



# VILLAGE OF RIVER FOREST

## REGULAR VILLAGE BOARD MEETING

Monday March 12, 2018 – 7:00 PM  
Village Hall – 400 Park Avenue – River Forest, IL 60305  
Community Room

### AGENDA

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Citizen Comments
4. Elected Official Comments & Announcements
  - a. Swearing-In: Daniel Dhooche, Deputy Police Chief
  - b. 2017 Police Officer of the Year: Daniel Szczesny
  - c. Recognition of Andrew Edwards, 7th Grade Student at Roosevelt Middle School for his film, “Plastic, not Fantastic”, winner of the Middle School Category of the “One Earth Young Filmmakers Contest” (To Take Place Later In the Meeting)
5. Consent Agenda
  - a. Regular Village Board Meeting Minutes – February 26, 2018
  - b. Executive Session Meeting Minutes – February 26, 2018
  - c. Waiver of Formal Bid and Award One-Year Contract Extension to Homer Tree Care, Inc. for 2018 Tree and Stump Removal Program in the not-to-exceed amount of \$44,000 (Same Pricing as 2017)
  - d. Waiver of Formal Bid and Award One-Year Contract Extension to Davis Tree Care & Landscaping, Inc. for 2018 Tree Trimming Program in the not-to-exceed amount of \$35,010 (Same Pricing as 2017)
  - e. IDOT 2018 Maintenance Agreement for Use of MFT Funds for 2018 Street Improvement Project for \$150,000 – Resolution
  - f. Amend Title 9 of the Village Code – Prohibit Parking on the East Side of Thatcher Avenue Between Division & Greenfield – Ordinance
  - g. Monthly Department Reports
  - h. Monthly Performance Measurement Report
  - i. Monthly Financial Report
  - j. Accounts Payable – January 2018 - \$1,922,759.94
  - k. Village Administrator’s Report
6. Consent Items For Separate Consideration (Trustee Gibbs Common Law Conflict of Interest)
  - a. Payment to Anderson Elevator - \$620.00
7. Recommendations of Boards, Commissions and Committees
  - a. Development Review Board - Amendment to the Planned Development Permit at 1101-1111 Bonnie Brae (Avalon Condominiums) - Ordinance
8. Unfinished Business
9. New Business
  - a. Discussion and Approval of Policy Regarding Crossing Guards
  - b. Discussion Regarding State Expansion of Home Rule Eligibility (Sponsored by the Illinois Municipal League Legislative Agenda) (SJRC 9)
  - c. Extension of Lease through July 15, 2018 with Lutheran Child and Family Services for the property located at 7620 Madison, River Forest – Resolution
10. Executive Session
11. Adjournment

**VILLAGE OF RIVER FOREST  
REGULAR MEETING OF THE BOARD OF TRUSTEES MINUTES  
February 26, 2018**

A regular meeting of the Village of River Forest Board of Trustees was held on Monday, February 26, 2018 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 7:01 p.m. Upon roll call, the following persons were:

Present: President Adduci, Trustees Henek, Vazquez, Gibbs, and Corsini,

Absent: Trustees Conti and Cargie

Also Present: Village Clerk Kathleen Brand-White, Village Administrator Eric Palm, Assistant Village Administrator Lisa Scheiner, Management Analyst Jon Pape, Police Chief James O'Shea, Fire Chief Kurt Bohlmann, Finance Director Joan Rock, Assistant Finance Director Cheryl Scott, Public Works Director John Anderson, Village Attorney Greg Smith

**2. PLEDGE OF ALLEGIANCE**

President Adduci led the pledge of allegiance.

**3. CITIZENS COMMENTS**

Susan Altier, 12 Ashland Avenue, stated the Village Board of Trustees approved Madison Street TIF which froze the 2015 equalized assessed value (EAV) which prevents the Village and other taxing bodies from assessing tax revenue on any improvement or growth of EAV for any properties within the TIF district for the life of the TIF. She noted that the plan for the North Avenue TIF which contains a larger number of properties is already underway. She stated that the only way to increase tax revenue is to increase the tax levy percentage for all River Forest property owners. Ms. Altier said she believes that the tax levy unanimously passed by the Board on December 11, 2017 is the maximum allowed without having to go to a referendum. She discussed the approval of a loan for the Madison Street TIF from surplus Village funds, closed session for the discussion of the purchase of property, lack of publicizing a public hearing, and the order of items for approval on the agenda. She indicated that she did not doubt that the letter of the law was followed but expressed concerns regarding transparency. She requested answers to the following questions: 1) Since the February 16th hearing date and time was set as of February 8<sup>th</sup>, why was it not included in the list of upcoming meetings in the Village Administrator Palm's memo in the meeting packet? 2) Based on the communications the bond funds are being used for street improvements over the next two years, why the rush to pull together a special meeting of the Board at 3:30 on a Friday afternoon rather than schedule it in a regular meeting? How is it that the ordinance for the amendment of the budget that is dependent upon these bond funds voted on as a part of the consent agenda prior to the vote on the ordinance to issue the bonds? She stated that it should have been pulled out of the consent agenda and voted on after the ordinance. 3) In the Village Administrator Palm's memo dated February 23, 2018 regarding the debt service extension base (DSEB) bond ordinance which is to be voted on at this meeting, it states "After some additional procedural items on Monday, bond counsel will update the ordinance for your review and approval on Monday night." What are those

procedural items that will occur and what changes were made to the Ordinance that was in the packet and will those be clarified in tonight's discussion? 4) Are there any restrictions placed on the usage of the \$500,000 in bonds, and specifically can they be loaned to the Madison Street TIF fund to buy property? Could the bond funds legally be used to purchase the single family home at 10 Lathrop where a "for sale" was posted around the time of the February 12<sup>th</sup> executive session regarding the potential purchase of real property or any other property?

President Adduci stated that the Village will respond in writing to ensure that a thorough and accurate response is provided to Ms. Altier. She explained that many of things she has seen are procedural in nature. She said that the Village elected officials run for office because they care for the community. She stated that they use their best judgement and best intentions to better the community.

#### **4. ELECTED OFFICIALS COMMENTS AND ANNOUNCEMENTS**

Trustee Corsini thanked everyone for coming. She reported that on February 17<sup>th</sup> she, President Adduci, Trustee Vazquez, Assistant Village Administrator Scheiner, and Village Administrator Palm attended the West Central Municipal Conference (WCMC) legislative breakfast. She said it was well attended and reported that the Legislative Agenda was reviewed and is available online at WCMC's website. She explained that at the breakfast some local, state and federal officials meet to discuss the pressing issues that state and local governments are facing. She said she and Trustee Gibbs attended the February 18<sup>th</sup> meeting regarding the North Avenue TIF. Trustee Corsini complimented Village Administrator Palm on his presentation and discussed the business and resident TIF meetings. She said the meetings are great examples of what the Village does to get citizen involvement in the decision making process and noted that it provides an opportunity for people to comment and ask questions. Trustee Corsini said she got an email from the Sustainability Committee regarding different events that are coming up and requested that these events be listed on the Village calendar. Management Analyst Pape stated that the events will be included in Friday's e-news. Trustee Corsini expressed condolences to former Village Clerk Sharon Halperin on the loss of her mother and mother-in-law.

Trustee Vazquez invited and reminded all to attend Oak Park River Forest High School's (OPRFHS) Imagine community meeting in the school's south cafeteria. He stated that it will be a more informal setting with four groups each in a corner of the cafeteria with information regarding the observations that have been gathered. He noted that there are no solutions yet and they are still in the observation stage. He announced that two other meetings will be held in the spring. Trustee Vazquez stated that he attended the North Ave TIF meeting on February 22, 2018 and reported that approximately 25 people attended. He said it was a very informative meeting and he received positive feedback about it. He encouraged the public to go to the web page dedicated to the North Avenue TIF.

Village Clerk Brand-White stated she attended the OPRFHS performance of *Hairspray*. She praised the performance and encouraged others to see it.

Trustee Henek stated she attended the February 22<sup>nd</sup> TIF meeting and complimented Village Administrator Palm on his presentation. She also encouraged the public to attend the meetings and ask questions. She complimented President Adduci for her participation on a panel at the Leadership Lab.

Trustee Gibbs also complimented Village Administrator Palm on the TIF meeting presentations. He stated that some residents had concerns regarding the corridor study on North Avenue that was performed nine years ago. President Adduci stated that she believes the intent is to try to dovetail efforts with the Comprehensive Plan. Trustee Gibbs suggested that if the study update is moved forward more residents will be comfortable with the plan. He said the TIF meetings are a good idea and provide face time with the residents. He said that it's good to see the Boy Scouts of America represented at the Village Board meeting.

President Adduci said she attended Leadership Lab which was sponsored by the Community Foundation. She stated that she plans to attend the Green Gala and the showing of the film by a Roosevelt student. She also complimented Village Administrator Palm regarding the TIF meetings and noted that the Village is following through on its promise for more outreach.

## **5. CONSENT AGENDA**

- a. Regular Village Board Meeting Minutes – February 12, 2018
- b. Special Village Board Meeting Minutes – February 16, 2018
- c. Executive Session Meeting Minutes – February 12, 2018
- d. Budget Amendment for the Capital Equipment Replacement Fund (CERF), Madison Street TIF Fund and the Infrastructure Improvement Bond Fund – Ordinance
- e. Second Floor Village Hall Efficiency Improvements – Award Bid and Contract to Efraim Carlson & Son in the amount not to exceed \$137,800.00 for Construction Services
- f. Second Floor Village Hall Efficiency Improvements – Waive the Formal Bidding Process (due to government pricing) and Award Contract to Interiors for Business in the amount not to exceed \$224,693.24 for Work
- g. Village Administrator's Report

Trustee Gibbs made a motion, seconded by Trustee Henek, to approve the Consent Agenda in its entirety.

Roll call:

Ayes: Trustees Vazquez, Gibbs, Corsini, and Henek

Absent: Trustees Conti and Cargie

Nays: None

Motion Passes.

## **6. RECOMMENDATIONS OF BOARDS, COMMITTEES AND COMMISSIONS**

- a. Economic Development Commission – Appointment of Donna Fantetti-Slepicka (English-Dixon Vacancy)

President Adduci stated that she is asking the Village Board of Trustees to approve the appointment of Donna Fantetti-Slepicka to fill the vacancy created by Colette English-Dixon. She explained that Ms. English-Dixon has moved out of River Forest but hopes to return in the future.

In response to a question from Trustee Corsini, President Adduci stated that the appointment will be for the balance of Ms. English-Dixon's term.



Trustee Gibbs made a motion, seconded by Trustee Corsini, to appoint Donna Fantetti-Slepicka to the Economic Development Commission (English-Dixon vacancy) to serve the remainder of the term ending April 30, 2021.

Roll call:

Ayes: Trustees Vazquez, Gibbs, Corsini, and Henek

Absent: Trustees Cargie and Conti

Nays: None

Motion Passes.

## **7. UNFINISHED BUSINESS**

None.

## **8. NEW BUSINESS**

- a. An Ordinance providing for the issue of approximately \$500,000 General Obligation Limited Tax Bonds, Series 2018, of the Village, for the purpose of paying for public infrastructure projects within the Village, providing for the levy of a direct annual tax to pay the principal of and interest on the bonds, and authorizing the sale of said bonds to the purchaser thereof.

Trustee Corsini made a motion, seconded by Trustee Gibbs, to pass an ordinance providing for the issue of approximately \$500,000 General Obligation Limited Tax Bonds, Series 2018, of the Village, for the purpose of paying for public infrastructure projects within the Village, providing for the levy of a direct annual tax to pay the principal of and interest on the bonds, and authorizing the sale of said bonds to the purchaser thereof.

Village Administrator Palm noted that the steps taken leading into tonight have been handled correctly in regard to procedure and followed the letter of the law. He clarified that the budget amendment approved earlier is on the revenue side; therefore no expenditures have been authorized. He stated that the funds will be used for street improvement projects, not TIF-related expenses. He explained that in order to create a debt for TIF-related items, the Village would create a loan to itself or use alternative revenue bond and pledge TIF revenue to that. He noted that a general obligation debt would not be issued for TIF expenses. Village Administrator Palm indicated that the interest rates that have been set on the note are 2% and 2.15%. He stated he is happy to provide a copy of the Ordinance to the public once it has been completed.

Roll call:

Ayes: Trustees Vazquez, Gibbs, Corsini, and Henek

Absent: Trustees Cargie and Conti

Nays: None

Motion Passes.

## **9. EXECUTIVE SESSION**

Trustee Gibbs made a motion, seconded by Trustee Henek, to adjourn into Executive Session for the purpose of discussing the price for lease of property owned by the Village.

Roll call:

Ayes: Trustees Gibbs, Vazquez, Corsini, and Henek

Absent: Trustee Cargie and Conti

Nays: None

Motion Passes.

Trustee Gibbs made a motion, seconded by Trustee Corsini, to return to the regular session of the Village Board of Trustees meeting.

Roll call:

Ayes: Trustees Vazquez, Corsini, Henek, and Gibbs

Absent: Trustee Cargie and Conti

Nays: None

Motion Passes.

President Adduci read a thank you note to the Village Board of Trustees from Monica Affleck for celebrating her 100<sup>th</sup> birthday and the proclamation that was passed in her honor.

In response to a question from Trustee Corsini, Village Administrator Palm stated that next Village Board of Trustees meeting will be held on March 12<sup>th</sup> and noted that it will be the only Village Board meeting held in March.

In response to a question from Trustee Corsini, Village Administrator Palm stated that the draft budget will be distributed in mid-March. In response to a question from Trustee Corsini, Village Administrator Palm stated that the public hearing will take place at the first meeting in April and the vote for approval will be at the second Village Board of Trustees meeting in April.

## **10. ADJOURNMENT**

Trustee Corsini made a motion seconded by Trustee Vazquez, to adjourn the regular Village Board of Trustees Meeting at 7:51 p.m.

Roll call:

Ayes: Trustees Gibbs, Vazquez, Henek, and Corsini

Absent: Trustee Cargie and Conti

Nays: None

Motion Passes.

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Kathleen Brand-White, Village Clerk



## MEMORANDUM

**DATE:** March 12, 2018

**TO:** Eric J. Palm, Village Administrator

**FROM:** John Anderson, Director of Public Works

**SUBJECT:** Contract Renewal - 2018 Tree and Stump Removal Program

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**Issue:** Staff is seeking to renew the contract for the 2018 Tree and Stump Removal Program.

**Analysis:** The removal of approximately 80 parkway trees which will be identified for removal due to disease or the declining health of the tree will be necessary in 2018. This is a continuation of the contractual removal program. It was determined that the contractual removal program is a cost effective method of making sure the needed removals are performed on a continuing basis to supplement tree removals performed by Public Works staff. This program also allows Village forestry crews to continue with their portion of tree pruning and removals throughout the Village.

In 2017 staff received and opened five competitive bids for tree removal. Homer Tree Care, Inc. was the lowest bidder based on the cost of removal for \$14.50 per inch for trees up to 25 inches in diameter, \$19.50 per inch for trees over 25 inches in diameter, and \$75.00 per stump removal as seen in the attached 2017 bid tabulation. The amount budgeted for contractual tree removals in fiscal year 2019 is \$44,000. Homer Tree Care, Inc. performed well last year in the removal of 80 trees and has agreed to hold their 2017 bid pricing for work performed in fiscal year 2019. They have also had numerous municipal tree removal and pruning contracts throughout the local area in recent years. Homer Tree Care, Inc. has experience working on a variety of tree removal contracts. Accordingly, we recommend the award of the 2018 Tree and Stump Removal Contract to Homer Tree Care, Inc.

**Recommendation:** If the Village Board concurs with Staff's recommendation, the following motion would be appropriate: Motion to award the 2018 Tree and Stump Removal Program to Homer Tree Care, Inc. in the not to exceed amount of \$44,000 and authorize the Village Administrator to execute the contract agreement.

### River Forest 2017-18 Tree and Stump Removal Bid Tabulation

Bid Criteria	DBH Range	Trees Per Range	DBH Range	Total inches per DBH Range	Total # of Stumps
	Up to 25"	54	Up to 25"	972	80
	Over 25"	26	Over 25"	780	
	# of Trees:	80			

Company	Bid per DBH Range		Bid per Stump		Total Cost	Rank
Steve Piper & Sons	Up to 25"	\$15.80				
	Over 25"	\$23.75	Ea.	\$102.25	\$42,062.60	2
Homer Tree Care Inc.	Up to 25"	\$14.50				
	Over 25"	\$19.50	Ea.	\$75.00	\$35,304.00	1
Davis Tree Care & Landscaping	Up to 25"	\$21.00				
	Over 25"	\$26.00	Ea.	\$150.00	\$52,692.00	4
Clean Cut Tree Service	Up to 25"	\$22.00				
	Over 25"	\$30.00	Ea.	\$180.00	\$59,184.00	5
Acres Group	Up to 25"	\$21.00				
	Over 25"	\$25.00	Ea.	\$150.00	\$51,912.00	3
	Up to 25"					
	Over 25"		Ea.		\$0.00	
	Up to 25"					
	Over 25"		Ea.		\$0.00	
	Up to 25"					
	Over 25"		Ea.		\$0.00	
	Up to 25"					
	Over 25"		Ea.		\$0.00	



## CALL FOR BIDS

- I. Name of Project: 2017 Tree and Stump Removal Program
- II. Instructions and Specifications:  
A. Bid Opening Date/Time: March 8, 2017 at 10:00am
- III. Required of All Bidders:  
A. Bid Deposit: 10%

This document comprises 38 pages

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

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



## INSTRUCTIONS

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

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

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

**Date:** Wednesday, March 8, 2017

**Time:** 10:00 A.M.

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

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

Any bid received after the date and time specified above will be returned to the Bidder unopened. Bid shall be submitted in duplicate and enclosed in a sealed opaque envelope marked "2017" Tree and Stump Removal Program."

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

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

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

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

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

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

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

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

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



## **II. GENERAL PROVISIONS**

### **1. STANDARD SPECIFICATIONS**

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

### **2. SUPPLEMENTAL SPECIFICATIONS**

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

#### 107.01 Laws to be Observed

##### 107.01.01 Sexual Harassment Policy

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

##### 107.01.02 Eligibility for Employment in the United States

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

##### 107.01.03 Civil Rights

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

##### 107.01.04 Foreign Corporation

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

##### 107.01.05 Confidentiality of Information

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

#### 107.26 Indemnification

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

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



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

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

#### 107.27 Insurance

Add the following to Article 107.27 of the SSRBC:

##### 107.27.1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

##### 107.27.2 Deductibles and Self-Insured Retentions

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

##### 107.27.3 Other Insurance Provisions

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

##### 107.27.3.1 General Liability and Automobile Liability Coverages

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

107.27.3.2 Workers' Compensation and Employers' Liability Coverage

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

107.27.4 Verification of Coverage

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

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

107.27.5 Subcontractors

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

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

107.27.6 Assumption of Liability

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

**EXHIBIT A**

**CG 20 10 03 97**

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

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

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

*Copyright, Insurance Services Office, Inc. 1996*

**EXHIBIT B**

**CG 20 26 11 85**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization:**

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

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

*Copyright, Insurance Services Office, Inc. 1984*

**EXHIBIT C**

**POLICY NUMBER:**

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

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.**

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

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

## SCHEDULE

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

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

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



## EXHIBIT D

(EXAMPLE)

ACORD 101		CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) Completed	
PRODUCER  Fully Completed		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
INSURED  Fully Completed		INSURERS AFFORDING COVERAGE				NAIC #	
		INSURER A: Name of Insurance Company				Completed	
		INSURER B: Name of Insurance Company				Completed	
		INSURER C: Name of Insurance Company				Completed	
		INSURER D: Name of Insurance Company				Completed	
		INSURER E: Name of Insurance Company				Completed	
COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INS. CTR.	ADDITIONAL CODES	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	<b>GENERAL LIABILITY</b> 03001 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNERS & CONT. PROT. (IF REQUIRED) <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC.	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ex. Class 1) \$ 50,000 MED EXP (Any One Person) \$ 5,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 1,000,000	
A		<b>AUTOMOBILE LIABILITY</b> 04001 <input checked="" type="checkbox"/> ANY AUTO 04001 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ex. Accident) \$ 1,000,000 BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ AUTO ONLY- EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY- AGG \$	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO					
B	X	<b>EXCESS UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE \$ <input type="checkbox"/> RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE \$ per request AGGREGATE \$ per request	
C		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	<input checked="" type="checkbox"/> WC STATUS-0 OTHER TORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE-EA EMPLOYED \$ 500,000 E.L. DISEASE-POLICY LIMIT \$ 500,000	
		OTHER: Professional Liability (if requested)	Policy Number	Policy Start Date	Policy End Date		
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS</b> List Project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.							
<b>CERTIFICATE HOLDER</b> Additional insured: Village of River Forest, its officials, employees, agents, attorneys and volunteers				<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. SIGNATURE OF AUTHORIZED AGENT			

## EXHIBIT E

### ADDITIONAL INSURED ENDORSEMENT

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

This endorsement modifies coverage provided under the following:

Commercial General Liability  
Coverage Part

Name of Individuals or Organization:

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

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

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

Original Created – 1/2002  
Revised – 1/2005



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

**108.06.1 Overtime Work**

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

**1.2 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

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

**"EQUAL EMPLOYMENT OPPORTUNITY"**

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

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

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

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

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

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

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

## **2.3 COMPLIANCE WITH FREEDOM OF INFORMATION ACT REQUESTS**

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

## **2.4 RESPONSIBILITIES OF CONTRACTOR**

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

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

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



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

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

## **2.5 CONTRACTOR'S DEFAULT FORFEITURE OF CONTRACT**

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

## **2.6 ASSIGNMENT OF CONTRACT**

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

## **2.7 SUSPENSION OF WORK**

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

## **2.8 LIMITATION OF OPERATIONS**

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

## **2.9 PERFORMANCE BOND**

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

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

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

## **2.10 PAYMENT BOND**

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

## **2.11 PAYMENTS**

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

## **2.12 DIRECTOR OF PUBLIC WORKS'S AUTHORITY**

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

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

**2.13 NIGHT, SUNDAY, AND HOLIDAY WORK**

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

**2.14 LOCAL REGULATIONS**

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

### **III. SPECIAL PROVISIONS**

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

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

#### **SCOPE OF WORK (Tree Removal)**

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

#### **LOCATION**

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

#### **COMMENCEMENT OF WORK**

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

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

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

#### **BY WHOM THE WORK IS TO BE DONE**

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

#### **PERIODIC INSPECTION**

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

#### **METHOD OF MEASURING**



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

#### ***LOCATION OF TREE REMOVAL WORK***

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

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

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

#### ***CLEANUP***

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

#### ***SAFETY***

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

#### ***REMOVAL OF DEBRIS***

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

#### ***CONTRACTOR'S REPRESENTATIVE***

The Contractor shall have at all times a competent foreman or superintendent on the job that shall have full authority to act for the Contractor, and to receive and execute orders from the Forestry Supervisor or appointed representative. Any instructions given to such superintendent or person executing work for the



Contractor shall be binding on the Contractor as though given to him personally. Contractor's representative must be proficient in the use and interpretation of the English language.

### ***WORKERS***

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

### ***ARBORIST CERTIFICATION & SIMILAR PROJECT EXPERIENCE***

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

### ***ACCIDENT PREVENTION***

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

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

### ***DAMAGE TO PRIVATE OR PUBLIC PROPERTY***

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

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

### ***REPORTING***

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

### ***PUBLIC RELATIONS***

The Contractor shall maintain good public relations at all times. The Contractor shall have an English-

speaking representative of the company on the job site at all times.

### ***PARKING***

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

### ***EQUIPMENT***

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

### ***CONTRACT WORK HOURS***

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

### ***OBSERVANCES OF LAWS, ORDINANCES AND REGULATIONS***

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

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

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

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

### ***TRAFFIC CONTROL PLAN***

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

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

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

#### ***PEDESTRIAN SIDEWALK CONTROL***

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

### ***SPECIAL PROVISIONS***

#### **LOCATION AND DATE**

All tree removal work defined in this bid packet shall take place in the Village of River Forest, Illinois before May 1, 2018.

#### **PAYMENT AND WAIVERS OF LIEN**

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

#### **SCOPE OF WORK (Stump Removal)**

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

#### **LOCATION**

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

#### **COMMENCEMENT OF WORK**

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

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

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

#### **BY WHOM THE WORK IS TO BE DONE**

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

#### **PERIODIC INSPECTION**

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

#### **NOTIFICATION BY THE VILLAGE**

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

#### **J.U.L.I.E.**

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

#### **STUMP REMOVAL**

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

#### **REMOVAL OF DEBRIS**

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



### **BACKFILLING**

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

### **SEEDING**

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

### **SUCKER GROWTH**

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

### **DAMAGE TO PRIVATE OR PUBLIC PROPERTY**

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

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

### **CONTRACT WORK HOURS**

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

### **REPORTING**

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

**PROPOSAL**

**VILLAGE OF RIVER FOREST, ILLINOIS**

**2017 TREE REMOVAL PROGRAM**

**(Complete in Duplicate)**

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

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

<u>Size Class</u>	<u>D.B.H.</u>	<u>Price Per Inch (\$)</u>
1	Up to 25" inch diameter	<u>14.50</u>
2	Over 25" Inch diameter	<u>19.50</u>
Price per stump removal (\$)		<u>75</u>



**Estimated number of trees and stumps to remove: 80**

**Estimated # of trees per size category: Up to 25" / 54  
Over 25" / 26**

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

**Company Name:** Homer Tree Care Inc.

**Address:** 14000 S. Archer Ave

Lockport, IL 60441

**Contact Phone #:** 815-546-7485

**Authorized Signature:** 

**Title:** Director of Operations

**(Corporate Seal)**

**TO THE PRESIDENT AND  
BOARD OF TRUSTEES**

**Date:** 3/7/2017

VILLAGE OF RIVER FOREST  
400 Park Avenue  
River Forest, Illinois 60305

1. The undersigned Homer Tree Care Inc.  
(Name of Bidder)  
14500 S. Archer Ave Lockport, IL 60491  
(Address of Bidder)

by James Reiter as Manager  
(Officer, Attorney, Manager, Secretary)

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

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



any misunderstanding regarding the same.

8. The undersigned further understands and agrees that if this Proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, and to do all of the Work, and to furnish all of the materials specified in the Contract, in the manner and at the time therein prescribed, and in accordance with the requirements set forth.
9. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined, multiplied by the unit prices shown in the Schedule of Prices contained herein.
10. The undersigned further agrees that if the Village decides to extend or shorten the Project, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the Specifications, he will perform the Work as altered, increased, or decreased at the Contract unit prices.
11. The undersigned further agrees that the Village may, at any time during the progress of the Work covered by this Contract, order other Work or materials incidental thereto and that all such Work and materials as do not appear in the Proposal or Contract as a specific item accompanied by a unit price, and which are not included under the Bid price for other items in this Contract, shall be performed as extra Work, and that he will accept as full compensation the actual cost as determined in the Specifications.
13. The undersigned further agrees to execute a Contract for this Work and present the same to the Village within Ten (10) Days from the date of receipt of the Contract from the Village.
14. The undersigned further agrees to carry the necessary Public Liability Worker's Compensation Insurance to protect the and such others as may be cited in the Specifications, from any claims that may arise in connection with the construction of said Work and furnish a Certificate of Insurance naming said parties as Additional Insureds.
15. The undersigned further agrees to submit a Work schedule to the Village not later than Ten (10) Days after the execution and approval of the Contract and Contract bond, unless otherwise provided, and to prosecute the Work in such manner and with sufficient materials, equipment, and labor and will insure its completion within the time limit specified herein, it being understood and agreed that the undersigned agrees to commence the work no sooner than **May 1, 2017** and complete the Work no later than **April 30, 2018**, unless additional time is granted by the Village in accordance with the provisions of the Specifications. In case of failure to complete the Work by the completion date set herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Village shall withhold from such sums as may be due him under the terms of this Contract, the costs as set forth in the SSRBC. These costs will be considered and be treated not as a penalty but as damages due the Village from the undersigned by reasons of inconvenience and added costs to the Village resulting from the failure of the undersigned to complete the Work within the time specified in the Contract. The undersigned further agrees that unit prices within this Contract will be used to perform tree and stump removal work as needed in



the Village through April 30, 2018.

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

SIGNATURES

(IF AN INDIVIDUAL)

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone Number

(IF A CO-PARTNERSHIP)

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signed By

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone Number

(INSERT NAMES & ADDRESSES

OF ALL MEMBERS OF THE FIRM)

(IF A CORPORATION)

Homer Tree Care INC

Corporate Name

Ronald Reposh

Signed By

President

Business Address 140000 S. Archer Ave Lockport, IL

815-838-0320

Telephone Number

Fax Number

(INSERT NAMES OF OFFICERS)

Ronald Reposh

President

\_\_\_\_\_  
Secretary

ATTEST:

James Reiter

Treasurer

Secretary

(SEAL)

N/A

### **SUBCONTRACTORS LIST**

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

1) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

2) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

3) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

4) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

5) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

6) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

7) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

8) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE**

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

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

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

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

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

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

Executed this 7 day of March 2017 by:

Homer Tree Care Inc.

Firm name

By: James Reiter

Director of Operations

Title

(Seller)

**STATE OF ILLINOIS**  
**DRUG FREE WORKPLACE CERTIFICATION**

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

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

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

(a) Publishing a statement:

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

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

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

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



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

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

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

Homer Tree Care Inc

Printed Name of Organization



Signature of Authorized Representative

James Reiter

3/7/2017

Printed Name and Title

Date

N/A

Requisition/Contract/Grant ID Number

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

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

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

NOW THEREFORE, IT IS HEREBY CERTIFIED THAT the undersigned,

Homer Tree Care Inc

(individual, firm, corporation or other entity)

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

DATE: 3-7-17

By: James Reiter

ATTEST:

Richard Reposh

(SEAL)

**CONTRACTOR CERTIFICATION**  
**SEXUAL HARASSMENT POLICY**

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

Signed by \_\_\_\_\_

(Corporate  
Seal)

Title: Director of Operations

Name & Address James Reiter 14000 S. Archer  
of Contractor Lockport, IL  
or Vendor \_\_\_\_\_

Subscribed and sworn to before me

this 8th day of March, 2017

Laura L. Carter

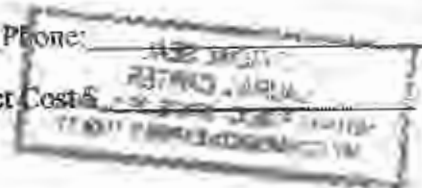
Notary Public



N/A

**REFERENCES**

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



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

## Aerial Bucket Trucks

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

## Chipper Box Trucks

#319 - 2014 Peterbilt 337 30 Yard Capacity  
#320 - 2014 Peterbilt 337 30 Yard Capacity  
#321 - 2014 Peterbilt 337 30 Yard Capacity  
#276 - 2013 International 4300 30 Yard Capacity  
#275 - 2013 International 4300 30 Yard Capacity  
#273 - 2013 International 4300 30 Yard Capacity  
#244 - 2012 International 4300 30 Yard Capacity  
#243 - 2012 International 4300 30 Yard Capacity  
#191 - 2007 GMC 7500 25 Yard Capacity  
#250 - 2008 GMC 6500 30 Yard Capacity  
#299 - 2003 International 4200 25 Yard Capacity  
#808 - 2003 Ford F450 LTD 4 Yard Capacity  
#301 - 2002 International 4300 25 Yard Capacity  
#308 - 2002 GMC 6500 30 Yard Capacity  
#99 - 1999 GMC 6500 30 Yard Capacity  
#100 - 1999 GMC 6500 20 Yard Capacity  
#103 - 1999 GMC 6500 25 Yard Capacity  
#125 - 1999 GMC 6500 11 Yard Capacity  
#703 - 1999 GMC 6500 11 Yard Capacity  
#38 - 1998 GMC 3500 10 Yard Capacity  
#33 - 1998 GMC 3500 HD 10 Yard Capacity  
#32 - 1998 GMC 3500 HD 10 Yard Capacity

## Log Loaders

#95 - 2008 Kenworth w/servo 7500 Loader w/trailer  
#106 - 2004 International 7500 w/servo 7000 Loader  
#229 - 1999 Peterbilt 378 w/servo 7500 Loader w/trailer  
#231 - 1999 Peterbilt 378 w/servo 7500 Loader w/trailer

## Truck Mounted Cranes

#3654 - 2014 Freightliner w/National Crane model 800 D: 100'  
#236 - 2009 Sterling L11 7500 w/National Crane model 800 D: 100'  
2017 Peterbilt W/ National Crane

## Dump Body Trucks

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

## Skid Steer Support Attachments

#9101 - 2004 Fecor Brush Mower  
#9104 - 2004 Fecor Brush Mower

## PHC Trucks

#215 - 2004 Ford F250 Pick-up w/PHC Unit  
#701 - 2001 Ford F230 Pick-up w/ PHC Unit  
#71 - 1993 GMC 3500 HD Flat Bed w/PHC Unit

## Support Vehicles

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

## Brush Grinders

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

## Stump Grinders

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

## Skid Steers

2013 John Deere 337  
#707 - 2003 Bobcat S160

## Transport Trailers

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



#9107 - 2009 Solcity 4 Box Dump  
#9108 - 2009 Solcity Grapple Bucket



# *Homer*

**TREE CARE, INC.**

*Professional. Knowledgeable. Caring.*

## **Certified Arborists**

Richard Reposh - #IL-0567  
Years Experience: 31

Ivan Ortega- IL#9414A  
Years Experience: 1

**Daniel Reposh - #IL-0307**  
Years Experience: 34

**Ryan Countryman- #IL5140A**  
Years Experience: 16

Justin E. Sharp- IL #9420A  
Years Experience: 2

Michelle Collins – IL #1310A  
Years Experience: 16

**Arborists also CTSP Certified**

## **DRUG AND ALCOHOL POLICY, CONTINUED**

If the employee consents to a drug/alcohol evaluation, and the evaluation shows a confirmed positive finding of drugs or alcohol, the employee's agreement to participate in any approved treatment program shall result in no disciplinary penalty for the first adverse incident, unless Management determines that the particular facts in the case (e.g. the employee's conduct while under the influence of drugs or alcohol endangered the safety of other employees or the public) were so blatant, regardless of whether drugs or alcohol were involved, as to warrant appropriate discipline, including termination. At any time during treatment, eligible employees are entitled to request medical leave, and may receive disability income and/or medical benefits pursuant to the terms and conditions of those policies. If after completion of an approved program, the employee engages in further incidents involving drugs or alcohol, Homer Tree reserves the right to take all appropriate disciplinary actions, including termination.



# Homer

THE NAME LTD

*Professional. Knowledgeable. Caring.*

## Municipal Reference List

### **Village of Barrington**

Mike Szymanski - (224) 629-2025

### **Village of Clarendon Hills**

Joe Ferrell - (630) 323-6673

### **Village of Country Club Hills**

Mayor Welch - (708) 798-2616

### **City of Darien**

John Carr - (630) 514-1531

### **Village of Downers Grove**

Kerstin von der Heide - (630) 434-5460

### **City of Elmhurst**

Mark Stevens - (630) 530-3126

### **Forest Preserve District of Will County**

Brad Steinke - (815) 727-8700

### **Frankfort Township Highway Dept.**

Bill Carlson - (815) 405-6957

### **Village of Fox River Grove**

John Huzinga - (847) 639-3171

### **Village of Frankfort**

Terry Kestel - (815) 405-7198

### **Glenview Park District**

Michael Sullivan - (224) 521-2313

### **Homer Township Highway Dept.**

Dale Hostert - (708) 301-0246

### **Village of Hinsdale**

John Flinnell (630) 789-7043

### **City of Joliet, IL**

Jim Tieber - (815) 791-8216

### **Lockport Township Highway Dept.**

John Cielenski - (815) 726-6056

### **Lockport Township Park District**

Jeff Loeschen - (815) 693-1955

### **City of Lockport**

Joe Cronin - (815) 838-1705

### **Village of Lake in the Hills**

Rob Caldwell - (815) 960-7500

### **Village of Mount Prospect**

Sandy Clark - (847) 253-9377

### **Naperville Park District**

Chuck Papanos (630) 848-3590

### **Village of New Lenox**

Nick Perez - 815-485-7729

### **Orland Township Highway Dept.**

Mary Buczkiewicz - (708) 403-5148

### **City of Zion**

Christofer Nikkinen - (708) 499-7098

### **Plainfield Park District**

James Less - (815) 436-8812

### **City of Palos Heights, IL**

Scott Smith - (708) 417-1897

### **Village of Rolling Meadows**

Graham Strebler - (347) 770-1821





# Homer

TREE CARE, INC.

*Professional. Knowledgeable. Caring.*

## **SEXUAL HARASSMENT POLICY**

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

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

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

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

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

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

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/13/2016

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

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

<b>PRODUCER</b> The Horton Group 10320 Orland Parkway Orland Park IL 60467	<b>CONTACT</b> NAME: Shared Services PHONE: (708) 451-7018 FAX: (708) 451-7018 EMAIL: ConstructionCerts@thehortongroup.com ADDRESS: ConstructionCerts@thehortongroup.com
<b>INSURED</b> Homer Tree Care, Inc. 14000 Archer Ave Lockport IL 60441	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Starr Indemnity & Liability Co. 28318 INSURER B: Mt. Hawley Insurance Company 37974 INSURER C: Western National Mutual Ins Co 15377 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 1469485863 REVISION NUMBER:

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

LINE	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Post-Held Apolic	Y	CPP1067512	5/15/2016	5/15/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) \$500,000 MED EXP (Per one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMMOD AGG \$2,000,000 Post-Held Apolic \$1,000,000
G	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> Hired AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	CPP1065774	5/15/2016	5/15/2017	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	UMB1014555	5/15/2016	5/15/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER ENCLOSED (Mandatory in IL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	1100004512	5/15/2016	5/15/2017	<input checked="" type="checkbox"/> WC STAT. TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - SA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Cont Pollution Liab		EGL0006472	5/15/2016	5/15/2017	Cont Aggre 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, ACORD 100, or ACORD 100A, if more space is required)

Additional Insured status with respect to general liability and auto liability only when required by written contract. Primary/Non-Contributory applies with respect to general liability and auto liability only when required by written contract. Waiver of Subrogation applies with respect to general liability, auto liability and workers compensation only when required by written contract, per Company Forms. Umbrella follows form. Broadened Contractual Liability. Work within 50 feet of Railroad Property is included under form CG24270305 when required by written contract.

The coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications for Road & Bridge Construction.

<b>CERTIFICATE HOLDER</b> FOR INFORMATIONAL PURPOSES	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Victoria Zahed</i>
---	---

# Certificate of Completion

*this certifies that*

## Homer Tree

*has successfully completed training on*

**TREE-IV Tree Injection Equipment and Emmeclin Benzoate  
(TREE-AGE®) Safety for Emerald Ash Borer Treatments**

*on May 31<sup>st</sup>, 2010*

Mark Nega

Mark Nega  
Tree Health Care Specialist  
ISA Certified Arborist IL-4293A





ILLINOIS DEPARTMENT OF LABOR

Pat Quinn  
Governor

Joseph Costigan  
Director

May 10, 2013

David Bennett  
Executive Director  
Metropolitan Mayors Caucus  
233 South Wacker Drive, Suite 800  
Chicago, IL 60606

Dear Mr. Bennett:

Enclosed is a copy of the Department's final Questions and Answers regarding Landscaping which will be posted on our website. The Department believes these Questions and Answers address majority of issues raised. While there still will remain certain situations which may need to be examined on a case by case basis, we believe that the vast majority of situations should be resolved.

We thank you for your time and input on these issues.

Sincerely,

Joseph Costigan  
Director

Michael A Bilandic Building  
160 North LaSalle, Suite C-1300  
Chicago, Illinois 60601-3150  
(312) 793-2800  
Fax: (312) 793-5257

900 South Spring Street  
Springfield, Illinois 62701  
(217) 782-6206  
Fax: (217) 782-0596

Regional Office Building  
3309 West Main Street, Suite 115  
Marion, Illinois 62959  
(618) 993-7090  
Fax: (618) 993-7250

## **LANDSCAPE QUESTIONS AND ANSWERS**

Many questions have been posed to the Department regarding the application of the Prevailing Wage Act in the counties of Cook, Lake, McHenry, DuPage, Kane, Will, Kendall, Boone and Grundy to work involving landscape (e.g. plants, bulbs, seeds, bushes, shrubs etc, dirt, organic materials, sod, and nonorganic materials used in connection with landscape) and the issues relating to modifications to real estate because of the uniqueness of the work and materials involved. In response to the above referenced inquiries regarding work in these counties and comments received from concerned persons, the Department believes it is appropriate to set forth certain questions and answers, which illustrate the Department's position as a matter of its enforcement policy to issues involving landscape work and the application of the Prevailing Wage Act.

Nothing set forth below should be interpreted as a change in the Department's view regarding traditional "hardscape work" (by way of example and not limitation "work associated with building, making, forming, demolishing brick or concrete paths or walk ways, fountains, concrete or masonry planters or retaining walls") that some might consider or refer to as falling under "landscape work." The Department has considered this work to have fallen under the Prevailing Wage Act and remains covered work under the Prevailing Wage Act.

Where examples are given, they should be considered as examples only to help provide guidance and should not be considered all encompassing.

**1. Question:** Is work in connection with landscape work covered under the Prevailing Wage Act?

**Answer:** Real estate is considered by the Department as a fixed work to which the Prevailing Wage Act applies. Work performed in connection with landscape is covered work depending upon the nature of the work.

**2. Question:** What established classification of employees under the Prevailing Wage Act covers those employees who perform landscape work, which falls under the coverage of the Prevailing Wage Act?

**Answer:** For the purpose of the Prevailing Wage Act, the Department of Labor does not recognize the classification of "landscape plantsman," "landscape laborer" "landscape helper" "landscape installer" "landscape operator" or "landscape truck driver." Work performed by persons who sometimes may be called "landscape plantsman" or "landscape laborer" is covered by the classification of laborer. Work performed by persons sometimes referred to as "landscape operator" is covered by the classification of operator and work performed by persons sometimes call "landscape truckdriver" is covered by the classification of truckdriver. Neither bids nor contracts nor acceptances on landscape work covered by the Prevailing Wage Act should be based upon rates of pay



other than that those associated with the classifications of laborers, operator, or truckdriver the Department has published.

**3. Question:** What are examples of landscape work that is covered under the Prevailing Wage Act when performed in connection with other work covered under the Prevailing Wage Act?

**Answer:** All work involving the installation or removal of landscape materials in conjunction with or as part of work which is otherwise covered under the Prevailing Wage Act is also work covered by the Prevailing Wage Act. For example only, and not by way of limitation; 1) original installation of landscape materials in connection with covered work involving buildings or structures; 2) landscape work in conjunction with covered work involving any road, boulevard, street, highway, bridge project, sewer or underground project; 3) lawn and landscape restoration performed in conjunction with covered work involving trenches and manholes, pipes, cables and conduits; 4) preparation of and landscaping of approaches associated with covered work performed in connection with shafts, tunnels, subways, and sewers; 5) landscaping of an old or new site in conjunction with covered work involving underpinning, lagging, bracing, propping or shoring; 6) landscaping in connection with covered work involving earthmoving and grading; 7) landscaping in connection with covered work performed at a park or preserve.

Even if the landscaping is to be performed after completion of the covered project, if it is an integral part of the overall project, it is deemed being performed in conjunction with or part of the project. The passage of time is not determinative. For example a municipality builds a new city hall, and the landscaping is to occur a year later or in stages over years, the landscape is an integral part of the overall project and is covered.

**4. Question:** When is landscape work no longer, considered to be performed in conjunction with or as part of a project otherwise covered under the Prevailing Wage Act?

**Answer:** Landscape work is no longer considered to be performed in conjunction with or as part of a project when the architect, project manager, or other appropriate authorized representative issues a certificate of substantial completion to the landscape contractor or other document reflecting substantial completion, such as final payment, which under the contract is to be made upon completion of work. If the manager refuses to issue such a certificate, then when the installation and or removal of all materials as required in the contract has been completed, subsequent work is no longer considered in conjunction with or part of the project. For example, after planting a tree or shrub, the initial edging, mulch application and watering and continued mulching, watering, edging, trimming of already installed materials while the contractor is at the job site performing work under the contract, is work performed in conjunction with and/or part of a project since it is work integral to the covered activities. However, if the contractor has fulfilled the installation/removal work required under the contract and left the project, and the contractor has to return months later to replace an installed plant that has died or is required to water the plants, the replacement would not be deemed work in conjunction



1000172017 12/1/2017  
Homer Industries LLC 14008 S. Archer Ave.  
Lockport IL 60441 815-639-0000  
lodd@hometree.com  
Will County

## Illinois Department of Agriculture OIS EMERALD ASH BORER COMPLIANCE AGREEMENT

Contact Person:                     

Mailing Address: Street                      City/Town                      State                      Zip                     

Telephone                      Fax                      E-mail                     

County                     

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

City/Town                      Zip code                      County                     

Applicable to State of Illinois Interim State Quarantine(s) for the Emerald Ash Borer (*Agrius planipennis*)  
Pursuant to the Insect Pest and Plant Disease Act, (305 Illinois Compiled Statutes 907.1 et seq.)

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

1. Regulated articles shall not be moved out of established quarantine zone(s) at any time unless: a) the regulated articles have been clipped/processed to a size measuring less than 1.0 inch in two dimensions; b) the bark and outer 1/2 inch of sapwood of regulated articles has been completely removed; or c) the regulated articles, including firewood, have been treated to meet USDA-APHIS-PPQ standards for Kill Sterilization (T904-b-4), Heat Treatment (T314-a), or Prolongation Treatment (T804-b-1-1);
2. From May 1 to September 1, all regulated articles originating from within the EAB quarantine zone and leaving any municipality or township of their origin shall only be transported within the EAB quarantine zone in an enclosed vehicle or a vehicle completely enclosed by a covering, such as canvas, plastic or tightly woven cloth, adequate to prevent the passage of the Emerald Ash Borer in the environment;
3. Any and all persons or entities transferring possession of regulated articles within the EAB quarantine zone to another person or entity shall inform the person or entity taking possession of the regulated article, either verbally or in writing, that the said regulated articles are subject to State and Federal quarantine regulations;
4. Employers shall inform their employees about the EAB quarantine regulations, including EAB quarantine zone boundaries, instruct employees how to identify the EAB and its signs, and require a copy of this compliance agreement to be carried by employees working in the State of Illinois; and
5. The Illinois Department of Agriculture shall be informed of any suspected EAB infestation(s).

"Regulated Articles" are hereby defined as the following:

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

Signatures of the parties below will validate this agreement which shall remain in effect until cancelled. This document may be copied, reproduced, or revised for use as a compliance form by the Illinois Department of Agriculture.

Signature/Title                      Director of Extension Date Signed: 01/18/2017

State Agency Official Signature                      Compliance Agreement No: 197-001

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



Illinois Department of Agriculture  
P.O. Box 19281  
Springfield, Illinois 62794-9281  
Phone: 217-785-2477  
Fax: 217-524-4882

One original signed agreement to be maintained at the Illinois Dept. of Agriculture and a second original signed agreement to be maintained at the company office. For up-to-date information on EAB please go to: [www.illinoiseab.com](http://www.illinoiseab.com) or [www.aphis.usda.gov/EAB](http://www.aphis.usda.gov/EAB).  
(1/1/2017, EAB Compliance Agreement/1/1/2017)



## MEMORANDUM

**DATE:** March 12, 2018

**TO:** Eric J. Palm, Village Administrator

**FROM:** John Anderson, Director of Public Works

**SUBJECT:** Renewal of Contract - 2018 Tree Trimming Program

---

**Issue:** Staff is seeking to renew the contract for the 2018 Tree Trimming Program.

**Analysis:** Over 700 parkway trees have been identified in the northern portion of the Village for contractual tree trimming. These trees have recently been logged into a database with their condition rating, size, species, and location for incorporation into the Village GIS system. This tree attribute information can be viewed on the Village website. Trees that have been identified for contractual trimming are all 12 inches in diameter or larger. Village staff will continue to perform tree trimming on trees that are less than 12 inches in diameter. It is important to keep trees trimmed on a regular basis in order to maintain the health of the tree, ensure fewer limbs fall during periods of high winds, and to improve traffic and pedestrian sightlines throughout Village streets. This is a continuation of the annual contractual trimming program. The section of the Village that will be trimmed in the fall of 2018 and spring of 2019 is the area south of Division St., north of Iowa St. between Thatcher Ave. and Harlem Ave. The contractual trimming program is a cost effective method of making sure the needed trimming is performed on a continuing basis to supplement the tree trimming performed by Public Works staff. This program also allows Village forestry crews to continue with their portion of tree removals throughout the Village.

In 2017 staff received and opened five competitive bids for tree trimming. Davis Tree Care & Landscaping, Inc. was the lowest bidder based on the per inch cost of \$39.00 for trees between 12 and 24 inches in diameter, \$75.00 for trees between 25 and 36 inches in diameter, and \$150.00 for trees over 36 inches in diameter as seen in the attached 2017 bid tabulation. The amount budgeted for contractual tree trimming in fiscal year 2019 is \$35,010. Davis Tree Care & Landscaping, Inc. performed well last year and has agreed to hold their 2017 bid pricing for work performed in fiscal year 2019. They have also had numerous municipal tree trimming and removal contracts throughout the local area in recent years. Accordingly, we recommend the award of the 2018 Tree Trimming Contract to Davis Tree Care & Landscaping, Inc.

**Recommendation:** If the Village Board concurs with Staff's recommendation, the following motion would be appropriate: Motion to award the 2018 Tree Trimming Program to Davis Tree Care & Landscaping, Inc. in the not to exceed amount of \$35,010 and authorize the Village Administrator to execute the contract agreement.

## River Forest 2017 Tree Trimming Bid Tabulation

Bid Criteria		Trees Per	
		DBH Range	Range
		12" to 24"	548
		25" to 36"	144
		Over 36"	17

Company	Bid per DBH Range			Total Cost	Rank
Steve Piper & Sons	12" to 24"	\$46.85	\$25,673.80	<b>\$40,042.30</b>	<b>3</b>
	25" to 36"	\$86.50	\$12,456.00		
	Over 36"	\$112.50	\$1,912.50		
Davis Tree Care & Landscaping	12" to 24"	\$39.00	\$21,372.00	<b>\$34,722.00</b>	<b>1</b>
	25" to 36"	\$75.00	\$10,800.00		
	Over 36"	\$150.00	\$2,550.00		
Clean Cut Tree Service	12" to 24"	\$105.00	\$57,540.00	<b>\$81,650.00</b>	<b>5</b>
	25" to 36"	\$145.00	\$20,880.00		
	Over 36"	\$190.00	\$3,230.00		
Acres Group	12" to 24"	\$45.00	\$24,660.00	<b>\$35,550.00</b>	<b>2</b>
	25" to 36"	\$65.00	\$9,360.00		
	Over 36"	\$90.00	\$1,530.00		
Winklers Tree And Landscaping	12" to 24"	\$68.00	\$37,264.00	<b>\$48,739.00</b>	<b>4</b>
	25" to 36"	\$68.00	\$9,792.00		
	Over 36"	\$99.00	\$1,683.00		
	12" to 24"		\$0.00	<b>\$0.00</b>	
	25" to 36"		\$0.00		
	Over 36"		\$0.00		
	12" to 24"		\$0.00	<b>\$0.00</b>	
	25" to 36"		\$0.00		
	Over 36"		\$0.00		



## CALL FOR BIDS

- I. Name of Project: 2018 Tree Trimming Program
- II. Instructions and Specifications:  
A. Bid Opening Date/Time: N/A
- III. Required of All Bidders:  
A. Bid Deposit: 10%

This document comprises 37 pages

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

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





## INSTRUCTIONS

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

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

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

**Date:** N/A

**Time:** N/A

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

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

Any bid received after the date and time specified above will be returned to the Bidder unopened. Bid shall be submitted in duplicate and enclosed in a sealed opaque envelope marked "2018 Tree Trimming Program."

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

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

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

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

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



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

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

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

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

## **I. GENERAL PROVISIONS**

### **1. STANDARD SPECIFICATIONS**

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

### **2. SUPPLEMENTAL SPECIFICATIONS**

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

#### 107.01 Laws to be Observed

##### 107.01.01 Sexual Harassment Policy

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

##### 107.01.02 Eligibility for Employment in the United States

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

##### 107.01.03 Civil Rights

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

##### 107.01.04 Foreign Corporation

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

##### 107.01.05 Confidentiality of Information

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

#### 107.26 Indemnification

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

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

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

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

#### 107.27 Insurance

Add the following to Article 107.27 of the SSRBC:

##### 107.27.1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

##### 107.27.2 Deductibles and Self-Insured Retentions

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

##### 107.27.3 Other Insurance Provisions

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

##### 107.27.3.1 General Liability and Automobile Liability Coverages

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

107.27.3.2 Workers' Compensation and Employers' Liability Coverage

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

107.27.4 Verification of Coverage

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

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

107.27.5 Subcontractors

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

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

107.27.6 Assumption of Liability

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



**EXHIBIT A**

**CG 20 10 03 97**

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

---

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

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

*Copyright, Insurance Services Office, Inc. 1996*

**EXHIBIT B**

**CG 20 26 11 85**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization:**

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

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

*Copyright, Insurance Services Office, Inc. 1984*

**EXHIBIT C**

**POLICY NUMBER:**

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

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

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

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

## EXHIBIT D

(EXAMPLE)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) Completed					
PRODUCER  Fully Completed		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
INSURED  Fully Completed		INSURERS AFFORDING COVERAGE	NAIC #				
		INSURER A: Name of Insurance Company	Completed				
		INSURER B: Name of Insurance Company	Completed				
		INSURER C: Name of Insurance Company	Completed				
		INSURER D: Name of Insurance Company	Completed				
		INSURER E: Name of Insurance Company	Completed				
COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
NEW LTP	ADDITIONAL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY C0001 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNERS & CONT PROT (IF REQUIRED) <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIER PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ex. Occur)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS-COMP/PROP AGG	\$ 1,000,000
A		AUTOMOBILE LIABILITY C0001 <input checked="" type="checkbox"/> ANY AUTO C0001 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ex. Accident)	\$ 1,000,000
						BODILY INJURY (PER PERSON)	\$
						BODILY INJURY (PER ACCIDENT)	\$
						PROPERTY DAMAGE (PER ACCIDENT)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY-EX-ACCIDENT	\$
						OTHER THAN EX-ACC	\$
						AUTO ONLY-AGG	\$
B	X	EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$ per request
						AGGREGATE	\$ per request
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If Yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	<input checked="" type="checkbox"/> WC STATUS <input type="checkbox"/> OTHER TORY LIMITS	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE-EX-EMPLOYEE	\$ 500,000
						E.L. DISEASE-POLICY LIMIT	\$ 500,000
		OTHER Professional Liability (if requested)	Policy Number	Policy Start Date	Policy End Date		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS List Project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.							
CERTIFICATE HOLDER				CANCELLATION			
Additional Insured: Village of River Forest, its officials, employees, agents, attorneys and volunteers.				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.			
				SIGNATURE OF AUTHORIZED AGENT			

## EXHIBIT E

### ADDITIONAL INSURED ENDORSEMENT

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

This endorsement modifies coverage provided under the following:

Commercial General Liability  
Coverage Part

Name of Individuals or Organization:

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

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

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

Original Created – 1/2002  
Revised – 1/2005



108.06 Labor, Methods, and Equipment

Add the following to Article 108.06 of the SSKBC:

108.06.1 Overtime Work

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

**2.2 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

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

**"EQUAL EMPLOYMENT OPPORTUNITY"**

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

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

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

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

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

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

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

### **2.3 COMPLIANCE WITH FREEDOM OF INFORMATION ACT REQUESTS**

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

### **2.4 RESPONSIBILITIES OF CONTRACTOR**

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

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

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



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

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

## **2.5 CONTRACTOR'S DEFAULT FORFEITURE OF CONTRACT**

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

## **2.6 ASSIGNMENT OF CONTRACT**

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

## **2.7 SUSPENSION OF WORK**

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

## **2.8 LIMITATION OF OPERATIONS**

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

## **2.9 PERFORMANCE BOND**

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

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

#### **2.10 PAYMENT BOND**

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

#### **2.11 PAYMENTS**

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

#### **2.12 DIRECTOR OF PUBLIC WORKS'S AUTHORITY**

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

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

#### **2.13 NIGHT, SUNDAY, AND HOLIDAY WORK**



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

#### **2.14 LOCAL REGULATIONS**

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

### **III. SPECIAL PROVISIONS**

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

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

#### **3.1 SCOPE OF WORK (Tree Trimming)**

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

#### **3.2 COMMENCEMENT OF WORK**

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

Total number of trees to be trimmed is estimated at 916 for this period.

#### **3.3 BY WHOM THE WORK IS TO BE DONE**

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

#### **3.4 PERIODIC INSPECTION**

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

### 3.5 METHOD OF MEASURING

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

### 3.6 LOCATION OF WORK

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

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

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

### 3.7 PRUNING SPECIFICATIONS

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

#### 3.7.1 For trees 12"-16" in diameter:

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



- At least  $\frac{1}{4}$  of the foliage should be on branches (temporary and permanent) arising in the lower  $\frac{2}{3}$  of the tree. Similarly, branches should have like distribution of foliage along their length.
- 3.71.1 Raise all lower branches and hanging branches to a minimum height of 16 feet where practical on trees over 16" in diameter. Not more than one-fourth of foliage of mature trees to be removed.
- 3.71.2 Remove all sucker growth on the main trunk(s) to first main crotch. Remove all dead, dying, diseased, interfering, objectionable and weak branches and stubs greater than two inches in diameter from all trees.  
To avoid misunderstanding, the terms in parts 3.71.2 above will be used as defined below:
  - 1 "Sucker Growth" - The bushy and undesirable growth of small shoots on the trunk of a tree or in close proximity to the trunk.
  - 2 "Interfering Branches" - Branches which are growing in contact with or within (15) feet of signage, manmade structures or overhanging a structure.
  - 3 "Objectionable Branches" - Branches, which are growing in such a manner that, they cause unnecessary crowding, or are undesirable if the natural form and shape of the tree is to be achieved, or are growing in a direction heading into the crown of the tree.
- 3.71.3 Remove one of two or more crossed and/or rubbing branches greater than 2 inches in diameter from all trees where practical.
- 3.71.4 All cuts to be made sufficiently close to parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions.
- 3.71.5 Rope down all branches where damage could be incurred by gouging of a sodded area and/or damage to public walks. Use caution where there is the possibility of damaging adjacent privately owned shrubs, trees, or flowers.
- 3.71.6 Pre-cut all limbs being removed whenever there is a possibility of stripping the bark.
- 3.71.7 Report any structural weakness, decayed trunk or branches, split crotch or branches, or girdling roots within 24 hours of locating to the Forestry Supervisor.
- 3.71.8 No person working in trees shall use shoes with spikes or any other footwear, which will, in the Village's opinion, injure the trees while work is being performed. At no time shall any person working in trees for pruning purposes wear spurs or climbing irons.
- 3.71.9 Upon completion of pruning, there shall be a minimum of 16 feet clearance from house and buildings (including roofs).
- 3.71.10 Clear all streetlight and traffic control devices including non-illuminated signage to allow adequate lighting and sign visibility for the length of the prune cycle. Clear small parkway trees to allow natural growth habit without severely altering the form of the larger tree.

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

### **3.8 CLEANUP**

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

### **3.9 SAFETY**

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

### **3.10 REMOVAL OF DEBRIS**

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

### **3.11 CONTRACTOR'S REPRESENTATIVE**

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

### **3.12 WORKERS**

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

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

### **3.13 ARBORIST CERTIFICATION & SIMILAR PROJECT EXPERIENCE**

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

### **3.14 ACCIDENT PREVENTION**

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

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

### **3.15 DAMAGE TO PRIVATE OR PUBLIC PROPERTY**

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

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

### **3.16 REPORTING**

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

### **3.17 PUBLIC RELATIONS**

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

### **3.18 PARKING**

No off-street parking for equipment shall be provided for by the Village of River Forest on any of



the Village's public properties.

### **3.19 EQUIPMENT**

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

### **3.2 CONTRACT WORK HOURS**

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

### **3.3 OBSERVANCES OF LAWS, ORDINANCES AND REGULATIONS**

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

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

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

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

### **3.4 TRAFFIC CONTROL PLAN**

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

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

The governing factor in the execution and staging of work for this contract is to provide the

motoring public with the safest possible travel conditions near the work zone. The Contractor shall arrange his operations to keep the closing of any traffic lane(s) of the roadway to a minimum.

### **3.5 PEDESTRIAN SIDEWALK CONTROL**

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

**PROPOSAL**

**VILLAGE OF RIVER FOREST, ILLINOIS**

**2017 TREE TRIMMING PROGRAM**

(Complete in Duplicate)

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

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

Size Class	D.B.H.	# of Trees	Unit Price (price per tree)	Sub Total
1	12" to 24" inch diameter	766	\$39.00	\$
2	25" to 36" Inch diameter	150	\$75.00	\$
3	Over 36" Inch diameter	0	\$150.00	\$
Total Amount				\$

\*Estimated number of trees to be trimmed: 916

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

Company Name: Davis Tree Care and Landscaping Inc

Address: 7455 Franklin St

Forest Park, IL 60130

Contact Phone #: 708-271-8504

Authorized Signature: [Signature]

Title: President

(Corporate Seal)

TO THE PRESIDENT AND  
BOARD OF TRUSTEES  
VILLAGE OF RIVER FOREST

Date: 06/16/17

400 Park Avenue  
River Forest, Illinois 60305

1. The undersigned TRISTEE CURR AND ASSOCIATES  
(Name of Bidder)

7454 Franklin St. Forest Park, IL 60130  
(Address of Bidder)

by Robert R. Deiss, as President  
(Officer, Attorney, Manager, Secretary)

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

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



8. The undersigned further understands and agrees that if this Proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, and to do all of the Work, and to furnish all of the materials specified in the Contract, in the manner and at the time therein prescribed, and in accordance with the requirements set forth.
9. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined, multiplied by the unit prices shown in the Schedule of Prices contained herein.
10. The undersigned further agrees that if the Village decides to extend or shorten the Project, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the Specifications, he will perform the Work as altered, increased, or decreased at the Contract unit prices.
11. The undersigned further agrees that the Village may, at any time during the progress of the Work covered by this Contract, order other Work or materials incidental thereto and that all such Work and materials as do not appear in the Proposal or Contract as a specific item accompanied by a unit price, and which are not included under the Bid price for other items in this Contract, shall be performed as extra Work, and that he will accept as full compensation the actual cost as determined in the Specifications.
13. The undersigned further agrees to execute a Contract for this Work and present the same to the Village within Ten (10) Days from the date of receipt of the Contract from the Village.
14. The undersigned further agrees to carry the necessary Public Liability Worker's Compensation Insurance to protect the and such others as may be cited in the Specifications, from any claims that may arise in connection with the construction of said Work and furnish a Certificate of Insurance naming said parties as Additional Insureds.
15. The undersigned further agrees to submit a Work schedule to the Village not later than Ten (10) Days after the execution and approval of the Contract and Contract bond, unless otherwise provided, and to prosecute the Work in such manner and with sufficient materials, equipment, and labor and will insure its completion within the time limit specified herein, it being understood and agreed that the undersigned agrees to commence the work no sooner than the **first reported frost date in the fall of 2017** and complete the Work no later than **April 1, 2018**, unless additional time is granted by the Village in accordance with the provisions of the Specifications. In case of failure to complete the Work by the completion date set herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Village shall withhold from such sums as may be due him under the terms of this Contract, the costs as set forth in the SSRBC. These costs will be considered and be treated not as a penalty but as damages due the Village from the undersigned by reasons of inconvenience and added costs to the Village resulting from the failure of the undersigned to complete the Work within the time specified in the Contract. **The undersigned further agrees that unit prices within this Contract will be used to perform tree trimming work as needed in the Village through April 30, 2018.**

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

SIGNATURES

(IF AN INDIVIDUAL)

Signature of Bidder

Business Address

Telephone Number

(IF A CO-PARTNERSHIP)

Firm Name

Signed By

Business Address

Telephone Number

(INSERT NAMES & ADDRESSES

OF ALL MEMBERS OF THE FIRM)

(IF A CORPORATION)

Corporate Name

Signed By

President

Business Address

Telephone Number

Fax Number

(INSERT NAMES OF OFFICERS)

President

Secretary

ATTEST:

Treasurer

Secretary

(SEAL)

## **SUBCONTRACTORS LIST**

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

1) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

2) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

3) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

4) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

5) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

6) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

7) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

8) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_



## EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

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

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



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

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

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

Executed this 16 day of June 2016 by:  
2017

Duke-Tech Corp and Lindbeck, Inc  
Firm name

By: Robert R. Daks

President

Title

(Seller)

**STATE OF ILLINOIS**  
**DRUG FREE WORKPLACE CERTIFICATION**

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

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

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

(a) Publishing a statement:

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

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

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

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

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

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

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

DOWNS-THE WORK AND LEADERSHIP INC  
Printed Name of Organization

Robert R. Davis  
Signature of Authorized Representative

Robert R. Davis      02/16/17  
Printed Name and Title      Date

\_\_\_\_\_  
Requisition/Contract/Grant ID Number

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

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

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

NOW THEREFORE, IT IS HEREBY CERTIFIED THAT the undersigned,

Davis-Rule Case and Landscaping, Inc

(individual, firm, corporation or other entity)

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

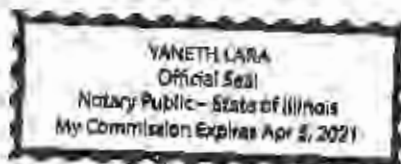
DATE: 06/16/17

By: Robert R Davis

ATTEST:

Vaneth Lara

(SEAL)





**CONTRACTOR CERTIFICATION**  
**SEXUAL HARASSMENT POLICY**

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

Signed by: \_\_\_\_\_

(Corporate  
Seal)

Title: \_\_\_\_\_

Name & Address  
of Contractor  
or Vendor

President  
Duke-Tone Construction, Inc.  
7459 Franklin St  
Forest Park, IL 60130

Subscribed and sworn to before me

this 16 day of June, 2016

Vaneth Lara

Notary Public



## REFERENCES

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



# Western Surety Company

## CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 62212910 briefly described as FORESTRY VILLAGE OF RIVER FOREST

for DAVIS TREE CARE AND LANDSCAPING INC

as Principal in the sum of \$ TWENTY-FIVE THOUSAND AND NO/100 Dollars, for the term beginning November 07, 2016, and ending November 07, 2017, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 03 day of October, 2016.



WESTERN SURETY COMPANY

By

*Paul T. Brulat*

Paul T. Brulat, Vice President

**THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/29/2016

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

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

PRODUCER 1-800-851-7740  
Florists' Mutual Insurance Company/Bortica,  
Florists' Insurance Services Inc  
P O Box 428  
1 Borticultural Lane  
Edwardsville, IL 62025  
Burt Pato

CONTACT NAME Jackie Brooks (Account# 226542)  
PHONE (A/C No. Ext.) 800-851-7740 x1965 FAX (A/C No.) 866-838-9256  
E-MAIL ADDRESS jbrooks@bortica.com

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED A: FLORISTS MUT INS CO	13978
INSURED B:	
INSURED C:	
INSURED D:	
INSURED E:	
INSURED F:	

## COVERAGES

CERTIFICATE NUMBER: 47246959

REVISION NUMBER:

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

OWN LTR	TYPE OF INSURANCE	ADOL SUM INSR WVO	POLICY NUMBER	POLICY EFFECT DATE MM/DD/YYYY	POLICY EXP DATE MM/DD/YYYY	LIMITS
A	GENERAL LIABILITY		SP 13341	06/30/16	06/30/17	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADULT INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOUND AGG \$2,000,000 \$
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
	GENL AGGREGATE LIMIT APPLIES PER					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY		PMA 009261	06/30/16	06/30/17	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS				
	<input checked="" type="checkbox"/> HIRE/AUTOS	<input checked="" type="checkbox"/>				
	UMBRELLA/LINE	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS/LINE	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED RETENTIONS					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N				WC/STAT/
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATION/INDUSTRY	<input type="checkbox"/> N/A				OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pesticide/Herbicide Application Coverage		SP 13341	06/30/16	06/30/17	Per Occurrence 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS (LOCATION AND VEHICLES (Attach ACORD 101, Additional Reports Schedule, & more space as required))

Certificate Holder is listed as their interest may appear per attached form 12032 (07/13)

Re: Village Permit

## CERTIFICATE HOLDER

Village of River Forest

400 Park Ave

River Forest, IL 60305

052

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Handwritten Signature*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/15/2016

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

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

<b>PRODUCER</b> Florida Insurance Service Inc. P O Box 428 Edwardsville, IL 62025		<b>CONTACT</b> PHONE (618) 656-4240 FAX (618) 656-2513 E-MAIL pstriegel@horica.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: LIA Insurance Corporation INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
<b>INSURED</b> Davis Tree Care & Landscape Inc. 7459 Franklin Street Forest Park IL 60130			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

WBS LTR	TYPE OF INSURANCE	AGGREGATE LIMIT (USD)	POLICY NUMBER	POLICY EFF DATE (MM/YY)	POLICY EXP DATE (MM/YY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMBOP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE <input type="checkbox"/> AUTOS ONLY  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LMB EXCESS LMB  <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY FRODOE (CORPORATE/EXECUTIVE OFFICER/MEMBER/EMPLOYEE) (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC5395-347369-016	7/1/18	7/1/17	X / PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACCORD 101, Additional Remarks Schedule E, may be attached if in one space is required)

**CERTIFICATE HOLDER****CANCELLATION**Village of River Forest  
400 Park Ave  
River Forest, IL 60305

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

AUTHORIZED REPRESENTATIVE

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## MEMORANDUM

**DATE:** March 12, 2018

**TO:** Eric J. Palm, Village Administrator

**FROM:** John Anderson, Director of Public Works

**SUBJECT:** Approval of Motor Fuel Tax Resolution -  
2018 Maintenance of Streets and Highways

---

**Issue:** Staff is seeking approval of a Resolution for Streets and Highways by Municipality Under the Illinois Highway Code that authorizes expending Motor Fuel Tax (MFT) funds for the 2018 Street Improvement Project (SIP).

**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 \$150,000 for the construction of this project.

This project was designed in-house and has been approved by IDOT. It is anticipated that it will be competitively bid in the coming weeks. Assuming favorable bid results, the contract award for construction of this project will be submitted under a separate cover memo at a future meeting. IDOT requires that the attached resolution be approved prior to the acceptance of a contract for construction.

**Recommendation:** Staff is recommending a motion to approve a resolution appropriating \$150,000.00 of Motor Fuel Tax funds for the 2018 Maintenance Agreement.

**Attachment:** IDOT Resolution



## MEMORANDUM

**DATE:** March 12, 2018

**TO:** Eric J. Palm, Village Administrator

**FROM:** John Anderson, Director of Public Works

**SUBJECT:** Ordinance Correction – Parking Restrictions on Thatcher Avenue

---

**Issue:** Staff is seeking an update to the Village Ordinance regarding parking restrictions on Thatcher Avenue between Division Street and Greenfield Street.

**Analysis:** During the 2017 construction season, the Illinois Department of Transportation (IDOT) had Thatcher Avenue resurfaced, between Chicago Avenue and North Avenue. As part of this work, pavement markings were also replaced to match the parking zones that were present before the resurfacing work began. Unfortunately, some areas were marked incorrectly and Village Staff has worked with IDOT Staff to address the required modifications. It is anticipated that these changes will be made as weather permits in spring of 2018.

In reviewing the parking restrictions along this corridor in conjunction with the IDOT project, it came to the attention of Village Staff that although pavement markings have historically indicated that parking is not permitted on Thatcher Avenue between Division Street and Greenfield Street, there is currently no language within the Village Ordinance to support this restriction. As such, Village Staff requests that the appropriate modification be made to the Village Ordinance to support the aforementioned parking restriction.

**Recommendations:** Staff recommends approval of the attached ordinance with the following motion: Motion to install a No Parking Zone on the east side of Thatcher Avenue between Division Street and Greenfield Street and to update section 9-3-12 of the Village Ordinance accordingly.

**Attachments:**  
Revised Ordinance

**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 9-3-12 thereof, entitled "Schedule 12, No Parking" be amended by adding the following:

THATCHER AVENUE, the east side from Division Street to Greenfield Street.

**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.

**AYES:**

**NAYS:**

**ABSENT:**

**ADOPTED**

Catherine Adduci  
Village President

**ATTEST:**

Kathleen Brand-White  
Village Clerk



# Village of River Forest



## POLICE DEPARTMENT MEMORANDUM

**TO:** Eric Palm- Village Administrator

**FROM:** James O'Shea- Chief of Police

**DATE:** March 5, 2018

**SUBJECT:** February 2018 Monthly Report

---

### Crime Statistics

The month of February 2018 showed a significant decrease in Part I offenses, and moderate decrease in Part II reported crimes compared to February 2017. Part I decreased by 50% in reported crimes compared to February 2017. Part II offenses decreased by 30% in reported crimes in February 2018 in comparison to February 2017, with 48 occurring in February 2018 and 78 reported in February 2017. Decreases in Burglary from Motor Vehicle and Theft incidents contributed to this reduction. Overall, activity (Events) decreased in February 2018 by 20% compared to the same time frame in February 2017.

	Feb 2018	Feb 2017	Diff. +/-	% +/-	YTD 2018	YTD 2017	Diff. +/-	% +/-
Part I*	9	18	-9	-50%	25	38	-13	-34%
Part II**	48	78	-30	-38%	114	168	-54	-32%
Reports***	126	156	-30	-19%	265	313	-48	-15%
Events****	1735	2183	-448	-20%	3646	4507	-861	-19%

\*Part I Offenses include homicide, criminal sexual assault, robbery, aggravated battery, burglary, theft, and motor vehicle theft.

\*\*Part II Offenses include simple battery, assault, criminal trespass, disorderly conduct, and all other misdemeanor and traffic offenses.

\*\*\*Reports (new category as of September 2015) include total number of reports written by officers during the month.

\*\*\*\*Events (new category as of September 2015) include all activities conducted by officers, including foot patrols, premise checks, traffic stops, and all other calls for service not included as PART I and PART II offenses.

## **Town Center**

The Police Department conducted 159 calls for service at the Town Center properties in February 2018; of those calls there were twenty-four (24) reported crimes, which included seven (7) Retail Thefts, and seventeen (17) Panhandler/Criminal Trespass events.

## **Collaboration and Relationship Strengthening**

- Meeting with Cook County 4<sup>th</sup> District Presiding Judge Ingram at Maybrook Courthouse, 02/01/18.
- Participate in CPD Vehicular Hijacking Taskforce Press Conference at CPD Headquarters, 02/11/18.
- Participate in Administrator's Forum at District 90 Headquarters, 02/13/18.
- Community Outreach Meeting with members of the River Forest African American community at the River Forest Village Hall, 02/15/18.
- Meeting with Cook County Forest Preserve Police Chief Kelvin Pope at River Forest Police Department, 02/21/18.
- River Forest sponsored a meeting with Cook County Sheriff's Police executives and police chief's from Elmwood Park, Forest Park, and River Grove reference overlapping patrols being provided by CCSPD and the sharing data/intelligence information, 02/22/2018.
- Meeting with Dominican University to collaborate on a grant proposal funded by the US Department of Justice called Violence against Women on Campus, 02/26/18.

## **School and Community Support**

During this period, the SRO/CSO division spent a considerable amount of time following-up with residents from the January Community Meeting. Many residents took advantage of having Ofc. Czernik come to their homes and do a security survey or answer general questions regarding security and crime related issues. This month the SRO/CSO division also attended a Cook County Department of Homeland Security NARCAN training seminar that resulted in CCDHS providing our entire sworn staff of officers with NARCAN. Sgt. Grill also attended an IMPACT meeting led by the Township to discuss how to best respond to the opioid crisis at a local level by creating the Oak Park and River Forest Opioid Task Force made up of various community stakeholders.

## **Highlights**

- Residential Security Surveys were conducted at five (5) residences.
- Taught ISEARCH Classes at the following schools:
  - ✓ 4 classes at Willard on 2/7/18.
  - ✓ 4 classes at Lincoln on 2/28/18.

- Taught Too Good For Drugs at the following schools:
  - ✓ St. Vincent on 2/6/18.
  - ✓ St. Vincent and St. Luke on 2/20/18.
  - ✓ St. Vincent, St. Luke and Grace Lutheran on 2/27/18.
- Held regular status update meeting with principals at the following schools:
  - ✓ Grace Lutheran on 2/12/18.
  - ✓ St. Vincent, Trinity, and Roosevelt on 2/22/18.
- Attended training for new NARCAN program at Maywood PD on 2/1/18.
- Met with condo president at 435 William regarding security on 2/2/18.
- Conducted a cyber-safety presentation for St. Luke 8<sup>th</sup>-graders on 2/5/18.
- Attended NIPAS trainings on 2/8/18 and 2/13/18.
- Conducted a school lockdown drill at Grace Lutheran on 2/12/18.
- Attended meeting with a group of concerned citizens at RFPD on 2/15/18.
- Met with director of West Suburban Temple regarding safety and security on 2/19/18.
- Completed Police Law Institute training on 2/23/18.
- Met with director of Goeddert Center regarding safety and security on 2/27/18.
- Assisted Detectives with ongoing investigation 18-00152 throughout entire month.

### **UPCOMING School and Community Support Activities for March 2018**

Ofc. Czernik will:

- Attend Basic Cyber Crimes training at Triton College on 3/1/18 & 3/2/18.
- Speak about personal safety at Trinity student assembly on 3/2/18.
- Conduct lockdown/safety presentation at Goeddert Center on 3/5/18.
- Facilitate Lockdown drill at Roosevelt on 3/6/18.
- Meet with St. Luke Principal and some staff regarding school safety 3/6/18.
- Attend the "M" team meeting at the Oak Park Township on 3/15/18.
- Attend Use-of-force training at Lisle PD on 3/19/18 & 3/20/18.
- Attend mandatory NIPAS training on 3/21/18.
- Develop and Begin Alcohol compliance checks through OP Township grant.
- Collaborate with Sgt. Buckner to transition NARCAN supplies and program.
- Collaborate with Sgt. Greenwood on in-service training for less-lethal weapons.
- Continue regular Foot Patrols and Business Checks throughout the business district.
- Continue to teach ISEARCH and Too Good For Drugs Classes.
- Continue scheduling and performing residential security surveys.
- Continue scheduling and conducting crime prevention presentations by request.
- Remain in contact with all elementary schools, Trinity, and both Universities to ensure there are no pending issues that the police department needs to address.

Sgt. Grill will:

- Assist with Red Light hearings.
- Assist with Adjudication hearings and manage caseload.
- Manage movie and commercial film details, permits, and requests.

- Assist with Information Technology projects.
- Address subpoenas, FOIA requests and other records requests for various sources of police video used in police response and criminal investigations.
- Manage various grant activities.
- Assist with Vehicle Maintenance and Equipment.

OEO Kaniecki will:

- Monitor parking issues near the various schools.
- Monitor parking issues near the River Forest Community Center.
- Monitor and enforce parking regulations in Daily Fee, Time Zone, Resident Only Zones, and Handicapped Parking Only Areas etc.
- Assist with Evidence Management.
- Assist with Court records communications.
- Assist with Animal related calls for service.
- Provide traffic control services during Fire and Police related events.

Active Solicitor Permits		
Individual or Organization	Description	Expires
WeedMan	Lawn Care	22-Mar-18
Power Home Remodeling	Home Repair	21-Apr-18
Renewal By Anderson	Window Installation	2-May-18
Point Pest Control	Pest Control	11-Aug-18

## **Budget and Fiscal Monitoring**

### **February 01 – February 28, 2018**

During the month of January, parking citation revenue was below the estimated monthly projection by \$3,456. Administrative tow revenue is slightly under monthly projections of \$11,733. Local ordinance revenue was up by \$1,770 compared to average yearly projection to date of \$5,750. Overtime was over the anticipated monthly average of \$14,583, but this expenditure is still below the anticipated YTD average of \$145,830.

### **Revenue/Expenditure Summary**

Category	Total # Paid 02/18	Total # paid FY18 Y-T-D	Expenditure/ Revenue 02/18	FY18 Y-T-D Expenditure/Revenue
Parking/Compliance Citations	311	2707	\$11,185	\$115,366
Admin. Tows	15	222	\$7,500	\$111,000
Local Ordinance	1	42	\$50.00	\$7,520
Overtime	301 hrs	1,237 hrs.	\$19,828	\$123,134

## **Significant Arrests and Notable Arrests:**

### **18-00145                      Retail Theft**

On February 02, 2018 River Forest officers responded to the Jewel/Osco in reference to a Retail Theft. The description of the offender was provided by the store employee, and officers located a subject at Lake/Clinton matching the description. The offender, a 44 year old male from Shorewood, Illinois was positively identified by a store employee who witnessed him remove \$367.28 worth of over the counter medication from the store without purchasing the items. The subject was charged with misdemeanor retail theft and released on an I-Bond.

### **18-00205                      No Valid DL (for failing to register as a sex offender)**

On February 16, 2018 a River Forest Officer conducted a traffic stop in the 7100 block of North Ave on a vehicle for a speeding violation. The driver, a 47 year old male from Chicago presented a driver's license which subsequently was determined as cancelled by the Secretary of State for failure to show proof of his registration status as a registered sexual offender. The subject was taken into custody for No Valid Driver's License. The subject was charged with No Valid driver's License and other traffic violations. The subject was later released on bond.

### **18-00219                      Disorderly Conduct/Violation of Order of Protection/Resisting Arrest**

On February 20, 2018 River Forest Officers responded to a call of a disturbance in the 400 block of 407 Ashland involving a subject throwing rocks at a window of a residence. Upon arrival to the area officers located the subject, a 50 year old male River Forest matching the offender description given out by dispatch. Officers attempted to detain the subject and he fled on foot. The subject was apprehended after a short foot pursuit and resisted arrest but was eventually taken into custody. The investigation revealed that the subject was also violating an order of protection by being at the address where he committed the disorderly conduct (throwing rocks). The subject was charged with Disorderly Conduct, Violation of an Order of Protection and Resisting a Police Officer. He was held for bond hearing.

### **18-00221                      Warrant Arrest (Retail Theft)**

On February 20, 2018 River Forest officers were patrolling the Town Center parking lot and observed two subjects in a physical altercation. Officers found that one party, a 40 year old female was fighting with a loss prevention agent from a nearby business because he was trying to take back stolen proceeds. The female lied to officers about her identity and was arrested for an investigation. In the station the female provided her real name to officers and had an outstanding warrant out of Melrose Park for retail theft. She was turned over to the Melrose Park police for processing.

### **18-00237                      Unlawful Use of a Weapon**

On February 22, 2018 River Forest officers responded to the parking lot between Roosevelt Middle School and the River Forest Library for a report of a suspicious vehicle where the occupants were smoking cannabis. Officers made contact with the 20 year old female from Dolton who is the registered owner, and the 23 year old male passenger from Berkeley. A consent search of the vehicle was conducted, and a loaded 9MM handgun was located in the glove compartment. Both subjects were taken into custody. Post Miranda the female subject related that the handgun belonged to the male passenger. The Cook County Felony Review Unit was contacted and they denied felony charges. Both the male and female were charged with Unlawful Use of a



Weapon, Possession of a Firearm without a FOID, and Possession of Ammunition without a FOID. Both were released on bond.

#### **18-00239                      Retail Theft**

On February 23, 2018 River Forest officers were dispatched to the Jewel for a retail theft where the offender stole 2 bottles of vodka and fled from employees. River Forest and Forest Park officers responded to the area and apprehended the 29 year old male near DSW warehouse in the Town Center after a short foot chase. The male had been arrested in January for stealing liquor from Jewel and had been banned from the store. He was arrested and charged with Retail Theft and Criminal Trespass. He was sent to Maybrook court house for a bond hearing and given a court date.

The following chart summarizes and compares the measured activity for all three Patrol Watches during the month of February 2018:

	Midnights 2230-0630	Day Watch 0630-1430	Third Watch 1430-2230
Criminal Arrests	2	6	4
Warrant Arrests	1	1	2
D.U.I Arrests	3	0	0
Misdemeanor Traffic Arrests	5	6	7
Hazardous Moving Violations	28	71	39
Compliance Citations	9	25	27
Parking Citations	191	126	16
Traffic Stop Data Sheets	68	127	154
Quasi-Criminal Arrests/ L.O	0	4	0
Field Interviews	13	52	49
Premise Checks/Foot Patrols	141	239	318
Written Reports	8	54	44
Administrative Tows	4	4	5
Booted vehicles	0	0	0
Sick Time used (in days)	6	2	1

#### **Detective Division**

Sergeant Labriola was reassigned from the Patrol Division to thirteen (13) days performing detective duties. The reassignment was based on Sergeant Greenwood's scheduled training. Sergeant Labriola was also assigned to four (4) patrol shifts during the month.

Sergeant Greenwood worked ten (10) scheduled days performing detective duties. Sergeant Greenwood was in class for ten (10) scheduled training days at Northwestern University School of Police Staff and Command course.

Sergeants Greenwood attended the NARCAN training at the Maywood Masonic Temple on 02/01/18. The

Cook County Department of Homeland Security and Emergency Management provided area departments with NARCAN and tourniquets for every officer at their departments. NARCAN is a life-saving medicine that reverses the effects of opiates.

Sergeant Greenwood attended a meeting with Cook County Sheriff's Police Command Staff and members of the Strategic Operations Center on 02/22/18 at the River Forest Police Department. Command staff and Detective Unit supervisors from Elmwood Park, Forest Park, and River Grove were also in attendance. Chief O'Shea had scheduled the meeting to discuss on-going efforts to reduce the crimes of Vehicular Hijacking and Motor Vehicle Theft in the area. The Sheriff's Police extended their offer to assist in any way that they can and offered access to technology through the Strategic Operations Center.

During the month of February, the Detective Unit opened up/reviewed nine (9) cases for potential follow-up. Of those cases, one (1) was Cleared by Arrest, one (1) was Exceptionally Cleared, four (4) were Administratively Closed or Suspended, and three (3) are Pending. The Unit also continued to investigate open cases from previous months.

#### Year to Date Arrest Statistics

Quantity Arrested	# Felony Charges	# Misdemeanor Charges	# Warrants
5	3	2	0

#### February 2018 Case Assignment Summary

Part I	# Cases	Cleared by Arrest	Adm Closed	Screen Out	Susp	Except	Pend	Refer	Unfound
Burglary	1						1		
Part I Total	1						1		
Part II	# Cases	Cleared by Arrest	Adm Closed	Screen Out	Susp	Except Clear	Pend	Refer	Unfound
Deceptive Practice	1		1						
Information for Police	2						2		
Missing Juvenile	1		1						
Retail Theft	2		1			1			
Violation of Order of Protection	1	1							
Violent Criminal Registration	1		1						
Part II Total	8	1	4			1	2		
TOTALS	9	1	4			1	3		

### February 2018 Juvenile Arrests

Offenses	Adjusted	Cited	Petitioned	Referred
Retail Theft	0	0	1	0
Total (1)	0	0	1	0

### New Investigations

#### **18-00140 Violent Offender Registration**

Sergeant Greenwood met with Jervone Walker on 02/01/18. Walker had moved to River Forest and is required to register as an Illinois Murderer per his sentencing guidelines. Sergeant Greenwood worked with Bellwood Police to have Walker's record placed in Moving Status. Walker received his copy of the Illinois Murderer Registration Act Form and was fingerprinted and photographed. The information was transmitted to the Illinois State Police and Walker's record was updated.

#### **18-00185 Burglary**

River Forest Police responded to the Burglary at a building owned by Concordia University at 1115 Monroe on 02/12/18. The unknown offender had broken a window and made entry during the night and removed several pieces of camera equipment, a computer, and other electronics. The scene was processed by an Evidence Technician and the area was canvassed for leads, including surveillance video, with no new information. This case is still pending.

#### **18-00080 Aggravated Vehicular Hijacking**

River Forest Police responded to the 500 block of Monroe on January 19, 2018 at about 5:47 pm for the Aggravated Vehicular Hijacking that had just occurred. The victim reported that two offenders ordered him from his SUV at gunpoint. He complied and the offenders fled the scene in the vehicle. Further investigation resulted in the victim's vehicle being recovered, forensic evidence being used to identify suspects, and arrests being made. Several suspects, all juveniles, have been identified as occupants of the vehicle through fingerprints as of 02/21/18. Investigators are working with law enforcement partners in an effort to locate the suspects.

### Training

During the month of February 2018, Department members initiated or completed training courses that were scheduled over a several month period. The information detailing the courses and total training time is listed below.

Officer Name	Course Title	Start	End	Hours
Balaguer	Report Writing for Police Officers	02/20/2018		8
Eberling	Skywarn-Weather Spotter for First Responders	02/27/2018		2
Humphreys	Skywarn-Weather Spotter for First Responders	02/27/2018		2
Heneghan	Skywarn-Weather Spotter for First Responders	02/27/2018		2
Total Hours				14



## MEMORANDUM

TO: Eric J. Palm  
Village Administrator

FROM: Kurt Bohlmann  
Kur Bohlmann  
Fire Chief

DATE: March 7, 2018

SUBJECT: Monthly Report – February – 2018

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The Fire Department responded to 162 calls during the month of February. This is about our average number of calls in comparison to 2017. We experienced 9 fire related calls for the month. Emergency Medical Service calls represent 56% of our response activity for the month of February.

Incident Group	Count
100 – Fire	9
200 – Rupture/Explosion	1
300 – Rescue/EMS	91
400 – Hazardous Condition	5
500 – Service Calls	8
600 – Good Intent	27
700 – False Alarm	21
800 – Severe Weather	0
900 – Special Incidents	0

The Fire Department started a new program in February. The ambulance crew is providing minor essentials for the homeless when they run across them in their duties. Items include socks, gloves, hats, combs, toothbrushes, toothpaste and water. An initial anonymous donation was used to fund the project and Local 2391 or possibly the River Forest Township will help replace supplies in the future. The program is expected to cost about \$500 per year but will have no budgetary impact and is a great way to help support the less fortunate in our community.

I attended the IPERLA Supervisory Skills seminar in Glen Ellyn. I gained a lot of good information on personnel management.

I met with Brian Staunton, Executive Director of WSCDC, and a representative of FirstNet to discuss the timeline and potential for FirstNet's use in River Forest. FirstNet is a national communications system for first responders developed by the Federal Government after 9-11. Each state was required to opt-in or opt-out. Governor Rauner signed the paperwork for Illinois to opt-in in December.

The Fire Department spent considerable time at Dominican University to review the fire suppression operations, including extent of suppression sprinklers and standpipe locations.

TRIPCOM, our three-community Medical Reserve Corps (MRC), continues to plan a live exercise for May 2018.

### **Officers Meeting**

Topic discussed during our monthly department officers meeting include;

- Evaluations
- Personnel
- Apparatus
- Fire Alarm Keys
- Training
- Exhaust at ROPH

### **Incidents of Interest**

Primary incidents within River Forest were both faulty furnaces that caused no damage.

See details below.

### **Suppression Activities**

For the month of February, we responded to 162 emergency calls, which is about our normal amount of calls. Of this total, nine were fire related incidents. Seven of these fire incidents occurred in River Forest. The other two fire incidents occurred outside of River Forest.

The first two fire incidents were smoke from faulty furnaces in River Forest. No damage occurred at either fire.



The third fire was burning trash in Oak Park. River Forest crews stood by until released.

The other six fires were cooking fires that caused no damage. One was in Elmwood Park. The other five were in River Forest.

## **Training**

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

- All shifts continued their assigned building inspections
- All shifts working with new members to acquaint with our procedures.
- Div 11 Haz Mat drill in Oak Park on Feb 21<sup>st</sup> and 28<sup>th</sup>. Subject was rig maintenance, Terrorism and an in service on new lights.
- Div 11 TRT drill in Oak Park on Jan 15<sup>th</sup> & 16<sup>th</sup>. Subject was rig maintenance.
- Loyola CE topic was Pediatric immobilization and human trafficking
- Lt. Rose attended NIMS ICS 300 & 400 at NIPSTA.
- Lt. Rose finished Blue Card online training
- Lt's Bochenek, Howe and Carter continued Blue card online training.

## **Paramedic Activity**

We responded to 91 ambulance calls making contact with 90 patients for the month of February, which is about our monthly average number of EMS calls. Of this total, 32 patients were classified as ALS, 54 were BLS, and 2 were invalid assists. 18 of the 54 BLS patients refused treatment and/or transport.

A detailed monthly EMS report is available for review.

## **Fire Prevention**

During the month of February, the Fire Prevention Bureau conducted 15 Regular Inspections, 29 Company Inspections and 9 Plan Reviews with 48 Violations noted and 27 violations corrected.

A detailed monthly Fire prevention report is available for review.



## MEMORANDUM

**DATE:** March 6, 2018  
**TO:** Eric J. Palm, Village Administrator  
**FROM:** John Anderson, Director of Public Works  
**SUBJECT:** Monthly Report – February 2018

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### Executive Summary

In the month of February the department of Public Works continued with winter operations and focused heavily on tree trimming, sewer jetting and televising, and snow and ice removal. There were seven instances that required staff to respond to snow and ice events. These snow and ice events resulted in distributing 273.7 tons of salt on Village streets through a combination of rock salt and the use of salt brine prior to the anticipated snowfall. A particularly large winter storm occurred on February 8<sup>th</sup> and 9<sup>th</sup>. Public Works crews began salting Village streets at 5:30pm on the 8<sup>th</sup> with three salt trucks. At 9pm six more staff members arrived and plowing began. Nine snow plows are used for this type of snow removal operation. There are a variety of dump trucks, 1 ton trucks, and pickup trucks used for snow clearing and any needed salting of Village streets. We also use a front end loader and skid steer if necessary. Staff continued to plow until all streets and alleys were cleared. A total of 7.3 inches of snow fell over a 48 hour period. Supervisory staff conducted interviews for the engineering intern position. This position will be responsible for assisting the Village Engineer with annual maintenance tasks such as sidewalk inspections, and identifying street patching locations. Progress was also made in receiving the necessary permits for upcoming capital projects. This includes receiving the IDOT permit for our Street Improvement Project, and the MWRD permit for the Gale Avenue alley reconstruction project.

Public Works Item Approved by the Village Board of Trustees in February:

- Waiver of Formal Bid and Award of Contract to KLOA Engineering for a Safe Routes to School Study in a not-to-exceed amount of \$20,500

### Engineering Division Summary

- Received and processed 4 grading permits
- Conducted monthly Combined Sewer Overflow (CSO) inspection
- Participated in webinar – “American Society of Civil Engineers Guideline Update”
- Interviewed 2018 Engineering Intern candidates
- Started Safe Walking Routes to Schools Project

- Received IDOT permit for 2018 SIP Project
- Received MWRD permit for Gale Ave Alley Project
- Continued design/permitting phase work for Chicago Ave Resurfacing Project
- Completed survey for 2018 Water Main Improvement Project
- Continued design of 2018 Alley Improvement Project

#### Public Works – Operations

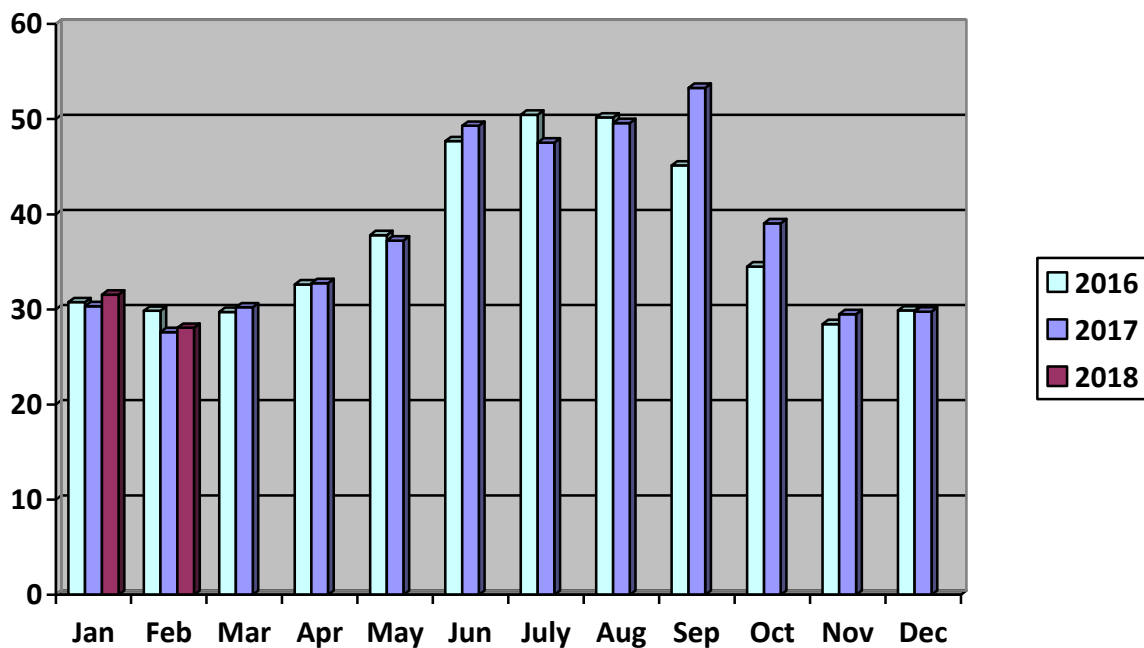
The following is a summary of utility locate requests received from JULIE (Joint Utility Locating Information for Excavators) and work orders (streets, forestry, water, sewer, etc.) that were received and processed during the past 12 months:

	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Utility Locates	114	199	207	228	131	177	170	123	88	28	45	34
Work orders	27	39	54	57	64	54	30	29	25	14	11	8

#### Water and Sewer

Monthly Pumpage: February's average daily pumpage of 1.00 million gallons (MG) is slightly higher than February's average of 0.99 MG in 2017.

#### Volume of Water Pumped into the Distribution System (Million Gallons)



In the month of February Water Division personnel continued the replacement of batteries within MXUs (water meter reading devices) based on the errors in the meter reading reports performed each month. Residents and businesses were notified of backflow violations, they were given notice to comply or have the water shut off on a specific date for non-compliance. The purpose of this program is to remain in compliance with IEPA requirements. The 2017 – 2018 water meter replacement program continued and 101 of the 105 meters identified for replacement have been

replaced to date.

The Water Division personnel performed these additional tasks in February:

- Installed 27 meters
- Responded to 136 service calls
- Exercised 1 water system valve

#### Streets and Forestry

Staff in the Streets and Forestry division focused heavily on tree trimming and snow and ice response. These are the details of the tasks performed frequently in the month of February:

<b>Description of Work Performed</b>	<b>Quantity</b>
Trees Trimmed	228
Street Sweeping (curb miles)	147
Sign Repairs/Fabrication	6
Sewer Jetting (linear feet)	3,412
Sewer Televising (linear feet)	3,962
Inlet/Catch Basin Cleaning	1
Number of Snow & Ice Responses	7
Street Salting (tons)	273.7



## Village of River Forest

### Village Administrator's Office

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

## MEMORANDUM

Date: March 1, 2018

To: Eric Palm, Village Administrator

From: Lisa Scheiner, Assistant Village Administrator

Subj: Building & Zoning Report - February, 2018

The Village issued 58 permits in February, 2018, compared to 107 during the same month in 2017. Permit revenue collected in February, 2018 totaled \$24,376, compared to \$62,891 in January. Fiscal Year total permit revenue has now reached 82% of the \$475,000 projected for FY 17-18. The following noteworthy building permits were issued in February, 2018:

- 7327-7329 North Avenue - Dental office build-out

### Planned Development Project Updates

Below please find a summary of the status of approved planned development permits as well as certain pending applications.

#### *Approved:*

- The Promenade (7820 W. Madison Street - Approved July 13, 2015) – Construction and inspection of the unoccupied townhomes and project site continues. Under the Planned Development Ordinance construction must be completed by April 13, 2018 for the planned development permit to remain valid. A model unit is open and occupancy has now been granted to five of the 29 units. Staff continues to work with the developer to ensure that the conditions of partial occupancy are met.
- Concordia University Residence Hall (Bonnie Brae Place - Approved July 12, 2016) – The University has been granted a certificate of final occupancy for the first three floors of the building following a final inspection by the MWRD. The Village received plans for the build-out of the fourth and fifth floors in February, 2018. Under the Planned Development Ordinance, construction must be completed by April, 2019 for the planned development permit to remain valid.
- The Avalon (Bonnie Brae Condominiums - 1101-1111 Bonnie Brae Place - Approved November 17, 2016) – The Development Review Board held a public hearing to consider a major amendment regarding encroachment of certain architectural features into the required setbacks. The Development Review Board recommended approval



of the amendment to the Village Board of Trustees and this matter will be on the March 12, 2018 Board Agenda for consideration. Under the terms of a minor amendment that was granted in January, 2018, the developer must commence construction by July 30, 2018.

*Pending:*

- Concordia University Cell Tower (7400 Augusta) - The University introduced the project to the Village Board on January 9, 2017, regarding a possible increase to the height of a portion of the parking garage to allow for the installation of an additional cellular antenna. A neighbor meeting was held on March 15, 2017. A pre-filing conference with the Development Review Board was held on April 6, 2017 to consider the University's request for waivers of several application requirements. In February the University appeared before the Development Review Board with a revised plan and affirmed that the waiver for a traffic and parking study still stands. University Staff informed the Village that some changes have been made to the plan and that they anticipate an application will be submitted for this major amendment soon.
- Lake and Lathrop - The developer held a meeting with residents within 500 feet of the subject property regarding the pending planned development. The developer hopes to proceed to public hearing in April, 2015.

## **Permit and Real Estate Transfer Activity Measures**

### **Permits**

Month	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
May	101	113	124	178	128
June	99	104	144	179	153
July	76	112	150	140	194
August	105	84	144	145	123
September	83	111	180	130	152
October	82	120	149	140	119
November	62	55	72	98	79
December	39	43	79	55	71
January	23	24	66	107	69
February	27	22	67	87	58
March	47	41	109	120	
April	93	78	97	148	
<b>Two Month Comparison</b>	<b>50</b>	<b>46</b>	<b>133</b>	<b>194</b>	<b>127</b>
<b>Fiscal Year Total</b>	<b>837</b>	<b>907</b>	<b>1,381</b>	<b>1,527</b>	<b>1,088</b>

### **Real Estate Transfers**

	February 2018	February 2017	FY 2018 Total	FY 2017 Total
<b>Transfers</b>	13	12	191	256

### Residential Property Demolition

	February 2018	FYTD 2018 Total	FY 2017 Total	FY 2016 Total
<b>Residential Demolitions</b>	<b>0</b>	<b>4</b>	<b>7</b>	<b>3</b>

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

Address

Architectural Survey Notes

None



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

## MEMORANDUM

Date: March 7, 2018  
 To: Eric Palm, Village Administrator  
 From: Lisa Scheiner, Assistant Village Administrator  
 Subj: Village-Wide Performance Measurement Report – February 2018

Building Department Performance Measures	FY 2017 Actual	FY 2018 Goal	February Actual	FY 2018 YTD
Plan reviews of large projects completed in 21 days or less	62% (93 of 151)	95%	89% (8 of 9)	70% (81 of 116)
Average length of review time for plan reviews of large projects	N/A	>21	18.78 days	17.5 days (Monthly Avg)
Re-reviews of large projects completed in 14 days or less	72% (128 of 177)	95%	92% (12 of 13)	83% (133 of 160)
Average length of review time for plan re-reviews of large projects	N/A	>14	8.23 days	9.0 days (Monthly Avg)
Plan reviews of small projects completed in 7 days or less	100% (181 of 181)	95%	100% (1 of 1)	100% (173 of 173)
Express permits issued at time of application	100% (216 of 217)	100%	100% (10 of 10)	100% (200 of 200)
Inspections completed within 24 hours of request	100% (1796 of 1796)	100%	100% (112 of 112)	100% (1762 of 1762)
Contractual inspections passed	89% (1592 of 1796)	80%	92% (103 of 112)	87% (1533 of 1762)
Inspect vacant properties once per month	100% (395 of 395)	100%	100% (19 of 19)	100% (265 of 265)
Code violation warnings issued	N/A	N/A	12	180
Code violation citations issued	N/A	N/A	7	73
Conduct building permit survey quarterly	4	1 per quarter	0	3
Make contact with existing business owners	60	5/month 60/year	5	50

<b>Fire Department Performance Measures</b>	<b>FY 2017 Actual</b>	<b>FY 2018 Goal</b>	<b>February Actual</b>	<b>FY 2018 YTD</b>
Average fire/EMS response time for priority calls for service (Includes call processing time)	4:04 minutes	5 Min	4:11 minutes	3:58 minutes
Customer complaints and/or public safety professional complaints	0%	<1%	0%	0%
All commercial, multi-family and educational properties inspected annually	319	335 inspections	44	692
Injuries on duty resulting in lost time	0	<3	0	3
Plan reviews completed 10 working days after third party review	5.39 days on average	<10	3.22 days on average	5.2 days on average
Complete 270 hours of training for each shift personnel	8237.	4824	395.8	6637.8
Inspect and flush fire hydrants semi-annually	1716	892 annually	0	1530

<b>Police Department Performance Measures</b>	<b>FY 2017 Actual</b>	<b>FY 2018 Goal</b>	<b>February Actual</b>	<b>FY 2018 YTD</b>
Average police response time for priority calls for service (Does not include call processing time)	3:57 minutes	4:00	3:24 minutes	3:51 minutes
Injuries on duty resulting in lost time	1	0 Days Lost	0	0
Reduce claims filed for property & vehicle damage caused by the Police Department by 25%	3	<3	0	0
Maintain positive relationship with the bargaining unit and reduce the number of grievances	1	0%	0	0
Reduce overtime and improve morale by decreasing sick leave usage	128.5 days	10% reduction	8 days	143 days
Track accidents at Harlem and North to determine impact of red light cameras	22 accidents	10% reduction	3 accidents	16 accidents
Decrease reported thefts (214 in 2012)	199	5% reduction	7	168
Formal Citizen Complaints	0	0	0	0
Use of Force Incidents	5	0	0	7
Send monthly crime alerts to inform residents of crime patterns and prevention tips	10	1 email/month; 12 emails/year	10	40

<b>Public Works Performance Measures</b>	<b>FY 2017 Actual</b>	<b>FY 2018 Goal</b>	<b>February Actual</b>	<b>FY 2018 YTD</b>
Complete tree trimming/pruning service requests within 7 working days	95% (154 of 162)	95%	100% (2 of 2)	97% (144 of 149)
Complete service requests for unclogging blocked catch basins within 5 working days	100% (14 of 14)	95%	100% (1 of 1)	100% (4 of 4)
Percent of hydrants out of service more than 10 working days	0.00% (0 of 4840)	<1%	0.00% (0 of 440)	0.00% (0 of 3960)
Replace burned out traffic signal bulb within 8 hours of notification	100% (4 of 4)	99%	N/A	100% (1 of 1)
Complete service requests for patching potholes within 5 working days	100% (12 of 12)	95%	N/A (0 of 0)	100% (9 of 9)
Repair street lights in-house, or schedule contractual repairs, within five working days of notification	98% (55 of 56)	95%	100% (3 of 3)	100% (39 of 39)
Safety: Not more than two employee injuries annually resulting in days off from work	2	≤2	0	0
Safety: Not more than one vehicle accident annually that was the responsibility of the Village	0	≤1	0	0
Televis 2,640 lineal feet of combined sewer each month from April – September	191% (35231 of 18480)	2,640/ month (15,840/ year)	N/A (3962 of 0)	291% (38472 of 13200)
Exercise 25 water system valves per month	75% (205 of 275)	25/month (300/year)	04% (1 of 25)	82% (185 of 225)
Complete first review of grading plans within 10 working days	100% (87 of 87)	95%	100% (4 of 4)	100% (90 of 90)

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





## Village of River Forest

### MONTHLY FINANCE REPORT Fiscal Year 2018 through January 31, 2018

This report includes financial information for Fiscal Year 2018 through January 31, 2018 which represents 75.0% of the fiscal year. A revenue and expenditure report by fund and account and an investment report for January 2018 are attached.

#### GENERAL FUND

#### Revenues, Expenditures and Changes in Fund Balance Fiscal Year 2018 through January 31, 2018

	2018		Percent
	Budget	Actual	Rec/Exp
REVENUES			
Taxes			
Property Taxes	\$6,281,777	\$4,082,154	64.98%
General Sales Taxes	1,907,716	1,361,185	71.35%
Non Home Rule Sales Tax	876,001	631,234	72.06%
Utility Taxes	646,550	407,012	62.95%
Restaurant Tax	172,106	128,741	74.80%
Telecommunications Tax	313,573	218,375	69.64%
Other Taxes	282,664	170,293	60.25%
Intergovernmental Revenue			
Personal Property Replacement Tax	122,636	69,506	56.68%
Use Tax	282,652	204,518	72.36%
State Income Taxes	1,128,372	733,566	65.01%
Licenses and Permits	1,221,371	943,922	77.28%
Charges for Services			
Garbage Collections	1,041,380	749,351	71.96%
Other Charges for Services	709,618	460,273	64.86%
Fines	292,210	191,011	65.37%
Investment Income	72,453	37,565	51.85%
Grants and Contributions	54,599	33,989	62.25%
Miscellaneous Revenues	297,043	153,383	51.64%
TOTAL REVENUES	\$15,702,721	\$10,576,078	67.35%
EXPENDITURES			
Administration	\$ 1,613,502	\$ 1,207,681	74.85%
E911	557,094	311,097	55.84%
Police & Fire Commission	20,225	8,667	42.85%
Building and Development	450,299	357,519	79.40%
Legal Services	142,000	85,155	59.97%
Police Department	5,958,431	4,155,382	69.74%
Fire Department	4,322,304	2,864,487	66.27%
Public Works	2,710,785	2,023,754	74.66%
Transfer to TIF	1,050,000	1,050,000	100.00%
TOTAL EXPENDITURES	\$16,824,640	\$12,063,742	71.70%
NET CHANGE IN FUND BALANCE	(\$1,121,919)	(\$1,487,664)	

**Revenues**

Fiscal year-to-date revenue collections are at 67.35%. The majority of the second installment of the 2016 levy has been received. Revenues from the first installment of the 2017 levy began coming in during January 2018 which is earlier than usual. Normally we don't see first installment collections until the end of February. Transfer Tax revenues are performing well; however, higher amounts are generally collected for this revenue source during the spring and summer. Restaurant taxes are on target. Other tax revenues are lower than anticipated. The Income tax payments beginning in August of 2017 reflect the State's FY 2018 10% reduction. The budgeted amount for sales and non-home rule sales taxes includes revenue from Fresh Thyme which opened in June of 2017. There is a three-month lag in sales tax collections from the State and beginning in September we saw a significant increase in sales tax revenues. Utility tax payments are typically higher during the warmer summer (electric) and cooler winter (gas) months and vary based on weather conditions. License and permit revenue is higher because of vehicle sticker collections. The vehicle stickers needed to be purchased by July 14<sup>th</sup> to avoid a late charge. Tickets for failure to purchase vehicle stickers were issued in October. Grants and Contributions include police and fire training reimbursements, bullet proof vest reimbursements and an IDOT Traffic Safety Grant payment.

**Expenditures**

Expenditures are at 71.7% of the budgeted amount. Salaries and benefits, with the exception of overtime, include payment for services rendered through the end of the month. Other expenditures are slightly lower because there is about a month lag between the time that goods are received or services are performed, and when the vendor payment is made for the goods or services. Payments made in May for goods received and services performed prior to May 1st were posted to the prior fiscal year. The budgeted TIF Transfer was increased to \$1,050,000 in November 2017. The additional \$1,000,000 was transferred in December 2017. The original \$50,000 transfer was recorded in July. The TIF Transfers are intended to be funded with reserves.

**WATER AND SEWER FUND**

**Revenues, Expenditures and Changes in Net Position  
Fiscal Year 2018 through January 31, 2018**

	<b>2018</b>		<b>Percent</b>
	<b>Budget</b>	<b>Actual</b>	<b>Rec/Exp</b>
Operating Revenues			
Permit Fees	\$ 11,605	\$ 13,150	113.31%
Water Sales	3,110,766	2,618,452	84.17%
Sewer Sales	2,058,549	1,714,995	83.31%
Water Penalties	31,966	21,639	67.69%
Miscellaneous	21,923	23,465	107.03%
Total Operating Revenues	\$ 5,234,809	\$ 4,391,701	83.89%
Operating Expenses			
Salaries and Benefits	\$ 1,093,617	\$ 823,192	75.27%
Contractual Services	554,484	399,531	72.05%
Water From Chicago	1,638,973	1,210,925	73.88%
Materials and Supplies	66,550	50,523	75.92%
Depreciation/Debt Service	1,486,790	1,133,597	76.24%
Transfer to CERF	96,879	72,659	75.00%
Operating Expenses including Depreciation	\$ 4,937,293	\$ 3,690,427	74.75%
Operating Revenues over Operating Exp	\$ 297,516	\$ 701,274	
Capital Improvements	\$ (828,500)	\$ (546,763)	65.99%
Total Revenues over Expenses	\$ (530,984)	\$ 154,511	

Water and Sewer revenues are up and include higher summer consumption. The amount of water pumped into the distribution system has increased 3.3% from the same period in the prior fiscal year due to the hot, dry September weather. Overall expenses appear slightly lower due to the delay in receiving and paying invoices for commodities and contractual services. Personnel expenses are about on target. There is a one month lag in payments to the City of Chicago for FY 2018 water usage; however, the amount paid reflects higher summer consumption. Debt Service expenses include payments on the IEPA loan, the Community Bank loan and the 2008B GO Bonds.

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

Fund #	Fund	Revenues			Expenditures		
		2018 Budget	2018 YTD Actual	% Rec	2018 Budget	2018 YTD Actual	% Exp
03	Motor Fuel Tax	\$ 289,850	\$ 219,189	75.62%	\$ 325,060	\$ 261,335	80.40%
05	Debt Service Fund	\$ 252,936	\$ 163,836	64.77%	\$ 248,804	\$ 247,543	99.49%
13	Cap Equipmnt Replcmnt	\$ 582,154	\$ 439,069	75.42%	\$1,032,325	\$ 735,978	71.29%
14	Capital Improvement	\$ 898,361	\$ 691,689	76.99%	\$1,159,985	\$ 280,597	24.19%
16	Economic Development	\$ 9,341	\$ 4,101	43.90%	\$ 831,427	\$ 623,388	74.98%
31	TIF-Madison	\$1,050,000	\$1,050,297	100.03%	\$1,064,132	\$1,013,055	95.20%
32	TIF-North	\$ -	\$ 101		\$ 50,000	\$ 19,769	39.54%

### **CASH AND INVESTMENTS**

Fund #	Fund	Cash and Money Markets	IMET Convenience Fund	Investments	Total
1	General	\$ 593,000	\$ 419,282	\$ 3,802,023	\$ 4,814,305
3	Motor Fuel Tax	\$ 324,248	\$ -	\$ 250,535	\$ 574,783
5	Debt Service Fund	\$ 32,371	\$ 69,577	\$ -	\$ 101,948
13	Capital Equip Replacement	\$ 47,103	\$ 155,064	\$ 3,236,174	\$ 3,438,341
14	Capital Improvement	\$ 497,196	\$ 525,659	\$ 782,995	\$ 1,805,850
16	Economic Development Fund	\$ 97,816	\$ 132,166	\$ -	\$ 229,982
31	TIF-Madison Street	\$ 39,749	\$ -	\$ -	\$ 39,749
32	TIF- North Avenue	\$ 25,906	\$ -	\$ -	\$ 25,906
2	Water & Sewer	\$ 547,275	\$ 555,254	\$ 495,422	\$ 1,597,951
<b>Total</b>		<b>\$ 2,204,664</b>	<b>\$ 1,857,002</b>	<b>\$ 8,567,149</b>	<b>\$ 12,628,815</b>

### **JANUARY 2018 FINANCE ACTIVITIES**

1. FY 2019 preliminary revenue budgets were finalized and entered into Springbrook.
2. Staff began reviewing the requested FY 2019 Budget with departments.
3. Staff attended multiple meetings regarding the second floor efficiency improvements.
4. IRS W-2 and 1099-Misc forms were prepared and distributed.
5. Staff attended a BKD cybersecurity seminar and viewed a GASB webinar.
6. Staff attended a Police and Firefighters Pension Board meeting and a joint meeting to discuss pension funding policies.
7. The December 2016 to December 2017 increase in the CPI will be 2.1% for the 2018 Tax Levy.

# General Ledger

## Village of River Forest

User: jrock  
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 Period 09 - 09  
 Fiscal Year 2018



Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
<b>01</b>	<b>General Fund</b>							
<b>00</b>								
01-00-00-41-1000	Property Tax-Prior Years	3,059,834.00	2,967,986.99	0.00	9,468.21	2,977,455.20	82,378.80	97.31
01-00-00-41-1021	Property Tax-Current Year	3,221,943.00	0.00	0.00	1,104,698.69	1,104,698.69	2,117,244.31	34.29
	<b>Property Taxes</b>	<b>6,281,777.00</b>	<b>2,967,986.99</b>	<b>0.00</b>	<b>1,114,166.90</b>	<b>4,082,153.89</b>	<b>2,199,623.11</b>	<b>64.98</b>
01-00-00-41-1150	Replacement Tax	122,636.00	69,505.61	0.00	0.00	69,505.61	53,130.39	56.68
01-00-00-41-1190	Restaurant Tax	172,106.00	113,896.35	0.00	14,845.14	128,741.49	43,364.51	74.80
01-00-00-41-1200	Sales Tax	1,907,716.00	1,202,289.29	0.00	158,896.12	1,361,185.41	546,530.59	71.35
01-00-00-41-1205	State Use Tax	282,652.00	180,117.23	0.00	24,400.60	204,517.83	78,134.17	72.36
01-00-00-41-1210	Non-Home Rule Sales Tax	876,001.00	558,943.66	0.00	72,290.22	631,233.88	244,767.12	72.06
01-00-00-41-1250	Income Tax	1,128,372.00	648,668.13	0.00	84,897.55	733,565.68	394,806.32	65.01
01-00-00-41-1450	Transfer Tax	111,964.00	93,119.00	15.00	8,643.00	101,747.00	10,217.00	90.87
01-00-00-41-1460	Communication Tax	313,573.00	194,567.64	0.00	23,807.17	218,374.81	95,198.19	69.64
01-00-00-41-1475	Utility Tax Elec	446,000.00	281,456.41	0.00	35,992.51	317,448.92	128,551.08	71.18
01-00-00-41-1480	Utility Tax Gas	200,550.00	68,782.80	0.00	20,780.93	89,563.73	110,986.27	44.66
01-00-00-41-1550	E911 State Taxes	170,700.00	68,545.75	0.00	0.00	68,545.75	102,154.25	40.16
	<b>Other Taxes</b>	<b>5,732,270.00</b>	<b>3,479,891.87</b>	<b>15.00</b>	<b>444,553.24</b>	<b>3,924,430.11</b>	<b>1,807,839.89</b>	<b>68.46</b>
01-00-00-42-2115	Pet Licenses	2,000.00	1,300.00	0.00	20.00	1,320.00	680.00	66.00
01-00-00-42-2120	Vehicle Licenses	291,485.00	280,929.80	22.50	1,642.50	282,549.80	8,935.20	96.93
01-00-00-42-2345	Contractor's License Fees	83,000.00	59,200.00	0.00	4,650.00	63,850.00	19,150.00	76.93
01-00-00-42-2350	Business Licenses	17,000.00	4,857.50	0.00	300.00	5,157.50	11,842.50	30.34
01-00-00-42-2355	Tent Licenses	300.00	120.00	0.00	0.00	120.00	180.00	40.00
01-00-00-42-2360	Building Permits	475,000.00	288,634.88	2,650.00	30,022.86	316,007.74	158,992.26	66.53
01-00-00-42-2361	Plumbing Permits	48,000.00	24,350.00	0.00	3,330.00	27,680.00	20,320.00	57.67
01-00-00-42-2362	Electrical Permits	51,000.00	32,631.75	0.00	3,624.25	36,256.00	14,744.00	71.09
01-00-00-42-2364	Reinspection Fees	3,500.00	12,075.00	225.00	825.00	12,675.00	-9,175.00	362.14
01-00-00-42-2365	Bonfire Permits	60.00	30.00	0.00	0.00	30.00	30.00	50.00
01-00-00-42-2368	Solicitors Permits	500.00	600.00	0.00	0.00	600.00	-100.00	120.00
01-00-00-42-2370	Film Crew License	5,650.00	2,900.00	0.00	0.00	2,900.00	2,750.00	51.33
01-00-00-42-2520	Liquor Licenses	23,500.00	27,012.50	0.00	100.00	27,112.50	-3,612.50	115.37
01-00-00-42-2570	CableVideo Svc Provider Fees	220,376.00	167,664.00	0.00	0.00	167,664.00	52,712.00	76.08

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
	<b>Licenses &amp; Permits</b>	<b>1,221,371.00</b>	<b>902,305.43</b>	<b>2,897.50</b>	<b>44,514.61</b>	<b>943,922.54</b>	<b>277,448.46</b>	<b>77.28</b>
01-00-00-43-3065	Police Reports	2,100.00	1,509.00	5.00	230.00	1,734.00	366.00	82.57
01-00-00-43-3070	Fire Reports	600.00	625.00	0.00	100.00	725.00	-125.00	120.83
01-00-00-43-3180	Garbage Collection	1,041,380.00	682,155.09	139.38	67,334.81	749,350.52	292,029.48	71.96
01-00-00-43-3185	Penalties on Garbage Fees	7,767.00	4,671.22	133.82	707.79	5,245.19	2,521.81	67.53
01-00-00-43-3200	Metra Daily Parking	29,035.00	21,378.51	0.00	3,558.08	24,936.59	4,098.41	85.88
01-00-00-43-3220	Parking Lot Permit Fees	48,627.00	52,876.50	0.00	10,086.50	62,963.00	-14,336.00	129.48
01-00-00-43-3225	Administrative Towing Fees	140,800.00	92,000.00	0.00	11,000.00	103,000.00	37,800.00	73.15
01-00-00-43-3230	Animal Release Fees	500.00	5.00	0.00	0.00	5.00	495.00	1.00
01-00-00-43-3515	NSF Fees	200.00	50.00	0.00	0.00	50.00	150.00	25.00
01-00-00-43-3530	5050 Sidewalk Program	10,000.00	9,432.29	0.00	0.00	9,432.29	567.71	94.32
01-00-00-43-3536	Elevator Inspection Fees	4,500.00	-100.00	0.00	0.00	-100.00	4,600.00	-2.22
01-00-00-43-3537	Elevator Reinspection Fees	400.00	1,050.00	0.00	50.00	1,100.00	-700.00	275.00
01-00-00-43-3540	ROW Encroachment Fees	0.00	150.00	0.00	0.00	150.00	-150.00	0.00
01-00-00-43-3550	Ambulance Fees	390,000.00	192,052.82	509.10	29,200.32	220,744.04	169,255.96	56.60
01-00-00-43-3554	CPR Fees	1,200.00	960.00	0.00	0.00	960.00	240.00	80.00
01-00-00-43-3557	Car Fire & Extrication Fee	1,000.00	500.00	0.00	0.00	500.00	500.00	50.00
01-00-00-43-3560	State Highway Maintenance	56,323.00	28,828.50	0.00	0.00	28,828.50	27,494.50	51.18
01-00-00-43-4020	WSCDC Janitorial Service	6,566.00	0.00	0.00	0.00	0.00	6,566.00	0.00
01-00-00-43-4030	Workers Comp Payments	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00
	<b>Charges for Services</b>	<b>1,750,998.00</b>	<b>1,088,143.93</b>	<b>787.30</b>	<b>122,267.50</b>	<b>1,209,624.13</b>	<b>541,373.87</b>	<b>69.08</b>
01-00-00-44-4230	Police Tickets	175,700.00	98,679.82	160.00	10,859.12	109,378.94	66,321.06	62.25
01-00-00-44-4240	Red Light Camera Revenue	32,760.00	0.00	0.00	0.00	0.00	32,760.00	0.00
01-00-00-44-4300	Local Ordinance Tickets	6,900.00	3,168.88	0.00	850.00	4,018.88	2,881.12	58.24
01-00-00-44-4430	Court Fines	56,900.00	39,247.08	0.00	5,607.09	44,854.17	12,045.83	78.83
01-00-00-44-4435	DUI Fines	6,600.00	9,677.64	0.00	1,143.34	10,820.98	-4,220.98	163.95
01-00-00-44-4436	Drug Forfeiture Revenue	5,000.00	1,283.55	0.00	0.00	1,283.55	3,716.45	25.67
01-00-00-44-4439	Article 36 Forfeited Funds	6,350.00	7,584.27	0.00	0.00	7,584.27	-1,234.27	119.44
01-00-00-44-4440	Building Construction Citation	2,000.00	11,745.02	0.00	1,325.00	13,070.02	-11,070.02	653.50
	<b>Fines &amp; Forfeits</b>	<b>292,210.00</b>	<b>171,386.26</b>	<b>160.00</b>	<b>19,784.55</b>	<b>191,010.81</b>	<b>101,199.19</b>	<b>65.37</b>
01-00-00-45-5100	Interest	72,453.00	49,868.54	0.00	1,348.30	51,216.84	21,236.16	70.69
01-00-00-45-5200	Net Change in Fair Value Interest	0.00	-11,203.39	2,448.71	0.00	-13,652.10	13,652.10	0.00
		<b>72,453.00</b>	<b>38,665.15</b>	<b>2,448.71</b>	<b>1,348.30</b>	<b>37,564.74</b>	<b>34,888.26</b>	<b>51.85</b>
01-00-00-46-6408	Cash OverShort	0.00	-10.50	0.00	0.00	-10.50	10.50	0.00
01-00-00-46-6410	Miscellaneous	40,000.00	9,154.80	675.00	51.85	8,531.65	31,468.35	21.33
01-00-00-46-6411	Miscellaneous Public Safety	4,500.00	700.00	0.00	70.00	770.00	3,730.00	17.11



Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-00-00-46-6412	Reimbursements-Crossing Guards	61,700.00	28,447.77	0.00	0.00	28,447.77	33,252.23	46.11
01-00-00-46-6415	Reimbursement of Expenses	6,000.00	668.12	0.00	0.00	668.12	5,331.88	11.14
01-00-00-46-6417	IRMA Reimbursements	45,000.00	24,631.47	0.00	105.00	24,736.47	20,263.53	54.97
01-00-00-46-6510	T-Mobile Lease	40,843.00	26,968.83	0.00	3,470.98	30,439.81	10,403.19	74.53
01-00-00-46-6511	WSCDC Rental Income	48,000.00	51,405.37	0.00	8,394.82	59,800.19	-11,800.19	124.58
01-00-00-46-8001	IRMA Excess	50,000.00	0.00	0.00	0.00	0.00	50,000.00	0.00
	<b>Miscellaneous</b>	<b>296,043.00</b>	<b>141,965.86</b>	<b>675.00</b>	<b>12,092.65</b>	<b>153,383.51</b>	<b>142,659.49</b>	<b>51.81</b>
01-00-00-46-6521	Law Enforcement Training Reimb	2,100.00	2,364.00	0.00	0.00	2,364.00	-264.00	112.57
01-00-00-46-6524	ISEARCH Grant	8,500.00	0.00	0.00	0.00	0.00	8,500.00	0.00
01-00-00-46-6525	Bullet Proof Vest Reimb-DOJ	3,311.00	1,854.06	0.00	0.00	1,854.06	1,456.94	56.00
01-00-00-46-6528	IDOT Traffic Safety Grant	28,688.00	22,320.33	0.00	1,148.58	23,468.91	5,219.09	81.81
01-00-00-46-6615	MABAS Grant	6,000.00	0.00	0.00	0.00	0.00	6,000.00	0.00
01-00-00-46-6620	State Fire Marshal Training	6,000.00	6,251.55	0.00	0.00	6,251.55	-251.55	104.19
01-00-00-46-7388	Sustainability Comm Donations	0.00	50.00	0.00	0.00	50.00	-50.00	0.00
	<b>Grants &amp; Contributions</b>	<b>54,599.00</b>	<b>32,839.94</b>	<b>0.00</b>	<b>1,148.58</b>	<b>33,988.52</b>	<b>20,610.48</b>	<b>62.25</b>
01-00-00-48-8000	Sale of Property	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
	<b>Other Financing Sources</b>	<b><u>1,000.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>1,000.00</u></b>	<b><u>0.00</u></b>
<b>00</b>		<b><u>15,702,721.00</u></b>	<b><u>8,823,185.43</u></b>	<b><u>6,983.51</u></b>	<b><u>1,759,876.33</u></b>	<b><u>10,576,078.25</u></b>	<b><u>5,126,642.75</u></b>	<b><u>67.35</u></b>
	<b>Revenue</b>	<b>15,702,721.00</b>	<b>8,823,185.43</b>	<b>6,983.51</b>	<b>1,759,876.33</b>	<b>10,576,078.25</b>	<b>5,126,642.75</b>	<b>67.35</b>
<b>10</b>	<b>Administration</b>							
01-10-00-51-0200	Salaries Regular	562,853.00	386,402.70	47,600.71	0.00	434,003.41	128,849.59	77.11
01-10-00-51-1700	Overtime	1,000.00	7.82	0.00	0.00	7.82	992.18	0.78
01-10-00-51-1950	Insurance Refusal Reimb	1,500.00	1,480.00	185.00	0.00	1,665.00	-165.00	111.00
01-10-00-51-3000	Part-Time Salaries	5,000.00	228.42	0.00	0.00	228.42	4,771.58	4.57
	<b>Personal Services</b>	<b>570,353.00</b>	<b>388,118.94</b>	<b>47,785.71</b>	<b>0.00</b>	<b>435,904.65</b>	<b>134,448.35</b>	<b>76.43</b>
01-10-00-52-0320	FICA	32,065.00	20,061.19	2,922.18	0.00	22,983.37	9,081.63	71.68
01-10-00-52-0325	Medicare	8,342.00	5,576.92	683.40	0.00	6,260.32	2,081.68	75.05
01-10-00-52-0330	IMRF	63,370.00	42,250.03	5,132.55	0.03	47,382.55	15,987.45	74.77
01-10-00-52-0350	Employee Assistance Program	1,750.00	0.00	0.00	0.00	0.00	1,750.00	0.00
01-10-00-52-0375	Fringe Benefits	7,890.00	5,460.16	677.52	0.00	6,137.68	1,752.32	77.79
01-10-00-52-0400	Health Insurance	56,802.00	32,932.88	4,681.33	613.51	37,000.70	19,801.30	65.14

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-10-00-52-0420	Health Insurance - Retirees	0.00	-709.96	696.49	0.00	-13.47	13.47	0.00
01-10-00-52-0425	Life Insurance	696.00	1,915.12	138.55	79.26	1,974.41	-1,278.41	283.68
01-10-00-52-0430	VEBA Contributions	13,341.00	11,687.53	0.00	0.00	11,687.53	1,653.47	87.61
01-10-00-52-0500	Wellness Program	1,500.00	1,089.54	0.00	0.00	1,089.54	410.46	72.64
	<b>Benefits</b>	<b>185,756.00</b>	<b>120,263.41</b>	<b>14,932.02</b>	<b>692.80</b>	<b>134,502.63</b>	<b>51,253.37</b>	<b>72.41</b>
01-10-00-53-0200	Communications	27,025.00	19,748.54	2,369.31	0.00	22,117.85	4,907.15	81.84
01-10-00-53-0300	Audit Services	25,090.00	18,735.00	0.00	700.00	18,035.00	7,055.00	71.88
01-10-00-53-0350	Actuarial Services	18,800.00	8,340.00	0.00	0.00	8,340.00	10,460.00	44.36
01-10-00-53-0380	Consulting Services	114,500.00	89,561.02	14,237.96	0.00	103,798.98	10,701.02	90.65
01-10-00-53-0410	IT Support	133,400.00	114,970.57	7,280.12	0.80	122,249.89	11,150.11	91.64
01-10-00-53-0429	Vehicle Sticker Program	17,115.00	14,180.72	0.00	0.00	14,180.72	2,934.28	82.86
01-10-00-53-1100	Health Inspection Services	15,500.00	7,500.00	3,750.00	0.00	11,250.00	4,250.00	72.58
01-10-00-53-1250	Unemployment Claims	5,000.00	977.14	0.00	0.00	977.14	4,022.86	19.54
01-10-00-53-2100	Bank Fees	11,271.00	7,492.77	1,036.66	0.00	8,529.43	2,741.57	75.68
01-10-00-53-2200	Liability Insurance	310,453.00	200,724.72	22,630.69	0.00	223,355.41	87,097.59	71.94
01-10-00-53-2250	IRMA Liability Deductible	74,974.00	18,801.21	0.00	0.00	18,801.21	56,172.79	25.08
01-10-00-53-3300	Maint of Office Equipment	11,505.00	7,059.32	962.70	0.00	8,022.02	3,482.98	69.73
01-10-00-53-4100	Training	7,000.00	6,525.00	55.00	0.00	6,580.00	420.00	94.00
01-10-00-53-4250	Travel & Meeting	9,550.00	7,485.24	2,168.40	0.00	9,653.64	-103.64	101.09
01-10-00-53-4300	Dues & Subscriptions	24,035.00	20,876.43	800.00	0.00	21,676.43	2,358.57	90.19
01-10-00-53-4350	Printing	5,400.00	6,371.31	0.00	0.00	6,371.31	-971.31	117.99
01-10-00-53-4400	Medical & Screening	1,550.00	0.00	0.00	0.00	0.00	1,550.00	0.00
01-10-00-53-5300	Advertising Legal Notice	2,600.00	604.69	0.00	0.00	604.69	1,995.31	23.26
01-10-00-53-5400	Damage Claims	0.00	300.00	0.00	0.00	300.00	-300.00	0.00
01-10-00-53-5600	Community and Emp Programs	8,000.00	15,623.60	1,572.75	0.00	17,196.35	-9,196.35	214.95
	<b>Contractual Services</b>	<b>822,768.00</b>	<b>565,877.28</b>	<b>56,863.59</b>	<b>700.80</b>	<b>622,040.07</b>	<b>200,727.93</b>	<b>75.60</b>
01-10-00-54-0100	Office Supplies	16,125.00	8,931.21	462.99	0.00	9,394.20	6,730.80	58.26
01-10-00-54-0150	Office Equipment	5,000.00	371.87	0.00	0.00	371.87	4,628.13	7.44
01-10-00-54-1300	Postage	13,500.00	5,452.53	15.20	0.00	5,467.73	8,032.27	40.50
	<b>Materials &amp; Supplies</b>	<b>34,625.00</b>	<b>14,755.61</b>	<b>478.19</b>	<b>0.00</b>	<b>15,233.80</b>	<b>19,391.20</b>	<b>44.00</b>
01-10-00-57-5031	Transfer to TIF-Madison	1,050,000.00	1,050,000.00	0.00	0.00	1,050,000.00	0.00	100.00
	<b>Other Financing Uses</b>	<b><u>1,050,000.00</u></b>	<b><u>1,050,000.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>1,050,000.00</u></b>	<b><u>0.00</u></b>	<b><u>100.00</u></b>
<b>10</b>	<b>Administration</b>	<b>2,663,502.00</b>	<b>2,139,015.24</b>	<b>120,059.51</b>	<b>1,393.60</b>	<b>2,257,681.15</b>	<b>405,820.85</b>	<b>84.76</b>
<b>14</b>	<b>E911</b>							
01-14-00-53-0380	Consulting Services	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0.00
01-14-00-53-0410	IT Support	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00	100.00
01-14-00-53-3100	Maintenance of Equipment	500.00	0.00	0.00	0.00	0.00	500.00	0.00

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-14-00-53-4100	Training	1,050.00	0.00	0.00	0.00	0.00	1,050.00	0.00
01-14-00-53-4250	Travel & Meeting	1,500.00	0.00	0.00	0.00	0.00	1,500.00	0.00
01-14-00-53-4275	WSCDC Contribution	537,544.00	303,097.05	0.00	0.00	303,097.05	234,446.95	56.39
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
	<b>Contractual Services</b>	<b>557,094.00</b>	<b>311,097.05</b>	<b>0.00</b>	<b>0.00</b>	<b>311,097.05</b>	<b>245,996.95</b>	<b>55.84</b>
<b>14</b>	<b>E911</b>	<b>557,094.00</b>	<b>311,097.05</b>	<b>0.00</b>	<b>0.00</b>	<b>311,097.05</b>	<b>245,996.95</b>	<b>55.84</b>
<b>15</b>	<b>Boards and Commissions</b>							
01-15-00-53-0400	Secretarial Services	4,000.00	328.29	42.36	0.00	370.65	3,629.35	9.27
01-15-00-53-0420	Legal Services	2,500.00	0.00	0.00	0.00	0.00	2,500.00	0.00
01-15-00-53-4250	Travel & Meeting	200.00	48.74	0.00	0.00	48.74	151.26	24.37
01-15-00-53-4300	Dues & Subscriptions	375.00	0.00	0.00	0.00	0.00	375.00	0.00
01-15-00-53-4400	Medical & Screening	2,500.00	5,432.00	522.00	0.00	5,954.00	-3,454.00	238.16
01-15-00-53-4450	Testing	10,000.00	1,675.36	595.00	0.00	2,270.36	7,729.64	22.70
01-15-00-53-5300	AdvertisingLegal Notice	500.00	0.00	0.00	0.00	0.00	500.00	0.00
	<b>Contractual Services</b>	<b>20,075.00</b>	<b>7,484.39</b>	<b>1,159.36</b>	<b>0.00</b>	<b>8,643.75</b>	<b>11,431.25</b>	<b>43.06</b>
01-15-00-54-0100	Office Supplies	150.00	0.00	0.00	0.00	0.00	150.00	0.00
01-15-00-54-1300	Postage	0.00	23.46	0.00	0.00	23.46	-23.46	0.00
	<b>Materials &amp; Supplies</b>	<b>150.00</b>	<b>23.46</b>	<b>0.00</b>	<b>0.00</b>	<b>23.46</b>	<b>126.54</b>	<b>15.64</b>
<b>15</b>	<b>Boards and Commissions</b>	<b>20,225.00</b>	<b>7,507.85</b>	<b>1,159.36</b>	<b>0.00</b>	<b>8,667.21</b>	<b>11,557.79</b>	<b>42.85</b>
<b>20</b>	<b>Building and Development</b>							
01-20-00-51-0200	Full-Time Salaries	239,513.00	137,160.91	19,092.99	0.00	156,253.90	83,259.10	65.24
01-20-00-51-1700	Overtime	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
01-20-00-51-1950	Insurance Refusal Reimbursemnt	1,350.00	900.00	112.50	0.00	1,012.50	337.50	75.00
01-20-00-51-3000	Part-Time Salaries	0.00	31,096.65	1,814.24	0.00	32,910.89	-32,910.89	0.00
	<b>Personal Services</b>	<b>241,863.00</b>	<b>169,157.56</b>	<b>21,019.73</b>	<b>0.00</b>	<b>190,177.29</b>	<b>51,685.71</b>	<b>78.63</b>
01-20-00-52-0320	FICA	14,679.00	10,148.23	1,269.42	0.00	11,417.65	3,261.35	77.78
01-20-00-52-0325	Medicare	3,505.00	2,373.31	296.87	0.00	2,670.18	834.82	76.18
01-20-00-52-0330	IMRF	26,793.00	17,491.16	2,243.24	0.00	19,734.40	7,058.60	73.66
01-20-00-52-0375	Fringe Benefits	2,040.00	1,360.00	170.00	0.00	1,530.00	510.00	75.00
01-20-00-52-0400	Health Insurance	44,199.00	26,662.33	3,462.03	468.07	29,656.29	14,542.71	67.10
01-20-00-52-0425	Life Insurance	144.00	90.82	11.20	0.00	102.02	41.98	70.85
01-20-00-52-0430	VEBA Contributions	6,346.00	6,457.35	0.00	0.00	6,457.35	-111.35	101.75
	<b>Benefits</b>	<b>97,706.00</b>	<b>64,583.20</b>	<b>7,452.76</b>	<b>468.07</b>	<b>71,567.89</b>	<b>26,138.11</b>	<b>73.25</b>

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-20-00-53-0370	Professional Services	10,350.00	7,450.79	13.97	0.00	7,464.76	2,885.24	72.12
01-20-00-53-1300	Inspection Services	63,100.00	59,925.35	4,800.00	0.00	64,725.35	-1,625.35	102.58
01-20-00-53-1305	Plan Review Services	30,000.00	17,054.37	3,130.08	0.00	20,184.45	9,815.55	67.28
01-20-00-53-3200	Vehicle Maintenance	800.00	41.17	0.00	0.00	41.17	758.83	5.15
01-20-00-53-4100	Training	1,000.00	35.00	0.00	0.00	35.00	965.00	3.50
01-20-00-53-4300	Dues & Subscriptions	175.00	67.50	75.00	0.00	142.50	32.50	81.43
01-20-00-53-5300	AdvertisingLegal Notices	750.00	203.00	441.00	0.00	644.00	106.00	85.87
	<b>Contractual Services</b>	<b>106,175.00</b>	<b>84,777.18</b>	<b>8,460.05</b>	<b>0.00</b>	<b>93,237.23</b>	<b>12,937.77</b>	<b>87.81</b>
01-20-00-54-0100	Office Supplies	400.00	122.50	0.00	0.00	122.50	277.50	30.63
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	500.00	144.94	15.69	0.00	160.63	339.37	32.13
01-20-00-54-0600	Operating Supplies	500.00	0.00	0.00	0.00	0.00	500.00	0.00
	<b>Materials &amp; Supplies</b>	<b>1,550.00</b>	<b>267.44</b>	<b>15.69</b>	<b>0.00</b>	<b>283.13</b>	<b>1,266.87</b>	<b>18.27</b>
01-20-00-57-5013	Transfer to CERF	3,005.00	2,003.36	250.42	0.00	2,253.78	751.22	75.00
	<b>Other Financing Uses</b>	<b><u>3,005.00</u></b>	<b><u>2,003.36</u></b>	<b><u>250.42</u></b>	<b><u>0.00</u></b>	<b><u>2,253.78</u></b>	<b><u>751.22</u></b>	<b><u>75.00</u></b>
<b>20</b>	<b>Building and Development</b>	<b>450,299.00</b>	<b>320,788.74</b>	<b>37,198.65</b>	<b>468.07</b>	<b>357,519.32</b>	<b>92,779.68</b>	<b>79.40</b>
<b>30</b>	<b>Legal Services</b>							
01-30-00-53-0420	Labor and Employment Legal Svc	30,000.00	4,375.00	590.00	0.00	4,965.00	25,035.00	16.55
01-30-00-53-0425	Village Attorney	100,000.00	73,065.46	125.00	0.00	73,190.46	26,809.54	73.19
01-30-00-53-0426	Village Prosecutor	12,000.00	7,000.00	0.00	0.00	7,000.00	5,000.00	58.33
	<b>Contractual Services</b>	<b><u>142,000.00</u></b>	<b><u>84,440.46</u></b>	<b><u>715.00</u></b>	<b><u>0.00</u></b>	<b><u>85,155.46</u></b>	<b><u>56,844.54</u></b>	<b><u>59.97</u></b>
<b>30</b>	<b>Legal Services</b>	<b>142,000.00</b>	<b>84,440.46</b>	<b>715.00</b>	<b>0.00</b>	<b>85,155.46</b>	<b>56,844.54</b>	<b>59.97</b>
<b>40</b>	<b>Police Department</b>							
01-40-00-51-0100	Salaries Sworn	2,688,346.00	1,760,595.89	274,028.84	0.00	2,034,624.73	653,721.27	75.68
01-40-00-51-0200	Salaries Regular	124,130.00	81,990.15	11,371.86	0.00	93,362.01	30,767.99	75.21
01-40-00-51-1500	Specialist Pay	40,426.00	23,291.75	4,901.32	0.00	28,193.07	12,232.93	69.74
01-40-00-51-1600	Holiday Pay	120,946.00	54,795.04	4,539.64	0.00	59,334.68	61,611.32	49.06
01-40-00-51-1700	Overtime	175,000.00	105,683.37	12,398.02	0.00	118,081.39	56,918.61	67.48
01-40-00-51-1727	IDOT STEP Overtime	28,688.00	8,898.14	1,101.82	0.00	9,999.96	18,688.04	34.86
01-40-00-51-1750	Compensated Absences-Retiremt	0.00	0.00	1,433.97	0.00	1,433.97	-1,433.97	0.00
01-40-00-51-1800	Educational Incentives	39,750.00	0.00	1,239.58	0.00	1,239.58	38,510.42	3.12
01-40-00-51-1950	Insurance Refusal Reim	0.00	0.00	75.00	0.00	75.00	-75.00	0.00
01-40-00-51-3000	Part-Time Salaries	37,865.00	21,411.32	2,844.20	0.00	24,255.52	13,609.48	64.06
	<b>Personal Services</b>	<b>3,255,151.00</b>	<b>2,056,665.66</b>	<b>313,934.25</b>	<b>0.00</b>	<b>2,370,599.91</b>	<b>884,551.09</b>	<b>72.83</b>
01-40-00-52-0320	FICA	11,129.00	6,295.89	866.98	0.00	7,162.87	3,966.13	64.36

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-40-00-52-0325	Medicare	44,448.00	28,356.12	4,349.50	0.00	32,705.62	11,742.38	73.58
01-40-00-52-0330	IMRF	22,455.00	11,908.82	1,576.30	0.00	13,485.12	8,969.88	60.05
01-40-00-52-0375	Fringe Benefits	1,800.00	1,200.00	125.00	0.00	1,325.00	475.00	73.61
01-40-00-52-0400	Health Insurance	468,627.00	308,417.59	47,611.36	7,260.08	348,768.87	119,858.13	74.42
01-40-00-52-0420	Health Insurance - Retirees	82,982.00	52,105.43	15,247.90	8,903.77	58,449.56	24,532.44	70.44
01-40-00-52-0425	Life Insurance	1,966.00	1,279.02	596.13	422.54	1,452.61	513.39	73.89
01-40-00-52-0430	VEBA Contributions	87,925.00	66,657.57	0.00	0.00	66,657.57	21,267.43	75.81
01-40-00-53-0009	Contribution to Police Pension	1,454,466.00	673,587.12	232,901.69	0.00	906,488.81	547,977.19	62.32
	<b>Benefits</b>	<b>2,175,798.00</b>	<b>1,149,807.56</b>	<b>303,274.86</b>	<b>16,586.39</b>	<b>1,436,496.03</b>	<b>739,301.97</b>	<b>66.02</b>
01-40-00-53-0200	Communications	3,068.00	2,297.05	280.45	0.00	2,577.50	490.50	84.01
01-40-00-53-0385	Administrative Adjudication	23,220.00	10,200.00	3,100.00	0.00	13,300.00	9,920.00	57.28
01-40-00-53-0410	IT Support	11,367.00	4,938.18	285.00	0.00	5,223.18	6,143.82	45.95
01-40-00-53-0430	Animal Control	2,500.00	1,050.00	120.00	0.00	1,170.00	1,330.00	46.80
01-40-00-53-3100	Maint of Equipment	14,816.00	1,302.72	1,093.75	0.00	2,396.47	12,419.53	16.17
01-40-00-53-3200	Maintenance of Vehicles	42,737.00	30,061.90	5,461.31	0.00	35,523.21	7,213.79	83.12
01-40-00-53-3600	Maintenance of Buildings	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0.00
01-40-00-53-4100	Training	20,950.00	15,450.41	3,894.73	0.00	19,345.14	1,604.86	92.34
01-40-00-53-4200	Community Support Services	96,855.00	58,115.42	20,762.53	804.16	78,073.79	18,781.21	80.61
01-40-00-53-4250	Travel & Meeting	4,450.00	608.85	140.00	70.00	678.85	3,771.15	15.26
01-40-00-53-4300	Dues & Subscriptions	10,349.00	7,538.35	325.00	0.00	7,863.35	2,485.65	75.98
01-40-00-53-4350	Printing	5,640.00	3,145.70	130.00	0.00	3,275.70	2,364.30	58.08
01-40-00-53-4400	Medical & Screening	5,015.00	0.00	2,015.00	0.00	2,015.00	3,000.00	40.18
01-40-00-53-5400	Damage Claims	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
	<b>Contractual Services</b>	<b>248,967.00</b>	<b>134,708.58</b>	<b>37,607.77</b>	<b>874.16</b>	<b>171,442.19</b>	<b>77,524.81</b>	<b>68.86</b>
01-40-00-54-0100	Office Supplies	10,500.00	6,317.34	386.89	0.00	6,704.23	3,795.77	63.85
01-40-00-54-0200	Gas & Oil	38,300.00	19,871.58	3,653.73	0.00	23,525.31	14,774.69	61.42
01-40-00-54-0300	Uniforms Sworn Personnel	27,000.00	15,327.70	8,339.49	200.00	23,467.19	3,532.81	86.92
01-40-00-54-0310	Uniforms Other Personnel	800.00	245.98	0.00	0.00	245.98	554.02	30.75
01-40-00-54-0400	Prisoner Care	2,608.00	1,783.40	250.53	0.00	2,033.93	574.07	77.99
01-40-00-54-0600	Operating Supplies	9,868.00	6,486.47	62.85	0.00	6,549.32	3,318.68	66.37
01-40-00-54-0601	Radios	12,095.00	1,209.79	337.00	0.00	1,546.79	10,548.21	12.79
01-40-00-54-0602	Firearms and Range Supplies	15,440.00	4,703.65	110.20	0.00	4,813.85	10,626.15	31.18
01-40-00-54-0603	Evidence Supplies	6,100.00	2,013.19	1,135.50	0.00	3,148.69	2,951.31	51.62
01-40-00-54-0605	DUI Expenditures	6,600.00	618.02	0.00	0.00	618.02	5,981.98	9.36
01-40-00-54-0610	Drug Forfeiture Expenditures	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
01-40-00-54-0615	Article 36 Exp	6,350.00	800.00	0.00	0.00	800.00	5,550.00	12.60
	<b>Materials &amp; Supplies</b>	<b>140,661.00</b>	<b>59,377.12</b>	<b>14,276.19</b>	<b>200.00</b>	<b>73,453.31</b>	<b>67,207.69</b>	<b>52.22</b>
01-40-00-57-5013	Transfer to CERF	137,854.00	91,902.64	11,487.83	0.00	103,390.47	34,463.53	75.00



Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
	<b>Other Financing Uses</b>	<b>137,854.00</b>	<b>91,902.64</b>	<b>11,487.83</b>	<b>0.00</b>	<b>103,390.47</b>	<b>34,463.53</b>	<b>75.00</b>
<b>40</b>	<b>Police Department</b>	<b>5,958,431.00</b>	<b>3,492,461.56</b>	<b>680,580.90</b>	<b>17,660.55</b>	<b>4,155,381.91</b>	<b>1,803,049.09</b>	<b>69.74</b>
<b>50</b>	<b>Fire Department</b>							
01-50-00-51-0100	Salaries Sworn	1,833,270.00	1,136,464.45	141,031.73	0.00	1,277,496.18	555,773.82	69.68
01-50-00-51-0200	Salaries Regular	96,588.00	48,829.29	6,559.29	0.00	55,388.58	41,199.42	57.35
01-50-00-51-1500	Specialist Pay	135,195.00	89,923.79	11,332.78	0.00	101,256.57	33,938.43	74.90
01-50-00-51-1600	Holiday Pay	75,895.00	34,305.63	0.00	0.00	34,305.63	41,589.37	45.20
01-50-00-51-1700	Overtime	160,000.00	84,420.58	2,213.08	0.00	86,633.66	73,366.34	54.15
01-50-00-51-1750	Compensated Absences-Retiremt	20,000.00	0.00	0.00	0.00	0.00	20,000.00	0.00
01-50-00-51-1800	Educational Incentives	14,400.00	14,600.00	0.00	0.00	14,600.00	-200.00	101.39
	<b>Personal Services</b>	<b>2,335,348.00</b>	<b>1,408,543.74</b>	<b>161,136.88</b>	<b>0.00</b>	<b>1,569,680.62</b>	<b>765,667.38</b>	<b>67.21</b>
01-50-00-51-1950	Insurance Refusal Reimb	3,000.00	1,250.00	125.00	0.00	1,375.00	1,625.00	45.83
01-50-00-52-0100	ICMA Retirement Contract	2,846.00	1,619.98	0.00	0.00	1,619.98	1,226.02	56.92
01-50-00-52-0320	FICA	7,385.00	2,981.92	400.74	0.00	3,382.66	4,002.34	45.80
01-50-00-52-0325	Medicare	33,590.00	19,518.77	2,217.39	0.00	21,736.16	11,853.84	64.71
01-50-00-52-0330	IMRF	10,760.00	5,357.90	711.63	0.00	6,069.53	4,690.47	56.41
01-50-00-52-0375	Fringe Benefits	1,400.00	925.00	100.00	0.00	1,025.00	375.00	73.21
01-50-00-52-0400	Health Insurance	315,581.00	199,230.92	28,407.17	3,888.60	223,749.49	91,831.51	70.90
01-50-00-52-0420	Health Insurance - Retirees	27,281.00	24,028.00	11,424.94	8,990.74	26,462.20	818.80	97.00
01-50-00-52-0425	Life Insurance	1,444.00	944.22	241.17	126.38	1,059.01	384.99	73.34
01-50-00-52-0430	VEBA Contributions	52,561.00	48,194.79	0.00	0.00	48,194.79	4,366.21	91.69
01-50-00-53-0010	Contribution to Fire Pension	1,184,450.00	547,651.95	190,092.60	0.00	737,744.55	446,705.45	62.29
	<b>Benefits</b>	<b>1,640,298.00</b>	<b>851,703.45</b>	<b>233,720.64</b>	<b>13,005.72</b>	<b>1,072,418.37</b>	<b>567,879.63</b>	<b>65.38</b>
01-50-00-53-0200	Communications	5,300.00	525.71	77.36	0.00	603.07	4,696.93	11.38
01-50-00-53-0410	IT Support	7,126.00	5,281.92	0.00	0.00	5,281.92	1,844.08	74.12
01-50-00-53-3100	Maintenance of Equipment	7,300.00	2,688.82	622.00	0.00	3,310.82	3,989.18	45.35
01-50-00-53-3200	Maintenance of Vehicles	43,250.00	37,384.32	1,200.38	0.00	38,584.70	4,665.30	89.21
01-50-00-53-3300	Maint of Office Equipment	500.00	0.00	0.00	0.00	0.00	500.00	0.00
01-50-00-53-3600	Maintenance of Buildings	3,500.00	999.00	524.57	0.00	1,523.57	1,976.43	43.53
01-50-00-53-4100	Training	24,750.00	3,430.71	2,329.00	0.00	5,759.71	18,990.29	23.27
01-50-00-53-4200	Community Support Services	16,300.00	12,386.18	0.00	0.00	12,386.18	3,913.82	75.99
01-50-00-53-4250	Travel & Meeting	6,550.00	1,259.11	0.00	0.00	1,259.11	5,290.89	19.22
01-50-00-53-4300	Dues & Subscriptions	3,190.00	726.50	91.18	0.00	817.68	2,372.32	25.63
01-50-00-53-4400	Medical & Screening	15,000.00	9,375.00	0.00	0.00	9,375.00	5,625.00	62.50
	<b>Contractual Services</b>	<b>132,766.00</b>	<b>74,057.27</b>	<b>4,844.49</b>	<b>0.00</b>	<b>78,901.76</b>	<b>53,864.24</b>	<b>59.43</b>

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-50-00-54-0100	Office Supplies	1,500.00	367.20	0.00	0.00	367.20	1,132.80	24.48
01-50-00-54-0200	Gas & Oil	13,000.00	7,483.26	1,123.34	0.00	8,606.60	4,393.40	66.20
01-50-00-54-0300	Uniforms Sworn Personnel	18,500.00	6,002.95	39.90	0.00	6,042.85	12,457.15	32.66
01-50-00-54-0600	Operating Supplies	23,300.00	9,447.61	827.58	0.00	10,275.19	13,024.81	44.10
	<b>Materials &amp; Supplies</b>	<b>56,300.00</b>	<b>23,301.02</b>	<b>1,990.82</b>	<b>0.00</b>	<b>25,291.84</b>	<b>31,008.16</b>	<b>44.92</b>
01-50-00-57-5013	Transfer to CERF	157,592.00	105,061.36	13,132.67	0.00	118,194.03	39,397.97	75.00
	<b>Other Financing Uses</b>	<b>157,592.00</b>	<b>105,061.36</b>	<b>13,132.67</b>	<b>0.00</b>	<b>118,194.03</b>	<b>39,397.97</b>	<b>75.00</b>
<b>50</b>	<b>Fire Department</b>	<b>4,322,304.00</b>	<b>2,462,666.84</b>	<b>414,825.50</b>	<b>13,005.72</b>	<b>2,864,486.62</b>	<b>1,457,817.38</b>	<b>66.27</b>
<b>60</b>	<b>Public Works</b>							
01-60-01-51-0200	Salaries Regular	479,655.00	324,258.60	40,381.88	0.00	364,640.48	115,014.52	76.02
01-60-01-51-1500	Certification Pay	7,950.00	8,850.00	0.00	0.00	8,850.00	-900.00	111.32
01-60-01-51-1700	Overtime	50,000.00	21,341.82	18,490.52	0.00	39,832.34	10,167.66	79.66
01-60-01-51-3000	Part-Time Salaries	8,000.00	5,345.00	0.00	0.00	5,345.00	2,655.00	66.81
	<b>Personal Services</b>	<b>545,605.00</b>	<b>359,795.42</b>	<b>58,872.40</b>	<b>0.00</b>	<b>418,667.82</b>	<b>126,937.18</b>	<b>76.73</b>
01-60-01-52-0320	FICA	33,462.00	21,845.42	3,619.07	0.00	25,464.49	7,997.51	76.10
01-60-01-52-0325	Medicare	7,751.00	5,133.44	846.49	0.00	5,979.93	1,771.07	77.15
01-60-01-52-0330	IMRF	57,014.00	38,584.52	6,372.59	0.00	44,957.11	12,056.89	78.85
01-60-01-52-0375	Fringe Benefits	4,080.00	2,825.00	558.00	0.00	3,383.00	697.00	82.92
01-60-01-52-0400	Health Insurance	122,552.00	82,112.61	10,775.42	632.72	92,255.31	30,296.69	75.28
01-60-01-52-0420	Health Insurance - Retirees	14,095.00	6,136.70	4,505.75	1,853.60	8,788.85	5,306.15	62.35
01-60-01-52-0425	Life Insurance	252.00	109.03	84.07	75.72	117.38	134.62	46.58
01-60-01-52-0430	VEBA Contributions	4,066.00	4,313.03	0.00	0.00	4,313.03	-247.03	106.08
	<b>Benefits</b>	<b>243,272.00</b>	<b>161,059.75</b>	<b>26,761.39</b>	<b>2,562.04</b>	<b>185,259.10</b>	<b>58,012.90</b>	<b>76.15</b>
01-60-01-53-0200	Communications	1,210.00	475.12	65.30	0.00	540.42	669.58	44.66
01-60-01-53-0380	Consulting Services	20,500.00	121.70	4,200.00	0.00	4,321.70	16,178.30	21.08
01-60-01-53-0410	IT Support	22,200.00	10,423.86	4,028.36	0.00	14,452.22	7,747.78	65.10
01-60-01-53-1310	Julie Notifications	970.00	0.00	994.50	0.00	994.50	-24.50	102.53
01-60-01-53-3100	Maintenance of Equipment	3,000.00	3,219.78	1,052.84	0.00	4,272.62	-1,272.62	142.42
01-60-01-53-3200	Maintenance of Vehicles	17,100.00	20,554.19	3,570.48	0.00	24,124.67	-7,024.67	141.08
01-60-01-53-3400	Maintenance TrafficSt Lights	40,380.00	60,748.35	453.00	0.00	61,201.35	-20,821.35	151.56
01-60-01-53-3550	Tree Maintenance	89,500.00	70,589.00	9,615.00	0.00	80,204.00	9,296.00	89.61
01-60-01-53-3600	Maintenance of Bldgs & Grounds	57,210.00	43,814.18	5,885.96	0.00	49,700.14	7,509.86	86.87
01-60-01-53-3610	Maintenance Sidewalks	55,000.00	55,035.95	0.00	0.00	55,035.95	-35.95	100.07
01-60-01-53-3620	Maintenance Streets	155,500.00	145,771.94	6,427.49	0.00	152,199.43	3,300.57	97.88
01-60-01-53-4100	Training	1,500.00	137.00	0.00	0.00	137.00	1,363.00	9.13
01-60-01-53-4250	Travel & Meeting	6,070.00	3,349.96	225.00	0.00	3,574.96	2,495.04	58.90
01-60-01-53-4300	Dues & Subscriptions	2,330.00	1,865.00	480.00	0.00	2,345.00	-15.00	100.64

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% ExpCol
01-60-01-53-4400	Medical & Screening	1,550.00	368.00	850.00	0.00	1,218.00	332.00	78.58
01-60-01-53-5300	AdvertisingLegal Notice	1,500.00	214.99	24.69	0.00	239.68	1,260.32	15.98
01-60-01-53-5350	Dumping Fees	11,000.00	9,489.56	376.25	0.00	9,865.81	1,134.19	89.69
01-60-01-53-5400	Damage Claims	30,000.00	9,051.30	0.00	0.00	9,051.30	20,948.70	30.17
01-60-01-53-5450	St Light Electricity	34,500.00	16,895.25	3,840.40	0.00	20,735.65	13,764.35	60.10
01-60-05-53-5500	Collection & Disposal	1,041,380.00	606,581.48	85,822.08	0.00	692,403.56	348,976.44	66.49
01-60-05-53-5510	Leaf Disposal	68,000.00	62,019.64	1,334.24	0.00	63,353.88	4,646.12	93.17
	<b>Contractual Services</b>	<b>1,660,400.00</b>	<b>1,120,726.25</b>	<b>129,245.59</b>	<b>0.00</b>	<b>1,249,971.84</b>	<b>410,428.16</b>	<b>75.28</b>
01-60-01-54-0100	Office Supplies	1,000.00	252.00	320.00	0.00	572.00	428.00	57.20
01-60-01-54-0200	Gas & Oil	24,800.00	12,603.07	8,620.34	9,899.48	11,323.93	13,476.07	45.66
01-60-01-54-0310	Uniforms	5,575.00	3,420.00	158.52	0.00	3,578.52	1,996.48	64.19
01-60-01-54-0500	Vehicle Parts	10,000.00	1,523.68	269.60	0.00	1,793.28	8,206.72	17.93
01-60-01-54-0600	Operating Supplies & Equipment	37,620.00	29,716.20	2,745.10	3.59	32,457.71	5,162.29	86.28
01-60-01-54-0800	Trees	9,750.00	10,875.00	0.00	0.00	10,875.00	-1,125.00	111.54
01-60-01-54-2100	Snow & Ice Control	54,681.00	12,612.56	8,455.39	0.00	21,067.95	33,613.05	38.53
01-60-05-54-0600	Operating Supplies	500.00	0.00	0.00	0.00	0.00	500.00	0.00
	<b>Materials &amp; Supplies</b>	<b>143,926.00</b>	<b>71,002.51</b>	<b>20,568.95</b>	<b>9,903.07</b>	<b>81,668.39</b>	<b>62,257.61</b>	<b>56.74</b>
01-60-01-57-5013	Transfer to CERF	117,582.00	78,388.00	9,798.50	0.00	88,186.50	29,395.50	75.00
	<b>Other Financing Uses</b>	<b>117,582.00</b>	<b>78,388.00</b>	<b>9,798.50</b>	<b>0.00</b>	<b>88,186.50</b>	<b>29,395.50</b>	<b>75.00</b>
<b>60</b>	<b>Public Works</b>	<b>2,710,785.00</b>	<b>1,790,971.93</b>	<b>245,246.83</b>	<b>12,465.11</b>	<b>2,023,753.65</b>	<b>687,031.35</b>	<b>74.66</b>
	<b>Expense</b>	<b>16,824,640.00</b>	<b>10,608,949.67</b>	<b>1,499,785.75</b>	<b>44,993.05</b>	<b>12,063,742.37</b>	<b>4,760,897.63</b>	<b>71.70</b>
<b>01</b>	<b>General Fund</b>	<b>1,121,919.00</b>	<b>1,785,764.24</b>	<b>1,506,769.26</b>	<b>1,804,869.38</b>	<b>1,487,664.12</b>	<b>-365,745.12</b>	<b>132.60</b>

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
<b>02</b>	<b>Water &amp; Sewer Fund</b>							
<b>00</b>								
02-00-00-42-2360	Permit Fees	11,605.00	13,150.00	0.00	0.00	13,150.00	-1,545.00	113.31
	<b>Licenses &amp; Permits</b>	<b>11,605.00</b>	<b>13,150.00</b>	<b>0.00</b>	<b>0.00</b>	<b>13,150.00</b>	<b>-1,545.00</b>	<b>113.31</b>
02-00-00-43-3100	Water Sales	3,110,766.00	2,447,423.33	180.63	171,209.75	2,618,452.45	492,313.55	84.17
02-00-00-43-3150	Sewer Sales	2,058,549.00	1,601,080.45	53.75	113,968.28	1,714,994.98	343,554.02	83.31
02-00-00-43-3160	Water Penalties	31,966.00	18,913.98	1,044.41	3,769.65	21,639.22	10,326.78	67.69
02-00-00-43-3515	NSF Fees	200.00	175.00	0.00	25.00	200.00	0.00	100.00
	<b>Charges for Services</b>	<b>5,201,481.00</b>	<b>4,067,592.76</b>	<b>1,278.79</b>	<b>288,972.68</b>	<b>4,355,286.65</b>	<b>846,194.35</b>	<b>83.73</b>
02-00-00-45-5100	Interest	4,723.00	12,117.54	0.00	934.75	13,052.29	-8,329.29	276.36
02-00-00-45-5200	Net Change in Fair Value	0.00	-855.17	50.80	0.00	-905.97	905.97	0.00
	<b>Interest</b>	<b>4,723.00</b>	<b>11,262.37</b>	<b>50.80</b>	<b>934.75</b>	<b>12,146.32</b>	<b>-7,423.32</b>	<b>257.17</b>
02-00-00-46-6410	Miscellaneous	5,000.00	900.00	0.00	0.00	900.00	4,100.00	18.00
02-00-00-46-6417	IRMA	2,000.00	0.00	0.00	9,125.55	9,125.55	-7,125.55	456.28
	Reimbursements							
02-00-00-46-6580	Sale of Meters	10,000.00	1,833.80	741.00	0.00	1,092.80	8,907.20	10.93
	<b>Miscellaneous</b>	<b>17,000.00</b>	<b>2,733.80</b>	<b>741.00</b>	<b>9,125.55</b>	<b>11,118.35</b>	<b>5,881.65</b>	<b>65.40</b>
<b>00</b>		<b>5,234,809.00</b>	<b>4,094,738.93</b>	<b>2,070.59</b>	<b>299,032.98</b>	<b>4,391,701.32</b>	<b>843,107.68</b>	<b>83.89</b>
	<b>Revenue</b>	<b>5,234,809.00</b>	<b>4,094,738.93</b>	<b>2,070.59</b>	<b>299,032.98</b>	<b>4,391,701.32</b>	<b>843,107.68</b>	<b>83.89</b>
<b>60</b>	<b>Public Works</b>							
02-60-06-51-0200	Salaries Regular	730,567.00	490,906.96	61,475.21	0.00	552,382.17	178,184.83	75.61
02-60-06-51-1500	Specialists Pay	2,100.00	2,100.00	0.00	0.00	2,100.00	0.00	100.00
02-60-06-51-1700	Overtime	12,000.00	5,898.22	2,501.58	0.00	8,399.80	3,600.20	70.00
02-60-06-51-1950	Insurance Refusal	150.00	220.00	27.50	0.00	247.50	-97.50	165.00
	Reimb							
02-60-06-51-3000	Part-Time Salaries	15,200.00	9,726.21	716.58	0.00	10,442.79	4,757.21	68.70
	<b>Personal Services</b>	<b>760,017.00</b>	<b>508,851.39</b>	<b>64,720.87</b>	<b>0.00</b>	<b>573,572.26</b>	<b>186,444.74</b>	<b>75.47</b>
02-60-06-52-0320	FICA	46,795.00	30,381.86	3,948.67	0.00	34,330.53	12,464.47	73.36
02-60-06-52-0325	Medicare	11,131.00	7,247.40	923.40	0.00	8,170.80	2,960.20	73.41
02-60-06-52-0330	IMRF	86,957.00	54,385.57	6,902.01	0.00	61,287.58	25,669.42	70.48
02-60-06-52-0375	Fringe Benefits	5,030.00	3,308.28	616.16	0.00	3,924.44	1,105.56	78.02
02-60-06-52-0400	Health Insurance	169,081.00	114,336.88	14,820.98	859.40	128,298.46	40,782.54	75.88
02-60-06-52-0420	Health Insurance - Retirees	3,292.00	1,311.35	696.00	0.00	2,007.35	1,284.65	60.98
02-60-06-52-0425	Life Insurance	420.00	313.89	179.28	134.24	358.93	61.07	85.46
02-60-06-52-0430	VEBA Contributions	10,894.00	11,241.22	0.00	0.00	11,241.22	-347.22	103.19
	<b>Benefits</b>	<b>333,600.00</b>	<b>222,526.45</b>	<b>28,086.50</b>	<b>993.64</b>	<b>249,619.31</b>	<b>83,980.69</b>	<b>74.83</b>

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
02-60-06-53-0100	Electricity	39,000.00	23,401.55	0.00	0.00	23,401.55	15,598.45	60.00
02-60-06-53-0200	Communications	6,780.00	4,776.65	695.66	0.00	5,472.31	1,307.69	80.71
02-60-06-53-0300	Auditing	11,344.00	9,150.00	0.00	300.00	8,850.00	2,494.00	78.01
02-60-06-53-0380	Consulting Services	43,500.00	15,336.59	5,569.58	0.00	20,906.17	22,593.83	48.06
02-60-06-53-0410	IT Support	36,393.00	21,389.19	3,897.34	0.00	25,286.53	11,106.47	69.48
02-60-06-53-1300	Inspections	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
02-60-06-53-1310	Julie Participation	2,270.70	0.00	994.50	0.00	994.50	1,276.20	43.80
02-60-06-53-2100	Bank Fees	28,324.00	17,938.87	4,083.36	0.00	22,022.23	6,301.77	77.75
02-60-06-53-2200	Liability Insurance	38,011.00	24,133.28	3,062.65	0.00	27,195.93	10,815.07	71.55
02-60-06-53-2250	IRMA Deductible	9,467.00	0.00	0.00	0.00	0.00	9,467.00	0.00
02-60-06-53-3050	Water System Maintenance	134,200.00	125,726.77	45,083.77	0.00	170,810.54	-36,610.54	127.28
02-60-06-53-3055	Hydrant Maintenance	24,000.00	10,995.00	0.00	0.00	10,995.00	13,005.00	45.81
02-60-06-53-3200	Maintenance of Vehicles	8,000.00	18,975.97	679.00	0.00	19,654.97	-11,654.97	245.69
02-60-06-53-3300	Maint of Office Equipment	1,000.00	1,214.29	106.95	0.00	1,321.24	-321.24	132.12
02-60-06-53-3600	Maintenance of Buildings	15,250.00	6,476.45	1,578.73	0.00	8,055.18	7,194.82	52.82
02-60-06-53-3620	Maintenance of Streets	8,000.00	0.00	0.00	0.00	0.00	8,000.00	0.00
02-60-06-53-3630	Overhead Sewer Program	59,000.00	13,500.00	1,625.00	0.00	15,125.00	43,875.00	25.64
02-60-06-53-3640	SewerCatch Basin Repair	50,000.00	5,000.00	344.66	0.00	5,344.66	44,655.34	10.69
02-60-06-53-4100	Training	1,450.00	0.00	0.00	0.00	0.00	1,450.00	0.00
02-60-06-53-4250	Travel & Meeting	2,625.00	515.26	0.00	0.00	515.26	2,109.74	19.63
02-60-06-53-4300	Dues & Subscriptions	1,460.00	231.41	191.00	0.00	422.41	1,037.59	28.93
02-60-06-53-4350	Printing	6,309.00	2,910.77	858.75	0.00	3,769.52	2,539.48	59.75
02-60-06-53-4400	Medical & Screening	700.00	0.00	0.00	0.00	0.00	700.00	0.00
02-60-06-53-4480	Water Testing	3,900.00	2,385.00	645.00	0.00	3,030.00	870.00	77.69
02-60-06-53-5300	AdvertisingLegal Notice	500.00	0.00	0.00	0.00	0.00	500.00	0.00
02-60-06-53-5350	Dumping Fees	18,000.00	16,466.94	1,029.35	0.00	17,496.29	503.71	97.20
02-60-06-53-5400	Damage Claims	4,000.00	1,682.97	7,178.76	0.00	8,861.73	-4,861.73	221.54
	<b>Contractual Services</b>	<b>554,483.70</b>	<b>322,206.96</b>	<b>77,624.06</b>	<b>300.00</b>	<b>399,531.02</b>	<b>154,952.68</b>	<b>72.05</b>
02-60-06-54-0100	Office Supplies	500.00	187.95	94.00	0.00	281.95	218.05	56.39
02-60-06-54-0200	Gas & Oil	9,400.00	6,805.50	597.47	0.00	7,402.97	1,997.03	78.76
02-60-06-54-0310	Uniforms	1,475.00	687.56	0.00	0.00	687.56	787.44	46.61
02-60-06-54-0500	Vehicle Parts	8,000.00	3,349.55	14.00	0.00	3,363.55	4,636.45	42.04
02-60-06-54-0600	Operating Supplies	37,775.00	30,929.52	2,462.90	227.08	33,165.34	4,609.66	87.80
02-60-06-54-1300	Postage	9,400.00	5,174.79	447.11	0.00	5,621.90	3,778.10	59.81
02-60-06-54-2200	Water from Chicago	1,638,973.00	1,116,197.00	94,728.48	0.00	1,210,925.48	428,047.52	73.88
	<b>Materials &amp; Supplies</b>	<b>1,705,523.00</b>	<b>1,163,331.87</b>	<b>98,343.96</b>	<b>227.08</b>	<b>1,261,448.75</b>	<b>444,074.25</b>	<b>73.96</b>
02-60-06-55-0500	Building	97,000.00	49,990.24	59,610.77	0.00	109,601.01	-12,601.01	112.99



Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
02-60-06-55-1150	Improvements Sewer System	175,000.00	165,367.30	0.00	0.00	165,367.30	9,632.70	94.50
02-60-06-55-1300	Improvements Water System	469,000.00	209,971.14	122,126.31	122,126.31	209,971.14	259,028.86	44.77
02-60-06-55-1400	Improvements Meter Replacement Program	17,500.00	14,981.35	0.00	0.00	14,981.35	2,518.65	85.61
02-60-06-55-9100	Street Improvements	70,000.00	46,842.10	0.00	0.00	46,842.10	23,157.90	66.92
	<b>Capital Outlay</b>	<b>828,500.00</b>	<b>487,152.13</b>	<b>181,737.08</b>	<b>122,126.31</b>	<b>546,762.90</b>	<b>281,737.10</b>	<b>65.99</b>
02-60-06-55-0010	Depreciation Expense	340,332.00	0.00	0.00	0.00	0.00	340,332.00	0.00
	<b>Depreciation</b>	<b>340,332.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>340,332.00</b>	<b>0.00</b>
02-60-06-56-0070	Series 08B Principal	165,000.00	165,000.00	0.00	0.00	165,000.00	0.00	100.00
02-60-06-56-0071	Series 08B Interest	13,570.00	13,570.00	0.00	0.00	13,570.00	0.00	100.00
02-60-06-56-0102	Community Bank Loan Principal	48,701.00	36,405.43	0.00	0.00	36,405.43	12,295.57	74.75
02-60-06-56-0103	Community Bank Loan Interest	1,807.00	1,475.57	0.00	0.00	1,475.57	331.43	81.66
02-60-06-56-0104	IEPA Loan Principal	607,550.00	607,394.95	0.00	0.00	607,394.95	155.05	99.97
02-60-06-56-0105	IEPA Loan Interest	309,830.00	309,750.85	0.00	0.00	309,750.85	79.15	99.97
	<b>Debt Service</b>	<b>1,146,458.00</b>	<b>1,133,596.80</b>	<b>0.00</b>	<b>0.00</b>	<b>1,133,596.80</b>	<b>12,861.20</b>	<b>98.88</b>
02-60-06-57-5013	Transfer to CERF	96,879.00	64,586.00	8,073.25	0.00	72,659.25	24,219.75	75.00
	<b>Other Financing Uses</b>	<b>96,879.00</b>	<b>64,586.00</b>	<b>8,073.25</b>	<b>0.00</b>	<b>72,659.25</b>	<b>24,219.75</b>	<b>75.00</b>
<b>60</b>	<b>Public Works</b>	<b><u>5,765,792.70</u></b>	<b><u>3,902,251.60</u></b>	<b><u>458,585.72</u></b>	<b><u>123,647.03</u></b>	<b><u>4,237,190.29</u></b>	<b><u>1,528,602.41</u></b>	<b><u>73.49</u></b>
	<b>Expense</b>	<b><u>5,765,792.70</u></b>	<b><u>3,902,251.60</u></b>	<b><u>458,585.72</u></b>	<b><u>123,647.03</u></b>	<b><u>4,237,190.29</u></b>	<b><u>1,528,602.41</u></b>	<b><u>73.49</u></b>
<b>02</b>	<b>Water &amp; Sewer Fund</b>	<b>530,983.70</b>	<b>-192,487.33</b>	<b>460,656.31</b>	<b>422,680.01</b>	<b>-154,511.03</b>	<b>685,494.73</b>	<b>-29.10</b>

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
<b>03</b>	<b>Motor Fuel Tax Fund</b>							
<b>00</b>								
03-00-00-45-5100	Interest	2,171.00	4,232.96	0.00	358.23	4,591.19	-2,420.19	211.48
03-00-00-45-5200	Net Change in Fair Value	0.00	-535.49	130.31	0.00	-665.80	665.80	0.00
	<b>Interest</b>	<b>2,171.00</b>	<b>3,697.47</b>	<b>130.31</b>	<b>358.23</b>	<b>3,925.39</b>	<b>-1,754.39</b>	<b>180.81</b>
03-00-00-47-7100	State Allotment	287,679.00	190,577.38	0.00	24,686.18	215,263.56	72,415.44	74.83
	<b>Intergovernmental</b>	<b>287,679.00</b>	<b>190,577.38</b>	<b>0.00</b>	<b>24,686.18</b>	<b>215,263.56</b>	<b>72,415.44</b>	<b>74.83</b>
<b>00</b>		<b>289,850.00</b>	<b>194,274.85</b>	<b>130.31</b>	<b>25,044.41</b>	<b>219,188.95</b>	<b>70,661.05</b>	<b>75.62</b>
	<b>Revenue</b>	<b>289,850.00</b>	<b>194,274.85</b>	<b>130.31</b>	<b>25,044.41</b>	<b>219,188.95</b>	<b>70,661.05</b>	<b>75.62</b>
<b>00</b>								
03-00-00-53-0390	Engineering Fees	75,000.00	70,722.25	1,453.01	0.00	72,175.26	2,824.74	96.23
03-00-00-53-2100	Bank Fees	60.00	0.00	0.00	0.00	0.00	60.00	0.00
	<b>Contractual Services</b>	<b>75,060.00</b>	<b>70,722.25</b>	<b>1,453.01</b>	<b>0.00</b>	<b>72,175.26</b>	<b>2,884.74</b>	<b>96.16</b>
03-00-00-55-9100	Street Improvements	250,000.00	189,159.46	0.00	0.00	189,159.46	60,840.54	75.66
	<b>Capital Outlay</b>	<b>250,000.00</b>	<b>189,159.46</b>	<b>0.00</b>	<b>0.00</b>	<b>189,159.46</b>	<b>60,840.54</b>	<b>75.66</b>
<b>00</b>		<b>325,060.00</b>	<b>259,881.71</b>	<b>1,453.01</b>	<b>0.00</b>	<b>261,334.72</b>	<b>63,725.28</b>	<b>80.40</b>
	<b>Expense</b>	<b>325,060.00</b>	<b>259,881.71</b>	<b>1,453.01</b>	<b>0.00</b>	<b>261,334.72</b>	<b>63,725.28</b>	<b>80.40</b>
<b>03</b>	<b>Motor Fuel Tax Fund</b>	<b>35,210.00</b>	<b>65,606.86</b>	<b>1,583.32</b>	<b>25,044.41</b>	<b>42,145.77</b>	<b>-6,935.77</b>	<b>119.70</b>

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
<b>05</b>	<b>Debt Service Fund</b>							
<b>00</b>								
05-00-00-41-1000	Prior Yrs Taxes	119,567.00	115,187.66	0.00	388.36	115,576.02	3,990.98	96.66
05-00-00-41-1021	Property Taxes Current	132,432.00	0.00	0.00	46,381.75	46,381.75	86,050.25	35.02
	<b>Property Taxes</b>	<b>251,999.00</b>	<b>115,187.66</b>	<b>0.00</b>	<b>46,770.11</b>	<b>161,957.77</b>	<b>90,041.23</b>	<b>64.27</b>
05-00-00-45-5100	Interest	937.00	1,811.56	0.00	67.07	1,878.63	-941.63	200.49
	<b>Interest</b>	<b><u>937.00</u></b>	<b><u>1,811.56</u></b>	<b><u>0.00</u></b>	<b><u>67.07</u></b>	<b><u>1,878.63</u></b>	<b><u>-941.63</u></b>	<b><u>200.49</u></b>
<b>00</b>		<b><u>252,936.00</u></b>	<b><u>116,999.22</u></b>	<b><u>0.00</u></b>	<b><u>46,837.18</u></b>	<b><u>163,836.40</u></b>	<b><u>89,099.60</u></b>	<b><u>64.77</u></b>
	<b>Revenue</b>	<b>252,936.00</b>	<b>116,999.22</b>	<b>0.00</b>	<b>46,837.18</b>	<b>163,836.40</b>	<b>89,099.60</b>	<b>64.77</b>
<b>00</b>								
05-00-00-53-2100	Bank Fees	1,500.00	237.50	0.00	0.00	237.50	1,262.50	15.83
	<b>Contractual Services</b>	<b>1,500.00</b>	<b>237.50</b>	<b>0.00</b>	<b>0.00</b>	<b>237.50</b>	<b>1,262.50</b>	<b>15.83</b>
05-00-00-56-0020	Series 05 Principal (Library)	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00	100.00
05-00-00-56-0021	Series 05 Interest (Library)	2,074.00	2,075.00	0.00	0.00	2,075.00	-1.00	100.05
05-00-00-56-0031	2016 GO Bond Principal	192,820.00	192,820.00	0.00	0.00	192,820.00	0.00	100.00
05-00-00-56-0032	2016 GO Bond Interest	2,410.00	2,410.25	0.00	0.00	2,410.25	-0.25	100.01
	<b>Debt Service</b>	<b><u>247,304.00</u></b>	<b><u>247,305.25</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>247,305.25</u></b>	<b><u>-1.25</u></b>	<b><u>100.00</u></b>
<b>00</b>		<b><u>248,804.00</u></b>	<b><u>247,542.75</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>247,542.75</u></b>	<b><u>1,261.25</u></b>	<b><u>99.49</u></b>
	<b>Expense</b>	<b><u>248,804.00</u></b>	<b><u>247,542.75</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>247,542.75</u></b>	<b><u>1,261.25</u></b>	<b><u>99.49</u></b>
<b>05</b>	<b>Debt Service Fund</b>	<b>-4,132.00</b>	<b>130,543.53</b>	<b>0.00</b>	<b>46,837.18</b>	<b>83,706.35</b>	<b>-87,838.35</b>	<b>-2,025.81</b>

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
<b>09</b>	<b>Police Pension Fund</b>							
<b>00</b>								
09-00-00-45-5100	Interest	472,436.00	225,916.93	0.00	108,550.17	334,467.10	137,968.90	70.80
09-00-00-45-5200	Net Change in Fair Value	802,676.00	1,501,045.06	0.00	795,834.26	2,296,879.32	-1,494,203.32	286.15
	<b>Interest</b>	<b>1,275,112.00</b>	<b>1,726,961.99</b>	<b>0.00</b>	<b>904,384.43</b>	<b>2,631,346.42</b>	<b>-1,356,234.42</b>	<b>206.36</b>
09-00-00-41-1100	Employer Contribution	1,454,466.00	673,587.12	0.00	232,901.69	906,488.81	547,977.19	62.32
09-00-00-46-7350	Employee Contribution	264,863.00	179,345.61	0.00	22,065.40	201,411.01	63,451.99	76.04
	<b>Grants &amp; Contributions</b>	<b>1,719,329.00</b>	<b>852,932.73</b>	<b>0.00</b>	<b>254,967.09</b>	<b>1,107,899.82</b>	<b>611,429.18</b>	<b>64.44</b>
<b>00</b>		<b>2,994,441.00</b>	<b>2,579,894.72</b>	<b>0.00</b>	<b>1,159,351.52</b>	<b>3,739,246.24</b>	<b>-744,805.24</b>	<b>124.87</b>
	<b>Revenue</b>	<b>2,994,441.00</b>	<b>2,579,894.72</b>	<b>0.00</b>	<b>1,159,351.52</b>	<b>3,739,246.24</b>	<b>-744,805.24</b>	<b>124.87</b>
<b>00</b>								
09-00-00-52-6100	Pensions	2,275,501.00	1,200,423.00	355,616.52	0.00	1,556,039.52	719,461.48	68.38
	<b>Benefits</b>	<b>2,275,501.00</b>	<b>1,200,423.00</b>	<b>355,616.52</b>	<b>0.00</b>	<b>1,556,039.52</b>	<b>719,461.48</b>	<b>68.38</b>
09-00-00-53-0300	Audit Services	4,000.00	1,525.00	0.00	0.00	1,525.00	2,475.00	38.13
09-00-00-53-0350	Actuarial Services	3,630.00	2,262.50	0.00	0.00	2,262.50	1,367.50	62.33
09-00-00-53-0360	Payroll Services	27,250.00	11,870.00	2,340.00	0.00	14,210.00	13,040.00	52.15
09-00-00-53-0380	Consulting Services	35,000.00	23,221.41	10,364.91	0.00	33,586.32	1,413.68	95.96
09-00-00-53-0420	Legal Services	18,000.00	16,155.91	0.00	0.00	16,155.91	1,844.09	89.76
09-00-00-53-2100	Bank Fees	8,600.00	0.00	0.00	0.00	0.00	8,600.00	0.00
09-00-00-53-4100	Training	4,000.00	1,125.00	375.00	0.00	1,500.00	2,500.00	37.50
09-00-00-53-4250	Travel & Meeting	3,000.00	2,372.51	0.00	0.00	2,372.51	627.49	79.08
09-00-00-53-4300	Dues & Subscriptions	800.00	795.00	0.00	0.00	795.00	5.00	99.38
09-00-00-53-4400	Medical & Screening	5,000.00	2,880.00	1,980.00	0.00	4,860.00	140.00	97.20
09-00-00-53-5300	AdvertisingLegal	100.00	0.00	0.00	0.00	0.00	100.00	0.00
09-00-00-54-3100	Notice							
	Misc Expenditures	13,550.00	10,246.32	0.00	0.00	10,246.32	3,303.68	75.62
	<b>Contractual Services</b>	<b>122,930.00</b>	<b>72,453.65</b>	<b>15,059.91</b>	<b>0.00</b>	<b>87,513.56</b>	<b>35,416.44</b>	<b>71.19</b>
<b>00</b>		<b>2,398,431.00</b>	<b>1,272,876.65</b>	<b>370,676.43</b>	<b>0.00</b>	<b>1,643,553.08</b>	<b>754,877.92</b>	<b>68.53</b>
	<b>Expense</b>	<b>2,398,431.00</b>	<b>1,272,876.65</b>	<b>370,676.43</b>	<b>0.00</b>	<b>1,643,553.08</b>	<b>754,877.92</b>	<b>68.53</b>

<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>
09	Police Pension Fund	-596,010.00	-1,307,018.07	370,676.43	1,159,351.52	-2,095,693.16	1,499,683.16	351.62



Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
<b>10</b>	<b>Fire Pension Fund</b>							
<b>00</b>								
10-00-00-45-5100	InterestDividends	397,171.00	133,767.14	0.00	259,971.45	393,738.59	3,432.41	99.14
10-00-00-45-5200	Net Change in Fair Value	545,527.00	797,097.24	0.00	309,010.48	1,106,107.72	-560,580.72	202.76
	<b>Interest</b>	<b>942,698.00</b>	<b>930,864.38</b>	<b>0.00</b>	<b>568,981.93</b>	<b>1,499,846.31</b>	<b>-557,148.31</b>	<b>159.10</b>
10-00-00-41-1100	Employer Contribution	1,184,450.00	547,651.95	0.00	190,092.60	737,744.55	446,705.45	62.29
10-00-00-46-7350	Employee Contribution	188,790.00	116,586.49	0.00	14,406.09	130,992.58	57,797.42	69.39
	<b>Grants &amp; Contributions</b>	<b>1,373,240.00</b>	<b>664,238.44</b>	<b>0.00</b>	<b>204,498.69</b>	<b>868,737.13</b>	<b>504,502.87</b>	<b>63.26</b>
<b>00</b>		<b>2,315,938.00</b>	<b>1,595,102.82</b>	<b>0.00</b>	<b>773,480.62</b>	<b>2,368,583.44</b>	<b>-52,645.44</b>	<b>102.27</b>
	<b>Revenue</b>	<b>2,315,938.00</b>	<b>1,595,102.82</b>	<b>0.00</b>	<b>773,480.62</b>	<b>2,368,583.44</b>	<b>-52,645.44</b>	<b>102.27</b>
<b>00</b>								
10-00-00-52-6100	Pensions	1,801,877.00	1,140,585.96	290,563.75	0.00	1,431,149.71	370,727.29	79.43
	<b>Benefits</b>	<b>1,801,877.00</b>	<b>1,140,585.96</b>	<b>290,563.75</b>	<b>0.00</b>	<b>1,431,149.71</b>	<b>370,727.29</b>	<b>79.43</b>
10-00-00-53-0300	Audit Services	3,500.00	1,525.00	0.00	0.00	1,525.00	1,975.00	43.57
10-00-00-53-0350	Actuarial Services	2,500.00	2,077.50	0.00	0.00	2,077.50	422.50	83.10
10-00-00-53-0360	Payroll Services	14,155.00	6,200.00	4,070.00	0.00	10,270.00	3,885.00	72.55
10-00-00-53-0380	Consulting Services	61,000.00	29,880.93	1,358.00	0.00	31,238.93	29,761.07	51.21
10-00-00-53-0420	Legal Services	15,000.00	6,965.52	3,127.36	0.00	10,092.88	4,907.12	67.29
10-00-00-53-2100	Bank Fees	4,700.00	1,934.57	1,246.10	0.00	3,180.67	1,519.33	67.67
10-00-00-53-4100	Training	3,000.00	175.00	0.00	0.00	175.00	2,825.00	5.83
10-00-00-53-4250	Travel & Meeting	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
10-00-00-53-4300	Dues & Subscriptions	800.00	795.00	0.00	0.00	795.00	5.00	99.38
10-00-00-53-4400	Medical & Screening	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0.00
10-00-00-54-1300	Postage	100.00	0.00	0.00	0.00	0.00	100.00	0.00
10-00-00-54-3100	Misc Expenditures	9,010.00	6,275.37	0.00	0.00	6,275.37	2,734.63	69.65
	<b>Contractual Services</b>	<b>116,765.00</b>	<b>55,828.89</b>	<b>9,801.46</b>	<b>0.00</b>	<b>65,630.35</b>	<b>51,134.65</b>	<b>56.21</b>
<b>00</b>		<b>1,918,642.00</b>	<b>1,196,414.85</b>	<b>300,365.21</b>	<b>0.00</b>	<b>1,496,780.06</b>	<b>421,861.94</b>	<b>78.01</b>
	<b>Expense</b>	<b>1,918,642.00</b>	<b>1,196,414.85</b>	<b>300,365.21</b>	<b>0.00</b>	<b>1,496,780.06</b>	<b>421,861.94</b>	<b>78.01</b>
<b>10</b>	<b>Fire Pension Fund</b>	<b>-397,296.00</b>	<b>-398,687.97</b>	<b>300,365.21</b>	<b>773,480.62</b>	<b>-871,803.38</b>	<b>474,507.38</b>	<b>219.43</b>

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
<b>13</b>	<b>Capital Equip Replacement Fund</b>							
<b>00</b>								
13-00-00-45-5100	Interest	44,242.00	24,967.83	0.00	2,127.58	27,095.41	17,146.59	61.24
13-00-00-45-5200	Net Change in Fair Value	0.00	-10,805.32	2,764.45	0.00	-13,569.77	13,569.77	0.00
	<b>Interest</b>	<b>44,242.00</b>	<b>14,162.51</b>	<b>2,764.45</b>	<b>2,127.58</b>	<b>13,525.64</b>	<b>30,716.36</b>	<b>30.57</b>
13-00-00-46-6410	Miscellaneous	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00	100.00
	<b>Miscellaneous</b>	<b>5,000.00</b>	<b>5,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,000.00</b>	<b>0.00</b>	<b>100.00</b>
13-00-00-47-7001	From General Fund	416,033.00	277,355.36	0.00	34,669.42	312,024.78	104,008.22	75.00
13-00-00-47-7002	Transfer from Water and Sewer	96,879.00	64,586.00	0.00	8,073.25	72,659.25	24,219.75	75.00
13-00-00-48-8000	Sale of Property	20,000.00	35,859.63	0.00	0.00	35,859.63	-15,859.63	179.30
	<b>Other Financing Sources</b>	<b>532,912.00</b>	<b>377,800.99</b>	<b>0.00</b>	<b>42,742.67</b>	<b>420,543.66</b>	<b>112,368.34</b>	<b>78.91</b>
<b>00</b>		<b>582,154.00</b>	<b>396,963.50</b>	<b>2,764.45</b>	<b>44,870.25</b>	<b>439,069.30</b>	<b>143,084.70</b>	<b>75.42</b>
	<b>Revenue</b>	<b>582,154.00</b>	<b>396,963.50</b>	<b>2,764.45</b>	<b>44,870.25</b>	<b>439,069.30</b>	<b>143,084.70</b>	<b>75.42</b>
<b>00</b>								
13-00-00-53-2100	Bank Fees	50.00	75.00	0.00	0.00	75.00	-25.00	150.00
	<b>Contractual Services</b>	<b>50.00</b>	<b>75.00</b>	<b>0.00</b>	<b>0.00</b>	<b>75.00</b>	<b>-25.00</b>	<b>150.00</b>
13-00-00-55-8700	Police Vehicles	80,672.00	0.00	31,212.11	0.00	31,212.11	49,459.89	38.69
13-00-00-55-8720	Police Equipment	197,367.00	55,106.86	2,125.00	0.00	57,231.86	140,135.14	29.00
13-00-00-55-8800	Fire Dept Vehicle	353,914.00	360,329.00	0.00	0.00	360,329.00	-6,415.00	101.81
13-00-00-55-8850	Fire Dept Equipment	45,000.00	0.00	0.00	0.00	0.00	45,000.00	0.00
13-00-00-55-8910	PW Vehicles	339,322.00	268,684.72	0.00	0.00	268,684.72	70,637.28	79.18
13-00-00-55-8925	PW Equipment	16,000.00	0.00	18,445.00	0.00	18,445.00	-2,445.00	115.28
	<b>Capital Outlay</b>	<b>1,032,275.00</b>	<b>684,120.58</b>	<b>51,782.11</b>	<b>0.00</b>	<b>735,902.69</b>	<b>296,372.31</b>	<b>71.29</b>
<b>00</b>		<b>1,032,325.00</b>	<b>684,195.58</b>	<b>51,782.11</b>	<b>0.00</b>	<b>735,977.69</b>	<b>296,347.31</b>	<b>71.29</b>
	<b>Expense</b>	<b>1,032,325.00</b>	<b>684,195.58</b>	<b>51,782.11</b>	<b>0.00</b>	<b>735,977.69</b>	<b>296,347.31</b>	<b>71.29</b>
<b>13</b>	<b>Capital Equip Replacement Fund</b>	<b>450,171.00</b>	<b>287,232.08</b>	<b>54,546.56</b>	<b>44,870.25</b>	<b>296,908.39</b>	<b>153,262.61</b>	<b>65.95</b>

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
<b>14</b>	<b>Capital Improvement Fund</b>							
<b>00</b>								
14-00-00-43-3200	Metra Daily Parking Fees	14,295.00	8,715.91	0.00	0.00	8,715.91	5,579.09	60.97
14-00-00-43-3220	Parking Lot Permit Fees	46,628.00	34,946.50	0.00	0.00	34,946.50	11,681.50	74.95
	<b>Charges for Services</b>	<b>60,923.00</b>	<b>43,662.41</b>	<b>0.00</b>	<b>0.00</b>	<b>43,662.41</b>	<b>17,260.59</b>	<b>71.67</b>
14-00-00-44-4240	Red Light Camera Revenue	822,136.00	580,535.83	0.00	17,043.36	597,579.19	224,556.81	72.69
	<b>Fines &amp; Forfeits</b>	<b>822,136.00</b>	<b>580,535.83</b>	<b>0.00</b>	<b>17,043.36</b>	<b>597,579.19</b>	<b>224,556.81</b>	<b>72.69</b>
14-00-00-45-5100	Interest	15,302.00	12,994.91	0.00	5,092.98	18,087.89	-2,785.89	118.21
14-00-00-45-5200	Net Change in Fair Value	0.00	-1,673.74	120.71	0.00	-1,794.45	1,794.45	0.00
	<b>Interest</b>	<b>15,302.00</b>	<b>11,321.17</b>	<b>120.71</b>	<b>5,092.98</b>	<b>16,293.44</b>	<b>-991.44</b>	<b>106.48</b>
14-00-00-46-6527	IDOC Grant	0.00	34,154.30	0.00	0.00	34,154.30	-34,154.30	0.00
	<b>Grants &amp; Contributions</b>	<b>0.00</b>	<b>34,154.30</b>	<b>0.00</b>	<b>0.00</b>	<b>34,154.30</b>	<b>-34,154.30</b>	<b>0.00</b>
<b>00</b>		<b>898,361.00</b>	<b>669,673.71</b>	<b>120.71</b>	<b>22,136.34</b>	<b>691,689.34</b>	<b>206,671.66</b>	<b>76.99</b>
	<b>Revenue</b>	<b>898,361.00</b>	<b>669,673.71</b>	<b>120.71</b>	<b>22,136.34</b>	<b>691,689.34</b>	<b>206,671.66</b>	<b>76.99</b>
<b>00</b>								
14-00-00-53-4290	License Fees	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00	100.00
	<b>Contractual Services</b>	<b>12,000.00</b>	<b>12,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>12,000.00</b>	<b>0.00</b>	<b>100.00</b>
14-00-00-55-0500	Building Improvements	613,725.00	91,244.60	71,086.16	0.00	162,330.76	451,394.24	26.45
14-00-00-55-1205	Streetscape Improvements	48,590.00	0.00	0.00	0.00	0.00	48,590.00	0.00
14-00-00-55-1215	Trees	28,500.00	0.00	0.00	0.00	0.00	28,500.00	0.00
14-00-00-55-1250	Alley Improvements	200,000.00	22,201.24	0.00	0.00	22,201.24	177,798.76	11.10
14-00-00-55-8610	Furniture & Equipment	0.00	11,206.16	0.00	0.00	11,206.16	-11,206.16	0.00
14-00-00-55-8620	Information Technology Equipme	237,170.00	62,974.76	9,883.75	0.00	72,858.51	164,311.49	30.72
14-00-00-55-9100	Street Improvements	20,000.00	0.00	0.00	0.00	0.00	20,000.00	0.00
	<b>Capital Outlay</b>	<b>1,147,985.00</b>	<b>187,626.76</b>	<b>80,969.91</b>	<b>0.00</b>	<b>268,596.67</b>	<b>879,388.33</b>	<b>23.40</b>
<b>00</b>		<b>1,159,985.00</b>	<b>199,626.76</b>	<b>80,969.91</b>	<b>0.00</b>	<b>280,596.67</b>	<b>879,388.33</b>	<b>24.19</b>

<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Beg Bal</u>	<u>Debits</u>	<u>Credits</u>	<u>End Bal</u>	<u>Remaining</u>	<u>% Exp/Col</u>
	Expense	<u>1,159,985.00</u>	<u>199,626.76</u>	<u>80,969.91</u>	<u>0.00</u>	<u>280,596.67</u>	<u>879,388.33</u>	<u>24.19</u>
14	Capital Improvement Fund	261,624.00	-470,046.95	81,090.62	22,136.34	-411,092.67	672,716.67	-157.13

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
<b>16</b>	<b>Economic Development Fund</b>							
<b>00</b>								
16-00-00-45-5100	Interest	6,182.00	3,904.84	0.00	195.98	4,100.82	2,081.18	66.33
	<b>Interest</b>	<b>6,182.00</b>	<b>3,904.84</b>	<b>0.00</b>	<b>195.98</b>	<b>4,100.82</b>	<b>2,081.18</b>	<b>66.33</b>
16-00-00-43-4025	Reimbursements from Villages	3,159.00	-0.01	0.00	0.00	-0.01	3,159.01	0.00
	<b>Intergovernmental</b>	<b>3,159.00</b>	<b>-0.01</b>	<b>0.00</b>	<b>0.00</b>	<b>-0.01</b>	<b>3,159.01</b>	<b>0.00</b>
<b>00</b>		<b>9,341.00</b>	<b>3,904.83</b>	<b>0.00</b>	<b>195.98</b>	<b>4,100.81</b>	<b>5,240.19</b>	<b>43.90</b>
	<b>Revenue</b>	<b>9,341.00</b>	<b>3,904.83</b>	<b>0.00</b>	<b>195.98</b>	<b>4,100.81</b>	<b>5,240.19</b>	<b>43.90</b>
<b>00</b>								
16-00-00-53-0380	Consulting Services	18,500.00	0.00	0.00	0.00	0.00	18,500.00	0.00
16-00-00-53-0420	Legal Services	25,000.00	5,707.60	0.00	0.00	5,707.60	19,292.40	22.83
	<b>Contractual Services</b>	<b>43,500.00</b>	<b>5,707.60</b>	<b>0.00</b>	<b>0.00</b>	<b>5,707.60</b>	<b>37,792.40</b>	<b>13.12</b>
16-00-00-55-4300	Other Improvements	787,927.00	617,680.24	0.00	0.00	617,680.24	170,246.76	78.39
	<b>Capital Outlay</b>	<b>787,927.00</b>	<b>617,680.24</b>	<b>0.00</b>	<b>0.00</b>	<b>617,680.24</b>	<b>170,246.76</b>	<b>78.39</b>
<b>00</b>		<b>831,427.00</b>	<b>623,387.84</b>	<b>0.00</b>	<b>0.00</b>	<b>623,387.84</b>	<b>208,039.16</b>	<b>74.98</b>
	<b>Expense</b>	<b>831,427.00</b>	<b>623,387.84</b>	<b>0.00</b>	<b>0.00</b>	<b>623,387.84</b>	<b>208,039.16</b>	<b>74.98</b>
<b>16</b>	<b>Economic Development Fund</b>	<b>822,086.00</b>	<b>619,483.01</b>	<b>0.00</b>	<b>195.98</b>	<b>619,287.03</b>	<b>202,798.97</b>	<b>75.33</b>



Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
<b>31</b>	<b>TIF-Madison Street</b>							
<b>00</b>								
31-00-00-45-5100	Interest	0.00	238.46	0.00	58.24	296.70	-296.70	0.00
	<b>Interest</b>	<b>0.00</b>	<b>238.46</b>	<b>0.00</b>	<b>58.24</b>	<b>296.70</b>	<b>-296.70</b>	<b>0.00</b>
31-00-00-47-7001	Transfer from General Fund	1,050,000.00	1,050,000.00	0.00	0.00	1,050,000.00	0.00	100.00
	<b>Other Financing Sources</b>	<b><u>1,050,000.00</u></b>	<b><u>1,050,000.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>1,050,000.00</u></b>	<b><u>0.00</u></b>	<b><u>100.00</u></b>
<b>00</b>		<b><u>1,050,000.00</u></b>	<b><u>1,050,238.46</u></b>	<b><u>0.00</u></b>	<b><u>58.24</u></b>	<b><u>1,050,296.70</u></b>	<b><u>-296.70</u></b>	<b><u>100.03</u></b>
	<b>Revenue</b>	<b>1,050,000.00</b>	<b>1,050,238.46</b>	<b>0.00</b>	<b>58.24</b>	<b>1,050,296.70</b>	<b>-296.70</b>	<b>100.03</b>
<b>00</b>								
31-00-00-53-0300	Audit Services	2,500.00	0.00	0.00	0.00	0.00	2,500.00	0.00
31-00-00-53-0380	Consulting Services	22,500.00	4,650.00	0.00	0.00	4,650.00	17,850.00	20.67
31-00-00-53-0425	Village Attorney	20,000.00	3,962.20	0.00	0.00	3,962.20	16,037.80	19.81
31-00-00-53-4350	Printing	2,500.00	0.00	0.00	0.00	0.00	2,500.00	0.00
31-00-00-53-5300	AdvertisingLegal Notice	2,500.00	0.00	0.00	0.00	0.00	2,500.00	0.00
	<b>Contractual Services</b>	<b>50,000.00</b>	<b>8,612.20</b>	<b>0.00</b>	<b>0.00</b>	<b>8,612.20</b>	<b>41,387.80</b>	<b>17.22</b>
31-00-00-55-0700	Property Purchase	1,005,000.00	1,004,442.50	0.00	0.00	1,004,442.50	557.50	99.94
	<b>Capital Outlay</b>	<b>1,005,000.00</b>	<b>1,004,442.50</b>	<b>0.00</b>	<b>0.00</b>	<b>1,004,442.50</b>	<b>557.50</b>	<b>99.94</b>
31-00-00-56-0081	Interest on Interfund Loan	9,132.00	0.00	0.00	0.00	0.00	9,132.00	0.00
	<b>Debt Service</b>	<b><u>9,132.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>9,132.00</u></b>	<b><u>0.00</u></b>
<b>00</b>		<b><u>1,064,132.00</u></b>	<b><u>1,013,054.70</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>1,013,054.70</u></b>	<b><u>51,077.30</u></b>	<b><u>95.20</u></b>
	<b>Expense</b>	<b><u>1,064,132.00</u></b>	<b><u>1,013,054.70</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>1,013,054.70</u></b>	<b><u>51,077.30</u></b>	<b><u>95.20</u></b>
<b>31</b>	<b>TIF-Madison Street</b>	<b>14,132.00</b>	<b>-37,183.76</b>	<b>0.00</b>	<b>58.24</b>	<b>-37,242.00</b>	<b>51,374.00</b>	<b>-263.53</b>

Account Number	Description	Budget	Beg Bal	Debits	Credits	End Bal	Remaining	% Exp/Col
<b>32</b>	<b>Tif - North Avenue</b>							
<b>00</b>								
32-00-00-45-5100	Interest	0.00	86.07	0.00	14.53	100.60	-100.60	0.00
	<b>Interest</b>	<b><u>0.00</u></b>	<b><u>86.07</u></b>	<b><u>0.00</u></b>	<b><u>14.53</u></b>	<b><u>100.60</u></b>	<b><u>-100.60</u></b>	<b><u>0.00</u></b>
<b>00</b>		<b><u>0.00</u></b>	<b><u>86.07</u></b>	<b><u>0.00</u></b>	<b><u>14.53</u></b>	<b><u>100.60</u></b>	<b><u>-100.60</u></b>	<b><u>0.00</u></b>
	<b>Revenue</b>	<b>0.00</b>	<b>86.07</b>	<b>0.00</b>	<b>14.53</b>	<b>100.60</b>	<b>-100.60</b>	<b>0.00</b>
<b>00</b>								
32-00-00-53-0380	Consulting Services	20,000.00	13,283.79	0.00	0.00	13,283.79	6,716.21	66.42
32-00-00-53-0425	Village Attorney	25,000.00	6,485.30	0.00	0.00	6,485.30	18,514.70	25.94
32-00-00-53-4350	Printing	2,500.00	0.00	0.00	0.00	0.00	2,500.00	0.00
32-00-00-53-5300	AdvertisingLegal	2,500.00	0.00	0.00	0.00	0.00	2,500.00	0.00
	<b>Contractual</b>	<b><u>50,000.00</u></b>	<b><u>19,769.09</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>19,769.09</u></b>	<b><u>30,230.91</u></b>	<b><u>39.54</u></b>
	<b>Services</b>							
<b>00</b>		<b><u>50,000.00</u></b>	<b><u>19,769.09</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>19,769.09</u></b>	<b><u>30,230.91</u></b>	<b><u>39.54</u></b>
	<b>Expense</b>	<b><u>50,000.00</u></b>	<b><u>19,769.09</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>19,769.09</u></b>	<b><u>30,230.91</u></b>	<b><u>39.54</u></b>
<b>32</b>	<b>Tif - North Avenue</b>	<b>50,000.00</b>	<b>19,683.02</b>	<b>0.00</b>	<b>14.53</b>	<b>19,668.49</b>	<b>30,331.51</b>	<b>39.34</b>

# Village of River Forest Investments

Fiscal Year 2018  
Through 01/31/2018

Fun	ID	Bank	Interest Rate	Purchase Date	Maturity Date	Cost	Par Value	Market Value
01	2016-17	Unita Bank	01.001%	3/23/2016	3/23/2018	\$245,000.00	\$245,000.00	\$245,000.00
01	2017-11	MB Financial Bank	01.350%	3/29/2017	6/29/2018	\$200,000.00	\$200,000.00	\$201,884.76
01	2017-10	MB Financial	01.350%	4/4/2017	7/4/2018	\$500,000.00	\$500,000.00	\$503,297.19
01	2016-10	Discover Bank	01.650%	9/30/2015	10/1/2018	\$247,690.03	\$247,000.00	\$247,026.43
01	2018-02	MB Financial	01.340%	7/5/2017	10/5/2018	\$210,273.31	\$210,273.31	\$210,983.51
01	2016-21	Pacific Western Bank	01.061%	8/22/2016	10/31/2018	\$244,200.00	\$244,200.00	\$244,200.00
01	2016-12	FFCB	01.340%	12/7/2015	11/30/2018	\$100,000.00	\$100,000.00	\$99,520.60
01	2018-07	American Express Bank	01.610%	9/6/2017	12/6/2018	\$247,969.44	\$248,000.00	\$247,721.00
01	2016-11	American Express Centurion	01.650%	12/9/2015	12/10/2018	\$247,690.03	\$247,000.00	\$246,781.41
01	2017-08	Keybank	01.400%	4/12/2017	4/12/2019	\$248,487.44	\$248,000.00	\$246,785.30
01	2017-12	Ally Bank	01.650%	6/29/2017	7/1/2019	\$247,000.00	\$247,000.00	\$245,842.31
01	2018-05	Private Bank	01.675%	8/21/2017	8/21/2019	\$241,600.00	\$241,600.00	\$241,600.00
01	2017-05	Wells Fargo	01.750%	3/1/2017	3/2/2020	\$249,364.25	\$249,000.00	\$247,016.96
01	2017-06	Capital One Bank	01.800%	3/8/2017	3/9/2020	\$247,000.00	\$247,000.00	\$245,010.66
01	2017-09	FHLMC	01.500%	4/4/2017	2/17/2021	\$330,165.00	\$330,000.00	\$329,353.20
								<b>\$3,802,023.33</b>
02	2017-02	Sonabank	01.410%	1/31/2017	3/9/2018	\$100,000.00	\$100,000.00	\$100,000.00
02	2017-04	Western Alliance/Torrey Pines	01.060%	2/21/2017	8/15/2018	\$246,100.00	\$246,100.00	\$246,100.00
02	2017-03	Enerbank	01.700%	1/31/2017	12/18/2018	\$150,456.56	\$149,400.00	\$149,321.71

# Village of River Forest Investments

Fiscal Year 2018  
Through 01/31/2018

Fun	ID	Bank	Interest Rate	Purchase Date	Maturity Date	Cost	Par Value	Market Value
								<b>\$495,421.71</b>
03	2018-06	Affiliated Bank	01.360%	8/30/2017	8/30/2018	\$100,000.00	\$100,000.00	\$100,000.00
03	2018-08	Washington Trust Company	01.510%	9/8/2017	3/8/2019	\$151,200.27	\$151,000.00	\$150,534.47
								<b>\$250,534.47</b>
13	2014-13	Commerce Bank	01.087%	2/13/2014	2/13/2018	\$239,500.00	\$239,500.00	\$239,500.00
13	2014-15	FHLMC	00.875%	2/13/2014	3/7/2018	\$394,069.86	\$400,000.00	\$399,821.60
13	2018-03	MB Financial	01.340%	7/5/2017	10/5/2018	\$210,273.30	\$210,273.30	\$210,983.51
13	2016-25	CIT Bank/One West Bank	01.250%	10/31/2016	10/31/2018	\$244,400.00	\$244,400.00	\$244,400.00
13	2016-24	Community State Bank	01.260%	10/31/2016	10/31/2018	\$245,000.00	\$245,000.00	\$245,000.00
13	2016-13	FFCB	01.340%	12/7/2015	11/30/2018	\$230,000.00	\$230,000.00	\$228,897.38
13	2014-34	Enerbank USA	01.700%	12/18/2014	12/18/2018	\$99,792.77	\$99,600.00	\$99,547.81
13	2016-27	FHLB 3130AAE46	01.250%	12/23/2016	1/16/2019	\$199,900.00	\$200,000.00	\$198,674.00
13	2017-07	FHLMC 3134GA6H2	01.375%	3/30/2017	2/28/2019	\$599,934.00	\$600,000.00	\$595,290.00
13	2018-11	Stearns Bank	01.350%	11/1/2017	5/3/2019	\$248,021.68	\$249,000.00	\$247,194.75
13	2018-09	Capital One Natl Assoc	01.750%	11/8/2017	11/8/2019	\$247,000.00	\$247,000.00	\$245,497.01
13	2018-10	Morgan Stanley Bank	01.750%	11/9/2017	11/12/2019	\$247,000.00	\$247,000.00	\$245,472.80
13	2007-01	GNMA #781459	06.000%	8/15/2007	6/15/2032	\$20,156.55	\$16,759.66	\$17,677.09
13	2007-02	FHLMC #8016	06.000%	8/23/2007	10/1/2034	\$18,585.84	\$16,315.54	\$18,218.51
								<b>\$3,236,174.46</b>

# Village of River Forest Investments

Fiscal Year 2018  
Through 01/31/2018

Fun	ID	Bank	Interest Rate	Purchase Date	Maturity Date	Cost	Par Value	Market Value
14	2018-12	First National Bank	01.332%	11/1/2017	10/1/2018	\$240,300.00	\$240,300.00	\$240,300.00
14	2016-14	FFCB	01.340%	12/7/2015	11/30/2018	\$100,000.00	\$100,000.00	\$99,520.60
14	2016-28	FHLB 3130AAE46	01.250%	12/23/2016	1/16/2019	\$199,900.00	\$200,000.00	\$198,674.00
14	2018-04	Farmers & Merchants Union Bk	01.493%	8/14/2017	2/5/2019	\$244,500.00	\$244,500.00	\$244,500.00
								<b>\$782,994.60</b>
								<b>\$8,567,148.57</b>



## MEMORANDUM

Date: March 5, 2018

To: Eric Palm, Village Administrator

From: Joan Rock, Director of Finance

Subject: Accounts Payable - January 2018

Attached for your review and approval is a list of payments made to vendors by account number for the period from January 1 - 31, 2018. The total payments made for the period, including payrolls, are as follows:

### VILLAGE OF RIVER FOREST EXPENDITURES MONTH ENDED JANUARY 31, 2018

FUND	FUND #	VENDORS	PAYROLLS	TOTAL
General Fund	01	691,054.05	\$ 612,494.58	1,303,548.63
Water & Sewer Fund	02	410,120.68	75,505.60	485,626.28
Motor Fuel Tax	03	1,453.01	-	1,453.01
Debt Service	05	-	-	-
Capital Equip Replacement	13	51,782.11	-	51,782.11
Capital Improvement Fund	14	80,969.91	-	80,969.91
Economic Development Fund	16	-	-	-
TIF-Madison	31	-	-	-
TIF-North	32	-	-	-
<b>Total Village Expenditures</b>		<b>\$ 1,235,379.76</b>	<b>\$ 688,000.18</b>	<b>\$ 1,923,379.94</b>

#### Requested Board Actions:

1. Motion to Approve January 2018 Accounts Payable and Payroll transactions totaling \$1,922,759.94.
2. Motion to Approve a January 2018 payment to Anderson Elevator in the amount of \$620.00 for elevator maintenance.



# Accounts Payable

## Transactions by Account

User: jrock  
 Printed: 03/05/2018 - 2:26PM  
 Batch: 00000.00.0000



Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-00-00-16-0015	IRMA	LIABILITY INSURANCE	01/31/2018	46754	299,946.00	
		Vendor Subtotal for Division:00			299,946.00	
01-00-00-17-0038	Card Services	SNACKS FOR VENDING MACHINI	01/26/2018	46714	112.13	
01-00-00-17-0038	Card Services	SNACKS FOR VENDING MACHINI	01/26/2018	46714	128.21	
		Vendor Subtotal for Division:00			240.34	
01-00-00-21-0026	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	01/31/2018	147	-516.04	
		Vendor Subtotal for Division:00			-516.04	
01-00-00-21-0043	Genesis Employee Benefits Inc	PR Batch 00012.01.2018 VEBA Contr	01/12/2018	99979	3,271.58	
01-00-00-21-0043	Genesis Employee Benefits Inc	PR Batch 00031.01.2018 VEBA Contr	01/31/2018	999978	3,219.88	
		Vendor Subtotal for Division:00			6,491.46	
01-00-00-21-0050	Illinois Fraternal Order of Police Lab	PR Batch 00031.01.2018 Police Union	01/31/2018	5789	1,161.00	
		Vendor Subtotal for Division:00			1,161.00	
01-00-00-21-0050	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	01/31/2018	147	17.70	
01-00-00-21-0050	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	01/31/2018	147	1,217.88	
01-00-00-21-0050	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	01/31/2018	147	3,309.34	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
Vendor Subtotal for Division:00					4,544.92	
01-00-00-21-0050	International Union of Operating En	PR Batch 00012.01.2018 Public Work:	01/12/2018	5790	339.08	
01-00-00-21-0050	International Union of Operating En	PR Batch 00031.01.2018 Public Work:	01/31/2018	5790	323.84	
Vendor Subtotal for Division:00					662.92	
01-00-00-21-0050	International Union of Operating En	PR Batch 00012.01.2018 Public Work:	01/12/2018	5791	67.24	
01-00-00-21-0050	International Union of Operating En	PR Batch 00031.01.2018 Public Work:	01/31/2018	5791	64.64	
Vendor Subtotal for Division:00					131.88	
01-00-00-21-0050	NCPERS Group Life Ins	SUPPLEMENTAL LIFE INS/FEB 20	01/31/2018	5795	143.61	
Vendor Subtotal for Division:00					143.61	
01-00-00-21-0050	State Disbursement Unit	PR Batch 00012.01.2018 Nolan-17111	01/12/2018	5783	1,200.00	
01-00-00-21-0050	State Disbursement Unit	PR Batch 00012.01.2018 Doran-17031	01/12/2018	5783	434.50	
01-00-00-21-0050	State Disbursement Unit	PR Batch 00031.01.2018 Nolan-17111	01/31/2018	5793	1,200.00	
01-00-00-21-0050	State Disbursement Unit	PR Batch 00031.01.2018 Doran-17031	01/31/2018	5793	434.50	
Vendor Subtotal for Division:00					3,269.00	
01-00-00-25-0051	Roberta Signs	LEGAL SIGN-BONNIE BRAE PLAN	01/31/2018	46777	198.00	
Vendor Subtotal for Division:00					198.00	
01-00-00-41-1450	Caporale Realty Group	REFUND OVERPAYMENT OF TRA	01/12/2018	46640	15.00	
Vendor Subtotal for Division:00					15.00	
01-00-00-42-2120	Allyn Clemons	REFUND OVERPAYMENT OF ONL	01/31/2018	46728	22.50	
Vendor Subtotal for Division:00					22.50	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-00-00-43-3065	Carrie Summy	REFUND FEE FOR COPY OF POLIC	01/31/2018	46785	5.00	
		Vendor Subtotal for Division:00			5.00	
01-00-00-43-3550	Paramedic Billing Services Inc	PBS FEE	01/31/2018	46774	509.10	
		Vendor Subtotal for Division:00			509.10	
01-00-00-44-4230	Patrick Brennan	REFUND DUPLICATE PAYMENT O	01/12/2018	46638	30.00	
		Vendor Subtotal for Division:00			30.00	
01-00-00-44-4230	Patrick Curran	REFUND DUPLICATE PAYMENT O	01/12/2018	46648	30.00	
		Vendor Subtotal for Division:00			30.00	
01-00-00-44-4230	Nancy Ide	REFUND DUPLICATE PAYMENT O	01/31/2018	46748	50.00	
		Vendor Subtotal for Division:00			50.00	
01-00-00-46-6410	Kathleen Corry	REFUND ZONING VARIATION API	01/31/2018	46736	650.00	
		Vendor Subtotal for Division:00			650.00	
01-10-00-52-0400	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	01/31/2018	147	4,681.33	
		Vendor Subtotal for Division:10			4,681.33	
01-10-00-52-0420	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	01/31/2018	147	5.70	
01-10-00-52-0420	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	01/31/2018	147	690.79	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Division:10			696.49	
01-10-00-52-0425	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	01/31/2018	147	138.55	
		Vendor Subtotal for Division:10			138.55	
01-10-00-53-0200	AT&T	MONTHLY ELEVATOR CHARGE	01/18/2018	46702	232.76	
		Vendor Subtotal for Division:10			232.76	
01-10-00-53-0200	AT&T	HIGH SPEED INTERNET	01/18/2018	46703	65.38	
		Vendor Subtotal for Division:10			65.38	
01-10-00-53-0200	CALL ONE	MONTHLY PHONE SERVICE	01/26/2018	46713	1,754.74	
		Vendor Subtotal for Division:10			1,754.74	
01-10-00-53-0200	Comcast Cable	HIGH SPEED INTERNET	01/18/2018	46706	274.53	
		Vendor Subtotal for Division:10			274.53	
01-10-00-53-0200	Verizon Financial Services LLC	DATA SERVICE FOR TABLETS & M	01/12/2018	0	41.90	
		Vendor Subtotal for Division:10			41.90	
01-10-00-53-0380	City of Lake Forest	NORTHERN ILLINOIS BENCHMAI	01/18/2018	46705	5,299.54	
		Vendor Subtotal for Division:10			5,299.54	
01-10-00-53-0380	Ehlers & Associates Inc	LAKE & PARK CONSULTING WOR	01/12/2018	46653	3,592.75	
01-10-00-53-0380	Ehlers & Associates Inc	LAKE & PARK CONSULTING WOR	01/31/2018	46738	2,860.00	
		Vendor Subtotal for Division:10			6,452.75	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-10-00-53-0380	Houseal Lavigne Associates	COMPREHENSIVE PLAN	01/12/2018	46666	690.46	
		Vendor Subtotal for Division:10			690.46	
01-10-00-53-0380	Jasculca Terman Strategic Communi	COLLABORATIVE COMMITTEE E	01/31/2018	0	99.21	
01-10-00-53-0380	Jasculca Terman Strategic Communi	COMMUNICATIONS CONSULTINC	01/31/2018	0	1,006.25	
		Vendor Subtotal for Division:10			1,105.46	
01-10-00-53-0380	Total Administrative Services Corp	VEBA/FSA ADMIN FEES	01/12/2018	46692	689.75	
		Vendor Subtotal for Division:10			689.75	
01-10-00-53-0410	Card Services	AMAZON WEB SERVICES/DEC 20	01/26/2018	46714	290.57	
		Vendor Subtotal for Division:10			290.57	
01-10-00-53-0410	ClientFirst Consulting Group LLC	IT SUPPORT GENERAL FY18	01/31/2018	0	3,120.00	
01-10-00-53-0410	ClientFirst Consulting Group LLC	IT SUPPORT POLICE DEPT FY18	01/31/2018	0	1,671.25	
01-10-00-53-0410	ClientFirst Consulting Group LLC	SERVER ROOM HARDWARE INVE	01/31/2018	0	1,877.50	
		Vendor Subtotal for Division:10			6,668.75	
01-10-00-53-0410	Webitects	WEBSITE HOSTING/JAN 2018	01/12/2018	46699	195.00	
01-10-00-53-0410	Webitects	WEBSITE HOSTING/PARTIAL DEC	01/12/2018	46699	125.80	
		Vendor Subtotal for Division:10			320.80	
01-10-00-53-1100	Health Inspection Professionals Inc	HEALTH INSPECTION SVCS/OCT-	01/12/2018	46664	3,750.00	
		Vendor Subtotal for Division:10			3,750.00	
01-10-00-53-3300	De Lage Landen Financial Svcs Inc	LEASING (3) COPIERS/PRINTERS	01/31/2018	46737	505.35	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
Vendor Subtotal for Division:10					505.35	
01-10-00-53-3300	Regal Business Machines Inc	MAINTENANCE & COLOR COPIES	01/12/2018	46683	224.10	
01-10-00-53-3300	Regal Business Machines Inc	MAINTENANCE & COLOR COPIES	01/31/2018	46775	233.25	
Vendor Subtotal for Division:10					457.35	
01-10-00-53-4100	Card Services	IGFOA WEBINAR GASB87/C SCOT	01/26/2018	46714	55.00	
Vendor Subtotal for Division:10					55.00	
01-10-00-53-4250	Card Services	CMA US CONF OF MAYORS AIRFA	01/26/2018	46714	368.40	
01-10-00-53-4250	Card Services	REGISTRATION FOR CMA US CON	01/26/2018	46714	1,800.00	
Vendor Subtotal for Division:10					2,168.40	
01-10-00-53-4300	Government Finance Officers Assn	GAAFR REVIEW NEWSLETTER M	01/12/2018	46662	50.00	
Vendor Subtotal for Division:10					50.00	
01-10-00-53-4300	Oak Park River Forest	ANNUAL MEMBERSHIP CHAMBE	01/12/2018	46680	750.00	
Vendor Subtotal for Division:10					750.00	
01-10-00-53-5600	Card Services	DINNERWARE FOR EMP RECOGN	01/26/2018	46714	284.40	
01-10-00-53-5600	Card Services	ANNUAL EMPLOYEE RECOGNITI	01/26/2018	46714	961.00	
01-10-00-53-5600	Card Services	FULL SHEET CAKE FOR CHIEF G	01/26/2018	46714	59.99	
01-10-00-53-5600	Card Services	GLUTEN FREE PIZZA FOR ANNUA	01/26/2018	46714	23.00	
01-10-00-53-5600	Card Services	PIZZAS FOR EMP RECOGNITION	01/26/2018	46714	121.00	
01-10-00-53-5600	Card Services	FOOD FOR GOAL SETTING	01/26/2018	46714	123.36	
Vendor Subtotal for Division:10					1,572.75	



Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-10-00-54-0100	Card Services	COFFEE, DISHWASHING SOAP & C	01/26/2018	46714	123.09	
01-10-00-54-0100	Card Services	PLATES, COFFEE CUPS & OFFICE	01/26/2018	46714	144.64	
Vendor Subtotal for Division:10					267.73	
01-10-00-54-0100	Garvey's Office Products	ACCOUNTS PAYABLE STAMPS	01/12/2018	46660	92.25	
Vendor Subtotal for Division:10					92.25	
01-10-00-54-0100	Warehouse Direct Inc	SUPPLIES FOR COFFEE MAKER-A	01/31/2018	46796	23.70	
01-10-00-54-0100	Warehouse Direct Inc	MISC OFFICE SUPPLIES	01/31/2018	46796	71.41	
01-10-00-54-0100	Warehouse Direct Inc	SUPPLIES FOR COFFEE MAKER-A	01/31/2018	46796	7.90	
Vendor Subtotal for Division:10					103.01	
01-10-00-54-1300	UPS	MAILING OF TAX LEVY TO COOK	01/12/2018	46696	11.41	
01-10-00-54-1300	UPS	RETURN FOR PART (ACCESS CON	01/31/2018	46791	3.79	
Vendor Subtotal for Division:10					15.20	
01-15-00-53-0400	Suzanne M Nelson	BFPC SECRETARIAL SERVICES	01/12/2018	0	42.36	
Vendor Subtotal for Division:15					42.36	
01-15-00-53-4400	Elmhurst Occupational Health	MEDICAL/SCREENING BFPC	01/31/2018	46739	522.00	
Vendor Subtotal for Division:15					522.00	
01-15-00-53-4450	Roger Hughes	BFPC PERSONNEL EVALUATION	01/12/2018	46682	400.00	
Vendor Subtotal for Division:15					400.00	
01-15-00-53-4450	Theodore Polygraph Services Inc	BFPC TESTING FOR NEW POLICE	01/12/2018	46690	195.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Division:15			195.00	
01-20-00-52-0400	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	01/31/2018	147	3,462.03	
		Vendor Subtotal for Division:20			3,462.03	
01-20-00-52-0425	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	01/31/2018	147	11.20	
		Vendor Subtotal for Division:20			11.20	
01-20-00-53-0370	Verizon Financial Services LLC	DATA SERVICE FOR TABLETS & M	01/12/2018	0	13.97	
		Vendor Subtotal for Division:20			13.97	
01-20-00-53-1300	B&F Construction Code Services Inc	DEC 2017 INSPECTIONS & MISC P	01/31/2018	46722	4,800.00	
		Vendor Subtotal for Division:20			4,800.00	
01-20-00-53-1305	B&F Construction Code Services Inc	PLAN REVIEW/7355 GREENFIELD	01/12/2018	46635	1,142.08	
01-20-00-53-1305	B&F Construction Code Services Inc	PLAN REVIEW/947 BONNIE BRAE	01/12/2018	46635	440.00	
01-20-00-53-1305	B&F Construction Code Services Inc	DEC 2017 INSPECTIONS & MISC P	01/31/2018	46722	427.50	
01-20-00-53-1305	B&F Construction Code Services Inc	SOLAR PANEL REVIEW/843 KEYS	01/31/2018	46722	225.00	
01-20-00-53-1305	B&F Construction Code Services Inc	PLAN REVIEW/400 LATHROP AVE	01/31/2018	46722	895.50	
		Vendor Subtotal for Division:20			3,130.08	
01-20-00-53-4300	The American Assoc of Code Enforce	(1) YR MEMBERSHIP	01/12/2018	46630	75.00	
		Vendor Subtotal for Division:20			75.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-20-00-53-5300	Wednesday Journal Inc	ZONING BOARD LEGAL NOTICE:	01/31/2018	46797	441.00	
		Vendor Subtotal for Division:20			441.00	
01-30-00-53-0420	Clark Baird Smith LLP	LABOR/EMPLOYMENT LEGAL	01/12/2018	46644	590.00	
		Vendor Subtotal for Division:30			590.00	
01-30-00-53-0425	Chicago Title Insurance Co	MINUTES OF DEMO - 516 PARK AV	01/12/2018	46642	125.00	
		Vendor Subtotal for Division:30			125.00	
01-40-00-52-0400	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	01/31/2018	147	47,611.36	
		Vendor Subtotal for Division:40			47,611.36	
01-40-00-52-0420	Benistar/Hartford-6795	RETIREE INSURANCE PREMIUMS	01/31/2018	46723	7,426.06	
		Vendor Subtotal for Division:40			7,426.06	
01-40-00-52-0420	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	01/31/2018	147	51.30	
01-40-00-52-0420	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	01/31/2018	147	7,770.54	
		Vendor Subtotal for Division:40			7,821.84	
01-40-00-52-0425	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	01/31/2018	147	596.13	
		Vendor Subtotal for Division:40			596.13	
01-40-00-53-0200	AT&T Wireless	AT&T CELLULAR TELEPHONE BI	01/12/2018	144	214.50	
		Vendor Subtotal for Division:40			214.50	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-40-00-53-0200	Verizon Financial Services LLC	DATA SERVICE FOR TABLETS & M	01/12/2018	0	65.95	
		Vendor Subtotal for Division:40			65.95	
01-40-00-53-0385	Hon. Perry J Gulbrandsen Ret.	ADJUDICATION HEARING SERVIC	01/18/2018	46709	600.00	
01-40-00-53-0385	Hon. Perry J Gulbrandsen Ret.	ADJUDICATION HEARING SERVIC	01/31/2018	46744	600.00	
		Vendor Subtotal for Division:40			1,200.00	
01-40-00-53-0385	Municipal Systems Inc	MONTHLY SOFTWARE SUBSCRIP	01/12/2018	0	950.00	
01-40-00-53-0385	Municipal Systems Inc	MONTHLY SOFTWARE SUBSCRIP	01/12/2018	0	950.00	
		Vendor Subtotal for Division:40			1,900.00	
01-40-00-53-0410	Critical Reach Inc	ANNUAL SUBSCRIPTION FEE	01/18/2018	46707	285.00	
		Vendor Subtotal for Division:40			285.00	
01-40-00-53-0430	Animal Care League	IMPOUND FEES/DEC 2017	01/31/2018	0	120.00	
		Vendor Subtotal for Division:40			120.00	
01-40-00-53-3100	Advanced Weighing Systems Inc	RE-CERTIFIED TRUCK SCALES	01/31/2018	46716	200.00	
		Vendor Subtotal for Division:40			200.00	
01-40-00-53-3100	Illinois Dept of Agriculture	ANNUAL TRUCK SCALE RECERTI	01/31/2018	46750	800.00	
		Vendor Subtotal for Division:40			800.00	
01-40-00-53-3100	RFTC 1 Corp	ANNUAL ELECTRICITY COST FOI	01/31/2018	46776	93.75	
		Vendor Subtotal for Division:40			93.75	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-40-00-53-3200	Associated Tire and Battery Co Inc	POLICE SQUAD TIRES	01/31/2018	46721	594.28	
01-40-00-53-3200	Associated Tire and Battery Co Inc	POLICE SQUAD TIRES	01/31/2018	46721	742.85	
Vendor Subtotal for Division:40					1,337.13	
01-40-00-53-3200	CAMZ Communications Inc	PD VEHICLE MAINTENANCE	01/31/2018	46725	295.00	
Vendor Subtotal for Division:40					295.00	
01-40-00-53-3200	Fleet Safety Supply	EQUIPMENT FOR PD VEHICLE #1	01/31/2018	46743	410.25	
Vendor Subtotal for Division:40					410.25	
01-40-00-53-3200	Pete's Automotive Service Inc	SERVICE 2015 DODGE CHARGER :	01/12/2018	0	44.37	
01-40-00-53-3200	Pete's Automotive Service Inc	SERVICE 2017 FORD EXPLORER #	01/12/2018	0	488.89	
01-40-00-53-3200	Pete's Automotive Service Inc	SERVICE 2013 FORD TAURUS PPV	01/12/2018	0	1,877.82	
01-40-00-53-3200	Pete's Automotive Service Inc	SERVICE 2014 FORD EXPLORER #	01/12/2018	0	350.99	
01-40-00-53-3200	Pete's Automotive Service Inc	SERVICE 2016 DODGE CHARGER :	01/12/2018	0	24.00	
01-40-00-53-3200	Pete's Automotive Service Inc	SERVICE 2013 FORD EXPLORER #	01/12/2018	0	386.98	
01-40-00-53-3200	Pete's Automotive Service Inc	SERVICE 2013 FORD EXPLORER #	01/12/2018	0	44.00	
01-40-00-53-3200	Pete's Automotive Service Inc	SERVICE 2015 DODGE CHARGER :	01/12/2018	0	172.50	
01-40-00-53-3200	Pete's Automotive Service Inc	SERVICE 2013 FORD TAURUS #16	01/12/2018	0	24.00	
Vendor Subtotal for Division:40					3,413.55	
01-40-00-53-3200	W.C. Schauer Hardware	POLICE VEHICLE KEYS	01/31/2018	46778	5.38	
Vendor Subtotal for Division:40					5.38	
01-40-00-53-4100	Justin Labriola	REIMB MEALS DURING (2) WEEK	01/31/2018	46758	94.73	
Vendor Subtotal for Division:40					94.73	
01-40-00-53-4100	Northwestern University	SCHOOL OF POLICE STAFF & COM	01/12/2018	46678	3,800.00	
Vendor Subtotal for Division:40					3,800.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-40-00-53-4200	Andy Frain Services Inc	CROSSING GUARD SERVICES/NO	01/12/2018	0	7,483.32	
01-40-00-53-4200	Andy Frain Services Inc	CROSSING GUARD SERVICES/DE	01/31/2018	0	6,875.70	
		Vendor Subtotal for Division:40			14,359.02	
01-40-00-53-4200	Card Services	RFPD DISABILITY I.D. BRACELET	01/26/2018	46714	43.18	
		Vendor Subtotal for Division:40			43.18	
01-40-00-53-4200	Linda Conway	RE-ISSUE CHECK NEVER CASHEI	01/31/2018	46734	804.16	
		Vendor Subtotal for Division:40			804.16	
01-40-00-53-4200	Metro Mortuary Transport Inc	MORTUARY SERVICES/LOYOLA F	01/31/2018	46761	235.00	
		Vendor Subtotal for Division:40			235.00	
01-40-00-53-4200	Oak Park Township	QTRLY YOUTH INTERVENTIONIS	01/18/2018	0	3,821.17	
		Vendor Subtotal for Division:40			3,821.17	
01-40-00-53-4200	Thrive Counseling Center	QUARTERLY COUNSELING SERV	01/31/2018	46788	1,500.00	
		Vendor Subtotal for Division:40			1,500.00	
01-40-00-53-4250	Justin Labriola	REIMB FOOD DURING POLICE IN	01/18/2018	46710	70.00	
		Vendor Subtotal for Division:40			70.00	
01-40-00-53-4300	International Assoc of Police Chiefs	IACP MEMBERSHIP/J O'SHEA	01/31/2018	46751	150.00	
		Vendor Subtotal for Division:40			150.00	
01-40-00-53-4300	Thomson Reuters-West	MONTHLY SUBSCRIPTION FEE/N	01/18/2018	46712	175.00	



Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
Vendor Subtotal for Division:40					175.00	
01-40-00-53-4350	Flash Printing Inc	DIE CUT DOORHANGERS	01/31/2018	46742	130.00	
Vendor Subtotal for Division:40					130.00	
01-40-00-53-4400	Elmhurst Occupational Health	PD MEDICAL/SCREENING	01/12/2018	46654	755.00	
01-40-00-53-4400	Elmhurst Occupational Health	MEDICAL/SCREENING POLICE DI	01/31/2018	46739	1,260.00	
Vendor Subtotal for Division:40					2,015.00	
01-40-00-54-0100	Card Services	PD COMPUTER/TV SUPPLIES	01/26/2018	46714	62.39	
Vendor Subtotal for Division:40					62.39	
01-40-00-54-0100	Warehouse Direct Inc	FLASH DRIVES & OFFICE PENS	01/31/2018	46796	141.72	
01-40-00-54-0100	Warehouse Direct Inc	MISC PD OFFICE SUPPLIES	01/31/2018	46796	182.78	
Vendor Subtotal for Division:40					324.50	
01-40-00-54-0300	J.G. Uniforms Inc	UNIFORMS/J CROMLEY	01/12/2018	46670	124.90	
01-40-00-54-0300	J.G. Uniforms Inc	UNIFORMS/E BUCKNER	01/12/2018	46670	996.00	
01-40-00-54-0300	J.G. Uniforms Inc	UNIFORMS/E BUCKNER	01/12/2018	46670	70.30	
01-40-00-54-0300	J.G. Uniforms Inc	UNIFORMS/S HENEGHAN	01/31/2018	46755	128.65	
01-40-00-54-0300	J.G. Uniforms Inc	UNIFORMS/T FIELDS	01/31/2018	46755	57.50	
01-40-00-54-0300	J.G. Uniforms Inc	UNIFORMS/J O'SHEA	01/31/2018	46755	51.00	
01-40-00-54-0300	J.G. Uniforms Inc	UNIFORMS/J O'SHEA	01/31/2018	46755	398.35	
01-40-00-54-0300	J.G. Uniforms Inc	UNIFORMS/A MURILLO	01/31/2018	46755	1,356.65	
Vendor Subtotal for Division:40					3,183.35	
01-40-00-54-0300	Ray O'Herron Co. Inc	UNIFORMS/M FRIES	01/12/2018	46679	374.93	
01-40-00-54-0300	Ray O'Herron Co. Inc	UNIFORMS/R SPEARS	01/12/2018	46679	550.92	
01-40-00-54-0300	Ray O'Herron Co. Inc	UNIFORMS/J CROMLEY	01/12/2018	46679	235.89	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-40-00-54-0300	Ray O'Herron Co. Inc	UNIFORMS/W CASSIDY	01/12/2018	46679	610.93	
01-40-00-54-0300	Ray O'Herron Co. Inc	UNIFORMS/M OSTROWSKI	01/12/2018	46679	490.98	
01-40-00-54-0300	Ray O'Herron Co. Inc	UNIFORMS/S HENEGHAN	01/31/2018	46773	460.40	
01-40-00-54-0300	Ray O'Herron Co. Inc	UNIFORMS/S HENEGHAN	01/31/2018	46773	1,309.42	
01-40-00-54-0300	Ray O'Herron Co. Inc	UNIFORMS/W CASSIDY	01/31/2018	46773	65.99	
01-40-00-54-0300	Ray O'Herron Co. Inc	UNIFORMS/R SPEARS	01/31/2018	46773	61.99	
01-40-00-54-0300	Ray O'Herron Co. Inc	UNIFORMS/E BOWMAN	01/31/2018	46773	41.23	
01-40-00-54-0300	Ray O'Herron Co. Inc	UNIFORMS/E BOWMAN	01/31/2018	46773	93.99	
01-40-00-54-0300	Ray O'Herron Co. Inc	UNIFORMS/D SZCZESNY	01/31/2018	46773	427.89	
01-40-00-54-0300	Ray O'Herron Co. Inc	UNIFORMS/E BOWMAN	01/31/2018	46773	143.63	
01-40-00-54-0300	Ray O'Herron Co. Inc	UNIFORMS/T CARROLL	01/31/2018	46773	105.98	
01-40-00-54-0300	Ray O'Herron Co. Inc	UNIFORMS/D HUMPHREYS	01/31/2018	46773	181.97	
Vendor Subtotal for Division:40					5,156.14	
01-40-00-54-0400	Aftermath	PRISONER CELL CLEANUP	01/31/2018	46717	105.00	
Vendor Subtotal for Division:40					105.00	
01-40-00-54-0400	The Laundry Room	CLEANING OF PRISONER BLANK	01/12/2018	46672	25.00	
Vendor Subtotal for Division:40					25.00	
01-40-00-54-0400	McDonald's-Karavites Restaurant 67	PRISONER MEALS	01/31/2018	46759	110.54	
Vendor Subtotal for Division:40					110.54	
01-40-00-54-0400	New Albertsons Inc	PRISONER PRESCRIPTION	01/31/2018	46771	9.99	
Vendor Subtotal for Division:40					9.99	
01-40-00-54-0600	Intoximeters Inc	MOUTHPIECES FOR BREATHALY'	01/31/2018	46753	62.85	
Vendor Subtotal for Division:40					62.85	
01-40-00-54-0601	Chicago Communications LLC	PORTABLE RADIO REPAIR	01/12/2018	46641	70.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-40-00-54-0601	Chicago Communications LLC	PD RADIO REPAIR	01/31/2018	46727	167.00	
		Vendor Subtotal for Division:40			237.00	
01-40-00-54-0601	Motorola Solutions - STARCOM211	RADIO MAINTENANCE AGREEMENT	01/31/2018	46768	100.00	
		Vendor Subtotal for Division:40			100.00	
01-40-00-54-0602	Developmental Services Center	PD RANGE TARGETS	01/18/2018	46708	110.20	
		Vendor Subtotal for Division:40			110.20	
01-40-00-54-0603	TriTech Forensics Inc	EVIDENCE SUPPLIES	01/12/2018	46694	1,135.50	
		Vendor Subtotal for Division:40			1,135.50	
01-50-00-52-0400	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDOWN	01/31/2018	147	28,407.17	
		Vendor Subtotal for Division:50			28,407.17	
01-50-00-52-0420	Benistar/Hartford-6795	RETIREE INSURANCE PREMIUMS	01/31/2018	46723	1,474.20	
		Vendor Subtotal for Division:50			1,474.20	
01-50-00-52-0420	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDOWN	01/31/2018	147	39.90	
01-50-00-52-0420	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDOWN	01/31/2018	147	9,910.84	
		Vendor Subtotal for Division:50			9,950.74	
01-50-00-52-0425	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDOWN	01/31/2018	147	241.17	
		Vendor Subtotal for Division:50			241.17	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-50-00-53-0200	AT&T Wireless	AT&T CELLULAR TELEPHONE BI	01/12/2018	144	77.36	
		Vendor Subtotal for Division:50			77.36	
01-50-00-53-3100	Air One Equipment Inc	COMPRESSOR MAINTENANCE	01/31/2018	46718	622.00	
		Vendor Subtotal for Division:50			622.00	
01-50-00-53-3200	Certified Fleet Services Inc	REPLACED ALTERNATOR ON ENC	01/12/2018	0	1,184.87	
		Vendor Subtotal for Division:50			1,184.87	
01-50-00-53-3200	CJC Auto Parts & Tires	ENG 222 WIPER BLADES & SILIC	01/12/2018	46643	15.51	
		Vendor Subtotal for Division:50			15.51	
01-50-00-53-3600	Hastings Air-Energy Control Inc	FD STATION EXHAUST SYSTEM R	01/31/2018	46745	524.57	
		Vendor Subtotal for Division:50			524.57	
01-50-00-53-4100	Across The Street Productions	BLUE CARD TRAINING: ROSE/E I	01/31/2018	46715	1,155.00	
		Vendor Subtotal for Division:50			1,155.00	
01-50-00-53-4100	Card Services	SUPERVISORY TRAINING CLASS/	01/26/2018	46714	149.00	
		Vendor Subtotal for Division:50			149.00	
01-50-00-53-4100	IFCA Educational and Research Fou	OFFICER II CLASSES/J CARTER	01/31/2018	46749	700.00	
		Vendor Subtotal for Division:50			700.00	
01-50-00-53-4100	Illinois Fire Inspectors Association	IFIA CONFERENCE/K WILEY	01/12/2018	46668	325.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
Vendor Subtotal for Division:50					325.00	
01-50-00-53-4300	Card Services	EMS ANNUAL INSPECTION FEES/	01/26/2018	46714	1.18	
01-50-00-53-4300	Card Services	EMS ANNUAL INSPECTION FEES/	01/26/2018	46714	50.00	
Vendor Subtotal for Division:50					51.18	
01-50-00-53-4300	Metropolitan Fire Chiefs Assoc of IL	ANNUAL MEMBERSHIP DUES	01/31/2018	46762	40.00	
Vendor Subtotal for Division:50					40.00	
01-50-00-54-0300	VCG Uniform Ltd	COLLAR INSIGNIAS FOR CHIEF B	01/31/2018	46793	39.90	
Vendor Subtotal for Division:50					39.90	
01-50-00-54-0600	Air One Equipment Inc	FD SUPPLIES	01/31/2018	46718	328.50	
Vendor Subtotal for Division:50					328.50	
01-50-00-54-0600	W.C. Schauer Hardware	OIL FOR WATER HEATER	01/12/2018	46686	5.38	
Vendor Subtotal for Division:50					5.38	
01-50-00-54-0600	US Gas	OXYGEN CYLINDER RENTAL	01/12/2018	0	156.75	
Vendor Subtotal for Division:50					156.75	
01-50-00-54-0600	Warehouse Direct Inc	FD JANITORIAL SUPPLIES	01/31/2018	46796	302.39	
01-50-00-54-0600	Warehouse Direct Inc	GARBAGE BAGS FOR FD	01/31/2018	46796	34.56	
Vendor Subtotal for Division:50					336.95	
01-60-01-52-0400	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	01/31/2018	147	4,542.52	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Division:60			4,542.52	
01-60-01-52-0400	MOE Funds	P/W EMPLOYEE HEALTH INS/MAI	01/31/2018	46764	6,232.90	
		Vendor Subtotal for Division:60			6,232.90	
01-60-01-52-0420	Benistar/Hartford-6795	RETIREE INSURANCE PREMIUMS	01/31/2018	46723	1,599.57	
		Vendor Subtotal for Division:60			1,599.57	
01-60-01-52-0420	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	01/31/2018	147	5.70	
01-60-01-52-0420	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	01/31/2018	147	1,929.48	
		Vendor Subtotal for Division:60			1,935.18	
01-60-01-52-0420	Midwest Operating Eng-Pension Tru	P/W RETIREE HEALTH INS/MAR 2	01/31/2018	46763	971.00	
		Vendor Subtotal for Division:60			971.00	
01-60-01-52-0425	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	01/31/2018	147	84.07	
		Vendor Subtotal for Division:60			84.07	
01-60-01-53-0200	Verizon Financial Services LLC	DATA SERVICE FOR TABLETS & M	01/12/2018	0	47.28	
01-60-01-53-0200	Verizon Financial Services LLC	DATA FOR MESSAGE BOARD	01/31/2018	0	18.02	
		Vendor Subtotal for Division:60			65.30	
01-60-01-53-0380	Gingerich, Gereaux & Associates	THOMAS/BONNIE BRAE ALLEY S	01/12/2018	46661	4,200.00	
		Vendor Subtotal for Division:60			4,200.00	



Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-60-01-53-0410	Environmental Systems Research Inc	ANNUAL MAINTENANCE - G.I.S. I	01/31/2018	46740	700.00	
		Vendor Subtotal for Division:60			700.00	
01-60-01-53-0410	MGP Inc	GIS CONSORTIUM STAFFING SER	01/12/2018	0	1,664.19	
01-60-01-53-0410	MGP Inc	GIS CONSORTIUM STAFFING SER	01/31/2018	0	1,664.17	
		Vendor Subtotal for Division:60			3,328.36	
01-60-01-53-1310	JULIE Inc	2018 ANNUAL ASSESSMENT	01/31/2018	46756	994.50	
		Vendor Subtotal for Division:60			994.50	
01-60-01-53-3100	Bristol Hose & Fitting Inc	PRESSURE WASHER PART	01/31/2018	0	11.18	
		Vendor Subtotal for Division:60			11.18	
01-60-01-53-3100	Commercial Tire Service Inc	ASPHALT KETTLE TIRES	01/12/2018	46646	271.10	
		Vendor Subtotal for Division:60			271.10	
01-60-01-53-3100	Standard Industrial & Auto Equip Inc	SERVICE/REPAIRS TO PRESSURE	01/12/2018	46688	770.56	
		Vendor Subtotal for Division:60			770.56	
01-60-01-53-3200	Bristol Hose & Fitting Inc	HYDRAULIC HOSE REPAIR PW #4	01/12/2018	0	148.35	
01-60-01-53-3200	Bristol Hose & Fitting Inc	HYDRAULIC HOSE REPAIR PW #4	01/12/2018	0	113.45	
		Vendor Subtotal for Division:60			261.80	
01-60-01-53-3200	D & K Truck Safety Lane LLC	ANNUAL SAFETY STICKER/INSPE	01/12/2018	46649	104.00	
		Vendor Subtotal for Division:60			104.00	
01-60-01-53-3200	MyFleetCenter.com	OIL CHANGE PW #49	01/12/2018	46676	80.95	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Division:60			80.95	
01-60-01-53-3200	Secretary of State	TITLE & PLATES FOR NEW DUMP	01/31/2018	46781	103.00	
		Vendor Subtotal for Division:60			103.00	
01-60-01-53-3200	Wigit's Truck Center	MAINTENANCE ON PW #33	01/12/2018	46700	395.88	
01-60-01-53-3200	Wigit's Truck Center	REPAIRS ON PW #44	01/12/2018	46700	2,624.85	
		Vendor Subtotal for Division:60			3,020.73	
01-60-01-53-3400	Lyons & Pinner Electric Companies	REPAIR FLICKERING LIGHT AT 83	01/31/2018	0	161.00	
01-60-01-53-3400	Lyons & Pinner Electric Companies	REPAIR LIGHT OUT AT ALLEY OF	01/31/2018	0	292.00	
		Vendor Subtotal for Division:60			453.00	
01-60-01-53-3550	Davis Tree Care Inc	CONTRACT TREE TRIMMING (119	01/12/2018	46651	5,436.00	
01-60-01-53-3550	Davis Tree Care Inc	CONTRACT TREE TRIMMING (96 '	01/12/2018	46651	4,179.00	
		Vendor Subtotal for Division:60			9,615.00	
01-60-01-53-3600	Alternative Energy Solutions Ltd	EMERGENCY GENERATOR INSPE	01/12/2018	46629	250.00	
01-60-01-53-3600	Alternative Energy Solutions Ltd	REMOVE/REPLACE MAIN LINE C	01/12/2018	46629	1,638.00	
		Vendor Subtotal for Division:60			1,888.00	
01-60-01-53-3600	Anderson Elevator Co	QUARTERLY ELEVATOR MAINTEN	01/12/2018	46632	620.00	
		Vendor Subtotal for Division:60			620.00	
01-60-01-53-3600	Carrot-Top Industries	HOLIDAY BANNER BRACKETS	01/31/2018	46726	160.40	
		Vendor Subtotal for Division:60			160.40	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-60-01-53-3600	W.W. Grainger Inc	BATHROOM PAPER TOWEL DISPE	01/12/2018	46663	35.45	
		Vendor Subtotal for Division:60			35.45	
01-60-01-53-3600	Village of Forest Park	CONTRACTUAL LANDSCAPING R	01/31/2018	46794	2,864.00	
		Vendor Subtotal for Division:60			2,864.00	
01-60-01-53-3600	Wet USA Inc	VILLAGE HALL HOT WATER LOO	01/31/2018	46798	318.11	
		Vendor Subtotal for Division:60			318.11	
01-60-01-53-3620	Schroeder Asphalt Services Inc	2017 STREET PATCHING PROJECT	01/31/2018	46779	6,427.49	
		Vendor Subtotal for Division:60			6,427.49	
01-60-01-53-4250	Card Services	REGISTRATION FOR iLANDSCAPI	01/26/2018	46714	50.00	
01-60-01-53-4250	Card Services	REGISTRATION FOR iLANDSCAPI	01/26/2018	46714	150.00	
01-60-01-53-4250	Card Services	REGISTRATION FOR iLANDSCAPI	01/26/2018	46714	25.00	
		Vendor Subtotal for Division:60			225.00	
01-60-01-53-4300	Illinois Dept of Agriculture	PESTICIDE LICENSE RENEWAL/M	01/12/2018	46667	20.00	
		Vendor Subtotal for Division:60			20.00	
01-60-01-53-4300	International Society of Arboricultur	ISA MEMBERSHIP RENEWAL/M T	01/12/2018	46669	180.00	
01-60-01-53-4300	International Society of Arboricultur	ISA MEMBERSHIP RENEWAL/H FI	01/31/2018	46752	180.00	
		Vendor Subtotal for Division:60			360.00	
01-60-01-53-4300	Josh Schwarz	REIMB PESTICIDE TRAINING & C	01/31/2018	46780	50.00	
		Vendor Subtotal for Division:60			50.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-60-01-53-4300	Brian Skoczek	REIMB PESTICIDE TRAINING & T	01/12/2018	46687	50.00	
		Vendor Subtotal for Division:60			50.00	
01-60-01-53-4400	Elmhurst Occupational Health	MEDICAL/SCREENING PUBLIC W	01/31/2018	46739	850.00	
		Vendor Subtotal for Division:60			850.00	
01-60-01-53-5300	UPS	QUICK ALLEY CORRESPONDENC	01/12/2018	46696	6.26	
01-60-01-53-5300	UPS	MAILING TO MWRD	01/12/2018	46696	6.37	
01-60-01-53-5300	UPS	PERMIT SUBMITTALS	01/31/2018	46791	12.06	
		Vendor Subtotal for Division:60			24.69	
01-60-01-53-5350	American Recycling & Disposal LLC	MATERIAL FROM PW GARAGE &	01/31/2018	46720	376.25	
		Vendor Subtotal for Division:60			376.25	
01-60-01-53-5450	ComEd	MADISON ST LIGHTING	01/31/2018	46730	173.88	
		Vendor Subtotal for Division:60			173.88	
01-60-01-53-5450	Constellation NewEnergy Inc	ELECTRICITY FOR STREET LIGH	01/31/2018	46733	3,666.52	
		Vendor Subtotal for Division:60			3,666.52	
01-60-01-54-0100	Datasource Ink	TONER FOR PW NEW PRINTER	01/12/2018	46650	320.00	
		Vendor Subtotal for Division:60			320.00	
01-60-01-54-0200	Avalon Petroleum Company	GASOLINE AND/OR DIESEL FUEL	01/12/2018	46634	6,514.20	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Division:60			6,514.20	
01-60-01-54-0310	Core & Main LP	GLOVES	01/31/2018	46735	40.00	
		Vendor Subtotal for Division:60			40.00	
01-60-01-54-0310	Josh Schwarz	REIMB UNIFORM ALLOWANCE	01/31/2018	46780	118.52	
		Vendor Subtotal for Division:60			118.52	
01-60-01-54-0500	Regional Truck Equipment Co	SNOW PLOW PARTS	01/12/2018	46684	211.62	
		Vendor Subtotal for Division:60			211.62	
01-60-01-54-0500	Wholesale Direct Inc	SPREADER LIGHT FOR SALT TRU	01/31/2018	46799	57.98	
		Vendor Subtotal for Division:60			57.98	
01-60-01-54-0600	Fastenal Company	GARAGE DOOR MIRROR/HEAT SH	01/12/2018	46655	66.15	
01-60-01-54-0600	Fastenal Company	NUTS, BOLTS & FASTENERS	01/12/2018	46655	12.43	
01-60-01-54-0600	Fastenal Company	MISC PW SUPPLIES	01/12/2018	46655	99.31	
01-60-01-54-0600	Fastenal Company	MISC PW SUPPLIES	01/12/2018	46655	82.72	
		Vendor Subtotal for Division:60			260.61	
01-60-01-54-0600	W.W. Grainger Inc	ICE MACHINE CLEANER	01/12/2018	46663	22.57	
		Vendor Subtotal for Division:60			22.57	
01-60-01-54-0600	Healy Asphalt Company LLC	COLD PATCH FOR POTHOLE REPA	01/12/2018	46665	442.78	
		Vendor Subtotal for Division:60			442.78	
01-60-01-54-0600	Keller-Heartt Oil Co Inc	HYDRAULIC OIL	01/31/2018	0	318.90	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
Vendor Subtotal for Division:60					318.90	
01-60-01-54-0600	Menards	MISC PW SUPPLIES	01/12/2018	46674	33.03	
01-60-01-54-0600	Menards	TOOL BOX AND TOOLS	01/31/2018	46760	375.32	
01-60-01-54-0600	Menards	BOARDS & FASTENERS FOR PW	01/31/2018	46760	93.81	
Vendor Subtotal for Division:60					502.16	
01-60-01-54-0600	Roberta Signs	"NO PARKING" SIGNS	01/12/2018	46685	400.00	
Vendor Subtotal for Division:60					400.00	
01-60-01-54-0600	W.C. Schauer Hardware	WHITE TAPE	01/12/2018	46686	4.49	
01-60-01-54-0600	W.C. Schauer Hardware	CREDIT RETURNED PROPANE CY	01/12/2018	46686	-3.59	
01-60-01-54-0600	W.C. Schauer Hardware	PROPANE CYLINDER	01/12/2018	46686	3.59	
Vendor Subtotal for Division:60					4.49	
01-60-01-54-0600	T.A.P. Company	COUNTER WEIGHTED FLAPGATE	01/31/2018	46786	590.00	
Vendor Subtotal for Division:60					590.00	
01-60-01-54-0600	Traffic Control Corporation	SIGN (PEDESTRIAN BUTTON)	01/12/2018	46693	200.00	
Vendor Subtotal for Division:60					200.00	
01-60-01-54-2100	Morton Salt Inc	PURCHASE OF ROAD SALT	01/31/2018	46767	5,438.41	
01-60-01-54-2100	Morton Salt Inc	PURCHASE OF ROAD SALT	01/31/2018	46767	3,016.98	
Vendor Subtotal for Division:60					8,455.39	
01-60-05-53-5500	Roy Strom Refuse Removal Inc	REFUSE REMOVAL PER CONTRAC	01/18/2018	0	85,822.08	
Vendor Subtotal for Division:60					85,822.08	



Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
01-60-05-53-5510	Roy Strom Refuse Removal Inc	LEAF DISPOSAL	01/18/2018	0	1,334.24	
		Vendor Subtotal for Division:60			1,334.24	
		Subtotal for Fund: 01			691,054.05	
02-00-00-16-0015	IRMA	LIABILITY INSURANCE	01/31/2018	46754	36,752.00	
		Vendor Subtotal for Division:00			36,752.00	
02-00-00-21-0000	David & Pilar Blaber	Refund Check	Uncommitted	46637	92.65	
		Vendor Subtotal for Division:00			92.65	
02-00-00-21-0000	Timothy Dietrich	Refund Check	Uncommitted	46652	175.05	
		Vendor Subtotal for Division:00			175.05	
02-00-00-21-0000	Community Bank OPRF	Refund Check	Uncommitted	46732	9.88	
		Vendor Subtotal for Division:00			9.88	
02-00-00-21-0027	JNM Construction	REFUND BALANCE OF HYDRANT	01/12/2018	46671	1,000.00	
		Vendor Subtotal for Division:00			1,000.00	
02-00-00-21-0050	International Union of Operating En	PR Batch 00031.01.2018 Public Work:	01/31/2018	5790	256.55	
02-00-00-21-0050	International Union of Operating En	PR Batch 00012.01.2018 Public Work:	01/12/2018	5790	241.31	
		Vendor Subtotal for Division:00			497.86	
02-00-00-21-0050	International Union of Operating En	PR Batch 00031.01.2018 Public Work:	01/31/2018	5791	50.11	
02-00-00-21-0050	International Union of Operating En	PR Batch 00012.01.2018 Public Work:	01/12/2018	5791	47.51	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Division:00			97.62	
02-00-00-21-0050	NCPERS Group Life Ins	SUPPLEMENTAL LIFE INS/FEB 20	01/31/2018	5795	16.39	
		Vendor Subtotal for Division:00			16.39	
02-00-00-31-3020	Margaret Niemczura	F/B RESTRICTED-SENIOR SEWER	01/18/2018	46711	5,775.00	
		Vendor Subtotal for Division:00			5,775.00	
02-00-00-43-3100	JNM Construction	REFUND BALANCE OF HYDRANT	01/12/2018	46671	-234.35	
02-00-00-43-3100	JNM Construction	REFUND BALANCE OF HYDRANT	01/12/2018	46671	100.00	
		Vendor Subtotal for Division:00			-134.35	
02-00-00-46-6580	Core & Main LP	NEW WATER METER/8113 LAKE S	01/12/2018	46647	198.00	
02-00-00-46-6580	Core & Main LP	NEW WATER METER/554 FOREST	01/12/2018	46647	543.00	
		Vendor Subtotal for Division:00			741.00	
02-60-06-52-0400	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	01/31/2018	147	7,038.88	
		Vendor Subtotal for Division:60			7,038.88	
02-60-06-52-0400	MOE Funds	P/W EMPLOYEE HEALTH INS/MAI	01/31/2018	46764	7,782.10	
		Vendor Subtotal for Division:60			7,782.10	
02-60-06-52-0420	Midwest Operating Eng-Pension Tru	P/W RETIREE HEALTH INS/MAR 2	01/31/2018	46763	696.00	
		Vendor Subtotal for Division:60			696.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
02-60-06-52-0425	Intergovernmental Personnel Benefit	HEALTH/LIFE/DENTAL BREAKDO	01/31/2018	147	179.28	
		Vendor Subtotal for Division:60			179.28	
02-60-06-53-0200	CALL ONE	MONTHLY PHONE SERVICE	01/26/2018	46713	438.68	
		Vendor Subtotal for Division:60			438.68	
02-60-06-53-0200	Comcast Cable	INTERNET FOR PUMP STATION	01/31/2018	46729	209.70	
		Vendor Subtotal for Division:60			209.70	
02-60-06-53-0200	Verizon Financial Services LLC	DATA SERVICE FOR TABLETS & M	01/12/2018	0	47.28	
		Vendor Subtotal for Division:60			47.28	
02-60-06-53-0380	Strand Associates Inc	WATER SYSTEM MODELING - PAY	01/31/2018	46782	5,569.58	
		Vendor Subtotal for Division:60			5,569.58	
02-60-06-53-0410	Accela Inc #774375	UB WEB PAYMENTS/DEC 2017	01/12/2018	0	569.00	
		Vendor Subtotal for Division:60			569.00	
02-60-06-53-0410	MGP Inc	GIS CONSORTIUM STAFFING SER	01/12/2018	0	1,664.18	
02-60-06-53-0410	MGP Inc	GIS CONSORTIUM STAFFING SER	01/31/2018	0	1,664.16	
		Vendor Subtotal for Division:60			3,328.34	
02-60-06-53-1310	JULIE Inc	2018 ANNUAL ASSESSMENT	01/31/2018	46756	994.50	
		Vendor Subtotal for Division:60			994.50	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
02-60-06-53-3050	American Recycling & Disposal LLC	DISPOSAL OF WATER DIG SPOILS	01/12/2018	46631	700.70	
		Vendor Subtotal for Division:60			700.70	
02-60-06-53-3050	Associated Technical Services Ltd	LEAK LOCATION SERVICES/CHIC	01/12/2018	46633	835.00	
		Vendor Subtotal for Division:60			835.00	
02-60-06-53-3050	Core & Main LP	WATER SERVICE REPAIR CLAMP	01/12/2018	46647	264.00	
02-60-06-53-3050	Core & Main LP	WATER MAIN REPAIR PARTS	01/12/2018	46647	250.10	
02-60-06-53-3050	Core & Main LP	PARTS FOR WATER MAIN REPAIR	01/12/2018	46647	905.00	
02-60-06-53-3050	Core & Main LP	WATER SERVICE REPAIR PARTS	01/31/2018	46735	267.00	
02-60-06-53-3050	Core & Main LP	PW PART FOR STOCK	01/31/2018	46735	132.00	
02-60-06-53-3050	Core & Main LP	TAPPING SLEEVE FOR PW STOCK	01/31/2018	46735	195.00	
02-60-06-53-3050	Core & Main LP	REPLACEMENT STOCK FROM 153	01/31/2018	46735	2,258.09	
		Vendor Subtotal for Division:60			4,271.19	
02-60-06-53-3050	H.J. Mohr & Sons Co	SUB BASE CEMENT FOR WATER M	01/12/2018	46675	552.50	
02-60-06-53-3050	H.J. Mohr & Sons Co	SUB BASE CEMENT FOR WATER M	01/12/2018	46675	873.00	
02-60-06-53-3050	H.J. Mohr & Sons Co	CONCRETE FOR WATER MAIN BR	01/31/2018	46765	552.50	
02-60-06-53-3050	H.J. Mohr & Sons Co	HYDRANT VALVE REPLACEMENT	01/31/2018	46765	442.00	
		Vendor Subtotal for Division:60			2,420.00	
02-60-06-53-3050	NG Plumbing Inc	REPLACE VILLAGE PORTION OF '	01/12/2018	46677	4,000.00	
02-60-06-53-3050	NG Plumbing Inc	REPLACE VILLAGE PORTION OF '	01/12/2018	46677	5,000.00	
		Vendor Subtotal for Division:60			9,000.00	
02-60-06-53-3050	O'Leary's Contractors Equipment & S	HEATER FOR WATER MAIN BREA	01/12/2018	0	180.00	
		Vendor Subtotal for Division:60			180.00	
02-60-06-53-3050	Suburban General Construction Inc	REPLACED BROKEN HYDRANT V	01/12/2018	0	4,520.00	
02-60-06-53-3050	Suburban General Construction Inc	REPAIRED BROKEN WATER MAIN	01/12/2018	0	5,640.00	
02-60-06-53-3050	Suburban General Construction Inc	REPAIRED BROKEN WATER MAIN	01/12/2018	0	5,746.66	
02-60-06-53-3050	Suburban General Construction Inc	EMERGENCY WATER REPAIR/302	01/31/2018	0	6,280.00	
02-60-06-53-3050	Suburban General Construction Inc	WATER REPAIR/1530 HARLEM	01/31/2018	0	4,520.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
Vendor Subtotal for Division:60					26,706.66	
02-60-06-53-3050	Vulcan Construction Materials LLC	ROCK FOR BACKFILL	01/12/2018	46698	352.49	
02-60-06-53-3050	Vulcan Construction Materials LLC	STONE BACKFILL FOR WATER M	01/31/2018	46795	617.73	
Vendor Subtotal for Division:60					970.22	
02-60-06-53-3200	Commercial Tire Service Inc	TIRE REPAIR ON STREET SWEEP	01/12/2018	46646	51.50	
02-60-06-53-3200	Commercial Tire Service Inc	TIRES FOR P/W #64	01/31/2018	46731	627.50	
Vendor Subtotal for Division:60					679.00	
02-60-06-53-3300	De Lage Landen Financial Svcs Inc	LEASING (3) COPIERS/PRINTERS	01/31/2018	46737	56.14	
Vendor Subtotal for Division:60					56.14	
02-60-06-53-3300	Regal Business Machines Inc	MAINTENANCE & COLOR COPIES	01/12/2018	46683	24.90	
02-60-06-53-3300	Regal Business Machines Inc	MAINTENANCE & COLOR COPIES	01/31/2018	46775	25.91	
Vendor Subtotal for Division:60					50.81	
02-60-06-53-3600	Alarm Detection Systems Inc	QTRLY CHARGES FOR ALARM SY	01/31/2018	46719	193.59	
Vendor Subtotal for Division:60					193.59	
02-60-06-53-3600	Card Services	PARTS FOR GENERATOR EXHAUS	01/26/2018	46714	355.69	
Vendor Subtotal for Division:60					355.69	
02-60-06-53-3600	Menards	INSULATION FOR PUMP STATION	01/12/2018	46674	132.63	
02-60-06-53-3600	Menards	PAINT & DOORBELL FOR PUMP S	01/12/2018	46674	71.62	
02-60-06-53-3600	Menards	SHELVING FOR PUMP STATION	01/31/2018	46760	159.22	
Vendor Subtotal for Division:60					363.47	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
02-60-06-53-3600	Nicor Gas Company	NATURAL GAS FOR PUMP STATIC	01/31/2018	46772	415.27	
		Vendor Subtotal for Division:60			415.27	
02-60-06-53-3600	Patten Industries Inc	CAP FOR GENERATOR EXHAUST	01/12/2018	0	149.35	
		Vendor Subtotal for Division:60			149.35	
02-60-06-53-3600	Suburban Welding & Steel LLC	MATERIAL FOR GENERATOR EXF	01/31/2018	46784	101.36	
		Vendor Subtotal for Division:60			101.36	
02-60-06-53-3630	William Flaherty	OVERHEAD SEWER REIMBURSE	01/31/2018	46741	1,625.00	
		Vendor Subtotal for Division:60			1,625.00	
02-60-06-53-3640	Kieft Brothers Inc	MANHOLE FRAME REPAIR	01/31/2018	46757	261.90	
		Vendor Subtotal for Division:60			261.90	
02-60-06-53-3640	Menards	SUPPLIES FOR MANHOLE FRAME	01/31/2018	46760	82.76	
		Vendor Subtotal for Division:60			82.76	
02-60-06-53-4300	Card Services	CPESC LICENSE RENEWAL/J LOS	01/26/2018	46714	141.00	
		Vendor Subtotal for Division:60			141.00	
02-60-06-53-4300	University of Illinois-PSEP	PESTICIDE TRAINING & CERTIFIC	01/31/2018	46790	50.00	
		Vendor Subtotal for Division:60			50.00	
02-60-06-53-4350	Third Millennium	POSTAGE & UTILITY BILL PRINTI	01/12/2018	46691	531.30	



Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
02-60-06-53-4350	Third Millennium	POSTAGE & UTILITY BILL PRINTI	01/31/2018	46787	327.45	
		Vendor Subtotal for Division:60			858.75	
02-60-06-53-4480	Suburban Laboratories Inc	WATER QUALITY TESTING	01/12/2018	46689	125.00	
02-60-06-53-4480	Suburban Laboratories Inc	WATER QUALITY TESTING	01/31/2018	46783	520.00	
		Vendor Subtotal for Division:60			645.00	
02-60-06-53-5350	American Recycling & Disposal LLC	DISPOSAL OF WATER DIG SPOILS	01/12/2018	46631	513.10	
02-60-06-53-5350	American Recycling & Disposal LLC	MATERIAL FROM PW GARAGE &	01/31/2018	46720	372.75	
02-60-06-53-5350	American Recycling & Disposal LLC	DEBRIS FROM MANHOLE FRAME	01/31/2018	46720	143.50	
		Vendor Subtotal for Division:60			1,029.35	
02-60-06-53-5400	Core & Main LP	REPAIR PARTS (ACCIDENT REPOF	01/12/2018	46647	902.41	
		Vendor Subtotal for Division:60			902.41	
02-60-06-53-5400	Pat Hugar	REIMB DAMAGES TO PLUMBING	01/31/2018	46747	276.50	
		Vendor Subtotal for Division:60			276.50	
02-60-06-53-5400	Pierangela Murphy	REIMB FOR DAMAGES DONE TO	01/31/2018	46769	262.75	
		Vendor Subtotal for Division:60			262.75	
02-60-06-53-5400	NG Plumbing Inc	HYDRANT REPLACED AT 944 LAT	01/12/2018	46677	4,800.00	
		Vendor Subtotal for Division:60			4,800.00	
02-60-06-53-5400	Trinity High School	REIMB NSMP DAMAGE REPAIR	01/31/2018	46789	937.10	
		Vendor Subtotal for Division:60			937.10	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
02-60-06-54-0100	Flash Printing Inc	FINAL WATER NOTICE DOOR HA	01/12/2018	46657	94.00	
		Vendor Subtotal for Division:60			94.00	
02-60-06-54-0500	Hawk Chrysler Dodge Jeep	FUEL TANK CAP FOR PW SPRINTI	01/31/2018	46746	14.00	
		Vendor Subtotal for Division:60			14.00	
02-60-06-54-0600	Core & Main LP	STOCK ITEM FOR WATER DEPT	01/12/2018	46647	168.00	
02-60-06-54-0600	Core & Main LP	MISC WATER MAIN SUPPLIES	01/12/2018	46647	387.40	
02-60-06-54-0600	Core & Main LP	WATER METER FOR STOCK	01/31/2018	46735	168.00	
02-60-06-54-0600	Core & Main LP	CREDIT MEMO FOR COUPLING (N	01/31/2018	46735	-182.13	
02-60-06-54-0600	Core & Main LP	COUPLING (NO LEAD) FOR P/W	01/31/2018	46735	182.13	
02-60-06-54-0600	Core & Main LP	WATER METER FOR STOCK	01/31/2018	46735	115.00	
		Vendor Subtotal for Division:60			838.40	
02-60-06-54-0600	Hawkins Inc	SODIUM HYPOCHLORITE	01/31/2018	0	303.63	
		Vendor Subtotal for Division:60			303.63	
02-60-06-54-0600	MacMillin Hydraulic Engineering	ROOT CUTTER MOTOR FOR SEW	01/12/2018	46673	664.75	
		Vendor Subtotal for Division:60			664.75	
02-60-06-54-0600	Menards	SUPPLIES FOR PUMP STATION CL	01/12/2018	46674	113.11	
02-60-06-54-0600	Menards	MISC PW SUPPLIES	01/12/2018	46674	48.84	
		Vendor Subtotal for Division:60			161.95	
02-60-06-54-0600	W.C. Schauer Hardware	LEAF BAGS & CAULK FOR PUMP	01/12/2018	46686	18.85	
02-60-06-54-0600	W.C. Schauer Hardware	ANCHOR KIT/SUPPLIES	01/31/2018	46778	26.98	
		Vendor Subtotal for Division:60			45.83	
02-60-06-54-0600	USABlueBook	WATER DEPT TOOLS	01/12/2018	46697	73.75	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
02-60-06-54-0600	USABlueBook	CREDIT MEMO ON INV #450307	01/12/2018	46697	-44.95	
02-60-06-54-0600	USABlueBook	PARTS FOR CHLORINATION EQUI	01/12/2018	46697	84.77	
02-60-06-54-0600	USABlueBook	PARTS FOR WATER SERVICE REP	01/12/2018	46697	44.95	
02-60-06-54-0600	USABlueBook	SODIUM HYPOCHLORITE RESIST	01/31/2018	46792	62.74	
Vendor Subtotal for Division:60					221.26	
02-60-06-54-1300	Third Millennium	POSTAGE & UTILITY BILL PRINTI	01/12/2018	46691	18.25	
02-60-06-54-1300	Third Millennium	POSTAGE & UTILITY BILL PRINTI	01/31/2018	46787	95.64	
Vendor Subtotal for Division:60					113.89	
02-60-06-54-2200	City of Chicago	PURCHASE OF WATER	01/18/2018	46704	48,380.64	
02-60-06-54-2200	City of Chicago	PURCHASE OF WATER	01/18/2018	46704	46,347.84	
Vendor Subtotal for Division:60					94,728.48	
02-60-06-55-0500	Ferguson Industries Inc	PURCHASE OF WINDOWS FOR PL	01/12/2018	46656	1,059.12	
02-60-06-55-0500	Ferguson Industries Inc	PURCHASE OF WINDOWS FOR PL	01/12/2018	46656	4,351.65	
Vendor Subtotal for Division:60					5,410.77	
02-60-06-55-0500	Garland/DBS Inc	PUMP STN ROOF REPLACE & PW	01/12/2018	46659	20,000.00	
Vendor Subtotal for Division:60					20,000.00	
02-60-06-55-0500	Windy City Heating & Cooling Inc	NEW HVAC SYSTEM INSTALLED	01/12/2018	46701	34,200.00	
Vendor Subtotal for Division:60					34,200.00	
02-60-06-55-1300	Unique Plumbing Company	WATER MAIN IMPROVEMENT PR	01/12/2018	46695	122,126.31	
Vendor Subtotal for Division:60					122,126.31	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
Subtotal for Fund: 02					410,120.68	
03-00-00-53-0390	Bollinger, Lach & Associates Inc	CHICAGO AVE RESURFACING (DI	01/31/2018	46724	1,453.01	
Vendor Subtotal for Division:00					1,453.01	
Subtotal for Fund: 03					1,453.01	
13-00-00-55-8700	CAMZ Communications Inc	UPFITTING FOR NEW TACTICAL S	01/12/2018	46639	2,830.00	
Vendor Subtotal for Division:00					2,830.00	
13-00-00-55-8700	Fleet Safety Supply	EQUIPMENT FOR NEW SQUAD #1	01/12/2018	46658	4,343.65	
13-00-00-55-8700	Fleet Safety Supply	EQUIPMENT FOR PD VEHICLE #1	01/31/2018	46743	221.46	
Vendor Subtotal for Division:00					4,565.11	
13-00-00-55-8700	Napleton Fleet Group	2018 DODGE CHARGER (TACTICA	01/31/2018	46770	23,667.00	
Vendor Subtotal for Division:00					23,667.00	
13-00-00-55-8700	Ogden Auto Glass & Tinting	WINDOW TINT FOR POLICE SQUA	01/12/2018	46681	150.00	
Vendor Subtotal for Division:00					150.00	
13-00-00-55-8720	ClientFirst Consulting Group LLC	FY18 CIP - PD SMALL PROJECTS	01/31/2018	0	132.50	
13-00-00-55-8720	ClientFirst Consulting Group LLC	FY18 CIP CAMERA REFRESH PRO.	01/31/2018	0	1,762.50	
13-00-00-55-8720	ClientFirst Consulting Group LLC	FY18 PD VIDEO SURVEILLANCE U	01/31/2018	0	230.00	
Vendor Subtotal for Division:00					2,125.00	
13-00-00-55-8925	Monroe Truck Equipment Inc	ADDITIONAL SPREADER FOR DU	01/31/2018	46766	18,445.00	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal for Division:00			18,445.00	
		Subtotal for Fund: 13			51,782.11	
14-00-00-55-0500	Commercial Carpet & Floor Coverin	CARPET FOR DETECTIVE OFFICE	01/12/2018	46645	2,382.16	
		Vendor Subtotal for Division:00			2,382.16	
14-00-00-55-0500	Garland/DBS Inc	PUMP STN ROOF REPLACE & PW	01/12/2018	46659	68,704.00	
		Vendor Subtotal for Division:00			68,704.00	
14-00-00-55-8620	ClientFirst Consulting Group LLC	FY18 CIP - NETWORK SERVICE IM	01/31/2018	0	1,725.00	
14-00-00-55-8620	ClientFirst Consulting Group LLC	FY18 CIP - PC REPLACEMENT	01/31/2018	0	882.50	
14-00-00-55-8620	ClientFirst Consulting Group LLC	SPRINGBROOK UPGRADE	01/31/2018	0	472.50	
14-00-00-55-8620	ClientFirst Consulting Group LLC	FY18 CIP - BACKUP EXPANSION	01/31/2018	0	5,895.00	
14-00-00-55-8620	ClientFirst Consulting Group LLC	FY18 CIP - DISASTER RECOVERY	01/31/2018	0	230.00	
14-00-00-55-8620	ClientFirst Consulting Group LLC	FY18 CIP - FIBER PROJECT	01/31/2018	0	230.00	
14-00-00-55-8620	ClientFirst Consulting Group LLC	IT SUPPORT GENERAL FY18	01/31/2018	0	448.75	
		Vendor Subtotal for Division:00			9,883.75	
		Subtotal for Fund: 14			80,969.91	
		Report Total:			1,235,379.76	



## MEMORANDUM

Date: March 12, 2018

To: Catherine Adduci, Village President  
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Village Administrator's Report

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

Tuesday, March 13	7:00 pm	Sustainability Commission Meeting
Thursday, March 15	7:30 pm	Development Review Board Meeting
Monday, March 19	7:00 pm	Plan Commission Meeting (2 <sup>nd</sup> Floor Conference Room)
Wednesday, March 21	7:30 pm	Traffic & Safety Commission Meeting
Thursday, March 22	7:00 pm	Historic Preservation Commission Meeting
Monday, April 9	7:00 pm	Village Board of Trustees Meeting

Please note : The EDC is working to schedule a meeting in March or early April to meet with the developer at Chicago and Harlem. At the time the packet was finalized, a date had yet to be set.

**\*\*Election Day is Tuesday, March 20<sup>th</sup> \*\***

### 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
Benestar/Hartford	\$10,500	Retiree Insurance Premiums March 2018
ClientFirst Consulting Group	\$11,624	IT Support
Klein, Thorpe and Jenkins, Ltd	\$12,647	Village Attorney
MOE Funds	\$14,015	PW Employee Health Insurance April 2018

No new Business Licenses Issued

Thank you.





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

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## MEMORANDUM

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Date: March 6, 2018

To: Eric Palm, Village Administrator

From: Lisa Scheiner, Assistant Village Administrator

Subj: Planned Development Amendment Application #18-01: 1101-1107 Bonnie Brae Place Condominiums

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### **Issue**

The Development Review Board held a public hearing on February 15, 2018 to consider a request for a major amendment to the approved Planned Development Ordinance at 1101-1107 Bonnie Brae Place. The Development Review Board voted 7-0 in favor of recommending that the Village Board of Trustees approved the requested amendment.

### **Analysis**

The Village Board of Trustees approved Ordinance 3628 on November 28, 2016, which granted a planned development permit for the construction of a 15-unit condominium development at 1101 Bonnie Brae Place and the de-conversion of an existing six-unit apartment building into three condominiums at 1111 Bonnie Brae Place.

Bonnie Brae Construction LLC, which is the owner and developer of the approved 15-unit condominium development at 1101 Bonnie Brae Place (The Avalon), is seeking an amendment to allow the building to encroach into the required setbacks. In some cases, these encroachments were not previously requested and in other cases the encroachment that is now sought is greater than what was granted when the Planned Development was approved. The elements that would encroach into the setback include various canopies, exhaust wells and architectural features. The additional encroachments were identified once the developer submitted a building permit application and construction drawings.

Section 10-19-8(B) of the River Forest Zoning Code states that no a change to a planned development is not minor if it increases the footprint of the building or if it amends the final governing agreements, provisions or covenants, or provides any other change inconsistent with any standard or condition imposed by the board of trustees in approving

the planned development permit. Ordinance 3628 contains the following condition of approval: "The architectural elements above the first floor of the fifteen (15) unit condominium building shall not encroach into the allowed setbacks by more than twelve (12) inches, except as authorized by the Village's Building Code and Zoning Ordinance."

The site development allowances (relief from the zoning requirements) that are sought through this major amendment are as follows:

	<b>Zoning Ordinance</b>	<b>Site Development Allowance (SDA) Granted</b>	<b>SDA Requested</b>
Front Setback	20'	None at the time of approval as building setback was 20' and complied with the Zoning Ordinance	12' setback to allow encroachment of canopy and exhaust wells by 8'
Side (North) Setback	3'	None at the time of approval as building setback was 3'8" and complied with the Zoning Ordinance	1'8" setback to allow Canopy encroachment by 1'4" into the required setback
Corner Front (South) Setback	25'	The Village granted an allowance to permit a 6'8" setback	6'4" setback for building 5'2" setback for architectural elements above 1 <sup>st</sup> floor and for decorative pilasters

In accordance with the Planned Development process articulated in the Municipal Code, the following have occurred:

<u>Task</u>	<u>Date</u>
Legal Notice in Wednesday Journal	January 31, 2018
Notice of Public Hearing Mailed by Applicant	January 31, 2018
Public Hearing Signage Posted at Site	January 31, 2018
Public Hearing Held	February 15, 2018
Notice of Village Board Consideration	March 2, 2018

At the February 15, 2018 Public Hearing the Development Review Board considered the requested and voted unanimously to recommend that the Village Board of Trustees approved the requested major amendment. Please note that this action would not modify the amended construction commencement timeline that was approved by the Village Board of Trustees in January, 2018.

### **Action Required**

If the Board wishes to approve an Ordinance granting the Planned Development Permit for application #18-01 as recommended by the Development Review Board, the following motion would be appropriate:

Motion to approve an Ordinance Granting a Major Amendment to Planned Development Permit - Front, Side and Corner Front Setbacks (1101-1107 Bonnie Brae Place).

**Documents Attached**

1. Ordinance Granting a Major Amendment
2. Major Amendment Application
3. Findings of Fact
4. Minutes of the February 15, 2018 Development Review Board Meeting

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE GRANTING AN AMENDMENT TO A PLANNED DEVELOPMENT PERMIT  
- FRONT, SIDE AND CORNER FRONT SETBACKS (1101-1107 BONNIE BRAE PLACE)**

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**WHEREAS**, on February 15, 2018, Bonnie Brae Construction, LLC (the “Applicant”) submitted an application (“Application”) requesting the Village of River Forest (“Village”) grant an amendment to the planned development permit granted by the Village in Ordinance 3628 on November 28, 2016, allowing Applicant to encroach into the front, side and corner front setbacks for the 15-unit condominium building to be constructed at 1101-1107 Bonnie Brae Place, River Forest Illinois, (“Property”); and

**WHEREAS**, a copy of the Application, as amended by the Applicant during the public hearing process, is attached hereto as **Exhibit A**; and

**WHEREAS**, the Application was filed with the Village, was referred to the Development Review Board of the Village for a public hearing, and was processed in accordance with the Village’s Zoning Ordinance, as amended from time to time; and

**WHEREAS**, public notice in the form required by law given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said hearing in the *Wednesday Journal*, a newspaper of general circulation in this Village, there being no newspaper published in this Village, and public notice was given of said public hearing by mail as required by the Village’s Zoning Ordinance; and

**WHEREAS**, the Development Review Board of the Village held the public hearing on the Application on February 16, 2018, on whether to make a recommendation that the Application be granted, during which hearing all persons present were afforded an opportunity to be heard orally and in writing; and

**WHEREAS**, the Development Review Board recommended approval of the Application on February 15, 2018, by a vote of 7-0, and approved written findings of fact and a recommendation regarding the Application on February 15, 2018, by a vote of 7-0 (“Findings and Recommendation”), a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

**WHEREAS**, the Findings and Recommendation was forwarded to the President of the Board of Trustees of the Village (“Corporate Authorities”), and the Corporate Authorities have duly considered said Findings and Recommendation, along with the testimony and exhibits put before the Development Review Board during the public hearing on the Application;

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

**SECTION 1:** That the Application is in the public good and in the best interest of the Village and its residents, and the Application is consistent with and fosters the purpose and spirit of the Village's Zoning Ordinance, and the Application is also in accordance with the provisions of the comprehensive land use plan of the Village.

**SECTION 2:** That the Application is granted, and the requested amendment to the planned development permit for the Property is granted.

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

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

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** by me this 12<sup>th</sup> day of March, 2018.

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Catherine Adduci, Village President

ATTEST:

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Kathleen Brand-White, Village Clerk

The Applicant acknowledges hereby the reasonableness of the above and foregoing terms and conditions of the Ordinance, and hereby accepts the same.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Bonnie Brae Construction, LLC

**EXHIBIT A**





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

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## MEMORANDUM

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Date: February 8, 2018

To: Chairman Frank Martin and Members of the Development Review Board

From: Lisa Scheiner, Assistant Village Administrator

Subj: Request for Major Amendment - 1101 Bonnie Brae Place

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The Development Review Board (DRB) is scheduled to hold a public hearing on Thursday, February 15, 2018 at to consider an application for a major amendment to the approved Planned Development Ordinance at 1101 Bonnie Brae Place.

The Village Board of Trustees approved Ordinance 3628 on November 28, 2016, which granted a planned development permit for the construction of a 15-unit condominium development at 1101 Bonne Brae Place and the de-conversion of an existing six-unit apartment building into three condominiums at 1111 Bonnie Brae Place.

Bonnie Brae Construction LLC, which is the owner and developer of the approved 15-unit condominium development at 1101 Bonnie Brae Place (The Avalon), is seeking the amendment to allow encroachment into the setbacks that was not previously requested and to allow greater encroachment into the setbacks than what was previously granted. The elements that would encroach into the setback include various canopies, exhaust wells and architectural features. This issue was identified once the developer submitted a building permit application and construction drawings.

In accordance with the Planned Development process articulated in the Municipal Code, the following have occurred:

<u>Task</u>	<u>Date</u>
Legal Notice in Wednesday Journal	January 31, 2018
Notice of Public Hearing Mailed by Applicant	January 31, 2018
Public Hearing Signage Posted at Site	January 31, 2018

Section 10-19-8(B) of the River Forest Zoning Code states that no a change to a planned development is not minor if it increases the footprint of the building or if it amends the final governing agreements, provisions or covenants, or provides any other change inconsistent

with any standard or condition imposed by the board of trustees in approving the planned development permit. Ordinance 3628 contains the following condition of approval: “The architectural elements above the first floor of the fifteen (15) unit condominium building shall not encroach into the allowed setbacks by more than twelve (12) inches, except as authorized by the Village’s Building Code and Zoning Ordinance.”

	<b>Zoning Ordinance</b>	<b>SDA Granted</b>	<b>SDA Requested</b>
Front Setback	20’	None at the time of approval as building setback was 20’ and complied with the Zoning Ordinance	12’ setback to allow encroachment of canopy and exhaust wells by 8’
Side (North) Setback	3’	None at the time of approval as building setback was 3’8” and complied with the Zoning Ordinance	1’8” setback to allow canopy encroachment by 1’4” into the required setback
Corner Front (South) Setback	25’	The Village granted an allowance to permit a 6’8” setback	6’4” setback for building 5’2” setback for architectural elements above 1 <sup>st</sup> floor and for decorative pilasters

## **Village Staff & Consultant Reviews**

### *Staff Reviews*

Village staff reviewed the proposed amendments to the major amendment application and the attached memorandum concludes that the proposed amendment is not expected to have an impact on any operating department or its ability to deliver services.

### *Consultant Review – Planning*

Houseal Lavigne and Associates are reviewing this matter and a memo will be distributed to members of the Development Review Board prior to the public hearing.

### *Consultant Review – Traffic*

The proposed changes are not expected to have any impact on the traffic flow or vehicle access to the site so no traffic study has been required of the applicant.

### **Standards of Review**

There are 15 standards of review for the DRB to consider in reviewing the proposed project. The standards are listed in Section 10-9-3 of the PD Ordinance, which is attached for your reference.

### **Next Steps**

The DRB shall make specific written findings of fact addressing each of the planned Development standards of review. Following a vote by the DRB, the application will be presented to the Village Board according to the following *tentative* schedule:

<u>Task</u>	<u>Date</u>
DRB Meeting – Findings of Fact	2/15/18
Notice of Village Board Meeting Mailed by applicant	2/23/18
Village Board Review	3/12/18

### **Documents Attached**

1. Planned Development Ordinance 3628
2. Memorandum from Village Staff regarding impact of Requested Amendment
3. Public Hearing Notice
4. Standards for Review
5. Major Amendment Application

**ORDINANCE NO. 3628**

**AN ORDINANCE GRANTING A PLANNED  
DEVELOPMENT PERMIT FOR 1101-1111 BONNIE BRAE PLACE**

**WHEREAS**, Bonnie Brae Construction, LLC (the "Applicant") submitted an application, which was subsequently amended twice during the public hearing process (the "Application"), requesting that the Village of River Forest ("Village") grant a planned development permit allowing it to construct a multi-unit condominium building and associated parking garage, and to convert an existing six-unit apartment building to a three-unit condominium building (the "Project") at 1101-1111 Bonnie Brae Place, River Forest, Illinois ("Property"); and

**WHEREAS**, a copy of the Application, as amended by the Applicant during the public hearing process, is attached hereto as **Exhibit A** and made a part hereof; and

**WHEREAS**, the Application was filed with the Village, was referred to the Development Review Board of this Village for a public hearing, and was processed in accordance with the Village's Zoning Ordinance, as amended from time to time; and

**WHEREAS**, public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said hearing in the *Wednesday Journal*, a newspaper of general circulation in this Village, there being no newspaper published in this Village; and

**WHEREAS**, the Development Review Board of this Village held and continued the public hearing on the Application on July 21, 2016, September 15, 2016, and October 20, 2016, on whether to make a recommendation that the Application, as amended by the Applicant, be granted, during which hearing all persons present were afforded an opportunity to be heard orally and in writing; and

**WHEREAS**, following the conclusion of the public hearing, the Development Review Board recommended approval of the Application, as amended by the Applicant, with certain conditions, by a vote of 6-0. The Development Review Board has since approved its Findings and Recommendation ("Findings and Recommendation") in this matter, a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

**WHEREAS**, the Findings and Recommendation was forwarded to the President and Board of Trustees of the Village ("Corporate Authorities"), and the Corporate Authorities have duly considered said Findings and Recommendation, along with the testimony and exhibits put before the Development Review Board during the public hearing on the Application.

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

**SECTION 1:** That the Application, as amended by the Applicant, and including the site development allowances set forth in the Findings and Recommendation, and subject to the conditions set forth in Section 3 below, is in the public good and in the best interest of the Village and its residents, and the Application, as amended by the Applicant, is consistent with and fosters the purposes and spirit of the Village's Zoning Ordinance, and is also in accordance with the provisions of the comprehensive land use plan of the Village.

**SECTION 2:** That the Application, as amended by the Applicant, and including the site development allowances as stated in the Findings and Recommendation, and subject to the conditions set forth in Section 3 below, is granted.

**SECTION 3:** That the Application meets the standards set forth in Section 10-19-3 of the Zoning Ordinance of the Village of River Forest, provided that the following conditions are met:

- 1) The Project shall be built and maintained in conformity with the Site Plan and other documents submitted to the Village as the Amended Application on October 5, 2016 (the "Site Plan").
- 2) Removal and replacement by the Petitioner, at Petitioner's sole cost and expense, of the full width of the existing alley to the east of the Property (including the asphalt pavement and depressed curb and gutter on both sides) for the full width of the Property. The Site Plan shall be revised as necessary, and subsequent plans shall reflect, the replacement of the alley.
- 3) Removal and replacement by the Petitioner, at Petitioner's sole cost and expense, of the existing sidewalk along the Thomas Street and Bonnie Brae parkways for the full width/length of the Property. The Site Plan shall be revised as necessary, and subsequent plans shall reflect, the replacement of the sidewalk.
- 4) The Petitioner shall provide a cost estimate for the alley and sidewalk replacements required by Conditions 2 and 3 above.
- 5) The Petitioner shall provide stormwater detention in conformance with Village Code and Zoning Ordinance requirements, and provide stormwater calculations and detailed plan information sufficient for staff to verify the necessary sizing of the detention facility prior to the issuance of any building permits for the Project.
- 6) The Petitioner shall provide an easement in favor of the Village or its designee for the area containing the stormwater detention facility, with language and locations approved by Village staff.
- 7) The Parapets and other architectural elements at the top of the Fifteen (15) Unit Condominium Building may exceed the maximum height of fifty (50)

feet granted in the site development allowance for Building Height, so long as amount of the exceedance is twenty-four (24) inches or less.

- 8) The Architectural elements above the first floor of the Fifteen (15) Unit Condominium Building shall not encroach into the allowed setbacks by more than twelve (12) inches, except as authorized by the Village's Building Code and Zoning Ordinance.
- 9) The Petitioner shall, prior to the issuance of any building permits for the Project, post a letter of credit in favor of the Village, or a cash deposit with the Village, equal to 125% of the Village Engineer's estimate of the costs of the public improvements of the Project, to secure the completion, maintenance, and/or repair of the public improvements. The letter of credit or cash deposit shall be held, if not already drawn and/or spent, for no less than six (6) months after issuance of the final certificate of occupancy for the Project.
- 10) The Petitioner shall, prior to the issuance of any building permits for the Project, make the land donation, or payment in lieu thereof, required by Section 10-23-4 of the Zoning Ordinance, in the manner and amount set forth in Section 10-23-4.

**SECTION 4:** Any violation of any term or condition stated in this Ordinance shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

**SECTION 5:** Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

**SECTION 6:** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

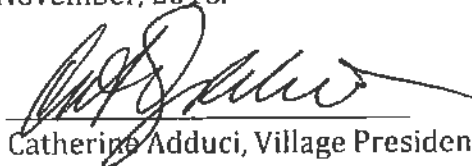
**ADOPTED** this 28<sup>th</sup> day of November, 2016, pursuant to a roll call vote as follows:

**AYES:** Trustees Cargie, Colwell-Steinke, Conti, Corsini, Dwyer, and Gibbs

**NAYS:** None

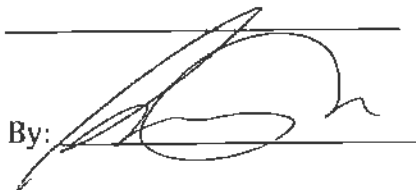
**ABSENT:** None

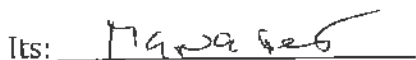
**APPROVED** by me this 28<sup>th</sup> day of November, 2016.

  
Catherine Adduci, Village President

ATTEST:  
  
Sharon Halperin, Village Clerk

The Applicant acknowledges hereby the reasonableness of the above and foregoing terms and conditions in the Ordinance, and hereby accepts the same.

By: 

Its:   
Bonnie Brae Construction, LLC,  
owner of the Property

Date: 3-7-2017





November 29, 2016

**STATE OF ILLINOIS}**  
**COUNTY OF COOK}**

I, Sharon Halperin, certify that I am the duly elected municipal clerk of the Village of River Forest of Cook County, Illinois.

I further certify that on November 28, 2016, the Corporate Authorities of such municipality passed and approved **Ordinance No. 3628, AN ORDINANCE GRANTING A PLANNED DEVELOPMENT PERMIT FOR 1101-1111 BONNIE BRAE PLACE** which provided by its terms that it should be published in pamphlet form as provided by law.

By: Sharon Halperin  
Sharon Halperin, Village Clerk

**EXHIBIT B**

**FINDINGS OF FACT AND RECOMMENDATION  
OF DEVELOPMENT REVIEW BOARD**

**FINDINGS OF FACT AND RECOMMENDATION OF THE  
DEVELOPMENT REVIEW BOARD  
VILLAGE OF RIVER FOREST**

**October 27, 2016**

**RE:**                   Planned Development Permit Application – Condominium Developments – 1101-1111 Bonnie Brae Place, River Forest, Illinois

**PETITIONER:**       Bonnie Brae Construction, LLC

**APPLICATION:**     As amended, for a planned development permit to construct a four-story, 15-unit condominium building and associated parking garage at 1101-1107 Bonnie Brae Place, River Forest, Illinois, and the conversion of an existing six-unit apartment building into a three-unit condominium building at 1111 Bonnie Brae Place, River Forest, Illinois

**BACKGROUND:** 1101-1111 Bonnie Brae Place, River Forest, Illinois (the "Property") is a .635 acre parcel of real property in the Village of River Forest (the "Village"). The Property is located at the northeast corner of Bonnie Brae Place and Thomas Street in the R4 Multi-Family Residential Zoning District (the "R4 District").

The Petitioner filed an application for a Planned Development Permit (the "Application"), which Petitioner has subsequently amended twice during the public hearing process; once in September and a second time in October. The Petitioner's final proposal is referred to herein as the "Amended Application". The Application as originally filed proposed the construction of a seventy two (72) foot high, twenty (20) unit condominium building and associated parking garage, and the conversion of an existing six-unit apartment building to a three-unit condominium building, which was proposed to have two (2), three-car detached garages (collectively, the "Project"). On October 5, 2016, the Petitioner submitted the Amended Application which, among other things, reduced the total number of condominium units in the larger building from twenty (20) to fifteen (15), eliminated one of the stories, reduced the proposed height of the building from the original proposed height of seventy-two (72) feet to fifty (50) feet, and eliminated the need for a parking variation by providing an underground parking garage. The larger building as proposed in the Amended Application is referred to herein as the Fifteen (15) Unit Condominium Building, while the smaller existing building is referred to herein as the Three (3) Unit Condominium Building.

The Amended Application is on file with the Village Administrator.

On October 20, 2016, following the conclusion of a public hearing held on July 21, 2016, September 15, 2016, and October 20, 2016 (together the "Hearing"), the Development Review Board (the "DRB"), by a unanimous vote of six (6) to zero (0) (one Commissioner being absent), recommended **APPROVAL** of the Amended Application, with conditions.

**APPLICATION:** The Amended Application seeks the following site development allowances (the "Site Development Allowances") from the Village of River Forest Zoning Ordinance (the "Zoning Ordinance"):

For the Fifteen (15) Unit Condominium Building (note that the requested Site Development Allowances for lot area and lot width are the result of existing conditions):

1. **Minimum Land Area:** per Section 10-11-3 of the Zoning Ordinance - 1,570 sq. ft./unit (2,800 sq. ft./unit required, 1,230 sq. ft./unit proposed).
2. **Lot Area:** per Section 10-11-4 of the Zoning Ordinance - 7,686 sq. ft. (26,136 sq. ft. required, 18,450 sq. ft. proposed).
3. **Lot Width:** per Section 10-11-4 of the Zoning Ordinance - 50 feet (150 feet required, 100 feet proposed).
4. **Lot Coverage:** per Section 10-11-5 of the Zoning Ordinance - 5.4% (990 sq. ft.) (70% max. allowed, 75.4% proposed).
5. **Maximum FAR:** per Section 10-11-5 of the Zoning Ordinance - 1.0 FAR (18,450 sq. ft.) (1.5 (27,675 sq. ft. required), 2.5 (46,149 sq. ft. proposed).
6. **Building Height:** per Section 10-11-6 of the Zoning Ordinance: 5 feet (45 feet maximum allowed, 50 feet requested).
7. **Corner Front Setback:** per Section 10-11-7.A.1. of the Zoning Ordinance - 18 feet, 4 inches (25 feet required, 6 feet, 8 inches proposed).
8. **Rear Setback:** per Section 10-11-7.B. of the Zoning Ordinance - 17.675 feet (27.675 feet required, 10 feet proposed).
9. **Rear Yard Area:** per Section 10-11-7.B. of the Zoning Ordinance - 1,768 sq. ft. (2,768 sq. ft. required, 1,000 sq. ft. proposed).

For the Three (3) Unit Condominium Building (note that this Building already exists, and that the three Site Development Allowances below are the result of existing conditions):

10. **Lot Area:** per Section 10-11-4 of the Zoning Ordinance - 16,911 sq. ft. (26,136 sq. ft. required, 9,225 sq. ft. proposed).
11. **Lot Width:** per Section 10-11-4 of the Zoning Ordinance - 100 feet (150 feet required, 50 feet proposed).
12. **Rear Yard Area:** per Section 10-11-7.B. of the Zoning Ordinance - 1,768 sq. ft. (2,768 sq. ft. required, 1,000 sq. ft. proposed).

**PUBLIC HEARING:** At the duly and properly noticed Hearing, testimony was taken and heard by the DRB on the Application and, subsequently, the Amended Application. All persons testifying during the Hearing were sworn prior to giving testimony. All persons wishing to be heard were given the opportunity to ask questions of the other witnesses and to provide testimony on their own behalf.

**FINDINGS:** The DRB, based upon the evidence presented at the Hearing, and pursuant to Section 10-19-3 of the Village Code, makes the following Findings as to the Amended Application:

**A. The proposed use or combination of uses is consistent with the goals and policies of the comprehensive plan.**

The Property is located in the R4 District. Overall, the Project and proposed multi-family residential condominium use are consistent with the goals and objectives of the Comprehensive Plan. Specifically, the DRB finds that the Project will help to create a physically distinctive and high-quality community environment and will help to preserve the existing quality of life, character and heritage of the area, while anticipating change and progress in the future, by providing high-quality housing that will be attractive to residents downsizing from larger single-family homes (Comprehensive Plan Goal 1). The housing will be in the form of fifteen (15) new construction units in the Fifteen (15) Unit Condominium Building, and rehabilitation of an existing building from a six-unit rental property to the Three (3) Unit Condominium Building. The proposed multi-family residential condominium use will help to achieve a balanced pattern of development in the community by rehabilitating an existing building and providing fifteen (15) new high-quality condominiums in an underserved niche (Comprehensive Plan Goal 2). The Project will also help protect and enhance the residential character of the Village (Comprehensive Plan Goal 3), and approving the Project will promote the public health, safety, comfort and general welfare of the residents through the addition of high-quality residential units (Comprehensive Plan Goal 5). Finally, the Project will help to maintain the Village as an exceptional residential community by providing new residential development that provides for the needs of the Village's population (Housing and Residential Areas Comprehensive Plan Goal). Based on the evidence presented, and with the conditions set forth below as part of the recommendation for approval (the "Conditions"), the DRB finds that this standard has been met.

**B. The establishment, maintenance, or operation of the use or combination of uses will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare of the residents of the Village.**

The Amended Application proposes the construction of the Fifteen (15) Unit Condominium Building, and the rehabilitation of a second building, consisting of the conversion of the existing six (6) rental units in said second building into the Three (3) Unit Condominium Building. The Project will ultimately create a total of eighteen (18) residential condominium units in this predominantly residential area of the Village, which is already zoned for multi-family use. The Project, as amended and revised in the Amended Application, is appropriate for the Property and benefits the community as a whole by providing additional residential units in the Village in a form that will be attractive to persons looking to downsize from larger single-family homes. The Site Development Allowances sought by the Petitioner are significantly reduced in both scale and number from those required by the original Application, and, as requested in the Amended Application, are reasonable given the location, orientation, existing conditions and past use of the Property, and considering the proposed multi-family residential condominium use of the Property. Based on the evidence presented, the DRB finds that the establishment, maintenance and operation of the Project will not be detrimental to or endanger the public health, safety, comfort, morals or general welfare of the residents; the DRB finds that this standard, with the Conditions set forth below, has been met.

**C. The proposed use or combination of uses will not diminish the use or enjoyment of other property in the vicinity for those uses or combination of uses which are permitted by this zoning title.**

The proposed multi-family, residential condominium use will not negatively impact nearby uses. The total number of units requested has been decreased in the Amended Application from twenty-three (23) to eighteen (18). During the hearing process, the Petitioner revised its plans to



significantly reduce the number of site development allowances needed, and to reduce the scale of many of the remaining allowances, the decrease in the height of the fifteen (15) unit building from seventy-two (72) feet to fifty (50) feet being a significant example. In so doing, the Petitioner addressed the concerns of the DRB relative to impacts on other property in the vicinity. The area is presently zoned multi-family residential, and the proposed multi-family residential condominium use is consistent with the zoning. The design and materials proposed for the Project are of high quality and are consistent with those found elsewhere in the Village. The evidence showed that the Village has a need for additional high-quality condominium residential units for owners looking to downsize, or who are not otherwise interested in a stand-alone single-family home, and the condominiums proposed in the Project will help meet the needs of Village residents. Based on the evidence presented, the DRB finds that the Project as proposed in the Amended Application will not diminish the use or enjoyment of permitted uses on other property in the vicinity. The DRB finds that this standard, with the Conditions set forth below, has been met.

- D. The establishment of the proposed use or combination of uses will not impede the normal and orderly development and improvement of surrounding properties for uses or combination of uses otherwise permitted in the zoning district.**

The proposed multi-family residential condominium use of the Property will not impede the normal and orderly development and improvement of surrounding properties, all of which are fully developed. The Property has long been underutilized. The DRB finds that this standard, with the Conditions set forth below, has been met.

- E. The proposed use or combination of uses will not diminish property values in the vicinity.**

The Project is consistent with high-quality residential development elsewhere in the Village. The residential condominium units proposed to be built are architecturally appropriate and of a high quality, and the amenities provided are also of a high quality. The surrounding neighborhood has been, by and large, fully developed for a number of years. A realtor testified at the July 21, 2016 hearing date that the Project would enhance property values in the vicinity. These factors together suggest that the Project, once built, will not result in diminished property values in the vicinity. The DRB finds that this standard, with the Conditions set forth below, has been met.

- F. Adequate utilities, road access, drainage, police and fire service and other necessary facilities already exist or will be provided to serve the proposed use or combination of uses.**

The Village's Police Department and Fire Department are generally satisfied with the Project as proposed in the Amended Application. The Public Works Department has also indicated that the Project, as proposed in the Amended Application, and with the Conditions set forth below, will not impact its services. There is no indication that utilities serving the Property will be inadequate if the Project is built. Based on the evidence presented, the DRB finds that this standard, with the Conditions set forth below, has been met.

- G. Adequate measures already exist or will be taken to provide ingress and egress to the proposed use or combination of uses in a manner that minimizes traffic congestion in the public streets.**

Petitioner decreased the number of units being proposed during the course of the approval process, and the number of required parking spaces has decreased as well. The number of

parking spaces proposed in the Amended Application in an underground garage is adequate for the proposed multi-family residential condominium use, and no parking variation is required. Ingress and egress for the Project is appropriate, and there is no evidence that the Project will materially contribute to traffic congestion in the public streets. Based on the evidence presented, the DRB finds that this standard, with the Conditions set forth below, has been met.

**H. The proposed use or combination of uses will be consistent with the character of the Village.**

The Project is physically designed in a style and character consistent with that of the Village. The multi-family residential condominium use proposed in the Project is consistent with the character of the Village and with the zoning district. Based on the evidence presented, the DRB finds that this standard, with the Conditions set forth below, has been met.

**I. Development of the proposed use or combination of uses will not materially affect a known historical or cultural resource.**

No historical or cultural resources have been identified in the area surrounding the Project. Based on the evidence presented, the DRB finds that this standard has been met.

**J. The design of the proposed use or combination of uses considers the relationship of the proposed use or combination of uses to the surrounding area and minimizes adverse effects, including visual impacts of the proposed use or combination of uses on adjacent property.**

During the course of the Public Hearing, the DRB expressed concerns about the scale of the Project and number of site development allowances required by Petitioner's initial submittal. Petitioner responded to those concerns by decreasing the scale of the Project in the Amended Application, including, among other things, the elimination of one floor of the building, a reduction in the total number of units proposed for the Project as a whole from twenty-three (23) to eighteen (18), a reduction in the height of the Fifteen (15) Unit Condominium Building from the originally proposed seventy-two (72) feet to fifty (50) feet in the Amended Application, parking reconfigurations and a reduction in the proposed FAR. The Project, as proposed in the Amended Application, is much more appropriate to the Property than the initial submittal. In addition, Petitioner has increased setbacks, revised its landscaping proposals, and modified the first-floor plans to increase the aesthetic appeal of the Project. The Project is attractive and visual impacts on adjacent property will be minimal. Overall, the DRB finds that Petitioner has considered the relationship of the Project to its surroundings. Based on the evidence presented, the DRB finds that this standard, with the Conditions set forth below, has been met.

**K. The design of the proposed use or combination of uses promotes a safe and comfortable pedestrian environment.**

The Fifteen (15) Unit Condominium Building, as modified, has been moved back from the sidewalk in the Amended Application, and a landscape buffer has been added. Based on the evidence presented, the DRB finds that this standard, with the Conditions set forth below, has been met.

**L. The applicant has the financial and technical capacity to complete the proposed use or combination of uses and has made adequate provisions to guarantee the development of any buffers, landscaping, public open space, and other improvements associated with the proposed use or combination of uses.**



The Petitioner is an experienced developer and has the financial and technical capacity to complete the Project, as demonstrated in its Application and its evidence presented at the Hearing. Based on the evidence presented, the DRB finds that this standard, with the Conditions set forth below, has been met.

- M. The proposed use or combination of uses is economically viable and does not pose a current or potential burden upon the services, tax base, or other economic factors that affect the financial operations of the Village, except to the extent that such burden is balanced by the benefit derived by the Village from the proposed use.**

There was testimony that there is a market for the high-quality residential condominium units proposed for the Project. There was no evidence that the Project would burden the Village's financial operations. The evidence showed that the establishment, maintenance and operation of the Project will increase the assessed valuation of otherwise vacant property in the Village, leading to an increase in property taxes received. Based on the evidence presented, the DRB finds that this standard, with the Conditions set forth below, has been met.

- N. The proposed use or combination of uses will meet the objectives and other requirements set forth in Section 10-19-3.**

The Project meets the objectives of the Zoning Ordinance and other requirements of Section 10-19-3 for the reasons set forth above. Based on the evidence presented, the DRB finds that this standard, with the Conditions set forth below, has been met.

- O. The application meets the additional standards for multi-family housing in Section 10-19-3(O), except to the extent Site Development Allowances have been granted.**

The Project meets the additional standards for multi-family housing in Section 10-19-3(O) of the Zoning Ordinance. The total number of parking spaces and land area exceed the additional standards in Section 10-19-3(O) of the Zoning Ordinance. Based on the evidence presented, the DRB finds that this standard, with the Conditions set forth below, has been met.

**RECOMMENDATION:** Based upon the foregoing Findings, the DRB, by a unanimous vote of six (6) to zero (0) (one Commissioner being absent), recommends that the President and Board of Trustees grant approval of the Amended Application with the requested Site Development Allowances as set forth above, subject to the following Conditions:

- 1) The Project shall be built and maintained in conformity with the Site Plan and other documents submitted to the Village as the Amended Application on October 5, 2016 (the "Site Plan").
- 2) Removal and replacement by the Petitioner, at Petitioner's sole cost and expense, of the full width of the existing alley to the east of the Property (including the asphalt pavement and depressed curb and gutter on both sides) for the full width of the Property. The Site Plan shall be revised as necessary, and subsequent plans shall reflect, the replacement of the alley.
- 3) Removal and replacement by the Petitioner, at Petitioner's sole cost and expense, of the existing sidewalk along the Thomas Street and Bonnie Brae

parkways for the full width/length of the Property. The Site Plan shall be revised as necessary, and subsequent plans shall reflect, the replacement of the sidewalk.

- 4) The Petitioner shall provide a cost estimate for the alley and sidewalk replacements required by Conditions 2 and 3 above.
- 5) Petitioner shall provide stormwater detention in conformance with Village Code and Zoning Ordinance requirements, and provide stormwater calculations and detailed plan information sufficient for staff to verify the necessary sizing of the detention facility prior to the issuance of any building permits for the Project.
- 6) Petitioner shall provide an easement in favor of the Village or its designee for the area containing the stormwater detention facility, with language and locations approved by Village staff.
- 7) Parapets and other architectural elements at the top of the Fifteen (15) Unit Condominium Building may exceed the maximum height of fifty (50) feet granted in the site development allowance for Building Height, so long as amount of the exceedance is twenty-four (24) inches or less.
- 8) Architectural elements above the first floor of the Fifteen (15) Unit Condominium Building shall not encroach into the allowed setbacks by more than twelve (12) inches, except as authorized by the Village's Building Code and Zoning Ordinance.
- 9) Petitioner shall, prior to the issuance of any building permits for the Project, post a letter of credit in favor of the Village, or a cash deposit with the Village, equal to 125% of the Village Engineer's estimate of the costs of the public improvements of the Project, to secure the completion, maintenance, and/or repair of the public improvements. The letter of credit or cash deposit shall be held, if not already drawn and/or spent, for no less than six (6) months after issuance of the final certificate of occupancy for the Project.
- 10) Petitioner shall, prior to the issuance of any building permits for the Project, make the land donation, or payment in lieu thereof, required by Section 10-23-4 of the Zoning Ordinance, in the manner and amount set forth in Section 10-23-4.

Signed: Frank R. Martin  
Frank Martin, Chairman  
Development Review Board  
Village of River Forest

Dated: November 3, 2016



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

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## MEMORANDUM

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Date: January 8, 2018

To: Chairman Frank Martin and Development Review Board Members

From: Lisa Scheiner, Assistant Village Administrator

Subj: 1101 Bonnie Brae - Planned Development Major Amendment - Setbacks

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The Village's staff has reviewed the developer's request to further encroach into the required setbacks and determined that the proposed major amendment will have no impact on Village services.



## Memorandum

To: Lisa Scheiner, Assistant Village Administrator  
From: John Houseal, AICP  
Principal  
Date: February 15, 2018  
Re: Planned Development Major Amendment  
Bonnie Brae Condominiums

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Houseal Lavigne Associates has conducted a review of the proposed Bonnie Brae Condominiums Major Amendment, which addresses a proposed reduction in the previously approved front and side setbacks.

**Front Setback/Canopy:** The proposed front setback reduction to accommodate the canopy over the entrance is appropriate. The canopy is located on the northwest corner and has little impact on how the building reads from the street, with the exception of making the entrance more prominent, which is a good thing. Without the canopy, the main entrance may not be enough of a focus for the west elevation.

**Exhaust Wells:** The issue of the exhaust wells in the front setback area is not really an issue from a planning or visual impact perspective. The exhaust wells do not extend above grade (or at least they don't seem to), and typically, setbacks apply to building components that extend above grade. The location of the exhaust wells is not an issue from a planning perspective.

**North and South Side Setbacks:** The north and south setbacks, while reduced by architectural elements on the upper floors, don't really increase the perceived bulk of the building for people driving or walking by. While this is a big building with relatively small setbacks to begin with, and reducing the setbacks further isn't ideal, protruding upper floor elements should not impose a negative visual impact.

**Overall:** Overall, the requested changes, although technically "major" because they reduce specific setbacks, are actually relatively minor in terms of the perceived visual bulk of the development. The building components in question include a canopy over the main entrance and upper floor architectural elements. The positioning of the actual exterior walls is not impacted by the proposed encroachment of the canopy or upper floor elements.

# Bonnie Brae Construction, LLC.

3528 Walnut Ave., Wilmette, Illinois 60091

Tel: (847) 728-0584

Fax: (847) 728-0585

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## **PUBLIC NOTICE DEVELOPMENT REVIEW BOARD RIVER FOREST, ILLINOIS**

Public notice is hereby given that a Public Hearing will be held by the Development Review Board of the Village of River Forest, County of Cook, State of Illinois, on Thursday, February 15, at 7:30 p.m. in the Community Room of the River Forest Village Hall, 400 Park Avenue, River Forest, Illinois, on the following matters:

Application #18-01: AMENDMENT TO THE PLANNED DEVELOPMENT GRANTED BY ORDINANCE 3628 REGARDING THE ENCROACHMENT OF THE FOUR STORY, 15 UNIT CONDOMINIUM BUILDING AT 1101-1107 BONNIE BRAE PLACE.

The address of the subject property is 1101-1107 Bonnie Brae Place and 1111 Bonnie Brae Place, River Forest. (The legal description is on the next page)

The applicant is Bonnie Brae Construction, LLC.

All interested persons will be given the opportunity to be heard at the Public Hearing. A copy of the application will be available to the public at the Village hall as of Wednesday, February 7, or online at [www.vrf.us](http://www.vrf.us).

Any questions regarding this project or the Planned Development process can be directed to Lisa Scheiner, Assistant Village Administrator, at [lscheiner@vrf.us](mailto:lscheiner@vrf.us) or 708-714-3554.

If you cannot attend the Public Hearing but would like to provide comments to the Development Review Board, you may submit comments in writing, via letter or email, no later than Wednesday, February 14, (day before public hearing), to Lisa Scheiner, Assistant Village Administrator.

Sincerely,

Art Gurevich, Manager  
Bonnie Brae Construction, LLC

The legal description of the property is as follows:

#### 1001-07 Bonnie Brae Place

LOTS 15 AND 16 IN GREY AND BRAESE'S RESUBDIVISION OF BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1, 8, 9, 10, 11, 14, 15 AND 16 IN BOGU'S ADDITION TO OAK PARK BEING A SUBDIVISION OF THE EAST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  AND THE EAST  $\frac{1}{3}$  OF THE WEST  $\frac{1}{2}$  OF SAID SOUTHEAST  $\frac{1}{4}$  OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as: 1101-1107 Bonnie Brae Place, River Forest Illinois 60305

P.I.N.'s (undivided and underlying): 15-01-403-020-0000

15-01-403-021-0000

#### 1111 Bonnie Brae Place

LOT 14 IN GREY AND BRAESE'S RESUBDIVISION OF BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1, 8, 9, 10, 11, 14, 15 AND 16 IN BOGU'S ADDITION TO OAK PARK BEING A SUBDIVISION OF THE EAST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  AND THE EAST  $\frac{1}{3}$  OF THE WEST  $\frac{1}{2}$  OF SAID SOUTHEAST  $\frac{1}{4}$  OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as: 1111 Bonnie Brae Place, River Forest Illinois 60305

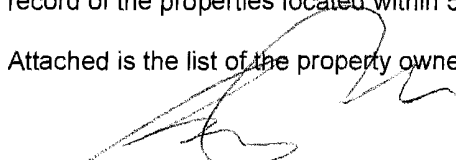
P.I.N.'s (undivided and underlying): 15-01-403-019-0000

## AFFIDAVIT

Village of River Forest  
400 Park Ave.  
River Forest, Illinois 60305

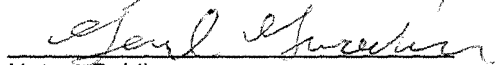
I, Art Gurevich, as the Manager of Bonnie Brae Construction, LLC and as its authorized representative, hereby attest that the requirement of informing the neighbors within 500 of our proposed development at 1101 – 1111 and inviting them to a Neighbors Meeting to be held at the River Forest Village Hall at 7:00 PM on February 15, 2018, has been fulfilled by mailing an appropriate notice to the property owners of record of the properties located within 500 of the proposed development..

Attached is the list of the property owners to whom we mailed the notice.

  
\_\_\_\_\_  
Art Gurevich



Subscribed and sworn to before  
Me this 30 day of JANUARY, 2018

  
\_\_\_\_\_  
Notary Public





State of Illinois  
County of Cook  
Oak Park, Illinois

1. Dan Haley do hereby certify that I am one of the publishers of the WEDNESDAY JOURNAL, a secular newspaper, published by WEDNESDAY JOURNAL, INC., of Oak Park, County of Cook and in the State of Illinois for more than one year prior to this date.

January 31, A.D. 2018

I do further certify that the said WEDNESDAY JOURNAL has been a secular newspaper of general circulation throughout the Villages of Oak Park & River Forest, Cook County, Illinois for more than one year past, and is in compliance with Illinois revised Statute, Chapter 100.

I do further certify that the printed notice re: LEGAL NOTICE is given that a Public Hearing will be held by the Development Review Board of the Village of River Forest on February 15, 2018 on the following matter: Application #18-01

attached hereto is a true, perfect and complete copy of the notice which was published in the said WEDNESDAY JOURNAL in each and every copy of its issue dated:

January 31, \_\_\_\_\_ A.D. 2018

A.D. 2018

A.D. 2018

I do further certify that I am duly authorized by said WEDNESDAY JOURNAL, INC. to make this certificate and affidavit.

Only

One of the publishers

Sworn and subscribed to me this 31st  
day of January

A.D. 2018

*[Signature]*  
Notary Public

Notary Public



- D. Each planned development should be presented and judged on its own merits. It shall not be sufficient to base justification for approval of a development upon an already existing planned development except to the extent such development has been approved as part of a master plan.
- E. The burden of providing evidence and persuasion that any planned development permit is necessary and desirable shall in every case rest with the applicant.
- F. Buildings and uses or combination of uses within a planned development shall be limited solely to those approved as part of the zoning ordinance granting a planned development permit provided, however, that any buildings and uses or combination of uses in compliance with the master plan approved as part of the zoning ordinance granting a planned development permit may be approved by the development review board and the village board of trustees.
- G. Any applicant shall be subject to a penalty of up to seven hundred fifty dollars per day to be assessed against the applicant and recorded as a lien against the applicant's property in the village for failure to comply with any condition, contingency or master plan submitted by the applicant or imposed by the village to comply with this chapter. (Ord. 3587, 2-29-2016)

### **10-19-3: STANDARDS FOR REVIEW:**

An application for approval as a planned development shall be granted by the board of trustees only if it finds that the applicant has demonstrated that at a minimum the proposed use or combination of uses complies with the following standards:

- A. The proposed use or combination of uses is consistent with the goals and policies of the comprehensive plan;
- B. The establishment, maintenance, or operation of the use or combination of uses will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare of the residents of the village;
- C. The proposed use or combination of uses will not diminish the use or enjoyment of other property in the vicinity for those uses or combination of uses which are permitted by this zoning title;
- D. The establishment of the proposed use or combination of uses will not impede the normal and orderly development and improvement of surrounding properties for uses or combination of uses

otherwise permitted in the zoning district;

E. The proposed use or combination of uses will not diminish property values in the vicinity;

F. Adequate utilities, road access, drainage, police and fire service and other necessary facilities already exist or will be provided to serve the proposed use or combination of uses;

G. Adequate measures already exist or will be taken to provide ingress and egress to the proposed use or combination of uses in a manner that minimizes traffic congestion in the public streets;

H. The proposed use or combination of uses will be consistent with the character of the village;

I. Development of the proposed use or combination of uses will not materially affect a known historical or cultural resource;

J. The design of the proposed use or combination of uses considers the relationship of the proposed use or combination of uses to the surrounding area and minimizes adverse effects, including visual impacts of the proposed use or combination of uses on adjacent property;

K. The design of the proposed use or combination of uses promotes a safe and comfortable pedestrian environment;

L. The applicant has the financial and technical capacity to complete the proposed use or combination of uses and has made adequate provisions to guarantee the development of any buffers, landscaping, public open space, and other improvements associated with the proposed use or combination of uses;

M. The proposed use or combination of uses is economically viable and does not pose a current or potential burden upon the services, tax base, or other economic factors that affect the financial operations of the village, except to the extent that such burden is balanced by the benefit derived by the village from the proposed use; and

N. The proposed use or combination of uses will meet the objectives and other requirements set forth in this chapter.

- O. Except as provided in subsection 10-19-4B of this chapter, no planned development containing multi-family housing shall be approved unless the following standards are met:
1. At least 2.5 parking spaces per dwelling unit are provided for. This requirement may be met by a contract, easement or other device providing permanent rights to off site parking; and
  2. No less than two thousand eight hundred square feet of land area shall be provided for each residential unit. A parking area which meets the requirements of subsection O1 of this section may be used in meeting this requirement; and
  3. One of the following criteria is met:
    - a. If the underlying zoning district is C1, C2 or C3, the proposed development provides for space devoted exclusively to retail sales;
    - b. The total number of parking spaces on the site is increased from that existing at the time of the application.
  4. The requirements of this subsection O may be met using more than one site within the village and as part of a master plan submitted by the applicant with the application. (Ord. 3587, 2-29-2016)

#### **10-19-4: SITE DEVELOPMENT ALLOWANCES:**

- A. Site development allowances, i.e., alterations or variations from the underlying zoning provisions set forth outside this chapter may be approved provided the applicant specifically identifies each such site development allowance and demonstrates how each such site development allowance would be compatible with surrounding development and is in furtherance of the stated objectives of this section.
- B. A waiver may be granted for any of the requirements set forth in subsection 10-19-3O of this chapter for any planned development containing multi-family housing which replaces an existing structure on the same site containing multi-family housing or submitted by the applicant as part of a master plan. (Ord. 3587, 2-29-2016)

#### **10-19-5: PROCEDURES:**

The following steps are provided to assure the orderly review of every planned development application in a timely and equitable manner:

##### **A. Prefiling Review And Transmittal Of Application:**

###### **1. Conference:**



# **VILLAGE OF RIVER FOREST**

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## **APPLICATION FOR PLANNED DEVELOPMENT CONDOMINIUM DEVELOPMENT AT 1101 -11 Bonnie Brae Place**

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### **APPLICANT**

**BONNIE BRAE CONSTRUCTION, LLC.  
3528 Walnut Ave.  
Wilmette, Illinois 60091  
(ph) 847-401-2642  
artg1234@hotmail.com**

**VILLAGE OF RIVER FOREST PLANNED DEVELOPMENT APPLICATION**

**1101- 1111 Bonnie Brae Place**

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**TAB 1**

**INTRODUCTION AND EXECUTIVE SUMMARY**  
**APPLICANT INFORMATION**

## **Introduction and Executive Summary**

Bonnie Brae Construction, LLC. is pleased to present its new condominium development to be located at 1101 -1111 Bonnie Brae Place.

The property is currently improved with a 34 car parking lot, 2 garage buildings for 9 cars, and a 3 story, 6 unit apartment building.

The parking lot is currently utilized by the apartment building tenants and the apartment building is mostly occupied by Concordia University students under annual leases.

Under the proposed plan, we will de-convert the apartment building into a 3 unit condominium and construct a new, 4 story, up to 15 unit condominium building on the parking lot parcel.

Parking will be provided at a rate of 2.5 parking spaces per dwelling unit.

We will add an elevator to the existing building and equip the new building with 2 elevators. Two elevators will prevent the elevator service interruption in case one of the elevators is out of service.

The new building will have poured in place concrete floors at each level and face brick and limestone facades. Other prominent features will include floor to ceiling windows, 10 foot ceilings, oversize balconies and terraces, rooftop decks, community room, state of the art building security system, premium interior finishes, including crown moldings, oversize baseboards and trim, hardwood floors throughout, natural stone or porcelain bathrooms with heated floors, custom cabinetry and natural stone countertops, commercial grade stainless steel appliances, and many other luxury features. A particular attention will be given to sound attenuation between the units.

Even though we planned for large units, we offer our Buyers a flexibility to combine units or parts of units in order to create a true custom experience and to enable them to have their units their way.

The design of the building is consistent with high quality architecture of the Village of River Forest and will add to the neighborhood appeal.

**APPLICANT INFORMATION**

Property Owner                Bonnie Brae Construction, LLC  
Applicant                        3528 Walnut Ave.  
Development Entity:        Wilmette, Illinois 60091

**Principals: Art Gurevich and Marko Boldun**

Over the last 16 years, Mr. Mark Boldun and Mr. Art Gurevich built several dozen projects varying in size from custom single family homes to many mid-size (6-13) unit elevator buildings, to several townhome development (15-18 units). Mr. Mark Boldun and Mr. Art Gurevich buildings received 2 awards: The New Construction Award from the Chicago Commission on Landmarks (4510 S. Greenwood and 4512 S. Greenwood) and The Good Neighbor Award from the Chicago Association of Realtors (4115 S. Drexel Blvd.). Current projects consist of an 8 residential condo units at 2442 N. Clybourn, 15 townhome development at 2823 N. Oakley (just completed), 7 residential condo units at 2140 W. Armitage, 4 residential condo units at 2301 W. Wolfram, all in Chicago and 8 Condominiums and 17 Townhomes development in Oak Park. There are also several smaller projects in progress in Chicago and suburbs. Mr. Mark Boldun and Mr. Art Gurevich are involved in every phase of the project development, from acquisition of land, to working with an architect on concept development and layouts optimization, to planning and zoning issues, to building permits, construction, inspections, certificates of occupancy, and legal issues related to units closings. Mr. Mark Boldun and Mr. Art Gurevich have excellent working relationship with the City of Chicago Aldermen in the wards where they have their projects –Toni Preckwinkle, former Alderman of 4<sup>th</sup> Ward (now Chairman of the Cook County Board); and Alderman Michelle Smith, 43<sup>rd</sup> Ward (Lincoln Park). We also enjoy excellent working relationship with the City of Chicago Department of Planning and the City of Chicago Building Department. Mr. Mark Boldun and Mr. Art Gurevich have an unblemished reputation with all of these agencies and have never been involved in a law suit in relation to their product.

During the last recession, Mr. Boldun and Mr. Gurevich acquired many foreclosed distressed projects from area banks and successfully brought them to completion and sale.

Mr. Gurevich and Mr. Boldun have financial, technical and management wherewithal to successfully complete the proposed development at 1101 – 1111 Bonnie Brae Place in River Forest.

**Mr. Mark Boldun, BSCE.** Mr. Boldun is career construction industry professional, with more than 40 years of experience encompassing all phases of construction. After graduating from the Ukrainian Institute of Construction Engineering with a degree in Civil Engineering, he rose through the ranks in one of the largest state owned construction companies in Ukraine, from the Project Superintendent to Chief Engineer to 10 years as the Assistant General Director. The 1,500 employee company was one of the largest residential builders in Ukraine, with annual production of 1,100,000 square feet of living space.

**Mr. Art Gurevich, BSCE, MBA.** Mr. Gurevich is a career construction industry professional, with more than 30 years of experience encompassing all phases of construction. After Graduating from the Illinois Institute of Technology with a degree in Civil Engineering, Mr. Gurevich worked as a Structural Designer for one of the leading nuclear power station design firms and attended a Graduate Management School at the University of Illinois. After receiving his MBA, Mr. Gurevich worked as a Supervisor of Inspectional Services for the Village of Hanover Park, Illinois, and later, for almost 9 years, as a Building Commissioner for the Village of Vernon Hills, Illinois. In this position, Mr. Gurevich, with a staff of 10, oversaw all phases of the planning, zoning and building function of the Village of Vernon Hills, with over 200 million dollars annual construction volume. Since 1999, Mr. Gurevich has been developing residential projects with Mr. Boldun in the City of Chicago and neighboring suburbs.

### **Messrs. Art Gurevich and Mark Boldun Development Projects**

Mr. Art Gurevich and Mr. Mark Boldun developed more than 70 construction projects in the Chicago area over the past 17 years. A complete list and description of these projects is available upon request.

**TAB 2**

**SURVEY**

**LEGAL DESCRIPTION**



**DESCRIPTOPON OF THE PROPERTY**

**1001-07 Bonnie Brae Place**

**LOTS 15 AND 16 IN GREY AND BRAESE'S RESUBDIVISION OF BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1, 8, 9, 10, 11, 14, 15 AND 16 IN BOGU'S ADDITION TO OAK PARK BEING A SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ AND THE EAST 1/3 OF THE WEST ½ OF SAID SOUTHEAST ¼ OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

**Commonly known as: 1101-1107 Bonnie Brae Place, River Forest Illinois 60305**

**P.I.N.'s (undivided and underlying): 15-01-403-020-0000**

**15-01-403-021-0000**

**1111 Bonnie Brae Place**

**LOT 14 IN GREY AND BRAESE'S RESUBDIVISION OF BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1, 8, 9, 10, 11, 14, 15 AND 16 IN BOGU'S ADDITION TO OAK PARK BEING A SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ AND THE EAST 1/3 OF THE WEST ½ OF SAID SOUTHEAST ¼ OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

**Commonly known as: 1111 Bonnie Brae Place, River Forest Illinois 60305**

**P.I.N.'s (undivided and underlying): 15-01-403-019-0000**



**TAB 3**

**COMPLIANCE WITH COMPREHENSIVE PLAN**

**COMPLIANCE WITH STANDARDS AND OBJECTIVES**

## **STANDARDS FOR REVIEW (Section 10-19-3) – COMPLIANCE STATEMENT**

A. The proposed use or combination of uses is consistent with the goals and policies of the comprehensive plan;

The Planned Development proposing redevelopment of the subject site with a rehabilitation of an existing building by de-converting it from 6 rental units to 3 luxury condominium units and by constructing a 15 unit condominium building at the location of the existing parking lot.

In addition to the highest quality exterior materials, interior finishes and building amenities, the Planned Development proposes extensive site landscaping, including decorative and security lighting.

The Comprehensive Plan Map shows the proposed development site as multi-family residential and as school. At the time that the Comprehensive Plan was written, the parking lot belonged to Concordia University. It had since changed ownership and the “school” designation is outdated. The parking lot site is surrounded by multi-family uses on 3 sides, with Concordia University across the street. A multi-family use for the parking lot site is consistent with the Comprehensive Plan intent.

The Planned Development will significantly improve the existing housing stock in the Village (rehabilitation of the existing building) and add up to 15 very high quality, luxury condominium units that are desirable by the Village and surrounding communities’ residents who no longer need their larger single family homes and desire to stay in or move to the Village of River Forest. Many of these people are deeply rooted in the River Forest civic life, have friend and family in or near the Village, and want to be close to the River Forest religious, cultural and leisure centers. In addressing this segment of the real estate market, the Planned Development specifically fulfills the following Comprehensive Plan goals and objectives, It is important to note that the only Comprehensive Plan Goals and Objectives that the Plan Development does not fulfill are those that are not applicable to this development, such as those related to public services, parks and recreation, intergovernmental programs, commercial properties, etc.

## **OVERALL COMMUNITY GOALS**

The following general goals have been developed as a “guiding framework” directing future land use and development decision making in the community.

### **Goal 1**

Continue to create a physically distinctive and high-quality community environment through efforts that preserve the existing quality of life, character, and heritage of the area, while anticipating change and progress in the future.

## **Rationale**

To enhance a sense of community and pride, there is a need to physically enhance and improve areas and structures within the Village. The Village expects to accomplish this through the design of land-use areas as well as in the coordination and improvement of public facilities and services. In support of its identity as a strong residential community, River Forest is committed to providing community facilities and services that meet residents' expectations.

## **Goal 2**

Achieve a balanced pattern of development in the community that provides for well designed, compatible and economically sustainable residential, commercial, and public areas of the Village.

## **Rationale**

There is a high level of consensus in the community on the need to develop, redevelop, and improve appropriate sites in a manner which has long-term economic stability and meets the community character, residential, economic, social, cultural, educational, recreational and lifestyle needs of Village residents.

## **Goal 3**

Protect and enhance the residential neighborhoods, trees, parks and open spaces, and community and institutional facilities as key amenities that contribute greatly to the overall character and quality of life in River Forest.

## **Rationale**

Identified as some of the most important and defining characteristics of the Village, the residential neighborhoods, trees, parks and open spaces, and community and institutional facilities distinguish River Forest from other communities and contribute to the area's overall desirability as a place to live and visit.

## **COMMUNITY APPEARANCE AND CHARACTER**

### **Goal**

Maintain an attractive and distinctive community image and identity that builds upon and enhances River Forest's traditional qualities and characteristics, and distinguishes it from surrounding communities.

## **Objectives**

1. Maintain and enhance the Village's overall atmosphere and character.
2. Maintain the attractive tree lined streets, pedestrian scale and other distinguishing qualities of River Forest's existing residential neighborhoods.
4. Undertake design and appearance improvements along the major thoroughfares that pass through the community.
7. Preserve and maintain sites and buildings of significant historical, architectural and cultural interest and value.
9. Continue the "greening" of River Forest by maintaining existing trees whenever possible, reforestation and new land-scape plantings.
10. Promote high standards of design and construction for all development within the Village.

## **HOUSING AND RESIDENT**

### **Goal**

Maintain the Village as an exceptional residential community and retain its predominant single-family detached dwelling character and varied architectural styles.

*(Applicant comment: Even though this goal is directed toward single-family neighborhoods, the Planned Development fulfils the spirit of its objectives in a multi-family development)*

### **Objectives**

4. Protect residential areas from the encroachment of incompatible land uses and the adverse impacts of adjacent activities.
5. Preserve sound existing housing through effective code enforcement and preventive maintenance.
6. Promote the improvement, rehabilitation, or replacement of deteriorating or obsolete residential properties.
7. Encourage new residential development that provides for the needs of the Village's population.

8. Ensure that home improvements, additions and new housing construction are compatible with, complement, and enhance the existing scale and character of the neighborhoods.

9. Ensure that new residential development provides adequate parking to accommodate residents and guests.

10. Encourage the long standing tradition of fine architecture in new homes and additions.

## **TRANSPORTATION**

### **Goal**

Maintain a balanced transportation system that provides for safe and efficient movement of vehicles, bicycles and pedestrians, reinforces surrounding development patterns, and enhances regional transportation facilities.

### **Objectives**

1. Minimize non-local and commercial traffic within residential neighborhoods.
4. Provide adequate parking for all areas of the Village, including employee and customer parking for commercial uses, resident and visitor parking for residential uses, commuter parking for transit riders, and user parking for community facilities and institutions.
5. Promote shared use of parking facilities by those properties with excess parking capacity in areas identified as having a need for additional parking.

## **COMMUNITY FACILITIES AND SERVICES**

### **Goal**

Maintain a system of community facilities that provides for the efficient and effective delivery of public services and enhances the Village as a desirable place in which to live and do business.

### **Objectives**

7. Provide adequate water supply, water distribution and sewer systems throughout the Village.

9. Continue to require overhead sewer connections or encourage other effective flood control measures where overhead sewers are not possible.

10. Ensure effective storm water management so that new residential and non-residential development does not adversely impact adjacent or nearby properties.

## **FISCAL AND ECONOMIC DEVELOPMENT**

### **Goal**

Strengthen the Village's economic base by enhancing the mix and quality of commercial, retail, and office uses within designated areas of the Village.

### **Objectives**

3. Ensure that new development pays its fair share of public facilities and service costs which are attributable to the demand for additional facilities or services as a result of new development.

B. The establishment, maintenance, or operation of the use or combination of uses will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare of the residents of the village;

The Planned Development will add high quality multi-family units to the existing River Forest housing stock. It is fully consistent with the Comprehensive Plan. No part of this development will in any way be detrimental to or endanger the public health, safety, comfort, morals, or general welfare of the residents of the Village.

C. The proposed use or combination of uses will not diminish the use or enjoyment of other property in the vicinity for those uses or combination of uses which are permitted by this zoning title;

The Planned Development is fully consistent with the surrounding uses. In fact, it will replace an inconsistent use (a parking lot) with a high quality multi-family building. The proposed use is in compliance with the Village Zoning Ordinance. The applicant sent more than 150 letters to the neighbors and had a meeting with them. There were absolutely no negative comments about the proposed development.

D. The establishment of the proposed use or combination of uses will not impede the normal and orderly development and improvement of surrounding properties for uses or combination of uses otherwise permitted in the zoning district;

The Planned Development is consistent with the surrounding uses and will in no way impede the normal and orderly development and improvement of surrounding properties.

E. The proposed use or combination of uses will not diminish property values in the vicinity;

The proposed Planned Development will involve a significant investment into the site presently occupied by an older building and a parking lot and will result in a high quality multi-family buildings. It will not diminish the property values in the vicinity. By its very nature, the proposed development will enhance the property values in the vicinity.

F. Adequate utilities, road access, drainage, police and fire service and other necessary facilities already exist or will be provided to serve the proposed use or combination of uses;

The proposed Planned Development will comply with all municipal requirements, including civil engineering, building code, and fire prevention. The building will provide adequate parking for the occupants and convenient access by emergency services.

G. Adequate measures already exist or will be taken to provide ingress and egress to the proposed use or combination of uses in a manner that minimizes traffic congestion in the public streets;

The Applicant's commissioned a traffic study shows that the proposed development will not create any traffic congestion and that the site has a convenient ingress and egress utilizing a public alley. The Planned Development provides for at least 2 on-site parking spaces for each dwelling unit and for 5 guest parking spaces at a nearby Concordia University garage. The development site provides for ingress/egress that will minimize traffic congestion in the public street.

H. The proposed use or combination of uses will be consistent with the character of the village;

The Planned Development will bring to the Village a very high quality multi-family product. By its very nature, it is consistent with the character of the Village.

I. Development of the proposed use or combination of uses will not materially affect a known historical or cultural resource;

The Planned Development is not located in a Historic District. No known historical or cultural resources will be affected by the Planned Development.

J. The design of the proposed use or combination of uses considers the relationship of the proposed use or combination of uses to the surrounding area and minimizes adverse effects, including visual impacts of the proposed use or combination of uses on adjacent property;

The proposed architecture and the exterior materials specified for the building draw from neighboring buildings with architectural significance. While developing a concept for the proposed building the Applicant's Architect walked the area of several blocks around the development site, taking a record of significant architectural features in order to develop a design that would be complementary to the surrounding buildings.



K. The design of the proposed use or combination of uses promotes a safe and comfortable pedestrian environment;

The development site has a very good pedestrian access and the Planned Development will not diminish the existing safe and comfortable pedestrian environment.

L. The applicant has the financial and technical capacity to complete the proposed use or combination of uses and has made adequate provisions to guarantee the development of any buffers, landscaping, public open space, and other improvements associated with the proposed use or combination of uses;

The Development Team consists of seasoned development professional and has a vast experience and financial capacity to make the Planned Development a success. The Developer will post all guarantees required by the relevant Village ordinances.

M. The proposed use or combination of uses is economically viable and does not pose a current or potential burden upon the services, tax base, or other economic factors that affect the financial operations of the village, except to the extent that such burden is balanced by the benefit derived by the village from the proposed use; and

The proposed Planned Development will be funded through private equity and bank financing and will contribute to the Village tax base in a stable manner. The Developer performed market research that indicated that there is an unfulfilled need for high quality, luxury condominium units. The condominium units in the Planned Development will cater to this market.

N. The proposed use or combination of uses will meet the objectives and other requirements set forth in this section. (Ord. 2640, 5-23-1995)

As depicted on the enclosed Site Plan, the proposed Development conforms to the Zoning Ordinance and, as addressed above, the proposed Planned Development conforms to the Village Comprehensive Plan.

O. Except as provided in subsection [10-19-4B](#) of this chapter, no planned development containing multi-family housing shall be approved unless the following standards are met:

1. At least 2.5 parking spaces per dwelling unit are provided for. This requirement may be met by a contract, easement or other device providing permanent rights to off site parking; and

The proposed Planned Development provided for 46 off-street parking spaces in the garage located on the ground floor and the basement of the 1101 Bonnie Brae building and for 5 parking spaces located at 1111 Bonnie Brae. The proposed Planned Development involves a rehabilitation and de-conversion of an existing multi-family building.

2. No less than two thousand eight hundred square feet of land area shall be provided for each residential unit. A parking area which meets the requirements of subsection O1 of this section may be used in meeting this requirement; and

The proposed Planned Development site consists of 27,600 square feet in 2 building sites. There will be up 18 dwelling units in the proposed Planned Development. The proposed Planned Development involves a rehabilitation and de-conversion of an existing multi-family building.

3. One of the following criteria is met:

a. If the underlying zoning district is C1, C2 or C3, the proposed development provides for space devoted exclusively to retail sales;

The proposed Planned Development is located in the R-4 (Multi-Family Residential) Zoning District. No commercial component is required.

b. The total number of parking spaces on the site is increased from that existing at the time of the application.

There will be more parking spaces on the site as the result of this Planned Development

4. The requirements of this subsection O may be met using more than one site within the village and as part of a master plan submitted by the applicant with the application. (Ord. 3314, 12-14-2009)

#### 10-19-4: SITE DEVELOPMENT ALLOWANCES:

A. Site development allowances, i.e., alterations or variations from the underlying zoning provisions set forth outside this chapter may be approved provided the applicant specifically identifies each such site development allowance and demonstrates how each such site development allowance would be compatible with surrounding development and is in furtherance of the stated objectives of this section. (Ord. 2833, 6-21-1999)

In order to implement the proposed development, the Developer is seeking several variances from the underlying zoning provisions. These variances are detailed in the Code Variances section of this Application (Tab 12).

The proposed new condominium building will feature extra tall ceilings, expansive floor layouts, a community room at the rooftop level, attractive architectural design, premium façade materials, attractive landscaping and other features and amenities that will make the proposed development an enhancement to the surrounding area. The vicinity of the

proposed development contains several large residential and institutional buildings that will make the proposed development compatible with its surrounding.

The Developer is proposing to build a premium product that is currently lacking in the market. Without the requested variances, the proposed development will not be economically feasible and the desired product will not be achieved. The impact of the variances requested by the Developer will be mitigated by the ease of the site ingress/egress, attractive landscaping, abundance of the building conveniences and amenities, high quality of the building architecture and materials, ample private and common open space, and a replacement of a neighborhood incompatible use with a high quality residential building.

B. A waiver may be granted for any of the requirements set forth in subsection [10-19-30](#) of this chapter for any planned development containing multi-family housing which replaces an existing structure on the same site containing multi-family housing or submitted by the applicant as part of a master plan. (Ord. 2941, 10-22-2001)

The Applicant is seeking a waiver under this Section as described above. Specifically this waiver includes the requirement for 2,800 square feet of lot area per each dwelling unit.

The proposed development is a multi-family housing development and is a part of a master plan that involves the development of 2 buildings – the construction of a new building and the rehabilitation of a vintage building.

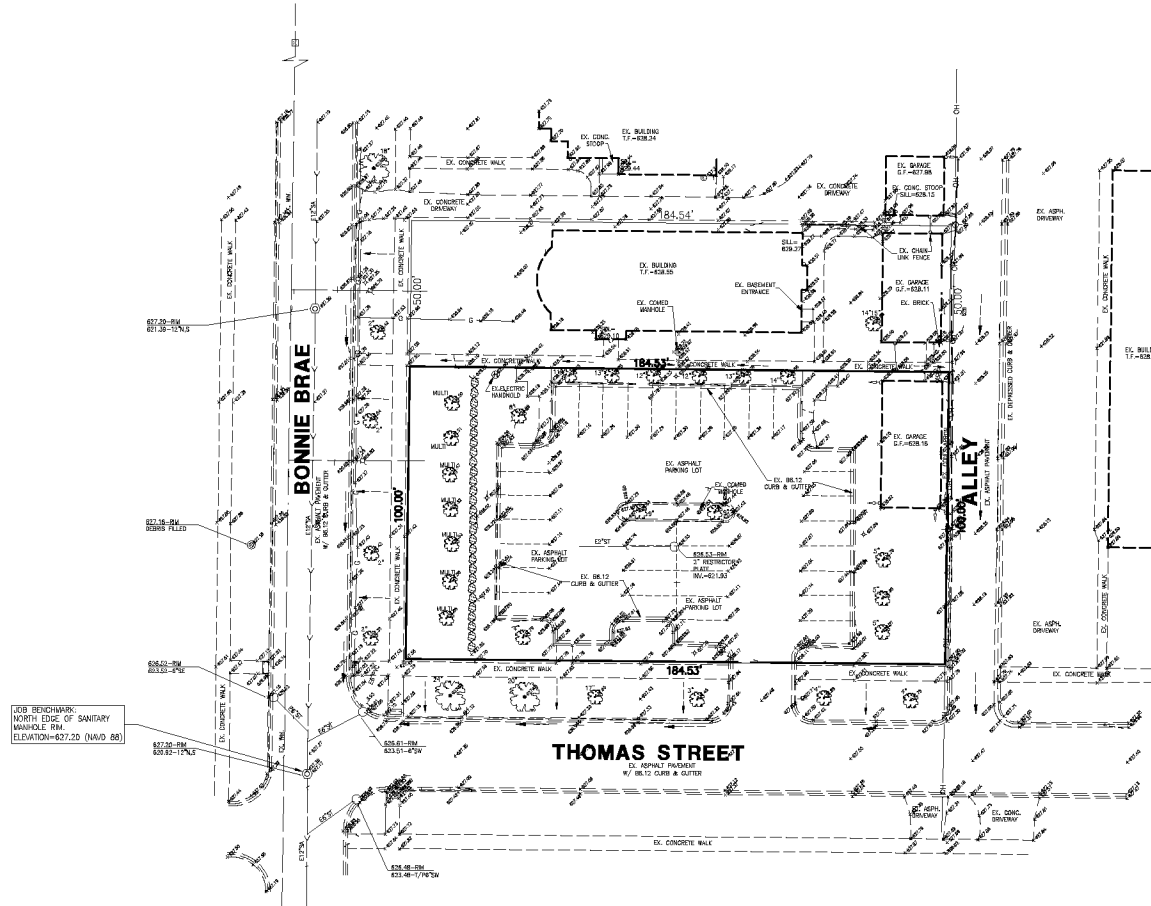
**TAB 4**

**SITE PLAN**

- **TOPOGRAPHY, TRANSPORTATION, UTILITIES**
- **LAND USE AND ZONING INFORMATION**

# LEGAL DESCRIPTION

LOTS 14,15 AND 16 IN GREY AND BRASSE'S RESUBDIVISION OF BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1,2,3,10,11,14,15 AND 16 IN 800'S ADDITION TO OAK PARK BEING A SUBDIVISION OF THE DIST. 1/2 OF THE SOUTHEAST 1/4 AND THE EAST ONE THIRD OF THE WEST 1/2 OF SAID SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



**SOURCE BENCHMARK:**  
NAD 83 MONUMENT "N161649" LOCATED AT  
6478 W. NORTH AVENUE A50' EAST  
OF NATCHES AVENUE.  
ELEVATION=643.83 (NAVD 88)

**JOB BENCHMARK:**  
NORTH EDGE OF SANITARY  
MANHOLE, RM.  
ELEVATION=627.20 (NAVD 88)

## LEGEND

- 10' --- CONTOUR
- X 10.00 SPOT ELEVATION
- 15' DECIDUOUS TREE W/DIA.
- 15' CONIFEROUS TREE W/DIA.
- SANITARY MANHOLE
- STORM MANHOLE
- CATCH BASIN
- INLET
- WATER SERVICE BOX
- VALVE & VAULT
- FIRE HYDRANT
- UTILITY POLE
- LIGHT STANDARD
- STORM CULVERT
- 18" --- SANITARY SEWER
- 12" --- STORM SEWER
- 18" --- WATER MAIN
- 18" --- DITCH
- 18" --- DRAIN
- 18" --- DIRECTION SURFACE DRAINAGE
- 18" --- FENCE
- DOWNSPOUT

## NOTE

BOUNDARY TAKEN FROM PLAT OF SURVEY PREPARED BY CHICAGO LAND SURVEY COMPANY, INC., DATED JULY 28, 2015.  
BOUNDARY SHOWN IS ONLY AN ESTIMATE.  
THIS DRAWING IS NOT A PLAT OF SURVEY.

0 20 40 60 80  
SCALE IN FEET

SOLE PROPERTY OF GREENGARD, INC. AND NO REPRODUCTION OR USE, IN WHOLE OR PART WITHOUT WRITTEN PERMISSION OF GREENGARD, INC.

DRAWN BY: DATE: REVISION:

DESIGNED BY: DATE: REVISION:

CHECKED BY: DATE: REVISION:

APPROVED BY: DATE: REVISION:

DESIGNED BY: DATE: REVISION:

CHECKED BY: DATE: REVISION:

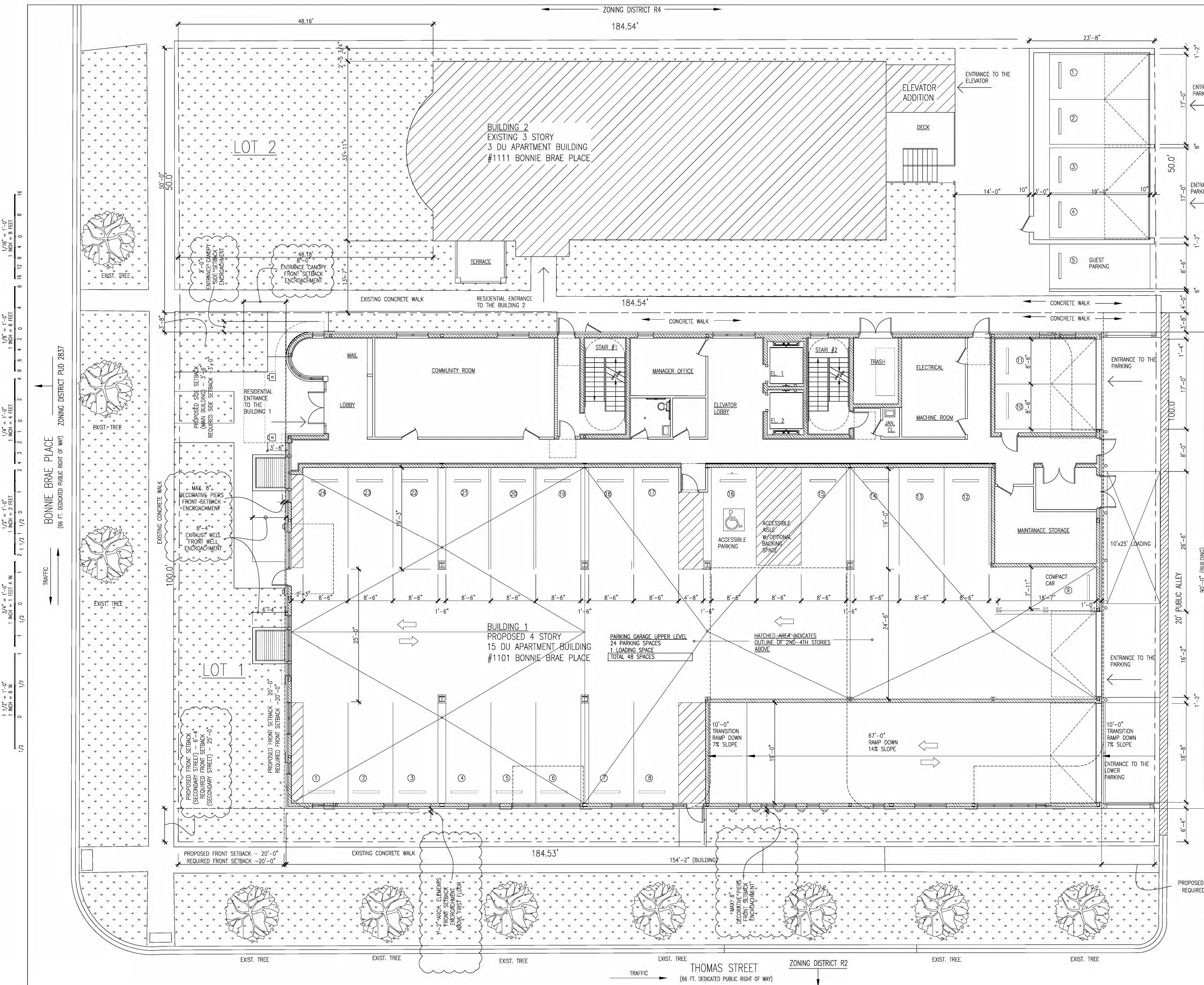
**GREENGARD, INC.**  
Engineers, Surveyors, Planners  
111 Barclay Blvd., Suite 310, Lincolnshire, Illinois 60069-3623  
PHONE: 847-634-3883 FAX: 847-634-0887  
E-MAIL: 23@GREENGARDINC.COM  
ILL. REGISTRATION NO. 061-000089

SCALE: 1"=20'  
DRAWING NO. 61246  
SHEET 3 OF 7

1101 BONNIE BRAE PLACE - RIVER FOREST, ILL.  
**EXISTING TOPOGRAPHY**







ZONING INFORMATION:	
ZONING DISTRICT - R4	
1101-07 BONNIE BRAE	
LOT AREA:	18,454 S.F.
LOT COVERAGE:	>26,136 S.F. (REQUIRED)
SETBACK REQUIREMENTS:	
FRONT YARD	20' (PROPOSED)
FRONT YARD (SECONDARY STREET)	20' (REQUIRED)
SIDE YARD	6'-8" (PROPOSED)
REAR YARD	10' (PROPOSED)
BUILDING HEIGHT:	50'-0" (PROPOSED)
FAR:	2.0 (PROPOSED)
REAR YARD AREA:	1,000 S.F. (5.4%) (PROPOSED)
PARKING (PER DU)	2.5 (REQUIRED)
	2.5 (PROVIDED)
46 PARKING SPACES PROVIDED	
GUEST PARKING	4 (REQUIRED)
LOADING SPACE	1 (REQUIRED)
	1 (PROVIDED)

1111 BONNIE BRAE	
LOT AREA:	9,227 S.F.
LOT COVERAGE:	>26,136 S.F. (REQUIRED)
SETBACK REQUIREMENTS:	
FRONT YARD	51' (PROPOSED)
SIDE YARD	3' (PROVIDED)
REAR YARD	50' (PROPOSED)
FAR:	0.94 (PROPOSED)
REAR YARD AREA:	2,550 S.F. (28%) (PROPOSED)
PARKING (PER DU)	2.768 S.F. (15%) (REQUIRED)
	2.5 (REQUIRED)
	2.5 (PROVIDED)

15 DWELLING UNITS APARTMENT BLDG.	
1101 BONNIE BRAE RIVER FOREST, IL	
DATE	ISSUED FOR
05/06/17	PERMIT SET
REVISIONS	DATE
1	
2	
3	
INCLUDES 2 COMPACT CAR STALLS AND 2 SPACES AT 1101 BONNIE BRAE GARAGE	
GUEST PARKING	1 (REQUIRED)
	1 (PROVIDED)

- LIST REVISIONS TO THE PREVIOUSLY APPROVED APPLICATION:
- THIS PLAN INDICATES CORRECT 6'-4" FRONT SETBACK FROM THOMAS STREET
  - THIS PLAN INDICATES THE FOLLOWING ENCROACHMENTS TO THE APPROVED SETBACKS:
  - 1. 8'-0" ENTRANCE CANOPY OVERHANG ENCROACHMENT INTO FRONT SETBACK W/ 3'-5" CANOPY SUPPORT COLUMN ENCROACHMENT INTO FRONT SETBACK
  - 2. 6'-4" EXHAUST WELL ENCROACHMENT INTO FRONT SETBACK
  - 3. 8" MAX. DECORATIVE PIERS, STONE/BRICK ELEMENTS ENCROACHMENT INTO FRONT SETBACK (FROM THOMAS STR. AND BONNIE BRAE PLACE)
  - 4. 2'-0" CANOPY OVERHANG ENCROACHMENT INTO SIDE SETBACK

INDICATES REVISIONS TO THE PREVIOUSLY APPROVED APPLICATION

1 SITE PLAN  
A0.1 SCALE: 1/8"=1'-0"

(ITEMS THAT REQUIRE VARIATION ARE IN BOLD)

GENERAL NOTE

1. ALL CONTRACTORS SHALL INDUSTRY AND HOLD HARMLESS THE OWNER, THE ARCHITECT AND THEIR AGENTS FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY FEES ARISING OUT OF PERFORMANCE OF THE WORK WHEN ANY SUCH CLAIMS ARE ATTRIBUTABLE TO SOLELY INADVERTENT, NEGLIGENCE, INJURY OR DESTRUCTION TO PROPERTY OR WHEN SUCH CLAIMS ARE CAUSED IN PART OR IN FULL BY ANY NEGLIGENCE OR OMISSION BY THE CONTRACTOR OR HIS AGENTS. THIS RESOLUTION INCLUDES FAILURE TO OBSERVE CONTRACT DOCUMENTS PROVIDED BY ARCHITECT.

2. ALL CONTRACTORS TO VISIT PREMISE, NOTE CONDITIONS PERTAINING TO WORK TO BE DONE, CHECK AND VERIFY ALL NOTES, FIGURES AND DIMENSIONS AT THE SITE BEFORE FABRICATING ANY NEW CONSTRUCTION VARIATION IN FIELD. CONDITIONS RELATIVE TO CONTRACT DOCUMENTS SHALL BE REPORTED TO ARCHITECT IN WRITING, AND WORK SHALL NOT PROCEED UNTIL PERMISSION FROM ARCHITECT OR HIS AGENT IS OBTAINED.

3. ALL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS & ELEVATIONS AT THE SITE AND MUST ADOPT HIS WORK TO ACTUAL CONDITIONS IN A MANNER APPROVED BY ARCHITECT AT NO ADDITIONAL COST TO OWNER.

4. CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR COMPLIANCE WITH CONTRACT DOCUMENTS, UNLESS BY REVIEW BY SHOP DRAWINGS, FOR DIMENSIONS TO BE COMBINED AND CORRELATED ON THE JOB SITE AND BETWEEN INDIVIDUAL DRAWINGS OR SETS OF DRAWINGS FOR FABRICATION PROCESSES AND CONSTRUCTION TECHNIQUES (INCLUDING SCAFFOLDING, BRACING, ERECTION, ETC.) FOR COORDINATION OF THE VARIOUS TRADES, FOR SAFE CONDITIONS ON JOB SITE AND FOR THE PEOPLE AND PROPERTY AT THE SITE.

5. INFORMATION CONTAINED ON THE DRAWING IS IN ITSELF INCOMPLETE, AND VOID UNLESS USED IN CONJUNCTION WITH ALL SPECIFICATIONS, TRADE PRACTICES, AND APPLICABLE STANDARDS, CODES, ETC. INCORPORATED THEREIN BY REFERENCE OF WHICH THE CONTRACTOR CERTIFIES KNOWLEDGE BY SIGNING THE CONTRACT.

SUPERVISION NOTE

THESE PLANS WHERE PREPARED BY THE ARCHITECT FOR DESIGN ONLY. NO SUPERVISION BY THE ARCHITECT SHALL BE PROVIDED AT THE JOB SITE. THE WORK IN PROGRESS OR SCHEDULING ANY WORK RESPECTIVE TO THE JOB SHALL NOT BE GOVERNED BY ARCHITECT.

15 DWELLING UNITS APARTMENT BLDG.

1101 BONNIE BRAE RIVER FOREST, IL

DATE	ISSUED FOR
05/06/17	PERMIT SET
REVISIONS	DATE
1	
2	
3	

architects llc

3330 DUNDEE RD., SUITE N1  
NORTH-BROOK, IL 60062  
PHONE 847-562-9262  
FAX 847-205-0562  
WWW.AP-ARCHITECTSLLC.COM



PROJECT NO 16-180

SITE PLAN NOTES

A0.1



**TAB 5**

**BUILDINGS DESIGN**

- **RENDERINGS**
- **FLOOR PLANS**
- **LANDSCAPING PLAN**

**LIST OF EXTERIOR FINISHES:**

-  **1** FACE BRICK
-  **2** RENAISSANCE GRAY LIMESTONE (FLAT FACED)
-  **3** PREFINISHED METAL CANOPY/ COPING/ RAILINGS

**PROJECT INFORMATION**

Lot Area - 18,454 s.f.  
 Number of DU - 15  
 Number of Stories - 4  
 Unit Type 1 - 2,550 s.f.  
 Unit Type 2 - 2,196 s.f.  
 Unit Type 3 - 1,900 s.f.  
 Unit Type 4 - 1,900 s.f.  
 Unit Type 5 - 2,200 s.f.



**AP Architects LLC**  
 3330 Dundee Rd., Suite N1  
 Northbrook, IL 60062  
 847-562-9262  
[www.ap-architectsllc.com](http://www.ap-architectsllc.com)

**PROPOSED BUILDING - FACADE DETAILS**

**15 DU APARTMENT BUILDING**  
 1101 BONNIE BRAE, RIVER FOREST, IL 60305





PROPOSED BUILDING - PERSPECTIVE VIEW FROM BONNIE BRAE



**AP Architects LLC**  
3330 Dundee Rd., Suite N1  
Northbrook, IL 60062  
847-562-9262  
[www.ap-architectsllc.com](http://www.ap-architectsllc.com)

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PROPOSED BUILDING - PERSPECTIVE VIEW FROM THOMAS ST.



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Northbrook, IL 60062  
847-562-9262  
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PROPOSED BUILDING - AERIAL VIEW



**AP Architects LLC**  
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Northbrook, IL 60062  
847-562-9262  
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**15 DU APARTMENT BUILDING**  
1101 BONNIE BRAE, RIVER FOREST, IL 60305



SOUTH ELEVATION

EAST ELEVATION



WEST ELEVATION

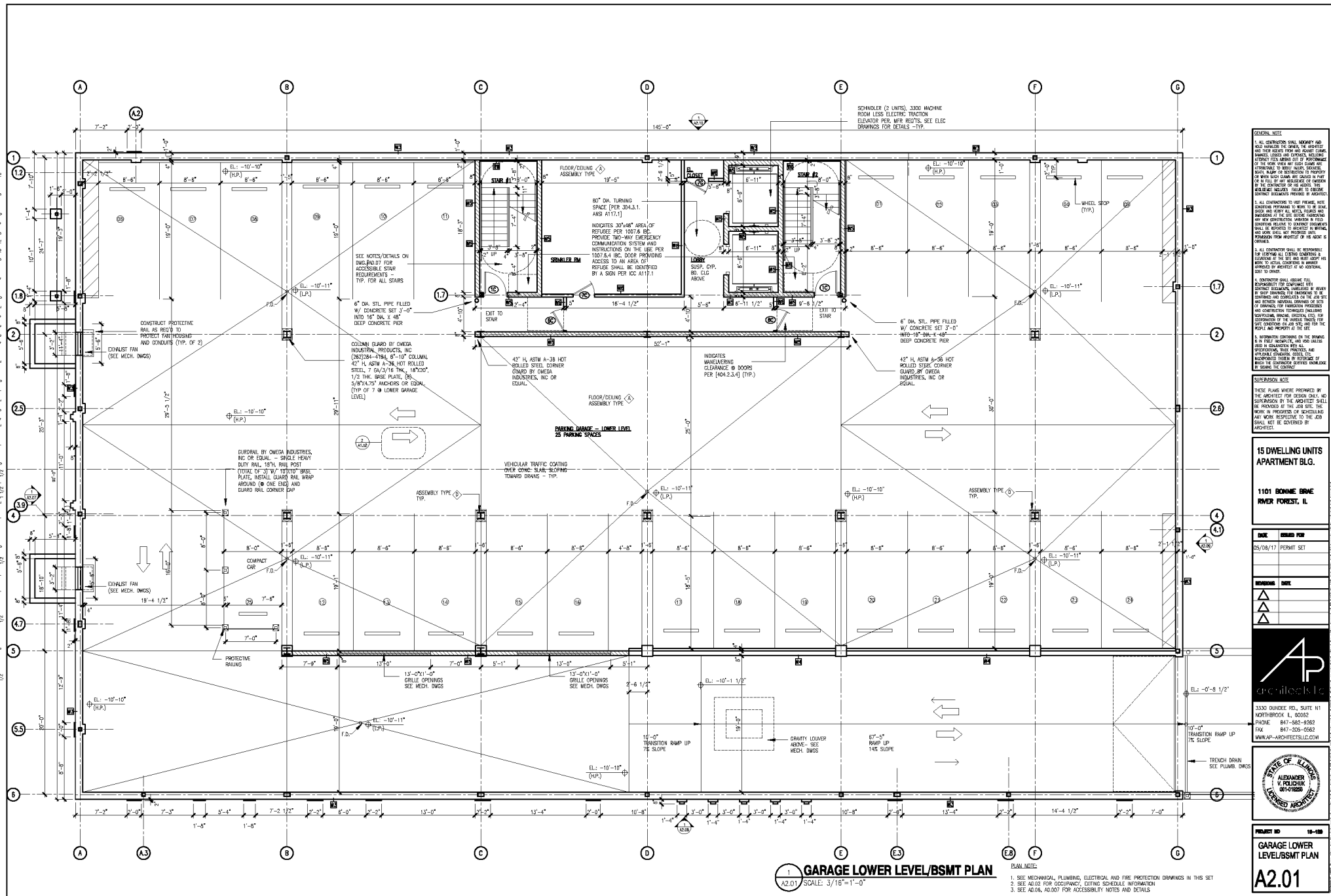
NORTH ELEVATION



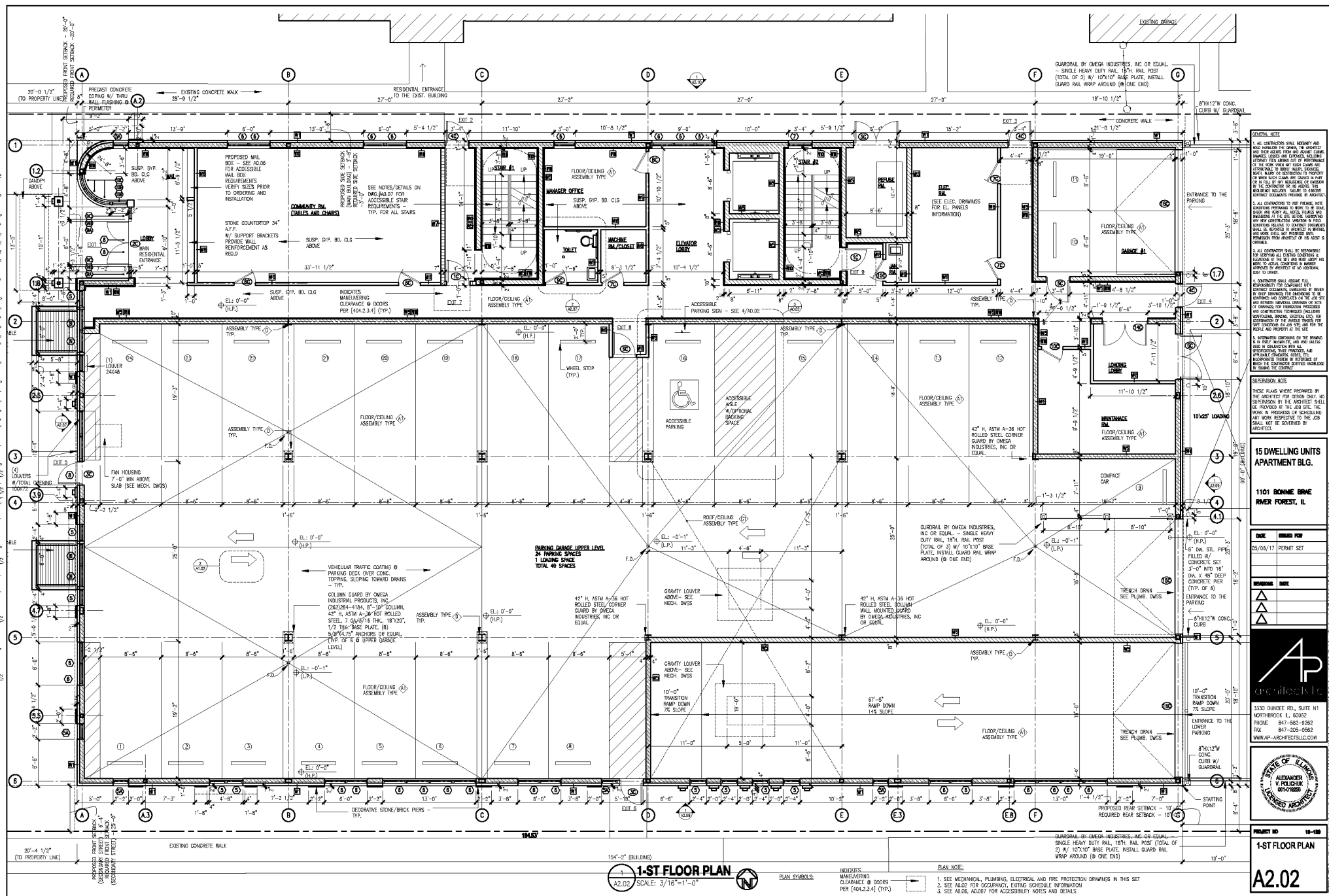
**AP Architects LLC**  
 3330 Dundee Rd., Suite N1  
 Northbrook, IL 60062  
 847-562-9262  
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PROPOSED BUILDING ELEVATIONS

**15 DU APARTMENT BUILDING**  
 1101 BONNIE BRAE, RIVER FOREST, IL 60305





[illegible]

**SUPERVISION NOTE**  
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15 DWELLING UNITS  
APARTMENT BLDG.

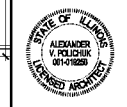
1101 BONNIE BRAE  
RIVER FOREST, IL

DATE	ISSUED FOR
05/06/17	PERMIT SET

RESPONSE	DATE
△	
△	
△	



3330 DUNDEE RD., SUITE N1  
NORTHBROOK, IL, 60062  
PHONE 847-582-9262  
FAX 847-206-0562  
WWW.AP-ARCHITECTSLLC.COM



PROJECT NO	18-122
1-ST FLOOR PLAN	

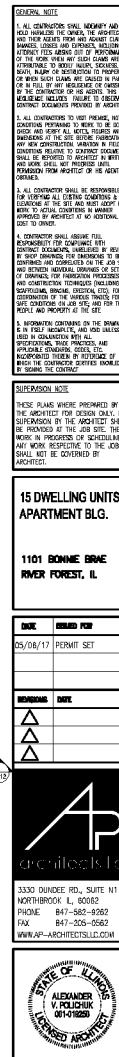
A2.02



PLAN NOTE:

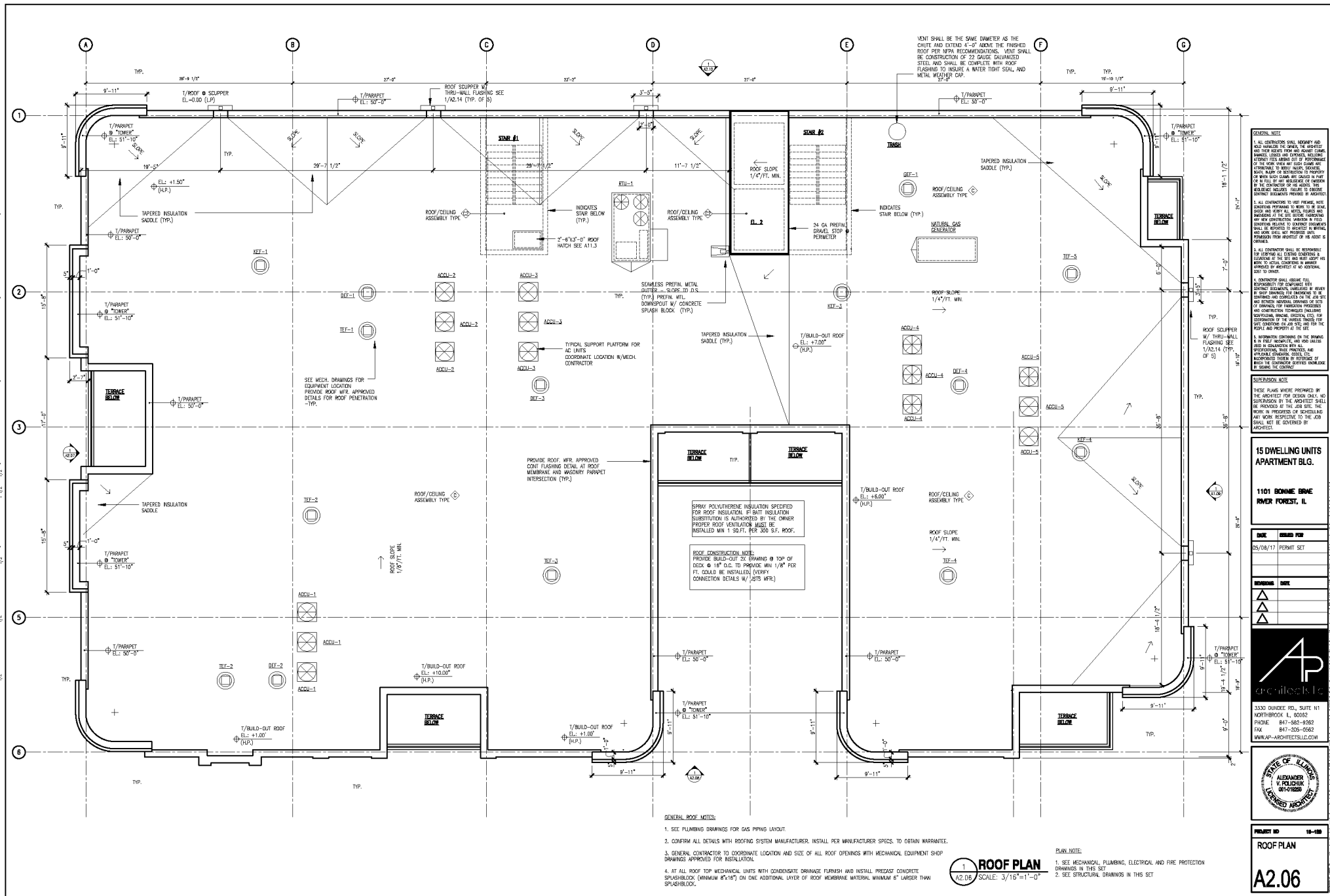
1. SEE MECHANICAL, PLUMBING, ELECTRICAL AND FIRE PROTECTION DRAWINGS IN THIS SET
2. SEE A0.02 FOR OCCUPANCY, EXITING SCHEDULE INFORMATION
3. SEE A0.06, A0.07 FOR ACCESSIBILITY NOTES AND DETAILS

A2.03



PROJECT NO. 18-108  
3-RD FLOOR  
PLAN  
**A2.04**

**A2.05**



**GENERAL NOTE**

1. ALL CONTRACTORS SHALL MAINTAIN AND PROTECT THE EXISTING ROOF, PARAPETS AND THEIR ASSEMBLY FROM ANY ADJACENT CONSTRUCTION. EXISTING ROOF SHALL BE PROTECTED BY A MINIMUM 2" TYPICAL DRAINAGE SYSTEM. ANY DAMAGE TO THE EXISTING ROOF SHALL BE REPAIRED BY THE CONTRACTOR AT THE COMPLETION OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE EXISTING ROOF AND SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO THE EXISTING ROOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE EXISTING ROOF AND SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO THE EXISTING ROOF.

2. ALL CONTRACTORS TO NOT PREPARE, NOTE CONTRACTOR'S WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE ROOFING SYSTEM MANUFACTURER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE EXISTING ROOF AND SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO THE EXISTING ROOF.

3. ALL CONTRACTORS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE EXISTING ROOF AND SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO THE EXISTING ROOF.

4. CONTRACTOR SHALL MAINTAIN THE EXISTING ROOF AND SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO THE EXISTING ROOF.

**SUPPLEMENTAL NOTE**

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**15 DWELLING UNITS APARTMENT BLDG.**

**1101 BOMME DRIVE RIVER FOREST, IL**

**DATE** 05/08/17 **DESIGN FOR** PERMIT SET

**REVISION**

**DATE**

**AP**  
architects llc

3330 DUNDAS RD., SUITE 111  
NORTHBROOK, IL 60062  
PHONE: 847-582-6980  
FAX: 847-582-0562  
WWW.AP-ARCHITECTS.LLC

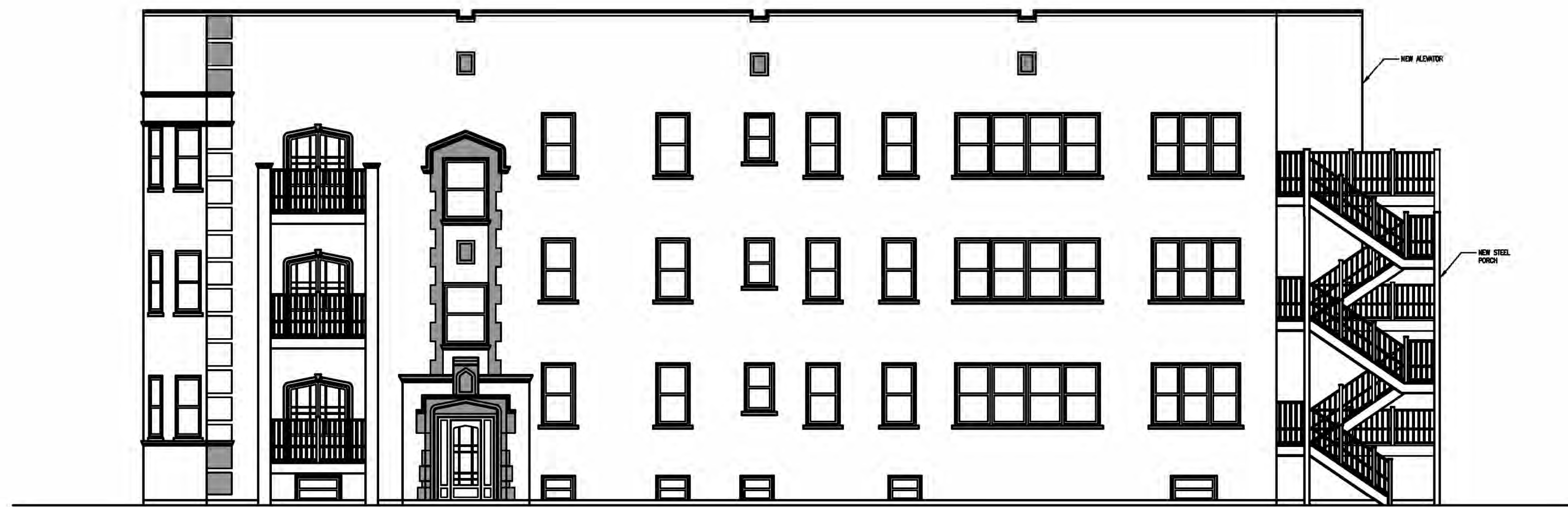
**STATE OF ILLINOIS**  
ALEXANDER V. POLJANSKI  
REGISTERED ARCHITECT

**PERMIT NO** 16-108

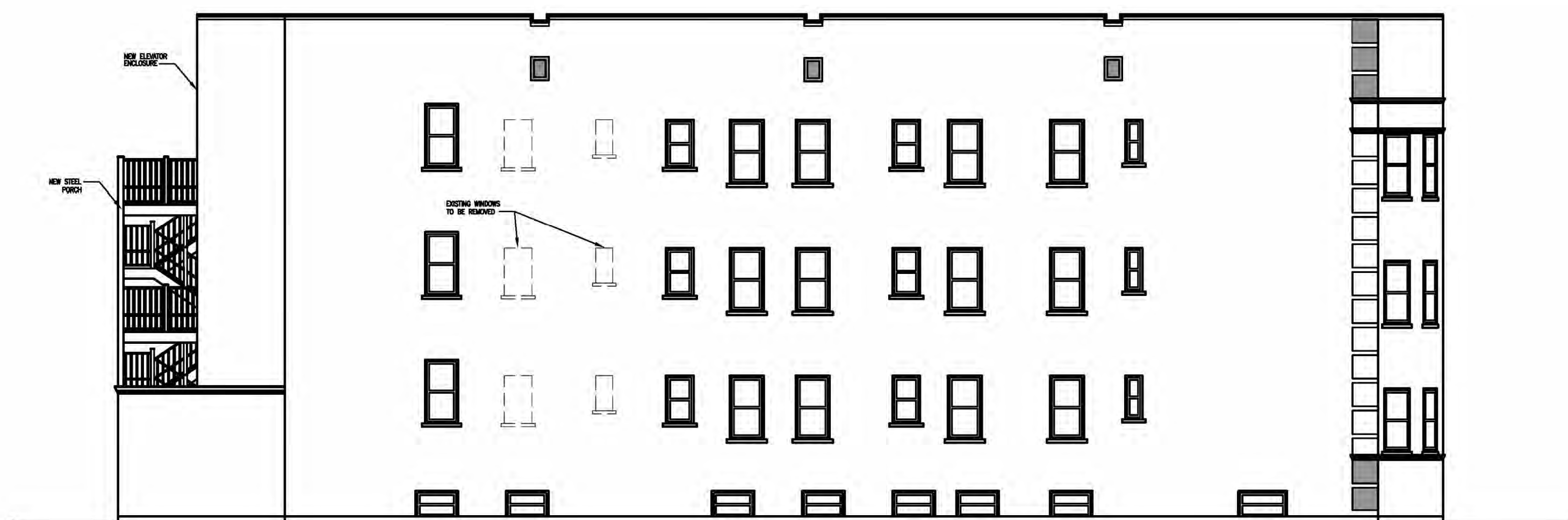
**ROOF PLAN**

**A2.06**

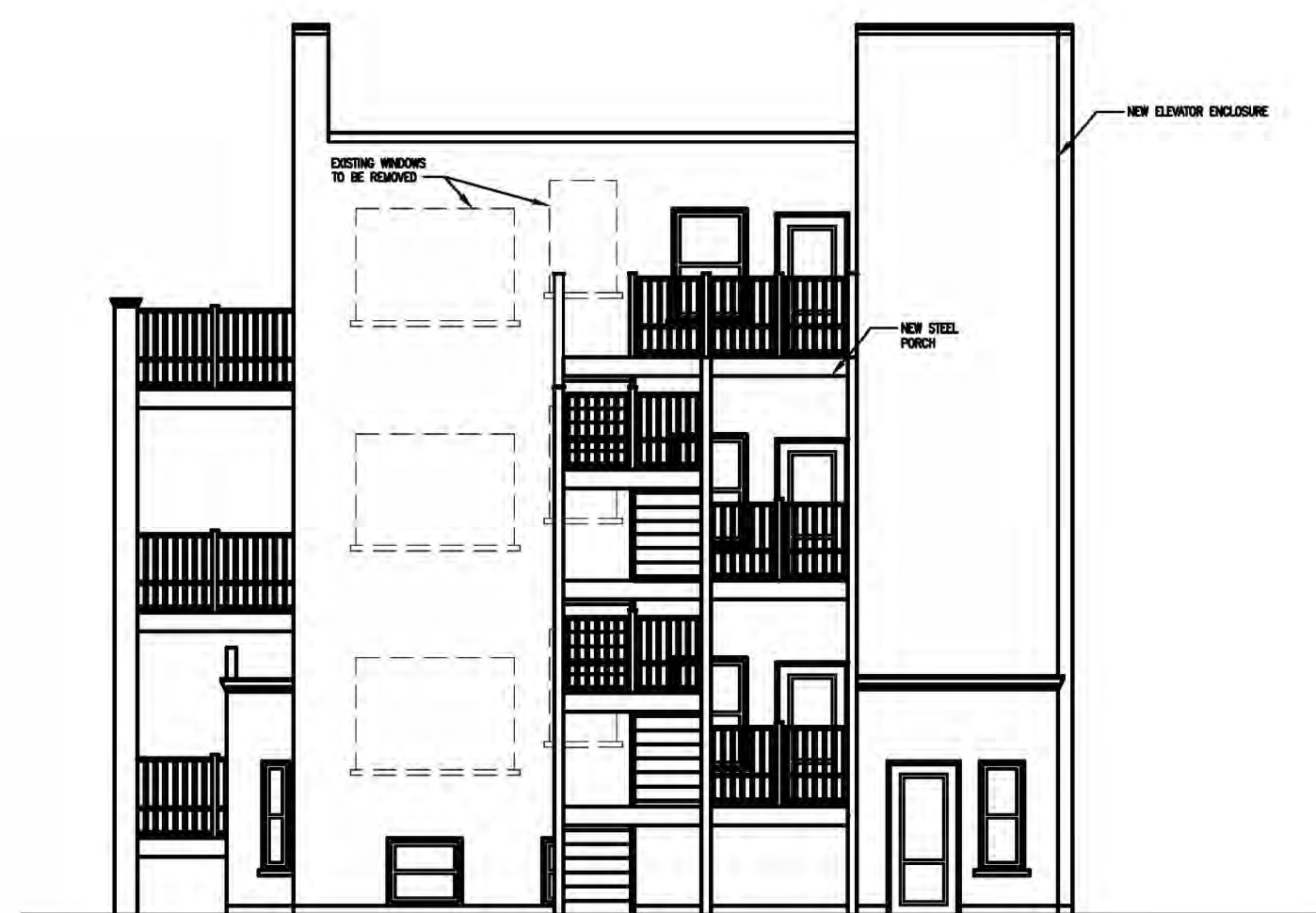




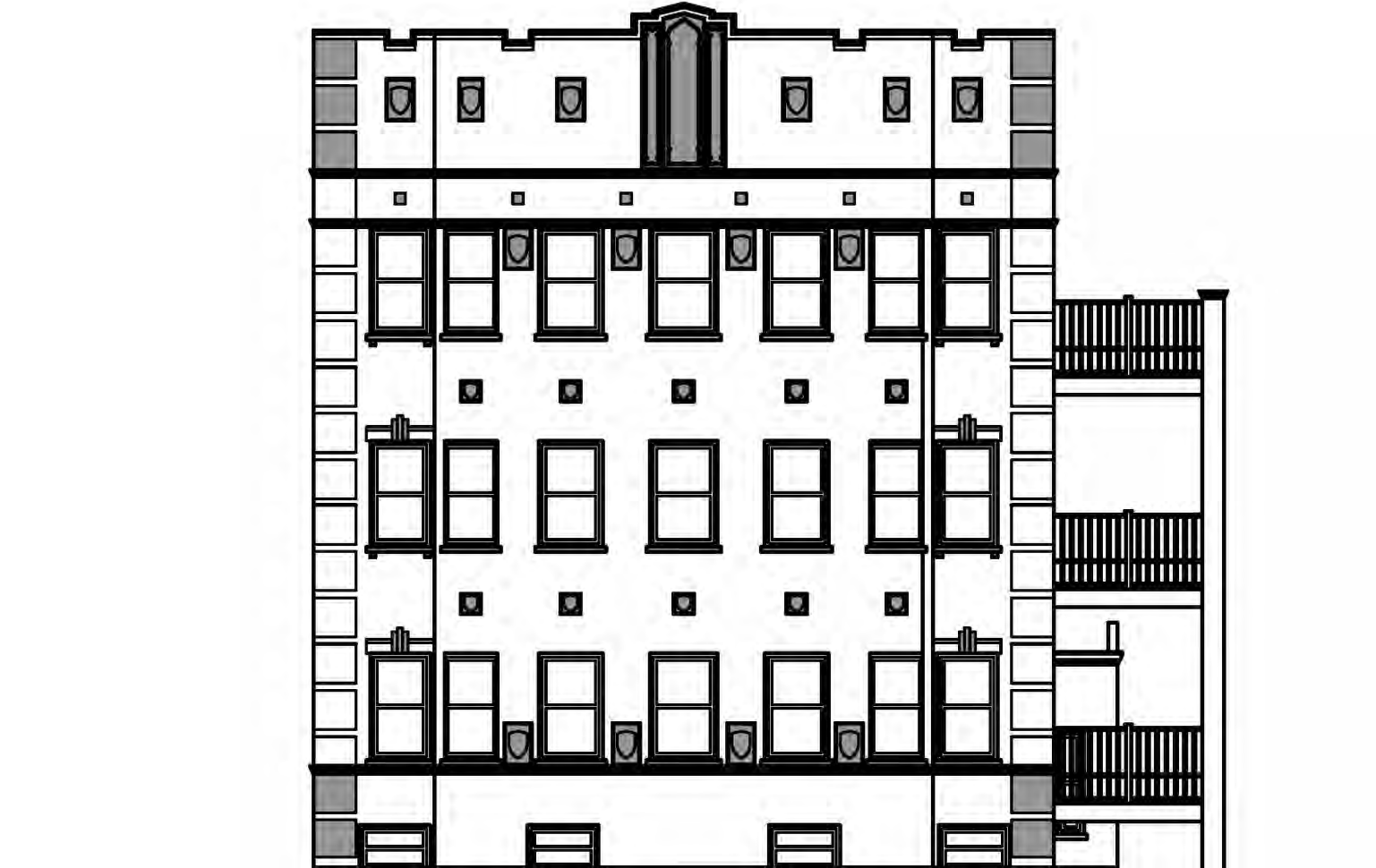
1 **SOUTH FACADE**  
A0.3 SCALE: 1/8"=1'-0"



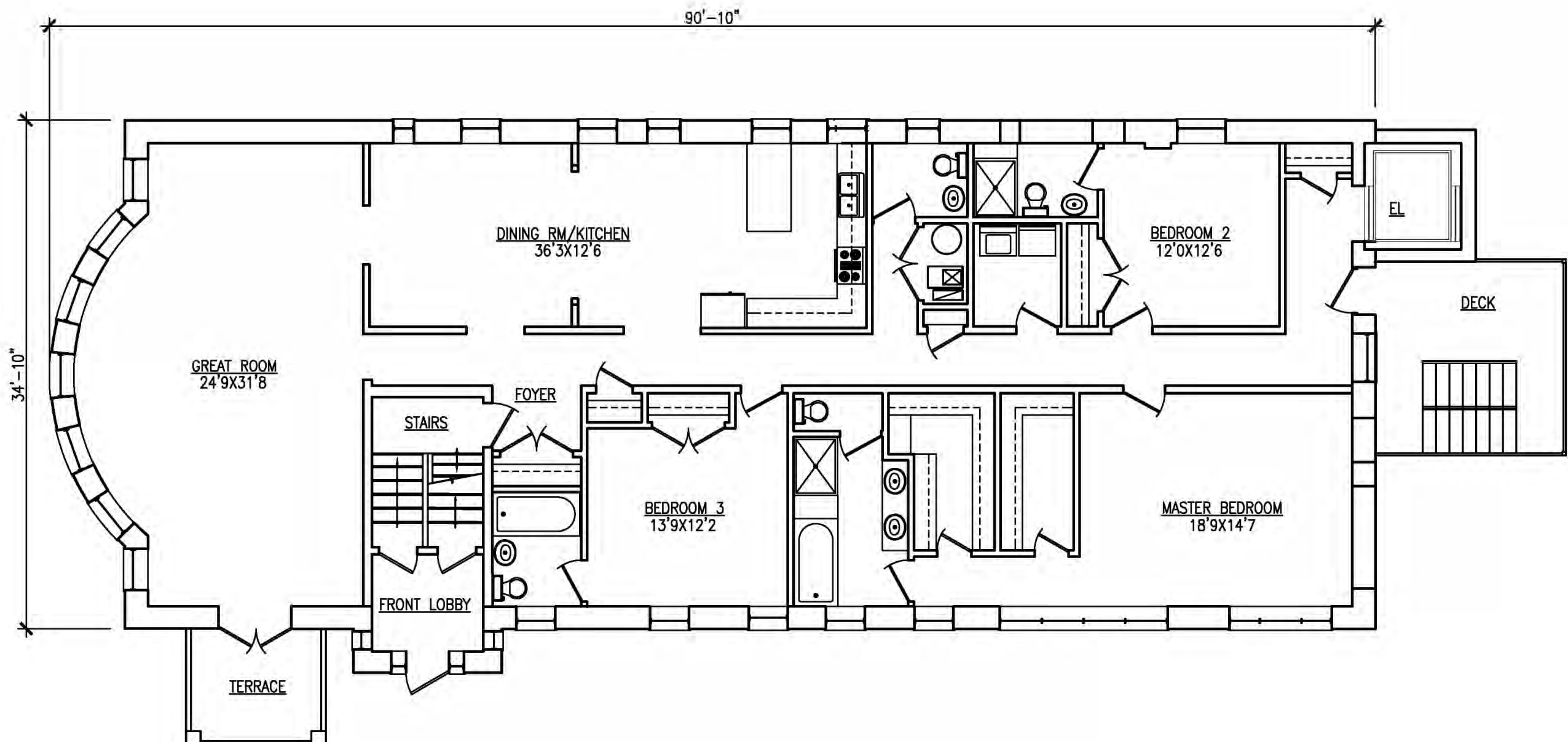
2 **NORTH FACADE**  
A0.3 SCALE: 1/8"=1'-0"



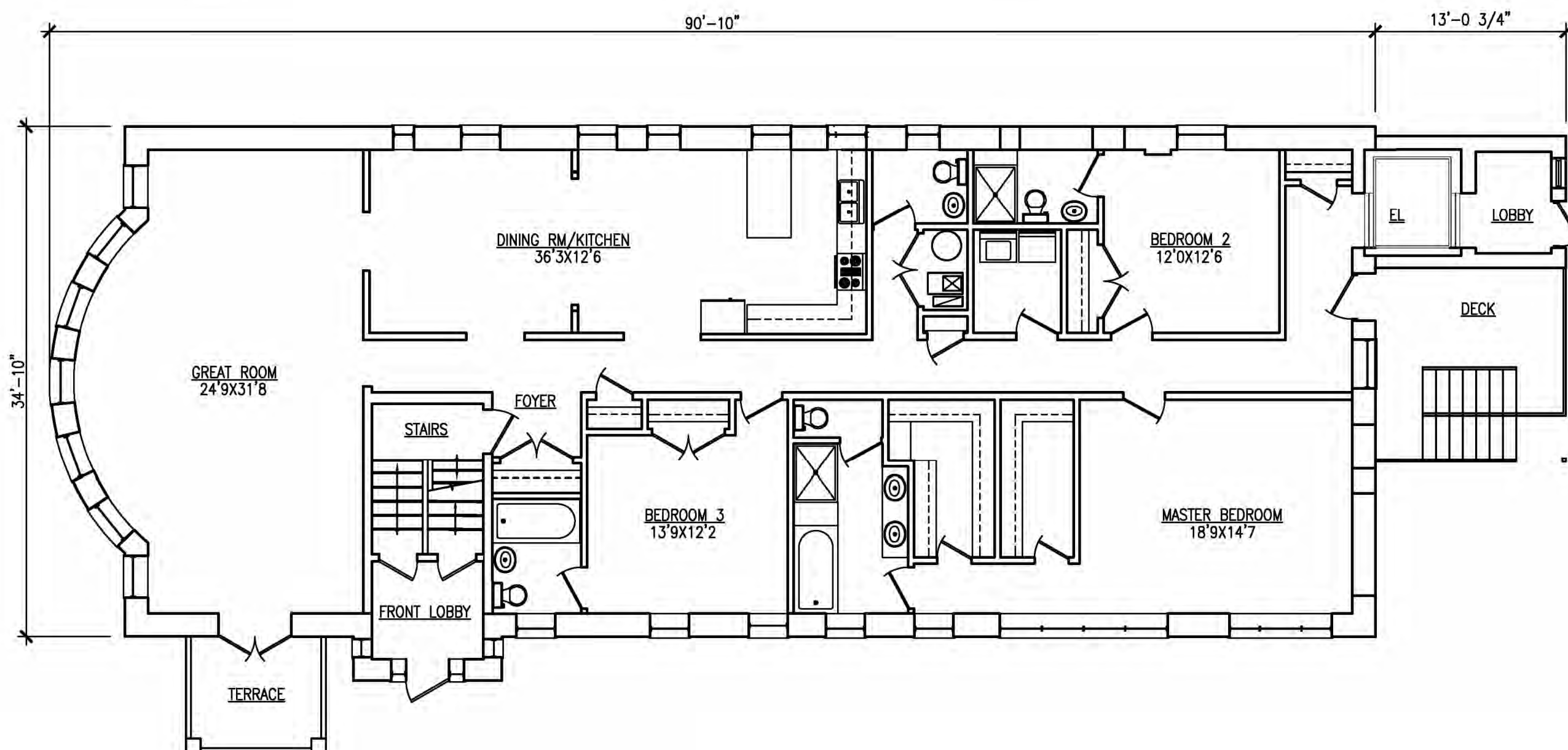
3 **EAST FACADE**  
A0.3 SCALE: 1/8"=1'-0"



4 **WEST FACADE**  
A0.3 SCALE: 1/8"=1'-0"



5 **TYPICAL SECOND AND THIRD FLOOR PLAN**  
A0.3 SCALE: 1/8"=1'-0"



6 **FIRST FLOOR PLAN**  
A0.3 SCALE: 1/8"=1'-0"

RESIDENTIAL UNIT AREAS

UNIT 1	-	2,900 S.F.
UNIT 2	-	2,900 S.F.
UNIT 3	-	2,900 S.F.

**GENERAL NOTE**

1. ALL CONTRACTORS SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, THE ARCHITECT AND THEIR AGENTS FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY FEES ARISING OUT OF PERFORMANCE OF THE WORK WHEN ANY SUCH CLAIMS ARE ATTRIBUTABLE TO BOTH MAJOR SLOTTING, DEATH, INJURY OR DESTRUCTION TO PROPERTY OR WHEN SUCH CLAIMS ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE OR OMISSION BY THE CONTRACTOR OR HIS AGENTS. THIS NEGLIGENCE INCLUDES FAILURE TO OBSERVE CONTRACT DOCUMENTS PROVIDED BY ARCHITECT.

2. ALL CONTRACTORS TO VISIT PREMISE, NOTE CONDITIONS PERTAINING TO WORK TO BE DONE, CHECK AND VERIFY ALL NOTES, FIGURES AND DIMENSIONS AT THE SITE BEFORE FABRICATING ANY NEW CONSTRUCTION. VARIATION IN FIELD CONDITIONS RELATIVE TO CONTRACT DOCUMENTS SHALL BE REPORTED TO ARCHITECT IN WRITING, AND WORK SHALL NOT PROCEED UNTIL PERMISSION FROM ARCHITECT OR HIS AGENT IS OBTAINED.

3. ALL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS & ELEVATIONS AT THE SITE AND MUST ADOPT HIS WORK TO ACTUAL CONDITIONS IN A MANNER APPROVED BY ARCHITECT AT NO ADDITIONAL COST TO OWNER.

4. CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR COMPLIANCE WITH CONTRACT DOCUMENTS, UNLESS BY REVIEW BY SHOP DRAWINGS, FOR DIMENSIONS TO BE CONFIRMED AND CORRELATED ON THE JOB SITE AND BETWEEN INDIVIDUAL DRAWINGS OR SETS OF DRAWINGS FOR FABRICATION PROCESSES AND CONSTRUCTION TECHNIQUES (INCLUDING SCAFFOLDING, BRACING, ERECTION, ETC.) FOR COORDINATION OF THE VARIOUS TRADES; FOR SAFE CONDITIONS ON JOB SITE AND FOR THE PEOPLE AND PROPERTY AT THE SITE.

5. INFORMATION CONTAINED ON THE DRAWING IS IN ITSELF INCOMPLETE, AND VOID UNLESS USED IN CONJUNCTION WITH ALL SPECIFICATIONS, TRADE PRACTICES, AND APPLICABLE STANDARDS, CODES, ETC. INCORPORATED THEREIN BY REFERENCE OF WHICH THE CONTRACTOR CERTIFIES KNOWLEDGE BY SIGNING THE CONTRACT.

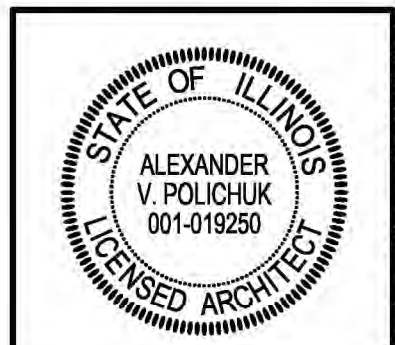
**SUPERVISION NOTE**

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20 DU NEW AND  
3 DU EXISTING  
APARTMENT BLDGS.  
  
1110 BONNIE BRAE  
RIVER FOREST, IL

DATE	ISSUED FOR
02/25/16	
REVISIONS	DATE
△	
△	
△	

**AP**  
architects llc  
3330 DUNDEE RD., SUITE N1  
NORTHBROOK IL, 60062  
PHONE 847-562-9262  
FAX 847-205-0562  
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PROJECT NO 15-180  
FLOOR PLANS  
BUILDING 2  
**A0.3**



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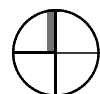
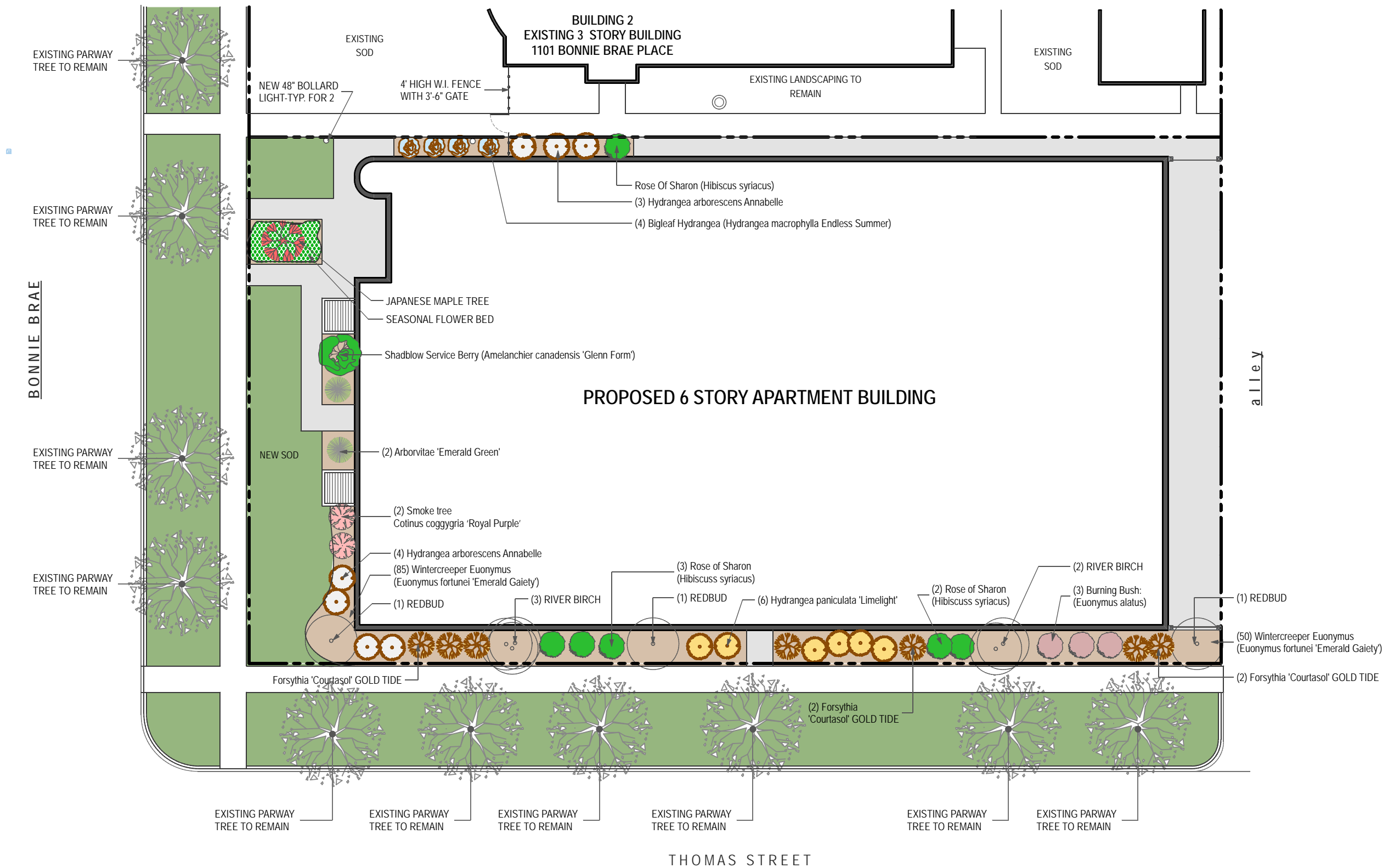
REVISED:	11/15/17
ISSUE FOR DEVELOPMENT	
REVIEW:	03/02/16
ISSUE FOR DEVELOPMENT	
REVIEW:	12/30/15
	Date

**20 DU APARTMENT**  
1110 Bonnie Brae.  
River Forest, Illinois

Sheet Title  
**LANDSCAPING PLAN**

# L1.1

Sheet No.

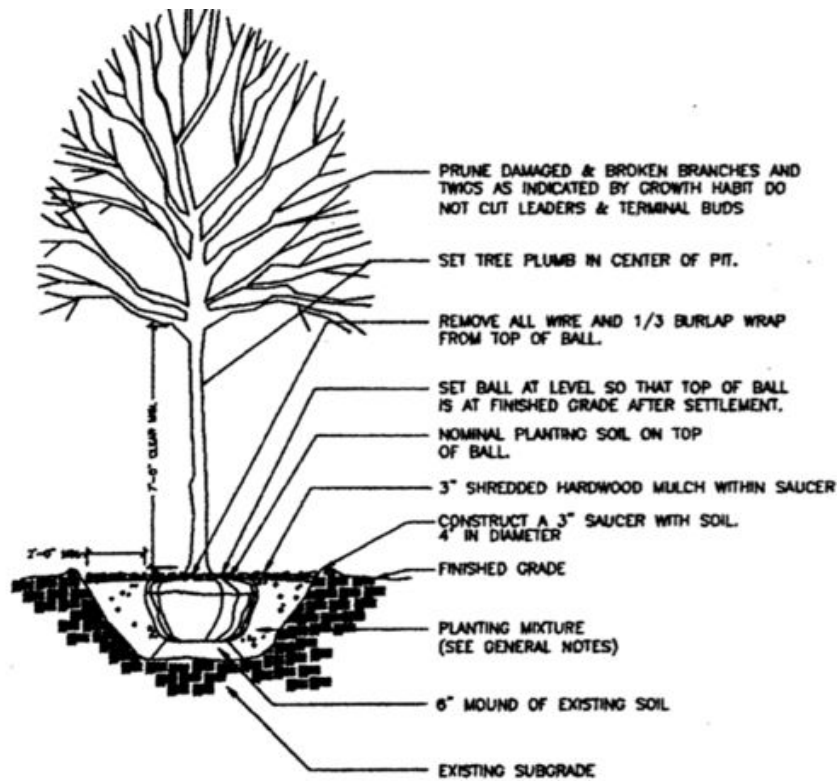


## PROPOSED LANDSCAPING PLAN

SCALE: 1" = 20'-0"

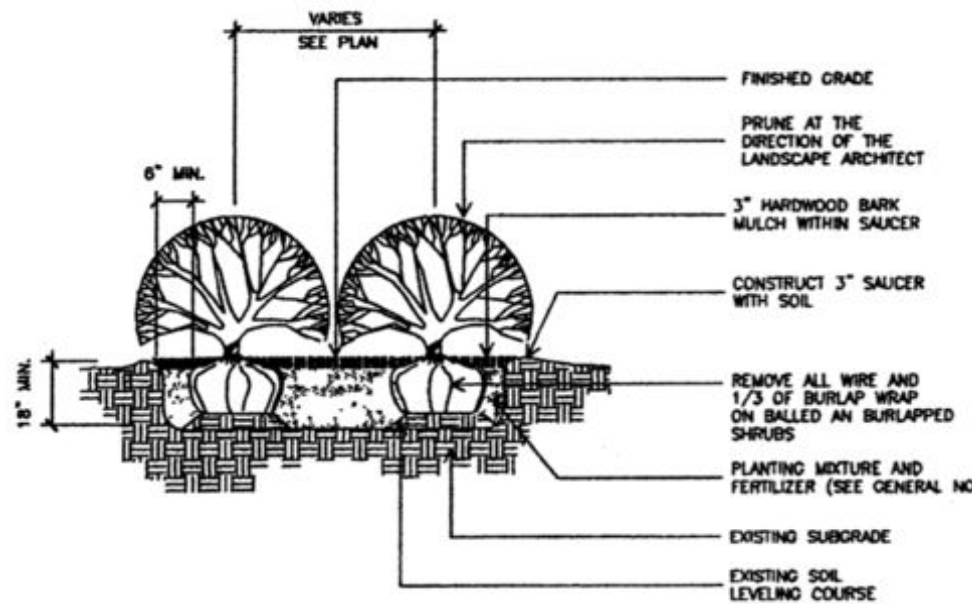






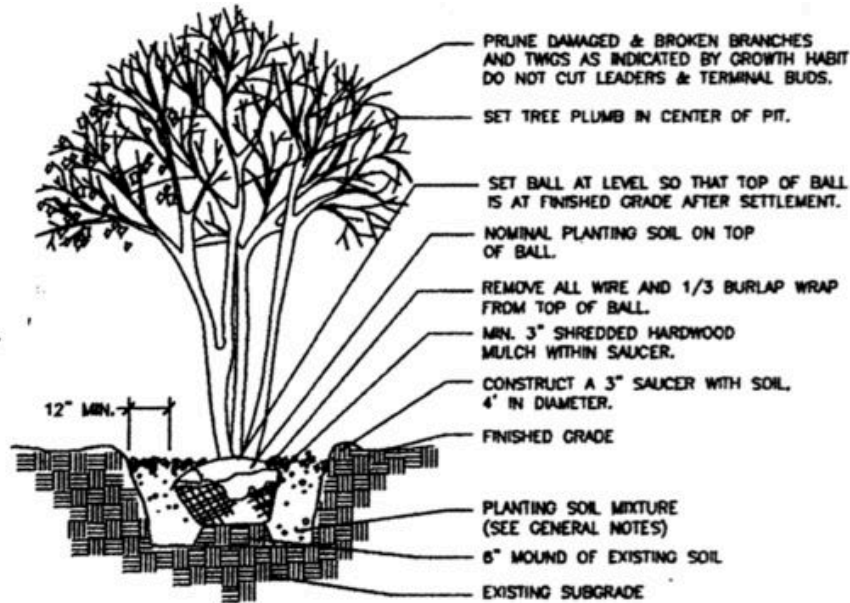
**1 Deciduous Tree Planting Detail**

No Scale



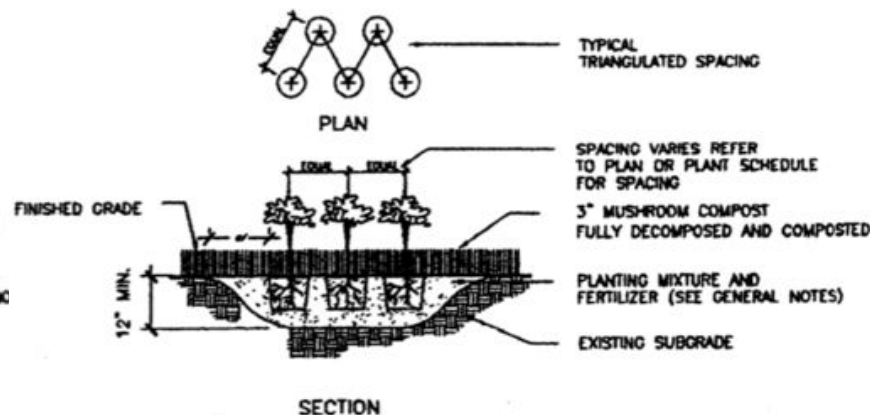
**3 Shrub Planting Detail**

No Scale



**2 Multi-Stem Tree Planting Detail**

No Scale



**4 Ground Cover Planting Detail**

No Scale

#### PLANTING SCHEDULE

LEGEND	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
<b>DECIDUOUS AND ORNAMENTAL TREES</b>				
CC	5	CERCIS CANADENSIS	EASTERN REDBUD	3" GAL
BN	1	BETULA NIGRA	RIVER BIRCH	3" GAL
<b>SHRUBS - ORNAMENTAL</b>				
HP	12	HYDRANGEA PANICULATA	PENICLE HYDRANGEA	3 gallon
HM	11	HYDRANGEA MACROPHYLLA 'NIKKO BLUE'	BIGLEAF HYDRANGEA	3 gallon
BS	41	BUXUS SEMPERVIRENS	BOXWOOD	30" spr.
CA	11	CALAMAGROSTIS x ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	30" ht.

#### GENERAL NOTES:

1. PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES CONTRACTOR SHALL NOTIFY J.U.L.L.E. TO DETERMINE THE LOCATION OF ANY UNDERGROUND UTILITIES WHICH MAY AFFECT PROPOSED SITE WORK.

2. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES, OBSTACLES AND/OR PROBLEMS.

3. VERIFICATION OF DIMENSIONS AND GRADES, BOTH EXISTING AND PROPOSED, SHALL BE THE CONTRACTOR'S RESPONSIBILITY PRIOR TO COMMENCEMENT OF WORK. THE CONTRACTOR SHALL NOTIFY THE OWNER OF ANY DISCREPANCIES.

4. ALL SURFACE DRAINAGE SHALL BE DIRECTED AWAY FROM STRUCTURES. SURFACE DRAINAGE SHALL BE DIRECTED TO EXISTING CATCH BASINS DESIGNATED FOR THE COLLECTION OF SURFACE RUN-OFF.

5. CONTRACTOR SHALL NOTIFY OWNER OF ANY UNDESIRABLE DRAINAGE CONDITIONS AND RECOMMEND SUITABLE SOLUTIONS, WHERE NECESSARY TO ACHIEVE PROPER DRAINAGE. UNDER DRAINAGE FOR TREE PITS SHALL BE INSTALLED AT THE DIRECTION OF THE LANDSCAPE ARCHITECT.

6. LANDSCAPE CONTRACTOR SHALL REPAIR IN KIND ALL AREAS DAMAGED AS A RESULT OF LANDSCAPE OPERATIONS.

7. ALL TREE AND SHRUB BEDS TO RECEIVE A MINIMUM 4" OF SHREDDED HARDWOOD MULCH.

8. ALL SODDED LAWN TO BE PLACED ON 4" DEPTH OF TOPSOIL.

9. SIZES SHOWN ON PLANTING PLAN ARE MINIMUM ACCEPTABLE SIZES.

10. LANDSCAPE CONTRACTOR SHALL WARRANT ALL TREES, SHRUBS, VINES AND GROUNDCOVERS UNDER THIS CONTRACT WILL BE HEALTHY AND IN FLOURISHING CONDITION OF ACTIVE GROWTH ONE YEAR FROM DATE OF FINAL ACCEPTANCE.

11. SOIL TO BE USED FOR THE PLANTING MEDIUM FOR THE PROJECT SHALL BE FERTILE, WELL DRAINED, OF UNIFORM QUALITY, FREE OF STONES OVER 1" IN DIAMETER, STICKS, OILS, CHEMICALS, PLASTER, CONCRETE AND OTHER DELETERIOUS MATERIALS.

12. THE LANDSCAPE CONTRACTOR SHALL PREPARE PLANTING BEDS BY ADDING SOIL AMENDMENTS TO TOPSOIL MIX IN THE FOLLOWING QUANTITIES: TOPSOIL MIX FOR TREES AND SHRUBS SHALL BE THREE (3) PARTS TOPSOIL, ONE (1) PART PEAT, AND ONE (1) PART SAND. TOPSOIL MIX FOR PERENNIALS, BULBS, AND GROUND COVERS SHALL BE THREE (3) PARTS TOPSOIL, ONE (1) PART SAND AND TWO (2) PARTS DECOMPOSED MUSHROOM COMPOST. SOIL SHALL MEET THE FOLLOWING REQUIREMENTS: SOIL COMPOSITION---45-77% SILT, 0-25% CLAY, 25-33% SAND; SOIL ACIDITY: PH 6.0-7.0; SOIL ORGANIC CONTENT: THREE (3) TO FIVE (5) PERCENT.

13. ALL PLANTS TO BE BALLED IN BURLAP OR CONTAINER GROWN AS SPECIFIED ON PLANTING PLAN. ALL PLASTIC ROOT WRAPPING MATERIAL AND METAL WIRE BASKETS SHALL BE REMOVED.

14. LANDSCAPE CONTRACTOR SHALL STAKE THE LOCATION OF ALL TREES AND PLANTING BED LINES AND HAVE LAYOUT APPROVED BY LANDSCAPE ARCHITECT/OWNER PRIOR TO PLANTING.

15. WATER ALL PLANTS IMMEDIATELY AFTER PLANTING. FLOOD PLANTS TWICE DURING FIRST TWENTY-FOUR HOUR PERIOD AFTER PLANTING.

16. ALL NEW AND TRANSPLANTED PLANTS TO BE SPRAYED WITH AN ANTI-DESICCANT WITHIN TWENTY FOUR HOURS AFTER PLANTING. ANTI-TRANSPIRANT SHALL BE EQUAL TO "MULTIPLUF."

17. ALL MUD SHALL BE REMOVED FROM ALL TIRES BEFORE LEAVING THE SITE AND ROADS SHALL BE KEPT CLEAR OF MUD AND DEBRIS AT ALL TIMES.

18. LONG TERM WATERING OF EACH TOWNHOME GREEN SPACE WILL BE BY INDIVIDUAL HOME OWNERS AND COMMON AREAS BY THE TOWNHOME ASSOCIATION.

NOTE:  
ALL PRUNING MUST BE DONE AFTER PLANTING AND AT THE DIRECTION OF THE LANDSCAPE ARCHITECT.  
REMOVE ENOUGH BRANCHES (NOT JUST END TIPS) TO REDUCE FOLIAGE, RETAIN NATURAL CHARACTER AND GENERAL SHAPE OF TREE. TOP OF BALL SHALL BE AT THE SAME ELEVATIONS AS FINISHED GRADE.

WHEN SOIL CONDITIONS ARE ENCOUNTERED WITH POOR DRAINAGE, NOTIFY LANDSCAPE ARCHITECT, ELABORATE AND PREPARE RECOMMENDATIONS FOR SOLUTION TO PROBLEM.

john conrad schiess architect

400 Ashland Avenue River Forest, Illinois 60305  
tel. 708.366.1500  
john@jcsarchitect.com

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ISSUE FOR DEVELOPMENT  
REVIEW: 12/30/15  
Date

20 DU APARTMENT  
1110 Bonnie Brae.  
River Forest, Illinois

Sheet Title  
LANDSCAPING DETAILS +  
+ GENERAL NOTES +  
PLANTING SCHEDULE

L1.2

Sheet No.

**TAB 6**

**DRAFT CONDOMINIUM DECLARATIONS**

**DRAFT GUEST PARKING AGREEMENT**

**DECLARATION OF CONDOMINIUM OWNERSHIP**  
**PURSUANT TO THE ILLINOIS CONDOMINIUM PROPERTY ACT**  
**1101 BONNIE BRAE PLACE CONDOMINIUM**

Address of Property: 1101-1107 Bonnie Brae Place, River Forest, Illinois 60305

Permanent Index Numbers: 15-01-403-020-0000  
15-01-403-021-0000 (UNDERLYING)

Instrument Prepared By and Return To:

Rick J. Erickson  
716 Lee Street  
Des Plaines, IL 60016  
(847) 390-0100

**DECLARATION OF CONDOMINIUM OWNERSHIP**  
**PURSUANT TO THE ILLINOIS CONDOMINIUM PROPERTY ACT**  
**1101 BONNIE BRAE PLACE CONDOMINIUM**

This Declaration of Condominium Ownership (this "Declaration") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by BONNIE BRAE CONSTRUCTION, LLC (hereinafter collectively referred to as "Owner"):

W I T N E S S E T H:

WHEREAS, Owner is the owner in fee simple of certain real estate, hereinafter described, in Chicago, Cook County, Illinois; and

WHEREAS, Owner intends to, and does hereby submit such real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in any way pertaining thereto, to the provisions of the Illinois Condominium Property Act; and

WHEREAS, Owner desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself and all future owners of any part of said real estate, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the real estate and all units; and

WHEREAS, Owner desires and intends that the several unit owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the Property (as hereinafter defined) shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW, THEREFORE, Owner DECLARES as follows:

1. Definitions. Certain words and terms used in this Declaration are defined as follows:
  - (a) Act: The Condominium Property Act of the State of Illinois, as amended from time to time.
  - (b) Association: The Association of all the Unit Owners acting pursuant to the By-Laws, as amended, through its duly elected Board.
  - (c) Board: The board of managers of the Association as constituted at any time and from time to time. In the event the Association is incorporated, the Board shall mean the Board of Directors of the incorporated Association.
  - (d) Building: All structures, attached or unattached, containing one or more Common Elements.
  - (e) By-Laws: The By-Laws of the Association.

(f) Common Elements: All portions of the Property except the Units, including without limiting the generality of the foregoing, the Parcel, roofs, exterior walls, structures, and structural parts of the improvements on the Parcel, wherever located.

(g) Common Expenses: The proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board.

(h) Condominium Instruments: All documents and authorized amendments thereto Recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and Plat.

(i) Developer: **BONNIE BRAE CONSTRUCTION, LLC**, or such other persons or entities as Owner may from time to time designate.

(j) First Mortgagee: The holder of a note secured by a bona fide first mortgage or first trust deed covering any portion of the Property.

(k) Limited Common Elements: That part of the Common Elements contiguous to and serving a single Unit exclusively as an inseparable appurtenance thereto, including specifically such portions of the perimeter walls, floors and ceilings, windows, doors, and all fixtures and structures therein which lie outside the Unit boundaries, pipes, ducts, flues, shafts, electrical wiring or conduits or other system or component part thereof which serve a Unit exclusively to the extent such system or component part is located outside the boundaries of a Unit, and balconies, storage areas, parking spaces, storage units and areas with roof rights, which have been designated on the Plat as Limited Common Elements, if any.

(l) Maintenance Fund: All monies collected or received by the Association pursuant to the provisions of the Condominium Instruments.

(m) Majority of Unit Owners: The owners of more than 50% in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership.

(n) Occupant: A person or persons, other than a Unit Owner, in possession of a Unit.

(o) Parcel: The lot or lots, tract or tracts of land, submitted to the provisions of the Act pursuant to the Declaration, as amended.

(p) Person: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(q) Plat: A plat or plats of survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, which shall consist of a three dimensional horizontal and vertical delineation of all such Units and such other data as may be required by the Act.

(r) Property: All land, property and space comprising the Parcel, all improvements and structures erected constructed or contained therein or thereon, including the Building and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit and enjoyment of the Unit Owners, submitted to the provisions of the Act.

(s) Record: To record in the Office of the Recorder of Deeds of Cook County, Illinois.

(t) Reserves: Those sums paid by Unit Owners which are separately maintained by the Board for purposes specified by the Board or the Condominium Instruments.

(u) Unit: Any part of the Property designed and intended for any type of independent use and which is designated on the Plat as a Unit.

(v) Unit Owner: The person or persons whose estates interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

2. Legal Description of Parcel. The Parcel hereby submitted to the provisions of the Act is legally described as follows:

**Legal Description:**

**LOTS 15 AND 16 IN GREY AND BRAESE'S RESUBDIVISION OF BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1, 8, 9, 10, 11, 14, 15 AND 16 IN BOGU'S ADDITION TO OAK PARK BEING A SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ AND THE EAST 1/3 OF THE WEST ½ OF SAID SOUTHEAST ¼ OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

**Commonly known as: 1101-1107 Bonnie Brae Place, River Forest Illinois 60305**  
**P.I.N.'s (undivided and underlying): 15-01-403-020-0000**  
**15-01-403-021-0000**

3. Description of Units. All Units are delineated on the Plat attached hereto as Exhibit D and made a part of this Declaration. Said Units are legally described on Exhibit A attached hereto and made a part hereof. The legal description of each Unit shall include the identifying number or symbol of such Unit as shown on the Plat. In the event that the Building located on the Parcel was not wholly completed, or the structural components of the Building constituting all the Unit boundaries were not then in place when Exhibit D was prepared, Owner reserves the right to, and shall cause to be Recorded when all of said structural components are in place, an amended Plat showing the actual locations and dimensions of the boundaries of those Units in the Building that are completed after the date Exhibit D was prepared. Whenever in this Declaration the term Plat or Exhibit D appears, it shall be deemed to include such amended Plat as shall be hereafter recorded pursuant to this Section.

4. Use and Ownership of the Common Elements. (a) The use of the Common Elements and the right of the Unit Owners with respect thereto shall be subject to and governed by the Act, the Condominium Instruments and the rules and regulations of the Board.

(b) Each Unit Owner shall own an undivided interest in the Common Elements, pursuant to the percentages set forth in Exhibit B attached hereto and made a part hereof, as a tenant in common with all the other Unit Owners. Except for the Limited Common Elements, each Unit Owner, his agents, permitted Occupants, family members and invitees shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence and such other incidental uses permitted by the Condominium Instruments, which right shall be appurtenant to, and run with, his Unit. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving only his Unit, the Limited Common Elements



access to which is available through his or her Unit as designated on Exhibit D. The right to the exclusive use and possession of the Limited Common Elements as aforesaid shall be appurtenant to and run with the Unit of such Unit Owner. Limited Common Elements may not be transferred between or among Unit Owners.

5. Encroachments and Easements. (a) If any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any portion of any Unit encroaches upon any part of any other Unit as a result of the construction, repair, reconstruction, settlement or shifting of the Building, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit or Common Elements so encroaching so long as all or any part of the Building containing such Unit or Common Elements so encroaching shall remain standing; provided, however, that after the date this Declaration is recorded, a valid easement for an encroachment shall in no event be created in favor of any owner of a Unit other than the Owner or in favor of the owners of the Common Elements if such encroachment occurred due to the willful conduct of such owner or owners.

(b) Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits, wires and equipment over, under, along and on any part of the Common Elements, as they exist on the date any Parcel is submitted to the Act.

(c) Upon approval by at least 75% of the Unit Owners, portions of the Common Elements may be dedicated to a public body for purposes of streets or utilities. Where such a dedication is made, nothing in the Act or any other law shall be construed to require that the real property taxes of every Unit must be paid prior to recordation of the dedication. Upon approval by a Majority of the Unit Owners, an easement may be granted for the laying, maintenance, and repair of cable television cable. Upon approval by a Majority of the Unit Owners, an easement may be granted to a governmental body for construction, maintenance, and repair of a project for protection against water damage or erosion. Any action pursuant to this subparagraph (c) must be taken at a meeting of Unit Owners duly called for that purpose.

(d) The Developer, its contractors and subcontractors, and their respective agents and employees shall have an easement for ingress, egress, and access to and throughout the Property to conduct any and all activities deemed necessary by the Developer in performance of its work, and as may be required in connection with, the construction and equipping of the improvements on the Parcel, which easement shall continue at the Developer's discretion for two (2) years following the date of the election of the Initial Board of Managers. In connection therewith, the Developer, its contractors and subcontractors, and their respective agents and employees shall have the right to take into and through and maintain on the Property all material and equipment required in connection with such construction and equipping, and to temporarily suspend operation of entrances, doors, corridors, and other Common Elements without liability to any Unit Owner or Occupant; provided, however, that at all times Unit Owners and Occupants shall have reasonable access to their respective Units and Limited Common Elements, and the Developer shall cause as little inconvenience to Unit Owners and Occupants as is reasonably possible under the circumstances. The Developer shall promptly repair any damage caused to the Common Elements or any Unit in connection with the exercise of its rights and easements under this subparagraph.

(e) A blanket easement over the Property is hereby granted in favor of the Association for the purpose of exercising its rights and performing its duties under this Declaration. The authorized representatives of the Association or the Board, or of the manager or managing agent for the Property, and any suppliers of water, utility, or cable television or similar entertainment services to the



Property shall be entitled to reasonable access to, over, and through the individual Units as may be required in connection with the operation, maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities, or fixtures affecting or serving other Units or the Common Elements, or to service and take readings of any utility meters located within a Unit.

(f) A pedestrian ingress and egress easement over the NORTH 3'-8" feet of the EAST 105 feet of LOT 15 is hereby created for the benefit of the occupants of 1111 Bonnie Brae Place, their guests, employees, contractors and any other individual having a right of entry into 1111 Bonnie Brae Place building.

(g) A vehicular and pedestrian ingress and egress easement over the EAST 10 feet of LOT 15 and LOT 16 is hereby created for the benefit of the occupants of 1111 Bonnie Brae Place, their guests, employees, contractors and any other individual having a right of entry into 1111 Bonnie Brae Place building.

(h) All easements and rights described herein are easements appurtenant, running with the Parcel, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said Parcel, or any part or portion thereof.

6. Pipes, Wires, etc. All pipes, wires, ducts, flues, chutes, conduits, public utility lines (to the outlets), and structural components located in or running through a Unit and serving more than one Unit or another Unit or serving, or extending into, the Common Elements, or any part thereof, shall be deemed part of the Common Elements, but shall not be deemed to be Limited Common Elements. No Unit Owner may take any action which would interfere with the ability of the Association to repair, replace or maintain said Common Elements as provided herein.

7. Lease of Units or Sublease or Assignment of Lease Thereof. Any Unit Owner shall have the right to lease, or permit a subsequent sublease or assignment of all (but not less than all) of his Unit upon such terms and conditions as the Unit Owner may deem acceptable, except that no Unit shall be leased, subleased or assigned for transient or hotel purposes, which are hereby defined as being for a period of less than thirty (30) days or for a period of more than thirty (30) days where hotel services normally furnished by a hotel (such as room service and maid service) are furnished. Any such lease, sublease or assignment shall be in writing, a copy of which must be delivered to the Association not later than the date of occupancy or 10 days after the lease is signed, whichever occurs first, and shall provide that the lease, sublease or assignment shall be subject to the terms of this Declaration and that any failure of the lessee, sublessee or assignee to comply with the terms of this Declaration shall be a default under the lease, sublease or assignment. The Unit Owner making any such lease, or permitting such sublease or assignment shall not be relieved thereby from any of his obligations under the Declaration. In addition to any other remedies, by filing an action jointly against the Unit Owner and the lessee, sublessee or assignee, the Association may seek to enjoin a lessee, sublessee or assignee from occupying a Unit or seek to evict a lessee, sublessee or assignee under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-Unit Owner to comply with the leasing requirements prescribed by this Section or by the Declaration, By-Laws, and rules and regulations.

8. Association. (a) The Owner, prior to the first annual meeting of Unit Owners, or the Association, thereafter, may cause the formation of an Illinois not-for-profit corporation for the purpose of facilitating the administration and operation of the Property and to act as the Association.

(b) Whether or not the Association is incorporated,

(1) Each Unit Owner shall be a member of such Association, which membership shall terminate upon the sale or other disposition by such member of his Unit, at which time the new Unit Owner shall automatically become a member therein;

(2) The provisions of Exhibit C of this Declaration shall be adopted as the initial By-Laws of such Association; and

(3) The name of such Association shall be "1101 Bonnie Brae Place Condominium Association", or a similar name.

9. Insurance, Repair and Reconstruction. (a) The Association shall acquire and pay for out of the Maintenance Fund herein provided for, the following:

(1) Such insurance as the Association is required to obtain under the provisions of the Act and such other insurance as the Association deems advisable in the operation, and for the protection, of the Common Elements and the Units. The Association shall also comply with the insurance requirements of the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal National Mortgage Association ("FNMA"), the U.S. Department of Housing and Urban Development ("HUD"), the Federal Housing Authority ("FHA") or the Veteran's Administration ("VA") to the extent that: (x) such agency is a mortgagee, assignee of a mortgagee, or an insurer or guarantor of a first mortgage with respect to any Unit and the Association is so notified thereof; and (y) such agency's requirements do not conflict with those contained in the Act. Any losses under such policies of insurance shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration and the Act.

The Association may engage the services of any bank or trust company authorized to do business in Illinois to act as trustee or agent on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provisions of this Declaration. In the event of any loss resulting in the destruction of the major portion of one or more Units, occurring after the first annual meeting of the Unit Owners is held pursuant to the provisions of the By-Laws, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed. The fees of such corporate trustee shall be Common Expenses.

Each Unit Owner, other than the Owner, shall notify the Association in writing of any material additions, alterations or improvements to his Unit and such Unit Owner shall be responsible for any deficiency in any insurance loss recovery resulting from his failure so to notify the Association. The Association shall use its reasonable efforts to obtain insurance on any such additions, alterations or improvements if such Unit Owner requests it to do so and if such Unit Owner shall make arrangements satisfactory to the Association to reimburse it for any additional premiums attributable thereto; and in the absence of insurance on such additions, alterations or improvements, the Association shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. All such policies of insurance shall contain standard mortgage clause endorsements in favor of the mortgagee of each Unit and shall provide that such policies shall not be terminated, canceled or substantially modified without at least thirty (30) days' prior written notice to the mortgagee of each Unit.

(2) Comprehensive public liability and property damage insurance in such limits as the Association shall deem desirable provided that such limit shall not be less than \$1,000,000.00 per occurrence, for personal injury and/or property damage, insuring the Association, the members of the Board, the managing agent, if any, and their respective agents and employees, and the

Unit Owners from any liability in connection with the Property. Such policy shall provide that the insurance coverage shall not be canceled or substantially modified without at least thirty (30) days' written notice to the Association.

(3) Such other forms of insurance as the Association shall elect to effect including such Workmen's Compensation insurance, as may be necessary to comply with applicable laws.

(4) Fiduciary insurance coverage to protect against dishonest acts on the part of all officers, employees or other persons who either handle or are responsible for funds held or administered by the Association, if such insurance is mandated by law or if the Association shall elect to effect it. Such insurance coverage shall name the Association as an insured or obligee and shall be in an amount at least equal to the maximum amount of funds that will be in the custody of the Association plus Reserves.

(5) In the event FHLMC, FNMA, HUD, FHA or VA is a mortgagee, an assignee of a mortgagee, or an insurer or guarantor of a first mortgage with respect to any Unit and the Association is so notified, a fidelity bond or bonds (or insurance coverage if acceptable to such of FHLMC, FNMA, HUD, FHA or VA as are then a mortgagee or an assignee of a mortgagee) to protect against dishonest acts on the part of the officers, directors, trustees and employees of the Association and all others who handle, or are responsible for handling, funds of the Association. Such bond or bonds shall name the Association as an obligee and shall be in an amount at least equal to 150% of the estimated annual Common Expenses including Reserves, unless a higher amount is required by the FHLMC, FNMA, HUD, FHA or VA, in which case the bond or bonds shall be in the higher amount. Such bond or bonds shall contain a waiver of defense based upon the exclusion of persons who serve without compensation from the definition of "employee."

(b) Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Association, and the cost of any appraisal which the Association deems advisable in connection with any insurance, shall be Common Expenses.

(c) The Association shall secure insurance policies that will provide for the following:

(1) with respect to the insurance provided for in Subparagraph (a)(2) of this Paragraph, for coverage of cross liability claims of one insured against another and to preclude the insurer's denial of a Unit Owner's claim because of negligent acts of the Association or of other Unit Owners; and

(2) a waiver of any rights to subrogation by the insuring company against any named insured.

(d) The Association may, but shall not be required to, secure policies providing:

(1) with respect to the insurance provided for in Subparagraph (a)(1) of this Paragraph, that the policy cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual Unit Owners; and

(2) with respect to the insurance provided for in Subparagraph (a)(1) of this Paragraph, that the insurer shall not have the option to restore the Property, if the Property is sold or removed from the provisions of the Act.

(e) Each Unit Owner shall be responsible for insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner which are contained in a Unit and not a part of the Unit, and not insured pursuant to Subparagraph 9(a)(1) hereof, and insurance for his personal liability to the extent not covered by insurance maintained by the Association.

(f) Upon the cancellation of any policy of insurance which the Association is required to obtain hereunder, the Association shall notify each party insured thereunder of such cancellation.

(g) in the event of fire or other disaster, the insurance proceeds, if sufficient to reconstruct the Building, shall be applied to restore the Building to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and Common Elements to have the same vertical and horizontal boundaries as before the fire or other disaster.

(h) if, in the event of fire or other disaster, the insurance proceeds are insufficient to restore the Building as set forth in the preceding Subparagraph (g), then:

(1) The Board shall call a meeting of Unit Owners to be held not later than the first to occur of (i) the expiration of thirty (30) days after the final adjustment of the insurance claims or the expiration of ninety (90) days after the fire or other disaster which caused the damage.

(2) At such meeting, the Board shall present an estimate of the cost of repair or reconstruction, together with an estimate of the part thereof which must be raised by way of special assessment.

(3) The Building shall be restored and the proposed special assessment shall be levied only upon the vote of 75% of the Unit Owners.

(4) If the Unit Owners do not vote to restore the Building at the meeting provided for in (1) above, then the Board may, at its discretion, call another meeting or meetings of Unit Owners to reconsider the question. if the Unit Owners do not vote to restore the Building within one hundred eighty (180) days after the fire or other disaster, then the Board may (but shall not be required to) Record a notice as permitted under the Act.

(5) if the Unit Owners do not vote to restore the Building under the provisions of the immediately preceding Subparagraph (g) and the Board does not Record a notice as permitted under the Act, then the Unit Owners may, upon the affirmative vote of a Majority of Unit Owners voting at a meeting duly called for that purpose and with the consent of all First Mortgagees, authorize the President or Vice President and the Secretary or Assistant Secretary to execute and Record an amendment to this Declaration for the purpose of withdrawing any portion of the Building so affected by such fire or other disaster from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit shall be re-allocated among the remaining Units on the basis of the relative percentage interest of the remaining Units. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution of the market value of the Unit, as determined by the Board. The allocation of any insurance, or other proceeds to any withdrawing or remaining Unit Owners shall be on an equitable basis, which need not be a Unit's percentage of interest in the Common Elements.

Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage of interest in the Common Elements. Any such

proceeds available from the withdrawal of Limited Common Elements shall be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, assessments attributable to the period after such withdrawal shall no longer be required for such withdrawn Unit or shall be equitably reduced to reflect such withdrawn portion.

10. Separate Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each Unit Owner for his or her Unit and its corresponding percentage of ownership of the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, then the Association shall collect from each Unit Owner of a Unit not separately taxed, the proportionate share of the tax bill attributable to his or her Unit based on the relative percentages of ownership of the Common Elements of each such Unit not separately taxed in proportion to the total percentage of ownership of the Common Elements of all of the Units located on the property affected by such tax bill. Such taxes shall be considered a Common Expense of each such Unit.

11. Use and Occupancy of Units and Common Elements. The Units and Common Elements shall be occupied and used as follows:

(a) No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family, or such other uses permitted by this Declaration and for no other purposes. That part of the Common Elements separating any two or more adjoining Units used together may be altered to afford ingress and egress to and from such adjoining Units in accordance with the rules and regulations of the Association and upon such conditions as shall reasonably be determined by the Association, provided that a Unit Owner intending to so alter the Common Elements as aforesaid shall notify the Association at least twenty-one (21) days prior to the commencement of any such alteration. Parking spaces shall be used only for the parking of passenger automobiles and motorcycles.

(b) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property, except at such location and in such form as shall be determined by the Association. The right is reserved by the Owner or its agent or agents, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements, and the right is hereby given to any First Mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such First Mortgagee. Until all the Units are sold and conveyed, the Owner shall be entitled to access, ingress and egress to the Property as it shall deem necessary in connection with the sale of, or work in, the Building or any Unit. The Owner shall have the right to use any unsold Unit or Units as a model apartment or for sales or display purposes, and to relocate the same from time to time, and to maintain on the Property, until the sale of the last Unit, all models, sales offices and advertising signs or banners, if any, and lighting in connection therewith.

(c) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Association except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep his own Unit in good, clean order and repair. The use and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association.

(d) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, applicable for residential use, without

the prior written consent of the Association. No Unit owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of any insurance maintained by the Association, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(e) Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building or upon the Limited Common Elements and no sign, awning, canopy, shutter, radio or television antenna (except as installed as of the date this Declaration is recorded or except as thereafter installed by Owner or the Association) shall be affixed to or placed upon the exterior walls or roof or any part thereof or on the Common Elements, or Limited Common Elements, without the prior written consent of the Association. No air conditioning unit of whatever type, other than those installed as of the date this Declaration is recorded or those thereafter installed by the Owner or the Association, may be installed without the prior written permission of the Association.

(f) No animals, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that household pets, including dogs and cats, may be kept in Units, subject to rules and regulations adopted by the Association, which rules or regulations may exclude any kind of pet by type or category, provided that permitted household pets are not kept, bred, or maintained for any commercial purpose; and provided further that any such authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Association.

(g) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.

(h) Except as constructed or altered by or with the permission of the Owner or the Association, nothing shall be done in any Unit or in, on or to the Common Elements or Limited Common Elements which would impair the structural integrity, safety or soundness of the Building or which would structurally change the Building.

(i) No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(j) No benches, chairs or other personal property shall be left on, nor shall any playing, lounging, parking of baby carriages, playpens, bicycles, wagons, toys or vehicles be permitted on, any part of the Common Elements without the prior consent of, and subject to any rules and regulations of, the Association.

(k) Nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Elements, except as constructed or altered by or with the permission of the Owner at any time prior to the first annual meeting of the Unit Owners, without the written consent of the Association.

(l) Each Unit Owner and the Association hereby waive and release any and all claims which such Unit Owner or the Association may have against any other Unit Owner, the Association, members of the Board, the Owner and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements,



caused by fire or other casualty or any act or omission referred to in Paragraph 11(m), to the extent that such damage is covered by fire or other form of hazard insurance.

(m) If the act or omission of a Unit Owner, or of a member of a Unit Owner's family, a household pet, guest, Occupant or visitor of a Unit Owner shall cause damage to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, to the extent such payment is not waived or released under the provisions of Paragraph 11(1).

(n) Any release or waiver referred to in Paragraph 11(1) and 11(m) hereof shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder.

(o) No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Association, an unreasonable disturbance to others.

(p) This Paragraph 11 shall not be construed to prevent or prohibit a Unit Owner from maintaining a personal professional library, keeping personal business or professional records or accounts, handling personal business or professional telephone calls, or conferring with business or professional associates, clients or customers, in his Unit.

12. Violation of Declaration. The violation of any rule or regulation adopted by the Association or the breach of any covenant or provision herein or contained in the By-Laws, shall, in addition to any other rights provided for in this Declaration or the By-Laws, give the Association the right: (a) to enter upon the Unit, or any portion of the Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and neither the Association nor the officers, employees or agents thereof shall thereby be deemed guilty in any manner of trespass except, however, that judicial proceedings must be instituted prior to alteration or demolition of any items of construction; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided by law.

Provided, however, that, except in cases of emergency where damage to persons or property is threatened, the Association shall not take any such action unless it has (a) first given the Unit Owner alleged to have violated any restriction, condition or regulation adopted by the Association or to be in breach of any covenant or provision herein or contained in the By-Laws, a hearing on such allegations pursuant to rules and regulations adopted by the Association, (b) the Association shall have determined such allegations to be true, and (c) the Unit Owner shall not have desisted from such violation or breach or shall not have taken such steps as shall be necessary to correct such violation or breach within such reasonable period of time as determined by the Association and communicated to the Unit Owner. Any and all costs and expenses incurred by the Association in the exercise of its authority as granted in this Paragraph 12, including but not limited to court costs, reasonable attorneys' fees as determined by a court of competent jurisdiction, and cost of labor and materials, shall be paid by the Unit Owner in violation, and, until paid by such Unit Owner, shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses. Any such lien shall be junior and subordinate to the lien of a First Mortgagee with respect to such Unit.

Furthermore, if after hearing and finding as aforesaid and the failure of the Unit Owner to desist from such violation or to take such corrective action as may be required, the Association shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of the said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the Association against the defaulting Unit Owner for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him on account of the violation of a rule or breach of covenant or provision as aforesaid, and ordering that all the right, title and interest of the Unit Owner in the Property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his or her interest at such judicial sale or by virtue of the exercise of any right of redemption which may be established, and except that the court shall direct that any existing first mortgage be retired out of the proceeds of such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds after satisfaction Of Such charges and any unpaid assessments hereunder or any liens shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the Unit and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

Any Unit Owner in default hereunder or under the provisions of the By-Laws or any rule or regulation adopted by the Association shall pay to the Association, as an agreed Common Expense with respect to his Unit, all interest, late charges, reasonable attorneys' fees, cost of collection and amount of any fine by the Association in enforcing the provisions of the By-Laws, this Declaration or the rules and regulations of the Association as to which the Unit Owner is in default. Until such amounts are paid by the Unit Owner, the total amount thereof shall constitute a lien on the interest of the Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses. Any such liens shall be junior and subordinate to the lien of a First Mortgagee with respect to such Unit.

13. Entry by Association. The Association or its officers, agents or employees may enter any Unit when necessary in connection with any painting, maintenance, repair or reconstruction for which the Association is responsible, or which the Association has the right or duty to do. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and except in the event of emergency shall be done upon reasonable notice to the Unit Owner. Any damage caused thereby shall be repaired by the Association as a Common Expense.

14. Grantees. Each grantee of the Owner, each purchaser under Articles of Agreement for Deed and each tenant, subtenant or assignee under a lease, sublease or assignment accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, the By-Laws, the rules and regulations of the Association, and the jurisdiction, rights and powers created or reserved by this Declaration, and the provisions of the Act, as at any time amended, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of each grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

15. Failure to Enforce. No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

16. Notices. Whenever any notice is required to be given under the provisions of this Declaration or the By-Laws, a waiver thereof in writing by the person or persons entitled to such notice, whether before or at the time stated therein, shall be deemed equivalent to the giving of such notice, provided such waiver or the time of giving same is not contrary to the provisions of the Act. Notices required to be given to any devisee or personal representative of a deceased Unit Owner shall be delivered by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered. Other notices required or permitted to be given shall be in writing and shall be given in the manner set forth in the Condominium instruments.

17. Amendments. Except as hereinafter otherwise provided, the provisions of Paragraphs 1, 2, 3, 4, 5, 6, 24, 25, and this Paragraph 17 of this Declaration, may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all members of the Board, all of the Unit Owners and each mortgagee having a bona fide lien of record against any Unit. Except as herein otherwise provided, other provisions of this Declaration may be amended, changed or modified, upon approval by at least 75% of the Unit Owners, by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by the President or Vice-President and the Secretary or Assistant Secretary of the Association and containing an affidavit by an officer of the Association certifying that (1) at least 75% of the Unit Owners have approved such amendment, change or modification, and (ii) a copy of the amendment, change or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days prior to the date of such affidavit. The approval of First Mortgagees of Units who have requested that the Association notify them on any proposed action that requires the consent of a specified percentage of such mortgagees ("Eligible First Mortgagees") and which represent at least 51% of the Units subject to a mortgage or trust deed held by an Eligible First Mortgagee, shall be required to materially amend any provisions of the Declaration or By-Laws or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

- (a) voting;
- (b) assessments, assessment liens or subordination of such liens;
- (c) reserves for maintenance, repair and replacement of the Common Elements;
- (d) insurance or fidelity bonds;
- (e) rights to use of the Common Elements;
- (f) responsibility for maintenance and repair of the Common Elements;
- (g) the addition, annexation or withdrawal of property to or from 1101 Bonnie Brae Place Condominium Association;
- (h) boundaries of any Unit;
- (i) interests in the Common Elements or Limited Common Elements;

- (j) convertibility of Units into Common Elements or of Common Elements into Units;
- (k) leasing of Units;
- (l) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his Unit in the condominium;
- (m) establishment of self-management by the Association where professional management has been required by FHLMC, FNMA, HUD, FHA or VA; or
- (n) any provisions that expressly benefit First Mortgagees, insurers or guarantors or FHLMC, FNMA, HUD, FHA or VA.

The approval of Eligible First Mortgagees shall be implied when such a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, delivered by certified or registered mail, with a "return receipt" requested. Any amendment, change or modification shall conform to the provisions of the Act and shall be effective upon Recordation thereof. No change, modification or amendment which affects the rights, privileges or obligations of the Owner shall be effective without the prior written consent of the Owner. The By-Laws may be amended in accordance with the provisions of Article XII thereof.

18. Arbitration. Any controversy between Unit Owners or any claim by a Unit Owner against the Association or another Unit Owner arising out of or relating to the Declaration, By-Laws, or rules and regulations of the Association may be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

19. Condemnation. To the fullest extent permitted by law, the Association is hereby designated to represent the Unit Owners, and each Unit Owner hereby appoints the Association as such Unit Owner's attorney-in-fact in any proceeding, negotiation, settlement or agreement regarding any loss or proceeds from condemnation of all or any part of the Property for this purpose. In the event of a taking or condemnation by competent authority of any part of the Property, the Association shall, if necessary, restore the improvements on the remaining portion of the Property to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking or condemnation. In the event that part or all of one or more Units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the Act and the percentage of ownership interest in the Common Elements allocated to such Unit or portion thereof (as determined by the Board on the basis of diminution in market value of the Unit) shall be re-allocated among the remaining Units on the basis of the relative percentage of ownership interests in the Common Elements of the remaining Units. In such cases, this Declaration and the Plat shall be amended accordingly by an instrument executed by the President or Vice-President and the Secretary or Assistant Secretary of the Association, which the Board shall record. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage of interest in the Common Elements. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage of interest in the Common Elements. Any such proceeds available from the withdrawal of Limited Common Elements shall be distributed in accordance with the interests of those entitled to their use, as determined by the Board. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof so withdrawn shall cease or shall be

equitably reduced. Nothing contained herein shall be construed to prevent an aggrieved Unit Owner from instituting an action against either the Association or any Unit Owner for failure to comply with the provisions of the Declaration or the decisions of the Association.

20. Violations of Certain Rules. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of Barak Hussein Obama, the President of the United States, and of the now living lawful descendants of Joe Biden, the Vice-President of the United States.

21. Severability. The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and all of the terms hereof are hereby declared to be severable.

22. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class condominium development.

23. Changes or Modifications by Owner. Until the first annual meeting of Unit Owners is called, Owner, or its successors or assigns, shall have the right from time to time to change or modify the Condominium Instruments, which change or modification shall be effective upon the Recording thereof; provided, however, that the provisions of Paragraph 24 of this Declaration shall not be amended, modified or changed without the consent of any First Mortgagee affected thereby, and provided further that such right shall only be exercised (1) to bring the Declaration into compliance with the Act or to conform the Declaration to the requirements of FHLMC, FNMA, HUD, FHA or VA, or (2) to correct clerical or typographical errors in the Declaration and in the Plat of Survey, including changes in individual Units layouts and dimensions. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Owner to make any change or modification as authorized hereunder on behalf of each Unit Owner as attorney-in-fact for such Unit Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and consent to the reservation of, the power to Owner as aforesaid.

24. Rights of First Mortgagees. Any mortgage or trust deed owned or held by a First Mortgagee and Recorded prior to the Recording or mailing of a notice by the Association of the amount owing by a Unit Owner who has refused or failed to pay his share of the monthly assessment when due shall be superior to the lien of such unpaid Common Expenses set forth in said notice and to all assessments for Common Expenses which become due and are unpaid subsequent to the date of Recording of such first mortgage or first trust deed. Any First Mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage or trust deed, foreclosure of the mortgage or trust deed or deed (or assignment) in lieu of foreclosure shall not be liable for, and shall take the Unit and its proportionate interest in the Common Elements free from claims for unpaid common or special assessments levied by the Association which accrue prior to the date of possession as aforesaid.

A First Mortgagee, or an insurer or guarantor of the note held by a First Mortgagee, upon written request to the Association (such request to state the name and address of such First Mortgagee, insurer or guarantor and the Unit number), shall be entitled to timely written notice of:

- (a) any proposed action that requires the consent of a specified percentage of Eligible Mortgagees;
- (b) any proposed termination of 1101 Bonnie Brae Place Condominium Association as a condominium project;
- (c) any condemnation loss or any casualty loss which affects a portion of the Common Elements, which loss exceeds \$10,000.00, or which affects any Unit, which loss exceeds \$1,000.00, on which there is a first mortgage held, insured or guaranteed by such eligible holder;
- (d) any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to the mortgage of a First Mortgagee, insurer or guarantor, where such delinquency has continued for a period of 60 days; and
- (e) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

25. Additional Rights of First Mortgagees. (a) Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications for the Building unless the approval is obtained from at least 75% of the Unit Owners and the Eligible First Mortgagees of Units which represent at least 51% of the Units subject to a mortgage or trust deed held by an Eligible First Mortgagee.

(b) Any election to terminate 1101 Bonnie Brae Place Condominium Association as a condominium project after substantial destruction or substantial taking by condemnation of the Property shall require the approval of at least 75% of the Unit Owners and the Eligible First Mortgagees of Units which represent at least 51% of the Units subject to a mortgage or trust deed held by an Eligible First Mortgagee.

(c) Any election to terminate 1101 Bonnie Brae Place Condominium Association as a condominium project for reasons other than substantial destruction or condemnation of the Property shall require the approval of at least 75% of the Unit Owners and the Eligible First Mortgagees of Units which represent at least 75% of Units subject to a mortgage or trust deed held by an Eligible First Mortgagee.

26. Trustees. In the event title to any Unit should be conveyed to a land title holding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder from time to time shall be liable for payment of any obligation, lien, or indebtedness chargeable or created under this Declaration against such Unit. No claim shall be made against any such title-holding trustee personally for payment of any claim, lien, or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfer of beneficial interest or the title of such real estate.

IN WITNESS WHEREOF, Owner has caused owner's name to be signed to these presents on the day and year first above written.

BONNIE BRAE CONSTRUCTION, LLC



By: \_\_\_\_\_  
Its Manager

STATE OF ILLINOIS     )  
                                      ) SS.  
COUNTY OF COOK     )

I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby  
certify that \_\_\_\_\_, personally known to me to be the same persons whose names are  
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that  
they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes  
therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**CONSENT OF MORTGAGEE**

\_\_\_\_\_, an Illinois banking institution (the "Mortgagee"), holder of a note secured by a Mortgage dated \_\_\_\_\_, and recorded on \_\_\_\_\_ as Document No. \_\_\_\_\_ with the Recorder of Deeds of Cook County, Illinois, and an Assignment of Rents dated \_\_\_\_\_, and recorded \_\_\_\_\_, as Document No. \_\_\_\_\_ with the Recorder of Deeds of Cook County, Illinois, hereby consents to the execution of and recording of the above and foregoing Declaration of Condominium and hereby subordinates said mortgages and assignment of rents to the provisions of the foregoing Declaration of Condominium and the Condominium Property Act of the State of Illinois.

IN WITNESS WHEREOF, Wintrust Bank has caused this instrument to be signed by its duly authorized officers on its behalf on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ILLINOIS     )  
                                      ) SS.  
COUNTY OF COOK     )

I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby certify that \_\_\_\_\_, (Vice) President, and \_\_\_\_\_, (Assistant) Secretary, of Wintrust Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION OF UNITS

Unit 1NW and P- and S-, 1SW and P- and S-, 1EW and P- and S-, 1EE and P- and S-, 1E and P- and S-, Unit 2NW and P- and S-, 2SW and P- and S-, 2EW and P- and S-, 2EE and P- and S-, 2E and P- and S-, Unit 3NW and P- and S-, 3SW and P- and S-, 3EW and P- and S-, 3EE and P- and S-, 3E and P- and S-, P-, P-, in the 1101-1107 Bonnie Brae Place Condominium, as delineated on the survey of

\*\*\*

**LOTS 15 AND 16 IN GREY AND BRAESE'S RESUBDIVISION OF BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1, 8, 9, 10, 11, 14, 15 AND 16 IN BOGU'S ADDITION TO OAK PARK BEING A SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ AND THE EAST 1/3 OF THE WEST ½ OF SAID SOUTHEAST ¼ OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

COMMONLY KNOWN AS: 1101-1107 BONNIE BRAE PLACE  
RIVER FOREST, ILLINOIS 60305

**\*\*\* information note (to be removed prior to execution)**

**3 parking spaces P- (to be designated at a later date) are for the benefit of 1111 Bonnie Brae building.**

EXHIBIT B  
PERCENTAGE INTEREST IN COMMON ELEMENTS

<u>UNIT NUMBER</u>	<u>PERCENT INTEREST</u>
1NW and P- and S-	
1SW and P- and S-	
1EW and P- and S-	
1EE and P- and S-	
1E and P- and S-	
2NW and P- and S-	
2SW and P- and S-	
2EW and P- and S-	
2EE and P- and S-	
2E and P- and S-	
3NW and P- and S-	
3SW and P- and S-	
3EW and P- and S-	
3EE and P- and S-	
3E and P- and S-	
P-	
P-	

EXHIBIT C

BY-LAWS OF THE ASSOCIATION

**BY-LAWS  
OF  
1101-1107 BONNIE BRAE PLACE CONDOMINIUM ASSOCIATION**

**ARTICLE I**

**General Provisions**

The Association is responsible for the overall administration of the Property through its duly elected Board. Whether or not incorporated, the Association shall have the powers and responsibilities specified in the General Not-For-Profit Corporation Act of 1986 of the State of Illinois, which are not inconsistent with the Act or the Condominium Instruments. The Association shall have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Act or the Condominium Instruments.

**ARTICLE II**

**Members**

1. Classes of Members, Membership, and Termination Thereof. The Association shall have one class of members. The designation of such class and the qualifications of the members of such class shall be as follows:

Each Unit Owner shall be a member of the Association, which membership shall terminate upon the sale or other disposition of such member's Unit, at which time the new Unit Owner shall automatically become a member of the Association. Such termination shall not relieve or release any such former Unit Owner from any liability or obligation incurred under or in any way connected with the condominium or the Association, during the period of such ownership and membership in the Association. Furthermore, such termination shall not impair any rights or remedies which the Board or others may have against such former Unit Owner arising from, or in anyway connected with, such ownership and membership and the covenants and obligations incident thereto. No certificates of stock or other certificates evidencing membership shall be issued by the Association.

2. Votes and Voting Rights. (a) Until the date of the first annual meeting of the members, as provided in Article III, Section 1 hereof, no member of the Association shall have the right to elect the Board of Managers, all such members of the Board shall be appointed and shall hold office as provided in Article IV, Section 2 of these By-Laws.

(b) Commencing with the date of the said first annual meeting of the members, the total number of votes of all members shall be 100. Each member shall be entitled to the number of votes equal to his or her percentage ownership interest in the Common Elements (as defined in the Declaration) at the time any matter is submitted to a vote of the members.



(c) If a Unit is owned by more than one person, the voting rights with respect to such Unit shall not be divided, but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. Any proxy must be executed in writing by the Unit Owner or his duly authorized attorney-in-fact, must bear the date of execution, and shall be invalid after 11 months from the date of its execution. If only one of the multiple owners of a Unit is present at a meeting, such individual is entitled to cast all the votes allocated to that Unit. If more than one of the multiple owners are present, and if any one of the multiple owners cast the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit, there is deemed to be majority agreement.

(d) Any specified percentage of the members, whether majority or otherwise, for purposes of voting or for any other purpose, wherever provided in these By-Laws, shall mean such percentage of the total number of votes hereinabove set forth. Such percentage shall be computed in the same manner as is a specified percentage of the Unit Owners of the Condominium as provided in the Declaration; provided, however, that when 30% or fewer of the Units, by number, possess over 50% in the aggregate of the votes as provided herein, any percentage vote of the members specified herein or in the Declaration shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

3. Transfer of Membership. Membership in this Association is not transferable or assignable, except as provided in Article 11, Section 1 hereof.

4. Installment Contracts. Anything herein to the contrary notwithstanding, in the event of a sale of a Unit, the purchaser of such Unit from a seller other than the Developer pursuant to an installment contract for purchase, during such times as he or she resides in the Unit, shall be counted toward a quorum for purpose of election of members of the Board at any meeting of the Unit Owners called for the purposes of electing members of the Board, shall have the right to vote for the election of members of the Board and to be elected to and serve on the Board unless the seller expressly retains in writing any or all of such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents. "Installment Contract" shall have the same meaning as set forth in Section 1(e) of "An Act Relating to Installment Contracts to Sell Dwelling Structures", approved August 11, 1967, as amended.

### **ARTICLE III**

#### **Meetings of Members**

1. Annual Meeting. The first annual meeting of the members shall be held on such date as is fixed by the Developer, which date shall in no event be later than the earlier of (a) three years from the date the Declaration is recorded in the Office of the Recorder of Deeds of Cook County, Illinois, (b) sixty (60) days from the date when all of the Units have been conveyed by Owner, or (c) Such earlier time as selected by the Developer. Thereafter, an annual meeting of the members for the purpose of electing Board members and for the transaction of such other business as may come before the meeting shall be held on the first Tuesday of December each year or such other date as is selected by the Board which date is within sixty (60) days before or after the first Tuesday of December; provided, however that no such meeting need be held less than one year after the first annual meeting of the members. If the election of members of the Board shall not be held on the day designated herein for any annual meeting, or at any

adjournment thereof, the Board shall cause the election to be held at a special meeting of the members called as soon thereafter as may be convenient.

2. Special Meetings. Special meetings of the members may be called by the Board, the President, or not less than 50% of the members. All matters to be considered at special meetings of the members called by not less than 50% of the members shall first be submitted in writing to the Board not less than ten (10) days prior to the date of the special meeting of the members called to consider such matters.

3. Place and Time of Meeting. All meetings of the members shall take place at 7:00 P.M., in some section of the Property designated by the person or persons calling the meeting, or at such other reasonable place or time designated by the Board or the person or persons calling the meeting.

4. Notice of Meetings. Written or printed notice stating the purpose, place, day and hour of any meeting of members shall be mailed or delivered to each member entitled to vote at such meeting, not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the President or the Secretary, or the officer or persons calling the meeting, provided that notice of the first annual meeting of the members shall be mailed or delivered not less than twenty-one (21) nor more than thirty (30) days before the date of such meeting. The notice of a meeting shall be deemed mailed when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with proper postage thereon prepaid.

5. Quorum. The members present at a meeting in person or by proxy, holding 50% of the votes which may be cast at any meeting, shall constitute a quorum at such meeting. If a quorum is not present at the commencement of any meeting of members, the meeting shall be adjourned and may only be called again in accordance with the provisions of these By-Laws.

6. Proxies. At any meeting of members, a member entitled to vote may vote either in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution. Any proxy distributed for election of members of the Board shall give Unit Owners the opportunity to designate any person as the proxy holder and shall give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

7. Manner of Acting. Except as set forth below and except as otherwise required by the Declaration or the Act, any action to be taken at any meeting of the members at which a quorum is present shall be upon the affirmative vote of more than 50% of the members represented at such meeting. The following matters shall require the affirmative vote of not less than 75% of all the members at a meeting duly called for that purpose:

- (a) merger or consolidation of the Association;
- (b) sale, lease, exchange, mortgage, pledge or other disposition of all or substantially all, of the property and assets of the Association; or
- (c) the purchase and sale of land or Units on behalf of the Unit Owners.

## ARTICLE IV

### Board

1. In General. The affairs of the Association shall be managed by its Board of Managers, which shall act as the Board of Managers of the Condominium as provided in the Act and the Declaration.

2. Number, Tenure and Qualifications. The number of members of the Board shall be three (3). Until the date of the first annual meeting of the members as hereinabove provided, members of the Board shall be the directors named in the Articles of Incorporation of the Association, if the Association is incorporated; otherwise, the members of the Board shall be as appointed by the Developer. Such members of the Board shall hold office until the first annual meeting of the members. Commencing with the date of the first annual meeting of the members, the number of members of the Board shall be three (3) and shall be elected solely by, from and among, the members for a term of one year and until their respective successors shall have been elected and qualified. All members of the Board shall be elected at large. The Board elected at such first annual meeting shall be the initial Board of Managers as provided in the Act. Each member of the Board shall hold office without compensation. In the event that a member of the Association is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity, may be eligible to serve as a member of the Board. If there are multiple owners of a single Unit, only one of the multiple owners shall be eligible to serve as a member of the Board at any one time. A member of the Board may succeed himself in office.

3. Election. At each annual meeting of the members, the members shall be entitled to vote on a cumulative basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of the ballots at such election. The Board may disseminate to Unit Owners biographical and background information about candidates for election to the Board if: (a) no preference is expressed in favor of any candidate; and (b) reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated.

4. Regular Meetings. A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of members. The Board shall by regulations which the Board may, from time to time adopt, provide the time and place for the holding of additional regular meetings of the Board, provided that the Board shall meet at least four times per year.

5. Special Meetings. Special meetings of the Board may be called by or at the request of the President or a majority of the members of the Board. The person or persons permitted to call special meetings of the Board may fix the time and place for holding any special meeting of the Board called by them.

6. Notice. Written notice of any special meeting of the Board shall be mailed or delivered to all members of the Association and all members of the Board not calling the meeting at least three (3) business days prior to the date of such special meeting. Written notice of regular meetings of the Board shall be mailed or delivered to all members of the Association at least three (3) business days prior to the date of such meeting. All such notices shall be deemed to be mailed when deposited in the United States mail addressed to each member at his address as it appears on the records of the Association, with proper postage thereon paid. The business to be transacted at, or the purpose of any regular or special meeting of the Board, shall be specified in the notice. Notices of a regular meeting of the Board need not be served

on members of the Board. However, copies of said notices of meetings of the Board shall be posted in entranceways or other conspicuous places in the condominium designated by the Board at least three (3) business days prior to the meeting.

7. Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a majority of the members of the Board are present at the commencement of said meeting, the meeting shall be adjourned and may only be called again in accordance with the provisions of these By-Laws.

8. Manner of Acting. The act of a majority of the members of the Board present at a meeting at which a quorum is present at the commencement of the meeting shall be the act of the Board, except where otherwise provided by law or in the Condominium Instruments.

9. Vacancies. Any vacancy occurring in the Board by reason of death, removal or resignation of a member of the Board shall be filled by a two-thirds vote of the remaining members of the Board. A member elected to fill a vacancy shall be elected until the next annual meeting of the members of the Association; provided that if a petition signed by members of the Association holding 20% of the votes in the Association requesting a meeting of the members to fill the vacancy for the balance of the unexpired term of his predecessor, the term of the member so elected by the Board shall terminate 30 days after the filing of the petition and a meeting of the members for the purpose of filling such vacancy for such unexpired term shall be called no later than 30 days following the filing of such petition. Members of the Board, including those appointed by the Developer, may resign at any time by written resignation delivered or mailed to any officer of the Association, which resignation shall be effective upon receipt of said resignation. If as the result of the death, removal or resignation of a member of the Board, no member of the Board remains in office, a special meeting of members of the Association may be called to fill all vacancies for the unexpired terms of the members of the Board.

10. Removal. From and after the date of the first annual meeting of the members, any member of the Board may be removed from office by the affirmative vote of 75% of all the members of the Association at a special meeting called for such purpose.

11. Adoption of Rules and Regulations. All rules and regulations, or amendments thereto, shall be adopted by the Board after a meeting of the members called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations, which rules and regulations conform to the requirements of Section 18(b) of the Act and the Declaration and these By-Laws. No quorum is required at such meeting of the members. No rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution nor may any rules or regulations conflict with the provisions of the Act or the Condominium Instruments. Such rules and regulations shall be effective sixty (60) days after their adoption, provided that the members may veto any rule or regulation at a special meeting of the members called for such purpose, and held before the effective date of the rule or regulation, by a vote of 75% of all the members of the Association.

12. Open Meetings. All meetings of the Board, whether regular or special shall be open to the members of the Association except for meetings:

- (a) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal or when the Board finds that such an action is probable or imminent;

(b) to consider information regarding appointment, employment or dismissal of an employee;

(c) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of Common Expenses.

Any vote on the above matters shall be taken at a meeting or portion thereof open to any member. Any member may record the proceedings at meetings required to be open by the Act or these By-Laws by tape, film or other means, subject to reasonable rules and regulations prescribed by the Board to govern the right to make such recordings.

13. Contracts. The Board may not enter into a contract with a current board member or with a corporation or partnership in which a board member has a twenty-five percent (25%) or more interest, unless notice of intent to enter the contract is given to Unit Owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by 51% of the Unit Owners, for an election to approve or disapprove the contract. Such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition.

14. Powers and Duties. The powers and duties of the Board shall include, but not be limited to, the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. However, nothing in the foregoing sentence shall be deemed to invalidate any provision in the Condominium Instruments placing limits on expenditures for capital additions or capital improvements to the Common Elements (other than for purposes of repairing, replacing or restoring portions of the Common Elements) by the Board without the prior approval of the Unit Owners.

## ARTICLE V

### Officers

1. Officers. The officers of the Association shall be a President, a Treasurer and a Secretary, and such assistants to such officers as the Board may deem appropriate.

2. Election and Term of Office. The officers of the Association shall be elected annually by the Board at the regular annual meeting of the Board, from and among the members of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be possible. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and shall have qualified. An officer may succeed himself in office. Officers shall serve without compensation.

3. Removal. Any officer elected by the Board may be removed by a majority vote of the members of the Board.

4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

5. President. The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. The President shall preside at all meetings of the members of the Board. The President may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any deeds, mortgages, contracts, or other

instruments which the Board has authorized to be executed and any amendment to the Declaration or Plat as provided in the Act, and, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

6. Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII of these By-Laws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board.

7. Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law, receive all notices on behalf of the Association and, together with the President, execute on behalf of the Association amendments to Condominium Instruments and other documents as required or permitted by the Declaration, these By-Laws or the Act, be custodian of the records and, if incorporated, of the seal of the Association and, if the Association is incorporated, see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-Laws; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board.

## ARTICLE VI

### **Powers and Duties of the Association and Board**

1. General Duties, Powers, Etc. of the Board. The Board shall exercise for the Association all powers, duties and authority vested in the Association by the Act and the Condominium instruments, including but not limited to the following:

- (a) operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements and the Limited Common Elements.
- (b) preparation, adoption and distribution of the annual budget for the Property.
- (c) levying of assessments.
- (d) collection of assessments from Unit Owners.
- (e) employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.
- (f) obtaining adequate and appropriate kinds of insurance.
- (g) owning, conveying, encumbering, leasing, and otherwise dealing with Units conveyed to or purchased by it.
- (h) adoption and amendment of rules and regulations covering the details of the operation and use of the Property.



(i) keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.

(j) having access to each Unit, from time to time, as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

(k) paying real property taxes, special assessments, any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the condominium.

(l) imposing charges for late payments of a Unit Owner's assessments, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of the Declaration, By-Laws, and rules and regulations of the Association.

(m) assigning its right to future income, including the right to receive assessments.

(n) recording the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility where authorized by the Unit Owners under the provisions of Section 5(c) of the Declaration.

(o) recording the granting of an easement for the laying, maintenance, and repair of cable television cable or for construction, maintenance, and repair of a project for protection against water damage or erosion, where authorized by the Unit Owners under the provisions of Section 5(c) of the Declaration.

(p) borrowing money at such rates of interest as it may determine; to issue its notes, bonds and other obligations to evidence such borrowing; and to secure any of its obligations by assigning its right to future income including the right to receive assessments for common expenses, and/or by making a mortgage or giving a security interest in all or any of its property or income, provided if such mortgage or security interest encumbers all or substantially all of the assets of the Association, the approval of the members shall first be obtained pursuant to Article 111, Section 7 of these By-Laws.

(q) reasonable accommodation of the needs of handicapped Unit Owners, as required by the Human Rights Act, in the exercise of its powers with respect to the use of the Common Elements or approval of modification in an individual Unit.

In the performance of their duties, the officers and members of the Board, whether appointed by the Developer or elected by the members, shall exercise the care required of a fiduciary of the members.

2. Specific Powers and Duties. Anything herein contained to the contrary notwithstanding, the Association shall have the power:

(a) to engage the services of a manager or managing agent, who may be any person, firm or corporation, upon such terms and compensation as the Association deems fit, and to remove such manager or managing agent at any time, provided any agreement with such manager or managing agent shall extend for not more than three years and must be terminable by either

party to such agreement without cause and without payment of a termination fee, upon ninety (90) days or less prior written notice.

(b) to engage the services of any persons (including, but not limited to, accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Association, in the operation, repair, maintenance and management of the Property, or in connection with any duty, responsibility or right of the Association and to remove, at any time, any such personnel.

(c) to establish or maintain one or more bank accounts, or functionally similar accounts such as money market fund accounts, for the deposit of any funds paid to, or received by, the Association.

(d) to invest any funds of the Association in certificates of deposits, money market funds, or comparable investments.

(e) upon authorization of a two-thirds vote of the members of the Board or by affirmative vote of not less than a majority of the Unit Owners at a meeting duly called for such purpose, the Board acting on behalf of all Unit Owners shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments or charges of the State of Illinois or any political subdivision thereof or of any lawful taxing or assessing body, and to charge and collect all expenses incurred in connection therewith as Common Expenses.

Nothing herein shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Unit Owners or any of them.

3. Authorized Expenditures. The Association shall acquire and make arrangements for, and pay for out of the Maintenance Fund, in addition to the manager, managing agent or other personnel above provided for, the following:

(a) water, waste removal, heating, electricity, telephone and other necessary utility service for the Common Elements and such services to the Units as are not separately metered or charged to the owners thereof.

(b) such insurance as the Association is required or permitted to obtain as provided in the Declaration.

(c) landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the Limited Common Elements not visible from the exterior of the Building which the Unit Owners enjoying the use thereof shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the Common Elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Elements. Anything in the foregoing to the contrary notwithstanding, the Association shall be responsible for the repair and replacement of all windows and doors, provided that where the need for repair or replacement is due to the act or omission of a Unit Owner, guest, occupant, family member or pet, the Association shall charge the Unit Owner for the cost of such repair or replacement.

(d) any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments which the Association deems necessary or proper for the maintenance and operation of the Property or for the enforcement of any restrictions or provisions contained herein.

(e) any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which may in the opinion of the Association constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens including but not limited to, any interest, late charges, reasonable attorneys' fees, costs of collections and the amount of any unpaid fine shall be specially assessed to said Unit Owners and shall, until paid by such Unit Owners, constitute a lien on the interest of such Unit Owners in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses.

(f) maintenance and repair of any Unit or any other portion of the Property which a Unit Owner is obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Elements, or any other portion of the Property, and the owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair is delivered by the Association to said Unit Owner; provided that the Association shall levy a special assessment against such Unit for the cost of said maintenance or repair and the amount of such special assessment shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses.

(g) Maintenance and repairs (including payment of real estate taxes and common expenses) with respect to any Unit owned by the Association.

All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Association, and a written memorandum thereof prepared and signed by the treasurer. There shall be no structural alterations, capital additions to, or capital improvements on the Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00) without the prior approval of 75% of the Unit Owners.

4. Annual Budget. (a) Each year on or before November 1st, the Board shall estimate the annual budget of Common Expenses (the "Annual Budget") including: the total amount required for the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements (as hereinafter specified), all anticipated assessments and income and each Unit Owner's proposed Common Expense assessment, together with an indication of which portions of the Annual Budget are intended for capital expenditures or repairs of payment of real estate taxes. The Board shall deliver a copy of the proposed Annual Budget to each Unit Owner at least thirty (30) days prior to the adoption thereof. The Association shall give Unit Owners notice as provided in Section 4 of Article III of the By-Laws of the meeting of the Board at which the Board proposes to adopt the Annual Budget, or at which any increase or establishment of any assessment, regular or special, is proposed to be adopted.

(b) If an adopted Annual Budget requires assessment against Unit Owners in any year exceeding 115% of the assessments for the preceding year, the Board, upon written petition by Unit Owners representing 20% of the votes of the Association may, within 14 days of the Board action, petition and require the Board to call a meeting of the Unit Owners within 30 days of the date of filing of the petition to consider the budget. Unless a majority of the votes of the Unit Owners are cast at a meeting to reject the budget, it is ratified, whether or not a quorum is present. In determining whether assessments exceed 115% of similar assessments in the preceding year, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, and budgeted expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

(c) The Annual Budget shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements. Each Unit Owner shall be obligated to pay to the Association, or as it may direct, the portion of the Annual Budget assessed to such owner in equal monthly installments (subject to acceleration as hereinafter provided) on or before January 1st of the ensuing year, and the 1st day of each and every month of said year. Notwithstanding the foregoing, the Developer shall be exempt from paying assessment on the units in his possession prior to their sale to Unit Owners. The Developer shall be reimbursed from the Association funds for any property maintenance expenses and any money advanced to the Association.

(d) The failure or delay of the Association to prepare or serve the Annual Budget on the Unit Owners shall not constitute a waiver or release in any manner of the Unit Owner's obligation to pay the maintenance and other costs and necessary Reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual or adjusted budget, the Unit Owners shall continue to pay the monthly assessment charges at the then existing monthly rate established for the previous period until the monthly assessment payment which is due more than ten (10) days after such new annual Budget shall have been mailed.

(e) Anything herein or in the Declaration to the contrary notwithstanding, the Board may charge to fewer than all Unit Owners such portion of the insurance premium for insurance the Association is required or permitted to obtain which reflects increased charges for coverage on the Units owned by such Unit Owners, on such reasonable basis as the Board shall determine. Such charge shall be considered a common expense with respect to the Units owned by such Unit Owners for all purposes herein and under the Declaration.

(f) All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such special adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in their relative percentages of ownership interest in the Common Elements.

5. Annual Accounting. (a) On or before the 1st day of August of each calendar year commencing 2018, the Association shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with an indication of which portions of the Annual Budget were for capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus Reserves. Any amount accumulated in excess of the amount required for actual expenses and Reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Elements to the next monthly installments due from Unit Owners under the current year's Annual Budget, until exhausted, and any net shortage shall be added,

according to each Unit Owner's percentage of ownership of the Common Elements, to the installments due in the succeeding six months after rendering of the accounting.

(b) The Association shall allow any First Mortgagee to examine the books and records of the Association during reasonable business hours and to receive, on request, annual reports and other financial data prepared by the Association or at its direction.

(c) The Association must provide an audited financial statement for the preceding fiscal year Upon Submission of a written request by any holder, insurer, or guarantor of a first mortgage secured by a Unit.

6. Reserves. (a) The Association may build up and maintain a reasonable Reserve for operations, contingencies and replacement. To establish such Reserve, the Developer shall collect from each Unit Owner upon conveyance by Owner of a Unit to such Unit Owner, an amount equal to one sixth of the Annual Budget as initially established by the Developer for the first year following the first annual meeting of the members and allocable to such Unit, and shall remit such amount to the Association. Extraordinary expenditures not originally included in the Annual Budget which may become necessary during the year shall be charged first against such Reserve. In addition, the Association or the Board shall have the right to segregate all or any portion of the Reserve for any specific replacement or contingency upon such conditions as the Association or the Board deems appropriate. On or before the day of the first annual meeting of members, the Developer shall pay for each Unit then owned by the Developer, such Unit's percentage interest multiplied by one sixth of the Annual Budget as initially established by the Developer for the first year following the first annual meeting of the members. When such Units are later sold, the Developer may collect from such purchaser sufficient funds to reimburse itself for the funds paid at the time of the first annual meeting of the members.

(b) The Annual Budget shall provide for reasonable reserves for capital expenditures and deferred maintenance for repair or replacement of the Common Elements. To determine the amount of Reserves appropriate for the Association, the Board of Managers shall take into consideration the following: (i) the repair and replacement cost, and the estimated useful life, of the property which the Association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the Building and Common Elements, and energy systems and equipment; (ii) the current and anticipated return on investment of Association funds; (iii) any independent professional reserve study which the Association may obtain; (iv) the financial impact on Unit Owners, and the market value of the Units, of any assessment increase needed to fund Reserves; and (v) the ability of the Association to obtain financing or refinancing. Anything to the contrary in the foregoing notwithstanding, the Association may elect to waive in whole or in part the Reserve requirements of this section by a vote of not less than 75% of the total votes of the Association, In the event the Association elects to waive all or part of the Reserve requirements of this section, such fact must be disclosed after the meeting at which such waiver occurs by the Association in the financial statements of the Association and, highlighted in bold print, in the response to any request of a prospective purchaser for the information prescribed under Section 22.1 of the Act; and no member of the Board or the managing agent of the Association shall be liable, and no cause of action may be brought for damages against these parties, for the lack or inadequacy of Reserve funds in the Annual Budget. if the Association elects to waive all or part of such Reserve requirements, the Association may by a vote of not less than 75% of the total votes of the Association elect to again be governed by the Reserve requirements of this section.

7. Special Assessments. If said Annual Budget proves inadequate for any reason, including nonpayment of any Unit Owner's assessment, or any non-recurring Common Expense or any Common

Expense not set forth in the Annual Budget as adopted, the Board may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements, and which may be payable in one lump sum or such installments as the Board may determine. The Board shall serve notice of such further assessment on all Unit Owners (as provided in Section 4, Article III of the By-Laws) by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective and shall be payable at such time or times as determined by the Board, provided, however, that in the event such further assessment with respect to any Unit exceeds the greater of five (5) times such Unit's most recent monthly installment of Common Expenses or \$300.00, such further assessment for all Units shall not be effective until approved by 75% of the Unit Owners at a meeting of Unit Owners duly called for such purpose. All Unit Owners shall be obligated to pay the further assessment.

8. Default in Payment. (a) If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Association may assess a service charge of up to 4% of the balance of the aforesaid charges and assessments for each month, or part thereof, that said balance, or any part thereof remains unpaid. In addition to any remedies or liens provided by law, if a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for sixty (60) days, all other monthly payments of charges and assessments due for the calendar year in which such default occurs shall accelerate and become immediately due and payable. The Association may bring suit for and on behalf of itself and as representative of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as provided by law; and there shall be added to the amount due, the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. In addition, the Association may also take possession of such defaulting Unit Owner's interest in the Property and maintain an action for possession of the Unit in the manner provided by law. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit.

(b) Each such assessment, together with interest, court costs, late charges and reasonable attorneys' fees and costs of collections or the amount of any unpaid fine shall also be the personal obligation of the person who was the Unit Owner at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title or interest unless assumed by them, or required by applicable law.

9. Unit Owner Accounts. Upon ten (10) days' notice to the Association, and the payment of a reasonable fee fixed by the Association not to exceed Fifteen Dollars (\$15.00), any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

10. Rules and Regulations. The Association may, pursuant to the provisions of Section 11 of Article IV and Section 1(h) of Article VI of these By-Laws, from time to time, adopt or amend such rules and regulations governing the operation, maintenance, beautification and use of the Common Elements and the Units, not inconsistent with the terms of the Declaration, as it sees fit, and the Unit Owners shall conform to, and abide by, such rules and regulations. Written notice of such rules and regulations shall be delivered to all Unit Owners and occupants. A violation of such rules or regulations shall be deemed a violation of the terms of the Declaration.



## ARTICLE VII

### Contracts, Checks, Deposits and Funds

1. Contracts. The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

2. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the President of the Association.

3. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may elect.

4. Gifts. The Board may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

## ARTICLE VIII

### Books and Records

1. Maintaining Books and Records. The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board and committees having any of the authority of the Board.

2. Availability for Examination. The Association shall maintain the following records of the Association, and make such records available for examination and copying at convenient hours of weekdays by the Unit Owners, holders, insurers and guarantors of first mortgages that are secured by Units and their duly authorized agents or attorneys:

(a) copies of the Recorded Declaration, By-Laws, other Condominium Instruments and any amendments, Articles of Incorporation of the Association, if incorporated, annual reports, if incorporated, and any rules and regulations adopted by the Association of the Board. Prior to the organization of the Association, the Developer shall maintain and make available the records set forth in this subsection (a) for examination and copying.

(b) detailed accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred, and copies of all contracts, leases or other agreements entered into by the Association.

(c) the minutes of all meetings of the Association and the Board. The Association shall maintain these minutes for a period of not less than seven years.

(d) a record giving the names and addresses of the members entitled to Vote.

(e) ballots and proxies related thereto for all elections to the Board and for any other matters voted on by the Unit Owners. The Association shall retain these ballots and proxies for a period of not less than one year.

(f) such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to the General Not-For-Profit Corporation Act of 1986 of the State of Illinois, as amended.

A reasonable fee covering the direct out-of-pocket cost of providing such information and copying may be charged by the Association or the Board for the cost of providing such information and copying.

## **ARTICLE IX**

### **Fiscal Year**

The fiscal year of the Association begins on the first day of January and ends on the last day of December.

## **ARTICLE X**

### **Seal**

If the Association is incorporated, the Board shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal, Illinois."

## **ARTICLE XI**

### **Waiver of Notice**

Whenever any notice whatever is required to be given under the provisions of the Condominium Property Act of Illinois, the General Not-For-Profit Corporation Act of 1986 of the State of Illinois, or under the provisions of the articles of incorporation or By-Laws of the Association, or the Declaration, a waiver thereof (subject to all the provisions of such instruments) in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## **ARTICLE XII**

### **Amendments to By-Laws**

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted upon the affirmative vote of not less than 75% of all of the members at a regular meeting or at any special meeting called for such purpose, by Recording an instrument in writing setting forth such alteration, amendment or repeal, which is signed and acknowledged by the President or Vice President and the Secretary or Assistant Secretary of the Association and which contains an affidavit by an officer of the Board certifying that the necessary affirmative Vote of the members of the Association has been obtained.

## ARTICLE XIII

### Indemnification

The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a member of the Board or officer of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The Association may indemnify any person who was or is a party, or is threatened to be made a part to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a member of the Board or an officer of the Association against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

To the extent that a member of the Board or officer of the Association has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in the foregoing two paragraphs, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Any indemnification under the first two paragraphs of this Article shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the member of the Board or officer of the Association is proper in the circumstances because he or he has met the applicable standard of conduct set forth in the first two paragraphs of this Article. Such determination shall be made (1) by the Board by a majority vote of a quorum consisting of members of the Board who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by a majority of the members of the Association.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the members of the Board or the officer of the Association to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article.

The sums necessary to discharge the obligations of the Association under this Article shall be common expenses.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board, or otherwise, both as to action in his official capacity and as to action in other capacity while holding such office, and shall continue as to a person who has ceased to be a member of the Board or an officer of the Association.

## **ARTICLE XIV**

### **Construction**

(a) Nothing hereinabove contained shall in any way be construed as altering, amending or modifying the Declaration. Said Declaration and these By-Laws shall always be construed to further the harmonious, beneficial, cooperative and proper use and conduct of the Property. if there is any inconsistency or conflict between these By-Laws and the aforesaid Declaration, the provisions of the Declaration shall control.

(b) All words and terms used herein which are also used in the Declaration shall have the same meaning as provided for such words and terms in the Declaration.

(c) In the event the Association is incorporated, the words "Board of Directors" and "Director" shall be substituted for the words "Board" and "Member of the Board," respectively, wherever they appear herein.

EXHIBIT D

PLAT OF SURVEY

**DECLARATION OF CONDOMINIUM OWNERSHIP**  
**PURSUANT TO THE ILLINOIS CONDOMINIUM PROPERTY ACT**  
**1111 BONNIE BRAE PLACE CONDOMINIUM**

Address of Property: 1111 Bonnie Brae Place, River Forest, Illinois 60305

Permanent Index Numbers: 15-01-403-019-0000 (UNDERLYING)

Instrument Prepared By and Return To:

Rick J. Erickson  
716 Lee Street  
Des Plaines, IL 60016  
(847) 390-0100



**DECLARATION OF CONDOMINIUM OWNERSHIP**  
**PURSUANT TO THE ILLINOIS CONDOMINIUM PROPERTY ACT**  
**1111 BONNIE BRAE PLACE CONDOMINIUM**

This Declaration of Condominium Ownership (this "Declaration") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by BONNIE BRAE CONSTRUCTION, LLC (hereinafter collectively referred to as "Owner"):

W I T N E S S E T H:

WHEREAS, Owner is the owner in fee simple of certain real estate, hereinafter described, in Chicago, Cook County, Illinois; and

WHEREAS, Owner intends to, and does hereby submit such real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in any way pertaining thereto, to the provisions of the Illinois Condominium Property Act; and

WHEREAS, Owner desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself and all future owners of any part of said real estate, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the real estate and all units; and

WHEREAS, Owner desires and intends that the several unit owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the Property (as hereinafter defined) shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW, THEREFORE, Owner DECLARES as follows:

1. Definitions. Certain words and terms used in this Declaration are defined as follows:
  - (a) Act: The Condominium Property Act of the State of Illinois, as amended from time to time.
  - (b) Association: The Association of all the Unit Owners acting pursuant to the By-Laws, as amended, through its duly elected Board.
  - (c) Board: The board of managers of the Association as constituted at any time and from time to time. In the event the Association is incorporated, the Board shall mean the Board of Directors of the incorporated Association.
  - (d) Building: All structures, attached or unattached, containing one or more Common Elements.
  - (e) By-Laws: The By-Laws of the Association.

(f) Common Elements: All portions of the Property except the Units, including without limiting the generality of the foregoing, the Parcel, roofs, exterior walls, structures, and structural parts of the improvements on the Parcel, wherever located.

(g) Common Expenses: The proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board.

(h) Condominium Instruments: All documents and authorized amendments thereto Recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and Plat.

(i) Developer: **BONNIE BRAE CONSTRUCTION, LLC**, or such other persons or entities as Owner may from time to time designate.

(j) First Mortgagee: The holder of a note secured by a bona fide first mortgage or first trust deed covering any portion of the Property.

(k) Limited Common Elements: That part of the Common Elements contiguous to and serving a single Unit exclusively as an inseparable appurtenance thereto, including specifically such portions of the perimeter walls, floors and ceilings, windows, doors, and all fixtures and structures therein which lie outside the Unit boundaries, pipes, ducts, flues, shafts, electrical wiring or conduits or other system or component part thereof which serve a Unit exclusively to the extent such system or component part is located outside the boundaries of a Unit, and balconies, storage areas, parking spaces, storage units and areas with roof rights, which have been designated on the Plat as Limited Common Elements, if any.

(l) Maintenance Fund: All monies collected or received by the Association pursuant to the provisions of the Condominium Instruments.

(m) Majority of Unit Owners: The owners of more than 50% in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership.

(n) Occupant: A person or persons, other than a Unit Owner, in possession of a Unit.

(o) Parcel: The lot or lots, tract or tracts of land, submitted to the provisions of the Act pursuant to the Declaration, as amended.

(p) Person: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(q) Plat: A plat or plats of survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, which shall consist of a three dimensional horizontal and vertical delineation of all such Units and such other data as may be required by the Act.

(r) Property: All land, property and space comprising the Parcel, all improvements and structures erected constructed or contained therein or thereon, including the Building and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit and enjoyment of the Unit Owners, submitted to the provisions of the Act.

(s) Record: To record in the Office of the Recorder of Deeds of Cook County, Illinois.

(t) Reserves: Those sums paid by Unit Owners which are separately maintained by the Board for purposes specified by the Board or the Condominium Instruments.

(u) Unit: Any part of the Property designed and intended for any type of independent use and which is designated on the Plat as a Unit.

(v) Unit Owner: The person or persons whose estates interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

2. Legal Description of Parcel. The Parcel hereby submitted to the provisions of the Act is legally described as follows:

**Legal Description:**

**LOT 14 IN GREY AND BRAESE'S RESUBDIVISION OF BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1, 8, 9, 10, 11, 14, 15 AND 16 IN BOGU'S ADDITION TO OAK PARK BEING A SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ AND THE EAST 1/3 OF THE WEST ½ OF SAID SOUTHEAST ¼ OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

**Commonly known as: 1111 Bonnie Brae Place, River Forest Illinois 60305**  
**P.I.N.'s (undivided and underlying): 15-01-403-019-0000**

3. Description of Units. All Units are delineated on the Plat attached hereto as Exhibit D and made a part of this Declaration. Said Units are legally described on Exhibit A attached hereto and made a part hereof. The legal description of each Unit shall include the identifying number or symbol of such Unit as shown on the Plat. In the event that the Building located on the Parcel was not wholly completed, or the structural components of the Building constituting all the Unit boundaries were not then in place when Exhibit D was prepared, Owner reserves the right to, and shall cause to be Recorded when all of said structural components are in place, an amended Plat showing the actual locations and dimensions of the boundaries of those Units in the Building that are completed after the date Exhibit D was prepared. Whenever in this Declaration the term Plat or Exhibit D appears, it shall be deemed to include such amended Plat as shall be hereafter recorded pursuant to this Section.

4. Use and Ownership of the Common Elements. (a) The use of the Common Elements and the right of the Unit Owners with respect thereto shall be subject to and governed by the Act, the Condominium Instruments and the rules and regulations of the Board.

(b) Each Unit Owner shall own an undivided interest in the Common Elements, pursuant to the percentages set forth in Exhibit B attached hereto and made a part hereof, as a tenant in common with all the other Unit Owners. Except for the Limited Common Elements, each Unit Owner, his agents, permitted Occupants, family members and invitees shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence and such other incidental uses permitted by the Condominium Instruments, which right shall be appurtenant to, and run with, his Unit. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving only his Unit, the Limited Common Elements access to which is available through his or her Unit as designated on Exhibit D. The right to the exclusive

use and possession of the Limited Common Elements as aforesaid shall be appurtenant to and run with the Unit of such Unit Owner. Limited Common Elements may not be transferred between or among Unit Owners.

5. Encroachments and Easements. (a) If any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any portion of any Unit encroaches upon any part of any other Unit as a result of the construction, repair, reconstruction, settlement or shifting of the Building, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit or Common Elements so encroaching so long as all or any part of the Building containing such Unit or Common Elements so encroaching shall remain standing; provided, however, that after the date this Declaration is recorded, a valid easement for an encroachment shall in no event be created in favor of any owner of a Unit other than the Owner or in favor of the owners of the Common Elements if such encroachment occurred due to the willful conduct of such owner or owners.

(b) Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits, wires and equipment over, under, along and on any part of the Common Elements, as they exist on the date any Parcel is submitted to the Act.

(c) Upon approval by at least 75% of the Unit Owners, portions of the Common Elements may be dedicated to a public body for purposes of streets or utilities. Where such a dedication is made, nothing in the Act or any other law shall be construed to require that the real property taxes of every Unit must be paid prior to recordation of the dedication. Upon approval by a Majority of the Unit Owners, an easement may be granted for the laying, maintenance, and repair of cable television cable. Upon approval by a Majority of the Unit Owners, an easement may be granted to a governmental body for construction, maintenance, and repair of a project for protection against water damage or erosion. Any action pursuant to this subparagraph (c) must be taken at a meeting of Unit Owners duly called for that purpose.

(d) The Developer, its contractors and subcontractors, and their respective agents and employees shall have an easement for ingress, egress, and access to and throughout the Property to conduct any and all activities deemed necessary by the Developer in performance of its work, and as may be required in connection with, the construction and equipping of the improvements on the Parcel, which easement shall continue at the Developer's discretion for two (2) years following the date of the election of the Initial Board of Managers. In connection therewith, the Developer, its contractors and subcontractors, and their respective agents and employees shall have the right to take into and through and maintain on the Property all material and equipment required in connection with such construction and equipping, and to temporarily suspend operation of entrances, doors, corridors, and other Common Elements without liability to any Unit Owner or Occupant; provided, however, that at all times Unit Owners and Occupants shall have reasonable access to their respective Units and Limited Common Elements, and the Developer shall cause as little inconvenience to Unit Owners and Occupants as is reasonably possible under the circumstances. The Developer shall promptly repair any damage caused to the Common Elements or any Unit in connection with the exercise of its rights and easements under this subparagraph.

(e) A blanket easement over the Property is hereby granted in favor of the Association for the purpose of exercising its rights and performing its duties under this Declaration. The authorized representatives of the Association or the Board, or of the manager or managing agent for the Property, and any suppliers of water, utility, or cable television or similar entertainment services to the Property shall be entitled to reasonable access to, over, and through the individual Units as may be

required in connection with the operation, maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities, or fixtures affecting or serving other Units or the Common Elements, or to service and take readings of any utility meters located within a Unit.

(f) A pedestrian ingress and egress easement over the WEST 138 feet of the SOUTH 6 feet of LOT 14 is hereby created for the benefit of the occupants of 1101 Bonnie Brae Place, their guests, employees, contractors and any other individual having a right of entry into 1101 Bonnie Brae Place building.

(g) All easements and rights described herein are easements appurtenant, running with the Parcel, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said Parcel, or any part or portion thereof.

6. Pipes, Wires, etc. All pipes, wires, ducts, flues, chutes, conduits, public utility lines (to the outlets), and structural components located in or running through a Unit and serving more than one Unit or another Unit or serving, or extending into, the Common Elements, or any part thereof, shall be deemed part of the Common Elements, but shall not be deemed to be Limited Common Elements. No Unit Owner may take any action which would interfere with the ability of the Association to repair, replace or maintain said Common Elements as provided herein.

7. Lease of Units or Sublease or Assignment of Lease Thereof. Any Unit Owner shall have the right to lease, or permit a subsequent sublease or assignment of all (but not less than all) of his Unit upon such terms and conditions as the Unit Owner may deem acceptable, except that no Unit shall be leased, subleased or assigned for transient or hotel purposes, which are hereby defined as being for a period of less than thirty (30) days or for a period of more than thirty (30) days where hotel services normally furnished by a hotel (such as room service and maid service) are furnished. Any such lease, sublease or assignment shall be in writing, a copy of which must be delivered to the Association not later than the date of occupancy or 10 days after the lease is signed, whichever occurs first, and shall provide that the lease, sublease or assignment shall be subject to the terms of this Declaration and that any failure of the lessee, sublessee or assignee to comply with the terms of this Declaration shall be a default under the lease, sublease or assignment. The Unit Owner making any such lease, or permitting such sublease or assignment shall not be relieved thereby from any of his obligations under the Declaration. In addition to any other remedies, by filing an action jointly against the Unit Owner and the lessee, sublessee or assignee, the Association may seek to enjoin a lessee, sublessee or assignee from occupying a Unit or seek to evict a lessee, sublessee or assignee under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-Unit Owner to comply with the leasing requirements prescribed by this Section or by the Declaration, By-Laws, and rules and regulations.

8. Association. (a) The Owner, prior to the first annual meeting of Unit Owners, or the Association, thereafter, may cause the formation of an Illinois not-for-profit corporation for the purpose of facilitating the administration and operation of the Property and to act as the Association.

(b) Whether or not the Association is incorporated,

(1) Each Unit Owner shall be a member of such Association, which membership shall terminate upon the sale or other disposition by such member of his Unit, at which time the new Unit Owner shall automatically become a member therein;

(2) The provisions of Exhibit C of this Declaration shall be adopted as the initial By-Laws of such Association; and

(3) The name of such Association shall be "1111 Bonnie Brae Place Condominium Association", or a similar name.

9. Insurance, Repair and Reconstruction. (a) The Association shall acquire and pay for out of the Maintenance Fund herein provided for, the following:

(1) Such insurance as the Association is required to obtain under the provisions of the Act and such other insurance as the Association deems advisable in the operation, and for the protection, of the Common Elements and the Units. The Association shall also comply with the insurance requirements of the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal National Mortgage Association ("FNMA"), the U.S. Department of Housing and Urban Development ("HUD"), the Federal Housing Authority ("FHA") or the Veteran's Administration ("VA") to the extent that: (x) such agency is a mortgagee, assignee of a mortgagee, or an insurer or guarantor of a first mortgage with respect to any Unit and the Association is so notified thereof; and (y) such agency's requirements do not conflict with those contained in the Act. Any losses under such policies of insurance shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration and the Act.

The Association may engage the services of any bank or trust company authorized to do business in Illinois to act as trustee or agent on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provisions of this Declaration. In the event of any loss resulting in the destruction of the major portion of one or more Units, occurring after the first annual meeting of the Unit Owners is held pursuant to the provisions of the By-Laws, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed. The fees of such corporate trustee shall be Common Expenses.

Each Unit Owner, other than the Owner, shall notify the Association in writing of any material additions, alterations or improvements to his Unit and such Unit Owner shall be responsible for any deficiency in any insurance loss recovery resulting from his failure so to notify the Association. The Association shall use its reasonable efforts to obtain insurance on any such additions, alterations or improvements if such Unit Owner requests it to do so and if such Unit Owner shall make arrangements satisfactory to the Association to reimburse it for any additional premiums attributable thereto; and in the absence of insurance on such additions, alterations or improvements, the Association shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. All such policies of insurance shall contain standard mortgage clause endorsements in favor of the mortgagee of each Unit and shall provide that such policies shall not be terminated, canceled or substantially modified without at least thirty (30) days' prior written notice to the mortgagee of each Unit.

(2) Comprehensive public liability and property damage insurance in such limits as the Association shall deem desirable provided that such limit shall not be less than \$1,000,000.00 per occurrence, for personal injury and/or property damage, insuring the Association, the members of the Board, the managing agent, if any, and their respective agents and employees, and the Unit Owners from any liability in connection with the Property. Such policy shall provide that the insurance coverage shall not be canceled or substantially modified without at least thirty (30) days' written notice to the Association.



(3) Such other forms of insurance as the Association shall elect to effect including such Workmen's Compensation insurance, as may be necessary to comply with applicable laws.

(4) Fiduciary insurance coverage to protect against dishonest acts on the part of all officers, employees or other persons who either handle or are responsible for funds held or administered by the Association, if such insurance is mandated by law or if the Association shall elect to effect it. Such insurance coverage shall name the Association as an insured or obligee and shall be in an amount at least equal to the maximum amount of funds that will be in the custody of the Association plus Reserves.

(5) In the event FHLMC, FNMA, HUD, FHA or VA is a mortgagee, an assignee of a mortgagee, or an insurer or guarantor of a first mortgage with respect to any Unit and the Association is so notified, a fidelity bond or bonds (or insurance coverage if acceptable to such of FHLMC, FNMA, HUD, FHA or VA as are then a mortgagee or an assignee of a mortgagee) to protect against dishonest acts on the part of the officers, directors, trustees and employees of the Association and all others who handle, or are responsible for handling, funds of the Association. Such bond or bonds shall name the Association as an obligee and shall be in an amount at least equal to 150% of the estimated annual Common Expenses including Reserves, unless a higher amount is required by the FHLMC, FNMA, HUD, FHA or VA, in which case the bond or bonds shall be in the higher amount. Such bond or bonds shall contain a waiver of defense based upon the exclusion of persons who serve without compensation from the definition of "employee."

(b) Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Association, and the cost of any appraisal which the Association deems advisable in connection with any insurance, shall be Common Expenses.

(c) The Association shall secure insurance policies that will provide for the following:

(1) with respect to the insurance provided for in Subparagraph (a)(2) of this Paragraph, for coverage of cross liability claims of one insured against another and to preclude the insurer's denial of a Unit Owner's claim because of negligent acts of the Association or of other Unit Owners; and

(2) a waiver of any rights to subrogation by the insuring company against any named insured.

(d) The Association may, but shall not be required to, secure policies providing:

(1) with respect to the insurance provided for in Subparagraph (a)(1) of this Paragraph, that the policy cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual Unit Owners; and

(2) with respect to the insurance provided for in Subparagraph (a)(1) of this Paragraph, that the insurer shall not have the option to restore the Property, if the Property is sold or removed from the provisions of the Act.

(e) Each Unit Owner shall be responsible for insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner which are contained in a Unit and not a

part of the Unit, and not insured pursuant to Subparagraph 9(a)(1) hereof, and insurance for his personal liability to the extent not covered by insurance maintained by the Association.

(f) Upon the cancellation of any policy of insurance which the Association is required to obtain hereunder, the Association shall notify each party insured thereunder of such cancellation.

(g) in the event of fire or other disaster, the insurance proceeds, if sufficient to reconstruct the Building, shall be applied to restore the Building to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and Common Elements to have the same vertical and horizontal boundaries as before the fire or other disaster.

(h) if, in the event of fire or other disaster, the insurance proceeds are insufficient to restore the Building as set forth in the preceding Subparagraph (g), then:

(1) The Board shall call a meeting of Unit Owners to be held not later than the first to occur of (i) the expiration of thirty (30) days after the final adjustment of the insurance claims or the expiration of ninety (90) days after the fire or other disaster which caused the damage.

(2) At such meeting, the Board shall present an estimate of the cost of repair or reconstruction, together with an estimate of the part thereof which must be raised by way of special assessment.

(3) The Building shall be restored and the proposed special assessment shall be levied only upon the vote of 75% of the Unit Owners.

(4) If the Unit Owners do not vote to restore the Building at the meeting provided for in (1) above, then the Board may, at its discretion, call another meeting or meetings of Unit Owners to reconsider the question. If the Unit Owners do not vote to restore the Building within one hundred eighty (180) days after the fire or other disaster, then the Board may (but shall not be required to) Record a notice as permitted under the Act.

(5) if the Unit Owners do not vote to restore the Building under the provisions of the immediately preceding Subparagraph (g) and the Board does not Record a notice as permitted under the Act, then the Unit Owners may, upon the affirmative vote of a Majority of Unit Owners voting at a meeting duly called for that purpose and with the consent of all First Mortgagees, authorize the President or Vice President and the Secretary or Assistant Secretary to execute and Record an amendment to this Declaration for the purpose of withdrawing any portion of the Building so affected by such fire or other disaster from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit shall be re-allocated among the remaining Units on the basis of the relative percentage interest of the remaining Units. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution of the market value of the Unit, as determined by the Board. The allocation of any insurance, or other proceeds to any withdrawing or remaining Unit Owners shall be on an equitable basis, which need not be a Unit's percentage of interest in the Common Elements.

Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage of interest in the Common Elements. Any such proceeds available from the withdrawal of Limited Common Elements shall be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof,

assessments attributable to the period after such withdrawal shall no longer be required for such withdrawn Unit or shall be equitably reduced to reflect such withdrawn portion.

10. Separate Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each Unit Owner for his or her Unit and its corresponding percentage of ownership of the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, then the Association shall collect from each Unit Owner of a Unit not separately taxed, the proportionate share of the tax bill attributable to his or her Unit based on the relative percentages of ownership of the Common Elements of each such Unit not separately taxed in proportion to the total percentage of ownership of the Common Elements of all of the Units located on the property affected by such tax bill. Such taxes shall be considered a Common Expense of each such Unit.

11. Use and Occupancy of Units and Common Elements. The Units and Common Elements shall be occupied and used as follows:

(a) No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family, or such other uses permitted by this Declaration and for no other purposes. That part of the Common Elements separating any two or more adjoining Units used together may be altered to afford ingress and egress to and from such adjoining Units in accordance with the rules and regulations of the Association and upon such conditions as shall reasonably be determined by the Association, provided that a Unit Owner intending to so alter the Common Elements as aforesaid shall notify the Association at least twenty-one (21) days prior to the commencement of any such alteration. Parking spaces shall be used only for the parking of passenger automobiles and motorcycles.

(b) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property, except at such location and in such form as shall be determined by the Association. The right is reserved by the Owner or its agent or agents, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements, and the right is hereby given to any First Mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such First Mortgagee. Until all the Units are sold and conveyed, the Owner shall be entitled to access, ingress and egress to the Property as it shall deem necessary in connection with the sale of, or work in, the Building or any Unit. The Owner shall have the right to use any unsold Unit or Units as a model apartment or for sales or display purposes, and to relocate the same from time to time, and to maintain on the Property, until the sale of the last Unit, all models, sales offices and advertising signs or banners, if any, and lighting in connection therewith.

(c) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Association except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep his own Unit in good, clean order and repair. The use and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association.

(d) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, applicable for residential use, without the prior written consent of the Association. No Unit owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of any insurance

maintained by the Association, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(e) Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building or upon the Limited Common Elements and no sign, awning, canopy, shutter, radio or television antenna (except as installed as of the date this Declaration is recorded or except as thereafter installed by Owner or the Association) shall be affixed to or placed upon the exterior walls or roof or any part thereof or on the Common Elements, or Limited Common Elements, without the prior written consent of the Association. No air conditioning unit of whatever type, other than those installed as of the date this Declaration is recorded or those thereafter installed by the Owner or the Association, may be installed without the prior written permission of the Association.

(f) No animals, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that household pets, including dogs and cats, may be kept in Units, subject to rules and regulations adopted by the Association, which rules or regulations may exclude any kind of pet by type or category, provided that permitted household pets are not kept, bred, or maintained for any commercial purpose; and provided further that any such authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Association.

(g) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.

(h) Except as constructed or altered by or with the permission of the Owner or the Association, nothing shall be done in any Unit or in, on or to the Common Elements or Limited Common Elements which would impair the structural integrity, safety or soundness of the Building or which would structurally change the Building.

(i) No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(j) No benches, chairs or other personal property shall be left on, nor shall any playing, lounging, parking of baby carriages, playpens, bicycles, wagons, toys or vehicles be permitted on, any part of the Common Elements without the prior consent of, and subject to any rules and regulations of, the Association.

(k) Nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Elements, except as constructed or altered by or with the permission of the Owner at any time prior to the first annual meeting of the Unit Owners, without the written consent of the Association.

(l) Each Unit Owner and the Association hereby waive and release any and all claims which such Unit Owner or the Association may have against any other Unit Owner, the Association, members of the Board, the Owner and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty or any act or omission referred to in Paragraph 11(m), to the extent that such damage is covered by fire or other form of hazard insurance.

(m) If the act or omission of a Unit Owner, or of a member of a Unit Owner's family, a household pet, guest, Occupant or visitor of a Unit Owner shall cause damage to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, to the extent such payment is not waived or released under the provisions of Paragraph 11(1).

(n) Any release or waiver referred to in Paragraph 11(1) and 11(m) hereof shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder.

(o) No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Association, an unreasonable disturbance to others.

(p) This Paragraph 11 shall not be construed to prevent or prohibit a Unit Owner from maintaining a personal professional library, keeping personal business or professional records or accounts, handling personal business or professional telephone calls, or conferring with business or professional associates, clients or customers, in his Unit.

12. Violation of Declaration. The violation of any rule or regulation adopted by the Association or the breach of any covenant or provision herein or contained in the By-Laws, shall, in addition to any other rights provided for in this Declaration or the By-Laws, give the Association the right: (a) to enter upon the Unit, or any portion of the Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and neither the Association nor the officers, employees or agents thereof shall thereby be deemed guilty in any manner of trespass except, however, that judicial proceedings must be instituted prior to alteration or demolition of any items of construction; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided by law.

Provided, however, that, except in cases of emergency where damage to persons or property is threatened, the Association shall not take any such action unless it has (a) first given the Unit Owner alleged to have violated any restriction, condition or regulation adopted by the Association or to be in breach of any covenant or provision herein or contained in the By-Laws, a hearing on such allegations pursuant to rules and regulations adopted by the Association, (b) the Association shall have determined such allegations to be true, and (c) the Unit Owner shall not have desisted from such violation or breach or shall not have taken such steps as shall be necessary to correct such violation or breach within such reasonable period of time as determined by the Association and communicated to the Unit Owner. Any and all costs and expenses incurred by the Association in the exercise of its authority as granted in this Paragraph 12, including but not limited to court costs, reasonable attorneys' fees as determined by a court of competent jurisdiction, and cost of labor and materials, shall be paid by the Unit Owner in violation, and, until paid by such Unit Owner, shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses. Any such lien shall be junior and subordinate to the lien of a First Mortgagee with respect to such Unit.

Furthermore, if after hearing and finding as aforesaid and the failure of the Unit Owner to desist from such violation or to take such corrective action as may be required, the Association shall have the

power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of the said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the Association against the defaulting Unit Owner for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him on account of the violation of a rule or breach of covenant or provision as aforesaid, and ordering that all the right, title and interest of the Unit Owner in the Property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his or her interest at such judicial sale or by virtue of the exercise of any right of redemption which may be established, and except that the court shall direct that any existing first mortgage be retired out of the proceeds of such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds after satisfaction Of Such charges and any unpaid assessments hereunder or any liens shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the Unit and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

Any Unit Owner in default hereunder or under the provisions of the By-Laws or any rule or regulation adopted by the Association shall pay to the Association, as an agreed Common Expense with respect to his Unit, all interest, late charges, reasonable attorneys' fees, cost of collection and amount of any fine by the Association in enforcing the provisions of the By-Laws, this Declaration or the rules and regulations of the Association as to which the Unit Owner is in default. Until such amounts are paid by the Unit Owner, the total amount thereof shall constitute a lien on the interest of the Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses. Any such liens shall be junior and subordinate to the lien of a First Mortgagee with respect to such Unit.

13. Entry by Association. The Association or its officers, agents or employees may enter any Unit when necessary in connection with any painting, maintenance, repair or reconstruction for which the Association is responsible, or which the Association has the right or duty to do. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and except in the event of emergency shall be done upon reasonable notice to the Unit Owner. Any damage caused thereby shall be repaired by the Association as a Common Expense.

14. Grantees. Each grantee of the Owner, each purchaser under Articles of Agreement for Deed and each tenant, subtenant or assignee under a lease, sublease or assignment accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, the By-Laws, the rules and regulations of the Association, and the jurisdiction, rights and powers created or reserved by this Declaration, and the provisions of the Act, as at any time amended, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of each grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

15. Failure to Enforce. No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.



16. Notices. Whenever any notice is required to be given under the provisions of this Declaration or the By-Laws, a waiver thereof in writing by the person or persons entitled to such notice, whether before or at the time stated therein, shall be deemed equivalent to the giving of such notice, provided such waiver or the time of giving same is not contrary to the provisions of the Act. Notices required to be given to any devisee or personal representative of a deceased Unit Owner shall be delivered by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered. Other notices required or permitted to be given shall be in writing and shall be given in the manner set forth in the Condominium instruments.

17. Amendments. Except as hereinafter otherwise provided, the provisions of Paragraphs 1, 2, 3, 4, 5, 6, 24, 25, and this Paragraph 17 of this Declaration, may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all members of the Board, all of the Unit Owners and each mortgagee having a bona fide lien of record against any Unit. Except as herein otherwise provided, other provisions of this Declaration may be amended, changed or modified, upon approval by at least 75% of the Unit Owners, by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by the President or Vice-President and the Secretary or Assistant Secretary of the Association and containing an affidavit by an officer of the Association certifying that (i) at least 75% of the Unit Owners have approved such amendment, change or modification, and (ii) a copy of the amendment, change or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days prior to the date of such affidavit. The approval of First Mortgagees of Units who have requested that the Association notify them on any proposed action that requires the consent of a specified percentage of such mortgagees ("Eligible First Mortgagees") and which represent at least 51% of the Units subject to a mortgage or trust deed held by an Eligible First Mortgagee, shall be required to materially amend any provisions of the Declaration or By-Laws or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

- (a) voting;
- (b) assessments, assessment liens or subordination of such liens;
- (c) reserves for maintenance, repair and replacement of the Common Elements;
- (d) insurance or fidelity bonds;
- (e) rights to use of the Common Elements;
- (f) responsibility for maintenance and repair of the Common Elements;
- (g) the addition, annexation or withdrawal of property to or from 111 Bonnie Brae Place Condominium Association;
- (h) boundaries of any Unit;
- (i) interests in the Common Elements or Limited Common Elements;
- (j) convertibility of Units into Common Elements or of Common Elements into Units;
- (k) leasing of Units;

- (l) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his Unit in the condominium;
- (m) establishment of self-management by the Association where professional management has been required by FHLMC, FNMA, HUD, FHA or VA; or
- (n) any provisions that expressly benefit First Mortgagees, insurers or guarantors or FHLMC, FNMA, HUD, FHA or VA.

The approval of Eligible First Mortgagees shall be implied when such a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, delivered by certified or registered mail, with a "return receipt" requested. Any amendment, change or modification shall conform to the provisions of the Act and shall be effective upon Recordation thereof. No change, modification or amendment which affects the rights, privileges or obligations of the Owner shall be effective without the prior written consent of the Owner. The By-Laws may be amended in accordance with the provisions of Article XII thereof.

18. Arbitration. Any controversy between Unit Owners or any claim by a Unit Owner against the Association or another Unit Owner arising out of or relating to the Declaration, By-Laws, or rules and regulations of the Association may be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

19. Condemnation. To the fullest extent permitted by law, the Association is hereby designated to represent the Unit Owners, and each Unit Owner hereby appoints the Association as such Unit Owner's attorney-in-fact in any proceeding, negotiation, settlement or agreement regarding any loss or proceeds from condemnation of all or any part of the Property for this purpose. In the event of a taking or condemnation by competent authority of any part of the Property, the Association shall, if necessary, restore the improvements on the remaining portion of the Property to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking or condemnation. In the event that part or all of one or more Units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the Act and the percentage of ownership interest in the Common Elements allocated to such Unit or portion thereof (as determined by the Board on the basis of diminution in market value of the Unit) shall be re-allocated among the remaining Units on the basis of the relative percentage of ownership interests in the Common Elements of the remaining Units. In such cases, this Declaration and the Plat shall be amended accordingly by an instrument executed by the President or Vice-President and the Secretary or Assistant Secretary of the Association, which the Board shall record. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage of interest in the Common Elements. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage of interest in the Common Elements. Any such proceeds available from the withdrawal of Limited Common Elements shall be distributed in accordance with the interests of those entitled to their use, as determined by the Board. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof so withdrawn shall cease or shall be equitably reduced. Nothing contained herein shall be construed to prevent an aggrieved Unit Owner from instituting an action against either the Association or any Unit Owner for failure to comply with the provisions of the Declaration or the decisions of the Association.

20. Violations of Certain Rules. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of Barak Hussein Obama, the President of the United States, and of the now living lawful descendants of Joe Biden, the Vice-President of the United States.

21. Severability. The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and all of the terms hereof are hereby declared to be severable.

22. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class condominium development.

23. Changes or Modifications by Owner. Until the first annual meeting of Unit Owners is called, Owner, or its successors or assigns, shall have the right from time to time to change or modify the Condominium Instruments, which change or modification shall be effective upon the Recording thereof; provided, however, that the provisions of Paragraph 24 of this Declaration shall not be amended, modified or changed without the consent of any First Mortgagee affected thereby, and provided further that such right shall only be exercised (1) to bring the Declaration into compliance with the Act or to conform the Declaration to the requirements of FHLMC, FNMA, HUD, FHA or VA, or (2) to correct clerical or typographical errors in the Declaration and in the Plat of Survey, including changes in individual Units layouts and dimensions. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Owner to make any change or modification as authorized hereunder on behalf of each Unit Owner as attorney-in-fact for such Unit Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and consent to the reservation of, the power to Owner as aforesaid.

24. Rights of First Mortgagees. Any mortgage or trust deed owned or held by a First Mortgagee and Recorded prior to the Recording or mailing of a notice by the Association of the amount owing by a Unit Owner who has refused or failed to pay his share of the monthly assessment when due shall be superior to the lien of such unpaid Common Expenses set forth in said notice and to all assessments for Common Expenses which become due and are unpaid subsequent to the date of Recording of such first mortgage or first trust deed. Any First Mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage or trust deed, foreclosure of the mortgage or trust deed or deed (or assignment) in lieu of foreclosure shall not be liable for, and shall take the Unit and its proportionate interest in the Common Elements free from claims for unpaid common or special assessments levied by the Association which accrue prior to the date of possession as aforesaid.

A First Mortgagee, or an insurer or guarantor of the note held by a First Mortgagee, upon written request to the Association (such request to state the name and address of such First Mortgagee, insurer or guarantor and the Unit number), shall be entitled to timely written notice of:

(a) any proposed action that requires the consent of a specified percentage of Eligible Mortgagees;

(b) any proposed termination of 1111 Bonnie Brae Place Condominium Association as a condominium project;

(c) any condemnation loss or any casualty loss which affects a portion of the Common Elements, which loss exceeds \$10,000.00, or which affects any Unit, which loss exceeds \$1,000.00, on which there is a first mortgage held, insured or guaranteed by such eligible holder;

(d) any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to the mortgage of a First Mortgagee, insurer or guarantor, where such delinquency has continued for a period of 60 days; and

(e) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

25. Additional Rights of First Mortgagees. (a) Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications for the Building unless the approval is obtained from at least 75% of the Unit Owners and the Eligible First Mortgagees of Units which represent at least 51% of the Units subject to a mortgage or trust deed held by an Eligible First Mortgagee.

(b) Any election to terminate 1111 Bonnie Brae Place Condominium Association as a condominium project after substantial destruction or substantial taking by condemnation of the Property shall require the approval of at least 75% of the Unit Owners and the Eligible First Mortgagees of Units which represent at least 51% of the Units subject to a mortgage or trust deed held by an Eligible First Mortgagee.

(c) Any election to terminate 1111 Bonnie Brae Place Condominium Association as a condominium project for reasons other than substantial destruction or condemnation of the Property shall require the approval of at least 75% of the Unit Owners and the Eligible First Mortgagees of Units which represent at least 75% of Units subject to a mortgage or trust deed held by an Eligible First Mortgagee.

26. Trustees. In the event title to any Unit should be conveyed to a land title holding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder from time to time shall be liable for payment of any obligation, lien, or indebtedness chargeable or created under this Declaration against such Unit. No claim shall be made against any such title-holding trustee personally for payment of any claim, lien, or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfer of beneficial interest or the title of such real estate.

IN WITNESS WHEREOF, Owner has caused owner's name to be signed to these presents on the day and year first above written.

BONNIE BRAE CONSTRUCTION, LLC

By: \_\_\_\_\_  
Its Manager

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby  
certify that \_\_\_\_\_, personally known to me to be the same persons whose names are  
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that  
they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes  
therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**CONSENT OF MORTGAGEE**

\_\_\_\_\_, an Illinois banking institution (the "Mortgagee"), holder of a note secured by a Mortgage dated \_\_\_\_\_, and recorded on \_\_\_\_\_ as Document No. \_\_\_\_\_ with the Recorder of Deeds of Cook County, Illinois, and an Assignment of Rents dated \_\_\_\_\_, and recorded \_\_\_\_\_, as Document No. \_\_\_\_\_ with the Recorder of Deeds of Cook County, Illinois, hereby consents to the execution of and recording of the above and foregoing Declaration of Condominium and hereby subordinates said mortgages and assignment of rents to the provisions of the foregoing Declaration of Condominium and the Condominium Property Act of the State of Illinois.

IN WITNESS WHEREOF, \_\_\_\_\_ has caused this instrument to be signed by its duly authorized officers on its behalf on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: (Assistant) Secretary

STATE OF ILLINOIS     )  
                                      ) SS.  
COUNTY OF COOK     )

I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby certify that \_\_\_\_\_, (Vice) President, and \_\_\_\_\_, (Assistant) Secretary, of Wintrust Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION OF UNITS

**Parcel 1:** Unit 1 and P- and S-, 2 and P- and S-, 3 and P- and S- in the 1111 Bonnie Brae Place Condominium, as delineated on the survey of

**LOTS 14 IN GREY AND BRAESE'S RESUBDIVISION OF BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1, 8, 9, 10, 11, 14, 15 AND 16 IN BOGU'S ADDITION TO OAK PARK BEING A SUBDIVISION OF THE EAST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  AND THE EAST  $\frac{1}{3}$  OF THE WEST  $\frac{1}{2}$  OF SAID SOUTHEAST  $\frac{1}{4}$  OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

COMMONLY KNOWN AS: 1111 BONNIE BRAE PLACE  
RIVER FOREST, ILLINOIS 60305

**Parcel 2:** Parking Space P- in the 1101 Bonnie Brae Place Condominium, as delineated on the survey of

**LOTS 15 AND 16 IN GREY AND BRAESE'S RESUBDIVISION OF BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1, 8, 9, 10, 11, 14, 15 AND 16 IN BOGU'S ADDITION TO OAK PARK BEING A SUBDIVISION OF THE EAST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  AND THE EAST  $\frac{1}{3}$  OF THE WEST  $\frac{1}{2}$  OF SAID SOUTHEAST  $\frac{1}{4}$  OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

COMMONLY KNOWN AS: 1101-1107 BONNIE BRAE PLACE  
RIVER FOREST, ILLINOIS 60305



EXHIBIT B

PERCENTAGE INTEREST IN COMMON ELEMENTS

UNIT NUMBER

PERCENT INTEREST

1 and P- and S-

2 and P- and S-

3 and P- and S-

1101 Bonnie Brae Place, P-

## EXHIBIT C

### BY-LAWS OF THE ASSOCIATION

#### **BY-LAWS OF 1111 BONNIE BRAE PLACE CONDOMINIUM ASSOCIATION**

## **ARTICLE I**

### **General Provisions**

The Association is responsible for the overall administration of the Property through its duly elected Board. Whether or not incorporated, the Association shall have the powers and responsibilities specified in the General Not-For-Profit Corporation Act of 1986 of the State of Illinois, which are not inconsistent with the Act or the Condominium Instruments. The Association shall have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Act or the Condominium Instruments.

## **ARTICLE II**

### **Members**

1. Classes of Members, Membership, and Termination Thereof. The Association shall have one class of members. The designation of such class and the qualifications of the members of such class shall be as follows:

Each Unit Owner shall be a member of the Association, which membership shall terminate upon the sale or other disposition of such member's Unit, at which time the new Unit Owner shall automatically become a member of the Association. Such termination shall not relieve or release any such former Unit Owner from any liability or obligation incurred under or in any way connected with the condominium or the Association, during the period of such ownership and membership in the Association. Furthermore, such termination shall not impair any rights or remedies which the Board or others may have against such former Unit Owner arising from, or in anyway connected with, such ownership and membership and the covenants and obligations incident thereto. No certificates of stock or other certificates evidencing membership shall be issued by the Association.

2. Votes and Voting Rights. (a) Until the date of the first annual meeting of the members, as provided in Article III, Section 1 hereof, no member of the Association shall have the right to elect the Board of Managers, all such members of the Board shall be appointed and shall hold office as provided in Article IV, Section 2 of these By-Laws.

(b) Commencing with the date of the said first annual meeting of the members, the total number of votes of all members shall be 100. Each member shall be entitled to the number of votes equal to his or her percentage ownership interest in the Common Elements (as defined in the Declaration) at the time any matter is submitted to a vote of the members.

(c) If a Unit is owned by more than one person, the voting rights with respect to such Unit shall not be divided, but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. Any proxy must be executed in writing by the Unit Owner or his duly authorized attorney-in-fact, must bear the date of execution, and shall be invalid after 11 months from the date of its execution. If only one of the multiple owners of a Unit is present at a meeting, such individual is entitled to cast all the votes allocated to that Unit. If more than one of the multiple owners are present, and if any one of the multiple owners cast the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit, there is deemed to be majority agreement.

(d) Any specified percentage of the members, whether majority or otherwise, for purposes of voting or for any other purpose, wherever provided in these By-Laws, shall mean such percentage of the total number of votes hereinabove set forth. Such percentage shall be computed in the same manner as is a specified percentage of the Unit Owners of the Condominium as provided in the Declaration; provided, however, that when 30% or fewer of the Units, by number, possess over 50% in the aggregate of the votes as provided herein, any percentage vote of the members specified herein or in the Declaration shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

3. Transfer of Membership. Membership in this Association is not transferable or assignable, except as provided in Article 11, Section 1 hereof.

4. Installment Contracts. Anything herein to the contrary notwithstanding, in the event of a sale of a Unit, the purchaser of such Unit from a seller other than the Developer pursuant to an installment contract for purchase, during such times as he or she resides in the Unit, shall be counted toward a quorum for purpose of election of members of the Board at any meeting of the Unit Owners called for the purposes of electing members of the Board, shall have the right to vote for the election of members of the Board and to be elected to and serve on the Board unless the seller expressly retains in writing any or all of such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents. "Installment Contract" shall have the same meaning as set forth in Section 1(e) of "An Act Relating to Installment Contracts to Sell Dwelling Structures", approved August 11, 1967, as amended.

## **ARTICLE III**

### **Meetings of Members**

1. Annual Meeting. The first annual meeting of the members shall be held on such date as is fixed by the Developer, which date shall in no event be later than the earlier of (a) three years from the date the Declaration is recorded in the Office of the Recorder of Deeds of Cook County, Illinois, (b) sixty (60) days from the date when all of the Units have been conveyed by Owner, or (c) Such earlier time as selected by the Developer. Thereafter, an annual meeting of the members for the purpose of electing Board members and for the transaction of such other business as may come before the meeting shall be held on the first Tuesday of December each year or such other date as is selected by the Board which date is within sixty (60) days before or after the first Tuesday of December; provided, however that no such meeting need be held less than one year after the first annual meeting of the members. If the election of members of the Board shall not be held on the day designated herein for any annual meeting, or at any

adjournment thereof, the Board shall cause the election to be held at a special meeting of the members called as soon thereafter as may be convenient.

2. Special Meetings. Special meetings of the members may be called by the Board, the President, or not less than 50% of the members. All matters to be considered at special meetings of the members called by not less than 50% of the members shall first be submitted in writing to the Board not less than ten (10) days prior to the date of the special meeting of the members called to consider such matters.

3. Place and Time of Meeting. All meetings of the members shall take place at 7:00 P.M., in some section of the Property designated by the person or persons calling the meeting, or at such other reasonable place or time designated by the Board or the person or persons calling the meeting.

4. Notice of Meetings. Written or printed notice stating the purpose, place, day and hour of any meeting of members shall be mailed or delivered to each member entitled to vote at such meeting, not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the President or the Secretary, or the officer or persons calling the meeting, provided that notice of the first annual meeting of the members shall be mailed or delivered not less than twenty-one (21) nor more than thirty (30) days before the date of such meeting. The notice of a meeting shall be deemed mailed when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with proper postage thereon prepaid.

5. Quorum. The members present at a meeting in person or by proxy, holding 50% of the votes which may be cast at any meeting, shall constitute a quorum at such meeting. If a quorum is not present at the commencement of any meeting of members, the meeting shall be adjourned and may only be called again in accordance with the provisions of these By-Laws.

6. Proxies. At any meeting of members, a member entitled to vote may vote either in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution. Any proxy distributed for election of members of the Board shall give Unit Owners the opportunity to designate any person as the proxy holder and shall give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

7. Manner of Acting. Except as set forth below and except as otherwise required by the Declaration or the Act, any action to be taken at any meeting of the members at which a quorum is present shall be upon the affirmative vote of more than 50% of the members represented at such meeting. The following matters shall require the affirmative vote of not less than 75% of all the members at a meeting duly called for that purpose:

- (a) merger or consolidation of the Association;
- (b) sale, lease, exchange, mortgage, pledge or other disposition of all or substantially all, of the property and assets of the Association; or
- (c) the purchase and sale of land or Units on behalf of the Unit Owners.

## ARTICLE IV

### Board

1. In General. The affairs of the Association shall be managed by its Board of Managers, which shall act as the Board of Managers of the Condominium as provided in the Act and the Declaration.

2. Number, Tenure and Qualifications. The number of members of the Board shall be three (3). Until the date of the first annual meeting of the members as hereinabove provided, members of the Board shall be the directors named in the Articles of Incorporation of the Association, if the Association is incorporated; otherwise, the members of the Board shall be as appointed by the Developer. Such members of the Board shall hold office until the first annual meeting of the members. Commencing with the date of the first annual meeting of the members, the number of members of the Board shall be three (3) and shall be elected solely by, from and among, the members for a term of one year and until their respective successors shall have been elected and qualified. All members of the Board shall be elected at large. The Board elected at such first annual meeting shall be the initial Board of Managers as provided in the Act. Each member of the Board shall hold office without compensation. In the event that a member of the Association is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity, may be eligible to serve as a member of the Board. If there are multiple owners of a single Unit, only one of the multiple owners shall be eligible to serve as a member of the Board at any one time. A member of the Board may succeed himself in office.

3. Election. At each annual meeting of the members, the members shall be entitled to vote on a cumulative basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of the ballots at such election. The Board may disseminate to Unit Owners biographical and background information about candidates for election to the Board if: (a) no preference is expressed in favor of any candidate; and (b) reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated.

4. Regular Meetings. A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of members. The Board shall by regulations which the Board may, from time to time adopt, provide the time and place for the holding of additional regular meetings of the Board, provided that the Board shall meet at least four times per year.

5. Special Meetings. Special meetings of the Board may be called by or at the request of the President or a majority of the members of the Board. The person or persons permitted to call special meetings of the Board may fix the time and place for holding any special meeting of the Board called by them.

6. Notice. Written notice of any special meeting of the Board shall be mailed or delivered to all members of the Association and all members of the Board not calling the meeting at least three (3) business days prior to the date of such special meeting. Written notice of regular meetings of the Board shall be mailed or delivered to all members of the Association at least three (3) business days prior to the date of such meeting. All such notices shall be deemed to be mailed when deposited in the United States mail addressed to each member at his address as it appears on the records of the Association, with proper postage thereon paid. The business to be transacted at, or the purpose of any regular or special meeting of the Board, shall be specified in the notice. Notices of a regular meeting of the Board need not be served

on members of the Board. However, copies of said notices of meetings of the Board shall be posted in entranceways or other conspicuous places in the condominium designated by the Board at least three (3) business days prior to the meeting.

7. Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a majority of the members of the Board are present at the commencement of said meeting, the meeting shall be adjourned and may only be called again in accordance with the provisions of these By-Laws.

8. Manner of Acting. The act of a majority of the members of the Board present at a meeting at which a quorum is present at the commencement of the meeting shall be the act of the Board, except where otherwise provided by law or in the Condominium Instruments.

9. Vacancies. Any vacancy occurring in the Board by reason of death, removal or resignation of a member of the Board shall be filled by a two-thirds vote of the remaining members of the Board. A member elected to fill a vacancy shall be elected until the next annual meeting of the members of the Association; provided that if a petition signed by members of the Association holding 20% of the votes in the Association requesting a meeting of the members to fill the vacancy for the balance of the unexpired term of his predecessor, the term of the member so elected by the Board shall terminate 30 days after the filing of the petition and a meeting of the members for the purpose of filling such vacancy for such unexpired term shall be called no later than 30 days following the filing of such petition. Members of the Board, including those appointed by the Developer, may resign at any time by written resignation delivered or mailed to any officer of the Association, which resignation shall be effective upon receipt of said resignation. If as the result of the death, removal or resignation of a member of the Board, no member of the Board remains in office, a special meeting of members of the Association may be called to fill all vacancies for the unexpired terms of the members of the Board.

10. Removal. From and after the date of the first annual meeting of the members, any member of the Board may be removed from office by the affirmative vote of 75% of all the members of the Association at a special meeting called for such purpose.

11. Adoption of Rules and Regulations. All rules and regulations, or amendments thereto, shall be adopted by the Board after a meeting of the members called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations, which rules and regulations conform to the requirements of Section 18(b) of the Act and the Declaration and these By-Laws. No quorum is required at such meeting of the members. No rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution nor may any rules or regulations conflict with the provisions of the Act or the Condominium Instruments. Such rules and regulations shall be effective sixty (60) days after their adoption, provided that the members may veto any rule or regulation at a special meeting of the members called for such purpose, and held before the effective date of the rule or regulation, by a vote of 75% of all the members of the Association.

12. Open Meetings. All meetings of the Board, whether regular or special shall be open to the members of the Association except for meetings:

- (a) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal or when the Board finds that such an action is probable or imminent;

(b) to consider information regarding appointment, employment or dismissal of an employee;

(c) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of Common Expenses.

Any vote on the above matters shall be taken at a meeting or portion thereof open to any member. Any member may record the proceedings at meetings required to be open by the Act or these By-Laws by tape, film or other means, subject to reasonable rules and regulations prescribed by the Board to govern the right to make such recordings.

13. Contracts. The Board may not enter into a contract with a current board member or with a corporation or partnership in which a board member has a twenty-five percent (25%) or more interest, unless notice of intent to enter the contract is given to Unit Owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by 51% of the Unit Owners, for an election to approve or disapprove the contract. Such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition.

14. Powers and Duties. The powers and duties of the Board shall include, but not be limited to, the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. However, nothing in the foregoing sentence shall be deemed to invalidate any provision in the Condominium Instruments placing limits on expenditures for capital additions or capital improvements to the Common Elements (other than for purposes of repairing, replacing or restoring portions of the Common Elements) by the Board without the prior approval of the Unit Owners.

## ARTICLE V

### Officers

1. Officers. The officers of the Association shall be a President, a Treasurer and a Secretary, and such assistants to such officers as the Board may deem appropriate.

2. Election and Term of Office. The officers of the Association shall be elected annually by the Board at the regular annual meeting of the Board, from and among the members of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be possible. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and shall have qualified. An officer may succeed himself in office. Officers shall serve without compensation.

3. Removal. Any officer elected by the Board may be removed by a majority vote of the members of the Board.

4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

5. President. The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. The President shall preside at all meetings of the members of the Board. The President may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any deeds, mortgages, contracts, or other



instruments which the Board has authorized to be executed and any amendment to the Declaration or Plat as provided in the Act, and, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

6. Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII of these By-Laws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board.

7. Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law, receive all notices on behalf of the Association and, together with the President, execute on behalf of the Association amendments to Condominium Instruments and other documents as required or permitted by the Declaration, these By-Laws or the Act, be custodian of the records and, if incorporated, of the seal of the Association and, if the Association is incorporated, see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-Laws; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board.

## ARTICLE VI

### Powers and Duties of the Association and Board

1. General Duties, Powers, Etc. of the Board. The Board shall exercise for the Association all powers, duties and authority vested in the Association by the Act and the Condominium instruments, including but not limited to the following:

- (a) operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements and the Limited Common Elements.
- (b) preparation, adoption and distribution of the annual budget for the Property.
- (c) levying of assessments.
- (d) collection of assessments from Unit Owners.
- (e) employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.
- (f) obtaining adequate and appropriate kinds of insurance.
- (g) owning, conveying, encumbering, leasing, and otherwise dealing with Units conveyed to or purchased by it.
- (h) adoption and amendment of rules and regulations covering the details of the operation and use of the Property.

(i) keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.

(j) having access to each Unit, from time to time, as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

(k) paying real property taxes, special assessments, any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the condominium.

(l) imposing charges for late payments of a Unit Owner's assessments, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of the Declaration, By-Laws, and rules and regulations of the Association.

(m) assigning its right to future income, including the right to receive assessments.

(n) recording the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility where authorized by the Unit Owners under the provisions of Section 5(c) of the Declaration.

(o) recording the granting of an easement for the laying, maintenance, and repair of cable television cable or for construction, maintenance, and repair of a project for protection against water damage or erosion, where authorized by the Unit Owners under the provisions of Section 5(c) of the Declaration.

(p) borrowing money at such rates of interest as it may determine; to issue its notes, bonds and other obligations to evidence such borrowing; and to secure any of its obligations by assigning its right to future income including the right to receive assessments for common expenses, and/or by making a mortgage or giving a security interest in all or any of its property or income, provided if such mortgage or security interest encumbers all or substantially all of the assets of the Association, the approval of the members shall first be obtained pursuant to Article 111, Section 7 of these By-Laws.

(q) reasonable accommodation of the needs of handicapped Unit Owners, as required by the Human Rights Act, in the exercise of its powers with respect to the use of the Common Elements or approval of modification in an individual Unit.

In the performance of their duties, the officers and members of the Board, whether appointed by the Developer or elected by the members, shall exercise the care required of a fiduciary of the members.

2. Specific Powers and Duties. Anything herein contained to the contrary notwithstanding, the Association shall have the power:

(a) to engage the services of a manager or managing agent, who may be any person, firm or corporation, upon such terms and compensation as the Association deems fit, and to remove such manager or managing agent at any time, provided any agreement with such

manager or managing agent shall extend for not more than three years and must be terminable by either party to such agreement without cause and without payment of a termination fee, upon ninety (90) days or less prior written notice.

(b) to engage the services of any persons (including, but not limited to, accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Association, in the operation, repair, maintenance and management of the Property, or in connection with any duty, responsibility or right of the Association and to remove, at any time, any such personnel.

(c) to establish or maintain one or more bank accounts, or functionally similar accounts such as money market fund accounts, for the deposit of any funds paid to, or received by, the Association.

(d) to invest any funds of the Association in certificates of deposits, money market funds, or comparable investments.

(e) upon authorization of a two-thirds vote of the members of the Board or by affirmative vote of not less than a majority of the Unit Owners at a meeting duly called for such purpose, the Board acting on behalf of all Unit Owners shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments or charges of the State of Illinois or any political subdivision thereof or of any lawful taxing or assessing body, and to charge and collect all expenses incurred in connection therewith as Common Expenses.

Nothing herein shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Unit Owners or any of them.

3. Authorized Expenditures. The Association shall acquire and make arrangements for, and pay for out of the Maintenance Fund, in addition to the manager, managing agent or other personnel above provided for, the following:

(a) water, waste removal, heating, electricity, telephone and other necessary utility service for the Common Elements and such services to the Units as are not separately metered or charged to the owners thereof.

(b) such insurance as the Association is required or permitted to obtain as provided in the Declaration.

(c) landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the Limited Common Elements not visible from the exterior of the Building which the Unit Owners enjoying the use thereof shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the Common Elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Elements. Anything in the foregoing to the contrary notwithstanding, the Association shall be responsible for the repair and replacement of all windows and doors, provided that where the need for repair or replacement is due to the act or omission of a Unit Owner, guest, occupant, family member or pet, the Association shall charge the Unit Owner for the cost of such repair or replacement.

(d) any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments which the Association deems necessary or proper for the maintenance and operation of the Property or for the enforcement of any restrictions or provisions contained herein.

(e) any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which may in the opinion of the Association constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens including but not limited to, any interest, late charges, reasonable attorneys' fees, costs of collections and the amount of any unpaid fine shall be specially assessed to said Unit Owners and shall, until paid by such Unit Owners, constitute a lien on the interest of such Unit Owners in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses.

(f) maintenance and repair of any Unit or any other portion of the Property which a Unit Owner is obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Elements, or any other portion of the Property, and the owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair is delivered by the Association to said Unit Owner; provided that the Association shall levy a special assessment against such Unit for the cost of said maintenance or repair and the amount of such special assessment shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses.

(g) Maintenance and repairs (including payment of real estate taxes and common expenses) with respect to any Unit owned by the Association.

All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Association, and a written memorandum thereof prepared and signed by the treasurer. There shall be no structural alterations, capital additions to, or capital improvements on the Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00) without the prior approval of 75% of the Unit Owners.

4. Annual Budget. (a) Each year on or before November 1st, the Board shall estimate the annual budget of Common Expenses (the "Annual Budget") including: the total amount required for the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements (as hereinafter specified), all anticipated assessments and income and each Unit Owner's proposed Common Expense assessment, together with an indication of which portions of the Annual Budget are intended for capital expenditures or repairs of payment of real estate taxes. The Board shall deliver a copy of the proposed Annual Budget to each Unit Owner at least thirty (30) days prior to the adoption thereof. The Association shall give Unit Owners notice as provided in Section 4 of Article III of the By-Laws of the meeting of the Board at which the Board proposes to adopt the Annual Budget, or at which any increase or establishment of any assessment, regular or special, is proposed to be adopted.

(b) If an adopted Annual Budget requires assessment against Unit Owners in any year exceeding 115% of the assessments for the preceding year, the Board, upon written petition by Unit Owners representing 20% of the votes of the Association may, within 14 days of the Board action, petition and require the Board to call a meeting of the Unit Owners within 30 days of the date of filing of the petition to consider the budget. Unless a majority of the votes of the Unit Owners are cast at a meeting to reject the budget, it is ratified, whether or not a quorum is present. In determining whether assessments exceed 115% of similar assessments in the preceding year, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, and budgeted expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

(c) The Annual Budget shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements. Each Unit Owner shall be obligated to pay to the Association, or as it may direct, the portion of the Annual Budget assessed to such owner in equal monthly installments (subject to acceleration as hereinafter provided) on or before January 1st of the ensuing year, and the 1st day of each and every month of said year. Notwithstanding the foregoing, the Developer shall be exempt from paying assessment on the units in his possession prior to their sale to Unit Owners. The Developer shall be reimbursed from the Association funds for any property maintenance expenses and any money advanced to the Association.

(d) The failure or delay of the Association to prepare or serve the Annual Budget on the Unit Owners shall not constitute a waiver or release in any manner of the Unit Owner's obligation to pay the maintenance and other costs and necessary Reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual or adjusted budget, the Unit Owners shall continue to pay the monthly assessment charges at the then existing monthly rate established for the previous period until the monthly assessment payment which is due more than ten (10) days after such new annual Budget shall have been mailed.

(e) Anything herein or in the Declaration to the contrary notwithstanding, the Board may charge to fewer than all Unit Owners such portion of the insurance premium for insurance the Association is required or permitted to obtain which reflects increased charges for coverage on the Units owned by such Unit Owners, on such reasonable basis as the Board shall determine. Such charge shall be considered a common expense with respect to the Units owned by such Unit Owners for all purposes herein and under the Declaration.

(f) All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such special adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in their relative percentages of ownership interest in the Common Elements.

5. Annual Accounting. (a) On or before the 1st day of August of each calendar year commencing 2018, the Association shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with an indication of which portions of the Annual Budget were for capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus Reserves. Any amount accumulated in excess of the amount required for actual expenses and Reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Elements to the next monthly installments due from Unit

Owners under the current year's Annual Budget, until exhausted, and any net shortage shall be added, according to each Unit Owner's percentage of ownership of the Common Elements, to the installments due in the succeeding six months after rendering of the accounting.

(b) The Association shall allow any First Mortgagee to examine the books and records of the Association during reasonable business hours and to receive, on request, annual reports and other financial data prepared by the Association or at its direction.

(c) The Association must provide an audited financial statement for the preceding fiscal year Upon Submission of a written request by any holder, insurer, or guarantor of a first mortgage secured by a Unit.

6. Reserves. (a) The Association may build up and maintain a reasonable Reserve for operations, contingencies and replacement. To establish such Reserve, the Developer shall collect from each Unit Owner upon conveyance by Owner of a Unit to such Unit Owner, an amount equal to one sixth of the Annual Budget as initially established by the Developer for the first year following the first annual meeting of the members and allocable to such Unit, and shall remit such amount to the Association. Extraordinary expenditures not originally included in the Annual Budget which may become necessary during the year shall be charged first against such Reserve. In addition, the Association or the Board shall have the right to segregate all or any portion of the Reserve for any specific replacement or contingency upon such conditions as the Association or the Board deems appropriate. On or before the day of the first annual meeting of members, the Developer shall pay for each Unit then owned by the Developer, such Unit's percentage interest multiplied by one sixth of the Annual Budget as initially established by the Developer for the first year following the first annual meeting of the members. When such Units are later sold, the Developer may collect from such purchaser sufficient funds to reimburse itself for the funds paid at the time of the first annual meeting of the members.

(b) The Annual Budget shall provide for reasonable reserves for capital expenditures and deferred maintenance for repair or replacement of the Common Elements. To determine the amount of Reserves appropriate for the Association, the Board of Managers shall take into consideration the following: (i) the repair and replacement cost, and the estimated useful life, of the property which the Association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the Building and Common Elements, and energy systems and equipment; (ii) the current and anticipated return on investment of Association funds; (iii) any independent professional reserve study which the Association may obtain; (iv) the financial impact on Unit Owners, and the market value of the Units, of any assessment increase needed to fund Reserves; and (v) the ability of the Association to obtain financing or refinancing. Anything to the contrary in the foregoing notwithstanding, the Association may elect to waive in whole or in part the Reserve requirements of this section by a vote of not less than 75% of the total votes of the Association, In the event the Association elects to waive all or part of the Reserve requirements of this section, such fact must be disclosed after the meeting at which such waiver occurs by the Association in the financial statements of the Association and, highlighted in bold print, in the response to any request of a prospective purchaser for the information prescribed under Section 22.1 of the Act; and no member of the Board or the managing agent of the Association shall be liable, and no cause of action may be brought for damages against these parties, for the lack or inadequacy of Reserve funds in the Annual Budget. if the Association elects to waive all or part of such Reserve requirements, the Association may by a vote of not less than 75% of the total votes of the Association elect to again be governed by the Reserve requirements of this section.

7. Special Assessments. If said Annual Budget proves inadequate for any reason, including nonpayment of any Unit Owner's assessment, or any non-recurring Common Expense or any Common Expense not set forth in the Annual Budget as adopted, the Board may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements, and which may be payable in one lump sum or such installments as the Board may determine. The Board shall serve notice of such further assessment on all Unit Owners (as provided in Section 4, Article III of the By-Laws) by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective and shall be payable at such time or times as determined by the Board, provided, however, that in the event such further assessment with respect to any Unit exceeds the greater of five (5) times such Unit's most recent monthly installment of Common Expenses or \$300.00, such further assessment for all Units shall not be effective until approved by 75% of the Unit Owners at a meeting of Unit Owners duly called for such purpose. All Unit Owners shall be obligated to pay the further assessment.

8. Default in Payment. (a) If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Association may assess a service charge of up to 4% of the balance of the aforesaid charges and assessments for each month, or part thereof, that said balance, or any part thereof remains unpaid. In addition to any remedies or liens provided by law, if a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for sixty (60) days, all other monthly payments of charges and assessments due for the calendar year in which such default occurs shall accelerate and become immediately due and payable. The Association may bring suit for and on behalf of itself and as representative of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as provided by law; and there shall be added to the amount due, the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. In addition, the Association may also take possession of such defaulting Unit Owner's interest in the Property and maintain an action for possession of the Unit in the manner provided by law. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit.

(b) Each such assessment, together with interest, court costs, late charges and reasonable attorneys' fees and costs of collections or the amount of any unpaid fine shall also be the personal obligation of the person who was the Unit Owner at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title or interest unless assumed by them, or required by applicable law.

9. Unit Owner Accounts. Upon ten (10) days' notice to the Association, and the payment of a reasonable fee fixed by the Association not to exceed Fifteen Dollars (\$15.00), any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

10. Rules and Regulations. The Association may, pursuant to the provisions of Section 11 of Article IV and Section 1(h) of Article VI of these By-Laws, from time to time, adopt or amend such rules and regulations governing the operation, maintenance, beautification and use of the Common Elements and the Units, not inconsistent with the terms of the Declaration, as it sees fit, and the Unit Owners shall conform to, and abide by, such rules and regulations. Written notice of such rules and regulations shall be delivered to all Unit Owners and occupants. A violation of such rules or regulations shall be deemed a violation of the terms of the Declaration.



## ARTICLE VII

### Contracts, Checks, Deposits and Funds

1. Contracts. The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

2. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the President of the Association.

3. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may elect.

4. Gifts. The Board may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

## ARTICLE VIII

### Books and Records

1. Maintaining Books and Records. The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board and committees having any of the authority of the Board.

2. Availability for Examination. The Association shall maintain the following records of the Association, and make such records available for examination and copying at convenient hours of weekdays by the Unit Owners, holders, insurers and guarantors of first mortgages that are secured by Units and their duly authorized agents or attorneys:

(a) copies of the Recorded Declaration, By-Laws, other Condominium Instruments and any amendments, Articles of Incorporation of the Association, if incorporated, annual reports, if incorporated, and any rules and regulations adopted by the Association of the Board. Prior to the organization of the Association, the Developer shall maintain and make available the records set forth in this subsection (a) for examination and copying.

(b) detailed accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred, and copies of all contracts, leases or other agreements entered into by the Association.

(c) the minutes of all meetings of the Association and the Board. The Association shall maintain these minutes for a period of not less than seven years.

(d) a record giving the names and addresses of the members entitled to Vote.

(e) ballots and proxies related thereto for all elections to the Board and for any other matters voted on by the Unit Owners. The Association shall retain these ballots and proxies for a period of not less than one year.

(f) such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to the General Not-For-Profit Corporation Act of 1986 of the State of Illinois, as amended.

A reasonable fee covering the direct out-of-pocket cost of providing such information and copying may be charged by the Association or the Board for the cost of providing such information and copying.

## **ARTICLE IX**

### **Fiscal Year**

The fiscal year of the Association begins on the first day of January and ends on the last day of December.

## **ARTICLE X**

### **Seal**

If the Association is incorporated, the Board shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal, Illinois."

## **ARTICLE XI**

### **Waiver of Notice**

Whenever any notice whatever is required to be given under the provisions of the Condominium Property Act of Illinois, the General Not-For-Profit Corporation Act of 1986 of the State of Illinois, or under the provisions of the articles of incorporation or By-Laws of the Association, or the Declaration, a waiver thereof (subject to all the provisions of such instruments) in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## **ARTICLE XII**

### **Amendments to By-Laws**

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted upon the affirmative vote of not less than 75% of all of the members at a regular meeting or at any special meeting called for such purpose, by Recording an instrument in writing setting forth such alteration, amendment or repeal, which is signed and acknowledged by the President or Vice President and the Secretary or Assistant Secretary of the Association and which contains an affidavit by an officer of the Board certifying that the necessary affirmative Vote of the members of the Association has been obtained.

## ARTICLE XIII

### Indemnification

The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a member of the Board or officer of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The Association may indemnify any person who was or is a party, or is threatened to be made a part to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a member of the Board or an officer of the Association against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

To the extent that a member of the Board or officer of the Association has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in the foregoing two paragraphs, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Any indemnification under the first two paragraphs of this Article shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the member of the Board or officer of the Association is proper in the circumstances because he or he has met the applicable standard of conduct set forth in the first two paragraphs of this Article. Such determination shall be made (1) by the Board by a majority vote of a quorum consisting of members of the Board who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by a majority of the members of the Association.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the members of the Board or the officer of the Association to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article.

The sums necessary to discharge the obligations of the Association under this Article shall be common expenses.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board, or otherwise, both as to action in his official capacity and as to action in other capacity while holding such office, and shall continue as to a person who has ceased to be a member of the Board or an officer of the Association.

## **ARTICLE XIV**

### **Construction**

(a) Nothing hereinabove contained shall in any way be construed as altering, amending or modifying the Declaration. Said Declaration and these By-Laws shall always be construed to further the harmonious, beneficial, cooperative and proper use and conduct of the Property. if there is any inconsistency or conflict between these By-Laws and the aforesaid Declaration, the provisions of the Declaration shall control.

(b) All words and terms used herein which are also used in the Declaration shall have the same meaning as provided for such words and terms in the Declaration.

(c) In the event the Association is incorporated, the words "Board of Directors" and "Director" shall be substituted for the words "Board" and "Member of the Board," respectively, wherever they appear herein.

EXHIBIT D

PLAT OF SURVEY

**TAB 7**

**TENATTIVE DEVELOPMENT SCHEDULE**

**PROPOSED DEVELOPMENT SCHEDULE**

	<b>Estimated Start</b>	<b>Estimated End</b>
Permit Acquisition		March, 2018
Site demolition	April, 2018	May, 2018
Site work and Utilities	May, 2018	July, 2018
Foundations	July 2018	August 2018
Framing/Masonry	August 2018	December 2018
Mechanicals	November 2018	February 2019
Drywall and Finishes	March, 2019	August, 2019
Interior Construction	November, 2019	September, 2019
Exterior Construction	May, 2018 2017	September, 2019
Project Close Out		September 2019

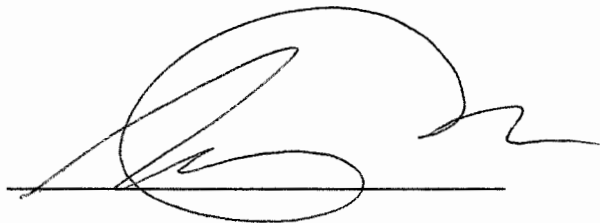


**TAB 8**

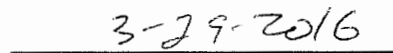
**STATEMENT OF RESPONSIBILITY**

**STATEMENT OF RESPONSIBILITY**

The undersigned Officer of the Applicant hereby acknowledges his responsibility to record a certified copy of the Ordinance granting the Planned Development permit with the Cook County Recorder of Deeds office and provide evidence of said recording to the Village of River Forest within thirty (30) days of the passage of the Ordinance.

A handwritten signature in black ink, appearing to be 'Art Gurevich', written over a horizontal line.

Art Gurevich

A handwritten date '3-29-2016' in black ink, written over a horizontal line.

Date

**TAB 9**

**ECONOMIC ANALYSIS**

**DVELOPER'S FINANCING**

**PROJECT ECONOMIC VIABILITY**

## **ECONOMIC IMPACT**

The economic impact of the proposed development will consist of the cost of services and property taxes. An impact on an increase in sales tax revenue can't be easily ascertained.

The incremental cost of services will be small and will primarily consist of Fire Department inspections cost. Other services will be fee based.

Based on the expert opinion of the local real estate and development professionals, the proposed development is not anticipated to generate any increase in the school age children population. (SAC Consultant projects 2 children). It will, however generate an estimated increase in annual revenue to the school districts of more than \$373,000.

The proposed development will create a significant increase in property taxes that will also boost the revenue to other local taxing districts, such as, library, park district, the Village, etc. The following table summarizes the property tax increase impact.

The data is based on the projected market value of the condominium units and the Cook County Assessor's office provided tax rate of 10.622%, Assessment Equalization (EAV) factor of 2.7523, assessment level of 10% and the Homeowner Exemption and Senior Exemption of \$7,000 and \$5,000, respectively for ALL units.

Planned Development Application  
1101 -1111 Bonnie Brae Placw

Summary of Economic Impact - Property Tax Projection

Taxing Agency	Percentage of Tax Bill	2014 Property Tax 1111 Bonnie Braae Pl.	2014 Property Tax 1101-1107 Bonnie Brae Pl.	Projected Property Tax * Upon Project Completion 1111 Bonnie Brae Pl.	Projected Annual Increase (1111 Bonnie Brae Pl.)	Projected Property Tax ** Upon Project Completion 1101-1107 Bonnie Brae Pl.	Projected Annual Increase (1101-7 Bonnie Brae PL.)	TOTAL PROJECTED ANNUAL REVENUE INCREASE
School Districts	74%	\$ 7,162.76	\$ 3,591.28	\$ 55,166.26	\$ 48,003.50	\$ 265,361.04	\$ 261,769.76	\$ 309,773.26
Village of River Forest	11%	\$ 1,064.73	\$ 533.84	\$ 8,200.39	\$ 7,135.66	\$ 39,445.56	\$ 38,911.72	\$ 46,047.38
Cook County	5%	\$ 483.97	\$ 242.65	\$ 3,727.45	\$ 3,243.48	\$ 17,929.80	\$ 17,687.15	\$ 20,930.63
Park District	3%	\$ 290.38	\$ 145.59	\$ 2,236.47	\$ 1,946.09	\$ 10,757.88	\$ 10,612.29	\$ 12,558.38
Water Reclamation	3%	\$ 290.38	\$ 145.59	\$ 2,236.47	\$ 1,946.09	\$ 10,757.88	\$ 10,612.29	\$ 12,558.38
Public Library	2%	\$ 193.59	\$ 97.06	\$ 1,490.98	\$ 1,297.39	\$ 7,171.92	\$ 7,074.86	\$ 8,372.25
Township	1%	\$ 96.79	\$ 48.53	\$ 745.49	\$ 648.70	\$ 3,585.96	\$ 3,537.43	\$ 4,186.13
All Other Taxing Bodies	1%	\$ 96.79	\$ 48.53	\$ 745.49	\$ 648.70	\$ 3,585.96	\$ 3,537.43	\$ 4,186.13
<b>Total</b>	<b>100%</b>	<b>\$ 9,679.40</b>	<b>\$ 4,853.08</b>	<b>\$ 74,549.00</b>	<b>\$ 64,869.60</b>	<b>\$ 358,596.00</b>	<b>\$ 353,742.92</b>	<b>\$ 418,612.52</b>

\* Assumes market value of \$2,550,000, tax rate of 10.622, Equalization Factor of 2.7523

Source: Cook County Assessor

\*\* Assumes market value of \$12,920,000, tax rate of 10.622, Equalization Factor of 2.7523

Source: Cook County Assessor

Calculations take into account \$7,000 Homeowner Exemption and \$5,000 Senior Exemption for ALL units

## **FINANCIAL CAPABILITY**

The principals of Bonnie Brae Construction, LLC have, at any given time more than \$20,000,000 worth of projects under construction. All of the projects have owner equity and bank financing.

The development cost for the proposed project is estimated at \$13,000,000. Construction financing will be provided by Wintrust Bank. The Owners are capable of funding the Owner's equity component of the development cost.

The Wintrust Bank financing interest letter is attached

**SCHAUMBURG BANK**  
**& TRUST COMPANY, N.A.<sup>TM</sup>**  
A WINTRUST COMMUNITY BANK

January 19, 2016

Mr. Art Gurevich

Bonnie Brae Construction, LLC

3528 Walnut Avenue

Wilmette, Illinois 60091

Re: 1101-11 Bonnie Brae Place, River Forest, Illinois

Dear Mr. Gurevich:

Thank you for considering Schaumburg Bank and Trust, A Wintrust Community bank, for your credit needs. We understand that you intend to construct a 20 unit Condominium building at 1101-11 Bonnie Brae Place, River Forest, Illinois at a cost of approximately \$13.0 Million.

We have reviewed the request for financing the construction of this project which you submitted to us, which included the construction budget, financial projections, site plans, etc., and are highly interested in providing financing for the project. Such financing would be subject to a minimum of 40% of the units being pre-sold in order to qualify for financing. The final terms and conditions of a loan would be subject to our approval and completion of our due diligence and further analysis, our underwriting of the appraisal and market conditions.

Sincerely,



Kenneth J. Edl

Senior Vice President

A WINTRUST COMMUNITY BANK

1180 E. Higgins Road, Schaumburg, Illinois 60173 | 847-969-1200 | [www.bankschaumburg.com](http://www.bankschaumburg.com)



## **ECONOMIC VIABILITY**

The Developer consulted with Gagliardo Realty Associates, Gloor Realty Co. and John Conrad Schiess Architect – all very experienced and reputable local real estate and development professionals who analyzed the current market conditions and the desirability of the proposed development.

In their opinion, the proposed development is desirable for the market and is feasible, based on the proposed development cost and the expected pricing. Additionally, it will have a positive impact on the surrounding property values.

The opinion letters are attached.

---

# GAGLIARDO REALTY ASSOCIATES

Gagliardo Realty Associates is one of the major real estate companies in the River Forest market and has a firsthand knowledge of the market conditions, property values and trends in the real estate market.

We performed detailed market analyses in order to evaluate the desirability of the proposed condominium development at 1101-1111 Bonnie Brae Place in River Forest.

It is our opinion that the proposed product is highly desirable in this market by the people who no longer need larger single family homes, but still desire spacious accommodations with all amenities and conveniences of a condominium.

There are several similar products that are currently on the market or being built. They include projects in Oak Park, LaGrange, Elmhurst and other communities.

The proposed project offers a higher level of amenities than those mentioned above and we anticipate a good demand for its condominium units from the residents of River Forest.

We see this project as highly desirable for the location and based on our experience, it will significantly strengthen the values of the surrounding properties.

It is characteristic for similar projects in River Forest and in other communities not to attract families with children of school age due to high price points and the majority of the owners being of senior or near senior age. None of the similar developments in other communities, as mentioned above, have any children of school age in them. We don't anticipate this development generating any children of school age for the local school districts.



Andy Gagliardo  
Broker/Owner



## GLOOR REALTY CO.

114 NORTH OAK PARK AVENUE • OAK PARK, ILLINOIS 60301 • 708.524.1100 • FAX: 708.524.1286  
[www.gloor.com](http://www.gloor.com)

Gloor Realty Company has been a leading real estate firm in the River Forest area for over 70 years and is sensitive to the needs of the community, and well-versed in current market conditions.

The proposed condominium project by Bonnie Brae Development, LLC will be highly desirable for long time River Forest home owners seeking to downsize yet continue to reside in their community. This development, offering quality-built units and generous square footage, gives River Forest residents an opportunity to maintain the level of comfort and convenience they have enjoyed in their homes.

Gloor Realty is currently marketing a comparable development in Oak Park and has been involved in similar projects in the past. We anticipate a high level of demand for the condominium units in this development, as there has not been a new high-end project in River Forest for many years.

In my opinion, this development will have a very positive impact on the surrounding property values and will be an asset to our community.

Sincerely yours,

Richard C. Gloor

BROKER/OWNER  
GLOOR REALTY CO.

RCG/cjc

**john conrad schiess architect**

400 ASHLAND AVENUE RIVER FOREST, IL 60305

TEL 708.366.1500

[john@icsarchitect.com](mailto:john@icsarchitect.com)

February 17, 2015

**Expert Opinion on Multi-family**

**The Luxury Condominium Development  
Bonnie Brae Avenue and Thomas Street  
River Forest, IL**

John Schiess as architect and development Consultant with John Conrad Schiess Architect, Ltd has been an Architect and a member of a development team on many projects similar to the condominium project proposed by Bonnie Brae Construction, LLC for the site located at Bonnie Brae Place and Thomas North East corner. Specifically, the condominium development at 444 Ashland; the condominium development at 417 Lathrop; the condominium development at 7366 Lake Street and the Townhome development at 7820 Madison all in River Forest.

Mr. Schiess is currently managing two similar developments; in Lagrange and one in Oak Park. As such, Mr. Schiess has gained certain knowledge of this product type ( luxury condominiums ) and a thorough understanding of this market segment, as evidenced by his involvement in all of their successful approvals.

The large size, luxury condominium units are highly desirable in well-established communities such as the Village of River Forest and offer its residents, who seek to sell larger homes an opportunity to remain in the Village without sacrificing a level of comfort and convenience in living arrangements.

From our experience, these type of projects provide a very positive impact on the surrounding property values and generate very little traffic and additional parking as compared to other residential uses.

Based on our knowledge and experience of the sales history of the projects as listed above and the sales activity of the current developments, we expect that this project will not generate any school age children for the local school districts – none of the other developments attracted buyers with school aged children.

It is important to note that even the US census statistic regarding the school age children generation by similar condominium units is very low, about 2 per 10 condominium units. However, the statistics are based on the bedroom/bathroom per unit counts, without taking into account unit type (condominium vs. townhome), unit size and market price. In our opinion, these oversize, top of the market condominium units will not attract any families with school age children.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'John Schiess', with a long horizontal line extending to the right.

John Schiess  
John Conrad Schiess Architect, Ltd.

**TAB 10**

**OFF-SITE UTILITY IMPROVEMENTS**

**SITE DRAINAGE PLAN**

The proposed development will not generate a need in additional off-site improvements, such as traffic signals, turn lanes, additional sewer lines and water main capacities, off-site storm water detention, etc.

The Site Drainage Plan is included the Site Utilities Plan (Tab 4)

**TAB 11**

**NEIGHBOR MEETING MINUTES**

Pursuant to a duly issued notice, a meeting of the neighbors was conducted on October 27, 2015.

In addition to the Village Manager and a newspaper reporter, there were 2 couples at the meeting.

The Applicant described the proposed project and answered questions. The questions were regarding the type of units that would be offered, level of amenities, interior finishes and construction schedule.

There were no negative comments regarding the proposed development and there were no opposition to the project itself or any of its features.

**Meeting Minutes:**

Bonnie Brae & Thomas Condo Project  
Resident Meeting Notes – October 27, 2015  
Location – River Forest Village Hall  
Meeting started at 7:15 PM – Concluded at 7:45 PM

The meeting was attended by four River Forest residents (2 couples). Art Gurevich made a presentation reviewing his project. The questions asked by the residents were routine and related to the project (size of units, amenities, parking, timing of project, etc.) There were no objections to the project.



Bonnie Brae & Thomas Condo Project  
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BONNIE BRAE CONDO PROJECT RESIDENT MEETING

October 27, 2015

SIGN IN SHEET

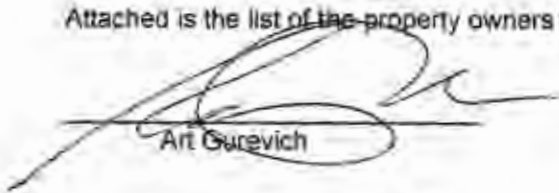
NAME	ADDRESS	PHONE	EMAIL
Charles & Connie Winkler	1009 Bonnie Brae		CTRUMBULL@SEC9LABOR.NET
Hai & Carol Solomon	1415 THATCHER	Phn 708-771-6550	

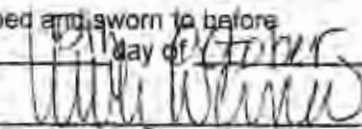
## AFFIDAVIT

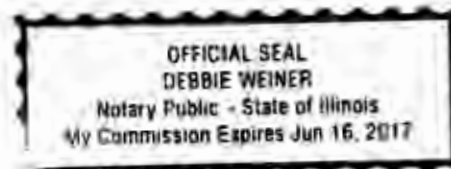
Village of River Forest  
400 Park Ave.  
River Forest, Illinois 60305

I, Art Gurevich, as the Manager of Bonnie Brae Construction, LLC and as its authorized representative, hereby attest that the requirement of informing the neighbors within 500 of our proposed development at 1101 - 1111 and inviting them to a Neighbors Meeting to be held at the River Forest Village Hall at 7:00 PM on October 27, 2015, has been fulfilled by mailing an appropriate notice to the property owners of record of the properties located within 500 of the proposed development.

Attached is the list of the property owners to whom we mailed the notice.

  
Art Gurevich

Subscribed and sworn to before  
Me this 27th day of October 2015  
  
Notary Public



# **Bonnie Brae Construction, LLC.**

**3528 Walnut Ave., Wilmette, Illinois 60091**

**Tel: (847) 728-0584**

**Fax: (847) 728-0585**

---

October 4, 2015

Re: Proposed Condominium Development at 1101-1111 Bonnie Brae Place, River Forest

Dear Neighbors,

Bonnie Brae Construction, LLC is pleased to present to the residents of the Village of River Forest our concept for development of a parcel of land located at 1101-1111 Bonnie Brae Place.

At present, the property is improved with a parking lot located at the North East corner of Bonnie Brae Pl and Thomas Ave. and a 6 unit apartment building.

Our plan is to replace the parking lot with a state of the art, luxury condominium building with up to 20 dwelling units and 40 garage parking spaces.

The apartment building will be de-converted to house 3 large condominium units.

Both buildings will be equipped with elevators and state of the art features and comfort amenities for their owners.

Only the highest quality exterior materials, such as face brick and limestone will be utilized for the building. On the inside, we propose 10 foot ceilings, oversize floor plans, upscale finishes and appliances, state of the art security system, and many other features that are demanded by a top of the market development.

Currently, there is a demand for large, luxury condominium units by the Village residents who sold or consider selling their larger homes, but want to stay in the Village in a comfortable, maintenance free environment. Our project will fulfill this need.

We invite you to attend a Neighbors Meeting on October 27, 2015 at 7:00 PM. The meeting will be held at the Village Hall, 400 Park Ave., River Forest.

Inquiries and comments regarding the project can be made to Bonnie Brae Construction, LLC at the above address.

Looking forward to see you at the meeting,

Sincerely,

Art Gurevich  
Manager

**Bonnie Brae Project  
Neighbor's Information**

<b>PIN</b>	<b>Address</b>	<b>Notice to:</b>
15-01-402-002-0000	7400 W. Augusta	Concordia University 7400 W. Augusta River Forest, IL 60305 Grace Evangelical Lutheran Church of River Forest 7300 W. Division St. River Forest, IL 60305 Grace Evangelical Lutheran Church of River Forest
15-01-402-003-0000	7300 W. Division	7300 W. Division St. River Forest, IL 60305 Grace Evangelical Lutheran Church of River Forest
15-01-403-001-0000	7229 W. Division St. River Forest, IL 60305	7300 W. Division St. River Forest, IL 60305 Kristin M. Trevino
15-01-403-046-1001 & -1017	7209-11 W. Division St., Unit A-1 River Forest, IL 60305	4611 N. Weaver Ridge Peoria, IL 61615 Barbara A. Butzen
15-01-403-046-1002 & -1013	7209-11 W. Division St., Unit A-2 River Forest, IL 60305	7209-11 W. Division St., A-2 River Forest, IL 60305 Florida Tungol
15-01-403-046-1003 & -1015	7209-11 W. Division St., Unit A-3 River Forest, IL 60305	7209-11 W. Division St., Unit A-3 River Forest, IL 60305 Maria E. Rosa
15-01-403-046-1004 & -1012	7209-11 W. Division St., Unit B-1 River Forest, IL 60305	7209 W. Division St., Unit B-1 River Forest, IL 60305 Josephine M. Elarmo
15-01-403-046-1005	7209-11 W. Division St., Unit B-2 River Forest, IL 60305	7209-11 W. Division St., Unit B-2 River Forest, IL 60305 Yvonne Calloway
15-01-403-046-1006 7 -1018	7209-11 W. Division St., Unit B-3 River Forest, IL 60305	7209-11 W. Division St., Unit B-3 River Forest, IL 60305 Heather M. Olesky
15-01-403-046-1007	7209-11 W. Division St., Unit C-1 River Forest, IL 60305	7209-11 W. Division St., Unit C-1 River Forest, IL 60305 Victor Moore
15-01-403-046-1008	7209-11 W. Division St., Unit C-2 River Forest, IL 60305	7209-11 W. Division St., Unit C-2 River Forest, IL 60305 Norma Sherbondy
15-01-403-046-1009	7211 W. Division St., Unit C-3 River Forest, IL 60305	7211 W. Division St., Unit C-3 River Forest, IL 60305 Aurora Rodriguez
15-01-403-046-1010 & -1016	7211 W. Division St., Unit D-1 River Forest, IL 60305	7211 W. Division St., Unit D-1 River Forest, IL 60305

15-01-403-046-1011 & -1014	7211 W. Division St., Unit D-2 River Forest, IL 60305	Stephanie Jefferson 7211 W. Division St., Unit D-2 River Forest, IL 60305 7-Eleven, Inc. Tax Dept.#23852
15-01-403-012-0000	1140 N. Harlem Ave. River Forest, IL 60305	P.O. Box 711 Dallas, Texas 75221-0711 Grace Evangelical Lutheran Church of River Forest
15-01-403-013-0000	1135 Bonnie Brae River Forest, IL 60305	7300 W. Division St. River Forest, IL 60305 Geraldine Hanrahan
15-01-403-044-1001	1131 Bonnie Brae Pl., Unit 1N River Forest, IL 60305	1131 Bonnie Brae Pl., Unit 1 River Forest, IL 60305 Mary Da Cosse
15-01-403-044-1002 & -1009	1129 Bonnnie Brae Pl., Unit 1S River Forest, IL 60305	1129 Bonnnie Brae Pl., Unit 1S River Forest, IL 60305 Lynn T. Collins
15-01-403-044-1003 & -1007	1131 Bonnie Brae Pl., Unit 2N River Forest, IL 60305	1131 Bonnie Brae Pl., Unit 2N River Forest, IL 60305 Susan Giorongo
15-01-403-044-1004 & -1010	1129 Bonnnie Brae Pl., Unit 2S River Forest, IL 60305	1129 Bonnnie Brae Pl., Unit 2S River Forest, IL 60305 Beverly Caraher
15-01-403-044-1005 & -1011	1131 Bonnie Brae Pl., Unit 3N River Forest, IL 60305	1131 Bonnie Brae Pl., Unit 3N River Forest, IL 60305 Wilburt Woods
15-01-403-044-1006 & -1008	1131 Bonnie Brae Pl., Unit 3S River Forest, IL 60305	1131 Bonnie Brae Pl., Unit 3S River Forest, IL 60305 Bonnie Brae Development, LLC 1037 Chicago Ave. Oak Park, IL 60302
15-01-403-015-0000	1127 Bonnie Brae Pl. River forest, IL 60305	Bonnie Brae Development, LLC 1037 Chicago Ave. Oak Park, IL 60302 Bonnie Brae Development, LLC 1037 Chicago Ave. Oak Park, IL 60302
15-01-403-016-0000	1123 Bonnie Brae Pl. River forest, IL 60305	Bonnie Brae Development, LLC 1037 Chicago Ave. Oak Park, IL 60302 Bonnie Brae Development, LLC 1037 Chicago Ave. Oak Park, IL 60302
15-01-403-017-0000	1119 Bonnie Brae Pl. River forest, IL 60305	Bonnie Brae Development, LLC 1037 Chicago Ave. Oak Park, IL 60302 Bonnie Brae Development, LLC 1037 Chicago Ave. Oak Park, IL 60302
15-01-403-018-0000	1115 Bonnie Brae Pl. River forest, IL 60305	Bonnie Brae Development, LLC 1037 Chicago Ave. Oak Park, IL 60302 Daniel Brown
15-01-403-022-0000	1134-36 N. Harlem Ave. River Forest, IL 60305	938 Columbian Oak Park, IL 60302 The Bank of New York
15-01-403-049-1001	1124 N. Harlem Ave., Unit A River Forest, IL 60305	55 Beatle Place, St. 110, MS 005 Greenville, SC 29601

15-01-403-049-1002	1124 N. Harlem Ave., Unit B River Forest, IL 60305	Donna Westbrook 1124 N. Harlem Ave., Unit B River Forest, IL 60305 Maidaliz Marrero
15-01-403-049-1003	1124 N. Harlem Ave., Unit C River Forest, IL 60305	1124 N. Harlem Ave., Unit C River Forest, IL 60305 Tammy Hill
15-01-403-049-1004	1126 N. Harlem Ave., Unit A River Forest, IL 60305	1126 N. Harlem Ave., Unit A River Forest, IL 60305 Jennifer Kemp
15-01-403-049-1005	1126 N. Harlem Ave., Unit B River Forest, IL 60305	1126 N. Harlem Ave., Unit B River Forest, IL 60305 Michael Perillo
15-01-403-049-1006	1126 N. Harlem Ave., Unit C River Forest, IL 60305	1126 N. Harlem Ave., Unit C River Forest, IL 60305 Delfina Cervantes
15-01-403-049-1007	1128 N. Harlem Ave., Unit A River Forest, IL 60305	1128 N. Harlem Ave., Unit A River Forest, IL 60305 Kelley Moore
15-01-403-049-1008	1128 N. Harlem Ave., Unit B River Forest, IL 60305	1128 N. Harlem Ave., Unit B River Forest, IL 60305 Ronald Davis
15-01-403-049-1009	1128 N. Harlem Ave., Unit C River Forest, IL 60305	1128 N. Harlem Ave., Unit C River Forest, IL 60305 Chitrakar Sajana
15-01-403-049-1010	1130 N. Harlem Ave., Unit A River Forest, IL 60305	1130 N. Harlem Ave., Unit A River Forest, IL 60305 Connie Strait
15-01-403-049-1011	1130 N. Harlem Ave., Unit B River Forest, IL 60305	1130 N. Harlem Ave., Unit B River Forest, IL 60305 Ronald Malik
15-01-403-049-1012	1130 N. Harlem Ave., Unit C River Forest, IL 60305	1130 N. Harlem Ave., Unit C River Forest, IL 60305 Jeffrey Sarabia
15-01-403-032-0000	1122 N. Harlem Ave., Unit D River Forest, IL 60305	1122 N. Harlem Ave., Unit D River Forest, IL 60305 Caroline Mahic
15-01-403-033-0000	1122 N. Harlem Ave., Unit C River Forest, IL 60305	1122 N. Harlem Ave., Unit C River Forest, IL 60305 Kurt Stadtwald
15-01-403-034-0000	1122 N. Harlem Ave., Unit B River Forest, IL 60305	1122 N. Harlem Ave., Unit B River Forest, IL 60305 Michael Nelson
15-01-403-035-0000	1122 N. Harlem Ave., Unit A River Forest, IL 60305	1122 N. Harlem Ave., Unit A River Forest, IL 60305



15-01-403-041-0000	1118 N. Harlem Ave., Unit C River Forest, IL 60305	Allan Pall 1118 N. Harlem Ave., Unit C River Forest, IL 60305
15-01-403-042-0000	1118 N. Harlem Ave., Unit B River Forest, IL 60305	Judy Kavanaugh 1118 N. Harlem Ave., Unit B River Forest, IL 60305
15-01-403-043-0000	1118 N. Harlem Ave., Unit A River Forest, IL 60305	Joseph Ottenheimer 1118 N. Harlem Ave., Unit A River Forest, IL 60305
15-01-403-045-1001	1100 N. Harlem Ave., Unit G River Forest, IL 60305	Adam West 1100 N. Harlem Ave., Unit G River Forest, IL 60305
15-01-403-045-1002	1100 N. Harlem Ave., Unit 1 River Forest, IL 60305	Paul McGarry 1100 N. Harlem Ave., Unit 1 River Forest, IL 60305
15-01-403-045-1003	1100 N. Harlem Ave., Unit 2 River Forest, IL 60305	Steven Schwartz 1100 N. Harlem Ave., Unit 2 River Forest, IL 60305
15-01-403-045-1004	1100 N. Harlem Ave., Unit 3D River Forest, IL 60305	You Hong Cheng 1100 N. Harlem Ave., Unit 3D River Forest, IL 60305
15-01-403-045-1005	1102 N. Harlem Ave., Unit G River Forest, IL 60305	Debra Wilson 1102 N. Harlem Ave., Unit G River Forest, IL 60305
15-01-403-045-1006	1102 N. Harlem Ave., Unit 205 River Forest, IL 60305	Vicky Powell 1102 N. Harlem Ave., Unit 205 River Forest, IL 60305
15-01-403-045-1007	1102 N. Harlem Ave., Unit 2W River Forest, IL 60305	Jeffrey Lynch 1100 N. Harlem Ave., Unit 2W River Forest, IL 60305
15-01-403-045-1008	1102 N. Harlem Ave., Unit 3 River Forest, IL 60305	James Bloyd 1102 N. Harlem Ave., Unit 3 River Forest, IL 60305
15-01-403-045-1009	1104 N. Harlem Ave., Unit 1 River Forest, IL 60305	Kathleen Mulvey 1104 N. Harlem Ave., Unit 1 River Forest, IL 60305
15-01-403-045-1010	1104 N. Harlem Ave., Unit 2 River Forest, IL 60305	Czeslaw Chlebek 1104 N. Harlem Ave., Unit 2 River Forest, IL 60305
15-01-403-045-1011	1104 N. Harlem Ave., Unit 3D River Forest, IL 60305	Jose Tomayo 1104 N. Harlem Ave., Unit 3D River Forest, IL 60305
15-01-403-045-1012	1106 N. Harlem Ave., Unit 1 River Forest, IL 60305	Steven Richmond 1106 N. Harlem Ave., Unit 1 River Forest, IL 60305

15-01-403-045-1013	1106 N. Harlem Ave., Unit 2 River Forest, IL 60305	Gwendolyn Parker 1106 N. Harlem Ave., Unit 2 River Forest, IL 60305
15-01-403-045-1014	1106 N. Harlem Ave., Unit 3 River Forest, IL 60305	Steven Ferrier 1106 N. Harlem Ave., Unit 3 River Forest, IL 60305
15-01-403-045-1015	1108 N. Harlem Ave., Unit 1 River Forest, IL 60305	Terence Brennen 1108 N. Harlem Ave., Unit 1 River Forest, IL 60305
15-01-403-045-1016	1108 N. Harlem Ave., Unit 2 River Forest, IL 60305	John Koch 1108 N. Harlem Ave., Unit 2 River Forest, IL 60305
15-01-403-045-1017	1108 N. Harlem Ave., Unit 3 River Forest, IL 60305	Alfredo Rivera 1909 N. 72nd Court Elmwood Park, IL 60707
15-01-403-045-1018	1110 N. Harlem Ave., Unit 1N River Forest, IL 60305	Joseph Schak 1110 N. Harlem Ave., Unit 1N River Forest, IL 60305
15-01-403-045-1019	1110 N. Harlem Ave., Unit 2 River Forest, IL 60305	Jason Sherman 427 N. Harvey Oak Park, IL 60302
15-01-403-045-1020	1110 N. Harlem Ave., Unit 3 River Forest, IL 60305	Michael Jones 1110 N. Harlem Ave., Unit 3 River Forest, IL 60305
15-01-403-045-1021	1112 N. Harlem Ave., Unit G River Forest, IL 60305	Thomas Nisbet 1112 N. Harlem Ave., Unit G River Forest, IL 60305
15-01-403-045-1022	1112 N. Harlem Ave., Unit 1 River Forest, IL 60305	Leshonda Howard 1112 N. Harlem Ave., Unit 1 River Forest, IL 60305
15-01-403-045-1023	1112 N. Harlem Ave., Unit 2 River Forest, IL 60305	Michael Sturdivant 1112 N. Harlem Ave., Unit 2 River Forest, IL 60305
15-01-403-045-1024	1112 N. Harlem Ave., Unit 3N River Forest, IL 60305	Edmund Padleckas 1112 N. Harlem Ave., Unit 3N River Forest, IL 60305
15-01-403-045-1025	1114 N. Harlem Ave., Unit G River Forest, IL 60305	Andrew Psyk 1114 N. Harlem Ave., Unit G River Forest, IL 60305
15-01-403-045-1026	1114 N. Harlem Ave., Unit 1 River Forest, IL 60305	Jerome Davis 1114 N. Harlem Ave., Unit 1 River Forest, IL 60305
15-01-403-045-1027	1114 N. Harlem Ave., Unit 2 River Forest, IL 60305	Kinda Cutts 1841 N. Sheffield Ave. Chicago, IL 60614

15-01-403-045-1028	1114 N. Harlem Ave., Unit 3 River Forest, IL 60305	Kate Burch 643 Elgin Ave. Forest Park, IL 60130 Bonnie Brae Development, LLC
15-01-406-022-0000	7221-7227 Thomas River Forest, IL 60305	1037 Chicago Ave. Oak Park, IL 60302 Bonnie Brae Development, LLC
15-01-406-024-0000	1037-39 Bonnie Brae Pl. River Forest, IL 60305	1037 Chicago Ave. Oak Park, IL 60302 Bonnie Brae Development, LLC
15-01-406-033-0000	1033 Bonnie Brae Pl. River Forest, IL 60305	1037 Chicago Ave. Oak Park, IL 60302
15-01-406-034-0000		Denis Azabagic
15-01-406-027-0000	1031 Bonnie Brae Pl. River Forest, IL 60305	7618 Polk Street Forest Park, IL 60130 James Cunningham
15-01-406-028-0000	1029 Bonnie Brae Pl. River Forest, IL 60305	1029 Bonnie Brae Pl. River Forest, IL 60305 Robert Miller
15-01-406-004-0000	1025 Bonnie Brae Pl. River Forest, IL 60305	1025 Bonnie Brae Pl. River Forest, IL 60305 Leo Baranowski
15-01-406-031-0000	1023 Bonnie Brae Pl. River Forest, IL 60305	1023 Bonnie Brae Pl. River Forest, IL 60305 Anthony Morelli
15-01-406-006-0000	1019 Bonnie Brae Pl. River Forest, IL 60305	1019 Bonnie Brae Pl. River Forest, IL 60305 G. Robert Mason
15-01-406-026-1001	1009 Bonnie Brae Pl., Unit 1B River Forest, IL 60305	1009 Bonnie Brae Pl., Unit 1B River Forest, IL 60305 Colleen Dunigan
15-01-406-026-1002	1009 Bonnie Brae Pl., Unit 1C River Forest, IL 60305	1009 Bonnie Brae Pl., Unit 1C River Forest, IL 60305 J. Richard Carey
15-01-406-026-1003	1005 Bonnie Brae Pl., Unit 1D River Forest, IL 60305	1005 Bonnie Brae Pl., Unit 1D River Forest, IL 60305 Stephen Kennedy
15-01-406-026-1004	1005 Bonnie Brae Pl., Unit 1E River Forest, IL 60305	1005 Bonnie Brae Pl., Unit 1E River Forest, IL 60305 Patricia Huebner
15-01-406-026-1005	1005 Bonnie Brae Pl., Unit 1F River Forest, IL 60305	1005 Bonnie Brae Pl., Unit 1F River Forest, IL 60305 Philip Gordon
15-01-406-026-1006	1005 Bonnie Brae Pl., Unit 1H River Forest, IL 60305	1005 Bonnie Brae Pl., Unit 1H River Forest, IL 60305

15-01-406-026-1007	1005 Bonnie Brae Pl., Unit 1I River Forest, IL 60305	Kathleen Quaid 1005 Bonnie Brae Pl., Unit 1I River Forest, IL 60305 Peri Georglou
15-01-406-026-1008	1009 Bonnie Brae Pl., Unit 2A River Forest, IL 60305	1009 Bonnie Brae Pl., Unit 2A River Forest, IL 60305 Emil Baumbach
15-01-406-026-1009	1009 Bonnie Brae Pl., Unit 2B River Forest, IL 60305	1009 Bonnie Brae Pl., Unit 2B River Forest, IL 60305 Eugene Sullivan
15-01-406-026-1010	1009 Bonnie Brae Pl., Unit 2C River Forest, IL 60305	1009 Bonnie Brae Pl., Unit 2C River Forest, IL 60305 Jack Sumnarski
15-01-406-026-1011	1005 Bonnie Brae Pl., Unit 2D River Forest, IL 60305	1005 Bonnie Brae Pl., Unit 2D River Forest, IL 60305 Mary Peterson
15-01-406-026-1012	1005 Bonnie Brae Pl., Unit 2E River Forest, IL 60305	1005 Bonnie Brae Pl., Unit 2E River Forest, IL 60305 Norman Carroll
15-01-406-026-1013	1005 Bonnie Brae Pl., Unit 2F River Forest, IL 60305	1005 Bonnie Brae Pl., Unit 2F River Forest, IL 60305 Zora Zivkovic
15-01-406-026-1014	1005 Bonnie Brae Pl., Unit 2G River Forest, IL 60305	1005 Bonnie Brae Pl., Unit 2G River Forest, IL 60305 Edmond Burke
15-01-406-026-1015	1009 Bonnie Brae Pl., Unit 3A River Forest, IL 60305	1009 Bonnie Brae Pl., Unit 3A River Forest, IL 60305 Manuel Iglesias
15-01-406-026-1016	1009 Bonnie Brae Pl., Unit 3B River Forest, IL 60305	1009 Bonnie Brae Pl., Unit 3B River Forest, IL 60305 Leroy Rosasco
15-01-406-026-1017	1009 Bonnie Brae Pl., Unit 3C River Forest, IL 60305	1009 Bonnie Brae Pl., Unit 3C River Forest, IL 60305 Allison Burdick
15-01-406-026-1018	1005 Bonnie Brae Pl., Unit 3D River Forest, IL 60305	10059 Bonnie Brae Pl., Unit 3D River Forest, IL 60305 Edward Owens
15-01-406-026-1019	1005 Bonnie Brae Pl., Unit 3E River Forest, IL 60305	1005 Bonnie Brae Pl., Unit 3E River Forest, IL 60305 Mahvash Amir-Mokri
15-01-406-026-1020	1005 Bonnie Brae Pl., Unit 3F River Forest, IL 60305	1005 Bonnie Brae Pl., Unit 3F River Forest, IL 60305 Mahvash Amir-Mokri
15-01-406-026-1021	1005 Bonnie Brae Pl., Unit 3G River Forest, IL 60305	1005 Bonnie Brae Pl., Unit 3G River Forest, IL 60305

15-01-406-026-1022	1009 Bonnie Brae Pl., Unit 4A River Forest, IL 60305	Kevin Murphy 1009 Bonnie Brae Pl., Unit 4A River Forest, IL 60305
15-01-406-026-1023	1009 Bonnie Brae Pl., Unit 4B River Forest, IL 60305	Shmuel Mahfood 1009 Bonnie Brae Pl., Unit 4B River Forest, IL 60305
15-01-406-026-1024	1009 Bonnie Brae Pl., Unit 4C River Forest, IL 60305	Shmuel Mahfood 1009 Bonnie Brae Pl., Unit 4C River Forest, IL 60305
15-01-406-026-1025	1005 Bonnie Brae Pl., Unit 4D River Forest, IL 60305	Carol O'Brien 1005 Bonnie Brae Pl., Unit 4D River Forest, IL 60305
15-01-406-026-1026	1005 Bonnie Brae Pl., Unit 4E River Forest, IL 60305	Patricia Lappe 1005 Bonnie Brae Pl., Unit 4E River Forest, IL 60305
15-01-406-026-1027	1005 Bonnie Brae Pl., Unit 4F River Forest, IL 60305	Dale Schlafer 1005 Bonnie Brae Pl., Unit 4F River Forest, IL 60305
15-01-406-026-1028	1005 Bonnie Brae Pl., Unit 4G River Forest, IL 60305	Nancy McGurn 1005 Bonnie Brae Pl., Unit 4G River Forest, IL 60305
15-01-406-026-1029	1009 Bonnie Brae Pl., Unit 5A River Forest, IL 60305	Joan Wojcik 1009 Bonnie Brae Pl., Unit 5A River Forest, IL 60305
15-01-406-026-1030	1009 Bonnie Brae Pl., Unit 5B River Forest, IL 60305	Charles Winkler 1009 Bonnie Brae Pl., Unit 5B River Forest, IL 60305
15-01-406-026-1031	1009 Bonnie Brae Pl., Unit 5C River Forest, IL 60305	Selma Belajec 1009 Bonnie Brae Pl., Unit 5C River Forest, IL 60305
15-01-406-026-1032	1009 Bonnie Brae Pl., Unit 5D River Forest, IL 60305	Brian Sullivan 1009 Bonnie Brae Pl., Unit 5D River Forest, IL 60305
15-01-406-026-1033	1005 Bonnie Brae Pl., Unit 5E River Forest, IL 60305	Brian Sullivan 1009 Bonnie Brae Pl., Unit 5D River Forest, IL 60305
15-01-406-026-1034	1005 Bonnie Brae Pl., Unit 5F River Forest, IL 60305	William Darley 1005 Bonnie Brae Pl., Unit 5F River Forest, IL 60305
15-01-406-026-1035	1005 Bonnie Brae Pl., Unit 5G River Forest, IL 60305	Nancy May 1005 Bonnie Brae Pl., Unit 5G River Forest, IL 60305
15-01-406-010-0000	1040 N. Harlem Ave. River Forest, IL 60305	West Saburban Temple Har Zion 1040 N. Harlem Ave. River forest, IL 60305
15-01-406-011-0000	1040 N. Harlem Ave. River Forest, IL 60305	

15-01-406-012-0000	1040 N. Harlem Ave. River Forest, IL 60305	
15-01-406-013-0000	1040 N. Harlem Ave. River Forest, IL 60305	
15-01-406-032-1001	1020 N. Harlem, Unit A-1 River Forest, IL 60305	Robert Williams 1020 N. Harlem, Unit A-1 River Forest, IL 60305
15-01-406-032-1002	1020 N. Harlem, Unit B-1 River Forest, IL 60305	Oleg Bondarenko 1020 N. Harlem, Unit B-1 River Forest, IL 60305
15-01-406-032-1003	1020 N. Harlem, Unit 1C River Forest, IL 60305	Gail Popowits 1020 N. Harlem, Unit 1C River Forest, IL 60305
15-01-406-032-1004	1020 N. Harlem, Unit 1D River Forest, IL 60305	Patricia Parker 1020 N. Harlem, Unit 1D River Forest, IL 60305
15-01-406-032-1005	1020 N. Harlem, Unit 1E River Forest, IL 60305	Monique Brotman 1020 N. Harlem, Unit 1E River Forest, IL 60305
15-01-406-032-1006	1020 N. Harlem, Unit 1F River Forest, IL 60305	Anthony Antobello 1020 N. Harlem, Unit 1F River Forest, IL 60305
15-01-406-032-1007	1020 N. Harlem, Unit A2 River Forest, IL 60305	Cynthia Mokry 1020 N. Harlem, Unit A2 River Forest, IL 60305
15-01-406-032-1008	1020 N. Harlem, Unit 2B River Forest, IL 60305	Gary Mancuso 1020 N. Harlem, Unit 2B River Forest, IL 60305
15-01-406-032-1009	1020 N. Harlem, Unit 2C River Forest, IL 60305	Anthony Powers 1020 N. Harlem, Unit 2C River Forest, IL 60305
15-01-406-032-1010	1020 N. Harlem, Unit 2D River Forest, IL 60305	Kenneth Wright 1020 N. Harlem, Unit 2D River Forest, IL 60305
15-01-406-032-1011	1020 N. Harlem, Unit 2E River Forest, IL 60305	Alejandro Hornik 1020 N. Harlem, Unit 2E River Forest, IL 60305
15-01-406-032-1012	1020 N. Harlem, Unit 2E River Forest, IL 60305	Evelyn Finegan 1020 N. Harlem, Unit F-2 River Forest, IL 60305
15-01-406-032-1013	1020 N. Harlem, Unit F-2 River Forest, IL 60305	June Witzl 1020 N. Harlem, Unit 3A River Forest, IL 60305
15-01-406-032-1014	1020 N. Harlem, Unit 3A River Forest, IL 60305	Anthony Ponzio 1020 N. Harlem, Unit 3B River Forest, IL 60305

15-01-406-032-1015	1020 N. Harlem, Unit C-3 River Forest, IL 60305	Joyce Washington 1020 N. Harlem, Unit C-3 River Forest, IL 60305 Guilbert Golz
15-01-406-032-1016	1020 N. Harlem, Unit 3D River Forest, IL 60305	1020 N. Harlem, Unit 3D River Forest, IL 60305 Eileen Mullin
15-01-406-032-1017	1020 N. Harlem, Unit 3E River Forest, IL 60305	1020 N. Harlem, Unit 3E River Forest, IL 60305 Leo Smiley
15-01-406-032-1018	1020 N. Harlem, Unit 3F River Forest, IL 60305	1020 N. Harlem, Unit 3F River Forest, IL 60305 Barbara Letscher
15-01-406-032-1019	1020 N. Harlem, Unit 4A River Forest, IL 60305	1020 N. Harlem, Unit 4A River Forest, IL 60305 Angelo Ruggiero
15-01-406-032-1020	1020 N. Harlem, Unit 4B River Forest, IL 60305	1020 N. Harlem, Unit 4B River Forest, IL 60305 Sandra Waitr
15-01-406-032-1021	1020 N. Harlem, Unit 4C River Forest, IL 60305	1020 N. Harlem, Unit 4C River Forest, IL 60305 Ronald Marich
15-01-406-032-1022	1020 N. Harlem, Unit 4D River Forest, IL 60305	1020 N. Harlem, Unit 4D River Forest, IL 60305 James Elsener
15-01-406-032-1023	1020 N. Harlem, Unit 4E River Forest, IL 60305	1020 N. Harlem, Unit 4E River Forest, IL 60305 Martin Siegel
15-01-406-032-1024	1020 N. Harlem, Unit 4F River Forest, IL 60305	1020 N. Harlem, Unit 4F River Forest, IL 60305 Emlee Hillard-Smith
15-01-406-032-1025	1020 N. Harlem, Unit 5A River Forest, IL 60305	1020 N. Harlem, Unit 5A River Forest, IL 60305 Gary Gagliano
15-01-406-032-1026	1020 N. Harlem, Unit B-5 River Forest, IL 60305	1020 N. Harlem, Unit B-5 River Forest, IL 60305 Thomas McDonnel
15-01-406-032-1027	1020 N. Harlem, Unit 5C River Forest, IL 60305	1020 N. Harlem, Unit 5C River Forest, IL 60305 Gary Gagliano
15-01-406-032-1028	1020 N. Harlem, Unit D-5 River Forest, IL 60305	1020 N. Harlem, Unit D5 River Forest, IL 60305 Bettina Ruffolo
15-01-406-032-1029	1020 N. Harlem, Unit 5-E River Forest, IL 60305	1020 N. Harlem, Unit 5-E River Forest, IL 60305

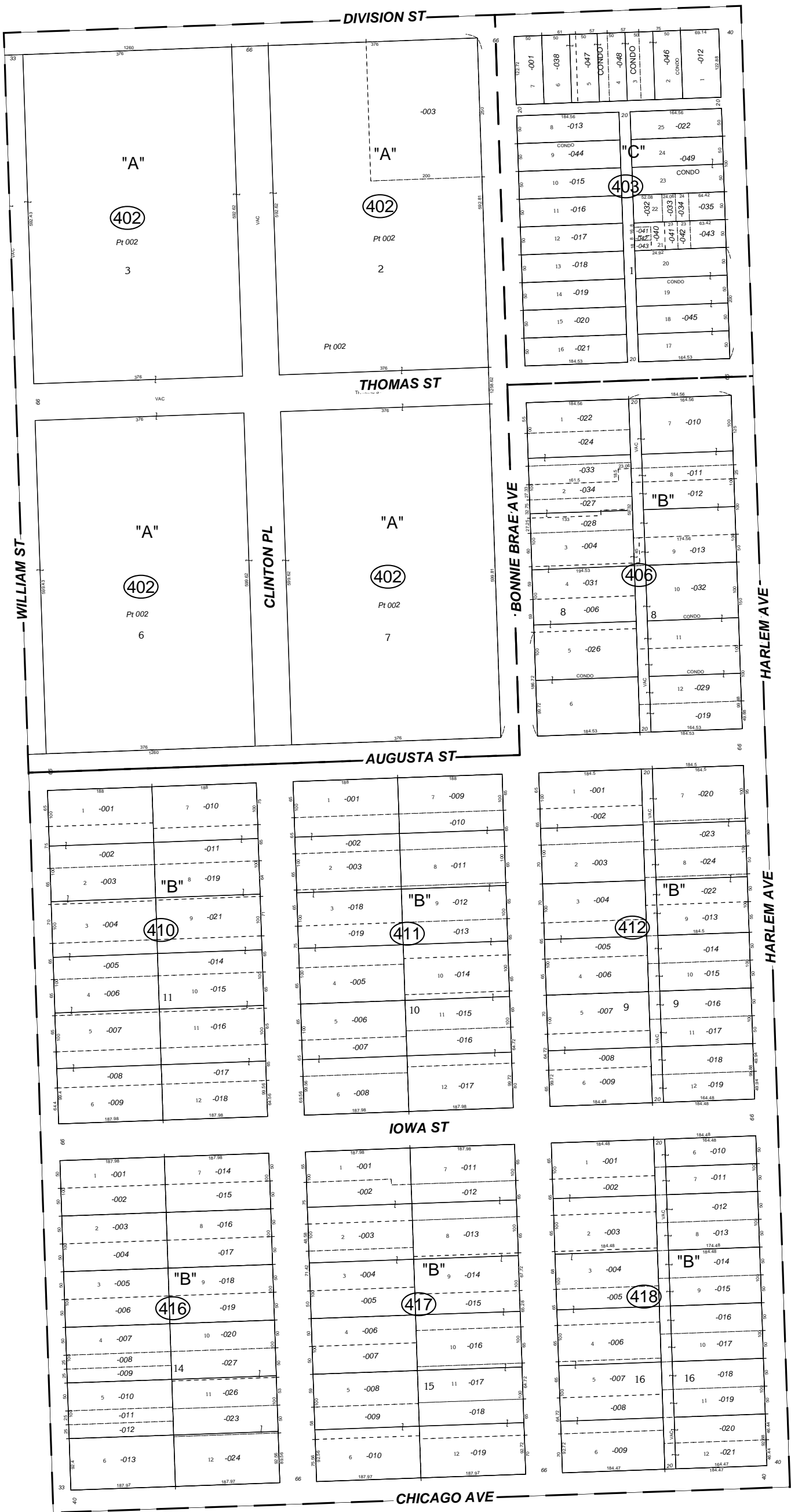


15-01-406-032-1030	1020 N. Harlem, Unit 5-F River Forest, IL 60305	Karl Reko 1020 N. Harlem, Unit 5F River Forest, IL 60305 Judith Wolf
15-01-406-029-1001	1010 N. Harlem, Unit 201 River Forest, IL 60305	1010 N. Harlem, Unit 201 River Forest, IL 60305 Lori O'Connor
15-01-406-029-1002	1010 N. Harlem, Unit 202 River Forest, IL 60305	1010 N. Harlem, Unit 202 River Forest, IL 60305 Elaine Scheier
15-01-406-029-1003	1010 N. Harlem, Unit 203 River Forest, IL 60305	1010 N. Harlem, Unit 203 River Forest, IL 60305 Thomas Lint
15-01-406-029-1004	1010 N. Harlem, Unit 204 River Forest, IL 60305	1010 N. Harlem, Unit 204 River Forest, IL 60305 Nancy Good
15-01-406-029-1005	1010 N. Harlem, Unit 205 River Forest, IL 60305	1010 N. Harlem, Unit 205 River Forest, IL 60305 Mark Martin
15-01-406-029-1006	1010 N. Harlem, Unit 301 River Forest, IL 60305	1010 N. Harlem, Unit 301 River Forest, IL 60305 Luis Reyes
15-01-406-029-1007	1010 N. Harlem, Unit 302 River Forest, IL 60305	1010 N. Harlem, Unit River Forest, IL 60305 Evelyn Mensah
15-01-406-029-1008	1010 N. Harlem, Unit 303 River Forest, IL 60305	1010 N. Harlem, Unit River Forest, IL 60305 David Adams
15-01-406-029-1009	1010 N. Harlem, Unit 304 River Forest, IL 60305	1010 N. Harlem, Unit 304 River Forest, IL 60305 Jaime Sanchez
15-01-406-029-1010	1010 N. Harlem, Unit 305 River Forest, IL 60305	1010 N. Harlem, Unit 305 River Forest, IL 60305 Margaret Kraft
15-01-406-029-1011	1010 N. Harlem, Unit 401 River Forest, IL 60305	1010 N. Harlem, Unit 401 River Forest, IL 60305 Diane Colletti
15-01-406-029-1012	1010 N. Harlem, Unit 402 River Forest, IL 60305	1010 N. Harlem, Unit 402 River Forest, IL 60305 Nita Lecrone
15-01-406-029-1013	1010 N. Harlem, Unit 403 River Forest, IL 60305	1010 N. Harlem, Unit 403 River Forest, IL 60305 Kathleen Polk
15-01-406-029-1014	1010 N. Harlem, Unit 404 River Forest, IL 60305	1010 N. Harlem, Unit 404 River Forest, IL 60305

15-01-406-029-1015	1010 N. Harlem, Unit 405 River Forest, IL 60305	Mary Bowman 1010 N. Harlem, Unit 405 River Forest, IL 60305
15-01-406-029-1016	1010 N. Harlem, Unit 501 River Forest, IL 60305	Antoinette Bruno 1010 N. Harlem, Unit 501 River Forest, IL 60305
15-01-406-029-1017	1010 N. Harlem, Unit 502 River Forest, IL 60305	John Muldoon 1010 N. Harlem, Unit 502 River Forest, IL 60305
15-01-406-029-1018	1010 N. Harlem, Unit 503 River Forest, IL 60305	Enrique Ibarra 1010 N. Harlem, Unit 503 River Forest, IL 60305
15-01-406-029-1019	1010 N. Harlem, Unit 504 River Forest, IL 60305	John Roach 1010 N. Harlem, Unit 504 River Forest, IL 60305
15-01-406-029-1020	1010 N. Harlem, Unit 505 River Forest, IL 60305	Mary Halpin 1010 N. Harlem, Unit 505 River Forest, IL 60305
15-01-406-019-0000	1002 N. Harlem Ave. River Forest, IL 60305	Douglas Winchell 1002 N. Harlem Ave. River Forest, IL 60305

E ½ SE ¼ SEC 1-39-12  
RIVER FOREST

39-12-1H  
15-1



"A"  
BOGUE'S ADD. TO OAK PARK, a sub. of the S.E.1/4 of Sec. 1-39-12. Rec. Sep 12, 1890 Doc. 1334847.

"B"  
SUB. of Blks. 1, 8 through 11, and 14 through 16 in Bogue's Add. to Oak Park (see "A"). Rec. Jan 9, 1917 Doc. 6026883.

"C"  
GREY & BRAESE'S RESUB. of Blk. 1 in Sub. of Blks. 1, 8 through 11, and 14 through 16 (see "B"). Rec. Jan 16, 1924 Doc. 8253191.

CONDOMINIUM: 15-01-403-044  
BONNIE BRAE CONDOMINIUM  
Rec. 12/14/1978 Doc. 24974889

Unit	Unit	Unit	Unit
1N = 1001	2S = 1004	G-1 = 1007	G-4 = 1010
1S = 1002	3N = 1005	G-2 = 1008	G-5 = 1011
2N = 1003	3S = 1006	G-3 = 1009	

CONDOMINIUM: 15-01-403-045  
RIVER FOREST - ARLINGTON HOUSE  
Rec. 5/30/1979 Doc. 24979552

Unit	Unit	Unit
1100G = 1001	1104-3 = 1011	11112-G = 1021
1100-1 = 1002	1106-1 = 1012	1112-1 = 1022
1100-2 = 1003	1106-2 = 1013	1112-2 = 1023
1100-3 = 1004	1106-3 = 1014	1112-3 = 1024
1102-G = 1005	1108-1 = 1015	1114-G = 1025
1102-1 = 1006	1108-2 = 1016	1114-1 = 1026
1102-2 = 1007	1108-3 = 1017	1114-2 = 1027
1102-3 = 1008	1110-1 = 1018	1114-3 = 1028
1104-1 = 1009	1110-2 = 1019	
1104-2 = 1010	1110-3 = 1020	

CONDOMINIUM: 15-01-403-046  
THE PRIORY CONDOMINIUM  
Rec. 9/27/1995 Doc. 95655770

Unit	Unit	Unit	Unit
A1 = 1001	B3 = 1006	D2 = 1011	P5 = 1016
A2 = 1002	C1 = 1007	P1 = 1012	P6 = 1017
A3 = 1003	C2 = 1008	P2 = 1013	P7 = 1018
B1 = 1004	C3 = 1009	P3 = 1014	
B2 = 1005	D1 = 1010	P4 = 1015	

CONDOMINIUM: 15-01-403-047  
PRIORY POINTE CONDOMINIUM  
Rec. 7/16/1999 Doc. 99682170

Unit	Unit	Unit	Unit
1 = 1001	5 = 1005	9 = 1009	G-3 = 1013
2 = 1002	6 = 1006	10 = 1010	G-4 = 1014
3 = 1003	7 = 1007	G-1 = 1011	G-5 = 1015
4 = 1004	8 = 1008	G-2 = 1012	

CONDOMINIUM: 15-01-403-048  
Alexandrian Condominium  
Rec. 6/26/2001 Doc. 0010561202

Unit	Unit	Unit	Unit
1 = 1001	4 = 1004	7 = 1007	
2 = 1002	5 = 1005	8 = 1008	
3 = 1003	6 = 1006	9 = 1009	

CONDOMINIUM: 15-01-403-049  
DOMINICAN MANOR CONDO  
Rec. 12/6/2004 Doc. 0434119070

Unit	Unit	Unit
1124-A = 1001	1126-B = 1005	1128-C = 1009
1124-B = 1002	1126-C = 1006	1130-A = 1010
1124-C = 1003	1128-A = 1007	1130-B = 1011
1126-A = 1004	1128-B = 1008	1130-C = 1012

CONDOMINIUM: 15-01-406-026  
VALENCIA CONDOMINIUM  
Rec. 10/20/1969 Doc. 20989604

Unit	Unit	Unit	Unit
1-B = 1001	2-C = 1010	3-E = 1019	4-G = 1028
1-C = 1002	2-D = 1011	3-F = 1020	5-A = 1029
1-D = 1003	2-E = 1012	3-G = 1021	5-B = 1030
1-E = 1004	2-F = 1013	4-A = 1022	5-C = 1031
1-F = 1005	2-G = 1014	4-B = 1023	5-D = 1032
1-H = 1006	3-A = 1015	4-C = 1024	5-E = 1033
1-I = 1007	3-B = 1016	4-D = 1025	5-F = 1034
2-A = 1008	3-C = 1017	4-E = 1026	5-G = 1035
2-B = 1009	3-D = 1018	4-F = 1027	

CONDOMINIUM: 15-01-406-029  
1010 N. HARLEM AVE. CONDOMINIUM  
Rec. 5/16/1973 Doc. 22327584

Unit	Unit	Unit	Unit
201 = 1001	301 = 1006	401 = 1011	501 = 1016
202 = 1002	302 = 1007	402 = 1012	502 = 1017
203 = 1003	303 = 1008	403 = 1013	503 = 1018
204 = 1004	304 = 1009	404 = 1014	504 = 1019
205 = 1005	305 = 1010	405 = 1015	505 = 1020

CONDOMINIUM: 15-01-406-032  
LANDERS HOUSE CONDOMINIUM  
Rec. 10/31/1980 Doc. 25646856

Unit	Unit	Unit	Unit
A-1 = 1001	D-1 = 1004	A-2 = 1007	D-2 = 1010
B-1 = 1002	E-1 = 1005	B-2 = 1008	E-2 = 1011
C-1 = 1003	F-1 = 1006	C-2 = 1009	F-2 = 1012

39-12-1H  
15-1\_F1

CONDOMINIUM: 15-01-406-032  
LANDERS HOUSE CONDOMINIUM  
Rec. 10/31/1980      Doc. 25646856  
Continued

Unit	Unit	Unit	Unit
A-3 = 1013	F-3 = 1018	E-4 = 1023	D-5 = 1028
B-3 = 1014	A-4 = 1019	F-4 = 1024	E-5 = 1029
C-3 = 1015	B-4 = 1020	A-5 = 1025	F-5 = 1030
D-3 = 1016	C-4 = 1021	B-5 = 1026	
E-3 = 1017	D-4 = 1022	C-5 = 1027	

**TAB 12**

**CODE VARIANCES**

January 24, 2018

**Proposed Bonnie Brae Pl. and Thomas Ave. Development**  
**Summary of Development Requirements and Requested Variations**

(Items that require variations are in **BOLD**)

**Zoning District R-4**

**1101-07 Bonnie Brae**

<u>Description</u>	<u>Required</u>	<u>Provided</u>	<u>Comments</u>
Lot Size (square feet)	More than 26,136	<b>18,454</b>	
Lot Coverage	Less than 70%	<b>75%</b>	
Front Setback	20'	<b>12'</b>	Building structure setback is 20'. Canopy and exhaust wells encroachment only.
Side (North)	3'	<b>1'-4"</b>	Canopy only. Building is setback 3'-8"
Side (South)	25'	<b>5'-2"</b>	Building structure setback is 6'-4". Additional encroachment is for architectural elements above the 1 <sup>st</sup> floor and for decorative pilasters.
Rear	27"-8'	<b>10'</b>	
Building Height	45'	<b>50'-0"</b>	
FAR (gross building are 38,190 (sf)	1.5	<b>2.0</b>	
Rear Yard Area (square feet)	2,768 (15%)	<b>1,000 (5.4%)</b>	
Parking (per Dwelling Unit)	2	2.5	46 parking space provided.
Guest Parking	4	4	
Loading Space	1	1	

**1111 Bonnie Brae**

<u>Description</u>	<u>Required</u>	<u>Provided</u>	<u>Comments</u>
Lot Size (square feet)	More than 26,136	<b>9,227</b>	Existing Building
Lot Coverage	Less than 70%	34%	
Front Setback	20'	51"	
Side (North)	3'	3'	
Side (South)	3'	12'	
Rear	27"-8'	50'	
Building Height	45'	35'	

FAR	1.5	0.94	
Rear Yard Area (square feet)	2,768 (15%)	2,550 (28%)	
Parking (per Dwelling Unit)	2.5	2.5	Includes 2 compact car stalls and 2 spaces at 1101 Bonnie Brae Garage
Guest Parking	1	1	At 1101 Bonnie Brae garage



**EXHIBIT B**

**FINDINGS OF FACT AND RECOMMENDATION OF THE  
DEVELOPMENT REVIEW BOARD  
VILLAGE OF RIVER FOREST**

**February 15, 2018**

**RE:**                   **Planned Development Permit Application for Amendment –  
Condominium Developments – 1101–1111 Bonnie Brae Place, River  
Forest, Illinois**

**PETITIONER:**       **Bonnie Brae Construction, LLC**

**APPLICATION:**     **For an amendment to a planned development permit granted in  
Ordinance 3628 regarding encroachments in the front setback, side  
(north) setback and corner front (south) setback**

**BACKGROUND:** 1101-1111 Bonnie Brae Place, River Forest, Illinois (“Property”) is a .635 acre parcel of real property in the Village of River Forest (“Village”). The Property is located at the northeast corner of Bonnie Brae Place and Thomas Street in the R4 Multi-Family Residential Zoning District.

In 2016, the Petitioner filed an application for a planned development permit, which Petitioner has subsequently amended during the public hearing process (“Original Application”). The Original Application requested site development allowances to allow for the construction of a fifteen (15) unit condominium building and a three (3) unit condominium building on the Property (“Project”). On October 27, 2016, following the conclusion of a public hearing held on July 21, 2016, September 15, 2016, and October 20, 2016 (together the “Hearing”), the Development Review Board (“DRB”), by a vote of 6 to 0, recommended approval of the Original Application, with conditions.

On November 28, 2016, the Village President and Board of Trustees approved the planned development permit as requested in the Original Application, with conditions that modified some of the requested approvals therein, in Ordinance 3628. Among the conditions of approval in Ordinance 3628 is the following:

The architectural elements above the first floor of the fifteen (15) unit condominium building shall not encroach into the allowed setbacks by more than twelve (12) inches, except as authorized by the Village's Building Code and Zoning Ordinance.

In 2018, the Petitioner filed an application for an amendment to the planned development permit granted in Ordinance 3628, seeking additional site development allowances beyond those granted in Ordinance 3628 (“Amended Application”). Because the Petitioner requests site development allowances beyond those granted in Ordinance 3628, and the condition of approval set forth above, the Petitioner is required to obtain a major amendment to the planned development permit in order to build the condominium building as requested.

**APPLICATION:** The Amended Application seeks the following site development allowances from the Village of River Forest Zoning Ordinance (“Zoning Ordinance”):

	<b>Zoning Ordinance</b>	<b>SDA Granted</b>	<b>SDA Requested</b>
<b>Front Setback</b>	20’	None at the time of approval as building setback was 20’ and complied with the Zoning Ordinance	12’ setback to allow encroachment of canopy and exhaust wells by 8’
<b>Side (North) Setback</b>	3’	None at the time of approval as building setback was 3’8” and complied with the Zoning Ordinance	1’8” setback to allow canopy encroachment by 1’4” into the required setback
<b>Corner Front (South) Setback</b>	25’	The Village granted an allowance to permit a 6’8” setback	6’4” setback for building 5’2” setback for architectural elements above 1st floor and for decorative pilasters

**PUBLIC HEARING:** At the duly and properly noticed Hearing, testimony was taken and heard by the DRB on the Amended Application. All persons testifying during the Hearing were sworn prior to giving testimony. All persons wishing to be heard were allowed to engage in cross-examination of the witnesses and provide testimony on their own behalf.

**FINDINGS:** The DRB, based upon the evidence presented at the Hearing, and pursuant to Section 10-19-3 of the Village Code, makes the following Findings as to the Amended Application:

- A. **The proposed use or combination of uses is consistent with the goals and policies of the comprehensive plan.**

Overall, the Project, as proposed in the Amended Application, is consistent with the goals and objectives of the Comprehensive Plan. Specifically, the DRB finds that the Project, as proposed in the Amended Application, will help to preserve the existing quality of life, character and heritage of the area, while anticipating change and progress in the future, because it is of a scale and density that while larger than multi-family developments typically built in the Village, is appropriate for the Property and will, as a result, not negatively impact the surrounding neighborhood (Comprehensive Plan Goal 1). Further, approval of the Project, as proposed in the Amended Application will further the goal of maintaining the Village as an exceptional residential community and will help the Village to retain its predominant single-family detached dwelling character (Housing and Residential Areas Comprehensive Plan Goal). Based on the evidence presented, the DRB finds that this standard has been met.

- B. The establishment, maintenance, or operation of the use or combination of uses will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare of the residents of the Village.**

The Amended Application proposes the structures comprising the Project be slightly larger than those previously approved in Ordinance 3628. The Project as originally approved required several site development allowances, and it is appropriate for the Property to receive the additional site development allowances requested in the Amended Application due to the slight increase in mass and scale required for the Project to move forward. Based on the evidence presented, the DRB finds that the establishment, maintenance and operation of the Project, as proposed in the Amended Application, will not be detrimental to or endanger the public health, safety, comfort, morals or general welfare of the residents; and the DRB finds that this standard has been met.

- C. The proposed use or combination of uses will not diminish the use or enjoyment of other property in the vicinity for those uses or combination of uses which are permitted by this zoning title.**

The Project, as proposed in the Amended Application, will positively impact nearby uses. The scale of the Project, as proposed in the Amended Application, and the site development allowances requested and needed, make the Project, as proposed in the Amended Application, appropriate for the Property. Based on the evidence presented, the DRB finds that the Project, as proposed in the Amended Application, will not diminish the use or enjoyment of permitted uses on other property in the vicinity; the DRB finds that this standard has been met.

- D. The establishment of the proposed use or combination of uses will not impede the normal and orderly development and improvement of surrounding properties for uses or combination of uses otherwise permitted in the zoning district.**

The proposed multi-family residential condominium use of the Property, as proposed in the Amended Application, will not impede the normal and orderly development and improvement of surrounding properties. This standard has been met.

- E. The proposed use or combination of uses will not diminish property values in the vicinity.**

The surrounding neighborhood has been, by and large, fully developed for a number of years. There was no evidence that the Project, as proposed in the Amended Application, once built, would generally result in diminished property values in the vicinity. The DRB finds that this standard has been met.

- F. Adequate utilities, road access, drainage, police and fire service and other necessary facilities already exist or will be provided to serve the proposed use or combination of uses.**

The Village's Police Department, Fire Department and Public Works Department are generally satisfied with the Project, as proposed in the Amended Application. There is no indication that utilities serving the Property will be inadequate if the Project is built. Based on the evidence presented, the DRB finds that this standard has been met.

- G. **Adequate measures already exist or will be taken to provide ingress and egress to the proposed use or combination of uses in a manner that minimizes traffic congestion in the public streets.**

The Project, as proposed in the Amended Application, does not make changes to the ingress and egress to the Property. Based on the evidence presented, the DRB finds that this standard has been met.

- H. **The proposed use or combination of uses will be consistent with the character of the Village.**

While the multi-family residential use proposed in the Project, as proposed in the Amended Application, is consistent with the character of the Village and with the zoning district, the scale of the Project, as proposed in the Amended Application, is compatible with the Property and is consistent with the immediate neighborhood. Based on the evidence presented, the DRB finds that this standard has been met.

- I. **Development of the proposed use or combination of uses will not materially affect a known historical or cultural resource.**

No historical or cultural resources have been identified in the area surrounding the Project, as proposed in the Amended Application. Based on the evidence presented, the DRB finds that this standard has been met.

- J. **The design of the proposed use or combination of uses considers the relationship of the proposed use or combination of uses to the surrounding area and minimizes adverse effects, including visual impacts of the proposed use or combination of uses on adjacent property.**

The Project, as proposed in the Amended Application, is appropriate in massing, scale and other respects in relation to the Property. Overall, the DRB finds that the Project, as proposed in the Amended Application, will still result in no adverse impacts on adjacent properties and the neighborhood. Based on the evidence presented, the DRB finds that this standard has been met.

- K. **The design of the proposed use or combination of uses promotes a safe and comfortable pedestrian environment.**

No changes are sought to the Project, as proposed in the Amended Application, which relate to the pedestrian environment. Based on the evidence presented, the DRB finds that this standard has been met.

- L. **The applicant has the financial and technical capacity to complete the proposed use or combination of uses and has made adequate provisions to guarantee the development of any buffers, landscaping, public open space, and other improvements associated with the proposed use or combination of uses.**

The Petitioner is an experienced developer and has the financial and technical capacity to complete the Project, as proposed in the Amended Application. Based on the evidence presented, the DRB finds that this standard has been met.

- M. The proposed use or combination of uses is economically viable and does not pose a current or potential burden upon the services, tax base, or other economic factors that affect the financial operations of the Village, except to the extent that such burden is balanced by the benefit derived by the Village from the proposed use.

There was no evidence that the Project, as proposed in the Amended Application, would burden the Village's financial operations. Based on the evidence presented, the DRB finds that this standard has been met.

- N. The proposed use or combination of uses will meet the objectives and other requirements set forth in Section 10-19-3.

While the Project, as proposed in the Amended Application, meets the objectives and other requirements of Section 10-19-3. Based on the evidence presented, the DRB finds that this standard has been met.

- O. The application meets the additional standards for multi-family housing in Section 10-19-3(O), except to the extent site development allowances have been granted.

The Project, as proposed in the Amended Application, meets the additional standards for multi-family housing in Section 10-19-3(O) of the Zoning Ordinance. The total number of parking spaces and land area exceed the additional standards in Section 10-19-3(O) of the Zoning Ordinance. Based on the evidence presented, the DRB finds that this standard has been met.

**RECOMMENDATION:** Based upon the foregoing Findings, the DRB, by a vote of 7 to 0, recommends that the President and Board of Trustees **APPROVE** the Application.

Signed: Frank Martin  
Frank Martin, Chairman  
Development Review Board  
Village of River Forest

Dated: 3/19/2018

**VILLAGE OF RIVER FOREST**  
**DEVELOPMENT REVIEW BOARD MEETING MINUTES**  
February 15, 2018

A meeting of the Village of River Forest Development Review Board was held at 7:30 p.m. on Thursday, February 15, 2018 in the Community Room of the River Forest Village Hall, 400 Park Avenue, River Forest, Illinois.

**I. CALL TO ORDER**

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

Present: Members O'Brien, Crosby, Ruehle, Ryan, Dombrowski (arrived at 7:45 p.m.), Fishman (arrived at 8:00 p.m.), and Chairman Martin

Absent: None

Also Present: Assistant Village Administrator Lisa Scheiner, Building Official Clifford Radatz, Village Attorney Gregory Smith, Planning Consultant John Houseal

**II. APPROVAL OF MINUTES OF THE NOVEMBER 16, 2017 DEVELOPMENT REVIEW BOARD MEETING**

A MOTION was made by Member O'Brien and SECONDED by Member Ruehle to approve the minutes of the November 16, 2017 Development Review Board Meeting as amended.

Ayes: Members O'Brien, Crosby, Ruehle, Ryan, and Chairman Martin

Nays: None

Motion Passes.

**III. PRE-FILING MEETING AND CONSIDERATION OF REQUEST FOR WAIVER - Proposed Planned Development Amendment - Concordia University Chicago Cellular Tower**

Chairman Martin explained that Concordia University had appeared before the Development Review Board for a pre-filing conference regarding a major amendment to an existing planned development. During that meeting the Development Review Board granted a request to waive the application requirement that a traffic study be conducted. He stated that his understanding of the purpose of the meeting is to review changes to the project and confirm that the traffic study waiver is still good.

Dennis Witte, Concordia University Chicago, stated that since the pre-filing conference in April, 2017, there have been changes to the location of the stealth enclosure. He stated that the original proposal called for the Verizon antenna to be located on top of the T-Mobile antenna on the southwest corner of the parking garage which would result in a ten foot increase in the height of the building. Since that time Verizon has determined that it cannot locate its antenna in that location and now proposes to install it and a stealth enclosure on



the southeast corner of the parking garage. He explained that it would increase the height of the building in that area from 45 feet to approximately 55 feet. Mr. Witte explained that Verizon also proposed to place a pod of antennae behind a stealth enclosure on the west face of the stair tower in order to provide western-facing coverage. He stated that the changes would result in a loss of up to two parking spaces in the parking garage but that Concordia would commit to creating two parking spaces elsewhere on campus. As a result, he asks that the waiver of the traffic study be granted.

A MOTION was made by Member Ruehle and SECONDED by Member Ryan to again waive the traffic study application requirement.

Ayes: Members O'Brien, Crosby, Ruehle, Ryan, and Chairman Martin

Nays: None

Motion Passes.

**IV. PUBLIC HEARING - APPLICATION #18-01 - Amendment to the Planned Development granted by Ordinance 3628 regarding the encroachment of the four story, 15 unit condominium building at 1101-1107 Bonnie Brae Place.**

Chairman Martin explained the purpose of the hearing, the history of the Planned Development and amendments at this site, and the process that would be followed during the hearing.

Mr. Radatz swore in all parties wishing to speak.

Art Gurevich, Bonnie Brae Construction LLC, reviewed the requested amendments to the front setback, side (north) setback, and corner front (south) setback as a result of canopies and architectural elements on the new building that will be constructed at 1101-1107 Bonnie Brae Place. He also noted that the corner front (south) setback was noted on the original site plan as having a setback of both 6'4" and 6'8" but it was mislabeled and the actual setback is 6'4".

In response to a question from Member Ruehle, Mr. Gurevich and Mr. Houseal clarified on the site plan where the setback encroachments would occur.

In response to a question from Chairman Martin, Mr. Gurevich confirmed that everything else in the application is unchanged.

Member Crosby and Mr. Gurevich discussed whether there were any other elements, such as lighting, of the building that would encroach into the setback. Village Attorney Smith stated that the Ordinance approving the Planned Development that is in effect currently allows for architectural elements above the first floor to encroach into the setback up to 12". If there are de minimis encroachments they would be included in that permitted encroachment. There was a brief discussion regarding elements that appeared on the renderings. In response to a question from Chairman Martin, Mr. Gurevich confirmed that the items in question were all above the first floor.

Chairman Martin asked the Development Review Board to consider whether or not this information would have made any difference in their approval had it been accurately portrayed on the original plans. Mr. Gurevich said the items were portrayed in the plan but not discussed the rendering provided to them has not changed from the rendering they were previously provided.

In response to a question from Chairman Martin, Mr. Gurevich stated that financing for the project has not expired but is subject to certain pre-sale requirements. In response to a follow-up questions, Mr. Gurevich said that pre-sales have not been as strong they would have liked because it is hard to sell to their target customer from a floor plan. He said that he has hired a new marketing firm and they promise to be more aggressive in going after the sales. In response to a question from Member Ryan, Mr. Gurevich said that the price point is approximately \$400 per square foot.

Chairman Martin stated that the Village Code has a timeframe for planned developments following approval. He said that the timeframe for this project to commence construction lapsed but had been extended by the Village Board of Trustees. He asked if the passage of an amendment will reset those timeframes. Village Attorney Smith said that unless there is a modified schedule in the amendment application then the timeline would remain as approved by the Village Board of Trustees. Assistant Village Administrator Scheiner reviewed the timeline for a planned development that is included in the Zoning Ordinance and noted that the Village Board of Trustees extended the construction commencement date for this project from February, 2018 to July, 2018. Chairman Martin asked if a new construction timeline would be set if the Village Board takes action on this amendment in March. Village Attorney Smith replied that the code includes language regarding construction phasing plans. He stated that he has not had an opportunity to review it prior to the meeting but based on his review of the Ordinance during the meeting he does not believe that it would reset the clock on the planned development permit.

In response to a question from Member Ruehle, Mr. Gurevich stated that the exhaust wells would be located along Bonnie Brae Place at ground level and their purpose is to vent the garage.

John Houseal, Houseal Lavigne Associates, stated that although the code identifies the amendments as major amendments, there is virtually no impact planning and zoning or the perceived bulk of the building, and that the footprint of the building does not change. The features for which this grants relief actually enhance the building and to take them away would diminish the appearance of the structure. He said he does not see a downside to these amendments. Member Crosby stated that he agrees that these elements are needed for building design.

In response to a question from Member Ryan regarding the height of the first floor, Mr. Gurevich stated that the first floor is 12 feet high and each floor above that is 11 feet 8 inches.

In response to a question from Chairman Martin, Mr. Houseal stated that these features do not create any safety issues and that the canopies will help identify the entrances to the building.

Chairman Martin confirmed that all these changes apply to the new building that will be built.

**V. DISCUSSION/DELIBERATION & RECOMMENDATION - APPLICATION #18-01 - Amendment to the Planned Development granted by Ordinance 3628 regarding the encroachment of the four story, 15 unit condominium building at 1101-1107 Bonnie Brae Place.**

A MOTION was made by Member Ruehle and SECONDED by Member Dombrowski to recommend approval of the application for a major amendment to the Planned Development Permit.

Member Crosby confirmed that there is no canopy on the alley side for the entrance next to the garage door.

Ayes: Members O'Brien, Crosby, Ruehle, Ryan, Dombrowski, Fishman, and Chairman Martin

Nays: None

Motion Passes.

**VI. APPROVAL OF FINDINGS OF FACT - APPLICATION #18-01 - Amendment to the Planned Development granted by Ordinance 3628 regarding the encroachment of the four story, 15 unit condominium building at 1101-1107 Bonnie Brae Place.**

In response to a question from Chairman Martin, Assistant Village Administrator Scheiner noted that staff reviewed the major amendments and there is no impact on Village services as a result of these amendments.

A MOTION was made by Member O'Brien and SECONDED by Member Crosby to approve the Findings of Fact subject to the changes noted by the Development Review Board.

Ayes: Members O'Brien, Crosby, Ruehle, Ryan, Dombrowski, Fishman, and Chairman Martin

Nays: None

Motion Passes.

**VII. PUBLIC COMMENT**

None.

**VIII. ADJOURNMENT**

A MOTION was made by Member Ruehle and SECONDED by Chairman Martin to adjourn the meeting of the Development Review Board at 8:13 p.m.

Ayes: Members O'Brien, Crosby, Dombrowski, Ruehle, Fishman and Chairman Martin

Nays: None

Motion Passes.

Respectfully Submitted:

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Lisa Scheiner  
Secretary

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Frank R. Martin  
Chairman, Development Review Board

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Date



## Village of River Forest

Village Administrator's Office

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

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### MEMORANDUM

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Date: March 7, 2018

To: Catherine Adduci, Village President  
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Crossing Guard Policy

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As mentioned by the Village President at our February 12, 2018 Village Board meeting, Staff has been working on a policy that focuses on the placement and process of placement of crossing guards. Attached please find a copy of the policy for your review and comment. The consideration and evaluation of crossing guards is ultimately a partnership between the Village and the School District.

I have shared a copy of the policy with School District 90 for their input and comment which I have taken into consideration as I have finalized the draft. The Superintendent indicated that School District 90 may consider adopting a similar policy.

Please contact me should you have any questions.

Thank you.

Attachment  
Draft Policy

## **Village of River Forest** **Policy for Crossing Guards**

Their primary responsibility of school crossing guards is to protect school children walking to and from schools within River Forest. Crossing Guards have no arrest powers or authority to issue motor vehicle citations. Crossing guards are assigned to control pedestrian and vehicular traffic at fixed posts determined to be necessary by the Village or school.

The Village of River Forest maintains a contract with a third party vendor to provide crossing guard services for students traveling to and from their homes and their respective schools. The intergovernmental agreement between the Village and School District 90 dictates the responsibility of payment of the crossing guards. In absence of any agreement, the cost of the crossing guards is to be paid for by the schools requesting the crossing guard. The Village is responsible for any improvements to the right-of-way including, but not limited to, the installation and maintenance of signage and pavement markings.

The request to add or remove a crossing guard may be made by either the school or the Village. The requesting party will notify the other party that a request is being made. After notification is made, the site will be surveyed by the Police Department and/or the Engineering Department to gather data and make observations. Additional studies may be requested if needed. The observations will include, but are not limited to:

- The age of the students who are crossing.
- The width of the street and the number of lanes of traffic students must cross.
- The sight distance at the crossing.
- Safe gaps in traffic.
- Presence of traffic control devices, including traffic signals, signs and pavement.
- The speed of vehicles at the crossing.
- Volumes of traffic and pedestrians.
- The attendance boundary and walk zone for each school.
- The distance the crossing is from a school and the type of adjacent land use.
- Crash history of the crossing.

After the observations and data review has concluded, a report with a recommendation will be generated by the Chief of Police and forwarded to the Traffic and Safety Commission for a review and recommendation to the Village Board and the School Board. Once reviewed by the School Board, the Superintendent of Schools will notify the Village Administrator of its intent to implement any additional crossing guards, if recommended.

In even years, the police department and school district will review existing locations requiring school crossing guards and review intersections where conditions have changed and may warrant consideration.

Crossing guards are to be placed at the following locations:

District 90

Lake and Park

Lake and Franklin

Oak and Lathrop

Oak and Jackson

Chicago and Lathrop

Chicago and Jackson

Roosevelt Middle School Parking Lot (2)

Division and Franklin

Division and Lathrop

Placed Until SWRTS Recommendations Are Made

Oak and Park

Oak and Franklin

Oak and Ashland

St. Luke's

Lake and Ashland





## Village of River Forest

Village Administrator's Office

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

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### MEMORANDUM

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Date: March 7, 2018

To: Catherine Adduci, Village President  
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Discussion: State Expansion of Home Rule Eligibility (SJRCA 9)

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**Issue:** Attached please find a position paper from the Illinois Municipal League regarding the consideration of a Senate Joint Resolution for Constitutional Amendment expanding the eligibility for a home rule municipality.

At its discretion, the Village Board may take a position on the Senate Joint Resolution for Constitutional Amendment 9 by adopting a resolution in support of it, as it is pending legislation in the State General Assembly. The Village Board has supported or opposed pending legislation in the past. However, if the Constitutional Amendment referendum goes on the ballot, the Village may not expend funds in support of the referendum question or against it, per 10 ILCS 5/9-25.1(b).

If the Constitutional Amendment goes on the ballot and passes, the Village would become a home rule unit because it would have more than 5,000 population, the new trigger for home rule status under the amended Constitution provision, as opposed to the current 25,000 population trigger.

**Recommendation:** There is no Staff recommendation. If the consensus of the Village Board is to support SJRCA 9, we will prepare a Resolution of support to be approved at your next Village Board meeting.



# Illinois Municipal League

## POSITION PAPER

February 6, 2018

### Expansion of Home Rule Eligibility

The Illinois Constitution recognizes that cities, villages and towns can benefit from enhanced self-governance. Illinois allows for many communities to be considered “home rule,” which provides local voters and elected officials with added flexibility to devise their own solutions to local issues. Home rule is one of the best and most effective expressions of American democracy and self-governance. In short, home rule recognizes that cities are diverse and that local voters are capable of pursuing the creation of their ideal communities.

Bill Number:

**SJRCA 9**

Sponsor:

**Sen. Hutchinson  
(D-40)**

IML Position:

**SUPPORT**

#### The Issue:

There are two types of communities in Illinois: those that benefit from having a full set of tools to solve problems, and those that are disadvantaged because they don’t have these tools. The Illinois Constitution automatically grants home rule status to municipalities with more than 25,000 residents. Non-home rule communities are granted more limited governance options despite the reality that Illinois law imposes added financial and administrative burdens on communities with 5,000 or more residents. Municipalities with the same challenges should have the same tools to address them.

#### IML Solution:

All municipalities with populations in excess of 5,000 residents should have home rule status. This would be achieved by amending the Illinois Constitution through a voter referendum. A referendum should be placed on the November 2018 ballot by a 3/5 vote of the General Assembly. Upon subsequent approval by a 3/5 majority of voters, an additional 169 municipalities would be granted home rule status.

**SJRCA 9 WILL ALLOW MORE COMMUNITIES TO ADDRESS CRITICAL ISSUES LOCALLY.**



## Village of River Forest

Village Administrator's Office

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

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### MEMORANDUM

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Date: March 7, 2018

To: Catherine Adduci, Village President  
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Lease Extension – LCFS – 7620 W. Madison Street

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**Issue/Analysis:** As part of the acquisition of the Lutheran Children and Family Services (LCFS) property a lease was executed allowing LCFS to continue to lease back the property until March 15, 2018. LCFS has indicated that they would like to extend the lease through July 15, 2018 in order to give them ample time to transition to their new office space. The Village negotiated a flat rate of \$25,000 for this extension. This rent will be credited to the Madison Street TIF fund.

LCFS will continue to abide by the original terms of the lease which includes maintaining the building.

Attached please find a copy of a Resolution with a Lease Extension prepared by the Village Attorney and Executed by LCFS.

**Recommendation:** Consider a MOTION to Approve a Resolution Authorizing an Extension to the Lease for the property located at 7620 W. Madison for Lutheran Children and Family Services through July 15, 2018.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING A FIRST AMENDMENT TO THE  
LEASE BY AND BETWEEN THE VILLAGE OF RIVER FOREST AND  
LUTHERAN CHILD AND FAMILY SERVICES OF ILLINOIS  
(7620 MADISON STREET, RIVER FOREST, ILLINOIS)**

**WHEREAS**, the Village of River Forest ("Village") is a non-home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois; and

**WHEREAS**, on November 13, 2017, the President and Board of Trustees of the Village of River Forest approved Resolution 17-21, entitled "A Resolution Authorizing a Real Estate Purchase and Sales Contract (7620 Madison Street, River Forest, Illinois)," in which the Village agreed to execute a contract to acquire the property located at 7620 Madison Street in the Village from Lutheran Child and Family Services of Illinois ("LCFS"), and to lease back the property to LCFS for a period of three (3) months ("Lease"); and

**WHEREAS**, the Village and LCFS desire to extend the term of the Lease through June 30, 2018, on the terms and conditions of the "First Amendment to Lease (7620 Madison Street, River Forest, Illinois)," attached hereto as **Exhibit A**, and made a part hereof ("First Amendment"); and

**WHEREAS**, it is in the best interest of the health, safety and welfare of the Village and its residents to approve the First Amendment;

**NOW, THEREFORE**, be it resolved by the President and Board of Trustees of the Village of River Forest, Illinois, as follows:

**SECTION 1:** The recitals set forth above are incorporated herein.

**SECTION 2:** The Village President, Village Clerk and Village Administrator be and are hereby authorized and directed to execute the First Amendment, and they are further authorized and directed to execute and deliver such other instruments, and take such other actions, as may be necessary or convenient to consummate the First Amendment.

**SECTION 3:** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**ADOPTED** this 12th day of March, 2018, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** this 12th day of March, 2018, by the Village President of the Village of River Forest, and attested by the Village Clerk, on the same day.

\_\_\_\_\_  
Village President

**APPROVED and FILED** in my office this \_\_\_\_ day of \_\_\_\_\_, 2018 and published in pamphlet form in the Village of River Forest, Cook County, Illinois.

ATTEST:

\_\_\_\_\_  
Village Clerk

**EXHIBIT A**

**FIRST AMENDMENT**

(attached)

**FIRST AMENDMENT TO LEASE  
(7620 MADISON STREET, RIVER FOREST, ILLINOIS)**

This **FIRST AMENDMENT TO LEASE (7620 MADISON STREET, RIVER FOREST, ILLINOIS)** ("First Amendment"), dated the 12<sup>th</sup> day of March, 2018 ("**Effective Date**"), is entered into by and between the Village of River Forest, 400 Park Avenue, River Forest, Illinois, 60305, an Illinois municipal corporation, ("**Landlord**"), and Lutheran Child and Family Services of Illinois, an Illinois not-for-profit corporation, 7620 Madison Street, River Forest, Illinois ("**Tenant**").

**WITNESSETH:**

**WHEREAS**, Landlord and Tenant entered into a "Lease" dated December 15, 2017 ("Lease"), whereby Landlord leased to Tenant certain Premises, therein described, known as 7620 Madison Street, River Forest, Illinois; and

**WHEREAS**, Tenant desires to amend the Lease, to extend the Term thereof through July 15, 2018, in exchange for payment of additional rent to Landlord, which Landlord is willing to approve, subject to certain terms and conditions as contained herein; and

**WHEREAS**, Landlord and Tenant wish to amend the Lease as set forth below;

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:



**SECTION 1: AMENDMENTS.** The Lease is hereby amended as follows:

(a) Section 2, entitled "Term," is hereby amended, and shall read in its entirety as follows:

Tenant is hereby granted the right to have and to hold the Premises pursuant to the terms and conditions of this Lease commencing on the Effective Date and ending at midnight on July 15, 2018. This Lease shall not renew.

(b) Section 3, entitled "Rent," is hereby amended, and shall read in its entirety as follows:

Tenant covenants to pay Landlord, without previous demand therefor and without any set-off or deductions whatever, the amount of twenty-five thousand and No/100 Dollars (\$25,000.00) for the Term, on or before March 15, 2018.

**SECTION 2: SURVIVAL.** In the event of any inconsistencies between the Lease and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this First Amendment.


**SECTION 3: CAPITALIZED TERMS.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

**TENANT:**

**LUTHERAN CHILD AND FAMILY SERVICES  
OF ILLINOIS**, an Illinois not-for-profit  
corporation

By:   
Name: Michael Bertrand  
Title: President

**ATTEST:**

By:   
Name: Beverly Jones  
Title: Secretary VP/COO  
Date Tenant executed: 3-7-18

**LANDLORD:**

**VILLAGE OF RIVER FOREST**,  
an Illinois municipal corporation

By: \_\_\_\_\_  
Name: Catherine Adduci  
Title: Village President

**ATTEST:**

By: \_\_\_\_\_  
Name: Kathleen Brand-White  
Title: Village Clerk

Date Landlord executed: \_\_\_\_\_