



FLOSSMOOR

Welcoming. Beautiful. Connected.

Village of Flossmoor
2800 Flossmoor Road
Flossmoor, Illinois 60422
Phone: 708.798.2300
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www.flossmoor.org

Mayor
Michelle I. Nelson

Trustees
Joni Bradley-Scott
Gary Daggett
Brian Driscoll
Rosalind Henderson Mustafa
George Lofton
James Mitros

Village Clerk
Gina A. LoGalbo

Village Manager
Bridget A. Wachtel

AGENDA
FOR THE REGULAR MEETING OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF FLOSSMOOR, ILLINOIS
MONDAY, DECEMBER 19, 2022 – 7:30 PM
VILLAGE HALL

The December 19, 2022 meeting of the Mayor & Board of Trustees is in-person and via Zoom, which is permitted by Public Act 101-0640. The public is invited to monitor the meeting using the link below or to attend the meeting. Per CDC Guidelines, masks are no longer required. Please feel free to wear a mask based on your personal preference, informed by your personal level of risk. Public participation will be permitted only in person during the Citizen Comment portion of the agenda. Members of the public may also comment on items on the agenda by email to info@flossmoor.org. Emailed comments will be shared with the Village Board.

Join Zoom Meeting

<https://us02web.zoom.us/j/84895878723?pwd=bGF2VnUxbndSTTlua3I5dXQrcllxZz09>

ID: 848 9587 8723 Passcode: 60422 Or join by phone (312) 626-6799

CALL TO ORDER

ROLL CALL

RECOGNITIONS AND APPOINTMENTS

1. Resolution Honoring Juanita Mitchell
2. Resolution Honoring Chief Tod Kamleiter
3. Consideration of an Appointment to the Community Relations Commission
4. Consideration of an Appointment of a Vice Chair to the Community Relations Commission

CONSENT AGENDA

5. Approval of the Minutes of the Regular Meeting Held on December 5, 2022
6. Presentation of Bills for Approval and Payment as Approved by the Finance Committee (December 19, 2022)
7. Consideration of a Resolution Approving a Proposal to the Village of Flossmoor, Cook County, Illinois from Brycer LLC

REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

8. Recommendation to Accept a Donation to the Public Art Sculpture Program (Structure #9)

ACTION ITEMS

9. Consideration of the Advancement of a Class 8 Tax Abatement Renewal Request

10. Discussion of a Class 8 Tax Abatement Extension for Ingall's Flossmoor Family Care Center
11. Consideration of a Resolution of the Village of Flossmoor, Illinois in Support of Class 8 Renewal Incentive (19550 Governors Highway- Ingalls Family Care Center)

DISCUSSION ITEMS

12. Presentation on Bail Reform and the Third SAFE-T Act Trailer Bill

CITIZENS PRESENT WISHING TO ADDRESS THE BOARD

OTHER BUSINESS

13. A Motion to go into Executive Session to Discuss the Employment of Specific Individuals, Property Acquisition, and Litigation

ADJOURNMENT OF MEETING

FOR PERSONS WITH DISABILITIES: If you plan on attending a Village Board meeting and need an accommodation, please call the Village Hall at 708-798-2300 or TDD 708-647-0179 at least one full business day prior to the meeting.

Resolution Honoring Juanita Mitchell

WHEREAS, JUANITA REQUESTA CARRERE MITCHELL has become one of the world's newest supercentenarians, she was born on December 15, 1911 in Nestor, Louisiana to Acklin and Bonita Carrere; and,

WHEREAS, JUANITA REQUESTA CARRERE MITCHELL, along with her mother and sister, moved to Chicago in 1919 in the midst of the Chicago race riots; and,

WHEREAS, JUANITA REQUESTA CARRERE MITCHELL graduated from Hyde Park High School and attended Business School and Washburn Trade School where she developed a skill set for tailoring and as a seamstress; and,

WHEREAS, JUANITA REQUESTA CARRERE MITCHELL married Morant Mitchell in 1934. Their union lasted fifty-four years. Together they raised two children, John and Mary, in Chicago's Chatham community for thirty-nine years and as a devoted and dedicated wife and mother, belonged to the neighborhood block club, was a voter registrar, participated in school and civic events, and is a life member of the Eastern Stars; and,

WHEREAS, JUANITA REQUESTA CARRERE MITCHELL, at the young age of 85, moved to the Village of Flossmoor and became involved with the Ballantrae Community Association and the Beautification Committee and continues to be a member of the Ballantrae Belles; and,

WHEREAS, JUANITA REQUESTA CARRERE MITCHELL has earned the respect and admiration of people from all walks of life as she has been a powerful influence in her family and neighborhood community; and,

WHEREAS, because of her exceptional abilities and impact for good in the community, the Village of Flossmoor had the honor of recognizing the occasion of her 95th, 100th, 105th, 109th and 110th birthdays; and,

WHEREAS, the longevity of life is a blessing to an individual and to a community by providing an opportunity for the sharing of knowledge, experience, wisdom, and community spirit; and,

NOW, THEREFORE, the Mayor and Board of the Village of Flossmoor deem it an honor and pleasure to extend to **JUANITA REQUESTA CARRERE MITCHELL** sincere congratulations and best wishes on her 111th birthday.

BE IT FURTHER RESOLVED that the Village of Flossmoor is fortunate and most proud to have **JUANITA REQUESTA CARRERE MITCHELL** as a resident of our community.

APPROVED:

Michelle I. Nelson, Mayor

ATTEST:

Gina A. LoGalbo, Village Clerk

Resolution Honoring Chief Tod Kamleiter

WHEREAS, Tod Kamleiter was appointed to the Flossmoor Police Department on December 28, 1996 as a Police Officer; and became a Licensed Emergency Medical Technician Paramedic in the State of Illinois; and,

WHEREAS, he was appointed to the rank of sergeant in 2009; after a 5-year assignment in the Investigations Division, appointed to Deputy Chief of Police in 2013, and Chief of Police in 2019; and,

WHEREAS, he earned a Bachelor of Science Degree in Police Administration from Calumet College of St. Joseph and a Master of Science Degree in Public Administration from Governors State University, and is a graduate of the Northwestern University Center for Public Safety School of Police Staff and Command; and,

WHEREAS, he served on the Executive Boards for E-Com, the South Suburban Emergency Response Team, IRMA Chiefs, and The South Suburban Association of Chiefs of Police; and,

WHEREAS, he was a leader, mentor and friend to many and, has displayed compassion and a genuine desire to assist the public that exemplifies "Community Policing and Partnership"; and,

WHEREAS, he has provided the Village of Flossmoor with 26 years of professional, dedicated law enforcement service and is now retiring; and,

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Flossmoor that on behalf of the Village administration and all the residents of this community, we do hereby express to Tod Kamleiter our sincere appreciation for the contribution he has made to the community through the services that he has rendered; and,

BE IT FURTHER RESOLVED that we do hereby extend to he and his family best wishes for success, health, and happiness in the future.

APPROVED:

Michelle I. Nelson, Mayor

ATTEST:

Gina A. LoGalbo, Village Clerk

TO: Mayor Nelson and Board of Trustees
FROM: Bridget Wachtel, Village Manager
DATE: December 19, 2022
SUBJECT: Consideration of an Appointment to the Community Relations Commission



With the Board's consent, Mayor Nelson will be making an appointment to the Community Relations Commission at the Village Board meeting on Monday, December 19, 2022.

If you have any questions or concerns regarding this appointment, please contact Mayor Nelson before Monday evening.

TO: Mayor Nelson and Board of Trustees
FROM: Bridget Wachtel, Village Manager
DATE: December 19, 2022
**SUBJECT: Consideration of an Appointment of a Vice Chair to the
Community Relations Commission**



With the Board's consent, Mayor Nelson will be making an appointment of a current Community Relations Commission member to the position of Vice Chair of the commission at the Village Board meeting on Monday, December 19, 2022.

If you have any questions or concerns regarding this appointment, please contact Mayor Nelson before Monday evening.



Approval of the Minutes of the Regular Meeting Held on December 5, 2022

The Minutes will be made available to the Public on the Village website, www.flossmoor.org following their adoption at a scheduled meeting.

**VILLAGE OF FLOSSMOOR
12/19/2022
CLAIMS LIST SUMMARY**

HAND CHECKS	\$5,368.00
INVOICES	<u>\$337,911.53</u>
TOTAL	<u><u>\$343,279.53</u></u>

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 12/20/22

Vendor Name Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
AIR ONE EQUIPMENT INC 187479	11/28/22	\$75.00		SQUAD 19 REPAIR	01-49-6-674	EQUIP MAINTENANCE & SUPPLIES	\$75.00
						VENDOR TOTAL:	\$75.00
AIRGAS USA, LLC 9132122141	11/15/22	\$607.25		WELDING GAS CYLINDERS/SAFETY GLASSES/WELDING SUPPLIES	01-60-3-618	SAFETY EQUIPMENT & SUPPLIES	\$29.31
						MAINTENANCE AND SUPPLIES	\$192.65
						MAINTENANCE AND SUPPLIES	\$192.65
						MAINTENANCE AND SUPPLIES	\$192.64
				WELDING GAS CYLINDER RENTAL	01-60-6-671	MAINTENANCE AND SUPPLIES	\$133.79
						MAINTENANCE AND SUPPLIES	\$133.79
						MAINTENANCE AND SUPPLIES	\$133.78
						MAINTENANCE AND SUPPLIES	\$35.80
				WELDING TIPS	01-60-6-671	MAINTENANCE AND SUPPLIES	\$35.80
						MAINTENANCE AND SUPPLIES	\$35.80
ALLSCAPE INCORPORATED 220476	10/26/22	\$5,975.00		2022 CONTRACT LANDSCAPE SERVICES	01-60-6-678	LANDSCAPE MAINTENANCE	\$5,975.00
						VENDOR TOTAL:	\$5,975.00
ANDRES MEDICAL BILLING, LTD 256706	11/30/22	\$1,274.75		AMBULANCE COLLECTIONS NOVEMBER 2022	01-49-4-656	AMBULANCE COLLECTION SERVICES	\$1,274.75
						VENDOR TOTAL:	\$1,274.75

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Detail Board Report
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BAXTER & WOODMAN, INC.	0240482	11/21/22	\$875.00		FY22 FEMA HMGP GRANT ASSISTANCE	01-55-4-630	PROFESSIONAL SERVICES	\$875.00
	0240492	11/21/22	\$1,666.25		CBD TIF LEGAL	01-55-4-630	PROFESSIONAL SERVICES	\$1,666.25
	0240488	11/21/22	\$2,210.00		MWRD GRANT APPLICATIONS	01-55-4-630	PROFESSIONAL SERVICES	\$2,210.00
	0240469	11/21/22	\$105.00		FLOSSMOOR RD DETENTION ASSESSMENT	03-01-7-701	FLOSSMOOR RD VIADUCT ENGINEER	\$105.00
	0240449	11/21/22	\$1,243.18		CBD RD & PED PH 1	01-55-7-762	CBD STREETSCAPE IMPROVEMENTS	\$1,243.18
	0240465	11/21/22	\$9,854.38		PH IV SANITARY SEWER REHAB-CONSTRUCTION SERVICES	09-53-7-703	CONSTRUCTION ENGINEERING	\$9,854.38
	0240477	11/21/22	\$12,433.20		ACOE STORMWATER-FIELD OBSERVATION	17-01-4-734	BERRY LANE DRAINAGE CONS OBSER	\$12,433.20
						VENDOR TOTAL:		\$28,387.01
BIO-TRON, INC	41502	09/16/22	\$192.75		ELECTRODES	01-49-3-622	EMS EQUIPMENT & SUPPLIES	\$192.75
						VENDOR TOTAL:		\$192.75
JONATHAN BOGUE	11282022	11/28/22	\$15.99		REIMBURSEMENT FOR PRIVATE REGISTRATION FOR DOMAIN NAME FLOSSMOOR.ORG	01-42-4-645	WEBSITE APPLICATIONS	\$15.99
						VENDOR TOTAL:		\$15.99
BROCK CONSTRUCTION	5688	09/16/22	\$24,765.00	2023-0001	FD UPSTAIRS FLOORING	16-01-7-767	VINYL PLANK FLOORING AND INSTAL	\$20,445.00
						16-01-7-767	FD CARPET TILES	\$4,320.00
						VENDOR TOTAL:		\$24,765.00
C.O.P.S. TESTING SERVICE INC.	107663	11/10/22	\$975.00		LAW ENFORCEMENT WRITTEN ENTRANCE EXAM	01-48-4-630	PROFESSIONAL SERVICES	\$975.00
						VENDOR TOTAL:		\$975.00

Village of Flossmoor
Detail Board Report
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Vendor Name	Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
CDW GOVERNMENT, INC.	FD03863	11/16/22	\$65.50		VMWARE FUSION 7PRO 3YEAR MAINT 12/23/22-12/22/23	01-49-6-673	COMPUTER NETWORK MAINTENANCE	\$65.50
							VENDOR TOTAL:	\$65.50
CHEMSEARCH	8019372	11/16/22	\$628.59		VEHICLE MAINTENANCE FLUIDS		MAINTENANCE AND SUPPLIES	\$209.53
							MAINTENANCE AND SUPPLIES	\$209.53
							MAINTENANCE AND SUPPLIES	\$209.53
							VENDOR TOTAL:	\$628.59
CHICAGO COMMUNICATIONS, LLC.	340162	11/18/22	\$305.00		RADIO MAINTENANCE-SPEAKER REPAIR	01-50-6-676	RADIO SYSTEM MAINTENANCE	\$305.00
							VENDOR TOTAL:	\$305.00
CHICAGO SOUTHLAND CHAMBER OF	1685	12/01/22	\$700.00		BUSINESS BUILDERS ANNUAL MEMBERSHIP	01-41-5-660	DUES AND SUBSCRIPTIONS	\$700.00
							VENDOR TOTAL:	\$700.00
CLARK BAIRD SMITH LLP	11202022	10/20/22	\$787.50		LEGAL	01-44-4-644	OTHER LEGAL SERVICES	\$787.50
							VENDOR TOTAL:	\$787.50

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Detail Board Report
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Vendor Name	Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
COMED								
	2154154035	112220	10/20/22		\$1,044.91		MFT STREET LIGHT POWER 10/19/22-11/17/22	
						02-01-4-630	ELECTRIC, POWER, AND LIGHT	\$1,044.91
	0811073024	112220	10/20/22		\$554.63		COMMONS/MEINHEIT POWER 10/24/22-11/22/22	
						08-11-4-631	ELECTRIC, POWER, AND LIGHT	\$554.63
	0765165035	112220	10/20/22		\$76.75		SYLVAN LIFT STATION POWER 10/24/22-11/22/22	
						08-21-4-631	ELECTRIC, POWER, & LIGHT	\$76.75
	0825150052	112220	11/22/22		\$58.93		COMMONS LIFT STATION POWER 10/24/22-11/22/22	
						08-21-4-631	ELECTRIC, POWER, & LIGHT	\$58.93
	0275053104	112220	11/22/22		\$233.03		DARTMOUTH LIFT STATION POWER 10/24/22-11/22/22	
						08-21-4-631	ELECTRIC, POWER, & LIGHT	\$233.03
	0157098050	112220	11/22/22		\$77.35		HOMEWOOD METER VAULT POWER 10/24/22-11/22/22	
						08-11-4-631	ELECTRIC, POWER, AND LIGHT	\$77.35
	0725105073	112922	11/29/22		\$34.14		CBD STREET LIGHTS POWER 10/19/22-11/17/22	
						40-33-4-634	MISCELLANEOUS SERVICES	\$34.14
							VENDOR TOTAL:	\$2,079.74
CONSTELLATION NEWENERGY, INC.								
	63951101501	11/23/22			\$441.13		STERLING PUMP STATION 10/24/22-11/22/22	
						08-11-4-631	ELECTRIC, POWER, AND LIGHT	\$441.13
	63951073401	11/23/22			\$120.66		KEDZIE PUMP STATION 10/24/22-11/22/22	
						08-11-4-631	ELECTRIC, POWER, AND LIGHT	\$120.66
	63951112301	11/23/22			\$855.81		BUTTERFIELD LIFT STATION POWER 10/24/22-11/22/22	
						08-21-4-631	ELECTRIC, POWER, & LIGHT	\$855.81
	63951082801	11/23/22			\$795.70		VOLLMER RESERVOIR POWER 10/24/22-11/22/22	
						08-11-4-631	ELECTRIC, POWER, AND LIGHT	\$795.70
							VENDOR TOTAL:	\$2,213.30
CROSSMARK PRINTING, INC.								
	89011	11/22/22			\$2,530.68		FLOSSMOOR NEWS WINTER 2022	
						01-41-4-653	MARKETING PROGRAMS	\$2,530.68
							VENDOR TOTAL:	\$2,530.68

Village of Flossmoor
Detail Board Report
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Vendor Name Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
EAGLE UNIFORM CO INC							
INV11484	11/21/22	\$60.00		UNIFORM - LOUGHLIN	01-49-3-612	UNIFORMS & RELATED SUPPLIES	\$60.00
INV11531	11/22/22	\$400.50		UNIFORM - RIORDAN	01-49-3-612	UNIFORMS & RELATED SUPPLIES	\$400.50
INV11612	11/28/22	\$122.50		UNIFORM TAYLOR	01-48-3-612	UNIFORMS & RELATED SUPPLIES	\$122.50
INV11685	11/30/22	\$62.00		UNIFORM-DEEGAN SWEATER	01-48-3-612	UNIFORMS & RELATED SUPPLIES	\$62.00
INV11672	11/30/22	\$209.50		UNIFORM KIMES	01-48-3-612	UNIFORMS & RELATED SUPPLIES	\$209.50
INV11671	11/30/22	\$134.00		UNIFORM-LEVY	01-48-3-612	UNIFORMS & RELATED SUPPLIES	\$134.00
INV11689	11/30/22	\$432.50		UNIFORM-WEAVER	01-48-3-612	UNIFORMS & RELATED SUPPLIES	\$432.50
VENDOR TOTAL:							\$1,421.00
ELECTRICAL SYSTEMS INC							
10793	10/31/22	\$73,500.00		DPWSC GENERATOR INSTALLATION	16-01-7-755	CAPITAL EQUIPMENT-PUBLIC WORKS	\$73,500.00
VENDOR TOTAL:							\$73,500.00
EMERGENCY MEDICAL PRODUCTS INC							
2504667	11/21/22	\$60.50		EMS SUPPLIES	01-49-3-622	EMS EQUIPMENT & SUPPLIES	\$60.50
VENDOR TOTAL:							\$60.50
EXPERT CHEMICAL & SUPPLY INC							
955508	11/28/22	\$769.84		PAPER PRODUCTS RESTOCK	01-67-3-616	CLEANING SUPPLIES	\$769.84
VENDOR TOTAL:							\$769.84
FITZSIMMONS							
5325813	11/16/22	\$15.00		H TANK	01-49-6-675	EMS EQUIPMENT MAINTENANCE	\$15.00
5329495	11/18/22	\$20.00		HTANK GAS CONTENTS	01-49-3-622	EMS EQUIPMENT & SUPPLIES	\$20.00
VENDOR TOTAL:							\$35.00

Village of Flossmoor
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Vendor Name		Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
GALLAGHER MATERIALS CORP.		26580	11/05/22	\$222.87		ASPHALT MIX			
							01-68-3-619	PROGRAM COMMODITIES	\$55.72
							08-12-3-619	PROGRAM COMMODITIES	\$55.72
							08-24-3-612	ASPHALT MIX	\$55.72
							02-01-3-606	ASPHALT MIX	\$55.71
		26664	11/12/22	\$549.93		ASPHALT MIX			
							01-68-3-619	PROGRAM COMMODITIES	\$137.48
							08-14-3-612	ASPHALT MIX	\$137.48
							08-24-3-612	ASPHALT MIX	\$137.48
							02-01-3-606	ASPHALT MIX	\$137.49
							VENDOR TOTAL:		\$772.80
GASVODA & ASSOCIATES INC		INV22SVC0785	11/29/22	\$2,642.83		STERLING PUMP STATION PUMP REPAIR			
							08-11-6-677	WATER FACILITY MAINTENANCE	\$2,642.83
							VENDOR TOTAL:		\$2,642.83
GRANICUS		158993	12/01/22	\$414.75		IQM2-AGENDA & MINUTES 12/1/22-12/31/22			
							01-41-4-645	PAPERLESS AGENDA SOFTWARE SERV	\$414.75
							VENDOR TOTAL:		\$414.75
HELSEL-JEPPERSON ELECTRICAL		908769	11/16/22	\$197.43		DPWSC SHOP TOOLS			
							01-60-3-615	SMALL TOOLS & EQUIPMENT	\$197.43
							VENDOR TOTAL:		\$197.43
HISKES, DILLNER, O'DONNELL,		16929	11/02/22	\$33.00		ACQUISITION/NO CASH BID-1835 DIXIE HWY			
							01-44-4-644	OTHER LEGAL SERVICES	\$33.00
							VENDOR TOTAL:		\$33.00

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HOLLAND PRINTING INC									
72608		11/22/22		\$404.96		UB - REPLY ENVELOPE	08-10-4-635	PRINTING	\$303.72
							08-20-4-635	PRINTING	\$101.24
72609		11/22/22		\$330.76		UB ENVELOPES - RETURN W/PERMIT	08-10-4-635	PRINTING	\$248.07
							08-20-4-635	PRINTING	\$82.69
								VENDOR TOTAL:	\$735.72
HOME CLEANING CENTERS -AMERICA									
10456		12/01/22		\$3,184.00		DECEMBER 2022 CLEANING SERVICES	01-67-4-630	CLEANING SERVICE	\$3,184.00
								VENDOR TOTAL:	\$3,184.00
HOMEWOOD DISPOSAL SERVICE INC									
8051463		11/21/22		\$11,375.00		STREET SWEEPING CUST #10-843267 10/26/22-11/18/22	07-01-4-632	STREET SWEEPING	\$11,375.00
								VENDOR TOTAL:	\$11,375.00
HOMEWOOD-FLOSSMOOR CHRONICLE									
20220348		12/01/22		\$160.00		CHRONICLE ADS	01-41-4-653	MARKETING PROGRAMS	\$160.00
								VENDOR TOTAL:	\$160.00
ILLINOIS STATE TOLL HIGHWAY									
VN5304508023		11/16/22		\$38.15		DPW IPASS	01-60-6-671	MAINTENANCE AND SUPPLIES	\$12.71
							08-11-6-671	MAINTENANCE AND SUPPLIES	\$12.72
							08-21-6-671	MAINTENANCE AND SUPPLIES	\$12.72
								VENDOR TOTAL:	\$38.15
INVOICE CLOUD									
1891202210		10/31/22		\$216.35		UB PAYMENT PORTAL	08-10-4-654	CUSTOMER PAYMENT PORTAL	\$162.26
							08-20-4-654	CUSTOMER PAYMENT PORTAL	\$54.09
								VENDOR TOTAL:	\$216.35

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ISAWWA	200075632	09/28/22	\$84.00		JONES WATER LOSS AUDIT TRAINING	08-11-5-661	TRAINING	\$84.00
							VENDOR TOTAL:	\$84.00
J.M.D. SOX OUTLET	20220180	10/12/22	\$277.83		KAWALEC UNIFORM/BOOTS	01-60-3-618	SAFETY EQUIPMENT & SUPPLIES	\$56.65
							SAFETY EQUIPMENT & SUPPLIES	\$56.65
							SAFETY EQUIPMENT & SUPPLIES	\$56.65
							UNIFORMS & RELATED SUPPLIES	\$107.88
							VENDOR TOTAL:	\$494.79
LANDS' END INC.	SIN10750168	11/23/22	\$46.90		UNIFORMS	01-43-3-612	UNIFORMS	\$46.90
							VENDOR TOTAL:	\$8.95
M.E. SIMPSON COMPANY, INC.	39597	11/22/22	\$55.00		METER TEST 1634 BERWICK	08-11-6-673	LARGE METER TESTING AND REPAIR	\$55.00
							VENDOR TOTAL:	\$55.00

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MACQUARIE EQUIPMENT CAPITAL INC.									
59316		12/07/22	\$1,874.00			TELEPHONE LEASE AGRMT # 1906979001-11/29/22-12/28/22			
							01-42-4-637	TELEPHONE	\$211.76
							01-43-4-637	TELEPHONE	\$140.55
							01-48-4-637	TELEPHONE	\$648.40
							01-50-4-637	TELEPHONE	\$140.55
							01-49-4-637	TELEPHONE	\$352.31
							01-53-4-637	TELEPHONE	\$112.44
							01-55-4-637	TELEPHONE	\$267.99
							VENDOR TOTAL:		\$1,874.00
MASIMO AMERICAS, INC.									
3031004		11/08/22	\$411.00			EMS SUPPLIES-SENSORS			
							01-49-3-622	EMS EQUIPMENT & SUPPLIES	\$411.00
3031812		11/09/22	\$9.00			FREIGHT-INVOICE #3031004			
							01-49-3-622	EMS EQUIPMENT & SUPPLIES	\$9.00
							VENDOR TOTAL:		\$420.00
MATRIX COATING SOLUTIONS INC									
21484		10/18/22	\$61,685.82			FD BAY FLOOR EPOXY COATING			
							16-01-7-767	BUILDING MAINTENANCE	\$61,685.82
							VENDOR TOTAL:		\$61,685.82
MATTHEW O'SHEA CONSULTING INC.									
43		12/01/22	\$3,000.00			LOBBYING SERVICES NOVEMBER 2022			
							01-41-4-632	LOBBYING SERVICES	\$3,000.00
							VENDOR TOTAL:		\$3,000.00
MENARDS									
75701		11/22/22	\$65.63			HANGERS/STRAPS/PVC PIPE			
							40-32-6-677	MAINTENANCE AND REPAIRS	\$65.63
							VENDOR TOTAL:		\$65.63
MENARD'S-HOMEWOOD									
45264		11/23/22	\$30.08			PVC CAPS/TARP/GREEN CORD			
							08-21-3-605	OPERATING SUPPLIES	\$30.08
							VENDOR TOTAL:		\$30.08

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 12/20/22

Vendor Name		Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
MONARCH AUTO SUPPLY INC									
6981569019		08/22/22	\$83.77			A119 ALARM BATTERY/SERPENTINE BELTS			
							01-49-6-671	VEHICLE MAINTENANCE	\$14.98
							01-60-6-671	MAINTENANCE AND SUPPLIES	\$22.93
							08-11-6-671	MAINTENANCE AND SUPPLIES	\$22.93
							08-21-6-671	MAINTENANCE AND SUPPLIES	\$22.93
6981571555		09/20/22	\$237.69			SQUAD 519 AIR FILTER			
							01-48-6-671	VEHICLE MAINTENANCE & SUPPLIES	\$237.69
VENDOR TOTAL:									\$321.46
MUNICIPAL COLLECTION SERVICES									
022789		10/31/22	\$40.95			OCTOBER 2022 COLLECTIONS			
							01-48-4-656	TICKET COLLECTION SERVICES	\$40.95
VENDOR TOTAL:									\$40.95
NATIONAL MINORITY UPDATE PMB									
10032026		11/16/22	\$195.00			ONLINE POLICE ADVERTISING			
							01-48-4-638	ADVERTISING	\$195.00
VENDOR TOTAL:									\$195.00
NATIONAL PUBLIC EMPLOYER LABOR									
2019		12/02/22	\$230.00			BOOTH ANNUAL MEMBERSHIP			
							01-43-5-660	DUES AND SUBSCRIPTIONS	\$230.00
2022		12/02/22	\$230.00			BORDUI ANNUAL MEMBERSHIP			
							01-43-5-660	DUES AND SUBSCRIPTIONS	\$230.00
VENDOR TOTAL:									\$460.00
NICOR GAS									
25186956857 11222		11/22/22	\$51.08			WOODS LIFT STATION 10/21/22-11/21/22			
							08-11-4-631	ELECTRIC, POWER, AND LIGHT	\$51.08
25186956857 10212		10/21/22	\$51.21			WOODS LIFT STATION 9/21/22-10/21/22			
							08-11-4-631	ELECTRIC, POWER, AND LIGHT	\$51.21
25186956857 09232		09/23/22	\$51.40			WOODS LIFT STATION 8/22/22-9/21/22			
							08-11-4-631	ELECTRIC, POWER, AND LIGHT	\$51.40
72380610005 11222		11/22/22	\$49.38			KEDZIE BOOSTER 10/24/22-11/22/22			
							08-11-4-631	ELECTRIC, POWER, AND LIGHT	\$49.38
96444410003 11212		11/21/22	\$2,191.51			DPWSC 10/21/22-11/21/22			
							01-67-4-653	GAS, ENERGY/PUMPS, & HEATING	\$2,191.51
VENDOR TOTAL:									\$7,394.00
									6

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 12/20/22

Vendor Name	Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
FOLA ODUEYUNGBO	11282022	11/28/22	\$100.00		REFUND FOR OVERPAYMENT	01-00-5-470	COURT FINES	\$100.00
							VENDOR TOTAL:	\$100.00
OTTOSEN DINOLFO HASENBALG & CASTALD	149624	10/31/22	\$154.00		UNPLANNED LITIGATION	01-44-4-643	UNPLANNED LITIGATION	\$154.00
							VENDOR TOTAL:	\$154.00
OZINGA READY MIX CONCRETE INC	AR100492456	11/07/22	\$1,701.00		CONCRETE MIX	01-65-3-619	PROGRAM COMMODITIES	\$425.25
							CONCRETE	\$425.25
							CONCRETE	\$425.25
							CONCRETE	\$425.25
							VENDOR TOTAL:	\$1,701.00
PARAMEDIC SERVICES OF ILLINOIS INC	7862	12/01/22	\$47,633.68		CONTRACTED FD PERSONNEL DECEMBER 2022	01-49-4-650	CONTRACT FF/PM PERSONNEL	\$47,633.68
							VENDOR TOTAL:	\$47,633.68
PREMISTAR-SOUTH	SI2076236	11/25/22	\$633.00		NO HEAT-CIRCULATING PUMP REPAIR	01-67-6-680	MAINTENANCE CONTRACTS	\$633.00
							VENDOR TOTAL:	\$633.00
QMC	13710	10/26/22	\$500.00		FD GREASE EXHAUST SYSTEM CLEANING	01-49-6-674	EQUIP MAINTENANCE & SUPPLIES	\$500.00
							VENDOR TOTAL:	\$500.00
RAINBOW FARMS ENTERPRISES, INC	73637	10/29/22	\$1,018.00		STREET SWEEPING DEBRIS HAULING	01-60-4-650	SPOIL DISPOSAL	\$1,018.00
	73683	11/19/22	\$2,100.00		LEAF HAULING 11/16 & 11/17	01-60-4-650	SPOIL DISPOSAL	\$2,100
							VENDOR TOTAL:	\$2,118

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 12/20/22

Vendor Name		Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
RR LANDSCAPE SUPPLY									
128892		11/01/22		\$540.00		TOP SOIL FOR GROUND REPAIR	08-12-3-619	PROGRAM COMMODITIES	\$180.00
							08-22-3-619	PROGRAM COMMODITIES	\$180.00
							09-01-3-620	GROUND REPAIR MATERIAL	\$180.00
VENDOR TOTAL:									\$540.00
RUNCO OFFICE SUPPLY									
884098-1		11/18/22		\$116.58		GENERAL SUPPLY-POCKET FOLDERS	01-42-3-601	OFFICE SUPPLIES	\$29.15
							01-43-3-601	OFFICE SUPPLIES	\$58.29
							01-45-3-601	OFFICE SUPPLIES	\$5.83
							01-49-3-601	OFFICE SUPPLIES	\$5.83
							01-53-3-601	OFFICE SUPPLIES	\$17.48
880777-1		11/18/22		\$58.29		GENERAL SUPPLY-POCKET FOLDERS	01-42-3-601	OFFICE SUPPLIES	\$14.57
							01-43-3-601	OFFICE SUPPLIES	\$29.15
							01-45-3-601	OFFICE SUPPLIES	\$2.91
							01-49-3-601	OFFICE SUPPLIES	\$2.91
							01-53-3-601	OFFICE SUPPLIES	\$8.75
VENDOR TOTAL:									\$174.87
SAFETY KLEEN SYSTEMS INC									
90535577		11/22/22		\$160.00		WASTE OIL DISPOSAL	08-11-6-671	MAINTENANCE AND SUPPLIES	\$53.33
							08-21-6-671	MAINTENANCE AND SUPPLIES	\$53.33
							01-60-6-671	MAINTENANCE AND SUPPLIES	\$53.34
VENDOR TOTAL:									\$160.00

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 12/20/22

Vendor Name	Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
SITE SERVICES INC.								
23196	11/21/22	\$19,080.58			FY23 PAVEMENT MARKING			
						02-01-4-631	STREET STRIPING	\$5,494.47
						02-01-4-631	STREET STRIPING	\$4,728.49
						01-60-4-630	PROFESSIONAL SERVICES	\$1,000.00
						40-33-4-634	MISCELLANEOUS SERVICES	\$3,712.44
						40-30-4-634	MISCELLANEOUS SERVICES	\$1,009.32
						40-30-6-677	MAINTENANCE AND REPAIRS	\$1,009.32
						40-32-4-634	MISCELLANEOUS SERVICES	\$973.40
						40-32-4-634	MISCELLANEOUS SERVICES	\$1,153.14
						VENDOR TOTAL:		\$19,080.58
SMITH DAWSON & ANDREWS								
1010701	12/01/22	\$5,000.00			LOBBYING SERVICES NOVEMBER 2022			
						01-41-4-632	LOBBYING SERVICES	\$5,000.00
						VENDOR TOTAL:		\$5,000.00
SOUTHWEST DIGITAL PRINTING								
1122154	11/23/22	\$46.00			DIGITAL PRINTS 3914 BALLANTRAE			
						12-00-0-286	MISCELLANEOUS DEPOSITS	\$46.00
						VENDOR TOTAL:		\$46.00
STRAND ASSOCIATES, INC								
0190406	11/10/22	\$13,301.69			PRELIMINARY DESIGN-WATER SYSTEM			
						04-01-7-701	WATER SUPPLY SYSTEM IMPROVEME	\$13,301.69
						VENDOR TOTAL:		\$13,301.69

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 12/20/22

Vendor Name	Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
SYNCB/AMAZON	454566453668	10/07/22	\$121.87		UTILITY PANTS	01-60-3-612	UNIFORMS & RELATED SUPPLIES	\$121.87
	685354834994	10/17/22	\$277.43		SAFETY BOOTS	01-60-3-618	SAFETY EQUIPMENT & SUPPLIES	\$92.47
						08-11-3-618	SAFETY EQUIPMENT & SUPPLIES	\$92.48
	456734874954	10/18/22	\$128.12		FILTERS FOR RANGE	08-21-3-618	SAFETY EQUIPMENT & SUPPLIES	\$92.48
	449786459964	10/18/22	\$64.56		KITCHEN CHAIRS-FLOOR LEG PROTECTORS	01-49-6-674	EQUIP MAINTENANCE & SUPPLIES	\$128.12
	449896938674	10/18/22	\$45.38		BREAST CANCER AWARENESS PINS	01-49-6-674	EQUIP MAINTENANCE & SUPPLIES	\$64.56
	837688675757	10/18/22	\$246.07		D'APICE WINTER BIBS	01-42-4-633	WELLNESS COMMITTEE	\$45.38
	483796936698	10/20/22	\$32.35		FLASH DRIVE	01-60-3-618	SAFETY EQUIPMENT & SUPPLIES	\$82.02
	545494797484	10/20/22	\$39.00		WINDOW INTERCOM SPEAKER	08-11-3-618	SAFETY EQUIPMENT & SUPPLIES	\$82.02
	456675456399	10/21/22	\$27.99		GAS STRUTS/SHOCKS/SQ19	08-21-3-618	SAFETY EQUIPMENT & SUPPLIES	\$82.03
	435859676865	10/22/22	\$183.43		KEYBOARD/MOUSE PAD	01-50-6-670	OFFICE EQUIPMENT MAINTENANCE	\$32.35
	836988765388	10/25/22	\$59.64		SERVICE CALL BOOKS	01-50-6-670	OFFICE EQUIPMENT MAINTENANCE	\$39.00
	587984884457	10/31/22	\$15.98		ADHESIVE FELT STRIPS	01-49-6-671	VEHICLE MAINTENANCE	\$27.99
	769784875334	10/31/22	\$69.99		CROCK POT	01-43-3-607	COMPUTER EQUIPMENT & SUPPLIES	\$183.43
	679739574773	11/02/22	\$130.83		DPW SHOP SAFETY SUPPLIES	01-55-3-601	OFFICE SUPPLIES	\$59.64
						01-49-3-605	OPERATING SUPPLIES	\$15.98
						28-01-3-605	OPERATING SUPPLIES	\$69.99
						01-60-3-618	SAFETY EQUIPMENT & SUPPLIES	\$43.61
						08-11-3-618	SAFETY EQUIPMENT & SUPPLIES	\$43.61
						08-21-3-618	SAFETY EQUIPMENT & SUPPLIES	\$43.61
	436753633386	11/09/22	\$(264.95)		RETURN SAFETY BOOTS	01-60-3-618	SAFETY EQUIPMENT & SUPPLIES	\$(88.00)
						08-11-3-618	SAFETY EQUIPMENT & SUPPLIES	\$(88.00)
								\$(88.00)

Communication: Presentation of Bills for Approval and Payment as Approved by the Finance Committee (December 19, 2022) (CONSENT

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 12/20/22

Vendor Name Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
UNITED PARCEL SERVICE							
0000F26604472	11/19/22	\$27.87		FINANCE / DPW / MICROPHONES			
					01-43-3-603	POSTAGE	\$14.07
					01-55-3-603	POSTAGE	\$13.80
VENDOR TOTAL:							\$1,177.69
VERIZON WIRELESS							
9920733594	11/16/22	\$72.02		DPW IPAD 10/17/22-11/16/22			
9920743149	11/16/22	\$1,730.52		MOBILE PHONES 10/17/22-11/16/22			
					01-55-4-637	TELEPHONE	\$72.02
					01-42-4-637	TELEPHONE	\$205.09
					01-43-4-637	TELEPHONE	\$84.54
					01-45-4-637	TELEPHONE	\$42.27
					01-53-4-637	TELEPHONE	\$42.27
					01-50-4-637	TELEPHONE	\$585.52
					01-55-4-637	TELEPHONE	\$770.83
VENDOR TOTAL:							\$1,802.54
VIDEO CONSULTANTS NW LLC							
VCNW202242	08/05/22	\$3,200.00		VIDEO REDACTION FOR FOIA			
					01-48-4-630	PROFESSIONAL SERVICES	\$3,200.00
VENDOR TOTAL:							\$3,200.00
STEPHANIE WRIGHT							
11292022	11/16/22	\$400.00		REIMBURSEMENT FOR PHOTOGRAPHER FOR CELEBRATE THE SEASON			
					01-41-4-651	COMMUNITY RELATIONS COMMISSIO	\$400.00
VENDOR TOTAL:							\$400.00
ZOLL MEDICAL CORPORATION							
3608798	11/11/22	\$19.66		MONITOR PAPER			
3607692	11/10/22	\$367.50		LIFEBAND			
					01-49-3-622	EMS EQUIPMENT & SUPPLIES	\$19.66
					01-49-3-622	EMS EQUIPMENT & SUPPLIES	\$367.50
VENDOR TOTAL:							\$387.16

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 12/20/22

Vendor Name	Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
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Total Amount Being Paid: \$337,911.53
Total Number of Invoices: 121

Vendor Code	Vendor Name	1099	Invoice Total	Check Total	Net Inv/C
AIRONEEQ	AIR ONE EQUIPMENT INC	N	(1) 75.00	(0) 0.00	75.
AIRGASUS	AIRGAS USA, LLC	N	(3) 1,116.01	(0) 0.00	1,116.
ALLSCAPE	ALLSCAPE INCORPORATED	N	(1) 5,975.00	(0) 0.00	5,975.
ANDRESME	ANDRES MEDICAL BILLING, LTD	Y	(1) 1,274.75	(0) 0.00	1,274.
BAXTER&W	BAXTER & WOODMAN, INC.	N	(7) 28,387.01	(0) 0.00	28,387.
BIO-TRON	BIO-TRON, INC	N	(1) 192.75	(0) 0.00	192.
BOGUEJ	JONATHAN BOGUE	N	(1) 15.99	(0) 0.00	15.
BROCK	BROCK CONSTRUCTION	N	(1) 24,765.00	(0) 0.00	24,765.
COPSTEST	C.O.P.S. TESTING SERVICE INC.	N	(1) 975.00	(0) 0.00	975.
CDW-G	CDW GOVERNMENT, INC.	N	(1) 65.50	(0) 0.00	65.
CHEMSEAR	CHEMSEARCH	N	(1) 628.59	(0) 0.00	628.
CHICOMM	CHICAGO COMMUNICATIONS, LLC.	Y	(1) 305.00	(0) 0.00	305.
CHISOUTH	CHICAGO SOUTHLAND CHAMBER OF	N	(1) 700.00	(0) 0.00	700.
CLARKBAI	CLARK BAIRD SMITH LLP	Y	(1) 787.50	(0) 0.00	787.
COM5073	COMED	N	(1) 2,079.74	(0) 0.00	34.
CONSTELL	CONSTELLATION NEWENERGY, INC.	N	(4) 2,213.30	(0) 0.00	2,213.
CROSSMAR	CROSSMARK PRINTING, INC.	N	(1) 2,530.68	(0) 0.00	2,530.
EAGLEUNI	EAGLE UNIFORM CO INC	N	(7) 1,421.00	(0) 0.00	1,421.
ELECTRICAL	ELECTRICAL SYSTEMS INC	N	(1) 73,500.00	(0) 0.00	73,500.
EMERGMEP	EMERGENCY MEDICAL PRODUCTS INC	N	(1) 60.50	(0) 0.00	60.
EXPERT	EXPERT CHEMICAL & SUPPLY INC	N	(1) 769.84	(0) 0.00	769.
FITZSIMM	FITZSIMMONS	N	(2) 35.00	(0) 0.00	35.
GALLAMAT	GALLAGHER MATERIALS CORP.	N	(2) 772.80	(0) 0.00	772.
GASVODA	GASVODA & ASSOCIATES INC	N	(1) 2,642.83	(0) 0.00	2,642.
GRANICUS	GRANICUS	N	(1) 414.75	(0) 0.00	414.
HELSEL	HELSEL-JEPPERSON ELECTRICAL	N	(1) 197.43	(0) 0.00	197.
HISKES	HISKES, DILLNER, O'DONNELL,	Y	(1) 33.00	(0) 0.00	33.
HOLLANDP	HOLLAND PRINTING INC	N	(2) 735.72	(0) 0.00	735.
HOMECLFA	HOME CLEANING CENTERS -AMERICA	N	(1) 3,184.00	(0) 0.00	3,184.
HOMEWOODSS	HOMEWOOD DISPOSAL SERVICE INC	N	(1) 11,375.00	(0) 0.00	11,375.
HOMECHRO	HOMEWOOD-FLOSSMOOR CHRONICLE	Y	(1) 160.00	(0) 0.00	160.
ILLSTATE	ILLINOIS STATE TOLL HIGHWAY	N	(1) 38.15	(0) 0.00	38.
INVOICE	INVOICE CLOUD	N	(1) 216.35	(0) 0.00	216.
ISAWWA	ISAWWA	N	(1) 84.00	(0) 0.00	84.
J.M.D.	J.M.D. SOX OUTLET	N	(2) 494.79	(0) 0.00	494.
LANDSEND	LANDS' END INC.	N	(2) 8.95	(0) 0.00	8.
M.E.SIMP	M.E. SIMPSON COMPANY, INC.	N	(1) 55.00	(0) 0.00	55.
MACQUARIE	MACQUARIE EQUIPMENT CAPITAL INC.	N	(1) 1,874.00	(0) 0.00	1,874.
MASIMO	MASIMO AMERICAS, INC.	N	(2) 420.00	(0) 0.00	420.
MATRIX	MATRIX COATING SOLUTIONS INC	N	(1) 61,685.82	(0) 0.00	61,685.
MATTHEWO	MATTHEW O'SHEA CONSULTING INC.	N	(1) 3,000.00	(0) 0.00	3,000.
MENARDS	MENARDS	N	(1) 65.63	(0) 0.00	65.
MENARDHM	MENARD'S-HOMEWOOD	N	(1) 30.08	(0) 0.00	30.
MONARCH	MONARCH AUTO SUPPLY INC	N	(2) 321.46	(0) 0.00	321.
MUNICCOL	MUNICIPAL COLLECTION SERVICES	N	(1) 40.95	(0) 0.00	40.95

Communication: Presentation of Bills for Approval and Payment as Approved by the Finance Committee (December 19, 2022) (CONSENT

Vendor Code	Vendor Name	1099	Invoice Total	Check Total	Net Inv/C
NATMINORIT	NATIONAL MINORITY UPDATE PMB	N	(1) 195.00	(0) 0.00	195.
NPELRA	NATIONAL PUBLIC EMPLOYER LABOR	N	(2) 460.00	(0) 0.00	460.
NICOR-4	NICOR GAS	N	(5) 2,394.58	(0) 0.00	2,394.
ODUEYUNGBO	FOLA ODUEYUNGBO	N	(1) 100.00	(0) 0.00	100.
OTTOSEN	OTTOSEN DINOLFO HASENBALG & CAST	Y	(1) 154.00	(0) 0.00	154.
OZINGA	OZINGA READY MIX CONCRETE INC	N	(1) 1,701.00	(0) 0.00	1,701.
PARAMEDICS	PARAMEDIC SERVICES OF ILLINOIS I	N	(1) 47,633.68	(0) 0.00	47,633.
PREMISTAR	PREMISTAR-SOUTH	Y	(1) 633.00	(0) 0.00	633.
QMC	QMC	N	(1) 500.00	(0) 0.00	500.
RAINBOWF	RAINBOW FARMS ENTERPRISES, INC	N	(2) 3,118.00	(0) 0.00	3,118.
RRLAND	RR LANDSCAPE SUPPLY	Y	(1) 540.00	(0) 0.00	540.
RUNCO	RUNCO OFFICE SUPPLY	N	(2) 174.87	(0) 0.00	174.
SAFETYKL	SAFETY KLEEN SYSTEMS INC	N	(1) 160.00	(0) 0.00	160.
SITESERV	SITE SERVICES INC.	N	(1) 19,080.58	(0) 0.00	19,080.
SMITHDAW	SMITH DAWSON & ANDREWS	N	(1) 5,000.00	(0) 0.00	5,000.
SWPRINT	SOUTHWEST DIGITAL PRINTING	N	(1) 46.00	(0) 0.00	46.
STRAND	STRAND ASSOCIATES, INC	N	(1) 13,301.69	(0) 0.00	13,301.
AMAZON	SYNCB/AMAZON	N	(15) 1,177.69	(0) 0.00	1,177.
UPS	UNITED PARCEL SERVICE	N	(1) 27.87	(0) 0.00	27.
VERIZON452	VERIZON WIRELESS	N	(1) 1,802.54	(0) 0.00	1,730.
VIDEOCON	VIDEO CONSULTANTS NW LLC	N	(1) 3,200.00	(0) 0.00	3,200.
WRIGHTS	STEPHANIE WRIGHT	N	(1) 400.00	(0) 0.00	400.
ZOLLMED	ZOLL MEDICAL CORPORATION	N	(2) 387.16	(0) 0.00	387.
Grand Totals:			Total: 121 337,911.53	Total: 0 0.00	

Village of Flossmoor
Detail Board Report
Manual Checks Issued: 12/13/22 thru 12/13/22

Vendor Name		Invoice #	Invoice Date	Amount	Check #	Check Date	PO #	Invoice Description	GL Number	GL Description	Line Amount
BMO HARRIS BANK		120822	12/08/22	\$5,368.00	78257	12/13/22		GIFT CARDS-ANNUAL HEALTH SCREENING PARTICIPATION			
								01-42-2-592	EAP & WELLNESS PROGRAMS		\$256.00
								01-43-2-592	EAP & WELLNESS PROGRAMS		\$664.00
								01-48-2-592	EAP & WELLNESS PROGRAMS		\$1,740.00
								01-49-2-592	EAP & WELLNESS PROGRAMS		\$664.00
								01-50-2-592	EAP & WELLNESS PROGRAMS		\$460.00
								01-55-2-592	EAP & WELLNESS PROGRAMS		\$204.00
								01-60-2-592	EAP & WELLNESS PROGRAMS		\$1,380.00
								VENDOR TOTAL:			\$5,368.00

Total Amount Being Paid: \$5,368.00
Total Number of Invoices: 1

Vendor Code	Vendor Name	1099	Invoice Total	Check Total	Net Inv/Cl
BMO	BMO HARRIS BANK	N	(1) 5,368.00	(1) 5,368.00	0.0
Grand Totals:			Total: 1 5,368.00	Total: 1 5,368.00	

TO: Bridget Wachtel, Village Manager
FROM: Robert Kopec, Fire Chief
DATE: December 19, 2022
SUBJECT: Third Party Inspection Reporting



FLOSSMOOR

The Fire Department is seeking Board approval of an ordinance authorizing an agreement allowing required inspection/testing/maintenance reports for property and life safety systems to be coordinated through a third-party vendor, Brycer. Per our Adopted Fire Code, 2018 International Fire Code, Section 108.3, the fire code official is authorized to prescribe the form and format of such record keeping.

By approving this agreement, it will improve our ability to ensure that all commercial fire protection and detection systems within the Village of Flossmoor are compliant with our current fire codes.

Brycer is a web-based product where contractors submit testing and inspection documents. Using the Brycer portal, “the compliance engine”, those submitted documents would be available for viewing anywhere to our personnel. Currently, these documents are submitted in a variety of ways (e-mail, hard copy sent through the USPS or facsimile) and is a difficult process to manage.

It is expected that this service will benefit the daily operations for both the Building and Fire Department by not having to manage paper-trails and allowing multiple departments to view these documents virtually. It also allows for the fire inspector to review documents virtually and provide “real time” feedback on any aspect of testing and inspection of required systems. Flossmoor Public Works has been successful in utilizing a similar product to manage required annual back flow testing and inspection reports over the last several years.

There is no cost to the Village and its departments, nor is there a direct cost to the property owners of the Village. All associated costs are between Brycer and the contractor performing the work. In general, the contractor pays per report submitted.

Based on our current fire code, the following are examples of the types of systems within the Village that are required to be periodically inspected by a qualified inspection and testing company:

Fire Sprinkler Systems	Fire Alarm Systems
Kitchen Hood Fire Suppression Systems	Commercial Kitchen Hood Cleaning
Standpipe Systems	Fire Pumps
Special Suppression (Clean Agent)	Foam Systems
Active Smoke Control Systems	Flammable Finishes Applications
Emergency Generators	

It is estimated there are over 275 systems that meet the testing, inspection and maintenance requirements.

The Fire Department expects that soon after the Brycer implementation this testing and inspection information will be integrated into our records management system, ESO for additional efficiencies in accessing data and information.

Overall, implementing the Brycer product into our daily operations will assist in providing a safer community for our property owners, residents and emergency responders.

RESOLUTION # _____
**A RESOLUTION APPROVING A PROPOSAL TO THE VILLAGE OF FLOSSMOOR, COOK COUNTY,
ILLINOIS FROM BRYCER, LLC**

WHEREAS, the Village of Flossmoor, Cook County, Illinois (the “*Village*”), is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, Brycer, LLC, an Illinois limited liability company (“*Brycer*”) provides certain database services to facilitate the review, tracking and follow-up process to fire departments to ensure the maintenance of fire protection systems utilized by businesses with the respective jurisdictions (the “*Services*”); and,

WHEREAS, Brycer has presented a proposal to the Village to provide the Services (the “*Proposal*”), the cost of which is to be paid by the businesses uploading data to Brycer; and,

WHEREAS, after review of the Proposal and the Terms and Conditions which are a part thereof, it has been determined that it is in the best interest of the Village to utilize the Services offered by Brycer and approve its Proposal thereby improving the ability of the Flossmoor Fire Department to work with businesses within the Village to maintain their fire protection systems.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Flossmoor, Cook County, Illinois, as follows:

Section 1. That the Proposal and the Terms and Conditions appended thereto submitted by Brycer, LLC, attached hereto and made a part hereof, are hereby approved, and the Flossmoor Fire Chief is directed to execute an acceptance of the Proposal and agree to the Terms and Conditions appended thereto on behalf of the Village.

Section 2. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

PASSED: _____

APPROVED: _____

PUBLISHED: _____

APPROVED:

Mayor

ATTEST:

Village Clerk

BRYCER, LLC
4355 Weaver Parkway
Suite 230
Warrenville, IL 60555

November 21, 2022

Village of Flossmoor
 2800 Flossmoor Rd
 Flossmoor, IL 60422

Re: “The Compliance Engine”

Dear Village of Flossmoor:

We look forward to providing you with “The Compliance Engine” (the “Solution”). This proposal letter provides the basic terms by which Brycer, LLC (“Brycer”) will provide you, Village of Flossmoor (“Client”), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard “Terms and Conditions” attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term:** Brycer will provide Client with the Solution for three years, commencing February 1st, 2023 (the “Initial Term”). Thereafter, the Term shall automatically renew for successive three-year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a “Renewal Term” and together with the Initial Term, the “Term”). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client’s data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.
2. **Fees:** Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.
3. **Brycer Responsibilities:** During the Term, Brycer shall be responsible for the following in connection with Client’s use of the Solution:
 - **Availability.** Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
 - **Service Level.** Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
 - **Backup.** Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative,

physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- ***Retention of Information.*** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- ***Notices.*** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- ***Call Center*** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- ***Updates and Enhancements.*** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- ***Operating System.*** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- ***Training.*** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- ***Information.*** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [**Village of Flossmoor**] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- ***Enforcement.*** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- ***Reports.*** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: _____
Its: _____

Acknowledged and Agreed to this
___ day of _____, 20___:

[Village of Flossmoor]

By: _____
Its: _____

Attachment: Flossmoor BRYCER_SLA_(2022) (BRYCER)

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well as any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. **LIMITATION ON DAMAGES.** BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all

such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. **Indemnity.** Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. **Breach.** Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
19. **Entire Agreement.** The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. **Amendment.** The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
21. **Expiration.** The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B**Maintenance Schedule and Minimum Service Levels****1. Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. Response Time.

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. Customer Support

Customer support hours are 24/7/365. The number is 630-413-9511

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

TO: Mayor Nelson and Board of Trustees
FROM: Jonathan Bogue, Assistant Village Manager
DATE: December 19, 2022
SUBJECT: Public Art Commission's Sculpture Donation Recommendation



The Public Art Commission would like to recommend Sculpture #9 be accepted as a donation to the Village by the Board and added to our permanent sculpture collection.

Artist Gunnar Theel would like to donate his sculpture, titled Structure #9. Fellow sculptor Terry Karpowicz suggested Mr. Theel consider the Flossmoor Public Art Commission as a place to accept his donation. The piece is made of Corten Steel and measures 6.75 feet long x 10.66 feet wide x 15.16 feet high. The Public Art Commission would like to suggest that the piece is installed in the grassy area in the Sculpture Garden in Leavitt park behind the Richard Hunt piece. There is a cost associated with bringing the piece to Flossmoor. The total amount is \$2,875.00 for the delivery and installation of the piece into the Sculpture Garden. Additionally, the Commission recommends installing plantings around the piece to create a visual barrier between the piece and the public. These plantings would come at additional costs to be determined later.

The Public Art Commission looks forward to adding pieces to the Village's permanent sculpture collection. The Commission plans to appear before the Board at the December 19 Village Board Meeting to present this recommendation to accept Sculpture #9 and garner your feedback.

Village of Flossmoor Public Art Commission



Overview

- Sculptor, Gunnar Theel would like to donate his piece titled Structure #9 to the Village's permanent collection.
- Sculptor, Terry Karpowitz suggested Mr. Theel consider donating his piece to the Village of Flossmoor Public Art Commission's collection.
- The Art Commission voted to bring this piece to the Village Board for consideration.



FLOSSMOOR

Dimensions

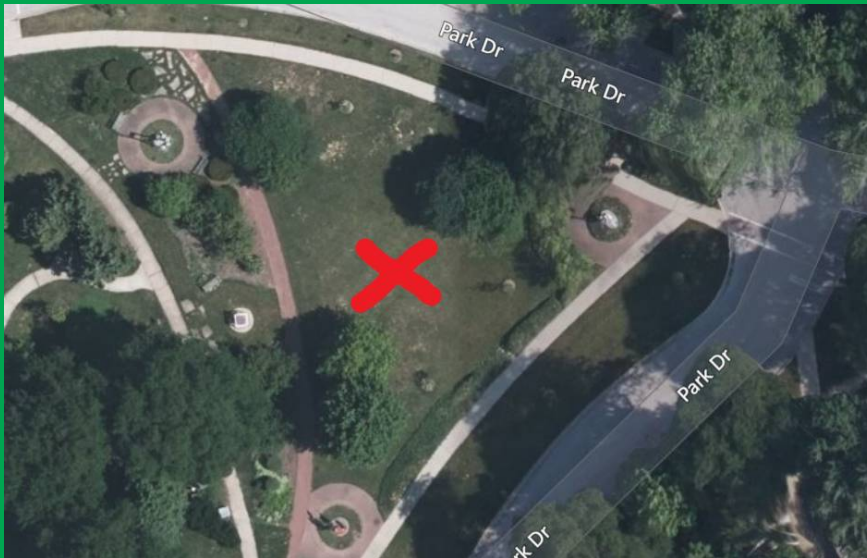
- Structure #9 measures 6.75 ft long X 10.66 ft wide X 15.6 ft tall.



FLOSSMOOR

Proposed Location

- The Public Art Commission recommends that this piece is installed in Leavitt Park behind the Richard Hunt piece in the open grassy area. This is the only land that the Village owns in Leavitt Park and would not require an intergovernmental agreement.



FLOSSMOOR

Cost of Installation

Vice Chairperson Stevenson has gathered a quote for the cost of moving the piece from its current location and installing the piece in Flossmoor. The commission recommends that P and G Crane and Engineering company moves and installs the piece for a cost of \$2,875.00.

Additionally, the Art Commission suggests the possibility of paying for permanent lighting of the piece and landscaping to be planted around the perimeter. These costs are yet to be determined.



FLOSSMOOR

TO: Mayor Nelson and Board of Trustees
FROM: Scott Bugner, Building and Zoning Administrator
DATE: December 19, 2022
SUBJECT: Consideration of the Advancement of a Class 8 Tax Abatement Renewal Request



We are in receipt of a request to petition for a Class 8 tax abatement renewal from Ingalls for the third floor of Flossmoor Family Care Center.

The resolution establishing the Board's policy on Class 8 tax abatement renewals requires a $\frac{3}{4}$ vote (6 affirmative votes) from the Corporate Authorities in order for the petition to be advanced to the Village Board. I request that at the December 19, 2022 Village Board meeting, the Board consider a motion to advance the petition for renewal.

Attached for reference is a copy of the resolution establishing the Village's policy on Class 8 tax abatement renewals and other background information on Class 8 tax abatement.

RESOLUTION 2014- 1**A RESOLUTION REGARDING PETITIONS SEEKING TO OBTAIN THE VILLAGE'S ENDORSEMENT OF A CLASS 8 TAX INCENTIVE RENEWAL APPLICATION**

WHEREAS, in 2003 the Corporate authorities of the Village of Flossmoor adopted a Resolution establishing criteria to be met by petitioners seeking the Village's endorsement of a petitioner's original application to Cook County for Class 8 real estate tax incentives; and

WHEREAS, at the time of such Resolution in 2003 the Class 8 incentive program did not provide for a renewal of such incentive beyond the established 12 year period; and

WHEREAS, the Corporate Authorities of the Village of Flossmoor have reviewed in great detail the merits of the renewal of Class 8 incentives now provided for by Cook County and, while the Village of Flossmoor continues to support initial applications which conform with the requirements of their previous Resolution of 2003, they have determined that a renewal of any Class 8 incentive is not in the best interest of the Village of Flossmoor or its taxpayers.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Flossmoor as follows:

1. No renewal of a Class 8 incentive shall be endorsed by the Village of Flossmoor.
2. Any amendment, modification or repeal of this Resolution shall require the affirmative vote of $\frac{3}{4}$'s of the Corporate Authorities.

BE IT FURTHER RESOLVED that, no request for the Village's endorsement of a Class 8 renewal application shall be advanced for consideration by the Mayor and Board of Trustees unless so directed by the affirmative vote of $\frac{3}{4}$'s of the Corporate Authorities.

This Resolution shall be effective immediately upon its passage, approval and publication, as provided by law.

PASSED this 21st day of January, 2014.

AYES: CRUM, HOAG, MINGA, MITROS, WILDER, WILLIAMS

NOES: NONE

ABSENT: NONE

ABSTAINED: NONE

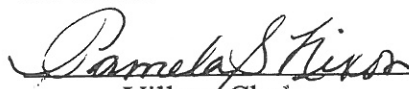
PUBLISHED: JANUARY 21, 2014

APPROVED



Mayor

ATTEST:


Village Clerk

ERM/erm
12312013

MEMORANDUM

TO: Mayor Braun and the Board of Trustees
C: Ed McCormick, Village Attorney
 Patrick Finn, Assistant Village Manager
 Scott Bordui, Finance Director

FROM: Bridget A. Wachtel, Village Manager *BAW*
DATE: December 2, 2013
SUBJECT: Consideration of Criteria in a Class 8 Tax Incentive Renewal

At the November 18, 2013 Village Board meeting, the Village Board discussed the Class 8 tax incentive renewal process. The Village Board directed staff to provide suggested criteria to be considered should a Class 8 tax incentive recipient request a renewal. They directed staff that the "bar should be high" in its consideration of this policy, recognizing that the criteria by which the incentive in years one through twelve is judged should be different criteria than any renewal; the Board expressed concern that any renewal of the incentive would function to subsidize the operations of a business.

Approval of an initial Class 8 application always results in an increased revenue stream for all taxing bodies for a 12 year period compared to the revenue that the property had been generating prior to the development.

However, approval of a Class 8 renewal results in:

1. No increase in property tax revenue for any taxing body
2. The savings to the renewing business become the burden to all other taxpayers
3. Effectively subsidizes a business' operations, and if it is marginally successful, should government be subsidizing it?
4. Forgoes the increase which would have occurred in years 11 and 12 of the initial "deal"

On the surface, while permitting Class 8 incentive renewals may be considered "business friendly," a more thorough analysis of renewing the incentive raises the concerns listed above plus those concerns raised in the previous memo.

Not having found criteria in another jurisdiction to use as a model, and assuming the Board wants to preserve the opportunity to renew we offer the following for consideration:

An applicant for a Class 8 renewal shall:

1. Provide a copy of the completed renewal application as it will be submitted to the County Assessor's office.
2. Submit to the Village the last three triennial reports required to be filed with the County Assessor's office.
3. Demonstrate in writing, evidence of strengthening the Village's commercial area and expanding the Village's tax base over the last ten years. Examples of evidence include: property tax revenue, sales tax revenue, and number of jobs created.
4. Demonstrate that he pays his property taxes on time.
5. Demonstrate in writing, financial evidence that "but for" the continued incentive the business would close and the loss of the particular business meets a unique need within the community.

6. Provide in its request the total tax savings for the initial Class 8 period; the total tax savings for the renewal period; and how the amount provided in the renewal period will make the business more viable.
7. All applications must be approved by a 3/4 vote of the corporate authorities.

While the criteria are straightforward, a few factors are worth bringing to your attention. The Cook County Assessor does not monitor property tax payments for these properties. Therefore, it is possible that a property owner receives the incentive and then becomes delinquent until threat of tax sale or time of renewal. We suggest that the Village only consider renewals for recipients that are paying property taxes on time.

If a business has been successful over the last ten years, the incentive worked, and therefore, a renewal should be considered in terms of a subsidy rather than an incentive. If the business has to argue "but for" the incentive, the business will close, then the incentive did not work, then the Village should not be subsidizing a failing business. In this case, one could argue that the market should correct the situation; the business should fail, and the opportunity for a new and more successful business should proceed. An exception that could be considered to this situation is in the case when the business is meeting a unique need within the community. This exception is intended to address examples such as the Village's only: grocery store, restaurant or health care provider, etc. In these circumstances, the Village may wish to consider continuing its support of the incentive.

Assuming that a business is able to address the "but for" argument, we suggest that the recipient demonstrate how that tax savings will make the business more viable. Finally, in an effort to increase the stringency by which the Board evaluates an application, we suggest a 3/4 vote of the corporate authorities; this criteria will require the entire board to vote including the Mayor and will require a petitioner to receive 6 affirmative votes to receive the renewal.

For reference, attached is another copy of my memo and attachments from the November 18, 2013 agenda. This material explains the program and policy considerations presented to the Village Board at that meeting. Also attached is a sheet which compares savings/revenue/cost on a hypothetical business.

A	B	C	D	E	F	G	H	I
1	Scenario: Vacant land developed							
2								
3								
4	MARKET VALUE	\$ 50,000	IMPROVED	CLASS 8-10 YRS	YEAR 11	YEAR 12	YEAR 13	
5	ASSESSMENT %	25.00%	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	
6	ASSESSED VALUE	\$ 12,500	\$ 62,500	\$ 25,000	\$ 37,500	\$ 50,000	\$ 62,500	
7	EQUALIZER	2.8056	2.8056	2.8056	2.8056	2.8056	2.8056	
8	EAV	\$ 35,070	\$ 175,350	\$ 70,140	\$ 105,210	\$ 140,280	\$ 175,350	
9	TAX RATE	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	
10	TAX \$ PER YEAR	\$ 5,261	\$ 26,303	\$ 10,521	\$ 15,782	\$ 21,042	\$ 26,303	
11								
12	SAVINGS 1-10	\$ 15,781	X 10	\$ 157,810				
13	YEAR 11			\$ 10,521				
14	YEAR 12			\$ 5,261				
15	TOTAL			\$ 173,592				
16	AVE. PER YEAR			\$ 14,466				
17								
18	CLASS 8 INITIAL							
19	12 YEAR REVENUE	\$ 63,126	\$ 315,630	\$ 105,210	\$ 15,781	\$ 21,042		
20	CLASS 8 TOTAL				\$ 142,033			
21	REV. GAIN OVER EXISTING	\$ -	\$ 252,504	\$ 52,605	\$ 10,521	\$ 15,782		
22	CLASS 8 TOTAL GAIN				\$ 78,907			
23								
24	CLASS 8 RENEWAL							
25	12 YEAR REVENUE		\$ 315,630	\$ 105,210	\$ 10,521	\$ 10,521		
26	CLASS 8 TOTAL				\$ 126,252			
27	REV. GAIN OVER EXISTING		\$ (31,563)	\$ -	\$ -	\$ -		
28	CLASS 8 TOTAL GAIN				\$ 189,378			
29	TOTAL COST TO OTHER TAXPAYERS							
30								
31								
32								
33								
34								

\$173,592
This is the total savings over the initial 12 year incentive period.
This is also the same amount picked up by other taxpayers.

\$142,033
This is the amount of property taxes that the Class 8 tax recipient pays over 12 years.

\$78,907
This is the amount of additional property tax revenue the project generates compared to vacant land.

\$126,252
In a renewal scenario, the recipient is paying even less than the incentive, 10% for another 12 years.

This assumes worse case scenario in which renewals in year 10 are continuously given.

\$189,378
Over a 12 year renewal period and assuming a third renewal for the last 2 years in that period, the cost of the incentive increases and will only continue to increase if renewals are provided every 10 years at 10%.

\$31,563
This is the loss of revenue in years 11, 12 and 13 if renewal occurs.

MEMORANDUM

TO: Mayor Braun and the Board of Trustees
C: Ed McCormick, Village Attorney
 Patrick Finn, Assistant Village Manager
 Scott Bordui, Finance Director

FROM: Bridget A. Wachtel, Village Manager *BAW*
DATE: November 18, 2013
SUBJECT: **Class 8 Tax Incentive Renewal**

The Cook County Class 8 property tax incentive program was established to encourage industrial and commercial development in areas of the county which are experiencing economic stagnation. In 2000, the County Assessor initiated the South Suburban Tax Reactivation Project (SSTRP) which encompassed several south suburban townships, including Rich and Bloom Township in which Flossmoor resides. This new program permitted individual properties to make application for the Class 8 tax relief without need for designation of the Village or a portion thereof as "an area in need of substantial revitalization" as the program was originally designed.

Class 8 provides a twelve year reduction in the assessment of commercial and industrial properties. The Village first considered use of the program as an economic development tool in 2003. At that time, the program's assessment levels for commercial properties were reduced from 38% to 16% of market value for ten years, 23% in year eleven, and 30% in year twelve. This was a significant reduction in taxes and was non-renewable for commercial properties.

Since 2003, the Village Board has considered and approved three Class 8 applications: Eden Salon and Spa (now Jonathon Kane Salon and Spa), Ingalls Family Care Center, and Alliance Medical.

At the time of the first application, the Village Board extensively discussed the implications of supporting a Class 8 tax incentive. The discussion resulted in the creation of the attached resolution establishing criteria to be met by petitioners seeking to obtain the Village's endorsement of a Class 8 tax incentive application. Again, at that time, the Class 8 tax incentive was non-renewable for commercial properties.

In 2009, when the County approved the "10/25" Ordinance, the Class 8 program was adjusted and with commercial assessments at 25%, the incentive program was modified to reduce the assessment to 10% for the first ten years, 15% in year eleven and 20% in year twelve. Again, this constitutes a significant reduction from the 25% that commercial property is typically assessed; however, with this change, the County gave an additional financial incentive to applicants with a 37.5% reduction in the first ten years, a 13% reduction in year eleven and 33% reduction in year twelve compared to the original terms of the program.

In 2011, the program was amended to permit a renewal of the incentive. A review of the Cook County Class 8 Eligibility Bulletin states that along with the owner's application, the owner needs to submit a resolution from the community that "supports and consents to the renewal of the Class 8 incentive and that it [the community] has determined that the use of the property is necessary and beneficial to the local economy." The county does not state

Attachment: Class 8 Renewal Materials (Class 8 Renewal Request)

any further criteria by which a municipality should consider the renewal. A call with the Cook County Assessor's office confirms this information.

The decision to renew the Class 8 tax incentive is a policy consideration for the Village Board. Under the current County's 10/25 ordinance, the renewal process works as follows. In year ten, an applicant has the option to renew for another ten years to maintain the 10% assessment. If approved, the total tax incentive would be as follows: 10% for the initial ten years + 10% for ten years + 15% for one year + 20% for one year. Should the applicant wait until year eleven to make and/or receive the request, the renewal works as follows: 10% for the initial ten years + 15% for one year (year eleven) + 10% for ten years (renewal starts) + 15% for one year + 20% for one year. Renewals can also occur in year twelve effective in year thirteen. In short, the years in which the 15% and 20% assessments are applied are tacked on to the end of the time period.

Similar to the original application process, the Village is required to pass a resolution of support which will be submitted to Cook County by the applicant with the rest of his application materials. A renewal of the Class 8 will only be considered by Cook County so long as there is a resolution of support from the local municipality.

In general, I advise the Board to be mindful of the following considerations when discussing this issue:

1. There are currently three Class 8 recipients in the Village: Jonathon Kane Salon and Spa, Ingalls Family Care Center and Alliance Medical. With the impetus of commercial development in the TIF District and the impending expiration of the TIF, we may receive additional applications for Class 8. The Board should be aware that one of the recipients, Jonathon Kane Salon, has already received a notice to renewal and is interested in applying.
2. The Village is not required to consult with any of the other local taxing bodies regarding this decision even though all the taxing bodies receive reduced taxes. Conversely, since these projects are all commercial uses the service impact on the other taxing bodies is minimal.
3. Currently, there are no limits on the number of renewals an applicant can receive. Therefore, in theory a commercial property could be assessed at a residential rate for an infinite period of time. Further, there is no requirement from the County that the local municipality support a request for renewal.
4. By renewing the Class 8 tax incentive in year ten or twelve, the loss of property tax revenue is approximately 50% of current taxes, compounded for the next ten years. On the other hand, the ultimate reinstatement of the 25% assessment will have a substantial tax increase to the applicant.
5. The criteria for renewing the Class 8 tax incentive is broadly defined as "necessary and beneficial to the local economy." Consideration of the establishment of a Class 8 tax incentive when a project is developed and the level of investment/reinvestment at the time of construction can be significantly different compared to the renewal. Ten years later, the Board may wish to consider "but for" this tax incentive would the business be successful and is the application distinguishable from the ongoing investment any other business makes. The Board developed specific criteria for establishing a Class 8 incentive; you may wish to establish specific criteria in considering an application for renewal as well.
6. The Village's use of Class 8 has been a useful economic development tool, and one that I would characterize as successful for the Village. The use of Class 8 has leveled the playing field amongst other south suburban communities eligible to award the incentive and responsive to the generally higher property taxes in Cook County

compared to Will County and Indiana. In a quick survey of other communities, although very few renewals have yet to occur, both Homewood and Tinley Park have awarded renewals.

Attached are the following materials which may be helpful in your discussion:

1. The Resolution Establishing Criteria to be met by Petitioners Seeking to Obtain the Village's Endorsement of a Class 8 Tax Incentive Application
2. Cook County Class 8 Eligibility Bulletin

A policy discussion of the Board's interest in supporting Class 8 tax incentive renewals is scheduled for the November 18, 2013 Village Board meeting. Should the Board wish to establish criteria for supporting a Class 8 tax incentive renewal, those criteria could be prepared for a resolution for consideration at the December 2, 2013 meeting.

RESOLUTION # 03-19**A RESOLUTION ESTABLISHING CRITERIA TO BE MET BY
PETITIONERS SEEKING TO OBTAIN THE VILLAGE'S
ENDORSEMENT OF A CLASS 8 TAX INCENTIVE APPLICATION**

WHEREAS, the Corporate authorities of the Village of Flossmoor desire to establish criteria to be used by the Village in the evaluation of requests by petitioners seeking the Village's endorsement of a petitioner's application to Cook County for Class 8 real estate tax incentives.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Flossmoor as follows:

Each petitioner who seeks the Village's endorsement of the petitioner's Application for Cook County Class 8 Real Estate Tax incentives shall submit written evidence to the Planning and Zoning Administrator showing that the petitioner has submitted, complies with or meets each of the following criteria:

1. Petitioner's request for a Resolution in support of her application for Class 8 incentive must be submitted to the Village prior to the submittal of her application to the County Assessor's office.
2. Petitioner must submit a statement of her intent to apply for the Class 8 incentive as part of any petition for land use, zoning or other types of petitions that will be considered by any Village Boards or Commissions.
3. Petitioner's application to Cook County for the Class 8 incentive must be made after her request to the Village and prior to her application for a building permit.
4. Petitioner shall demonstrate in her written evidence submittals to the Zoning Administrator that her proposed development is consistent with the Village's overall economic development objectives of strengthening existing commercial areas and expanding the Village's non-residential tax base.
5. Petitioner shall demonstrate in her written evidence submittals to the Zoning Administrator that granting of the incentive will not result in a reduction of the property tax revenue currently generated by the property for which the incentive is being applied. Petitioner shall provide the Zoning Administrator with a detailed financial analysis documenting this fact.
6. Petitioner shall demonstrate in her written evidence submittals to the Zoning Administrator that the property for which the incentive has been requested is

currently vacant land, vacant building and/or tax delinquent property, whether vacant or improved.

7. Petitioner shall demonstrate in her written evidence submittals to the Zoning Administrator that "but for" the incentive the project would not be economically feasible and the project would not proceed if the request is denied.

8. Petitioner's written evidence submittals to the Zoning Administrator shall acknowledge receipt of a copy of this Resolution and include a statement that her submittals are complete and that they address each of the criteria established by this Resolution.

BE IT FURTHER RESOLVED, that no request for the Village's endorsement of a Class 8 application shall be advanced for consideration by the Mayor and Board of Trustees until such time as all submittals required by this Resolution have been received and reviewed for completeness by the Zoning Administrator or his designee and found by him to be complete. At such time as the Zoning Administrator has received and reviewed for completeness the submittals required by this Resolution, and found by them to be complete, he shall advance the request and submittals, together with such other information or report as he may deem appropriate for the consideration of the request, to the Village Manager for inclusion on an agenda of a Meeting of the Mayor and Board of Trustees.

This Resolution shall be effective immediately upon its passage.

PASSED this 1st day of DECEMBER, 2003.

VOTE: BRAUN, GUMMERSON, LAMBERT, MINGA, MITROS

AYES: BRAUN, GUMMERSON, LAMBERT, MINGA, MITROS

NOES: NONE

ABSENT: HOAG

APPROVED:


Mayor

ATTEST:


Village Clerk

ERM/lse
112503

COOK COUNTY ASSESSOR
JOSEPH BERRIOS



COOK COUNTY ASSESSOR'S OFFICE
 118 NORTH CLARK STREET, CHICAGO, IL 60602
 PHONE: 312.443.7550 FAX: 312.603.3616
 WWW.COOKCOUNTYASSESSOR.COM

CLASS 8 ELIGIBILITY BULLETIN

Cook County Living Wage Ordinance

Please be advised that every applicant for an industrial Class 8 incentive will be required to provide an affidavit to the Assessor's Office to confirm compliance with the Cook County Living Wage Ordinance.

The Class 8 Incentive and Its Benefits

The Class 8 real estate tax incentive established by the Cook County Real Property Assessment Classification Ordinance ("Ordinance") is designed to encourage industrial and commercial development in areas of the County which are experiencing severe economic stagnation. Class 8 is structured to permit the Assessor, upon application of the local governing body, to certify that such areas are in need of substantial revitalization. In addition, pursuant to an amendment to the Classification Ordinance, property located in any of the five townships: Bloom, Bremen, Calumet, Rich and Thornton or any property obtained through the Cook County Tax Reactivation Project is eligible for Class 8 without any application from the local governing body for certification of an area. Within an eligible certified Class 8 area (the "Subject Area"), all subsequent new construction, substantial rehabilitation or reutilization of abandoned buildings, developed or reoccupied for industrial or commercial use, may qualify for the Class 8 incentive. Prior to undertaking development activities in the subject area, property owner or developer must make application to the Assessor. (see "Application Procedure for Individual Properties" below)

This incentive assesses qualifying real estate at a reduced assessment level for a period of twelve years from the date that new construction or substantial rehabilitation is completed and initially reassessed or, in the case of abandoned property, from the date of substantial reoccupation. Class 8 assessment levels are ten percent (10%) of market value for ten years, fifteen percent (15%) in year eleven and twenty percent (20%) in year twelve. This constitutes a substantial reduction from the twenty-five percent (25%) at which industrial and commercial properties are commonly assessed. The incentive may be renewed, as described on page 7.

Attachment: Class 8 Renewal Materials (Class 8 Renewal Request)

"In need of substantial revitalization" is defined in the Classification Ordinance as follows:

"An area no less than 10 contiguous acres or more than 1 contiguous square mile in size which is in a state of extreme economic depression evidenced by such factors, as defined in the rules and regulations as promulgated by the Office of the Cook County Assessor, among others, as (a) substantial unemployment; (b) a low level of median family income; (c) aggravated abandonment, deterioration, and underutilization of properties; (d) a lack of viable industrial and commercial buildings whose absence significantly contributes to the depressed economic and unemployment conditions in the area; (e) a clear pattern of stagnation or decline of real estate taxes within the area as a result of its depressed condition; (f) a manifest lack of economic feasibility for private enterprise to accomplish the necessary modernization, rehabilitation and development of the area without public assistance and encouragement; and (g) other factors which evidence an imminent threat to public health, welfare and safety."
[74-62]

The reduced assessment classification applies to new construction and reoccupied "abandoned" properties in their entirety, including the land upon which they are located. For projects involving substantial rehabilitation of existing structures, the reduced assessment level applies only to the added value attributable to the rehabilitation of the structure. If vertical or horizontal square footage has been added to the improvements, the land will also receive the incentive level of assessment, in the proportion that the square footage added by the rehabilitation bears to the total square footage of the improvements on the parcel. *(Please note that the additional value attributable to the rehabilitation for assessment purposes is likely to be lower than the actual amount spent on the rehabilitation.)*

Under the Ordinance, "abandoned property" qualifies if it consists of:

"Buildings and other structures that, after having been vacant and unused for at least 24 continuous months, and purchased for value by a purchaser in whom the seller has no direct financial interest." An exception to this shall be, "if the municipality or the Board of Commissioners, as the case may be, finds that special circumstances justify finding that the property is 'abandoned' for purpose of Class 8. The finding of abandonment, along with the specification of the special circumstances, shall be included in the resolution or ordinance supporting and consenting to the incentive application. Notwithstanding the foregoing, special circumstances may not be determined to justify finding that a property is deemed "abandoned" where:

- A. There has been a purchase for value and the buildings and other structures have not been vacant and unused prior to such purchase; or
- B. There has been no purchase for value and the buildings and other structures have been vacant and unused for less than 24 continuous months.

If the ordinance or resolution containing a finding of "special circumstances" is that of a municipality, the approval of the County Board of Commissioners is required to validate such a finding that the property is deemed "abandoned" for purposes of the incentive, and a resolution to that effect shall be included with the eligibility application.

Application Procedure for Certification of an Area

An Application seeking certification of an area as Class 8 can be filed only by the municipality in which the area is located, or by the Cook County Board of Commissioners if the property is located in an unincorporated area. The municipality or the County Board, as the case may be, must first adopt a resolution or ordinance stating that the Subject Area is in need of revitalization and that, without public assistance, development of the area cannot be accomplished. For an application for Class 8 certification of the area, a certified copy of the resolution or ordinance must be submitted to the Assessor along with data satisfying the Classification Ordinance definition of an area "in need of substantial revitalization". The application must include ample documentation of the depressed condition of the Subject Area and the surrounding "community area".

"Community area" is defined in Section 74-62 of the Ordinance as:

"An area within the City of Chicago so designated and identified by the Social and Economic Characteristics of Chicago's Population: Community Area Profiles, December, 1992, or revisions thereto, or in Cook County outside the City of Chicago, as defined by the municipality concerned or by the County in unincorporated areas." [Section 1(B)(10)]

The seven Section 74-62 factors indicating an area "in need of substantial revitalization", with suggestions for documentation (all data should cover at least 6 years), are as follows:

A. Substantial unemployment

Data relating to this condition is available from the Illinois Department of Employment Security for municipalities and community areas. The data should demonstrate a pattern or trend of employment below levels found in the rest of the County.

B. A low level of median family income

Data for this condition is in the Social and Economic Characteristics of Chicago's Population: Community Area Profiles, December, 1992, for the City of Chicago and in the U.S. Census of Population and Housing, for suburban areas. Data might also be presented showing a pattern or trend of above average, poverty level income in the area.

C. Aggravated abandonment, deterioration, and underutilization of properties

For residential property in the subject or surrounding areas, data for this condition will be found in the Housing Characteristics of Chicago's Households: Community Area Profiles, December, 1992. For commercial and industrial property, studies by realtors, financial institutions, appraisers and developers may be used.

D. A lack of viable industrial and commercial buildings whose absence significantly contributes to the depressed economic and employment conditions in the area

As in item C, subject and surrounding area data for this condition may be gathered from commercial and industrial realtors, financial institutions, appraisers and developers.

- E. A clear pattern of stagnation or decline of real estate taxes within the area as a result of its depressed condition

Documentation for this condition may be gathered from data on real estate taxes and assessments, delinquencies, tax sales and forfeitures for properties in the subject and surrounding areas.

- F. Manifest lack of economic feasibility for private enterprise to accomplish the necessary modernization, rehabilitation and development of the area without public assistance and encouragement

Data for this condition may be gathered from surveys of the area indicating trends in new construction, rehabilitation and abandonment and for trends of business movement into and out of the area. The source and extent of any public assistance given in the subject and surrounding areas should be identified.

- G. Other factors which evidence an imminent threat to public health, welfare and safety

Other data relating to general socio-economic factors in the subject and surrounding areas may be included here, such as crime statistics, fire statistics and building code violations.

Proof of "need [for] substantial revitalization" factors is cumulative and the Assessor need only be convinced that the overall pattern indicates economic stagnation. The absence of one of these factors, therefore, will not necessarily defeat the Class 8 Application. Since the Assessor may consider data for the "community area" surrounding the Subject Area, the local government should include this information in its Application. Also, factors evidencing the need for substantial revitalization, which are significantly more severe in the subject or surrounding areas than in the County as a whole, are of special importance in the Assessor's review of the Application.

In addition to the data evidencing the need for "substantial revitalization", the following documentation should also be supplied to the Assessor:

1. Five copies of the Application.
2. A current Sidwell map to a scale of 200 feet per inch, mounted and covered by acetate, clearly marked to identify the precise boundaries of the Subject Area. Permanent Index Numbers (PINS) should be current and undivided (partial PINS are not acceptable unless covered by a division petition on file with the Assessor's Office).
3. Four soft copies of the Sidwell map described above.
4. A plat of survey or other document verifying the total acreage of the Subject Area.
5. A description and map of the "community area", if the Subject Area is located in the City of Chicago, or of the municipality, if located in an area outside of Chicago.

Finally, while the municipality or the County Board is the formal applicant for Class 8 designation of an area, the community as a whole is the anticipated beneficiary. Other interested parties, including developers and community groups, may provide information in support or toward completion of an Application.

The Assessor will review the Application and supporting data and determine whether the area should be certified as "in need of substantial revitalization". Once granted, the certification will continue for five years and may be extended for one additional five-year period upon reapplication by the local government. Such application for an extension must be filed during the period between one year and six months prior to expiration of the initial five-year period. The Assessor will notify the local government one year prior to the expiration of the initial five-year period.

Application Procedure for Individual Properties

Once the Subject Area has been certified as "in need of substantial revitalization", individual property owners and developers within the area may apply to the Assessor for Class 8 classification for any new construction, substantial rehabilitation or re-occupancy of abandoned property for industrial or commercial use. Individual applications may similarly be made for properties located in any of the following five townships: Bloom, Bremen, Calumet, Rich and Thornton or any property obtained through the Cook County Tax Reactivation Project. The Class 8 Incentive Application for an individual property must be accompanied by a certified copy of an ordinance or resolution by the local government (or the County Board if the property is located in an unincorporated area) stating that the specific project is consistent with an overall plan for rehabilitation of the area. If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board stating that a resolution or ordinance supporting the incentive has been requested must be filed instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must also file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If at a later date the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 8 incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an "Incentive Appeal Form" requesting the actual class change. A copy of a municipal resolution or ordinance will be forwarded by the Assessor's Office to the secretary of the Cook County Board of Commissioners for distribution to the Commissioners from the affected districts.

Individual Class 8 applications for properties located within an eligible Class 8 areas, must be filed prior to the commencement of construction, rehabilitation or reoccupation. Upon completion of construction or reoccupation, the applicant must submit an "Incentive Appeal Form", requesting that the property be reclassified to Class 8. At the time of filing the appeal, an appeal fee of \$100.00 must be paid.

The following documentation should be submitted in support of an individual Class 8 application:

- A. A property description including the address, permanent index number(s), legal description, site dimensions and square footage, and building dimensions and square footage.
- B. A complete list of all owners, developers, occupants and other interested parties (including partnership owners and beneficiaries of a land trust) identified by name, address and nature and extent of interest.

C. A precise description of any industrial and commercial use of the property along with non-industrial or non-commercial uses, and the zoning specifications for the property.

D. Special information relating to the type of development planned, as follows:

1. For new construction or substantial rehabilitation:

- a. a current plat of survey (if available)
- b. floor plans or schematic drawings
- c. building permits, occupancy permits and wrecking permits with date of issue, when available (building permit and occupancy permit will be required in the post construction application)
- d. proposed date of construction start
- e. a description of the extent of construction or rehabilitation, and the estimated cost.
- f. the estimated date of completion

2. For reutilization of abandoned property:

- a. Evidence of the duration of abandonment. This may be satisfied by affidavits and records such as utility bills, Internal Revenue Service statements, certified business records, records of building code violations, etc.
- b. Evidence of purchase for value, such as a sale contract, recorded deed, assignment of beneficial interest, or real estate transfer declaration, or closing statement.
- c. Evidence of re-occupancy, such as sworn statements by persons with knowledge, occupancy permits and utility statements.
- d. For reutilization of property where the duration of abandonment based on special circumstances:
 - A copy of the finding of special circumstances by the municipality in which the real estate is located (or the County Board if the property is located in an unincorporated area) stating its approval of the abandonment period as well as a specification of the circumstances underlying its finding must be included in the resolution or ordinance supporting the incentive and must be filed at the time of the Class 8 Incentive Application for an individual property.
 - Where the finding is by a municipality, a resolution from the County Board stating its validation of the abandonment must also be filed at the time of the Incentive Application.

During the term of the incentive, the Class 8 recipient must file a triennial affidavit attesting to the use of the property and the number of workers employed at the Class 8 site. The Assessor will mail the affidavit to the Class 8 recipients at the time of their triennial reassessments. The affidavit must be verified and returned to the Assessor within three weeks. Failure to file the triennial report within that time will result in the loss of the incentive.

Class 8 classification may be renewed during the last year in which a property is entitled to a 10% assessment level or when the incentive is still applied at the 15% or 20% assessment level. A renewal application must be filed, along with a certified copy of a resolution or ordinance adopted by the municipality in which the real estate is located (or by the County Board, if the property is located in an unincorporated area of Cook County). The resolution or ordinance must expressly state that the municipality or County, as the case may be, supports and consents to the renewal of the Class 8 incentive and that it has determined that use of the property is necessary and beneficial to the local economy. The notice of intent to request renewal will be forwarded by the Assessor's Office to the Cook County Board. The owners must notify the Assessor's Office of their intent to request this renewal prior to their requesting a resolution or ordinance from the municipality or County Board. The number of renewal period requests is not limited.

Questions about the Class 8 incentive program may be directed to the Incentives Department of the Cook County Assessor's Office, 118 N. Clark, 3rd Floor, Chicago, IL 60602, (312) 603-7529.

TO: Mayor Nelson and Board of Trustees
FROM: Scott Bugner, Building and Zoning Administrator
DATE: December 19, 2022
SUBJECT: Consideration of a Class 8 Renewal Request - Ingalls
Third Floor



Ingalls Memorial Hospital has submitted a petition requesting the extension of the Class 8 Real Estate Tax Incentive for the third floor of Ingalls Family Care Center located at 19550 Governors Highway.

A similar request was considered and approved for floors one and two in 2017.

In accordance with the Annexation Agreement between Ingalls and the Village, Ingalls agreed to make the Village whole for the Village share of real estate taxes which is an agreement that they will uphold with the renewal as stated in their petition. To date, Ingalls has reimbursed the Village for \$820,866.25. Staff recommends that a "make-whole" agreement continues.

The Ingalls facility has generated jobs and increased our daytime population. It is also a facility associated with the University of Chicago, which increases prestige.

Attached for your consideration is the petition seeking an endorsement of an extension to the Class 8 Tax Incentive.

Approval of an extension requires a 3/4 vote (6 affirmative votes) from the Corporate Authorities (meaning a vote inclusive of the Mayor). If the Board is inclined to approve, the Resolution in support of Class 8 is on the agenda for your consideration.

**PETITION SEEKING TO OBTAIN THE VILLAGE OF FLOSSMOOR'S ENDORSEMENT OF AN
EXTENSION TO THE CLASS 8 TAX INCENTIVE**

PETITIONER: INGALLS MEMORIAL HOSPITAL
(d/b/a Ingalls Family Care Center – Flossmoor)
19550 Governors Highway
Flossmoor, Illinois 60422
Parcel No. 31-11-401-022-0000

DATE SUBMITTED: November 30, 2022

Ingalls Memorial Hospital ("Petitioner") seeks the Village of Flossmoor's ("Village") endorsement of Petitioner's application for the extension of the Class 8 Real Estate Tax Incentive for the property identified as 19550 Governors Highway, Flossmoor, Illinois 60422 and identified by Parcel Number 31-11-401-022-0000. The extension request pertains to floor 3 of the 3-floor facility and this portion is identified by the Cook County Assessor's Office as Control Number 8370. Floors 1 & 2 are identified by the Cook County Assessor's Office as Control Number 8130 and is not part of this petition. However, a similar request was made in 2017 to request an extension for the Class 8 Tax Incentive for the Floors 1 & 2 portion and the Village issued Resolution #2017-9 – A Resolution of the Village of Flossmoor, Illinois in Support of the Class 8 Renewal Incentive.

Ingalls Memorial Hospital is petitioning the Village of Flossmoor's endorsement for the extension of the Class 8 tax incentive as the continuation of the Class 8 tax incentive is of vital economic importance for the Petitioner. In support of Petitioner's petition, the following is offered:

Annexation Agreement Contemplated Continued Cooperation of Ingalls Class 8 Incentive

The Annexation Agreement, Paragraph 15, Class 8 Designation, states the following:

The Village agrees to fully cooperate with Owner to secure for the Property Class 8 designation by the County of Cook as currently provided, or as provided after the effective date of this Agreement, provided the Class 8 program then in effect is substantially similar to the program as it exists as of the date of this Agreement, in order to allow the Owner to take full advantage of the lower assessed valuation rates for Class 8 properties, and as a means of reducing the real estate tax impact ordinarily applicable to commercial properties in Cook County. Such cooperation shall include but shall not be limited to the timely enactment of such ordinances and resolutions necessary and desirable to obtain such designation, as well as the securing, obtaining, providing, developing and transmitting of documentation, correspondence and other information requested or required by the Owner or the County of Cook from time to time in order to secure such Class 8 designation. The parties acknowledge that the Owner, in its sole discretion, may seek Class 8 designation initially for less than all of the real estate constituting the Property and may, from time to time, seek such designation for other portions of the Property or for further development on the Property, on one or more occasions during the term of this Agreement. The Village shall fully cooperate with Owner to secure for such portions of the Property or for further development on the Property Class 8 designation by the County of Cook, as provided herein, in each instance wherein the owner may decide in its sole discretion to seek Class 8 designation, provided however, that Owner's actions to secure additional Class 8 designations must be initiated by the filing of a petition or petitions or similar request or requests by Owner with the Village not later than ten (10) years after the sooner of the date an occupancy permit shall have been issued by the Village with respect to the improvements to be constructed on the Property, and one year after the effective date of this Agreement. *With respect to any petitions or similar by Owner to the Village for additional Class 8 designations, which shall be filed with the Village later than ten years after the sooner of the date an occupancy permit shall have been issued by the Village with respect to the improvements to be constructed on the Property, and one year after the effective date of this Agreement, the Village shall not be obligated to cooperate with Owner in obtaining Class 8 designation, but may so cooperate, such cooperation being subject to Village approval, which approval shall not be unreasonably withheld.* (Emphasis Added).

Annexation Agreement Ensures Continued Repayment by Ingalls of Real Estate Taxes as Reduced by Class 8 Incentive

In the Annexation Agreement, Paragraph 15, Class 8 Designation, it states the following:

In consideration for the Village's agreement to cooperate with Owner in obtaining Class 8 designations as provided herein, Owner agrees to reimburse the Village on an annual basis for the reduction ("Reduction") of its portion of the real estate taxes by reason of the actual granting by the County of Cook of Class 8 status for the property, or portions thereof from time to time.

As stated above, the Petitioner has reimbursed the Village for the reduction of its portion of the real estate taxes by reason of the issuance of the Class 8 Incentive for all floors of the Ingalls Family Care Center – Flossmoor. The reimbursed amount on an annual basis is as follows:

Year	TAX
2020	\$53,877.72
2019	\$67,510.21
2018	\$62,036.77
2017	\$49,669.47
2016	\$83,489.40
2015	\$84,200.05
2014	\$82,731.26
2013	\$66,062.81
2012	\$65,151.50
2011	\$34,120.18
2010	\$35,757.39
2009	\$34,631.12
2008	\$34,029.56
2007	\$35,937.28
2006	\$31,661.53
Totals	\$820,866.25

Petitioner will continue to reimburse the Village for the reduction of its portion of the real estate taxes by reason of the issuance of the Class 8 Incentive for all floors of the Ingalls Family Care Center – Flossmoor for the current Class 8 designation and any additional extensions to the original term(s) of the Class 8 designation(s).

Medical Practice Landscape Has Changed Significantly Since Original Petition

The medical field has experienced significant consolidation as insurance companies and hospitals have been forced to reexamine their approach. With Ingalls Memorial Hospital joining the University of Chicago Medical Center's health system, the feasibility of both parties' locations and practices in relation to total market share is necessarily a part of the over-all integrations analysis. Presently, the University of Chicago Medical Center operates a medical facility at the corner of 143rd Street and LaGrange Avenue in Orland Park, Illinois. This property is presently 100% exempt from real estate taxation. Furthermore, Ingalls Memorial Hospital has experienced significant financial and operational challenges since the onset of the pandemic and has faced much adversity in its efforts to adapt to the increasingly volatile healthcare landscape. In an effort to decrease operating costs, Ingalls Memorial Hospital has vacated and sold a facility at the corner of Cicero Avenue and Lincoln Highway, Matteson, Illinois while also partitioning and selling a parcel of real estate (that included a structure) in Calumet City, Illinois. Accordingly, the optimal viability of the Ingalls Family Care Center- Flossmoor remains of paramount interest to Ingalls and must be maintained to offset the ongoing challenges within the health care environment.

Impact of Tax Increase due to Change in Classification from Class 8 to Class 5

The profitability of the Ingalls Family Care Center- Flossmoor will be significantly impacted by the change in Classification from Class 8 to Class 5. This change will result in an increase in real estate taxes of 150% for the facility. Such an increase in the annual real estate tax liability will make the future of the facility questionable.

Loss in Tax Reimbursement is Significant to Village of Flossmoor

For tax year 2020, Ingalls reimbursed the Village of Flossmoor \$53,877.72 for the Class 8 incentive benefit. In the event the Class 8 is allowed to expire for all portions of the property,

the reimbursement amount will be reduced to zero. Although the classification of the facility will change from Class 8 to Class 5 and the assessment level be increased from 10% of market value to 25% of market value, the increase in taxes paid by the Petitioner will not result in any additional money collected by the Village of Flossmoor as the local tax rate will be adjusted. Namely, the tax extension by the Village of Flossmoor will remain static, but the Village of Flossmoor levied tax rate will decrease. Thus, the Class 8 benefit and the reimbursement by the Petitioner provides additional funds that would not otherwise be collected.

Conclusion

Based on the above, it is respectfully requested that that Village of Flossmoor consent to the extension of the Class 8 Real Estate Tax Incentive for Floor 3 of the Ingalls Family Care Center-Flossmoor by issuing a Resolution in support for the extension of the Class 8 Real Estate Tax Incentive.

TO: Mayor Nelson and Board of Trustees
FROM: Scott Bugner, Building and Zoning Administrator
DATE: December 19, 2022
SUBJECT: Consideration of a Resolution in Support of a Class
Renewal - Ingalls Family Care Center



At the December 19, 2022 Village Board meeting, a request for a motion to consider advancing a petition for a Class 8 renewal will be on the agenda. In addition, Ingalls is scheduled to present their petition to the Village Board if the motion to advance should pass. Attached is a resolution for the Board's consideration if the Board is in favor of extending the Class 8 for the third floor of Ingalls Family Care Center.

RESOLUTION # _____

**A RESOLUTION OF THE VILLAGE OF FLOSSMOOR, COOK COUNTY, ILLINOIS IN SUPPORT OF
CLASS 8 RENEWAL INCENTIVE (19550 Governors Highway- Ingalls Family Care Center)**

WHEREAS, Ingalls Memorial Hospital (“Petitioner”) has filed a petition seeking the Village of Flossmoor’s (“Village”) endorsement of Petitioner’s application for the extension of the Class 8 Real Estate Tax Incentive for the property identified as 19550 Governors Highway, Flossmoor, Illinois 60422 and identified by Parcel Number 31-11-401-022-0000. The extension request pertains to floor 3 of the 3-floor facility and this portion is identified by the Cook County Assessor’s Office as Control Number 8370; and

WHEREAS, Petitioner has previously entered into an annexation agreement with the Village regarding the above property and other property, which agreement anticipates the continuing cooperation of the parties with respect to Class 8 incentives and the renewal thereof; and

WHEREAS, Petitioner did present its petition to the Mayor and Board of Trustees at their meeting on December 19, 2022 which petition did commit to being bound by the “make whole” provisions of the annexation agreement with respect to this petition for renewal upon the same terms as contained in the annexation agreement; and

WHEREAS, the Petitioner intends to continue the operation of the subject property as a medical health care facility; and

WHEREAS, the Petitioner has made a full economic disclosure to the Village and has affirmed that all real estate taxes are paid in full for properties owned and occupied in the State of Illinois, has no federal and or state income tax levies and has demonstrated sound fiscal and continued economic viability; and

WHEREAS, The Mayor and Board of Trustees have duly considered all of the above and do find that it is in the best interests of the Village to grant the requested extension of the class 8 incentive as requested, and they do further find that the petition has been submitted in compliance with all Village requirements.

NOW THEREFORE, BE IT RESOLVED, that:

1. The preambles above are incorporated herein; and further
2. The Village of Flossmoor supports and consents to the Application of Petitioner for Class 8 Renewal incentive for the property identified above to be filed with the Cook County Assessor’s Office.

Passed by the Mayor and Board of Trustees of the Village of Flossmoor, Cook County, Illinois

this _____ day of _____, 2022.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

PASSED: _____

APPROVED: _____

PUBLISHED: _____

APPROVED:

Mayor

ATTEST:

Village Clerk

TO: Bridget Wachtel, Village Manager
FROM: Keith Taylor, Deputy Chief
DATE: December 19, 2022
SUBJECT: Presentation on Bail Reform and the Third SAFE-T Act
 Trailer Bill



FLOSSMOOR

The Safety, Accountability, Fairness and Equity-Today Act (SAFE-T Act), which was signed into law on 7/01/21, aimed at improving police accountability, training, and addressing inequalities and injustices in the criminal justice system. Many of the laws of the Act were set to gradually effectuate every year to allow ample time for the entire law enforcement apparatus to prepare for the impending changes. The Pretrial Fairness Act was also passed via the SAFE-T Act and calls for comprehensive pretrial reform. A report by the Illinois Supreme Court Commission on Pretrial Practices noted the results of studies showing individuals held in jail prior to trial, even for short durations, have worse outcomes. They are at higher risk for unemployment as a result of missed work days, have higher rates of sentence disparity, and a greater likelihood of reoffending. It is also the position of those desiring bail reform that bail does not guarantee pre-trial confinement of those that pose a true risk to the public. Rather, it ensures those with means are able to post bail and those without, are not.

On January 01, 2023, the elimination of cash bail will take effect. Victim and survivor advocate groups, The Illinois Association of Chiefs of Police, and the Illinois Sheriff's Association, lobbied for amendments to the bill regarding cash bail elimination and other laws believing the law as it stood would place the public in more danger. The third trailer bill to the SAFE-T Act (SA001 and SA002 HB1095) was sent to the Illinois General Assembly. It passed the Senate on 11/30/22, and passed the House on 12/01/22. Gov. Pritzker signed the bill on 12/06/22. "The bill addresses misinformation related to the Act, including clarifying the detention net, expanding processes for transitioning to cashless bail and specifying definitions of willful flight and dangerousness, among other changes (Illinois.gov)." In the following paragraphs, I will list some of the more notable changes regarding detainable offenses, hearings, warrants, trespass, misdemeanor citations, and traffic offenses with language extracted from the trailer bill.

Clarification Regarding Detainable Offenses:

The trailer bill expands the list of detainable offenses. It adds various offenses to the detention net with the intention of detaining people who pose a danger to the public and release of those who do not. According to Sec. 110-6.1 Denial of pretrial release,

"Upon verified petition by the State, the court shall hold a hearing and may deny a defendant pretrial release only if: (1) the defendant is charged with a felony offense other than a forcible felony for which based on the charge or the defendants criminal history, a sentence of imprisonment, without probation, periodic imprisonment or conditional discharge, is required by law upon conviction, and it is alleged that the defendant's pretrial release poses a real and present threat to the safety of any person or persons or the community, based on specific articulable facts of the case. (1.5) the defendant's pretrial release poses a real and

present threat to the safety of any person or persons or the community, based on the specific articulable facts of the case, and the defendant is charged with a forcible felony.”

The trailer defines forcible felonies as used in this Section as

“treason, first degree murder, second degree murder, predatory criminal sexual assault of a child, aggravated criminal sexual assault, criminal sexual assault, armed robbery, aggravated robbery, robbery, burglary where there is use of force against another person, residential burglary, home invasion, vehicular invasion, aggravated arson, arson, aggravated kidnaping, kidnaping, aggravated battery resulting in great bodily harm or permanent disability or disfigurement or any other felony which involves the threat of or infliction of great bodily harm or permanent disability or disfigurement.”

Dangerousness Standard:

The dangerousness standard, which is what a prosecutor must show to detain an individual on grounds the individual is a threat, is made consistent throughout the bill. It also includes “threat to the community,” based on specific articulable facts of the case. There remains concern as to whether there will be consistency among the judges in determining which alleged offenders will be detained.

Hearings:

Non-detainable offense hearings must be within 7 days, willful flight hearings within 60 days, and threat to safety hearings within 90 days. Those detained but considered flight risks would have a hearing within 60 days and those considered to be potential threats to safety would have a hearing within 90 days. We anticipate receiving more information from the Office of the Clerk of the Circuit Court of Cook County on how they will facilitate these hearings.

Willful Flight:

The definition of willful flight is improved by the bill and defined as, “intentional conduct with a purpose to thwart the judicial process to avoid prosecution. Isolated instances of nonappearance in court alone are not evidence of the risk of willful flight. Reoccurrence and patterns of intentional conduct to evade prosecution, along with any affirmative steps to communicate or remedy any such missed court date, may be considered as factors in assessing future intent to evade prosecution.”

Prompt Remote Hearings:

The trailer bill now requires a defendant to have a hearing if a person remains in pretrial detention 48 hours after having been ordered released with pretrial conditions, the court shall hold a hearing to determine the reason for continued detention. The bill also corrects inconsistent language regarding the use of remote hearings. It allows remote court hearings if the defendant waives the right to appear in person, if the court determines a remote hearing is necessary to protect the health or safety of any person involved, or the court determines it is

necessary due to operational challenges.

Warrants:

The trailer bill corrects a previous drafting error prohibiting the use of bench warrants (a judge issues a warrant from their bench for the arrest of a person, usually for their failure to appear for a previous court date). It also clarifies that a judge can issue arrest warrants or a summons when someone misses a court date and additional language was added to rely more on summons rather than warrants as it relates to missed court dates. Summons can be provided in person, and by certified or regular mail. With respect to existing warrants, those issued prior to 1/01/23, remain in effect until they are resolved. The cash bond component also stays in effect. Therefore, two systems will be operating until cash bond warrants are resolved.

Trespass/Misdemeanor Citations/Traffic Offenses:

The trailer bill amendment requires an officer to issue a citation in lieu of custodial arrest upon proper identification for those accused of any offense that is not a felony or Class "A" misdemeanor unless a law enforcement officer reasonably believes the accused poses a threat to the community or any person, a custodial arrest is necessary because the criminal activity persists after the issuance of a citation, or the accused has an obvious medical or mental health issue that poses a risk to the accused's own safety. This clarifies language regarding the ability to arrest, detain, and remove subjects committing Class B (second most serious criminal misdemeanor charge carrying a maximum penalty of up to 180 days in jail and/or a fine of up to \$1,500) and C misdemeanors (the least serious classification of misdemeanors which carries a penalty of up to 30 days in jail and/or a fine of up to \$1,500), or those who continue the criminal conduct after being issued a citation or a notice to appear. The Village of Flossmoor has already established local ordinances for the more common types of these violations we encounter such as criminal trespassing, and criminal damage to property and endangerment. These offenses may fall under the misdemeanor classifications of "B" or "C" respectively depending on the particulars of the committed offense.

The Clerk of the Circuit Court of Cook County has begun the process of disseminating citation and notice to appear forms and they will be holding training sessions on the subject beginning December 21, 2022. The bail amendments should reduce the amount of people we take into custody for certain offenses. It should also reduce overtime and other costs associated with prisoner care. In summary, the Flossmoor Police Department stands ready to adapt to whatever changes are brought about by the amendments to the SAFE-T Act and remain mission focused to provide exemplary service to the community with observance of all federal, state, and local laws governing the rights of our residents. I will present on the subject matter contained in this memorandum at the December 19, 2022 board meeting and answer any questions from the Board.