



VILLAGE OF RIVER FOREST SPECIAL VILLAGE BOARD MEETING

Monday, March 30, 2020 – 7:00 PM
Village Hall – 400 Park Avenue – River Forest, IL 60305
Community Room

AGENDA

Physical attendance at this public meeting is limited to 10 individuals, with Village Board officials, staff and consultants having priority over members of the public. Public comments and any responses will be read into the public meeting record. You may submit your public comments via email in advance of the meeting to: Sara Phyfer at sphyfer@vrf.us. You may listen to the meeting by participating in a telephone conference call as follows, dial-in number: 312-626-6799 with meeting ID: 146 893 974. If you would like to participate over the phone, please email sphyfer@vrf.us by 5:00 PM on Monday, March 30, 2020. If you would like to watch the livestream, please go to the Village website: www.vrf.us/SVBOT033020.

1. Call to Order/Roll Call
2. Approval of Remote Participation
3. Citizen Comments
4. Elected Official Comments & Announcements
5. Consent Agenda
 - a. Regular Village Board Meeting Minutes – March 9, 2020
 - b. Executive Session Village Board Meeting Minutes – March 9, 2020
 - c. Special Village Board Meeting Minutes – March 16, 2020
 - d. Award of Contract and Bid to Davis Tree Care & Landscaping for the 2020 Tree Trimming Program in a not-to-exceed amount of \$48,000.00
 - e. Award of Contract and Bid to Home Tree Care for the 2020 Tree and Stump Removal Program in a not-to-exceed amount of \$44,000.00
 - f. Waiver of Formal Bids and Award of Purchase through the Suburban Purchasing Cooperative a 2020 Ford Interceptor Utility Police Patrol Vehicle from Al Piemonte Ford for \$35,120.00
 - g. Amendment to Intergovernmental Agreement with Illinois Department of Healthcare and Family Services Regarding Ground Emergency Medical Transport Program
 - h. Letter to Congressional Representatives Regarding Postal Workers During COVID-19 Pandemic
 - i. Monthly Performance Measurement Report
 - j. Financial Report – February 2020
 - k. Village Administrator's Report
6. Consent Items for Separate Consideration
7. Recommendations of Boards, Commissions and Committees
 - a. Board of Fire and Police Commissioners Appointment: Julie Jacobs (Walsh Vacancy through 4/30/20 and Reappointed through 4/30/2023)
 - b. Deer Management Ad Hoc Committee Appointment: Marta Kozbur
 - c. Zoning Board of Appeals – Text Amendment – Massage Therapy Establishments as a Special Use in the C1, C2, C3 and ORIC Zoning Districts – Ordinance
8. Unfinished Business
9. New Business

- a. Adopting and Approving Relief from the Village of River Forest Village Code in Executive Orders 20-01 and 20-02 Issued by the Village President Under a Declaration of a State of Emergency (COVID-19 – March 16, 2020) – Ordinance

10. Executive Session

11. Adjournment

**VILLAGE OF RIVER FOREST
REGULAR VILLAGE BOARD OF TRUSTEES MINUTES
Monday, March 9, 2020**

A regular meeting of the Village of River Forest Board of Trustees was held on Monday, March 9, 2020 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 7:04 p.m. Upon roll call, the following persons were:

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

Absent: Trustee Henek

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

2. PLEDGE OF ALLEGIANCE

President Adduci led the pledge of allegiance.

3. CITIZEN COMMENTS

None.

4. ELECTED OFFICIAL COMMENTS & ANNOUNCEMENTS

- a. 2019 Officer of the Year – Officer Max Ostrowski

Chief O'Shea presented the Officer of the Year Award to Officer Max Ostrowski.

Trustee Brennan reported that she attended the Oak Park River Forest Chamber of Commerce annual meeting. She announced that the One Earth Film Festival held a kick-off event last Friday and that tickets are still available for some films. She also announced that the Village will be collecting corrugated plastic signs after the election.

Clerk Brand-White congratulated Officer Ostrowski and stated she was impressed with the officers' work during the St. Patrick's Day parade.

Trustee Vazquez reported that he attended the Metropolitan Mayors Caucus Age-Friendly Communities Collaborative meeting on March 5. He stated the topic was transportation and reviewed the recommendations presented by the Metropolitan Planning Council, which

included improving service coordination between municipalities, improving wayfinding signs, private sector transportation services, and funding.

Trustee Cargie congratulated Officer Ostrowski. He reported that the Deer Committee met on February 26 and that Tim Preuss from the Illinois Department of Natural Resources has been invited to the next meeting on April 1.

Trustee Bachner read a statement to acknowledge that this land was once inhabited by indigenous people and stated that River Forest continues to be a place that people from diverse backgrounds live and gather. Trustee Bachner reported the success of the Census event at Jewel last Saturday. She noted mailers will be arriving soon to encourage people to respond online and by phone. She thanked everyone who helped at the event and announced the next Complete Count Committee meeting is March 11.

President Adduci stated she participated in a press conference with the Illinois Municipal League about the restoration of the Local Government Distributive Fund. She stated it has typically been at a 10% level, but that it is about 6% now. She reported she also attended the Chamber meeting, noting they do a nice job keeping small businesses engaged. President Adduci thanked Officer Ostrowski and his family for protecting and serving the community. She congratulated the One Earth Film Festival Young Filmmakers Contest winners and encouraged people to attend screenings. President Adduci also noted the recent sudden passing of Mark Walsh, who had served on the Board of Fire and Police Commissioners for 22 years. She asked that everyone keep the family in their prayers to get through this difficult time.

5. CONSENT AGENDA

- a. Regular Village Board Meeting Minutes – February 27, 2020
- b. Waiver of Formal Bids and Award of Purchase through the Suburban Purchasing Cooperative a 2020 Chevy Tahoe Police Patrol Package from Currie Motors for \$38,102.21
- c. Resolution to Celebrate the 100th Anniversary of the League of Women Voters – Resolution
- d. Independent Contract Agreement with Thrive Counseling Services for Crisis Intervention Services
- e. Approval of a Plat of Re-Subdivision for 935 and 947 Franklin Avenue
- f. Monthly Department Reports
- g. Accounts Payable – February 2020 – \$1,607,353.39
- h. Village Administrator's Report

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

Roll call:

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

Absent: Trustee Henek

Nays: None
Motion Passes.

6. CONSENT ITEMS FOR SEPARATE CONSIDERATION

- a. Accounts Payable from the General Fund to McDonald's-Karavites for \$155.62
(Trustee O'Connell Common Law Conflict of Interest)

Trustee Cargie made a motion, seconded by Trustee Brennan to approve Accounts Payable from the General Fund to McDonald's-Karavites for \$155.62.

Roll call:

Ayes: Trustees Bachner, Brennan, Cargie, Vazquez
Absent: Trustee Henek
Nays: None
Abstain: Trustee O'Connell
Motion Passes.

7. RECOMMENDATIONS OF BOARDS, COMMISSIONS AND COMMITTEES

- a. Resolution Amending Resolution 20-03 Regarding the Number of Members of the Village of River Forest Deer Management Ad Hoc Committee – Resolution

Trustee Vazquez made a motion, seconded by Trustee Cargie, to approve Resolution Amending Resolution 20-03 Regarding the Number of Members of the Village of River Forest Deer Management Ad Hoc Committee

Roll call:

Ayes: Trustees Bachner, Brennan, Cargie, Vazquez
Absent: Trustee Henek
Nays: Trustee O'Connell
Motion Passes.

- b. Deer Management Ad Hoc Committee Appointments: Askold Kozbur and Julie Armstrong

Trustee Cargie made a motion, seconded by Trustee O'Connell to concur with the recommendation of the Village President to appoint Julie Armstrong to the Deer Management Ad Hoc Committee to serve until the Committee is dissolved.

Roll call:

Ayes: Trustees Bachner, Brennan, Cargie, O'Connell, Vazquez
Absent: Trustee Henek
Nays: None
Motion Passes.

Trustee Brennan made a motion, seconded by Trustee Bachner to concur with the recommendation of the Village President to appoint Askold Kozbur to the Deer Management Ad Ho Committee to serve until the Committee is dissolved.

Roll call:

Ayes: Trustees Bachner, Brennan

Absent: Trustee Henek

Nays: Trustees Cargie, O'Connell, Vazquez

Motion Fails.

President Adduci noted she will bring forward a new appointment at the next meeting.

8. UNFINISHED BUSINESS

None.

9. NEW BUSINESS

- a. Intergovernmental Agreement with Metra for Noise Abatement Pilot Program – Resolution

Trustee O'Connell made a motion, seconded by Trustee Cargie to approve a Resolution Authorizing the Execution of an Intergovernmental Funding Agreement for the Pilot Program to test the Effectiveness of Sound Barrier at the River Forest Metra Commuter Station between the Village of River Forest and the Commuter Rail Division of the Regional Transportation Authority.

Administrator Palm summarized the Intergovernmental Agreement with Metra. He stated the agreement is the culmination of intergovernmental cooperation with the assistance of state legislators to resolve issues regarding the third track project. He noted that residents had expressed concerns about the installation and the noise given their proximity to the tracks. He explained that the Village will purchase and install the sound barrier material to go on a new fence, and Metra will reimburse for the cost. He noted that the Resolution also includes necessary easements for the Village's installation and maintenance of this property. Finally, he reported that Staff is still working on the access road issue.

Megan Keskitalo, 8125 Lake. Ms. Keskitalo thanked the Board and expressed her appreciation for the work put into this. She stated the residents are already seeing a big drop in trespassing on the tracks, which means increased safety. She stated she is hopeful the noise material works as well and thanked Administrator Palm for finding that.

President Adduci thanked Ms. Keskitalo for being reasonable.

In response to a question from Trustee Cargie, Administrator Palm stated he estimated it would only take a couple days to install everything.

Roll call:

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

Absent: Trustee Henek

Nays: None

Motion Passes.

b. Discussion and Direction: Solid Waste & Refuse Contract

Public Works Director Anderson summarized the Sustainability Commission's recommendations regarding the waste collection and disposal contract with Roy Strom Refuse and Removal Services. He noted that the Commission sought additional services to provide more recycling options to residents without the need to hold the Recycling Extravaganza. He noted the Commission recommends entering into negotiations to extend the contract while adding the additional services outlined in the memorandum.

In response to a question from Trustee Brennan, Director Anderson stated that after analyzing the numbers, it was better to keep the current rate schedule than add \$1 per resident.

Trustee O'Connell thanked Staff for providing cost comparisons. He suggested locking in the contract for a longer term now. President Adduci concurred.

Trustee Cargie asked if the add-ons would go into effect immediately, and Director Anderson noted it would be as soon as Strom could set them up. Trustee Cargie noted he had been concerned at the last meeting about adding \$1 per resident because there was no opt-out, but that he likes this proposal of keeping the same rate schedule.

In response to a question from Trustee Bachner, Administrator Palm stated that once everything has been negotiated and decided on, Staff would work on implementations and communicating changes to residents.

Trustee O'Connell noted the Village could reach out to businesses to make sure they sell stickers.

Trustee Cargie expressed concern about the lack of a cap on the recyclable reimbursement being an unfunded obligation to the Village.

Administrator Palm stated they could sit down with Strom and negotiate that, noting that it would also involve trying to get people to change their behavior. He stated the next step would be Director Anderson, Sustainability Commission Chair Julie Moller, and Commissioner Lisa Gillis to negotiate with Strom and have a contract back by the end of April.

Trustee Brennan commented that in her experience, Strom has been a great partner and they have helped out with LemonAid, the Pumpkin Smash and the Recycling Extravaganza for free. She stated she had every reason to believe they will continue to be a great partner.

Administrator Palm gave a coronavirus update. He stated Staff has been involved in calls at the regional and State levels. He stated Illinois has taken the lead in the country in terms of testing. He stated that being on these calls has been helpful and they are well-organized. He expressed confidence that the State is doing everything in its power to protect its residents. He reported that this has been discussed in terms of mutual aid with other agencies. Administrator Palm noted that Staff has made changes to cleaning operations, and he stated that as things changes, the Village will continue to update the community.

President Adduci asked for more information about how the Village is prepared and working with the universities. Administrator Palm stated the Village is a member of TripCom, a medical reserve organization of volunteers among River Forest, Elmwood Park and Forest Park and that the universities are also a part of that. He stated TripCom continues to be updated and will update its plan as it moves forward. He stated Staff remains in contact with the universities and he has stressed to them to remain in contact with the Village as they are community partners.

Several trustees commented that the Governor has declared a State of Emergency to release emergency funding. The Board discussed other precautionary measures being taken such as canceling travel. Administrator Palm noted part of the challenge has been limited access to testing.

In response to a question from Trustee O'Connell, Fire Chief Bohlmann stated Loyal has put out protocol that continues to be updated, and that the Village receives daily protocol updates from the Illinois Department of Public Health and Centers for Disease Control. He also noted that TripCom is the model plan for the county and assured that it is a good plan.

President Adduci expressed confidence that Staff is on top of this issue.

10. EXECUTIVE SESSION

Trustee Vazquez made a motion, seconded by Trustee O'Connell to go into executive session discuss the purchase or lease of real property for the use of the Village, including whether a particular parcel should be acquired; and the setting of a price for sale or lease of property owned by the Village.

Roll call:

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

Absent: Trustee Henek

Nays: None

Motion Passes.

The Village Board returned to regular session at 8:20 p.m. with the following members present: President Adduci, Trustees Brennan, Cargie, O'Connell, Vazquez, Village Clerk Brand-White.

11. ADJOURNMENT

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

Roll call:

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

Absent: Trustee Henek

Nays: None

Motion Passes.

Kathleen Brand-White, Village Clerk

**VILLAGE OF RIVER FOREST
SPECIAL VILLAGE BOARD OF TRUSTEES MINUTES
Monday, March 16, 2020**

A special meeting of the Village of River Forest Board of Trustees was held on Monday, March 16, 2020 at 9:00 a.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 9:04 p.m. Upon roll call, the following persons were:

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

Absent: Trustee Henek

Also Present: Village Clerk Kathleen Brand-White, Village Administrator Eric Palm, Assistant Village Administrator Lisa Scheiner, Assistant to the Village Administrator Jonathan Pape, Police Chief James O'Shea, Fire Chief Kurt Bohlmann, Village Attorney Greg Smith

Trustee Cargie made a motion, seconded by Trustee O'Connell, to allow Trustee Vazquez to participate telephonically due to work obligations.

Roll call:

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

Absent: Trustees Henek, Vazquez

Nays: None

Motion Passes.

2. CITIZEN COMMENTS

Susan Altier, 12 Ashland. Ms. Altier shared that she hoped the Board would carefully consider the language in the state of emergency ordinance to protect the residents and officials.

3. AMENDMENT OF THE VILLAGE CODE REGARDING AUTHORIZING THE VILLAGE PRESIDENT TO DECLARE A STATE OF EMERGENCY IF NEEDED – ORDINANCE

Trustee Bachner made a motion, seconded by Trustee Brennan, to approve an ordinance amending the Village Code regarding authorizing the Village President to declare a State of Emergency if needed.

President Adduci thanked everyone for attending the meeting and noted the extraordinary time all communities will be working through because of the coronavirus. She indicated that other communities would likely be passing similar measures.

Attorney Smith explained that a declaration of a state of emergency is a tool that gives flexibility to the Village to deal with emergency issues, such as waiving bidding requirements

to make emergency purchases. He further noted the emergency declaration is limited to allowing the Village President to take actions that would otherwise have to be taken by the Village Board. For example, he stated that an emergency declaration would not authorize the Village President to seize someone's home because that is not something the Village Board can otherwise do. He stated the emergency declaration expires either upon adjournment of the next regular meeting or until the Village President withdraws it.

In response to a question from Trustee Brennan, Village Attorney Smith stated the ordinance follows State law regarding the language about when the emergency declaration expires. He stated the ordinance does not divest authority from the Village Board and that it simply allows the Village President to do things related to the emergency on the Board's behalf.

In response to a follow up question from Trustee Brennan, Village Attorney Smith stated that at this time, the Open Meetings Act still applies. He stated the governor or the General Assembly would have to take action to waive the requirements to allow for remote attendance.

Trustee Bachner amended her motion, seconded by Trustee Brennan, to include regular or special meetings regarding the expiration of the emergency authority.

Trustee Bachner stated she thinks this is a critical need in the Village and that she trusts in President Adduci's authority. She further stated she is glad to see swift movement in combatting COVID-19. She thanked President Adduci and everyone who has worked on this and especially first responders.

Trustee O'Connell stated the Board has had this information for several days and did have adequate time to review and digest this information. He thanked Ms. Altier for attending the meeting and expressed his assurance this was not a snap decision.

Trustee Vazquez echoed these sentiments. He added that an issue his law firm has run into working with municipalities is that they did not have this type of language in their Codes to allow them to work quicker. He applauded and encouraged passing the ordinance.

Roll call:

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

Absent: Trustee Henek

Nays: None

Motion Passes.

President Adduci read her [press release](#) and further explained the purpose of the emergency declaration. She stated the Village is working with the River Forest Township to provide additional services to seniors and others in need during the pandemic, and she stated she has directed Village Staff to take all necessary precautions in order to maintain services and continuity of operations. She also cautioned residents to beware of scammers who may try to capitalize on global attention to the pandemic.

President Adduci thanked the Board for their trust in giving her the authority to implement emergency measures important to the community. She further explained the senior citizen response program, stating that the Village will be sending mailers to seniors to let them know about additional services that will be offered, such as grocery shopping, prescription medication pick-up, and dog walking. The Village will hire a part-time employee to coordinate this program with volunteers.

Trustee O'Connell suggested sending a letter to everyone in the Village to make sure this information reaches all seniors, including renters.

Trustee Brennan suggested the coordinator reach out to condominium association presidents as well.

Trustee Bachner asked about the cost differential of sending a letter to everyone in the Village.

Administrator Palm stated Staff will look into sending a post card to everyone in the zip code. He also quoted a message from emergency management training that "perfection is the enemy," and cautioned that things may be clunky as the Village works through this disaster. He stated he expected the information about the senior program would get through formal and informal networks.

In response to a follow up question from Trustee Bachner, he stated the letter will go out first and then Staff will look into other means of dissemination.

Administrator Palm also thanked the Board for taking the action it did, noting that expediency is important in as we respond to things.

Chief Bohlmann reviewed the precautions being taken by and the changes to the Fire Department's operations. He stated that the Department is focusing on providing the same emergency services while protecting residents and firefighters from exposure as much as possible. He stated dispatch is screening 911 calls to provide advance knowledge of infected patients. To date, he noted, there are no confirmed cases of coronavirus in River Forest. He also stated that the Village's pharmaceutical distribution program TripCom is preparing for possible activation in the event that a vaccine becomes available. Chief Bohlmann explained that if activated, the State would advise of where to pick up the pharmaceuticals, which would then be distributed to everyone in the Village.

Trustee Vazquez left the meeting at 9:42 a.m.

Chief O'Shea reviewed the precautions being taken by and the changes to the Police Department's operations. He stated the Department is implementing best practices to ensure the safety of the public and personnel. He summarized the rigorous cleaning regimen and detailed the availability of protective equipment. He noted that command staff has met with other towns to discuss plans with regard to TripCom, and he assured that the Police Department is prepared to escalate its response to the coronavirus if needed. Chief O'Shea

also discussed balancing limiting personnel contact with the public but not shutting down services. He stated they are waiting for direction and orders from Cook County with regard to policing. He also stated the business liaison officer is in communication with businesses in town.

In response to a question from President Adduci about enforcing the Governor's order regarding restaurants and bars, Chief O'Shea stated the Department will look for chairs to be removed or put up, and that they are working with businesses on educational information and protocols.

Trustee Brennan asked generally how hourly workers' pay may be affected during this time.

Village Attorney Smith stated the issue of pay while employees are on leave is ultimately up to their employer and that they could be entitled to unemployment. He stated there is federal legislation being considered regarding amendments to the Family Medical Leave Act, mandated paid sick leave, and payroll tax breaks.

Trustee Brennan stated she is grateful for the flexibility and skills of Staff and fellow trustees.

4. AMENDMENT OF THE VILLAGE CODE REGARDING THE IMPOSITION OF A LOCAL MOTOR FUEL TAX DUE TO A REQUEST FROM THE ILLINOIS DEPARTMENT OF REVENUE – ORDINANCE

Trustee Cargie made a motion, seconded by Trustee O'Connell to approve an ordinance amending the Village Code regarding the imposition of a local motor fuel tax due to a request from the Illinois Department of Revenue.

Administrator Palm explained that this ordinance does not change any of the legislative intent and only consists of technical changes required by the Department of Revenue in order to enact the tax. He noted it was included on the agenda due to IDOR's filing deadline of April 1.

Roll call:

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

Absent: Trustee Henek

Nays: None

Motion Passes.

5. ADJOURNMENT

Trustee Cargie made a motion, seconded by Trustee Brennan to adjourn the special Village Board of Trustees Meeting at 9:59 a.m.

Roll call:

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

Absent: Trustees Henek, Vazquez

Nays: None
Motion Passes.

Kathleen Brand-White, Village Clerk

DRAFT



MEMORANDUM

DATE: March 18, 2020

TO: Eric J. Palm, Village Administrator

FROM: John Anderson, Director of Public Works

SUBJECT: Award of Contract - 2020 Tree Trimming Program

Issue: Staff is seeking to award the contract for the 2020 Tree Trimming Program.

Analysis: Over 700 parkway trees have been identified in the southern portion of the Village for contractual tree trimming. These trees have recently been logged into a database with their condition rating, size, species, and location for incorporation into the Village GIS system. This tree attribute information can be viewed on the Village website. Trees that have been identified for contractual trimming are all 12 inches in diameter or larger. Village staff will continue to perform tree trimming on trees that are less than 12 inches in diameter. It is important to keep trees trimmed on a regular basis in order to maintain the health of the tree, ensure fewer limbs fall during periods of high winds, and to improve traffic and pedestrian sightlines throughout Village streets. This is a continuation of the annual contractual trimming program. The section of the Village that will be trimmed in the fall of 2020 and spring of 2021 is the area south of Hawthorne Ave., and all areas west of Thatcher Ave. The contractual trimming program is a cost effective method of making sure the needed trimming is performed on a continuing basis to supplement the tree trimming performed by Public Works staff. This program also allows Village forestry crews to continue with their portion of tree removals throughout the Village.

Staff received and opened two competitive bids on March 11, 2020. As the attached bid tabulation indicates, Davis Tree Care & Landscaping, Inc. was the lowest bidder based on the per inch cost of \$40.00 for trees between 12 and 24 inches in diameter, \$78.50 for trees between 25 and 36 inches in diameter, and \$140.00 for trees over 36 inches in diameter as seen in the attached bid tabulation. The anticipated amount budgeted for contractual tree trimming is \$48,000. The Village has previously worked with Davis Tree Care & Landscaping, Inc. for the past four years as the primary tree trimming contractor. They have also had numerous municipal tree trimming and removal contracts throughout the local area in recent years. Davis Tree Care & Landscaping, Inc. is a local tree care company (based in Forest Park, IL) and has experience working on large tree trimming contracts. Accordingly, we recommend the award of the 2020 Tree Trimming Contract to Davis Tree Care & Landscaping, Inc.

Recommendation: If the Village Board concurs with Staff's recommendation, the following motion would be appropriate: Motion to award the 2020 Tree Trimming Program to Davis Tree Care & Landscaping, Inc. in the not to exceed amount of \$48,000 and authorize the Village Administrator to execute the contract agreement.

River Forest 2020-21 Tree Trimming Bid Tabulation

Bid Criteria		Trees Per	
		DBH Range	Range
		12" to 24"	547
		25" to 36"	143
		Over 36"	17

Company	Bid per DBH Range		Total Cost	Rank
Homer Tree Care	12" to 24"	\$50.00	\$27,350.00	2
	25" to 36"	\$95.00	\$13,585.00	
	Over 36"	\$170.00	\$2,890.00	
Davis Tree Care	12" to 24"	\$40.00	\$21,880.00	1
	25" to 36"	\$78.50	\$11,225.50	
	Over 36"	\$140.00	\$2,380.00	
	12" to 24"		\$0.00	\$0.00
	25" to 36"		\$0.00	
	Over 36"		\$0.00	
	12" to 24"		\$0.00	\$0.00
	25" to 36"		\$0.00	
	Over 36"		\$0.00	
	12" to 24"		\$0.00	\$0.00
	25" to 36"		\$0.00	
	Over 36"		\$0.00	
	12" to 24"		\$0.00	\$0.00
	25" to 36"		\$0.00	
	Over 36"		\$0.00	
	12" to 24"		\$0.00	\$0.00
	25" to 36"		\$0.00	
	Over 36"		\$0.00	



CALL FOR BIDS

- I. Name of Project: 2020 Tree Trimming Program
- II. Instructions and Specifications:
A. Bid Opening Date/Time: Wednesday, March 11, 2020 at 10:30 A.M.
- III. Required of All Bidders:
A. Bid Deposit: 10%

This document comprises 37 pages

RETURN ORIGINAL BID IN SEALED ENVELOPE MARKED WITH THE PROJECT NAME AS NOTED ABOVE TO:

John Anderson
DIRECTOR OF PUBLIC WORKS
VILLAGE OF RIVER FOREST
400 PARK AVENUE
RIVER FOREST, IL 60305
PHONE: 708-714-3550
FAX: 708-366-3702



INSTRUCTIONS

The Village of River Forest, County of Cook, Illinois, invites sealed bids for the trimming of parkway trees throughout the Village of River Forest.

The Village of River Forest will open bids at the location, date, and time stated below:

Location: Village of River Forest Municipal Complex
400 Park Avenue
River Forest, Illinois 60305

Date: Wednesday, March 11, 2020

Time: 10:30 A.M.

All bids are required to be delivered to the Office of the Director of Public Works, 2nd Floor of the River Forest Village Hall, 400 Park Avenue, on or before the date and time stated above.

Bids will be publicly opened at that time in the Village Hall Community Room, 400 Park Avenue, River Forest, Illinois.

Any bid received after the date and time specified above will be returned to the Bidder unopened. Bid shall be submitted in duplicate and enclosed in a sealed opaque envelope marked "2020 Tree Trimming Program."

It is intended that a contract will be awarded to the low Bidder provided that such low Bidder can establish competence to fulfill all provisions in the contract.

Include in bid all costs of labor, material, equipment, allowances, all federal taxes, insurance and contingencies with overhead and profit necessary to complete the work for which bid is made, including all trades, without further cost to the Village.

No compensation will be allowed by reason of any difficulties which the Bidder could have discovered or reasonably anticipated prior to bidding.

The Village reserves the right to reject any and/or all bids, to waive minor informalities, or to make an award other than to the low Bidder according to his own judgment which is in the best interest of the Village of River Forest.

A Bid Bond or Certified Check shall accompany each bid in the amount of ten percent (10%) of the total sum of the Bid, made payable to Village of River Forest. Same, which it is agreed, shall be claimed by Village as Village's property if Bidder to whom Contract award has been made, defaults in executing

agreement within ten (10) calendar days of written notification of contract award to him, or if Bidder fails to furnish the Village the required Payment of Performance Bond. Security of all Bidders will be returned on signing of the contract or rejection of all bids.

A certificate of insurance indemnifying the Village of River Forest, its officers, agents and employees against any claims for any and all types of accidents, which may arise in connection with any work performed under this contract, shall be provided by the contractor before contract award is made.

The Contractor shall furnish to the Director of Public Works final waivers of lien for labor and materials upon completion of the project and before final payment.

Any contractor in doubt as to the true meaning of any part of the specifications or other contract documents, may request in writing an interpretation thereof from the Village or representative. The person requesting the interpretation shall be responsible for its prompt delivery. The interpretation will be made by written addendum duly issued by the Village. If a written addendum is issued, either as a result of a request for an interpretation or as a result of a change in the specifications initiated by the Village, a copy of such addendum will be mailed to all prospective contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the contractor's responsibility to obtain all addenda issued. Contractors will provide written acknowledgement of receipt of each addendum issues with the bid submission.

I. GENERAL PROVISIONS

1. STANDARD SPECIFICATIONS

- 1.1 The applicable "Standard Specifications," as listed below, shall apply to all Work performed under this Contract unless revised by the Supplemental Specifications, as set forth in Section 2 below, and the Special Provisions that are also included as part of this Project.

2. SUPPLEMENTAL SPECIFICATIONS

- 2.1 The following "Supplemental Specifications" supplement the Standard Specifications. In case of conflict with any part, or parts, of said Standard Specifications, the Supplemental Specifications shall take precedence and shall govern. The following section numbers used are in reference to those section numbers used in the SSRBC.

107.01 Laws to be Observed

107.01.01 Sexual Harassment Policy

The Contractor shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

107.01.02 Eligibility for Employment in the United States

The Contractor shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Contractor to verify that persons employed by the Contractor are eligible to Work in the United States.

107.01.03 Civil Rights

The Contractor shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

107.01.04 Foreign Corporation

Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

107.01.05 Confidentiality of Information

Any documents, data, records, or other information relating to the Project and all information secured by the Contractor from the Village in connection with the performance of services, unless in the public domain, shall be kept confidential by the Contractor and shall not be made available to third parties without written consent of the Village, unless so required by court order.

107.26 Indemnification

Delete the first paragraph of Article 107.26 of the SSRBC and substitute the following:

To the fullest extent permitted by law, the Contractor shall be responsible for any and all injuries to persons or damages to property due to the negligent or willful act or omission of the Contractor arising or in consequence of the performance of the Work by the Contractor. The Contractor

hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents, employees, attorneys and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Village, its officials, agents, employees, attorneys and volunteers due to the negligent or willful act or omission of the Contractor arising in or in consequence of the performance of this Work by the Contractor. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith; and, if any judgment shall be rendered against the Village, its officials, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. The Village, its officials, agents, employees, attorneys and volunteers shall have the right to select their own counsel and the right to direct their own defense.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents, employees, attorneys and volunteers as herein provided.

107.27 Insurance

Add the following to Article 107.27 of the SSRBC:

107.27.1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A) Pre-2004 version, CG 2026 (Exhibit B) Pre-2004 version.
- B. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- C. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

107.27.2 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, agents, employees, attorneys and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

107.27.3 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

107.27.3.1 General Liability and Automobile Liability Coverages

- A. The Village, its officials, agents, employees, attorneys and volunteers are to be covered as insureds as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, attorneys or volunteers.
- B. The Contractor's insurance coverage shall be primary insurance as respects the Village, its officials, employees, agents, attorneys and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees, attorneys or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees, or volunteers.
- D. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made of suit is brought, except with respect to the limits of the insurer's liability.
- E. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.
- F. All general liability coverages shall be provided on an occurrence basis. Claims-made general liability policies are not acceptable.

107.27.3.2 Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees, attorneys and volunteers for losses arising from Work performed by Contractor. Compensation Limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident.

107.27.4 Verification of Coverage

The Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, attorneys and volunteers, as additional insureds (Exhibit D), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the member before any Work commences. The attached Additional Insured Endorsement (Exhibit E) shall be provided to the insurer for its use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the

coverage stated on the attached endorsement (Exhibit E), such as ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B). The Village reserves the right to request full certified copies of the insurance policies and endorsements.

107.27.5 Subcontractors

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

The Village of River Forest, its officers, employees, agents, attorneys and volunteers shall be named as additional insured. Liability coverage is primary with respects to the additional insureds.

107.27.6 Assumption of Liability

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-Contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any Work performed pursuant to this agreement.

EXHIBIT A

CG 20 10 03 97

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULE PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

Copyright, Insurance Services Office, Ins. 1996

EXHIBIT B

CG 20 26 11 85

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Copyright, Insurance Services Office, Ins. 1984

EXHIBIT C

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location and Description of Completed Operations

Information required to complete this Section, if not shown above, will be shown in the Declarations.

Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your Work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products—completed operations hazard".

EXHIBIT D

(EXAMPLE)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) Completed													
PRODUCER <div style="text-align: center;">Fully Completed</div>				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.															
INSURED <div style="text-align: center;">Fully Completed</div>				INSURERS AFFORDING COVERAGE INSURER A: Name of Insurance Company INSURER B: Name of Insurance Company INSURER C: Name of Insurance Company INSURER D: Name of Insurance Company INSURER E: Name of Insurance Company		NAIC # Completed Completed Completed Completed Completed													
COVERAGES																			
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																			
INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS													
A	X	GENERAL LIABILITY CG001 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNERS & CONT PROT ((IF REQUIRED)) <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIER PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Policy Number	Policy Start Date	Policy End Date	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea. Occur.)</td><td style="text-align: right;">\$ 50,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS-COMP/OP AGG</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>		EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea. Occur.)	\$ 50,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS-COMP/OP AGG	\$ 1,000,000
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GENERAL AGGREGATE	\$ 2,000,000																		
PRODUCTS-COMP/OP AGG	\$ 1,000,000																		
A		AUTOMOBILE LIABILITY CA001 <input checked="" type="checkbox"/> ANY AUTO CA001 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____	Policy Number	Policy Start Date	Policy End Date	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea. Accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (PER PERSON)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (PER ACCIDENT)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (PER ACCIDENT)</td><td style="text-align: right;">\$</td></tr> </table>		COMBINED SINGLE LIMIT (Ea. Accident)	\$ 1,000,000	BODILY INJURY (PER PERSON)	\$	BODILY INJURY (PER ACCIDENT)	\$	PROPERTY DAMAGE (PER ACCIDENT)	\$				
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		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>AUTO ONLY-EA ACCIDENT</td><td style="text-align: right;">\$</td></tr> <tr><td>OTHER THAN EA ACC</td><td style="text-align: right;">\$</td></tr> <tr><td>AUTO ONLY: AGG</td><td style="text-align: right;">\$</td></tr> </table>		AUTO ONLY-EA ACCIDENT	\$	OTHER THAN EA ACC	\$	AUTO ONLY: AGG	\$						
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B	X	EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Policy Number	Policy Start Date	Policy End Date	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ per request</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ per request</td></tr> </table>		EACH OCCURRENCE	\$ per request	AGGREGATE	\$ per request								
EACH OCCURRENCE	\$ per request																		
AGGREGATE	\$ per request																		
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td><input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS</td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE-EA EMPLOYEE</td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>E.L. DISEASE-POLICY LIMIT</td><td style="text-align: right;">\$ 500,000</td></tr> </table>		<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE-EA EMPLOYEE	\$ 500,000	E.L. DISEASE-POLICY LIMIT	\$ 500,000				
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E.L. DISEASE-POLICY LIMIT	\$ 500,000																		
		OTHER Professional Liability (If requested)	Policy Number	Policy Start Date	Policy End Date														
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS List Project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.																			
CERTIFICATE HOLDER Additional Insured: Village of River Forest, its officials, employees, agents, attorneys and volunteers				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, SIGNATURE OF AUTHORIZED AGENT															

EXHIBIT E

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Name of Insured:
Policy Number:
Policy Period:
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your Work".

For purposes of this endorsement, "arising out of your Work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a Contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors Work.
3. Liability the Additional Insured may incur for failure to maintain safe Worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

Original Created – 1/2002

Revised – 1/2005

108.06 Labor, Methods, and Equipment

Add the following to Article 108.06 of the SSRBC:

108.06.1 Overtime Work

Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, all Work at the site shall be performed during regular Working hours; and the Contractor will not permit overtime Work or the performance of Work on Saturday, Sunday or any legal holiday without the Director of Public Works' written consent given after prior written notice. Regular Working hours shall be a consecutive eight hour period between the hours of seven o'clock (7:00) A.M. and six o'clock (6:00) P.M., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction Work shall be performed before the hour of seven o'clock (7:00) A.M. and after the hour of nine o'clock (9:00) P.M.

2.2 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Commission as a material term of all public Contracts:

"EQUAL EMPLOYMENT OPPORTUNITY"

In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the Contractor may be declared non-responsible and therefore ineligible for future Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.

- (4) That it will send to each labor organization or representative of Workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Fair Employment Practices Commission and the Contracting agency and will recruit employees from other sources when necessary to fulfill its obligation thereunder.
- (5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the Contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- (6) That it will permit access to all relevant books, records, accounts and Work sites by personnel of the Contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- (7) That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such Subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its Subcontractors; further, it will promptly notify the Contracting agency and the Illinois Fair Employment Practices Commission in the event any Subcontractor fails or refuses to comply therewith. In addition, no Contractor will utilize any Subcontractor declared by the Commission to be non-responsible and therefore ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of Subcontracts referred to under paragraph 7 of the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a Contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- (a) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more Contracts; or
- (b) Under which any portion of the Contractor's obligation under any one or more Contracts is performed, undertaken or assumed."

2.3 COMPLIANCE WITH FREEDOM OF INFORMATION ACT REQUESTS

Section 7(2) of the Illinois Freedom of Information Act ("FOIA") (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has Contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

2.4 RESPONSIBILITIES OF CONTRACTOR

Within ten (10) days after the signing of the Contract, the Contractor shall submit a Work schedule to the Village showing the progress to be made on the major portions of the Work, such Work schedule to be designated to complete the entire Work within the time stipulated for completion. The schedule of Work, however, shall be subject to the Director of Public Works' approval. If, at any time during the progress of Work, the Director of Public Works is of the opinion that the Contractor is not adhering to such schedule, the Director of Public Works will request the Contractor to increase his force to comply with the Work schedule. Failure of the Director of Public Works, however, to demand this shall not release the Contractor from his obligation to secure the quality of Work or the rate of progress specified.

The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the Project a qualified forestry supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor or superintendent of the Contractor shall have full authority to act on behalf of the Contractor. All communications given to the supervisor or superintendent shall be as binding as if given to the Contractor. The supervisor or superintendent shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

The Contractor shall be solely responsible for the safety of persons, property, or the Work at or adjacent to the construction site. All decisions relating to safe construction operations, the use and

proper application of equipment and materials, and the protection of the general public from construction operations shall be the responsibility of the Contractor. The Contractor shall identify a qualified supervisor or superintendent in writing who shall have the authority to act on behalf of the Contractor relative to Project safety issues. The supervisor or superintendent shall be present on the site at all times as required to maintain safe Project operations.

In the event that the designated forestry supervisor or superintendent is absent from the site, the Contractor shall designate a substitute supervisor or superintendent to act in responsible charge of the Work. Any changes in the designated construction supervisor or safety supervisor or superintendent shall be documented by written statement to the Director of Public Works at the time of the change.

2.5 CONTRACTOR'S DEFAULT FORFEITURE OF CONTRACT

The Work herein specified shall be prosecuted with such force as the Director of Public Works may deem adequate to its completion within the time specified. If the rate at which the Work is performed is not, in the judgment of the Director of Public Works, such as to insure its progress and completion in the time and manner herein specified, or if, at any time, the Contractor refuses or neglects to prosecute the Work with the force sufficient in the opinion of the Director of Public Works for its completion within the specified time, or if, in any event, the Contractor fails to proceed with the Work in accordance with the requirements and conditions of those Specifications, the Village shall have full right and authority to take the Work out of the hands of the Contractor and employ other Workmen to complete the unfinished Work, or to relet the same to other Contractors, and to deduct the expense occasioned by such default from any money that may be due to the Contractor.

2.6 ASSIGNMENT OF CONTRACT

No part of the Work herein specified shall be assigned without the written consent of the Director of Public Works, and in no case shall such consent relieve the Contractor or his surety from the obligations herein entered into by the same or change the terms of this Agreement.

2.7 SUSPENSION OF WORK

Should the Contractor, with the approval of the Director of Public Works, stop work, or should the weather conditions in the opinion of the Director of Public Works be such that the Work could not be properly and safely performed, then the Director of Public Works may order said Contractor or Contractors to suspend work until such time as weather conditions shall permit proper construction, and in any case of stoppage of work, the Contractor shall at his own expense store materials and be responsible for all accidents as though the Work was in progress.

2.8 LIMITATION OF OPERATIONS

The Contractor shall conduct the Work on this Project at all times in such a manner and in such sequence as will assure the least interference with traffic on all streets.

2.9 PERFORMANCE BOND

The Contractor shall furnish a satisfactory performance bond in the sum of the amount of the Contract in dollars guaranteeing the proper completion of the Work and the maintenance of the Work during the period of one (1) year from and after the date of the completion and acceptance

of the same. This date shall be the date shown on the Final Pay Estimate, which is submitted by the Director of Public Works for the Work performed by the Contractor. If, within this guarantee period, any Work is found by the Village to be defective, the Contractor shall promptly, without cost to the Village, and in accordance with the Village's written instructions, correct such defective Work. If the Contractor does not promptly comply with the terms of such instructions, the Village may have the defective Work corrected and all direct and indirect costs of such corrections, including compensation for any required Professional Services, shall be paid or reimbursed to the Village by the Contractor. The maintenance of the Work shall consist of: Correction of any defect in material of Workmanship furnished for such improvements, latent in character and not discernible at the time of final inspection or acceptance by the Village.

2.10 PAYMENT BOND

The Contractor shall furnish a satisfactory payment bond in the full amount of the Contract guaranteeing payment of all material used and for all labor performed.

2.11 PAYMENTS

If the rate of progress is satisfactory to the Director of Public Works, payment estimates will be submitted once a month during the progress of the improvement for ninety percent (90%) of the value of the Work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Contractor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. Upon final completion and acceptance of the Work, a final estimate will be issued for the total amount due under the Contract, less previous payments and liquidated damages. In no case will the final estimate be prepared until the Contractor has complied with all the requirements set forth and the Director of Public Works has made his final inspection of the entire Work and is satisfied that the entire Work is properly and satisfactorily constructed in accordance with the requirements of the Contract.

2.12 DIRECTOR OF PUBLIC WORKS'S AUTHORITY

The Director of Public Works shall act as the Village's representative during the construction period. The Director of Public Works shall decide any issues that may arise as to quality and acceptability of the Work performed. The Director of Public Works shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Director of Public Works will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents. The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, Workmanship, and execution of the Work.

The Director of Public Works shall NOT have control over or charge of, and shall NOT be responsible for means, methods, techniques, sequences, procedures or controls, or for safety precautions or programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Director of Public Works shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract documents. The Director of Public Works shall not have control over or charge of acts or omissions of the Contractor, Subcontractors or their agents or employees, or of any other persons performing portions of the Work.

2.13 NIGHT, SUNDAY, AND HOLIDAY WORK

No Work shall be performed under these Specifications at night or on Sunday or legal holidays without the prior, written approval of the Director of Public Works.

2.14 LOCAL REGULATIONS

The Work shall be executed in full compliance with laws and regulations of the Village of River Forest. All licenses, permits, approvals, etc., required by law or ordinarily secured under recognized good practice shall be secured by the Contractor at his own expense.

III. SPECIAL PROVISIONS

This Section amends and takes precedence over the Standard Specifications and the Supplemental Specifications.

The Special Provisions listed herein explain certain General Items pertaining to this Project, and amend the Standard Specifications in describing Work required for certain Contract Items.

3.1 SCOPE OF WORK (Tree Trimming)

The Contractor shall furnish all labor, supervision, supplies, and tools, equipment and other means necessary or proper for performing and completing the work, and shall obtain and pay for all required permits. The Contractor shall be responsible for the cleaning up of the job site and he shall repair or restore all structures and property that may be damaged or disturbed during performance of the work to the satisfaction of the Village of River Forest.

3.2 COMMENCEMENT OF WORK

Commencement of this contract will begin immediately after Contractor receives the first tree list. Subsequent tree lists will be submitted to the Contractor as they are developed. All trees to be trimmed shall be completed in accordance with the detailed specifications identified in the contract documents.

Total number of trees to be trimmed is estimated at 707 for this period.

3.3 BY WHOM THE WORK IS TO BE DONE

The Contract shall be awarded to the Contractor's name appearing on the bid, and that firm and not an affiliate of the firm or a subcontractor shall do the work. **The Contractor shall be fully licensed with the Village of River Forest before being allowed to bid.** The Contractor shall remain licensed with the Village throughout the contract period.

3.4 PERIODIC INSPECTION

The Contractor shall notify the office of the Superintendent of Operations on the morning of any workday giving the location of that day's work. The Superintendent of Operations or his representative will periodically inspect the work and will always be available should any problems arise.

3.5 METHOD OF MEASURING

Trees to be trimmed shall be measured per inch of diameter. The diameter-breast-height (DBH) shall be measured at a point four feet six inches above the highest ground level at the tree and will be determined by dividing the measured circumference at this point by 3.1416.

3.6 LOCATION OF WORK

All work will be performed within the Village of River Forest, Illinois, on public right-of-way or on property owned by the Village. All trees 12 inches in diameter or larger on inventory sheets supplied to the Contractor in the general area designated as "Section 4" on the attached map shall be pruned. All tree trimming work is to be done in accordance with the pruning specifications described in section 3.7.1

It will be the Contractor's responsibility to notify and make arrangements with the utility company for the removal of branches extending through power and/or telephone lines, so the trimming operations will not be delayed.

The Contractor shall protect sidewalks, curbs, streets, manhole covers and catch basin, housing property and automobiles from the impact of falling wood by the use of limb ground supports when needed.

3.7 PRUNING SPECIFICATIONS

All trees to be trimmed in accordance with the revised Pruning Standard for Shade Trees, latest edition, ANSI A300 (2008) pruning standards. Prune all trees so the natural form and shape of the tree is achieved so far as is possible. In the case of American Elms, prune trees so a "cathedral arch" effect is achieved. Crown reduction method preferred where parkway width is sufficient to gain specified clearances, particularly when pruning Tilia species and trees in the 12"-16" size class, with no more than one quarter of leaf surface to be removed. Balance tree evenly. Lower branches must be raised to a height of allowing 8 feet of pedestrian access at the end of a **four-year period**, and must not protrude over the curb for the same period.

3.7.1 For trees 12"-16" in diameter:

- Prune for central leader (if possible) by removing or subordinating co-dominant stems with reduction cuts.
- Prune for scaffold limb selection. Thinning or subordinating cuts may need to be made to these branches to slow their growth rate.
- Potential scaffold branches should be vertically spaced 18" apart. Scaffold branches to remain on mature tree should be spaced at 3 feet if growing above one another.
- Scaffold branches should be no more than $\frac{1}{2}$ the diameter of the trunk immediately above the branch
- Retain lateral branches along limbs, but each should be less than $\frac{1}{2}$ the diameter of the limb at attachment.

- At least ½ of the foliage should be on branches (temporary and permanent) arising in the lower 2/3 of the tree. Similarly, branches should have like distribution of foliage along their length.
- 3.71.1 Raise all lower branches and hanging branches to a minimum height of 16 feet where practical on trees over 16" in diameter. Not more than one-fourth of foliage of **mature** trees to be removed.
 - 3.71.2 Remove all sucker growth on the main trunk(s) to first main crotch. Remove all dead, dying, diseased, interfering, objectionable and weak branches and stubs greater than two inches in diameter from all trees.
To avoid misunderstanding, the terms in parts 3.71.2 above will be used as defined below:
 - 1 "Sucker Growth" - The bushy and undesirable growth of small shoots on the trunk of a tree or in close proximity to the trunk.
 - 2 "Interfering Branches" - Branches which are growing in contact with or within (15) feet of signage, manmade structures or overhanging a structure.
 - 3 "Objectionable Branches" - Branches, which are growing in such a manner that, they cause unnecessary crowding, or are undesirable if the natural form and shape of the tree is to be achieved, or are growing in a direction heading into the crown of the tree.
 - 3.71.3 Remove one of two or more crossed and/or rubbing branches greater than 2 inches in diameter from all trees where practical.
 - 3.71.4 All cuts to be made sufficiently close to parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions.
 - 3.71.5 Rope down all branches where damage could be incurred by gouging of a sodded area and/or damage to public walks. Use caution where there is the possibility of damaging adjacent privately owned shrubs, trees, or flowers.
 - 3.71.6 Pre-cut all limbs being removed whenever there is a possibility of stripping the bark.
 - 3.71.7 Report any structural weakness, decayed trunk or branches, split crotch or branches, or girdling roots within 24 hours of locating to the Forestry Supervisor.
 - 3.71.8 No person working in trees shall use shoes with spikes or any other footwear, which will, in the Village's opinion, injure the trees while work is being performed. At no time shall any person working in trees for pruning purposes wear spurs or climbing irons.
 - 3.71.9 Upon completion of pruning, there shall be a minimum of 16 feet clearance from house and buildings (including roofs).
 - 3.71.10 Clear all streetlight and traffic control devices including non-illuminated signage to allow adequate lighting and sign visibility for the length of the prune cycle. Clear small parkway trees to allow natural growth habit without severely altering the form of the larger tree.

- 3.71.11 It will be the Contractor's responsibility to notify and make arrangements with the utility company for the removal of branches extending through power and/or telephone lines, so the pruning operations will not be delayed.

3.8 CLEANUP

Immediately after trimming of a tree has been completed, the area beneath the tree shall be raked and all debris shall be removed from the area. All streets, driveways, and sidewalks shall be swept clean. Care shall also be taken not to damage other trees, shrubs, or lawn during tree trimming operations.

3.9 SAFETY

When performing tree trimming operations, the Contractor may block off the street and sidewalk in the immediate area of the work to prevent vehicles or pedestrians from entering the work area. Suitable warning signs, "Tree Trimming, Tree Work Ahead, No Through Traffic" shall be furnished and erected by the Contractor at the intersections to adequately warn motorists before they enter the work area. The Contractor shall notify the Superintendent of Operations, who will notify the West Suburban Consolidated Dispatch Center (River Forest, IL), prior to closing off a street and again when it is reopened. For further information on traffic safety, see TRAFFIC CONTROL PLAN.

3.10 REMOVAL OF DEBRIS

All debris from tree trimming operations shall be removed from the site and from the Village of River Forest by the end of that work day. No on-site or Village-owned areas will be designated as storage areas. Payment for removal and disposal of debris is to be included in the unit price. No debris or wood waste shall be given to residents. **Under no circumstances shall debris be left on the parkway or street overnight, or weekends or holidays.**

3.11 CONTRACTOR'S REPRESENTATIVE

The Contractor shall have at all times a competent foreman or superintendent on the job that shall have full authority to act for the Contractor, and to receive and execute orders from the Forestry Supervisor or appointed representative. Any instructions given to such superintendent or person executing work for the Contractor shall be binding on the Contractor as though given to him personally. Contractor's representative must be proficient in the use and interpretation of the English language.

3.12 WORKERS

The Contractors shall employ competent foremen and laborers and shall replace, at the request of the Superintendent of Operations, any incompetent, unfaithful, abusive or disorderly workers in

their employ. Only workers expert in their respective branches of work shall be employed where special skill is required.

3.13 ARBORIST CERTIFICATION & SIMILAR PROJECT EXPERIENCE

There shall be at least one “Certified Arborist” or “Certified Tree Worker” as recognized by the International Society of Arboriculture on the job site at all times. Contractor shall demonstrate that they have a minimum of 5 years of experience with tree trimming projects of similar nature and scope.

3.14 ACCIDENT PREVENTION

The Contractor shall exercise every precaution at all times for the protection of the persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. Any practice obviously hazardous in the opinion of the Village or authorized representative, shall be immediately discontinued by the Contractor upon his receipt of instructions from the Village, or authorized representative, to discontinue such practice.

The Contractor shall abide by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations.

3.15 DAMAGE TO PRIVATE OR PUBLIC PROPERTY

Plywood or other support or protection must be placed on parkway prior to operating or parking vehicle or equipment on or over the parkway. Any/all damage to private or public property as a result of the Contractor’s operation shall immediately be reported to the Village and repaired by the Contractor to the property’s pre-existing condition.

When and where possible, the Contractor should avoid operating motorized equipment on the parkways, driveways, or public walks while performing work under the provisions of this contract.

3.16 REPORTING

The Contractor shall keep daily records of work completed and submit a copy of these records to the Superintendent of Operations at the end of each work day.

3.17 PUBLIC RELATIONS

The Contractor shall maintain good public relations at all times. The Contractor shall have an English-speaking representative of the company on the job site at all times.

3.18 PARKING

No off-street parking for equipment shall be provided for by the Village of River Forest on any of the Village’s public properties.

3.19 EQUIPMENT

Contractor shall own a crane (not leased or rented) for use in order to minimize damage and expedite work within required time frame.

3.2 CONTRACT WORK HOURS

Contractor shall only work on weekdays (Monday through Friday) between the hours of 7:00 a.m. and 3:30 p.m. Unless previously authorized by the Village, no work will be allowed on weekends or legal holidays as recognized by the Village of River Forest.

3.3 OBSERVANCES OF LAWS, ORDINANCES AND REGULATIONS

The Contractor shall observe all ordinances in relation to obstructing streets or driveways, maintaining signals, keeping open passageways and protecting same where exposed and generally to observe all laws and ordinances controlling or limiting those engaged in public work, which ordinances and laws are made a part of these Specifications.

All Contractors are expected to comply fully and completely with any and all applicable State and Federal statutes, rules and regulations as they relate to hiring, wages, and any other applicable condition of employment.

The Contractor at all times during the life of this contract shall observe and abide by all federal, state and local laws which in any way affect the conduct of the work and with all decrees and orders of courts of competent jurisdiction. The Contractor shall indemnify and save harmless the Village, its officers, agents and employees against any claim or liability arising from or based on his violation of any law, ordinance, regulation, decree of order.

The Contractor shall procure at his own expense all necessary licenses and permits in connection with the work of this contract. Likewise, said Contractor shall furnish all required surety bonds and shall give all necessary foremen notices in connection with the lawful prosecution of the work of his contract.

3.4 TRAFFIC CONTROL PLAN

This item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during tree trimming operations.

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions, and any special details and Highway Standards contained herein and in the plans.

The governing factor in the execution and staging of work for this contract is to provide the motoring public with the safest possible travel conditions near the work zone. The Contractor

shall arrange his operations to keep the closing of any traffic lane(s) of the roadway to a minimum.

3.5 PEDESTRIAN SIDEWALK CONTROL

While overhead tree trimming work is taking place the Contractor shall block off the sidewalk to pedestrian traffic immediately under the trees being removed.

PROPOSAL

VILLAGE OF RIVER FOREST, ILLINOIS

2017 TREE TRIMMING PROGRAM

(Complete in Duplicate)

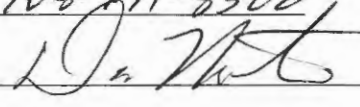
TO THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF RIVER FOREST, ILLINOIS:

This is a bid for trimming of parkway trees throughout the Village of River Forest as specified in the attached bid of the Village of River Forest attached hereto and made part of this bid.

Size Class	D.B.H.	# of Trees	Unit Price (price per tree)	Sub Total
1	12" to 24" inch diameter	<u>547</u>	<u>40.00</u>	\$ <u>21,880.</u>
2	25" to 36" Inch diameter	<u>143</u>	<u>78.50</u>	\$ <u>11,225.50</u>
3	Over 36" Inch diameter	<u>17</u>	<u>140.00</u>	\$ <u>2380.</u>
Total Amount				\$ <u>35,485.50</u>

*Estimated number of trees to be trimmed: 707

All bids shall be F.O.B. River Forest, Illinois.

Company Name: Davis Tree Care + Landscaping, Inc.
Address: 7459 Franklin Street
River Forest, IL 60130
Contact Phone #: 708-771-8500
Authorized Signature: 
Title: General Manager (Corporate Seal)

TO THE PRESIDENT AND
BOARD OF TRUSTEES
VILLAGE OF RIVER FOREST

Date: 2/24/2020

400 Park Avenue
River Forest, Illinois 60305

1. The undersigned Davis Tree Care + Landscaping, Inc.
(Name of Bidder)
7459 Franklin St. Forest Park, IL 60130
(Address of Bidder)
by Dan Norton, as General Manager
(Officer, Attorney, Manager, Secretary)

hereby proposes to furnish all labor, materials, and equipment to perform all Work necessary for the improvements described in the Specifications, and in accordance with the Project's Plans, Specifications and Bid Proposal.

2. The Project's Plans and Specifications are those prepared by The Village of River Forest, 400 Park Ave, River Forest, Illinois 60305, telephone 708-366-8500. The Specifications herein referred to are the applicable Specifications for this Work.
3. The undersigned agrees that the Village reserves the right in receiving these Proposals to waive technicalities and reject any or all Proposals, and to select such Proposal as may be for the best interest of the Village, and yet be in conformity with the Law.
4. In submitting this Proposal, the undersigned further agrees to deposit with this Proposal a Bid bond, cashier's check, or certified check in the amount of not less than ten percent (10%) of the total amount of the Bid; said bond or check to be forfeited to the Village if a Contract is awarded and the Contractor does not furnish a satisfactory surety bond for the completion of the Work, and sign the Contract therefore within ten (10) days after the award of a Contract.
5. In submitting this Proposal, the undersigned further agrees that he and his surety will execute and present within Ten (10) Days after the date of receipt of the Contract from the Village, a performance bond and a labor and material payment bond satisfactory to and in the form prescribed by the Village, in the penal sum of the full amount of the Contract, guaranteeing the faithful performance of Work in accordance with the terms of the Contract.
6. In submitting this Proposal, the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein; and that the Proposal is made without collusion with any other person, firm, or corporation.
7. The undersigned further declares that he has carefully examined the Plans, Specifications and Bid Proposal and that he has inspected, in detail, the site of the proposed Work, and that he has familiarized himself with all of the local conditions affecting the Contract and the detailed requirements of construction, and understands that in submitting this Proposal he waives all right to plead any misunderstanding regarding the same.

8. The undersigned further understands and agrees that if this Proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, and to do all of the Work, and to furnish all of the materials specified in the Contract, in the manner and at the time therein prescribed, and in accordance with the requirements set forth.
9. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined, multiplied by the unit prices shown in the Schedule of Prices contained herein.
10. The undersigned further agrees that if the Village decides to extend or shorten the Project, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the Specifications, he will perform the Work as altered, increased, or decreased at the Contract unit prices.
11. The undersigned further agrees that the Village may, at any time during the progress of the Work covered by this Contract, order other Work or materials incidental thereto and that all such Work and materials as do not appear in the Proposal or Contract as a specific item accompanied by a unit price, and which are not included under the Bid price for other items in this Contract, shall be performed as extra Work, and that he will accept as full compensation the actual cost as determined in the Specifications.
13. The undersigned further agrees to execute a Contract for this Work and present the same to the Village within Ten (10) Days from the date of receipt of the Contract from the Village.
14. The undersigned further agrees to carry the necessary Public Liability Worker's Compensation Insurance to protect the and such others as may be cited in the Specifications, from any claims that may arise in connection with the construction of said Work and furnish a Certificate of Insurance naming said parties as Additional Insureds.
15. The undersigned further agrees to submit a Work schedule to the Village not later than Ten (10) Days after the execution and approval of the Contract and Contract bond, unless otherwise provided, and to prosecute the Work in such manner and with sufficient materials, equipment, and labor and will insure its completion within the time limit specified herein, it being understood and agreed that the undersigned agrees to commence the work no sooner than the **first reported frost date in the fall of 2020** and complete the Work no later than **April 1, 2021**, unless additional time is granted by the Village in accordance with the provisions of the Specifications. In case of failure to complete the Work by the completion date set herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Village shall withhold from such sums as may be due him under the terms of this Contract, the costs as set forth in the SSRBC. These costs will be considered and be treated not as a penalty but as damages due the Village from the undersigned by reasons of inconvenience and added costs to the Village resulting from the failure of the undersigned to complete the Work within the time specified in the Contract. **The undersigned further agrees that unit prices within this Contract will be used to perform tree trimming work as needed in the Village through April 30, 2021.**

16. The undersigned further understands that payment for this Work is to be made in cash and that he is to look to the Village for said payment upon presentation of Waivers of Liens.
17. The undersigned further understands that the Village shall make payments to the Contractor on the Director of Public Works' Estimate only, at intervals of not less than once a month, and at such other times as the Director of Public Works may submit them, for Work performed, or for substantial amounts of material delivered to the improvement site, with a deducted reserve of Ten Percent (10%) to be held until completion of the Contract. No payments will be made until presentation of a duly executed waiver, or waivers of lien, equal to the amount of Director of Public Works' Estimate and the final payment shall be made only upon the Director of Public Works Final Estimate and presentation of final waiver for material and labor furnished together with the Contractor's sworn statement.
18. The undersigned submits herewith his Schedule of Prices covering the Work to be performed under this Contract; he understands that he must show in the Schedule the unit prices for which he proposes to perform each item of Work, that the extensions must be made by him, and that if not so done, his Proposal may be rejected as irregular.

SIGNATURES

(IF AN INDIVIDUAL)

Signature of Bidder

Business Address

Telephone Number

(IF A CO-PARTNERSHIP)

Firm Name

Signed By

Business Address

Telephone Number

(INSERT NAMES & ADDRESSES

OF ALL MEMBERS OF THE FIRM)

(IF A CORPORATION)

Corporate Name

Signed By

President

Business Address

Telephone Number

Fax Number

(INSERT NAMES OF OFFICERS)

President

Secretary

ATTEST:

Secretary

(SEAL)

Treasurer

SUBCONTRACTORS LIST

The Bidder hereby states the following items of Work will not be performed by its organization. (List items to be subcontracted as well as the names, addresses and phone numbers of the subcontractors.)

1) N/A Type of Work _____

Addr _____ City _____ State _____ Zip _____

2) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

3) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

4) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

5) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

6) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

7) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

8) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

As used in this certificate the term "subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplies or services. If this certificate is submitted as part of a Bid or Proposal the term "Seller" shall be deemed to refer to the Bidder or Offeror, or Subcontractor or Supplier. This certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt Contracts/subcontracts awarded while this certificate is in effect. The undersigned Seller certifies the following to the Village of RIVER FOREST hereinafter referred to as Buyer:

- A. **REPORTS:** Within thirty (30) days after Buyer's award to Seller of any Contract/subcontract and prior to each March 31 thereafter during the performance of Work under said subcontract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein unless Seller has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such report.
- B. **PRIOR REPORTS:** Seller, if it has participated in previous Contract or subcontract subject to the Equal Opportunity Clause (41 C.F.R. Sec. 60-1.4 (a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from Equal Opportunity Clause.
- C. **CERTIFICATION OF NON SEGREGATED FACILITIES:** Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it do not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, Work area, rest rooms, wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise.

C. CERTIFICATION OF NONSEGREGATED FACILITIES: (Cont'd.)

Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A certification on Nonsegregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).

D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM: Prior to 120 days after receipt of any subcontract in the amount of \$50,000 or more from Buyer, if it has 50 or more employees and it is not otherwise exempt under 41 C.F.R. Part 60-1, shall have developed for each of his establishments a written affirmative action compliance program as called for in 41 C.F.R. Sec. 60-1.40. Seller will also require its lower-tier subcontractors who have 50 or more employees and receive a subcontract of \$50,000 or more and who are not otherwise exempt under 41 C.F.R. Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R. Sec. 60-1.40.

E. Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.

Executed this 24th day of February 2020 by:

Davis Tree Care & Landscaping, Inc.
Firm name

By: [Signature]

General Manager
Title

(Seller)

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or Contractor shall receive a grant or be considered for the purposes of being awarded a Contract for the procurement of any property or services from the State unless that grantee or Contractor has certified to the State that the grantee or Contractor will provide a drug free Workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract or grant payments, termination of the Contract or grant and debarment of Contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

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

The Contractor/grantee certifies and agrees that it will provide a drug free Workplace by:

(a) Publishing a statement:

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

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

- (1) the dangers of drug abuse in the Workplace;
- (2) the grantee's or Contractor's policy of maintaining a drug free Workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the

performance of the Contract or grant and to post the statement in a prominent place in the Workplace.

- (d) Notifying the Contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free Workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Davis Tree Care + Landscaping, Inc.
Printed Name of Organization

[Signature]
Signature of Authorized Representative

Dan Norton, General Manager 2/24/2020
Printed Name and Title Date

Requisition/Contract/Grant ID Number

**CERTIFICATION THAT CONTRACTOR IS NOT BARRED FROM
PUBLIC CONTRACTING DUE TO BID-RIGGING OR
BID ROTATING CONVICTIONS**

WHEREAS, a conviction for the offense of Bid-rigging or Bid rotating bars a person or entity from Bidding on public Contracts (720 ILCS 5/33E-3 and 33E-4), and

WHEREAS, Section 33E-11 of the Criminal Code (720 ILCS 5/33E-11) requires Bidders and Contractors to certify on a form provided by the unit of local government or school district that they are not barred from public Contracting due to Bid-rigging or Bid rotating convictions.

NOW THEREFORE, IT IS HEREBY CERTIFIED THAT the undersigned,

Davis Tree Care & Landscaping, Inc.
(individual, firm, corporation or other entity)

is not barred from Bidding on or entering into public Contracts due to having been convicted of Bid-rigging or Bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. The undersigned also certifies that no officers or employees of the Bidder or the Contractor have been so convicted and that the Bidder or Contractor is not the successor company or a new company created by the officers or owners of one so convicted. It is further certified that any such conviction occurring after the date of this certification will be reported to the above public body in writing, within seven (7) days of such conviction, if it occurs during any Bidding process, Contract term or otherwise prior to the entering into any Contract therewith.

DATE: 2/24/2020

By: [Signature], General Manager

ATTEST:

Tina M Romero

(SEAL)



**CONTRACTOR CERTIFICATION
SEXUAL HARASSMENT POLICY**

Davis Tree Care + Landscaping ("Contractor"), having submitted a Bid to the Village of River Forest, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

Signed by: _____ (Corporate Seal)
Davis Tree Care + Landscaping, Inc.

Title: Dan Naton General Manager
Name & Address 7459 Frankli. St.
of Contractor Forest Park, IL 60130
or Vendor [Signature], Inc.

Subscribed and sworn to before me

this 24 day of Feb, 2020

Tina M Romero

Notary Public



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Davis Tree Care & Landscaping, Inc.
7459 Franklin Street
Forest Park, IL 60130

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company

175 Berkeley Street

Boston, MA 02116

Mailing Address for Notices

same as above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Village of River Forest
400 Park Avenue
River Forest, IL 60305

BOND AMOUNT: 10%

Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

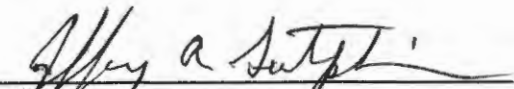
Parkway Tree Pruning

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of March, 2020.


(Officer)

Davis Tree Care & Landscaping, Inc.

(Principal)

(Seal)

By: 

(Title) Office Manager

The Ohio Casualty Insurance Company

(Surety)

(Seal)

By: 

(Title) Kristen Schmidt

Attorney-in-Fact

(Witness) See Attached Jurat

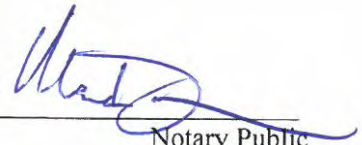


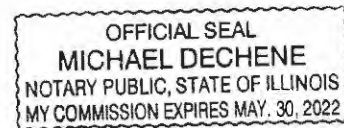
STATE OF ILLINOIS
COUNTY OF WILL

I, **Michael Dechene** a Notary Public in and for the state and county aforesaid, do hereby certify that **Kristen Schmidt** of **Orland Park, Illinois** who is personally known to me, appeared before me this day and acknowledged that she signed, sealed and delivered the foregoing instrument as her free voluntary act as **Attorney-in-Fact** of **The Ohio Casualty Insurance Company** the free and voluntary act of the **The Ohio Casualty Insurance Company** for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of March A.D. 2020

My commission expires May, 30, 2022
NOTARIAL JURAT


Notary Public



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 mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**Liberty
Mutual.**

SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Kristen Schmidt of the city of Orland Park, state of IL, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Davis Tree Care & Landscaping, Inc.

Obligee Name: Village of River Forest

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of December, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

ss

On this 12th day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of March, 2020.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary



MEMORANDUM

DATE: March 18, 2020

TO: Eric J. Palm, Village Administrator

FROM: John Anderson, Director of Public Works

SUBJECT: Award of Contract - 2020 Tree and Stump Removal Program

Issue: Staff is seeking the award of a contract for the 2020 Tree and Stump Removal Program.

Analysis: The removal of approximately 80 parkway trees which will be identified for removal due to disease or the declining health of the tree will be necessary in 2020. This is a continuation of the contractual removal program. It was determined that the contractual removal program is a cost effective method of making sure the needed removals are performed on a continuing basis to supplement tree removals performed by Public Works staff. This program also allows Village forestry crews to continue with their portion of tree pruning and removals throughout the Village.

Staff received and opened two competitive bids on March 11, 2020. As the attached bid tabulation indicates, Homer Tree Care, Inc. was the lowest bidder based on the cost of removal for \$14.00 per inch for trees up to 25 inches in diameter, \$23.75 per inch for trees over 25 inches in diameter, and \$90.00 per stump removal as seen in the attached bid tabulation. The amount budgeted for contractual tree removals is \$44,000. The Village has previously worked with Homer Tree Care, Inc. for the past four years as the primary tree removal contractor and they have performed well. They have also had numerous municipal tree removal and pruning contracts throughout the local area in recent years. Homer Tree Care, Inc. has experience working on large tree removal contracts. Accordingly, we recommend the award of the 2020 Tree and Stump Removal Contract to Homer Tree Care, Inc.

Recommendation: If the Village Board concurs with Staff's recommendation, the following motion would be appropriate: Motion to award the 2020 Tree and Stump Removal Program to Homer Tree Care, Inc. in the not to exceed amount of \$44,000 and authorize the Village Administrator to execute the contract agreement.

River Forest 2020-21 Tree and Stump Removal Bid Tabulation

Bid Criteria	Classification	DBH Range	Total inches per DBH Range (estimated)	Price per inch (\$)	Total (price per inch X total inches per DBH range)
	1	Up to 25"	972		
	2	Over 25"	780		
	Stump		Qty. 80	Price per stump (\$)	Total (price per stump X 80)
	\$				Grand Total (Class 1+2+stumps)

Company	Bid per DBH Range		Bid per Stump		Total Cost	Rank
Steve Piper & Sons	Up to 25"	\$18.25	Ea.	\$146.00	\$50,128.00	2
	Over 25"	\$26.55				
Homer Tree Care Inc.	Up to 25"	\$14.00	Ea.	\$90.00	\$39,333.00	1
	Over 25"	\$23.75				
	Up to 25"		Ea.		\$0.00	
	Over 25"					
	Up to 25"		Ea.		\$0.00	
	Over 25"					
	Up to 25"		Ea.		\$0.00	
	Over 25"					
	Up to 25"		Ea.		\$0.00	
	Over 25"					
	Up to 25"		Ea.		\$0.00	
	Over 25"					



CALL FOR BIDS

- I. Name of Project: 2020 Tree and Stump Removal Program
- II. Instructions and Specifications:
A. Bid Opening Date/Time: Wednesday, March 11, 2020 at 10:00 A.M.
- III. Required of All Bidders:
A. Bid Deposit: 10%

This document comprises 38 pages

RETURN ORIGINAL BID IN SEALED ENVELOPE MARKED WITH THE PROJECT NAME AS NOTED ABOVE TO:

John Anderson
DIRECTOR OF PUBLIC WORKS
VILLAGE OF RIVER FOREST
400 PARK AVENUE
RIVER FOREST, IL 60305
PHONE: 708-714-3550
FAX: 708-366-3702



INSTRUCTIONS

The Village of River Forest, County of Cook, Illinois, invites sealed bids for the removal of parkway trees throughout the Village of River Forest.

The Village of River Forest will open bids at the location, date, and time stated below:

Location: Village of River Forest Municipal Complex
400 Park Avenue
River Forest, Illinois 60305

Date: Wednesday, March 11, 2020

Time: 10:00 A.M.

All bids are required to be delivered to the Office of the Director of Public Works, 2nd Floor of the River Forest Village Hall, 400 Park Avenue, on or before the date and time stated above.

Bids will be publicly opened at that time in the Village Hall Community Room, 400 Park Avenue, River Forest, Illinois.

Any bid received after the date and time specified above will be returned to the Bidder unopened. Bid shall be submitted in duplicate and enclosed in a sealed opaque envelope marked "2020" Tree and Stump Removal Program."

It is intended that a contract will be awarded to the low Bidder provided that such low Bidder can establish competence to fulfill all provisions in the contract.

Include in bid all costs of labor, material, equipment, allowances, all federal taxes, insurance and contingencies with overhead and profit necessary to complete the work for which bid is made, including all trades, without further cost to the Village.

No compensation will be allowed by reason of any difficulties which the Bidder could have discovered or reasonably anticipated prior to bidding.

The Village reserves the right to reject any and/or all bids, to waive minor informalities, or to make an award other than to the low Bidder according to his own judgment which is in the best interest of the Village of River Forest.

A Bid Bond or Certified Check shall accompany each bid in the amount of ten percent (10%) of the total sum of the Bid, made payable to Village of River Forest. Same, which it is agreed, shall be claimed by Village as Village's property if Bidder to whom Contract award has been made, defaults in executing

agreement within ten (10) calendar days of written notification of contract award to him, or if Bidder fails to furnish the Village the required Payment of Performance Bond. Security of all Bidders will be returned on signing of the contract or rejection of all bids.

A certificate of insurance indemnifying the Village of River Forest, its officers, agents and employees against any claims for any and all types of accidents, which may arise in connection with any work performed under this contract, shall be provided by the contractor before contract award is made.

The Contractor shall furnish to the Director of Public Works final waivers of lien for labor and materials upon completion of the project and before final payment.

Any contractor in doubt as to the true meaning of any part of the specifications or other contract documents, may request in writing an interpretation thereof from the Village or representative. The person requesting the interpretation shall be responsible for its prompt delivery. The interpretation will be made by written addendum duly issued by the Village. If a written addendum is issued, either as a result of a request for an interpretation or as a result of a change in the specifications initiated by the Village, a copy of such addendum will be mailed to all prospective contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the contractor's responsibility to obtain all addenda issued. Contractors will provide written acknowledgement of receipt of each addendum issues with the bid submission.

II. GENERAL PROVISIONS

1. STANDARD SPECIFICATIONS

- 1.1 The applicable "Standard Specifications," as listed below, shall apply to all Work performed under this Contract unless revised by the Supplemental Specifications, as set forth in Section 2 below, and the Special Provisions that are also included as part of this Project.

2. SUPPLEMENTAL SPECIFICATIONS

- 2.1 The following "Supplemental Specifications" supplement the Standard Specifications. In case of conflict with any part, or parts, of said Standard Specifications, the Supplemental Specifications shall take precedence and shall govern. The following section numbers used are in reference to those section numbers used in the SSRBC.

107.01 Laws to be Observed

107.01.01 Sexual Harassment Policy

The Contractor shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

107.01.02 Eligibility for Employment in the United States

The Contractor shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Contractor to verify that persons employed by the Contractor are eligible to Work in the United States.

107.01.03 Civil Rights

The Contractor shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

107.01.04 Foreign Corporation

Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

107.01.05 Confidentiality of Information

Any documents, data, records, or other information relating to the Project and all information secured by the Contractor from the Village in connection with the performance of services, unless in the public domain, shall be kept confidential by the Contractor and shall not be made available to third parties without written consent of the Village, unless so required by court order.

107.26 Indemnification

Delete the first paragraph of Article 107.26 of the SSRBC and substitute the following:

To the fullest extent permitted by law, the Contractor shall be responsible for any and all injuries to persons or damages to property due to the negligent or willful act or omission of the Contractor arising or in consequence of the performance of the Work by the Contractor. The Contractor

hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents, employees, attorneys and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Village, its officials, agents, employees, attorneys and volunteers due to the negligent or willful act or omission of the Contractor arising in or in consequence of the performance of this Work by the Contractor. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith; and, if any judgment shall be rendered against the Village, its officials, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. The Village, its officials, agents, employees, attorneys and volunteers shall have the right to select their own counsel and the right to direct their own defense.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents, employees, attorneys and volunteers as herein provided.

107.27 Insurance

Add the following to Article 107.27 of the SSRBC:

107.27.1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A) Pre-2004 version, CG 2026 (Exhibit B) Pre-2004 version.
- B. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- C. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

107.27.2 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, agents, employees, attorneys and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

107.27.3 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

107.27.3.1 General Liability and Automobile Liability Coverages

- A. The Village, its officials, agents, employees, attorneys and volunteers are to be covered as insureds as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, attorneys or volunteers.
- B. The Contractor's insurance coverage shall be primary insurance as respects the Village, its officials, employees, agents, attorneys and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees, attorneys or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees, or volunteers.
- D. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.
- F. All general liability coverages shall be provided on an occurrence basis. Claims-made general liability policies are not acceptable.

107.27.3.2 Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees, attorneys and volunteers for losses arising from Work performed by Contractor. Compensation Limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident.

107.27.4 Verification of Coverage

The Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, attorneys and volunteers, as additional insureds (Exhibit D), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the member before any Work commences. The attached Additional Insured Endorsement (Exhibit E) shall be provided to the insurer for its use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the

coverage stated on the attached endorsement (Exhibit E), such as ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B). The Village reserves the right to request full certified copies of the insurance policies and endorsements.

107.27.5 Subcontractors

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

The Village of River Forest, its officers, employees, agents, attorneys and volunteers shall be named as additional insured. Liability coverage is primary with respects to the additional insureds.

107.27.6 Assumption of Liability

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-Contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any Work performed pursuant to this agreement.

EXHIBIT A

CG 20 10 03 97

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULE PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

Copyright, Insurance Services Office, Ins. 1996

EXHIBIT B

CG 20 26 11 85

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Copyright, Insurance Services Office, Ins. 1984

EXHIBIT C

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location and Description of Completed Operations
Information required to complete this Section, if not shown above, will be shown in the Declarations.	

Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your Work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products—completed operations hazard".

EXHIBIT D

(EXAMPLE)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) Completed	
PRODUCER Fully Completed				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Fully Completed				INSURERS AFFORDING COVERAGE		NAIC #	
				INSURER A: Name of Insurance Company		Completed	
				INSURER B: Name of Insurance Company		Completed	
				INSURER C: Name of Insurance Company		Completed	
				INSURER D: Name of Insurance Company		Completed	
				INSURER E: Name of Insurance Company		Completed	
COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY CG001 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNERS & CONT PROT ((IF REQUIRED)) <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIER PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea. Occur.) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG	\$ 1,000,000 \$ 50,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 1,000,000
A		AUTOMOBILE LIABILITY CA001 <input checked="" type="checkbox"/> ANY AUTO CA001 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident) BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE (PER ACCIDENT)	\$ 1,000,000 \$ \$ \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG	\$ \$ \$
B	X	EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE AGGREGATE	\$ per request \$ per request
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	\$ \$ 1,000,000 \$ 500,000 \$ 500,000
		OTHER Professional Liability (If requested)	Policy Number	Policy Start Date	Policy End Date		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS							
List Project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.							
CERTIFICATE HOLDER				CANCELLATION			
Additional Insured: Village of River Forest, its officials, employees, agents, attorneys and volunteers				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.			
				SIGNATURE OF AUTHORIZED AGENT			

EXHIBIT E

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Name of Insured:
Policy Number:
Policy Period:
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your Work".

For purposes of this endorsement, "arising out of your Work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a Contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors Work.
3. Liability the Additional Insured may incur for failure to maintain safe Worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

Original Created – 1/2002
Revised – 1/2005

108.06 Labor, Methods, and Equipment
Add the following to Article 108.06 of the SSRBC:

108.06.1 Overtime Work

Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, all Work at the site shall be performed during regular Working hours; and the Contractor will not permit overtime Work or the performance of Work on Saturday, Sunday or any legal holiday without the Director of Public Works' written consent given after prior written notice. Regular Working hours shall be a consecutive eight hour period between the hours of seven o'clock (7:00) A.M. and six o'clock (6:00) P.M., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction Work shall be performed before the hour of seven o'clock (7:00) A.M. and after the hour of nine o'clock (9:00) P.M.

2.2 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Commission as a material term of all public Contracts:

“EQUAL EMPLOYMENT OPPORTUNITY”

In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the Contractor may be declared non-responsible and therefore ineligible for future Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.

- (4) That it will send to each labor organization or representative of Workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Fair Employment Practices Commission and the Contracting agency and will recruit employees from other sources when necessary to fulfill its obligation thereunder.
- (5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the Contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- (6) That it will permit access to all relevant books, records, accounts and Work sites by personnel of the Contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- (7) That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such Subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its Subcontractors; further, it will promptly notify the Contracting agency and the Illinois Fair Employment Practices Commission in the event any Subcontractor fails or refuses to comply therewith. In addition, no Contractor will utilize any Subcontractor declared by the Commission to be non-responsible and therefore ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of Subcontracts referred to under paragraph 7 of the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a Contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- (a) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more Contracts; or
- (b) Under which any portion of the Contractor's obligation under any one or more Contracts is performed, undertaken or assumed."

2.3 COMPLIANCE WITH FREEDOM OF INFORMATION ACT REQUESTS

Section 7(2) of the Illinois Freedom of Information Act ("FOIA") (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has Contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

2.4 RESPONSIBILITIES OF CONTRACTOR

Within ten (10) days after the signing of the Contract, the Contractor shall submit a Work schedule to the Village showing the progress to be made on the major portions of the Work, such Work schedule to be designated to complete the entire Work within the time stipulated for completion. The schedule of Work, however, shall be subject to the Director of Public Works' approval. If, at any time during the progress of Work, the Director of Public Works is of the opinion that the Contractor is not adhering to such schedule, the Director of Public Works will request the Contractor to increase his force to comply with the Work schedule. Failure of the Director of Public Works, however, to demand this shall not release the Contractor from his obligation to secure the quality of Work or the rate of progress specified.

The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the Project a qualified forestry supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor or superintendent of the Contractor shall have full authority to act on behalf of the Contractor. All communications given to the supervisor or superintendent shall be as binding as if given to the Contractor. The supervisor or superintendent shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

The Contractor shall be solely responsible for the safety of persons, property, or the Work at or adjacent to the construction site. All decisions relating to safe construction operations, the use and

proper application of equipment and materials, and the protection of the general public from construction operations shall be the responsibility of the Contractor. The Contractor shall identify a qualified supervisor or superintendent in writing who shall have the authority to act on behalf of the Contractor relative to Project safety issues. The supervisor or superintendent shall be present on the site at all times as required to maintain safe Project operations.

In the event that the designated forestry supervisor or superintendent is absent from the site, the Contractor shall designate a substitute supervisor or superintendent to act in responsible charge of the Work. Any changes in the designated construction supervisor or safety supervisor or superintendent shall be documented by written statement to the Director of Public Works at the time of the change.

2.5 CONTRACTOR'S DEFAULT FORFEITURE OF CONTRACT

The Work herein specified shall be prosecuted with such force as the Director of Public Works may deem adequate to its completion within the time specified. If the rate at which the Work is performed is not, in the judgment of the Director of Public Works, such as to insure its progress and completion in the time and manner herein specified, or if, at any time, the Contractor refuses or neglects to prosecute the Work with the force sufficient in the opinion of the Director of Public Works for its completion within the specified time, or if, in any event, the Contractor fails to proceed with the Work in accordance with the requirements and conditions of those Specifications, the Village shall have full right and authority to take the Work out of the hands of the Contractor and employ other Workmen to complete the unfinished Work, or to relet the same to other Contractors, and to deduct the expense occasioned by such default from any money that may be due to the Contractor.

2.6 ASSIGNMENT OF CONTRACT

No part of the Work herein specified shall be assigned without the written consent of the Director of Public Works, and in no case shall such consent relieve the Contractor or his surety from the obligations herein entered into by the same or change the terms of this Agreement.

2.7 SUSPENSION OF WORK

Should the Contractor, with the approval of the Director of Public Works, stop work, or should the weather conditions in the opinion of the Director of Public Works be such that the Work could not be properly and safely performed, then the Director of Public Works may order said Contractor or Contractors to suspend work until such time as weather conditions shall permit proper construction, and in any case of stoppage of work, the Contractor shall at his own expense store materials and be responsible for all accidents as though the Work was in progress.

2.8 LIMITATION OF OPERATIONS

The Contractor shall conduct the Work on this Project at all times in such a manner and in such sequence as will assure the least interference with traffic on all streets.

2.9 PERFORMANCE BOND

The Contractor shall furnish a satisfactory performance bond in the sum of the amount of the Contract in dollars guaranteeing the proper completion of the Work and the maintenance of the Work during the period of one (1) year from and after the date of the completion and acceptance

of the same. This date shall be the date shown on the Final Pay Estimate, which is submitted by the Director of Public Works for the Work performed by the Contractor. If, within this guarantee period, any Work is found by the Village to be defective, the Contractor shall promptly, without cost to the Village, and in accordance with the Village's written instructions, correct such defective Work. If the Contractor does not promptly comply with the terms of such instructions, the Village may have the defective Work corrected and all direct and indirect costs of such corrections, including compensation for any required Professional Services, shall be paid or reimbursed to the Village by the Contractor. The maintenance of the Work shall consist of:

- 2.9.1 Correction of any defect in material of Workmanship furnished for such improvements, latent in character and not discernible at the time of final inspection or acceptance by the Village.

2.10 PAYMENT BOND

The Contractor shall furnish a satisfactory payment bond in the full amount of the Contract guaranteeing payment of all material used and for all labor performed.

2.11 PAYMENTS

If the rate of progress is satisfactory to the Director of Public Works, payment estimates will be submitted once a month during the progress of the improvement for ninety percent (90%) of the value of the Work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Contractor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. Upon final completion and acceptance of the Work, a final estimate will be issued for the total amount due under the Contract, less previous payments and liquidated damages. In no case will the final estimate be prepared until the Contractor has complied with all the requirements set forth and the Director of Public Works has made his final inspection of the entire Work and is satisfied that the entire Work is properly and satisfactorily constructed in accordance with the requirements of the Contract.

2.12 DIRECTOR OF PUBLIC WORKS'S AUTHORITY

The Director of Public Works shall act as the Village's representative during the construction period. The Director of Public Works shall decide any issues that may arise as to quality and acceptability of the Work performed. The Director of Public Works shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Director of Public Works will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents. The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, Workmanship, and execution of the Work.

The Director of Public Works shall NOT have control over or charge of, and shall NOT be responsible for means, methods, techniques, sequences, procedures or controls, or for safety precautions or programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Director of Public Works shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract documents. The Director of Public Works shall not have control over or charge of acts or omissions of the Contractor, Subcontractors or their agents or employees, or of any other persons performing portions of the Work.

2.13 NIGHT, SUNDAY, AND HOLIDAY WORK

No Work shall be performed under these Specifications at night or on Sunday or legal holidays without the prior, written approval of the Director of Public Works.

2.14 LOCAL REGULATIONS

The Contractor shall observe all ordinances in relation to obstructing streets or driveways, maintaining signals, keeping open passageways and protecting same where exposed and generally to observe all laws and ordinances controlling or limiting those engaged in public work, which ordinances and laws are made a part of these Specifications.

All Contractors are expected to comply fully and completely with any and all applicable State and Federal statutes, rules and regulations as they relate to hiring, wages, and any other applicable condition of employment.

The Contractor at all times during the life of this contract shall observe and abide by all federal, state and local laws which in any way affect the conduct of the work and with all decrees and orders of courts of competent jurisdiction. The Contractor shall indemnify and save harmless the Village, its officers, agents and employees against any claim or liability arising from or based on his violation of any law, ordinance, regulation, decree of order.

The Contractor shall procure at his own expense all necessary licenses and permits in connection with the work of this contract. Likewise, said Contractor shall furnish all required surety bonds and shall give all necessary foremen notices in connection with the lawful prosecution of the work of his contract.

III. SPECIAL PROVISIONS

This Section amends and takes precedence over the Standard Specifications and the Supplemental Specifications.

The Special Provisions listed herein explain certain General Items pertaining to this Project, and amend the Standard Specifications in describing Work required for certain Contract Items.

<u>SCOPE OF WORK (Tree Removal)</u>
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The Contractor shall furnish all labor, supervision, supplies, and tools, equipment and other means necessary or proper for performing and completing the work, and shall obtain and pay for all required permits. The Contractor shall be responsible for the cleaning up of the job site and he shall repair or restore all structures and property that may be damaged or disturbed during performance of the work to the satisfaction of the Village of River Forest.

LOCATION

All work will be performed within the Village of River Forest, Illinois, on public right-of-way or on property owned by the Village.

COMMENCEMENT OF WORK

Commencement of this contract will begin immediately after Contractor receives first removal list. Trees will be marked with a white painted "x" on the trunk. **All trees marked for removal shall be removed within 10 calendar days of the receipt of the list.**

Subsequent tree removal lists will be submitted to the Contractor as they are developed. All trees to be removed shall be completed in accordance with the detailed specifications identified in the contract documents.

Total number of trees to be removed is estimated at 80 for this period.

BY WHOM THE WORK IS TO BE DONE

The Contract shall be awarded to the Contractor's name appearing on the bid, and that firm and not an affiliate of the firm or a subcontractor shall do the work. **The Contractor shall be fully licensed with the Village of River Forest before being allowed to bid.** The Contractor shall remain licensed with the Village throughout the contract period.

PERIODIC INSPECTION

The Contractor shall notify the office of the Superintendent of Operations on the morning of any workday giving the location of that day's work. The Superintendent of Operations or his representative will periodically inspect the work and will always be available should any problems arise.

METHOD OF MEASURING

Trees to be removed shall be measured per inch of diameter. The diameter-breast-height (DBH) shall be measured at a point four feet six inches above the highest ground level at the tree and will be determined by dividing the measured circumference at this point by 3.1416.

LOCATION OF TREE REMOVAL WORK

All marked trees in the Village parkway on the streets in the general area shall be removed. All stems shall be removed to a point that leaves a stump no more than **4 inches (4") high**. All tree removal work is to be done in accordance with the enclosed removal specifications.

It will be the Contractor's responsibility to notify and make arrangements with the utility company for the removal of branches extending through power and/or telephone lines, so the trimming operations will not be delayed.

The Contractor shall protect sidewalks, curbs, streets, manhole covers and catch basin, housing property and automobiles from the impact of falling wood by the use of limb ground supports when needed.

CLEANUP

Immediately after removal of a tree has been completed, the area beneath the tree shall be raked and all debris shall be removed from the area. All streets, driveways, and sidewalks shall be swept clean. Care shall also be taken not to damage other trees, shrubs, or lawn during tree removal operations.

SAFETY

When performing tree removal operations, the Contractor may block off the street and sidewalk in the immediate area of the work to prevent vehicles or pedestrians from entering the work area. Suitable warning signs, "Tree Removal, No Through Traffic" shall be furnished and erected by the Contractor at the intersections to adequately warn motorists before they enter the work area. The Contractor shall notify the Superintendent of Operations, who will notify the West Suburban Consolidated Dispatch Center (River Forest, IL), prior to closing off a street and again when it is reopened. For further information on traffic safety, see TRAFFIC CONTROL PLAN.

REMOVAL OF DEBRIS

All debris from tree removal operations shall be removed from the site and from the Village of River Forest by the end of that work day. No on-site or Village-owned areas will be designated as log storage areas. Payment for removal and disposal of debris is to be included in the unit price. No debris or logs shall be given to residents. **Under no circumstances shall debris be left on the parkway or street overnight, or weekends or holidays.**

CONTRACTOR'S REPRESENTATIVE

The Contractor shall have at all times a competent foreman or superintendent on the job that shall have

full authority to act for the Contractor, and to receive and execute orders from the Forestry Supervisor or appointed representative. Any instructions given to such superintendent or person executing work for the Contractor shall be binding on the Contractor as though given to him personally. Contractor's representative must be proficient in the use and interpretation of the English language.

WORKERS

The Contractors shall employ competent foremen and laborers and shall replace, at the request of the Superintendent of Operations, any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required.

ARBORIST CERTIFICATION & SIMILAR PROJECT EXPERIENCE

There shall be at least one "Certified Arborist" or "Certified Tree Worker" as recognized by the International Society of Arboriculture on the job site at all times. Contractor shall demonstrate that they have a minimum of 5 years of experience with tree removal projects of similar nature and scope.

ACCIDENT PREVENTION

The Contractor shall exercise every precaution at all times for the protection of the persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. Any practice obviously hazardous in the opinion of the Village or authorized representative, shall be immediately discontinued by the Contractor upon his receipt of instructions from the Village, or authorized representative, to discontinue such practice.

The Contractor shall abide by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations.

DAMAGE TO PRIVATE OR PUBLIC PROPERTY

Plywood or other support or protection must be placed on parkway prior to operating or parking vehicle or equipment on or over the parkway. Any/all damage to private or public property as a result of the Contractor's operation shall immediately be reported to the Village and repaired by the Contractor to the property's pre-existing condition.

When and where possible, the Contractor should avoid operating motorized equipment on the parkways, driveways, or public walks while performing work under the provisions of this contract.

REPORTING

The Contractor shall keep daily records of work completed and submit a copy of these records to the Superintendent of Operations at the end of each work day.

PUBLIC RELATIONS

The Contractor shall maintain good public relations at all times. The Contractor shall have an English-speaking representative of the company on the job site at all times.

PARKING

No off-street parking for equipment shall be provided for by the Village of River Forest on any of the Village's public properties.

EQUIPMENT

Under no circumstances shall any motorized equipment be permitted to be driven on the parkways, driveways, or public walks while performing work under the provisions of this contract. **Contractor shall own a crane** (not leased or rented) for use in removals in order to minimize damage and expedite work within required time frame.

CONTRACT WORK HOURS

Contractor shall only work on weekdays (Monday through Friday) between the hours of 7:00 a.m. and 3:30 p.m. Unless previously authorized by the Village, no work will be allowed on weekends or legal holidays as recognized by the Village of River Forest.

TRAFFIC CONTROL PLAN

This item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during tree removal operations.

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions, and any special details and Highway Standards contained herein and in the plans.

The governing factor in the execution and staging of work for this contract is to provide the motoring public with the safest possible travel conditions near the work zone. The Contractor shall arrange his operations to keep the closing of any traffic lane(s) of the roadway to a minimum.

PEDESTRIAN SIDEWALK CONTROL

While overhead removal work is taking place the Contractor shall block off the sidewalk to pedestrian traffic immediately under the trees being removed.

LOCATION AND DATE

All tree removal work defined in this bid packet shall take place in the Village of River Forest, Illinois before May 1, 2021.

PAYMENT AND WAIVERS OF LIEN

All invoices shall identify each tree's location, date removed and diameter of the tree, and shall be certified by the Superintendent of Operations or designee. Final payment will be processed within 30 days of submission of final invoice. No partial payments will be processed. The Contractor shall furnish to the Director of Public Works final Waivers of Lien for labor and materials upon completion of the project and before final payment. A ten percent (10%) retainage will be withheld until receipt of final waivers.

SCOPE OF WORK (Stump Removal)

The Contractor shall furnish all labor, supervision, supplies, and tools, equipment and other means necessary or proper for performing and completing the work, and shall obtain and pay for all required permits. The Contractor shall be responsible for the cleaning up of the job site and he shall repair or restore all structures and property that may be damaged or disturbed during performance of the work to the satisfaction of the Village of River Forest.

LOCATION

All work will be performed within the Village of River Forest, Illinois, on public right-of-way or on property owned by the Village.

COMMENCEMENT OF WORK

Commencement of this contract will begin immediately after Contractor receives the first list. The bidder shall remove and restore all stumps designated within time frame specified for stump removals unless the Superintendent of Operations grants an extension.

Subsequent stump removal lists will be submitted to the Contractor as they are developed.

Total number of stumps to be removed is estimated at 80 for this period.

BY WHOM THE WORK IS TO BE DONE

The Contract shall be awarded to the Contractor's name appearing on the bid, and that firm and not an affiliate of the firm or a subcontractor shall do the work. **The Contractor shall be fully licensed with the Village of River Forest before being allowed to bid.** The Contractor shall remain licensed with the Village throughout the contract period.

PERIODIC INSPECTION

The Contractor shall notify the office of the Superintendent of Operations on the morning of any workday giving the location of that day's work. The Superintendent of Operations or his representative will periodically inspect the work and will always be available should any problems arise.

NOTIFICATION BY THE VILLAGE

The Village will provide the Contractor with a list of addresses and the locations of tree stumps. Lists must be completed (sites ground and restored) within 10 calendar days.

J.U.L.I.E.

The Contractor shall adhere to all current J.U.L.I.E. laws and regulations regarding underground excavations. Any damage done to underground utilities or infrastructure, public or private, shall be the responsibility of the Contractor.

STUMP REMOVAL

The Contractor shall remove all tree stumps and buttress roots designated by the Superintendent or representative to a point EIGHT inches (8") below the adjacent ground level. Additionally, the Contractor shall remove all surface and adjacent subsurface roots as may be necessary to eliminate "humps" or mounds in the parkway in the parkway area adjacent to the stump. All parkway areas are to be left flat and meet original grade. The area will then be backfilled with clean, pulverized topsoil to the level of the adjoining grade and seeded.

REMOVAL OF DEBRIS

After grinding (removal) of a tree stump and all associated roots, the Contractor shall remove all stump grindings and associated debris from the site by the end of that work day. No on-site or Village-owned areas will be designated as storage areas. All streets, driveways, and sidewalks shall be swept clean. Care shall also be taken not to damage other trees, shrubs, or lawns during tree stump removal operations. Grinding debris generated by the work described in this contract shall be the responsibility of the Contractor. Payment for removal and disposal of debris is to be included in the unit price. Stumps, grindings, and debris shall be placed away from the curb and gutter, street, sidewalk, and private property immediately to eliminate hazards to vehicular and pedestrian traffic, and to eliminate damage to private property.

BACKFILLING

All areas where stumps have been removed and areas disturbed by the removal operation shall be backfilled to the level of the adjoining grade with pulverized black dirt (topsoil). This shall occur on the same day grindings are removed; otherwise the site shall be properly barricaded overnight to assure the public safety. All holes must be backfilled within twenty-four (24) hours of debris removal. The Contractor shall supply his own topsoil. The topsoil shall be properly leveled and compacted so as to ensure a minimum of settlement of the backfill material. **Grindings (chips) and debris must not be used as backfill material.**

SEEDING

All adjacent disturbed areas and areas where backfill material was installed shall be seeded.

SUCKER GROWTH

In the event that adventitious (sucker) growth should occur, the Contractor shall be responsible for regrinding to eliminate sucker growth during a period of one year after initial grinding. Re-grinds must also be restored to grade and reseeded at no additional charge to the Village. Care shall also be taken not to damage other trees, shrubs, or lawns during stump removal and restoration operations.

DAMAGE TO PRIVATE OR PUBLIC PROPERTY

Plywood or other support or protection must be placed on parkway prior to operating or parking vehicle or equipment on or over the parkway. Any/all damage to private or public property as a result of the Contractor's operation shall immediately be reported to the Village and repaired by the Contractor to the

property's pre-existing condition.

When and where possible, the Contractor should avoid operating motorized equipment on the parkways, driveways, or public walks while performing work under the provisions of this contract.

CONTRACT WORK HOURS

Contractor shall only work on weekdays (Monday through Friday) between the hours of 7:00 a.m. and 3:30 p.m. Unless previously authorized by the Village, no work will be allowed on weekends or legal holidays as recognized by the Village of River Forest.

REPORTING

The Contractor shall keep daily records of work completed and submit a copy of these records to the Superintendent of Operations at the end of each work day.

PROPOSAL

VILLAGE OF RIVER FOREST, ILLINOIS

2020 TREE REMOVAL PROGRAM

(Complete in Duplicate)

TO THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF RIVER FOREST, ILLINOIS:

This is a bid for the removal of parkway trees throughout the Village of River Forest as specified in the attached bid of the Village of River Forest attached hereto and made part of this bid.

***Approximate number of trees is 54 (up to 25") and 26 (over 25")**

Bid Criteria	Classification	DBH Range	Total inches per DBH Range (estimated)	Price per inch (\$)	Total (price per inch X total inches per DBH range)	
	1	Up to 25"	972	14	13,608	
	2	Over 25"	780	23.75	18,525	
			Qty.	Price per stump (\$)	Total (price per stump X 80)	
	Stump		80	90	7,200	
					\$ 39,333	Grand Total (Class 1+2+stumps)

All bids shall be F.O.B. River Forest, Illinois.

Company Name:

Homer Tree Care Inc

Address:

14000 S. Archer Ave

Lockport, IL 60441

Contact Phone #:

815-838-0320

Authorized Signature:



Title:

Chief Operating Officer
(Corporate Seal)

TO THE PRESIDENT AND
BOARD OF TRUSTEES
VILLAGE OF RIVER FOREST
400 Park Avenue
River Forest, Illinois 60305

Date: 3-10-20

1. The undersigned Homer Tree Care Inc
(Name of Bidder)
14000 S. Archer Ave Lockport, IL
(Address of Bidder)
by James Reiter, as Officer
(Officer, Attorney, Manager, Secretary)

hereby proposes to furnish all labor, materials, and equipment to perform all Work necessary for the improvements described in the Specifications, and in accordance with the Project's Plans, Specifications and Bid Proposal.

2. The Project's Plans and Specifications are those prepared by The Village of River Forest, 400 Park Ave, River Forest, Illinois 60305, telephone 708-366-8500. The Specifications herein referred to are the applicable Specifications for this Work.
3. The undersigned agrees that the Village reserves the right in receiving these Proposals to waive technicalities and reject any or all Proposals, and to select such Proposal as may be for the best interest of the Village, and yet be in conformity with the Law.
4. In submitting this Proposal, the undersigned further agrees to deposit with this Proposal a Bid bond, cashier's check, or certified check in the amount of not less than ten percent (10%) of the total amount of the Bid; said bond or check to be forfeited to the Village if a Contract is awarded and the Contractor does not furnish a satisfactory surety bond for the completion of the Work, and sign the Contract therefore within ten (10) days after the award of a Contract.
5. In submitting this Proposal, the undersigned further agrees that he and his surety will execute and present within Ten (10) Days after the date of receipt of the Contract from the Village, a performance bond and a labor and material payment bond satisfactory to and in the form prescribed by the Village, in the penal sum of the full amount of the Contract, guaranteeing the faithful performance of Work in accordance with the terms of the Contract.
6. In submitting this Proposal, the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein; and that the Proposal is made without collusion with any other person, firm, or corporation.
7. The undersigned further declares that he has carefully examined the Plans, Specifications and Bid Proposal and that he has inspected, in detail, the site of the proposed Work, and that he has

familiarized himself with all of the local conditions affecting the Contract and the detailed requirements of construction, and understands that in submitting this Proposal he waives all right to plead any misunderstanding regarding the same.

8. The undersigned further understands and agrees that if this Proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, and to do all of the Work, and to furnish all of the materials specified in the Contract, in the manner and at the time therein prescribed, and in accordance with the requirements set forth.
9. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined, multiplied by the unit prices shown in the Schedule of Prices contained herein.
10. The undersigned further agrees that if the Village decides to extend or shorten the Project, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the Specifications, he will perform the Work as altered, increased, or decreased at the Contract unit prices.
11. The undersigned further agrees that the Village may, at any time during the progress of the Work covered by this Contract, order other Work or materials incidental thereto and that all such Work and materials as do not appear in the Proposal or Contract as a specific item accompanied by a unit price, and which are not included under the Bid price for other items in this Contract, shall be performed as extra Work, and that he will accept as full compensation the actual cost as determined in the Specifications.
13. The undersigned further agrees to execute a Contract for this Work and present the same to the Village within Ten (10) Days from the date of receipt of the Contract from the Village.
14. The undersigned further agrees to carry the necessary Public Liability Worker's Compensation Insurance to protect the and such others as may be cited in the Specifications, from any claims that may arise in connection with the construction of said Work and furnish a Certificate of Insurance naming said parties as Additional Insureds.
15. The undersigned further agrees to submit a Work schedule to the Village not later than Ten (10) Days after the execution and approval of the Contract and Contract bond, unless otherwise provided, and to prosecute the Work in such manner and with sufficient materials, equipment, and labor and will insure its completion within the time limit specified herein, it being understood and agreed that the undersigned agrees to commence the work no sooner than **May 1, 2020** and complete the Work no later than **April 30, 2021**, unless additional time is granted by the Village in accordance with the provisions of the Specifications. In case of failure to complete the Work by the completion date set herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Village shall withhold from such sums as may be due him under the terms of this Contract, the costs as set forth in the SSRBC. These costs will be considered and be treated not as a penalty but as damages due the Village from the undersigned by reasons of inconvenience and added costs to the Village resulting from the failure of the undersigned to

complete the Work within the time specified in the Contract. The undersigned further agrees that unit prices within this Contract will be used to perform tree and stump removal work as needed in the Village through April 30, 2021.

16. The undersigned further understands that payment for this Work is to be made in cash and that he is to look to the Village for said payment upon presentation of Waivers of Liens.
17. The undersigned further understands that the Village shall make payments to the Contractor on the Director of Public Works's Estimate only, at intervals of not less than once a month, and at such other times as the Director of Public Works may submit them, for Work performed, or for substantial amounts of material delivered to the improvement site, with a deducted reserve of Ten Percent (10%) to be held until completion of the Contract. No payments will be made until presentation of a duly executed waiver, or waivers of lien, equal to the amount of Director of Public Works's Estimate and the final payment shall be made only upon the Director of Public Works's Final Estimate and presentation of final waiver for material and labor furnished together with the Contractor's sworn statement.
18. The undersigned submits herewith his Schedule of Prices covering the Work to be performed under this Contract; he understands that he must show in the Schedule the unit prices for which he proposes to perform each item of Work, that the extensions must be made by him, and that if not so done, his Proposal may be rejected as irregular.

SIGNATURES

(IF AN INDIVIDUAL)

Signature of Bidder

Business Address

Telephone Number

(IF A CO-PARTNERSHIP)

Firm Name

Signed By

Business Address

Telephone Number

(INSERT NAMES & ADDRESSES

OF ALL MEMBERS OF THE FIRM)

(IF A CORPORATION)

Corporate Name

Signed By

President

Business Address

Telephone Number

Fax Number

(INSERT NAMES OF OFFICERS)

President

Secretary

Treasurer

ATTEST:

Secretary

(SEAL)

N/A

SUBCONTRACTORS LIST

The Bidder hereby states the following items of Work will not be performed by its organization. (List items to be subcontracted as well as the names, addresses and phone numbers of the subcontractors.)

1) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

2) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

3) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

4) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

5) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

6) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

7) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

8) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

As used in this certificate the term "subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplies or services. If this certificate is submitted as part of a Bid or Proposal the term "Seller" shall be deemed to refer to the Bidder or Offeror, or Subcontractor or Supplier. This certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt Contracts/subcontracts awarded while this certificate is in effect. The undersigned Seller certifies the following to the Village of RIVER FOREST hereinafter referred to as Buyer:

- A. **REPORTS**: Within thirty (30) days after Buyer's award to Seller of any Contract/subcontract and prior to each March 31 thereafter during the performance of Work under said subcontract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein unless Seller has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such report.
- B. **PRIOR REPORTS**: Seller, if it has participated in previous Contract or subcontract subject to the Equal Opportunity Clause (41 C.F.R. Sec. 60-1.4 (a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from Equal Opportunity Clause.
- C. **CERTIFICATION OF NON SEGREGATED FACILITIES**: Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it do not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, Work area, rest rooms, wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise.

C. CERTIFICATION OF NONSEGREGATED FACILITIES: (Cont'd.)

Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A certification on Nonsegregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).

D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM: Prior to 120 days after receipt of any subcontract in the amount of \$50,000 or more from Buyer, if it has 50 or more employees and it is not otherwise exempt under 41 C.F.R. Part 60-1, shall have developed for each of his establishments a written affirmative action compliance program as called for in 41 C.F.R. Sec. 60-1.40. Seller will also require its lower-tier subcontractors who have 50 or more employees and receive a subcontract of \$50,000 or more and who are not otherwise exempt under 41 C.F.R. Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R. Sec. 60-1.40.

E. Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.

Executed this 11 day of March 2020 by:

Homer Tree Care Inc
Firm name

By: James Reiter

Chief Operating Officer
Title

(Seller)

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or Contractor shall receive a grant or be considered for the purposes of being awarded a Contract for the procurement of any property or services from the State unless that grantee or Contractor has certified to the State that the grantee or Contractor will provide a drug free Workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract or grant payments, termination of the Contract or grant and debarment of Contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

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

The Contractor/grantee certifies and agrees that it will provide a drug free Workplace by:

(a) Publishing a statement:

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

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

- (1) the dangers of drug abuse in the Workplace;
- (2) the grantee's or Contractor's policy of maintaining a drug free Workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the

performance of the Contract or grant and to post the statement in a prominent place in the Workplace.

- (d) Notifying the Contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free Workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Homer Tree Case

Printed Name of Organization

Signature of Authorized Representative

Jim Reiter Chief Operations Officer

Printed Name and Title

Date _____

Requisition/Contract/Grant ID Number

* See Attached *

**CERTIFICATION THAT CONTRACTOR IS NOT BARRED FROM
PUBLIC CONTRACTING DUE TO BID-RIGGING OR
BID ROTATING CONVICTIONS**

WHEREAS, a conviction for the offense of Bid-rigging or Bid rotating bars a person or entity from Bidding on public Contracts (720 ILCS 5/33E-3 and 33E-4), and

WHEREAS, Section 33E-11 of the Criminal Code (720 ILCS 5/33E-11) requires Bidders and Contractors to certify on a form provided by the unit of local government or school district that they are not barred from public Contracting due to Bid-rigging or Bid rotating convictions.

NOW THEREFORE, IT IS HEREBY CERTIFIED THAT the undersigned,

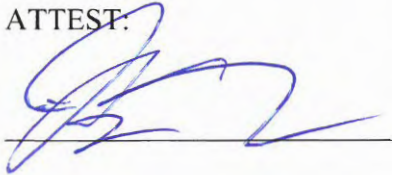
Homer Tree Care Inc

(individual, firm, corporation or other entity)

is not barred from Bidding on or entering into public Contracts due to having been convicted of Bid-rigging or Bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. The undersigned also certifies that no officers or employees of the Bidder or the Contractor have been so convicted and that the Bidder or Contractor is not the successor company or a new company created by the officers or owners of one so convicted. It is further certified that any such conviction occurring after the date of this certification will be reported to the above public body in writing, within seven (7) days of such conviction, if it occurs during any Bidding process, Contract term or otherwise prior to the entering into any Contract therewith.

DATE: 3-10-20

By: _____

ATTEST: _____

(SEAL)

**CONTRACTOR CERTIFICATION
SEXUAL HARASSMENT POLICY**

Homer Tree Care ("Contractor"), having submitted a Bid to the Village of River Forest,
hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance
with 775 ILCS 5/2-105 (A) (4).

Signed by: _____

(Corporate
Seal)

Title: _____

Name & Address
of Contractor
or Vendor

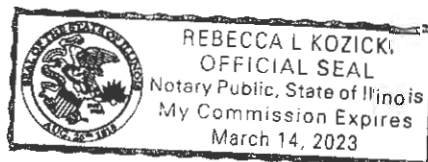
Chief Operating Officers

Jim Reiter 14000 S. Archer Ave
Lockport, IL 60441

Subscribed and sworn to before me

this 10th day of MARCH, 2020

Rebecca L. Kozycki
Notary Public



See Attached

REFERENCES

1. Project Location: _____ Project Owner: _____
Project Description: _____
Owner's Representative: _____ Phone: _____
Awarded Contract Cost \$ _____ Final Project Cost \$ _____
2. Project Location: _____ Project Owner: _____
Project Description: _____
Owner's Representative: _____ Phone: _____
Awarded Contract Cost \$ _____ Final Project Cost \$ _____
3. Project Location: _____ Project Owner: _____
Project Description: _____
Owner's Representative: _____ Phone: _____
Awarded Contract Cost \$ _____ Final Project Cost \$ _____
4. Project Location: _____ Project Owner: _____
Project Description: _____
Owner's Representative: _____ Phone: _____
Awarded Contract Cost \$ _____ Final Project Cost \$ _____
5. Project Location: _____ Project Owner: _____
Project Description: _____
Owner's Representative: _____ Phone: _____
Awarded Contract Cost \$ _____ Final Project Cost \$ _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Horton Group 10320 Orland Parkway Orland Park IL 60467	CONTACT NAME: Certificates Team	
	PHONE (A/C, No, Ext): 708-845-3917 FAX (A/C, No):	
INSURED Homer Tree Care, Inc. 14000 Archer Ave. Lockport IL 60441	E-MAIL ADDRESS: ConstructionCerts@thehortongroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Western National Mutual Ins Co	15377
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1378217878

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	CPP1087512	5/15/2019	5/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pest/Herb Occur \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	CPP1086774	5/15/2019	5/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	UMB1014555	5/15/2019	5/15/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional insured on a primary and non-contributory basis with respect to the general liability and auto liability coverage only when required by written contract. Waivers of subrogation apply to the general liability and auto liability policies in favor of the stated additional insureds only when required by written contract. Umbrella follows form. The coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications for Road & Bridge Construction.

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

Client#: 1550234

HOMERMAN1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	CONTACT NAME: Julie Schuld	
	PHONE (A/C, No, Ext): 630-625-5212	FAX (A/C, No): 610 362-8900
	E-MAIL ADDRESS: julie.schuld@usi.com	
INSURED Homer Tree Care, Inc. 16464 W, 143rd Street Suite B Lockport, IL 60441	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Accident Fund Ins Company of America	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	
	NAIC # 10166	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCS7000254	05/15/2019	05/15/2020	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance


CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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1000 Main 197-0011
*Homer Industries LLC 14000 S. Archer Ave.
Lockport IL 60441 815-838-0863
todd@homerind.com
Will County

Illinois Department of Agriculture OIS EMERALD ASH BORER COMPLIANCE AGREEMENT

Contact Name: Mr./Ms. _____

Mailing Address: Street _____ City/Town _____ State _____ Zip code _____

Telephone: _____ Fax: _____ E-mail: _____

County _____

Disposal or Processing Yard Location (if different than mailing address above): Street _____

City/Town _____ Zip code _____ County _____

Applicable to State of Illinois Interior State Quarantine(s) for the Emerald Ash Borer (*Agrilus planipennis*)
Pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq.)

I acknowledge State and Federal regulations governing the Emerald Ash Borer (EAB), quarantine zone boundaries, and "regulated articles". When working within and near EAB quarantine zone(s), I agree to supply records that may be required for inspection. I agree to comply with the procedures listed below in this agreement and with any other procedures required by the Director of the Illinois Department of Agriculture, as follows:

1. Regulated articles shall not be moved out of established quarantine zone(s) at any time unless: a) the regulated articles have been chipped/processed to a size measuring less than 1.0 inch in two dimensions; b) the bark and outer 1/2 inch of sapwood of regulated articles has been completely removed; or c) the regulated articles, including firewood, have been treated to meet USDA-APHIS-PPQ standards for Kiln Sterilization (T404-b-4), Heat Treatment (T314-a), or Fumigation Treatment (T404-b-1-1);
2. From May 1 to September 1, all regulated articles originating from within the EAB quarantine zone and leaving any municipality or township of their origin shall only be transported within the EAB quarantine zone in an enclosed vehicle or a vehicle completely enclosed by a covering, such as canvas, plastic or tightly woven cloth, adequate to prevent the passage of the Emerald Ash Borer to the environment;
3. Any and all persons or entities transferring possession of regulated articles within the EAB quarantine zone to another person or entity shall inform the person or entity taking possession of the regulated article, either verbally or in writing, that the said regulated articles are subject to State and Federal quarantine regulations;
4. Employers shall inform their employees about the EAB quarantine regulations, including EAB quarantine zone boundaries, instruct employees how to identify the EAB and its signs, and require a copy of this compliance agreement to be carried by employees working in the State of Illinois; and
5. The Illinois Department of Agriculture shall be informed of any suspected EAB infestation(s).

"Regulated Articles" are hereby defined as the following:

- 1) The Emerald Ash Borer (*Agrilus planipennis* Fairmaire) in any living stage of development;
- 2) Ash trees (*Fraxinus* spp.) of any size;
- 3) Ash limbs and branches;
- 4) Any cut non-coniferous, hardwood firewood;
- 5) Bark from ash trees and wood chips larger than one inch in two dimensions from ash trees;
- 6) Ash logs and lumber with either the bark or the outer one-half-inch of sapwood or both, attached;
- 7) Any item made from or containing the wood of the ash tree which is capable of spreading the emerald ash borer;
- 8) Any other article, product, or means of conveyance when it is determined by the Director of Agriculture that it presents the risk of spread of the Emerald Ash Borer in any stage of development.

Affixing of the signatures below will validate this agreement which shall remain in effect until cancelled. This document may be revised as necessary, or revoked for noncompliance, by the Illinois Department of Agriculture.

Signature _____ Title Director of Operations Date Signed 01/18/10

State Agency Official Signature Julia A. Cunningham Compliance Agreement No: 197-001

Illinois Department of Agriculture
2280 Bethany Road, Suite B
DeKalb, Illinois 60115
Phone: 815-787-5476
Fax: 815-787-5488



Illinois Department of Agriculture
P.O. Box 19281
Springfield, Illinois 62794-9281
Phone: 217-785-2427
Fax 217-524-4882

One original signed agreement to be maintained at the Illinois Dept. of Agriculture and a second original signed agreement to be maintained at the company office. For up-to-date information on EAB please go to: www.IllinoisEAB.com or www.state.il.us/EAB.
[11/23/2009, EABComplianceAgreementVI.doc]

Equipment/Vehicle List Owned by Homer Tree Care, Inc.

Aerial Bucket Trucks

#316 – 2014 Peterbuilt 337 Terex 60/70' Elevator Lift RM
#317 – 2014 Peterbuilt 337 Terex 60' Lift RM
#318 – 2014 Peterbuilt 337 Terex 60' Lift RM
#189 – 2006 GMC 7500 Terex 65' Lift RM
#188 – 2006 GMC 7500 Terex 65' Lift RM
#190 – 2007 GMC 7500 Terex 60' Lift Forestry
#160 – 2005 GMC 7500 Terex 60' Lift Forestry
#296 – 2005 International 4200 Altec 60' Lift Forestry
#234 – 2005 International 4900 Terex 60' Lift RM
#298 – 2004 Ford F750 Terex 60' Lift Forestry
#297 – 2001 International 4900 Versa Lift 60' Lift Forestry
#248 – 2000 GMC 7500 Terex 60' Lift Forestry
#702 – 1997 GMC 7500 Teco 55' Lift Forestry

Chipper Box Trucks

#319 – 2014 Peterbuilt 337 30 Yard Capacity
#320 – 2014 Peterbuilt 337 30 Yard Capacity
#321 – 2014 Peterbuilt 337 30 Yard Capacity
#276 – 2013 International 4300 30 Yard Capacity
#275 – 2013 International 4300 30 Yard Capacity
#273 – 2013 International 4300 30 Yard Capacity
#244 – 2012 International 4300 30 Yard Capacity
#243 – 2012 International 4300 30 Yard Capacity
#191 – 2007 GMC 7500 25 Yard Capacity
#250 – 2000 GMC 6500 30 Yard Capacity
#299 – 2003 International 4200 25 Yard Capacity
#808 – 2003 Ford F450 HD 4 Yard Capacity
#301 – 2002 International 4300 25 Yard Capacity
#308 – 2002 GMC 6500 30 Yard Capacity
#99 – 1999 GMC 6500 30 Yard Capacity
#100 – 1999 GMC 6500 20 Yard Capacity
#103 – 1999 GMC 6500 25 Yard Capacity
#125 – 1999 GMC 6500 11 Yard Capacity
#703 – 1999 GMC 6500 11 Yard Capacity
#38 – 1998 GMC 3500 10 Yard Capacity
#33 – 1998 GMC 3500 HD 10 Yard Capacity
#32 – 1998 GMC 3500 HD 10 Yard Capacity

Log Loaders

#95 – 2008 Kenworth w/serco 7500 Loader w/trailer
#106 – 2004 International 7500 w/serco 7000 Loader
#229 – 1999 Peterbuilt 378 w/serco 7500 Loader w/trailer
#231 – 1999 Peterbuilt 378 w/serco 7500 Loader w/trailer

Truck Mounted Cranes

#3654 – 2014 Freightliner w/National Crane model 800 D. 100'
#236 – 2009 Sterling L.T. 7500 w/National Crane model 800 D. 100'
2017 Peterbuilt W/ National Crane

Dump Body Trucks

#350 – 2015 Ford F350 4x4 w/
#330 – 2014 Ford F550 4x4 w/11ft. dump body
#41 – 1999 GMC 3500 4x4 w/8ft. dump body
#40 – 1999 GMC Sierra 3500 4x4 w/8ft. dump body
#705 – 1995 Freightliner F.L. 70 w/22 ft. dump body

Skid Steer Support Attachments

#9101 – 2004 Fecon Brush Mower
#9104 – 2004 Fecon Brush Mower

PHC Trucks

#215 – 2004 Ford F250 Pick-up w/PHC Unit
#701 – 2001 Ford F250 Pick-up w/ PHC Unit
#71 – 1993 GMC 3500 HD Flat Bed w/PHC Unit

Support Vehicles

#327 – 2014 Ford Explorer 4x4
#326 – 2014 Ford F-150 Pick-up 4x4
#266 – 2012 Ford F-150 Pick-up 4x4
#268 – 2012 Ford F-150 Pick-up 4x4
#238 – 2011 Chevy 1500 Pick-up
#239 – 2011 Chevy 1500 Pick-up
#240 – 2011 Chevy 1500 Pick-up
#241 – 2011 Chevrolet 1500 Pickup
#177 – 2006 Ford Explorer 4x4

Brush Grinders

#334 – 2014 Drum Bandit 2090
#335 – 2014 Drum Bandit 2090
#336 – 2014 Drum Bandit 2090
#332 – 2014 Drum Bandit 1890
#333 – 2014 Drum Bandit 1890
#302 – 2013 Drum Bandit 1890
#303 – 2013 Drum Bandit 1890
#304 – 2013 Drum Bandit 1890
#251 – 2012 Vermeer 1800 XL
#252 – 2012 Vermeer 1800XL
#253 – 2012 Vermeer 1800XL
#254 – 2012 Vermeer 1800XL
#255 – 2012 Vermeer 1800XL
#256 – 2012 Vermeer 1800XL
#193 – 2006 Vermeer 1400XL

Stump Grinders

#323 – 2013 Vermeer SC 1152
#355 – 2013 Vermeer SC 1152
#356 – 2013 Vermeer SC 1152
#357 – 2013 Vermeer SC 1152
#358 – 2013 Vermeer SC 1152
#307 – 2013 Vermeer SC 802
#279 – 2012 Vermeer SC 802
#274 – 2012 Vermeer SC 60TX
#235 – 2010 Vermeer SC 60TX
#198 – 2007 Vermeer SC 60TX
#149 – 2005 Track Bandit Stumper 3200
#812 – 1998 Vermeer SC 1102

Skid Steers

2013 John Deere 337
#707 – 2003 Bobcat S160

Transport Trailers

#192 – 2007 Kaufman 5 ton Tandem
#139 – 2005 Felling 8 ton Dual Tandem
#159 – 2005 B&B 5 ton Tandem
#291 – 2006 Imperial 6 ton Tandem
#290 – 2001 Cronkite 5 ton Tandem
#93 – 2001 Cronkite 5 ton Tandem



Certified Arborists

Richard Reposh - #IL-0567
Years Experience: 31

Ivan Ortega- IL#9414A
Years Experience: 2

Ryan P. Countryman- #IL5140A
CTSP # 1093
TRAQ
Years Experience: 16

Nicholas Brown- IL #9397A
Years Experience: 3

Tim Shepard - #WE 6791A
CTSP #293
Years Experience: 15

Arborists also CTSP Certified



Municipal Reference List

Village of Barrington

Mike Szymanski – (224) 629-2025

Village of Clarendon Hills

Joe Ferrell – (630) 323-6673

Village of Country Club Hills

Mayor Welch – (708) 798-2616

City of Darien

John Carr – (630) 514-1531

Village of Downers Grove

Kerstin von der Heide – (630) 434-5460

City of Elmhurst

Mark Stevens – (630) 530-3126

Forest Preserve District of Will County

Brad Steinke – (815) 727-8700

Frankfort Township Highway Dept.

Bill Carlson – (815) 405-6957

Village of Fox River Grove

John Huzinga – (847) 639-3171

Village of Frankfort

Terry Kestel – (815) 405-7198

Glenview Park District

Michael Sullivan – (224) 521-2313

Homer Township Highway Dept.

Dale Hostert – (708) 301-0246

Village of Hinsdale

John Finnell (630) 789-7043

City of Joliet, IL

Jim Tieber - (815) 791-8216

Lockport Township Highway Dept.

John Cielenski – (815) 726-6056

Lockport Township Park District

Jeff Loeschon – (815) 693-1955

City of Lockport

Joe Cronin – (815) 838-1705

Village of Lake in the Hills

Rob Caldwell – (815) 960-7500

Village of Mount Prospect

Sandy Clark – (847) 253-9377

Naperville Park District

Chuck Papanos (630) 848-3590

Village of New Lenox

Nick Perez – 815-485-7729

Orland Township Highway Dept.

Mary Buczkiewicz – (708) 403-5148

City of Zion

Christofer Nikkinen – (708) 499-7098

Plainfield Park District

James Less – (815) 436-8812

City of Palos Heights, IL

Scott Smith – (708) 417-1897

Village of Rolling Meadows

Grahm Strebler – (347) 770-1821



SEXUAL HARASSMENT POLICY

All employees have the right to work in a work environment free from sexual intimidation and/or harassment of any kind. It is the Company's express policy **not** to tolerate sexual harassment of or by any of its employees.

Sexual harassment is considered to exist whenever there are unwelcome sexual advances, requests for sexual favors, or any other verbal, physical, or visual conduct of a sexual nature when:

1. Submission to the conduct is made either implicitly or explicitly a condition of the individual's employment;
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or
3. The harassment has the purpose or effect of interfering with the employee's work performance or creating an environment which is intimidating, hostile, or offensive to the employee.

For example, foul language or sexually-oriented jokes, remarks or gestures may often be offensive to another employee and thus should not occur.

Any employee engaging in practices or conduct constituting sexual harassment shall be subject to disciplinary action, up to and including discharge.

Any employee who feels he or she has been sexually harassed by a Company employee should report any such complaint or matter in full confidence to the Office Manager. If the Manager is not available, or the employee for any reason does not feel comfortable complaining to her, such employee should contact the President/Owner or any management executive with whom he or she feels comfortable.

Any supervisor who becomes aware of any possible sexual harassment of or by any employee should immediately advise the Manager, who will immediately investigate the conduct and ensure the matter is resolved.



Homer

TREE CARE, INC.

Professional. Knowledgeable. Caring.

DRUG AND ALCOHOL POLICY

VOLUNTARY ASSISTANCE:

Homer Tree recognizes that drug or alcohol abuse may be a disease and that with proper medical care and treatment, the disease can be controlled so that the affected employee can resume productive employment and normal personal relationships. With this objective in mind, Homer Tree is committed to providing confidential assistance without penalty to all supervisory and full time employees who voluntarily seek medical help for a drug or alcohol dependency problem. An employee who voluntarily seeks assistance will be referred by Homer Tree to a qualified chemical dependency counselor or treatment center for evaluation and assistance. The employee's voluntary agreement to participate in any approved treatment program will not subject the employee to any type of disciplinary action unless the Manager determines that the particular facts in the case (e.g. excessive relapses; the employee's conduct while under the influence of drugs or alcohol endangered the safety of other employees or the public) warrant appropriate discipline, including termination.

DETECTION AND TESTING:

All supervisory personnel are responsible for being continually alert to employee behavior, giving careful attention to unusual behavior, significant mood changes, performance problems, accidents or misconduct. If a supervisor has reasonable cause to suspect that any employee's use of drugs or alcohol is a contributing factor to such behavior, the supervisor shall notify Management of the incident. After consultation with Management, the supervisor shall meet privately with the employee to discuss the incident and to advise the employee of such suspicion. At that time, the employee will be given reasonable opportunity to provide a mitigating explanation. If the supervisor still has reasonable cause to suspect that the use of drug or alcohol is involved, Homer Tree may elect to refer the employee to an approved medical facility for a drug/alcohol evaluation. If the employee refuses to submit to such an examination, the employee shall be subject to appropriate discipline, including termination.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Homer Tree Care, Inc.
14000 S. Archer Avenue
Lockport, IL 60441

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Village of River Forest
400 Park Avenue
River Forest, IL 60305

BOND AMOUNT: \$ 10%

Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

2020 Tree and Stump Removal

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of March, 2020

Homer Tree Care, Inc.

(Principal)

(Seal)

By:

(Title)

Western Surety Company

(Surety)

By:

(Title) Susan M. Stefanski Attorney-in-Fact

(Witness)

(Witness)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Dennis D Flatness, Dennis W Lutz, Taffra S Holman, Susan M Stefanski, Barbara J Lemm, Individually

of Saint Louis, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of January, 2018



WESTERN SURETY COMPANY

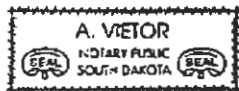
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 3rd day of January, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument, that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

7/13/2023



A. Victor, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of March, 2020



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4286-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.



Village of River Forest



POLICE DEPARTMENT MEMORANDUM

TO: Eric Palm- Village Administrator
FROM: James O'Shea- Chief of Police
DATE: March 25, 2020
SUBJECT: Amended Authorization to Purchase Vehicle

Issue: The Village's FY20 budget includes \$45,490 in the Capital Equipment Replacement Fund allocated for the purchase of a replacement for police Squad #3, which includes the purchase of the vehicle and police specific up-fitting equipment.

Analysis: As part of the Department's ongoing vehicle replacement plan, we have scheduled the replacement of a 2016 Ford Utility AWD patrol vehicle (squad #3) this fiscal year.

On November 25, 2019, the Village Board approved the purchase of a 2020 Ford Interceptor Utility PPV in the amount of \$38,500 from Currie Motors in Forest Park. This vehicle was ordered on November 26, 2019 and had an estimated delivery date of February 2020. Due to production slowdowns beyond our control and subsequently the onset of the COVID-19 pandemic, which ultimately caused the closure of Ford's vehicle production, we were informed the vehicle that was ordered would not be built until June of 2020 or later, which lies outside the current fiscal year (FY20), with regard to the purchase and up-fitting. Staff was able to cancel the order with Currie Motors due to the Ford assembly plant shutdown.

Additionally, the order cut-off dates for procuring any 2020 police vehicles from Ford, Dodge, and Chevy has expired. During a search of the regional Ford dealerships, staff was able to locate one (1) in-stock basic police package 2020 Ford Interceptor Utility PPV at Al Piemonte Ford in Melrose Park, at a law enforcement package discounted price of \$35,120. This is \$3,380 less than the amount approved by the Board on November 25, 2019.

Recommendation: If the Village Board wishes to approve the amended authorization to purchase the above-mentioned vehicle, based on the amended amount of \$35,120:

Motion to authorize the purchase of one (1) 2020 Ford Interceptor Utility PPV at a price of \$35,120.00 using the FY20 budgeted amount in the Capital Equipment Replacement Fund.

River Forest Police Department


Prepared For: SGT. Marty Grill #143

708.714.3542

mgrill@vrf.us<mailto:mgrill@vrf.us>

Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD



Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Quote: Ford Police Interceptor

Quote Worksheet

	MSRP
Base Price	\$40,615.00
Dest Charge	\$1,245.00
Total Options	(\$2,175.00)
Subtotal	\$39,685.00
GPC	(\$2,400.00)
Piemonte Discount	(\$1,257.00)
Subtotal Pre-Tax Adjustments	(\$3,657.00)
Less Customer Discount	(\$1,091.00)
Subtotal Discount	(\$1,091.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$34,937.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
M plates	\$183.00
Subtotal Post-Tax Adjustments	\$183.00
Total Sales Price	\$35,120.00

Comments:

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region.

Dealer Signature / Date

Customer Signature / Date

Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Quote: Ford Police Interceptor

Selected Model and Options

MODEL

CODE	MODEL	MSRP
K8A	2020 Ford Police Interceptor Utility AWD	\$40,615.00

COLORS

CODE	DESCRIPTION	MSRP
UM	Agate Black	\$0.00

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
99B	Engine: 3.3L V6 Direct-Injection (FFV) -inc: (136-MPH Top Speed), Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon *CREDIT*	0.00 lbs	0.00 lbs	(\$3,530.00)

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
44U	Transmission: 10-Speed Automatic (44U)	0.00 lbs	0.00 lbs	\$0.00

OPTION PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
500A	Order Code 500A	0.00 lbs	0.00 lbs	\$0.00


AXLE RATIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
—	3.73 Axle Ratio (STD)	0.00 lbs	0.00 lbs	\$0.00

PRIMARY PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
UM	Agate Black	0.00 lbs	0.00 lbs	\$0.00

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 10609, Data updated Mar 24, 2020 10:03:00 PM PDT

Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Quote: Ford Police Interceptor

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft.up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both front seatbacks	0.00 lbs	0.00 lbs	\$0.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
47A	Police Engine Idle Feature -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle remains idling	0.00 lbs	0.00 lbs	\$260.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
153	Front License Plate Bracket	0.00 lbs	0.00 lbs	\$0.00
51T	Driver Only LED Spot Lamp (Whelen)	0.00 lbs	0.00 lbs	\$420.00
549	Heated Sideview Mirrors	0.00 lbs	0.00 lbs	\$60.00
59J	Keyed Alike - 1111x	0.00 lbs	0.00 lbs	\$50.00

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 10609, Data updated Mar 24, 2020 10:03:00 PM PDT

Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Quote: Ford Police Interceptor

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
18D	Global Lock / Unlock Feature -inc: Door-panel switches will lock/unlock all doors and rear liftgate, Eliminates overhead console liftgate unlock switch and 45-second timer, Also eliminates the blue liftgate release button if ordered w/remote keyless entry	0.00 lbs	0.00 lbs	\$0.00
43D	Dark Car Feature -inc: Courtesy lamps disabled when any door is opened	0.00 lbs	0.00 lbs	\$25.00
52P	Hidden Door-Lock Plunger -inc: rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches	0.00 lbs	0.00 lbs	\$160.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	0.00 lbs	0.00 lbs	\$50.00
60R	Noise Suppression Bonds (Ground Straps)	0.00 lbs	0.00 lbs	\$100.00
67V	Police Wire Harness Connector Kit - Front/Rear -inc: For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector	0.00 lbs	0.00 lbs	\$185.00
68G	Rear-Door Controls Inoperable -inc: Locks, handles and windows, Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches	0.00 lbs	0.00 lbs	\$0.00
85R	Rear Console Plate	0.00 lbs	0.00 lbs	\$45.00
87R	Rear View Camera -inc: Displayed in rear view mirror, Note: This option replaces the standard display in the center stack area, Note: Camera can only be displayed in the center stack (std) OR the rear view mirror (87R), Electrochromic Rear View Mirror Video is displayed in rear view mirror	0.00 lbs	0.00 lbs	\$0.00
Options Total		0.00 lbs	0.00 lbs	(\$2,175.00)

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 10609, Data updated Mar 24, 2020 10:03:00 PM PDT

Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Quote: Ford Police Interceptor

Standard Equipment

Mechanical

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH Top Speed) (STD)

Transmission: 10-Speed Automatic (STD)

3.73 Axle Ratio (STD)

50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.

Transmission w/Oil Cooler

Automatic Full-Time All-Wheel

Engine Oil Cooler

80-Amp/Hr 800CCA Maintenance-Free Battery

Hybrid Electric Motor 220 Amp Alternator

Class III Towing Equipment -inc: Hitch

Police/Fire

1670# Maximum Payload

GVWR: TBD

Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Electric Power-Assist Steering

19 Gal. Fuel Tank

Dual Stainless Steel Exhaust

Permanent Locking Hubs

Strut Front Suspension w/Coil Springs

Multi-Link Rear Suspension w/Coil Springs

Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Lithium Ion Traction Battery

Exterior

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover, center caps and full size spare

Tires: 255/60R18 AS BSW

Steel Spare Wheel

Spare Tire Mounted Inside Under Cargo

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Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Quote: Ford Police Interceptor

Exterior

Clearcoat Paint
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
Body-Colored Bodyside Cladding and Black Wheel Well Trim
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Side Mirrors w/Convex Spotter and Manual Folding
Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Front Windshield -inc: Sun Visor Strip
Galvanized Steel/Aluminum Panels
Lip Spoiler
Black Grille
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Fully Automatic Projector Beam Led Low/High Beam Headlamps
LED Brakelights

Entertainment

Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls
Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display
Integrated Roof Antenna
1 LCD Monitor In The Front

Interior

8-Way Driver Seat
Passenger Seat
35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes, and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 10609, Data updated Mar 24, 2020 10:03:00 PM PDT

Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Quote: Ford Police Interceptor

Interior

Power Rear Windows and Fixed 3rd Row Windows

Ford Fleet Telematics Selective Service Internet Access

Remote Releases -Inc: Power Cargo Access

Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

HVAC -inc: Underseat Ducts

Locking Glove Box

Driver Foot Rest

Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both front seatbacks

Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

Mini Overhead Console w/Storage and 2 12V DC Power Outlets

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Carpet Floor Trim

Cargo Features -inc: Cargo Tray/Organizer

Cargo Space Lights

Dashboard Storage, Driver And Passenger Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks


Systems Monitor

Redundant Digital Speedometer

Trip Computer

Analog Display

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Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Quote: Ford Police Interceptor

Interior

Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
2 12V DC Power Outlets
Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Passenger Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera w/Washer

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 100,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Hybrid/Electric Components Years: 8
Hybrid/Electric Components Miles/km: 100,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (✓ Complete)

Quote: Ford Police Interceptor



Note:Photo may not represent exact vehicle or selected equipment.

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 10609, Data updated Mar 24, 2020 10:03:00 PM PDT



MEMORANDUM

DATE: March 24, 2020

TO: Eric J. Palm
Village Administrator

FROM: Kurt Bohlmann
Fire Chief

SUBJECT: Ground Emergency Medical Transport (GEMT)

Issue: The Village of River Forest registered to participate in the GEMT program in Illinois. The Village used the services of R1 RCM to complete the registration. The Village previously signed an IGA with the Illinois Department of Healthcare and Family Services (HFS). Continued negotiations between the State of Illinois and the Federal Medicaid Office has required a new, amended IGA.

Analysis: The new IGA eliminates the division of Medicaid ambulance calls, Fee for Service and Managed Care Organizations, and combines them into one group, similar to the Managed Care Organization group. HFS will use interim rates to pay for these calls on a quarterly basis. An annual cost report from the Village will be provided annually. The cost report will be used to make adjustments of overpayment/underpayment to the interim rates for the previous four quarters.

Requested Board Action: Staff recommends approving the updated/amended IGA for the GEMT program.

Documents Attached:
Updated/Amended IGA

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
AND**

Village of River Forest

2020-20-21

The Illinois Department of Healthcare and Family Services (the "Department" or "HFS") and Village of River Forest, (Local Government) pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (the "IGA Act") and Section 2-32-030 of the Municipal Code of Chicago, hereby enter into this Intergovernmental Agreement (the "Agreement") in connection with supplemental ambulance rates. HFS and the Local Government are collectively referred to herein as "Parties" or individually as a "Party."

**ARTICLE I
INTRODUCTION**

1.01 Background. Article XII of the Illinois Public Aid Code, 305 ILCS 5/5 *et seq.* (the "Public Aid Code"), authorizes the Department to make use of, aid and co-operate with State and local governmental agencies, and the IGA Act provides for cooperation between units of government. Local Government operates a Fire Department (Provider) that is enrolled in the Medical Programs (as defined below) and provides Covered Ambulance Services (as defined below) to individuals eligible for benefits under the Medical Programs (as defined below); however, the costs of providing the referenced services is not covered by the fee schedule pursuant to which the Department and its agents pay for such services.

1.02 Purpose. In order to provide greater cost coverage to Provider for Covered Ambulance Services, the Parties enter into this Agreement.

1.03 Definitions

- (a) Agent means Managed Care Organizations and Administrative Services Organizations.
- (b) ALS means Advanced Life Support billed under CPT Code A0427.
- (c) BLS means Basic Life Support billed under CPT Code A0429.
- (d) Base Rate means the current fee-schedule rate for Provider on the Department's rate sheet for the Provider as of September 30, 2019.
- (e) Covered Ambulance Services or Services means all ALS and BLS emergency ground ambulance services trips reimbursable under the Illinois Medicaid state plan, provided to beneficiaries of Medical Programs, and does not include mileage or oxygen.
- (f) Effective Federal Match Rate means the weighted average of the Federal Medical Assistance Percentage (FMAP) for Illinois non-Affordable Care Act (ACA) enrollees and the supplemental FMAP for ACA expansion population based on the percentage of Covered Ambulance Services provided to the different populations.
- (g) Interim Rate means the payments to Provider for Covered Ambulance Services in addition to the payments made pursuant to the state plan fee schedule and calculated pursuant to Article III.
- (h) Medical Programs means programs administered by the Department under the Public Aid Code, the Children's Health Insurance Program Act (215 ILCS 106/1 *et seq.*) and the Covering All Kids Health Insurance Act (215 ILCS 170/1 *et seq.*).

INTERGOVERNMENTAL AGREEMENT

Page 2 of 5

- (i) Participating Public Ambulance Provider means an ambulance provider owned by a municipal corporation or other unit of local government that has executed an Agreement with the Department with terms substantially identical to this Agreement.
- (j) Quarterly Invoice means an itemized statement provided to the Local Government by the Department regarding supplemental payments for Services previously received by the Provider.
- (k) Rate Year means calendar year.
- (l) State Share means the portion of Medicaid claims expenditures not reimbursed using federal matching dollars.

ARTICLE II INTERGOVERNMENTAL TRANSFER

2.01 Local GOvernment will transfer to the Department on a quarterly basis an amount equal to 50% of the total Interim Rates, as described in Article III, received by Provider from the Department and its agents for the prior quarter.

2.02 The Department will send a Quarterly Invoice to Local Government for the transfer of 50% of the supplemental payments described in Article III and transfer shall be made within 30 days after the receipt and verification of the Quarterly Invoice by the Local Government.

ARTICLE III INTERIM RATES FOR SERVICES

3.01 Calculation. The Interim Rate will be determined as follows:

- i. The Department will calculate, using data from each Provider's most recent timely filed cost report, Provider's total costs per ALS trip and BLS trip for Covered Ambulance Services based on a submitted Department approved cost report.
- ii. The Department will calculate the difference between the ALS and BLS cost per trip calculated pursuant to (i) and the Department's published Base Rate for those trips to establish the Provider's Interim Rates for ALS and BLS.

3.02 Reimbursement. The Department shall pay or cause it agents to pay Interim Rates to Provider for Covered Ambulance Services pursuant to this Article III in addition to payments made at the Provider's Base Rate. The Interim and Base Rates will be added together during claims processing and paid as a single rate.

3.03 Cost Reports. The Department will annually notify Provider of the cost report template to be used and provide instructions and a due date for submission in order for Provider to be eligible for an Interim Rate the next Rate Year.

3.04 Reconciliation. Once the Department has a cost report covering a Rate Year in which Provider received an Interim Rate, it will calculate the actual cost per trip during the Rate Year and determine whether the Interim Rate underpaid or overpaid Provider for the cost of the Services. If Provider was underpaid, the Department will make a further payment to cover costs. If Provider was overpaid, the Department will notify Provider of the net amount due to the Department, taking into account amounts already transferred to the Department pursuant to Article II.

ARTICLE IV TERM

INTERGOVERNMENTAL AGREEMENT

Page 3 of 5

4.01 Term. This Agreement shall commence October 1, 2019 provided Provider's Cost Report was received by the Department on or before October 1, 2019, or on January 1, 2020, if Provider's cost report was received after October 1, 2019 and on or before November 1, 2019, and shall continue until otherwise terminated by the Parties.

ARTICLE V TERMINATION

5.01 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

5.02 Termination for Cause. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

5.03 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement, in whole or in part, without advance notice and without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Department by the State or the Federal funding source, (ii) the Governor or the Department reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to Provider of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

ARTICLE VI MISCELLANEOUS

6.01 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.02 Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.03 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

INTERGOVERNMENTAL AGREEMENT

Page 4 of 5

6.04 Records Retention. The Parties shall maintain for a minimum of six (6) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents to comply with the Illinois State Records Act. If an audit, litigation or other action involving the records is begun before the end of the six-year period, the records shall be retained until all issues arising out of the action are resolved.

6.05 No Personal Liability. No member, official, director, employee or agent of either Party shall be individually or personally liable in connection with this Agreement.

6.06 Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

6.07 Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

6.08 Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

6.09 Notices. All written notices, requests and communications may be made by electronic mail to the e-mail addresses set forth below.

To HFS: Mary.Doran@illinois.gov
Kiran.Mehta@illinois.gov

To Local GOvernment: kbohlmann@vrf.us

6.10 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

6.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

INTERGOVERNMENTAL AGREEMENT

Page 5 of 5

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

LOCAL GOVERNMENT

SIGNATURE _____

NAME: _____

TITLE: _____

DATE: _____

ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES

THERESA EAGLESON
DIRECTOR

DATE: _____



Village of River Forest
Village Administrator's Office

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

MEMORANDUM

Date: March 27, 2020

To: Catherine Adduci, Village President
Village Board of Trustees

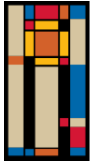
From: Sara Phyfer, Management Analyst/Deputy Clerk

Subj: Letter to Congressional Representatives Regarding Postal Workers During COVID-19
Pandemic

Issue: Trustee Henek raised concerns about the safety of US postal workers and ensuring they are given access to protective equipment, and that the US Postal Service is using proper protocols and procedures to protect workers and residents during the COVID-19 pandemic. The attached letter will be sent to congressional representatives Tammy Duckworth, Dick Durbin, and Danny Davis to notify them of this concern.

Recommendation: Motion to Accept a Letter to Congressional Representatives Regarding Postal Workers During COVID-19 Pandemic

Attachment:
Letter



RIVER FOREST

Proud Heritage • Bright Future

Village President
Catherine Adduci

Village Clerk
Kathleen Brand-White

Village Trustees
Kathleen Brennan
Erika Bachner
Robert O'Connell
Patricia Henek
Thomas Cargie
Respicio F. Vazquez

March 26, 2020

Dear Honorable Senator Tammy Duckworth,

We want to bring to your attention concerns that residents of River Forest have raised regarding our United States Postal Workers. One resident shared that she spoke to her carrier and, "she informed me that the PO [Post Office] has zero precautions set up for them. No wipes, sanitizer, gloves or masks because 'they are outside.' But they're touching all the mail and mailboxes and gate handles."

As Village President and Trustees, we are concerned about the safety of our postal carriers, as well as the safety and well-being of our residents. Postal workers are out in our community, around many people, so it is imperative that they are given the proper instructions/guidelines to protect themselves and our communities. They also need the appropriate supplies to take the necessary precautions.

Any assistance you can provide to address these concerns would be appreciated.

Sincerely,

Catherine Adduci
Village President
Village of River Forest
On Behalf of the Village Board of Trustees

CC:

State Representative Emanuel Chris Welch
Illinois State Senator Kimberly Lightford
Village Board of Trustees
Village Department Heads



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

MEMORANDUM

Date: March 26, 2020
 To: Eric Palm, Village Administrator
 From: Lisa Scheiner, Assistant Village Administrator
 Subj: Village-Wide Performance Measurement Report – February 2020

Building Department Performance Measures	FY 2019 Actual	FY 2020 Goal	February Actual	FY 2020 YTD
Plan reviews of large projects completed in 21 days or less	75% (98 of 130)	95%	75% (9 of 12)	86% (86 of 100)
Average length of review time for plan reviews of large projects	18.1 days (Monthly Avg)	>21	15.83 days	14.2 days (Monthly Avg)
Re-reviews of large projects completed in 14 days or less	92% (160 of 174)	95%	82% (9 of 11)	95% (121 of 128)
Average length of review time for plan re-reviews of large projects	10.1 days (Monthly Avg)	>14	11.72 days	8.2 days (Monthly Avg)
Plan reviews of small projects completed in 7 days or less	100% (185 of 185)	95%	100% (5 of 5)	100% (124 of 124)
Express permits issued at time of application	100% (231 of 231)	100%	100% (11 of 11)	100% (189 of 189)
Inspections completed within 24 hours of request	100% (1576 of 1576)	100%	100% (89 of 89)	100% (1353 of 1353)
Contractual inspections passed	93% (1459 of 1576)	80%	97% (86 of 89)	94% (1276 of 1353)
Inspect vacant properties once per month	100% (210 of 210)	100%	100% (21 of 21)	100% (197 of 197)
Code violation warnings issued	179	N/A	0	123
Code violation citations issued	40	N/A	0	28
Conduct building permit survey quarterly	4	1 per quarter	1	4
Make contact with existing business owners	60	5/month 60/year	5	50

Fire Department Performance Measures	FY 2019 Actual	FY 2020 Goal	February Actual	FY 2020 YTD
Average fire/EMS response time for priority calls for service (Includes call processing time)	4:13 minutes	5 Min	3:54 minutes	4:07 minutes
Customer complaints and/or public safety professional complaints	0%	<1%	0%	0%
All commercial, multi-family and educational properties inspected annually	334	335 inspections	47	258
Injuries on duty resulting in lost time	1	<3	0	1
Plan reviews completed 10 working days after third party review	2.17 days on average	<10	2.3 days on average	2.59 days on average
Complete 270 hours of training for each shift personnel	4792.8	4824	418.25	3881.5
Inspect and flush fire hydrants semi-annually	455	445 annually	0	382

Police Department Performance Measures	FY 2019 Actual	FY 2020 Goal	February Actual	FY 2020 YTD
Average police response time for priority calls for service (Does not include call processing time)	4:53 minutes	4:00	5:37 minutes	4:59 minutes
Injuries on duty resulting in lost time	2	0 Days Lost	1	4
Reduce claims filed for property & vehicle damage caused by the Police Department by 25%	7	<3	1	4
Maintain positive relationship with the bargaining unit and reduce the number of grievances	0	0%	0	1
Reduce overtime and improve morale by decreasing sick leave usage	116 days	10% reduction	19 days	223 days
Track accidents at Harlem and North to determine impact of red light cameras	17 accidents	10% reduction	1 accidents	5 accidents
Decrease reported thefts (214 in 2012)	167	5% reduction	16	157
Formal Citizen Complaints	0	0	0	0
Use of Force Incidents	10	0	0	12
Send monthly crime alerts to inform residents of crime patterns and prevention tips	148	1 email/month; 12 emails/year	11	122

Public Works Performance Measures	FY 2019 Actual	FY 2020 Goal	February Actual	FY 2020 YTD
Complete tree trimming/pruning service requests within 7 working days	98% (171 of 175)	95%	100% (1 of 1)	97% (202 of 209)
Complete service requests for unclogging blocked catch basins within 5 working days	100% (8 of 8)	95%	N/A (0 of 0)	100% (5 of 5)
Percent of hydrants out of service more than 10 working days	0.00% (0 of 2640)	<1%	0.00% (0 of 440)	0.00% (0 of 3960)
Replace burned out traffic signal bulb within 8 hours of notification	N/A	99%	N/A	N/A
Complete service requests for patching potholes within 5 working days	100% (12 of 12)	95%	N/A (0 of 0)	100% (8 of 8)
Repair street lights in-house, or schedule contractual repairs, within five working days of notification	96% (23 of 24)	95%	100% (2 of 2)	100% (23 of 23)
Safety: Not more than two employee injuries annually resulting in days off from work	1	≤2	0	0
Safety: Not more than one vehicle accident annually that was the responsibility of the Village	2	≤1	0	0
Televis 2,640 lineal feet of combined sewer each month from April – September	165% (26196 of 15840)	2,640/ month (15,840/ year)	N/A (0 of 0)	243% (32098 of 13200)
Exercise 25 water system valves per month	43% (117 of 275)	25/month (300/year)	08% (2 of 25)	100% (225 of 225)
Complete first review of grading plans within 10 working days	100% (98 of 98)	95%	100% (4 of 4)	100% (83 of 83)

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



Village of River Forest

MONTHLY FINANCE REPORT Fiscal Year 2020 through February 29, 2020

This report includes financial information for Fiscal Year 2020 through February 29, 2020 which represents 83.33% of the fiscal year. A revenue and expenditure report by fund and account and an investment report for February 2020 are attached.

GENERAL FUND

Revenues, Expenditures and Changes in Fund Balance Fiscal Year 2020 through February 29, 2020

	2020		Percent
	Budget	Actual	Rec/ Exp
REVENUES			
Taxes			
Property Taxes	\$6,482,433	\$3,912,255	60.35%
General Sales Taxes	1,910,630	1,522,543	79.69%
Non Home Rule Sales Tax	873,027	688,953	78.92%
Utility Taxes	609,430	470,103	77.14%
Restaurant Tax	169,384	134,482	79.39%
Telecommunications Tax	260,514	196,881	75.57%
Real Estate Transfer Tax	119,369	99,877	83.67%
Intergovernmental Revenue			
Personal Property Replacement Tax	141,187	131,750	93.32%
Use Tax	354,152	307,390	86.80%
State Income Taxes	1,125,579	1,017,501	90.40%
Licenses and Permits	1,737,890	1,632,717	93.95%
Charges for Services			
Garbage Collections	1,093,840	800,759	73.21%
Other Charges for Services	757,721	630,699	83.24%
Fines	269,707	194,685	72.18%
Investment Income	115,550	102,615	88.81%
Grants and Contributions	38,531	25,919	67.27%
Miscellaneous Revenues	390,852	305,157	78.07%
TOTAL REVENUES	\$16,449,796	\$12,174,286	74.01%
EXPENDITURES			
Administration	\$ 1,531,807	\$ 1,321,845	86.29%
E911	454,984	311,615	68.49%
Boards & Commissions	47,272	39,395	83.34%
Building and Development	475,559	395,748	83.22%
Legal Services	172,000	142,815	83.03%
Police Department	6,405,183	4,520,695	70.58%
Fire Department	4,547,294	3,490,848	76.77%
Public Works	2,859,970	2,350,408	82.18%
Transfer to TIF	600,000	533,000	88.83%
TOTAL EXPENDITURES	\$17,094,069	\$13,106,369	76.67%
NET CHANGE IN FUND BALANCE	(\$644,273)	(\$932,083)	

Revenues

Fiscal year-to-date revenue collections are at 74.01% of the budgeted amount. Property Tax Revenue is at 60.35%. A significant portion of the 2nd installment of the 2018 levy was collected in July and August. Receipts from the 1st installment of the 2019 levy was collected in February. Sales tax revenues are slightly lower than

expected at 79.69%. Real Estate Transfer Tax revenue is higher due to higher home values and real estate sales that take place in the summer months. Utility tax payments are typically elevated during the warmer summer (electric) and cooler winter (gas) months and vary based on weather conditions.

The Income tax payments continue to be higher due to there being no change in the state's FY 2020 5% reduction and income tax collections for the first quarter of the year being higher than anticipated. The payment received in May is for April 2019 collections which is normally the highest revenue month. Income tax payments continue to exceed original forecasts. License and permit revenue includes spring building permit activity and annual vehicle sticker revenue. Permit fees associated with the Sheridan development at Chicago and Harlem are included in license and permit revenue. Vehicle stickers were required to be displayed by July 14th and a significant portion of that revenue is reflected in the report. In late December, citations were issued to non-compliant vehicles. Grants and Contributions include an ISEARCH grant, an IDOT Traffic Safety grant and donations for the Sustainability Commission.

Expenditures

Expenditures are at 76.67% of the budgeted amount. Salaries and benefits, with the exception of overtime, include payment for services rendered through the end of the month. Other expenditures are slightly higher due to the transfer to the Madison Street TIF for the purchase of property. This will be repaid with incremental tax dollars. Other expenditures are lower because there is about a month lag between the time that goods are received or services are performed, and when the vendor payment is made for the goods or services. Payments made in May for goods received and services performed prior to May 1st were posted to the prior fiscal year.

WATER AND SEWER FUND **Revenues, Expenditures and Changes in Net Position** **Fiscal Year 2020 through February 29, 2020**

	2020		Percent
	Budget	Actual	Rec/Exp
Operating Revenues			
Permit Fees	\$ 17,480	\$ 16,400	93.82%
Water Sales	3,198,881	2,317,250	72.44%
Sewer Sales	2,075,695	1,520,051	73.23%
Water Penalties	29,010	29,224	100.74%
Miscellaneous	36,189	42,366	117.07%
Total Operating Revenues	<u>\$ 5,357,255</u>	<u>\$ 3,925,291</u>	<u>73.27%</u>
Operating Expenses			
Salaries and Benefits	\$ 1,178,732	\$ 981,217	83.24%
Contractual Services	574,271	349,230	60.81%
Water From Chicago	1,642,606	1,146,588	69.80%
Materials and Supplies	100,369	64,878	64.64%
Depreciation/Debt Service	1,272,146	917,146	72.09%
Transfer to CERF	106,986	89,155	83.33%
Operating Expenses including Depreciation	<u>\$ 4,875,110</u>	<u>\$ 3,548,214</u>	<u>72.78%</u>
Operating Revenues over Operating Exp	\$ 482,145	\$ 377,077	
Capital Improvements	<u>\$ (1,005,380)</u>	<u>\$ (336,040)</u>	33.42%
Total Revenues over Expenses	<u>\$ (523,235)</u>	<u>\$ 41,037</u>	

Water and Sewer revenues are as expected. Overall expenses are slightly lower but do reflect the semi-annual debt service payments. Contractual services and commodities are lower due to the delay in receiving and paying invoices. Personnel expenses are about on target. There is a one-month lag in payments to the City of Chicago for FY 2020 water usage. Materials and Supplies include the board approved flood barrier protection system that was purchased in May. Debt Service expenses include the semi-annual payments on the IEPA loan.

REVENUES AND EXPENDITURES VS. BUDGET – OTHER FUNDS

Fund #	Fund	Revenues			Expenditures		
		2020 Budget	2020 YTD Actual	% Rec	2020 Budget	2020 YTD Actual	% Exp
03	Motor Fuel Tax	\$ 305,317	\$ 358,732	117.49%	\$ 445,890	\$ 398,475	89.37%
05	Debt Service Fund	\$ 268,058	\$ 156,802	58.50%	\$ 259,961	\$ 259,461	99.81%
13	Cap Equipmnt Replcmnt	\$ 675,553	\$ 603,129	89.28%	\$ 350,042	\$ 159,487	45.56%
14	Capital Improvement	\$ 917,957	\$ 859,320	93.61%	\$ 2,257,120	\$ 1,650,867	73.14%
16	Economic Development	\$ 3,688	\$ 22,500	610.09%	\$ 190,529	\$ 180,647	94.81%
31	TIF-Madison	\$ 744,573	\$ 669,501	89.92%	\$ 603,576	\$ 593,719	98.37%
32	TIF-North	\$ 25,700	\$ 565	2.20%	\$ 17,000	\$ 1,564	9.20%
35	Infrastructure Imp Bond	\$ 2,500	\$ 527,167	21086.68%	\$ 318,311	\$ 289,652	91.00%

CASH AND INVESTMENTS

Fund #	Fund	Cash and Money Markets	IMET Convenience Fund	Investments	Total
1	General	\$ 250,186	\$ 19,774	\$ 3,195,432	\$ 3,465,392
3	Motor Fuel Tax	\$ 334,186	\$ -	\$ 150,000	\$ 484,186
5	Debt Service Fund	\$ 79,367	\$ 34,225	\$ -	\$ 113,592
13	Capital Equip Replacement	\$ 469,077	\$ 236,522	\$ 3,258,457	\$ 3,964,056
14	Capital Improvement	\$ 138,432	\$ 238	\$ 927,060	\$ 1,065,730
16	Economic Development Func	\$ 51,035	\$ -	\$ -	\$ 51,035
31	TIF-Madison Street	\$ 124,583	\$ -	\$ -	\$ 124,583
32	TIF- North Avenue	\$ 33,365	\$ -	\$ -	\$ 33,365
35	Infrastructure Imp Bond Fur	\$ 519,593	\$ -	\$ -	\$ 519,593
2	Water & Sewer	\$ 1,307,232	\$ 176,655	\$ 488,500	\$ 1,972,387
Total		\$ 3,307,056	\$ 467,414	\$ 8,019,449	\$ 11,793,919

February 2020 FINANCE ACTIVITIES

1. Staff attended departmental FY 2021 budget meetings.
2. Staff participated in as ICMA Secure Act of 2019 webinar.
3. Staff began preparing for the 2020-2021 Vehicle Sticker renewal season.
4. 2020 series GO Bonds were issued for \$525,000 on February 14, 2020.

General Ledger
Village of River Forest



INCORPORATED 1880
**RIVER
FOREST**
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Bright Future*

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Fiscal Year 2020

Account Number	Description	Budget	Reg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
01	General Fund							
01-00-00-41-1000	Property Tax-Prior Years	3,133,282.00	3,150,435.81	0.00	6,890.17	3,157,325.98	-24,043.98	100.77
01-00-00-41-1021	Property Tax-Current Year	3,349,151.00	0.00	0.00	754,928.94	754,928.94	2,594,222.06	22.54
	Property Taxes	6,482,433.00	3,150,435.81	0.00	761,819.11	3,912,254.92	2,570,178.08	60.35
01-00-00-41-1150	Replacement Tax	141,187.00	191,750.42	0.00	0.00	131,750.42	9,436.58	93.32
01-00-00-41-1190	Restaurant Tax	169,384.00	121,755.48	0.00	12,726.54	134,482.02	34,901.98	79.39
01-00-00-41-1200	Sales Tax	1,910,690.00	1,367,974.71	0.00	154,568.11	1,522,542.82	388,087.18	79.69
01-00-00-41-1205	State Use Tax	354,152.00	273,758.63	0.00	33,634.11	307,389.74	46,762.26	86.80
01-00-00-41-1210	Non-Home Rule Sales Tax	873,027.00	620,851.57	0.00	68,101.26	688,952.83	184,074.17	78.92
01-00-00-41-1250	Income Tax	1,125,579.00	912,166.85	0.00	105,334.28	1,017,501.13	108,077.87	90.40
01-00-00-41-1430	Transfer Tax	119,369.00	96,685.36	0.00	3,192.00	99,877.36	19,491.64	83.67
01-00-00-41-1460	Communication Tax	260,514.00	177,953.27	0.00	18,927.33	196,880.60	63,633.40	75.57
01-00-00-41-1473	Utility Tax Elec	433,490.00	311,578.26	0.00	37,195.70	348,773.96	84,656.04	80.47
01-00-00-41-1480	Utility Tax Gas	176,000.00	99,409.65	0.00	21,919.97	121,329.62	54,670.38	68.94
	Other Taxes	5,563,272.00	4,113,881.20	0.00	455,599.30	4,569,480.50	993,791.50	82.14
01-00-00-42-2115	Per Licenses	2,240.00	930.00	0.00	0.00	930.00	1,310.00	41.52
01-00-00-42-2120	Vehicle Licenses	306,000.00	288,779.50	85.00	3,194.50	291,889.00	14,111.00	95.39
01-00-00-42-2345	Contractor's License Fees	80,300.00	61,236.00	0.00	3,100.00	64,336.00	15,964.00	80.12
01-00-00-42-2350	Business Licenses	17,400.00	7,097.50	0.00	342.50	7,440.00	9,960.00	42.76
01-00-00-42-2355	Tent Licenses	500.00	30.00	0.00	60.00	90.00	210.00	30.00
01-00-00-42-2360	Building Permits	999,740.00	930,292.34	1,875.00	13,351.57	941,768.91	57,971.09	94.20
01-00-00-42-2361	Plumbing Permits	42,375.00	34,240.00	0.00	1,565.00	35,805.00	6,570.00	84.50
01-00-00-42-2362	Electrical Permits	42,925.00	53,431.75	0.00	1,800.23	55,232.00	-12,307.00	128.67
01-00-00-42-2364	Inspection Fees	5,000.00	3,300.00	0.00	75.00	3,375.00	1,625.00	67.50
01-00-00-42-2365	Boatlift Permits	60.00	90.00	0.00	0.00	90.00	-30.00	150.00
01-00-00-42-2366	Boatlifting Permit	150.00	0.00	0.00	0.00	0.00	150.00	0.00
01-00-00-42-2368	Solicitors Permits	1,300.00	950.00	0.00	0.00	950.00	250.00	79.17
01-00-00-42-2370	Film Crew Licenses	5,600.00	2,600.00	0.00	0.00	2,600.00	3,000.00	46.43
01-00-00-42-2520	Liquor Licenses	25,000.00	25,000.00	0.00	1,200.00	26,200.00	-1,200.00	104.80
01-00-00-42-2570	Cable/Video Svc Provider Fees	209,600.00	159,326.47	0.00	42,685.14	202,011.61	7,588.39	96.38

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
	Licenses & Permits	1,737,890.00	1,567,303.56	1,960.00	67,373.96	1,632,717.52	105,172.48	93.95
01-00-00-43-3065	Police Reports	2,200.00	1,671.00	0.00	135.00	1,806.00	394.00	82.09
01-00-00-43-3070	Fire Reports	500.00	225.00	0.00	25.00	250.00	250.00	50.00
01-00-00-43-3180	Garbage Collection	1,093,840.00	800,627.94	200.73	332.19	800,759.40	293,080.60	73.21
01-00-00-43-3185	Penalties on Garbage Fees	7,290.00	5,697.09	254.61	1,318.00	6,760.48	529.52	92.74
01-00-00-43-3200	Metra Daily Parking	51,840.00	37,191.60	0.00	5,628.23	42,819.83	9,020.17	82.60
01-00-00-43-3220	Parking Lot Permit Fees	97,830.00	105,966.47	0.00	10,051.08	116,017.55	-18,187.55	118.59
01-00-00-43-3225	Administrative Towing Fees	129,052.00	79,700.00	0.00	5,000.00	84,700.00	44,352.00	65.63
01-00-00-43-3230	Animal Release Fees	0.00	0.00	0.00	500.00	500.00	-500.00	0.00
01-00-00-43-3515	NSF Fees	200.00	25.00	0.00	0.00	25.00	175.00	12.50
01-00-00-43-3530	5050 Sidewalk Program	10,000.00	1,769.75	0.00	0.00	1,769.75	8,230.25	17.70
01-00-00-43-3536	Elevator Inspection Fees	4,250.00	0.00	0.00	3,850.00	3,850.00	400.00	90.59
01-00-00-43-3537	Elevator Reinspection Fees	400.00	100.00	0.00	0.00	100.00	300.00	25.00
01-00-00-43-3540	ROW Encroachment Fees	0.00	1,100.00	0.00	0.00	1,100.00	-1,100.00	0.00
01-00-00-43-3550	Ambulance Fees	390,000.00	296,090.13	0.00	27,485.33	323,575.46	66,424.54	82.97
01-00-00-43-3554	CPR Fees	1,500.00	280.00	0.00	400.00	680.00	820.00	45.33
01-00-00-43-3557	Car Fire & Extrication Fee	1,000.00	500.00	0.00	0.00	500.00	500.00	50.00
01-00-00-43-3560	State Highway Maintenance	61,659.00	46,244.25	0.00	0.00	46,244.25	15,414.75	75.00
	Charges for Services	1,851,561.00	1,377,188.23	455.34	54,724.83	1,431,457.72	420,103.28	77.31
01-00-00-44-4230	Police Tickets	162,354.00	132,325.27	90.00	13,522.72	145,757.99	16,596.01	89.78
01-00-00-44-4235	Prior Years Police Tickets	0.00	230.00	0.00	0.00	230.00	-230.00	0.00
01-00-00-44-4240	Automated Traffic Enf Fines	36,944.00	0.00	0.00	0.00	0.00	36,944.00	0.00
01-00-00-44-4300	Local Ordinance Tickets	4,791.00	1,933.57	0.00	150.00	2,083.57	2,707.43	43.49
01-00-00-44-4430	Court Fines	49,312.00	35,084.44	0.00	2,446.41	37,530.85	11,781.15	76.11
01-00-00-44-4435	DUI Fines	7,038.00	8,576.25	0.00	121.33	8,697.58	-1,659.58	123.58
01-00-00-44-4436	Drug Forfeiture Revenue	1,616.00	0.00	0.00	0.00	0.00	1,616.00	0.00
01-00-00-44-4439	Article 36 Forfeited Funds	2,652.00	0.00	0.00	0.00	0.00	2,652.00	0.00
01-00-00-44-4440	Building Construction Citation	5,000.00	385.00	0.00	0.00	385.00	4,615.00	7.70
	Fines & Forfeits	269,707.00	178,534.53	90.00	16,240.46	194,684.99	75,022.01	72.18
01-00-00-45-5100	Interest	115,550.00	91,735.37	0.00	4,743.61	96,478.98	19,071.02	83.50
01-00-00-45-5200	Net Change in Fair Value	0.00	4,083.04	0.00	2,052.99	6,136.03	-6,136.03	0.00
	Interest	115,550.00	95,818.41	0.00	6,796.60	102,615.01	12,934.99	88.81
01-00-00-46-6408	Cash OverShort	0.00	-20.30	0.00	0.00	-20.30	20.30	0.00
01-00-00-46-6410	Miscellaneous	29,300.00	109,051.29	300.00	496.11	109,247.40	-79,947.40	372.86
01-00-00-46-6411	Miscellaneous Public Safety	4,200.00	2,277.68	0.00	185.70	2,463.38	1,736.62	58.65
01-00-00-46-6412	Reimbursements-Crossing Guards	63,565.00	25,309.80	0.00	46,664.74	71,974.54	-8,409.54	113.23

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-00-00-46-6415	Reimbursement of Expenses	10,000.00	-824.38	0.00	2,751.48	1,927.10	8,072.90	19.27
01-00-00-46-6417	IRMA Reimbursements	45,000.00	34,551.91	0.00	7,668.71	42,220.62	2,779.38	93.82
01-00-00-46-6510	T-Mobile Lease	36,000.00	27,000.00	0.00	3,000.00	30,000.00	6,000.00	83.33
01-00-00-46-6511	WSCDC Rental Income	51,787.00	42,968.44	0.00	4,375.54	47,343.98	4,443.02	91.42
01-00-00-46-8001	IRMA Excess	150,000.00	0.00	0.00	0.00	0.00	150,000.00	0.00
	Miscellaneous	389,852.00	240,314.44	300.00	65,142.28	305,156.72	84,695.28	78.28
01-00-00-46-6521	Law Enforcement Training Reimb	5,700.00	0.00	0.00	0.00	0.00	5,700.00	0.00
01-00-00-46-6524	ISEARCH Grant	8,925.00	8,925.00	0.00	0.00	8,925.00	0.00	100.00
01-00-00-46-6525	Bullet Proof Vest Reimb-DOJ	3,833.00	505.37	0.00	0.00	505.37	3,327.63	13.18
01-00-00-46-6528	IDOT Traffic Safety Grant	19,323.00	23,947.43	20,258.98	0.00	3,688.45	15,634.55	19.09
01-00-00-46-6532	Grants	0.00	0.00	0.00	800.00	800.00	-800.00	0.00
01-00-00-46-6615	MABAS Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-00-46-6620	State Fire Marshal Training	750.00	0.00	0.00	0.00	0.00	750.00	0.00
01-00-00-46-7388	Sustainability Comm Donations	0.00	12,000.00	0.00	0.00	12,000.00	-12,000.00	0.00
	Grants & Contributions	38,531.00	45,377.80	20,258.98	800.00	25,918.82	12,612.18	67.27
01-00-00-48-8000	Sale of Property	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
	Other Financing Sources	<u>1,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,000.00</u>	<u>0.00</u>
00		<u>16,449,796.00</u>	<u>10,768,853.98</u>	<u>23,064.32</u>	<u>1,428,496.54</u>	<u>12,174,286.20</u>	<u>4,275,509.80</u>	<u>74.01</u>
	Revenue	16,449,796.00	10,768,853.98	23,064.32	1,428,496.54	12,174,286.20	4,275,509.80	74.01
10	Administration							
01-10-00-51-0200	Salaries Regular	609,766.00	457,430.15	52,068.73	0.00	509,498.88	100,267.12	83.56
01-10-00-51-1700	Overtime	500.00	0.00	0.00	0.00	0.00	500.00	0.00
01-10-00-51-1950	Insurance Refusal Reimb	1,068.00	787.50	12.50	0.00	800.00	268.00	74.91
	Personal Services	611,334.00	458,217.65	52,081.23	0.00	510,298.88	101,035.12	83.47
01-10-00-52-0100	ICMA Retirement Contract	13,320.00	9,989.95	1,109.98	0.00	11,099.93	2,220.07	83.33
01-10-00-52-0320	FICA	33,592.00	23,086.25	3,233.28	0.00	26,319.53	7,272.47	78.35
01-10-00-52-0325	Medicare	9,161.00	6,755.40	756.19	0.00	7,511.59	1,649.41	82.00
01-10-00-52-0330	IMRF	57,058.00	42,855.88	5,641.74	0.00	48,497.62	8,560.38	85.00
01-10-00-52-0350	Employee Assistance Program	1,850.00	0.00	1,827.27	0.00	1,827.27	22.73	98.77
01-10-00-52-0375	Fringe Benefits	9,600.00	7,302.50	815.00	0.00	8,117.50	1,482.50	84.56
01-10-00-52-0400	Health Insurance	58,421.00	45,923.58	7,280.40	994.91	52,209.07	6,211.93	89.37

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-10-00-52-0420	Health Insurance - Retirees	8,594.00	5,775.16	1,350.77	630.34	6,495.59	2,098.41	75.58
01-10-00-52-0425	Life Insurance	771.00	568.57	88.01	24.24	632.34	138.66	82.02
01-10-00-52-0430	VEBA Contributions	14,644.00	14,473.99	0.00	0.00	14,473.99	170.01	98.84
01-10-00-52-0500	Wellness Program	1,650.00	3,020.65	0.00	0.00	3,020.65	-1,370.65	183.07
	Benefits	208,661.00	159,751.93	22,102.64	1,649.49	180,205.08	28,455.92	86.36
01-10-00-53-0200	Communications	23,160.00	15,653.21	1,965.71	0.00	17,618.92	5,541.08	76.07
01-10-00-53-0300	Audit Services	20,770.00	21,857.50	0.00	0.00	21,857.50	-1,087.50	105.24
01-10-00-53-0350	Actuarial Services	9,000.00	6,405.00	0.00	0.00	6,405.00	2,595.00	71.17
01-10-00-53-0380	Consulting Services	110,000.00	63,268.01	7,317.50	0.00	70,585.51	39,414.49	64.17
01-10-00-53-0410	IT Support	93,278.00	99,633.71	4,711.28	0.00	104,344.99	-11,066.99	111.86
01-10-00-53-0429	Vehicle Sticker Program	15,580.00	16,010.49	0.00	0.00	16,010.49	-430.49	102.76
01-10-00-53-1100	Health Inspection Services	15,500.00	11,587.50	0.00	0.00	11,587.50	3,912.50	74.76
01-10-00-53-1250	Unemployment Claims	1,500.00	11,909.83	20,215.78	0.00	32,125.61	-30,625.61	2,141.71
01-10-00-53-2100	Bank Fees	12,767.00	8,500.27	585.82	0.00	9,086.09	3,680.91	71.17
01-10-00-53-2200	Liability Insurance	275,366.00	202,338.46	21,024.70	0.00	223,363.16	52,002.84	81.12
01-10-00-53-2250	IRMA Liability Deductible	25,000.00	0.00	0.00	0.00	0.00	25,000.00	0.00
01-10-00-53-3300	Maint of Office Equipment	11,041.00	8,142.08	906.52	0.00	9,048.60	1,992.40	81.95
01-10-00-53-4100	Training	7,000.00	8,529.24	633.00	229.00	8,933.24	-1,933.24	127.62
01-10-00-53-4250	Travel & Meeting	12,580.00	12,028.15	763.96	0.00	12,792.11	-212.11	101.69
01-10-00-53-4300	Dues & Subscriptions	31,840.00	31,328.03	1,568.61	0.00	32,896.64	-1,056.64	103.32
01-10-00-53-4350	Printing	2,900.00	4,395.26	0.00	0.00	4,395.26	-1,495.26	151.56
01-10-00-53-4400	Medical & Screening	1,500.00	0.00	0.00	0.00	0.00	1,500.00	0.00
01-10-00-53-5300	AdvertisingLegal Notice	2,100.00	922.00	147.00	0.00	1,069.00	1,031.00	50.90
01-10-00-53-5600	Community and Emp Programs	11,500.00	25,066.92	2,661.56	0.00	27,728.48	-16,228.48	241.12
	Contractual Services	682,382.00	547,575.66	62,501.44	229.00	609,848.10	72,533.90	89.37
01-10-00-54-0100	Office Supplies	15,930.00	10,744.13	1,045.64	39.76	11,750.01	4,179.99	73.76
01-10-00-54-0150	Office Equipment	3,000.00	1,804.72	0.00	0.00	1,804.72	1,195.28	60.16
01-10-00-54-1300	Postage	10,500.00	7,920.69	17.47	0.00	7,938.16	2,561.84	75.60
	Materials & Supplies	29,430.00	20,469.54	1,063.11	39.76	21,492.89	7,937.11	73.03
01-10-00-57-5031	Transfer to TIF-Madison	575,000.00	533,000.00	0.00	0.00	533,000.00	42,000.00	92.70
01-10-00-57-5032	Transfer to TIF-North	25,000.00	0.00	0.00	0.00	0.00	25,000.00	0.00
	Other Financing Uses	600,000.00	533,000.00	0.00	0.00	533,000.00	67,000.00	88.83
10	Administration	2,131,807.00	1,719,014.78	137,748.42	1,918.25	1,854,844.95	276,962.05	87.01
14	E911							
01-14-00-53-0380	Consulting Services	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0.00
01-14-00-53-0410	IT Support	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00	100.00
01-14-00-53-3100	Maintenance of Equipment	500.00	0.00	0.00	0.00	0.00	500.00	0.00

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-14-00-53-4100	Training	1,050.00	0.00	0.00	0.00	0.00	1,050.00	0.00
01-14-00-53-4250	Travel & Meeting	1,500.00	0.00	0.00	0.00	0.00	1,500.00	0.00
01-14-00-53-4275	WSCDC Contribution	435,434.00	294,173.28	9,441.81	0.00	303,615.09	131,818.91	69.73
01-14-00-53-4277	Citizens Corps Council	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
01-14-00-53-4278	Medical Reserve Corp	500.00	0.00	0.00	0.00	0.00	500.00	0.00
	Contractual Services	454,984.00	302,173.28	9,441.81	0.00	311,615.09	143,368.91	68.49
14	E911	454,984.00	302,173.28	9,441.81	0.00	311,615.09	143,368.91	68.49
15	Boards and Commissions							
01-15-00-52-0320	FICA	248.00	157.58	22.59	0.00	180.17	67.83	72.65
01-15-00-52-0325	Medicare	58.00	36.85	5.29	0.00	42.14	15.86	72.66
01-15-00-52-0330	IMRF	366.00	235.82	39.87	0.00	275.69	90.31	75.33
01-15-00-52-0375	Fringe Benefits	600.00	450.00	50.00	0.00	500.00	100.00	83.33
	Benefits	1,272.00	880.25	117.75	0.00	998.00	274.00	78.46
01-15-00-53-0380	Consulting Services	15,000.00	8,628.46	0.00	0.00	8,628.46	6,371.54	57.52
01-15-00-53-0400	Secretarial Services	4,000.00	2,541.57	364.42	0.00	2,905.99	1,094.01	72.65
01-15-00-53-0420	Legal Services	6,000.00	9,989.99	2,965.00	0.00	12,954.99	-6,954.99	215.92
01-15-00-53-4100	Training	1,000.00	2,000.00	0.00	0.00	2,000.00	-1,000.00	200.00
01-15-00-53-4250	Travel & Meeting	200.00	48.21	0.00	0.00	48.21	151.79	24.11
01-15-00-53-4300	Dues & Subscriptions	375.00	0.00	375.00	0.00	375.00	0.00	100.00
01-15-00-53-4400	Medical & Screening	3,000.00	5,873.25	0.00	0.00	5,873.25	-2,873.25	195.78
01-15-00-53-4450	Testing	15,000.00	3,958.96	0.00	0.00	3,958.96	11,041.04	26.39
01-15-00-53-5300	AdvertisingLegal Notice	1,250.00	1,652.00	0.00	0.00	1,652.00	-402.00	132.16
	Contractual Services	45,825.00	34,692.44	3,704.42	0.00	38,396.86	7,428.14	83.79
01-15-00-54-0100	Office Supplies	150.00	0.00	0.00	0.00	0.00	150.00	0.00
01-15-00-54-1300	Postage	25.00	0.00	0.00	0.00	0.00	25.00	0.00
	Materials & Supplies	175.00	0.00	0.00	0.00	0.00	175.00	0.00
15	Boards and Commissions	47,272.00	35,572.69	3,822.17	0.00	39,394.86	7,877.14	83.34
20	Building and Development							
01-20-00-51-0200	Full-Time Salaries	267,371.00	197,354.84	19,258.24	0.00	216,613.08	50,757.92	81.02
01-20-00-51-1700	Overtime	500.00	0.00	0.00	0.00	0.00	500.00	0.00
01-20-00-51-1950	Insurance Refusal Reimbursemnt	1,373.00	1,012.50	112.50	0.00	1,125.00	248.00	81.94
	Personal Services	269,244.00	198,367.34	19,370.74	0.00	217,738.08	51,505.92	80.87
01-20-00-52-0320	FICA	15,961.00	11,604.76	1,177.60	0.00	12,782.36	3,178.64	80.08
01-20-00-52-0325	Medicare	3,909.00	2,803.79	275.40	0.00	3,079.19	829.81	78.77

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-20-00-52-0330	IMRF	24,556.00	17,875.44	2,054.62	0.00	19,930.06	4,625.94	81.16
01-20-00-52-0375	Fringe Benefits	1,980.00	1,465.00	125.00	0.00	1,590.00	390.00	80.30
01-20-00-52-0400	Health Insurance	38,135.00	28,146.02	3,557.64	337.40	31,366.26	6,768.74	82.25
01-20-00-52-0425	Life Insurance	147.00	100.80	11.20	0.00	112.00	35.00	76.19
01-20-00-52-0430	VEBA Contributions	8,817.00	6,090.87	0.00	0.00	6,090.87	2,726.13	69.08
	Benefits	93,505.00	68,086.68	7,201.46	337.40	74,950.74	18,554.26	80.16
01-20-00-53-0370	Professional Services	10,750.00	7,851.26	718.97	0.00	8,570.23	2,179.77	79.72
01-20-00-53-1300	Inspection Services	67,625.00	42,804.00	7,348.50	0.00	50,152.50	17,472.50	74.16
01-20-00-53-1305	Plan Review Services	30,000.00	36,509.68	5,991.07	0.00	42,500.75	-12,500.75	141.67
01-20-00-53-3200	Vehicle Maintenance	400.00	224.08	0.00	0.00	224.08	175.92	56.02
01-20-00-53-4100	Training	500.00	0.00	0.00	0.00	0.00	500.00	0.00
01-20-00-53-4300	Dues & Subscriptions	860.00	67.50	0.00	0.00	67.50	792.50	7.85
	Contractual Services	110,135.00	87,456.52	14,058.54	0.00	101,515.06	8,619.94	92.17
01-20-00-54-0100	Office Supplies	500.00	0.00	0.00	0.00	0.00	500.00	0.00
01-20-00-54-0150	Office Equipment	150.00	0.00	0.00	0.00	0.00	150.00	0.00
01-20-00-54-0200	Gas & Oil	85.00	344.02	0.00	0.00	344.02	-259.02	404.73
01-20-00-54-0600	Operating Supplies	500.00	0.00	0.00	0.00	0.00	500.00	0.00
	Materials & Supplies	1,235.00	344.02	0.00	0.00	344.02	890.98	27.86
01-20-00-57-5013	Transfer to CERF	1,440.00	1,080.00	120.00	0.00	1,200.00	240.00	83.33
	Other Financing Uses	<u>1,440.00</u>	<u>1,080.00</u>	<u>120.00</u>	<u>0.00</u>	<u>1,200.00</u>	<u>240.00</u>	<u>83.33</u>
20	Building and Development	475,559.00	355,334.56	40,750.74	337.40	395,747.90	79,811.10	83.22
30	Legal Services							
01-30-00-53-0420	Labor and Employment Legal Svc	50,000.00	26,982.50	8,585.00	0.00	35,567.50	14,432.50	71.14
01-30-00-53-0425	Village Attorney	110,000.00	85,739.55	12,504.82	0.00	98,244.37	11,755.63	89.31
01-30-00-53-0426	Village Prosecutor	12,000.00	8,000.00	1,003.00	0.00	9,003.00	2,997.00	75.03
	Contractual Services	<u>172,000.00</u>	<u>120,722.05</u>	<u>22,092.82</u>	<u>0.00</u>	<u>142,814.87</u>	<u>29,185.13</u>	<u>83.03</u>
30	Legal Services	172,000.00	120,722.05	22,092.82	0.00	142,814.87	29,185.13	83.03
40	Police Department							
01-40-00-51-0100	Salaries Sworn	2,892,596.00	1,945,253.88	221,752.96	0.00	2,167,006.84	725,589.16	74.92
01-40-00-51-0200	Salaries Regular	129,684.00	99,521.81	10,834.42	0.00	110,356.23	19,327.77	85.10
01-40-00-51-1500	Specialist Pay	40,333.00	25,589.75	2,849.00	0.00	28,438.75	11,894.25	70.51
01-40-00-51-1600	Holiday Pay	130,329.00	62,154.12	0.00	0.00	62,154.12	68,174.88	47.69
01-40-00-51-1700	Overtime	180,250.00	114,003.81	13,168.27	0.00	127,172.08	53,077.92	70.55
01-40-00-51-1727	IDOT STEP Overtime	19,323.00	5,387.65	0.00	0.00	5,387.65	13,935.35	27.88
01-40-00-51-1800	Educational Incentives	36,800.00	0.00	0.00	0.00	0.00	36,800.00	0.00
01-40-00-51-1950	Insurance Refusal Reim	925.00	750.00	150.00	0.00	900.00	25.00	97.30

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-40-00-51-3000	Part-Time Salaries	48,478.00	22,638.32	2,659.56	0.00	25,297.88	23,180.12	52.18
	Personal Services	3,478,718.00	2,275,299.34	251,414.21	0.00	2,526,713.55	952,004.45	72.63
01-40-00-52-0320	FICA	12,164.00	7,380.04	812.39	0.00	8,192.43	3,971.57	67.35
01-40-00-52-0325	Medicare	47,955.00	31,103.63	3,355.91	0.00	34,459.54	13,495.46	71.86
01-40-00-52-0330	IMRF	15,453.00	10,475.12	1,384.34	0.00	11,859.46	3,593.54	76.75
01-40-00-52-0375	Fringe Benefits	1,800.00	900.00	100.00	0.00	1,000.00	800.00	55.56
01-40-00-52-0400	Health Insurance	481,615.00	344,948.84	45,349.82	6,778.38	383,520.28	98,094.72	79.63
01-40-00-52-0420	Health Insurance - Retirees	91,713.00	70,574.98	29,072.30	13,188.23	86,459.05	5,253.95	94.27
01-40-00-52-0425	Life Insurance	2,131.00	1,600.68	524.77	343.24	1,782.21	348.79	83.63
01-40-00-52-0430	VEBA Contributions	79,638.00	61,526.58	0.00	0.00	61,526.58	18,111.42	77.26
01-40-00-53-0009	Contribution to Police Pension	1,584,000.00	771,479.75	176,639.10	0.00	948,118.85	635,881.15	59.86
	Benefits	2,316,469.00	1,299,989.62	257,238.63	20,309.85	1,536,918.40	779,550.60	66.35
01-40-00-53-0200	Communications	3,148.00	2,257.35	271.96	0.00	2,529.31	618.69	80.35
01-40-00-53-0385	Administrative Adjudication	23,740.00	12,334.00	1,550.00	0.00	13,884.00	9,856.00	58.48
01-40-00-53-0410	IT Support	15,766.00	5,477.45	318.31	0.00	5,795.76	9,970.24	36.76
01-40-00-53-0430	Animal Control	2,500.00	630.00	120.00	0.00	750.00	1,750.00	30.00
01-40-00-53-3100	Maint of Equipment	15,316.00	1,575.37	690.91	0.00	2,266.28	13,049.72	14.80
01-40-00-53-3200	Maintenance of Vehicles	47,131.00	26,393.05	4,605.85	0.00	30,998.90	16,132.10	65.77
01-40-00-53-3600	Maintenance of Buildings	1,000.00	667.41	0.00	0.00	667.41	332.59	66.74
01-40-00-53-4100	Training	32,960.00	16,514.48	9,999.07	229.00	26,284.55	6,675.45	79.75
01-40-00-53-4200	Community Support Services	88,700.00	74,502.68	10,359.93	0.00	84,862.61	3,837.39	95.67
01-40-00-53-4250	Travel & Meeting	4,450.00	440.71	21.56	0.00	462.27	3,987.73	10.39
01-40-00-53-4300	Dues & Subscriptions	8,303.00	9,334.67	589.41	0.00	9,924.08	-1,621.08	119.52
01-40-00-53-4350	Printing	5,500.00	4,492.27	110.00	0.00	4,602.27	897.73	83.68
01-40-00-53-4400	Medical & Screening	5,465.00	213.00	0.00	0.00	213.00	5,252.00	3.90
01-40-00-53-5400	Damage Claims	5,000.00	0.00	7,663.83	0.00	7,663.83	-2,663.83	153.28
	Contractual Services	258,979.00	154,832.44	36,300.83	229.00	190,904.27	68,074.73	73.71
01-40-00-54-0100	Office Supplies	10,000.00	6,039.12	573.23	0.00	6,612.35	3,387.65	66.12
01-40-00-54-0150	Equipment	26,244.00	19,968.00	0.00	0.00	19,968.00	6,276.00	76.09
01-40-00-54-0200	Gas & Oil	44,449.00	30,416.25	3,789.80	0.00	34,206.05	10,242.95	76.96
01-40-00-54-0300	Uniforms Sworn Personnel	27,683.00	19,406.25	3,913.75	1,384.52	21,935.48	5,747.52	79.24
01-40-00-54-0310	Uniforms Other Personnel	1,200.00	84.99	0.00	0.00	84.99	1,115.01	7.08
01-40-00-54-0400	Prisoner Care	3,540.00	1,772.60	299.22	0.00	2,071.82	1,468.18	58.53
01-40-00-54-0600	Operating Supplies	6,268.00	3,128.46	0.00	0.00	3,128.46	3,139.54	49.91
01-40-00-54-0601	Radios	8,350.00	640.00	0.00	0.00	640.00	7,710.00	7.66
01-40-00-54-0602	Firearms and Range Supplies	17,640.00	9,604.42	5,906.84	0.00	15,511.26	2,128.74	87.93
01-40-00-54-0603	Evidence Supplies	7,650.00	3,295.71	98.97	0.00	3,394.68	4,255.32	44.37
01-40-00-54-0605	DUI Expenditures	7,038.00	0.00	823.63	0.00	823.63	6,214.37	11.70
01-40-00-54-0610	Drug Forfeiture Expenditures	1,616.00	2,210.00	0.00	0.00	2,210.00	-594.00	136.76

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-40-00-54-0615	Article 36 Exp	2,652.00	0.00	0.00	0.00	0.00	2,652.00	0.00
	Materials & Supplies	164,330.00	96,565.80	15,405.44	1,384.52	110,586.72	53,743.28	67.30
01-40-00-57-5013	Transfer to CERF	186,687.00	140,015.25	15,557.25	0.00	155,572.50	31,114.50	83.33
	Other Financing Uses	186,687.00	140,015.25	15,557.25	0.00	155,572.50	31,114.50	83.33
40	Police Department	6,405,183.00	3,966,702.45	575,916.36	21,923.37	4,520,695.44	1,884,487.56	70.58
50	Fire Department							
01-50-00-51-0100	Salaries Sworn	1,839,755.00	1,409,997.81	146,903.58	0.00	1,556,901.39	282,853.61	84.63
01-50-00-51-0200	Salaries Regular	81,838.00	63,224.94	7,057.60	0.00	70,282.54	11,555.46	85.88
01-50-00-51-1500	Specialist Pay	138,016.00	108,677.89	11,678.26	0.00	120,356.15	17,659.85	87.20
01-50-00-51-1600	Holiday Pay	76,499.00	38,299.78	0.00	0.00	38,299.78	38,199.22	50.07
01-50-00-51-1700	Overtime	140,000.00	130,869.03	11,991.85	0.00	142,860.88	-2,860.88	102.04
01-50-00-51-1750	Compensated Absences-Retiremt	0.00	126.94	0.00	0.00	126.94	-126.94	0.00
01-50-00-51-1800	Educational Incentives	14,800.00	15,000.00	0.00	0.00	15,000.00	-200.00	101.35
01-50-00-51-1950	Insurance Refusal Reimb	1,525.00	625.00	125.00	0.00	750.00	775.00	49.18
01-50-00-51-3000	Part-Time Salaries	32,473.00	21,980.62	2,134.46	0.00	24,115.08	8,357.92	74.26
	Personal Services	2,324,906.00	1,788,802.01	179,890.75	0.00	1,968,692.76	356,213.24	84.68
01-50-00-52-0320	FICA	7,124.00	5,012.72	532.89	0.00	5,545.61	1,578.39	77.84
01-50-00-52-0325	Medicare	33,724.00	24,862.13	2,487.08	0.00	27,349.21	6,374.79	81.10
01-50-00-52-0330	IMRF	10,459.00	7,539.45	940.27	0.00	8,479.72	1,979.28	81.08
01-50-00-52-0375	Fringe Benefits	1,200.00	900.00	100.00	0.00	1,000.00	200.00	83.33
01-50-00-52-0400	Health Insurance	275,822.00	219,020.59	28,141.06	4,251.42	242,910.23	32,911.77	88.07
01-50-00-52-0420	Health Insurance - Retirees	35,225.00	28,203.84	12,522.95	7,886.99	32,839.80	2,385.20	93.23
01-50-00-52-0425	Life Insurance	1,456.00	999.03	284.13	175.90	1,107.26	348.74	76.05
01-50-00-52-0430	VEBA Contributions	57,192.00	46,747.93	0.00	0.00	46,747.93	10,444.07	81.74
01-50-00-53-0010	Contribution to Fire Pension	1,464,017.00	758,054.05	159,148.64	0.00	917,202.69	546,814.31	62.65
	Benefits	1,886,219.00	1,091,339.74	204,157.02	12,314.31	1,283,182.45	603,036.55	68.03
01-50-00-53-0200	Communications	2,300.00	707.14	254.90	0.00	962.04	1,337.96	41.83
01-50-00-53-0410	IT Support	7,126.00	795.00	0.00	0.00	795.00	6,331.00	11.16
01-50-00-53-3100	Maintenance of Equipment	8,050.00	5,983.10	860.00	0.00	6,843.10	1,206.90	85.01
01-50-00-53-3200	Maintenance of Vehicles	34,250.00	30,211.74	7,794.23	0.00	38,005.97	-3,755.97	110.97
01-50-00-53-3300	Maint of Office Equipment	500.00	0.00	0.00	0.00	0.00	500.00	0.00
01-50-00-53-3600	Maintenance of Buildings	3,500.00	229.80	455.41	0.00	685.21	2,814.79	19.58
01-50-00-53-4100	Training	24,500.00	3,925.00	628.38	0.00	4,553.38	19,946.62	18.59
01-50-00-53-4200	Community Support Services	16,300.00	12,091.30	0.00	0.00	12,091.30	4,208.70	74.18
01-50-00-53-4250	Travel & Meeting	3,950.00	555.85	114.24	0.00	670.09	3,279.91	16.96
01-50-00-53-4300	Dues & Subscriptions	3,700.00	2,109.13	260.00	0.00	2,369.13	1,330.87	64.03

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-50-00-53-4400	Medical & Screening	15,000.00	450.00	0.00	0.00	450.00	14,550.00	3.00
	Contractual Services	119,176.00	57,058.06	10,367.16	0.00	67,425.22	51,750.78	56.58
01-50-00-54-0100	Office Supplies	1,500.00	545.79	0.00	0.00	545.79	954.21	36.39
01-50-00-54-0200	Gas & Oil	13,234.00	9,552.98	987.03	0.00	10,540.01	2,693.99	79.64
01-50-00-54-0300	Uniforms Sworn	18,450.00	6,014.95	139.49	0.00	6,154.44	12,295.56	33.36
	Personnel							
01-50-00-54-0600	Operating Supplies	23,300.00	20,010.19	565.09	25.00	20,550.28	2,749.72	88.20
	Materials & Supplies	56,484.00	36,123.91	1,691.61	25.00	37,790.52	18,693.48	66.90
01-50-00-57-5013	Transfer to CERF	160,509.00	120,381.75	13,375.75	0.00	133,757.50	26,751.50	83.33
	Other Financing Uses	160,509.00	120,381.75	13,375.75	0.00	133,757.50	26,751.50	83.33
50	Fire Department	4,547,294.00	3,093,705.47	409,482.29	12,339.31	3,490,848.45	1,056,445.55	76.77
60	Public Works							
01-60-01-51-0200	Salaries Regular	509,854.00	371,762.67	42,035.46	0.00	413,798.13	96,055.87	81.16
01-60-01-51-1500	Certification Pay	7,950.00	7,650.00	0.00	0.00	7,650.00	300.00	96.23
01-60-01-51-1700	Overtime	50,000.00	34,571.00	22,048.75	0.00	56,619.75	-6,619.75	113.24
01-60-01-51-1950	Insurance Refusal Reim	8.00	0.00	0.00	0.00	0.00	8.00	0.00
01-60-01-51-3000	Part-Time Salaries	8,000.00	0.00	0.00	0.00	0.00	8,000.00	0.00
	Personal Services	575,812.00	413,983.67	64,084.21	0.00	478,067.88	97,744.12	83.02
01-60-01-52-0320	FICA	34,941.00	24,790.27	3,959.08	0.00	28,749.35	6,191.65	82.28
01-60-01-52-0325	Medicare	8,339.00	5,937.03	925.95	0.00	6,862.98	1,476.02	82.30
01-60-01-52-0330	IMRF	51,580.00	38,108.75	6,916.14	0.00	45,024.89	6,555.11	87.29
01-60-01-52-0375	Fringe Benefits	4,140.00	3,215.00	702.00	0.00	3,917.00	223.00	94.61
01-60-01-52-0400	Health Insurance	138,233.00	101,751.43	10,393.42	675.91	111,468.94	26,764.06	80.64
01-60-01-52-0420	Health Insurance - Retirees	14,947.00	9,802.42	7,695.88	3,666.42	13,831.88	1,115.12	92.54
01-60-01-52-0425	Life Insurance	265.00	177.98	96.49	68.45	206.02	58.98	77.74
01-60-01-52-0430	VEBA Contributions	6,330.00	6,354.52	0.00	0.00	6,354.52	-24.52	100.39
	Benefits	258,775.00	190,137.40	30,688.96	4,410.78	216,415.58	42,359.42	83.63
01-60-01-53-0200	Communications	1,210.00	540.36	65.29	0.00	605.65	604.35	50.05
01-60-01-53-0380	Consulting Services	23,000.00	270.00	0.00	0.00	270.00	22,730.00	1.17
01-60-01-53-0410	IT Support	21,100.00	14,881.35	2,445.88	0.00	17,327.23	3,772.77	82.12
01-60-01-53-1310	Julie Notifications	1,000.00	878.21	0.00	0.00	878.21	121.79	87.82
01-60-01-53-3100	Maintenance of Equipment	3,500.00	419.26	0.00	0.00	419.26	3,080.74	11.98
01-60-01-53-3200	Maintenance of Vehicles	25,500.00	9,293.54	4,256.36	8.77	13,541.13	11,958.87	53.10
01-60-01-53-3400	Maintenance TrafficSt Lights	73,380.00	46,060.84	3,706.12	0.00	49,766.96	23,613.04	67.82
01-60-01-53-3550	Tree Maintenance	98,500.00	113,881.50	4,125.00	0.00	118,006.50	-19,506.50	119.80
01-60-01-53-3600	Maintenance of Bldgs & Grounds	74,550.00	66,721.78	3,990.04	0.00	70,711.82	3,838.18	94.85
01-60-01-53-3610	Maintenance Sidewalks	55,000.00	55,088.78	0.00	0.00	55,088.78	-88.78	100.16

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-60-01-53-3620	Maintenance Streets	123,000.00	132,551.44	0.00	0.00	132,551.44	-9,551.44	107.77
01-60-01-53-4100	Training	1,200.00	316.40	0.00	0.00	316.40	883.60	26.37
01-60-01-53-4250	Travel & Meeting	6,460.00	1,827.40	25.00	0.00	1,852.40	4,607.60	28.67
01-60-01-53-4300	Dues & Subscriptions	2,310.00	5,598.00	380.00	0.00	5,978.00	-3,668.00	258.79
01-60-01-53-4400	Medical & Screening	1,300.00	989.00	0.00	0.00	989.00	311.00	76.08
01-60-01-53-5300	AdvertisingLegal Notice	1,000.00	1,076.62	11.02	0.00	1,087.64	-87.64	108.76
01-60-01-53-5350	Dumping Fees	13,000.00	5,967.24	163.38	0.00	6,130.62	6,869.38	47.16
01-60-01-53-5400	Damage Claims	25,000.00	20,100.05	9,679.00	0.00	29,779.05	-4,779.05	119.12
01-60-01-53-5450	St Light Electricity	31,500.00	16,897.50	3,857.81	0.00	20,755.31	10,744.69	65.89
01-60-05-53-5500	Collection & Disposal	1,093,840.00	731,446.35	91,756.15	0.00	823,202.50	270,637.50	75.26
01-60-05-53-5510	Leaf Disposal	66,500.00	88,455.51	202.82	0.00	88,658.33	-22,158.33	133.32
	Contractual Services	1,741,850.00	1,313,261.13	124,663.87	8.77	1,437,916.23	303,933.77	82.55
01-60-01-54-0100	Office Supplies	1,000.00	388.00	0.00	0.00	388.00	612.00	38.80
01-60-01-54-0200	Gas & Oil	21,354.00	11,840.31	2,028.24	0.00	13,868.55	7,485.45	64.95
01-60-01-54-0310	Uniforms	5,450.00	2,334.82	208.31	0.00	2,543.13	2,906.87	46.66
01-60-01-54-0500	Vehicle Parts	10,000.00	6,349.68	131.87	0.00	6,481.55	3,518.45	64.82
01-60-01-54-0600	Operating Supplies & Equipment	36,370.00	24,210.12	4,916.24	0.00	29,126.36	7,243.64	80.08
01-60-01-54-0800	Trees	36,000.00	29,655.80	0.00	0.00	29,655.80	6,344.20	82.38
01-60-01-54-2100	Snow & Ice Control	64,700.00	17,988.86	27,823.04	0.00	45,811.90	18,888.10	70.81
01-60-05-54-0600	Operating Supplies	500.00	0.00	0.00	0.00	0.00	500.00	0.00
	Materials & Supplies	175,374.00	92,767.59	35,107.70	0.00	127,875.29	47,498.71	72.92
01-60-01-57-5013	Transfer to CERF	108,159.00	81,119.25	9,013.25	0.00	90,132.50	18,026.50	83.33
	Other Financing Uses	108,159.00	81,119.25	9,013.25	0.00	90,132.50	18,026.50	83.33
60	Public Works	2,859,970.00	2,091,269.04	263,557.99	4,419.55	2,350,407.48	509,562.52	82.18
	Expense	17,094,069.00	11,684,494.32	1,462,812.60	40,937.88	13,106,369.04	3,987,699.96	76.67
01	General Fund	644,273.00	915,640.34	1,485,876.92	1,469,434.42	932,082.84	-287,809.84	144.67

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
02	Water & Sewer Fund							
00								
02-00-00-42-2360	Permit Fees	17,480.00	15,900.00	0.00	500.00	16,400.00	1,080.00	93.82
	Licenses & Permits	17,480.00	15,900.00	0.00	500.00	16,400.00	1,080.00	93.82
02-00-00-43-3100	Water Sales	3,198,881.00	2,317,242.45	321.44	329.34	2,317,250.35	881,630.65	72.44
02-00-00-43-3150	Sewer Sales	2,075,695.00	1,519,979.50	79.41	151.19	1,520,051.28	555,643.72	73.23
02-00-00-43-3160	Water Penalties	29,010.00	26,975.93	1,309.36	3,556.78	29,223.35	-213.35	100.74
02-00-00-43-3515	NSF Fees	200.00	0.00	0.00	0.00	0.00	200.00	0.00
	Charges for Services	5,303,786.00	3,864,197.88	1,710.21	4,037.31	3,866,524.98	1,437,261.02	72.90
02-00-00-45-5100	Interest	18,989.00	29,405.78	0.00	1,581.95	30,987.73	-11,998.73	163.19
02-00-00-45-5200	Net Change in Fair Value	0.00	-100.00	0.00	0.00	-100.00	100.00	0.00
	Interest	18,989.00	29,305.78	0.00	1,581.95	30,887.73	-11,898.73	162.66
02-00-00-46-6410	Miscellaneous	5,000.00	800.00	0.00	100.00	900.00	4,100.00	18.00
02-00-00-46-6417	IRMA	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0.00
	Reimbursements							
02-00-00-46-6580	Sale of Meters	10,000.00	10,368.00	0.00	210.00	10,578.00	-578.00	105.78
	Miscellaneous	17,000.00	11,168.00	0.00	310.00	11,478.00	5,522.00	67.52
00		5,357,255.00	3,920,571.66	1,710.21	6,429.26	3,925,290.71	1,431,964.29	73.27
	Revenue	5,357,255.00	3,920,571.66	1,710.21	6,429.26	3,925,290.71	1,431,964.29	73.27
60	Public Works							
02-60-06-51-0200	Salaries Regular	807,308.00	607,761.01	67,512.09	0.00	675,273.10	132,034.90	83.65
02-60-06-51-1500	Specialists Pay	2,100.00	2,100.00	0.00	0.00	2,100.00	0.00	100.00
02-60-06-51-1700	Overtime	12,000.00	4,939.52	928.36	705.53	5,162.35	6,837.65	43.02
02-60-06-51-1950	Insurance Refusal	620.00	1,200.00	125.00	0.00	1,325.00	-705.00	213.71
	Reimb							
02-60-06-51-3000	Part-Time Salaries	15,200.00	11,486.26	0.00	0.00	11,486.26	3,713.74	75.57
	Personal Services	837,228.00	627,486.79	68,565.45	705.53	695,346.71	141,881.29	83.05
02-60-06-52-0100	ICMA Retirement	1,480.00	1,110.11	123.36	0.00	1,233.47	246.53	83.34
02-60-06-52-0320	FICA	50,952.00	37,105.86	4,169.06	0.00	41,274.92	9,677.08	81.01
02-60-06-52-0325	Medicare	12,267.00	8,998.97	974.98	0.00	9,973.95	2,293.05	81.31
02-60-06-52-0330	IMRF	75,668.00	56,508.14	7,274.19	0.00	63,782.33	11,885.67	84.29
02-60-06-52-0375	Fringe Benefits	5,280.00	3,977.50	748.00	0.00	4,725.50	554.50	89.50
02-60-06-52-0400	Health Insurance	178,702.00	135,724.61	14,413.27	941.59	149,196.29	29,505.71	83.49
02-60-06-52-0420	Health Insurance - Retirees	3,040.00	2,641.40	1,532.00	566.66	3,606.74	-566.74	118.64
02-60-06-52-0425	Life Insurance	442.00	319.73	203.15	167.03	355.85	86.15	80.51
02-60-06-52-0430	VEBA Contributions	13,673.00	11,721.44	0.00	0.00	11,721.44	1,951.56	85.73

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
	Benefits	341,504.00	258,107.76	29,438.01	1,675.28	285,870.49	55,633.51	83.71
02-60-06-53-0100	Electricity	38,004.00	27,946.18	4,431.04	0.00	32,377.22	5,626.78	85.19
02-60-06-53-0200	Communications	5,460.00	3,676.60	424.90	0.00	4,101.50	1,358.50	75.12
02-60-06-53-0300	Auditing	9,330.00	10,748.50	0.00	0.00	10,748.50	-1,418.50	115.20
02-60-06-53-0380	Consulting Services	31,000.00	18,071.18	1,358.82	0.00	19,430.00	11,570.00	62.68
02-60-06-53-0410	IT Support	64,692.00	29,719.09	2,406.87	0.00	32,125.96	32,566.04	49.66
02-60-06-53-1300	Inspections	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
02-60-06-53-1310	JULIE Participation	2,345.00	878.21	0.00	0.00	878.21	1,466.79	37.45
02-60-06-53-2100	Bank Fees	29,454.00	22,678.80	2,892.92	0.00	25,571.72	3,882.28	86.82
02-60-06-53-2200	Liability Insurance	40,021.00	29,582.43	3,229.55	0.00	32,811.98	7,209.02	81.99
02-60-06-53-2250	IRMA Deductible	9,500.00	0.00	0.00	0.00	0.00	9,500.00	0.00
02-60-06-53-3050	Water System	120,500.00	53,514.45	10,670.82	118.96	64,066.31	56,433.69	53.17
	Maintenance							
02-60-06-53-3055	Hydrant Maintenance	24,000.00	783.49	0.00	0.00	783.49	23,216.51	3.26
02-60-06-53-3200	Maintenance of	8,000.00	6,181.58	1,024.92	0.00	7,206.50	793.50	90.08
	Vehicles							
02-60-06-53-3300	Maint of Office	1,000.00	1,470.31	100.73	0.00	1,571.04	-571.04	157.10
	Equipment							
02-60-06-53-3600	Maintenance of	25,750.00	18,271.73	1,213.58	0.00	19,485.31	6,264.69	75.67
	Buildings							
02-60-06-53-3620	Maintenance of	15,000.00	12,501.00	0.00	0.00	12,501.00	2,499.00	83.34
	Streets							
02-60-06-53-3630	Overhead Sewer	59,000.00	14,210.00	7,500.00	0.00	21,710.00	37,290.00	36.80
	Program							
02-60-06-53-3640	SewerCatch Basin	50,000.00	28,572.66	1,130.50	0.00	29,703.16	20,296.84	59.41
	Repair							
02-60-06-53-4100	Training	1,150.00	0.00	0.00	0.00	0.00	1,150.00	0.00
02-60-06-53-4250	Travel & Meeting	3,185.00	2,219.28	19.00	0.00	2,238.28	946.72	70.28
02-60-06-53-4300	Dues & Subscriptions	1,460.00	1,686.35	0.00	0.00	1,686.35	-226.35	115.50
02-60-06-53-4350	Printing	5,750.00	2,714.82	0.00	0.00	2,714.82	3,035.18	47.21
02-60-06-53-4400	Medical & Screening	700.00	0.00	0.00	0.00	0.00	700.00	0.00
02-60-06-53-4480	Water Testing	3,470.00	1,695.00	525.00	0.00	2,220.00	1,250.00	63.98
02-60-06-53-5300	AdvertisingLegal	500.00	0.00	0.00	0.00	0.00	500.00	0.00
	Notice							
02-60-06-53-5350	Dumping Fees	20,000.00	17,521.15	397.03	0.00	17,918.18	2,081.82	89.59
02-60-06-53-5400	Damage Claims	4,000.00	7,380.37	0.00	0.00	7,380.37	-3,380.37	184.51
	Contractual	574,271.00	312,023.18	37,325.68	118.96	349,229.90	225,041.10	60.81
	Services							
02-60-06-54-0100	Office Supplies	500.00	179.00	14.70	0.00	193.70	306.30	38.74
02-60-06-54-0200	Gas & Oil	13,094.00	7,790.76	370.07	0.00	8,160.83	4,933.17	62.32
02-60-06-54-0310	Uniforms	1,475.00	201.25	139.99	0.00	341.24	1,133.76	23.13
02-60-06-54-0500	Vehicle Parts	8,000.00	4,796.14	1,951.58	0.00	6,747.72	1,252.28	84.35
02-60-06-54-0600	Operating Supplies	68,300.00	41,320.54	1,990.12	0.00	43,310.66	24,989.34	63.41
02-60-06-54-1300	Postage	9,000.00	5,706.76	416.31	0.00	6,123.07	2,876.93	68.03
02-60-06-54-2200	Water from Chicago	1,642,606.00	1,040,214.39	106,373.94	0.00	1,146,588.33	496,017.67	69.80
	Materials & Supplies	1,742,975.00	1,100,208.84	111,256.71	0.00	1,211,465.55	531,509.45	69.51

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
02-60-06-55-0500	Building Improvements	55,000.00	55,490.19	0.00	0.00	55,490.19	-490.19	100.89
02-60-06-55-1150	Sewer System Improvements	175,000.00	142,477.00	33,200.00	0.00	175,677.00	-677.00	100.39
02-60-06-55-1300	Water System Improvements	683,380.00	17,455.00	7,800.00	0.00	25,255.00	658,125.00	3.70
02-60-06-55-1400	Meter Replacement Program	22,000.00	9,617.47	0.00	0.00	9,617.47	12,382.53	43.72
02-60-06-55-9100	Street Improvements	70,000.00	70,000.00	0.00	0.00	70,000.00	0.00	100.00
	Capital Outlay	1,005,380.00	295,039.66	41,000.00	0.00	336,039.66	669,340.34	33.42
02-60-06-55-0010	Depreciation Expense	355,000.00	0.00	0.00	0.00	0.00	355,000.00	0.00
	Depreciation	355,000.00	0.00	0.00	0.00	0.00	355,000.00	0.00
02-60-06-56-0104	IEPA Loan Principal	634,690.00	634,690.08	0.00	0.00	634,690.08	-0.08	100.00
02-60-06-56-0105	IEPA Loan Interest	282,456.00	282,455.72	0.00	0.00	282,455.72	0.28	100.00
	Debt Service	917,146.00	917,145.80	0.00	0.00	917,145.80	0.20	100.00
02-60-06-57-5013	Transfer to CERF	106,986.00	80,239.50	8,915.50	0.00	89,155.00	17,831.00	83.33
	Other Financing Uses	106,986.00	80,239.50	8,915.50	0.00	89,155.00	17,831.00	83.33
60	Public Works	<u>5,880,490.00</u>	<u>3,590,251.53</u>	<u>296,501.35</u>	<u>2,499.77</u>	<u>3,884,253.11</u>	<u>1,996,236.89</u>	<u>66.05</u>
	Expense	<u>5,880,490.00</u>	<u>3,590,251.53</u>	<u>296,501.35</u>	<u>2,499.77</u>	<u>3,884,253.11</u>	<u>1,996,236.89</u>	<u>66.05</u>
02	Water & Sewer Fund	523,235.00	-330,320.13	298,211.56	8,929.03	-41,037.60	564,272.60	-7.84

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
03	Motor Fuel Tax Fund							
00								
03-00-00-45-5100	Interest	9,790.00	4,173.57	0.00	405.69	4,579.26	5,210.74	46.77
	Interest	9,790.00	4,173.57	0.00	405.69	4,579.26	5,210.74	46.77
03-00-00-47-7090	State Grants and Reimbursemnts	11,200.00	0.00	0.00	20,258.98	20,258.98	-9,058.98	180.88
03-00-00-47-7100	State Allotment	284,327.00	218,234.00	0.00	19,464.74	237,698.74	46,628.26	83.60
03-00-00-47-7200	State Renewal Allotment	0.00	80,908.23	0.00	15,286.32	96,194.55	-96,194.55	0.00
	Intergovernmental	295,527.00	299,142.23	0.00	55,010.04	354,152.27	-58,625.27	119.84
00		305,317.00	303,315.80	0.00	55,415.73	358,731.53	-53,414.53	117.49
	Revenue	305,317.00	303,315.80	0.00	55,415.73	358,731.53	-53,414.53	117.49
00								
03-00-00-53-0390	Engineering Fees	14,000.00	0.00	0.00	0.00	0.00	14,000.00	0.00
03-00-00-53-2100	Bank Fees	60.00	0.00	0.00	0.00	0.00	60.00	0.00
03-00-00-53-3620	Street Maintenance	50,000.00	29,552.98	0.00	0.00	29,552.98	20,447.02	59.11
	Contractual Services	64,060.00	29,552.98	0.00	0.00	29,552.98	34,507.02	46.13
03-00-00-55-9100	Street Improvement	381,830.00	360,849.80	8,071.73	0.00	368,921.53	12,908.47	96.62
	Capital Outlay	381,830.00	360,849.80	8,071.73	0.00	368,921.53	12,908.47	96.62
00		445,890.00	390,402.78	8,071.73	0.00	398,474.51	47,415.49	89.37
	Expense	445,890.00	390,402.78	8,071.73	0.00	398,474.51	47,415.49	89.37
03	Motor Fuel Tax Fund	140,573.00	87,086.98	8,071.73	55,415.73	39,742.98	100,830.02	28.27

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
05	Debt Service Fund							
00								
05-00-00-41-1000	Prior Yrs Taxes	124,944.00	120,408.28	0.00	283.42	120,691.70	4,252.30	96.60
05-00-00-41-1021	Property Taxes Current	138,941.00	0.00	0.00	31,085.12	31,085.12	107,855.88	22.37
	Property Taxes	263,885.00	120,408.28	0.00	31,368.54	151,776.82	112,108.18	57.52
05-00-00-45-5100	Interest	4,173.00	4,897.80	0.00	127.19	5,024.99	-851.99	120.42
	Interest	<u>4,173.00</u>	<u>4,897.80</u>	<u>0.00</u>	<u>127.19</u>	<u>5,024.99</u>	<u>-851.99</u>	<u>120.42</u>
00		<u>268,058.00</u>	<u>125,306.08</u>	<u>0.00</u>	<u>31,495.73</u>	<u>156,801.81</u>	<u>111,256.19</u>	<u>58.50</u>
	Revenue	268,058.00	125,306.08	0.00	31,495.73	156,801.81	111,256.19	58.50
00								
05-00-00-53-2100	Bank Fees	500.00	0.00	0.00	0.00	0.00	500.00	0.00
	Contractual Services	500.00	0.00	0.00	0.00	0.00	500.00	0.00
05-00-00-56-0033	2018 GO Bond Principal	254,000.00	254,000.00	0.00	0.00	254,000.00	0.00	100.00
05-00-00-56-0034	2018 GO Bond Interest	5,461.00	5,461.00	0.00	0.00	5,461.00	0.00	100.00
	Debt Service	<u>259,461.00</u>	<u>259,461.00</u>	<u>0.00</u>	<u>0.00</u>	<u>259,461.00</u>	<u>0.00</u>	<u>100.00</u>
00		<u>259,961.00</u>	<u>259,461.00</u>	<u>0.00</u>	<u>0.00</u>	<u>259,461.00</u>	<u>500.00</u>	<u>99.81</u>
	Expense	<u>259,961.00</u>	<u>259,461.00</u>	<u>0.00</u>	<u>0.00</u>	<u>259,461.00</u>	<u>500.00</u>	<u>99.81</u>
05	Debt Service Fund	-8,097.00	134,154.92	0.00	31,495.73	102,659.19	-110,756.19	-1,267.87

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
09	Police Pension Fund							
00								
09-00-00-45-5100	Interest	446,052.00	448,533.19	0.00	0.00	448,533.19	-2,481.19	100.56
09-00-00-45-5200	Net Change in Fair Value	836,957.00	1,197,014.86	0.00	0.00	1,197,014.86	-360,057.86	143.02
	Interest	1,283,009.00	1,645,548.05	0.00	0.00	1,645,548.05	-362,539.05	128.26
09-00-00-46-6410	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
09-00-00-41-1100	Employer Contribution	1,584,000.00	771,479.75	0.00	176,639.10	948,118.85	635,881.15	59.86
09-00-00-46-7350	Employee Contribution	306,550.00	200,087.83	0.00	22,275.60	222,363.43	84,186.57	72.54
	Grants & Contributions	1,890,550.00	971,567.58	0.00	198,914.70	1,170,482.28	720,067.72	61.91
00		3,173,559.00	2,617,115.63	0.00	198,914.70	2,816,030.33	357,528.67	88.73
	Revenue	3,173,559.00	2,617,115.63	0.00	198,914.70	2,816,030.33	357,528.67	88.73
00								
09-00-00-52-6100	Pensions	2,297,197.00	1,823,912.62	0.00	0.00	1,823,912.62	473,284.38	79.40
09-00-00-52-6150	Pension Refund	50,000.00	0.00	0.00	0.00	0.00	50,000.00	0.00
	Benefits	2,347,197.00	1,823,912.62	0.00	0.00	1,823,912.62	523,284.38	77.71
09-00-00-53-0300	Audit Services	2,177.00	2,177.00	0.00	0.00	2,177.00	0.00	100.00
09-00-00-53-0350	Actuarial Services	2,550.00	3,577.50	0.00	0.00	3,577.50	-1,027.50	140.29
09-00-00-53-0360	Payroll Services	28,325.00	14,785.00	0.00	0.00	14,785.00	13,540.00	52.20
09-00-00-53-0380	Consulting Services	51,470.00	40,186.29	0.00	0.00	40,186.29	11,283.71	78.08
09-00-00-53-0420	Legal Services	18,000.00	0.00	0.00	0.00	0.00	18,000.00	0.00
09-00-00-53-2100	Bank Fees	100.00	3,552.62	0.00	0.00	3,552.62	-3,452.62	3,552.62
09-00-00-53-4100	Training	4,000.00	385.00	0.00	0.00	385.00	3,615.00	9.63
09-00-00-53-4250	Travel & Meeting	3,000.00	657.15	0.00	0.00	657.15	2,342.85	21.91
09-00-00-53-4300	Dues & Subscriptions	815.00	795.00	0.00	0.00	795.00	20.00	97.55
09-00-00-53-4400	Medical & Screening	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
09-00-00-53-5300	AdvertisingLegal Notice	100.00	0.00	0.00	0.00	0.00	100.00	0.00
09-00-00-54-3100	Misc Expenditures	13,800.00	18,480.16	0.00	0.00	18,480.16	-4,680.16	133.91
	Contractual Services	129,337.00	84,595.72	0.00	0.00	84,595.72	44,741.28	65.41
00		2,476,534.00	1,908,508.34	0.00	0.00	1,908,508.34	568,025.66	77.06

<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Beg Bal</u>	<u>Debits</u>	<u>Credits</u>	<u>End Bal</u>	<u>Remaining</u>	<u>% Exp/Col</u>
	Expense	<u>2,476,534.00</u>	<u>1,908,508.34</u>	<u>0.00</u>	<u>0.00</u>	<u>1,908,508.34</u>	<u>568,025.66</u>	<u>77.06</u>
09	Police Pension Fund	-697,025.00	-708,607.29	0.00	198,914.70	-907,521.99	210,496.99	130.20

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
10	Fire Pension Fund							
00								
10-00-00-45-5100	InterestDividends	299,476.00	371,471.63	0.00	0.00	371,471.63	-71,995.63	124.04
10-00-00-45-5200	Net Change in Fair Value	572,224.00	638,797.41	0.00	0.00	638,797.41	-66,573.41	111.63
	Interest	871,700.00	1,010,269.04	0.00	0.00	1,010,269.04	-138,569.04	115.90
10-00-00-41-1100	Employer Contribution	1,464,017.00	758,054.05	0.00	159,148.64	917,202.69	546,814.31	62.65
10-00-00-46-7350	Employee Contribution	192,554.00	165,347.58	0.00	14,983.92	180,331.50	12,222.50	93.65
	Grants & Contributions	1,656,571.00	923,401.63	0.00	174,132.56	1,097,534.19	559,036.81	66.25
00		2,528,271.00	1,933,670.67	0.00	174,132.56	2,107,803.23	420,467.77	83.37
	Revenue	2,528,271.00	1,933,670.67	0.00	174,132.56	2,107,803.23	420,467.77	83.37
00								
10-00-00-52-6100	Pensions Benefits	1,863,986.00	1,410,091.20	0.00	0.00	1,410,091.20	453,894.80	75.65
		1,863,986.00	1,410,091.20	0.00	0.00	1,410,091.20	453,894.80	75.65
10-00-00-53-0300	Audit Services	2,177.00	2,177.00	0.00	0.00	2,177.00	0.00	100.00
10-00-00-53-0350	Actuarial Services	2,125.00	3,202.50	0.00	0.00	3,202.50	-1,077.50	150.71
10-00-00-53-0360	Payroll Services	13,495.00	11,830.00	0.00	0.00	11,830.00	1,665.00	87.66
10-00-00-53-0380	Consulting Services	41,870.00	24,674.53	0.00	0.00	24,674.53	17,195.47	58.93
10-00-00-53-0420	Legal Services	12,000.00	3,881.70	0.00	0.00	3,881.70	8,118.30	32.35
10-00-00-53-2100	Bank Fees	7,200.00	5,363.50	0.00	0.00	5,363.50	1,836.50	74.49
10-00-00-53-4100	Training	3,000.00	975.00	0.00	0.00	975.00	2,025.00	32.50
10-00-00-53-4250	Travel & Meeting	1,000.00	283.26	0.00	0.00	283.26	716.74	28.33
10-00-00-53-4300	Dues & Subscriptions	825.00	795.00	0.00	0.00	795.00	30.00	96.36
10-00-00-53-4400	Medical & Screening	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0.00
10-00-00-54-1300	Postage	100.00	0.00	0.00	0.00	0.00	100.00	0.00
10-00-00-54-3100	Misc Expenditures	13,210.00	15,376.39	0.00	0.00	15,376.39	-2,166.39	116.40
	Contractual Services	99,002.00	68,558.88	0.00	0.00	68,558.88	30,443.12	69.25
00		1,962,988.00	1,478,650.08	0.00	0.00	1,478,650.08	484,337.92	75.33
	Expense	1,962,988.00	1,478,650.08	0.00	0.00	1,478,650.08	484,337.92	75.33
10	Fire Pension Fund	-565,283.00	-455,020.59	0.00	174,132.56	-629,153.15	63,870.15	111.30

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
13	Capital Equip Replacement Fund							
00								
13-00-00-45-5100	Interest	81,772.00	79,250.11	0.00	1,263.97	80,514.08	1,257.92	98.46
13-00-00-45-5200	Net Change in Fair Value	0.00	7,919.57	0.00	5,513.29	13,432.86	-13,432.86	0.00
	Interest	81,772.00	87,169.68	0.00	6,777.26	93,946.94	-12,174.94	114.89
13-00-00-46-6410	Miscellaneous	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
	Miscellaneous	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
13-00-00-47-7001	From General Fund	456,795.00	342,596.25	0.00	38,066.25	380,662.50	76,132.50	83.33
13-00-00-47-7002	Transfer from Water and Sewer	106,986.00	80,239.50	0.00	8,915.50	89,155.00	17,831.00	83.33
13-00-00-48-8000	Sale of Property	25,000.00	39,364.14	0.00	0.00	39,364.14	-14,364.14	157.46
	Other Financing Sources	588,781.00	462,199.89	0.00	46,981.75	509,181.64	79,599.36	86.48
00		675,553.00	549,369.57	0.00	53,759.01	603,128.58	72,424.42	89.28
	Revenue	675,553.00	549,369.57	0.00	53,759.01	603,128.58	72,424.42	89.28
00								
13-00-00-53-2100	Bank Fees	100.00	0.00	0.00	0.00	0.00	100.00	0.00
	Contractual Services	100.00	0.00	0.00	0.00	0.00	100.00	0.00
13-00-00-55-8700	Police Vehicles	85,682.00	0.00	0.00	0.00	0.00	85,682.00	0.00
13-00-00-55-8720	Police Equipment	32,010.00	22,505.03	0.00	0.00	22,505.03	9,504.97	70.31
13-00-00-55-8850	Fire Dept Equipment	71,750.00	22,602.00	0.00	0.00	22,602.00	49,148.00	31.50
13-00-00-55-8910	PW Vehicles	70,500.00	26,949.00	0.00	0.00	26,949.00	43,551.00	38.23
13-00-00-55-8925	PW Equipment	90,000.00	0.00	87,431.00	0.00	87,431.00	2,569.00	97.15
	Capital Outlay	349,942.00	72,056.03	87,431.00	0.00	159,487.03	190,454.97	45.58
00		350,042.00	72,056.03	87,431.00	0.00	159,487.03	190,554.97	45.56
	Expense	350,042.00	72,056.03	87,431.00	0.00	159,487.03	190,554.97	45.56
13	Capital Equip Replacement Fund	-325,511.00	-477,313.54	87,431.00	53,759.01	-443,641.55	118,130.55	136.29

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
14	Capital Improvement Fund							
00								
14-00-00-43-3200	Metra Daily Parking Fees	17,280.00	7,381.87	0.00	0.00	7,381.87	9,898.13	42.72
14-00-00-43-3220	Parking Lot Permit Fees	32,610.00	13,042.89	0.00	0.00	13,042.89	19,567.11	40.00
	Charges for Services	49,890.00	20,424.76	0.00	0.00	20,424.76	29,465.24	40.94
14-00-00-44-4240	Automated Traffic Enf Fines	835,875.00	733,105.95	100.00	74,152.44	807,158.39	28,716.61	96.56
	Fines & Forfeits	835,875.00	733,105.95	100.00	74,152.44	807,158.39	28,716.61	96.56
14-00-00-45-5100	Interest	32,192.00	28,665.01	0.00	142.24	28,807.25	3,384.75	89.49
14-00-00-45-5200	Net Change in Fair Value	0.00	2,915.88	0.00	13.73	2,929.61	-2,929.61	0.00
	Interest	32,192.00	31,580.89	0.00	155.97	31,736.86	455.14	98.59
00		917,957.00	785,111.60	100.00	74,308.41	859,320.01	58,636.99	93.61
	Revenue	917,957.00	785,111.60	100.00	74,308.41	859,320.01	58,636.99	93.61
00								
14-00-00-53-4290	License Fees	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00	100.00
	Contractual Services	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00	100.00
14-00-00-55-0500	Building Improvements	62,260.00	25,306.02	0.00	0.00	25,306.02	36,953.98	40.65
14-00-00-55-0700	Property Purchase	400,000.00	361,616.00	0.00	0.00	361,616.00	38,384.00	90.40
14-00-00-55-1205	Streetscape Improvements	320,500.00	77,619.54	0.00	0.00	77,619.54	242,880.46	24.22
14-00-00-55-1210	Parking Lot Improvements	75,000.00	59,149.50	0.00	0.00	59,149.50	15,850.50	78.87
14-00-00-55-1250	Alley Improvements	960,810.00	817,074.98	54,522.40	0.00	871,597.38	89,212.62	90.71
14-00-00-55-8610	Furniture & Equipment	34,380.00	0.00	0.00	0.00	0.00	34,380.00	0.00
14-00-00-55-8620	Information Technology Equipme	392,170.00	138,586.86	104,992.00	0.00	243,578.86	148,591.14	62.11
	Capital Outlay	2,245,120.00	1,479,352.90	159,514.40	0.00	1,638,867.30	606,252.70	73.00
00		2,257,120.00	1,491,352.90	159,514.40	0.00	1,650,867.30	606,252.70	73.14

<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Beg Bal</u>	<u>Debits</u>	<u>Credits</u>	<u>End Bal</u>	<u>Remaining</u>	<u>% Exp/Col</u>
	Expense	<u>2,257,120.00</u>	<u>1,491,352.90</u>	<u>159,514.40</u>	<u>0.00</u>	<u>1,650,867.30</u>	<u>606,252.70</u>	<u>73.14</u>
14	Capital Improvement Fund	1,339,163.00	706,241.30	159,614.40	74,308.41	791,547.29	547,615.71	59.11

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
16	Economic Development Fund							
00								
16-00-00-45-5100	Interest	3,688.00	22,478.24	0.00	21.97	22,500.21	-18,812.21	610.09
	Interest	<u>3,688.00</u>	<u>22,478.24</u>	<u>0.00</u>	<u>21.97</u>	<u>22,500.21</u>	<u>-18,812.21</u>	<u>610.09</u>
00		<u>3,688.00</u>	<u>22,478.24</u>	<u>0.00</u>	<u>21.97</u>	<u>22,500.21</u>	<u>-18,812.21</u>	<u>610.09</u>
	Revenue	3,688.00	22,478.24	0.00	21.97	22,500.21	-18,812.21	610.09
00								
16-00-00-53-0420	Legal Services	10,000.00	7,044.18	1,090.53	0.00	8,134.71	1,865.29	81.35
	Contractual Services	10,000.00	7,044.18	1,090.53	0.00	8,134.71	1,865.29	81.35
16-00-00-55-4300	Other Improvements	180,529.00	172,512.52	0.00	0.00	172,512.52	8,016.48	95.56
	Capital Outlay	<u>180,529.00</u>	<u>172,512.52</u>	<u>0.00</u>	<u>0.00</u>	<u>172,512.52</u>	<u>8,016.48</u>	<u>95.56</u>
00		<u>190,529.00</u>	<u>179,556.70</u>	<u>1,090.53</u>	<u>0.00</u>	<u>180,647.23</u>	<u>9,881.77</u>	<u>94.81</u>
	Expense	<u>190,529.00</u>	<u>179,556.70</u>	<u>1,090.53</u>	<u>0.00</u>	<u>180,647.23</u>	<u>9,881.77</u>	<u>94.81</u>
16	Economic Development Fund	186,841.00	157,078.46	1,090.53	21.97	158,147.02	28,693.98	84.64

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
31	TIF-Madison Street							
00								
31-00-00-41-1000	Property Taxes-Prior Years	83,452.00	116,398.96	0.00	0.00	116,398.96	-32,946.96	139.48
31-00-00-41-1021	Property Taxes-Current Year	85,121.00	0.00	0.00	18,132.16	18,132.16	66,988.84	21.30
	Property Taxes	168,573.00	116,398.96	0.00	18,132.16	134,531.12	34,041.88	79.81
31-00-00-45-5100	Interest	1,000.00	1,812.22	0.00	157.89	1,970.11	-970.11	197.01
	Interest	1,000.00	1,812.22	0.00	157.89	1,970.11	-970.11	197.01
31-00-00-47-7001	Transfer from General Fund	575,000.00	533,000.00	0.00	0.00	533,000.00	42,000.00	92.70
	Other Financing Sources	575,000.00	533,000.00	0.00	0.00	533,000.00	42,000.00	92.70
00		744,573.00	651,211.18	0.00	18,290.05	669,501.23	75,071.77	89.92
	Revenue	744,573.00	651,211.18	0.00	18,290.05	669,501.23	75,071.77	89.92
00								
31-00-00-53-0100	Electricity & Natural Gas	1,000.00	1,146.98	177.03	0.00	1,324.01	-324.01	132.40
31-00-00-53-0300	Audit Services	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
31-00-00-53-0380	Consulting Services	5,000.00	33,079.21	0.00	0.00	33,079.21	-28,079.21	661.58
31-00-00-53-0425	Village Attorney	2,500.00	8,669.30	44.40	0.00	8,713.70	-6,213.70	348.55
31-00-00-53-3600	Maintenance of Bldgs & Grounds	0.00	4,904.44	4,010.44	0.00	8,914.88	-8,914.88	0.00
31-00-00-53-4350	Printing	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
31-00-00-53-5300	AdvertisingLegal Notice	1,000.00	1,176.00	0.00	0.00	1,176.00	-176.00	117.60
	Contractual Services	11,500.00	48,975.93	4,231.87	0.00	53,207.80	-41,707.80	462.68
31-00-00-55-0700	Property Purchase	550,000.00	540,510.91	0.00	0.00	540,510.91	9,489.09	98.27
31-00-00-55-4300	Other Improvements	14,576.00	0.00	0.00	0.00	0.00	14,576.00	0.00
	Capital Outlay	564,576.00	540,510.91	0.00	0.00	540,510.91	24,065.09	95.74
31-00-00-56-0081	Interest on Interfund Loan	27,500.00	0.00	0.00	0.00	0.00	27,500.00	0.00
	Debt Service	27,500.00	0.00	0.00	0.00	0.00	27,500.00	0.00
00		603,576.00	589,486.84	4,231.87	0.00	593,718.71	9,857.29	98.37

<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Beg Bal</u>	<u>Debits</u>	<u>Credits</u>	<u>End Bal</u>	<u>Remaining</u>	<u>% Exp/Col</u>
	Expense	<u>603,576.00</u>	<u>589,486.84</u>	<u>4,231.87</u>	<u>0.00</u>	<u>593,718.71</u>	<u>9,857.29</u>	<u>98.37</u>
31	TIF-Madison Street	-140,997.00	-61,724.34	4,231.87	18,290.05	-75,782.52	-65,214.48	53.75

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
32	Tif - North Avenue							
00								
32-00-00-45-5100	Interest	700.00	523.47	0.00	41.10	564.57	135.43	80.65
	Interest	700.00	523.47	0.00	41.10	564.57	135.43	80.65
32-00-00-47-7001	Transfer from General Fund	25,000.00	0.00	0.00	0.00	0.00	25,000.00	0.00
	Other Financing Sources	25,000.00	0.00	0.00	0.00	0.00	25,000.00	0.00
00		25,700.00	523.47	0.00	41.10	564.57	25,135.43	2.20
	Revenue	25,700.00	523.47	0.00	41.10	564.57	25,135.43	2.20
00								
32-00-00-53-0380	Consulting Services	10,000.00	1,500.00	0.00	0.00	1,500.00	8,500.00	15.00
32-00-00-53-0425	Village Attorney	5,000.00	64.50	0.00	0.00	64.50	4,935.50	1.29
32-00-00-53-4350	Printing	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
32-00-00-53-5300	AdvertisingLegal	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
	Contractual Services	17,000.00	1,564.50	0.00	0.00	1,564.50	15,435.50	9.20
00		17,000.00	1,564.50	0.00	0.00	1,564.50	15,435.50	9.20
	Expense	17,000.00	1,564.50	0.00	0.00	1,564.50	15,435.50	9.20
32	Tif - North Avenue	-8,700.00	1,041.03	0.00	41.10	999.93	-9,699.93	-11.49

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
35	Infrastructure Imp							
	Bond Fund							
00								
35-00-00-45-5100	Interest	2,500.00	1,823.58	0.00	343.00	2,166.58	333.42	86.66
	Interest	2,500.00	1,823.58	0.00	343.00	2,166.58	333.42	86.66
35-00-00-48-7090	Bond Proceeds	0.00	0.00	0.00	525,000.00	525,000.00	-525,000.00	0.00
	Other Financing	0.00	0.00	0.00	525,000.00	525,000.00	-525,000.00	0.00
	Sources							
00		2,500.00	1,823.58	0.00	525,343.00	527,166.58	-524,666.58	21,086.66
	Revenue	2,500.00	1,823.58	0.00	525,343.00	527,166.58	-524,666.58	21,086.66
00								
35-00-00-53-0420	Legal Services	0.00	0.00	5,750.00	0.00	5,750.00	-5,750.00	0.00
	Contractual	0.00	0.00	5,750.00	0.00	5,750.00	-5,750.00	0.00
	Services							
35-00-00-55-9100	Street Improvements	318,311.00	283,902.48	0.00	0.00	283,902.48	34,408.52	89.19
	Capital Outlay	318,311.00	283,902.48	0.00	0.00	283,902.48	34,408.52	89.19
00		318,311.00	283,902.48	5,750.00	0.00	289,652.48	28,658.52	91.00
	Expense	318,311.00	283,902.48	5,750.00	0.00	289,652.48	28,658.52	91.00
35	Infrastructure Imp	315,811.00	282,078.90	5,750.00	525,343.00	-237,514.10	553,325.10	-75.21
	Bond Fund							

Village of River Forest Investments

Fiscal Year 2020
Through 02/29/2020

Fun	ID	Bank	Interest Rate	Purchase Date	Maturity Date	Cost	Par Value	Market Value
01	2017-06	Capital One Bank	01.800%	3/8/2017	3/9/2020	\$247,000.00	\$247,000.00	\$247,019.02
01	2018-14	Bank of China	02.335%	3/7/2018	3/23/2020	\$238,100.00	\$238,100.00	\$238,100.00
01	2019-11	Fifth Third CD	02.230%	7/5/2019	4/5/2020	\$69,353.56	\$69,353.56	\$70,270.16
01	2019-09	Fifth Third CD	02.230%	7/5/2019	4/5/2020	\$69,353.56	\$69,353.56	\$70,270.17
01	2019-10	Fifth Third CD	02.230%	7/5/2019	4/5/2020	\$69,353.57	\$69,353.57	\$70,270.16
01	2019-13	Newbank	02.291%	7/3/2019	7/2/2020	\$244,300.00	\$244,300.00	\$244,300.00
01	2019-18	KS State Bank - Kansas State	01.860%	8/30/2019	8/31/2020	\$245,300.00	\$245,300.00	\$245,300.00
01	2019-22	Texas Capital Bank	01.900%	10/9/2019	10/9/2020	\$245,600.00	\$245,600.00	\$245,600.00
01	2019-23	CIBC Bank USA	01.850%	10/31/2019	10/30/2020	\$245,700.00	\$245,700.00	\$245,700.00
01	2019-17	Bank 7	02.225%	7/30/2019	1/20/2021	\$241,800.00	\$241,800.00	\$241,800.00
01	2017-09	FHLMC	01.520%	2/25/2020	8/12/2021	\$330,195.07	\$330,000.00	\$330,006.60
01	2019-19	Ally Bank	01.750%	10/9/2019	10/18/2021	\$247,000.00	\$247,000.00	\$248,194.25
01	2019-24	FHLMC	01.820%	10/30/2019	11/8/2021	\$450,000.00	\$450,000.00	\$450,562.50
01	2019-26	Sallie Mae Bank/Salt Lake	01.700%	11/13/2019	11/15/2021	\$247,000.00	\$247,000.00	\$248,039.62
								\$3,195,432.48
02	2019-07	Prudential Bank, PA	02.450%	4/18/2019	4/17/2020	\$244,000.00	\$244,000.00	\$244,000.00
02	2019-15	Mainstreet Bank	02.230%	7/19/2019	7/20/2020	\$244,500.00	\$244,500.00	\$244,500.00
								\$488,500.00
03	2019-05	First Mid-Illinois Bank & Trust	02.933%	3/12/2019	3/11/2021	\$150,000.00	\$150,000.00	\$150,000.00

Village of River Forest Investments

Fiscal Year 2020
Through 02/29/2020

Fun	ID	Bank	Interest Rate	Purchase Date	Maturity Date	Cost	Par Value	Market Value
								\$150,000.00
13	2017-05	Wells Fargo	01.750%	3/1/2017	3/2/2020	\$249,364.25	\$249,000.00	\$249,005.98
13	2018-29	Cornerstone Bank - NY	02.889%	12/10/2018	6/8/2020	\$239,200.00	\$239,200.00	\$239,200.00
13	2019-14	First Internet Bank of Indiana	02.159%	7/19/2019	7/20/2020	\$244,600.00	\$244,600.00	\$244,600.00
13	2019-08	Western Alliance Bank/Torrey	02.430%	5/8/2019	10/29/2020	\$241,000.00	\$241,000.00	\$241,000.00
13	2018-31	Citibank	03.000%	12/21/2018	12/21/2020	\$246,237.36	\$246,000.00	\$249,180.53
13	2019-01	FFCB	01.420%	1/17/2019	1/12/2021	\$195,188.00	\$200,000.00	\$200,002.00
13	2020-01	Royal Business Bank	01.638%	1/29/2020	1/28/2021	\$245,900.00	\$245,900.00	\$245,900.00
13	2019-06	FHLB	01.500%	3/1/2019	2/4/2021	\$597,810.00	\$600,000.00	\$601,896.00
13	2019-25	CFG Community Bank	01.893%	10/9/2019	4/1/2021	\$243,000.00	\$243,000.00	\$243,000.00
13	2019-28	BMW Bank North America	01.700%	11/29/2019	11/29/2021	\$247,000.00	\$247,000.00	\$248,062.84
13	2019-27	Morgan Stanley	01.750%	11/29/2019	11/29/2021	\$247,000.00	\$247,000.00	\$248,275.75
13	2019-29	Morgan stanley Private Bank	01.750%	12/26/2019	12/27/2021	\$247,000.00	\$247,000.00	\$248,334.05
								\$3,258,457.15
14	2018-30	Discover Bank	02.820%	12/12/2018	6/12/2020	\$246,107.75	\$246,000.00	\$246,957.68
14	2019-21	Eaglebank	01.950%	10/9/2019	10/9/2020	\$245,500.00	\$245,500.00	\$245,500.00
14	2019-02	FFCB	01.420%	1/17/2019	1/12/2021	\$195,188.00	\$200,000.00	\$200,002.00
14	2019-04	Pacific Western Bank	03.300%	2/6/2019	2/8/2021	\$234,600.00	\$234,600.00	\$234,600.00
								\$927,059.68

Village of River Forest Investments

Fiscal Year 2020
Through 02/29/2020

Fun	ID	Bank	Interest Rate	Purchase Date	Maturity Date	Cost	Par Value	Market Value
								\$8,019,449.31



MEMORANDUM

Date: March 23, 2020

To: Catherine Adduci, Village President
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Village Administrator's Report

Upcoming Meetings (all meetings are at Village Hall unless otherwise noted)

Wednesday, April 1	7:00 PM	Deer Management Ad Hoc Committee – <i>Cancelled</i>
Thursday, April 2	7:30 PM	Development Review Board Meeting – <i>Cancelled</i>
Tuesday, April 7	7:00 PM	Plan Commission Meeting – <i>Cancelled</i>
Thursday, April 9	7:30 PM	Zoning Board of Appeals Meeting – <i>Cancelled</i>
Friday, April 10	7:30 AM	Economic Development Commission Meeting – <i>Cancelled</i>
Monday, April 13	7:00 PM	Village Board of Trustees Meeting

Recent Payments of >\$10,000

In accordance with the purchasing policy, the following is a summary of payments between \$10,000 and \$20,000 that have occurred since the last Board meeting:

Vendor	Amount	Description
Dixon Engineering	\$12,000	Water tower repainting
Special T Unlimited	\$11,724	Census materials (to be fully reimbursed through grant award)

New Business Licenses:

None

Thank you.

Jonathan Pape

From: Village of River Forest <noreply@mail179-8.suw41.mandrillapp.com> on behalf of Village of River Forest <noreply@vrf.us>
Sent: Tuesday, March 10, 2020 9:39 AM
To: Jonathan Pape
Subject: Volunteer form submission

Follow Up Flag: Follow up
Flag Status: Flagged

The following volunteer form was submitted on: 03/10/2020

Boards:

Board of Fire and Police Commissioners

Apply for the Age-Friendly Advisory Ad Hoc Committee?

No

Name: Julie Ironside Jacobs

Email: [REDACTED]

Address: 542 Ashland Avenue

Phone: [REDACTED]

Background:

I moved to River Forest in 1994 and have raised 5 children in our wonderful community. I own a consulting firm that works exclusively with closely held mid-market businesses. Our services are around change management, Strategic Human Resources, and Executive Talent Aquisition. I am on the faculty of Loyola University's Executive Business Hub.

Interest:

I am entering into a new phase of life as my last child finishes high school. It is time I give back to the community that I love. I want to add value when I give of my time and I believe my combination of education and experiences, including 25+ years of staffing and executive sea rch, is a skill set that would be valuable to the committee. My experience and understanding of labor relations would seem to add value too.

Julie Ironside Jacobs

EXECUTIVE PROFILE

- **Human Resources Executive** recognized for exceptional communication skills and common-sense solutions to employee issues.
- **Organizational Development Consultant** with proven track record of successfully driving change management initiatives through thorough plan development and constant communication organizationally wide.
- **Leadership/ Coach** recognized for honest, concise feedback and confidentiality. Ability to communicate difficult and sensitive messages to executives and stakeholders. Confident and Partner to C-suite.
- **Talent Acquisition Leader** skilled at recruiting and on-boarding managers and executives; a natural team builder.

EXPERIENCE

IRONSIDE & ASSOCIATES, LLC, Chicago, IL

1/ 2014 – Present

Ironside is a consulting firm servicing closely held mid-market businesses. Offer expertise in Change Management, Organizational Development and Strategic HR & Executive Talent Initiatives.

Principal

Selected engagements:

- Engaged in multi-year-contract to build executive team directly after a family ownership divestiture. Focus on executive team development, new strategic plan and go to market strategy and talent acquisition.
- Executive Coach/ Facilitator for the *North American Family Business Network*. Facilitate Peer Groups of Next Generation family leaders/ executives in sessions that include coaching, developmental learning, team building initiatives and peer group facilitation.
- Executive Coach/ Leadership Facilitator/ Change management consultant for *Fairway Group of Companies*.
- Change Management Initiative: Embedded in Global Education Company. On site facilitation of middle management training and contract administration. Partnered with ownership to help create and deliver strategic plan. Hired and on-boarded leadership team, established best practices around all facets of talent engagement including compensation, talent acquisition, recognition and performance management. Led process to develop corporate Mission, Values and competencies. Have led off site retreats as well as facilitate monthly leadership meetings and quarterly all team meetings
- Executive Coach/ Facilitator for privately held group of business in the Healthcare Sector. Facilitated management meetings and C Level strategy sessions. Team Building activities utilizing 360 assessments. Certified in Hogan 360 Profile and Leadership Versatility Index assessments.
- Change Management- Currently embedded 1 day a week in privately held services firm who is executing two succession plans and stock buy backs. Work includes talent acquisition of new EVP as well as standardizing operational best practices for two largest business units
- 2017 Executive Recruiting engagements. COO of privately held firm, VP of Finance-family held 300 mm, VP of Supply Chain-privately held 25mm, EVP of Human Resources- family firm of 30 mm, President of family held firm- 70mm
- Currently Adjunct Faculty for Loyola University Chicago's Family Business Center.

FAIRWAY TALENT, Vernon Hills, IL

1/ 2011– 1/2014

Fairway is a group of privately companies including Learning Resources, A. Daigger, Heathrow Scientific, Educational Insights, and ETAhand2mind. Products encompass learning tools and scientific equipment.

Vice President, Human Resources & Organizational Development

Reporting to Group Chairman and CEO, served as an executive team member who serviced with the management teams of each of Fairway's companies, as a shared resource. Oversaw all Human Resources and Organizational Development activities for five separate middle-market companies with distinct goals, culture, leadership, visions, and products. Initially hired to develop a centralized recruiting function for all the businesses. Created best practices, manager training on behavioral interviewing and employee selection, created an employee referral program, a summer intern program, and a comprehensive on-boarding process.

Developed a single set of human resources policies and technologies for five separate companies that had previously utilized unique processes. Implemented an HRIS system across all companies.

VP of HR and OD Notable contributions:

- Positioned Human Resources as a strategic, trusted department within the organization. Recognized by the CEO for strong leadership skills and exceptional judgment. Created corporate wide communication plans that included town hall meetings, breakfasts with leadership and CFT's across company lines. Employee engagement rose by 24% corporate wide after year 1. Drove and managed change initiatives.
- Built Best in Class Human Resources Team. Accomplishments included: Training and Development program with 100% employee participation. Talent Acquisition best practices and management training on selection and retention- formalized on-boarding program. Compensation / Payroll and Benefits – took over payroll, integrated ADP, created profit sharing program which extended to all employees; First year implementation resulted in 82% of employees receiving some form of profit sharing.
- Created Cultural initiatives including continuing education, new performance management based on competencies AND goals, Cross Functional Teaming for team development and engagement, Internship Program and succession planning.
- Implemented a corporate wide safety training program. Program included annual first responder, employee harassment, and general safety training. Reduced Workman's compensation claims by 40% in first year.
- Introduced a common set of behavioral competencies for all Fairway companies. Trained leaders on behavioral competencies and integrated competencies into the corporate recognition program, performance review process and merit increase decisions.
- Created the position of Director of Training and Talent Development and implemented a HiPo program to support succession planning initiatives and skill gap recognition. Top Talent Program included HIPO's leaders engaging in a 12-month training w/ traditional management work, CFT training and EQ coaching. Talent Programs reduced middle manager turnover by 30% in first year of implementation.

Talent Acquisition Director

Notable contributions:

- Created singular talent acquisition brand and recruiting site, implemented new ATS to capture all applicants across all 5 organizations
- Reduced cost per hire 100% in first year. Reduced days to fill jobs by 50% ending at 38 days.
- Developed Employment Brand Value Proposition, Talent blog, Facebook presence for recruitment and Internship Program.
- Recruited 68 individual contributors and managers in first year as well as and On-Boarded Corporate CEO, VP of Marketing (2), VP of Operations, VP of Sales, and VP of Finance within our corporate group of companies.

IRONSIDE & ASSOCIATES, LLC, Chicago, IL

1/2006 – 12/2010

Opened a private consulting business while attending graduate school

YORK GROUP OF COMPANIES, Westchester, IL

1/1991– 1/2006

York Enterprise Solutions is a private company that provides IT consulting to companies ranging from small businesses to Fortune 100 companies.

Managing Partner

Co-founded staffing/recruiting firm. Named to Inc 500 Magazine "fastest growing companies" in 2000 & 2001.

Currently sit on board- sold interest to President and partner in 2005.

EDUCATION

LOYOLA UNIVERSITY -SCHOOL OF BUSINESS | M.S Human Resources Management- Organizational Development concentration.

IOWA STATE UNIVERSITY | B.A. Elementary Education

#3

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, January 30, 2020 8:04:19 PM
Last Modified: Thursday, January 30, 2020 9:15:48 PM
Time Spent: 01:11:29
IP Address: [REDACTED]

Page 1: Entire form must be completed.

Q1 Name

Marta Kozbur

Q2 Email address

[REDACTED]

Q3 Resident address

Address	1235 Monroe Ave.
Address 2	N/A
City/Town	River Forest
State/Province	IL
ZIP/Postal Code	60305

Q4 Phone number

[REDACTED]

Q5 Do you live in (check one)

Single family home

Q6 Why are you interested in serving on the Community Deer Task Force?

I am interested in serving on the Community Deer Task Force because I believe that our village needs to gather information on the impact of deer in our village as well as information on the impact deer have in our forest preserve. I believe that as community members and stakeholders we can come together to make informed recommendations to our village board.

Page 2: Personal Characteristics

Q7 Describe personal strengths you believe you would bring to the committee.

As a life long resident of our village (47 years) and an educator employed by River Forest District 90, I have always had, and will continue to have, the best interest of our village at heart. I have worked on numerous committees with the school district and other organizations that I am a member of. I work well with people from many different walks of life and will bring the spirit of collaboration to the table.

Q8 How willing are you to listen to different views with an open mind?

(no label)

1 - Extremely open

Q9 Why you ranked yourself this way

I ranked myself this way because this is the way I am. I proud myself on being a good listener. In my job, I have to approach things with an open mind and listen to differing view points and opinions. I believe in making informed decisions. I also believe that being open to different view points is the best way to achieve that end.

Q10 How frequently are you persuaded to change your mind on a position?

(no label)

2

Q11 Why you ranked yourself this way

I ranked myself this way because I believe that this ranking of myself is accurate. I like to hear all the data and all the facts so that I can make an informed decision, even if it means changing my mind on a position.

Q12 How easy is it for you to compromise with others who hold opposing viewpoints?

(no label)

1 - Extremely easy

Q13 Why you ranked yourself this way

Again, I have ranked myself this way because of past experience of working with people in groups and on committees. As an educator working within my department, compromise is something that happens all the time. Without compromise we cannot move forward. I am a member of my church board. I am a member of the board of the Ukrainian National Museum. I am an executive board member (education co-chair) of the Ukrainian Genocide Famine Foundation for the USA. In order for each one of these organizations to succeed, everyone must be willing to compromise because there will always be opposing view points.

Q14 How often do you come up with creative solutions?

(no label)

1 - Very often, I tend to think outside the box

Q15 Why you ranked yourself this way

I rank myself this way because I am an art teacher. This is what I encourage my students to do every day. I encourage creative solutions to any project I assign because this is an important life skill to have!

Page 3: Skills & Work/Volunteer Background

Q16 Describe any experience with community engagement.

In our River Forest Community, I have mostly been engaged through our school district. Some years ago, I was invited to be on the fiscal action team to determine whether to go for referendum for our schools. I have served on the caucus 3 times prior to school board elections. I have been on interview committees for both Willard and Lincoln schools to determine the best candidate for principals (6 times). I also served as part of the negotiating team representing our teachers union to negotiate a new contract. I am currently serving on the school districts Strategic Planning Committee for our next 5 year plan which involves members of our entire community.

Q17 Describe any additional skills and work/volunteer experience you believe to be relevant.

As I mentioned in a previous answer, I have experience working with numerous organizations as a volunteer. Working with each one of these organizations requires negotiating skills and compromise. Besides being on the board of my parish, the Ukrainian National Museum and the Ukrainian Genocide Foundation, I am a board member at large of the Ukrainian Catholic Education Foundation and I help with fundraising. I am also president of my scouting sorority with members throughout the United States and Canada as well as in Ukraine. As a scout and an avid camper, I served in the capacity of Camp Administrator for 3 week over night camps for 5 years. I oversaw over 250 campers (ages 6-17), 50 counselors and various staff (kitchen, medical, pool and general maintenance). During these camps, I had to have an open mind, think outside the box and collaborate 24/7 for three weeks. I was also required to do my share of wild life management during these camps. For all the reasons mentioned in this application, I feel I am qualified to be on this task force. Thank you for your consideration.



Village of River Forest
Village Administrator's Office

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

MEMORANDUM

Date: March 25, 2020

To: Eric Palm, Village/Zoning Administrator

From: Lisa Scheiner, Assistant Village Administrator

Subj: Proposed Text Amendments to the River Forest Zoning Ordinance

Issue:

On March 12, 2020, the Zoning Board of Appeals held a public hearing on a proposed text amendment to Section 10-21 (Land Use Chart) of the Zoning Ordinance to change massage therapy establishments from a permitted use to a special use in the C1, C2, C3 and ORIC Zoning Districts. The Zoning Board of Appeals voted 4-2 with one member absent in favor of recommending that the Village Board of Trustees approve the text amendment.

Request for Board Action:

If the Village Board of Trustees wishes to approve the text amendments the following motion would be appropriate:

Motion to Approve an Ordinance Amending the Village of River Forest Zoning Ordinance Regarding Massage Therapy Establishments

Documents Attached:

- Ordinance
- Findings of Fact
- Draft Minutes of the March 12, 2020 Zoning Board of Appeals Meeting
- Application

ORDINANCE NO. ____

**AN ORDINANCE AMENDING THE VILLAGE OF RIVER FOREST
ZONING ORDINANCE REGARDING MASSAGE THERAPY ESTABLISHMENTS**

WHEREAS, the Village of River Forest ("Village") is a non-home rule unit of local government as provided by Article VII, Section 7 of the Illinois Constitution of 1970; and

WHEREAS, the Village President and Board of Trustees of the Village ("Corporate Authorities") have adopted a zoning ordinance ("Zoning Ordinance"), which has been amended from time to time; and

WHEREAS, the Village is authorized to amend its Zoning Ordinance pursuant to Section 11-13-14 of the Illinois Municipal Code, 65 ILCS 5/11-13-14; and

WHEREAS, the Corporate Authorities have recently considered whether it is appropriate to amend the Zoning Ordinance with regard to designating massage therapy establishments as special uses in the C1, C2, C3 and ORIC Zoning Districts; and

WHEREAS, on January 27, 2020, the Corporate Authorities referred consideration of proposed a text amendment regarding this matter ("Text Amendment") to the Village's Zoning Board of Appeals ("ZBA"); and

WHEREAS, the ZBA held a public hearing, on March 12, 2020, on the question of whether the proposed Text Amendment should be made, at which time all persons present were afforded an opportunity to be heard; 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; and

WHEREAS, on March 12, 2020, the ZBA voted to favorably recommend the proposed Text Amendment to the Corporate Authorities; and

WHEREAS, on March 12, 2020, the ZBA approved its findings and recommendation regarding the Text Amendment to the Corporate Authorities, and the Corporate Authorities have duly considered said findings of fact and recommendation, a copy of which is attached hereto as **EXHIBIT A** and made a part hereof; and

WHEREAS, the Corporate Authorities, pursuant to their statutory zoning authority, and the findings of fact and recommendation of the ZBA, have determined that it is in the best interests of the health, welfare and safety of residents of the Village to adopt the Text Amendment as set forth below;

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

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

SECTION 2: Approval of Findings and Recommendation. That the President and Board of Trustees of the Village of River Forest approve and adopt the findings of fact and recommendation of the ZBA, in **EXHIBIT A.**

SECTION 3: Amendment. That Section 10-21-3, Appendix A, of the Zoning Ordinance, entitled “Land Use Chart,” is amended by revising the “Massage Therapy Establishment” row therein to make massage therapy establishments special uses in the C1, C2, C3 and ORIC Zoning Districts, as follows, with additions underlined and deletions struck through:

Land Use	R1 and R2	R3	R4	C1	C2	C3	ORIC	PRI
Massage therapy establishment	N	N	N	<u>P</u> <u>S</u>	<u>P</u> <u>S</u>	<u>P</u> <u>S</u>	<u>P</u> <u>S</u>	N

SECTION 4: Continuing Effect. That all parts of the Zoning Ordinance not amended herein shall remain in effect.

SECTION 5: 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 6: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be and the same are hereby repealed.

SECTION 7: Effectiveness. That this Ordinance shall be in full force and effect upon its passage and approval according to law.

[THIS SPACE INTENTIONALLY LEFT BLANK]

PASSED this 30th day of March, 2020 by the Village President and Board of Trustees pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 30th day of March, 2020.

Catherine Adduci, Village President

ATTEST:

Kathleen Brand-White, Village Clerk

EXHIBIT A

**FINDINGS OF FACT AND RECOMMENDATION
FROM THE ZBA**

(attached)

**VILLAGE OF RIVER FOREST ZONING BOARD OF APPEALS
FINDINGS OF FACT AND RECOMMENDATION REGARDING
A PROPOSED TEXT AMENDMENT TO THE VILLAGE OF RIVER FOREST
ZONING ORDINANCE REGARDING MASSAGE THERAPY ESTABLISHMENTS**

WHEREAS, petitioner, the Village of River Forest ("Village"), based upon direction from the Village President and Board of Trustees, has requested consideration of, and a public hearing on, an amendment to the Village of River Forest Zoning Ordinance ("Zoning Ordinance"), which is summarized as follows in the published public hearing notice:

A text amendment to Section 10-21 (Land Use Chart) of the Zoning Ordinance to change massage therapy establishments from a permitted use to a special use in the C1, C2, C3 and ORIC Zoning Districts

The above-listed amendment is the "Proposed Text Amendment;" and

WHEREAS, the Village's Zoning Board of Appeals ("ZBA") held a public hearing on March 12, 2020, as required by Section 10-5-5 of the Zoning Ordinance, on the question of whether the Zoning Ordinance should be amended as set forth in the Proposed Text Amendment, at which time 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 ZBA; 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; and

WHEREAS, at the public hearing, Assistant Village Administrator Lisa Scheiner presented the Proposed Text Amendment on behalf of the Village; and

WHEREAS, at the public hearing, opportunity was provided for public regarding the Proposed Text Amendment; and

WHEREAS, after the close of the public hearing, the ZBA discussed and deliberated the Proposed Text Amendment and voted on a recommendation regarding the Proposed Text Amendment; and

WHEREAS, following discussion and deliberation, the ZBA, pursuant to Section 10-5-5(B)(2) of the Zoning Ordinance, unanimously recommended the Village President and Board of Trustees approve the Proposed Text Amendment, as set forth in Exhibit A attached hereto and made a part hereof ("Recommended Text Amendment");

NOW THEREFORE, the ZBA makes the following findings of fact and recommendations pursuant to Section 10-5-5(B)(2) of the Zoning Ordinance:

FINDINGS OF FACT AND RECOMMENDATIONS

1. By a vote of 4 – 2, the ZBA recommends APPROVAL of the Recommended Text Amendment.

2. The Recommended Text Amendment is found to be in the best interests of the Village, its residents and business owners by the majority of the Zoning Board of Appeals members. A minority of the Zoning Board of Appeals voted against the Recommended Text Amendment because it was directed at one type of business and that it does not have to do with the clustering or the land use and that the effects of the massage therapy establishment use are not distinguishable from other uses that are permitted under the Zoning Ordinance.

3. Designating massage therapy establishments as a special use in the C1, C2, C3 and ORIC Zoning Districts will give residents, business owners and the Village an opportunity to review applications for establishment of massage therapy establishments and allow the Village to decide on a case-by-case basis whether a massage therapy establishment is appropriate in a proposed location, and if so, whether specific conditions of approval should be required for the massage therapy establishment to operate in a proposed location.

Frank Martin
Chairman

March 12, 2020
Date

EXHIBIT A

RECOMMENDED TEXT AMENDMENT

(attached)

Section 10-21-3, Appendix A, of the Zoning Ordinance, entitled “Land Use Chart,” is amended by revising the “Massage Therapy Establishment” row therein as follows, with additions underlined and deletions struck through:

Land Use	R1 and R2	R3	R4	C1	C2	C3	ORIC	PRI
Massage therapy establishment	N	N	N	P <u>S</u>	P <u>S</u>	P <u>S</u>	P <u>S</u>	N

VILLAGE OF RIVER FOREST
ZONING BOARD OF APPEALS MEETING MINUTES
March 12, 2020

A meeting of the Village of River Forest Zoning Board of Appeals was held at 7:30 p.m. on Thursday, March 12, 2020 in the Community Room of the River Forest Village Hall, 400 Park Avenue, River Forest, Illinois.

I. CALL TO ORDER

The meeting was called to order at 7:30 p.m. Upon roll call, the following persons were:

Present: Members Gerald Dombrowski, Ronald Lucchesi, Tagger O'Brien, Joanna Schubkegel, Michael Smetana, and Chairman Martin.

Absent: Member David Berni

Also Present: Village Administrator Eric Palm, Secretary Clifford Radatz, and Village Attorney Carmen Forte, Jr.

II. APPROVAL OF FEBRUARY 12, 2020 ZONING BOARD OF APPEALS MEETING MINUTES

A MOTION was made by Member O'Brien and SECONDED by Member Lucchesi to approve the minutes of the February 12, 2020 Zoning Board of Appeals meeting as amended.

Ayes: Members Schubkegel, Dombrowski, Lucchesi, O'Brien, and Martin

Nays: None

Abstain: Member Smetana

Motion passed.

III. TEXT AMENDMENT REQUEST - PUBLIC HEARING REGARDING THE FOLLOWING PROPOSED AMENDMENT TO THE VILLAGE OF RIVER FOREST ZONING ORDINANCE:

Chairman Martin called the public hearing to order regarding proposed text amendments to the River Forest Zoning Ordinance the reclassification of massage therapy establishments from a permitted use to a Special Use in the commercial zoning districts.

Secretary Radatz swore in all parties wishing to speak.

Village Administrator Eric Palm presented the petition for a text amendment on behalf of the Village Board of Trustees. He stated that, currently, massage therapy establishments are a permitted use in the C1, C2, C3 and ORIC zoning districts.

Permitted uses may be established without review or approval by the Zoning Board of Appeals, Plan Commission, Development Review Board or the Village President and Board of Trustees. Village staff recommended to the Village Board that the designation of massage therapy establishments be amended from Special Use to Permitted Use. Special Uses allow the establishments to be opened after a public hearing process, notice to the neighbors before a hearing before the Zoning Board of Appeals, and before approval by the Village Board of Trustees. Village Administrator Palm said the request was precipitated by the fact that, in recent months, a second business offering massage therapy services opened in the 7300 Block of North Avenue.

Village Administrator Palm said that, in certain commercial corridors, there can be a lower threshold for certain permitted businesses to open which can lead to the unintended consequence of certain business types being too clustered in one geographical area. He stated that the Special Use process provides an additional layer of review to consider conditions on the operation as well as the need for the proposed use. The Special Use process will help mitigate the land use clustering issue and allow the Village to have more compatible land uses in its key commercial corridors. In light of those reasons, the Village Board is asking the ZBA to consider this request. He invited questions.

Chairman Martin recalled similar business establishments in the same block or half block previously and noted that the Village took no action to change those uses from permitted to special use. He asked Village Administrator Palm what the rationale is about this particular use. Village Administrator Palm responded that some of these establishments do not operate in a business-like manner. The Village would like an opportunity to review their operations, the operator, conduct additional inspections in addition to the typical inspections, hear from the community, and impose various conditions on the operation of the business such as parking, hours of operation, etc. that would not necessarily be needed for another use such as a realtor's office.

Chairman Martin asked Village Administrator Palm to explain the difference between this and having two grocery stores or restaurants on the same block or half block. He asked if that doesn't have the same problems with parking and inspections because the Village may want to see if they're living up to the codes. Village Administrator Palm stated that those operations typically come in under a planned development permit which often imposes various conditions on those developments. Chairman Martin noted the presence of certain stores on the same block on Lake Street that were not big enough to trigger a planned development and was curious what it is about massage therapy businesses that is causing the Village to want the Zoning Board of Appeals to change this.

Chairman Martin asked if Village Administrator is concerned about the recent problems with massage therapy establishments in Oak Park that got busted. Village Administrator Palm replied that he's concerned about the Village of River Forest. He stated that his primary concern is regarding the land use and clustering effect. The land use chart gives the ability to control the types of businesses that operate in the Village. He stated that he believes there

is a distinction between operating a massage therapy establishment and a realtor's or dentist's office.

In response to a question from Member O'Brien regarding licensing requirements for massage therapists, Village Administrator Palm confirmed that therapists have to be licensed through the State but the establishments are licensed through the Village. He stated that the State of Illinois amended the law.

Member Smetana asked how the land use of a massage therapy establishment different than a hair salon or a tanning salon or nail salon. He said he sees them as being similar in terms of how they operate, parking, etc. He said he's having difficult seeing how the impact of a massage establishment is different from a land use perspective as opposed to operational concerns. Member Smetana further explained that the Village could have two hair salons in the same block and he is not sure if the land use impact of two hair salons on the same block is any different than the land use impacts of two massage therapy establishments in the same block. He requested an explanation of how he would distinguish hair salon use from massage therapy use in the context of land use.

Village Administrator Palm stated that they are different services entirely. He said that massage services can be an accessory use to a salon or spa, but they are a different land use. He said salons and barber shops are used more by the general public on a continual basis whereas massage therapy establishments only offer that service. He noted that the Zoning Board of Appeals could examine the clustering effect of hair salons.

Chairman Martin stated that he is looking for is some rationale that sets massage therapy places apart from a hair dresser or barber shop because it seems to him that they are similar. He asked if this is just an occupation that the Village wants more control over. Village Administrator Palm replied that it is two-fold.

Every special use request, in part, is reviewing the land use and imposing conditions and oversight. The Special Use process requires a public hearing process and input from the neighboring residents and business, which is reasonable.

In response to a question from Member O'Brien regarding inspections and conduct once an establishment is operating, Village Administrator Palm explained that most of the contact is on the front end. He described the process that is followed to issue a business license and that massage therapy establishments are required to prove their therapists are licensed.

In response to a follow-up question by Member O'Brien regarding whether massage therapy establishments are checked on more often than hair stylists, Village Administrator Palm stated that they are not.

Village Administrator Palm explained that the businesses are responsible for complying with the Village's requirements. The Village has the ability to ensure compliance. In response to

another follow-up question from Member O'Brien, Village Administrator Palm replied that this occurs regardless of whether it's a permitted or special use.

Chairman Martin solicited any further questions and comments as well as public comments. Hearing none he closed the public hearing and solicited questions and discussion from the Zoning Board of Appeals Members.

Member Schubkegel stated that she believes this is a matter of having more control over who is working in the Village and whether Special Use is a reasonable way of going about it. Chairman Martin said he does not see this is a land use issue. He said he thinks it has to do with an occupation that has a bad reputation and the Village wanting to exert more control.

Member Schubkegel asked if zoning is the way the Village historically had control over what organizations and businesses opened in the town. Village Administrator Palm replied that zoning is a tool the Village has at its discretion to determine where it wants certain businesses, and what types of businesses it wants.

Village Attorney Carmen Forte stated that regardless of the character of the business, the clustering effect is a large consideration in a special use process. The impact on and proximity to neighboring properties and businesses of the new business is something the Zoning Board of Appeals would consider at a special use hearing. In addition, the hearing is open to the public, which is a stakeholder.

A MOTION was made by Member Dombrowski and SECONDED by Member Schubkegel to recommend to the Village Board of Trustees that the proposed text amendment be approved.

AYES Chairman Martin and Members Schubkegel, Dombrowski, and Lucchesi

NAYS Members Smetana and O'Brien

Motion Passed.

IV. APPROVAL OF FINDINGS OF FACT FOR THE PROPOSED TEXT AMENDMENT RELATED TO MASSAGE THERAPY ESTABLISHMENTS FROM THE MEETING OF THE ZONING BOARD OF APPEALS ON MARCH 12, 2020 AS AMENDED

Chairman Martin asked if the Members who did not vote in favor of recommending approval of the Text Amendment to comment on the reasons for their vote so that it could be included in the Findings of Fact. Member O'Brien stated that she feels it was directed at one type of business and that it does not have to do with the clustering or the land use. Member Smetana stated that the effects of the use are not distinguishable from other uses that are permitted under the Zoning Ordinance.

A MOTION was made by Member Dombrowski and SECONDED by Member Schubkegel to approve the Findings of Fact and recommendation as amended regarding the Proposed Text Amendment.

Ayes: Members Dombrowski, Lucchesi, O'Brien, Schubkegel and Martin.

Nays: None
Motion passed.

V. CONFIRMATION OF APRIL 9, 2020 MEETING

Chairman Martin noted that the next regularly scheduled meeting of the Zoning Board of Appeals is scheduled on April 9, 2020. In response to a question from Chairman Martin, Secretary Radatz noted that there are no pending applications and that it might just be the meeting minutes on the Agenda.

VI. PUBLIC COMMENT

None.

VII. ADJOURNMENT

A MOTION was made by Member O'Brien and SECONDED by Member Dombrowski to adjourn the meeting at 7:58 p.m.

Ayes: Chairman Martin, Dombrowski, Lucchesi, O'Brien, Smetana and Schubkegel
Nays: None
Motion passed.

Respectfully Submitted:



Lisa Scheiner, Secretary

Frank Martin, Chairman
Zoning Board of Appeals

Date: _____



Village of River Forest
Village Administrator's Office

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

MEMORANDUM

Date: March 3, 2020

To: Frank Martin, Chairman, Zoning Board of Appeals

From: Lisa Scheiner, Assistant Village Administrator

Subj: Massage Therapy Establishments - Proposed Text Amendments

Issue:

At its January 27, 2020 meeting, the Village Board of Trustees unanimously voted to recommend that a petition be sent to the Zoning Board of Appeals to consider text amendments to the Zoning Ordinance regarding massage therapy establishments. The purpose of the March 12, 2020 public hearing is for the Zoning Board of Appeals to consider the proposed text amendment. This hearing has been advertised on the Village's website, a legal notice was published at the Village Hall, on the Village website, and in the *Wednesday Journal* in accordance with the requirements of the Zoning Ordinance.

Petition:

Pursuant to Section 10-5-5 of the River Forest Zoning Ordinance, the Village Board of Trustees has petitioned the Zoning Board of Appeals to consider text amendments to amend Section 10-21 (Land Use Chart) of the Zoning Ordinance to change massage therapy establishments from a permitted use to a special use in the C1, C2, C3 and ORIC Zoning Districts.

A copy of Section 10-18 of the Zoning Ordinance regarding Special Use permits is attached. As noted in the Ordinance, "the development and execution of this Zoning Title is based upon the division of the Village into districts, within which the uses of land, structures, and buildings as well as the massing and location of structures and buildings in relation to the land are substantially uniform. It is recognized, however, that there are certain types of uses which because of their specific characteristics, or the services which they provide cannot be permitted in a particular district without consideration of the impact of such use upon the neighboring land, and of the public need for such particular use at a particular location."

Additional Information Regarding the Local and State Regulations of Massage Therapy Establishments and Massage Therapists:

In accordance with the Illinois Massage Licensing Act, the State of Illinois licenses individual massage therapists, not the Village. Additional information from the Illinois Department of Financial and Professional Regulations, including a copy of the Massage Licensing Act and the requirements for licensure as a massage therapist, are available at www.idfpr.com/profs/MassageTherapy.asp.

The Village licenses massage therapy establishments, which must comply with the Village's zoning ordinance, general business licensing and registration requirements, and business regulations specific to massage therapy establishments. A copy of the applicable Village Code Sections is attached for reference.

Attachments:

- Legal Notice
- Memo from Eric Palm, Village Administrator
- Title 10, Chapter 18 (Special Use Permits)
- Title 3, Chapter 1 (General Licensing and Registration Requirements) and Chapter 10 (Massage Therapy Establishments; Massage Therapist)



**PUBLIC HEARING NOTICE
ZONING BOARD OF APPEALS
RIVER FOREST, ILLINOIS**

Public Notice is hereby given that a public hearing will be held by the Zoning Board of Appeals of the Village of River Forest, Cook County, Illinois, on Thursday, March 12, 2020 at 7:30 p.m. in the First Floor Community Room of the River Forest Village Hall, 400 Park Avenue, River Forest, Illinois, to consider amendment(s) to the Village's Zoning Ordinance which include, but may not be limited to, the following:

1. A Text Amendment to Section 10-21 (Land Use Chart) of the Zoning Ordinance to change massage therapy establishments from a permitted use to a special use in the C1, C2, C3 and ORIC Zoning Districts.

The petitioner for the Text Amendments is the Village President and Board of Trustees.

This public hearing is being held pursuant to direction given by the Village Board of Trustees for the Zoning Board of Appeals to consider these amendments. For additional information visit www.vrf.us.

All interested persons will be given the opportunity to be heard at the public hearing. **For public comments to be considered by the Zoning Board of Appeals and Village Board of Trustees in their decision, they must be included as part of the public hearing record.**

For further information or for a copy of the proposed text amendments, please contact Assistant Village Administrator Lisa Scheiner at (708) 714-3554 or at lscheiner@vrf.us or visit www.vrf.us.

Sincerely,
Lisa Scheiner
Secretary, Zoning Board of Appeals



Village of River Forest

Village Administrator's Office

400 Park Avenue
River Forest, IL 60305

Tel: 708-366-8500

MEMORANDUM

Date: January 23, 2020

To: Catherine Adduci, Village President
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Text Amendment Request – Massage Therapy Establishments as Special Uses

Currently the Zoning Ordinance allows massage therapy establishments as permitted uses in the C1, C2, C3 and ORIC Zoning Districts. Permitted uses may be established without review or approval by the Zoning Board of Appeals, Plan Commission, Development Review Board or the Village President and Board of Trustees. Staff is recommending that the designation of such establishments be amended to that of special uses, which would then allow massage therapy establishments to only be opened after a public hearing process, with notice to neighbors, before the Zoning Board of Appeals and after approval by the Village President and Board of Trustees.

In recent months, a second business offering massage therapy services has opened on the same block of North Avenue in River Forest. In certain commercial corridors, there can be a lower threshold for opening certain permitted businesses which can lead to the unintended consequence of certain business types being too clustered in one geographic area. The special use process provides an additional layer of review as well as the consideration of conditions on the operation of the business, including the need for the proposed use. This process will help mitigate the clustering issue and allow the Village to have more compatible land uses in its key commercial corridors.

In light of these reasons, Staff is recommending initiating a zoning text amendment to make massage therapy establishments a special use (currently a permitted use) in the C1, C2, C3 and ORIC Zoning Districts.

Please contact me should you have any questions. Thanks.

Chapter 18

SPECIAL USE PERMITS

10-18-1: INTENT AND PURPOSE:

- A. The development and execution of this Zoning Title is based upon the division of the Village into districts, within which the uses of land, structures, and buildings as well as the massing and location of structures and buildings in relation to the land are substantially uniform. It is recognized, however, that there are certain types of uses which because of their specific characteristics, or the services which they provide cannot be permitted in a particular district without consideration of the impact of such use upon the neighboring land, and of the public need for such particular use at a particular location.
- B. The Board of Trustees, in accordance with the procedures and standards set forth in this Section, may grant special use permits.
- C. Special use permits will be limited to those uses currently permitted in the underlying zoning district as indicated on the land use chart in Chapter 21 of this Zoning Title. (Ord. 2640, 5-23-1995)

10-18-2: GENERAL PROVISIONS:

- A. The special uses allowed in the land use chart in Chapter 21 of this Zoning Title shall be authorized in the districts hereinafter indicated subject to the provisions of this Section. When a use is not specifically listed in Section [10-21-2](#) of this Zoning Title or cannot reasonably be included in any category shown on the land use chart it shall be considered a special use subject to the provisions of this Chapter. All other applicable provisions of this Zoning Title, including those of the district in which the proposed special use is to be located, shall apply, except as expressly modified by the terms of the special use permit in order to comply with the standards set forth in this Section. (Ord. 2758, 3-23-1998)
- B. The development of any parcel or tract of land which has been submitted to the Village as a planned development pursuant to [Chapter 19](#) of this Zoning Title shall not be subject to the approval process of this Section.
- C. Each special use should be presented and judged on its own merits. It shall not be sufficient to base justification for approval upon an already existing special use.
- D. The burden of providing evidence and persuasion that any special use permit is necessary and desirable shall in every case rest with the applicant. (Ord. 2640, 5-23-1995)

10-18-3: STANDARDS FOR REVIEW:

An application for a special use permit shall be granted by the Board of Trustees only if it finds that the applicant has demonstrated that at a minimum the proposed use complies with the following standards:

- A. The proposed use is consistent with the goals and policies of the Comprehensive Plan;
- B. The establishment, maintenance, or operation of the use or combination of uses will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare of the residents of the Village;
- C. The proposed use will not diminish the use or enjoyment of other property in the vicinity for those uses or combination of uses which are permitted by this Zoning Title;
- D. The establishment of the proposed use 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;
- E. The proposed use will not diminish property values in the vicinity;
- F. Adequate measures already exist or will be taken to provide ingress and egress to the proposed use in a manner that minimizes traffic congestion in the public streets;
- G. The proposed use will be consistent with the character of the Village;
- H. The proposed use will not materially affect a known historical or cultural resource;
- I. The design of the proposed use considers its relationship to the surrounding area and minimizes adverse effects, including visual impacts of the proposed use on adjacent property;
- J. The design of the proposed use promotes a safe and comfortable pedestrian environment;
- K. The proposed use has included adequate consideration consistent with these standards for buffers, landscaping, fencing, lighting, building materials, public open space, and other improvements associated with the proposed use; and
- L. The off-site impacts of the proposed use such as vehicular traffic, noise, hours of operation, etc., have been shown to be compatible with the surrounding area. (Ord. 2640, 5-23-1995)

10-18-4: PROCEDURES:

The following steps are provided to assure the orderly review of every special use permit application in

a timely and equitable manner:

A. Prefiling Review And Transmittal Of Application:

1. Conference:

- a. A prospective applicant, prior to submitting a formal application for a special use permit, shall meet for a prefiling conference(s) with the Zoning Administrator, the Director of Public Works and any other Village official designated by the Village Administrator. The purpose of the conference(s) is to help the applicant understand the Comprehensive Plan, the Zoning Title, the standards by which the application will be evaluated, and the application requirements.
- b. After reviewing the special use permit process, the applicant may request a prefiling conference with the Village staff to discuss a request for waiver of any application requirement which in the applicant's judgment should not apply to the proposed special use. Such request shall be made in writing prior to the submission of the formal application documents.
- c. All requests for waiver shall be reviewed by the Zoning Administrator and a final determination regarding the waiver shall be given in writing to the prospective applicant within ten working days.
- d. The applicant, prior to submitting a formal application for a special use permit, may be required to schedule a meeting to discuss the proposed development and its impact on area residents. If such a meeting is required, the applicant shall send a written notice of the meeting to all property owners within five hundred feet of the proposed development. Such notice shall be mailed not less than fifteen days prior to the date of the meeting. A copy of the notice and mailing list shall be provided to the Zoning Administrator. A written summary of comments made at the meeting shall be maintained and submitted by the applicant with the application.

2. Zoning Board of Appeals: The Zoning Administrator shall confer with the Chairman of the Zoning Board of Appeals on all applications. Upon the determination of both the Administrator and the Chairman, the Zoning Board of Appeals may be asked to participate in the prefiling conference(s).

3. Filing of Application: Following the completion of the prefiling conference(s), the applicant shall file the application for a special use permit. The Zoning Administrator may deliver copies of the application to other appropriate Village departments for review and comment.

4. Deficiencies: The Zoning Administrator shall determine whether the application is complete. If the Zoning Administrator determines that the application is not complete, he shall notify the applicant in writing of any deficiencies and shall take no further steps to process the application until the deficiencies are remedied.

5. Report on Compliance: A copy of the complete application and a written report prepared by the Zoning Administrator incorporating the comments of Village staff and other agencies regarding the compliance of the proposed development with the requirements and standards of this Section shall be delivered to the Zoning Board of Appeals.

6. Determination Not Binding: Neither the Zoning Administrator's determination that an application is complete nor any comment made by the Zoning Administrator, staff or the Zoning Board of Appeals at a prefiling conference or as part of the review process shall be intended or construed as a formal or informal recommendation for the approval of a special use permit for the proposed

development, or component part thereof, nor shall be intended or construed as a binding decision of the Village, the Zoning Board of Appeals or any staff member.

B. Review and Action by the Zoning Board of Appeals:

1. Upon receiving the report from the Zoning Administrator, the Zoning Board of Appeals shall hold at least one public hearing on the proposed special use. Notice of the public hearing shall be provided and the public hearing shall be conducted in accordance with the provisions of this Zoning Title, State law and rules of procedure adopted by the Zoning Board of Appeals.
2. Notice of the required public hearing shall be published by the Village not more than thirty nor less than fifteen days before the scheduled hearing in a newspaper published in the Village or if there is none, then in a newspaper of general circulation in the Village and shall contain the following information:
 - a. The number designation of the application;
 - b. The date and time of the public hearing;
 - c. The location of the public hearing; and
 - d. The general location of the property, the legal description of the property and its street address, if applicable, and a short description of the proposed project and purpose of the public hearing.
3. Notice of the required public hearing shall also be provided by the Village by posting a sign or signs on the property no less than seven days prior to the public hearing. The sign shall be weatherproof and contain such information as is required in subsection B2 above. Failure to post such sign(s) and/or the removal or knocking down (by the Village or others) of the sign after posting but before the hearing shall not invalidate, impair, or otherwise affect any special use permit subsequently granted following such public hearing.
4. Notice of the required public hearing shall also be provided by the Village by regular mail to the owners of record of the property which is the subject of the application (if different than the applicant), and the owners of all property within five hundred feet of the subject property as shown on the written list provided by the applicant pursuant to the requirements of 65 Illinois Compiled Statutes 5/11-13-7 of the Illinois Municipal Code (such notice should be sent to the owners as recorded in the office of the Recorder of Deeds or the Registrar of Zoning Ordinances of Cook County and as they appear from the authentic tax records of Cook County, as shown on the list prepared by the applicant as required in 65 Illinois Compiled Statutes 5/11-13-7 of the Illinois Municipal Code). The applicant shall be required to submit to the Village a search by a reputable zoning ordinance company or other evidence satisfactory to the Village indicating the identity of all such owners required to receive notice, and an affidavit certifying that the applicant has complied with the requirements of 65 Illinois Compiled Statutes 5/11-13-7 of the Illinois Municipal Code. Such notice shall contain the information as is required in subsection B2 of this Section and shall be mailed not more than thirty nor less than fifteen days prior to the date of the public hearing. The notice shall also include the name and address of the applicant for the special use permit. The applicant shall also provide for the service of a separate notice which the applicant is required to serve under 65 Illinois Compiled Statutes 5/11-13-7 of the Illinois Municipal Code. The applicant shall be required to comply with all conditions of 65 Illinois Compiled Statutes 5/11-13-7 of the Illinois Municipal Code, except that the statutory area requirement of two hundred fifty feet is hereby replaced with a Village requirement of five hundred feet.

5. The Zoning Board of Appeals shall review the application, the standards and requirements established by this Zoning Title, the report of the Zoning Administrator, and any oral and written comments received by the Zoning Board of Appeals before or at the public hearing. Within thirty days following the close of the public hearing and at a regular meeting, the Zoning Board of Appeals shall make specific findings addressing each of the standards set forth in Section [10-18-3](#) of this Chapter and transmit such findings, together with a recommendation of approval, approval with conditions, or disapproval to the Board of Trustees.

C. Review And Action By The Board Of Trustees:

1. Within sixty days of receipt of the report and recommendation of the Zoning Board of Appeals, and without further public hearing, the Board of Trustees may deny the application, may refer the application to the Zoning Board of Appeals for further review, may postpone further consideration pending the submittal of additional information including any application requirement previously waived or may approve the special use permit. (Ord. 2640, 5-23-1995)
2. Any action taken by the Board of Trustees pursuant to subsection C1 of this Section shall require the concurrence of a majority of all Trustees and the Village President then holding office, however, if the application fails to receive the approval of the Zoning Board of Appeals, the zoning ordinance shall not be approved except by a favorable majority vote of all Trustees then holding office. (Ord. 2733, 8-11-1997)
3. In approving a special use permit, the Board of Trustees may attach such conditions to the approval as it deems necessary to have the proposed use or combination of uses meet the standards set forth in Section [10-18-3](#) of this Chapter and to prevent or minimize adverse effects on other property in the immediate vicinity. Such conditions may include, but are not limited to: limitations on size, bulk and location; requirements for landscaping, signage, outdoor lighting, provisions for adequate ingress and egress; hours of operation; and such other conditions as the Village Board may deem to be in furtherance of the objectives of this Section.
4. Advance written notice of the first meeting of the Village Board where a special use permit application will be considered shall be provided by regular mail to the owners of record of the property which is the subject of the application (if different from the applicant), and the owners of all property within five hundred feet of the subject property, not less than ten days prior to the date of the first Village Board meeting. This requirement is enacted to assure the most complete public notice possible for the proposed application for a special use permit, it is not required by State law. Accordingly, any failure to comply with this subsection shall not invalidate, impair or otherwise affect any special use permit subsequently granted following such meetings. (Ord. 2640, 5-23-1995)

10-18-5: APPLICATION REQUIREMENTS:

- A. An application for a special use permit may only be filed by one who has an ownership interest, or the agents thereof, or any contract purchaser or anyone holding an option to purchase the parcel of land on which the use is to be located, or any unit of government which either owns the parcel or proposes to acquire the parcel by purchase, gift, or condemnation.
- B. Applications for a special use permit shall be filed with the Zoning Administrator in such form and accompanied by such information, with sufficient copies, as shall be established from time to time by the Zoning Administrator. Every application shall contain at a minimum the following information and related data:

1. The names and addresses of the owner of the subject property, the applicant and all persons having an ownership or beneficial interest in the subject property and proposed project.
 2. A statement from the owner, if not the applicant, approving the filing of the application by the particular applicant.
 3. A survey, legal description and street address of the subject property.
 4. A statement showing compliance of the proposed project to the Comprehensive Plan and Zoning Title; and evidence of the proposed project's compliance in specific detail with each of the standards and objectives of this Section.
 5. A scaled site plan showing the existing contiguous land uses, zoning districts and public thoroughfares.
 6. A scaled site plan of the proposed project showing the lot area, required yards and setbacks, contour lines, common space and the location, bulk, and lot area coverage and heights of buildings and structures, number of parking spaces and loading areas.
 7. Schematic drawings illustrating the design and character of the building elevations, types of construction, and floor plans of all proposed buildings and structures. The drawings shall also include a schedule showing the number, type, and floor area of all uses and the floor area of the entire project.
 8. A landscaping plan showing the location, size, character and composition of vegetation and other material.
 9. The substance of covenants, easements, and other restrictions existing and any to be imposed on the use of land, including common open space, and buildings or structures.
 10. A schedule of development showing the approximate date for beginning and completion of each stage of construction of the project.
- C. The applicant may submit a written request for waiver of any application requirement in accordance with subsection [10-18-4A1b](#) and c. The decision of the Zoning Board of Appeals shall be final regarding the approval or denial of the request. However, the Zoning Board of Appeals' decision regarding the request for a waiver of an application requirement does not preclude the Village Board from requesting that same information or any additional information it deems applicable for its review of the application.
- D. Every application must be accompanied by a fee in such amount as established from time to time by the Village Board to defray the costs of providing notice and contracting with independent professionals to review applications as required by the Zoning Board of Appeals or the Village Board. Additional materials may be required during the review of a proposed special use permit if determined necessary by the Zoning Board of Appeals or the Village Board. (Ord. 2640, 5-23-1995)

10-18-6: EFFECT OF APPROVAL OR DENIAL:

- A. Approval of the special use permit by the Board of Trustees in accordance with this Section, authorizes the applicant to proceed with any necessary applications for building permits,

certificates of occupancy, and other permits which the Village may require for the proposed project. The Zoning Administrator shall review applications for these permits for compliance with the terms of the special use permit granted by the Board of Trustees. No permit shall be issued for the project which does not comply with the terms of the special use permit.

- B. An approval of a special use permit by the Board of Trustees shall be null and void if the recipient does not file an application for a building permit for the proposed project within nine months after the date of the approval of the special use permit.
- C. An approval of a special use permit by the Board of Trustees shall be null and void if construction has not commenced within fifteen months and is not completed within thirty three months after the date of adoption of the ordinance approving the special use permit.
- D. An extension of the time requirements stated in subsections B and C of this Section may be granted by the Board of Trustees for good cause shown by the applicant, provided a written request is filed with the Village at least four weeks prior to the respective deadline.
- E. A special use permit shall be null and void if the use for which the approval was granted ceases for a period of one year.
- F. No application for a special use permit which was previously denied by the Board of Trustees shall be reconsidered by the Zoning Board of Appeals or the Board of Trustees if it is resubmitted in substantially the same form and/or content within two years of the date of such prior denial.
 - 1. The Zoning Administrator shall review the revised application for a special use permit and determine if the application is or is not substantially the same. An applicant has the right to request a hearing before the Zoning Board of Appeals to appeal the determination of the Zoning Administrator, provided a petition for appeal is filed in writing with the Zoning Administrator within ten days of the decision.
 - 2. The Zoning Board of Appeals shall affirm or reverse the determination of the Administrator regarding whether the new application is in substantially the same form within thirty days of receipt of a petition for appeal.
 - 3. If it is determined that the new application is not substantially in the same form, then the applicant is entitled to submit an application and have it reviewed in accordance with the provisions of Section [10-18-4](#) of this Chapter. (Ord. 2640, 5-23-1995)

TITLE 3

BUSINESS REGULATIONS

CHAPTER 1

GENERAL LICENSING AND REGISTRATION REQUIREMENTS

SECTION:

3-1-1: Purpose; Jurisdiction

3-1-2: License And/Or Registration Required; Registration Fee

3-1-3: Application For Business License

3-1-4: Investigation Of Applicant

3-1-5: Term, Transferability

3-1-6: Granting Of License; Approval Of Bond

3-1-7: Building And Premises To Conform

3-1-8: All Licenses To Be Signed By Village Administrator

3-1-9: Authority Of Village To Make Inspections; Reinspection Fee

3-1-10: License To Be Posted

3-1-11: Denial, Suspension, And Revocation Procedure; Hearing

3-1-12: Appeal To The Village Board

3-1-13: Sunday And Holiday Restrictions

3-1-14: Regulation Of Hours Of Operation Of Certain Retail Premises

3-1-15: Penalty For Violations Of This Title

3-1-16: Exemptions

3-1-17: Outdoor Donation Boxes

3-1-1: PURPOSE; JURISDICTION:

A. General: Because each commercial establishment located in the village is a basic part of and affects the physical and economic well being of the village, thereby necessitating special services from the village in the form of fire, health, sanitation, building, and police inspections and services, these commercial establishments shall in all respects comply with the provisions of this chapter. This chapter is designed to provide for the means whereby the village may render the necessary inspections and services to commercial establishments and commercial areas in order to promote, protect, and safeguard the public health, safety, and welfare of the citizens of the village, and such establishments and areas, and to enable the effecting of an accurate record of commercial establishments located and carrying on commercial activities or commerce within the village.

B. Principal Place Of Business: The commercial establishments licensed or registered as provided herein may or may not have their principal place of business located within the village.

C. **Persons Subject To License:** A license is hereby required for the maintenance, operation or conduct of any business or establishment, or for doing business or engaging in any activity or occupation, from a location within the village. Any person shall be subject to the requirement if directly or through an agent, employee, or partner, such person, firm or corporation, holds itself forth as being engaged in the business or occupation; or solicits patronage therefor, actively or passively; or attempts to perform any part of a business or occupation in the village. All of the above activities are included when this chapter refers to "engaging in or carrying on any business, occupation or trade" or similar provisions.

D. **License For The Sale Of Liquor:** The issuance of licenses for the sale of liquor shall be governed by title 8, chapter 5 of this code. (Ord. 2668, 2-12-1996)

3-1-2: LICENSE AND/OR REGISTRATION REQUIRED; REGISTRATION FEE:

Except as may be prohibited by law or otherwise expressly exempted herein, it shall be unlawful for any person to engage in or carry on any business, occupation or trade within the village without first having registered and having obtained a village license therefor. When the term "license" is used herein it shall include licenses in either written or sticker format.

Registration shall be required of all businesses located within the village, whether licensed or not licensed by the village, with the exception of contractors (see list in section 3-3-1 of this title). In addition to any license fee set forth in section 3-2-3 of this title, there shall be a registration fee of ten dollars to defray the cost of maintaining the village's database. Registration shall be on the form prepared by the office of the village administrator and shall be completed and registration fee paid no later than March 31 of each year. (Ord. 2668, 2-12-1996)

3-1-3: APPLICATION FOR BUSINESS LICENSE:

A. **General:** Applications shall be made in writing to the office of the village administrator, in the absence of a provision to the contrary. Each application shall state the name of the applicant (and in the case of a partnership, the name and address of all partners; and in the case of a corporation: the name of its president, secretary, and registered agent, and manager or other principal employee who will be principally in charge of the day to day operations of the business), the license desired, the location to be used, if any, the time period the license is to cover, and the fees to be paid. Each application shall contain any additional information as may be needed for the proper guidance of village officials in the issuance of the license applied for. Forms for all licenses and applications therefor shall be prepared and kept on file by the village clerk.

B. **Fraud; Deceit Or Other Misrepresentations:** It shall be unlawful for any person to knowingly give false information or falsely swear to any matter in the application for a license or obtain a license by fraudulent means, or to display a fictitious or fraudulently altered license or permit, or otherwise to misuse any license. The corporate authorities shall deny, suspend or revoke the license of any person, firm, or corporation who violates the provisions of this section and any suspension or revocation shall be in addition to any and all other penalties hereinafter provided and shall be in accordance with the procedures set forth in section 3-1-11 of this chapter. (Ord. 2668, 2-12-1996)

3-1-4: INVESTIGATION OF APPLICANT:

A. **Referral Of Application To Proper Inspecting Body:** Where the provisions of this Code or other ordinances necessitate an inspection or investigation before the issuance of such license, the Village Administrator shall, upon receipt of the application for a license, refer such application to the proper officer for making such inspection and/or investigation.

B. **Report From Inspection:** The officer charged with the duty of making the investigation or inspection shall make a report thereon within ten days after receiving the application or copy thereof and return the application with a recommendation to either grant or deny the request for the license, or grant it with appropriate conditions, if any. (Ord. 2668, 2-12-1996)

3-1-5: TERM, TRANSFERABILITY:

A. **Expiration Of License:** All annual licenses shall terminate on March 31 unless otherwise provided herein.

B. **Requirements For Valid Transfer Of License:** Any person to whom any license may have been issued may, with the written permission of the Village Administrator, assign and transfer the same unless otherwise prohibited by this Code or any other ordinances of the Village, to any other person; provided, that in all cases where a bond is required, the person applying for such license shall furnish a similar bond. Not more than one transfer of any license shall be allowed within any license year.

C. Fee For Transfer: The fee for the transfer of a license shall be twenty five percent of the annual fee originally paid and there shall be no refund made to the transferor for the license fee originally paid.

D. Prohibited Transfers: It shall be unlawful to transfer any license of any peddler, itinerant vendor or canvasser, nor any liquor license (see Title 8, Chapter 5). (Ord. 2668, 2-12-1996)

3-1-6: GRANTING OF LICENSE; APPROVAL OF BOND:

Except as otherwise provided by this Code or any other ordinance of the Village, all licenses shall be granted by the Village Administrator, and he is hereby authorized to approve the security and surety in cases where bond is required before such license shall issue, and said bond, when so approved, shall be filed in the office of the Village Administrator. (Ord. 2668, 2-12-1996)

3-1-7: BUILDING AND PREMISES TO CONFORM:

No license shall be issued for the conduct of any business or for the performance of any act, if the building and the premises to be used for the purpose do not fully comply with the requirements of the ordinances of the Village relating thereto. No license shall be issued for the conduct of any business or performance of any act which would involve a violation of the zoning regulations of the Village. (Ord. 2668, 2-12-1996)

3-1-8: ALL LICENSES TO BE SIGNED BY VILLAGE ADMINISTRATOR:

Except when otherwise designated by the Village Administrator, every valid business license shall bear the written or facsimile signature of the Village Administrator, or the Village Administrator's authorized representative, in the absence of any provision to the contrary. Any business license not bearing the signature of said official shall be deemed invalid unless the Village Administrator, in his discretion, determines to issue a license sticker without his signature. (Ord. 2668, 2-12-1996)

3-1-9: AUTHORITY OF VILLAGE TO MAKE INSPECTIONS; REINSPECTION FEE:

A. Inspections Of Premises; Reinspection Fee: Whenever inspections of the premises used for or in connection with the operation of a business or occupation are provided for or required by ordinance, or are reasonably necessary thereto to secure compliance with any ordinance provision or to detect violations thereof, it shall be the duty of the business, or the person in charge of the premises to be inspected, to admit thereto for the purpose of making the inspection any officer or employee of the Village who is authorized or directed to make an inspection at any reasonable time that admission is requested. If a reinspection for public health purposes as required by Title 6 of this Code, is performed for any premises there shall be a reinspection fee of one hundred dollars that must be paid to the Village.

B. Analysis/Examination Of Materials; Production Upon Request: Whenever an analysis of any commodity or material is reasonably necessary to secure conformance with any ordinance provision or to detect violations thereof, it shall be the duty of the licensee or business whose business is governed by the provision to give any authorized officer or employee of the Village requesting the same, sufficient samples of any materials or commodity for an analysis upon request.

C. Revocation For Refusal To Permit Inspection/Analysis: In addition to any other penalty which may be provided, the President and Board may revoke the license of any licensed proprietor of any licensed business within the Village who refuses to permit any officer or employee who is authorized to make an inspection or to obtain samples, or to take a sample of the commodity, or who interferes with an officer or employee while in the performance of his duty in making an inspection or obtaining samples, provided that no license shall be revoked for any cause unless written demand is made upon the licensee or person that the inspection be made and/or that the sample is desired at the time when it is sought to make the inspection or to obtain the sample. Revocation proceedings under this Section shall be conducted in the manner set forth in Section 3-1-11 of this Code. (Ord. 2668, 2-12-1996)

3-1-10: LICENSE TO BE POSTED:

It shall be the duty of any person conducting a licensed business within the Village to keep the license posted at all times in a prominent place on the premises used for such business. (Ord. 2668, 2-12-1996)

3-1-11: DENIAL, SUSPENSION, AND REVOCATION PROCEDURE; HEARING:

Any application for a license may be denied or an existing license may be suspended or revoked in accordance with this Section for the violation by the applicant or licensee of any ordinance provision relating, directly or indirectly, to the license or the premises occupied. The denial, suspension or revocation may be in addition to any fine imposed and shall be in accordance with the procedures set forth below. However, in any situation where the public health, safety, morals, or welfare is immediately threatened by the continued operation of any business, the President shall be and is hereby authorized to order the immediate cessation of business and/or

the closing of the premises, and the immediate suspension of any business license, for a period not to exceed twenty one days pending the hearing procedure set forth below. If the President finds any cause listed in subsection C below to exist upon review of the evidence brought forth at the denial/suspension/revocation hearing, the President shall recommend to the Board of Trustees the denial, suspension, or revocation of the business license at issue.

A. Notice Of Denial, Suspension, Or Revocation:

1. Within three days after the denial of an application for a business license, the Village Administrator shall notify the applicant by mail. Such notice is deemed received by the applicant three days after mailing. If the applicant desires a hearing on the denial, he must then notify the Village President by certified or registered mail, return receipt requested, within seven days of the mailing of the notice sent by the Village Administrator.

2. Whenever the Village President receives a request for or deems suspension or revocation of a business license appropriate, the licensee shall be notified by mail, by the Village Administrator. Such notice shall be deemed received by the licensee three days after mailing. Such notice shall indicate the alleged basis for the suspension and/or revocation and may be combined with the hearing notice provided in subsection 3-1-11D below.

B. Hearing: Within eight days after the Village President has received a proper request for a hearing on the denial, suspension and/or revocation of a business license, the President shall schedule a hearing for the purpose of determining whether or not the business license should be denied, suspended, and/or revoked.

C. Causes For Denial, Suspension, Or Revocation: Business licenses unless otherwise provided, may be revoked by the President after notice and hearing as provided in this Section for any of the following causes:

1. Any fraud, misrepresentation or false statement contained in the application for the business license;
2. Any violation by the licensee of ordinance provisions relating to the license, the subject matter of the license, or the premises occupied;
3. Conviction of the licensee of any felony or a misdemeanor set forth in 720 Illinois Compiled Statutes 5/11-6, 5/11-7, 5/11-9, 5/11-14, 5/11-15, 5/11-17, 5/11-18, 5/11-19, 5/12-2, 5/12-6, 5/12-15, 5/14-4, 5/16-1, 5/24-1, 5/24-3.1, 5/24-5, 5/25-1, 5/28-3, 5/31-1, 5/31-4, 5/31-7, 5/32-1, 5/32-2, 5/32-3 and 5/32-8;
4. Failure of the licensee to pay any fine or penalty owing to the Village;
5. Refusal to permit an inspection or sampling, or any interference with a duly authorized Village officer or employee while in the performance of his duties in making such inspections; and/or
6. Failure to comply with the Village Building Codes or any other ordinances of the Village.

Such revocation, if ordered, shall not preclude prosecution and imposition of any other penalties provided for the violation of applicable provisions of this Code or other ordinances of the Village.

D. Notice Of Hearing For Denial, Suspension, Or Revocation: Notice of the hearing on the denial, suspension or revocation of a business license shall be given in writing setting forth specifically the grounds of the complaint and the time and place of the hearing. Such notice shall be sent by certified mail (return receipt requested) to the applicant or licensee at his last known address as set forth in the application for the then current license period at least five days prior to the date set for the hearing, or may be served by personal service at least two days prior to the date set for hearing.

E. Representation At Hearing: At the hearing the Village Attorney shall present the complaint and shall represent the Village. The applicant or licensee shall be permitted counsel and shall have the right to submit evidence and cross-examine witnesses. The President shall preside and shall render the decision.

F. President's Decision To Remain In Effect Until After Appeal: The decision of the President upon hearing the evidence of both sides at the denial/suspension/revocation hearing shall remain in full force and effect unless and until the decision is reversed or modified by the Village Board.

G. Reapplication For License Or Permit: If an application for a license has been denied, or a license has been revoked, the applicant or holder may not seek another license from the Village earlier than twelve months after the final denial or revocation. (Ord. 2668, 2-12-1996)

3-1-12: APPEAL TO THE VILLAGE BOARD:

Any person aggrieved by the decision of the President in regard to the denial of an application for a business license, as provided in this Chapter, or in connection with the suspension or revocation of a business license as provided in Section 3-1-11 above, shall have the right to appeal any such decision to the Village Board. Such appeal shall be taken by filing with the Village Administrator, within two days after notice of a denial, suspension or revocation of a business license, a written statement under oath setting forth specifically the grounds for appeal. The Village Board shall thereupon set the time and place for a hearing on such appeal, and notice of such hearing shall be given to the applicant or licensee in the same manner as provided in subsection 3-1-11D hereof. The decision of the Village Board on such appeal shall be final. (Ord. 2668, 2-12-1996)

3-1-13: SUNDAY AND HOLIDAY RESTRICTIONS:

The following activities are prohibited on Sunday and holidays:

A. Manufacturing And Construction Work: It shall be unlawful for any person to engage in the business of manufacturing, constructing, producing or processing tangible personal property of any kind or description, on Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day; provided however, that this provision shall not be applicable to works of charity or to the manufacturing or construction work necessary to meet any emergency needs of the village. (Ord. 3041, 8-11-2003)

3-1-14: REGULATION OF HOURS OF OPERATION OF CERTAIN RETAIL PREMISES:

Any business primarily devoted to the sale at retail of grocery food, beverages, drugs, or sundries, commonly known as supermarkets or drugstores, consisting of fourteen thousand gross square feet or more, shall be permitted to be in operation only between the hours of seven o'clock A.M. and twelve o'clock midnight. Regulations pertaining to any premises with a liquor license shall also be governed by the provisions of title 8, chapter 5 of this code. (Ord. 2668, 2-12-1996)

3-1-15: PENALTY FOR VIOLATIONS OF THIS TITLE:

In addition to (and not precluded by) any possible denial, suspension or revocation of a license, any person, firm, or corporation violating any provision of this chapter shall be deemed guilty of a misdemeanor and be punished by a fine of not less than one hundred dollars and not more than seven hundred fifty dollars. A separate offense shall be deemed committed for each day such violation is committed or permitted to continue, and shall be punishable hereunder as such. In addition to the monetary penalty set forth herein, the village may seek injunctive relief to compel compliance with this chapter and the codes incorporated herein by reference. (Ord. 3041, 8-11-2003)

3-1-16: EXEMPTIONS:

No provision in this title shall be interpreted in a way that would contradict express licensing or permit exemptions provided for by state law. (Ord. 2668, 2-12-1996)

3-1-17: OUTDOOR DONATION BOXES:

A. Businesses are prohibited from having outdoor donation boxes unless the outdoor donation box is owned, maintained, and operated by the owner of the business.

B. Outdoor donation boxes shall not exceed six and one-half feet in height.

C. Outdoor donation boxes shall not possess a footprint exceeding twenty square feet.

D. No business shall be permitted to have more than one outdoor donation box per lot.

E. Donation boxes may only be located in the side or rear portion of the lot.

F. Outdoor donation boxes shall be maintained in good condition and appearance with no structural damage, holes, or visible rust and shall be free of graffiti. All boxes shall be serviced regularly so as to prevent overflow of collections or the accumulation of junk, debris or other material. (Ord. 3448, 7-9-2012)

CHAPTER 10

MESSAGE THERAPY ESTABLISHMENTS; MESSAGE THERAPIST

SECTION:

3-10-1: Definitions**3-10-2: License Required****3-10-3: Exemptions****3-10-4: Application For Massage Therapy Establishment License****3-10-5: Fingerprinting Requirements****3-10-6: Posting Of License****3-10-7: Limitation, Denial, And Restriction On The Issuance And Renewal Of License****3-10-8: Transfer; Changes In Ownership Or Management****3-10-9: Facility Requirements****3-10-10: General Regulations****3-10-11: Inspections****3-10-12: Outcall Massage Service****3-10-13: Suspension, Revocation Of License; Penalty And Appeal****3-10-14: Public Nuisance****3-10-15: Penalty****3-10-16: Severability****3-10-1: DEFINITIONS:**

DESIGNATED MANAGER: Any person, whether employed by the massage therapy establishment full or part time, who is charged with the administration of the massage therapy establishment. Such person may be a massage therapist. If the designated manager conducts massage therapy then such person must be a licensed massage therapist.

EMPLOYEE: Any and all persons other than a masseur or masseuse who render any service for the licensee and who receives compensation directly from the licensee but has no physical contact with patrons, customers or clients.

LICENSED MASSAGE THERAPIST: A person who holds a valid, current, state of Illinois license as a massage therapist to practice massage/massage therapy as defined herein and who is thereby entitled to exclusive use of the terms "massage", "massage therapy", and "massage therapist" in advertising and printed promotional material.

LICENSEE: The person to whom a license has been issued to operate a "massage therapy establishment" as defined herein.

MASSAGE: Any method of pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating of the external soft parts of the body with the hands or with the aid of any mechanical electrical apparatus or appliances with or without rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotions, ointments or other similar preparations commonly used in this practice.

MASSAGE THERAPY ESTABLISHMENT: Any establishment having its primary source of income or compensation derived from the practice of "massage" as defined herein, and which has a fixed place of business in the village of River Forest where any person, firm, association or corporation engages in or carries on any of the activities described above by one or more persons licensed by the state of Illinois as massage therapists.

MASSEUR OR MASSEUSE: Any person who, for any consideration whatsoever, engages in the practice of massage.

OUTCALL MASSAGE SERVICE: Any business, the function of which is to engage in or carry on massages at a location designated by the customer or client rather than at a "massage therapy establishment" as defined in

this section.

PATRON: Any person who receives a massage in the village under such circumstances that it is reasonably expected that he or she will pay money or give other consideration therefor.

PERSON: Any individual, copartnership, firm, association, joint stock company, corporation, or combination of individuals of whatever form or character.

SEXUAL OR GENITAL AREA: Genitals, buttocks, pubic area, anus or perineum of any person, or the vulva or breasts of a female. (Ord. 3450, 7-9-2012)

3-10-2: LICENSE REQUIRED:

A. No person shall engage in the business of operating a massage therapy establishment in the village without a valid and current license therefor issued by the village pursuant to the terms of this chapter. A separate license shall be required for each massage therapy establishment location regardless of whether such multiple establishments are operated by the same person.

B. It shall be unlawful to engage in, conduct, operate, carry on or permit to be engaged in or upon any premises in the village, the business of a massage therapy establishment without having at least one licensed massage therapist employed at each licensed location.

C. Massage therapy establishments shall be only in locations as permitted by the village of River Forest zoning ordinance. (Ord. 3450, 7-9-2012)

3-10-3: EXEMPTIONS:

A. Where massage is actually performed at the patron's premises, including the patron's place of business or residence, a massage therapy establishment license shall not be required for such patron's premises.

B. No license shall be required for any business establishment which is permitted by the zoning code and which offers massage only as an ancillary service to their primary business.

C. A massage therapy establishment license shall not be required of establishments where persons engage in massage, massage therapy or similar practices but are not required to obtain a massage therapist license under Illinois law. (Ord. 3450, 7-9-2012)

3-10-4: APPLICATION FOR MASSAGE THERAPY ESTABLISHMENT LICENSE:

A. Application for massage therapy establishment license shall be made in conformance with the general license requirements relating to business licenses, as set forth in this chapter, and shall be renewed annually, and also shall include the following information:

1. The name (including any nicknames or aliases) and address, telephone number, social security number, and age of each applicant, the registered agent of the applicant if the applicant is a corporation or a limited liability company and the general or managing partners if the applicant is a partnership.

a. If the applicant is a corporation, the names and residence addresses of each of the officers and directors of said corporation and of each stockholder owning more than ten percent of the stock of the corporation and the address of the corporation itself, if different from the address of the massage therapy establishment.

b. If the applicant is a limited liability company, names and residence addresses of each of the managers and of each member having greater than a ten percent interest in the limited liability company, and the address of the limited liability company itself, if different from the address of the massage therapy establishment.

c. If the applicant is a partnership, the names and residence addresses of each of the partners including limited partners and the address of the partnership itself, if different from the address of the massage therapy establishment.

d. If the applicant is a corporation, the total percentage of all stock held by all persons with a ten percent or less interest in the corporation.

e. If the applicant is a limited liability company, the total percentage of interest of those members with a ten percent or less interest in the limited liability company.

2. A description of the premises, the location of the massage therapy establishment and all telephone numbers where the business is to be conducted.

3. The two previous addresses immediately prior to the present address of the applicant.
4. Proof that the applicant is at least eighteen years of age.
5. Copy of identification such as driver's license and social security card.
6. Business occupation, or employment of the applicant for the three years immediately preceding the date of application.
7. The massage or similar business license history of the applicant; whether such person has had a business license revoked or suspended, the reason therefor, and the business activity or occupation subsequent to such action of suspension or revocation.
8. All criminal convictions other than misdemeanor traffic violations and all municipal ordinance violations, including the dates of convictions, nature of the crimes or violations, jurisdiction where convicted and the sentence and/or fine imposed.
9. The name and address of each masseur and/or masseuse who is or will be employed in said establishment and a copy of diploma or certificate of graduation for each masseur and/or masseuse from an accredited institution.
10. A description of any other business to be operated on the same premises or on adjoining premises owned or controlled by the applicant.
11. Authorization for the village, its agents and employees to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of applicants for a license.
12. Permission for investigation of the premises by the village by its designated representative to investigate the premises named in said application to determine whether the provisions of all village ordinances applicable thereto have been complied with.
13. Fingerprint requirements as set forth in section 3-10-5 of this chapter.
14. Payment of fee for a massage therapy establishment license as set forth in this chapter.
15. Compliance with all applicable requirements of the village building codes and zoning ordinance.
16. The names of all licensed massage therapists who are employed to provide massage therapy at the massage therapy establishment. The application shall include copies of the licenses issued to said massage therapists.

B. Massage therapy establishment licenses are issued annually and shall be operative for the municipal license year commencing on April 1 of each year. Each license may be renewed upon proper application, conformance with applicable requirements, and payment of the required fee.

C. In the event applicant is made aware that any information or document submitted as part of this application process is inaccurate or incomplete, applicant shall immediately notify the village and provide appropriate corrections. Failure to accurately and completely provide or as necessary update, required information may delay the processing of such application or result in its denial.

D. The applicant has a continuing obligation, even after the village has issued a license for a massage therapy establishment, to notify the village in writing of any change affecting any of the required information required to be provided by this chapter. Such new information must be provided to the village within thirty days of any such change. (Ord. 3450, 7-9-2012)

3-10-5: FINGERPRINTING REQUIREMENTS:

A. In addition to the requirements of section 3-10-4 of this chapter, applicants shall submit their fingerprints to be used in completing the investigation. Applicants are required to present themselves for fingerprinting by the River Forest police department. If applicant is a corporation, fingerprints shall be required of applicant's officers, directors and any stockholder(s) owning in aggregate more than ten percent of the stock of such corporation. If the applicant is a limited liability company, fingerprints shall be required of all of the members of the limited liability company having more than a ten percent interest in the limited liability company. If the applicant is a partnership, fingerprints shall be required of all general partners and any limited partner owning more than ten percent of the aggregate limited partner interest in such partnership. In the case of a renewal

application, the requirement for fingerprints may be waived at the village's discretion if the village fingerprinted the applicant within three years of the renewal date and the applicant's fingerprints are on file with the village.

B. Applicant fingerprints will be kept on file with the village of River Forest police department.

C. The fee for each set of fingerprints required by this section is fifty dollars.

D. All applicants for renewal of a license under this chapter shall present their current massage therapy establishment license to the River Forest police department at the time of renewal. (Ord. 3450, 7-9-2012)

3-10-6: POSTING OF LICENSE:

Every person, corporation, limited liability company, partnership or association licensed as a massage therapy establishment under this chapter shall display such license in a prominent place in the massage therapy establishment. (Ord. 3450, 7-9-2012)

3-10-7: LIMITATION, DENIAL, AND RESTRICTION ON THE ISSUANCE AND RENEWAL OF LICENSE:

A. The village may deny a massage therapy establishment license for failure to comply with any of the requirements set forth in any sections of this chapter.

B. No massage therapy establishment license shall be issued or renewed:

1. To an applicant who has been convicted of the following offenses:

a. Any offense involving sexual misconduct with children or other sex offenses as defined in 720 Illinois Compiled Statutes.

b. A felony based upon conduct or involvement in such related business activity or similar business activity within the past ten years.

c. A felony unrelated to conduct to involvement in such related business activity or similar business activity, but which felony involved the use of a deadly weapon, traffic in narcotic drugs, or violence against another person, including rape or other sexual misconduct, within the past ten years.

d. A misdemeanor or licensing ordinance violation from any jurisdiction, based upon conduct or involvement in such related business activity or similar business.

e. A crime of moral turpitude.

2. To an applicant whose massage therapy establishment license issued under this chapter's predecessor has been revoked for cause.

3. To an applicant who at the time of application for renewal of any massage therapy establishment license issued hereunder would not be eligible for such license upon a first application.

4. To an applicant under the age of eighteen years of age.

5. To an applicant where grounds for revocation exist as provided in section 3-10-4 of this chapter. (Ord. 3450, 7-9-2012)

3-10-8: TRANSFER; CHANGES IN OWNERSHIP OR MANAGEMENT:

A. No license for the operation of a massage therapy establishment issued pursuant to the provisions of this chapter shall be sold, transferred or otherwise assigned. A transfer in the ownership or control of a massage therapy establishment shall constitute a change in the licensee and the existing license shall be deemed surrendered and extinguished. A new application and license shall be filed and processed as provided in section 3-10-4 of this chapter prior to such transfer taking effect.

B. Notice shall be provided prior to any change of the designated manager conducting business for the massage therapy establishment licensee. The new manager must be qualified to operate the massage therapy establishment as provided in section 3-10-4 of this chapter. The licensee shall, not less than ten business days before such change is to take effect, give the appropriate village officer notice of such change. (Ord. 3450, 7-9-2012)

3-10-9: FACILITY REQUIREMENTS:

No license shall be issued to a massage therapy establishment unless an inspection discloses that it complies with each of the following minimum requirements:

- A. Hot and cold running water shall be provided.
- B. Adequate privacy shall be provided for clients while they are dressing.
- C. Adequate toilet and sink facilities shall be provided and installed in accordance with the village plumbing code.
- D. All walls, ceilings, floors, steam rooms, and other physical facilities in the massage therapy establishment shall be kept in good repair, and maintained in a clean and sanitary condition.
- E. Clean and sanitary towels and linens shall be provided for each client receiving massage services. No common use of towels or linens shall be permitted.
- F. The massage therapy establishment premises shall be in compliance with applicable codes and ordinances of the village, including, but not limited to, zoning, building, and life safety codes.
- G. The doors to the individual massage rooms shall not be locked, blocked or obstructed from either side during a massage.
- H. Oils, creams, lotions or other preparations used in administering massages shall be kept in clean, closed containers or cabinets and shall be dispensed in unit doses so that bulk containers are not contaminated between clients. (Ord. 3450, 7-9-2012)

3-10-10: GENERAL REGULATIONS:

The following regulations shall be applicable to holders of any massage therapy establishment license issued in the village:

- A. Every portion of the massage therapy establishment, including appliances and apparatuses therein, shall be kept clean and operated in a sanitary condition.
- B. No massage therapy establishment shall open for business before seven o'clock A.M. nor remain open for business after ten o'clock P.M.
- C. Price rates for all services shall be prominently posted or provided in brochures in the reception area in a location available to all prospective customers.
- D. No person shall sell, give, dispense, provide or keep, or cause to be sold, given, dispensed, provided or kept, any alcoholic beverage on the premises of any massage therapy establishment.
- E. Eating and/or drinking, other than water, in the massage work areas shall not be permitted.
- F. Animals, except for seeing eye dogs or other registered assistance dogs, shall not be permitted in the massage work areas.
- G. At all times during the hours of operation of a massage therapy establishment there shall be present a manager or other employee of the licensee, and a licensed massage therapist.
- H. No person shall permit any person under the age of eighteen years to come or remain on the premises of any massage therapy establishment as a masseur and/or masseuse, employee, or patron, unless such person is on the premises on lawful business.
- I. Masseurs and/or masseuses and massage therapy establishment employees and agents, must wear clean, nontransparent clothing covering the sexual and genital areas.
- J. The sexual or genital areas of patrons must be covered by towels, cloths, or undergarments when in the presence of an employee or masseur and/or masseuse.
- K. No masseur and/or masseuse, massage therapy establishment employee, or agent or licensee, shall knowingly place his or her hand upon or touch with any part of his or her body, or use any instrument or implement, with intent to fondle in any manner, a sexual or genital area of any other person.
- L. No masseur and/or masseuse, massage therapy establishment employee, agent or licensee shall perform, offer or agree to perform any act which shall require the touching of the patron's genital area.

M. No masseur and/or masseuse, or massage therapy establishment employee, or agent or licensee, shall administer a massage to any part of a patron's body which exhibits any skin fungus, skin infection, skin inflammation or skin eruption, unless a physician duly licensed by the state certifies in writing that such persons may be safely massaged, prescribing the conditions thereof.

N. Massage may be practiced only for the purposes of physical fitness, relaxation, or medical therapy. The practice of massage for any other purpose is prohibited.

O. Each masseur and/or masseuse shall wash his or her hands in hot running water using a proper soap or disinfectant before administering any massage to any patron. (Ord. 3450, 7-9-2012)

3-10-11: INSPECTIONS:

Every massage therapy establishment shall at all times be held open for inspection by duly authorized representatives of village departments concerned with the licensing and supervision of such establishments. Such inspections shall be conducted at a reasonable time and in a reasonable manner. The appropriate village representative shall have general sanitary supervision thereof, and shall cause inspections of such establishments to be made periodically to determine whether the health and sanitary provisions of this chapter are complied with. (Ord. 3450, 7-9-2012)

3-10-12: OUTCALL MASSAGE SERVICE:

A masseur or masseuse may provide any of the services listed in this chapter only at a permanent residence or place of business, except a place of business which is in the business of providing temporary residence, that is, hotel, motel, or the equivalent. No "outcall massage service" may be operated other than by a licensed massage therapist. All massages performed by an "outcall massage service" must be performed in the manner prescribed in this chapter. (Ord. 3450, 7-9-2012)

3-10-13: SUSPENSION, REVOCATION OF LICENSE; PENALTY AND APPEAL:

A. The village president may suspend a massage therapy establishment license for a period not to exceed ten days if it is determined that a violation of this chapter exists, or occurred.

B. In addition to those grounds for revocation set forth in this chapter the village president may revoke a massage therapy establishment license if it is determined that any of the following occurred:

1. A licensee has made false statements on an application for a massage therapy establishment license.
2. A licensee or any employee of the licensee, including a masseur and/or masseuse or other employee is engaged in any conduct which violates any of the state or local laws or ordinances at the licensee's place of business and the licensee has actual or constructive knowledge thereof.
3. A licensee or masseur and/or masseuse knowingly conducted massage activities in the village during a period of time when his/her license was suspended.
4. A licensee fails to allow a village appointed inspection officer access to the premises or hinders such officer in any way.
5. A licensee whose license has been suspended twice within a twenty four month period is found in violation of this chapter for a third offense within that twenty four month period.
6. A licensee who has knowingly allowed any act of sexual intercourse, sodomy, oral copulation, masturbation, bestiality, prostitution or flagellation to occur in or on the licensed premises.
7. Upon recommendation of the designated village inspector that the licensee is managing, conducting, or maintaining the massage therapy establishment without regard for the public health or the health of patrons or customers or without due regard to proper sanitation or hygiene.
8. A licensee has been convicted of:
 - a. Any offense involving sexual misconduct with children or other sex offenses as defined in 720 Illinois Compiled Statutes.
 - b. A felony based upon conduct or involvement in such related business activity or similar business activity within the past ten years.
 - c. A felony unrelated to conduct to involvement in such related business activity or similar business activity, but which felony involved the use of a deadly weapon, traffic in narcotic drugs, or violence against

another person, including rape or other sexual misconduct, within the past ten years.

d. A crime of moral turpitude.

C. Suspension and revocation procedures shall be as set forth in this chapter and section 3-1-11 of this title.

D. Procedures for appeal of any person aggrieved by the decision of the village president shall be as set forth in section 3-1-12 of this title. (Ord. 3450, 7-9-2012)

3-10-14: PUBLIC NUISANCE:

Any building used as a massage therapy establishment in violation of this chapter with the intentional knowing, reckless, or negligent permission of the owner thereof, or the agent of the owner managing the building, together with all fixtures and other property used in violation of this chapter are hereby declared to be a nuisance. (Ord. 3450, 7-9-2012)

3-10-15: PENALTY:

In addition to suspension or revocation of a license as provided hereunder, any person violating any of the provisions of this chapter shall be fined not less than fifty dollars nor more than seven hundred fifty dollars for each offense. A separate offense shall be deemed committed on each day during or on which the violation occurs or is permitted to continue. (Ord. 3450, 7-9-2012)

3-10-16: SEVERABILITY:

The provisions of this chapter are severable and the invalidity of any phrase, clause or part of this chapter shall not affect the validity or effectiveness of the remainder of this chapter. (Ord. 3450, 7-9-2012)



Village of River Forest

Village Administrator's Office

400 Park Avenue
River Forest, IL 60305

Tel: 708-366-8500

MEMORANDUM

Date: March 27, 2020

To: Catherine Adduci, Village President
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Ratification & Adoption of Executive Orders 20-01, 20-02

As you know, on March 16, 2020, the Village Board held a special meeting to amend the Village Code to allow the Village President to declare a state of emergency in certain circumstances. The current COVID-19 pandemic is one of those situations, and immediately after the meeting concluded, the Village President issued a state of emergency in River Forest.

Since that time, the Village President has issued two executive orders:

20-01 – Suspended restrictions on hours of deliveries of business in the Village.

20-02 – Made various operational changes including waiver of late fees, extend payment deadlines without penalties, extend adjudication dates and waived parking fees.

These items are in effect through May 31, 2020 unless otherwise noted.

The Executive Order is in effect only to the next regular or special meeting of the Village Board of Trustees. As such, attached please find an Ordinance adopting these orders.

Please let me know if you have any questions.

Thank you.

Attachment
Ordinance

**AN ORDINANCE ADOPTING AND APPROVING RELIEF FROM THE
VILLAGE OF RIVER FOREST VILLAGE CODE IN EXECUTIVE ORDERS 20-1
AND 20-2 ISSUED BY THE VILLAGE PRESIDENT UNDER A
DECLARATION OF A STATE OF EMERGENCY
(COVID-19 – MARCH 16, 2020)**

WHEREAS, the Village of River Forest (“Village”) is a non-home rule unit of local government as provided by Article VII, Section 7 of the Illinois Constitution of 1970; and

WHEREAS, on March 16, 2020, the Village President and Board of Trustees adopted Ordinance 3800, entitled “An Ordinance Amending the Village of River Forest Village Code Authorizing the Village President to Declare a State of Emergency if Needed,” which created Section 1-5-7 of the Village of River Forest Village Code, entitled “State of Emergency,” authorizing the Village President to declare a state of emergency in the Village pursuant to Section 11-1-6 of the Illinois Municipal Code, 65 ILCS 5/11-1-6; and

WHEREAS, on March 16, 2020, the Village President declared a state of emergency in the Village due to the threats to the public’s health, safety and welfare from the COVID-19 pandemic pursuant to the “Declaration of a State of Emergency in the Village of River Forest, Cook County, Illinois (COVID-19 – March 16, 2020),” attached hereto as **EXHIBIT A** and made a part hereof (“Declaration”); and

WHEREAS, on March 17, 2020, the Village President issued Executive Order 20-1 pursuant to the Declaration, entitled “Executive Order Regarding Suspension of Restrictions on Hours of Delivery for Grocery Stores, Supermarkets, Pharmacies and Other Similar Places of Business Under a Declaration of a State of Emergency in the Village of River Forest, Cook County, Illinois (COVID-19 – March 16, 2020),” attached hereto as **EXHIBIT B** and made a part hereof (“Executive Order 20-1”); and

WHEREAS, on March 24, 2020, the Village President issued Executive Order 20-2 pursuant to the Declaration, entitled “Executive Order Regarding Village Resident and Business Relief Under a Declaration of a State of Emergency in the Village of River Forest, Cook County, Illinois (COVID-19 – March 16, 2020),” attached hereto as **EXHIBIT C** and made a part hereof (“Executive Order 20-2”); and

WHEREAS, pursuant to Section 1-5-7.C.8. of the Village of River Forest Village Code (“Village Code”), the expiration of the Declaration, Executive Order 20-1 and Executive Order 20-2 shall be no later than the adjournment of the first regular or special meeting of the Village President and Board of Trustees after the Declaration was issued; and

WHEREAS, the Village President and Board of Trustees desire to adopt and extend the relief from the Village Code in Executive Order 20-1 and Executive Order 20-2 (together the “Executive Orders”) through the later of May 31, 2020, or any later date specified in the Executive Orders with regard to specific relief granted therein, in order

to better protect and preserve the public's health, safety and welfare with regard to the COVID-19 pandemic;

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

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

SECTION 2: Adoption and Approval of Executive Orders. That the Village President and Board of Trustees adopt and approve the relief from the Village Code in the Executive Orders and the relief shall remain in effect until the later of May 31, 2020 or any later date specified in the Executive Orders with regard to specific relief granted therein.

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

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

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

PASSED this 30th day of March, 2020 by the Village President and Board of Trustees pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 30th day of March, 2020.

Catherine Adduci, Village President

ATTEST:

Kathleen Brand-White, Village Clerk

EXHIBIT A
DECLARATION

(attached)

DECLARATION NO. 20-1

DECLARATION OF A STATE OF EMERGENCY IN THE VILLAGE OF RIVER FOREST, COOK COUNTY, ILLINOIS (COVID-19 – MARCH 16, 2020)

WHEREAS, the Village of River Forest ("Village") is a non-home rule unit of local government as provided by Article VII, Section 7 of the Illinois Constitution of 1970; and

WHEREAS, COVID-19, also known as the "coronavirus," is a dangerous disease which has spread around the world, including in the United States, the State of Illinois and Cook County; and

WHEREAS, COVID-19 is a direct and serious threat to the public's health, safety and welfare; and

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 virus a pandemic; and

WHEREAS, on March 10, 2020, the President of the Cook County Board of Commissioners issued a disaster proclamation in Cook County, Illinois related to the COVID-19 pandemic; and

WHEREAS, on March 9, 2020, the Governor of the State of Illinois issued a disaster proclamation in the State of Illinois related to the COVID-19 pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a nationwide emergency under Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 52 U.S.C. 5121, *et seq.*, related to the COVID-19 pandemic; and

WHEREAS, COVID-19 pandemic is a contagious disease that is likely to cause loss of life, loss of productivity, hardship and suffering to persons residing in or doing business in and around the Village; and

WHEREAS, Section 11-1-6 of the Illinois Municipal Code, 65 ILCS 5/11-1-6, provides that the corporate authorities of the Village of River Forest may grant the Village President the extraordinary power and authority to exercise, by executive order during a state of emergency, such of the powers of the Village's corporate authorities as may be reasonably necessary to respond to the emergency; and

WHEREAS, on Monday March 16, 2020, the Village President and Board of Trustees adopted an ordinance entitled "An Ordinance Amending the Village of River Forest Village Code Authorizing the Village President to Declare a State of Emergency if Needed," which created Section 1-5-7 of the Village Code, entitled "State of

Emergency,” authorizing the Village President to declare a state of emergency in the Village pursuant to Section 11-1-6 of the Illinois Municipal Code, 65 ILCS 5/11-1-6; and

WHEREAS, declaration of a state of emergency in the Village is necessary in order to allow the Village to assist in preventing the loss of life and injuries, alleviating damages, loss, hardship and suffering related to the COVID-19 pandemic;

NOW, THEREFORE, BE IT DECLARED, under oath by the Village President of the Village of River Forest, Cook County, Illinois:

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

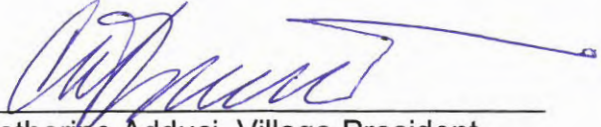
SECTION 2: Declaration of a State of Emergency. That a state of emergency is declared in the Village of River Forest, Cook County, Illinois.

SECTION 3: Executive Orders. That the Village President is authorized to exercise, by executive order, such powers of the Village President and Board of Trustees as the Village President deems reasonably necessary to allow the Village to respond to the emergency.

SECTION 4: Procedures, Protocols and Regulations Subject to Suspension. That the Village Administrator shall present requests to the Village President for approval of executive orders described in Section 3 above. Executive orders may address any Village regulations reasonably necessary to allow the Village to respond to the emergency.

SECTION 5: Duration. That the state of emergency declared herein shall expire upon the earlier of (a) the adjournment of the next regular meeting of the Village President and Board of Trustees, which is scheduled for April 13, 2020, or (b) withdrawal of this Declaration by the Village President.

SECTION 6: Filing. That this declaration shall be filed with the Village Clerk upon its execution by the Village President.


Catherine Adduci, Village President

Subscribed and sworn to before me
this 16th day of March, 2020.

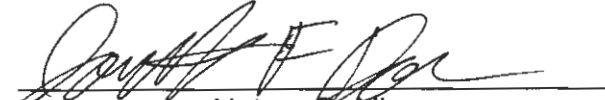

Notary Public



EXHIBIT B
EXECUTE ORDER 20-1
(attached)

EXECUTIVE ORDER NO. 20-1

EXECUTIVE ORDER REGARDING SUSPENSION OF RESTRICTIONS ON HOURS OF DELIVERY FOR GROCERY STORES, SUPERMARKETS, PHARMACIES AND OTHER SIMILAR PLACES OF BUSINESS UNDER A DECLARATION OF A STATE OF EMERGENCY IN THE VILLAGE OF RIVER FOREST, COOK COUNTY, ILLINOIS (COVID-19 – MARCH 17, 2020)

WHEREAS, the Village of River Forest (“Village”) is a non-home rule unit of local government as provided by Article VII, Section 7 of the Illinois Constitution of 1970; and

WHEREAS, COVID-19, also known as the “coronavirus,” is a dangerous disease which has spread around the world, including in the United States, the State of Illinois and Cook County; and

WHEREAS, COVID-19 is a direct and serious threat to the public’s health, safety and welfare; and

WHEREAS, on March 16, 2020, the Village President declared a state of emergency in the Village in Declaration 20-1, entitled “Declaration of a State of Emergency in the Village of River Forest, Cook County, Illinois (COVID-19 – March 16, 2020)” (“Declaration”); and

WHEREAS, the Declaration was made pursuant to authority granted to the Village President in Section 1-5-7 of the Village of River Forest Village Code, entitled “State of Emergency,” and pursuant to Section 11-1-6 of the Illinois Municipal Code, 65 ILCS 5/11-1-6; and

WHEREAS, the Village President has determined that it is necessary to make this Executive Order to best protect the public’s health, safety and welfare regarding the COVID-19 pandemic;

NOW, THEREFORE, BE IT ORDERED, by the Village President of the Village of River Forest, Cook County, Illinois:

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

SECTION 2: Executive Order. That all Village-imposed restrictions on hours of delivery of goods to grocery stores, supermarkets, pharmacies and other similar places of business in the Village are hereby suspended. Village-imposed restrictions on hours of such deliveries that are suspended include, but are not limited to, those in Section 3-1-4 of the Village of River Forest Village Code and those in Village-issued planned development permits.

SECTION 3: Duration. That this Executive Order shall expire upon the earlier of (a) the Declaration ending, or (b) withdrawal of this Executive Order by the Village President.



Catherine Adduci, Village President

DATE: March 17, 2020

EXHIBIT C
EXECUTIVE ORDER 20-2
(attached)

EXECUTIVE ORDER NO. 20-2

**EXECUTIVE ORDER REGARDING VILLAGE RESIDENT AND BUSINESS RELIEF
UNDER A DECLARATION OF A STATE OF EMERGENCY IN THE
VILLAGE OF RIVER FOREST, COOK COUNTY, ILLINOIS
(COVID-19 – MARCH 16, 2020)**

WHEREAS, the Village of River Forest (“Village”) is a non-home rule unit of local government as provided by Article VII, Section 7 of the Illinois Constitution of 1970; and

WHEREAS, COVID-19, also known as the “coronavirus,” is a dangerous disease which has spread around the world, including in the United States, the State of Illinois and Cook County; and

WHEREAS, COVID-19 is a direct and serious threat to the public’s health, safety and welfare; and

WHEREAS, on March 16, 2020, the Village President declared a state of emergency in the Village in Declaration 20-1, entitled “Declaration of a State of Emergency in the Village of River Forest, Cook County, Illinois (COVID-19 – March 16, 2020)” (“Declaration”); and

WHEREAS, the Declaration was made pursuant to authority granted to the Village President in Section 1-5-7 of the Village of River Forest Village Code, entitled “State of Emergency,” and pursuant to Section 11-1-6 of the Illinois Municipal Code, 65 ILCS 5/11-1-6; and

WHEREAS, on March 20, 2020, the Governor of the State of Illinois issued Executive Order 20-7, a “Stay At Home” order, allowing only “essential businesses” to operate and limiting the movement of persons in Illinois in order to slow the spread of COVID-19, which has a significant and material impact on Village residents and businesses; and

WHEREAS, the Village President has determined that it is necessary to make this Executive Order to best protect the public’s health, safety and welfare regarding the COVID-19 pandemic;

NOW, THEREFORE, BE IT ORDERED, by the Village President of the Village of River Forest, Cook County, Illinois:

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

SECTION 2: Executive Order. That in order to help Village residents, businesses and the community at large deal with the significant negative financial repercussions of the COVID-19 pandemic it is ordered:

1. Utility, Water, Refuse and Collections.

a. Service disconnections for Village water service and refuse service under Titles 5 and 6 of the Village of River Forest Village Code ("Village Code") are suspended through May 31, 2020 ("Relief Period"), including because of noncompliance with the reduced pressure zone, also known as "RPZ," backflow program.

b. Late fees for late payments and non-payments for Village water service and refuse service under Titles 5 and 6 of the Village Code are suspended through the Relief Period.

c. Security deposits required to be deposited with the Village to establish new residential water service accounts under Titles 5 and 6 of the Village Code may be deferred by Village staff through the Relief Period, if the new customer demonstrates financial hardship. Security deposits are required for new residential service accounts without demonstrated financial hardship and for new non-residential service accounts.

d. Water meter replacements are suspended through the Relief Period unless an emergency replacement is needed. Water main repairs and any other repairs to the Village's water system shall be performed when directed by the Village Administrator.

e. For residents with refuse collected by Roy Strom Collection Company and billed by the Village, any refuse items that exceed the allowable capacity that are placed in a garbage bag will be picked up and not require a "yellow tag" for pickup during the Relief Period. All items must be placed in a bag and no loose items will be picked up.

f. Ambulance bills issued through the Relief Period under Title 7 of the Village Code shall be due sixty (60) after being issued, instead of thirty (30) days.

g. Collection of ambulance bills and judgments on Village ordinance violations, including automated traffic law enforcement system violation judgments, also known as red light camera fines, is suspended through the Relief Period.

2. Business Registration and Licenses. Business license and business registration issuance and renewal payments under Title 3 of the Village Code shall not be due until June 30, 2020.

3. **Parking.**

a. The daily parking fee at the Village's commuter parking lots, of Five and No/100 Dollars (\$5.00), under Title 9 of the Village Code is suspended through the Relief Period.

b. Monthly parking permit fees, whether for commuter, overnight or twenty-four (24) hour passes, under Title 9 of the Village Code are suspended through the Relief Period.

c. Overnight parking waivers under Title 9 of the Village Code may be granted for up to thirty (30) day time periods, instead of three (3) days, through the Relief Period.

4. **Places of Eating Tax.** Payment of the Village's places of eating tax under Title 3 of the Village Code shall not be due until June 20, 2020, for the period of March 23, 2020 through the Relief Period.

5. **Building Department.**

a. Emergency repairs to residential water systems and residential sewers systems may be completed without Village-issued permits and Village-issued contractor's licenses under Title 4 of the Village Code, so long as a permit and license is obtained, and paid for, after-the-fact within five (5) business days of an emergency repair, through the Relief Period. Inspections for such repairs are still required.

b. Building permit expiration dates under Title 4 of the Village Code may be extended for ninety (90) days, upon request of the permit holder, and the fees for extensions are suspended, through the Relief Period.

c. Zoning variation expiration dates under Title 10 of the Village Code may be extended for ninety (90) days, upon request of the variation holder, through the Relief Period.

d. Planned development permit expiration dates under Title 10 of the Village Code may be extended, upon request for the planned development permit holder, as determined by the Village Administrator on a case-by-case basis, through the Relief Period.

e. Permit requirements for temporary signs under Title 10 of the Village Code are suspended to allow businesses to advertise services available, and the fees for temporary sign permits are suspended, through the Relief Period.

6. Peddlers, Police Department Tickets and Administrative Adjudication.

a. Peddlers' and solicitors' licenses issued by the Village under Title 3 of the Village Code are temporarily revoked, to slow down person-to-person contact in the Village, through the Relief Period. Peddlers and solicitors are encouraged to use alternative means to communicate with Village residents and businesses, such as by telephone, postal mail, e-mail and digital social media.

b. Administrative adjudication of automated traffic law enforcement system violations, also known as red light camera tickets, set to be heard on March 25, 2020 and April 22, 2020 are continued to May 27, 2020. No additional fees or penalties under Titles 8 or 9 of the Village Code shall be assessed on the violations due to this continuance.

c. Administrative adjudication of Village ordinance violations set to be heard on April 6, 2020 and May 4, 2020 are continued to June 1, 2020. No additional fees or penalties under Titles 8 or 9 of the Village Code shall be assessed on the violations due to this continuance.

7. **Interpretation.** The word "suspended," as used in this Executive Order shall mean "waived to the extent applicable."

8. **Implementation, Administrative Rules and Procedures.** Village staff shall implement this Executive Order. Village staff is authorized and directed to revise administrative rules and procedures necessary to implement this Executive Order. Discretionary acts under this Executive Order shall be made by Village staff using their best judgment.

9. **No Vested Rights.** This Executive Order grants no vested rights and no person or entity shall have any claim to vested rights in any relief granted in this Executive Order.

10. **Legal Effect.** This Executive Order only addresses the matters set forth above arising under the Village Code. This Executive Order does not waive or suspend compliance with any federal or State law, regulation, directive or requirement.

SECTION 3: Duration. That this Executive Order takes effect immediately and expires upon the earlier of (a) the Declaration ending, or (b) the withdrawal of this Executive Order by the Village President.



Catherine Adduci, Village President

Date: March 24, 2020