



VILLAGE OF
LA GRANGE PARK
EST. 1892

PRESIDENT
Dr. James L. Discipio

VILLAGE MANAGER
Julia A. Cedillo

VILLAGE CLERK
Meghan M. Kooi

TRUSTEES
Scott F. Mesick
Michael L. Sheehan
James P. Kucera
Robert T. Lautner
Jamie M. Zaura
Amanda G. Seidel

VILLAGE BOARD MEETING

Tuesday, January 28, 2020 – 7:30 p.m.

AGENDA

- 1. Call Meeting to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Introduction of New Department of Public Works Employee, Matt Smith, by DPW Director Rick Radde**
- 5. Public Participation (Agenda Related Items Only)**

6. Consent Agenda (Roll Call Vote)

No discussion. Trustees wishing to discuss any of the items below MUST request that the item be removed from the Consent Agenda prior to motion to approve.

A. Approval of Minutes

- i. Village Board Meeting – November 26, 2019*
- ii. Executive Session Meeting – November 26, 2019*
- iii. Village Board Meeting – December 10, 2019*
- iv. Executive Session Meeting – December 10, 2019*
- v. Village Board Work Session – January 14, 2020*

B. Action - FY19/20 Sewer Lining Program – Edwin Hancock Engineering Agreement – Motion: To Approve and Authorize the Village Manager to Execute an Agreement Between the Village of La Grange Park and Edwin Hancock Engineering for Engineering Services in an Amount Not to Exceed \$32,000 for Design and Construction Engineering for the 2020 Sewer Lining Project

C. Action - FY19/20 Alley Improvements and Off-Street Parking Bid Award – Triggs Construction – Motion: (1) To Accept the Bid Proposal from Triggs Construction Company, in the Amount of \$219,862.75 and (2) To Authorize the Village President to Execute the Contract Documents

VILLAGE BOARD MEETING

January 28, 2020 – 7:30 p.m.

AGENDA (continued – Page 2)

D. Action – Motion to Authorize the President and Chairperson of the Finance Committee to sign the register for bills, and authorize the Treasurer and Village Clerk to sign checks in payment of operating bills and salaries as itemized in the Check Registers

E. Action – Motion to Authorize the Village Treasurer and Village Clerk to sign checks in the payment of payroll and other bills that become due between this date and February 25, 2020 with subsequent approval of the Payroll Register and Voucher Register by the Board of Trustees at its regular meeting to be held on February 25, 2020

7. Village Manager's Report

8. Administration Committee – Amanda Seidel, Chairman

A. Monthly Report

B. Discussion & Action – New Liquor License Classification – *Motion: To Approve an Ordinance Amending Chapter 112 of Title XI of the La Grange Park Municipal Code*

C. Discussion & Action – Personnel Manual Update – Drug/Alcohol Free Workplace Policy - *Motion: To Approve Certain Amendments to the Village's Personnel Manual*

D. Discussion & Action – Collective Bargaining Agreement – IUOE Local 150 – *Motion: To approve a "Resolution Authorizing the Execution of Collective Bargaining Agreement between the International Union of Operating Engineers, Local 150 Public Employee Division and the Village of La Grange Park"*

9. Building & Zoning Committee – Jamie Zaura, Chairman

A. Monthly Report

- November
- December

B. Discussion & Action - New Building & Fire Codes – *Motion: To Approve An Ordinance Amending Chapter 93, Chapter 91 and Chapter 150, of the La Grange Park Municipal Code, Regarding Fire Prevention and Protection, and Building Regulations, Within the Village*

10. Engineering & Capital Projects Committee – James Kucera, Chairman

A. Monthly Report

- November
- December

VILLAGE BOARD MEETING
January 28, 2020 – 7:30 p.m.

AGENDA (continued – Page 3)

11. Public Safety Committee – Robert Lautner, Chairman

- A. Monthly Report – Police Department
- B. Monthly Report – Fire Department
 - November
 - December

- C. Discussion & Action – Addition to Municipal Code 118.03(h)(1) – Possession of Tobacco by Minor – *Motion: To Approve An Ordinance Amending Chapter 118 of the La Grange Park Municipal Code Regulating Tobacco, E-Cigarettes and Related Products*

- D. Discussion & Action – Ordinance Amending Cannabis Regulations – *Motion: To Approve An Ordinance Amending Chapter 132.02 of the La Grange Park Municipal Code Regulating Possession of Cannabis, Controlled Substances and Drug Paraphernalia*

12. Public Works Committee – Michael Sheehan, Chairman

- A. Monthly Report
 - November
 - December

13. Finance Committee – Scott Mesick, Chairman

- A. Monthly Report

14. Other Reports

- A. Village Clerk
- B. Village Treasurer
- C. Commercial Revitalization Committee – James Kucera, Chairman
 - 1. Monthly Report

- D. Village Engineer
- E. Village Attorney
- F. Committee and Collectors Report
 - Action – Motion: To Approve Committee and Collectors Report as Presented*

15. Village President

- A. Discussion & Action - Resolution to Celebrate the 100th Anniversary of the League of Women Voters – *Motion: To Approve A Resolution to Celebrate the 100th Anniversary of the League of Women Voters*

VILLAGE BOARD MEETING

January 28, 2020 – 7:30 p.m.

AGENDA (continued – Page 4)

B. Discussion & Action – Sustainability Commission Appointment of New Chair
– *Motion: To Appoint Sustainability Commissioner Donna Twickler as the New Chair of the La Grange Park Sustainability Commission*

16. Public Participation (Non-Agenda Related Items Only)

17. New Business

18. Executive Session – *Motion: To Move into Executive Session for the Purpose of Discussing the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body in accordance with 5 ILCS 120/2(c)(1)*

19. Adjourn

Items of Interest:

Village Board Work Session, February 11, 2020

Village Board Meeting, February 25, 2020



Rules for Public Comment

Village Board Meetings

1. Please step up to the microphone before speaking, and announce your name before beginning your comments.
2. After announcing your name for the record, you will be allowed to speak for three (3) minutes.
3. You may not use profane or obscene language and you may not threaten any person with bodily harm, or engage in conduct which amounts to a threat of physical harm.
4. Agenda-related comments: The Village President reserves the right to disallow comments that are repetitive of comments previously made during the meeting, or comments that do not relate to agenda items.
5. The Village of La Grange Park complies with the Americans with Disabilities Act of 1990. If you require accommodations in order to observe or participate in the meeting, please contact Assistant Village Manager Emily Rodman at (708) 354-0225 between 9:00 and 5:00 before the meeting so that the Village can make reasonable accommodations for you.

Consent Agenda Items Divider

Village Board Agenda Memo

Date: January 14, 2020

To: President and Board of Trustees

From: Richard Radde, Public Works Director 
Julia Cedillo, Village Manager 

RE: FY19/20 Sewer Lining Program – Edwin Hancock Engineering Agreement

PURPOSE

An Engineering Service Agreement with Edwin Hancock Engineering Company is presented to the Village Board for approval.

GENERAL BACKGROUND:

This year's budget includes the 2019/2020 Sewer Lining Program, for which the Village Engineer, Edwin Hancock Engineering, will provide professional engineering services (design and construction) in an amount not to exceed \$32,000.

Sewer O&M Budget Acct# 05-44-2-220

STAFF RECOMMENDATION:

Staff recommends discussion and approval of the Agreement between the Village and Edwin Hancock Engineering Company at Village Board Meeting on January 28, 2020.

MOTION/ACTION REQUESTED:

This item is for discussion only. If there is a consensus, it will be placed on the January 28, 2020 Board Meeting Consent Agenda.

Motion: To Approve and Authorize the Village Manager to Execute Agreement Between the Village of La Grange Park and Edwin Hancock Engineering for Engineering Services in an amount not to exceed \$32,000 for Design and Construction Engineering for the 2020 Sewer Lining Project.

DOCUMENTATION:

- Engineering Agreement with Hancock Engineering for 2020 Sewer Lining Project

January 4, 2020

Mr. Rick Radde
Director of Public Works
Village of LaGrange Park
447 North Catherine Avenue
LaGrange Park, Illinois 60526

Re: 2020 Sewer Lining Project
EHE No.: 520-19-27810

Subj: Engineering Agreement

Dear Mr. Radde:

Attached is an Engineering Agreement for the subject project. Please review and place in line for approval by the Village Board.

If you have any questions regarding this matter, please feel free to contact me at your convenience.

Very truly yours,

Edwin Hancock Engineering Co.



Mark W. Volk, P.E.
Principal

AGREEMENT
between the
VILLAGE OF LA GRANGE PARK
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF PROFESSIONAL ENGINEERING SERVICES
for the
2020 SEWER LINING PROJECT
in
LA GRANGE PARK, ILLINOIS

January, 2020

AGREEMENT
between the
VILLAGE OF LA GRANGE PARK
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF PROFESSIONAL ENGINEERING SERVICES
for the
2020 SEWER LINING PROJECT
in
LA GRANGE PARK, ILLINOIS

THIS Agreement, made and entered into between the Village of La Grange Park, hereinafter referred to as "VILLAGE", and the Edwin Hancock Engineering Co., hereinafter referred to as "ENGINEER", covers the furnishing of Professional Engineering Services necessary to provide the design and construction engineering required for the 2020 Sewer Lining Project with a current construction budget of \$200,000, hereinafter referred to as "PROJECT".

The general scope of the work will include lining deteriorated sections of combined sewer at various location throughout the Village, reestablishing appropriate sanitary sewer service connections, and other related work.

Design Engineering includes the preparation of plans, specifications and bidding documents for the proposed work, preparation and submittal of applications for permits required from various agencies, bid analysis, assistance with the award of the contract, and performance of other necessary engineering services outlined in Section A.I (a-g) of this Agreement.

Construction Engineering includes providing observation of the work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents, attendance at meetings during construction as may be required, measurement of quantities and preparation of pay estimates as required, as well as other services outlined in Section A.II (a-j) of this Agreement.

WITNESSETH THAT; in consideration of these premises and of the mutual covenants set forth,

A. THE ENGINEER AGREES;

- I. To perform, or be responsible for the performance of, the following Design Engineering services for the proposed improvement:
 - a. Preparing preliminary design criteria.
 - b. Preparing preliminary plans.
 - c. Making engineering field topographic surveys as are necessary for the preparation of detailed plans.
 - d. Preparing and submitting necessary applications and plans to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed site improvements.
 - e. Preparing detailed plans, specifications, bid proposals, and estimates of construction costs and furnishing the VILLAGE with sufficient sets of these documents to be used for obtaining bids from contractors.
 - f. Endorsing all plans and other documents furnished by the ENGINEER pursuant to this Agreement by showing his signature and professional seal where Law requires such.
 - g. Assisting the VILLAGE in the tabulation and interpretation of contractors' bid proposals and preparing a letter of recommendation for award of contract.

- II. To perform, or be responsible for the performance of, the following Construction Engineering services for the proposed improvement:
 - a. Preparation of all necessary contract documents resulting from the award of the contract.
 - b. Consulting on interpretations of plans and specifications and any changes under consideration as construction proceeds, including attending such meetings as may be required to inform the VILLAGE on the progress of the work.
 - c. Checking of shop and equipment drawings.
 - d. Providing resident observation of the construction work to become familiar with the progress and quality of the work completed and to

determine if the work when completed will be in accordance with the contract documents.

- e. Making final measurement of quantities of work performed under the contract as required to be able to update Village records and atlas.
- f. Maintaining a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
- g. Advising the VILLAGE of defects and deficiencies in the work of the contractor, but the ENGINEER does not guarantee the performance of the contract by the contractor.
- h. Making any necessary changes in working plans as may be required after the award of the construction contract and during construction of the improvement.
- i. Preparing contractor's partial and final payment estimates, change orders, and other records that may be required.
- j. Performing final inspection of all improvements.

III. That ENGINEER will save harmless the VILLAGE and its employees from all damages and liabilities caused by negligent or wrongful acts or omissions of ENGINEER in the performance of professional services or by anyone for whose acts ENGINEER is liable. ENGINEER shall carry insurance as agreed upon between VILLAGE and ENGINEER, including insurance covering this indemnity. Such insurance shall remain in force until all work is completed and all final measurements and reports have been made and accepted by the VILLAGE.

B. THE VILLAGE AGREES;

- I. That for the performance by the ENGINEER of the engineering services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
 - a. To pay the Engineer as compensation for all Design Engineering services performed as stipulated in above Section A.I a Lump Sum Fee of Sixteen Thousand dollars (\$16,000.00), unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this

AGREEMENT and shall be documented by a change order or amendment to this AGREEMENT.

- b. To pay the Engineer as compensation for all Construction Engineering services performed as stipulated in above Section A.II a Lump Sum Fee of Sixteen Thousand Dollars (\$16,000.00), unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT and shall be documented by a change order or amendment to this AGREEMENT.
- c. Total Fee Payments. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein agrees to pay to the ENGINEER for rendering such services the total fee hereinbefore established in the following manner:
 - (1) Partial Payments – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE monthly payments for the work performed shall be due and payable to the ENGINEER, such payment to be equal to One Hundred Percent (100%) of the value of the partially completed work minus all previous payments made to the ENGINEER.
 - (2) Final Payment – Upon approval by the VILLAGE but not later than sixty (60) days after the work is completed and all final measurements and reports have been made and accepted by the VILLAGE, a sum of money equal to the total fee as determined in this AGREEMENT less the total amounts of partial payments previously paid to the ENGINEER under Section B.I.b of this AGREEMENT shall be due and payable to the ENGINEER.

C. IT IS MUTUALLY AGREED;

- I. ENGINEER shall neither have control over or charge of, nor be responsible for, the construction, means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, since these are solely the contractor's rights and responsibilities under the contract documents.
- II. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the

county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- III. The VILLAGE and the ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this AGREEMENT. This mutual waiver applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this AGREEMENT.
- IV. This AGREEMENT represents the entire and integrated agreement between the VILLAGE and the ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instruments signed by both parties hereto.

In witness whereof, the parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

_____ day of _____, 2020

VILLAGE OF LA GRANGE PARK
Cook County, Illinois
Acting through its
President and Board of Trustees

By _____
Julia Cedillo, Village Manager

ATTEST:

By _____
Sandy Bakalich, Deputy Village Clerk

(SEAL)

Executed by the ENGINEER, this

3RD day of JANUARY, 2020

EDWIN HANCOCK ENGINEERING COMPANY
9933 ROOSEVELT ROAD
WESTCHESTER, ILLINOIS 60154

By 
Derek S. Treichel, P.E., President

ATTEST:

By 
Mark Volk, P.E., Vice President

(SEAL)

ATTACHMENT A

2019 SCHEDULE OF HOURLY RATES

PERSONNEL CLASSIFICATION	HOURLY RATE
ENGINEER – VI	\$140.00
ENGINEER – V	\$130.00
ENGINEER – IV	\$120.00
ENGINEER – III	\$115.00
ENGINEER – II	\$103.00
ENGINEER – I	\$90.00
ENGINEERING TECHNICIAN – V	\$115.00
ENGINEERING TECHNICIAN – IV	\$105.00
ENGINEERING TECHNICIAN – III	\$83.00
ENGINEERING TECHNICIAN – II	\$65.00
ENGINEERING TECHNICIAN - I	\$40.00
CAD MANAGER	\$115.00
CAD - II	\$105.00
CAD – I	\$95.00
ADMINISTRATIVE	\$65.00

Note: Schedule of Hourly Rates is subject to change annually as of March 1st.
The most current Schedule of Hourly Rates will be in effect at the date of service.

Village Board Agenda Memo

Date: January 14, 2020

To: President and Board of Trustees

From: Rick Radde, Director of Public Works
Julia Cedillo, Village Manager



RE: FY19/20 Alley Improvements and Off-Street Parking Bid Award – Triggs Construction

PURPOSE: To award a contract with Triggs Construction Company for the 2019/2020 Alley Improvements and 31st Street Off-Street Parking Project.

GENERAL BACKGROUND:

On February 12, 2019, the Village Board was presented with an outline identifying roads for the 2019 Road Paving Program. Part of the presentation involved discussion with Board members in regards to alley repairs and who should pay for future restoration. The Board agreed that the Village should pay for improvements when funding is available. Public Works and Hancock Engineering proposed two alleys in severe need of full reconstruction with concrete. These alleys were included in the Pavement Condition Report with low PASER ratings and identified during the budget process. The two alleys are adjacent to 31st from Raymond Ave to Alima Terrace. Included in the bid packet is the construction of off-street parking stalls along the western edge of Beach north of 31st Street.

Bid specifications were prepared by Hancock Engineering. The bid opening was held on August 27, 2019, at 10:00 am. The lowest responsible bidder identified was Triggs Construction Company in the amount of \$219,862.75. Triggs has satisfactorily completed full reconstructs on several alleys in La Grange Park in the past including the alley between Kensington and Spring and between Stone and Waiola. Triggs is more than qualified to complete these three projects.

Award of this contract was postponed in September ensuring that adequate funding for alley improvements was available in the Road Bond Fund. On completion of the 2019 Paving Program, the total project was under budget by approximately \$280,000. Triggs Construction agreed to hold their original bid amount for 160 days allowing Village verification of available funds.

In the Fiscal Year 2019/20 proposed budget, the Village has funds available in the following accounts:

Road Bond Fund - (07-44-3-340) \$200,000 earmarked for alley improvements.
31st/Barnsdale TIF – (81-40-4-420) \$60,000 for North Beach Parking Strip

STAFF RECOMMENDATION:

Staff recommends approval of a contract with Triggs Construction Company at the January 28, 2020 Board Meeting.

MOTION / ACTION REQUESTED:

This item is for discussion only, if there is a consensus among the Board, this item will be placed on the January 28th, 2020 Consent Agenda for Approval.

Motion: (1) To Accept The Bid Proposal From Triggs Construction Company, In The Amount of \$219,862.75 (2) To Authorize the Village President to Execute The Contract Documents.

DOCUMENTATION

- Recommendation Letter and Bid Results from Hancock Engineering dated August 27, 2019.
- Email from Triggs Construction agreeing to a 160-day extension and willing to complete the work.



August 28, 2019

President and Board of Trustees
Village of La Grange Park
447 North Catherine Avenue
La Grange Park, Illinois 60526

Re: 2019 Alley Improvements and Off-Street Parking Project
Bid Opening Results

President and Board of Trustees:

Bids were received for the above referenced project on August 27, 2019 @ 10:00 a.m. We offer the following comments and recommendations on the bid results.

The plans and specifications for the project were solicited from nine (9) contractors, and the Village received bids from six (6) qualified companies. A summary of the bids received is as follows:

Triggi Construction, Inc.	\$219,862.75
Schroeder & Schroeder, Inc.	\$243,749.25
Davis Concrete Construction Company.	\$262,126.75
MYS, Incorporated.	\$265,002.50 *
J. Nardulli Concrete.	\$305,500.50
Landmark Contractors.	\$334,782.85
Engineer's Estimate	\$219,909.50

The bids were checked and found to be in order with the exception of one (1) arithmetic error (*). The lowest bidder, Triggi Construction, Inc. is a well-qualified, local Chicago area contractor who has satisfactorily completed municipal projects in the suburban area surrounding Chicago. Therefore, we recommend that the Village accept the bid proposal submitted by Triggi Construction, Inc. in the amount of \$219,862.75

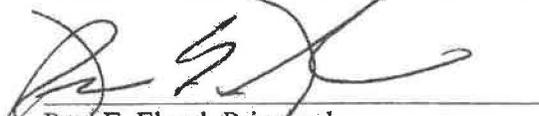
August 28, 2019
Page 2

We have enclosed a copy of the bid tabulation for the project.

Please feel free to contact our office should you have any questions or require additional information.

Very truly yours,

EDWIN HANCOCK ENGINEERING CO.



Paul E. Flood, Principal

Enclosures

cc: Ms. Julia Cedillo, Village Manager (W/Bid Tab)
Mr. Rick Radde, Director of Public Works (W/Bid Tab)

Sandy Bakalich

Subject: FW: [FWD: RE: La Grange Park Alley Project]

From: "Paul E. Flood" <peflood@ehancock.com>
Date: January 8, 2020 at 1:18:54 PM CST
To: "AMERKELZ@triggiconstruction.com" <AMERKELZ@triggiconstruction.com>
Cc: Rick Radde <rradde@lagrangepark.org>, "Mark W. Volk" <mwvolk@ehancock.com>
Subject: RE: [FWD: RE: La Grange Park Alley Project]

Art:

Thanks, that will bring us past the January 28 date of the Village Board Meeting where we anticipate the contract will be awarded. This project will go to the Village January 14th Work Shop Meeting for discussion, but final action can't occur until the aforementioned meeting of the 28th.

Thanks again- Paul

Paul E. Flood
Principal
Edwin Hancock Engineering Co.
9933 W. Roosevelt Road
Westchester, IL 60154
Tel 708/865-0300
Fax 708/865-1212
Email peflood@ehancock.com
Web www.ehancock.com



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From: AMERKELZ@triggiconstruction.com <AMERKELZ@triggiconstruction.com>
Sent: Wednesday, January 08, 2020 1:14 PM
To: Paul E. Flood <peflood@ehancock.com>
Subject: [FWD: RE: La Grange Park Alley Project]

----- Original Message -----

Subject: RE: La Grange Park Alley Project
From: <AMERKELZ@triggiconstruction.com>
Date: Mon, January 06, 2020 10:28 am

To: "Paul E. Flood" <peflood@ehancock.com>
Cc: "Mark W. Volk" <mwvolk@ehancock.com>, gdifruscolo@triggiconstruction.com

Paul:

We are fine with this. We will honor our unit prices from the August 27, 2019 bid for 160 calendar days.

Thanks

Art Merkelz
Triggi Construction, Inc.
amerkelz@triggiconstruction.com

----- Original Message -----
Subject: La Grange Park Alley Project
From: "Paul E. Flood" <peflood@ehancock.com>
Date: Mon, December 23, 2019 10:55 am
To: "AMERKELZ@triggiconstruction.com" <AMERKELZ@triggiconstruction.com>
Cc: "Mark W. Volk" <mwvolk@ehancock.com>

Art:

Just want to touch base on the La Grange Park Alley Project from the Fall. The Village anticipates awarding the entire project (including the off-street parking area) to Triggi during their January Board Meeting. I just want to be sure this still works from your end. They will expecting an early Spring start.

Can you please confirm this.

Thanks- Paul

Paul E. Flood
Principal

Edwin Hancock Engineering Co.
9933 W. Roosevelt Road
Westchester, IL 60154
Tel 708/865-0300
Fax 708/865-1212
Email peflood@ehancock.com
Web www.ehancock.com



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Administration Committee Divider

Amanda Seidel, Chairwoman

Michael Sheehan

James Kucera

Village Board Agenda Memo

Date: January 28, 2020

To: President & Board of Trustees

From: Emily Rodman, Assistant Village Manager .

Julia Cedillo, Village Manager .

RE: **New Liquor License Classification**

GENERAL BACKGROUND

At the January 14th Village Board meeting, the Village Board discussed modifying Section 112 of the Municipal Code to create a new class of liquor license. The proposed Class H license is intended for beauty salons and spas to allow them to serve a glass of wine or beer to customers of legal age as they wait for service. The proposed language includes certain restrictions regarding who may receive a drink, the number of drinks served, a prohibition on signage and a restriction on the hours during which alcohol may be served.

STAFF ANALYSIS

Based on the direction provided by the Village Board, staff has prepared the attached Ordinance creating the new Class H liquor license and restricting the number of Class H licenses available to one. Staff anticipates Bishops Cuts/Color will immediately apply for the Class H license should it be approved.

STAFF RECOMMENDATION

Staff recommends approval of the attached ordinance.

MOTION/ACTION REQUESTED

This item is for discussion and action.

Motion to Approve an Ordinance Amending Chapter 112 of Title XI of the La Grange Park Municipal Code

DOCUMENTATION

- Ordinance Amending Chapter 112 of Title XI of the La Grange Park Municipal Code

ORDINANCE NO. 1122

**ORDINANCE AMENDING CHAPTER 112 OF TITLE XI
OF THE LA GRANGE PARK MUNICIPAL CODE**

WHEREAS, the Village Board has received a request to allow beauty salons and spas to offer beer or wine to customers receiving a contemporaneous service as a means of enhancing the customer experience; and

WHEREAS, the Village Board has determined that general benefits would inure to the Village by providing for liquor license regulations that address the unique operational circumstances of such businesses; and

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

SECTION 1: Amendment to Section 112.19 LICENSES CLASSIFIED; FEE ESTABLISHED. That Section 112.19 of the La Grange Park Municipal Code be amended by adding the following language:

“(H) Class H license, which shall authorize the retail sale or complimentary distribution of beer or wine for consumption on premises to customers, as an adjunct to a principal use of a beauty salon, nail salon or spa business. The sale or distribution of beer or wine shall be limited to one drink per customer per calendar day. Customers and patrons shall not be served alcoholic beverages unless receiving contemporaneous spa/salon services from the license holder. No window or any other external signage shall be permitted on the specified premises or surrounding property that indicates that alcoholic liquor is available for retail sale or distribution at the specified premises. No person holding a Class H license issued pursuant to the this chapter shall sell or permit to be sold, offer for sale, give away, or deliver any alcoholic liquor except during the establishment’s normal business hours. The annual fee for the license shall be \$500.”

SECTION 2: Amendment to Section 112.20 NUMBER OF LICENSES. That Section 112.19 of the La Grange Park Municipal Code amended by adding the following language:

“(E) The total number of Class H licenses shall not exceed one.”

SECTION 3: Repeal of Conflicting Provisions. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: Publication in Pamphlet Form. This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois this 28th day of January, 2020.

YES:

NOS:

ABSENT:

Approved this 28th day of January, 2020.

James L. Discipio, Village President

ATTEST:

**Meghan Kooi
Village Clerk**

Village Board Agenda Memo

Date: January 28, 2020
To: Village President & Board of Trustees
From: Emily Rodman, Assistant Village Manager 
Julia Cedillo, Village Manager 
RE: **Personnel Manual Update – Drug/Alcohol Free Workplace Policy**

BACKGROUND

On June 25, 2019, the State legalized the consumption of cannabis for nonmedicinal purposes (the Cannabis Regulation and Tax Act). The Act went into effect on January 1, 2020 and adults age 21 and older are now able to legally purchase cannabis (and cannabis concentrate, and THC infused products) for recreational use.

The Village's Employee Personnel Manual includes a Drug/Alcohol Free Workplace Policy which currently prohibits the manufacture, distribution, possession or use of any drug while on duty. Drugs are defined as any alcohol product, as well as any drug not legally obtainable, or any legally obtainable drug such as prescription drugs that are unlawfully obtained or that are not taken in accordance with the prescribed purposes or dosages. This policy does not contemplate the use of the now legally obtainable drug cannabis, which may impair employees should they be under the influence of the drug during working hours.

Since Cannabis is still prohibited under federal law, those employees who hold a Commercial Drivers License, or CDL, are not permitted to consume cannabis. This applies to nine of our Public Works employees who are required to hold CDL's.

On December 4, 2019, the Governor signed into a law a trailer bill which allows municipalities to also prohibit off-duty use of cannabis by first responders. The proposed Drug/Alcohol Free Workplace Policy includes a prohibition on off-duty use for all sworn Village personnel, which includes police officers and firefighters.

Under the proposed policy, any employee is prohibited from on-duty use, being impaired by or under the influence of cannabis. All non-sworn employees and non-CDL holders are permitted to use cannabis during off-duty hours.

STAFF RECOMMENDATION

Staff, the Village Attorney and the Village's special counsel, Lisa Callaway, have reviewed the proposed Drug/Alcohol Free Workplace Policy and recommend approval of the new policy.

MOTION/ACTION REQUESTED

This item is for both discussion and action.

Motion to Approve Certain Amendments to the Village's Personnel Manual

DOCUMENTATION

- Village of La Grange Park Personnel Manual (changes noted in red)



Village of La Grange Park

Personnel Manual

Effective May 1, 2003

Amended November 27, 2007

Amended December 13, 2016

Amended January 9, 2018

Amended November 13, 2018

Amended February 12, 2019

Amended January 28, 2020

MISSION STATEMENT

The Village is committed to providing its citizens effective and efficient government services in a fiscally responsible manner. The Village encourages cooperation among its staff, Board, and other units of government in order to assess community needs and to determine the most effective manner in which to meet those needs. While committed to maintaining a professional and response atmosphere, the Village must weigh individual needs against community standards and resources and determine what is in the best interest of all its residents.

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FOREWORD

This personnel manual is not a contract of employment between the Village of La Grange Park ("Village") and its employees. Rather, this manual is presented to all employees because it is important for employees of the Village to know, in as much detail as possible, the kind of organization we are and what we believe in. The Village reserves the right to delete, add to, change, or modify the provisions of this manual at any time.

The Village recognizes that you have the right to terminate your employment at will whenever you choose for any reason or no reason. The Village, likewise, has the right to terminate your employment at any time for any reason or for no reason.

We ask your cooperation and help so that we may continue to improve our organization and create a pleasant working environment. We hope you find your association with the Village rewarding.

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The Village shall not discriminate against any person seeking employment with or employed by the Village on the basis of political or religious affiliation or belief, or race, color, sex, age, physical disability, or national origin, in accordance with federal and state employment regulations.

Any employee with questions or concerns about any type of discrimination in the Village workplace is encouraged to bring the issues to the attention of the Village Manager, if the Village Manager is the complainant or the accused, to any member of the Village Board. Any form of retaliation against an employee who brings a discrimination complaint is strictly prohibited; therefore, employees can make reports of discrimination without fear of reprisal. Any employee found to be engaging in any type of discriminatory conduct contrary to this policy will be subject to disciplinary action up to and including termination of employment.

AMERICANS WITH DISABILITY ACT COMPLIANCE

It is the policy of the Village to comply with all provisions of the Americans with Disabilities Act (ADA). The Village will not discriminate against any employee or candidate for employment with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. The Village will make reasonable accommodations wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments required by the job and provided that any accommodations made do not require significant difficulty or expense.

The Village Manager or his/her designee shall be responsible for the implementation and enforcement of the Village's ADA compliance program. It will be the responsibility of the

Village Manager or his/her designee to periodically review Village policies and communications to ensure compliance with the ADA, meet with Department Heads, Supervisors and employees to discuss alternative means for accommodating a disabled employee, and to keep abreast of all developments in the regulations governing the hiring and employment of persons with disabilities.

Applicants and employees are assured that all information regarding a disability will be kept confidential except that (1) appropriate Supervisory personnel will be informed of any restrictions on work assignment or reasonable accommodations that must be provided; (2) public safety personnel will be informed of any emergency treatments or first aid that a person with a disability may require; and (3) government officials investigating compliance with Federal or State laws may be informed of a person with a disability and any accommodation that is being provided.

Any employee who believes that he/she has been discriminated against due to a physical or mental disability should immediately report the problem or incident to his/her Supervisor. 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.

CHAPTER 1 INTRODUCTION

A. AUTHORITY

The authority to adopt personnel policies is vested with the President and Village Board. The Village Manager shall appoint, remove, suspend, and discipline all employees of the Village, subject to the policies set forth in this manual.

Employees are invited to discuss personnel matters with his/her Department Head. If questions related to these matters are not fully resolved after such discussions, the employee may consult with the Village Manager or Assistant Village Manager.

B. AMENDMENTS AND REVISIONS

This manual will be issued to all full- and part-time employees. New employees will receive the manual during their employee orientation. When new or revised personnel policies are made, the Village Manager will communicate these policies to all employees.

C. EXTERNAL AGREEMENTS / LAWS

In the event of a substantive conflict between the terms of this manual and those of an applicable collective bargaining agreement, the collective bargaining agreement shall

control. If any of the policies adopted herein conflict with State or Federal laws, or the rules and regulations of the Police Commission, those laws and rules shall take precedence and control over the terms of this manual.

D. PAST PRACTICE

The policies, regulations, and rules stated in this manual encompass the intent of the Village. No other policies, regulations, or rules are implied, including any past practice which is not specified herein. Department Heads may make work rules pertaining to their service delivery area, so long as they are not in contradiction with this manual.

CHAPTER 2 APPOINTMENTS & PROMOTIONS

A. GENERAL

The Village Manager is appointed by the Village President and Board of Trustees. The Village Manager is responsible for the appointment of all positions with the exception of sworn personnel. The Village Manager shall appoint Department Heads, with the advice and consent of the Village President and Board of Trustees.

All vacant positions will be posted internally and in external publications. The Village will consider all applicants, including current employees, who have applied for the vacant position. The Village will hire individuals based upon their qualifications for the job for which they have applied, which will usually include a consideration of, but shall not be limited to, an employee's knowledge, skills, and ability to perform the essential functions of the applied-for position efficiently and effectively, with or without any reasonable accommodation required by law.

Every effort will be made to hire new employees for positions which best utilize their abilities and in which they will be able to achieve both personal satisfaction and opportunity for growth. The Village will attempt to provide job-related training and educational opportunities for employees to the extent that Village finances permit.

B. EMPLOYMENT APPLICATION

In general, applications for employment shall be submitted to the Assistant Village Manager on a prescribed employment application form or resume. The application form or resume shall be completed in its entirety and any evidence of falsification or fraud on the form may be grounds for discharge or disqualification from consideration for employment. Applicants may be asked to sign a release form granting permission to the Village to

conduct an investigation into the applicant's professional and/or criminal background. Applications will be kept on file for no less than 90 days.

All offers of employment are conditional upon successful completion of a pre-employment physical and drug screen. The results of these screenings are kept confidential, along with any medical information provided by or about an employee prior to or following an offer of employment, except to the extent disclosure is required pursuant to court order or lawfully issued subpoena.

C. RETURN TO VILLAGE EMPLOYMENT

An employee who resigns in good standing is eligible to reapply for the same position or other position in the Village when it becomes available. If the employee is reinstated to the same employment classification within 6 months of the initial separation, the Village Manager, may, in the Village Manager's sole discretion, authorize appointment at a salary equivalent to the salary the employee was earning upon separation and shall allow the employee to earn vacation days at the same rate as the employee was earning upon separation. The Village is under no obligation to hire a former employee to any vacant position.

D. POST-OFFER EXAMINATIONS

All employment offers shall be conditioned upon the successful completion of a pre-employment physical examination and drug/alcohol screen by a licensed physician designated by the Village. At the discretion of the Village Manager, the Village may perform a reference or background check on an employment candidate.

E. EMPLOYMENT CLASSIFICATIONS

1. Full-Time Employees: Employees who have completed their probationary period and who work a regular work period as stipulated in Chapter 3, Section A, "Work Periods." These employees are entitled to all Village benefits and privileges prescribed in this personnel manual.
2. Probationary Employees: Employees who have not completed their designated probationary period and who work a regular work period as stipulated in Chapter 3, Section A "Work Periods." These employees are entitled to all Village benefits and privileges as prescribed in this personnel manual.
3. Part-Time Employees: Employees who work less than 1,560 hours per year (30 hrs. per week). Part-time employees are compensated on an hourly basis. Non-sworn part-time employees who work more than 1,000 hours per year must participate in the Illinois Municipal Retirement Fund. Part-time employees are not eligible for health insurance, vacation, or sick benefits.

4. Temporary Employees: Employees who work for a period of not more than six months, during which a regular work week may or may not be worked. Temporary employees receive no benefits other than social security.
5. Department Heads: Full-time employees including: Finance Director, Public Works Director, Police Chief, Director of Fire & Building.

F. PROBATIONARY PERIOD

The probationary period is a period during which all new and promoted employees are given an opportunity to demonstrate their ability to perform the requirements of the position for which they have been hired or promoted.

1. Duration: The probationary period for Village employees is stated below unless otherwise stated in an applicable collective bargaining agreement. If a Department Head requests an extension of an established probationary period, the Village Manager may extend an employee's probationary period up to a maximum of an additional six months, except for police officers.
 - a. Firefighter: Not to exceed 24 months at the discretion of the Fire Chief
 - b. Police Officer: 18 months
 - c. All other employees: 6 months
2. Evaluation of Probationary Period: After six months of employment, the employee's Supervisor will provide a report to the employee providing feedback on whether the employee's performance meets probationary expectations. Supervisors shall also conduct a written evaluation of each employee each year on the employee's anniversary. Due to the unique nature of paid-on-call firefighter and part-time employment, part-time employees and paid-on-call firefighters shall be evaluated by their Supervisors on May 1 of each year, or on another annual date as determined by the Department Head.
3. Successful Completion: Once an employee successfully completes the probationary period, he/she shall become a full-time employee, part-time employee, or POC employee, depending on the job classification. This does not mean that the employee shall have a permanent job or a right to continued employment, and is not in any way inconsistent with the Village's "at-will" policy.
4. Discharge: Probationary employees may be discharged without cause at any time during the probationary period. The probationary employee shall have no right to notice, hearing, or appeal of such discharge by the Village. A Department Head may discharge a probationary employee provided the Village Manager or his/her designee has approved such action.

G. RESIDENCY REQUIREMENTS

The Village Manager, Police Chief, Fire Chief, and Public Works Director must live within the corporate boundaries of the Village throughout the duration of his/her employment with the Village, unless otherwise waived by the Village Board. Paid-on-call fire department personnel shall live within the corporate boundaries of the Village or otherwise meet the employment/residency criteria as outlined in the Fire Department Administrative Manual.

H. EMPLOYMENT OF RELATIVES

For the purpose of this section, "Relative" shall mean spouse, children (including daughter/son-in-law), parent (including parent-in-law), sibling, sibling of spouse, grandfather, or grandmother. Relatives of Village employees or elected Village officials may be employed only in cases where such employment would not result in a Supervisory relationship, and would not cause a conflict of interest and would not cause the appearance of a conflict of interest. Where such employment situation would result in one or more of the above conditions, the Village will give the affected employees the option to choose who will retain employment with the Village.

I. PERSONAL RELATIONSHIPS BETWEEN EMPLOYEES

For the purpose of this section, "Personal Relationship" shall mean a continuing relationship between individuals which is of a romantic or intimate nature.

If a Personal Relationship is established between employees, it is the responsibility of the employees involved to disclose the existence of the relationship to the Village Manager or Assistant Village Manager. The Village Manager or Assistant Village Manager will determine whether the Personal Relationship causes personnel issues or a potential conflict of interest. To the extent possible, the Village Manager or Assistant Village Manager will examine alternatives and implement procedures to mitigate the impact of the relationship.

J. PROMOTION AND TRANSFERS

1. Vacancies in positions above the entrance level may be filled by promotion whenever the Village Manager determines it is in the best interest of the Village to do so. Promotion shall be based on the applicant's qualifications, educational background, merit, experience, and ability to fulfill the essential functions of the position. Employees who are considered for promotion will, unless otherwise authorized by the Village Manager, be competing for the position with qualified individuals from outside the Village.
2. When an individual is promoted or transferred, his or her salary may be adjusted by the Village Manager. Such salary adjustment shall be within the salary range for the

new position. In the case of such salary adjustments, the Village Manager may authorize a salary adjustment within the new salary range that properly reflects any increased or decreased duties and responsibilities assigned to that employee.

3. Employees may occasionally be asked to accept a temporary promotion, during which period they would serve in an “acting” capacity. Employees who serve in an “acting” capacity will receive a temporary adjustment to their salary, in an amount as negotiated by the employee and the Village Manager. In the case of an employee serving as “Acting Village Manager,” the temporary salary adjustment will be negotiated by and between the employee and the Village Board. Serving in an “acting” Supervisory capacity shall be defined as when an employee assumes responsibility for a department or division on a temporary basis, but for a period of at least thirty calendar days. The “acting” Supervisor shall assume an increased level of responsibility and supervision of employees. Unless ultimately appointed to the position after undergoing a standard Village employment search and hiring process, the employee shall return to the position last held before assuming the “acting” capacity.
4. A probationary period for any permanent promotion or transfer is required per Section F of this chapter.

CHAPTER 3

ATTENDANCE AND WORK PERIODS

A. REPORTING FOR WORK

Due to the nature of Village services, the normal workday varies from department to department. Employees are required to report and be prepared for work at the designated time and location, as determined by the Department Head.

Work periods, inclusive of paid breaks, for non-shift personnel shall be as follows and are subject to change without prior notice as circumstances warrant:

Administration	8:30 a.m. to 5:00 p.m. (40 hours/week)
Finance	8:30 a.m. to 5:00 p.m. (40 hours/week)
Police	8:30 a.m. to 5:00 p.m. (40 hours/week)
Public Works	7:00 a.m. to 3:30 p.m. (40 hours/week)
Fire/Building	8:30 a.m. to 5:00 p.m. (40 hours/week)

The Village may require assigned Finance Department personnel to work on Saturday mornings from 9:00 a.m. to 12:00 p.m.

Employees may, in certain instances, be allowed to work a “flexible” schedule if the assigned work duties and efficient operation of the Department so warrant. Any decision to allow a “flexible” schedule shall be at the discretion of the Department Head, subject to approval of the Village Manager.

B. TARDINESS

Employees must notify their Department Head or immediate Supervisor as soon as possible if the employee expects to be late for work. Tardiness may result in corrective counseling including the possibility of a deduction in pay for the time not worked.

C. LUNCH AND BREAK PERIODS

In general, employees will receive one unpaid lunch period and no more than two paid break periods, which, when combined, total no more than one hour during a regular work day. Department Heads are authorized to establish the time and length of lunch and break periods during each day. If an employee does not elect to take a scheduled lunch or break period during the workday, it shall be forfeited. On occasion, with pre-approval of the Department Head, an employee may forego his lunch break in order to leave work early for personal reasons.

CHAPTER 4 COMPENSATION PLAN

A. COMPENSATION PLAN

The Village compensation plan is adopted by the President and Village Board, and administered by the Village Manager. With the exception of the Village Manager whose salary is established by the Village Board, the Village Pay Plan includes the minimum and maximum rate of pay for each position in the Village. It represents an orderly method of determining the salary of the position for the type of work performed and length of service with the Village. In order to maintain internal and external salary parity, the Village Manager will, from time to time, make comparative studies of all factors affecting the salary ranges, and will recommend salary range adjustments to the Village Board.

B. PAY RANGE

1. Assignment to Pay Range: Each position is assigned to a pay range. Department Heads may request a change in pay range for a specific position and/or may submit a draft of a new job description if the duties of the position have changed substantially. Any change in pay range requires the recommendation of the Village Manager and approval of the Village Board.

2. Firefighter Pay: Firefighters shall receive 2/3 of their pay rate for training time, time spent in “stand-by”, office duties, etc. They shall only receive their full hourly pay rate for time spent responding to emergency incidents. Firefighters shall be paid a one-hour minimum for call-back pay, and shall only be paid for actual time worked beginning at the time the incident is first dispatched.

C. SALARY INCREASES

The compensation plan establishes a pay range for each full-time position, excluding employees represented by a collective bargaining agreement. Movement through the pay ranges recognizes that individual ability and exhibited job performance are the basic consideration in salary administration. The compensation plan as structured may provide full- and part-time employees with a Cost of Living Adjustment (COLA) on May 1 of each year as approved by the Village Board and a Merit Increase on their employment anniversary date each year. All salary increases are subject to favorable financial conditions as determined by the Village Board.

When warranted, the Village Manager may make a recommendation to the Village Board regarding adjustments to the Pay Plan. The recommendation shall occur prior to May 1. The Village Manager’s recommendation may take into consideration economic indicators selected by the Village, regional surveys, and the Village’s ability to pay for such adjustments.

1. Merit Increase: A merit award system is created to monetarily reward job performance of individual employees, thereby serving as both a method of recognition for work accomplished during the previous evaluation period and an incentive for the coming year. The annual performance evaluation process is the essential element to effectively utilize this system.

Merit awards, if granted at all, shall be determined on an annual basis effective on each employee’s employment anniversary, or for part-time and POC employees, effective on May 1. Each Department Head shall be responsible for evaluating each employee in his/her department using established Village Performance Evaluation Forms, and shall conduct a face-to-face performance review on each employee’s employment anniversary. Merit awards are calculated using established percentage increases as assigned to levels of performance. When approved, annual merit awards shall range in value from 0% to a maximum of 7% of an employee’s current salary. A merit award is dependent upon the recommendation of the Department Head, subject to final approval of the Village Manager or their designee.

Fire Department paid-on-call personnel will be periodically evaluated during the probationary period as to their progress in achieving specific department requirements, but will not be awarded merit increases during such period. They

may, as determined by Fire Department policy at the time, receive increases in their rate of pay for completing specified departmental training requirements.

2. **Cost of Living Adjustment:** The Village Manager may, from time to time, recommend to the Village Board a Cost of Living Adjustment (COLA) for any non-union Village employee to take effect on May 1 of each year, if that employee has received a favorable performance evaluation by their Supervisor or Department Head. Such performance evaluation shall follow the process described in Section 1 pertaining to Merit Raises. Fire Department POC personnel must meet the minimum training and participation requirements as determined by Fire Department Policy for the preceding annual evaluation period in order to be eligible for a COLA adjustment. The COLA recommendation may be based upon either of the two following alternatives, with the higher alternative being recommended to increase the maximum amount of the salary range:
 - a. The percentage increase of the Consumer Price Index (Chicago-U) for the twelve months ending in December of the previous year.
 - b. The May 1 percentage increase of any collective bargaining agreement in effect in the Village at that time. If more than one collective bargaining agreement shall be in effect, the mean percentage increase of the agreements shall be applicable.

If financial conditions warrant, the Village Board may provide for a reduction or suspension of the increases prescribed.

D. PAY DAYS

Employees shall be paid on Fridays on a bi-weekly basis. If payday falls on a holiday, employees will be paid on the preceding workday.

E. OVERTIME

All “non-exempt employees,” as that term is defined in the Fair Labor Standards Act (FLSA) will receive pay at one and one-half their regular rate for all actual work performed in excess of forty hours per week. In accordance with FLSA, compensated leave time, including sick and vacation leave and comp time are not included in the computation of hours worked for the sake of overtime calculation. “Exempt employees,” as that term is defined in FLSA, include the following positions: Village Manager, Assistant Village Manager, Public Works Director, Finance Director, Police Chief, Director of Fire & Building, Building Official/Deputy Building Commissioner, and Deputy Police Chief. Compensation for overtime may be in the form of premium pay or compensatory time off. The Village Manager shall designate the form of overtime compensation available to each class of work in the municipal service, consistent with FLSA. In case of “call-back,” with the exception of

firefighters, employees will be guaranteed pay for at least two hours of work, and will receive pay at one and one-half their regular rate for all “call-back” work. Call-back work shall be compensated and defined to begin at the time the employee reports to the Village facility assigned. All overtime must be authorized in advance by the employee’s Department Head except in the event of an emergency.

F. COMPENSATORY TIME

1. Non-exempt employees can receive compensatory time off or overtime as provided for in the FLSA. Such compensatory time off shall be granted at a rate of one and one-half hours for each hour of work in excess of forty hours per week. Employees who have accrued compensatory time may make requests for compensatory time off in a minimum of ½ day increments, or less subject to Department Head approval and department operating needs. Employees shall provide 24-hour advance notice for any use of comp time, or less subject to operating needs. Compensatory time off may be accumulated up to one hundred twenty (120) hours.
2. Department Heads and other exempt employees as defined in FLSA are not eligible for overtime pay. From time to time, the Village Manager may, at his/her discretion, grant compensatory time off to exempt employees in consideration of work performed beyond their normal schedule.
3. Under no circumstances will compensatory time be granted where, as determined by the Department Head or Village Manager, the absence of a certain employee would result in a real hardship to the operation of that employee’s department.

G. NO PYRAMIDING

Compensation shall not be paid nor compensatory time taken more than once for the same hours under any provision of this section.

H. PAYROLL DEDUCTIONS

1. Mandatory Deductions: Automatic payroll deductions are made for federal and state income tax, employee pension contributions, social security, Medicare (where applicable), labor union dues (if applicable), court ordered deductions, and any other deductions as may be required by law.
2. Voluntary Deductions: Employees may authorize the following voluntary payroll deductions: ICMA-RC Deferred Compensation Plan, Dental Insurance, United Way, and other programs that may be added at the Village’s discretion.

CHAPTER 5

LEAVE BENEFITS

A. HOLIDAYS

1. Except as otherwise authorized, full-time employees will receive the following days off with pay:

New Year's Day	January 1
President's Day	Third Monday in February
Friday before Easter (1/2 day only)	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Day after 4 th Thursday in Nov.
Christmas Eve	December 24
Christmas Day	December 25

2. Whenever a holiday falls on Saturday, the preceding Friday shall be observed as the official Village holiday. When a holiday falls on a Sunday, the following Monday will be observed as the official Village holiday. When Christmas Eve falls on a Sunday, the holiday will be observed on the preceding Friday.
3. For non-shift personnel, holidays will begin at midnight and end at 11:59 p.m. on the day observed as the official Village holiday. For shift personnel, holidays will begin at the start of the shift when a majority of the shift is on the day observed as the official Village holiday.
4. Full-time employees who are required to work on their observed holiday shall be compensated at the overtime rate for all hours worked on the holiday. The overtime rate for hours worked in excess of eight (8) hours on a holiday, and for all hours worked on a holiday if the employee is called in to work the holiday on his or her day off is one and one-half (1 1/2) times the regular straight-time rate of pay. Employees who work on holidays shall receive eight (8) hours regular pay for holiday pay in addition to compensation for actual hours worked. Part-time and temporary employees who work on holidays will be compensated at overtime rates for hours actually worked.
5. Employees scheduled to work on a holiday shall do so. Any employee who has taken an unauthorized absence on the day before or after a holiday will not receive pay for that holiday. Any employee absent from work due to reasons chargeable to Sick Leave on a holiday scheduled for work on the day preceding or the day following a

holiday may be required to present a doctor's verification of eligibility for leave in order to receive compensation for the holiday.

B. FLOATING HOLIDAYS

In addition to the official Village holidays listed, all full-time employees of the Village will receive one floating holiday in a fiscal year at their regular hourly rate of pay according to the number of hours scheduled in a regular work day. One floating holiday will be credited to all regular full-time employees on May 1, or date of hire for new employees hired between May 1 and October 31 during their first year of employment. New employees hired between November 1 and April 30 are not eligible for a floating holiday until the following fiscal year (May 1). Floating holidays must be used by the employee in the fiscal year in which they were earned. An employee's use of his floating holiday shall be subject to scheduling and approval by his Department Head or his designee.

C. SAFETY INCENTIVE AWARD DAY

The Village shall award a Safety Incentive Award Day to all full- and part-time employees who meet the criteria as defined below. The Village must meet or be below the IRMA goal for total accidents in a calendar year in order for the Incentive Program to be in effect for a given year.

1. Full-Time Employees: One compensatory day off will be granted to any full-time employee who works an entire calendar year without having an avoidable accident, injury, or violation of safety work procedures as determined by the Executive Safety Committee.
2. Part-Time Employees: PT/POC employees will be paid the equivalent of two hours or two-runs/on-call pay hours if they complete an entire year without having an avoidable accident, injury, or violation of work safety procedures. To be eligible for the Safety Incentive Award Day, part-time employees must work an average of 20 hours per month in a twelve-month calendar-year period, or in the case of paid-on-call fire personnel, shall meet the minimum training and participation requirements as established by Fire Department policy for the preceding annual evaluation period.
3. Qualifying Conditions:

The Safety Incentive Day Off will be earned during the calendar year. The compensatory day off will be awarded for use during the fiscal year beginning the following May 1. New employees hired prior to September 1 during the calendar year will be eligible to receive the Safety Incentive Day Off. Employees hired after September 1 will be eligible to receive ½ Safety Incentive Day Off.

Because the Safety Incentive Award is based on the safety of individuals and safety is not differentiated by departments, an employee will receive only one safety award, even if employed by more than one department. The safety award will be given based on the department in which a given employee works that yields the highest level of award. If an employee employed by more than one department has an avoidable accident, injury, or violation of safety work procedures as determined by the Executive Safety Committee in any capacity as a Village employee, that employee shall not be eligible for a Safety Incentive Award for that year.

Department Heads shall forward incidents or safety violations to the Executive Safety Committee for avoidable/unavoidable determination based on the following criteria:

- a. The incident caused damage in excess of \$100 either to Village property or to third-party property;
- b. The employee is injured and receives first aid or is transported to a medical facility;
- c. An act occurs that does not cause monetary or bodily damage, but is otherwise considered by the Department Head or Supervisor to be the result of overt recklessness or irresponsible conduct on behalf of the employee or a violation of a safety rule.

The Village Manager has the overall responsibility for implementing and administering the Safety Incentive Award Program for the Village.

Compensatory time accrued via the safety incentive program must be taken in time, not money, with the exception of part-time employees as addressed in '2' above. Safety comp time can only be taken when adequate personnel is available, subject to the approval of the Department Head.

D. VACATION

1. Only full-time employees, including full-time probationary employees, are eligible for vacation benefits.
2. Anniversary Date is hereby defined as the date an employee is hired as a full-time employee.
3. Vacation leave shall be accrued on a per period basis.
4. Vacation leave allowances are based on completed years of continuous service. Full-time employees, with the exception of the Village Manager, Assistant Village

Manager, Department Heads, and Building Commissioner/Deputy Building Commissioner shall accumulate Vacation Leave in the following manner:

- a. Starting at the commencement of employment through the completion of the sixth anniversary date, employees shall accrue Vacation Leave at a rate of 10 days per year.
 - b. Starting at the commencement of the seventh year through the completion of the 12th year, employees shall accumulate Vacation Leave at a rate of 1.25 days per month (15 days per year).
 - c. Starting at the commencement of the thirteenth year through the completion of the twentieth year of employment, employees shall earn Vacation Leave at a rate of 20 days per year.
 - d. Starting at the commencement of the twenty-first year of employment, employees shall earn Vacation Leave at a rate of 25 days per year.
5. Starting at the commencement of employment through the completion of the sixth (6th) year of employment, the Assistant Village Manager, Department Heads and Building Official/Deputy Building Commissioner shall accrue Vacation Leave at the rate of 15 days per year. At the beginning of the seventh (7th) year of employment through the completion of the twelfth (12th) year of employment, these employees shall accumulate Vacation Leave at the rate of 20 days per year. Starting at the commencement of the thirteenth (13th) year of employment and thereafter, these employees shall earn Vacation Leave at the rate of 25 days per year.

Employees ordinarily earn vacation time before vacation days are used. However, with the prior approval of the Department Head and the Village Manager, an employee may receive an advance of up to ten (10) vacation days.

- a. At any point in time, all regular full-time employees may accumulate vacation days up to no more than ten (10) days over their annual vacation accrual rate.
- b. Requests for use of vacation leave require the authorization of the Department Head. The granting of vacation requests is subject to the operational requirements of the department.
- c. Employees may utilize vacation leave in one-hour increments.

An employee who resigns or is discharged, will receive payment for all accumulated Vacation Leave as of the date of separation of employment with the Village. Employees will not be allowed to remain on the Village's payroll until such leave time has been exhausted.

Any accumulated Vacation Leave will be paid out in a lump sum during the pay period following the employee's last day of work. If an employee resigns or is discharged and has a "negative" vacation day balance, the corresponding pay, at the employee's regular pay rate, shall be deducted from the final paycheck.

E. FAMILY AND MEDICAL LEAVE

Pursuant to the Family and Medical Leave Act of 1993, employees who have worked for the Village for at least twelve (12) months and have worked one thousand two hundred fifty (1,250) hours over the twelve (12) months preceding the commencement of the requested leave, are eligible for up to twelve (12) weeks total of leave per twelve (12) month period (defined as a rolling 12 month period counted backwards from the day an employee takes such leave) for child care associated with the birth, adoption, or foster care of a child, or a serious health condition of an employee or immediate family member.

An immediate family member is an employee's spouse, child, or parent. A child is defined as one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster, or stepchild under the age of eighteen (18), or otherwise incapable of self-care because of a documented mental or physical disability.

The Village may require certification or documentation from a health care provider for leave based on a serious health condition for either the employee or an immediate family member. Upon return to work from leave for the employee's serious health condition, a fitness for duty certification from the treating physician will be required.

Employees should provide the Village with at least thirty (30) days notice of anticipated Family Medical Leave, where possible.

An employee is required to use all accrued Sick Leave, followed by Vacation Leave, Floating Holiday, and Safety Incentive Day before taking unpaid Family Medical Leave. However, the employee may reserve up to five (5) days of Vacation Leave for later use if desired. Time off taken as sick, vacation, or other leave which is attributable to a serious health condition for the employee will run concurrently with Family Medical Leave and will count toward the twelve (12)-week entitlement described in this chapter.

Health benefits will be maintained during a Family and Medical Leave under the same conditions as if an employee continued to work. During the leave, the employee is responsible for his/her portion of all health premiums that he/she would normally pay. In the event an employee does not return to Village employment after taking leave, the Village may recapture the cost of any health insurance premiums paid by the Village for the employee's benefit during the unpaid portion of the leave. Upon return from Family Medical Leave, an employee will be re-instated to the same or equivalent position, in accordance with FMLA.

If an employee is unable to return to work after exhausting Family Medical Leave, he may be terminated from Village employment, in accordance with FMLA.

F. BEREAVEMENT LEAVE

1. In the event of death of an employee's immediate family member, an employee will be allowed to use a maximum of three consecutive days of paid bereavement leave.
2. For purposes of this section, immediate family shall include the employee's spouse, and those family members related to the employee or the employee's spouse including: parent or guardian, sibling, grandparent, grandchild, or another dependent, sister, or brother. Immediate family shall also include an employee's child (birth, adopted, step), in the circumstance where the employee is not otherwise covered by the Illinois Child Bereavement Leave Act.
3. In the event of a death of an employee's relative other than immediate family as listed above, employees will be allowed to use one day of bereavement leave. These relatives of employee or the employee's spouse are limited to: daughter-in-law, son-in-law, aunt, uncle, niece, or nephew.
4. Employees may be required to substantiate the basis for Funeral Leave to the Department Head or Village Manager.
5. Department Heads may grant vacation leave, leave without pay, or compensatory time off in the event of the death of relatives or friends other than those listed above.

G. CHILD BEREAVEMENT LEAVE

Child bereavement leave is available to all employees who are eligible for unpaid leave under the Family and Medical Leave Act. An eligible employee may use Child Bereavement Leave within 60 days of receiving notice of the death of the child. For the purposes of this section, a "Child" shall be defined to be an employee's son or daughter who is biological, adopted or step child; a foster child; a legal ward; or a child to whom the employee stands *in loco parentis*; as defined by the Illinois Child Bereavement Leave Act.

The employee may use Child Bereavement Leave to attend the funeral or alternative service, to make arrangements necessitated by the death, or to grieve the death of the child.

The employee must provide the Village with at least 48 hours advance notice of the intention to take Child Bereavement Leave, unless providing such notice is not reasonable and practical under the circumstances. Upon return to work, the Village may require the employee to provide reasonable documentation of his/her relationship with the deceased child.

If an employee has exhausted his/her leave under the Family and Medical Leave Act, the availability of unpaid Child Bereavement Leave shall be subject to the review and approval of the Department Head.

H. SICK LEAVE

1. All full-time employees are eligible for paid sick leave. Sick leave shall be granted for the following reasons:
 - a. Personal illness or physical incapacity resulting from causes beyond the employee's control.
 - b. Illness of a member of the employee's family which requires the employee's personal care and attention, in accordance with the Illinois Employee Sick Leave Act. Family shall be defined to include an employee's child (adopted, birth, step, foster), spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent.
 - c. To keep a doctor's or dentist's appointment that cannot be scheduled outside of regular working hours.
2. All full-time employees will be granted one day sick leave for each full month of Village employment. For purposes of determining sick leave credit, fifteen (15) days or more will be considered one month. No credit will accrue for any period less than fifteen days worked in a month. The unused sick leave may be carried forward from one year to the next. However, the sick leave accrual may not exceed 120 days maximum at any time.
3. Employees may utilize sick leave in one-hour increments.
4. Employees who have reached the maximum sick leave accumulation shall place additional sick leave days into a catastrophic sick leave bank. Once employees have reached the maximum sick leave accumulation, they will receive one additional day of sick leave for every 4 sick days earned and not used in any given fiscal year. The days placed into the catastrophic sick leave bank may only be used if all other sick leave has been exhausted. Days accumulated in the bank will not apply to separation benefits.
5. Employees are entitled to a payout upon retirement (defined as separation from the Village with acceptance into pension fund) or full disability termination (occurring when an employee will receive disability benefits through IMRF or the Police

Pension Fund) of 25% of any accumulated sick leave. Accumulated sick leave does not include days in the catastrophic sick leave bank.

6. Notice of absence due to illness or disability shall be given by the employee to the immediate Supervisor as far in advance of starting time for the scheduled work period as is reasonably possible. Failure to do so will be cause for nonpayment of the sick leave benefits.
7. The Supervisor or Department Head may require an employee who is on sick leave for three or more days to submit a doctor's note which indicates the specific nature of the illness or injury, and require the employee to provide a prognosis from the physician as to the earliest date when the employee will be able to return to work and perform the essential job functions of the position.
8. An employee receiving sick leave with pay and simultaneously receiving compensation under workmen's compensation laws, shall for the duration of such compensation, receive only that portion of sick pay which will combine with worker's compensation benefits to equal their regular salary. Sick leave credit shall be charged accordingly.
9. Time off taken as Sick Leave, which is attributable to a serious health condition as defined by the Family Medical Leave Act (FMLA), will run concurrently with Family and Medical Leave and will count towards the twelve (12)-week entitlement described in Section E of this chapter.
10. The ongoing, excessive, or recurring use of sick leave may cause a Supervisor to require a doctor's note to justify or excuse the sick leave absence.
11. Any abuse of the sick leave policy may result in non-payment of sick leave benefits and shall be grounds for corrective counseling. Abuse of sick leave shall include, but not be limited to the following:
 - a. Failure to notify Supervisor of absence or condition.
 - b. Failure to provide medical documentation as required.
 - c. Continued pattern of absences.
 - d. Use of sick leave for instances not allowed in the Personnel Policy Manual
12. If sick leave absence continues beyond the number of sick leave days the employee has earned, consideration will be given to the following:
 - a. If eligible, employee will take Family Medical Leave.

- b. Placement on Unpaid Leave of Absence. Refer to Section L of this chapter.
- c. Transfer to Disability Benefits under the appropriate retirement fund.
- d. Termination of employment if employee, as a result of sick leave absence, is no longer able to perform the essential functions of his/her job position (subject at all times to the potential right to receive disability compensation or Family Medical Leave).

I. DISABILITY LEAVE – NON-JOB RELATED

In the event an employee is injured off-duty, the employee may apply for disability benefits from the employee's retirement fund.

1. Employees under the Illinois Municipal Retirement Fund (IMRF) must satisfy the eligibility requirements of IMRF.
2. Non-job related disability leave benefits for firefighters and police officers are governed by state law.
3. While on disability, the employee will no longer: accrue sick leave days, safety days, personal days, or vacation benefits, or be eligible for funeral leave or holidays.
4. Time off taken under Disability Leave will run concurrently with Family Medical Leave and will count towards the twelve (12) week entitlement described herein.

J. DISABILITY LEAVE – JOB RELATED

If an employee is injured in the performance of duties for the Village, the employee may be eligible for Workers' Compensation benefits as prescribed under the Illinois Workers' Compensation and Occupational Diseases Act.

1. If an employee is injured or becomes ill in connection with and in the course of their employment, he/she shall report the injury or illness immediately to his/her Department Head. Employees who fail to promptly report any injury, illness, or accident or to otherwise cooperate with the Village's investigation and documentation of the incident may adversely affect their eligibility for Worker's Compensation or other benefits, and may be subject to corrective counseling action. Injuries or illnesses reported after the day of injury or illness shall be considered to be in violation of this provision.

2. In the event an employee is unable to work due to a job related injury, the employee may receive payment in accordance with federal workers compensation law. The Village shall pay the employee the difference between his actual wages and that received from the worker's compensation carrier for thirty calendar days from the date of the injury. During the thirty-day time period, the employee will continue to accrue sick and vacation leave credits. Thereafter, the earning of these benefits terminates and the employee will continue to receive his/her gross wages as provided for by workers compensation law if the worker's compensation carrier deems it necessary.
3. If an employee is unable to return to work at the expiration of the thirty (30) day period, the employee may request use of any earned sick or vacation days, floating holidays, or compensatory time to cover the difference in pay between workers compensation and the employee's full pay. However, in no case will workers compensation, IMRF/Police Pension Fund disability benefits or any other benefits (including sick, vacation, or personal time) exceed 100% of the employee's salary.
4. In connection with consideration of a worker's compensation claim, the Village or its insurer may require the employee to furnish medical proof or submit to medical examination by a Village-selected physician at the Village's expense.
5. Job related disability leave benefits for Firefighters and Police Officers are governed by their respective Pension Funds and state law.
6. Employees participating in the Illinois Municipal Retirement Fund (IMRF) and on a job related disability leave are encouraged to apply to IMRF in order to continue to receive service credits while on the disability.

K. MILITARY LEAVE

1. Full-Time Service: Any full-time employee who is ordered to active duty with a unit of the U.S. Armed Forces or Illinois National Guard during military conflict, civil disorder, or natural disaster shall be granted a military leave of absence. The employee may return to Village employment to a position equivalent to the position occupied before military leave so long as combined military absences do not exceed five years.
 - a. If the activated employee is called up for less than 180 days, health insurance for the employee and dependents will remain in effect for the first 180 days of leave, at the cost of the employer. If the activated employee is called up for 180 days or more, health insurance for the employee and dependents will remain in effect for the first 180 days of leave at the sole cost of the employee.

- b. Upon release from the military, the employee shall notify the Department Head as soon as possible.

For ninety (90) days upon release from the military, the employee may be reinstated with the Village without loss of seniority and will have accrued other benefits, including vacation, sick, and personal leave as though Village service was uninterrupted. The employee's return to work will be governed by the provision of Federal law.

2. Reserve Service: When necessary, an employee who is a member of an officially recognized reserve unit shall be entitled to ten paid work days per twelve month period of military leave for training with a reserve component of the U.S. Armed Forces, including the National Guard and Coast Guard. Monthly reserve training meetings shall be the responsibility and obligation of the employee.

L. JURY DUTY LEAVE

Employees will be eligible for jury duty leave upon receipt of a notice to appear in court for such purposes. Employees shall be given necessary time off without loss of pay when performing jury duty. Employees shall be entitled to keep all fees received in connection with performing jury duty.

M. UNPAID LEAVE OF ABSENCE

1. An employee may, upon written request to his or her Department Head and approval from the Village Manager, be granted an Unpaid Leave of Absence. Request for such leave must be submitted at least 30 days in advance for foreseeable leaves, or as soon as possible.
2. An Unpaid Leave of Absence will only be granted if the employee is not eligible for Family Medical Leave. The leave will only be considered when it will not adversely affect the operations in the employee's department.
3. An Unpaid Leave of Absence may only be permitted after an employee has exhausted all earned sick time if applicable, vacation time, comp time, or floating holiday pay.
4. The maximum amount of Unpaid Leave that will be granted with a guarantee of reinstatement of employment is thirty (30) working days in a rolling twelve (12) month period, measured backward from the date an employee uses said leave. The employee may request a leave in excess of thirty (30) working days, but if granted the Village shall provide no guarantee of reinstatement to the previous position, or

employment of any nature. The Village Manager shall determine the amount of leave to be granted dependent upon the needs of the Village.

5. An Unpaid Leave of Absence, totaling less than ten (10) working days, will have no effect upon seniority, longevity, vacation accrual, sick leave accrual, or any other right or privilege based upon length of service, unless required by law.
6. Benefits shall not accrue, seniority shall not be earned, and salary adjustments will not take place during any unpaid leave of absence in excess of ten working days.
7. Employees on an Unpaid Leave of Absence may be periodically required to report on their status and intent to return to work.
8. An employee may continue to participate in the Village's health insurance plan during an Unpaid Leave of Absence, provided arrangements are made in advance for the employee to pay the full cost of the premiums during the period of the leave.
9. If an employee fails to return to work upon the expiration of the leave, employment with the Village will be terminated.

CHAPTER 6 EMPLOYEE BENEFITS

In addition to the leave benefits outlined in Chapter 5, there are many other fringe benefits available to employees as outlined in this chapter. For detailed information about these benefits, the employee may contact their Department Head or the Assistant Village Manager. In the event of a conflict between the statements made in this chapter and the provisions of a Plan Document, the Plan Document shall prevail.

A. HEALTH INSURANCE

1. The Village may make medical health insurance coverage available to all full-time employees, which may include dependents as defined in the summary of the health insurance plan document updated and distributed from time to time by the Village Manager. Such health insurance coverage shall be subject to the terms and limitations of the plan document, as amended from time to time.
2. Full-time employees are eligible for Village-provided health insurance upon their date of hire with the Village. Coverage terminates at the end of the month in which the employee leaves Village employ excepting when the employee retires, as detailed in provision 5 below.

3. The Village reserves the right to institute cost containment measures relative to the insurance coverage, including payment of premiums by employees.
4. Employees are allowed to maintain insurance coverage while utilizing FMLA or Disability Leave. The employee will be responsible for maintaining his/her share of the monthly premium throughout the duration of the leave. Arrangements for payment should be made with the Finance Director.
5. Retirees may be eligible to convert group health insurance coverage into an individual policy at the employee's sole expense.

B. DENTAL INSURANCE

All full-time employees may participate in a group dental insurance program at their sole expense. Retirees may be eligible to convert group dental insurance into an individual policy at the employee's sole expense.

C. EMPLOYEE ASSISTANCE PROGRAM

The Village may offer an Employee Assistance Program (EAP) to provide assessment and counseling services to full- and part-time employees and their immediate family members. The EAP provides employees with a confidential, convenient, no-cost opportunity to resolve personal problems including, but not limited to: marital and family, health, financial, alcohol, drug, legal, emotional, stress, and other matters which may adversely affect employee job performance. The Village believes an employee's well-being may also be affected when a member of his immediate family is afflicted with a personal problem. For this reason, we extend this same offer of assistance through the employee to any member of the employee's immediate family, but reserve the right to cancel this program should its continued provision become cost-prohibitive for the Village.

For as long as the EAP is offered, initial assessment and, when appropriate, short-term counseling are available at no charge. Employees will be responsible for any additional cost or that which is not covered by insurance. Employees are responsible for coordinating health insurance coverage for long-term counseling or treatment.

Utilization of the program is voluntary and strictly confidential. An exception to this guideline is when employees are mandated to access services as a condition of discipline, as an express condition of continued employment, or in any other circumstance. Additional information may be obtained from the Village Manager.

D. CONTINUATION OF HEALTH AND DENTAL CARE COVERAGE (COBRA)

Employees and dependents who receive health or dental insurance are eligible to elect to continue to receive health or dental coverage in situations where coverage is otherwise

terminated. Continuation of coverage shall be at the sole expense of the former employee, spouse, or dependents. The monthly cost to the employee and eligible dependents for continuing health and dental insurance shall be determined by the Village on an annual basis. Employees and eligible dependents participating in the program shall make monthly payments to the Village upon receipt of a bill from the Village.

1. Employees who are dismissed for reasons other than “gross misconduct,” and full-time employees, who are converted to part-time status or leave the Village service voluntarily, are eligible to continue health and dental insurance for 18 months on an employee-paid basis.
2. Eligible spouses and dependents may continue their health and dental insurance for 36 months if their coverage would have been terminated for any of the following reasons: (1) the death of a covered employee; (2) a divorce or legal separation from the covered employee; (3) the covered employee becomes eligible for Medicare; (4) a dependent ceases to meet the health coverage plan’s definition of an eligible dependent.
3. If an employee or any covered dependent is determined by the Social Security Administration (SSA) to have been disabled at any time during the first 60 days of the COBRA continuation coverage, the disabled person may elect to extend his or her 18-month period of COBRA for up to 29 months from the date of the qualifying event. Non-disabled family members of the disabled individual who are entitled to COBRA continuation coverage are also entitled to the disability extension. Please note that employees must still notify the Village of the SSA disability determination within 60 days after the date of the determination and before the end of the 18-month COBRA continuation coverage.

E. LIFE INSURANCE

1. Full-time Employees: Are provided group term life insurance by the Village program. The Village pays the entire employee contribution on behalf of each employee. Life insurance coverage shall be equivalent to 1.5 times an employee’s salary plus \$6,000. The maximum life insurance coverage provided by the Village shall be capped at \$150,000.
2. Paid-on-call Firefighters: Are provided accidental death and dismemberment loss benefit coverage in an amount of \$60,000.00 for losses incurred while in the course of employment with the Village.

F. RETIREMENT AND DISABILITY PROGRAMS

Employees participate in and the Village contributes a varying share towards retirement and disability programs depending on eligibility.

1. Police officers participate in the Police Pension Fund.
2. Other Village employees, who are regularly scheduled to work at least 1,000 hours a year, participate in the Illinois Municipal Retirement Fund (IMRF).
3. Employees may participate in the Village's Deferred Compensation Plan as made available by the International City/County Management Association's Retirement Corporation (ICMA-RC).
4. Village employees who participate in IMRF are also covered by Social Security. Police Officers and Firefighters appointed after March 1, 1986 are eligible for the Medicare portion of Social Security, and required to pay all Social Security taxes if they do not contribute to another pension plan.

G. UNIFORMS

Whenever uniforms or related equipment are provided by a department, an employee shall conform to the departmental rules and regulations applicable to their purchase and use. Firefighters, police officers, and public works employees may be required to wear allotted uniforms/clothing at all times when on the job. Employees are prohibited from wearing Village issued clothing for personal use. Employees must immediately report uniforms that do not fit or any uniform loss or damage to their Supervisors. Upon separation from the Village, the employee is required to return Village issued uniforms. Safety equipment shall be worn and/or used as directed.

H. TUITION REIMBURSEMENT

The Village recognizes the benefit to the employee and to the Village when the employee pursues continued education. Therefore, the Village has established a tuition reimbursement policy to encourage continued education.

Approval of any tuition reimbursement request is conditioned upon the availability of funds in the appropriate department budget and the authorization of the Department Head and Village Manager.

1. Eligibility

- a. Full-time employees must have worked for the Village for one full year.

- b. Part time employees must have worked an average of 20 hours per month in the previous twelve-month period.
 - c. Paid-on-call firefighters must be beyond their probation period, and have complied with all Fire Department policies related to attendance/participation for the previous twelve-month evaluation period.
 - d. Seasonal employees are not eligible.
2. Institutions: Employees may be required to furnish information about the accreditation of the particular educational institution.
3. Courses: The program is available for seminars, college, job-related. The course should improve the employee's ability to succeed in his/her job. Programs that award degrees or certificates based solely on "life service" or experience are not eligible for tuition reimbursement. Courses are to be taken on the employee's own time, unless otherwise approved by the Department Head and Village Manager.
4. Eligible Expenses: Full-time employees are eligible to receive \$2,000 per fiscal year for tuition reimbursement. Part-time employees are eligible to receive \$500 per fiscal year for tuition reimbursement. The full amount can be used for reimbursement of college tuition and books. Up to 35% of the total allotted amount may be used for one-time seminars.
5. Procedure for Approval of Tuition Reimbursement Request:
 - a. The course or seminar must be approved by the Department Head prior to beginning the course. All courses or seminars must enhance the employee's job performance or general fitness for public service.
 - b. This is a *reimbursement* program. Though employees are encouraged to gain approval that the course meets the standards of the Tuition Reimbursement Program prior to beginning the course, employees will not receive payment for the course until they have successfully completed the course.
 - c. Once the course is completed, the employee should provide to the Assistant Village Manager: 1) a completed Tuition Reimbursement Program application, 2) proof of expenses, 3) and either a report card showing that the employee received at least a "C" or "satisfactory" grade for a course, or a certificate of completion, course materials, or attendance logs for a seminar.
 - d. The Village may deny requests based on an inability to meet any of the above requirements.

- e. Employees must remain employed by the Village for at least six months following reimbursement under the Tuition Reimbursement Program. Employees will be required to refund any Village reimbursements received during the six months prior to their termination or resignation from the Village.

CHAPTER 7

EMPLOYEE PERFORMANCE EVALUATIONS

A. PURPOSE

The job performance of all employees shall be evaluated by the Department Head or Supervisor on an annual basis for the general purpose of providing constructive feedback on the employee's performance over the past year.

B. USES

1. By the Employee: (a) As an opportunity to discuss employee development and training needs; (b) as a record of past performance; (c) as an opportunity to objectively discuss, with the Supervisor, expectations, personal performance, goals, and methods of improvement.
2. By the Supervisor: (a) As a consistent method of evaluating and discussing what is expected of an employee, and a means of encouraging the achievement of personal and Village goals; (b) as a method of determining merit salary increases annually on the employee's employment anniversary date; (c) as a constructive guide outlining how the Supervisor views the employee's performance over the past year.
3. By the Village: (a) as a means of indicating successful completion of the probationary period; (b) to provide a record for retention and/or promotion of employees whose services warrant it.

C. EVALUATION PROCEDURE

1. Formal performance evaluations shall be conducted on an annual basis, on the employee's employment anniversary, on forms approved by the Village Manager.
2. Once the formal evaluation has been completed, the Department Head or Supervisor should consult with the employee in private to review the results of the evaluation.
3. After reviewing the evaluation with the Department Head or Supervisor, the employee should sign the evaluation form to acknowledge that he or she has reviewed it, and the form should be directed to the Village Manager for placement in the employee's personnel file.

CHAPTER 8

CORRECTIVE COUNSELING AND GRIEVANCE PROCEDURE, CAUSES FOR DISMISSAL

A. CORRECTIVE COUNSELING

The steps listed below will serve to guide corrective counseling actions. If a conflict occurs between this section and the rules and regulations of the Board of Police Commissioners or any labor or collective bargaining agreement, the latter shall take precedence.

When corrective counseling is deemed to be necessary by the Department Head, the steps are generally progressive in nature, increasing the penalty each time an employee receives corrective counseling. However, this procedure does not preclude a Department Head or Supervisor from by-passing a step or steps when disciplining an employee, nor does it prohibit a Department Head or Supervisor from recommending dismissal of an employee in instances where a specific incident justifies such action.

1. Employee Corrective Counseling: When a less formal means of handling a disciplinary incident is warranted, or when an employee commits his or her first disciplinary infraction, the Supervisor may consult with the employee in a corrective counseling session. The session is intended to make the employee aware of a situation or trend in performance or conduct which is unacceptable and which could result in further action if continued or repeated. The Supervisor will make a record of the corrective counseling session.
2. Written Warning: As an alternate response to a disciplinary infraction, or when a more formal means of handling a disciplinary incident is warranted, a written warning will be issued. The Supervisor will meet with the employee and inform the employee of the action taken and expected employee behavior change, and a copy shall be placed in the employee's personnel folder.
3. Suspension: An employee may be suspended without pay by the Department Head with the approval of the Village Manager for justifiable reasons when alternate personnel actions are not appropriate, when previous oral and written reprimands have been ineffective, or when the seriousness of the infraction warrants the action.

The Department Head has the authority to suspend an employee for a period no longer than ten (10) work days. The Department Head will prepare a letter outlining the reasons for the suspension. The letter will be reviewed with the employee during a meeting, and will be placed in the employee's personnel file. The Village

Manager shall have the authority to suspend an employee for a period greater than ten days when warranted.

4. Dismissal: The Village Manager may dismiss any employee with or without notice. The Village Manager shall provide the employee with a written notice that outlines the reasons for the dismissal. Department Head dismissals shall be with the advice and consent of the Village Board.
5. Cause for Dismissal: Evidence of the following, though not all-inclusive, may be cause for dismissal:
 - a. Documented failure to meet standards of work, as determined by formal and informal evaluation
 - b. Possession, use, or exhibition of behavior indicative of being under the influence of alcohol, controlled substance, or narcotics while performing duties for the Village.
 - c. Theft or unauthorized possession of Village property, misuse of Village time, or theft of property of a Village employee or resident.
 - d. Insubordination to superiors or a serious breach of discipline.
 - e. Illegal, immoral, or indecent conduct.
 - f. Unauthorized absences or abuse of leave privileges.
 - g. Taking for personal use a fee, gift, or other valuable item during the course of the employee's work or in connection with it, without reporting its receipt to the Supervisor or Department Head.
 - h. Falsification of records or use of official position for personal advantage.
 - i. Engaging in any act which endangers the safety, health, or well being of another person, or which is of sufficient magnitude that the consequences cause or act to cause disruption of work or gross discredit to the Village.

B. APPEAL FROM DISCIPLINARY ACTION

The employee may appeal disciplinary action in writing to their immediate Supervisor. The appeal or "grievance" must be made within seven (7) calendar days from occurrence of the event giving rise to the grievance or seven (7) calendar days from the date the event should have been known to the employee, whichever occurs later. An employee's failure to file a

grievance within the time period specified shall constitute a waiver of any rights to advance the grievance. A grievance shall be defined as a difference between the employee and the Village with respect to the interpretation or application of Village policy or procedure.

C. GRIEVANCE PROCEDURE

This policy does not apply to employees who are members of a collective bargaining unit, nor does it apply to grievances regarding harassment. It is the desire of the Village to resolve grievances informally, and both Supervisors and employees are encouraged to make every effort to resolve problems as they arise. However, it is recognized that there will be grievances that will be resolved only after a formal appeal and review. Accordingly, the following procedure is established.

1. Step 1

- a. The immediate Supervisor shall arrange for such an interview within seven (7) calendar days of receiving the grievance, at which time the situation will be discussed and a resolution attempted. In the absence of the Supervisor, the employee should discuss the matter with the Department Head.
- b. The immediate Supervisor shall answer the grievance and transmit the answer to the employee within seven (7) calendar days after the meeting.

2. Step 2

- a. In the event that the grievance cannot be resolved by the Supervisor, or if the employee is dissatisfied with the Supervisor's decision, the employee should put the grievance in writing and submit it to the Department Head within seven (7) days from the date of receiving the answer from the immediate Supervisor.
- b. The Department Head should attempt to have an interview with the Supervisor and employee within seven (7) calendar days of receipt of the written complaint. Decisions will be put in writing and a copy given to the employee within seven (7) calendar days after the meeting.

3. Step 3

- a. If a satisfactory solution cannot be obtained through Step 1 and Step 2, the employee may appeal the matter, in writing, to the Village Manager. The written appeal must be filed to the Village Manager within seven (7) calendar days from the Step 2 meeting.

- b. The Village Manager will schedule a meeting with the grievant within seven (7) calendar days and shall render an answer in writing to all parties involved within seven (7) calendar days of the meeting. The Village Manager's decision is final.
4. An employee who has filed a grievance cannot refuse to work while the grievance is being settled. The failure of an employee to advance the grievance between steps within the time period allotted concludes the grievance procedure.

CHAPTER 9

ADMINISTRATIVE POLICIES

A. ABSENCE FROM WORK

When an employee is absent from work without permission of the Department Head or Supervisor, the employee will not be paid for this period and will be subject to corrective counseling including possible dismissal. An employee who is absent from work for three (3) consecutive days without authorized leave shall be deemed to have resigned.

B. TESTIFYING IN COURT

Employees who must be absent from work in order to testify before a state or federal court in a pending court case are required to report such action to the Village Manager or Assistant Village Manager prior to the court date as soon as notification of the suit or subpoena is received.

C. ACCEPTANCE OF GIFTS

1. Village employees are prohibited from accepting any personal gratuities, gifts, or other remuneration due to their position with the Village from:
 - a. Persons or firms which transact, or may transact, business with the Village;
or
 - b. Persons or organizations with which the Village is associated in any professional or service manner.
2. The offering of any gratuity, gift, or other remuneration should be reported to the Supervisor or Department Head.

3. Other than those gifts which are perishable, all gifts of more than a nominal value (including any gift of liquor) must be returned to the sender with a courteous note expressing appreciation for the gesture.
4. Perishable gifts may be set out for general consumption by department employees or donated to a charitable organization.
5. Village employees are prohibited from accepting free or discounted food due to their position with the Village. This includes, among other items, free coffee at convenience stores as well as discounted food at fast food establishments.

D. DRUG/ALCOHOL FREE WORKPLACE

The Village regards drug and alcohol abuse as a serious social, economic, business and medical problem. All procedures and guidelines required by this Policy are for the benefit of employees, their families and the community.

1. Work Rules

- a. Whenever employees are working, operating Village vehicles, present on Village premises, or performing safety-sensitive functions, they are prohibited from:
 - Using, possessing, buying, selling, manufacturing or dispensing an illegal or controlled substance;
 - Being impaired by or under the influence of any illegal substance or any detectible use of any illegal substance regardless of when or where the use occurred;
 - Distribution, consumption, use, possession, or being impaired by or under the influence of an alcoholic beverage; being present on Village premises or while performing work for the Village when alcohol consumption is detectible, regardless of when and/or where the use occurred;
 - Distribution, consumption, possession, use, or under the influence of or being impaired by cannabis; being present on Village premises or while performing work for the Village when impaired by or under the influence of cannabis, regardless of when and/or where the use occurred.
- b. This Policy does not prohibit employees from the lawful use and possession of prescribed medications. An employee is responsible for consulting with the employee's doctor about a medication's effect on the employee's ability to work safely, and promptly disclose any restrictions to the employee's supervisor. (Employees should not, however, disclose underlying medical conditions unless specifically directed to so.) Additionally, this policy is not

intended to prohibit the use of lawful substances during non-working and non-on-call hours by non-sworn employees or employees who are not required to maintain a CDL, so long as such use is consistent with the prohibitions in section D.1., above.

- c. Employees covered by a collective bargaining agreement should consult the terms of their agreement for the terms of drug and alcohol testing.

2. Employee Assistance

The Village will assist and support employees who voluntarily seek help for alcohol or drug problems before becoming subject to discipline under this or other Village policies. Employees who seek such assistance will be allowed to use accrued paid time off, placed on leaves of absence, where available, referred to treatment providers and otherwise accommodated as required by law. Such employees may be required to document that they are successfully following prescribed treatment and required to take and pass follow-up tests, if they hold jobs that are safety sensitive, require driving, or if the employee has violated this Policy previously.

3. Required Testing

- a. Pre-Employment: All applicants must pass a drug test before beginning employment, performing a safety-sensitive function or receiving an unconditional offer of employment.
- b. Reasonable Suspicion/Good Faith Belief: Employees are subject to testing if a supervisor reasonably suspects them of using or being under the influence of alcohol or drugs or, in the case of cannabis, there is a good faith belief that the employee manifests specific, articulable symptoms that decrease or lessen the employee's performance of duties or tasks while working, on Village premises, or operating Village vehicles.
- c. Post-Accident: Employees are subject to testing when they cause or contribute to accidents which seriously damage a vehicle or Village machinery or equipment or result in an injury requiring emergency medical treatment away from the scene of the accident.
- d. Return to Duty and Follow-Up: Employees who have tested positive or violated this Policy, and who are not terminated or are reinstated, are subject to testing prior to being returned to duty. Follow-up testing at times and frequencies determined by the Village may also be required for up to three (3) years.

- e. Random: Employees in safety-sensitive positions and/or who are required to hold a CDL may be subject to random testing.

4. Collection & Testing Procedures

- a. Employees subject to alcohol testing shall be sent or driven to a Village designated clinic and directed to provide breath specimens. Specimens shall be collected by trained technicians, using federally-approved testing devices, which are regularly calibrated and capable of producing printed results that identify the employee.
- b. Applicants and employees subject to drug testing shall be sent or driven to a Village designated clinic and directed to provide urine specimens. Applicants and employees may provide split specimens and may provide specimens in private unless they appear to be submitting altered, adulterated or substitute specimens. Collected specimens shall be sent to a federally certified laboratory and tested for evidence of cannabis, cocaine, opiate, amphetamine and PCP use. There shall be a chain of custody from the time specimens are collected through testing and storage.
- c. The laboratory shall transmit positive drug tests results to a doctor ("MRO"), retained by the Village, who shall offer persons with positive results a reasonable opportunity to establish that their results are caused by prescribed medicines or lawful substances. Persons with positive test results may also ask the MRO to have their split specimen sent to another federally certified lab, to be tested at the employee's or applicant's own expense. Such requests must be made within three (3) working days of notice of test results. If the second lab fails to find any evidence of drug use in the split specimen, the employee or applicant will be treated as passing the test.

5. Consequences

- a. Applicants who refuse to cooperate in or fail to pass a drug test will not be hired.
- b. Employees who refuse to cooperate in required tests, test positive for illegal drugs, use, possess, buy, sell, manufacture or dispense illegal drugs or cannabis in violation of this Policy will be terminated.
- c. Employees who test positive for cannabis will be terminated in the event the Village has a good faith belief that the employee manifests specific, articulable symptoms while working that decrease or lessen the employee's performance of his/her duties or tasks.

- d. Unless aggravating circumstances are present, the first time employees (other than designated safety-sensitive positions) test positive for alcohol or possess, consume or are under the influence of alcohol, they will be suspended and referred to the EAP. Continued employment and/or reinstatement will be conditioned on cooperation with the EAP, successful completion of any prescribed treatment, passing follow-up tests and other appropriate conditions.

The first time an employee in a safety-sensitive position tests positive for alcohol or possesses, consumes, or is under the influence of alcohol, the person will be immediately removed from performing any safety sensitive functions, advised of available resources for evaluating and resolving alcohol problems, referred to a substance abuse professional, and suspended without pay. The employee will not be allowed to return to duty unless he has been evaluated by a substance abuse professional, passed return to duty tests, and the substance abuse professional determines the employee has properly followed any prescribed rehabilitation program.

- e. Employees who test positive for alcohol or violate this Policy's alcohol rules more than once will be terminated.

6. Confidentiality

Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided to the MRO shall be kept confidential and maintained in secure files separate from regular personnel files. Such records and information may be disclosed among managers and supervisors on a need to know basis and may be disclosed where relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

7. Definitions

"Cannabis" is defined by the *Illinois Cannabis Regulation and Tax Act* and includes but is not limited to cannabis, cannabis concentrate, and cannabis-infused product, as defined in the *Act*.

"Illegal or Controlled substance" is defined as a substance that is: (1) not legally obtainable; (2) being used in a manner different than prescribed; (3) legally obtainable, but has not been legally obtained; or (4) referenced in federal or State controlled substance acts.

"Village Premises" includes, but is not limited to, all buildings, offices, facilities, grounds, parking lots, places and vehicles owned, leased or managed by the Village.

"Performing a Safety Sensitive Function" means any and all times when an employee is actually performing a safety sensitive function, ready to perform, or immediately available to perform an activity the Village deems safety sensitive.

"Refuse to Cooperate" means to obstruct the collection process, to submit an altered, adulterated or substitute sample, or to fail to promptly provide specimen(s) for testing when directed.

"Under the Influence of Alcohol" means an alcohol concentration of .04 or more, or actions, appearance, speech or bodily odors which reasonably cause a supervisor to conclude that an employee is impaired because of alcohol use.

"Under the Influence/Impaired by Cannabis" mean there is a good faith belief that an employee manifests the specific articulable symptoms listed in the Illinois Cannabis Regulation and Tax Act (CRTA).

"Under the Influence of Drugs" means a confirmed positive test result for illegal drug use.

8. Miscellaneous

This Policy is not a contract of employment and may be modified by the Village at its sole discretion. To the extent contractor employees, who are present on Village premises, engage or appear to have engaged in conduct that would violate this Policy if done by an employee, such contractor employees will be barred from Village premises.

All employees are required to notify a member of management if they have been convicted of a criminal drug offense occurring in the workplace. Such notification must take place within five (5) working days after the conviction.

E. HARASSMENT PROHIBITED

This policy is designed to promote a safe, healthy and productive work environment and to comply with multiple laws that prohibit discrimination, including but not limited to: The Civil Rights Act of 1964, the Americans with Disabilities Act, and the Illinois Human Rights Act. In keeping with this commitment, the Village strictly prohibits harassment of any Village employees by anyone, including any Supervisor, co-worker, vendor, citizen, or elected official of the Village or any third party.

Harassment consists of discriminatory employment action and unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, such as sex, color, race, religion, national origin, age, physical or mental disability or other

protected status under applicable law. The Village will not tolerate harassing conduct that affects tangible job benefits, interferes unreasonably with any individual's work performance, or that creates an intimidating, hostile, or offensive working environment for any employee. Such harassment may include, for example, jokes about another person's protected status, or kidding, teasing, or practical jokes directed at a person based on his or her protected status.

Sexual harassment deserves additional comment. The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991. All persons have a right to work in an environment free from sexual harassment. Sexual harassment is unacceptable misconduct which affects individuals of all genders and sexual orientations. The Village strictly prohibits harassment of any person by any village official, village agent, village employee or village agency or office on the basis of sex or gender. All village officials, village agents, village employees and village agencies or offices are prohibited from sexually harassing any person, regardless of any employment relationship or lack thereof.

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, or any conduct when: (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Conduct which may constitute sexual harassment includes:

1. Verbal: sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside of their presence, of a sexual nature.
2. Non-verbal: suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises.
3. Visual: posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
4. Physical: touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.
5. Textual/Electronic: "sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail,

text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a "reasonable person."

All Village employees are responsible to help assure that harassment is avoided. Any employee of the Village who feels that he/she has experienced or witnessed harassment is to notify the Village according to the reporting procedure set forth in this policy.

F. HARASSMENT REPORTING PROCEDURE

An employee who either observes harassment or believes herself/himself to be the object of harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending employee, and her/his immediate supervisor. It is not necessary for harassment to be directed at the person making the report.

Any employee may report conduct which is believed to be harassment, including the following:

1. *Electronic/Direct Communication.* If there is harassing behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.
2. *Contact with Supervisory Personnel.* At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor of the person making the report, a Department Head, Assistant Village Manager, the Village Manager, the Village President or member of the Village Board.
3. The employee experiencing what he or she believes to be harassment must not assume that the employer is aware of the conduct. If there are no witnesses and the victim fails to notify a supervisor or other responsible officer, the Village will not be presumed to have knowledge of the harassment.
4. *Resolution Outside Municipality.* The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every report and incident so that problems can be identified and remedied by the Village. However, all Village employees have the right to contact the Illinois Department of Human Rights (IDHR)

or the Equal Employment Opportunity Commission (EEOC) for information regarding filing a formal complaint with those entities. An IDHR complaint must be filed within 300 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days.

Illinois Department of Human Rights
100 W. Randolph St., Suite 10-100
Chicago, IL 60601
(312) 814-6200

Equal Employment Opportunity Commission
500 West Madison Street, Ste. 2000
Chicago, Illinois 60661-2511
(312) 353-2713

This policy will not be updated to list changes in reporting deadlines or in office locations for these agencies.

Documentation of any incident may be submitted with any report (what was said or done, the date, the time and the place), including, but not limited to, written records such as letters, notes, memos and telephone messages.

All allegations, including anonymous reports, will be accepted and investigated regardless of how the matter comes to the attention of the Village. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

Prohibition on Retaliation for Reporting Harassment Allegations. No Village official, Village agency, Village employee or Village office shall take any retaliatory action against any municipal employee due to a Village employee's:

1. Disclosure or threatened disclosure of any violation of this policy,
2. The provision of information related to or testimony before any public body conducting an investigation, hearing or inquiry into any violation of this policy, or
3. Assistance or participation in a proceeding to enforce the provisions of this policy.

For the purposes of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms or conditions of employment of any Village employee that is taken in retaliation for a Village employee's involvement in protected activity pursuant to this policy.

No individual making a report will be retaliated against even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

Similar to the prohibition against retaliation contained herein, the State Officials and Employees Ethics Act (5 ILCS 430/15-10) provides whistleblower protection from retaliatory action such as reprimand, discharge, suspension, demotion, or denial of

promotion or transfer that occurs in retaliation for an employee who does any of the following:

1. Discloses or threatens to disclose to a supervisor or to a public body an activity, policy, or practice of any officer, member, State agency, or other State employee that the State employee reasonably believes is in violation of a law, rule, or regulation,
2. Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any violation of a law, rule, or regulation by any officer, member, State agency or other State employee, or
3. Assists or participates in a proceeding to enforce the provisions of the State Officials and Employees Ethics Act.

Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), an employer may not retaliate against an employee who discloses information in a court, an administrative hearing, or before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. In addition, an employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. (740 ILCS 174/15(b)).

According to the Illinois Human Rights Act (775 ILCS 5/6-101), it is a civil rights violation for a person, or for two or more people to conspire, to retaliate against a person because he/she has opposed that which he/she reasonably and in good faith believes to be sexual harassment in employment, because he/she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under the Illinois Human Rights Act.

An employee who is suddenly transferred to a lower paying job or passed over for a promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge – this filing is due within 300 days of the alleged retaliation.

Consequences of a violation of the prohibition on harassment. To the fullest extent possible, the Village will keep complaints and the terms of their resolution confidential. If an investigation confirms that a violation of the policy has occurred, the Village will take corrective action, including corrective counseling up to and including discharge, as appropriate.

In addition to any and all other discipline that may be applicable pursuant to this policy, employment agreements, procedures, employee handbooks and/or collective bargaining agreement, any person who violates 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, 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.

Consequences for knowingly making a false report. A false report is a report of sexual harassment made by an accuser using the sexual harassment report to accomplish some end other than stopping sexual harassment or retaliation for reporting sexual harassment. A false report is not a report made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to discipline or discharge pursuant to applicable municipal policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements.

In addition, any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act to an ethics commission, an inspector general, the State Police, a State's Attorney, the Attorney General, or any other law enforcement official is guilty of a Class A misdemeanor.

The provisions of this policy will apply only insofar as they do not conflict with any state or federal law.

G. FITNESS AND APPEARANCE FOR WORK

1. Employees shall arrive at work free from the influence of drugs, intoxicants, and alcohol. Any employee who is found to be under the influence of drugs, intoxicants, or alcohol, shall be subject to corrective counseling including the possibility of dismissal.
2. Employees are expected to be well groomed and dressed in a manner that is suitable to their responsibilities and position. Whenever uniforms or related equipment, including safety equipment, are provided, the employee shall conform to the departmental rules and regulations applicable to their purchase and use.

H. LOSS OF DRIVING PRIVILEGES

1. An employee who, as an essential function of the employee's job duties, operates a motorized vehicle and whose driving privileges have been suspended by the State is required to notify the Supervisor or Department Head immediately. The employee shall be required to take an unpaid leave of absence as defined in Chapter 5 Section L during the time driving privileges are suspended.
2. The loss of driving privileges which becomes permanent will be cause for immediate discharge of any employee who operates a motorized vehicle as an essential function of his/her job.

I. PERSONAL MAIL

Use of Village letterhead, postage, and envelopes for personal mail is prohibited.

J. POLITICAL ACTIVITY

An employee of the Village shall not be allowed to serve as an elected official of the Village. Any employee seeking an elected office of the Village shall first apply to the Village Manager for an unpaid leave of absence upon filing a petition for elected office. Said leave of absence shall continue until the employee either loses the election, withdraws from the election, or is elected. If elected, said employee's employment with the Village shall terminate.

The Village respects the rights of each employee to hold his or her own political beliefs and to discuss matters of public concern. However, employees shall restrict their political campaign activities to non-working time and lunch hours, and shall not be in any uniform which identifies the individual as an employee of the Village while engaging in political campaign activities. Employees engaged in political activity shall not represent that such activity is on behalf of the Village or otherwise represent themselves as agents of the Village. Village facilities, equipment, and property shall not be used to advance political campaigns. Examples of prohibited activity shall include, but not be limited to, the following:

1. Displaying campaign stickers on Village vehicles or other Village property;
2. Wearing campaign buttons while performing work for the Village;
3. Providing endorsements of political candidates indicating or otherwise mentioning the employee's affiliation with the Village;
4. Displaying campaign signs on one's own real property where in the course of employment vehicles marked as belonging to the Village are parked; and
5. The use of Village duplicating services for campaign materials.

K. PERSONNEL FILE

1. The employee's main personnel file is located in the Village Manager's Office.
2. Employees can inspect their main personnel file up to two times annually upon request to the Village Manager. The Village Manager will determine an acceptable place and time when access to the employee's personnel file will be provided.

3. The Village will only release the following information from the employee's personnel file: position title, salary confirmation, and dates of employment, except under the following circumstances:
4. When the employee has authorized, in writing, the release of information; or
5. When the Village is legally obligated to provide the information; or
6. When the information is needed to provide information to agencies who are or may be providing health benefits to employees.

L. LIMITED DUTY

Any employee who suffers an injury, either while at work or off duty, is encouraged to return to work in a capacity that is compatible with their physical capabilities.

1. The Village is not obligated to provide a Limited Duty assignment. An employee will be assigned Limited Duty only if such work is available and the employee is capable of performing such work. The term of a limited duty assignment shall not exceed thirty (30) calendar days in duration. Limited Duty assignments beyond thirty (30) calendar days will be at the discretion of the Village Manager or his designee.
2. Past Limited Duty assignments will not influence current requests for a Limited Duty assignment.
3. An employee determined to be eligible for Limited Duty shall furnish the Village Manager with a written release from his/her physician allowing him to perform Limited Duty, specifying the following:
 - a. The length of time that the employee is to remain on Limited Duty;
 - b. The exact nature of work that the employee can and cannot perform;
 - c. The date of the next scheduled re-examination to determine any change in the employee's physical status.
4. The employee must provide written authorization from his/her treating physician before returning to regular duty.
5. The Department Head will determine if a Limited Duty assignment is available. The following guidelines will be addressed:
 - a. A duty or position will not be created for any specific employee.

- b. The assignment will entail meaningful work which contributes to the mission of the Village.
 - c. No employee will be moved from his or her regular job to allow an injured employee to participate in Limited Duty. Those employees who are assigned limited duty will not be removed from light duty so that another employee can fill the light duty position, so long as the employee filling the light duty position continues to meet the requirements of the policy guidelines.
 - d. When the employee's department cannot find suitable work and an employee is deemed eligible for light duty, the Village reserves the right to make an assignment in another Village department.
 - e. An employee will be given an assignment consistent with physical restrictions.
 - f. Department Heads may restrict employees from overtime assignments while on Limited Duty.
 - g. Limited Duty work will be compensated at the current pay rate of the injured employee.
6. The Department Head will monitor the progress of the injured employee on a weekly basis. The weekly evaluation will determine whether assigned tasks are being completed in a satisfactory manner, and will monitor compliance with the physician's outlined restrictions.
7. If an employee's condition does not improve beyond a Limited Duty assignment, or if a Limited Duty assignment is not available or is initially available but later becomes unavailable, the employee shall proceed with application for either temporary or permanent disability. In no event shall the Village be obligated to continue employment of any employee whose condition does not allow a return to normal duty or who is incapable of performing Limited Duty, or for whom no Limited Duty assignment is available.
8. Rejection of Limited Duty: If the injured employee refuses a limited duty assignment, a certified letter shall be sent to the employee advising where and when to report to work in accordance with the medical evaluation. If the injured employee does not report for a limited work assignment, the Department Head shall immediately advise the Village Manager.

M. SECONDARY EMPLOYMENT

No full-time employee of the Village may engage in employment outside of the Village unless approved by the Department Head. The Department Head shall determine whether a part-time or full-time employee's outside employment may cause a conflict of interest or adversely affect the employee's ability to perform his/her duties.

N. TOBACCO USE AND SMOKE FREE WORKPLACE

In order to maintain a healthful environment for employees and members of the public transacting business in Village facilities, to maintain the cleanliness of Village facilities and vehicles, and to present a professional and business-like appearance to members of the public, use of tobacco products inside Village vehicles and facilities is not permitted. Smoking outdoors or in other approved areas while on an authorized break period is permitted.

O. TRAVEL AND TRAINING

The Village encourages the professional development of its employees.

On occasion, employees may travel on behalf of the Village. As representatives of the Village, employees should remember that their actions reflect on the Village and are expected to display exemplary behavior that reflects positively on the Village.

All Village employees are required to abide by Village travel policies when attending conferences and seminars.

P. USE OF VILLAGE TELEPHONES

Employees shall limit their use of Village telephones to the conduct of Village business. A limited amount of calls for personal reasons may be allowed, for specific emergency or medical situations, within reasonable limits, as determined by the Department Head. Toll and long distance calls for personal reasons may be made only with the prior approval of the Department Head and at the employee's expense. Personal calls on cellular phones shall be reimbursed in accordance with the charges specified by the Finance Director.

Employees whose position may require the use of a cellular phone in a vehicle will be provided a wireless speaker or headset for use in their personal vehicle or in Village vehicles. At no time shall an employee use a cell phone in a Village vehicle or personal vehicle used for Village business or during Village work hours, without utilizing a proper hands-free device.

Q. USE OF VILLAGE VEHICLES, EQUIPMENT SUPPLIES OR TOOLS

1. Unless specifically approved by an employee's Department Head or the Village Manager, an employee shall not use Village vehicles, equipment, supplies and tools for an employee's personal use.
2. Employees are responsible for the care and conservation of Village vehicles, equipment, supplies, and tools and are required to report damage or loss of same to their Department Head as soon as possible after realizing the loss has occurred. When using Village vehicles, employees must keep in mind that they are representatives of the Village and that their conduct in adhering to the rules of safety and courtesy on the road is a reflection on the entire organization.
3. All employees provided a take home vehicle by the Village, or a vehicle for use during work hours, must execute and abide by the Village's Vehicle Use Agreement.

R. USE OF WORKOUT FACILITIES

Full- and part-time employees and elected officials are eligible to use the equipment in the fitness room at Village Hall during non-working hours. Employees must sign a waiver holding harmless the Village for any injury or accident that may occur while using the fitness room. Prior to using the exercise room, all eligible members must first attend an orientation session conducted by a certified Village employee. Use of the fitness room shall be on the employee's off-duty time, and employees must use the fitness room in a responsible manner and in the manner intended. Employees who wish to keep a lock on a locker must have the locker "assigned" to them by the Police Department prior to use. The Village may revoke fitness room access to employees who behave unsafely, irresponsibly, or otherwise violate the guidelines of this policy or the signed waiver.

S. WORKPLACE VIOLENCE

It is the objective of the Village to ensure the safety and well-being of its workforce and the persons with whom the Village does business. Therefore, the Village has established a zero tolerance policy for any violent acts or threats directed by or towards any Village employee.

Violence in the workplace includes but is not limited to:

1. Any physical behavior that involves aggressive physical contact with any other person, including pushing, hitting, fighting, throwing objects, or otherwise intentionally injuring another person or attempting to injure another person;
2. Any physical behavior that would place a reasonable person in fear or receiving imminent physical injury or other aggressive physical contact of the sort described above;

3. Verbal behavior which involves threatening physical harm, either directly or implicitly, against any person; and,
4. Any act of vandalism or other intentional damage or destruction of Village or private property.

Workplace violence also includes instances where such acts or threats are made against an employee by a non-employee.

Workplace violence does not include activities covered by Police Department regulations concerning the use of force by members in the performance of their law enforcement duties.

Employees who become aware of any threat of workplace violence whether by an employee or non-employee are obligated to immediately report such action to the employee's Supervisor. The employee may make a complaint directly to the Department Head, Village Manager, or Assistant Village Manager. Employees may go to the Village Board if they feel the Village Manager is a perpetrator. Employees should not confront the person against whom their complaint is lodged.

Violations of this policy may result in corrective counseling up to and including immediate discharge. Employees should also understand that such behavior may result in criminal prosecution.

Where an employee reasonably and in good faith opposes or reports any workplace violence, or testifies, assists, or participates in an investigation or hearing concerning allegations of threats of violence, no person or group of persons may retaliate against the employee. Retaliation includes any act of harassment, verbal abuse, verbal threats, or any other additional act of workplace violence. Retaliation will also be considered a violation of this policy, and may result in corrective counseling up to and including immediate discharge.

T. WORKPLACE SAFETY

It is the responsibility of all employees, Supervisors, the Village Manager, and Department Heads to assure that all safety rules and regulations of this Village are followed. All employees are required to perform all work in a safe manner and in accordance with the policies and procedures established in the Village Safety Manual. Employees who do not work in a safe manner or follow the policies of the Village Safety Manual shall be subject to corrective counseling action as outlined in Chapter 8, Section A. All employees shall also be responsible for reporting unsafe equipment or unsafe conditions which warrant action by Supervisory personnel.

Employees who are injured on the job or who are involved in a workplace accident are required to report the accident to their immediate Supervisor as soon as possible. All

departments shall post the location of the Village's approved and recommended health care facility, and all attempts shall be made to transfer employees in need of medical attention to that health care facility. The Supervisor and employee must fill out the appropriate accident/injury reports as required.

U. WEAPON FREE WORKPLACE POLICY

To ensure that the Village maintains a workplace safe and free of violence for all employees, the Village prohibits the possession or use of firearms or other dangerous weapons by Village employees (including full-time, part-time, seasonal and contract) on Village Property in violation of the Illinois Firearm Concealed Carry Act (the "Concealed Carry Act"), or the use of firearms or other dangerous weapons on Village Property, or while conducting Village business, and/or while attending any work-related event.

1. Definitions:

"Village Property" is defined as all Village owned or leased buildings or portions thereof and their contents and surrounding areas such as sidewalks, walkways, driveways and parking lots under the Village's ownership or control and work sites where Village employees are engaged. Village Property also includes all Village owned or leased vehicles and all privately owned vehicles driven by Village employees onto Village Property.

"Dangerous Weapons" include, but are not limited to, firearms, explosives, and other weapons or devices that might be considered dangerous or that could cause harm.

2. No employee shall possess a Dangerous Weapon on Village Property, except as set forth below.
 - a. Dangerous Weapons may be carried or stored by sworn law enforcement personnel as permitted by department rules and regulations.
 - b. Dangerous Weapons may be stored according to the provisions of the Illinois Concealed Carry Act.
3. Any employee who violates this policy will be subject to disciplinary action, up to and including dismissal. In addition, any employee who violates of the Illinois Concealed Carry Act may be subject to criminal prosecution.

V. WORKPLACE INSPECTIONS

The Village wishes to maintain a work environment that is free of illegal drugs, alcohol, unauthorized firearms, explosives, or other improper materials. The Village requires the cooperation of all employees in administering this policy. Desks, lockers and other storage devices may be provided for employee convenience but remain the sole property of the Village and employees have no right or expectation of privacy in these storage devices. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the Village at any time, with or without prior notice. The Village also reserves the right to conduct searches and inspections of employees, employees' personal effects or Village-provided materials such as boxes, thermoses, purses, briefcases, desks, computer files, cabinets, file drawers, or packages without notice. If you refuse to submit to a search or are found in possession of prohibited articles you will be subject to disciplinary action, up to and including dismissal. The Village is not responsible for loss of or damage to personal property on the job.

W. ANNUAL DRIVER'S LICENSE REVIEW

All employees who are required to drive either a Village vehicle or their own vehicle in the course of their regular job duties shall provide their Department Manager or Supervisor a copy of their current driver's license on an annual basis. The Village may, at its discretion, periodically review the driving records of any employee who is required to drive in the course of their job duties. Driving infractions may be cause for disciplinary action, up to and including termination from employment with the Village.

CHAPTER 10 INFORMATION SYSTEMS POLICIES

A. ELECTRONIC MAIL – USE OF

The following policy applies to employee use of internal and external electronic mail (e-mail). Employees should be aware that use of e-mail personal messages will be treated no differently than other messages, and may be accessed, reviewed, copied, deleted, or disclosed. Employees should not expect that a message will never be disclosed to or read by others beyond its original intended recipients.

1. The use of e-mail is designed primarily for Village-related purposes.
2. Following are examples of improper uses of e-mail:
 - a. Forwarding confidential internal e-mail outside of the Village's organization unless for a Village purpose.

- b. Adopting or appropriating the identity of another person on any e-mail message, attempting to send e-mail anonymously, or using another person's password.
 - c. Composing e-mail which contains any information or message which is a violation of the Village's personnel policies, including but not limited to those on racial, sexual, or other forms of harassment, or on workplace violence.
 - d. Sending or receiving copyrighted documents or electronic software in violation of applicable copyright laws.
 - e. Sending or receiving material related to personal commercial activity.
 - f. Downloading offensive or illegal material.
3. Improper e-mail use may result in losing access to internet privileges and corrective counseling action up to and including possible dismissal.

B. INTERNAL ELECTRONIC MAIL – CONFIDENTIAL INFORMATION

Illinois law requires that all employees protect the integrity of the Village's confidential information, as well as the privacy of others. Employees must exercise a greater degree of caution in transmitting any confidential information on the e-mail system than with other communications means because of the reduced effort required to redistribute such information. Confidential information should never be transmitted or forwarded to other employees who do not have a business need to know the information. Employees should avoid inadvertently sending confidential information to an improper receiver by avoiding the misuse of distribution lists when sending information and by making sure that any distribution lists used are current. Employees are prohibited from transferring confidential information to persons outside of the Village organization, without first obtaining approval from the employee's Department Head.

Since e-mail may be placed in back-up or other systems not under the employee's control, and may be accessed by employees without a business need to know the information, employees should keep in mind that e-mail may be inappropriate for communicating certain types of confidential information.

C. ELECTRONIC MAIL, VOICE MAIL, AND DATA SYSTEM ACCESS

All electronic systems, hardware, software, temporary or permanent files, and any related systems or devices used in the transmission, receipt, or storage of voice mail, e-mail, or any other communications system are the property of the Village. E-mail and voice mail

messages, along with all other stored data of any type, are considered to be public records under state law, are Village property, and may be retrieved from storage even though they have been deleted by the sender and receiver.

D. INTERNET USE

1. Personal use of the Internet during work hours shall not be permitted. In addition, Internet use must be in compliance with all applicable laws and policies of the federal, state, and local governments and is not to be used for illegal, inappropriate, illicit, or commercial purposes.
2. The Internet offers a wide range of information that some individuals may find obscene or objectionable. Internet users should recognize that the Village has no control over the content of the information on the Internet. For this reason, the Village is not responsible for inappropriate information that is available on the Internet.

E. SOFTWARE USE

Installing, deleting, or in any way altering software on Village computers is prohibited without the express approval of the Assistant Village Manager.

CHAPTER 11 SEPARATION FROM VILLAGE EMPLOYMENT

A. EXIT INTERVIEW

When an employee separates from Village employment, whether by retirement, resignation, or termination, the employee shall be afforded the opportunity for an exit interview with the Village Manager, or with the Assistant Village Manager or Department Head in the Village Manager's absence.

B. RESIGNATION

1. An employee who wishes to leave the Village in good standing shall give written notice of resignation to the Department Head at least ten (10) working days in advance of the desired termination date. The Assistant Village Manager, and Department Heads should provide advance notice of at least fifteen (15) working days where possible. The Village Manager should provide advance notice of at least twenty (20) working days where possible. The Department Head may consent to the employee leaving sooner if department operations permit.

2. Upon resignation, the employee may receive payment for any unused earned vacation days. The employee is not eligible to receive payment for any unused and unearned holidays.
3. Employees may not use more than five (5) days of vacation or earned comp time between the date notice of impending resignation is given and the effective date of resignation without prior approval of the Supervisor.
4. Employees absent without approval for longer than three (3) consecutive days shall be deemed to have resigned.

C. RETIREMENT

Due to the strenuous physical requirements of their positions, Police and Fire employees are required to retire at age 62. In accordance with the Age Discrimination in Employment Act, the Village imposes no mandatory retirement age on other Village employees, except as may be allowed by Federal law or in accordance with a labor agreement.

Regular employees who retire from employment with the Village will be compensated for any unused earned vacation days and compensatory time.

Employees are entitled to a sick leave payout upon retirement (defined as separation from the Village with acceptance into pension fund) of 25% of any accumulated sick leave. Accumulated sick leave does not include days in the catastrophic sick leave bank.

Upon retirement, regular employees are eligible to participate in any Village health plan in effect at the time of retirement and in which the employee was participating at the time of retirement, subject to the terms of and eligibility for the plan. In order to participate, the employee must be eligible to retire with an immediate pension. In the event the employee, spouse, and any other dependents are no longer eligible for this benefit, the provisions of COBRA (Chapter 6 Section D) may apply.

D. RETURN OF VILLAGE PROPERTY

On the last day of employment, the Department Head shall receive from the employee: keys to facilities, identification card, badge, uniform insignia, handbooks, manuals, credit cards, and any and all equipment and supplies which are the property of the Village. The employee shall receive his final paycheck on the next regular payday following the last day of employment upon verification that all items belonging to the Village have been returned and that all outstanding bills (i.e. cell phone bills) have been paid.

Village Board Agenda Memo

Date: January 28, 2020
To: Village President & Board of Trustees
From: Emily Rodman, Assistant Village Manager 
Julia Cedillo, Village Manager 
RE: **Collective Bargaining Agreement – IUOE Local 150**

GENERAL BACKGROUND

The three year Collective Bargaining Agreement between the Village of La Grange Park and the International Union of Operating Engineers Local 150 (IUOE) expired on April 30, 2019. The IUOE represents the employees in the Public Works Department.

Following the expiration of the agreement, the Village discussed with the IUOE the terms of a successor collective bargaining agreement. The Village Board has previously reviewed the salient terms of a three (3) year successor agreement covering the period May 1, 2019, through April 30, 2022, which provides for the following:

Contract Year	Wages	Health
Year 1: May 1, 2019 – April 30, 2020	1.5%	Single: \$733.00/mo. Employee +1: \$1,465.00/mo. Family: \$2,235.00/mo.
Year 2: May 1, 2020 – April 30, 2021	1.5%	Single: \$762.00/mo. Employee +1: \$1,524.00/mo. Family: \$2,324.00/mo.
Year 3: May 1, 2021 – April 30, 2022	1.5%	Not more than a 5% increase to health insurance premiums.

Other provisions of the collective bargaining agreement have been modified, as follows:

- *Section 31. Deductions.* The language was revised to reflect the ability of non-union members to make voluntary contributions.
- *Section 3.2 (eliminated).* The language requiring “fair share” payments for non-members of the union was removed in accordance with the 2018 Janus decision.
- *Section 22.2 Certification Incentive.* The existing compensation of \$625 per license has been modified to reflect the relative value of each type of license to the organization. The proposed structure is as follows: Water Operator License and Arborist License \$825 annually; Pesticide License \$300 annually (upon renewal).

All other provisions of the Collective Bargaining Agreement remain unchanged.

The membership of Local 150 has ratified the collective bargaining agreement. The terms and conditions of the collective bargaining agreement are consistent with the Board's previous review. It is now appropriate for the Board to approve and authorize execution of the agreement.

MOTION/ACTION REQUESTED

This item is for both discussion and action.

Move to approve a "Resolution Authorizing Execution of Collective Bargaining Agreement Between the International Union of Operating Engineers, Local 150 Public Employee Division and the Village of La Grange Park."

STAFF RECOMMENDATION

It is recommended that the collective bargaining agreement be approved.

DOCUMENTATION

- Resolution Authorizing Execution of collective Bargaining Agreement Between the International Union of Operation Engineers, Local 150 Public Employee Division and the Village of La Grange Park
- Collective Bargaining Agreement between Local 150 and the Village of La Grange Park covering the period May 1, 2019 through April 30, 2022

RESOLUTION NO. 20-01

RESOLUTION AUTHORIZING EXECUTION OF "COLLECTIVE BARGAINING AGREEMENT BETWEEN THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150 PUBLIC EMPLOYEE DIVISION AND THE VILLAGE OF LA GRANGE PARK"

WHEREAS, the previous collective bargaining agreement between the Village of La Grange Park and the International Union of Operating Engineers (IUOE), Local 150 Public Employee Division representing the Village of La Grange Park Public Works Department expired April 30, 2019; and

WHEREAS, the Village and IUOE Local 150 representatives negotiated in good faith to draft a replacement collective bargaining agreement that is acceptable to both the Village of La Grange Park and IUOE Local 150; and

WHEREAS, the bargaining unit members from the Village of La Grange Park Public Works Department ratified the agreement on or about January 10, 2020.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of La Grange Park, Cook County, Illinois, as follows:

1. That the Village of La Grange Park hereby approves the "Collective Bargaining Agreement Between the International Union of Operating Engineers, Local 150, Public Employee Division and the Village of La Grange Park" as attached;
2. That the Village President, Village Clerk and Village Manager are authorized to executed the attached agreement.
3. The Village Manger is authorized and directed to take such further actions as she deems necessary and appropriate to implement, administer, and enforce this Resolution.

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois, this 28th day of January 2020.

AYES:

NAYS:

ABSENT:

Approved this 28th day of January, 2020.

James L. Discipio
Village President

Meghan Kooi
Village Clerk

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**THE INTERNATIONAL UNION
OF OPERATING ENGINEERS,
LOCAL 150, PUBLIC EMPLOYEE DIVISION**

-AND-

**THE VILLAGE OF
LA GRANGE PARK**

EFFECTIVE

MAY 1, 2019 through APRIL 30, 2022

COLLECTIVE BARGAINING AGREEMENT

-BETWEEN-

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 150, PUBLIC EMPLOYEE DIVISION**

-AND-

**THE VILLAGE OF LA GRANGE PARK
EFFECTIVE MAY 1, 2019 THROUGH APRIL 30, 2022**

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AGREEMENT

This Agreement has been made and entered into by and between the Village of La Grange Park, Illinois, (hereinafter referred to as the "Village") and the International Union of Operating Engineers, Local 150 (hereinafter referred to as the "Union") in a mutual effort to promote sound labor and management relations, to achieve full recognition for the value of employees and the vital and necessary work they perform, and to provide the best possible services for the citizens of La Grange Park. Both parties in accepting this contract recognize the mutual responsibilities of such an agreement and will expend all efforts necessary to maintain efficient and equitable working relationships.

ARTICLE I RECOGNITION

SECTION 1.1: RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois State Labor Relations Board in Case No. S-RC-03-029:

INCLUDED: All full time and part time employees in the following classifications: Maintenance Worker I & II, Water Plant Operator, Mechanic and Crew Foreman.

EXCLUDED: All other employees.

SECTION 1.2: NEW CLASSIFICATIONS

The Employer shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit. Any disputes regarding the appropriateness of inclusion of the new classification in the bargaining unit shall be resolved through the processes of the Illinois Labor Relations Board.

In the event there is a need for the establishment of new classifications, including rates of pay, there will be a meeting for the purpose of establishing such classifications and rates by mutual agreement. Where agreement is not reached by the time must be started, the employer may start work at the rate it believes proper. If the rate mutually agreed upon differs from that established by the employer, such rate shall be retroactive to the start of work in the new classification. If the parties fail to agree upon such a rate within thirty (30) days of the start of work in the classification, the Union may appeal directly to arbitration within the next thirty (30) consecutive calendar days, provided that the sole issue before the arbitrator shall be whether the rate established by the Employer is unreasonable.

ARTICLE II
UNION REPRESENTATION

SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS

The parties acknowledge the general principle that working time is for work. Union activities within Employer facilities shall be restricted to administering this Agreement. The stewards or his/her designees shall ask for and obtain permission before leaving his/her job in order to conduct Union business. The Stewards or his/her designees will ask for and obtain permission from the department head of any employee with whom he/she wishes to carry on Union business.

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to provided, however, that the Union representatives give prior notice to the Public Works Director where practicable, and there is no interruption of the Employer's working schedule.

SECTION 2.2: UNION BULLETIN BOARDS

The Village shall provide one Union bulletin board at the Public Works facility. The Board shall be for the sole and exclusive use of the Union, and shall be separate from other Village bulletin boards. Postings shall not contain political matter involving the Village or be inflammatory in nature, and a copy of each posting shall be provided to the Director of Public Works.

SECTION 2.3: UNION STEWARDS

The Union shall designate two (2) duly authorized bargaining unit representatives as the Stewards and will provide written notice to the Village to identify the Stewards.

SECTION 2.4: TIME OFF FOR UNION ACTIVITIES

Union Stewards shall be allowed time off without pay for legitimate Union business, such as Union meetings and State or International conventions, provided such representative tenders his/her request to his/her supervisor reasonably in advance of such absence. Approval of such requests shall not be unreasonably denied. The employee may utilize any accumulated time off (Holiday, Personal, Vacation Days, etc.) in lieu of the employee taking such without pay.

ARTICLE III
DUES CHECKOFF AND INDEMNIFICATION

SECTION 3.1: DEDUCTIONS

Upon receipt of a written authorization form submitted by a member of the bargaining unit, the Village agrees to deduct the membership dues, assessments or fees (hereafter "dues") of any member of the bargaining unit from his/her pay or any voluntary authorized fair share payments

for non-dues paying members. Such deduction shall be remitted to the Union at the address designated by it. Such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a twice monthly basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date. The Union shall certify the current amount of Union deductions.

SECTION 3.2: INDEMNIFICATION

The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village in complying with the provisions of this Article, or in reliance on any written check off authorization furnished under any of the provisions of this Article.

ARTICLE IV MANAGEMENT RIGHTS

SECTION 4.1. MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, The Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following:

- a) To plan, direct, control and determine all the operations and services of the Village;
- b) To supervise and direct the working forces;
- c) To establish the qualifications for employment and to employ employees;
- d) To schedule and assign work;
- e) To establish work and productivity standards and, from time to time, to change those standards;
- f) To assign overtime;
- g) To determine the methods, means, organization and number of personnel by which such operations and services are to be made or purchased;
- h) To make, alter, and enforce reasonable rules, regulations, orders and policies;
- i) To transfer, assign and evaluate employees;
- j) To discipline, suspend and discharge employees for just cause (probationary employees without cause);
- k) To change or eliminate existing methods, equipment or facilities;

- l) To contract out for goods and services;
- m) To establish, implement and maintain an effective internal control program;
- n) To increase, reduce or change modify or alter the composition of the work force, including the right to reduce its work force because of lack of work or funds or other appropriate reasons;
- o) To determine the overall budget; and
- p) To carry out the mission of the Village;

provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE V
HOURS OF WORK AND OVERTIME

SECTION 5.1: APPLICATION OF ARTICLE

The Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week or per year.

SECTION 5.2: WORKDAY AND WORKWEEK

The normal workday for all full time employees is eight (8) consecutive hours and the normal workweek is forty (40) hours.

SECTION 5.3: NORMAL WORK SCHEDULES

- A. The normal working schedules for bargaining unit employees follow:
 - 7:00 a.m. - 3:30 p.m., Monday through Friday
- B. Employees shall be required to report, ready for work, to the Public Works Building at the beginning and end of each shift for departmental communications and to punch in and punch out, as applicable.
- C. During the winter months, the Village may implement its “Winter Operations Plan” on an as-needed basis. A copy of the Winter Operations Plan is attached to this Agreement as Appendix B. To the extent the staffing and scheduling requirements of the Winter Operations Plan conflict with this Agreement, the terms of the Winter Operations Plan shall supersede and be given effect.
- D. The Village reserves the right to adjust schedules on a temporary basis (not to exceed two (2) weeks), provided it gives the Union five (5) working days’ notice of such change, whenever practicable.

SECTION 5.4: LUNCH/REST PERIOD

- A. Bargaining unit employees shall be granted a one-half (1/2) hour (unpaid) meal break (a) near the mid-point of each work shift, and (b) (if applicable) after four (4) hours of overtime, provided that work sites will not be left unattended. Said break period shall include employees' clean up time, if any.
- B. Bargaining unit employees shall be granted two (2) fifteen (15) minute paid breaks during the work shift.
- C. Employees shall be on the work site and ready to work up to the beginning, and at the end, of their break periods.
- D. When the heat index is one hundred five (105) degrees or higher, members not working in an air-conditioned area shall be permitted a five (5) minute break on the jobsite every hour.

SECTION 5.5: LIMIT ON REQUIRED OVERTIME

Bargaining unit employees are not required to work more than sixteen (16) hours in a twenty-four (24) hour period, without having an opportunity for at least a minimum of eight (8) hours' rest. The only exceptions to this rule are in situations of emergency, as reasonably determined by the Village. An employee may be permitted to work beyond a sixteen (16) hour period as previously described with supervisor permission if, in the supervisor's opinion, the employee is mentally alert and shows few visible signs of exhaustion or fatigue. Employees who inadvertently work beyond sixteen (16) hours without supervisory approval will not be disciplined.

SECTION 5.6: OVERTIME COMPENSATION

Except as otherwise provided in this Agreement, an employee shall be paid overtime pay at the rate of one and one-half (1.5) times his regular hourly rate of pay for all hours worked in excess of forty (40) hours in one week. For purposes of this Article, "hours worked" shall be defined to include all compensated hours. Overtime shall be assigned as needed by the Director of Public Works or his designee(s) pursuant to this Article V. Except for the employee on call, all overtime must be approved prior to working by the division supervisor, or in his absence, the Director. Employees shall be paid double time for all hours worked on Sundays and Holidays.

SECTION 5.7: OVERTIME DISTRIBUTION

The department head or his designee(s) shall have the right to require overtime work. Employees may not refuse overtime assignments, except for good cause shown. The department head or his designee(s), as a general rule, shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work, provided that, if there are more volunteers than are required for the job, opportunities will be distributed as more fully discussed below. The department head or his designee(s) will try to make overtime assignments within the job classification that normally performs the work in which the overtime is needed. To the extent that employees' skills are interchangeable, the department head or his designee shall assign

overtime on a rotational seniority basis to equalize overtime opportunities within the bargaining unit. For overtime work that has traditionally been performed by all members of the Public Works Department, reasonable efforts will be made to equalize overtime opportunities. However, specific employees may be selected for special assignments based upon specific skills, ability and experience.

Part-time or non-bargaining unit personnel shall not be used to diminish bargaining unit members' regular hours of work as more fully described in Section 5.3.A. above.

SECTION 5.8: CALLBACK

A "callback" is defined as an official assignment of work, which does not continuously precede or follow an employee's regularly scheduled working hours. Callbacks shall be compensated for at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, beginning when the employee arrives at the work site. There shall be a guaranteed minimum of two (2) hours' pay at the overtime rate for each callback. Automotive mechanics shall only be called back to perform mechanic duties and snow/ice service.

SECTION 5.9: PYRAMIDING

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. This means an employee may not receive compensation under this Agreement in addition to any other source for any hours logged as a public works employee; if the employee is working for another employer or Village Department, he/she must be "off the clock."

SECTION 5.10: ON-CALL DUTY

On-call duty shall be fulfilled by one (1) employee that will carry a Village issued wireless telephone while on-call. On-call duty shall rotate amongst those bargaining unit members who sign up for on-call duty. Failure to sign up for on-call duty shall not be grounds for discipline. If no volunteers sign up for on-call duty the Director of Public Works may assign on-call duty status on a rotating basis starting with the least senior employee. Employees assigned to on-call duty status for the week long period shall receive on-call pay at the rate of two (2) hours of overtime pay per week. The employee assigned to on-call duty status must respond to each call, and failure to respond may be deemed absence from work and may preclude the employee from receiving on-call pay under this Section. Employees may trade on-call duty assignments, so long as they provide prior notice to the Department Head or his designee. Employees assigned to on-call status shall have twenty (20) minutes to respond to a call and one (1) hour to report to work. Employees who are issued Village wireless telephones shall be charged for reasonable personal phone calls.

Employees who are not assigned to on-call duty status may be contacted for overtime if additional personnel are needed and shall be compensated in accordance with Section 5.8 above. Refusal to work call-out overtime shall not be grounds for discipline.

During Winter Operations, all members shall be paid one (1) hour of overtime pay per week for being on-call for snow and ice control during the twenty (20) week snow season. The

employee assigned to on-call duty status shall not receive the Winter Operations on-call overtime during his assigned on-call week. Employees who fail/refuse to respond to callouts for Winter Operations shall be ineligible for on-call pay under this paragraph during the affected workweek.

SECTION 5.11: COMPENSATORY TIME

Employees who are entitled to overtime pay may elect to receive compensatory time, accrued at the appropriate overtime rate, in lieu of overtime pay. An employee who has accrued compensatory time may make requests for time off in a minimum of one-half (½) day increments or less, subject to the rule of reason and department operating needs. The employee shall provide twenty-four (24) hour advance notice for any use of comp time, or less subject to operating needs. Such time off will be approved subject to departmental needs. Comp time may be approved in hourly increments when requested for use at the end of a shift, subject to department operating needs. Compensatory time cannot be accumulated beyond one hundred twenty (120) hours.

ARTICLE VI **SENIORITY**

SECTION 6.1: SENIORITY DEFINED

The term “seniority” shall refer to and be defined as the continuous length of service or employment from the date of last hire as a full-time employee with the Village’s Public Works Department. Employees hired on the same date will be ranked in order of seniority alphabetically based on their last name. Seniority accrues retroactively after completion of the probationary period set forth below.

SECTION 6.2: BREAKS IN CONTINUOUS SERVICE

An employee’s employment with the Village shall be considered terminated and his seniority broken when he:

- a) Quits;
- b) Is discharged for just cause (probationary employees without regard to just cause);
- c) Is laid off pursuant to the provisions of the applicable Agreement for a period of two (2) years;
- d) Retires;
- e) Fails to report to work at the conclusion of an authorized leave of absence or when fit to return to duty after a medical leave as determined by the employee’s doctor;
- f) Is laid off and fails to report to work within fifteen (15) work days of being recalled;
- g) Fails to report to work or notify the Village during an absence of three (3) consecutive work days unless the employee is unable to do so for reasons beyond his control, which could not be reasonably anticipated or planned for.

If an employee has been separated from his/her employment with the Village for any reason except (b) above, and has been re-hired within six (6) months of such separation, such employees' time in service shall be "bridged", *i.e.*, aggregated, but the time between periods of employment shall not be counted for seniority, benefit accrual or any other purposes.

SECTION 6.3: SENIORITY LIST

Once each year the Employer shall post a seniority list for each department showing the seniority of each employee. A copy of the seniority list shall be furnished to the Union when it is posted. The seniority list shall be accepted and final thirty (30) days after it is posted, unless protested by the Union or an employee.

SECTION 6.4: PROBATIONARY EMPLOYEES

An employee is probationary for the first six (6) months of employment. A newly-hired full-time employee who has previous experience working with the Village as a part-time employee shall be credited with one-half of their prior service as time served on their probationary period, provided that the maximum credit such an employee shall receive is three (3) months. Time absent from duty shall not apply toward satisfaction of the probationary period. A probationary employee shall have no recourse to the grievance procedure.

A probationary employee shall have no seniority, except for purposes of bidding for scheduled time off, pursuant to this Agreement, until he/she has completed the required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment.

An employee who is promoted from one bargaining unit position to another under this Section 6.4 shall be considered to be "on probation" in their new position for a period of six (6) months; this six (6) month probationary period may be extended by the Village for the length of time necessary for the employee to obtain the necessary qualifications for the job (including the occurrence of a family or a similar emergency situation which may, for example, make it impossible for an employee to obtain a necessary license). If an employee who has been promoted under this Section 6.4 at any time simply cannot perform the job during the six (6) month probationary period in the judgment of the Director of Public Works (as opposed to disciplinary conduct, for example), then the employee will be demoted to his/her prior position in the appropriated wage rate and the most junior employee in that position will be laid off if the Village believes a layoff is necessary or appropriate.

ARTICLE VII FILLING OF VACANCIES

SECTION 7.1: PERMANENT VACANCY

A permanent vacancy is created when the Village determines to increase the work force or to fill a new position(s) or when any of the following personnel transactions take place within the

bargaining unit: terminations, promotions, resignations or demotions, and the Village does not eliminate the position through attrition.

SECTION 7.2: POSTING

Whenever a permanent vacancy occurs in an existing bargaining unit job classification or as a result of the development or establishment of new bargaining unit job classifications, a notice of such vacancy shall be posted on all bulletin boards for ten (10) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

SECTION 7.3: FILLING OF VACANCIES

When a vacancy occurs in the bargaining unit, the Village will fill the vacancy by selecting the most qualified applicant for the vacancy. The "most qualified applicant" shall be defined as the one who has, overall and in the sole discretion of the Village, the greatest skills and experience among those filing timely applications to fill the vacancy. When skills and abilities are equal as between two (2) applicants for a position, the Village agrees that, in filling the vacancy, an applicant from within the bargaining unit shall have precedence over an applicant from outside the bargaining unit, and that an employee-applicant with greater seniority shall have precedence over an employee-applicant with lesser seniority.

SECTION 7.4: CROSS -TRAINING

In order to maximize employee skill and in an effort to provide improved service, the Village will continue to maintain its cross-training program for all bargaining unit employees.

ARTICLE VIII LAYOFF AND RECALL

SECTION 8.1: DEFINITION AND NOTICE

The Village in its discretion shall determine whether layoffs are necessary and shall determine which positions or classifications will be subject to layoff. The Village shall give the Union as much notice as possible, but not less than forty-five (45) days' notice, of any layoffs, and an opportunity to bargain, if the Union requests.

SECTION 8.2: GENERAL PROCEDURES

If it is determined by the Village that layoffs are necessary in any classification covered by this Agreement, any non-full-time employees in the affected classification shall be laid off first, followed by probationary employees in the affected classification, and then followed by the least senior full-time employees in the classification in inverse order of their seniority.

SECTION 8.3: RECALL OF LAID-OFF EMPLOYEES

Laid off employees shall be placed on a recall list for a period equivalent to two (2) years. If there is a recall in the employee's job classification, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they will be recalled without additional training or if they could become qualified within ten (10) work days of training and experience. Employees on layoff who are recalled to work shall maintain the seniority they accumulated before the layoff. Employees who are eligible for recall shall be given ten (10) work days' notice of recall commencing upon the date of delivery of the recall notice at the employee's last address on file with the Village by certified mail, return receipt requested. The recalled employee shall report for duty within ten (10) work days following receipt of the recall notice, provided the employee has responded to the notice, by telephone or other means, to inform the Village of his/her intent to return within five (5) calendar days of his receipt of the notice. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation of the employee to provide the Village with his current address. If an employee fails to timely report for duty following receipt of a recall notice, his name shall be removed from the recall list.

ARTICLE IX **DISCIPLINARY PROCEDURES**

SECTION 9.1: JUST CAUSE

The Village agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause (for non-probationary employees). Discipline shall not include routine verbal job counseling, without any documentation to the employee's file. Discipline may include, but shall not be limited to, the following:

- A. Oral warning with documentation of such filed in the employee's personnel file;
- B. Written reprimand with copy of such maintained in the employee's personnel file, with a copy delivered to the Union;
- C. Suspension without pay with documentation of such maintained in the employee's personnel file, with a copy delivered to the Union;
- D. Discharge, with documentation of such maintained in the employee's personnel file, with a copy delivered to the Union.

One or more steps may be skipped, and discipline may be imposed at higher levels, where the severity of the offense warrants it. Notice of disciplinary action shall be given to the employee not later than ten (10) working days following conclusion of the Department Head's (or his designee's) investigation into the matter, and the employee shall be afforded the opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the supervisor's action and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for

such action. Furthermore, upon the request of the employee, a representative of the Union (Steward) shall be allowed to be present at and participate in the discussion.

SECTION 9.2: RIGHT TO REPRESENTATION

Prior to any pre-disciplinary investigatory interviews with the employee, the employee shall be informed of his/her rights to Union representation due to the fact that disciplinary action may be taken.

SECTION 9.3: REMOVAL OF DISCIPLINE RECORDS

The parties agree that oral and/or written reprimands, having been reduced to writing and placed in the employee's file, shall be removed if the employee does not receive further discipline for similar types of offenses for a period of twenty-four (24) consecutive months. All such expungements shall be pursuant to a written request by the employee to the department head.

ARTICLE X PERSONNEL RECORDS

The personnel record is available during regular business hours for an employee and/or his/her designee to review. An employee will be granted the right to inspect his/her personnel and/or medical records during working time no more than two (2x) times per year. An employee may obtain a copy of his/her record upon request to the department head.

ARTICLE XI GRIEVANCE PROCEDURE

SECTION 11.1: GRIEVANCE DEFINED

A "grievance" is defined as any alleged violation of an expressed term of this Agreement.

SECTION 11.2: GRIEVANCE STEPS

A grievance filed against the Village shall be processed in the following manner:

Informal Pre-Step: Oral Discussion with Supervisor

Within three (3) calendar days of the event giving rise to the grievance or of the day when the grievant, through normal diligence, should have become aware of the occurrence, an employee or Union representative who has a grievance may attempt to resolve the grievance orally with the employee's supervisor. If no such informal resolution is attempted or achieved, the employee or Union representative may file and process a formal grievance in accordance with the following steps and limitation periods.

Step 1 –

Except as otherwise provided below, an employee or Union representative who has a grievance shall submit the grievance in writing to the Director of Public Works specifically indicating that it is a grievance under this Agreement. The grievance shall contain a complete statement of the facts giving rise to the grievance, the provision(s) of this Agreement, which are alleged to have been violated, and the relief requested. All grievances must be presented no later than five (5) calendar days after the end of the informal pre-step period specified above, but no later than seven (7) calendar days from the date of occurrence of the event giving rise to the grievance or seven (7) calendar days from when the grievant, through normal diligence, should have become aware of the occurrence. The Director of Public Works shall render a written response to the grievant and the Union within seven (7) calendar days after the grievance is presented or within seven (7) calendar days of any meeting between the parties if such a meeting is called by the Director of Public Works. Should a meeting be called, it shall be scheduled through mutual agreement between the Director of Public Works and the Local 150 business representative. The grievant, Union Steward and business representative, along with the Director of Public Works, shall be permitted to attend all grievance meetings.

Step 2 –

In the case of a grievance involving a suspension without pay or an involuntary termination, the affected employee or the Union may elect to file the grievance directly at Step 2. Such a grievance must be filed no later than seven (7) calendar days from the date of occurrence of the event giving rise to the grievance or seven (7) calendar days from when the grievant, through normal diligence, should have been aware of the occurrence. In the case of a grievance filed at Step 1, if the grievance is not settled at that step and the employee or the Union, if a Union grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Village Manager within seven (7) calendar days of receipt of the response in Step 1. The grievance in Step 2 shall specifically state the basis upon which the grievant believes that the grievance was improperly denied at the previous step in the grievance procedure. The Village Manager or his/her designee shall investigate the grievance, and if he deems appropriate during the course of such investigation, shall offer to discuss the grievance with the grievant, Union Steward and an authorized business representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Village Manager shall provide a written answer to the Union, within seven (7) calendar days of the receipt of the grievance at Step 2 or within seven (7) calendar days of any meeting between the parties if such a meeting is called. If a settlement is reached, it shall be reduced to writing and signed by the parties.

Step 3 –Arbitration –

If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance, it may refer it to arbitration, as described below, within seven (7)

calendar days of receipt of the Village Manager's written answer provided in Step 2.

- a) The parties shall attempt to agree upon an arbitrator and a joint statement of the issue or issues. In the event that the parties are unable to agree upon an arbitrator within ten (10) calendar days after receipt of the notice of referral to an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members in good standing of the National Academy of Arbitrators. The parties shall alternatively strike names from the list until only one (1) name remains. The Union shall strike the first name from the first list, and the parties shall alternate first strikes thereafter. The arbitrator shall be notified of his selection by the parties and requested to set up a time and a place for the hearing subject to the availability of the representatives of the Village and the Union. More than one grievance may be submitted to the arbitrator where both parties mutually agree in writing.
- b) The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation of a specific provision(s) of this Agreement. The arbitrator shall be empowered to determine the issue(s) raised by the grievance as submitted in writing at the third step or any other issue raised by the Union prior to the request to proceed to arbitration. The arbitrator will have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award, which is contrary to or inconsistent with any applicable laws or rules and regulations of administrative bodies that have the force or effect of law. Any decision or award of the arbitrator rendered within the limitations of this Article shall be final and binding upon the Village, the Union and the employees covered by the Agreement.
- c) The fees and expenses of the arbitrator and the cost of a court reporter, if any, shall be divided equally between the Village and the Union; provided, that each party should be responsible for compensating its own representatives and witnesses, and each party shall pay for any transcript it may order.
- d) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

SECTION 11.3: TIME LIMITS

Time limits for filing, appealing or responding to grievances may be extended by express agreement between the Village and the Union. If a grievance is not filed or appealed within the time limits specified in this Article, the grievance shall be deemed to have been waived. If the Village or any of its representatives fails to respond within the required time limits, the grievance shall automatically be moved to the next step. The Village must, however, provide a written response at Step 2.

SECTION 11.4: GRIEVANCE DISCUSSIONS AND INVESTIGATIONS

All grievance discussions and investigations shall take place at mutually agreeable times and in a manner, which does not interfere with the Village operations. If mutually agreed-upon times occur during an employee's duty shift, the employee shall be allowed to attend such meeting without loss of pay. An employee's attendance at such meetings shall not occasion the payment of overtime.

SECTION 11.5: GRIEVANCE FORMS

The written grievance required under this Article shall be on a form, which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

ARTICLE XII HOLIDAYS

SECTION 12.1: PAID HOLIDAYS

All permanent, full time bargaining unit employees shall receive the following paid holidays:

1. New Year's Day
2. President's Day
3. The Friday before Easter (one-half (1/2) day)
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. The Friday after Thanksgiving
9. Christmas Eve Day
10. Christmas Day
11. Floating Holiday (to be scheduled subject to departmental needs)

SECTION 12.2: SPECIFIC APPLICATIONS

- A. All holidays shall be observed from 12:01 a.m. to 11:59 p.m. If a holiday falls on a weekend, Saturday holidays (other than Christmas) shall be designated as Friday off and Sunday holidays (other than Christmas Eve) shall be designated as Monday off.
- B. Newly-hired full-time employees are immediately eligible for holiday pay.

- C. In the event an employee does not work the scheduled day before or the day after the holiday, the employee will be ineligible to receive holiday pay, unless the absence is for good cause shown.

SECTION 12.3: HOLIDAY PAY

All full-time employees who are not required to work on the holiday shall receive eight (8) hours' pay for each holiday. Employees who work on a holiday (including the actual or observed Christmas Holiday) shall be compensated at two-times (2x) their regular hourly rate for hours actually worked on the holiday, with a minimum guarantee of two (2) hours' work or pay, plus eight (8) hours' holiday pay.

SECTION 12.4: SAFETY INCENTIVE DAY

Each employee shall be granted one safety incentive day per year if he/she has not had an avoidable accident (as defined in accordance with the Village Personnel Manual adopted April 8, 2003) within the previous calendar year.

**ARTICLE XIII
VACATIONS**

SECTION 13.1: VACATION TIME OFF

Full-time bargaining unit employees shall earn paid vacation days on a monthly basis in accordance with the following schedule:

<u>Years of Completed Continuous Service</u>	<u>Length of Vacation</u>
1 – 6 years	80 hours (6.67 hrs./mo.)
6+ – 12 years	120 hours (10.0 hrs./mo.)
12+ - 20 years	160 hours (13.33 hrs./mo.)
20+ years	200 hours (16.67 hrs./mo.)

SECTION 13.2: VACATION USAGE

- A. When a holiday falls during an employee's scheduled vacation period, the employee will not be charged with a vacation day for the day when the holiday is observed.
- B. Vacation days must be taken in no less than four (4) hour increments.
- C. Vacation days must be used during the year after the anniversary date in which they are earned. The Director of Public Works may exempt employees from this requirement and allow a carryover of vacation days for up to six (6) months following the employee's next anniversary date.

- D. No vacation days may be earned in any month in which the employee receives no compensation.
- E. The maximum amount of time permitted off from work for vacation shall be two (2) weeks (eighty (80) consecutive work hours) at a time.

SECTION 13.3: VACATION SELECTION

Vacation for bargaining unit employees shall be scheduled in the following manner:

- A. Bargaining unit members' vacation year for scheduling purposes runs from April 1st to the next March 31st.
- B. The Director of Public Works shall establish an annual "pick period" from January 1 to March 31, during which time pick requests of up to 2 weeks' vacation will be honored in order of seniority.
- C. After March 31st, vacation pick requests will be honored on a "first-come-first-served" basis. Employees seeking to add a third week to an existing scheduled vacation may do so if the week is available at the time of the request, after 3/31.

Grants of requests for vacation leave shall be based upon the department's operational needs and shall not be unreasonably withheld. In all cases, vacation days must be requested no less than forty-eight (48) hours in advance, provided that, in cases of exigent circumstances, the Department Head may grant requests with less than 48 hours' notice, if mutually agreeable to the employee and the Department Head.

SECTION 13.4: ACCUMULATED VACATION AT SEPARATION

Upon separation, an employee shall be paid for all unused, accrued vacation time based on the employee's regular rate of pay at the time of separation. Requests for previously unscheduled vacation leave shall not be granted after an employee's tender of notice of his/her resignation.

ARTICLE XIV
SICK LEAVE

SECTION 14.1: ACCRUAL AND ACCUMULATION

Employees shall accrue sick leave at the rate of one (1) day per month, up to twelve (12) days per year, with a maximum accumulation of one-hundred twenty (120) days (960 hours). Any employee retiring after twenty years of service or duty-related disability is entitled to receive payment for 25% of accumulated sick leave. No sick leave days may be accrued in any month in which the employee receives no compensation.

SECTION 14.2: SICK LEAVE USE

Sick leave may be granted in a minimum of one (1) hour blocks for any of the reasons listed below:

- a) Incapacitation due to the employee's illness, injury or disability;
- b) Personal medical or dental appointments which cannot be scheduled outside of the regular work schedule;
- c) An employee may request paid sick leave for extenuating circumstances from the department head;
- d) Family illness which requires the employee's presence.

SECTION 14.3: SICK LEAVE REQUESTS

Each employee requesting a sick day is required to notify the Director of Public Works, or his designee(s) of the need for such leave, and the nature of its use, as soon as possible before his/her scheduled starting time.

SECTION 14.4: PHYSICIAN'S CERTIFICATE/PHYSICAL EXAMINATION

- A. When an absence is three (3) days or more, a physician's certificate will be required upon return to work. If a physician's certificate is not supplied, the time will be charged to leave without pay. Any cost of the physician's certification shall be borne by the employee.
- B. Should an employee require five (5) consecutive sick days or more, the employee must furnish a current report from the attending physician indicating prognosis and anticipated length of illness or injury. The employee may also be required to have a physical examination by a physician chosen and paid for by the Village to determine length of time the employee will be unable to report to work.

SECTION 14.5: CATASTROPHIC LEAVE

Employees who have reached the maximum sick leave accumulation shall place additional sick leave days into a "catastrophic sick leave bank". Once employees have reached the maximum sick leave accumulation, they will receive one (1) additional day of sick leave for every four (4) sick days earned but not used in any given fiscal year. The days placed into the catastrophic sick leave bank may only be used if all other sick leave has been exhausted. Days accumulated in the bank will not apply to separation benefits.

SECTION 14.6: PENSION BENEFIT AT RETIREMENT

At retirement, an employee's sick leave days may be credited as days worked for purposes of pension benefits, pursuant to rules of the Illinois Municipal Retirement Fund. For the purposes of this Section 14.6 only, employees shall be permitted to accrue unlimited sick leave days.

ARTICLE XV
LEAVES OF ABSENCE

SECTION 15.1: FUNERAL LEAVE

Funeral leaves of up to three (3) consecutive workdays per incident, including the date of the funeral services, shall be granted with pay due to a death in a full time employee's immediate family.

- A. Requests for funeral leave are not granted automatically, and the employee may be required to provide proof of death and/or relationship to the deceased.
- B. Immediate family is defined as current husband, current wife, father, mother, stepfather, stepmother, father-in-law, mother-in-law, son, daughter, step-son, step-daughter, son-in-law, daughter-in-law, brother, sister, step-brother, step-sister, adopted child, grandchild, grandparent, spouse's grandparents, uncle, aunt, niece or nephew. Should an employee require additional time off, the Employer may allow the employee to use vacation or compensatory time for good cause shown.

SECTION 15.2: JURY DUTY LEAVE

An employee will be paid his regular compensation for time spent on jury duty but will not be entitled to travel expenses for jury duty. Employees are expected to return to work directly after release from jury duty.

SECTION 15.3: MILITARY LEAVE

Military leave shall be afforded to affected employees in accordance with applicable state and federal law. This leave shall not be charged against vacation or sick leave. An employee must give notice to the Director of Public Works as soon as he is notified of his call to duty.

SECTION 15.4: FAMILY AND MEDICAL LEAVE

- A. Pursuant to the *Family and Medical Leave Act of 1993*, employees who have worked for the Village for at least twelve (12) months and have worked one thousand two hundred fifty (1,250) hours over the twelve (12) months preceding the commencement of the requested leave, are eligible for up to twelve (12) weeks total of leave per twelve (12) month period (defined as a rolling 12 month period counted backwards from the day an employee takes such leave) for child care associated with the birth, adoption, or foster care of a child, or a serious health condition of an employee or immediate family member.
- B. An immediate family member is an employee's spouse, child, or parent. A child is defined as one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster, or stepchild under the age of eighteen (18), or otherwise incapable of self-care because of a documented mental or physical disability.

- C. The Village may require certification or documentation from a health care provider for leave based on a serious health condition for either the employee or an immediate family member. Upon return to work from leave for the employee's serious health condition, a fitness for duty certification from the treating physician will be required.
- D. Employees should provide the Village with at least thirty (30) days' notice of anticipated Family Medical Leave, where possible.
- E. An employee is required to use all accrued Sick Leave, followed by Vacation Leave, Floating Holiday, and Safety Incentive Day before taking unpaid Family Medical Leave. However, the employee may reserve up to five (5) days of Vacation Leave for later use if desired. Time off taken as sick, vacation, or other leave which is attributable to a serious health condition for the employee will run concurrently with Family Medical Leave and will count toward the twelve (12)-week entitlement described in this chapter.
- F. Health benefits will be maintained during a Family and Medical Leave under the same conditions as if an employee continued to work. During the leave, the employee is responsible for his/her portion of all health premiums that he/she would normally pay. In the event an employee does not return to Village employment after taking leave, the Village may recapture the cost of any health insurance premiums paid by the Village for the employee's benefit during the unpaid portion of the leave. Upon return from Family Medical Leave, an employee will be reinstated to the same or equivalent position, in accordance with FMLA.
- G. If an employee is unable to return to work after exhausting Family Medical Leave, he may be terminated from Village employment, in accordance with FMLA.

ARTICLE XVI
INSURANCE

SECTION 16.1: HEALTH AND DENTAL INSURANCE

Effective upon execution of this Agreement, the Employer shall provide bargaining unit employees health insurance through the Midwest Operating Engineers Local 150 Health and Welfare Fund, and such employees will not participate in or be eligible for health insurance coverage under the Employer's group health insurance plan during the term of this Agreement. New employees will be covered on the first date of hire. During the term of this Agreement, the Village will contribute the following amounts to the Union Plan for such insurance coverage for the covered employees:

Effective May 1, 2019:

Single Coverage	\$733.00
Employee + 1 Coverage	\$1,465.00
Family Coverage	\$2,235.00

Effective May 1, 2020:

Single Coverage	\$762.00
Employee + 1 Coverage	\$1,524.00
Family Coverage	\$2,324.00

Effective May 1, 2021 it is agreed that the health insurance rates for the coverage options set forth above shall increase by no more than five percent (5%).

All three (3) coverage options shall be available to unit members through the term of this Agreement.

SECTION 16.2: LIFE INSURANCE

During the term of this Agreement, the Village will provide bargaining unit employees with the same life insurance coverage and benefits that are in effect as of May 1, 2009 for the Village's non-Union employees.

ARTICLE XVII SAFETY

The Village and its employees are expected to conduct themselves and to perform work in a manner consistent with safe practices and applicable safety laws. In the event an employee reasonably and justifiably believes that his health and safety are in danger due to unsafe working conditions or equipment, he shall immediately inform a supervisor who shall have the responsibility to determine what action, if any, shall be taken, including whether the job should be continued or working conditions should be modified.

ARTICLE XVIII LABOR-MANAGEMENT MEETINGS

SECTION 18.1: LABOR-MANAGEMENT CONFERENCES

The Union and the Village mutually agree that, in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Village representatives when appropriate, but not less frequently than quarterly. Such meetings shall be scheduled within one week of either party submitting an agenda to the other, or at a time mutually agreed upon by the parties, and shall be limited to:

- a) Discussion of the implementation and general administration of this Agreement;
- b) A sharing of general information of interest to the parties;
- c) The identification of possible health and safety concerns.

A Union representative and/or Union Steward may attend these meetings. The Village may assign appropriate management personnel to attend.

SECTION 18.2: PURPOSE

It is expressly understood and agreed that Labor/Management meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Village representative, and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees.

ARTICLE XIX
UNIFORMS AND EQUIPMENT

SECTION 19.1: UNIFORMS

To the extent the Village requires the employees to wear uniforms and/or uniform apparel, such uniforms shall be provided by the Village.

SECTION 19.2: PROTECTIVE CLOTHING AND SAFETY EQUIPMENT

The Village shall provide all necessary items of protective clothing and safety gear, other than safety shoes/boots, pursuant to prior practice and procedure. The Village shall continue to provide employees with one pair of safety shoes/boots per contract year, through the Village's existing vendor/reimbursement system. Jackets/outerwear shall be provided through the same system, and on the same annual basis. Safety equipment authorized by the Village must be used while on duty.

SECTION 19.3: PRESCRIPTION SAFETY EYEGLASSES

The Village shall reimburse employees for the reasonable costs of the purchase of one (1) pair of safety prescription eyeglasses during the term of this Agreement.

ARTICLE XX
NON-DISCRIMINATION

Both the Village and the Union agree not to discriminate against any employee covered by this Agreement with regard to employment, tenure or condition of employment on the basis of race, sex, creed, religion, color, age, national origin, mental and/or physical handicap. Neither the Village nor the Union shall discriminate in any way against any employee on account of his Union activity or his refraining from such activity. Employees and/or the Union asserting a violation of this Article may process a grievance up to but not including arbitration. Employees and/or the Union who are dissatisfied with the disposition of grievances under this Article may seek redress before the appropriate federal, state or administrative agency.

ARTICLE XXI
NO STRIKE/NO LOCKOUT

SECTION 21.1: NO STRIKE

Neither the Union nor its agents or employees, nor any employees covered by this Agreement, agents or employees of the Union will call, initiate, authorize, participate in, sanction, encourage or ratify any strike, sympathy strike, slowdown, work stoppage, picketing or concerted interference with any matters involving the Village or its agents, regardless of the reason for so doing, where such work interruption will result in deprivation of public services. This provision shall not require any bargaining unit employee to cross a lawful picket line.

SECTION 21.2: CONSEQUENCES OF A STRIKE

- A. Resumption of Operations and Union Liability. In the event of action prohibited by Section 21.1 above, the Union and any stewards appointed under this Agreement immediately shall disavow such action and request the employees to return to work, and shall use their best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.
- B. Discipline of Strikers. Any employee who violates the provisions of Section 21.1 above shall be subject to discipline, including immediate discharge. The Village retains all rights set forth in Section 17(b) of the *Illinois Public Labor Relations Act*.
- C. Judicial Restraint. Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article. There shall be no obligation to exhaust any other remedies before instituting court action seeking judicial restraint and/or damages.

SECTION 21.3: NO LOCKOUT

The Village agrees not to lockout employees during the term of this Agreement.

ARTICLE XXII
WAGES AND OTHER BENEFITS

SECTION 22.1: WAGE RATES

Wages for the life of this agreement shall be paid according to this Article and to Appendix "A" attached hereto and made a part of this Agreement. In the event that an employee has received an "unsatisfactory" evaluation and is subject to a remediation plan at the time he/she is scheduled for wage step movement, such step movement shall be withheld until such time as the employee satisfactorily completes the remediation process (not to exceed six (6) months from the start of the remediation process).

Wage rates shown in Appendix "A" reflect the following annual "across-the-board" increases to the wage amounts in effect on the prior April 30th:

May 1, 2019 – 1.5%

May 1, 2020 – 1.5%

May 1, 2021 – 1.5%

SECTION 22.2: CERTIFICATION INCENTIVE

- A. In addition to the regular wages set forth in Appendix A, the Employer shall pay an additional \$825.00 lump sum annual bonus for holding an Arborist Certification, provided that not more than two (2) employees may receive Arborist incentive in any year, and the employees requesting Arborist Certification incentives must be approved by the Department Head. Employees who possess and maintain a Class C Water Operator's License but who are not in the classification of Water Operator shall receive an additional \$825.00 lump sum annual bonus for holding such license. When any Employee who holds a Class C Water Operator's License (but is not in the classification of Water Operator) reaches the maximum rate for their classification, such Employee shall thereafter receive an additional \$625.00 lump sum annual bonus. Employees who, at the execution of the contract, possess and maintain a pesticide license shall receive an additional \$625.00 lump sum annual bonus for holding such license, provided that not more than two (2) employees may receive pesticide incentive in any year. Employees who obtain, maintain or renew a pesticide license after the execution of this contract shall receive an additional \$300.00 lump sum annual bonus for holding such license. No employee shall be eligible to receive payment for more than two (2) certifications and/or licenses under this Section 22.2 in any single year.
- B. The lump sum bonuses payable under this Section shall be paid on or about December 31st of each year, and shall be the basis for additional overtime compensation as required by the Fair Labor Standards Act, 29 U.S.C. §201 et. seq. ("FLSA") and the federal regulations that administer FLSA. In the employee's first year of eligibility for a certification incentive bonus, the employee shall receive a pro-rated portion of the annual bonus, measured by the portion of the year remaining after the employee's first eligibility date.

ARTICLE XXIII DRUG AND ALCOHOL TESTING

The parties agree to adopt the Union's proposed drug and alcohol policy, which is attached hereto and incorporated herein by reference as Appendix C; provided that, in the event that the terms of Appendix C conflict or are inconsistent with the employee selection/random testing procedures established by the Village's incumbent testing consortium, the procedures of the Village's consortium shall supersede and be given full effect, and the conflicting provisions of Appendix C shall be ineffective.

ARTICLE XXIV
SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts of portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

ARTICLE XXV
COMPLETE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Village as provided in the Management Rights Article. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, provided that such subject or matter was reasonably within the knowledge or contemplation of the parties at the time this Agreement was executed.

ARTICLE XXVI
TERMINATION

This Agreement shall be effective on the date of execution by both parties and shall remain in full force and effect until midnight on April 30, 2022. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to April 30, 2019 that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to April 30, 2022.

Agreement Executed this ____ day of January, 2020.

**FOR THE VILLAGE OF
LA GRANGE PARK**

**FOR THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 150**

**JAMES L. DISCIPIO,
VILLAGE PRESIDENT**

**JAMES M. SWEENEY
PRESIDENT/BUSINESS MANAGER**

**JULIA CEDILLO,
VILLAGE MANAGER**

**DEANNA DISTASIO,
ATTORNEY**

**MEGHAN KOOI,
VILLAGE CLERK**

APPENDIX A
HOURLY WAGE SCALE

Initial placement on the schedule for new hires may be above the starting rate, commensurate with prior experience, skill and ability. The Union reserves the right to grieve arbitrary, capricious or discriminatory starting placements on the schedule.

Promoted employees shall be placed within the new classification's range at a level which yields a wage increase.

Step Chart								
May 1, 2019								
	<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Maintenance Worker 1	45,234.05	47,680.14	50,126.24	52,572.35	55,018.44	57,464.56	59,910.64	62,356.74
Maintenance Worker 2	49,866.27	52,563.85	55,261.43	57,959.01	60,656.59	63,354.17	66,051.77	68,749.35
Automotive Mechanic	57,386.61	60,307.19	63,227.74	66,148.29	69,068.86	71,989.42	74,909.98	77,830.54
Water Operator	60,479.95	63,546.52	66,613.13	69,679.72	72,746.29	75,812.88	78,879.48	81,946.07
Crew Foreman	60,479.95	63,546.52	66,613.13	69,679.72	72,746.29	75,812.88	78,879.48	81,946.07
Step Chart								
May 1, 2020								
	<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Maintenance Worker 1	45,912.56	48,395.35	50,878.13	53,360.93	55,843.72	58,326.53	60,809.30	63,292.09
Maintenance Worker 2	50,614.26	53,352.31	56,090.35	58,828.40	61,566.44	64,304.49	67,042.54	69,780.59

Automotive Mechanic	58,247.41	61,211.79	64,176.16	67,140.51	70,104.90	73,069.26	76,033.63	78,998.00
Water Operator	61,387.14	64,499.71	67,612.33	70,724.92	73,837.49	76,950.08	80,062.67	83,175.26
Crew Foreman	61,387.14	64,499.71	67,612.33	70,724.92	73,837.49	76,950.08	80,062.67	83,175.26
Step Chart								
May 1, 2021								
	<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Maintenance Worker 1	46,601.25	49,121.28	51,641.31	54,161.35	56,681.37	59,201.43	61,721.44	64,241.47
Maintenance Worker 2	51,373.47	54,152.59	56,931.71	59,710.82	62,489.94	65,269.05	68,048.18	70,827.30
Automotive Mechanic	59,121.12	62,129.97	65,138.80	68,147.62	71,156.47	74,165.30	77,174.13	80,182.97
Water Operator	62,307.95	65,467.21	68,626.51	71,785.79	74,945.05	78,104.33	81,263.61	84,422.89
Crew Foreman	62,307.95	65,467.21	68,626.51	71,785.79	74,945.05	78,104.33	81,263.61	84,422.89

APPENDIX B
WINTER OPERATIONS PLAN

I. GENERALLY

Each winter season the Village shall institute an “A” and “B” call-out list for winter operations. For purposes of this agreement, the winter season shall be defined as the twenty (20) week period beginning two (2) Fridays before Thanksgiving each year. Half of the bargaining unit employees shall be assigned to the “A” team and half to “B” team.

The Village shall provide all employees with paging devices or other voice communication devices. The employees will turn on and carry the devices on their person whenever they are on-call. When paged or contacted, the employees will have fifteen (15) minutes to contact the Village and acknowledge the call-out. Employees will have one (1) hour to report for work following acknowledgement of the call-out.

Each year each team will have a designated Primary Team Leader and a Secondary Team Leader. All Team Leaders will be designated by the Director of Public Works. All Team Leaders will be issued voice communication devices that are compatible with the device utilized by the Director of Public Works. The devices will be issued for the twenty (20) week period of winter operations. Team Leaders shall utilize the devices to maintain communications with team members at home and with Team Leaders of the other team.

When call-outs are necessary, the Village will contact (by phone or pager) the first on-call employees according to the team list and schedule as determined by the Public Works Director before each winter season begins. If additional employees are needed after all the members of the first on-call team have been contacted, the Village may attempt to contact drivers from the off-duty team. Contact shall be made in rotating order of seniority of the off-call team drivers (beginning with the most senior employee of the team on the first instance required). If additional drivers are needed after both teams have been contacted the Village may contact the mechanics to serve as substitute drivers.

If a mechanic is needed (for mechanic duties only) then the Village may contact the mechanics directly. Contact will be made in rotating order of seniority beginning with the mechanic with the most seniority for the first instance required.

A first on-call employee on Compensatory, Personal, Sick or Vacation Leave is not responsible for callback or for finding a replacement during his/her period of leave. An employee on Compensatory, Personal or Vacation Leave may remain on-call by notifying the Director of Public Works. An employee on Compensatory, Personal, Sick or Vacation Leave on Friday or Monday shall not be responsible for weekend callbacks. The alternate first on-call team member on the rotation schedule will be called to replace the absent team member. If no additional first on-call team members are available, the Director of Public Works (or his designee) may ask for volunteers from the off-call team to cover vacancies on the first on-call team.

Work will continue until operations are complete. A team will always be on duty during winter operations.

Employees may not work more than sixteen (16) hours in a twenty-four (24) hour period without a rest period of eight (8) hours away from work. No employee shall be compelled to work more than sixteen (16) hours in a twenty-four (24) hour period. Employees who inadvertently work beyond sixteen (16) hours will not be disciplined unless there is a pattern of abuse of the sixteen (16) hour limit.

Relief teams may be called as deemed necessary by the Director of Public Works or his designee.

On-duty teams shall cease working upon the direction of the Director of Public Works or his designee.

At the conclusion of operations an employee may take a Rest Day with the approval of the Director of Public Works (or his designee). Employees may use Compensatory, Personal or Vacation Leave for that day or any portion thereof.

One or more employees from the first on-call team may be on a stand-by/snow watch status on duty when operations are imminent prior to either morning or evening rush hour.

Break times will reflect the normal workday schedule with the addition of an additional paid half-hour (.5) hour break if the crew works past 3:30 p.m. Crews on twelve (12) hour rotation will have a fifteen (15) minute break and two (2) half-hour (.5) hour breaks. All breaks are paid except for the lunch period of the normal workday.

The Director of Public Works (or his designee) will determine the method of salting and plowing. Those procedures will be followed by employees.

No sleeping will be allowed in the public works facility at any time, without the prior approval of the Director of Public Works or his designee.

II. SALT OPERATIONS

Teams shall be on-call for salt operations on alternating seven-day periods commencing at 7:00 a.m. Friday.

Three driver employees from the on-call team will be first on-call for salt operations. Any team member not on first on-call will be an alternate driver.

Employees will rotate first on-call alternate status within their team after each callout. Team on-call schedules will make every reasonable effort to equally distribute overtime amongst the employees.

If the team is called in after 3:30 p.m. but before 7:00 p.m., the team will work no later than 11:00 p.m. If the work is not completed by that time, a relief crew may be called from the other team.

III. PLOW OPERATIONS

When the Director of Public Works (or his designee) determines that plow operations are needed, teams will work on twelve (12) hour rotating shifts until such operations are concluded. The Director of Public Works will divide employees in equal numbers between the two (2) teams.

The team that is first on-call (if a team is not working at the time) or the team on-duty at the time will become:

1. the Day Shift if plow operations commence between 7 a.m. and 11 p.m.; (Day Shift will subsequently work 11 a.m. to 11 p.m. until plow operations conclude) or
2. the Night Shift if plow operations commence between 7 p.m. and 11 a.m.; (Night Shift will subsequently work 11 p.m. to 11 a.m. until plow operations conclude).
3. Determination of shift designation will be made by the Director of Public Works.

The Director of Public Works or his designee may call in contractors to assist employees with plow operations:

1. Anytime during the normal business day.
2. During the twelve (12) hour rotating shifts if all employees assigned to that shift are offered the ability to work overtime first.

The twelve (12) hour rotation will continue for at least one (1) shift after the use of contractors has ended. The Director may also perform plow operations to supplement the on-duty team if weather conditions or staffing difficulties necessitate.

APPENDIX C
VILLAGE DRUG AND ALCOHOL POLICY

I. PROHIBITIONS

A. Prohibited Alcohol-Related Conduct

An employee shall not operate a Village commercial motor vehicle or perform a related safety-sensitive function if s/he has engaged in any form of alcohol-related conduct listed below:

1. Using alcohol on the job.
2. Being in possession of alcohol while on duty or operating a commercial motor vehicle.
3. Having a prohibited breath alcohol concentration while performing a safety-sensitive function.
4. Having used alcohol during the four (4) hours before going on duty.
5. Using alcohol within eight (8) hours following an accident requiring a breath-alcohol test, or until tested.
6. Refusing to submit to a required alcohol test.

B. Prohibited Drug-Related Conduct

An employee shall not perform a safety-sensitive function if s/he has engaged in any of the following activities:

1. Using any of the following controlled substances, including use of a substance for medicinal purposes under a doctor's care, unless a physician has advised the employee that it will not interfere with the employee's ability to perform his job safely:
 - a. Marijuana (THC metabolite)
 - b. Cocaine
 - c. Opiates (morphine and codeine)
 - d. Phencyclidine (PCP)
 - e. Amphetamines
2. Being in possession of any unauthorized controlled substance.

3. Reporting for duty while impaired from any prescribed therapeutic drug or controlled substance usage.
4. Refusing to submit to a required controlled substances test.

C. Reporting Requirements for Prescribed Controlled Substances

1. Any employee who takes prescribed medication and whose duties include operating a commercial motor vehicle for the Employer must inquire of his/her treating physician whether the controlled substance would adversely affect his/her ability to operate a commercial motor vehicle.
2. If the medication in use will adversely affect the employee's ability to safely perform his job, the employee may not report to work or may not remain on duty. Employees eligible for sick leave may take such period of absence as paid sick leave. .

II. CATEGORIES OF TESTING

A. Post-Accident Testing

1. Conducted when a bargaining unit employee was involved in an accident in a Employer vehicle, and:
 - a. The accident involved the loss of life; or
 - b. The employee was issued a citation for a moving traffic violation arising from an accident that included:
 - (1) Injury requiring medical treatment away from the scene; or
 - (2) One or more vehicles having to be towed from the scene.
2. Post-Accident Alcohol Testing
 - a. Whenever possible, post-accident alcohol testing shall be conducted within two (2) hours of the accident.
 - b. If testing is not administered within two (2) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.
 - c. If testing is not administered within eight (8) hours of the accident, the Employer shall cease attempts to administer an alcohol test.

- d. An employee required to be tested under this section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol test.

3. Post-Accident Drug Testing

- a. Post-accident drug testing must be conducted within thirty-two (32) hours after the accident. If testing is not administered within thirty-two (32) hours of the accident, the Employer shall cease attempts to administer a drug test.
- b. If testing is not administered within thirty-two (32) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.

B. Random Testing

Conducted throughout the year on a random, unannounced basis according to the following guidelines:

1. Restricted Period

- a. Bargaining unit employees required to have a Commercial Driver's License (CDL) are subject to unannounced random drug testing during all periods on duty, and are subject to unannounced random alcohol testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.
- b. The Employer will not require employees to come in for a call-out assignment for the sole purpose of random testing.

2. Frequency

- a. The Employer shall conduct random drug testing on at least fifty percent (50 %) of the average number of bargaining unit employees required to have a CDL in calendar year 1996. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)). The Employer shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.

- b. The Employer shall conduct random alcohol testing on at least twenty-five percent (25 %) of the average number of bargaining unit employees in each calendar year. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)). The Employer shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.

3. Selection

- a. The procedure used to determine which employees are subject to random drug or alcohol testing in a given year shall ensure that each bargaining unit employee who is required to have a CDL has an equal chance of being selected.
- b. Should disputes arise regarding the random selection process, the Human Resources Officer or other person responsible for administering the drug and alcohol policy for the Employer shall meet with a representative of Local 150 (not a bargaining unit member) and explain the methodology used.

C. Reasonable Suspicion Testing

Conducted when a trained supervisor observes behavior or appearance that is characteristic of an individual who is currently under the influence of or impaired by alcohol, impaired by drugs, or a combination of alcohol and drugs, according to the following guidelines:

- 1. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee;
- 2. The Department Head or a second trained department supervisor who is reasonably available must confirm the reasonable suspicion determination;
- 3. The employee is entitled to Union representation before being questioned in connection with a reasonable suspicion determination, if so requested.
- 4. The supervisor(s) must complete and submit a Reasonable Cause Observation Form for any drug tests within twenty-four (24) hours.
- 5. A "trained supervisor" is one who has received at least two (2) hours of training in the signs of alcohol and drug use, including at least sixty (60)

minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.

D. Return to Duty Testing

1. After engaging in prohibited alcohol conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty breath alcohol test with a result indicating an alcohol concentration of less than 0.02.
2. After engaging in prohibited controlled substances conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty urine drug test with a verified negative result for controlled substances use.

E. Follow-Up Testing

1. Upon returning, the employee is subject to at least six (6) unannounced follow-up tests during the first twelve (12) months after s/he returns to duty requiring a CDL.
2. If the Substance Abuse Professional determines that follow-up testing is not longer necessary, it may be terminated after the first six (6) follow-up tests.
3. Substance Abuse Professional

The Substance Abuse Professional shall be a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

III. TESTING PROCEDURES

A. Drug Testing Procedures

1. Collection Site
 - a. Once a drug test is announced, an employee shall go directly to the collection site.
 - b. Upon arrival, the employee shall verify his identity and will be provided with a form on which the employee may elect to list any prescription or non-prescription medication s/he is using.

- c. Before testing, an employee shall be shown a sealed container, which shall be unwrapped in front of him/her.
- d. An employee shall be afforded a private area to provide a urine specimen. This area shall be equipped with a toilet, and shall be secured to prevent adulteration or dilution.
- e. Once an employee has provided a urine sample in the collection container, s/he shall hand it to the collection person. The collection person, in the presence of the employee, shall then pour the urine into two (2) specimen bottles. At least thirty (30) milliliters must be poured into the primary specimen bottle, and fifteen (15) milliliters into the split specimen bottle.
- f. If an employee of the testing facility believes that an employee is attempting to obstruct the collection process or may submit an altered, adulterated or substitute specimen, and a Employer official concurs, an observed specimen may be collected.

2. Medical Review Officer (MRO)

The Medical Review Officer shall be a licensed physician designated by the Employer as the person responsible for receiving laboratory results generated by the Employer's drug testing program. The MRO shall have knowledge of substance abuse disorders and have the appropriate medical training to interpret and evaluate an employee's positive test result together with his/her medical history and any other relevant biomedical information.

3. Laboratory Analysis

- a. Analysis of a primary urine specimen shall be performed at a laboratory certified and monitored by the Department of Health and Human Services (DHHS).
- b. The laboratory shall analyze the primary specimen with an Enzyme Multiple Immunoassay Test (EMIT) or some other screen test allowed by DHHS for employees required to have CDLs.
- c. Positive screens shall be confirmed by the Gas Chromatography/Mass Spectrometer (GC/MS) method.
- d. When directed in writing by the MRO that an employee has requested analysis of the split specimen, the laboratory shall forward the split specimen to another DHHS-certified laboratory for testing.

4. Primary Specimen Test Results

a. Negative Test Results

If the result of the test of the primary specimen is negative, the MRO shall promptly report a negative test to the Employer and the employee.

b. Positive Test Results

1) Drug test results reported positive by the laboratory shall not be deemed positive or disseminated to the Employer until they are reviewed by the MRO.

2) If the result of the test of the primary specimen is positive, the MRO shall contact the employee and give the employee an opportunity to establish an alternative medical explanation for the positive test result.

a) If the MRO determines that the positive result was caused by the legitimate medical use of the prohibited drug, or that the positive result was otherwise in error, the MRO shall report the drug test result as negative.

b) If the MRO determines that there is no alternative ' medical or other explanation for the positive test result, the MRO shall inform the employee that s/he has seventy-two (72) hours in which to request a confirmation test of the split specimen, and inform the Employer that the driver should be removed from service.

3) The employee shall remain out of service pending the result of the split sample analysis.

5. Confirmation/Split Specimen Test

a. If within seventy-two (72) hours of notification of the positive result by the MRO, the employee requests that the split specimen test be conducted, the MRO shall make written notice to the primary specimen laboratory to forward the split sample to a second laboratory.

b. If the employee has not contacted the MRO within seventy-two (72) hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the positive test result, or other

unavoidable circumstances prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct that analysis of the split specimen be performed.

c. Waived or Positive Confirmation Test

- 1) If the employee waives his right to a confirmation/split specimen test, or if the confirmation/split specimen test is positive, the MRO shall report a verified positive test to the Employer.
- 2) Upon receiving the results of the positive test, the Employer shall promptly notify the employee and provide the employee the opportunity to request full information concerning the test results.

d. Alternative Test

If the employee requests that an alternative test be undertaken, it shall be conducted at the employee's expense. The results of such test may be admitted into evidence at any disciplinary hearing on the issue of prohibited drug use, at the employee's discretion.

6. Inability to Provide Adequate Sample

- a. Employees who are unable to provide a urine sample of forty-five milliliters shall be offered additional drinking water and allowed additional time before being required to provide another urine specimen. The amount of fluids the employee is given and the amount of time he/she is allowed shall follow federal D.O.T. rules.
- b. If the employee is still unable to provide an adequate sample, testing shall be discontinued and the MRO shall refer the employee for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is genuine.
 - 1) The employee shall be placed out of service until this determination is made.
 - 2) If there is no verification that inability to provide an adequate sample was genuine, the employee will be deemed to have refused to test.

B. Alcohol Testing Procedures

1. Screening Test

- a. All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (EBT) device, in accordance with FHA rules and DOT regulations.
- b. Only a Breath Alcohol Technician (BAT), trained in accordance with DOT regulations, shall conduct testing with an EBT. Supervisors of bargaining unit employees shall not serve as BATs under any circumstances.
- c. Testing Site
 - 1) Testing locations shall ensure visual and aural privacy to employees, sufficient to prevent unauthorized persons from seeing or hearing test results.
 - 2) Before testing begins, the BAT shall explain the testing procedure to the employee and answer any questions s/he may have.
 - 3) An individually-sealed mouthpiece shall be opened in view of the employee. The mouthpiece shall then be attached to the EBT.
 - 4) Once testing is complete, the BAT shall show the results to the employee.
- d. Screening Test
 - 1) If the result of the screening test is less than 0.02 percent alcohol concentration, the result is negative and no further testing shall be done.
 - 2) If the result of the screening test is an alcohol concentration of 0.02 percent or greater, a confirmation test shall be performed.

2. Confirmation Test

- a. When required, the confirmation test shall be performed not less than fifteen (15) minutes nor greater than twenty (20) minutes after completion of the screening test.

- b. Employees with a breath alcohol concentration between 0.02 and 0.04 may not perform or continue to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, not less than twenty-four (24) hours following administration of the test.
 - c. If the result of the confirmation test is 0.04 percent alcohol concentration or greater, the result is positive.
3. Inability to Provide an Adequate Amount of Breath
- a. If an employee is unable to provide an adequate amount of breath, the Employer may direct the employee to see a licensed physician.
 - b. The employee may not perform safety sensitive functions until s/he is evaluated, provided the evaluation takes place within two (2) hours.
 - c. The physician shall examine the employee to determine whether the employee's inability could have been caused by a medical condition.
 - d. If the physician determines, in his or her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee shall not be deemed to have refused to take the test.
 - e. If the physician is unable to make this determination, the employee shall be deemed to have refused to take the test.
 - f. The Employer shall pay any medical fees assessed for the examination.

IV. CONSEQUENCES OF POSITIVE TEST RESULTS

A. Confirmed Breath Alcohol Test Result Between 0.02 and 0.04

An employee with a breath alcohol concentration result between 0.02 and 0.04 shall be removed from duty without pay for twenty-four (24) hours or a retest below 0.02.

B. Confirmed Breath Alcohol Test Result of 0.04 or More or Other Prohibited Alcohol Conduct

- 1. An employee with a breath alcohol concentration result of 0.04 or more, or who has otherwise violated the alcohol conduct rules set forth above, shall be immediately removed from duty.

2. The employee cannot resume the performance of safety sensitive functions until s/he:
 - a. Is evaluated by a Substance Abuse Professional (SAP); and
 - b. Complies with and completes any treatment program recommended by the SAP; and
 - c. Completes the return to duty testing requirements set forth above with a breath alcohol content of less than 0.02.

C. Confirmed Positive Urine Drug Test

1. An employee who tests positive for any of the prohibited controlled substances, or who has otherwise violated the substance abuse rules set forth above, shall be immediately removed from duty.
2. The employee cannot resume the performance of safety sensitive functions until s/he:
 - a. Is evaluated by a Substance Abuse Professional (SAP); and
 - b. Complies with and completes any treatment program recommended by the SAP; and
 - c. Completes the return to duty testing requirements set forth above with a negative result.

D. Discipline

Any discipline imposed upon employees shall be subject to the Disciplinary and Grievance Procedure provisions of the Collective Bargaining Agreement.

E. Refusal to Test

Any employee who refuses to undergo required testing, as set forth in this policy, shall be considered as having tested positive and shall be immediately removed from duty. However, if it is subsequently determined that the order to submit to testing was in violation of this policy, the employee will be made whole for any economic loss incurred during his/her time off.

V. CONFIDENTIALITY OF RECORDS

All drug and alcohol test results and records shall be maintained under strict confidentiality. Supervision shall not be entitled to copies of test results although supervision may be informed on a need to know basis of the results of such tests.

A. Employee Entitled to Information

Upon written request, the employee shall be promptly furnished with copies of any and all records pertaining to his/her use of alcohol and/or drugs, including any records pertaining to conducted tests. The employee's access to the records shall not be contingent upon payment for the records.

B. Conditions Under Which the Employer Must Release Records

1. To the employee, upon written request.
2. When requested by federal or state agencies with jurisdiction, when license or certification actions may be required.
3. To a subsequent employer pursuant to written consent of the former employee.
4. To the decision maker in a grievance, arbitration, litigation, or administrative proceeding arising from a positive test result or employee initiated action.

VI. EMPLOYEE ASSISTANCE PROGRAM

A. Voluntary Referral

1. Before Testing
 - a. Any bargaining unit employee who voluntarily refers himself or herself to the City's Employee Assistance Program (EAP) before being ordered to submit to a random, reasonable suspicion, post-accident or return to duty drug or alcohol test shall not be subject to discipline.
 - b. Any bargaining unit employee who has voluntarily referred himself or herself to the EAP shall be subject to the same testing procedures as an employee who has tested positive for drug or alcohol use.
 - c. The employee shall be returned to regular work duties only on the recommendation of the EAP counselor and successful completion of a return to duty medical exam.

2. At Time of Testing

If a bargaining unit employee voluntarily refers himself or herself to the EAP upon being ordered to submit to a drug or alcohol test, the Employer shall consider such voluntary referral in mitigation of any discipline.

B. Confidentiality of Referral

All EAP referrals shall be kept strictly confidential.

C. Rehabilitative Leave of Absence

1. Accrued Leaves of Absence

An employee may use any accrued leave (e.g. sick, vacation, personal, etc.) for the purpose of rehabilitation of a drug and/or alcohol problem.

2. Extended Leave of Absence

Upon an employee's request, the Employer shall, to the extent necessary for treatment and rehabilitation, and subject to the General Leave provisions of the Collective Bargaining Agreement, grant the employee an unpaid leave of absence for the period necessary to complete primary treatment of the employee's drug and/or alcohol problem.

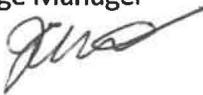
Building & Zoning Committee Divider

Jamie Zaura, Chairwoman

Scott Mesick

Mike Sheehan

Village Board Agenda Memo

Date: January 23, 2020
To: Village President & Board of Trustees
From: Patrick Boyle, Building Official
Dean Maggos, Director of Fire and Building 
Emily Rodman, Assistant Village Manager
Julia Cedillo, Village Manager 
RE: New Building and Fire Codes

PURPOSE

To provide the Village Board with an opportunity for discussion on the final draft language of the proposed updated Village Building and Fire Codes.

GENERAL BACKGROUND

As you are aware, staff provided an update to the process, and a presentation on the proposed updated building and fire codes at the December Work Session. Also provided in the Work Session packet for December was a draft version of the adoption ordinance, which included the language for the code adoption.

Since that time, staff met with our Code Consultant, who provided additional input on some language. Internally, Building Department staff met as a group to obtain additional input on the draft language from the Village Manager. Lastly, the Village Attorney reviewed the draft document, and provided various revisions and input.

All of this input and these revisions were incorporated into a final draft document for the Village Board to review prior to adoption. It should be noted that even with this input and these revisions, there were no substantial changes to the content and scope from what was provided to the Village Board in December.

ADDITIONAL BACKGROUND (PROVIDED IN DECEMBER WORK SESSION AGENDA MEMO)

The last time the Village's building and fire codes were substantially updated was 1999 and 2003 respectively. The majority of the Village's current codes are contained in stand-alone documents in which various model codes were adopted, including a combination of those published originally by the Building Officials & Code Administrators, Inc., and the National Fire Protection Association.

Accordingly, the Building and Fire Department have undertaken a review of the most current model/reference codes to determine applicability in the Village. Our primary objective in this effort was to make our La Grange Park Village Municipal Code as current as reasonably possible, incorporating more modern building and fire codes. This helps ensure that all of our

buildings and their occupants (both residents, business owners, and visitors) are kept as safe as reasonably possible.

As such, staff is recommending adoption of the 2015 International Code family, and the 2014 National Electric Code, with local amendments.

The state of Illinois has also adopted certain codes that the Village is required to enforce, so staff recommends adoption of the 2015 Illinois Energy Conservation Code, 2014 Illinois Plumbing Code and the 2018 Illinois Accessibility Code.

In addition to these new model/referenced codes, staff is recommending a number of local amendments to these codes (attached). These "personalize" the codes to more accurately reflect existing needs and conditions in the Village and region. During this process staff has contemplated a number of questions regarding the impact of the proposed codes on both current and future development.

MOTION/ACTION REQUESTED

Discussion & Action – New Building & Fire Codes – Motion: To Approve An Ordinance Amending Chapter 93, Chapter 91 and Chapter 150, of the La Grange Park Municipal Code, regarding Fire Prevention and Protection, and Building Regulations, within the Village.

As you are aware, this item was on the Agenda for Discussion at the last Village Board Work Session, which took place on January 14th. At such time the Village Board appeared to reach consensus for approval of the Ordinance and subsequent updated Village Building and Fire Codes.

STAFF RECOMMENDATION

It is recommended that the proposed new Building and Fire Codes, along with the subsequent amendments, be approved and adopted.

DOCUMENTATION

- Adopting ordinance for new Building and Fire Codes

ORDINANCE NO. 1123

ORDINANCE AMENDING THE "LA GRANGE PARK MUNICIPAL CODE" AS AMENDED

Whereas, the Board of Trustees has determined that it is in the best interests of the Village of La Grange Park to amend the La Grange Park Municipal Code.

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

ARTICLE 1: That Chapter 93, Section 93.06 HEAT IN APARTMENTS, be removed in its entirety.

ARTICLE 2: That Chapter 91 FIRE PREVENTION AND PROTECTION, Sections 91.01 through 91.99 of the La Grange Park General Regulations are hereby amended to delete those sections in their entirety and replace them with the following sections:

§ 91.01 ESTABLISHMENT OF THE DIVISION OF FIRE PREVENTION

- (A) The Division of Fire Prevention, a Division of the La Grange Park Fire Department, is established and shall be operated under the supervision of the Director of Fire and Building (referred to individually as "Director" or "Fire Chief") or designee(s), all of whom are collectively referred to in this chapter as "Fire Code Official."
- (B) The duties of the Division of Fire Prevention shall be to enforce this chapter and such other duties related thereto as the Fire Code Official may from time to time assign.
- (C) The Director shall serve as the authority having jurisdiction over matters of fire prevention and protection within or affecting the Village of La Grange Park ("Village").

§ 91.02 RIGHT OF ENTRY

The Fire Code Official and any inspectors shall be allowed to enter any building or premises in the Village, except one and two family dwellings, at

all reasonable hours, for the purpose of making an inspection or investigation. If entry is refused or denied, the Fire Code Official and any appointed inspectors shall be authorized to pursue recourse as provided by law.

§ 91.03 FEE SCHEDULE

(A) *New Fire Detection and Alarm Systems, and Modifications to Existing Systems.* **

(Plan review fee includes one re-review and initial inspection/acceptance test)

\$50.00 base permit fee, and

\$100 plan review fee for initial hour.

\$50.00 plan review for each additional hour, or for re-reviews not included as part of the initial plan review fee.

(B) *Wet Chemical, Dry Chemical, Alternative or Clean Agent Systems, and Modifications to Existing Systems.* **

(Plan review fee includes one re-review and initial inspection/acceptance test)

\$50.00 base permit fee, and

\$100 plan review fee for initial hour.

\$50.00 plan review for each additional hour, or for re-reviews not included as part of the initial plan review fee.

(C) *New Fire Sprinkler Systems, and Modifications to Existing Systems.* **

(Plan review fee includes one re-review, one hydrostatic test and initial inspection/acceptance test)

\$50.00 base permit fee, and

\$185.00 base plan review fee for Residential NFPA 13D systems, or

\$205.00 base plan review fee for NFPA 13 and NFPA 13R systems, and

\$50.00 plan review fee for each additional hour, or for re-reviews not included as part of initial plan review fee.

(D) *New Fire Standpipe Systems, and Modifications to Existing Systems.* **

(Plan review fee includes one re-review, one hydrostatic test and initial inspection/acceptance test)

\$50.00 base permit fee, and
\$100.00 plan review fee for systems with one riser, and \$35.00 plan review fee for each additional riser.
\$50.00 plan review fee for each additional hour, or for re-reviews not included as part of initial plan review fee.

(E) *New Fire Pumps, and Modifications to Existing Pumps.* **

(Plan review fee includes one re-review and initial inspection/acceptance test)
\$50.00 base permit fee, and \$100.00 plan review fee initial hour.
\$50.00 plan review fee each additional hour, or for re-reviews not included as part of initial plan review fee.

(F) *Storage Tanks (Above or Below Grade).* **

\$50.00 base permit fee, and
\$100.00 per tank for above or below grade permanent installation, or \$100.00 per tank for below grade removal, or
\$100.00 per tank for temporary above grade installation; (maximum 180 days).

(G) *Variations.* **

\$500.00 per request.

(H) *Re-inspection Fees.* **

When initial inspection or acceptance testing fails, or the equipment or system is not ready to be tested at the time of the scheduled inspection.
\$50.00 per occurrence.

** *Reviews by Outside Agency or Consultant.*

Where the type of system, scope of a project, the availability and/or ability of fire department and/or building department staffing, or other factors warrant, the Director of Fire and Building may secure the assistance of outside fire protection professionals for plan review, consulting and associated services. These costs for such shall be reimbursable to the Village, in accordance with the following:

\$50.00 base fee, and actual cost of plan review and/or other services

provided, and 15% of such costs as an administrative fee.

§ 91.04 PENALTY

- (A) The failure of any person(s) or entity to comply with the requirements contained in a written notice from the Fire Code Official, delivered in person, posted on the premises, or sent to the person by U.S. Certified Mail, relative to a malfunction of fire protection or fire detection equipment, shall be considered a violation of the Municipal Code and such violation may result in imposition of penalties or prosecution as outlined in this Chapter and the Village Code.
- (B) Any notice of violation shall continue in force and effect until full compliance with the requirements stated therein. Each and every failure to comply with such notice within a twenty-four (24) hour period shall constitute a separate and distinct offense and may be considered for penalty and/or prosecution as outlined in this Chapter.
- (C) A fine in accordance with this Subsection may be imposed for two failed inspections. If after completion of the second re-inspection violations have not been corrected it will be the responsibility of the owner/agent to contact the Fire Department and to provide evidence of compliance. A fine in accordance with this Subsection may be imposed each time that an inspector returns to the building for a re-inspection until all violations have been corrected.
- (D) A fine in accordance with this Subsection may be imposed for an unsafe condition. An unsafe condition may involve inadequate means of egress, or conditions that may constitute a fire hazard, or conditions that are dangerous to human life or the public welfare. A fine in accordance with this Subsection may be imposed for each violation deemed an unsafe condition, with each day said violation continues to exist constituting a separate and distinct offense.
- (E) Any person who violates, disobeys, fails, neglects, or refuses to comply with, or resists the enforcement of any of the provisions of this Chapter, including the codes adopted herein by reference, or who refuses to remedy or correct a violation cited under this Code shall:
 - 1. Be issued a local ordinance violation citation, which shall carry a fine of fifty dollars (\$50.00) for the first (1st) offense, seventy five dollars (\$75.00) for the second (2nd) offense, and one hundred dollars (\$100.00) for the third (3rd) and each additional offense; or

2. Be issued a local ordinance non-traffic citation requiring a mandatory court appearance by the person(s) or representative(s) of the named entity, which shall carry a fine, upon conviction, of not less than one hundred dollars (\$100.00), nor more than seven hundred fifty dollars (\$750.00) for each offense.

(F) Penalties for false alarms shall be in accordance with this Code. False alarm provisions within this Chapter shall apply to both new and existing structures as follows:

1. *Type of False Alarms Charged.* A fire alarm user shall be fined for each fire alarm if such false fire alarm is:
 - (i) Given intentionally;
 - (ii) Due to or caused by improper installation, designed or use or due to lack of required maintenance;
 - (iii) Resulting from any test, repair, alteration or addition to the fire protection system without prior notification thereof to the La Grange Park Fire Department.
2. *Fines.* A fire alarm user shall be fined for false fire alarms as follows:
 - (i) First false alarm in a three (3) month period: no action.
 - (ii) Second false alarm in a three (3) month period: shall result in a false alarm charge of \$400.
 - (iii) Each additional false alarm in a three (3) month period after one shall result in a false fire alarm charge of \$400.
3. Failure to pay any fine imposed by this ordinance within 30 days of notice of the fine shall constitute a further violation of this ordinance and will result in the imposition of an additional fine of not less than \$100 nor more than \$750 for each offense, plus all legal fees and costs incurred in the process of enforcement. Such fees and costs shall include, but not be limited to, staff costs of inspection or re-inspection, legal fees, and staff costs to appear in court in connection with the enforcement. A separate offense shall be deemed committed for each day on which a violation occurs or continues.
4. The Village shall have the right to impose and record a lien against property as to which there are unpaid fines and related fees resulting from violations of fire alarm regulations.

5. The Village Fire Department assumes no liability for:
 - (i) Any defects in the operation of an alarm system.
 - (ii) Failure or neglect to respond appropriately upon receipt of an alarm.
 - (iii) Failure or neglect of any person in connection with the installation, operation or maintenance of any alarm system.
 - (iv) The transmission of alarm signals, pre-recorded alarm messages, or the relaying of such signals and messages.

6. Nothing in this ordinance shall authorize the La Grange Park Fire Department to refuse to provide emergency service to any person, business or other entity that has not paid for services previously provided or that owes money for services previously rendered.

(G)*False Alarm*. Shall be defined as an alarm signal(s), which indicates the existence of an emergency situation, when in fact no such emergency exists, and shall include any alarm signal generated by any fire protection system by whatever means, but shall not include alarms resulting from any of the following:

1. Fire causing structural damage to the protected premises verified by the Fire Department.
2. Earthquake causing structural damage to the protected premises.
3. Winds causing structural damage to the protected premises.
4. Flooding to the protected premises due to overflow of natural drainage.
5. Lightning causing physical damage to the protected premises.
6. Telephone line malfunction verified in writing to the Village's Fire Department by an authorized telephone company supervisor within seven (7) days of the occurrence. It shall be the responsibility of the property owner or the person responsible for the system to acquire this verification. This may be verified by responding Fire Department Personnel at the time of the response.
7. Electrical service interruption verified in writing to the Village's Fire Department by the local power company manager within seven (30) days of the occurrence. It shall be the responsibility of the property owner or the person responsible for the system to acquire this verification. This may be verified by responding Fire Department Personnel at the time of the response.
8. Plumbing or electrical malfunctions unrelated to fire protection

system(s). This shall not include power interruption caused by electricians or other service personnel in the building.

9. Alarm activation resulting from the presence of smoke.

(H)*Fire Alarm User.* A "fire alarm user" is defined as the owner of the property from which the false alarm originates and any individual, partnership, operation, organization or other entity occupying or on the property with permission of the owner.

§ 91.05 CODE ADOPTED

(A) For the purpose of protecting persons, properties, buildings and structures from the hazards of fire, explosion, entrapment, or other preventable dangers and for the purpose of establishing prevention and control measures to maintain the public safety health and welfare, the following codes and standards are adopted and incorporated herein by reference as fully as if set out in their entirety:

1. 2015 International Fire Code, published by the International Code Council, Inc.
2. 2015 Life Safety Code, NFPA-101, published by the National Fire Protection Association, with the following chapter deleted in its entirety: 24.
3. 2014 National Fire Codes, published by the National Fire Protection Association, all Subsections/standards with the following Subsections-standards deleted: 70, 70A, 73, 78, 101, 101B, 472, 473, 900, 1001, 1002, 1003, 1005, 1006, 1021, 1026, 1031, 1033, 1035, 1037, 1041, 1051, 1061, 1072, 1078, 1081, 1082, 1091, 1201, 1221, 1225, 1300, 1451, 1500, 1521, 1561, 1583, 1600, 1620, 1710, 1720, 1730, 1911, 1917, 1937, 1975, 2800, 3000, and 5000; and subject to all appendixes thereto being considered mandatory rather than discretionary.

(B) One (1) copy of each of the codes referenced in subsection (A) above shall be kept at the Village Hall, and made available for use, inspection and examination by the public.

§91.06 AMENDMENTS TO INTERNATIONAL FIRE CODE

(A) The International Fire Code adopted in Subsection 91.02(A) 1 of this chapter is hereby amended as follows:

1. **Section 101.1** is amended to delete the section entirely and the following inserted in its place:

Title. These regulations shall be known as the "Fire Code of the Village of La Grange Park," hereafter referred to as "this code."

2. **Subsection 105.4.2.1** is amended to delete the Subsection entirely and the following inserted in its place:

Fire Protection System Shop Drawings. Shop drawings for the fire protection system(s) shall be submitted to indicate compliance with this code and the construction documents, and shall be approved prior to the start of installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9. For each hydraulically calculated automatic fire sprinkler system area identified on submitted shop drawings, a copy of the hydraulic nameplate shall be provided.

3. **Section 108** is amended to delete the section entirely and the following inserted in its place:

Subsection 108.1 Board of appeals established. In order to hear and decide appeals of orders, decisions or determination made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The Fire Code Official shall be an ex officio, non-voting member of said board. The board shall adopt rules and procedures for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the Fire Code Official.

Subsection 108.1.1 Appeals; Limitation on authority. Any person, firm, corporation or agent shall have the right to appeal a decision of the Fire Code Official. An application for an appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally equivalent or better method of fire prevention or protection is proposed. Equivalency must be demonstrated and proven by technical documentation which shows that the system, method, or device proposed is approved for the intended purpose, and equals or exceeds the level of fire prevention or protection afforded by this code.

Subsection 108.1.2 Qualifications. The board of appeals shall consist of the Village Board of the Village of La Grange Park.

Subsection 108.1.3 Administration. Any person appealing a decision of the fire code official shall file a written notice of appeal in the Office of the Director of Fire and Building, 447 North Catherine Avenue, La Grange Park, Illinois 60526, within thirty (30) days from the date of the decision being appealed. The Director of Fire and Building shall request that the Appeals Board call a hearing on said appeal within thirty (30) days of the filing of the notice of appeal. The Appeals Board shall render a decision within ten (10) days after completing such hearing. Nothing shall prevent the Village from seeking immediate enforcement of the regulations of this Chapter in court where the hazard involved requires such action.

Subsection 108.2 Variations; Limitation of authority. If any person, firm, corporation or agent feels the provisions of this code constitute a unique or particular hardship relating to the use, construction or alteration of structures, a petition for a variation may be submitted. The documentation and evidence presented by the petitioner shall indicate the following:

1. The plight of the petitioner is due to unique circumstances.
2. The granting of the variation will not be detrimental to the public welfare or injurious to other adjoining properties.
3. Any person presently having an interest in the property has not created the alleged difficulty or hardship.
4. The purpose of the variation is not based exclusively upon cost.
5. The particular physical characteristics of the structure involved would result in an additional actual hardship upon the owner if the strict letter of the codes were carried out.

Subsection 108.2.1 Qualifications. The granting of a variation may be made by the Village Board of the Village of La Grange Park.

Subsection 108.2.2 Administration. Any person may request a variation by written application filed in the Office of the Director of Fire and Building, 447 North Catherine Avenue, La Grange Park, Illinois 60526. The Director of Fire and Building shall request that the Appeals Board (consisting of the Village President and Trustees) convene a hearing on said variation within thirty (30) days of the date on which a

request for variation is filed. The Appeals Board shall render a decision within ten (10) days after completing said hearing.

4. **Subsection 109.4** is amended to delete the Subsection entirely and the following inserted in its place:

Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements hereof or who shall erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the fire code official, shall be punished by a fine of not less than \$100.00 nor more than \$750.00. Each day that a violation continues after written notice of the violation is given shall be deemed a separate violation.

5. **Subsection 111.4** is amended to delete that Subsection entirely and the following inserted in its place:

Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than \$100.00 nor more than \$750.00.

6. **Section 202** the first sentence of definition of Fire Area, is deleted and the following inserted in its place:

Fire Area. The aggregate floor area bounded by the exterior walls of a building, regardless of fire walls, fire barriers, or fire resistance-rated horizontal assemblies.

7. **Subsection 507.5.1** is amended to delete the Subsection entirely and the following inserted in its place:

Where Required. Where a portion of the facility or building hereafter constructed or moved into or within the village is more than 300 feet from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on site fire hydrants and mains shall be provided where required by the fire code official.

Exceptions:

1. For group R-3 and group U occupancies, the distance shall be 600 feet.

2. For buildings equipped throughout with an approved automatic fire sprinkler system installed in accordance with Subsection 903.3.1.1 or 903.3.1.2, the distance shall be 600 feet.

8. **Subsection 507.5.1.1** is amended to delete the Subsection entirely and the following inserted in its place:

Hydrant for Sprinkler or Standpipe Systems. Buildings equipped with a sprinkler or standpipe system installed in accordance with Subsection 905 shall have a fire hydrant within 100 feet of the fire department connection. This requirement may be waived by the Fire Code Official for existing buildings that are being retrofitted with fire sprinklers, after an evaluation of existing fire hydrant locations, building design, and fire department operations in relation to the specific building.

9. **Subsection 901.4.1.1** is created to read as follows:

Fire Sprinklers and Fire Detectors - Ceilings. In buildings protected by automatic fire sprinklers or automatic fire detectors, suspended or removable ceiling tiles shall be maintained in place to prevent the delay in fire sprinkler or fire detector activation.

Exception: When additional fire sprinklers or fire detectors are installed in the space above the suspended ceiling.

10. **Subsection 901.7** is amended to add the following sentence at the end of the paragraph:

Any fire alarm systems that transmit false signals may be taken out of service by the La Grange Park Fire Department until the system is repaired.

11. **Subsection 903.2** is amended to delete the subsection entirely and the following inserted in its place:

Where required in New Buildings and Structures.

1. All new buildings and structures of all use groups, other than one and two family dwellings, shall be protected with an approved automatic fire sprinkler system installed and maintained in accordance with NFPA 13. All spec warehouse buildings (use

groups S and F) with a ceiling height 25 feet or greater shall be protected with an ESFR fire sprinkler system or hydraulically-calculated system for class IV commodities with rack storage calculated to the greatest storage height. All automatic fire sprinkler systems, with the exception of one and two family dwellings, shall be electronically supervised by an approved fire alarm system.

2. All new one and two-family dwellings shall be protected with an approved automatic fire sprinkler system installed and maintained in accordance with NFPA 13D.

12. **Subsections 903.2.1 through Subsection 903.2.10 are deleted.**

13. **Subsection 903.3.1.3.1** is created to read as follows:

Attached Garages. Where an NFPA 13D sprinkler system is required, at least one fire sprinkler shall be installed inside all attached garages. The fire sprinkler shall be located within six feet of the entry door to the interior of the home, or in another location as approved by the Fire Code Official. The fire sprinkler shall be a dry barrel type, or of another design to prevent freezing, as approved by the fire official.

14. **Subsection 903.3.5** is amended to delete the Subsection entirely and the following inserted in its place:

Water Supplies. Water supplies for automatic sprinkler systems shall comply with Title V of the La Grange Park Code of Ordinances, and the standards referenced in Subsection 903.3.1. The potable water supply shall be protected against backflow in accordance with the requirements of Title V of the La Grange Park Code of Ordinances and the State of Illinois Plumbing Code. Hydrant flow data used for the design of any automatic fire sprinkler system shall be no more than one year old, or as approved by the Fire Code Official. A minimum safety factor of 10% or 5 psi shall be provided in any automatic fire sprinkler system hydraulic calculation. The system demand shall be a minimum of 5 psi below the seasonal low water flow test supply.

15. **Subsection 903.4** is amended to delete the Subsection entirely and the following inserted in its place:

Sprinkler System Supervision and Alarms. All valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels

and temperatures, critical air pressures, and water-flow switches on all sprinkler systems shall be electrically supervised by a fire alarm system.

Exceptions:

1. Automatic sprinkler systems protecting one and two family dwellings;
2. Limited area systems serving fewer than 20 sprinklers;
3. Automatic sprinkler systems installed in accordance with NFPA 13R where common supply main is used to supply both domestic water and the automatic sprinkler system, and a separate shutoff valve for the automatic sprinkler system is not provided;
4. Jockey pump control valves that are sealed or locked in the open position; Control valves to commercial kitchen hoods, paint spray booths or dip tanks that are sealed or locked in the open position;
5. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position;
6. Trim valves to pressure switches in dry, pre-action and deluge sprinkler systems that are sealed or locked in the open position.

16. **Subsection 903.4.1** is amended to delete the Subsection entirely and the following inserted in its place:

Monitoring. Alarm, supervisory, and trouble signals shall be distinctly different from each other and automatically transmitted to the Fire Department's communication center. All required alarm systems shall transmit trouble, supervisory, and fire signals directly to the Fire Department's communication center via a wireless transmitter in accordance with NFPA 72. Only equipment certified and approved by the remote receiving station or its designated proprietor, may be installed. The designated proprietary agent shall be the only authorized installer of the approved radio transmitter. All existing required fire alarm systems that are not currently utilizing the wireless alarm network shall be changed to wireless by no later than January 1, 2021.

Exception: Supervisory service is not required for:

1. Single-and-multiple-station smoke alarms required by Subsection 907.2.10;
2. Smoke detectors in group I-3 occupancies;
3. Automatic sprinkler systems in one- and-two-family dwellings.

17. **Subsection 903.4.2** is amended to delete the Subsection entirely and the following inserted in its place:

Alarms. Approved audible and visual appliances shall be connected to each automatic fire sprinkler system in accordance with Subsections 903.4.2.1 and 903.4.2.2. Sprinkler system water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system.

18. **Subsection 903.4.2.1** is created to read as follows:

Exterior Appliances. A red 75 cd, weather-proof strobe light shall be provided above the fire department connection. The strobe light shall be supervised by the fire alarm system and shall only operate upon the water flow activation. Where an approved NFPA 13D system is installed, clear 75 cd waterproof audio visual device shall be installed on the front of the building in an approved location visible from the street.

19. **Subsection 903.4.2.2** is created to read as follows:

Audible Appliances. A 10-inch 120v DC alarm bell shall be provided above the fire department connection.

20. **Subsection 903.4.2.3** is created to read as follows:

Interior Appliances. Interior audible and visible alarms supervised by a fire alarm system shall be provided in accordance with Subsections 907.5.1 through 907.5.2.3.4. Audible and visible alarm indicating devices shall be seen and heard in all areas of the building.

21. **Subsection 903.4.2.4** is created to read as follows:

Inspector Test Valves. Automatic fire sprinkler system inspector test valves shall be accessible at all times and located no more than six feet above the finished floor. On multiple riser systems, the test valves shall be marked to indicate which riser and area it tests.

22. **Subsection 903.4.3** is amended to delete the Subsection entirely and the following inserted in its place:

Floor Control Valves. Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor in high-rise buildings. Indicating control valves and water flow switches shall be provided at the point of connection to the riser on each floor in multiple story occupancies.

23. **Subsection 903.4.4** is created to read as follows:

Zoned Areas. When single zone of an automatic fire sprinkler system protects more than a single room or area, the Fire Code Official may require additional smoke detectors in order to more rapidly identify the location of the smoke or fire.

24. **Subsection 903.6** is amended to delete the subsection entirely and the following inserted in its place:

Subsection 903.6 Where required in existing buildings and structures. In addition to the requirements of Chapter 11, an automatic sprinkler system shall be shall be provided in all existing buildings, structures and occupancies, which are modified in

Subsection 903.6.1. Any modifications to any existing structure, w the use group classification as defined in the IBC, within a structure or portion thereof changes, shall result in the requirement that the entire structure be fully protected by an approved automatic supervised fire suppression system complying with NFPA 13 and this chapter.

Exceptions:

1. Where the use group classification changes from a Business or Mercantile classification to a Business or Mercantile classification; and the total area involving the change of use is less than 5,000 square feet; and no other provisions of this chapter would otherwise require fire sprinklers to be installed in the building or structure.
2. One and two family dwellings.

Subsection 903.6.2. Any modifications to any existing structure, w the height and/or area of a structure is increased, shall result in the requirement that the entire structure be fully protected by an approved automatic supervised fire suppression system complying with NFPA 13.

Exceptions:

1. Where the height of a building is increased due to the roof of a structure being altered, and there is no useable space for storage, mechanical, or occupants created by the alteration.
2. One and two family dwellings.

Subsection 903.6.3. Any modifications to any existing structure, w the cost of modifications would be greater than 50% of the fair market value of the structure, shall result in the requirement that the entire structure be fully protected by an approved automatic supervised fire protection system complying with NFPA 13.

Exception: One and two family dwellings.

Subsection 903.6.4. Any modifications to any existing one or two family dwelling, as described in 1-4 of this subsection below, shall result in the requirement that the entire structure be fully protected by an approved automatic supervised fire suppression system complying with NFPA 13D.

1. Structural members are removed and replaced whereby all which remains existing as original is the building's foundation; or,
2. Structural members are removed and replaced whereby all which remains existing as original is the building's foundation and first story structural flooring; or,
3. More than 75% of all interior walls are removed, relocated and/or replaced; or,
4. All floor joists and decking of all floors are removed and replaced.

25. **Subsection 903.7** is created to read as follows:

Hydraulic Design. A copy of the hydraulic nameplate shall be provided on each drawing for all hydraulically-calculated areas.

26. **Subsection 903.8** is created to read as follows:

Fire Pump Room. All automatic fire sprinkler system pump rooms shall be provided a one-hour separation. An outside access door shall be provided for all automatic fire sprinkler system pump rooms. The door shall be labeled "Fire Sprinkler Pump Room" in minimum four (4) inch contrasting letters.

27. **Subsection 905.3.9** is created to read as follows:

Warehouse storage. In all warehouse storage areas exceeding 30,000 square feet, where storage exceeds 12 feet high, owner or user shall: provide inside 2 ½ inch fire hose valves with 1 ½ inch reducer to an 1 ½ inch connection; locate the valves at each door entrance to the warehouse and/or storage area; provide additional 2 ½ inch fire hose valves so that no portion of the warehouse and/or storage area is more than 120 feet maximum travel distance to a fire hose valve; show the location of all obstructions and/or racks on the drawing; and provide the fire hose valves system piping consisting of:

1. A separate riser piping system.
2. The 2 ½ inch valves shall be supplied by a minimum of 4 inch piping with 2 ½ inch drops to each valve.
3. Where system pressures exceed 100 psi provide reducing pressure field adjustable type valves approved by the AHJ.

28. **Subsection 907.1.4** is created to read as follows:

Addressable Fire Alarm Systems. All new fire alarms shall be of the addressable type and shall be installed in accordance with NFPA 72.

When existing fire alarm systems are repaired or replaced, they are required to be an addressable type system in accordance to the following:

1. Where buildings are greater the three (3) stories in height; or
2. Where any one story of a building is greater than 10,000 SF; or
3. In all A1, A2, E, I1, I2, I3, R1, R2 type occupancies.

29. **Subsection 907.1.5** is added to read as follows:

Monitoring. Fire alarm systems required by this chapter or otherwise required shall be monitored by a remote supervising station in accordance with NFPA 72 and shall terminate at the Fire Department communications center. All new fire alarm systems shall transmit trouble, supervisory and fire signals directly to the fire department communications center remote receiving station via a wireless transmitter in accordance with NFPA 72. Only equipment certified and approved by the remote receiving station and/or its designated

proprietor may be installed. The designate proprietary agent shall be the only authorized installer of the approved radio transmitters.

Existing required systems that do not currently transmit directly to the Fire Department's communications center using the approved wireless system shall be changed to the wireless system/network in accordance with the following:

1. At the property owner's request; or
2. Upon replacement of the main fire control panel; or
3. In any event, on or before January 1, 2021.

30. **Subsection 907.2** is deleted and the following inserted in its place:

Where required - new buildings and structures. An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in all new buildings, structures and occupancies:

Exceptions.

1. One and Two Family Dwellings.
2. Residential Group R-2 with less than four dwelling units.

All such systems shall also be provided in accordance with Subsections 907.2.1 through 907.2.23 and provide occupant notification in accordance with Subsection 907.5, unless other requirements are provided by another Subsection of this code.

The exceptions in the following Subsections are deleted: 907.2.1, 907.2.2, 907.2.3(3), 907.2.4, 907.2.7(1), 907.2.8.1(2), 907.2.9.1(2), 907.2.10.1(2).

31. **Subsection 907.2.24** is created to read as follows:

Buildings without an approved automatic sprinkler system. A fire alarm system utilizing automatic fire detectors and manual fire alarm devices shall be provided throughout all buildings not provided with an automatic sprinkler system complying with NFPA 13 or NFPA 13R.

32. **Subsection 907.5** is amended to delete the Subsection entirely and the following inserted in its place:

Occupant Notification Systems. A fire alarm system shall annunciate at

the fire alarm control unit and shall initiate occupant notification upon activation, in accordance with Subsections 907.5.1 through 907.5.2.3.4. The activation of any of the following devices shall result in occupant notification:

1. Automatic fire detectors.
2. Automatic fire sprinkler system water-flow devices.
3. Manual fire alarm boxes.
4. Automatic fire extinguishing systems when installed in buildings or structures that are provided with occupant notification.

33. **Subsection 907.5.2.3.4** is created to read as follows:

Multi-Tenant Group M. Single story, multi-tenant group M buildings shall be "ring by tenant" when activated by the automatic fire detection system and shall include a weatherproof, clear outside strobe over the entrance to each tenant space as directed by the Fire Code Official. All outside strobes shall be 75 cd.

34. **Subsection 907.9** is amended to add the following sentence at the end of the paragraph:

In addition to the requirements of Chapter 11, an approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in all existing buildings, structures and occupancies.

Exception 1: One and Two Family Dwellings.

Exception 2: Residential Group R-2 with less than five dwelling units.

35. **Subsection 913.1.1** is created to read as follows:

Fire Sprinkler System - Fire Pump Test Header.

1. Provide OS&Y control valve on all fire pump test headers.
2. Provide an outside test header on fire pump installations.

36. **Subsection 5504.3.1.1.3** is amended to delete the Subsection entirely and the following inserted in its place:

Location. Containers of cryogenic fluids shall not be located within diked areas containing other hazardous materials. Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited

in all zoning districts except by permit.

37. **Subsection 5704.2.9.6.1** is amended to delete the Subsection entirely and the following inserted in its place:

Locations Where Above Ground Tanks Are Prohibited. Storage of class I and class II liquids in above-ground tanks outside of buildings is prohibited in all zoning districts except by permit.

38. **Subsection 6104.2** is amended to delete the Subsection entirely and the following inserted in its place:

Maximum Capacity Within Established Limits. Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons (7,570 l). Such storage is prohibited in all zoning districts except by operational permit.

Exception:

In particular installations, this maximum capacity limit shall be determined by the Fire Code Official after consideration of special features such as topographical conditions, nature of occupancy, proximity to buildings, capacity of proposed containers, degree of fire protection to be provided and capabilities of the Fire Department.

ARTICLE 3: That Chapter 150 BUILDING REGULATIONS, Section 150.001 through 150.139 of the La Grange Park Building Regulations are hereby amended to delete the section in its entirety and be replaced with the following language:

§ 150.01 TITLE

This Article will be known as the Building Regulations of the Village of La Grange Park.

§ 150.02 PURPOSE

The purpose of this Chapter is to promote the safety, health and public welfare through structural strength and stability, adequate means of egress,

adequate light and ventilation and protection of life and property from fire and hazards incidental to the design, construction, alteration, removal or demolition of buildings or structures. This Chapter sets forth requirements which are considered reasonable and are held in every instance to be the minimum standards necessary to promote public health, safety and the general welfare.

§ 150.03 CHAPTER AS REMEDIAL

This Chapter shall be construed to secure its expressed intent, which is to insure public safety, health and welfare insofar as they are affected by building construction, through structural strength, adequate egress facilities, sanitary equipment, light and ventilation, and fire safety; and, in general, to protect persons and property from all hazards incident to the design, erection, construction, alteration, removal or demolition of buildings and structures.

§ 150.04 DEFINITIONS

The following words and phrases as used in this Title shall have the following meanings unless a different meaning is required by the context. Where terms are not defined herein and are defined elsewhere in this Code, they shall have the meanings as so defined.

ALTERATION. A change in size, shape, character or use of a structure.

APPROVED. "Approved," as applied to a material, device, or method of construction, shall mean approved by the Director of Fire and Building under the provisions of this Chapter, or approved by other authority designated by law to give approval in the matter in question.

BUILDING, EXISTING. A building erected prior to the adoption of this Chapter, or one for which a legal building permit has been issued prior to the adoption of this chapter.

BUILDING HEIGHT. The height in feet shall be taken as the vertical distance from the average grade adjacent to the building to the mean height of the roof. In determining height, parapet walls not exceeding three feet (3') in height from the roof surface shall not be considered. Any projection, penthouse, roof tank, chimney and similar roof structure shall not be included in height unless the aggregate area of such structures exceeds one-third (1/3) of the area of the roof of the building.

BUILDING OFFICIAL. Those individual(s) authorized by the Director of Fire and Building from time to time to administer and enforce this Chapter. The Building Official may be an employee of the Village or an independent contractor hired by the Village to act in this role.

BUILDING PERMIT. A permit issued by the Village for construction, erection or alteration of a structure or building.

CONTRACTOR. A person or business who agrees to furnish construction materials and/or perform construction services, for a specific price.

CONTRACTORS. Shall include, but not be limited to: carpenters, electricians, plumbers, cement contractors, siding installers, excavators, heating, ventilation, air conditioning and sheet metal, masonries, sewer, house moving and window installers. Any contractor performing work requiring a building permit shall be licensed.

DRAFT STOPPING. Building materials installed to prevent the movement of air, smoke, flames and gases to other areas of a building through large concealed passages such as attic spaces and floor assemblies with suspended ceilings or open web trusses.

ELEVATOR. A hoisting and lowering mechanism equipped with a car or platform which moves in guides for the transportation of individuals or freight in a substantially vertical direction through successive floors or levels of a building or structure.

FIRE STOPPING. Building materials installed to prevent the movement of flame and gases to other areas of a building through small-concealed passages in building components such as floors, walls and stairs.

HORIZONTAL SEPARATION. A permanent open space between the building wall under consideration and the nearest line to which a building is or may be legally built. Cornices and eaves projecting less than twelve (12) inches, belt courses, bay windows and window sills projecting less than four (4) inches and drop awnings shall not be considered in determining horizontal separation.

LATCH. A spring-loaded device which automatically holds a swinging door shut upon closing by engaging a strike and which is released by turning a knob, lever or similar actuator from inside or outside.

MUNICIPALITY. Whenever used in this Code, it shall mean the Village of La Grange Park.

REPAIR. The replacement of existing work with equivalent materials for the purpose of its maintenance, but not including additional work that would affect safety, or affect required exit facilities, or a vital element or an elevator, plumbing, gas piping, wiring, ventilating or heating installation or any work that would be in violation of a provision of this Chapter or any other law governing building construction.

SHALL. As used in this Code, means mandatory.

§ 150.05 APPLICABILITY - EXEMPTIONS - MORE RESTRICTIVE REGULATIONS

- (A) This Chapter shall control all matters concerning the construction, alteration, addition, repair, removal, demolition, occupancy and maintenance of all buildings and structures, and shall apply to existing or proposed buildings and structures; except as such matters are otherwise provided for in other ordinances or statutes, or in the rules and regulations authorized by or promulgated under the provisions of this Chapter.
- (B) All buildings and structures, and parts and appurtenances thereof, both existing and hereafter erected or installed shall be maintained in such a way to keep occupants, owners, users and guests reasonably safe from the hazards of fire, explosion, collapse, contagion and spread of infectious disease. The Director of Fire & Building is authorized to order necessary corrective work, repair, replacement or removal if he/she finds that standards listed herein are not being met.
- (C) No building or structure shall be modified, extended, repaired, removed or altered unless a building permit authorizing such construction is first procured (unless work is exempt as provided in Subsection 150.010 (A)) and no building shall be demolished, in whole or substantial part, unless a demolition permit is procured, as provided herein.
- (D) When the provisions contained in this Chapter conflict with any other provisions contained in this Code or in any state or federal statute, the most restrictive or rigid provisions shall control.

§ 150.06 NON-CONFORMING STRUCTURES - STRUCTURES EXISTING ON DATE OF ADOPTION OF CHAPTER AND STRUCTURES MOVED INTO VILLAGE

- (A) It shall be unlawful to use or occupy any building or structure, or part thereof, in violation of the provisions of this Chapter.
- (B) The use and occupancy of any existing structure which legally conformed to regulations which were in existence immediately prior to the adoption of this Chapter (i.e., legal nonconforming structure) may be continued without change, except as may be specifically provided for in this Chapter.
- (C) Alterations or repairs may be made to any legal nonconforming structure without requiring the existing structure to comply with all the requirements of this Chapter, provided such alterations or repairs conform to the requirements of this Chapter. Alterations or repairs shall not cause an existing structure to become unsafe or adversely affect the performance of the structure.
- (D) In the event a legal nonconforming building or structure is damaged, altered or repaired at a cost exceeding fifty percent (50%) of its then-current replacement value, exclusive of foundation, the Village may require that the entire building or portions thereof be brought into compliance with all provisions of this Chapter.
- (E) Any modifications to any existing buildings, as noted in this subsection below, shall be made to conform with the requirements of this Chapter in respect to means of egress, fire protection, fire suppression, light and ventilation and life safety.
- (1) Structural members are removed and replaced w all that remains existing as original is the building's foundation; or
 - (2) Structural members are removed and replaced w all that remains existing as original is the building's foundation and first story structural flooring; or
 - (3) More than 75% of all interior walls are removed, relocated and/or replaced; or
 - (4) All floor joists and decking of all floors are removed and replaced.
- (F) Any building or structure moved into or within the Village shall comply with the provisions of this Chapter for new buildings and structures and shall

not be used or occupied in whole or in part until certificates of occupancy shall have been issued by the Village.

§ 150.07 PUBLIC SAFETY

- (A) *Occupation of Streets, Sidewalks and Parkways.* No building materials shall be stored or kept on streets, parkways or sidewalks between the hours of 7:00 p.m. and 7:00 a.m. No material shall be so placed as to block or impede access to any fire hydrant, valve chamber, manhole or catch basin, or obstruct the gutter or waterway of any street.
- (B) *Bypass Walk.* Before any sidewalk is obstructed by scaffolding or other material, or is removed, a safe hard-surface temporary bypass walk shall be constructed and maintained. Pedestrians shall be protected from vehicular traffic by a barricade or fence. During overhead construction, pedestrians shall further be protected from falling debris by solid overhead planking.
- (C) *Barricades Required.* No person may use public property for storage of construction materials unless the materials are shielded by substantial and suitable barricades and sufficient warning lights or flares to guard and protect all traffic and passersby.
- (D) *Damage to Barricading.* It shall be unlawful to move, remove, turn off, extinguish, diminish or disturb any light or barricade required by (C) above.
- (E) *Mortar Beds.* Mortar beds or boxes shall be so placed and guarded as to protect the clothing of persons passing, and shall not be located upon any street or public way. Mortar beds or boxes shall not be placed upon any public sidewalk, and no mortar shall be mixed upon any public pavement or sidewalk surface.
- (F) *Dust control.* It shall be unlawful to cut or grind any concrete, masonry, stone, rock or similar material without a dust collection system or wet methods on any private or public property in the village.
- (G) *Material on Public Property.* As soon as construction work is completed, all remaining construction material shall be promptly removed from public property and the streets and sidewalks shall be cleared and restored to the same condition as before the construction work was started.

- (H) *Removal of Rubbish - Public Property.* Rubbish or excavated material which is deposited on the sidewalks or streets shall be removed each day, as rapidly as produced. When materials or rubbish causing dust are handled they must be well wetted down.
- (I) *Removal of Rubbish - Private Property.* Rubbish or materials shall not be thrown, dropped or swept from any floor above the ground or from any roof, but shall either be carried or lowered in such a manner as not to cause dust.
- (J) *Public Inconvenience.* All building operations shall be conducted in a manner that least inconveniences the general public and abutting property owners.
- (K) *Protection of Passersby.* Where during construction an excavation or other hazard exists, the contractor shall provide and maintain a barricade or fence for the protection of passersby.
- (L) *Closing Streets.* When necessary for the public safety, the Director of Fire and Building may temporarily close sidewalks, streets and places adjacent to any unsafe or unstable structures.

§ 150.08 CONTRACTOR LICENSE AND INSURANCE

- (A) *License Required.* No person shall engage in the business of contractor within the Village without first obtaining a license therefor. Application for the license shall be made and the license shall be issued as provided in the code. No contractor shall engage in business without first obtaining a professional certification, if required by state statute.
- (B) *Expiration.* All contractor licenses shall be valid for one year from the date of issuance. All contractor licenses shall become invalid if a bond or certificate of insurance expires or is cancelled. A contractor licensed by the State of Illinois who registers with the Village shall not be required to obtain a village license so long as its/his/her Illinois license remains valid and he/she/it maintains the required bond or certificate of insurance.
- (C) *Annual Fee.* The cost of an annual contractor license shall be remitted in accordance with Subsection 150.012. A contractor's business license fee will be waived if the contractor is required by state law to obtain a professional permit, license or certificate on an annual basis from any department or agency of the state. A license will be required unless

satisfactory evidence is offered that the professional certification has been obtained.

(D) *Bond.* Before any license is issued, the contractor must provide the Village with a corporate surety bond, in the amount of \$10,000, conditioned to indemnify and hold the Village harmless from liability, loss or damage resulting from the work undertaken or performed by the contractor. Such bond shall also guarantee completion of the work in conformance with all applicable codes. House moving, raising or shoring projects require a public liability insurance policy in an amount not less than \$100,000.

(E) *Insurance.* All contractors shall file with the Village, prior to the issuance of a building permit, a certificate of insurance with coverage as follows:

- (1) Public liability insurance for each person in the sum of One Hundred Thousand Dollars (\$100,000) and for each accident in the sum of Three Hundred Thousand Dollars (\$300,000).
- (2) Property damage insurance in the amount of Fifty Thousand Dollars (\$50,000) limited to not less than Ten Thousand Dollars (\$10,000) for each accident.

(F) *Existing Violations.* The Village is not required to issue a building permit or contractor license to any contractor responsible for existing code violations until such violations have been corrected.

(G) *Suspension, Revocation of Contractor License.* When any licensed contractor commits one or more of the offenses listed below, a committee consisting of the Village President, Village Clerk and Director of Fire and Building shall be authorized to summarily order the suspension of a company's or individual's contractor license. Within seven days after a license or permit is suspended, the committee shall call a hearing for the purpose of determining whether or not the license or permit should be revoked. Contractor licenses issued by the village may be suspended or revoked after notice and hearing, for any of the following causes:

- (1) Any fraud, misrepresentation or false statement contained in the application for the license or construction permit;
- (2) Failure to obtain necessary building permit(s) for work requiring a permit;
- (3) Failure to comply with the applicable building codes, or failure to correct such violation of the building codes;
- (4) Pattern of code violations or defects in construction performed in

- the village;
- (5) Conviction of any felony or of a misdemeanor where such conviction indicates an inability to perform building or construction services in a safe, honest and legitimate manner;
 - (6) Failure of the licensee to pay any fine, penalty, fee or charge owed to the village;
 - (7) Refusal to permit an inspection or material sampling, or any interference with an authorized village representative performing his or her inspection duties.

Revocation of a contractor's license shall not preclude prosecution and imposition of any other penalties provided for the violation of other provisions of this code or other village ordinances.

Notice of the hearing for revocation of a contractor's license shall be given to the licensee at his/her/its last known address by regular and certified mail, return receipt requested, setting forth specifically the grounds of the complaint and the time and place of the public hearing. Such notice shall be sent at least five days prior to the date set for the hearing. If the licensee requests a continuance of the hearing, a suspension of the license shall be in effect until the Committee renders a decision. Within a reasonable time after the conclusion of the hearing, but not later than five days after the hearing is concluded, the Village President shall file a written decision and findings of fact.

§ 150.09 APPROVED MATERIALS - MODIFICATIONS

- (A) *Construction Method.* All materials, equipment and devices approved for use by the provisions of this Chapter shall be constructed and installed only in accordance with such approval.
- (B) *Modifications.* When there are practical difficulties involved in carrying out structural or mechanical provisions of this Chapter or of an approved rule, the Village may vary or modify such provision upon application by the owner or the owner's representative, provided that the spirit and intent of this Chapter shall be observed and public welfare and safety be assured.
- (C) *Records.* The application for modification and the final decision of the Village shall be in writing and shall be officially recorded with the application for the permit in the permanent records of the Director of Fire and Building.

- (D) *Used Materials and Equipment.* Used materials, equipment and devices may be utilized provided they have been reconditioned, tested and placed in good and proper working condition and approved for use by the Village.
- (E) *Alternative Materials and Equipment.* The provisions of this Chapter are not intended to prevent the use of any material or method of construction not specifically prescribed by this Chapter, provided any such alternative has been approved. The Village may approve any such alternative provided the Village finds that the proposed design is satisfactory and complies with the intent of the provisions of this Chapter, and that the material, method or work offered is, for the purposes intended, at least the equivalent of that prescribed in this Chapter, in quality, strength, effectiveness, fire resistance, durability and safety.
- (F) *Research and Investigations.* The Village shall require that sufficient technical data be submitted to substantiate the proposed use of any material or assembly and if it is determined that the evidence submitted is satisfactory proof of performance for the use intended, the Village may approve its use subject to the requirements of this Chapter. The costs of all tests, reports and investigations required under these provisions shall be paid by the applicant.
- (G) *Research Reports.* The Village may accept as supporting data to assist in the determination duly authenticated research reports from approved sources for all materials or assemblies proposed for use which are not specifically provided for in this Chapter.

§ 150.010 DIRECTOR OF FIRE AND BUILDING - DUTIES AND POWERS

- (A) *Authority.* It shall be the duty of the Director of Fire and Building or his/her designee to administer and enforce the provisions of this Chapter and all other regulations relating to building and zoning and to inspect all buildings, structures, parts and appurtenances thereof regulated by this Chapter as frequently as may be necessary to insure compliance with the provisions of this Chapter. The Director of Fire and Building is authorized to issue determinations, interpretations and orders as necessary, and require plats, plans and other descriptive materials in connection with applications for permits as are necessary ensure compliance with this Chapter.

The Director of Fire and Building is authorized to delegate the power, duty

and authority to enforce the provisions of this Chapter to a Building Official, who may be either an employee of the Village or an outside consultant retained by the Village.

- (B) *General.* The Director of Fire and Building, or designee, shall enforce all the provisions of this Chapter and shall act on any questions relative to the mode or manner of construction and the materials to be used in the erection, addition, alteration, repair, removal, demolition, installation of service equipment and the location, use, occupancy and maintenance of all buildings and structures.
- (C) *Inspections.* The Director of Fire and Building shall perform all required inspections, or may accept reports of inspections by the Building Official or other approved agencies or individuals; all reports of such inspections shall be in writing and certified by a responsible officer of such approved agency or by the responsible individual. The Director of Fire and Building may engage such experts as may be necessary to analyze and make recommendations on unusual technical issues that arise during the course of construction. The cost of these experts shall be borne by the property owner/permit applicant.
- (D) *Credentials.* The Director of Fire and Building, Building Official and his/her authorized representatives shall carry proper credentials for their respective office when inspecting any buildings and premises and performing duties under this Chapter.
- (E) *Rulemaking Authority.* The Director of Fire and Building shall be authorized, in the interest of public health, safety and general welfare, to adopt and promulgate rules and regulations, to interpret and implement the provisions of this Chapter, to secure the intent thereof and to designate requirements applicable because of local climatic or other conditions; but such rules shall not have the effect of waiving working stresses or fire resistance requirements specifically provided in this Chapter, or violating accepted engineering practices impacting public safety.
- (F) *Records.* The Director of Fire and Building shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections and notices and orders issued. Such records shall be retained as official records so long as the building or structure to which they relate remains in existence unless otherwise provided by other

regulations. Plans and specifications for single family houses and accessory structures may be destroyed after five (5) years. Those parts of plans for commercial, retail, industrial or multi-family buildings which may be useful for future periodic inspections shall be kept.

(G) *Supervision.* The Director of Fire & Building shall have the power to issue "stop work" orders on construction, installation, alteration or repair of buildings and structures, and parts and appurtenances thereof, regulated by this Chapter, when such work is being done in violation of any provision relating thereto, or in violation of the Zoning Code.

§ 150.011 BUILDING PERMITS

(A) *Permit Required.* No person shall begin the erection, construction, alteration or repair, demolition or movement of any building or begin the clearing or excavating of the site of any proposed building or structure; or construct or alter the size or style of any fence; or construct or maintain any driveway in or across any public walk, parkway or curb, without first having applied for and obtained a permit in writing to do so from the Village. All permits will be signed by the Director of Fire & Building. All residential permits shall be valid for a period of one (1) year from the date of issuance. All non-residential permits shall be valid for a period of eighteen (18) months from date of issuance. When applicable, all permits shall comply with the fire protection requirements of Chapter 91 of this code.

(B) *Work Exempt from permit.* Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in a manner in violation of the provisions of this code or other ordinances of the Village of La Grange Park. Permits shall not be required for the following:

- (1) Painting or surface coating
- (2) Insulation of open areas or weather strip
- (3) Installation of storm doors or storm windows (residential only)
- (4) Installation of decorative landscaping or plantings
- (5) Installation of awnings or shades (residential only)
- (6) Replacement of plumbing fixtures with existing shutoffs, faucets, toilets, and shower heads
- (7) Replacement of electrical fixtures without any new wiring, lights, ceiling fans, switches, outlets or devices

- (8) Replacement of existing appliances in the same locations
- (9) Replacement of existing flooring, tile, carpeting, countertops or similar finishes
- (10) Masonry tuckpointing
- (11) Asphalt sealcoating (residential only)

(C) *Application Form.* An application for a permit shall be submitted in such form as approved by the Director of Fire and Building. Such application shall contain the full names and addresses of the applicant and of the property owner, and if the owner is a corporate body, trustee, or partnership, the full name(s) and address(s) of its officers and directors. In addition, said application shall be executed by the property owner or his/her/its duly authorized agent. The application shall describe the proposed work. Applicant shall also sign a Reimbursement of Fees Agreement, as outlined in Subsection 150.012 (A).

(D) *Plat of Survey Required.* Simultaneously with each permit application, the applicant shall submit to the Director of Fire & Building three (3) copies of a plat of survey of the lot by an Illinois Registered Land Surveyor or professional engineer, showing the lot dimensions, the locations and dimensions of all existing structures, and accessory uses (e.g., swimming pools, decks, patios, sheds, driveways, fencing).

(E) *Storm water Management Plans.* When a new structure, driveway, patio or other non- permeable improvement to land is proposed that will add more than two hundred- fifty (250) square feet of ground area coverage, a storm water management plan complying with Chapter 154 of this code shall be required. The storm water management plan shall include detailed plans and specifications for storm water management, soil erosion control, existing and final grading on the subject property. Such plans and specifications will be on a drawing or drawings separate from all other plans and specifications. Such plans and specifications shall be prepared and certified by a professional engineer, shall be made in conformance with the requirements of Chapter 154 for the approval of the Director of Fire and Building and/or Village Engineer. Among other details, the required storm water management plans shall include:

- (1) Drainage plans and soil erosion control during construction;
- (2) Storm water management within the property boundaries, and both existing topographical data and final grading of the subject property.

(F) *Site Plan*. Site plan shall be drawn to scale and include the location of all proposed and existing buildings and accessory structures, additions and alterations, accessory uses (e.g., swimming pools, decks, patio, sheds, driveways), trees over six-inch caliper on private property and within the public right-of-way immediately adjacent to the subject property, parking areas and drives, all utility locations, and any other information deemed necessary by the Director of Fire & Building or Village Engineer.

(G) *Construction Plan Required*. Three (3) sets of plans, drawings, specifications and calculations meeting the architectural, mechanical, structural and electrical requirements of this Chapter shall be presented to the Director of Fire & Building for review before a permit will be granted. All plans shall include the seal of an architect or structural engineer licensed in the State of Illinois.

If approved by the Director of Fire and Building, detached accessory structures, 1 story decks, interior non-structural remodeling of an existing structure and other minor repairs may not require a licensed architect or structural engineer seal.

(H) *Proof of Compliance*. Permits shall not be issued until satisfactory proof has been submitted that an adequate and approved water supply and sewage facilities are available; that surface and roof drainage will not damage adjoining properties; that, to maintain the public safety because of the activity on and adjacent to the property, public pedestrian walks and curbs are provided and that access for police and fire equipment is provided on a satisfactory all-weather roadway.

(I) *Construction Plans*. In all construction work for which a permit is required, the approved permit and stamped drawings and plans shall be kept on file at the construction site while the work is in progress. The permit placard shall be posted on the site at all times; failure to do so may subject applicant to penalties under Subsection 150.016.

(J) *Alteration of Plans*. It shall be unlawful to erase, alter or modify any lines, figures or coloring contained upon drawings or plans bearing the approval stamp of the Director of Fire & Building or filed with him for reference. If during the progress of the execution of permitted work, applicant wishes to deviate from the terms of the application, plans, specifications or drawings, applicant shall notify the Director of Fire & Building and submit an amended plan showing such alteration or deviation; such alteration or

deviation must be approved in writing by the Director of Fire and Building or his designee before any alterations are made. Plan alterations shall include the seal of an architect or structural engineer complying with Subsection 150.011 (G) when required by the Director of Fire and Building.

(K) *Demolition of Buildings or Signs.*

(1) Before a building or sign may be demolished, the owner or applicant shall comply with Subsection 150.014, and shall notify all utilities having service connections within the structure such as water, electric, gas, sewer, etc. A permit to demolish a building or sign shall not be issued until a release is obtained from the utilities, stating that their respective service connections and appurtenant equipment, such as meters and regulators, have been removed or sealed and plugged in a safe manner.

(2) The demolition plan shall show all buildings or signs to be demolished and the buildings or signs on the same lot that are to remain. After the demolition, the premises will be placed in a satisfactory condition, free from all unsafe or hazardous conditions.

(L) *Action on Application.* Examination of permit applications and plans will be made within a reasonable time after a complete application is filed. If, after examination, the Director of Fire & Building finds that the proposed work will comply with the laws and ordinances applicable thereto and has no objections to the work, he shall approve the application and issue a permit for the proposed work. If his examination reveals otherwise, he shall reject such application and notify the applicant.

(M) *Revocation of Permit.* The Director of Fire & Building may revoke a permit previously issued if there has been any false statement or misrepresentation as to a material fact in the application or plans on which the permit or approval was based.

(N) *Approval of Permit in Part.* Nothing in this Chapter shall be construed to prevent the Director of Fire & Building from issuing a permit for the construction of part of a building or structure before the entire plans and detailed specifications of said building or structure have been submitted or approved, provided adequate information and detailed statements have been submitted and have been found to comply with this Chapter.

- (O) *Permit for Moving Building or Structure.* Before a building or structure may be moved, the owner or agent shall notify all utilities having service connections within the building or structure such as water, electric, gas, sewer and any other connections. A permit for moving a building or structure shall not be issued until a release is obtained from the utilities concerned stating that their respective connections and appurtenant equipment, such as meters and regulators, have been removed or sealed and plugged in a safe manner.
- (P) *Payment of Fees.* A permit shall not be issued until all required fees have been paid.
- (Q) *Compliance with Chapter.* The permit shall be a license to proceed with the work and shall not be construed as authority to violate any of the provisions of this Chapter, except as stipulated by such modifications or variation as specifically approved by the Director of Fire and Building.
- (R) *Compliance with Permit.* All work shall conform to the approved application and plans for which the permit has been issued and any approved amendments thereto.
- (S) *Compliance with Plan & Submittal of Spot Survey.* All new work shall be located strictly in locations shown on the approved plan. One copy of a Spotted Survey, prepared by a registered land surveyor of the State of Illinois, will be required within fourteen (14) days after a new primary structure is placed on the lot. Said Spotted Survey shall at a minimum include the following information:
- (1) Exact location and measurements of foundation.
 - (2) Front, rear and side yard measurements.
 - (3) True U.S.G.S. elevation of top of foundation wall and existing grade of curb, sidewalk, or existing grade of street or roadway.

No construction will be permitted past the decking over the foundation except for water, sewage and related items unless such platted survey has been filed with and approved by the Director of Fire and Building. This requirement may be waived for additions to single family residential buildings having a floor area of less than five (500) hundred square feet and accessory structures.

- (T) *Expiration and Extension of Building Permit.* If the work described in any

permit issued pursuant to this Chapter does not commence within six (6) months after the date of permit issuance, such permit may be revoked by the Director of Fire and Building. Where, under authority of a permit, work has begun but has ceased for a continuous or cumulative period of six (6) months, all rights under such permit shall be terminated and work can be continued only after application for and issuance of a new permit. Where, under authority of a permit, work has not been completed and an occupancy permit for said work issued within twelve (12) months after the issuance of such permit, all rights under such permit shall thereupon terminate and work can be continued only after application for and issuance of a new permit. The fee for said new permit shall be equivalent to the fee applicable to the original building permit obtained. Extensions of issued building permits for up to six (6) months may be granted by the Director of Fire and Building upon written request and payment of the required fee in accordance with Subsection 150.012.

§ 150.012 PERMIT FEES - DEPOSITS - BONDS

The permit fees and charges applicable to all development, building or construction within the Village shall be those fees and charges as set forth herein.

One & Two Family Residential Structures	
New Structure	1.75% of construction costs*
Addition	1.75% of construction costs*
Interior Remodel	1.75% of construction costs*
Garage	1.75% of construction costs*
Temporary/ Conditional Occupancy	\$100.00 and cash bond of \$2,500
Permit Extension	1.75% of remaining construction cost*

**Plus all applicable deposit, bond, tap and meter fee requirements*

Miscellaneous Residential Permit Fees	
Above Ground Swimming Pool/Hot Tub	\$200.00
In-Ground Swimming Pool	1.5% construction cost + \$150.00 plan review
Driveway	\$125.00
Walkway or Patio	\$75.00
Fence	\$100.00
Generator	\$150.00 per unit
HVAC or Boiler Replacement	\$75.00 per unit
HVAC System - New	1.5% of construction cost - min. \$75.00
Lawn Sprinkler/Irrigation System	\$75.00
Roof - New	\$125.00
Roof Repair	\$75.00
Accessory Structures, <i>Including but not limited to: deck, gazebo, pergola, shed; not listed separately</i>	\$175.00 per structure
Repairs, Alterations, <i>Including but not limited to: windows, siding, drain tile, plumbing, electric; not listed separately</i>	1.5% of construction cost - min. \$75.00

All Structures (Excluding One & Two Family Residential)	
New Structure/Remodel/Addition Under \$1,000,000 in construction costs	1.5% of construction cost + other fees**
\$1,000,000 - \$5,000,000 in construction cost	1.0% of construction cost added to above
Over \$5,000,000 in construction cost	0.5% of construction cost added to above

Plumbing - New/Repairs/Alterations	\$100.00 up to 5 fixtures + \$10.00 each additional fixture
Electric - New/Repairs/Alterations	1.5% of construction cost - min. \$100.00 + \$10.00 per circuit
HVAC or Boiler - New/Repairs/Replacement	1.5% of construction cost - min. \$100.00 + \$25.00 per unit
Parking Lot - New/Resurface	1.5% of construction cost - min. \$75.00
Repairs, Alterations, <i>Including but not limited to: windows, siding, drain tile, plumbing, electric; not listed separately</i>	1.5% of construction cost - min. \$75.00
Permit Extension	1.5% of remaining construction cost**
Occupancy - Final Multi-Family	\$50.00 per dwelling unit
Occupancy - Final Other	\$100.00
Occupancy - Temporary/Conditional	\$100.00 and \$5,000 cash bond

****Plus all applicable plumbing, electric, HVAC, tap, occupancy, deposit and bond fees and requirements.**

Demolition	
One & Two Family Structures	\$500.00***
Multi-Family	1.5% of demolition cost - min. \$500.00***
Non-Residential	1.5% of demolition cost - min. \$500.00***
Residential Garage/Accessory Structure	\$50.00

*****Plus \$2,500.00 required Site Management Bond**

Tap & Water Fees	
Water Tap	\$750.00
Sewer Tap	\$750.00
Water Use During Construction	\$300.00
Meter & Connection Fee	\$500.00

Signs	
Illuminated	\$125.00 each
Non-Illuminated	\$75.00 each
Face Change	\$75.00 each

Contractor License	
General	\$75 annually
All Other Contractors	\$50 annually

Elevators	
New Elevator	\$250.00 + \$125.00 for each failed inspection
Safety Testing Inspection	\$125.00 each
Semi-Annual Inspection	\$60.00 each

In-House Review Fees	
In-House Review Fees (if applicable)	\$100.00 initial hour + \$50.00 each additional hour/resubmittal

(A) *Reimbursement of Fees Agreement.* Upon filing a permit application with the Village, the applicant shall be required to execute a Reimbursement of Fees Agreement in a form approved by the Village Attorney, requiring the reimbursement of all out-of-pocket costs and any in-house review fees incurred by the Village in relation to the application. The applicant shall also be required to provide a deposit, in accordance with the following schedule:

One & Two Family Structures	
New Construction	\$2,500.00
Addition	\$1,000.00
Interior Remodel	\$250.00
Garage	\$500.00
All Other Structures	
New Construction/Addition	\$5,000.00
Alterations/Remodel	\$500.00

If the deposit is not sufficient to cover the out-of-pocket costs and in-house review fees incurred, the applicant will be required to pay any outstanding amounts prior to issuance of an occupancy permit. Upon final payment of all costs incurred by the Village, the Village shall refund the remaining balance of the deposit to the applicant.

(B) Right of Way Bonds

(1) *Bond Requirement. Timing of Payment Amount.* Prior to the issuance of a building permit for each lot where street or sidewalk improvements are being installed, a cash bond shall be deposited with the Village to indemnify the Village against damage to the streets, curbs, and sidewalks and parkways, and to insure the proper installation, repair and/or complete restoration of streets, curbs, sidewalks and/or parkways in accordance with the instructions of the Director of Fire and Building. The Village shall be under no obligation to pay interest on this money. It shall be the responsibility of the general contractor to notify the Village of any streets, curbs sidewalks or parkways that were damaged prior to the start of construction on a lot. The cash bond shall be submitted in accordance with the following schedule:

Sidewalk/Parkway Opening	\$500.00
V Street Opening	\$1,000.00
Full Street Opening	\$1,500.00

(2) *Bond Refund.* Upon the final completion of all the work under the permit, so much of such deposit as necessary to reimburse the Village for the repair and/or restoration of the damaged streets, curbs, sidewalks or parkways shall be retained by the Village and the remainder shall be returned to the depositor; provided, however, that nothing herein contained shall preclude the Village from maintaining an action against any person or persons to recover for damage done to any street, sidewalk or parkway.

(C) *Site Management Bond.*

(1) *Bond Requirement. Timing of Payment. Amount.* If a permit is to be issued for the demolition of a dwelling the applicant shall post with the Village, at the time of issuance of such permit, a Site Management Bond in the amount of \$2,500 cash. Such bond shall be in addition to all other application and processing fees, costs, escrows, and bonds.

(2) *Right to Draw on Bond.* The Village shall have the right at all times, at its option, to draw on the Site Management Bond for the costs (including without limitation legal fees and administrative expenses), incurred or to be incurred by the Village in exercising any of its rights in the event (a) the applicant undertakes any work in violation of any provision of the Building Codes and Regulations, or of any permit issued or plan approved, or (b) the applicant fails or refused to complete any work authorized by any permit issued under the Building Codes and Regulations in accordance with all plans approved in connection with said permit. The Village's determination of such costs shall be based either on costs actually incurred by the Village or on the Village's reasonable estimates of costs to be incurred.

(3) *Replenishment of Bond.* If the Village draws on the Site Management Bond, then the applicant shall replenish the bond to the full amount required by this ordinance immediately after written demand therefore is made to the applicant by the Village. Applicant's failure to replenish the bond shall result in cancellation of the related permit, which permit shall not be therefore reissued except after the filing of a new application, payment of the permit fee(s), and establishment of a new Site Management Bond.

(4) *Return of Unused Bond.* The Village shall return all unused portions

of the Site Management Bond to the applicant, without interest, as follows:

- (i) If the permit authorizes only demolition work, and no construction work is scheduled to take place within 30 days after the completion of demolition, then the Village shall return the bond within 30 days after the final inspection of the restoration of the subject property and approval of the work by the Director of Fire and Building.
- (ii) If the permit authorizes any construction work in addition to demolition work, then the Village shall return the money within 30 days after issuance of a final certificate of occupancy for such new structure.

(D) *Fee Payment.* In the absence of provisions to the contrary, all permit fees shall be paid in advance at the time of building permit application.

(E) *Re-inspection Fee.* Permit fees shall include all required building, electrical, plumbing, and mechanical inspections required for project completion. For each failed inspection, a re-inspection fee of \$75.00 will be assessed. Said fee must be paid prior to performance of the re-inspection.

(F) *Posted Notice of Rules and Regulations.* The applicant shall post on the subject property in a prominent place a sign containing notice of the rules and regulations applicable to construction of a new principal structure in advance of the commencement of work. Such sign shall be maintained on the subject property until all work on the subject property has been completed and approved or until removal is approved by the Director of Fire and Building. The sign shall be supplied by the Village and provided upon permit issuance. A fee of \$50.00 will be assessed per sign.

(G) *Work Without Permit.* When work requiring a permit has been started prior to issuance of such permit, the permit fee shall be double the amount of the standard permit fee for such work. The accompanying fine shall not exceed \$750.00. A stop work order may also be issued subject to the requirements of Subsection 150.016.

§ 150.013 CONSTRUCTION STANDARDS AND CONDITIONS - NEW PRINCIPAL STRUCTURES, ADDITIONS AND REMODELS

(A) *Dust and Airborne Particulate Control Provisions.* The application shall include a description of plans for controlling dust and other airborne particles from the subject property, including without limitation a source of

water and spraying equipment and any other measures which shall be taken to control airborne particles.

(B) *Fencing*. If the permit authorizes construction of a new principal structure then the applicant shall comply with Subsection 150.014 (D). Construction projects with open excavations, trenches, exterior material storage, unsecured structures or other hazards shall be protected with a safety fence or other measure approved by the Director of Fire and Building.

(C) *New Water & Sewer Service Lines*. A new water and sewer service connection shall be provided for new construction of a principal structure. Such new connections shall also be made to homes being rebuilt following demolition of an existing structure. Abandoned service connections shall be disconnected at the main and are subject to approval by the Director of Public Works. An existing sewer service connection may be lined when approved by the Director of Public Works.

(D) *Site Management Standards*. The following site management standards shall apply to all work:

(1) *Accessibility, Parking and Loading Standards*. No pavement or sidewalk within a public right-of-way shall be unavailable for public use at any time except during the time when such pavement or sidewalk is being removed and replaced. No such pavement or sidewalk that is removed and replaced shall be out of service for more than three days. No parking, loading, or storage of demolition debris, spoils or construction materials shall be permitted within any right-of-way, on any public property, or within 10 feet of any right-of-way of adjacent public or private property unless specifically approved by the village. The village may forbid parking in any particular location on a public right-of-way if the village determines that such parking has an adverse impact on neighboring property or on traffic control.

(2) *Particulate Control*. Airborne particles shall be controlled at the subject property at all times during work by means of water truck and spraying equipment or other water source capable of spraying and thoroughly saturating all portions of the structure and surrounding property affected by the work. Such spraying shall be undertaken at all times necessary to thoroughly control the creation and migration of airborne particles, including without limitation dust,

from the subject property.

- (3) *Gravel Mat.* When determined by the village engineer to be appropriate and practical, the applicant shall cause a gravel mat to be installed on the subject property of size and in a location sufficient to wash down all vehicles used on the subject property and to cause dirt and mud to be removed from the tires of such vehicles. The gravel mat shall be located so as not to interfere with any use by the public or public right-of-ways and not to cause any nuisance or inconvenience to adjacent public or private property.
- (4) *Sanitation Facilities.* Any portable toilet on the subject property shall be located and oriented as required by the Director of Fire and Building. One such portable toilet shall be provided at every site of construction of a new principal structure, not later than immediately after completion of excavation of the foundation of the new structure. The proposed location of any portable toilet shall be depicted on plans submitted at the time of application for the review and approval of the Director of Fire and Building.
- (5) *Litter Control and Clean Up.* Litter and debris at the subject property shall be controlled at all times. The applicant shall designate a person who will regularly be present at the subject property as having responsibility to assure that no litter or debris migrates onto adjacent properties or public ways, and that all construction debris is contained in a waste receptacle of an appropriate size, and is hauled away from the subject property as needed so as to not constitute a nuisance.
- (6) *Street and Sidewalk Cleaning.* The applicant shall cause all dirt, mud, gravel, and other debris from the subject property or related to any work conducted on the subject property to be cleaned regularly every day from all sidewalks and streets adjoining and in the area of the subject property, and subject to penalties in accordance with Subsection 150.013 (G) 1.
- (7) *No Trespass.* No permit issued pursuant to this Subsection shall authorize or shall be construed to authorize any entry onto property adjoining the subject property or any work for which entry onto property adjoining the subject property is or may be necessary, unless a proper right of entry has been secured from the owner of

such adjacent property.

(8) *Storm water Management.* Storm water shall be managed during all phases of new construction in accordance with the requirements of Subsection 150.011(D) and Chapter 154 of this code.

(E) *Damage to Property.* No person engaged in any work pursuant to a permit issued shall injure, damage, or destroy, or cause or allow to be injured, damaged, or destroyed, any property whether public or private, not owned by such person. In the event of any injury, damage, or destruction in violation of this provision, it shall be the duty of the person committing, inflicting, causing or allowing such injury, damage, or destruction to promptly repair and restore the injured, damaged, or destroyed property and to pay all of the costs and expenses of such repair and restoration. For purposes of this provision, a person shall be deemed to have caused or allowed injury, damage, or destruction or whenever any work being done by the person, or any contractor, subcontractor, agent, or employee of that person, shall have resulted in such injury, damage, or destruction.

(F) *Commencement of Construction or Site Restoration.* Either construction of an approved new structure shall have commenced, or the subject property shall have been fully restored in conformance with Subsection 150.14 (J).

(G) *Special Permit Fees.*

(1) *Additional Fee for Street Cleaning.* If the applicant shall fail to clean all sidewalks and streets adjoining and in the area of the subject property, then the applicant shall pay a special street cleaning fee of \$300 for each violation.

§ 150.014 CONSTRUCTION STANDARDS AND CONDITIONS - DEMOLITION PERMITS

(A) *Required Plans and Specification.* Every application for a permit shall be accompanied by the following:

(1) *Building Plans and Specifications.* If the application includes demolition of a principal structure, then the application will include building plans and specifications prepared in compliance with the provisions for any structure to be built on the subject property.

If commencement of construction of such structure is not planned to occur within sixty (60) days after completion of demolition, then the application also shall include a detailed site restoration plan in conformance with Subsection 150.014 (J).

(2) *Storm water Management Plans.* The application shall include detailed plans and specifications, in conformance with Subsection 150.011 (D) for storm water management, soil erosion control, and grading on the subject property. Among other details, the required storm water management shall include:

- (i) Drainage plans and soil erosion control during demolition; and
- (ii) Storm water management and soil erosion control during any period of time between completion of demolition and commencement of construction; and
- (iii) Storm water management commencing with preparation for foundation pouring and continuing during the entire new construction process until final grading of the subject property.

(B) *Accessibility, Parking and Loading Plans.* The application shall include separate plans and specifications showing the location of all work affecting, and all parking and loading activities planned to take place on, public streets, sidewalks, and other rights-of-way. Such plans and specifications shall include, among other things, the location of pavement and sidewalk that may be affected by the proposed work; the impacts on such pavement and sidewalk; the proposed location(s) for all parking of contractor and worker vehicles; the proposed location of any loading and unloading activities (including cement) that will occur within any right-of-way; the proposed location of the gravel mat; proposed fencing or other protective measures; and temporary pavement or other temporary accessibility measures.

(1) *Materials and Spoils Storage Plans.* The application shall include plans depicting the proposed location for storage of materials and spoil on the subject property.

(2) *Dust and Airborne Particulate Control Provisions.* The application shall include provisions for controlling dust and other airborne particles from the subject property, including without limitation a source of water and spraying equipment and any other measures to be taken to control airborne particles.

(C) *Other Application Requirements.* Every application for a demolition permit shall include all of the following elements:

(1) *Cook County Approval.* If the application includes demolition of a principal structure and if the Cook County Department of Environment and Sustainability has promulgated regulations applicable to such demolition, then the application shall include a permit or letter of approval of the proposed work by Cook County.

(2) *Certificate of Insurance.* The application shall comply with Subsection 150.08, and include a certificate of insurance establishing that the applicant, or owner of the subject property if different from the applicant, has insurance coverage in an amount of at least \$1,000,000 per occurrence for all damage to property adjoining the subject property resulting from the proposed work on the subject property by the applicant, the owner, or any employee, agent, contractor, or subcontractor of the applicant or the owner.

(D) *Fencing.* If the permit authorizes demolition then the applicant shall cause a 6' chain link safety fence to be installed around the perimeter of the subject property, in a location and manner approved by the Director of Fire and Building. The fencing shall have a lockable access gate and be secured at all times in which the subject property is not occupied with construction personnel. The perimeter of all excavations, material storage or property boundaries is required to be enclosed and protected by a silt fence, and is subject to erosion control requirements complying with Chapter 154 of this code. The fencing shall be installed after permit submission, and not more than fourteen days (14) before commencement of any work. In addition to such perimeter fencing, the applicant shall cause safety fencing a minimum of 4' tall to be installed around every tree in the parkway abutting the subject property. Such tree fencing shall be located, so far as feasible, at the drip line of the tree, whether on public or private property, and is subject to the approval of the Director of Fire and Building and/or the Director of Public Works.

(E) *Site Management Standards.* The following site management standards shall apply to all work:

(1) *Accessibility, Parking and Loading Standards.* No pavement or sidewalk within any public right-of-way shall be unavailable for public use at any time except during the time when such pavement

or sidewalk is being removed and replaced. No such pavement or sidewalk that is removed and replaced shall be out of service for more than three days. No parking, loading, or storage of demolition debris, spoils or construction materials shall be permitted within any right-of-way, on any public property, or within 10 feet of any right-of-way of adjacent public or private property unless specifically approved by the village. The village may forbid parking in any particular location on a public right-of-way if the village determines that such parking has an adverse impact on neighboring property or on traffic control.

- (2) *Particulate Control.* Airborne particles shall be controlled at the subject property at all times during work by means of water truck and spraying equipment or other water source capable of spraying and thoroughly saturating all portions of the structure and surrounding property affected by the work. Such spraying shall be undertaken at all times necessary to thoroughly control the creation and migration of airborne particles, including without limitation dust, from the subject property.
- (3) *Gravel Mat.* When determined by the village engineer to be appropriate and practical, the applicant shall cause a gravel mat to be installed on the subject property of size and in a location sufficient to wash down all vehicles used on the subject property and to cause dirt and mud to be removed from the tires of such vehicles. The gravel mat shall be located so as not to interfere with any use by the public or public right-of-ways and not to cause any nuisance or inconvenience to adjacent public or private property.
- (4) *Sanitation Facilities.* Any portable toilet on the subject property shall be located and oriented as required by the Director of Fire and Building. One such portable toilet shall be provided at every site of construction of a new principal structure, not later than immediately after completion of excavation of the foundation of the new structure. The proposed location of any portable toilet shall be depicted on plans submitted at the time of application for the review and approval of the Director of Fire and Building.
- (5) *Litter Control and Clean Up.* Litter and debris at the subject property shall be controlled at all times. The applicant shall designate a person regularly present at the subject property as

having responsibility to assure that no litter or debris migrates onto adjacent properties or public ways and that all construction debris is contained in a waste receptacle of an appropriate size, and is hauled away from the subject property as needed so as to not constitute a nuisance.

(6) *Street and Sidewalk Cleaning.* The applicant shall cause all dirt, mud, gravel, and other debris from the subject property or related to any work conducted on the subject property to be cleaned regularly every day from all sidewalks and streets adjoining and in the area of the subject property, subject to penalties in Subsection 150.13 (G) 1.

(7) *No Trespass.* No permit issued pursuant to this Subsection shall authorize or shall be construed to authorize any entry onto property adjoining the subject property or any work for which entry onto property adjoining the subject property is or may be necessary, unless a proper right of entry has been secured from the owner of such adjacent property.

(8) *Storm water Management.* Storm water shall be managed during all phases of demolition and new construction in accordance with the requirements of this Code.

(F) *Site Management Bond.* Prior to the issuance of a demolition permit, the applicant shall be required to submit a site management bond in accordance with Subsection 150.012 (C).

(G) *Damage to Property.* No person engaged in any work pursuant to a permit shall injure, damage, or destroy, or cause or allow to be injured, damaged, or destroyed, any property whether public or private, not owned by such person. In the event of any injury, damage, or destruction in violation of this provision, it shall be the duty of the person committing, inflicting, causing or allowing such injury, damage, or destruction to promptly repair and restore the injured, damaged, or destroyed property and to pay all of the costs and expenses of such repair and restoration. For purposes of this provision, a person shall be deemed to have caused or allowed injury, damage, or destruction or whenever any work being done by the person, or any contractor, subcontractor, agent, or employee of that person, shall have resulted in such injury, damage, or destruction.

- (H) *Notices.* For the sole purpose of advising adjacent residents that a demolition authorized pursuant to this Code will be occurring, notices to adjacent owners shall be required of all applicants for a permit authorizing demolition of a principle structure at the time of application and, if a permit is issued, prior to commencement of demolition. Notice shall be given to all owners of property within one hundred (100) feet of any part of the subject property. Such notice shall, with written certification given to the village that such notice has been given properly, be given by first class mail or by personal delivery. Such notice shall include the contractor and subject property owner's contact information and approximate date such work shall commence.
- (I) *Posted Notice of Rules and Regulations.* The applicant shall post on the subject property in a prominent place a sign containing notice of the rules and regulations applicable to demolition and construction work in advance of the commencement of demolition. Such sign shall be maintained on the subject property until all work on the subject property has been completed and approved or until removal is approved by the Director of Fire and Building. The sign shall be supplied by the Village and provided upon permit issuance, a fee shall be assessed per sign of \$50.00.
- (J) *Commencement of Construction or Site Restoration.* Either construction of an approved new structure shall have commenced, or the subject property shall have been fully restored in conformance with the approved site restoration plan, if any, or with such other plan as may be approved by the village, within sixty (60) days after completion of demolition. All utilities and service connections shall be disconnected at the source and approved by the Director of Public Works, and all disturbed right of way shall be fully restored. The completion of site restoration shall be extended by one day for every business day that weather conditions prohibit restoration work on the subject property, as determined by the Director of Fire and Building.

§ 150.015 INSPECTIONS

- (A) *Preliminary Inspection.* Before issuing a permit, the Director of Fire & Building or his/her designee shall examine all buildings, structures and sites for which a permit application has been filed to construct, enlarge, alter, repair, remove, or demolish.

(B) Required Inspections.

(1) Inspections required under the provisions of this Chapter shall be made by the Director of Fire & Building or his/her designee. If an inspection has been scheduled and the Director, after arrival on the inspection site, determines that the work is not ready or has not progressed to a point where an inspection can be made properly or access is not possible to perform the inspection, the Director shall require a re-inspection and assess a re-inspection fee. No further inspections shall be made until such time as the re-inspection fee has been paid.

(2) Owner or contractor is required to call the Building Department at least twenty-four (24) hours in advance, for the following inspections:

- (i) Principal Structure Demolition
- (ii) Footing Excavation
- (iii) Footing Pre-pour
- (iv) Foundation Wall Pre-Pour
- (v) Backfill
- (vi) Underground Plumbing
- (vii) Slab Pre-Pour / Concrete Pre-Pour
- (viii) Electric Service
- (ix) Rough Electric & Rough Plumbing & Rough Mechanical
- (x) Rough Frame
- (xi) Fire stopping
- (xii) Insulation
- (xiii) Building, Electrical, Plumbing & Mechanical Finals
- (xiv) Site Grading, Storm Structures and Engineering

(3) *Obstruction of Inspection.* No work shall be done which will cover or obstruct from view construction work scheduled for inspection and not yet approved by the Director of Fire & Building or his/her designee.

(C) Inspection Reports. All inspection reports shall be in writing and shall be certified by the approved inspection agency, or its authorized agent when expert inspection services are accepted. An identifying label or stamp permanently affixed to the product indicating that factory inspection has been made shall be accepted in lieu of the aforesaid written inspection

report if the intent or meaning of such identifying label or stamp is properly substantiated.

- (D) *Final Inspection.* Upon completion of the building or structure, and before issuance of the certificate of use and occupancy, a final inspection shall be made. All violations of the approved plans and permit shall be noted and the holder of the permit notified of the discrepancies.
- (E) *Right of Entry.* In the discharge of duties, the Director of Fire & Building, Building Official or his designee shall have the authority to enter at any reasonable hour any building, structure or premises in the jurisdiction to enforce the provisions of this Chapter.

§ 150.016 STOP WORK ORDERS

- (A) *Authority.* The Director of Fire and Building shall have the power to order all work stopped on construction, installation, alteration or repair of buildings and structures, and parts and appurtenances thereof, regulated by this Chapter, when such work is being done in violation of any provision relating thereto, or in violation of the zoning provisions of this Code, or in an unsafe and dangerous manner. Work shall not be resumed after the issuance of a stop work order except on the written permission of the Director; provided, that if the stop work order is an oral one, it shall be followed by a written stop order within twenty-four (24) hours. Such written stop work order may also be served by any police officer.
- (B) *Unlawful Continuance.* Any person who continues any work in violation of a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less seventy five dollars (\$75) or more than seven hundred fifty dollars (\$750) per occurrence, per day.

§ 150.017 CERTIFICATES OF OCCUPANCY

- (A) *Occupancy Permits.* No structures or additions thereto constructed, moved, remodeled or reconstructed after the effective date of this Chapter shall be occupied and used for any purpose, and no land vacant on the effective date of this Chapter shall be used for any other use, unless an occupancy permit shall first have been obtained from the Village certifying that the proposed use or occupancy complies with all provisions of this Chapter.

(1) *Application for Occupancy Permit.* Every application for a building permit shall be deemed an application for an occupancy permit. Every application for an occupancy permit for a new or changed use of land or structure where no building permit is required shall be filed with the Director of Fire & Building and be in such a form and contain such information as the Director of Fire & Building shall provide by general rule.

(2) *Application for Occupancy Permits for Commercial/Industrial Uses.* All applications for an occupancy permit for any use to be located in a commercial/industrial district, whether or not a building permit is required, shall be accompanied by sufficient information to enable the Director of Fire & Building to inspect the premises prior to occupancy and determine that all the applicable performance standards of the Village can and will be complied with at all times.

(3) *Issuance of Occupancy Permit.* No occupancy permit for a structure or addition thereto constructed, moved, remodeled or reconstructed after the effective date of this Chapter shall be issued until such work has been completed, including off-street parking and loading spaces, and the premises have been inspected by the Director of Fire & Building and determined to be in full and complete compliance with the plans and specifications upon which the issuance of the building permit was based. No occupancy permit for a new use of any structure or land shall be issued until the premises have been inspected by the Director of Fire & Building and determined to be in full and complete compliance with all the applicable regulations for the zoning district in which it is located. The Director of Fire & Building shall be free to note any deficiency in the plans, specifications, or construction of improvements for which building permits are required hereunder, irrespective of whether plans and/or specifications have been approved and regardless of whether building or occupancy permits have been issued. All occupancy permits shall be executed by the Director of Fire and Building.

(B) *Yielding of Occupancy by Contractor.* A contractor shall not yield occupancy of a building to the owner or tenant, nor shall the building owner yield occupancy to a tenant until a certificate of occupancy for the building has been issued and posted.

(C) *Re-inspection.* If a building or any part thereof fails any aspect of a final inspection, the contractor shall correct violations of this Chapter or other ordinances and then notify the Village that the building is ready for re-inspection. When the Village finds that the building is substantially completed after one (1) or more re-inspections, it shall issue a certificate of occupancy.

(D) *Supplemental Requirements.* Notwithstanding any provision in this Chapter to the contrary, the following items shall be required prior to the issuance of a final occupancy certificate:

- (1) All fees and charges due and payable to the Village shall be paid.
- (2) The water meter and raceway (conduit) for the remote water meter reader shall be installed and in service.
- (3) The buffalo box (water shut off) shall be adjusted to grade, accessible and operable.
- (4) Driveway and flatwork shall be completed.
- (5) Any replacement or repair to damaged Village right of way shall be completed.
- (6) All yards and parkway areas shall be sodded or seeded.
- (7) All other required landscaping shall be installed.
- (8) Address numbers shall be affixed to the building.
- (9) Final grading and "as built" survey submitted to and approved by Village Engineer.
- (10) Final approval of Fire Department for applicable fire protection requirements.
- (11) All required documentation from testing or certification agencies for equipment.

(E) *Temporary Occupancy Permit.* When in the opinion of the Director of Fire and Building a structure is substantially complete and meets the minimum life safety and health and sanitation codes but exterior work on the structure and final grading, landscaping or public improvements have not been completed due to weather, the Director may issue a temporary certificate of occupancy; provided that the builder or owner posts a cash bond in accordance with Subsection 150.012; and further provided that the temporary certificate of occupancy shall expire no later than six (6) months from the date of issuance. A temporary occupancy certificate shall contain such conditions as the Director of Fire and Building deems appropriate. In the event that any construction or building as to which a temporary occupancy permit has been issued has not been fully

completed so as to comply with all applicable Village ordinances at the end of six (6) months, or at the end of any extension period granted by the Director, the Director of Fire & Building may require said premises to be vacated and to remain vacated until the premises fully comply with all applicable ordinances of the Village.

§ 150.018 HOURS FOR CONSTRUCTION WORK

It shall be unlawful to engage in or conduct any activity in the construction of any building or structure, or the laying of any pavement, including but not limited to the making of an excavation, clearing of surface lane, and loading or unloading material, equipment or supplies, anywhere in the Village except between the hours of seven o'clock (7:00) a.m. and seven o'clock (7:00) p.m. on weekdays, and between the hours of eight o'clock (8:00) a.m. and five thirty o'clock (5:30) p.m. on weekends and the following nationally recognized holidays: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day and December 25.

§ 150.019 SWIMMING POOLS

- (A) *Building Permit Required.* No person shall construct, alter, remove or demolish or commence to construct, alter, remove or demolish a swimming pool without first obtaining a building permit therefor, issued and signed by the Director of Fire and Building. Every swimming pool in this village shall comply with the requirements of the Municipal Code.
- (B) *Inspection.* It shall be the duty of the Director of Fire and Building to inspect the construction, installation, alteration and repair of every swimming pool, fence or other enclosing structure and to periodically inspect all swimming pools to ensure compliance with the provisions of this division. If an inspection discloses that construction, installation, alteration or the condition of any pool is in violation of the provisions of this division, the Director of Fire and Building shall direct that the pool be closed until such violation is corrected.
- (C) *Location.* Every swimming pool in this village shall meet the location requirements of the La Grange Park Zoning Code.
- (D) *Electrical Equipment.* All electric wiring and equipment used in conjunction with swimming pools shall conform to the electrical regulations of the village and applicable provisions of the *National Electric Code* and the

International Residential Code.

- (E) *Electrical wires and conductors.* No overhead or underground electric service wires or conductors shall cross any part of the pool area or be located within ten feet of any side of the pool.
- (F) *Safety Precautions.* Every swimming pool shall be completely protected by an enclosure complying with the requirements of the *International Property Maintenance Code Subsection 303.2*. Swimming pools with a wall height of 48" or more above grade shall be considered as having complied with the fence requirement of this Subsection. Every swimming pool utilizing the pool wall as a barrier shall be equipped with a safety ladder which can be secured, locked or removed to prevent access. A stone wall, dwelling house or accessory building or other substantial structure may form a part of the swimming pool barrier or may be used in place of the fence, gate and latch described herein if approved by the Director of Fire and Building.
- (G) *Responsibility.* This chapter shall not be construed to relieve, eliminate or lessen the liability of any party owning, operating, controlling, installing or constructing any swimming pool, appurtenances, equipment or material for damage to person or property arising in connection with a swimming pool. Neither the village nor its officers, employees or trustees shall be deemed to have assumed any such liability by enforcing the regulations of this chapter, or conducting inspections authorized herein or issuing a certificate of use in accordance with the provisions of this chapter.

§ 150.020 ELEVATORS

- (A) *Semi-Annual Permit Required.* No person shall install, alter or operate any freight, hand, hydraulic, passenger, power or sidewalk elevator unless the elevator has been inspected by the Director of Fire and Building, or his or her designee, and a permit has been issued. Each elevator permit shall be posted in a conspicuous place within the elevator so that it is available for inspection and review. The inspection and permit fee for existing elevators shall be \$55 for each first inspection and re-inspection of those that do not initially pass. The inspection and permit fee for new elevators shall be \$125 for each first inspection and re-inspection of elevators which require re-inspection due to failure to meet all requirements during a prior inspection. The special safety testing inspection fee shall be \$125 for testing due to repair work or code requirements. The fee for new elevator

plan reviews shall be \$125. All elevators must be inspected semi-annually.

(B) *Inspection Procedure.*

(1) *Existing elevators.* Each owner or managing agent of a building in which an elevator is located shall, within 30 days of the effective date of this subchapter, notify the Director of Fire and Building of the existence and location of the elevator, deliver all existing plans and specifications for the elevator, pay the inspection/permit fee and arrange for the inspection of the elevator. The Director of Fire and Building shall cause the elevator to be inspected and, if it appears that the elevator complies with the standards set forth above, shall issue a permit. If it appears that the elevator does not conform to the standards set forth above, the Director of Fire and Building shall issue a notice specifying the areas of noncompliance and proposed repairs or modifications. Subsequent inspections may be scheduled pursuant to the procedure set forth above, including the payment of re-inspection/permit fee. Subsequent inspections shall occur on a semi-annual basis.

(2) *New elevators.* In order for an elevator permit to be issued for an elevator constructed after the effective date of this subchapter, plans and specifications for the elevator must be delivered to and approved by the Director of Fire and Building and the inspection/permit fee applicable to new elevators must be paid prior to the commencement of construction. Upon completion of construction of the elevator, the owner or managing agent shall deliver to the Director of Fire and Building as-built plans and specifications for the elevator. The Director of Fire and Building shall then cause the elevator to be inspected and either issue a permit or noncompliance notice using the procedures described in division (A) of this Subsection.

(C) *Revocation and Expiration of Permits.* The Director of Fire and Building may revoke or suspend any elevator permit issued pursuant to this subchapter if a permit holder fails to pay any fee or other charge authorized under this subchapter, or if the Director of Fire and Building determines that an elevator has been installed, maintained, altered or repaired or operated in violation of the provisions of this subchapter. All elevator permits shall expire on December 31 of each year and shall not be renewed without an inspection as described above.

(D) *Liability of Village Limited.* The inspection and issuance of permits by the Director of Fire and Building shall not constitute a warranty or representation on the part of the village or its officers or employees that elevators are free from defects. The village shall not be liable to owners or operators of elevators or to third parties injured in connection therewith merely by virtue of its inspection of elevators and issuance of permits pursuant to this subchapter.

§ 150.021 RULES ADOPTED BY REFERENCE

The published books or pamphlets described and referred to in this Chapter and the regulations and standards contained therein or in the described portions thereof, modified in some cases as noted herein, are hereby adopted by reference and made a part of this Chapter. In the event of a conflict between this Chapter or any part thereof and such regulations and standards adopted by reference, the provisions of this Chapter shall govern and prevail.

§ 150.022 VIOLATION PENALTIES

Any person who shall violate a provision of this Chapter or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the Director of Fire and Building, or of a permit or certificate issued under the provisions of this Chapter shall, if found guilty, be fined not less than seventy-five dollars (\$75) nor more than seven hundred-fifty dollars (\$750).

§ 150.023 INTERNATIONAL BUILDING CODE ADOPTED

(A) *Code Adopted.* There is hereby adopted by reference as if fully set out herein that certain code known as the International Building Code, 2015 Edition, prepared and published by the International Code Council, together with the additions, insertions, deletions and changes hereinafter set forth, one (1) copy of which has been available at the village for review for a period of more than thirty (30) days prior to the adoption of this Chapter and shall continue to be available for review in the office of the Village Clerk.

(B) *Amendments.* The following additions, insertions, deletions and changes are hereby made to the International Building Code:

1. **Subsection 101.1** is amended to insert the following in the blank: "The Village of La Grange Park".

2. **Subsection 103.2** is amended to delete the section entirely and the following inserted in its place: "The Building Official shall serve as the Code Official for the Village of La Grange Park."
3. **Subsection 105.2** is amended to delete subsections 1, 2, 3, 4, 5, 6, and 12.
4. **Subsection 107.3.1** is amended to delete the first sentence and the following inserted in its place: "When the building official issues a permit, the construction documents shall be approved in writing or with a corresponding village approval stamp with signature."
5. **Subsection 107.4** is amended to delete the section entirely and the following inserted in its place: "Work shall be installed in accordance with the approved construction documents. Any changes must be submitted and approved prior to the start of any work. Failure to comply may result in revocation of permit or stoppage of work."
6. **Subsection 109.4** is amended to delete the section entirely and the following inserted in its place: "Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee established by the Village of La Grange Park and/or citations in addition to the cost of said permit."
7. **Subsection 113.3** is amended to delete the section entirely and the following inserted in its place: "The board of appeals shall consist of the Village Board of the Village of La Grange Park".
8. **Subsection 114.4** is amended to delete "shall be subject to penalties as prescribed by law" and insert in its place: "shall be guilty of a petty offense punishable by a fine of not more than \$750.00 or by imprisonment not exceeding six (6) months or both such fine or imprisonment. Each day that a violation continues after due notice has been served shall be deemed as a separate offense."
9. **Subsection 115.2** is amended to add the following sentence at the end of the paragraph: "Where an emergency exists, the building official shall not be required to give a written notice prior to stopping the work."
10. **Subsection 115.3** is amended to delete: "shall be subject to penalties as prescribed by law" and insert in its place "shall be liable for a fine of not less than \$75.00 or more than \$750.00."
11. **Subsection 1603.1.3** is amended to add the following sentence at the

end of the subsection: "All structural designs in the Village of La Grange Park shall meet or exceed a 25 pound per square foot ground snow load minimum with no reductions."

12. **Subsection 1612.3** is amended to insert in the blanks: "the Village of La Grange Park" and "most recent."
13. **Subsection 1612.4** is amended to add the following sentence at the end of the paragraph: "and any applicable Cook County Stormwater ordinance, FEMA, Metropolitan Water Reclamation District of Greater Chicago and Village of La Grange Park flood plain ordinances."
14. **Subsection 1801** is amended to add the following subsection: "**Continuous Foundations.** All buildings and structures intended for human occupancy shall be provided with a continuous foundation."
15. **Subsection 1805.4.1** is amended to delete the exception.
16. **Subsection 1805.4.3** is amended to add the following sentence at the end of the paragraph: "and applicable Subsections of the State of Illinois Department of Public Health Plumbing Code and Village of La Grange Park ordinances" and to delete the exception.
17. **Subsection 1807.1.4** is amended to delete the section entirely and the following inserted in its place: "Permanent wood foundation systems shall not be permitted."
18. **Subsection 1807.3** is amended to add the following sentence at the end of the paragraph: "No building or structure intended for human occupancy shall contain posts or poles embedded in earth or concrete for a primary foundation."

§ 150.024 INTERNATIONAL RESIDENTIAL CODE ADOPTED

(A) *Code Adopted.* There is hereby adopted by reference as if fully set out herein that certain code known as the International Residential Code (One and Two Family Dwellings), 2015 edition, prepared and published by the International Code Council, together with the additions, insertions, deletions and changes hereinafter set forth, one (1) copy of which has been on file for a period of more than thirty (30) days prior to the adoption of this Chapter and shall continue to be available for review in the office of the Village Clerk.

(B) *Amendments.* The following additions, insertions, deletions and changes

are hereby made to the International Residential Code:

1. **Subsection R101.1** is amended to insert in the blank: "The Village of La Grange Park."
2. **Subsection R101.2** is amended to delete **Exceptions 1 and 2**.
3. **Subsection R103.2** is amended to delete the section entirely and the following inserted in its place: "The Building Official shall serve as the Code Official for the Village of La Grange Park."
4. **Subsection R105.2** is amended to delete the following subsections of work exempt from permit: **Building 1, 2, 4, 5, 9, 10, Mechanical 4**.
5. **Subsection R105.5** is amended to add the following sentences: "Every permit shall expire and become invalid after a period of one (1) year from the date of its issuance. Invalid and expired permits shall be subjected to additional plan review including new fees for such review as well as administrative fees for issuing said permit."
6. **Subsection R105.7** is amended to delete the section entirely and the following inserted in its place: "The building permit original copy shall kept on site and shall be displayed in a manner to be plainly visible from the street side of the property until the completion of the project, or until permission has been given to remove it."
7. **Subsection R106.1** is amended to add the following sentence: "Construction documents shall be signed and stamped by a State of Illinois licensed and registered design professional for all new one and two family dwellings and or any additions or alterations that require additional or changes to structural design and will be utilized for human occupancy."
8. **Subsection R106.3.1** is amended to delete the first sentence and the following inserted in its place: "When the Building Official issues a permit, the construction documents shall be approved in writing and shall contain a corresponding Village approval stamp with signature".
9. **Subsection R106.4** is amended to delete the section entirely and the following inserted in its place: "Work shall be installed in accordance with the approved construction documents. Any changes must be submitted and approved prior to the start of any work. Failure to comply will result in revocation of permit, possible fines and stoppage of work."

10. **Subsection R108.5** is amended to delete the section entirely and the following inserted in its place: "The Building Official shall authorize the refunding of fees on a case by case basis."
11. **Subsection R109.1.6.1** is amended to delete the section entirely and the following inserted in its place: "If located in a flood hazard area, all elevations, engineering and other associated documentation shall be required from Federal Emergency Management Agency (FEMA) maps and any applicable Cook County floodplain ordinance, Metropolitan Water Reclamation District of Greater Chicago or other Village of La Grange Park ordinances or Village Engineer Requirements."
12. **Subsection 109.4** is amended to add the following sentences:
"Construction or work for which a permit is required shall be subject to inspection by the Building Official or duly appointed designee and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the Village of La Grange Park. Inspections presuming to give authority to violate or cancel the provisions of this code or of the village shall not be valid. It shall be the duty of the permit applicant or property owner to cause the work to remain accessible and exposed for inspection purposes. Neither the Building Official nor the Village of La Grange Park shall be liable for expense entailed in the removal or replacement of any material required to allow inspection."
13. **Subsection R110.4** is amended to add the following sentence at the end of the paragraph: "Any temporary certificate of occupancy issued will cost the same as a permanent certificate of occupancy and compliance."
14. **Subsection R112.3** is amended to delete the text entirely and adding:
"The board of appeals shall consist of the village board of the Village of La Grange Park."
15. **Subsection R113.4** is amended to replace "shall be subject to penalties as prescribed by law" with "shall be guilty of a petty offense punishable by a fine of not more than \$750.00 or by imprisonment not exceeding six (6) months or both. Each day that a violation continues after due notice has been served shall be deemed as a separate offense."

16. **Subsection R114.2** is amended to replace "shall be subject to penalties as prescribed by law" with "shall be liable for a fine of not less than \$100.00 or more than \$750.00."
17. **Subsection R114.3** is created to read as follows: "**Emergency.** Where an emergency exists the Building Official shall not be required to give a written notice prior to the stopping of the work."
18. **Section R202** is amended to replace the following definition: "**Accessory Structure.** A use or structure which: is subordinate to and serves a principal building or principal use; is subordinate in area, extent or purpose to the principal building or principal use served; contributes to the comfort, convenience or needs of occupants of the principal building or principal use; and is located on the same zoning lot as the principal building or principal use served. All accessory structures shall conform to all area, height, and setback requirements set forth in the Village of La Grange Park Zoning Ordinance."
19. **Section R202** is amended to add the following definition: "**Modular Home.** A building assembly or system of building sub-assemblies, designed for habitation as a dwelling for one or more persons, including the necessary electrical, plumbing, heating, ventilating and other service systems, which is of closed or open construction and which is made or assembled by a manufacturer, on or off the building site, for installation, or assembly and installation, on the building site, with a permanent foundation."
20. **Table R301.2 (1)** is amended to delete the table and replace it with the following table and sentence: "All design criteria for residential construction shall comply with this code and all applicable provisions of the current version of the International Energy Conservation Code as adopted by the State of Illinois."

Ground Snow Load		25 LBS. No reductions
Wind Speed Design (MPH)		90 MPH
Subject to Damage From:	Weathering	Severe
	Frost Line	42 Inches
	Termite	Moderate to
Winter Design Temperature		-4 degrees F
Summer Design Temperature		89 degrees F dry bulb 76 degrees F wet bulb
Ice Barrier Underlayment		Required
Air Freezing Index		1543 (degrees F days)
Annual Mean Temperature		49.4 degrees F
Heating Degree Days (HDD)		6,155
Cooling Degree Days (CDD)		942
Climate Zone		5A
Indoor design Conditions		Max 72 degrees F – Heating Min 75 degrees F – Cooling
100 Year Hourly Rainfall Rate		4 inches
Flood Hazards		See Local Ordinances

21. **Subsection R301.2.4** is amended to add the following sentence at the end of the paragraph: "and any applicable Cook County storm water ordinance, FEMA, Metropolitan Water Reclamation District of Greater Chicago or other Village of La Grange Park codes, ordinances or requirements."

22. **Section R302** is amended by deleting Table 302.1 (1) entirely and inserting in its place:

EXTERIOR WALL ELEMENT		MINIMUM FIRE-RESISTANCE RATING	MINIMUM FIRE SEPARATION DISTANCE
Walls	Fire-resistance rated	1 hour in accordance with ASTM E 119 or UL 263 with exposure from both sides	< 3 feet
	Not fire-resistance rated	0 hours	> 3 feet
Projections	Fire-resistance rated	1 hour on the underside ^{a,b}	< 3 feet
Openings in walls	Not allowed	N/A	< 2 feet
	25% maximum of wall area	0 hours	< 5 feet
	Unlimited	0 hours	> 5 feet
Penetrations	All	Comply with Section R302.4	< 5 feet
		None Require	>5 feet

23. **Subsection R302.5.1** is amended to delete the text "20-minute fire rated doors" and replace with "minimum 60-minute fire rated doors"

24. **Subsection R302.5.2** is amended to delete the section entirely and the following inserted in its place: "Ducts shall not penetrate the walls or ceilings of a garage, and shall not have openings into the garage."

25. **Subsection R302.6** is amended to delete the section entirely and the following inserted in its place: "The interior of an attached garage shall have not less than 5/8 inch Type X gypsum board or equivalent throughout."

26. **Table R302.6** is amended by deleting the table entirely.

27. **Subsection R302.11.1.1** is amended to delete the section entirely and the following inserted in its place: "All fire blocking materials shall comply

with Subsection 302.11.1 and only rigid materials shall be permitted for compliance with the 10 foot horizontal fire blocking requirement."

28. **Subsection R302.11.1.2** is amended to delete the subsection entirely.
29. **Subsection R302.11.1.3** is amended to delete the subsection entirely.
30. **Subsection R302.12** is amended to delete "1,000 square feet" and replace with "500 square feet."
31. **Subsection R303.5** is amended to add the following sentence at the end of the paragraph: "or installed per manufacturer's installation instructions."
32. **Subsection R303.5.2** is amended to delete the section entirely and the following inserted in its place: "Exhaust air shall not be directed onto walkways, stairs, decks, cooling equipment, electric meter boxes, any part or portion of the building or accessory structure or discharged under decks or porches, without specific written permission from the Building Official due to specific existing conditions."
33. **Subsection 305.1.1** is amended to add the following sentence at the end of the paragraph: " Where allowed by the Building Official due to specific existing conditions, basement ceiling height for all habitable and non-habitable rooms in basements may be reduced to a minimum 6 feet 5 inches without encroachment as outlined in the exception."
34. **Subsection R309.1** is amended to add the following sentence at the end of the paragraph: "The garage floor shall be poured a minimum of four inches below the top of the foundation or have a concrete gas curb a minimum of 4 inches tall at all walls of the garage abutting the house."
35. **Subsection R310.2.4** is amended to add the following sentence at the end of the paragraph: "Doors, hatches, and covers under decks and porches shall comply with Subsection 310."
36. **Subsection R311.7.8.1** is amended to delete **Exception 1** and add the following: "The use of volute, turnout or starting easing shall be allowed over the lowest two treads."
37. **Section R313** is amended to delete the section entirely and the following inserted in its place: "All new residential construction (including) single family homes and attached townhomes) shall require the installation of an automatic fire sprinkler system with warning devices

designed and installed in accordance with Village of La Grange Park ordinances, NFPA 13D Subsection P2904 of this code and the more stringent shall always apply."

Exception:

An automatic fire sprinkler system shall not be required for additions or alterations to existing buildings that do not already have an automatic sprinkler system unless requirements that supersede Village authority exist."

38. **Subsection R314.1** is amended to add the following sentence at the end of the paragraph: "In addition to the requirements outlined in this section, all smoke alarms shall be installed in accordance with the State of Illinois Smoke Detector Act, Village of La Grange Park ordinances and the more stringent requirements shall always apply."

39. **Subsections 314.7, 314.7.1, 314.7.2, 314.7.3, 314.7.4** are deleted.

40. **Subsection R315.1** is amended to add the following sentence at the end of the paragraph: "In addition to the requirements outlined in this Subsection, all carbon monoxide alarms shall be installed in accordance with the State of Illinois Carbon Monoxide Alarm Detector Act, Village of La Grange Park ordinances and the more stringent requirements shall always apply."

41. **Subsection 315.6, 315.6.1, 315.6.2, 315.6.3, 315.6.4** are deleted.

42. **Subsection R317.1.2** is amended to delete the section entirely and the following inserted in its place: "Wood framing, supports, posts or poles shall not be permitted to be installed in a manner so as to be in direct contact with the ground or encased in concrete in the ground. All wood framing, supports, post or poles shall be properly supported on piers secured by approved attachment methods and at no time shall any wood framing, supports, posts or poles be installed in a manner to be in contact with groundwater or submerged in fresh water.

Exception:

This Subsection shall not apply to fences or other decorative construction not intended to support human occupant loads."

43. **Subsection R322.1** is amended to add the following sentence at the end of the paragraph: "and any applicable Cook County floodplain ordinance, FEMA, Metropolitan Water Reclamation District of Greater

Chicago or other Village of La Grange Park ordinances."

44. **Subsection 324.4** is amended to adding the following sentence at the end of the paragraph at the end of the paragraph: "and have the seal of a state licensed architect or structural engineer."
45. **Subsection R401.3** is amended by adding the following sentence at the end of the paragraph at the end of the paragraph: "All surface drainage and storm water management shall comply with all applicable Village of La Grange Park ordinances and best practice engineering guidelines."
46. **Subsection R402.1** is amended to delete the section entirely and the following inserted in its place: "Wood footings and foundations shall be prohibited."
47. **Subsection R403.1** is amended by deleting the words "crushed stone footings and wood foundations".
48. **Subsection R403.1.1** is amended by adding the following sentence at the end of the paragraph at the end of the paragraph: "The footing width, W, shall be at least twice the width of the foundation wall being supported. The footing thickness, T, shall be at least as thick as the width of the foundation wall being supported. Footing projections, P, shall be at least 2 inches (51mm)."
49. **Subsection R403.1.4.1** is amended by deleting all exceptions and adding the following exception:

Exceptions:
Protection of free standing accessory structures with an area of 660 square feet or less, of light frame construction, with an eave height of 10 feet or less, no more than one story, without an accessible staircase, shall not be required.
50. **Subsection R403.3** is amended by adding the following sentence at the end of the paragraph: "Frost protected shallow footings shall be prohibited."
51. **Subsection R403.4.1** is amended by deleting the text entirely and adding the following: "Crushed stone footings are prohibited."
52. **Subsection 404.1.3** is amended by adding the following sentence at the end of the paragraph: "All foundations for primary structures or habitation shall bear the seal of a licensed architect or structural

engineer."

53. **Subsection 404.1.7** is amended by adding the following at the end of the paragraph: "Backfill soil being placed against the foundation wall shall not contain any portion compacted together that is more than 6 inches in diameter and no backfill shall consist of broken concrete, foreign matter or frozen soils."
54. **Subsection R404.2** and all subsections and related tables are amended by entirely deleting and adding the following: "Wood foundations shall be prohibited".
55. **Subsection R405** is amended by adding the following sentence at the end of the paragraph: "All drains, drainage tile, pipe, material or systems shall be a minimum of 4" round perforated pipe."
56. **Subsection R405.2** is amended by deleting the text entirely and inserting in its place: "Wood foundations are prohibited."
57. **Subsection R405.2.3** is amended by deleting: "The drainage system shall discharge into an approved sewer system or to daylight" and inserting "The drainage system shall discharge to grade and in accordance with Village of La Grange Park ordinances and as approved by the Building Official."
58. **Subsection R406.3** and all references to wood foundations are deleted and the following added: "Wood foundations shall be prohibited."
59. **Subsection R40.8** is created to read as follows: "**R408.8 Crawl Space Floor Slab.** Crawl space areas proposed to have a finished floor are required to meet or exceed the following minimum requirements: Two (2") inch slush coat of poured concrete installed over a six (6) mil-thick polyethylene film moisture barrier with all joints lapped a minimum of six (6) inches, over a minimum two (2") inches of compacted stone".
60. **Subsection R502.7.1** is amended by deleting the words "Joists exceeding a nominal 2 inches by 12 inches (51mm by 305mm)" and replacing it with "All joists".
61. **Subsection R504.1** is amended to delete the text entirely and the following inserted in its place: "**General.** Pressure preservative treated-wood floors on ground shall only be allowed for accessory structures 100 square feet or less".
62. **Subsection R506.1** is amended by replacing the words "3.5 inches"

with "4 inches".

63. **Subsection R506.2.1.1** is created to read as follows: "**R506.2.1.1 Back-Fill under Concrete Floors at Attached Garages.** The sub-base for poured concrete garage floors shall be undisturbed inorganic soil. All fill material shall be clean, compactable graded sand, crushed stone, or gravel placed in compacted lifts. The use of organic soils as fill material is prohibited."
64. **Subsection R506.2.2** is amended by deleting the exception.
65. **Subsection R602.6.1** is amended by deleting the exception.
66. **Subsection R703.9** is amended by adding the following: "All exterior insulation finish systems (EIFS) installed on any portion of a one- or two-family dwelling or accessory structure shall be installed only on masonry or metal substructure components. EIFS shall not be installed over, next to, or in contact with wood materials."
67. **R703.9.2.1** is created to read as follows: "**(EIFS) Special Inspections.** Any and all exterior insulation finish system (EIFS) installed on any portion of a one- or two-family dwelling for an exterior covering requires that a certification of proper installation be submitted as a special inspection. Before permit issuance, a statement of special inspections prepared by the registered design professional shall be submitted detailing the individuals and approved agencies intended to be retained for conducting these inspections. This report and signed certification shall be submitted to the village before any occupancy will be granted."
68. **Subsection R802.8.1** is amended by replacing: "1-inch by 3-inch wood strip" with "2-inch by 4-inch wood strip".
69. **Subsection R1003.9.2** is amended by replacing: "Where a spark arrestor is installed on a masonry chimney, the spark arrestor shall meet all of the following requirements:" with " A spark arrestor shall be installed on masonry chimneys that serve all wood or solid fuel burning hearths, fireboxes, stoves or appliances and shall meet all of the following requirements:"
70. **Chapter 11 Energy Efficiency** is amended by deleting the entire chapter and replacing with: "All energy efficiency requirements shall be dictated by the current version of the International Energy Conservation

Code with amendments as adopted by the State of Illinois".

71. **Subsection M1307.6** is amended to delete the subsection entirely and the following inserted in its place: "Potable water and drainage system connections to equipment and appliances regulated by this code shall comply with the State of Illinois Department of Public Health Plumbing Code, current version."
72. **Subsection M1411.3.1.1** is amended by adding the following sentence at the end of the paragraph: "Water level monitoring devices shall be installed so the float or sensor is as close to the bottom of the drain pan as possible to shut down the equipment when a minimal amount of condensate is detected."
73. **Subsection M1411.3.2** is amended by inserting the following sentence: "All condensate disposal systems, drain piping and materials shall comply with the State of Illinois Department of Public Health Plumbing Code, current version".
74. **Subsection M1502.3** is amended by adding the following sentence at the end of the paragraph: "In addition to the above requirements exhaust duct terminations shall not terminate any closer than 3 feet (914mm) to meter boxes, cooling equipment, and generators and shall never terminate under decks or porches unless specifically approved by the Building Official due to specific existing conditions."
75. **Subsection M1601.1.1** is amended by entirely deleting provisions 5, 7, 7.1, 7.2, 7.3 and 7.4 and by adding the following sentence at the end of the paragraphs: "All supply and return ducts shall be made of galvanized sheet metal in the appropriate thickness as specified in table M1601.1.1 (2) or other approved materials as outlined in ASHRAE or SMACNA standards. The use of stud or joist bays as returns or supplies is prohibited. The use of flex duct shall be permitted providing such duct does not exceed 10 feet in length and complies with the current version of the International Energy Conservation Code as adopted by the State of Illinois."
76. **Subsection M2005.1** is amended by adding the following sentence at the end of the paragraph: "In addition to the requirements listed in this Subsection, all water heaters shall be installed in accordance with the State of Illinois Department of Public Health Plumbing Code, current

version."

77. **Subsection M2105.1** is amended by adding the following sentence at the end of the paragraph: "All testing as required by this Subsection shall be witnessed by the Building Official or his designee. An inspection performed by the Building Official or his designee shall be required prior to the closing of any trench or ground opening associated with ground source heat pump system loop piping."
78. **Subsection G2401.1** is amended by adding the following to the end of the third paragraph after International Fuel Gas Code: "and Village of La Grange Park adopted ordinances."
79. **Subsection G2404.10** is amended by adding the following sentence at the end of the paragraph: "Auxiliary drain pans shall comply with this Subsection and Subsection M1411.3.1.1 as amended."
80. **Subsection G2405.1** is amended by adding the following sentence at the end of the paragraphs: "All gas piping shall be properly supported and attached directly to the building structure only. No gas piping shall ever be attached to or supported by other piping or ductwork."
81. **Subsection G2407.11** is amended by entirely deleting **Exception 1** and adding the following sentence at the end of the paragraph: "Ducts required for conveying combustion air shall be constructed with the provisions of Chapter 16 of this code and Village of La Grange Park applicable ordinances and amendments."
82. **Subsection G2412.1.1** is amended by adding the following sentence at the end of the paragraphs: "No utility service piping shall ever be attached to or supported by other piping or ductwork or hung from the floor or roof deck above. All piping shall be properly supported and attached directly to the building structure only."
83. **Subsection G2414.5.2** is amended by entirely deleting the subsection and the following inserted in its place: "Copper tubing of any type shall not be utilized for the conveyance or supply of any type of natural or propane gases".
84. **Subsection G2414.6** is amended by adding the following sentence at the beginning of the first paragraph: "Polyethylene plastic pipe, tubing fittings and any other type of plastic piping shall be utilized for the

conveyance or supply of any type of natural or propane gases below ground only, no installations above grade or within a structure".

85. **Subsection G2415.12** is amended by deleting "12 inches (305mm)", and replacing it with "18 inches."
86. **Subsection G2415.12.1** is amended by deleting "8 inches (203mm)", and replacing it with "12 inches."
87. **Subsection G2415.13** is amended by adding the following sentence at the end of the paragraph: "Any trench containing gas pipe shall be inspected and approved by the Building Official or his designee prior to closing the trench."
88. **Subsection G2415.17.3** is amended by adding the following sentence at the end of the paragraph: "Tracer wires shall only be yellow in color and shall terminate a minimum of 6 inches above grade."
89. **Subsection G2418.1** is amended by adding the following sentence at the end of the paragraphs: "All gas piping shall be properly supported and attached directly to the building structure only. No gas piping shall ever be attached to or supported by other piping or ductwork or hung from the floor or roof deck above."
90. **Subsection G2420.1.3** is amended to delete that Subsection entirely and replace it with: "All shutoff valves shall be installed and located in a manner to be readily accessible and shall be installed so as to be protected from damage."
91. **Subsection G2422.1** is amended by adding the following exception: "**Exception.** All furnaces, boilers, and water heaters shall be connected to the piping system with rigid metallic pipe and fittings only, unless specified otherwise by the manufacturer or in the case of emergency as determined and approved by the Building Official."
92. **Subsection G2422.1.2.1** is amended by deleting "6 feet (1829mm)" and replacing it with: "3 feet or as approved by the Building Official."
93. **Subsection G2422.1.3.1** is created to read as follows: "**Connection of Standby Generators.** Standby generators, whether permanent or temporary, shall not be connected to the gas piping system through the use of a rigid pipe connection."

94. **Subsection G2427.3.5** is amended by deleting the text entirely and adding: "No appliance venting system shall pass through or be in contact with above ceiling air handling spaces."
95. **Chapters 25 through 33** are not formally adopted and the following sentence inserted: "All plumbing work within the Village of La Grange Park and requirements outlined in chapters 25 thru 33 shall comply with the State of Illinois Department of Public Health Plumbing Code, current version."
96. **Section P2904** is amended by adding the following sentence: "All residential fire sprinkler systems shall comply with the provisions of this code and applicable Village of La Grange Park ordinances."
97. **Subsection P3303.1** is amended by entirely deleting that Subsection and replacing it with the following sentence: "The sump pit and discharge piping shall comply with all applicable Village of La Grange Park ordinances, regulations, storm water management plans, directions provided by the Village Engineer, and all applicable provisions of the State of Illinois Department of Public Health Plumbing Code, current version."
98. **P3303.1.2** is amended by adding the following sentence at the end of the paragraph: "No sump pit shall be constructed of steel or cast iron."
99. **Chapter 34 through 39** are not being formally adopted and the following sentence inserted: "In addition to the outlined provisions to this code, all Village of La Grange Park amendments to NFPA 70 shall apply to all electrical work in one and two family dwellings located within village limits."

§ 150.025 ILLINOIS ACCESSIBILITY CODE ADOPTED

- (A) *Code Adopted.* There is hereby adopted by reference as if fully set out herein that certain code known as the Illinois Accessibility Code, 2018 Edition, prepared and published by the State of Illinois Capital Development Board, one (1) copy of which has been available in the village for inspection for a period of more than thirty (30) days prior to the adoption of this Chapter and shall continue to be available for inspection in the office of the Village Clerk.

§ 150.026 INTERNATIONAL MECHANICAL CODE ADOPTED

(A) *Code Adopted.* There is hereby adopted by reference as if fully set out herein that certain code known as the International Mechanical Code, 2015 edition, prepared and published by the International Code Council, together with the additions, insertions, deletions and changes hereinafter set forth, one (1) copy of which has been available in the village for inspection for a period of more than thirty (30) days prior to the adoption of this Chapter and shall continue to be available for inspection in the office of the Village Clerk.

(B) *Amendments.* The following additions, insertions, deletions and changes are hereby made to the International Mechanical Code:

1. **Subsection 101.1** is amended by inserting in the blank: "The Village of La Grange Park".
2. **Subsection 103.2** is amended to delete the subsection entirely and the following inserted in its place: "The Building Official shall serve as the code official for the Village of La Grange Park".
3. **Subsection 106.4.3** is amended to delete the text entirely and the following inserted in its place: "Every permit issued by the code official under the provisions of this code shall become invalid unless the work is commenced within six (6) months from its issuance or if the work authorized by such permit is suspended or abandoned for a period of six (6) months after the work is commenced. Every permit shall expire and may become invalid after a period of one (1) year from the date of its issuance. Invalid and expired permits shall be subjected to additional plan review, including new fees for such review, as well as administrative fees for issuing said permit, in accordance with the La Grange Park Ordinance."
4. **Subsection 106.5.2** is amended by inserting in the blank: "fees shall be determined by the Village of La Grange Park."
5. **Subsection 106.5.3** is amended to delete the subsection entirely and the following inserted in its place: "The code official shall authorize the refunding of fees on a case by case basis".
6. **Subsection 107.2.5.4** is created to read as follows: "**Certified Test and Balance Report.** A certified test and balance report shall be submitted and approved prior to final occupancy. The code official shall have the authority to waive this requirement at his/her discretion."
7. **Subsection 108.4** is amended by inserting in the blanks: "petty offense", "\$750.00", and "six (6) months".

8. **Subsection 108.5** is amended by inserting in the blanks: "\$100.00", and "\$750.00".
9. **Subsection 109.2** is amended to delete the text entirely and the following inserted in its place: "The board of appeals shall consist of the village board of the village of La Grange Park".
10. **Subsection 305.3** is amended by adding the following sentence at the end of the paragraphs: "All mechanical piping and ductwork shall be supported or fastened directly to the structural supports of the building. Mechanical piping and ductwork shall not be hung from the roof decking or floor deck above, or from other ductwork or piping."
11. **Subsection 501.5** is created to read as follows: "**Independent System Required.** Single or combined mechanical exhaust systems from bath, toilet, urinal, service sink closets, and similar rooms shall be independent of all other exhaust systems."
12. **Subsection 602.3** is amended by deleting the subsection entirely.
13. **Subsection 603.10** is amended by adding the following sentence at the end of the paragraphs: "All mechanical piping and ductwork shall be supported or fastened directly to the structural supports of the building. Mechanical piping and ductwork shall not be hung from the roof deck or floor deck above, or from other ductwork or piping."
14. **Subsection 603.12** is amended by adding the following sentence at the end of the paragraph: "All ductwork passing through unconditioned spaces shall be insulated either internally or externally in accordance with the provisions of Subsection 604."
15. **Subsection 801.14.1** is created to read as follows: "**Automatic shut off.** Power exhausters shall be electrically connected to each appliance to prevent the operation of the appliance when the power exhauster is not in operation."

§ 150.027 INTERNATIONAL FUEL GAS CODE ADOPTED

(A) *Code Adopted.* There is hereby adopted by reference as if fully set out herein that certain code known as the International Fuel Gas Code, 2015 edition, prepared and published by the International Code Council, together with the additions, insertion, deletions, and changes hereinafter set forth, one (1) copy of which has been available in the village for inspection for a period of more than thirty (30) days prior to the adoption of this Chapter and shall continue to

be available for inspection in the office of the Village Clerk.

(B) *Amendments.* The following additions, insertions, deletions and changes are hereby made to the International Fuel Gas Code:

1. **Subsection 101.1** is amended by inserting in the blank: "The Village of La Grange Park."
2. **Subsection 103.2** is amended to delete the subsection entirely and the following inserted in its place: "The Building Official shall serve as the code official for the Village of La Grange Park."
3. **Subsection 106.5.3** is amended to delete the subsection entirely and the following inserted in its place: "Every permit issued by the code official under the provisions of this code shall become invalid unless the work is commenced within six (6) months from its issuance or if the work authorized by such permit is suspended or abandoned for a period of six (6) months after the time the work is commenced. Every permit shall expire and become invalid after a period of one year from the date of its issuance. Invalid and expired permits shall be subjected to additional plan review, including new fees for such review, as well as administrative fees for issuing said permit."
4. **Subsection 106.6.2** is amended by inserting in the blank: "fees shall be determined by the Village of La Grange Park."
5. **Subsection 106.6.3** is amended to delete the subsection entirely and the following inserted in its place: "The code official shall authorize the refunding of fees on a case by case basis."
6. **Subsection 107.1** is amended by adding the following sentence at the end of the paragraphs: "The approval of prefabricated construction assemblies in modular housing and mobile structures containing concealed fuel gas work shall remain accessible and exposed for inspection purposes until approved. Neither the Building Official nor the jurisdiction shall be liable for the expense entailed in the removal or replacement of any material required to allow inspection."
7. **Subsection 108.4** is amended by inserting in the blanks: "petty offense", "\$750.00", and "six (6) months."
8. **Subsection 108.5** is amended by inserting in the blanks: "\$100.00" and "\$750.00."
9. **Subsection 109.2** is amended to delete the subsection entirely and the

following inserted in its place: "The board of appeals shall consist of the village board of the Village of La Grange Park."

10. **Subsection 402.4** is amended to delete all tables and references regarding the usage of semi-rigid copper for the conveyance or supply of natural or propane fuel gases from the point of delivery to the connections of the appliances.
11. **Subsection 403.4.3** is amended to delete that subsection entirely and the following inserted in its place: "The use of copper and brass piping and fittings for the conveyance of fuel gas is prohibited."
12. **Subsection 403.4.4** is amended to delete that subsection entirely and the following inserted in its place: "The use of aluminum alloy pipe for the conveyance of fuel gas is prohibited."
13. **Subsection 403.5.2** is amended by entirely deleting that subsection.
14. **Subsection 403.5.3** is amended by entirely deleting that subsection.
15. **Subsection 407.2.1** is created to read as follows: "Structural Attachment. All fuel gas piping shall be supported or fastened directly to the structural supports of the building. Fuel gas piping shall not be hung from the roof deck or floor deck above or from any ductwork or piping."
16. **Subsection 411.1** is amended by replacing the words: "Except as required by Subsection 411.1.1, appliances shall be connected to the piping system by one of the following:" with the following words: "Furnaces, water heaters, boilers and other gas appliances other than range top units and clothes dryers, unless specifically required by the manufacturer shall be connected to the gas piping system by only rigid metallic pipe and fittings. Appliances as outlined in Subsection 411.1.1 shall be connected to the piping system by one of the following:"

§ 150.028 ILLINOIS PLUMBING CODE ADOPTED

- (A) *Code Adopted.* There is hereby adopted by reference as if fully set out herein that certain code known as Illinois State Plumbing Code, 2014 Edition, prepared and published by the Illinois Department of Public Health, together with the additions, insertions, deletions and changes herein set forth, one (1) copy of which has been available in the village for inspection for a period of more than thirty (30) days prior to the adoption of this Chapter and shall continue to be available for inspection in the office of the Village Clerk.

§ 150.029 NATIONAL ELECTRICAL CODE ADOPTED

(A) *Code Adopted.* There is hereby adopted by reference as if fully set out herein that certain code known as the National Electrical Code, 2017 Edition, prepared and published by the National Fire Protection Association, together with the additions, insertions, deletions and changes herein set forth, one (1) copy of which has been available in the village for inspection for a period of more than thirty (30) days prior to the adoption of this Chapter and shall continue to be available for inspection in the office of the Village Clerk.

(B) *Amendments.* The following additions, insertions, deletions and changes are hereby made to the National Electric Code:

1. **Article 210.63** is amended by entirely deleting the exception.
2. **Article 230.43** is amended by deleting the following subsections: (1), (2), (6), (7), (8), (9), (10), (11), (12), (13), (14), (15), (16), (17), (18) and (19).
3. **Article 230.70 (1)** is amended by adding the following sentence to the end of the paragraph: "A service disconnect shall be required outdoors at the meter pedestal or box if the circuit board panel is located five or more feet away in distance from the point of entry for the service conductors."
4. **Article 240.8** is amended by adding the following text at the end of the paragraph: "No tandem, piggy back or space saver circuit breakers shall be permitted."
5. **Article 314.3** is amended to delete all text entirely and the following inserted in its place: "The use of nonmetallic boxes is prohibited except for low voltage applications. This same amendment will apply to all areas of this or any code that makes reference to non-metallic boxes."
6. **Article 320, Subsection II: Installation** is amended by adding the following subsection: "**(6)** All armored cable (Type AC) shall be limited in length to six feet unless permission is granted otherwise by the Code Official due to specific existing conditions."
7. **Article 322** is amended to delete the text entirely and the following inserted in its place: "The use of flat cable (Type FC) is prohibited."
8. **Article 324** is amended to delete the text entirely and the following inserted in its place: "The use of flat conductor cable (Type FCC) is

- prohibited."
9. **Article 326** is amended to delete the text entirely and the following inserted in its place: "The use of integrated gas spacer cable (Type IGS) is prohibited."
 10. **Article 330, Subsection II: Installation** is amended by adding the following subsection: "**(13)** All metal clad cable (Type MC) shall be limited in length to six feet."
 11. **Article 332** is amended to delete the text entirely and the following inserted in its place: "The use of mineral insulated cable (MI) is prohibited."
 12. **Article 334.10** is amended to delete the text entirely and the following inserted in its place: "**Uses Permitted.** Type NM, NMC and NMS cables shall be permitted to be used in the following: (1) For low voltage wiring as may be required in Article 411. For temporary wiring as may be required in Article 590."
 13. **Article 336** is amended to delete the text entirely and the following inserted in its place: "The use of power and control cable (Type TC) is prohibited."
 14. **Article 338** is amended to delete the text entirely and the following inserted in its place: "The use of service-entrance cable (Type SE) is prohibited."
 15. **Article 348.10** is amended to delete the text entirely and the following inserted in its place: "Flexible metal conduit shall be limited in length to six feet."
 16. **Article 350.10** is amended by adding the following subsection: "**(4)** All liquid tight flexible metal conduits (Type LFMC) shall be limited in length to six feet."
 17. **Article 352.10** is amended to delete provision "A" and inserting in its place: "PVC conduit shall be permitted in walls, floors and ceilings for the conveyance of low voltage wiring only and shall always be sealed at one end. PVC conduit shall be allowed for all underground feeder applications providing a suitable ground is installed and shall also be allowed for wet locations in accordance with subpart (D) of this Subsection."
 18. **Article 356.10** is amended by adding the following subsection: "**(8)** Liquid tight flexible nonmetallic conduits shall be limited in length to six feet."
 19. **Article 360.10** is amended by adding the following subsection: "**(5)** flexible metallic tubing (Type FMT) shall be limited in length to six feet."
 20. **Article 362** is amended is amended to delete the text entirely and the following inserted in its place: "The use of electrical nonmetallic tubing is

prohibited."

21. **Article 382** is amended to delete the text entirely and the following inserted in its place: "The use of nonmetallic extensions is prohibited."
22. **Article 388** is amended to delete the text entirely and the following inserted in its place: "The use of surface nonmetallic raceways is prohibited."
23. **Article 394** is amended to delete the text entirely and inserting in its place: "Concealed knob and tube wiring is prohibited. Existing installations shall not require removal, alteration, or abandonment of, nor prevent the continued utilization and maintenance of properly maintained knob and tube wiring lawfully in existence at the time of adoption of this code. Such installations or systems may only be repaired and not expanded."
24. **Article 406.3, subsection: D, part (2)** is amended to delete the text entirely and inserting in its place: "The use of nonmetallic boxes is prohibited except for low voltage applications. This same amendment will apply to all areas of this or any code that makes reference to non-metallic boxes."
25. **Article 406.4, subsection: D, part (2)** is amended to delete the text entirely and inserting in its place: "The use of non-grounding type receptacles is prohibited. Existing installations shall not require removal, alteration or abandonment, nor prevent the continued utilization of properly maintained receptacles lawfully in existence at the time of adoption of this code. Any non-grounding receptacle requiring replacement shall be replaced with a grounded type."
26. **Article 408** is amended by adding the following subsection: "408.59 **Panel board side clearances.** In addition to the working space requirements of article 110.26, all panel boards shall have a minimum of three inches unobstructed space between the sides of the panel board and any wall, framing or obstruction."
27. **Article 422.10** is amended by adding the following subsection: "**Branch Circuit Rating (C)**
Each furnace, heat pump, water heater, sewage pump, sump pump, air conditioning unit and similar equipment shall be provided with dedicated branch circuits. A disconnecting means shall be provided on or immediately near the unit."
28. **Article 604.1.1** is created to read as follows: "**Testing Agency Approvals.** Assemblies that do not have a recognized testing agency listing and cannot be verified for approved product materials and installation methods shall be subject of approval of the AHJ. "

29. **Annex H is adopted as amended by the following subsections.**
30. **Article 80.15, subsections: A, B, C, D, E, and F** are amended to delete the text entirely and the following inserted in its place: "The village board of the Village of La Grange Park shall serve as the electrical board."
31. **Article 80.17 subsection: F, part 3** is amended by inserting into the blank: "seven."
32. **Article 80.23, subsection: B, part 3** is amended by inserting in the blanks: "\$100.00" and "\$750.00" and "one day" and "ten days."
33. **Article 80.25, subsection C** is amended by inserting in the blank: "seven."
34. **Article 80.27, subsection A** is amended by inserting in the blank: "The Village of La Grange Park."
35. **Article 80.27, subsection B, parts 3 and 4** are amended by inserting in the blanks: "The Village of La Grange Park", "two (2)" and "two (2)."
36. **Article 80.29** is amended by inserting in the blank: "The Village of La Grange Park."
37. **Article 80.35** is amended by inserting into the blanks: "immediately upon adoption of this code."

§ 150.030 INTERNATIONAL ENERGY CONSERVATION CODE ADOPTED

- (A) *Code Adopted.* There is hereby adopted by reference as if fully set out herein that certain code known as the International Energy Conservation Code, 2015 Edition, prepared and published by the International Code Council, together with the additions, insertions, deletions and changes herein set forth, one (1) copy of which has been available in the village for inspection for a period of more than thirty (30) days prior to the adoption of this Chapter and shall continue to be available for inspection in the office of the Village Clerk.
- (B) *Amendments.* The following additions, insertions, deletions and changes are hereby made to the International Energy Conversation Code:
1. **Subsection 101.1** is amended by inserting in the blank: "The Village of La Grange Park."
 2. **Subsection 103.3.1** is amended by entirely deleting the first sentence and replacing with the following: "When the building official issues a permit, the construction documents shall be approved in writing or with a corresponding village approval stamp with signature."

3. **Subsection 108.4** is amended by inserting in the blanks: "\$100.00" and "\$750.00."
4. **Subsection 109.3** is amended to delete the subsection entirely and the following inserted in its place: "The board of appeals shall consist of the village board of the Village of La Grange Park."

§ 150.031 INTERNATIONAL PROPERTY MAINTENANCE CODE ADOPTED

(A) *Code Adopted.* There is hereby adopted by reference as if fully set out herein that certain code known as the International Property Maintenance Code, 2015 Edition, prepared and published by the International Code Council, together with the additions, insertions, deletions and changes herein set forth, one (1) copy of which has been available in the village for inspection for a period of more than thirty (30) days prior to the adoption of this Chapter and shall continue to be available for inspection in the office of the Village Clerk.

(B) *Amendments.* The following additions, insertions, deletions and changes are hereby made to the International Property Maintenance Code:

1. **Subsection 101.1** is amended by inserting in the blank: "The Village of La Grange Park."
2. **Subsection 102.3** is amended to delete the subsection entirely and the following inserted in its place: "Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Building Code, International Energy Conservation Code, International Fire Code or National Fire Protection Association Life Safety Code (most stringent to apply), International Mechanical Code, International Residential Code for One- and Two- Family Dwellings, National Electric Code, Illinois State Plumbing Code and NFPA 70."
3. **Subsection 103.2** is amended to delete the subsection entirely and the following inserted in its place: "The Building Official shall serve as the code official for the Village of La Grange Park."
4. **Subsection 103.5** is amended by inserting in the blank: "Fees shall be determined by the Village of La Grange Park."
5. **Subsection 106.4** is amended to delete the subsection entirely and the following inserted in its place: "Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the

approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to a fine of not less than one hundred dollars (\$100) nor more than seven hundred fifty dollars (\$750) for each offense; and each day that the violation continues shall constitute a separate offense and is subject to a separate fine."

6. **Subsection 108.1.3** is amended to delete the subsection entirely and the following inserted in its place: "Any structure or premises which the code official finds to be unfit for human occupancy or use may be so labelled with a placard by the code official. For the purpose of this code, the following conditions shall render structures unfit for human occupancy:
 1. A structure which is so decayed, dilapidated, unsanitary, unsafe, or vermin infested that it creates a serious hazard to the health or safety of the occupants or of the public.
 2. A structure which lacks illumination, ventilation, heat, sanitation facilities, utilities, or other essential equipment required by this code or is in a location which constitutes a hazard to the occupants of the structure or to the public.
 3. A structure which has been damaged by fire, wind or explosion to the extent that it does not provide adequate shelter from the elements or appears to be structurally unsafe.
 4. A structure which, through misuse, improper maintenance, or abuse appears to have many flagrant violations of building code requirements.
7. **Subsection 111.2** is amended to delete the subsection entirely and the following inserted in its place: "The board of appeals shall consist of the village board of the Village of La Grange Park."
8. **Subsection 112.4** is amended by inserting in the blanks: "\$100.00" and "\$750.00."
9. **Subsection 201.3** is amended to delete the subsection entirely and the following inserted in its place: "Where terms are not defined in this code and are defined in the International Building Code, International Fire Code, International Mechanical Code, Illinois State Plumbing Code, International Residential Code for One- and Two-Family Residences, Code of Ordinances Village of La Grange Park, International Fire Code, National Fire Protection Association Life Safety Code, National Electric Code or

NFPA 70, such terms shall have the meanings ascribed to them in those codes."

10. **Subsection 302.1.1** is created to read as follows: "**Personal Belongings.** In addition to the provisions outlined in Subsection 302, all exterior property and premises shall be kept free of excessive personal property to include but not limited to tables, chairs, grills, flowers pots, statues, outdoor equipment, hoses, animal enclosures, cages, outdoor carpeting or any item deemed in excess or unsightly by the Village of La Grange Park. For the purpose of this Subsection, excessive shall mean far in excess of the usual, necessary, or proper limit or degree as observed in and around the surrounding area."
11. **Subsection 302.3** is amended by adding the following sentence at the end of the paragraph: "All parking lot striping including accessible parking spaces and signage, shall be maintained and updated in accordance with all the requirements of the applicable Village of La Grange park ordinances and the Illinois Accessibility Code."
12. **Subsection 302.4** is amended by inserting in the blank: "ten (10) inches in height."
13. **Subsection 302.8** is amended by adding the following to the end of the paragraph: "All motor vehicles must be parked on an improved all-weather dustless hard surface as defined by Chapter 153 (Zoning) of Municipal Code, Village of La Grange Park, Illinois."
14. **Subsection 303.1** is amended to delete the subsection entirely and the following inserted in its place: "Swimming pools, spas, hot tubs and similar equipment shall be maintained in a clean and sanitary condition, and in good repair."
15. **Subsection 304.14** is amended by inserting in the blanks: "May 1" and "October 1."
16. **Subsection 404.4.5** is amended by adding the sentence at the end of the paragraph: "and the Village of La Grange Park adopted fire code, life safety code and other applicable ordinances."
17. **Subsection 502.5** is amended to delete the subsection entirely and the following inserted in its place: "Public toilet facilities shall be maintained in a safe, sanitary and working condition in accordance with the Illinois State Plumbing Code. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during occupancy

of the premises."

18. **Subsection 506.3** is amended to delete the first sentence and replace it with the following: "Grease interceptors and automatic grease removal devices shall be maintained in accordance with the State of Illinois Department of Public Health Plumbing Code, applicable Cook County Department of Public Health regulations and the manufacture's installation instructions."
19. **Subsection 507.1** is amended to add the following sentence at the end of the paragraph: "Storm water runoff from downspouts or a similar discharge conveyance must be directed in such a manner as to prevent discharge or overflow onto an adjoining property or right of way. All storm water discharge must be a minimum of 5' from a property line for principal structures, 3' from the property line for detached accessory structures. No discharge shall be closer than 15' from a public right of way. All discharge locations are subject to the approval of the Director of Fire and Building."
20. **Subsection 507.2** is created to read as follows: "**Discharge of sump pump.** Sump pumps and similar devices must discharge to the rear or front yards a minimum of 5' from a lot line and must not discharge beyond the property lines of the lot on which the pump is installed unless specifically approved by the Director of Fire and Building."
21. **Subsection 602.2** is amended to delete the text entirely and the following inserted in its place: "Dwellings shall have heating equipment and facilities capable of maintaining a room temperature of not less than 65°F (18 degrees Celsius) in all habitable rooms, bathrooms and toilet rooms. Neither cooking appliances nor portable, unvented fuel-burning space heaters may be used as a means to provide required heating."
22. **Subsection 602.3** is amended by inserting in the blanks: "September 15 and May 30"; by deleting "68" and replacing "65"; and by deleting both Exemption 1 and 2.
23. **Subsection 602.4** is amended by inserting in the blanks: "September 15 and May 30."

§ 150.032 INTERNATIONAL EXISTING BUILDING CODE ADOPTED

- (A) *Code Adopted.* There is hereby adopted by reference as if fully set out herein that certain code known as the International Existing Building Code, 2015 Edition, prepared and published by the International Code Council, together

with the additions, insertions, deletions and changes herein set forth, one (1) copy of which has been available in the village for inspection for a period of more than thirty (30) days prior to the adoption of this Chapter and shall continue to be available for inspection in the office of the Village Clerk.

(B) *Amendments.* The following additions, insertions, deletions and changes are hereby made to the International Existing Building Code:

1. **Subsection 101.1** is amended by inserting in the blank: "Village of La Grange Park."
2. **Subsection 1401.2** is amended by inserting in the blank: "March 1, 2020."

ARTICLE 4: That Chapter 152 SWIMMING POOLS, Section 152.01 through 152.10 be deleted in its entirety.

ARTICLE 5: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

ARTICLE 6: That this Ordinance shall be in full force and effect after its passage, approval and publication as required by law.

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois this 28th day of January, 2020.

YES:

NO:

ABSENT:

Approved this 28th day of January, 2020.

Dr. James L. Discipio, Village President

ATTEST:

Meghan Kooi, Village Clerk

Public Safety Committee Divider

Robert Lautner, Chairman

Jamie Zaura

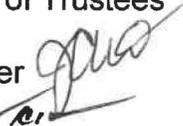
Amanda Seidel

Village Board Agenda Memo

Date: January 22, 2020

To: Village President and Board of Trustees

From: Julia Cedillo, Village Manager
Tim Contois, Chief of Police



Re: Addition to Municipal Code 118.03(h)(1)- Possession of Tobacco by Minor

PURPOSE:

Approve the Village Ordinance 118.03(h)(1) as presented with the addition for possession of tobacco by minor under the age of 21.

GENERAL BACKGROUND:

As of July 1st, 2019, Illinois law now requires people to be at least 21 years of age to purchase and or possess tobacco and or tobacco products. The current village code does not reflect possession of tobacco or tobacco products by minors under 21 years of age to be a municipal violation consistent with Illinois Law.

RECOMMENDATION:

Staff recommends approval of the attached ordinance as presented.

MOTION / ACTION REQUESTED:

This item is being placed on the January 28th, 2020 Board Meeting Agenda for discussion and action as this became state law on July 1st, 2019.

Motion: To Approve An Ordinance Amending Chapter 118 of the La Grange Park Municipal Code Regulating Tobacco, E-Cigarettes and Related Products.

DOCUMENTATION:

- Amended Municipal Ordinance 118.03 regarding regulations of tobacco as they pertain to possession by a minor.

ORDINANCE NO. 1124

ORDINANCE AMENDING CHAPTER 118
OF THE LAGRANGE PARK MUNICIPAL CODE
REGULATING TOBACCO, E-CIGARETTES and RELATED PRODUCTS

WHEREAS, the Village of LaGrange Park, Illinois (“Village”) is an Illinois municipal corporation organized and operating under the Illinois Municipal Code (65 ILCS 5/1, *et seq.*) (the “Code”); and

WHEREAS, effective July 1, 2019, Public Act 101-002 raises the legal age to 21 for the purchase or sale of tobacco products, electronic cigarettes, and alternative nicotine products; and

WHEREAS, the United States Food and Drug Administration (“FDA”) has warned about the adverse health effects brought about by the use of electronic cigarettes and other alternative nicotine products, as they have been found to contain carcinogens and toxic chemicals such as diethylene glycol, an ingredient used in antifreeze; and the FDA has further warned about the adverse health effects of electronic cigarettes, including any potential and unknown negative health effects of second-hand smoke inhalation; and

WHEREAS, the FDA has cautioned that nicotine, an addictive substance, may be delivered in greater concentrations by electronic cigarette products and that flavored nicotine products are more likely to serve as a gateway to tobacco consumption by persons under 21 years of age, and

WHEREAS, the President and Board of Trustees of the Village of LaGrange Park desire to amend the Village’s regulations regarding the sale, purchase, and possession of tobacco products, electronic cigarettes, and alternative nicotine products to promote the health of persons under the age of 21; and

WHEREAS, pursuant to the Village’s authority under the Illinois Municipal Code (65 ILCS 5/1-2-1, 5/11-1-1, 5/11-20-5 and 5/11-42), the Illinois Clean Indoor Air Act (410 ILCS 80/1, *et seq.*), the Smoke Free Illinois Act (410 ILCS 82/1, *et seq.*) and Article VII, Section 7 of the Illinois Constitution of 1970, the President and Board of Trustees find that the amendments in this Ordinance are in the best interest of the Village, its residents, property owners, business owners and the public;

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

Section 1: That section 118.03 of the Village of LaGrange Park Municipal Code is repealed in its entirety and the following is substituted therefor:

118.03 PROHIBITIONS ON SALE, DISTRIBUTION AND POSSESSION OF TOBACCO PRODUCTS

(A) *Underage tobacco sales.*

(1) No retailer may sell or distribute tobacco products to any person under 21 years of age.

(2) Each retailer shall request and examine the photographic identification of any person purchasing tobacco products, so as to verify that the purchaser is over 21 years of age. No such verification is required for any person who appears without reasonable doubt to be over the age of 30.

(B) *Sale of tobacco products other than in sealed packages.* No retailer may break or otherwise open any cigarette or smokeless tobacco package to sell or distribute individual cigarettes or a number of unpackaged cigarettes that is smaller than the minimum cigarette package size of 20 cigarettes or any quantity of cigarette tobacco or smokeless tobacco that is smaller than the smallest package distributed by the manufacturer for individual consumer use.

(C) *Distribution of tobacco product samples prohibited.* No person shall give away, barter, exchange, distribute or in any way dispense free of charge or at nominal cost any tobacco product samples, and/or any coupon redeemable for any tobacco product on any public street, alley, sidewalk, or in any public park, ground or playground, or in areas open to the public, in any publicly-owned or operated building, or at any place located within 100 feet of any building or other location used primarily as a school, child care facility, or for the education or recreation of children under 21 years of age.

(D) *Prohibited locations.* No retailer shall sell or distribute tobacco products at any place located within 100 feet of any building or other location used primarily as a school, child care facility, or for the education or recreation of children under 21 years of age. This prohibition shall not apply to those businesses engaged in the retail sale of tobacco products at a location that would otherwise be prohibited by this chapter that were in existence prior to passage of this chapter. This exemption shall apply to any new owner at the same location providing the same services.

(E) *Self-service prohibited.* It shall be unlawful to sell, offer for sale, give away, or display tobacco products for sale at any location where the consumer can acquire those products through self-service. All tobacco products will be displayed from behind a sales/service counter so that no consumer can access tobacco products without assistance by an employee of the licensee. This restriction shall not apply to customer self-service from vending machines as described in [§118.04\(D\)](#).

(F) *Restrictions on tobacco product vending machines.* No retailer shall sell or distribute tobacco products through a vending machine unless the vending machine is located in an area of factories, businesses, offices, private clubs and other places not open to the public.

(G) *Posting of warning to minors.*

(1) Every retailer of tobacco products shall place and maintain, in legible condition, at each point of sale of tobacco products, to consumers, including the front of each vending machine, a sign stating:

WARNING - IT IS A VIOLATION OF THE LAW FOR CIGARETTES OR OTHER TOBACCO PRODUCTS TO BE SOLD TO ANY PERSON UNDER THE AGE OF 21.

(2) The sign shall not be less than 8 inches by 11 inches in size, except for a sign placed on the front of a vending machine. The sign for a vending machine shall not be less than 4 inches by 4 inches in size. The text of such printed card shall be in red letters on a white background, said letters to be at least one inch high.

(H) *Minimum age to sell tobacco products.* It shall be unlawful for any retailer to permit any person under 21 years of age to sell tobacco products in any licensed establishment.

(I) **Possession of Tobacco By Minor:** It shall be unlawful for any person under the age of twenty one (21) years to possess any tobacco products or alternative nicotine products including, but not limited to, e-cigarettes, provided, that the possession by a person under the age of twenty one (21) years under the direct supervision of the parent or guardian of such person in the privacy of the parent's or guardian's home shall not be prohibited. It shall be unlawful for any person under the age of twenty-one (21) years to misrepresent his identity or age, or to use any false or altered identification for the purpose of purchasing tobacco products or alternative nicotine products including, but not limited to, e-cigarettes

(Ord. 688, passed 10-9-01), as amended by Ord.____, passed_____, 2020.

Section 2: If any section, paragraph, clause or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

Section 3: All ordinances of the Village of La Grange Park in conflict herewith are hereby repealed.

Section 4: This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

Passed by the Village President and Village Trustees this 28th day of January, 2020, on a roll call vote as follows:

YES:

NOS:

ABSENT:

Approved by the Village President on January 28th, 2020.

Dr. James L. Discipio
Village President

ATTEST:

Megan Kooi
Village Clerk

Village Board Agenda Memo

Date: January 22, 2020

To: Village President and Board of Trustees

From: Julia Cedillo, Village Manager 
Tim Contois, Chief of Police 

Re: Ordinance Amending Cannabis Regulations

PURPOSE:

To approve an ordinance amending Chapter 132.02 of the Village of La Grange Park Municipal Code regulating Possession of Cannabis, Controlled Substances and Drug Paraphernalia.

GENERAL BACKGROUND:

As of January 1st, 2020, the Cannabis Regulation and Tax Act provides for lawful personal possession of up to 30 grams of cannabis by Illinois residents at least 21 years of age, with lower limits for non-residents. It also allows a person with a valid medical marijuana prescription to grow up to five marijuana plants. Prohibitions also include using cannabis in a public place.

Currently, all non-medical cannabis possession in La Grange Park is unlawful. The proposed amendments to the La Grange Park Code mirror the state statutes with some additional clarifying language to make enforcement of the ordinances user friendly for the police. These amendments will ensure that the Village is compliant with the new law and also provide the police department with discretion to charge persons who violate provisions in the new law with local ordinance violations.

RECOMMENDATION:

Staff recommends approval of the attached ordinance as presented.

MOTION / ACTION REQUESTED:

This item is being placed on the January 28th, 2020 Board Meeting Agenda for discussion and action as this became state law on January 1, 2020.

Motion: To Approve An Ordinance Amending Chapter 132.02 of the La Grange Park Municipal Code Regulating Possession of Cannabis, Controlled Substances and Drug Paraphernalia.

DOCUMENTATION:

- Amended Municipal Ordinance 132.02 regarding regulations of Possession of Cannabis, Controlled Substances and Drug Paraphernalia

ORDINANCE NO. 1125
ORDINANCE AMENDING CHAPTER 132.02
OF THE LAGRANGE PARK MUNICIPAL CODE
REGULATING POSSESSION OF CANNABIS, CONTROLLED SUBSTANCES AND DRUG
PARAPHERNALIA

WHEREAS, the Village of LaGrange Park, Illinois (“Village”) is an Illinois Municipal corporation organized and operating under the Illinois Municipal Code (65 ILCS 5/1, *et seq.*)(the “Code”); and

WHEREAS, the Illinois General Assembly has passed, and Governor Pritzker has signed the Cannabis Regulation Tax Act, 410 ILCS 705/1 *et seq.*, hereinafter referred to as the “Cannabis Act,” approved June 25, 2019 and effective January 1, 2020; and

WHEREAS, the Cannabis Act and other related legislation has recently been amended by the General Assembly and signed into law by Governor Pritzker; and

WHEREAS, the Cannabis Act legalizes the possession of cannabis by adults, subject to certain restrictions; and

WHEREAS, the President and Board of Trustees therefore have determined that it is appropriate and in the best interests of the Village, its residents, property owners, business owners and the public to amend Chapter 132.02 of the Village Code as set forth in this ordinance;

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

Section 1: **SECTION AMENDED.** That Section 132.02 (POSSESSION OF CANNABIS) of the Village of La Grange Park Municipal Code, is hereby repealed and rescinded in its entirety and replaced with a new Section 132.02 to be entitled REGULATING POSSESSION OF CANNABIS, CONTROLLED SUBSTANCES AND DRUG PARAPHERNALIA, which shall read as follows:

132.02 REGULATING POSSESSION OF CANNABIS, CONTROLLED SUBSTANCES AND DRUG PARAPHERNALIA

Definitions.

The following words, terms and phrases when used in this ordinance shall have the meaning described to them in this section except when the context clearly indicates a different meaning:

Cannabis: the term “cannabis” shall have the same meaning ascribed to it in Section 3 of the Cannabis Control Act, 720 ILCS 550/3 (as may be amended), and that definition is incorporated in this Ordinance as if fully set forth herein.

Controlled substances: means any drug or substance recited in the Illinois Controlled Substances Act, 720 ILCS 570/100 et seq.

Paraphernalia: the term “drug paraphernalia” shall have the same meaning ascribed to it in Section (d) of the Drug Paraphernalia Control Act 720 ILCS 600/1 et seq. (as amended) and that definition is incorporated in this Ordinance as if fully set forth herein.

Public Place: shall have the same meaning ascribed to it in section (9) of the Cannabis Act under 410 ILCS 705/10-35 (as amended) and that definition is incorporated in this Ordinance as if fully set forth herein.

(A) Unlawful Possession of Cannabis: a person commits the offense of unlawful possession of cannabis by possessing any amount of cannabis or and substance containing cannabis:

- i.) if the person is under 21 years of age; or
- ii.) if the person possesses any amount of cannabis or any substance containing cannabis beyond the cumulative limits set forth for Illinois residents and non-residents under 410 ILCS 705/10-10; or
- iii.) if the person has a valid medical cannabis prescription but possesses more than 5 cannabis plants; or
- iv.) if the person possesses any cannabis plants without a valid medical prescription or valid State cannabis business license; or
- v.) if the person possesses any amount of cannabis or any substance containing cannabis in a “public place”; or
- vi.) if the person possesses any amount of cannabis or any substance containing cannabis in a motor vehicle on or about the public way, unless the cannabis is reasonably secured, sealed, and inaccessible in the vehicle; or
- vii.) if the person possesses any amount of cannabis or any substance containing cannabis in a motor vehicle on property that the person does not own or lease, unless the cannabis is reasonably secured, sealed, and inaccessible in the vehicle; or
- viii.) if the person is in violation of any other limitations set forth under 410 ILCS 705/10-35 unless permitted or authorized to do so pursuant to the Cannabis Control Act (720 ILCS 550/1 et seq.), the Cannabis Regulation

and Tax Act (410 ILCS 705/1 et seq.) or the Compassionate Use of Medical Cannabis Program (410 ILCS 130/1 et seq.), as amended.

(B) **Unlawful Use of Cannabis:** a person commits the offense of unlawful use of cannabis by using cannabis or any substance containing cannabis:

i.) in a “public place”, or;

ii.) in any motor vehicle on or about any public way, or;

ix.) in violation of any limitation set forth under 410 ILCS 705/10-35 unless permitted or authorized to do so pursuant to the Cannabis Control Act (720 ILCS 550/1 et seq.), the Cannabis Regulation and Tax Act (410 ILCS 705/1 et seq.) or the Compassionate Use of Medical Cannabis Program (410 ILCS 130/1 et seq.), as amended.

(C) **Unlawful Possession of Drug Paraphernalia:** A person commits the offense of unlawful possession of drug paraphernalia by knowingly possessing drug paraphernalia with the intent to use it by ingesting, inhaling, or otherwise introducing cannabis or a controlled substance into the human body or preparing for cannabis or a controlled substance for that use, unless permitted or authorized to do so pursuant to the Cannabis Control Act (720 ILCS 550/1 et seq.), the Cannabis Regulation and Tax Act (410 ILCS 705/1 et seq.) or the Compassionate Use of Medical Cannabis Program (410 ILCS 130/1 et seq.), all as may be amended from time to time.

(D) The prohibitions contained in this section do not apply to licensed medical technicians, nurses, physicians, hospitals, research teaching institutions, clinical laboratories, license medical doctors, osteopathic physicians, dentists, veterinarians, pharmacists, or embalmers in their normal course of their respective businesses or professions; or the common carriers or the employees engaged in the lawful transportation of the foregoing; or the public officers or employees engaged in the performance of their official duties; or the persons suffering from a medical condition and who have a prescription to use cannabis or controlled substances and or a device primarily adapted or designed for the administration of those drugs.

(E) **Penalty.** Any person convicted of any violation of this section is punishable by a minimum fine of \$100 and a maximum fine of \$200 for each offense.

Section 2. If a court of competent jurisdiction sets aside any portion of this Ordinance as unconstitutional or unlawful, it shall not affect the validity of the remainder of the Ordinance.

Section 3. All Ordinances or parts of Ordinances in conflict with these provisions are repealed.

Section 4. This Ordinance shall become effective from and after its passage, approval, and publication in the manner prescribed by law.

Passed by the Village President and Village Trustees this 28th day of January, 2020, on a roll call vote as follows:

YES:

NOS:

ABSENT:

Approved by the Village President on January 28th, 2020.

Dr. James L. Discipio
Village President

ATTEST:

Megan Kooi
Village Clerk

Village President Divider

VILLAGE BOARD AGENDA MEMO

Date: January 23, 2020

To: Village President and Board of Trustees

From: President James L. Discipio

Re: Resolution to Celebrate The 100th Anniversary of The League of Women Voters

GENERAL BACKGROUND

This year marks the 100th anniversary of the League of Women Voters. The League of Women Voters was created in anticipation of the ratification of the 19th Amendment giving women the right to vote in the United States. The League is a nonpartisan political organization encouraging education on vital issues of concern to both members and the general public.

MOTION / ACTION REQUESTED

This item is for discussion and action.

Motion: To Approve A Resolution To Celebrate The 100th Anniversary of The League of Women Voters.

DOCUMENTATION

- Resolution Celebrating the 100th Anniversary of the League of Women Voters

RESOLUTION NO. 20-02

**Resolution to Celebrate The 100th Anniversary of The
League of Women Voters**

WHEREAS, on February 14, 1920, the League of Women Voters ("League") was formed at the Congress Hotel in Chicago, Illinois; and

WHEREAS, the League was formed six months prior to, but in anticipation of, ratification of the 19th Amendment giving women the right to vote in the United States; and

WHEREAS, the League was a political experiment designed to help 20 million women carry out their new responsibilities as voters by educating them about issues; and

WHEREAS, from the beginning the League determined that it would be nonpartisan, neither supporting nor opposing any political party or individual candidate; and

WHEREAS, the League continues today as a nonpartisan political organization that encourages informed and active participation in government, works to increase understanding of major public policy issues, and influences public policy through education and advocacy; and

WHEREAS, today the League is composed of members in over 700 local, county, and state leagues in all 50 states plus the District of Columbia, the Virgin Islands, and Hong Kong; and

WHEREAS, the state of Illinois League is composed of over 40 local Leagues with almost 4,000 members and of those local Leagues is the League of Women Voters of the La Grange Area, which includes the Village of La Grange Park; and

WHEREAS, members of the League first study and then take action on a broad range of issues after reaching consensus on positions and Leagues at all levels, among other activities, register voters, educate voters by holding candidate forums and publishing voter guides, publish public policy research, and hold meetings on key issues; and

WHEREAS, the League will celebrate its 100th anniversary on February 14, 2020;

NOW THEREFORE BE IT RESOLVED, by the President and Board of Trustees of the Village of La Grange Park, Cook County, Illinois that the Village of La Grange Park declares February 14, 2020, as a date to celebrate the League of Women Voters and its vision of a democracy where every person has the desire, the right, the knowledge, and the confidence to participate.

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois, this 28th day of January, 2020.

YES:
NO:
ABSENT:

Dr. James L. Discipio, Village President

ATTEST:

Meghan Kooi, Village Clerk



Village Board Agenda Memo

Date: January 23, 2020
To: Board of Trustees
From: James Discipio, Village President
RE: **Sustainability Commission Appointment Of New Chair**

Sustainability Commission

The Sustainability Commission was established by ordinance in 2009 and was formerly called the Cool Village Commission. The Commission makes recommendations on sustainable practices that lead to a reduction of the Village's carbon footprint while promoting water conservation and the improvement of air, climate and water quality.

The Sustainability Commission is made up of seven dedicated members of our community. Commissioner Krista Grimm has served on the Sustainability Commission since its inception in 2009 and as Chairperson since 2011 interrupted only during the time she was appointed to serve out an open term on the Village Board. Chairman Grimm has requested to step down from her position as Chair. However, she will continue to lend her knowledge and time by serving on the Sustainability Commission as a member.

Commissioner Donna Twickler is a natural successor to Krista as Chair. Donna has served on the Commission since 2011 and has offered to take over the duties as Chairperson. This decision is supported by the other members of the Commission as well. Commissioner Twickler is currently serving a term which expires in May of 2022. Upon consideration of this information, it is recommended that Donna Twickler be appointed to serve as Chairperson to the La Grange Park Sustainability Commission for the remainder of her term.

ACTION/MOTION

Motion To Appoint Sustainability Commissioner Donna Twickler as the New Chair of the La Grange Park Sustainability Commission.

Items of Interest Divider

VILLAGE OF LA GRANGE PARK

La Grange Park Village Hall, 447 N. Catherine Ave., La Grange Park, Illinois

Annual Schedule of Regular Meeting Dates for 2020

January 14, 2020	Work Session Meeting	7:30 p.m.	Village Hall
January 28, 2020	Village Board Meeting	7:30 p.m.	Village Hall
February 11, 2020	Work Session Meeting	7:30 p.m.	Village Hall
February 25, 2020	Village Board Meeting	7:30 p.m.	Village Hall
March 10, 2020	Work Session Meeting	7:30 p.m.	Village Hall
March 24, 2020	Village Board Meeting	7:30 p.m.	Village Hall
April 14, 2020	Work Session Meeting	7:15 p.m.	Village Hall
April 28, 2020	Village Board Meeting	7:30 p.m.	Village Hall
May 12, 2020	Work Session Meeting	7:30 p.m.	Village Hall
May 26, 2020	Village Board Meeting	7:30 p.m.	Village Hall
June 9, 2020	Work Session Meeting	7:30 p.m.	Village Hall
June 23, 2020	Village Board Meeting	7:30 p.m.	Village Hall
July 14, 2020	Work Session Meeting	7:30 p.m.	Village Hall
July 28, 2020	Village Board Meeting	7:30 p.m.	Village Hall
August 11, 2020	Work Session Meeting	7:30 p.m.	Village Hall
August 25, 2020	Village Board Meeting	7:30 p.m.	Village Hall
September 8, 2020	Work Session Meeting	7:30 p.m.	Village Hall
September 22, 2020	Village Board Meeting	7:30 p.m.	Village Hall
October 13, 2020	Work Session Meeting	7:30 p.m.	Village Hall
October 27, 2020	Village Board Meeting	7:30 p.m.	Village Hall
November 10, 2020	Work Session Meeting	7:30 p.m.	Village Hall
November 24, 2020	Village Board Meeting	7:30 p.m.	Village Hall
December 8, 2020	Village Board Meeting	7:30 p.m.	Village Hall