



VILLAGE OF RIVER FOREST REGULAR VILLAGE BOARD MEETING

Monday, April 10, 2023 – 7:00 PM
Village Hall – 400 Park Avenue – River Forest, IL 60305
Community Room

AGENDA

Public comments sent in advance of the meeting shared with the Village President and Board of Trustees. You may submit your written public comments via email in advance of the meeting to: ybot@vrf.us. If you would like to speak during public comment, please email lmaseila@vrf.us by 4:00 PM on Monday, April 10, 2023. Anyone may listen to the meeting by participating in a Zoom conference call as follows: dial-in number: 312-626-6799 with meeting ID: 820 6367 6956 or by clicking the link here: <https://us02web.zoom.us/j/82063676956>. To watch the livestream, please go to the Village website: <https://www.vrf.us/events/event/2408>

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Citizen Comments
4. Elected Official Comments & Announcements
5. Public Hearing – FY 2024 Village Operating Budget
6. Consent Agenda
 - a. Village Board of Trustees Meeting Minutes – March 13, 2023
 - b. Village Board of Trustees Executive Session Minutes – March 13, 2023
 - c. Accounts Payable March 2023 – \$1,455,557.88
 - d. Financial Report - March 2023
 - e. Budget Amendment for Library FY 2023 - Ordinance
 - f. Budget Amendment for Village FY 2023 - Ordinance
 - g. Intergovernmental Agreement – IDOT Traffic Signal Maintenance
 - h. Motor Fuel Tax Resolution – 2023 Maintenance of Streets and Highways
 - i. Intergovernmental Agreement – MWRD Grant Funding for Green Alleys
 - j. LAMA Subscription Renewal – Davenport Group USA, Ltd
 - k. Annual Contract Renewal – SAFEbuilt Illinois, LLC
 - l. A Right-of-Way Encroachment Waiver and Agreement for an Irrigation System in the Public Right-of-Way with the Property Owners at 921 Keystone Avenue
 - m. Ordinance Violation Software Licensing Agreement – DACRA Tech. Systems, LLC
 - n. Administration Department Report
 - o. Monthly Department Reports - March
7. Consent Items for Separate Consideration
8. Recommendations of Boards, Commissions, and Committees
 - a. Traffic and Safety Commission Recommendation – March 15th, 2023 Meeting – Ordinance Amendments regarding Traffic Controls at Harlem & LeMoyne and Harlem & Greenfield
 - b. Village Board Policy Statement on Northeast Traffic Measures
9. Unfinished Business
10. New Business
 - a. Zoll One Medical Corporation Program Leasing Agreement at an annual cost of \$19,939.29
 - b. Introduction to Permit Fee Analysis and Revisions – No Action
11. Executive Session
12. Adjournment

**VILLAGE OF RIVER FOREST
REGULAR VILLAGE BOARD OF TRUSTEES MINUTES
Monday, March 13th, 2023**

A regular meeting of the Village of River Forest Board of Trustees was held on Monday, March 13th, 2023, at 7:00 p.m. in the Community Room of Village Hall, 400 Park Avenue – River Forest, IL.

1. CALL TO ORDER/ROLL CALL

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

Present: President Adduci, Trustees Gillis, Vazquez, O'Connell, Bachner, Brennan
Village Clerk Keller
Absent: Trustee Johnson
Also Present: Interim Village Administrator Matt Walsh, Fire Chief Thomas Gaertner,
Police Chief James O'Shea, Finance Director Rosemary McAdams, Director
of Public Works and Development Services Jeff Loster, Village Attorney
Lance Malina, Deputy Clerk Luke Masella, HR Manager Trish Ivansek

2. PLEDGE OF ALLEGIANCE

President Adduci led the pledge of allegiance.

3. CITIZEN COMMENTS

President Adduci invited Debbie Borman who resides on Lathrop Avenue up to the podium to give public comment regarding the Madison Street TIF District.

Ms. Borman had the following questions regarding the ongoing demolition and abatement projects on Madison Street:

- How long was the bid open for the abatement project?
- How soon after the contract is awarded when will work begin?
- How long should the abatement project take?
- After the abatement, when would the demolition begin again and how long will that project take?
- What is the status on the historical features of the building?
- What is the status on the permit and projects at 10 Lathrop?
- When will the protection begin for the surrounding homes regarding that project?
- When can her the neighbors meet with Interim Village Administrator Walsh?
- When will the Economic Development Commission meet next? The last meeting did not have a quorum.
- Who were the names of the five-six developers? Mr. John Houseal was the gentleman working with the planning project?

Ms. Borman also stated for the record that her and the neighbors had submitted a FOIA

request regarding inspection records for the property and that she felt the first response back from the Village was incomplete. Some of the questions were the dates for the State & County inspections.

President Adduci invited Jack Lesniak up to the podium to give public comment regarding the traffic installations in the Northeast portion of town.

Mr. Lesniak gave remarks on issues with the installations. He reminded everyone that River Forest is not a suburban community, rather an urban community that interacts with its surrounding neighborhoods. Mr. Lesniak requested the Village consider the recommendations from the traffic study instead. He suggested that street signs, speed bumps, etc would be more effective.

President Adduci invited Cathryn Byrne up to the podium to give public comment regarding the traffic installations in the Northeast portion of town.

Ms. Byrne reported that herself and others are waiting on information from the Village. from a FOIA and a letter to Interim Village Administrator Walsh.

President Adduci invited Mary Anne Fischer up to the podium to give public comment regarding the traffic installations in the Northeast portion of town.

Ms. Fischer reported being a resident of River Forest for 40 years and that the barriers look ridiculous and are not needed. She stated she never had an issue with traffic in the area and does not know what spurred this issue.

President Adduci invited Dr. Nucifora up to the podium to give public comment regarding the traffic installations in the Northeast portion of town.

Dr. Nucifora asked if the Village has already decided that the traffic installations will become permanent.

President Adduci stated yes and the projects have been budgeted for.

Dr. Nucifora made remarks on the conditions of the alleys in the Northeast portion of town. Dr. Nucifora also brought in photos on posterboard displaying traffic issues that she reports are being caused by the traffic installations.

Dr. Nucifora stated that she perceives these traffic installations as narrowly focused mitigation and ineffective.

Dr. Nucifora also displayed maps explaining the difference between the barriers and infrastructure in Oak Park and River Forest.

President Adduci invited Stephanie Petersmarck from Clinton Place up to the podium to give public comment regarding the traffic installations in the Northeast portion of town.

Ms. Petersmack stated that she was concerned about the Village making the decision to implement these traffic installations contrary to the advice of the professional traffic study.

She also wondered if this could legally be determinantal in case of a lawsuit.

Ms. Petersmarck also asked how these installations would impact emergency vehicles attempting to access that portion of River Forest.

Finally, Ms. Petersmarck reported that the installations have only made speeding traffic along Greenfield even worse.

Ms. Petersmarck asked if the Traffic and Safety Commission followed the recommendation of the report?

Interim Village Administrator Walsh reported the recommendation was fairly like to what the Board adopted.

President Adduci invited Dr. Shana Novick & Rob Novick up to the podium to give public comment regarding the traffic installations in the Northeast portion of town.

Dr. Novick gave remarks speaking against the new traffic installations. Mr. Novick reported that it took him nearly an additional 15-20 minutes to get to work today and that he worried how these installations are impacting business in the area.

Dr. Novick reported on the negative impacts these traffic installations are having on her dental practice. She also asked when and where is a potential vote to remove these barricades?

President Adduci noted that the Traffic & Safety Commission is meeting on Wednesday, March 15th.

4. ELECTED OFFICIAL COMMENTS & ANNOUNCEMENTS

Trustee Bachner started with a land acknowledgment. She reported enjoying the 4th Grade Girl Scouts from Willard School at an event she attended with other members of the Board.

Trustee Gillis reported attending the Planet Green Leaders lunch the previous week. She also reported that the C4 conference will be on June 22nd.

Trustee Vazquez reminded everyone to sign up for e-waste by March 15th with Lake Shore Recycling.

Village Clerk Keller stated he had nothing additional to add to the permanent record.

Trustee Brennan apologized for missing the last meeting due to a late flight. She reported issues with the recorded audio from the last meeting due to technical issues and people not utilizing the microphones.

Trustee Brennan reiterated Trustee Bachner's comments regarding the Girl Scouts Events. She then read some comments the Girl Scouts made about River Forest and what they would change about RF.

She also reported errors with a flyer sent out about an electrical aggregation opportunity. Ms Brennan noted that the flyer was a bit confusing and needed clarification.

Trustee Gillis and President Adduci attempted to clarify some of the errors on the flyer for Trustee Brennan.

Trustee Bachner also raised questions regarding the program.

Trustee Brennan also reported about giving a presentation at the Lincoln Elementary School Sustainability Club. She gave thanks to Village staff for delivering waste stations to the event.

Trustee Brennan stated she attended the One Earth Film Festival Gala and the Oak Park River Forest Historical Museum Gala.

Trustee Brennan and President Adduci had a conversation on whether the traffic installations were originally placed as temporary measure, vs a permanent one. She emphasized to Village residents to participate in the upcoming meeting in order to give their feedback.

Trustee O'Connell reported attending the Saint Patrick's Day parade in Forest Park with Trustee Gillis and President Adduci and enjoyed the day.

Trustee O'Connell asked for members of the public attending the Traffic and Safety meeting to be civil and respectful with the neighbors who are volunteers on the commission.

President Adduci and Interim Village Administrator Walsh explained what an item being budgeted means. Ms. Adduci explained further on what was voted on unanimously by the VRF Board.

Trustee Brennan commented that there is further confusion on the permanence of the traffic issues based on what was discussed in the October meeting.

President Adduci asked Director Loster to give clarification remarks regarding the "temporary" status of the barriers. Mr. Loster explained that the Board did vote to implement the present measures.

Director Loster reported the difference between the Commission's recommendation and the Village Board's recommendations. He also explained how the Village Wide Traffic Survey and Study will impact potential further changes.

Village Attorney Lance Malina made remarks clarifying the "temporary" status of the Village Board ordinance. Attorney Malina further explained that any ordinance is subject to changes based on resident input.

President Adduci also reported enjoying spending time with the Girl Scouts. She stated she met with the Cook County Assessor Kaegi, and reminded everyone that the tri-annual assessment is this year and to take the opportunity of the appeal process for property taxes.

5. PUBLIC HEARING: IEPA LEAD SERVICE LINES

Interim Village Administrator Walsh gave a statement on the program.

There was no public comment.

MOTION by Trustee Vazquez to close the Public Hearing. Seconded by Trustee Bachner.

Roll call:

Ayes: Gillis, Vazquez, Brennan, Bachner, O'Connell

Absent: Trustee Johnson

Nays: None

Motion Passes.

6. CONSENT AGENDA

- a. Village Board of Trustees Meeting Minutes – February 27, 2023
- b. Accounts Payable – February 2023 - \$1,666,928.53
- c. Finance Report - February
- d. Administration Department Report
- e. Department Reports
- f. Award of Contract - 2023 Street Improvement Project (SIP) – Schroeder Asphalt Services - \$335,936.80
- g. Award of Contract - 2023 Curb and Sidewalk Replacement Program – Strada Construction Co. - \$61,897.50
- h. Award of Contract - 2023 Pavement Preservation Project – Denler, Inc - \$48,262.50
- i. Award of Contract - 2023 Asphalt Pavement Crack Sealing Project – Denler, Inc. - \$45,900.00
- j. Award of Contract - 2023 Street Patching Program – Schroeder Asphalt Services - \$94,135.15
- k. Award of Contract - 2023 Sewer Lining Project – Visu-Sewer of Illinois - \$127,578.50
- l. Women's History Month – Proclamation

MOTION by Trustee O'Connell to approve consent agenda items A-L. Second by Trustee Bachner.

Roll call:

Ayes: Gillis, Vazquez, Brennan, Bachner, O'Connell

Absent: Trustee Johnson

Nays: None

Motion Passes.

7. CONSENT ITEMS FOR SEPARATE CONSIDERATION

8. RECOMMENDATIONS OF BOARDS, COMMISSIONS, AND COMMITTEES

9. UNFINISHED BUSINESS

10. NEW BUSINESS

- a. Award of Contract – Madison Street Asbestos Abatement – Husar Abatement LTD - \$51,719.00

MOTION by Trustee Vazquez award a contract to Husar Abatement, Ltd. In an amount not to exceed \$51,719 and authorize the Village Administrator to execute a contract agreement subject to Village Attorney review. Seconded by Trustee O'Connell.

Mr. Walsh explained background information on the asbestos portion of the Madison Street Demolition project and how the Village got to this point.

Mr. Walsh stated that the Village emailed around 20 separate contractors for the bid and received only two official bids. He explained it was an expedited bidding process.

Regarding the questions earlier from Ms. Borman, Mr. Walsh stated that the work will start no sooner than 10 days from when the permit is applied for. He also reported that the abatement process will take no more than ten days.

Mr. Walsh could not give a date or timeline on the actual demolition project however he said it would be as soon as possible after the asbestos abatement project is completed.

Regarding the permits for the two houses on Lathrop, Mr. Walsh stated that the Village has not applied for them yet as they only have a 30 day time limit.

Mr. Walsh reported that the Village has hired Northern Environmental Development(NED) to perform the 3rd party oversight on the asbestos abatement. Mr. Walsh explained NED will perform periodic site visits and testing and will also present the Village with a final report on the project after the abatement.

Mr. Walsh stated the demolition process would not start until the final report from NED is received and reviewed with Cook County. Finally, Mr. Walsh stated that NED will not be overseeing the demolition process, just the asbestos abatement. He reported the Village will hire a different contractor for the demolition oversight.

Mr. Walsh noted he does not have a date for the next Economic Development Commission meeting.

Trustee Brennan asked for a clarification on the historic features of the building, specifically the are glass, & the name of the site supervisor.

Mr. Walsh reported as of last week, Lutheran Child Family Services has shown interest in the windows.

Mr. Walsh explained Aaron Sanchez is the site supervisor that he has been working with for Husar Abatement and that Kevin and Michael Casey are the representatives from NED.

A member of the public asked how the alley projects will impact the parking on Madison Street?

Mr. Walsh stated that he did not see an issue arising in the future.

Trustee Bachner asked for clarification on the developers John Houseal consulted with.

Mr. Walsh stated he does not have that information at this time.

President Adduci gave an explanation on what the residents can expect to see regarding North Avenue and Madison Street at the next Economic Development Commission meeting.

Village Attorney Lance Molina requested that the motion be amended to waive the formal competitive bidding process.

Trustee Vazquez amended his original motion to waive the formal bidding process.

Roll call:

Ayes: Gillis, Vazquez, Brennan, Bachner, O'Connell

Absent: Trustee Johnson

Nays: None

Motion Passes

b. Stormwater Master Plan – Project Update and Presentation

Margie Cekander of River Oaks Drive gave public comment regarding the Storm Water Master Plan. She reported issues with the previous two meetings regarding the Stormwater Master Plan and felt as if those meetings existed to check boxes.

Ms. Cekander reported that the residents in Western River Forest are impacted due to their proximity to the River and location along main sewer lines.

Ms. Cekander asked the Village to consider being as transparent as possible throughout this process and allowing residents to digest the information before making any final decisions.

Director Loster gave a short summary of the process and how the Village has gotten to this point. He stressed that the following discussion is very preliminary and is about conceptual ideas.

Director Loster introduced Jeff Julkowski with Christopher Burke engineering to present the preliminary plan.

Mr. Julkowski gave the presentation on the preliminary storm water master plan. He started with background information on terminology and the guiding principles for the plan. He showed maps that explain how each section of the Village drains and to where. He then presented options the Village could take and the related costs.

Trustee Vazquez asked a clarification question regarding stormwater flows in the Northern portion of town on one the displays in the presentation.

Mr. Julkowski noted the vulnerabilities of the stormwater infrastructure in the central portion of town. He explained that having a 10 year storm level of protection would be an appropriate goal. To achieve that, he presented different plan costs.

Trustee Brennan asked for clarification on where the stormwater infrastructure vaults would be placed for the central portion of town.

Mr. Julkowski stated they would be placed under the streets since there is no present green space in the central part of the Village.

Trustee Vazquez asked if the price for the central portion would be separate from the price for the other two projects.

Mr. Julkowski confirmed that the prices are separate from each other.

Trustee Gillis asked if it would make sense to install the same infrastructure needed for the central portion of town in the other two portions.

Mr. Julkowski stated that it comes down to what level of protection the Village wants to implement and that level of protection is over spending.

Trustee O'Connell asked how these projects will impact the local water district.

Mr. Julkowski reported that these projects will not change how the water district will receive water or the amount of water the district receives. All the recommendations do not include new connections to existing water district measures. These recommendations are all about creating new water storage options.

Trustee Bachner stated the Village should consider the impacts of the larger storms, more than 10-year storms, that are becoming more prominent.

Mr. Julkowski stated the Village could consider utilizing privately installed infrastructure such as overhead sewers/check valves/backflow preventers to help mitigate the larger storms.

Mr. Walsh asked how recent the variables and statistics for the rainfalls are.

Mr. Julkowski stated that those variables were updated two years ago and have considered the increase in larger storms.

Trustee Brennan asked which area of town is at most risk.

Mr. Julkowski stated the central portion of the village from Division Street to Oak Avenue is particularly undersized with its present sewer structure.

Trustee Vazquez requested more information on financing and the project before making any decision. And, how can the costs be spread out and/or financed before it is implemented?

Director Loster commented the Village can implement the project in whatever timeline/fashion the Board sees fit.

Trustee O'Connell asked if there are any strategic points the Village should address first.

Director Loster stated yes.

Trustee Vazquez asked if it would make sense to start with the central portion as it is the largest and most in need.

Mr. Julkowski stated that would make sense.

Trustee Brennan asked if the Village would have to consider State owned roads.

Director Loster stated no state-owned roads would be worked on outside of Lake Street. And previously, work in the north east section of the Village was not an issue with working with state owned Harlem Ave.

Trustee Bachner stated she would like the Village to move forward with the infrastructure.

Trustee Vazquez reiterated he would like to wait for more information.

President Adduci and Trustee Gillis stressed that green initiatives and other forms of infrastructure should be utilized in these plans to help mitigate storm water issues.

Director Loster reported that those systems are involved in the stormwater proposal and will be discussed at further dates.

Trustee Bachner asked if these installations will impact property values and insurance.

Director Loster stated no.

Clerk Keller asked if there are any portions of the Village that are registered flood plains.

Director Loster reported yes, certain areas along Chicago and Thatcher in the Western portions of town.

Ms. Cekander of the audience asked Mr. Julkowski a question on the variables used in the study and the placement of water upstream from residents in the Western areas of the Village.

Mr. Julkowski addressed the questions about the levels of storms and how rain amounts per hour make a key difference in terms of flooding.

President Adduci stressed that this is just the start of the conversation regarding the Storm Water Plan and suggested the Village host some community meetings regarding the plan.

Trustee Vazquez asked if there is a possibility it would be cheaper to place storage tanks in residential properties instead of the streets.

Director Loster stated that may address a separate issue of private properties flooding.

11. EXECUTIVE SESSION

MOTION by Trustee Bachner to enter Executive Session pursuant to 5ILCS 120/2(c)(2) to discuss: Collective negotiating matters between the public body and its employees or their representatives. The Village Board will adjourn after executive session and will not return to open session. Seconded by Trustee O'Connell

12. ADJOURNMENT

MOTION to adjourn by Trustee O'Connell. Second by Trustee Vazquez

Roll call:

Ayes: Gillis, Vazquez, Brennan, O'Connell, Bachner

Absent: Johnson

Nays: None

The Village Board of Trustees Meeting adjourned at 10:00 p.m.

Jonathan Keller, Village Clerk



MEMORANDUM

Date: April 3, 2023

To: Matt Walsh, Interim Village Administrator

From: Rosey McAdams, Director of Finance

Subject: Expenditures – March 2023

Attached for your review and approval is a list of payments made to vendors by account number for the period from March 1-31, 2023. The total payments made for the period, including payrolls, are as follows:

VILLAGE OF RIVER FOREST EXPENDITURES MONTH ENDED MARCH 31, 2023

FUND	FUND #	VENDORS	PAYROLLS	TOTAL
General Fund	01	\$ 668,938.34	\$ 459,187.99	\$ 1,128,126.33
Water & Sewer Fund	02	216,333.32	44,639.42	260,972.74
Motor Fuel Tax	03	-	-	-
Debt Service	05	-	-	-
Capital Equip Replacement	13	42,445.00	-	42,445.00
Capital Improvement Fund	14	10,482.66	-	10,482.66
TIF-Madison	31	8,756.83	-	8,756.83
TIF-North	32	4,774.32	-	4,774.32
Infrastructure Imp Fund	35	-	-	-
Total Village Expenditures		\$ 951,730.47	\$ 503,827.41	\$ 1,455,557.88

Requested Board Actions:

1. Motion to Approve the March 2023 Accounts Payable and Payroll transactions totaling \$1,455,557.88.

Accounts Payable

Transactions by Account

User: rmcadams
Printed: 04/03/2023 - 9:37AM
Batch: 00000.00.0000



Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-00-00-16-0010	ESO Solutions Inc	ESO ONLINE TRAINING 4/14/23 - 4	03/31/2023	55299	1,024.85	
	Vendor Subtotal:				1,024.85	
01-00-00-16-0010	Midwest Operating Eng-Pension Tru	HEALTH INSURANCE PW RETIRE	03/31/2023	55312	1,130.00	
	Vendor Subtotal:				1,130.00	
01-00-00-16-0010	MOE Funds	PW EMPLOYEE HEALTH INSURA	03/31/2023	55313	7,332.50	
	Vendor Subtotal:				7,332.50	
01-00-00-16-0010	Northeastern Illinois Public	ICS-300 MAY 2023 - Q. BOYD	03/15/2023	55251	400.00	
01-00-00-16-0010	Northeastern Illinois Public	HAZMAT 2023 JUNE 2023 - Q. BOY	03/15/2023	55251	350.00	
	Vendor Subtotal:				750.00	
01-00-00-16-0010	SBRK Finance Holdings Inc	SPRINGBROOK ANNUAL MAINTEN	03/15/2023	55260	14,214.58	
	Vendor Subtotal:				14,214.58	
01-00-00-17-0010	Osco Incorporated	FUEL	03/31/2023	0	16,723.52	
	Vendor Subtotal:				16,723.52	
01-00-00-21-0015	State Treasurer	PR Batch 00015.03.2023 State Income	03/15/2023	100196	12,534.75	
01-00-00-21-0015	State Treasurer	PR Batch 00031.03.2023 State Income	03/31/2023	100204	13,106.17	
	Vendor Subtotal:				25,640.92	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-00-00-21-0015	United States Treasury	PR Batch 00015.03.2023 Federal Inco	03/15/2023	100197	31,180.15	
01-00-00-21-0015	United States Treasury	PR Batch 00015.03.2023 Medicare En	03/15/2023	100197	4,167.77	
01-00-00-21-0015	United States Treasury	PR Batch 00015.03.2023 Medicare En	03/15/2023	100197	4,167.77	
01-00-00-21-0015	United States Treasury	PR Batch 00015.03.2023 FICA Emplo	03/15/2023	100197	5,145.68	
01-00-00-21-0015	United States Treasury	PR Batch 00015.03.2023 FICA Emplo	03/15/2023	100197	5,145.68	
01-00-00-21-0015	United States Treasury	PR Batch 00031.03.2023 FICA Emplo	03/31/2023	100205	4,899.87	
01-00-00-21-0015	United States Treasury	PR Batch 00031.03.2023 FICA Emplo	03/31/2023	100205	4,899.87	
01-00-00-21-0015	United States Treasury	PR Batch 00031.03.2023 Medicare En	03/31/2023	100205	4,342.76	
01-00-00-21-0015	United States Treasury	PR Batch 00031.03.2023 Medicare En	03/31/2023	100205	4,342.76	
01-00-00-21-0015	United States Treasury	PR Batch 00031.03.2023 Federal Inco	03/31/2023	100205	33,957.80	
Vendor Subtotal:					102,250.11	
01-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.03.2023 IMRF-Volun	03/15/2023	100201	1,458.78	
01-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.03.2023 IMRF Emplc	03/15/2023	100201	1,440.08	
01-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.03.2023 IMRF-Volun	03/15/2023	100201	167.45	
01-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.03.2023 IMRF Emplc	03/15/2023	100201	1,907.91	
01-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.03.2023 IMRF Emplc	03/15/2023	100201	3,162.59	
01-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.03.2023 IMRF Emplc	03/15/2023	100201	2,090.04	
01-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00031.03.2023 IMRF Emplc	03/31/2023	100201	1,393.96	
01-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00031.03.2023 IMRF Emplc	03/31/2023	100201	2,049.75	
01-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00031.03.2023 IMRF-Volun	03/31/2023	100201	86.43	
01-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00031.03.2023 IMRF Emplc	03/31/2023	100201	1,767.35	
01-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00031.03.2023 IMRF-Volun	03/31/2023	100201	1,263.57	
01-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00031.03.2023 IMRF Emplc	03/31/2023	100201	2,910.04	
Vendor Subtotal:					19,697.95	
01-00-00-21-0040	ICMA Retirement Corporation - 302	PR Batch 00015.03.2023 ICMA	03/15/2023	100195	2,247.45	
01-00-00-21-0040	ICMA Retirement Corporation - 302	PR Batch 00015.03.2023 ICMA-W/C	03/15/2023	100195	300.00	
01-00-00-21-0040	ICMA Retirement Corporation - 302	PR Batch 00015.03.2023 ICMA	03/15/2023	100195	2,817.95	
01-00-00-21-0040	ICMA Retirement Corporation - 302	PR Batch 00031.03.2023 ICMA	03/31/2023	100200	2,480.08	
01-00-00-21-0040	ICMA Retirement Corporation - 302	PR Batch 00031.03.2023 ICMA	03/31/2023	100200	2,817.93	
01-00-00-21-0040	ICMA Retirement Corporation - 302	PR Batch 00031.03.2023 ICMA-W/C	03/31/2023	100200	300.00	
Vendor Subtotal:					10,963.41	
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00015.03.2023 AXA Flat	03/15/2023	100194	1,284.01	
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00015.03.2023 AXA %	03/15/2023	100194	1,418.00	
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00015.03.2023 AXA Roth %	03/15/2023	100194	1,659.77	
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00015.03.2023 AXA Roth	03/15/2023	100194	350.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00015.03.2023 AXA Loan R	03/15/2023	100194	48.88	
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00031.03.2023 AXA Flat	03/31/2023	100199	1,284.00	
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00031.03.2023 AXA %	03/31/2023	100199	1,297.63	
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00031.03.2023 AXA Roth	03/31/2023	100199	350.00	
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00031.03.2023 AXA Roth %	03/31/2023	100199	1,909.30	
01-00-00-21-0041	AXA Equitable Retirement	PR Batch 00031.03.2023 AXA Loan R	03/31/2023	100199	48.88	
Vendor Subtotal:					9,650.47	
01-00-00-21-0043	WEX Health, Inc	PR Batch 00015.03.2023 VEBA - W/C	03/15/2023	100198	87.60	
01-00-00-21-0043	WEX Health, Inc	PR Batch 00015.03.2023 VEBA Contr	03/15/2023	100198	3,691.65	
01-00-00-21-0043	WEX Health, Inc	PR Batch 00031.03.2023 VEBA - W/C	03/31/2023	100206	87.60	
01-00-00-21-0043	WEX Health, Inc	PR Batch 00031.03.2023 VEBA Contr	03/31/2023	100206	3,730.73	
Vendor Subtotal:					7,597.58	
01-00-00-21-0050	Illinois Fraternal Order of Police La	PR Batch 00031.03.2023 Police Union	03/31/2023	6513	1,344.00	
Vendor Subtotal:					1,344.00	
01-00-00-21-0050	Intergovernmental Personnel Benefit	LIBRARY ACTIVE	03/01/2023	1515	4,223.34	
01-00-00-21-0050	Intergovernmental Personnel Benefit	LIBRARY RETIRED	03/01/2023	1515	1,274.84	
01-00-00-21-0050	Intergovernmental Personnel Benefit	CRUZ, JOSE	03/01/2023	1515	5.26	
01-00-00-21-0050	Intergovernmental Personnel Benefit	LIBRARY ACTIVE	03/01/2023	1515	20.42	
Vendor Subtotal:					5,523.86	
01-00-00-21-0050	International Union of Operating Eng	PR Batch 00015.03.2023 Public Work	03/15/2023	100202	344.19	
01-00-00-21-0050	International Union of Operating Eng	PR Batch 00031.03.2023 Public Work	03/31/2023	100202	329.72	
Vendor Subtotal:					673.91	
01-00-00-21-0050	International Union of Operating Eng	PR Batch 00015.03.2023 Public Work	03/15/2023	100203	70.00	
01-00-00-21-0050	International Union of Operating Eng	PR Batch 00031.03.2023 Public Work	03/31/2023	100203	66.99	
Vendor Subtotal:					136.99	
01-00-00-21-0050	NCPERS Group Life Ins.	PR Batch 00015.03.2023 Supplementa	03/15/2023	6514	44.79	
01-00-00-21-0050	NCPERS Group Life Ins.	PR Batch 00031.03.2023 Supplementa	03/31/2023	6514	44.79	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			89.58	
01-00-00-23-0060	River Forest Public Library	LIBRARY PPRT FY2023	03/15/2023	55257	3,477.56	
		Vendor Subtotal:			3,477.56	
01-00-00-25-0087	Houseal Lavigne Associates	PLANNING CONSULTING	03/31/2023	55305	337.50	
		Vendor Subtotal:			337.50	
01-00-00-25-0088	River Forest Tennis Club	PLANNED DEV. ESCROW BALAN	03/23/2023	55280	5,655.48	
		Vendor Subtotal:			5,655.48	
01-00-00-44-4230	Sandra Butler	REIMBURSEMENT FOR DUPLICAT	03/31/2023	55288	30.00	
		Vendor Subtotal:			30.00	
01-00-00-44-4230	James Hiller	REIMBURSEMENT FOR DOUBLE I	03/31/2023	55304	30.00	
		Vendor Subtotal:			30.00	
01-00-00-44-4230	Gregory White	REFUND FOR DUPLICATE PAYME	03/15/2023	55275	30.00	
		Vendor Subtotal:			30.00	
01-10-00-52-0350	West Central Municipal Conference	WCMC/PERSPECTIVES EAP	03/31/2023	55332	1,966.05	
		Vendor Subtotal:			1,966.05	
01-10-00-52-0400	Intergovernmental Personnel Benefit	MURPHY, BRIAN	03/01/2023	1515	-624.32	
01-10-00-52-0400	Intergovernmental Personnel Benefit	ROUNDING	03/01/2023	1515	-0.02	
01-10-00-52-0400	Intergovernmental Personnel Benefit	ADMIN ACTIVE	03/01/2023	1515	5,931.92	
		Vendor Subtotal:			5,307.58	
01-10-00-52-0420	Intergovernmental Personnel Benefit	ADMIN RETIRED	03/01/2023	1515	14.50	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-10-00-52-0420	Intergovernmental Personnel Benefit	ADMIN RETIRED	03/01/2023	1515	740.61	
		Vendor Subtotal:			755.11	
01-10-00-52-0425	Intergovernmental Personnel Benefit	MURPHY, BRIAN	03/01/2023	1515	-29.17	
01-10-00-52-0425	Intergovernmental Personnel Benefit	ADMIN ACTIVE	03/01/2023	1515	34.92	
		Vendor Subtotal:			5.75	
01-10-00-53-0200	AT&T	MONTHLY ELEVATOR FEE	03/15/2023	55218	1,941.47	
		Vendor Subtotal:			1,941.47	
01-10-00-53-0200	Fifth Third Bank	HIGH SPEED INTERNET	03/31/2023	1518	78.53	
01-10-00-53-0200	Fifth Third Bank	MONTHLY CHARGES (SPEED INC	03/31/2023	1518	1,903.41	
01-10-00-53-0200	Fifth Third Bank	COMCAST/INTERNET	03/31/2023	1518	304.49	
		Vendor Subtotal:			2,286.43	
01-10-00-53-0200	Peerless Network	MONTHLY PHONE SERVICE	03/15/2023	55254	1,067.28	
		Vendor Subtotal:			1,067.28	
01-10-00-53-0200	Verizon Wireless	VERIZON DATA 1/27/2022-2/26/202	03/15/2023	0	114.55	
		Vendor Subtotal:			114.55	
01-10-00-53-0380	Houseal Lavigne Associates	PLANNING CONSULTING	03/31/2023	55305	375.00	
01-10-00-53-0380	Houseal Lavigne Associates	ADU PLANNING CONSULTING	03/31/2023	55305	625.00	
01-10-00-53-0380	Houseal Lavigne Associates	PLANNING CONSULTING SERVIC	03/31/2023	55305	2,647.50	
01-10-00-53-0380	Houseal Lavigne Associates	PLANNING CONSULTING	03/31/2023	55305	112.50	
01-10-00-53-0380	Houseal Lavigne Associates	PLANNING CONSULTING SERVIC	03/31/2023	55305	4,712.50	
		Vendor Subtotal:			8,472.50	
01-10-00-53-0380	HR Green, Inc.	PERMIT FEE ANALYSIS- PAYMEN	03/31/2023	55307	3,977.00	
		Vendor Subtotal:			3,977.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-10-00-53-0380	Intergovernmental Personnel Benefit	BCS & WEX OPTIONAL FEE	03/01/2023	1515	523.34	
		Vendor Subtotal:			523.34	
01-10-00-53-0380	VeriSource Services Inc	COBRA	03/15/2023	55270	100.00	
		Vendor Subtotal:			100.00	
01-10-00-53-0380	Vicarious Productions Inc	MARCH 2023 NEWSLETTER LAYC	03/15/2023	0	6,000.00	
		Vendor Subtotal:			6,000.00	
01-10-00-53-0380	Village of Oak Park	RAISE GRANT APPLICATION COS	03/31/2023	55329	3,750.00	
		Vendor Subtotal:			3,750.00	
01-10-00-53-0410	ClientFirst Consulting Group LLC	FY23 IT SUPPORT JANUARY 2023	03/15/2023	0	4,928.44	
01-10-00-53-0410	ClientFirst Consulting Group LLC	FY23 IT SUPPORT PD JANUARY 2023	03/15/2023	0	3,436.87	
01-10-00-53-0410	ClientFirst Consulting Group LLC	FY-23 IT SUPPORT VH FEB 2023	03/31/2023	0	4,152.50	
01-10-00-53-0410	ClientFirst Consulting Group LLC	FY-23 IT SUPPORT POLICE DEPAR	03/31/2023	0	2,905.62	
01-10-00-53-0410	ClientFirst Consulting Group LLC	FY-23 IT SUPPORT POLICE DEPAR	03/31/2023	0	2,905.63	
01-10-00-53-0410	ClientFirst Consulting Group LLC	FY-23 IT SUPPORT VH NOV 2022	03/31/2023	0	4,024.38	
01-10-00-53-0410	ClientFirst Consulting Group LLC	FY-23 IT SUPPORT POLICE DEPAR	03/31/2023	0	1,418.75	
		Vendor Subtotal:			23,772.19	
01-10-00-53-0410	Fifth Third Bank	AMAZON WEB SERVICES	03/31/2023	1518	231.87	
		Vendor Subtotal:			231.87	
01-10-00-53-0410	KnowBe4 Inc	KNOWBE4 SUBSCRIPTION 2023-24	03/31/2023	55309	4,267.25	
		Vendor Subtotal:			4,267.25	
01-10-00-53-0410	SHI International Corp	SOPHOS PROTECTION SUBSCRIPTION	03/15/2023	55262	4,358.84	
		Vendor Subtotal:			4,358.84	
01-10-00-53-0410	Spinutech	VILLAGE WEBSITE	03/15/2023	55265	181.25	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-10-00-53-0410	Spinutech	VILLAGE WEBSITE	03/31/2023	55323	235.00	
01-10-00-53-0410	Spinutech	VILLAGE WEBSITE	03/31/2023	55323	235.00	
		Vendor Subtotal:			651.25	
01-10-00-53-1100	SAFEbuilt LLC Lockbox #88135	HEALTH INSPECTIONS FEB-2023	03/15/2023	55259	2,275.00	
		Vendor Subtotal:			2,275.00	
01-10-00-53-2200	IRMA	UNDERGROUND STORAGE TANK	03/15/2023	55243	3,518.40	
01-10-00-53-2200	IRMA	VOLUNTEER COVERAGE 11/1/22-	03/15/2023	55243	850.00	
		Vendor Subtotal:			4,368.40	
01-10-00-53-3300	AVI Systems Inc	AV MAINTENANCE	03/31/2023	55283	578.54	
		Vendor Subtotal:			578.54	
01-10-00-53-3300	De Lage Landen Financial Svcs Inc	MONTHLY LEASING 3 KONICA M	03/31/2023	55295	394.65	
		Vendor Subtotal:			394.65	
01-10-00-53-3300	Regal Business Machines Inc	PRINTER MAIN./TONER	03/15/2023	55256	333.43	
		Vendor Subtotal:			333.43	
01-10-00-53-4100	Morrison Associates Ltd	PROFESSIONAL DEVELOPMENT	03/31/2023	55314	700.00	
		Vendor Subtotal:			700.00	
01-10-00-53-4400	Edward Hospital	RANDOM MGMT FEE	03/31/2023	55297	240.00	
		Vendor Subtotal:			240.00	
01-10-00-53-5600	4imprint Inc	TABLE COVER WITH LOGO	03/15/2023	55215	211.93	
		Vendor Subtotal:			211.93	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-10-00-53-5600	Diaz Landscaping Inc	SR. SNOW REMOVAL PROGRAM	03/31/2023	55296	2,383.00	
		Vendor Subtotal:			2,383.00	
01-10-00-53-5600	Fifth Third Bank	COOKIES	03/31/2023	1518	66.00	
		Vendor Subtotal:			66.00	
01-10-00-53-5600	Dennis Marani	SENIOR SNOW REMOVAL 810 MO	03/15/2023	55248	285.00	
01-10-00-53-5600	Dennis Marani	SENIOR SNOW REMOVAL 830 N. F	03/15/2023	55248	515.00	
01-10-00-53-5600	Dennis Marani	SENIOR SNOW REMOVAL 810 MO	03/15/2023	55248	155.00	
01-10-00-53-5600	Dennis Marani	SENIOR SNOW REMOVAL 207 GAJ	03/15/2023	55248	435.00	
01-10-00-53-5600	Dennis Marani	SENIOR SNOW REMOVAL 207 GAJ	03/15/2023	55248	205.00	
01-10-00-53-5600	Dennis Marani	SENIOR SNOW REMOVAL 830 N. F	03/15/2023	55248	130.00	
01-10-00-53-5600	Dennis Marani	SENIOR SNOW REMOVAL 818 HAJ	03/15/2023	55248	285.00	
		Vendor Subtotal:			2,010.00	
01-10-00-54-0100	Cintas Corp	LOBBY MATS	03/15/2023	55223	51.40	
		Vendor Subtotal:			51.40	
01-10-00-54-0100	Fifth Third Bank	MOUSE FOR PW	03/31/2023	1518	11.39	
01-10-00-54-0100	Fifth Third Bank	HANGING FILE FOLDER	03/31/2023	1518	29.58	
01-10-00-54-0100	Fifth Third Bank	OFFICE COFFEE	03/31/2023	1518	111.00	
01-10-00-54-0100	Fifth Third Bank	GLUE STICKS	03/31/2023	1518	8.90	
01-10-00-54-0100	Fifth Third Bank	PAPER TOWELS	03/31/2023	1518	38.33	
01-10-00-54-0100	Fifth Third Bank	NOTARY STAMPS- K. GAERTNER,	03/31/2023	1518	118.55	
01-10-00-54-0100	Fifth Third Bank	COMMUNITY ROOM WATER	03/31/2023	1518	26.99	
		Vendor Subtotal:			344.74	
01-10-00-54-0100	Warehouse Direct Inc	OFFICE TISSUES	03/15/2023	55274	67.98	
01-10-00-54-0100	Warehouse Direct Inc	PAPER	03/31/2023	55331	379.17	
		Vendor Subtotal:			447.15	
01-10-00-54-0150	Fifth Third Bank	PC STORAGE	03/31/2023	1518	129.98	
		Vendor Subtotal:			129.98	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-10-00-54-0150	Verizon Wireless	COVID VERIZON DATA 1/27/2022-2	03/15/2023	0	42.19	
		Vendor Subtotal:			42.19	
01-14-00-53-4275	West Suburban Consolidated	MONTHLY DISPATCH SERVICE 20	03/15/2023	0	22,941.00	
		Vendor Subtotal:			22,941.00	
01-15-00-53-0380	FBO: Thomas Engineering Group LL	VILLAGE-WIDE TRAFFIC STUDY	03/31/2023	0	3,359.52	
		Vendor Subtotal:			3,359.52	
01-15-00-53-0420	Klein Thorpe and Jenkins Ltd	ZONING BOARD OF APPEALS JAN	03/15/2023	0	672.00	
		Vendor Subtotal:			672.00	
01-15-00-53-4300	Fifth Third Bank	MEMBERSHIP RENEWAL	03/31/2023	1518	150.00	
		Vendor Subtotal:			150.00	
01-20-00-52-0400	Intergovernmental Personnel Benefit	LUIS, CHRISTIAN	03/01/2023	1515	1,586.80	
01-20-00-52-0400	Intergovernmental Personnel Benefit	BUILDING ACTIVE	03/01/2023	1515	5,072.71	
		Vendor Subtotal:			6,659.51	
01-20-00-52-0425	Intergovernmental Personnel Benefit	BUILDING ACTIVE	03/01/2023	1515	19.80	
		Vendor Subtotal:			19.80	
01-20-00-53-0370	Envirosafe	WEEKLY REBAIT & CHECK	03/15/2023	55235	235.00	
01-20-00-53-0370	Envirosafe	WEEKLY REBAIT & CHECK	03/15/2023	55235	235.00	
01-20-00-53-0370	Envirosafe	WEEKLY CHECK & REBAIT	03/15/2023	55235	235.00	
01-20-00-53-0370	Envirosafe	WEEKLY CHECK & REBAIT	03/15/2023	55235	235.00	
01-20-00-53-0370	Envirosafe	WEEKLY REBAIT/CHECK	03/31/2023	55298	235.00	
01-20-00-53-0370	Envirosafe	WEEKLY REBAIT/CHECK	03/31/2023	55298	235.00	
		Vendor Subtotal:			1,410.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-20-00-53-0370	Verizon Wireless	VERIZON DATA 1/27/2022-2/26/202	03/15/2023	0	50.19	
		Vendor Subtotal:			50.19	
01-20-00-53-1300	Elevator Inspection Services Co Inc	2 ELEVATOR RE-INSPECTIONS 15:	03/31/2023	0	64.00	
01-20-00-53-1300	Elevator Inspection Services Co Inc	73 ELEVATOR INSPECTIONS	03/31/2023	0	2,336.00	
		Vendor Subtotal:			2,400.00	
01-20-00-53-1305	Baxter & Woodman	PLAN REVIEW FEE	03/31/2023	55285	110.00	
		Vendor Subtotal:			110.00	
01-20-00-53-1305	SAFEbuilt LLC Lockbox #88135	PLAN REVIEW FOR INVOICE #009	03/31/2023	55319	3,177.20	
		Vendor Subtotal:			3,177.20	
01-20-00-53-4100	Fifth Third Bank	ICC TRAINING SEMINAR 4-DAYS	03/31/2023	1518	700.00	
		Vendor Subtotal:			700.00	
01-20-00-54-0600	The Sidwell Company	SIDWELL MAP PAGES	03/15/2023	55263	106.25	
		Vendor Subtotal:			106.25	
01-30-00-53-0420	Clark Baird Smith LLP	PD NEGOTIATIONS	03/15/2023	55226	2,378.75	
		Vendor Subtotal:			2,378.75	
01-30-00-53-0425	Klein Thorpe and Jenkins Ltd	FINANCE/ADMIN ADV JAN 2023	03/15/2023	0	4,302.50	
01-30-00-53-0425	Klein Thorpe and Jenkins Ltd	MADISON ST TIF DISTRICT JAN 2	03/15/2023	0	607.50	
01-30-00-53-0425	Klein Thorpe and Jenkins Ltd	TIF ISSUES (2008) JAN 2023	03/15/2023	0	270.00	
01-30-00-53-0425	Klein Thorpe and Jenkins Ltd	FINANCE/ADMIN ADVISORY DEC	03/15/2023	0	3,184.76	
01-30-00-53-0425	Klein Thorpe and Jenkins Ltd	ADM REVIEW OF LOCAL JUDGMI	03/15/2023	0	135.00	
01-30-00-53-0425	Klein Thorpe and Jenkins Ltd	HISTORIC PRESERVATION COMM	03/15/2023	0	202.50	
01-30-00-53-0425	Klein Thorpe and Jenkins Ltd	LOCAL PROSECUTION JAN 2023	03/15/2023	0	1,508.60	
01-30-00-53-0425	Klein Thorpe and Jenkins Ltd	PUB WORKS & DEV SERVICES AC	03/15/2023	0	1,897.60	
01-30-00-53-0425	Klein Thorpe and Jenkins Ltd	FINANCE/ADMIN ADVISORY	03/31/2023	0	3,517.50	
01-30-00-53-0425	Klein Thorpe and Jenkins Ltd	PUBLIC WORKS & DEVELOPMEN	03/31/2023	0	810.50	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
Vendor Subtotal:					16,436.46	
01-30-00-53-0426	Klein Thorpe and Jenkins Ltd	LOCAL PROSECUTION DEC 2022	03/15/2023	0	1,501.00	
01-30-00-53-0426	Klein Thorpe and Jenkins Ltd	ADMINISTRATIVE REVIEW OF LC	03/31/2023	0	2,965.25	
01-30-00-53-0426	Klein Thorpe and Jenkins Ltd	LOCAL PROSECUTION	03/31/2023	0	1,502.60	
Vendor Subtotal:					5,968.85	
01-40-00-52-0400	Intergovernmental Personnel Benefit	POLICE ACTIVE	03/01/2023	1515	39,972.68	
Vendor Subtotal:					39,972.68	
01-40-00-52-0420	Bestco HARTFORD	RETIREE BENEFITS POLICE APRIL	03/31/2023	55286	8,958.98	
Vendor Subtotal:					8,958.98	
01-40-00-52-0420	Intergovernmental Personnel Benefit	POLICE RETIRED	03/01/2023	1515	104.38	
01-40-00-52-0420	Intergovernmental Personnel Benefit	POLICE RETIRED	03/01/2023	1515	11,886.11	
Vendor Subtotal:					11,990.49	
01-40-00-52-0425	Intergovernmental Personnel Benefit	POLICE ACTIVE	03/01/2023	1515	502.30	
Vendor Subtotal:					502.30	
01-40-00-53-0200	Verizon Wireless	COVID VERIZON DATA 1/27/2022-2/26/2022	03/15/2023	0	13.96	
01-40-00-53-0200	Verizon Wireless	VERIZON DATA 1/27/2022-2/26/2022	03/15/2023	0	94.15	
Vendor Subtotal:					108.11	
01-40-00-53-0385	Daniel J Kelley	RED LIGHT HEARING 2/22/2023	03/15/2023	55246	300.00	
01-40-00-53-0385	Daniel J Kelley	ADJUDICATION HEARING 3/6/2023	03/15/2023	55246	300.00	
Vendor Subtotal:					600.00	
01-40-00-53-0385	Municipal Systems LLC	FEB 2023 MSI	03/15/2023	0	1,150.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			1,150.00	
01-40-00-53-0410	Fifth Third Bank	COMPLAINT PROGRAM	03/31/2023	1518	335.00	
		Vendor Subtotal:			335.00	
01-40-00-53-0410	Verizon Connect NWF Inc	VERIZON FLEET FEB 2023	03/15/2023	55271	113.33	
		Vendor Subtotal:			113.33	
01-40-00-53-0410	Pace Systems Inc	ANNUAL CONTRACT FOR PACE S	03/31/2023	55317	1,890.00	
		Vendor Subtotal:			1,890.00	
01-40-00-53-0410	Thomson Reuters-West	MONTHLY SUBSCRIPTION	03/31/2023	55326	216.67	
		Vendor Subtotal:			216.67	
01-40-00-53-3100	CAMZ Communications Inc	RADIO REPAIR # 4	03/15/2023	55221	120.00	
		Vendor Subtotal:			120.00	
01-40-00-53-3200	Hawk Chrysler Dodge Jeep	CAR #12 WHEEL CAPS X3	03/15/2023	55239	42.24	
01-40-00-53-3200	Hawk Chrysler Dodge Jeep	CAR # 12 WHEEL CAP X1	03/15/2023	55239	15.83	
		Vendor Subtotal:			58.07	
01-40-00-53-3200	W.C. Schauer Hardware	VEHICLE SUPPLIES	03/15/2023	55261	19.92	
01-40-00-53-3200	W.C. Schauer Hardware	VEHICLE SUPPLIES	03/15/2023	55261	32.82	
		Vendor Subtotal:			52.74	
01-40-00-53-4100	Fifth Third Bank	TRAINING CLASS B. RANSOM	03/31/2023	1518	200.00	
01-40-00-53-4100	Fifth Third Bank	TRAINING SUPPLIES	03/31/2023	1518	56.66	
		Vendor Subtotal:			256.66	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-40-00-53-4100	North East Multi-Regional Training	TRAINING P. MIKA	03/31/2023	55316	175.00	
01-40-00-53-4100	North East Multi-Regional Training	TRAINING M. CATALANO, E. COL	03/31/2023	55316	400.00	
Vendor Subtotal:					575.00	
01-40-00-53-4100	Denisse Zermeno	1/23-1/25/23 GLENDALE POLICE T	03/15/2023	55277	47.65	
01-40-00-53-4100	Denisse Zermeno	DEATH INVESTIGATIONS TRAINI	03/15/2023	55277	29.61	
Vendor Subtotal:					77.26	
01-40-00-53-4200	Andy Frain Services Inc	FEB 2023 CROSSING GUARDS	03/15/2023	0	13,325.02	
Vendor Subtotal:					13,325.02	
01-40-00-53-4200	Conboy Westchester Funeral Homes,	BODY REMOVAL X2	03/15/2023	55230	750.00	
Vendor Subtotal:					750.00	
01-40-00-53-4200	Fifth Third Bank	RF BRACELET PROGRAM	03/31/2023	1518	15.98	
01-40-00-53-4200	Fifth Third Bank	RF BRACELET PROGRAM	03/31/2023	1518	15.98	
Vendor Subtotal:					31.96	
01-40-00-53-4200	Hero Industries	CUSTOM POLICE CHALLENGE CC	03/15/2023	55240	1,911.00	
Vendor Subtotal:					1,911.00	
01-40-00-53-4200	Metro Mortuary Transport Inc	BODY REMOVAL FROM OPH	03/15/2023	55250	275.00	
Vendor Subtotal:					275.00	
01-40-00-53-4200	Kimberly J. Wojack	ISEARCH BILLING FY23 4Q	03/15/2023	55276	2,000.00	
Vendor Subtotal:					2,000.00	
01-40-00-53-4250	Village of River Forest	PETTY CASH REIMBURSEMENT J	03/15/2023	55272	310.00	
Vendor Subtotal:					310.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-40-00-53-4300	Fifth Third Bank	DIGITAL SUBSCRIPTION TRIBUN	03/31/2023	1518	27.72	
		Vendor Subtotal:			27.72	
01-40-00-53-4300	Police Executive Research Forum	2023 PERF SUBSCRIPTION	03/15/2023	55255	220.00	
		Vendor Subtotal:			220.00	
01-40-00-53-4300	SHI International Corp	PD PHOTOSHOP DUES	03/15/2023	55262	426.26	
		Vendor Subtotal:			426.26	
01-40-00-54-0100	Fifth Third Bank	PD OFFICE MAGNETS	03/31/2023	1518	7.95	
		Vendor Subtotal:			7.95	
01-40-00-54-0100	Warehouse Direct Inc	WHITE BOARD	03/31/2023	55331	69.55	
		Vendor Subtotal:			69.55	
01-40-00-54-0300	JG Uniforms Inc	G. CZERNIK UNIFORMS	03/15/2023	55244	210.00	
01-40-00-54-0300	JG Uniforms Inc	S. HENEGHAN UNIFORMS	03/15/2023	55244	189.50	
01-40-00-54-0300	JG Uniforms Inc	E. COLEMAN UNIFORMS	03/15/2023	55244	207.00	
		Vendor Subtotal:			606.50	
01-40-00-54-0300	Ray O'Herron Co. Inc	UNIFORMS - BARCENAS	03/15/2023	55252	25.50	
01-40-00-54-0300	Ray O'Herron Co. Inc	M. FRIES UNIFORMS	03/15/2023	55252	100.90	
01-40-00-54-0300	Ray O'Herron Co. Inc	J. GREENWOOD UNIFORMS	03/15/2023	55252	806.80	
01-40-00-54-0300	Ray O'Herron Co. Inc	O. GONZALEZ UNIFORMS	03/15/2023	55252	398.09	
01-40-00-54-0300	Ray O'Herron Co. Inc	BARCENAS UNIFORMS	03/15/2023	55252	377.48	
01-40-00-54-0300	Ray O'Herron Co. Inc	L. GREEN UNIFORMS	03/15/2023	55252	263.83	
01-40-00-54-0300	Ray O'Herron Co. Inc	J. CASEY UNIFORMS	03/15/2023	55252	364.83	
01-40-00-54-0300	Ray O'Herron Co. Inc	M. CATALANO UNIFORMS	03/15/2023	55252	195.84	
01-40-00-54-0300	Ray O'Herron Co. Inc	M. DOSEN UNIFORMS	03/15/2023	55252	36.90	
01-40-00-54-0300	Ray O'Herron Co. Inc	M. DOSEN UNIFORMS	03/15/2023	55252	280.95	
		Vendor Subtotal:			2,851.12	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-40-00-54-0300	Eric Sousanes	REIMBURSEMENT FOR UNIFORM	03/15/2023	55264	148.13	
		Vendor Subtotal:			148.13	
01-40-00-54-0310	JG Uniforms Inc	HAT PATCHES	03/15/2023	55244	650.00	
		Vendor Subtotal:			650.00	
01-40-00-54-0310	VCG Uniform Ltd	UNIFORMS - CORTEZ	03/31/2023	55328	69.00	
		Vendor Subtotal:			69.00	
01-40-00-54-0400	Starship Inc	PRISONER MEALS	03/15/2023	55267	136.00	
		Vendor Subtotal:			136.00	
01-40-00-54-0600	Atlantis Distribution & Logistics	SQUAD PRINTER PAPER	03/15/2023	55219	201.60	
		Vendor Subtotal:			201.60	
01-40-00-54-0600	Corporate Business Cards	BUSINESS CARDS	03/15/2023	0	88.69	
01-40-00-54-0600	Corporate Business Cards	BUSINESS CARDS M. GRILL	03/31/2023	0	88.69	
		Vendor Subtotal:			177.38	
01-40-00-54-0600	SymbolArts, LLC	ABLE COINS	03/31/2023	55325	220.00	
		Vendor Subtotal:			220.00	
01-40-00-54-0601	CDS Office Technologies Inc	NEW SQUAD ANTENNAS FOR AR	03/31/2023	0	500.00	
01-40-00-54-0601	CDS Office Technologies Inc	NEW SQUAD CAR MODEMS (#1 &	03/31/2023	0	2,833.04	
		Vendor Subtotal:			3,333.04	
01-40-00-54-0601	Motorola Solutions - Starcom21 Net	GANG CHARGER	03/31/2023	55315	923.13	
01-40-00-54-0601	Motorola Solutions - Starcom21 Net	POLICE RADIO BATTERIES	03/31/2023	55315	1,841.20	
		Vendor Subtotal:			2,764.33	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-40-00-54-0602	Ray O'Herron Co. Inc	9MM AMMO- RANGE	03/15/2023	55252	1,512.00	
		Vendor Subtotal:			1,512.00	
01-50-00-52-0400	Intergovernmental Personnel Benefit	FIRE ACTIVE	03/01/2023	1515	27,599.45	
		Vendor Subtotal:			27,599.45	
01-50-00-52-0420	Intergovernmental Personnel Benefit	FIRE RETIRED	03/01/2023	1515	71.49	
01-50-00-52-0420	Intergovernmental Personnel Benefit	FIRE RETIRED	03/01/2023	1515	8,380.57	
		Vendor Subtotal:			8,452.06	
01-50-00-52-0425	Intergovernmental Personnel Benefit	FIRE ACTIVE	03/01/2023	1515	273.18	
		Vendor Subtotal:			273.18	
01-50-00-53-0200	Chicago Communications LLC	ANTENNA FOR # 200	03/31/2023	55290	40.92	
		Vendor Subtotal:			40.92	
01-50-00-53-0200	Verizon Wireless	VERIZON DATA 1/27/2022-2/26/202	03/15/2023	0	36.01	
		Vendor Subtotal:			36.01	
01-50-00-53-3100	Emergency Medical Products Inc	INFANT CABLE FOR EMS MONITOR	03/15/2023	55234	205.30	
		Vendor Subtotal:			205.30	
01-50-00-53-3200	CJC Auto Parts & Tires	HALOGEN HEADLIGHT	03/15/2023	55225	63.98	
		Vendor Subtotal:			63.98	
01-50-00-53-3200	Pete's Automotive Service Inc	215 - OIL CHANGE AND BRAKE R	03/31/2023	0	915.31	
		Vendor Subtotal:			915.31	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-50-00-53-3200	Paul Zipperich	REIMBURSEMENT FOR AMBULANCE	03/31/2023	55335	18.69	
		Vendor Subtotal:			18.69	
01-50-00-53-3600	Hastings Air-Energy Control Inc	REPLACE MOTOR AND RAIN CAP	03/15/2023	55238	6,167.07	
01-50-00-53-3600	Hastings Air-Energy Control Inc	PLYONOVEMENT EXHAUST SYS.	03/31/2023	55303	533.14	
		Vendor Subtotal:			6,700.21	
01-50-00-53-4100	Quentin Boyd	REIMBURSEMENT FOR STEP UP A	03/31/2023	55287	50.00	
		Vendor Subtotal:			50.00	
01-50-00-53-4100	Jones And Bartlett Publishers Inc	FIRE OFFICER BOOK Q. BOYD	03/31/2023	55308	88.86	
		Vendor Subtotal:			88.86	
01-50-00-53-4100	Northeastern Illinois Public	PHTLS & TCCC SESSIONS - Q BOY	03/15/2023	55251	650.00	
01-50-00-53-4100	Northeastern Illinois Public	PHASE I & II - Q BOYD	03/15/2023	55251	1,325.00	
		Vendor Subtotal:			1,975.00	
01-50-00-53-4100	Jonathan Rouse	CPR INSTRUCTOR COURSE	03/15/2023	55258	259.00	
		Vendor Subtotal:			259.00	
01-50-00-53-4200	Paul Zipperich	CPR CLASS MATERIALS - INSTRU	03/15/2023	55278	1,015.83	
		Vendor Subtotal:			1,015.83	
01-50-00-53-4250	Christopher Doran	TRAINING REIMBURSEMENT TAC	03/15/2023	55232	128.91	
		Vendor Subtotal:			128.91	
01-50-00-53-4250	Fifth Third Bank	METRO CHIEFS SYMPOSIUM	03/31/2023	1518	70.00	
		Vendor Subtotal:			70.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-50-00-53-4300	Fifth Third Bank	REVALIDATION OF MEDICARE EN	03/31/2023	1518	688.00	
		Vendor Subtotal:			688.00	
01-50-00-54-0100	Fifth Third Bank	HDMI CABLE	03/31/2023	1518	21.98	
01-50-00-54-0100	Fifth Third Bank	HDMI CABLE	03/31/2023	1518	13.99	
		Vendor Subtotal:			35.97	
01-50-00-54-0150	Fifth Third Bank	NEW MONITOR FOR FIREHOUSE	03/31/2023	1518	199.00	
		Vendor Subtotal:			199.00	
01-50-00-54-0300	Air One Equipment Inc	4-SETS OF BUNKER GEAR HOWE,	03/31/2023	55281	9,830.00	
		Vendor Subtotal:			9,830.00	
01-50-00-54-0300	On Time Embroidery Inc	BACK ORDERED UNIFORMS	03/15/2023	55253	421.00	
		Vendor Subtotal:			421.00	
01-50-00-54-0600	US Gas	FEB 2023 CYLINDER RENTAL	03/15/2023	0	212.50	
01-50-00-54-0600	US Gas	OXYGEN FOR AMBULANCE	03/15/2023	0	138.65	
		Vendor Subtotal:			351.15	
01-60-01-52-0400	Intergovernmental Personnel Benefit	PW ACTIVE	03/01/2023	1515	3,869.76	
		Vendor Subtotal:			3,869.76	
01-60-01-52-0420	Bestco HARTFORD	RETIREE BENEFITS PW APRIL 202	03/31/2023	55286	1,392.04	
		Vendor Subtotal:			1,392.04	
01-60-01-52-0420	Intergovernmental Personnel Benefit	PW RETIRED	03/01/2023	1515	2.38	
01-60-01-52-0420	Intergovernmental Personnel Benefit	PW RETIRED	03/01/2023	1515	1,284.37	
		Vendor Subtotal:			1,286.75	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-60-01-52-0425	Intergovernmental Personnel Benefit	PW ACTIVE	03/01/2023	1515	18.47	
		Vendor Subtotal:			18.47	
01-60-01-53-0200	Peerless Network	PUMP STATION PHONE	03/15/2023	55254	221.12	
		Vendor Subtotal:			221.12	
01-60-01-53-0200	Verizon Wireless	VERIZON DATA 1/27/2022-2/26/202	03/15/2023	0	47.37	
		Vendor Subtotal:			47.37	
01-60-01-53-0410	MGP Inc	GIS CONSORTIUM STAFFING SER	03/15/2023	0	1,856.25	
		Vendor Subtotal:			1,856.25	
01-60-01-53-3200	Commercial Tire Service Inc	2-TON ALIGNMENT #42	03/31/2023	55293	130.00	
		Vendor Subtotal:			130.00	
01-60-01-53-3200	Irene G. Grilli	VEHICLE SAFETY INSPECTION #	03/15/2023	55237	59.50	
01-60-01-53-3200	Irene G. Grilli	VEHICLE SAFETY INSPECTION #	03/15/2023	55237	40.00	
01-60-01-53-3200	Irene G. Grilli	# 30 SAFETY INSPCETION	03/31/2023	55302	40.00	
		Vendor Subtotal:			139.50	
01-60-01-53-3200	Genuine Parts Co Inc	FILTERS	03/31/2023	55300	563.37	
01-60-01-53-3200	Genuine Parts Co Inc	FUEL FILTERS	03/31/2023	55300	224.62	
		Vendor Subtotal:			787.99	
01-60-01-53-3200	Wigit's Truck Center	2-TON REPAIR # 42	03/31/2023	55333	1,690.65	
		Vendor Subtotal:			1,690.65	
01-60-01-53-3400	Battery Service Corporation	BATTERY FOR PED CROSSING	03/31/2023	55284	299.39	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
Vendor Subtotal:					299.39	
01-60-01-53-3400	State Treasurer	AGREEMENT W/ IDOT MAINTEN/	03/15/2023	55268	3,859.26	
01-60-01-53-3400	State Treasurer	AGREEMENT W/ IDOT MAINTEN/	03/15/2023	55268	3,859.26	
Vendor Subtotal:					7,718.52	
01-60-01-53-3600	ACS Enterprises Inc	HVAC FILTERS	03/15/2023	55216	462.70	
Vendor Subtotal:					462.70	
01-60-01-53-3600	Alternative Energy Solutions Ltd	GENERATOR INSPECTION	03/31/2023	55282	305.00	
Vendor Subtotal:					305.00	
01-60-01-53-3600	Wisconsin Central	LEASE AGREEMENT FOR ENCRO.	03/31/2023	55334	25.00	
Vendor Subtotal:					25.00	
01-60-01-53-4100	Fifth Third Bank	IDOT TEST	03/31/2023	1518	12.00	
01-60-01-53-4100	Fifth Third Bank	ADMIN TRAINING FOR P.E. LICEN	03/31/2023	1518	40.00	
01-60-01-53-4100	Fifth Third Bank	TIME MANAGEMENT TRAINING	03/31/2023	1518	145.00	
01-60-01-53-4100	Fifth Third Bank	PW ETHICS TRAINING AND MANI	03/31/2023	1518	435.10	
Vendor Subtotal:					632.10	
01-60-01-53-4300	International Society of Arboricultur	ISA RENEWAL OF MEM -CERT AR	03/15/2023	55242	190.00	
Vendor Subtotal:					190.00	
01-60-01-53-5300	Growing Community Media NFP	LEGAL AD	03/15/2023	0	161.00	
Vendor Subtotal:					161.00	
01-60-01-53-5350	LRS	WATER DIG DUMP FEE	03/15/2023	55247	259.50	
01-60-01-53-5350	LRS	WATER DIG FEE, FORESTRY DUM	03/31/2023	55310	183.58	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			443.08	
01-60-01-53-5400	John Coleman	DAMAGED SHOE REFUND RED L	03/15/2023	55227	99.66	
		Vendor Subtotal:			99.66	
01-60-01-53-5450	AEP Energy	ELECTRICITY FOR STREET LIGHT	03/15/2023	55217	1,802.62	
		Vendor Subtotal:			1,802.62	
01-60-01-53-5450	ComEd	ALLEY LIGHTING	03/15/2023	55228	691.88	
		Vendor Subtotal:			691.88	
01-60-01-53-5450	ComEd	MADISON STREET LIGHTING	03/15/2023	55229	83.76	
		Vendor Subtotal:			83.76	
01-60-01-54-0100	Fifth Third Bank	PENCILS	03/31/2023	1518	9.25	
01-60-01-54-0100	Fifth Third Bank	CAMERA LENS	03/31/2023	1518	15.21	
		Vendor Subtotal:			24.46	
01-60-01-54-0310	Jesus Camargo	REIMBURSEMENT FOR UNIFORM	03/15/2023	55220	298.97	
01-60-01-54-0310	Jesus Camargo	UNIFORM ALLOWANCE REIMBUI	03/31/2023	55289	83.79	
		Vendor Subtotal:			382.76	
01-60-01-54-0310	Brian Skoczek	UNIFORM REIMBURSEMENT	03/31/2023	55322	58.30	
		Vendor Subtotal:			58.30	
01-60-01-54-0500	Bristol Hose & Fitting Inc	HYDRAULIC HOSE - HI RANGER 7	03/15/2023	0	102.41	
01-60-01-54-0500	Bristol Hose & Fitting Inc	PARTS FOR PLOWS	03/31/2023	0	231.72	
		Vendor Subtotal:			334.13	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-60-01-54-0500	W.W. Grainger Inc	TRIPLE LIGHT BAR # 30	03/31/2023	55301	21.48	
		Vendor Subtotal:			21.48	
01-60-01-54-0600	Bristol Hose & Fitting Inc	HOSE ASSEMBLY	03/15/2023	0	134.08	
01-60-01-54-0600	Bristol Hose & Fitting Inc	PARTS FOR BRINE EQUIPMENT	03/15/2023	0	67.49	
		Vendor Subtotal:			201.57	
01-60-01-54-0600	Fifth Third Bank	AUTODESK (CAD SYSTEM FOR P'	03/31/2023	1518	462.00	
01-60-01-54-0600	Fifth Third Bank	NO PARKING SIGNAGE FOR ALLE	03/31/2023	1518	277.10	
01-60-01-54-0600	Fifth Third Bank	PHOTO CELL SENSORS	03/31/2023	1518	65.98	
01-60-01-54-0600	Fifth Third Bank	VACUUM PARTS	03/31/2023	1518	47.16	
		Vendor Subtotal:			852.24	
01-60-01-54-0600	W.W. Grainger Inc	TOOLS	03/15/2023	55236	67.28	
01-60-01-54-0600	W.W. Grainger Inc	FIRST AID SUPPLIES	03/31/2023	55301	21.70	
01-60-01-54-0600	W.W. Grainger Inc	TIRE REPAIR SUPPLIES	03/31/2023	55301	12.74	
		Vendor Subtotal:			101.72	
01-60-01-54-0600	Keller-Heartt Oil Co Inc	DEF AND HYDRAULIC FLUID	03/15/2023	0	888.20	
		Vendor Subtotal:			888.20	
01-60-01-54-0600	Menards	SHOP SUPPLIES	03/15/2023	55249	119.95	
01-60-01-54-0600	Menards	SHOP SUPPLIES	03/31/2023	55311	29.11	
		Vendor Subtotal:			149.06	
01-60-01-54-0600	W.C. Schauer Hardware	PW GARAGE SUPPLIES	03/15/2023	55261	23.81	
01-60-01-54-0600	W.C. Schauer Hardware	SUPPLY OF PAINT FOR GRAFFITI	03/15/2023	55261	17.08	
01-60-01-54-0600	W.C. Schauer Hardware	BOLTS- STREET LAMPS/TAPCON\$	03/31/2023	55321	10.25	
		Vendor Subtotal:			51.14	
01-60-01-54-0600	Unique Products & Service Corp	JANITORIAL SUPPLIES	03/31/2023	55327	762.40	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			762.40	
01-60-05-53-5500	LRS Holdings LLC	REFUSE REMOVAL PER CONTRAC	03/15/2023	0	97,368.42	
		Vendor Subtotal:			97,368.42	
		Subtotal for Fund: 01			668,938.34	
02-00-00-16-0010	Midwest Operating Eng-Pension Tru	HEALTH INSURANCE PW RETIRE	03/31/2023	55312	523.00	
		Vendor Subtotal:			523.00	
02-00-00-16-0010	MOE Funds	PW EMPLOYEE HEALTH INSURA	03/31/2023	55313	6,365.50	
		Vendor Subtotal:			6,365.50	
02-00-00-16-0010	SBRK Finance Holdings Inc	SPRINGBROOK ANNUAL MAINTEN	03/15/2023	55260	10,058.50	
		Vendor Subtotal:			10,058.50	
02-00-00-21-0015	State Treasurer	PR Batch 00015.03.2023 State Income	03/15/2023	100196	1,463.32	
02-00-00-21-0015	State Treasurer	PR Batch 00031.03.2023 State Income	03/31/2023	100204	1,336.69	
		Vendor Subtotal:			2,800.01	
02-00-00-21-0015	United States Treasury	PR Batch 00015.03.2023 FICA Emplo	03/15/2023	100197	1,996.94	
02-00-00-21-0015	United States Treasury	PR Batch 00015.03.2023 FICA Emplo	03/15/2023	100197	1,996.94	
02-00-00-21-0015	United States Treasury	PR Batch 00015.03.2023 Federal Inco	03/15/2023	100197	3,813.02	
02-00-00-21-0015	United States Treasury	PR Batch 00015.03.2023 Medicare En	03/15/2023	100197	467.03	
02-00-00-21-0015	United States Treasury	PR Batch 00015.03.2023 Medicare En	03/15/2023	100197	467.03	
02-00-00-21-0015	United States Treasury	PR Batch 00031.03.2023 Medicare En	03/31/2023	100205	428.54	
02-00-00-21-0015	United States Treasury	PR Batch 00031.03.2023 FICA Emplo	03/31/2023	100205	1,832.41	
02-00-00-21-0015	United States Treasury	PR Batch 00031.03.2023 Medicare En	03/31/2023	100205	428.54	
02-00-00-21-0015	United States Treasury	PR Batch 00031.03.2023 Federal Inco	03/31/2023	100205	3,240.52	
02-00-00-21-0015	United States Treasury	PR Batch 00031.03.2023 FICA Emplo	03/31/2023	100205	1,832.41	
		Vendor Subtotal:			16,503.38	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
02-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.03.2023 IMRF Empl	03/15/2023	100201	727.35	
02-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.03.2023 IMRF-Volun	03/15/2023	100201	544.70	
02-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.03.2023 IMRF Empl	03/15/2023	100201	483.95	
02-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.03.2023 IMRF Empl	03/15/2023	100201	946.12	
02-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.03.2023 IMRF Empl	03/15/2023	100201	1,747.13	
02-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.03.2023 IMRF-Volun	03/15/2023	100201	344.16	
02-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00015.03.2023 IMRF Empl	03/15/2023	100201	147.15	
02-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00031.03.2023 IMRF Empl	03/31/2023	100201	638.07	
02-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00031.03.2023 IMRF Empl	03/31/2023	100201	147.15	
02-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00031.03.2023 IMRF-Volun	03/31/2023	100201	511.65	
02-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00031.03.2023 IMRF Empl	03/31/2023	100201	1,675.12	
02-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00031.03.2023 IMRF Empl	03/31/2023	100201	898.72	
02-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00031.03.2023 IMRF Empl	03/31/2023	100201	428.57	
02-00-00-21-0030	Illinois Municipal Retirement Fund	PR Batch 00031.03.2023 IMRF-Volun	03/31/2023	100201	201.66	
Vendor Subtotal:					9,441.50	
02-00-00-21-0040	ICMA Retirement Corporation - 302	PR Batch 00015.03.2023 ICMA	03/15/2023	100195	21.14	
02-00-00-21-0040	ICMA Retirement Corporation - 302	PR Batch 00015.03.2023 ICMA	03/15/2023	100195	402.05	
02-00-00-21-0040	ICMA Retirement Corporation - 302	PR Batch 00031.03.2023 ICMA	03/31/2023	100200	20.14	
02-00-00-21-0040	ICMA Retirement Corporation - 302	PR Batch 00031.03.2023 ICMA	03/31/2023	100200	402.07	
Vendor Subtotal:					845.40	
02-00-00-21-0041	AXA Equitable Retirement	PR Batch 00015.03.2023 AXA Flat	03/15/2023	100194	25.99	
02-00-00-21-0041	AXA Equitable Retirement	PR Batch 00031.03.2023 AXA Flat	03/31/2023	100199	26.00	
Vendor Subtotal:					51.99	
02-00-00-21-0050	International Union of Operating En	PR Batch 00015.03.2023 Public Work	03/15/2023	100202	259.35	
02-00-00-21-0050	International Union of Operating En	PR Batch 00031.03.2023 Public Work	03/31/2023	100202	273.82	
Vendor Subtotal:					533.17	
02-00-00-21-0050	International Union of Operating En	PR Batch 00015.03.2023 Public Work	03/15/2023	100203	47.00	
02-00-00-21-0050	International Union of Operating En	PR Batch 00031.03.2023 Public Work	03/31/2023	100203	50.01	
Vendor Subtotal:					97.01	
02-00-00-21-0050	NCPERS Group Life Ins.	PR Batch 00015.03.2023 Supplementa	03/15/2023	6514	19.21	
02-00-00-21-0050	NCPERS Group Life Ins.	PR Batch 00031.03.2023 Supplementa	03/31/2023	6514	19.21	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			38.42	
02-60-06-52-0400	Intergovernmental Personnel Benefit	MURPHY, BRIAN	03/01/2023	1515	-69.37	
02-60-06-52-0400	Intergovernmental Personnel Benefit	W/S ACTIVE	03/01/2023	1515	8,564.81	
02-60-06-52-0400	Intergovernmental Personnel Benefit	LUIS, CHRISTIAN	03/01/2023	1515	396.70	
		Vendor Subtotal:			8,892.14	
02-60-06-52-0425	Intergovernmental Personnel Benefit	W/S ACTIVE	03/01/2023	1515	205.79	
02-60-06-52-0425	Intergovernmental Personnel Benefit	MURPHY, BRIAN	03/01/2023	1515	-3.24	
		Vendor Subtotal:			202.55	
02-60-06-53-0100	ComEd	PUMP STATION ELECTRICITY	03/15/2023	55229	2,096.10	
		Vendor Subtotal:			2,096.10	
02-60-06-53-0200	Comcast Cable	PUMP STATION INTERNET	03/31/2023	55292	104.85	
		Vendor Subtotal:			104.85	
02-60-06-53-0200	Peerless Network	MONTHLY PHONE SERVICE	03/15/2023	55254	266.82	
02-60-06-53-0200	Peerless Network	PUMP STATION PHONE	03/15/2023	55254	55.28	
		Vendor Subtotal:			322.10	
02-60-06-53-0200	Verizon Wireless	VERIZON DATA 1/27/2022-2/26/202	03/15/2023	0	47.37	
		Vendor Subtotal:			47.37	
02-60-06-53-0380	Christopher B. Burke Engineering Lt	LEAD SERVICE REPLACEMENT P	03/31/2023	0	1,411.24	
		Vendor Subtotal:			1,411.24	
02-60-06-53-0380	Intergovernmental Personnel Benefit	BCS & WEX OPTIONAL FEE	03/01/2023	1515	39.39	
		Vendor Subtotal:			39.39	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
02-60-06-53-0410	ClientFirst Consulting Group LLC	FY23 IT SUPPORT JANUARY 2023	03/15/2023	0	1,642.81	
02-60-06-53-0410	ClientFirst Consulting Group LLC	FY23 IT SUPPORT PD JANUARY 2023	03/15/2023	0	1,145.63	
02-60-06-53-0410	ClientFirst Consulting Group LLC	FY-23 IT SUPPORT VH FEB 2023	03/31/2023	0	4,152.50	
02-60-06-53-0410	ClientFirst Consulting Group LLC	FY-23 IT SUPPORT POLICE DEPAR	03/31/2023	0	1,418.75	
02-60-06-53-0410	ClientFirst Consulting Group LLC	FY-23 IT SUPPORT VH NOV 2022	03/31/2023	0	4,024.37	
		Vendor Subtotal:			12,384.06	
02-60-06-53-0410	Fifth Third Bank	AMAZON WEB SERVICES	03/31/2023	1518	77.29	
		Vendor Subtotal:			77.29	
02-60-06-53-0410	MGP Inc	GIS CONSORTIUM STAFFING SER	03/15/2023	0	1,856.25	
		Vendor Subtotal:			1,856.25	
02-60-06-53-0410	Springbrook Software Inc	UB WEB PAYMENTS - FEB 2023	03/15/2023	55266	597.00	
		Vendor Subtotal:			597.00	
02-60-06-53-1300	Illinois Office of the State Fire Marshal	BOILER INSPECTION	03/15/2023	55241	100.00	
		Vendor Subtotal:			100.00	
02-60-06-53-3050	Centurion Plumbing Company	WATER SYSTEM REPAIR 1518 LAI	03/15/2023	55222	5,053.23	
02-60-06-53-3050	Centurion Plumbing Company	WATER SYSTEM REPAIR 1318 FR	03/15/2023	55222	4,712.94	
		Vendor Subtotal:			9,766.17	
02-60-06-53-3050	Core & Main LP	REPAIR SLEEVE	03/31/2023	55294	458.98	
		Vendor Subtotal:			458.98	
02-60-06-53-3050	Vulcan Construction Materials LLC	RE-SUPPLY FROM HYDRANT DIG	03/31/2023	55330	427.64	
		Vendor Subtotal:			427.64	
02-60-06-53-3200	Genuine Parts Co Inc	FILTERS	03/31/2023	55300	390.04	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
02-60-06-53-3200	Genuine Parts Co Inc	FILTERS	03/31/2023	55300	112.31	
		Vendor Subtotal:			502.35	
02-60-06-53-3200	Wigit's Truck Center	SWEEPER REPAIR	03/31/2023	55333	872.64	
		Vendor Subtotal:			872.64	
02-60-06-53-3300	De Lage Landen Financial Svcs Inc	MONTHLY LEASING 3 KONICA M	03/31/2023	55295	43.85	
		Vendor Subtotal:			43.85	
02-60-06-53-3300	Regal Business Machines Inc	PRINTER MAIN./TONER	03/15/2023	55256	37.05	
		Vendor Subtotal:			37.05	
02-60-06-53-3630	Devin Howe	OVERHEAD SEWER REIMBURSEM	03/31/2023	55306	4,000.00	
		Vendor Subtotal:			4,000.00	
02-60-06-53-3631	Devin Howe	LEAD SERVICE REPLACEMENT P	03/31/2023	55306	7,500.00	
		Vendor Subtotal:			7,500.00	
02-60-06-53-4250	Fifth Third Bank	REFUND FOR WATER CONFERENC	03/31/2023	1518	-400.00	
		Vendor Subtotal:			-400.00	
02-60-06-53-4350	Sebis Direct (Printing)	UTILITY BILLING PRINTING FEB	03/15/2023	0	201.46	
		Vendor Subtotal:			201.46	
02-60-06-53-4480	Suburban Laboratories Inc	WATER QUALITY TESTING	03/15/2023	55269	595.00	
02-60-06-53-4480	Suburban Laboratories Inc	WATER QUALITY TESTING	03/15/2023	55269	157.50	
		Vendor Subtotal:			752.50	
02-60-06-53-5350	LRS	WATER DIG DUMP FEE	03/15/2023	55247	839.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
02-60-06-53-5350	LRS	WATER DIG FEE, FORESTRY DUM	03/31/2023	55310	2,353.00	
		Vendor Subtotal:			3,192.00	
02-60-06-54-0500	Standard Equipment Company	SWEEPER PARTS	03/31/2023	55324	714.91	
		Vendor Subtotal:			714.91	
02-60-06-54-0600	Core & Main LP	REPAIR SLEEVE	03/15/2023	55231	223.61	
02-60-06-54-0600	Core & Main LP	IPERL METER FOR STOCK	03/15/2023	55231	1,290.00	
		Vendor Subtotal:			1,513.61	
02-60-06-54-0600	EJ Equipment Inc	ROOT CUTTER & HOSE FOR TRUC	03/15/2023	55233	620.28	
		Vendor Subtotal:			620.28	
02-60-06-54-0600	Fifth Third Bank	TOLIET LEAK DETECTION TABLE	03/31/2023	1518	39.16	
		Vendor Subtotal:			39.16	
02-60-06-54-0600	John S. Neenan	MANHOLE HOOK FOR WATER/SE	03/15/2023	55245	116.25	
		Vendor Subtotal:			116.25	
02-60-06-54-0600	Keller-Heartt Oil Co Inc	FOOD GRADE GREASE FOR PUMI	03/15/2023	0	44.96	
		Vendor Subtotal:			44.96	
02-60-06-54-0600	W.C. Schauer Hardware	TOP SOIL- B BOX REPAIR	03/15/2023	55261	5.38	
		Vendor Subtotal:			5.38	
02-60-06-54-0600	USABlueBook	RESTOCKING FEE FOR ITEM RET	03/22/2023	55279	270.25	
		Vendor Subtotal:			270.25	
02-60-06-54-0600	Vulcan Construction Materials LLC	RE-SUPPLY STONE FROM MAIN B	03/15/2023	55273	572.55	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			572.55	
02-60-06-54-1300	Sebis Direct (Postage)	UTILITY BILLING POSTAGE MAR	03/15/2023	0	773.34	
		Vendor Subtotal:			773.34	
02-60-06-54-2200	City of Chicago	MARCH 2023 WATER SEWER GAR	03/15/2023	55224	59,648.85	
02-60-06-54-2200	City of Chicago	MARCH 2023 WATER SEWER GAR	03/15/2023	55224	49,270.92	
		Vendor Subtotal:			108,919.77	
		Subtotal for Fund: 02			216,333.32	
13-00-00-55-8850	Air One Equipment Inc	SCBA COMPRESSOR	03/31/2023	55281	42,445.00	
		Vendor Subtotal:			42,445.00	
		Subtotal for Fund: 13			42,445.00	
14-00-00-44-4240	Safespeed	FEES ON COLLECTIONS RED LIGI	03/31/2023	55320	311.92	
		Vendor Subtotal:			311.92	
14-00-00-53-0380	CiorbaGroup Consulting Engineers	EV INFRASTRUCTURE NETWORK	03/31/2023	55291	1,527.25	
		Vendor Subtotal:			1,527.25	
14-00-00-55-8620	CDS Office Technologies Inc	STREET CAMERA EXPANSION PR	03/31/2023	0	7,194.27	
		Vendor Subtotal:			7,194.27	
14-00-00-55-8620	ClientFirst Consulting Group LLC	FY23 CIP-OFFICE 365 UPGRADE S	03/15/2023	0	1,131.25	
14-00-00-55-8620	ClientFirst Consulting Group LLC	IT PROJECTS	03/15/2023	0	230.00	
		Vendor Subtotal:			1,361.25	
14-00-00-55-8620	Fifth Third Bank	PHOTO-CELLS FOR CAMERAS	03/31/2023	1518	87.97	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
Vendor Subtotal:					87.97	
Subtotal for Fund: 14					10,482.66	
31-00-00-53-0380	FBO: Thomas Engineering Group LL	VILLAGE-WIDE TRAFFIC STUDY	03/31/2023	0	1,679.76	
Vendor Subtotal:					1,679.76	
31-00-00-53-0380	Houseal Lavigne Associates	PLANNING CONSULTING SERVIC	03/31/2023	55305	615.00	
31-00-00-53-0380	Houseal Lavigne Associates	PLANNING CONSULTING SERVIC	03/31/2023	55305	1,714.57	
31-00-00-53-0380	Houseal Lavigne Associates	TIF CORRDOR PLANNING	03/31/2023	55305	427.50	
Vendor Subtotal:					2,757.07	
31-00-00-53-0380	Ryan LLC/Kane, McKenna	TIF DISTRICTS DUE DILIGENCE R	03/31/2023	55318	112.50	
Vendor Subtotal:					112.50	
31-00-00-53-0425	Klein Thorpe and Jenkins Ltd	MADISON ST TIF DISTRICT DEC 2	03/15/2023	0	225.00	
31-00-00-53-0425	Klein Thorpe and Jenkins Ltd	MADISON STREET TIF DISTRICT	03/31/2023	0	3,982.50	
Vendor Subtotal:					4,207.50	
Subtotal for Fund: 31					8,756.83	
32-00-00-53-0380	FBO: Thomas Engineering Group LL	VILLAGE-WIDE TRAFFIC STUDY	03/31/2023	0	1,679.76	
Vendor Subtotal:					1,679.76	
32-00-00-53-0380	Houseal Lavigne Associates	PLANNING CONSULTING SERVIC	03/31/2023	55305	615.00	
32-00-00-53-0380	Houseal Lavigne Associates	TIF CORRDOR PLANNING	03/31/2023	55305	427.50	
32-00-00-53-0380	Houseal Lavigne Associates	PLANNING CONSULTING SERVIC	03/31/2023	55305	1,714.56	
Vendor Subtotal:					2,757.06	
32-00-00-53-0380	Ryan LLC/Kane, McKenna	TIF DISTRICTS DUE DILIGENCE R	03/31/2023	55318	112.50	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			112.50	
32-00-00-53-0425	Klein Thorpe and Jenkins Ltd	NORTH AVE TIF DISTRICT DEC 20	03/15/2023	0	225.00	
		Vendor Subtotal:			225.00	
		Subtotal for Fund: 32			4,774.32	
		Report Total:			951,730.47	



Village of River Forest

MONTHLY FINANCE REPORT Fiscal Year 2023 through March 31, 2023

This report includes financial information for Fiscal Year 2023 through March 31, 2023 which represents 91.67% of the fiscal year. A revenue and expenditure report by fund and account and an investment report for March 2023 are attached.

GENERAL FUND

Revenues, Expenditures and Changes in Fund Balance Fiscal Year 2023 through March 31, 2023

	2023		Percent
	Budget	Actual	Rec/Exp
REVENUES			
Taxes			
Property Taxes	\$6,931,715	\$5,246,506	75.69%
General Sales Taxes	2,112,388	2,140,008	101.31%
Non Home Rule Sales Tax	880,440	978,123	111.09%
Utility Taxes	622,519	727,706	116.90%
Restaurant Tax	172,794	150,477	87.08%
Telecommunications Tax	170,796	168,782	98.82%
Real Estate Transfer Tax	133,952	102,418	76.46%
Local Gasoline Tax	101,988	82,851	81.24%
Cannabis State Excise Tax	21,091	16,774	79.53%
Intergovernmental Revenue			
Personal Property Replacement Tax	272,241	428,057	157.23%
Use Tax	439,388	439,525	100.03%
State Income Taxes	1,550,159	1,728,856	111.53%
Licenses and Permits	1,243,778	1,188,647	95.57%
Charges for Services			
Garbage Collections	1,176,068	1,044,319	88.80%
Ambulance Fees	510,000	1,445,105	283.35%
Other Charges for Services	292,871	322,448	110.10%
Fines	260,381	155,963	59.90%
Investment Income	76,725	106,463	138.76%
Grants and Contributions	778,376	770,346	98.97%
Miscellaneous Revenues	441,436	143,908	32.60%
TOTAL REVENUES	\$18,189,106	\$17,387,282	95.59%
EXPENDITURES			
Administration	\$ 1,848,735	\$ 1,635,619	88.47%
E911	242,694	219,316	90.37%
Boards & Commissions	212,260	91,350	43.04%
Building and Development	567,137	480,879	84.79%
Legal Services	233,000	111,903	48.03%
Police Department	7,139,367	5,907,899	82.75%
Fire Department	5,306,241	4,688,345	88.36%
Public Works	2,978,449	2,564,826	86.11%
TOTAL EXPENDITURES	\$18,527,883	\$15,700,137	84.74%
NET CHANGE IN FUND BALANCE	(\$338,777)	\$1,687,145	

Revenues

Fiscal year-to-date revenue collections are at 95.59%. Property Tax Revenue is at 75.69%. Collection of the 1st installment of the 2022 tax levy began in March. Payment is due April 3, 2023. Sales tax and non-home rule sales tax revenues are for collections thru the month of December. Receipts continue to be higher than

projected. Inflation has reached levels that have not been seen for many years. This effects both revenues and expenditures and staff continues to monitor this and will make adjustments as needed.

Use tax is as expected and is also for the Month of December. Real Estate Transfer Tax revenues are based on the timing of real estate sales and the housing market. Utility tax payments are typically elevated during the warmer summer (electric) and cooler winter (gas) months and vary based on weather conditions. The Cannabis State Excise taxes are below projections. These revenues are to be used for public safety initiatives.

Income tax receipts continue to be higher than projected. This has been fueled by the rebounding labor market and extraordinary corporate income tax collections. The payment received in March is for February 2023 collections. We continue to see higher revenue collections each month. The FY 2023 State budget includes an additional .10% in LGDF payments to municipalities. Personal Property Replacement Tax revenues continue to exceed projections. In the most recent update from the Illinois Municipal League, this reflects an improving economy generating exceptionally high corporate earnings and profits. The local gasoline tax is slightly below what has been projected. License and permit revenue includes spring building permit activity and the 2022 vehicle license revenue collections. Vehicle licenses were due July 14th. Non-compliance notices were sent out in December and citations were issued in March for those who are still non-compliant. Revenue from Ambulance billings is included in charges for services and has increased due to the Ground Emergency Medical Transportation (GEMT) reimbursement program that the Village now participates in. Grants and contributions include the second tranche payment from The American Rescue Plan Act of 2021. Allocations to communities were on a per-capita basis and were distributed in two payments.

Expenditures

Expenditures are at 84.74% of the budgeted amount. Salaries and benefits, with the exception of overtime, include payment for services rendered through the end of the month. All expenditures are below projections 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 after April 30th 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 2023 through March 31, 2023

	2023		Percent Rec/ Exp
	Budget	Actual	
Operating Revenues			
Permit Fees	\$ 23,000	\$ 28,421	123.57%
Water Sales	3,520,686	3,114,459	88.46%
Sewer Sales	2,229,926	1,926,580	86.40%
Water Penalties	28,969	24,643	85.07%
Miscellaneous	18,453	55,854	302.68%
Total Operating Revenues	\$ 5,821,034	\$ 5,149,957	88.47%
Operating Expenses			
Salaries and Benefits	\$ 1,251,006	\$ 1,054,257	84.27%
Contractual Services	884,194	604,063	68.32%
Water From Chicago	1,894,725	1,445,392	76.29%
Materials and Supplies	260,506	57,271	21.98%
Depreciation/Debt Service	1,297,901	917,146	70.66%
Transfer to CERF	111,467	102,178	91.67%
Operating Expenses including Depreciation	\$ 5,699,799	\$ 4,180,307	73.34%
Operating Revenues over Operating Exp	\$ 121,235	\$ 969,650	
Capital Improvements	\$ (628,000)	\$ (225,316)	35.88%
Total Revenues over Expenses	\$ (506,765)	\$ 744,334	

Water and Sewer revenues are as projected. This includes summer consumption. Overall expenses are lower due to the delay in receiving and paying invoices for commodities and contractual services. There is a one-month lag in payments to the City of Chicago for FY 2023 water usage. Debt Service expenses include the May and December payments on the IEPA loan.

REVENUES AND EXPENDITURES VS. BUDGET – OTHER FUNDS

Fund #	Fund	Revenues			Expenditures		
		2023 Budget	2023 YTD Actual	% Rec	2023 Budget	2023 YTD Actual	% Exp
03	Motor Fuel Tax	\$ 599,883	\$ 575,947	96.01%	\$ 544,826	\$ 237,419	43.58%
05	Debt Service Fund	\$ 263,830	\$ 208,562	79.05%	\$ 278,934	\$ 278,483	99.84%
13	Cap Equipmnt Replcmnt	\$ 963,850	\$ 846,263	87.80%	\$ 726,864	\$ 125,263	17.23%
14	Capital Improvement	\$ 1,141,857	\$ 210,425	18.43%	\$ 3,325,446	\$ 2,031,452	61.09%
31	TIF-Madison	\$ 672,264	\$ 392,431	58.37%	\$ 724,284	\$ 75,300	10.40%
32	TIF-North	\$ 362,018	\$ 74,989	20.71%	\$ 360,000	\$ 22,595	6.28%
35	Infrastructure Imp Bond	\$ 93	\$ 11,557	100.00%	\$ 256,590	\$ 252,073	98.24%

CASH AND INVESTMENTS

Fund #	Fund	Cash and Money Markets		IMET Convenience Fund	Investments	Total
1	General	\$ 5,087,391	\$ 55,932	\$ 3,626,476	\$ 8,769,799	
3	Motor Fuel Tax	\$ 956,099	\$ -	\$ 238,994	\$ 1,195,093	
5	Debt Service Fund	\$ 173,464	\$ -	\$ -	\$ 173,464	
13	Capital Equip Replacemen	\$ 886,499	\$ 243,913	\$ 3,490,507	\$ 4,620,919	
14	Capital Improvement	\$ 992,363	\$ -	\$ 723,940	\$ 1,716,303	
31	TIF-Madison Street	\$ 1,423,404	\$ -	\$ -	\$ 1,423,404	
32	TIF- North Avenue	\$ 616,079	\$ -	\$ -	\$ 616,079	
35	Infrastructure Imp Bond	\$ 326,842	\$ -	\$ -	\$ 326,842	
2	Water & Sewer	\$ 2,069,095	\$ 182,175	\$ 735,339	\$ 2,986,609	
Total		\$ 12,531,236	\$ 482,020	\$ 8,815,256	\$ 21,828,512	

MARCH 2023 FINANCE ACTIVITIES

1. The proposed FY 2024 budget was prepared.
2. Staff began preparing for the 2023 Vehicle Sticker season.
3. Citations were issued in March for those registered vehicles that have not purchased the 2022-2023 vehicle sticker. Warnings were issued in January.
4. The Village Administrator, Finance Director and Assistant Finance Director met with Byline Bank representatives to review core services.
5. The Finance Director and the Assistant Finance Director met with the auditing team from Sikich to prepare for the upcoming FY 2023 audit.
6. Staff participated in LAMA training.

General Ledger

Village of River Forest

User: rmcadams
 Printed: 4/6/2023 8:55:42 AM
 Period 11 - 11
 Fiscal Year 2023



Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01	General Fund							
00								
01-00-00-41-1000	Property Tax-Prior Years	3,379,362.00	3,314,501.88	0.00	42,475.35	3,356,977.23	22,384.77	99.34
01-00-00-41-1021	Property Tax-Current Year	3,552,353.00	0.00	0.00	1,889,528.82	1,889,528.82	1,662,824.18	53.19
	Property Taxes	6,931,715.00	3,314,501.88	0.00	1,932,004.17	5,246,506.05	1,685,208.95	75.69
01-00-00-41-1150	Replacement Tax	272,241.00	392,151.00	0.00	35,905.91	428,056.91	-155,815.91	157.23
01-00-00-41-1190	Restaurant Tax	172,794.00	137,079.28	0.00	13,397.46	150,476.74	22,317.26	87.08
01-00-00-41-1200	Sales Tax	2,112,388.00	1,922,341.58	0.00	217,666.25	2,140,007.83	-27,619.83	101.31
01-00-00-41-1205	State Use Tax	439,388.00	385,825.01	0.00	53,699.64	439,524.65	-136.65	100.03
01-00-00-41-1210	Non-Home Rule Sales Tax	880,440.00	869,630.08	0.00	108,493.55	978,123.63	-97,683.63	111.09
01-00-00-41-1250	Income Tax	1,550,159.00	1,626,735.39	0.00	102,120.36	1,728,855.75	-178,696.75	111.53
01-00-00-41-1450	Transfer Tax	133,952.00	94,191.00	0.00	8,227.00	102,418.00	31,534.00	76.46
01-00-00-41-1460	Communication Tax	170,796.00	155,314.14	0.00	13,467.53	168,781.67	2,014.33	98.82
01-00-00-41-1475	Utility Tax Elec	443,382.00	377,893.08	1,837.84	34,856.27	410,911.51	32,470.49	92.68
01-00-00-41-1480	Utility Tax Gas	179,137.00	273,035.60	0.00	43,759.14	316,794.74	-137,657.74	176.84
01-00-00-41-1490	Local Gasoline Tax	101,988.00	75,509.26	0.00	7,342.22	82,851.48	19,136.52	81.24
01-00-00-41-1600	Cannabis State Excise Tax	21,091.00	15,323.85	0.00	1,450.24	16,774.09	4,316.91	79.53
	Other Taxes	6,477,756.00	6,325,029.27	1,837.84	640,385.57	6,963,577.00	-485,821.00	107.50
01-00-00-42-2115	Pet Licenses	2,000.00	1,060.00	0.00	50.00	1,110.00	890.00	55.50
01-00-00-42-2120	Vehicle Licenses	290,000.00	262,614.00	47.50	6,629.50	269,196.00	20,804.00	92.83
01-00-00-42-2345	Contractor's License Fees	95,000.00	97,700.00	0.00	7,875.00	105,575.00	-10,575.00	111.13
01-00-00-42-2350	Business Licenses	21,000.00	6,132.50	0.00	9,060.00	15,192.50	5,807.50	72.35
01-00-00-42-2355	Tent Licenses	300.00	30.00	0.00	0.00	30.00	270.00	10.00
01-00-00-42-2360	Building Permits	525,000.00	483,264.01	0.00	23,432.81	506,696.82	18,303.18	96.51
01-00-00-42-2361	Plumbing Permits	35,000.00	24,525.00	0.00	2,145.00	26,670.00	8,330.00	76.20
01-00-00-42-2362	Electrical Permits	45,000.00	21,958.25	0.00	1,888.50	23,846.75	21,153.25	52.99
01-00-00-42-2364	Reinspection Fees	5,000.00	11,449.00	0.00	1,200.00	12,649.00	-7,649.00	252.98
01-00-00-42-2365	Bonfire Permits	60.00	30.00	0.00	0.00	30.00	30.00	50.00
01-00-00-42-2366	Beekeeping Permit	150.00	0.00	0.00	0.00	0.00	150.00	0.00
01-00-00-42-2368	Solicitors Permits	1,200.00	0.00	0.00	0.00	0.00	1,200.00	0.00
01-00-00-42-2369	Zoning Variation Fee	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00	100.00

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-00-00-42-2370	Film Crew License	4,538.00	6,050.00	0.00	800.00	6,850.00	-2,312.00	150.95
01-00-00-42-2520	Liquor Licenses	23,500.00	24,500.00	0.00	300.00	24,800.00	-1,300.00	105.53
01-00-00-42-2570	CableVideo Svc Provider Fees	193,030.00	193,000.65	0.00	0.00	193,000.65	29.35	99.98
	Licenses & Permits	1,243,778.00	1,135,313.41	47.50	53,380.81	1,188,646.72	55,131.28	95.57
01-00-00-43-3065	Police Reports	2,200.00	1,940.00	0.00	210.00	2,150.00	50.00	97.73
01-00-00-43-3070	Fire Reports	400.00	370.00	0.00	25.00	395.00	5.00	98.75
01-00-00-43-3180	Garbage Collection	1,176,068.00	967,912.78	76.88	76,482.81	1,044,318.71	131,749.29	88.80
01-00-00-43-3185	Penalties on Garbage Fees	8,408.00	5,947.26	6.06	1,354.39	7,295.59	1,112.41	86.77
01-00-00-43-3200	Metra Daily Parking	10,500.00	16,455.49	0.00	2,273.87	18,729.36	-8,229.36	178.37
01-00-00-43-3220	Parking Lot Permit Fees	95,248.00	107,619.92	0.00	8,212.51	115,832.43	-20,584.43	121.61
01-00-00-43-3225	Administrative Towing Fees	95,000.00	106,500.00	0.00	15,500.00	122,000.00	-27,000.00	128.42
01-00-00-43-3230	Animal Release Fees	0.00	50.00	0.00	0.00	50.00	-50.00	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	300.00	0.00	0.00	300.00	9,700.00	3.00
01-00-00-43-3536	Elevator Inspection Fees	4,450.00	100.00	0.00	3,600.00	3,700.00	750.00	83.15
01-00-00-43-3537	Elevator Reinspection Fees	400.00	250.00	0.00	100.00	350.00	50.00	87.50
01-00-00-43-3540	ROW Encroachment Fees	0.00	1,400.00	0.00	100.00	1,500.00	-1,500.00	0.00
01-00-00-43-3550	Ambulance Fees	510,000.00	1,435,096.71	0.00	10,008.41	1,445,105.12	-935,105.12	283.35
01-00-00-43-3554	CPR Fees	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0.00
01-00-00-43-3557	Car Fire & Extrication Fee	500.00	0.00	0.00	0.00	0.00	500.00	0.00
01-00-00-43-3560	State Highway Maintenance	63,565.00	50,121.25	0.00	0.00	50,121.25	13,443.75	78.85
	Charges for Services	1,978,939.00	2,694,088.41	82.94	117,866.99	2,811,872.46	-832,933.46	142.09
01-00-00-44-4230	Police Tickets	157,924.00	108,451.73	90.00	16,906.41	125,268.14	32,655.86	79.32
01-00-00-44-4240	Automated Traffic Enf Fines	42,282.00	0.00	0.00	0.00	0.00	42,282.00	0.00
01-00-00-44-4300	Local Ordinance Tickets	2,957.00	1,783.99	0.00	100.00	1,883.99	1,073.01	63.71
01-00-00-44-4430	Court Fines	41,325.00	26,969.18	0.00	980.00	27,949.18	13,375.82	67.63
01-00-00-44-4435	DUI Fines	3,976.00	661.80	0.00	0.00	661.80	3,314.20	16.64
01-00-00-44-4436	Drug Forfeiture Revenue	400.00	0.00	0.00	0.00	0.00	400.00	0.00
01-00-00-44-4439	Article 36 Forfeited Funds	1,517.00	0.00	0.00	0.00	0.00	1,517.00	0.00
01-00-00-44-4440	Building Construction Citation	10,000.00	200.00	0.00	0.00	200.00	9,800.00	2.00
	Fines & Forfeits	260,381.00	138,066.70	90.00	17,986.41	155,963.11	104,417.89	59.90
01-00-00-45-5100	Interest	76,725.00	107,318.58	0.00	23,912.95	131,231.53	-54,506.53	171.04
01-00-00-45-5200	Net Change in Fair Value	0.00	-49,731.27	0.00	24,963.11	-24,768.16	24,768.16	0.00
	Interest	76,725.00	57,587.31	0.00	48,876.06	106,463.37	-29,738.37	138.76
01-00-00-46-6408	Cash OverShort	0.00	5.00	0.00	0.00	5.00	-5.00	0.00
01-00-00-46-6410	Miscellaneous	10,000.00	19,732.05	0.30	30.00	19,761.75	-9,761.75	197.62
01-00-00-46-6411	Miscellaneous Public	2,750.00	1,727.56	0.00	600.00	2,327.56	422.44	84.64

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-00-00-46-6412	Safety Reimbursements-Crossing Guards	81,420.00	0.00	0.00	0.00	0.00	81,420.00	0.00
01-00-00-46-6415	Reimbursement of Expenses	2,500.00	5,041.89	0.00	0.00	5,041.89	-2,541.89	201.68
01-00-00-46-6417	IRMA Reimbursements	50,000.00	25,568.81	0.00	0.00	25,568.81	24,431.19	51.14
01-00-00-46-6510	T-Mobile Lease	36,000.00	30,000.00	0.00	3,000.00	33,000.00	3,000.00	91.67
01-00-00-46-6511	WSCDC Rental Income	57,766.00	53,146.89	0.00	5,055.95	58,202.84	-436.84	100.76
01-00-00-46-8001	IRMA Excess	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.00
	Miscellaneous	440,436.00	135,222.20	0.30	8,685.95	143,907.85	296,528.15	32.67
01-00-00-46-6521	Law Enforcement Training Reimb	17,055.00	25,744.00	0.00	0.00	25,744.00	-8,689.00	150.95
01-00-00-46-6524	ISEARCH Grant	9,125.00	6,000.00	0.00	0.00	6,000.00	3,125.00	65.75
01-00-00-46-6525	Bullet Proof Vest Reimb-DOJ	4,400.00	2,655.87	0.00	0.00	2,655.87	1,744.13	60.36
01-00-00-46-6528	IDOT Traffic Safety Grant	9,609.00	0.00	0.00	0.00	0.00	9,609.00	0.00
01-00-00-46-6532	Grants	735,187.00	735,945.79	0.00	0.00	735,945.79	-758.79	100.10
01-00-00-46-6620	State Fire Marshal Training	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0.00
	Grants & Contributions	778,376.00	770,345.66	0.00	0.00	770,345.66	8,030.34	98.97
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>18,189,106.00</u>	<u>14,570,154.84</u>	<u>2,058.58</u>	<u>2,819,185.96</u>	<u>17,387,282.22</u>	<u>801,823.78</u>	<u>95.59</u>
	Revenue	18,189,106.00	14,570,154.84	2,058.58	2,819,185.96	17,387,282.22	801,823.78	95.59
10	Administration							
01-10-00-51-0200	Salaries Regular	758,575.00	555,033.97	45,307.87	0.00	600,341.84	158,233.16	79.14
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	0.00	337.50	112.50	0.00	450.00	-450.00	0.00
	Personal Services	759,075.00	555,371.47	45,420.37	0.00	600,791.84	158,283.16	79.15
01-10-00-52-0320	FICA	42,090.00	30,318.53	2,744.36	0.00	33,062.89	9,027.11	78.55
01-10-00-52-0325	Medicare	11,007.00	7,959.10	641.77	0.00	8,600.87	2,406.13	78.14
01-10-00-52-0330	IMRF	60,994.00	45,754.91	3,100.62	0.00	48,855.53	12,138.47	80.10
01-10-00-52-0350	Employee Assistance Program	16,910.00	0.00	1,966.05	0.00	1,966.05	14,943.95	11.63
01-10-00-52-0375	Fringe Benefits	10,188.00	6,441.30	443.00	0.00	6,884.30	3,303.70	67.57
01-10-00-52-0400	Health Insurance	99,468.00	59,189.23	12,604.45	1,356.63	70,437.05	29,030.95	70.81
01-10-00-52-0420	Health Insurance - Retirees	0.00	828.22	1,510.22	1,483.84	854.60	-854.60	0.00

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-10-00-52-0425	Life Insurance	901.00	602.40	69.84	53.27	618.97	282.03	68.70
01-10-00-52-0430	VEBA Contributions	16,792.00	11,782.77	0.00	0.00	11,782.77	5,009.23	70.17
01-10-00-52-0500	Wellness Program	1,250.00	566.33	0.00	0.00	566.33	683.67	45.31
	Benefits	259,600.00	163,442.79	23,080.31	2,893.74	183,629.36	75,970.64	70.74
01-10-00-53-0200	Communications	49,255.00	37,988.51	7,696.16	2,286.43	43,398.24	5,856.76	88.11
01-10-00-53-0300	Audit Services	24,500.00	20,851.16	0.00	0.00	20,851.16	3,648.84	85.11
01-10-00-53-0350	Actuarial Services	4,300.00	4,300.00	0.00	0.00	4,300.00	0.00	100.00
01-10-00-53-0380	Consulting Services	131,500.00	97,488.01	23,346.18	0.00	120,834.19	10,665.81	91.89
01-10-00-53-0410	IT Support	137,073.00	102,172.35	33,513.27	231.87	135,453.75	1,619.25	98.82
01-10-00-53-0429	Vehicle Sticker Program	18,850.00	18,692.55	0.00	0.00	18,692.55	157.45	99.16
01-10-00-53-1100	HealthInspection Services	15,915.00	16,464.25	2,275.00	0.00	18,739.25	-2,824.25	117.75
01-10-00-53-1250	Unemployment Claims	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
01-10-00-53-2100	Bank Fees	18,039.00	19,350.00	1,103.37	2,492.00	17,961.37	77.63	99.57
01-10-00-53-2200	Liability Insurance	261,353.00	230,272.16	32,248.34	0.00	262,520.50	-1,167.50	100.45
01-10-00-53-2250	IRMA Liability Deductible	10,000.00	97,355.19	0.00	0.00	97,355.19	-87,355.19	973.55
01-10-00-53-3300	Maint of Office Equipment	10,040.00	7,633.84	1,306.62	0.00	8,940.46	1,099.54	89.05
01-10-00-53-4100	Training	7,500.00	4,463.50	700.00	0.00	5,163.50	2,336.50	68.85
01-10-00-53-4250	Travel & Meeting	11,650.00	8,166.53	0.00	0.00	8,166.53	3,483.47	70.10
01-10-00-53-4300	Dues & Subscriptions	34,225.00	31,602.04	0.00	0.00	31,602.04	2,622.96	92.34
01-10-00-53-4350	Printing	2,200.00	213.27	0.00	0.00	213.27	1,986.73	9.69
01-10-00-53-4400	Medical & Screening	1,500.00	406.00	240.00	0.00	646.00	854.00	43.07
01-10-00-53-5300	AdvertisingLegal Notice	2,000.00	3,736.00	0.00	0.00	3,736.00	-1,736.00	186.80
01-10-00-53-5600	Community and Emp Programs	54,300.00	21,124.58	4,736.93	66.00	25,795.51	28,504.49	47.51
	Contractual Services	799,200.00	722,279.94	107,165.87	5,076.30	824,369.51	-25,169.51	103.15
01-10-00-54-0100	Office Supplies	17,245.00	14,333.20	1,188.03	344.74	15,176.49	2,068.51	88.01
01-10-00-54-0150	Office Equipment	3,000.00	978.00	302.15	129.98	1,150.17	1,849.83	38.34
01-10-00-54-1300	Postage	10,615.00	9,501.54	1,000.00	0.00	10,501.54	113.46	98.93
	Materials & Supplies	30,860.00	24,812.74	2,490.18	474.72	26,828.20	4,031.80	86.94
10	Administration	1,848,735.00	1,465,906.94	178,156.73	8,444.76	1,635,618.91	213,116.09	88.47
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	8,500.00	9,120.00	0.00	0.00	9,120.00	-620.00	107.29
01-14-00-53-3100	Maintenance of Equipment	500.00	0.00	0.00	0.00	0.00	500.00	0.00
01-14-00-53-4100	Training	1,050.00	0.00	0.00	0.00	0.00	1,050.00	0.00
01-14-00-53-4275	WSCDC Contribution	224,144.00	187,254.89	22,941.00	0.00	210,195.89	13,948.11	93.78
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	242,694.00	196,374.89	22,941.00	0.00	219,315.89	23,378.11	90.37

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
14	E911	242,694.00	196,374.89	22,941.00	0.00	219,315.89	23,378.11	90.37
15	Boards and Commissions							
01-15-00-52-0320	FICA	665.00	189.54	0.00	0.00	189.54	475.46	28.50
01-15-00-52-0325	Medicare	155.00	44.32	0.00	0.00	44.32	110.68	28.59
01-15-00-52-0330	IMRF	885.00	269.31	0.00	0.00	269.31	615.69	30.43
01-15-00-52-0375	Fringe Benefits	720.00	600.00	60.00	0.00	660.00	60.00	91.67
	Benefits	2,425.00	1,103.17	60.00	0.00	1,163.17	1,261.83	47.97
01-15-00-53-0380	Consulting Services	150,000.00	52,308.86	3,359.52	0.00	55,668.38	94,331.62	37.11
01-15-00-53-0400	Secretarial Services	10,000.00	3,056.95	0.00	0.00	3,056.95	6,943.05	30.57
01-15-00-53-0420	Legal Services	10,000.00	10,065.00	672.00	0.00	10,737.00	-737.00	107.37
01-15-00-53-4100	Training	500.00	0.00	0.00	0.00	0.00	500.00	0.00
01-15-00-53-4250	Travel & Meeting	10,175.00	92.85	0.00	0.00	92.85	10,082.15	0.91
01-15-00-53-4300	Dues & Subscriptions	385.00	375.00	300.00	150.00	525.00	-140.00	136.36
01-15-00-53-4400	Medical & Screening	10,000.00	1,573.00	0.00	0.00	1,573.00	8,427.00	15.73
01-15-00-53-4450	Testing	8,000.00	9,458.18	0.00	0.00	9,458.18	-1,458.18	118.23
01-15-00-53-5300	AdvertisingLegal Notice	10,650.00	9,033.04	0.00	0.00	9,033.04	1,616.96	84.82
	Contractual Services	209,710.00	85,962.88	4,331.52	150.00	90,144.40	119,565.60	42.99
01-15-00-54-0100	Office Supplies	100.00	23.85	0.00	0.00	23.85	76.15	23.85
01-15-00-54-1300	Postage	25.00	18.24	0.00	0.00	18.24	6.76	72.96
	Materials & Supplies	125.00	42.09	0.00	0.00	42.09	82.91	33.67
15	Boards and Commissions	212,260.00	87,108.14	4,391.52	150.00	91,349.66	120,910.34	43.04
20	Building and Development							
01-20-00-51-0200	Full-Time Salaries	337,084.00	234,783.02	27,611.15	0.00	262,394.17	74,689.83	77.84
01-20-00-51-1700	Overtime	500.00	0.00	0.00	0.00	0.00	500.00	0.00
01-20-00-51-1950	Insurance Refusal	1,350.00	1,125.00	112.50	0.00	1,237.50	112.50	91.67
	Reimbursemnt							
01-20-00-51-3000	Part-Time Salaries	0.00	1,171.65	101.89	0.00	1,273.54	-1,273.54	0.00
	Personal Services	338,934.00	237,079.67	27,825.54	0.00	264,905.21	74,028.79	78.16
01-20-00-52-0320	FICA	20,263.00	13,838.80	1,670.41	0.00	15,509.21	4,753.79	76.54
01-20-00-52-0325	Medicare	4,895.00	3,347.42	390.66	0.00	3,738.08	1,156.92	76.37
01-20-00-52-0330	IMRF	29,741.00	19,364.59	1,886.74	0.00	21,251.33	8,489.67	71.45
01-20-00-52-0375	Fringe Benefits	3,456.00	660.60	96.00	0.00	756.60	2,699.40	21.89
01-20-00-52-0400	Health Insurance	37,471.00	33,240.01	11,732.22	609.79	44,362.44	-6,891.44	118.39
01-20-00-52-0425	Life Insurance	159.00	90.21	39.60	14.81	115.00	44.00	72.33
01-20-00-52-0430	VEBA Contributions	10,033.00	7,352.47	0.00	0.00	7,352.47	2,680.53	73.28

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
	Benefits	106,018.00	77,894.10	15,815.63	624.60	93,085.13	12,932.87	87.80
01-20-00-53-0370	Professional Services	13,680.00	8,546.91	1,460.19	0.00	10,007.10	3,672.90	73.15
01-20-00-53-0371	Recorder's Office Fees	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
01-20-00-53-1300	Inspection Services	65,000.00	66,414.50	2,400.00	0.00	68,814.50	-3,814.50	105.87
01-20-00-53-1305	Plan Review Services	35,000.00	37,305.65	3,287.20	0.00	40,592.85	-5,592.85	115.98
01-20-00-53-3200	Vehicle Maintenance	500.00	65.00	0.00	0.00	65.00	435.00	13.00
01-20-00-53-4100	Training	3,500.00	540.00	1,400.00	700.00	1,240.00	2,260.00	35.43
01-20-00-53-4300	Dues & Subscriptions	235.00	290.00	0.00	0.00	290.00	-55.00	123.40
	Contractual Services	118,915.00	113,162.06	8,547.39	700.00	121,009.45	-2,094.45	101.76
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	186.00	0.00	0.00	0.00	0.00	186.00	0.00
01-20-00-54-0600	Operating Supplies	500.00	0.00	106.25	0.00	106.25	393.75	21.25
	Materials & Supplies	1,336.00	0.00	106.25	0.00	106.25	1,229.75	7.95
01-20-00-57-5013	Transfer to CERF	1,934.00	1,611.70	161.17	0.00	1,772.87	161.13	91.67
	Other Financing Uses	1,934.00	1,611.70	161.17	0.00	1,772.87	161.13	91.67
20	Building and Development	567,137.00	429,747.53	52,455.98	1,324.60	480,878.91	86,258.09	84.79
30	Legal Services							
01-30-00-53-0420	Labor and Employment Legal Svc	50,000.00	9,756.25	2,378.75	0.00	12,135.00	37,865.00	24.27
01-30-00-53-0425	Village Attorney	165,000.00	68,170.48	16,436.46	0.00	84,606.94	80,393.06	51.28
01-30-00-53-0426	Village Prosecutor	18,000.00	9,192.06	5,968.85	0.00	15,160.91	2,839.09	84.23
	Contractual Services	233,000.00	87,118.79	24,784.06	0.00	111,902.85	121,097.15	48.03
30	Legal Services	233,000.00	87,118.79	24,784.06	0.00	111,902.85	121,097.15	48.03
40	Police Department							
01-40-00-51-0100	Salaries Sworn	3,003,649.00	2,401,466.94	239,757.73	0.00	2,641,224.67	362,424.33	87.93
01-40-00-51-0200	Salaries Regular	135,041.00	114,264.83	12,767.28	0.00	127,032.11	8,008.89	94.07
01-40-00-51-1500	Specialist Pay	43,718.00	28,766.13	2,245.64	0.00	31,011.77	12,706.23	70.94
01-40-00-51-1600	Holiday Pay	134,842.00	64,902.95	0.00	0.00	64,902.95	69,939.05	48.13
01-40-00-51-1700	Overtime	252,903.00	188,629.89	12,683.90	0.00	201,313.79	51,589.21	79.60
01-40-00-51-1727	IDOT STEP Overtime	9,609.00	0.00	0.00	0.00	0.00	9,609.00	0.00
01-40-00-51-1800	Educational Incentives	30,650.00	0.00	0.00	0.00	0.00	30,650.00	0.00
01-40-00-51-1950	Insurance Refusal Reim	5,400.00	2,700.00	225.00	0.00	2,925.00	2,475.00	54.17
01-40-00-51-3000	Part-Time Salaries	80,949.00	43,137.35	3,600.81	0.00	46,738.16	34,210.84	57.74
	Personal Services	3,696,761.00	2,843,868.09	271,280.36	0.00	3,115,148.45	581,612.55	84.27
01-40-00-52-0320	FICA	13,391.00	9,643.39	900.51	0.00	10,543.90	2,847.10	78.74

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-40-00-52-0325	Medicare	53,424.00	39,463.96	3,755.53	0.00	43,219.49	10,204.51	80.90
01-40-00-52-0330	IMRF	17,968.00	13,347.46	985.86	0.00	14,333.32	3,634.68	79.77
01-40-00-52-0375	Fringe Benefits	2,640.00	1,600.00	160.00	0.00	1,760.00	880.00	66.67
01-40-00-52-0400	Health Insurance	419,501.00	338,579.52	79,945.36	5,639.06	412,885.82	6,615.18	98.42
01-40-00-52-0420	Health Insurance - Retirees	93,073.00	85,469.50	32,237.83	13,983.35	103,723.98	-10,650.98	111.44
01-40-00-52-0425	Life Insurance	2,277.00	1,697.35	1,004.60	393.78	2,308.17	-31.17	101.37
01-40-00-52-0430	VEBA Contributions	72,360.00	57,698.25	0.00	0.00	57,698.25	14,661.75	79.74
01-40-00-53-0009	Contribution to Police Pension	1,959,903.00	919,717.28	521,430.79	0.00	1,441,148.07	518,754.93	73.53
	Benefits	2,634,537.00	1,467,216.71	640,420.48	20,016.19	2,087,621.00	546,916.00	79.24
01-40-00-53-0200	Communications	3,300.00	3,149.44	323.74	0.00	3,473.18	-173.18	105.25
01-40-00-53-0385	Administrative Adjudication	26,140.00	15,709.63	1,750.00	0.00	17,459.63	8,680.37	66.79
01-40-00-53-0410	IT Support	24,156.00	16,548.48	2,890.00	335.00	19,103.48	5,052.52	79.08
01-40-00-53-0430	Animal Control	1,775.00	1,080.00	0.00	0.00	1,080.00	695.00	60.85
01-40-00-53-3100	Maint of Equipment	16,631.00	4,452.43	120.00	0.00	4,572.43	12,058.57	27.49
01-40-00-53-3200	Maintenance of Vehicles	56,560.00	51,823.04	110.81	0.00	51,933.85	4,626.15	91.82
01-40-00-53-3600	Maintenance of Buildings	850.00	0.00	0.00	0.00	0.00	850.00	0.00
01-40-00-53-4100	Training	40,600.00	33,523.81	1,165.58	256.66	34,432.73	6,167.27	84.81
01-40-00-53-4200	Community Support Services	136,365.00	129,368.28	18,324.94	31.96	147,661.26	-11,296.26	108.28
01-40-00-53-4250	Travel & Meeting	3,450.00	257.67	310.00	0.00	567.67	2,882.33	16.45
01-40-00-53-4300	Dues & Subscriptions	8,838.00	8,086.35	701.70	27.72	8,760.33	77.67	99.12
01-40-00-53-4350	Printing	5,900.00	5,828.74	0.00	0.00	5,828.74	71.26	98.79
01-40-00-53-4400	Medical & Screening	5,465.00	2,836.00	0.00	0.00	2,836.00	2,629.00	51.89
01-40-00-53-5300	AdvertisingLegal Notice	0.00	298.00	0.00	0.00	298.00	-298.00	0.00
01-40-00-53-5400	Damage Claims	10,000.00	2,681.45	0.00	0.00	2,681.45	7,318.55	26.81
	Contractual Services	340,030.00	275,643.32	25,696.77	651.34	300,688.75	39,341.25	88.43
01-40-00-54-0100	Office Supplies	10,216.00	4,130.52	85.45	7.95	4,208.02	6,007.98	41.19
01-40-00-54-0150	Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-40-00-54-0200	Gas & Oil	40,898.00	52,412.79	5,065.78	0.00	57,478.57	-16,580.57	140.54
01-40-00-54-0300	Uniforms Sworn Personnel	36,925.00	33,306.25	3,605.75	2,747.61	34,164.39	2,760.61	92.52
01-40-00-54-0310	Uniforms Other Personnel	1,925.00	88.50	719.00	0.00	807.50	1,117.50	41.95
01-40-00-54-0400	Prisoner Care	3,650.00	2,082.46	136.00	0.00	2,218.46	1,431.54	60.78
01-40-00-54-0600	Operating Supplies	6,805.00	2,046.08	598.98	88.69	2,556.37	4,248.63	37.57
01-40-00-54-0601	Radios	8,350.00	130.00	6,097.37	0.00	6,227.37	2,122.63	74.58
01-40-00-54-0602	Firearms and Range Supplies	19,909.00	8,903.83	1,512.00	0.00	10,415.83	9,493.17	52.32
01-40-00-54-0603	Evidence Supplies	7,150.00	3,991.03	0.00	0.00	3,991.03	3,158.97	55.82
01-40-00-54-0605	DUI Expenditures	3,976.00	0.00	0.00	0.00	0.00	3,976.00	0.00
01-40-00-54-0610	Drug Forfeiture Expenditures	400.00	0.00	0.00	0.00	0.00	400.00	0.00
01-40-00-54-0615	Article 36 Exp	1,517.00	0.00	0.00	0.00	0.00	1,517.00	0.00
01-40-00-54-0620	Cannabis Tax Act Expenditures	21,091.00	2,582.10	0.00	0.00	2,582.10	18,508.90	12.24

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
	Materials & Supplies	162,812.00	109,673.56	17,820.33	2,844.25	124,649.64	38,162.36	76.56
01-40-00-57-5013	Transfer to CERF	305,227.00	254,355.80	25,435.58	0.00	279,791.38	25,435.62	91.67
	Other Financing Uses	305,227.00	254,355.80	25,435.58	0.00	279,791.38	25,435.62	91.67
40	Police Department	7,139,367.00	4,950,757.48	980,653.52	23,511.78	5,907,899.22	1,231,467.78	82.75
50	Fire Department							
01-50-00-51-0100	Salaries Sworn	2,109,605.00	1,726,633.81	178,804.74	0.00	1,905,438.55	204,166.45	90.32
01-50-00-51-0200	Salaries Regular	90,522.00	74,891.80	7,489.18	0.00	82,380.98	8,141.02	91.01
01-50-00-51-1500	Specialist Pay	146,613.00	140,469.12	12,651.20	0.00	153,120.32	-6,507.32	104.44
01-50-00-51-1600	Holiday Pay	90,703.00	45,023.45	0.00	0.00	45,023.45	45,679.55	49.64
01-50-00-51-1700	Overtime	136,000.00	176,853.78	19,054.33	0.00	195,908.11	-59,908.11	144.05
01-50-00-51-1800	Educational Incentives	14,050.00	17,000.00	0.00	0.00	17,000.00	-2,950.00	121.00
01-50-00-51-3000	Part-Time Salaries	35,680.00	29,180.76	3,675.12	0.00	32,855.88	2,824.12	92.08
	Personal Services	2,623,173.00	2,210,052.72	221,674.57	0.00	2,431,727.29	191,445.71	92.70
01-50-00-51-1950	Insurance Refusal Reimb	1,500.00	1,250.00	125.00	0.00	1,375.00	125.00	91.67
01-50-00-52-0320	FICA	9,963.00	13,673.82	1,483.89	0.00	15,157.71	-5,194.71	152.14
01-50-00-52-0325	Medicare	36,064.00	30,647.36	2,963.30	0.00	33,610.66	2,453.34	93.20
01-50-00-52-0330	IMRF	11,118.00	8,406.34	754.64	0.00	9,160.98	1,957.02	82.40
01-50-00-52-0375	Fringe Benefits	1,440.00	1,200.00	120.00	0.00	1,320.00	120.00	91.67
01-50-00-52-0400	Health Insurance	278,357.00	236,863.18	55,198.90	3,908.38	288,153.70	-9,796.70	103.52
01-50-00-52-0420	Health Insurance - Retirees	27,177.00	21,384.99	16,904.12	6,409.73	31,879.38	-4,702.38	117.30
01-50-00-52-0425	Life Insurance	1,458.00	1,096.62	546.36	201.44	1,441.54	16.46	98.87
01-50-00-52-0430	VEBA Contributions	69,284.00	47,183.64	0.00	0.00	47,183.64	22,100.36	68.10
01-50-00-53-0010	Contribution to Fire Pension	1,733,600.00	773,076.75	460,993.87	0.00	1,234,070.62	499,529.38	71.19
	Benefits	2,169,961.00	1,134,782.70	539,090.08	10,519.55	1,663,353.23	506,607.77	76.65
01-50-00-53-0200	Communications	4,000.00	3,548.37	333.01	0.00	3,881.38	118.62	97.03
01-50-00-53-0410	IT Support	12,695.00	9,044.19	0.00	0.00	9,044.19	3,650.81	71.24
01-50-00-53-3100	Maintenance of Equipment	7,300.00	6,817.95	205.30	0.00	7,023.25	276.75	96.21
01-50-00-53-3200	Maintenance of Vehicles	41,500.00	70,866.51	997.98	0.00	71,864.49	-30,364.49	173.17
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	1,500.00	1,034.64	6,700.21	0.00	7,734.85	-6,234.85	515.66
01-50-00-53-4100	Training	17,300.00	12,499.08	2,372.86	0.00	14,871.94	2,428.06	85.96
01-50-00-53-4200	Community Support Services	16,300.00	11,334.96	1,015.83	0.00	12,350.79	3,949.21	75.77
01-50-00-53-4250	Travel & Meeting	7,250.00	3,192.50	268.91	70.00	3,391.41	3,858.59	46.78
01-50-00-53-4300	Dues & Subscriptions	3,800.00	3,414.63	1,376.00	688.00	4,102.63	-302.63	107.96
01-50-00-53-4400	Medical & Screening	15,000.00	0.00	0.00	0.00	0.00	15,000.00	0.00
01-50-00-53-5700	GEMT Expenses	50,000.00	86,911.49	0.00	0.00	86,911.49	-36,911.49	173.82
	Contractual Services	177,145.00	208,664.32	13,270.10	758.00	221,176.42	-44,031.42	124.86

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-50-00-54-0100	Office Supplies	1,500.00	1,059.07	71.94	35.97	1,095.04	404.96	73.00
01-50-00-54-0150	Equipment	600.00	51,000.23	398.00	199.00	51,199.23	-50,599.23	8,533.21
01-50-00-54-0200	Gas & Oil	16,157.00	18,515.76	1,473.52	0.00	19,989.28	-3,832.28	123.72
01-50-00-54-0300	Uniforms Sworn Personnel	19,650.00	14,495.50	10,251.00	0.00	24,746.50	-5,096.50	125.94
01-50-00-54-0600	Operating Supplies	28,300.00	27,431.87	351.15	0.00	27,783.02	516.98	98.17
	Materials & Supplies	66,207.00	112,502.43	12,545.61	234.97	124,813.07	-58,606.07	188.52
01-50-00-57-5013	Transfer to CERF	269,755.00	224,795.80	22,479.58	0.00	247,275.38	22,479.62	91.67
	Other Financing Uses	269,755.00	224,795.80	22,479.58	0.00	247,275.38	22,479.62	91.67
50	Fire Department	5,306,241.00	3,890,797.97	809,059.94	11,512.52	4,688,345.39	617,895.61	88.36
60	Public Works							
01-60-01-51-0200	Salaries Regular	512,797.00	439,749.01	44,659.04	0.00	484,408.05	28,388.95	94.46
01-60-01-51-1500	Certification Pay	6,750.00	4,000.00	0.00	0.00	4,000.00	2,750.00	59.26
01-60-01-51-1700	Overtime	50,000.00	28,617.39	5,594.81	0.00	34,212.20	15,787.80	68.42
01-60-01-51-1950	Insurance Refusal Reim	250.00	0.00	0.00	0.00	0.00	250.00	0.00
01-60-01-51-3000	Part-Time Salaries	9,000.00	7,395.00	2,731.50	0.00	10,126.50	-1,126.50	112.52
	Personal Services	578,797.00	479,761.40	52,985.35	0.00	532,746.75	46,050.25	92.04
01-60-01-52-0320	FICA	35,188.00	28,930.93	3,246.38	0.00	32,177.31	3,010.69	91.44
01-60-01-52-0325	Medicare	8,319.00	6,880.02	759.27	0.00	7,639.29	679.71	91.83
01-60-01-52-0330	IMRF	50,545.00	38,632.73	3,484.56	0.00	42,117.29	8,427.71	83.33
01-60-01-52-0375	Fringe Benefits	3,216.00	2,856.60	354.00	0.00	3,210.60	5.40	99.83
01-60-01-52-0400	Health Insurance	148,633.00	117,765.96	7,739.52	548.96	124,956.52	23,676.48	84.07
01-60-01-52-0420	Health Insurance - Retirees	15,513.00	16,036.17	3,965.54	4,554.39	15,447.32	65.68	99.58
01-60-01-52-0425	Life Insurance	267.00	161.77	36.94	7.20	191.51	75.49	71.73
01-60-01-52-0430	VEBA Contributions	6,433.00	6,292.06	0.00	0.00	6,292.06	140.94	97.81
	Benefits	268,114.00	217,556.24	19,586.21	5,110.55	232,031.90	36,082.10	86.54
01-60-01-53-0200	Communications	1,990.00	2,269.01	268.49	0.00	2,537.50	-547.50	127.51
01-60-01-53-0380	Consulting Services	39,500.00	3,930.99	0.00	0.00	3,930.99	35,569.01	9.95
01-60-01-53-0410	IT Support	22,161.00	21,264.90	1,856.25	0.00	23,121.15	-960.15	104.33
01-60-01-53-1310	Julie Notifications	1,250.00	981.68	0.00	0.00	981.68	268.32	78.53
01-60-01-53-3100	Maintenance of Equipment	3,500.00	2,719.91	0.00	0.00	2,719.91	780.09	77.71
01-60-01-53-3200	Maintenance of Vehicles	30,500.00	22,552.52	2,748.14	0.00	25,300.66	5,199.34	82.95
01-60-01-53-3400	Maintenance TrafficSt Lights	74,500.00	69,434.39	8,017.91	0.00	77,452.30	-2,952.30	103.96
01-60-01-53-3550	Tree Maintenance	104,500.00	81,801.78	0.00	0.00	81,801.78	22,698.22	78.28
01-60-01-53-3600	Maintenance of Bldgs & Grounds	74,170.00	68,409.41	792.70	0.00	69,202.11	4,967.89	93.30
01-60-01-53-3610	Maintenance Sidewalks	55,000.00	52,239.32	0.00	0.00	52,239.32	2,760.68	94.98
01-60-01-53-3620	Maintenance Streets	59,000.00	69,690.33	0.00	0.00	69,690.33	-10,690.33	118.12

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-60-01-53-4100	Training	1,200.00	809.33	1,264.20	632.10	1,441.43	-241.43	120.12
01-60-01-53-4250	Travel & Meeting	6,460.00	3,960.00	0.00	0.00	3,960.00	2,500.00	61.30
01-60-01-53-4300	Dues & Subscriptions	7,120.00	6,721.35	190.00	0.00	6,911.35	208.65	97.07
01-60-01-53-4400	Medical & Screening	1,350.00	2,823.00	0.00	0.00	2,823.00	-1,473.00	209.11
01-60-01-53-5300	AdvertisingLegal Notice	1,500.00	4,411.00	161.00	0.00	4,572.00	-3,072.00	304.80
01-60-01-53-5350	Dumping Fees	13,000.00	7,176.63	443.08	0.00	7,619.71	5,380.29	58.61
01-60-01-53-5400	Damage Claims	25,000.00	23,292.20	99.66	0.00	23,391.86	1,608.14	93.57
01-60-01-53-5450	St Light Electricity	29,000.00	22,562.07	2,578.26	0.00	25,140.33	3,859.67	86.69
01-60-05-53-5500	Collection & Disposal	1,176,068.00	869,998.02	97,368.42	0.00	967,366.44	208,701.56	82.25
01-60-05-53-5510	Leaf Disposal	72,000.00	59,194.77	0.00	0.00	59,194.77	12,805.23	82.21
	Contractual Services	1,798,769.00	1,396,242.61	115,788.11	632.10	1,511,398.62	287,370.38	84.02
01-60-01-54-0100	Office Supplies	1,000.00	353.48	48.92	24.46	377.94	622.06	37.79
01-60-01-54-0150	Equipment	0.00	38.14	0.00	0.00	38.14	-38.14	0.00
01-60-01-54-0200	Gas & Oil	13,762.00	20,269.28	1,561.48	0.00	21,830.76	-8,068.76	158.63
01-60-01-54-0310	Uniforms	5,875.00	4,946.90	441.06	0.00	5,387.96	487.04	91.71
01-60-01-54-0500	Vehicle Parts	12,000.00	3,936.49	355.61	0.00	4,292.10	7,707.90	35.77
01-60-01-54-0600	Operating Supplies & Equipment	38,770.00	29,622.04	3,858.57	852.24	32,628.37	6,141.63	84.16
01-60-01-54-0800	Trees	36,000.00	17,970.00	0.00	0.00	17,970.00	18,030.00	49.92
01-60-05-54-0600	Operating Supplies	500.00	0.00	0.00	0.00	0.00	500.00	0.00
	Materials & Supplies	107,907.00	77,136.33	6,265.64	876.70	82,525.27	25,381.73	76.48
01-60-01-57-5013	Transfer to CERF	224,862.00	187,385.00	18,738.50	0.00	206,123.50	18,738.50	91.67
	Other Financing Uses	224,862.00	187,385.00	18,738.50	0.00	206,123.50	18,738.50	91.67
60	Public Works	2,978,449.00	2,358,081.58	213,363.81	6,619.35	2,564,826.04	413,622.96	86.11
	Expense	18,527,883.00	13,465,893.32	2,285,806.56	51,563.01	15,700,136.87	2,827,746.13	84.74
01	General Fund	338,777.00	-1,104,261.52	2,287,865.14	2,870,748.97	-1,687,145.35	2,025,922.35	-498.01

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	23,000.00	27,621.00	0.00	800.00	28,421.00	-5,421.00	123.57
	Licenses & Permits	23,000.00	27,621.00	0.00	800.00	28,421.00	-5,421.00	123.57
02-00-00-43-3100	Water Sales	3,520,686.00	2,937,789.34	287.01	176,956.73	3,114,459.06	406,226.94	88.46
02-00-00-43-3150	Sewer Sales	2,229,926.00	1,816,394.56	94.92	110,280.94	1,926,580.58	303,345.42	86.40
02-00-00-43-3160	Water Penalties	28,969.00	20,864.80	27.34	3,805.60	24,643.06	4,325.94	85.07
02-00-00-43-3515	NSF Fees	200.00	500.00	0.00	25.00	525.00	-325.00	262.50
	Charges for Services	5,779,781.00	4,775,548.70	409.27	291,068.27	5,066,207.70	713,573.30	87.65
02-00-00-45-5100	Interest	1,253.00	37,504.98	0.00	7,317.66	44,822.64	-43,569.64	3,577.23
02-00-00-45-5200	Net Change in Fair Value	0.00	-3,257.91	0.00	1,694.94	-1,562.97	1,562.97	0.00
	Interest	1,253.00	34,247.07	0.00	9,012.60	43,259.67	-42,006.67	3,452.49
02-00-00-46-6410	Miscellaneous	5,000.00	900.00	100.00	200.00	1,000.00	4,000.00	20.00
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	10,553.00	0.00	516.00	11,069.00	-1,069.00	110.69
	Miscellaneous	17,000.00	11,453.00	100.00	716.00	12,069.00	4,931.00	70.99
00		5,821,034.00	4,848,869.77	509.27	301,596.87	5,149,957.37	671,076.63	88.47
	Revenue	5,821,034.00	4,848,869.77	509.27	301,596.87	5,149,957.37	671,076.63	88.47
60	Public Works							
02-60-06-51-0200	Salaries Regular	874,052.00	676,266.85	66,042.84	1,891.68	740,418.01	133,633.99	84.71
02-60-06-51-1500	Specialists Pay	0.00	1,400.00	0.00	0.00	1,400.00	-1,400.00	0.00
02-60-06-51-1700	Overtime	12,000.00	3,718.19	2,192.75	95.98	5,814.96	6,185.04	48.46
02-60-06-51-1950	Insurance Refusal	389.00	162.50	25.00	0.00	187.50	201.50	48.20
	Reimb							
02-60-06-51-3000	Part-Time Salaries	9,000.00	672.00	0.00	0.00	672.00	8,328.00	7.47
	Personal Services	895,441.00	682,219.54	68,260.59	1,987.66	748,492.47	146,948.53	83.59
02-60-06-52-0320	FICA	54,239.00	39,945.40	3,829.35	0.00	43,774.75	10,464.25	80.71
02-60-06-52-0325	Medicare	13,048.00	9,679.37	895.57	0.00	10,574.94	2,473.06	81.05
02-60-06-52-0330	IMRF	78,552.00	56,471.68	4,787.67	0.00	61,259.35	17,292.65	77.99
02-60-06-52-0375	Fringe Benefits	6,180.00	3,436.06	347.00	0.00	3,783.06	2,396.94	61.21
02-60-06-52-0400	Health Insurance	183,597.00	149,655.41	17,526.32	1,163.92	166,017.81	17,579.19	90.43
02-60-06-52-0420	Health Insurance - Retirees	3,269.00	4,974.72	0.00	510.66	4,464.06	-1,195.06	136.56
02-60-06-52-0425	Life Insurance	478.00	371.56	411.58	186.89	596.25	-118.25	124.74
02-60-06-52-0430	VEBA Contributions	16,202.00	15,294.56	0.00	0.00	15,294.56	907.44	94.40
	Benefits	355,565.00	279,828.76	27,797.49	1,861.47	305,764.78	49,800.22	85.99

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
02-60-06-53-0100	Electricity	38,004.00	24,473.59	2,096.10	0.00	26,569.69	11,434.31	69.91
02-60-06-53-0200	Communications	8,160.00	3,647.62	474.32	0.00	4,121.94	4,038.06	50.51
02-60-06-53-0300	Auditing	9,900.00	9,798.84	0.00	0.00	9,798.84	101.16	98.98
02-60-06-53-0380	Consulting Services	249,209.00	90,550.14	1,490.02	0.00	92,040.16	157,168.84	36.93
02-60-06-53-0410	IT Support	111,773.00	75,954.77	14,991.89	77.29	90,869.37	20,903.63	81.30
02-60-06-53-1300	Inspections	1,200.00	1,339.35	100.00	0.00	1,439.35	-239.35	119.95
02-60-06-53-1310	JULIE Participation	2,345.00	981.68	0.00	0.00	981.68	1,363.32	41.86
02-60-06-53-2100	Bank Fees	42,500.00	37,827.04	2,728.54	0.00	40,555.58	1,944.42	95.42
02-60-06-53-2200	Liability Insurance	41,978.00	36,487.82	4,478.39	0.00	40,966.21	1,011.79	97.59
02-60-06-53-2250	IRMA Deductible	9,500.00	0.00	0.00	0.00	0.00	9,500.00	0.00
02-60-06-53-3050	Water System Maintenance	123,500.00	42,619.88	10,652.79	0.00	53,272.67	70,227.33	43.14
02-60-06-53-3055	Hydrant Maintenance	10,000.00	9,586.50	0.00	0.00	9,586.50	413.50	95.87
02-60-06-53-3200	Maintenance of Vehicles	8,000.00	11,629.36	1,374.99	0.00	13,004.35	-5,004.35	162.55
02-60-06-53-3300	Maint of Office Equipment	1,000.00	779.91	80.90	0.00	860.81	139.19	86.08
02-60-06-53-3600	Maintenance of Buildings	14,750.00	6,953.51	0.00	0.00	6,953.51	7,796.49	47.14
02-60-06-53-3620	Maintenance of Streets	15,000.00	0.00	0.00	0.00	0.00	15,000.00	0.00
02-60-06-53-3630	Overhead Sewer Program	59,000.00	54,702.75	4,000.00	0.00	58,702.75	297.25	99.50
02-60-06-53-3631	Lead Service Line Program	50,000.00	117,500.00	7,500.00	0.00	125,000.00	-75,000.00	250.00
02-60-06-53-3640	SewerCatch Basin Repair	50,000.00	6,150.64	0.00	0.00	6,150.64	43,849.36	12.30
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	3,740.00	1,466.91	400.00	800.00	1,066.91	2,673.09	28.53
02-60-06-53-4300	Dues & Subscriptions	1,490.00	1,077.00	0.00	0.00	1,077.00	413.00	72.28
02-60-06-53-4350	Printing	3,205.00	1,482.78	201.46	0.00	1,684.24	1,520.76	52.55
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	3,590.00	1,108.80	752.50	0.00	1,861.30	1,728.70	51.85
02-60-06-53-5300	AdvertisingLegal Notice	500.00	161.00	0.00	0.00	161.00	339.00	32.20
02-60-06-53-5350	Dumping Fees	20,000.00	14,146.14	3,192.00	0.00	17,338.14	2,661.86	86.69
02-60-06-53-5400	Damage Claims	4,000.00	0.00	0.00	0.00	0.00	4,000.00	0.00
	Contractual Services	884,194.00	550,426.03	54,513.90	877.29	604,062.64	280,131.36	68.32
02-60-06-54-0100	Office Supplies	500.00	0.00	0.00	0.00	0.00	500.00	0.00
02-60-06-54-0200	Gas & Oil	17,509.00	14,042.49	1,133.52	0.00	15,176.01	2,332.99	86.68
02-60-06-54-0310	Uniforms	1,525.00	1,438.25	0.00	0.00	1,438.25	86.75	94.31
02-60-06-54-0500	Vehicle Parts	10,000.00	4,692.77	714.91	0.00	5,407.68	4,592.32	54.08
02-60-06-54-0600	Operating Supplies	222,994.00	25,391.01	3,221.60	155.41	28,457.20	194,536.80	12.76
02-60-06-54-1300	Postage	7,978.00	6,018.43	773.34	0.00	6,791.77	1,186.23	85.13
02-60-06-54-2200	Water from Chicago	1,894,725.00	1,336,472.40	108,919.77	0.00	1,445,392.17	449,332.83	76.29
	Materials & Supplies	2,155,231.00	1,388,055.35	114,763.14	155.41	1,502,663.08	652,567.92	69.72

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
02-60-06-55-1150	Sewer System Improvements	225,000.00	156,075.50	0.00	0.00	156,075.50	68,924.50	69.37
02-60-06-55-1300	Water System Improvements	333,000.00	49,240.80	0.00	0.00	49,240.80	283,759.20	14.79
02-60-06-55-9100	Street Improvements	70,000.00	20,000.00	0.00	0.00	20,000.00	50,000.00	28.57
	Capital Outlay	628,000.00	225,316.30	0.00	0.00	225,316.30	402,683.70	35.88
02-60-06-55-0010	Depreciation Expense	380,756.00	0.00	0.00	0.00	0.00	380,756.00	0.00
	Depreciation	380,756.00	0.00	0.00	0.00	0.00	380,756.00	0.00
02-60-06-56-0104	IEPA Loan Principal	677,949.00	677,949.77	0.00	0.00	677,949.77	-0.77	100.00
02-60-06-56-0105	IEPA Loan Interest	239,196.00	239,196.03	0.00	0.00	239,196.03	-0.03	100.00
	Debt Service	917,145.00	917,145.80	0.00	0.00	917,145.80	-0.80	100.00
02-60-06-57-5013	Transfer to CERF	111,467.00	92,889.20	9,288.92	0.00	102,178.12	9,288.88	91.67
	Other Financing Uses	<u>111,467.00</u>	<u>92,889.20</u>	<u>9,288.92</u>	<u>0.00</u>	<u>102,178.12</u>	<u>9,288.88</u>	<u>91.67</u>
60	Public Works	<u>6,327,799.00</u>	<u>4,135,880.98</u>	<u>274,624.04</u>	<u>4,881.83</u>	<u>4,405,623.19</u>	<u>1,922,175.81</u>	<u>69.62</u>
	Expense	<u>6,327,799.00</u>	<u>4,135,880.98</u>	<u>274,624.04</u>	<u>4,881.83</u>	<u>4,405,623.19</u>	<u>1,922,175.81</u>	<u>69.62</u>
02	Water & Sewer Fund	506,765.00	-712,988.79	275,133.31	306,478.70	-744,334.18	1,251,099.18	-146.88

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	874.00	20,817.04	0.00	5,716.27	26,533.31	-25,659.31	3,035.85
03-00-00-45-5200	Net Change in Fair Value	0.00	-4,176.03	0.00	563.41	-3,612.62	3,612.62	0.00
	Interest	874.00	16,641.01	0.00	6,279.68	22,920.69	-22,046.69	2,622.50
03-00-00-47-7100	State Allotment	278,865.00	223,942.63	0.00	18,550.86	242,493.49	36,371.51	86.96
03-00-00-47-7200	State Renewal Allotment	197,431.00	168,830.21	0.00	18,989.95	187,820.16	9,610.84	95.13
03-00-00-47-7250	State Rebuild Bond Fund Disb	122,713.00	122,713.13	0.00	0.00	122,713.13	-0.13	100.00
	Intergovernmental	599,009.00	515,485.97	0.00	37,540.81	553,026.78	45,982.22	92.32
00		599,883.00	532,126.98	0.00	43,820.49	575,947.47	23,935.53	96.01
	Revenue	599,883.00	532,126.98	0.00	43,820.49	575,947.47	23,935.53	96.01
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	140,000.00	135,285.07	0.00	0.00	135,285.07	4,714.93	96.63
	Contractual Services	140,060.00	135,285.07	0.00	0.00	135,285.07	4,774.93	96.59
03-00-00-54-2100	Snow & Ice Control	54,766.00	7,063.61	0.00	0.00	7,063.61	47,702.39	12.90
	Materials & Supplies	54,766.00	7,063.61	0.00	0.00	7,063.61	47,702.39	12.90
03-00-00-55-9100	Street Improvement	350,000.00	95,070.76	0.00	0.00	95,070.76	254,929.24	27.16
	Capital Outlay	350,000.00	95,070.76	0.00	0.00	95,070.76	254,929.24	27.16
00		544,826.00	237,419.44	0.00	0.00	237,419.44	307,406.56	43.58
	Expense	544,826.00	237,419.44	0.00	0.00	237,419.44	307,406.56	43.58
03	Motor Fuel Tax Fund	-55,057.00	-294,707.54	0.00	43,820.49	-338,528.03	283,471.03	614.87

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	123,722.00	135,590.89	0.00	2,326.31	137,917.20	-14,195.20	111.47
05-00-00-41-1021	Property Taxes Current	139,953.00	0.00	0.00	65,878.63	65,878.63	74,074.37	47.07
	Property Taxes	263,675.00	135,590.89	0.00	68,204.94	203,795.83	59,879.17	77.29
05-00-00-45-5100	Interest	155.00	4,220.26	0.00	546.07	4,766.33	-4,611.33	3,075.05
	Interest	<u>155.00</u>	<u>4,220.26</u>	<u>0.00</u>	<u>546.07</u>	<u>4,766.33</u>	<u>-4,611.33</u>	<u>3,075.05</u>
00		<u>263,830.00</u>	<u>139,811.15</u>	<u>0.00</u>	<u>68,751.01</u>	<u>208,562.16</u>	<u>55,267.84</u>	<u>79.05</u>
	Revenue	263,830.00	139,811.15	0.00	68,751.01	208,562.16	55,267.84	79.05
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
05-00-00-56-0035	2020 GO Bond Principal	0.00	0.00	0.00	0.00	0.00	0.00	0.00
05-00-00-56-0036	2020 GO Bond Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00
05-00-00-56-0037	2022 GO Bond Principal	275,000.00	275,000.00	0.00	0.00	275,000.00	0.00	100.00
	Debt Service	275,000.00	275,000.00	0.00	0.00	275,000.00	0.00	100.00
05-00-00-56-0038	2022 GO Bond Interest	3,434.00	3,483.33	0.00	0.00	3,483.33	-49.33	101.44
	Interest on Debt	<u>3,434.00</u>	<u>3,483.33</u>	<u>0.00</u>	<u>0.00</u>	<u>3,483.33</u>	<u>-49.33</u>	<u>101.44</u>
00		<u>278,934.00</u>	<u>278,483.33</u>	<u>0.00</u>	<u>0.00</u>	<u>278,483.33</u>	<u>450.67</u>	<u>99.84</u>
	Expense	<u>278,934.00</u>	<u>278,483.33</u>	<u>0.00</u>	<u>0.00</u>	<u>278,483.33</u>	<u>450.67</u>	<u>99.84</u>
05	Debt Service Fund	15,104.00	138,672.18	0.00	68,751.01	69,921.17	-54,817.17	462.93

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
09	Police Pension Fund							
00								
09-00-00-45-5100	Interest	560,000.00	242,840.01	0.00	0.00	242,840.01	317,159.99	43.36
09-00-00-45-5200	Net Change in Fair Value	2,023,653.00	635,131.35	0.00	0.00	635,131.35	1,388,521.65	31.39
	Interest	2,583,653.00	877,971.36	0.00	0.00	877,971.36	1,705,681.64	33.98
09-00-00-41-1100	Employer Contribution	1,959,903.00	919,717.28	0.00	521,430.79	1,441,148.07	518,754.93	73.53
09-00-00-46-7350	Employee Contribution	310,063.00	246,420.07	0.00	24,159.34	270,579.41	39,483.59	87.27
	Grants & Contributions	2,269,966.00	1,166,137.35	0.00	545,590.13	1,711,727.48	558,238.52	75.41
00		4,853,619.00	2,044,108.71	0.00	545,590.13	2,589,698.84	2,263,920.16	53.36
	Revenue	4,853,619.00	2,044,108.71	0.00	545,590.13	2,589,698.84	2,263,920.16	53.36
00								
09-00-00-52-6100	Pensions	2,813,266.00	1,973,086.71	0.00	0.00	1,973,086.71	840,179.29	70.14
09-00-00-52-6150	Pension Refund	50,000.00	554.07	0.00	0.00	554.07	49,445.93	1.11
	Benefits	2,863,266.00	1,973,640.78	0.00	0.00	1,973,640.78	889,625.22	68.93
09-00-00-53-0300	Audit Services	2,310.00	2,205.00	0.00	0.00	2,205.00	105.00	95.45
09-00-00-53-0350	Actuarial Services	4,205.00	1,250.00	0.00	0.00	1,250.00	2,955.00	29.73
09-00-00-53-0360	Payroll Services	30,550.00	15,695.00	0.00	0.00	15,695.00	14,855.00	51.37
09-00-00-53-0380	Consulting Services	0.00	32,493.54	0.00	0.00	32,493.54	-32,493.54	0.00
09-00-00-53-0420	Legal Services	18,000.00	3,087.50	0.00	0.00	3,087.50	14,912.50	17.15
09-00-00-53-2100	Bank Fees	100.00	2,370.32	0.00	0.00	2,370.32	-2,270.32	2,370.32
09-00-00-53-4100	Training	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
09-00-00-53-4250	Travel & Meeting	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
09-00-00-53-4300	Dues & Subscriptions	795.00	795.00	0.00	0.00	795.00	0.00	100.00
09-00-00-53-4400	Medical & Screening	1,800.00	0.00	0.00	0.00	0.00	1,800.00	0.00
09-00-00-54-3100	Misc Expenditures	14,377.00	19,244.39	0.00	0.00	19,244.39	-4,867.39	133.86
	Contractual Services	74,137.00	77,140.75	0.00	0.00	77,140.75	-3,003.75	104.05
00		2,937,403.00	2,050,781.53	0.00	0.00	2,050,781.53	886,621.47	69.82
	Expense	2,937,403.00	2,050,781.53	0.00	0.00	2,050,781.53	886,621.47	69.82
09	Police Pension Fund	-1,916,216.00	6,672.82	0.00	545,590.13	-538,917.31	-1,377,298.69	28.12

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
10	Fire Pension Fund							
00								
10-00-00-45-5100	InterestDividends	253,565.00	109,091.06	0.00	0.00	109,091.06	144,473.94	43.02
10-00-00-45-5200	Net Change in Fair Value	1,222,440.00	-58,473.11	0.00	0.00	-58,473.11	1,280,913.11	-4.78
	Interest	1,476,005.00	50,617.95	0.00	0.00	50,617.95	1,425,387.05	3.43
10-00-00-41-1100	Employer Contribution	1,733,600.00	773,076.75	0.00	460,993.87	1,234,070.62	499,529.38	71.19
10-00-00-46-7350	Employee Contribution	217,664.00	198,963.11	0.00	16,849.37	215,812.48	1,851.52	99.15
	Grants & Contributions	1,951,264.00	972,039.86	0.00	477,843.24	1,449,883.10	501,380.90	74.30
00		3,427,269.00	1,022,657.81	0.00	477,843.24	1,500,501.05	1,926,767.95	43.78
	Revenue	3,427,269.00	1,022,657.81	0.00	477,843.24	1,500,501.05	1,926,767.95	43.78
00								
10-00-00-52-6100	Pensions	2,239,929.00	1,631,213.39	0.00	0.00	1,631,213.39	608,715.61	72.82
	Benefits	2,239,929.00	1,631,213.39	0.00	0.00	1,631,213.39	608,715.61	72.82
10-00-00-53-0300	Audit Services	2,310.00	2,205.00	0.00	0.00	2,205.00	105.00	95.45
10-00-00-53-0350	Actuarial Services	3,815.00	4,020.00	0.00	0.00	4,020.00	-205.00	105.37
10-00-00-53-0360	Payroll Services	15,595.00	11,885.00	0.00	0.00	11,885.00	3,710.00	76.21
10-00-00-53-0380	Consulting Services	0.00	8,678.45	0.00	0.00	8,678.45	-8,678.45	0.00
10-00-00-53-0420	Legal Services	6,000.00	3,087.50	0.00	0.00	3,087.50	2,912.50	51.46
10-00-00-53-2100	Bank Fees	2,200.00	129.25	0.00	0.00	129.25	2,070.75	5.88
10-00-00-53-4100	Training	500.00	0.00	0.00	0.00	0.00	500.00	0.00
10-00-00-53-4250	Travel & Meeting	500.00	200.00	0.00	0.00	200.00	300.00	40.00
10-00-00-53-4300	Dues & Subscriptions	795.00	795.00	0.00	0.00	795.00	0.00	100.00
10-00-00-53-4400	Medical & Screening	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
10-00-00-54-1300	Postage	50.00	0.00	0.00	0.00	0.00	50.00	0.00
10-00-00-54-3100	Misc Expenditures	18,210.00	12,233.65	0.00	0.00	12,233.65	5,976.35	67.18
	Contractual Services	50,975.00	43,233.85	0.00	0.00	43,233.85	7,741.15	84.81
00		2,290,904.00	1,674,447.24	0.00	0.00	1,674,447.24	616,456.76	73.09
	Expense	2,290,904.00	1,674,447.24	0.00	0.00	1,674,447.24	616,456.76	73.09
10	Fire Pension Fund	-1,136,365.00	651,789.43	0.00	477,843.24	173,946.19	-1,310,311.19	-15.31

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	25,605.00	32,151.24	0.00	4,850.10	37,001.34	-11,396.34	144.51
13-00-00-45-5200	Net Change in Fair Value	0.00	-60,663.61	0.00	24,709.31	-35,954.30	35,954.30	0.00
	Interest	25,605.00	-28,512.37	0.00	29,559.41	1,047.04	24,557.96	4.09
13-00-00-47-7001	From General Fund	801,778.00	668,148.30	0.00	66,814.83	734,963.13	66,814.87	91.67
13-00-00-47-7002	Transfer from Water and Sewer	111,467.00	92,889.20	0.00	9,288.92	102,178.12	9,288.88	91.67
13-00-00-48-8000	Sale of Property	25,000.00	8,074.25	0.00	0.00	8,074.25	16,925.75	32.30
	Other Financing Sources	938,245.00	769,111.75	0.00	76,103.75	845,215.50	93,029.50	90.08
00		963,850.00	740,599.38	0.00	105,663.16	846,262.54	117,587.46	87.80
	Revenue	963,850.00	740,599.38	0.00	105,663.16	846,262.54	117,587.46	87.80
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
13-00-00-55-0500	Building Improvements	33,477.00	0.00	0.00	0.00	0.00	33,477.00	0.00
13-00-00-55-8700	Police Vehicles	103,176.00	82,818.00	0.00	0.00	82,818.00	20,358.00	80.27
13-00-00-55-8720	Police Equipment	40,411.00	0.00	0.00	0.00	0.00	40,411.00	0.00
13-00-00-55-8800	Fire Dept Vehicle	263,500.00	0.00	0.00	0.00	0.00	263,500.00	0.00
13-00-00-55-8850	Fire Dept Equipment	45,000.00	0.00	42,445.00	0.00	42,445.00	2,555.00	94.32
13-00-00-55-8910	PW Vehicles	241,200.00	0.00	0.00	0.00	0.00	241,200.00	0.00
	Capital Outlay	726,764.00	82,818.00	42,445.00	0.00	125,263.00	601,501.00	17.24
00		726,864.00	82,818.00	42,445.00	0.00	125,263.00	601,601.00	17.23
	Expense	726,864.00	82,818.00	42,445.00	0.00	125,263.00	601,601.00	17.23
13	Capital Equip Replacement Fund	-236,986.00	-657,781.38	42,445.00	105,663.16	-720,999.54	484,013.54	304.24

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	3,500.00	3,500.50	0.00	0.00	3,500.50	-0.50	100.01
14-00-00-43-3220	Parking Lot Permit Fees	31,749.00	14,496.60	0.00	0.00	14,496.60	17,252.40	45.66
	Charges for Services	35,249.00	17,997.10	0.00	0.00	17,997.10	17,251.90	51.06
14-00-00-44-4240	Automated Traffic Enf Fines	850,000.00	125,003.15	311.92	17,438.97	142,130.20	707,869.80	16.72
	Fines & Forfeits	850,000.00	125,003.15	311.92	17,438.97	142,130.20	707,869.80	16.72
14-00-00-45-5100	Interest	18.00	48,976.65	0.00	8,101.74	57,078.39	-57,060.39	317,102.17
14-00-00-45-5200	Net Change in Fair Value	0.00	-10,210.52	0.00	3,430.04	-6,780.48	6,780.48	0.00
	Interest	18.00	38,766.13	0.00	11,531.78	50,297.91	-50,279.91	279,432.83
14-00-00-47-7018	Transfer From Infrast Imp BF	256,590.00	0.00	0.00	0.00	0.00	256,590.00	0.00
	Other Financing Sources	<u>256,590.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>256,590.00</u>	<u>0.00</u>
00		<u>1,141,857.00</u>	<u>181,766.38</u>	<u>311.92</u>	<u>28,970.75</u>	<u>210,425.21</u>	<u>931,431.79</u>	<u>18.43</u>
	Revenue	1,141,857.00	181,766.38	311.92	28,970.75	210,425.21	931,431.79	18.43
00								
14-00-00-53-0370	Professional Services	0.00	39,212.00	0.00	0.00	39,212.00	-39,212.00	0.00
14-00-00-53-0380	Consulting Services	25,000.00	9,139.50	1,527.25	0.00	10,666.75	14,333.25	42.67
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	37,000.00	60,351.50	1,527.25	0.00	61,878.75	-24,878.75	167.24
14-00-00-55-0500	Building Improvements	78,000.00	1,500.00	0.00	0.00	1,500.00	76,500.00	1.92
14-00-00-55-1205	Streetscape Improvements	46,000.00	1,217.45	0.00	0.00	1,217.45	44,782.55	2.65
14-00-00-55-1210	Parking Lot Improvements	150,000.00	0.00	0.00	0.00	0.00	150,000.00	0.00
14-00-00-55-1250	Alley Improvements	2,522,582.00	1,894,946.68	0.00	0.00	1,894,946.68	627,635.32	75.12
14-00-00-55-8620	Information Technology Equipme	491,864.00	63,265.66	8,731.46	87.97	71,909.15	419,954.85	14.62
	Capital Outlay	<u>3,288,446.00</u>	<u>1,960,929.79</u>	<u>8,731.46</u>	<u>87.97</u>	<u>1,969,573.28</u>	<u>1,318,872.72</u>	<u>59.89</u>

<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>
00		<u>3,325,446.00</u>	<u>2,021,281.29</u>	<u>10,258.71</u>	<u>87.97</u>	<u>2,031,452.03</u>	<u>1,293,993.97</u>	<u>61.09</u>
	Expense	<u>3,325,446.00</u>	<u>2,021,281.29</u>	<u>10,258.71</u>	<u>87.97</u>	<u>2,031,452.03</u>	<u>1,293,993.97</u>	<u>61.09</u>
14	Capital Improvement Fund	2,183,589.00	1,839,514.91	10,570.63	29,058.72	1,821,026.82	362,562.18	83.40

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	332,503.00	227,068.93	0.00	5,991.50	233,060.43	99,442.57	70.09
31-00-00-41-1021	Property Taxes-Current Year	339,153.00	0.00	0.00	127,190.40	127,190.40	211,962.60	37.50
	Property Taxes	671,656.00	227,068.93	0.00	133,181.90	360,250.83	311,405.17	53.64
31-00-00-45-5100	Interest	608.00	26,906.75	0.00	5,273.26	32,180.01	-31,572.01	5,292.76
	Interest	608.00	26,906.75	0.00	5,273.26	32,180.01	-31,572.01	5,292.76
00		672,264.00	253,975.68	0.00	138,455.16	392,430.84	279,833.16	58.37
	Revenue	672,264.00	253,975.68	0.00	138,455.16	392,430.84	279,833.16	58.37
00								
31-00-00-53-0100	Electricity & Natural Gas	0.00	1,236.36	0.00	0.00	1,236.36	-1,236.36	0.00
31-00-00-53-0300	Audit Services	1,000.00	500.00	0.00	0.00	500.00	500.00	50.00
31-00-00-53-0380	Consulting Services	11,000.00	40,076.92	4,549.33	0.00	44,626.25	-33,626.25	405.69
31-00-00-53-0425	Village Attorney	10,000.00	7,410.05	4,207.50	0.00	11,617.55	-1,617.55	116.18
31-00-00-53-3600	Maintenance of Buildings	750.00	0.00	0.00	0.00	0.00	750.00	0.00
31-00-00-53-5300	AdvertisingLegal Notice	0.00	325.00	0.00	0.00	325.00	-325.00	0.00
	Contractual Services	22,750.00	49,548.33	8,756.83	0.00	58,305.16	-35,555.16	256.29
31-00-00-55-4300	Other Improvements	645,000.00	16,995.00	0.00	0.00	16,995.00	628,005.00	2.63
	Capital Outlay	645,000.00	16,995.00	0.00	0.00	16,995.00	628,005.00	2.63
31-00-00-56-0081	Interest on Interfund Loan	56,534.00	0.00	0.00	0.00	0.00	56,534.00	0.00
	Debt Service	56,534.00	0.00	0.00	0.00	0.00	56,534.00	0.00
00		724,284.00	66,543.33	8,756.83	0.00	75,300.16	648,983.84	10.40
	Expense	724,284.00	66,543.33	8,756.83	0.00	75,300.16	648,983.84	10.40
31	TIF-Madison Street	52,020.00	-187,432.35	8,756.83	138,455.16	-317,130.68	369,150.68	-609.63

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
32	Tif - North Avenue							
00								
32-00-00-41-1000	Property Taxes-Prior Years	179,046.00	28,877.78	0.00	1,036.12	29,913.90	149,132.10	16.71
32-00-00-41-1021	Property Taxes-Current Year	182,627.00	0.00	0.00	29,312.20	29,312.20	153,314.80	16.05
	Property Taxes	361,673.00	28,877.78	0.00	30,348.32	59,226.10	302,446.90	16.38
32-00-00-45-5100	Interest	345.00	13,428.93	0.00	2,334.43	15,763.36	-15,418.36	4,569.09
	Interest	345.00	13,428.93	0.00	2,334.43	15,763.36	-15,418.36	4,569.09
00		362,018.00	42,306.71	0.00	32,682.75	74,989.46	287,028.54	20.71
	Revenue	362,018.00	42,306.71	0.00	32,682.75	74,989.46	287,028.54	20.71
00								
32-00-00-53-0300	Audit Services	1,000.00	500.00	0.00	0.00	500.00	500.00	50.00
32-00-00-53-0380	Consulting Services	71,000.00	10,569.42	4,549.32	0.00	15,118.74	55,881.26	21.29
32-00-00-53-0425	Village Attorney	10,000.00	1,158.00	225.00	0.00	1,383.00	8,617.00	13.83
32-00-00-53-5300	AdvertisingLegal	0.00	325.00	0.00	0.00	325.00	-325.00	0.00
	Contractual Services	82,000.00	12,552.42	4,774.32	0.00	17,326.74	64,673.26	21.13
32-00-00-55-4300	Other Improvements	278,000.00	5,268.45	0.00	0.00	5,268.45	272,731.55	1.90
	Capital Outlay	278,000.00	5,268.45	0.00	0.00	5,268.45	272,731.55	1.90
00		360,000.00	17,820.87	4,774.32	0.00	22,595.19	337,404.81	6.28
	Expense	360,000.00	17,820.87	4,774.32	0.00	22,595.19	337,404.81	6.28
32	Tif - North Avenue	-2,018.00	-24,485.84	4,774.32	32,682.75	-52,394.27	50,376.27	2,596.35

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
35	Infrastructure Imp							
00	Bond Fund							
35-00-00-45-5100	Interest	93.00	10,297.08	0.00	1,260.42	11,557.50	-11,464.50	12,427.42
	Interest	<u>93.00</u>	<u>10,297.08</u>	<u>0.00</u>	<u>1,260.42</u>	<u>11,557.50</u>	<u>-11,464.50</u>	<u>12,427.42</u>
00		<u>93.00</u>	<u>10,297.08</u>	<u>0.00</u>	<u>1,260.42</u>	<u>11,557.50</u>	<u>-11,464.50</u>	<u>12,427.42</u>
	Revenue	93.00	10,297.08	0.00	1,260.42	11,557.50	-11,464.50	12,427.42
00								
35-00-00-55-9100	Street Improvements	0.00	252,072.95	0.00	0.00	252,072.95	-252,072.95	0.00
	Capital Outlay	0.00	252,072.95	0.00	0.00	252,072.95	-252,072.95	0.00
35-00-00-57-5014	Transfer To CIF	256,590.00	0.00	0.00	0.00	0.00	256,590.00	0.00
	Other Financing	<u>256,590.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>256,590.00</u>	<u>0.00</u>
	Uses							
00		<u>256,590.00</u>	<u>252,072.95</u>	<u>0.00</u>	<u>0.00</u>	<u>252,072.95</u>	<u>4,517.05</u>	<u>98.24</u>
	Expense	<u>256,590.00</u>	<u>252,072.95</u>	<u>0.00</u>	<u>0.00</u>	<u>252,072.95</u>	<u>4,517.05</u>	<u>98.24</u>
35	Infrastructure Imp	256,497.00	241,775.87	0.00	1,260.42	240,515.45	15,981.55	93.77
	Bond Fund							

Village of River Forest Investments

Fiscal Year 2023
Through 03/31/2023

Fun	ID	Bank	Interest Rate	Purchase Date	Maturity Date	Cost	Par Value	Market Value
01	2022-10	Beal Bank USA	02.250%	6/22/2022	6/21/2023	\$244,000.00	\$244,000.00	\$242,435.96
01	2022-14	Customers Bank Phoenix	03.700%	9/23/2022	6/23/2023	\$243,000.00	\$243,000.00	\$242,207.82
01	2022-13	First National Bank	03.051%	7/20/2022	7/20/2023	\$242,400.00	\$242,400.00	\$242,400.00
01	2022-06	US Treasury	01.841%	3/22/2022	9/30/2023	\$298,720.55	\$306,000.00	\$299,449.76
01	2021-19	Merrick Bank	00.500%	12/1/2021	11/20/2023	\$249,040.93	\$249,000.00	\$241,813.86
01	2022-12	Bank Hapoalim	02.550%	6/17/2022	12/18/2023	\$246,000.00	\$246,000.00	\$241,547.40
01	2022-01	JP Morngan Chase	00.900%	1/31/2022	1/31/2024	\$248,000.00	\$248,000.00	\$239,481.20
01	2021-04	Financial Federal Bank	00.150%	2/19/2021	2/20/2024	\$248,800.00	\$248,800.00	\$248,800.00
01	2022-16	Synovus Bank of Columbus	04.250%	10/3/2022	4/11/2024	\$244,000.00	\$244,000.00	\$241,928.44
01	2021-13	Goldman Sachs	00.500%	7/28/2021	7/29/2024	\$249,000.00	\$249,000.00	\$234,468.36
01	2021-20	Bank United National	00.950%	12/8/2021	12/9/2024	\$249,000.00	\$249,000.00	\$232,720.38
01	2021-09	FHLB	00.750%	3/20/2021	4/22/2025	\$250,000.00	\$250,000.00	\$232,170.00
01	2021-14	FHLB	01.040%	10/28/2021	10/28/2025	\$250,000.00	\$250,000.00	\$231,545.00
01	2021-11	US Treasury	00.770%	4/29/2021	4/30/2026	\$500,000.00	\$499,511.72	\$455,508.00
								\$3,626,476.18
02	2022-02	Israel Discount Bank	00.750%	1/28/2022	7/14/2023	\$249,000.00	\$249,000.00	\$245,932.32
02	2021-16	Synchrony Bank	00.450%	10/22/2021	10/23/2023	\$249,000.00	\$249,000.00	\$242,692.83
02	2022-17	Morgan Stanley Private Bank	04.400%	10/14/2022	10/11/2024	\$249,000.00	\$249,000.00	\$246,714.18
								\$735,339.33

Village of River Forest Investments

Fiscal Year 2023
Through 03/31/2023

Fun	ID	Bank	Interest Rate	Purchase Date	Maturity Date	Cost	Par Value	Market Value
03	2022-05	American Express	01.600%	3/9/2022	3/11/2024	\$247,000.00	\$247,000.00	\$238,993.99
								\$238,993.99
13	2021-12	UBS Bank	00.250%	7/8/2021	7/10/2023	\$249,000.00	\$249,000.00	\$245,723.91
13	2022-15	Valley National Bank	03.900%	9/23/2022	10/3/2023	\$245,000.00	\$245,000.00	\$243,598.60
13	2021-21	Sallie Mae Bank/Salt LKE	00.700%	12/15/2021	12/15/2023	\$249,000.00	\$249,000.00	\$241,381.60
13	2021-22	BMW Bank North America	00.650%	12/17/2021	12/18/2023	\$249,000.00	\$249,000.00	\$241,200.32
13	2022-03	Patriot Bank	00.840%	1/20/2022	1/22/2024	\$245,800.00	\$245,800.00	\$245,800.00
13	2021-05	Texas Exchange	00.300%	2/5/2021	2/24/2024	\$249,000.00	\$249,000.00	\$239,044.98
13	2022-07	Safra National Bank	02.150%	4/8/2022	4/8/2024	\$247,000.00	\$247,000.00	\$239,822.18
13	2021-10	FHLB	00.440%	4/29/2021	4/29/2024	\$250,000.00	\$250,000.00	\$238,667.50
13	2022-08	FHLB	02.500%	4/11/2022	10/11/2024	\$500,000.00	\$500,000.00	\$485,125.00
13	2021-18	Capital One Bk	00.800%	11/24/2021	11/25/2024	\$249,000.00	\$249,000.00	\$232,583.43
13	2021-17	State Bank of India	00.800%	11/29/2021	11/29/2024	\$249,295.13	\$249,000.00	\$232,484.58
13	2022-04	FHLB	01.350%	2/11/2022	2/11/2025	\$300,000.00	\$300,000.00	\$283,203.00
13	2021-15	FHLB	01.040%	10/28/2021	10/28/2025	\$250,000.00	\$250,000.00	\$231,545.00
13	2021-07	FHLB	00.750%	2/18/2021	3/16/2026	\$100,000.00	\$100,000.00	\$90,327.00
								\$3,490,507.10
14	2023-01	Pacific Premier Bank	05.350%	3/22/2023	9/23/2024	\$243,000.00	\$243,000.00	\$244,088.64
14	2023-02	Pacific Western Bank	05.500%	3/22/2023	3/24/2025	\$243,000.00	\$243,000.00	\$244,161.54

Village of River Forest Investments

Fiscal Year 2023
Through 03/31/2023

Fun	ID	Bank	Interest Rate	Purchase Date	Maturity Date	Cost	Par Value	Market Value
14	2022-09	Discover Bank Greenwood	02.800%	4/27/2022	4/28/2025	\$246,000.00	\$246,000.00	\$235,690.14
								\$723,940.32
								\$8,815,256.92



MEMORANDUM

DATE: March 30, 2023

TO: Matt Walsh, Interim Village Administrator

FROM: Rosey McAdams, Finance Director

SUBJECT: Fiscal Year 2023 Budget Amendment

Attached is an ordinance amending the Fiscal Year 2023 Village of River Forest Annual Budget to increase the amount budgeted for the revenues and expenditures included in the operating budget of the River Forest Library and an increase in the budget for the Capital Improvement Fund. The budget is being amended to include an increase in personal property replacement tax, a decrease in insurance, an increase in natural gas and an increase in the Capital Improvement Fund due to additional technology and building improvements expenditures. The required budget amendment is as follows:

Account Description	Original Budget	Budget Amendment	Amended Budget
Personal Property Replacement Tax	\$9,000	\$18,000	\$27,000
Insurance	\$20,000	(1,000)	\$19,000
Natural Gas	\$9,000	\$19,000	\$28,000
Technology	\$30,000	\$19,000	\$49,000
Building Improvements	\$499,400	\$183,748	\$683,148

The amendment was approved by the Board of Library Trustees at their meeting on March 21, 2023.

Requested Board Action:

- 1. Motion to pass An Ordinance Amending the Annual Budget for Corporate Purposes for the Current Fiscal Year Commencing on the 1st Day of May 2022 and Ending on the 30th Day of April 2023 for the Village of River Forest, Illinois*



MEMORANDUM

DATE: March 30, 2023

TO: Matt Walsh, Interim Village Administrator

FROM: Rosey McAdams, Finance Director

SUBJECT: Fiscal Year 2023 Budget Amendment

Attached is an ordinance amending the Fiscal Year 2023 Village of River Forest Annual Budget. The amendment adjusts the transfers to the Capital Equipment Replacement Fund (CERF) (13) from the General Fund (01) and expenditures in the Madison Street TIF Fund (31) and the North Avenue TIF Fund (32).

The amendment increases the annual transfer to the CERF from the General Fund to account for the two years the transfers were suspended due to the budgetary constraints. The amendment also increases expenditures in the Madison Street TIF Fund and the North Avenue TIF Fund to account for the Village wide traffic study.

The requested budget amendment is as follows:

Description	Account Number	Original Budget	Budget Amendment	Amended Budget
<u>General Fund</u>				
Transfer to CERF	01-20-00-57-5013	\$1,934	\$718	\$2,652
Transfer to CERF	01-40-00-57-5013	\$305,227	\$54,339	\$359,566
Transfer to CERF	01-50-00-57-5013	\$269,755	\$155,347	\$425,102
Transfer to CERF	01-60-01-57-5013	\$224,862	\$104,028	\$328,890
<u>CERF</u>				
Transfer from General Fund	13-00-00-47-7001	\$801,778	\$314,432	\$1,116,210
<u>Madison Street TIF Fund</u>				
Consulting Services	31-00-00-53-0380	\$11,000	\$60,000	\$71,000
<u>North Avenue TIF Fund</u>				
Consulting Services	32-00-00-53-0380	\$71,000	\$25,000	\$96,000

Requested Board Action:

1. *Motion to pass An Ordinance Amending the Annual Budget for Corporate Purposes for the Fiscal Year Commencing on the 1st Day of May 2022 and Ending on the 30th Day of April 2023 for the Village of River Forest, Illinois.*



MEMORANDUM

DATE: April 10, 2023

TO: Matt Walsh, Interim Village Administrator

FROM: Jeff Loster, Director of Public Works and Development Services

SUBJECT: Intergovernmental Agreement Approval – IDOT Traffic Signal Maintenance

Issue: Staff is seeking the approval of an Intergovernmental Agreement (IGA) with the Illinois Department of Transportation (IDOT) to specify the shared costs of ongoing maintenance for traffic signals along state routes within the Village.

Analysis: This IGA will cover the ten-year period from July 1, 2021 to June 30, 2031. It replaces two similar IGAs approved by the Village in 2011. Those agreements, which covered the 10-year period from July 2011 to June 2021, were separated between State-maintained traffic signals and Village-maintained traffic signals. The new agreement covers both the three Village-maintained signals and the 11 State-maintained signals in one agreement (see Exhibit A).

The new agreement is largely the same as the previous agreements, making clarifying technical updates to various provisions of the IGA. The Village's and IDOT's portions of the cost of energy and maintenance of traffic signals are adjusted from the previous contract and are outlined in Exhibit A. IDOT has indicated that they will not be able to authorize any payments to the Village for IDOT's designated share of the maintenance efforts at these intersections until the IGA is fully executed.

In reviewing this IGA and discussing it with IDOT, Staff does not anticipate any substantive changes to the requirements or costs of traffic signal maintenance between this IGA and the previous one. As such, Staff recommends approval of this IGA.

Recommendation: Staff recommends approval of this IGA with the following motion: Motion to approve the Intergovernmental Agreement between the Village of River Forest and the Illinois Department of Transportation for maintenance and apportionment of energy costs for traffic control devices located on State highways within the Village.

Attachments: IGA (RF-Maintained Signals)
IGA (IDOT-Maintained Signals)
Responsibility Breakdown



Governmental Body Name

Village of River Forest

Address

400 Park Avenue

City

River Forest

State

IL

Zip Code

60305

Remittance Address (if different from above)

City

State

Zip Code

Phone

(708) 366-0378

Fax

(708) 366-3702

FEIN/TIN

36-6006-070

DUNS

Brief Description of Service (full description specified in Part 5)

This is the Master Agreement for Governmental Body maintenance and apportionment of energy costs for traffic control devices located on State highways within or near the Governmental Body as shown on the attached Exhibit A.

Compensation Method (full details specified in Part 6)

Actual Cost

Total Compensation Amount

\$81,900.00

Advance Pay

☐ Yes ☒ No

Start Date

07/01/21

Agreement Term

Expiration Date

06/30/31

REQUIRED SIGNATURES

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-8 herein and any Appendices thereto.

FOR THE GOVERNMENTAL BODY:

Signature

--

Date

4/10/23

Name

Cathy Adduci

Title

Village President

☒ Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

FOR THE DEPARTMENT:

Name and Title

--

Date

--

Omer Osman, P.E., Secretary of Transportation

--

Date

--

Delegate Name

--

Printed Name

--

Printed Title

--

Name and Title

--

Date

--

Vicki Wilson, Chief Fiscal Officer

--

Date

--

Yangsui Kim, Chief Counsel

--

Date

--

(Approved as to form)

**INTERGOVERNMENTAL AGREEMENT
FOR
GOVERNMENTAL BODY MAINTENANCE OF TRAFFIC CONTROL DEVICES**

This Agreement is by and between

Please type or print legibly the GOVERNMENTAL BODY'S legal name and address

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

Attention

Jeff Loster

Email

jloster@vrf.us

referred to as the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, referred to as the DEPARTMENT individually referred to as a PARTY, and collectively referred to as the PARTIES.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Certification Regarding Lobbying
Part 8	Agreement Award Notification

Part 1

SCOPE / COMPENSATION / TERM

- A. **Scope of Services and Responsibilities** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. **Compensation** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement** This Agreement will start 07/01/21 and will expire 06/30/31
- D. **Amendments** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- ☒ E. **Renewal** This Agreement may not be renewed.

Part 2 GENERAL PROVISIONS

- A. Changes** If any circumstances or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven (7) days.
- B. Compliance/Governing Law** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws. The Parties hereby enter into this Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.
- C. Availability of Appropriation** This Agreement is contingent upon and subject to the availability of funds. The DEPARTMENT, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (2) the Governor decreases the DEPARTMENT's funding by reserving some or all of the DEPARTMENT's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the DEPARTMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.
- D. Records Inspection** The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.
- E. Records Preservation** The GOVERNMENTAL BODY, shall maintain for a minimum of **three (3) years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.
- F. Cost Category Transfer Request** For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale of the transfer.
- G. Subcontracting/Procurement Procedures/Employment of DEPARTMENT Personnel**
1. Subcontracting-Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.
 2. Procurement of Goods or Services - Federal Funds For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134, (currently set at \$100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for \$100,000 or more will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.
 3. Procurement of Goods or Services - State Funds For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, currently set at \$80,000.00; and \$20,000.00 for professional and artistic services, (See 30 ILCS 500/20-20(a) and 44 Ill. Admin Code 6.100) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$80,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.

The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.
 4. **EMPLOYMENT OF DEPARTMENT PERSONNEL** The GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

Part 3

☒ **FEDERALLY FUNDED AGREEMENTS**

[Not applicable to this Agreement]

PART 4 SPECIFIC PROVISIONS

- A. Invoices** Invoices submitted by the GOVERNMENTAL BODY will be for costs that have been incurred to complete the Part 5, Scope of Services. If the GOVERNMENTAL BODY's invoices are deemed by the DEPARTMENT or auditors to not be sufficiently documented for work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients and users of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed, GOVERNMENTAL BODY will refund payments made under this agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation		
Attention		
District One-Bureau of Financial Services		
Address		
201 West Center Court		
City	State	Zip Code
Schaumburg	IL	60196-1096

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

- B. Billing and Payment** All invoices for services performed and costs incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than **July 31st** of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.
- C. Termination** This Agreement may be terminated by either party by giving thirty (30) calendar days written notice. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY's performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) calendar days written notice to the GOVERNMENTAL BODY. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, including non-cancelable obligations made prior to receipt of notice of termination and for which work will be completed within thirty (30) days of receipt of notice of termination, based upon the payment terms set forth in the Agreement.
- D. Location of Service** Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.
- E. Ownership of Documents/Title to Work** All documents, data and records produced by the GOVERNMENTAL BODY in carrying out the GOVERNMENTAL BODY's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by the GOVERNMENTAL BODY.
- F. Software** All software and related computer programs produced and developed by the GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out the GOVERNMENTAL BODY's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the DEPARTMENT and the GOVERNMENTAL BODY. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both the DEPARTMENT and the GOVERNMENTAL BODY.

- G. Confidentiality Clause** Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.
- H. Compliance with Freedom of Information Act.** Upon request, GOVERNMENTAL BODY shall make available to DEPARTMENT all documents in its possession that DEPARTMENT deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).
- I. Reporting/Consultation** The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.
- J. Travel Expenses** Expenses for travel, lodging, or per diem is NOT allowed pursuant to this Agreement.
- K. Indemnification** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on a alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.
- GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.
- L. Equal Employment Practice** The GOVERNMENTAL BODY must comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. The GOVERNMENTAL BODY must include a requirement in all contracts with third parties (contractor or consultant) to comply with the requirements of this clause. The Equal Employment Opportunity Clause reads as follows:
- In the event that the GOVERNMENTAL BODY, its contractor or consultant fails to comply with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("IDHR"), the GOVERNMENTAL BODY, its contractor or consultant may be declared 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 voided 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 GOVERNMENTAL BODY agrees as follows:
1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; 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 thereof, it will determine the availability (in accordance with IDHR's Rules and Regulations) 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, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
 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 organizations or representative of the contractor's obligations under the Illinois Human Rights Act and IDHR's Rules and Regulations. 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 notify IDHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder;
 5. That it will submit reports as required by IDHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by IDHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and IDHR's Rules and Regulations;

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and IDHR's Rules and Regulations;
7. That it will include verbatim or by reference the provisions of this Clause in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the GOVERNMENTAL BODY, its contractor or consultant will be liable for compliance with applicable provisions of this clause; and further it will promptly notify the contracting agency and the Department in the event any of its contractor or subcontractor fails or refuses to comply therewith. In addition, the GOVERNMENTAL BODY will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations;
8. The GOVERNMENTAL BODY must have written sexual harassment policies that include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies must be provided to the DEPARTMENT upon request; and

In addition, the GOVERNMENTAL BODY is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., which prohibits discrimination in connection with the availability of public accommodations.

M. Tax Identification Number GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued), **and**
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, **and**
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: Village of River Forest

Taxpayer Identification Number: 36-6006-070

Legal Status (check one):

☐ Tax-exempt ☒ Government ☐ Other _____

N. International Boycott The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

O. Forced Labor The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

P. Equipment The DEPARTMENT and the GOVERNMENTAL BODY agree to the following:

1. The GOVERNMENTAL BODY must obtain the DEPARTMENT's written approval prior to purchasing any equipment with funds acquired under this Agreement;
2. The GOVERNMENTAL BODY acknowledges that the DEPARTMENT is under no obligation to approve, and the DEPARTMENT may, if it approves, subject that approval to additional terms and conditions as the DEPARTMENT may require;
3. The GOVERNMENTAL BODY acknowledges that any equipment purchased under this Agreement must remain the property of the DEPARTMENT;
4. The GOVERNMENTAL BODY must use the equipment for the authorized purpose under Part 5 (Scope of Service/Responsibilities) and Part 6 (Compensation) during the period of performance or the equipment's entire useful life;
5. The GOVERNMENTAL BODY must not sell, transfer, encumber, or otherwise dispose of any equipment that is acquired under this Agreement without prior DEPARTMENT's written approval;
6. In cases where the GOVERNMENTAL BODY fails to dispose of any equipment properly, as determined by the DEPARTMENT, the GOVERNMENTAL BODY may be required to reimburse the DEPARTMENT for the cost of the equipment; and
7. For purposes of this provision, "equipment" includes any tangible or intangible product, having a useful life of two years or more, an acquisition cost of at least \$100, and used solely in GOVERNMENTAL BODY's performance under this Agreement.

PART 5
SCOPE OF SERVICE/RESPONSIBILITIES

- A. Cost. The DEPARTMENT and the GOVERNMENTAL BODY agree to the maintenance responsibility and to the division of energy costs, for the traffic signals, and other traffic control devices listed on the attached Exhibit A, which is hereby made part of this Agreement and shaded or highlighted.
- B. Maintenance. Modernization of traffic control devices is not covered under this Agreement. It is agreed that the actual maintenance will be performed by the GOVERNMENTAL BODY indicated on Exhibit A, either with its own forces or through contractual agreements.
- C. Maintenance Level. It is agreed that the signals and devices shall be maintained to at least the level of maintenance specified in the attached Exhibit B, which is hereby made part of this Agreement. It is understood this will meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. Additional provisions regarding maintenance may be incorporated in this document as agreed upon by both parties.
- D. Interconnect & Timing. "Railroad interconnect" shall mean an electrical connection between a traffic signal controller and a railside railroad control system. A "signal interconnect" shall mean an electrical connection between two on-street traffic signal controllers or between a master controller and a central signal system. The GOVERNMENTAL BODY agrees to maintain all signal equipment and connection of railroad crossing warning devices with signal controller. The DEPARTMENT, in cooperation with the GOVERNMENTAL BODY, shall determine the signal timing to coordinate and regulate the flow of traffic. No signal timing shall be changed at any state system intersection without prior DEPARTMENT approval. The DEPARTMENT may elect to allow the GOVERNMENTAL BODY to determine the signal timing to coordinate and regulate the flow of traffic at any location. The GOVERNMENTAL BODY shall inform the DEPARTMENT of any changes made in signal timings. The DEPARTMENT reserves the right to withdraw the privilege of timing signals from the GOVERNMENTAL BODY at any time. A railroad interconnect shall not be modified without prior notification to and approval by the Illinois Commerce Commission and the DEPARTMENT. If a railroad interconnect needs repairs, such repairs shall not be performed without prior notification and approval, if required, by the Illinois Commerce Commission and the Department.
- E. Interconnections: Installation and Damage. The DEPARTMENT will not be responsible for the cost of installing or maintaining traffic signals and signal system interconnects not on but interconnected to traffic signals on U.S. or State routes. Any damage done to State traffic signals in the attempt to connect local traffic signals shall be repaired to the DEPARTMENT's satisfaction and shall be the responsibility of the GOVERNMENTAL BODY.
- F. Master Monitoring Costs. Master controllers installed on State intersections for the coordination of traffic signals are primarily used for the traffic signals located on U.S. or State routes. The GOVERNMENTAL BODY may connect traffic signals to a State owned master controller for the coordination or operation of non-State owned traffic signals, for the purpose of synchronizing time or gaining remote access. If the GOVERNMENTAL BODY desires a communications link to its office for monitoring purposes, the GOVERNMENTAL BODY shall pay the entire cost of installing and maintaining such monitoring system.
- G. Payment for Energy Costs. The DEPARTMENT will reimburse the GOVERNMENTAL BODY for the DEPARTMENT's proportionate share of energy charges.
- H. Costs for Pavement Markings. Inspect pavement markings and replace as necessary to insure proper motorist, pedestrian, and bicyclist guidance – including green pavement markings for bicyclists. Insure that stop bars, symbols and crosswalks are in good condition.

In District 1, all work is the responsibility of the GOVERNMENTAL BODY. Whereas, in District 2 through District 9, the cost of pavement markings is shared between the DEPARTMENT and the GOVERNMENTAL BODY according to Exhibit A.

I. Maintenance Contractors. Maintenance contracts shall be subject to DEPARTMENT approval prior to award. The DEPARTMENT, after consultation with the GOVERNMENTAL BODY, reserves the right to reject any electrical/maintenance contractor assigned work by the GOVERNMENTAL BODY that, in the judgment of the DEPARTMENT, has proposed or bid rates or charges in excess of usual and customary rates for the type of work being performed.

J. Emergency Vehicle Preemption Devices. The costs of installation, timing, phasing, and maintenance of emergency vehicle preemption systems shall be the sole responsibility of the GOVERNMENTAL BODY. Any GOVERNMENTAL BODY must notify the DEPARTMENT of any change in the emergency vehicle preemption system. However, the DEPARTMENT reserves the right to approve or reject, at any time, the placement of such systems on its traffic signal equipment.

K. Existing Agreements or Letters of Understanding. All parking ordinances and provisions bearing on items other than traffic signal and traffic control device maintenance and energy charges contained in presently existing agreements or letters of understanding between the DEPARTMENT and the GOVERNMENTAL BODY shall remain in full force and effect.

L. Modification. Exhibit A can be modified to add or delete signals or devices, but only by written revision signed by the DEPARTMENT'S Regional Engineer and its Engineer of Operations, and the authorized representative for the GOVERNMENTAL BODY. The modification shall be effective when fully executed and filed with the DEPARTMENT and the Clerk or Secretary of the GOVERNMENTAL BODY. This provision applies only to modifications of Exhibit A. This Agreement can be modified according to Part 1.D, by completing the Intergovernmental Agreement Amendment.

M. Plan Review. All traffic signal plans prepared by others for installation on State highways within municipal corporate limits, which are to be added to this Agreement, must be reviewed and approved by the DEPARTMENT and the GOVERNMENTAL BODY.

PART 6 COMPENSATION FOR SERVICES

Funding

Not Applicable		
Subtotal		
Local Match Provided Through the GOVERNMENTAL BODY		
GRAND TOTAL		

Funding Breakdown

The DEPARTMENT and GOVERNMENTAL BODY agree to the following funding requirements:

A. **Cost Sharing.** As indicated in Exhibit A, the cost of energy and maintenance of traffic signals, and/or other traffic control devices generally are shared in proportion to the number of approaches maintained by each unit of government however, other DEPARTMENT policies and practices requires cost sharing of energy and maintenance to be based on other criteria besides the number of approaches maintained. The maintenance cost of the interconnect and interconnect related equipment, as listed in Exhibit A, as well as engineering costs for any approved coordination and timing studies, shall be shared in proportion to the approaches maintained by each unit of government at all intersections within the interconnected system, unless otherwise agreed to in a permit or by other agreement. The share of the signal maintenance cost at an intersection will be borne one hundred percent by the DEPARTMENT where the ADT for the route is more than or equal to 35,000. The one hundred percent share will not apply to signal modernization, energy charges, new signal, and signal timing.

i. The GOVERNMENTAL BODY will be responsible for the maintenance costs of all traffic signals and/or other traffic control devices related to a roadway or roadways that has or have been jurisdictionally transferred by the DEPARTMENT to the GOVERNMENTAL BODY in a prior agreement(s).

B **Billing.** Bills shall be submitted to the DEPARTMENT on a quarterly basis. The amount billed shall be the costs incurred less any proceeds from third-party damage claims received during the billing period for repair of signals or devices that are the responsibility of the GOVERNMENTAL BODY.

ii. Any proposed single expenditure in excess of \$10,000.00 for repair or damage to an installation must be approved by the DEPARTMENT before the expenditure is made.

iii. The hours, or parts thereof, billed for each maintenance item will be at the actual time directly related to the work task. The DEPARTMENT reserves the right to examine the records of the GOVERNMENTAL BODY to determine that costs billed are fully documented.

iv. The GOVERNMENTAL BODY costs are composed of labor, equipment, materials, and the quantity of each. The cost for labor will be determined by the actual hourly rate for the employee plus a multiplier calculated by the GOVERNMENTAL BODY to include direct and indirect labor related costs, retirement, Social Security, health, hospitalization and life insurance, holidays, vacation, sick leave and worker's compensation. Equipment costs will be as listed in the Schedule of Average Annual Equipment Ownership Expense. Materials will be at cost.

v. The cost for contracted work will be the actual cost for the contractor.

a. Maintenance of the traffic signals shall be performed by the GOVERNMENTAL BODY through the DEPARTMENT's approved electrical contractor. If, at any time, the contractor fails to perform any work deemed necessary by the DEPARTMENT's Regional Engineer to keep the traffic signals in proper operating condition, or if the Engineer finds it impossible to contact the designated persons to perform any work, the DEPARTMENT reserves the right to have other electrical contractors perform the needed work. The cost of such work will be invoiced to the GOVERNMENTAL BODY directly from the appointed contractor providing the service.

C. **Notices.** Notices under this Agreement shall be directed to the following addresses by regular mail or

email to the address shown below:

For the DEPARTMENT:
201 West Center Court
Schaumburg, IL 60196-1096

For the GOVERNMENTAL BODY:
400 Park Avenue
River Forest, IL 60305

Budget

Not Applicable

PART 7

CERTIFICATION REGARDING LOBBYING

(49 CFR PART 20)

☒ **[NOT APPLICABLE TO THIS AGREEMENT]**

PART 8
AGREEMENT AWARD NOTIFICATION

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? ☐ Yes ☒ No

Amount of Federal funds

Name of Project

Federal Project Number

CFDA Number*, Federal Agency, Program Title

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

ANNUAL CERTIFICATION FOR SINGLE AUDIT COMPLIANCE

NOTICE

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements, non-federal entities that expend \$750,000 or more in Federal awards in a year are required to have a single audit. The DEPARTMENT is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by the DEPARTMENT. It is the responsibility of the agencies expending Federal funds to comply with the requirements and determine whether they are required to have a single audit performed.

In order to comply with the requirements, your agency must provide the following information to the DEPARTMENT on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended \$750,000 or more in Federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed, and submit a copy of the report to the DEPARTMENT within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.
2. If your agency expended less than \$750,000 in Federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project costs, and were not required to conduct a single audit, you must complete and return the certification statement.
3. If your agency receives multiple awards from the DEPARTMENT, only one annual submittal of this information is required.

Please submit a copy of your single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation
Audit Coordination Section, Rm. 303
2300 South Dirksen Parkway
Springfield, IL 62764

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with 2 CFR Part 200.

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable,
2. Management Letter, if applicable, and
3. Status of Prior Year Findings, if applicable.

For your convenience, you may also submit the information via email to DOT.AuditReview@illinois.gov or via fax at 217/782-5634. If you have any questions, please contact the Audit Coordination Section at 217/782-6041.

NOTICE

Do not submit this certification to the DEPARTMENT with your signed contract.

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending Federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any Federal funds related to this contract.

Single Audit Not Required Certification

I certify that _____ expended less than \$750,000 in Federal awards in our fiscal year _____, and was not required to have a single audit conducted.

Signature

Date

--	--

Title

--

Subrecipient Contact Information

Subrecipient

--

Contact Person

--

Title

--

Address

--

City

--

State

--

Zip Code

--

Phone

--

Fax

--

Fiscal Year End

--

E-mail

--

EXHIBIT B
LONG FORM
TRAFFIC SIGNAL MAINTENANCE PROVISIONS

A. GENERAL PROVISIONS

1. DOCUMENTATION

The GOVERNMENTAL BODY shall provide the supporting documents for the items being billed. The approval of an invoice is contingent upon the supporting documentation. If the GOVERNMENTAL BODY'S invoices are deemed by the DEPARTMENT or auditors to not be sufficiently documented for work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed, GOVERNMENTAL BODY will refund payments made under this agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

2. REFERENCES

All governing specification texts and manuals (ex: the Standard Specifications for Road and Bridge Construction, the Manual on Uniform Traffic Control Devices ((MUTCD))) cited and referred to herein shall be latest editions of those specification texts and manuals.

3. CABINET PACK

Wiring diagrams, phase diagrams, and manuals are required to be in each traffic signal controller cabinet at the time of construction completion shall remain in the cabinet. Written documentation of all traffic signal timing changes, repairs and maintenance activities shall be provided in the cabinet. All entries shall be written in a clear and concise manner. The agent of the maintaining agency making any entries shall provide his/her signature and date of entry. These shall be kept in the cabinet to assist the DEPARTMENT on emergency call outs.

4. HARDWARE SPECIFICATIONS

All equipment and material used shall comply with the requirement of the DEPARTMENT's latest edition of Standard Specifications for Road and Bridge Construction and the district special provisions. Maintain logs of equipment installation dates for warranty and for end of service life determination purposes. Catalog cuts shall be submitted to the DEPARTMENT for compliance with the district special provisions.

5. ROADWAY LIGHTING

Maintenance of roadway lighting on combination pole assemblies, including but not limited to lighting mast arm(s), luminaire(s), cable, fusing, and control shall be the responsibility of the GOVERNMENTAL BODY. Agreements regarding other roadway lighting equipment shall remain unchanged by this IGA.

The highway lighting system components of each combination mast arm assembly and pole shall be tested for proper operation and physical condition during the intersection cabinet inspection. All cost of inspecting and maintaining the combination pole lighting system equipment is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, replacing damaged or missing combination pole lighting system equipment is the responsibility of the GOVERNMENTAL BODY.

6. EMERGENCY VEHICLE PREEMPTION SYSTEM

Test Emergency Vehicle Preemption System (EVPS) equipment for proper operation and physical condition during the intersection cabinet inspection. All program settings and each sequence of operation must be verified to be correct during each inspection. All cost of inspection and maintaining the EVPS equipment, including the light detectors, light detector amplifiers, radio transmitters and receivers, antennas, confirmation lights, and cables and related components, is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing EVPS equipment is the responsibility of the GOVERNMENTAL BODY.

7. TRAFFIC SIGNALS INTERCONNECTED TO RAILROAD WARNING DEVICES

At all locations with railroad/traffic signal interconnects, respond to any failure or damage and all emergency and all red flash alarms within one (1) hour and notify the DEPARTMENT and the Illinois Commerce Commission of any malfunction with railroad preemption equipment.

Traffic signal railroad preempt parameters including but not limited to the phase timings, phase sequences and pedestrian and vehicular clearance intervals shall not be modified without prior approval from the DEPARTMENT and the Illinois Commerce Commission.

Maintain unique spare controller data modules or sets of data chips containing the final railroad preemption parameters for each location.

Cooperate in any inspection as deemed necessary by the DEPARTMENT or the Illinois Commerce Commission. The interconnect controller cabinet shall display the location, the minimum preemption time and the railroad and the Department twenty-four-seven contact phone numbers. The display stickers one for the signal cabinet and another for the railroad bungalow will be furnished by the DEPARTMENT.

8. DAMAGE REPAIRS

Repair or replace any or all equipment damaged by any cause whatsoever within the time shown in the Response Table. Replaced equipment shall be new.

Response Table

ITEM	RESPONSE TIME	SERVICE RESTORATION	PERMANENT REPAIR (calendar days)
Cabinet	1 hour	24 hours	21 days
Controllers and Peripheral Equipment	1 hour	4 hours	21 days
System Detector Loop	1 hour	NA	7 days
All Other Detectors	1 hour	NA	21 days
Signal Head and Lenses	1 hour	4 hours	7 days
Aviation Red Beacon	1 hour	4 hours	7 days
Mast Arm Assembly and Pole	1 hour	4 hours	7 days
Traffic Signal Post	1 hour	4 hours	7 days
Cable and Conduit	1 hour	4 hours	7 days
Interconnect and Telemetry	1 hour	4 hours	7 days
Graffiti Removal	NA	NA	7 days
Misalignment of Signal Heads	1 hour	4 hours	4 hours
Closed Loop Monitoring System	1 hour	24 hours	14 days
Post and Poles Plumb Vertically	NA	NA	21 days
Controller, Post & Pole Foundations	NA	NA	21 days
Complaints, Calls, Controller or System Alarms, Timing, Phasing, Programming	1 hour	4 hours	NA
Patrol Truck Deficiencies	NA	24 hours	24 hours
Signal Heads Visibility	1 day	2 days	14 days

9. ACCIDENT DAMAGE

Be responsible to make recovery for damage to any part of the installation or system from the party causing the damage. Document damage to facilities and notify the Department of the damage to determine the required repair or replacement.

Whenever third-party claims cannot be recovered, the GOVERNMENTAL BODY shall share in the loss in accordance with the percentages shown in Exhibit A.

10. TEMPORARY TRAFFIC CONTROL.

Provide temporary traffic control during a period of equipment failure or for when the controller must be disconnected. This may be accomplished through the installation of a spare controller, placing the intersection on flash, manually operating the controller, or manually directing traffic through the use of proper authorities.

When work is within the traveled way, provide protection for workers and for traveling public by providing adequate traffic control. The traffic control shall conform to the latest edition of Manual on Uniform Traffic Control Devices.

11. EMERGENCY PERSONNEL

Provide skilled maintenance personnel who will be available to respond within one (1) hour to emergency calls. This may be provided by agency forces, contract, or maintenance agreement. Controller failure, lights out, knockdowns, or two (2) red lights out at intersection are considered emergencies.

B. AS REPORTED OR OBSERVED

1. SIGNAL ALIGNMENT

Keep signal heads properly adjusted, including plumb, and tightly mounted. All controller cabinets, signal posts and controller pedestals should be tight on their foundations and in alignment.

2. CONTROLLER PROBLEMS

Check the controllers, relays, and detectors after receiving complaints or calls to ascertain that they are functioning properly and make all necessary repairs and replacement.

3. LED SIGNAL HEAD AND LED MODULE REPLACEMENT

An LED module shall be considered failed and shall be replaced if at least one-fourth of the signal indication is dark or if the module fails to meet ITE specification on minimum maintained luminous intensity.

Replace failed modules for all red signal indications within twenty-four (24) hours of notification of failure or on the next business day following the notification. However, if two or more red indications for an approach are failed, these modules must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other failed modules within forty-eight (48) hours or next business day of notification of failure.

Provide replacement LED modules and LED signal heads that fully comply to the latest applicable Institute of Transportation Engineers (I.T.E.) specifications.

4. PAINTING

Painted signal components shall be repainted as necessary per the paint system's manufacturer's requirements.

5. The GOVERNMENTAL BODY shall also be responsible for maintenance of the installed street name signs on approaches to a State highway from a local road. Because of the value of street name signs to motorists, the GOVERNMENTAL BODY local agencies shall provide such signs at all named State highway intersections.

C. WEEKLY

1. MASTER CONTROLLER SYSTEMS

At locations that are a part of a closed loop signal system maintained by the GOVERNMENTAL BODY, repair any and all malfunctions in a timely manner so that the signals remain under the control of the master at all times.

As needed assist in the implementation of the signal system timing plans.

Maintain the central and closed loop signal system management software (Aries, Tactics, Centrac, etc.) on a PC or a server so that the signal system is monitored weekly. Check weekly by phone or location visit for any malfunction. Verify software accuracy to central office software.

Ensure that communications to master controllers and central signal systems (telephone lines, radio broadband connections, etc.) are functioning and report issues to service providers for repair. Where applicable the GOVERNMENTAL BODY shall utilize JULIE for locate services.

D. BI-MONTHLY (Every 2 months)

1. CABINET INSPECTION

Check the controllers, relays, and detectors to ascertain that they are functioning properly and make all necessary repairs and replacement.

Keep interior of controller cabinet in a clean and neat condition at all times. Replace filters per manufacturer's recommendations.

2. OBSERVE SIGNALS

Observe the signals at the time of the bi-monthly cabinet inspection. This involves stopping and watching for correct detection and timing operation.

3. DETECTION TESTING

Test and inspect vehicle detection inductance loops, loop detectors, and pedestrian detection during cabinet visit bi-monthly.

4. VIDEO DETECTION TESTING

Inspect, maintain, and clean all video detection and surveillance systems bi-monthly or as needed, to achieve clean lenses, and adjust for proper alignment and proper focus. This shall include system camera, lenses, camera housings and hood/shield, pan tilt, and zoom mechanisms and motors, mounting brackets and hardware, poles, microprocessors, controller, cables and communication equipment, and other related components. Maintenance shall include modifications to programmable detection zones.

5. CONTROLLER CHECK

When controllers malfunction, they shall be removed, repaired, and bench checked. The controllers shall not be removed for annual maintenance inspections.

This bi-monthly check should verify software with central office software and reprint cabinet pack timings sheet. Controller check shall occur during the bi-monthly cabinet inspection.

6. FUSE AND BREAKER CHECKS

Fuse and breaker checks should occur during the bi-monthly cabinet inspection. Replace burned out fuses or deteriorated breakers as needed.

E. ANNUALLY

1. SIGNAL HEADS VISIBILITY

Remove any obstruction blocking the line of sight of the traffic signal face to the motorist, including snow and ice. The maintaining agency shall trim trees, bushes or any other form of vegetation blocking said lines of sight. The maintaining agency shall remove, or order the removal of, any man-made obstructions such as signs or banner blocking said line of sight. Visibility for line of sight shall meet the standards established and contained in the Manual on Uniform Traffic Control Devices (MUTCD). All trimmed vegetation shall be legally disposed of by the maintaining agency off the right of way.

2. ANNUAL HARDWARE INSPECTION

Inspect all mast arm assemblies, mast arm poles, brackets (or other types of hardware) supporting traffic heads or pedestrian signal heads on an annual basis. The inspection shall focus on the structural elements of the mast arm assembly and must include a close-up arm's length investigation of the mast arm, pole, mast to pole connection, base plate, and anchor bolts.

The arm of the assembly shall be visually inspected at all signal head connections for any defects, such as cracks or buckles. Inspect the mast arm to pole connection for significant loss of section, cracks in welds or base metal, and deterioration of the connection plates. The bolts of the arm to pole connection shall be inspected for tightness and condition. Check the pole for external corrosion, impact damage, rust through perforation, deflection, distortion, or cracking. Closely inspect pole for corrosion near the base plate, especially if mounted on a grout bed. Check welds of the pole to base plate connection for cracks. Inspect base plate for section loss or deformation. Inspect mast arm anchor bolts for any corrosion or bending, and for loose or missing nuts.

Upon discover of any buckles or significant structural defects (loose or missing nuts, severe corrosion or dents, cracks in welds, plate or structure, etc.), take corrective action in a timely manner.

3. ANNUAL CONFLICT MONITOR AND MMU TEST

Test all conflict monitors and MMUs once every two years in accordance with manufacturer recommendations. Failed conflict monitors or MMUs shall be replaced with new units.

The GOVERNMENTAL BODY, upon request, shall submit copies of the CMU/MMU test reports to the DEPARTMENT. These reports shall be maintained pursuant to Part 2, Paragraph E., "Records Preservation" of the AGREEMENT.

4. PAVEMENT MARKINGS

Inspect pavement markings and replace as necessary to insure proper motorist, pedestrian, and bicyclist guidance – including green pavement markings for bicyclists. Insure that stop bars, symbols and crosswalks are in good condition.

In District 1, all work is the responsibility of the GOVERNMENTAL BODY. Whereas, in District 2 through District 9, the cost of pavement markings is shared between the DEPARTMENT and the GOVERNMENTAL BODY according to Exhibit A.

INTERGOVERNMENTAL AGREEMENT

IDOT-Maintained Signals

This Interagency Agreement is entered into between the Village of River Forest ("GOVERNMENTAL BODY") and the Department of Transportation ("DEPARTMENT") pursuant to the "Intergovernmental Cooperation Act" (5 ILCS 220) and in accordance with The DEPARTMENT's rules at 92 Ill. Adm. Code 544.

1. Governmental Body and the DEPARTMENT have a mutual interest in and the maintenance and apportionment of energy costs for traffic control devices located on State highways within or near the Governmental Body as shown on the attached Exhibit A, which is hereby made a part of this agreement.
2. In furtherance of said interests of, the entities agree:
 - a. **Cost.** The DEPARTMENT and the GOVERNMENTAL BODY agree to the maintenance responsibility and to the division of energy costs, for the traffic signals and other traffic control devices listed on the attached Exhibit A.
 - b. **Maintenance.** Modernization of traffic control devices is not covered under this agreement. It is agreed that the actual maintenance will be performed by the DEPARTMENT indicated on Exhibit A, either with its own forces or through contractual agreements
 - c. **Maintenance Level.** It is agreed that the signals and devices shall be maintained to at least the level of maintenance specified in the attached Exhibit B, which is hereby made a part of this agreement. It is understood this will meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. Additional provisions regarding maintenance may be incorporated in this document (Exhibit B) upon agreement by both parties.
 - d. **Interconnect & Timing.** The DEPARTMENT agrees to maintain all signal equipment and interconnects associated with interconnected signal systems or Advanced Traffic Management System and interconnects with at-grade railroad crossings, at DEPARTMENT maintained locations. The DEPARTMENT shall determine the signal timing to coordinate and regulate the flow of traffic. No signal timing shall be changed at any state system intersection without prior DEPARTMENT approval. The GOVERNMENTAL BODY shall submit to the DEPARTMENT any changes proposed in signal timings.
 - e. **Interconnections: Installation & Damage.** The DEPARTMENT is not responsible for the cost of installing or maintaining traffic signals not on (but interconnected to traffic signals on) U.S. or State routes. Any damage done to State traffic signals in the attempt to connect local traffic signals shall be repaired to the DEPARTMENT's satisfaction and shall be the responsibility of the GOVERNMENTAL BODY.
 - f. **Master Monitoring Costs.** Master controllers installed on State intersections for the coordination of traffic signals are primarily used for the traffic signals located on U.S. or

State routes. The GOVERNMENTAL BODY may connect traffic signals to a State-owned master controller or Advanced Traffic Management System for the coordination or operation of non-State-owned traffic signals, for the purpose of synchronizing time or gaining remote access. If the GOVERNMENTAL BODY desires a communications link to their office for monitoring purposes, the GOVERNMENTAL BODY shall pay the entire cost of installing and maintaining such monitoring system.

- g. **Payment for Energy Costs.** The DEPARTMENT will reimburse the GOVERNMENTAL BODY for the DEPARTMENT'S proportionate share of the energy charges.
- h. **Indemnification.** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on an alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

- i. **Emergency Vehicle Preemption Devices.** The costs of installation, timing, phasing, and maintenance of emergency vehicle preemption systems shall be the sole responsibility of the GOVERNMENTAL BODY. Any Governmental Body must notify the DEPARTMENT of any change in the emergency vehicle preemption system. However, the DEPARTMENT reserves the right to approve or reject, at any time, the placement of such systems on its traffic signal equipment.
- j. **Previous Agreements.** All traffic signal and traffic control device maintenance and electrical energy provisions contained in presently existing agreements or understandings between the DEPARTMENT and the GOVERNMENTAL BODY for traffic signals and/or other traffic control devices covered by this Master Agreement shall upon execution of this Master Agreement by the DEPARTMENT be superseded and be of no force or effect.

All parking ordinances and provisions bearing on items other than traffic signal and traffic control device maintenance and energy charges contained in presently existing agreements or letters of understanding between the DEPARTMENT and the GOVERNMENTAL BODY shall remain in full force and effect.

- k. **Modification.** Exhibit A can be modified to add or delete signals or devices, but only by written revision signed by the Regional Engineer, the Engineer of Operations and the authorized representative for the GOVERNMENTAL BODY. The modification shall be effective when fully executed and filed with the Department and the Clerk or Secretary of the GOVERNMENTAL BODY. This provision applies only to modification of Exhibit A.
- l. **Plan Review.** All traffic signal plans prepared by others for installation on State highways within municipal corporate limits, which are to be added to this agreement, must be reviewed and approved by the DEPARTMENT and the GOVERNMENTAL BODY.
- m. **Cost Sharing.** As indicated in Exhibit A, the cost of energy and maintenance of traffic signals, and/or other traffic control devices generally are shared in proportion to the number of approaches maintained by each unit of government, however, other DEPARTMENT policies and practices require cost sharing of energy and maintenance to be based on other criteria besides the number of approaches maintained. The maintenance costs of the interconnect system and related equipment as well as engineering costs for any approved coordination and timing studies shall be shared within the interconnect system, unless otherwise agreed to in a permit or by other agreement.
- n. **Jurisdictionally Transferred.** The GOVERNMENTAL BODY will be responsible for the maintenance costs of all traffic signal and/or other traffic control devices related to a roadway or roadways that has or have been jurisdictionally transferred by the DEPARTMENT to the GOVERNMENTAL BODY in a prior agreement(s).
- o. **Billing.** Bills shall be submitted by the DEPARTMENT on a three (3) month basis. The amount billed shall be the costs incurred less any proceeds from third party damage claims received during the billing period for repair of signals or devices that are the responsibility of the GOVERNMENTAL BODY.
 - i. Any proposed single expenditure in excess of \$10,000 for repair or damage to an installation must be approved by the GOVERNMENTAL BODY before the expenditure is made.
 - ii. The hours, or parts thereof, billed for each maintenance item will be at the actual time directly related to the work task.
 - iii. THE DEPARTMENT costs are composed of labor, equipment, materials and the quantity of each. The cost for labor will be determined by the actual hourly rate for the employee plus a multiplier to include direct and indirect labor related costs, retirement, social security, health, hospitalization and life insurance, holidays, vacation, sick leave and workers compensation. Equipment costs will be as listed in the Schedule of Average Annual Equipment Ownership Expense. Materials will be at cost.

- iv. The cost for contracted work will be the actual cost for the contractor. In District One, maintenance costs are based on the District's Electrical Maintenance Contract's (EMC) related bid cost and may vary from contract to contract. The length of District One's EMC is generally 2 to 3 years.

3. Notice under this agreement shall be as follows:

For The DEPARTMENT:

Name and Title

Phone number

Email Address

Address

For the GOVERNMENTAL BODY:

Jeff Loster, Director of Public Works

Name and Title

708-714-3551

Phone Number

jloster@vrf.us

Email Address

400 Park Ave

River Forest, IL 60305

Address

4. **Effective Date.** This Agreement shall be effective from July 1, 2021 through June 30, 2031 and may be terminated prior to that date, by either party, upon 30 days written notice.

FOR THE GOVERNMENTAL BODY:

Village President

Signature and Job Title of Authorized Representative

Cathy Adduci

Type or Print Name of Authorized Representative

4/10/23

Date

FOR THE DEPARTMENT:

Jose Rios, Regional Engineer, Division of Highways

Yangs A. Kim, Chief Counsel

Date

(Approved as to form)

By: _____

Director, Division of Highways, Chief Engineer

Vicki Wilson, Chief Fiscal Officer

Date

Date: _____

By: _____

By: _____

Omer Osman, Secretary of Transportation

Date

By: _____

EXHIBIT B
SHORT FORM
TRAFFIC SIGNAL MAINTENANCE PROVISIONS

A. GENERAL PROVISIONS

1. CABINET PACK

Wiring diagrams, phase diagrams, and manuals that are required to be in each traffic signal controller cabinet at the time of construction completion shall remain in the cabinet. Written documentation of all traffic signal timing changes shall be provided in the cabinet. All entries shall be written in a clear and concise manner. The agent of the maintaining agency making any entries shall provide his/ her signature and date of entry. These shall be kept in the cabinet to assist the DEPARTMENT on emergency call outs.

2. HARDWARE SPECIFICATIONS

All equipment and material used shall comply with the requirements of the DEPARTMENT's Standard Specifications for Road and Bridge Construction and the district special provisions.

3. HIGHWAY LIGHTING

For maintenance involving combination traffic signal and lighting unit mast arm assemblies and poles, the foundation, traffic signal mast arm assembly, pole lighting arm, luminaire and lighting cable and all signal cable shall be considered part of the traffic signal system and are the responsibility of the DEPARTMENT.

The highway lighting system components of each combination mast arm assembly and pole shall be tested for proper operation and physical condition during the intersection cabinet inspection. All costs of repairing or replacing damaged or missing non-standard IDOT highway lighting system equipment is the responsibility of the GOVERNMENTAL BODY.

4. EMERGENCY VEHICLE PREEMPTION SYSTEM

Test Emergency Vehicle Preemption System (EVPS) equipment for proper operation and physical condition during the intersection cabinet inspection. All program settings and each sequence of operation must be verified to be correct during each inspection. All cost of inspection and maintaining the EVPS equipment, including the light detectors, light detector amplifiers, radio transmitters and receivers, antennas, confirmation lights, and cables and related components, is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing EVPS equipment is the responsibility of the GOVERNMENTAL BODY.

5. RAILROAD PREEMPTION

At all locations with railroad/traffic signal interconnects, respond to any and all emergency and all red flash alarms in a timely manner and notify the Illinois Commerce Commission and the GOVERNMENTAL BODY of the malfunction.

None of the traffic signal railroad preempt parameters including but not limited to the phase timings, phase sequences and pedestrian and vehicular clearance intervals can be modified without prior approval from the Illinois Commerce Commission.

Maintain unique spare controller data modules or sets of data chips containing the final railroad preemption parameters for each location.

Cooperate in any inspection as deemed necessary by the DEPARTMENT or the Illinois Commerce Commission.

The DEPARTMENT shall provide contact personnel available at all times to who railroad preemption malfunctions must be reported.

6. DAMAGE REPAIRS

Repair or replace any and all standard DEPARTMENT equipment damaged by any cause whatsoever. Equipment owned by a third party, such as EVP, lighted street name signs, TSP, and the like are the responsibility of others.

7. ACCIDENT DAMAGE

Be responsible to make recovery for damage to any part of the installation or system from the party causing the damage.

Whenever third-party claims cannot be recovered, the GOVERNMENTAL BODY shall share in the loss.

8. TEMPORARY TRAFFIC CONTROL

Provide temporary traffic control during a period of equipment failure or for when the controller must be disconnected. This may be accomplished through the installation of a spare controller, placing the intersection on flash, manually operating the controller, manually directing traffic through the use of proper authorities, or installing temporary stop signs which will be removed once the signal is in working condition.

9. EMERGENCY PERSONNEL

Provide skilled maintenance personnel who will be available to respond without delay to emergency calls. This may be provided by agency forces, contract, or maintenance agreement. Controller failure, lights out, knockdowns, or two (2) red lights out at intersection are considered emergencies.

B. AS REPORTED OR OBSERVED

1. LAMP REPLACEMENT

Replace burned out lamps for all red signal indications within twenty-four (24) hours of notification of burnout or on the next business day following the notification. However, if two or more red indications for an approach are burned out, these lamps must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other burned out lamps within forty-eight (48) hours or next business day of notification of burnout. Lamp changes shall always include a lens cleaning.

2. SIGNAL ALIGNMENT

Keep signal heads properly adjusted, including plumb, and tightly mounted. All controller cabinets, signal posts and controller pedestals should be tight on their foundations and in alignment.

3. CONTROLLER PROBLEMS

Check the controllers, relays, and detectors after receiving complaints or calls to ascertain that they are functioning properly and make all necessary repairs and replacement.

4. L.E.D. SIGNAL HEAD AND L.E.D. MODULE REPLACEMENT

An L.E.D. module shall be considered failed and shall be replaced if the indication is dark or if the module fails to meet ITE specification on minimum maintained luminous intensity.

Replace failed modules for all red signal indications within twenty-four (24) hours of notification of failure or on the next business day following the notification. However, if two or more red indications for an approach are failed, these modules must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other failed modules within forty-eight (48) hours or next business day of notification of failure.

C. WEEKLY

1. MASTER CONTROLLER or ADVANCE TRAFFIC MANAGEMENT SYSTEMS

At locations that are a part of a closed loop signal or advance traffic management systems maintained by the GOVERNMENTAL BODY, repair any and all malfunctions in a timely manner so that the signals remain under the control of the master at all times.

As needed assist in the implementation of the signal system timing plans.

Maintain the central signal system software on a PC so that the signal system is monitored weekly. Check weekly by phone or location visit for any malfunction. Verify software accuracy to central office software.

D. BI-MONTHLY (Every 2 months)

1. CABINET INSPECTION

Check the controllers, relays, and detectors to ascertain that they are functioning properly and make all necessary repairs and replacement.

Keep interior of controller cabinet in a clean and neat condition at all times. Replace filters per manufacturer's recommendations.

2. OBSERVE SIGNALS

Observe the signals at the time of the bi-monthly cabinet inspection. This involves stopping and watching for correct detection and timing operation.

3. DETECTION TESTING

Test and inspect vehicle detection inductance loops, loop detectors, and pedestrian detection during cabinet visit bi-monthly.

4. VIDEO DETECTION TESTING

Inspect, maintain, and clean all video detection and surveillance systems bi-monthly or as needed, to achieve clean lenses, and adjust for proper alignment and proper focus. This shall include system camera, lenses, camera housings and hood/shield, pan tilt, and zoom mechanisms and motors, mounting brackets and hardware, poles, microprocessors, controller, cables and communication equipment, and other related components. Maintenance shall include modifications to programmable detection zones.

5. CONTROLLER CHECK

When controllers malfunction, they shall be removed, repaired, and bench checked. The controllers shall not be removed for annual maintenance inspections.

This bi-monthly check should verify software with central office software and reprint cabinet pack timings sheet. Controller check shall occur during the bi-monthly cabinet inspection.

6. FUSE AND BREAKER CHECKS

Fuse and breaker checks should occur during the bi-monthly cabinet inspection. Replace burned out fuses or deteriorated breakers as needed.

7. CLEARANCE TRIMMING

Remove any obstruction blocking the line of sight of the traffic signal face to the motorist including trimming trees, bushes or any other form of vegetation blocking said lines of sight.

E. GENERAL

1. ANNUAL HARDWARE INSPECTION

Inspect all mast arm assemblies, mast arm poles, brackets (or other types of hardware) supporting traffic heads or pedestrian signal heads on an annual basis.

2. ANNUAL CONFLICT MONITOR AND MMU TEST

Test all conflict monitors and MMUs once every two years in accordance with manufacturer recommendations.

3. PAVEMENT MARKINGS

In District 1, the GOVERNMENTAL BODY shall inspect stop bars, symbols, special pavement treatments and crosswalks and replace as necessary to insure proper motorist and pedestrian guidance;

Whereas, in District 2 through District 9, the cost of pavement markings is shared between the DEPARTMENT and the GOVERNMENTAL BODY according to Exhibit A.

4. The GOVERNMENTAL BODY shall also be responsible for maintenance of the installed street name signs on approaches to a State highway from a local road. Because of the value of street name signs to motorists, the GOVERNMENTAL BODY shall provide such signs at all named State highway intersections.

s:\gen\wpdocs\traffic\yg\2011\2011_1\reverse master agreement changes accepted exhibit b 3_9_2011 (1) (2) final.docx

EXHIBIT A

Following is the list of signalized intersections and locations with traffic control devices along State highways located within or near the Village of River Forest in Cook County that are subject to the provisions of the attached Master Agreement to which this list is an exhibit.

		% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGES RESPONSIBILITY			As of 1/31/23 AGENCY PERFORMING MAINT.
LOCATION	TS#	STATE	LOCAL	OTHER	STATE	LOCAL	OTHER	
Lake St at Bonnie Brae	TS2362		100			100		STATE
Washington Blvd (Randolph) at Lathrop Av	TS5850	25	50	25 FOREST PARK	25	50	25 FOREST PARK	STATE
IL 43 (Harlem Av) at IL 64 (North Av)	TS2095	100			100			STATE
IL 43 (Harlem Av) at Augusta Blvd	TS2270	50	25	25 OAK PARK	50	25	25 OAK PARK	STATE
IL 43 (Harlem Av) at No/So/Central Av	TS2380	*100			50	12.5	25 OAK PRK,12.5 FOREST PRK	STATE
IL 43 (Harlem Av) at Chicago Av	TS2290	50	25	25 OAK PARK	50	25	25 OAK PARK	STATE
IL 43 (Harlem Av) at Division St	TS2295	50	25	25 OAK PARK	50	25	25 OAK PARK	STATE
IL 43 (Harlem Av) at Lake St	TS2360	*100			75		25 OAK PARK	STATE
IL 43 (Harlem Av) at Quick Av/Ontario St	TS2385	50	25	25 OAK PARK	50	25	25 OAK PARK	STATE
IL 64 (North Av) at 76th Av Lathrop	TS3025	*100			50	25	25 ELMWOOD PK	STATE
IL 64 (North Av) at Thatcher Av	TS3085	*100			75		25 ELMWOOD PK	STATE
Chicago Av at Thatcher Av	TS22325	50	50		50	50		LOCAL
Lake St at Thatcher Av	TS22335	50	50		50	50		LOCAL
Lake St at Lathrop Av	TS22340	50	50		50	50		LOCAL

*ADT (Avg. Daily Traffic) = >35,000+



MEMORANDUM

DATE: April 10, 2023

TO: Matt Walsh, Interim Village Administrator

FROM: Jeff Loster, Director of Public Works and Development Services

SUBJECT: Approval of Motor Fuel Tax Resolution -
2023 Maintenance of Streets and Highways

Issue: Staff is seeking approval of a Resolution under the Illinois Highway Code that authorizes expending Motor Fuel Tax (MFT) funds for the following projects:

1. 2023 Street Improvement Project (\$410,000)
2. 2023 Asphalt Pavement Street Patching Project (\$90,000)
3. 2023 Asphalt Pavement Crack Sealing Project (\$50,000)
4. Purchase of bulk rock salt and anti-icing liquid solution (\$50,000)

Analysis: In order for municipalities to expend MFT funds, the Illinois Department of Transportation (IDOT) requires that the Village Board approve the appropriation by adopting a resolution. Attached is the IDOT MFT resolution appropriating an expenditure of \$600,000.00 for the aforementioned projects.

The 2023 Street Improvement Project was designed in-house and has been approved by IDOT. It was recently competitively bid, as were the 2023 Crackfill and 2023 Pavement Patching Projects. All three of these contracts were awarded at the March 13, 2023 Village Board Meeting. In addition to these individual contract awards, IDOT also requires that the attached resolution be approved by the Village Board.

Recommendation: Staff is recommending a motion to approve a resolution appropriating \$600,000.00 of Motor Fuel Tax funds for the 2023 Maintenance Agreement.

Attachment: IDOT Resolution



District	County	Resolution Number	Resolution Type	Section Number
1	Cook		Original	23-00000-01-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of
Governing Body Type Local Public Agency Type
River Forest Illinois that there is hereby appropriated the sum of Five hundred
Name of Local Public Agency
fifty thousand dollars and zero cents Dollars (\$600,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from
01/01/23 to 12/31/23 .
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of River Forest
Local Public Agency Type Name of Local Public Agency
 shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Jonathan Keller Village Clerk in and for said Village
Name of Clerk Local Public Agency Type Local Public Agency Type
 of River Forest in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency
 provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of River Forest at a meeting held on 04/10/23 .
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____ .
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
 Department of Transportation



MEMORANDUM

DATE: April 10, 2023

TO: Matt Walsh, Interim Village Administrator

FROM: Jeff Loster, Director of Public Works and Development Services
Seth Jansen, Management Analyst

SUBJECT: Intergovernmental Agreement Approval – MWRD Grant Funding

Issue: Staff is seeking the approval of an Intergovernmental Agreement (IGA) with the Metropolitan Water Reclamation District (MWRD).

Analysis: In September of 2022, Village Staff submitted a grant application to the MWRD's Green Infrastructure Partnership Opportunity Program for potential funds for completion of the Green Alley Improvement Project. The Village specifically sought funds for the reconstruction of 3 of the remaining 5 alleys set to be completed in the Spring of 2023.

The MWRD received 34 submittals from area municipalities, townships, and other governmental agencies. In December of 2022, Village Staff was notified that the Green Alley Improvements submittal had been approved to receive grant funding in the amount of \$90,000.00. The IGA was approved by the MWRD Board of Commissioners on December 15th, 2022. Once the attached IGA is approved by the Village, the grant amount will be formalized. The funds will be disbursed in 4 payments of \$22,500. The first three payments will be paid upon receipt of reimbursement request upon completion of 25%, 50%, and 75% of the construction, respectively. The final payment will be paid upon receipt of invoices of final completion and after inspection by the MWRD.

Recommendation: Staff recommends approval of this IGA with the following motion: Motion to approve the Intergovernmental Agreement by and between the Village of River Forest and the Metropolitan Water Reclamation District of Greater Chicago for the Green Alley Improvements Project.

Attachments: MWRD IGA

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF
RIVER FOREST AND THE METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION, AND
MAINTENANCE OF THE GREEN ALLEY IMPROVEMENTS IN RIVER FOREST,
ILLINOIS**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago (“MWRDGC”), a unit of local government and corporate and body politic organized and existing under the laws of the State of Illinois, and the Village of River Forest (“Village”), a municipal corporation and non-home rule unit of government organized and existing under Article VII, Section 7 of the 1970 Constitution of the State of Illinois. Together, the MWRDGC and the Village may be referred to as the “Parties” and each individually as a “Party.”

WITNESSETH:

WHEREAS, on November 17, 2004, Public Act 093-1049 amended the Metropolitan Water Reclamation District Act (“Act”) in various ways; and

WHEREAS, the Act, as amended, declares that stormwater management in Cook County, Illinois is under the general supervision of the MWRDGC; and

WHEREAS, Public Act 098-0652 amended the Act again on June 18, 2014 by specifically authorizing the MWRDGC to plan, implement, and finance activities relating to local stormwater management projects in Cook County, Illinois; and

WHEREAS, one component of the MWRDGC’s stormwater management program includes green infrastructure, which is defined as the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evapotranspire stormwater and reduce flows to sewer systems or to surface waters as set forth at 33 U.S.C. § 1362 (27); and

WHEREAS, the MWRDGC is committed to implementing a Green Infrastructure Program Plan in conformance with Appendix E, Section II (C) of the consent decree entered into in United States, et al., v. Metropolitan Water Reclamation District of Greater Chicago, Case No.

1:11-cv-08859 (N.D. Ill. 2014), and the MWRDGC's formal commitment in this Agreement is intended to satisfy that obligation; and

WHEREAS, the Village is located within the boundaries of Cook County, Illinois; and

WHEREAS, pursuant to Sections 11-110-1 (65 ILCS 5/11-110-1) and 11-109-1 (65 ILCS 5/11-109-1) of the Illinois Municipal Code, the Village is empowered to construct and maintain green infrastructure and manage water, sewers, and stormwater within its corporate limits; and

WHEREAS, the Village proposes constructing two (2) permeable alleys using permeable pavers in the following locations in River Forest, Illinois, for the public benefit of reducing flooding and providing green infrastructure in the general area ("Public Benefit"): one (1) curved alley bounded by Franklin Avenue to the east, Vine Street to the south, and Park Avenue to the north and west; and one (1) "T" alley bounded by Vine Street to the north, Ashland Avenue to the east, Madison Street to the south, and Franklin Avenue to the west; and

WHEREAS, the proposed green infrastructure installations at the above-cited location(s) will further the MWRDGC's goal of informing the public of the value of green infrastructure and will provide the total design retention capacity set forth in Article 2 of this Agreement, which is in addition to any retention capacity that the Village must comply with under local, regional, state, or other regulations for stormwater management; and

WHEREAS, the Village intends to design, construct, operate, maintain, and own the proposed green infrastructure installations; and

WHEREAS, the Village's plans to construct the proposed green infrastructure installations may be accomplished more effectively, economically, and comprehensively with the Village and the MWRDGC cooperating and using their joint efforts and resources; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

WHEREAS, on December 15, 2022, the MWRDGC's Board of Commissioners authorized the execution of an intergovernmental agreement with the Village; and

WHEREAS, on April 10, 2023, the President and Board of Trustees of the Village authorized the execution of an intergovernmental agreement with the MWRDGC; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the MWRDGC and the Village agree as follows:

Article 1. Incorporation of Recitals

The above recitals are incorporated by reference and made a part of this Agreement.

Article 2. Scope of Work

1. The work contemplated by this Agreement will include design, construction, operation, and maintenance of permeable alleys (“Project”). These improvements are categorized by the MWRDGC as “green infrastructure.”
2. The Village, at its sole cost and expense, will prepare construction drawings, specifications, and details (“Construction Documents”) for the Project.
3. The Project will be constructed to maximize the design retention capacity. The green infrastructure components of the Project will be designed to capture a minimum of twenty seven thousand seven hundred (27,000) gallons of stormwater in any given rain event.
4. The Project will realize the Public Benefit of helping to alleviate flooding by, among other things, routing runoff from impervious tributary areas to the green infrastructure installations so as to reduce flooding and ponding located within and around the Project area, as shown in Exhibit 1.
5. The Village will provide the MWRDGC with a copy of thirty percent (30%), sixty percent (60%), and ninety-eight percent (98%) complete Construction Documents for the MWRDGC’s approval as to the Public Benefit.
6. Upon execution of this Agreement and until commencement of Project construction, the Village will provide monthly updates to the MWRDGC on (1) the status and progress of Project design and (2) the schedule for Bid Advertisement and Award for the Project.
7. The MWRDGC will review and provide written comments to the Village as to the Public Benefit within thirty (30) calendar days of receipt of the thirty percent (30%), sixty percent (60%), and ninety-eight percent (98%) complete Construction Documents. The Village will

incorporate the MWRDGC's review comments into the Construction Documents. At the ninety-eight percent (98%) completion stage, the Village shall include a detailed opinion regarding probable cost of construction and shall include a breakdown of design, construction, construction engineering, and any other Project-related costs incurred or that the Village expects to incur.

8. Upon award of any Project-related construction contracts, the Village will provide monthly updates to the MWRDGC as to (1) construction progress and (2) anticipated timeframes for submission of reimbursement requests, with the final request being submitted no later than sixty (60) calendar days upon final completion of the Project construction. Also, upon award, the Village will also provide the following to the MWRDGC: (1) a copy of its bid advertisement, including all newspaper, on-line, or any other media utilized by the Village; (2) a summary or tabulation of bids received; and (3) a copy of the Village's approval, resolution, or equivalent awarding the contract.
9. After construction, the Village will provide the MWRDGC with a copy of as-built drawings and related Project documentation, including any addenda, change orders, stormwater-related shop drawings, and field changes.
10. The MWRDGC retains the discretion to adjust the amount of its reimbursement commitment if, based upon the MWRDGC's review of the final Construction Documents—including any addenda, change orders, shop drawings, or field changes—it determines that the Project will not provide the minimum design retention capacity as set forth in paragraph 3 of Article 2 of this Agreement and the intended Public Benefit.
11. Although the MWRDGC will reimburse the Village for a portion of the Project, the Village bears sole responsibility for the overall cost, expense, and payment for the Project, which the Village will construct in accordance with the final Construction Documents.
12. To the extent practicable, the Village, its agents, contractors, or employees may elect to use the MWRDGC's biosolids in any amendments performed to the soil of the Project area, including but not limited to landscaping. Subject to availability, the MWRDGC will provide biosolids free of charge. The Village may be required to arrange and pay for the transportation necessary to deliver the biosolids to the Project area.
13. The Village will publicly advertise the Project and publicly award all Project-related construction contracts to the lowest responsible bidder as determined by the Village. The

Village will consider and act in general accord with the applicable standards of the MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24 (attached to this Agreement as Exhibit 2), when advertising and awarding the construction contracts. The Village will also require a payment bond and performance bond for all Project-related construction contracts in general accord with the applicable standards of Exhibit 2. The Village may impose more stringent requirements than those contained in Exhibit 2 when awarding Project-related construction contracts, but in no event will the Village's requirements fall below the MWRDGC's applicable general standards. Although the Village need not include Exhibit 2 as part of its bid documents, the Village is responsible for ensuring that these applicable minimum requirements are met.

14. The Village agrees that the Project is a "Covered Project" as defined in the MWRDGC's Multi-Project Labor Agreement for Cook County ("MPLA") (attached to this Agreement as Exhibit 3). As such, the Village agrees to be obligated as the MWRDGC would be in the MPLA and will ensure that the standards and requirements for "Covered Projects" will be met for the Project, as applicable. The Village may impose more stringent requirements than those contained in the MPLA when awarding Project-related construction contracts, but in no event will the Village's requirements fall below the standards for "Covered Projects" detailed in it. Although Exhibit 3 need not be included as part of the Project's bid documents, the Village is responsible for ensuring that its applicable minimum requirements are met.
15. The Village will comply with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* Current prevailing wage rates for Cook County are determined by the Illinois Department of Labor and are available on the Illinois Department of Labor's official website. It is the responsibility of the Village to obtain and comply with any revisions to the rates should they change during the construction phase of this Agreement.
16. The Village, at its sole cost and expense, will provide (1) the final design of the Project; (2) land acquisition and remediation, if any; and (3) construction oversight and administrative support for the Project.
17. The Village will submit an Operation and Maintenance Plan ("O&M Plan") for the MWRDGC's review and approval. The O&M Plan will be included as part of the Agreement as Exhibit 4. At its sole cost and expense, the Village will operate and maintain the Project in accordance with the O&M Plan.

18. The MWRDGC will reimburse the Village for seventeen percent (17.0%) of the total construction cost of the Project, but in no event will that amount exceed Ninety Thousand and 00/100 Dollars (\$90,000.00) ("Maximum Reimbursement Amount"). For purposes of this Agreement, "construction" will mean all work necessary to build the Project as depicted in the Construction Documents. The Village will be responsible for securing funding or contributing its own funds for all costs necessary to construct the Project in accordance with the Construction Documents. The Village will be solely responsible for change orders, overruns, or any other increases in the cost of the Project. All funding provided by the MWRDGC will be exclusively to reimburse the Village for construction of the Project.
19. The MWRDGC will disburse funds to the Village in accordance with the following schedule:
- a. Twenty-five percent (25%) of the Maximum Reimbursement Amount at receipt of a reimbursement request for twenty-five percent (25%) completion of construction;
 - b. Twenty-five percent (25%) of the Maximum Reimbursement Amount at receipt of a reimbursement request for fifty percent (50%) completion of construction;
 - c. Twenty-five percent (25%) of the Maximum Reimbursement Amount at receipt of a reimbursement request for seventy-five percent (75%) completion of construction; and
 - d. Subject to the Maximum Reimbursement Amount, the remaining amount necessary to cover the MWRDGC's share of the total construction cost as detailed in Article 2.18 will be paid upon receipt of invoices for final completion and after final inspection by the MWRDGC.

The Village must submit invoices for the representative percentage of construction within thirty (30) calendar days of meeting its respective completion percentage, through seventy-five percent (75%) completion, and within sixty (60) calendar days of final completion for the final reimbursement cost. **However, all invoices must be received no later than December 31, 2023.** The MWRDGC will only pay invoices submitted in strict accordance with the foregoing schedule. The MWRDGC may opt not to pay any late reimbursement requests or invoices.

20. The MWRDGC's Maximum Reimbursement Amount under this Agreement is based on the funding amount that the MWRDGC's Board of Commissioners approved and appropriated for the calendar year in which the Agreement is executed. Any additional funding from the

MWRDGC beyond that which was approved and appropriated for the initial calendar year is subject to the approval of the MWRDGC's Board of Commissioners.

21. The Village is responsible for all other Project costs including engineering, property acquisition, remediation, other design-related costs, construction inspection, and the remainder of the construction cost that is not reimbursed by the MWRDGC.
22. As a condition for reimbursement, the Village must submit copies of construction invoices to the MWRDGC for review along with the respective reimbursement requests.

Article 3. Permits and Fees

1. Federal, State, and County Requirements. The Village will obtain all federal, state, county, and local permits required by law for the construction of the Project and will assume any costs in procuring said permits. Additionally, the Village will obtain all consents and approvals required by federal, state, and county regulations for the construction of the Project and will assume any costs incurred in procuring all such consents and approvals.
2. Operation and Maintenance. The Village will obtain any and all permits necessary for the performance of any operations or maintenance work associated with the improvements to be constructed by the Village in connection with the Project, and in accordance with Article 5 of this Agreement.

Article 4. Property Interests

1. If the Project site is located entirely within a right of way, perpetual easement, or on other property represented to be owned solely by and within the Village, prior to execution of this Agreement, the Village must have an enforceable property interest in the Project site and provide proof of that interest to the MWRDGC. If the Project site is situated entirely in a right of way, perpetual easement, or on other property owned solely by and within the Village, and no proof of dedication, perpetual easement, or ownership is available, the Village may request and submit the form affidavit from the MWRDGC, which must be executed by an authorized officer of the Village. Acceptance of the affidavit is at the MWRDGC's discretion. Exhibit 5 appended to this Agreement contains the executed affidavit or, in the alternative, all relevant documentary evidence of dedication, perpetual easement, or ownership.
2. For all surrounding property impacting or being impacted by the Project, prior to starting construction of the Project, the Village will acquire any temporary or permanent easements,

license agreements, or fee simple title necessary for access to the Project site, as well as construction and maintenance of the Project. Any property interests acquired by the Village must be consistent with the MWRDGC's right to access the Project to conduct an inspection or perform maintenance as set out in Article 5 of this Agreement.

3. Should acquisition of property interests via condemnation be necessary, the Village will incur all associated costs, including purchase price and easement fees, as well as any attorney's fees. When necessary, the Village will be required to provide relocation assistance consistent with the obligations of all applicable state and federal law.
4. If it is determined during the design and/or construction phases of the Project, as performed by the Village, that hazardous substances are located in, on, or under the Project site, the Village must notify the MWRDGC in writing within fourteen (14) calendar days of this information becoming available. Following notification, the Village and the MWRDGC will meet to determine if it is appropriate for the Project to proceed. If the MWRDGC decides to proceed with the Project, the Village shall be responsible for all Project site remediation which must be performed consistent with all applicable state and federal law. If the Village is unwilling or incapable of remediating the Project site, and no alternative plan is feasible, this Agreement will be terminated by the MWRDGC.
5. The Village will record all easements, licenses, or deeds acquired for the Project.
6. The Village will own all the improvements constructed for the Project. Nothing in this Agreement creates an ownership or property interest for the MWRDGC in any part of the Project.
7. The Village may not lease, sell, or transfer the Project site or property owned by the Village that is necessary for construction, maintenance, and access to the Project site, in whole or part, to a third-party during the term of the IGA without the MWRDGC's prior written approval. The Village must provide the MWRDGC with at least sixty (60) calendar days' written notice of the date on which it intends to execute a lease, sell, or transfer the property. Failure to comply with this Subsection of the Agreement during the construction phase of the Project may result in termination by the MWRDGC pursuant to Article 8 of this Agreement and may require the Village to return all or a portion of the funds received from the MWRDGC, at the MWRDGC's discretion. Alternatively, failure to comply with this Subsection during the maintenance phase of the Project may result in the MWRDGC seeking full or partial repayment

of funds provided to the Village from the MWRDGC for the Project, subject to the MWRDGC's discretion.

Article 5. Maintenance

1. The Village, at its sole cost and expense, will maintain the Project in accordance with the MWRDGC-approved O&M Plan for at least twenty-five (25) years and must ensure that the Project perpetually provides the intended Public Benefit or that the Village replaces the Project after twenty-five (25) years with improvements that provide equal or greater stormwater benefit to the public.
2. The Village must conduct annual inspections to ensure adequate maintenance of the Project in accordance with the O&M Plan approved by the MWRDGC. The Village will prepare a report detailing its annual inspection, observations, and conclusions including whether the Project is operating as designed, functioning, and providing the intended Public Benefit. The annual inspection report must either be stamped by a Professional Engineer licensed by the State of Illinois or signed by the head of the department responsible for maintenance duties. The stamped or signed annual inspection report will be provided to the MWRDGC within thirty (30) calendar days of completion.
3. The MWRDGC will have the right (including any necessary right of access) to conduct its own annual inspection of the constructed Project upon reasonable notice to the Village.
4. In the event of failure of the Village to maintain the Project as described above to the satisfaction of the MWRDGC, the MWRDGC may issue a written notice by certified, registered, or electronic mail to the Village directing the Village to perform such maintenance. If maintenance has not been accomplished on or before thirty (30) calendar days after such notice, the MWRDGC may cause such maintenance to be performed and the Village will pay the MWRDGC the entire cost that the MWRDGC incurred to perform the required maintenance.
5. In addition to Subsection 4 above, if the MWRDGC determines that the Village has failed to maintain the Project's improvements to provide the intended Public Benefit, the MWRDGC may require the Village to repay some or all of the funding that the MWRDGC provided under this Agreement. The amount of repayment is at the sole discretion of the MWRDGC. However, this paragraph shall not apply if, after twenty-five (25) years, the Village replaces the Project with improvements that are deemed by the MWRDGC to have equal or greater Public Benefit.

6. In performing its obligations under this Article, the Village will comply with all access restrictions and notice requirements set forth in the easements, licenses, or deeds recorded pursuant to Article 4 of this Agreement.

Article 6. Notification

1. Bid Advertisement. The Village will provide the MWRDGC with thirty (30) calendar days' notice prior to Bid Advertisement for the Project.
2. Construction. The Village will provide the MWRDGC with a construction schedule and a minimum of seventy-two (72) hours' notice before the following project milestones:
 - Start of work
 - Substantial completion
 - Completion of work

Article 7. Notification to Residents (Public Outreach)

1. The Village will permanently display signs at location(s) in the vicinity of the Project that are present and visible to the community setting forth the following information: "This project is a joint effort between the Village of River Forest and the Metropolitan Water Reclamation District of Greater Chicago, designed to promote the use of green infrastructure as an effective means of stormwater management." The signs will be maintained by the Village and will include educational information about the benefits of green infrastructure. The MWRDGC will provide examples of signage used for similar projects upon request.
2. The Village will maintain on its website a hyperlink leading to the URL for the MWRDGC's website (<http://www.mwrd.org>).
3. The Village will advertise on its website—or, alternatively, in newsletters, bills, payment receipts, fliers, social media posts, or other mediums, electronic or otherwise—any upcoming MWRDGC-affiliated community events that are scheduled to occur within the Village's geographic boundaries or jurisdiction at least two (2) weeks in advance of their scheduled occurrence or within two (2) weeks after notice of their scheduled occurrence is transmitted to the Village's representative designated pursuant to Subsection 6 of this Article.
4. The Village shall notify the MWRDGC of its intent to hold any ceremonies and public outreach or educational events related to the Project (e.g. groundbreakings, ribbon cuttings, open houses, community fairs, etc.) at least two (2) weeks prior to the planned event date. Upon request, the

MWRDGC may co-host and/or provide any materials or equipment to be utilized at any Project-related events.

5. On the last business day of every month, the Village will submit to the MWRDGC a report detailing the following:
 - Any MWRDGC-affiliated community events advertised in the preceding thirty (30) calendar days pursuant to the preceding Subsection (if none, then the report will so state); and
 - The timeframe during which those advertisements were transmitted; and
 - The mediums utilized to transmit those advertisements.
6. Immediately upon execution of this Agreement, the following individuals will represent the Parties as a primary contact in all matters under this Article—including, but not limited to, notices or advertisements of upcoming MWRDGC-affiliated events—and, in addition to the individuals named in Article 26 of this Agreement, will be entitled to receipt of notice in all matters under this Article.

For the MWRDGC:
Public & Intergovernmental Affairs
Officer
Metropolitan Water Reclamation
District of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-6626
Email: publicaffairsinfo@mwrdd.org

For the Village:
Seth Jansen
Management Analyst
Village of River Forest
400 Park Avenue
River Forest, Illinois 60305
Phone: 708-366-8500
Email: sjansen@vrf.us

Each Party agrees to promptly notify the other Party of any change in its designated representative under this Article, which notice will include the name, address, telephone number, and electronic mail address of the representative for such Party for the purpose of providing notice.

7. The rights, duties, and obligations of this Article - with the exception of those set forth in Subsection 1 - will automatically terminate upon the MWRDGC's final reimbursement payment to the Village under the provisions of this Agreement.

Article 8. Termination

1. Prior to commencement of construction of the Project, the Village may, at its option, and upon giving notice to the MWRDGC in the manner provided in Article 25 of this Agreement,

terminate this Agreement as it pertains to the entire Project. The Village will return all Project-related funds received from the MWRDGC no later than fourteen (14) calendar days following its termination of the Agreement.

2. Prior to Bid Advertisement of the Project, the MWRDGC may, at its option, and upon giving notice to the Village in the manner provided in Article 25 of this Agreement, terminate this Agreement as it pertains to the entire Project. The MWRDGC may also terminate this Agreement if: (a) the Village does not award construction of the Project within six (6) months from the date of execution of the IGA or by October 1, 2023, whichever comes first or (b) the Project is not completed in accordance with the Construction Documents within one (1) year of the Village's initial award of a construction contract related to the Project or by December 1, 2023, whichever comes first. If the MWRDGC elects to terminate this Agreement based upon either (a) or (b) listed above, the Village must return all funds provided by the MWRDGC within fourteen (14) calendar days of termination. In its sole discretion, the MWRDGC may approve an extension prior to the expiration of the six (6) month award period or one (1) year completion period for delays outside the Village's control and where the Village has made good faith efforts to advance the Project.
3. If, pursuant to Article 4 of this Agreement, the Village is unwilling or incapable of remediating the Project site, and no alternative plan is feasible, this Agreement will be terminated by the MWRDGC. The MWRDGC will provide thirty (30) calendar days written notice to the Village of intent to terminate. Any funds received by the Village from the MWRDGC must be returned within thirty (30) calendar days of such termination.
4. If during the term of this Agreement, either Party fails to comply with any of the provisions contained in this Agreement, the other Party may seek to terminate this Agreement upon thirty (30) calendar days' written notice. Upon receiving written notice of desire to terminate, the Parties shall commence discussion regarding conformance with the Agreement. If a resolution is reached, the Agreement shall proceed. If no resolution is reached, the Agreement shall be deemed terminated. Within thirty (30) calendar days of such termination, all funds received from the MWRDGC shall be returned, unless other arrangements are agreed upon in writing.

Article 9. Effective Date

This Agreement becomes effective on the date that the last signature is affixed to the signature pages.

Article 10. Duration

Subject to the terms and conditions of Article 8 of this Agreement, this Agreement will remain in full force and effect for perpetuity.

Article 11. Non-Assignment

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

Article 12. Waiver of Personal Liability

No official, employee, or agent of either Party to this Agreement will be charged personally by the other Party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted in this Agreement, nor will he or she be held personally liable under any term, provision, or subsection of this Agreement, or because of a Party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

Article 13. Indemnification

The Village will defend, indemnify, and release from liability the MWRDGC, its Commissioners, officers, employees, and other agents ("MWRDGC Parties") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorney fees and disbursements), claims, demands, actions, suits, proceedings, judgments, or settlements, any or all of which are asserted by any individual, private entity, or public entity against the MWRDGC Parties and arise out of or are in any way related to: (1) design, construction, or maintenance of the Project that is the subject of this Agreement or (2) the exercise of any right, privilege, or authority granted to the Village under this Agreement.

Article 14. Representations of the Village

The Village covenants, represents, and warrants as follows:

1. The Village has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign on behalf of and to bind the Village; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for in this Agreement, and the fulfillment of the terms will not result in any breach of any of the

terms or provisions of or constitute a default under any agreement of the Village or any instrument to which the Village is bound or any judgment, decree, or order of any court, governmental body, or any applicable law, rule, or regulation; and

4. The funds allocated by the Village for this Project are separate from and in addition to the funds that the MWRDGC will provide under this Agreement.

Article 15. Representations of the MWRDGC

The MWRDGC covenants, represents, and warrants as follows:

1. The MWRDGC has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of the MWRDGC are duly authorized to sign on behalf of and to bind the MWRDGC; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for in this Agreement, and the fulfillment of its terms will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the MWRDGC or any instrument to which the MWRDGC is bound or any judgment, decree, or order of any court, governmental body, or any applicable law, rule, or regulation.

Article 16. Disclaimers

This Agreement is not intended, nor will it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement will be construed to establish a contractual relationship between the MWRDGC and any party other than the Village.

Article 17. Waivers

Whenever a Party to this Agreement by proper authority waives the other Party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, will only apply to the particular instance and will not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver will be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

Article 18. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Article 19. Necessary Documents

Each Party agrees to execute and deliver all further documents, and take all further action reasonably necessary, to effectuate the purpose of this Agreement. Upon the completion of the Project, the Village will provide the MWRDGC with a full-sized copy of “As-Built” drawings for the Project. The drawings will be affixed with the “As-Built” printed mark and must be signed by both the Village resident engineer and the contractor.

Article 20. Compliance with Applicable Laws and Deemed Inclusion of Same

The Parties agree to observe and comply with all federal, state, and local laws, codes, and ordinances applicable to the Project. Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either Party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement. The Parties to this Agreement will comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement, including the Equal Opportunity clause set forth in Appendix A to the Illinois Department of Human Rights’ regulations, which is incorporated by reference in its entirety as though fully set forth in this Agreement.

The Village agrees that it will ensure that all contractors and sub-contractors that perform work on the Project are properly registered to transact business with the Illinois Secretary of State, are

properly licensed for the work to be performed, and are properly insured at all times while performing work under this Agreement.

Article 21. Entire Agreement

This Agreement, and any exhibits or riders attached hereto, constitute the entire agreement between the Parties. No other warranties, inducements, considerations, promises, or interpretations may be implied that are not expressly set forth in this Agreement.

Article 22. Amendments

This Agreement cannot be amended unless it is done so in writing and signed by the authorized representatives of both Parties.

Article 23. References to Documents

All references in this Agreement to any exhibit or document will be deemed to include all supplements and authorized amendments to any such exhibits or documents to which both Parties hereto are privy.

Article 24. Judicial and Administrative Remedies

The Parties agree that this Agreement and any subsequent amendments will be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The Parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate court of competent jurisdiction located in Cook County, Illinois.

The rights and remedies of the MWRDGC or the Village will be cumulative, and election by the MWRDGC or the Village of any single remedy will not constitute a waiver of any other remedy that such Party may pursue under this Agreement.

Article 25. Notices

Unless otherwise stated in this Agreement, all notices given in connection with this Agreement will be deemed adequately given only if in writing and addressed to the Party for whom such notices are intended at the addresses set forth in Article 26 of this Agreement. All notices will be sent by personal delivery, overnight messenger service, first class registered or certified mail with postage prepaid and return receipt requested, or by electronic mail. A written notice will be deemed

to have been given to the recipient Party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by overnight courier service, on the next business day following deposit with the overnight courier; (c) with respect to notices sent by mail, two (2) calendar days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (d) with respect to notices sent by electronic mail, on the date of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. In the heading of all notices, the Parties must identify the Project by stating as follows: “IGA between the Village of River Forest and the MWRDGC for the Green Alley Improvements in River Forest”.

The Parties must address all notices referred to in this Agreement, or that either Party desires to give to the other, as set forth in Article 7 or Article 26 of this Agreement, as applicable, unless otherwise specified and agreed to by the Parties.

Article 26. Representatives

Immediately upon execution of this Agreement, the following individuals will represent the Parties as primary contacts and must receive notice in all matters under this Agreement. For matters under Article 7 of this Agreement, notice must also be given to the individuals named in that Article as primary contacts.

For the MWRDGC:
Director of Engineering
Metropolitan Water Reclamation District of
Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-7905
Email: oconnorc@mwrdd.org

For the Village:
Director of Public Works and Development
Services
Village of River Forest
400 Park Avenue
River Forest, Illinois 60305
Phone: 708-714-3551
Email: jloster@vrf.us

Each Party agrees to promptly notify the other Party of any change in its designated representative, and provide the new representative’s name, address, telephone number, and electronic mail address.

Article 27. Interpretation and Execution

1. Each Party agrees to provide a certified copy of the ordinance, bylaw, or other authority demonstrating that the person(s) signing this Agreement is/are authorized to do so and that this Agreement is a valid and binding obligation of the Party.
2. The Parties will execute this Agreement in quadruplicate with original signatures, unless the Parties otherwise agree to execute electronically.

Article 28. Exhibits and Attachments

The following Exhibits are attached and incorporated into this Agreement, with amended versions attached, as applicable:

- | | |
|-------------------|--|
| Exhibit 1: | Project Vicinity Map and Project Conceptual Drawing |
| Exhibit 2: | MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24 |
| Exhibit 3: | MWRDGC's Multi-Project Labor Agreement (Cook County) with Certificate of Compliance (effective date of October 6, 2017) ("MPLA") |
| Exhibit 4: | Operation and Maintenance Plan, Inspection Log |
| Exhibit 5: | Project site property interest documents or Affidavit |

The Metropolitan Water Reclamation District of Greater Chicago and Village of River Forest have executed this Agreement, by their authorized officers, duly attested and their seals affixed, as of the date of the last signature affixed hereto.

VILLAGE OF RIVER FOREST

BY: _____
Cathy Adduci, Village President

Date: _____

ATTEST:

Jonathan Keller, Village Clerk

Date _____

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance

Date

Executive Director

Date

ATTEST:

Clerk

Date

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

Director of Engineering

Date

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

Date

General Counsel

Date

EXHIBIT 1

PROJECT VICINITY MAP AND CONCEPTUAL DRAWING

23-IGA-08 – Green Alley Improvements in River Forest, SSA



Alley 1



Alley 2

EXHIBIT 2

MWRDGC'S PURCHASING ACT

(70 ILCS 2605/11.1) (from Ch. 42, par. 331.1)

Sec. 11.1. Sections 11.1 through 11.24 of this amendatory Act of 1963 shall be known and may be cited as the "Purchasing Act for the Metropolitan Sanitary District of Greater Chicago."

(Source: P.A. 82-1046.)

(70 ILCS 2605/11.2) (from Ch. 42, par. 331.2)

Sec. 11.2. In addition to all the rights, powers, privileges, duties and obligations conferred thereon in "An Act to create sanitary districts and to remove obstructions in the Des Plaines and Illinois rivers", approved May 29, 1889, as amended, the Metropolitan Sanitary District of Greater Chicago shall have the rights, powers and privileges and shall be subject to the duties and obligations conferred thereon by this amendatory Act of 1963.

(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.3) (from Ch. 42, par. 331.3)

Sec. 11.3. Except as provided in Sections 11.4 and 11.5, all purchase orders or contracts involving amounts in excess of the mandatory competitive bid threshold and made by or on behalf of the sanitary district for labor, services or work, the purchase, lease or sale of personal property, materials, equipment or supplies, or the granting of any concession, shall be let by free and open competitive bidding after advertisement, to the lowest responsible bidder or to the highest responsible bidder, as the case may be, depending upon whether the sanitary district is to expend or receive money.

All such purchase orders or contracts which shall involve amounts that will not exceed the mandatory competitive bid threshold, shall also be let in the manner prescribed above whenever practicable, except that after solicitation of bids, such purchase orders or contracts may be let in the open market, in a manner calculated to insure the best interests of the public. The provisions of this section are subject to any contrary provisions contained in "An Act concerning the use of Illinois mined coal in certain plants and institutions", filed July 13, 1937, as heretofore and hereafter amended. For purposes of this Section, the "mandatory competitive bid threshold" is a dollar amount equal to 0.1% of the total general fixed assets of the district as reported in the most recent required audit report. In no event, however, shall the mandatory competitive bid threshold dollar amount be less than \$10,000 or more than \$40,000.

Notwithstanding the provisions of this Section, the sanitary district is expressly authorized to establish such procedures as it deems appropriate to comply with state or federal regulations as to affirmative action and the utilization of small and minority businesses in construction

and procurement contracts.
(Source: P.A. 92-195, eff. 1-1-02.)

(70 ILCS 2605/11.4) (from Ch. 42, par. 331.4)

Sec. 11.4. Contracts which by their nature are not adapted to award by competitive bidding, such as, but not only, contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, contracts for the purchase or sale of utilities and contracts for materials economically procurable only from a single source of supply and leases of real property where the sanitary district is the lessee shall not be subject to the competitive bidding requirements of this Act. The sanitary district is expressly authorized to procure from any federal, state or local governmental unit or agency such surplus materials, as may be made available without conforming to the competitive bidding requirements of this Act. Regular employment contracts, whether classified in civil service or not, shall not be subject to the competitive bidding requirements of this Act.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.5) (from Ch. 42, par. 331.5)

Sec. 11.5. In the event of an emergency affecting the public health or safety, so declared by action of the board of trustees, which declaration shall describe the nature of the injurious effect upon the public health or safety, contracts may be let to the extent necessary to resolve such emergency without public advertisement. The declaration shall fix the date upon which such emergency shall terminate. The date may be extended or abridged by the board of trustees as in its judgment the circumstances require.

The executive director appointed in accordance with Section 4 of this Act shall authorize in writing and certify to the director of procurement and materials management those officials or employees of the several departments of the sanitary district who may purchase in the open market without filing a requisition or estimate therefor, and without advertisement, any supplies, materials, equipment or services, for immediate delivery to meet bona fide operating emergencies where the amount thereof is not in excess of \$50,000; provided, that the director of procurement and materials management shall be notified of such emergency. A full written account of any such emergency together with a requisition for the materials, supplies, equipment or services required therefor shall be submitted immediately by the requisitioning agent to the executive director and such report and requisition shall be submitted to the director of procurement and materials management and shall be open to public inspection for a period of at least one year subsequent to the

date of such emergency purchase. The exercise of authority in respect to purchases for such bona fide operating emergencies shall not be dependent upon a declaration of emergency by the board of trustees under the first paragraph of this Section. (Source: P.A. 95-923, eff. 1-1-09; 96-165, eff. 8-10-09.)

(70 ILCS 2605/11.6) (from Ch. 42, par. 331.6)

Sec. 11.6. The head of each department shall notify the director of procurement and materials management of those officers and employees authorized to sign requests for purchases. Requests for purchases shall be void unless executed by an authorized officer or employee and approved by the director of procurement and materials management. Requests for purchases may be executed, approved and signed manually or electronically.

Officials and employees making requests for purchases shall not split or otherwise partition for the purpose of evading the competitive bidding requirements of this Act, any undertaking involving amounts in excess of the mandatory competitive bid threshold.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.7) (from Ch. 42, par. 331.7)

Sec. 11.7. All proposals to award purchase orders or contracts involving amounts in excess of the mandatory competitive bid threshold shall be published at least 12 calendar days in advance of the date announced for the receiving of bids, in a secular English language newspaper of general circulation in said sanitary district and shall be posted simultaneously on readily accessible bulletin boards in the principal office of the sanitary district. Nothing contained in this section shall be construed to prohibit the placing of additional advertisements in recognized trade journals. Advertisements for bids shall describe the character of the proposed contract or agreement in sufficient detail either in the advertisement itself or by reference to plans, specifications or other detail on file at the time of publication of the first announcement, to enable the bidders to know what their obligation will be. The advertisement shall also state the date, time and place assigned for the opening of bids. No bids shall be received at any time subsequent to the time indicated in the announcement; however, an extension of time may be granted for the opening of such bids upon publication in the same newspaper of general circulation in said sanitary district stating the date to which bid opening has been extended. The time of the extended bid opening shall not be less than 5 days after publication, Sundays and legal holidays excluded.

Cash, cashier's check or a certified check payable to the clerk and drawn upon a bank, as a deposit of good faith, in a

reasonable amount not in excess of 10% of the contract amount, may be required of each bidder by the director of procurement and materials management on all bids involving amounts in excess of the mandatory competitive bid threshold. If a deposit is required, the advertisement for bids shall so specify. Instead of a deposit, the director of procurement and materials management may allow the use of a bid bond if the bond is issued by a surety company that is listed in the Federal Register and is authorized to do business in the State of Illinois.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.8) (from Ch. 42, par. 331.8)

Sec. 11.8. Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such bidder void. Each bidder shall accompany his bid with a sworn statement, or otherwise swear or affirm, that he has not been a party to any such agreement or collusion. Any disclosure in advance of the opening of bids, on the terms of the bids submitted in response to an advertisement, made or permitted by the director of procurement and materials management or any officer or employee of said sanitary district shall render the proceedings void and shall require re-advertisement and re-award.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.9) (from Ch. 42, par. 331.9)

Sec. 11.9. All sealed bids shall be publicly opened by the director of procurement and materials management, or his designee, and such bids shall be open to public inspection for a period of at least 48 hours before award is made; provided, this provision shall not apply to the sale of bonds, tax anticipation warrants or other financial obligations of the sanitary district.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.10) (from Ch. 42, par. 331.10)

Sec. 11.10. Every contract or purchase order involving amounts in excess of the mandatory competitive bid threshold shall be signed by the president or other duly authorized officer of the board of commissioners, by the executive director, by the clerk and by the director of procurement and materials management. Each bid with the name of the bidder shall be entered upon a record which shall be open to public inspection in the office of the director of procurement and

materials management. After the award is made, the bids shall be entered in the official records of the board of commissioners.

All purchase orders or contracts involving amounts that will not exceed the mandatory competitive bid threshold shall be let by the director of procurement and materials management. They shall be signed by the director of procurement and materials management and the clerk. All records pertaining to such awards shall be open to public inspection for a period of at least one year subsequent to the date of the award.

An official copy of each awarded purchase order or contract together with all necessary attachments thereto, including assignments and written consent of the director of procurement and materials management shall be retained by the director of procurement and materials management in an appropriate file open to the public for such period of time after termination of contract during which action against the municipality might ensue under applicable laws of limitation. Certified copies of all completed contracts and purchase orders shall be filed with the clerk. After the appropriate period, purchase orders, contracts and attachments in the clerk's possession may be destroyed by direction of the director of procurement and materials management.

The provisions of this Act are not applicable to joint purchases of personal property, supplies and services made by governmental units in accordance with Sections 1 through 5 of "An Act authorizing certain governmental units to purchase personal property, supplies and services jointly," approved August 15, 1961.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.11) (from Ch. 42, par. 331.11)

Sec. 11.11. In determining the responsibility of any bidder, the director of procurement and materials management may take into account, in addition to financial responsibility, past records of transactions with the bidder, experience, adequacy of equipment, ability to complete performance within a specific time and other pertinent factors, including but not limited to whether the equipment or material is manufactured in North America.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.12) (from Ch. 42, par. 331.12)

Sec. 11.12. Any and all bids received in response to an advertisement may be rejected by the director of procurement and materials management if the bidders are not deemed responsible, or the character or quality of the services, supplies, materials, equipment or labor do not conform to requirements, or if the public interest may be better served

thereby.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.13) (from Ch. 42, par. 331.13)

Sec. 11.13. Bond, with sufficient sureties, in such amount as shall be deemed adequate by the director of procurement and materials management not only to insure performance of the contract in the time and manner specified in said contract but also to save, indemnify and keep harmless the sanitary district against all liabilities, judgments, costs and expenses which may in anywise accrue against said sanitary district in consequence of the granting of the contract or execution thereof shall be required for all contracts relative to construction, rehabilitation or repair of any of the works of the sanitary district and may be required of each bidder upon all other contracts in excess of the mandatory competitive bid threshold when, in the opinion of the director of procurement and materials management, the public interest will be better served thereby.

In accordance with the provisions of "An Act in relation to bonds of contractors entering into contracts for public construction", approved June 20, 1931, as amended, all contracts for construction work, to which the sanitary district is a party, shall require that the contractor furnish bond guaranteeing payment for materials and labor utilized in the contract.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.14) (from Ch. 42, par. 331.14)

Sec. 11.14. No contract to which the sanitary district is a party shall be assigned by the successful bidder without the written consent of the director of procurement and materials management. In no event shall a contract or any part thereof be assigned to a bidder who has been declared not to be a responsible bidder in the consideration of bids submitted upon the particular contract.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.15) (from Ch. 42, par. 331.15)

Sec. 11.15. No person shall be employed upon contracts for work to be done by any such sanitary district unless he or she is a citizen of the United States, a national of the United States under Section 1401 of Title 8 of the United States Code, an alien lawfully admitted for permanent residence under Section 1101 of Title 8 of the United States Code, an individual who has been granted asylum under Section 1158 of

Title 8 of the United States Code, or an individual who is otherwise legally authorized to work in the United States. (Source: P.A. 98-280, eff. 8-9-13; 99-231, eff. 8-3-15.)

(70 ILCS 2605/11.16) (from Ch. 42, par. 331.16)

Sec. 11.16. The executive director, with the advice and consent of the board of trustees, shall appoint the director of procurement and materials management. Any person appointed as the director of procurement and materials management must have served at least 5 years in a responsible executive capacity requiring knowledge and experience in large scale purchasing activities.

In making the appointment, the president shall appoint an advisory committee consisting of 5 persons, one of whom shall be the executive director, which advisory board shall submit not fewer than 3 names to the general superintendent for the appointment. The executive director shall make the appointment from nominees submitted by the Advisory Committee after giving due consideration to each nominee's executive experience and his ability to properly and effectively discharge the duties of the director of procurement and materials management.

The director of procurement and materials management may be removed for cause by the executive director. He is entitled to a public hearing before the executive director prior to such anticipated removal. The director of procurement and materials management is entitled to counsel of his own choice. The executive director shall notify the board of trustees of the date, time, place and nature of each hearing and he shall invite the board to appear at each hearing.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.17) (from Ch. 42, par. 331.17)

Sec. 11.17. Powers of director of procurement and materials management. The director of procurement and materials management shall: (a) adopt, promulgate and from time to time revise rules and regulations for the proper conduct of his office; (b) constitute the agent of the sanitary district in contracting for labor, materials, services, or work, the purchase, lease or sale of personal property, materials, equipment or supplies in conformity with this Act; (c) open all sealed bids; (d) determine the lowest or highest responsible bidder, as the case may be; (e) enforce written specifications describing standards established pursuant to this Act; (f) operate or require such physical, chemical or other tests as may be necessary to insure conformity to such specifications with respect to quality of materials; (g) exercise or require such control as may be necessary to insure conformity to contract provisions with respect to quantity; (h) distribute or cause to be distributed, to the various requisitioning agencies of such

sanitary district such supplies, materials or equipment, as may be purchased by him; (i) transfer materials, supplies, and equipment to or between the various requisitioning agencies and to trade in, sell, donate, or dispose of any materials, supplies, or equipment that may become surplus, obsolete, or unusable; except that materials, supplies, and equipment may be donated only to not-for-profit institutions; (j) control and maintain adequate inventories and inventory records of all stocks of materials, supplies and equipment of common usage contained in any central or principal storeroom, stockyard or warehouse of the sanitary district; (k) assume such related activities as may be assigned to him from time to time by the board of trustees; and (m) submit to the board of trustees an annual report describing the activities of his office. The report shall be placed upon the official records of the sanitary district or given comparable public distribution. (Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.18) (from Ch. 42, par. 331.18)

Sec. 11.18. The board of trustees is expressly authorized to establish a revolving fund to enable the director of procurement and materials management to purchase items of common usage in advance of immediate need. The revolving fund shall be reimbursed from appropriations of the using agencies. No officer or employee of a sanitary district organized pursuant to this Act shall be financially interested, directly or indirectly, in any bid, purchase order, lease or contract to which such sanitary district is a party. For purposes of this Section an officer or employee of the sanitary district is deemed to have a direct financial interest in a bid, purchase order, lease or contract with the district, if the officer or employee is employed by the district and is simultaneously employed by a person or corporation that is a party to any bid, purchase order, lease or contract with the sanitary district.

Any officer or employee convicted of a violation of this section shall forfeit his office or employment and in addition shall be guilty of a Class 4 felony. (Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.19) (from Ch. 42, par. 331.19)

Sec. 11.19. No department, office, agency or instrumentality, officer or employee of the sanitary district, shall be empowered to execute any purchase order or contract except as expressly authorized by this Act. (Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.19a) (from Ch. 42, par. 331.19a)

Sec. 11.19a. Purchases made pursuant to this Act shall be made in compliance with the "Local Government Prompt Payment Act", approved by the Eighty-fourth General Assembly. (Source: P.A. 84-731.)

(70 ILCS 2605/11.20) (from Ch. 42, par. 331.20)

Sec. 11.20. There shall be a board of standardization, composed of the director of procurement and materials management of the sanitary district who shall be chairman, and 4 other members who shall be appointed by the president of the board of trustees of the sanitary district. The members shall be responsible heads of a major office or department of the sanitary district and shall receive no compensation for their services on the board. The board shall meet at least once each 3 calendar months upon notification by the chairman at least 5 days in advance of the date announced for such meeting. Official action of the board shall require the vote of a majority of all members of the board. The chairman shall cause to be prepared a report describing the proceedings of each meeting. The report shall be transmitted to each member and shall be made available to the president and board of trustees of such sanitary district within 5 days subsequent to the date of the meeting and all such reports shall be open to public inspection, excluding Sundays and legal holidays.

The board of standardization shall: (a) classify the requirements of the sanitary district, including the departments, offices and other boards thereof, with respect to supplies, materials and equipment; (b) adopt as standards, the smallest numbers of the various qualities, sizes and varieties of such supplies, materials and equipment as may be consistent with the efficient operation of the sanitary district; and (c) prepare, adopt, promulgate, and from time to time revise, written specifications describing such standards.

Specifications describing in detail the physical, chemical and other characteristics of supplies, material or equipment to be acquired by purchase order or contract shall be prepared by the board of standardization. However, all specifications pertaining to the construction, alteration, rehabilitation or repair of any real property of such sanitary district shall be prepared by the engineering agency engaged in the design of such construction, alteration, rehabilitation or repair, prior to approval by the director of procurement and materials management. The specification shall form a part of the purchase order or contract, and the performance of all such contracts shall be supervised by the engineering agency designated in the contracts.

In the preparation or revision of standard specifications the board of standardization shall solicit the advice, assistance and cooperation of the several requisitioning agencies and shall be empowered to consult such public or non-public laboratory or technical services as may be deemed expedient. After adoption, each standard specification shall,

until rescinded, apply alike in terms and effect to every purchase order or contract for the purchase of any commodity, material, supply or equipment. The specifications shall be made available to the public upon request.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.21) (from Ch. 42, par. 331.21)

Sec. 11.21. Official ordinances authorized by this Act shall be adopted by formal action of the board of trustees of the sanitary district and shall be published for the information of the public.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.22) (from Ch. 42, par. 331.22)

Sec. 11.22. Any purchase order or contract executed in violation of this Act shall be null and void. Public funds which have been expended thereon, may be recovered in the name of the sanitary district in any court of competent jurisdiction.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.23) (from Ch. 42, par. 331.23)

Sec. 11.23. The comptroller of the sanitary district shall conduct audits of all expenditures incident to all purchase orders and contracts awarded by the director of procurement and materials management. The comptroller shall report the results of such audits to the president and board of trustees.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.24) (from Ch. 42, par. 331.24)

Sec. 11.24. (a) A person or business entity shall be disqualified from doing business with The Metropolitan Sanitary District of Greater Chicago for a period of 5 years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity:

1. has been convicted of an act of bribery or attempting to bribe an officer or employee of the federal government or of a unit of any state or local government or school district in that officer's or employee's official capacity; or
2. has been convicted of an act of bid-rigging or attempting to rig bids as defined in the Federal Sherman Anti-Trust Act and Clayton Act; or

3. has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois or any other state; or

4. has been convicted of an act of price-fixing or attempting to fix prices as defined by the Federal Sherman Anti-Trust Act and Clayton Act; or

5. has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois or any other state; or

6. has been convicted of defrauding or attempting to defraud the Federal government or a unit of any state or local government or school district; or

7. has made an admission of guilt of such conduct as set forth in subsections 1 through 6 above, which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8. has entered a plea of nolo contendere to charges of bribery, price-fixing, bid-rigging, or fraud as set forth in subsections 1 through 6 above.

(b) "Business entity" as used in this section means a corporation, partnership, trust, association, unincorporated business or individually owned business.

(c) A business entity shall be disqualified if the following persons are convicted of, have made an admission of guilt, or enter a plea of nolo contendere to a disqualifying act described in paragraph (a), subsections 1 through 6, regardless of whether or not the disqualifying act was committed on behalf or for the benefit of such business entity:

(1) a person owning or controlling, directly or indirectly, 20% or more of its outstanding shares; or

(2) a member of its board of directors; or

(3) an agent, officer or employee of such business entity.

(d) Disqualification Procedure. After bids are received, whether in response to a solicitation for bids or public advertising for bids, if it shall come to the attention of the director of procurement and materials management that a bidder has been convicted, made an admission of guilt, a plea of nolo contendere, or otherwise falls within one or more of the categories set forth in paragraphs (a), (b) or (c) of this Section, the director of procurement and materials management shall notify the bidder by certified mail, return receipt requested, that such bidder is disqualified from doing business with the Sanitary District. The notice shall specify the reasons for disqualification.

(e) Review Board. A review board consisting of 3 individuals shall be appointed by the Executive Director of the Sanitary District. The board shall select a chairman from its own members. A majority of the members shall constitute a quorum and all matters coming before the board shall be determined by a majority. All members of the review board shall serve without compensation, but shall be reimbursed actual expenses.

(f) Review. The director of procurement and materials management's determination of disqualification shall be final

as of the date of the notice of disqualification unless, within 10 calendar days thereafter, the disqualified bidder files with the director of procurement and materials management a notice of appeal. The notice of appeal shall specify the exceptions to the director of procurement and materials management's determination and shall include a request for a hearing, if one is desired. Upon receipt of the notice of appeal, the director of procurement and materials management shall provide a copy to each member of the review board. If the notice does not contain a request for a hearing, the director of procurement and materials management may request one within 5 days after receipt of the notice of appeal. If a hearing is not requested, the review board may, but need not, hold a hearing.

If a hearing is not requested, the review board, unless it decides to hold a hearing, shall review the notice of disqualification, the notice of appeal and any other supporting documents which may be filed by either party. Within 15 days after the notice of appeal is filed, the review board shall either affirm or reverse the director of procurement and materials management's determination of disqualification and shall transmit a copy to each party by certified mail, return receipt requested.

If there is a hearing, the hearing shall commence within 15 days after the filing of the notice of appeal. A notice of hearing shall be transmitted to the director of procurement and materials management and the disqualified bidder not later than 12 calendar days prior to the hearing date, by certified mail, return receipt requested.

Evidence shall be limited to the factual issues involved. Either party may present evidence and persons with relevant information may testify, under oath, before a certified reporter. Strict rules of evidence shall not apply to the proceedings, but the review board shall strive to elicit the facts fully and in credible form. The disqualified bidder may be represented by an attorney.

Within 10 calendar days after the conclusion of the hearing, the review board shall make a finding as to whether or not the reasons given in the director of procurement and materials management's notice of disqualification apply to the bidder, and an appropriate order shall be entered. A copy of the order shall be transmitted to the director of procurement and materials management and the bidder by certified mail, return receipt requested.

(g) All final decisions of the review board shall be subject to review under the Administrative Review Law.

(h) Notwithstanding any other provision of this section to the contrary, the Sanitary District may do business with any person or business entity when it is determined by the director of procurement and materials management to be in the best interest of the Sanitary District, such as, but not limited to contracts for materials or services economically procurable only from a single source.

(Source: P.A. 95-923, eff. 1-1-09.)

EXHIBIT 3

MWRDGC'S MULTI-PROJECT LABOR AGREEMENT (MPLA)

MULTI-PROJECT LABOR AGREEMENT (COOK COUNTY)

With

CERTIFICATE OF COMPLIANCE

CONTAINS:

- 1) MPLA – EFFECTIVE OCTOBER 6, 2017**
- 2) CERTIFICATE OF COMPLIANCE**

**GENERAL REQUIREMENTS UNDER THE
MULTI-PROJECT LABOR AGREEMENT**

The following is a brief summary of a Bidder's responsibilities under the MPLA. Please refer to the terms of the MPLA for a full and complete statement of its requirements.

Your firm is required to complete the Certificate of Compliance indicating that your firm intends to comply with the Multi-Project Labor Agreement. The Certificate of Compliance must be signed by an authorized Officer of the firm. This may be submitted with the bid or prior to award of contract. To be eligible for award, your firm must comply with the Multi-Project Labor Agreement and sign the certificate. Failure of the Bidder to comply with the MPLA will result in a rejection of the bid, and possible retention of the bid deposit. Compliance with the MPLA, is as follows:

If the Bidder or any other entity performing work under the contract is not already signatory to a current collective bargaining agreement with a union or labor organization affiliated with the AFL-CIO Building Trades Department and the Chicago and Cook County Building and Construction Trades Council, or their affiliates which have jurisdiction over the work to be performed pursuant to this Contract, (hereafter referred to as a "participating trade group") it must become a member.

Note: The MPLA is not applicable when the performance of work is outside Cook County, Illinois, or if repair and maintenance work on equipment is performed at a Bidder's facility.

Revised October 2017

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
MULTI-PROJECT LABOR AGREEMENT FOR COOK COUNTY

This Multi-Project Labor Agreement ("Agreement") is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago ("MWRD" or "District"), a public body, as Owner, in its proper capacity, on behalf of itself and each of its contractors and subcontractors of whatever tier ("Contractors") and shall be applicable to Construction Work on Covered Projects, both defined herein, to be performed by the District's Contractors along with each of the undersigned labor organizations signatory to the Chicago and Cook County Building and Construction Trades Council and, as appropriate, the Teamsters Joint Council No. 25, or their affiliates who become signatory hereto (collectively "Union(s)").

This Agreement is entered into in accordance with all applicable local state and federal laws. The District recognizes the public interest in timely construction and labor stability.

WHEREAS, MWRD is responsible for the actual construction, demolition, rehabilitation, deconstruction, and/or renovation work ("Construction Work") of projects overseen by MWRD in the geographical boundaries of Cook County. All of the District's Construction Work within those boundaries ("Covered Projects") will be recognized as covered under the terms of this Agreement regardless of the source of the Funds for the Project. Due to the size, scope, cost, timing, and duration of the multitude of Covered Projects traditionally performed by MWRD, the Parties to this Agreement have determined that it is in their interests to have these Covered Projects completed in the most productive, economical, and orderly manner possible and without labor disruptions of any kind that might interfere with, or delay, any of said Covered Projects; and

WHEREAS, the Parties have determined that it is desirable to eliminate the potential for friction and disruption of these Covered Projects by using their best efforts to ensure that all Construction Work is performed by the Unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work regardless of the source of the Funds for the Project. Experience has proven the value of such cooperation and mutual undertakings; and

WHEREAS, the Parties acknowledge that the District is not to be considered an employer of any employee of any Contractor covered under this Agreement, and the District acknowledges that it has a serious and ongoing concern regarding labor relations associated with its Covered Projects, irrespective of the existence of a collective bargaining relationship with any of the signatory Unions.

NOW THEREFORE, in order to further these goals and objectives and to maintain a spirit of harmony, labor-management cooperation, and stability, the Parties agree as follows:

1. During the term of this Agreement, MWRD shall neither contract, nor permit any other person, firm, company, or entity to contract or subcontract for any Construction Work on any Covered Project under this Agreement, unless such work is performed by a person, firm, or company signatory, or willing to become signatory, to the current applicable area-wide collective bargaining agreement(s) with the appropriate trade/craft Union(s) affiliated with the Chicago & Cook County Building & Construction Trades Council or, as appropriate, the Teamsters' Joint Council No. 25. Copies of all applicable, current collective bargaining agreements constitute Appendix A of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement.

Said provisions of this Agreement shall be included in all advertised contracts, excluding non-Construction Work, and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all Contractors on Covered Projects.

- a. The Parties agree that the repair of heavy equipment, thermographic inspection, and landscaping shall be defined and/or designated as Construction Work on all Covered Projects.
- b. The Unions acknowledge that some preassembled or prefabricated equipment and material will be used on Covered Projects. To the extent consistent with existing collective bargaining agreements and applicable law, there will be no refusal by the Unions to handle, transport, install, or connect such equipment or materials. Further, equipment and material procured from sources outside of the geographic boundaries of Cook County may be delivered by independent cargo, haulers, rail, ship and/or truck drivers and such delivery will be made without any disruption as the District will request its Contractors to request Union-affiliate employees to make deliveries to the Covered Project sites.
- c. Notwithstanding anything to the contrary herein, the terms of this Agreement shall not apply to work performed at the Contractor's facility for repair and maintenance of equipment or where repair, maintenance, or inspection services are done by highly-skilled technicians trained in servicing equipment, unless otherwise provided by the relevant collective bargaining agreement.
- d. Nothing herein shall prohibit or otherwise affect the District's right to cancel or otherwise terminate a contract.
- e. A pre-construction meeting attended by representatives of the District, the Contractors, and Unions shall be scheduled for a date prior to commencement of a Covered Project. The nature of the project, the May 15, 2017 Covered Construction Work, the work assignments, and any other matters of mutual interest will be discussed. All parties participating in the pre-job conferences shall sign a pre-job-sign-in sheet. During the pre-job conference, or shortly thereafter, and before the commencement of the project, the contractor or subcontractor shall ensure that there has been submitted to the District a letter of good standing for the applicable trades explaining that the contractor or subcontractor is not delinquent with respect to any dues owed to the appropriate labor organization or with respect to any fringe contributions owed to the appropriate fringe benefit fund(s). If a union or fringe benefit fund does not produce a letter of good standing within seven (7) days after a request is made no such letter of good standing shall be required for that particular trade.
- f. The Unions agree to reasonably cooperate with the MWRD and Contractors in order to assist them in achieving the Worker Percentage Participation goals as defined in subsection (1) and (2) below. The Worker Percentage Participation goals are governed by federal requirements regarding federal construction contracts. To the extent these federal worker percentage participation goals are modified in the future, such modifications will automatically apply:

- (1) 19.6% of the total aggregate of construction hours worked by employees of contractors and their subcontractors will be performed by African-American, Hispanic, Native American, Asian-Pacific, and Subcontinent Asian American workers.
- (2) 6.9% of the total aggregate of construction hours worked by employees of the contractors and their subcontractors will be performed by female workers.

2. A contractor or subcontractor which is a successful bidder with respect to Covered Projects, but which is not signatory to the applicable area-wide collective bargaining agreements incorporated herein, shall be required to execute such applicable area-wide collective bargaining agreements within seven (7) days of being designated a successful bidder. If such an agreement is not executed within that time period, said contractor or subcontractor will be disqualified. In no event shall a contractor or subcontractor be required to sign any of the applicable agreements constituting Appendix A if the contractor or subcontractor does not employ the trade covered by the applicable Appendix A contract.

3. During the term of this Agreement, no Union signatory hereto nor any of its members, officers, stewards, agents, representatives, nor any employee, shall instigate, authorize, support, sanction, maintain, or participate in any strike walkout, work stoppage, work slowdown, work curtailment, cessation, or interruption of production, or in any picketing of any Covered Project site covered by this Agreement for any reason whatsoever, including, but not limited to, the expiration of any collective bargaining agreement referred to in Appendix A, a dispute between the Parties and any Union or employee, or as a show of support or sympathy for any other Union employee or any other group. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, no adverse job action shall be directed against any Covered Project sites. All provisions of any subsequently negotiated collective bargaining agreement shall be retroactive for all employees working on the Covered Project.

4. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof. Each union also agrees that if any union, individual or group of employees on covered projects engages in any handbidding, picketing, strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption, the other unions will consider such picketing or other work action as unauthorized and will refuse to honor any picket line established and the unions further agree to instruct their members to cross such unauthorized lines. Failure of any union or groups of employees to cross such unauthorized picket lines on any covered project shall be a violation of this agreement.

5. Any Contractor signatory or otherwise bound, stipulated to, or required to abide by any provisions of this Agreement may implement reasonable project rules and regulations, and these rules and regulations shall be distributed to all employees on the Covered Project. Provided, however, that such rules and regulations shall not be inconsistent with the terms of this Agreement or any applicable area-wide collective bargaining agreement. Any Contractor shall have the right to discharge or discipline its Union employees who violate the provisions of this Agreement or any Covered Project's rules and regulations. Such discharge or discipline by a Contractor shall be subject to the Grievance/ Arbitration procedure of the applicable area-wide collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be subject to review or disturbed. Construction Work at any Covered Project site under this Agreement shall continue without disruption or hindrance of any kind during any Grievance/Arbitration procedure.

6. The Unions understand and acknowledge that the District's Contractors are responsible to perform Construction Work as required by the District. The Contractors have complete authority to do the following, subject to District approval, if required, and if consistent with the terms of the collective bargaining agreements attached hereto:

- a. Plan, direct, and control the operations of all work;
- b. Hire and lay off employees as the Contractor deems appropriate to meet work requirements;
- c. Determine work methods and procedures;
- d. Determine the need and number of foremen;
- e. Require all employees to observe Contractor and/or District rules and regulations;
- f. Require all employees to work safely and observe all safety regulations prescribed by the Contractor and/or the District; and
- g. Discharge, suspend, or discipline employees for proper cause.
- h. Abide by the rules set forth in each respective Trade Unions' Collectively Bargained Agreement pertaining to apprentice to journeymen ratios.

7. Nothing in the foregoing shall prohibit or restrict any Party from otherwise judicially enforcing any provision of its collective bargaining agreement between any Union and a Contractor with whom it has a collective bargaining relationship.

8. This Agreement shall be incorporated into all advertised contract documents after the Board of Commissioners adopts and ratifies this Agreement.

9. The term of this Agreement shall be five (5) years and shall be automatically extended from year to year unless the District or the Council Issues a written notice to terminate prior to ninety (90) days in advance of any expiration. Any Covered Project commenced during and/or covered by the terms of this Agreement shall continue to be covered by its terms until the final completion and acceptance of the Covered Project by the District.

10. In the event a dispute shall arise between a contractor or subcontractor any signatory union and/or fringe benefit fund as to the obligation and/or payment of fringe benefits provided for under the appropriate Collective Bargaining Agreement, upon notice to the District by the appropriate union signatory hereto of a claim for such benefits, the District shall forward such notification to the surety upon the contract, and to the general contractor.

11. In the event of a jurisdictional dispute by and between any Unions, such Unions shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, Parties, including Contractors, consent to and agree that a final and binding resolution of the dispute shall be achieved in accordance with the terms of paragraph nine of the Joint Conference Board Standard Agreement between the Chicago & Cook County Building Trades Council and the Construction Employers' Association, attached hereto as Appendix B, and as may be modified from time to time during the term of this Agreement.

12. This Agreement shall be incorporated into and become a part of the collective bargaining agreements between the Unions signatory hereto and Contractors and their subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NTP Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instruction calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control systems Technicians, and the National Agreement of the International Union of Elevator Contractors with the exception of the content and subject matter of Article V, VI, and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

13. The Parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each Party hereto agrees to designate, in writing, a representative to whom problems which arise during the term of this Agreement may be directed. Within forty-eight (48) hours after notice of the existence of any problem, a representative of each Party shall meet to discuss and, where possible, resolve such problems. The representative of the Unions shall be President of the Chicago & Cook County Building & Construction Trades Council or his/her designee. The representative of MWRD shall be the District's Assistant Director of Engineering, Construction Division or his/her designee.

14. The District and the Contractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) on any Covered Project shall be that as contained or otherwise provided for in the relevant area-wide collective bargaining agreements attached as Appendix A to this Agreement. Nothing in the foregoing shall limit the District and/or Contractors from initiating their own substance abuse policy governing other employees performing work on a project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreements, the policy adopted by the District and/or Contractor may apply. The District is not responsible for administering any substance abuse policy for non-District employees.

15. The Parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), the Center's Helmets to Hardhats program, and the Veteran's In Piping (V.I.P) program (this only pertains to the United Association Pipefitter's Local 597, Plumbers Local 130, and Sprinkler Fitter's Local 281), to serve as a resource for preliminary orientation, assessment of construction aptitude, and referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the Parties. The Contractors and Unions also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on Covered Projects, including apprenticeship and employment opportunities on such projects. To the extent permitted by law, the Parties will give

appropriate credit to such veterans for bona fide, provable past experience in the building and construction industry.

16. The Parties agree that Contractors working under the terms of this Agreement shall be required to utilize the maximum number of apprentices on Covered Projects as permitted under the applicable area-wide collective bargaining agreements contained in Appendix A, where feasible and practical.

17. Neither the District, the Contractors, nor the Unions shall discriminate against any employees of a protected class, including but not limited to on the basis of race, creed, color, national origin, age, or sex, in accordance with all applicable state and federal laws and regulations.

18. If any provision or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, it shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as amended, shall be enforced so as to give effect to the intention of the Parties insofar as possible.

19. Under this Agreement, any liability of the Parties shall be several and not joint. The District shall not be liable for any violations of this Agreement by any Contractor or Union, and any Contractor or Union shall not be liable for any violations of this Agreement by the District, any other Contractor, or any other Union. In the event any provision of this Agreement is determined to be invalid, illegal, or unenforceable as specified in Paragraph 18, neither the District, nor any Contractor or Union, shall be liable for any action taken or not taken to comply with any court order.

20. The Parties are mutually committed to promoting a safe working environment for all personnel at the job site. It shall be the responsibility of each employer to which this Agreement applies to provide a work environment free of illegal drugs and any concealed weapons, to maintain safe working conditions for its employees, and to comply with all applicable federal, state, and local health and safety laws and regulations.

21. The use or furnishing of alcohol, weapons, or illegal drugs and the conduct of any other illegal activities at the job site is strictly prohibited. The Parties shall take every practical measure consistent with the terms of the applicable area-wide collective bargaining agreement to ensure that the job site is free of weapons, alcohol, and illegal drugs.

22. Each Union representing workers engaged in Construction Work on a Covered Project is bound to this Agreement with full authority to negotiate and sign this Agreement with the District.

23. All Parties represent that they have the full legal authority to enter into this Agreement.

24. This document, with the attached Appendices, constitutes the entire Agreement of the Parties and may not be modified or changed except by subsequent written agreement of the Parties.

September 6, 2017

25. Having been adopted by the Board of Commissioners on August 3, 2017, and ratified and effective as of the last date on the signature page, this agreement supersedes any other Multi-Project Labor Agreement previously entered into by the parties as of the date of ratification.

[Remainder of page intentionally left blank. Signature page follows.]

September 6, 2017

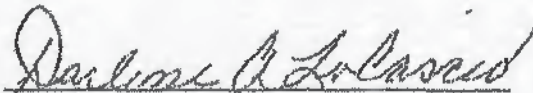
The undersigned, as a Party hereto, hereby agrees to all the terms and conditions of this Agreement.

Dated this 16TH day of OCTOBER, 2017 in Chicago, Cook County, Illinois.

On behalf of the Metropolitan Water Reclamation District of Greater Chicago



David St. Pierre
Executive Director
Management



Darlene A. LoCascio
Director of Procurement and Materials

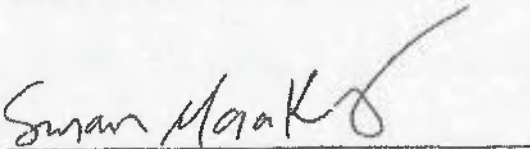
Approved as to Form and Legality




Helen Shields-Wright
Head Assistant Attorney



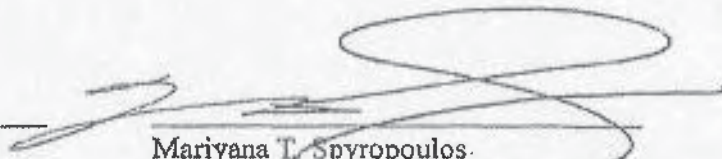
Jacqueline Torres
Director of finance/Clerk



Susan T. Morakalis
Acting General Counsel

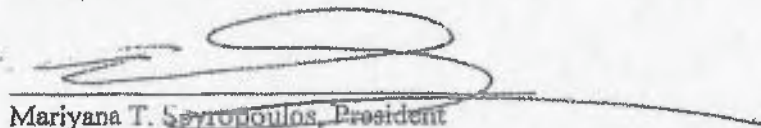


Frank Avila
Chairman of Finance



Mariyana T. Spyropoulos
Chairman, Committee on Labor and
Industrial Relations

Approved



Mariyana T. Spyropoulos, President

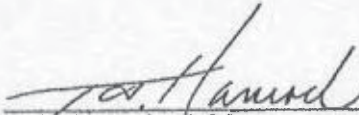
MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 13th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Teamsters Local Union No. 731
Labor Organization

APPROVED:


Its Duly Authorized Officer Terrence J. Hancock, President

MWRD PA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 13th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Sprinkler Fitters Union Local 281, U.A.
Labor Organization

APPROVED:


His Duly Authorized Officer

Dennis J. Fleming, Business Manager

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept., 2017 in Chicago, Cook County, Illinois.

On behalf of: SMART Local #23
Labor Organization

APPROVED:

Ross Lewis
Its Duly Authorized Officer

MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Roufers + Water Proofer's #11
Labor Organization

APPROVED:

Dany Wimal
Its Duly Authorized Officer

MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept., 2017 in Chicago, Cook County, Illinois.

On behalf of: Plumbers Local 130UA
Labor Organization

APPROVED:

James F. Coyne
Its Duty Authorized Officer

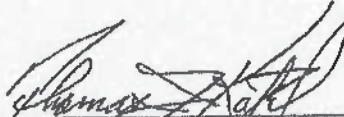
MWRD P.C.A.
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of SEPTEMBER 2017 in Chicago, Cook County, Illinois.

On behalf of: PIPEFITTERS LOCAL 597
Labor Organization

APPROVED:



Its Duly Authorized Officer

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 6th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: Painters / Glaziers
Labor Organization

APPROVED:


Its Duly Authorized Officer

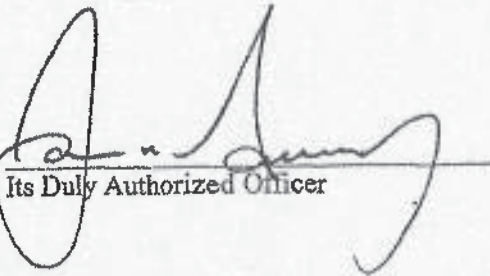
MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT, 2017 in Chicago, Cook County, Illinois.

On behalf of: OPERATING ENGINEER ISO
Labor Organization

APPROVED:


Its Duly Authorized Officer

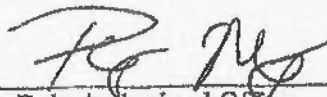
MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Machinists Local 126
Labor Organization

APPROVED:


Its Duly Authorized Officer

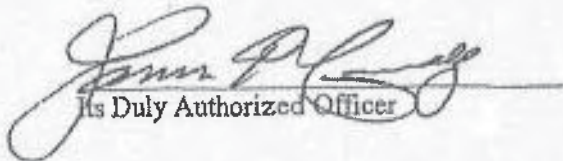
MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: LABORERS' DISTRICT COUNCIL
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRB PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 20th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: RIGER LOCAL #136
Labor Organization

APPROVED:


Its Duly Authorized Officer

MURA PLA

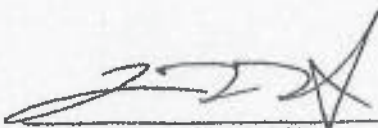
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT. 2017 in Chicago, Cook County, Illinois.

On behalf of: Team Workers #63
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 25th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: IFROW WORKERS #1
Labor Organization

APPROVED:

Craig Schubert
Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: Heat + Frost Insulators Local #17
Labor Organization

APPROVED:

Wm. J. McGin
Its Duly Authorized Officer

MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: IUEL Local 2
Labor Organization

APPROVED:


Its Duly Authorized Officer


MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept, 2017 in Chicago, Cook County, Illinois.

On behalf of: Local 134 IBCU
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT, 2017 in Chicago, Cook County, Illinois.

On behalf of: CHRYST MASON & PLASTRA'S
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD P&A

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER 2017 in Chicago, Cook County, Illinois.

On behalf of: CARPENTERS
Labor Organization

APPROVED:

Frank J. Kelly
Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: PLUMBERS AND ALLIED CRAFTS
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PUA

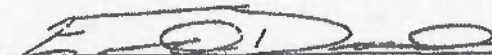
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: International Brotherhood of Boilermakers Local 076
Labor Organization

APPROVED:


Its Duly Authorized Officer

APPENDIX A

For copies of Collective Bargaining Agreements, please go to the MWRD Website and click on:

Freedom of Information Act (FOIA)/Category of Records

September 6, 2017

APPENDIX B

**JOINT CONFERENCE BOARD
STANDARD AGREEMENT
6/1/15 – 5/31/20**

**Construction Employers' Association
And
Chicago & Cook County Building &
Construction Trades Council**

**The Standard Agreement
between
The Construction Employers' Association
and
The Chicago & Cook County
Building & Construction Trades Council
Establishing
The Joint Conference Board**

CHRONOLOGY

ADOPTED NOVEMBER 18, 1926
AMENDED AND READOPTED JANUARY 11, 1929
AMENDED AND READOPTED JUNE 24, 1942
READOPTED APRIL 28, 1947
AMENDED AND READOPTED MARCH 19, 1952
READOPTED FEBRUARY 12, 1957
AMENDED AND READOPTED MAY 13, 1958
AMENDED AND READOPTED FEBRUARY 11, 1960
AMENDED AND READOPTED MAY 21, 1963
AMENDED NOVEMBER 16, 1965
AMENDED MARCH 14, 1967
AMENDED AND READOPTED MARCH 4, 1968
AMENDED AND READOPTED NOVEMBER 11, 1971
READOPTED NOVEMBER 20, 1973
READOPTED DECEMBER 12, 1978
READOPTED APRIL 12, 1983
READOPTED MARCH 31, 1988
AMENDED AND READOPTED APRIL 25, 1989
REFORMATTED, AMENDED AND READOPTED JUNE 1, 1994
AMENDED AND READOPTED JUNE 1, 1999
AMENDED APRIL 1, 2003
AMENDED AND READOPTED JUNE 1, 2004
AMENDED AND READOPTED JUNE 1, 2005
AMENDED AND READOPTED JUNE 25, 2008
AMENDED AND READOPTED FEBRUARY 15, 2010
AMENDED AND READOPTED MAY 28, 2015

Expiration Date: MAY 31, 2020

TABLE OF CONTENTS

Article	Page
Preamble	1
Declaration of Principles.....	2
Articles of Agreement.....	3
I. No Work Stoppage.....	3
II. Stipulation.....	3
III. Rights	3
Paragraph 1 Abandonment of Work	3
Paragraph 2 Collection of Wages.....	3
Paragraph 3 Contracting.....	3
IV. Apprenticeship	4
V. Joint Conference Board	4
VI. Arbitrator's Criteria	4
VII. Arbitration.....	6
Paragraph 1 Annual Meeting	6
Paragraph 2 Make Up of JCB	6
Paragraph 3 Selection of Arbitrators.....	6
Paragraph 4 Unfilled Terms	6
Paragraph 5 Substitutes at Meetings	6
Paragraph 6 Notice of Meetings.....	7
Paragraph 7 Quorum	7
Paragraph 8 Impartiality.....	7
Paragraph 9 Initiation of a Hearing	7
Paragraph 10 Presentations	8
Paragraph 11 Other Attendees	8
Paragraph 12 Contacting the Arbitrator	8
Paragraph 13 Board of Arbitration.....	8
VIII.	
Paragraph 1 Visiting Jobs	8
Paragraph 2 Tools	9
Paragraph 3 Small Tasks	9
Paragraph 4 Compliance of Agreements.....	9
Paragraph 5 Stipulation.....	9
Paragraph 6 Labor Agreement Stipulation.....	9
Paragraph 7 Area of Jurisdiction.....	10
Paragraph 8 Decisions Final.....	10
Paragraph 9 Complaints	10
Paragraph 10 Violations.....	10
Paragraph 11 Notices	11
Paragraph 12 Holidays	11
Paragraph 13 Enforcement.....	11
Paragraph 14 Question of Jurisdiction	11
Paragraph 15 Terms of Agreement	12

PREAMBLE

This Agreement is entered into to prevent strikes and lockouts and to facilitate peaceful adjustment of jurisdictional disputes in the building and construction industry and to prevent waste and unnecessary avoidable delays and expense, and for the further purpose of at all times securing for the employer sufficient skilled workers and so far as possible to provide for labor continuous employment, such employment to be in accordance with the conditions and at the wages agreed upon, in the particular trade or craft, that stable conditions may prevail in the construction industry, that costs may be as low as possible consistent with fair wages and conditions and further to establish the necessary procedure by which these ends may be accomplished.

This Standard Agreement shall be considered and shall constitute a part of all agreements between Employers and Labor Unions, members of the Construction Employers' Association, herein call the Association, and the Chicago & Cook County Building & Construction Trades Council, herein called the Council, as containing within its terms the necessary protection of and assuring undisturbed conditions in the industry. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

DECLARATION OF PRINCIPLES

The Principles contained herein are fundamental, and no articles or section in this Agreement or in the collective bargaining agreement pertaining to a specific trade or craft shall be construed as being in conflict with these principles. In the event any conflict exists between this Agreement and any collective bargaining agreement subject to the Provisions of this Agreement and the dispute resolution provisions contained hereunder, and pertaining to a specific trade or craft concerning the resolution of jurisdictional disputes, the parties specifically agree that the terms of this Agreement are exclusive and supersede any other provisions or procedures relating to the settlement of jurisdictional disputes contained in such collective bargaining agreement.

- I. There shall be no limitation as to the amount of work a worker shall perform during the work day.
- II. There shall be no restriction on the use of machinery, tools or appliances.
- III. There shall be no restriction on the use of any raw or manufactured material, except prison made.
- IV. No person shall have the right to interfere with workers during working hours.
- V. The use of apprentices shall not be prohibited.
- VI. The foreman shall be the agent of the employer.
- VII. The worker is at liberty to work for whomever he or she sees fit but such worker shall demand and receive the wages agreed upon in the collective bargaining agreement covering the particular trade or craft under any circumstances.
- VIII. The employer is at liberty to employ and discharge for just cause whomsoever the employer sees fit.

ARTICLES OF AGREEMENT

ARTICLE I

Therefore, with the Preamble and Declaration of Principles as part of and fundamental to this Agreement, the parties hereto hereby agree that there shall be no lockout by any employer, or strikes, stoppage, or the abandonment of work either individually or collectively, by concerted or separate action by any union without arbitration of any jurisdictional dispute as hereinafter provided.

ARTICLE II

The parties hereto hereby agree that in the manner herein set forth, they and the parties whom they represent will submit to arbitration all jurisdictional disputes that may arise between them and any misunderstanding as to the meaning or intent of all, or any part, of this Agreement, and they further agree that work will go on undisturbed during such arbitration, and that the decision of the arbitrator shall be final and binding on the parties hereto as provided in Article VI.

ARTICLE III

Paragraph 1. Should a Union affiliated with the Council abandon its work without first submitting any jurisdictional dispute to arbitration as provided herein, or should any employees whom it represents individually or collectively, or by separate or concerted action, leave the work, the employer shall have the right to fill the places of such workers with workers who will agree to work for the employer, and the Union shall not have the right to strike, or abandon the work, because of the employment of such workers.

Paragraph 2. The Union shall have the right to take the employees whom it represents from the work for the purpose of collecting wages and fringe benefits due, but such matter shall immediately be referred to arbitration. Should there be a dispute as to the amount due, the matter shall be first referred to arbitration as herein set forth.

Paragraph 3. The parties recognize the importance of having all work performed in a satisfactory manner by competent craftsmen. Because the unions affiliated with the Council have through apprenticeship and other training programs consistently striven to create an adequate supply of such skilled workers, and because it is desirable that the unions continue to do so, the Association, for itself and for each employer whom it represents agrees, to the extent permitted by law, that it will contract or subcontract any work to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other work, only with or to a contractor who is a party to a collective bargaining agreement with a union affiliated with the Council and, accordingly, is bound by all the terms and provisions of this Standard Agreement.

ARTICLE IV

The parties recognize the importance of having available and furnishing at all times during the life of this Agreement sufficient skilled workers, capable of performing the work of their trade, and to constantly endeavor to improve the ability of such workers and further to have in the making, through apprenticeship training, workers who can enter the trade properly equipped to perform the work, and to the extent possible, the parties agree to do everything within their power to cooperate in carrying out these purposes. Joint apprenticeship committees shall have the right to maintain schools for the training of apprentices registered under the terms of the particular collective bargaining agreement involved and such apprentices shall be considered skilled and qualified journeymen when adjudged competent by a committee composed of the members of the parties to the particular collective bargaining agreement involved. However, this article shall not be construed to disturb present systems wherein the labor organization which is a party to the particular collective bargaining agreement involved compels apprentices to attend trade school.

ARTICLE V

A Joint Conference Board is hereby created by agreement between the Association and the Council, which shall be binding upon the members and affiliates of each, and it is hereby agreed by the parties hereto, together with their members and affiliates, that they will recognize the authority of said Joint Conference Board and that its decisions shall be final and binding upon them as provided in Article VI. The administration of the Joint Conference Board shall be executed by the Secretary of the Board. All normal operating and all extraordinary expenses shall be borne equally.

ARTICLE VI

The Joint Conference Board shall be responsible for the administration of this Agreement. The primary concern of the Joint Conference Board shall be the adjustment of jurisdictional disputes by arbitrators selected by the Board. Decisions rendered by any arbitrator under this Agreement appointed by the Joint Conference Board relating to jurisdictional disputes shall be only for the specific job under consideration and shall become effective immediately and complied with by all parties. In rendering a decision, the Arbitrator shall determine:

- a) First whether a previous Agreement of Record or applicable agreement, including a disclaimer agreement, between the National or International Unions to the dispute governs.
- b) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable Agreement of Record or agreement between the National or International Unions to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a

previous Decision of Record governing the case, the Arbitrator shall give equal weight to such Decision of Record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the Decision of Record and established trade practice in the industry rather than the prevailing practice in the locality.

- c) In order to determine the established trade practice in the industry and prevailing practice in the locality, the Arbitrator may rely on applicable agreements between the Local Unions involved in the dispute, prior decisions of the Joint Conference Board for specific jobs, decisions of the National Plan and the National Labor Relations Board or other jurisdictional dispute decisions, along with any other relevant evidence or testimony presented by those participating in the hearing.
- d) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

Agreements of Record are those agreements between National and International Unions that have been "attested" by the predecessor of the National Plan and approved by the AFL-CIO Building and Construction Trades Department and are contained in the Green Book. Such Agreements of Record are binding on employers stipulated to the Plan for the Settlement or Jurisdictional Disputes in the Construction Industry (the "National Plan"), the National Plan's predecessor joint boards or stipulated to the Joint Conference Board. Agreements of Record are applicable only to the crafts signatory to such agreements. Decisions of Record are decisions by the National Arbitration Panel or its predecessors and recognized under the provisions of the Constitution of the AFL-CIO Building and Construction Trades Department and the National Plan. Decisions of Record are applicable to all crafts.

The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute. Such decisions of the Arbitrator shall be final and binding subject only to an appeal, if such an appeal is available under conditions determined by the Building and Construction Trades Department of the American Federation of Labor and Congress of Industrial Organizations under the National Plan or any successor plan for the settlement of jurisdictional disputes.

ARTICLE VII

This is an arbitration agreement and the intent of this agreement is that all unresolved jurisdictional disputes must be arbitrated under the authority of the Joint Conference Board and that the decisions, subject to the right of appeal provided in Article VI, shall be final and binding upon the parties hereto and upon their affiliates and the members of such affiliates, and that there shall be no abandonment of the work during such arbitration or in violation of the arbitration decision. The Joint Conference Board shall administer the neutral arbitration system of this agreement. Any party bound to this Agreement through a collective bargaining agreement with any Local Union affiliated with the Council shall be bound to this Agreement for all jurisdictional disputes that may arise between any Local Unions affiliated with the Council. Employers bound to this Agreement shall require that this Agreement be a part of all agreements with contractors or subcontractors covering work performed by any trade or craft affiliated with the Council. All parties to this Agreement release the Board from any liability arising from its action or inaction and covenant not to sue the Board. Any damages incurred by the Board for any breach of this covenant shall include, but are not limited to, the Board's costs, expenses and attorneys fees incurred as a result of said legal proceedings.

Paragraph 1 - The annual meeting of the Joint Conference Board shall be held in June, unless another date is agreed upon by the parties.

Paragraph 2 - The parties hereto shall designate an equal number of members who shall serve upon the Joint Conference Board. The members of the Board shall annually be certified by the Association and the Council in written communications addressed to the Board by the President and Secretary of the respective organizations. Each year the Joint Conference Board shall select a Chairman from among its members. The Joint Conference Board shall also select from among its members a Vice Chairman. The Board shall also select a Secretary. All members shall serve for one year or until their successors have been selected.

Paragraph 3 - At the annual meeting, the Association and Council shall each name at least five and up to ten impartial arbitrators.

Paragraph 4 - In the event the Chairman or Vice-Chairman is unable to serve by reason of resignation, death or otherwise, a successor may be selected for the remainder of the term by the party which made the original selection. Should a member of the Joint Conference Board be unable to serve, because of resignation, death or any other reason, the successor shall be selected by the Association or Council respectively in which such member holds membership.

Paragraph 5 - Should any member of the Board for any reason be unable to attend any meeting of the Board, the President of his respective organization shall be empowered to name a substitute for each absentee for that meeting.

Paragraph 6 - Meetings of the Board may be called at any time by the Chairman, Secretary or three members of the Board. Seventy-two hours written notice of such meeting must be given to each member of the Board.

Paragraph 7 - Twelve members of the Board, six from each of the parties, present at the executive session, shall be a quorum for the transaction of business. The Chairman, or Vice-Chairman, when presiding, shall not be counted for the purpose of determining a quorum. Whenever the number of members present from each party at the executive session are unequal, the party with the fewer members present shall be entitled to cast a total number of votes equal to the number of the present members of the other party with the additional votes of said party being cast in accordance with the vote of the majority of its members who are present.

Paragraph 8 - If it is brought to the attention of the Chairman that any member (other than the Chairman) is not impartial with respect to a particular matter before the Board, the Chairman may excuse such member from the executive session if the Chairman concludes that such member has a conflict of interest with respect to such matter.

Paragraph 9 - Should a jurisdictional dispute arise between the parties hereto, among or between any members or affiliates of the parties hereto, or among or between any members or affiliates of the parties hereto and some other body of employers or employees, the disposition of such dispute shall be as follows:

- a) The crafts involved shall meet on the jobsite or a mutually agreed location to resolve the jurisdictional dispute.
- b) If the said dispute is not settled it shall be submitted immediately in writing to the Secretary of the Joint Conference Board. Unless agreed to in writing (correspondence, email, etc.) by the trades involved in the dispute, the trades and contractors shall make themselves available to meet within 72 hours at a neutral site with representatives of the Chicago & Cook County Building & Construction Trades Council and the Construction Employers' Association to resolve this jurisdictional issue.
- c) Failure to meet within seventy-two (72) hours of receiving written notice or e-mail to the meetings contemplated in "a" or "b" above will automatically advance the case to the next level of adjudication.
- d) Should this jurisdictional issue be unresolved, the matter shall, within 72 hours not counting Saturday, Sunday and Holidays, hereafter, be referred to an Arbitrator for adjudication if requested in writing by any party. The Arbitrator shall hear the evidence and render a prompt decision within forty-eight (48) hours of the conclusion of the hearing based on the criteria in Article VI. The arbitrator chosen shall be randomly selected based on availability from the list

submitted in Article VII Paragraph 3. The decision of the Arbitrator shall be subject to appeal only under the terms of Article VI. The written decision shall be final and binding upon all parties to the dispute and may be a short form decision. The fees and costs of the arbitrator shall be divided evenly between the contesting parties except that any party wishing a full opinion and decision beyond the short form decision shall bear the reasonable fees and costs of such full opinion.

- e) Should said dispute not be so referred by either or both of the parties, the Joint Conference Board may, upon its own initiative, or at the request of others interested, take up and decide such dispute, and its decision shall be final and binding upon the parties hereto and upon their members and affiliates as provided for in Article VI.

In either circumstance all of the parties are committed to a case until it is finalized, even if there is an appeal. However, in cases of jurisdictional or other disputes between a union and another union, which is a member of the same International Union, the matter in dispute shall be settled in the manner set forth by their International Constitution, but there shall be no abandonment of the work pending such settlement.

Paragraph 10 - All interested parties shall be entitled to make presentations to the Arbitrator. Any interested party present at the hearing, whether making a presentation or not, by such presence shall be deemed to accept the jurisdiction of the arbitrator and to agree to be bound by its decision and further agrees to be bound by the Standard Agreement, for that case only if not otherwise so bound.

Paragraph 11 - Upon approval of the Arbitrator other parties not directly involved in the dispute may be invited to be present during the presentation and discussion portions of an arbitration hearing. Attorneys shall not be permitted to attend or participate in any portion of a hearing.

Paragraph 12 -- At no time shall any party to a pending dispute unilaterally or independently contact the Arbitrator assigned to hear the case. All inquiries must be submitted to the Secretary of the Joint Conference Board.

Paragraph 13 - The Joint Conference Board may also serve as a board of arbitration in other disputes, including wages, but only when requested to do so by all parties involved in the particular dispute or controversy. It is not the intention of this Agreement that the Joint Conference Board shall take part in such disputes except by mutual consent of all parties involved.

ARTICLE VIII

Paragraph 1 - The duly authorized representatives of members of affiliates of either party hereto, if having in their possession proper credentials, shall be permitted to visit jobs

during working hours, to interview the contractor or the workers, but they shall in no way interfere with the progress of the work.

Paragraph 2 - The handling of tools, machinery and appliances necessary in the performance of the work covered by a particular collective bargaining agreement, shall be done by journeymen covered by such agreement and by helpers and apprentices in that trade, but similar tools, machinery and appliances used by other trades in the performance of their work shall be handled in accordance with the particular collective bargaining agreement of that trade.

Paragraph 3 - In the interest of the public economy and at the discretion of the employer or foreman, all small tasks covered by a particular collective bargaining agreement may be done by workers or laborers of other trades, if mechanics or laborers of this trade are not on the building or job, but same are not to be of longer duration than one-half hour in any one day. The Joint Conference Board may render a decision involving a composite crew.

Paragraph 4 - It is fundamental to the Standard Agreement that all members and affiliates of the parties to this Agreement be stipulated to the Standard Agreement and the Joint Conference Board. All current members of the Chicago and Cook County Building and Construction Trades Council, and their affiliates, by this Agreement are stipulated to the Standard Agreement and Joint Conference Board for the term of the current Standard Agreement. The area labor agreements of the members and affiliates of the parties setting forth language stipulating those parties to the Standard Agreement and Joint Conference Board shall be filed with the Secretary of the Joint Conference Board annually, at the time of the Joint Conference Board appointments. Current trade or craft agreements will prevail as interim agreements in the event labor negotiations are incomplete or in process at the time of the annual meeting.

Paragraph 5 - All members and affiliates of the parties with labor agreements containing language stipulating those parties to the Standard Agreement and Joint Conference Board shall remain stipulated for the term of the current Standard Agreement. Any members or affiliates of the parties who negotiate language stipulating the parties to the Standard Agreement and/or the Joint Conference Board in their area labor agreement shall remain stipulated for the term of the current Standard Agreement. Any Association that incorporates Standard Agreement and/or Joint Conference Board stipulation language into their collective bargaining agreement will automatically have representation on the Joint Conference Board.

Paragraph 6 - Only those crafts with stipulation language in their area labor agreements will be allowed to bring jurisdictional dispute cases to the Joint Conference Board. Those crafts without stipulation language in their area labor agreements will be allowed to participate if a jurisdictional dispute case is brought against their craft and will have the right to appeal any decision, if such an appeal is available, as provided in Article VI of this Agreement.

Paragraph 7 - This agreement applies only to work performed within Cook County, Illinois.

Paragraph 8 - As herein before provided in Article VII, decisions or awards as to jurisdictional claims and decisions determining whether or not said decisions or awards have been violated rendered by the Joint Conference Board shall be final, binding and conclusive on all the parties hereto, on all of their members and affiliates, and on all employers subject only to the right of appeal herein provided for in Article VI.

Paragraph 9 - To further implement the decision of the Joint Conference Board, it is agreed that any party hereto, any of their members or affiliates, and any employer may at any time file a Verified Complaint in writing with the Joint Conference Board alleging a violation of a decision or award previously made. The Board shall thereupon set a hearing, to be held within three days of receipt of the Verified Complaint with respect to the alleged violation, and shall notify all interested parties of the time and place thereof. An Arbitrator selected pursuant to Article VII, Paragraph 9(c) shall conduct a hearing at the time and place specified in its notice. All parties shall be given an opportunity to testify and to present documentary evidence relating to the subject matter of the hearing within forty-eight (48) hours after the conclusion thereof, the Arbitrator shall render a written decision in the matter and shall state whether or not there has been a violation of its prior decision or award. Copies of the decision shall be served, by certified mail or by personal service, upon all parties hereto.

Paragraph 10 - Should the Arbitrator determine that there has been a violation of the Board's prior decision or award, the Arbitrator shall order immediate compliance by the offending party or parties. The Arbitrator may take one or more of the following courses of action in order to enforce compliance with the Board's decision:

- a) The Arbitrator may assess liquidated damages not to exceed \$5,000 for each violation by individual members of, or employees represented by the parties hereto, and may assess liquidated damages not to exceed \$10,000 for each violation by either party hereto, or any of its officers or representatives. If a fine is rendered by the Arbitrator, it should be commensurate with the seriousness of the violation having a relationship to lost hours for the Unions and lost efficiency for the employer. Each of the parties hereto hereby agrees for itself, and its members, to pay to the other party within thirty days any sum, or sums, so assessed because of violations of a decision or award by itself, its officers, or representatives, or its member or members. Should either party to this agreement, or any of its members fail to pay the amount so assessed within thirty days of its assessment, the party or member so failing to pay shall be deprived of all the benefits of this agreement until such time as the matter is adjusted to the satisfaction of the Arbitrator.

- b) It may order cessation of all work by the employers and the employees on the job or project involved.

Paragraph 11 - All Notices under this Agreement shall be in writing and sent by the Administrator of the Joint Conference Board via facsimile or email. For all notifications to affiliates of the Chicago & Cook County Building and Construction Trades Council, the Administrator may rely up the facsimile numbers, addresses and email addresses in the current directory of the Council. For notifications to all contractors and subcontractors, the Administrator may rely on corporate information on the Illinois Secretary of State website or other appropriate databases. Original Notices of all Joint Conference Board decisions will be sent to each of the parties involved via certified mail. The notice provisions shall not include Saturday, Sunday or legal holidays.

Paragraph 12 - The following days shall be recognized as legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Paragraph 13 - The Board shall have no authority to undertake any action to enforce its decision after a hearing beyond informing the affected parties of its decision. Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision, including findings, orders or awards of the Board determining non-compliance with a prior award or decision. The prevailing party in any enforcement proceeding shall be entitled to recover its costs and attorneys fees from the non-prevailing party. In the event the Board is made a party to, or is otherwise required to participate in any such enforcement proceeding for whatever reason, the non-prevailing party shall bear all costs, attorneys fees, and any other expenses incurred by the Board in those proceedings.

Paragraph 14 - In establishing the jurisdiction of the Joint Conference Board over all parties to the dispute, the primary responsibility for the judicial determination of the arbitrability of a dispute and the jurisdiction of the Joint Conference Board shall be borne by the party requesting the Board to hear the underlying jurisdictional dispute. If all of the parties to the dispute do not attend the arbitration hearing or otherwise agree in writing that the parties are stipulated to the Joint Conference Board and Standard Agreement, the affected party or parties may proceed at the Joint Conference Board even in the absence of one or more parties to the dispute. In such instances, the issue of jurisdiction is an additional item that must be determined in the first instance by the Arbitrator who shall set forth basis of his determination in his decision. The Joint Conference Board may participate in any proceedings seeking a declaration or determination that the underlying dispute is subject to the jurisdiction and process of the Joint Conference Board. In any such proceedings, the non-prevailing party and/or the party challenging the jurisdiction of the Joint Conference Board shall bear all the costs, expenses and attorneys fees incurred by the Board in establishing its jurisdiction. The provision of Paragraph 13 regarding obtaining attorney fees shall apply.

Paragraph 15 - It is agreed by the parties hereto that this agreement shall remain in full force and effect until June 1, 2020 unless otherwise amended by agreement of parties.

IN WITNESS WHEREOF, the parties have caused this document to be executed at Chicago, Illinois this 28th day of May, 2015.

CONSTRUCTION EMPLOYERS'
ASSOCIATION

DocuSigned by:
Charles Usher, Sr.
AF477AAFA0084CD

BY Charles M. Usher

CHICAGO & COOK COUNTY
BUILDING & CONSTRUCTION
TRADES COUNCIL

DocuSigned by:
Tom Villanova
A3CD82086A9D40E

BY Thomas Villanova

**CERTIFICATE OF COMPLIANCE
WITH MULTI-PROJECT LABOR AGREEMENT (MPLA)**

I _____ (name of Company) hereby acknowledge that I have read the Metropolitan Water Reclamation District of Greater Chicago's 2017 Multi Project Labor Agreement (MPLA). I certify that my company and all subcontractors are in compliance with the MPLA in that my company and all subcontractors agree to be bound by and operate under a current collective bargaining agreement with a union or labor organization affiliate with the AFL-CIO Building Trades Department and the Chicago and Cook County Building and Construction Trades Council, or their affiliates which have jurisdiction over the work to be performed pursuant to this Contract, (hereinafter referred to as a "participating trade group") for all applicable work.

My company is currently a signatory with the following trade groups:

(e.g. Operating Engineers 150) _____

If bidder is not currently signatory with a participating union or labor organization, complete one of the following:

____ The work to be performed by my company will occur at the company's facility and is exempt from the application of the MPLA. All other work for which the MPLA is applicable will be performed by signatories to the following participating trade groups: _____

(Identify all such participating unions or labor organizations. Attach a separate sheet if necessary).

____ I commit to comply with the MPLA by entering into a collective bargaining agreement with the following participating trade group(s): _____

(Identify all such participating unions or labor organizations. Attach a separate sheet if necessary).

Name of Company

By: _____
Signature of Authorized Officer

Attest: _____
Secretary

Dated: _____

EXHIBIT 4

OPERATION AND MAINTENANCE PLAN, INSPECTION LOG

VILLAGE OF RIVER FOREST
OPERATION & MAINTENANCE PLAN FOR
2023 GREEN ALLEY IMPROVEMENTS

Inspection Schedule

By December 31st of each year following final completion of the Project, the Village of River Forest (Village) must prepare and submit to MWRDGC a report using the inspection form attached to this Operation & Maintenance (O&M) Plan detailing its annual inspection, signed by the head of the department responsible for maintenance duties. The report must also include clear photographs that show the condition of the entire Project area. For the first three years, MWRDGC and the Village will conduct joint annual inspections. Beginning in the fourth year and continuing through the required maintenance cycle indicated in the IGA, the Village will conduct solo inspections to ensure the work as described in this O&M Plan is being properly conducted.


Permeable Pavement Systems O&M Plan

The minimum Operation & Maintenance (O&M) requirements outlined in this document shall be incorporated into the Village's inspection and maintenance regimen and shall contain specific information for each Best Management Practice (BMP). Upon completion of construction, the following O&M procedures shall take effect and be conducted per the terms of the IGA.

1. Permeable pavement systems shall be inspected annually and after a rainfall exceeding 1.5 inches. Any corrective actions determined in the inspection should be performed in a timely manner. Inspections shall follow the attached Inspection Form.
 - a. Joint filler in a permeable pavement system must be kept flush with the top of brick.
 - b. Remove any vegetation growth.
 - c. Inspect all drainage structures for proper operation.
 - d. Repair any settlement, deformations or cracking that are significant enough to adversely impact the function of the overall permeable pavement system.
2. The Owner shall keep records of all inspections and significant maintenance activities.
3. Landscaped areas adjacent to permeable pavement systems shall be maintained to prevent soil or other debris from clogging the permeable pavement system.
4. Surface cleaning of the permeable pavement shall occur at least three (3) times per year (Spring, Summer, and Fall) and following any rainfall exceeding 1.5 inches.
5. Winter de-icing solutions such as beet juice molasses, calcium chloride and sodium chloride are acceptable. Unacceptable solutions include sand, magnesium chloride, calcium magnesium acetate, potassium chloride, and potassium acetate.
6. The following activities shall be prohibited from occurring on the permeable pavement surface:
 - a. Temporary or permanent stockpiling of soil or other material that can potentially cause or contribute to clogging.
 - b. Application of pavement seal-coating.
 - c. Application of excessive load, so as to cause cracking and deformation.
 - d. Application of sand for improving traction.
 - e. Applications of chemicals for weed control

Sign-off by Director of Public Works or equivalent:

I attest that I have reviewed this plan and can commit the necessary resources towards implementing it.

Jeff Loster	Director of Public Works and Development Services		3/28/23
Printed name	Title	Signature	Date

Inspection Log for Permeable Pavements

- Refer to the Village's "Operation & Maintenance Plan for 2023 Green Alley Improvements" for detailed requirements.
- Inspection of the permeable pavement system is required at least once per year and after significant rainfall events exceeding 1.5 inches
- Fill out one form for each permeable pavement area inspected.

Inspector:

Date:

Time:

Time Passed Since Last Rain Event:

Project #:

Project Name:

Permeable/Porous Pavement Area:

General Site Conditions:

Inspection Items

Satisfactory (S) or Unsatisfactory (U)

[illegible]

Surface Infiltration

No sedimentation or signs of sedimentation on permeable pavement and between pavers in joint aggregate material

No water ponding or evidence of ponding on permeable pavement

Verify surface infiltration via garden hose test at areas where sedimentation and/or ponding are suspected

Pavement Condition

No evidence of deterioration

No cuts from utilities visible

No evidence of improper load applied (deformation, settlement or cracking)

No stockpiling of materials and no seal coating

No vegetation growth between paver joints (if applicable)

Joint material filled to "lip" of pavers (if applicable)

Depth between top of joint material and top edge of paver = _____

Controlling Run-On

Adjacent vegetated areas show no signs of erosion and run-on to permeable pavement

Salt/Deicing (Early Spring only)

No evidence for the use of traction sand

Piles of accumulated salt removed in spring

Drainage Structure Inspection (Early Spring/Late Fall/After >1.5 inches of rainfall)

No evidence of blockage

Good condition, no need for cleaning/repair

Observation wells show water has drained within 72 hours

Signage

Signage for no stockpiling/seal coating, etc. is present

Educational signage is present and in good condition
--

Additional Comments, Recommendations:

EXHIBIT 5

PROJECT SITE PROPERTY INTEREST DOCUMENTS OR AFFIDAVIT

AFFIDAVIT OF OWNERSHIP

_____, being first duly sworn on oath, deposes and says:
(Print Name of Affiant)

1. I am the _____ of the Village of River Forest, and duly authorized to
(Print Title)

execute and deliver this affidavit to the Metropolitan Water Reclamation District of Greater Chicago (“District”) for the purpose of establishing the dedication of, or ownership over, the Project site for which the parties have entered into an Intergovernmental Agreement (“IGA”), described and referred to as:

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF RIVER FOREST AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE GREEN ALLEY IMPROVEMENTS IN RIVER FOREST, ILLINOIS

- _____
(IGA Title)
2. I caused a search of reasonably accessible real property records to be conducted, and that no evidence of dedication, perpetual easement, or ownership of the Project site was found, thus necessitating execution of this affidavit.
3. The Village represents that the site on which the Project will be constructed (“Project site”) lies entirely within a dedicated public right-of-way, perpetual easement, or property owned solely by the Village and is located at:
- one (1) curved alley bounded by Franklin Avenue to the east, Vine Street to the south, and Park Avenue to the north and west; and one (1) "T" alley bounded by Vine Street to the north, Ashland Avenue to the east, Madison Street to the south, and Franklin Avenue to the west*

- _____
(Print Street Address)*
4. The Village represents that the most current Cook County Tax map (also known as “Sidwell map”) depicting the area(s) encompassing the entire Project site can be found at www.cookcountyclerk.com and confirms paragraph 3 above.
5. The Village represents that it will maintain an exclusive and uninterrupted property interest the Project site as a dedicated public right-of-way, perpetual easement, or solely owned property for the duration of the IGA term.
6. The Village will immediately advise the District in writing of changes or modifications to the information disclosed in this Affidavit.
7. This Affidavit is made for the purpose of complying with Article 4, paragraph 1 of the IGA.

ATTEST: _____
(Affiant)

Clerk Date



MEMORANDUM

DATE: April 10, 2023

TO: Matt Walsh, Interim Village Administrator

FROM: Jeff Loster, Director of Public Works and Development Services

SUBJECT: Approval – Payment to the Davenport Group USA, Ltd for LAMA Annual Maintenance

The Village uses LAMA software for managing permitting, licensing, zoning, land planning, code enforcement and more. As part of our agreement with The Davenport Group, we are required to pay an annual maintenance fee for the use of the software. The maintenance fee provides for software updates, maintenance and hosting of cloud-based servers, programming changes, employee support and assistance. An invoice in the amount of \$24,719.32 for the period from May 1, 2022 through April 30, 2023 is attached. This amount represents a 3.0% increase over the prior year.

Per the agreement, annual costs increases are in accordance with the CPI, but shall not be less than 0% and are capped at 3%. This increase (3%) is reflected in the attached invoice.

It should be noted that although there is a 3% cost increase associated with the renewal, the total cost for the 2023 maintenance period is actually lower than the cost of the 2022 maintenance period. This is due to a Staff assessment of the number of licenses needed for the software which led to a reduction from 14 down to 13.

Because the amount of the invoice is over \$20,000, staff is requesting Village Board approval to pay the invoice.

Requested Board Action: Approve a payment in the amount of \$24,579.22 to The Davenport Group USA, Ltd for LAMA annual maintenance for the period from May 1, 2023 – April 30, 2024.

Attachments: Invoice



INVOICE

Village of River Forest
400 Park Ave
RIVER FOREST IL 60305
USA

Invoice Date
Mar 19, 2023

Account Number
ILRF

Invoice Number
2023-04-ILRF-AM2

The Davenport Group USA,
Ltd
128 S Tejon St, Ste 206
Colorado Springs, CO
80903

Description	Amount USD
2023-2024 Annual SaaS Subscription and Support	12,735.32
2023-2024 Client Access Licenses (13x)	11,128.00
2023-2024 Consumer Price Index - U (3%)	715.90
TOTAL USD	24,579.22

Due Date: Apr 30, 2023

We would like to thank you for your continued support of our firm and the LAMA software. We are looking forward to another year. Please accept this invoice as your annual maintenance for the coming year. Annual Software Assurance and Support includes any updates, free phone, email and eTicket support. The term starts on this Invoice Due Date and is valid for one year.

Mail Payment to:
The Davenport Group USA, Ltd
128 S Tejon St, Ste 206
Colorado Springs, CO 80903



PAYMENT ADVICE

To: The Davenport Group USA, Ltd
128 S Tejon St, Ste 206
Colorado Springs, CO 80903

Customer	Village of River Forest
Account Number	ILRF
Invoice Number	2023-04-ILRF-AM2
Amount Due	24,579.22
Due Date	Apr 30, 2023
Amount Enclosed	

Enter the amount you are paying above



MEMORANDUM

DATE: April 10, 2023

TO: Matt Walsh, Interim Village Administrator

FROM: Jeff Loster, Director of Public Works and Development Services

SUBJECT: Consensus – Annual Contract Renewal with Plan Review Consultant

Starting in 2021, the Village transitioned all outsourced plan review consulting to SAFEbuilt Illinois, LLC. Their work includes review of all building, plumbing, electrical and HVAC reviews as designated by Village Staff. They also supplement Staff's review of structural engineering plans, which are otherwise performed by the Village's in-house Building Official.

The transition to SAFEbuilt in 2021 was done in an effort to relieve capacity issues associated with the former plan review consultant as well as to streamline the overall permit review process relative to the recently-implemented permit portal (LAMA). Having existing experience with LAMA in other municipalities, working with SAFEbuilt led to an effective transition.

Though Staff will continue to assess departmental needs on an ongoing basis and explore all opportunities to minimize permit review times to improve customer service, working with SAFEbuilt has led to a reduction in permit review durations. As their work has led to an improved permit review process for the Village, Staff recommends continuing this relationship through the next contract-year.

It should be noted that Staff has also transitioned to SAFEbuilt for all food-related health inspections throughout the Village. As is noted by "Amendment Two" in the attached documents, this transition started in September, 2022 with a full transition beginning on January 1, 2023.

Per the agreement, annual cost increases are in accordance with the CPI, but shall not be more than 4%. This increase (4%) is reflected in the 2022 extension as well as the proposed 2023 extension.

Requested Board Action: There is no motion required. Staff is seeking consensus to move forward with a 1-year renewal of the contract with SAFEbuilt to perform permit reviews as designated by Village Staff. If the Village Board agrees with the recommendations from Staff, no motion is required and Staff will proceed with implementation.

Attachments: SAFEbuilt Contract (Existing)
SAFEbuilt Contract Amendment (2023 Extension)

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN VILLAGE OF RIVER FOREST, ILLINOIS
AND SAFEbuilt ILLINOIS, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between Village of River Forest, Illinois, ("Municipality") and SAFEbuilt Illinois, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit C, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality as SAFEbuilt, LLC, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties for a period of twelve (12) months.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon thirty (30) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or where requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a

Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of sovereign immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY OTHER THAN WITH RESPECT TO PAYMENT

OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes

of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility.

Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Lisa Scheiner, Acting Village Administrator Village of River Forest 400 Park Avenue River Forest, Illinois 60305 Email: lscheiner@vrf.us	Joe DeRosa, CRO SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Illinois, without regards to its conflict of interest provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

29. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

30. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.


31. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

32. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.



Thomas P. Wilkas, CFO
SAFEbuilt Illinois, LLC

March 24, 2021

Date



Signature
Village of River Forest, Illinois

3/25/2021

Date

Lisa Scheiner, Acting Village Administrator

Name and Title
Village of River Forest, Illinois

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

As-Requested Building, Electrical, Plumbing, and Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliant inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

As-Requested Remote Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Remote Plan Conveyance

- ✓ Electronic plan submittals will be reviewed and returned electronically
- ✓ Paper plans will be submitted via Consultant's preferred carrier
- ✓ Applicant will submit number of hardcopies required by Municipality
- ✓ Consultant will return plans and supporting documents

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents
- ✓ Municipality will intake plans and related documents for pick up by Consultant or submit electronically

3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Inspectors will be dispatched on an as-requested basis
- ✓ Consultants representative(s) will be available by cell phone and email

Deliverables			
INSPECTION SERVICES	Inspections requested before 4:00 p.m. completed the following business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	7 business days	5 business days or less
	✓ Multi-family within	10 business days	7 business days or less
	✓ Small commercial within (under \$2M in valuation)	10 business days	7 business days or less
	✓ Large commercial within	15 business days	10 business days or less

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- ✓ Beginning January 01, 2022 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Inspection Services <ul style="list-style-type: none">• Building, Mechanical, Plumbing, Electrical	\$82.00 per hour – one (1) hour minimum
Plan Review Services <ul style="list-style-type: none">• Residential and Commercial	\$125.00 per hour – one (1) hour minimum
Structural Engineering Plan Review	\$150.00 per hour – one (1) hour minimum
After Hours/Emergency Inspection Services	\$100.00 per hour – two (2) hour minimum
Time tracked will start when Consultant checks in at Municipality or first inspection site.	

EXHIBIT C – MUNICIPAL SPECIFIED OR SAFE BUILT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements. Municipality will provide the following information to Consultant.
 - ✓ Municipal technology point of contact information including name, title, email and phone number
 - ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

(Balance of page left intentionally blank)

**AMENDMENT ONE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN VILLAGE OF RIVER FOREST, ILLINOIS
AND SAFEbuilt ILLINOIS, LLC**

This Amendment is entered into to amend the Professional Services Agreement previously entered into on March 25, 2021, by and between Village of River Forest, Illinois, (Municipality) and SAFEbuilt Illinois, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (Consultant). Municipality and Consultant shall be jointly referred to as the "Parties".

Amendment Effective Date: This Amendment shall be effective on the latest date fully executed by both Parties.

RECITALS AND REPRESENTATIONS

Parties entered into a Professional Services Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on March 25, 2021; and

Parties hereto now desire to amend the Agreement as set forth herein; and

NOW, THEREFORE

Agreement is hereby amended as set forth below:

A. The term of Agreement shall be extended for an additional twelve (12) month period of March 25, 2022 through March 24, 2023.

B. Agreement, Exhibit B, 1. Fee Schedule shall be replaced with and read in its entirety as follows:

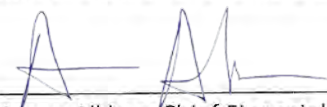
1. FEE SCHEDULE

- ✓ Beginning January 01, 2023 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Inspection Services <ul style="list-style-type: none">Building, Mechanical, Plumbing, Electrical	\$85.28 per hour – one (1) hour minimum
Plan Review Services <ul style="list-style-type: none">Residential and Commercial	\$130.00 per hour – one (1) hour minimum
Structural Engineering Plan Review	\$156.00 per hour – one (1) hour minimum
After Hours/Emergency Inspection Services	\$104.00 per hour – two (2) hour minimum
Time tracked will start when Consultant checks in at Municipality or first inspection site.	

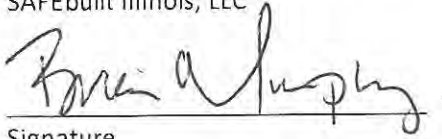
All other provisions of the original Agreement shall remain in effect, to the extent not modified by Amendment.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.



Avner Alkhas, Chief Financial Officer
SAFEbuilt Illinois, LLC

April 28, 2022
Date



Signature
Village of River Forest, Illinois

4.25.22.
Date

Brian Murphy, Village Administrator
Name & Title
Village of River Forest, Illinois

AMENDMENT TWO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN VILLAGE OF RIVER FOREST, ILLINOIS
AND SAFEbuilt ILLINOIS, LLC

This Amendment is entered into to amend the Professional Services Agreement previously entered into on March 25, 2021, by and between Village of River Forest, Illinois, (Municipality) and SAFEbuilt Illinois, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (Consultant). Municipality and Consultant shall be jointly referred to as the “Parties”.

Amendment Effective Date: This Amendment shall be effective on the latest date fully executed by both Parties.

RECITALS AND REPRESENTATIONS

Parties entered into a Professional Services Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on March 25, 2021; and

On April 28, 2022, Parties instituted Amendment One to the Agreement to extend the term of the Agreement through March 24, 2023 and revised fee schedule; and

Parties hereto now desire to amend the Agreement as set forth herein; and

NOW, THEREFORE

Agreement is hereby amended as set forth below:

- A. Agreement, Exhibit A, 1. List of Services is amended to include As-Requested Health Inspection Services and As-Requested Business License Services.

As-Requested Health Inspection Services

- ✓ Consultant will provide a licensed environmental health inspector to perform the following functions:
- ✓ Enforce the regulations and orders of the State of Illinois Department of Public Health pertaining to health regulations within the Municipality
- ✓ Execute and enforce the provisions of the Municipal health ordinance
- ✓ Perform inspections relating to the above functions
- ✓ Issue documentation for food service and drinking establishments found to be in compliance
- ✓ Track and report inspection fees, late fees and compliance issues
- ✓ Respond to environmental health related questions from Village residents and businesses
- ✓ Provide statistical, narrative information and detailed reports within agreed upon frequencies

As-Requested Business License Services

- ✓ Consultant will provide a qualified professional to perform this service

- B. Agreement, Exhibit B, 1. Fee Schedule shall include As-Requested Health Inspection Services and As-Requested Business License Services at the following rates. All other provisions of Exhibit A to the original Agreement and as amended by Amendment One, including the introductory paragraph shall remain in effect.

- ✓ As-Requested Health Inspection Services - \$125.00 per hour – one (1) hour minimum
- ✓ As-Requested Business License Services - \$125.00 per hour – one (1) hour minimum

All other provisions of the original Agreement shall remain in effect, to the extent not modified by Amendment.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.



Gary Amato, CAO
SAFEbuilt Illinois, LLC

September 14, 2022

Date



Signature
Village of River Forest, Illinois

9/13/22

Date

Jeff Loster, Director of Public Works and Development Services
Name & Title
Village of River Forest, Illinois

AMENDMENT THREE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN VILLAGE OF RIVER FOREST, ILLINOIS
AND SAFEbuilt ILLINOIS, LLC

This Amendment is entered into to amend the Professional Services Agreement previously entered into on March 25, 2021, by and between Village of River Forest, Illinois, (Municipality) and SAFEbuilt Illinois, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (Consultant). Municipality and Consultant shall be jointly referred to as the “Parties”.

Amendment Effective Date: Effective the 1st (first) day of the month following full execution by both Parties.

RECITALS AND REPRESENTATIONS

Parties entered into a Professional Services Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on March 25, 2021; and

On April 28, 2022, Parties instituted Amendment One to the Agreement to extend the term of the Agreement through March 24, 2023 and revise fee schedule; and

On September 14, 2022, Parties instituted Amendment Two to the Agreement to add Health Inspection and Business License services; and

Parties hereto now desire to amend the Agreement as set forth herein; and

NOW, THEREFORE

Agreement is hereby amended as set forth below:

- A. Agreement term shall be extended for an additional twelve (12) month period of March 25, 2023 through March 24, 2024.
- B. Agreement, Exhibit B, 1. Fee Schedule for Services allows for an annual rate increase based on the Consumer Price Index (CPI) effective January 01, 2022. Agreement, Exhibit B, 1. Fee Schedule for Services shall be replaced in its entirety as follows:

1. FEE SCHEDULE

- ✓ Beginning January 01, 2022 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Inspection Services <ul style="list-style-type: none">Building, Mechanical, Plumbing, Electrical	\$88.69 per hour – one (1) hour minimum
Plan Review Services <ul style="list-style-type: none">Residential and Commercial	\$135.20 per hour – one (1) hour minimum
Structural Engineering Plan Review	\$162.24 per hour – one (1) hour minimum
After Hours/Emergency Inspection Services	\$108.16 per hour – two (2) hour minimum
Health Inspection Services	\$130.00 per hour – one (1) hour minimum
Business License Services	\$130.00 per hour – one (1) hour minimum
Hourly inspection time tracked will start when Consultant checks in at Municipality or first inspection site. Time tracked will end when the inspector completes the last scheduled inspection or leaves Municipal office. Time tracked will include travel time between inspection sites and all administrative work related to inspection support.	

All other provisions of the original Agreement shall remain in effect, to the extent not modified by Amendment.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.



Gary Amato, CAO
SAFEbuilt Illinois, LLC

February 13, 2023

Date

Signature

Village of River Forest, Illinois

Date

Name & Title

Village of River Forest, Illinois



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

MEMORANDUM

Date: April 10, 2023

To: Catherine Adduci, Village President
Village Board of Trustees

From: Jeff Loster, Director of Public Works and Development Services
Seth Jansen, Management Analyst

Subj: License Agreement with Property Owners at 921 Keystone Avenue for an Underground Sprinkler System in the Public Right-of-Way

Issue: Peter Kong and Hsinghua Pam Chen, owners of the property located at 921 Keystone Avenue, would like to install an underground irrigation system with certain components in the Village right-of-way and needs permission from the Village Board of Trustees to do so.

Analysis: The Village Code does not permit obstructions nor does it allow property owners to install anything in the public right-of-way unless permission is granted by the Village, typically through an agreement. The attached agreement is the standard document that is utilized by the Village for these matters.

In an effort to minimize Village expenses for private infrastructure within the public right-of-way that may be damaged/impacted as a result of capital improvement projects in the future, staff has developed a policy that all obstructions that are proposed for installation within the public right-of-way should require a Right-of-Way Encroachment Waiver and Agreement as a condition of permit approval. This will help avoid future damage to the infrastructure by allowing the Village to document the existence of these assets. This is similar to the process followed for any other private infrastructure proposed within public space (e.g. in-pavement heating elements, fences, decorative light pole).

Recommendation: Authorize the Village Administrator to execute a right-of-way encroachment waiver and agreement for an irrigation system in the public right-of-way with the property owners at 921 Keystone Avenue.

Attachment: License Agreement with Property Owners of 921 Keystone Avenue.

THIS DOCUMENT WAS
PREPARED BY, AND AFTER
RECORDING RETURN TO:

Village of River Forest
400 Park Avenue
River Forest, Illinois 60302
Attention: Village Administrator

[The above space for recording purposes]

RIGHT-OF-WAY ENCROACHMENT WAIVER AND AGREEMENT

The undersigned(s) represent that Peter Kong and Hsinghua Purn Chen is/are the legal owner ("Legal Owner") of real property commonly known as: 921 Keystone Ave, River Forest, Illinois 60305 PIN(S) #: 15013130210000 ("Benefitted Property"), and a survey with the legal description of the Benefitted Property is attached and made a part hereof as "EXHIBIT A".

1. **Ownership.** Legal Owner is undertaking the following "Project" at the above stated Benefitted Property and on adjacent Village of River Forest ("Village") public right-of-way that will encroach on the public right-of-way: irrigation system.

2. **Acknowledgment.** Legal Owner understands and acknowledges that the Village of River Forest Village Code does not permit any obstructions in the public right-of-way and does not allow for the placement of the Project underneath the public right-of-way without the Village's express permission.

3. **Repairs.** Legal Owner agrees that the Project placed by Legal Owner or an agent of Legal Owner for the benefit of the Benefitted Property, and which encroach upon the public right-of-way contiguous with the Benefitted Property, will be the responsibility of Legal Owner to maintain, repair, and replace if necessary, at Legal Owner's sole cost and expense, due to any damage by the Village, other public agencies or any other person, for whatever reason, including but not limited to excavation in the public right-of-way for the purposes of repairing a water main break, installation or replacement of a water main, water line, sewer main, sewer lateral line, or other utilities, replacement or reconstruction of the street, or due to normal wear and tear.

4. **Quality of Work.** Legal Owner agrees that any work to be performed on or underneath the public right-of-way shall be in a good and workmanlike manner and in accordance with all applicable federal, state, and county laws and regulations and the Village codes, ordinances, and regulations.

5. **Restoration.** Legal Owner agrees to be solely responsible for any and all costs of restoring any disturbances of the public right-of-way caused by its installation and use of the Project underneath the right-of-way, and any and all repairs or damage to the public right-of-way arising from the use, misuse or damage to same by Legal Owner, or its agents, employees, contractors, subcontractors, successors, invitees, permittees, or assigns, to the satisfaction of the Village. Upon completion of installation or any subsequent repair or maintenance of the Project, Legal Owner shall return the public right-of-way to good order, condition and repair. In the event Legal Owner fails, in a timely manner, to restore any disturbances or make any and all repairs of the public right-of-way as set forth above, the Village may make such restoration or repairs. In the event the Village makes such restorations or repairs, Legal Owner agrees to pay the costs of such restoration or repairs upon written demand, or the Village may remove the Project underneath the right-of-way and/or lien the Benefitted Property for the costs of such restoration or repair. Legal Owner waives all rights and claims of any kind against the Village arising out of the Village's restoration or repair of the public right-of-way or removal of the Project improvements.

6. **No Liens.** Legal Owner shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests, or other encumbrances to attach to or to be filed against title or ownership of the public right-of-way.

7. **Removal.** If the Village, in its sole discretion, determines that further existence or use of the Project under the public right-of-way is, or will be, hazardous to the public or to the public right-of-way, Legal Owner agrees to, upon written notice by the Village, make modifications or remove the Project at Legal Owner's sole expense to make the Project and/or public right-of-way safe for, and compatible with, public use. In the event Legal Owner fails to make required modifications within a reasonable time frame, or if such modifications cannot be completed within said time frame or Legal Owner fails to begin working expeditiously to render the Project or public right-of-way safe for the public, the Village may make the necessary modifications or remove the Project. In the event the Village installs and / or makes the necessary modifications, Legal Owner shall pay the costs of such modifications or improvements upon written demand of the Village, or the Village may remove the Project underlying its right-of-way and/or lien the Benefitted Property for the costs of such modifications. Notwithstanding any term in this agreement to the contrary, the Village may remove the Project from the public right-of-way, at Legal Owner's cost and expense, in its sole discretion. Legal Owner waives all rights and claims of any kind against the Village arising out of the Village's modifications to the Project or the Public Right-of-Way or removal of the Project.

8. **Indemnification, Defense and Hold Harmless.** Legal Owner agrees and acknowledges that as a condition of the Village granting permission to utilize the public right-of-way abutting the Benefitted Property for the Project, Legal Owner covenants and agrees not to sue and to protect, indemnify, defend, and hold harmless the Village, and its elected officials, employees, agents, volunteers, and attorneys against any and all claims, costs, actions, losses, demands, injuries and expenses of whatever nature ("Claims"), including, but not limited to attorneys' fees, related to this agreement, the Project or the public right-of-way abutting the Benefitted Property and / or from acts or omissions by Legal Owner, its contractors, subcontractors, or agents or employees in maintaining the same and/or conjunction with the use of the public right-of-way abutting the Benefitted Property.

9. **Future Owners.** Legal Owner acknowledges and understands that the terms and conditions contained herein apply uniquely to the public right-of-way adjacent to the Benefitted Property at the above address as legally described in Exhibit A and it is the intent of Legal Owner and the Village to have the terms and conditions of this instrument run with the land and be binding on subsequent owners of the Benefitted Property or any portion thereof. This document shall be notarized and recorded with the Cook County Recorder of Deeds. The undersigned Legal Owner certifies that they have the authority to bind Legal Owner.

LEGAL OWNER:

Peter Kong
Name: Peter Kong

Date: 3/30/23

Hsinghua Pam Chen
Name: Hsinghua Pam Chen

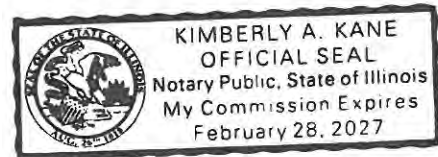
Date: 3/30/23

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in Cook County, in the State of Illinois, do hereby certify that PETER KONG & PAM CHEN is/are personally known to me to be _____ and _____, and are the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ and _____, respectively, and as their free and voluntary act, and as their free and voluntary act.

Given under my hand and notarial seal this 30 day of MARCH, 2023.

Notary Signature: Kimberly A. Kane [SEAL]



Legal Description

Richardson's Resubdivision of part of Block 6 and vacated streets in said Block 6 in Snow & Dickinson's Addition to River Forest, being a Subdivision of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 1 and the East 17 acres of the Southeast $\frac{1}{4}$ Section 2, Township 39 North, Range 12 East Of The 3rd Principal Meridian, in Cook County, Illinois.



Village of River Forest

POLICE DEPARTMENT MEMORANDUM

TO: Matt Walsh – Interim Village Administrator

FROM: James O'Shea- Chief of Police

DATE: March 15, 2023

SUBJECT: DACRA Tech. Contract

Issue: The police department seeks to transition to a new citation and adjudication system that will continue to support our parking enforcement, building code violations, local ordinance violations, and compliance violations as well as the local adjudication court docket.

Analysis: In 2012 the Village and Municipal Systems (MSI), Inc. entered into an agreement to implement a Municipal Ordinance Violation and Municipal Offense System Hearing computer module (attached). The original agreement stipulated a monthly fee of \$1,150.00 a month for the first 12 months after which the monthly cost would be reduced to \$950. That agreement and amount remained static until May 1, 2022, when that fee increased to \$1,150 per month and then to \$1,300 per month as of May 1, 2023, which is the first day of Village of River Forest FY24.

Municipal Systems, Inc. was eventually bought by DACRA Tech. Systems, LLC, who has their own existing system, that is similar to the MSI product the police department is using. In early 2023, the police department was made aware that DACRA Tech. was sunsetting the current MSI product and replacing it with their own DACRA Tech. product. DACRA Tech. produced a contract proposal (attached) that maintained the FY24 pricing at \$1,300 a month but also extended it to the following two fiscal years to reflect a monthly cost of \$1,800 in FY25, and \$2,300 in FY26. This new product is much more robust than what is in use currently and it will allow for much deeper statistical analysis. The new product is also designed for current web browsers, whereas the current MSI product is unreliable and can only be used in an old version of Internet Explorer which is no longer supported by Microsoft. This has presented significant challenges for officers on the street, staff, as well as our IT contractor, Client First.

Recommendation: If the Village Board wishes to agree to the attached contract as proposed:

Motion to enter into a Master Software Licensing Agreement as presented with DACRA Tech. Systems, LLC for:

FY24: \$1,300 per month
FY25: \$1,800 per month
FY26: \$2,300 per month

DACRA TECH LLC MASTER SOFTWARE LICENSING AGREEMENT

This MASTER SOFTWARE LICENSING AGREEMENT (this “**Agreement**”) is dated as of this _____ day of _____, 2023 (the “**Effective Date**”) by and between Dacra Adjudication Systems, LLC d/b/a Dacra Tech, LLC, a Delaware limited liability company, (“**Dacra**”), and the Village of River Forest, (the “**Municipality**”), and together with DACRA collectively, the “**parties**”).

RECITALS

WHEREAS, Dacra is engaged in the business of developing, managing and deploying municipal software applications, including but not limited to, a flagship citation issuance and adjudication system as well as other software tools and services including, e-Citation, Adjudication, Tow Management, and Fine Payment Processes; and

WHEREAS, the Municipality desires to utilize certain services of Dacra under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and conditions set forth in this Agreement and in consideration for the use of the Services by the Municipality;

AGREEMENT

1. Standard Terms and Conditions. The parties hereby incorporate by reference the foregoing recitals as well as the Master Terms and Conditions incorporated herein as **Exhibit A** attached hereto (the “**Master Terms and Conditions**”, the terms of which are incorporated herein by reference into this Agreement.

2. Services. The Municipality hereby retains certain software services from Dacra as set forth within **Exhibit B** (the “**Services**”).

3. Pricing. In exchange for the use of Services hereunder, Municipality will be billed Fees as set forth in **Exhibit C** (the “**Fees**”).

4. Term. The term of this Agreement (the “**Term**”) shall be three (3) years and shall commence on the Effective Date. This Term of this Agreement shall automatically renew for successive periods of one (1) year, unless either party serves written notice to the other a minimum of 90 days prior to the end of the relevant term then in effect. During each renewal period, all terms and conditions shall continue unchanged except that the Monthly Service Fee shall increase 4.5% for each renewal period.

5. Notices. Any notices or communications required or permitted to be given by this Agreement must be given in writing and personally delivered; or mailed by prepaid, certified mail, or courier; or transmitted by electronic mail transmission (including PDF) to whom such notice or communication is directed, to the mailing address or regularly monitored electronic mail address of such party as follows:

If to the Municipality:

Village of River Forest
Attention: TBD
400 Park Avenue
River Forest, IL., 60305
Email: TBD

If to Dacra:

Dacra Tech, LLC
Attention: Dave Braner, CEO
707 Osterman Ave., Unit 1693
Deerfield, IL. 60015
Email: David.Braner@Dacratech.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Dacra Tech, LLC

a Delaware limited liability company

By: _____

Name (print):

Title:

Date:

Village of River Forest

an Illinois municipal corporation

By: _____

Name:

Title:

Date

[Signature page to Master Software Licensing Agreement]

EXHIBIT A

MASTER TERMS AND CONDITIONS

A. Limited License Granted

Municipality is hereby granted during the Term of this Agreement, a nonexclusive, non-assignable, royalty free, limited license (the “**License**”) to use the Services (including access to any software owned by Dacra as encompassed within the Services) solely for the Municipality’s ordinance and code compliance purposes and subject to the terms of the Agreement.

B. Third-Party Agreements

Municipality hereby agrees that it may be required to enter into one or more additional contracts at the sole expense of Municipality with one or more third-party vendors in order to use and/or maximize some features of the software provided by Dacra such as the Municipality’s online payment processor or the Municipality’s collection agency.

C. Data

Municipality at all times will retain sole ownership of its Municipal Data. The term “**Municipal Data**” refers to all citation and hearing data collected on behalf of the Municipality with respect to the Services. Dacra at all times retains the right and license during the Term to access the Municipal Data and to grant third parties access to the Municipal Data in order to use and/or maximize some features of the software provided by Dacra such as the Municipality’s online payment processor or the Municipality’s collection agency.

D. Dacra’s Intellectual Property

Dacra or its licensors retain all ownership and Intellectual Property Rights in and to the Services, including any software, algorithms, programs, tools, code or instrumentalities encompassed therein in any manner and/or relating to the Services as utilized by the Municipality. Additionally, Dacra retains all ownership and Intellectual Property Rights to anything (including without limitation software and written product) delivered under the Agreement, including any future developments thereof, regardless of whether any Municipal employees or agents, had any input or in any way assisted in any such new development. Municipality hereby acknowledges that it may not:

- (i) Allow access to the Services available in any manner to any third-party or for any purpose not authorized by this Agreement unless such access is expressly permitted in writing by Dacra;
- (ii) Copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means, any materials provide by Dacra; and
- (iii) Modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs).

As utilized herein, the phrase “**Intellectual Property Rights**” shall include, without limitation, all patent, trademark, trade secret and copyrights relating in whole or in part to the Services and whether such right arises by registration with the United States Patent & Trademark Office (the “USPTO”), through the United States Library of Congress, with any state or municipal body and/or arising by common law or statute, including without limitation the Illinois Trade Secrets Act, 765 ILCS 1065 et seq or the Defend Trade Secrets Act of 2016.

E. Further Assurances

Municipality further agrees at any time in the future and upon request by Dacra, to execute any further documentation as may be reasonably necessary to effectuate the intent of the parties to this Agreement in

accordance with the terms of this paragraph D, including, without limitation, a future assignment of Intellectual Property Rights.

F. Pricing and Billing

The Fee set forth in the Agreement will remain fixed during the Term absent a written amendment signed by the parties. Municipality agrees to pay any sales, value-added or other similar taxes imposed by applicable law that Dacra must pay based on the Services, except taxes based on Dacra's income. For any partial month during the Term, the Fees shall be prorated based on the number of days that the Services were provided for such month. Dacra may audit Municipality's use of the Services. Municipality hereby agrees to cooperate with Dacra's audit and provide reasonable assistance and access to information. All payments shall be made in accordance with the Illinois Local Government prompt Payment Act (50 ILCS 505/1-9).

G. Termination

Dacra may immediately suspend the License in the event: (i) Municipality fails to pay any sums due Dacra under the Agreement within ten (10) days after written notice from Dacra of the payment default, or (ii) in the event of a breach of this Agreement by Municipality which is not cured within 10 days of written notice thereof. In the event of such termination, Municipality agrees to pay all fees due Dacra which accrue or are incurred prior to the termination of the Agreement.

H. Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY LAW, DACRA HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS. THE PARTIES AGREE THAT DACRA'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES, OR THE AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE GREATER OF: (A) THE TOTAL AMOUNTS ACTUALLY PAID TO DACRA FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM; OR (B) SUCH AMOUNT OF CLAIMED DAMAGES THAT ARE ACTUALLY COVERED AND PAID IN FULL BY AN INSURANCE CARRIER PROVIDING INSURANCE TO DACRA UNDER THE TERMS OF A POLICY OF INSURANCE CARRIED BY DACRA AS REQUIRED UNDER THE TERMS OF THE AGREEMENT, (THE "**LIMITATION OF LIABILITY**"). MUNICIPALITY HEREBY ACKNOWLEDGES THAT DACRA DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED.

I. Other

- (i) Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.
- (ii) Upon the full execution of this Agreement, all prior agreements, if any, shall terminate and be of no further force and effect, and shall be superseded and replaced in their entirety by this Agreement.

- (iii) Dacra may assign this Agreement by providing written notice of the assignee who will assume Dacra's obligations under this Agreement. Municipality may not assign this Agreement without Dacra's prior written consent, which may be withheld in the sole discretion of Dacra.
- (iv) Municipality shall obtain at its sole expense any rights and consents from third-parties necessary for Dacra and its subcontractors to perform the Services under the Agreement.
- (v) The Agreement is governed by the substantive and procedural laws of Illinois. All disputes shall be resolved solely in the Circuit Court of DuPage County, Illinois.
- (vi) Except for actions for nonpayment or breach of Dacra's proprietary rights, no action, regardless of form, arising out of or relating to the Agreement may be brought by either party more than two years after the cause of action has accrued.
- (vii) Neither party to this Agreement shall be responsible for failure or delay of performance if caused by: an act of war, hostility, pandemic, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party.
- (viii) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument. Copies of this Agreement (as well as any documents related to this Agreement) signed and transmitted by a party by electronic transmission shall be deemed for all purposes as containing the original signature of the transmitting party and legally binding upon such transmitting party.
- (ix) Dacra may publish that the Municipality utilizes one or more Services of Dacra.

J. Maintenance and Support

Dacra shall provide the following maintenance and support as a component of the Services using guidelines, structures, and materials meeting the following criteria:

- (i) **Training.** As part of the start-up and implementation phase of the delivered Services, all users will be trained on the use of the Services through a combination of in-person and/or webinars and recorded training video sessions for all users not able to participate in the initial training sessions. Additional training provided beyond the start-up phase will be quoted and agreed to in writing.
- (ii) **Support.** Dacra shall provide access to live support to a designated user of Municipality available via e-mail or phone during Dacra's normal business hours. The Dacra support team will be fluent in the functionality of the system.
- (iii) **Exclusions.** Dacra updates the Service on an as needed basis from time-to-time to implement bug fixes, if any, and enhanced functionality to the existing Service such as additional reporting and enhanced user interface. Notwithstanding the foregoing, all provision and maintenance of hardware and software, including but not limited to laptop computers, desktop computers, printers, modems & routers and software to operate the hardware such as operating systems, and browsers [Google Chrome, Microsoft Edge, IOS] necessary to run the Service, are the sole cost and responsibility of Municipality.

1. Continuity of Service. Dacra, as part of its commitment to the continuity of the Services, shall maintain the following service level that details the minimum customer support standards to be followed for issues, both major and minor, as well as, any modifications made to the Service from time-to-time. As part of the Service, Dacra will create an alert email distribution group for use by the Municipality to send notification of issues as they arise. Municipality may also contact Dacra via phone.

Dacra will respond to Municipality initiated issues in accordance with the following levels:

- (i) MAJOR - The Service is down or precludes the Municipality from successful operation of the total system and requires immediate attention (the "Downtime") (for example, the Municipality is unable to connect, via an approved internet browser, to the Service).
 - (ii) MINOR - A minor issue exists with the Service, but the majority of the functions are still usable, and some circumvention may be required to provide service (for example, subcommand gives an incorrect response). Also includes minor issues or questions that do not affect the Service function (for example, the text of a message is worded poorly or misspelled).
2. Uptime Initiative. Dacra shall make reasonable efforts to maintain the Services such that the Services will be operational and accessible by the Municipality's users a minimum of 99% of the time, not including maintenance which will be scheduled with Municipality in advance and will be kept to an absolute minimum.

K. Insurance Requirements

Dacra shall maintain during the entire term of the Contract, the following insurance coverages:

- (i) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.
 - (ii) Professional Liability: \$1,000,000 single limit for errors and omissions, professional / malpractice liability.
 - (iii) Worker's Compensation and Employers' Liability: As required by Illinois law.
 - (iv) Umbrella Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

EXHIBIT B

SERVICES REQUESTED BY MUNICIPALITY

The Dacra Services included in this Agreement are the Municipal Enforcement Adjudication Module and Mobile State & Municipal e-Citation Module which will be deployed to the Municipality with the functionality stated hereunder.



DACRA MUNICIPAL ENFORCEMENT SYSTEM FEATURES **January 31, 2023**

Dacra streamlines the complicated local violation enforcement processes for counties and municipalities, from police, fire, health, and code enforcement, to building and zoning, and more. Dacra is a web-based unified e-citation and administrative adjudication management system which helps you effortlessly manage your violations, from complaint to collections while protecting and increasing violator's due process rights. The following features are available with the Dacra Municipal Enforcement System:

Dacra System Architecture and Security

- **Architecture**
 - Web-based platform that works on standard hardware
 - .NET stack with SQL back end separated from the front end via entity framework services
 - Bi-directional sync data integration with IUCS LEADER
 - JSON APIs available as well as numerous government and public safety software system integrations
- **Security**
 - Dacra is hosted in Azure Government Cloud, a restricted cloud dedicated to government services. Azure Government Cloud provides the highest level of security and compliance to include SOC2, PCI, ISO, etc.
 - Criminal Justice Information Services (CJIS) compliant
 - Single Sign On (SSO) authentication available
 - Extensive citation auditing features, tracks changes to a citation after it has been issued, recording both original and changed values, the logged in user, and date and time of any change
- **Hardware Required**
 - Requires Google Chrome/ Microsoft Edge access
 - Windows based devices required is utilizing LEADS integrated
 - iPads preferred for handheld ticketing
 - Compatible with either 4" or 8 ½" Printers

Municipal Enforcement Adjudication Module

- **Municipal Enforcement Citation Tools:** Create local ordinance administrative adjudication cases easily with features customized for the following:
 - Local Ordinance/Compliance/Animal/Building Code Ticketing
 - "3-Click" Parking Ticketing
 - Unpaid Utility/Ambulance Fee Violations
 - Citation Auditing and Expungement Tools
- **Complete Hearing Management Tools:** Efficiently manage violation notices, unified administrative hearings, and final determination notices with features such as:
 - Variable Hearing Notices by Department

- Multiple Concerned Party Notification
- Hearing Room Management and FDO Issuance
- Batch Process Hearing Officer Tools
- **Extensive Fine Tracking and Payment Tools:** Dacra automatically monitors unpaid citations and escalates fines accordingly. Along the way fines can be paid through a variety of in-person and online tools and integrations.
 - Complex Fine Structure Tracking
 - Online Payments with Partial Payment Capability
 - Customer Payment Portal

Mobile State and Municipal E-Citation Module

- **State of Illinois E-Citations:**
 - Issue and print Illinois citations, updated to Administrative Office of Illinois Courts standards:
 - Illinois AOIC Compliant Electronic Uniform Citation
 - Illinois AOIC Compliant Electronic Overweight Citation
 - Illinois AOIC Compliant Electronic Civil Law Citation
 - Cook County “Y” Citation Format
 - Electronic County Transmittal via IUCS Leader
 - County Citation Transmittal Forms for Select Circuit Courts
- **Mobile Municipal Enforcement Adjudication Citation Tools:**
 - Issue and print local ordinance citations:
 - Parking Citations – Multiple entry methods to speed parking citation issuance
 - Animal – Track animal specific information with violator history available
 - Compliance Violations – Department specific ordinance compliance citations
 - Tow Ticketing – Issue administrative tow seizure and hearing notices
 - Legacy Tickets – Historical citation data can be imported for violation payment
- **CAD LEADS Integration:** Dacra uses *your* agency LEADS authorization and integrates with your CAD vendor to allow citations auto-population of driver and vehicle data from the Dacra LEADS queue.
- **Additional Citation Features:**
 - Easily create additional “companion” violations for the same violator with one click
 - Agency defined mandatory field completion
 - Statute/Ordinance “Easy Search” Functionality
 - Offense location and respondent GPS mapping tools
 - Citation digital evidence record storage
 - Extensive citation data analytics and mapping capability
- **Illinois TSS/RP and Pedestrian Stop Data Collection:**
 - Easily collect traffic stop data to reduces entry time and generate Illinois S.O.S Reports for uploading.
 - Collect the requisite data and generate a pedestrian stop receipt as required within Illinois.
- **Violator History Reports:**
 - Citation and warning history summary displayed to issuing officer with ability to investigate detail with one click.
 - Effectively manage expungements for violations as required by state and local rules.
- **Hand-Held Ticketing:**
 - Dacra’s “3 Click” Parking Ticket feature provides the industry’s fastest way to accurately issue a parking violation via tablets complete with photo evidence.

DACRA 3rd Party Integrations

- **API/Interface Set-Up and Configuration:** Dacra custom integrations will provide omni-directional or bi-directional interfaces to 3rd party vendors to increase the efficiency of the System. The functionality is defined hereunder with associated pricing defined in **Exhibit C**.
 - **LEADS Interface:** The LEADS Interface imports LEADS data from Central Square system into the Service for auto citation entry is included at no charge.

EXHIBIT C
FEES PAID BY MUNICIPALITY

In exchange for the use of the Dacra Services included in **Exhibit B**, Municipality will pay Fees including a Monthly Service Fee, and applicable Integration Fee(s) hereunder:

- A. Monthly Service Fee: In exchange for the monthly use of the Services defined in **Exhibit B**, and upon execution of this agreement, Municipality will be billed a Monthly Service Fee calculated by totaling the below Monthly Licensing Fee for the modules licensed and the Monthly Usage Fee for citations issued that month:

Monthly Service Fee = Monthly Licensing Fee + Monthly Usage Fee		Monthly Service Fee
Monthly Licensing Fee – Adjudication, e-Citation, and Police Patrol Modules		
- Year 1: May 1, 2023 – April 30, 2024		\$1,300
- Year 2: May 1, 2024 – April 30, 2025		\$1,800
- Year 3: May 1, 2025 – April 30, 2026		\$2,300
Monthly Usage Fee – Calculated by totaling fees for citations issued that month:		
- Adjudication Citations Issued That Month –500 included at no cost		\$3 each
- State Citations Issued That Month –500 included at no cost		\$1 each

- C. Integration Fee(s): In exchange for development, configuration, and maintenance of the custom APIs and interfaces defined in **Exhibit B** the Municipality will be billed upon go-live of the interface, with annual maintenance billed in conjunction with the next agreement execution anniversary:

Interface	One-Time Fee	Annual Maintenance Fee
CAD/LEADS Interface with Central Square	Waived	Waived



MEMORANDUM

Date: April 10th, 2023

To: Catherine Adduci, Village President
Village Board of Trustees

From: Matt Walsh, Interim Village Administrator

Subject: Administration Report

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

Tuesday, April 11 th	7:00 PM	Sustainability Commission Meeting
Wednesday, April 12 th	6:00 PM	Age Friendly Advisory Ad Hoc Committee Meeting
Monday, April 17 th	7:00 PM	Diversity, Equity, and Inclusion Advisory Group 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
Andy Frain Services Inc	\$13,325.02	February Crossing Guards
ClientFirst Consulting Group LLC	\$12,515.00	I.T. Services
Klein Thorpe and Jenkins Ltd	\$14,731.46	Legal Services
State Treasurer	\$13,998.07	State Income Tax
CDS Office Technologies Inc	\$10,527.31	Street Camera Expansion Project & squad car equipment
Klein Thorpe and Jenkins Ltd	\$12,778.35	Legal Services
Osco Incorporated	\$16,723.52	Fuel
Bestco Hartford	\$10,351.02	PW & PD Retiree Benefits
Houseal Lavigne Associates	\$14,324.13	Planning Consulting
MOE Funds	\$13,698.00	PW Employee Health Insurance
State Treasurer	\$14,442.86	State Income Tax
Devin Howe	\$11,500.00	Overhead Sewer Reimbursement & Lead Service Replacement Program.

Thank you.

Village of River Forest



POLICE DEPARTMENT MEMORANDUM

TO: Matt Walsh – Interim Village Administrator

FROM: James O'Shea- Chief of Police

DATE: April 5, 2023

SUBJECT: March 2023 Monthly Report

Crime Statistics

The month of March 2023 indicated a 38% decrease in Group A (previously Part I) offenses in comparison to March 2022. There was a 15% decrease in Group B (previously Part II) reported crimes compared to March 2022. A decrease in Aggravated Battery and Theft incidents contributed to the decrease in Group A crimes. A decrease All Other Offenses incidents contributed to the Group B decrease. We will continue to report any anomalies in data or statistics for the calendar year (2023).

	Feb 2023	Feb 2022	Diff. +/-	% +/-	YTD 2023	YTD 2022	Diff. +/-	% +/-
Group A*	5	13	-8	-38%	32	36	-4	-11%
Group B**	86	101	15	-15%	268	281	-13	-5%
Reports***	131	107	24	22%	385	330	55	17%
Events****	1094	814	-280	34%	3231	2312	-919	40%

*Group A (previously referred to *Part I*) *Offenses* include homicide, criminal sexual assault, robbery, aggravated battery, burglary, theft, and motor vehicle theft.

**Group B (previously referred to *Part II*) *Offenses* include simple battery, assault, criminal trespass, disorderly conduct, and all other misdemeanor and traffic offenses.

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

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

Town Center

The Police Department responded to fifty-five (55) calls for service at the Town Center properties in March 2023; of those calls there were six (6) reported crimes, which included two (2) Retail Thefts, and four (4) Panhandler/Criminal Trespass incidents. There was an 12% increase in calls for service in comparison to year-to-date 2022 statistics. In addition, there was a 50% decrease in Criminal Activity in comparison to year-to-date 2022 statistics.

Collaboration and Relationship Strengthening

- Attended the West Suburban Chief's of Police Meeting on March 1, 2023.
- Participated and assisted with traffic control for the Village of Forest Park St. Patrick's Day Parade on March 4, 2023.
- Attended the Village Board Meeting on March 6, 2023.
- Department members attended MEGGITT Use of Force scenario-based training at the Department on March 7-14, 2023.
- Department Members worked with the Fire Department on gas mask fit testing during March 2023.
- Met with Fraternal Order of Police Lodge #46 Contract Negotiations Committee on March 27, 2023.
- Met with various vendors regarding service and equipment quotes for pricing in preparation for the FY 2024 budget.
- Officers continued their increased patrol and presence in areas of schools and special events throughout River Forest.
- Officers increased traffic enforcement efforts at locations based on data-driven response to accidents and community member requests.

School and Community Support

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

Community Service Officer Parking Enforcement Activity Summary for March 2023

March 2023	CSO BUS
VIOLATION TYPE	TICKETS
Time Limit	7
No Parking Anytime	12

Vehicle License	5
Fire Lane/Hydrant	2
Handicapped	0
Resident Only Zone	6
Permit Parking Only	9
Daily Parking Fee Zone	10
Expired Registration	0
Other Parking Offense	2
TOTAL	53

Community Service Officer (CSO) Unit Patrol Activity Summary for March 2023

ACTIVITY	CSO BUS
Bank/Metra	19 Assignments 3 Hrs.
Errands	7 Assignments 4.25 Hrs.
Local Ordinance Enforcement / Citations	2 Assignments 2 Citations
Parking Citations	53 Citations
Fingerprinting Assignments	0 Assignments 0 Hrs.
Administrative Duties	8 Assignments 8 Hrs.
Animal Calls	8 Assignments 2.8 Hrs.
Vehicle Service	22 Assignments 10 Hrs.
Crossings	3 Assignments 1.5 Hrs.
Bond Hearing / Court	10 Assignments 8 Hrs.
Other Assignments	25 Assignments 12 Hrs.
Adjudication / Red Light Hearing	1 Assignment 45 Mins.
Child Safety Seat Inspection/Install	0 Assignments 0 Hrs.
Other Calls for Service	19 Assignments 6.3 Hrs.

School Resource/Crime Prevention Officer Activity Summary for March 2023

Written Reports	5
Foot Patrols / Premise Checks	39
I-Search, ICAC and Too Good For Drugs Activities	1 Meetings 27 Lessons 33 Hours
Calls for Service	6 Calls
Other Assignments	65 Assignments 34 Hrs.
Special Assignments	55 Assignments 99 Hrs. (See Below)

School and Community-Support Activity Highlights for March 2023

Too Good For Drugs Lessons:

- 2 lessons on 3/03/2023.
- 1 lesson on 03/06/2023.
- 2 lessons on 03/17/2023.
- 1 lesson on 03/20/2023.
- 1 lesson on 03/21/2023.

ISEARCH Activities:

- 2 lessons on 03/08/2023.
- 5 lessons on 03/09/2023.
- Update ISEARCH presentations and create new presentations for 6th and 8th graders on 03/03/2023.
- Created Pre & Post tests for ISEARCH classes on 03/07/2023.
- Meeting to discuss new curriculum and tests on 03/08/2023.
- 4 lessons on 03/15/2023.
- 4 lessons on 03/16/2023.
- 5 lessons on 03/22/2023.

ICAC Presentations

- 5th grade presentation (18 students) on 03/27/2023.
- Parent presentation at St. Luke's (55 attendees) on 03/27/2023.

Ofc. Ransom completed the following:

- Fielded advice call from Har Zion Temple on 03/03/2023.
- Fielded advice call from Trinity High School on 03/03/2023.
- Assisted patrol with high service call volume on 03/03/2023.

- Provided security for St. Patrick's Day Parade on 03/04/2023.
- Created Kia Wheel Lock advertisement for village website on 03/07/2023.
- Assisted North Ave. businesses in looking for funding to fix graffiti damage on 03/07/2023.
- Attended Positive Youth Development Coalition meeting on 03/08/2023.
- Fielded advice call from St. Vincent Principal on 03/08/2023.
- Assisted Naperville P.D. with applying to ABLE program on 03/10/2023.
- Gave tour and safety program to O.P.R.F. CITE (Community-Integrated Transition Education) program participants on 03/10/2023.
- Fielded advice call from Mosaic Montessori on 03/10/2023.
- Fielded advice call from teacher at Grace Lutheran on 03/10/2023.
- Attended Meeting with Town Center property management on 03/13/2023.
- Completed Senior Services referral with report on 03/13/2023.
- Attended Arbor West Neighbors Asset Mapping event on 03/14/2023.
- Attended "Mass Attacks in Public Spaces" webinar on 03/14/2023.
- Attended M team meeting on 03/16/2023.
- Fielded advice call from RF Library on 03/16/2023.
- Assisted Elmwood Park P.D. with Kia Wheel locks logistics and advertising on 03/17/2023.
- Gave presentation to Cub Scouts on 03/22/2023.
- Fielded ICAC related advice call from parent on 03/23/2023.
- Closed ICAC investigation with report on 03/23/2023.
- Fielded advice call from Keystone Montessori on 03/24/2023.
- Fielded advice call from Dominican University on 03/24/2023.
- Attended meeting with Sheridan (800 Harlem) management on 03/24/2023.
- Officer Stress Management training on 03/24/2023.
- March Police Law Institute training on 03/24/2023.
- Attended meeting with township and OP Dept. of Public Health on 03/28/2023.
- Meeting with Promotional items vendor on 03/29/2023.
- Fielded advice call from parent on 03/29/2023.
- Conducted residential security survey on 03/30/2023.
- Assisted patrol with high call volume on 03/30/2023 (1 report completed).
- Attended ICAC training on 03/31/2023.

UPCOMING School and Community Support Activities for April 2023

Ofc. Ransom will:

- Continue Teaching ISEARCH.
- Attend "Identifying and Preventing School Shooters" training from 04/06/2023 – 04/07/2023.
- Attend Bola Wrap training on 04/10/2023.
- Attend CCRT Team meeting on 04/12/2023.
- Attend Opioid Task Force Meeting on 03/23/2023.
- Attend ICAC SRO meeting on 03/29/2023.
- Order a RF emergency ID bracelet for a new program participant.
- Continue investigation of open ICAC cases.
- Assist WEDGE task force as needed.
- M-Team meeting on 04/20/2023.

- Bike Exchange Event on 04/22/2023.
- Attend Geofence Warrant training on 04/26/2023.
- PYD meeting on 04/27/2023.
- Host Community Safety Meeting on 04/26/2023.

Sgt. Grill will:

- Assist with Adjudication hearings and manage caseload.
- Implement surveillance camera expansion project.
- Work on possible grant application opportunities.
- Plan special events and complete permit reviews and approvals.
- Manage movie and commercial film details, permits, and requests.
- Assist with Information Technology projects.
- Address subpoenas, FOIA requests and other records requests for various sources of police video used in police response and criminal investigations.
- Manage various grant activities and applications.
- Assist with Vehicle Maintenance and Equipment.
- Assist with Red Light Enforcement system.
- Support Crime Prevention Officer Ransom in his duties.
- Continue to support CSO Bus.

CSO Bus will:

- Monitor parking issues near the various schools.
- Assist with Child Safety Seat Installations
- Enforce any/all new regulated parking zones.
- Monitor crossing guard performance and presence.
- Monitor parking issues near the River Forest Community Center.
- Monitor and enforce parking regulations in Daily Fee, Time Zone, Resident Only Zones, and Handicapped Parking Only Areas etc.
- Assist with Court records communications.
- Assist with Animal Control.
- Administer traffic control services during Fire and Police related events.
- Continue to utilize the Automated License Plate Reader to increase efficiency and effectiveness of parking enforcement efforts in an effort to gain better community compliance.

Active Solicitor Permits		
Individual or Organization	Description	Expires
None	N/A	N/A

Budget and Fiscal Monitoring

March 1 – March 31, 2023

March is the eleventh month of Fiscal Year 2023. Due to COVID-19 executive orders and restrictions, some revenues continued to weaken at the beginning of FY 2023. Administrative Tow revenue exceeded monthly projections compared to FY2022. Overtime costs were above projected monthly averages due to staffing and training priorities. Parking Citation Revenues and Local Ordinance Revenues are below monthly expectations for FY 2023.

Revenue/Expenditure Summary

Category	Total # Paid FY23 3/23	Total # Paid FY23 Y-T-D	Expenditure/ Revenue FY23 3/23	FY23 Y-T-D Expenditure/Revenue
Parking/Compliance Citations	514	3,197	\$18,650	\$127,130
Admin. Tows	31	245	\$15,500	\$122,500
Local Ordinance	1	59	\$100	\$2,400
Overtime	205 hrs.	3,254 hrs.	\$12,683.76	\$197,585.22

Traffic Enforcement

The Midnight Shift focused enforcement efforts based on mapping data related to traffic accidents. The Dayshift was assigned traffic enforcement missions on Division Street, Lake Street, Madison Street, North Avenue, Thatcher Avenue, and Washington Boulevard. The Afternoon Shift conducted enforcement missions on Chicago Avenue, Division Street, Harlem Avenue, Lake Street, 7200 Lemoyne, Madison Street, North Avenue, Thatcher Avenue, and Washington Boulevard. The Traffic Unit conducted enforcement missions on Harlem Avenue, Lemoyne, and Thatcher.

The Midnight Shift made one hundred and fifty-six (156) stops, issued one hundred and nineteen (119) citations, and made one (1) DUI arrest and five (5) traffic arrests. Seven (7) vehicles were administratively towed.

The Dayshift made one hundred and forty-eight (148) stops with one hundred and twenty-two (122) citations and sixty-six (66) warnings issued during Traffic Enforcement Missions. The shift also recorded seventeen (17) traffic-related arrest during enforcement missions. Eleven (11) vehicles were administratively towed.

The Afternoon shift made one hundred and nine (109) stops with ninety-nine (99) citations and thirty-five (35) warnings issued during Traffic Enforcement Missions. The shift recorded eleven (11) traffic-related arrests and six (6) administrative tows.

The Traffic Unit made six (6) stops with seven (7) citations and one (1) warning during Traffic Enforcement Missions. The Traffic Unit recorded one (1) traffic-related arrests.

Patrol Shifts-Significant Incidents and Notable Arrests:

23-00270 Delivery of Controlled Substance/Driving Under the Influence

On March 3, 2023 around 1:27PM, River Forest units were dispatched to North Avenue and Harlem Avenue for an accident with injuries. Officers arrived and assisted with rendering aid to the at fault driver, a 28 year old woman from Chicago, who had collided head on with another vehicle at a low speed. The River Forest Fire Department arrived on scene and treated the driver from an apparent overdose. Officers located a bag that had fallen out of the vehicle. The bag contained a large amount of heroin and fentanyl. A search of the vehicle produced multiple large bags containing narcotics. In total, over 5,000 grams of narcotics were recovered, that tested positive for heroin/fentanyl. The driver was arrested and charged with Driving Under the Influence, Unlawful Delivery of a Controlled Substance and Unlawful Possession of Controlled Substance. The offender was transported to the Maybrook courthouse to attend bond hearing.

23-00274 Driving While License Suspended

On March 6, 2023 around 12:33AM, a River Forest officer conducting traffic enforcement near North Avenue and Harlem Avenue observed a vehicle driving on North Avenue with only one working headlight and expired registration plates. The vehicle was stopped and the driver, a 28 year old male from Chicago, was found to be driving with a suspended license. The driver also could not provide proof of insurance for the vehicle. The driver was arrested for driving with no valid driver's license, processed, and later released on bond. The vehicle was towed with an administrative hold.

23-00285 Driving Under the Influence

On March 8, 2023 around 2:39AM, a River Forest officer on general patrol near North Avenue and Park observed a vehicle driving 54mph on North Avenue where the speed limit is 30mph and weaving in its lane. The vehicle was stopped and the driver, a 34 year old male from Chicago, exhibited numerous signs of alcohol impairment, failed Standardized Field Sobriety Tests, and was arrested for DUI. The driver also could not provide proof of insurance for the vehicle. The driver provided a BrAC sample of 0.131, was processed and later released on bond. The vehicle was towed with an administrative hold.

22-00312 Driving While License Suspended

On March 14, 2023 around 12:04AM, a River Forest officer on general patrol near Lake Street and Harlem Avenue observed a vehicle wanted by Steger Police Department for Fleeing and Eluding. The vehicle was stopped and the driver, a 27 year old male from Chicago, was found to be driving despite never having been issued a license. The driver also had suspended driving record, with six suspensions for mandatory insurance violations and failing to appear in court after a previous violation. The driver also could not provide proof of insurance for the vehicle. The driver was arrested for Driving While License Suspended, processed, and later released on bond. The vehicle was towed with an administrative hold.

23-00322 Unlawful Use of Weapon/Battery

On March 15, 2023 at 2:48PM, River Forest units were dispatched to 7600 Madison Street for the subject with a gun. Officers arrived on the scene and located the victim. The victim indicated he was giving a ride to his relative, and his relative became upset. The relative then struck him in the head with a handgun. The victim parked his vehicle at 7600 Madison Street and ran inside the business. The offender also fled the scene on foot and was located a short distance away in the alley covered in the victim's blood. The offender, a 31 year old male from Elmwood Park, was identified and arrested for battery. The offender's handgun was located inside

the victim's vehicle. The victim was transported to the hospital for treatment and received multiple stitches. The offender was charged with aggravated unlawful use of weapon and battery. The offender was given a felony court date and was transported to the Maybrook courthouse for a bond hearing.

23-00325 Aggravated Driving Under the Influence

On March 17, 2023 around 2:18AM, a River Forest officer on patrol near Lake Street and Thatcher observed a vehicle driving 47mph on Lake Street where the speed limit is 30mph and weaving in its lane. The vehicle was stopped and the driver, a 48 year old male from Chicago, exhibited numerous signs of alcohol impairment, failed Standardized Field Sobriety Tests, and was arrested for DUI. The driver was despite never having been issued a driver's license and could not provide proof of insurance for the vehicle. The driver was arrested, charged with Aggravated Driving Under the Influence, processed, and later transported to a bond hearing at the Maybrook Courthouse. The vehicle was towed with an administrative hold.

23-00329 Aggravated Driving Under the Influence

On March 17, 2023 at 6:02PM, River Forest units were dispatched to 7201 North Avenue for the unresponsive motorist parked at the gas pump. The responding officer woke-up the driver, a 51-year-old male from Chicago. The responding officer determined the driver drove to the location prior to falling asleep at the gas pump and was under the influence of alcohol. The driver failed field sobriety tests and was arrested for driving under the influence of alcohol. The driver was transported to the station for processing and refused to provide a breath sample. The driver did not possess a valid driver's license and was charged with aggravated driving under the influence of alcohol. The driver was given a felony court date and transported to the Maybrook courthouse for a bond hearing.

23-00333 Driving While License Suspended/Aggravated Speeding

On March 19, 2023 around 12:12AM, a River Forest officer on patrol near Harlem Avenue and Augusta observed a vehicle driving 65mph on Harlem Avenue where the speed limit is 30mph. The vehicle was stopped and the driver, a 20 year old male from Chicago, was driving with a suspended license; suspended for failing to appear in court after a previous violation. The driver was arrested for Driving While License Suspended and Aggravated Speeding, processed, and later released on bond. The vehicle was towed with an administrative hold.

23-00338 No Valid Driver's License

On March 20, 2023 around 11:59PM a River Forest officer conducting traffic enforcement near North Avenue and Lathrop observed a vehicle driving on North Avenue with expired registration. The vehicle was stopped and the driver, a 23 year old male from Chicago, was found to be driving despite never having been issued a license. The was arrested for No Valid Driver's License, processed, and later released on bond. The vehicle was towed with an administrative hold placed.

23-00343 Aggravated Driving Under the Influence

On March 22, 2023 around 1:44AM, a River Forest officer on patrol near Harlem Avenue and Central observed a vehicle that had been involved in an accident. The driver, a 44 year old male from Chicago, was located nearby and exhibited numerous signs of alcohol impairment. The driver was driving despite never having been issued a driver's license and had several different driving records suspended for several prior DUIs. The driver also could not provide proof of insurance for the vehicle. The driver was arrested, charged with

Aggravated Driving Under the Influence, processed and later transported to a bond hearing at the Maybrook Courthouse. The vehicle was towed with an administrative hold placed.

23-00361 No Valid Driver's License/Resisting a Peace Officer

On March 30, 2023 around 10:00AM, a River Forest officer observed a LPR (License Plate Reader) hit from the LPR located at North Avenue and Harlem Avenue. The hit indicated the vehicle had suspended registration. The officer confirmed the information with the Secretary of State database and observed the vehicle traveling down Harlem Avenue. The officer initiated a traffic stop near Harlem Avenue and Augusta. It was determined the driver, a 22 year old woman from Chicago, did not have a valid driver's license. The officer had the driver step out of the vehicle and began placing handcuffs on her. The driver became irate and attempted to defeat the arrest by pulling her arms and body away from the officer. The offender was secured and transported to the station. The offender was later charged with No Valid Driver's License, Resisting/Obstructing a Peace Officer and other traffic violations. The offender was released on bond.

23-00362 Retail Theft/Criminal Trespass

On March 25th, 2023 at 6:30PM, River Forest units were dispatched to the retail theft in-progress at DSW located at 7321 Lake St. River Forest officers located a subject matching the described retail theft offender at 7251 Lake St. The subject, a 46 year old male Maywood resident, was positively identified as the retail theft offender and the stolen shoes valued at \$59.99 were returned to DSW. The offender was arrested for retail theft and criminal trespass to real property due to receiving a previous written criminal trespass warning. The offender was transported to the station for processing, given a misdemeanor court date, and released on bond.

23-00368 Aggravated Driving While License Revoked

On March 27, 2023 at 5:33PM, a River Forest officer conducted a traffic stop for a vehicle speeding in the 8000 block of Madison Street. The driver, a 29 year old male from Chicago, was determined to have a revoked driver's license for driving under the influence of alcohol. The driver was arrested and transported to the station for processing. The driver was charged with Aggravated Driving While License Revoked, given a felony court date, and transported to the Maybrook courthouse for a bond hearing.

Tactical/Traffic Unit-Significant Incidents and Notable Arrests:

23-00280 Fugitive Warrant

On March 7, 2023 at 1:34PM, River Forest units were dispatched to 7971 Lake Street for a disturbance. The business owner indicated he allowed the subject to use his cellular telephone and the subject refused to return the cellular telephone. The business owner indicated the cellular telephone was eventually returned, but the business owner requested the subject be given a criminal trespass warning. The subject, a 31 year old male from Milwaukee, was located and arrested for a Milwaukee fugitive warrant for aggravated battery. The subject was processed and transported to the Maybrook courthouse fugitive warrant division.

23-00297 Outside Agency Arrest Warrant

On March 10, 2023 at 4:07PM, a River Forest officer was dispatched to a car accident located at 7400 Augusta Boulevard. The responding officer conducted a thorough accident investigation and determined one of the drivers had an outstanding Chicago arrest warrant for harassing communications. The driver, a 28 year old male from Maywood, was arrested and transported to the station. The subject was unable to post bond and was extradited by the Chicago Police Department.

23-00297

Outside Agency Arrest Warrant

On March 24, 2023 at 5: 57PM, River Forest units were dispatched to 7525 Lake Street for the Retail Theft in-progress. The responding officers located subjects matching the offenders' descriptions in the 7500 block of Central Avenue. The Jewel employee positively identified the subjects as the offenders but did not want to sign complaints. The Jewel employee requested the offenders return the merchandise and be given a criminal trespass warning. One of the offenders was released with a written criminal trespass warning and the second offender, a 35 year old female from Chicago, was determined to have a Chicago arrest warrant for Possession of a Controlled Substance. The subject was arrested for the outstanding warrant and transported to the station for processing. The subject was unable to post bond and was transported to the Maybrook courthouse for a bond hearing (Chicago PD was unable to extradite).

23-00372

Driving Under the Influence of Alcohol/Obstructing a Police Officer

On March 28, 2023 at 5:54PM, a River Forest officer observed the occupants of a vehicle not wearing seatbelts in the 7800 block of Washington Boulevard. The officer also observed the occupants drinking alcoholic beverages. The officer conducted a traffic stop at 7323 Randolph Street and determined the driver and both passengers to be under the influence of alcohol. The driver, a 33 year old male from Maywood, failed field sobriety tests and was arrested for Driving Under the Influence of alcohol. The passenger, a 39 year old female from Maywood, was cited for not wearing a seatbelt and open alcohol. The other passenger, a 33 year old female from Chicago, refused to follow commands and was arrested for obstructing a police officer. The driver and passenger were transported to the station for processing. The driver was charged with misdemeanor Obstructing for providing a false name, misdemeanor Driving Under the Influence of alcohol, misdemeanor Driving with a Suspended driver's License and an outstanding Schiller Park warrant for Domestic Battery. The passenger was charged with misdemeanor Obstruction, issued citations, and released on bond. The driver was unable to post bond and was transported to the Maybrook courthouse for a bond hearing.

23-00374

Hit & Run/Damaging Government Property

On March 30, 2023 at 12:15 PM, a River Forest officer observed a speeding vehicle traveling on a rim cause an accident in the 7200 block of North Avenue in Oak Park. The officer attempted to conduct an accident investigation and parked in a location to protect the occupants involved in the car accident. The officer exited the squad and observed the driver placed the offending vehicle in reverse. The offending vehicle crashed into the squad and fled the scene eastbound on North Avenue. The vehicle was eventually disabled when it struck two parked vehicles in the 7100 block of North Avenue. The driver fled the disabled vehicle on foot and was apprehended immediately. The juvenile offender was taken into custody and charged with Possession of Stolen Motor Vehicle, Criminal Damage to government property, Aggravated Fleeing and Eluding, Obstructing a Police Officer and various Illinois Vehicle Code violations. The juvenile was transported to the Juvenile Detention Center located at 1100 S. Hamilton Avenue in Chicago.

The following chart summarizes and compares the measured activity for all three patrol watches during the month of March 2023:

	Midnights 2230-0630	Day Watch 0630-1430	Third Watch 1430-2230	Traffic & Tactical Unit
Criminal Arrests	4	4	3	2
Warrant Arrests	3	2	0	3
D.U.I Arrests	1	0	1	1
Misdemeanor Traffic Arrests	5	17	13	4
Hazardous Moving Violations	70	112	88	41
Compliance Citations	49	44	48	10
Parking Citations	324	8	10	0
Traffic Stop Data Sheets	156	192	145	38
Quasi-Criminal Arrests/ L.O	0	4	7	3
Field Interviews	1	2	5	5
Premise Checks/Foot Patrols	774	314	236	11
Written Reports	35	53	56	28
Administrative Tows	7	11	8	2
Booted vehicles	1	1	1	0
Sick Time used (in days)	5	3	3	0

Detective Division

Detective Sergeant Labriola worked twenty (20) days performing detective duties.

Detective Zermeno worked nineteen (19) days performing detective duties.

Detective Sergeant Labriola attended WESTAF training for one day.

Detective Sergeant Labriola was activated as a supervisor for WESTAF in response to a homicide in Berwyn.

Detective Zermeno completed two days of VORTEX II training.

Detective Sergeant Labriola and Detective Zermeno completed annual MEGGITT training.

Detective Sergeant Labriola and Detective Zermeno were assigned to the WEDGE Task Force for two days.

Detective Sergeant Labriola completed the pre-employment background check for two firefighter candidates on behalf of the Board of Fire and Police Commissioners.

During the month of March, the Detective Unit completed numerous online mandated continuous educational courses.

During the month of March, the Detective Unit opened up/reviewed nine (9) cases for potential follow-up. Of those cases, one (2) were cleared by an arrest, two (2) were exceptionally cleared, and five (5) are pending. The Unit also continued to investigate open cases from previous months, as well as assisted the Patrol Division in cases reported in the month of March.

Year to Date Arrest Statistics

Quantity Arrested	# Felony Charges	# Misdemeanor Charges	# Warrants
7	8	4	0

March 2023 Case Assignment Summary

Part I	# Cases	Cleared by Arrest	Adm Closed	Screen Out	Susp	Except	Pend	Refer	Unfound
Manufacture & Delivery	1	1							
Residential Burglary	1						1		
Battery	1					1			
Burglary from Motor Vehicle	1						1		
Unlawful use of Weapon	1	1							
Part I Total	5	2	0	0	0	1	2	0	0
Part II	# Cases	Cleared by Arrest	Adm Closed	Screen Out	Susp	Except Clear	Pend	Refer	Unfound
Fleeing and Eluding	2						2		
Death Investigation	1						1		
Hit & Run	1					1			
Part II Total	4	0	0	0	0	1	3	0	0
TOTALS	9	2	0	0	0	2	5	0	0

March 2023 Juvenile Arrests

Offenses	Adjusted	Cited	Petitioned	Referred
Possession of a Stolen Motor Vehicle			1	
Total (1)	0	0	1	0

New Investigations

23-00245 Death Investigation

On February 27, 2023 at 7:54AM, a River Forest Officer responded to Midwest Express Clinic located at 7343 Lake Street for a person who was unresponsive and not breathing outside of the clinic. River Forest paramedics treated the 51 year old male subject from Alsip and transported him to Rush Oak Park Hospital, where he was later pronounced deceased. The male was transported to the Cook County Medical Examiner's Office, and a baggie with a white powdery substance was located in his pocket. This case is pending a report from the autopsy from the Cook County Medical Examiner's Office.

23-00249 Fleeing & Eluding

On February 27, 2023, at 10:07PM, a River Forest Officer stopped a vehicle in the 7400 block of Chicago Avenue after the vehicle committed a traffic violation. The officer determined that the driver, a 25 year old female, did not have a valid driver's license or valid insurance. When the driver was asked to step out of the vehicle, she

locked the doors and sped off. The driver has been identified, and investigators are currently seeking to locate her. This case is still active.

23-00259 Hit & Run

On March 1, 2023, at 6:08PM, a River Forest Officer responded to Harlem Avenue and Quick in reference to a hit and run report. The victim related that the offending vehicle ran a red light and struck her vehicle before leaving the scene. However, the victim obtained a license plate for the offending vehicle. Investigators located the vehicle, and it was towed with an administrative hold. This case is exceptionally cleared.

23-00271 Residential Burglary

On March 3, 2023, at 8:02PM, River Forest Officers responded to a residence in the 900 block of Park Avenue in reference to a Residential Burglary report. The neighbor of the burglarized residence contacted police when she observed 4 subjects run from the residence, knowing that the homeowners were out of town. It was determined that the offenders forced open the front door, and removed multiple firearms, jewelry, and checks. This case is pending results from the Illinois State Police Forensic Science Center at Chicago.

23-00290 Battery

On March 8, 2023, at 6:49PM, a River Forest Police Officer responded to Dominican University located at 7900 Division in reference to a Battery report. The victim advised that she is a basketball player for Triton College and but lives at Dominican University. Her and her teammate who also lives at Dominican University were involved in a physical altercation where the victim punched and strangled the victim. The victim declined to sign a complaint and have the teammate arrested. This case was exceptionally cleared.

23-00340 Burglary to Motor Vehicle

On March 21, 2023, at 1:29PM, River Forest Officers responded to the 900 block of Jackson for a Burglary to Motor Vehicle that just occurred. The victim provided a partial license plate for the offending vehicle and investigators were able to obtain the full license plate from license plate readers (LPR's). Investigators located the vehicle, and it was towed. The victim's credit cards were taken during the burglary and used at a retail store. One of the offenders has been positively identified and investigators are seeking to place her into custody. This case is still active.

23-00322 Aggravated Unlawful Use of a Weapon

On March 15, 2023, at 2:48PM, River Forest Officers responded to the 7600 block of Madison for a Battery report where the victim was struck in the head with a firearm. Investigators responded to the area and observed a 31 year old male running from the scene. The male subject was detained and positively identified. A firearm was recovered from the vehicle he and the victim were riding in. The male offender was charged with Aggravated Unlawful Use of a Weapon and Battery.

23-00366 Fleeing & Eluding

On March 27, 2023, at 12:43AM a River Forest Officer attempted to stop a vehicle in the 1400 block of Harlem Avenue after the vehicle committed an Illinois Vehicle Code Violation. The vehicle fled from the attempted stop. The officer did not pursue but was able to obtain a license plate. Investigators have searched for the vehicle with negative results and this case is still active.

Training

During the month of March 2023, thirty-two (32) officers/civilian employees attended different training classes for a total of three hundred and ninety-two (392) hours of training. The Department members, courses, and total number of hours included in the courses are detailed below.

Officer	Course	Start	End	Hours
Barcnas	MEGGITT	3/7/2023	3/14/2023	1
Barcnas	PLI March 2023 Monthly Legal Update	3/1/2023	4/30/2023	1
Barcnas	Hazmat	2/1/2023	3/8/2023	1
Barcnas	Blood Borne Pathogens	2/1/2023	3/8/2023	1
Barcnas	PLI February 2023 Monthly Legal Update	2/1/2023	3/31/2023	1
Bradley	MEGGITT	3/7/2023	3/14/2023	1
Bradley	Hazmat	2/1/2023	3/8/2023	1
Bradley	Blood Borne Pathogens	2/1/2023	3/8/2023	1
Bradley	PLI February 2023 Monthly Legal Update	2/1/2023	3/31/2023	1
Bus	Hazmat	2/1/2023	3/8/2023	1
Bus	Blood Borne Pathogens	2/1/2023	3/8/2023	1
Bus	Animal and Rabies Control	3/8/2023	3/8/2023	7
Casarez	MEGGITT	3/7/2023	3/14/2023	1
Casarez	PLI March 2023 Monthly Legal Update	3/1/2023	4/30/2023	1
Casarez	Hazmat	2/1/2023	3/8/2023	1
Casarez	Blood Borne Pathogens	2/1/2023	3/8/2023	1
Casarez	PLI February 2023 Monthly Legal Update	2/1/2023	3/31/2023	1
Casey	MEGGITT	3/7/2023	3/14/2023	1
Casey	Hazmat	2/1/2023	3/8/2023	1
Casey	Blood Borne Pathogens	2/1/2023	3/8/2023	1
Casey	PLI February 2023 Monthly Legal Update	2/1/2023	3/31/2023	1
Cassidy	Rapid Deployment Instructor	3/6/2023	3/10/2023	40
Cassidy	MEGGITT	3/7/2023	3/14/2023	1
Cassidy	The Gap-Free Narrative for Supervisors	3/24/2023	3/24/2023	8
Cassidy	Hazmat	2/1/2023	3/8/2023	1
Cassidy	Blood Borne Pathogens	2/1/2023	3/8/2023	1
Cassidy	PLI February 2023 Monthly Legal Update	2/1/2023	3/31/2023	1
Catalano	Offset's Gap-Free Narrative Report Writing	3/6/2023	3/6/2023	8
Catalano	MEGGITT	3/7/2023	3/14/2023	1
Catalano	Hazmat	2/1/2023	3/8/2023	1
Catalano	Blood Borne Pathogens	2/1/2023	3/8/2023	1
Catalano	PLI February 2023 Monthly Legal Update	2/1/2023	3/31/2023	1
Coleman	Offset's Gap-Free Narrative Report Writing	3/6/2023	3/6/2023	8
Coleman	MEGGITT	3/7/2023	3/14/2023	1

Officer	Course	Start	End	Hours
Coleman	PLI March 2023 Monthly Legal Update	3/1/2023	4/30/2023	1
Coleman	Hazmat	2/1/2023	3/8/2023	1
Coleman	Blood Borne Pathogens	2/1/2023	3/8/2023	1
Coleman	PLI February 2023 Monthly Legal Update	2/1/2023	3/31/2023	1
Coleman	The Fatal 10 Factors of Law Enforcement	3/9/2023	3/9/2023	4
Cortes	MEGGITT	3/7/2023	3/14/2023	1
Cortes	PLI March 2023 Monthly Legal Update	3/1/2023	4/30/2023	1
Cortes	Hazmat	2/1/2023	3/8/2023	1
Cortes	Blood Borne Pathogens	2/1/2023	3/8/2023	1
Cortes	PLI February 2023 Monthly Legal Update	2/1/2023	3/31/2023	1
Czernik	MEGGITT	3/7/2023	3/14/2023	1
Czernik	Hazmat	2/1/2023	3/8/2023	1
Czernik	Blood Borne Pathogens	2/1/2023	3/8/2023	1
Czernik	PLI February 2023 Monthly Legal Update	2/1/2023	3/31/2023	1
Dosen	Financial Wellness	3/15/2023	3/15/2023	8
Dosen	Hazmat	2/1/2023	3/8/2023	1
Dosen	Blood Borne Pathogens	2/1/2023	3/8/2023	1
Dosen	PLI February 2023 Monthly Legal Update	2/1/2023	3/31/2023	1
Drake	Crisis Intervention Training-40hrs	3/27/2023	3/31/2023	40
Drake	MEGGITT	3/7/2023	3/14/2023	1
Drake	PLI March 2023 Monthly Legal Update	3/1/2023	4/30/2023	1
Drake	PLI February 2023 Monthly Legal Update	2/1/2023	3/31/2023	1
Drake	Hazmat	2/1/2023	3/8/2023	1
Drake	Blood Borne Pathogens	2/1/2023	3/8/2023	1
Fries	MEGGITT	3/7/2023	3/14/2023	1
Fries	PLI March 2023 Monthly Legal Update	3/1/2023	4/30/2023	1
Fries	Hazmat	2/1/2023	3/8/2023	1
Fries	Blood Borne Pathogens	2/1/2023	3/8/2023	1
Fries	PLI February 2023 Monthly Legal Update	2/1/2023	3/31/2023	1
Gonzalez	Advanced SFST and DWI Detection	3/31/2023	3/31/2023	8
Gonzalez	Hazmat	2/1/2023	3/8/2023	1
Gonzalez	Blood Borne Pathogens	2/1/2023	3/8/2023	1
Gonzalez	PLI February 2023 Monthly Legal Update	2/1/2023	3/31/2023	1
Green	40 Hour Juvenile Specialist Skills	3/27/2023	3/31/2023	40
Green	Close Quarter Handgun Skills-1	3/14/2023	3/15/2023	16
Green	MEGGITT	3/7/2023	3/14/2023	1
Green	Hazmat	2/1/2023	3/8/2023	1
Green	Blood Borne Pathogens	2/1/2023	3/8/2023	1
Green	PLI February 2023 Monthly Legal Update	2/1/2023	3/31/2023	1

Officer	Course	Start	End	Hours
Grill	MEGGITT	3/7/2023	3/14/2023	1
Grill	PLI March 2023 Monthly Legal Update	3/1/2023	4/30/2023	1
Grill	Hazmat	2/1/2023	3/8/2023	1
Grill	Blood Borne Pathogens	2/1/2023	3/8/2023	1
Grill	PLI February 2023 Monthly Legal Update	2/1/2023	3/31/2023	1
Heneghan	MEGGITT	3/7/2023	3/14/2023	1
Heneghan	PLI March 2023 Monthly Legal Update	3/1/2023	4/30/2023	1
Heneghan	Hazmat	2/1/2023	3/8/2023	1
Heneghan	Blood Borne Pathogens	2/1/2023	3/8/2023	1
Heneghan	PLI February 2023 Monthly Legal Update	2/1/2023	3/31/2023	1
Heneghan	Using Cellular Records to Solve Crimes	3/8/2023	3/8/2023	1.5
Heneghan	VORTEX II: Vehicle Operations and Rescue	3/21/2023	3/22/2023	16
Humphreys	PLI March 2023 Monthly Legal Update	3/1/2023	4/30/2023	1
Humphreys	Hazmat	2/1/2023	3/8/2023	1
Humphreys	Blood Borne Pathogens	2/1/2023	3/8/2023	1
Humphreys	PLI February 2023 Monthly Legal Update	2/1/2023	3/31/2023	1
Humphreys	Using Cellular Records to Solve Crimes	3/8/2023	3/8/2023	1.5
Labriola	MEGGITT	3/7/2023	3/14/2023	1
Labriola	PLI March 2023 Monthly Legal Update	3/1/2023	4/30/2023	1
Labriola	Hazmat	2/1/2023	3/8/2023	1
Labriola	Blood Borne Pathogens	2/1/2023	3/8/2023	1
Labriola	PLI February 2023 Monthly Legal Update	2/1/2023	3/31/2023	1
Labriola	Using Cellular Records to Solve Crimes	3/8/2023	3/8/2023	1.5
Landini	Hazmat	2/1/2023	3/8/2023	1
Landini	Blood Borne Pathogens	2/1/2023	3/8/2023	1
Landini	PLI February 2023 Monthly Legal Update	2/1/2023	3/31/2023	1
Lenz	MEGGITT	3/7/2023	3/14/2023	1
Lenz	PLI March 2023 Monthly Legal Update	3/1/2023	4/30/2023	1
Lenz	Hazmat	2/1/2023	3/8/2023	1
Lenz	Blood Borne Pathogens	2/1/2023	3/8/2023	1
Lenz	PLI February 2023 Monthly Legal Update	2/1/2023	3/31/2023	1
Mika	Building Entry and Control Tactics	3/7/2023	3/8/2023	16
Mika	MEGGITT	3/7/2023	3/14/2023	1
Mika	Hazmat	2/1/2023	3/8/2023	1
Mika	Blood Borne Pathogens	2/1/2023	3/8/2023	1
Mika	The Fatal 10 Factors of Law Enforcement	3/9/2023	3/9/2023	4
Murillo	MEGGITT	3/7/2023	3/14/2023	1
Murillo	Hazmat	2/1/2023	3/8/2023	1
Murillo	Blood Borne Pathogens	2/1/2023	3/8/2023	1

Officer	Course	Start	End	Hours
Murillo	PLI February 2023 Monthly Legal Update	2/1/2023	3/31/2023	1
Niemann	Advanced Solo Officer School Threat	3/24/2023	3/24/2023	8
Niemann	MEGGITT	3/7/2023	3/14/2023	1
Niemann	PLI March 2023 Monthly Legal Update	3/1/2023	4/30/2023	1
Niemann	Hazmat	2/1/2023	3/8/2023	1
Niemann	Blood Borne Pathogens	2/1/2023	3/8/2023	1
Niemann	PLI February 2023 Monthly Legal Update	2/1/2023	3/31/2023	1
O'Shea	MEGGITT	3/7/2023	3/14/2023	1
Petrulis	NIBRS	3/2/2023	3/2/2023	2
Pisciotta	Hazmat	2/1/2023	3/8/2023	1
Pisciotta	Blood Borne Pathogens	2/1/2023	3/8/2023	1
Ransom	MEGGITT	3/7/2023	3/14/2023	1
Ransom	Hazmat	2/1/2023	3/8/2023	1
Ransom	Blood Borne Pathogens	2/1/2023	3/8/2023	1
Ransom	PLI February 2023 Monthly Legal Update	2/1/2023	3/31/2023	1
Ransom	Mass Attacks in Public Spaces: 2016-2020	3/14/2023	3/14/2023	3
Ransom	Emergency Management-School Preparedness	3/3/2023	3/3/2023	7
Schrader	MEGGITT	3/7/2023	3/14/2023	1
Schrader	PLI March 2023 Monthly Legal Update	3/1/2023	4/30/2023	1
Schrader	Hazmat	2/1/2023	3/8/2023	1
Schrader	Blood Borne Pathogens	2/1/2023	3/8/2023	1
Schrader	PLI February 2023 Monthly Legal Update	2/1/2023	3/31/2023	1
Swierczynski	MEGGITT	3/7/2023	3/14/2023	1
Swierczynski	Hazmat	2/1/2023	3/8/2023	1
Swierczynski	Blood Borne Pathogens	2/1/2023	3/8/2023	1
Swierczynski	PLI February 2023 Monthly Legal Update	2/1/2023	3/31/2023	1
Tagle	MEGGITT	3/7/2023	3/14/2023	1
Tagle	PLI March 2023 Monthly Legal Update	3/1/2023	4/30/2023	1

RIVER FOREST FIRE DEPARTMENT



MONTHLY REPORT

MARCH 2023



MEMORANDUM

TO: Matt Walsh
Interim Village Administrator

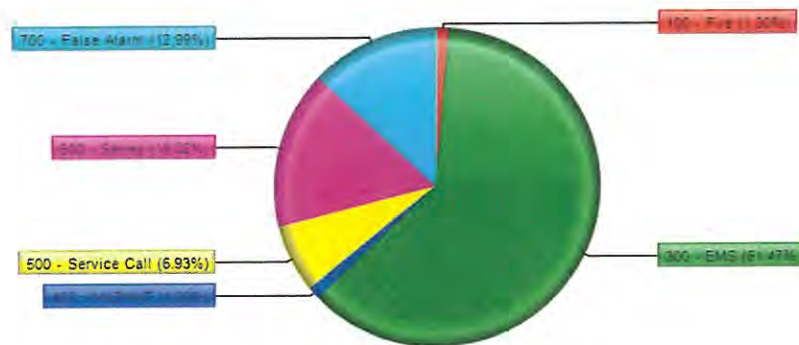
FROM: Thomas Gaertner
Thomas Gaertner
Fire Chief

DATE: April 5, 2023

SUBJECT: Monthly Report – March 2023

The Fire Department responded to 231 calls during the month of March. This is above our average number of calls in comparison to March 2022 where we had 190 calls. Emergency Medical Service calls represent 61.47% of our response activity for the month of March.

Incident Type Group	March 2023
100 - Fire	3
300 - EMS	142
400 - Hazardous Conditions	3
500 - Service Call	16
600 - Good Intent	37
700 - False Alarms	30
Monthly Total	231



Chief Gaertner Report

- Attended monthly RFFD Officers meeting.
- Attended the Metropolitan Fire Chiefs Association Spring Symposium.
- Attended a meeting with Braniff Communications about the Outdoor Warning Siren.
- Attended the monthly Statewide Terrorism & Intelligence Center (STIC) webinar.
- Attended the monthly MABAS Division 11 Fire Chiefs Meeting.
- Attended the monthly Metro Chiefs Executive Board Meeting.
- Attended a meeting with Zoll Medical Products about Zoll One Program.
- Attended a webinar on Lithium-Ion Battery Fires.
- RFFD hosted two days of Fire Investigator Training for MABAS Division 11.
- RFFD attended the Ribbon Cutting Ceremony for Concordia University's new Nursing Program. (Photos Attached)

FIRE PREVENTION BUREAU**Fire Marshal Kevin Wiley**

March started off with Daylight Saving where we encouraged all residents to change their clocks as well as change/check their smoke alarms. With the new Smoke Alarm Act that went into effect January 1, 2023, we ramped up our messages in multiple public education formats to get the word out about replacing older alarms with new, 10-year sealed battery alarms. We also got messages out that we have a Smoke Alarm Recycle bin that is located on the 2nd floor of Village Hall. As of this month, the bin is approximately half filled.

Coming off a busy month of February where I inspected all buildings at the Dominican University campus, in March I performed all first-round inspections of Concordia University. Reinspection's of those buildings will be done in April. The Bureau and the Shifts did 42 Inspections and 14 re-inspections in March.

The 46th annual Fire and Life Safety Conference was held over four days in East Peoria, IL. The conference started with a pre-conference training session featuring tricks, tips and ideas to step up our fire and life safety training classes. The next three days were a combination of breakout sessions on fire and life safety issues as well as code related topics. Sessions included updates from various departments within the Office of the State Fire Marshal, to a large discussion on how to prepare for the ever-increasing fire risk problem caused by lithium-ion batteries. All in all, an excellent conference. I was able to attend over 22 hours of public education and code related training sessions.

The last item in my monthly report is a summary of activities that do not fit in any other category such as, hydrant flows for sprinkler companies, servicing a Knox Box, public education flyers,

and picking up and/or dropping off vehicles for service among others. These activities may not be difficult but do take up time that I like to account for.

Miscellaneous activities of note for March:

- Code Review issues to update my Inspection Class for all shifts
- Gathering of material for the Pub Ed events
- Weekly FPB Paperwork to Laserfiche/LAMA
- After conference paperwork
- I came in 2nd place in the Village Hall Irish Soda Bread Bake-off



RIVER FOREST FIRE DEPARTMENT
FIRE PREVENTION BUREAU
MONTHLY REPORT
March 2023

MONTHLY ACTIVITIES	MONTHLY TOTALS		YTD-YEAR TO DATE	
	Feb-22	Mar-23	2022	2023
**FPB Inspections	23	23	27	51
**Company Inspections	19	17	44	60
FPB Re-Inspections	3	9	3	14
Company Re-Inspections	8	5	39	23
Special Inquiry - B/L Site Inspections	3	0	2	0
Construction Inspections (Rough/Finals)	1	4	3	8
Inspections with Building Department	0	0	2	0
Inspections with/for State Fire Marshal	0	0	1	0
Permit Inspections (tent, hot work, UST)	2	0	0	0
TOTAL INSPECTIONS	59	58	121	156
School/Business Emergency Plans/Drills	0	0	0	2
Violation Notices Issued	33	31	40	63
Violations Noted	48	72	80	167
Violations Corrected	15	26	35	54
Permits Issued	2	0	0	0
**Complaints Received & Investigated	0	0	0	0
Meetings/Consultations	14	4	22	20
Training Activities	12	13	1	15
Fire Suppression/Alarm System Tests/Finals	0	0	0	5
Fire Suppression Hydro's	0	1	0	3
**Plan Reviews and Revisions	8	7	16	13
**Average turn around (Business Days)	2.25 days	7 days	11.25 Days	3.7 days
Public Education Programs	0	2	2	10
Public Education Program Contacts	0	10	18	142
Misc Fire Prev Activities (See Narrative)	8	7	6	21

** Performance Measures for the Chief

Kevin Wiley Fire Marshal

Individual Shift Reports

Gold Shift Report Lt. Howe

Activities: For the month of March the Gold Shift had a total of 72 calls. 28 of the calls were fire related, 39 involved emergency medical services and there were 5 service calls.

Incidents/Events of Note: On March 24, Engine 213 responded to a MABAS Box Alarm at 7848 26th in North Riverside for a structure fire. Gold shifts crew conducted a search of the building and reunited residents with pets found during the search.

Training: Gold shift had 128 hours of training this month, for an average of 21.3 hours per firefighter. Our monthly fire training included trauma care, care and maintenance of equipment, new SCBA compressor training, and Loyola EMS Continuing Education.

Inspections: 12 In-Company fire inspections were completed in February.

Black Shift Report: Lt. Bochenek

Activities: Black Shift had a total of 84 calls. 26 were fire related, 52 were EMS calls, 6 service calls.

Incidents/Events of Note: 213 responded to a fire in Oak Park. 213 performed search and then performed overhaul. No injuries to report.

Shift Training: Black shift had 176 hours of fire related training this month and 59 hours of EMS training for a total of 235.75 hours of training. Some of the fire training can be considered cross training between Fire and EMS, but for categorization purposes it was placed under fire training. That is an average of 39.29 hours per LT and firefighter/paramedics. Hazmat training, Quick drills, driver training, water rescue, various EMS trainings, EKGs, drug abuse, and preplan reviews were done this month.

Inspections: 25 of 77 In-company inspections were completed this month.

Red Shift Report: Lt. Smith

Activities: For the month of March Red Shift had a total of 81 calls. 22 of the calls were fire related. There were 53 EMS calls and 6 service calls.

Incidents/Events of Note: On March 17th, Ambulance 215 responded to Harlem and Grand Ave, Elmwood Park for a car accident. Ambulance 215 worked with Elmwood Park Engine 947 and Chicago Fire Department personnel to manage patients. Chicago Fire personnel handled the refusals. Ambulance 215 transported to Gottlieb Hospital.

On March 29th, Engine 213 responded to the special duty call. Engine 213 responded to the home address for the 1-year-old boy and 3-year-old girl locked inside a bathroom. E213 arrived on

scene and were told the children were inside the bathroom with a bathtub full of water. Engine 213 gained entry to the bathroom quickly and without damage to the door. The children were safely outside the bathtub. The Engine crew fixed the doorknob to prevent another incident.

On March 29th, Engine 213 responded to 407 Ashland Ave for the special duty. E213 found an electric wheelchair had the tires caught in a rug. The wheelchair was unable to be moved. E213 lifted the wheelchair back tires to remove the carpet. The hospital bed and furniture were moved to straighten the rug to prevent the issue from reoccurring. The furniture and bed were placed back in their original positions.

Shift Training: Red Shift had 176 hours of fire related training this month and 35 hours of EMS training for a total of 211 hours of training. That is an average of 35 hours per firefighter. Shift training for the month included Loyola Continuing Education on Respiratory Emergencies. Shift members continued to train on Fire Rescue 1 and EMS1 Academy classes. Red Shift completed drills on SCBA awareness and RIT pack familiarization. FF Seablom attended a 40-hour Advanced Firefighter Tech class at NIPSTA. FF Seablom attended an 8-hour FSVO class in Romeoville. FF Seablom, FF Basa, and Lt. Smith attended the Division 11 Fire Investigation Team Drill. Lt. Smith attended a two-day IFSI fire training and command event in Plainfield. Lt. Smith attended a 1.5-hour High Rise firefighting tactic class online. Lt. Smith completed a one-hour Zoom class on Initial Size-up Reports.

Inspections: 0 In-company fire inspection were conducted in March.

Training Lt. Carter

For March 2023 the department participated in various training activities such

- Loyola CE was held on March 7th, 8th & 9th. Subject was Respiratory Emergencies.
- Shifts continued their assigned building inspections.
- Lt. Bochenek attended 4-day Water Ops class in Romeoville.
- Lt's. Bochenek and Howe attended a Step Up and Lead seminar at Harper College in Palatine.
- FF/PM Seablom attended Advanced Technician Firefighter class February 27-March 3 in Romeoville.
- FF/PM Seablom attended FSVO class on March 31st in Romeoville.
- Division 11 TRT drill was held in Cicero on March 23rd and 24th. Subject was Elevator Rescue. The Elevator Rescue System was demonstrated. Lt. Howe and Lt. Carter attended.
- Division 11 Fire Investigator drill was held in River Forest on March 16th and 21st. Subject was Fire Effects and Patterns. Lt's. Carter, Bochenek, and Smith as well as FF's Seablom and Basa attended.

EMS/Paramedic Activity FF/PM Fischer

In the month of March, RFFD responded for a total of 132 patients. Of the 132 patients, 113 were treated and transported by Ambulance 215, 4 were invalid assists and 15 patients refused care. These 132 patients had various complaints. Below are how the complaints break down:

- No complaint – 0
- Abdominal Pain – 6
- Allergic Reaction – 1
- Animal Bite -- 0
- Assault – 1
- Breathing Problems – 14
- Burns -- 0
- Psychiatric – 7
- Chest Pain – 11
- Cardiac/Traumatic/Respiratory Arrest – 0
- Choking -- 0
- Diabetic – 0
- Eye Problem -- 0
- Fall - 21
- Headache/Concussion – 0
- Hemorrhage/Bleeding -- 1
- Medical Alarm – 0
- Opiate Overdose -- 2
- Pain (Back) – 0
- Pain (General) -- 0
- Patient Assist – 0
- Poisoning / Drug Ingestion – 3
- Seizure – 0
- Sick Person -- 28
- Stroke / CVA – 2
- Traffic Accident -- 9
- Traumatic Injury – 4
- Unconscious/Unresponsive – 7
- Unknown Problems -- 6

The 113 patients who were transported went to the following hospitals:

- Gottlieb – 19
- Hines VA – 0
- Loyola – 23
- MacNeal - 0
- Community First -- 0
- Rush / Oak Park – 67
- Resurrection - 0
- West Suburban – 4

We had 35 calls to other towns for a mutual aid ambulance and received aid from other towns 11 times.

Vehicle/Station Maintenance FF/PM Zipperich

No Report

CONCORDIA UNIVERSITY NURSING SCHOOL RIBBON CUTTING CEREMONY







MEMORANDUM

DATE: April 10, 2023

TO: Matt Walsh, Interim Village Administrator

FROM: Jeff Loster, Director of Public Works and Development Services

SUBJECT: Public Works and Development Services Report – March 2023

Executive Summary

In the month of March, the Department of Public Works and Development Services continued winter operations and transitioned to spring operations, with an emphasis on tree trimming, catch basin cleaning, street sweeping, and sewer jetting and televising. As part of continued winter operations, the Department responded to 1 snow and ice event, plowing streets and spreading salt in addition to pre-applying a brine solution to roadways. The Village-Wide Electric Vehicle (EV) Network Study continued with parking and electrical study portions currently underway. Staff also continued work on the ongoing traffic studies, Stormwater Master Plan and the IEPA-mandated Lead Service Planning.

The Sustainability Commission is working on:

- Continuing resident education about sustainability items, with an emphasis on green energy aggregation and the March electronic waste pickup event
- Finalizing updates to the Commission webpage
- Discussing and outlining Commission goals and plans for 2023
- Discussing ongoing regional sustainability initiatives, including C4 and the forthcoming GreenTown event in summer 2023

Public Works - Engineering

- Conducted monthly Combined Sewer Overflow (CSO) inspection
- Continued to coordinate Geographic Information System (GIS) improvements through the Village's consultant (MGP)
- Continued administration of the Village's utility-related subsidy programs: Lead Service Line Replacement, Sewer Backflow Prevention and Sewer Lateral Repair
- Held bid opening for the 2023 Street Improvement Project and designed/advertised the bid for the Public Works Garage Parking Lot Reconstruction
- Continued construction on the remaining alleys at the south end of the Village
- Completed inspections for the 2023 Curb and Sidewalk Replacement Project
- Completed the annual Community Ratings System (floodplain management) recertification
- Attended the 2023 Floodplain Management Conference and WaterCon Conference

Public Works – Operations

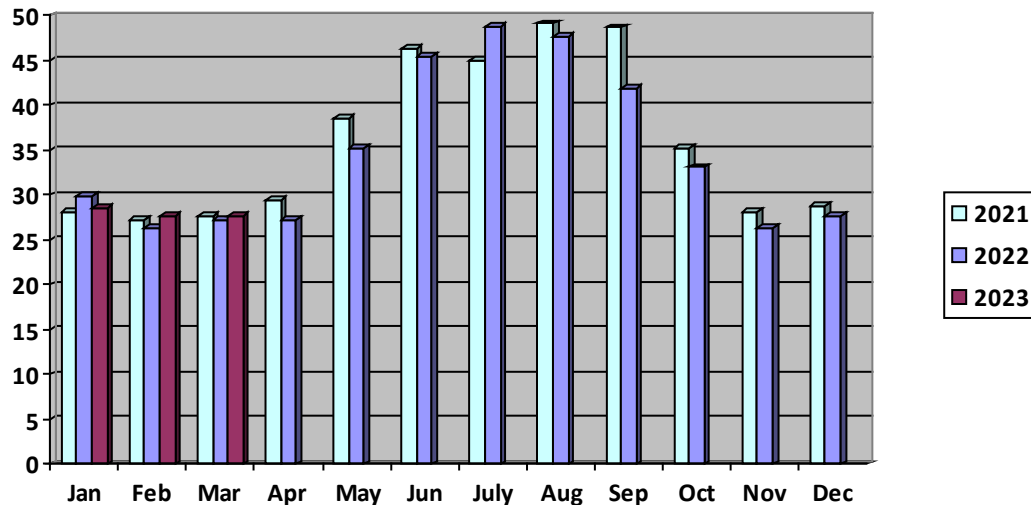
The following is a summary of utility locate requests received from JULIE (Joint Utility Locating Information for Excavators) and work orders (streets, forestry, water, sewer, etc.) that were received and processed during the past month:

	March 2023
Utility Locates	110
Work Orders	22

Water and Sewer

Monthly Pumpage: March's average daily pumpage of 890,735 gallons is higher than March's average of 876,497 in 2022.

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



In March, the Water Department delivered 12 delinquent notices for the Water Billing Clerk. The Water Department completed monthly building and equipment maintenance at the pumping stations. The Water Department also notified residents and businesses of backflow violations and completed water meter route repairs. On 3/16/2023 and 3/24/2023, a sink hole was under investigation at 510 Ashland. The sewer truck camera unit and leak detection equipment were both used. The sewer lateral for 510 Ashland was found to be detached from the sewer main, causing undermining and staff is working with the applicable resident toward resolution.

The Water Division personnel performed these additional tasks in March:

- Responded to 243 service calls.
- Installed 6 meters.

Streets and Forestry

These are the details of the tasks performed frequently in the month of March:

Description of Work Performed	Quantity
Sign Repairs/Fabrication	34
Trees Trimmed	490
Number of Snow & Ice Responses	1
Street Salting (tons)	21.4



MEMORANDUM

DATE: April 10, 2023

TO: Matt Walsh, Interim Village Administrator

FROM: Jeff Loster, Director of Public Works and Development Services
Bill Koclanis, Civil Engineering Technician

SUBJECT: Traffic and Safety Commission Recommendations – March 15, 2023 Meeting

Issue: A recommendation has been made by the Traffic and Safety Commission following a discussion of the traffic modifications installed in the northeast corner of the Village.

Analysis: Recently implemented modifications to traffic patterns in the northeast corner of the Village were again discussed at the Traffic and Safety Commission on March 15, 2023. These modifications had been installed following Village Board approval on October 10, 2022.

At the meeting held on March 15th, there were a total of thirty-four (34) residents that spoke about the modifications implemented over the last few months, most of whom were against the changes made, particularly the barricade installation. Reasons for opposing the modifications ranged from concerns regarding resident notification, increased traffic on surrounding streets, increased traffic/speed in the alleys, loss of parking along North Avenue business and increased travel time to reach one's residence.

The Traffic Safety Commission discussed the modifications that were made and the effects that they have had on the area subsequent to their installation. In an effort to find a more optimal approach in light of the additional public comment, the Traffic and Safety Commission made the following recommendations:

Recommendation 1: The Traffic and Safety Commission recommends that the barricades at the intersection of LeMoyne Street and Harlem Avenue be adjusted to allow south bound traffic on Harlem Avenue to turn right onto westbound Lemoyne Street. Eastbound traffic on LeMoyne Street would still only be allowed to turn right on to southbound Harlem Avenue. Area signage to be modified accordingly by Village Staff.

Recommendation 2: The Traffic and Safety Commission recommends that the barricades at the intersection of Greenfield Street and Harlem Avenue be adjusted to allow south bound traffic on Harlem Avenue to turn right onto westbound Greenfield Street. Eastbound traffic on Greenfield Street would still only be allowed to turn right on to southbound Harlem Avenue. Area signage to be modified accordingly by Village Staff.

Though it requires no action from the Village Board, the Traffic and Safety Commission requested that it be noted that all modifications recommended by the Commission as part of the Village's Northeast Traffic Study are considered by them to be temporary in nature, pending findings from the Village-Wide Traffic Study. If the Village-Wide Traffic Study results are delayed for a significant period of time, the Commission may wish to recommend additional modifications.

If the Village Board agrees with the recommendations from the Traffic and Safety Commission, the following motions would be appropriate:

1. Motion to adjust the barricades at the intersection of LeMoyne Street and Harlem Avenue to allow southbound traffic on Harlem Avenue to turn westbound onto Greenfield Street while still allowing eastbound traffic on Greenfield Street to turn southbound onto Harlem Avenue with signage to be updated accordingly.
2. Motion to adjust the barricades at the intersection of Greenfield Street and Harlem Avenue to allow southbound traffic on Harlem Avenue to turn westbound onto Greenfield Street while still allowing eastbound traffic on Greenfield Street to turn southbound onto Harlem Avenue with signage to be updated accordingly.

Attachments:

Traffic and Safety Agenda Packet – 3/15/25

Recommendation Exhibits (2)

Ordinances (2)



VILLAGE OF RIVER FOREST TRAFFIC AND SAFETY COMMISSION MEETING

Wednesday, March 15, 2023 – 7:00 PM

AGENDA

Physical attendance at this public meeting is limited to 50 individuals, with Committee members, staff and consultants having priority over members of the public. Public comments will be shared with the Committee. You may submit written public comments via email in advance of the meeting to: bkoclanis@vrf.us. You may listen to the meeting by participating in a Zoom conference call as follows: dial-in number: 312-626-6799 with meeting ID: 824 6972 7727 and passcode 960600 or by clicking here:

<https://us02web.zoom.us/j/82469727727?pwd=cTdicDcwb1MrdTBkeGdQY3RNM0UyZz09>. If you would like to speak during public comment or if you wish to participate in-person at Village Hall, please email bkoclanis@vrf.us by 4:00 PM on Wednesday, March 15, 2023.

1. Call to Order/Roll Call
2. Adoption of minutes from the Traffic and Safety Commission Meeting held on September 21, 2022.
3. Public Comment
4. Discussion of Northeast Traffic Study Improvements
5. Adjournment



VILLAGE OF RIVER FOREST TRAFFIC AND SAFETY COMMISSION MEETING MINUTES

Wednesday, September 21, 2021 – 7:30 PM

A regular meeting of the River Forest Traffic and Safety Commission was held on Wednesday, September 21, 2022 at 7:30 P.M.

Roll Call and Call to Order

The meeting was called to order at 7:30 PM. Present at this meeting were Chairman Rees, Commissioner Chase, Commissioner Gillis, Commissioner Jayaraman, Commissioner Karrow, Commissioner Osga.

Chairman Rees adopted a motion to approve the minutes from November 17th, Commissioner Chase seconded the motion.

All commissioners voted to approve the minutes from the November 17th Traffic and Safety Meeting.

Public Comment

Michael (KLOA consultant) explains to take it on incremental basis measures.

Phase 1- Signage and striping to provide additional “stop all way” signs, speed limit signs, school sign, and no truck signs except on Clinton Pl. Install crosswalks.

Phase 2-If the measures are not effective consider installing curb extensions by the alleys, install bump-outs, and speed bumps on the last block it does affect emergency response time.

Phase 3- Enhance North Ave prohibit parking but it would impact businesses. Prohibit right turn hours on peak hours. Install cul-de-sacs but it does reduce emergency response times. Recommend trying other measures first.

Resident asks a question about the bump-outs?

Michael (KLOA consultant) responds four intersections will have curb bump outs to narrow the street only south of the alleys and they will not be deeper than the parking lanes.

Inaudible discussion about bike routes

Michael (KLOA consultant) responds if they add bike routes people will lose parking spaces.

Chairman Rees comments if parking restrictions are placed from Harlem, Bonnie Brae, Clinton Pl. will there be complaints about parking on the north side of Greenfield.

Resident asks (inaudible) question

Chairman Rees responds there is no timeline, but they prefer incremental approach.

Commissioner Gillis asks from a phase 1 approach, based off experience what type of improvements are seen after six months.

Michael (KLOA) responds that it varies based off the recommendations it is to calm down traffic volumes in a safe manner. Studies show there is not a big volume of traffic; it all depends on the neighborhood structure they are not necessarily all a “cut-through.”

Inaudible question

Michael (KLOA) responds suggesting north and south signs to give notices and suggest the village installs radar speed signs also.

Chairman Rees thanks Michael and the neighbors. Acknowledges the disagreements they may have and are trying to be responsive with the residents based off the data. What is being recommended to the board is non-binding.

Inaudible discussion on Greenfield

Commissioner Karrow responds the phased approach is easier to evaluate the effectiveness. Maybe phase 1 & 3 can be combined. There is no good measure unless there are speed cameras.

Commissioner Osga states that he is not inclined to change parking regulations on residential streets or even recommend street signage because no one looks at them. A more drafted measure needs to be done, signs will not keep people from cutting through.

Commissioner Gillis states that he appreciates the revisions to the study but is not convinced that signage will be effective. He watched vehicles in front of Mr. Armalas’ home with him earlier in the day. He suggests the following measures:

Le Moyne- “One Way”, “Do Not Enter” signs

Greenfield- maintain the current no left turn

Chicago/Lake- bump outs works

Bonnie Brae- cut it off (right turn only)

William St- from the alley north will be one way with a diverter.

Jackson and Monroe- Stay the same not to slow down traffic for businesses.

Chairman Rees indicates that they should consider all-way Greenfield and Bonnie Brae per the study (inaudible discussion). All way on William and Le Moyne.

Chairman Karrow asks if they would start with a temporary one or build one from concrete.

They can make any recommendation they want, and it will be taken to the board for approval.

Signage is not effective police department pulls people constant they would like to see cul-de-sac.

With the recommendations no one is going in but it is letting the resident exit.

Resident Renet Hermes from 1446 Bonnie Brae wants Le Moyne blocked off completely.

Commissioner Osga most cars are being shut off from North Ave and Harlem Ave so in theory it should cut off the cut-through traffic.

Robert Armalas states the most effective way is to block both intersections Le Moyne and Greenfield, cul-de-sac on Harlem.

Chairman Rees suggests a motion to see the support on it.

Making drastic measures such as closing Bonnie Brae, Clinton, and William; Le Moyne and Greenfield is a wide street everything leads to Greenfield there are busses that cannot turn around.

Commissioner Gillis makes a motion to approve One Way going east bound from the alley to Harlem with right turn south bound Harlem with a traffic diverter bollards or concrete. East bound signage stop sign right turn only. Harlem north bound signage one way do not enter. Harlem south bound signage no right turn one-way do not enter.

Commissioner Chase seconds the motion. Motion carries.

Commissioner Gillis proposes Cul-de-sac Bonnie Brae north of alley just south of North Ave; parking restrictions will remain the same that'll have full business access remains the same for Cassidy Tire and parking for Yolk.

Commissioner Gillis states that you can go down the alley to access Harlem-residents will have alley access.

People could cut through the alley, but it is thin and could add speed bumps on alley.

They would like to amend it and do a cul-de-sac south of the alley instead of North

They could try both and add a dead end sign.

Inaudible question about Parking on Bonnie Brae

Parking will still be there they can park on Bonnie Brae

Commissioner Gillis makes a motion to approve the amended motion for Bonnie Brae cul-de sac south of the alley and parking restrictions stay the same.

Commissioner Karrow seconds the motion.

All commissioners vote in favor. The motion carries.

Commissioner Gillis proposes Clinton Pl one way north bound from south of the alley to North Ave; North Ave right turn only East bound North Ave traffic diverter, north bound signage stop right turn only, North Ave East bound signage no right turn one way do not enter, North Ave west bound signage one way do not enter, parking restriction remain the same.

Chairman Rees suggests a diverter that would preclude someone from driving EB make a right onto Clinton Pl?

Inaudible discussion proposing a cul-de-sac on Clinton.

Traffic will go down William to Division (inaudible)

Can they just do Bonnie Brae and Clinton one way then residents can exit onto North Ave?

Response inaudible

If someone coming on north can turn and have no way out you can do signage but it cannot prevent it from happening.

Issue on table is Clinton-do nothing or put a restriction some way. Cul-de-sac like the one proposed for Bonnie Brae.

William is main issue there is a lot more traffic; either you do something more aggressive and leave Clinton alone. They need to come up with something that accommodates businesses and the people.

Do little as possible and do what is proposed see what happens.

Commissioner Gillis proposes Clinton Pl. cul-de-sac just south of alley, parking remains the same and all businesses has access at the alley.

Two-way traffic cul-de-sac north of alley for residents just like Bonnie Brae.
SB traffic cannot go in, but NB traffic can get out.

It will be taken to the Village Board and everyone will get a notification to attend the board meeting.

Commissioner Gillis makes a motion to approve revised Clinton proposal South bound is dead end and south of the alley, add do not enter sign northbound can turn onto North Ave, western lane blocked, eastern lane allows north bound traffic Commissioner Chase seconds the motion. Motion carries.

3 motions are going to the board meeting and proper notices will be given to residents.

Chairman Rees makes a recommendation based on KLOA's recommendation to add all way stop sign William and Le Moyne, add all way stop sign at Greenfield and Bonnie Brae, change 2 way stop on Le Moyne & Clinton stops traffic on Clinton. Commissioner Karrow seconds the motion. The motion carries.

Resident speaking (inaudible)

In lieu of 4 way at Bonnie Brae and Greenfield he suggest moving 1 block west.

Stop traffic on Greenfield and Clinton at Bonnie Brae keep stop signs how they were but install crosswalks

Inaudible discussion regarding adding bump outs on Clinton?

Further discussions would be taken to the board meeting in Oct.

A motion was made and seconded to adjourn the meeting at 9:20 P.M. All commissioners voted in favor of the motion. Motion passed.

Respectfully Submitted:

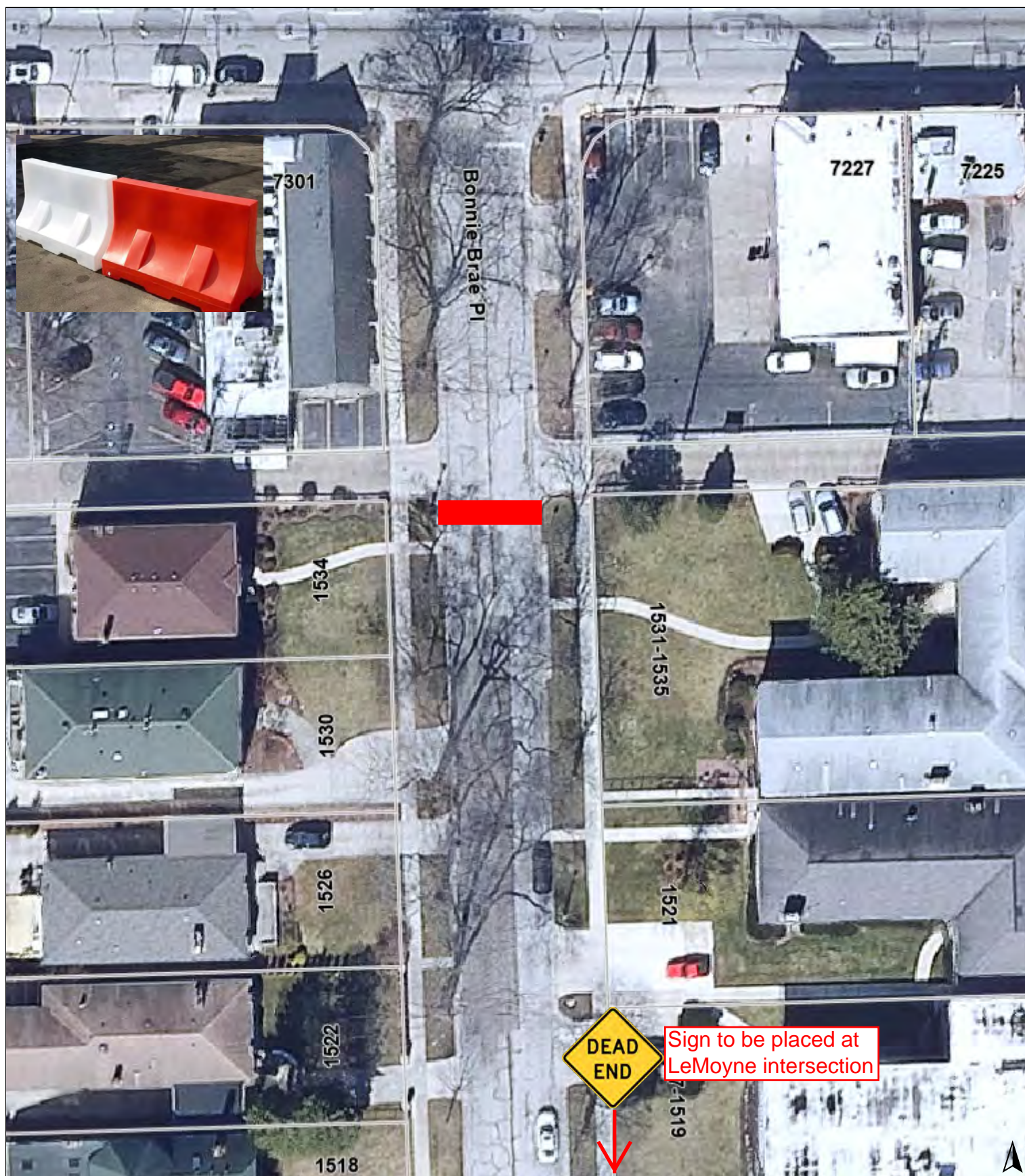
Signature Line

Bill Koclanis, Secretary

Signature Line

Doug Rees, Chairman
Traffic & Safety Commission

Date: -----

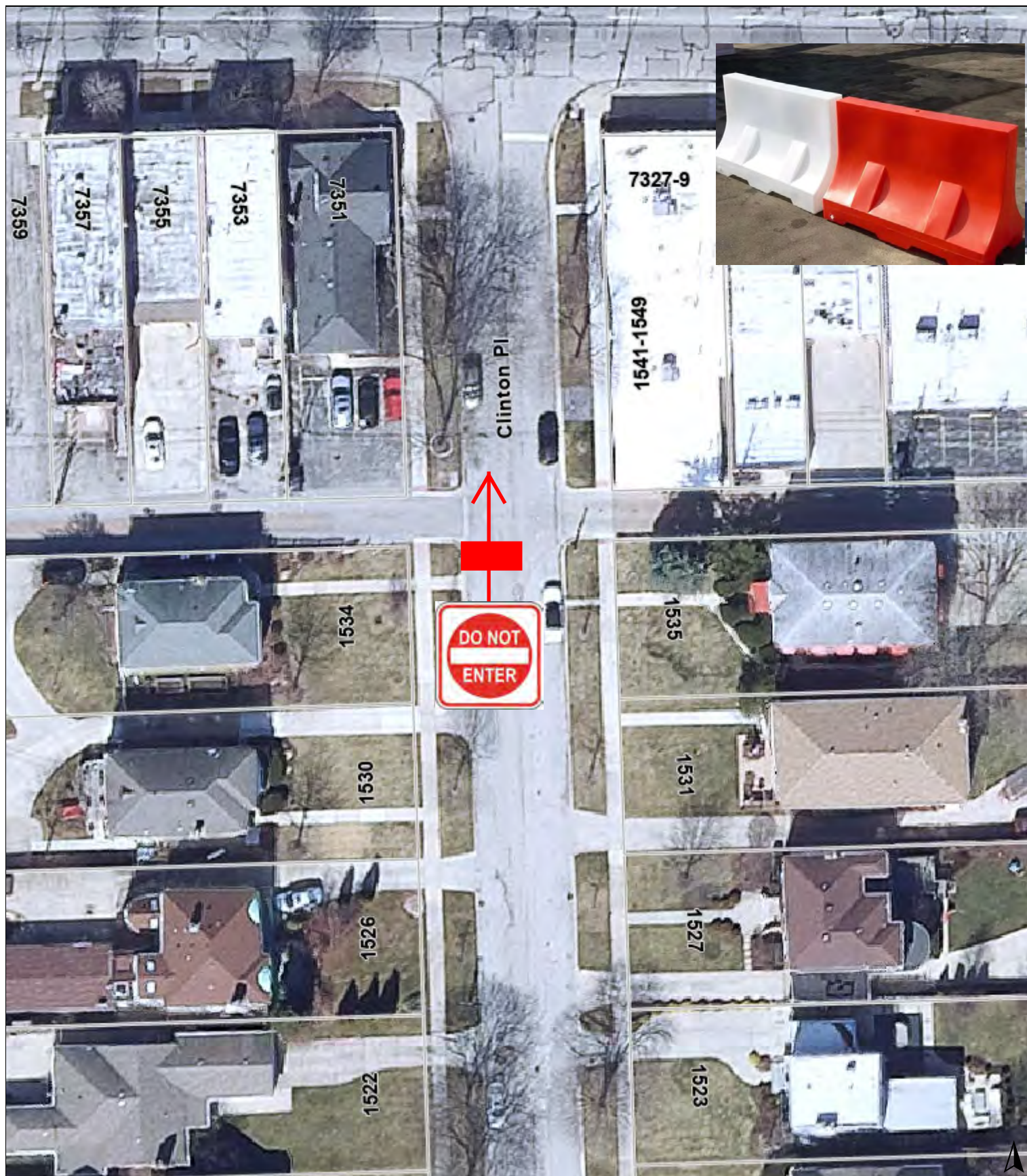


0 50 100
ft

Print Date: 9/22/2022

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

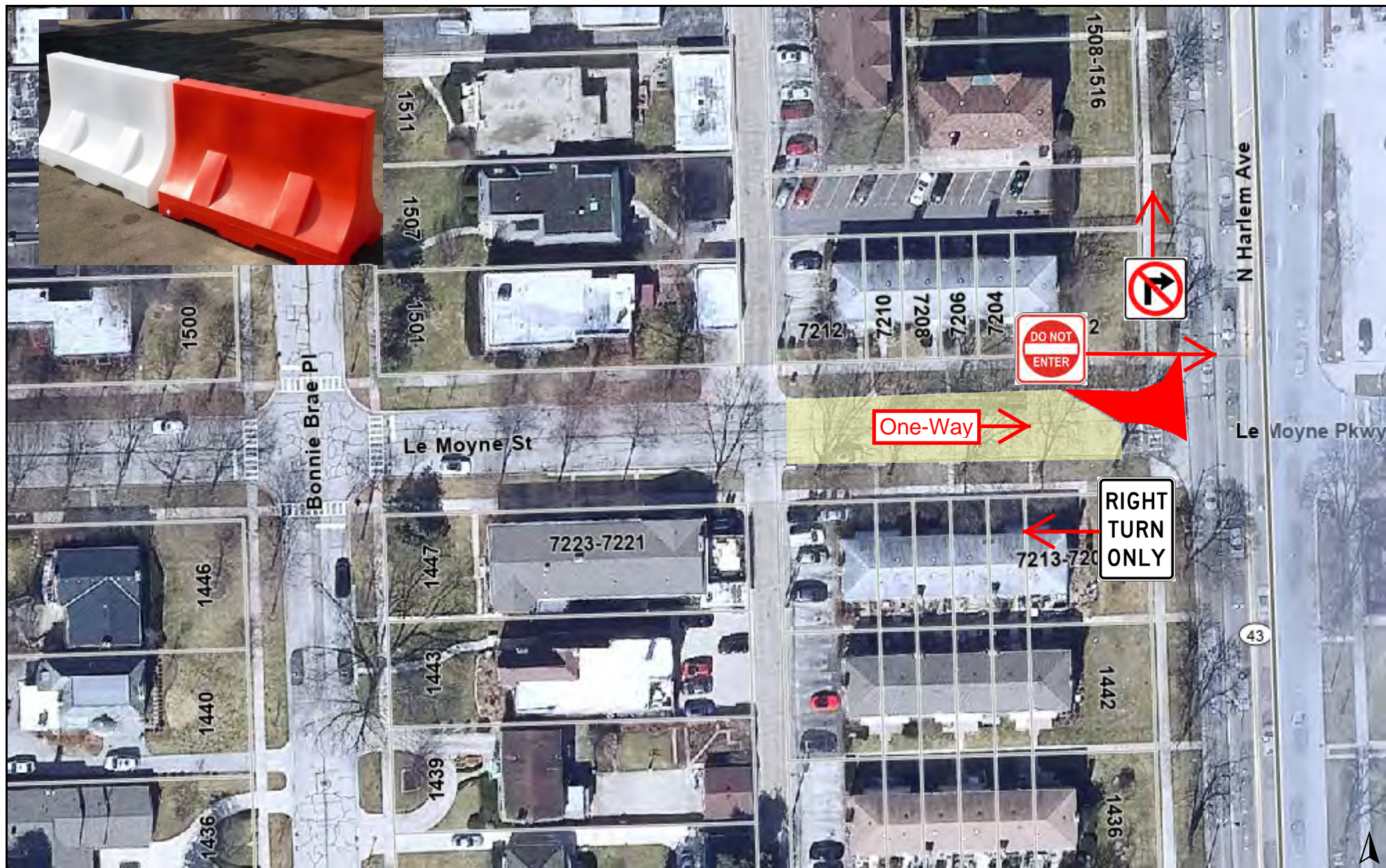


0 50 100
ft

Print Date: 9/22/2022

Notes

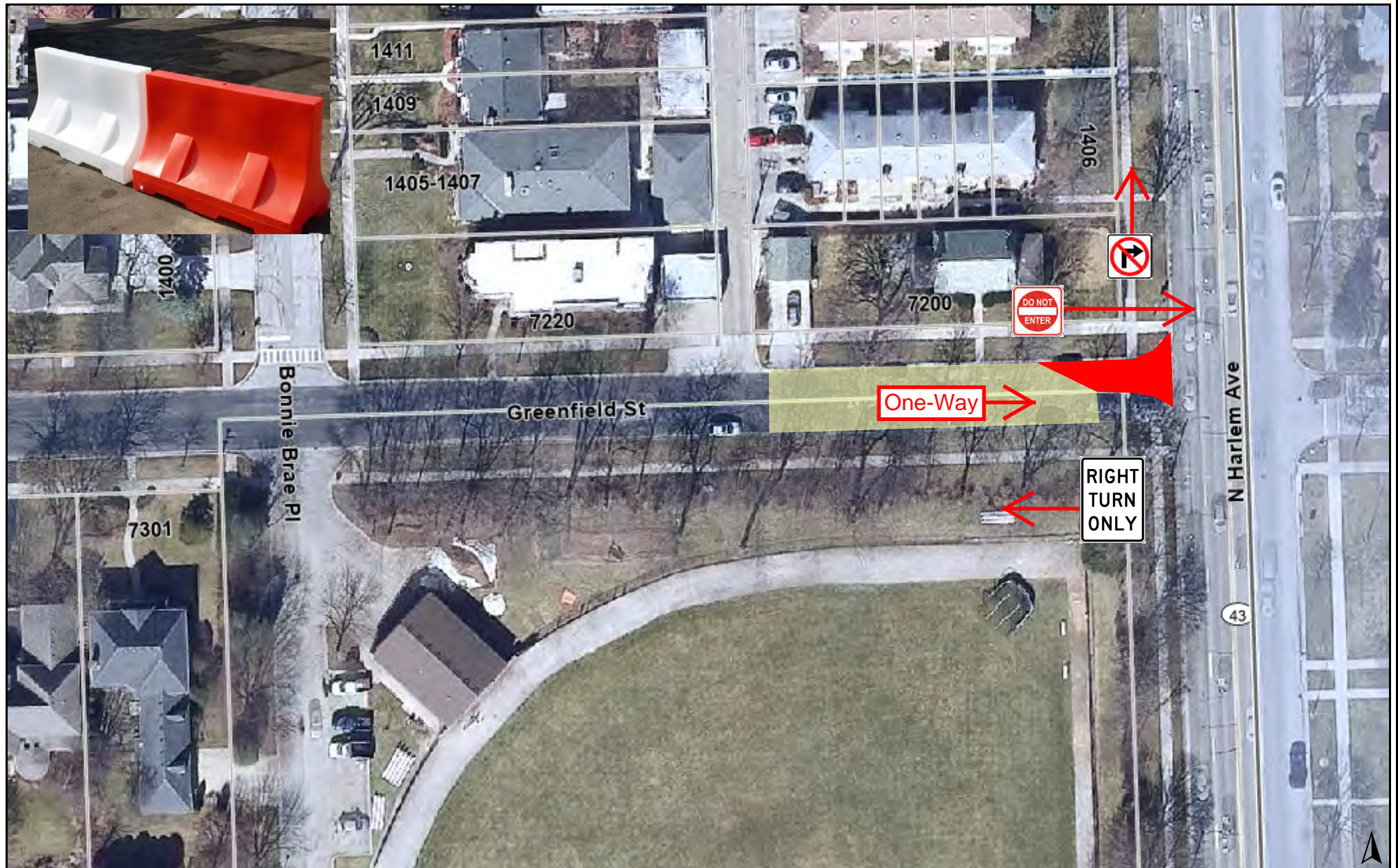
Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.



0 100 200
ft

Print Date: 9/22/2022

Notes



0 100 200
ft

Print Date: 10/11/2022

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.



0 300 600
ft

Print Date: 9/22/2022

Existing Stop Sign
Proposed Stop Sign
Existing Stop Sign
To Be Removed

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

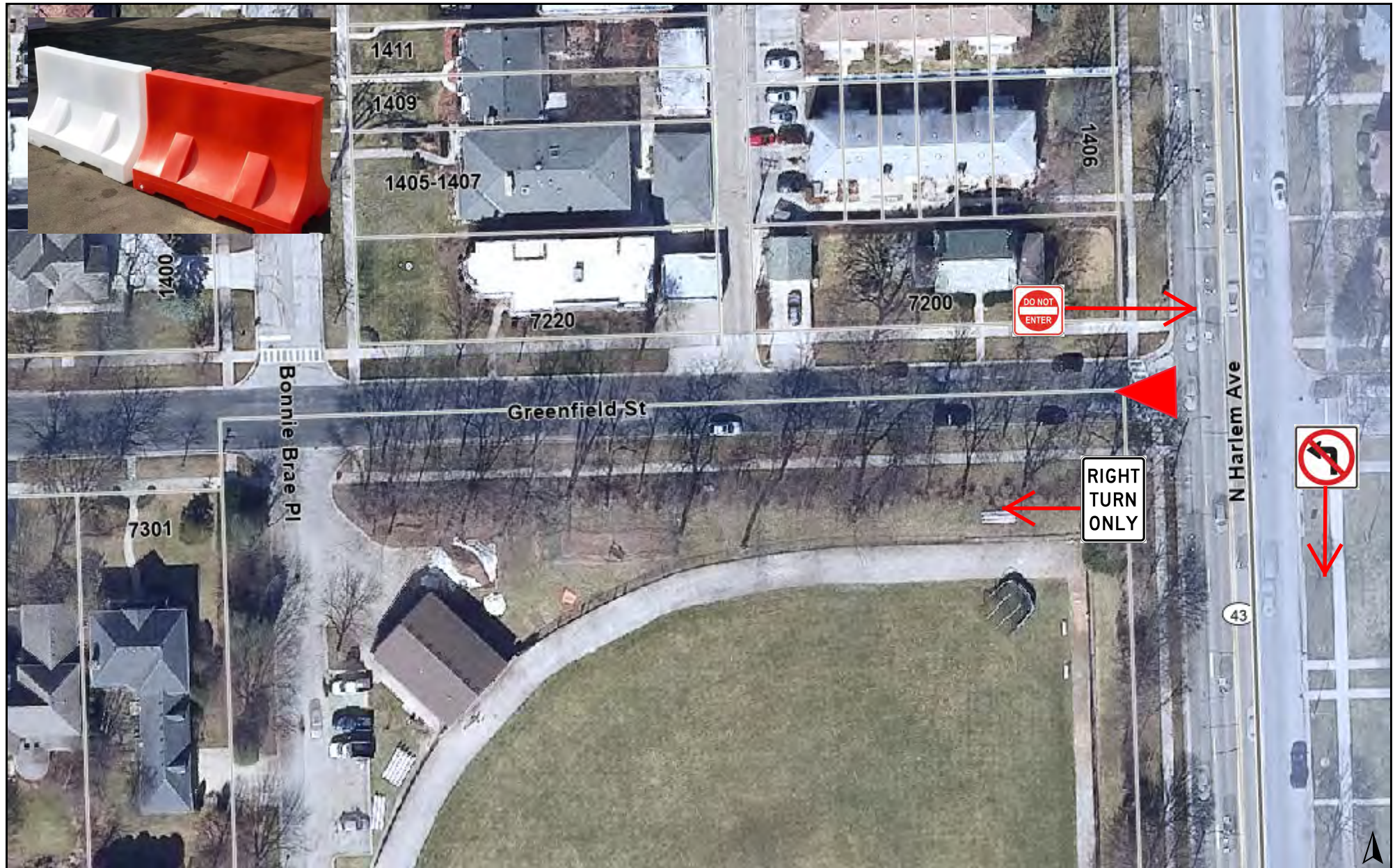


0 100 200
ft

Print Date: 9/23/2022

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

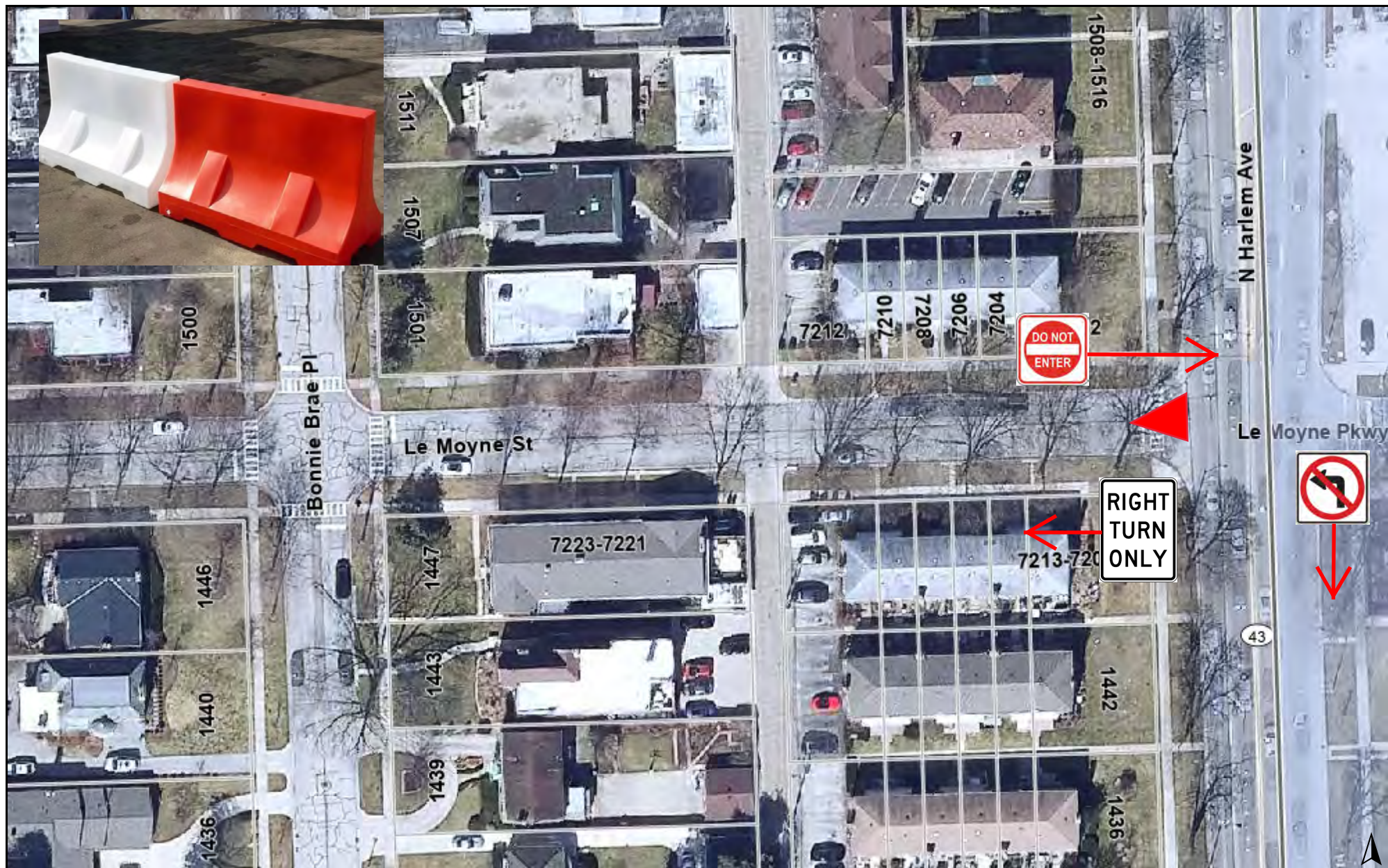


0 100 200
ft

Print Date: 10/11/2022

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.



0 100 200
ft

Print Date: 9/22/2022

Notes

ORDINANCE NO. _____

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

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

Section 1: That Title 9, entitled "Traffic Regulations," Chapter 3, entitled "Traffic Schedules," of the River Forest Village Code, Section 9-3-11 thereof, entitled "Schedule 11, Do Not Enter" be amended by adding the following:

Greenfield Street, at Harlem Avenue shall be closed to traffic entering from the east and south.

LeMoyne Street, at Harlem Avenue shall be closed to traffic entering from the east and south.

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

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

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

ADOPTED this 10 day of April, 2023, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 10 day of April, 2023.

Catherine Adduci, Village President

ATTEST:

Jonathan Keller, Village Clerk

ORDINANCE NO. _____

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

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

Section 1: That Title 9, entitled "Traffic Regulations," Chapter 3, entitled "Traffic Schedules," of the River Forest Village Code, Section 9-3-3 thereof, entitled "Schedule 3, One-Way Streets and Alleys" be amended by adding the following:

~~Greenfield Street, eastbound between the alley just east of Bonnie Brae and Harlem Avenue.~~

~~LeMoynes Street, eastbound between the alley just east of Bonnie Brae and Harlem Avenue.~~

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

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

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

ADOPTED this 10 day of April, 2023, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 10 day of April, 2023.

Catherine Adduci, Village President

ATTEST:

Jonathan Keller, Village Clerk



Village of River Forest

Village Administrator's Office

400 Park Avenue

River Forest, IL 60305

Tel: 708-366-8500

MEMORANDUM

Date: April 10, 2023

To: Catherine Adduci, Village President
Village Board of Trustees

From: Matt Walsh, Interim Village Administrator

Subj: Northeast Traffic Policy Statement and Staff Direction

Background: On October 10, 2022, the Village Board voted to approve five measures aimed toward limiting cut-through traffic in the northeast corner of the village. The implementation of said measures was not included in the FY23 budget. In response, staff purchased and installed plastic barriers at the determined locations. Over the past few months, the Village has received a significant amount of feedback regarding the new traffic controls. The traffic controls were discussed at the March 15, 2023 Traffic & Safety Commission meeting and will be discussed further at upcoming Commission meetings.

Proposed Policy Statement: The attached statement lays out the process for future modification and actions regarding the traffic barriers. The statement also includes a list of questions for the Traffic & Safety Commission to consider at its upcoming meetings. The statement also provides direction to staff regarding the Village-wide traffic study and public notices for future traffic blocking implementations.

Motion:

- If the Village Board wishes to adopt the proposed policy statement, the following motion would be appropriate;
 - Motion to approve Policy Statement 23-01, a policy statement regarding northeast neighborhood traffic measures.

Policy Statement 23-01

Northeast Neighborhood Traffic Measures

Effective Date: April 11, 2023

Section A

The Village Board hereby adopts the following statements and provides direction to its professional staff and advisory commission regarding the northeast neighborhood traffic controls.

1. All requests for modifications to the traffic barriers and associated traffic control measures are to be referred to and discussed by the Traffic & Safety Commission.
2. All modifications to the current traffic barriers and controls require Village Board action by vote at a Village Board meeting.
3. The Village Board directs Village staff and its traffic engineering consultant firm to collect traffic data counts at appropriate locations on Monroe Avenue, William Street and Division Street as part of the Village-wide traffic study to measure the effects of the current traffic barriers.
4. The Village Board refers the following questions to the Traffic & Safety Commission for discussion at its May and July meetings. Further, the Board requests recommendations on each question.
 - a. Shall the Village convert the intersection of Clinton and LeMoyne to an all-way stop intersection?
 - b. Shall the Village modify the stop sign controls at the intersection of Greenfield and Bonnie Brae?
 - c. Shall the Village further modify or remove any of the current traffic barriers and controls?
 - d. Shall the Village consider additional traffic control measures that may complement the existing barriers?
 - e. If there are no further modifications, shall the Village proceed with the budgeted permanent construction of the traffic control barriers?

Section B

In addition to the directives above, the Village Board also adopts the following statement regarding future processes Village-wide for traffic control implementation.

1. For all future traffic control implementations that close a road to traffic, staff is directed to provide a notice by mail to residential and commercial properties within 1,000 feet of the proposed location prior to Village Board consideration.



MEMORANDUM

DATE: April 10, 2023

TO: Matt Walsh
Interim Village Administrator

FROM: Thomas Gaertner
Fire Chief

SUBJECT: Zoll One Program Agreement

Issue: In an effort to mitigate increasing costs for lifesaving ambulance equipment, the Fire Department is recommending entering into an agreement with the Zoll Medical Corporation and their Zoll One Program.

Analysis: Currently the Fire Department is equipped with two cardiac monitors. One is carried on the front-line ambulance while the other is carried on our front-line fire engine. These cardiac monitors enable the firefighter/paramedic to assess and monitor the ECG and rapidly deliver a defibrillating countershock to patients suffering from ventricular fibrillation during a cardiac arrest.

Cardiac monitor #1 has reached its expected life span. The Capital Improvement Plan for FY2024 calls for this cardiac monitor to be replaced this coming fiscal year. The cost to replace this monitor is currently \$46,000.00. This price only includes the cardiac monitor and not any of the other accessories such as replacement batteries, cables, accidental damage coverage, and maintenance. Cost of those items is over \$2,500.00 per year. Cardiac monitor #2 is due for replacement in FY2028 with an estimated cost of nearly \$59,000.00.

Solution: To stabilize the rising cost of this much needed equipment, staff reached out to our Zoll representative for an alternative to us purchasing these units on our own. Today, Zoll is a global leader in acute critical care and related software and diagnostic tools. They provide a comprehensive portfolio of medical devices and software solutions. The representative introduced a new program they had called the Zoll One Program. This is an all-inclusive program that offers financial and operational benefits which include protection from rising equipment costs and the latest, cutting-edge technology. This plan will provide us two of Zoll's latest generation cardiac monitors, accidental damage coverage, battery replacement, on-site preventive maintenance, parts and labor for normal wear and tear, and 12-lead cable replacement. The monitors will then be replaced in 5 years (the current lifespan) with the newest technology at that time. This agreement is for 10 years at a cost of

\$19,939.29 per year. Over the ten-year period we will have saved an estimated \$30,000.00 over RFFD purchasing the cardiac monitors outright. The proposed FY24 operating budget includes the annual cost for the program.

Requested Board Action: Motion to approve entering into an agreement with Zoll Medical Corporation and their Zoll One Program, not to exceed \$19,939.29 per year for a period of 10 years.

Documents Attached:

1. Zoll One Program Agreement

ZOLL ONE PROGRAM MASTER AGREEMENT

This ZOLL ONE PROGRAM MASTER AGREEMENT, including all attachments attached hereto and hereby made a part hereof ("Master Agreement"), is entered into by and between ZOLL Medical Corporation, a Massachusetts corporation with its principal place of business at 269 Mill Road, Chelmsford, MA 01824 ("Lessor"), and River Forest Fire Department ("Lessee"). This agreement will be effective upon the date of last signature ("Effective Date").

1. MASTER AGREEMENT; SCHEDULES. Lessor hereby leases to Lessee and Lessee leases from Lessor the equipment ("Equipment") described in any Equipment Schedule executed from time to time by Lessor and Lessee, the form of which is attached as Exhibit A hereto (the "Schedule" or "Schedules"), upon the terms and conditions set forth in this Master Agreement and the Schedules. In addition to leasing the Equipment, Lessor will also provide Lessee with RescueNet® CaseReview pursuant to the terms and conditions of the ALS/BLS Software Solutions Master Application Service Provider Agreement attached as Exhibit B hereto (the "ASP Agreement"). In the event of any conflict between the terms and conditions contained in this Master Agreement and the terms and conditions contained in the ASP Agreement, the terms and conditions in Exhibit B shall control.

2. TERM. The initial term of this Master Agreement shall be ten (10) years ("Term") commencing and concurred as set forth by the Rental Term (defined hereinafter) for the first Schedule that applies to this Master Agreement. However, no termination by the Lessee of this Master Agreement shall be effective with respect to any Schedule until the expiration or termination of such Schedule and the satisfaction by Lessee of all of its obligations hereunder with respect thereto.

3. RENT; LATE CHARGES. As rent for the Equipment, Lessee agrees to pay the amounts specified in the applicable Schedule on the due dates specified therein ("Rent"). If any part of any Rent payment or other amount due under this Master Agreement is not paid within five (5) days of its due date, Lessee agrees to pay Lessor a charge for every month after the first month in which the amount is late to compensate Lessor for the inability to reinvest the amount, which charge is stipulated and liquidated at 1.5% of the delayed amount per month (or the lesser rate that is the maximum rate allowable under applicable law) in addition to the unpaid amount.

4. NON-CANCELABLE; WAIVER OF DEFENSES TO PAYMENT. Lessee agrees that it has an absolute and unconditional obligation to pay all Rent and other amounts when due. Lessee is not entitled to abate, reduce or recoup Rent or any other amount due, or to set off any charge against any such amount for any reason whatsoever. Lessee hereby waives any recoupment, crossclaim, counterclaim, or any other defense at law or in equity to any Rent payment or other amount due with respect to any Schedule, whether any such defense arises out of this Master Agreement. There is no "test period" for Equipment that would delay acceptance or the commencement of any Schedule term.

5. EQUIPMENT RETURN REQUIREMENTS. Upon expiration or earlier termination of this Master Agreement or an applicable Schedule, Lessee shall either (a) return the Equipment in accordance with this Section or (b) purchase the Equipment at the Fair Market Value as set forth in Section 8, in which case right, title and interest shall transfer to Lessee upon payment. In the event Lessee elects to return the Equipment to Lessor, such return must be made within sixty (60) days of the end of the applicable Rental Term or promptly upon Lessee receiving replacement Equipment, whichever occurs first. If Lessee fails to return Equipment to Lessor under the terms set forth in this section, then Lessee shall pay two times (2x) the monthly fee until the Equipment is received by Lessor. For all Equipment returned to Lessor, Lessee shall (a) remove any Lessee labels, tags or other non-factory markings on the Equipment and wipe clean or permanently delete all data contained on the Equipment, including, any data contained on internal or external drives, discs, or accompanying media, (b) pack the Equipment in accordance with the Lessor's guidelines, and (c) deliver such Equipment to Lessor at any destination within the continental United States designated by Lessor. All dismantling, packaging, transportation, in-transit insurance and shipping charges shall be borne by Lessee. All Equipment shall be returned to Lessor in the same condition and working order as when delivered to Lessee, reasonable wear and tear excepted. The return of the Equipment shall constitute a full release by Lessee of any leasehold rights or possessory interest in the Equipment.

6. EQUIPMENT USE; MAINTENANCE AND ADDITIONS. Lessee shall, at all times during the applicable Rental Term (a) operate and maintain the Equipment in good working order, repair and condition, and in accordance with the manufacturer's specifications and recommendations and, all applicable laws and regulations, and (b) purchase and use only accessories provided by Lessor for use with the Equipment. The ZOLL Worry-Free Service Plan described in Exhibit C is included in Rent. In the event of any conflict between the terms and conditions contained in this Master Agreement and the terms and conditions contained in Exhibit C (Worry-Free Service Plan), the terms and conditions in Exhibit C shall control. Lessee shall make no alterations or additions to the Equipment, except those that will not result in the creation of any security interest, lien or encumbrance on the Equipment or impair the value or use of the Equipment either at the time made or at the end of the Rental Term of the applicable Schedule, and that are readily removable without damage to the Equipment. Any such alterations or additions may void the Worry-Free Service Plan. Additionally, Lessor shall not be responsible for any Equipment defect or failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Lessee without prior written approval of Lessor; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by Lessor; (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by Lessor; or (v) installation or wiring of the Equipment other than in accordance with Lessor's instructions. . EXCEPT FOR THE WARRANTY SET FORTH IN LESSOR'S STANDARD PRODUCT WARRANTY, WITH RESPECT TO THE EQUIPMENT, IS EXCLUSIVE, AND LESSOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EQUIPMENT.

7. EQUIPMENT OWNERSHIP; LOCATION. Lessor is the sole owner of the Equipment and has sole title thereto. Lessee may not relocate any Equipment from the Equipment location specified in the applicable Schedule without the prior written consent of Lessor.

8. RISK OF LOSS AND INSURANCE. Lessee assumes any and all risk of loss or damage to the Equipment until such Equipment is returned to and received by Lessor in accordance with the terms and conditions of this Master Agreement. Lessee agrees to keep the Equipment insured at Lessee's expense against all risks of loss from any cause whatsoever, including, without limitation, loss by fire (including extended coverage), theft and damage, in an amount not less than (a) the sum of all Rent and other amounts due and owing with respect to such Equipment for the duration of the applicable Rental Term, plus the estimated total retail price that would be paid for such Equipment in an arm's length transaction ("Fair Market Value") as of the actual date the Schedule expires or is terminated, as applicable ("Stipulated Loss Value") or (b) with respect to any other Equipment, the replacement value thereof. Lessee also agrees that it shall carry commercial general liability insurance in an amount not less than \$5,000,000 total liability per occurrence. Lessee shall cause Lessor and its affiliates, and its and their successors and assigns, to be named loss payees with respect to property insurance and additional insureds with respect to commercial general liability insurance. Each policy shall provide that the insurance cannot be canceled without at least thirty (30) days' prior written notice to Lessor. In the event of loss or claim, Lessee will be responsible for all deductibles and/or retentions. All insurance required by this Master Agreement shall include a waiver of rights of recovery against Lessor and its insurers by the Lessee and its insurers, as well as a waiver of subrogation against Lessor and its insurers. All insurance required by this Master Agreement is primary and non-contributory to any other insurance maintained by Lessor. Lessee shall provide to Lessor (i) on or prior to the delivery date for each Schedule ("Delivery Date"), and from time to time thereafter throughout the Rental Term of each Schedule, certificates of insurance evidencing such insurance coverage, and (ii) upon Lessor's request, copies of the insurance policies. If Lessee fails to provide Lessor with such evidence, then Lessor will have the right, but not the obligation, to purchase such insurance protecting Lessor at Lessee's expense. Lessee's expense shall include the full premium paid for such insurance and any customary charges, costs or fees of Lessor, including but not limited to deductibles and retentions in the event of loss. Lessee agrees to pay such amounts in substantially equal installments allocated to each Rent payment.

9. CASUALTY LOSS. Lessee shall notify Lessor of any condemnation, taking, loss, destruction, theft or damage beyond repair of Equipment ("Casualty Loss") or repairable damage to any Equipment not later than five (5) days following the date of any such occurrence. In the event any Casualty Loss shall occur, on the next Rent payment date Lessee shall pay Lessor the Stipulated Loss Value of the Equipment suffering the Casualty Loss. In the event of any repairable damage to any Equipment, the Rental Term shall continue with respect to such Equipment without any abatement of Rent and Lessee shall at its expense cause such Equipment to be repaired to the condition it is required to be maintained in pursuant to Section 5 not later than thirty (30) days from the date of the occurrence.

10. INSPECTION. Lessor and Lessor's agents shall have the right, from time to time, with prior notice to Lessee, during Lessee's normal business hours, and without disruption to Lessee's operations, to enter the premises where the Equipment is located for the purpose of inspecting the Equipment.

11. TAXES. Lessor shall report and pay all license and registration fees and all taxes, fees, levies, imposts, duties, assessments, charges and withholdings of any similar nature, however designated (including, any value added, transfer, sales, use, gross receipts, business, occupation, excise, personal property, real property, stamp or other taxes) ("Taxes") now or hereafter imposed or assessed by governmental body, agency or taxing authority upon the purchase, ownership, delivery, installation, leasing, rental, use or sale of the Equipment, the Rent or other charges payable hereunder, or otherwise upon or in connection with any Schedule, whether assessed on Lessor or Lessee, other than any such Taxes required by law to be reported and paid by Lessee ("Lessee Taxes"). Lessee shall within ten (10) days of receipt of invoice reimburse Lessor for all such Lessee Taxes paid by Lessor, together with any penalties or interest in connection therewith attributable to Lessee's acts or failure to act, excluding: (a) Lessee Taxes on or measured by the overall gross or net income of Lessor, (b) as to any Schedule or the related Equipment, Lessee Taxes attributable to the period after the return of such Equipment to Lessor, and (c) Lessee Taxes imposed as a result of a sale or other transfer by Lessor of any portion of its interest in any Schedule or in any Equipment, except for a sale or other transfer to Lessee or a sale or other transfer occurring after and during the continuance of any Lessee Default.

12. GENERAL INDEMNITY. To the extent permitted by applicable law, Lessee shall indemnify, defend, and hold harmless Lessor, its employees, officers, directors, agents and assignees from and against any and all claims arising out of or in connection with any matter involving this Master Agreement, the Equipment, or any Schedule.

13. TAX BENEFIT INDEMNITY. Lessor and Lessee agree that Lessor is entitled to certain federal, state and local tax benefits available to an owner of Equipment (collectively, "Tax Benefits"). Lessee represents, warrants, and covenants to Lessor that (a) all Equipment will be used solely within the United States; and (b) Lessee will take no position inconsistent with the assumption that Lessor is the owner of the Equipment for federal, state, and local tax purposes. If, due to any act or omission of Lessee or any party acting through Lessee, or the breach or inaccuracy of any representation, warranty or covenant of Lessee contained the Master Agreement, Lessor reasonably determines that it cannot claim, is not allowed to claim, loses or must recapture any or all of the Tax Benefits otherwise available with respect to the Equipment subject to any Schedule (a "Tax Loss"), then Lessee shall, promptly upon demand pay to Lessor an amount sufficient to provide Lessor the same after-tax rate of return and aggregate after-tax cash flow through the end of the then-applicable Rental Term of such Schedule that Lessor would have realized but for such Tax Loss except where the Lessor would not be entitled to such Tax Benefits.

14. LIMITATION OF LIABILITY. LESSEE EXPRESSLY AGREES THAT LESSOR SHALL NOT BE LIABLE UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER; DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT; LOSS OF PROFITS OR REVENUE; LOSS OF USE OF LESSEE'S MATERIAL, EQUIPMENT OR SYSTEMS; INCREASED COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CAPITAL COST, OR CLAIMS OF CUSTOMERS OF LESSEE. LESSEE EXPRESSLY AGREES THAT THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND THAT UNDER NO CIRCUMSTANCES SHALL THE TOTAL AGGREGATE LIABILITY OF LESSOR UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING

NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO LESSOR UNDER THIS MASTER AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL PREVAIL OVER ANY CONFLICTING OR INCONSISTENT PROVISIONS SET FORTH ELSEWHERE IN THIS MASTER AGREEMENT.

15. LESSEE REPRESENTATIONS AND COVENANTS. Lessee represents, warrants and covenants to Lessor that as of the date of this Master Agreement and for so long as this Master Agreement shall remain in effect: (a) all Equipment will be used by properly trained representatives of Lessee; (b) Lessee is duly organized and validly existing under applicable law in its jurisdiction of formation; (c) Lessee has the power and authority to enter into this Master Agreement; (d) the execution, delivery and performance of the Master Agreement by Lessee have been duly authorized; (e) the execution, delivery and performance of the Master Agreement by Lessee do not (1) conflict with any of Lessee's organizational documents, (2) contravene, conflict with, constitute a default under or violate any laws applicable to the Lessee, (3) contravene, conflict or violate any applicable order, writ, judgment, injunction, decree, determination or award of any governmental authority by which Lessee or any of its subsidiaries or any of their property or assets may be bound or affected or (4) require any action by, filing, registration, or qualification with, or governmental approval from, any governmental authority not already obtained or completed; (f) the Master Agreement is enforceable against Lessee in accordance with its terms and such terms do not violate or create a default under any instrument or agreement binding on Lessee; (g) as of the date of its execution of this Master Agreement and as of the Delivery Date of any Equipment, there are no pending or threatened actions or proceedings before any court, administrative agency or other governmental authority related to this Master Agreement or the power or authority of Lessee to enter into this Master Agreement; (h) Lessee shall comply with the requirements of all applicable laws and regulations; (i) the Master Agreement shall be effective against all creditors of Lessee under applicable law, including fraudulent conveyance and bulk transfer laws, and shall raise no presumption of fraud; (j) all financial statements and other related information furnished by Lessee shall fairly present Lessee's financial position as of the dates given on such statements; (k) Lessee's name set forth in the signature block below is Lessee's full and accurate legal name; (l) Lessee's form and jurisdiction of organization, "location" (within the meaning of UCC Section 9-307), organization number and federal tax identification number are as set forth on Exhibit D hereto. Lessee agrees to provide Lessor advance written notice of any change in any of the representations and covenants set forth in clauses (g) through (l) of this Section 15.

16. FORCE MAJEURE. If the performance of any obligation under this Agreement by Lessor is prevented, restricted, or interfered with by reason of war, civil commotion, disruption in the supply chain, acts of public enemies, blockade, embargo, strikes, any law, order, proclamation, regulation, ordinance, demand, or requirement having a legal effect of any government or any judicial authority or representative of any such government, which is beyond the reasonable control of the Lessor, then the Lessor shall, upon giving prior written notice to the Lessee, be excused from such performance to the extent of such prevention, restriction, or interference, provided that the Lessor shall use reasonable commercial efforts to avoid or remove such causes of non-performance and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. The Lessor shall not be in default if any delay or failure to perform any obligation hereunder is caused by events beyond such party's control.

17. DEFAULT. Any of the following shall constitute a default by Lessee under this Master Agreement and all Schedules: (a) Lessee fails to pay any Rent payment or any other amount payable to Lessor under this Master Agreement or any Schedule on the date due; or (b) Lessee defaults on or breaches any of the other terms and conditions of the Master Agreement or any Schedules; or (c) any representation or warranty made by Lessee in the Master Agreement proves to be incorrect, false or misleading when made or deemed made; or (d) any change occurs in relation to the business, management, ownership or financial condition of Lessee or any guarantor of all or any portion of Lessee's obligations under the Master Agreement or any Schedule ("Guarantor") that would have a material adverse effect on Lessee's ability to perform its obligations under this Master Agreement or any Schedule or Guarantor's ability to perform its obligations under its guaranty; or (e) Lessee or Guarantor dissolves or otherwise terminates its existence, ceases to do business or becomes insolvent or fails generally to pay its debts as they become due; or (f) any Equipment is levied against, seized or attached; or (g) Lessee or Guarantor makes an assignment for the benefit of creditors; or (h) a proceeding under any bankruptcy, reorganization, arrangement of debt, insolvency or receivership law is filed by or against Lessee or Guarantor (and, if such proceeding is involuntary, it is not dismissed within sixty (60) days after the filing thereof) or Lessee or Guarantor takes any action to authorize any of the foregoing matters; or (i) any letter of credit or guaranty issued in support of a Schedule is revoked, breached, cancelled or terminated (unless consented to in advance in writing by Lessor); or (j) any Guarantor fails to fulfill its obligations in favor of Lessor pursuant to its guaranty; or (k) Lessee merges or consolidates with any other corporation or entity, or sells, rents or disposes of all or substantially all of its assets without the prior written consent of Lessor (each a "Lessee Default").

18. REMEDIES. If a Lessee Default occurs, Lessor may, in its sole discretion, exercise one or more of the following remedies: (a) declare all amounts due and to become due in the current year under any or all Schedules to be immediately due and payable; (b) terminate this Master Agreement or any Schedule; (c) take possession of, or render unusable, any Equipment wherever such Equipment may be located, without demand or notice and without any court order or other process of law, and no such action shall constitute a termination of any Schedule; (d) require Lessee to deliver the Equipment to a location specified by Lessor or allow Lessor access to retrieve such Equipment; (e) terminate any other agreement that Lessor may have with Lessee; or (f) exercise any other right or remedy available to Lessor at law or in equity. To the extent permitted by law, Lessee shall pay Lessor all costs and expenses that Lessor may incur to maintain, safeguard or preserve the Equipment, and other expenses incurred by Lessor in enforcing any of the terms, conditions or provisions of this Master Agreement (including legal fees and collection agency costs). Upon repossession or surrender of any Equipment, Lessor may rent, sell or otherwise dispose of the Equipment in a commercially reasonable manner, with or without notice and at public or private sale, and apply the net proceeds thereof to the amounts owed to Lessor hereunder. Any proceeds of any sale or rent of such Equipment in excess of the amounts owed to Lessor hereunder shall be retained by Lessor. Lessee agrees that with respect to any notice of a sale required by law to be given, ten (10) days' notice shall constitute reasonable notice. Upon payment of all past due Rent and the Stipulated Loss Value together with interest at the rate of 1.5% per month (or such lesser rate as is the maximum rate allowable under applicable law) from the date declared due until paid, Lessor will transfer to Lessee all of Lessor's interest in the Equipment for which such Rent and Stipulated Loss Value has been paid, which transfer shall be on an "AS IS, WHERE IS" basis, without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or

through Lessor. With respect to any exercise by Lessor of its right to recover and/or dispose of any Equipment, Lessee acknowledges and agrees as follows: (1) Lessor shall have no obligation, subject to the requirements of commercial reasonableness, to clean-up or otherwise prepare the Equipment for disposition, (2) Lessor may comply with any applicable state or Federal law requirements in connection with any disposition of the Equipment, and any actions taken in connection therewith shall not be deemed to have adversely affected the commercial reasonableness of any such disposition, and (3) Lessor may convey the Equipment on an "AS IS, WHERE IS" basis, and without limiting the generality of the foregoing, may specifically exclude or disclaim any and all warranties, including any warranty of title or the like with respect to the disposition of the Equipment, and no such conveyance or such exclusion or such disclaimer of any warranty shall be deemed to have adversely affected the commercial reasonableness of any such disposition. These remedies are cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise and may be enforced concurrently or separately from time to time.

19. TRUE LEASE; SECURITY INTEREST. LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES OTHERWISE GRANTED TO LESSEE BY UCC §§2A-508 THROUGH 2A-522 AS DEEMED APPLICABLE. If and to the extent that this Master Agreement is deemed a security agreement, Lessee hereby grants to Lessor, its successors and assigns, a security interest in all of Lessee's rights under and interest in the Equipment, all additions to the Equipment, and all proceeds of the foregoing. Such security interest secures all obligations owing by Lessee to Lessor. Lessee authorizes Lessor and any assignee of all or any portion of Lessor's interest in the Master Agreement ("Assignee") to file UCC financing statements disclosing Lessor's or Assignee's interest in the Equipment and in any "Additional Collateral" set forth in any Schedule. Lessee shall provide Lessor with at least forty-five (45) days' prior written notice of any change to Lessee's principal place of business, organization or incorporation.

20. ASSIGNMENT. Lessee shall not transfer, sublease, or assign any of its rights or obligations under the Master Agreement or any schedule.

21. TERMINATION. The Lessor may terminate this Agreement or any Schedule with thirty (30) days' prior written notice, if the Lessee fails to meet its obligations under this Agreement or any Schedule, such as failure to make payments when due. The thirty (30) day period following the written notice shall serve as cure period and if such failure of Lessee to meet its obligations is not cured during this time, then this Agreement or any applicable Schedule shall be immediately terminated pursuant to Sections 4 and 5 of this Agreement.

22. NOTICES. All notices required or permitted to be given under this Master Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or mailed via certified mail or a nationally recognized overnight courier service to the respective addresses set forth on Exhibit D hereto (or such other address or fax number as either party shall so notify the other).

23. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL. This Master Agreement and each Schedule shall be governed by the internal laws (as opposed to conflicts of law provisions) of the Commonwealth of Massachusetts. Lessor and Lessee consent to the jurisdiction of any local, state or Federal court located within the Commonwealth of Massachusetts and waive any objection relating to improper venue or forum non-conveniens to the conduct of any proceeding in any such court. Lessee and Lessor hereby expressly waive its right to a jury trial with respect to any action in connection with this Master Agreement.

24. CREDIT REVIEW AND ASSURANCES. Lessee consents to credit reviews by Lessor. Lessee agrees to promptly execute and deliver to Lessor such further documents and take such further action as Lessor may reasonably request in order to carry out the intent and purpose of this Master Agreement more effectively. Without limiting the generality of the foregoing, Lessee agrees (i) to furnish to Lessor from time to time, its certified financial statements, officer's certificates and appropriate resolutions, opinions of counsel and such other information and documents as Lessor may reasonably request, and (ii) to execute and timely deliver to Lessor any documents that Lessor deems reasonably necessary under applicable law to perfect or protect Lessor's security interest in the Equipment or to evidence Lessor's ownership interest therein as the case may be; provided, however, that Lessee authorizes Lessor to file any such financing statement or any amendment or continuation thereof or other document without Lessee's authentication to the extent permitted by applicable law; provided, however, Lessor agrees to file a release or termination of any such financing statement within thirty (30) days after the end of the total term for such Equipment. It is also agreed that Lessor or Lessor's agent may, and is hereby authorized to, file as a financing statement, any rent document (or copy thereof, where permitted by law) that Lessor deems appropriate to perfect or protect Lessor's security interest in the Equipment or to evidence Lessor's ownership interest therein, at Lessor's cost and expense; provided, however, Lessor agrees to file a release or termination with respect to such financing statement or rent document within thirty (30) days after the end of the total term for such Equipment.

25. ENTIRE AGREEMENT; AMENDMENTS. This Master Agreement and all attachments including all Schedules together constitute the entire agreement between Lessor and Lessee relating to the leasing of the Equipment, and supersedes all prior agreements relating thereto, whether written or oral, and may not be amended or modified except in a writing signed by the parties hereto.

26. NO WAIVER. Any failure of Lessor to require strict performance by Lessee, or any written waiver by Lessor of any provision hereof, shall not constitute consent or waiver of any other breach of the same or any other provision hereof.

27. INVALIDITY. If any provision of this Master Agreement shall be prohibited by or invalid under law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Master Agreement and any such Schedule.

28. COUNTERPARTS. This Master Agreement may be executed in counterparts, and, when so executed, each counterpart shall be deemed to be an original and such counterparts together shall constitute one and same instrument. The original of each Schedule shall constitute chattel paper for purposes of the UCC. If there are multiple originals of a Schedule, the one marked "Lessor's Copy" or words of similar import shall constitute the only chattel paper.

29. SURVIVAL. All obligations of Lessee to make payments to, or to indemnify, Lessor and all rights of Lessor shall survive the cancellation or termination of this Master Agreement.

30. NON-APPROPRIATION. If Lessee is a state and/or a local government, Lessee represents that it has funds available to pay Rent until the end of its then-current appropriation period, and that Lessee intends to request funds to make payments in each appropriation period from now until the end of the Rental Term. If either sufficient funds are not appropriated to make payments or any other amounts due under a Schedule (to the extent required by applicable law) is not renewed either automatically or by mutual ratification, the Schedule shall terminate and Lessee shall not be obligated to make payments under this Master Agreement or the Lease beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Lessee shall, no later than the end of the fiscal year for which payments have been appropriated or the term of this Lease has been renewed, deliver possession of the Equipment to Lessor in accordance with the provisions set forth in Section 5 of this Agreement with the exception that Equipment shall be returned within fourteen (14) days.

IN WITNESS WHEREOF, Lessee and Lessor have executed this Master Agreement on the dates specified below.

LESSEE: River Forest Fire Department

LESSOR: ZOLL MEDICAL CORPORATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
FORM OF EQUIPMENT SCHEDULE

Internal Reference Number: Q-48440 V1

MASTER AGREEMENT SCHEDULE – No. 1

ZOLL Medical Corporation (“Lessor”) and River Forest Fire Department (“Lessee”) are parties to the Master Agreement. This Master Agreement Schedule (which shall be identified by the Counterpart Number specified above) and the Master Agreement together comprise a separate Lease between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE SCHEDULE.

A. Description of Items of Leased Equipment are listed in Exhibit 1 hereto.

B. Rental Term: 120 Months

2. Rent Amount: \$19,939.29 starting Net 30 days (excluding any applicable taxes)

***First Payment due on or before June 15, 2023, and then annual thereafter.

Amount is payable: in arrears: ☐ monthly ☐ quarterly ☒ annually (check one)

Lessee shall pay Lessor the Rent payment specified above for the length of the Rental Term within thirty (30) days after the delivery of the Equipment and monthly, quarterly or annually as set forth above, thereafter on the same date or on the last day of the calendar month if the month does not contain the same Delivery Date.

As used herein, “Replacement Period” shall mean the first 60 months of the Rental Term. Prior to the expiration of the Replacement Period, Lessee shall have the option to elect a one-time replacement of all the Equipment in a category. The replacement devices will be of the same configuration, in new condition and will be the same or newer platform. For example, if Lessee has leased ten defibrillators and ten ventilators, Lessee may elect to replace all ten defibrillators and all ten ventilators, all ten defibrillators and no ventilators or no defibrillators and all ten ventilators, but Lessee shall not be permitted to replace five defibrillators and/or five ventilators. If Lessee replaces Equipment, a second allotment of accessories and disposables will be provided, in the same quantity as the original Schedule, within ninety (90) days of the end of the Replacement Period. If accessories or disposables are not on the original quote and applicable Schedule, then the Lessee shall be financially responsible for new accessories and/or disposables.

For subsequent Equipment Schedules placed for new orders under the Master Agreement (“Subsequent Schedules”), the Replacement Period for such Subsequent Schedules will be adjusted to align with the end of the Replacement Period for the first Master Agreement Schedule. For example, if the Rental Term of the first Schedule is from 01/2025 to 12/2034, then the Replacement Period for such Schedule would expire on 12/2029. If a Subsequent Schedule is entered into with a Rental Term from 05/2027 to 12/2034 because it would be coterminous with the Master Agreement and the Replacement Period for such Subsequent Schedule would still expire on 12/2029 (i.e., the Replacement Period expiration date aligns with the first Schedule). No Subsequent Schedules shall be granted under the Master Agreement after the Replacement Period ends.

3. LEASE PACKAGE:

Lessee will return the Equipment under this program as set forth in Section 5 of the Master Agreement at the expiration or earlier termination of the Rental Term, whichever occurs first.

4. EQUIPMENT LOCATION:

Equipment location shall be as set forth on Attachment 1 of this Schedule.

5. LESSEE’S END-OF-LEASE-TERM.

Fair Market Value. This program package is structured as a Fair Market Value agreement. Upon expiration of the Rental Term, provided that the associated Schedule has not been terminated early by Lessor or Lessee in accordance with the terms set forth in the Master Agreement, Lessee may purchase all (but not less than all) of the Equipment, for the Fair Market Value as set forth in Section 8 of the Master Agreement (plus all applicable Taxes), which amount shall be due and payable on or before the last day of the applicable Rental Term. If the Lessee fails to return the Equipment, Lessee shall be liable to return the Equipment in accordance with Section 5 of the Master Agreement. In the event Lessor and Lessee are unable to agree on the Fair Market Value of any Equipment, Lessor may (a) select an independent appraiser in its sole discretion to conclusively determine such amount with the cost of the appraiser paid by Lessor or (b) terminate the Schedule and request Lessee to return Equipment in accordance with Section 5 of the Master Agreement.

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN ATTACHMENT 1 OF THIS SCHEDULE. SUCH LEASE WILL BE GOVERNED BY THE MASTER AGREEMENT AND THIS SCHEDULE, INCLUDING THE TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS OF THIS SCHEDULE SHALL GOVERN.

IN WITNESS WHEREOF, Lessee and Lessor have executed this Master Agreement Schedule on the dates specified below.

LESSEE: River Forest Fire Department

LESSOR: ZOLL MEDICAL CORPORATION

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date: _____

Date: _____

ATTACHMENT 1 OF SCHEDULE

EQUIPMENT LIST

Item	Part Number	Description	Quantity
1	601-2231111-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, CPR Expansion Pack	2
2	8300-000676	OneStep Cable, X Series	2
3	8009-0020	CPR-D-padz and CPR Stat Padz Connector for R Series	2
4	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	2
5	8000-001392	Masimo rainbow® RC-4 - 4FT, Reusable EMS Patient Cable	8
6	8000-000371	rainbow® DCI® SpO2/SpCO/SpMet Adult Reusable Sensor with connector (3 ft)	8
7	8000-0580-01	Six hour rechargeable Smart battery	4
8	8707-000502-01	X Series Accessory Carry Case - Printer Chute with Single Zipper	2
9	8778-89044-WF	X Series - Worry-Free Service Plan	2
10	8200-000100-01	Single Bay Charger for the SurePower and SurePower II batteries	2
11	8400-110045	CaseReview Premium Subscription, R Series and X Series, Hosted	2
12	7800-0414-61	LP 15 12-Lead Version 4 Trade In Allowance	1
13	6008-9901-61	ZOLL X Series Trade In Allowance (EMS Group)	1

EXHIBIT B

ALS/BLS Software Solutions Master Application Service Provider Agreement

1. Schedules. Lessor shall provide to Lessee the ASP Services, Implementation Services and Support Services identified in any Schedule under the ZOLL One Program Master Agreement (“Master Agreement”) in accordance with the terms of this ALS/BLS Software Solutions Master Application (“ASP Agreement”). ASP Services are further defined in Section 2. Implementation Services are further defined in Section 3. Support Services are further defined in Section 4. The ASP Services, Implementation Services, and Support Services are each, and are collectively, “**Services**.” The terms and conditions set forth in this ASP Agreement shall only apply to Equipment leased under the associated Schedule and the Master Agreement. For the sake of clarity, these terms and conditions do not apply to any Lessor patient care reporting software, which would be purchased under a separate agreement.

2. ASP Services. “ASP Services” means the hosting and maintenance of Lessor software, as modified, updated, and enhanced (the “**Underlying Software**”), for remote electronic access and use by Registered Users on the website with a unique URL to be provided by Lessor to Lessee (the “**Lessor Site**”) in substantial conformity with the instructions for use, documentation and users manuals from time-to-time provided by Lessor (the “**Documentation**”), as listed in any Schedule for such services and before that Schedule has expired or been terminated in accordance with the Master Agreement. Lessee acknowledges that the ASP Services are only compatible with Lessor equipment that has been enabled and configured for use with the ASP Services in accordance with the Documentation and only with the browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation.

2.1. Provision of ASP Services. Subject to the terms and conditions of the Master Agreement, Lessor will use commercially reasonable efforts to make the ASP Services available to Lessee and Lessee’s employees, directors, principals, partners, consultants and agents authorized to use ASP Services on behalf of Lessee and registered through the Lessor Site for such use (“**Registered Users**”) through the Lessor Site over normal network connections in accordance with the Documentation, excepting downtime due to necessary maintenance and troubleshooting. Lessee, not Lessor, shall be responsible for controlling Registered Users and protection of confidentiality of its login identifications and passwords. Lessee acknowledges that (i) it is responsible for maintaining its interface and connectivity to the ASP Services and (ii) any facilities used for provision of the ASP Services may be owned or operated by Lessor, or a Lessor affiliate or a third party, or any combination of such facilities, as determined by Lessor. Lessee acknowledges that Lessor may modify and upgrade the ASP Services, on an ongoing basis, to improve or adapt the ASP Services. Without limiting the foregoing, Lessor will have the right, in its sole discretion, to develop, provide and market new, upgraded or modified ASP Services to Lessee, including adding, removing or modifying the functionality or features of the ASP Services accessible by Registered Users. Lessor will use commercially reasonable efforts to notify Lessee within a reasonable period of time prior to the implementation of such changes so that Lessee is reasonably informed of alterations to the ASP Services that will affect the ASP Services and Lessee’s use of them. Notwithstanding anything to the contrary in the Master Lessor may cease providing any ASP Services upon at least six months advance notice to Lessee.

2.2. Access Software. Subject to the terms and conditions of this ASP Agreement, Lessor grants to Lessee, during the Term, a non-exclusive, non-transferable, non-sublicensable license for Registered Users to access and use the ASP Services using the Lessor software that Registered Users may download at the Lessor Site to access the ASP Services, as modified, updated and enhanced (the “**Access Software**”), each as made available to Lessee through the Lessor Site, solely for Lessee’s internal business purposes and solely in accordance with the Documentation. Access Software and Underlying Software are, collectively, the “**Software**.”

2.3. Restrictions. Lessee shall not, and shall not permit any third party to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the ASP Services, Software or Documentation; (b) merge the ASP Services, Software or Documentation with other software or services; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to the ASP Services, Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the Source Code for the ASP Services or Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the ASP Services, Software or Documentation; or (f) otherwise use or copy the ASP Services, Software or Documentation in any manner not expressly permitted by the Master Agreement. Lessee agrees not to use the ASP Services in excess of its authorized login protocols. Lessee shall immediately notify Lessor of any unauthorized use of Lessee’s login ID, password or account or other breach of security. If Lessee becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this section, Lessee will, and will cause Registered Users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity including: (i) discontinuing and limiting any improper access to any data; (ii) preventing any use and disclosure of improperly obtained data; (iii) destroying any copies of improperly obtained data that may have been made on their systems; (iv) otherwise attempting to mitigate any harm from such events; and (v) immediately notifying Lessor of any such event so that Lessor may also attempt to remedy the problem and prevent its future occurrence.

2.4. Service Level Targets.

2.4.1. Downtime. “Downtime,” expressed in minutes, is any time the ASP Services are not accessible to Registered Users.

2.4.2. Planned Downtime. “Planned Downtime” is Downtime during which ASP Services may not be available in order for Lessor to continue to provide commercially reasonable services, features and performance to its customers. Planned Downtime includes, but not limited to: (a) Standard Maintenance; and (b) Emergency Maintenance. “Standard Maintenance” is performed when upgrades or system updates are desirable. “Emergency Maintenance” is performed when a critical system update must be applied quickly to avoid significant Downtime. Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. in Broomfield, Colorado. Lessor will provide Lessee with notice at least 24 hours in advance of Standard Maintenance.

2.4.3. Excused Downtime. “Excused Downtime” time is Downtime caused by: (a) services, software or hardware provided by anyone or any entity other than Lessor, (b) software, services or systems operating outside of a Lessor Site, including any software or systems operating on a Lessee’s premises (including Lessor software); (c) a Force Majeure Event or (d) Lessee’s failure to comply with its obligations under the Master Agreement or use of the ASP Services in ways that were not intended.

2.4.4. Unplanned Downtime. Unplanned Downtime in a calendar month is expressed as a percentage calculated as follows:

$$\frac{(\text{Downtime} - (\text{Planned Downtime} + \text{Excused Downtime}))}{\text{Total number of minutes in the calendar month}} \times 100 = x\%, \text{ where “x” is Unplanned Downtime.}$$

2.4.5. Unplanned Downtime Goal. Lessor endeavors to provide the ASP Services such that there is less than 1% of Unplanned Downtime in a calendar month (the “**Unplanned Downtime Goal**”). The ASP Services covered by the Unplanned Downtime Goal are those for which Lessee has paid all Fees when due and is using in the course of carrying out its normal business operations in accordance with this ASP Agreement and the Master Agreement.

2.4.6. Revocation of Administrative Rights. Notwithstanding anything to the contrary in this ASP Agreement, Lessor may revoke administrative rights, including database access rights, if the use of any such rights results in Downtime.

2.4.7. Lessee Content; Security.

2.4.7.1. Lessee Content. As between Lessor and Lessee, Lessee will retain all right, title and interest in and to all data, information or other content provided by Lessee in its use of the ASP Services (“**Lessee Content**”); *provided, however*, that Lessor may de-identify Lessee Content and use it for any lawful purpose not prohibited by HIPAA.

2.4.7.2. Security. Subject to Lessee's obligations under this ASP Agreement, Lessor will implement commercially reasonable security measures within the ASP Services in an attempt to prevent unlawful access to Lessee Content by third parties. Such measures may include, where appropriate, use of updated firewalls, commercially available virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches and virus definitions.

2.4.7.3. Retention of Lessee Content. Although Lessor will use commercially reasonable efforts to maintain the integrity of the Lessee Content, to back up the Lessee Content, and to provide full and ongoing access to the ASP Services, loss of access to the ASP Services and loss of Lessee Content may occur. Lessee will be responsible for compliance with all records retention requirements applicable to Lessee. Lessor will not be responsible for any loss, corruption of or inaccessibility of the Lessee Content due to interruption in the ASP Services or otherwise arising out of circumstances not within Lessor's control.

2.4.7.4. Availability of Lessee Content. It is Lessee's responsibility to maintain any Lessee Content that it requires for archival purposes, ongoing management of its operations and compliance with applicable records retention requirements. Unless specified otherwise in the Master Agreement, Lessor will store Lessee Content, other than Inactive Lessee Content as defined below (the "**Active Lessee Content**"), in Lessor's working data set until the earlier of (i) five years (calculated from the date of creation of such Lessee Content, or Lessor's receipt of such Lessee Content, whichever is later) or (ii) the expiration or termination of this ASP Agreement or the Schedule under which such Active Lessee Content was stored (the "**Active Retention Period**"). Upon the expiration of the Active Retention Period, Lessor will notify Lessee in writing and will provide Lessee the option, which Lessee shall exercise by informing Lessor in writing, within 30 days of receiving the notice, that either (a) Lessee wishes to receive Active Lessee Content in a database determined by Lessor in its sole and absolute discretion (a "**Database**"), or (b) Lessee will pay Lessor, at Lessor's then-current storage rates and upon Lessor's then-current terms and conditions, to continue to store the Active Lessee Content. If Lessee fails to exercise one of the foregoing options within such 30-day period, Lessor will have the right to destroy the Active Lessee Content. During the time Lessor stores Lessee Content for Lessee hereunder, Lessor may periodically identify Lessee Content that has had no activity associated with it for at least 180 days ("**Inactive Lessee Content**") and will notify Lessee in writing of its intent to remove the Inactive Lessee Content from Lessor's working data set and destroy such data, unless Lessee requests, in writing, within 30 days of receiving the notice from Lessor, that either (z) Lessee wishes to receive the Inactive Lessee Content in a Database, or (y) Lessee will pay Lessor, at Lessor's then-current storage rates and upon Lessor's then-current terms and conditions, to continue to store such Inactive Lessee Content. If Lessee fails to exercise one of the foregoing options within such 30-day period, Lessor will have the right to destroy the applicable Inactive Lessee Content in its possession or under its control. Except for this [Section 3.4.7.4](#), the terms of [Section 3.4](#) (including, without limitation, the Unplanned Downtime Goal) do not apply to Lessee's access of Inactive Lessee Content. Lessee represents, warrants and agrees that it (A) is solely responsible for determining the retention period applicable to it with respect to Lessee Content maintained by Lessor; (B) has consulted with or has had the opportunity to consult with legal, information governance or records management professionals; and (C) is not relying upon Lessor to assist with determining the records maintenance or retention requirements applicable to it.

2.4.8. Modifications. Changes to this [Section 2.4](#) may be made from time to time at Lessor's sole discretion. Lessee will be notified of any such changes that are material.

3. Implementation Services. Lessor shall provide ASP Services implementation, training and any related services identified in a Schedule (the "**Implementation Services**"). Lessee shall, in a timely manner and at its own expense, cooperate and provide or make available to Lessor access to the Lessee's premises, systems, telephone, terminals and facsimile machines and all relevant information, documentation and staff reasonably required by Lessor to enable Lessor to perform the Implementation Services. Lessee acknowledges that any time frames or dates for completion of the Implementation Services set out in a Schedule are estimates only and the ability to meet them is influenced by a range of factors including, without limitation, response times and level of cooperation of Lessee. Any obligations as to time are therefore on a "reasonable efforts" basis only and Lessor shall not be liable for failure to meet time frames or completion dates unless solely due to Lessor's gross negligence.

4. Support Services. Lessor shall provide the following Support Services for ASP Services, except that Lessor will have no obligation to provide such Support Services if any payments are past due.

4.1. Support.

4.1.1. Emergency Support. Lessor shall provide telephone support to Lessee for 24 hours a day, 7 days a week, to address Errors that prevent Lessee from using Supported ASP Services for a purpose for which Lessee has an immediate and material need. "**Supported ASP Services**" means the ASP Services for which Lessee has paid the then-current Fees. "**Supported Environment**" means a browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation. "**Error**" means a reproducible defect in the Supported ASP Services when operated in accordance with the Documentation in a Supported Environment that causes the Supported ASP Services not to operate substantially in accordance with such Documentation.

4.1.2. Technical Support. Lessor shall provide telephone support to Lessee during 6 a.m. to 6 p.m. Eastern Time, Monday to Friday, excluding Lessor holidays ("**Business Hours**") to address all other Errors relating to any Supported ASP Services. Such telephone support will include (i) clarification of functions and features of the Supported ASP Services; (ii) clarification of the Documentation; (iii) guidance in operation of the Supported ASP Services; (iv) assistance in identifying and verifying the causes of suspected Errors in the Supported ASP Services; and (v) advice on bypassing identified Errors in the Supported ASP Services, if reasonably possible. Responses to such reporting shall be provided at a minimum within twenty-four (24) hours during Business Hours.

4.1.3. Resolution. Lessor shall use commercially reasonable efforts to provide a modification or workaround to Supported ASP Services that resolves an Error in all material respects ("**Resolution**").

4.1.4. Expenses. Support Services provided hereunder shall be provided from Chelmsford, Massachusetts or Broomfield, Colorado, as determined in Lessor's sole discretion. Should Lessee request that Lessor send personnel to Lessee's location to resolve any Error in the Supported ASP Services, Lessor may charge Lessee a fee of \$2,500 for each day Lessor personnel is at Lessee's location.

4.1.5. Exceptions. Lessor shall have no responsibility under this ASP Agreement to fix any Errors arising out of or related to the following causes: (a) Lessee's modification or combination of the Access Software (in whole or in part), (b) use of the Supported ASP Services in an environment other than a Supported Environment; or (c) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by Lessor; excessive heating; fire and smoke damage; operation of the Supported ASP Services with other media and hardware, software or telecommunication interfaces; or causes other than ordinary use. Any corrections performed by Lessor for such Errors shall be made, in Lessor's reasonable discretion, at Lessor's then-current time and material charges. Lessor will provide the Support Services only for the most current release and the one immediately preceding major release of any Access Software. Notwithstanding anything to the contrary in the Master Agreement, (i) Lessor may cease providing Support Services for any ASP Services upon at least six (6) months advance notice to Lessee of such cessation and (ii) Support Services do not cover Third Party Products or Services (defined below).

4.2. Conditions and Limitations. Lessee shall provide Lessor with access to Lessee's personnel and its equipment. This access must include the ability to remotely access the equipment on which the Supported ASP Services are operating and to obtain the same access to the equipment as those of Lessee's employees having the highest privilege or clearance level. Lessor will inform Lessee of the specifications of the remote access methods available and associated software needed, and Lessee will be responsible for the costs and use of said equipment. Fees for third party software and services are set by the owner of such software.

5. Warranties.

5.1. Implementation Services and Support Services. Subject to Lessee being current with its payments under the Master Agreement, any Implementation Services or Support Services provided to Lessee will be performed with due care in a professional and workmanlike manner. Lessor shall perform the Implementation Services or Support Services again if Lessor was unsuccessfully in completing the Implementation Services and/or Support Services. Lessee

shall notify the Lessor in writing within thirty (30) days following performance of the unsuccessful Implementation Services or Support Services, specifying the nature of the unsuccessful services in reasonable detail.

5.2. ASP Services and Access Software. Subject to the Lessee being current with payments under the Master Agreement, Lessor states with respect to any ASP Services that (i) Lessor has the right to license the Access Software and Documentation and make the ASP Services available to Lessee pursuant to this ASP Agreement and (ii) the ASP Services, when used as permitted and in accordance with the Documentation, will materially conform to the Documentation. Lessor does not warrant that Lessee's use of the ASP Services will be error free or uninterrupted. Lessee will notify Lessor in writing of operating issues with respect to any ASP Services prior to the expiration or termination of the associated Schedule for such ASP Services. If Lessor is unable to provide a correction or workaround pursuant to the terms governing the provision of the ASP Services after using commercially reasonable efforts, Lessor may terminate such Schedule upon written notice to Lessee. Any such correction or workaround shall not extend the term of such Schedule. This Section 5.2 sets forth Lessee's exclusive remedy, and Lessor's entire liability, for operating issues for the ASP Services contained herein.

5.3. Warranty Disclaimers. The remedies for the Software and Services are solely and expressly as set forth in Section 5.1 and Section 5.2 and are expressly qualified, in their entirety, by this Section 5.3. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1 AND SECTION 5.2, (A) THE SOFTWARE AND SERVICES ARE PROVIDED STRICTLY "AS IS", WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN OR ORAL; (B) LESSOR DOES NOT PROMISE THAT THE SOFTWARE OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT THEY ARE SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER, REGISTERED USERS OR ANY THIRD PARTY; AND (C) LESSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE IN TRADE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS ASP AGREEMENT, AND THAT NO WARRANTIES ARE MADE BY ANY OF LESSOR'S LICENSORS OR SUPPLIERS WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES. Lessee acknowledges and agrees that, in entering into this ASP Agreement, it has not relied upon the future availability of any new or enhanced feature or functionality, or any new or enhanced product or service, including, without limitation, updates or upgrades to Lessor's existing products and services. Lessor's performance obligations hereunder are limited to those expressly enumerated herein, and payment for Lessor's performance obligations shall be due as described herein.

6. Confidentiality. Neither party will use any trade secrets, information, or other material, tangible or intangible, that relates to the business or technology of the other party and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information") for any purpose not expressly permitted by this ASP Agreement, and will further disclose the Confidential Information of the party disclosing it ("Disclosing Party") only to the employees or contractors of the party receiving it ("Receiving Party") who have a need to know such Confidential Information for purposes of this ASP Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The ASP Services, Software and Documentation shall be Lessor's Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Software), notwithstanding any failure to mark or identify it as such. The Receiving Party's obligations under this Section 7 with respect to any Confidential Information of the Disclosing Party will terminate when and to the extent the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) necessary for the Receiving Party to enforce its rights under this ASP Agreement in connection with a legal proceeding; or (ii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such disclosure.

7. Indemnification.

7.1. By LESSOR. Lessor will defend, at its own expense, any action against Lessee or its or any of its agents, officers, director, or employees ("Lessee Parties") brought by a third party alleging that any Software or Services infringe any U.S. patents or any copyrights or misappropriate any trade secrets of a third party, and Lessor will pay those costs and damages finally awarded against the Lessee Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Lessee: (a) notifying Lessor promptly in writing of such claim or action; (b) giving Lessor sole control of the defense thereof and any related settlement negotiations; and (c) cooperating with Lessor and, at Lessor's request and expense, assisting in such defense. If any of the Software or Services become, or in Lessor's opinion is likely to become, the subject of an infringement claim, Lessor may, at its sole option and expense, either: (i) procure for Lessee the right to continue using such Software or Services; (ii) modify or replace such Software or Services with substantially similar software or services so that such Software or Services becomes non-infringing; or (iii) terminate this ASP Agreement, in whole or in part. Notwithstanding the foregoing, Lessor will have no obligation under this Section 7.1 or otherwise with respect to any infringement claim based upon: (1) use of any of the Software or Services not in accordance with this ASP Agreement; (2) any use of any Software or Services in combination with products equipment, software, services or data not supplied by Lessor if such infringement would have been avoided but for the combination with other products, equipment, software, services or data; (3) the failure of Lessee to implement any replacements, corrections or modifications made available by Lessor for any Software or Services including, but not limited to, any use of any release of the Software other than the most current release made commercially available by Lessor; (4) any Lessee Content; or (5) any modification of any Software or Services or use thereof by any person other than Lessor or its authorized agents or subcontractors. This Section 8 states Lessor's entire liability and the exclusive remedy for any claims of infringement.

7.2. By Lessee. Lessee shall indemnify, defend and hold Lessor and its agents, officers, directors and employees (the "Lessor Parties") harmless from and against any and all liabilities, losses, expenses, damages and claims (collectively, "Claims") that arise out of the following except to the extent the Claims are due to the gross negligence, intentional misconduct or breach of this ASP Agreement by the Lessor Parties: (i) information provided to any of the Lessor Parties by any of the Lessee Parties; (ii) any of the Lessee Parties' use or misuse of any of the Software or Services, including without limitation in combination with Lessee's software or services or third party software or services; (iii) any modifications made by any of the Lessee Parties to any of the Software or Services; (iv) infringement by any of the Lessee Parties of any third party intellectual property right; (v) Taxes (other than taxes based on Lessor's net income) and any related penalties and interest, arising from the payment of the Fees or the delivery of the Software and Services to Lessee; and (ix) any violation of laws or regulations, including without limitation applicable export and import control laws and regulations in the use of any of the Software or Services, by any of the Lessee Parties.

8. Limitation of Liability. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL LESSOR OR ITS AFFILIATES, SUBCONTRACTORS OR SUPPLIERS, OR ANY OF THEIR OFFICERS OR DIRECTORS, BE LIABLE, EVEN IF ADVISED OF THE POSSIBILITY, FOR: (i) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), (ii) LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR (iii) ANY LOSSES, COSTS OR DAMAGES ASSOCIATED WITH CUSTOMER'S PRODUCTS OR OTHER ELEMENTS INCORPORATED OR USED THEREWITH WHICH WERE NOT PROVIDED BY LESSOR OR WITH RESPECT TO ANY MODIFICATIONS MADE TO THE SOFTWARE OR SERVICES OR MISUSE OF THE SOFTWARE OR SERVICES.

LESSOR'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE PRO-RATED PORTION AMOUNT PAID TO LESSOR BY CUSTOMER FOR THE SOFTWARE AND SERVICES PROVIDED UNDER THIS ASP AGREEMENT DURING THE 12-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. Lessee acknowledges that these limitations reflect the allocation of risk set forth in this ASP Agreement and that Lessor would not enter into this ASP Agreement without these limitations on its liability. Lessee agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. The remedies in this ASP Agreement are Lessee's sole and exclusive remedies. In addition, Lessor disclaims all liability of any kind of Lessor's licensors and suppliers, for third party products or services, and for the actions or omissions of Lessee's representatives.

9. Ownership. All right, title and interest, including but not limited to all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing, in and to the following are the exclusive property of Lessor (or, as the case may be, its subsidiaries, licensors and suppliers): (i) ASP Services, Software, Documentation, and all proprietary technology used by Lessor to perform its obligations under this ASP Agreement; (ii) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that Lessor makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Services; (iii) the fully compiled version of any of the foregoing software programs that can be executed by a computer and used without further compilation (the "**Executable Code**"); (iv) the human readable version of any of the foregoing software programs that can be compiled into Executable Code (the "**Source Code**"); and (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing (the "**Lessor Property**"). If any derivative work is created by Lessee from the Software or Services, Lessor shall own all right, title and interest in and to such derivative work. Any rights not expressly granted to Lessee hereunder are reserved by Lessor.

10. Term and Termination.

10.1. Term. The term of this ASP Agreement ("**Term**") begins on the effective date of the associated Schedule incorporating this ASP Agreement and continues until it is terminated. The term of each associated Schedule begins on the effective date of such Schedule and continues until it expires or is terminated.

10.2. Termination. Either party may terminate this ASP Agreement without cause upon thirty (30) days' prior written notice to the other party. Either party may terminate this ASP Agreement if the other party materially defaults in the performance of any of its obligations hereunder and fails to cure such default within twenty (20) days after written notice from the non-defaulting party. This ASP Agreement may not extend beyond the term of the associated Schedule.

10.3. Effects of Termination. Upon expiration or termination of this ASP Agreement for any reason: (a) all amounts, if any, owed to Lessor for ASP Service or the associated Schedule that has expired or been terminated (the "**Expired or Terminated Document**") before such termination or expiration will become immediately due and payable; (b) Lessee's right to access the ASP Services, and all licensed rights granted, in the Expired or Terminated Document will immediately terminate and cease to exist; and (c) Lessee must (i) promptly discontinue all use of any ASP Services provided under the Expired or Terminated Document (ii) erase all copies of Access Software, if any, from Lessee's computers and the computers of its customers and return to Lessor or destroy all copies of such Access Software and related Documentation on tangible media in Lessee's possession and (iii) return or destroy all copies of the Documentation in Lessee's possession or control; (d) each party shall promptly discontinue all use of the other party's Confidential Information disclosed in connection with the Expired or Terminated Document and return to the other party or, at the other party's option, destroy, all copies of any such Confidential Information in tangible or electronic form.

11. General Provisions.

11.1. Compliance with Laws. Lessee shall comply with all applicable laws and regulations, and obtain required authorizations, concerning its use of the ASP Services, including without limitation if applicable all export and import control laws and regulations. Lessee will not use any ASP Services for any purpose in violation of any applicable laws. Lessor may suspend performance if Lessee violated applicable laws or regulations.

11.2. Audits and Inspections. Upon written request from Lessor, Lessee shall furnish Lessor with a certificate signed by, at least, Vice President level executive of Lessee stating that the ASP Services are being used strictly in accordance with the terms and conditions of this ASP Agreement. During the Term and for a period of six months following the termination or expiration of this ASP Agreement, upon prior written notice, Lessor will have the right, during normal business hours, to inspect, or have an independent audit firm inspect, Lessee's records relating to Lessee's use of the ASP Services to ensure it is in compliance with the terms of this ASP Agreement.

11.3. Assignments. Assignment terms are set forth in the Master Agreement and shall also apply to this ASP Agreement.

11.4. U.S. Government End Users. If Lessee is a branch or agency of the United States Government, the following provision applies. The Software and Documentation are composed of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202 1 (JUN 1995) and 227.7202 3 (JUN 1995).

11.5. Notices. All notices, consents, and approvals under this ASP Agreement shall be the same terms as set forth in the Master Agreement.

11.6. Governing Law and Venue; Waiver of Jury Trial. This ASP Agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this ASP Agreement. Any action or proceeding arising from or relating to this ASP Agreement shall be brought in a federal or state court in the Commonwealth of Massachusetts, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. Each party hereby knowingly, voluntarily, and intentionally waives any right it may have to a trial by jury in respect of any litigation arising out of or in connection with this agreement.

11.7. Remedies. Except as otherwise expressly provided in this ASP Agreement, the parties' rights and remedies under this ASP Agreement are cumulative. Lessee acknowledges that the Software and Services are built on valuable trade secrets and proprietary information of Lessor, that any actual or threatened breach hereof will constitute immediate, irreparable harm to Lessor for which monetary damages would be an inadequate remedy, and that Lessor will be entitled to injunctive relief for such breach or threatened breach. Lessee further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach but shall be in addition to all other remedies available at law or equity to Lessor.

11.8. Waivers. Any waiver or failure to enforce any provision of this ASP Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.9. Severability. If any provision of this ASP Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this ASP Agreement will continue in full force and effect. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this ASP Agreement, and this ASP Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

11.10. Independent Contractors. The parties are entering into, and will perform, this ASP Agreement as independent contractors. Nothing in this ASP Agreement will be construed to make either party the agent of the other for any purpose whatsoever, to authorize either party to enter into any contract or assume any obligation on behalf of the other or to establish a partnership, franchise or joint venture between the parties.

11.11. Third Parties. If Lessee engages a third-party provider ("**Third Party Provider**") to deliver products or services, including without limitation software, integrated into or receiving data from or accessing the ASP Services ("**Third Party Products or Services**"), Lessee represents, warrants and agrees that: (i) Lessee is solely responsible for any amounts owed to Third Parties Provider, (ii) Lessor shall have no liability, and makes no representation, with respect to

such Third Party Products or Services; and (iii) the Third Party Provider shall not be an agent of Lessor. To the extent the ASP Services or Software contains software owned by a third party for which Lessor has a license agreement with a third party, the ASP Services and Software and all rights granted hereunder are expressly limited by and subject to any license agreements Lessor may have for such software.

11.12. Force Majeure. Neither party shall be liable for failure of performance hereunder arising out of causes beyond such party's reasonable control and without such party's fault or negligence, including, but not limited to, failure of its suppliers to timely deliver acceptable parts or services, any act or omission of Lessee that interferes with or impedes Lessor's performance hereunder, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures (a "**Force Majeure Event**").

11.13. Amendment; No Third-Party Beneficiaries; Survival. This ASP Agreement may not be amended or changed, or any provision hereof waived except in writing signed by both parties. Any different or additional terms in any purchase order, confirmation or similar form issued or otherwise provided by Lessee but not signed by an authorized representative of Lessor shall have no force or effect. There are no third-party beneficiaries of this ASP Agreement. Those provisions of this ASP Agreement that may be reasonably interpreted as surviving termination of this ASP Agreement or the survival of which is necessary for the interpretation or enforcement of this ASP Agreement shall continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, Section 6 (Confidentiality), Section 7 (Indemnification), Section 8 (Limitation on Liability), Section 9 (Ownership), Section 10.3 (Effects of Termination) and Section 11 (General Provisions). This ASP Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

12. HIPAA. This Section 12 applies if and to the extent that Lessor creates, receives, maintains or transmits, directly or indirectly, any protected health information of Lessee ("PHI") in the course of providing Software or Services to Lessee. Capitalized terms used but not defined in this Section 12 have the meanings assigned to them elsewhere in the ASP Agreement or, if not defined therein, as defined in the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated thereunder, as amended from time to time (such statute and regulations collectively referred to as "**HIPAA**"). "**Covered Entity**" as used herein means Lessee. "**Business Associate**" as used herein means Lessor. The purpose of this Section 12 is to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing PHI and business associates under HIPAA

12.1. Applicability. This Section 12 applies if and to the extent that Business Associate creates, receives, maintains or transmits, directly or indirectly, any PHI in the course of providing Software or Services to Covered Entity.

12.2. Compliance and Agents. Business Associate agrees that, to the extent it has access to PHI, Business Associate will fully comply with the requirements of this Section 12 with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth herein.

12.3. Use and Disclosure; Rights. Business Associate agrees that it shall not use or disclose PHI except as permitted under this ASP Agreement, and in compliance with each applicable requirement of 45 CFR Section 164.504(e). Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this ASP Agreement, (b) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Master Agreement, or (c) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

12.4. Safeguards. Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, as required in 45 C.F.R. §§164.308 - 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this ASP Agreement.

12.5. Minimum Necessary. Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

12.6. Report of Improper Use or Disclosure. Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this ASP Agreement and any security incident of which it becomes aware. Business Associate will, following the discovery of a breach of "**unsecured protected health information**," as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach within 15 days. The notice shall include the identification of each individual whose unsecured protected health information has been or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this ASP Agreement.

12.7. Individual Access. In accordance with an individual's right to access to his or her own PHI in a designated record set under 45 CFR §164.524 and the individual's right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual's representative.

12.8. Amendment of and Access to PHI. Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.

12.9. Accounting. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual's request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.

12.10. DHHS Access to Books, Records, and Other Information. Business Associate shall make available to the U.S. Department of Health and Human Services ("DHHS"), its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity's compliance with HIPAA.

12.11. Individual Authorizations; Restrictions. Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate's use or disclosure of PHI.

12.12. HITECH Act Compliance. Covered Entity and Business Associate agree to comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the "**HITECH Act**"), including all privacy and security regulations issued under the HITECH Act that apply to Business Associate.

12.13. Breach; Termination; Mitigation. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Section 12, Covered Entity and Business Associate shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this ASP Agreement. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

12.14. Return of PHI. Business Associate agrees that upon termination of this ASP Agreement, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate has continued to maintain in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Section 12 to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

12.15. De-identified Health Information. Business Associate may de-identify any and all PHI and may create a “**Limited Data Set**” in accordance with 45 C.F.R. § 164.514(b) & (e). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any purpose not prohibited by HIPAA. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(e).

12.16. Survival. All representations, covenants, and agreements in or under this Section 12 shall survive the execution, delivery, and performance of this ASP Agreement.

12.17. Further Assurances; Conflicts. Each party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this Section 12. The terms and conditions of this Section 12 will override and control any expressly conflicting term or condition of the Master Agreement. All non-conflicting terms and conditions of the Master Agreement shall remain in full force and effect. Any ambiguity shall be resolved in a manner that will permit Covered Entity to comply with HIPAA. For the avoidance of doubt, a limitation on liability in the Master Agreement does not conflict with this Section 12.

12.18. Applicable Law. The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this ASP Agreement and may affect the parties’ obligations hereunder. The parties agree to take such action as is necessary to amend this ASP Agreement from time in order as is necessary for Covered Entity to comply with HIPAA.

EXHIBIT C

Worry-Free Service Plan

WORRY-FREE SERVICE PLAN

The following repair services are included under the Worry-Free Service Plan (“Worry-Free”). Should Equipment be deemed unrepairable, based on Lessor’s generally accepted technical support practices, replacement of such Equipment shall be the responsibility of Lessee.

1. Field Preventive Maintenance at Lessee’s facility, including:
 - Provide documentation for regulatory agencies
 - Manage and track Lessee’s Preventive Maintenance (“PM”) schedule
 - Test all device parameters
 - Identify and/or troubleshoot potential issues and make recommendations
 - Troubleshoot device(s) and/or accessories under contract
 - Inspect battery chargers and review battery management as required
2. Telephone Support 24/7
3. General software updates
4. Free loaner equipment as determined by Lessor
5. Technical support for Equipment as described on the ZOLL website (<https://www.zoll.com/contact/technical-support>)
6. Waiver of shipping and handling fees
7. Waiver of Minimum Service Fee
8. Repair or replacement of parts within the charger that are subject to normal wear and burnout during normal use, including but not limited to, lamps, fuses, batteries, patient cables and accessories.
9. Repair or replacement, at Lessor’s sole option, at no charge to the Lessee, of the charger if it is affecting the integrity of the device.
10. SurePower chargers (parts and labor covered for normal wear and tear as determined by Lessor)
11. ECG 12-lead cable replacement upon failure, excluding physical damage, with one replacement per unit per year.
12. On-site device deployment when repaired unit is returned
13. Lithium-ion SurePower II Battery replacement (upon end of life), subject to the following:
 - Batteries must be maintained per Lessor’s recommended maintenance program
 - Batteries are replaced upon failure, one for one, throughout the term of the Schedule, should the SurePower battery or SurePower Charger display a fault.
 - Batteries must be evaluated, and the failure confirmed by Lessor Technical Support and/or an on-site field service technician.
 - Up to three batteries per device will be covered for batteries acquired from Lessor in the last 24 months. (When service plan purchased post-sale.)
 - For batteries acquired from Lessor over twenty-four (24) months prior, one battery per device will be covered.
14. Accidental damage coverage. Includes one device outer housing replacement per year per device. Catastrophic damage beyond repair will not be covered. Lessor’s regular service charges shall apply if device is in need of a second outer housing replacement within twelve (12) months of previous outer housing replacement, providing device is still under this Worry-Free plan.

ON-SITE SUPPORT OPTION

15. On-site Support, including evaluation and packing of device for return to Lessor’s service depot
 - On-site Support – 48–72-hour response. Includes authorized on-site device repairs for all capital equipment included in Exhibit A, evaluation, packing of device for return to Lessor’s service depot.

- In the event of a reported device malfunction, the device should be made available to the Lessor's Field Service Engineer ("FSE") during the scheduled visit at one of the two centrally located stations.
- A primary and back-up contact must be provided to the FSE for all communication.
- Routine service inspections will be conducted on Lessee's site during normal working hours (8.30am – 5.30pm EST, Monday – Friday).
- Outside of normal business hours, arrangements are available by request only. Lessor reserves the right to charge additional fees for such services, to be agreed between Lessor and Lessee.

16. The postponement of a routine service inspection shall not diminish Lessee's responsibility for the continued proper use and upkeep of the equipment, in accordance with the applicable user manuals.

17. ECG 12-lead cable replacement upon failure, excluding physical damage, one replacement per unit per year

EXHIBIT D

Notice Information:

If to Lessor by mail to:

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Attn: Contracts Department 214

If to Lessee:

River Forest Fire Department
400 Park Avenue
River Forest, IL 60305

If to Lessor by email to both:

Contracts@zoll.com

Attn: Thomas Gaertner
tgaertner@vrf.us

All notices of a legal nature should also
be sent to:

By mailto:

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Attn: Office of General Counsel

By email to:

LegalNotice@zoll.com

Lessee's Information:

Lessee hereby represents and warrants, as of the date of the Master Agreement and each Schedule (subject to any updates provided to Lessor):

1. The exact legal name of Lessee, as set forth in its formation documents, is _____.
2. Lessee is a subdivision in the State of _____.
3. Lessee's federal tax identification number is: _____.



MEMORANDUM

DATE: April 10, 2023

TO: Matt Walsh, Interim Village Administrator

FROM: Jeff Loster, Director of Public Works and Development Services

SUBJECT: Permit Fee Study Update

Issue: Staff has been asked for a general project update on the Village's ongoing Permit Fee Study.

Analysis: As Staff continues to streamline the permit review process, one of the initiatives included in the FY2023 budget was to have a review completed of the Village's permit fees. The Village's current ordinance provides numerous provisions for fees associated with various types of permitted work. This includes fees for work such as paving, utility connections, building construction, etc. The fees are intended to cover the cost of permit review as well as the number and type of inspections that are typically required with a particular permit type.

While these individual fees can be added/modified in the River Forest Ordinance on an as-needed basis, Staff believes that a comprehensive review of the Village's permit fees has never been completed. Based on this approach, some established fees are only a year or two old while others are more than thirty years old. As a result, the current fee structure can be disjointed and confusing at times, often frustrating permit applicants. By performing a comprehensive analysis, Staff hopes to create a more intuitive and user-friendly fee structure that is aligned with industry standards and can be shared with applicants at the time of (or even before) permit submittal so that fee information can be shared as early in the process as possible. This will minimize confusion and increase transparency and customer service as it relates to the Village's permit process.

In November, 2022, Staff entered into a contract with HR Green, Inc. to perform this work. Staff compiled all information available regarding permit fees, applicable ordinances, etc. and shared it with HR Green for review. This information was reviewed against similar fees from two other communities (River Grove and Wood Dale) to provide a basis for comparison. A preliminary assessment has been provided to Staff for review and comment. Components worth mentioning include the following:

- The more significant permit fees ("building fees") appear to be aligned with standards and associated changes will likely *not* be recommended.
- Construction bonds appear to skew slightly low and recommendations will likely be made to increase them.
- Solar panel permit fee – River Forest currently does not have a separate fee for this and recommendations will likely be made to address this.
- Contractor license fees – there are contradictions throughout the ordinance that will need

to be addressed.

- Water-related fees in River Forest appear to be slightly low and may need to be increased.
- Additional review will follow to identify all areas where permit fees can be consolidated/simplified.

Recommendations: There is no need for a formal motion at this time. Staff is seeking any feedback available and will continue with the project as intended until complete, at which time any recommended changes will be brought back to the Village Board for adoption/approval.

Attachment: Permit Fee Table

Current Fee		
Commercial	New Construction	2.00% of const. cost
	Addition	2.00% of const. cost
	Interior Remodel	2.00% of const. cost

Residential	New Construction	2.35% of const. cost
	Addition	2.35% of const. cost
	Interior Remodel	2.35% of const. cost

Fire	Fire Alarm	\$0.00
	Fire Sprinkler System (New)	\$0.00
	Fire Sprinkler System (Alteration/Remodel)	\$0.00
	Storage Tank Installation/Removal	\$30.00
	Bonfire	\$30.00

Electrical	Electrical Permit (Base Fee)	\$100 + \$9/circuit + \$1.75/opening
	Electrical Permit - Service Upgrade:	
	0-200 amps	Base Fee + \$75
	201-399 amps	Base Fee + \$100
	400-799 amps	Base Fee + \$150
	800 amps and above	Base Fee + \$200

HVAC	Minor (replacement of existing residential)	\$25 + \$1/ton of capacity
	Major (new residential, commercial, etc.)	\$100 + Electrical Base Fee
	Hot Work Welding	\$30

Plumbing	Plumbing Permit (Base Fee)	\$100
	Minor (replacement of residential heater, minor piping repairs, etc.)	\$25
	Major (new residential fixtures, commercial, etc.)	Base Fee + \$15/fixture

Signs	Sign Permit (Base Fee)	\$100
	Non-Illuminated	\$100
	Illuminated Signs/Clocks	\$100 + electrical permit
	Sign Face Replacement	\$100
	Temporary Installation (non-residential only)	\$100

Contractor License Fees	General Contractor	\$100
	Subcontractor	\$100
	Electrical Contractor	\$25
	Landscape Contractor	\$150 (if snow removal too)

Water	<u>New Single-Family Construction</u>	<u>Tap Fee</u>	<u>Meter Fee</u>
	up to 1" service	\$500	pass-through cost
	1 1/2" service and above	\$750	pass-through cost
	<u>Multi-Family Construction</u>		
	Per Living Unit	\$500	pass-through cost
	All Other	\$1,000	pass-through cost
	<u>Replacing/Upgrading Existing Service</u>		
	Same Size line - with or without new tap	\$50	pass-through cost
	Increase in size	\$300	pass-through cost
	the rate for new construction		

Sewer	(Based on Water Tap Fee - Same as Table Above)
-------	--

(continued)

Misc	Generator	\$115
	Lawn Irrigation	\$115
	Roofing/Gutters/Siding	\$100
	Dumpster/PODS/Tents/etc.	\$50/\$350 per month
	Deck/Pergola/Shed	2.00% of const. cost
	Detached Garage	2.00% of const. cost
	Fence	\$100
	Pool (above-ground)	\$25 + electrical permit
	Pool (in-ground)	1.50% of const. cost + electrical permit
	Residential Flatwork (driveway, patio, parking lot, etc.)	\$100
	Commercial Flatwork (driveway, patio, parking lot, etc.)	\$100
	Utility Work	\$500 (unless covered by franchise agreement)
	Parkway Opening	\$75
	Reinspection Fee (failed or no-show)	\$75
	Permit Extension - Single-Family Residential	1/3 of original fee/3 month ext.
	Permit Extension - All others	100% of original fee/3 month ext.
	Certificate of Occupancy	\$50
	Temp. Certificate of Occupancy	\$50
	Placard Removal: Unfit for Occupancy	\$500
	Removal of Stop Work Order	\$200
	Work without a Permit	2 x Permit Fee
	Filming	\$100 + \$250/day
	Special Amusements	\$30
	Special Events	\$0
	Newstands	\$50/manned, \$10/coin operated
	House Mover	\$100
	Bee Keeping	\$25/year