



121923
BOT FINAL
PACKET





BOARD OF TRUSTEES

Final Agenda

300 PORTWINE ROAD
RIVERWOODS, IL 60015

December 19, 2023

7:30 P.M.

Riverwoods.gov/streamBOT

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF MINUTES
 - a. Board of Trustees Finance Workshop December 5, 2023
 - b. Board of Trustees December 5, 2023
5. TREASURER AND FINANCE REPORT
 - a. Approval of Bills
6. DIRECTOR OF COMMUNITY SERVICES REPORT
7. CONSULTANTS' REPORTS
 - a. ATTORNEY'S REPORT
 - b. ENGINEER'S REPORT
 - c. ECOLOGIST'S REPORT
 - i. Year End Review
8. PLAN COMMISSION REPORT
9. ZONING BOARD OF APPEALS REPORT
10. POLICE REPORT
11. FIRE DISTRICT REPORT
12. INFORMATION ITEMS & COMMENTS FROM THE PRESIDENT
 - a. Posting of Board Meeting Dates for 2024 (*dates may change)

i. January 2* and 16	vii. July 2 and 16
ii. February 6 and 20	viii. August 6 and 20
iii. March 5 and 19	ix. September 3 and 17
iv. April 2 and 16	x. October 1 and 15
v. May 7 and 21	xi. November 5* and 19
vi. June 4 and 18	xii. December 3 and 17
13. NEW BUSINESS
 - a. Approval of a Professional Services Contract for Human Resources Consulting with WRB LLC
 - b. Approval of an Ordinance Amending the Class B Liquor License Classification to Provide For B-1 And B-2 Liquor License Classifications
 - c. Approval of Resolution Adopting 2023 Amendments to the Village Personnel Manual

- d. Discussion of Agreement Not to Enforce Declaration of Covenant and Restrictions (Proposed Venn Point project in Parkway North)

OLD BUSINESS

14. VISITORS WISHING TO ADDRESS THE BOARD
15. EXECUTIVE SESSION
 - a. Litigation, Acquisition, Property, and Personnel
16. ESTABLISH TIME AND DATE FOR NEXT MEETING
 - a. Board of Trustees Regular Meeting January 2, 2024, 7:30 PM
17. ADJOURNMENT

Minutes

4 Approval of Minutes
a. Board of Trustees Finance Workshop December 5, 2023

Village of Riverwoods
Board of Trustees
Finance Workshop
December 5, 2023
Draft

Present:

Kris Ford, Mayor
Michael Clayton
Liliya Dikin
Andrew Eastmond
Henry Hollander
Rick Jamerson

Absent:

Jeff Smith

Also Present:

Bruce Huvad, Village Attorney
Bruce Dayno, Police Chief
Stephen Witt, Director of Community Services
Tony Vasquez, Finance Director
Carissa Smith, Village Engineer
Bill Balling, Consultant

The meeting was called to order at 6:00 pm

President Ford stated the purpose of the meeting was to review 2023 preliminary results and to engage in discussion regarding 2024 budget and projected budgets for the succeeding 5 year period.

Director Vasquez with the assistance of Trustee Clayton led the presentation. The workshop discussion focused on the recommended increase to the Police Tax Levy, the positions of the Water and Sewer Funds given the upcoming infrastructure and maintenance projects, a review of the Capital Fund and the resulting impacts on the Village's cash position.

The general revenue discussion gave rise to concern regarding sales tax and support to, and from, the Milwaukee Avenue corridor.

The Water and Sewer Funds were intended to be self-sustaining enterprises. A review of the Water Fund indicated a downward trend with increasing expenses due to main repairs and replacements. The Water Infrastructure project (extension of water mains to unserved areas) may not be financially feasible given the increasing costs of construction. It was suggested that the focus of the Water Fund be maintenance and not expansion.

A review of the Sewer Fund did not include management of the grinder pump service through Strenger. There is a major project proposed for 2029 that will have a material impact on the Fund balance. There is also a review in process of the Inter-Governmental Agreement in place with Lake County for sewer maintenance and service.

The Capital Fund projections included the recently proposed storm water management projects. The inclusion of grants to offset expense may be optimistic.

The resulting impacts of the Funds on the cash position of the Village indicated a material downward trend. The discussion included debt alternatives, an increase in the tax greater than what was used in the 5 year projections, and a review of the Water and Sewer Funds to determine what increases in revenue or project phasing could result in self-sufficiency for the Funds.

This budget and associated projections reflect a shift or transition from having a continuing comfortable cash position to consideration of financing and revenue generation. However, for purposes of the 2024 budget, the group agreed with the recommended 4.5% increase in the Police Tax Levy.

The Workshop was adjourned at 7:15 PM.

4. APPROVAL OF MINUTES

b. Board of Trustees December 5, 2023

Village of Riverwoods
Board of Trustees Meeting
December 5, 2023
Draft

Present:

Kris Ford, Mayor
Michael Clayton
Liliya Dikin
Andrew Eastmond
Henry Hollander
Rick Jamerson
Jeff Smith

Absent:

Also Present:

Bruce Huvard, Village Attorney
Bruce Dayno, Police Chief
Stephen Witt, Director of Community Services
Carissa Smith, Village Engineer
Tony Vasquez, Finance Director

The meeting was called to order at 7:30 pm

Document Approval

Trustee Jamerson moved to approve the minutes of the November 21, 2023 Board of Trustees meeting. Trustee Dikin seconded the motion. The motion passed unanimously on a voice vote with Trustee Jamerson and Trustee Dikin abstaining.

Treasurer's and Finance Committee Report

Trustee Jamerson moved to approve the bills. Trustee Clayton seconded the motion. The motion passed by the following vote:

AYES: Clayton, Dikin, Eastmond, Hollander, Jamerson, Smith (6)

NAYS: None (0)

Director of Community Services Report

Mr. Witt noted there are more Riverwoods properties listed on rental websites. He reminded residents that properties must be registered with the building department before listing on these sites. Further, he noted that State law requires carbon monoxide and smoke detectors be installed in dwelling units. Mr. Witt encouraged residents to contact the building department if they have any questions. He suggested

residents that want to rent out their properties also check with their insurance carriers to ensure they are covered for rentals.

Trustee Hollander suggested the building department verify the safety precautions are in place once a rental property registers with the Village. Mayor Ford asked if the Fire Department could be engaged to assist in rental property inspections.

Engineer's Report

Ms. Smith noted bids will be opened for the Phase I water main replacement on Saunders Road before the next Board of Trustees meeting. The Thorngate lift station failed during the week of Thanksgiving.

Village Ecologist Report

Mayor Ford noted Steve Zimmerman will provide an annual wrap-up at the next Board of Trustees meeting.

Plan Commission Report

Plan Commission Chairperson Laurie Breitkopf reported the Plan Commission will meet on Wednesday December 13, 2023.

Police Report

The police activity is attached to the end of the minutes.

Information Items from the President

Mayor Ford noted that Staff is looking at the internal operations and information flow. She asked that residents first contact Village Staff rather than consultants. Mayor Ford will also be reviewing the standing committees to determine if changes are needed.

New Business

Approval of a Contract for the Reconfiguration of Certain Village Hall Offices with Stuckey Construction Co.

Mr. Witt noted the current office layout in the building is not efficient for the work that is being performed. A design for the combination of the two small offices on the far west corridor was requested from Mr. Bob Hammer, the original building architect. Mr. Witt spoke with Stuckey Construction Co., who regularly completes work for schools and municipalities, and is known to Mr Witt. Stuckey Construction's bid was just over \$28,000.

Trustee Hollander moved to approve the contract with Stuckey Construction Co. for the reconfiguration of certain Village Hall. Trustee Jamerson seconded the motion. The motion passed by the following vote:

AYES: Clayton, Dikin, Eastmond, Hollander, Jamerson, Smith (6)
NAYS: None (0)

Approval of Ordinance O-23-12-16 for the Levy of Taxes for the Village of Riverwoods for the Fiscal Year Beginning January 1, 2023 and Ending December 31, 2023

Mr. Huvard explained the format shows the amount of Village funds to be appropriated and the amount tax to be levied. The levy amount is a 4.5 percent increase over what was levied in 2022. The rest of the Tax Levy Ordinance is for the SSAs. The Village contacted the SSAs about how much they want levied. Mr. Huvard noted the Tax Levy Ordinance must be adopted before the last Tuesday in December.

Trustee Jamerson moved to waive the First Reading of the Ordinance. Trustee Clayton seconded the motion. The motion passed unanimously on a voice vote.

Trustee Jamerson moved to for Second Reading and adoption of the Ordinance for the levy of taxes for the Village of Riverwoods for the fiscal year beginning January 1, 2023 and ending December 31, 2023. Trustee Clayton seconded the motion. The motion passed by the following vote:

AYES: Clayton, Dikin, Eastmond, Hollander, Jamerson, Smith (6)
NAYS: None (0)

Approval of a Contract with Administrative Consulting Services, LLC for Assistance with Developing and Submitting for Potential Grant Funding Opportunities

Chief Dayno explained the Village contracted with Administrative Consulting Services, LLC a few years ago. At that time, there were not a lot of grants available to the Village. In 2024, grant opportunities could be available for the police department.

Trustee Jamerson moved to approve the contract with Administrative Consulting Services, LLC for assistance with developing and submitting for potential grant funding opportunities. Trustee Hollander seconded the motion.

There was general discussion regarding grant research for stormwater as well as police department opportunities. Trustee Smith questioned whether using ACS would change the success rate of grant funding. Chief Dayno explained the grants are competitive and ACS has expertise that is expected to increase success. The motion passed by the following vote:

AYES: Clayton, Dikin, Eastmond, Hollander, Jamerson, Smith (6)
NAYS: None (0)

Approval of Purchase of Audio-Visual Equipment for Village Hall from AVI Systems Inc.

Mr. Vasquez explained Village Hall has two conference rooms each with two large screen televisions that are not equipped with current technology useful to conducting video meetings. Video meetings are

a part of normal operations. This agreement would add a video sound bar with microphones, a camera, and speakers that would improve operations and make existing equipment more useful.. AVI Systems Inc, provided a quote for the video sound bar equipment with installation in the amount of \$21,163. AVI is known to Mr. Vasquez who recently worked with AVI Systems on a similar project.

Trustee Jamerson moved to approve the purchase of audio-visual equipment for Village Hall from AVI Systems. Trustee Clayton seconded the motion.

Trustee Jamerson noted a number of his concerns regarding AVI who did the original work. After discussion, it was agreed that additional proposals would be requested. Trustee Jamerson indicated he would provide names of firms to Mr Vasquez.

Trustee Jamerson withdrew the motion.

Old Business

There was no Old Business.

Visitors wishing to address the Board

Russ Romanelli thought the stormwater management project priority scheme presented at the last meeting was based on cost and ease rather than the number of people effected. Mayor Ford explained the presentation was sent to committee and his comments will be considered.

Committee Reports

Communications – Mayor Ford reported there have been a lot of positive comments from residents about the newsletter. Trustee Dikin will be working on the finance and business license sections of the website. Trustee Dikin presented an electronic newsletter submission policy for comment by the Trustees. Trustee Smith suggested adding a solicitation for residents’ email addresses to get a more complete list for the electronic newsletter. Mayor Ford suggested adding a stuffer in the utility bill.

Woodlands/Ecology/Legal – Trustee Eastmond received a request from a resident asking why the Village does not have a climate action/sustainability plan.

Building and Utilities/Storm Water – Trustee Jamerson noted November permits were \$1,743,000 with 16 permits for reroofs. One permit was for residential reconstruction. Trustee Jamerson noted the stormwater management committee is looking for members.

Adjournment

There being no further business to discuss, Trustee Jamerson moved to adjourn the meeting. Trustee Smith seconded the motion. The motion passed unanimously on a voice vote.

:

The meeting was adjourned at 8:32 pm

The next regular meeting of the Board of Trustees will take place on December 19, 2023 at 7:30 pm.

Respectfully submitted,

Transcribed by:
Jeri Cotton

Attachment:
Police Report
Building Report

MINUTES



Riverwoods Police Incident Analysis Report

Summary by Incident Type

12/5/2023

Activity Through November 30th of Each Year

Incident Type	2023 YTD	This Time 2022 YTD
46 (7503) (Mortorist Assist)	77	72
50 PD (7572) (Crash Property Damage)	89	73
50 PI (7571) (Crash Personal Injury)	17	11
50 Priv Prop (7573) (Crash Private Property)	7	8
911 Hang up (7911)	16	14
Ambulance (7021)	337	269
Animal Problem (7245)	38	64
AOA (7001)	148	222
Armed Robbery (0310)	-	-
Assault (0500)	1	1
Attempt Suicide (7221)	1	1
Battery - Simple (0460)	1	2
Battery (0400)	3	3
Burg - From Motor Veh (0760)	-	2
Burglar Alarm (7082)	239	200
Burglary - Residential (0625)	3	4
Burglary (0600)	2	2
Cell 911 (7912)	-	2
Child Seat Inspect (7042)	5	7
Construction Comp (7078)	2	-
Controlled Substance (2000)	-	-
Credit Card Fraud (1150)	1	2
Crim Damage to Prop (1310)	8	3
Crim Sexual Assault (1563)	1	-
Crim Trespass to Land (1330)	4	-
Crim Trespass to Veh (1360)	-	-
Death Investigation (7231)	1	3
Deceptive Practice (1110)	6	5
Domestic Battery (0486)	-	-
Domestic Trouble (7130)	20	17
DUI (2410)	44	47
Fingerprinting (7039)	8	12
Fire Alarm (0733)	46	37
Fire Call (7024)	47	27
Fireworks Complaints (3001)	7	8
Forgery (1120)	-	-
Found Animal (7246)	9	10
Found Prop. (7156)	6	2
Harassment by Telephone (2825)	4	1
Hold Up Alarm (7083)	17	15
Identity Theft (7198)	12	13
Lock out - Vehicle (7051)	21	17
Lost / Mislaid Prop (7144)	2	9
Missing Person (7178)	1	2
Noise Comp (7078)	21	26
Notification (7049)	14	15
Other Comp (7079)	68	62
Other Investigation (7199)	37	34
Other Trouble (7139)	235	4

Incident Type	2023 YTD	This Time 2022 YTD
Parking Complaint (7522)	21	25
Premise Exam (7041)	1315	1167
Public Service (7040)	54	49
Roadway Debris (7250)	27	18
Solicitor (7063)	16	8
Suicide (7211)	-	-
Suspicious Auto (7123)	57	56
Suspicious Person (7123)	31	33
Telephone Threat (2820)	-	-
Theft from Motor Veh (0710)	-	2
Theft of Motor Veh (0910)	2	2
Theft Over \$500 (0815)	6	2
Theft Under \$500 (0825)	4	4
Traffic Complaint (7521)	49	55
Turned in Weapon/Ammo (7160)	1	1
Village Ord. Violation (7500)	18	20
Well Being Check (7045)	60	37
Total:	3057	2807
Crime Prevention Notices	512	493
Case Reports	173	205
Traffic Stops	1548	1785
Number of Citations issued	666	696
Number of Persons Issued Citations	436	483

22 houses are currently on the Vacation Watch list and are checked regularly.

**Village of Riverwoods
Building Permits Issued
For Date From 11/01/23 to 11/30/23**

<u>Issued</u>	<u>Permit Number</u>	<u>Address</u>	<u>Type</u>	<u>Value</u>	<u>Permit Fee</u>	<u>Plan Review</u>	<u>Inspection</u>	<u>Other Fee</u>	<u>Total Fee</u>
11/1/2023	PB12605	1400 SAUNDERS ROAD	Res New Construction	800,000.00					
11/2/2023	PB12403	1925 CALVIN CT	Reroof	29,635.38					
11/2/2023	PB12608	448 THORNGATE LANE	HVAC Replacement	8,703.00					
11/2/2023	PB12616	2685 EDGEWOOD COURT	Res Remodel	218,000.00					
11/2/2023	PB12617	690 BAY HILL COURT	Reroof	26,163.60					
11/3/2023	PB12615	8 JULIE LANE	Reroof	76,669.00					
11/14/2023	PB12619	1672 CLENDENIN LN	Reroof	63,800.00					
11/14/2023	PB12620	2600 CRESTWOOD LN	Reroof	20,800.00					
11/14/2023	PB12621	3115 DUFFY LN	Reroof	18,500.00					
11/14/2023	PB12622	2393 WEST COURSE DRIVE	Reroof	31,355.00					
11/14/2023	PB12623	2380 LEGENDS CT	Reroof	24,600.00					
11/14/2023	PB12626	1 COLLUMBINE LN	Reroof	24,900.00					
11/15/2023	PB12620	1351 KENIL WOOD LN	Reroof	13,500.00					
11/15/2023	PB12627	304 SAUNDERS RD UNIT C BLDK	Res Remodel	68,400.00					
11/16/2023	PB12618	5 TIMBERLINE LN	Sliding	5,000.00					
11/16/2023	PB12628	7 BURR OAK TRL	Water and Sewer Repair	6,800.00					
11/16/2023	PB12629	1665 CLENDENIN LN	HVAC Replacement	13,000.00					
11/17/2023	PB12625	2510 RIVERWOODS ROAD	Reroof	18,045.00					
11/17/2023	PB12633	2274 BRAE BURN DR	Reroof	102,000.00					
11/20/2023	PB12634	2290 CONGRESSIONAL LANE	Reroof	21,700.00					
11/21/2023	PB12635	720 THORNMEADOW ROAD	Res - Windows/Doors	15,000.00					
11/28/2023	PB12636	1334 WOODLAND LN	Electrical	1,950.25					
11/30/2023	PB12624	1415 SHAWNEE TRL	Reroof	32,000.00					
11/30/2023	PB12637	2351 DAWSON CT	Reroof	20,362.78					
11/30/2023	PB12638	1650 CLENDENIN LN	Sliding	30,000.00					
11/30/2023	PB12640	1350 SAUNDERS RD	Reroof	17,685.00					
11/30/2023	PB12641	4 COLLUMBINE LN	Deck	34,800.00					
Total Permits	27			\$1,743,369.01	\$39,415.00	\$3,250.00	\$5,520.00	\$0.00	\$48,185.00
Nov, 2022	20			\$1,616,232.96	\$20,095.00	\$3,600.00	\$0.00	\$0.00	\$23,695.00
YTD 2021	317			\$10,367,118.42	\$148,897.25	\$51,570.00	\$0.00	\$11,720.00	\$212,187.25
YTD 2022	248			\$14,661,581.66	\$168,609.50	\$104,375.00	\$0.00	\$0.00	\$272,984.50
YTD 2023	527			\$22,754,876.82	\$161,141.61	\$56,443.00	\$89,623.75	\$0.00	\$306,297.36
Inspections	125								

Bills

5. Treasurer and Finance report
a. Approval of Bills



December 15, 2023

TO: Kris Ford, Mayor
Village Trustees
Village Attorney Bruce Huvad

FROM: Moses Diaz

RE: Council Report for December 19, 2023

Attached are the Invoices for approval at the December 19, 2023 BOT Meeting:

Fund Number	Fund Name	Total	Comments
001	General Fund	97,976.91	
104	MFT	1,000.00	
119	SSA 19	305.00	
121	SSA 21	305.00	
122	SSA 22	0.00	
125	SSA 25	305.00	
126	SSA 26	2,360.00	
128	SSA 28	305.00	
129	SSA 29	0.00	
130	SSA 30	863.00	
501	Water Fund	95,504.82	
502	Sewer Fund	5,150.42	
503	TIF #1	1,050.00	
504	TIF #2	1,837.50	
505	CAPITAL PROJECT FUND	8,400.00	
Total to be approved		215,362.65	

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 12/04/2023 - 12/15/2023

POSTED AND UNPOSTED

OPEN

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0779 - AMERICAN LEGAL PUBLISHING							
30074							
00015681	AMERICAN LEGAL PUBLISHING	12/14/2023		500.00	500.00	Open	N
	ANNUAL WEB HOSTING FEE: PERIOD 01/01/20 MDIAZ						12/14/2023
	001-101-60541	ANNUAL WEB HOSTING FEE		500.00			
Total Vendor 0779 - AMERICAN LEGAL PUBLISHING				<u>500.00</u>	<u>500.00</u>		
Vendor 0497 - AXON ENTERPRISE, INC.							
INUS145237							
00015667	AXON ENTERPRISE, INC.	03/20/2023		23.13	23.13	Open	N
	POLICE OFFICERS EQUIP.	MDIAZ					12/13/2023
	001-110-50070	POLICE OFFICERS EQUIP.		23.13			
Total Vendor 0497 - AXON ENTERPRISE, INC.				<u>23.13</u>	<u>23.13</u>		
Vendor 0014 - BADGER METER INC							
80145352							
00015632	BADGER METER INC	11/29/2023		979.71	979.71	Open	N
	WATER METER EXPENSE	MDIAZ					12/04/2023
	501-000-51000	WATER METERS EXPENSE		979.71			
Total Vendor 0014 - BADGER METER INC				<u>979.71</u>	<u>979.71</u>		
Vendor 0751 - BAXTER & WOODMAN NATURAL RESOURCES LLC							
0252886							
00015684	BAXTER & WOODMAN NATURAL RESOURCES	11/20/2023		4,806.25	4,806.25	Open	N
	FORESTER SERVICES, NOVEMBER 2023	MDIAZ					12/14/2023
	001-102-50350	FORESTER SERVICES, NOVEMBER 2023		4,806.25			
Total Vendor 0751 - BAXTER & WOODMAN NATURAL RESOURCES LLC				<u>4,806.25</u>	<u>4,806.25</u>		
Vendor 0043 - BRUCE DAYNO							
231123XREIMB							
00015624	BRUCE DAYNO	11/23/2023		50.00	50.00	open	N
	CELL PHONE REIMBURSEMENT	MDIAZ					12/04/2023
	001-110-50520	CELL PHONE REIMBURSEMENT		50.00			
Total Vendor 0043 - BRUCE DAYNO				<u>50.00</u>	<u>50.00</u>		

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 12/04/2023 - 12/15/2023

POSTED AND UNPOSTED

OPEN

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0020 - CANON SOLUTIONS AMERICA INC							
6006291047 00015639	CANON SOLUTIONS AMERICA INC COPIER MAINTENANCE 001-101-60511	11/29/2023 MDIAZ COPIER MAINTENANCE		17.47 17.47	17.47	Open	N 12/05/2023
6006289957 00015640	CANON SOLUTIONS AMERICA INC COPIER MAINTENANCE 001-101-60511	11/29/2023 MDIAZ COPIER MAINTENANCE		97.80 97.80	97.80	Open	N 12/05/2023
Total Vendor 0020 - CANON SOLUTIONS AMERICA INC				<u>115.27</u>	<u>115.27</u>		
Vendor 0415 - CHICAGO METROPOLITAN AGENCY FOR PLANNING							
2024MUN 216 00015637	CHICAGO METROPOLITAN AGENCY FOR PLA FY 2024 LOCAL CONTRIBUTION 001-101-50610	11/06/2023 MDIAZ FY 2024 LOCAL CONTRIBUTION		164.39 164.39	164.39	Open	N 12/04/2023
Total Vendor 0415 - CHICAGO METROPOLITAN AGENCY FOR PLANNING				<u>164.39</u>	<u>164.39</u>		
Vendor 0031 - CHRISTOPHER B.BURKE							
185079 00015635	CHRISTOPHER B.BURKE ENVIRONMENTAL RESOURCE SPECIALIST, 2930/ 001-101-50360	08/03/2023 MDIAZ ENVIRONMENTAL RESOURCE SPECIALIST		112.50 112.50	112.50	Open	N 12/04/2023
188214 00015636	CHRISTOPHER B.BURKE MILEAGE FOR SITE VISIT, 8 BURR OAK 001-101-50360	11/30/2023 MDIAZ MILEAGE FOR SITE VISIT, 8 BURR OAK		36.68 36.68	36.68	Open	N 12/04/2023
Total Vendor 0031 - CHRISTOPHER B.BURKE				<u>149.18</u>	<u>149.18</u>		
Vendor 0718 - COMCAST BUSINESS							
231126COMCASTX1 00015625	COMCAST BUSINESS INTERNET 502-000-50710	11/26/2023 MDIAZ INTERNET		215.82 215.82	215.82	Open	N 12/04/2023

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 12/04/2023 - 12/15/2023

POSTED AND UNPOSTED

OPEN

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0718 - COMCAST BUSINESS							
231201COMCASTX1							
00015683	COMCAST BUSINESS	12/01/2023		63.48	63.48	Open	N
	OFF-SITE LIFT STATION - 644 THORNGATE LN MDIAZ						12/14/2023
	502-000-50520	OFF-SITE LIFT STATION - 644 THORNGATE LN		63.48			
231208COMCASTX1							
00015704	COMCAST BUSINESS	12/08/2023		63.48	63.48	Open	N
	PHONE, OFF-SITE LIFT STATION - 4 TIMBERW MDIAZ						12/15/2023
	502-000-50710	PHONE, OFF-SITE LIFT STATION - 4 TIMBERW		63.48			
Total Vendor 0718 - COMCAST BUSINESS				342.78	342.78		
Vendor 0038 - COMED							
231130COMEDX711							
00015641	COMED	11/30/2023		36.93	36.93	Open	N
	UTILITY EXPENSE - ELECTRIC	MDIAZ					12/05/2023
	502-000-50710	UTILITY EXPENSE - ELECTRIC		36.93			
231130COMEDX109							
00015642	COMED	11/30/2023		47.72	47.72	Open	N
	UTILITY EXPENSE - ELECTRIC	MDIAZ					12/05/2023
	502-000-50710	UTILITY EXPENSE - ELECTRIC		47.72			
231130COMEDX214							
00015643	COMED	11/30/2023		187.53	187.53	Open	N
	UTILITY EXPENSE - ELECTRIC	MDIAZ					12/05/2023
	001-104-50720	UTILITY EXPENSE - ELECTRIC		187.53			
231130COMEDX613							
00015644	COMED	11/30/2023		35.59	35.59	Open	N
	UTILITY EXPENSE - ELECTRIC	MDIAZ					12/05/2023
	501-000-50710	UTILITY EXPENSE - ELECTRIC		35.59			
231130COMEDX014							
00015645	COMED	11/30/2023		1,916.98	1,916.98	Open	N
	UTILITY EXPENSE - ELECTRIC	MDIAZ					12/05/2023
	501-000-50710	UTILITY EXPENSE - ELECTRIC		1,916.98			
231130COMEDX008							
00015646	COMED	11/30/2023		24.24	24.24	Open	N
	UTILITY EXPENSE - ELECTRIC	MDIAZ					12/05/2023
	502-000-50710	UTILITY EXPENSE - ELECTRIC		24.24			

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 12/04/2023 - 12/15/2023

POSTED AND UNPOSTED

OPEN

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0038 - COMED							
231130COMEDX300							
00015647	COMED	11/30/2023		59.02	59.02	Open	N
	UTILITY EXPENSE - ELECTRIC	MDIAZ					12/05/2023
	502-000-50710	UTILITY EXPENSE - ELECTRIC		59.02			
231130COMEDX714							
00015648	COMED	11/30/2023		23.26	23.26	Open	N
	UTILITY EXPENSE - ELECTRIC	MDIAZ					12/05/2023
	501-000-50710	UTILITY EXPENSE - ELECTRIC		23.26			
Total Vendor 0038 - COMED				<u>2,331.27</u>	<u>2,331.27</u>		
Vendor 0223 - CRITICAL REACH							
3478							
00015672	CRITICAL REACH	12/12/2023		125.00	125.00	Open	N
	2024 APBNET ANNUAL SUPPORT FEE	MDIAZ					12/14/2023
	001-110-50610	2024 APBNET ANNUAL SUPPORT FEE		125.00			
Total Vendor 0223 - CRITICAL REACH				<u>125.00</u>	<u>125.00</u>		
Vendor 0044 - DBR CHAMBER OF COMMERCE							
240							
00015657	DBR CHAMBER OF COMMERCE	12/01/2023		598.00	598.00	Open	N
	2024 PLATINUM MEMBERSHIP DUES - DBR CHAM	MDIAZ					12/06/2023
	001-101-50610	2024 PLATINUM MEMBERSHIP DUES		598.00			
403							
00015658	DBR CHAMBER OF COMMERCE	12/04/2023		500.00	500.00	Open	N
	DONATION - DBR CHAMBER OF COMMERCE	MDIAZ					12/06/2023
	001-101-90160	DONATION - DBR CHAMBER OF COMMERCE		500.00			
Total Vendor 0044 - DBR CHAMBER OF COMMERCE				<u>1,098.00</u>	<u>1,098.00</u>		
Vendor 0588 - DEFENSIVE EDGE TRAINING & CONSULTIN							
3968							
00015629	DEFENSIVE EDGE TRAINING & CONSULTIN	11/30/2023		550.00	550.00	Open	N
	COURSE REGISTRATION FEE	MDIAZ					12/04/2023
	001-110-50630	COURSE REGISTRATION FEE		550.00			
Total Vendor 0588 - DEFENSIVE EDGE TRAINING & CONSULTIN				<u>550.00</u>	<u>550.00</u>		

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 12/04/2023 - 12/15/2023

POSTED AND UNPOSTED

OPEN

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0588 - DEFENSIVE EDGE TRAINING & CONSULTIN							
Vendor 0276 - DIGITAL CURRENCY SYSTEMS							
QB116360							
00015661	DIGITAL CURRENCY SYSTEMS	12/06/2023		153.00	153.00	Open	N
	HARDWARE - HARD DRIVE	MDIAZ					12/06/2023
	001-101-60540	HARDWARE - HARD DRIVE		153.00			
Total Vendor 0276 - DIGITAL CURRENCY SYSTEMS				153.00	153.00		
Vendor 0049 - ERNIE'S WRECKER SERVICE							
248404							
00015674	ERNIE'S WRECKER SERVICE	11/28/2023		873.25	873.25	Open	N
	2020 DODGE DURANGO #64 - MAIN BATTERY	MDIAZ					12/14/2023
	001-110-50010	2020 DODGE DURANGO #64 - MAIN BATTERY		873.25			
248461							
00015675	ERNIE'S WRECKER SERVICE	12/12/2023		22.40	22.40	Open	N
	2020 DODGE DURANGO #64 - PLUG	MDIAZ					12/14/2023
	001-110-50010	2020 DODGE DURANGO #64 - PLUG		22.40			
248465							
00015676	ERNIE'S WRECKER SERVICE	12/14/2023		99.64	99.64	Open	N
	2020 DODGE DURANGO #64 - HEADLIGHT BULB	MDIAZ					12/14/2023
	001-110-50010	2020 DODGE DURANGO #64 - HEADLIGHT BULB		99.64			
Total Vendor 0049 - ERNIE'S WRECKER SERVICE				995.29	995.29		
Vendor 0759 - FINALSITE							
INV061646							
00015622	FINALSITE	12/04/2023		3,672.00	3,672.00	Open	N
	BLACKBOARD CONNECT RENEWAL - 2024	MDIAZ					12/04/2023
	001-101-60545	BLACKBOARD CONNECT RENEWAL - 2024		3,672.00			
Total Vendor 0759 - FINALSITE				3,672.00	3,672.00		
Vendor 0056 - GARVEY'S OFFICE PRODUCTS							
PINV2503906							
00015623	GARVEY'S OFFICE PRODUCTS	12/01/2023		149.70	149.70	Open	N
	OFFICE SUPPLIES	MDIAZ					12/04/2023
	001-110-60510	OFFICE SUPPLIES		149.70			

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 12/04/2023 - 12/15/2023

POSTED AND UNPOSTED

OPEN

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0056 - GARVEY'S OFFICE PRODUCTS							
PINV2504519 00015634	GARVEY'S OFFICE PRODUCTS OFFICE SUPPLIES 001-101-60510	12/04/2023 MDIAZ OFFICE SUPPLIES		129.50 129.50	129.50	Open	N 12/04/2023
PINV2507337 00015673	GARVEY'S OFFICE PRODUCTS OFFICE SUPPLIES 001-110-60510	12/08/2023 MDIAZ OFFICE SUPPLIES		181.51 181.51	181.51	Open	N 12/14/2023
PINV2509964 00015682	GARVEY'S OFFICE PRODUCTS OFFICE SUPPLIES 001-101-60510	12/14/2023 MDIAZ OFFICE SUPPLIES		18.69 18.69	18.69	Open	N 12/14/2023
Total Vendor 0056 - GARVEY'S OFFICE PRODUCTS				<u>479.40</u>	<u>479.40</u>		

Vendor 0057 - GEWALT HAMILTON

9770.002 - 10 00015685	GEWALT HAMILTON GENERAL VILLAGE ENGINEERING 001-101-50320	11/30/2023 MDIAZ GENERAL VILLAGE ENGINEERING		12,834.02 12,834.02	12,834.02	Open	N 12/15/2023
9770.008 - 13 00015686	GEWALT HAMILTON VILLAGE-WIDE STORMWATER STUDY 001-101-50320	11/30/2023 MDIAZ VILLAGE-WIDE STORMWATER STUDY		5,971.00 5,971.00	5,971.00	Open	N 12/15/2023
9770.004 - 7 00015687	GEWALT HAMILTON FLATWOODS HERITAGE CENTER 001-101-50320	11/30/2023 MDIAZ FLATWOODS HERITAGE CENTER		232.50 232.50	232.50	Open	N 12/15/2023
9770.150 - 7 00015688	GEWALT HAMILTON ROAD PROGRAM 001-104-50320	11/30/2023 MDIAZ ROAD PROGRAM		900.00 900.00	900.00	Open	N 12/15/2023
9770.119 - 248 00015689	GEWALT HAMILTON ROAD PROGRAM - SSA 19, HIAWATHA WOODS ST 119-000-50320	11/30/2023 MDIAZ ROAD PROGRAM - SSA 19, HIAWATHA WOODS ST		305.00 305.00	305.00	Open	N 12/15/2023

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 12/04/2023 - 12/15/2023

POSTED AND UNPOSTED

OPEN

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0057 - GEWALT HAMILTON							
9770.121 - 2 00015690	GEWALT HAMILTON ROAD PROGRAM - SSA 21, MEADOWLAKE STREET MDIAZ 121-000-50320	11/30/2023		305.00	305.00	Open	N 12/15/2023
				305.00			
9770.125 - 261 00015691	GEWALT HAMILTON ROAD PROGRAM - SSA 25, EAST COURSE DRIVE MDIAZ 125-000-50320	11/30/2023		305.00	305.00	Open	N 12/15/2023
				305.00			
9770.126 - 307 00015692	GEWALT HAMILTON ROAD PROGRAM - SSA 26, KENILWOOD STREETS MDIAZ 126-000-50320	11/30/2023		2,360.00	2,360.00	Open	N 12/15/2023
				2,360.00			
9770.128 - 238 00015693	GEWALT HAMILTON ROAD PROGRAM - SSA 28, S. ROBINWOOD STRE MDIAZ 128-000-50320	11/30/2023		305.00	305.00	Open	N 12/15/2023
				305.00			
9770.264 - 8 00015694	GEWALT HAMILTON IEPA MS4 INSPECTION COORDINATION MDIAZ 001-104-50433	11/30/2023		261.00	261.00	Open	N 12/15/2023
				261.00			
9770.702 - 4 00015695	GEWALT HAMILTON SANITARY SEWER INSPECT & MAINT MDIAZ 502-000-50320	11/30/2023		35.00	35.00	Open	N 12/15/2023
				35.00			
9770.700 - 4 00015696	GEWALT HAMILTON SEWER MDIAZ 502-000-50320	11/30/2023		366.00	366.00	Open	N 12/15/2023
				366.00			
9770.344 - 2 00015697	GEWALT HAMILTON VILLAGE WATER MDIAZ 501-000-50320	11/30/2023		415.00	415.00	Open	N 12/15/2023
				415.00			
9770.348 - 10 00015698	GEWALT HAMILTON SAUNDERS RD WATER MAIN REPLACEMENT MDIAZ 501-000-80202	11/30/2023		5,952.00	5,952.00	Open	N 12/15/2023
				5,952.00			

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 12/04/2023 - 12/15/2023

POSTED AND UNPOSTED
OPEN

Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0057 - GEWALT HAMILTON							
9770.604 - 40 00015699	GEWALT HAMILTON WATER SYSTEM OPERATIONS 501-000-50320	11/30/2023 MDIAZ		14,956.95	14,956.95	Open	N 12/15/2023
		WATER SYSTEM OPERATIONS		14,956.95			
9770.606 - 10 00015700	GEWALT HAMILTON UTILITY BILLING 501-000-50320	11/30/2023 MDIAZ		5,024.00	5,024.00	Open	N 12/15/2023
		UTILITY BILLING		5,024.00			
9770.401 - 7 00015701	GEWALT HAMILTON GENERAL GIS 001-101-50320	11/30/2023 MDIAZ		1,080.00	1,080.00	Open	N 12/15/2023
		GENERAL GIS		1,080.00			
9770.400 - 2 00015702	GEWALT HAMILTON UTILITY MAP UPDATES 501-000-50320	11/30/2023 MDIAZ		944.00	944.00	Open	N 12/15/2023
		UTILITY MAP UPDATES		944.00			
9770.523 - 6 00015703	GEWALT HAMILTON ASSORTED LOT REVIEWS 2023 001-102-50320	11/30/2023 MDIAZ		542.50	542.50	Open	N 12/15/2023
		ASSORTED LOT REVIEWS 2023		542.50			
Total Vendor 0057 - GEWALT HAMILTON				<u>53,093.97</u>	<u>53,093.97</u>		
Vendor 0061 - HALLORAN & YAUCH INC							
34575 00015652	HALLORAN & YAUCH INC DRINKING FOUNTAIN MAINTENANCE 001-101-50120	12/05/2023 MDIAZ		150.00	150.00	Open	N 12/05/2023
		DRINKING FOUNTAIN MAINTENANCE		150.00			
34574 00015653	HALLORAN & YAUCH INC DRINKING FOUNTAIN ACTIVATION & MAINTENANCE 001-110-50120	12/05/2023 MDIAZ		300.00	300.00	Open	N 12/05/2023
		DRINKING FOUNTAIN ACTIVATION&MAINTENANCE		300.00			
Total Vendor 0061 - HALLORAN & YAUCH INC				<u>450.00</u>	<u>450.00</u>		
Vendor 0754 - HOWARD SIMON							

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 12/04/2023 - 12/15/2023

POSTED AND UNPOSTED

OPEN

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0754 - HOWARD SIMON							
12397977 00015680	HOWARD SIMON PAYROLL SERVICES, 12/15/2023 001-101-50370	12/14/2023 MDIAZ PAYROLL SERVICES, 12/15/2023		455.00 455.00	455.00	Open	N 12/14/2023
Total Vendor 0754 - HOWARD SIMON				<u>455.00</u>	<u>455.00</u>		
Vendor 0034 - HUVARD LAW FIRM							
300.001.035 00015649	HUVARD LAW FIRM LEGAL EXPENSE - GENERAL MATTERS 001-101-50330	12/02/2023 MDIAZ LEGAL EXPENSE		10,200.00 10,200.00	10,200.00	Open	N 12/05/2023
300.503.001.018 00015650	HUVARD LAW FIRM REDEVELOPMENT / JRB COMPLIANCE 503-000-50330	12/02/2023 MDIAZ LEGAL EXPENSE		1,050.00 1,050.00	1,050.00	Open	N 12/05/2023
300.504.001.007 00015651	HUVARD LAW FIRM TIF#2 - COLONIAL COURT, FEDERAL LIFE, SHO 504-000-50330	12/02/2023 MDIAZ LEGAL EXPENSE		1,837.50 1,837.50	1,837.50	Open	N 12/05/2023
Total Vendor 0034 - HUVARD LAW FIRM				<u>13,087.50</u>	<u>13,087.50</u>		
Vendor 0744 - ILLINOIS HOMICIDE INVESTIGATORS ASS							
2023A145 00015671	ILLINOIS HOMICIDE INVESTIGATORS ASS ILHIA ANNUAL CONFERENCE TRAINING - WILLI 001-110-50630	09/11/2023 MDIAZ ILHIA ANNUAL CONFERENCE TRAINING		275.00 275.00	275.00	Open	N 12/14/2023
Total Vendor 0744 - ILLINOIS HOMICIDE INVESTIGATORS ASS				<u>275.00</u>	<u>275.00</u>		
Vendor 0083 - INNER SECURITY SYSTEMS INC.							
R12990 00015679	INNER SECURITY SYSTEMS INC. ALARM MONITORING & MAINTENANCE 001-101-60511	12/02/2023 MDIAZ ALARM MONITORING & MAINTENANCE		260.97 260.97	260.97	Open	N 12/14/2023
Total Vendor 0083 - INNER SECURITY SYSTEMS INC.				<u>260.97</u>	<u>260.97</u>		

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 12/04/2023 - 12/15/2023

POSTED AND UNPOSTED
OPEN

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0083 - INNER SECURITY SYSTEMS INC.							
Vendor 0084 - INTOXIMETERS							
748746							
00015677	INTOXIMETERS	11/30/2023		538.00	538.00	open	N
	POLICE OFFICERS EQUIP.	MDIAZ					12/14/2023
	001-110-50070	POLICE OFFICERS EQUIP.		538.00			
Total Vendor 0084 - INTOXIMETERS				538.00	538.00		
Vendor MISC - KARL BLALOCK							
231205	KARL BLALOCK	12/05/2023		750.00	750.00	open	N
00015654	COST SHARE REIMBURESEMENT - CANOPY/SUBCA	MDIAZ					12/05/2023
	001-106-50820	CANOPY THINNING		750.00			
Total Vendor MISC - KARL BLALOCK				750.00	750.00		
Vendor 0531 - MELISSA C.WACH							
231201	MELISSA C.WACH	12/01/2023		6,300.00	6,300.00	open	N
00015630	NOVEMBER 2023 PROSECUTION LEGAL FEES	MDIAZ					12/04/2023
	001-110-50330	LEGAL EXPENSE		6,300.00			
Total Vendor 0531 - MELISSA C.WACH				6,300.00	6,300.00		
Vendor 0125 - MICHAEL P.MURRIN							
231130	MICHAEL P.MURRIN	11/30/2023		210.00	210.00	open	N
00015631	PLUMBING INSPECTIONS FOR NOVEMBER 2023	MDIAZ					12/04/2023
	001-102-50380	PLUMBING INSPECTIONS FOR NOVEMBER 2023		210.00			
Total Vendor 0125 - MICHAEL P.MURRIN				210.00	210.00		
Vendor 0781 - PINESTONE LAWN & SNOW							
VR845-PB113023	PINESTONE LAWN & SNOW	12/06/2023		645.00	645.00	open	N
00015659	SERVICE PERIOD: NOVEMBER 2023	MDIAZ					12/06/2023
	001-110-50110	MOVE BBQ GRILL / REMOVAL OF BROKEN TREE		498.75			
	001-101-50110	GARBAGE PICK-UP - VH & PD DEMO SHELTER		146.25			

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 12/04/2023 - 12/15/2023

POSTED AND UNPOSTED
OPEN

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0781 - PINESTONE LAWN & SNOW							
Total Vendor 0781 - PINESTONE LAWN & SNOW				645.00	645.00		
Vendor 0134 - QUADIENT, INC.							
Q1076458 00015628	QUADIENT, INC. POSTAGE EQUIPMENT - LEASE PAYMENT 001-101-60512	11/20/2023 MDIAZ POSTAGE EQUIPMENT - LEASE PAYMENT		947.97 947.97	947.97	Open	N 12/04/2023
Total Vendor 0134 - QUADIENT, INC.				947.97	947.97		
Vendor 0776 - RACCOON CLEANING COMMERCIAL INC							
2037 00015664	RACCOON CLEANING COMMERCIAL INC BUILDING CLEANING, VH - 11 / 01, 04, 08, MDIAZ 001-101-50110	12/01/2023 BUILDING - CLEANING		1,170.00 1,170.00	1,170.00	Open	N 12/07/2023
2038 00015665	RACCOON CLEANING COMMERCIAL INC BUILDING CLEANING, POLICE - 11 / 01, 04, MDIAZ 001-110-50110	12/01/2023 BUILDING - CLEANING		900.00 900.00	900.00	Open	N 12/07/2023
Total Vendor 0776 - RACCOON CLEANING COMMERCIAL INC				2,070.00	2,070.00		
Vendor 0695 - RGN & SONS LANDSCAPING INC.							
231130RGN-SSA30 00015638	RGN & SONS LANDSCAPING INC. BURR OAK TRAIL MAINT - OCTOBER & NOVEMBE MDIAZ 130-000-50360	11/30/2023 BURR OAK TRAIL MAINT - OCT & NOV 2023		410.00 410.00	410.00	Open	N 12/05/2023
231031RGN 00015655	RGN & SONS LANDSCAPING INC. LANDSCAPING - OCTOBER 2023 001-101-50130	10/31/2023 MDIAZ LANDSCAPING - OCTOBER 2023		6,275.00 6,275.00	6,275.00	Open	N 12/05/2023
231130RGN 00015656	RGN & SONS LANDSCAPING INC. LANDSCAPING - NOVEMBER 2023 001-101-50130	11/30/2023 MDIAZ LANDSCAPING - NOVEMBER 2023		5,900.00 5,900.00	5,900.00	Open	N 12/05/2023
Total Vendor 0695 - RGN & SONS LANDSCAPING INC.				12,585.00	12,585.00		

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 12/04/2023 - 12/15/2023

POSTED AND UNPOSTED
OPEN

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0695 - RGN & SONS LANDSCAPING INC.							
Vendor 0762 - TEAM REIL INC.							
24215							
00015668	TEAM REIL INC.	12/08/2023		8,400.00	8,400.00	Open	N
	SITE WORK, FENCE AT PLAYGROUND	MDIAZ					12/13/2023
	505-000-90520	FENCE AT PLAYGROUND		8,400.00			
Total Vendor 0762 - TEAM REIL INC.				8,400.00	8,400.00		
Vendor 0195 - THOMPSON ELEVATOR INSPECTION							
23-2870							
00015678	THOMPSON ELEVATOR INSPECTION	12/11/2023		43.00	43.00	Open	N
	ELEVATOR INSPECTIONS	MDIAZ					12/14/2023
	001-102-50340	ELEVATOR INSPECTIONS		43.00			
Total Vendor 0195 - THOMPSON ELEVATOR INSPECTION				43.00	43.00		
Vendor 0200 - TRAVELERS INSURANCE							
231127SSA30							
00015627	TRAVELERS INSURANCE	11/27/2023		453.00	453.00	Open	N
	HOA INSURANCE - SSA 30, 12 16 2023 - 12	MDIAZ					12/04/2023
	130-000-40110	LIABILITY & EXCESS INSC.		453.00			
Total Vendor 0200 - TRAVELERS INSURANCE				453.00	453.00		
Vendor 0667 - USIC LOCATING SERVICES,LLC							
627805							
00015633	USIC LOCATING SERVICES,LLC	11/30/2023		1,864.48	1,864.48	Open	N
	LOCATING SERVICES	MDIAZ					12/04/2023
	501-000-50360	LOCATING SERVICES		932.24			
	502-000-50360	LOCATING SERVICES		932.24			
589813							
00015669	USIC LOCATING SERVICES,LLC	05/31/2023		3,683.24	3,683.24	Open	N
	LOCATING SERVICES	MDIAZ					12/14/2023
	501-000-50360	LOCATING SERVICES		1,841.62			
	502-000-50360	LOCATING SERVICES		1,841.62			

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 12/04/2023 - 12/15/2023

POSTED AND UNPOSTED
OPEN

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0667 - USIC LOCATING SERVICES,LLC							
615459 00015670	USIC LOCATING SERVICES,LLC LOCATING SERVICES 501-000-50360 502-000-50360	09/30/2023 MDIAZ LOCATING SERVICES LOCATING SERVICES		2,929.74 1,464.87 1,464.87	2,929.74	Open	N 12/14/2023
Total Vendor 0667 - USIC LOCATING SERVICES,LLC				<u>8,477.46</u>	<u>8,477.46</u>		
Vendor 0207 - VILLAGE OF DEERFIELD							
557015 00015660	VILLAGE OF DEERFIELD WATER USAGE 501-000-50750	12/08/2023 MDIAZ WATER USAGE		23.20 23.20	23.20	open	N 12/06/2023
Total Vendor 0207 - VILLAGE OF DEERFIELD				<u>23.20</u>	<u>23.20</u>		
Vendor 0209 - VILLAGE OF NORTHBROOK							
231204NBK 00015626	VILLAGE OF NORTHBROOK WATER PURCHASE 501-000-50770	12/04/2023 MDIAZ WATER PURCHASE		60,995.40 60,995.40	60,995.40	Open	N 12/04/2023
Total Vendor 0209 - VILLAGE OF NORTHBROOK				<u>60,995.40</u>	<u>60,995.40</u>		
Vendor 0795 - WAYNE ENDRE CONTRACTING, INC.							
231201WAYNEENDR 00015663	WAYNE ENDRE CONTRACTING, INC. SNOW REMOVAL 112623 104-000-50180	12/01/2023 MDIAZ SNOW REMOVAL 112623		1,000.00 1,000.00	1,000.00	open	N 12/07/2023
Total Vendor 0795 - WAYNE ENDRE CONTRACTING, INC.				<u>1,000.00</u>	<u>1,000.00</u>		
Vendor 0729 - WEX BANK							
93727891 00015662	WEX BANK MONTHLY FUEL 001-110-60550	12/06/2023 MDIAZ MONTHLY FUEL		1,179.26 1,179.26	1,179.26	Open	N 12/07/2023
Total Vendor 0729 - WEX BANK				<u>1,179.26</u>	<u>1,179.26</u>		

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 12/04/2023 - 12/15/2023

POSTED AND UNPOSTED

OPEN

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0729 - WEX BANK							
Vendor 0761 - WRB LLC							
2023-35							
00015666	WRB LLC	12/01/2023		26,588.25	26,588.25	Open	N
	CONSULTANT	MDIAZ					12/13/2023
	001-101-50360	CONSULTANT		26,588.25			
Total Vendor 0761 - WRB LLC				26,588.25	26,588.25		

# of Invoices:	83	# Due: 83	Totals:	215,362.65	215,362.65
# of Credit Memos:	0	# Due: 0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:				215,362.65	215,362.65

--- TOTALS BY FUND ---

001 GENERAL	97,976.91	97,976.91
104 MFT	1,000.00	1,000.00
119 HIAWATHA WOODS	305.00	305.00
121 SSA 21 - MEDAOWLAK	305.00	305.00
125 SSA 25 ROAD MAINT.	305.00	305.00
126 SSA 26 ROAD MAINT.	2,360.00	2,360.00
128 SSA 28 ROAD MAINT.	305.00	305.00
130 SSA 30 BURR OAK TRAIL	863.00	863.00
501 CONSOLIDATED WATER FUND	95,504.82	95,504.82
502 SEWER FUND	5,150.42	5,150.42
503 MILWAUKEE/DEERFIELD TIF	1,050.00	1,050.00
504 TIF # 2 - FEDERAL LIFE	1,837.50	1,837.50
505 CAPITAL PROJECT FUND	8,400.00	8,400.00

--- TOTALS BY DEPT/ACTIVITY ---

000	117,385.74	117,385.74
101 ADMINISTRATION	78,210.99	78,210.99
102 BUILDING DEPARTMENT	5,601.75	5,601.75
104 ROAD & BRIDGE & STORM WATER	1,348.53	1,348.53
106 WOODLAND MANAGEMENT	750.00	750.00
110 POLICE	12,065.64	12,065.64

Consultants' Reports

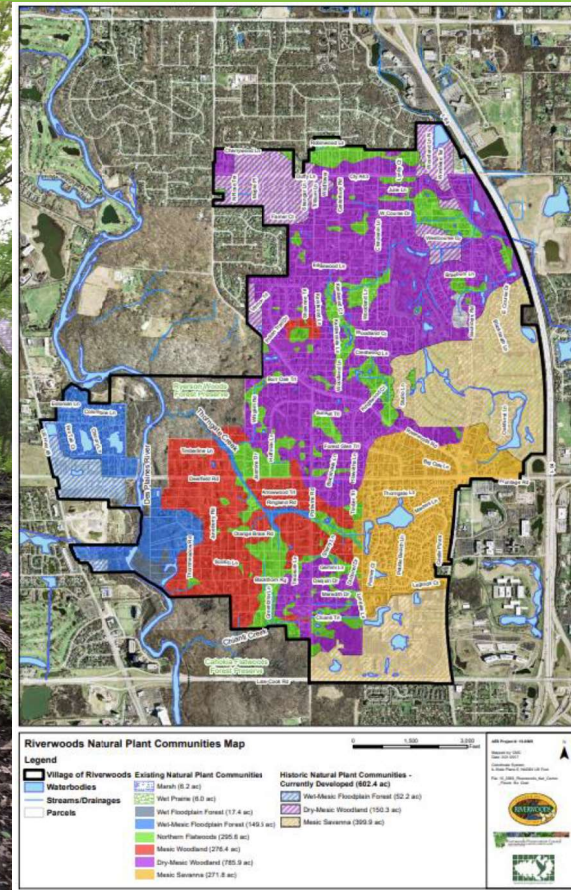
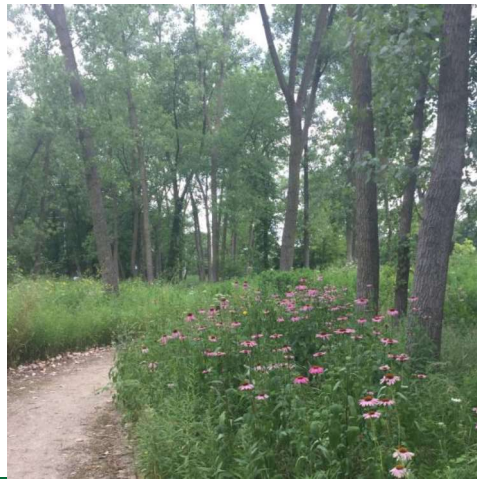
VILLAGE OF RIVERWOODS STATE OF THE WOODLANDS

The objective of the Village is to maintain and/or improve the ecological condition of existing natural areas so that ecosystems are sustainable and healthy in the future



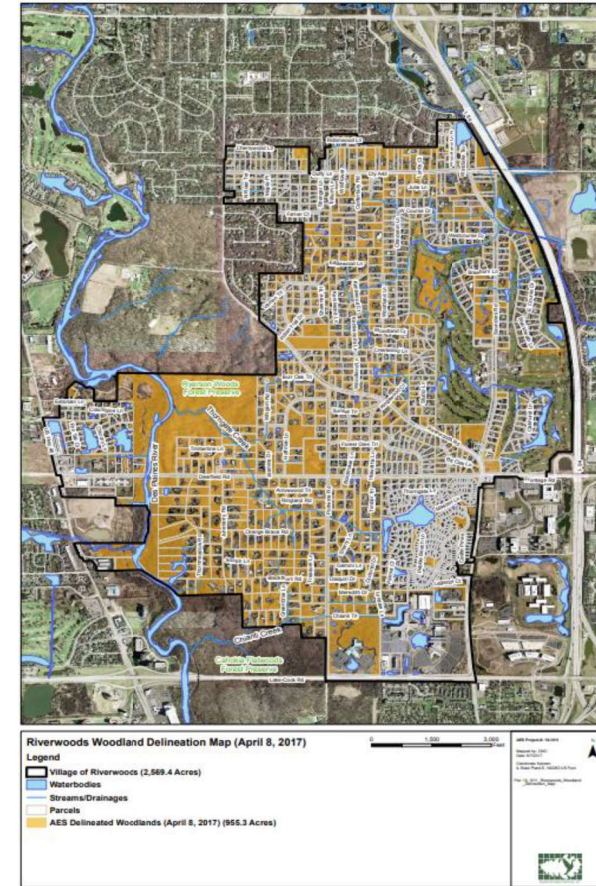
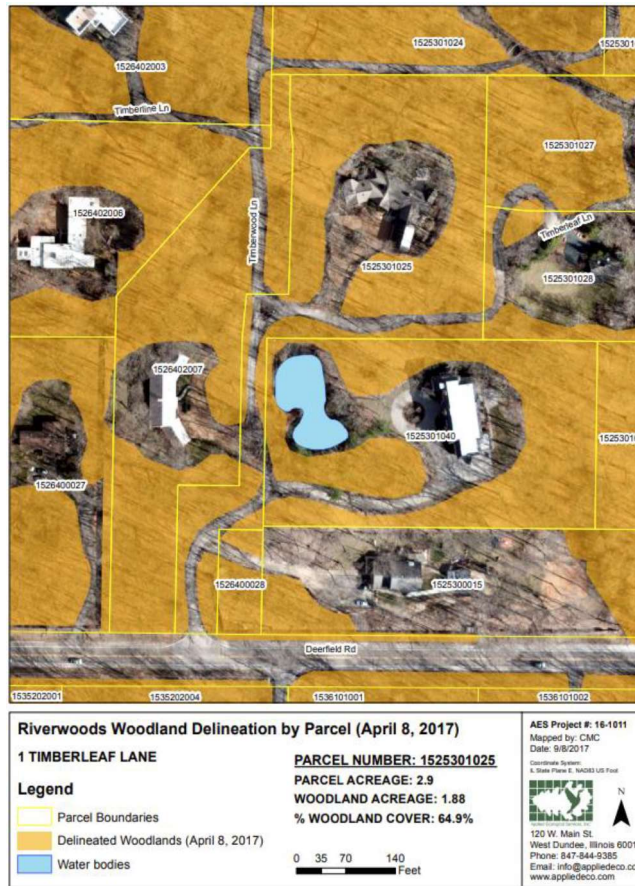
2015/16 WOODLAND COMMUNITIES MAPPING

- Floodplain Woodland = 17.4 acres
- Mesic Woodland = 149.5 acres
- Dry-Mesic Woodland = 785.8 acres
- Mesic Savanna = 271.8 acres
- Northern Flatwoods = 295 acres



2017 WOODLAND DELINEATION

The woodland boundary on each parcel was delineated using multi-spectral aerial imaging & site inspections.



2018 TREE & WOODLAND ORDINANCE

- In 2018 Tree & Woodland Ordinances were updated and combined.
- Woodland Ordinance limits removal of “Protected Woodland” to no more than 20% based on 2017 Woodland Delineation Maps.
- “Regulated Tree”: at least 1.5” dia. & ≥6 feet tall.
- All trees are “Regulated” but only “Desirable Native Trees” (condition 1-4) & 80% of root zone are protected.
- Removal of “Desirable Native Trees” or ≥ 20 CRZ requires mitigation:
 - fee based on diameter of desirable tree(s)
 - ≥\$5K -option to implement an “Ecological Mitigation Plan”

10-YEAR WOODLAND STEWARDSHIP PLAN

- Village Board approved 10-year plan in August 2018.
- Each year of plan is contracted separately.
- 35 Acres: Chianti Lots, Village Hall/North Lot, Rivenberg, Woodland Preserve
- 2023 was year 5 of plan.



All Lots (2018-2029) Woodland Management Schedule

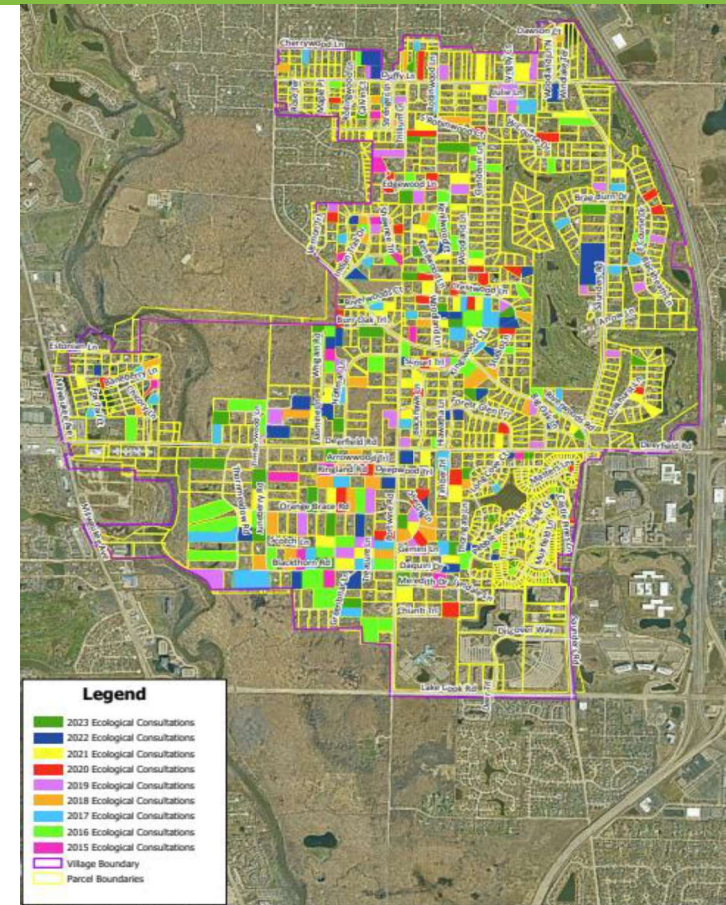
Task/Description	2018		2019				2020				2021				2022-2029			
	Nov	Dec	Jan	Feb	Aug	Sept	Mar	Apr	Aug	Sep	Aug	Sept	Nov	Dec	Aug	Sept	Nov	Dec
Invasive Shrub Removal	■	■	■															
Canopy Thinning			■	■														
Prescribed Burning (ever 4 years)													■	■			■	■
Interseeding													■	■				
Annual Invasive Species Control					■	■			■	■	■	■			■	■		
Project Ecologist Oversight			■	■														
Project Ecologist Monitoring/Report					■				■		■				■			

2016-2023 ECOLOGICAL COST SHARE PROGRAMS

*Incentive Program to help maintain the “Character of Riverwoods”- eligible to “ALL” residents

Cost Share Programs:

- 1) Canopy Tree Removal
- 2) Invasive Shrub Removal
- 3) Garlic Mustard Removal
- 4) Native Tree & Shrub Planting
- 5) Native Seeding & Planting
- 6) Rain Garden
- 7) Prescribed Burning



2016-2023 ECOLOGICAL COST SHARE SUMMARY

2016-2023 Ecological Cost Share Program Resident Participation Summary

RW Program	2016	2017	2018	2019	2020	2021	2022	2023
Prescribed Burn	1	6	6	9	4	4	3	5
Canopy Tree Removal	13	11	7	6	11	4	4	3
Invasive Shrub Removal	14	25	20	11	14	5	17	9
Native Tree/Shrub Planting	6	10	7	5	8	7	8	5
Native Seeding/Plant Plugs	5	9	6	9	12	5	15	8
Rain Garden	0	1	1	0	2	1	0	1
TOTAL PARTICIPATION	39	62	47	40	51	26	47	31

2016-2023 Ecological Cost Share Program Village Reimbursement Summary

RW Code/Program	2016	2017	2018	2019	2020	2021	2022	2023	AVERAGE \$/YR
50810: Consults/Reports	\$4,250.00	\$6,250.00	\$4,875.00	\$5,000.00	\$3,375.00	\$5,750.00	\$5,125.00	\$4,375.00	\$5,571.43
50800: Prescribed Burn	\$1,250.00	\$5,045.00	\$2,405.00	\$2,295.00	\$4,225.00	\$2,615.00	\$3,400.00	\$2,708.00	\$3,420.43
50820: Canopy Tree Removal	\$14,762.50	\$11,169.40	\$7,551.50	\$5,775.00	\$9,232.50	\$3,995.00	\$11,070.00	\$6,370.00	\$9,989.41
50830: Invasive Shrub Removal	\$13,016.00	\$39,219.10	\$12,065.00	\$35,430.03	\$10,780.00	\$10,128.70	\$28,088.50	\$17,448.00	\$23,739.33
50840: Garlic Mustard Removal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
50850: Native Tree/Shrub Planting	\$5,547.85	\$10,568.75	\$4,161.42	\$7,662.50	\$9,860.00	\$10,995.00	\$16,783.50	\$5,170.00	\$10,107.00
50860: Native Seeding/Plant Plugs	\$4,910.40	\$6,859.50	\$8,832.00	\$10,482.00	\$9,850.00	\$2,105.00	\$11,802.50	\$14,049.00	\$9,841.49
50870: Rain Garden	\$0.00	\$3,741.50	\$0.00	\$0.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	\$1,677.36
TOTALS \$/YR	\$43,736.75	\$82,853.25	\$39,889.92	\$66,644.53	\$47,322.50	\$39,588.70	\$76,269.50	\$54,120.00	\$56,303.14

OAK DECLINE SYNDROME

- Decline begins with Armillaria root disease.
- Long-term stresses (climate, age) combined with short-term stresses (defoliation, drought, flooding).
- Often followed by insect and fungal issues such as the two-lined chestnut borer.
- Red oak can die in one year; white oak usually die over several years.



OTHER INFORMATION

- Reviewed over 150 Tree Removal Permit Applications.
- Will be presenting about Riverwoods at 2024 Midwest Society for Ecological Restoration Conference at Purdue University.

Police Report

10. POLICE REPORT



**Riverwoods Police
Incident Analysis Report
Summary by Incident Type
12/19/2023**

Activity Through December 14th of Each Year

Incident Type	2023 YTD	This Time 2022 YTD
46 (7503) (Mortorist Assist)	83	78
50 PD (7572) (Crash Property Damage)	91	73
50 PI (7571) (Crash Personal Injury)	17	11
50 Priv Prop (7573) (Crash Private Property)	8	8
911 Hang up (7911)	16	16
Ambulance (7021)	348	284
Animal Problem (7245)	39	66
AOA (7001)	151	227
Armed Robbery (0310)	-	-
Assault (0500)	1	1
Attempt Suicide (7221)	1	1
Battery - Simple (0460)	1	2
Battery (0400)	3	3
Burg - From Motor Veh (0760)	-	2
Burglar Alarm (7082)	245	205
Burglary - Residential (0625)	3	4
Burglary (0600)	2	2
Cell 911 (7912)	-	2
Child Seat Inspect (7042)	5	7
Construction Comp (7078)	2	-
Controlled Substance (2000)	-	-
Credit Card Fraud (1150)	1	2
Crim Damage to Prop (1310)	8	3
Crim Sexual Assault (1563)	1	-
Crim Trespass to Land (1330)	4	-
Crim Trespass to Veh (1360)	-	-
Death Investigation (7231)	1	4
Deceptive Practice (1110)	6	5
Domestic Battery (0486)	-	-
Domestic Trouble (7130)	21	17
DUI (2410)	45	47
Fingerprinting (7039)	8	12
Fire Alarm (0733)	46	39
Fire Call (7024)	48	28
Fireworks Complaints (3001)	7	8
Forgery (1120)	-	-
Found Animal (7246)	10	11
Found Prop. (7156)	6	2
Harassment by Telephone (2825)	4	1
Hold Up Alarm (7083)	17	15
Identity Theft (7198)	12	15
Lock out - Vehicle (7051)	22	18
Lost / Mislaid Prop (7144)	3	9
Missing Person (7178)	1	2
Noise Comp (7078)	21	27
Notification (7049)	14	16
Other Comp (7079)	68	65
Other Investigation (7199)	39	35

Incident Type	2023 YTD	This Time 2022 YTD
Other Trouble (7139)	5	4
Parking Complaint (7522)	25	25
Premise Exam (7041)	1402	1205
Public Service (7040)	55	50
Roadway Debris (7250)	30	19
Solicitor (7063)	16	8
Suicide (7211)	-	-
Suspicious Auto (7123)	59	56
Suspicious Person (7123)	32	35
Telephone Threat (2820)	-	-
Theft from Motor Veh (0710)	-	3
Theft of Motor Veh (0910)	2	2
Theft Over \$500 (0815)	6	2
Theft Under \$500 (0825)	4	4
Traffic Complaint (7521)	54	56
Turned in Weapon/Ammo (7160)	1	1
Village Ord. Violation (7500)	18	25
Well Being Check (7045)	61	42
Total:	3199	2910
Crime Prevention Notices	527	514
Case Reports	178	212
Traffic Stops	1665	1867
Number of Citations issued	707	736
Number of Persons Issued Citations	465	513

22 houses are currently on the Vacation Watch list and are checked regularly.

New Business

13. NEW BUSINESS

a. Approval of a Professional Services Contract for Human Resources Consulting with WRB LLC

Background

The Compensation and Benefits Committee's work on continuing personnel support identified some critical needs for new, as well as current and longer term employees.

The Committee asked Mr. Balling to review what he has learned through his work on recruiting our Directors to assist the Committee in establishing a suitable processes and resources to meet the Village's needs. Following is a proposal from WRB, LLC for both project-based assignments ("Projects") and ongoing Human Resources support.

Mr. Balling's proposal begins with a monthly retainer which should be understood as applying to ongoing workforce support. Onboarding new employees, advising employees on health insurance plans and other employee benefits, keeping track of posting and disclosure requirements, updating management on regulatory changes, participating in employee evaluation and reviews with the Committee. The retainer contemplates an average of 15 hours/month for these tasks. Not every month will have the same demand for time but demand for these services should average out over time.

The WRB proposal identifies significant Projects. The Committee has prioritized (1) developing a framework for the Salary Administration Guidelines so that the process of setting salary ranges and conducting performance evaluations can be implemented, and (2) establishing a system of personnel files in which reviews, notices, evaluation reports, etc. for each employee are properly maintained.

Projects are matters which can be identified as having an initial up-front commitment in time to accomplish – and which will be initiated with an estimate obtained from WRB, LLC before proceeding with the work.

The Committee will determine the order of projects, and continue to define the ongoing Human Resource needs.

The Committee believes that the framework with WRB is flexible and will provide a substrate of support for ongoing human resource needs. Special projects can then be undertaken as part of an ongoing Human Resource relationship.

The Committee recommends retaining WRB for this work.

Mayor Ford

Trustee Clayton

Chief Dayno

Director Vasquez

Village Attorney Huvad



William R. Balling
Managing Director

412 S. Prindle Avenue
Arlington Heights, Illinois 60004
www.wrblc.com

Phone: 847-398-8399
Mobile: 847-863-7101
E-mail: bill@wrblc.com

December 14, 2023

Mayor Kris Ford
Village of Riverwoods
300 Portwine Road
Riverwoods, IL 60015

SUBJECT: Proposal for outsourcing Human Resource Services

Kris,

As you are aware, the recruitment of out two new directors, Steve and Tony, revealed some gaps in our personnel management program, including support processes for both workers and managers, salary administration, and records management. Further in the course of review by the Personnel Manual which is before the Comp and Benefits committee, we envision an expanded role for the Director of Finance as a point of contact for various personnel related issues. That being said, there exists within our organization gaps in our operational plan which will require a more focused effort of specialized HR work and I am proposing to the Village that contracted services fill those process gaps which currently exist in the Village.

I am attaching a work plan for your consideration. The concepts behind this program has been vetted to the Comp and Benefits Committee who believe that the program has merit and can be deployed in a cost-effective manner. They directed that this concept be formally presented to the Village Board for their consideration. The basic plan is to make available to the Village useful contracted HR services to establish basic systems in the initial phases of work to be followed by an ongoing level of advisory services as needed. I understand that you wish this program to be presented to the Village Board at its December 19, 2023 meeting.

Thank you for your consideration.



William R. Balling
Managing Director

Attach: Riverwoods HR outsourcing work plan.

Village of Riverwoods
Outsourced HR Project and Advisory Work Plan
December 19, 2023

WRB,LLC Consulting and Management Services is proposing a cost effective solution for high quality HR services as needed for the Village of Riverwoods. While the on site contact for workers will reside with the Finance Director, technical products, informational services, and advisory services as needed would be delivered by consultants, Ms. Adriane Johnson and William Balling through an ongoing service agreement between the Village and WRB,LLC. Both consultants have broad experience in human resource management and recently completed two highly successful Riverwoods recruitments for the Finance Director and Director of Community Services. Summary bios are included at the end of this work plan.

Work Plan Tasks:

The engagement objectives are twofold, to address deficiencies of personnel systems that are outdated or lacking currently in the Village, and to provide high quality support services to the workers, Managers and Village Officials (through of the auspices of the Mayor and the Compensation and Benefits Committee) to keep the Village abreast on current issues impacting Human Resource Management. Direction and contract performance would be under the oversight of the Finance Director. The following projects are seen as priorities for the HR Consultant team to address:

1. **Salary administration program.** This is a multi -step project related to overall compensation the Village offers and how salary growth is best awarded for tasks which advance the Village mission. The initiative starts with confirming that the compensation we pay is in line with the job market to be defined by the Village, for comparable communities and is affordable to the Village. This is followed by development of an equitable compensation award program ,which will include administration assessment procedures and training to ensure that employees are fairly compensated for their performance and that pay awards meet the compensation growth objectives established by the Village. Once the salary program is established it is maintained annually and aligned to the Village budget cycle prepared for public reporting.
2. **Establish a personnel records system.** Currently our records management system is not uniform throughout the Village and lacks important critical information. There needs to be developed a secure record both physically and digitaly for all municipal employees. Once this system is established there needs to be launched a secure procedure on financial personnel records to maintain and update information important to sound personnel management.
3. **Workforce support.**(partially included in retainer) There are multiple needs important to the workforce that require an organized approach and checklist to fairly administer the Village benefit programs including, IMRF retirement issues, deferred compensation program, health insurance presentation and support to issues, required training and development needs and orientation of new workers to the Village,
4. **Statutory compliance issues.** (included in retainer) There are multiple and ever changing compliance issues on the State and Federal level which have application to our workforce. Directors need a resource to identify and report to them implementation strategies necessary compliance on an ongoing basis.

5. **Intervention on crisis issues.**(included in retainer) The Village has a responsibility to ensure they are prepared to address worker crisis issues that could occur. Developing a support system and a response system in crisis situations is imperative.
6. **Meeting attendance.** (included in retainer) Staff meeting attendance, and Compensation and Benefits Committee meeting attendance when requested and updating personnel documents such as the organization chart and related issues will be updated as identified.

Commercial Terms:

While there is room to expand the project tasks listed above, these particular items were discussed at the Compensation and Benefits Committee. Tasks 1 and 2, and design of task 3 would be priced on a hourly basis of \$195 per hour for the Managing Director and \$ 140 for the Associate consultant with an 8% overhead charge on each consulting hour billed. Once directed a budget will be prepared and authorized by the Finance Director and Mayor for project control.

For the second part of work task 3, and tasks 4,5 & 6 services will be available and compensated using a continuing retainer retainer of \$2,650 per month.

Summary Bios:

WILLIAM BALLING, Managing Director, WRB, LLC Consulting and Management Services, Arlington Heights, Illinois.

Bill has made a significant contribution to professional local government serving as Buffalo Grove Village Manager for 29 consecutive years. Since 2006, Bill has been the Managing Director of WRB, LLC Consulting, a management consulting firm for Cities and Villages. WRB, LLC specializes in organizational analysis and development, interim management services, municipal operating systems development and deployment, and special research consulting. For the past 17 years, Bill has accepted assignments with more than eighty local government entities. He will be involved in all scope of service objectives and will coordinate the project.

Among some of the more significant projects developed by Bill Balling include: While serving as Buffalo Grove Village Manager, secured one of the first Accredited Public Works Department in Illinois, and established a comprehensive series of operational performance metrics, doing so in a non-union environment.

1. While serving as Interim Village Manager for Prospect Heights, Clarendon Hills, Kildeer, and Highwood, Illinois conducted a comprehensive staffing and performance assessment for all municipal departments with specific recommendations on enhancing performance.
2. While serving as Interim Fire Chief for Lombard and Elk Grove Village, Illinois, conducted organization and department assessment for these mid-sized fire departments.
3. While serving as a Consultant, redesigned the basic fire service for the Village of Barrington upon their separation from the Barrington Countryside Fire Protection District and reduced cost, staffing, and apparatus while improving response

capabilities and improving the Department's ISO fire rating.

4. While serving as the Chairman of the Northwest Water Commission and serving as a Consultant to 15 municipal clients, provided analysis and structure in securing long-term Lake Michigan water supply and in the case of the Northwest Water Commission doing so with the lowest wholesale water cost in metropolitan Chicago.

5. While serving as a Consultant, and assisted the Round Lake Beach Police Department with a command assessment and leadership succession plan second engagement completed a leadership assessment for the Round Lake Beach Public Works Department.

6. While serving as a Consultant restructured the Northbrook Development Department including the presentation of a permit tracking system.

7. While serving as a Consultant, completed 17 municipal service sharing and consolidation phase one studies to provide a pathway for greater operations efficiency.

Additionally, Bill served for three years as a co-chairman of the Citizens Advisory Committee to the Chicago Metropolitan Agency for Planning during the creation of the GoTo 2040 Regional Comprehensive Plan, serves on the municipal capacity committee for the CMAP 2050 update. Bill has also chaired the Committee on critical infrastructure for the Metropolitan Mayor Caucus. He also serves as a Bank Director for Northbrook Bank and Trust. These positions provide Bill with a unique perspective on the complex interrelationships of the Chicago business and governmental agendas.

Bill Balling received his Liberal Arts degree from Elmhurst College and holds a Master's degree in Public Administration from Northern Illinois University, with an emphasis in municipal management. In 2002-2003, Bill attended and was certified in the Kellogg School of Management at Northwestern University. He maintains his professional Credentialing status through the International City and County Management Association (ICMA). Bill, an Army veteran, is married to Nancy and resides in Arlington Heights. They have two adult children who have active careers as a piano musician and health scientist.

ADRIANE JOHNSON, Managing Principal, Populus XP, LLC HR and Management Services, Riverwoods, Illinois.

Adriane Johnson has more than two-plus decades of private sector and nonprofit experience in policy development and implementation, diversity management, and human resources and employee relations. Adriane is Managing Principal at Populus XP, and in this capacity, she has responsibility for helping companies manage their investment in employees.

Adriane has extensive professional experience in management structure and staffing analysis. She has strategic experience in business law and preparation and execution of HR infrastructures and business plans. Some of the more significant projects developed by Adriane include:

1. While serving as Consultant for the American Brain Tumor Association, conducted several capacity assessments, which included gathering and

analyzing departmental processes, workflows, staffing, resources and tools required for task completion and interdepartmental collaboration.

2. While serving as Consultant for the American Veterinary Medical Foundation (AVMF), she conducted job analyses and reviewed job descriptions and prepared new descriptions where necessary.

3. While working as a Consultant for the ABTA, AVMF, and WRB, LLC, analyzed and prepared recommendation on staff realignments and capacity requirements including resource allocation.

4. While serving as a consultant, worked closely with clients on workforce development issues and organizational design.

5. While working with several developing nonprofits, completed study on management structure, worker capacity assessment and staffing adequacy.

6. While serving as Commissioner on Village of Buffalo Grove Board of Fire and Police Commissioners for nearly three years, instrumental in developing the oral interview questions for entry-level, lateral entry, and Sergeant- / Lieutenant-level police positions. Additionally, she has worked directly with Police / Fire Command Staff to determine the qualities and characteristics required for all levels of staffing.

Adriane develops timely and customized HR solutions, including workforce planning, capacity assessment, developing formal HR infrastructures, conducting compensation and benefit analyses, handling talent acquisition and development, and developing programs to keep employees engaged. Implemented a safety training program and a comprehensive employee on boarding program, which enhanced the company's brand identity, while ensuring a safe work environment.

Adriane has been active in Board and Leadership development and has guided Boards on leadership strategies, staff relations, and organizational structure. Adriane has participated in the execution of a comprehensive and integrated business plan, which focused on business strategy and objectives. Adriane has a Bachelor of Arts Degree from Columbia College, Chicago and a Master of Jurisprudence from Loyola University Chicago School of Law, and is she the State Senator for the 30 th Legislative District.

13. New Business

b. Approval of an Ordinance Amending the Class B Liquor License Classification to provide for B-1 and B-2 Liquor License Classifications

ORDINANCE NO. 23-12-__

AN ORDINANCE AMENDING THE CLASS B LIQUOR LICENSE CLASSIFICATION TO PROVIDE FOR B-1 AND B-2 LIQUOR LICENSE CLASSIFICATIONS IN THE VILLAGE OF RIVERWOODS

WHEREAS, the Village of Riverwoods (the “Village”) is a home rule municipality in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, the President and Board of Trustees of the Village have determined that amending creating subdivisions of the “Class B” liquor license will assist the operation of the Deerfield Park District and serve the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RIVERWOODS, as follows:

SECTION ONE: Subsection A of Section 3-2-5 of the Village Code is hereby amended by revising paragraph 2, to read as follows:

2. Class B-1 (Park District Golf Course License): The B-1 park district golf course liquor license shall authorize the Deerfield Park District to sell alcoholic liquors at retail, **Monday through Thursdays** during the hours of ten o'clock (10:00) A.M. until twelve o'clock (12:00) midnight **and during the hours of eight (8:00) A.M. until twelve o'clock (12:00) midnight, Fridays, weekends and holidays**, in buildings of the park district's golf course located within the Village; provided, however, that the sale of alcoholic liquors is limited to and shall be sold in connection with the operation of an established food serving facility during times when food is dispensed for consumption upon the premises, all pursuant to 235 Illinois Compiled Statutes 5/6-15.

Class B-2: (Park District Golf Course Operator License): The B-2 park district golf course operator liquor license shall authorize the licensee to sell alcoholic liquors at retail under the same time, place and manner regulations as are applicable to the Deerfield Park District under the B-1 liquor license. The licensee under the B-2 liquor license must be a restaurant operator under contract with the Deerfield Park District who is principally responsible for operating the licensed premises as a bona fide food serving facility at all times except during special events conducted directly by the Deerfield Park District.

SECTION TWO: There shall be one (1) license for the “Class B-1” liquor license classification in the Village and one (1) license for the “Class B-2” liquor license classification in the Village, and the table in Section 3-2-5-B of the Riverwoods Village Code shall be amended to indicate the authorized number of such licenses.

SECTION THREE: This Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner required by law.

PASSED & APPROVED this 19th day of December, 2023.

AYES:
NAYS:

Village President

Attest:

Village Clerk

13. NEW BUSINESS

c. Approval of Resolution Adopting 2023 Amendments to the Village Personnel Manual

The Village Personnel Manual in its current form was adopted in 2017 and last revised in 2020. The packet includes a Resolution approving updates to the Personnel Manual, some of which are intended to align the Village's personnel practices with certain requirements of the Paid Leave for All Workers Act (820 ILCS 192/1 et seq.). After this memo is a redlined version of the Personnel Manual showing all changes since the last revision.

While the changes can seem extensive, they can be summarized as follows:

- See section 1.2 - updated with Paid Leave Act in mind. The intent is to say that the 40 hours of paid leave are already reflected in our vacation time -- if the Paid Leave Act ever is mandated on us, we want to make clear that we are not then merely adding 40 hours to what we already provide but rather reserve the right to adjust the total hours of time off.
- Also, there is a clearer distinction among regular employees, employees subject to collective bargaining, and supervisory police officers holding management positions. Rather than repeating some sections later in the document (one for civilians, one for sworn officers) it became simpler to add a simple proviso at the end of certain sections stating that a different rule applies to covered employees (those who are union).
- Organization of the Village in sec 1.3 is updated. We eliminated the term Office Manager and instead used Finance Director in many places --
- Holidays -- sec 4.1 -- we inserted all state holidays and grant holidays for full time and part time employees.
- Vacation – sec 4.2 – in keeping with the Paid Leave for All Workers Act, part time and full time employees will accrue vacation time, at rates proportionate to a 40-hour work week. The vesting schedule was changed to allow 10 days of vacation time in the first year and thereafter 15 days (for a normal 40 hour week). Some legacy language from earlier personnel manuals no longer applies to any employee. Finally, we added a paragraph to provide an accrual specifically for part time police officers that would be paid out each December, since part-time officers really don't take leave. The carryover of vacation time was kept to 5 days but without mentioning the discretion of the village president or requirement that it be used in the first calendar quarter.
- Sick Leave – sec 4.3, sick leave is provided to full time employees, previously at the rate of 6 days per year and is now revised to 12 days (the same rate applicable to police officers). The revision adds a carryover of up to 6 unused sick days, but no more than that number. The accumulated sick days are not paid out (in contrast to the practice under the police contract).

- Health Care Benefits -- Sec 5.1, now eliminates limitations on paying for premiums of spouse and dependents - which, as proposed, is a 75% share for the village.
- This update does not address Appendix A, Salary Administration Guidelines, which the Village is proposing to reconsider as a part of human resources outsourcing contract also under consideration in this agenda packet.

Attachments:

Resolution

Personnel Manual with changes redlined

Prepared by:

Village Attorney

RESOLUTION NO. 23-12-__

**A RESOLUTION ADOPTING 2023 AMENDMENTS TO THE
VILLAGE OF RIVERWOODS PERSONNEL MANUAL**

WHEREAS, the Village of Riverwoods (the “Village”) is a home rule municipality in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, the President and Board of Trustees of the Village have determined that certain amendments to the Village Personnel Manual are necessary to remain in compliance with current laws and to implement best management practices to recruit and attract capable employees; and

WHEREAS, the President and Board of Trustees of the Village have determined that that the amendments to the Village Personnel Manual as presented to the Village Board prior to the adoption of this Resolution will properly align the level of employee benefits needed in the future to support the Village’s ability to provide uninterrupted services to its residents and that adopting such amendments is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RIVERWOODS, as follows:

SECTION ONE: The preceding “whereas” clauses are hereby made a part of this Resolution and the facts and findings contained therein are hereby adopted as part of this Resolution.

SECTION TWO: The Village of Riverwoods Personnel Manual, as revised and in the form of Exhibit A attached hereto, is hereby adopted as the general informational guide to the employment practices and policies of the Village. Included within the Personnel Manual is the Village’s policy prohibiting sexual harassment as required by Public Act 100-0554.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES:

NAYS:

PASSED & APPROVED this 19th day of December 2023.

Village President

Attest:

Village Clerk

VILLAGE OF RIVERWOODS

PERSONNEL MANUAL

**First Adopted by the President and Board of Trustees
November 21, 2017, as now revised through ~~May~~December 19, ~~2020~~2023**

300 Portwine Road, Riverwoods, IL 60015 • 847-945-3990 • www.riverwoods-il.net.gov

DISCLAIMER

THIS PERSONNEL MANUAL IS NOT AN EXPRESSED OR IMPLIED CONTRACT OF EMPLOYMENT, NOR IS IT INTENDED TO CREATE ANY RIGHTS OR BE IN THE NATURE OF AN EMPLOYMENT CONTRACT. THIS PERSONNEL MANUAL IS SIMPLY AN OVERVIEW OF CURRENT POLICIES RELATING TO EMPLOYMENT WITH THE VILLAGE OF RIVERWOODS. THIS PERSONNEL MANUAL AND THE POLICIES IT CONTAINS MAY BE VARIED FROM, CHANGED, SUPPLEMENTED, OR DISCONTINUED AT ANY TIME, WITH OR WITHOUT NOTICE.

ANY EARLIER ORAL OR WRITTEN POLICIES OR MANUALS REGARDING THE TERMS AND CONDITIONS OF EMPLOYMENT AT THE VILLAGE OF RIVERWOODS THAT MAY HAVE BEEN MADE OR DISTRIBUTED ARE HEREBY VOID AND SUPERSEDED. IN THE ABSENCE OF A COLLECTIVE BARGAINING AGREEMENT OR WRITTEN EMPLOYMENT AGREEMENT EXECUTED BY THE VILLAGE PRESIDENT, EMPLOYMENT WITH THE VILLAGE IS "AT-WILL". AT-WILL EMPLOYMENT MEANS THAT EITHER THE VILLAGE OR THE EMPLOYEE CAN TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME WITH OR WITHOUT CAUSE OR NOTICE.

CHAPTER 1: INTRODUCTION

- 1.1 About this Personnel Manual
- 1.2 Policies taking precedence
- 1.3 Management Authority
- 1.4 Employee Suggestions

CHAPTER 2: GENERAL EMPLOYMENT PRACTICES

- 2.1 Equal Employment Opportunity
- 2.2 Salary Administration Plan
- 2.3 Types of Appointment
- 2.4 Non-Exempt and Exempt Positions
- 2.5 Immigration Status
- 2.6 Introductory Period
- 2.7 Employing Relatives
- 2.8 Personal Relationships with Other Employees
- 2.9 Testing
- 2.10 Reasonable Accommodation
- 2.11 Observance of Religious Holidays
- 2.12 Medical Examination
- 2.13 Employment Records
- 2.14 Safety -- Work Related Injuries
- 2.15 Parking
- 2.16 Travel Regulations
- 2.17 Business Expense Reimbursement
- 2.18 Use of Village Vehicles
- 2.19 Driver's License – Professional Licensure
- 2.20 Bulletin Boards
- 2.21 Smoke-Free Workplace; Use of Electronic Cigarettes
- 2.22 Training Programs
- 2.23 Work Schedules
- 2.24 Nursing Mothers
- 2.25 Confidentiality

CHAPTER 3: COMPENSATION

- 3.1 Compensation
- 3.2 Normal Workday
- 3.3 Pay Periods
- 3.4 Deductions
- 3.5 Overtime
- 3.6 Promotions
- 3.7 Lateral Transfers

3.8 Demotions

CHAPTER 4: LEAVE PROGRAMS

4.1 Holidays and Personal Days

4.2 Vacation ~~(Sworn Officers)~~ ~~Vacation (Civilian Employees)~~

~~4.3 Sick Leave 4.4 (Sworn Officers)~~

4.4 Supervisory Police Officers ~~4.6 Sick Leave (Civilian Employees)~~

4.5 Unpaid Leave of Absence

4.76 Bereavement and Funeral Leave

4.87 Military Leave

4.98 Jury Duty

4.109 Illinois Victims' Economic Security and Safety Act (VESSA)

4.1110 School Visitation

4.1211 Voting Leave

4.1312 Blood Donation Leave

4.1413 Family and Medical Leave Act and Military Leave (FMLA)

CHAPTER 5: EMPLOYEE BENEFITS

5.1 Health Care Insurance

5.2 Illinois Municipal Retirement Fund

5.3 Worker's Compensation

5.4 Employee Assistance Program (EAP)

5.5 Membership in Organizations

CHAPTER 6: SEPARATION

6.1 Retirement and Resignation

6.2 Reductions in Force

6.3 Re-Employment

6.4 Continuance of Medical Insurance Coverage (COBRA)

CHAPTER 7: EMPLOYEE CONDUCT

7.1 Standard of Conduct

7.2 Employee Discipline

7.3 Code of Ethics

7.4 Policy Against Discrimination, Harassment and Sexual Misconduct

7.5 Violence in the Workplace

7.6 Anti-Bullying

7.7 Americans with Disabilities Compliance

7.8 Drug Free Workplace

7.9 Drug and Alcohol Testing/ Abuse Policy

7.10 Solicitation and Selling among Employees

7.11 Outside Employment

7.12 Computer, Internet and Network Usage

- 7.13 Purchase of Village Property
- 7.14 Political Rights of Local Government Employees

VILLAGE OF RIVERWOODS PERSONNEL MANUAL

CHAPTER 1: INTRODUCTION

About This Personnel Manual
Provisions Taking Precedence over Personnel Manual
Management Authority
Employee Suggestions

1.1 ABOUT THIS PERSONNEL MANUAL

This Personnel Manual is given to you and all employees to describe personnel policies, procedures and benefits administered by the Village, and it supersedes all previous personnel manuals and policies that may have been issued in the past on the subjects covered. Policies and procedures outlined in this Personnel Manual take effect upon its adoption by the Board of Trustees (the "Effective Date").

The ability of the Village to provide quality services is dependent on the employees consistently performing at a professional level. Therefore, employees are expected to do their best work, to be regular in their attendance on the job and to respect the rules, regulations and policies of the Village. One of your responsibilities is to become familiar with and comply at all times with the contents of this Personnel Manual. Please contact the ~~Office Manager~~ [Finance Director](#) with any questions you may have about it.

It is important for you to understand that the information contained in this Personnel Manual is presented as a guide, and is not intended to address every aspect of the employment relationship. This Personnel Manual is not a contract, and its contents should not be interpreted as a contract between the Village and you or any of its employees. The Village may change, supplement or terminate policies, procedures, or benefits described in this Personnel Manual, with or without prior notice. The Personnel Manual is maintained in digital format on the Village's computer network, and therefore changes may occur by amending the electronic version, which you should consult from time to time.

In the absence of a collective bargaining agreement or written employment agreement that has been executed by the Village President, employment with the Village is "at-will". At-will employment means that the Village has the right to terminate your employment at any time, with or without cause or advance notice, and you have the same right. Violation of any of the rules or policies in this Personnel Manual may result in discipline, up to and including termination, depending on the circumstances. There is no requirement that employees be warned or suspended before being terminated.

Nothing in this Personnel Manual limits the right and authority of the Village to establish and administer all matters of inherent managerial policy, including, but not limited to, the functions of the Village government and its departments, standards of service, budgeting, organization structure, the selection of any new employees and the direction of employees.

1.2 POLICIES TAKING PRECEDENCE

Certain employees of the Village are represented for purposes of collective bargaining by a union. Employees within the union bargaining unit ("covered employees") are covered by a written union contract, also known as a "collective bargaining agreement." Many of the policies and benefits described in this Personnel Manual apply to both union and non-union employees. In the event that there is any discrepancy between the information contained in this Personnel Manual and matters contained in a collective bargaining agreement, the provisions of the collective bargaining agreement will control for covered employees.

In the case of sworn police personnel, the operating procedures (General Orders) promulgated from time to time by the Police Department take precedence when in conflict with any provisions set forth herein. Sworn police personnel are also subject to certain provisions of laws of the State of Illinois pertaining to their rights, obligations and duties.

Specific exceptions may be made in this Personnel Manual in the case of supervisory police officers (i.e., sworn officers in managerial positions who are not covered employees).

For example, covered employees will receive holiday pay (including floating holidays) pursuant to their collective bargaining agreement. To formulate more consistent policies within the police department, the vacation pay, holiday pay and personal days for supervisory police officers will be provided in accordance with the police budget prepared from time to time by the Police Chief and approved by the Village Board.

Finally, under this Personnel Manual, all employees are entitled to vacation pay based on the hours worked in a calendar year and the overall years of service. The Village, in the exercise of its home rule powers, has elected not to adopt the provisions of Paid Leave for All Workers Act (820 ILCS 192/1 *et seq.*) ("PLAW") due to the policies enacted in this Personnel Manual granting the equivalent of paid leave to all employees. The vacation pay for employees, as specified in this Personnel Manual or any collective bargaining agreement, is intended to be provided in lieu of paid leave as specified under PLAW. If and to the extent that any future legislative enactment or judicial decision mandate that home rule municipalities must enact paid leave as specified in PLAWA, then the Village may adjust vacation pay in this Personnel Manual to take into account any paid leave provided as a separate benefit so that there is no duplication of benefit.

~~Certain employees of the Village are represented for purposes of collective bargaining by a union. Employees within the union bargaining unit are covered by a written union contract, also known as a "collective bargaining agreement." Many of the policies and benefits described in this Personnel Manual apply to both union and non-union employees. However, in the event that there is any discrepancy between the information contained in this Personnel Manual and matters contained in a collective bargaining agreement, the provisions of the collective bargaining agreement will control for those employees covered under the collective bargaining agreement.~~

~~In addition, this Personnel Manual is not intended to and does not confer any benefits, compensation, or rights of any kind to union represented employees that are greater than or extend beyond those required by the collective bargaining agreement.~~

If any of the policies in this Personnel Manual are found to be in conflict with the laws of the State of Illinois, the laws shall take precedence.

~~For certain employees hired prior to October 1, 2017, certain policies in effect under the Personnel Manual adopted May 15, 2001 (the "Prior Manual") are carried over, to the extent expressly set forth herein, to the extent necessary to resolve the conflict.~~

1.3 MANAGEMENT AUTHORITY – VILLAGE ORGANIZATION

The Village is governed by the Board of Trustees, consisting of six, elected Trustees and the Village President, who is the presiding officer at meetings of the Board. The Village President and designated Trustees serving on the "Compensation and Benefits Committee" have responsibility for advising the full Board on compensation and benefit policies for the Village.

The Village President is the chief executive officer of the Village, heads the Administration Department and is responsible for the administration of the policies and procedures in this Personnel Manual. This responsibility and authority may be delegated to heads of departments (Finance, Building and Police) as the Village President's designees. All department heads report to the Village President.

The Village Clerk is an appointed position that performs statutory duties for keeping the records of the Village. The Village Clerk has ~~an Administration Department, Finance Department, Building Department and Police Department. All department heads report~~ other administrative duties as from time to time assigned by the Village President.

~~The Village President or designee is head of the Administration Department and is primarily responsible for human resources, managing and supervising employees (other than sworn officers in the Police Department) and related inquiries, such as payroll, salary, leaves and employee benefits.~~

The Administration Department ~~oversees~~manages the general operations of the Village, responds to residents concerning services provided by the Village (or contracted with other agencies), ~~oversees~~oversee business licenses, provides administrative support to boards, commissions and volunteer committees, maintains the Village calendar of events, administers human resources and provides accounting and finance support functions.

The Finance Director is head of the Finance Department, which provides control and reporting functions for the financial affairs of the Village in liaison with the Village Treasurer. The Finance Director is primarily responsible for human resources, managing and supervising employees (other than sworn officers in the Police Department) and related inquiries, such as payroll, salary, leaves and employee benefits. Other tasks include analysis and recommendation for administrative focus, financial process review and improvement, and advising on financial negotiations with outside agencies and service providers.

The Director of Community Services is head of the Building Department. The Building Department administers building, construction, zoning, planning and code compliance activities in the Village.

The Chief of Police administers the Police Department. The other supervisory police officers ~~include~~ are the Commander and Sergeant.

1.4 EMPLOYEE SUGGESTIONS

The Village is committed to fostering a work environment of mutual trust, respect, dignity, and to encouraging a collective commitment to excellence. The Village seeks to achieve that goal through the employment of individuals who care about their jobs, take pride in themselves and their contributions, and understand the importance of teamwork. As such, suggestions for the improvement of any portion of the Village's services are encouraged and welcome. Suggestions may be submitted to your department head, ~~the Office Manager,~~ or the Village President at any time.

CHAPTER 2: GENERAL EMPLOYMENT PRACTICES

- Equal Employment Opportunity
- Salary Administration Plan
- Types of Appointment
- Non-Exempt and Exempt Employees
- Immigration Status
- Introductory Period
- Employing Relatives
- Personal Relationships with Other Employees
- Testing
- Reasonable Accommodation
- Observance of Religious Holidays
- Medical Examination
- Employment Records
- Safety -- Work Related Injuries
- Parking
- Travel Regulations
- Use of Village Vehicles
- Driver's License – Professional Licensure
- Bulletin Boards
- Smoke-Free Workplace and Use of Electronic Cigarettes
- Training Programs
- Work Schedules
- Nursing Mothers
- Confidentiality

2.1 EQUAL EMPLOYMENT OPPORTUNITY

The Village complies with all applicable state and federal laws in regard to equal opportunities in employment and in administering all aspects of employment without regard to sex, color, race, ancestry, religion, creed, national origin, age, disability, marital status, military status, veteran status, genetic information, gender identity, gender expression, pregnancy, sexual orientation,

order of protection status, arrest record, citizenship or any other legally protected characteristics or group status. The Village forbids retaliation against any employee filing a complaint of discrimination or harassment pursuant to this policy. Compliance with the letter and spirit of this policy is required of all employees. Violations of this policy should be immediately reported to your supervisor (or the Village President if the complaint involves the supervisor).

2.2 SALARY ADMINISTRATION GUIDELINES

Pursuant the Salary Administration Guidelines attached as **Appendix A**, as from time to time amended by the Village Board, the Village identifies and groups job positions in the Village into various pay grades and salary ranges. A "position" is a specific, budgeted job position with the Village.

2.3 TYPES OF APPOINTMENT

There are four types of appointment to positions in the Village. The official starting date of each appointment is the date on which the individual begins work. These categories are determined by the nature of the assignment and/or the expected hours of work on an annual basis.

Full Time Employee. These employees are regularly scheduled to work thirty-five (35) or more hours per week throughout the entire calendar year.

Part Time Employee. These employees are regularly scheduled to work fewer than thirty-five (35) hours per week but work throughout the 12-month period of the calendar year. A part time employee may not work more than 1,000 hours per year. However, if the Police Chief has allowed a part-time sworn officer to work more than 1,000 hours in a given year to provide police coverage not otherwise available, such officer shall continue to be a part time employee.

Temporary Employee. These employees are appointed to a temporary employment position and, as such, are employed and scheduled to work for a limited and defined period ~~on a~~ [on a](#) project, generally but not always for periods of less than six months of the year. Temporary and seasonal employees shall have no expectation of future employment with the Village and must reapply to be considered for employment after their assignment has ended. Temporary employees may not work more than 1,000 hours per year.

Acting Appointment. These employees are assigned temporarily to fill either a position for which a permanent appointment is being sought or a position where the permanent appointee is on leave.

2.4 NON-EXEMPT AND EXEMPT EMPLOYEES

Non-Exempt Employees. Employees who are subject to minimum wage and overtime laws are called "non-exempt." The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States receive at least the federal minimum wage for all hours worked and receive overtime pay, at the rate of one and one-half hours for each hour worked over forty (40) in a workweek. Sworn officers in the police department are entitled to receive

overtime on the basis of a different workweek.

For sworn police officers who are non-exempt employees, Section 7(k) of the FLSA provides that they may be paid overtime on a "work period" basis. A "work period" may be from 7 consecutive days to 28 consecutive days in length. For work periods of at least 7 but less than 28 days, overtime pay is required when the number of hours worked exceeds the number of hours that bears the same relationship to 171 as the number of days in the work period bears to 28.

If you are eligible for overtime pay (including pay due under our personnel policies or pursuant to a collective bargaining agreement) and work more than 40 hours in a work week, you must maintain a record of the total hours you work each day. These hours must be accurately recorded using our time-keeping system. You should not work any hours outside of your scheduled work day unless your supervisor has authorized the unscheduled work in advance. Do not start early, finish late, work during a meal break, or perform any extra work unless you are authorized to do so in advance, and the time is reported on your time-keeping record. You are required to verify that the reported hours worked are complete and accurate and that you have not worked any "off-the-clock" or unrecorded time. Your recorded hours worked must accurately reflect all regular and overtime hours worked, any absences, early or late arrivals, early or late departures and meal breaks. At the end of each workweek, you should submit your completed time record for verification and approval. When you receive each paycheck, please verify immediately that you were paid correctly for all regular and overtime hours worked.

Exempt Employees. Section 13(a)(1) of the FLSA provides an exemption from both minimum wage and overtime pay for certain employees, including any employed as bona fide executive, administrative or professional employees. Employees who are not subject to minimum wage and overtime laws are called "exempt."

Job titles do not determine exempt status. In order for an employee to qualify as "exempt" from minimum wage and overtime, an employee's specific job duties and salary must meet all the requirements of the Department of Labor's regulations. If you are classified as an exempt, salaried employee, you will receive a salary which is intended to compensate you for all hours that you may work for the Village. This salary will be set at the time of hire or whenever you become classified as an exempt employee. Your salary may be subject to review and modification from time to time, such as during salary review time.

Deductions from an exempt employee's pay are permissible under the following circumstances:

- When an exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability;
- For absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- To offset amounts that employees receive as jury or witness fees or for military pay;
- For unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions;

- In the initial or terminal week of employment in the event you work less than a full week;
- For penalties imposed in good faith for infractions of safety rules of major significance;
- For weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act, as adopted by the Village.

An exempt employee's salary may also be reduced for certain types of deductions such as his or her portion of health, dental or life insurance premiums, state, federal or local taxes, social security, Medicare, IMRF, or contributions to a 401(k) plan.

Please note that you will be required to use accrued vacation, personal days or other forms of paid time off for full or partial day absences for personal reasons, sickness or disability. However, an exempt employee's salary will not be reduced for partial day absences (for absences approved by your supervisor) if he or she does not have accrued paid time off.

Prohibition of Improper Salary Deductions. It is our policy to comply with the salary basis requirements of the FLSA. Therefore, we prohibit any member of management, elected or appointed official from making any improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and that the Village does not allow deductions that violate the FLSA.

Reporting Errors or Improper Deductions. We make every effort to ensure that all of our employees are paid correctly. Occasionally, however, an inadvertent error can occur. Please review your paystub every pay period. If you find an error, please call it to our attention immediately by reporting it to your immediate supervisor or to the ~~Office Manager~~[Finance Director](#). If you believe that an improper deduction has been made from your salary, you should immediately report this to your direct supervisor or to the ~~Office Manager~~[Finance Director](#). Reports of errors or improper deductions will be promptly investigated.

If it is determined that an error or improper deductions has occurred, it will be promptly corrected and you will be promptly reimbursed for any improper deduction made. No employee will be retaliated against for reporting violations of this policy or for cooperating in an investigation of a reported violation.

2.5 IMMIGRATION STATUS

All individuals who receive offers of employment must furnish proof of identity and employment eligibility in the United States within their first three days of employment, as required by federal immigration law. The new employee must also sign INS Form I-9, as required by law.

2.6 INTRODUCTORY PERIOD

The Village provides an introductory period for new employees in order to allow the Village ample time to evaluate the potential and performance of a new employee and to provide ample time for the employee to learn to perform the duties of the position. The introductory period is one year for all positions (excluding those employees covered by collective bargaining agreements). During the introductory period, a new employee may be evaluated more frequently, as deemed

appropriate by the Village. Successful completion of the introductory period does not change an at-will employee's at-will status. At will employees can be terminated with or without notice or cause both during and after completion of the introductory period.

2.7 EMPLOYING RELATIVES

It is the Village policy not to employ relatives of elected Village officials.

Relatives of employees (other than relatives of Village officials) are allowed to be employed by the Village; however, an employee in a supervisory or management role may not supervise or direct another employee who is a relative. The Village defines a relative under this policy as inclusive of parent, brother, sister, child, aunt, uncle, nephew, niece, grandparent, grandchild, stepparent/child, brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law or son-in-law.

2.8 PERSONAL RELATIONSHIPS WITH OTHER EMPLOYEES

Working relationships can sometimes evolve into personal relationships. When employees are engaged in a personal relationship, a conflict of interest may arise in certain instances. In order to avoid conflicts of interest, the Village has implemented the following policy.

For purposes of this policy *personal relationship* includes dating; engagement to be married; cohabitation within the same household and living in a romantic partnership (excludes platonic roommates sharing living expenses); having a romantic or sexual relationship.

An employee may not supervise or hire a person with whom he or she is having a personal relationship. An employee may not work in a position where he or she has influence over the terms and conditions of the employment of a person with whom he or she has a personal relationship.

Disclosure: Employees that are in a personal relationship must immediately report the relationship to the ~~Office Manager~~[Finance Director](#), if either employee supervises the other, is in a position to hire the other, or has any influence over the other employee's terms and conditions of employment. Failure to comply with this policy can lead to discipline, including termination.

2.9 TESTING

You may be asked in the course of hiring, transfers or promotion to take job-related tests, as approved by the Administration Department, in order to assess your skills or aptitude for certain positions. If you are currently employed by the Village, testing will be done during the course of your normal work schedule, whenever possible. Testing procedures for sworn personnel will be determined according to General Orders promulgated by the Police Chief.

2.10 REASONABLE ACCOMMODATION

The Village will make reasonable accommodations for the known physical or mental disabilities

of an otherwise qualified employee or applicant unless undue hardship would result. If employees have a disability and require reasonable accommodation in order to perform the essential functions of the job, they should contact the ~~Office Manager~~[Finance Director](#), or designee, and request such an accommodation. They should specify the accommodation that they feel they would need to perform the essential functions of the job. An applicant who requires a reasonable accommodation to participate in the application process should contact the ~~Office Manager~~[Finance Director](#). The Village then will engage in an interactive process with the applicant/employee to identify the barriers, if any, which are interfering with the employee's ability to perform the essential job functions or the applicant's ability to participate in the application process. The Village will identify possible accommodations, if any that will help eliminate the limitation.

2.11 OBSERVANCE OF RELIGIOUS HOLIDAYS

Every effort will be made to allow you time off from work to observe religious holidays, if you provide advance notice and obtain approval from the ~~Office Manager~~[Village President](#), so long as the time off will not result in undue burden on the Village. Every attempt will be made to accommodate your request to be off work on a recognized religious holiday, not observed by Village policy, unless the time off would result in undue burden on the Village. You may use personal days, vacation days or unpaid time to be off work for this purpose. Any reasonable request will not be arbitrarily denied.

2.12 MEDICAL EXAMINATION

After receiving a conditional offer of employment, you may be asked to undergo a post-job offer medical examination, performed by a physician or public health nurse, when appropriate to establish that you can perform the essential functions of your position.

In the event of personal injury or illness, you may be required to provide medical documentation of your fitness for duty at your expense. In the event your physician or a physician of the Village indicates that you may be returned to work with restrictions, the Village may require you to return to a temporary position that meets those restrictions. In addition, the Village may require you to submit to an examination by a physician of its choice, at the Village's expense, where job-related and consistent with business necessity to substantiate your ability to perform the essential functions of your position.

2.13 EMPLOYMENT RECORDS

The Village is required by state and federal laws to maintain certain records on all employees throughout the course of their employment. Some of these records are confidential. Employment records are maintained by the ~~Office Manager in the Administration Department~~[Finance Director](#). Physical records may be converted to electronic records. Some employment records are confidential and prohibited from disclosure by state or federal law or exempt from disclosure under the Freedom of Information Act. Employees may view their own personnel file in accordance with the Personnel Record Review Act. Personnel records may also be viewed by Village management, administration or ~~its~~ designated representatives.

Your employment records are available for your review as electronic records. In these files, you may access your most up-to-date payroll, compensation, training, and demographic information. Any changes or corrections to these records, including, but not limited to, name, address, telephone number or emergency contact, should be provided to the ~~Office Manager~~[Finance Director](#). Some changes, such as tax exemptions, direct deposit, etc. require completion of a form to be submitted to the Village's payroll services provider.

Any inquiries by outside parties as to an employee's work record must be directed to the ~~Office Manager~~[Finance Director](#) (in the case of sworn officers, to the Police Chief). Confidential records will only be released upon receipt of a written waiver from the employee requesting the release. Supervisors of employees are restricted from providing employment information to an outside party for any reason and requests should be immediately referred to the ~~Office Manager~~[Finance Director](#) or (in the case of sworn officers) to the Police Chief. Verification of income by an outside financial business must be sent to the ~~Office Manager~~[Finance Director](#).

2.14 SAFETY – WORK RELATED INJURIES

Safety is a priority at the Village, which is committed to providing a safe workplace for its employees and all visitors to the workplace. Employees are required to do their part including wearing reasonably necessary safety equipment, following safety protocols, following manufacturer instructions for equipment and machinery, and using common sense.

Employees should report safety incidents and concerns, including any injury, near injury or unsafe condition, to your supervisor and/or ~~Office Manager~~[Finance Director](#) immediately.

The Village maintains Worker's Compensation insurance. Under the insurance plan, the insurance company retains a third-party administrator to process temporary disability and medical payments. If you are injured in the course of your work, you are eligible for benefits under the Worker's Compensation Act. Worker's Compensation pays for all approved medical treatment associated with your injury and all lost work time exceeding three (3) workdays. Prompt medical care is the first priority. Your supervisor is required to complete appropriate accident investigation report forms within 24 hours of the accident or exposure. The supervisor's Accident Investigation Report will require you and any witnesses to describe the incident in their own words. The completed forms will be returned to the ~~Office Manager~~[Finance Director](#) and forwarded to the plan administrator for processing.

For employees, other than sworn officers, the payment of temporary disability benefits is made on the basis of 66 2/3% of your earnings, subject to statutory maximums. The payment of these benefits is made directly from the plan administrator and may not coincide with the Village's normal paydays. In addition, the plan administrator is charged with the responsibility to investigate any injury for compensability under Worker's Compensation Act and monitor medical case management of your treatment.

Although you are entitled to seek the medical opinion and treatment by a physician of your choice, the plan administrator has authority to order additional medical examinations and

evaluations by their physicians. Refusal to participate in an independent medical exam ordered by the plan administrator may result in a suspension of benefits. In the event an injury is found to be ineligible under Worker's Compensation, any lost time will be deducted from your available sick time and any outstanding medical treatment and expenses will become your responsibility. Falsification of a work-related injury is grounds for corrective action, up to and including discharge.

The Village seeks to return injured employees to full or modified duty as soon as practical. Every effort will be made to accommodate any temporary or permanent work restrictions as described by the physician(s). This temporary, modified or restricted duty assignment may be a modification of your current position, reassignment to another department position or temporary position as the needs of your department dictate. Restricted duty assignments are temporary assignments. Any restricted duty assignment must be reviewed, and at the discretion of the ~~Office Manager~~[Finance Director](#) and your department, renewed every ninety (90) days. Refusal of restricted duty may result in the suspension of worker's compensation benefits. The provisions of such restricted duty assignment shall be at the sole discretion of the Village.

2.15 PARKING

Employees are required to follow rules for parking their vehicles in designated employee-parking areas. Violations of visitor and handicap parking will be enforced according to Village ordinance. The Village assumes no liability for any damages or losses that may result from use of Village parking lots by employees or the general public.

2.16 TRAVEL REGULATIONS

Employees shall observe current Village policy on reimbursement of travel expenses incurred by employees on Village business. Such policy may be revised at any time. The reimbursement of approved travel expenses will be made according to the policy in effect at the time the expense is incurred. You may be required to submit appropriate documentation supporting the costs incurred (which documentation will be deemed public records subject to disclosure under the Freedom of Information Act). You may obtain specific information and procedures concerning the policy by contacting the ~~Office Manager~~[Finance Director](#). Employees who utilize their personal vehicle for travel connected with their position will periodically be asked to provide proof of licensure and automobile insurance coverage required under state statute. For purposes of this policy, "Travel" means an expenditure directly incident to official travel by employees and officers of [employer] or by wards or charges of the Village involving reimbursement to travelers or direct payment to private agencies providing transportation or related services.

2.17 BUSINESS EXPENSE REIMBURSEMENT POLICY

The Village will reimburse you for all necessary expenditures or losses you incur within the scope of your employment and directly related to services performed by you for the Village. "Necessary expenditures" means all reasonable expenditures or losses required of the employee in the discharge of employment duties and that inure to the primary benefit of the Village. The Village is not responsible for losses due to an employee's own negligence, losses due to normal wear, or

losses due to theft unless the theft was a result of your negligence. You must submit any necessary expenditure with appropriate supporting documentation within 30 calendar days after incurring the expense. If supporting documentation is nonexistent, missing, or lost, you must submit a signed statement to the Village. If you fail to comply with this policy, the Village may reject the request for reimbursement. Only authorized or required expenditures submitted in accordance with this policy will be reimbursed.

The following is a non-exhaustive list of expenses that, depending on an employee's job duties, may be authorized or required, and if so, you would be reimbursed by the Village for the reasonable portion directly related to the services performed for the Village:

Cell phone
Computer, laptop or tablet
Talk, text and/or data plan
Internet access
Other office supplies
Rental car, taxi, ride-share, bus, train, plane or other transportation expense
Tolls
Hotel
Mileage
Meals (alcohol excluded)
Safety equipment
Uniforms

Prior to incurring any expenses in the scope of employment, the employee should confer with the ~~Office Manager~~ [Finance Director](#) to determine whether the expense is necessary and authorized, and if so, the proportion of the expense that is directly related to the services performed for the Village and which will be reimbursed to the employee in accordance with this policy.

2.18 USE OF VILLAGE VEHICLES

Your responsibilities may, on a routine or occasional basis, require you to use a Village owned or leased vehicle. Safe driving of Village vehicles or your own vehicle while conducting Village business is required at all times. In order to assure the proper care, use and scheduling of this equipment, the Village may establish specific guidelines and procedures to cover scheduling, approval, maintenance, assignment, accident reporting and use of vehicles. Periodically, the driving records of employees routinely using Village vehicles may be reviewed.

The Village policy is to ensure the safety of those individuals who drive Village vehicles or personal vehicles on Village business and to ensure the safety their passengers and the public. The Village adopts the following policy statements:

- All drivers must be authorized to drive for work purposes.

- The Village reserves the right to review both the driver’s license and motor vehicle record (MVR) of all authorized drivers at any time.
- All drivers authorized to drive for work purposes must complete the Employee Authorization for MVR Review (attached to this Personnel Manual).
- For positions which require driving as an essential function, applicants will receive a conditional offer of employment, contingent upon the results of the MVR review.
- Authorized drivers must present and maintain a favorable MVR (see guidelines below)
- Authorized drivers must provide a current copy of a valid driver’s license for the type of vehicle to be driven.

The Village prohibits the following acts while driving Village vehicles or while driving another vehicle while performing your job duties:

- Driving under the influence of alcohol or drugs;
- Operating any vehicle without a license;
- Disobeying any traffic laws;
- Operating a vehicle carelessly or negligently;
- Driving a vehicle without the use of a seatbelt or safety restraint;
- Operating a vehicle while holding or manually operating a cellular phone or other electronic device;
- Using a cell phone (even in hands-free mode) in a school zone or construction zone;
- Disabling vehicle safety devices, like airbags or seatbelts; or
- Driving while distracted.

Violation of this policy may result in disciplinary action up to and including termination. Note however, that the acts of sworn police officers while driving Village vehicles and performing their duties are governed by the applicable general orders of the police department.

2.19 DRIVER’S LICENSE – PROFESSIONAL LICENSURE

You may be required to possess the appropriate state driver’s license to operate a Village vehicle or possess the necessary credentials and/or licensure required by the State of Illinois to perform the responsibilities of your position. Employees who are required to drive as part of their job duties and whose driver’s license is lost or suspended may be terminated or, at the discretion of your department head, and with final approval from the Village President, may be reassigned temporarily to a position or duties that do not require this licensure.

Certain positions of the Village from time to time may require certification, licensure, or a specific educational preparation as a required qualification. Where legally permissible, a department head may request the Village President to waive this requirement, with the written condition that the employee obtain the necessary credentials within a predetermined and appropriate period of time, not to exceed one year. If these conditions are not met by the employee, the department head may recommend to the Village President that the employee be transferred, demoted or terminated.

2.20 BULLETIN BOARDS

Unless otherwise indicated in a collective bargaining agreement, the Village may provide one or more bulletin boards to post legal and informational notices concerning Village business or information approved for distribution and in the interest to employees. Employees are not permitted to use these posting boards for personal or business reasons.

2.21 SMOKE-FREE WORKPLACE; USE OF ELECTRONIC CIGARETTES

All buildings and Village-owned vehicles are smoke-free in accordance with the Smoke-Free Illinois Act. The Village prohibits smoking and the use of electronic cigarettes in the workplace and at any work site, including while driving any vehicle owned or leased by the Village. Smoking and the use of electronic cigarettes is also prohibited within 15 feet of the entrance or exit, any window that opens or ventilation intake of any building owned or operated by the Village.

2.22 TRAINING PROGRAMS

The Village from time to time may institute mandatory courses on various topics, including but not limited to customer service and sexual harassment as well as courses in supervision, team building, communications, writing skills, etc., for the purpose of enhancing employee skills in the performance of their responsibilities. In such case, employees may be required to take selected mandatory classes and elective classes during a designated time frame. It is the responsibility of the employee and the department head to ensure training requirements are met. Such training programs are intended to improve services to residents, achieve departmental objectives and provide the opportunity for employees to improve skills and enhance their professional development.

2.23 WORK SCHEDULES

Depending on your classification as an employee, you will be assigned to work ~~the~~[such](#) number of hours for your assignment, on such days and times as required for your position and department. Due to operational demands, department heads, with approval from the Village President, may adjust your work schedule as operational conditions require. The scheduling of lunch breaks is at the discretion of the ~~Office Manager.~~[Village President](#). If you are subject to a collective bargaining agreement, your shift rotation, work cycle and shift length are subject to that agreement. If you have any questions please refer to your immediate supervisor or collective bargaining agreement.

2.24 NURSING MOTHERS.

The Village will provide reasonable paid break time each work day to an employee who needs to express breast milk for her infant child for up to one year after the child's birth unless doing so would result in an undue hardship. Break time may run concurrently with any break time already provided to the employee. A private room (other than a restroom) will be made available to the employee to use for this purpose.

2.25 CONFIDENTIALITY.

Employees shall not disclose any information about the Village security procedures, or private information (as defined Illinois Freedom of Information Act or FOIA), or other information potentially exempt from disclosure under FOIA or prohibited from disclosure by state or federal law, about Village residents, clients, vendors, or other employees or contractors, particularly information of a nature that would constitute an unwarranted invasion of privacy. The Village policy is to retain in confidence such information in compliance with FOIA. Employees who have questions about whether information is confidential should contact the ~~Office Manager~~ [Finance Director](#). Any requests for such information must be forwarded to the Village FOIA compliance officer. Employees found to have breached confidentiality may be subject to discipline, up to and including termination.

CHAPTER 3: COMPENSATION

- Compensation
- Normal Work Day
- Pay Periods
- Deductions
- Overtime
- Promotions
- Lateral Transfers
- Demotions

3.1 COMPENSATION

Please see **Appendix A, Salary Administration Guidelines** for information concerning the Village's pay policies and overall philosophy. Your initial pay rate will be communicated to you at the time of hire, and any subsequent modifications will be communicated at or near the effective date of the change. If your job position is classified in the graded pay system of the Village, your movement through the salary range for your position will be considered in accordance with the Salary Administration Guidelines. If you have any questions regarding pay matters, please contact the ~~Office Manager~~ [Finance Director](#).

3.2 NORMAL WORK DAY

An employee's normal work day is the total weekly hours worked divided by the number of days the employee is expected to perform work each week. An employee working forty hours and five days per week would have a normal work day of 8 hours. An employee working twenty-five hours and five days per week would have a normal work day of 5 hours.

3.3 PAY PERIODS

Employees are paid on the fifteenth (15th) and last day of each calendar month or on the next preceding or succeeding business day, as applicable, as determined by the Village President, for

a total of 24 pay periods a year. Due to the lag time in reporting paid time off, you may notice deductions from your accrued time in other than the pay period that time was taken.

3.4 DEDUCTIONS

Mandatory deductions will be made from your paycheck for federal and state income taxes, social security, Medicare, pension, union dues and in some cases court-ordered wage attachments. You may also elect to have payroll deductions made to participate in Village benefit plans for which you are eligible on a voluntary basis.

3.5 OVERTIME

The Village strictly adheres to or exceeds the requirements for overtime compensation under the Fair Labor Standards Act (FLSA), as outlined by regulations of the Wage and Hour Division. In accordance with these regulations, positions are classified as either exempt or non-exempt from eligibility for overtime. A list of categories and the job classifications in each category (exempt or non-exempt employee under the FLSA) is available from the ~~Office Manager~~[Finance Director](#). This list may be modified by the Village President at any time.

All full-time, non-exempt employees will be compensated, when they perform work in excess of 40 hours in a work week, at the rate of one and one-half times their regular hourly rate for regular overtime and two times their regular hourly rate for overtime worked on Sundays and holidays. Part-time employees are eligible for overtime compensation only when they perform work in excess of 40 hours in a work week. All overtime work must be approved by your department head.

~~Sworn personnel~~[The foregoing provisions do not apply to sworn officers](#) in the police department (including ~~thesworn officers~~ who are part time employees) [who](#) are governed by specific FLSA overtime provisions. Full time ~~sworn personnel~~[covered employees](#) in the police department are also governed by specific provisions contained in their collective bargaining agreement. In addition, the Police Chief may adopt specific rules for overtime paid to officers (including part time officers), subject to the approval of the Village President, to be consistent with the practices observed by full time officers covered under a collective bargaining agreement, including court appearances, working on holidays, reporting for duty on less than 24 hours' notice, and similar work issues. Subject to approval of the Village Board, the Police Chief may authorize compensatory time for the Commander and Sergeant in lieu of overtime.

~~All civilian, full-time, non-exempt employees will be compensated, when they perform work in excess of 40 hours in a work week, at the rate of one and one-half times their regular hourly rate for regular overtime and two times their regular hourly rate for overtime worked on Sundays and holidays. Part-time employees are eligible for overtime compensation only when they perform work in excess of 40 hours in a work week. All overtime work must be approved by your department head.~~

3.6 PROMOTIONS

When opportunities for promotion are available the Village encourages current qualified employees to apply. Employees are encouraged to apply for any vacancy for which they may qualify. Selection of an employee for a promotion is based on job knowledge, ability, skills, past work record, education, relevant experience and other job-related criteria. In cases where only one employee applies for a position and the person's abilities and qualifications meet the selection criteria set forth above, the selection process may be expedited or dispensed with upon concurrence of the Village President. There is no pre-determined increase in salary when an employee is promoted to a higher position (see the Salary Administration Plan). A promotion does not change an employee's date of hire or anniversary date for determining accrued vacation days, personal days, or sick days.

3.7 LATERAL TRANSFERS

The Village permits the lateral transfer of qualified employees. Transfers may be initiated by the Village in instances where the Village's best interests will be served. Any current employee interested in applying for a lateral transfer must file a completed Village application form with the ~~Office Manager~~ [Finance Director](#). If the employee meets the stated requirements of the position, the employee will proceed through the regular hiring process with all other internal applicants. There is no pre-determined increase in salary for a lateral transfer. Transfers do not change an employee's date of hire or anniversary date for determining accrued vacation days, personal days, or sick days. Transferred employees are eligible for all fringe benefits included with the new position.

3.8 DEMOTIONS

The Village may reassign an employee to a position in a lower job classification as a result of disciplinary action, administrative changes or [by](#) an employee's request. The pay of an employee who is demoted may be adjusted as determined by the Village President in consultation with the Compensation and Benefits Committee. The amount of the pay adjustment must be in line with internal equity and the nature of the administrative change. A demotion does not change an employee's hire date. However, if there is a pay adjustment, the employee's anniversary date for future salary increase will change.

CHAPTER 4: LEAVES OF ABSENCE

- Holidays and Personal Days
- Vacation ~~(Sworn Officers)~~
- ~~Vacation (Civilian Employees)~~
- Sick Leave ~~(Sworn Officers)~~
- ~~Sick Leave (Civilian Employees)~~
- [Supervisory Police Officers](#)
- Unpaid Leave of Absence
- Bereavement and Funeral Leave
- Military Leave
- Jury Duty
- Illinois Victims' Economic Security and Safety Act (VESSA)

School Visitation
Voting Leave
Blood Donation Leave
Family and Medical Leave Act and Military Leave (FMLA)

4.1 HOLIDAYS AND PERSONAL DAYS

The Village observes the following holidays:

New Year's Day
[Martin Luther King Day](#)
[Lincoln's Birthday](#)
President's Day
Memorial Day
[Juneteenth](#)
Independence Day
Labor Day
[Columbus Day](#)
[General Election Day](#)
[Veterans Day](#)
Thanksgiving Day
Christmas Day

The Village is closed for business on these days. Generally, when the holiday falls on a Sunday, the holiday will be observed the following Monday. When a holiday occurs on a Saturday, the holiday will be observed the preceding Friday.

~~Part time employees do not receive holiday pay but are provided the holiday off without pay. Sworn officers subject to a collective bargaining agreement will receive holiday pay pursuant to the agreement. Holiday pay for supervisory officers will be in accordance with the police budget prepared from time to time by the Police Chief and approved by the Village Board.~~

~~For civilian, full time employees, each~~ Each employee is granted the number of hours of holiday pay that corresponds to the number of hours worked during the day in the normal work week of such employee. ~~For such full time employees, in~~ In addition to the ~~discretion of the Village President~~ official holidays, the Friday after Thanksgiving ~~may will~~ be ~~granted as a full day or half day~~ holiday. A full day or half-day holiday may also be granted, in the discretion of the Village President, prior to, or after, Christmas Day, New Year's Day and Independence Day. In such cases, holiday pay for the half day will be one-half of the hours worked by such employee during the day in the normal work week of such employee.

If an employee is on vacation when a holiday occurs, the holiday shall not be charged to the scheduled vacation. If an employee does not report for work the full scheduled day before a holiday and the full scheduled work day after a holiday and was not granted approved time off, in accordance with the guidelines herein, the Village President, at his or her discretion, may

withhold payment of holiday pay until the employee presents proof of excusable absence.

~~Employees covered by a collective bargaining agreement receive personal days, if any, pursuant to the agreement. Personal days for supervisory sworn officers will be in accordance with the police budget prepared from time to time by the chief of police and approved by the Village Board. Other civilian, full time employees (except during the first year of employment~~Employees (other than part-time police officers) will receive two (2) personal days per calendar year, subject to advance approval of the Village President, with each "day" provided to be equal to the number of hours worked during the day in the normal work week of such employee. Personal Days cannot be carried over into the next year and are forfeited if unused. Employees may use personal days for any purpose.

~~4.2 VACATION (SWORN OFFICERS)~~

~~Except as may be modified by the Village Board, (a) the Police Chief shall accrue 160 hours of vacation time annually, and (b) the Commander and Sergeant, based on their tenure of service, shall accrue the same amount of vacation time as is provided to the full time, non-supervisory officers who are subject to a collective bargaining agreement. Full time non-supervisory officers covered by a collective bargaining agreement will accrue paid vacation pursuant to the agreement. Part time sworn officers will not accrue paid vacation. Notwithstanding the above, holidays and personal days for covered employees are provided according to the collective bargaining agreement.~~

4.2 VACATION

Vacation time is paid leave and may be used for any purpose. Employees will accrue vacation time.~~All accrued vacation time may be carried over for all sworn officers to the extent set forth in the collective bargaining agreement.~~

~~4.3 VACATION (CIVILIAN EMPLOYEES)~~

~~Part time employees will not accrue paid vacation.~~

~~Civilian, full time employees, will accrue vacation,~~ based on length of service measured from their hire date, at a rate for a standard 40-hour work week as set forth below. Vacation time will accrue gradually over the course of the calendar year for each week worked (rather than all at once on January 1). The rate at which vacation time accrues for employees working less than a 40-hour week shall be equal to (A) the number of hours worked by such employee during the employee's normal work week divided by 40, multiplied by (B) the accrual rates for a standard 40-hour week shown below. ~~For example, the~~The rate of accrual for a ~~37~~30-hour week is ~~also~~ shown below: as a further illustration.

<u>Service Level</u>	<u>Vacation time</u> (30-hour week)	<u>Vacation Time</u> (40-hour week)
----------------------	--	--

Introductory, less than one (1) year	60 hours	80 hours
*One (1) year but less than 5	90 hours	120 hours
*Five (5) years but less than 10	105 hours	140 hours
*Ten (10) years but less than 15	120 hours	160 hours
*Fifteen (15) years but less than 25	135 hours	180 hours
*Twenty-five (25) years or more	150 hours	200 hours

*Eligibility for the additional hours of vacation is effective at the beginning of the calendar year in which the employee completes the first (1st), fifth (5th), tenth (10th), fifteenth (15th) or twenty-five (25th) year of service.

In the above table, when 80 hours is accrued for a standard 40-hour work week for first year employee, the employee receives 10 paid days. If an employee works a 30-hour work week, the employee receives 7.5 paid days. ~~Scheduling and use of vacation time is subject to supervisory approval.~~ When taking vacation time, the hours taken by an employee will be based on the employee's normal work day. For example, an employee with a normal work day of 6 hours will receive ~~paid~~-vacation time for each day off at the rate of 6 paid hours per day.

A new employee working a standard 40-hour work week and starting on July 1 would be eligible for 5 days of vacation time in the balance of the first year (i.e., 10 days prorated for one-half of a year). On the next January 1 after the hire date, the employee is expected to accrue 15 days of vacation time over that calendar year. Hourly increments of vacation time can be taken (in lieu of half days or full days) with the approval of the department head.

The Village may allow employees to take vacation time during the calendar that has not yet accrued but will accrue later in that same calendar year. For example, if an employee would accrue 15 days of vacation time over the course of the year, the employee may be allowed to take off the first fifteen work days in January using that year's vacation days. In that case, if the employee should later resign, retire or be terminated before all vacation time taken has accrued, the employee may be asked to sign a waiver (but the employee is not obligated to sign such waiver) agreeing to allow the Village to deduct hours taken but not earned from the final pay of such employee.

The vacation period is January 1 through December 31. Scheduling and use of vacation time is subject to supervisory approval. Vacations may be scheduled to accommodate employees when possible. However, Village needs must be given first consideration. Normally, vacation requests should be submitted at least 2 weeks prior to the time off. In granting vacation requests, the Village President or department head may take into consideration activity levels of the employee's department, current staffing and seniority of the employee making the request in relation to other requests for time off.

Unused vacation time will not accrue or be carried forward to subsequent years and will be forfeited ("use it or lose it"); provided, that ~~with the approval of the Village President,~~ up to five (5) days of unused vacation time from a prior year may be carried over and used in the first calendar quarter of the succeeding year. To the extent not so used, this carried over vacation

time in any year will be forfeited, so that at any time not more than five (5) carryover days of vacation time are added to the vacation time that normally accrues for the employee during a calendar year.

~~Notwithstanding the foregoing limit on use of carryover vacation time, all unused vacation time that has accrued on or before December 31, 2017 under the Prior Manual may be carried over and used in the first calendar quarter of 2018. Any such prior carryover vacation not used in first calendar quarter of 2018 may not thereafter be taken as vacation but will be paid out to the affected employees.~~

~~Introductory period employees will accrue paid vacation during their introductory period; however, they will not be allowed to use vacation except during the second half of the introductory period, with approval of the Office Manager.~~

Vacation ~~eligibility is~~ accrual rates as shown above are based on an employee's continuous service. When service has been broken by resignation (or termination) and subsequent re-employment occurs, the following will apply:

- For the first year, vacation time is to be figured on the same basis as for a new employee.
- In the following year, credit will be given for all prior service provided that the re-employment of such individual takes place within a period of elapsed time that is no greater than their accumulated prior service.

~~The vacation period is January 1 through December 31. Vacations can be scheduled to accommodate employees when possible. However, Village needs must be given first consideration. Normally, vacation requests should be submitted at least 2 weeks prior to the time off. In granting vacation requests, the Village President or designee may take into consideration activity levels of the employee's department, current staffing and seniority of the employee making the request in relation to other requests for time off.~~

~~The Village may allow employees to take vacation time during the calendar that has not yet accrued but will accrue later in that same calendar year. In that case, if the employee should later resign, retire or be terminated before all vacation time taken has accrued, the employee may be asked to sign a waiver (but the employee is not obligated to sign such waiver) agreeing to allow the Village to deduct hours taken but not earned from the final pay of such employee.~~

~~For example, if ten days will accrue over the course of the year, an employee may be allowed to take off the first ten work days in January using that year's vacation days. Employees will be provided pro-rated vacation time prior to their first January 1 as a Village employee. Vacation for the calendar year during which the employee commences work will be determined by dividing the employee's annual vacation day allotment by the number of full months left in that year rounded to the nearest full day.~~

Paid vacation is counted as hours worked for the purposes of computing overtime pay for non-exempt employees. For ~~civilian~~non-covered employees, vacation time cannot be converted into compensatory time as defined by the Fair Labor Standards Act.

Vacation days accrued prior to the start of a requested and approved unpaid leave of absence must be used to cover hours missed before the start of the unpaid leave. Under the Village's unpaid leave policy (see section 4.65), all accrued vacation time is taken before the start of the unpaid leave time.

Notwithstanding the above, part-time police officers during each calendar year will accrue vacation time at a rate of one (1) hour of vacation time for each forty (40) hours worked. The accrued but unused vacation time will be paid out to each part time police officer at the end of each calendar year; in addition, part-time officers shall not receive personal days.

~~4.3~~ ~~4.4~~ **SICK LEAVE (SWORN OFFICERS)**

~~Full time sworn officers subject to a collective bargaining agreement will receive sick leave pursuant to the agreement. Full time supervisory officers shall accrue sick leave at the same rate as is provided to the full time, non-supervisory officers who are subject to a collective bargaining agreement. All sworn officers will be entitled to carryover sick time to the extent set forth in the collective bargaining agreement.~~

~~Part time sworn officers will not accrue sick leave.~~

~~4.5~~ **SICK LEAVE (CIVILIAN EMPLOYEES)**

~~Civilian, full time~~ **SICK LEAVE**

Full time employees will accrue sick leave at the rate of ~~4~~eight (8) hours per month for employees working a standard 40-hour week at the completion of each calendar month of Village employment. Part time employees will not accrue sick leave. Covered employees will be provided sick leave as provided in the collective bargaining agreement.

The rate at which sick leave accrues for employees working less than a 40-hour week shall be equal to (A) the number of hours worked by such employee during the employee's normal work week divided by 40, multiplied by (B) the accrual rates for sick leave for a standard 40-hour week described above.

Sick leave may be taken in half-hour increments; however, the minimum amount of sick leave taken must be one hour. However, when taking sick leave, the hours taken by an employee will be based on the employee's normal work day. For example, an employee with a normal work day of 6 hours will receive sick leave for each day off at the rate of 6 paid hours per day.

Unused sick leave of full time employees time may not accrue or be carried forward to subsequent years and will be forfeited ("use it or lose it").

~~Notwithstanding the foregoing limit on use of carryover sick time, any sick time that has accrued by full time or part time civilian employee on or before December 31, 2017 under the Prior Manual, and carried over in accordance with the rules stated in the Prior Manual, will be maintained for such employee as carryover sick leave available until December 31, 2018 (the "Banked Sick Leave"); however, on January 1, 2019, (or sooner upon the retirement, earlier termination without cause, or resignation of the employee), the employee shall be compensated for one half (1/2) of the Banked Sick Leave, at the salary rate for the year then ended, up to a maximum of 960 hours.;~~ provided, that up to six (6) days of unused sick time from a prior year may be carried over and used in the succeeding year. To the extent not so used, this carried over sick time in any year will be forfeited, so that at any time not more than six (6) carryover days of sick time are added to the sick time that normally accrues for the employee during a calendar year.

Sick leave may be used when an employee is sick or disabled, or for absences due to an illness, injury or medical appointment of the employee's mother, father, brother, sister, spouse, domestic partner, child, mother-in-law, father-in-law, grandparent, grandparent-in-law, grandchild, stepparent, stepchild, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

In the case of an absence from work due to an illness or injury or illness or injury in the employee's immediate family, an employee is required to notify their supervisor as soon as possible on the morning of the absence. If the illness lasts more than one day, the employee may be required to call their supervisor each day of their absence in order to be eligible for sick pay.

Upon an employee's return to work, all sick leave taken is to be recorded on a Leave Request Form, which must be approved by the ~~Office Manager~~Finance Director.

If an employee's illness lasts three (3) days or more or if there are repeated occurrences of illness, the Village may require an employee to have their physician complete the Village's "Return-to-Work" form. The form is to be given to the employee's supervisor upon the employee's return to work.

If an employee has been on a prolonged sick leave, the Village may request that the employee be sent for a physical examination by a health care provider designated by the Village to assess the employee's fitness to return to work. The request shall be approved by the Village President.

The ~~Office Manager~~Finance Director will monitor sick leave usage and may review matters regarding frequent or prolonged usage, patterns of absences, or absences immediately before or after a holiday or other scheduled days off work with the employee. An employee may be required to provide sufficient medical certification or, in the case of suspected sick leave abuse, may be subject to disciplinary action, up to and including termination.

An employee with an illness of more than 30 days should review the benefits available under their applicable disability retirement plan.

In the case of a personal extensive illness or illness of an immediate family member, employees should review the options available to them under the Family and Medical Leave Act as adopted by the Village and the policy on Unpaid Leaves of Absence.

Abuse of sick leave, including sick leave taken in excess of the sick leave accrued can result in progressive disciplinary action up to and including employment termination. Time off taken in excess of available paid leave will be unpaid. The only possible exception to this policy must be granted by the Village president.

The Village prohibits retaliation against an employee for exercising his or her right to use personal sick leave in accordance with this policy.

4.6.4 SUPERVISORY POLICE OFFICERS (Vacation and Sick Leave)

The supervisory police officers of the Village are the Police Chief, Commander and Seargent. Except as may be modified by the Village Board, the supervisory police officers, based on their tenure of service, shall accrue the same amount of vacation time as is provided to the full time, non-supervisory officers who are subject to a collective bargaining agreement. All accrued vacation time may be carried over for all sworn officers to the extent set forth in the collective bargaining agreement.

Supervisory police officers shall accrue sick leave at the same rate as is provided to the full time, non-supervisory officers who are subject to a collective bargaining agreement.

4.5 UNPAID LEAVE OF ABSENCE

Employees who have been employed by the Village for at least one year and have 1,250 hours of service during the twelve months immediately preceding may request an unpaid leave of absence by submitting to the Village President, in writing, such a request. This written request should include the reasons for the requested leave, a statement as to why the request should be granted, the anticipated duration of the leave, and the proposed dates of such leave.

Unpaid leaves of absence may not be used to seek other employment. Any employee using unpaid leave for this purpose shall be deemed to have voluntarily terminated his or her employment with the Village. Requests for unpaid leaves of absence must be submitted to the Village President at least 30 days prior to the start of the desired leave. Requests for unpaid leave in excess of 30 days will be reviewed by the Village President each 30-day period. Unpaid leave of more than six months shall not be granted.

To be eligible for a leave of absence, regardless of its duration, an employee must have used all of their available vacation time, provided this does not interfere with eligibility for disability leave. Employees on unpaid leave shall not accrue any vacation days or sick leave and the employee shall bear the costs of continued health and group life insurance during the leave period if the employee wishes to continue coverage (and provided the employee remains eligible with the insurance carrier for such coverage). A leave of absence without pay for more than 30 days will

not count toward an employee's creditable service for computation of benefits.

If a leave of absence without pay is granted pursuant to this policy, regardless of its duration, there is no guarantee that the employee's job will remain unfilled or that the position will not be eliminated or changed by reorganization. If the employee's job is still vacant upon the conclusion of the leave of absence, the employee shall resume the position with the same status. If the position no longer exists or is filled by a regular employee, the employee may be placed in a suitable alternate position or be terminated.

Notwithstanding the foregoing provisions of this Section 4.6, the family medical leave as defined under the Prior Manual and available to certain employees hired prior to October 1, 2017, shall continue to be made available to those employees in accordance with the Prior Manual.

4.76 BEREAVEMENT AND FUNERAL LEAVE

Full time employees will be allowed up to 3 consecutive paid work days for bereavement upon the death of an immediate family member. For purposes of this provision, "immediate family member" is defined as an employee's mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent, grandparent-in-law, grandchild, stepparent, stepchild, son-in-law, daughter-in-law, brother-in-law, and sister-in-law. Additional leave or other leave without pay to attend the funeral of a non-immediate family member may be granted at the discretion of the Village President. An employee must notify their immediate supervisor of the need for bereavement and/or funeral leave within 24 hours of the start of the absence. The Village may require proof of death of the immediate family member.

4.87 MILITARY LEAVE

The Village will comply with all applicable federal and state laws for granting military leave to all regular employees who volunteer or who are called to participate in tours of military service or training. Employees are required to notify their immediate supervisor at the earliest possible date upon learning of scheduled military training or duty. Upon notification, the affected department shall notify the Village President of the employee's status. Employees shall provide the Village with all applicable documentation as provided in the applicable statutes.

Please direct any questions or requests for leave to the ~~Office Manager~~ [Finance Director](#).

YOUR RIGHTS UNDER USERRA

A. THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT

USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System.

USERRA also prohibits employers from discriminating against past and present members of the

uniformed services, and applicants to the uniformed services.

B. REEMPLOYMENT RIGHTS

You have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed service and:

- you ensure that your employer receives advance written or verbal notice of your service;
- you have five years or less of cumulative service in the uniformed services while with that particular employer;
- you return to work or apply for reemployment in a timely manner after conclusion of service; and
- you have not been separated from service with a disqualifying discharge or under other than honorable conditions.

If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job.

C. RIGHT TO BE FREE FROM DISCRIMINATION AND RETALIATION

If you:

- are a past or present member of the uniformed service;
- have applied for membership in the uniformed service; or
- are obligated to serve in the uniformed service;

then an employer may not deny you:

- initial employment;
- reemployment;
- retention in employment;
- promotion; or
- any benefit of employment

because of this status.

In addition, an employer may not retaliate against anyone assisting in the enforcement of USERRA

rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

D. HEALTH INSURANCE PROTECTION

If you leave your job to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents for up to 24 months while in the military.

Even if you ~~don't~~do not elect to continue coverage during your military service, you have the right to be reinstated in your employer's health plan when you are reemployed, generally without any waiting periods or exclusions (e.g., preexisting condition exclusions) except for service-connected illnesses or injuries.

E. ENFORCEMENT

The U.S. Department of Labor, Veterans' Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations.

For assistance in filing a complaint, or for any other information on USERRA, contact VETS at 1-866-4-USADOL or visit its Web site at <http://www.dol.gov/vets>.

An interactive online USERRA Advisor can be viewed at <http://www.dol.gov/elaws/userra.htm>.

If you file a complaint with VETS and VETS is unable to resolve it, you may request that your case be referred to the Department of Justice for representation.

You may also bypass the VETS process and bring a civil action against an employer for violations of USERRA.

RIGHTS UNDER ILLINOIS LAW

The Local Government Employees Benefits Continuation Act (50 ILCS 140/1) generally provides that an employee of a unit of local government who is a member of any reserve component of the U.S. Armed Services or Illinois National Guard who is mobilized to active duty as a result of an order of the President shall for each pay period continue to receive his or her regular compensation that he or she received from the unit of local government plus health insurance minus the amount of base pay for military service for the duration of active military service.

The Military Leave of Absence Act (5 ILCS 325/0.01) generally provides that full time employees that are members of a reserve component of the U.S. Armed Forces or any reserve component of the Illinois State Militia shall be granted leave from his or her public employment for any period actively spent in military service, including basic training, special or advanced training, annual training and any other training required by the U.S. Armed Forces. During these leaves, the employee's seniority and other benefits shall continue to accrue. During annual training, employees are to receive their regular compensation. During basic training, special or advanced

training (for up to 60 days), and for any other training or duty required by the United States Armed Forces, if the employee's daily rate of compensation for the military activities is less than his daily rate of compensation as a public employee, he shall receive the difference from the employer.

The Public Employee Armed Services Rights Act (5 ILCS 330/1) generally provides for the protection of any member of the Illinois National Guard or any member of any branch of the Armed Forces Reserve who is placed on active duty status to insurance coverage and its immediate continuation upon return to public employment, the right to any promotional, employment, contractual or salary benefit, pension rights, or any other right conferred by operation of law or collective bargaining agreement on similarly situated public employees during the period of the employee's active duty.

The Service Member's Employment Tenure Act (330 ILCS 60/1) generally provides for position restoration and seniority preservation under certain conditions for those who leave employment to enter military service.

The Family Military Leave Act (820 ILCS 151/1) generally provides to eligible employees limited periods of family military leave, job restoration benefits and benefit continuation rights.

The Municipal Employee Military Active Duty Act (50 ILCS 120/0.01) generally provides for position restoration without loss of seniority to civil service employees who enlist or have been ordered to military service.

The National Guard Employment Rights Act (20 ILCS 1805/30.1) generally provides that any member of the National Guard whose absence is necessitated by reason of being called to state active duty shall be entitled to certain reemployment rights and benefits under certain conditions.

Employee eligibility under each of the referenced statutes is governed by all relevant statutory provisions.

4.98 JURY DUTY

Any full time employee summoned for jury duty shall receive their normal pay for any time lost while serving on jury duty during their normal work schedules. Employees are not eligible for travel expenses under the Village policy; however, employees are permitted to retain any monies received from the court. The Village will also provide regular pay to any part time employees for any hours they were scheduled to work but missed due to jury duty.

Employees called to jury duty or subpoenaed to testify in court or other proceeding must notify the ~~Office Manager~~[Finance Director](#) and the Village President immediately when such summons or notice is received and present a copy of the jury summons or subpoena so that proper arrangements for the employee's absence may be made. Upon completion of the jury duty, the employee shall promptly provide the Village with a copy of the jury payment showing dates served.

No employee shall receive pay for time not worked while testifying as a witness in a case filed by that employee against the Village or in any case unrelated to Village business. The use of accrued vacation or personal days may be used for this time.

4.109 ILLINOIS VICTIMS' ECONOMIC SECURITY AND SAFETY ACT (VESSA)

Pursuant to the 2003 Illinois Victims' Economic Security and Safety Act (VESSA) all eligible employees are entitled to take up to eight (8) weeks of job-protected unpaid leave during any 12-month period for certain or "perceived" victims of domestic or sexual violence.

To be eligible for VESSA leave, employees must be employed either full or part time by the Village.

VESSA leave shall be granted for any of the following reasons:

- Seeking medical attention for or recovering from physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member
- Obtaining services from a victim services organization for the employee or the employee's family or household member
- Obtaining psychological or other counseling for the employee or the employee's family or household member
- Participating in safety planning, including relocation or taking other precautionary actions to help the employee or the employee's family or household member
- Seeking legal assistance or other remedies to secure the health and safety of the employee or the employee's family or household member.

Employees may also use VESSA leave intermittently or as part of a reduced workweek whenever it is necessary. An employee who is entitled to take paid or unpaid leave from employment may elect to substitute any period of such leave for an equivalent period of 12 workweeks of leave for any 12-month period. An employee cannot take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to any unpaid Family Medical Leave.

The Village uses a 12-month period measured forward from the date an employee uses any VESSA leave. Each time an employee uses VESSA leave, the Village will compute the amount of VESSA leave the employee has taken, subtracts it from the 12 weeks and the balance remaining is the amount the employee is entitled to take at that time. For example, if an employee has taken four weeks of VESSA leave beginning July 1, 2017; the employee only has eight weeks of VESSA leave remaining until July 1, 2018.

An employee granted VESSA leave pursuant to this policy continues to be covered under the Village's group health and dental plans, employee assistance program and long-term disability plan under the same conditions as coverage would have been provided if they had been

continuously employed during the leave period.

Normal payroll deductions will be made for the employee portion of insurance premiums during any period of paid Illinois VESSA leave. The employee is responsible for paying the employee portion of insurance premiums during periods of unpaid VESSA leave. The Village will provide written notice to the employee on unpaid VESSA leave as to how the Village wants the employee's share of the premiums to be paid. Insurance benefits may be terminated if payment by the employee is more than 30 days late. Employee contribution amounts are subject to any change in rates that occur while the employee is on VESSA leave. At the end of the VESSA leave, when the employee returns to work, any unpaid insurance premiums will be deducted from the employee's paycheck.

An employee who utilizes VESSA leave will be restored to the same job or a job with equivalent status, pay, benefits, and other employment terms. However, the employee's job protection rights are the same as if the employee had not been on VESSA leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated if not on VESSA leave, the employee does not have the right to be reinstated.

If an employee does not return to work at the end of the VESSA leave period for any unapproved reason, the employee shall reimburse the Village for all insurance premiums paid by the Village on the employee's behalf during the unpaid portion of the VESSA leave.

After exhausting all 12 weeks of VESSA leave, an employee who needs additional time off should look to the Village's policy on special leaves of absence to request additional time off. VESSA is not an addition to Family Medical Leave.

For VESSA leave the employee is to provide forty-eight hours' advance notice of the need for leave, if such notice is practicable. The employer cannot discharge or take other adverse action against an employee for taking an unscheduled leave if, within a reasonable time, the employee provides the employer with a sworn statement certifying that the leave was for one of the reasons cited in the law. Taking of VESSA leave may be denied if any of the above requirements are not met. The employee is required to provide supporting documentation, such as police or medical records, when those documents become available. The Village will keep confidential the fact that the employee sought leave under the law, the certification, and any supporting documents.

The Village shall not fail to hire, refuse to hire, discharge, or harass any individual, otherwise discriminate against any individual with respect to the compensation, terms, conditions, or privileges of the employment of the individual, or retaliate against an individual protected by the [Act](#) [VESSA](#).

4.1110 SCHOOL VISITATION

In accordance with the School Visitation Rights Act, 820 ILCS 147/1 *et seq.*, regular employees are eligible to request school visitation leave after they have at least six consecutive months of service with the Village immediately preceding a request for leave under this policy. Up to a total of eight hours per year, but no more than four hours on a given day, may be granted for school

conference or activity leave if these activities cannot be scheduled during non-working hours. Unpaid leave benefits are not available under this policy if an employee has accrued vacation or personal days available for use.

An employee who utilizes or seeks to utilize the rights afforded by the School Visitation Rights Act may request the opportunity to make up the time on a different day or shift as approved by the department head. An employee is not required to make up the time taken, but if an employee does not make up the time, the employee will not be compensated for the leave. An employee who does make up the time will be paid the same rate as paid for normal working time. If no reasonable opportunity exists for the employee to make up the time taken, the employee will not be paid for the time. A reasonable opportunity to make up the time taken does not include the scheduling of make-up time in a manner that would require the payment of overtime.

If unpaid leave under this policy conflicts with the unreduced compensation requirement for exempt employees under the federal Fair Labor Standards Act, the Village may require the employee to make up the leave hours within the same pay period.

~~4.12~~11 VOTING LEAVE

Illinois law provides all employees, upon at least one day's notice, up to two paid hours during the work day in order to vote. The law is applicable to all scheduled and special elections, including primaries, when an employee's hours at work do not otherwise allow the employee a minimum block of two hours in which to vote after the opening of the polls and before the closing of the polls. If your work schedule does not allow you adequate time to vote while the polls are open, you may request from the ~~Office Manager~~[Finance Director](#) the equivalent additional time necessary to vote, up to two hours.

~~4.13~~12 BLOOD DONATION LEAVE

Full time employees who donate blood may request one (1) hour of paid time to donate blood, if sufficient time off is not available to the employee during which to make the donation. Leave requests may be made every 56 days or in accordance with appropriate and accepted medical standards. Employees may be required to submit proof of blood donation before leave benefits will be paid.

~~4.14~~13 FAMILY AND MEDICAL LEAVE ACT AND MILITARY LEAVE (FMLA) POLICY

This policy document supersedes any other existing policy or policy document governing the handling of leave taken pursuant to the Family and Medical Leave Act of 1993 ("FMLA"). These policies are intended to conform with a covered employer's obligations under 29 C.F.R. §825.300.

I. ELIGIBILITY

To be eligible for FMLA benefits, an employee **must:**

- (1) have worked for the Village for a total of 12 months; and

(2) have worked at least 1,250 hours over the previous 12 months;

(3) work at a site with 50 or more employees within a 75-mile radius.

(Please be aware the Village does not have 50 or more employees and that employees do not become eligible for FMLA benefits until this threshold is reached.)

II. LEAVE ENTITLEMENT

A covered employee is entitled to up to a total of 12 workweeks of unpaid leave in a 12 month period for one or more of the following reasons:

- for the birth of a son or daughter, and to care for the newborn child;
- for the placement with the employee of a son or daughter for adoption or foster care;
- to care for the employee's spouse, son ~~or~~, daughter, or parent (but not parent-in-law) who has a serious health condition,
- when the employee is unable to perform the functions of the employee's job because of a serious health condition, or because of incapacity due to pregnancy, prenatal medical care or child birth.

Leave to care for a newborn child or for a newly placed child must conclude within 12 months after the birth or placement.

Spouses employed by the same employer may be limited to a **combined** total of 12 workweeks of family leave for the following reasons:

- birth and care of a child;
- for the placement of a child for adoption or foster care, and to care for the newly placed child; and,
- to care for an employee's parent who has a serious health condition.

Eligible employees with a spouse, son, daughter, or parent on covered active duty or call to covered active duty status as defined by applicable federal regulations may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include the following as defined and limited by federal regulation: short notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, parental care, and additional activities arising out of the military member's covered active duty or call to covered active duty status as agreed by employer and employee.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember (as defined by federal regulation) who is recovering from a serious illness or injury

sustained in the line of duty on active duty, is entitled to up to 26 weeks of unpaid leave in a single 12-month period to care for the servicemember. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness. Covered ~~servicemember~~service member also includes a covered veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. An eligible employee is entitled to a combined total of 26 workweeks of leave for any FMLA -qualifying reason during the single 12-month period, but is entitled to no more than 12 weeks of leave for:

- the birth of a son or daughter of the employee and in order to care for such son or daughter;
- because of the placement of a son or daughter with the employee for adoption or foster care;
- in order to care for the spouse, son, daughter or parent with a serious health condition;
- because of the employee's own serious health condition,
- or because of a qualifying exigency.

A husband and wife who are eligible for FMLA leave and are both employed by [the employer] are limited to a combined total of 26 workweeks of leave during the single 12-month period if the leave is taken to care for a covered servicemember with a serious injury or illness AND for the birth of the employee's son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care, to care for the child after placement, or to care for the employee's parent with a serious health condition.

Under some circumstances, employees may take FMLA leave intermittently – which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

- If FMLA leave is for birth and care or placement for adoption or foster care of a son or daughter, use of intermittent leave is subject to the employer's approval.
- FMLA leave may be taken intermittently whenever **medically necessary** to care for a seriously ill family member or seriously ill or injured ~~servicemember~~service member, or because the employee is seriously ill and unable to work.

The terms "son or daughter" are defined as biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability. An employee stands in loco parentis to a child when the employee intends to assume the responsibilities of a parent with regard to the child through either day-to-day care or financial support.

III. **SERIOUS HEALTH CONDITION**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

IV. LEAVE AVAILABILITY CALCULATION

The Village has adopted the "rolling 12 month period" method of calculating available FMLA leave for all types of leave with the exception of leave to care for a seriously ill or injured ~~servicemember~~service member. Under the rolling 12-month period, in order to determine the amount of available FMLA leave, the calculation is made each time an employee commences an FMLA leave. From that date, the preceding 12 month period is examined. Any FMLA leave used during that preceding 12 months is deducted from the 12 weeks annual leave granted by the FMLA. The employee is entitled to take no more than the remaining balance of FMLA leave.

For FMLA leave requests made to care for a covered ~~servicemember~~service member with a serious injury or illness, the single 12-month period begins on the first day the eligible employee takes FMLA leave.

V. SUBSTITUTION OF PAID LEAVE

Any employee taking FMLA leave is required to substitute and use any remaining paid "leave" benefits which are available or become available during the FMLA leave. This includes vacation, personal, and sick days. Such paid leave is substituted for the unpaid FMLA leave, and is not in addition to such FMLA leave.

All other FMLA leave is unpaid.

VI. MEDICAL INSURANCE BENEFITS WHILE ON FMLA LEAVE

During FMLA leave, the Village will maintain the employee's health coverage under any group health plan, under the same terms as if the employee had continued to work. If the employee was required to pay a portion of the premiums for coverage, that obligation continues while on leave. Payment is expected to be made in the same amounts, and at the same time (i.e., each payroll date) as was made while working. If any payment is more than 30 days late, medical coverage may be canceled pursuant to the FMLA Rules and Regulations.

An employee can elect not to continue medical coverage while on leave. If this election is made, the Village will immediately place the coverage into COBRA.

If the coverage is continued while on FMLA leave, and the employee does not return to work at the end of the FMLA leave period, the Village will bill the employee for the amount of premiums paid by the Village during the leave period unless the employee does not return to work due to a reason exempted from this provision by FMLA Rules and Regulations.

No other employment benefits provided by the Village to employees are continued during FMLA leave. All such benefits are instead held in abeyance until the employee returns to work. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

VII. PROCEDURE FOR REQUESTING FMLA LEAVE

An employee must provide the Village with at least 30 days advance notice before FMLA leave is to begin if the need for the leave is foreseeable. If 30 days' notice is not possible, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable.

Employees must provide sufficient information for the Village to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees must also inform the Village if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees will also be required to provide certification as specified below, and may be required to provide periodic recertification supporting the need for leave.

Any employee taking leave to care for the employee's covered family member with a serious health condition, or due to the employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of the employee's position must be supported by a certification issued by the health care provider of the employee or the employee's family member on the form attached to this policy. An employee taking leave because of a qualifying exigency or to care for a covered servicemember with a serious injury or illness must also be supported by a certification in the form attached to this policy except that an employee taking leave to care for a covered servicemember may provide an invitational travel order (ITO) or an invitational travel authorization (ITA) in lieu of certification for the leave taken through the expiration of the ITO or ITA. Additional copies of the certification forms can be obtained from your supervisor. Employees are required to furnish the completed certification within 15 calendar days of the Village's request for certification. In the case of unforeseen leave, certification must be provided as soon as practicable. FMLA leave may be denied in accordance with the FMLA Rules and Regulations if appropriate certification is not provided.

VIII. CONSEQUENCES OF TAKING FMLA LEAVE

Any FMLA leave taken will be counted against the available leave allowed by statute. Any employee seeking to return to work after leave taken because of the employee's own "serious health condition" must submit a medical certification of fitness to return to duty, signed by the

attending health care provider, before the employee will be allowed to return to work. Failure to comply with this requirement does not extend the leave.

On return from FMLA leave, the employee will be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The Village reserves the right to deny restoration to "key employees" as defined by the FMLA regulations where restoration will cause "substantial and grievous economic injury" to the operations of the Village.

If the employee is unable to perform an essential function of the position because of a physical or mental condition, including the continuation of a serious health condition or an injury or illness also covered by workers' compensation, the employee has no right to restoration to another position under the FMLA. The employee may, however, fall under the Americans with Disabilities Act (ADA).

IX. EMPLOYER RESPONSIBILITIES

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

The Village must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the Village determines that the leave is not FMLA-protected, the employer must notify the employee.

X. UNLAWFUL ACTS BY EMPLOYERS

The FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

XI. WORKING PROHIBITED WHILE ON FMLA

An employee out on FMLA leave may not use that time to engage in work elsewhere, whether as an employee, independent contractor, volunteer or otherwise, unless prior written approval from the Village has been obtained. If an employee is taking FMLA leave, it must be because an FMLA-qualifying reason is preventing the employee from appearing at work for the Village. Performing work elsewhere is contradictory to that premise and will create a presumption that the employee fraudulently obtained or continued FMLA leave.

XII. ENFORCEMENT

An employee may file a complaint with the U.S. Department of Labor or may bring a private

lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

XIII. REFERENCE TO FMLA NOTICE POSTER

The Village has posted in each department, a notice setting forth the relevant provisions of the FMLA. The terms of the notice are incorporated in this policy document as if they were specifically set forth. Each employee is charged with familiarizing him/herself with the contents of the notice concerning all applicable employee rights and obligations under the FMLA.

CHAPTER 5: EMPLOYEE BENEFITS

- Health Care Benefits
- Illinois Municipal Retirement Fund
- Worker's Compensation
- Employee Assistance Program (EAP)
- Membership in Organizations

5.1 HEALTH CARE BENEFITS

The Village provides a competitive health insurance benefit for full time employees. For full time employees, the Village currently pays 100% of the specified employee-only premium cost. ~~If a full time employee's spouse or dependent(s) is not eligible to obtain medical coverage from another employer, the~~ The Village will pay 75% of the specified premium cost (over the employee-only premium cost) for ~~such spouse or dependent during the period of time the~~ an employee's spouse or dependent(s) ~~is not eligible to obtain coverage from another employer,~~ and the employee, if he or she elects to have such spouse or dependent coverage will pay the remaining 25% of the extra premium cost. For information about the coverage type, summary plan descriptions, and insurance carrier, please consult with the ~~Office Manager~~ Finance Director.

Any full time employee who is eligible to participate but does not want to be covered by the Village's group health plan (or does not want spouse or dependent coverage) can opt out of such coverage. The Village does not pay or offer incentive payments to employees who opt out of the Village's insurance program.

For employees opting to be covered, coverage becomes effective on the 31st day of service. Coverage ends at the end of the month in which the employee leaves the Village's employment.

Annually, there is an open enrollment period during which employees may elect to change medical plans. No changes are allowed at other times during the year unless there is a qualifying event (e.g., marriage, divorce, birth of a child). Notification of a change must be made as soon as

possible, but not later than 30 days after the qualifying event.

Medical and dental coverage (if offered) under the Village's group health plan may be continued during an approved unpaid leave of absence at the employee's expense.

The Village retains the right to change insurance provider(s), carrier(s), third-party administrators or to self-insure for the provision of health insurance services. In such case, the nature and type of the insurance coverage available and the Village's participation in assisting full time employees, their spouse and/or dependents with the premium cost to obtain such services may be modified in the sole discretion of the Village. The Village retains the right to change the plan benefits, cost sharing provisions or employee contributions at any time but shall endeavor to implement any such changes on the plan renewal date.

Continuation of medical and dental coverage after employment ends is available pursuant to the Consolidated Omnibus Reconciliation Act (COBRA). Information on COBRA is available from the ~~Office Manager~~[Finance Director](#).

Individuals retiring from the Village and receiving a retirement or disability pension may elect to have access to medical insurance coverage through the Village. The Village is required to offer this coverage to such individuals under Illinois State law (see 215 ILCS 5/367 (f) (g) (j)).

A retired employee who wishes to continue [to](#) have access to medical insurance coverage through the Village may enroll in a retiree health plan and shall bear 100% of the premium rate for this coverage.

Notwithstanding the foregoing provisions of this Section 5.1, the Village will continue to pay the specified employee-only premium cost of health insurance of any part time employees receiving such benefits prior to the Effective Date, but such contribution by the Village may be reduced to the same percentage of premium paid by the Village for full time employees, if and when any such adjustment in Village policies is adopted for full time employees.

5.2 ILLINOIS MUNICIPAL RETIREMENT FUND

Employees (non-sworn) who work 1,000 hours per year or more (at least 20 hours/week, 52 weeks/year) are eligible for pension benefits through the Illinois Municipal Retirement Fund (IMRF). These benefits include retirement income, disability and death benefits and are payable to qualifying members. They are in addition to those provided by Social Security. Contributions are made by the individual and the Village. IMRF contributions are deducted automatically from an employee's pay. IMRF benefits are payable in addition to those provided by Social Security. IMRF is the sole authority in determining eligibility and amount of benefit payment. Employees are vested for pension benefits in accordance with conditions of the specific plan under which the employee is eligible. Employees are encouraged to review and update their beneficiary designation on a regular basis to assure the information is current. For more information about IMRF participation, please contact the ~~Office Manager~~[Finance Director](#) or IMRF directly.

5.3 WORKER'S COMPENSATION

The Village is required to provide Worker's Compensation coverage for all employees in accordance with the Illinois Worker's Compensation Act and Worker's Occupational Diseases Act. For employee responsibilities following a work-related injury, see Chapter 2, General Employment Policies, Work Related Injuries.

5.4 EMPLOYEE ASSISTANCE PROGRAM (EAP)

The Village provides all regular full-time and regular part-time employees and their dependents and spouses with an employee assistance program (EAP). The program provides voluntary, free, short-term, professional, confidential counseling and referral services to employees needing assistance in dealing with personal or professional problems. An eligible employee, dependent or spouse may choose to contact the employee assistance program at any time and will be assured confidentiality. The telephone number for the Employee Assistance Program is posted on a bulletin board in each Village department and is also available from the ~~Office~~ [Manager Finance Director and Police Chief](#).

Supervisors may informally suggest that an employee seek assistance through the Employee Assistance Program when job performance has begun to decline or as a result of the employee sharing personal problems with the supervisor. The purpose of an informal referral is to avoid job impairment and resulting problems.

Participation in the EAP is voluntary. An employee cannot be required to seek assistance; however, supervisors may make a formal written referral in the case of a positive alcohol test and recommend the EAP as part of the constructive counseling process. The employee will be asked to sign a Release of Information form and will be expected to follow through with the referral. If the terms of the constructive counseling program are broken, the employee will be subject to discipline up to and including termination.

Neither the supervisor nor the Village is entitled to information regarding the counseling service provided unless authorized in writing by the employee.

If an employee is referred by the Employee Assistance Program to outside counseling, the employee is responsible for any additional costs that are not covered under the employee's medical group insurance plan. Employees who seek assistance through the EAP or who have been formally referred will continue to be bound by Village policies, practices, performance expectations and disciplinary procedures.

5.5 MEMBERSHIP IN ORGANIZATIONS

Paid membership in civic or professional organizations by Village Trustees and/or Village employees shall be authorized by the Village Board providing that such membership is of demonstrable value to the Village.

CHAPTER 6: SEPARATION

Retirement and Resignation
Reductions in Force
Re-Employment
Continuance of Medical Insurance Coverage (COBRA)

6.1 RETIREMENT AND RESIGNATION

For employees covered under IMRF, a service retirement is a voluntary termination after an employee has satisfied both the age and length of employment requirements. An employee's resignation date will be the last day the employee actually worked.

A disability retirement is a voluntary termination necessitated by an injury or illness which renders the employee incapable of performing the essential functions of the job. The termination must be preceded by a letter from the employee to his supervisor advising the supervisor of the date of termination. Long term disability benefits are provided by and subject to the rules and determination of the IMRF.

Employees are asked to provide a minimum of two calendar weeks' written notice of their last working day to the Village in order to allow time for any replacement or restructuring of work assignments. Whether retiring or resigning, the employee is asked to forward the original letter to the ~~Office Manager~~ [Finance Director](#) as soon as practicable.

Departing employees are asked to participate in an exit interview. The employee's supervisor shall collect all Village property from the employee.

6.2 REDUCTIONS IN FORCE

The Village will make appropriate reductions to the work force when deemed necessary due to a lack of work, lack of funds, and abolishment of a position or when reorganization ~~necessitates~~ [is necessary](#).

When determining the order of the reduction in force of employees with regular status, the Village will consider, on a consistent and equitable basis, qualifications, performance evaluations, work record, conduct, job responsibilities, seniority, needs of the Village and any other relevant factor. Every effort will be made for transfers to other departments if a position is open for which the employee qualifies. The Village will make every effort to provide employees at least two weeks' notice of a reduction in force.

When a reduction in force occurs, the separation date is the last date worked. If the reduction in force occurs during a disability leave, the separation date will reflect when the reduction in force occurred.

The following schedule of severance pay shall apply for full time employees who are terminated

because of a reduction in force and does not include any accrued vacation days, personal days, or sick days and is not applicable to a termination for cause:

<u>Years of Service</u>	<u>Severance Pay</u>
After 6 months in first year	5 paid days
1 or through 9 years of service	10 paid days
More than 9 years of service	15 paid days

Severance pay is not paid to employees terminated for disciplinary infractions. Unused vacation and sick leave, to the extent earned and allowed to be carried but not taken at date of termination will be paid. The number of hours paid for each day of severance pay shall be the number of hours worked by the terminated employee in a normal work day.

6.3 RE-EMPLOYMENT

The Village may give preference to re-hiring former employees who resigned in good standing, provided they are qualified for the position they are seeking.

Individuals interested in re-employment must fill out an application form and participate in the same job application process as all other candidates.

A former employee may be hired back for the same position they last held at the same salary and step provided their re-employment occurs within one year of the previous separation. In all other re-employment situations, former employees will be subject to the same provisions as new hires. At the discretion of the Village President, re-employed employees may be required to complete a new introductory period.

The accrual rate for vacation days and benefit eligibility for re-employed employees will be based on previous Village service for all employees re-hired within five years of the previous separation.

6.4 CONTINUANCE OF MEDICAL INSURANCE COVERAGE (COBRA)

The Village complies with the requirements of the Consolidated Omnibus Budget Reconciliation Act (COBRA) concerning the continuation of medical insurance for employees ending their employment with the Village and their covered dependents.

Employees presently covered by the Village's medical insurance plan may continue coverage for up to 18 months from the date employment terminates or status changes to a non-insured status, provided that the employee pays the full cost of the premium and any administrative fee that may be imposed.

The spouse of an employee covered by the medical plan may elect to continue coverage if the employee is terminated or changed to non-insured status, or if a divorce or legal court-decreed separation from the employee takes place. Coverage under these circumstances may continue for a period up to 36 months provided that the spouse pays the full premium plus any

administrative fee that may be imposed.

Dependent children of an employee covered by the medical plan have the right to continue coverage if group health coverage under the plan is lost because of termination of a parent's employment or change to non-insured status, parents' divorce or legal court-decreed separation or the dependent ceases to be a "dependent child" under the medical plan. Coverage under these circumstances may continue for a period up to 36 months provided that the children pay the premium in full and any administrative fee that may be imposed.

An 11-month disability extension is available to a qualified beneficiary who timely notifies the plan administrator of a Social Security Administration disability determination.

The ~~cost~~[premium](#) for the insurance is subject to periodic rate changes. Employees are not required to show that they are insurable (by taking a medical exam) to continue the coverage.

Continued coverage may be terminated earlier than the 18 or 36-month period if group medical plans for all other employees are terminated or if the employee or eligible spouse or dependent fails to remit the required monthly payments within 31 days of the due date or if the qualified beneficiary becomes entitled to Medicare.

For additional information, employees may contact the ~~Office Manager~~[Finance Director](#).

CHAPTER 7: EMPLOYEE CONDUCT

- Standard of Conduct
- Employee Discipline
- Code of Ethics
- Policy Against Discrimination, Harassment and Sexual Misconduct
- Violence in the Workplace
- Anti-Bullying
- Americans with Disabilities Act Compliance
- Drug Free Workplace
- Drug and Alcohol Testing/ Abuse Policy
- Solicitation and Selling among Employees
- Outside Employment
- Computer, Internet and Network Usage
- Purchase of Village Property
- Political Rights of Local Government Employees

7.1 STANDARD OF CONDUCT

The Village strives to maintain a safe and pleasant working atmosphere for its employees, and, as a standard of conduct, expects all employees to observe the Village's rules and policies, to respect their fellow employees and management and to avoid engaging in any prohibited conduct. This standard of conduct applies to all employees.

As an employee of the Village, it is your responsibility and obligation to be aware of and obey the rules and policies surrounding your job. While no one likes excessive rules, some rules are essential to the operations of the Village and, in fact, are in place primarily for your protection. The following is a list of circumstances which require disciplinary action, up to and including discharge. The list is by no means exclusive, is not intended to cover every possible occurrence of conduct that warrants discipline, but rather is intended to be illustrative of the types of behavior that will trigger disciplinary action. Further, the at-will nature of the employment relationship between the Village and those employees not subject to a collective bargaining agreement allows the Village to terminate an at-will employee at any time, with or without cause, for any or no reason and with or without notice.

- Falsification or fraud in securing employment.
- Intoxication.
- Negligent or willful destruction or loss of Village property.
- Theft.
- Any act which endangers the safety, health, or well-being of any Village employee, guest, or resident.
- Any act sufficient in magnitude to cause disruption of work.
- Any act sufficient in magnitude to discredit the Village.
- Incompetence or ineffectiveness in the performance of the job assigned to you, including the failure to meet established guidelines.
- Insubordination.
- False representation to any Village employee as to the quality or quantity of work performed.
- The attempt to use the Village employment or the Village of Riverwoods name for any personal benefit.
- Excessive absenteeism or tardiness; improper use of sick leave.
- Use of the Village property or the services of the Village employees for unauthorized purposes.
- Engaging in horseplay or any other activity not compatible with the public service or professional image of the Village.

- Falsification of any Village records.
- Unauthorized dissemination of confidential or privileged information.
- Any violation of the drug-free workplace rules provided in this Personnel Manual.
- Inappropriate use of the internet, email, voice mail or other forms of electronic communication.
- Commission of any felony or of any other crime under the criminal laws of the State of Illinois or the United States of America involving moral turpitude or infamous or disgraceful conduct.
- Any conduct violating the policies or procedures set forth in this Personnel Manual or as established by the Village President or the Village Board, including the Code of Ethics.

7.2 EMPLOYEE DISCIPLINE

Any employee failing to meet the standard of conduct or engaging in any prohibited conduct described in this Personnel Manual is subject to discipline, up to and including termination. Discipline may include any one or more of the following actions: oral warning; written warning; performance improvement plan (of varying lengths); unpaid suspension (of varying lengths) or termination. The Village President retains sole discretion to determine in each situation which form of discipline is appropriate and there is no requirement that you be warned, counseled, placed on performance improvement plan or suspended without pay prior to being terminated. If you are placed on performance improvement plan or suspension for a specific period of time, then the Village President may further discipline or terminate you before that period of time expires if deemed appropriate.

An employee may be suspended (through a temporary separation from Village service without pay) by the Village President or designee when the offense or infraction is sufficiently serious to warrant penalization. Suspensions administered by a department head are subject to review by the Village President.

While the Village President retains sole discretion to determine the form of discipline warranted in each situation, the Village generally supports the use of progressive discipline procedures. The Village President or designee may therefore provide verbal or written warnings to an employee as a means of identifying and responding to behavior that the supervisor deems unacceptable. A verbal warning occurs when the Village President or designee verbally counsels the employee regarding problematic behavior. A written record of the discussion noting the date, event and recommended action may be placed in the employee's file for future reference. A written warning is generally used in response to behavior that the Village President or designee deems to be a more serious violation, or where a verbal warning has not resulted in a satisfactory change in the employee's behavior.

The Village President also reserves the right to place an employee on a "Performance Improvement Plan" if he or she is involved in a disciplinary situation that cannot be readily resolved, or demonstrates an inability to perform assigned work responsibilities efficiently.

The Village President reserves the right to administer any disciplinary actions on a case-by-case basis, giving consideration to the type and frequency of the misconduct at issue.

Although the Village generally ascribes to a counseling and progressive discipline program for rule violations, the Village reserves the right, depending on the circumstances, to bypass one or more levels of progressive discipline or proceed directly to termination. Therefore, the Village President or designee may, at his or her sole discretion, take any disciplinary action he or she reasonably deems necessary and appropriate. Employees subject to this Personnel Manual (and not subject to a collective bargaining agreement) shall have no right to appeal or file a grievance to contest or challenge any disciplinary action taken by the Village President. Employees hired before October 1, 2017, may make use of the appeal procedure described in the Prior Manual.

7.3 CODE OF ETHICS

Employees are subject to the provisions of the State Officials and Employees Ethics Act, 5 Illinois Compiled Statutes 430/1-1, *et seq.*, (the "Act") as adopted by the Village and shall comply with all of the pertinent provisions thereof.

Employees shall not use their Village employment for private gain. No Village employee shall engage in any act⁷ which is in conflict with or creates the appearance of conflict with, the performance of official duties.

An employee shall be deemed to have a conflict if the employee:

- Has any financial interest in any sale to the Village of any goods or services when such financial interest was received with prior knowledge that the Village intended to purchase the property, goods or services.
- Solicits, accepts or seeks a gift, gratuity or favor from any person, firm, or corporation involved in a contract or transaction which is or may be the subject of official action by the Village, except and to the extent expressly authorized under Section 10-15 of the State Officials and Employees Ethics Act.
- Discloses or uses without authorization confidential information concerning property or affairs of the Village to advance a private interest with respect to any contract or transaction which is or may be the subject of official action of the Village.

No employee may use Village time or property in any manner to promote any political issue or candidate, or to solicit funds for any political purpose or to influence the outcome of any election.

No employee shall be eligible for appointment or election to any public office when the holding of that office would be incompatible with or would substantially interfere with the discharge of Village duties.

The Village President shall designate appropriate individuals to investigate all suspicions, allegations and written complaints of unethical conduct by a Village employee.

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment. Depending upon the seriousness of the action, other appropriate civil or criminal sanctions may also be pursued.

Pursuant to the Illinois Governmental Ethics Act, Village employees who are required to complete and file a written statement of economic interest as provided in Article 4A-101 of such Act, shall comply with such provisions. The Compensation and Benefits Committee is responsible for transmitting the forms to all covered employees.

7.4 POLICY AGAINST DISCRIMINATION, HARASSMENT AND SEXUAL MISCONDUCT

I. STATEMENT OF POLICY

It is the Village's policy that it will not tolerate or condone discrimination or harassment on the basis of race, color, religion, creed, sex, gender-identity, gender-expression, sexual orientation, pregnancy, childbirth, medical or common conditions relating to pregnancy and childbirth, genetic information, national origin, age, physical or mental disability, ancestry, marital status, military status, arrest record, unfavorable discharge from military service, order of protection status, citizenship status or any other classification protected under federal or state law. Sexual misconduct is also prohibited. The Village will neither tolerate nor condone discrimination, harassment or sexual misconduct by employees, managers, supervisors, elected officials, appointed officials, co-workers, or non-employees with whom Village has a business, service, or professional relationship. "Employee" for purposes of this policy includes any individual performing work for Village, an apprentice, an applicant for apprenticeship, or an unpaid intern. Retaliation against an employee who complains about or reports any act of discrimination, harassment or misconduct in violation of this policy is prohibited. The Village has appointed an ethics officer (referred to herein as the "Ethics Officer") to receive and oversee investigations of complaints made pursuant to this policy. The Ethics Officer's name and contact information for email or telephone calls can be found in Appendix B hereto. The Village reserves the right to change the Ethics Officer from time to time and will update Appendix B.

Retaliation against any employee who participates in an investigation pursuant to this policy is likewise prohibited. Retaliation against any employee who participates in an investigation pursuant to this policy is likewise prohibited. The Village is committed to ensuring and providing a work place free of discrimination, harassment, sexual misconduct and retaliation. The Village will take disciplinary action, up to and including termination, against an employee who violates this policy.

As set forth above, sexual harassment and sexual misconduct are prohibited. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or any other visual, verbal or physical conduct of a sexual nature when:

1. submission to or rejection of this conduct explicitly or implicitly affects a term or condition of individual's employment;
2. submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee or;
3. the harassment has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile or offensive work environment because of the persistent, severe or pervasive nature of the conduct.

Sexual harassment can occur in a variety of circumstances, including but not limited to the following:

- The employee as well as the harasser may be a woman or a man. The employee does not have to be of the opposite sex.
- The harasser can be the employee's supervisor, an agent of the employer, a supervisor in another area, a co-worker, or a non-employee.
- The employee does not have to be the person harassed but could be anyone affected by the offensive conduct.
- Unlawful sexual harassment may occur without economic injury to or discharge of the employee.
- The harasser's conduct must be unwelcome.

Each employee must exercise his or her own good judgment to avoid engaging in conduct that may be perceived by others as sexual harassment or harassment based on any status protected by law. The following are illustrations of actions that Village deems inappropriate and in violation of our policy:

1. Unwanted sexual advances.
2. Offering employment benefits in exchange for sexual favors.
3. Retaliating or threatening retaliation after a negative response to a sexual advance or after an employee has made or threatened to make a harassment complaint.

4. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.
5. Verbal conduct such as making derogatory comments, using epithets or slurs, making sexually explicit jokes, or making sexually explicit jokes or suggestive comments about a person's body or dress.
6. Written or electronic communications of a sexual nature or containing statements or images which may be offensive to individuals in a particular protected group, such as racial or ethnic stereotypes or stereotypes about disabled individuals.
7. Physical conduct such as unwanted touching, assaulting, impeding or blocking movements.

Sexual misconduct is strictly prohibited by Village and can include any inappropriate and/or illegal conduct of a sexual nature including, but not limited to, sexual abuse, sexual exploitation, sexual intimidation, rape, sexual assault, or ANY sexual contact or sexual communications with a minor (including, but not limited to, conduct or communications which are written, electronic, verbal, visual, virtual or physical).

II. RESPONSIBILITIES

A. Supervisors. Each supervisor shall be responsible for ensuring compliance with this policy, including the following:

1. Monitoring the workplace environment for signs of discrimination, harassment or sexual misconduct;
2. Immediately ~~notifying~~ [notify](#) law enforcement where there is reasonable belief that the observed or complained of conduct violates the criminal laws of the State of Illinois.
3. Immediately ~~notifying~~ [notify](#) the Department of Children and Family Services (DCFS) Hotline (1-800-25-ABUSE or 1-800-252-2873) if the observed or complained of conduct involves the abuse of a minor.
4. Immediately stopping any observed acts of discrimination, harassment or sexual misconduct and taking appropriate steps to intervene, whether or not the involved employees are within his/her line of supervision;
5. Immediately reporting any complaint of harassment, discrimination or sexual misconduct to the Village Attorney or to the Ethics Officer; and
6. Taking immediate action to limit the work contact between the individuals when there has been a complaint of discrimination, harassment or sexual misconduct,

pending investigation.

B. Employees. Each employee is responsible for assisting in the prevention of discrimination, harassment and sexual misconduct through the following acts:

1. Refraining from participation in, or encouragement of, actions that could be perceived as discrimination, harassment or sexual misconduct;
2. Immediately reporting any violations of this policy to a supervisor, the Ethics Officer or Village Attorney and law enforcement (if appropriate under the circumstances) and/or DCFCS (if appropriate under the circumstances); Employees are obligated to report violations of this policy as soon as they occur. An employee should not wait until the conduct becomes unbearable before reporting the prohibited conduct. All employees are obligated to report instances of prohibited conduct even if the conduct is merely observed and directed toward another individual and even if the other person does not appear to be bothered or offended by the conduct. All employees are obligated to report instances of prohibited conduct regardless of the identity of the alleged offender (e.g., man, woman, supervisor, elected official, co-worker, volunteer, vendor, member of public).
3. Encouraging any employee who confides that he/she is the victim of conduct in violation of this policy to report these acts to a supervisor.

Failure to take action to stop known discrimination, harassment or sexual misconduct may be grounds for discipline.

There is a clear line in most cases between a mutual attraction and a consensual exchange and unwelcome behavior or pressure for an intimate relationship. A friendly interaction between two persons who are receptive to one another is not considered unwelcome or harassment. Employees are free to form social relationships of their own choosing. However, when one employee is pursuing or forcing a relationship upon another who does not like or want it, regardless of friendly intentions, the behavior is unwelcome sexual behavior. An employee confronted with these actions is encouraged to inform the harasser that such behavior is offensive and must stop. You should assume that sexual comments are unwelcome unless you have clear unequivocal indications to the contrary. In other words, another person does not have to tell you to stop for your conduct to be harassment and unwelcome. Sexual communications and sexual contact with a minor are ALWAYS prohibited.

If you are advised by another person that your behavior is offensive, you must immediately stop the behavior, regardless of whether you agree with the person's perceptions of your intentions.

The Village does not consider conduct in violation of this policy to be within the course and scope of employment and does not sanction such conduct on the part of any employee, including supervisory and management employees.

III. APPLICABLE PROCEDURES

The Village takes allegations of discrimination, harassment and sexual misconduct very seriously. It will actively investigate all complaints.

It is helpful for the employee to directly inform the offending individual that the conduct is unwelcome and must stop. The employee should use the Village's complaint procedure to advise the Village of any perceived violation of this policy as soon as it occurs.

- A. Bringing a Complaint. Any employee of Village, who believes that there has been a violation of this policy may bring the matter to the attention of Village in one of the following ways:
1. Advising his or her supervisor or the Ethics Officer; or
 2. Advising the offending employee's supervisor, the Village Attorney, or the Village Clerk in the event that the alleged harasser is the Village Attorney.

If the complaint involves someone in the employee's direct line of command, then the employee should go directly to the Ethics Officer or Village Attorney.

The complaint should be presented as promptly as possible after the alleged violation of this policy occurs.

The Village will take steps to ensure that complaints made are kept confidential to the extent permissible under the law. Individuals who are involved in an investigation under this policy are required to keep the matter confidential to the fullest extent permitted under the law.

- B. Resolution of a Complaint. Promptly after a complaint is submitted, the Village will undertake such investigation, corrective and preventive actions as are appropriate. In general, the procedure in resolving any complaints can (but will not necessarily) include any of the following items:
1. A meeting between the employee making the complaint and an individual designated by the Village to investigate such complaints. Important data to be provided by the complaining employee includes the following:
 - a. A description of the specific offensive conduct;
 - b. Identification of all person(s) who engaged in the conduct;
 - c. The location where the conduct occurred;
 - d. The time when the conduct occurred;

- e. Whether there were any witnesses to the conduct;
 - f. Whether conduct of a similar nature has occurred on prior occasions;
 - g. Whether there are any documents which would support the complaining employee's allegations;
 - h. What impact the conduct had on the complaining employee.
2. While not required, the Village encourages anyone who makes a complaint under this policy to provide a written statement setting forth the above details and attaching any pertinent records.
 3. After a complaint is submitted by the employee, the alleged offending individual should be contacted by a designated representative of the Village. The alleged offending individual should be advised of the charges brought against him or her, and may be provided with a copy of the written statement of complaint made by the complaining employee (if applicable). The alleged offending individual should have an opportunity to fully explain his or her side of the circumstances, and may also submit a written statement, if desired.
 4. After the alleged offending individual is interviewed, any witnesses identified by either the complaining employee or the alleged offending individual may be interviewed separately.
 5. Once this investigation is completed, the Village will take such action as is appropriate based upon the information obtained in the investigation. In the event that the Village finds merit in the charges made by the complaining employee, disciplinary action will be taken against the offending employee. This disciplinary action may, but need not necessarily, include:
 - a. Verbal or written reprimand;
 - b. Placing the offending employee on a corrective action plan for a period of time to be identified;
 - c. Delay in pay increases or promotions;
 - d. Suspending the offending employee from work without pay;
 - e. Demotion;
 - f. Immediate termination.

6. Upon completion of the investigation, the Village will advise the complaining employee of the results of the investigation, including action taken, if any, against the offending individual.

When investigating alleged violations of this policy, the Village looks at the whole record including, but not limited to, the nature of the allegations, the context in which the alleged incidents occurred, and the statements of the parties and witnesses. A determination on the allegations is made from the facts on a case-by-case basis.

- C. Non-Retaliation. Under no circumstances will there be any retaliation against any employee making a complaint of discrimination, harassment or sexual misconduct. Any act of retaliation by any party directed against a complaining employee, an accused employee, witnesses, or participants in the process will be treated as a separate and distinct complaint and will be similarly investigated. Complaints of retaliation should be addressed to the Village Attorney. Any complaining employee is also protected from retaliation by whistleblower protections under the State Officials and Employees Ethics Act, 5 ILCS 430/5-5 *et seq.*, the Whistleblower Act, 740 ILCS 174/1 *et seq.*, and the Illinois Human rights Act, 775 ILCS 5/1-101 *et seq.*
- D. Discipline, Fines and Penalties. In addition to any and all other discipline that may be available pursuant to the Village's policies, employment agreements, employee handbooks, and/or collective bargaining agreements, any person who violates this policy or the Prohibition on Sexual Harassment contained in 5 ILCS 430/5-65, may be subject to a fine of up to \$5,000 per offense, applicable discipline or discharge by the Village and any applicable fines and penalties established pursuant to local ordinance, state law or federal law. Each violation may constitute a separate offense. Any discipline imposed by the Village shall be separate and distinct from any penalty imposed by an ethics commission and any fines or penalties imposed by a court of law or a state or federal agency.
- E. False Reports Prohibited. It is a violation of this policy for an employee to knowingly make a false report of discrimination, harassment, sexual misconduct or retaliation. An employee who is found to have knowingly made a false report is subject to disciplinary action, as set forth in Section III.B.5 above.
- F. Additional Resources. If you have any questions concerning the Village's policies on this matter, please see your supervisor or the Ethics Officer. Further information may also be obtained from the Illinois Department of Human Rights, 312-814-6200, or the Equal Employment Opportunity Commission (EEOC), 800-669-4000 or for matters involving the abuse of minors the Illinois Department of Children and Family Services (DCFS), 800-25-ABUSE.

Each employee is required to acknowledge receipt and review of this Personnel Manual and the policies set forth herein by completing the acknowledgment form at the end of this policy and returning it to the ~~Office Manager~~ [Finance Director](#).

7.5 VIOLENCE IN THE WORKPLACE

Unfortunately, certain events in recent years have raised a concern on the part of businesses and employees alike regarding the potential for violence in the workplace. While there is no reason for the Village to be more concerned about this potential than other employers, it is committed to promptly responding to situations which are brought to the attention of management and appear to raise the potential for violent behavior.

The Village prohibits violence in the workplace. Violent behavior is strictly prohibited on Village property, on adjacent property, while working at any location on behalf of the Village, in Village vehicles or during events sponsored by the Village. This prohibition includes not only actual acts of violence, but also direct or implied threats of violence. Employees who exhibit or threaten violent behavior or who attempt to intimidate or commit an act of violence toward any other Village employee, customer or vendor, or subtly or directly threaten or hint such action will be subject to criminal prosecution and disciplinary action up to and including termination. The Village takes all reports of violent behavior seriously, and will take appropriate action to investigate complaints and/or report complaints of violent behavior to law enforcement as appropriate.

If you are subjected to such conduct by a fellow employee or a third party, you should report the incident immediately to any supervisor or to the Village's management. Supervisors are directed to report all reports of violent behavior or threats of violent behavior to the Chief of Police. **In the case of an imminent danger, an emergency situation, or actual or suspected criminal conduct, employees and supervisors are directed to immediately call 9-1-1.**

The Village will promptly and thoroughly investigate any such report. This investigation may include interviewing the employee making the complaint, the employee accused, and any witnesses. As part of its investigation, the Village may also notify appropriate legal authorities.

If the Village determines that a violation of this policy has occurred, it will take immediate, appropriate corrective action. Such action may include reassignment or discipline, up to and including immediate termination, notifying appropriate legal authorities, and/or taking legal action against the employee found to have violated this policy.

7.6 ANTI-BULLYING

The Village promotes a healthy workplace culture where all employees are able to work in an environment free of bullying behavior. Workplace bullying is unacceptable and will not be tolerated under any circumstances. The Village will not knowingly permit retaliation or reprisal towards an employee who has reported bullying.

All Village employees are responsible to help ensure that the Village is a bullying-free workplace. Any employee who feels they have experienced or witnessed bullying should immediately notify the Village President, as well as the appropriate department head if appropriate, before the

conduct becomes severe or pervasive.

The following lists examples of behavior that may be bullying. This list is not meant to be exhaustive and is only offered by way of example:

- Staring, glaring or other nonverbal demonstrations of hostility
- Exclusion or social isolation
- Excessive monitoring or micro-managing
- Work-related harassment (work-overload, unrealistic deadlines, meaningless tasks)
- Being held to a different standard than the rest of an employee's work group
- Consistent ignoring or interrupting of an employee in front of co-workers
- Personal attacks (angry outbursts, excessive profanity, or name-calling)
- Encouragement of others to turn against the targeted employee
- Sabotage of a co-worker's work product or undermining of an employee's work performance
- Stalking
- Spreading rumors and gossip regarding individuals
- Unwanted physical contact, to an individual or an individual's property (defacing or marking up property)
- Repeated infliction of verbal abuse, such as the use of derogatory remarks and insults
- Conduct that a reasonable person would find hostile, offensive, and unrelated to the employer's legitimate business interests
- Use of Village email, telephone internet or computing systems (including Village-issued laptops or cellphones) or personal social media to engage in bullying.

All complaints of bullying will be investigated promptly and thoroughly. To the fullest extent practicable, the Village will attempt to keep complaints and the terms of their resolution confidential. If the investigation confirms that bullying has occurred, the Village will take appropriate corrective action, up to and including termination of employment.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to bullying conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that such behavior immediately stop.

7.7 AMERICANS WITH DISABILITIES ACT COMPLIANCE

It is the policy of the Village to comply with all the provisions of the Americans with Disabilities Act ("ADA"). The Village prohibits discrimination on the basis of disability. The Village will also reasonably accommodate qualified individuals with disabilities. Please contact the ~~Office~~ [Manager Finance Director](#) if you have any questions regarding a reasonable accommodation.

Any employee who believes that he or she has been discriminated against due to a physical or mental disability should immediately report the problem or incident to his or her supervisor or the Village President. All complaints of discrimination due to a disability shall be investigated immediately, and the findings of the investigation and any remedial actions taken shall be reported to the complainant.

7.8 DRUG-FREE WORKPLACE

The Village maintains a drug free work environment. In accordance with the Drug Free Workplace Act, it is the policy of the Village to prohibit employees from the manufacture, distribution, dispensing, possession or use of a controlled substance, including alcohol, in the workplace.

All employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a "controlled substance" (as defined in the Illinois Controlled Substances Act, 720 ILCS 570/100 *et seq.*) or cannabis as defined in the Cannabis Control Act, 720 ILCS 550/1 *et seq.*, at any time during the performance of their duties, whether in or about the Village Hall or elsewhere while on Village business.

It is the responsibility of police officers and any other employee who performs safety-sensitive functions to report to their supervisor at the beginning of their shift any prescription drugs that have been prescribed for them by their physician that could impair their ability to perform work safely. Failure to do so could subject the employee to corrective action.

All employees must abide by the terms of this policy as a condition of employment in the Village. Any employee found to be in violation of this policy shall be subject to discipline under existing employee disciplinary policies and procedures. The penalties for violation could include oral or written reprimand, suspension, or other disciplinary action up to and including termination from employment and referral for criminal prosecution.

The Village reserves the right to request an employee to submit to drug or alcohol testing for reasonable suspicion in accordance with existing collective bargaining agreements or Village policy as outlined in this Personnel Manual. Random testing of police officers and other employees who perform safety-sensitive functions may also be ordered as outlined in a collective bargaining agreement or in compliance with state, federal and local laws and regulations. Employees are expected to comply with requests for testing and a refusal could be reason for corrective action, up to and including termination. In addition, violations of this policy will be reported to the appropriate licensing authority according to state and federal laws and regulations. Additionally, employees who are convicted of any criminal drug statute must report the conviction to the ~~Office~~ [Manager Finance Director](#) within five days of the conviction.

The Village recognizes that chemical dependency can be treated. Employees needing assistance are encouraged to use their health insurance plan or seek assistance through the Employee Assistance Program.

7.9 CANNABIS, DRUG AND ALCOHOL USE/ABUSE POLICY

Intent:

The Village is concerned about the ultimate effects of the use of illegal drugs and the use of cannabis, alcohol and illegal drugs upon the health and safety of its employees and the public. We recognize that studies show that alcohol and drug abuse leads to increased accidents and medical claims. Employees who abuse drugs and alcohol present a danger to themselves, their fellow employees, the Village and the public. In addition, the increased medical costs incurred by employees who use/abuse drugs and/or alcohol and the associated decreased productivity of these individuals, because of accidents, absenteeism and turnover adversely affect achievement of the Village's mission and goals.

The Village recognizes that the state legislature has accepted that modern medical research confirms the beneficial uses of cannabis is treating or alleviating the pain, nausea and other symptoms associated with a variety of debilitating medical conditions. For these reasons, the State of Illinois has decriminalized the use of marijuana for medical and recreational purposes. The Village also recognizes that under federal law, marijuana is still illegal. The United States Drug Enforcement Agency lists marijuana as a Schedule I drug under the Controlled Substances Act. Schedule I drugs are defined as having no approved medical use and a high potential for abuse.

The Village recognizes its obligations and responsibilities under these conflicting laws to implement a reasonable drug free workplace policy to ensure the safety of employees and the public at large while protecting the rights of all employees. The Village will not penalize an employee or applicant solely for his/her status as a registered qualifying patient or registered designated caregiver under the Compassionate Use of Medical Cannabis Pilot Program Act, unless failing to do so would put Village in violation of federal law or unless failing to do so would cause it to lose a monetary or licensing-related benefit under federal law or rules. The Village prohibits the use and storage of medical cannabis on its property, at all workplaces and in any employer-owned vehicles.

No part of this policy, nor any of the procedures hereunder, guarantees employment, continued employment, or terms or conditions of employment or limits in any way the Village's rights to manage its workplace or discipline employees.

Definitions:

For purposes of this policy, the following terms shall have the following meanings:

- A. 'Premises' shall include all work sites, work areas, property owned or leased by the Village, or vehicles owned, operated, leased, or under the control of the Village. Privately-owned vehicles parked or operated on property owned, leased or managed by the Village is also included under the definition.
- B. 'Village time' shall include all times during which an employee is on Village premises, meal and break times on or off Village premises, or performing work off the premises for the benefit of the Village, as a representative of the Village.
- C. 'On-call' for purposes of the Cannabis Regulation and Tax Act means when an employee is scheduled with at least 24 hours' notice by an employer to be on standby or otherwise responsible for performing tasks related to his or her employment, either at the employer's premises or other previously designated location by such employer or supervisor to perform a work-related task.
- D. 'Legal drug' means any substance the possession or sale of which is not prohibited by law, including prescription drugs that have been prescribed for the employee and over-the-counter drugs and (after January 1, 2020) cannabis as outlined in the Cannabis Regulation and Tax Act.
- E. 'Illegal drug' means any controlled substance the possession or sale of which is prohibited by law.
- F. 'Cannabis' or 'Marijuana' is a mixture of dried, shredded leaves, stems, seeds and flowers of the hemp plant, *Cannabis sativa*. The main active chemical in cannabis is ~~tetrahydrocannabinol~~ tetrahydrocannabinol (THC), a psychoactive ingredient that produces a "high" or feeling of being "stoned". The strength of cannabis or marijuana is correlated to the amount and potency of the THC it contains.
- G. 'Cannabidiol' or 'CBD' is one of over 60 different cannabinoid compounds in marijuana. CBD is a non-psychoactive ingredient of cannabis and does not make a person feel "high" or "stoned". CBD is used to provide relief from chronic pain, anxiety, inflammation and epilepsy and its benefits are still being researched. Currently, there are no uniform standards for production of CBD, so it is possible that a CBD product may contain small amounts of THC that would be detected by a drug test conducted for an employee. Such a test result would violate the Village's drug-free workplace policy.
- H. 'Substance' means any alcohol, drugs, or other substances (whether ingested, inhaled, injected subcutaneously, or otherwise) that have known mind altering or function-altering effects upon the human body or that impair one's ability to safely perform his or her work, specifically including, but not limited to, prescription drugs and over-the-counter medications; alcohol, drugs, and other substances made illegal under federal or state law; "synthetic or designer" drugs; illegal inhalants; "look-alike" drugs; amphetamines; cannabinoids (marijuana and hashish); cocaine; phencyclidine (PCP), and opiates; and

any drugs or other substances referenced in Schedule I through V of 21 C.F.R. Part 1308 (whether or not such drugs or other substances are narcotics).

- I. 'Traceable in the employee's system' means that the results of a laboratory's analysis of the employee's urine, saliva, breath or blood specimen is positive for the tested substance.
- J. 'Reasonable suspicion of impairment' means that Village's representatives have observed and in good faith can describe specific, articulable symptoms of an employee while working that decrease or lessen his or her performance of the duties or tasks of the employee's job position, including symptoms of the employee's speech, breath, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, negligence or carelessness in operating equipment or machinery, disregard for the safety of the employee or others, or involvement in an accident that results in serious damage to equipment or property, disruption of a production or manufacturing process, or carelessness that results in any injury to the employee or others, or detection of a prohibited substance in the area where an employee has/had been working. A registered qualifying user of medical cannabis under the Compassionate Use of Medical Cannabis Pilot Program Act must first be given a reasonable opportunity to contest the basis of the suspected impairment before being subject to discipline based on a reasonable suspicion of impairment. A user of cannabis under the Cannabis Regulation and Tax Act must also first be given a reasonable opportunity to contest the basis of the suspected impairment before being subject to discipline based on the employer's good faith belief of impairment.
- K. 'Under the influence' means the condition wherein any of the body's sensory, cognitive, or motor functions or capabilities is altered, impaired, diminished, or affected due to drugs or alcohol. This also means the detectable presence of Substance(s) within the body, regardless of when or where it (they) may have been consumed, having an alcohol concentration within the violation range specified by the laws of the State of Illinois, and/or having a positive test for any other Substance(s). With respect to employees subject to the Federal Motor Carrier Safety Administration (FMCSA) regulations, U.S. Department of Transportation regulations, or performing safety-sensitive functions such as sworn police officers, 'Under the influence' is defined, in accordance with FMCSA regulations, as having an alcohol concentration of 0.04 or greater (compared to the BAC of 0.08 for non-safety sensitive positions). Being 'Under the influence' of cannabis currently means testing positive for any amount of cannabis (until the Illinois legislature determines a specific level of THC in the blood that constitutes statutory impairment).
- L. 'Safety sensitive function' was defined by the United States Supreme Court as any job function fraught with such risks of injury to others that even a momentary lapse of attention can have disastrous consequences. The category of safety sensitive functions includes job duties described as safety sensitive by applicable FMCSA or other applicable regulations, statutes, or case law. Courts have held that an employer may prohibit off-duty use of cannabis, alcohol and other drugs by an employee in a safety sensitive position

because these employees can cause great human loss before any signs of impairment become noticeable to supervisors or others.

- M. 'Work related cause' means the employee has: incurred a work-related injury requiring medical attention at a medical facility; caused the injury of another person on Village premises or during Village time; caused damage to any Village owned or leased property; or commits repeated and/or flagrant violations of safety standards.

Applicability:

- A. This policy applies to all employees and volunteers of the Village as well as candidates for employment with the Village who have been given conditional offers of employment. Such persons are responsible to be familiar with and comply with this policy.
- B. The provisions of this policy are subject to any federal, state, or local laws that may prohibit or restrict their applicability, and testing for substances shall be conducted and in accordance with and limited by such laws, notwithstanding any terms of this policy to the contrary.

Policy:

- A. Alcohol, Cannabis, or Illegal Drugs or Substances: The possession, sale, purchase, use, distribution, delivery or transfer of alcohol, cannabis or an illegal drug or substance while on the Village's premises or while on the Village's time or while driving a vehicle opened, operated, rented, leased or under the control of the Village is expressly prohibited. This prohibition includes cannabis used for medical purposes in accordance with the Compassionate Use of Medical Cannabis Program Act. In addition, employees may not report to work or be on Village premises or on Village time under the influence of alcohol or cannabis or with any traceable illegal drug or substance in their system.

Employees who drive commercial motor vehicles, operate heavy or large mobile equipment or perform other safety-sensitive functions such as sworn police officers, in addition to the prohibitions above, must not consume alcohol for four (4) hours prior to duty time and up to eight (8) hours following an accident or until the employee undergoes a post-accident test, whichever comes first.

Individuals who are registered users of medical cannabis will not be disqualified from employment based solely on the detected presence of cannabis on a drug test, unless failing to do so would put the Village in violation of a federal law or cause it to lose a federal contract or funding. Individuals who are registered users of medical cannabis in accordance with the Compassionate Use of Medical Cannabis Pilot Program Act and individuals who use cannabis in accordance with the Cannabis Regulation and Tax Act may not report to work under the influence of cannabis. This policy prohibits undertaking any task under the influence of cannabis, when doing so would constitute negligence,

professional malpractice or professional misconduct. Any violation of this policy may result in immediate discharge and may subject an employee to legal action.

- B. **Legal Drugs:** The Village does not condone the abuse of legal drugs or working under the influence of legal drugs to the extent that job performance and/or safety is adversely affected. Employees using prescription and/or over-the-counter drugs are responsible for being aware of any potential effect such drugs may have on their judgment or ability to perform their duties.
- C. **Drug Panel:** U.S. Department of Transportation (DOT) Regulations (49 CFR Section 40.85) provide five drugs or classes of drugs that must be tested for in a DOT drug test. They are: (a) marijuana metabolites, (b) cocaine metabolites, (c) amphetamines, (d) opioids, and (e) phencyclidine (PCP). The Village cannot exclude cannabis from a drug test performed pursuant to DOT Regulations. The DOT Regulations also prohibit a medical review officer from verifying a test as negative based on information that a physician prescribed the use of marijuana or other Schedule I drug.
- D. **Pre-Employment Substance Testing:** Upon receipt of a contingent offer of employment, candidates for safety-sensitive or security-sensitive positions may be subject to pre-employment drug testing. Individuals to whom a contingent offer is made whose pre-employment drug test returns positive (except with respect to legally prescribed drugs and over-the-counter medications) will be ineligible for employment. Candidates who test positive may have their contingent offer of employment revoked.
- E. **Random Selection Testing:** The Village is a drug-free workplace and reserves the right to conduct random testing on employees with safety-sensitive or security-sensitive job duties. The following positions include safety-sensitive or security-sensitive functions, and as such are subject to random testing: sworn police officers. Where random testing is prohibited or restricted by applicable federal, state or local statute or regulation, or other legally-binding agreement, the Village will conform to all applicable laws, regulations, and/or agreements notwithstanding the provisions of this policy.
- F. **Reasonable Suspicion Testing:** If the Village's representative has a reasonable suspicion that an employee is impaired based on the representative's observations of the employee at work, and in good faith can describe specific, articulable symptoms of that employee while working that decrease or lessen that employee's performance of the duties and tasks of the employee's job position, including symptoms of the employee's speech, breath, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, negligence or carelessness in operating equipment of machinery, disregard for the safety of the employee or others, or involvement in an accident that results in serious damage to equipment or property, disruption of a production process, or carelessness that results in any injury to the employee or others, then the Village may conduct reasonable suspicion testing.

- G. Post-Accident Testing: If the Village has reasonable cause to believe an employee has caused an on-the-job injury that is considered recordable under OSHA guidelines (i.e., requiring medical treatment) as a result of being under the influence, the supervisor may require the injured employee to undergo a post-accident substance test. The employee will also be required to undergo post-accident testing if required by FMCSA, DOT or other applicable regulation.
- H. Fitness for Duty: Employees suspected of being unfit for duty as a result of the use or reasonably suspected use of substances may be subject to substance testing. Employees who have successfully completed a substance abuse or rehabilitation program will be required to submit to a fitness for duty substance test before being permitted to return to work.
- I. Blood Alcohol Concentration. A driver subject to FMCSA or DOT regulations, or any other employee who is required to perform a safety-sensitive function and who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall not perform, nor be permitted to perform, safety-sensitive functions for at least 24 hours.
- J. THC Concentration. As of this writing, the State of Illinois has no established limit of tetrahydrocannabinol (THC) in the bloodstream that constitutes impairment under the law. A person may be under the influence of marijuana as defined by a positive test for cannabis without being visibly impaired. The Village intends to train its managers and supervisors on toe specific, articulable symptoms of impairment as defined above.
- K. Reasonable Zero Tolerance or Drug-Free Workplace Policy: Under the law, the Village has the right to implement a reasonable zero tolerance or drug-free workplace policy that is applied in a non-discriminatory manner. With the enactment of the Cannabis Regulation and Tax Act and the amendment to the Right to Privacy in the Workplace Act, the Village is limited in its ability to prohibit the use of cannabis and other substances considered legal under Illinois law by Village employees while off-duty and not on-call, unless those employees perform safety sensitive functions. For employees in safety sensitive positions, such as sworn officers, it is reasonable for the Village to implement and consistently apply a zero tolerance or drug-free workplace policy that includes a prohibition on off-duty use and terminate any safety sensitive employee who violates this policy. Such a restrictive policy is reasonable because if these employees used cannabis or other Substances while off duty, they could cause great human loss while at work before any signs of impairment became noticeable to supervisors or others. For these employees who work in safety sensitive positions, the Village can test the employee for cannabis or other Substances if first the Village's representative can articulate after observing the employee at work that a reasonable suspicion of impairment exists.
- L. Disciplinary Action:

- a. Any employee who possesses, sells, purchases, uses, distributes, delivers or transfers alcohol, cannabis or an illegal substance on Village premises will be removed from the work area, and may be subject to immediate discharge.
- b. Any employee who reports to work under the influence of alcohol, cannabis or with an illegal drug or Substance traceable in his/her system will be removed from the work area, and may be subject to immediate disciplinary action up to and including discharge.
- c. An employee who refuses to submit to testing when required under this policy will be removed from the work area, and may be subject to immediate disciplinary action up to and including discharge. Refusal to submit to testing shall include, but may not be limited to: (1) failure to appear for any test within a reasonable amount of time, after being directed to do so by Village, consistent with this policy and/or applicable regulations, including but not limited to FMCSA or DOT regulation; (2) failure to remain at the testing site until testing is complete; (3) failure to provide a sufficient breath, saliva, blood or urine specimen for any drug or alcohol test required by this policy or applicable FMCSA or DOT regulation; (4) in the case of directly observed or monitored collection in a drug test, failure to permit the observation or monitoring of the provision of a specimen; (5) failure to provide a sufficient amount of saliva, breath, blood or urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure; (6) failing or declining to take a second test that Village or the collector has directed the employee to take; (7) failure to undergo a medical examination or evaluation, as directed by the Medical Review Officer as part of the verification process or as directed by the Designated Employer Representative; (8) failure to cooperate with any part of the testing process; (9) having a verified adulterated or substituted test result as reported by the Medical Review Officer
- d. Any employee who refuses to participate in rehabilitation/treatment as recommended as a result of a positive test and evaluation by a substance abuse professional, will not be allowed to perform work for the Village and may be subject to disciplinary action up to and including discharge.

Testing Procedures:

- A. Testing: The Village may require an employee or candidate to provide a urine specimen, submit to a blood test, provide saliva samples, and/or undergo breath/alcohol testing for laboratory analysis at a medical clinic or other location as designated by the Village, immediately upon the request of authorized Village representatives or agents in accordance with this policy.
 1. Where the Village has reasonable suspicion that an employee is under the influence of a substance, he or she will be removed from the work area and

provided with transportation to the place of testing. The Village should call the emergency contact indicated by the employee or, if unavailable, arrange for the employee to be transported home following the test.

2. Prior to submitting to testing, an employee or candidate may confidentially disclose to the independent medical examiner any prescription drugs or over-the-counter medications that he/she has taken or known medical condition that might interfere with an accurate test result. Such information will only be revealed to the Village as permitted by law.
3. At the discretion of the Village, employees suspected of violating this policy may be placed on administrative leave without pay pending test results. If the test results are negative; the employee will be reimbursed for any salary lost during administrative leave.
4. Specimens reported by the testing laboratory as adulterated or substituted will be considered a refusal to test, and may be grounds for immediate termination of employment or ineligibility for hire.
5. Should a candidate or employee fail the initial drug test, he or she will be notified of the results and will not be allowed to perform work on behalf of the Village. The candidate or employee will have the option of requesting testing of the split specimen within 72 hours at the Village's expense unless the candidate or employee presents documentation that serious injury, illness, lack of actual knowledge of the verified test result or inability to contact the Medical Review Officer prevented a timely request. If the candidate fails to request testing of the split specimen within 72 hours and the candidate or employee has not presented sufficient documentation to excuse the delay, Village will take appropriate action including but not limited to discipline or discharge.
6. If the test of the split specimen is also positive, the candidate or employee will have the opportunity to explain the results. The Village retains the discretion to determine the appropriate disciplinary action, including discharge, following two positive drug tests.
7. An employee who has been removed from the work area or barred from the working as a result of violating this policy, may be subject to disciplinary action up to and including immediate discharge. If an employee has not been terminated as a result of a violation, he or she may not commence or return to work unless he or she provides sufficient documentation that he or she has tested negative for the presence of a substance and is not under the influence of a substance; has been approved to commence or return to work under the terms of this policy; has received an evaluation from a Substance Abuse Professional, has successfully complied with the recommendations of the Substance Abuse Professional, and testing for the presence of a substance and the handling of test specimens was conducted in accordance with guidelines for laboratory testing procedures and

chain-of-custody procedures established by applicable federal or state regulation.

8. The Village will take steps to ensure the integrity of the testing process and to ensure that all test results are attributed to the correct employee.
- B. Consent: The employee may be required to sign a consent form authorizing the medical clinic or other location as designated by the Village to perform the aforementioned tests and release the results of the testing to the Village.
- C. Chain of Custody Procedures: At the time specimens are taken, standard 'chain of custody' or 'chain of possession' procedures will be followed and the employee shall be given a copy of these specimen collection procedures.
- D. Confidentiality and Privacy: The employee's right to privacy will be respected, and the results of any testing shall be kept strictly confidential by Village to the extent required and permitted by law. However, the Village may use the results to decide upon an action to be taken towards an employee, or to the extent necessary, to defend its actions in any subsequent grievance, arbitration, or legal or other proceeding.
- E. Treatment: An employee who voluntarily informs the Village that he/she has a drug or alcohol abuse problem and desires rehabilitation assistance may be granted a leave of absence, in accordance with the Village's Family Medical Leave Act policy. The sole purpose of such leave is to obtain the necessary rehabilitation assistance. The employee may be required to periodically provide proof that he/she is participating in an appropriate rehabilitation or after-care program. Any employee who returns to work after completion of a rehabilitation program and who subsequently violates the substance abuse policy may be immediately discharged without regard to a request for further rehabilitation.

Additional Policies:

- A. Searches: Upon reasonable suspicion, authorized Village representatives or agents may conduct searches of personal effects, vehicles, lockers, desks and rooms for drugs/alcohol and related paraphernalia, dangerous weapons, Village property or property of other employees. Items discovered through such searches may be turned over to law enforcement authorities.
- B. Employees must notify the Village within 5 days of any criminal drug statute conviction.
- C. The Village, with the development and implementation of this policy, is making a good faith effort to maintain a drug/alcohol-free workplace.
- D. The Designated Employer Representatives responsible for receipt of testing results and removal of employees from safety sensitive functions when they violate this policy are Police Chief, Commander or Village President.

- E. Employees who have questions about this policy or who would like more information regarding the effects of alcohol misuse and controlled Substances on an individual's health, work and personal life, signs and symptoms of an alcohol problem, and available methods of intervening when an alcohol and or controlled substance problem is suspected should contact the ~~Office Manager~~ [Finance Director](#).

7.10 SOLICITATION AND SELLING AMONG EMPLOYEES

Solicitation of the Village employees and visitors and/or the distribution of literature, pamphlets or other materials by individuals not employed by the Village are prohibited in the Village Hall. The soliciting, collecting, or selling for any purpose among employees during working time is prohibited (except during meals and other break periods).

Distribution of literature, pamphlets, or other materials among employees in work areas is prohibited at all times. The term "work areas" means all areas in which employees normally work, confer, or conduct business. The term "work areas" does not include the lunchroom, the washrooms, and any other areas designated for non-work purposes.

7.11 OUTSIDE EMPLOYMENT

The Village may approve outside employment as long as the outside employment does not interfere with the employee's work for the Village or tend to create a conflict or the appearance of a conflict between the employee's private interests and the employee's official responsibilities as an employee of the Village.

7.12 COMPUTER, INTERNET AND NETWORK USAGE

The Village has email and internet access systems in place for Village business. We also have software and systems in place that can monitor and record all internet usage. The email and internet access systems in place are the sole property of the Village. The technology is in place for business related to the Village. Employees may use the technology for limited personal purposes as long as that use does not interfere with the employee's work, or jeopardize the integrity of the Village computer system, email system or internet access. The technology may also not be used for any purpose which would violate the Village policies or state or federal law. If an employee is found to be abusing the technology, his or her access may be limited or eliminated altogether. An employee is also subject to discipline, up to and including termination. Nothing on the internet system or any property of the Village, including phones or voice mail, is or can become the private property of any employee.

THERE CAN BE NO EXPECTATION OF PRIVACY OR ASSURANCE OF CONFIDENTIALITY FOR ANY MESSAGES OR FOR ANY USE OR PATTERN OF USAGE OF THE VILLAGE INTERNET, PHONES OR ANY OTHER PROPERTY.

Management and Administration of the Internet and Phone System

We want you to be aware that our security systems are capable of recording for each and every user, each World Wide Web site visit, each chat, and each newsgroup or email message accessed on each computer station within the Village. The system is also capable of recording each file transfer into and out of our internal networks. We reserve at all times the right to monitor such activity. No employee should have any expectation of privacy as to any internet usage or telephone system. The management of the Village may review internet activity, voice mail messages, and analyze usage patterns in an effort to maintain the highest levels of productivity. We reserve the right to inspect any and all files stored in private areas of our network in order to assure compliance with this policy.

The system must never be used in violation of our policy against discrimination and harassment. The display or access of any kind of sexually explicit image or document on the Village system is a violation of both this internet policy and the Village's nondiscrimination and harassment policy. In addition, sexually explicit material may not be archived, stored, distributed, edited or recorded using our network or computing resources. The Village may use independently-supplied software and data to identify inappropriate or sexually-explicit internet sites. We may block access from within our networks to all such sites. If you find yourself inadvertently connected to a site that contains sexually explicit or offensive material, you must immediately disconnect from that site, regardless of whether that site has been previously deemed acceptable by any monitoring, screening or rating program.

The Village's internet facilities and computing resources must not be used knowingly to violate the laws and regulations of the United States or any other nation, or the laws and regulations of any state, Village, province or other local jurisdiction in any material way. Use of any Village resources for illegal activity is grounds for immediate dismissal, and we will cooperate with any legitimate law enforcement agency in the investigation of such activity.

Any software or files downloaded via the internet into the Village network become the property of the Village. Any such files or software may be used only in ways that are consistent with their licenses or copyrights.

No employee may use Village facilities knowingly to download or distribute pirated software or data. No employee may use the Village's internet facilities to deliberately propagate any virus, worm, "Trojan horse," or trap-door program code. No employee may use the Village's internet facilities knowingly to disable or overload any computer system or network, or to circumvent any system intended to protect the privacy or security of another user.

Each employee using the internet facilities of the Village shall identify himself or herself honestly, accurately and completely, including the Village affiliation and function, when participating in Village related chat groups, newsgroups, message boards, or discussion lists, or when setting up accounts on outside computer systems on behalf of the Village. Employees may not represent their statements as official Village policy or practice without proper authorization. Participating in non-Village-related chat groups, newsgroups, message boards or discussion lists by use of the Village hardware is prohibited.

Any material posted to any forum, newsgroup, chat group, or internet site in the course of an employee's duties, remains the property of the Village. Employees are reminded that chat groups and newsgroups are public forums where it is inappropriate to reveal confidential Village information as defined in this manual. Employees releasing confidential information via any internet facility, whether intentional or inadvertent, may be subject to disciplinary actions, including termination.

Use of the Village internet facilities to commit infractions such as misuse of Village assets or resources, sexual harassment, unauthorized public speaking and misappropriation or theft of intellectual property are also prohibited by general Village policy, and will be subject to discipline, including termination.

It is a violation of the Village policy to store, view, print or redistribute any document or graphic file that is not directly related to the user's job or the Village's business activities and which would constitute a violation of Village's policy against discrimination and harassment.

Employees may from time to time use the Village internet facilities for non-business research outside of work hours provided they request permission from their supervisor before engaging in such use, and provided all other usage policies are observed.

The Village will comply with reasonable requests from law enforcement and regulatory agencies for logs, diaries and archives on any individual employee's internet activities.

Employees must take care to understand federal and state copyright, trademark, libel, slander and public speech control laws so that our use of the internet does not violate any laws which might be enforced against us.

Employees with internet access may download only software with direct business use, and must arrange to have such software properly licensed and registered. Downloaded software must be used only under the terms of its license.

Employees may not use the Village internet facilities to download entertainment software or games, or to play games over the internet, including games against opponents.

Employees with internet access may not use Village internet facilities to download images or videos unless there is an explicit business-related use for the material.

Employees with internet access may not download any software licensed to the Village or data owned or licensed by the Village without explicit authorization from the supervisor responsible for the software or data.

Employees are prohibited from using their Village email address, for personal online communication or activities. Employees are prohibited from using Village equipment to post, upload, or create any social media content except when such activity is in furtherance of the employee's job duties; and, in the performance of the employee's job duties, such employee shall

strive to avoid posting, uploading or creating any social media content that is known to be false, misleading or fraudulent.

The Administration Department is responsible for planning, implementation, technical support, training, security and recommendations for current and new applications in information technology. In addition, the department is responsible for phone systems, including cell phones provided by the Village. If you encounter a problem, you are encouraged to report the matter to ~~Office Manager~~ [the Village President](#).

Technical

No employee may create or implement any password other than the password issued by the Village for voice mail, network or internet access, without permission of the employee's department head.

Security

The Village has installed a variety of firewalls, proxies, address screening programs and other security systems to assure the safety and security of the Village's networks. Any employee who attempts to disable, defeat or circumvent any Village security facility will be subject to discipline, including immediate termination.

Computers that use their own modems to create independent data connections sidestep our network security mechanisms. An individual computer's private connection to any outside computer can be used by an attacker to compromise any Village network to which that computer is attached. That is why any computer used for independent dial-up or leased-line connections to any outside computer or network must be physically isolated from the Village's internal networks. Only those internet services and functions with documented business purposes for the Village will be enabled at the internet firewall.

EMPLOYEES WHO MISUSE THE VILLAGE INTERNET/EMAIL SYSTEM MAY BE SUBJECT TO DISCIPLINE UP TO AND INCLUDING TERMINATION. REMEMBER THAT YOU HAVE NO EXPECTATION OF PRIVACY IN ANY VILLAGE EQUIPMENT OR PROPERTY, INCLUDING BUT NOT LIMITED TO DESKS, COMPUTERS, INTERNET ACCESS, VOICE MAIL, OR E-MAIL.

Security of Portable Data Storage Devices

- The Village requires that employees who have been issued Village laptop or tablet computers, cell phones and other information storage devices take certain precautions to prevent theft or data breach.

With all portable data storage devices such as laptop or tablet computers, cell phones or other information storage devices, the Village requires that:

- Strong passwords are used to secure information on the device
- No unauthorized persons are allowed to access to the information storage device;
- Usernames or passwords are not shared with any person, with the exception of authorized employees;
- Only authorized hardware, software or information security programs are installed on the device with authorization and approval from management; and
- Care is taken to ensure the device is properly locked and secured when it is not in the immediate possession of the employee.

In the event that a device is lost or stolen, or in the event that information security has been breached, employees are to advise their department head ~~or the Office Manager~~ immediately.

SOCIAL MEDIA POLICY

This is the official policy for social media use at Village and provides guidance for employees and elected officials on their professional and personal use of social media.

All employees are responsible for knowing and understanding the policy. A violation of this policy may subject an employee to discipline, up to and including termination.

Professional Use of Social Media

Before engaging in social media as a representative of Village, you must be authorized to comment by an elected official or department head. You may not comment as a representative of the Village unless you are authorized to do so.

Once authorized to comment, you must:

- Disclose [that](#) you are an employee or elected official of the Village, and use only your own identity.
- Disclose and comment only on non-confidential information. Confidential information is separately defined in this policy.
- Ensure that all content published is accurate and not misleading and complies with all Village policies.
- Comment only on your area of expertise and authority.
- Ensure comments are respectful and refrain from posting or responding to material that is offensive, obscene, defamatory, threatening, harassing, bullying, and discriminatory, infringes copyright, breaches a court order, or is otherwise unlawful.

- Refrain from making comments or posting material that might otherwise cause damage to the Village's reputation or bring it into disrepute.

Personal Use of Social Media

The Village recognizes that you may wish to use social media in your own personal life. This policy does not intend to discourage or unduly limit your personal expression or online activities.

However, you should recognize the potential for damage caused (either directly or indirectly) to the Village in certain circumstances via your personal use of social media when you can be identified as an employee of Village. Accordingly, you should comply with this policy to ensure that risk of such damage is minimized. You are personally responsible for the content you publish in a personal capacity on any form of social media platform. Remember that all posts are public and often permanent. When in doubt, you should seek guidance from your department head on how to comply with this policy. The Village reserves the right to read what you write or say publicly and make a determination if it meets this policy.

- Represent yourself accurately. Unless Village has designated you to speak officially for Village, you should not state that you write or speak on behalf of Village or that your viewpoints are the same as the Village's, and you should make this clear to those reading or listening to your points of view.
- Do not disclose private or confidential information about the Village, employees, or about citizens that you obtained through your employment with Village. Confidential information is information that is exempt from disclosure under Section 7 of the Illinois Freedom of Information Act, 5 ILCS 140/7 or which is prohibited from being disclosed under state or federal law.
- Even when using social media on a personal basis, employees may be disciplined for posting material that is, or might be construed as, vulgar, obscene, threatening, intimidating, harassing, or a violation of the Village's workplace policies against discrimination, harassment on account of age, race, religion, sex, sexual orientation, ethnicity, nationality, disability, or other protected class, status, or characteristic.
- If you chose to identify your work affiliation on a social network, you should regard all communication on that network as you would in a professional network. Ensure your profile, photographs and related content is consistent with how you wish to present yourself with colleagues and clients.
- Employees shall not access social media during work hours or on Village owned equipment except as needed for performance of their job duties and should still comply with Village computer usage policy. There is no right to privacy on Village-owned equipment.
- Village may discipline employees for making a comment or posting any material that might

otherwise cause damage to the Village's reputation or bring it into disrepute. When the employee's comment is made as a citizen and not as an employee and is made on a matter of public concern, Village may discipline the employee in situations where the interests of Village in promoting efficient operations outweigh the interests of the employee in commenting on such matters of public concern.

Nothing in this policy shall be interpreted in a manner that unlawfully prohibits the right of employees to engage in protected concerted activity under the Illinois Public Labor Relations Act. Village has and always will comply fully with the obligations under the Illinois Public Labor Relations Act. Likewise, nothing in this policy shall be interpreted in a manner that unlawfully restricts an employee's rights under the federal or state Constitution. The Village has and always will comply with federal and state law.

7.13 PURCHASE OF VILLAGE PROPERTY

All employees and members of their immediate families are prohibited from purchasing Village property through any private transaction except as specifically authorized by the Village Board. Immediate family is defined as an employee's mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent, grandparent-in-law, grandchild, stepparent, stepchild, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

7.14 POLITICAL RIGHTS OF LOCAL GOVERNMENT EMPLOYEES

The political rights of Village employees are acknowledged as being consistent with the State of Illinois Local Governmental Employees Political Rights Act. Political rights shall include, without limitation, the following political activities: to petition; to make public speeches; to campaign for or against political candidates; to speak out on questions of public policy; to distribute political literature; to make campaign contributions; and to seek public office. No Village employee shall use his or her official position of employment to coerce or inhibit others in the free exercise of their political rights. No Village employee shall engage in political activity while at work or on duty or while using Village resources.

Approved by Resolution No. 17-11-05, adopted November 21, 2017, as modified by Resolution No. 20-05-04, adopted May 19, 2020, and by Resolution No. _____, adopted December 19, 2023.

**Acknowledgment of Receipt and Understanding of
the Personnel Manual of the Village of Riverwoods**

I have read, reviewed, and understand the regulations and policies stated in the Personnel Manual. I will comply with the policies contained in this Personnel Manual, including, without limitation, the Cannabis, Drug and Alcohol Use/Abuse Policy. I understand that neither this policy manual nor any of the individual policies contained in it is a contract for employment and that I am an at-will employee, which means that my employment may be terminated at any time without cause or notice by either the Village of Riverwoods or me.

Printed Name: _____

Signature: _____

Date: _____

Employee Authorization for MVR Review

I acknowledge that the information contained in the Village of Riverwoods Motor Vehicle Record (MVR) policy has been reviewed with me, and a copy of the policy has been furnished to me. As a driver of a Village of Riverwoods vehicle or a private vehicle on Village of Riverwoods business I understand that it is my responsibility to operate the vehicle in a safe manner and to drive defensively to prevent injuries and property damage.

I also understand that my employer will periodically review my Motor Vehicle Record to determine continued eligibility. In accordance with the law, I have been informed that a MVR will be periodically obtained on me for continued qualification and employment purposes.

I acknowledge the receipt of the above disclosure and authorize my employer or its designated agent to obtain a MVR report. This authorization is valid as long as I am an employee or employee candidate and may only be rescinded in writing.

Employee Name (printed)

Employee Signature

Date

Appendix A

Village of Riverwoods

Salary Administration Guidelines

I. PURPOSE

To provide administrative guidance and delineate responsibilities for the maintenance of the salary administration program and the processing of salary recommendations.

II. OBJECTIVES

The objectives of the Village's salary administration program are:

- A. Attract and retain competent personnel.
- B. Provide for recognition of and reward for differences in individual ability and performance.
- C. Establish and maintain competitive salary ranges consistent with the economic requirements of the Village.
- D. Relate salaries paid to the duties and responsibilities of positions to provide a stimulus for employee self-improvement and advancement to greater responsibilities.
- E. Maintain a program of performance appraisal which identifies opportunities for employee development and places compensation rewards on an objective basis.
- F. Provide an effective management control system which will permit delegation of responsibility within a framework of policy and procedures.

III. SCOPE

The Village's salary administration program does not include, and shall not apply to, any of the following:

- A. Any employment position covered by a collective bargaining agreement, except to the extent otherwise provided in the collective bargaining agreement.
- B. Any temporary employment position with the Village, such as seasonal positions.
- C. Any position covered by an express employment contract, except to the

extent otherwise provided in the employment contract.

IV. STATEMENT OF POLICY

A. Position Description

All positions will be defined in terms of their respective duties and responsibilities. Job descriptions will focus on the general purpose and the principal duties and responsibilities of the position.

B. Position Evaluation

All positions will be evaluated and classified in order of their relative value, utilizing approved evaluation techniques.

C. Salary Structure

The Village will maintain a competitive salary structure which consists of salary grades and ranges.

D. Salary Grades:

All employee positions will be classified by salary grade, which indicates range of their maximum and maximum salary value.

E. Salary ranges:

Salary ranges are the means by which the relative value of positions is expressed in dollar terms and will be sufficiently broad to provide salary growth potential for competent personnel. Salary ranges establish the lowest dollar amount paid for minimum acceptable performance and the highest dollar amount generally paid for outstanding performance, relative to position market value and other positions in the program. Salary ranges will take into account all benefits offered by the Village.

V. ADMINISTRATION

A. Compensation and Benefits Committee:

The Village President and the Compensation and Benefits Committee will recommend classifications for positions in terms of their relative duties and responsibilities and will recommend salary grades and ranges and perform such

other responsibilities as set forth herein.

B. Job Descriptions:

Every position in the Village will have a written description; however, such descriptions are descriptive and explanatory and not necessarily inclusive of all duties performed. Descriptions will include the minimum requirements or qualifications, such as education, work experience, and other criteria, needed to perform the position. Each position shall indicate whether the position involved is an exempt or non-exempt as provided under the Fair Labor Standards Act.

The use of a particular description as to duties, qualifications, or other factors shall not be ~~held~~applied to exclude others of a similar kind or quality. For certain job positions, a progressive job classification may acknowledge entry, developmental and full performance level, where the levels of the duties are different but the types of duties and the nature of the work are the same.

The job descriptions are intended to outline the *major* functions of the position, not to provide a complete listing of all possible tasks and responsibilities. The main purposes of each description are:

- To serve as a means of communication between the supervisor and the employee to clarify the responsibilities and expectations of the position
- To serve as the basis for position evaluation
- To provide documentation for validating salary survey matches
- To serve as a basis for the Village's performance appraisal process
- To identify qualifications for purposes of recruitment, selection and training
- To identify minimum job duty requirements for the purposes of Fitness for Duty/Return- to-Work evaluations

C. Salary Ranges:

The minimum salary will generally fall 20% below the mid-point of the salary range, while the maximum salary will fall 20% above such mid-point. This general prescription is subject to adjustment for competitive factors in the labor market,

and organizational objectives of the Villages.

D. Amending Job Descriptions or Salary Ranges:

Descriptions should generally be reviewed on an annual basis. Employees proposing an amendment to their job position or description are encouraged to discuss their request with the Village President.

At any time during a fiscal year, the Village President may initiate proposals to establish, abolish, or amend a job position or any salary range.

When it is proposed that the Village establish, abolish or amend a position or job description, the Village President, with the advice of the Compensation and Benefits Committee, will recommend any revised or new job descriptions and any proposed new or amended salary range for approval by the Village Board.

E. Annual Review:

Salary grades and ranges for all positions will be reviewed at least annually by the Compensation and Benefits Committee, which will recommend any changes for approval by the Village Board.

VI. SALARY BUDGET

The Village President will prepare a salary increase budget no less than 30 days in advance of each fiscal year for approval by the Village Board. Considering competitive factors in the labor market, cost of living adjustments and organizational objectives of the Villages, the Village President, with the advice of the Compensation and Benefits Committee, shall apply a percentage increase to the prior year's budget (after taking into consideration any interim changes in positions or salary ranges previously approved by the Village Board).

After applying the overall salary increase percentage to the prior year's budget, the Village President will show the proposed salary budget, allocating dollars to each employee and indicating employee name, current salary and mid-range of salary range performance level and the amount and percentage of planned salary adjustments.

The Village Board will review and approve the overall salary budget (not individual salaries); however, the Village President shall obtain approval of the Village Board for salary adjustments due to merit increases or other exceptions that cannot be

accommodated within the salary increase budget or that require approval of the Village Board as provided in Article VII below.

After approval of the salary budget, the Village President will implement the indicated salary adjustments for employees in accordance with the effective dates for such adjustments as provided by the Village Board authorization.

VII. SALARY PROGRESSION

Before an employee can receive a salary adjustment, the employee's position must have been described, evaluated and assigned a salary grade.

It is the policy of the Village to grant salary adjustments on the basis of individual performance. To this end, all employees included in the program should be reviewed at least annually. This does not mean that salary increases are automatic or annual. Performance, salary increase budget and individual position within the salary range are the prime considerations in determining amount and frequency of salary adjustments.

A. Salary Recommendations

A recommended salary adjustment, if it is provided for in the salary increase budget, must be initiated by the President. The Finance Director will audit all changes for policy and budget compliance prior to payroll submission. A summary of all proposed salary adjustments will be prepared each quarter for review by the Village Board.

B. Starting Salary.

The employee's starting salary shall normally be near the minimum of their salary range; however, if the employee offers qualifications in excess of those normally required or there is unusual difficulty in recruiting for the position, the individual may be hired nearer to (but at least 10% below) the mid-point of the salary range, in the discretion of the Village President, subject to salary budgetary limits.

C. Individual Movement Through Salary Range.

With the exception of market considerations, it is expected employees will move through their pay ranges over time. However, employees whose performance is average will generally remain near the mid-range of their salary range. Employees whose performance is evaluated as outstanding are expected to progress to the maximum of their salary range. Employees may

not be compensated above the maximum indicated for their salary range unless an exception is approved by the Village Board.

D. Salary Exceptions

A proposed salary increase, if not budgeted, or if it is an exception to salary guidelines, must be approved by the Village Board. Exceptions and supporting documentation will be considered by the President, who will recommend disposition of exceptions to the Village Board.

E. Promotional Increases

A promotion is a permanent reassignment from a position evaluated in a lower salary grade to another position evaluated in a higher grade.

When an employee is promoted, the new salary shall be set at least at the salary range minimum of the higher salary grade, except:

- (a) If the salary range minimum for the higher valued position is not at least 10% higher than the employee's current salary, pay should be increased to an approximate level within the higher salary range by a normal promotional increase of 5% to 10% of current salary.
- (b) If the salary range minimum of the new position is more than 10% higher than the employee's current salary, the employee's initial promotional increase should not exceed 10 to 15%. Should the individual's new salary remain below minimum, the salary may be increased up to 10% at six-month intervals until it reaches the minimum of the higher range.

F. Ability Increases

Where an employee has been hired below salary grade control point and the individual evidences above average or outstanding potential, an ability increase may be recommended within six months (180 days) of the date of employment. This adjustment shall be treated as an exception for approval purposes.

G. Upgrades

An upgrade is a re-evaluation of a position to a higher salary grade. The salary increase for an incumbent will be administered in the same manner as a promotional or ability increase.

H. Salary Adjustments for Demotions

A demotion is a permanent reassignment from a position evaluated in a higher salary grade to another position evaluated in a lower salary grade.

I. Downgrades

It is not the organization's practice to reduce an employee's salary simply because of position re-evaluation into a lower salary grade. This action is not considered a demotion and the employee's existing salary shall continue, if approved by the Village Board.

J. Transfers

A transfer is a change from one position to another within the same salary grade, or a change from a position in one organizational unit to a position of equal value in another organizational unit.

Transfers will not normally be rewarded by a salary adjustment. However, the employee's past performance and salary grade level should be considered for purposes of determining desirable merit increases. Thus, merited increases may be coincidental with transfers when justified by such considerations. An employee shall not be transferred to a new or revised position until the position has been described, evaluated and classified.

K. Adjustments Above Salary Range Maximums

The salary range maximum does not in itself limit rewards to an employee whose performance is clearly well above position expectations. Accordingly, consideration may be given to adjusting an individual's salary above the range maximum of the salary grade in which the position is classified, provided that:

- (a) No promotional opportunity exists for the incumbent and the individual has demonstrated, beyond doubt, truly outstanding ability in the present position.
- (b) The incumbent has not received a salary adjustment in the last 12 months.
- (c) All such adjustments are authorized by the Village Board.
- (d) The salary increase will not cause the employee's salary to exceed the range maximum of the next higher salary grade.

L. Temporary Assignments

When employees are temporarily assigned positions classified in higher or lower salary grades (for example, as a result of a temporary increase or decrease in production) or assigned to special tasks that are normally performed by employees in higher or lower salary grades, their salary and title shall remain unchanged. If a temporary assignment becomes permanent, individual salaries will be adjusted in accordance with promotion and demotion policies. An employee will be regarded as permanently reassigned when the person is expected to continue to perform temporary duties and responsibilities beyond three months (90 days).

M. New Hires

A new employee's salary shall not exceed salary range control point, with certain permissible exceptions. If the employee offers qualifications in excess of those normally required, the individual may be hired at a salary above range control point to a new or revised position, a tentative description and evaluation must have been prepared and the establishment of the position authorized.

VIII. PERFORMANCE APPRAISAL

- A. In keeping with salary progression policy, formal performance appraisals shall be conducted annually to assist in determining salary adjustments.
- B. A standard form is to be used when evaluating performance to ensure accuracy and consistency regarding factors to be appraised and performance level definitions.
- C. Appraisals are to be made by the immediate supervisor ~~having~~[who has](#) first-hand knowledge of the person being appraised, the circumstances under which they work and the nature of the work in order to obtain the most satisfactory results.
- D. The performance appraisal process should include completion of the appraisal form and a performance appraisal interview to review the employee's performance to determine progress, potential and areas requiring improvement.
- E. Upon establishment of the overall performance level and in conjunction with the salary increase budget and the employee's position within the salary

range, the Village President will determine the salary adjustment in accordance with these guidelines.

SALARY ADMINISTRATION PLAN – RESPONSIBILITIES

VILLAGE BOARD

- a. Approve Salary Administration Policy.
- b. Approve overall salary structure, increase percentages, salary policy ranges and total salary budget.
- c. Make disposition of salary policy exceptions.

VILLAGE PRESIDENT

- a. Recommend overall salary structure increase percentages, salary ranges and total salary budget.
- b. Recommend revisions in salary budget.
- c. Recommend salary policy exceptions.
- d. Approve the hiring and firing of employees.

COMPENSATION AND BENEFITS COMMITTEE

- a. Develop data to support recommended overall salary structure increase percentages, total salary budget and revisions in salary policy or ranges.
- b. Advise the Village President regarding salary policy and the disposition of proposed exceptions, including merit salary increases, when applicable, and provide current reports to the Village Board on all salary adjustments.
- c. Maintain equitable relationships among all salary positions. Provide guidance to the Village President in the development, analysis and evaluation of positions.
- d. Audit position relationships and organization salary structure annually. Complete relevant salary surveys periodically.
- e. Annually review recommendations supported by cost information for revision of salary structure

- f. Review all salary actions for consistency with organization policies and forward exceptions according to policy.
- g. Recommend revisions in salary policy or procedures to maintain the program on a current basis.

Appendix B

Village of Riverwoods Ethics Officer

Ethics Officer shall be appointed by the Village President and the contact information shall be inserted below.

Contact Information

_____ [@riverwoods.gov](mailto:_____@riverwoods.gov)

OR write to

Ethics Officer
Village of Riverwoods
300 Portwine Road
Riverwoods, Illinois 60015

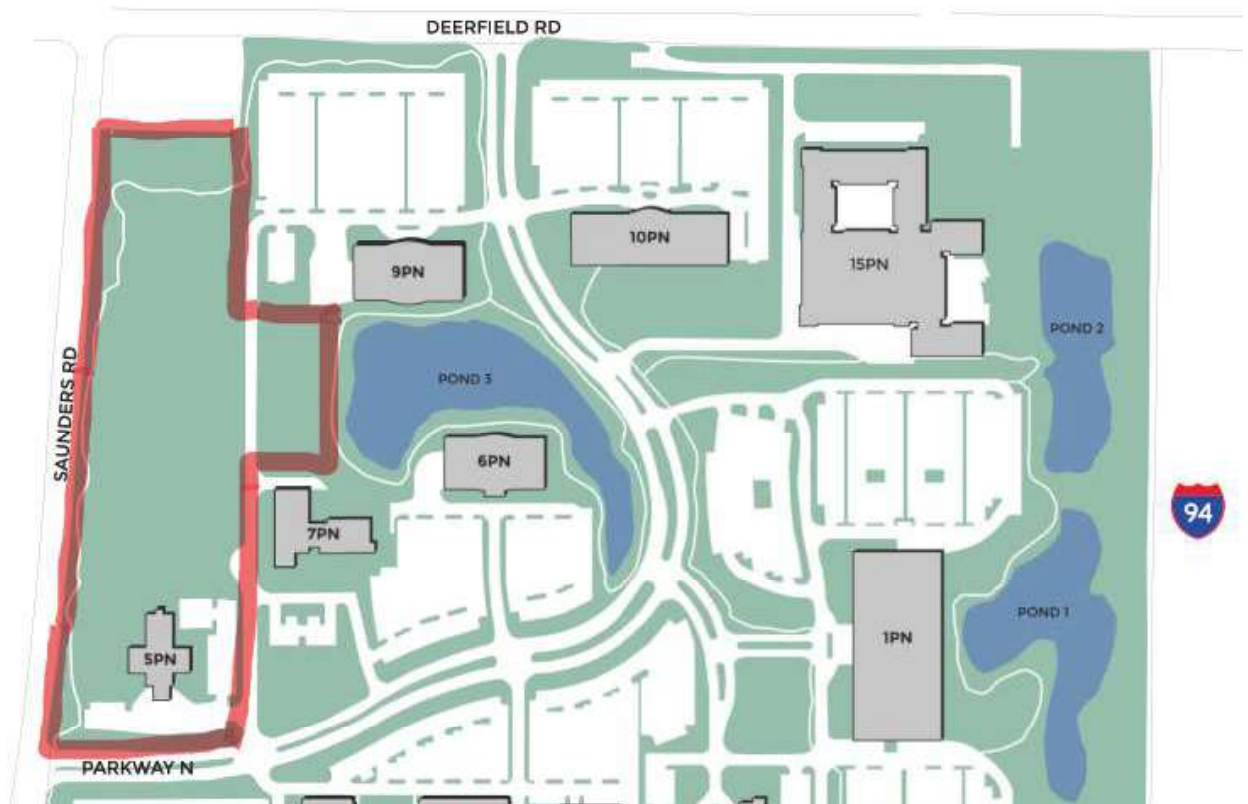
13. NEW BUSINESS

d. Discussion of Agreement Not to Enforce Declaration of Covenants and Restrictions

Background

In February 1985, the villages of Riverwoods and Deerfield addressed future development on either side of Saunders Road (between Lake Cook and Deerfield Roads), by executing a certain *Jurisdictional Boundary Line Agreement between the Villages of Riverwoods and Deerfield* (the “Boundary Line Agreement”). The Boundary Line Agreement provided that Riverwoods would not exercise planning jurisdiction for territory lying east of Saunders Road or annex the same. It also provided that Deerfield would not exercise planning jurisdiction for territory lying west of Deerfield Road or annex the same.

Another document concerning specifically Parkway North was recorded in February 1985. Its importance today lies in the area shaded in red below on the map below of Parkway North:



At the same time the Boundary Line Agreement was signed and, as part of the understanding, a certain Declaration of Covenants and Restrictions was signed by Riverwoods and the developer of Parkway North Center (the “Restrictive Covenant”).

The Restrictive Covenant required that development in the Parkway North Center observe minimum setbacks from Deerfield Road and Saunders Road. The minimum setback from the centerline of Saunders Road was 100 feet for parking areas and 300 feet for buildings.

The website, <https://www.parkwaynorthcenter.info/toc.cfm>, for Parkway North Center contains further information about the corporate center.

The area shaded in red was anticipated to be developed with an office building complementary to other buildings in Parkway North Center. With the office market in decline, a developer, Venn Point Real Estate, 2250 Progress Parkway, Schaumburg, IL 60173, has proposed a townhome development in the Village of Deerfield. The new development would encroach on the required setbacks, as shown on the site plan and map that are attached.

Staff asked for a line of sight exhibit to illustrate the sight lines to the new proposed townhomes from the nearest houses in Thorngate.

The sight line exhibit shows minimal impact to the homes in Thorngate, due to the relative elevations and distance. Also, certain homes on the west side of Saunders will experience even less impact given the contemplated installation of the sound wall extending for some distance along the west side of Saunders Road.

Thorngate Board officers mentioned a concern that the Thorngate playground (north of the reservoir) could be mistakenly viewed as a public playground by residents of the new townhomes and suggested the developer agree to provide some pine trees along the edge of the playground as a means of screening and demarcating the private nature of the area.

The Village of Deerfield has informed our staff that it would not proceed with a rezoning application without an indication that the Restrictive Covenant will be lifted – otherwise, the application is not feasible given the intended site plan.

Staff suggests approving an “Agreement Not to Enforce Restrictive Covenants” which would leave the Restrictive Covenant in place but agree not to enforce it (and confirm its termination) provided that (1) the final site plan and project, as approved by Deerfield, is for a townhome project with massing and height of buildings no more intense than that shown in the concept site plan and with building setbacks no less than those shown in the concept site plan and (2) a screening contribution for landscaping is provided to the Thorngate Owners Association in the amount of \$10,000 (approximately 4-5 pine trees).

Releasing the Restrictive Covenant entirely before final approval by Deerfield would expose the Village to a loss of control should the final plans deviate from what is presented today (some alterations as the developer goes through the rezoning process should be anticipated).

The question of amending the Restrictive Covenant begs the question of the Boundary Line Agreement, which renews for 40-year successive periods unless either side terminates on 5 years’ notice. Since the initial 40-year term will expire in 2025, Riverwoods would have been required to give notice of termination before February 2020, which was not done. The Boundary Line Agreement would renew now in 2025 for another 40 years. Under the agreement either village can request a modification, which each side agrees to consider on 60 days’ notice. The Baxter

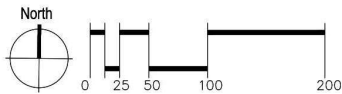
property is the only significant unannexed property covered by the Boundary Line Agreement. It is not known whether Deerfield would wish to allow annexation of this parcel to Riverwoods sometime in the future or whether Riverwoods has any desirable uses for this site other than the current Baxter office development, which for now appears to be staying put.

Action Requested:

Consider authorizing preparation of an “Agreement Not to Enforce Restrictive Covenant” on the terms and conditions stated above, for approval at a subsequent BOT meeting.

Attachments:

Venn Point Site Plan
Venn Point Setback Exhibit
Venn Point Line of Sight Exhibit

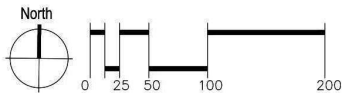
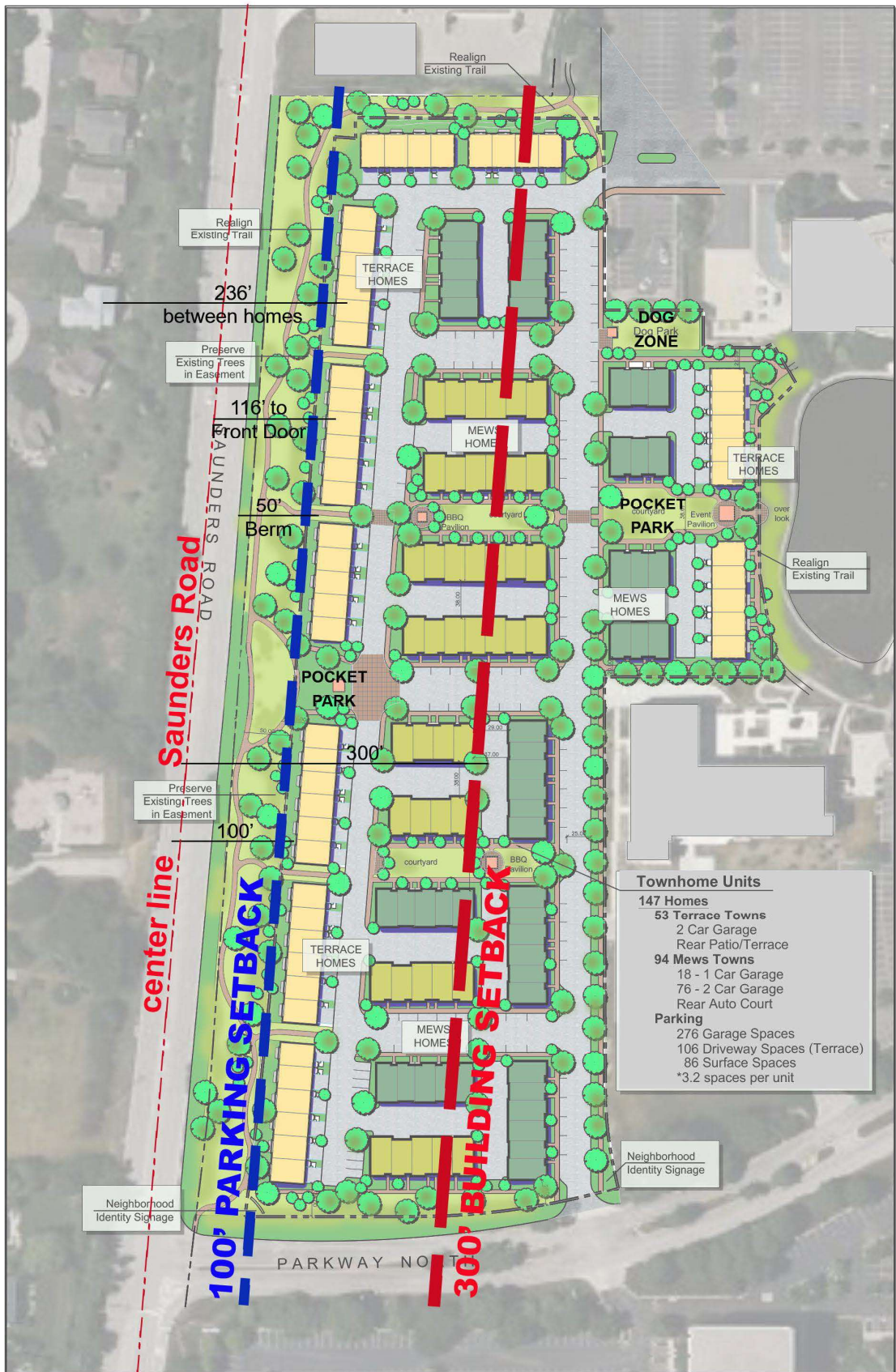


Concept Site Plan
TOWNHOME NEIGHBORHOOD PLAN
 Deerfield, IL



The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2023 BSB Design, Inc.

Date: June 13, 2023

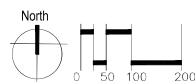
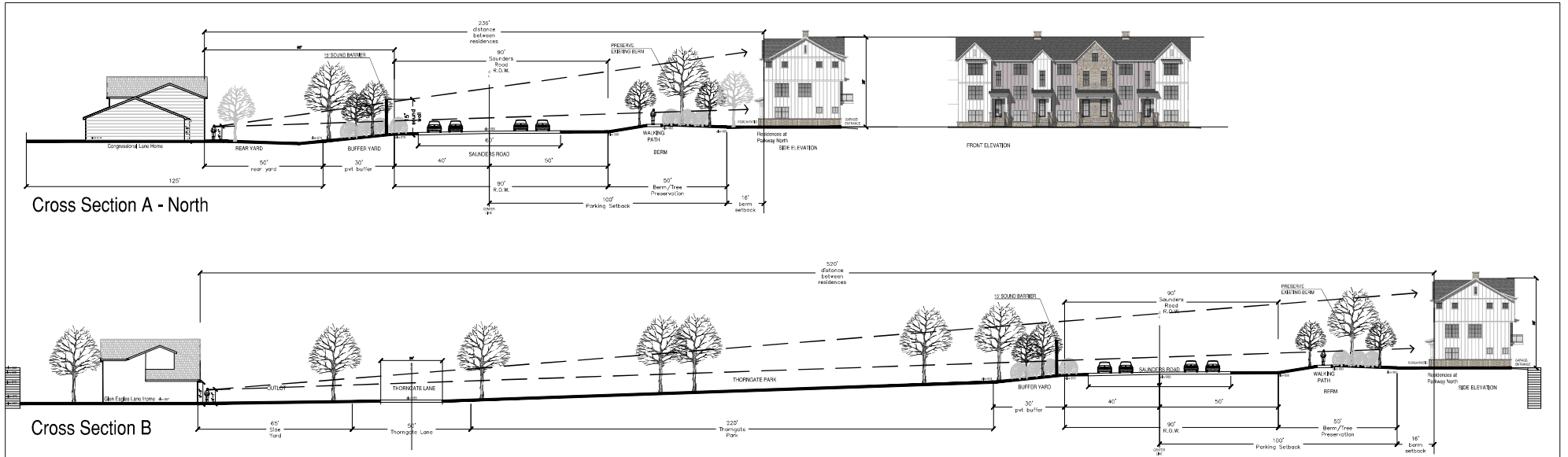


SETBACK EXHIBIT
TOWNHOME NEIGHBORHOOD PLAN
 Deerfield, IL



The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2023 BSB Design, Inc.

November 13, 2023



Concept Site Plan
The Residences at Parkway North
Deerfield, Illinois

