

# VILLAGE OF RIVER FOREST VILLAGE BOARD MEETING

Monday, April 28<sup>th</sup>, 2025 – 7:00 PM Village Hall – 400 Park Avenue – River Forest, IL 60305 Community Room

# AGENDA

You may submit your written public comments via email in advance of the meeting to: <u>vbot@vrf.us</u>. If you would like to speak during public comment, please email<u>lmasella@vrf.us</u> by 4:00 PM on Monday, April 28<sup>th</sup>, 2025. Anyone may listen to the meeting by participating in a Zoom conference call as follows: dial-in number: 312-626-6799 with meeting ID: 820 6367 6956 or by clicking the link here: <u>https://us02web.zoom.us/j/82063676956</u>.To watch the livestream and access the meeting materials, please go to the Village website: <u>https://www.vrf.us/events/event/2824</u>

- 1. Call to Order/Roll Call
- 2. Pledge of Allegiance
- 3. Special Presentation
  - a. Recognition of Retiring Chief of Police James O'Shea
    - i. Proclamation Honoring Police Chief James O'Shea on His Retirement
- 4. Citizen Comments
- 5. Elected Official Comments & Announcement
- 6. Consent Agenda
  - a. Village Board of Trustees Meeting Minutes April 14th, 2025
  - b. Administration Department Report
  - c. Consideration of 2025 & 2026 Compensation Plan for Approval Ordinance
  - d. Consideration of Fiscal Year 2026 Operating Budget for Approval Ordinance
  - e. Consideration of Employee Handbook for Approval Resolution
  - f. Award of Contract 2025 Water Main Improvement Project Construction Mauro Sewer Construction, Inc. \$427,630.50
  - g. Authorization to Sell Surplus Property Public Works 2015 Ford F-350 Ordinance
- 7. Consent Items for Separate Consideration
- 8. Recommendations of Boards, Commissions, and Committees
  - a. Development Review Board
    - i. River Forest Park District Constitution Park Improvements Ordinance
  - b. Zoning Board of Appeals
    - i. Variation Request 633 William Secondary Front Yard Setback Ordinance
- 9. Unfinished Business
- 10. New Business
- 11. Executive Session
- 12. Adjournment

**ADA Compliance:** Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the Village at least 24 hours in advance of the scheduled meeting in person at Village Hall by telephone at 708.366.8500 or by email: <a href="mwalsh@vrf.us">mwalsh@vrf.us</a>. Every effort will be made to allow for meeting participation.



# Proclamation in Recognition of Police Chief James O'Shea's Distinguished Service and Retirement

**WHEREAS,** James O'Shea has announced his retirement as Police Chief of the River Forest Police Department (RFPD), effective April 30, 2025, after a distinguished law enforcement career spanning over three decades; and,

**WHEREAS,** O'Shea began his career in law enforcement in 1991 with the Clerk of the Circuit Court of Cook County before joining the River Forest Police Department in 1995 as a Patrol Officer, where he rose through the ranks to Detective, Detective Unit Supervisor, Patrol Sergeant, Patrol Division Commander, Deputy Chief, and ultimately Police Chief in January of 2018; and,

**WHEREAS,** Chief O'Shea's leadership has had a profound impact on the RFPD, modernizing the department with the introduction of innovative technologies and systems, including the first Officer Peer Support Program, Officer Wellness Room, License Plate Readers, Village-wide Street Camera System, Body Worn Cameras, and various pursuit mitigation technologies; and,

**WHEREAS,** O'Shea has consistently prioritized the well-being of his officers and the safety of the community, fostering a culture of professional development, training, and internal advancement, as well as implementing the first Lateral Hiring Program to improve recruitment and retention efforts; and,

**WHEREAS**, under his leadership, the River Forest Police Department successfully navigated significant challenges, including the global pandemic, civil unrest, national police reform, and industry-wide staffing shortages, all while maintaining a focus on community engagement through initiatives such as the quarterly Community Safety Meetings; and,

**WHEREAS,** O'Shea has earned numerous accolades, including the Illinois Bar Association's Law Enforcement Award and the Partners in Service Award from Thrive Counseling Center, and has been an active participant in various law enforcement and community organizations, further demonstrating his commitment to public service; and,

**WHEREAS,** O'Shea's dedication to the River Forest community, his innovative leadership, and his unwavering commitment to public safety have greatly strengthened the River Forest Police Department and the Village as a whole.

**NOW, THEREFORE, I, CATHERINE ADDUCI,** President of the Village of River Forest, do extend my deepest gratitude and congratulations to Police Chief James O'Shea for his exemplary service to the River Forest Police Department and the Village of River Forest. We thank him for his leadership, sacrifice, and the positive impact he has made on the community.

**IN WITNESS, THEREOF,** I have hereto set my hand officially and caused to be affixed the seal of the Village of River Forest, this 28<sup>th</sup> day of April 2025.

### VILLAGE OF RIVER FOREST VILLAGE BOARD OF TRUSTEES MINUTES April 14<sup>th</sup>, 2025

A regular meeting of the Village of River Forest Board of Trustees was held on April 14<sup>th</sup> 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 Johnson, Gillis(Virtual), Brennan, Bachner, Vazquez, O'Connell, and Village Clerk Keller

Absent: None

Also Present: Village Attorney Lance Malina, Village Administrator Matt Walsh, Assistant Village Administrator Jessica Spencer, Police Chief James O'Shea, Fire Chief Tom Gaertner, Deputy Police Chief James Greenwood, Director of Public Works and Engineering Jack Bielak, Human Resource Manager Trish Ivansek, Finance Director Rosemary McAdams, Police Commander Michael Swierczynski, Deputy Fire Chief David Bochenek, and Deputy Clerk Luke Masella

**MOTION** by Trustee Vazquez to allow Trustee Gillis to participate via Zoom due to work. Seconded by Trustee Johnson.

### Roll call:

Ayes: Trustee Bachner, Brennan, Johnson, Vazquez, O'Connell Absent: None Nays: None

Motion Passes.

### 2. PLEDGE OF ALLEGIANCE

President Adduci led the Pledge of Allegiance.

### **3. CITIZEN COMMENTS**

None.

### 4. SPECIAL PRESENTATION

- a. 2024 Officer of the Year Presentation Keagan Lenz
- b. Police Department Commendations
  - i. Officer Mark Catalano and Detective Denisse Zermeno
  - ii. Officer Eddie Coleman
  - iii. Officer Anthony Cortes
  - iv. Officer Paul Mika

Police Chief James O'Shea presented the 2024 Officer of the Year award to Officer Keagan Lenz.

Deputy Police Chief James Greenwood presented awards to Officer Mark Catalano, Detective Denisse Zermeno, Officer Eddie Coleman, Officer Anthony Cortes, and Officer Paul Mika.

## 5. PUBLIC HEARING – FISCAL YEAR 2026 VILLAGE OPERATING BUDGET

a. Public Hearing – FY 2026 Village Operating Budget

Village Administrator Walsh reported that the required public hearing was properly noticed and held, with the FY 2026 budget made available for public review at Village Hall and on the Village website. Final consideration and approval of the budget is scheduled for the April 28 meeting at 7:00 PM.

There were no public comments.

**MOTION** by Trustee Johnson to close the public hearing. Seconded by Trustee O'Connell.

### Roll call:

Ayes: Trustee Bachner, Gillis, Brennan, Johnson, Vazquez, O'Connell Absent: None Nays: None Motion Passes.

### 6. ELECTED OFFICIAL COMMENTS & ANNOUNCEMENTS

Trustee Bachner delivered a land acknowledgment and shared that she recently met with several Boy Scouts working toward their Eagle Scout rank. She expressed how impressed she was by their dedication and efforts.

Trustee Gillis had no comments.

Trustee Vazquez thanked the Village staff for their hard work on the budget and extended congratulations to the officers who received awards.

Clerk Keller had nothing to add to the record.

Trustee Johnosn congratulated the newly elected officials in town.

Trustee O'Connell wished everyone a happy Easter and acknowledged those who are celebrating Passover.

President Adduci had no comments.

## 7.CONSENT AGENDA

- a. Village Board of Trustees Meeting Minutes March 24<sup>th</sup>, 2025
- b. Village Board of Trustees Executive Meeting Minutes March 24th, 2025
- c. Administration Department Report
- d. Monthly Department Reports
- e. Accounts Payable March 2025 \$1,784,157.89
- f. March 2025 Financial Report
- g. Purchase Approval Bulk Salt State of Illinois Joint Purchasing Program \$63,570.00
- h. Education & Sharing Day Proclamation
- i. Earth Day Proclamation
- j. Arbor Day Proclamation

**MOTION** by Trustee O'Connell to approve Consent Agenda Items A through J. Seconded by Trustee Bachner.

### Roll call:

Ayes: Trustee Gillis, Vazquez, O'Connell, Bachner, Brennan and Johnson Absent: None Nays: None

Motion Passes.

### 8. CONSENT AGENDA ITEMS FOR SEPARATE CONSIDERATION

None.

# 9. RECCOMENDATIONS OF BOARDS, COMMISSIONS, AND COMMITTEES

None.

### **10. UNFINISHED BUSINESS**

None.

### 11. NEW BUSINESS

a. Adoption of Municipal Grocery Tax – Ordinance

**MOTION** by Trustee Vazquez to Adopt an Ordinance Implementing a Municipal Grocery Retailers' Occupation Tax and a Municipal Grocery Service Occupation Tax. Seconded by Trustee O'Connell.

Administrator Walsh provided background information on the proposed tax.

Trustee O'Connell asked if additional sales tax revenue could be expected when the new Whole Foods project opens entirely.

Administrator Walsh stated that is correct.

Village Clerk Keller asked who collects this tax.

Administrator Walsh stated that the State will continue as the collector.

Trustee Bachner requested clarification regarding the specific items and services subject to the tax.

Administrator Walsh and Director McAdams responded by providing examples of the goods and services that would be included under the tax.

### Roll call:

Ayes: Trustee Gillis, Bachner, O'Connell, Vazquez, Brennan and Johnson Absent: None Nays: None

Motion Passes.

b. Introduction of River Forest Park District Priory Park Planned Development Proposal – No Action

Mike Sletten, Executive Director of the Park District, delivered a presentation on the proposed changes to Priory Park and responded to questions from the Village Board.

Director Sletten noted that the existing memorial bricks at the Priory will be preserved and reused.

Trustee Bachner asked about who would have access to the proposed new structure.

Director Sletten noted that Park District staff would.

Trustee Johnson suggested adding benches and additional stalls to the bathrooms to accommodate people changing after using the proposed splash pad.

Director Sletten agreed, noting that it is a great idea.

Trustee Bachner asked for clarification on how the water will drain.

Director Sletten stated that the site's drainage will be directed directly into the Village's water infrastructure.

Trustees inquired about who will set the timers for the splash pad.

Director Sletten explained that Park District staff will manage the splash pad's operating hours and can set fixed end times. The splash pad is projected to be open from Memorial Day to Labor Day, operating six hours per day.

Director Sletten stated that there will be minimal impact to the trees on site.

He also noted that the Park District has already hired a traffic consultant to complete a study.

Trustee Brennan asked if there will be an overhand shelter similar to what exists at Keystone Park and if during a weather emergency, will people be allowed into the building.

Director Sletten noted that access would be limited to the bathrooms only, which are typically open from approximately April 1 through early November. He also stated that the bathrooms are open daily from 7 a.m. to sunset.

Trustee Bachner asked about the number of stalls in each bathroom and the maximum capacity of the splash pad.

Director Sletten responded that each bathroom contains two stalls and that the splash pad can accommodate up to 70 people.

Trustee Bachner asked whether there are any other picnic shelters in the Park District parks and how many tables could fit under the proposed shelter.

Director Sletten stated that there are no picnic shelters at other Park District parks and that the proposed shelter would accommodate only one table. He noted that the shelter is currently in the design phase, is expected to be approximately 12 feet by 12 feet with a solid roof and will not be available for reservation.

Director Sletten provided an overview of the feedback received from residents.

Trustee Brennan inquired whether individuals with memorial trees or bricks at Priory Park will be notified if their trees are relocated.

Director Sletten responded that they will make every effort to notify those individuals to the best of the Park District's ability.

President Adduci asked about the proposed project schedule.

Director Sletten stated that construction is expected to begin in mid-August, with the building anticipated to be open by Christmas and the splash pad operational by next May.

Village Administrator Walsh provided a timeline outlining the next steps for the project within the Village's development process.

Trustee Johnson reiterated his concerns about the lack of benches and changing spaces in the bathrooms, encouraging Director Sletten to consider adding more.

c. Presentation of Employee Handbook Updates – No Action

Human Resource Manager Trish Ivansek presented on the proposed employee handbook and fielded questions from the Board.

Trustee Vazquez inquired about the retention policy for the Village's water license program.

Administrator Walsh noted that the increased pay for the position helps retain newly trained employees.

Trustee Bachner inquired whether this program could be seen as an incentive to attract people to work for the Village and also asked if the employees are responsible for covering the program's costs.

Manager Ivansek confirmed that this is correct and clarified that the Village covers the cost of the program, not the employees.

Trustee O'Connell pointed out that this was the first time he had seen Nova Collective mentioned and requested an update on the work of the Diversity, Equity, and Inclusion group. Trustee Bachner mentioned that she and Trustee Johnson are reviewing a draft report and expect to have something ready in the coming weeks.

### **12. EXECUTIVE SESSION**

None.

### 13. ADJOURNMENT

MOTION to adjourn by Trustee Bachner. Seconded by Trustee Johnson.

### Roll call:

Ayes: Trustees Vazquez, O'Connell, Brennan, Gillis, Johnson, Bachner, and President Adduci Nays: None Motion Passes.

The Village Board of Trustees Meeting adjourned at 8:10 p.m.

Jonathan Keller, Village Clerk

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



# Village of River Forest

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

#### **MEMORANDUM**

Date: April 28, 2025

To: Matt Walsh, Village Administrator

From: Trish Ivansek, HR Manager

Subj: Adoption of Fiscal Year 2025-2026 Compensation Plan

#### <u>Issue:</u>

The Village of River Forest's compensation plan is intended to provide an attractive, flexible, and market-based compensation plan tied to performance and aligned with the village's goals and interests. The goal is for the Village of River Forest to be competitive in recruiting and retaining employees through its high-quality compensation practices. Equally important, compensation practices are a means for communicating the Village's performance standards and motivating and rewarding employees relative to their achievements.

In 2012 the Village adopted a compensation plan with structured pay grades and a mechanism for moving employees through pay ranges. The staff reviews this plan annually. Recommended revisions are presented to the Village Board for annual adoption in advance of the new Fiscal Year.

#### Analysis:

Staff examined both internal and external comparable data and the hiring climate to determine appropriate adjustments to salary ranges. To continue to be competitive in recruiting and retaining top talent based on market conditions, staff recommends a 3% market adjustment to salary ranges one (1) through nine (9) for non-union personnel for Fiscal Year 2025-2026. No other changes are recommended.

### **Request for Board Action:**

A motion to approve an Ordinance adopting the amended Fiscal Year 2024-2025 compensation Plan.

### Document(s) Attached:

- Ordinance
- Ordinance Attachment A Amended Fiscal Year 2025-2026 Compensation Plan

### ORDINANCE NO. \_\_\_\_\_

### AN ORDINANCE ADOPTING THE FISCAL YEAR 2025-2026 COMPENSATION PLAN

**WHEREAS,** in Fiscal Year 2013 the Board of Trustees considered the salary structure of the municipal employees and determined that a comprehensive analysis and revision of the compensation system was required;

**WHEREAS,** upon completion of a Compensation Study conducted by Voorhees Associates, the Board of Trustees implemented a compensation system with established pay grades and pay ranges and salary adjustments based on merit and performance;

**WHEREAS,** the Fiscal Year of the Village of River Forest begins on May 1, 2025, and the Budget Ordinance for the Village has been adopted.

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

**Section 1:** The President and Board of Trustees find that all of the recitals set forth above are true and correct, and there are hereby incorporated by reference as if set forth fully.

**Section 2:** The Fiscal Year 2025-2026 Compensation Plan is hereby approved, as shown as attached Exhibit A and applies to all non-union employees.

**Section 3:** The Village Administrator is hereby authorized and directed to take all necessary steps to carry out this Ordinance, as shown in the Fiscal Year 2025-2026 Compensation Plan for all non-union employees, attached as Exhibit A and accordingly, is authorized to adjust the compensation of non-union employees in accordance with the established pay ranges as set forth in Exhibit A.

**Section 4:** This Ordinance shall take effect on May 1, 2025.

**PASSED** on a roll call vote of the Corporate Authorities on the 28<sup>th</sup> day of April 2025.

AYES:

NAYS:

ABSENT:

**APPROVED** by me this 28<sup>th</sup> day of April 2025.

Village President

APPROVED and FILED in my office this 28<sup>th</sup> day of April 2025 and published in pamphlet form in the Village of River Forest, Cook County, Illinois.

## ATTEST:

Village Clerk

#### FY 2026

	- Defined Merit - Cle Merit Increments; 5%		2.75% between increm	ents; 30% range								E	emplary Performance Zones
rade	Min	Prob.	a	b	с	d	e	f	g	h	Max	2%	4%
1	\$49,525	\$50,886	\$52,286	\$53,724	\$55,201	\$56,719	\$58,279	\$59,882	\$61,528	\$63,220	\$64,959	\$1,299	\$2,598
2	\$52,001	\$53,431	\$54,900	\$56,410	\$57,961	\$59,555	\$61,193	\$62,876	\$64,605	\$66,381	\$68,207	\$1,364	\$2,728
3	\$54,601	\$56,102	\$57,645	\$59,230	\$60,859	\$62,533	\$64,253	\$66,019	\$67,835	\$69,700	\$71,617	\$1,432	\$2,865
4	\$57,331	\$58,907	\$60,527	\$62,192	\$63,902	\$65,660	\$67,465	\$69,320	\$71,227	\$73,186	\$75,198	\$1,504	\$3,008
	-	-	dministrative Support/ nal increment to the ma						Exemplary Zones	Performance			
Grade	Min	Prob.	a	b	с	d		Max.	2%	4%			
5	\$59,471	\$61,107	\$62,787	\$64,514	\$66,288	\$68,111		\$86,502	\$1,680	\$3,359			
6	\$62,445	\$64,162	\$65,926	\$67,739	\$69,602	\$71,516		\$90,828	\$1,764	\$3,527			
7	\$65,567	\$67,370	\$69,223	\$71,126	\$73,082	\$75,092		\$95,369	\$1,852	\$3,704			
8	\$68,845	\$70,739	\$72,684	\$74,683	\$76,736	\$78,847	1	\$100,137	\$1,944	\$3,889	1		
9	\$72,288	\$74,275	\$76,318	\$78,417	\$80,573	\$82,789	1	\$105,144	\$2,042	\$4,083	1	Proposed G	rade Changes
Grades 10 -	14 - Open Range Plan	Professional/Supe	ervisory	-	y Performance			1	1		Grade	Positions	
Grade	Min.		Max.	2%	Zones 4%						1	Accounting 0	Clerk/Customer Service
10	\$79,821		\$118,534	\$2,371	\$4,741						2	Accounting (	Clerk/Accounts Payable
11	\$84,211		\$125,054	\$2,501	\$5,002						3	Police Recor	
12	\$88,843		\$131,932	\$2,639	\$5,277						4	Utility Billing Building Mai Permit Clerk	ntenance Technician
13	\$93,729		\$139,188	\$2,784	\$5,568						5	Administrativ	
14	\$98,884		\$146,843	\$2,937	\$5,874	-					6	Police Recor	ds Coordinator Coning Inspector
	1			I							7		
Grades 15 -	17- Open Range Plan	Management		-	y Performance Zones						8	Building Off Fire Marshal	
Grade	Min.		Max.	2%	4%						9	Civil Engine	
15	\$122,607		\$165,520	\$3,310	\$6,621						10		
16	\$129,351		\$174,624	\$3,492	\$6,985	-					11	Mgmt Analys	st PW & Develop Srvc
17	\$136,465		\$184,228	\$3,685	\$7,369	-					12	<i>a</i>	
	-	•	-	•	-						13	Public works	Superintendent
Grades 18 - Executive Plan Management 35% range			-	y Performance Zones						14		ance Director nan Resources	
18	\$154,584		\$208,687	\$4,174	\$8,347						15	Commande	r
Grade 19 - Open Range Plan Village Administrator 35% range				y Performance Zones	1					16	Deputy Polic Deputy Fire (		
Grade	Min.		Max.	2%	4%						17		
	\$163,951		\$221,335	\$4,427	\$8,853						18	Assistant Vil Police Chief	lage Administrotor
19												Fire Chief Finance Dire Dir PW & En	ctor

# MEMORANDUM



Date:April 28, 2025To:Matt Walsh, Village AdministratorFrom:Rosemary McAdams, Director of FinanceSubject:Approval of Ordinance Adopting the Fiscal Year 2026 Budget

The proposed budget for the Village of River Forest for the fiscal year beginning on May 1, 2025 and ending on April 30, 2026 was presented to the Village Board on April 14, 2025. The following is a summary of the Village's Proposed Fiscal Year 2026 Budget:

Fiscal Year 2026 Budget Revenues and Expenditures									
		FY 2024 FY 2025 FY 2025 FY 2026							
		Actual		Budget		Projected		Budget	
Village									
Revenues	\$	39,962,955	\$	40,098,564	\$	43,076,235	\$	42,263,012	
Expenditures		33,637,190		41,009,629		37,775,367		39,147,441	
Library									
Revenues	\$	1,718,623	\$	1,722,700	\$	1,722,700	\$	1,812,050	
Expenditures		1,436,420		2,787,700		1,898,000		2,727,050	

The Ordinance Adopting the 2026 Annual Budget and the budget letter, summary schedules by fund, and detailed budget reports by fund and account for all Village funds and the River Forest Public Library from the Fiscal Year 2026 Annual Budget are available for viewing on the next page. The River Forest Public Library Board approved their budget on March 18, 2025. There have been no changes to the budget that was presented to the board at the Village Board meeting on April 14, 2025.

A public hearing on the Village Fiscal Year 2026 Budget was held on April 14th at 7:00 p.m. A notice of the public hearing was published in the Wednesday Journal on April 2, 2025 as required by Illinois State Statute. The budget has been available for public inspection on the Village's website and at the Village Hall. The final budget document will be compiled and distributed to the Board following approval.

**Requested Board Action: Motion** to Approve An Ordinance Adopting the Annual Budget for the Fiscal Year Commencing on the 1<sup>st</sup> Day of May, 2025 and Ending on the 30<sup>th</sup> Day of April, 2026 for the Village of River Forest, Illinois.









# **VILLAGE OF RIVER FOREST, ILLINOIS**

**Click here to view the FY26 Budget** 

# Document Annual Budget

# Fiscal Year 2026

400 Park Avenue, River Forest, Illinois 60305

www.vrf.us

### **ORDINANCE NO.**

### AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR CORPORATE PURPOSES FOR THE FISCAL YEAR COMMENCING ON THE 1ST DAY OF MAY, 2025 AND ENDING ON THE 30<sup>™</sup> DAY OF APRIL, 2026 FOR THE VILLAGE OF RIVER FOREST, ILLINOIS

**WHEREAS,** the President and Board of Trustees of the Village of River Forest passed and approved Ordinance No. 2084 on October 12, 1981, which Ordinance authorized the passage of the annual budget by majority vote of the president and members of the board in lieu of passage of an appropriation ordinance; and

**WHEREAS,** the tentative Annual Budget has been made available for public inspection and as required by 65 ILCS 5/8-2-9.9 and a public hearing on said budget has been duly held on April 14, 2025;

**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 annual budget for the fiscal year commencing on the 1st day of May, 2025 and ending on the 30th day of April, 2026 for the Village of River Forest, Cook County, Illinois, attached hereto and made a part hereof, is hereby adopted and approved.

**Section 2:** This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Ayes:

Nays:

Absent:

**APPROVED** by me this 28<sup>th</sup> day of April, 2025.

Catherine Adduci, Village President

APPROVED and FILED in my office this 28<sup>th</sup> day of April, 2025 and published in pamphlet form in the Village of River Forest, Cook County, Illinois.

ATTEST:

Jonathan Keller, Village Clerk



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

#### MEMORANDUM

Date: April 28, 2025

To: Matt Walsh, Village Administrator

From: Trish Ivansek, HR Manager

Subj: Adoption of 2025 Employee Handbook

On April 14, 2025, Village staff presented the proposed amendments to the Employee Handbook to the Village Board for its review and discussion. Staff responded to all questions and provided clarification as requested by the Board.

**Issue**: The Village's Personnel Manual was last updated in November 2018. Following a thorough review of the current manual, the staff has proposed a shift in its overall tone and style. Therefore, it is recommended to rename the Personnel Manual to the Employee Handbook. This new nomenclature signifies a valuable resource for employees rather than a mere rulebook. Recent policy reviews conducted by the Village's Diversity, Equity, and Inclusion consultants, The Nova Collective (NOVA), and insurance carrier, IRMA (Intergovernmental Risk Management Agency) have revealed certain gaps in the existing manual. Consequently, additional policies have been incorporated or revised. The Village is also directing its attention towards future recruitment and retention strategies, particularly considering the impending retirements of several department heads. Staff is evaluating benefits to effectively attract, mentor, and retain top talent and may present additional changes in the coming months.

**Analysis:** Please find attached the current Personnel Manual dated November 2018, along with the updated new Employee Handbook for your consideration. Due to the significant formatting changes, no redlined version is provided. Below, you will find a list of the major changes proposed for the manual. The Village's labor attorney has reviewed all proposed changes.

<u>Nova Collective Recommendations</u>: During a recent policy audit conducted by consultant NOVA, several recommendations were made regarding updates to the Village current Personnel Manual and employee benefits. In response to these suggestions, the staff evaluated the benefits to identify areas for enhancing inclusivity. The decision to officially recognize Juneteenth as Village holiday reflects a commitment to fostering an inclusive environment for employees. Adding Juneteenth as a Village holiday will be a benefit to the non-bargaining unit employees. Juneteenth will also be added as a holiday to the police department due to prior negotiations. In addition to adding this holiday to the employee handbook, staff also revised the language and certain policies to promote inclusivity and reduce punitive measures, in line with NOVA's recommendations.

For example, the staff have replaced the previous discipline policy with an open-door policy. While the progressive discipline policy remains in the handbook, we are optimistic that introducing the open-door policy will lead to a decrease in the number of employees subject to progressive discipline.

<u>IRMA Policy Audit</u>: In June 2024, the Village's insurance carrier, the Intergovernmental Risk Management Agency (IRMA), conducted a comprehensive policy audit and subsequently recommended additional policies to minimize risk to the organization. The newly added or revised policies encompass the following areas:

- Transitional Duty Policy
- Policy Against Pregnancy Discrimination
- Code of Conduct
- Communication Policy
- Generative Artificial Intelligence (AI) Usage Policy
- Fitness for Duty Policy
- Romantic and/or Sexual Relationships
- Updated the Dress Code Policy

These policies are vital to ensuring a professional, safe and compliant organizational environment.

**Board Action:** The staff recommends that the Village Board approve the enclosed amendments to the Village of River Forest Employee Personnel Manual and update the name to Employee Handbook.

**Motion:** If the Board wishes to proceed with the updated 2025 Employee Handbook, the following motion would be appropriate:

Motion to approve a Resolution adopting a new Employee Handbook replacing all other iterations of the Personnel Manual last updated in November 2018.

### **Attachments**

• Village of River Forest 2025 Employee Handbook

### Resolution NO.

### A RESOLUTION APPROVING THE ADOPTION OF A NEW EMPLOYEE HANDBOOK FOR EMPLOYEES OF THE VILLAGE OF RIVER FOREST

**WHEREAS,** an employee handbook is a booklet that documents the legal obligations of an employer, the rights of an employee, contains important information regarding policies and procedures, and provides critical details to employees relative to their workplace; and

**WHEREAS,** the Village of River Forest (the "Village"), which adopted its previous Personnel Manual in November, 2018 (the "Personnel Manual"), which applied to all Village employees, recently engaged the Nova Collective ("NOVA") and the Intergovernmental Risk Management Agency ("IRMA") to audit its employment practices and policies to identify areas that could be improved, with a special focus on diversity, equity, and inclusion initiatives and measures to limit employment-related risk factors; and

**WHEREAS,** the Village's human resources staff ("Village Staff"), the Village Administrator, and the Village's labor counsel have reviewed the NOVA and IRMA audits, which included various recommended updates to the Village's employment policies, and prepared a new Employee Handbook in line with those recommendations (the "Employee Handbook"), which is intended to update and replace the Personnel Manual. A copy of the Employee Handbook is attached hereto as **Exhibit A** and made a part hereof; and

**WHEREAS**, the updated policies of the Employee Handbook are vital to the Village in ensuring a professional, safe and compliant organizational environment for its employees, as well as remaining competitive in attracting and retaining top talent for the Village; and

**WHEREAS,** the Village President and Board of Trustees believe and hereby declare that it is in the best interests of the Village to approve the adoption of the Employee Handbook, to replace the Personnel Manual, as the lone guide for employment-related policies and procedures for all Village employees, excepting those particular policies or procedures, as applied to bargaining unit employees, that may be superseded by the terms of a collective bargaining agreement to which the Village is a Party.

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

**Section 1:** The President and Board of Trustees find that all of the recitals set forth above are true and correct, and there are hereby incorporated by reference as if fully set forth herein.

<u>Section 2</u>: The 2025 Employee Handbook, a copy of which is attached hereto as <u>Exhibit A</u> and made a part hereof, is hereby approved and applies to all Village employees excepting those particular policies or procedures, as applied to bargaining unit employees, that may be superseded by the terms of a collective bargaining agreement to which the Village is a Party.

**Section 3:** Any policy or resolution of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

**Section 4:** This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 28th day of April, pursuant to a roll call vote of the Corporate Authorities of the Village of River Forest, Illinois as follows:

AYES:	 	 	
NAYS:	 	 	
ABSENT:			

**APPROVED** by me this 28<sup>th</sup> day of April, 2025, and attested by the Village Clerk on the same day.

Catherine Adduci, Village President

APPROVED and FILED in my office this 28<sup>th</sup> day of April 2025 and published in pamphlet form in the Village of River Forest, Cook County, Illinois.

ATTEST:

Jonathan Keller, Village Clerk

# EXHIBIT A

Copy of Employee Handbook

(attached)



# Village of River Forest Employee Handbook

DRAFT 04/2025

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# INTRODUCTION

On behalf of your colleagues, we welcome you to the Village of River Forest (hereafter referred to as the "Village") and wish you every success here. Each person associated with our organization contributes directly to the Village's growth and success, and we hope you will take pride in being a member of our team.

The Village of River Forest is committed to providing a sense of belonging, fostering a work environment of mutual trust, respect and dignity among all employees. The Village is committed to an organizational culture which places the utmost value on excellence, ethics and professionalism in public service. To achieve these goals, the Village relies upon employees to treat each other and customers with the utmost professionalism and respect, who care about their jobs and the way they perform their jobs, value teamwork and take pride in their contributions to the Village's work. Employees are encouraged to ask questions and offer suggestions for the improvement of any area of the Village's services. Questions and suggestions may be directed to your supervisor, department director or the Village Administrator at any time.

We have created this Employee Handbook to describe some of the expectations of our Employees and to outline the policies, programs, and benefits available to you based on eligibility. These policies are guidelines to assist you in your employment at the Village and do not create a contract of employment. You should read and understand the contents as soon as possible to allow yourself the greatest opportunity for success and enjoyment with our organization. If you need further clarification, please do not hesitate to ask your supervisor or Human Resources.

As an employee of the Village, you are responsible for familiarizing yourself with the policies and procedures contained in the Handbook and keeping a copy handy for future reference. If you have questions regarding the meaning of anything in the Handbook, please contact your supervisor, department director or Human Resources. Your supervisor, department director, or Human Resources will be happy to assist you or answer any questions that you might have.

This Handbook supersedes all previous versions of employee handbooks, personnel policies and memos that may have been issued in the past on the subjects covered in the Handbook.

Though the Handbook includes a substantial number of policies and procedures, it is important for you to remember the following:

- The Handbook is not intended to address every aspect of your employment relationship with the Village there may be situations or circumstances that arise that are not directly addressed in the Handbook. If that occurs, the Handbook will be used as a guide to the greatest extent possible.
- Periodically, laws and regulations that the Village is required to comply with may change. When such changes require a change in policy, the Village will notify employees as soon as possible.
- This Handbook is not a contract or an agreement in any respect, and its

contents should not be interpreted as a contract or agreement between you and the Village, or between the Village and its employees.

- The Village may change, supplement or terminate any aspect of this Handbook including any of its policies, procedures and benefits, with or without prior notice.
- Departments may establish standard operating procedures or working regulations which supplement this Handbook.
- Your employment with the Village is at-will. This means that the Village has the right to terminate your employment at any time, with or without cause or advanced notice, and you have the same right.
- Violation of rules, policies and procedures contained in this Handbook will result in disciplinary action, up to and including termination of employment, based on the circumstances. There is no requirement that employees be warned or suspended before termination.
- It is important that the Village clearly communicates information contained in the Handbook. To that end, you will be required to sign a statement acknowledging receipt and notice of this Handbook.

We hope your experience here will be challenging, enjoyable, and rewarding. Again, welcome!!

### Administration of Handbook

The Village Administrator shall be responsible for the administration of these personnel rules and regulations within the Village organization, and may, at any time, develop and promulgate procedural rules, interpretations, administrative and/or technical changes or modifications. In addition, they may recommend amendments to the personnel rules and regulations for consideration by the Village Board, and may review, approve, and amend actions taken pursuant to these personnel rules and regulations. Changes to these personnel rules and regulations may be made with or without prior notice.

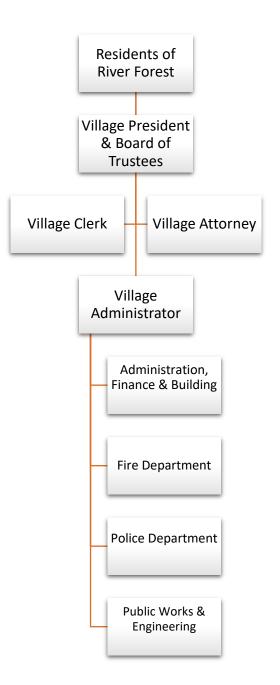
### **CONFLICT BETWEEN POLICY AND COLLECTIVE BARGAINING AGREEMENTS**

To the extent that anything in this Handbook conflicts with the terms of an employee's collective bargaining agreement, the terms of the collective bargaining agreement will supersede this Handbook. This Handbook is not intended to and does not confer any benefits, compensation or rights of any kind to union-represented employees that are greater than or extend beyond those required by the collective bargaining agreement. Similarly, to the extent that anything in this Handbook conflicts with the River Forest Police and Fire Commission Rules and Regulations, the terms of the River Forest Police and Fire Commission Rules and Regulations will supersede this Handbook.

### COMPLIANCE WITH LAWS

The policies contained in this Handbook apply to all Village employees. However, sworn members of Public Safety are also subject to the River Forest Police and Fire Commission Rules and Regulations, as well as Illinois laws governing sworn police and fire employees. While the Village believes that this Handbook complies with all relevant State, federal and local laws, to the extent that there is a conflict between the terms of this Handbook and an applicable law or ordinance, the Village will fully comply with the law or ordinance as appropriate.

# ORGANIZATIONAL CHART



## ORGANIZATION OF VILLAGE GOVERNMENT

The Village of River Forest was incorporated in 1880 under the general Illinois Statutes governing cities and villages.

The Village legislative and governing body is comprised of a Village President, six (6) Trustees, and a Village Clerk. All elected Village officers serve four-year staggered terms.

The Village Administrator is the Chief Administrative Officer of the Village and is responsible for the management of all Village operations, under the direction of the Village President and the Board of Trustees. This combines the leadership and policy-making skills of elected officials with the professional administrative training and experience of the Village Administrator.

The Department Heads are appointed by the Village President, by and with the consent of the Village Board, at the recommendation of the Village Administrator. Department Heads manage staff, budget, policies, and programs, ensuring compliance, coordinating with the other departments as needed, and communicating effectively to serve the community needs.

### YOUR EMPLOYMENT

### NATURE OF EMPLOYMENT

Employment with the Village is voluntarily entered, and the Employee is free to resign at will at any time, with or without cause. Similarly, the Village may terminate the employment relationship at will at any time, with or without notice or cause. The Village will comply with all applicable federal, state, or local laws. To remain in good standing with the Village, an Employee must provide written notice of their intent to terminate the employment relationship at least two (2) weeks prior to their intended final date of employment. Department Heads wishing to remain in good standing with the Village should provide written notice at least four (4) weeks prior to their intended final date of employment.

### EQUAL EMPLOYMENT OPPORTUNITY POLICY

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at the Village. For this reason, the Village bases all its employment decisions upon lawful factors including the personal qualifications of each individual and without discrimination because of an individual's actual or perceived "Legally Protected Categories". For purposes of these policies, the phrase "Legally Protected Categories" means: race (including but not limited to traits associated with race, such as hair texture and protective hairstyles such as braids, locks, and twists), color, religion, sex, gender (including gender identity and expression), age, national origin, citizenship status, work authorization status (i.e., the status of being a person born outside the U.S., who is not a U.S. citizen but is authorized by the federal government to work in the United States), ancestry, marital status, veteran status, mental or physical disability (or being associated with a person with a disability), sexual orientation, genetic information, unfavorable discharge from military service or military status, civil union

partnership, order of protection status, pregnancy, childbirth, or a medical condition related to pregnancy or childbirth, or any other protected characteristic as established by law.

The Village will consider all reasonable accommodation for qualified individuals with known disabilities unless doing so would result in undue hardship to our organization. This policy applies to all aspects of our employment relationships, including staffing, job requirements, salary, corrective actions, termination, as well as access to benefits and training.

An Employee with questions or concerns about any type of discrimination in the workplace is encouraged to bring these issues to the attention of an immediate supervisor, Department Head, or Human Resources. Employees can be confident that if they do report any type of activity that they feel may be contrary to this policy, there will be no retaliation from our organization. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

### UNLAWFUL HARASSMENT AND DISCRIMINATION

The Village of River Forest is committed to providing a workplace that is free from all forms of discrimination and harassment, including sexual harassment. Any Employee found to be engaging in harassment or discriminatory actions may be subject to disciplinary action up to and including termination. Harassment and discrimination could also subject the Village and, in some cases, an individual to substantial civil penalties.

The Village's policy on harassment and discrimination is part of its overall compliance with state and federal laws prohibiting discrimination based on age, race, color, religion, national origin, citizenship status, unfavorable discharge from the military, marital status, disability, and gender or the perceived protected class characteristic.

Each Employee of the Village bears the responsibility to refrain from any form of harassment and discrimination in the workplace. Furthermore, it is the responsibility of all supervisors to make sure that the work environment is free from harassment and discrimination. All forms of discrimination and conduct which can be considered harassing, coercive or disruptive, or which create a hostile or offensive environment must be eliminated. Instances of harassment must be investigated in a prompt and effective manner.

The following is a partial list of behavior that may be considered harassing or offensive in nature:

- Visual conduct that includes leering, making gestures, or displaying objects or pictures, cartoons or posters that are offensive.
- Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
- Physical conduct that includes touching, assaulting, or impeding or blocking movements.

All Employees of the Village, particularly those in a supervisory or management capacity, are expected to become familiar with the contents of this Policy and to abide by the requirements it establishes.

### **Definition of Sexual Harassment**

Sexual harassment is defined as: Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

- submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment.
- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Conduct commonly considered to be sexual harassment includes:

- Verbal: sexual innuendos, suggestive comments, insults, humor and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other Employees, even outside their presence, of a sexual nature.
- Non-verbal: Suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking", or "kissing" noises.
- Visual: posters, signs, pin-ups or slogans of a sexual nature.
- Physical: Touching, unwelcome hugging or kissing, pinching, brushing the body, coerced sexual intercourse, or actual assault.

No Employee, regardless of gender, should be subjected to unsolicited or unwelcome sexual overtures or conduct in the workplace.

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends to some extent on individual perception and interpretation. The trend in the courts is to assess sexual harassment by a standard of what would offend a "reasonable person". To avoid the possibility of offending someone, it is best to err on the side of caution.

### **Working Environment & Non-Employees**

An Employee's "working environment" is not limited to the physical location where the Employee is assigned. The "working environment" extends to other work sites includingoff-site, mobile or moving work sites/locations.

The prohibition that supervisors and co-workers do not engage in discrimination and harassment applies to non-employees such as patrons, vendors, and service providers. Nonemployees can be victims of harassment and/or perpetrators of harassment.

### **Discrimination and Harassment in Online Environments**

Online conduct and through social media can constitute harassment and discrimination even when it occurs "off the clock", "off-site" or even "out of state".

• Online harassment includes using email, cell phone texts, internet posting, online comments, blog posts and social media (such as Facebook, Twitter, LinkedIn,

Instagram, YouTube and Snapchat) to send communications of an inappropriate nature based on a protected class. Examples include:

- Flirting and requests or demands to go on a date or have sex
- Sending inappropriate pictures or videos including sexually graphic material
- Using sexual language or comments including sexually offensive language Cyber stalking
- Using inappropriate racial or other slurs.

### Responsibility of Individual Employees.

Each individual Employee has the responsibility to refrain from harassment and discrimination in the workplace. Additionally, each individual Employee has the responsibility of reporting behavior they have witnessed which they believe to be harassing or discriminatory in nature.

An individual experiencing, witnessing or aware of unwelcome conduct has the RIGHT to:

- Tell the person to stop.
- Report harassment or discrimination.

An individual Employee who harasses a fellow worker is, of course, liable for their individual conduct.

The harassing Employee will be subject to disciplinary action up to and including termination, according to the Village's disciplinary policy and the terms of any applicable collective bargaining agreement.

### **Responsibility of Supervisory Employees**

Each supervisor is responsible for maintaining the workplace free from harassment. This is accomplished by promoting a professional environment and by dealing with harassment as with all other forms of Employee misconduct.

Specifically, a supervisor must address an observed incident of harassment/discrimination or a complaint, with seriousness, take prompt action to report it, and observe strict confidentiality as detailed in this policy. This also applies to cases where an Employee tells the supervisor about behavior that constitutes harassment but does not want to make a formal complaint.

In addition, supervisors must ensure that no retaliation will result against an Employee making a harassment or discrimination complaint.

Supervisors in need of information regarding their obligations under this policy or procedures upon receipt of a complaint of harassment should contact Human Resources.

### **Employer Responsibilities**

- Prevent the incidence of harassment or discrimination in the workplace;
- Investigate incidents of harassment or discrimination in the workplace; and
- Correct the incidence of harassment or discrimination in the workplace.

### **Elected and Appointed Officials**

Because the Village promotes civility and respectful interactions at all levels of the organization, it is critical that elected and appointed officials understand their responsibilities to comply with this policy. Elected and appointed officials are also expected to treat each other in a manner consistent with this policy. Any elected or appointed official who believes they have experienced prohibited conduct by another elected or appointed official that is inconsistent with the Village's Harassment Policy may notify the Administrative Services Manager or the Village Administrator. After receiving the complaint, the Village may initiate an investigation using an independent investigator experienced in investigating workplace harassment complaints.

### **Complaints**

An Employee is not required to directly confront the person who is the source of their report, question, or complaint before notifying the appropriate supervisor. Nevertheless, an Employee is required to make a reasonable effort to make wrongdoing or conflict known to the Village should it exist.

Complaints alleging a violation of this policy are encouraged and must be brought to the attention of appropriate Village officials as soon as possible after the alleged incident of harassment or discrimination. If you are aware of workplace conflict or wrongdoing taking place, you must immediately discuss your questions, problems, complaints, or reports with your direct supervisor. If you feel uncomfortable doing so or if your direct supervisor is the source of the problem, condones the problem, or ignores the problem, immediately report to your supervisor's supervisor. If neither of these alternatives is satisfactory to you, then you can immediately direct your questions, problems, complaints or reports to the Village Administrator. Sworn employees are not required to follow the chain of command to make a complaint under this policy.

### Investigation.

The Village will investigate all claims of discrimination or harassment in a discreet manner. All complaints and investigations will be kept as confidential as possible.

If a complaint is made against the Department Head, the Village Administrator or a member of the Village Board, the Village Attorney will review and investigate the complaint.

Anyone engaging in sexual or other unlawful harassment or discrimination will be subject to disciplinary action, up to and including termination of employment.

### **External**

The Village hopes that any incident of harassment can be resolved through the internal process outlined above. All Employees, however, have the right to file formal charges with the Illinois Department of Human Rights (IDHR) and/or the United States Equal Employment Opportunity Commission (EEOC). A charge with IDHR or EEOC must be filed within 300 days of the incident.

Call the State of Illinois Sexual Harassment and Discrimination Helpline. Calls are confidential and can be made anonymously. 1-877-236-7703

#### www.illinois.gov/SexualHarassment

#### The United States Equal Employment Opportunity Commission contacts:

CHICAGO (312)-872-9744 800-669-4000 TTY 800-669-6820

#### **Retaliation**

Complaints are entitled to confidentiality to the greatest extent possible, and each complainant is entitled to respect during the investigation process. To that end, the Village strictly prohibits any forms of retaliation against anyone who makes a complaint or participates in an investigation or otherwise engages in protected activity under State or Federal law. Anyone who violates this rule is subject to disciplinary action, up to and including termination.

Caution must be exercised, however, to accurately state the facts giving rise to the complaint and to avoid groundless complaints. Grossly inaccurate or groundless complaints made in bad faith may subject the complainant to disciplinary action. False or frivolous complaints refer to cases where the accuser is using a harassment complaint to accomplish some end other than stopping harassment. It does not refer to charges made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false and frivolous charge is a severe offense that can itself result in disciplinary action up to and including termination.

# BULLYING IN THE WORKPLACE (ABUSIVE CONDUCT)

The Village defines bullying as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment. All Employees should be treated with respect and dignity and behavior that contradicts this is unacceptable.

# The Village will not tolerate abusive conduct or bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination.

Bullying may be intentional or unintentional. However, as in harassment and/or discrimination, it is the effect of the behavior on the individual that is important. The Village considers the following types of behavior examples of bullying:

**Verbal bullying (includes cyber bullying):** Slandering, ridiculing, or maligning a person or their family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks; using a tone that could be considered condescending or humiliating.

**Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.

**Gesture bullying:** Nonverbal threatening gestures; glances that can convey threatening messages.

**Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

Although not comprehensive, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person.
- Shouting or raising a voice at an individual in public or in private.
- Not allowing the person to speak or express themself (i.e., ignoring or interrupting).
- Personal insults and use of offensive nicknames.
- Public humiliation in any form including reprimands.
- Spreading rumors and gossip regarding individuals.
- Manipulating the ability of someone to do their work (e.g., overloading, underloading, withholding information, setting deadlines that cannot be met and/or deliberately providing ambiguous instructions).
- Taking credit for another person's ideas.
- Deliberately excluding an individual or isolating them from work-related activities.

Employees who believe they have experienced or witnessed bullying in the workplace must report it immediately to a supervisor. If the supervisor is unavailable or it would be inappropriate to contact that supervisor, Employees must immediately contact Human Resources or a member of management. Employees can raise concerns and make good faith reports without fear of reprisal or retaliation. Disregarding or failing to comply with this policy could lead to disciplinary action, up to and including termination of employment. False and frivolous complaints refer to cases where the accuser is using a bullying complaint to accomplish some end other than stopping bullying. It does not refer to charges made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false and frivolous charge is a severe offense that can itself result in disciplinary action up to and including termination.

#### WORKPLACE VIOLENCE

It is the objective of the Village of River Forest to ensure the safety and well-being of our workforce. Therefore, the Village has established a zero-tolerance level for any violent acts or threats towards any Village Employee.

Violence or the threat of violence, whether direct or implied by or against any Employee of the Village of River Forest, is unacceptable and will subject the perpetrator to serious disciplinary action up to and including termination and possible criminal charges.

An Employee who becomes aware of any threat of workplace violence shall contact either the immediate supervisor or the Village Administrator, however, no person shall be required to make a complaint to the person against whom the complaint is lodged. The Department Head is responsible to ensure that reports of all incidents known in their department are reported to them and then to the Village Administrator who shall notify the Village President of the incident(s). All incidents will be investigated promptly by the Village and will result in appropriate action being taken.

#### CITIZENSHIP AND RESIDENCY

Except those positions where Federal or State law requires that an Employee be a citizen of the United States or the State of Illinois, citizenship is not a requirement for initial or continued employment, however, in compliance with Federal law, Employees are required to show eligibility for employment in the United States.

Although residency within the Village or any specific distance from the Village is not a prerequisite for initial or continued employment, Employees are expected to be able to report to the Village Hall in a timely manner in the event of an emergency.

## EMPLOYMENT APPLICATION FORM

Applications for employment shall be submitted on the Village employment application form. The application form shall be completed in its entirety and any evidence of falsification or fraud on the form may be grounds for dismissal or disqualification from consideration for employment.

## FITNESS FOR DUTY

Employees may be required to undergo a medical examination, at the discretion and expense of the Village, by a physician designated by the Village when an employee's ability to perform essential job functions or to safely perform job duties is in question. An Employee may be required to undergo a medical examination if involved in an accident in a Village owned vehicle. A medical examination may also be required when an injured Employee returns to work from an injury or illness, regardless of whether the injury or illness occurred as part of the individual's employment with the Village.

All employees are expected to be physically and mentally fit to perform their jobs in a safe manner at all times with or without a reasonable accommodation. If you are not able to perform your job or you are taking any medication that might affect your ability to do your job, you must inform you supervisorimmediately.

If a supervisor believes you are not fit to perform your duties, you may be sent home, relieved of certain duties, assigned to different duties, assigned to light duty, requested to take a medical examination, or asked for an explanation.

In accordance with the consent, you signed when employed, you may be requested to undergo a medical examination to determine your fitness for duty.

Any employee who refuses to cooperate with a determination of whether they are fit for duty will be subject to corrective action, up to and including termination.

If you are not fit for duty, you may be eligible for benefits, such as sick leave, family leave, intermittent leave, workers' compensation, group health care, or others. If you are not able to perform some duties but can perform others, an attempt will be made to reasonably accommodate your restricted activity.

## NOTICE OF DRUG-RELATED CONVICTIONS

Any Employee convicted of violating any federal or state criminal drug statute must notify the Human Resources within five (5) days of such conviction. For purposes of this notice requirement, a conviction includes a finding of guilt, a no contest plea, and/or an imposition of sentence by any judicial body for any violation of a criminal statute involving the unlawful manufacture, distribution, sale, dispensation, possession or use of any controlled substance or cannabis. Failure to notify the Human Resources Department pursuant to this policy may subject the Employee to disciplinary action, up to and including dismissal from employment. Illinois Drug free Workplace Act, 30 ILCS 580/2 (applicable if performing pursuant to a grant of \$5,000 or more).

#### Personnel Files

The Village will create a personnel file for each Employee that contains all pertinent employment information and forms that were used or relied on in making any employment decisions including (without limitation) the following: employment application, references, evaluations, commendations, disciplinary actions, and other job-related employment records. The Village will maintain a separate, confidential file for Employees' medical and benefit records, as well as any other confidential personnel records.

The Village will not disclose an Employee's disciplinary report, letter of reprimand or other disciplinary action to a third party or to a party outside of the Village's organization (except if disclosed to a union representative designated in writing) without first providing written notice to the Employee, mailed first-class mail to the Employee's last known address on or before the day the information is divulged. (When the request for such a record is made pursuant to IL FOIA, the Village may send the written notice to the Employee via first-class mail or through electronic mail). This paragraph is inapplicable, however, if (1) the disclosure is ordered in a legal action or arbitration; or (2) an authorized government agency requested the information as a result of a claim or complaint by the Employee or as a result of a criminal investigation by such agency.

All public records and nonpublic records related to complaints, investigations, and adjudications of police misconduct shall be permanently retained and may not be destroyed.

## AMERICANS WITH DISABILITIES ACT AND RELATED STATUTES

The Village is committed to complying with all applicable provisions of the Americans with Disabilities Act and the applicable amendments ("ADA"), as well as all other related State and

Federal Statutes. It is the Village's policy not to discriminate against any qualified Employee or applicant with regard to any terms or conditions of employment because of such individual's actual or perceived mental or physical disability (or association with a person with a disability) so long as the Employee can perform the essential functions of the job with or without reasonable accommodations if medically necessary. Consistent with this policy of nondiscrimination, the Village will provide reasonable accommodations to a qualified individual with a disability (as defined by the applicable law) and who has made the Village aware of their disability provided such accommodation does not constitute an undue hardship on the Village's business operations.

## Americans with Disabilities Act and Other Related Disability Statutes

Pursuant to the Americans with Disabilities Act (ADA) and other related State and Federal Laws, the Village has a commitment to ensure equal opportunities for Employees with disabilities. A very reasonable effort will be made to provide an accessible work environment and additional accommodation, including auxiliary aids and services. Employment practices (e.g. hiring, training, testing, transfer, promotion, compensation, benefits, dismissal, etc.) will be administered in such a manner as to not promote discrimination against Employees with disabilities.

Recruitment and selection processes will grant equal opportunity for employment to qualified applicants and will not discriminate based on disability. Reasonable accommodation will be provided upon request during an application/interview process.

<u>Requests for accommodation</u> – Upon request by the Employee or applicant, the Village will make reasonable accommodations to enable a qualified person with a known disability to perform one or more of the essential job functions. Department heads or supervisors should notify the Assistant Village Administrator of any requests received from Employees for accommodation. However, no supervisory Employee shall ask a subordinate whether they have some disability requiring accommodation.

<u>Complaint procedure</u> – All questions or complaints regarding non-compliance with the ADA shall be referred to the Human Resource Manager who also serves as the Village's Compliance Officer. The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and their designee as soon as possible after the alleged violation to:

Human Resource Manager ADA Coordinator 400 Park Avenue River Forest, IL 60305 As soon as possible after receiving receipt of the complaint, the Human Resource Manager or designee will meet with the complainant to discuss the complaint and the possible resolutions. The Human Resource Manager or designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the Village of River Forest and offer options for substantive resolution of the complaint.

If the response by the Human Resource Manager or designee does not satisfactorily resolve the issue, the complainant and/or their designee may appeal the decision within 15 calendar days after receipt of the response to the Village Administrator or designee.

Within 15 calendar days after receipt of the appeal, the Village Administrator or designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the Village Administrator or designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

Questions may be directed to the Human Resource Manager @ 708-366-8500.

## **REQUEST FOR REASONABLE ACCOMMODATION – INTERACTIVE PROCESS**

Employees with a disability who believe they need reasonable accommodation to perform the essential functions of their job should contact the Human Resources Department or their Department Head. The Village encourages individuals with disabilities to come forward and request reasonable accommodation when needed. If Employees feel uncomfortable making an accommodation request to the Human Resources Department or their Department Head, or they believe the accommodation request was not properly managed when made, they should report the matter to the Assistant Village Administrator.

On receipt of an accommodation request, the Village (usually the Human Resources Department) will meet with the requesting Employee as part of an interactive discussion process. During this interactive process, the Employee and the Village will discuss and identify the precise limitations or restrictions resulting from the disability and the potential accommodation(s) the Village might make to help overcome those limitations/restrictions and allow the Employee to perform the essential job functions of the Employee's position. The Village may request Employees obtain medical documentation supporting their reported need for reasonable accommodation in compliance with applicable laws.

The Village will determine the feasibility and reasonableness of the requested accommodation considering various factors, including but not limited to, the nature and cost of the accommodation, the Village's overall financial and other resources, the accommodation's impact on the operation of the Department, including the ability of other employees to perform their duties, and the Village's ability to provide its services to the public.

The Village will determine what is considered a reasonable accommodation on a case-by-case basis. The ADA does not require the Village to make the best possible accommodation, reallocate essential job functions, create new positions, or provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs, etc.). However, when the Village denies a particular request, it will endeavor to find and offer a reasonable alternative, if available.

#### POLICY AGAINST PREGNANCY DISCRIMINATION

The Village prohibits and does not tolerate discrimination against anyone on the basis of pregnancy, childbirth, and medical or common conditions related to pregnancy or childbirth. The Village also commits to making reasonable accommodations related to pregnancy, childbirth, and medical or common conditions related to pregnancy or childbirth. It treats all applicants and employees who are pregnant in the same manner as any other applicant or employee regarding job-related functions, benefits, and opportunities. No person or employee, no matter their title or position, has the authority, whether express, actual, apparent or implied, to discriminate against a pregnant employee or applicant.

The Village will not deny or remove an Employee from a position because the Employee is pregnant, considering pregnancy, or experiencing any pregnancy-related medical conditions. It will base all decisions regarding a pregnant employee's placement in, or continuation in, a job on the same considerations that govern all other employment decisions – the Employee's ability to perform the essential functions of the job in question satisfactorily, with or without reasonable accommodation.

Such reasonable accommodation requests may include, for example: more frequent bathroom breaks, assistance with heavy lifting, a private space for expressing milk, or time off to recover from the pregnancy. The Village will not discriminate against Employees because of their pregnancy and will not retaliate against Employees because they requested reasonable accommodation. For more information on pregnancy-related rights, visit www.illinois.gov/dhr. See also legal poster concerning the federal law known as the "Pregnant Workers' Pregnancy Fairness Act of 2023 (eff. 6/27/23).

## **EMPLOYMENT CATEGORIES**

Employment categories help determine how employees are classified for purposes of pay and benefits. The Village generally refers to the wages of non-exempt employees in an hourly figure. Compensation figures for exempt employees are quoted in annual salary amounts and will be paid in prorated amounts during the time they are working.

The Village organizes positions in three categories: regular full time, regular part time, and temporary/seasonal. These categories are determined by the nature of an employee's assignment and weekly work schedule. Each classification is assigned a level of benefits and privileges to be provided by the Village.

#### FULL-TIME EMPLOYEES:

The Village designates employees as "full-time" when they have satisfactorily completed their orientation period. The Village classifies full-time employees as exempt or nonexempt (depending on their job duties, authority, and salaried status). The Village generally schedules full-time employees to work at least 40 hours per workweek for four consecutive calendar quarters during a calendar year. The Village may require full-time employees to work additional hours as necessary to complete all assigned tasks and as needed during busy periods. Worked time must be tracked and submitted to their supervisor on a weekly basis.

#### PART-TIME EMPLOYEES:

The Village designates employees as "part-time" as those who work up to 35 hours per workweek. Regular part-time employees are only eligible for legally mandated benefits, including deductions for the Illinois Municipal Retirement Fund (IMRF) and medical benefits as mandated by Healthcare Reform (the Affordable Care Act). Unless expressly provided otherwise in a published policy in this Handbook or as required by law (i.e., accrual of paid time off), part-time employees, based on their hours worked, have limited benefits in this Handbook. Worked time must be tracked and submitted to their supervisor on a weekly basis.

NOTE: There is nothing in this Policy or the procedures in this Handbook that creates a guarantee of any number of hours of work per day, week or year.

#### SHORT-TERM OR SEASONAL EMPLOYEES

Regardless of hours worked in a workweek or period, the Village considers Employees designated short-term or seasonal as those who work in a specific function or project for a temporary and limited period, generally less than three quarters during a calendar year. The Village pays this type of employee by the hour, recorded in 15-minute intervals. Worked time must be tracked and submitted to their supervisor on a weekly basis.

The Village does not guarantee it will rehire short-term or seasonal employees in a subsequent season or, if rehired, that it will rehire them for the same position or for any particular period of time. Short-term or seasonal employees are ineligible to receive benefits set forth in this Handbook, except as expressly provided by an applicable plan document or as required by law (i.e., paid time off accrued based on number of hours worked). Upon expiration of a short term or seasonal work assignment, interested employees must apply for future employment opportunities and be considered like all other candidates for the same positions.

#### EXEMPT AND NON-EXEMPT EMPLOYEES

Exempt Employees are those who are paid on a salary basis and whose job duties are exempt from the overtime and compensatory provisions of the federal and state wage and hour laws. Exempt Employees are not eligible for overtime pay and their weekly salary covers all hours of work performed in a given workweek. The Village calculates their salaries on a weekly basis, but exempt Employees must still track and submit documentation of hours worked per workweek for record-keeping purposes.

Nonexempt Employees receive overtime pay or compensatory time in accordance with the Village's overtime and compensatory time policies and applicable laws. The Village typically calculates their pay rates on an hourly basis, and nonexempt Employees must use a time clock and/or time sheets to track and document hours worked per workweek. The maximum amount of compensatory time any Employee may accrue is 80 hours.

## OUTSIDE EMPLOYMENT

If an employee is interested in securing employment outside of their job with the Village, they must inform their Department Head and the Assistant Village Administrator. The employee must also submit any necessary paperwork to report the secondary employment, including but not limited to IRMA's "Secondary Employment" form. If it appears, in the sole discretion of a Department Head or Assistant Village Administrator, that the outside employment presents a possible conflict of interest or interferes with fulfilling job responsibilities at the Village, the Department Head and/or Assistant Village Administrator can require the Employee to leave their outside employment or resign from the Village if unwilling to quit their outside employment.

To avoid an actual or potential conflict of interest, employees may not accept work from or work for people or companies with whom the Village conducts any form of business. Further, employees are prohibited from performing work or volunteer activities for another entity while they are scheduled, requested, or expected to work for the Village. If there is any doubt about a potential conflict being present, employees should meet with their Department Head or the Assistant Village Administrator to discuss their plans.

Failure to terminate outside employment when so directed by a Department Head and/or Assistant Village Administrator may be cause for disciplinary action, up to and including dismissal from employment (no matter when discovered). Further, no employee is authorized to perform outside work activities (or volunteer activities) unless disclosed to management and provided IRMA's "Secondary Employment" forms have been fully completed and submitted to management on an annual basis.

# DRIVER'S LICENSE VERIFICATION

All employees occupying positions which require the operation of a Village vehicle or personal vehicle for Village business, shall be required to supply their driver's license number to Human Resource Manager for verification on an annual basis. If an employee uses their personal vehicle for Village business, proof of insurance may be required.

Employees required to have a Commercial Driver's License (CDL) may be randomly required to verify the status of their CDL between annual verifications.

Any employee who drives a Village vehicle or whose job duties require the use of a vehicle and a valid driver's license must notify their Department Head immediately if their driver's license becomes invalid for whatever reason; failure to do so may result in discipline up to and including dismissal.

## Performance Evaluation

The Village's performance evaluation process is designed to communicate performance standards and to evaluate performance results. The goal of the system is to define and communicate job expectations to employees. The evaluation process also provides an opportunity for feedback for both the employee and supervisor to assist in the career development process. This type of communication allows employees the opportunity to set goals, make career decisions, and to increase their value for the Village.

It is the Village's intention to complete annual performance appraisals each year for all employees, with a nine-month review for new employees (except as otherwise stated in collective bargaining agreements). The Village reserves the right to schedule performance evaluations at its sole discretion, including times in addition to or different from those set forth above as business needs dictate

Having a performance evaluation does not mean an employee will receive a compensation adjustment.

# **OPEN DOOR POLICY**

The Village promotes an atmosphere whereby employees can talk freely with members of management. It encourages employees, non-employees, and interns to discuss openly any problems with their immediate supervisor, so the Village may take appropriate action to address the issue when appropriate to do so. If the immediate supervisor cannot help, the Department Head, Human Resources, Assistant Village Administrator, and the Village Administrator are available for consultation and guidance. The Village is interested in all its employees' success and happiness with their employment and welcomes the opportunity to help employees whenever feasible. Be assured that no retaliation will be taken against an employee who utilizes this internal Open Door Policy. See Ethics Ordinance <u>here</u>.

# **ORIENTATION PERIOD**

The orientation period shall be an integral part of the evaluation process and shall be utilized as an opportunity to observe an Employee's work, to train the Employee, and/or to reject any Employee whose work performance fails to meet required work standards. An orientation Employee may be dismissed at any time for any reason during the orientation period. Successful completion of the orientation period does not grant a property right to the position, nor does completion of the orientation period create a contract or right to future employment. The following appointments are subject to an orientation period of nine (9) months.

- Initial employment
- Transfer (as may be recommended by the Department Head and approved by the Village Administrator.)
- Re-employment (after thirty (30) days separation).

• Promotion (six (6) month orientation period)

Supervisors shall observe the Employee's work performance and may counsel an orientation Employee whose work performance is marginal or inadequate. Supervisors are encouraged to conduct an informal review of the Employee's performance after nine (9) months.

Prior to the completion of the Employee's orientation period, the supervisor shall complete a performance review of the orientation Employee.

Prior to the completion of the Employee's Orientation period, the supervisor, with the approval of the Department Head, shall submit the Employee's performance review and may recommend one of the following actions to the Village Administrator.

- Recommend that the Employee be removed from orientation status.
- Recommend that the Employee's orientation period be extended for a period not to exceed three (3) months.
- Recommend that the Employee be dismissed.
- Recommend that the Employee be demoted or returned to a former position if a vacancy exists.

Any of the foregoing actions shall not, however, be subject to review or appeal by the Employee.

In the event of an unfavorable review of an Employee covered by a collective bargaining agreement, the Employee shall be subject to action in accordance with the applicable collective bargaining agreement, provisions of state statute and the Rules and Regulations of the Board of Fire and Police Commissioners.

## PROGRESSIVE DISCIPLINE

The Village believes that if our people are successful, our organization is successful. Therefore, we have established the following discretionary progressive discipline process to help provide feedback to Employees and consistent discipline for unsatisfactory conduct in the workplace.

The Village's best interest is to have disciplinary actions that are prompt and consistent. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the Employee for satisfactory service in the future. Employment with the Village is based on mutual consent and both the Employee, and the Village have the right to terminate employment at will, with or without cause or advance notice. The Village may use progressive discipline at its sole discretion.

As determined at the sole discretion of management, disciplinary action may include, but is not limited to, the options below. These options may be used in accordance with individual circumstances, Village policy, and the facts surrounding the situation, but they are not necessarily designed to be used in any order, and one or more options may be bypassed or repeated depending on, among other considerations, the severity of the situation and the number of occurrences. Progressive discipline is a discretionary process and does not preclude the immediate termination of an Employee at the Village's sole discretion.

- Verbal warning
- Written warning
- Suspension with or without pay.
- Termination of employment

In using progressive discipline, our goal is that most Employee problems can be addressed at an early stage, benefiting both the Employee and the Village. Management, in its sole discretion, reserves the right to determine when an employee's behavior is unacceptable and when and what disciplinary action is necessary under a given circumstance. Employees may be subject to discipline for poor performance and violation of Village policies and procedures. The type of disciplinary action that may be imposed may vary depending on the facts and circumstances surrounding each case. Nothing in this Handbook creates an obligation to follow any disciplinary procedure.

## PROMOTIONS AND TRANSFERS

Promotion shall be based upon merit, qualifications, experience, and the ability to fulfill the essential functions of the position.

- All promotions are made by the Department Head upon recommendation to and approval by the Village Administrator (except for positions under the jurisdiction of the Board of Fire and Police Commissioners). Employees who are being considered for promotion may be competing for the position with qualified individuals from outside the organization.
- When an individual is promoted or transferred, the Village Administrator will set the individual's salary in accordance with the approved compensation plan.

# Employment of Elected Officials

No person elected to the Office of Village President, Village Trustee, Village Clerk, or appointed to the office of Village Administrator shall be employed in any other capacity with the Village during the term that they hold appointed or elected office.

Immediate family (i.e., spouses, Civil Partners, children [birth, step, adopted], sibling(s), sibling-in-law, grandchildren) of the Village President, Village Trustees, Village Administrator, Assistant Village Administrator, and Department Heads, shall not be hired in any capacity during their tenure.

Applicants related to employees, other than specified above, shall be considered only based on their qualifications, experience, training, physical fitness for the job, and their personal character and integrity.

An employee may not be assigned to a position where that employee would directly supervise a relative.

# ATTENDANCE AND WORK PERIOD

## Recording of Hours Worked – Every Employee

The Village requires all employees to maintain an accurate and legible record of the hours worked, whether by time sheet, time clock or timecard (depending on the position). These time records, which employees' immediate supervisors must review and either approve or correct with documented explanation, are the basis for paycheck calculations (particularly for nonexempt employees) and serve as time worked records for the Village for all employees.

The Village expects employees to be ready to work at their scheduled start time. The Village gives employees unpaid meal periods under the Meal and Rest Period Policy in this Handbook. Employees are responsible for their own time records. Violation of this policy may result in appropriate disciplinary action, up to and including dismissal.

Employees are not to clock or sign in or out for other employees. Recording another employee's time record or falsification of any employee's time record is against the Village's policies and rules and is grounds for disciplinary action, up to and including dismissal.

#### WORK SCHEDULE

Department Heads shall be responsible for establishing their department's work schedules.

## MEALS AND REST PERIODS

Employees who work for 7½ continuous hours or longer are permitted to take at least a 20minute unpaid meal period by the start of the fifth hour. For example, an employee that begins work at 8:00 a.m. and who works until 4:30 p.m. may take a 20-minute unpaid break at 1:00 p.m.

The Village Administrator authorizes Department Heads to establish and arrange meal periods and reasonable rest periods during each workday that are most consistent with departmental operations. Non-exempt/hourly paid employees who work more than 7.5 hours in a day, they must take at least a 20-minute meal break (which is unpaid), and the meal break must take place within the first five (5) hours of the employee's shift. The granting of additional rest periods beyond this daily meal break is entirely at the discretion of the immediate supervisor or Department Head.

In general, employees working at least an 8-hour day will receive one unpaid lunch period (30 minutes) and two paid 15-minute break periods. Department Heads are authorized to establish the time and length of lunch and break periods during each day. If an employee does not elect to take a scheduled paid break period during the workday, it shall be forfeited.

Department Heads or their designees will ensure that lunch and break periods are not extended or denied unless emergency conditions exist. Lunch periods should not be scheduled at the beginning of the workday and shall normally be scheduled after the third and before the sixth hour of the workday. The granting of break periods and the determination of their length and time is discretionary by the Department Head. They shall be determined by considering departmental operations while complying with applicable state and federal regulations.

#### REPORTING TO WORK AND TARDINESS

Employees shall report promptly at their designated working place and shall devote their entire efforts during working hours to assigned duties. If an employee is unable to report for work as scheduled, they must notify their supervisor by telephone, text, or email based on the supervisors/ department policy as far in advance as possible. In any event, the supervisor should be notified not less than sixty (60) minutes before their designated starting time. Failure to notify the supervisor as provided herein may result in disciplinary action.

Employees must notify the Department Head or immediate supervisor as soon as possible if the Employee expects to be late for work. Tardiness may result in disciplinary action. Exempt and non-exempt employees may be subject to disciplinary action up to and including termination of employment for poor attendance and/or excessive tardiness in accordance with Federal, State, and local laws.

## UNIFORMS & APPEARANCE FOR WORK

Uniforms may be provided in accordance with Departmental Rules and Regulations. Employees are prohibited from wearing Village issued clothing for personal use. Upon separation from the Village, the Employee is required to return Village-issued uniforms.

Employees are expected to be well groomed, free of offensive odors and dressed in a manner suitable to their responsibilities and position. An employee's appearance must be business appropriate. Department Heads may establish individual department dress and appearance policies. When uniforms are furnished, they must be kept clean and neat and must be worn while performing duties for the Village. When safety equipment is issued to employees, it is mandatory that it be worn and/or used in the manner prescribed when performing tasks for which such equipment is provided.

## VILLAGE OF RIVER FOREST DRESS CODE POLICY

#### Purpose

The purpose of this policy is to establish guidelines for appropriate workplace attire to ensure a professional, respectful, and safe working environment.

#### Scope

This policy applies to all employees not covered by a union contract. Another exception to this policy is any employee that works outside the office more than 25% of the time, in accordance with their job description. These employees can wear casual Friday attire, if approved by their supervisor.

## **General Guidelines**

Employees are expected to dress in a manner that is appropriate for a professional office setting.

- Clothing should be clean, neat, and in good condition.
- Personal hygiene must be always maintained.

## Acceptable Attire – Monday – Thursday

Business Casual

- Tops: Dress shirts, blouses, polo shirts, sweaters, and turtlenecks.
- Bottoms: Dress pants, slacks, khakis, skirts, and dresses.
- Footwear: Dress shoes, loafers, flats, and professional-looking boots.
- Accessories: Ties, scarves, and modest jewelry.

Casual Fridays

- Tops: Polo shirts, blouses, casual shirts, and sweaters.
- Bottoms: Jeans (without rips or holes), casual pants, and skirts.
- Footwear: Casual shoes, clean sneakers, and loafers.
- Accessories: Ties, scarves, and modest jewelry.

*Day prior to a holiday* – at certain times the Village Administrator can approve casual Friday attire. Notice will be given to employees.

#### Always Unacceptable Attire

- Tops: Tank tops, halter tops, crop tops, T-shirts with offensive graphics or language.
- Bottoms: Shorts, sweatpants, leggings (unless worn under a dress or tunic), and excessively short skirts.
- Footwear: Flip-flops
- Accessories: Excessive or distracting jewelry, hats, and caps (except for religious or medical reasons).

## **Special Circumstances**

- Business Meetings: Business professional attire may be required for certain meetings. This includes suits, dress shirts, ties, and dress shoes.
- Village Events: Dress code for village events will be specified based on the nature of the event.

## Exceptions

Medical and Religious: Exceptions to the dress code will be made for medical reasons or to accommodate religious practices. Employees may reach out to Human Resources to discuss their request for an exception.

## Enforcement

- Supervisors and managers are responsible for ensuring compliance with this dress code policy.
- Employees who fail to comply with the dress code will be given a verbal warning and may be sent home to change into appropriate attire.

• Repeated violations may result in disciplinary action, up to and including termination of employment.

#### **Review and Amendments**

This policy will be reviewed annually and may be amended as necessary to reflect changes in company standards or industry norms.

## WORK PERIODS

In general, the work period for employment is defined as a consecutive seven (7) day period commencing at 12:00 a.m. Sunday and ending at 11:59 p.m. Saturday, the seventh day.

## PAY PERIODS

Employees are paid semi-monthly for a total of twenty-four (24) pay periods per year.

#### OVERTIME

The appropriate Department Head or Supervisor must approve in advance all overtime worked. Sick time hours shall not be included in hours of work for the purpose of calculating overtime. The rate of compensation shall be at the rate of one-and-one-half (1  $\frac{1}{2}$ ) times the hourly rate.

Employees scheduled for 40 hours weekly shall be entitled to overtime pay for any hours worked in excess of 40 hours in one work period. Hours worked includes use of compensatory time, vacation, and personal days.

All employees subject to collective bargaining agreements or memoranda of understanding are entitled to overtime pay in accordance with their respective agreements. Employees performing law enforcement or firefighting duties are subject to the period set forth in the collective bargaining agreement and under the Fair Labor Standards Act; overtime will be paid on that basis.

This policy shall not apply to Exempt Employees.

## COMPENSATORY TIME

Any employee who is eligible for overtime may request to accrue compensatory time off at a rate of 1  $\frac{1}{2}$  hours for each overtime hour worked. The request is subject to the Department Head's approval.

Compensatory time shall be earned at one and one-half (1 ½) times the hours worked, and time off shall be subject to the approval of the Department Head or their designee. Under no circumstances shall compensatory time off be granted where such granting would create a hardship, as determined by the Department Head, in the operation of the respective department. Earned compensatory time shall, if practical, be used within the fiscal year in which it was earned. Where such time may not be used in the same fiscal year, it will be paid

out. An employee shall not be permitted to accrue more than eighty (80) hours of compensatory time (53.33 hours of actual time worked). It is the responsibility of the employee to understand the total compensatory time balance to ensure they do not exceed this limit. Employees will not be permitted to accrue over this 80-hour (or 53.33 hours of actual time worked) limit. Any additional time over this limit must be paid out as overtime on the following pay period or based on the applicable collective bargaining agreement. Time accumulated more than 80 hours shall be paid out at the appropriate overtime rate.

# VILLAGE PROPERTY

The Village will issue equipment needed to perform your job. This might include keys or key fobs to access certain areas of Village properties. This is intended to help protect staff members and users of the service and safeguard confidential information held about them, both manually on the premises, and electronically, but accessed through VRF IT systems.

It is the policy of the Village to only issue key fobs for the Village premises, certain internal rooms / storage facilities, and grounds to staff members on a "required-for-role" basis. This ensures that the absolute minimum number of persons have the means to access certain areas of the Village premises at any time of day or night, ensuring that security levels remain consistently stringent, thus minimizing the risk of unauthorized access.

- The key fob or keys assigned to each employee are for that specific employee's use **only** for areas authorized by their supervisor.
- The key PIN is for that specific employee's use **<u>only</u>**, do not share the PIN with anyone.
- Employees should not lend their key fob to anyone to borrow.
- When using the key fob to enter the buildings be aware of your surroundings. If an employee notices any unusual circumstances or a suspicious person in the area, contact the Village Police Department immediately.
- It is **mandatory** that if an employee loses their key fob or any Village property, they must report it to their supervisor immediately and notify Human Resources.
- If an employee's employment ends for any reason, it is **mandatory** that the employee's key fob be turned into their supervisor before they leave, along with all other Village property.

# COMPENSATION PLAN

## COMPENSATION PLAN

At any time, the Village Administrator may deem it necessary to evaluate the current salary levels. Based on information derived from such studies, the Village Administrator may recommend to the Village Board changes in the assignment of salaries.

## SALARY RANGES

The Village strives to offer compensation packages which are commensurate with each position's responsibilities and help the Village attract and retain a highly qualified workforce. Salary is one component of an employee's total compensation package, and the Village may utilize other forms of compensation which are not addressed in this

policy. The Village strives to provide an attractive, competitive compensation program to its employees.

## Salary Schedule

The Administration and Finance Department is responsible for establishing and maintaining the Village's salary schedule. The salary schedule consists of salary ranges for each pay grade and reflects positions assigned to each pay grade. Each pay grade is constructed with a minimum and maximum dollar amount, which represents the lowest and highest base salary that may be paid for a job assigned to that pay grade.

The salary schedule may be adjusted based on cost-of-living adjustments awarded by the Village Board. Additionally, the salary schedule may be adjusted due to a market adjustment, if approved by the Village Board, based on periodic market comparability reviews.

## **Pay Grades and Position Analysis**

Each full-time position is assigned a pay grade commensurate with the levels of skill and responsibilities associated with the position. The Village conducts position analysis to calculate pay grades when new positions are created and/or when job responsibilities are substantially changed. Additionally, the Village conducts periodic reviews of all positions' pay grades through position analysis. Pay grades may be increased or decreased. Position analysis are a review of a position's responsibilities, formal educational requirements, experience requirements, skill levels and/or certifications required, and other requirements of the job.

## **Cost of Living Adjustment**

Employees must achieve an overall performance evaluation rating of "**meets** expectations" or higher to be eligible to receive a salary increase, including any cost-of-living adjustment awarded by the Village Board. Employees whose overall performance evaluation rating is below "meets expectations" may not receive a salary increase, including a cost-of-living adjustment.

## DEVELOPMENT AND MAINTENANCE OF SALARIES

Employees' salaries shall be determined regarding the following:

- Salaries for other Village positions;
- Relative difficulty and responsibility of positions;
- Availability of employees in particular occupational categories;
- Rates of pay in other comparable jurisdictions;
- The financial policies of the Village; or
- Such other considerations which may be appropriate.

# SALARY INCREASES

Salary increases shall be made on the recommendation of the Department Head to the Village Administrator, based upon a compensation plan approved by the Board of Trustees, except

as otherwise provided. No salary adjustment shall be automatic unless the employee is governed by collective bargaining agreement.

# PAYROLL DEDUCTIONS

The law requires that the Village make certain deductions from every employee's compensation. Among these applicable Federal, State, and Local income taxes. The Village must also deduct Social Security taxes on each employee's earnings (except for members of the Police and Fire union), up to a specified limit that is called the Social Security "wage base". The Village matches the amount of Social Security taxes paid by each employee. Medicare and mandatory pension plan withholdings are also deducted from each employee's earnings.

The Village complies with applicable wage/hour laws and regulations and prohibits improper deductions made to an employe's paycheck. The law outlines certain pay deductions that may not be made from the pay of employees exempt from the overtime provisions of the law.

The Village offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these benefit programs.

It is the policy of the Village not to take any improper pay deductions which would be in violation of the Fair Labor Standards Act, its regulations (specifically Section 541.602 (a)), or relevant state law or ordinance. Employees who believe their pay has been improperly deducted should report such an improper deduction immediately to the Finance Director. The complaint will be promptly investigated, and the results of the investigation will be reported to the complaining employee. If the employee is unsatisfied with the findings of the investigation, the employee may appeal the decision to the Assistant Village Administrator. Any employee whose pay is improperly deducted shall be reimbursed for such improper deduction is communicated to management.

# **EMPLOYEE BENEFITS**

The Village offers benefits that provide a well-rounded level of protection for eligible employees and their qualified dependents. Several of the programs (such as Social Security, worker's compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law. The terms and conditions of the employee benefit programs are governed by their respective plan documents. For information regarding employee benefits, contact Human Resources. Employee benefits are established and amended from time to time by the Village Board and/or Village Administrator.

# HEALTH, DENTAL, VISION, AND LIFE INSURANCE

All full-time employees are eligible to participate in the Village group health, dental, vision and life insurance programs. Insurance coverage(s) shall commence on the first day of employment and shall cease on the last day of the month in which the employment was terminated. A brochure describing the provisions of each insurance plan shall be furnished to every new employee and is available from Human Resources at any time.

Employees that opt out of the Village's health insurance plan may be entitled to an Insurance Refusal Reimbursement at the discretion of the Village Administrator and per budgetary constraints. Please contact Human Resources to learn more about this program.

# FLEXIBLE BENEFIT PLAN (MEDICAL AND DEPENDENT FLEXIBLE SPENDING ACCOUNTS)

The Village administers an IRS Section 125 Flexible Benefit Plan. The rules governing the plan are contained in the Plan Document. Employees may voluntarily authorize additional pre-tax amounts to be deducted from their paychecks and placed in their medical reimbursement and/or dependent care reimbursement accounts.

Per federal law and applicable Plan Documents, changes in the allocation may only be made during the open enrollment period prior to the beginning of the plan year, unless the Employee experiences a qualifying event under federal law, which may include: marriage, Civil Union, legal separation, divorce, death of a spouse or child, pregnancy, birth or adoption of a child, a change in employment status for the employee's spouse, or the termination of insurance coverage provided by a spouse's own employer.

Employees who have questions regarding qualifying expenses should contact Human Resources about procedures and documentation needed for reimbursement.

# NOTIFICATION OF MAJOR LIFE CHANGES

To ensure continuation of health insurance and other benefits, employees are required to promptly notify their supervisor of any major life change. Examples of major life changes are marriage, Civil Unions, divorce, or legal separation, change in dependent status, loss of insurance coverage by a spouse, birth, or adoption of a child. Employees should also contact Human Resources to notify them of a recent change of address or other contact information.

When a supervisor is notified of a major life change, the Department shall document the change on the Personnel Status Form and forward this to the Human Resource Manager.

# *Note: If the life change impacts the Employees' benefits, the Employee must submit documentation within 30 days of the life event.*

# RETIREMENT/ DISABILITY/ PENSION FUNDS

Employees are generally included in one of three (3) separate pension funds: Illinois Municipal Retirement Fund (IMRF) for non-sworn full time regular employees who are employed at least one thousand (1,000) hours per year; Fire Pension Fund for firefighters; and Police Pension Fund for police officers. Eligibility, participation, payroll deductions, and benefits are mandated by State and Federal laws. Village employees who participate in IMRF are also required to participate in Social Security. Police Officers and Firefighters appointed after March 1, 1986, are required to participate in the Medicare portion of Social Security.

# ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF)

Non-sworn full-time regular Employees of the Village shall contribute to the Illinois Municipal Retirement Fund (IMRF) according to the percentage required by law. The Village also contributes to the IMRF at the prescribed percentage set by law. For further information on this benefit, contact Human Resources.

Upon separation from employment at the Village, application may be made to IMRF for a refund of employee contributions if the Employee has not yet qualified for retirement benefits. Employees receiving a refund of their IMRF contributions are not eligible for a refund of the Employer contributions. Employees should note that applicable tax laws will apply to this refund.

If the individual becomes employed by another municipality or agency under IMRF, employee contributions are automatically transferred provided they were not previously refunded. However, employees may "buy-back" earned credit that was previously refunded according to specific instructions provided by IMRF.

To learn more about the benefits of IMRF for public sector employees, please contact IMRF or Human Resources.

## DEFERRED COMPENSATION

Employees may participate in the deferred compensation plan offered by the Village. Deferred compensation is a tax-deferred retirement plan, which involves deducting a portion of the Employee's salary from each paycheck which is then transferred to an investment fund selected by the Employee. The Employee's gross or taxable income is reduced by the amount deferred; therefore, income taxes are reduced. Income taxes are paid when the funds are distributed to the Employee (upon retirement, termination of Village employment, or in the event of an emergency). Human Resources can provide further information on this program.

## **EMPLOYEE ASSISTANCE PROGRAM**

The Village recognizes that a wide range of illnesses and problems can influence an employee's health, well-being, and job performance. These hardships may include alcoholism, drug dependence, emotional or psychiatric illnesses, marital and/or family discord, stress disorders, legal or financial difficulties.

The Village believes that it is in the best interest of its employees, the employees' family, and the Village to provide an Employee Assistance Program (EAP) to help with such hardships providing confidential and professional assessment, short-term counseling, and/or referral services. Information on how to contact the EAP is available on employee bulletin boards or by contacting your supervisor or Human Resources. Employees should be assured that use of the EAP Program is confidential.

#### TUITION REIMBURSEMENT

Recognizing the mutual benefits derived from personal growth and increased work competence, it is the policy of the Village, subject to the restrictions listed below, to provide financial assistance to full-time, regular employees interested in furthering their formal education.

To the extent sufficient funds are contained in the current budget, tuition reimbursement is available when a full-time employee is enrolled in an accredited university, college or adult education program, and the course and/or degree program being undertaken is directly related to the Employee's duties with the Village. While completion of a course of study provides an improved educational background, the accomplishment does not obligate the Village to reward such completion through promotion, transfer, reassignment, wage or salary increase, etc.

To be eligible for reimbursement under this program, the employee must have been employed by the Village for a minimum of one (1) year. No reimbursement shall be made unless prior approval is first obtained in accordance with the provisions of this section.

Any tuition benefit exceeding the federal tax law of \$5250.00 in a calendar year will be taxed as imputed income.

#### TUITION REIMBURSEMENT POLICY

Tuition reimbursement is available when a full-time Employee is enrolled in an accredited university, college or adult education program and the course and/or degree program being undertaken is directly related to the Employee's duties with the Village. The following tuition reimbursement plan shall apply when prior written approval for such reimbursement has been received from the Village Administrator. The Village may exercise its discretion under this Section to approve graduate-level courses for reimbursement, although such reimbursement (if granted at all) will normally be conditioned on obtaining the graduate degree and remaining with the Department for a period after obtaining the degree. The Village, upon receiving a payment receipt and after completion of the course shall reimburse the Employee at the rate of one hundred percent (100%). No payment shall be provided for a grade of "C" or lower.

#### Basis of Reimbursement

Tuition reimbursement for college credit may be based upon the following priorities:

- The amount of budgeted training funds available.
- The direct and immediate benefit derived by the Village because of this Employee completing the course.
- The length of time which the Employee has been employed by the Village and the length of time the Employee is expected to remain in the employ of the Village.
- The specific job-related nature of the course.
- The overall performance of the Employee.
- The length of time which the Employee has served the Village.

- The Employee's technical or supervisory responsibility.
- The compatibility of the course schedule and the Employee's work schedule.
- Other factors which may be relevant

Books, fees, mileage, lodging and other incidental expenses will not be reimbursed; only tuition is subject to reimbursement. The Village will not provide reimbursement if other sources (such as scholarships, grants, etc.) have or will provide for reimbursement, after an Employee has applied for such assistance. The Village reserves the right to deny or reduce some requests for tuition reimbursement if it is felt that the tuition is out of line with other area schools where similar courses can be taken at a more reasonable tuition cost.

#### **Obligation Period**

If an Employee voluntarily leaves the Village within three years of completing a reimbursed course, a percentage amount of reimbursed expenses will be due the Village according to the following table:

0 – 12 months	100%
12 – 18 months	75%
19 – 24 months	50%
25 – 36 months	25%

Such payments may be deducted from final paychecks or other monies owed to the Employee by the Village.

#### Depletion of Funds

When requests for training and reimbursement exceed funds specifically budgeted for that purpose, the Village Administrator may provide partial reimbursement of expenses to extend training opportunities to as many Employees as possible.

#### **Qualifications**

To qualify for tuition reimbursement an Employee shall:

- Complete the Request for Tuition Reimbursement form and submit it to the Employee's Department Head before enrolling in the course and prior to January 1.
- Obtain tuition reimbursement approval from the Employee's Department Head and the Village Administrator.
- Successfully completed the course with a grade of "B" or better.
- Submit to the Finance Department proof of satisfactory course completion and proof of amount spent on tuition.
- Have been classified as a full-time Employee with the Village for a period of at least one (1) year.
- Sign an agreement or promissory note agreeing to reimburse to the Village the amount of the tuition reimbursed if the Employee does not remain in the employ of the Village for a period of three (3) years after completion of a course.
- Any tuition benefit exceeding the federal tax law of \$5250.00 in a calendar year will be taxed as imputed income.

#### Approval of Reimbursement

Request for Tuition Reimbursement forms must be submitted to the Employee's Department Head no later than January 1. Final approval of a tuition reimbursement request will not be given until May 1. Actual reimbursement will not be made until after May 1 and successful completion of the course.

# VACATION LEAVE

Vacation leave is important and essential to an employee's health, morale, job satisfaction, and successful job performance. Vacation leave shall be scheduled by and approved by the Department Head, taking into consideration the departmental workload and the needs and demands of the Village. Whenever possible, employees should request vacation leave at least 48 hours prior to their requested time off. Employees should make every effort to use vacation leave during the year in which it is earned. The use of vacation leave is limited to that which is earned at the time of said leave, unless specifically approved by the Department Head and the Village Administrator. Department Heads should notify the Village Administrator if an employee requests to utilize more than 10 consecutive days of vacation or any combination of other leave time, as this might have negative implications on the operations of the department.

## ACCUMULATION DURING LEAVE

Credit for vacation leave shall not accumulate during any leave of absence without pay or during any lay-off or disciplinary suspension. Vacation leave shall continue to accumulate during a leave of absence with pay, during lost time due to an on-the-job injury or during an authorized vacation leave, sick leave, floating holiday, or personal days.

# HOLIDAYS DURING VACATION LEAVE

Whenever a paid holiday falls during an authorized vacation leave, the employee's leave on the date of the paid holiday shall be considered a holiday for payroll purposes and shall not be charged to the employee's accumulated vacation leave.

## MAXIMUM CARRY OVER

A maximum of 80 hours of an employee's vacation leave may be carried over from anniversary year to anniversary year.

Any earned vacation leave, more than 80 hours, which is not used before the end of an employee's anniversary year will be forfeited by that employee. Exceptions to this rule can be approved by the Department Head with final approval by the Village Administrator.

# PAYMENT OF VACATION LEAVE UPON TERMINATION OF EMPLOYMENT

Any employee leaving the Village shall be compensated for the vacation leave earned and unused at the date of termination of employment, at the employee's current pay rate, in accordance with state law. Any earned and unused vacation time will be paid out to the employee on the second check following separation from employment with the Village.

## WAIVER OF VACATION LEAVE

As vacation leave is granted to employees for a period of recreation, no employee shall be permitted to waive such leave for the purpose of receiving additional pay.

#### MINIMUM LEAVE

Vacation leave shall be taken in units of not less than one (1) hour at the discretion of the Department Head.

An employee in their orientation period may use earned vacation with prior approval of their supervisor. The purpose of the orientation period is to help the employee transition to a successful member of the team. Taking excessive time off during this period could be detrimental to the learning process.

#### VACATION

Eligible employees shall earn vacation leave for any month in which they receive compensation for more than eighty (80) hours of work. Vacation time will be prorated for any unpaid days. For purposes of this Section only, vacations, sick leave, holidays, workers compensation leave, and compensatory time shall be considered hours worked. Employees shall earn and accrue vacation leave monthly according to the following schedule effective May 1, 2012:

Years of Completed Service	Days of Vacation Earned (Per Month)	Total Days of Vacation (Per Year)
Upon Hire and through year 4	.8333	10
After 5 years	1.2500	15
After 10 years	1.6667	20
After 15 years	2.0833	25

## PART-TIME EMPLOYEES

Part-time employees that are scheduled to work at least 1040 hours per year or 20 hours a week shall be entitled to vacation leave on a pro-rata basis.

## HOLIDAYS

The following provisions shall govern paid holidays by the Village effective January 1, 2025. Holiday benefits for employees covered by any collective bargaining agreement shall be as set forth in such an agreement.

New Year's Day	Labor Day
Martin Luther King Jr. Day	Thanksgiving Day
President's Day	Friday After Thanksgiving Day
Memorial Day ***	Christmas Eve
Juneteenth	Christmas Day
Independence Day	Floating Day **

\*\* Unused Floating Holiday is not paid out on separation of employment with the Village. Effective Memorial Day 2025: \*\*\* Memorial Day is the Village's only Parade. If a non-union hourly employee is requested to participate in the parade and comes in on the holiday, they will be paid for the holiday and 1.5 times their hourly rate for any hours worked on the holiday. Any exempt employee that is required or requested to participate in the parade on Memorial Day will receive an additional Floating Holiday to use before December 31<sup>st</sup> of that year. The Floating Holiday will be added to the Employee's bank after confirmation and approval by the Village Administrator.

- Where a holiday falls on a normally scheduled workday, a full-time employee will receive the day off with pay at their straight time hourly pay. If an employee is called into work on a holiday, the employee will be paid as follows:
  - Regular straight time compensation for the holiday (8 hours), plus;
  - Time and one-half (1 <sup>1</sup>/<sub>2</sub>) of the employees' regular hourly rate for all unscheduled hours worked.
- Only hours worked will be used in computing the workweek.
- Where a holiday occurs during an employee's scheduled vacation, the employee shall be paid for the holiday and that day shall not be charged against the employee's vacation balance.
- Generally, if a holiday occurs on a Saturday, employees will receive the day off on the Friday before the holiday. If a holiday occurs on a Sunday, employees will receive the day off on Monday after the holiday.
- As noted above, employees receive one (1) floating holiday per year. The floating holiday does not accumulate from year to year. The floating holiday is accrued at the beginning of the calendar year and may be used immediately. A new employee that works less than 3 months in the calendar year is not eligible for a floating holiday in that year.

## Personal Days

Full-time employees are entitled to use two (2) personal days, per twelve-month period, issued on their anniversary date. Part-time employees who work 1,040 or more hours per year are entitled to a pro-rated use of personal days based on the annual number of hours worked. The use of the personal day is subject to the scheduling approval of the Department Head. Personal days are non-cumulative and must be taken within the employee's anniversary year. Personal days shall be taken in units of not less than two (2) hours. \*\* Unused personal days are not paid out on separation of employment with the Village.

## NIGHT MEETINGS & OTHER AFTER-HOURS ACTIVITY LEAVE

The Village recognizes that certain non-unionized executive, managerial, supervisory, and professional personnel are required to attend night meetings and perform work outside of normal working hours, which is not otherwise compensated. To recognize this additional service, these employees may be eligible for additional leave time.

The decision to grant additional leave, the amount to be taken, and when it may be taken is at the discretion of the Village Administrator. Additional Leave shall not exceed 40-hours, unless

otherwise approved by the Village Administrator and reviewed by the Finance Director or Assistant Village Administrator and documented accordingly, for an eligible employee in a calendar year, and is not considered accumulating paid leave.

## SICK LEAVE

Sick Leave is accumulated at a rate of one day of sick leave each month. Sick leave shall be earned by an employee for any month in which the Employee is compensated for more than eighty (80) hours of work. Sick leave may reach a maximum accumulation of two hundred forty (240) working days. All part-time and seasonal employees will receive at least 1 hour of sick leave for every 40 hours worked.

Sick leave is a privilege, not a right, extended to regularly scheduled full-time employees and qualified part-time employees. Sick leave shall be allowed only when the Employee is sick or disabled, when there is an illness in the Employee's covered family member (i.e., spouse, domestic partner, child (birth, adopted, step), sibling, parent (parent in-law or stepparent), grandparent, or grandchild), or for medical appointments which cannot be scheduled outside of working hours. A maximum of five (5) earned sick days per year may be used when there is an illness in the employee's family.

\*\* Unused sick time is not paid out on separation of employment with the Village.

## AUTHORIZATION OF SICK LEAVE

Each Department Head will have primary discretion for granting sick leave to employees in their department. Sick leave may **NOT** be used before it is earned.

## MINIMUM LEAVE

Sick Leave shall be taken in units of not less than one (1) hour.

## ACCUMULATION DURING LEAVE

Credit for sick leave shall not accumulate during any leave of absence without pay or during any lay-off or disciplinary suspension. Sick leave shall continue to accumulate during a leave of absence with pay due to an on-the-job injury, or during an authorized vacation or sick leave.

## **Reporting of Absence**

The Employee shall give notice of absence due to illness or injury to the immediate supervisor as far as possible in advance of the starting time for the scheduled workday. In any event, the supervisor should be advised not less than sixty (60) minutes before the starting time on the day of the absence. The Employee must detail the reasons for the absence and the anticipated duration of such an absence. In the interest of continuing to offer outstanding customer service in their absence, the Employee should notify their supervisor of any deadlines or other deliverables that may be impacted by their absence. This may include a phone call to the Employee; the supervisor will be sensitive to the Employee's health concerns during this time.

The notice shall be in the form of a phone call, text, email, or voice message. Department Heads should ensure each employee is aware of the preferred method of communication for such instances.

# MEDICAL CERTIFICATION REQUIREMENTS

A statement or other viable documentation shall be provided by a licensed physician for any use of sick leave of three (3) or more consecutive days unless specifically excused by the Village Administrator or designee. If the Department Head suspects abuse or a pattern of improper or unnecessary sick leave use or if the Employee does not supply such statement/documentation or said statement is not deemed satisfactory, the request for sick leave shall be denied and the time off shall be without pay, and the employee may be subject to discipline. Failure to report absence because of illness will result in time off without pay and/or disciplinary action up to and including dismissal. Any costs associated with providing a doctor's statement are the responsibility of the Employee. The Village may require a second opinion by a physician designated by the Village at the Village's expense. Prior to an Employee returning from sick leave, the Village may require a fitness for duty report from a licensed physician of the Village's choosing certifying that the Employee can return to work and perform, either with or without reasonable accommodation, the essential functions of that Employee's position.

The Village neither requests nor requires genetic information of an individual or family member of the individual and the Employee need not provide any genetic information when submitting the physician's note.

## **Other Conditions**

- Sick leave will be paid at the straight time rate and only for regularly scheduled weekly hours up to a maximum of forty (40) hours.
- Sick leave hours will not be included as hours worked in computing the workweek for the purpose of calculating overtime.
- Violations of the regulations for use of sick leave or requests for use for an improper purpose are an act of dishonesty and can result in disciplinary action up to and including dismissal in accordance with the Village's disciplinary procedures.

# SICK LEAVE BUYBACK

Sick Leave Buyback Program: Depending on your position, date of hire, tenure, and/or status as a union/non-union Employee, you may be eligible to participate in the Village's sick leave buyback program. If eligible, you are required to sell a certain amount of sick time back to the Village each year with the value of those hours deposited in your VEBA. For example, if you are eligible to sell 40 hours of sick leave back to the Village, those hours will be deducted from your sick leave bank and sold back to the Village at your hourly rate (i.e. 40 hours x \$25/hour = \$1,000 VEBA deposit). The current buyback schedules are as follows:

Non-Union: Based on sick hours used from July 1 to June 30; Employees must have a minimum of 36 days of sick leave (288 hours) as of July 1 each year to be eligible for the program.

Hours Used	Hours Sold Back
0	40
Over 0 up to & including 8	32
Over 8 up to & including 16	24
Over 16 up to & including 24	16
Over 24 up to & including 32	8
Over 32	0

Police Department Union: Based on sick hours used from May 1 to April 30; The information below is applicable to officers hired after May 1, 2013.

Hours Used		Hours Sold - 6- 10 Years of Service	
0	8	16	24
Over 0 up to & including 8	0	8	16
Over 8 up to & including 16	0	0	8
Over 16	0	0	0

Fire Department Union: Based on sick hours used from May 1 to April 30; The information below is applicable to firefighters/paramedics hired after May 1, 2013.

Hours Used	Hours Sold - 6- 10 Years of Service	Hours Sold – 11+ Years of Service
0	20	30
Over 0 up to & including 24	10	20
Over 24 up to & including		
48	0	10
Over 48	0	0

*Salary Contributions:* If you are in a police or fire bargaining unit, you are required by your collective bargaining agreements to contribute a certain percentage of your salary through payroll contributions.

#### TRANSITIONAL DUTY

Employees who suffer an illness or injury on or off duty and who cannot perform all the required and normal tasks of their position may be placed on transitional duty.

The Village may require an Employee who is on sick leave or Worker's Compensation leave to return to work in an available transitional duty assignment as more fully described below.

- The determination as to whether an Employee will be assigned transitional duty shall be made by the Department Head upon consultation with Human Resources. A Personnel Status Form documenting the transitional duty assignment must be completed and forwarded to Human Resources for placement in the Employee's personnel file.
- Under no circumstances will an Employee perform transitional duty without a written medical opinion from a physician stating that the Employee is able to perform transitional duty without significant risk that such transitional duty work would aggravate the Employee's condition.
- Nothing in this policy shall be construed to require the Village to create transitional duty assignments for an Employee. Employees will only be assigned to transitional duty assignments when the Village determines that transitional duty work exists, Village operations permit and that there is a reasonable expectation that the Employee will return to full duty.

#### Transitional Duty – Work-Related Injuries

Transitional duty has shown to be valuable in the rehabilitation of injured employees and can effectively reduce workers' compensation costs. Such a program can speed recovery, accelerate return to normal duties and allow the employee to maintain basic skills or learn new skills during recovery. Transitional duty programs allow continued social contact with fellow employees and income maintenance during the disability period, and are also credited with reducing employee turnover, training costs, overtime payment for replacement workers, improving employee morale, and increasing productivity. Transitional duty results in an earlier return to work, which reduces the chance that the employee will never return to the workplace.

Transitional duty is a temporary work assignment that should not normally exceed 90 calendar days but may be terminated prior to that time limit. Transitional duty is not usually appropriate when an employee has no reasonable expectation of returning to regular duty within 90 days. Transitional duty assignments can be extended if, in the determination of the Village Administrator such an extension would be in the best interest of the employee and the Village.

The goal of the transitional duty program is to progressively move an injured worker from restricted work status to full working capacity with as little time as possible away from the workplace. It is not a permanent accommodation for a disability. Transitional duty may be either modified or alternate duty.

Modified duty is temporarily changing the injured employee's regular job to accommodate current disabilities. Modified duty can include any of the employee's usual tasks that are consistent with the restrictions established by the treating physician. The benefit of modified duty is that it keeps the employee in the accustomed work environment with the same co-workers.

Alternate duty is a temporary job assignment that accommodates current restrictions. Alternate employment places the employee in an entirely different job during the recovery period. It can be a job that already exists but is vacant, or a temporary job assignment developed to accommodate employees that have temporary work restrictions. The advantage of alternate duty is that it will allow employers to accommodate employees whose jobs cannot be sufficiently modified to accommodate their restrictions.

Transitional duty work assignments will be pursued in accordance with the following procedures:

- A. Department heads are required to seek transitional work duties meeting the injured employee's medical work restrictions. Each department head shall establish a sample transitional return-to-work task listing for individuals with temporary physical limitations. The transitional duty assignments should be detailed, listing all physical requirements, particularly lifting and mobility requirements. Whenever possible, employees that have work-related temporary physical limitations will be assigned to these transitional duty assignments.
- B. The injured employee should be examined at the designated IRMA Medical Management Network facility immediately following an injury whenever possible and should continue to receive follow up care from the IRMA Medical Management Network facility if follow up care is necessary. However, injured employees have a legal right to obtain medical treatment from whomever they choose. If an injured employee chooses to see their own doctor, the doctor should complete a medical "Duty Status Report" and submit a copy to the employer. If the doctor cannot complete a medical "Duty Status Report", then they should complete a report or form addressing the injured worker's ability to return to work and specify any work restrictions that apply.
- C. The designated IRMA medical management facility should be aware of the availability of transitional duty work. The physician should immediately advise the Village, the Claims Representative and the nurse case manager of the injured worker's ability to return to work and specify any work restrictions that apply. The member can then determine what transitional assignments the injured employee can complete.
- D. The Village of River Forest designated IRMA Medical Management Network Facility shall be the primary source of medical treatment upon which decisions are based when evaluating an individual's capability to return to work with physical restrictions or limitations. Each time the injured employee is treated or examined, the designated IRMA medical management facility shall complete a medical "Duty Status Report" and submit a copy to the employer.
- E. Employees shall serve in transitional duty assignment for as long as they can perform productive work and are expected to return to full duty when at maximum medical improvement. Employees may be removed from limited duty assignments if appropriate work is not available, or if the employee cannot satisfactorily perform the work assigned.
- F. No full-time employee shall be moved from their regular job to make an early return-to-work assignment available to another employee.

- G. An employee may be required to attend training sessions, staff meetings, seminars, or continuing education programs as deemed necessary by the Department Head and the Village Administrator as part of a transitional return-to-work assignment.
- H. The nature of the injury and the skills of the employee and the needs of the department will determine what assignments are made. (EXAMPLE: An administrative or clerical employee with a broken arm may be able to perform transitional work that a maintenance worker with the same type of injury is unable to do.)
- I. It is the primary goal of this policy that departments find alternative work assignments for employees assigned to their respective departments. However, when the employee's department head cannot find suitable work, suitable restricted work should be sought in other departments.
- J. The Village of River Forest may arrange for a physician's evaluation of the employee at any time during a transitional-return-to-work assignment. This should be coordinated with the IRMA claims representative if it is a workers' compensation claim. The Village of River Forest may at any time, based upon its physician's recommendation, modify the employee's transitional duty assignment or remove the employee from transitional duty.
- K. If the injured employee refuses a transitional duty assignment consistent with physician approved restrictions for a workers' compensation claim, a certified letter shall be sent to the employee advising where and when to report to work. This letter shall advise the employee that failure to report for this work will result in notification of IRMA and that Temporary Total Disability (TTD) payments may be terminated. If the injured employee does not report for a transitional duty work assignment, the Department Head shall immediately advise the Village's claims coordinator. The refusal of transitional duty may also result in further disciplinary action or termination.
- L. Payment for reasonable and necessary medical treatments related to work injuries will not be discontinued based solely on failure to report to a transitional duty assignment. The employee has the right and may appeal discontinuance of TTD payments to the Illinois Industrial Commission.
- M. Employees on transitional duty shall be advised that they are not permitted, under any circumstances, to perform any work that violates their return-to-work restrictions.
- N. Employees on transitional duty shall be evaluated on a weekly basis by their department head according to the following criteria:
  - 1. Ability to perform the transitional duty assignment.
  - 2. Compliance with work restrictions.
  - 3. Need for modification of transitional duty.

The goal of a return-to-work policy is to facilitate the return to previous full duty work assignment. It is critical that a good job description be provided to the examining physician to allow the doctor to accurately assess the injured employee's ability to return to full duty.

The designated IRMA medical management facility should be provided with a job description which provides a detailed description including the physical tasks required of the employee and the physical demands necessary to complete the essential job functions. If possible, the employee should bring a copy of the job description to the initial visit. The nurse case manager and IRMA Claims Representative should also be provided with a copy of the employee's job description so they can share this information with all treating physicians. If the injured employee's current job description does not accurately and fully describe the physical demands of the job, a Physical Demands Summary form should be completed and sent along with the job description.

An Independent Medical Exam (IME) can be requested by IRMA at any time during a workers' compensation claim to address whether an employee is able to return to transitional or full duty as well as addressing medical causation and treatment issues.

Separate fitness for duty evaluations is not required under the Illinois Workers' Compensation Act and should not be necessary if the physician releasing the employee to full duty has a detailed job description including the essential physical tasks and physical demands of the job. Members who require fitness for duty evaluations are not scheduled by or paid for by IRMA.

If separate fitness for duty evaluations is utilized, there should be a consistent policy applied to all employees returning from an injury. If a fitness for duty physician determines an injured employee cannot return to full duty work, the injured employee should not be allowed to return to full duty even if the employee has been released to full duty by the employee's treating physician. If the fitness for duty physician makes treatment recommendations, the injured employee should be scheduled for a follow up examination to make sure the treatment is complete so the physician can provide a final assessment of the employee's ability to return to full duty work. Fitness for duty physicians should be provided with a detailed job description including the essential physical tasks required of the employee and the physical demands necessary to complete the essential job functions.

Functional Capacity Evaluations (FCEs) are sometimes prescribed by a treating workers' compensation physician to help the physician determine what job duties an injured employee can perform. FCEs are not necessary on all claims and are not recommended unless prescribed by a physician.

#### NON WORK-RELATED ILLNESS AND INJURY

Request for transitional duty assignments for non-work-related injuries and illnesses will be considered on a case-by-case basis depending on the skills of the employee and available work assignments. Work related injuries and illnesses and requests for reasonable pregnancy related accommodations or reasonable accommodations under the ADA, which do not create an undue hardship on operation of the Village will be implemented as required by current Federal and Illinois law and will take precedence over non-work-related injuries or illnesses. When an injured employee is released to return to full duty following a non-work-related injury or illness, a fitness for duty evaluation may be required depending on the severity of the injury or illness.

# BEREAVEMENT LEAVE

In the event of a death in the family, an Employee may take the following consecutive calendar days off and receive regular straight time pay for any regularly scheduled work shifts that fall during such consecutive calendar day period. Such calendar day period ordinarily shall start either the day of or the day after the Employee learns of the death. Further, in cases where extensive travel to the funeral is required or for other good and sufficient reasons, the department head or their designee may allow the Employee to commence the funeral leave at a later date.

- Five (5) consecutive calendar days for: spouse, Civil Partner, or child.
- Three (3) consecutive calendar days for: parent, sibling, parent-in-law.
- Two (1) days for: grandparents, grandchild, sibling-in-law, child-in-law, parent's sibling (includes spouse's parent's sibling).

Any additional time needed shall be taken as personal days, compensatory time or vacation leave and shall be subject to the approval of the department head. The Village Administrator or Department Head reserves the right to request documentation of absence.

The Village complies with the Illinois Family Bereavement Leave Act (IFBLA) and provides up to a maximum of two weeks (10 workdays) of unpaid bereavement leave to eligible Employees. In the event of the death of more than one covered family member in a 12-month period, an Employee may take up to a total of six (6) weeks of bereavement leave during the 12-month period. The Act does not create a right for an Employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to, the unpaid leave time permitted by FMLA.

# JURY DUTY OR WITNESS DUTY

A full-time or a part-time Employee working at least an average of twenty (20) hours per week shall receive full pay or pro-rated pay at their straight-time hourly rate for time not worked while serving on jury duty or testifying as a witness at the request of the Village or testifying under subpoena to matters related to their employment with the Village.

Employees are expected to return to work whenever possible during jury time and carry out as many of their job responsibilities as time permits during regularly scheduled working hours. In accordance with applicable laws, jury duty shall not adversely impact employment status.

Proof of summons should be provided to your supervisor prior to the date of jury duty.

While on leave for jury duty, an employee will receive their regular wages, in addition to any jury service payment they may receive from the court agency

# GENERAL LEAVE OF ABSENCE

Employees may submit a written request for a general unpaid leave of absence for personal matters. The decision to grant such leave shall be at the sole discretion of the Village Administrator. Such leave may be requested for:

- The continuation of or completion of a pursuit of a degree for the purpose of training in subjects related to the work of the Employee and which will benefit the Village.
- To recover their own health or attend to family illness.
- Personal business which will require an employee's attention for an extended period, such as a settlement of an estate, liquidating a business, attending court as a witness on non-Village related cases, and for purposes other than the above that are deemed beneficial to the Village service.

## **General Leave of Absence - Procedure**

- Employees may submit a written request to their Department Head asking for a leave of absence without pay. The request shall be in writing, stating the reasons for the request, the date desired for the start of the leave and probable date of return. The request along with the written recommendation of the Department Head shall be forwarded to the Village Administrator for authorization.
- Authorization for such leave shall be within the sole discretion of the Village Administrator whose decision will be based upon the operational needs of the department, the work record of the individual and the reason for the request.
- An Employee is required to exhaust available paid vacation and personal leave before unpaid general leave of absence commences.

#### **General Leave of Absence - Benefits**

- For the remainder of the month during which a general leave begins, the Village will continue to provide group health insurance coverage under the same conditions as it did before the leave began. Subsequently, such insurance coverage, if desired by the Employee and otherwise available through the Village, shall be fully paid for by the Employee through the duration of the leave.
- Except for group health coverage, an Employee is not entitled to accrue any other employment benefit while on a general leave (except as indicated in the Family Leave provisions).

## **General Leave of Absence - Duration**

A general leave of absence may be granted for up to twelve (12) workweeks. Extensions may be granted for additional periods of up to twelve (12) additional workweeks, not to exceed a total of twenty-four (24) workweeks.

#### **General Leave of Absence - Return to Duty**

- A return date shall be agreed to by the Employee and the Village Administrator at the time the general leave is granted. Generally, this will be the probable return date specified in the Employee's application.
- An Employee may request an extension of the general leave by making an application to the Village in the same manner as on original application. Provided, such an extension may not be granted more than the limit set forth in the General Leave of Absence Duration above.

- An Employee returning from general leave on the agreed upon return date will be placed in the employment position held before the leave began if the employment position is vacant. If the former employment position is not vacant, the Employee may be returned to the most equivalent and available employment position with the Village for which the Employee is qualified. The Employee may transfer to their former employment position if/ when it becomes available if they remain qualified. If the village does not have an open position when the Employee returns from general leave, the village is not obligated to create a position for the Employee.
- Prior to reinstatement after a general leave of absence for an illness, an Employee must present to the Department Head or Village Administrator a physician's written statement certifying that the Employee can return to work and can perform, either with or without reasonable accommodation, the essential functions of the employment position involved. The Village may also require a fitness for duty report from a licensed physician of the Village's choosing.

#### **General Leave of Absence - Resignation**

An Employee who fails to return from general leave on the designated return date, either as originally agreed or as extended, shall be considered as having abandoned and resigned their employment position with the Village.

# ADMINISTRATIVE POLICIES

## Code of Conduct

The Village is committed to providing a safe and professional working environment. To assure orderly operations and provide the best possible work environment, the Village expects employees to conduct themselves in a respectful manner that will protect the interests and safety of all employees and the Village. It is the duty of all employees to maintain high standards of conduct, cooperation, efficiency and economy in their work for the Village.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. Individual departments may also have rules and policies applicable to their employees. The following are examples of inappropriate conduct that may result in disciplinary action, up to and including termination of employment. This list is not intended to be an all-inclusive list, and unacceptable conduct not specifically covered by these rules may result in disciplinary action, up to and including termination of employment, depending on the circumstances. Examples of prohibited conduct which may lead to discipline include the following:

- Absence from duty, including the absence for a day, or portion thereof which is not authorized by prior approval
- Bullying behavior, which may include verbal, non-verbal, written (i.e. email, text messages, etc.), or physical acts for the purposes of negatively affecting an employee's work performance or creating an intimidating, hostile, or offensive work environment
- Boisterous, violent, or physically disruptive activity in the workplace or damage to Village property
- Unlawfully slandering or maligning an individual or their family

- Selling, distributing, using, consuming, being in possession of, or being under the influence of alcohol, cannabis, or drugs while on Village premises, while conducting Village business, while operating Village equipment, or while in the performance of any other assigned duties
- Excessive or unauthorized absenteeism or tardiness
- Failure to report changes in driver's license status (if driving or maintaining a license is part of the employee's job responsibilities) or criminal convictions
- Falsification of Village records or information, including timesheets and medical forms or other forms of dishonesty (including, but not limited to, lying during an internal investigation)
- Fraudulent statements or action involving Village business activities
- Receipt of remuneration and/or gifts, solicited or unsolicited, violating the Village's ethics ordinance, or engaging in unethical conduct in violation of Village policy or local, state, or federal law
- Insubordination, including failure or refusal to follow a supervisor's work order
- Failure to follow safety rules and regulations or failure to abide by safety practices
- Failure to follow procedures for promptly reporting all job-related injuries
- Violations of the Village's non-discrimination, anti-harassment, or bullying policies
- Unsatisfactory performance or conduct
- Any other misconduct as determined by the Village

#### FAMILY AND MEDICAL LEAVE ACT (FMLA)

Pursuant to the federal Family and Medical Leave Act, Village Employees may be entitled under certain circumstances to different or additional leave benefits. This policy explains how the Family and Medical Leave Act ("FMLA") applies to Village Employees.

If you have any questions which are not answered by this Policy, or if you would like any additional information, please contact Human Resources.

<u>Employees Covered</u> – To be eligible for benefits under the Act, you must: (a) have worked for the Village for at least 12 months, and (b) have accumulated 1250 hours of service in the 12 months preceding the leave.

<u>Permitted Reasons for Leave Under the Act</u> – An Employee is entitled to leave under the FMLA for one or more of the following:

#### Up to 12 weeks leave for:

- Birth of a child of the Employee and to care for such child.
- Placement of a child with the Employee for adoption or foster care.
- To care for the spouse, Civil Partner, child, or parent of the Employee, if the spouse, Civil Partner, child, or parent has a serious health condition.
- Because of a serious health condition that makes the Employee unable to perform the functions of the Employee's position.
- To handle personal affairs because of any qualifying exigency arising out of the fact that your spouse, Civil Partner, child, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a

contingency operation. The call to duty must be authorized under federal law and applies only to those in the National Guard, Reservists, and those called out of retirement from the regular Armed Forces. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

#### Up to 26 weeks leave:

To care for a spouse, Civil Partner, parent, child, or an individual for whom you are the nearest blood relative who has a serious injury or illness that was incurred in the line of duty while on active military duty, if the injury or illness may render the servicemember medically unfit to perform the duties of their military position Leave for an injured servicemember may be taken only once per servicemember, unless that servicemember has a subsequent injury or illness incurred in active military duty. Spouses employed by the Village who request injured servicemember leave may only take a combined aggregate total of 26 weeks leave for such purpose.

Any FMLA leave taken by an Employee for reasons *other* than an injured or ill service member will reduce the 26 weeks of available leave to care for an injured service member. As a result, if an employee requests injured servicemember leave, the maximum leave allowed will be up to 26 weeks, less any FMLA leave already used in the same 12-month period for any other reason.

Limitations on Reasons for Leave Under the Act – Where the need for leave is foreseeable, the Employee must give the Village 30 days' notice. Where the need for leave is not foreseeable or is not known 30 days in advance, the Employee must provide notice generally on the same day as they become aware of the need for time off. Employees who need intermittent leave for planned medical treatment, shall: (a) make a reasonable effort to schedule the treatment so as to not unduly disrupt the operations of the employer, subject to the approval of the health care provider, and (b) give the Village 30 days' notice, or if the treatment must begin in less than 30 days, notice generally on the same day as the need for leave becomes known.

Entitlement to leave for either the birth, adoption, or foster care placement of a child expires 12 months after the event.

A child is: (a) under 18 years of age, or (b) over 18 years of age, incapable of self-care due to a physical or mental disability for leaves other than for a qualifying exigency or to care for an injured service member. The latter two types of military-related leave apply to an employee's child, regardless of age.

<u>12-month period of Leave Available Under the Act</u> – The twelve-month period will be computed as a "rolling" 12-month period measured backward from the date an Employee uses any FMLA leave, other than leave for care of an injured servicemember. Leave to care for an injured or ill service member will begin on the first day of such leave and must be completed within 12 months of that date. Leave may either be continuous or may be taken intermittently under certain conditions.

Where a husband and wife, or Civil Partners, both work for the Village, if the leave request from either or both is for the birth or adoption of a child, to care for a sick parent (not "parent-in-law"), or to care for an injured servicemember, the spouses and Civil Partners are limited to a total of the maximum amount of leave (12 or 26 weeks) for both of them in the aggregate.

<u>Availability of Intermittent or Reduced Leave</u> – Where the reason for the leave is the birth or adoption of a child, leave may be taken intermittently or on a reduced time basis only with the consent of the Village.

The Employee may request intermittent or reduced time leave when it is medically necessary, or the event makes it necessary. Where an employee requests intermittent leave on this basis that is foreseeable based on planned medical treatment, the Village may require the Employee to temporarily accept an available alternative position for which the Employee is qualified, and which has: (a) equivalent pay and benefits and (b) better accommodates the periods of leave than the Employee's regular position.

<u>Certification of Need for Leave</u> – Leaves must be supported by adequate certification, at the Employee's expense, issued by a health care provider or, if applicable, military personnel or other service provider.

The Village will require that the Employee obtain recertification on a reasonable basis for serious health conditions. The Village may also require the Employee to report periodically on the status and intention of the Employee to return to work and will require the Employee to provide a certification of fitness to return to work prior to restoration from leave.

Approved forms for these certifications are available from the Human Resource Manager.

In connection with the above-described certificate which the Village requires, the Village, at its expense, may require the Employee (or family member) undergo a second examination regarding the serious health condition, by a health care provider of the Village's choosing. If the second opinion conflicts with the first opinion, the Village may, at its own expense, require the Employee to obtain a third opinion from a health care provider approved by the Employee and the Village, and that opinion will be final and binding.

If the Village does not receive a fully completed certification by the deadline (unless there is a legitimate reason for the delay), or if the certification does not confirm an FMLA-qualifying condition, the Employee's absences will be treated according to the Village's attendance standards.

The Employee may not be granted FMLA leave to gain employment or work elsewhere, including self-employment. If the Employee misrepresents facts to be granted an FMLA leave, the Employee will be subject to discipline up to and including dismissal.

<u>Protection of Benefits While on Leave</u> – The Village will maintain group health insurance coverage for an Employee on FMLA leave whenever such insurance was provided before the leave was taken, and on the same terms as if the Employee had continued to work. Where

appropriate, arrangements will be made for Employees on unpaid leave to continue to pay their share of health insurance premiums, including co- payments, while on leave. Failure of Employees to make these payments may result in the termination of the Village's obligation to maintain benefits. Additionally, the Village's obligation to maintain health benefits ceases if an Employee informs the Village of their intent not to return to work at the end of the FMLA leave, or when the leave is exhausted.

If an Employee fails to return from FMLA leave, the Village may recover from the Employee the amounts of the premiums paid to maintain the Employee's coverage during the leave unless the Employee's failure to return is the result of: (1) the continuation, recurrence or onset of a serious health condition that would entitle the Employee to leave or (2) other circumstances beyond the control of the Employee, as defined in federal regulations.

Where the Employee claims that the failure to return to work has been caused by the circumstances in number (1) above, the Village will require the Employee to submit a certificate from a health care provider to that effect.

<u>Maintenance of Other Benefits</u> – The taking of leave under the FMLA may not be used to deprive the Employee of any benefit accrued prior to the date that the leave commenced. However, while on leave the Employee is not entitled to accrued or earned benefits, such as seniority, other than as allowed by Village policy. Otherwise, during the period of leave an Employee's medical benefits are treated in the same manner as the Employee would have been entitled to have the Employee not taken the leave.

<u>Unpaid Leave:</u> Substitution of Paid Leave – Leave granted under the FMLA is unpaid. The Village will require that an Employee substitute any accumulated vacation, sick, personal, or other paid days off accrued for unpaid leave taken under the Act to the extent allowed by the FMLA and its regulations. The FMLA does not require the Village to provide paid sick leave or other paid leave under such circumstances where the Village would not usually provide such leave.

FMLA leave will run concurrently with any other applicable leave. For instance, short- term disability or worker's compensation leave will be simultaneously designated as FMLA leave as well, if the leave is also FMLA-qualifying.

<u>Restoration</u> – On return from leave provided for under the FMLA, the Employee is generally entitled to:

- Be restored to the position held by the Employee when the leave commenced; or,
- Be restored to an equivalent position with equivalent pay, benefits, and terms and conditions of employment.

An Employee has no greater right to reinstatement or to other benefits or conditions of employment than if the Employee had been continuously employed during the FMLA leave period. Therefore, restoration may be denied if the Employee would not have otherwise been employed at the time of the restoration. The Employee must return to work immediately after the expiration of the approved FMLA leave to be reinstated to the same or equivalent position.

There are also limited circumstances under the FMLA where restoration may be denied. Restoration may be denied to certain highly compensated "key" Employees under certain circumstances. These "key" Employees must be salaried and among the highest paid 10% of Employees. If you believe that you might fall into this category of "key" Employees, you should contact Human Resources for further information before using any FMLA leave.

#### Employee Responsibilities

Requests for FMLA leave must be made to the Employee's immediate supervisor or Human Resources at least 30 days in advance when the need is foreseeable. When 30 days' notice is not possible, the Employee must provide notice of the need to take FMLA leave as soon as practicable and generally must comply with normal call-in procedures.

Employees must provide sufficient information for the Village to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include:

- The Employee is unable to perform job functions.
- The family members are unable to perform daily activities.
- The need for hospitalization or continuing treatment by a health care provider
- The need for military family leave is supported by qualifying circumstances.

Employees also must inform the Village if the requested leave is for a reason for which FMLA leave was previously taken or certified. Except in cases where FMLA leave is taken for the birth or adoption of a child, Employees who request FMLA leave are required to supply applicable medical certification from a licensed health care provider, or other appropriate documentation as required for the specific leave.

The Village will inform Employees requesting leave whether they are eligible for FMLA leave. If they are, the Village will provide notice specifying any additional information required, as well as the Employees' rights and responsibilities. If they are not eligible, the Village will provide a reason for the ineligibility.

The Village will inform Employees if leave will be designated as FMLA leave and the amount of leave counted against the Employee's leave entitlement. If the Village determines that the leave does not qualify for FMLA leave, the Village will notify the Employee. The Village may initiate the process to determine whether to designate an Employee's absence as FMLA leave or simply designate leave as FMLA leave.

Employees who are on FMLA for their own serious health condition may be required to provide a "fit for duty" certificate prior to their return to work.

#### Use of Leave

FMLA leave does not need to be taken in one block of time. Leave can be taken intermittently (in separate blocks of time or by reducing the usual number of hours worked per workweek or workday) if the leave is taken due to a serious health condition or a qualified exigency. Employees must make reasonable efforts to schedule leave for planned medical treatment or

qualified exigencies so as not to unduly disrupt business operations.

#### Runs Concurrently with Other Leaves of Absence

Any combination of a leave of absence may not exceed the FMLA maximum limit (12 weeks for Basic FMLA Leave and 26 weeks for certain Military FMLA Leave), unless otherwise required by applicable federal or state law. Employees will be required to use any accrued paid leave time at the beginning of their leave. This time will run concurrently with the qualified FMLA leave of absence and any applicable state-provided leaves of absence. Also, FMLA and short-term disability (or worker's compensation) will run concurrently for Employees who qualify forboth.

#### **Benefits and Protections**

During FMLA leave, the Employee's health coverage under any group health plan is maintained on the same terms as if the Employee has continued to work. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an Employee's leave.

When FMLA leave ends, the Employee will be returned to the same position, if it is available, or to an equivalent position for which the Employee is qualified, unless the Employee is considered a "key Employee" under applicable regulatory guidelines.

If at the end of an FMLA leave, the Employee continues to be disabled under the ADA, the Employee should direct any requests, questions, and/or inquiries to Human Resources. If an Employee fails to return to work at the conclusion of the FMLA leave, the Employee will be responsible for reimbursing the Village for the cost of medical insurance paid by the Village to maintain coverage during the FMLA leave.

The Village will not interfere with, restrain or deny the exercise of any right provided under the FMLA or discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA. For more details and information regarding other leaves of absence, contact Human Resources.

#### MILITARY LEAVE

Village Employees are entitled to military leave, continuation of benefits and reinstatement rights as required under federal and State law. The Village's personnel policies shall be interpreted and applied at all times in compliance with applicable State and federal law. In the event of any inconsistency between the Personnel Manual and applicable State or federal law, the State or federal law shall control.

Military leave includes service in any branch of the Armed Forces of the United States or National Guard.

<u>Notice of Need for Military Leave</u> – Employees must give notice to their respective Department Head as to the need for military leave as soon as practicable, unless such notice

is precluded by military necessity, or the giving of such notice is otherwise impossible or unreasonable. Employees should also provide their Department Head with a copy of their orders for duty, so that the benefits they may be entitled to can be properly determined.

#### Entitlement to Leave and Benefits under USERRA and State Law

- Under USERRA and applicable state law, an Employee is entitled to a leave of absence from the Village for duty in the uniformed services, whether for active duty, training, inactive duty training, National Guard duty and the like. USERRA extends benefits to members of any branch of the armed forces, so long as the person is not discharged on a less than honorable basis and the absence from work for duty does not exceed a cumulative total of 5 years over the course of employment (which may be extended under certain circumstances, such as the Employee being ordered or retained on active duty, other than for training, due to war or national emergency declared by Congress or the President).
- USERRA leave of absence is not paid leave, but an Employee is entitled to use any paid vacation, compensatory time and floating holidays that were accrued prior to the period of military service to cover all or a portion of the leave.
- While on USERRA leave, an Employee remains entitled to all non-seniority-based benefits on the same terms as other Employees who are on unpaid leave. Additionally, an employee's time spent on USERRA leave will be regarded as a period of active service for calculating seniority-based benefits when the Employee returns to work (*e.g.*, calculating vacation time earned, seniority privileges under collective bargaining agreements, *etc.*)
- Employees on USERRA leave are entitled to COBRA insurance continuation benefits and may continue health insurance coverage in the same manner as an Employee on any other type of unpaid leave.

#### Additional Benefits Available under State Law

In addition to being granted a leave of absence, the following additional benefits are available under State law:

#### Continuation of pay.

Full-time Employees who are members of a reserve component or the armed forces or National Guard are eligible under State law for full or differential pay depending on the type of training or leave at issue.

To provide for proper payroll and audit documentation, any Employees receiving all or a portion of the regular pay compensation while on military leave must submit copies of their military pay stubs to their Department Head, payroll officer, or the Finance Department as directed by their Department Head. Employees are expected to make the necessary arrangements for such documentation with their Department Head.

<u>Health Insurance</u> – Employees on military leave may, but are not required to, continue their health insurance coverage through the Village under the same terms and conditions as applicable to other active Employees. Employees whose salary continuation amounts do not

cover the cost of any applicable Employee health insurance contribution may make voluntary payments to provide for continuation of health insurance coverage. Health insurance coverage will continue at such a time as the Employee returns to employment.

<u>Seniority and Other Benefits</u> – Employees while on military leave will continue to accrue seniority and other applicable benefits. Employees who are participants in a pension plan (*i.e.*, police, fire and IMRF pensions) may continue participation, with the Village making necessary employer contributions and the Employee paying any required Employee contributions, and the time spent in military service is treated as service credit for pension purposes. Contributions can also be made after reemployment.

#### Reemployment Rights

Notice of Return from Military Service and Request for Reemployment

An Employee must provide notice to the Village of return from military service and the intent to be reemployed in order to be entitled to reemployment rights under State and Federal law. Depending on the length of the Employee's leave, different notice timelines apply on how long an Employee has been away on military leave.

Employees may be required to submit documentation of the length and nature of their service and the date of their release from service upon requesting reemployment.

#### **Reemployment**

Reemployment rights will be as required under State and federal law. Generally, an Employee who properly requests reemployment will be restored to Village employment as required by law.

#### VICTIMS' ECONOMIC SECURITY AND SAFETY ACT (VESSA)

The following outlines the Village's implementation of the Illinois Victims' Economic Security and Safety Act (VESSA) and leave benefits available under VESSA. This policy is intended to summarize the provisions of VESSA, which are more fully stated in the statute. A copy of VESSA is available from the Assistant Village Administrator. Employees seeking more information concerning VESSA and its related leave benefits may contact the Assistant Village Administrator. All such inquiries will be treated confidentially.

The Village's personnel policies shall be interpreted and always applied in compliance with VESSA. In the event of any inconsistency between the Employee Handbook and VESSA, VESSA shall control.

#### Leave requirements:

<u>Basis for leave</u> – An Employee who is a victim of domestic, gender, sexual, or other crime of violence or has a family or household member, including Civil Partners, who is a victim of a crime of violence whose interests are not averse to the Employee may take unpaid leave from work in order to:

• Seek medical attention for, or recover from, physical or psychological injuries caused by the violence to the Employee or the Employee's family or household member.

- Obtain services from a victim services organization for the Employee or the Employee's family or household member
- Obtain psychological or other counseling for the Employee or the Employee's family or household member.
- Participate in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the Employee or the Employee's family or household member from future domestic or sexual violence or ensure economic security; or
- Seek legal assistance or remedies to ensure the health and safety of the Employee or the Employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.
- Attend the funeral or alternative to a funeral or wake of a family or household member who is killed in a crime of violence.
- Make arrangements necessitated by the death of a family or household member who is killed in a crime of violence.
- Grieve the death of a family or household member who is killed in a crime of violence.

<u>Period</u> – Subject to certification, an Employee shall be entitled to a total of 12 workweeks of leave during any 12-month period. This Act does not create a right for an Employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to, the unpaid leave time permitted by the federal Family and Medical Leave Act of 1993 (29 U.S.C. 2601 *et seq.*).

<u>Schedule</u> – Leave may be taken intermittently or on a reduced work schedule.

#### <u>Notice</u>

The Employee shall provide the Village with at least 48 hours' advance notice of the Employee's intention to take the leave, unless providing such notice is not practicable. When an unscheduled absence occurs, the Village will not take any action against the Employee if the Employee, within a reasonable period after the absence, provides certification.

#### **Certification**

The Village may require the Employee to provide certification to the employer that:

- The Employee or the Employee's family or household member is a victim of crime of violence; and
- The leave is for one of the purposes enumerated above.
- The Employee shall provide such certification to the Village within a reasonable period after the employer requests certification.

<u>Contents</u> – An Employee may satisfy the certification requirement by providing to the Village their sworn statement, and upon obtaining such documents the Employee shall provide:

• Documentation from an Employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the Employee or the Employee's family or household member has sought assistance in addressing violence verifying the effects of the violence and that assistance has been sought.

- A police or court record; or
- Other corroborating evidence.

#### **Employment and Benefits**

<u>Restoration to position</u> - Any Employee who takes leave under this Section for the intended purposes shall be entitled, on return from such leave:

- To be restored by the Village to the position of employment held by the Employee when the leave commenced; or
- To be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

<u>Loss of benefits</u> – The taking of leave under this Section shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

<u>Limitations</u> – Nothing in this subsection shall be construed to entitle any restored Employee to:

- The accrual of any seniority or employment benefits during any period of leave; or
- Any right, benefit, or position of employment other than any right, benefit, or position to which the Employee would have been entitled had the Employee not taken the leave.

<u>Status Reporting</u> – An Employee on leave under this Section shall make arrangements on such terms as may be required by the Assistant Village Administrator to report periodically to the Village on the status and intention of the Employee to return to work.

#### Maintenance of Health Benefits

<u>Coverage</u> – Except as provided in the statute, during any period that an Employee takes leave under this Section, the Village shall maintain coverage for the Employee and any family or household member under any group health plan for the duration of such leave at the level and under the conditions coverage would have been provided if the Employee had continued in employment continuously for the duration of such leave.

<u>Failure to return from leave</u> – The Village may recover the premium that the employer paid for maintaining coverage for the Employee and the Employee's family or household member under such group health plan during any period of leave under this Section if:

- The Employee fails to return from leave under this Section after the period of leave to which the Employee is entitled has expired; and
- The Employee fails to return to work for a reason other than:
- The continuation, recurrence, or onset of domestic or sexual violence that entitles the Employee to leave pursuant to this Section; or,
- Other circumstances beyond the control of the Employee.

#### **Certification**

<u>Issuance</u> – The Village will require an Employee who claims that the Employee is unable to return to work because of the continuation, recurrence, or onset of domestic violence, sexual violence, gender violence, or any other crime of violence that entitles the employee to leave pursuant to this Section; or other circumstances beyond the control of the employee to provide, within a reasonable period after making the claim, certification to the Village that the Employee is unable to return to work because of that reason.

<u>Contents</u> – An Employee may satisfy this certification requirement by providing to the Village:

- A sworn statement from the Employee.
- Documentation from an Employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the Employee has sought assistance in addressing domestic or sexual violence and the effects of that violence.
- A police or court record; or,
- Other corroborating evidence.

#### **Confidentiality**

All information provided to the Village pursuant to this policy, including a statement of the Employee or any other documentation, record, or corroborating evidence, the fact that the Employee has requested or obtained leave pursuant to this Section, and the fact that the Employee is not returning to work because of a reason above shall be retained in the strictest confidence by the Village, except to the extent that disclosure is:

- Requested or consented to in writing by the Employee; or
- Otherwise required by applicable federal or State law.

#### Substitution of accumulated leave

An Employee who has accumulated paid or unpaid leave (sick leave, vacation, floating holidays, compensatory time, or other leave) from employment may elect to substitute any period of such leave for an equivalent period of leave provided under VESSA.

#### <u>Village policies concerning non-discrimination, non-interference and non- retaliation.</u>

<u>Exercise of rights</u> – Neither the Village nor any Village Employee shall interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided under this Section.

<u>Discrimination</u> – Neither the Village nor any Village Employee shall discharge or harass any individual, or otherwise discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment of the individual (including retaliation in any form or manner) because the individual exercised any right provided under VESSA or opposed any practice made unlawful by VESSA.

<u>Interference with proceedings or inquiries</u> – Neither the Village nor any Village Employee shall discharge or in any other manner discriminate against any individual because such individual:

- Has filed any charge or has instituted or caused to be instituted any proceeding under or related to this Section.
- Has given, or is about to give, any information in connection with any inquiry or proceeding relating to any right provided under this Section; or
- Has testified, or is about to testify, in any inquiry or proceeding relating to any right provided under this Section.

<u>Employment</u> – Neither the Village nor any Village Employee shall fail to hire, refuse to hire, discharge, or harass any individual, otherwise discriminate against any individual with respect to the compensation, terms, conditions, or privileges of employment of the individual, or retaliate against an individual in any form or manner, and the Village shall not deny, reduce,

or terminate the benefits of, otherwise sanction, or harass any individual, otherwise discriminate against any individual with respect to the amount, terms, or conditions of public assistance of the individual, or retaliate against an individual in any form or manner, because:

The individual involved:

- Is or is perceived to be a victim of domestic or sexual violence or other crime of violence.
- Attended, participated in, prepared for, or requested leave to attend, participate in, or prepare for a criminal or civil court proceeding relating to an incident of crime of violence of which the individual or a family or household member of the individual was a victim; or
- Requested an adjustment to a job structure, workplace facility, or work requirement, including a transfer, reassignment, or modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, or implementation of a safety procedure in response to violence, regardless of whether the request was granted; or
- The workplace is disrupted or threatened by the action of a person whom the individual states has committed or threatened to commit violence against the individual or the individual's family or household member.

<u>Reasonable accommodation</u> – The duty not to discriminate as referenced in this Section includes not making reasonable accommodation to the extent required under VESSA. Requests for accommodation will be evaluated under the provisions of VESSA on a case-by-case basis and will be treated in a confidential manner.

#### COMMUNICATION POLICY

The Village herein sets forth procedures regarding the use of the Village's phone, computer, and electronic communications systems. These systems include, but are not limited to, telephone, cellular telephones, e-mail, voice mail, FAX communications, computers, and the Internet. These systems are to be used in a generally accepted, appropriate, professional, business-like manner.

#### Ownership & Privacy

The Village's communications systems and all information stored on them are the Village's property. All information and messages that are created, sent, received, accessed, or stored through these systems constitute Village records. These records, including e-mail and voice mail, while they may be considered private and confidential, may in fact be subject to disclosure pursuant to the Freedom of Information Act and may also be subpoenaed the same as paper records. There should be no expectation of privacy regarding any electronic communication created on the Village's systems or created for the purpose of conducting the Village business. Employees should not construe the use of passwords as they create an expectation of privacy. The Village reserves the right to monitor its communications systems, and all information stored on them at any time, with or without notice and to the extent permitted by applicable state and federal law, to ensure that such systems are being used in a manner consistent with the Village's business interests.

Highly confidential or sensitive information should not be sent through e- mail. The Village reserves the right to keep an employee's e-mail address and associated messages active for a reasonable period following an Employee's departure from the Village to ensure that important business communications reach the Village.

#### Prohibited Activities

- The Village prohibits the use of its electronic communications systems to communicate defamatory, offensive, harassing, disruptive or derogatory material or comments.
- Employees may not access the operating system of program files of any Village owned computer terminal or network without authorization by the Assistant Village Administrator.
- Employees may not upload, download, copy, receive or otherwise transmit any illegal information or materials.
- Employees shall not provide access or use of the Village's electronic communication systems to any unauthorized party.
- Unless specifically authorized, no phones, computers, monitors, printers, or accessories will be removed from any Village facility.
- No non-Village media (diskettes, tapes, CD's etc.) will be introduced to the network or to a personal computer without prior testing and approval by the Assistant Village Administrator.
- No software will be installed on any computer without first obtaining the proper licenses and authorization of the Assistant Village Administrator. The department must maintain documentation for all software licenses.

#### <u>E-Mail & Internet Use</u>

The Village provides e-mail and Internet access to its Employees to assist and facilitate business communication and to improve customer service. When an Employee is using e-mail or conducting business on the Internet, the Employee is representing the Village. Because of the ability of an Internet site to gather information about its contacts and because of the potential for viruses to spread throughout the network, it is imperative that all actions and communications be conducted in a safe, courteous, and ethical manner.

- With respect to e-mail and Internet confidentiality, the Village reserves the right to monitor all messages and sites visited, with or without notice to Employees. The use of a system log-on or password should not convey an expectation of privacy.
- Official records communicated via e-mail must be retained as long as needed for ongoing operations, audit, legal proceedings, research, or other known purpose. Generally, records transmitted through e-mail systems will have the same retention period as those in other formats as required by applicable law. Transitory messages and reference copies not requiring long-term retention must be deleted in a timely manner.
- Reading, altering, or deleting another person's e-mail or computer files without specific authorization of the Department Head is prohibited.
- The use of e-mail or the Internet for any illegal or unethical activities, or for any activity

that could adversely affect the Village, or its Employees, is prohibited. Regarding viruses, it is strongly suggested that an Employee not open any attachments to any email, unless they are sure they know the sender. Caution should also be taken in downloading files from Internet sites. The Village has taken precautions to alleviate the threat of viruses; the server and each PC have anti-virus software. The software is periodically updated. Under no circumstances is this software to be disconnected.

- If a virus from any source is detected, notify the Assistant Village Administrator immediately.
- Employees transmitting obscene or harassing messages or using derogatory language in an e-mail message will be subject to the same disciplinary measures as if the remarks were made in any other manner. Further, the Internet shall not be used for any illegal, improper, unprofessional or illicit purpose, *e.g. intentionally accessing sites that deal with pornographic or offensive material, gambling, etc.* Intentional misuse may subject the user to disciplinary action up to and including dismissal. (Police *criminal investigations that require access to special Internet services are exempt from this section.*)
- Incidental personal and non-business-related use of the Internet and e-mail may be permitted within reasonable limits, so long as it does not interfere with the Employee's job performance as determined by the Department Head.
- Resources of any kind for which there is a fee must not be accessed or downloaded without prior approval of a supervisor.
- During non-work hours, Employees that are not exempt from the Wage and Hour provisions of the Fair Labor Standards Act (FLSA) are prohibited from using Village email.

## **BLOCKING OF INAPPROPRIATE INTERNET CONTENT**

The Village may use software to identify and/or block from Village networks inappropriate or sexually explicit or violent Internet sites. In the event an Employee nonetheless encounters inappropriate or sexually explicit or violent material while browsing on the Internet, they must immediately navigate away from the site, regardless of whether the site was subject to blocking software from the Village. The Employee also should promptly report the issue to Human Resources so that appropriate action may be taken to work with the Village's IT Department to protect our resources and make sure others are not made to feel uncomfortable at work based on similar access or exposure to inappropriate sites.

#### GENERATIVE ARTIFICIAL INTELLIGENCE (AI) USAGE POLICY

#### Purpose

With the increasing popularity of Generative AI chatbots such as OpenAI's ChatGPT and Google's Bard, it has become necessary to outline the proper use of such tools while working at the Village of River Forest. While we remain committed to adopting new technologies to aid our mission, when possible, we also understand the risks and limitations of generative AI chatbots and want to ensure responsible use. Our goal is to protect Employees, clients, suppliers, customers and the company from harm.

#### **Overview**

While AI chatbots can be used to perform a variety of functions, this policy addresses only the use of a web-based interface to ask or "prompt" the chatbot in a conversational manner to find answers to questions or to create or edit written content.

Some examples of what could be created using an AI chatbot include:

- Emails and letters.
- Blog posts, reports and other publications.
- Sales and advertising copy.
- Policies and job descriptions.
- Spreadsheet calculations.
- Foreign language translations.
- Coding development or debugging.
- Document or information sorting.
- Outlines or summaries of internal or external information.

There are, however, risks in using this technology, including uncertainty about who owns the AI-created content and security/privacy concerns with inputting proprietary company information or sensitive information about an Employee, client, customer, etc., when interacting with the chatbot. Additionally, the accuracy of the content created by these technologies cannot be relied upon, as the information may be outdated, misleading or—in some cases—fabricated.

#### Eligibility

This policy applies to all Employees of the Village of River Forest and to all work associated with the Village of River Forest that those Employees perform, whether on or off company premises.

#### Policy

The use of generative AI chatbots will largely be allowed while performing work for the Village of River Forest, email addresses, credentials or phone numbers can be used to create an account with these technologies. No proprietary company data may be submitted (copied, typed, etc.) into these platforms.

Employees wishing to use generative AI chatbots should discuss the parameters of their use with their manager. Managers may verbally approve, deny or modify those parameters as best meets company policy, legal requirements or other business needs.

All AI chatbot-generated content must be properly cited, as must the use of AI chatbotgenerated content when used as a resource for company work, except for general correspondence such as email.

All AI-generated content must be reviewed for accuracy before relying on it for work purposes. If a reliable source cannot be found to verify factual information generated by the chatbot, that information cannot be used for work purposes. As generative AI chatbots may produce content that is plagiarized from its knowledge base, including copyrighted works, no text generated or partially generated from a chatbot will be eligible to have a Village of River Forest copyright, trademark or patent at this time.

Any violation of this policy will result in disciplinary action, up to and including termination.

#### Training

Once available, all managers will be trained in the proper use of generative AI chatbots in the workplace.

All questions related to this training should be addressed to the employee's manager.

#### **Ethical Use**

Employees must use generative AI chatbots in accordance with all the Village of River Forest conduct and antidiscrimination policies. These technologies must not be used to create content that is inappropriate, discriminatory or otherwise harmful to others or the company. Such use will result in disciplinary action, up to and including termination.

#### Monitoring

The Village of River Forest's Computer Use Policy and relevant monitoring policies still apply when using generative AI chatbots with company equipment.

If you have any questions regarding this policy, please contact Human Resources.

#### TRAVEL AND CONFERENCE POLICY

Approval of any travel or conference request is conditioned upon the availability of funds in the appropriate department budget. In general, no more than one national and one state conference may be authorized for any Department Head in any fiscal year.

The Village will encourage and embrace the concepts of a learning organization and will provide its employees with opportunities to learn and grow. From time-to-time employees will be required to travel to other locations for training. The following policies will act as guidelines to assist in compensating employees for expenses incurred as a result. Additionally, employees may be required to travel for business-related purposes. These guidelines will also apply.

# \*\*All travel expenses must be approved in advance of booking by the employee's immediate supervisor.

#### Ethics

In all cases, The Village of River Forest Code of Conduct Policy, shall apply along with any other policy or procedures of The Village of River Forest contained in this handbook (including but not limited to the anti-discrimination and anti-harassment policies) or elsewhere when traveling. Employees shall not take trips paid for by others, unless specifically authorized to do so by The Village Manager.

#### <u>Travel</u>

Travel to and from training will be by the most economic means possible and practical. Village employees will use a Village vehicle whenever possible.

When an employee uses his or her vehicle they will be reimbursed for mileage per the current IRS rate. Mileage will be calculated based upon the distance from the Village to the site of the training and back.

If travel by air is necessary, The Village will pay economy fare only.

All reasonable incidental fees will be reimbursed by the Village. Examples include, cab fare, transportation to and from the airport, parking fees, etc. Reasonable incidental fees do not include expenses for entertainment such as movies, plays, or concerts (except as provided below).

Employees issued Village cellphones should use their Village cellphone, when possible, to make calls when traveling on Village business.

While traveling, The Village will reimburse for meals up to rates as defined by the United States General Services Administration Per Diem Rate definition. Meal and lodging rates are defined by the location the employee has traveled to. Employees must use the US General Service Administration website available here: <a href="https://www.gsa.gov/travel/plan-book/per-diem-rates">https://www.gsa.gov/travel/plan-book/per-diem-rates</a> to determine the amount of reimbursement applicable and provide proof of that rate to finance along with documentation and travel reimbursement forms.

Employees must complete the Village's travel reimbursement form and provide receipts for any approved expenses greater than \$5.00. Failure to provide a receipt may result in the employee not being reimbursed for the expense.

All documentation and requests for reimbursement must be submitted within thirty (30) days of the date upon which the expense was incurred on, or in the case of travel, the last day of the trip.

#### **Conferences and Conventions**

The above policies will apply with the following differences:

The Village will pay all conference-related expenses including meals or other conferencerelated events. Employees will not be additionally reimbursed for those meals paid for as a part of the conference expenses.

The Village will not pay for any pre or post conference activities which are primarily social in nature.

The Village will pay for lodging at conference designated sites; however, if you choose to stay elsewhere, The Village will only reimburse you up to the charge levied by the conference hotels.

#### <u>Variances</u>

There shall be no variations to this policy unless specifically authorized by The Village Manager.

The Village shall reimburse employees for all necessary expenditures incurred at the request of The Village and in furtherance of the Village's business provided that the employee has obtained prior authorization from The Village to incur the expense and provided that the employee submits a request for reimbursement along with support documentation (receipts, invoices, etc.) within thirty (30) days of incurring the expense.

#### WORKPLACE INSPECTION POLICY

The Village wishes to maintain a safe work environment that is free of illegal drugs, alcohol, unauthorized firearms, weapons, explosives, or any material whose possession is illegal under federal or state law. To this end, the Village prohibits the possession, sale, transfer or use of such materials on its premises or in Village vehicles. The Village requires the cooperation of all employees in administering this policy.

Desks, cabinets, file drawers, file boxes, computer files, lockers and other storage devices may be provided for your convenience but remain the sole property of the Village and, therefore, employees should have no expectation of privacy with respect to these items. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the Village at any time, with or without prior notice. If you refuse to submit to a search or are found in possession of prohibited articles you will be subject to disciplinary action, up to and including dismissal.

#### GIFTS & GRATUITIES

Employees of the Village must fully comply with provisions set forth in the Illinois State Gift Ban Act. Any Employee found to be in violation of the Illinois State Gift Ban Act shall be subject to disciplinary action up to and including dismissal.

Employees shall not solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment, hospitality, loan, or other tangible or intangible item of monetary value from any person, corporation, or other organization who:

- Has, or is seeking to obtain, contractual or other business or financial relations with the Village.
- Conducts operation or activities that are regulated by the Village.
- Has outside interests that may be substantially affected by the individual's performance or non-performance as a Village official.
- Exceptions to the above would include:
  - Acceptance of gifts or other items with monetary value where there is an obvious family or personal relationship.

- Acceptance of any items from any one source during a calendar year having a cumulative total value of less than \$100 (cash may not be accepted at any time).
- Acceptance of loans from banks or other financial institutions on customary terms to finance proper and usual activities of Employees.
- Acceptance of unsolicited advertising or promotional materials, such as pens, calendars, or other items of nominal intrinsic value.
- The gift ban provisions of the Illinois Officials and Employees Ethics Act, to the extent they are more restrictive than above, shall control. The restrictions in this do not apply to gifts from people or firms serving in the capacity as appointed or elected officers of the Village.

#### GIFTS TO SUPERVISORS

An Employee shall not give a gift, nor solicit contributions from another Employee for a gift, to an Employee in a superior official position. An Employee in a superior official position shall not accept a gift presented as a contribution from Employees receiving less salary than the supervisor. Exception would include a voluntary gift in a nominal amount made on a special occasion such as a holiday, marriage, birthdays, illness, or retirement.

#### **REPORTING GIFTS & GRATUITIES**

All gifts, gratuities, or other items of monetary value, except as excluded above, should be reported immediately upon receipt thereof to the Employee's immediate supervisor.

#### JOB DESCRIPTION

The Village Administrator has the authority to revise job descriptions as necessary and at any time. All aspects of the job description may be modified, revised, or deleted at any time.

#### MEDIA CONTACT POLICY

Notify the Village Administrator, Assistant Village Administrator and/or Department Heads of any media contact. The Village Administrator may designate specific Employees to give out procedural, factual, or historical information on subjects or issues. Employees may not speak on behalf of the Village without prior approval.

#### NO SOLICITATION POLICY

Solicitation will not be permitted during working time or during non-working time in areas where it will disturb other Employees who are working. Distribution or circulation of printed material by Employees will not be permitted in work areas at any time. "Working time" refers to that portion of any workday during which an Employee is supposed to be performing any actual job duties; it does not include other duty-free periods of time. Solicitation and distribution by non-Employees in non-public areas of Village property is strictly prohibited.

#### PECUNIARY INTERESTS

It is the intention of the Village to avoid all business and financial transactions where there may be a possible conflict of interest. Therefore, it is the policy of the Village that no Employee shall have a financial interest, direct or indirect, in any contract with the Village, or be financially interested, directly or indirectly, in the sale to or by the Village of land, materials, supplies, or services, except on behalf of the Village as an Employee.

#### ROMANTIC AND/ OR SEXUAL RELATIONSHIPS

If a romantic or sexual relationship between a supervisor/manager and an Employee develops, it is the responsibility and mandatory obligation of the supervisor/manager to promptly disclose the existence of the relationship to the supervisor's Department Head, regardless of whether the supervisor/manager directly supervisors the employee. The Employee may make the disclosure as well, but the primary burden of doing so belongs to the supervisor/manager. The Department Head will inform the Village Administrator or Human Resources and others with need-to-know of the existence of the relationship, including in all cases the person responsible for the Employee's work assignments.

Upon being informed or learning of the existence of such a relationship, the Village may take all steps that it, in its discretion, deems appropriate. At a minimum, the Employee and supervisor/manager will not be able to work together on the same matters (including matters pending at the disclosure of the relationship), and the supervisor/manager must withdraw from participation in activities or decisions (including, but not limited to, hiring, evaluations, promotions, compensation, work assignments and discipline) that may reward or disadvantage any Employee with whom the supervisor/manager has or has had such a relationship. In addition, and for the Village to deal effectively with any potentially adverse consequences such a relationship may create, the Village encourages any person who believes they have been adversely affected by such a relationship, notwithstanding its disclosure, to make their views about the matter known to the Department Head, Human Resources, or the Village Administrator. This policy shall apply without regard to gender, sexual orientation, or marital status of the participants in a relationship of the kind described.

#### PERSONAL VEHICLE USE & MILEAGE REIMBURSEMENT

When an Employee uses their personal vehicle while conducting Village related business, the Employee shall purchase and maintain a vehicle insurance policy as necessary to comply with the minimum insurance levels required by Section 7-601 of the Illinois Vehicle Code and all other applicable state and federal laws.

Any Employee utilizing their private vehicle for Village business as approved by the respective Department Head, shall be entitled to reimbursement in accordance with the Internal Revenue Service's established rate.

#### VILLAGE VEHICLE USE

Village vehicles shall be used in accordance with applicable local, state, and federal laws as

well as Village and department policies and procedures. In general, a Village vehicle may not be driven outside of River Forest without the approval of the Department Head.

Unless otherwise approved, Village vehicles shall not be used for an Employee's personal use. Employees are responsible for the care and conservation of Village vehicles. Employees shall be free from the odor and influence of alcohol, and the influence of drugs at all times while driving a Village vehicle.

Employees shall not use a cellular phone, tablet or any other kind of electronic device while operating a Village vehicle. To use such a device, the vehicle must be turned off or pulled to the side of the road, with hazard lights flashing, and placed in park.

Certain authorized Department Heads and Deputy Chiefs are granted use of a Village vehicle. All other Village owned vehicles shall be limited to official business with no other Employee being authorized daily portal to portal or personal use, unless, during and because of the necessity of official business as authorized by the Department Head and Village Administrator or while serving as an acting Department Head.

#### CONCEALED CARRY & WEAPON-FREE WORKPLACE POLICY (REV. 2-14)

Public Act 98-0063 created a new "Firearm Concealed Carry Act" and amended other portions of many other statutes, creating a system whereby Illinois residents can apply for and receive a license to carry concealed firearms. The purpose of this policy is to comply with Public Act 98-0063, promote the objectives of the Village's Workplace Violence Policy, and to protect Village Employees' and residents' safety and welfare.

For purposes of this policy:

- "Firearm" means any handgun, rifle, shotgun, or any other type of "firearm" as that term is defined by the Federal Government.
- "Dangerous weapon" means any type of hazardous device or substance, dangerous knife (such as switchblade or ballistic knives), bludgeon or other weapon whose possession is a criminal offense under the State of Illinois Criminal Code.

It is the policy of the Village that all property, buildings, or portions of buildings, as well as Village vehicles, owned or under the control of the Village are designated as "Prohibited Areas" for concealed carry licensees to carry firearms or dangerous weapons of any type, concealed or unconcealed. All Prohibited Areas that are buildings must clearly and conspicuously display a 4"x6" sign on the premises, which states that concealed firearms are prohibited. Signs shall be in accordance with the design approved by the Illinois State Police. The Village Administrator, or their designee, shall determine the placement of these signs at all buildings and restricted parking area entrances. The Village Administrator, or their designee, shall be responsible for the placement and maintenance of the signage.

• All Village Employees, except as exempted below, including contract and temporary Employees, regardless of whether they are licensed under Illinois law, are strictly prohibited from carrying any firearm or dangerous weapon into any Prohibited Area.

- Village Employees, except as exempted below, including contract and temporary Employees, regardless of whether they are licensed under Illinois law, are strictly prohibited from possessing or carrying firearms or dangerous weapons while acting within the course of their employment, whether they are on Village property.
- A firearm may be transported into a parking area within an Employee's personal vehicle if the firearm and its ammunition remain locked in a case out of plain view within the parked vehicle. "Case" is defined as a glove compartment or console that completely encases the firearm and its ammunition, the trunk of the vehicle or a firearm carrying box, shipping box or other container. The firearm may only be removed for the limited purpose of storage or retrieval from within the trunk of the vehicle. A dangerous weapon or firearm must first be unloaded before removal from the vehicle. All Employees who are storing their firearm in their personal vehicle, pursuant to Illinois law, must inform the Village Administrator the location their vehicle is parked.
- <u>Exempt Employees</u> This policy does not apply to Sworn Village of River Forest Police to the extent that their duties require them to carry a firearm.
- Any Employee found to have carried a dangerous weapon or firearm onto a Prohibited Area knowingly, or found to be carrying a dangerous weapon or firearm under circumstances in which the Employee should have known that they were in possession of a dangerous weapon or firearm, may be subject to discipline up to and including, but not limited to, immediate termination of employment, subject to such other employment rules or regulations as may be applicable.
- Any individual visiting or conducting business on Village property found to have carried a dangerous weapon or firearm into a Prohibited Area knowingly, or when the person should have known that they were in possession of a dangerous weapon or firearm, may be banned from Village property.
- Any individual found to have carried a dangerous weapon or firearm into a Prohibited Area knowingly or found to be carrying a dangerous weapon or firearm when the individual should have known that they were in possession of a dangerous weapon or firearm, may be subject to administrative action by the Village and possible arrest and prosecution. Violations of this Policy may result in referrals to external law enforcement agencies.

Employees who have a question about this policy, or who suspect an individual has acted or is acting in violation of this policy, are required to notify the Police Chief immediately.

#### POLITICAL ACTIVITY

All Employees are urged to exercise their individual right to vote as citizens. No Employee may use their official position to coerce, influence or inhibit others in the free exercise of their political rights. No Employee shall engage in political activities during working hours, or on duty, or while wearing or utilizing any equipment, wearing apparel or supplies owned or provided by the Village.

#### PROHIBITION ON RETALIATION AGAINST A WHISTLEBLOWER

The Village is committed to identifying and stopping improper governmental actions as defined by the Public Officer Prohibited Activities Act (50 ILCS 105/4.1) and maintaining a work environment free of retaliation against those who report, testify about, or participate in investigations regarding alleged improper governmental actions. The Village will not tolerate retaliation against employees for reporting improper governmental actions, cooperating with investigations into the same, and/or testifying in a proceeding arising out of an improper governmental action. Any report of retaliation will promptly be reported to the Village's appointed Auditing Official for review. All employees are responsible for reporting improper governmental actions as well as reporting any retaliatory conduct resulting therefrom.

#### Appointed Auditing Official:

The Appointed Auditing Official is an individual appointed by the Village whose duties are to receive, register, and investigate reports and information concerning misconduct, inefficiency, and waste within the Village based upon the prohibitions set forth below. The Village has appointed the Village Attorney as its Auditing Official. Contact Human Resources for the most up to date contact information for the Village Attorney.

#### Who is Covered:

Anyone employed by the Village, whether in a permanent or temporary position, including full-time, part-time, and intermittent workers. This includes members of appointed boards or commissions, such as the Village Pension Board and, Board of Fire and Police Commissioners, whether or not paid. Further, this policy covers persons who have been terminated because of any report submitted under this policy.

#### What is Covered:

Improper governmental actions under this Policy include any action by the Village (including its employees, appointed officials and elected officials) that is undertaken in violation of a federal, State, or Village law or rule; is an abuse of authority; violates the public's trust or expectation of the individual's conduct; is of substantial and specific danger to the public's health or safety; or is a gross waste of public funds. For purposes of this policy, an "improper governmental action" does not cover personnel actions or violations of collective bargaining agreements unless the personnel action or violation amounts to retaliation within the meaning of this policy.

#### What is Prohibited:

The Village prohibits retaliation, or threats of retaliation, made against a Village employee based on the employee's reporting of improper governmental actions, cooperating with investigations into the same, and/or testifying in a proceeding arising out of an improper governmental action.

Retaliation means any adverse change in an employee's employment status or the terms and conditions of employment that results from an employee's protected activity under this policy. Retaliation includes, but is not limited to, denial of adequate staff to perform duties; frequent staff changes; frequent and undesirable office changes; refusal to assign meaningful

work; unsubstantiated letters of reprimand or unsatisfactory performance evaluations; demotion; reduction in pay; denial of promotion; transfer or reassignment; suspension or dismissal; or other disciplinary action made because of an employee's protected activity under this policy.

#### **Report Filing Procedure**:

If employees covered by this policy believe there has been improper government action and/or they were subject to prohibited retaliation under this policy, they must report the improper government actions and/or retaliatory acts to the Auditing Official. The employees must submit their report in writing within sixty (60) days of gaining knowledge of the improper government action and/or retaliatory conduct. If the alleged retaliation involves the Village's designated Auditing Official, the employees may submit their report to Human Resources or any State's Attorney. All reports under this policy will be promptly and thoroughly investigated. These investigations shall remain confidential unless the employee chooses to waive confidentiality, or the disclosure of the employee's identity is required by law.

#### **Responsibilities of Auditing Official:**

The Auditing Official is responsible for determining whether improper government actions and/or retaliation have occurred under this policy and/or the Public Officer Prohibited Activities Act. In doing so, the Auditing Official has the power and authority to conduct investigations consistent with this policy, seek legal advice, and/or transfer a report to outside investigators for investigation, including but not limited to the local State's Attorney. In the event the Auditing Official concludes that an improper government action and/or retaliation has occurred or that a Village official has hindered the investigation, the Auditing Official shall notify the Village President and anyone else that the Auditing Official deems appropriate.

#### Penalties for Policy Violations:

Village employees who are found to have committed an improper governmental action and/or engaged in prohibited retaliation under this policy and/or the Public Officer Prohibited Activities Act may be subject to discipline, up to and including discharge. If the Auditing Official concludes that a Village official or employee has engaged in improper governmental action and/or retaliation prohibited by this policy and/or the Public Officer Prohibited Activities Act, the Auditing Official will refer the matter to a local State's Attorney for the potential imposition of monetary fines and/or criminal prosecution as permitted by the Act.

#### **Remedies for Retaliation**:

When the Auditing Official concludes that an employee has been subject to prohibited retaliation under this policy and/or Public Officer Prohibited Activities Act, the Auditing Official may submit a recommendation to the Village President and Board of Trustees for appropriate reimbursement or restitution.

#### **Employee Notice Requirements:**

The Village shall provide copies of 50 ILCS 105/4.1 and this policy to all new employees upon

commencement of employment, as well as all current employees on an annual basis.

#### Other Village Work Rule Violations:

Nothing in this policy is intended to limit the Village's ability to discipline, discharge and/or remove an employee or official for conduct that violates other Village policies, procedures and/or work rules, even if such conduct does not technically qualify as an "improper governmental action" or "retaliation" under this policy and/or the Public Officer Prohibited Activities Act, or even if such conduct was reported more than 60 days after the employee gained knowledge of the conduct.

#### SAFETY

Each Employee is required, as a condition of employment and continued employment, to develop and exercise safe work habits in the course of their employment, to prevent injuries to themselves, their fellow Employees and to conserve Village property and equipment. In addition, all Employees are required to bring any unsafe working conditions to the attention of the Village. Failure to maintain an appropriately safe working environment may be grounds for discipline up to and including dismissal.

All Employees are required to review and become familiar with the policies and procedures outlined in the Village Safety Manual.

#### **BLOODBORNE PATHOGEN**

To comply with the OSHA Bloodborne Pathogens Standards, the Village has implemented an Exposure Control Plan as summarized in the Safety Manual. The purpose of the Bloodborne Pathogens Standards is to reduce occupational exposure to Hepatitis B Virus (HBV), Human Immunodeficiency Virus (HIV) and other Bloodborne Pathogens that Employees may encounter within the workplace.

The objective of the Exposure Control Plan is to: (1) protect Employees from the health hazards associated with bloodborne pathogens; and (2) provide appropriate treatment and counseling should an Employee be exposed to bloodborne pathogens. Details of the plan are contained in a separate document.

#### Smoke Free Environment

The Village has designated the Village Hall, the Police Department, the Public Works Garage, the Water Pumping Station, the Fire Station, within 15 feet of all public building entrances, and all Village owned vehicles as smoke free areas.

#### TOXIC SUBSTANCES INFORMATION

In accordance with the Toxic Substance Disclosure to Employees Act, 820 ILCS 255/1, et. seq. the Village will require all suppliers to identify whether any substances, mixtures, or compounds purchased and used by the Village are considered a "toxic substance" as determined by the Illinois Department of Labor.

In accordance with the Toxic Substances Disclosure Act, the Village will attempt to ensure that all Employees receive the necessary information concerning the nature of any toxic substances with which the Employee must work, and full information concerning the known and suspected health hazards of such toxic substances. Annual training will be provided for effected Employees.

Employees will be given personal instruction with respect to methods of material handling for each toxic substance to which the Employee will be exposed in the normal course of their employment. The Village will require that every supplier provides a "Material Safety Data Sheet (MSDS)" on each toxic substance, which the Village may purchase and use. Employees will receive education and training information with respect to all toxic substances to which the Employee is routinely exposed including methods in material handling, MSDS information, and a summary of Employee rights under the Toxic Substances Disclosure to Employees Act.

Any Employee (or the Employee's doctor or representative) may obtain a copy of an MSDS by written request to the Employee's immediate supervisor, who will then forward the request to the Department Head. The Village will provide the Employee with a copy of the MSDS, and if the Village does not possess the requested MSDS, the Employee will be so notified and a written request from the respective department will be submitted to the seller of the toxic substance within ten (10) days. If the seller fails to provide the Village with an MSDS within thirty (30) days, the Village Administrator's Office will file a complaint with the Illinois Department of Labor, and a copy of the complaint will be provided to the Employee originally requesting the MSDS. The Village Administrator's Office shall forward the MSDS to the requesting Employee within ten (10) days of receiving it from the seller of the substance.

In accordance with the Act, the Employee may not refuse to work with a toxic substance if the Village makes a good faith effort to provide a Material Safety Data Sheet to the Employee within the time limits and process as specified in the Act.

#### SEPARATION FROM EMPLOYMENT

#### RESIGNATION

An Employee wishing to voluntarily separate Village employment and be considered in good standing shall submit to their Department Head a written resignation stating the reason for separation ten (10) working days prior to separation date.

The Village Administrator may waive the ten (10) working day notice requirement and require or otherwise allow an Employee to leave the Village immediately while still be considered in good standing, if the waiver is deemed to be in the best interest of the Village. In this instance, the Village Administrator may further pay the Employee, in lieu of notice, their regular rate of pay for up to ten (10) working days.

\*\* Any earned and unused vacation time will be paid on the next scheduled paycheck following termination.\*\*\* The Employee is not eligible to receive payment for any unused and

earned sick days, floating holidays, or personal days except as provided in a Collective Bargaining Agreement or Memorandum of Understanding.

A copy of the Employee's letter of resignation shall be forwarded to the Village Administrator.

Upon separation or retirement, the Employee may be eligible for the following:

- Pay for any unused earned vacation days at the Employee's current rate of pay. The Employee is not eligible to receive payment for any unused and unearned sick days, floating holidays, or personal days expect as provided in a Collective Bargaining Agreement or Memorandum of Understanding.
- State law provides that a municipal Employee who ceases to be on the payroll, either due to retirement with enough service credit to be entitled to receive a pension or due to entitlement to a disability pension, has the right to continue to purchase group health insurance at the Employee's expense.
- Benefits under the Village's health insurance program for retirees.
- Pension benefits under the applicable pension plan.
- For qualifying Employees, any unused sick leave time may be applied to their IMRF account. Retiring IMRF members may qualify for a maximum of one year of additional pension service credit for any unused sick leave days at the rate of one month for every 20 days of unused sick leave. Contact an IMRF representative at 1-800-275-4673 for additional information.

#### RETIREE COVERAGE

Retirees eligible to receive pension benefits may participate in the Village health, dental and vision insurance plan in accordance with State law. Retirees that opt out of the Village's health, dental or vision insurance plans may not rejoin the plan at a later date.

For any employee hired prior to January 1, 2005, who retires after having been employed by the Village a minimum of twenty (20) consecutive years immediately prior to retirement and is at least 55 years of age, the Village will pay \$200 per month toward the cost of retiree health insurance coverage. Employees under the auspices of the Fire or Police Pension Funds shall adhere to those fund's respective requirements or the requirements of their department's collective bargaining agreements.

Upon eligibility for Medicare, retirees participating in the Village's plans may elect single or single-plus-one supplementary coverage through the Village's plan. The Village does not provide a subsidy to retirees eligible for Medicare, regardless of date of hire. Only Employees who retired prior to January 1, 2014, may receive a subsidy for 1/3 of the monthly premium for single coverage if they are enrolled in the Village's fully insured Medicare supplement. Once an Employee opts out of the Village's fully insured Medicare supplement, they are no longer eligible to receive the subsidy and may not return to the plan. (REV. 2-14)

Employees hired on or after January 1, 2005, are required to pay 100% of the cost for retiree health insurance.

Any employee that retires after January 1, 2025, will no longer be able to purchase the \$1000 of life insurance. Retirees that retired prior to January 1, 2025, may keep existing coverage but may not elect any new life insurance coverage. These retirees pay 100% of the monthly premium cost.

#### RETIREMENT/ DISABILITY/ PENSION FUNDS

Employees are generally included in one of three (3) separate pension funds: Illinois Municipal Retirement Fund (IMRF) for non-classified service employees who are employed at least one thousand (1000) hours per year; Fire Pension Fund for firefighters; and Police Pension Fund for police officers. Eligibility, participation, payroll deductions and benefits are mandated by State and Federal laws. Village employees who participate in IMRF are also required to participate in Social Security. Police Officers and Firefighters appointed after March 1, 1986, are required to participate in the Medicare portion of Social Security.

#### Abandonment of Position

When an Employee is absent from work without the permission of the Department Head or Supervisor, the Employee will not be paid and will be subject to disciplinary action up to and including dismissal. When an Employee is absent from work three (3) days or longer without communicating the cause for the absence to the Department Head, this shall be construed as job abandonment and the Employee has resigned their employment position.

#### RETURN OF VILLAGE PROPERTY

An Employee, leaving Village employment, whether through retirement, resignation, lay-off, or dismissal, shall return any Village property, which they may have in their possession. Failure to return Village property may result in the Employee's final check being delayed and the value of outstanding Village property deducted from it.

#### EXIT INTERVIEW

Any time an Employee voluntarily terminates employment with the Village, an exit interview shall be scheduled with Human Resources. All required paperwork will be processed and any Village property in the Employee's possession shall be returned.

The separated employees will be requested to complete an Exit Interview Questionnaire. The employee is encouraged to provide input into matters directly associated with their employment with the Village, such as:

- Job satisfaction
- Training both in-house and outside
- Employee's impression of supervision
- Compensation and employee benefits

General suggestions for improvement of the delivery of services to residents.

#### FINAL PAY

The final compensation for any Employee shall be paid on the next regular pay period following the effective date of said Employee's termination of employment. Said compensation shall include any unused vacation that has been earned as of the termination date. \*\*Unused sick time, personal time or floating holiday time is not paid on separation of employment with the Village.

#### REINSTATEMENT

Employees who have resigned while in good standing may be rehired. The conditions of rehire will be as a new employee and there shall be no carry forward of earned service time. Employees who resign while awaiting disciplinary action or who are dismissed shall not be eligible for reemployment.

#### COBRA INSURANCE CONTINUATION

Employees, their spouses, children, Civil Partners, and children of their Civil Partners who receive health or dental insurance may elect to continue to receive health or dental provisions in situations where coverage is otherwise terminated, according to federal law referred to as COBRA (Consolidated Omnibus Budget Reconciliation Act). Coverage shall be at the Covered Individual's expense.

- Employees who are dismissed for reasons other than "gross misconduct," and full- time and semi full-time employees who are converted to part-time status or leave the Village service voluntarily, are eligible to continue their health and dental insurance for 18 months by paying the applicable COBRApremium.
- In addition, Covered Individuals may elect to continue their health, dental and vision insurance for 36 months in the event of any of the following:
  - the death of the covered Employee
  - a divorce or legal separation from the covered Employee
  - the covered Employee becomes eligible for Medicare.
  - a dependent cease to meet the health plan definition of an eligible dependent.
- If a Covered Individual is considered to have been disabled at any time during the first 60 days of the COBRA continuation coverage period, the disabled person may elect to extend their 18-month COBRA period for up to 29 months from the date of the qualifying event. Non-disabled family members of the disabled individual who are entitled to COBRA continuation coverage are also entitled to the disability extension. Employees must still notify the Village of the SSA disability determination within 60 days after the date of the determination and before the end of the 18-month COBRA continuation coverage period.
- The Village shall notify the Covered Individual of their right to continue coverage. The Covered Individual has 60 days from the time they receive written notification from the Village to decide whether to continue coverage. If the Covered Individual does not advise the Village of their intent to continue coverage within 60 days from receipt of written notification, the coverage will terminate.

- The monthly cost to the Covered Individual for continuing health and dental insurance under COBRA shall be determined by the Village on an annual basis. Covered Individuals participating in the program shall make monthly payments to the Village upon receipt of a bill from the Village.
- Military Leave Village Employees shall be entitled to such continuation of benefits pursuant to the Military Leave section of this Manual.

The following table illustrates the qualifying events that can trigger COBRA coverage and the length of coverage.

Event	Length of Continuation
Termination of employment for any reason other than gross misconduct	18 months
A reduction in hours	18 months
Employee is disabled at the time of reduction in hours or Termination	29 months
Divorce or death of the employed/retired spouse	36 months



#### MEMORANDUM

**DATE:** April 28, 2025

**TO:** Matt Walsh, Village Administrator

**FROM:** Jack Bielak, Director of Public Works & Engineering Bill Koclanis, Civil Engineering Technician

SUBJECT: Award of Contract – 2025 Water Main Improvement Project Construction

**Issue**: Staff is seeking the award of a contract for the Construction associated with the 2025 Water Main Improvement Project.

**Analysis**: In February of 2018 the Village completed a Hydraulic Water Model and System Analysis. The purpose of the report was to review existing supply and storage capacity, assess current distribution system performance, analyze the water system's ability to meet current and future demands, identify and prioritize water distribution system improvements, and develop a 5-year capital improvements plan for system improvements. The Report detailed 8 projects as shown in Table 1 that should be considered to improve fire flow and pressure in different portions of the Village.

Improvement	Improvement Description				
No.					
1	Replace 8- and 10-inch main on				
	Division Street from Monroe to				
	Harlem Avenues				
2	New main at Fenwick Priory to				
	create loop				
3	Replace 4-inch main supplying				
	Dominican University				
4	New main at Keystone Avenue				
	connecting Central and Hawthorne				
	Avenues				
5	Replace 4-inch main on Keystone				
	Avenue south of Lake Street				
6	Replace 6 inch main on Franklin				
	Avenue connecting Central and				
	Hawthorne Avenues				
7	8-inch loops connecting Keystone				
	Avenue to Forest and Thatcher				
	Avenues				
8	8-inch loops connecting the northern				
	residential area				
Table 1					

Of the 8 projects recommended for construction the 5 highlighted projects have been completed to date. The Fenwick Priory project connects two existing isolated water mains north from Division Street, and south from Greenfield Street that each currently terminate in the Fenwick Priory campus. The intent is to connect these mains with a new 8-inch main to create a looped system (Improvement

No. 2). Looped systems generally add pressure to areas that are served by a single source, reduce innumerable issues associated with water stagnation and increase firefighting capacity. Completing this project would increase the fire flows in the north east section of the Village and provide an alternate supply line in cases or emergency or main breaks requiring shut offs.

On August 12, 2024 the Village board approved a contract in the amount of \$25,000.00 for design of the Water Main Improvement Project. Subsequently the project was designed, necessary permits have been obtained and final plans were prepared for bid.

A Notice to Contractors and Call for Bids was posted to the Village Website and sent to the Wednesday Journal which ran on April 9, 2025. Additionally, the project was posted to Quest CDN. QuestCDN is a SaaS (Software as a Service) that allows solicitors to get the best bids possible by advertising their projects, distributing their specifications and plans in eBidDocs.

On April 23, 2025, Staff received and opened five (5) competitive bids associated with this work. The bid tabulation is below with a full detail attached.

- Mauro Sewer Construction, Inc. \$388,755.00
- Unique Plumbing CO. Inc. \$423,862.00
- Acqua Contractors Corporation \$526,000.00
- Martan Construction, Inc. \$547,887.00
- IHC Construction Companies, LLC \$638,677.00

After review, staff determined that the lowest responsive bid was received from Mauro Sewer Construction, Inc. of Des Plaines, Illinois in the amount of \$388,755.00. References for Mauro Sewer Construction, Inc. were investigated, and all had positive responses. Staff has previously worked with Mauro Sewer Construction on past projects. During past projects with Staff, they have regularly performed well. The design consultant for the project also reviewed the bids and provided a recommendation letter recommending approval of Mauro Sewer Construction, Inc. (attached).

The FY25 Water and Sewer Fund budget includes \$420,000 allocated for construction and the Draft FY26 Water and Sewer Fund has funds allocated for construction of this project as it overlaps each Fiscal Year. A 10% contingency in the amount of \$38,875.50 is requested to cover any additional work that may become necessary due to unforeseen field conditions. The Contingency cannot be used without prior approval and authorization from the Village Administrator.

**Recommendation**: Staff recommends Village Board approval a construction contract for water main replacement with Mauro Sewer Construction of Des Plaines, IL in the amount of \$388,755.00 plus a 10% contingency in the amount of \$38,875.00 for a total not to exceed cost of \$427,630.50 and authorize the Village Administrator to execute the contract agreement.

#### Attachments: Bid tab

Awarded proposal Consultant recommendation letter Plan set

#### Village of River Forest 2025 Fenwick - Priory Campus Water Main Loop Project Bid Tabulation April 23, 2025

	BASE BID			Mauro Sewer Constru	uction, Inc.	Unique Plumbing CC	). Inc.	Acqua Contractors C	orporation	Martam Construction	, Inc.	IHC Construction Cor	mpanies, LLC
				1251 Redeker Road	•	9408 47th Street		551 S. IL Route 83		1200 Gasket Drive		385 Airport Road, Su	ite 100
			DesPlaines, IL 60016		Brookfield, IL 60513		Elmhurst, IL 60126		Elgin, IL 60120		Elgin, IL 60123		
Item #	Item	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Traffic Control & Protection	LS	1.0	\$48,000.00	\$48,000.00	\$37,920.00	\$37,920.00	\$31,500.00	\$31,500.00	\$40,000.00	\$40,000.00	\$9,975.00	\$9,975.00
2	Construction Layout and Record Drawings	LS	1.0	\$11,000.00	\$11,000.00	\$8,795.00	\$8,795.00	\$7,358.00	\$7,358.00	\$10,000.00	\$10,000.00	\$10,800.00	\$10,800.00
3	Dust Control Watering	Unit	5.0	\$1,000.00	\$5,000.00	\$400.00	\$2,000.00	\$500.00	\$2,500.00	\$160.00	\$800.00	\$250.00	\$1,250.00
4	Aggregate for Temporary Access	Ton	100.0	\$40.00	\$4,000.00	\$32.30	\$3,230.00	\$1.00	\$100.00	\$48.00	\$4,800.00	\$195.00	\$19,500.00
5	Inlet Filters	Each	9.0	\$250.00	\$2,250.00	\$246.00	\$2,214.00	\$300.00	\$2,700.00	\$330.00	\$2,970.00	\$250.00	\$2,250.00
6	Tree Removal (6 to 15 Units Diameter)	Unit	10.0	\$50.00	\$500.00	\$35.20	\$352.00	\$30.00	\$300.00	\$66.00	\$660.00	\$35.00	\$350.00
7	Tree Removal (Over 15 Units Diameter)	Unit	110.0	\$45.00	\$4,950.00	\$37.20	\$4,092.00	\$32.00	\$3,520.00	\$70.00	\$7,700.00	\$41.00	\$4,510.00
8	Tree Root Pruning	Each	10.0	\$200.00	\$2,000.00	\$126.50	\$1,265.00	\$120.00	\$1,200.00	\$260.00	\$2,600.00	\$176.00	\$1,760.00
9	Trench Backfill	CuYd	480.0	\$35.00	\$16,800.00	\$1.00	\$480.00	\$45.00	\$21,600.00	\$63.00	\$30,240.00	\$225.00	\$108,000.00
10	Storm Sewer Removal and Replacement with WMQ Pipe, Up to 12"	Foot	130.0	\$125.00	\$16,250.00	\$165.00	\$21,450.00	\$215.00	\$27,950.00	\$206.00	\$26,780.00	\$370.00	\$48,100.00
11	Sanitary Sewer Removal and Replacement with WMQ Pipe, Up To 12"	Foot	22.0	\$300.00	\$6,600.00	\$169.00	\$3,718.00	\$400.00	\$8,800.00	\$261.00	\$5,742.00	\$570.00	\$12,540.00
12	Watermain, PVC C-900, Puch Joints, Trenched, 6"	Foot	35.0	\$100.00	\$3,500.00	\$120.00	\$4,200.00	\$175.00	\$6,125.00	\$231.00	\$8,085.00	\$350.00	\$12,250.00
13	Water Main, PVC C-900, Push Joints, Trenched, 8"	Foot	115.0	\$155.00	\$17,825.00	\$138.00	\$15,870.00	\$240.00	\$27,600.00	\$250.00	\$28,750.00	\$700.00	\$80,500.00
14	Horizontal Directional Drill PVC Water Main, 8"	Foot	910.0	\$133.00	\$121,030.00	\$202.50	\$184,275.00	\$240.00	\$218,400.00	\$266.00	\$242,060.00	\$197.00	\$179,270.00
15	Tracer Wire Locating Station	Each	8.0	\$600.00	\$4,800.00	\$597.25	\$4,778.00	\$300.00	\$2,400.00	\$880.00	\$7,040.00	\$1,050.00	\$8,400.00
16	Gate Valve, 6"	Each	2.0	\$3,000.00	\$6,000.00	\$2,700.00	\$5,400.00	\$3,500.00	\$7,000.00	\$2,860.00	\$5,720.00	\$5,365.00	\$10,730.00
17	Gate Valve, 8"	Each	1.0	\$4,000.00	\$4,000.00	\$3,460.00	\$3,460.00	\$4,500.00	\$4,500.00	\$3,790.00	\$3,790.00	\$6,115.00	\$6,115.00
18	Ductile Iron Sleeve, 6"	Each	2.0	\$1,000.00	\$2,000.00	\$445.00	\$890.00	\$600.00	\$1,200.00	\$840.00	\$1,680.00	\$2,350.00	\$4,700.00
19	Valve Vaults, Type A, 5' Dia. W/Type 1 Frame and Closed Lid	Each	3.0	\$4,000.00	\$12,000.00	\$3,917.50	\$11,752.50	\$7,500.00	\$22,500.00	\$7,480.00	\$22,440.00	\$6,190.00	\$18,570.00
20	Cut and Cap Existing Water Main	Each	3.0	\$1,500.00	\$4,500.00	\$5,110.00	\$15,330.00	\$2,500.00	\$7,500.00	\$1,980.00	\$5,940.00	\$299.00	\$897.00
21	Valve Vault to be Abandoned	Each	1.0	\$500.00	\$500.00	\$550.00	\$550.00	\$500.00	\$500.00	\$630.00	\$630.00	\$4,085.00	\$4,085.00
22	Combination C&G Removal and Replacement, Type B-6.12	Foot	100.0	\$120.00	\$12,000.00	\$59.75	\$5,975.00	\$195.00	\$19,500.00	\$81.00	\$8,100.00	\$70.00	\$7,000.00
23	Hot-Mix Asphalt Surface Removal, 2"	SqYd	110.0	\$30.00	\$3,300.00	\$54.00	\$5,940.00	\$73.00	\$8,030.00	\$48.00	\$5,280.00	\$44.00	\$4,840.00
24	Class D Patching, Type I-V, 2"	Syd	320.0	\$36.00	\$11,520.00	\$42.50	\$13,600.00	\$44.00	\$14,080.00	\$48.00	\$15,360.00	\$42.00	\$13,440.00
25	Class D Patching, Type I-V, 6"	SqYd	30.0	\$120.00	\$3,600.00	\$100.00	\$3,000.00	\$253.00	\$7,590.00	\$128.00	\$3,840.00	\$91.00	\$2,730.00
26	Bituminous Materials (Tack Coat)	Pounds	160.0	\$0.50	\$80.00	\$2.30	\$368.00	\$2.20	\$352.00	\$2.50	\$400.00	\$3.00	\$480.00
27	HMA Surface Course, Mix "D", N50, 2"	Ton	50.0	\$275.00	\$13,750.00	\$260.00	\$13,000.00	\$228.00	\$11,400.00	\$266.00	\$13,300.00	\$525.00	\$26,250.00
28	Topsoil Furnish and Place, 6"	SqYd	150.0	\$40.00	\$6,000.00	\$34.50	\$5,175.00	\$17.00	\$2,550.00	\$11.00	\$1,650.00	\$17.00	\$2,550.00
29	Sodding	SqYd	150.0	\$40.00	\$6,000.00	\$28.75	\$4,312.50	\$17.00	\$2,550.00	\$28.00	\$4,200.00	\$18.00	\$2,700.00
30	Supplemental Watering	Unit	5.0	\$200.00	\$1,000.00	\$200.00	\$1,000.00	\$200.00	\$1,000.00	\$1.00	\$5.00	\$230.00	\$1,150.00
	Pressure Connection to Existing Water Main W/6"x6" Mechanical												1
31	Joint Tapping Sleeve	Each	1.0	\$7,000.00	\$7,000.00	\$8,970.00	\$8,970.00	\$12,000.00	\$12,000.00	\$8,840.00	\$8,840.00	\$6,875.00	\$6,875.00
	Pressure Connection to Existing Water Main W/8"x6" Mechanical												1
32	Joint Tapping Sleeve	Each	1.0	\$8,000.00	\$8,000.00	\$9,390.00	\$9,390.00	\$13,000.00	\$13,000.00	\$9,860.00	\$9,860.00	\$7,450.00	\$7,450.00
33	Connection to Existing Water Main	Each	1.0	\$7,000.00	\$7,000.00	\$6,000.00	\$6,000.00	\$15,000.00	\$15,000.00	\$4,180.00	\$4,180.00	\$3,460.00	\$3,460.00
34	Additional Hauling Surcharge, Non-Special Waste	CuYd	10.0	\$150.00	\$1,500.00	\$60.00	\$600.00	\$50.00	\$500.00	\$56.00	\$560.00	\$90.00	\$900.00
35	Non-Special Waste Disposal	CuYd	10.0	\$150.00	\$1,500.00	\$70.00	\$700.00	\$50.00	\$500.00	\$88.00	\$880.00	\$115.00	\$1,150.00
36	External Joint Restraint for PVC Water Main	Each	11.0	\$600.00	\$6,600.00	\$370.00	\$4,070.00	\$150.00	\$1,650.00	\$480.00	\$5,280.00	\$935.00	\$10,285.00
37	Thermoplastic Pavement Marking - Letters and Symbols	Sq Ft	35.0	\$40.00	\$1,400.00	\$69.00	\$2,415.00	\$67.00	\$2,345.00	\$55.00	\$1,925.00	\$9.00	\$315.00
38	Thermoplastic Pavement Marking - Line 4"	Foot	100.0	\$10.00	\$1,000.00	\$34.50	\$3,450.00	\$37.00	\$3,700.00	\$33.00	\$3,300.00	\$8.00	\$800.00
39	Locating Underground Utilities, Special	LS	1.0	\$4,000.00	\$4,000.00	\$3,875.00	\$3,875.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$1,750.00	\$1,750.00

As Calculated	1	\$388,755.00	\$423,862.00	\$526,000.00	\$547,887.00	\$638,677.00
As Read	1	\$388,755.00	\$423,862.00	\$526,000.00	\$547,887.00	\$638,677.00

= Denotes Corrected Calculation

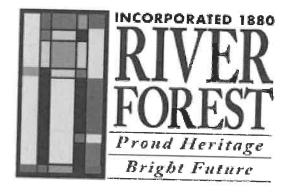
# CONTRACT DOCUMENTS PROPOSAL, CONTRACT CONDITIONS, AND SPECIFICATIONS

FOR

VILLAGE OF RIVER FOREST 400 PARK AVENUE RIVER FOREST, IL 60305 (708) 366-8500

FOR THE

# 2025 FENWICK – PRIORY CAMPUS WATER MAIN LOOP INSTALLATION PROJECT



APRIL 4, 2025

#### PREPARED BY:

Thomas Engineering Group, LLC 238 South Kenilworth Avenue Suite 100 Oak Park, IL 60302

### SECTION I

• J\*

### INSTRUCTIONS TO BIDDERS AND RETURN WITH BID FORMS

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COVER	RSHEET	
Proposal Submitted By: Contractor's Name		
Mauro Sewer Construction, Inc.		
Contractor's Address	City	State Zip Code
1251 Redeker Rd.	Des Plaines	11 60016
STATE OF ILLINOIS		
Local Public Agency	County	Section Number
Village of River Forest	Cook	N/A
Route(s) (Street/Road Name)	Ту	pe of Funds
2025 Fenwick-Priory Campus	G	eneral (Local)
Proposal Only Proposal and Plans Proposal only, plans	s are separate	
Submitted/Approved For Local Public Agency:		
For a County and Road District Project	For a Mur	nicipal Project
Submitted/Approved	Submitted/A	pproved/Passed
Highway Commissioner Signature & Date	Signature & Date	
	Official Title	
Submitted/Approved		
County Engineer/Superintendent of Highways Signature & Date		
	Donartmont	of Transportation
	Department	
	Released for bid l	based on limited review
	Regional Engineer Signature	Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

10

Loc	cal Public Agency	County	Section Number	Route(s) (Stre	et/Road Name)
<u> </u>	lage of River Forest	Cook	N/A	2025 Fenw	ick-Priory Campus
		][	][	[	
		NO	OTICE TO BIDDERS		
Sor	aled proposals for the project de	scribed below will be rea	reived at the office of Village H	lall	
360	aled proposals for the project de	Scribed below will be rec		Name of On	
40	0 Park Avenue, River Fore	est, IL 60305		until 10:00 AM	
		Address		Time	Date
Sea	aled proposals will be opened ar	nd read publicly at the of	fice of Village Hall	Name of Office	
				Name of Office at 10:00 AM	on 04/23/25
400	0 Park Avenue, River Fore	Address		at	Date
		Address			
1		DE	SCRIPTION OF WORK		Project Length
	cation nwick High School Priory	Compus 7200 Divis	tion St. Divor Forest II		1,063 ft
		Campus, 7200 Divis			1,000 11
	posed Improvement		al disactional drill) in arda	r to orosto a water	main loop and to
Ins	stallation of 8" PVC C900 v place (upgrade) the existin	vater main (norizoni	and outter replacement	navement natchir	a landscape
	storation.	go water main, ou	ib and gatter replacement	, paromon patori	.g, and oup o
	Plans and proposal forms will be	available in the office o	f		
	Documents may be obta			bids	
	, , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , ,	Ū			
2.	Prequalification		with the O.A. Is such a first the letting		hilib/" (Form RC 57) in
	If checked, the 2 apparent as r	ead low bidders must file	e within 24 hours after the letting to them and all low bids pending	g an "Anidavit of Availa a award for Federal. Sta	ate, County, Municipal
	and private work. One original	shall be filed with the Av	varding Authority and two origin	als with the IDOT Distr	et Office.
3.	The Awarding Authority reserve	es the right to waive tech	nnicalities and to reject any or a	ll proposals as provideo	l in BLRS Special
	Provision for Bidding Requirem				
4.	The following BLR Forms shall a. Local Public Agency Form	be returned by the bidd al Contract Proposal (B	er to the Awarding Authority:		
	b. Schedule of Prices (BLR 1				
	c. Proposal Bid Bond (BLR 1	2230) (if applicable)	PLD 19225) (do not uno for proj	oct with Ecdoral flinds	<b>)</b> _
	e. Affidavit of Illinois Busines	s Office (BLR 12326) (d	BLR 12325) (do not use for proj o not use for project with Feder	al funds)	Γ
5.	The quantities appearing in the	e bid schedule are appro	ximate and are prepared for the	comparison of bids. P	ayment to the Contractor
	will be made only for the actua	I quantities of work perfo	ormed and accepted or material	s furnished according to	o the contract. The
	scheduled quantities of work to provided.	be done and materials	to be furnished may be increas	ed, decreased or omitte	eu as hereinaiter
6.		onclusive assurance and	warranty the bidder has exami	ned the plans and unde	erstands all requirements
0.	for the performance of work. T	he bidder will be respons	sible for all errors in the proposa	al resulting from failure	or neglect to conduct an
	in depth examination. The Awa anticipated profits resulting from	arding Authority will, in n m such failure or negleo	o case, be responsible for any o t of the hidder	costs, expenses, losses	or changes in
7.			ssion in the proposal and adver	tised contract.	
7. 8.			prity, each proposal should be s		pe furnished by the
0.	Awarding Agency and the blan	k spaces on the envelop	be shall be filled in correctly to c	learly indicate its conte	nts. When an envelope
	other than the special one furn	ished by the Awarding A	Authority is used, it shall be man Awarding Authority at the addre	ked to clearly indicate it	s contents. When sent
	bids are to be received. All pro	oposals shall be filed pri-	or to the time and at the place s	pecified in the Notice to	Bidders. Proposals

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

received after the time specified will be returned to the bidder unopened.

IVi	/illage of River Forest Cook		N/A	2025 Fenwick-Priory Campus
			OPOSAL	
	Suites Sample		iction . To	
1.	. Proposal of Mauro Selle		Contractor's Mame	
1	1251 Redaker Rd., T	Contra	actor's Address	
2.	. The plans for the proposed work are thos	e prepared by Thon	nas Engineering Grou	up, LLC
fan -	and approved by the Department of Trans		5 5	
3.	The specifications referred to herein are Specifications for Road and Bridge Cons adopted and in effect on the date of invite	truction" and the " S	ne Department of Transpo upplemental Specificatior	rtation and designated as "Standard as and Recurring Special Provisions" thereto,
4.	<ul> <li>The undersigned agrees to accept, as pa Recurring Special Provisions" contained</li> </ul>		e applicable Special Provi	isions indicated on the "Check Sheet for
5.	The undersigned agrees to complete the is granted in accordance with the specific		working days or b	yunless additional tin
6.	the award. When a contract bond is not r	equired, the proposa	al guaranty check will be h	to deposit a contract bond for the full amount held in lieu thereof. If this proposal is accepted eby agreed that the Bid Bond of check shall b
7.	<ol> <li>Each pay item should have a unit price a the unit price multiplied by the quantity, the quantity in order to establish a unit price.</li> </ol>	ne unit price shall go	overn. If a unit price is om	there is a discrepancy between the products itted, the total price will be divided by the er a unit price nor a total price is shown.
8.	. The undersigned submits herewith the so	hedule of prices on	BLR 12201 covering the	work to be performed under this contract.
9.	<ol> <li>The undersigned further agrees that if av shall be in accordance with the requirem below.</li> </ol>	varded the contract f ents of each individu	or the sections contained al proposal for the multip	in the combinations on BLR 12201, the work le bid specified in the Schedule for Multiple Bi
10	0. A proposal guaranty in the proper amount	nt, as specified in Bl	RS Special Provision for	Bidding Requirements and Conditions for
	Contract Proposals, will be required. Bid a bid bond, if allowed, on Department for			l guaranty. Accompanying this proposal is eith complying with the specifications, made payal
	to: Village	Trea	asurer of River Forest	¥?
	The amount of the check is 5% of the l	oid amount		(

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of River Forest	Cook	N/A	2025 Fenwick-Priory Campus

## CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

- 1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
- 2. Bid-Rigging or Bid Rotating. The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

- 3. Bribery. The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter or record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
- 4. Interim Suspension or Suspension. The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of River Forest	Cook	N/A	2025 Fenwick-Priory Campus
	S	IGNATURES	
(If an individual)		Bidder Signature & Date	
		Business Address	
		City	State Zip Code
(If a partnership)		Firm Name	
		Signature & Date	
		Title	
		Business Address	
		City	State Zip Code
Insert the Names and Addresse	es of all Partners		
(If a corporation)		Corporate Name	
		Signature & Date	"Construction, Inc.
		Angle /	In 4/23/25
		Title President Business Address	
		1251 Redeker City	State Zip Code
		Des plaines	12 60016
	Insert Names of Officers	President Pasquale M	auro

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1

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Secretary

Pasquale Mauro

Treasurer

## 2025 FENWICK-PRIORY CAMPUS WATER MAIN LOOP REPLACEMENT PROJECT

### Schedule of Prices (Page 1 of 2)

## **RETURN WITH BID**

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County: Local Agency: Route COOK VILLAGE OF RIVER FOREST FENWICK-PRIORY CAMPUS

(For complete information covering these items, see plans and specifications)

ltem No.	(For complete information covering these items, see plans and specifications) BASE BID ITEMS	Unit	Quantity	Unit Price	Total
1	TRAFFIC CONTROL & PROTECTION	L SUM	1	48,000.00	48,000.00
2	CONSTRUCTION LAYOUT AND RECORD DRAWINGS	L SUM	1	11,000,00	11,000.00
3	DUST CONTROL WATERING	UNIT	5	1,000.00	5,000.00
4	AGGREGATE FOR TEMPORARY ACCESS	TON	100	40.00	4,000.00
5	INLET FILTERS	EACH	9	250.°°	2,250.00
6	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	10	50.00	500,00
7	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	110	45.00	4,950.00
8	TREE ROOT PRUNING	EACH	10	200.00	2,000.00
9	TRENCH BACKFILL	CU YD	480	35.00	16,800.00
10	STORM SEWER REMOVAL AND REPLACEMENT WITH WMQ PIPE, UP TO 12"	FOOT	130	125.00	16,250.00
11	SANITARY SEWER REMOVAL AND REPLACEMENT WITH WMQ PIPE, UP TO 12"	FOOT	22	300.00	6,600.00
12	WATER MAIN, PVC C-900, PUSH JOINTS, TRENCHED, 6"	FOOT	35	100.00	3,500,00
13	WATER MAIN, PVC C-900, PUSH JOINTS, TRENCHED, 8"	FOOT	115	155.00	17,825.00
14	HORIZONTAL DIRECTIONAL DRILL PVC WATER MAIN, 8"	FOOT	910	133.00	121,030.00
15	TRACER WIRE LOCATING STATION	EACH	8	600.00	4,800.00
16	GATE VALVE, 6"	EACH	2	3,000,00	6,000.00
17	GATE VALVE, 8"	EACH	1	4,000.00	4,000.00
18	DUCTILE IRON SLEEVE, 6"	EACH	2	1,000,00	2,000.00
19	VALVE VAULTS, TYPE A, 5' DIA. W/ TYPE 1 FRAME AND CLOSED LID	EACH	3	4,000.00	12,000.00
20	CUT AND CAP EXISTING WATER MAIN	EACH	3	1,500.00	4,500,00
21	VALVE VAULT TO BE ABANDONED	EACH	1	500,00	500.00
22	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT, TYPE B-6.12	FOOT	100	120.00	12,000.00
23	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	110	30,00	3,300.00
24	CLASS D PATCHING, TYPE I-IV, 2"	SQ YD	320	36.00	11,520.00
	Page Total (	To be car	ried forwa	rd to next page):	320,325.00

### 2025 FENWICK-PRIORY CAMPUS WATER MAIN LOOP REPLACEMENT PROJECT

### Schedule of Prices (Page 2 of 2)

### **RETURN WITH BID**

County: Local Agency: Route COOK VILLAGE OF RIVER FOREST FENWICK-PRIORY CAMPUS

(For complete information covering these items, see plans and specifications)

Item No.	(For complete mormation covering these items, see plans and specifications) BASE BID ITEMS	Unit	Quantity	Unit Price	Total
25	CLASS D PATCHING, TYPE I-IV, 6"	SQ YD	30	120.00	3,600.00
26	BITUMINOUS MATERIALS (TACK COAT)	POUNDS	160	.50	80,00
27	HMA SURFACE COURSE, MIX "D", N50, 2"	TON	50	275.00	13,750.00
28	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	150	40.00	6,000.00
29	SODDING	SQ YD	150	40.00	6,000.00
30	SUPPLEMENTAL WATERING	UNIT	5	200,00	1,000.00
31	PRESSURE CONNECTION TO EXISTING WATER MAIN W/ 6" X 6" MECHANICAL JOINT TAPPING SLEEVE	EACH	1	7,000.00	7,000.00
32	PRESSURE CONNECTION TO EXISTING WATER MAIN W/ 8" X 6" MECHANICAL JOINT TAPPING SLEEVE	EACH	1	8,000,00	8,000.00
33	CONNECTION TO EXISTING WATER MAIN	EACH	1	7,000.00	7,000.00
34	ADDITIONAL HAULING SURCHARGE, NON-SPECIAL WASTE	CU YD	10	150.00	1,500.00
35	NON-SPECIAL WASTE DISPOSAL	CU YD	10	150.00	1,500.00
36	EXTERNAL JOINT RESTRAINT FOR PVC WATER MAIN	EACH	11	600,00	6,600.00
37	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	35	40,00	1,400.00
38	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	100	10.00	1,000.00
39	LOCATING UNDERGROUND UTILITIES, SPECIAL	L SUM	1	4,000.00	4,000.00
		68,430,00			
		n previous page:	320,325.00		
	Bidder's Prop	osal for m	aking Entir	e Improvements:	388,755.00

Written Amount for Proposal Total:

s three hundred eighty-eight thousand sever hundred fifty-five dollars no and /100



## Local Public Agency Proposal Bid Bond

Local Public Agency		County	Section Number
Village of River Forest		Cook	N/A
WE,	Mauro Sewer Construction, Inc.		as PRINCIPAL, and

Arch Insurance Company as SURETY, are held jointly,

severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery. IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their

		Principal	
Compa	ny Name	-	Company Name
	N/A		Mauro Sewer Construction, Inc.
Signatu	re & Date	_	Signature & Date
By:			1 Mugh Mun 4/23/15
Title		7	Pasquale Mauro, President
(If Principal	is a joint venture of two or more contractors, the com	 pany name	s, and authorized signatures of each contractor must be
affixed.)		Surety	
Name o	of Surety	-	Signature of Attorney-in-Fact Signature & Date
	Arch Insurance Company	By:	
STATE OF	IL F Cook		James Tragos. Attorney-in-Fact
I	Kelly Catherine Martini	_, a Notary	Public in and for said county do hereby certify that
	Pasquale Mauro a	nd James	Tragos
	(Insert names of individuals sig		
PRINCIPAL	ch personally known to me to be the same persons we and SURETY, appeared before me this day in person as their free and voluntary act for the uses and purpor	n and ackn	s are subscribed to the foregoing instrument on behalf of owledged respectively, that they signed and delivered said a set forth.
Given under	r my hand and notarial seal thisd Day	ay of <u>A</u>	pril, 2025 Month and Year
	(SEAL, if required by the LPA)		Notary Public Signature & Date Kelly Catherine Martini Kelly Catherine Martini
	"OFFICIAL SEAL" KELLY CATHERINE MARTINI Notary Public, State of Illinois My Commission Expires 02/07/2027		Date commission expires2-7-27

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

#### **POWER OF ATTORNEY**

Knew All Persons By These Presents: That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

### Chris Bassler, James Tragos, Monical Kalman and Roneelynn Keift of Northbrook, IL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 7th day of Insurance C December, 2023.

> CORPORATE SEAL 1971

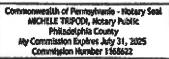
Attested and Certified

Regan X. Shulman, Secretary

#### STATE OF PENNSYLVANIA SS **COUNTY OF PHILADELPHIA SS**

l, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

HISSOUR .



Stephen C. Ruschak, Executive Vice President

Arch Insurance Company

Michule Tripodi, Notary Public My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated December 7, 2023 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 23rdtay of April 20 25

Regar A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS: Arch Insurance – Surety Division 3 Parkway, Suite 1500 Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.



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## Affidavit of Illinois Business Office

Local Public Agency	County	Street Name/Road Name	Section Number					
Village of River Forest	Cook	Fenwick-Priory Campus	N/A					
I, <u>Pasquale Mattro</u> Name of Affiant being first duly sworn upon oath, state as follows:	of Des	City of Affiant	State of Affiant					
1. That I am the <u>President</u> Officer or Position 2. That I have personal knowledge of the facts her		ro Seyler Construct	ion					
State of Illinois, which will be located in	B. That, if selected under the proposal described above, <u>Mauro Suver Construction</u> , will maintain a business office in the Bidder State of Illinois, which will be located in <u>Cook</u> County, Illinois. County A. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by							
4. That this business office will serve as the prima this proposal.	ry place of employment	t for any persons employed in the co	nstruction contemplated by					
5. That this Affidavit is given as a requirement of s	state law as provided in	Section 30-22(8) of the Illinois Procu	irement Code.					
		Print Name of Affiant	lm 4/23/25					
Notary Public								
	e/s of person/s)		, authorized agent(s) of					
Mouro Sewer Constru Bidder	uction, Inc	С.						
"OFFICIAL S KELLY CATHERIN Notary Public, Stat My Commission Expir	E MARTINI {	Notary Public Signature	& Date					
(SEAL)		My commission expires	2/7/2027					



## Affidavit of Availability



For the Letting of 2025 Fenwick-Priory Campus

Bureau of Construction 2300 South Dirksen Parkway/Room 322 Springfield, IL 62764 Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

#### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	2421	2503	2504	2505	2508	
Contract With	Lemont	LAKE COUNTY INDIAN CREEK	VILLA	ITASCA	Rolling	
Estimated Completion Date	5/2/25	5/30/25	10/31/25	10/31/25	7/18/25	
Total Contract Price	437,373,00	589,745.00	229 880.00	2.690.558.00	689,998.60	
Uncompleted Dollar Value if Firm is the Prime Contractor			229,880,00	2690,558.00	689,998,60	4,200,181,40
Uncompleted Dollar Value if Firm is the Subcontractor	437, 373,00		,			437, 373.00
	Total Value of All Work 4,637,554,60					

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces						
Highway, R.R., Waterway Struc.	-					
Drainage	437,373,00	565.325.00	183,880,00	2190,414.75	689 998.60	
Electrical	Contraction of the second		1		/	
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						· · · · · · · · · · · · · · · · · · ·
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals	437 272 00	56522500	10222000	2 190414 75	1289 998 60	

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

### Part III. Work Subcontracted to Others.

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For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor		Airys	R.J. Undergram	R.W. Duntyman	
Type of Work		prilling	Dellina	Asphalt/Concrete	
Subcontract Price		24,420,00	46,000.00	429.1059.25	1
Amount Uncompleted		24,420.00	46,000,00	4291059.25	
Subcontractor				Central Boring	
Type of Work				Drilling	
Subcontract Price				65,280,00	
Amount Uncompleted				15,280.00	
Subcontractor				precision .	
Type of Work				Powement Moncuy	
Subcontract Price				5,204.00	
Amount Uncompleted				6,20400	
Subcontractor				~	
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					

					-
Total Uncompleted	0	24,420.00	40,000,00	500,143.25	

### Notary

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director
Pasquale Mauro
Title
President /
Signature Date
Mury 4/23/25
Company
Mayoro serier Construction Trc.
Address 4
1251 Redeker Rd.
City State Zip Code
Des Plaines IL. 60016

Subscribed and sworn to before me this 23 <sup>cd</sup> day of <u>April</u> 2025
Kelly Cathering Mach
My commission expires2/7/2027
"OFFICIAL SEAL" KELLY CATHERINE MARTINI Notary Public, State of Illinois My Commission Expires 02/07/2027
(Notary Seal)

Add pages for additional contracts



April 24, 2025

2625 butterfield road suite 209w oak brook, illinois 60523

Mr. Jack Bielak, P.E., CFM Director of Public Works & Engineering Village of River Forest 400 Park Avenue River Forest, IL 60305

Re: 2025 Fenwick-Priory Campus Water Main Loop Installation Project Bid Analysis and Award Recommendation

Dear Mr. Bielak:

Thomas Engineering Group, LLC (TEG) prepares this memo to recommend a qualified vendor for performing contractual water main installation for the Village of River Forest's 2025 Fenwick-Priory Campus Water Main Loop Installation Project.

On Wednesday, April 23, 2025, the Village received a total of five (5) bid proposals from interested contractors. The bids received were publicly opened and read aloud at 10:00 a.m. Mauro Sewer Construction, Inc. (Mauro) submitted the lowest overall bid proposal of \$388,755.00. The second lowest overall bid submittal was by Unique Plumbing CO. Inc. of \$423,862.00. The engineer's estimate of probable construction cost (attached) was \$391,863.00.

After the bid opening, a bid tabulation worksheet (attached) was developed for evaluation of the bid values submitted. TEG's evaluation of bids includes consideration of the contractors and their associated bid proposal submittals, line item prices, and total construction costs.

Mauro is prequalified by IDOT and TEG has worked directly with Mauro on projects of similar size and scope in other municipalities where they have provided satisfactory performances.

Based on our evaluation of the submitted bids, we believe that Mauro submitted a responsible bid and they meet and possess the technical requirements of the bid-manual contract. Therefore, we hereby recommend that a contract be awarded to Mauro Sewer Construction, Inc. in the amount of \$388,755.00.

If you have any questions or comments, please feel free to call me at (815) 210-6089 or e-mail at dougm@thomas-engineering.com.

Sincerely, thomas engineering group, llc

Douglas M. Masters Municipal Operations Supervisor

Attachments

	CK - PRIORY CAMPUS WATER MAIN LOOP	IIIIIII			<b>UJEC I</b>		
LLAC	GE OF RIVER FOREST			Т	In aime out a Fat		of Duch able
				Ľ	Engineer's Est Constru		
ТЕМ	DESCRIPTION	UNIT	QTY	UI	NIT PRICE		TOTAL
NO.					·		
1	TRAFFIC CONTROL & PROTECTION	L SUM	1.0	\$	20,000.00	\$	20,000.
2	CONSTRUCTION LAYOUT AND RECORD DRAWINGS	L SUM	1.0	\$	7,000.00	\$	7,000
3	DUST CONTROL WATERING	UNIT	5.0	\$	100.00	\$	500
4	AGGREGATE FOR TEMPORARY ACCESS	TON	100.0	\$	40.00	\$	4,000
5	INLET FILTERS	EACH	9.0	\$	200.00	\$	1,800
6	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	10.0	\$	30.00	\$	300
7	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	110.0	\$	40.00	\$	4,400
8	TREE ROOT PRUNING	EACH	10.0	\$	125.00	\$	1,250
9	TRENCH BACKFILL	CU YD	480.0	\$	55.00	\$	26,400
	STORM SEWER REMOVAL AND REPLACEMENT WITH						
10	WMQ PIPE, UP TO 12"	FOOT	130.0	\$	250.00	\$	32,500
11	SANITARY SEWER REMOVAL AND REPLACEMENT WITH WMQ PIPE, UP TO 12"	FOOT	22.0	\$	250.00	\$	5,500
12	WATER MAIN, PVC C-900, PUSH JOINTS, TRENCHED, 6"	FOOT	35.0	\$	115.00	\$	4,025
13	WATER MAIN, PVC C-900, PUSH JOINTS, TRENCHED, 8"	FOOT	115.0	\$	130.00	\$	14,950
14	HORIZONTAL DIRECTIONAL DRILL PVC WATER MAIN, 8"	FOOT	910.0	\$	160.00	\$	145,600
15	TRACER WIRE LOCATING STATION	EACH	8.0	\$	500.00	\$	4,000
16	GATE VALVE, 6"	EACH	2.0	\$	3,000.00	\$	6,000
17	GATE VALVE, 8"	EACH	1.0	\$	3.00	\$	3
18	DUCTILE IRON SLEEVE, 6"	EACH	2.0	\$	1,000.00	\$	2,000
10	VALVE VAULTS, TYPE A, 5' DIA. W/ TYPE 1 FRAME AND	LACII	2.0				
19	CLOSED LID	EACH	3.0	\$	5,000.00	\$	15,000
20	CUT AND CAP EXISTING WATER MAIN	EACH	3.0	\$	2,500.00	\$	7,500
21	VALVE VAULT TO BE ABANDONED	EACH	1.0	\$	500.00	\$	500
22	COMBINATION CURB AND GUTTER REMOVAL AND	FOOT	100.0	Ψ	500.00		500
22	REPLACEMENT, TYPE B-6.12	1001	100.0	\$	50.00	\$	5,000
23	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	110.0	\$	5.00	\$	550
23	CLASS D PATCHING, TYPE I-IV, 2"	SQ TD SQ YD	320.0	\$	50.00	\$	16,000
24	CLASS D PATCHING, TYPE I-IV, 2 CLASS D PATCHING, TYPE I-IV, 6"	SQ TD SQ YD	30.0	\$	125.00	\$	3,750
25	BITUMINOUS MATERIALS (TACK COAT)	POUNDS	160.0	\$	123.00	\$ \$	<u> </u>
20	HMA SURFACE COURSE, MIX "D", N50, 2"	TON	50.0	\$	150.00	\$	7,500
28	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	150.0	\$	8.00	\$	1,200
28	SODDING	SQ TD SQ YD	150.0	\$	20.00	\$	3,000
30	SUPPLEMENTAL WATERING	UNIT	5.0	\$	50.00	\$	250
31	PRESSURE CONNECTION TO EXISTING WATER MAIN W/	EACH	1.0	\$	15,000.00	\$	15,000
32	6" X 6" MECHANICAL JOINT TAPPING SLEEVE PRESSURE CONNECTION TO EXISTING WATER MAIN W/	EACH	1.0	\$	15,000.00	\$	15,000
22	8" X 6" MECHANICAL JOINT TAPPING SLEEVE	E A CIU	1.0	¢	( 000 00	¢	( 000
33	CONNECTION TO EXISTING WATER MAIN	EACH	1.0	\$	6,000.00	\$	6,000
34	ADDITIONAL HAULING SURCHARGE, NON-SPECIAL WASTE	CU YD	10.0	\$	100.00	\$	1,000
35	NON-SPECIAL WASTE DISPOSAL	CU YD	10.0	\$	100.00	\$	1,000
36	EXTERNAL JOINT RESTRAINT FOR PVC WATER MAIN	EACH	11.0	\$	200.00	\$	2,200
37	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	35.0	\$	15.00	\$	525
38	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	100.0	\$	5.00	\$	500
39	LOCATING UNDERGROUND UTILITIES, SPECIAL	L SUM	1.0	\$	10,000.00	\$	10,000

#### Village of River Forest 2025 Fenwick - Priory Campus Water Main Loop Project Bid Tabulation April 23, 2025

	BASE BID			Mauro Sewer Constru	uction, Inc.	Unique Plumbing CC	. Inc.	Acqua Contractors C	orporation	Martam Construction	, Inc.	IHC Construction Cor	mpanies, LLC
				1251 Redeker Road	•	9408 47th Street		551 S. IL Route 83		1200 Gasket Drive		385 Airport Road, Su	ite 100
				DesPlaines, IL 60016	6	Brookfield, IL 60513		Elmhurst, IL 60126		Elgin, IL 60120		Elgin, IL 60123	1
Item #	Item	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Traffic Control & Protection	LS	1.0	\$48,000.00	\$48,000.00	\$37,920.00	\$37,920.00	\$31,500.00	\$31,500.00	\$40,000.00	\$40,000.00	\$9,975.00	\$9,975.00
2	Construction Layout and Record Drawings	LS	1.0	\$11,000.00	\$11,000.00	\$8,795.00	\$8,795.00	\$7,358.00	\$7,358.00	\$10,000.00	\$10,000.00	\$10,800.00	\$10,800.00
3	Dust Control Watering	Unit	5.0	\$1,000.00	\$5,000.00	\$400.00	\$2,000.00	\$500.00	\$2,500.00	\$160.00	\$800.00	\$250.00	\$1,250.00
4	Aggregate for Temporary Access	Ton	100.0	\$40.00	\$4,000.00	\$32.30	\$3,230.00	\$1.00	\$100.00	\$48.00	\$4,800.00	\$195.00	\$19,500.00
5	Inlet Filters	Each	9.0	\$250.00	\$2,250.00	\$246.00	\$2,214.00	\$300.00	\$2,700.00	\$330.00	\$2,970.00	\$250.00	\$2,250.00
6	Tree Removal (6 to 15 Units Diameter)	Unit	10.0	\$50.00	\$500.00	\$35.20	\$352.00	\$30.00	\$300.00	\$66.00	\$660.00	\$35.00	\$350.00
7	Tree Removal (Over 15 Units Diameter)	Unit	110.0	\$45.00	\$4,950.00	\$37.20	\$4,092.00	\$32.00	\$3,520.00	\$70.00	\$7,700.00	\$41.00	\$4,510.00
8	Tree Root Pruning	Each	10.0	\$200.00	\$2,000.00	\$126.50	\$1,265.00	\$120.00	\$1,200.00	\$260.00	\$2,600.00	\$176.00	\$1,760.00
9	Trench Backfill	CuYd	480.0	\$35.00	\$16,800.00	\$1.00	\$480.00	\$45.00	\$21,600.00	\$63.00	\$30,240.00	\$225.00	\$108,000.00
10	Storm Sewer Removal and Replacement with WMQ Pipe, Up to 12"	Foot	130.0	\$125.00	\$16,250.00	\$165.00	\$21,450.00	\$215.00	\$27,950.00	\$206.00	\$26,780.00	\$370.00	\$48,100.00
11	Sanitary Sewer Removal and Replacement with WMQ Pipe, Up To 12"	Foot	22.0	\$300.00	\$6,600.00	\$169.00	\$3,718.00	\$400.00	\$8,800.00	\$261.00	\$5,742.00	\$570.00	\$12,540.00
12	Watermain, PVC C-900, Puch Joints, Trenched, 6"	Foot	35.0	\$100.00	\$3,500.00	\$120.00	\$4,200.00	\$175.00	\$6,125.00	\$231.00	\$8,085.00	\$350.00	\$12,250.00
13	Water Main, PVC C-900, Push Joints, Trenched, 8"	Foot	115.0	\$155.00	\$17,825.00	\$138.00	\$15,870.00	\$240.00	\$27,600.00	\$250.00	\$28,750.00	\$700.00	\$80,500.00
14	Horizontal Directional Drill PVC Water Main, 8"	Foot	910.0	\$133.00	\$121,030.00	\$202.50	\$184,275.00	\$240.00	\$218,400.00	\$266.00	\$242,060.00	\$197.00	\$179,270.00
15	Tracer Wire Locating Station	Each	8.0	\$600.00	\$4,800.00	\$597.25	\$4,778.00	\$300.00	\$2,400.00	\$880.00	\$7,040.00	\$1,050.00	\$8,400.00
16	Gate Valve, 6"	Each	2.0	\$3,000.00	\$6,000.00	\$2,700.00	\$5,400.00	\$3,500.00	\$7,000.00	\$2,860.00	\$5,720.00	\$5,365.00	\$10,730.00
17	Gate Valve, 8"	Each	1.0	\$4,000.00	\$4,000.00	\$3,460.00	\$3,460.00	\$4,500.00	\$4,500.00	\$3,790.00	\$3,790.00	\$6,115.00	\$6,115.00
18	Ductile Iron Sleeve, 6"	Each	2.0	\$1,000.00	\$2,000.00	\$445.00	\$890.00	\$600.00	\$1,200.00	\$840.00	\$1,680.00	\$2,350.00	\$4,700.00
19	Valve Vaults, Type A, 5' Dia. W/Type 1 Frame and Closed Lid	Each	3.0	\$4,000.00	\$12,000.00	\$3,917.50	\$11,752.50	\$7,500.00	\$22,500.00	\$7,480.00	\$22,440.00	\$6,190.00	\$18,570.00
20	Cut and Cap Existing Water Main	Each	3.0	\$1,500.00	\$4,500.00	\$5,110.00	\$15,330.00	\$2,500.00	\$7,500.00	\$1,980.00	\$5,940.00	\$299.00	\$897.00
21	Valve Vault to be Abandoned	Each	1.0	\$500.00	\$500.00	\$550.00	\$550.00	\$500.00	\$500.00	\$630.00	\$630.00	\$4,085.00	\$4,085.00
22	Combination C&G Removal and Replacement, Type B-6.12	Foot	100.0	\$120.00	\$12,000.00	\$59.75	\$5,975.00	\$195.00	\$19,500.00	\$81.00	\$8,100.00	\$70.00	\$7,000.00
23	Hot-Mix Asphalt Surface Removal, 2"	SqYd	110.0	\$30.00	\$3,300.00	\$54.00	\$5,940.00	\$73.00	\$8,030.00	\$48.00	\$5,280.00	\$44.00	\$4,840.00
24	Class D Patching, Type I-V, 2"	Syd	320.0	\$36.00	\$11,520.00	\$42.50	\$13,600.00	\$44.00	\$14,080.00	\$48.00	\$15,360.00	\$42.00	\$13,440.00
25	Class D Patching, Type I-V, 6"	SqYd	30.0	\$120.00	\$3,600.00	\$100.00	\$3,000.00	\$253.00	\$7,590.00	\$128.00	\$3,840.00	\$91.00	\$2,730.00
26	Bituminous Materials (Tack Coat)	Pounds	160.0	\$0.50	\$80.00	\$2.30	\$368.00	\$2.20	\$352.00	\$2.50	\$400.00	\$3.00	\$480.00
27	HMA Surface Course, Mix "D", N50, 2"	Ton	50.0	\$275.00	\$13,750.00	\$260.00	\$13,000.00	\$228.00	\$11,400.00	\$266.00	\$13,300.00	\$525.00	\$26,250.00
28	Topsoil Furnish and Place, 6"	SqYd	150.0	\$40.00	\$6,000.00	\$34.50	\$5,175.00	\$17.00	\$2,550.00	\$11.00	\$1,650.00	\$17.00	\$2,550.00
29	Sodding	SqYd	150.0	\$40.00	\$6,000.00	\$28.75	\$4,312.50	\$17.00	\$2,550.00	\$28.00	\$4,200.00	\$18.00	\$2,700.00
30	Supplemental Watering	Unit	5.0	\$200.00	\$1,000.00	\$200.00	\$1,000.00	\$200.00	\$1,000.00	\$1.00	\$5.00	\$230.00	\$1,150.00
	Pressure Connection to Existing Water Main W/6"x6" Mechanical												1
31	Joint Tapping Sleeve	Each	1.0	\$7,000.00	\$7,000.00	\$8,970.00	\$8,970.00	\$12,000.00	\$12,000.00	\$8,840.00	\$8,840.00	\$6,875.00	\$6,875.00
	Pressure Connection to Existing Water Main W/8"x6" Mechanical												1
32	Joint Tapping Sleeve	Each	1.0	\$8,000.00	\$8,000.00	\$9,390.00	\$9,390.00	\$13,000.00	\$13,000.00	\$9,860.00	\$9,860.00	\$7,450.00	\$7,450.00
33	Connection to Existing Water Main	Each	1.0	\$7,000.00	\$7,000.00	\$6,000.00	\$6,000.00	\$15,000.00	\$15,000.00	\$4,180.00	\$4,180.00	\$3,460.00	\$3,460.00
34	Additional Hauling Surcharge, Non-Special Waste	CuYd	10.0	\$150.00	\$1,500.00	\$60.00	\$600.00	\$50.00	\$500.00	\$56.00	\$560.00	\$90.00	\$900.00
35	Non-Special Waste Disposal	CuYd	10.0	\$150.00	\$1,500.00	\$70.00	\$700.00	\$50.00	\$500.00	\$88.00	\$880.00	\$115.00	\$1,150.00
36	External Joint Restraint for PVC Water Main	Each	11.0	\$600.00	\$6,600.00	\$370.00	\$4,070.00	\$150.00	\$1,650.00	\$480.00	\$5,280.00	\$935.00	\$10,285.00
37	Thermoplastic Pavement Marking - Letters and Symbols	Sq Ft	35.0	\$40.00	\$1,400.00	\$69.00	\$2,415.00	\$67.00	\$2,345.00	\$55.00	\$1,925.00	\$9.00	\$315.00
38	Thermoplastic Pavement Marking - Line 4"	Foot	100.0	\$10.00	\$1,000.00	\$34.50	\$3,450.00	\$37.00	\$3,700.00	\$33.00	\$3,300.00	\$8.00	\$800.00
39	Locating Underground Utilities, Special	LS	1.0	\$4,000.00	\$4,000.00	\$3,875.00	\$3,875.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$1,750.00	\$1,750.00

As Calculated	1	\$388,755.00	\$423,862.00	\$526,000.00	\$547,887.00	\$638,677.00
As Read	1	\$388,755.00	\$423,862.00	\$526,000.00	\$547,887.00	\$638,677.00

= Denotes Corrected Calculation

# **CONSTRUCTION PLANS FOR 2025 FENWICK – PRIORY CAMPUS** WATER MAIN LOOP INSTALLATION PRO-

FOR THE **VILLAGE OF RIVER FOREST COOK COUNTY, ILLINOIS** 

## **INDEX OF DRAWINGS**

- COVER SHEET 1
- **GENERAL NOTES** 2-3
- SUMMARY OF QUANTITIES 4
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- ALIGNMENTS AND BENCHMARKS 6
- **REMOVAL PLANS** 7-8
- PLAN AND PROFILE WATER MAIN PLANS 9-11
- **EROSION CONTROL AND LANDSCAPING PLANS** 12-13
- CONSTRUCTION DETAILS 14
- DISTRICT ONE DETAILS 15-18

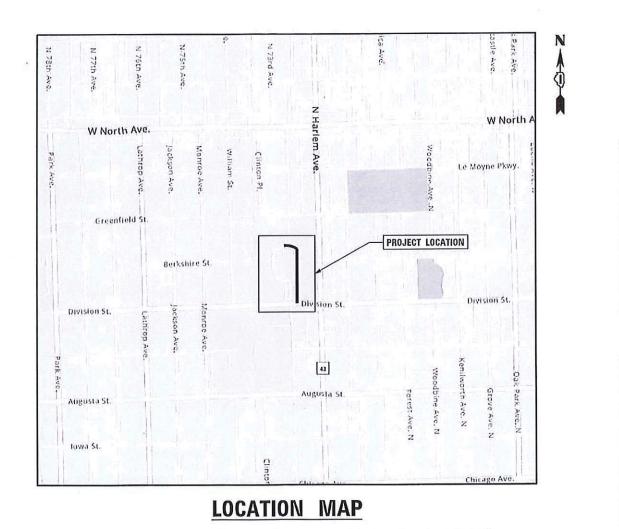
## LIST OF DISTRICT ONE DETAILS:

BD-24	CURB OR CURB AND GUTTER REMOVAL AND REPLACEMENT
BD-32	BUTT JOINT AND HMA DETAILS

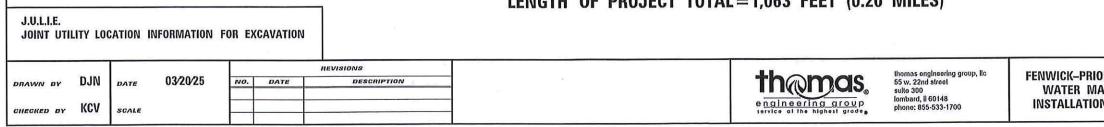
- TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, TC-10 INTERSECTIONS, AND DRIVEWAYS
- **DISTRICT ONE TYPICAL PAVEMENT MARKINGS** TC-13

## LIST OF STATE STANDARDS:

000001-06 STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS 422201-03 CLASS C AND D PATCHES 602011-02 CATCH BASIN TYPE C 604051-04 FRAME AND GRATE TYPE 11 606001-06 CONCRETE CURB TYPE B AND COMBINATION CONCRETE **CURB AND GUTTER** 701301–04 LANE CLOSURE, 2L, 2W SHORT TIME OPERATIONS 701501-06 URBAN LANE CLOSURE, 2L, 2W UNDIVIDED **URBAN LANE CLOSURE, MULTILANE INTERSECTION** 701701-08 701801-05 SIDEWALK, CORNER OR CROSSWALK CLOSURE 701901–02 TRAFFIC CONTROL DEVICES 780001–03 TYPICAL PAVEMENT MARKINGS



## LENGTH OF PROJECT TOTAL = 1,063 FEET (0.20 MILES)



DJECT	
A COLESSIONAL CODE A	
SIGNED: KEVIN VANDEWOESTYNE, P.E. DATE: L REGISTRATION NUMBER: 062-061311 EXPIRES: 11/30/2025	
VILLAGE OF RIVER FOREST SUBMITTED: April 1 S. April 1 S. Ack A. BIELAK OG2-072861 MILLINOIS	
PRIORY CAMPUS MAIN LOOP TION PROJECT COVER SHEET <u>1</u> of <u>18</u>	

<ul> <li>EXCAVITION, AND SUPPLIES MATERIALS PROMUNITLY TEREORIES SHALL BE REAVED AND DISPOSED TROUT HER PROCESSTRES.</li> <li>IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO SELECT DUMPING SITES. HERSINE SHALL BE INCLOSE ALL OF THE CONTRACTORS RESPONSIBILITY TO SELECT DUMPING SITES. HERSINE SHALL PROVIDE ALL OF THE CONTRACTORS AND STATUS STRESS. AND STATUS SWIGHT, ARE NOT SPECIFICALLY AND TO DISPOSED STRESS TO THE SOURCESST OF THE SHALL BE REAL PROVIDE AND ADDISED STRESS. TO THE SOURCESST OF THE STRESS. AND STATUS SWIGHT, ARE NOT SPECIFICALLY ADDISED STRESS SWIGHT, AND SWIGHT, AND ADDISED STRESS SWIGHT SWIGHT, ARE NOT SPECIFICAL TO ADDISED STRESS SWIGHT, AND ADDISED STRESS SWIGHT SWIGHT, ARE NOT SPECIFICAL TO ADDISED STRESS SWIGHT, AND ADDISED STRESS SWIGHT SWIGHT SWIGHT SWIGHT, AND ADDISED SWIGHT AND ADDISES SWIGHT SWI</li></ul>	GEN	NERAL NOTES:		
ALL IST OF THESE BITTES TO THE EXCREPT FOR HIGHING SAMULATION AND GENERAL INFORMATION     AND CONTROL SHALL REPORT SHALL REPORT ALL REPORT THE SEMILATION AND GENERAL PROVIDED THE OWNER AND AND GENERAL PROVIDED THE OWNER AND AND AND THE AND	1.	EXCAVATION, AND SURPLUS MATERIALS FROM UTILITY TRENCHES) SHALL BE REMOVED AND DISPOSED	18.	VEST AT ALL TIMES WHILE ON THE CONSTRU
<ul> <li>Note: Difference of the Evolution of the Evolution of the Control of</li></ul>	2.		19.	NEW PCC CURB AND GUTTER FLAG SHALL BE AGGREGATE SUBGRADE IMPROVEMENT. SUB
<ol> <li>ALL PROPERTY AND SUPPORTS THE WAYNERS STILL BE PROTECTE DURING CONSTRUCTION OPERATIONS IN LISES THE MONRING DIRECT RELAVACY IN CONFURCISES IN LINE CONTROL TO PURPOSE OPERALL LANDSCAPER, OR OTHER MON MORE SUPPORTS IN TWICH IF REMOVED ON THE CONTROL THE CONTROL ON OTHER MON MORE SUPPORTS IN TWICH IF REMOVED AND ARE TO BE DURINGES AND SUPPORT THE CONTROL CONFERENCE IN TWICH IF REMOVED AND ARE TO BE DURINGES AND SUPPORTS AND SUPPORTS IN THE CONTROL OF THE PROVED OF REMOVEL TRANS. SUPPORT THE CONTROL CONTROL CONTROL CONTROL TO ACTIVITIES AND CONTROL.</li> <li>ALL FRAMES, GANTES LUSS, FRE HYDRANTS, AND YAUE BOXES MUCH ARE REMOVED AND ARE TO BE DANAGED BY THE CONTROL CONFERNATION SHALL BE CONFINCED BY WINA THE SERVERS. NO ADDITIONAL COMPENSATION SHALL BE CONFINCED BY WINA THE SERVERS. NO ADDITIONAL COMPENSATION SHALL BE CONFINCED BY WINA THE SERVERS. NO ADDITIONAL COMPENSATION SHALL BE CONFINCED BY WINA THE SERVERS. NO ADDITIONAL COMPENSATION SHALL BE CONFINCED BY WINA THE SERVERS. NO ADDITIONAL COMPENSATION SHALL BE CONFINCED BY WINA THE SERVERS. NO ADDITIONAL TO ATTREET. AND YAUE BOXES BY WINA THE SERVERS AND ADDITIONAL COMPENSATION SHALL BE CONFINCED BY WINA THE SERVERS AND ADDITIONAL COMPENSATION SHALL BE CONFINCED BY WINA THE SERVERS AND ADDITIONAL THESE TO ADDITIONAL SERVERS AND CACTOR MULTING WAY AND SHALL BE CONTROL TO AND AND THE SERVERS AND ADDITIONAL THESE ADDITIONAL SERVERS AND CACTOR MULTING AND SHALL BE CONTROL TO AND AND THE SERVERS AND ADDITIONAL THESE TO ADDITIONAL SERVERS AND CACTOR MULTING AND ADDITIONAL THESE ADDITIONAL SERVERS AND ADDITIONAL SERVERS AND ADDITIONAL THESE ADDITIONAL SERVERS AND ADDITIONAL SERVERS AND ADDITIONAL THESE ADDITIONAL SERVERS AND ADDITIONAL SERVERS AND ADDITIONAL SERVERS AND ADDITIONAL</li></ol>	3.	NOTED OTHERWISE FROM WITHIN THE RIGHT-OF-WAY AS DIRECTED BY THE ENGINEER. ALL COSTS FOR LABOR, EQUIPMENT, AND MATERIAL TO PERFORM THIS WORK SHALL BE INCLUDED IN THE CONTRACT.	2	PAVEMENT REMAINING IN PLACE, THE CONTR
<ul> <li>Abancobe sixul. Element the Property or The VILLAGE. ANY OF THESE THEMS WINCH ARE DAMAGED AT LECKNING THE CONTRACTOR SHALL BE FINALED BY THE YEAR UPON PREMOVAL FROM THE CONTRACTOR SHALL BE FINALED BY THE YEAR TO BE STOCKPILED AT AN ONSITE LOCATION DETERMINED THE EXONINGENE WHERE THEY WILL BE PROCEED BY BY VILLAGE PERSONNEL AT THE CONCLUSION OF WORK ON THAT STREET.</li> <li>WIENE STITUTIO DRAMAGE FRACTURES AND DESTINGED, THE CONTRACTOR SHALL PROVIDE AND MAND ACT AND ARENS. THE CONTRACTOR SHALL BE PROCEED BY BY VILLAGE PERSONNEL AT THE DOWNLING DRAMAGE AND ELEMENT AND TARGET AND AND WATERS BE PROTECTED FRAM BARINS. THE CONTRACTOR SHALL PROVIDE AND MAND ACT AND ARENS. THE CONTRACTOR SHALL PROVIDE AND MAND ACT AND ARENS. THE CONTRACTOR SHALL PROVIDE AND MAND ACT AND ARENS. THE CONTRACTOR SHALL PROVIDE AND MAND ADD ACT AND ARENS. THE CONTRACTOR SHALL PROVIDE AND MAND ADD ACT AND ARENS. THE CONTRACTOR SHALL PROVIDE AND MAND ADD ACT AND ARENS. THE CONTRACTOR SHALL PROVIDE AND MAND ADD ACT AND ARENS. THE CONTRACTOR SHALL PROVIDE AND MAND ADD ACT AND ARENS. THE CONTRACTOR SHALL PROVIDE AND MAND ADD ACT AND ARENS. THE CONTRACTOR SHALL PROVIDE AND MAND ADD ACT AND ARENS. THE CONTRACTOR SHALL PROVIDE AND MAND ADD ACT AND ADD ARENT AND ARENGE OF MATER WHAT DURLATION AND ARENGE AND ARENGE AND AND ARENGE ANT AND ARENT TO ACCURATE AND ADD ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE ANT AND ARENT TO ACCURATE AND ADD ARENGE AND ARENGE AND AND ARENGE AND ARENGE AND AND ADD AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE ARENGE AND ARENGE AND ARENGE AND ARENGE AND ARENGE AND AREN</li></ul>	4.	CONSTRUCTION OPERATIONS UNLESS THE ENGINEER DIRECTS REMOVAL FOR PURPOSES RELATED TO CONSTRUCTION UNDER THIS CONTRACT. ANY FENCES, POLES, FLAGSTONE, DECORATIVE STONE, SPECIAL LANDSCAPING, OR OTHER MAN MADE SURFACE IMPROVEMENT WHICH IS REMOVED OR DISTURBED BY THE CONTRACTOR SHALL BE RESTORED BY HIM TO ITS ORIGINAL CONDITION AFTER THE CONSTRUCTION ACTIVITIES ARE COMPLETED. ALL LABOR, EQUIPMENT, AND MATERIALS REQUIRED TO	22.	WHICH ARE DAMAGED OR MISSING SHALL BE 8 INCHES AT 24 INCH CENTERS IN ACCORDAN SPECIFICATIONS. ANY SPALLING THAT OCCURS TO EXISTING PO SHALL BE PATCHED AT ONE FULL LANE WIDTH
<ul> <li>WHEN EXISTING DRAINAGE FACULTES AND CONCENTED AND CONTRACTOR SHALL PROVIDE AND MANTANT HEMPORARY CULTES AND CONCENTED AND CONTRACTORS FALL INFORMATE AND PUBLIC DRAINS, SEVERS, INT AND CATCH BASINS, THE CONTRACTORS SHALL INFORME SHALL BESTANDE EFFERSING THE CONTRACTOR SHALL PROVIDE AND AMAIN AN EFFCIENCE THE RAME. FINERESSARY, DULTET AND BE PREPARED AT ALL TIMES TO DISPOSE OF WATER WHICH IS RECEIVED FROM ALL PERMANENT CONNECTIONS AND EXPERIENT PARAMELIES IN ANGE FILE RECEIVED FROM ALL DEMONSTRY CONNECTIONS AND ESTIMATION AND EFFCIENCE THE AND TEMPORAPY, THE CONTRACTOR SHALL PRES TEMPORAPIST PACILITIES SHALL BE MAINTAINED UNTEL ENDOWED AND ESTIMATION UMBASINES SHALL BE CONTRACTOR SHALL BE CONTRACTOR MALE CONTRACTOR SHALL PROVIDED IN THE CONTRACTOR SHALL BE ENDOWED AND ESTIMATION. UMBASINES SHALL BE CONTRACTOR SHALL BE INCLUDED IN THE CONTRACT. THE IS TEMPORAPY TO PERFORM THE WORK SHALL BE INCLUDED IN THE CONTRACTOR SHALL BE RECEIVED ON THE PLANS, AS SPECIFIED IN SECTION 440 OF THE STATEMAD SECONGENCON, ON AR REQUIRED BY THE ENSINGE CARE WHEN CONDUCTING THE CONTRACTOR SHALL ECOPPARTY TO PERFORM THE WORK SHALL BE INCLUDED IN THE CONTRACTOR SHALL BE ENDOWED ON THE PLANS, AS SPECIFIED IN SECTION 440 OF THE ISTANDA STATEMENT ON CORPANICA DUTTER REMAINES FLANCING COMPANY TO ACCURATELY LOCATE THEIR UTILITY DOES NOT FREE THE CONTRACTOR REMA RESPONSIBILITY. THE CONTRACTOR SHALL REPORTING TO REPREVE TAMANGE. THE FALLIPS AND NOT THE FLANS AND NO ALIGNMENTS PRION TO ORDERING MATERIALS. THE VILLAGE SHALL RELEVATIONS. THE ECONTRACTOR SHALL RECORPORE TO NEAR THE ENDINES. THE ISONEDULED ARTING THE REPORTING TO REPREVE TAMANGE. THE FALLIPS AND ALIGNMENT THE SCHEDULED ARTING THE REPORTING TO REPREVE TAMANGE. THE FALLIPS AND ALIGNMENT THE SCHEDULED ARTING THE REPORTING TO ROBE FOR MATERIALS. THE VILLEGE MAIN OF COULT REPRES SHALL BE CONTRACTOR SHALL RECORPORE TO AND FREE THE CONTRACTOR REPRES THE AND ALIGNMENT THE SCHEDULED ARTING THE REPORTING TO ROBE FORM STE AND ALIGNMENT AND ALIGNMENT THE SCHEDULED ARTING TO ROBE F</li></ul>	5.	ABANDONED SHALL REMAIN THE PROPERTY OF THE VILLAGE. ANY OF THESE ITEMS WHICH ARE DAMAGED BY THE CONTRACTOR DURING HANDLING SHALL BE REPLACED BY HIM AT HIS EXPENSE, NO ADDITIONAL COMPENSATION SHALL BE GIVEN FOR SALVAGING THESE ITEMS. UPON REMOVAL FROM THEIR WORKING LOCATIONS, THEY ARE TO BE STOCKPILED AT AN ON-SITE LOCATION DETERMINED BY THE ENGINEER WHERE THEY WILL BE PICKED UP BY VILLAGE PERSONNEL AT THE	23.	
<ol> <li>EROSION AND SEDMENT CONTROL MEASURES SHALL BE FOLLOWED WHEN EXISTING CURB AND GUTTER IS REMOVED AND SEDMENT CONTROL MEASURES SHALL BE FOLLOWED WHEN EXISTING CURB AND GUTTER IS REMOVED AND CRISTING DEMINATION CURB AND GUTTER REMOVAL.</li> <li>ENDERDED IN ACCORDANCE WITH THE CONTRACTOR SHALL BE INCLUDED IN THE CONTRACT LINE ITEM COMBINITION CURB AND GUTTER REMOVAL.</li> <li>THE UNITIONS OF AS EXACUTINES TO BE REMOVED ON THE FLANS, AS SPECIFIED IN SECTION 440 OF THE STANDARD SPECIFICATIONS. OR AS A BECIDIER DI Y THE ENNIERDE, SHALL BE INCLUDED IN THE COST THE TOTAGNA BY ELEVICATIONS. OR AS A BECIDIER DI Y THE ENNIERDE, SHALL BE INCLUDED IN THE COST THE TOTAGNA BY ELEVICATIONS. OR AS A BECIDIER DI Y THE ENNIERDE, SHALL BE INCLUDED IN THE COST THE TOTAGN AND ELEVITORS OF THE VARIOUS UNDERGROUND UTILITY COMPANY TO ACCURATELY LOCATE THER UTILITY DOES NOT THE EXERCISE CARE WHEN CONDUCTING CONSTRUCTION OF ENTRONS NEAR UTILITIES TO PREVENT DAMAGE. THE FALLOBE ON ALLER OF A UTILITY COMPANY TO ACCURATELY LOCATE THER UTILITY DOES NOT THEE THE CONTRACTOR FROM RESPONSIBILITY.</li> <li>THE CONTRACTOR SHALL BE RESPONSIBILE FOR VERIFYING ALL STRUCTURE DEFINS, PIPE DIAMETERS, AND ALLIGNMENTS PRICIN CONCRETE TO VERIFYING ALL STRUCTURE OF RUM RESPONSIBILITY.</li> <li>THE CONTRACTOR SHALL HE RADIOR FORMS SET A MINIMUM OF FOUR WORKING HOURS PRIOR TO THE SCHEMENTS PRICINC CONSTRUCTION.</li> <li>THE CONTRACTOR SHALL AND CODERATE WITH THE CONTRACTORS OPERATIONS.</li> <li>TAMUSTION CURB AND QUITER FROM THE PLACEMENT OF COLOR REVER WHENE PORTAGING SHOWN AT ON CONCRETE CURB AND GUTTER, SHALL BE LADED AS THE SCHEMENT SHORT.</li> <li>ALL RADIO FOR PROPOSED COMBINATION CONCRETE CURB AND GUTTER, BRIVENYS, AND BUENAL TO ALLOW THE ENGINEER THE TO CONTRACTOR SHALL BE ALB DE ALCED DA THE WATER MAIN AND SEW CART TO RESOLUTE ROWN THE PROPOSED COMBINATION CONCRETE CURB AND GUTTER, DRIVENSY, AND BUENAL THE CONTRACTOR SHALL BE INTEL CONTRACTOR SHALL DALL RADIO FOR PROPOSED COMBINATION CONCRETE CURB AND GUTTER SH</li></ol>	6.	MAINTAIN TEMPORARY OUTLETS AND CONNECTIONS FOR ALL PRIVATE AND PUBLIC DRAINS, SEWERS, AND CATCH BASINS. THE CONTRACTOR SHALL PROVIDE FACILITIES TO ACCEPT ALL STORM WATER THAT WILL BE DELIVERED BY THESE DRAINS AND BASINS AND SHALL DISCHARGE THE SAME. IF NECESSARY, THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AN EFFICIENT PUMPING PLANT AND TEMPORARY OUTLET AND BE PREPARED AT ALL TIMES TO DISPOSE OF WATER WHICH IS RECEIVED FROM ALL TEMPORARY CONNECTIONS. THESE TEMPORARY FACILITIES SHALL BE MAINTAINED UNTIL ALL		CONNECTIONS, AND DRAINS AS FOLLOWS: A. HORIZONTAL SEPARATION - WATER MAINS (1) WATER MAINS SHALL BE LOCATED A OR PROPOSED DRAIN, STORM SEV
<ol> <li>PAYEMENT SAW CUTTING FOR ITEMS TO BE REMOVED ON THE PLANS, AS SPECIFIED IN SECTION 440 OF THE STRANDARD SPECIFICATIONS, OR AS REQUIRED BY THE ENGINEER, SHALL BE INCLUDED IN THE COST OF THE ITEMS BEING REMOVED.</li> <li>THE LOCATIONS AND ELEVATIONS OF THE VARIOUS UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE NOT TO BE TAKEN AS EXACT. THE CONTRACTOR SHALL EXERCISE CARE WHEN CONDUCTING CONSTRUCTION OPERATIONS NOT THE VARIOUS UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE NOT TO BE TAKEN AS EXACT. THE CONTRACTOR SHALL EXERCISE CARE WHEN CONDUCTING CONSTRUCTION OPERATIONS NERL UTILITIES TO PREVENT DAMAGE. THE FAILURE OF A UTILITY CONTRACT TO ACCUMPANY TO ACCUMPANY TO ORDERNOS MATERIALS. THE VILLAGE SHALL REJECT ALL STRUCTURES THAT ARE INCOMRECITY CONSTRUCTED.</li> <li>THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL STRUCTURE DEPTHS, PIPE DIAMETERS, AND ALIGNMENTS PRIOR TO ORDERNOS MATERIALS. THE VILLAGE SHALL REJECT ALL STRUCTURES THAT ARE INCOMRECITY CONSTRUCTED.</li> <li>THE CONTRACTOR SHALL COOPERATE WITH THE OWNER OF ANY UNDERGROUND UTILITY CONSTRUCTION WHICH THE VILLAGE MAN WANT TO PERFORM DURING THE CONTRACTORS OPERATIONS.</li> <li>THE SCHEDULED ARRIVAL OF CONCRETE ON SIET FOR THE PLACEMENT OF CUR WARKING HOURS PRIOR TO ORIGINES AND ALIGNMENT OF DERFORM DURING THE CONTRACTORS OPERATIONS.</li> <li>THE SCHEDULED ARRIVAL OF CONCRETE CON SIGNET ALE THE PLACED AT THE EXISTING DIMENSION UNLESS OTHERWISE INDICATED ON THE PROPOSED COMBINATION CONCRETE CURB AND GUTTER, SHALL BE PLACED AT THE EXISTING DIMENSION UNLESS OTHERWISE INDICATED ON THE PROPOSED COMBINATION CONCRETE CURB AND GUTTER SHALL BE PLACED AT THE EXISTING OUNTING TO FINIS ACCOMBINATION CONCRETE CURB AND GUTTER SHALL DAS PART OF THIS CONTRACT.</li> <li>ALL RADII FOR PROPOSED COMBINATION CONCRETE CURB AND GUTTER SHALL BE PLACED AT THE EXISTING DIMENSION UNLESS OTHERWISE INDICATED ON THE PROPOSED COMBINATION CONCRETE CURB AND GUTTER THE WATTER MAIN, AS APPROVOLUTE IN ELEVATIONS OF CONSTRUCTIONS UNLESS NOTED OTHERYMENT</li></ol>	7.	EROSION AND SEDIMENT CONTROL MEASURES SHALL BE FOLLOWED WHEN EXISTING CURB AND GUTTER IS REMOVED AND EXISTING DRAINAGE STRUCTURES ARE TO REMAIN ACTIVE. THIS WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE DETAIL PROVIDED IN THE CONTRACT DOCUMENTS. ALL LABOR, EQUIPMENT, AND MATERIALS NECESSARY TO PERFORM THIS WORK SHALL BE INCLUDED IN THE		<ul> <li>(a) LOCAL CONDITIONS PREVENT</li> <li>(b) THE WATER MAIN INVERT IS A</li> <li>(c) THE WATER MAIN IS EITHER IN</li> </ul>
<ul> <li>TO ACCURATELY LOCATE THEIR UTILITY DOES NOT FREE THE CONTRACTOR FROM RESPONSIBILITY.</li> <li>THE CONTRACTOR SHALL BERSPONSIBLE FOR VERIFYING ALL STRUCTURE DEPTHS. PIPE DIAMETERS, AND ALLORMENTS PRIOT DO DREPRING MATERIALS. THE VILLAGE SHALL REJECT ALL STRUCTURES THAT ARE INCORRECTLY CONSTRUCTED.</li> <li>THE CONTRACTOR SHALL COOPERATE WITH THE OWNER OF ANY UNDERGROUND UTILITY CONSTRUCTION WHICH THE VILLAGE MAY WANT TO PERFORM DURING THE CONTRACTORS OPERATIONS.</li> <li>THE CONTRACTOR SHALL HAVE LINE AND/OR FORMS SET A MINIMUM OF FOUR WORKING HOURS PRIOR TO THE SCHEDULED ARRIVAL OF CONCRETE ON SITE FOR THE PLACEMENT OF CURB AND GUTTER, SHALL BE PAID FOR AS COMBINATION CONCRETE CURB AND GUTTER OF THE TYPE BEING INSTALLED AS PART OF THIS CONTRACT.</li> <li>TRANSITION CURB AND GUTTER FROM THE PROPOSED COMBINATION CONCRETE CURB AND GUTTER, SHALL BE PAID FOR AS COMBINATION CONCRETE CURB AND GUTTER SHALL BE PLACED AT THE EXISTING DIMENSION UNLESS OTHERWISE. INDICATED ON THE PROJOSED COMBINATION CONCRETE CURB AND GUTTER, SHALL BE PAID FOR PROPOSED COMBINATION CONCRETE CURB AND GUTTER SHALL BE PLACED AT THE EXISTING DIMENSION UNLESS OTHERWISE. INDICATE ON THE PROJOSED CURB AND GUTTER SHALL BE PLACED AT THE EXISTING DIMENSION UNLESS OTHERWISE. INDICATE ON THE PROJECT PLANS OR AS DIRECTED BY THE ENGINEER. ELEVATIONS SHOWN AT POINT ON THE CURB INDICATE FLAW OR AS DIRECTED BY THE ENGINEER. ELEVATIONS SHALL BE INCLUDED IN THE COST OF THE COMBINATION CURB AND GUTTER. THE QUANTITY OF THIS AGGREGATE SHALL BE INCLUDED IN THE PROPOSED CURB AND GUTTER SHALL BE PLACED AT THE EXISTING CONCRETE GARDE EXALL BEL ANDIMINO OF 4' THICK.</li> <li>WHEN WARER SERVICE BOXES FALL WITHIN THE LINTIS OF CONCRETE FLATWORK. THE CONTRACTOR SHALL PROVIDE EITHER A SECTION OF FALL WITHIN THE REVENDED ON TRIMMED TO MATCH THE EXISTING CONCRETE FORM THE FRAME. THER RE REMOVED ON TRIMMED TO ATCH THE EXISTING CONCRETE FORM ALL FACILITATE EASY REMOVAL OF THE CONTRACTOR SHALL IN THE SERVICE BOX WHICH. SHALL FACILITIES OF A CONCRETE FLATWORK THE CONT</li></ul>		THE STANDARD SPECIFICATIONS, OR AS REQUIRED BY THE ENGINEER, SHALL BE INCLUDED IN THE COST OF THE ITEMS BEING REMOVED. THE LOCATIONS AND ELEVATIONS OF THE VARIOUS UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE NOT TO BE TAKEN AS EXACT. THE CONTRACTOR SHALL EXERCISE CARE WHEN CONDUCTING		MINIMUM VERTICAL SEPARA (3) WHEN IT IS IMPOSSIBLE TO MEET EI SHALL BE CONSTRUCTED OF SLIP PIPE MEETING THE REQUIREMENT OR SEWER SHALL BE PRESSURE
<ol> <li>THE CONTRACTOR SHALL GOOPERATE WITH THE OWNER OF ANY UNDERGROUND UTILITY CONSTRUCTION WHICH THE VILLAGE MAY WANT TO PERFORM DURING THE CONTRACTORS OPERATIONS.</li> <li>THE CONTRACTOR SHALL GOOPERATE ON SITE FOR THE CONTRACTORS OPERATIONS.</li> <li>THE SCHEDULED ARRIVAL OF CONCRETE ON SITE FOR THE PLACEMENT OF CURB AND GUTTER, DRIVEWAYS, AND SIDEWALK TO ALLOW THE ENGINEER TIME TO CHECK LINE AND GRADE.</li> <li>TRANSITION CURB AND GUTTER FROM THE PROPOSED COMBINATION CONCRETE CURB AND GUTTER, DRIVEWAYS, PART OF THIS CONTRACT.</li> <li>ALL RADII FOR PROPOSED COMBINATION CONCRETE CURB AND GUTTER SHALL BE PLACED AT THE EXISTING DIMENSION UNLESS OTHERWISE INDICATE DO N'THE PROJECT PLANS OR AS DIRECTED BY THE ENGINEER. FOR PAYMENT, BUT SHALL BE INDICATE TO ON THE PROJECT PLANS OR AS DIRECTED BY THE ENGINEER. FOR PAYMENT, BUT SHALL BE ALLONDER THE PROPOSED CURB AND GUTTER, SHALL NOT DE MEASURED FOR PAYMENT, BUT SHALL BE ALLONDER THE PROPOSED CURB AND GUTTER, SHALL NOT DE MEASURED FOR PAYMENT, BUT SHALL BE ALLONDER THE PROPOSED CURB AND GUTTER, THE CUANTITY OF THIS AGGREGATE SHALL BE A MINIMUM OF 4" THICK.</li> <li>WHEN WATER SERVICE BOXES FALL WITHIN THE LIMITS OF CONCRETE FLATWORK, THE CONTRACTOR SHALL PROVIDE EITHER A SECTION OF 4" POLY UNIV. CHLORIDE (PVC) PIPE OR 4" HIGH DENSITY POLYETHY LENE (4) CONSTRUCTION OF WATER MAIN, BUT SERVICE BOXES FALL WITHIN THE LIMITS OF CONCRETE FLATWORK, THE CONTRACTOR SHALL PROVIDE EITHER A SECTION OF 4" POLY UNIV. CHLORIDE (PVC) PIPE OR 4" HIGH DENSITY POLYETHY LENE (4) CONSTRUCTION OF WATER MAIN, BUT SERVICE LINES, AND OTHER UTILITY LINES; 10. WHEN A SEWER STRUCTURE FALLS WITHIN THE LIMITS OF A CONCRETE FLATWORK, THE CONTRACTOR SHALL PLACE EXPANSION MATERIAL. IN A BOX APPROXIMATELY EIGHTEEN (18) INCHES FROM THE CENTRACTOR SHALL PLACE EXPANSION MATERIAL. IN A BOX APPROXIMATELY EIGHTEEN (18) INCHES FROM THE CONTRACTOR SHALL LID FORMING A SOURCE FLACED LETTER FROM THE CRIMENT OF THE PURPOSE OF REPLACING THE REMOVAL OF THE SOURCE OF CONCRETE FROM THE D</li></ol>	10.	THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL STRUCTURE DEPTHS, PIPE DIAMETERS, AND ALIGNMENTS PRIOR TO ORDERING MATERIALS. THE VILLAGE SHALL REJECT ALL STRUCTURES THAT		<ul> <li>B. VERTICAL SEPARATION - WATER MAINS A</li> <li>(1) A WATER MAIN SHALL BE LAID SO TI OF THE DRAIN OR SEWER WHENE</li> </ul>
<ol> <li>TRANSITION CURB AND GUTTER FROM THE PROPOSED COMBINATION CONCRETE CURB AND GUTTER SHALL BE PAID FOR AS COMBINATION CONCRETE CURB AND GUTTER OF THE TYPE BEING INSTALLED AS PART OF THIS CONTRACT.</li> <li>ALL RADII FOR PROPOSED COMBINATION CONCRETE CURB AND GUTTER SHALL BE PLACED AT THE EXISTING DIMENSION UNLESS OTHERWISE INDICATED ON THE PROJECT PLANS OR AS DIRECTED BY THE ENGINEER. ELEVATIONS SHOWN AT POINT ON THE CURB INDICATE FLOW LINE ELEVATIONS UNLESS NOTED OTHERWISE.</li> <li>AGGREGATE BASE COURSE PLACED UNDER THE PROPOSED CURB AND GUTTER SHALL NOT BE MEASURED FOR PAYMENT, BUT SHALL BE INCLUDED IN THE COST OF THE COMBINATION CURB AND GUTTER. THE QUANTITY OF THIS AGGREGATE SHALL BE A MINIMUM OF 4" THICK.</li> <li>WHEN WATER SERVICE BOXES FALL WITHIN THE LIMITS OF CONCRETE FLATWORK, THE CONTRACTOR SHALL PROVIDE EITHER A SECTION OF 4" POLY VINYL CHLORIDE (PVC) PIPE OT 4" HIGH DENSITY POLYETHYLENE EXISTING CONCRETE GRADE LEVEL. THE FINAL RESULT SHALL BE A SMOOTH FINISHED "BOX-OUT" AROUND THE SERVICE BOX WHICKLESS WITHIN THE LIMITS OF A CONCRETE FLATWORK, THE CONTRACTOR SHALL PARCE EXPANSION MATERIAL IN A BOX PAPROXIMATELY EIGHTER (19) THE CAP.</li> <li>THE LOCATIONS OF FALLS WITHIN THE LIMITS OF A CONCRETE PLATWORK, THE CONTRACTOR SHALL LID FORMING A SQUARE "BOX-OUT" AROUND THE FRAME. THE RESULT SHALL BE A SMOOTH FINISHED "BOX-OUT" AROUND THE SERVICE BOX WHICKLI IN A BOX APPROXIMATELY EIGHTER (16") INCHES FROM THE CONTRACTOR SHALL LID FORMING A SQUARE "BOX-OUT" AROUND THE FRAME. THE RESULT SHALL BE A CONDITION THAT WILL ALLOW FOR THE REMOVAL OF THE SQUARE OF CONCRETE FROM THE DRIVEWAY, THE CONTRACTOR SHALL OPERATIONS, THE CONTRACTOR, SHALL IN A BOX APPROXIMATELY EIGHTER (16") INCHES FROM THE CENTER OF THE EXISTING UTILITIES WITHIN THE LIMITS OF A CONCRETE FROM THE DRIVEWAY FOR THE PURPOSE OF REPLACING THE FRAME WITHOUT DAMAGING THE REMAINDER OF THE DRIVEWAY FOR THE PURPOSE OF THE LOCATION OF THE EXISTING UTILITIES.</li> </ol>		WHICH THE VILLAGE MAY WANT TO PERFORM DURING THE CONTRACTOR'S OPERATIONS. THE CONTRACTOR SHALL HAVE LINE AND/OR FORMS SET A MINIMUM OF FOUR WORKING HOURS PRIOR TO THE SCHEDULED ARRIVAL OF CONCRETE ON SITE FOR THE PLACEMENT OF CURB AND GUTTER, DRIVEWAY?	5,	OR SERVER SERVICE CONNECTION PORTION OF THE WATER MAIN LOO DRAIN CROSSING, A LENGTH OF W CROSSED WITH JOINTS EQUIDISTA (2) BOTH THE WATER MAIN AND SEWEF CAST OR DUCTILE IRON PIPE, OR I
<ul> <li>ELEVATIONS SHOWN AT POINT ON THE CURB INDICATE FLOW LINE ELEVATIONS UNLESS NOTED OTHERWISE.</li> <li>AGGREGATE BASE COURSE PLACED UNDER THE PROPOSED CURB AND GUTTER SHALL NOT BE MEASURED FOR PAYMENT, BUT SHALL BE INCLUDED IN THE COST OF THE COMBINATION CURB AND GUTTER. THE QUANTITY OF THIS AGGREGATE SHALL BE A MINIMUM OF 4" THICK.</li> <li>WHEN WATER SERVICE BOXES FALL WITHIN THE LIMITS OF CONCRETE FLATWORK, THE CONTRACTOR SHALL PROVIDE EITHER A SECTION OF 4" POLY VINYL CHLORIDE (PVC) PIPE OR 4" HIGH DENSITY POLYETHYLENE (HDPE) PIPE TO SLEEVE THE BOX. THE SLEEVE SHALL EITHER BE REMOVED OR TRIMMED TO MATCH THE EXISTING CONCRETE GRADE LEVEL. THE FINAL RESULT SHALL BE A SMOOTH FINISHED "BOX-OUT" AROUND THE SERVICE BOX WHICH SHALL FACILITATE EASY REMOVAL OF THE CAP.</li> <li>WHEN A SEWER STRUCTURE FALLS WITHIN THE LIMITS OF A CONCRETE DRIVEWAY, THE CONTRACTOR SHALL PLACE EXPANSION MATERIAL IN A BOX APPROXIMATELY EIGHTEEN (18") INCHES FROM THE CENTER OF THE LID FORMING A SQUARE "BOX-OUT" AROUND THE FRAME. THE RESULT SHALL BE A CONDITION THAT WILL ALLOW FOR THE REMOVAL OF THE SQUARE OF CONCRETE FROM THE DRIVEWAY FOR THE PURPOSE OF REPLACING THE FRAME WITHOUT DAMAGING THE REMAINDER OF THE DRIVEWAY PAVEMENT.</li> </ul>		SHALL BE PAID FOR AS COMBINATION CONCRETE CURB AND GUTTER OF THE TYPE BEING INSTALLED AS PART OF THIS CONTRACT. ALL RADII FOR PROPOSED COMBINATION CONCRETE CURB AND GUTTER SHALL BE PLACED AT THE EXISTIN	G	STANDARDS OF CONSTRUCTION V (a) IT IS IMPOSSIBLE TO OBTAIN T (b) THE WATER MAIN PASSES UNI
<ul> <li>16. WHEN WATER SERVICE BOXES FALL WITHIN THE LIMITS OF CONCRETE FLATWORK, THE CONTRACTOR SHALL PROVIDE EITHER A SECTION OF 4" POLY VINYL CHLORIDE (PVC) PIPE OR 4" HIGH DENSITY POLYETHYLENE (HDPE) PIPE TO SLEEVE THE BOX. THE SLEEVE SHALL EITHER BE REMOVED OR TRIMMED TO MATCH THE EXISTING CONCRETE GRADE LEVEL. THE FINAL RESULT SHALL BE A SMOOTH FINISHED "BOX-OUT" AROUND THE SERVICE BOX WHICH SHALL FACILITATE EASY REMOVAL OF THE CAP.</li> <li>17. WHEN A SEWER STRUCTURE FALLS WITHIN THE LIMITS OF A CONCRETE DRIVEWAY, THE CONTRACTOR SHALL PLACE EXPANSION MATERIAL IN A BOX APPROXIMATELY EIGHTEEN (18") INCHES FROM THE CENTER OF THE LID FORMING A SQUARE "BOX-OUT" AROUND THE FRAME. THE RESULT SHALL BE A CONDITION THAT WILL ALLOW FOR THE REMOVAL OF THE SQUARE OF CONCRETE FROM THE DRIVEWAY FOR THE PURPOSE OF REPLACING THE FRAME WITHOUT DAMAGING THE REMAINDER OF THE DRIVEWAY PAVEMENT.</li> <li>26. THE CONTRACTOR, AT HIS EXPENSE, SHALL EXISTING UTILITIES WITHIN THE PROJECT A OPERATIONS, THE CONTRACTOR SHALL CONTRACTOR SHALL DE A CONDITION THAT WILL ALLOW FOR THE REMOVAL OF THE SQUARE OF CONCRETE FROM THE DRIVEWAY PAVEMENT.</li> </ul>	15.	DIMENSION UNLESS OTHERWISE INDICATED ON THE PROJECT PLANS OR AS DIRECTED BY THE ENGINEER. ELEVATIONS SHOWN AT POINT ON THE CURB INDICATE FLOW LINE ELEVATIONS UNLESS NOTED OTHERWISI AGGREGATE BASE COURSE PLACED UNDER THE PROPOSED CURB AND GUTTER SHALL NOT BE MEASURED FOR PAYMENT, BUT SHALL BE INCLUDED IN THE COST OF THE COMBINATION CURB AND GUTTER. THE	6	<ul> <li>(3) A VERTICAL SEPARATION OF 18 INC CROWN OF THE WATER MAIN SHA SEWER. SUPPORT THE SEWER OF WATER MAIN, AS APPROVED BY THE (4). CONSTRUCTION OF WATER MAIN OF</li> </ul>
PLACE EXPANSION MATERIAL IN A BOX APPROXIMATELY EIGHTEEN (18") INCHES FROM THE CENTER OF THE LID FORMING A SQUARE "BOX-OUT" AROUND THE FRAME. THE RESULT SHALL BE A CONDITION THAT WILL ALLOW FOR THE REMOVAL OF THE SQUARE OF CONCRETE FROM THE DRIVEWAY FOR THE PURPOSE OF REPLACING THE FRAME WITHOUT DAMAGING THE REMAINDER OF THE DRIVEWAY PAVEMENT.	16.	WHEN WATER SERVICE BOXES FALL WITHIN THE LIMITS OF CONCRETE FLATWORK, THE CONTRACTOR SHA PROVIDE EITHER A SECTION OF 4" POLY VINYL CHLORIDE (PVC) PIPE OR 4" HIGH DENSITY POLYETHYLENE (HDPE) PIPE TO SLEEVE THE BOX. THE SLEEVE SHALL EITHER BE REMOVED OR TRIMMED TO MATCH THE EXISTING CONCRETE GRADE LEVEL. THE FINAL RESULT SHALL BE A SMOOTH FINISHED "BOX-OUT" AROUND		UNTIL THE PERPENDICULAR DIST.
	17.	PLACE EXPANSION MATERIAL IN A BOX APPROXIMATELY EIGHTEEN (18") INCHES FROM THE CENTER OF THE LID FORMING A SQUARE "BOX-OUT" AROUND THE FRAME. THE RESULT SHALL BE A CONDITION THAT WILL ALLOW FOR THE REMOVAL OF THE SQUARE OF CONCRETE FROM THE DRIVEWAY FOR THE PURPOSE OF	LL 26.	THE CONTRACTOR, AT HIS EXPENSE, SHALL E EXISTING UTILITIES WITHIN THE PROJECT ARI OPERATIONS, THE CONTRACTOR SHALL COO THE LOCATION OF THE EXISTING UTILITIES.

04/04/25

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THE CONSTRUCTION SITE. THIS REQUIREMENT SHALL BE INCLUDED IN THE		ι
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WATER MAIN:

FOUR (4) HOURS

IN THE CONTRACT.

- 10 INCHES MINIMUM AND PLACED OVER A 4 INCH LAYER OF GRADE SHALL EXTEND 1 FOOT BEHIND BACK OF CURB.
- OATED.
- REMOVED AND REPLACED ADJACENT TO EXISTING CONCRETE ACTOR SHALL PERFORM THE REMOVAL SO THAT THE EXISTING RB AND GUTTER TO THE EXISTING PAVEMENT. ANY TIE BARS REPLACED WITH NO. 6 TIE BARS, 24 INCHES LONG, EMBEDDED CE WITH THE ARTICLE 420.05 (b) OF THE IDOT STANDARD
- C PAVEMENT THAT IS EQUAL TO OR GREATER THAN 1/4 INCH WITH SAW CUTTING PERPENDICULAR TO THE DIRECTION
- 800-892-0123) TO HAVE THE LOCATIONS OF EXISTING UTILITIES VATION.
- RVICE LINES: WATER MAINS AND WATER SERVICE LINES SHALL ORM SEWERS, COMBINED SEWERS, HOUSE SEWER SERVICE

AND SEWERS

- AT LEAST TEN (10) FEET HORIZONTALLY FROM ANY EXISTING VER. SANITARY SEWER, COMBINED SEWER OR SEWER SERVICE
  - SER THAN TEN (10) FEET TO A SEWER LINE WHEN:
  - A LATERAL SEPARATION OF TEN (10) FEET AND;
  - LEAST 18 INCHES ABOVE THE CROWN OF THE SEWER: AND
  - A SEPARATE TRENCH OR IN THE SAME TRENCH ON AN LOCATED TO ONE SIDE OF THE SEWER, MAINTAINING THE TION OF 18 INCHES.
- THER (A.) OR (B.), BOTH THE WATER MAIN AND DRAIN OR SEWER ON OR MECHANICAL JOINT CAST OR DUCTILE IRON PIPE, OR PVC S OF WATER MAIN STANDARDS OF CONSTRUCTION. THE DRAIN ESTED TO THE MAXIMUM EXPECTED SURCHARGE HEAD BEFORE

#### ND SEWERS

- HAT ITS INVERT IS A MINIMUM OF 18 INCHES ABOVE THE CROWN ER WATER MAINS CROSS STORM SEWERS, SANITARY SEWERS IS. THE VERTICAL SEPARATION SHALL BE MAINTAINED FOR THAT CATED WITHIN TEN (10) FEET HORIZONTALLY OF ANY SEWER OR ATER MAIN PIPE SHALL BE CENTERED OVER THE SEWER TO BE NT FROM THE SEWER OR DRAIN.
- SHALL BE CONSTRUCTED OF SLIP-ON OR MECHANICAL JOINT VC PIPE MEETING THE REQUIREMENTS OF WATER MAIN
  - HE PROPER VERTICAL SEPARATION AS DESCRIBED IN (A.); OR

DER A SEWER OR DRAIN

- HES BETWEEN THE INVERT OF THE SEWER OR DRAIN AND THE LL BE MAINTAINED WHERE A WATER MAIN CROSSES UNDER A R DRAIN LINES TO PREVENT SETTLING AND BREAKING THE E ENGINEER
- JALITY PIPE SHALL EXTEND ON EACH SIDE OF THE CROSSING ANCE FROM THE WATER MAIN TO THE SEWER OR DRAIN LINE

ngineering group

JCTURES, STORM AND SANITARY SEWERS, WATER AND SANITARY E APPROXIMATE. THEIR EXACT HORIZONTAL AND VERTICAL IELD BY THE CONTRACTOR AT HIS OWN EXPENSE.

E RESPONSIBLE FOR COORDINATION THE LOCATION OF ALL EA. IF NECESSARY, PRIOR TO THE START OF CONSTRUCTION RDINATE WITH A PRIVATE UTILITY LOCATE FIRM TO DETERMINE

thomas	engineering group, lle
55 w. 22	2nd street
suite 30	0
lombard	I, II 60148
phone:	855-533-1700

FENWICK-P WATER **INSTALLA** 

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UNDERGROUND OR SURFACE UTILITIES EVEN THOUGH THEY MAY NOT BE SHOWN ON THE PLANS. ANY UTILITY THAT IS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER. THIS WORK SHALL BE AT THE CONTRACTOR'S EXPENSE.

28. THE CONTRACTOR SHALL COOPERATE WITH THE VILLAGE AND OWNER IF ANY MUNICIPAL UTILITY IMPROVEMENTS ARE REQUIRED WITHIN THE DURATION OF THE CONTRACT.

29. THE CONTRACTOR SHALL MAINTAIN EXISTING STREET, PARKING LOT, AND DRIVEWAY ACCESS AT ALL TIMES DURING CONSTRUCTION

30. THE CONTRACTOR SHALL MAINTAIN PROPER DRAINAGE AT ALL TIMES DURING THE COURSE OF CONSTRUCTION AND SHALL PREVENT STORM WATER FROM RUNNING INTO OR STANDING IN EXCAVATED AREAS.

THE COST OF CONNECTING EXISTING STORM SEWERS AND STORM STRUCTURES TO THE PROPOSED DRAINAGE SYSTEM AND CONNECTING PROPOSED STORM SEWER TO EXISTING STRUCTURES, WHETHER A TEMPORARY OR PERMANENT CONNECTION, SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT. THIS ALSO INCLUDES ANY TEMPORARY STORM SEWER PIPE REQUIRED TO MAINTAIN PROPER DRAINAGE UNTIL PERMANENT SEWERS ARE CONSTRUCTED. NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

WHEN EXISTING DRAINAGE FACILITIES ARE DISTURBED, THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY OUTLETS AND CONNECTIONS FOR ALL PRIVATE OR PUBLIC DRAINS, SEWERS, OR CATCH BASINS HE SHALL PROVIDE FACILITIES TO TAKE IN ALL STORM WATER WHICH WILL BE RECEIVED BY THESE DRAINS AND SEWERS AND DISCHARGE THE SAME. HE SHALL PROVIDE AND MAINTAIN AN EFFICIENT PUMPING PLANT, IF NECESSARY, AND A TEMPORARY OUTLET AND BE PREPARED AT ALL TIMES TO DISPOSE OF THE WATER RECEIVED FROM THESE TEMPORARY CONNECTIONS UNTIL SUCH TIME AS THE PERMANENT CONNECTIONS WITH SEWERS ARE BUILT AND IN SERVICE. THIS WORK WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED

ALL OPENINGS IN EXISTING DRAINAGE STRUCTURES AND PIPES RESULTING FROM STORM SEWER/PIPE CULVERT REMOVAL SHALL BE PLUGGED IN ACCORDANCE WITH SECTION 550.05 OF THE STANDARD SPECIFICATIONS. THE COST WILL BE INCLUDED IN THE ASSOCIATED STORM SEWER ITEM.

34. DRAINAGE STRUCTURE OFFSETS AS SHOWN ON THE PLANS ARE GIVEN TO THE CENTER OF STRUCTURES.

STRUCTURE ELEVATIONS GIVEN ON THE PLANS ARE ONLY TO ASSIST THE CONTRACTOR IN DETERMINING THE APPROXIMATE OVERALL HEIGHT OF THE STRUCTURE. FRAMES ON ALL NEW STRUCTURES WILL BE ADJUSTED TO THE FINAL ELEVATION OF THE AREA IN WHICH THEY ARE LOCATED AS PART OF THE STRUCTURES COST.

CONTRACTOR TO USE FLAT SLAB TOPS WHERE FIELD CONDITIONS PROHIBIT THE USE OF CONES. FLAT TOPS AND CONES ARE TO BE TURNED SO THAT THE FRAME IS CLOSEST TO THE CENTERLINE OF THE ROAD, UNLESS OTHERWISE NOTED IN THE PLANS OR AN EXISTING UTILITY PROHIBITS IT. ALL FLAT TOPS AND CONES ARE ASSUMED TO BE ECCENTRIC.

37. FOR WATER MAIN SHUT OFFS, THE CONTRACTOR SHALL GIVE THE VILLAGE A MINIMUM OF 72 HOURS NOTICE. THE VILLAGE SHALL PROVIDE NOTIFICATION FORMS AND DETERMINE THE LIMIT OF THE AFFECTED AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISTRIBUTION OF THE NOTIFICATION FORMS TO ALL AFFECTED RESIDENTS AT LEAST 48 HOURS PRIOR TO SHUT OFF. ALL SHUT OFFS SHALL BE FOR A MAXIMUM TIME OF

THE VILLAGE MAY ASSIST THE CONTRACTOR IN THE INITIAL LOCATING OF THE EXISTING SANITARY SERVICES TO THE INDIVIDUAL RESIDENCES WITHIN THE PROJECT LIMITS. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING KNOWLEDGE OF THE LOCATIONS OF THESE SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING AS-BUILT KNOWLEDGE OF THE LOCATIONS OF THE NEWLY INSTALLED SERVICES AND MAINS. THE VILLAGE WILL NOT BE RESPONSIBLE FOR LOCATING NEW MAINS OR SERVICES FOR THE CONTRACTOR. FOR THE DURATION OF THE CONTRACT. THE CONTRACTOR SHALL MAKE THE AS-BUILT UNDERGROUND UTILITY INFORMATION AVAILABLE TO THE VILLAGE WHENEVER REQUESTED.

39. THE CONTRACTOR SHALL NOT OPEN OR SHUT ANY WATER VALVES OR FIRE HYDRANTS WITHOUT PRIOR AUTHORIZATION FROM THE VILLAGE WATER DEPARTMENT. UNAUTHORIZED USE SHALL SUBJECT THE OFFENDER TO ARREST AND PROSECUTION.

40. ALL WATER MAIN MATERIAL SHALL BE INSPECTED BY THE ENGINEER PRIOR TO INSTALLATION.

41. THRUST BLOCKING IS REQUIRED AT ALL BENDS, TEES, CAPS, VALVES, AND HYDRANTS,

ALL VALVES SHALL BE INSTALLED IN VALVE VAULTS. UNLESS OTHERWISE APPROVED IN WRITING BY THE VILLAGE, VALVE BOXES ARE ONLY PERMITTED FOR FIRE HYDRANT AUXILIARY VALVES.

FLUSHING, TESTING, AND DISINFECTION PROCEDURES: FOLLOWING THE INSTALLATION OR REPAIR OF ANY WATER MAIN, SERVICE PIPES, FITTINGS, VALVES, AND HYDRANTS, AND BEFORE THESE ITEMS ARE PLACED INTO SERVICE, FLUSHING, TESTING, AND DISINFECTION MUST OCCUR ACCORDING TO THE LATEST EDITIONS OF: STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS, AMERICAN WATER WORKS ASSOCIATION (AWWA), VILLAGE REQUIREMENTS, AND IN ACCORDANCE WITH THE FOLLOWING SEQUENTIAL EVENTS:

RIORY	CAMPUS
MAIN	LOOP
TION F	ROJECT

**GENERAL NOTES** 

DRAWING NO.

2 OF 18

- A. FLUSHING: PRIOR TO TESTING AND DISINFECTION PROCEDURES, FILLING AND FLUSHING OF ALL DEBRIS SHALL OCCUR ON ANY NEW OR REPAIRED WORK.
- B. PRESSURE TESTING OF DISTRIBUTION WATER MAINS SHALL BE PERFORMED BY CONTRACTOR IN ACCORDANCE WITH AWWA C-600 AND WITNESSED BY VILLAGE REPRESENTATIVE. THE TEST SHALL CONSIST OF HOLDING A PRESSURE ON THE WATER MAIN / SERVICE OF 150 PSI FOR A MINIMUM OF 2 HOURS. THE PRESSURE DURING THE TWO-HOUR TEST CANNOT VARY BY MORE THAN =\-5 PSI FOR THE DURATION OF THE TEST. LEAKAGE SHALL BE DEFINED AS THE QUANTITY OF WATER THAT MUST BE SUPPLIED INTO THE NEWLY LAID PIPE OR ANY VALVED SECTION THEREOF TO MAINTAIN PRESSURE WITHIN 5 PSI OF THE SPECIFIED TEST PRESSURE AFTER THE WATER MAIN / SERVICE HAS BEEN FILLED WITH WATER AND THE AIR HAS BEEN EXPELLED. THE WATER NECESSARY TO BRING THE PRESSURE UP TO 150 PSI FROM A MEASURED CONTAINER SHALL BE THE AMOUNT OF LEAKAGE. A FIRE SERVICE LINE MUST BE TESTED AT 200 PSI AS OUTLINED IN THE NFPA 24: STANDARD FOR THE INSTALLATION OF PRIVATE FIRE SERVICE MAINS AND THEIR APPURTENANCES.

NOTE: IF AT ANY TIME AFTER THE TEST BEGINS A DROP OF 5 PSI OR GREATER IS RECORDED, THE TEST IS COMPLETE WITH A FAILING RESULT REGARDLESS OF THE ALLOWABLE MAKE-UP.

IN THE EVENT OF UNACCEPTABLE PRESSURE LOSS, THE CONTRACTOR SHALL LOCATE AND CORRECT ALL LEAKS, AND THEN REPEAT THE HYDROSTATIC PRESSURE TEST UNTIL SATISFACTORY TO THE ENGINEER.

- (1) THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, TOOLS AND EQUIPMENT NECESSARY TO PERFORM THE PRESSURE AND LEAKAGE TESTS, THIS COST WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN ASSOCIATED WATER MAIN ITEMS.
- (2) THE CONTRACTOR SHALL SATISFACTORILY PERFORM THE PRESSURE AND LEAKAGE TEST PRIOR TO REQUESTING THE ENGINEER AND/OR BUILDING/FIRE INSPECTOR TO WITNESS THE OFFICIAL TESTS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO THE TIME THAT THE OFFICIAL TESTS ARE REQUESTED, DEPENDING ON TRAFFIC CONDITIONS, PUBLIC HAZARD, OR OTHER REASONS, THE ENGINEER MAY DIRECT WHEN TESTING OF NEW WORK SHALL BE CONDUCTED, AND MAY ORDER THE TESTS TO BE MADE IN RELATIVELY SHORT SECTIONS OF NEW WATER MAINS.
- C. DISINFECTION: AFTER COMPLETION OF A SATISFACTORY TEST OR SERIES OF TESTS, CHLORINE SHALL BE APPLIED. AFTER 24 HOURS, THE MAIN SHALL BE FLUSHED AND WATER SAMPLES SHALL BE TAKEN. WATER SAMPLES MAY ONLY BE TAKEN MONDAY THROUGH FRIDAY, THEREFORE, CHLORINATING MAY ONLY OCCUR MONDAY THROUGH THURSDAY. CHLORINATION MAY OCCUR ON FRIDAY IF SAMPLES ARE APPROVED AND ARRANGED TO BE TAKEN ON SATURDAY (48 NOTICE REQUIRED) AND MONDAY.

#### STORM SEWER:

- 44. WHEN THE REQUIRED VERTICAL AND HORIZONTAL CLEARANCES, AS SPECIFIED BY THE IEPA, BETWEEN PROPOSED STORM SEWER AND EXISTING OR PROPOSED WATER MAIN CANNOT BE MET, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.
- 45. ALL FRAMES TO BE FURNISHED AS PART OF THIS CONTRACT FOR CONSTRUCTION, ADJUSTMENT, OR RECONSTRUCTION OF ANY MANHOLE, CATCH BASIN, INLET, VALVE VAULT, OR METER VAULT SHALL HAVE CAST INTO THE LID "VILLAGE OF RIVER FOREST" AND BEAR THE WORD "STORM", "SANITARY", OR "WATER" DEPENDING ON THE TYPE SPECIFIED.

#### SANITARY SEWER:

- 46. ALL SANITARY SEWER SERVICES SHALL BE INSTALLED AT A MINIMUM 1% PITCH.
- 47. THE UNDERGROUND CONTRACTOR IS RESPONSIBLE FOR DOCUMENTING THE LOCATION OF EACH SERVICE. A FINAL COMPILATION OF SERVICE LOCATIONS SHALL BE PROVIDED UPON COMPLETION OF THE INSTALLATION.
- 48. WHEN NEW SANITARY SEWER STRUCTURES ARE PROPOSED OR REQUIRED, SANITARY MANHOLES SHALL HAVE EXTERNAL CHIMNEY SEALS INSTALLED OVER THE FRAME AND AROUND THE MANHOLE TO PREVENT INFILTRATION. WHEN SANITARY FRAMES ARE INSTALLED DIRECTLY ON TOP OF FLAT TOP MANHOLE STRUCTURES, IT IS PERMISSIBLE TO INSTALL AN INTERNAL CHIMNEY SEAL PER THE MANUFACTURER'S INSTRUCTIONS.
- 49. WHEN NEW SANITARY SEWER MAIN AND/OR SANITARY SEWER STRUCTURES ARE PROPOSED OR REQUIRED, TESTING OF SANITARY SEWER MAIN AND SANITARY SEWER STRUCTURES, PER THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS AND APPLICABLE VILLAGE OF RIVER FOREST STANDARDS, IS REQUIRED AFTER INSTALLATION. ANY FAILURES OR PROBLEMS IDENTIFIED REQUIRE CORRECTION BY THE CONTRACTOR.
  - A. AIR PRESSURE EXFILTRATION TESTING OF ALL SANITARY SEWER PIPE IS REQUIRED.
  - B. TESTING OF ALL SANITARY SEWER PIPE RIGID MANDREL OR BALL WITH A DIAMETER OF 95% OF THE INSIDE PIPE DIAMETER IS REQUIRED.
  - C. SANITARY SEWER PIPE SHALL BE TELEVISED USING A CLOSED CIRCUIT CAMERA AND RECORDING DEVICE. A COPY OF THE DVD VIDEO OF THE TELEVISED LINE SHALL BE SUBMITTED FOR APPROVAL.
  - D. THE CONTRACTOR SHALL BE REQUIRED TO PERFORM MANHOLE LEAKAGE TESTS ON ALL SANITARY SEWER MANHOLES IN ACCORDANCE WITH THE STANDARDS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, LATEST EDITION.

#### EROSION CONTROL AND LANDSCAPE RESTORATION:

- 50. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROPERLY CONTROL EROSION ON THE JOBSITE THROUGH THE USE OF PERIMETER EROSION BARRIER (SILT FENCE), DITCH CHECKS, ETC. ALL CONDUITS, STRUCTURES, OR DITCHES SHALL BE CLEANED AND MAINTAINED BY THE CONTRACTOR UNTIL THE SODDING HAS TAKEN HOLD, ALL WASHOUTS, GULLIES, ETC. WILL BE REGRADED AND RESODDED BY THE CONTRACTOR.
- 51. THE CONTRACTOR'S RESPONSIBILITY FOR EROSION CONTROL SHALL EXTEND THROUGHOUT THE DURATION OF CONSTRUCTION PROCESSES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEAN-UP OF PAVED SURFACES WITHIN AND OUTSIDE OF THE PROJECT ON A TIMELY BASIS AND/OR AT THE DIRECTION OF THE ENGINEER OR VILLAGE STAFF.
- 52. ALL AREAS TO BE RESTORED WITH LANDSCAPE RESTORATION, WHETHER INDICATED ON THE PLANS OR NOT, SHALL BE RESTORED WITH A MINIMUM OF 6" OF TOP SOIL AND SOD, AND PAID FOR BY THE APPROPRIATE LINE ITEMS. SHAPING AND GRADING OF THE LANDSCAPE RESTORATION AREAS, IN ORDER TO PROVIDE PROPER DRAINAGE, SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.
- 53. ALL PRIVATELY OWNED AND VILLAGE OWNED LANDSCAPE ITEMS WITHIN THE R.O.W. AND ON PRIVATE PROPERTY, TO INCLUDE BUT NOT LIMITED TO, BRICK PAVERS, DECORATIVE BLOCKS AND ROCKS, ORNAMENTAL FIGURINES, FLOWER POTS, FENCING, RETAINING WALL, RAILROAD TIES, ETC., ARE TO BE CAREFULLY REMOVED WHETHER SHOWN ON THE PLANS OR NOT, IF THEY INTERRUPT WITH CONSTRUCTION ACTIVITIES OR AS OTHERWISE DIRECTED BY THE ENGINEER. AFTER CAREFUL REMOVAL OF THE LANDSCAPE ITEMS, THEY SHOULD BE STACKED AND PROTECTED ON PRIVATE PROPERTY AWAY FROM CONSTRUCTION ACTIVITIES AND IF PRACTICAL, RELOCATED BACK TO THEIR ORIGINAL LOCATION AFTER CONSTRUCTION ACTIVITIES ARE COMPLETE. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO RELOCATE, REPOSITION, AND REPLACE ANY PORTION OR ITEMS THAT ARE DAMAGED BY THE CONTRACTOR'S NEGLIGENCE AT COST INCIDENTAL TO THIS PROJECT.
- 54. PARKWAY GRADING TO PROVIDE POSITIVE DRAINAGE SHALL BE CONSIDERED INCLUDED IN THE COST OF PARKWAY RESTORATION, SPECIAL.

#### PROTECTION OF EXISTING TREES

- 55. ALL PROJECT AREA TREES SHALL BE SAVED UNLESS OTHERWISE NOTED ON THE PLANS. THE CONTRACTOR SHALL EXERCISE CARE WHEN CONDUCTING WORK NEAR EXISTING TREES.
- 56. PRIOR TO COMMENCEMENT OF ANY GRADING ACTIVITIES, THE CONTRACTOR SHALL PERFORM ROOT PRUNING AND ERECT TREE PROTECTION AS DIRECTED BY THE ENGINEER IN ACCORDANCE WITH THE TREE PROTECTION-FENCING IUM-890-A STANDARD DETAILS IN THE PLANS.

					REVISIONS
DJN	DATE	04⁄04⁄25	NO.	DATE	DESCRIPTION
кси	SCALE				

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8			
FENWICK–PRIORY CAMPUS Water Main Loop Installation Project	GENERAL NOTES	DRAWING NO.	

ITEM NO.	NOM	SP	DESCRIPTION	UNIT	TOTA
1		CS	TRAFFIC CONTROL & PROTECTION	LSUM	1.0
2		CS	CONSTRUCTION LAYOUT AND RECORD DRAWINGS	LSUM	1.0
3	*	CS	DUST CONTROL WATERING		5.0
4	*	CS	AGGREGATE FOR TEMPORARY ACCESS		100.
5	*		INLET FILTERS		9.0
6	*		TREE REMOVAL (6 TO 15 UNITS DIAMETER)		10.0
7	*		TREE REMOVAL (OVER 15 UNITS DIAMETER)		110.
8	*		TREE ROOT PRUNING		10.0
9		CS	TRENCH BACKFILL		480
10	*	CS	STORM SEWER REMOVAL AND REPLACEMENT WITH WMQ PIPE, UP TO 12"	CU YD FOOT	130.
11	*	CS	SANITARY SEWER REMOVAL AND REPLACEMENT WITH WMQ PIPE, UP TO 12"	FOOT	22.
12		CS	WATER MAIN, PVC C-900, PUSH JOINTS, TRENCHED, 6"	FOOT	35.
13		CS	WATER MAIN, PVC C-900, PUSH JOINTS, TRENCHED, 8"	FOOT	115
14	a	CS	HORIZONTAL DIRECTIONAL DRILL PVC WATER MAIN, 8"	FOOT	910
15		CS	TRACER WIRE LOCATING STATION	EACH	8.0
16		CS	GATE VALVE, 6"	EACH	2.0
17		CS	GATE VALVE, 8"	EACH	1.0
.18		CS	DUCTILE IRON SLEEVE, 6"	EACH	2.0
19		00	VALVE VAULTS, TYPE A, 5' DIA. W/ TYPE 1 FRAME AND CLOSED LID	EACH	3.0
20		CS	CUT AND CAP EXISTING WATER MAIN	EACH	3.0
20		CS		EACH	1.0
21		CS	VALVE VAULT TO BE ABANDONED		100
22			COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT, TYPE B-6.12		110
23		CS	HOT-MIX ASPHALT SURFACE REMOVAL, 2"		320
24		CS	CLASS D PATCHING, TYPE I-IV, 2" CLASS D PATCHING, TYPE I-IV, 6"		30.
25		CS		SQ YD POUNDS	160
		D1			50.
27	*		HMA SURFACE COURSE, MIX "D", N50, 2" TOPSOIL FURNISH AND PLACE, 6"	TON SQ YD	150
28 29	*		SODDING	SQ YD SQ YD	150
30	*		SUPPLEMENTAL WATERING	UNIT	5.0
	2009		PRESSURE CONNECTION TO EXISTING WATER MAIN W/ 6" X 6" MECHANICAL JOINT	UNIT	5.0
31		CS	TAPPING SLEEVE	EACH	1.(
32		CS	PRESSURE CONNECTION TO EXISTING WATER MAIN W/ 8" X 6" MECHANICAL JOINT	EACH	1.0
1447.1				FAOL	
33		CS	CONNECTION TO EXISTING WATER MAIN	EACH CU YD	1.(
34	*		ADDITIONAL HAULING SURCHARGE, NON-SPECIAL WASTE		10.
35	*		NON-SPECIAL WASTE DISPOSAL		10.
36		CS	EXTERNAL JOINT RESTRAINT FOR PVC WATER MAIN	EACH SQ FT	11.
37	*		THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS		35.
38	*		THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	100
39			LOCATING UNDERGROUND UTILITIES, SPECIAL	LSUM	1.0
	*		= NOMINAL QUANTITY PROVIDED. THE ACTUAL NEED WILL BE DETERMINED IN THE I	-1 12	OF
			CONSTRUCTION. QUANTITIES WILL BE DEDUCTED IF THE WORK IS NOT DEEMED N	ECESSARY.	
		CS / D1	= CONTRACT SPECIAL PROVISION (VILLAGE OR IDOT DISTRICT 1)		
04/25	REVISIONS		thomas engineering group, lic 55 w. 22nd street	PRIORY CAMPUS	
104/25 NO. DATE	DESCRI	PTION	suite 300 WATER	MAIN LOOP TION PROJECT	SUMN

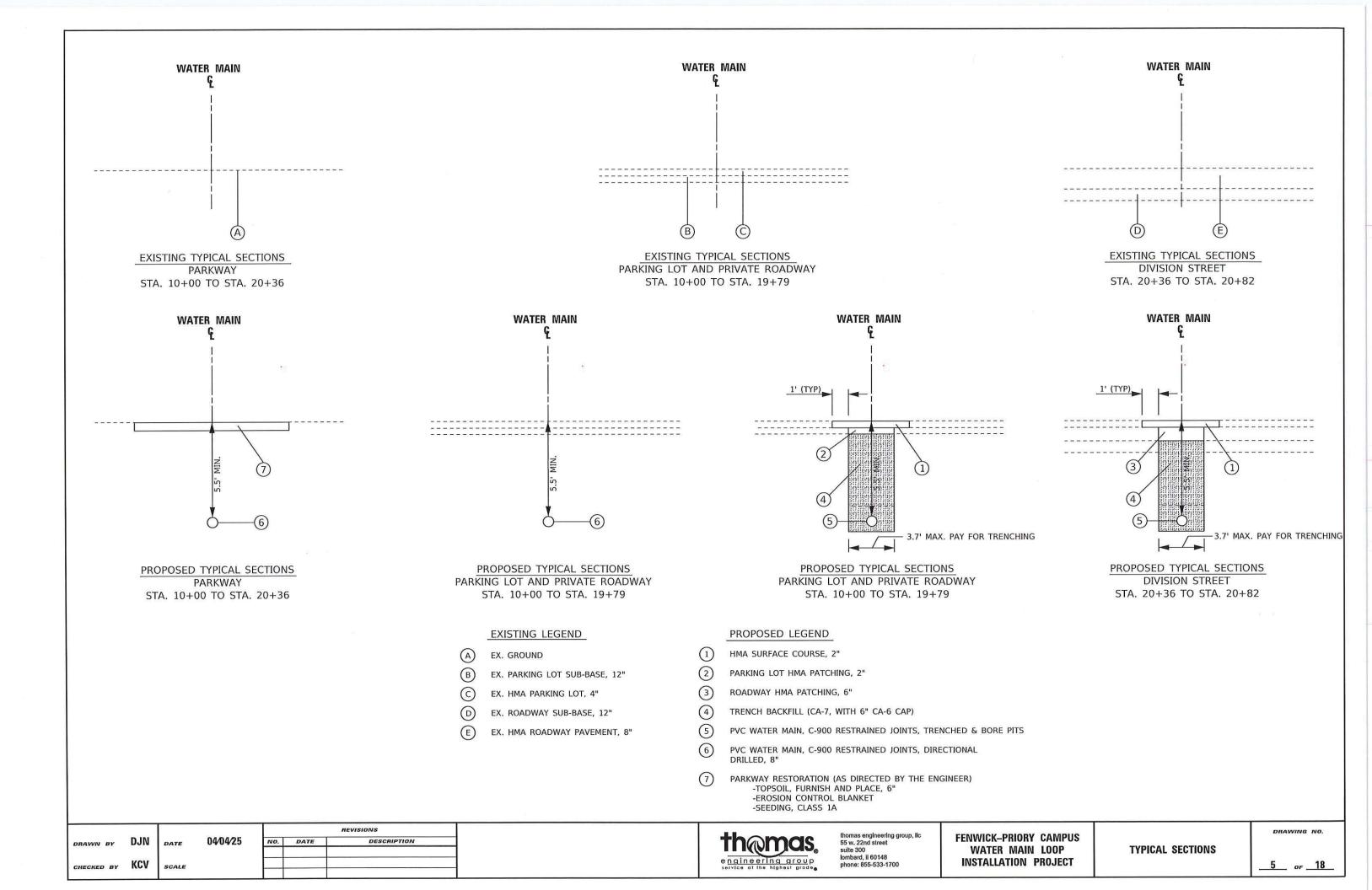
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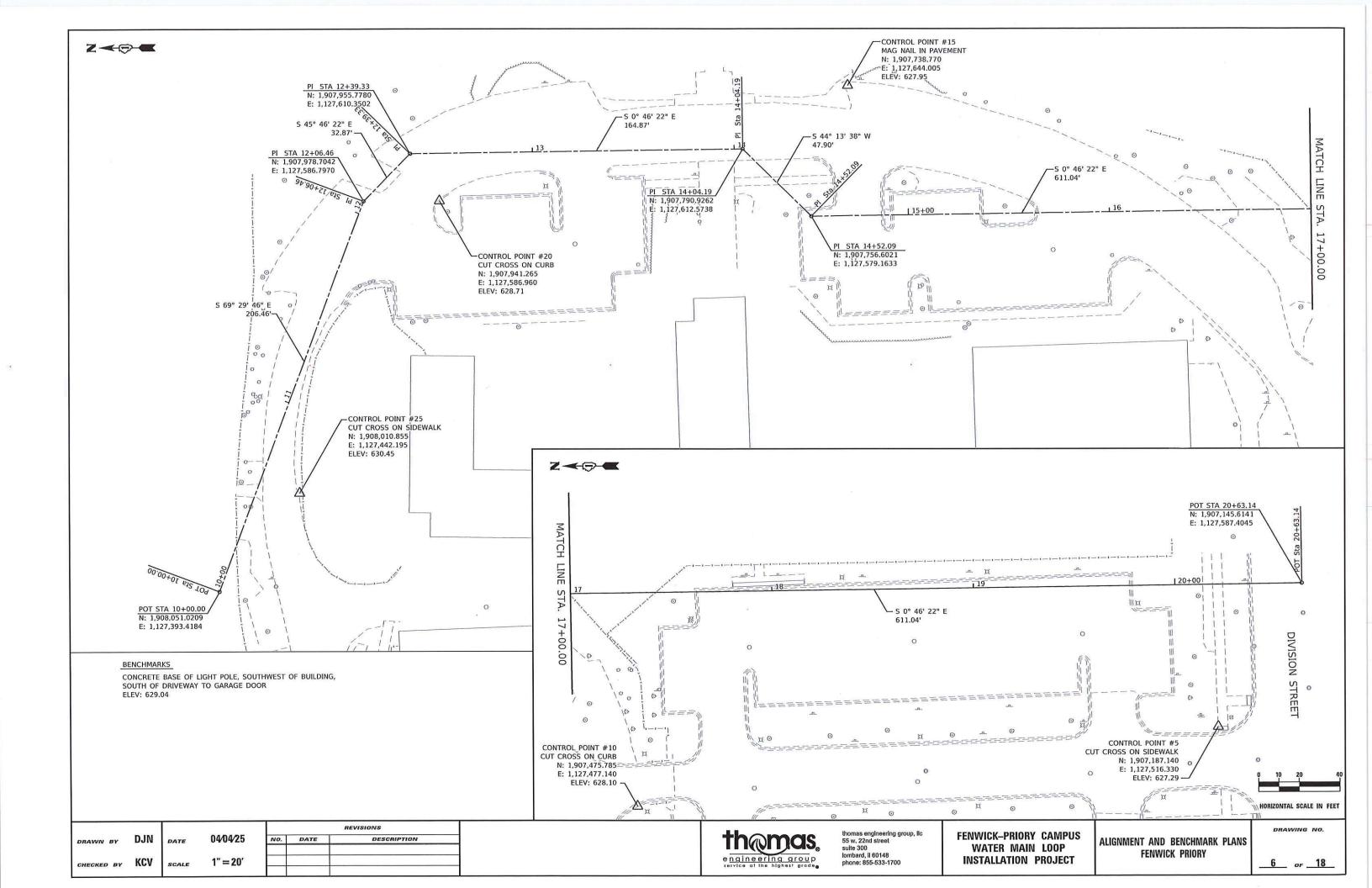
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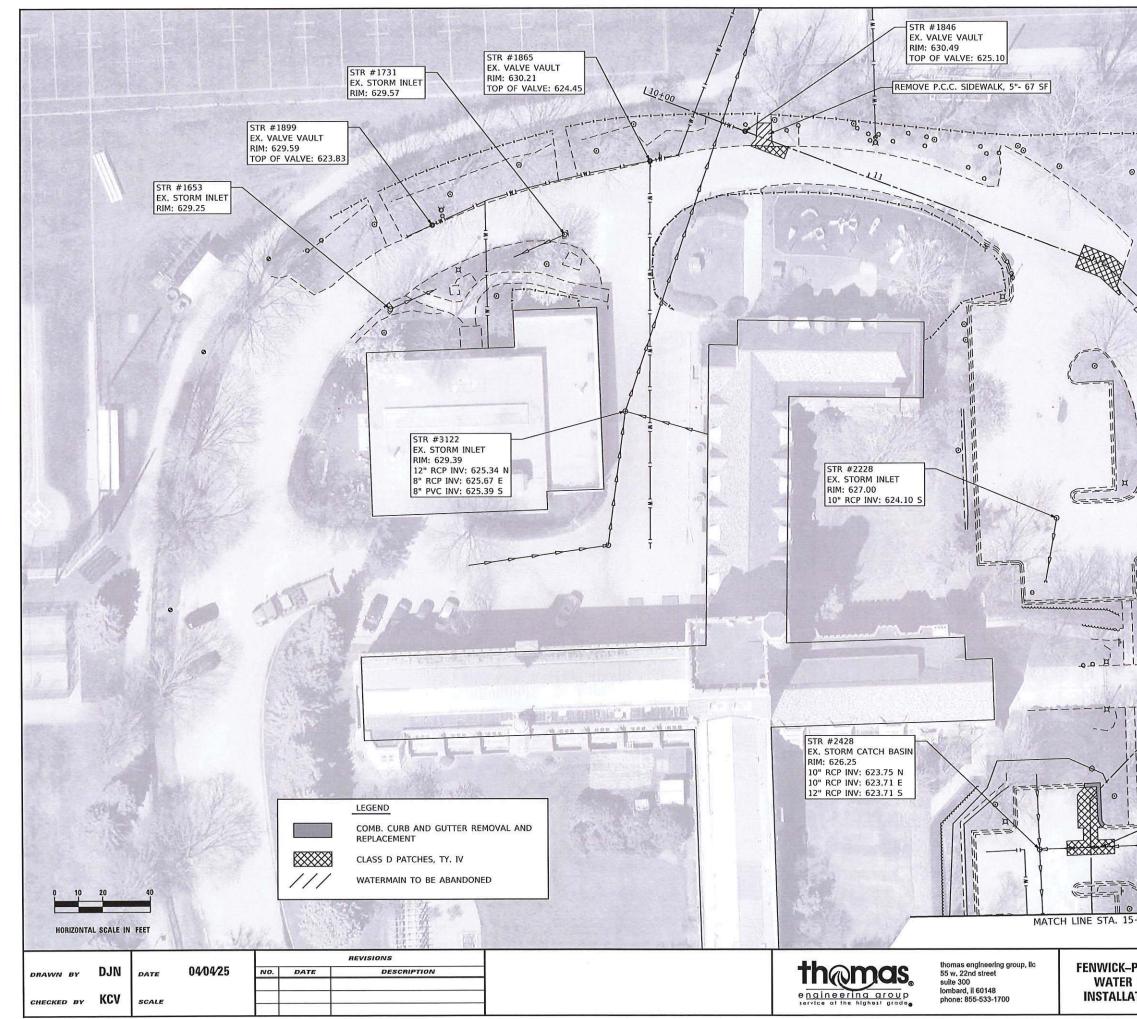
## SUMMARY OF QUANTITIES

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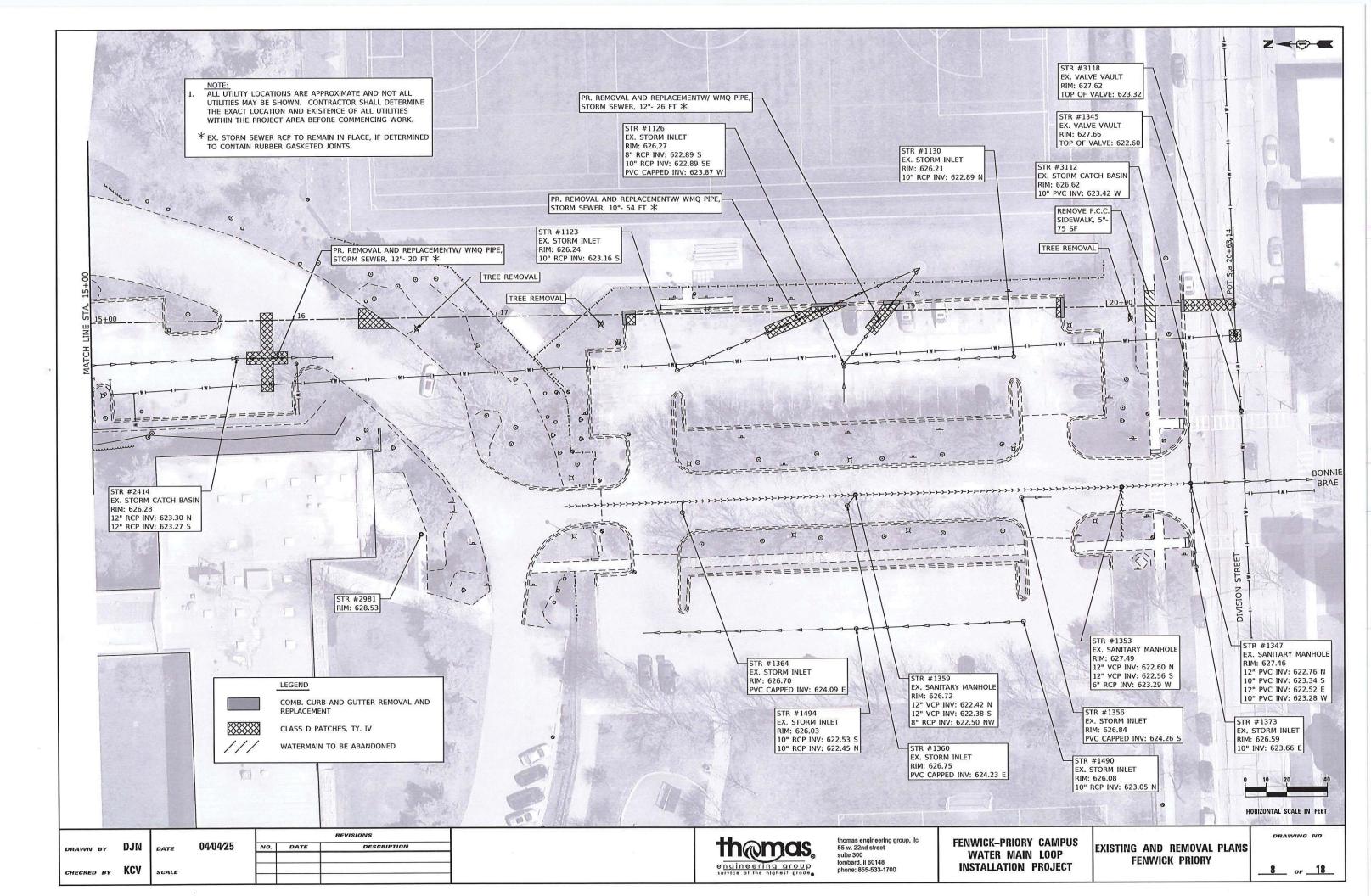
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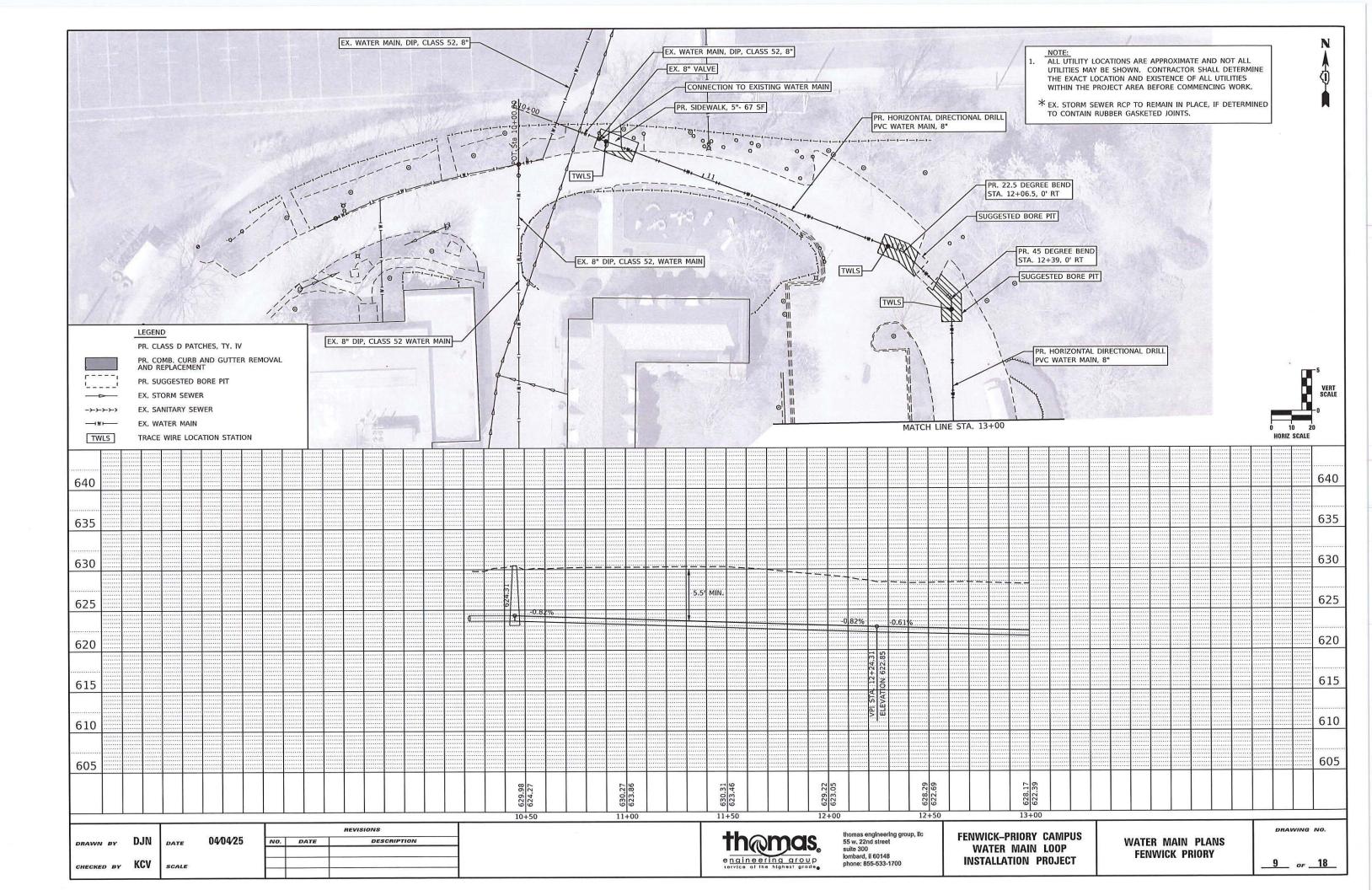


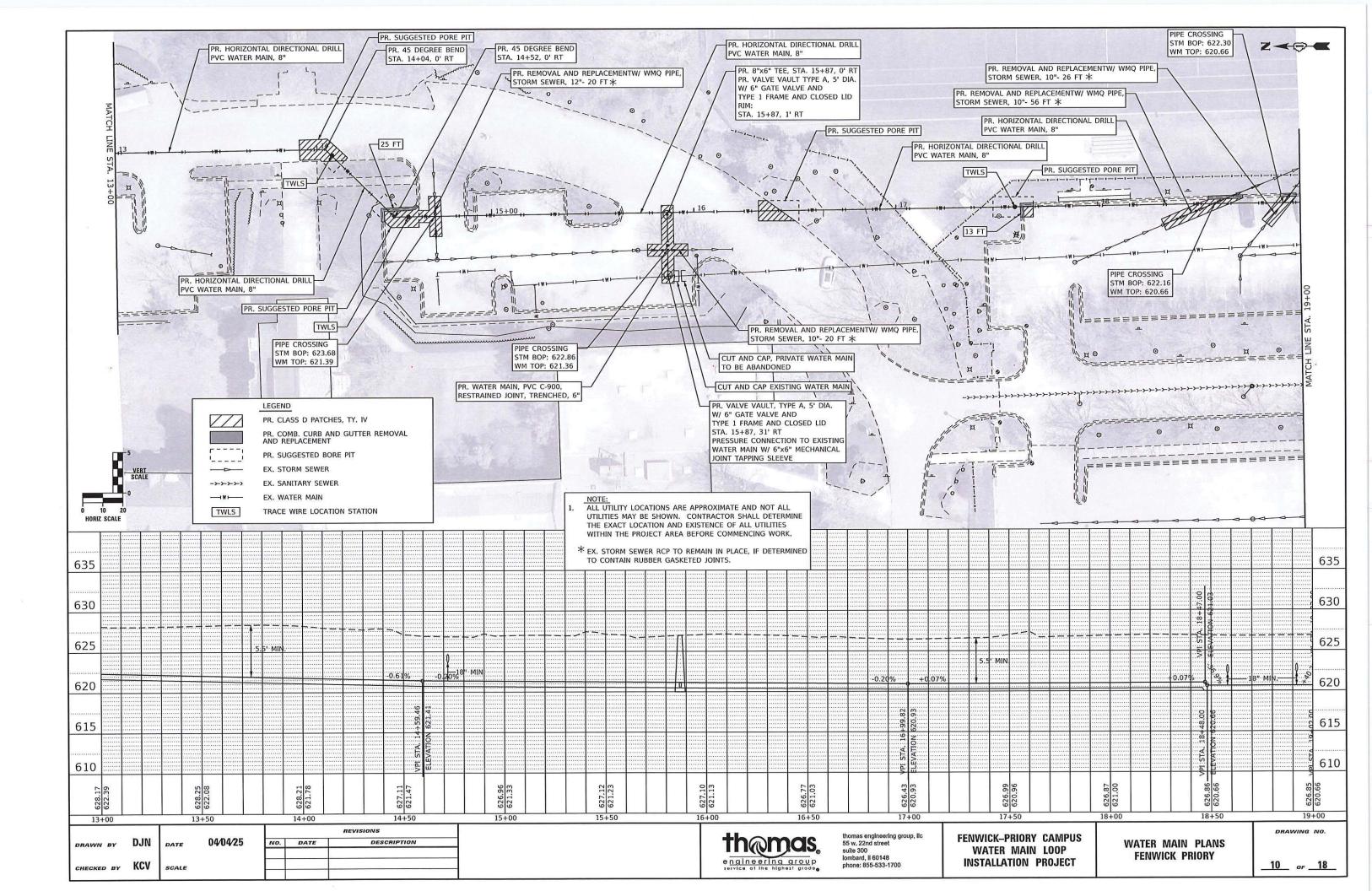


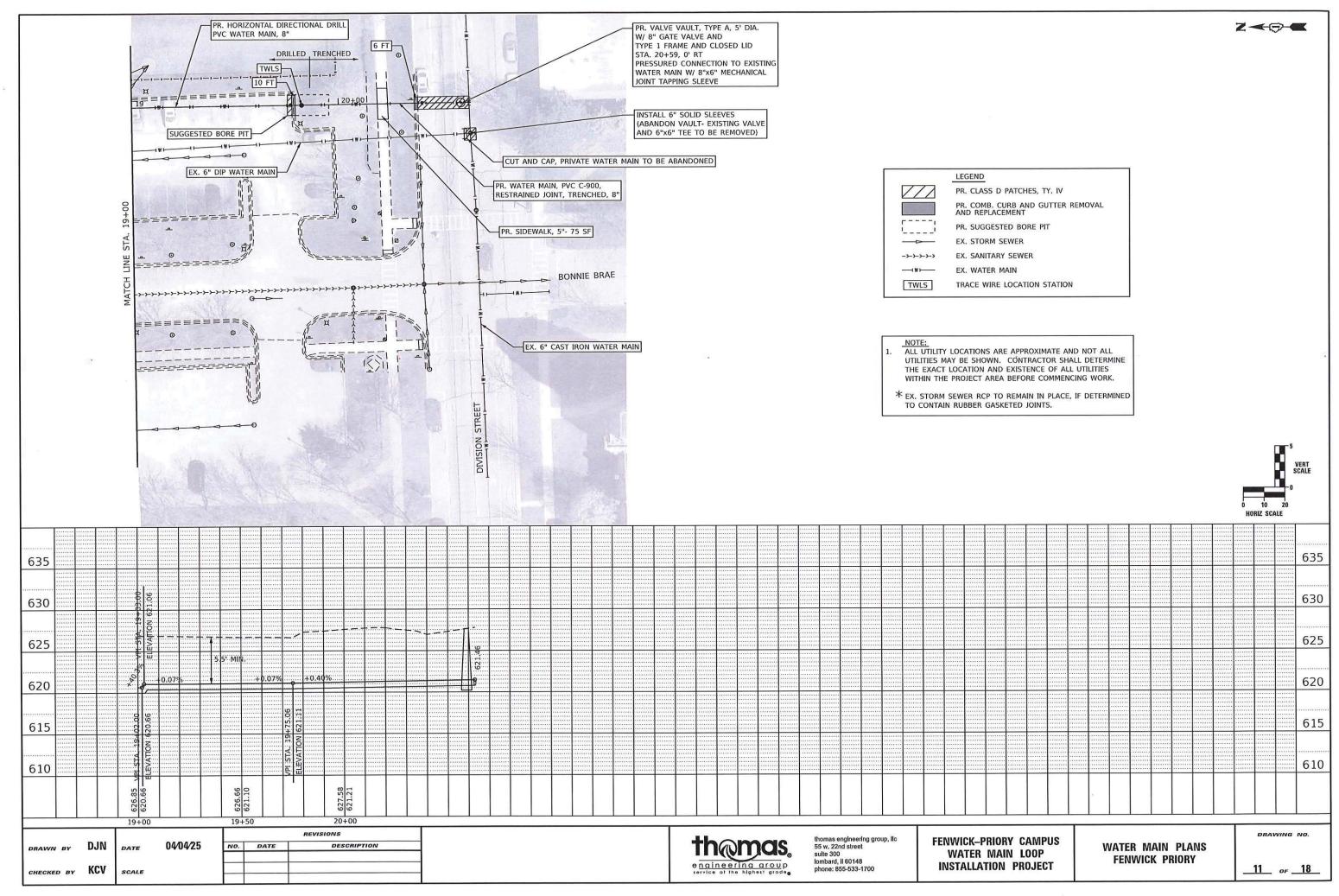


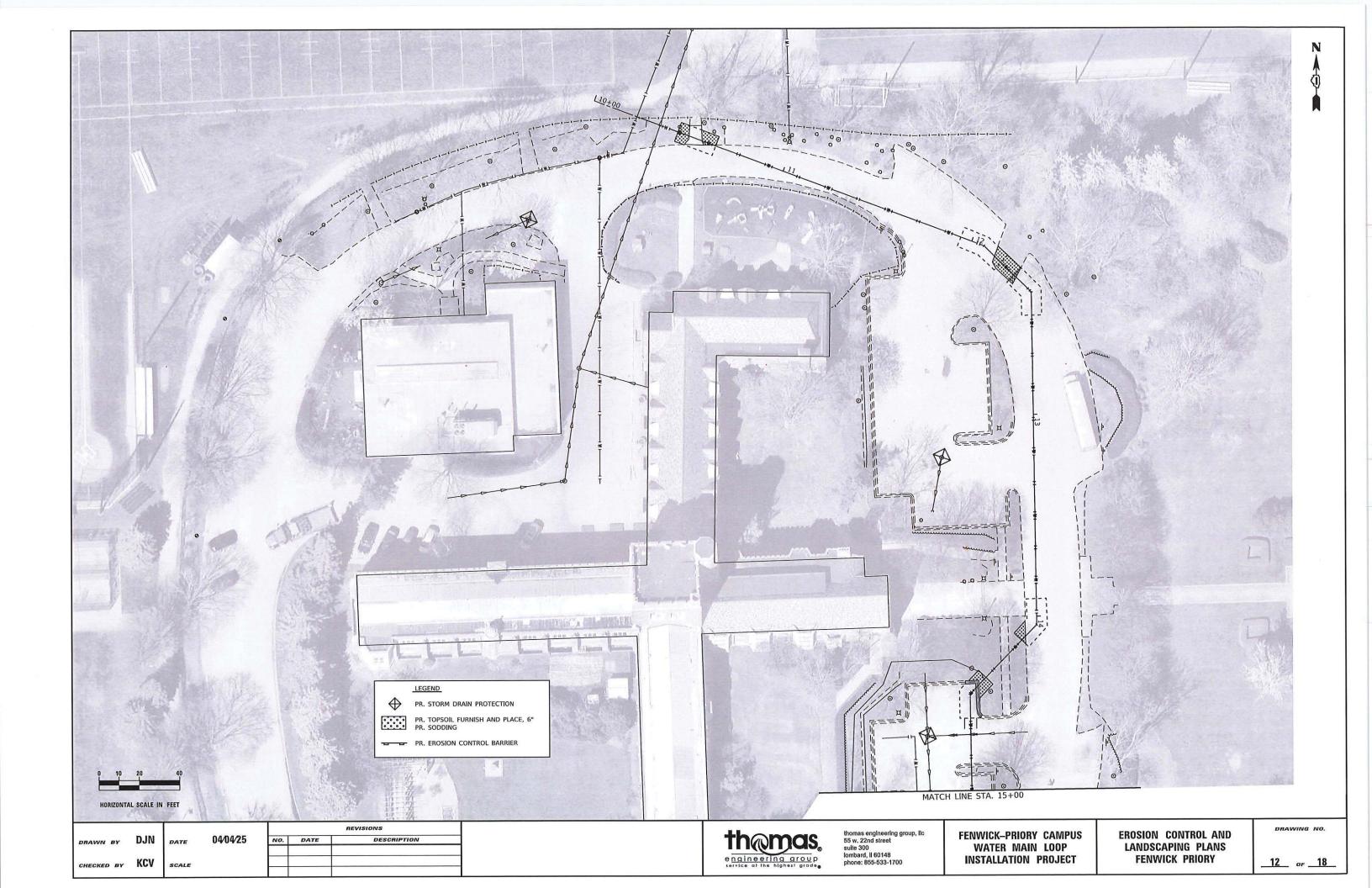
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UTILITIES M THE EXACT	Y LOCATIONS ARE APPROXIMATE AND NOT A MAY BE SHOWN. CONTRACTOR SHALL DETER CLOCATION AND EXISTENCE OF ALL UTILITIE E PROJECT AREA BEFORE COMMENCING WOR	RMINE
- * EX. STORM	SEWER RCP TO REMAIN IN PLACE, IF DETER IN RUBBER GASKETED JOINTS.	RMINED
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	PR. REMOVAL AND REPLACEMENTW/ WM STORM SEWER, 10"- 20 FT *	1Q PIPE,
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PRIORY CAMPUS	EXISTING AND REMOVAL PLANS	DRAWING NO.
MAIN LOOP Tion project	FENWICK PRIORY	

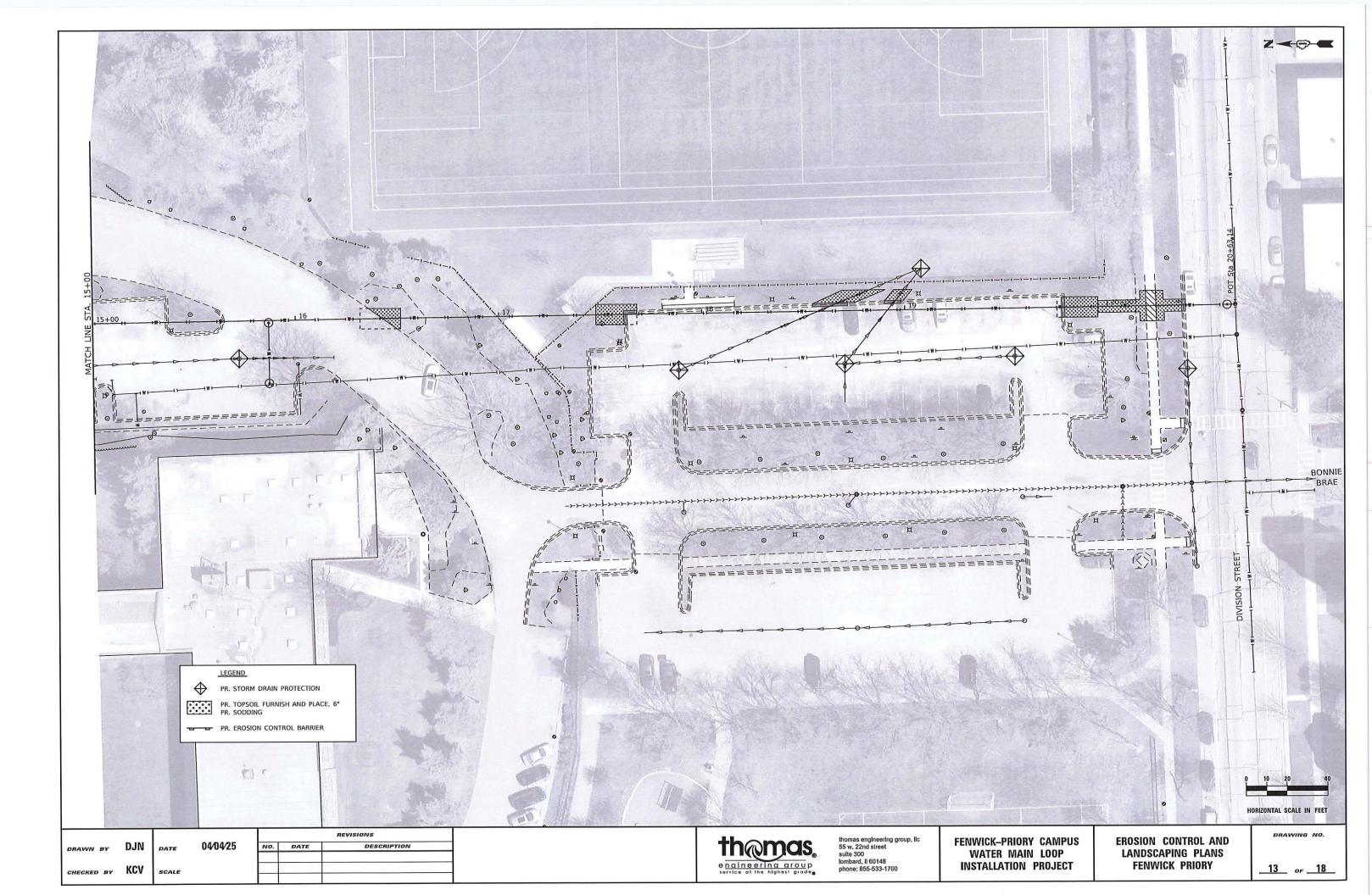


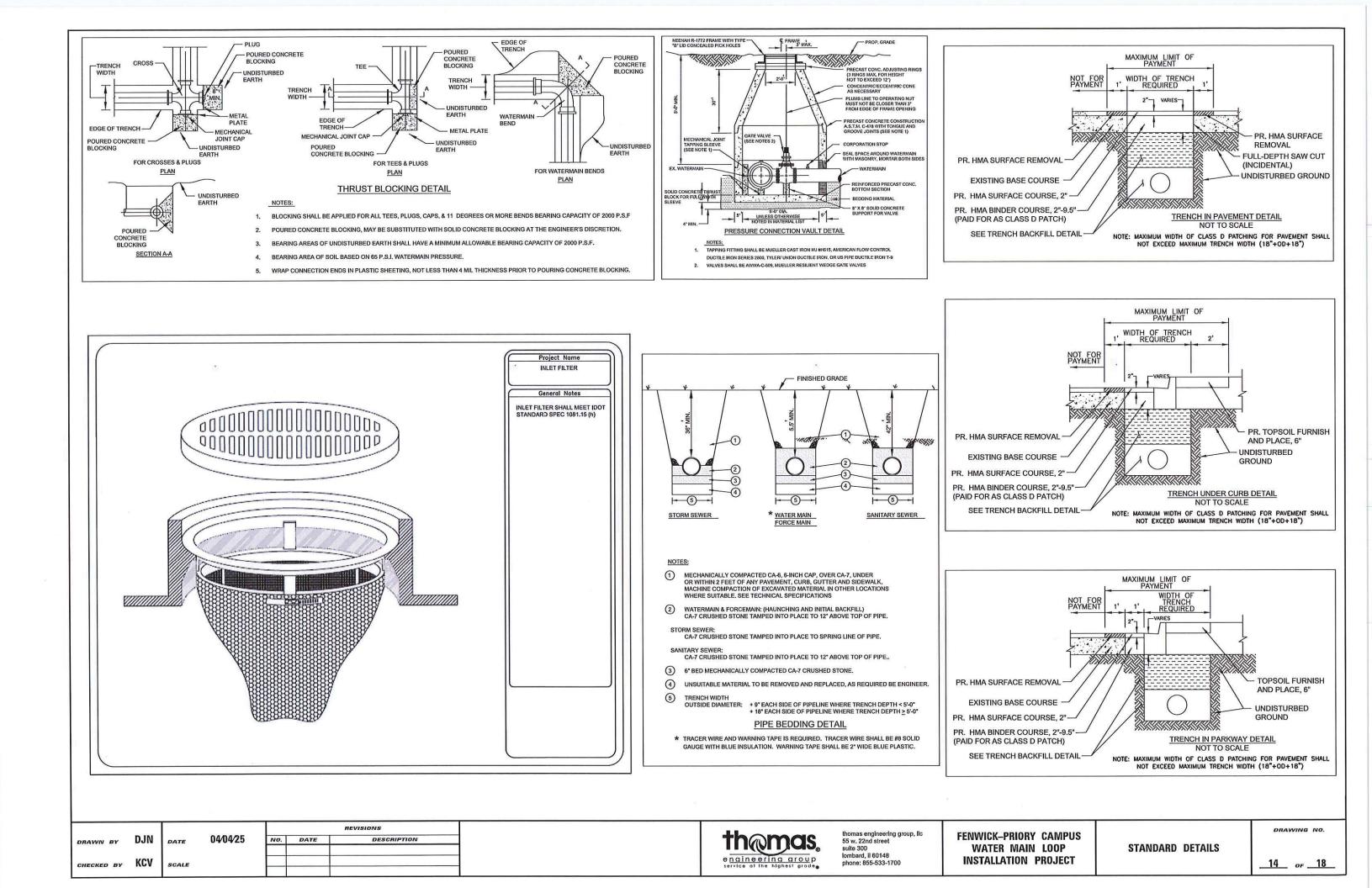














## MEMORANDUM

**DATE:** April 28, 2025

**TO:** Matt Walsh, Village Administrator

**FROM:** Jack Bielak, Director of Public Works & Engineering Brian Skoczek, Public Works Superintendent of Operations

SUBJECT: Authorization to Sell Surplus Property

**Issue/Analysis:** Attached is a proposed Ordinance authorizing the sale of surplus property via public auction. The following is a summary of the items sold:

**1. 2015 Ford F-350 Pickup**. This unit was purchased by the Public Works Department in FY 2015 and it has been used primarily for snow plowing and leaf pushing. Due to the vehicle's age and mechanical condition, this unit was scheduled for and replaced in Fiscal Year 2025. Staff plans to sell this vehicle and set a minimum price of \$10,000. Staff expects the sale price to exceed that amount



**Recommendation:** Staff is recommending approval of the proposed Ordinance attached hereto. The following motion would be appropriate:

Motion to approve the attached Ordinance authorizing the sale of municipal surplus property by public auction.

## **ORDINANCE NO.**

## AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION OF MUNICIPAL PROPERTY OWNED BY THE VILLAGE OF RIVER FOREST

WHEREAS, in the opinion of a majority of the Corporate Authorities of the Village of River Forest, it is no longer necessary or useful to or for the best interests of the Village of River Forest to retain ownership of the municipal property hereinafter described; and

WHEREAS, it has been determined by the President and Board of Trustees of the Village of River Forest on April 28, 2025, to sell said property by public auction on the Internet.

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: Pursuant to Illinois Compiled Statues, Chapter 65, Section 5/11-76-4, the President and Board of Trustees of the Village of River Forest find that the following described property:

<b>ITEM DESCRIPTION</b>	MINIMUM VALUE
2015 Ford F-350 Pickup VIN# 1FTRF3B64FEB36524	\$10,000.00

5.

now owned by the Village of River Forest is no longer necessary or useful to the Village of River Forest and the best interests of the Village will be served by its sale.

<u>Section 2:</u> Pursuant to said Section 5/11-76-4, the Village Administrator or his designee is hereby authorized and directed to sell the aforementioned municipal property, now owned by the Village of River Forest, by public auction on the Internet.

Section 3: The Village Administrator or his designate shall cause to be transferred any titles or other legal documents pursuant to the sale.

<u>Section 4</u> No bid shall be accepted for any of the above described property which is less than the minimum value set forth herein, unless the Village Administrator or his designee so authorizes.

Section 5: This Ordinance shall be in full force and effect from and after its passage, by a vote of a majority of the Corporate Authorities, approval and publication in pamphlet form as provided by law.

Passed on a roll call vote of the Corporate Authorities on the 28<sup>th</sup> of April, 2025.

AYES:

NAYS:

ABSENT:

ATTEST:

Catherine Adduci, Village President

APPROVED by me this 28<sup>th</sup> day April, 2025

Jonathan Keller, Village Clerk

APPROVED and FILED in my office this 29<sup>th</sup> day of April, 2025 and published in pamphlet form in the Village of River Forest, Cook County, Illinois.



April 28th, 2025

STATE OF ILLINOIS} COUNTY OF COOK}

I, Jonathan Keller, certify that I am the duly elected and acting municipal clerk of the Village of River Forest of Cook County, Illinois.

I further certify that on April 28, 2025 the Corporate Authorities of such municipality passed and approved Ordinance No. AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION OF MUNICIPAL PROPERTY OWNED BY THE VILLAGE OF RIVER FOREST which provided by its terms that is should be published in pamphlet form as provided by law.

By:

Jonathan Keller, Village Clerk



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

## MEMORANDUM

Date: April 28, 2025

To: Catherine Adduci, Village President Village Board of Trustees

From: Matt Walsh, Village Administrator

Subj: Planned Development Permit – Constitution Park (River Forest Park District)

**Issue:** The River Forest Park District is seeking a planned development permit to make improvements at Constitution Park. The Development Review Board recommended approval of the application on April 17, 2025.

**Analysis:** Constitution Park is zoned Public, Recreational, Institutional District (PRI). The Park District intends to reconfigure the playground, sand volleyball court/ice rink, and ballfield, as well as add a picnic shelter with 2 single restrooms and a sitting plaza on the Property. The Park District intends to begin construction this summer.

The following occurred in accordance with the River Forest Zoning Ordinance Planned Development process requirements:

TASK	DATE
Introduction to Village Board	April 29, 2024
Pre-filing Conference with DRB	November 7, 2024
Neighbor Meetings Held	August 14 & 19, 2023 & July 31, 2024
Technical Review Meeting	February 12, 2025
Notice of Public Hearing Mailed & Posted	March 19, 2025
Public Hearing	April 3, 2025
DRB Adoption of Findings of Fact	April 17, 2025
Village Board Consideration	April 28, 2025

**Impact on Village Services:** The Village's operational departments have reviewed the application. Staff provided recommendations for the addition of security cameras, rule signage, and an AED at the park. The Development Review Board agreed with these recommendations and included conditions with their recommendation for approval.

**Site Development Allowances Requested:** The applicant is seeking five (5) site development allowances (SDAs) from the Village of River Forest Zoning Ordinance:

- 34.9' SDA for the dugout fencing along Franklin Ave. The setback requirement is 50'.
- 33.0' SDA for the playground equipment along Greenfield Ave. The setback requirement is 50'.
- 34.2' SDA for the garbage can and bike rack along Ashland Ave. The setback requirement is 50'.
- 9.9' SDA for the dugout fencing along District 90 property. The setback requirement is 25'.
- 49 parking space SDA. The total required parking spaces are 49. There is no onsite parking provided.

**Development Review Board Recommendation:** The Development Review Board voted unanimously to recommend approval of the application, granting all five (5) site development allowances, conditioned upon the installation of security cameras, proper signage, and an AED on the exterior of the structure. The recommendation for approval also requests the applicant reconsider the orientation and materials of the sitting plaza.

**Park District Request Regarding Conditions:** The Park District has requested the removal of the recommended conditions that security camera and an AED be installed as part of the project. The Village Board can amend the Ordinance to remove or add conditions as needed. Staff recommends keeping the conditions as part of the Ordinance.

## Requested Action:

If the Village Board of Trustees wishes to approve permit, the following motion would be appropriate:

Motion to approve an Ordinance granting the Planned Development Permit for general improvements at the River Forest Park District, Constitution Park (7715 Greenfield Street)

## Document(s) Attached:

- Ordinance
- Findings of Fact
- Application
- Planning Consultant Memo
- Minutes of the DRB Public Hearing

## NO. \_\_\_\_\_

## AN ORDINANCE GRANTING A PLANNED DEVELOPMENT PERMIT FOR THE RIVER FOREST PARK DISTRICT (7715 GREENFIELD STREET)

WHEREAS, on April 29, 2024, the River Forest Park District ("Petitioner"), submitted an application, as amended during the public hearing process ("Application") requesting that the Village of River Forest ("Village") grant a planned development permit, to allow for the reconfiguration of the playground, sand volleyball court/ice rink, and ballfield, as well as addition of a picnic shelter with 2 single restrooms and a sitting plaza on the Property, with four (4) site development allowances needed for setbacks along Franklin Avenue, Greenfield Avenue, Ashland Avenue, and the shared boundary with School District 90 to the south, as well as one (1) site development allowance for parking spaces (collectively the "Project") at Constitution Park, located at 7715 Greenfield Street, River Forest, Illinois ("Property"); and

WHEREAS, a copy of the final application, as amended by the Petitioner during the public hearing process, is attached hereto as **EXHIBIT A** and made a part hereof ("Application"); and

**WHEREAS,** the Application was filed with the Village, was referred to the Development Review Board of the Village for a public hearing, and was processed in accordance with the Village's Zoning Ordinance, as amended from time to time; and

WHEREAS, the Project was (i) introduced to the Village President and Board of Trustees on April 29, 2024, (ii) presented a pre-filing meeting of the Development Review Board of the Village on November 7, 2024, (iii) presented to the neighbors of the Property on August 14 and 19, 2023 and July 31, 2024, (iv) considered by the Development Review Board of the Village at a public hearing on April 3, 2025, and (v) recommended for approval in written findings of fact and a recommendation by the Development Review Board of the Village on April 17, 2025; and

WHEREAS, public notice in the form required by law was given of the public hearing before the Development Review Board of the Village by mail and by publication not more than thirty (30) days nor less than fifteen (15) days prior to said hearing in the *Wednesday Journal*, a newspaper of general circulation in this Village, there being no newspaper published in this Village; and

**WHEREAS**, the Development Review Board of the Village held the public hearing on the Application on April 3, 2025, on whether to make a recommendation that the Application be granted, during which hearing all persons present were afforded an opportunity to be heard orally and in writing; and

**WHEREAS,** the Development Review Board recommended approval of the Application on April 3, 2025, by a vote of 6-0, and approved written findings of fact and a

recommendation on April 17, 2025, by a vote of 6-0 ("Findings and Recommendation"), a copy of which is attached hereto as **EXHIBIT B** and made a part hereof; and

WHEREAS, the Findings and Recommendation was forwarded to the President and Board of Trustees of the Village, and the President and Board of Trustees of the Village have duly considered said Findings and Recommendation, along with the testimony and exhibits put before the Development Review Board during the public hearing on the Application; and

WHEREAS, the President and Board of Trustees of the Village find that the Development Review Board's Findings and Recommendation correctly and prudently applied the standards in the Zoning Ordinance for the Petitioner's request for a planned development permit for the Property, so long as the conditions and modifications set forth in Section 4 of this Ordinance are met, in order to adequately address the unique demands and impacts the Project will impose on residents in the vicinity of the Property, the Village and other units of government; and

**WHEREAS**, the President and Board of Trustees of the Village find that the best interests of the public would be served by granting the Application, so long as the conditions set forth in Section 4 of this Ordinance are met;

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

**<u>SECTION 1</u>**: Incorporation. That the recitals above shall be and are hereby incorporated in this Section 1 as if restated herein.

**SECTION 2: Compliance.** That the Application is in the public good and in the best interest of the Village and its residents, and the Application is consistent with and fosters the purposes and spirit of the Village's Zoning Ordinance, and the Application is also in accordance with the provisions of the comprehensive land use plan of the Village, so long as the conditions and modifications in Section 4 are met. All actions of the Village with respect to the Application and Project are hereby ratified and confirmed.

**SECTION 3: Standards.** That the Application meets the standards set forth in Section 10-19-3 of the Zoning Ordinance of the Village of River Forest, so long as the conditions and modifications in Section 4 are met.

**SECTION 4:** Application Granted, Conditions and Modifications. That the Application is granted, and a planned development permit for the Property is granted as requested in the Application for the Project, subject to the following conditions and modifications:

1. So long as this Ordinance remains in effect, these conditions are covenants that run with title to the Property and these conditions are

binding on Petitioner and all future owners of any part of the Property.

- 2. The Project shall be developed in substantial conformity with the plans and building materials in the Application, as most recently amended and supplemented by the Petitioner before the vote of the Development Review Board on April 17, 2025, except as modified in this Ordinance.
- 3. The Property shall contain the security cameras and rule signage to be posted, as recommended by the Police Department.
- 4. The Property shall provide an AED installed in a space that is accessible on the exterior of the shelter.
- 5. All landscaping proposed and installed at the Property shall comply with the Village of River Forest Village Code and be approved by the Village.
- 6. The Petitioner shall consider the possibility of reconfiguring the bathroom plaza and/or upgrading the building materials.
- 7. This Ordinance shall be recorded on title to the Property at the Petitioner's expense.

**SECTION 5**: Violations. Those violations of this Ordinance, including the conditions in Section 4, are punishable in accordance with the Village's Zoning Ordinance and Village Code, with penalties including, but not being limited to, a fine of up to Seven Hundred Fifty and No/100 Dollars (\$750.00) per day and / or suspension or revocation of the planned development permit granted herein.

**SECTION 6:** Severability. That if any Section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

**SECTION 7**: **Repeal.** That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be and the same are hereby repealed.

**SECTION 8**: Effectiveness. That this Ordinance shall be in full force and effect upon its passage and approval according to law.

### [THIS SPACE INTENTIONALLY LEFT BLANK]

**ADOPTED** this 28<sup>th</sup> day of April, 2025, pursuant to a roll call vote as follows:

AYES:

NAYS: 

ABSENT:

**APPROVED** by me this 28<sup>th</sup> day of April, 2025.

ATTEST:

Catherine Adduci, Village President

Jonathan Keller, Village Clerk

The undersigned Petitioner acknowledges hereby the reasonableness of the above and foregoing terms and conditions in the Ordinance and hereby accepts the same.

By: \_\_\_\_\_ River Forest Park District

Date: \_\_\_\_\_, 2025

### EXHIBIT A

### APPLICATION

(attached)

### <u>EXHIBIT B</u>

### FINDINGS OF FACT AND RECOMMENDATION OF THE DEVELOPMENT REVIEW BOARD

(attached)

### FINDINGS OF FACT AND RECOMMENDATION OF THE DEVELOPMENT REVIEW BOARD VILLAGE OF RIVER FOREST

### April 17, 2025

RE: Application # 25-0009, Application for improvements – Constitution Park – 7715 Greenfield Street, River Forest, Illinois

PETITIONER: River Forest Park District

APPLICATION: Application to make improvements to Constitution Park including reconfiguring the playground, sand volleyball courts/ice rink, and ballfield; and adding a picnic shelter with 2 single restrooms and a sitting plaza. ("Property")

**SUMMARY OF RECOMMENDATION:** On April 29, 2024, the Petitioner submitted an application to the Village of River Forest for improvements to the for the Property, (the "Application"). The Application requests permission to reconfigure the playground, sand volleyball courts/ice rink, and ballfield, as well as adding a picnic shelter with 2 single restrooms and a sitting plaza on the Property. The Application was received and processed by Village staff in accordance with the Village of River Forest Village Code.

**BACKGROUND:** Petitioner is an Illinois park district. The Property is Petitioner's Constitution Park. Petitioner has operated a park on the Property for many years.

The Property is located within the PRI Public/Recreational/Institutional Zoning District. The Property is surrounded by residential uses on the north, west, and east sides, and Willard Elementary School (District 90) to the south.

**APPLICATION:** The Applicant seeks the following five (5) site development allowances under the Village of River Forest Zoning Ordinance ("Zoning Ordinance"):

	Zoning Ordinance	Proposed	SDA Requested
Franklin Ave (West) - Dugout Fencing	50 feet	15.1 feet	34.9 feet
Greenfield Ave (North) – Playground Equipment	50 feet	17 feet	33 feet
Ashland Ave (East) – Garbage Can & Bike Rack	50 feet	15.8 feet	34.2 feet
Willard Elem (South) – Dugout Fencing	25 feet	15.1 feet	9.9 feet
Off Street Parking	49 spaces	0 spaces	49 spaces

**PUBLIC HEARING:** At the public hearing before the Development Review Board ("DRB") held on April 3, 2025 ("Hearing"), representatives of Petitioner presented the Application. At the duly and properly noticed Hearing, testimony was taken and heard by the DRB on the Application. All persons testifying during the Hearing were sworn prior to giving testimony. All persons wishing to be heard were allowed to engage in cross-examination of the witnesses and provide testimony on their own behalf.

Following a presentation by Petitioner, reports by various Village staff, and public comment from all who wished to speak, if any, the Development Review Board ("DRB") voted, 7 to 0, to

recommend approval of the Application to the Village President and Board of Trustees, with the conditions set forth below (together the "Conditions").

**FINDINGS:** The DRB, based upon the evidence presented at the Hearing, and pursuant to Section 10-19-3 of the Village Code, makes the following Findings regarding the Application:

# A. The proposed use or combination of uses is consistent with the goals and policies of the comprehensive plan.

The Property is located in the PRI Public/Recreational/Institutional Zoning District. Overall, the Project is consistent with the goals and objectives of the Comprehensive Plan. Specifically, the DRB finds that the construction of the Project will meet the Comprehensive Plan's desire that the Petitioner provide high quality recreational opportunities for the community and maintain high quality recreational facilities in the Village. The Project is also appropriate under the Comprehensive Plan because it is anticipated that it will not have a negative impact on the residential neighborhood in which the Property is located. The DRB finds that this standard has been met.

# B. The establishment, maintenance, or operation of the use or combination of uses will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare of the residents of the Village.

Testimony at the Hearing from the Petitioner and Village staff demonstrated that the Project would not result in any condition that would be detrimental to or endanger the public health, safety, comfort, morals, or general welfare of residents in the Village, so long as the Conditions are met. The DRB finds that this standard has been met, so long as the Conditions are met.

# C. The proposed use or combination of uses will not diminish the use or enjoyment of other property in the vicinity for those uses or combination of uses which are permitted by this zoning title.

The testimony showed that the Project will not diminish the use or enjoyment of properties in its vicinity, as the Project is set back from adjacent properties. No evidence was presented to the contrary. For these reasons, the DRB finds that this standard has been met, so long as the Conditions are met.

# D. The establishment of the proposed use or combination of uses will not impede the normal and orderly development and improvement of surrounding properties for uses or combination of uses otherwise permitted in the zoning district.

The proposed improvements in the Application are consistent with other improvements and uses in the PRI Public/Recreational/Institutional Zoning, including other parks operated by the Petitioner. The Project would not impede the adjacent residential uses and would enhance recreational opportunities for Village residents. The surrounding neighborhood has been fully developed for a number of years. Based on this evidence, the DRB finds that this standard has been met, so long as the Conditions are met.

## E. The proposed use or combination of uses will not diminish property values in the vicinity.

Evidence presented by the Petitioner suggested that there would be no diminishment of property values in the vicinity of the Project, and no testimony or evidence to the contrary was presented

to the DRB. For this reason, and for the additional reasons stated above in Standard C., the DRB finds that this standard has been met.

# F. Adequate utilities, road access, drainage, police and fire service and other necessary facilities already exist or will be provided to serve the proposed use or combination of uses.

There are adequate utilities, road access, drainage, police and fire services, and other Village services, to serve the improvements set forth in the Application. No evidence was presented suggesting or establishing that the Project would be hampered by a lack of utilities, road access, drainage, police or fire services. The DRB finds that this standard has been met.

# G. Adequate measures already exist or will be taken to provide ingress and egress to the proposed use or combination of uses in a manner that minimizes traffic congestion in the public streets.

Given the nature of the proposed use, no material traffic impacts are expected due to the Project. The Application does not propose any changes to ingress or egress to and from, or parking on, the Property. The DRB finds that this standard has been met.

# H. The proposed use or combination of uses will be consistent with the character of the Village.

The Project is consistent with the character of the Village, the Petitioner's long term use of the Property and the Village's desire for improvements and investment in community institutions. Based on the evidence presented, the DRB finds that this standard has been met, so long as the Conditions are met.

# 1. Development of the proposed use or combination of uses will not materially affect a known historical or cultural resource.

There are no historic or cultural resources affected by the Project. Based on the evidence presented, the DRB finds that this standard has been met.

### J. The design of the proposed use or combination of uses considers the relationship of the proposed use or combination of uses to the surrounding area and minimizes adverse effects, including visual impacts of the proposed use or combination of uses on adjacent property.

The Project is a use that is compatible with the existing recreational uses of the Property. The use will allow for enhanced recreational activities, including volleyball and baseball. The design of the Project is complimentary to the other uses on the Property and to the surrounding area as a whole, so long as the Conditions are met. There was no evidence or testimony presented suggesting that adverse effects would result if the Project was built and put into use. Based on the evidence presented, the DRB finds that this standard has been met, so long as the Conditions are met.

# K. The design of the proposed use or combination of uses promotes a safe and comfortable pedestrian environment and individuals with disabilities.

The pedestrian environment would be enhanced by the addition of the Project. No testimony was presented at the Hearing demonstrating that there was any risk to pedestrians based upon the

improvements requested for approval in the Application. Based on the evidence presented, the DRB finds that this standard has been met, so long as the Conditions are met.

L. The applicant has the financial and technical capacity to complete the proposed use or combination of uses and has made adequate provisions to guarantee the development of any buffers, landscaping, public open space, and other improvements associated with the proposed use or combination of uses.

Evidence presented in the Application demonstrates Petitioner's financial and technical ability to complete the Project. There are no apparent adverse impacts on buffers, landscaping, public open space, and other improvements associated with the Application. Based on the evidence presented, the DRB finds that this standard has been met.

M. The proposed use or combination of uses is economically viable and does not pose a current or potential burden upon the services, tax base, or other economic factors that affect the financial operations of the Village, except to the extent that such burden is balanced by the benefit derived by the Village from the proposed use.

Petitionerhas produced evidence that the construction and operation of the Project are economically viable. The DRB finds that there is no evidence the proposed use would increase the burden on Village services, the Village's tax base, or other economic factors that affect the financial operations of the Village. Based on the evidence presented, the DRB finds that this standard has been met.

N. The application meets the additional standards for multi-family housing in Section 10-19-3(O) of the Zoning Ordinance, except to the extent site development allowances have been granted.

Based on the evidence presented, the DRB finds this standard to be inapplicable to the Application.

**CONDITIONS:** The DRB's recommendation that the Application be approved is subject to the following Conditions:

- 1. The Project shall be built in substantial conformity with the Application and approved plans.
- 2. The Property shall contain the security cameras and rule signage to be posted, as recommended by the Police Department.
- 3. The Property shall provide an AED installed in a space that is accessible on the exterior of the shelter.
- 4. The Project shall comply with the landscaping requirements of the Zoning Ordinance.
- 5. The Applicant shall consider the possibility of reconfiguring the bathroom plaza and/or upgrading the building materials

**SUMMARY OF RECOMMENDATION:** Based upon the foregoing Findings, the DRB, by a vote of 7 to 0, recommends to the President and Board of Trustees that the Board approve the Application, including the SDAs, so long as the Conditions are met.

David Crosby Signed: \_\_\_\_\_

David Crosby, Chairman Development Review Board Village of River Forest

Dated: \_\_\_\_\_ April 22, 2025



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

### **MEMORANDUM**

Date: April 3, 2025

To: Development Review Board

From: Matt Walsh, Village Administrator

Subj: River Forest Park District – 7715 Greenfield Street Constitution Park – General Improvements

Village staff have conducted a review of the River Forest's planned development application for the proposed improvements located at Constitution Park. The proposed improvements include the relocation of the playground area and baseball/softball field, as well as the addition of a shelter with restrooms. The proposed plan development will not significantly alter the character of the park.

### 1. Site Conditions, Surrounding Land-Use and Zoning

The subject property is zoned PRI (Public/Recreational/Institutional) and currently has a playground, walking paths, sand volleyball court and grass field typically used for soccer programming. The improvements to the subject property will include movement of the volleyball court/ice rink to allow additional space for the replacement of the playground equipment, the addition of a shelter, and elimination of the soccer field to allow the inclusion of the baseball field. The subject property is on a corner lot and has street frontage on three sides. The fourth, southern side is adjacent to Willard Elementary School.

The subject property is surrounded by the following uses and zoning:

North: Across Greenfield, single-family detached homes zoned R2 (Single-Family Residential) South: Willard Elementary School, zoned PRI West: Across Franklin Avenue, single-family detached homes zoned R2 East: Across Ashland Avenue, single-family detached homes zoned R2

### 2. Relationship with the Comprehensive Plan

The River Forest Park District's proposed planned development to Constitution Park is consistent with the goals, objectives, and land use designation of the 2019 River Forest Comprehensive Plan.

The Comprehensive Plan land use designation for the subject property is "Parks/Open Space" and emphasizes open spaces and recreation, quality institutions and facilities, community character, and stable residential neighborhoods, among other contributing community components. The proposed planned development for improvements to Constitution Park support several objectives of the comprehensive plan, including but not limited to the following:

- Promote continued cooperation between the Village, the Park and School Districts, Township, Community Center, the Universities, and the Forest Preserve in the provision of recreational programs and facilities.
- Provide for public/quasi-public uses to continue the high quality of facilities and services within the community.
- Community facilities and institutions are a defining part of River Forest's overall community character and an important component of the Land Use Plan. The Land Use Plan anticipates that these uses will remain largely as they currently exist in the Village.
- Given the high value of these amenities as contributing factors to the Village's overall quality of life, as well as the limited opportunity to expand parks and open space in the future, significant efforts should focus on maintaining and enhancing parks, recreational opportunities, open spaces, and environmental features
- Strengthening our community character, identity, and unique sense of place.

Staff has determined that the Park District's planned development is consistent with the Comprehensive Plan.

### 3. Zoning Analysis

The proposed planned development requires five (5) Site Development Allowances (SDAs). All other zoning standards, including lot areas, building height, impervious surface, lot coverage, FAR are conforming. The impervious surface is increasing from 1,444 SF to 6,631 SF, due in large part to the seating area for the ballfield and the walkways allowing for increased accessibility around the playground.

### Setbacks

The PRI district requires 50 feet setbacks for yards fronting streets. This applies to the west, north and east sides of the park. A 25 feet setback is required in the side or rear yard. This applies on the south end of the park, towards the school.

- 1) 34.9' SDA for dugout fencing at baseball/softball field along Franklin Avenue. The structure in question is the dugout fencing on the west side of the playing field. A 50' setback is required.
- 33' SDA for playground equipment and seating along Greenfield Avenue. The structure in question is a bench adjacent to the playground located 17' from the north property line. A 50' setback is required.

- 3) 34.2' SDA for garbage can and bike rack along Ashland Avenue. These items are located 15.8 feet from Ashland, where 50' setback is required.
- 4) 9.9' SDA for dugout fencing at baseball/softball field along Willard Elementary school. The structure in question is the dugout fencing on the south side of the playing field. The fencing is located 15.1' feet from the property line. A 25' setback is required.

### **Off Street Parking**

5) In a PRI district, public parks must provide five parking spaces for each acre beyond the first two acres, plus one space for every five persons of the design capacity of any structure or facility within the park. The planned development covers 2.8 acres.

The proposed project and rearrangement of use do not increase the projected capacity of the park. As stated in the application, the design capacity of the facilities of the park is expected to remain 224 persons, requiring 45 spaces, in addition to the 4 spaces required for the third acre as outlined above. The total required parking spaces are 49 spaces. At this time, there is no onsite parking provided. This requires an allowance of 49 spaces. The current park configuration also provides zero (0) onsite parking.

### 4. New & Relocated Uses

The proposed planned development reorganizes uses and adds a baseball field and restroom shelter to the property.

### Baseball/Softball field

Currently there is a baseball softball field located on the adjacent elementary school property. The planned development proposes to move the field onto the park property and face northeast. The field will have a chain-link backstop and fencing for dugouts. The field is designed with 60-foot basepaths and will have a dirt infield.

### Playground

The current playground is located near the northwest corner of the park. The planned development proposes relocating the playground near the northeast corner of the park, north of the existing sand volleyball courts. The proposed playground will serve ages 2-12 children and will be designed as universally accessible.

### Sand/volleyball court

The existing sand volleyball court will be rebuilt in approximately the same location and will use an existing light pole.

Restroom Shelter and sitting plaza

The planned development proposes the construction of a canopy shelter. The shelter will include two restrooms and no other indoor programming space. The shelter includes a canopy that extends 24' x 22' and will include picnic tables.

### 5. Landscaping

The applicant meets the Village's tree replacement requirements for those trees to be removed and replaced on Park District property, subject to the condition and needs of that plant. This includes the memorial trees currently at this property.

### 6. Conclusion

Overall, the proposed project are appropriate, well designed and will improve the facilities, recreational offerings, and accessibility at Constitution Park. The proposed improvements are generally consistent with the Comprehensive Plan and will not significantly change the use, character, or overall intensity of the park activity.

### VILLAGE OF RIVER FOREST DEVELOPMENT REVIEW BOARD MEETING MINUTES April 3, 2025

A meeting of the Village of River Forest Development Review Board was held at 7:30 p.m. on Thursday, April 3, 2025, in the Community Room of the River Forest Village Hall, 400 Park Avenue, River Forest, Illinois.

### I. Call to order

Chairman Crosby called the meeting to order at 7:30 p.m. Upon roll call, the following persons were:

Present: Chairman Crosby, Members Fishman, Martin, McCole, Shoemaker, Yanaki, and Davis Absent: None

Also Present: Village Administrator Matt Walsh, Assistant Administrator Jessica Spencer, and Deputy Clerk Luke Masella

### II. Minutes of the November 7, 2024, Development Review Board Meeting

A MOTION was made by Member Fishman and SECONDED by Member Shoemaker to approve the minutes of the November 7, 2024, DRB Meeting.

By a voice vote, the motion passed. Member Davis abstained since she didn't attend the meeting.

# III. Application #25-009: Application to make improvements to Constitution Park including reconfiguring the playground, sand volleyball court/ice rink, and ballfield; and adding a picnic shelter with 2 single restrooms, and a sitting plaza.

Chairman Crosby opened the public hearing. Assistant Administrator Spencer swore in those who wished to testify.

Mike Sletten, Park District Executive Director and Dennis Healy, Park District Treasurer, presented the application.

Member Fishman asked why the playground equipment was proposed to be moved if it required the removal of trees.

Member McCole asked about the nature of the accessibility of the playground. Director Sletten said that the standard set by the Park Board was 70% and this equipment is over 90% accessible.

Member McCole asked about the completion date of December 31, 2025. Director Sletten said that substantial completion would be during the warmer months and there might be some final pieces that need to be done later.

Member Davis asked about the shade that is anticipated on the playground equipment. Director Sletten responded that there will be shade structures installed.

Member Davis asked if there could be a sandpit included in this design, and if the climbing structure might be reconsidered as its something that currently exists at Willard Elementary School. Director Sletten said that the equipment has been discussed by the public already and selected.

Member Davis asked if there would be swings for older children at the park. Director Sletten said that there was another apparatus proposed, such as a tube swing.

Member Davis asked what was going to happen to the existing equipment. Director Sletten said it will be donated to another park district.

Member Yanaki asked about the alignment of the baseball and soccer fields in the new layout. Director Sletten described the layouts.

Member Yanaki asked about the alternative play space for baseball and soccer players. Director Sletten said that baseball teams have made other arrangements for the season and the soccer field has not been scheduled for this season.

Member Yanaki asked about storage space in the shelter. Director Sletten responded that it will be storage for the Park District's operations, not for the storage of sports equipment.

Member McCole asked about the dates of accessibility of the bathrooms. Director Sletten responded the bathrooms would be open during regular hours of operation: April 1 – October 1, 7am through sunset.

Member Martin asked about the schedule lights on the volleyball court. Director Sletten responded that the schedule is primary for the ice rink, so they typically turn on at 4pm and turn off at 9pm in the cold months. If the volleyball court was using it, the lights would be used only for specific games that run past sunset; a site supervisor would activate them.

Member Martin asked where the light poles would be located. Director Sletten indicated their location on the maps provided in the packet.

Member Martin asked whether the shelter was intended to allow parents to supervise children on the playground, noting that this would be difficult because of the limited line of sight. Director Sletten noted that there will be benches around the playground.

Member McCole noted that it might make more sense for the bathrooms to be on the south end of the structure, so the parents could sit in the shelter and observe the playing children. Director Sletten responded that the idea was to place the bathrooms on the north end of the shelter to allow visibility of the restroom doors from the playground.

Member Martin asked about the funding of this project. Director Sletten said that the Park District had budgeted for the project and that money was on hand.

Member Shoemaker asked about the lights around the baseball field. Director Sletten confirmed that there are no lights proposed to go around the baseball field at this time.

Chairman Crosby said that the signage on the northwest corner of the park and that this material is not the same as proposed for the shelter. Director Sletten confirmed that it will be a different material.

Chairman Crosby asked if the canopies on the playground will be permanent. Director Sletten said they would be removed for the winter months.

Chairman Crosby asked if there would be a temporary fence structure for the baseball field outfield. Director Sletten said that wasn't his plan, however if the baseball teams did it would be their decision.

Member McCole suggested that the bathroom doors should be located on the south side. Director Sletten said that most parents and children would be on the playground, not under the shelter. He pointed out the locations for the benches on the drawings.

Chairman Crosby opened the hearing to allow for public comment.

Member Davis believes that District 90 plans to construct fencing on the south border of the Park property; Director Sletten confirmed that he was aware of those plans.

Member Yanaki asked if District 90 was responsible for any costs. Director Sletten said no.

Chairman Crosby shared that he is concerned about the appearance and materials of the shelter. He hoped that it would match the stone in other objects like the monument sign. He noted that he also liked the idea of flipping the bathroom location.

Chairman Crosby invited Administrator Walsh to discuss the Village's review.

Administrator Walsh discussed the memos that were provided in the packet. He mentioned that the Police Department had expressed a concern regarding cameras on the site, and the security of the bathrooms for visitors. Public Works, he stated, had no concerns regarding the drainage or utilities on the site at this time, as those points are usually addressed during the plan reviews. The Fire Department requested an Automated External Defibrillator (AED) in the event of emergencies. Administrator Walsh reviewed the land use of the site, including the 5 site development allowances that are being requested.

Chairman Crosby asked about the security camera as noted by the Police Department. Director Sletten confirmed that they are shopping for camera systems in consultation with the Police Department.

Chairman Crosby asked about the AED. Director Sletten said they typically don't put them in the parks, but they are looking into it.

Member Shoemaker asked if there were any cameras at Keystone Park. Director Sletten responded yes.

Member Fishman asked about the location of the AED now. Director Sletten confirmed that it is not accessible to the public unless there is staff on site at that time.

Member Martin asked when staff would be at this site. Director Sletten said only when there is programming taking place, which varies.

Member McCole noted that there is a clear line of sight for the bathrooms should they be moved to the south end of the structure. She asked if there would be consideration to move them. Director Sletten said that the plans are set at this time.

Member Davis asked if feedback was provided from residents who live immediately adjacent to the property. Director Sletten said there were 4 public meetings conducted on this topic.

Hearing no additional questions, Chairman Crosby closed the public hearing.

Chairman Crosby asked for feedback from the Members.

Member McCole said that overall, she liked the design of the proposal. She asked how many people play volleyball. Member Davis said she believed there might be organized teams or a league in the summer. Director Sletten responded that there are 2 seasons of volleyball league that operate, in the spring and summer.

Member McCole asked the purpose of the fence around the ice rink. Director Sletten said it was to keep visitors off the liner while the ice is hardening. Discussion ensued regarding the frequency of users on the sand volleyball courts.

Member Martin stated that he would make the motion to allow all the 5 site development allowances that have been explained by Administrator Walsh and should also recognize the recommendations by the Village bodies, specifically conditioned on the installation of security cameras and rule signage. Member Martin also proposed including the condition of the installation of the AED, installed on the exterior of the structure. He also suggested to include the Park reconsider the orientation of the structure and the materials of the structure.

Member Davis asked about the cost for the AED and do other parks have it accessible. Director Sletten said he believed this device might be cost prohibitive. Discussion ensued regarding the AED costs and security of this type of device.

Member Martin asked about landscaping plans; Assistant Administrator Spencer noted that it is a condition of the building permit process already.

Chairman Crosby asked about the location of the bathrooms.

Member McCole said she liked the point made by the Chairman about the building materials. Chairman Crosby proposed the Park reconsider the position of the structure for consideration of the Board. Administrator Walsh noted that input had already been considered by the public by the Park District Board and cautioned the DRB from suggesting substantive changes to the design.

Attorney Skrodzki affirmed Administrator Walsh, noting the authority of this Board in relation to the applicants.

Chairman Crosby asked the applicant to reconsider the use of materials for the structure.

Member Martin asked Attorney Skrodzki to clarify if this Board is able to question the architectural design. Attorney Skrodzki said that aesthetic aspects are different than architectural features and in terms of 'design', there is deference to the other taxing body. Discussion ensued regarding the Village's authority over developers verses other taxing bodies.

Member Martin made a motion, seconded by Member Davis, to recommend that the Village Board approve the application, granting all five (5) site development allowances, conditioned upon the installation of security cameras, proper signage, and an AED on the exterior of the structure. The motion also requests that the applicant reconsider the orientation and materials of the structure.

Member Yanaki asked if there should be a recommendation to reconsider instead of a condition for the AED. Attorney Skrodzki confirmed the terms of the motion.

Member Fishman asked if the Fire Department was aware of the access to the AED as presented this evening. Chairman Crosby read the recommendation by the Fire Department noted in the memo. Member Fishman responded that she was concerned about the location and access to the public as currently described.

Member Martin confirmed his motion is to make the AED accessible to the public. Discussion ensued regarding the access and intended use of an AED. Member Martin reminded the group that this is a recommendation to the Village Board.

Ayes: Chairman Crosby, Members Fishman, Martin, McCole, Shoemaker, Yanaki, and Davis Nays: None Motion Passed.

### IV. Public Comment

There was none.

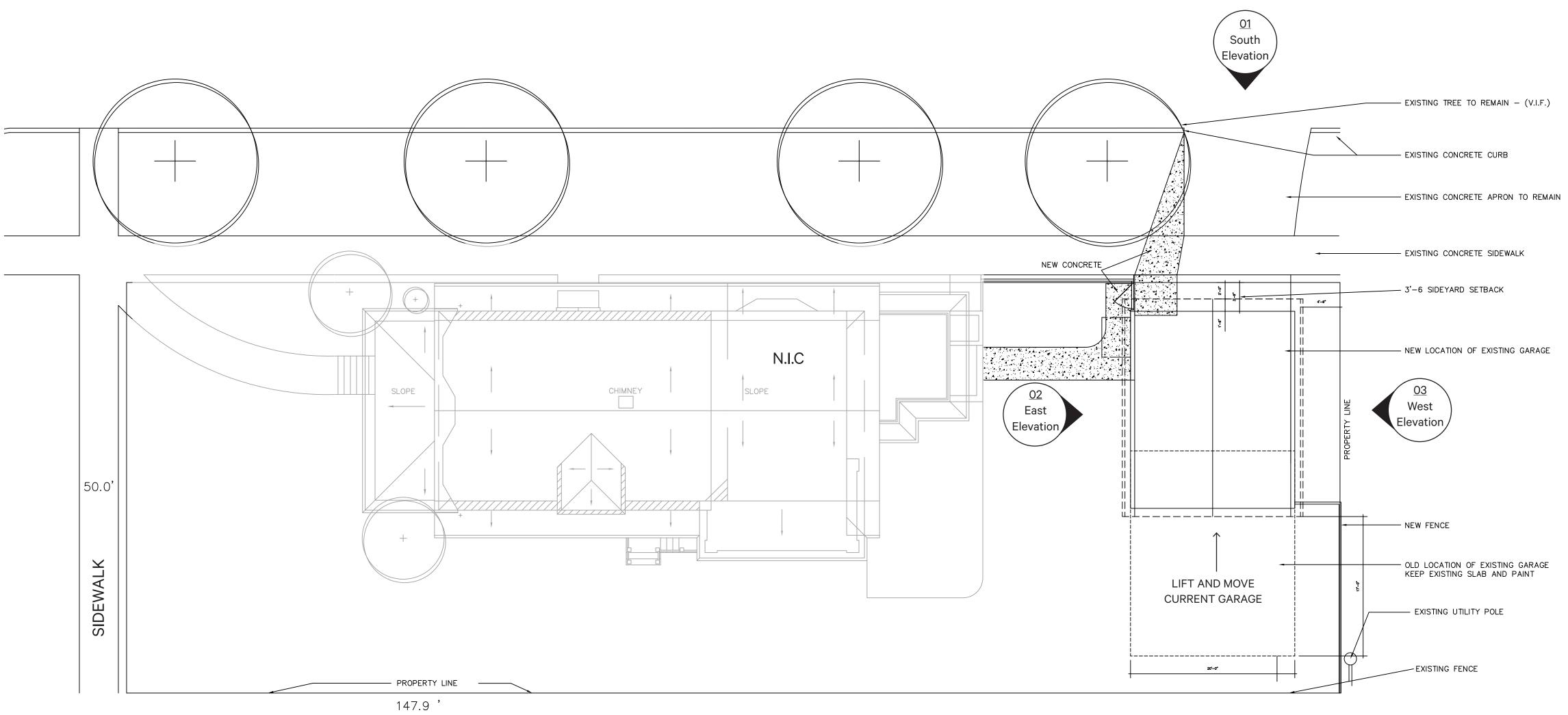
### V. Adjournment

A MOTION was made by Member Davis and SECONDED by Member McCole to adjourn the April 3, 2025, meeting of the Development Review Board at 8:43 p.m.

By a voice vote, motion passed.

**Respectfully Submitted:** 

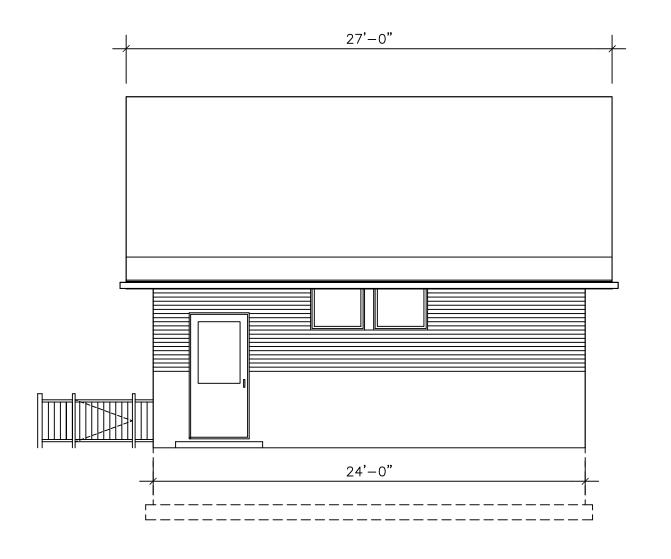
Jessica Spencer, Secretary

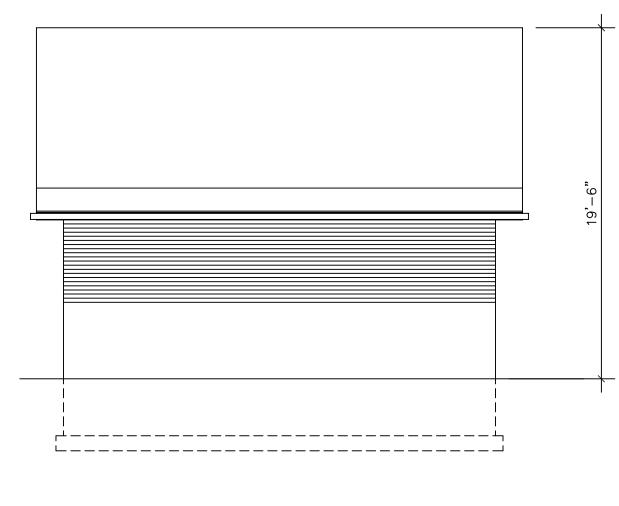


Move Existing Ga	rage North
01 11/29/24	Architectural Drawings for Variance Permission
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01 South Elevation, 3/16" = 1'-0"





02 East Elevation, 3/16" = 1'-0"

03 West Elevation, 3/16" = 1'-0"

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

### MEMORANDUM

Date: April 28, 2025

To: Catherine Adduci, Village President Village Board of Trustees

From: Matt Walsh, Village Administrator

Subj: Request for Zoning Variations – 633 William Street

**Issue:** Tyler and Tina Lamkey, owner of the property at 633 William Street, have submitted the attached application for a variation to the secondary front yard setback requirement. Section 10-9-7 of the Zoning Code requires that, for a corner lot on the secondary street, the front yard shall be a minimum of thirteen (13) feet. The applicant proposes to relocate the garage into the secondary front yard, with a setback of two (2) feet to the fascia board of the eave.

**Analysis:** On March 13, 2025, the Zoning Board of Appeals held a public hearing and considered the application. The Zoning Board of Appeals voted 6-0 in favor of the secondary front yard setback requirement variation. On April 10, 2025, the Zoning Board of Appeals approved the findings of fact and recommendation, with a vote of 6-0.

### Village Variation History:

Below, please find a summary of staff's review of available records regarding similar zoning variation requests that have been acted upon by the Village Board since 2008. Please note that each application and recommendation is considered based on its own facts and that approval of a particular zoning variation does not set a precedent for other variations.

Address	Hearing Date	Description of Variation Request	ZBA Rec.	VBOT Action	Ord. #
7616 Vine	5/11/23	Side Yard Setback of 2.24 Feet	Approved	Approved	3898
7960 Chicago	5/11/23	Rear Yard Setback of 6 Inches	Approved	Approved	3899
559 Ashland	5/11/23	Side Yard Setback of 1 Foot	Denied	Approved	3900
7820 Augusta	9/10/20	Rear Yard Setback of 21 Feet	Denied	Denied	N/A
7628 Washington	6/13/19	Side Yard Setback of 11 Feet	Approved	Approved	3770

### Requested Action:

If the Village Board of Trustees wishes to approve the requested variation, the following motion would be appropriate:

• Motion to approve an Ordinance granting the requested variation to Section 10-9-7 of the Zoning Code at 633 William Street.

### Document(s) Attached:

- Ordinance
- Findings of Fact
- Minutes of the Zoning Board of Appeals Public Hearing
- Application

### ORDINANCE NO.

### AN ORDINANCE APPROVING A SECONDARY SIDE YARD SETBACK VARIATION TO FOR AN ACCESSORY STRUCTURE AT 633 WILLIAM STREET

**WHEREAS**, petitioners Tyler and Tina Lamkey ("Petitioners"), owners of the property located at 633 William Street in the Village of River Forest ("Property"), requested a variation from the Village of River Forest's setback requirements allowance in Section 10-9-7 of the Village of River Forest Zoning Ordinance ("Zoning Ordinance"), to allow the movement of the garage into the Secondary Side Yard Setback where the minimum required setback is 13' ("Variation"). The Property is located in the R-2 Single-Family (Detached) Residential Zoning District ("R-2 Zoning District"); and

WHEREAS, the Property is legally described in <u>Exhibit A</u> attached hereto and made a part hereof; and

WHEREAS, the Application was referred to the Village of River Forest Zoning Board of Appeals ("ZBA") and was processed in accordance with the Zoning Ordinance; and

WHEREAS, on March 13, 2025, the ZBA held a public hearing on the Application pursuant to notice thereof given in the manner required by law, and, after considering all of the testimony and evidence presented at the public hearing, the ZBA recommended approval of the Variations, by a vote of six (6) to zero (0), all as set forth in the Findings and Recommendation of the ZBA in this matter ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

**WHEREAS**, the President and Board of Trustees of the Village of River Forest have duly considered the Findings and Recommendation of the ZBA, and all of the materials, facts and circumstances affecting the Application, and find that the Application satisfies the standards set forth in the Zoning Ordinance relating to the Variations;

**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 are incorporated into Section 1 as though set forth herein.

**SECTION 2:** That the President and Board of Trustees of the Village, acting pursuant to the authority vested in them by the laws of the State of Illinois and the Zoning Ordinance: (i) find that the Application meets the standards for the Variation requested therein, and (ii) approve the Variation with respect to the secondary front yard setback proposed on the Property as set forth in the Application. The Variation is approved only to the extent needed for the movement of the garage, and the Variation

shall remain in effect only for so long as the garage in the Application remains on the Property.

**SECTION 3:** That Village staff is directed to record the Ordinance on title to the Property with the Cook County Recorder of Deeds.

**SECTION 4**: That any violation of any term or condition stated in this Ordinance or of any applicable code, ordinance, or regulation of the Village shall be grounds for the rescission of the approvals made in this Ordinance, in addition to all other remedies available to the Village.

**SECTION 5**: That if any Section paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

**SECTION 6**: That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be and the same are hereby repealed.

**SECTION 7**: That this Ordinance shall be in full force and effect after its approval and publication in pamphlet form as provided by law.

### [THIS SPACE INTENTIONALLY LEFT BLANK]

ADOPTED this 28<sup>th</sup> day of April 2025, pursuant to a roll call vote of the Board of Trustees of the Village of River Forest, per Section 10-5-4(E)(3) of the Zoning Ordinance.

AYES:

NAYS:

ABSENT:

**APPROVED** by me this 28<sup>th</sup> day of April 2025.

ATTEST:

Catherine Adduci, Village President

Jon Keller, Village Clerk

The Petitioners acknowledge the reasonableness of the above and foregoing terms and conditions in the Ordinance and hereby accept the same.

By: \_\_\_

Titleholder of Record of the Property

By: \_\_\_\_\_\_ Titleholder of Record of the Property

Date:

Date:

### <u>EXHIBIT A</u>

### LEGAL DESCRIPTION

LOT 36 IN THE SUBDIVISION OF BLOCK 12 OF QUICK'S SUBDIVISION OF THAT PART LYING NORTH OF LAKE STREET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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### EXHIBIT B

### FINDINGS OF FACT AND RECOMMENDATION

(attached)

### VILLAGE OF RIVER FOREST ZONING BOARD OF APPEALS FINDINGS OF FACT AND RECOMMENDATION REGARDING VARIATION RELATED TO SECONDARY FRONT YARD SETBACK AT 633 WILLIAM STREET

WHEREAS, petitioners Tyler Lamkey and Tina Lamkey (the "Petitioners"), owners of the property located at 633 William Street in the Village of River Forest ("Property"), requested a certain variation from the Village of River Forest's secondary front yard setback requirements pursuant to Section 10-9-7 of the Village of River Forest Zoning Ordinance ("Zoning Ordinance") related to the relocation of a garage (the "Variation"). The Property is located in the R-2 Single-Family (Detached) Residential Zoning District; and

**WHEREAS** the Village of River Forest Zoning Board of Appeals ("Board") held a public hearing on the question of whether the requested Variation should be granted on March 13, 2025, and was held as required by Section 10-5-4(E) of the Zoning Ordinance. At the public hearing, all persons present and wishing to speak were given an opportunity to be heard and all evidence that was tendered was received and considered by the Board; and

WHEREAS, public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing in the *Wednesday Journal*, a newspaper of general circulation in the Village, there being no newspaper published in the Village. In addition, notice was mailed to surrounding property owners; and

**WHEREAS**, at the public hearing on March 13, 2025, the Petitioners provided information and testimony regarding the requested Variation, testifying, among other things, that the proposed addition would be a relocation of the existing detached garage structure onto what is currently a paved driveway on the lot; and

**WHEREAS**, the Board, having considered the criteria set forth in Section 10-5-4 of the Zoning Ordinance, by a vote of 6 - 0, recommends to the Village President and Board of Trustees that the requested Variation for the Property be APPROVED.

**NOW, THEREFORE,** the Board makes the following findings of fact and recommendations pursuant to Section 10-5-4(E)(2) of the Zoning Ordinance:

### **FINDINGS OF FACT**

1. The physical surroundings, shape, or topographical conditions of the Property constitute a specific hardship upon the owner as distinguished from an inconvenience if the strict letter of the regulations were to be carried out. The evidence presented at the public hearing established the unique characteristic of the Property that constitutes a specific hardship on the Petitioners, as the Property is situated

on a corner lot with an unusually narrow lot depth. The Board finds this standard has been met.

2. The aforesaid unique physical condition did not result from any action of any person having an interest in the property, but was created by natural forces or was the result of governmental action, other than the adoption of the Village's Zoning Regulations, for which no compensation was paid. The Board finds this standard has been met, as the location of the buildings on the Property were established when the structure was built, well before the Petitioner purchased it.

3. The conditions of the Property upon which the petition for Variations is based may not be applicable generally to other property within the same zoning classification. The Board found that the conditions on the Property are unique, as the 147' lot depth coupled with the existing setback requirements results in the majority of the rear yard being dedicated to driveway and garage, which the Petitioner seeks to reduce. The Board finds this standard has been met.

4. **The purpose of the Variations is not based predominately upon a desire for economic gain.** The Petitioners noted that their desire for the Variation is not predominantly for economic gain, but instead to allow for them to make the best and safest use of the Property and enhance its livability by increasing the yard space. The Board finds this standard has been met.

5. The granting of the Variations is not detrimental to the public welfare or unduly injurious to the enjoyment, use, or development value of other property or improvements in the neighborhood in which the Property is located. The proposed relocation of the existing detached garage, which would improve the exterior appearance of the Property by increasing yard and green space and therefore would not be detrimental to the value of those surrounding properties. In addition, the relocation would bring improvements to drainage by altering the dispersing of water on the site. The Board finds this standard has been met.

6. The granting of the Variations will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood. The addition would not interrupt the already adequate supply of light or air to the surrounding properties, as it involves a relocation of an existing structure. The Board finds this standard has been met.

7. The granting of the Variations will not unduly tax public utilities and facilities in the area of the Property. If granted, the Variation would not unduly burden public utilities or facilities in the area of the Property. This Board finds this standard was met.

8. There are no means other than the requested Variations by which the hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Property. The testimony and evidence presented at the public

hearing showed that the relocation of the detached garage would significantly increase the livability and safety of the Property. The Board finds this standard has been met.

### RECOMMENDATION

The Board, by a vote of 6-0, for the reasons stated above, recommended to the Village President and Board of Trustees that the proposed Variation to relocate a detached garage on the Property in the R-2 Single-Family (Detached) Residential Zoning District be APPROVED.

Frank Martin

Chairman

4/10/2025 Date

### MINUTES OF THE MEETING OF THE VILLAGE OF RIVER FOREST ZONING BOARD OF APPEALS

### March 13, 2025

A meeting of the River Forest Zoning Board of Appeals was held at 7:30 pm on Thursday, March 13, 2025, in the Community Room of the River Forest Village Hall, 400 Park Avenue, River Forest, Illinois.

### I. CALL TO ORDER

Chairman Martin called the meeting to order at 7:30 pm. Meeting started by calling roll. Upon a roll call the following persons were:

Present: Chairman Frank Martin, Members Gary Dombrowski, Chris Plywacz, Mary Shoemaker, Ron Lucchesi, and Sheila Price

Absent: Member Corina Davis

Also present at the meeting: Jessica Spencer, Assistant Village Administrator and Anne Skrodzki, Village Attorney.

### II. APPROVAL OF THE MINUTES FROM THE MEETING OF THE ZONING BOARD OF APPEALS ON NOVEMBER 14, 2024

Chairman Martin asked if there were any comments about the minutes from the last meeting, there were none.

**A MOTION** was made by Member Lucchesi and seconded by Member Dombrowski to approve the minutes of the November 14, 2024, meeting.

Ayes: Chairman Martin, Members Dombrowski, Plywacz, Shoemaker, Price, and Lucchesi

Nays: None

Motion passed.

Attorney Skrodzki swore in those who wished to testify.

# III. PUBLIC HEARING – ZONING VARIATION REQUEST FOR 633 WILLIAM STREET – SECONDARY FRONT YARD SETBACK

Chairman Martin introduced the applicants, Tyler and Tina Lamkey, who presented their application. Mr. Lamkey explained that they wish to move the garage 17 feet closer to the sidewalk, which would allow for a larger play area in the backyard.

Member Lucchesi asked what the applicants intend to do with the remaining cement pad. Mr. Lamkey said it would be turned into a basketball court.

Member Shoemaker asked what is the setback from the sidewalk? Mr. Lamkey said that it would be 3' 6''.

Chairman Martin noted that the conditions that he must meet may not be applicable to other properties in the same zoning classification. He said that he noted several properties in the neighborhood that do have the same zoning classification, so how has the applicant satisfied this standard for a variation requirement? Mr. Lamkey responded that 18 other properties in the same area have the same set up as he requests. However, his is shorter than other lots in the vicinity. He also noted other homes in the area have other differences, such as an alley or additional space on their property.

Chairman Martin asked if there were any concerns regarding the lot coverage due to the driveway, Assistant Spencer noted that the Building Official had not noted any concerns in his memo. Mr. Lamkey noted that the lot coverage would remain the same, as the movement of the garage would cover the existing driveway space.

Brian Curtis, a neighbor of the applicant, said he had a question about drainage. He noted that there were drainage issues on his property with the existing garage and wanted to make sure there wouldn't be additional concerns on his property.

Mr. Lamkey said that the drainage off the garage currently goes down two downspouts down the back of the structure, and once moved, the drainage will be directed away from this resident's property. Mr. Curtis asked if the slab was even, and Mr. Lamkey responded that yes, the slab was even.

The public portion of the hearing was closed.

Member Plywacz noted that a smaller property makes sense to allow for the movement of the garage, because of safety concerns. Member Dombrowski agreed.

**A MOTION** was made by Member Dombrowski and seconded by Member Plywacz to approve the zoning variation request for 633 William Street.

Ayes: Chairman Martin, Members Dombrowski, Plywacz, Shoemaker, Price, and Lucchesi

Nays: None

Motion passed.

### IV. PUBLIC COMMENT

There was none.

### V. ADJOURNMENT

**A MOTION** was made by Member Shoemaker to dismiss the meeting, seconded by Chairman Martin to adjourn. A unanimous voice vote passed the motion.

Meeting Adjourned at 7:47 p.m.

Submitted:

Clifford E. Radatz, Secretary

Frank R. Marka

Frank Martin, Chairman Zoning Board of Appeals

Date: 4/10/2027



### APPLICATION FOR ZONING VARIATION Village of River Forest Zoning Board of Appeals

### Address of Subject Property: 633 William Street

Date of Application: 2/13/25

Applicant		Architect / Contractor			
Name: Tyler Lamkey & Tina Lamkey		Name:			
Address: 633 William Street		Address:			
City/State/Zip: River Forest, IL 60305		City/State/Zip:	City/State/Zip:		
Phone: (847) 354-3696 Fax:		Phone:	Fax:		
Email: tyler.lamkey@gmail.com		Email:			
Relationship of Applicant	to Property (owner, contra	ict purchaser, legal c	ounsel, etc.): Owner		

Zoning District of Property:	OR1	•R2	OR3	OR4	OC1	OC2	OC3	Opri	OORIC

### Please check the type(s) of variation(s) being requested:

Zoning Code

Building Code (fence variations only)

**Application requirements**: Attached you will find an outline of the other application requirements. Please read the attached carefully, the applicant will be responsible for submitting all of the required information.

Also attached for your information are the Zoning Board of Appeals "Rules of Procedure" for their public hearings.

**Application Deadline:** A complete variation application must be submitted no later than the 15<sup>th</sup> day of the month in order to be heard by the Zoning Board of Appeals in the following month. The Zoning Board of Appeals meets on the second Thursday of each month.

SIGNATURES:		
The undersigned hereby represent for the purpose of inducing the herein requested, that all statements herein and on all related atta mentioned will be done in accordance with the ordinances of the State of Illinois.	chments ar Village of H	e true and that all work herein River Forest and the laws of the
Owner:	Date:	02/13/25
Applicant (if other than Owner):	Date:	

**Application Fee**: A non-refundable fee of **\$750.00** must accompany every application for variation, which includes the cost of recording the variation with the County. Checks should be made out to the Village of River Forest.

### APPLICATION FOR ZONING VARIATION

Address of Subject Property: 633 William Street

\_\_\_\_\_ Date of Application: 2/13/25

### Summary of Requested Variation(s):

Applicable Code Section ( <u>Title, Chapter, Section</u> ) <i>Example:</i> 10-8-5, lot coverage	<u>Code Requirement(s)</u> Example: no more than 30% of a lot	<b>Proposed Variation(s)</b> Example: 33.8% of the lot (detailed calculations an a separate sheet are required)
10-8-7, Setback Regulations	For a corner lot, on the secondary street, the front yard shall be a minimum of 13' feet.	On the secondary street, the front yard shall be a minimum of 3' with minimum eave setback of 2' to the property line.

THE APPLICANT IS REQUIRED TO SUBMIT DETAILED LONG HAND CALCULATIONS AND MEASUREMENTS FOR ALL APPLICABLE ZONING PROVISIONS. APPLICATIONS WILL NOT BE CONSIDERED COMPLETE WITHOUT THESE CALCULATIONS AND MEASUREMENTS.

## **Application for Zoning Variation**

## **Narrative Description**

Property: 633 William Street

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Applicants: Tyler & Tina Lamkey (Property Owners & Occupants)

Phone Number: 847-354-3696

Date of Application: January 7, 2025

<u>Short Description of Proposed Variation:</u> The homeowner/applicants are proposing to relocate an existing detached rear yard garage within the existing rear yard to improve the safety of their property by greatly increasing the functional area of their abnormally small rear yard (currently less than 25' deep) for their young children to play in.

Currently the 633 William Street property is one of the shortest lot depths in River Forest (147' depth) and as a corner property, it has the additional restriction of a secondary front yard setback requirement for the garage which impacts usability of the rear yard as the majority of the rear yard is then utilized by the driveway and detached garage resulting in a very narrow rear yard that is less than 20' deep. This causes several safety issues due to the narrow rear and side yard when used for children's play activities and if children are playing in the driveway for additional play area due to the small backyard it can be a dangerous situation leaving drivers heading down Oak Street with little time to react due to their view of the driveway being blocked by the existing house.

One variance is being requested:

A secondary front yard setback for a rear yard garage variance from the required 13' to a
proposed 3' setback (2' to eaves) is requested to accommodate the relocated existing two car
garage

The proposed variance has no effect on the East or South neighbor's property and similar reduced setbacks for detached rear yard garage can be found at numerous corner lot locations all over River Forest including the immediately adjacent properties of 633 Clinton, 632 Bonnie Brae and 632 Clinton, all which have no adverse effect on the neighborhood. As it is an existing garage that is being relocated, there will be no change to the look, size or features of the existing garage.

In the finished condition with the reduction of the secondary front yard garage setback, the relocated existing garage will provide for an approximate doubling of the rear yard size to 50' in depth which will allow for a great improvement in the safety of the property when the children use the back yard for games, sports and activities.

## **Application for Zoning Variation**

## **Standards Responses**

Property: 633 William Street

1

Applicants: Tyler & Tina Lamkey (Property Owners & Occupants)

Phone Number: 847-354-3696

Date of Application: January 7, 2025

### STANDARDS FOR MAJOR VARIATIONS (SECTION 10-5-4F)

A major variation shall be recommended by the Zoning Board of Appeals only if it makes findings, based upon the evidence presented to it, that each of the following standards has been met:

1. The physical surroundings, shape or typographical conditions of the specific property involved with bring a specific hardship upon the owner as distinguished from an inconvenience if the strict letter of the regulations were to be carried out;

<u>Response:</u> 633 William street is on the East side of the 600 block of William Street which has an abnormally narrow lot depth of 147' for River Forest. The 50' property width is one of the smallest lot sizes for all of River Forest at 7,387 SF. The 633 Willam Street property is also a corner lot property which creates further restrictions by not only having a required front yard setback, but also a secondary front yard setback which greatly reduces the usable/buildable area on this abnormally small lot making it have a usable rear yard of less than 25' deep. One of the hardships caused by the narrow rear yard and adjacent side yard is that they are of inadequate width to safely accommodate our young children's games, sports and activities without being in danger of running into a fence or building and/or easily losing a ball over the fence on to Oak street, which is a busy street due to the proximity of Harlem nearby. Another hardship is that the existing driveway for the existing garage, the length of which is a function of the secondary front yard setback, is in a dangerous spot for the children to use as additional play area due to our small rear yard. The house has an existing setback of approximately 3' off of the North (Oak Street) property line and blocks the view of the driveway for East bound drivers on Oak street, creating a dangerous situation if a child was to accidentally chase a ball or toy into the street. This condition effectively renders our existing driveway unusable for safe children's play activities.

2. The aforesaid unique physical condition did not result from an action of any person having an interest in the property, but was created by natural forces or was the result or was the result of governmental action, other than the adoption of this Zoning Ordinance, for which no compensation was paid;

<u>Response</u>: The applicant purchased this property in 2018 and has not modified the footprint of the house during their ownership of the home.

3. The conditions upon which the petition for variation is based may not be applicable generally to other property within the same zoning classification;

<u>Response</u>: This condition is specific to the 633 William existing home footprint and the existing property conditions.

4. The purpose of the variation is not based predominantly upon a desire for economic gain;

3

<u>Response:</u> Applicant is the owner occupier of the home at 633 William and intends to remain at this home for the foreseeable future as our kids just started school at Lincoln Elementary.

5. The granting of the variation shall not be detrimental to the public welfare or unduly injurious to the enjoyment, use, or development value of other property or improvements in the neighborhood in which the property is located;

<u>Response</u>: This variance is not detrimental to neighborhood or other neighboring properties. The proposed variance has no effect on the East or South neighbor's property and similar reduced setbacks for detached rear yard garages can be found at numerous corner lot locations all over River Forest including the immediately adjacent properties of 633 Clinton, 632 Bonnie Brae and 633 Monroe, all which have no adverse effect on the neighborhood.

6. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood;

<u>Response:</u>. The proposed variance has no effect on the East or South neighbor's property and similar reduced setbacks for detached rear yard garage can be found at numerous corner lot locations all over River Forest. As it is an existing garage that is being relocated, there will be no change to the look, size or features of the existing garage.

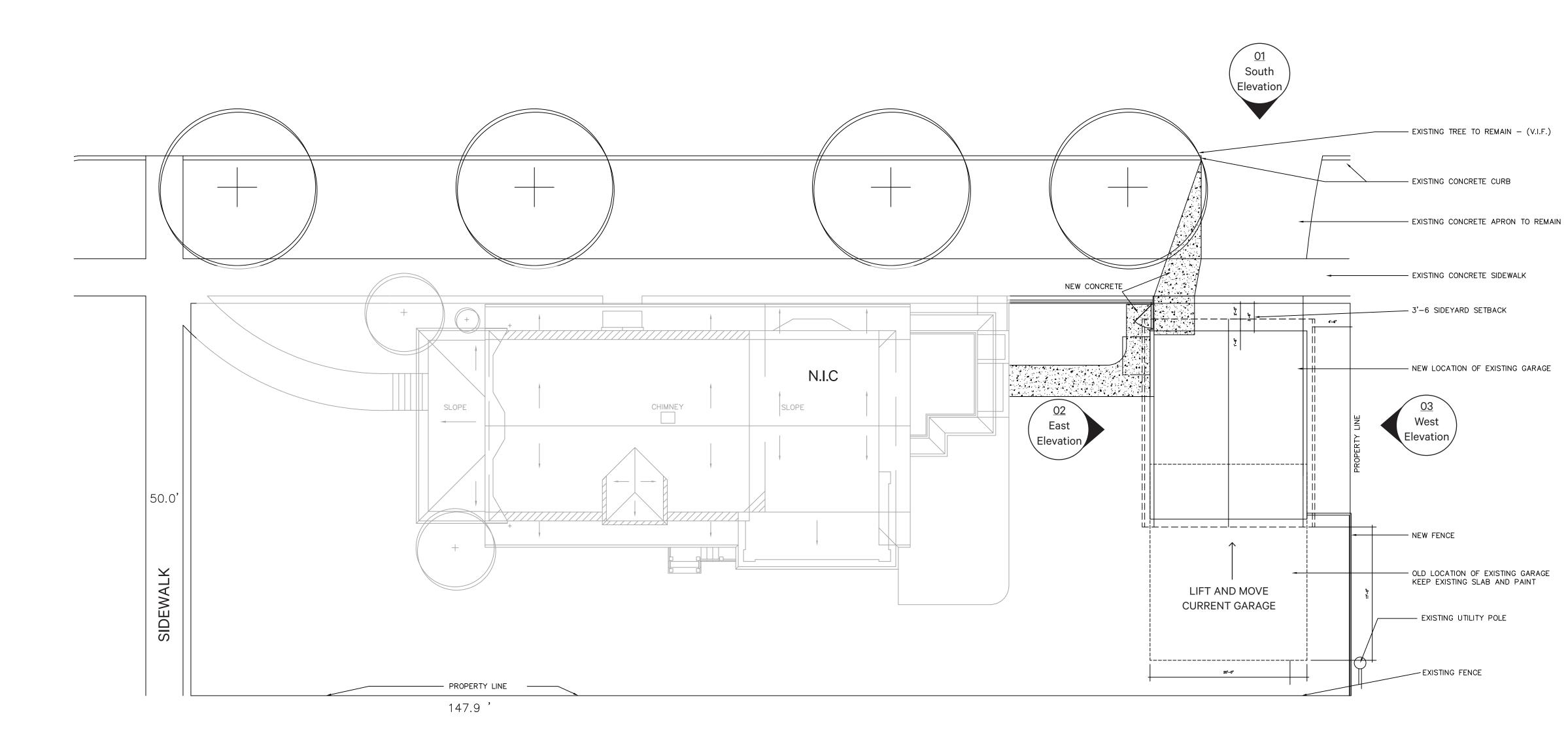
7. That the granting or the variation would not unduly tax public utilities and facilities in the area;

Response: There will be no impact to public utilities or facilities as part of the variation.

8. That there is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.

<u>Response:</u> Applicant has reviewed other possible solutions for improving the rear yard hardship, but has found that there is no other means feasible other than the requested variation to allow for improvement of the rear yard. Specifically, the following alternative was reviewed in great detail:

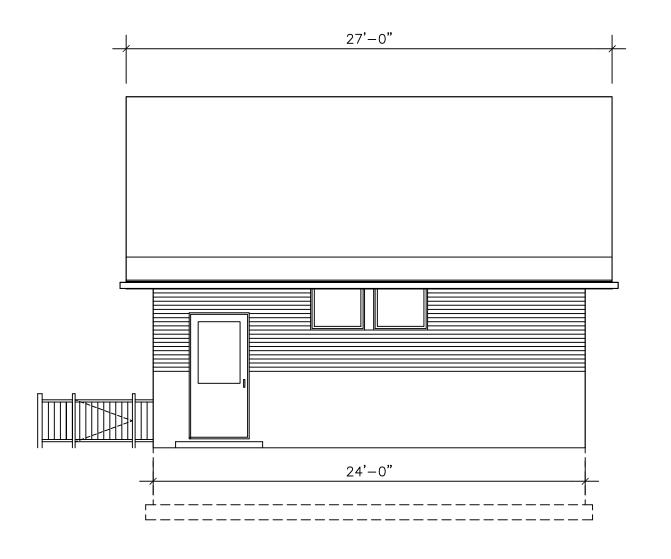
• The applicant has extensively studied an attached two car garage in various forms for the existing side yard, however, every variation of this required multiple side yard and FAR variances in order to achieve a minimum two car garage dimension in the side yard.

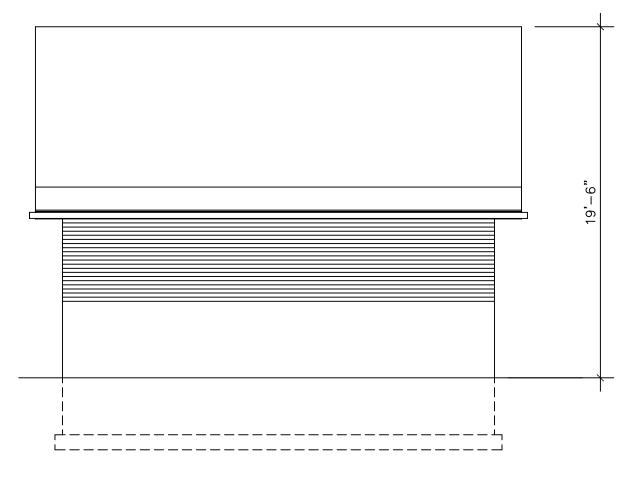


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01 South Elevation, 3/16" = 1'-0"





02 East Elevation, 3/16" = 1'-0"

03 West Elevation, 3/16" = 1'-0"

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