



## MOTIONS

MOVED that the Consent Agenda and each item contained therein be hereby approved:

1. MOVED, that the Mayor and Board of Trustees approve the minutes of the Special Rules Meeting of January 14, 2008; the Minutes of the Rules Committee Meeting of January 14, 2008; the Minutes of the Saturday Rules/Audit Review Meeting of February 2, 2008.
2. MOVED, that the Mayor and Board of Trustees adopt a Resolution Endorsing the Metropolitan Mayors Caucus Greenest Region Compact of Metropolitan Chicago
3. MOVED, that the Mayor and Board of Trustees adopt a Resolution Approving the Preliminary Plat for the Victoria Place, Phase Two Subdivision being a Resubdivision of DownTown Park Forest, Unit 2, Lots 4A, 9, 13 and 14
4. MOVED, that the Mayor and Board of Trustees approve an Agreement between the Village of Park Forest and Firefighters Association Local 1263 of the International Association of Firefighters, AFL/CIO, CLC

**Village of Park Forest  
Village Board Special Rules Committee Meeting  
Monday, January 14, 2008**

**MINUTES**

**IN ATTENDANCE:** Mayor John Ostenburg, Trustee Mae Brandon, Trustee Bonita Dillard, Trustee Gary Kopycinski, Trustee Kenneth W. Kramer, Trustee Robert McCray, Trustee Georgia O'Neill

**Also in attendance:** Village Manager Tom Mick, Police Chief Tom Fleming, Director of Recreation and Parks John Joyce, Director of Public Relations Jason Miller

Superintendent Dr. Joyce Carmine, District 163 Board President Virginia Ford, Vice-president Margaret McDannel, Board Secretary Kim Elmore-Perkins, Board member Cheryl Franklin, Board member Melvin Pumphrey, Director of Instruction Maryann Matyasec, Director of Special Education Mary Kay Malfese, Maintenance Supervisor Tom Aman

**RECORDER:** Village Clerk Sheila McGann

Meeting was called to order at 6:00 p.m. by District 163 Board President Ford. District 163 School Board's roll was called by Board Secretary Elmore-Perkins. Trustee Kramer was named pro-tem due to Mayor Ostenburg's arrival at 6:05 p.m. Trustee Kramer asked for the roll to be called. Village Board roll was called by Clerk McGann.

President Ford was glad the School Board and Village Board set aside time to have a joint meeting. Superintendent Carmine gave a PowerPoint presentation that highlighted the District's accomplishments and goals of each of the six schools within the district in detail. Grant money and last year's bond project allowed for various capital improvements and technology upgrades. Superintendent Carmine said the success of the schools is influenced by staff, parents, the Board, and the community.

Police Chief Fleming noted that the schools, the Parks and Recreation Department, and Police Department will continue to collaborate on a shared vision.

Mayor Ostenburg was interested in school funding: local tax base vs. state funds. He also encouraged teachers to become National Board certified as there is grant money available to school districts with National Board Certified teachers.

Manager Mick was pleased with the cooperation shown between the schools and the various village programs including Canteen, PAAC Program, and Saturday Night Live. The Health Department and Aunt Martha's are other available resources in Park Forest.

Mayor Ostenburg and Manager Mick gave updates on the new water plant, Legacy Square and the Norwood development.

At 7:15 p.m., all present took a tour of the Forest Trail School.

There was a motion to adjourn by Ms. Elmore-Perkins and seconded by Vice-president McDannel. Meeting was adjourned at 7:37 p.m.

# **VILLAGE OF PARK FOREST**

**Village Board Meeting  
Monday, January 14, 2008**

## **MINUTES**

**IN ATTENDANCE:** Mayor John Ostenburg, Trustee Mae Brandon, Trustee Bonita Dillard, Trustee Gary Kopycinski, Trustee Kenneth Kramer, Trustee Robert McCray, Trustee Georgia O'Neill

**STAFF IN ATTENDANCE:** Village Manager Tom Mick, Police Chief Tom Fleming, Fire Chief Robert Wilcox, Assistant to the Village Manager/Personnel Denyse Carreras, Director of Public Works Kenneth Eyer, Director of Recreation and Parks John Joyce, Director of Public Health Christine Blue, Director of Public Relations Jason Miller, Director of Community Development Lawrence Kerestes, Director of Economic Development and Planning Hildy Kingma, and IT Coordinator Craig Kaufman

**RECORDER:** Village Clerk Sheila McGann

**OTHERS IN ATTENDANCE:** Talala students, staff, and family, forty-four others, ComEd representatives Toni Eberhart, Frank Perez, Bill Fredericks, Jose Androtti, and Nitin Patel; and Katie Armstrong, 445 Wildwood, Park Forest resident commented on neighborhood meeting

Meeting was called to order at 8:00 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann. Mayor Ostenburg asked Trustee Brandon to introduce the guests from Talala Elementary School. Trustee Brandon has been visiting and talking to the students about local government. The students then led the assembly in the Pledge of Allegiance and the Talala Pledge. Mayor Ostenburg said that each student would receive a certificate of appreciation for their participation.

### **Reports of Village Officers**

#### **Village President**

Mayor Ostenburg mentioned that School District 163 Board of Education and the Village Board of Trustees held a joint meeting earlier this evening at 6:00 p.m. at Forest Trail School. This meeting included a power point presentation of the School District 163 and a tour of their remodeled facilities at Forest Trail School. Mayor Ostenburg thanked them for hosting the joint meeting and looked forward to continuing a good working relationship with the school district.

Mayor Ostenburg proclaimed January 14 Ken Kramer Day since he was celebrating his birthday.

## **Village Manager**

Manager Mick asked Michael Elliot, Vice-chairman of Commission on Human Relations to report on the Black History Month program. This year's theme is "Black Film makers: Telling Our Own Story." A different Black filmmaker will be featured each Friday at the Eagle Theater. The main event will be presented at Freedom Hall on Saturday, February 16<sup>th</sup> from 2:30 to 5:00 p.m. with keynote speaker radio personality and filmmaker Felicia Middlebrook. Also included in the program will be a living museum presented by teachers and students from District 163. A bus trip is being organized for Saturday, February 2 to the Museum of Science and Industry where the Museum is featuring "Blacks in Cinema" during Black History Month. Commissioner Elliot thanked former board liaisons Trustee Brandon and Trustee Dillard and current board liaison Trustee Kopycinski for their work with the Commission on Human Relations. Mayor Ostenburg thanked Commissioner Elliot for his fine work in organizing these events for the past few years.

Manager Mick asked ComEd to report on the work planned in 2008. The PowerPoint presentation by Bill Fredericks included: Project Update with locations and photos of completed work; 2007 Additional Work noting specific equipment, dates, locations, and vegetation management; and 2008 Planned Work with specific equipment, photos, and proposed timeframe. Mr. Fredericks said that replacement of older equipment doesn't always solve the reliability issue. All aspects will be monitored, upgraded, and replaced as needed to assure reliability of service. Manager Mick wanted to be assured that obsolete equipment would be replaced and new equipment phased in without jeopardizing service to the Village. Mr. Fredericks agreed and would continue communication throughout the process with the Village. Trustee Kopycinski wanted assurance that Park Forest needs be brought up to date according to this plan. Mr. Fredericks said that age of equipment does not always result in failure. It is most important to find the root cause of the problems, not just replacing equipment. Mayor Ostenburg said that in the past, antiquated equipment had broken down and it had taken days before the necessary equipment and parts arrived to do the repair.

Frank Perez of ComEd is working with IDOT with the relocation of equipment along the Western Avenue Corridor. His PowerPoint presentation included an overview of the 2.23 miles along Western Avenue from Sauk Trail to Illinois Street with maps and specifications and a review of the plan. Mayor Ostenburg asked if the overhead plan was a temporary arrangement while the road is under construction and returning to underground after the work was completed. Mr. Perez said that originally they saw it as a permanent solution that would allow IDOT to do their work and was the least cost plan but now understands that the Village would prefer the circuit underground. Mayor Ostenburg would agree to a temporary plan that is least costly, but certainly not as permanent plan. Trustee Brandon agreed with Mayor Ostenburg allowing overhead lines was acceptable as a temporary means, but leaving the lines overhead and not underground was not acceptable. Mayor Ostenburg and Manager Mick wanted to thank Toni Eberhart for her excellent work in keeping communication open and direct between ComEd and the Village of Park Forest.

A public hearing was held earlier in the evening at 7:30 with the Village staff seeking input regarding the Community Development Block Grant Program. The next meeting will be held Monday, January 28, 2008, at 7:30 p.m. where the Village will announce their plans to apply these funds.

Manager Tom Mick reported on various upcoming Village events and meetings. More information regarding these events is available at Village Hall and the Village website.

**Village Attorney**

Absent

**Village Clerk**

Clerk McGann reported that early voting is available for both Cook County and Will County residents at Village Hall until January 31. More information is available by calling Deputy Clerk Sandra Black at Village Hall at 283-5605.

Mayor Ostenburg noted that residents who wish to vote early have an advantage now that Park Forest has early voting available to them locally at Village Hall.

**Reports of Commission Liaisons and Committee Chairpersons**

Trustee Brandon reported that the Senior Commission met on Tuesday, January 8 to develop their goals and objectives for the upcoming year and will report back when they are completed. The Senior Commission also requested a change in their meeting schedule from the first Tuesday of the month at 7:00 p.m. to the first Thursday at 1:00 p.m. to increase attendance due to evening transportation issues. President Ostenburg noted that research was needed to determine if the requested changes need to be made with a resolution. He also asked that the Senior Commission monitor attendance to see if the need was met. Trustee Brandon requested that another liaison be named due to the conflict of her daytime work schedule and the new times of the meetings. Mayor Ostenburg said that another liaison will be named.

Trustee Dillard stated that the Plan Commission will conduct a public hearing Tuesday, January 15 at 7:00 p.m. regarding Victoria Place Phase II also known as Legacy Square. They will have their annual report which is re-subdivision of the downtown area.

Trustee Kramer said that the Youth Commission met January 8 and wanted more information about consolidating Youth Day with the Scenic 10 so as to firm up vendors and entertainment. He will also be attending a Crete-Monee business partners' luncheon on Tuesday, January 21, 2008, that encourages businesses to work with the schools to better prepare students for the workplace.

Trustee Kopycinski and the Environment Commission met last week and they made progress with their goal setting with much discussion among the commission members. Trustee Kopycinski commended Commission on Human Relations for their work putting together the Black History Month events.

Trustee O'Neill was impressed with the Board's tour of Forest Trail School. She also wished to commend the Village staff for creatively re-energizing the Scenic 10 Event.

Mayor Ostenburg wanted to say that last week's neighborhood meeting was a positive exchange of ideas and wished to thank both the residents and staff that participated.

### **Citizens' Comments, Observations, Petitions**

Katie Armstrong, Park Forest resident, was concerned about the flooding problem at Juniper Tower that was discussed at the neighborhood meeting. She was also concerned about the cost of razing the Marshall Field building. She wanted to get information about accessing specific information about contracts, reports, and costs.

There were no other citizens' comments

Mayor Ostenburg said the water problem at Juniper Tower involves the Cook County Housing Authority who has been in contact with the Village. Mayor Ostenburg has talked to the manager of Area J who has been in regular contact with the architect of the CHA. The Village's role is to act as an honest broker and to bring all parties involved together. Manager Mick said that meetings have already taken place and will continue to monitor the problem.

Mayor Ostenburg said that any staff member would assist any resident in accessing public information.

### **Consent Agenda**

Mayor Ostenburg called for a motion to approve the consent agenda. The consent agenda included the following items:

1. A Motion to Approve the Minutes of the Special Rules Meeting of May 9, 2006; the Minutes of the Saturday Rules Meeting of December 1, 2007; the Minutes of the Special Rules Meeting of December 1, 2007; and the Minutes of the Special Rules Meeting of December 17, 2007.
2. A Resolution Approving an Agreement between the Village of Park Forest and the EJ&E Rail Road.
3. A Resolution Revising the Rules of Order and Procedure of the Mayor and Board of Trustees.
4. Motion Approving the 211<sup>th</sup> Street Station Transit Oriented Development Study Final Report.

Approval of the consent agenda was moved by Trustee Kramer, seconded by Trustee Brandon. Mayor Ostenburg asked if there were any items that anyone wished removed the consent agenda for further discussion. A roll call vote was taken with the following results:

Ayes: 7  
Nays: 0  
Absent: 0

The consent agenda was approved with seven (7) ayes, no (0) nays and no (0) absent.

**An Ordinance Amending Chapter 6 of the Code of Ordinances (Amending the Number of Licenses) (First Reading)**

Mayor Ostenburg asked for a motion to suspend the rules and consider this for final reading. The motion was made by Trustee Kopycinski and seconded by Trustee Brandon. A roll call vote was taken to suspend the rules with the following results:

Ayes: 7  
Nays: 0  
Absent: 0

The motion to approve the suspension of the rules was approved with seven (7) ayes, no (0) nays and no (0) absent.

Mayor Ostenburg explained that there are a set number of liquor licenses for the Village of Park Forest. It has been customary for the Village to reduce the number of liquor licenses when a business with a liquor license is no longer in operation and this ordinance amendment is necessary to prevent other liquor establishments from applying.

Mayor Ostenburg called for a motion for adoption. Trustee Kramer so moved and seconded by Trustee Kopycinski. Mayor Ostenburg asked if there was any discussion. Trustee Kramer asked for language to be change to read: "Whereas Chapter 6 of the Code of Ordinances" in the first "whereas" .This change was approved by Trustee Kopycinski. Being no more discussion, the roll was called by Clerk McGann with the following results:

Ayes: 7  
Nays: 0  
Absent: 0

The motion to adopt the ordinance was approved with seven (7) ayes, no (0) nays and no (0) absent.

**An Ordinance Authorizing the Repurchase of 2201 S Orchard Street (First Reading)**

This item will be on agenda for further discussion at the next meeting and for action at the next regular meeting.

There being no further business, Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Kramer, seconded by Trustee Dillard, and passed unanimously. Mayor Ostenburg adjourned the meeting at 9:01 p.m.

Respectfully submitted,  
Sheila McGann  
Village Clerk

**AUDIT REVIEW/RULES MEETING MINUTES  
OF THE BOARD OF TRUSTEES  
VILLAGE OF PARK FOREST  
February 2, 2008**

**Present:** Mayor John Ostenburg, Trustees Gary Kopycinski, Kenneth Kramer, Mae Brandon, Robert McCray

**Also Present:** Village Manager Tom Mick, Finance Director, Mary Dankowski, Stephanie Rodas, Finance Department, Kay Nees, Manager, Virchow, Krause & Company, Kelly Zabinski, Zabinski Consulting Services, Inc., Terri Svec, Zabinski Consulting Services, Inc.

**Absent:** Trustees Bonita Dillard, Georgia O'Neill

**Roll Call/Call to Order**

Mayor Ostenburg called the meeting to order at approximately 9:06 a.m. Mary Dankowski introduced the auditors present.

Auditor Kay Nees began with a report of the Statement of Net Assets (page 19 of the "Comprehensive Annual Financial Report"). She noted that the Village's overall financial condition is healthy and there is an unrestricted balance of money available for the Village to spend, which is a good reflection on the Village's operations. Mayor Ostenburg asked if the unrestricted balance is part of the 3 month reserve requested by the Board. Ms. Dankowski responded that it was and that as of the end of the year after all adjustments were made, the reserve was at 4.1 months. She noted that the Board is talking about using \$500,000 from the Fund Balance Reserve to pay for the demolition of Marshall Fields, which would bring the reserve down to 3.8 months.

Regarding the Statement of Activities (pages 20, 21), Ms. Nees noted that this is an overall snapshot of net assets. She noted that the Governmental Activities column is very useful as it shows the net cost to tax payers after all offsetting revenue has been applied. Also, she noted a net increase in assets of \$2.2 million, which is the result of the Village's effort to keep expenses down.

Moving on to pages 22-23, she noted a different basis of governmental accounting here as each fund is reviewed without capital assets or related debt. She noted that the "Property Held for Resale" line item increased because of the closure of the golf course. Overall, there is a healthy fund balance in the general fund and all accounts. Ms. Dankowski noted that \$100,000 of the "Property Held for Resale" line items relates to the Norwood Square for costs incurred up to this point, and about \$4,000 relates to other no bid cash properties that were acquired. The bulk of the \$770,794 balance is from Hidden Meadows. A discussion regarding the difference between using the acquired value for Norwood Square vs. the market value began. It was noted that reporting costs in this manner is a conservative approach to insure that assets are not overvalued and is consistent with Governmental Accounting Standards Board (GASB) guidelines. There was a lengthy discussion regarding an accountant's approach to valuing Village property which is guided by the intent, context and purpose of setting a value. Ms. Nees noted that Park Forest correctly applies GASB guidelines in using the acquired value for this line item.

Turning to pages 30-31, Ms. Nees explained that this schedule shows the results of operations of the major propriety funds. There are sufficient funds to maintain water and sewer costs, however Downtown Park Forest runs at a loss and relies on money transferred from other funds to pay

maintenance costs. The non-major heading refers to the sum of all of the smaller funds listed on pages 85-86. Since the golf center closed, the net assets at year end were zero. She noted other losses that occurred, like the Aqua Center and Tennis and Health Club, which must be offset by transfers from the general fund, which is not unusual in these types of funds. The golf course, for example, had a loss of \$175,000 in its last year of operation, which was part of its ongoing loss. Trustee McCray inquired about transfers, i.e. when they are made, why, etc. Ms. Dankowski noted that a transfer budget is approved by the Board. It is based on the theory that such facilities are available to all residents and those costs not covered by the user fees are the responsibility of the Village overall. Transfers are made only when there is a need to do so. It was noted by Ms. Nees that municipal recreational facilities generally don't break even.

On pages 64-65, Ms. Nees noted this report shows the conditions of two pension funds for the Village, one for the police department and the other for the fire department. The funded ratio of the fire fighters pension is at 66%, which means that if everyone retired tomorrow, the pension payment would be at 66%. It decreases each year but it is consistent with the state average. Ms. Dankowski noted that one factor influencing the rate last year was the overlap of hiring two new officers and officer disabilities. The state's recommended threshold is 100% by 2033. State mandated changes, such as those relating to surviving spouse, and the increasing costs of health care continue to impact the costs to the Village.

Ms. Nees noted that an additional report was required this year in order for her firm to be in compliance with a new accounting standard. The standard (Statement on Auditing Standards #112) requires them to provide an enhanced written evaluation of internal controls to make sure the Board is fully aware of weaknesses that could result in a misinterpretation of the financial reports. Another aspect of the standard is that there will be additional communication with the Board throughout the next year rather than just during the audit.

The enhanced process resulted in the identification of two items, which are described in detail in the letter distributed with the audit.

1. HUD changed their grant requirements regarding how revenue should be recognized. In the past, revenue was identified as unearned or deferred. Now the money has to be identified as an unrestricted fund balance on the Village books. A restatement of the books was needed.
2. If there is an audit adjustment, it has to be reported as an adjustment. The adjustment this year was because of the loan from IEPA for the building of the water plant; the interest needed to be recorded. The interest reverts back to the IEPA; Park Forest started to make payments in January. Nothing else changed regarding the controls or procedures, but the letter was issued because of SAS #112.

The management letter that was distributed has more detail regarding these two issues. Also, it explains that more audit standards will be applied next year as a result of the Sarbanes-Oxley Act passed by Congress. Eight new standards that applied to SEC industries will now be applied to government entities. Auditors are required to review other potential risks by gaining a better understanding of the Village's internal controls. Because the Village is using outside auditors to assess its internal controls, reliable documentation is already in place. This year a test of the effectiveness of the controls implemented and whether they are operating as intended should be conducted. This will increase the audit time as they are now required to gain a full understanding of the client's environment, including the tone of the Board. An example of another internal control to be reviewed concerns technology, i.e. how information feeds into financial reporting systems, whether it is password protection and how often the password is changed, who accesses or changes the records, etc. Auditors specializing in information technology will do a review of the controls in place and make recommendations. Ms. Nees noted that

these new standards will result in an increase in next year's audit costs, estimated to be approximately 25%.

At this point of the meeting, Ms. Ann Paris of 161 Park St. entered the room so the audit review discussion was suspended to answer any question she had. She asked about solicitation in her neighborhood and whether it was allowed. Mayor Ostenburg responded that solicitors are required to register with the Village, but there are some exemptions, such as solicitation for political or religious reasons. Mayor Ostenburg referred her to Tom Mick, who temporarily left the meeting to introduce a speaker at Freedom Hall, to clarify whether there is an ordinance or policy regarding the posting of a no soliciting or no trespass sign. Also, she requested contact information for Alicia McCray. As she had no other questions, the audit review discussion began again.

Ms. Nees noted that the final new accounting standard of note is GASB #45, which requires that accounting of post-employment benefits so that the balance sheet shows the accrued total cost over time. Also, the pay outs are listed as a liability. This standard shows the real cost and its impact, especially when the state issues these mandates. The staff has contacted an actuary to calculate these costs.

Ms. Dankowski then began her report referring first to the revenue trends on page xiii, a report prepared by Village management. They reviewed key financial indicators and compared them with revenue sources of prior years. She noted that last year there was an increase in property tax because of an increase in the levy, and a small increase in sales tax because of the Sterks closing. These funds were being held to be used as a rebate to keep Sterks open. Now that Sterks is closed, this will go down. Also, the utility tax revenue is down because of the use of more cell phones rather than landlines. Mayor Ostenburg asked whether cable companies contribute to the utility tax, to which Ms. Dankowski responded no, but that they paid a franchise fee. He commented that now that Comcast is providing internet and telephone service, he thought it would be more equitable if all providers of telephone/internet service were appropriately taxed. He suggested that the Village attorney or the state legislators investigate this discrepancy with consideration given to applying this more fairly. Ms. Dankowski noted that other revenue declines are the result of the switch in health insurance last year. Regarding expense trends on page xiv, there is a large increase in the police line item because of the participation in SouthCom; this expense won't be as big next year. Regarding page 10, she encouraged all to review this overview of government-wide activities and how they impact revenues.

At this point Mr. Mark McCobin, 23 Krodiak Road entered the meeting. He came to inform the Board that he works for aerospace industry company in Dixmoor (Chicago Magnesium Casting Company) that is expanding. He is investigating whether government funding is available to fill the positions with qualified employees. They anticipate growth of 25-30% per year; 50 employees will be hired this year. He recognized their need to do community outreach, especially with colleges as they need employees with higher education and skills. Mr. Mick asked for a job ad/posting, that the Village could place on the Village's website or a press release could be linked to the Village's website. Mayor Ostenburg suggested that he contact state and federal representatives, such as Jesse Jackson, Jr. and Bobby Rush and Senators Meeks and Will Davis of Illinois. It was noted that Park Forest has space in its industrial park and that the Village Manager would facilitate meetings with representatives if their expansion plans included Park Forest.

After this discussion concluded, the audit review discussion continued. During the review of pages 10 and 11, a discussion regarding the availability of funds in reserve for public works projects began. This will be discussed in detail at the 6 month review and it will include a report that Mr. Ken Eyer is currently preparing. Ms. Dankowski noted that the new water plant costs are covered by current water rate structure; future needs may necessitate an increase. Whether to begin creating a restricted reserve for these issues was discussed. Since this fund operates more like a business, there are limitations on

what you can restrict. Ms. Dankowski will do analysis of the fund balance and a projection of future capital gains for the 6 month review scheduled to be held in February.

Ms. Dankowski noted that on page 17, there are several initiatives listed that will have a future positive impact on the financial position of the Village, such as Legacy Square, Hidden Meadows, etc. Also, internal and external marketing that brings in new residents could have a fiscal impact as well. She noted the unreserved general fund balance on page 22, which will be reviewed again at the 6 month point. The 4.1 month reserve referred to will be reduced to a 3.8 month reserve once the demolishing costs of Marshall Field, estimated to be \$500,000, are incurred. On pages 70 and 71, she noted that general fund revenue is compared over time. On page 72, there is a breakdown of expenditures by department. Some exceeded their budget, such as the police department, which has 3 officers on disability. The overage occurred because they have to pay sick time until the officers are qualified as disabled and hiring costs are incurred during this process as well. The Health Department incurred unanticipated higher utility bills at their former location, but that will no longer happen. The Recreation and Parks overage is related to expenses because of age of facilities. The Library did an analysis of their issues related to water and applied for a grant funds for that purpose. Park Forest did pay for some of their costs, about \$5,000. On page 127, Ms. Dankowski pointed out the multi-year presentation of results, which is good for comparison purposes. Page 131 show principal tax payers over 10 years. The last schedule she referred to is on pages 143-144, which focuses on establishing performance measures in government. Tracking measures have been added to some departments. Also, some departments are trying to standardize data collection.

Stephanie Rodas began her report on internal controls, her 4<sup>th</sup> annual report. They continue to make changes to gain more control. Their focus over the next year is to get all procedures in writing. Since annual audits don't include a forensic review, internal reviews and procedures were implemented to protect the Village's assets. Now the protections are better and the procedures more efficient. At this point she introduced Kelly Zabinski. Ms. Zabinski noted their focus this past year was to interview those involved in cash receipts at each level. Also, random tests were conducted four times. Out of 1000 transactions, only 30 were missing which is an excellent ratio. Her written report summarizes the process and she proceeded to stress two major areas:

### **Operational Issues:**

1. There wasn't a consistent timeline of when money is brought to the Village Hall; the variance is from 5 to 21 days from collection to delivery. If the amount is small, it doesn't matter as much, but any time money is not in the bank, it is not making money. It was recommended that a daily timeline be created to increase accountability and to help in estimating work flow.
2. Certain transactions should require voiding by a supervisor. An approval process needs to be implemented.
3. Reciprocating Receipts. The process used throughout the departments is inconsistent. The police, for example, don't receive confirmation of what they turned in; receipts should be reciprocated back to them. Parking lot collections have improved, but you need more than one set of eyes to insure accuracy. She recommended consideration of an additional computer module to track M tickets. The system currently handles only P tickets, which matches up what's been collected. She estimated the price for the M module to be about \$3,000-5,000. Additional modules are being considered and will be implemented over time.

### **Safeguarding Issues:**

1. **Access to Cash Receipts.** When checks are collected and not moved to the vault, there is a danger of them being lost, i.e. they could unknowingly fall into the garbage, be stolen, etc. To minimum risk, each cashier was given a separate drawer, but their keys are left in the drawer at the start of a shift. Video cameras are not in place so you can't track what happens if a problem arose. Training should be done to make sure each employee logs off their computer and removes their key when away from their area.
2. **Money Moving Between Departments.** Some departments have banker bags; some don't. The recommendation is that all be provided with identifiable bags, either one-time use or long term. Also, a signature is needed to track receipt of money so it can be tracked if a problem occurs.

Mayor Ostenburg asked Ms. Dankowski for her opinion regarding the implementation of these recommendations and she responded that in many instances there is no direct cost. There will be a learning process as employees implement the proper procedures. It was recommended that they be told why the extra time is important and their role in protecting the Village's assets. Mr. Mick noted they are investigating the purchase of video cameras, which could help in other areas as well.

There being no other business to discuss, Trustee Kramer moved that the meeting be adjourned; it was seconded by Trustee Brandon and all approved. The meeting was adjourned at 12:00.

Respectfully submitted,  
Sandra Roos, Recorder

**VILLAGE OF PARK FOREST**

**MEMORANDUM**

**TO: John A. Ostenburg, Mayor  
Village Board of Trustees**

**FROM: Thomas K. Mick,  
Village Manager**

**DATE: February 6, 2008**

**RE: A RESOLUTION ENDORSING THE METROPOLITAN MAYORS  
CAUCUS GREENEST REGION COMPACT OF METROPOLITAN  
CHICAGO**

**BACKGROUND/DISCUSSION:**

The Metropolitan Mayors Caucus has taken a position with a Greenest Region Compact that recommends environmentally friendly practices that can be established by municipal leaders. The Greenest Region Compact is attached for Board review and discussion at the February 4 Rules Meeting. Should the Village Board be inclined to support this endeavor, a resolution of endorsement for the Compact has also been drafted as attached.

At the request of Mayor Ostenburg, the Greenest Region Compact has been shared with members of the Park Forest Environment Commission so as to gather their collective insight. An invitation has been extended to the Commission to be in attendance for Board discussion at the upcoming Rules Meeting.

**SCHEDULE FOR CONSIDERATION:**

This matter will be on the agenda of the February 11, 2008 Regular Meeting for Adoption.

**RESOLUTION No. \_\_\_\_\_**

**A RESOLUTION ENDORSING THE METROPOLITAN MAYORS CAUCUS  
GREENEST REGION COMPACT OF METROPOLITAN CHICAGO**

**WHEREAS** the Mayor and Board of Trustees recognize the importance in setting the example of being an environmentally friendly community; and

**WHEREAS** implementing educational programs on conservation practices is a key component of enhancing community awareness that preserving natural resources in the best interests of all; and

**WHEREAS** taking clear actions that are environmentally friendly and fiscally sound demonstrates the importance of being environmentally conscious.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, endorse the Greenest Region Compact of Metropolitan Chicago as set forth by the Metropolitan Mayors Caucus in substantially the same form as attached. **BE IT FURTHER RESOLVED** that the Village of Park Forest will make efforts, where possible, to implement programs and policies aspiring to the framework of the Greenest Region Compact.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2008.

**APPROVED:**

\_\_\_\_\_  
John A. Ostenburg, Mayor

**ATTEST:**

\_\_\_\_\_  
Village Clerk

## **AGENDA BRIEFING**

**DATE:** February 6, 2008

**TO:** Mayor Ostenburg  
Board of Trustees

**FROM:** Hildy L. Kingma, AICP  
Director of Economic Development and Planning

**RE:** Consideration of a Preliminary Plat for Victoria Place, Phase Two Subdivision, being a Resubdivision of Downtown Park Forest, Unit 2, Lots 4A, 9, 13 and 14

### **BACKGROUND/DISCUSSION:**

Bigelow Homes has submitted plans for the development of Phase Two of the Victoria Place development, also known as Legacy Square. Their application includes a preliminary plat, a planned unit development - PUD (to be considered in a separate agenda item), and preliminary engineering plans for the public improvements (for review and approval by Village Staff). Phase Two will be developed on 8.332 acres currently used for the former Marshall Fields building and associated parking for that building, Village Hall, and the Cultural Arts building.

This preliminary plat represents a plat of resubdivision of four lots originally created as part of the DownTown when the Village acquired it in 1995. Based on the existing plat of Downtown Park Forest, Unit 2, Lot 4A is the Marshall Fields building footprint, and Lots 9, 13, and 14 are parking lots. The proposed preliminary plat for Victoria Place, Phase Two is consistent with the plans submitted to the Plan Commission as part of the requested PUD Site Plan (see separate agenda item). More detail about this plat is included in the attached staff report to the Plan Commission.

The Plan Commission considered this request at their meeting on January 15, 2008, and their recommendation to approve the request is attached. The attached Resolution to approve the requested Preliminary Plat reflects the Plan Commission's recommendation.

Note that the Village Staff is also working with Bigelow Homes to negotiate a redevelopment agreement for Phase Two that will allow the Phase Two subdivision to be completed. We expect this agreement will be presented to the Board within the next couple of months.

The attached Resolution has been reviewed by the Village Attorney. If Board members would like to see a full size set of the Preliminary Plat, please see the Economic Development and Planning Department.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the agenda of the Rules meeting of February 11, 2008 for approval.

## MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Vernita Wickliffe-Lewis, Chair  
Park Forest Plan Commission

DATE: January 30, 2008

RE: Recommendation Regarding a Request for Approval of a Preliminary Plat for Victoria Place, Phase Two

On January 15, 2008, the Plan Commission considered a request to approve the Preliminary Plat for the Victoria Place, Phase Two, Subdivision. This request was submitted by Bigelow Homes, the developer/builder for Victoria Place (also known as Legacy Square).

After review of the staff report regarding this request, and conducting public hearing on the related request for a planned unit development overlay, the Plan Commission voted unanimously to recommend approval of the requested Preliminary Plat for Victoria Place, Phase Two.

The Plan Commission's recommendation acknowledged that there are three technical revisions that remain to be made to the plans. These technical revisions, which will be made after all approvals are final, include the following:

- Change the name of "Mykell Lane" as its pronunciation is too similar to "Michael Road", which is an existing street name.
- Add the following as a plat note: The Village acknowledges and agrees that the building depicted on Lot 4B, Downtown Park Forest, Unit 2 encroaches on Lots 11 and 18, of Victoria Place, Phase Two, and the building depicted on Lot 5, Downtown Park Forest, Unit 2 encroaches on Lot 19 of Victoria Place, Phase Two. Bigelow Homes should provide detail in this note which describes the specific encroachment on each lot.
- Any minor changes which are necessary based on the Village Engineer's review of the preliminary engineering plans for the public improvements.

## PLAN COMMISSION MEMO

TO: Plan Commission

FROM: Hildy L. Kingma, AICP  
Director of Economic Development and Planning

DATE: January 8, 2008

RE: NEW BUSINESS – Plan Commission Meeting of January 15, 2008  
Consideration of a Preliminary Plat for Victoria Place, Phase Two, being a  
Resubdivision of Downtown Park Forest, Unit 2, Lots 4A, 9, 13 and 14

### Introduction

Bigelow Homes has submitted plans for the development of Phase Two of the Victoria Place development, also known as Legacy Square. Their application includes a preliminary plat, a planned unit development (to be considered in a separate agenda item), and preliminary engineering plans for the public improvements (for review and approval by Village Staff). Phase Two will be developed on 8.332 acres currently used for the former Marshall Fields building and associated parking for that building, Village Hall, and the Cultural Arts building. Consideration of the preliminary plat is based on the attached materials so labeled.

In June and July 2006 the Plan Commission reviewed a Concept Plan for this development and provided feedback to the developer regarding that plan (see Exhibit 1 of the PUD Site Plan report). The preliminary plat currently under review is substantially consistent with that Concept Plan.

### Description of Preliminary Plat

This preliminary plat represents a plat of resubdivision of four lots originally created as part of the DownTown when the Village acquired it in 1995. Based on the existing plat of Downtown Park Forest, Unit 2, Lot 4A is the Marshall Fields building footprint, and Lots 9, 13, and 14 are parking lots. The proposed preliminary plat for Victoria Place, Phase Two is consistent with the plans submitted to the Plan Commission as part of the required PUD Site Plan (see separate agenda item). This proposed plat is composed of the following:

- Nineteen (19) lots are created. These lots are designated for the following uses:
  - Lots 1 and 2: for a total of 18 live/work dwelling units
  - Lots 3-10: for a total of 59 single family dwelling units
  - Lot 11: dedicated to the Village for a public restroom/storage building
  - Lots 12, 15-17: small open space parcels to be transferred to the ownership of the homeowners' association
  - Lots 13 and 18: dedicated to the Village for public parking
- Victory Drive is dedicated as public right-of-way and access to the individual homes is gained via dedicated public alleys.

The requested preliminary plat of resubdivision conforms to Article III, Division 2 of the Subdivision Ordinance, which specifies the requirements for preliminary plats. One element of the preliminary plat process is the review of preliminary engineering plans for the public

improvements. Those plans have been submitted and are currently being reviewed by the Village Engineer. He has ultimate responsibility for review and approval of those plans. When the engineering plans are approved, the developer will be authorized to submit a final plat for consideration by the Plan Commission and Board of Trustees. The final plat will be consistent with sheets 1 and 2 of this preliminary plat.

#### Technical Revisions Necessary

Village Staff has worked closely with Bigelow Homes to review drafts of this preliminary plat and ensure that it conforms to the technical standards of the Village's Subdivision Ordinance. Review has been conducted by staff from the Planning, Public Works, Building, Recreation and Parks, Fire, and Police Departments. While nearly all of the technical issues have been addressed, several items remain. These are listed below and should be considered a condition to the approval of this preliminary plat.

- Change the name of "Mykell Lane" as its pronunciation is too similar to "Michael Road", which is an existing street name.
- Add the following as a plat note: The Village acknowledges and agrees that the building depicted on Lot 4B, Downtown Park Forest, Unit 2 encroaches on Lots 11 and 18, of Victoria Place, Phase Two, and the building depicted on Lot 5, Downtown Park Forest, Unit 2 encroaches on Lot 19 of Victoria Place, Phase Two. Bigelow Homes should provide detail in this note which describes the specific encroachment on each lot.
- Any minor changes which are necessary based on the Village Engineer's review of the preliminary engineering plans for the public improvements.

Plan Commission Action: The Plan Commission is asked to consider the Preliminary Plat of Victoria Place, Phase Two, being a resubdivision of Downtown Park Forest, Phase 2, Lots 4A, 9, 13 and 14, and make a recommendation to the Board of Trustees on this request.

## RESOLUTION

### **A RESOLUTION APPROVING THE PRELIMINARY PLAT FOR THE VICTORIA PLACE, PHASE TWO SUBDIVISION BEING A RESUBDIVISION OF DOWNTOWN PARK FOREST, UNIT 2, LOTS 4A, 9, 13 AND 14**

**WHEREAS**, Victoria Place LLC (“Developer”) has petitioned the Village of Park Forest for approval of a Preliminary Plat of Subdivision for the property legally described in Exhibit A and depicted on the Preliminary Plat, attached as Exhibit B (“Subject Property”); and

**WHEREAS**, the Subject Property is currently zoned C-2 commercial district; and

**WHEREAS**, the Petitioner has also requested approval of a Planned Unit Development Overlay for this Subdivision; and

**WHEREAS**, the Developer is requesting a Preliminary Plat of Resubdivision approval in order to establish lots of record, with the intention of constructing 59 single family residences and 18 live/work residences; and

**WHEREAS**, at their meeting on January 15, 2008, the Plan Commission voted unanimously to recommend approval of the Preliminary Plat of Subdivision for Victoria Place, Phase Two; and

**WHEREAS**, the Mayor and Board of Trustees have determined that the Preliminary Plat of Subdivision for Victoria Place, Phase Two Subdivision should be approved;

**NOW, THEREFORE,**

**BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of their home rule authority, as follows:

**SECTION 1:** The above recitals are incorporated herein as though fully set forth.

**SECTION 2:** The Preliminary Plat of Subdivision for the Victoria Place, Phase Two Subdivision, being a Resubdivision of Downtown Park Forest, Unit 2, Lots 4A, 9, 13, and 14, attached to this Resolution as Exhibit B, is hereby approved.

**SECTION 3:** The approvals set forth in this Resolution are subject to all conditions and requirements set forth herein and the conditions and requirements in Chapter 94 (Subdivisions) and Chapter Title 118 (Zoning) of the Village of Park Forest's Code of Ordinances, as amended, and to all supporting documents and exhibits contained as a part of the record, including, but not limited to, Ordinance No. \_\_\_\_\_ approving the Planned Unit Development Overlay.

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

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**APPROVED:**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

All of the property contained within the Downtown Park Forest, Unit 2, Subdivision, Lots 4A, 9, 13 and 14, and further described as follows:

Being a subdivision of part of the Southeast Quarter of Section 25 and the Northeast Quarter of Section 36, both in Township 35 North, Range 13 East of the Third Principal Meridian, Village of Park Forest, Cook and Will Counties, Illinois

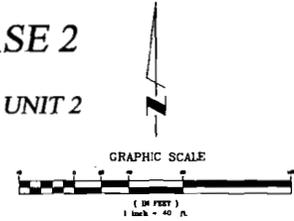
**EXHIBIT B**  
**PRELIMINARY PLAT**

See Attached



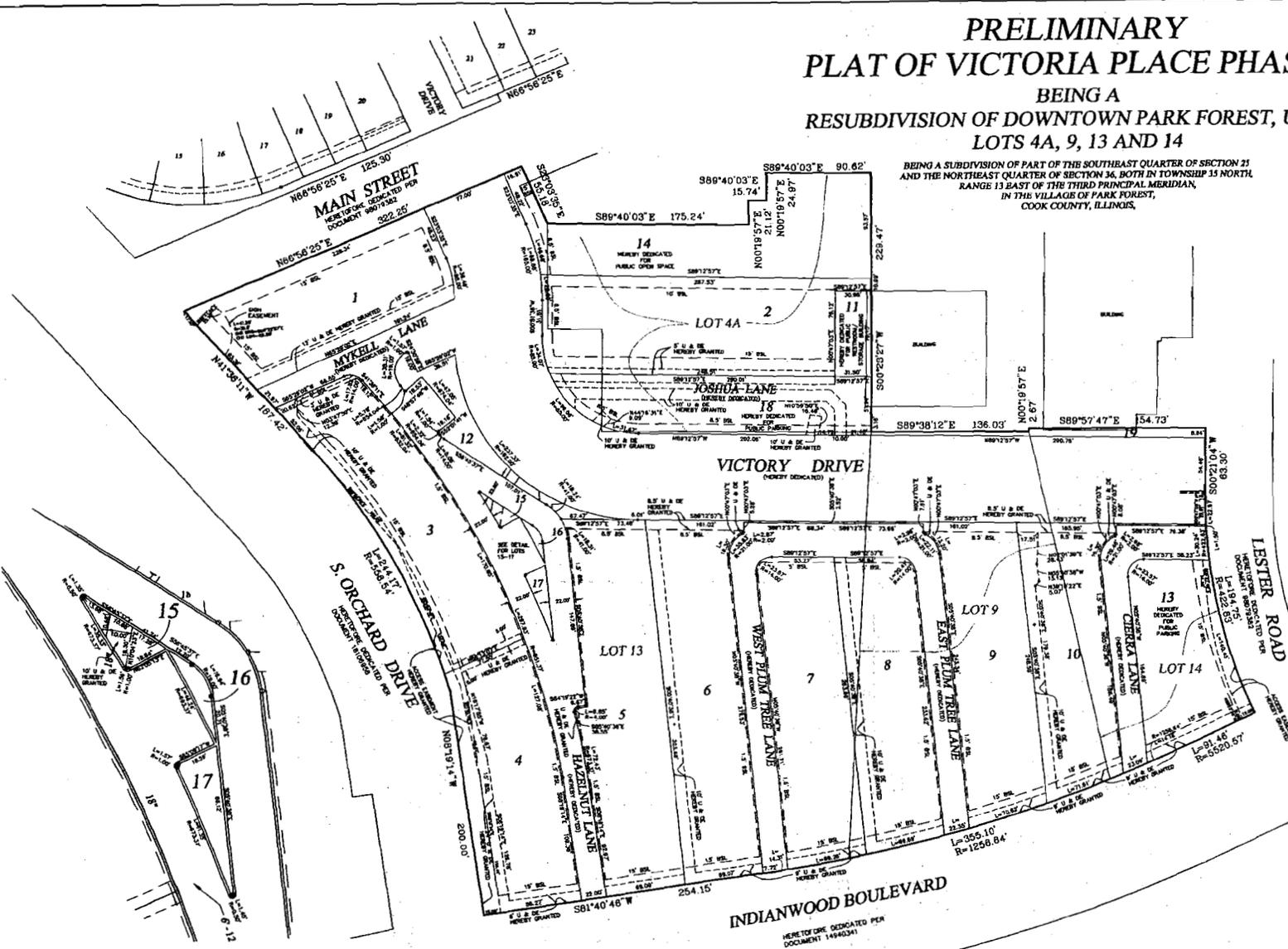
# PRELIMINARY PLAT OF VICTORIA PLACE PHASE 2 BEING A RESUBDIVISION OF DOWNTOWN PARK FOREST, UNIT 2 LOTS 4A, 9, 13 AND 14

BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 21  
AND THE NORTHEAST QUARTER OF SECTION 34, BOTH IN TOWNSHIP 35 NORTH,  
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN THE VILLAGE OF PARK FOREST,  
COOK COUNTY, ILLINOIS.



### LOT AREAS

LOT 1	0.4205 ACRES
LOT 2	0.5167 ACRES
LOT 3	0.4816 ACRES
LOT 4	0.4260 ACRES
LOT 5	0.5188 ACRES
LOT 6	0.5138 ACRES
LOT 7	0.4278 ACRES
LOT 8	0.4036 ACRES
LOT 9	0.4221 ACRES
LOT 10	0.3849 ACRES
LOT 11	0.2546 ACRES
LOT 12	0.0889 ACRES
LOT 13	0.3065 ACRES
LOT 14	0.4346 ACRES
LOT 15	0.0085 ACRES
LOT 16	0.0051 ACRES
LOT 17	0.0141 ACRES
LOT 18	0.3281 ACRES
LOT 19	0.0293 ACRES
ROW VICTORY DRIVE	1.4608 ACRES
REMAINING ROW	1.0760 ACRES
<b>TOTAL</b>	<b>8.3323 ACRES</b>



**DETAIL OF LOTS 15, 16 AND 17**  
SCALE: 1"=20'

	<b>HENDERSON and BODWELL, LLP.</b> <small>CONSULTING ENGINEERS</small> 134 WEST OGDEN ST., BLOOMINGHURST, IL 60026-1102 TEL. NO. (815) 834-8866 FAX NO. (815) 834-8729 www.hendb.com	<b>PRELIMINARY PLAT OF VICTORIA PLACE PHASE 2</b> <small>BEING A RESUBDIVISION OF DOWNTOWN PARK FOREST, UNIT 2 LOTS 4A, 9, 13 AND 14</small>	<small>DATE DRAWN BY CHECKED BY DATE SCALE SHEET NO.</small> 12-18-2007 1-100 1 2 of 3
	<small>DRAWN BY VILLAGE OF PARK FOREST, ILLINOIS</small>		
	<small>HERE TO BE DEDICATED PER DOCUMENT 14940341</small>		
	<small>HERE TO BE DEDICATED PER DOCUMENT 14940341</small>		



## **AGENDA BRIEFING**

**DATE:**           **January 11, 2008**

**TO:**               Mayor Ostenburg  
                      Board of Trustees

**FROM:**          Denyse Carreras, Director of Personnel  
                      Robert Wilcox, Fire Chief  
                      Bruce Ziegle, Deputy Fire Chief

**RE:**               A Motion to Approve an Agreement Between the Village of Park Forest and  
                      Firefighters Association Local 1263 of the International Association of  
                      Firefighters, AFL/CIO, CLC

### **BACKGROUND/DISCUSSION:**

The Village of Park Forest and Firefighters Association, Local No. 1263 settled on a new labor agreement this past January. The contract is in effect from July 1, 2007 through June 30, 2010. In summary, non-economic issues include: adoption of a non-traditional alternate work schedule; the transition of several contract appendices being rolled into the contract; contract language was changed in various articles to mirror language in the Village's Personnel Policy Manual; a light duty clause was adopted and new language was added to the Smoking/Tobacco Use article. Economic issues include: increase in protective gear and uniform allowance; a graduating increase of retiree health insurance stipend over the course of the contract and a 4% salary increase each year of the contract. In addition the union accepts the changes to the Village's health insurance plan that went into effect July 1, 2007. Attached please find a copy of the contract for further detail.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Regular Agenda of February 11, 2008 for approval.

**AGREEMENT BETWEEN  
THE VILLAGE OF PARK FOREST, ILLINOIS  
AND  
PARK FOREST FIREFIGHTERS  
ASSOCIATION LOCAL 1263,  
OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
AFL/CIO, CLC**

**July 1, 2007 – June 30, 2010**

## **PREAMBLE**

This Agreement is entered into by and between the Village of Park Forest, an Illinois Municipal Corporation (hereinafter referred to as the "Employer" or "Village"), and the Park Forest Firefighters Association, Local No. 1263, of the International Association of Fire Fighters, AFL-CIO, CLC (hereinafter referred to as the "Union").

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to establish standards of wages, hours and other terms and conditions of employment, and to provide for the equitable and peaceful adjustments of differences which may arise between the parties.

## **ARTICLE I** **RECOGNITION AND SCOPE**

**1.1 RECOGNITION.** The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all full-time Firefighters, Firefighter/Paramedics, Lieutenants, Lieutenant/Paramedics excluding the Fire Chief, Deputy Chief and Captain, all paid-on-call personnel, all part-time fire department personnel regardless of rank, and all supervisory, managerial and confidential employees as defined by the Illinois Public Labor Relations Act. When used herein the terms "employee" or "firefighter" shall mean members of the bargaining unit.

**1.2 SCOPE.** The parties agree to bargain collectively and negotiate in good faith with respect to rates of pay, wages, hours and other conditions of employment as required by the Illinois Public Labor Relations Act.

**1.3 FAIR REPRESENTATION.** The Union recognizes its responsibility as bargaining agent and agrees to fairly represent and protect the interests of all employees in the bargaining unit. The Union further agrees to indemnify and hold harmless the Village from any and all liability, including monetary damages and attorneys' fees, resulting from any failure on the part of the Union to fulfill its duty of fair representation.

**1.4 NO DISCRIMINATION.** The Village and the Union will not engage in unlawful discrimination on the basis of an employee's race, creed, color, sex, national origin, religion, age, marital status or handicap. Alleged violations shall be resolved through the Village's personnel policies as adopted by the Board of Trustees by resolution and, if necessary, the appropriate federal or state agency or court. Claims of unlawful discrimination shall not be subject to the grievance procedure.

## **ARTICLE II** **UNION SECURITY**

**2.1 DUES CHECKOFF.** Upon receipt of a signed authorization from an employee, the regular monthly Union dues will be withheld from the employee's paycheck. Such dues deduction shall be made twice each month in a uniform amount. An appropriate Union officer shall annually certify to the Village the amount of the uniform dues to be deducted. Deductions shall be made from twenty-four (24) paychecks and remitted to the Union. An employee may revoke authorization for dues withholding by submitting a written notice of revocation to the Village with a copy to the Union. Such revocation will not be effective until the end of the month following the month in which it is received.

**2.2 FAIR SHARE.** Any present employee who is not a member of the Union shall be required to pay a proportionate share (not to exceed the amount of union dues and assessments) of the cost of the collective bargaining process contract administration and pursuing matters affecting wages, hours and conditions of employment. All employees hired on or after the effective date of this agreement and who have not made application for membership shall, on or after the thirtieth (30<sup>th</sup>) day following their respective dates of hire, also be required to pay a fair share of the cost of the collective bargaining process and contract administration. Such monthly fair share service charge shall be equivalent to the uniform

monthly dues and/or assessment(s) paid by a member to the Union but shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

**2.3 PROCEDURE FOR PROCESSING FAIR SHARE OBJECTIONS.** An employee with objections to Fair Share payment shall initially file his/her objection by notifying the Union President in writing by registered or certified mail postmarked within thirty (30) days after he/she becomes aware of the basis for his/her objection.

- A. **REVIEW STEP ONE:** Any objection properly submitted to the Union President shall be promptly heard by the Executive Board of the Union, which shall review the objection and any other pertinent matter submitted by the objector. Within thirty (30) days after the receipt of any objection, the Executive Board shall determine whether any reduction in the amount of the proportionate share payments is to be made, and notify the objector in writing.
- B. **REVIEW STEP TWO:** Upon receipt of the decision of the Executive Board, an objecting employee may pursue his/her objection by filing a complaint with the Illinois Labor Relations Board, in accordance with the procedures established by that agency. In the event appropriate procedures are not available, the employee may appeal the Executive Board's decision to binding arbitration utilizing the procedures set forth in Article 10.2.4 of the current labor agreement. In using this procedure, an employee shall operate under the conditions set forth for the Union, and the Union shall operate under the conditions set forth for the Employer. The only exception shall be in the provision for sharing costs of the arbitration process. Under this procedure, the Union shall, from its funds budgeted for contract defense and administration and used in the calculation of proportionate share non-member's payments, pay the full cost of the arbitration and any administrative fees connected with the arbitration process.
- C. **CONSOLIDATION:** If more than one employee has requested arbitration, all complaints shall be consolidated and determined by the designated arbitrator in a single hearing. In any such hearing, the objectors shall designate a spokesperson to act on their behalf in presenting all claims in the hearing.
- D. **SEGREGATED FUNDS:** Upon the initial receipt by the Union of any contested amount of proportionate fair share payment by an employee, the Union shall cause to direct such contested amount to be placed in an interest bearing escrow account at the then prevailing rate. Any additional so contested amounts, collected while the objection is in process, shall be similarly directed to such account and remain so segregated from usual and customary Union funds until such time as the validity of the objection is finally determined.
- E. **REBATES:** In the event the Union determines or an arbitration award directs a reduction in the proportionate share payments, the Union shall notify the Employer to comply with the said ruling as to prospective deductions from the salaries of non-members and the Union shall provide necessary rebates, including interest at prevailing rates on the amount to be rebated, to all such proportionate fair share paying non-members.

**2.4 INVOLUNTARY DEDUCTIONS.** In the event that an employee fails to voluntarily sign a check off authorization, or if an employee who has previously signed an authorization objects to a specific deduction or assessment, the Employer shall make an involuntary deduction from the wages of the employee in the amount previously certified to the Employer by the Secretary-Treasurer of the Union and forward such sums to the Union within seven (7) days of the deduction.

**2.5 INDEMNIFICATION.** The Union agrees and shall indemnify the Village and hold it harmless against any and all claims, demands, justification or other forms of liability that may arise from or be in any way connected with any action taken by the Village for the purpose of complying with the provisions of this Article.

**2.6 OBJECTIONS ON RELIGIOUS GROUNDS.** The obligation to pay a fair share fee to the Local shall not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to

the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment on behalf of the employee to an agreeable non-religious charitable organization mutually agreed to by the objecting employee and the Union. If the employee and the Union are unable to agree upon a non-religious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois Labor Relations Board.

**2.7 OBJECTIONS ON OTHER GROUNDS.** Any non-member making a fair share payment may object to the amount of his fair share payments on the grounds that all or part of such payments have been expended by the Union for political activities or causes or for activities or causes making ideological issues not germane to the collective bargaining process or contract administration. Any such employee with an objection shall process his objection in accordance with the procedure set forth in Article II.

### **ARTICLE III** **MANAGEMENT RIGHTS**

**3.1 GENERAL RETENTION.** Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its aspects and to manage and direct its employees including, but not limited to, the rights to determine its mission and policies and to set forth all standards of service offered to the public; the right to plan, direct, control and determine the operation or services to be conducted by the employees; the right to determine the method, means and number of personnel needed to carry out the Village's mission; the right to direct the workforce; the right to hire, assign or transfer employees within the fire department or other fire prevention related functions; the right to promote, suspend, discipline or discharge employees; the right to lay off or relieve employees due to lack of work or for other legitimate reasons; the right to make, publish and enforce rules, regulations, orders and policies; the right to evaluate work performance; the right to introduce new or improved methods, equipment or facilities; the right to contract out for any work, goods or services; the right to schedule and assign work, including overtime. The Village agrees that for the duration of this Agreement it shall take no action to abolish or diminish the statutory authority of the Board of Fire and Police Commissioners.

**3.2 AUTHORITY OF COMMISSION.** Nothing in this Agreement is intended to replace or diminish the lawful authority of the Fire and Police Commission of the Village. Nothing in this Agreement shall affect or alter the authority of the Board of Fire and Police Commissioners as provided by applicable law, with the given condition:

An employee who is suspended without pay or who is the subject of charges for dismissal may elect to bypass the Commission and proceed to binding arbitration under Step 4 of the grievance procedure as described and under the conditions set forth in Section 10.7, "Discipline Arbitration Option."

**3.3 PROBATIONARY PERIOD.** The probationary period shall be twelve (12) months provided, however, that this period may be extended to allow for the completion of the training necessary for the employee to obtain State of Illinois certification as a paramedic (EMTP). All employees shall be required to obtain such paramedic certification prior to completion of their probationary period. If an employee's probationary period is extended in order to allow for the completion of the training necessary to obtain state certification as a paramedic, then, upon completion of such training, the Fire Chief shall, conclude the probationary period. Upon completion of the probationary period, seniority shall be retroactive to the date of employment. During the initial twelve (12) months of the probationary period, the probationary employee may be disciplined, discharged or laid off in the sole discretion of the Village.

**3.3.1 NEW EMPLOYEE ORIENTATION.** Upon request of the Union or the employee, all new employees shall be scheduled to meet with representative(s) of the Union for a period of not less than one hour for the purpose of orienting them to their rights under the contract and as members of the Union.

**3.4 NO STRIKE.** Neither the Union nor its agents or any employees, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike or any other interference with the work and statutory functions or obligations of the Village. Neither the Union nor any officer shall refuse to cross any picket line. Nothing contained herein shall limit the right of the Village to obtain

judicial restraint or other relief in the event of a violation of this Section 3.4. Any employee who violates Section 3.4 shall be subject to discipline up to and including discharge.

**3.5 NO LOCKOUT.** No lockout of employees shall be instituted by the Employer during the term of this Agreement as a result of a dispute with the Union arising out of the terms of this Agreement.

#### **ARTICLE IV SUBCONTRACTING**

**4.1 SUBCONTRACTING.** In the event the Village intends to contract out any of its fire suppression and/or EMS emergency service work currently performed by the employees of this bargaining unit, it shall give the Union notice of such intention at least 45 days in advance of any decision.

#### **ARTICLE V MAINTENANCE OF CONDITIONS**

**5.1 MAINTENANCE OF CONDITIONS.** The following existing conditions shall be maintained during the term of the agreement:

- A. When meal periods are interrupted by emergency calls, they shall be extended to accommodate the interruption.
- B. Each day at least one person on the shift shall be allowed reasonable time to pick up food for the daily meals for members of the shift. The person and vehicle used shall remain in service and subject to call during all such times.
- C. In the absence of a Lieutenant, the employee designated to act for the Lieutenant in charge of the shift shall be:
  - 1) Senior shift member that has completed the approved training objectives with at least ten years of seniority.
  - 2) Highest shift member on the current promotion eligibility list.
  - 3) Senior firefighter with at least ten years of seniority.

To be designated as acting Lieutenant, the employee must be scheduled to be on duty (available for calls) for the duration of the Lieutenant's absence during that shift. Effective January 1, 2006, acting officers will be required to be trained to the level of First in Officer (or approved equivalent) and Tactics and Strategy I.

- D. The Union shall be allowed to conduct union meetings in the fire station with the approval of the Fire Chief or Deputy Chief at times which do not interfere with the daily operations of the shift.
- E. During holidays or days when the Village Hall is closed, the daily work schedules of the shift shall follow a holiday routine in accordance with established practice. On all other days during each 24-hour shift, work shall normally be carried out between 8:30 a.m. and 5:00 p.m. Monday through Friday and between 8:30 a.m. and 12:00 noon on Saturdays. Training exercises and activities or activities associated with special Village events designated by the Board of Trustees (e.g., Fourth of July parade, 10-mile run, welcome to French exchange students, etc.) may, from time to time, be scheduled outside of those hours. Except for such training exercises and activities, or activities associated with special Village events, the daily work schedule shall follow the holiday routine between the hours of 5:00 p.m. and 7:00 a.m., provided, however, that special training exercises and activities may be scheduled by the Fire Chief at his or her discretion between the hours of 5:00 p.m. and 10:00 p.m., Monday through Friday, not to exceed one time per quarter per shift.

All other past practices, whether oral or written, express or implied, are superseded and canceled by this Agreement.

**5.2 FIRE HOUSE LIVING QUARTERS.** The parties mutually recognize that living quarters of the fire station serve as the firefighters' home while on duty. Living quarters are defined as: kitchen,

restroom, dayroom and sleeping room. As such, these areas are considered private and not open to the general public. The parties recognize that the department exists to serve the citizens of the Village and that tours of the fire station are of interest to citizens, particularly school children, and enhance public awareness of fire safety. Such tours shall be guided by members of the department.

## **ARTICLE VI**

### **HOURS OF WORK AND OVERTIME**

**6.1 NORMAL HOURS OF DUTY.** The regular hours of duty (tour of duty) for employees shall be 24 consecutive hours on duty, starting at 7:00 a.m. and ending the following 7:00 a.m. The regular tour of duty shall be followed by 48 consecutive hours off duty. The work schedule shall be reduced by scheduling a Kelly Day (a 24-hour duty day) off every twelfth (12<sup>th</sup>) duty day

**6.1.1 NON-TRADITIONAL/ALTERNATE WORK SCHEDULE.** Newly hired employees engaged primarily in fire suppression/paramedic duties may be assigned to a 50-hour workweek consisting of five (5) ten (10)-hour shifts, Monday through Friday, commencing at 07:00 hours and ending at 17:00 hours. Alternatively, employees may be assigned to 48-hour workweek consisting of four (4) twelve (12)-hour shifts, Monday through Thursday or Tuesday through Friday, commencing at 06:00 hours and ending at 18:00 hours. Such newly hired employees may remain assigned to either shift schedule and the schedule changed to meet the needs of the Village until such time as the Village assigns them to a 24-hour shift schedule. Once on a 24-hour shift schedule, employees shall not be moved back to a 10 or 12-hour shift schedule unless mutually agreed by both parties. Firefighter/Paramedics assigned to a 50-hour alternative work schedule are eligible to bid into any vacant 24-hour/48-hour shift position based on seniority. A vacancy occurs when an existing employee retires, resigns, or otherwise is terminated, or a new position is authorized.

**6.1.2 SHIFT ENHANCEMENT VARIANCE.** Notwithstanding the provisions of Article VI, Section 6.1, up to a maximum of three (3) firefighters, beyond 15 employed after July 1, 1991, who are the three least senior employees, shall be assigned to twenty-four (24) consecutive hours on duty starting at 7:00 a.m. and ending the following 7:00 a.m. The regular tour of duty shall be followed by 48 consecutive hours off duty except when the number of personnel available for duty on another shift is less than desirable (e.g., fewer than 5). In such event, and when the situation of a short shift will extend for at least three consecutive shifts, the firefighters may be transferred to the affected shift to enhance the staffing level. Such transfers shall be subject to the following additional conditions:

- A. One Kelly Day shall be scheduled off every twelfth (12<sup>th</sup>) (effective January 1, 2002) regularly scheduled duty day on the firefighter's regularly assigned shift provided that if the scheduled Kelly Day falls on a non duty day due to a schedule change, the Kelly Day off shall be taken on the next duty day following the Kelly Day missed;
- B. Overtime hours for employees subject to this section shall consist of:
  - 1) All hours worked during the 24-hour period immediately preceding or following the employee's scheduled 24-hour shift; and all hours worked in the periods immediately preceding or following their assigned shift time for 50-hour personnel.
  - 2) All hours actually worked beyond 144 hours in any regular 19-day work period; and all hours actually worked beyond 100 hours in any regular 14-day work period for 50-hour employees.

The parties acknowledge that this variance in scheduling is for the purpose of enhancing existing staffing levels.

**6.2 OVERTIME HOURS.** An employee working any hours on duty in addition to the regular hours as defined in this Article, Section 6.1 shall be compensated for those overtime hours at the rate of 1½ times the employee's regular straight-time hourly rate. Such overtime will normally occur when:

- A. an employee is held over for work beyond his/her regular shift to cover unexpected or unscheduled staffing shortages; and

- B. an employee is recalled to duty to work any part of a shift which does not continuously precede or follow an employee's regularly scheduled time on duty.

Any call back shall be compensated at a minimum time of two hours, at 1 ½ times the employee's regular rate.

**6.3 FLSA OVERTIME AND WORK PERIOD.** The work period for each employee for purposes of the Fair Labor Standards Act (FLSA) is an established regular recurring period of nineteen (19) consecutive days. The normal hours on duty shall be either 144 or 168 in each 19-day work period. The amounts set forth in the salary schedule (Appendix A hereto) represent a fixed annual amount to be received for straight time pay for 144 to 168 hours in a 19-day work period and representing an annual salary for 2,677 hours including regular tours of duty and paid leaves. The regular hourly rate of pay shall be calculated by dividing the employee's annual salary by the employee's annual hours of duty, 2,677. Effective January 1, 2002 annual hour shall be 2,677.

The work period for each 50-hour employee for purposes of the Fair Labor Standards Act (FLSA) is an established regular recurring period of fourteen (14) consecutive days. The normal hours on duty shall be 100-hours in each 14-day work period. The amounts set forth in the salary schedule (Appendix A) represent a fixed annual amount to be received for straight time pay for 100-hours hours in a 14-day work period and representing an annual salary for 2,600 hours including regular tours of duty and paid leaves. The regular hourly rate of pay shall be calculated by dividing the employee's annual salary by the employee's annual hours of duty, 2,600.

**6.4 FLSA OVERTIME.** An employee shall, in addition to regular compensation, be paid one half (½) times his or her regular straight time hourly rate of pay for all hours of actual work on a regularly scheduled shift in excess of 144 hours of actual work in any regular 19-day work period.

50-hour employees will not be entitled to FLSA overtime when assigned to their regular shift. The employee will be entitled to FLSA overtime should they be assigned to a 24-hour shift for any extended period of time.

**6.5 HOLIDAY COMPENSATION.** The following twelve holidays are recognized:

Christmas Eve	Day after Thanksgiving
Christmas Day	Memorial Day
New Year's Eve	Labor Day
New Year's Day	Dr. Martin Luther King Jr.'s Birthday
Easter	Fourth of July
Thanksgiving Day	Veterans Day

Employees shall be compensated for the recognized holidays as follows: (1) each employee shall receive twelve (12)-hours pay at their straight time hourly rate for each of the recognized holidays; (2) in addition those firefighters who actually work on any of the recognized holidays shall receive pay for hours worked on those days at 1-1/2 times their regular hourly rate. Employees deemed to work on the holidays are those that work during the shift beginning at 7:00 a.m. on the holiday and ending at 7:00 a.m. the next day.

**6.6 TRAINING TIME.** All firefighter/paramedics who are required to attend training classes outside their assigned time of duty in order to maintain State of Illinois certification shall be compensated for all such hours at 1-1/2 times the employees' straight time rate. The employee can be offered, and accept, time off in lieu of overtime at the employee's discretion.

**6.7 SHIFT EXCHANGE.** Employees shall have the right to voluntarily exchange work shifts subject to the approval of the Fire Chief or Officer in charge. Requests to exchange shifts should be made as soon as reasonably possible. Upon notification, the request for shift exchange shall be granted unless at the time of the request to do so it would create an overtime callback situation for the shifts affected by the exchange. Shift exchanges shall not result in any change of pay and each employee shall be paid as if he/she had worked his/her normal work schedule. Kelly Days may be traded within a shift in accordance

with the above procedures. Any shift exchanges may be voided if one of the members involved is off on an extended injury or illness that will cause unnecessary scheduled overtime.

**6.8 REQUIRED OVERTIME.** The Fire Chief or designee shall have the right to require overtime work. Assignment of overtime shall be in accordance with existing department procedure. As agreed on by the parties, each respective shift will coordinate the distribution of shift or incidental overtime within their respective shift. Each process should be in writing and fully explained to all current and future shift members. With respect to the 50-hour assignment, overtime will be handled in the following manner:

- A. This member will not appear on any required overtime list as it relates to 24-hour shift coverage.
- B. This member may be offered shift overtime, when they are available to accept such overtime, at any time by any shift, to be accepted on a purely voluntary basis.
- C. This member will be the first member offered any incidental overtime that immediately follows his regularly scheduled duty time. This overtime is not mandatory, but can be accepted on a voluntary basis.
- D. This member is to be offered other incidental overtime, when they are available to accept said overtime, after it has been passed on by shift members and before it is offered to members of other shifts.

**6.9 NO PYRAMIDING.** Compensation in any form shall not be paid more than once for the same hours of work.

## **ARTICLE VII** **WAGE RATE**

**7.1 WAGE RATE.** Employees shall be compensated in accordance with the schedule/plan set forth in Appendix A.

**7.2 TUITION REIMBURSEMENT.** Beginning July 1, 2001, the Village will reimburse employees for the actual cost of tuition and books for college courses, approved in advance by the Fire Chief or designee, leading to an Associate's or Bachelor's degree in fire science, up to a maximum of 130 credit hours. Reimbursement will be made only for course work for which the employee receives a grade of C or better and only for courses taken at a State of Illinois institution. The Fire Chief retains the right to approve reimbursement for all courses pending availability of funds and to limit the number of courses reimbursed to any employee to no less than one per academic semester. Approval will not be needlessly withheld and all reasoning will be documented in writing. To make more funds available for all, it is requested that all employees seeking college course reimbursement also apply for granting funding (e.g. Illinois Fire Chief's Scholarship) when enrolling for a course.

**7.3 PROTECTIVE GEAR AND UNIFORM ALLOWANCE.** All protective clothing and protective devices (as defined by current practice) required of employees in the performance of their duties shall be furnished without cost to the employee. On July 1 of each year, employees shall receive a \$500.00 uniform allowance credit for reimbursable uniform expenses. An internal account will be established to track each employee's uniform expenses. Approved purchases made by the employee will be reimbursed upon request with the submittal of a valid, dated receipt or check. When items are purchased through a vendor where a Village account has been established, items will be paid through Accounts Payable and the appropriate amount will be deducted from each employee's internal account bank. Any remaining balances as of May 30 of each year, will result in a taxable payment rendered to the employee through payroll.

**7.4 ACTING OUT OF CLASSIFICATION.** An employee who is required to perform the duties of a Lieutenant, as long as the Lieutenant is not able to respond to emergency calls during his absence, for more than four hours, will receive additional compensation, in addition to regular rate of pay as follows:

less than four (4) hours:          zero (0) hours

four (4) to six (6) hours:      three (3) hours additional pay  
over six (6) hours:              six (6) hours additional pay

In the event that an unforeseen emergency/sickness interrupts the work schedule of the acting Lieutenant, the next available eligible person will be compensated according to the above pay schedule.

**7.5 PARAMEDIC BONUS.** A firefighter certified as a paramedic (EMTP) will receive additional compensation per wage schedule, calculated onto the employee's base hourly rate. This additional compensation will continue so long as the employee retains State of Illinois certification and performs such paramedic duties as are assigned by the department.

**7.6 PARAMEDIC SENIORITY OPTION.** All employees who obtain paramedic certification shall, as a condition of continued employment, retain such certification provided, however, that after 10 years of continuous service with paramedic certification, an employee may make application to the Fire Chief for permission to drop his/her certification. The Fire Chief may, in his discretion, grant such permission so long as in his judgment there will be no adverse effect upon the ability of the department to adequately and efficiently provide service to the community. Such discretion shall be exercised in a consistent manner but always on a case-by-case basis, in accordance with the judgment of the Fire Chief that to allow the employee to drop his/her certification will not adversely affect the Department's ability to adequately and efficiently staff the ambulance(s) and to the extent that the Village determines to be necessary.

**7.7 HIRE BACK DUTIES/COMPENSATION.**

Fire Prevention Coordinator

The duties of the Fire Prevention Coordinator shall continue to be assigned to the Fire Lieutenant currently assigned to perform such duties, subject to satisfactory performance and budget approval. Such work shall be performed on scheduled-off days consistent with current practice. The weekly hours may range from 10-20 hours, but shall not exceed an annual average of 12 hours per week, unless additional hours are expressly approved by the Fire Chief. The hourly rate for the work performed by the Fire Prevention Coordinator shall be \$11.91/hour

Fire Mechanic

The duties of the Fire Department Mechanic shall continue to be assigned to the Firefighter currently assigned to perform such duties, subject to satisfactory performance and budget approval. Such work shall be performed on scheduled-off days consistent with current practice. The weekly hours may range from 10-20 hours, but shall not exceed an annual average of 12 hours per week, unless additional hours are expressly approved by the Fire Chief. The hourly rate for the work performed by the Fire Mechanic shall be \$14.01/hour.

Notwithstanding the foregoing, the Village shall have the authority to establish the position of Fire Prevention Officer/Coordinator which would be an exempt position outside the Bargaining Unit. If established, the new position shall be filled by a sworn member of the Department. The position shall be filled from the next lowest rank (Fire Lieutenant), or if no Lieutenant expresses interest in the position it shall be open to all shift (sworn) members of the department. Ultimately should no sworn members in the department express interest in the position, the Fire Chief is authorized to fill the position from outside the department.

**7.8 DEFERRED COMPENSATION.** Employees shall be eligible to participate in the Village's deferred compensation plan. Contributions are made solely by the employee through the payroll system.

**ARTICLE VIII**  
**VACATION AND LEAVES**

**8.1 VACATION.** Vacations are computed in shifts worked (24 hours is 1 shift), and for 50-hour shift employees (10 hours is 1 shift).

- A. 24-hour shift employees with less than five (5) years of service (as of July 1) are entitled to five (5) working shifts of vacation during the calendar year, 50-hour shift employees are entitled to ten (10) working shifts off per calendar year.
- B. 24-hour shift employees with five (5) years or more of service (as of July 1) are entitled to eight (8) working shifts of vacation during the calendar year, 50-hour shift employees are entitled to sixteen (16) working shifts per calendar year.
- C. 24-hour shift employees with ten (10) years or more of service (as of July 1) are entitled to nine (9) working shifts of vacation during the calendar year, 50-hour shift employees are entitled to twenty (20) working shifts off during a calendar year.
- D. 24-hour shift employees with fifteen (15) years or more of service (as of July 1) are entitled to eleven (11) working shifts of vacation during the calendar year, 50-hour shift employees are entitled to twenty-five (25) working shifts off during a calendar year.
- E. 24-hour shift employees with twenty (20) years or more of service (as of July 1) are entitled to fourteen (14) working shifts of vacation during the calendar year, 50-hour shift employees are entitled to thirty (30) working shifts off during a calendar year.
- F. Employees who reach twenty-five (25) years of continuous service with the fire department will receive one additional week of vacation as a bonus in their twenty-fifth year of service (one time vacation bonus) as per Village policy. 24-hour shift employees are entitled to three (3) additional days of vacation after completing their twenty-fifth (25) year, and 50-hour shift employees are entitled to five (5) additional shifts off after completing their twenty-fifth (25) year.
- G. Employees who reach thirty (30) years of continuous service with the fire department will receive one additional week of vacation as a bonus in their thirtieth year of service (one time vacation bonus) as per Village policy. 24-hour shift employees are entitled to three (3) additional days of vacation after completing their thirtieth (30) year, and 50-hour shift employees are entitled to five (5) additional shifts off after completing their thirtieth (30) year.

**8.1.1 SCHEDULING.** Employees may select vacation time off on the basis of seniority within their shift using the method currently used. Only one member per shift will be allowed away from work on vacation at any one time. In the event of an emergency (e.g., major fire, riot, natural disaster or like events), the Village retains the right to cancel scheduled vacation and require the employee to work or report to duty. Vacation shall be taken at a rate of not less than one duty day.

All vacation time for 50-hour shift employees shall be scheduled with the approval of the Fire Chief a minimum of one (1) week prior to vacation unless shorter notice is authorized by the Fire Chief. Recognized paid holidays falling within a scheduled vacation leave shall not be charged against accrued vacation time earned for 50-hour shift employees, but instead will be charged as holiday leave.

**8.1.2 ACCRUAL.** Vacation time/time off must be used within the year during which it is earned, however employees shall be allowed to accumulate up to one hundred twenty (120) hours (5 duty days) of vacation time. Vacation time/time off shall be earned as per the Village's Personnel Policy Manual. No employee shall be eligible to receive any benefits under this Article if the employee quits or resigns from employment without giving at least two (2) weeks' notice in writing of intent to resign. Employees separated from service other than dismissal for cause shall be compensated for accumulated unused vacation time at their regular rate of pay at the time of separation.

**8.2 SICK LEAVE/PERSONAL DAYS.** It is understood by the parties that sick leave is provided for personal illness or serious illness or death in the immediate family such that the employee cannot work without risk to his/her health or risk to the proper care of an immediate family member. The parties agree that any abuse of sick leave is a serious offense, and the Union agrees to cooperate in the elimination of any such abuse. Any abuse of sick leave shall subject the employee to appropriate discipline. Employees shall earn the equivalent of 12 hours of sick leave for each month of service,

accrued on a pay period by pay period basis. Employees assigned to 50-hour shifts shall earn sick leave at a rate of one work day per month. Each calendar year, 72 hours (for 24-hour employees), and 30 hours (for 50-hour employees) of earned sick time may be used as personal time.

Each calendar year, 72 hours of earned sick time may be used as personal time. All shift members may select personal days as needed. Only one member per shift may be off on personal leave at any one time. In the event of an emergency (e.g., major fire, riot, natural disaster or like events), the Village retains the right to cancel scheduled personal days and require the employee to work or report to duty. Personal days shall be taken at a rate of not less than or more than one duty day at any time except under extreme circumstances with prior approval by the Fire Chief or his designee. If an employee does not use his/her personal time within the calendar year, it will be accrued as sick time at the end of the year and allowed to be carried over to the subsequent year(s).

Sick leave/personal days cannot be taken until earned. Sick leave/personal days may be earned while an employee is on vacation or paid leave of absence, provided, however, that no leave may be earned while an employee is absent on paid sick leave or any other leave (except vacation/time off in lieu of holidays), for a period in excess of 30 days. Unused earned sick leave shall accumulate without limitation. Notification of absence due to personal illness or illness in the immediate family shall be given as soon as possible in accordance with procedures in effect at the time of the execution of this Agreement. Failure to properly report an illness shall be considered absence without valid cause.

Notification of absence due to sickness shall be given to an individual designated by the Fire Chief (normally the Lieutenant on duty) as soon as possible on the first day of such absence and everyday thereafter (unless this requirement is waived by the Fire Chief in writing), but no later than one-half (1/2) hour before the start of the employee's assigned work shift unless it is shown that due to circumstances beyond the control of the employee such notification is/was impossible. This notification will be forwarded to the Fire Chief noting the time of the call, and whether it is an employee illness and/or a family member illness requiring the sick leave. Failure to properly report an illness may be considered an absence without pay and may subject the employee to discipline, as well. In the event a female firefighter becomes pregnant, she shall give immediate notice to the Fire Chief, along with a Physician's Notice outlining any work restrictions.

Fire Lieutenants will receive one additional personal day per calendar year, which may not be accrued beyond the calendar year in which it is earned.

**8.2.1 DOCTOR'S CERTIFICATE.** The Village may require a physician's certificate as a basis for pay during leave after an absence of 2 consecutive duty days for personal illness, or as it may deem necessary in other cases where reasonable cause warrants.

**8.2.2 MEDICAL EXAMINATION.** The Village will provide a medical examination from a designated provider to employees biannually who are under 45 years of age, and annually for those employees 45 and above. If the designated provider will be altered, the new provider will be selected by the Joint Health Insurance Committee as identified in section 11.1.3 of this contract.

The medical examination will include the following tests:

- Medical history and general physical examination; including urine dip and a tuberculin skin test.
- Audiogram
- Treadmill Stress Test/Electrocardiogram and Chest x-ray (at initial screening, then at age 40, 45 and 50 and as medically warranted thereafter.)
- Chemistry Profile
- Urine Drug Screen
- Spirometry

When the Village has reasonable cause to believe an employee is not fit to perform the duties of his/her position the Village may reasonably require an employee to submit to an examination by a physician or other appropriate medical professional chosen by the Village; if the Village requires an employee to submit to an examination by a physician or other medical professional designated by the Village, the Village will pay any out-of-pocket medical expenses to the extent they are not covered by

insurance. If there is a conflict between the employer's physician and the employee's physician, the employee shall be examined by a third physician jointly agreed upon by the parties whose opinion shall be final. The physician shall be Board certified in the specialty relating to the condition affecting the employee's ability to work.

**8.2.3 IMMEDIATE FAMILY.** For purposes of this provision "immediate family member" is defined as the employee's spouse, child, foster-child, step-child, father, mother, sister, brother, grandparent, grandchild, father-in-law, mother-in-law or any other relative for whom the employee is designated as the primary caregiver.

**8.3 SUBSTANCE ABUSE.** The parties recognize the importance of an alcohol-and drug-free workplace. Accordingly, a drug/alcohol policy is included in this Agreement.

**8.3.1 RATIONALE.** Whereas to effectively enforce the laws of the Village and the State of Illinois; to ensure the confidence of fellow Firefighters and the public; and, to better avoid accidents and injuries, the Village of Park Forest and the Park Forest Firefighters recognize the importance of a drug and alcohol free workplace.

**8.3.2 POLICY.**

A. **ALCOHOL:** Alcoholic beverages are not illegal. However, no alcohol may be consumed at the workplace and no employee shall be under the influence of alcohol while on duty. Any on-the-job abuse of alcohol will not be tolerated. Reasonable suspicion of on-the-job alcohol abuse, articulable by a supervisor will serve as a basis for an ordered alcohol test. If it is determined an employee has consumed alcohol while on duty or is under the influence of alcohol while on duty the Firefighter shall be subject to appropriate discipline.

Any Firefighter who believes he/she may have an alcohol problem is encouraged to voluntarily seek assistance. If it is determined an employee may have an alcohol problem, the Village will encourage the employee to seek help and it will provide information on available assistance program(s).

If an employee is diagnosed as having an alcohol problem he or she will be allowed to enter a treatment program available through his or her medical insurance plan. The employee will be allowed the use of accumulated sick or other leave time for confidential treatment. The Village will not take adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol related problem provided the employee participates in the treatment program recommended by the physician involved and discontinues his/her abuse of alcohol.

B. **PRESCRIBED DRUGS:** Drugs prescribed by a physician for use by an employee are exempt from sanctions provided the prescription is used as intended. An employee shall notify his/her supervisor of all medication prescribed that may affect an employee's ability to perform his/her duties. If the medication prohibits the use of machinery, an employee may not drive a vehicle. Employment sanctions will not be enforced against any Firefighter testing positive for using prescribed drugs provided the prescription is used as intended.

Any abuse of prescribed drugs lawfully obtained shall be handled in the same manner as alcohol abuse.

C. **NON-PRESCRIBED DRUGS:** Possessing, using, selling, purchasing or delivering any illegal drug at any time or under any circumstances is prohibited. The mere possession of non-prescribed drugs is illegal and therefore viewed in a different light than alcohol or lawfully obtained prescribed drugs unless in accordance with duty requirements.

**8.3.3 MANDATORY DRUG TESTS.** Each Firefighter will be given a drug test during the annual/biannual physical exam given by the Fire Department. All mandatory drug tests will be paid for by the Village. Reasonable suspicion of on-the-job drug use or impairment, articulable by a supervisor, will also be a basis for a drug test.

A. **ALCOHOL TESTING PROCEDURES:** Alcohol in the system is found through breath test instruments. These are simple, non-invasive devices that generate an immediate result. Other methods of testing for alcohol are the blood test and the urine sample test. The blood

test is the most invasive and least desirable. Urine sample testing can be performed in a medical environment which recognizes the importance of privacy.

Medical professionals generally presume that a blood-alcohol level of 0.05% may produce symptoms of lowered alertness and impaired judgment. Test results showing 0.05% or more shall be considered positive. Testing shall be administered only by a certified breathalyzer technician employed by a public law enforcement agency or a clinical laboratory or hospital facility which is certified by the State of Illinois to perform alcohol testing.

B. **DRUG TESTING PROCEDURES:** Drug testing is most generally accomplished through the use of urine sample testing. Because of the effect that a positive result will have on the career and reputation of the tested employee, every reasonable precaution will be taken to insure there is no reasonable doubt about the results. Toward this goal, two (2) samples and multi-phasic tests will be incorporated in the established drug testing procedures.

1) Use of Independent Laboratories. Laboratories used shall be certified by the National Institute on Drug Abuse (NIDA).

2) Testing. Tests will be used in ascending order. The EMIT (M50) test (an enzyme immunoassay technique) will be conducted first. This is the most inexpensive of tests. EMIT (M50) will only indicate positive or negative results. If this test is negative, further testing is terminated. If the EMIT (M50) test shows positive, it will be confirmed by a GC/MS (Gas Chromatography/Mass Spectrometry) method.

Notifications by the laboratories will be made only to the Personnel Officer (Assistant to the Village Manager) if the sample is confirmed positive by both the initial and Gas Chromatography/Mass Spectrometry test. Notification to the Personnel Officer will be followed by a written report. The involved employee will be placed on leave by the Fire Chief pending disciplinary action, upon notification of a positive result of the GC/MS Test.

No action will be taken, nor will the affected employee be notified of any positive showing of the EMIT (M50) when the testing is part of the annual or biannual physical. When the testing is ordered due to reasonable suspicion or on-the-job drug use or impairment, no adverse employment action except temporary reassignment or relief of duty may result until the testing procedures are complete.

This testing will be performed in such a manner as to preserve an employee's right to privacy while insuring a high degree of security for the sample. The procedures of the laboratory or facility testing the sample shall be followed and a chain of custody for the sample from collection through testing shall be established.

#### **8.3.4 DISCIPLINE PROCEDURES - DRUG SCREEN.**

A. If a Firefighter has a confirmed positive test as a result of the annual/biannual physical examination, the firefighter or paramedic will be placed on unpaid leave. The employee shall be afforded the opportunity at his/her expense to voluntarily seek treatment, counseling or other support.

If the Firefighter chooses such treatment he/she will be assigned appropriate duty with pay as determined by the Fire Chief. The employee must agree to participate and complete the treatment program as determined by the involved physician(s); discontinue use of illegal drugs; and agree to submit to random testing during hours of work for a period of twelve (12) months. If the Firefighter refuses to agree to the foregoing, the Fire Chief may institute appropriate disciplinary procedures.

B. If a Firefighter has a confirmed positive test as the result of ordered testing due to reasonable suspicion of drug abuse, the Fire Chief may immediately institute disciplinary proceedings or, alternatively, the Fire Chief, in consultation with the Village Manager, may allow the Firefighter at his/her expense to voluntarily enter an appropriate treatment program. If this alternative is allowed the employee shall, after exhausting all available

leave, be given a leave of absence without pay to complete the treatment program. Upon completion the employee may return to such duties as are assigned by the Fire Chief provided the employee has discontinued his/her use of illegal drugs; the involved physician certifies the employee has completed the treatment program and is drug free; the employee agrees to continue in any physician recommended after care program; and, the employee agrees to submit to random testing during work hours for a period of twelve (12) months.

- C. Any Firefighter who fails to submit to a drug alcohol test as requested will be given a "Notice to submit to a drug/alcohol test" form by his/her supervisor, which, in writing, outlines the possible disciplinary action that can be taken for any refusal to submit. If the Firefighter still refuses to submit to a requested drug or alcohol test, he/she will be placed immediately on paid administrative leave pending disciplinary action by the Fire Chief.

**8.4 BEREAVEMENT LEAVE.** Employees shall receive one (1) duty day off without loss of pay in the event of death in the immediate family. For purposes of this provision "immediate family member" is defined as the employee's father, mother, sister, brother, child, foster-child, step-child, spouse, grandparent, grandchild, mother/father-in-law, son/daughter-in-law and brother/sister-in-law or any other relative for whom the employee is designated as the primary caregiver. The Fire Chief may grant one (1) additional duty day off with pay when requested by the employee.

**8.5 MATERNITY LEAVE.** An employee may utilize available sick leave for those days that the employee is actually unable to work due to pregnancy or any pregnancy-related disability. Alternatively, an employee may request a leave of absence without pay for those days that the employee is actually unable to work due to pregnancy or any pregnancy related disability and thereby retain accumulated unused sick leave. In any case, sufficient unpaid leave of absence shall be granted to cover the period when the employee is actually unable to work due to pregnancy or any pregnancy related disability. An employee who becomes pregnant shall inform the Fire Chief of the pregnancy and the dates of expected leave time. The employee may be required to obtain a doctor's certificate to ensure that continued work or return to work will not cause a hazard to the employee's health.

**8.6 WORK-RELATED INJURY.** In the event that an employee is unable to work due to an in-line-of-duty injury, the Village shall grant a leave of absence not to exceed twelve (12) months. During this time the employee shall continue to accrue seniority.

To qualify for such leave, the employee must report the work injury immediately following the accident, or immediately upon realization of the injury, and thereafter furnish the Village a written statement showing the nature of the injury and the estimated length of time the employee will be unable to work. Additional medical reports will be provided upon each return visit to the employee's doctor.

The employee on such leave will receive full salary and return all workers compensation insurance payments to the Village. There shall be no deduction from sick leave, or vacation leave, while the employee remains on the paid leave.

Sick leave shall not be accrued by the employee who is on work-related injury leave for a period of ninety (90) days or more. Vacation leave shall not continue to accrue for an employee who is on work-related injury leave for in excess of one year

**8.7 LIGHT DUTY.** The Fire Chief, in his/her discretion, may assign an employee to light duty who is unable to perform full duty responsibilities because he has suffered a job related or non-job related illness, injury or disability provided such light duty work is available and who has been released for light duty by his physician and by a physician designated by the Village and where the Village determines there is a reasonable expectation the employee will be able to return to full duty within six (6) months. In the event the Village's physician concludes an employee is capable of performing a specific light duty assignment and the employee's physician disagrees, a third physician shall be selected by mutual agreement of the employee's and Village's physicians to resolve the conflict before ordering an employee to start a light duty assignment. The employee's working hours and duties will be established by the Fire Chief, consistent with any limitations on the release for light duty specified in writing by the physicians for the employee or Village. The Fire Chief shall accommodate individuals so that light duty assignments do

not create a hardship due to childcare, once provided with notice of such hardship. When work exists within the Department that is consistent with the employee's release they shall be so assigned. In cases where there is either no work or work inconsistent with the employee's release, the Fire Chief shall have the right to assign light duty in another Village Department, provided it shall not take away work from another collective bargaining unity. The Fire Chief reserves the right to terminate a light duty assignment (if the employee is fit to return to such assignment as determined by a physician designated by the Village) or to a leave of absence.

Nothing herein shall be construed to require the Village to create light duty assignments for an employee, or to provide light duty work when such assignments may not be available. In as such, light duty will not be unreasonably withheld from any member capable of such an assignment and/or requesting such an assignment. However, once the Department receives notification from a pregnant employee's physician that her work restrictions no longer permit her to perform her full duty responsibilities; she will be provided the opportunity to have a light duty assignment. Employees will only be assigned to light duty assignments when the Village, in its discretion, determines the need exists and only as long as such need exists.

## **ARTICLE IX**

### **SENIORITY/LAYOFF AND RECALL**

**9.1 SENIORITY.** Seniority means an employee's length of continuous service with the Fire Department since the employee's last date of hire. If more than one person is hired on the same day, they shall be placed on the seniority list according to their rank on the eligibility list from which they were hired.

**9.2 LAYOFF.** The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that the force of the Fire Department is to be reduced, and employees covered by this Agreement are involved, such employees shall be laid off according to their seniority in accordance with the provisions of Ill. Rev. Stat. Ch. 24 Section 10-2.1-18.

**9.3 RECALL.** Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees on the recall list shall be recalled in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled. Written notice of any recall shall be given to eligible employees by certified mail, return receipt requested, to the mailing address last provided by the employee. It is the responsibility of the employee to provide the Fire Chief with his or her latest mailing address. The employee must give written notice of intent to return to work within ten (10) days of the mailing of the recall notice. The failure of an employee to respond in a timely manner to a recall notice shall cause his/her name to be removed from the recall list. Paramedics who, as a condition of continued employment, are required to maintain paramedic certification, and who are laid off, shall maintain their paramedic certification during their layoff in order to be eligible for recall. The Village will allow laid-off employees, who desire to maintain their state paramedic certification, to perform ambulance duty (on a voluntary basis without pay or other benefits) for the requisite number of field hours necessary to maintain their state paramedic certification. This ambulance duty will be scheduled at times mutually agreeable to the laid-off employee and the Fire Chief.

**9.4 SENIORITY LIST.** The Village shall maintain a current seniority list. This list shall be made available to the Union within 30 days and by January 15 of each successive year after the execution of this Agreement. Any alleged error in the list must be brought to the attention of the Fire Chief within 30 days after the list has been made available to the Union.

## **ARTICLE X**

### **GRIEVANCE PROCEDURE**

**10.1 DEFINITION OF GRIEVANCE.** A "grievance" is defined as a dispute between an employee or any group of employees and the Village involving an alleged violation or misinterpretation of

an express term(s) of this Agreement, it being expressly understood that any dispute or disagreement concerning a matter or issue subject to the jurisdiction of the Park Forest Board of Fire and Police Commissioners shall not be a grievance under this Agreement.

**10.2 GRIEVANCE PROCEDURE.** All time limits consist of business days (Monday through Friday excluding holidays). Recognizing that grievances should be raised and settled promptly, a grievance must be submitted within ten (10) days after the employee knows or, through the use of reasonable diligence, should have known of the occurrence of the event giving rise to the grievance. The parties hereto acknowledge that it is usually best for an employee and the employee's immediate supervisor to resolve problems through informal verbal discussion. An attempt shall, therefore, be made to resolve any problem informally by discussion between those involved. If a grievance cannot be resolved informally, it shall be processed in the following manner:

**10.2.1 STEP ONE.** An employee who has a grievance must submit the grievance in writing to the Deputy Chief within (10) days of the occurrence of the event giving rise to the grievance. The grievance shall state the specific provision(s) of this Agreement allegedly violated or misinterpreted, contain a summary statement of the facts giving rise to the grievance, and the relief requested. Additional contract provisions alleged to have been violated may be cited prior to submission of the grievance to the Village Manager. The Deputy Chief shall provide a written response to the grievance within five (5) days of his receipt of the written grievance.

**10.2.2 STEP TWO.** If the grievance is not resolved at Step One, the grievant may submit the written grievance to the Fire Chief within ten (10) days of receipt of the Step One decision. The Fire Chief shall attempt to resolve the grievance and shall provide the grievant with a written response within ten (10) days of his receipt of the grievance.

**10.2.3 STEP THREE.** If the grievance is not resolved at Step Two, the grievant may, within ten (10) days of his receipt of the Step Two decision, submit the grievance to the Village Manager. The Manager, or her/his designee, shall investigate the grievance and shall schedule a meeting with the employee within ten (10) days of his receipt of the grievance. At this meeting the Manager and any other persons desired by the Manager shall discuss the grievance with the grievant and any Union or other representatives requested by the grievant. The Manager will provide the grievant with a written decision within ten (10) days of the meeting.

**10.2.4 STEP FOUR.** If the grievance is not settled at Step Three, the Union or the grievant with the approval of the Union may refer the grievance to arbitration within ten (10) days of the date of the Village Manager's decision. The parties shall attempt to agree upon an arbitrator within five (5) calendar days after receipt of notice of referral. In the event the parties cannot agree upon an arbitrator, they shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of seven arbitrators who are members of the National Academy of Arbitrators residing in Illinois. The parties shall each have the right to strike three (3) names from the list. The parties by toss of a coin shall determine which party shall first strike one (1) name; the other party shall then strike one name. The process shall be repeated until one name remains. The arbitrator shall have no right to either amend or recommend amendments, modifications or nullification's of any provisions of the contract. Moreover, she/he shall have no power to ignore, add to or subtract from provisions of the agreement. She/he shall consider and make a decision only with respect to the specific issue or issues submitted and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall submit in writing his/her decision within 30 calendar days following the close of the hearing or the submission of the briefs by the parties, whichever is later, unless the parties have agreed to a written extension thereof. The decision of the arbitrator shall be based solely upon his/her interpretation of the meaning or obligation of the express terms of this agreement as applied to the facts presented. A decision rendered consistent with the terms of this Agreement shall be binding.

**10.2.5 FEES AND EXPENSES OF ARBITRATION.** The fee of the arbitrator shall be divided equally by the parties. All other expenses including compensation or witnesses or representatives shall be borne by the party incurring them.

**10.3 BYPASSING STEPS.** Any step of the grievance procedure may be bypassed and the grievance brought directly to the next step only upon the mutual written agreement of parties.

**10.4 UNION REPRESENTATION.** Commencing at Step Two, the grievant may have a union representative at meetings/hearings conducted under this Article, and the union representative shall, with prior approval of the Fire Chief, when necessary, be given reasonable time while on duty to attend such meetings/hearings. With the approval of the officer in charge, such meetings/hearings may be scheduled at times which do not interfere with the daily operations of the department.

**10.5 EXTENDING TIME LIMITS.** The time limits set forth in the grievance procedure may be extended only upon the mutual written agreement of the parties.

**10.6 UNION STEWARDS.** Employees selected by the Union to act as union representatives shall be known as "Stewards." The names of the employees selected as Stewards shall be certified in writing to the Employer by the Union.

**10.7 DISCIPLINE ARBITRATION OPTION.** In the case of a suspension without pay when no charges for dismissal are pending, or in the event that charges for dismissal have been served upon an employee, the employee shall have three (3) calendar days from the date of the suspension or from the date of receipt of the charges for dismissal to make an election as to whether to proceed before the Board of Fire and Police Commissioners or before an arbitrator. The election to proceed before an arbitrator must be made in writing and submitted to the Village Manager within three (3) calendar days. The failure of an employee to so submit a written election to proceed before an arbitrator shall be deemed an election to proceed before the Commission. If an employee elects to proceed before an arbitrator in the case of a suspension without pay when no charges for dismissal are pending, the issue presented to the arbitrator shall be whether the suspension was for just cause. If an employee elects to proceed before an arbitrator when charges for dismissal are pending, the employee may be suspended without pay pending the decision of the arbitrator. If the arbitrator determines that the employee shall not be discharged, then the employee shall be made whole for all wages withheld due to the suspension, or the arbitrator may impose a suspension without pay for such period as she/he determines appropriate to the nature of the offense(s) established at the arbitration hearing. If the arbitrator finds just cause for discharge, the discharge shall be implemented immediately and the employee shall be bound by the arbitrator's decision and shall not have any further right to contest the charges or the discharge before the Commission. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act. If an employee elects to proceed to arbitration under this Section 10.7, then it is agreed that the party who loses the arbitration shall pay all expenses of the arbitrator. All other expenses including compensation for witnesses or representatives shall be borne by the party incurring them.

**10.8 MISCELLANEOUS.** Whereas, the Lieutenants are part of the collective bargaining unit, as members of the Union, said Lieutenants will not be able to establish a "Past Practice" on behalf of the Village, nor will they be able give rise to a grievance from other Union members as a result of their actions or inactions in the course of their duties. No member of the bargaining unit shall have the authority to settle or respond to a grievance being processed in accordance with the grievance procedure set forth in Article X. Moreover, no action, statement, agreement, settlement or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

## **ARTICLE XI** **INSURANCE**

**11.1 MEDICAL INSURANCE.** The Village will provide basic medical and hospitalization coverage under a plan(s) or program(s) selected by the Village which are available to other Village employees in accordance with the committee process described below. The Village shall contribute toward the cost of premiums for such insurance for employees who elect either single or dependent coverage at an 80/20 Village/employee split for the existing, or comparable, HMO plan in effect at the time of this agreement.

**11.1.2 RETIREE HEALTH INSURANCE.** All employees who retire and have contributed a minimum of 20 years of service to the Park Forest Fire Department shall be entitled to an annual cash stipend for any 10 consecutive year period the employee chooses between the age of his/her retirement and age 65 based on the following schedule:

Retirement date between July 1, 2001 and June 30, 2007 - \$1,200

Retirement date between July 1, 2007 and June 30, 2008 - \$2,000

Retirement date between July 1, 2008 and June 30, 2010 - \$2,500

This stipend shall be applied to pay the retired employee's health insurance premium within the Village's existing health insurance plan or toward an alternate insurance policy. Employees wishing to use an alternate health insurance plan shall provide the Village with verification of the alternate health insurance liability coverage by December 1st of each year to continue receiving the stipend in the following year. The stipend amounts shall be paid by the Village directly to the applicable health insurance carrier and shall not be treated as income to the employee for tax purposes unless such treatment should be required under the provisions of the Internal Revenue Code.

**11.1.3 JOINT HEALTH INSURANCE COMMITTEE.** A joint health insurance committee shall be formed comprised of the following persons who accept invitations to participate:

- 1) A representative of IAFF, Local 1263;
- 2) One member of the FOP Council;
- 3) Designee of the Village Manager;
- 4) The Fire Chief, Police Chief or the designees from the Fire and Police departments; and
- 5) One representative from each group of non-represented employees.

This committee will be established and shall be empowered to research available dental/optical and medical plans, review and analyze existing coverage and benefits to compare their costs, and to recommend to the Village possible implementation of additional plan(s) or changes to the existing plan. The committee shall not make recommendations to modify the existing plan without consensus, provided that in the absence of consensus changes may be made to the existing plan, provided that benefit levels and coverage of the existing plan remain substantially the same. The Village shall have the final authority to decide whether any new plan shall be implemented, and in the event of a recommendation from the committee, whether any modifications to the existing plan shall be implemented. The Village reserves the right to make changes in the existing plan without any recommendation from the committee, provided that benefit levels or coverage of the existing plan remain substantially the same.

**11.2 LIFE INSURANCE.** The Village shall provide each employee with term life insurance in an amount equal to the employee's annual base salary up to the maximum allowable under IRS regulations.

**11.3 DENTAL INSURANCE.** The Village will continue to make available dental insurance at group rates paid for by the employee. At such time as the Village may decide to include said coverage in the employee's standard health insurance, this section will follow the adapted Village policy until the next contract negotiation process.

**11.4 POST-EMPLOYMENT HEALTH PLAN.** Effective July 1, 2001, the parties agree that the Village shall participate in the establishment of a Post-Employment Health Plan (PEHP) for all bargaining unit employees. To implement such plan, the Village is authorized to contribute the amount of \$600.00 per year on behalf of each bargaining unit employee to the PEHP Trustee in accordance with the Employer Participation Agreement attached to this Agreement as Appendix B. To implement this agreement, the Village is authorized to deduct Fifty Dollars (\$50.00) from the eight hours of premium pay otherwise payable to each employee as holiday pay for each of the twelve (12) recognized holidays provided for by Section 6.5, Holiday Compensation, of this agreement. The total deduction of \$600.00 shall be made over 24 pay periods at the rate of \$25.00 per paycheck. Upon retirement ~~the~~ an employee's ~~may elect to deposit their~~ sick leave buy out shall be contributed into the PEHP at a rate of \$1.00 for every hour of accrued unused sick leave into this plan for retiree health insurance. Local 1263, IAFF (hereinafter referred to as the "Union") represents and warrants to the Village that neither the PEHP, nor the

Declaration of Trust for the PEHP is subject to the Federal Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, including the Multiemployer Pension Plan Amendments Act of 1980 to ERISA. The Union further represents that the PEHP and the Trust Agreement constitute a Voluntary Employees' Beneficiary Association (VEBA) within the meaning of Section 501(c)(9) of the Internal Revenue Code as amended.

## **ARTICLE XII** **RULES AND REGULATIONS**

**12.1 RULES AND REGULATIONS COMMITTEE.** Each duty shift will act as a Rules and Regulations Subcommittee. These Subcommittees may review the existing Fire Department rules and regulations and, may make recommendations as to changes. Any such recommended changes shall be submitted to the Fire Chief for his review and consideration.

**12.2 NEW RULES.** New or revised rules, regulations or standing orders of the Fire Department having the effect of changing a rule, regulation or standing order may be established from time to time by the Employer. Any such new or revised rule(s), regulation(s) or standing order(s) shall be posted. Absent an emergency, before any new or revised rule, regulation or standing order becomes effective or enforceable; the Employer shall submit it to the Rules and Regulations Subcommittees. Within 15 days of such submittal, the Subcommittees shall meet to consider the new or revised rule, regulation or standing order. The Subcommittees may make recommendations regarding the proposed new or revised rule, regulation or standing order to the Fire Chief. Any such recommendations must be made in writing and submitted to the Fire Chief within 30 days of its submittal to the Subcommittees. Absent an emergency, no new or revised rule, regulation or standing order shall become effective prior to 30 days from its delivery to the Subcommittees. Subsequent to the 30-day period, the Fire Chief may enforce the new or revised rule, regulation or standing order as originally proposed or as amended based upon any Subcommittees recommendations, provided, however, that no such new or revised rule, regulation or standing order may be in direct conflict with any express provision of this collective bargaining agreement. Nothing herein shall change the general principle of work/obey now, grieve later, provided that the health and safety of the employee is not placed at substantial risk, nor is anything herein intended to alter any obligation the parties may have under law to bargain as to any proposed change in a condition of employment.

**12.3 SMOKING/TOBACCO USE.** All employees are strongly encouraged to quit smoking. Smoking regulations will be consistent with the provisions of the Illinois Clean Indoor Air Act. Smoking is not allowed in Village buildings or while riding in Village-owned vehicles. The use of tobacco products of any type (chew, snuff, etc) is not allowed in any Fire Department building or while riding in Village owned vehicles.

## **ARTICLE XIII** **GENERAL PROVISIONS**

**13.1 BULLETIN BOARDS.** The Village will provide the Union with space on available bulletin boards, not used for notices to the general public, for the purpose of posting official Union notices. No defamatory, political or offensive material may be placed on any bulletin board.

**13.2 BILL OF RIGHTS.** All members of the bargaining unit are entitled to the rights provided by the 50 ICLS 745-1 (commonly known as the Fireman's Disciplinary Act) provided, however, that this clause shall have no effect if said Act is repealed or declared invalid.

**13.3 SAFETY BONUS.** Firefighters shall be eligible for the Safety Bonus on the same basis as may from time to time be applicable to all other eligible Village employees.

**13.4 COMMUNICABLE DISEASE PROGRAM.** The Village agrees to provide voluntary baseline testing for Hepatitis B and HIV at the request of an employee, the Village will provide the employee with customary inoculation or immunization for Hepatitis B.

**13.5 DISTRIBUTION OF CONTRACT.** The Village shall distribute a copy of this contract and all of the side letters, and side agreements to all current members of the Union. In addition, the Village will provide a copy of this Agreement to all new members hired during the term of this contract, as part of their employee information packet.

**13.6 INSPECTION OF PERSONNEL FILE AND DISCIPLINE.** Upon appropriate written request to the Fire Chief, an employee may inspect his/her personnel file, subject to the following:

- 1) Within seven (7) working days an inspection shall occur during the normal working hours, at a time and in a manner that is mutually acceptable to the employee and the Fire Chief.
- 2) An employee who has a grievance on file may have a representative of the Union present during this inspection. Employees may have a Union representative present during all file reviews at their discretion.
- 3) Copies of the materials in an employee's personnel file shall be provided to the employee upon request.
- 4) Employees shall be limited to reviewing their personnel files to no more than four (4) requested times per year.
- 5) Employees shall be notified when a formal written warning is placed in their personnel files. Upon request, an employee shall be provided a copy of this formal warning. An employee may file a written rebuttal in his/her personnel file concerning any material in the file.

**13.7 PHYSICAL FITNESS PROGRAM.** It is the goal of both parties to have a healthy and fit fire department. Both parties recognize that voluntary physical exercise is a benefit to the Village and the firefighter. To that end, and to encourage this voluntary physical activity and stress reduction, the Village agrees to make Village recreational facilities available to the employee and his/her family on the same basis as such facilities are from time to time made available to all other Village employees at no cost to the employee. The parties have agreed in principle upon a physical fitness plan.

**13.7.1 DAILY PHYSICAL ACTIVITY.** With the exception of where it interferes with emergency responses and training activities, members will be hereby compelled to complete a minimum of one-half hour and a maximum of one hour of approved physical activity to promote their overall fitness between 0700 hours and 2200 hours. Any activity to be performed to meet this criteria, will be conducted at fire department facilities unless otherwise approved by the fire department.

**13.7.2 SCHEDULING PHYSICAL FITNESS TIME.** In order to accomplish the goal of increased physical fitness, the department will make available time within the workday for this physical fitness period and suitable clean-up time. Such time will be made available as long as no special activities are scheduled and the other shift members can continue the daily routine work. Work schedule permitting, no supervisor shall unduly prevent members from performing this physical fitness activity within the workday.

**13.7.3 MEMBER PARTICIPATION.** In as much as this type of activity is mutually beneficial to all parties, the members agree to complete this activity outside of the normal workday hours should circumstances beyond the control of the supervisor prevent its completion within work hours. No member will be compelled to complete daily physical activity between 2200 hours and 0700 hours. This does not preclude any member from voluntarily completing this activity during this time frame. Members will participate in this mutually beneficial activity for a minimum of one-half hour per duty day, unless prevented from doing so by emergency responses, other departmental duties, or a verifiable medical condition or problem.

**13.8 VILLAGE RECREATIONAL FACILITIES.** Union employees and their families will be given free access/utilization of Village owned recreational facilities in accordance with the policy established for all other village employees and articulated in the Village Personnel Manual.

**ARTICLE XIV**  
**ASSESSMENT PRACTICES**

**14.1 GENERAL.** It is the goal of both parties to have personnel of the Fire Department grow in skills, whenever possible. In order to accomplish this goal, an employee assessment program will be instituted. This program will include meetings between supervisory personnel and individual members of the department to discuss issues related to job descriptions, skills, training, job satisfaction and job performance.

This program will appraise and advise the employer and employee of an individual's relative performance over the course of the assessment period. It will further allow the parties to track changes and/or potential changes in this performance over the course of time.

**14.2 FORMAT/FORMS.** The parties agree to utilize the format and forms as used in the 2003 Lieutenant promotional process (Appendix E). The format forms and instructions for these assessments will be provided to all the employees prior to the initial assessment period. Employees will be provided with new copies of the assessment form(s) any time there are proposed updates or changes.

The employee will be assessed during routine evaluations by their immediate supervisor, within the period designated by the Fire Administrator (normally January and July). At the discretion of the department head, the employee may also be assessed by any of the higher-ranking supervisors. Employees will be notified in advance if this is to occur.

**14.3 SUPERVISOR/SUBORDINATE ASSESSMENT.** From time to time the department head or administrative staff may ask subordinate employees to assess their supervisors using the same format and forms. This assessment will follow the identical procedures as detailed within Section 14 of the agreement.

**14.4 EMPLOYEE REVIEW AND REBUTTAL.** Once the assessment has been completed, the employee will review the assessment with said supervisor(s). At this point the employee will have the opportunity to attach comments or rebuttal to the assessment.

Once the review process is complete, the employee and the supervisor will sign off on the assessment and present it to the administration for review and filing. Should the employee desire, they may seek permission from their supervisor(s) to meet with administration and express their position on the particular evaluation, following the appropriate chain of command.

**14.5 RESULTS OF ASSESSMENT.** This process is intended to provide information as to the employee's relative performance. It should also identify any problem areas or areas where the employee is performing above average for recognition purposes. Except in cases of habitual substandard performance, this evaluation is not intended to be used as the basis for or in determining the employee's suitability for step increases.

**ARTICLE XV**  
**SAVINGS CLAUSE**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful.

**ARTICLE XVI**  
**COMPLETE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term as to all terms and conditions covered in this Agreement. Any amendments to this Agreement must be mutually agreed to and set forth in writing.

**ARTICLE XVII**  
**DURATION**

**17.1 DURATION OF AGREEMENT.** This Agreement shall be effective as of July 1, 2007, and shall remain in full force and effect until June 30, 2010. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than ninety (90) nor more than one hundred and twenty (120) days prior to the expiration date that it desires to terminate, modify or change this Agreement. If such notice is given, negotiations shall begin no later than thirty (30) days from the date of the notice and shall continue for a period of not less than forty-five (45) days. The resolution of any bargaining impasse shall be in accordance with the provisions of the Illinois Public Labor Relations Act.

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IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**UNION**

**VILLAGE**

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**APPENDIX A  
SALARY SCHEDULES**

**FIREFIGHTER/PARAMEDIC PAY SCHEDULE (4%)**

**2007/2008**

	<b>A Probation</b>	<b>B over 12 months</b>	<b>C over 24 months</b>	<b>D over 36 months</b>	<b>E over 48 months</b>	<b>F over 96 months</b>
<b>040</b>	<b>44,694</b>	<b>49,459</b>	<b>53,463</b>	<b>57,614</b>	<b>61,733</b>	<b>64,702</b>

**FIREFIGHTER/PARAMEDIC PAY SCHEDULE (4%)**

**2008/2009**

	<b>A Probation</b>	<b>B over 12 months</b>	<b>C over 24 months</b>	<b>D over 36 months</b>	<b>E over 48 months</b>	<b>F over 96 months</b>
<b>040</b>	<b>46,482</b>	<b>51,438</b>	<b>55,602</b>	<b>59,918</b>	<b>64,202</b>	<b>67,290</b>

**FIREFIGHTER/PARAMEDIC PAY SCHEDULE (4%)**

**2009/2010**

	<b>A Probation</b>	<b>B over 12 months</b>	<b>C over 24 months</b>	<b>D over 36 months</b>	<b>E over 48 months</b>	<b>F over 96 months</b>
<b>040</b>	<b>48,341</b>	<b>53,495</b>	<b>57,826</b>	<b>62,315</b>	<b>66,770</b>	<b>69,981</b>

**FIREFIGHTER PAY SCHEDULE (4%)**

**2007/2008**

	<b>A Probation</b>	<b>B over 12 months</b>	<b>C over 24 months</b>	<b>D over 36 months</b>	<b>E over 48 months</b>	<b>F over 96 months</b>
<b>045</b>	<b>41,729</b>	<b>46,493</b>	<b>50,500</b>	<b>54,650</b>	<b>58,768</b>	<b>61,738</b>

**FIREFIGHTER PAY SCHEDULE (4%)**

**2008/2009**

	<b>A Probation</b>	<b>B over 12 months</b>	<b>C over 24 months</b>	<b>D over 36 months</b>	<b>E over 48 months</b>	<b>F over 96 months</b>
<b>045</b>	<b>43,398</b>	<b>48,353</b>	<b>52,520</b>	<b>56,836</b>	<b>61,119</b>	<b>64,207</b>

**FIREFIGHTER PAY SCHEDULE (4%)**

**2009/2010**

	<b>A Probation</b>	<b>B over 12 months</b>	<b>C over 24 months</b>	<b>D over 36 months</b>	<b>E over 48 months</b>	<b>F over 96 months</b>
<b>045</b>	<b>45,134</b>	<b>50,287</b>	<b>54,621</b>	<b>59,109</b>	<b>63,564</b>	<b>66,775</b>

**LIEUTENANT/PARAMEDIC PAY SCHEDULE (4%)**

**2007/2008**

	<b>1 0-12 months</b>	<b>2 13-24 months</b>	<b>3 25 + months</b>
<b>039</b>	<b>71,560</b>	<b>74,275</b>	<b>77,092</b>

**LIEUTENANT/PARAMEDIC PAY SCHEDULE (4%)**

**2008/2009**

	<b>1 0-12 months</b>	<b>2 13-24 months</b>	<b>3 25 + months</b>
<b>039</b>	<b>74,423</b>	<b>77,246</b>	<b>80,176</b>

**LIEUTENANT/PARAMEDIC PAY SCHEDULE (4%)**

**2009/2010**

	<b>1</b>	<b>2</b>	<b>3</b>
	<b>0-12 months</b>	<b>13-24 months</b>	<b>25 + months</b>
<b>039</b>	<b>77,400</b>	<b>80,336</b>	<b>83,383</b>

**LIEUTENANT PAY SCHEDULE (4%)**

**2007/2008**

	<b>1 0-12 months</b>	<b>2 13-24 months</b>	<b>3 25 + months</b>
<b>038</b>	<b>68,681</b>	<b>71,398</b>	<b>74,215</b>

**LIEUTENANT PAY SCHEDULE (4%)**

**2008/2009**

	<b>1 0-12 months</b>	<b>2 13-24 months</b>	<b>3 25 + months</b>
<b>038</b>	<b>71,428</b>	<b>74,254</b>	<b>77,184</b>

**LIEUTENANT PAY SCHEDULE (4%)**

**2009/2010**

	<b>1 0-12 months</b>	<b>2 13-24 months</b>	<b>3 25 + months</b>
<b>038</b>	<b>74,285</b>	<b>77,224</b>	<b>80,271</b>

## APPENDIX B

### EMPLOYER PARTICIPATION AGREEMENT FOR THE POST EMPLOYMENT HEALTH PLAN FOR COLLECTIVELY BARGAINED PUBLIC EMPLOYEES

EMPLOYER PARTICIPATION AGREEMENT, effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between the undersigned employer (the "Employer") and Nationwide Retirement Solutions (NRS), as the Administrator (the "Administrator") of the Post Employment Health Plan for Collectively Bargained Public Employees (the "Plan").

#### WITNESSETH:

WHEREAS, the Employer is a State or a political subdivision thereof, or an agency or instrumentality of any of the foregoing; and

WHEREAS, the Plan provides post-retirement reimbursement of qualifying medical care expenses for the benefit of government employees and their dependents; and

WHEREAS, pursuant to a collective bargaining agreement (attached hereto as Exhibit B) with the International Association of Firefighters Local 1263 (the "Local Union"), the Employer has agreed to make contributions pursuant to the Plan for work performed by its employees covered by said collective bargaining agreement ("Contributions"); and

WHEREAS, the Contributions will be held in trust by the LaSalle National Bank, or its successor, as Trustee (the "Trustee") of the Trust for the Post Employment Health Plan For Collectively Bargained Public Employees (the "Trust") for the exclusive benefit of plan participants and their qualified dependents; and

WHEREAS, the Plan gives authority to the Administrator to accept on behalf of the Plan an Employer for participation in the Plan; and

WHEREAS, the Administrator is willing to accept the Employer as an Employer under the Plan upon the terms and conditions herein set forth.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the Employer and the Administrator hereby agree as follows:

- 1) By execution of this Participation Agreement, the Employer adopts and agrees to be bound by all of the terms and provisions of the Plan and the Agreement and Declaration of Trust for the Plan assets (the "Trust Agreement") effective February 20, 1991 and such subsequent amendments which are adopted as provided in the Trust Agreement. The Employer agrees to be bound by all actions taken by the Administrator and the Trustee pursuant to the powers granted them by the Plan and Trust Agreement.
- 2) By execution of this Participation Agreement with the Employer, the Administrator accepts the Employer for participation in the Plan. The Trust Agreement and the Plan adopted by the Employer (and other participating employers) as in effect from time to

time, shall fully apply to the Employer and its employees accepted for participation in the Plan.

- 3) This Participation Agreement does not authorize the Plan to bind the Employer in any manner inconsistent with the terms of its collective bargaining agreement and the Trust Agreement. This provision shall not preclude the Administrator or Trustee from enforcing any rights which are provided as a matter of law in favor of the Plan, its participants and beneficiaries or the Trustee.
- 4) This Participation Agreement shall cover only those categories of employment for which the present collective bargaining agreement between the Employer and the Local Union requires Contributions to the Plan. Any other categories of employment shall require specific acceptance by the Administrator to be covered under the Plan.
- 5) Subject to Section 8 of this Agreement, this Agreement shall remain in effect during the term of any collective bargaining agreement between the Employer and the Local Union, during any extensions or renewals thereof and during any period the Employer continues to make Contributions provided that if any negotiated change in the collective bargaining agreement requiring Contributions to the Plan is made, such change must be submitted to the Administrator for acceptance prior to its becoming effective and binding on the Administrator. The Administrator, however, reserves the right to terminate the Employer's participation in the Plan:
  - (a) should the Employer fail to make Contributions to the Plan;
  - (b) if at any time the Employer's collective bargaining agreement is modified in a manner which affects the operation or administration of the Plan in a manner which is unacceptable to the Administrator or Trustee; or
  - (c) as otherwise provided in the Plan or Trust Agreement.
- 6) The commencement and continuation of the Employer's participation in the Plan is contingent upon such commencement or continuation of participation not impairing the attainment, or retention, of the tax exempt status of the Trust under Section 501(c) (9) of the Internal Revenue Code of 1986, as amended.
- 7) The Employer shall pay Contributions to the Plan required by its collective bargaining agreement in effect with the Local Union, from time to time, for each employee in a category for whom a Contribution is required pursuant to its collective bargaining agreement with the Local Union. All Contributions shall be due and payable to the Trustee or such other lockbox designated by the Administrator from time to time and maintained by the Trustee. With each Contribution to the Plan, the Employer will provide the Administrator with a Contribution Summary Sheet (or similar Report) which shall list the employees for whom contributions are made, their social security numbers, names and whether the contributions are for health care premiums or unreimbursed health care expenses and the amounts to be allocated on behalf of each such employee. The Administrator or its designee shall record the Contribution and reconcile the Employer's Contribution Summary Sheet or other Report. The Administrator shall instruct the Trustee to transfer the Contributions in good order from the lockbox to the Trust investment account upon completion of such recording and reconciliation. Contributions shall not accrue income or share in investment gains or losses while they are in the lockbox prior to the transfer to the Trust investment account.

The Employer understands that failure to make payments in a timely manner may result in sanctions permitted by law, as well as the termination of its participation in the Plan, as provided in rules established from time to time by the Administrator.

On request, the Administrator shall provide the Local Union a copy of the Contribution Summary Sheet (or similar Report) for Participants represented by the Local Union and shall notify the Local Union of the amounts received on behalf of those Participants at

the request of the Union. The Administrator and Trustee may assume that Contributions paid over to the lockbox by participating Employers are correct. Any responsibility relating to enforcement of the contribution obligation pursuant to the collective bargaining agreement and this Participation Agreement shall rest solely with the Local Union.

- 8) The Employer (and the Local Union through the collective bargaining agreement) hereby appoint, and approve of, NRS to provide claims payment services and to act as the Administrator for the Plan. The Employer further agrees that the Administrator's compensation for its services shall be based on the schedule attached hereto as "Exhibit A". The Administrator's fee shall remain fixed for the duration of the collective bargaining agreement unless the Employer and Administrator, upon mutual agreement, adjust the Administrator's fees during the term of the collective bargaining agreement. Upon the expiration of the collective bargaining agreement, the Administrator may adjust its fee. If the Employer does not approve a revised fee schedule, then the Administrator shall charge the fee based on the schedule approved by a majority of the employers employing a majority of Participants participating under the Plan.
- 9) In addition to the fees to the Administrator, the Administrator shall have the authority to pay from the Trust any additional fees for legal services, Trustee expenses and other Plan related fees and expenses reasonably determined by the Administrator to be necessary for the Plan's and Trust's operation.
- 10) The Employer and the Local Union (through the collective bargaining agreement) hereby appoint, and approve of, LaSalle National Bank to act as the Trustee of the Plan and trust, and hereby ratify the terms of the Trust Agreement entered into between employees' representatives (i.e. the Professional Firefighters of Wisconsin, the Illinois Professional Firefighters Association, and the Wisconsin Professional Police Association) and the Trustee, a copy of which has been provided to the Employer.
- 11) The Employer (and its covered employees through its Advisory Committee Representative) hereby appoint and approve of Nationwide Advisory Services, Inc. to act as investment manager for the Trust's assets and the utilization of a group variable annuity for investment of the Employer's contributions. The Employer acknowledges that it has received and reviewed the informational brochure for the annuity. It is understood and agreed that part of the arrangement between NRS as Administrator and product provider Nationwide Life Insurance Co. includes commissions.
- 12) No waiver of any default in performance on the part of the Administrator or the Employer or any breach or series of breaches of any of the terms of this Agreement shall constitute a waiver of any subsequent breach. Resort to any remedies referred to herein shall not be construed as a waiver or any other rights and remedies to which the Administrator is entitled under the Agreement or otherwise.
- 13) Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed without the invalid portion.
- 14) The Employer shall indemnify and hold the Administrator harmless for and against all losses, damages, liabilities or expenses (including, but not limited to, reasonable attorney's fees and litigation expenses) which the Administrator may incur as a result of claims based upon any breach by the Employer, its affiliates, agents or employees of any provisions of this Agreement, the Plan document or related items that are within their reasonable control.
- 15) The Administrator shall indemnify and hold the Employer harmless for and against all losses, damages, liabilities or expenses (including, but not limited to, reasonable attorney's fees and litigation expenses) which the Employer may incur as a result of

claims based upon any breach by the Administrator, its affiliates, agents or employees of any provisions of this Agreement, the Plan document or related items that are within their reasonable control.

- 16) As a condition precedent to any right of action hereunder, in the event of any dispute or difference of opinion hereafter arising with respect to this Agreement, it is hereby mutually agreed that such dispute or difference of opinion shall be submitted to arbitration, in accordance with the Commercial Rules of Arbitration of the American Arbitration Association, except as otherwise provided in this arbitration provision. One arbiter shall be chosen by Employer, the other by NRS, and an umpire shall be chosen by the two arbiters before they enter upon arbitration. In the event that either party should fail to choose an arbiter within (30) days following a written request by the other party to do so, the requesting party may choose two arbiters who shall in turn choose an umpire before entering upon arbitration. If the two arbiters fail on the selection of an umpire within (30) days following their appointment, each arbiter shall name three nominees, of whom the other shall decline two, and the decision shall be made by drawing lots.
- 17) This agreement shall be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Illinois. The parties consent to the jurisdiction of any Local, State or Federal Court located within Illinois.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be executed on its behalf by a duly authorized officer, and a duly authorized representative of NRS executed this Agreement on behalf of the Administrator.

	_____	(Entity Name)
_____, 20__	By: _____	
Date		Entity Signature
_____, 20__	By: _____	
Date		NRS Representative Nationwide Retirement Solutions, Inc. (NRS as Administrator)

**"Exhibit A"**

**FEE SCHEDULE**

Administrative Charge:

<u>Annual Ongoing Contributions - Per Employee</u>	<u>Annual Employee Administrative Fee - Per Employee</u>
\$120 - \$299	\$25
\$300 - \$399	\$15
\$400 - \$499	\$10
\$500 - \$599	\$ 5
\$600 +	\$ 0

An annual account administration charge per participant shall be charged to each participant's account on the "anniversary date". The "anniversary date" is the date which is one year after the date the initial contribution is invested in the participant's account, and each succeeding anniversary of such date.

## **APPENDIX C=**

### **SIDE LETTER AGREEMENT RE PROMOTIONS FOR THE POSITION OF LIEUTENANT**

The undersigned parties agree that promotion to the position of Lieutenant shall be conducted in accordance with the same evaluation criteria, weights and procedures as were employed for the last promotional examination unless the parties mutually agree to modify them. In such event, the following procedures shall be employed to develop any new criteria, weight or procedure:

- A. Prior to the commencement of a Lieutenant promotional process, the criteria to be utilized will be discussed between the Board of Fire and Police Commissioners, the Fire Chief, the Assistant to the Village Manager and representation of the bargaining unit.
- B. In the absence of agreement, a mutually selected third party consultant will be retained, by the Village, to recommend promotional criteria and component weights. Subsequent to the consultation report, the aforementioned group will develop recommended promotional criteria. If the group cannot agree as to promotional criteria, then the same criteria as were applied for the previous promotional test shall be employed.
- C. Thirty days prior to the beginning of a promotional process, a schedule of the dates of each segment of the process will be established in a written form and posted. Within 14 days of the posting date all eligible personnel who wish to participate, shall notify the Fire Chief in writing.
- D. At the inception of the testing process, evaluation criteria and component examination weights will be established in writing and disseminated to all candidates.
- E. At the conclusion of each step of the promotional process, written feedback regarding scoring, ranking and advancement will be given, confidentially, to each candidate.
- F. All eligible candidates for the promotion to Lieutenant status will, if they so desire, be allowed to complete each step of the process.

Any dispute concerning compliance with these procedures shall be resolved in accordance with the grievance procedure (Article X) of the parties' contract.

## **APPENDIX D**

### **SIDE LETTER AGREEMENT RE PARAMEDIC SENIORITY REDUCTION**

It is the goal of both parties to provide advance life support services to the citizens it serves. Both parties recognize the extreme benefits and the greater possibility to save lives of the patients they treat by providing advance life support. To that end the parties agree to provide a reduction in assigned ride time to the paramedics providing these services on the first response ambulance. The following schedule will be based on the seniority within each shift with the following conditions:

- 1) The lieutenant shall be scheduled to ride zero (0) shifts per year
- 2) The senior firefighter/paramedic shall ride twelve (12) shifts per year.
- 3) The second senior firefighter/paramedic shall ride twelve (12) shifts per year.
- 4) The third senior firefighter/paramedic shall ride thirty-six (36) shifts per year
- 5) The fourth senior firefighter/paramedic shall ride thirty-six (36) shifts per year
- 6) The fifth senior firefighter/paramedic shall ride sixty (60) shifts per year
- 7) The sixth senior firefighter/paramedic shall ride eighty-four (84) shifts per year
- 8) Any anomalies within this system will be absorbed and scheduled by the shift.
- 9) In the event there is a shift staffing reduction for any reason, any assigned ride times for that shift will be divided equally among all shift paramedics.
- 10) This change in ride-scheduling will remain cost neutral to the Village. Any additional continuing education hours required due to reduced ride scheduling will either be accomplished when sufficient staffing allows it to occur on duty, or on the paramedics own time without overtime compensation.

It is the responsibility of each shift to formulate a schedule to cover the assigned shifts on the ambulance rotation. The village will strive to continue the balance of seniority already established within each shift. At such time the village decides to increase the EMS services that are provided the parties shall meet to review this procedure and make necessary changes.

## APPENDIX E

### ASSESSMENT FORMS

#### VILLAGE OF PARK FOREST – FIRE DEPARTMENT EMPLOYEE JOB PERFORMANCE APPRAISAL

EMPLOYEE:	LAST EVALUATION:
POSITION:	PERIOD OF EVALUATION: from: _____ to: _____

10 – 9: Excellent – Superior job performance. Greatly exceeds normal requirements  
 8 – 7: Highly Satisfactory – Above average job performance. Generally exceeds normal requirements.  
 6 - 5: Satisfactory – Average job performance. Adequately meets normal requirements.  
 4 – 3: Improvement needed – Below average job performance. Occasionally fails to meet normal requirements & needs improvement.  
 2 – 1: Unsatisfactory – Unacceptable job performance. Consistently fails to meet minimum requirements. Major improvements required.

QUALITY OF WORK	10-9	8-7	6-5	4-3	2-1	REMARKS
Accuracy of work						
Care of equipment & tools						
Reliability of workmanship						
Legibility & completeness of paperwork						
<b>Total</b>						

QUANTITY OF WORK	10-9	8-7	6-5	4-3	2-1	REMARKS
On work performed by the employee						
On work supervised by the employee						
On new or unfamiliar work						
Compared to co-workers						
Efficient use of resources						
Job planning, time management						
Work outside of normal routine						
<b>Total</b>						

INTERPERSONAL RELATIONS	10-9	8-7	6-5	4-3	2-1	REMARKS
With fellow employees						
With supervisors and management						
With the public						
With patients/victims						
<b>Total</b>						

ATTENDANCE AND PUNCTUALITY	10-9	8-7	6-5	4-3	2-1	REMARKS
Attendance						
Reports for work on time						
Begins work on time						
Observes established break limitations						
<b>Total</b>						

ADAPTABILITY	10-9	8-7	6-5	4-3	2-1	REMARKS
Willingness to accept change						
Open mind towards new/improved ideas/methods						
Willing to accept other Dept work, outside of normal routine						
Emergency responses						
Handles new situations with ease						
Learning speed						
<b>Total</b>						

JOB KNOWLEDGE AND SKILLS	10-9	8-7	6-5	4-3	2-1	REMARKS
Follows accepted work practices with minimal supervision						
Knows capacity and capabilities of equipment						
Has technical knowledge to perform						
Applies job knowledge to new work						
Stays abreast of new work procedures						
Applies best possible methods to work						
<b>Total</b>						

INITIATIVE & DESIRE TO OBTAIN GOALS	10-9	8-7	6-5	4-3	2-1	REMARKS
Suggestion and development of new ideas						
Passes on the job knowledge to new employees						
Attempts to absolve problems within realm of authority						
Reports problems & potential solutions						
Willingness to use extra effort						
<b>Total</b>						

VILLAGE OF PARK FOREST – FIRE DEPARTMENT  
EMPLOYEE JOB PERFORMANCE APPRAISAL

EMPLOYEE:
POSITION:

SAFETY HABITS	10-9	8-7	6-5	4-3	2-1	REMARKS
Attention to safety of self & others						
Follows work safety rules & procedures						
Recognizes & reports unsafe work conditions						
Overall accident record						
Keeps work area clean & orderly						
Uses appropriate safety equipment						
Accepts personal responsibility for safety						
<b>Total</b>						

JUDGEMENT/LEADERSHIP	10-9	8-7	6-5	4-3	2-1	REMARKS
Reasons logically under non-emergency conditions						
Interprets facts objectively						
Maintains confidential information						
Can positively direct employees						
Maintains effective leadership role						
<b>Total</b>						

TEMPERMENT	10-9	8-7	6-5	4-3	2-1	REMARKS
Withstands pressures of job without losing control						
Remains calm in non-emergency conditions						
Articulates well in front of others						
<b>Total</b>						

INTERACTION WITH POC EMPLOYEES	10-9	8-7	6-5	4-3	2-1	REMARKS
Respect for POC officers						
Ability to work with POC officers						
Ability to work with POC personnel						
Support for POC operations						
General interaction with POC's						
<b>Total</b>						

APPEARANCE/PROFESSIONAL IMAGE	10-9	8-7	6-5	4-3	2-1	REMARKS
Reports to work in proper uniform						
Uniform is neat & clean						
Replaces uniforms when they show wear						
Consistently well-groomed						
Overall level of physical fitness						
Overall professional demeanor						
<b>Total</b>						

FIRE SUPPRESSION/RESCUE SKILLS	10-9	8-7	6-5	4-3	2-1	REMARKS
Keeps informed of modern tactics/skills						
Performs duties in accordance with SOP's						
Remains calm in emergency situations						
Thinks logically in emergency situations						
Uses sound judgement in emergency situations						
Quality of reports						
<b>Total</b>						

EMS SKILLS	10-9	8-7	6-5	4-3	2-1	REMARKS
Keeps informed of current EMS practices						
Performs EMS duties in accordance with SMO's						
Remains calm in emergency situations						
Thinks logically in emergency situations						
Uses sound judgement in emergency situations						
Displays good patient relation skills						
Quality of Reports						
<b>Total</b>						

Additional Remarks:
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VILLAGE OF PARK FOREST – FIRE DEPARTMENT  
**EMPLOYEE JOB PERFORMANCE APPRAISAL**

EMPLOYEE:	
POSITION:	

QUALITY OF WORK	
QUANTITY OF WORK	
INTERPERSONAL RELATIONS	
ATTENDANCE & PUNCTUALITY	
ADAPTABILITY	
JOB KNOWLEDGE & SKILLS	
INITIATIVE & DESIRE TO OBTAIN GOALS	
SAFETY HABITS	
JUDGEMENT	
TEMPERMENT	
INTERACTION WITH P.O.C. EMPLOYEES	
APPEARANCE/PROFESSIONAL IMAGE	
FIRE SUPPRESSION/RESCUE SKILLS	
EMS SKILLS	

<b><u>TOTAL NUMBER VALUE</u></b>	
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Additional Remarks:

## **APPENDIX F**

### **SIDE LETTER OF AGREEMENT ACTING LIEUTENANT**

Both parties recognize the value in providing future officer candidates with an opportunity to serve in an acting capacity prior to the time they might actually be promoted. It is further recognized that changing the methodology in how the current assignment is made currently would create a potential adverse impact on those fulfilling the acting Lieutenant role. To that end the parties agree that the proposed change in language regarding the selection of who will serve as acting Lieutenant prospectively will not be implemented until the expiration date on the eligibility list of February 9, 2007 to February 9, 2010. This will allow all members the opportunity to participate in the Lieutenant's promotional process.

In the absence of a Lieutenant, the employee designated to act for the Lieutenant in charge of the shift shall be:

- 1) Senior shift member on the current promotion eligibility list with at least five years of seniority.
- 2) Senior shift member that has completed the approved training objectives with at least ten years of seniority.
- 3) Senior firefighter with at least ten years of seniority.

## **APPENDIX G**

### **SIDE LETTER OF AGREEMENT RE-OPENER FOR PROMOTIONS**

Both parties agree that the Union may reopen Appendix C titled Promotions at the end of the current Lieutenants Eligibility List (2009). At that time the Union may reopen this agreement for the purpose of negotiating as to the subject of promotions and modifying the terms of Appendix C of this agreement. The Village and the Union shall negotiate for a period of up to 60 days or longer if mutually agreed. If the Village and the Union fail to reach agreement during such reopener negotiations, then either the Village or the Union may seek to have their dispute resolved in accordance with Section 14 of the Illinois Labor Relations Act, except that the tripartite panel shall be waived and the panel of arbitrators shall be requested from FMCS and shall consist of seven (7) members of the NAA who reside in Illinois, Wisconsin or Indiana. The Union may exercise the provisions of this reopener once during the term of this Agreement and only during the period starting six months prior to the date of the expiration of the current Lieutenant Eligibility List.

## **AGENDA BRIEFING**

**DATE:** February 6, 2008

**TO:** Mayor Ostenburg  
Board of Trustees

**FROM:** Hildy L. Kingma, AICP  
Director of Economic Development and Planning

**RE:** An Ordinance Granting Approval of a PUD Overlay for the Victoria Place, Phase Two Subdivision

### **BACKGROUND/DISCUSSION:**

Bigelow Homes has submitted plans for the development of Phase Two of the Victoria Place development, also known as Legacy Square. Their application includes a preliminary plat (to be considered in a separate agenda item on the Board Rules agenda of February 4), a planned unit development (PUD), and preliminary engineering plans for the public improvements (for review and approval by Village Staff). Phase Two will be developed on 8.332 acres currently used for the former Marshall Fields building and associated parking for that building, Village Hall, and the Cultural Arts building.

The PUD Overlay that is proposed for Phase Two includes many of the same features that are present in Phase One of this development. However, there are also some unique elements, such as the introduction of public alleys to provide access to each of the homes built in this new phase. A detailed description of the proposed development can be found in the attached Staff memo to the Plan Commission.

The Plan Commission conducted a public hearing and deliberated on this request at their meeting on January 15, 2008. The attached Ordinance to approve the requested PUD Overlay reflects the Plan Commission's recommendation.

Note that the Village Staff is also working with Bigelow Homes to negotiate a redevelopment agreement for Phase Two that will allow the Phase Two subdivision to be completed. We expect this agreement will be presented to the Board within the next couple of months.

The attached Ordinance has been reviewed by the Village Attorney.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the agenda of the Regular meeting of February 11, 2008 for final reading.

## MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Vernita Wickliffe-Lewis, Chair  
Park Forest Plan Commission

DATE: January 23, 2008

RE: Recommendation and Findings Regarding a Request to Approve the Planned Unit Development Overlay for the Victoria Place, Phase Two Subdivision

On January 15, 2008, the Plan Commission conducted a public hearing and considered a request to approve the Planned Unit Development (PUD) Overlay for the Victoria Place, Phase Two, Subdivision. This request was submitted by Bigelow Homes, the developer/builder for Victoria Place (also known as Legacy Square).

After conducting the public hearing, the Plan Commission voted unanimously to recommend approval of the requested PUD Overlay. This approval includes the complete set of plans within the package labeled "PUD Site Plan", including Exhibits 1 through 5. It also includes the following specific PUD Overlay standards. Note that any conditions recommended by the Plan Commission are incorporated as relevant to each specific PUD Overlay standard.

Victoria Place, Phase Two PUD Overlay standards:

- The underlying zoning of this PUD Overlay district will remain C-2, Commercial, but the land uses and design standards within the R-2A, Multiple Family zoning district will control the development within this district.
- Public alleys will be permitted based on the following conditions:
  - The alleys will be a minimum of 22 feet in right-of-way width and 20 feet in pavement width. Garage setbacks off the alleys will be 1.5 feet from the right-of-way and a minimum of 2.5 feet from the edge of pavement.
  - Minimum 1.5 foot setbacks will be platted on all alleys for the garages, with a six (6) foot setback on the north property line of Lot 3 and a five (5) foot setback on the north property line of Lots 7 and 8.
  - All alleys will be posted with signs or pavement marking noting "no parking fire lanes" and the Police Department will be authorized to ticket vehicles parking in the fire lane.
  - The only parking permitted on the alleys will be in the designated visitor parking (labeled as "off public street parking") shown on the PUD Site Plan.
  - All alleys will be certified by the Village's consulting engineer to meet the turning radius for fire apparatus.
- The maximum floor area ratios, minimum lot area per dwelling unit, and minimum open space ratios specified on Exhibit 3 of the PUD Site Plan are approved in this PUD Overlay district.
- Accessory dwelling units (ADU) may be constructed on up to 10 dwelling units in the subdivision, with the following stipulations:
  - The ADU will not require a separate permit or utility services.

- The ADU will be separated from the main dwelling unit by a one (1) hour rated wall.
  - The ADU may be rented.
- A total of 18 live/work units may be constructed on Lots 1 and 2 along Main Street, with the following stipulations:
  - The commercial uses allowed within the “work” space would include any uses allowed by the home occupation provisions of Section 18-43 (c) of the Zoning Ordinance, as well as the sale of commodities such as antiques, clothing, and other similar merchandise.
  - Uses prohibited in the live/work units would include those uses that would be specifically prohibited by the DownTown covenants, as listed on the exhibit to the ordinance.
  - The live/work units will be constructed consistent with Village codes, specifically CABO 1 and 2 Family Dwelling Code or the BOCA basic Code Use Group R3.
  - The home occupation may occupy the entire first floor of the unit, with the exception of the garage.
  - No more than two (2) persons at a time, other than members of the family residing on the premises, shall be engaged in assisting the occupation.
  - The dwelling unit may only be owner-occupied, but the work unit may be leased.
  - The home occupation may have a sign in the window or a sign hung perpendicular to the front of the residence on the front wall of the residence no more than four (4) square feet in size.
  - The courtyard/patio area behind the public walk may be used to display product when the door to the home occupation is unlocked.
  - Traffic is expected to be generated by these units, and patrons of the home occupation shall be permitted to park off-street in the downtown shared parking lots.
- A total of 163 public parking spaces are appropriate based on the parking standards established by the DownTown covenants.
- All homes along Indianwood Boulevard are required to have windows along the side elevation that faces Indianwood Boulevard, and at least two of these homes must have wrap-around porches.
- Section 118-198 of the Zoning Ordinance, which requires a minimum of ten (10) acres for each PUD overlay district, is waived.

The Plan Commission’s recommendation acknowledged that there are three technical revisions that remain to be made to the plans. These technical revisions, which will be made after all approvals are final, include the following:

- Attach a list of all approved PUD Standards to a cover sheet of the PUD Site Plan.
- Change the name of “Mykell Lane” as its pronunciation is too similar to “Michael Road”, which is an existing street name.
- Any minor changes which are necessary based on the Village Engineer’s review of the preliminary engineering plans for the public improvements.

## PLAN COMMISSION MEMO

TO: Plan Commission

FROM: Hildy L. Kingma, AICP  
Director of Economic Development and Planning

DATE: January 8, 2008

RE: NEW BUSINESS – Plan Commission Meeting of January 15, 2008  
PUBLIC HEARING  
Consideration of a Planned Unit Development Overlay District for Victoria Place,  
Phase Two

### Introduction

Bigelow Homes has submitted plans for the development of Phase Two of the Victoria Place development, also known as Legacy Square. Their application includes a preliminary plat (to be considered in a separate agenda item), a planned unit development, and preliminary engineering plans for the public improvements (for review and approval by Village Staff). Phase Two will be developed on 8.332 acres currently used for the former Marshall Fields building and associated parking for that building, Village Hall, and the Cultural Arts building. Consideration of the planned unit development (PUD) for Victoria Place, Phase Two is based on the attached materials labeled “Victory Place Phase 2 PUD Site Plan”. All graphics and data within this set of material constitute the formal submittal.

As required by the Zoning Ordinance for consideration of a PUD overlay district, notice of this public hearing was published in the Park Forest edition of the *Southtown/Star Newspaper* on December 30, 2007. Also as required by the Zoning Ordinance, this notice was sent, via certified mail return receipt requested, to all property owners within 250 feet of the property. As of the completion of this memo, receipts had been returned from 32 of the surrounding 52 property owners.

In June and July 2006 the Plan Commission reviewed a Concept Plan for this development and provided feedback to the developer regarding that plan (see Exhibit 1). The planned unit development (PUD) currently under review is substantially consistent with that Concept Plan. Where there are differences from the Concept Plan, they are largely due to the need to make adjustments to address public safety and welfare concerns raised by Village Staff.

The original Victoria Place subdivision (marketed as Legacy Square) was initially approved in 1998 as a PUD. The PUD process created a unique zoning overlay district for the subdivision that allowed the project to be designed and developed largely in the manner that exists today. In 2005 Bigelow Homes requested and gained approval of some minor modifications to the original PUD overlay in order to allow for their unique housing product. The design of this residential development was created to be consistent with guidelines established by the adopted Master Plan for Redevelopment of Downtown Park Forest, including “more intense residential development, improved accessibility for pedestrians, bicycles and vehicles and well landscaped public spaces.” The need for dense housing in the downtown area was confirmed by the 2003 Technical

Assistance Panel conducted by the Urban Land Institute (ULI). In the report that resulted from the ULI's work, they stated that "additional housing 'is critical to increasing the vibrancy' of the area". The property that is included in the Phase Two development was one of the areas the ULI targeted for additional housing because it would help "to absorb some of the excess parking that some folks feel has a blighting effect" on the downtown.

Based on the Park Forest Zoning Ordinance a planned unit development allows for the creation of unique standards for the use of land within the development. Some of these unique standards may provide for a variety of housing types or land uses, greater residential densities, appropriate common open space, and alternative setbacks between buildings. In addition, the Zoning Ordinance recognizes that due to the uniqueness of each PUD plan it may be necessary to modify or waive specifications for public improvements, such as utilities, streets, and sidewalks (Section 118-200).

#### Basic Description of the Development

- This development includes 59 single family homes and 18 live/work units on an 8.332 acre parcel. This results in a density of nine dwelling units per acre, consistent with the development density of Phase One.
- The same house models that are offered in Phase One will be offered in Phase Two. These include the live/work units, which are 1,760 square feet in size, and seven single family models ranging in size from 1,160 square feet to 1,728 square feet. These sizes are for the living area only, exclusive of garages. One of the homes to be offered in both phases is designed with a first floor master bedroom suite, therefore allowing for barrier free living for those prospective residents who need this option.
- Garage sizes range from 383 square feet to 425 square feet. The Building Department reports that most garages in the Village have been built in the range of 400 square feet, as that was the maximum size permitted until 1996.
- The residential portion of the development conforms to the Village's parking standard by providing two parking spaces per dwelling unit. These parking spaces are provided within the garage of each home. In addition, 56 designated private guest parking spaces will be provided outside the public parking lot, including 20 in the single family area and 36 in the live/work area. The Redevelopment Agreement will include provisions for allowing the homeowners to park in the public parking lot during evenings and weekends with some type of parking pass.
- The design of the development includes public alleys, wherein the front of the homes will face an interior, landscaped courtyard and the garages will be accessed along the alley.
- The plan provides for a building for storage of equipment needed for events that take place on Village Green, and public restrooms. This building is located adjacent to and west of Village Hall and is approximately 1,400 square feet in size.
- The existing Village monument sign at the corner of Orchard Drive and Main Street will remain in place.
- Based on the 77 homes proposed, the estimate of bedroom sizes shown on the PUD Site Plan, and the dedication of 0.44 acres in the expanded Village Green, the park land improvement fee and fee in-lieu of dedication totals \$95,229.80. The Recreation and Parks Department will determine the design of the expanded Village Green and the use of the fee in-lieu of dedication will be negotiated within the Redevelopment Agreement.

- An integral part of the private open space within the development is provided within the courtyards between the front entrances of the homes. Three “gathering areas” will be provided within these courtyards, consisting of bench seating, landscaping and lighting.
- Unlike Phase One, individual lots are not platted for each home. However, similar to Phase One, the individual homes will be sold on a metes and bounds description that includes the home and the private open space.
- The former Marshall Fields building will be demolished by the Village in spring 2008 in order to allow for this development to proceed, and accommodations are made within the Victoria Place, Phase Two development for public parking for visitors and employees within Village Hall and the Cultural Arts building.
- The public parking will be reconfigured to allow for 163 parking spaces to accommodate visitors and employees in Village Hall and the Cultural Arts building.

#### Victoria Place, Phase Two PUD Design Standards

The unique design elements of this development are described in this section. Approval of this PUD Site Plan and the associated preliminary plat will constitute approval of the PUD zoning district overlay for this development, thereby creating a unique zoning district applicable only to this project.

Underlying Zoning - This development is located within the C-2, Commercial zoning district. Consistent with the development of Phase One, this underlying zoning district will remain in place. However, the land uses and design standards within the R-2A, Multiple Family zoning district, will control the development of the Victoria Place, Phase Two subdivision.

Alleys - Approval of this PUD will constitute a waiver of Section 94-6 (d) of the Subdivision Ordinance, which prohibits alleys. It is in the best interests of the residents of the PUD, and not inconsistent with the interests of the entire Village to permit this modification to the Subdivision Ordinance. To require the alleys to be owned and maintained by the homeowners’ association would put an undue burden on those homeowners, and would be inconsistent with the services typically provided by a municipality. The public alleys will serve as the direct route to each of the homes within this subdivision and therefore it would be the residents’ expectation that they would be publicly maintained. Support of a PUD standard to allow for public alleys is based on the following conditions:

- The alleys will be a minimum of 22 feet in right-of-way width and 20 feet in pavement width. Garage setbacks off the alleys will be 1.5 feet from the right-of-way and a minimum of 2.5 feet from the edge of pavement.
- Minimum 1.5 foot setbacks will be platted on all alleys for the garages, with a six foot setback on the north property line of Lot 3 and a five foot setback on the north property line of Lots 7 and 8.
- All alleys will be posted with signs or pavement marking noting “no parking fire lanes” and the Police Department will be authorized to ticket vehicles parking in the fire lane.
- The only parking permitted on the alleys will be in the designated visitor parking (labeled as “off public street parking”) shown on the PUD Site Plan.
- All alleys will be certified by the Village’s consulting engineer to meet the turning radius for fire apparatus.

Density/Intensity of Development - The R-2A, Multifamily zoning district is intended for development of not more than 17 dwelling units per acre. The proposed Victoria Place, Phase Two development will be developed at approximately nine dwelling units per acre, consistent with the development in Phase One. Therefore, it is well within the density limits of the zoning standards intended for this PUD district. However, there are other measures of density that need to be addressed. These include floor area ratio, minimum lot area/dwelling unit, and open space ratio. See Exhibit 3 of the PUD Site Plan for the data related to this discussion.

- Section 118-135 of the Zoning Ordinance establishes a maximum floor area ratio (FAR) of 0.5 for the R-2A Multifamily zoning district. The FAR on each lot within Phase Two ranges from 0.89 to 2.2, thereby exceeding the maximum in each case.
- Section 118-136 of the Zoning Ordinance establishes a minimum lot area per dwelling unit by type of dwelling. Because the R-2A zoning district is intended for multifamily development, there is no standard for single family dwellings. However, the row house standard requires a minimum of 2,500 square feet per dwelling unit. Lots 1, 2, 6 and 7 do not conform to this standard with average lot areas ranging from 2,250 to 2,496 square feet.
- Section 118-138 of the Zoning Ordinance establishes a minimum open space ratio of 0.9 for the R-2A Multifamily zoning district. All of the single family lots conform to this standard. Lots 1 and 2, the live/work lots, are less than this standard, at 0.61 and 0.59 respectively.

As noted previously, the Master Plan for the Downtown Redevelopment and the ULI Technical Assistance Panel both called for high density development in the Downtown in order to support the commercial uses. The density of development is appropriate for the Downtown because of the ability of the residents to walk to many of the amenities that are typically desired for residential development, including shopping, public services, library, and recreation. Further, this development is contributing 0.44 acres to expand the public open space in the Village Green, and this open space is immediately adjacent to the live/work dwellings. As provided in Section 118-198 of the Zoning Ordinance, the increased density of development in this PUD is appropriate because of its location in the Downtown, the ability to provide for increased efficiency of public services, the increase in the public open space provided by this development, and the relationship between this residential development and the increased viability of the Downtown commercial development.

Accessory Dwelling Units (ADUs) - Consistent with the development in Phase One, accessory dwelling units will be permitted in Phase Two. Bigelow Homes notes that an ADU provides a means to “allow extended families to live under one roof, promote extended ownership, and raise a home’s assessed value.” An ADU is a 600 square foot living space built above the garage, including a separate entrance, kitchen, bathroom, bedroom and living room area. An ADU is not counted or considered as a separate dwelling unit and does not require separate permits or utility services. The ADU is separated from the main house by a one hour fire wall. While the covenants will state that the single family homes must remain owner-occupied, the ADU may be rented. This would allow for the situation where the ADU was originally constructed for a grandparent or adult child. But at the point at which the original ADU occupant moved on to a different living situation, the ADU could be rented. This is not considered as a potential detriment to the neighborhood because, as noted above, the ADU will essentially be part of the main living space and the owner occupants of the main living space are more likely to closely

monitor the occupant(s) of the ADU. No more than 10 ADUs will be permitted in Phase Two due to the minimum amount of guest parking available in this development.

Live/Work Units – The live/work units are a unique feature of the Victoria Place development which add to the connection between the residential neighborhood and the commercial DownTown. A total of 19 live/work units will be built in Phase Two. These units are intended to provide approximately 500 square feet of “work” space on the first floor, with the living space located on the second floor of the unit. Access to the living unit can be gained either from the work space or from the outside. The unique characteristics of these units that would be permitted by this PUD include the following:

- The commercial uses allowed within the “work” space would include any uses allowed by the home occupation provisions of Section 18-43 (c) of the Zoning Ordinance, as well as the sale of commodities such as antiques, clothing, and other similar merchandise.
- Uses prohibited in the live/work units would include those uses that are specifically prohibited by the Downtown Covenants, as listed on Exhibit 2.
- The live/work units will be constructed consistent with Village codes, specifically CABO 1 and 2 Family Dwelling Code or the BOCA Basic Code Use Group R3.
- The home occupation may occupy the entire first floor of the unit, with the exception of the garage.
- No more than two (2) persons at a time, other than members of the family residing on the premises, shall be engaged in assisting the occupation.
- The dwelling unit may only be owner-occupied, but the work unit may be leased.
- The home occupation may have a sign in the window or a sign hung perpendicular to the front of the residence on the front wall of the residence no more than four (4) square feet in size.
- The courtyard/patio area behind the public walk may be used to display product when the door to the home occupation is unlocked.
- Traffic is expected to be generated by these units, and patrons of the home occupation shall be permitted to park off-street in the Downtown shared parking lots.

Public Parking – The PUD Site Plan shows a total of 163 public parking spaces provided for the use of visitors and employees to Village Hall and the Cultural Arts Building. The Declaration of Covenants, Conditions, Restrictions and Easements for DownTown Park Forest was recorded in 1998 and controls the use of property within the DownTown. Among the restrictions established by these DownTown Covenants is a requirement to provide three parking spaces for each 1,000 square feet of floor area in the buildings “immediately adjacent” to the parking areas. Normally, the parking standards established by the Village’s Zoning Ordinance would control parking requirements for a private development. However, given that the Village of Park Forest is a majority property owner in the DownTown, and these Covenants were established by the Village, it seems reasonable to consider the parking standards established by the Covenants as the controlling standards. Based on the requirement of three parking spaces per 1,000 square feet of floor area, Village Hall and the Cultural Arts Building (total of 49,958 square feet) require a total of 150 parking spaces. A significant portion of the square footage included within both of these buildings accommodates uses (the Illinois Theatre Center and the Board Room in Village Hall) that primarily generate evening, off the peak traffic. Therefore, on any given day the actual demand for parking ins likely to be much less. Staff has documented this by

monitoring the use of the parking lots south of Village Hall and the Cultural Arts Building since August 2007. The number of cars parked in these areas has been counted at all hours of the work day, including days when outside organizations were using the Village Hall Board Room, on days of major DownTown events, and on weekend evenings when events were being held at the Illinois Theatre Center and Tall Grass Gallery. The most cars parked in these lots on a work day was 78 and on weekend evenings was 55. The only time the cars parked exceeded the proposed number of parking spaces was on the weekend of the Park Forest Art Fair. On that Saturday, there were 175 cars parked. Based on all of this input and analysis, it is reasonable to assume that the 163 parking spaces provided by the proposed PUD Site Plan will be sufficient to meet the needs of the visitors and employees in both buildings.

Streetscape on Indianwood Boulevard – In order to ensure a varied streetscape along Indianwood Boulevard, Staff recommends a PUD standard that requires all homes along this street to have windows along the side elevation that faces Indianwood Boulevard, and at least two of the homes to have wrap-around porches.

Size of PUD – Section 118-198 of the Zoning Ordinance requires a minimum of 10 acres for each PUD overlay district. While Victoria Place, Phase Two is 8.332 acres, when considered as a total development with Phase One, its total size increases to 15.3056 acres. Therefore, this development is consistent with the intent of the planned unit development procedures and standards established by the Ordinance, even though Phase Two does not conform to the minimum size requirement.

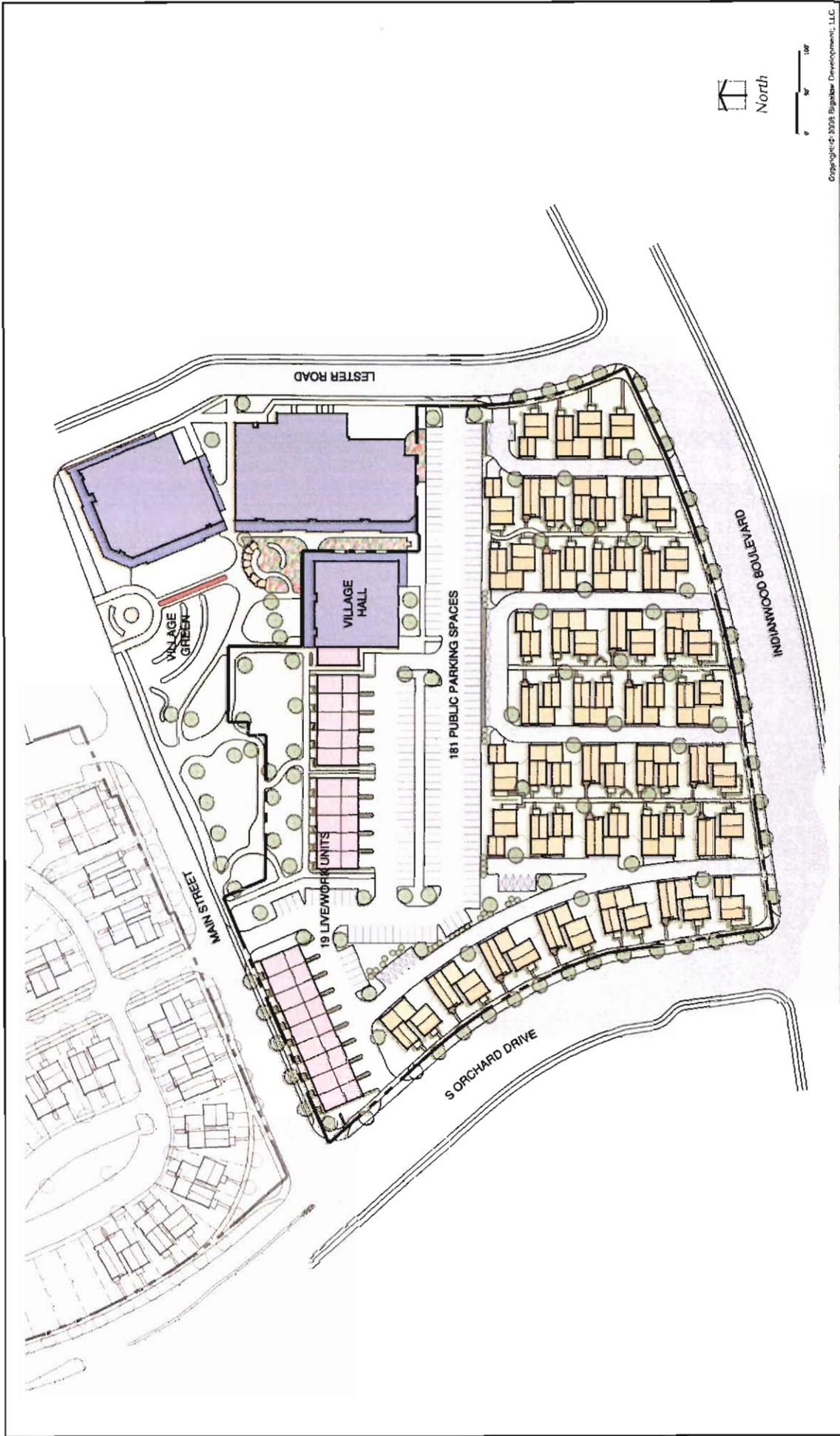
#### Technical Revisions Necessary

Village Staff has worked closely with Bigelow Homes to review drafts of this PUD Site Plan and ensure that it conforms to the technical standards of the Village's Zoning and Subdivision Ordinances. Review has been conducted by staff from the Planning, Public Works, Building, Recreation and Parks, Fire, and Police Departments. While nearly all of the technical issues have been addressed, several items remain. These are listed below and should be considered a condition to the approval of this PUD Site Plan.

- Attach a list of all approved PUD Standards to a cover sheet of the PUD Site Plan.
- Change the name of "Mykell Lane" as its pronunciation is too similar to "Michael Road", which is an existing street name.
- Any minor changes which are necessary based on the Village Engineer's review of the preliminary engineering plans for the public improvements.

Plan Commission Action: After conducting the public hearing, the Plan Commission is asked to consider approval of the PUD Site Plan for Victoria Place, Phase Two, including each of the specific PUD standards, and make a recommendation to the Board of Trustees on this request.

**EXHIBIT 1**  
**CONCEPT PLAN**  
**JUNE 2006**



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6-12-06

Concept Plan

S ORCHARD DRIVE & INDIANWOOD BOULEVARD

Bigelow Development, LLC  
 680 Serendipity Drive Aurora, Illinois 60504

## **EXHIBIT 2**

### **LIST OF LAND USES PROHIBITED IN THE LIVE/WORK DWELLING UNITS**

1. Any use which is a public or private nuisance
2. Any use which produces noise or sound that is objectionable due to intermittence, high frequency, shrillness or loudness
3. Any use which produces obnoxious odors
4. Any use which produces noxious, toxic, caustic or corrosive material or gas
5. Any use which produces dust, dirt or fly ash in excessive quantities
6. Any use which produces fire, explosion or other damaging or dangerous hazard (including the storage, display or sale of explosives or fireworks)
7. Any warehouse as a primary use
8. Primary use for any assembling, manufacturing, industrial, distilling, refining, smelting, agriculture or mining operation
9. A dry cleaning plant
10. Living quarters, sleeping apartment or lodging rooms but not including hotels or motels
11. Any massage parlor, strip show or business primarily selling, renting or promoting "adult" materials, including, without limitation, magazines, books, movies, videos, and photographs
12. Any mortuary, funeral home, crematorium, cemetery or similar facility
13. Pawn shops
14. Any flea market
15. Any permanent carnival, amusement park or circus
16. Any gas station or car wash
17. Auto repair and maintenance
18. Any facility for the sale of new or used four wheel motor vehicles, trailers or mobile homes

**ORDINANCE NO.**

**AN ORDINANCE GRANTING APPROVAL OF A  
PLANNED UNIT DEVELOPMENT OVERLAY FOR THE  
VICTORIA PLACE, PHASE TWO SUBDIVISION  
IN THE VILLAGE OF PARK FOREST,  
COOK AND WILL COUNTIES, ILLINOIS**

---

**WHEREAS**, on November 28, 2005, the Village Board of Trustees of the Village of Park Forest approved Resolution No. R-05-42a authorizing the Execution of a Redevelopment Agreement between Victoria Place LLC and the Village of Park Forest; and

**WHEREAS**, the approved Redevelopment Agreement granted Victoria Place LLC (Bigelow Homes) the option to acquire and redevelop Phase Two of the Victoria Place project subject to certain performance requirements; and

**WHEREAS**, Bigelow Homes (the Developer) has satisfied the performance requirements for development of Phase Two of the Victoria Place project; and

**WHEREAS**, the Developer has submitted a petition for approval of a Planned Unit Development (PUD) Overlay to enable construction of the Victoria Place, Phase Two Subdivision; and

**WHEREAS**, on January 15, 2008, the Plan Commission of the Village of Park Forest conducted a public hearing on the petition of the Developer to approve a PUD Overlay on the property currently platted as Downtown Park Forest, Unit 2, Lots 4A, 9, 13, and 14, and to be known as Victoria Place, Phase Two Subdivision, and more particularly described in Exhibit A; and

**WHEREAS** on December 30, 2007, notice of said public hearing was published in the Park Forest edition of *The Southtown/Star*, a newspaper of general circulation within the Village; and

**WHEREAS**, on January 15, 2008, following the public hearing, the Plan Commission unanimously voted to recommend approval of the PUD Overlay for the Victoria Place, Phase Two Subdivision; and

**WHEREAS** the Plan Commission has made its report of findings and its recommendations which are memorialized in the official minutes of said public hearing and

correspondence dated January 23, 2008, both of which are incorporated herein by reference as though fully set forth herein; and

**WHEREAS**, the Mayor and Board of Trustees have determined that approving the PUD Overlay would serve a corporate purpose and be in the best interests of the Village of Park Forest.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of the Village's home rule powers, as follows:

**SECTION 1.** The Recitals set forth above constitute a material part of this Ordinance as if set forth in their entirety in this Section 1.

**SECTION 2.** The reports and exhibits submitted at the January 15, 2008, public hearing before the Plan Commission are hereby incorporated by reference herein.

**SECTION 3.** The Plan Commission's findings and recommendations approving Developer's Petition to approve the PUD Overlay for the Victoria Place, Phase Two Subdivision are incorporated herein and approved as memorialized in the official minutes of the January 15, 2008 public hearing and correspondence from the Plan Commission dated January 23, 2008.

**SECTION 4.** A PUD Overlay is hereby granted for the property generally known as the Victoria Place, Phase Two Subdivision, and legally described in Exhibit A attached hereto.

**SECTION 5.** The PUD Overlay generally consists of the following PUD standards:

- A. The underlying zoning of this PUD Overlay district will remain C-2, Commercial, but the land uses and design standards within the R-2A, Multiple Family zoning district will control the development within this district.
- B. Public alleys will be permitted based on the following conditions:
  - a. The alleys will be a minimum of 22 feet in right-of-way width and 20 feet in pavement width. Garage setbacks off the alleys will be 1.5 feet from the right-of-way and a minimum of 2.5 feet from the edge of pavement.
  - b. Minimum 1.5 foot setbacks will be platted on all alleys for the garages, with a six (6) foot setback on the north property line of Lot 3 and a five (5) foot setback on the north property line of Lots 7 and 8.
  - c. All alleys will be posted with signs or pavement marking noting "no parking fire lanes" and the Police Department will be authorized to ticket vehicles parking in the fire lane.

- d. The only parking permitted on the alleys will be in the designated visitor parking (labeled as “off public street parking”) shown on the PUD Site Plan.
    - e. All alleys will be certified by the Village’s consulting engineer to meet the turning radius for fire apparatus.
  - C. The maximum floor area ratios, minimum lot area per dwelling unit, and minimum open space ratios specified on Exhibit 3 of the PUD Site Plan are approved in this PUD Overlay district.
  - D. Accessory dwelling units (ADU) may be constructed on up to 10 dwelling units in the subdivision, with the following stipulations:
    - a. The ADU will not require a separate permit or utility services.
    - b. The ADU will be separated from the main dwelling unit by a one (1) hour rated wall.
    - c. The ADU may be rented.
  - E. A total of 18 live/work units may be constructed on Lots 1 and 2 along Main Street, with the following stipulations:
    - a. The commercial uses allowed within the “work” space would include any uses allowed by the home occupation provisions of Section 18-43 (c) of the Zoning Ordinance, as well as the sale of commodities such as antiques, clothing, and other similar merchandise.
    - b. Uses prohibited in the live/work units would include those uses that are specifically prohibited by the DownTown covenants, as listed on Exhibit C.
    - c. The live/work units will be constructed consistent with Village codes, specifically CABO 1 and 2 Family Dwelling Code or the BOCA Basic Code Use Group R3.
    - d. The home occupation may occupy the entire first floor of the unit, with the exception of the garage.
    - e. No more than two (2) persons at a time, other than members of the family residing on the premises, shall be engaged in assisting the occupation.
    - f. The dwelling unit may only be owner-occupied, but the work unit may be leased.
    - g. The home occupation may have a sign in the window or a sign hung perpendicular to the front of the residence on the front wall of the residence no more than four (4) square feet in size.
    - h. The courtyard/patio area behind the public walk may be used to display product when the door to the home occupation is unlocked.
    - i. Traffic is expected to be generated by these units, and patrons of the home occupation shall be permitted to park off-street in the downtown shared parking lots.
  - F. A total of 163 public parking spaces are appropriate based on the parking standards established by the DownTown covenants.
  - G. All homes along Indianwood Boulevard are required to have windows along the side elevation that faces Indianwood Boulevard, and at least two of these homes must have wrap-around porches.
  - H. Section 118-198 of the Zoning Ordinance, which requires a minimum of ten (10) acres for each PUD overlay district, is waived.

**SECTION 6.** The following exhibits describing the PUD Overlay in detail are attached hereto and are fully incorporated herein:

Exhibit A: Legal description of the Victoria Place, Phase Two Subdivision

Exhibit B: Proposed Victoria Place, Phase Two PUD Site Plan, Exhibits 1.0-5.0

Exhibit C: Uses Prohibited in the DownTown

**SECTION 7.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All other ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 8.** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

**ACKNOWLEDGMENT BY PETITIONER: I AGREE TO THE CONDITIONS OF THIS ORDINANCE.**

\_\_\_\_\_  
By: Authorized Agent of Bigelow Homes/Victoria Place LLC

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

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

All of the property contained within the Downtown Park Forest, Unit 2, Subdivision, Lots 4A, 9, 13 and 14, and further described as follows:

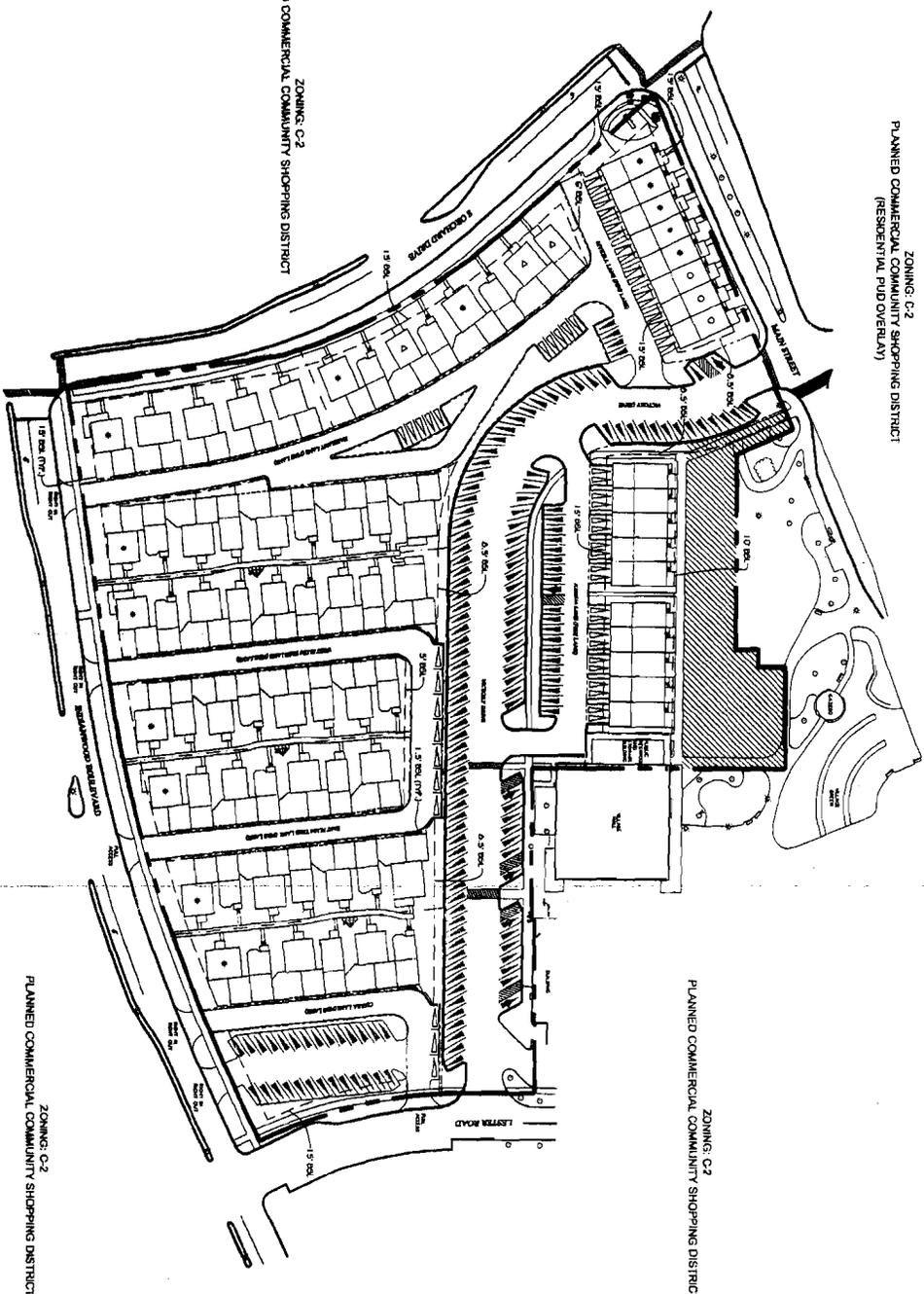
Being a subdivision of part of the Southeast Quarter of Section 25 and the Northeast Quarter of Section 36, both in Township 35 North, Range 13 East of the Third Principal Meridian, Village of Park Forest, Cook and Will Counties, Illinois

**EXHIBIT B**

**PROPOSED VICTORIA PLACE, PHASE TWO  
PUD SITE PLAN**

(see attached plan set)

ZONING: C-2  
 PLANNED COMMERCIAL COMMUNITY SHOPPING DISTRICT  
 (RESIDENTIAL PUD OVERLAY)



ZONING: R-1  
 SINGLE FAMILY RESIDENTIAL DISTRICT

ZONING: C-2  
 PLANNED COMMERCIAL COMMUNITY SHOPPING DISTRICT

\*NOTE: HOUSE LAYOUT IS FOR  
 ILLUSTRATION PURPOSES ONLY

BIGELOW DEVELOPMENT, LLC  
 14200 N. 10TH AVE. SUITE 100  
 ARIZONA, ALBUQUERQUE 87112

HENDERSON AND BODWELL  
 124 W. DOWNEY STREET, SUITE 4012  
 ALBUQUERQUE, NM 87102

VICTORIA PLACE - PHASE 2  
 PARK FOREST

PUD SITE PLAN

PRELIMINARY PLAN DATA

DATE: 01/11/11  
 DRAWN BY: J. HARRIS  
 CHECKED BY: J. HARRIS

PHASE I

NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENT
1	PLANNED COMMERCIAL COMMUNITY SHOPPING DISTRICT	1,100,000	100%
2	SINGLE FAMILY RESIDENTIAL DISTRICT	1,100,000	100%
3	PARKING	1,100,000	100%
4	STREETS	1,100,000	100%
5	LANDSCAPING	1,100,000	100%
6	UTILITIES	1,100,000	100%
7	OTHER	1,100,000	100%
TOTAL		11,000,000	100%

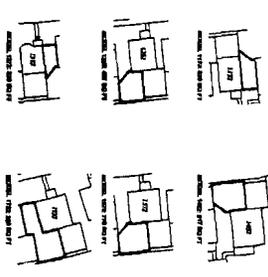
TAX PARCEL / INDEX NUMBERS

- 1. PARCEL NUMBER
- 2. INDEX NUMBER
- 3. TAX PARCEL NUMBER
- 4. INDEX NUMBER

FORCIBLE ENDEAVORMENT CAUSE

- 1. FORTIFICATION
- 2. FORTIFICATION
- 3. FORTIFICATION
- 4. FORTIFICATION

AVERAGE PRIVATE OUTDOOR SPACE SQUARE FOOTAGE



TYPICAL GARAGE SIZES

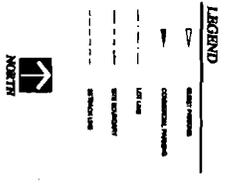
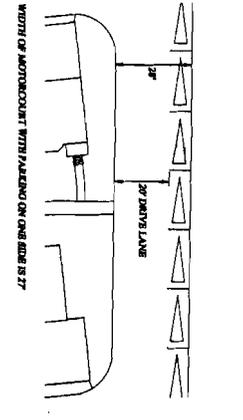
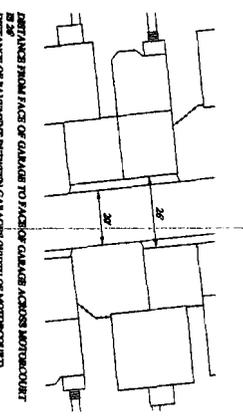
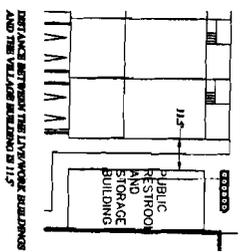
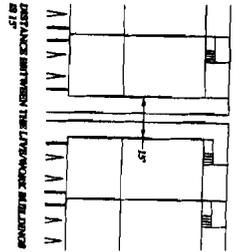
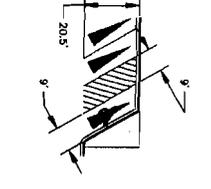
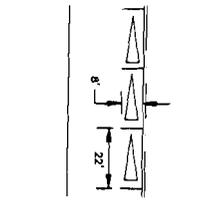
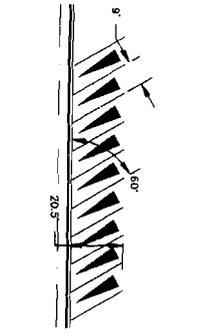
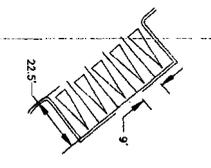
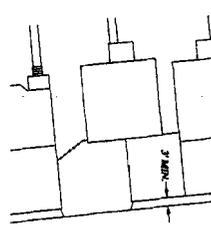
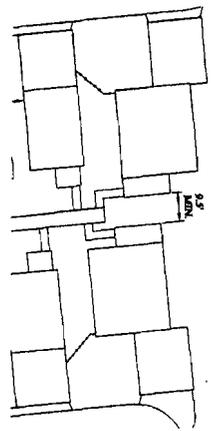
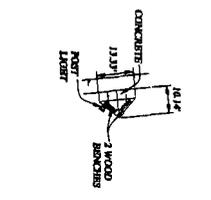
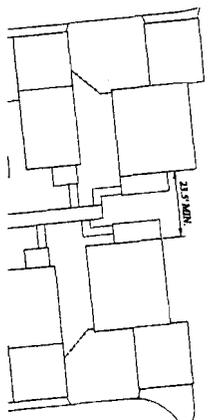
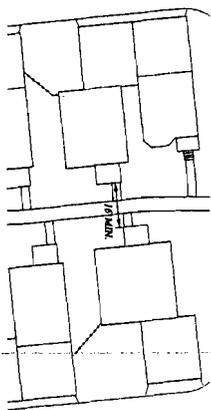
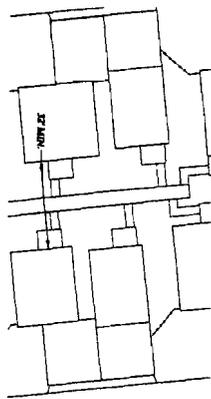
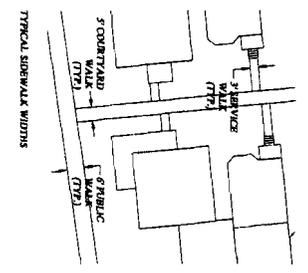
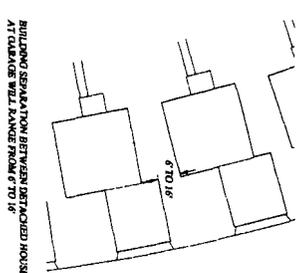
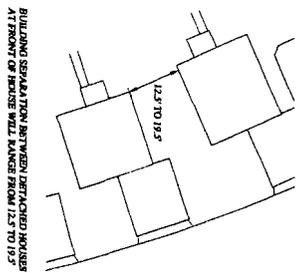
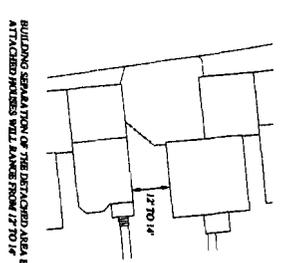
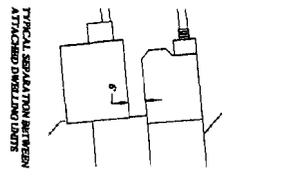
NO.	DESCRIPTION	AREA (SQ. FT.)
1	1-CAR GARAGE	100
2	2-CAR GARAGE	200
3	3-CAR GARAGE	300
4	4-CAR GARAGE	400
5	5-CAR GARAGE	500
6	6-CAR GARAGE	600
7	7-CAR GARAGE	700
8	8-CAR GARAGE	800
9	9-CAR GARAGE	900
10	10-CAR GARAGE	1000

LEGEND

- 1. PLANNED COMMERCIAL COMMUNITY SHOPPING DISTRICT
- 2. SINGLE FAMILY RESIDENTIAL DISTRICT
- 3. PARKING
- 4. STREETS
- 5. LANDSCAPING
- 6. UTILITIES
- 7. OTHER



Copyright © 2011 Bigelow Development, LLC  
 1/11/11  
 1.0



NOTE: HOUSE LAYOUT IS FOR ILLUSTRATION PURPOSES ONLY  
**BIGELOW DEVELOPMENT, LLC**  
 600 BENTLEY DRIVE  
 ALBUQUERQUE, NEW MEXICO 87102

**HENDERSON AND BOWWELL**  
 CONSULTING ENGINEERS  
 124 W. DIVISORY STREET SUITE 40135

**VICTORIA PLACE - PHASE 2**  
 PARK FOREST

**DIMENSION DETAILS**

LOT AREA PER DWELLING UNIT			
LOT	TOTAL LOT AREA	NUMBER OF DWELLING UNITS	LOT AREA PER DWELLING UNIT
1	18,316.98	8	2289.62
2	22,507.45	10	2250.75
3	20,952.36	8	2619.05
4	18,992.16	5	3798.43
5	23,470.13	9	2607.79
6	22,468.25	9	2496.47
7	18,534.97	8	2316.87
8	17,580.82	7	2511.55
9	18,388.88	7	2626.97
10	16,748.82	6	2781.47

LOT AREA PER DWELLING UNIT TOTAL LOT AREA DIVIDED BY NUMBER OF DWELLING UNITS

FLOOR AREA RATIO TABLE										
LOT	FIRST & SECOND FLOOR AREA	PORCH/DECK AREA	GARAGE AREA	AGGREGATE FLOOR AREA	TOTAL LOT AREA	GROUND FLOOR BUILDING AREA	GROUND FLOOR PORCH AREA	TOTAL GROUND FLOOR AREA	NET LAND AREA (OPEN SPACE)	FLOOR AREA RATIO (FAR) *
1	14,080.00	1,188.00	3,520.00	18,788.00	18,316.98	8,800.00	936.00	9,736.00	8,580.98	2.18
2	17,800.00	742.5	4,400.00	22,742.50	22,507.45	11,000.00	1,170.00	12,170.00	10,337.45	2.20
3	10,886.00	470.44	3,470.68	14,827.12	20,952.36	8,751.29	470.44	9,221.73	11,730.63	1.27
4	8,020.00	508.24	2,309.20	10,837.44	18,992.16	6,309.20	508.24	6,817.44	12,174.72	0.89
5	12,778.00	602.85	3,832.52	17,313.37	23,470.13	10,103.82	602.85	10,706.67	12,763.46	1.36
6	12,218.00	798.11	3,832.52	16,948.63	22,468.25	9,823.82	798.84	10,622.66	11,847.59	1.43
7	10,816.00	481.84	3,270.85	14,568.52	18,534.97	8,485.88	481.84	8,967.72	9,887.15	1.50
8	9,724.00	623.16	3,084.85	13,412.01	17,580.82	7,704.87	623.50	8,328.37	9,282.85	1.45
9	9,764.00	477.01	3,084.85	13,295.86	18,388.88	7,737.98	477.01	8,214.99	10,171.89	1.31
10	8,792.00	355.52	2,603.01	11,750.53	16,748.82	6,600.14	355.52	6,955.66	9,793.16	1.20

AGGREGATE FLOOR AREA: FIRST AND SECOND FLOOR, PORCHES, DECKS (INCLUDING GROUND LEVEL WOOD SURFACES), CARPORTS, GARAGES, ETC. IT DOES NOT INCLUDE BASEMENTS OR PARKING AREA

NET LAND AREA (OPEN SPACE): TOTAL LOT AREA MINUS TOTAL GROUND FLOOR AREA (INCLUDING FIRST FLOOR, GROUND FLOOR PORCHES AND DECKS)

FLOOR AREA RATIO (FAR): AGGREGATE FLOOR AREA DIVIDED BY NET LAND AREA (OPEN SPACE)

\* FLOOR AREA RATIO (FAR) CANNOT BE GREATER 6.5

OPEN SPACE RATIO							
LOT	FIRST & SECOND FLOOR AREA	TOTAL LOT AREA	GROUND FLOOR BUILDING AREA	GROUND FLOOR PORCH AREA	TOTAL GROUND FLOOR AREA	NET LAND AREA (OPEN SPACE)	OPEN SPACE RATIO
1	14,080.00	18,316.98	8,800.00	936.00	9,736.00	8,580.98	0.81
2	17,800.00	22,507.45	11,000.00	1,170.00	12,170.00	10,337.45	0.89
3	10,886.00	20,952.36	8,751.29	470.44	9,221.73	11,730.63	1.01
4	8,020.00	18,992.16	6,309.20	508.24	6,817.44	12,174.72	1.52
5	12,778.00	23,470.13	10,103.82	602.85	10,706.67	12,763.46	1.00
6	12,218.00	22,468.25	9,823.82	798.84	10,622.66	11,847.59	0.97
7	10,816.00	18,534.97	8,485.88	481.84	8,967.72	9,887.15	0.90
8	9,724.00	17,580.82	7,704.87	623.50	8,328.37	9,282.85	0.85
9	9,764.00	18,388.88	7,737.98	477.01	8,214.99	10,171.89	1.24
10	8,792.00	16,748.82	6,600.14	355.52	6,955.66	9,793.16	1.11

NET LAND AREA: TOTAL LOT AREA MINUS TOTAL GROUND FLOOR AREA

OPEN SPACE RATIO: NET LAND AREA (OPEN SPACE) DIVIDED BY FIRST & SECOND FLOOR AREA

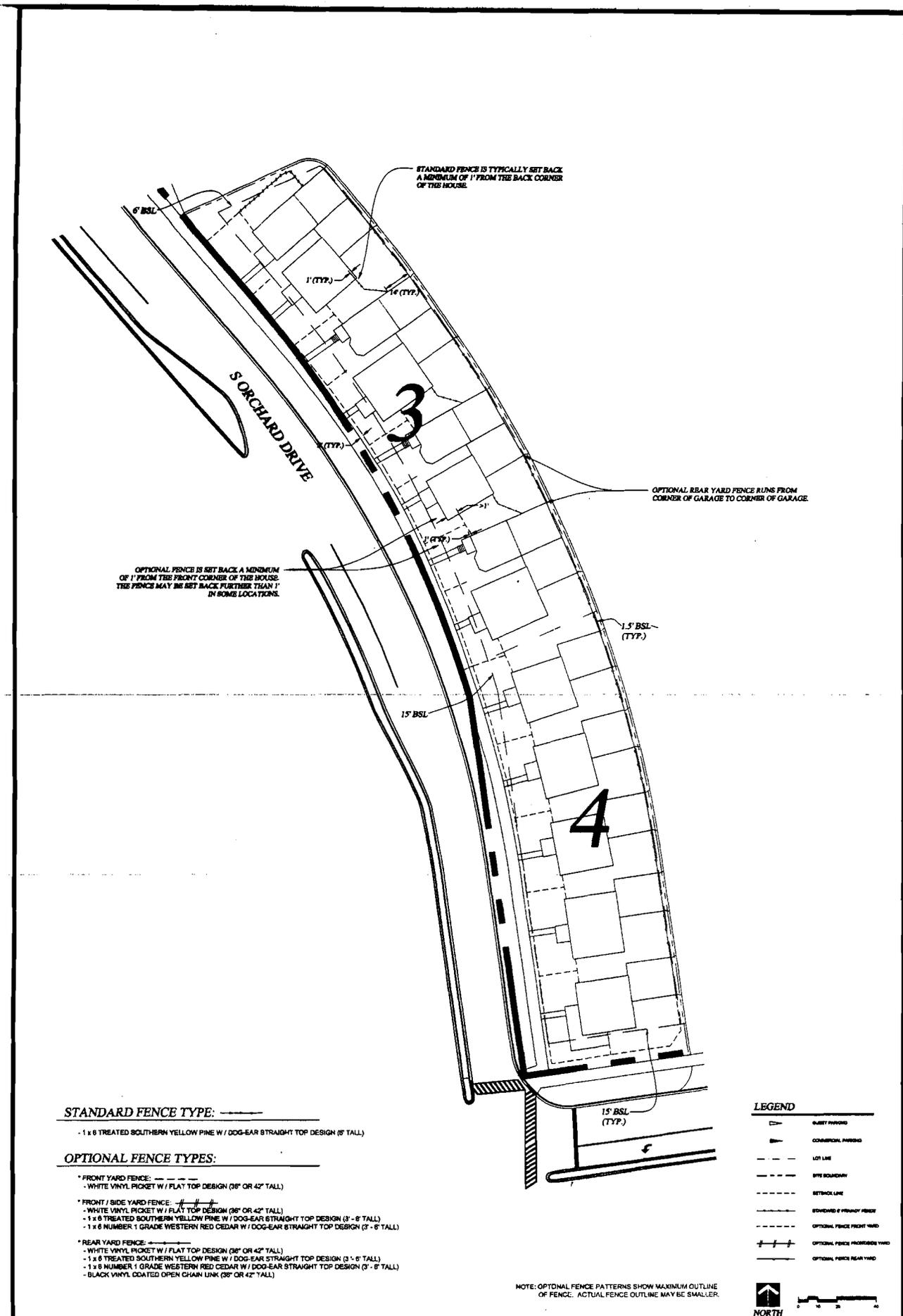
\* OPEN SPACE RATIO CANNOT BE LESS THAN 0.8











**STANDARD FENCE TYPE:** ————  
 - 1 x 6 TREATED SOUTHERN YELLOW PINE W / DOG-EAR STRAIGHT TOP DESIGN (6' TALL)

**OPTIONAL FENCE TYPES:**

**\* FRONT YARD FENCE:** - - - - -  
 - WHITE VINYL PICKET W / FLAT TOP DESIGN (36" OR 42" TALL)

**\* FRONT / SIDE YARD FENCE:** - - - - -  
 - WHITE VINYL PICKET W / FLAT TOP DESIGN (36" OR 42" TALL)  
 - 1 x 6 TREATED SOUTHERN YELLOW PINE W / DOG-EAR STRAIGHT TOP DESIGN (3' - 6' TALL)  
 - 1 x 6 NUMBER 1 GRADE WESTERN RED CEDAR W / DOG-EAR STRAIGHT TOP DESIGN (3' - 6' TALL)

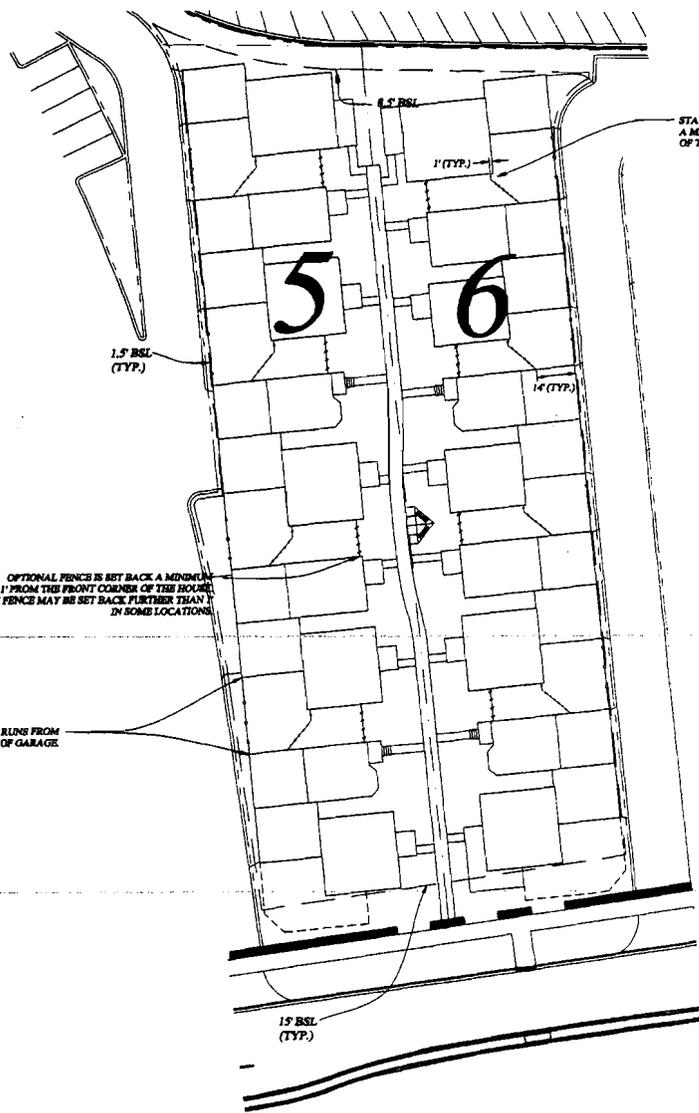
**\* REAR YARD FENCE:** - - - - -  
 - WHITE VINYL PICKET W / FLAT TOP DESIGN (36" OR 42" TALL)  
 - 1 x 6 TREATED SOUTHERN YELLOW PINE W / DOG-EAR STRAIGHT TOP DESIGN (3' - 6' TALL)  
 - 1 x 6 NUMBER 1 GRADE WESTERN RED CEDAR W / DOG-EAR STRAIGHT TOP DESIGN (3' - 6' TALL)  
 - BLACK VINYL COATED OPEN CHAIN LINK (36" OR 42" TALL)

**LEGEND**

	GUEST PARKING
	COMMERCIAL PARKING
	LOT LINE
	EASEMENT BOUNDARY
	EASEMENT LINE
	STANDARD FENCE
	OPTIONAL FENCE FRONT/SIDE
	OPTIONAL FENCE REAR YARD

NOTE: OPTIONAL FENCE PATTERNS SHOW MAXIMUM OUTLINE OF FENCE. ACTUAL FENCE OUTLINE MAY BE SMALLER.





STANDARD FENCE IS TYPICALLY SET BACK A MINIMUM OF 1' FROM THE BACK CORNER OF THE HOUSE.

OPTIONAL FENCE IS SET BACK A MINIMUM OF 1' FROM THE FRONT CORNER OF THE HOUSE. THE FENCE MAY BE SET BACK FURTHER THAN 1' IN SOME LOCATIONS.

OPTIONAL REAR YARD FENCE RUNS FROM CORNER OF GARAGE TO CORNER OF GARAGE.

1.5' BSL (TYP.)

6.5' BSL

1' (TYP.)

1' (TYP.)

15' BSL (TYP.)

**STANDARD FENCE TYPE:** ————

- 1 x 6 TREATED SOUTHERN YELLOW PINE W / DOG-EAR STRAIGHT TOP DESIGN (6' TALL)

**OPTIONAL FENCE TYPES:**

- \* FRONT YARD FENCE: - - - - -
  - WHITE VINYL PICKET W / FLAT TOP DESIGN (36" OR 42" TALL)
- \* FRONT / SIDE YARD FENCE: # # # # #
  - WHITE VINYL PICKET W / FLAT TOP DESIGN (36" OR 42" TALL)
  - 1 x 6 TREATED SOUTHERN YELLOW PINE W / DOG-EAR STRAIGHT TOP DESIGN (6' TALL)
  - 1 x 6 NUMBER 1 GRADE WESTERN RED CEDAR W / DOG-EAR STRAIGHT TOP DESIGN (6' - 8' TALL)
- \* REAR YARD FENCE: ————
  - WHITE VINYL PICKET W / FLAT TOP DESIGN (36" OR 42" TALL)
  - 1 x 6 TREATED SOUTHERN YELLOW PINE W / DOG-EAR STRAIGHT TOP DESIGN (3' - 6' TALL)
  - 1 x 6 NUMBER 1 GRADE WESTERN RED CEDAR W / DOG-EAR STRAIGHT TOP DESIGN (3' - 6' TALL)
  - BLACK VINYL COATED OPEN CHAIN LINK (36" OR 42" TALL)

**LEGEND**

- STREET PAVING
- COMMERCIAL PAVING
- - - - - LOT LINE
- - - - - SITE BOUNDARY
- - - - - SETBACK LINE
- STANDARD 6' FRONT YARD FENCE
- - - - - OPTIONAL FENCE FRONT YARD
- # # # # # OPTIONAL FENCE REAR YARD
- OPTIONAL FENCE REAR YARD

NOTE: OPTIONAL FENCE PATTERNS SHOW MAXIMUM OUTLINE OF FENCE. ACTUAL FENCE OUTLINE MAY BE SMALLER.



**STANDARD FENCE TYPE:**

- 1 x 6 TREATED SOUTHERN YELLOW PINE W / DOG-EAR STRAIGHT TOP DESIGN (6' TALL)

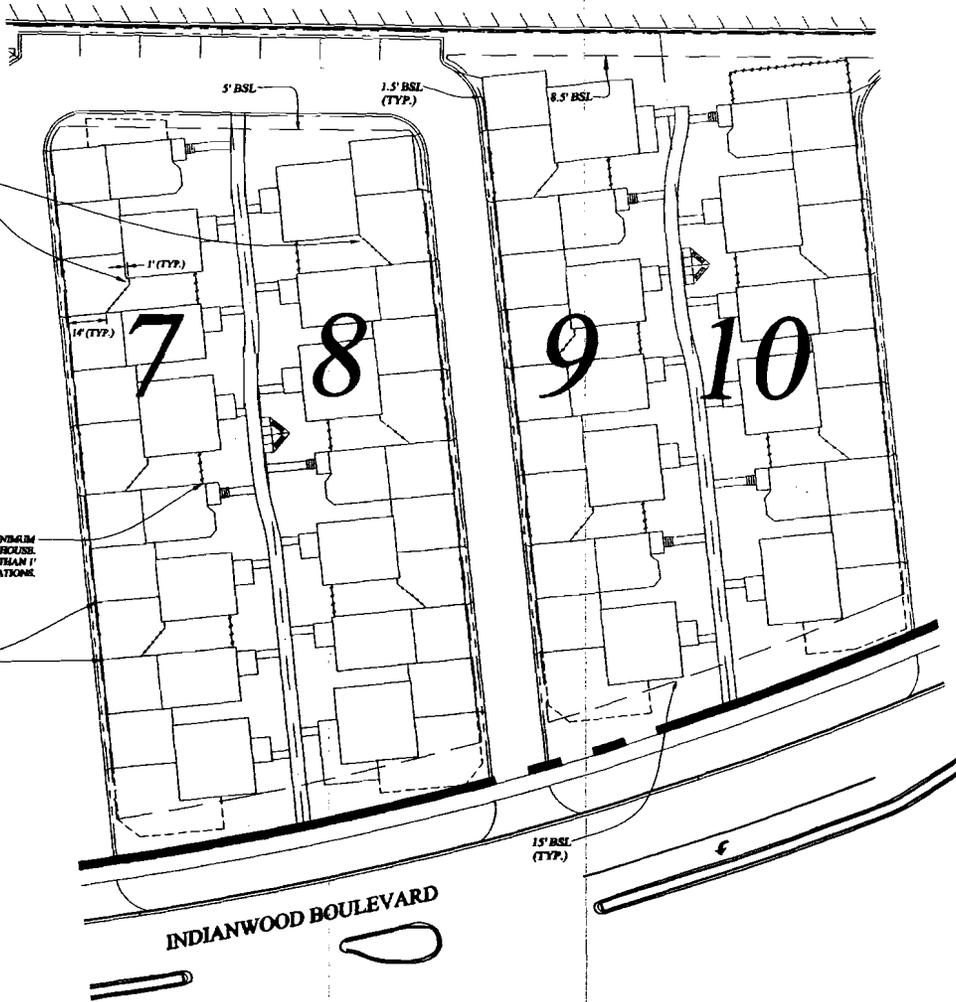
**OPTIONAL FENCE TYPES:**

- \* FRONT YARD FENCE:
  - WHITE VINYL PICKET W / FLAT TOP DESIGN (36" OR 42" TALL)
- \* FRONT / SIDE YARD FENCE:
  - WHITE VINYL PICKET W / FLAT TOP DESIGN (36" OR 42" TALL)
  - 1 x 6 TREATED SOUTHERN YELLOW PINE W / DOG-EAR STRAIGHT TOP DESIGN (3' - 6' TALL)
  - 1 x 6 NUMBER 1 GRADE WESTERN RED CEDAR W / DOG-EAR STRAIGHT TOP DESIGN (3' - 6' TALL)
- \* REAR YARD FENCE:
  - WHITE VINYL PICKET W / FLAT TOP DESIGN (36" OR 42" TALL)
  - 1 x 6 TREATED SOUTHERN YELLOW PINE W / DOG-EAR STRAIGHT TOP DESIGN (3' - 6' TALL)
  - 1 x 6 NUMBER 1 GRADE WESTERN RED CEDAR W / DOG-EAR STRAIGHT TOP DESIGN (3' - 6' TALL)
  - BLACK VINYL COATED OPEN CHAIN LINK (36" OR 42" TALL)

STANDARD FENCE IS TYPICALLY SET BACK A MINIMUM OF 1' FROM THE BACK CORNER OF THE HOUSE. THE FENCE MAY MEET THE HOUSE AT THE BACK CORNER IN SOME CASES.

OPTIONAL FENCE IS SET BACK A MINIMUM OF 1' FROM THE FRONT CORNER OF THE HOUSE. THIS FENCE MAY BE SET BACK FURTHER THAN 1' IN SOME LOCATIONS.

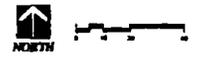
OPTIONAL REAR YARD FENCE RUNS FROM CORNER OF GARAGE TO CORNER OF GARAGE.



**LEGEND**

	STREET FRONTAGE
	COMMUTER PARKING
	LOT LINE
	SITE BOUNDARY
	EASEMENT LINE
	STANDARD FRONT YARD FENCE
	OPTIONAL FRONT YARD FENCE
	OPTIONAL FRONT SIDE YARD FENCE
	OPTIONAL FRONT REAR YARD FENCE

NOTE: OPTIONAL FENCE PATTERNS SHOW MAXIMUM OUTLINE OF FENCE. ACTUAL FENCE OUTLINE MAY BE SMALLER.



\*NOTE: HOUSE LAYOUT IS FOR ILLUSTRATION PURPOSES ONLY

This plan, report, notes and other items on this sheet are representations only and do not constitute any warranty or contract. Specific criteria for dimensions are indicated within the text of the plan.

**BIGELOW DEVELOPMENT, LLC**  
 840 SENSAPORTY DRIVE  
 AURORA, ILLINOIS 60504

**HENDERSON AND BODWELL**  
 CONSULTING ENGINEERS  
 124 W. Diversy Embury, Suite 40126

**VICTORIA PLACE - PHASE 2**  
 PARK FOREST

FENCE PLAN (LOTS 7,8,9 & 10)

DATE: 08-22-07  
 DESIGNED BY: [ ]  
 CHECKED BY: [ ]  
 EXHIBIT 5.0c

Copyright © 2007 Bigelow Development, LLC

## **EXHIBIT C**

### **USES PROHIBITED IN THE DOWNTOWN**

1. Any use which is a public or private nuisance.
2. Any use which produces noise or sound that is objectionable due to intermittence, high frequency, shrillness or loudness.
3. Any use which produces obnoxious odors.
4. Any use which produces dust, dirt or fly ash in excessive quantities.
5. Any use which produces fire, explosion or other damaging or dangerous hazard (including the storage, display or sale of explosives or fireworks).
6. Any warehouse as a primary use.
7. Primary use for any assembling, manufacturing, industrial, distilling, refining, smelting, agriculture or mining operation.
8. A dry cleaning plant.
9. Living quarters, sleeping apartment or lodging rooms, but not including hotels or motels.
10. Any massage parlor, strip show or business primarily selling, renting or promoting “adult” materials, including, without limitation, magazines, books, movies, videos, and photographs.
11. Any mortuary, funeral home, crematorium, cemetery or similar facility.
12. Pawn shops.
13. Any flea market.
14. Any permanent carnival, amusement park or circus.
15. Any gas station or car wash.
16. Auto repair and maintenance.
17. Any facility for the sale of new or used four wheel motor vehicles, trailers or mobile homes.

## AGENDA BREIFING

**DATE:** February 6, 2008

**TO:** Mayor John Ostenburg  
Board of Trustees

**FROM:** Traci Apt, Administrative Assistant  
Fire Department

**RE:** Ambulance Fee Increase

### **BACKGROUND/DISCUSSION:**

In December, 2006 the department received a letter from Andres Medical Billing indicating our billing rates for ambulance service had fallen below the Medicare allowed amounts and more importantly, that Medicare would no longer reimburse for certain items billed by the Village. This letter further recommended we increase our billing rates to continue receiving the maximum payment allowable from Medicare, Medicaid and Public Aid. Following this notification Chief Wilcox tasked me with analyzing our current ambulance fee structure and providing him with any recommended changes to the schedule based on this analysis. Detailed below is my analysis.

Currently the Village of Park Forest charges for two different levels of service; Basic Life Support (BLS) and Advanced Life Support (ALS). We also charge for mileage, oxygen, intravenous (IV) supplies and electrocardiograms (EKG). As outlined in Table 1 below, you will see there are also separate rates for services rendered to residents and non-residents. While reviewing the remainder of the document, please keep in mind these rates for service have not been increased or adjusted since September of 2003.

<b>Resident Rates</b>		<b>Non-resident Rates</b>	
BLS	\$250.00	BLS	\$400.00
ALS	\$300.00	ALS	\$500.00
Mileage	\$6.50/mile	Mileage	\$6.50/mile
Oxygen	\$30.00	Oxygen	\$30.00
IV Supplies	\$30.00	IV Supplies	\$30.00
EKG	\$60.00	EKG	\$60.00

Table 1

In performing research on this issue, I obtained a copy of the 2007 Annual Ambulance User Fee Survey completed by the Naperville Fire Department. This survey provided ambulance fee information for over 50 departments across the Chicagoland area. That, coupled with billing information provided by Andres Medical Billing, brought the sample pool to over 150 agencies.

The information in these surveys provided a great baseline of data, however, after discussing my progress with Chief Wilcox, I decided to further define our comparables to those communities adjacent to the Village of Park Forest and those directly adjacent to them. A copy of this information is provided in the attached Appendix #1 document. The charts in Appendix #1 depict Park Forest's standing with regard to fees for service for residents and non-residents depending on the level of service provided (BLS, ALS or ALS2), as well as our standing compared to the Medicare Minimums. You will notice, based on this information, Park Forest's fees are in the

bottom quarter for resident and the bottom third for non-resident. You will also notice our resident fees are well below the Medicare Minimums.

I have also calculated the actual cost per call to provide emergency medical services to the community. This information is attached as Appendix #2. Of course this is an approximate cost, but it comes from a fairly detailed analysis of our direct costs as outlined in the FY 2007/08 Budget and our total number of ambulance responses for calendar year 2006. Based on this analysis, the cost of an ambulance call was determined to be just over \$800.

**RECOMMENDATION:**

The following recommendation is based on a number of factors including but limited to the following: the importance of raising our fees to keep in line with the 2007 Medicare Fee Schedule thereby guaranteeing maximum payment from Medicare, Medicaid and Public Aid recipients, the elimination of payment by Medicare for certain services (oxygen, IV, EKG) provided and currently billed for by our department and the Village’s current standing with regard to the fees charged by our neighboring communities.

It is for these reasons I am recommending the fees for service be adjusted as outlined in Table 2 below. If adopted, Park Forest’s resident rates will be just above the Medicare Minimums as shown in Appendix #3. By setting the rates just above the Medicare Minimums, it should not be necessary to increase fees for at least two years. Thereafter, it is my recommendation we review our fees every other year in order to keep the necessary increases as minimal as possible.

Resident Rates		Non-resident Rates	
BLS	\$350.00	BLS	\$600.00
ALS	\$425.00	ALS	\$700.00
ALS2	\$600.00	ALS2	\$750.00
Mileage	\$6.50/mile	Mileage	\$6.50/mile
Oxygen	No charge	Oxygen	No charge
IV Supplies	No charge	IV Supplies	No charge
EKG	No charge	EKG	No charge
Treat-No Transport	\$100.00	Treat-No Transport	\$200.00

Table 2

I would offer the following thoughts as you compare the current fees with the proposed fee schedule above. First, all resident fees are adjusted just above the Medicare minimums shown in the attached Appendix #4 document thereby creating some margin to off-set insurance write downs; second, the greatest changes occur in the area of BLS and the addition of ALS2 level services. The BLS increase is approximately \$70.00 and is directly related to the changes in the Medicare minimum and the fact we have not adjusted our rates in four years. ALS2 is a new category for the most advanced pre-hospital emergency medical care given to a patient.

Finally, I am recommending a fee for services rendered where a patient receives treatment but is not transported. It should be noted this type of treat/no transport fee would not typically be covered by Medicare, Public Aid or most insurance companies and would therefore have to be paid by the patient. This fee is designed to be a deterrent to those who abuse the service, as well as a means to recoup the cost of supplies for patient’s who are treated and refuse transportation.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the agenda of the regular meeting of February 11, 2008 for Final Reading.

**ORDINANCE No. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 42 OF THE CODE OF ORDINANCES,  
VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS.**

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois that Chapter 42, Section 42-14 is amended by replacing the language in subsection (1) with the following language:

Sec. 42-14. Rates and levels of fire service.

(1) The following rates for emergency medical services shall apply:

	Resident	Non-Resident
Basic Life Support	\$ 350.00	\$ 600.00
Advanced Life Support	\$ 425.00	\$ 700.00
Advanced Life Support 2	\$ 600.00	\$ 750.00
Mileage (per mile)	\$ 6.50	\$ 6.50
Treat/No Transport	\$ 100.00	\$ 200.00

This Ordinance will be effective March 1, 2008.

Passed this \_\_\_\_\_ day of February, 2008.

AYES:

NAY:

ABSENT:

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

## Current Ambulance Fees November, 2007

Resident: \* No separate charge for ALS2; denotes the last year Ambulance Fees were increased.

COMMUNITY	BLS
South Chicago Heights	500.00
Steger Estates	500.00
Olympia Fields	485.00
Crete Township	400.00
Frankfort	400.00
Monee	400.00
Steger	400.00
Matteson	355.00
Richton Park	350.00
<b>Medicare Minimum</b>	<b>338.94</b>
Chicago Heights	300.00
Crete	300.00
Flossmoor	300.00
Park Forest	250.00
University Park	200.00

COMMUNITY	ALS
South Chicago Heights	620.00
Steger Estates	600.00
Olympia Fields	540.00
Frankfort	500.00
Steger	500.00
Matteson	455.00
Richton Park	450.00
<b>Medicare Minimum</b>	<b>402.50</b>
Chicago Heights	400.00
Crete	400.00
Crete Township	400.00
Flossmoor	400.00
Monee	400.00
Park Forest	350.00
University Park	350.00

COMMUNITY	ALS2
Olympia Fields	692.00
South Chicago Heights	620.00
<b>Medicare Minimum</b>	<b>582.56</b>
Chicago Heights	500.00
Matteson	500.00
Crete Township	400.00
Crete	* 2007
Frankfort	* 2007
Richton Park	* 2004
Flossmoor	* 2003
Park Forest	* 2003
Steger	* 2002
University Park	* 1999
Monee	
Steger Estates	

Non-Resident: \* No separate charge for ALS2; denotes the last year Ambulance Fees were increased.

COMMUNITY	BLS
Monee	800.00
Crete Township	700.00
Frankfort	600.00
Matteson	600.00
Richton Park	550.00
Crete	500.00
South Chicago Heights	500.00
Steger	500.00
Steger Estates	500.00
Olympia Fields	485.00
Park Forest	400.00
Flossmoor	350.00
<b>Medicare Minimum</b>	<b>338.94</b>
Chicago Heights	300.00
University Park	250.00

COMMUNITY	ALS
Monee	800.00
Crete Township	700.00
Richton Park	700.00
Steger	700.00
South Chicago Heights	620.00
Crete	600.00
Frankfort	600.00
Matteson	600.00
Steger Estates	600.00
Olympia Fields	540.00
Flossmoor	500.00
Park Forest	500.00
<b>Medicare Minimum</b>	<b>402.50</b>
Chicago Heights	400.00
University Park	400.00

COMMUNITY	ALS2
Matteson	750.00
Crete Township	700.00
Olympia Fields	692.00
South Chicago Heights	620.00
<b>Medicare Minimum</b>	<b>582.56</b>
Chicago Heights	500.00
Crete	* 2007
Frankfort	* 2007
Richton Park	* 2004
Flossmoor	* 2003
Park Forest	* 2003
Steger	* 2002
University Park	* 1999
Monee	
Steger Estates	

**PARK FOREST FIRE DEPARTMENT**

**COSTS PER AMBULANCE CALL**

<b>Ambulance service life expectancy</b>	10 years	
<b>Cost of two (2) ambulances</b>		\$257,734.00
<b>Initial cost of equipping two (2) ambulances</b>		<u>\$126,056.00</u>
	Total Equipment Costs	\$383,790.00
	divided by the number of ambulance calls in last 10 years	<u>18,672</u>
	Vehicle / Equipment costs per call	<u>\$20.55</u>
<b>Fire Service Personnel costs excluding administration</b>		\$2,081,335.00
	Multiply by ratio of ambulance calls to fire calls	<u>73.10%</u>
	Funds earmarked for EMS personnel	\$1,521,455.89
	Divided by the number of ambulance calls	<u>2,169</u>
	Personnel costs per ambulance call	<u>\$701.45</u>
<b>Operating expenses for EMS Division</b>		\$64,645.00
	Divided by the number of ambulance calls	<u>2,169</u>
	Operating expenses for EMS division per call	<u>\$29.80</u>
<b>Maintenance / Fuel costs excluding fire + capital</b>		\$106,558.00
	Divided by the number of ambulance calls	<u>2,169</u>
	Maintenance costs per ambulance call	<u>\$49.13</u>
	<b>COST PER AMBULANCE CALL</b>	<u>\$800.94</u>

## Proposed Ambulance Fees November, 2007

Resident: \* No separate charge for ALS2; denotes the last year Ambulance Fees were increased.

COMMUNITY	BLS
South Chicago Heights	500.00
Steger Estates	500.00
Olympia Fields	485.00
Crete Township	400.00
Frankfort	400.00
Monee	400.00
Steger	400.00
Matteson	355.00
Park Forest	350.00
Richton Park	350.00
<i>Medicare Minimum</i>	<b>338.94</b>
Chicago Heights	300.00
Crete	300.00
Flossmoor	300.00
University Park	200.00

COMMUNITY	ALS
South Chicago Heights	620.00
Steger Estates	600.00
Olympia Fields	540.00
Frankfort	500.00
Steger	500.00
Matteson	455.00
Richton Park	450.00
Park Forest	425.00
<i>Medicare Minimum</i>	<b>402.50</b>
Chicago Heights	400.00
Crete	400.00
Crete Township	400.00
Flossmoor	400.00
Monee	400.00
University Park	350.00

COMMUNITY	ALS2
Olympia Fields	692.00
South Chicago Heights	620.00
Park Forest	600.00
<i>Medicare Minimum</i>	<b>582.56</b>
Chicago Heights	500.00
Matteson	500.00
Crete Township	400.00
Crete	* 2007
Frankfort	* 2007
Richton Park	* 2004
Flossmoor	* 2003
Steger	* 2002
University Park	* 1999
Steger Estates	
Monee	

Non-Resident: \* No separate charge for ALS2; denotes the last year Ambulance Fees were increased.

COMMUNITY	BLS
Monee	800.00
Crete Township	700.00
Frankfort	600.00
Matteson	600.00
Park Forest	600.00
Richton Park	550.00
Crete	500.00
South Chicago Heights	500.00
Steger	500.00
Steger Estates	500.00
Olympia Fields	485.00
Flossmoor	350.00
<i>Medicare Minimum</i>	<b>338.94</b>
Chicago Heights	300.00
University Park	250.00

COMMUNITY	ALS
Monee	800.00
Crete Township	700.00
Park Forest	700.00
Richton Park	700.00
Steger	700.00
South Chicago Heights	620.00
Crete	600.00
Frankfort	600.00
Matteson	600.00
Steger Estates	600.00
Olympia Fields	540.00
Flossmoor	500.00
<i>Medicare Minimum</i>	<b>402.50</b>
Chicago Heights	400.00
University Park	400.00

COMMUNITY	ALS2
Matteson	750.00
Park Forest	750.00
Crete Township	700.00
Olympia Fields	692.00
South Chicago Heights	620.00
<i>Medicare Minimum</i>	<b>582.56</b>
Chicago Heights	500.00
Crete	* 2007
Frankfort	* 2007
Richton Park	* 2004
Flossmoor	* 2003
Steger	* 2002
University Park	* 1999
Steger Estates	
Monee	

## Park Forest Fire Department

**Current Rates:**

**Resident**

BLS	\$250.00
ALS	\$350.00
ALS 2	\$
Mileage	\$ 6.50
Oxygen	\$ 30.00
IV Supplies	\$ 30.00
EKG	\$ 60.00

**Non-Resident**

BLS	\$400.00
ALS	\$500.00
ALS 2	\$
Mileage	\$ 6.50
Oxygen	\$ 30.00
IV Supplies	\$ 30.00
EKG	\$ 60.00

**Medicare Fee Schedule:**

**Resident**

BLS	\$338.94
ALS	\$402.50
ALS 2	\$582.56
Mileage	\$ 6.25
Oxygen	\$ 0.00
IV Supplies	\$ 0.00
EKG	\$ 0.00

**Non-Resident**

BLS	\$338.94
ALS	\$402.50
ALS 2	\$582.56
Mileage	\$ 6.25
Oxygen	\$ 0.00
IV Supplies	\$ 0.00
EKG	\$ 0.00

**Proposed Rates:**

**Resident**

BLS	\$350.00
ALS	\$425.00
ALS 2	\$600.00
Mileage	\$ 6.50
Oxygen	*Do not charge
IV Supplies	*Do not charge
EKG	*Do not charge

**Non-Resident**

BLS	\$600.00
ALS	\$700.00
ALS 2	\$750.00
Mileage	\$ 6.50
Oxygen	*Do not charge
IV Supplies	*Do not charge
EKG	*Do not charge

\*Andres Medical Billing indicates we should not charge for this item, as it is a non-eligible charge by Medicare, Public Aid and other payors that follow suit.