



# VILLAGE OF THORNTON

## Board Meeting

June 17, 2024 at 7:15 PM

Village Hall – 115 East Margaret St

## AGENDA

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### I. Call to Order

### II. Approval of Committee & Regular Meeting Minutes; and Vouchers

[A.](#) June 3, 2024 Regular Board Meeting Minutes

[B.](#) June 3, 2024 Committee Meeting Minutes

[C.](#) Vouchers

### III. Public Comment

### IV. Committee Topics

### V. Treasurer Frye

[A.](#) Treasurer's Report

### VI. Administrator Wiak

[A.](#) 60 month (5 year) agreement between the Village of Thornton and Impact Networking, LLC Indiana for the replacement and maintenance of six (6) Village copy machines for a total of \$82,440.60 over the course of the agreement.

### VII. Attorney Dillner

[A.](#) Resolution and Redevelopment Agreement for 110 S. Williams

### VIII. Acting President Pisarzewski

### IX. Old & New Business

[A.](#) City of Elmhurst - Residential Chicken Keeping

Draft of the Village of Thornton's Chicken Ordinance

### X. Executive Session

A. Police Contract Negotiations and Insurance for Retirees

### XI. Adjournment



VILLAGE OF THORNTON, COUNTY OF COOK  
MINUTES OF THE REGULAR BOARD MEETING – JUNE 3, 2024

CALL TO ORDER

Acting President Piszewski called the Regular Meeting to order at 7:30 p.m.

Acting President Piszewski reported the meeting was being recorded by Clerk Piszewski and also recorded live on social media.

PLEDGE AND INVOCATION

Acting President Piszewski led the pledge to the flag, followed with a moment of silence for our public servants, our military, our recently deceased, and our sick especially Kim Swetlik.

ROLL CALL

Present at Roll Call: Acting President Piszewski, Trustees Cunningham, Reynolds, Kaye, Glaser; Recreation Director Dunlop; Police Chief G. Beckman; Public Works Superintendent Roberts; Fire Chief Schweitzer.

Also Present: Administrator D. Beckman; Attorney S. Dillner; Treasurer Frye; Engineer Kaminsky.

Absent: Trustee Atkinson.

PRESENTATIONS

Deputy Chief Wesolowski commented on the well-deserved retirement of Police Chief Glenn Beckman after 32 years of service with the Thornton Police Department. He touched on Chief Beckman’s career with the Village, and how deeply grateful everyone is for his service and commitment to the community he served. Deputy Chief Wesolowski wished Chief Beckman a retirement filled with joy, relaxation and satisfaction knowing he made such a difference in so many lives.

Administrator Doug Beckman was also honored for his service with the Thornton community – from beginning his career as a police officer, advancing to Police Chief, and eventually being appointed to Village Administrator for a total of 31 years. Acting President Piszewski wished Administrator Beckman a happy retirement.

President Piszewski presented Administrator Beckman and Police Chief Wesolowski with retirement certificates and engraved watches from the Village, and commented on how much both gentlemen are going to be missed.

SWEARING IN OF NEW ADMINISTRATOR

Melissa Wiak was sworn in as the Interim Village Administrator by Clerk Piszewski. On behalf of the Board members, Acting President Piszewski congratulated Administrator Wiak and welcomed her to the Village.

MINUTES

Motion by Trustee Reynolds, seconded by Trustee Glaser, to approve the Committee meeting minutes of May 6, 2024, as presented.

All in favor.

Abstain: Trustee Kaye.

Absent: Trustee Atkinson.

Motion carried.

Motion by Trustee Cunningham, seconded by Trustee Glaser to approve the Board meeting minutes of May 6, 2024, as presented.

All in favor.

Abstain: Trustee Kaye.

Absent: Trustee Atkinson.

Motion carried.

Motion by Trustee Kaye, seconded by Trustee Glaser, to approve the Committee meeting minutes of May 20, 2024, as presented.

All in favor.

Absent: Trustee Atkinson.

Motion carried.

Motion by Trustee Glaser, seconded by Trustee Reynolds, to approve the Board meeting minutes of May 20, 2024, as presented.

All in favor.

Absent: Trustee Atkinson.

Motion carried.

PUBLIC COMMENT

Kathleen Andersen Reingold, 106 East Harriet, commented on how difficult it is to hear the Board when any one speaks. She asked for the Board members to speak into their microphones. Ms. Reingold asked if there is public comment allowed when discussing the Appropriation. Attorney Dillner responded that, by law, the Village is required to publish notice in a local newspaper 10 days before the hearing, which is tentatively set for July 1. Treasurer Frye added the Appropriation is available for public review at the Village Hall 10 days before the hearing.

Ms. Reingold stated there doesn't seem to be an end in sight as far as recovering from the cyber attack. She specifically was concerned about updating the Village web site. She questioned what type of fees have been paid up to this point pertaining to this attack, and what steps are being taken so it doesn't happen again.

Ms. Reingold commented that, when water bills are mailed late, it gives residents an excuse not to pay them on time. Lastly, she asked why the Village engineer is doing some type of work for Skyline. Attorney Dillner stated, in order for Skyline to get a building permit, they submit plans from their engineer. The Village engineer reviews the plans; and the cost of the Village engineer is included in the building permit fee.

VOUCHERS

Acting President Pisarzewski asked for a motion to approve the payment of the prepaid vouchers in the amount of \$797.50, and vouchers in the amount of \$791,737.97 for a total of \$792,535.47 of which \$127,498.29 is from the SOS Grant.

Motion by Trustee Reynolds, seconded by Trustee Kaye, for the warrants to be drawn and vouchers be paid and placed on file for audit.

Ayes: Trustees Reynolds, Kaye, Glaser, Cunningham, Acting President Pisarzewski.

Nays: None.

Absent: Trustee Atkinson.

Motion carried.

COMMITTEE REPORTS

No reports.

TREASURER’S REPORT

No report.

ATTORNEY’S REPORT

No report.

ADMINISTRATOR’S REPORT

No report.

PRESIDENT’S REPORT

Motion by Acting President Pisarzewski, seconded by Trustee Reynolds, to appoint Melissa Wiak as the Interim Administrator for the Village of Thornton, effective immediately.

Ayes: Acting President Pisarzewski, Trustees Reynolds, Cunningham, Kaye, Glaser.

Nays: None.

Absent: Trustee Atkinson.

Motion carried.

OLD BUSINESS

No report.

NEW BUSINESS

Trustee Cunningham expressed concern about the Village Hall hours changing to 8:00 to 4:30. Most people work until 6:00, there are no Saturday hours and no other department gets summer hours. She asked how the residents are going to be accommodated.

Clerk Pisarzewski responded the ten-hour day was too difficult, so she decided to go back to the eight-hour day. If there is a problem with a resident’s sewer or water and it’s not an emergency, Public Works closes at 3:00 and the resident must wait until the next day. The Police Department office closes at 4:30 p.m. If a resident works until 5:00 p.m., whether the clerk’s office closes at 4:30 or 5:00 is not going to make a difference. The clerk chose to keep the office open early because there have been a lot more residents taking advantage of the morning hours rather than the evening hours. When asked, resident feedback has been positive about the new hours. The clerk’s office also tried alternating lunches; but it hasn’t

worked, especially when it's busy. Also, there are only two people in the clerk's office, if you have one person on vacation or sick and the office has to now close for lunch, then residents are upset about that because it's not scheduled to be closed.

Lastly, there are multiple ways to pay water bills. Residents can sign up for the ACH where the amount of their bill is taken directly from their bank account. Residents can drop their bills off in the locked drop box behind Village Hall. They can go on line and pay their bill through LexisNexis. Residents can call the clerk's office during operating hours and we will take a credit card payment over the phone for them. Or they can come in and pay directly at the office.

Trustee Reynolds asked for Board discussion regarding residents having chickens in Thornton back on the agenda. Trustee Glaser seconded the suggestion. This discussion will be on the agenda for the next Village meeting. Attorney Dillner will provide the Board with the prior chicken ordinance that was drafted. Trustee Reynolds would also like to see the Elmhurst ordinance that was discussed this evening.

ADJOURNMENT

There being no further business for the good and welfare of the Village, a motion was made by Trustee Reynolds, seconded by Trustee Reynolds, to adjourn the Regular meeting. All in favor.  
Motion carried.

Acting President Pisarzewski adjourned the Regular Board meeting at 7:59 p.m.

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Joseph Pisarzewski, Acting President

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Debra L. Pisarzewski, Clerk

VILLAGE OF THORNTON, COUNTY OF COOK  
MINUTES OF THE COMMITTEE MEETING – JUNE 3, 2024

CALL TO ORDER

Acting President Pisarzewski called the Meeting to order at 7:00 p.m.

Acting President Pisarzewski reported the meeting was being recorded by Clerk Pisarzewski and also recorded live on social media.

ROLL CALL

Present at Roll Call: Acting President Pisarzewski, Trustees Cunningham, Reynolds, Kaye, Glaser; Recreation Director Dunlop; Police Chief G. Beckman; Public Works Superintendent Roberts; Fire Chief Schweitzer.

Also Present: Administrator D. Beckman; Attorney S. Dillner; Engineer Kaminsky; Treasurer Frye.

Absent: Trustee Atkinson.

PUBLIC COMMENTS

Kathleen Andersen Reingold, 106 East Harriet, stated, if the Village felt it should have a parade for Memorial Day, it should be silent to honor those that died while serving our country. She would like to see a separate Veteran’s Day luncheon for the veterans; but for those who have died or put their lives on the line, that’s a special kind of funeral. There should be no parade at all. We need to show more respect.

Ms. Reingold asked the process by which \$400,000 was to be paid for the new water meters to Calumet City. Administrator Beckman explained an RFP was put out requesting bids to replace over 1000 water meters in homes and businesses in Thornton. This was the lowest bid received. When asked, Administrator Beckman stated there is a breakdown of the costs involved in the RFP document, and he will get that information to Ms. Anderson.

Noel Wiora, 315 Water Street, thanked Administrator Beckman for everything he has done for the Village and happiness in his retirement. She spoke to the Board in support of allowing residents to own chickens in Thornton. Last week, the chicken industry was hit hard with bird flu which is going to cause the cost of eggs to skyrocket. She reiterated her reasons why the Village should support allowing residents to keep chickens, including many surrounding communities are changing their laws to allow chickens. Allowing chickens in Thornton supports food security, enhances community resilience, provides educational opportunities, has environmental benefits, and so many other things.

**Budget and Finance Report** – Trustee Reynolds reported there is a draft of the budget that’s still being worked on by Administrator Beckman and Treasurer Frye. Administrator Beckman stated, as soon as there is a final draft of the budget, it will be released.

Treasurer Frye provided the Board with an updated summary report. Some adjustments have been made: An overtime expense for the clerk’s office was added due to trying to get lost data back into the system which is going to require overtime. There was a small error in the street department’s payroll which tweaked the payroll taxes and retirement benefits a bit. Regarding the Downtown TIF III, with having the gas station come off the tax roll, we are anticipating no revenue coming into that fund but we are budgeting expenses for that fund. There is a small amount of cash in that fund currently, but more expenses are being budgeted than what there is cash on hand. So the Village picked up a transfer of a loan from the general fund into the Downtown TIF fund of \$45,000. Even though this is a loan which will be paid back sometime in the future, for cash flow purposes in budgeting, that needed to be accounted for. In the debt service fund, the Village only is receiving about 90 percent of its levy. A small transfer was budgeted from the General Fund into the debt service fund of about \$15,000 to be sure money was there for bond expenses. The good thing for the tax levy is one bond is rolling off this year and saving the Village about \$200,000 in its tax levy.

Treasurer Frye stated the water and sewer fund is in a negative cash position. The sewer rates have not changed for the last twelve years. In order for this fund to be self-sufficient, she suggested increasing the sewer rate to cover this deficit. She stated, in the coming months, the Board needs to address this issue or the Village will be borrowing from the General Fund to subsidize the water and sewer fund. In the water capital fund, the IEPA loan repayments were computed into the budget which will begin in February of 2025. There are sufficient funds to cover those payments.

The budget for the General Fund is based on a 4.9 percent increase in the tax levy. So whatever is approved in anticipated revenue on the tax levy is what the Board needs to hold to in November/December when the tax levy is done. The good news is, because of the fact that \$200,000 is rolling off of the bonds, the overall increase to the tax levy is less than 2 percent. The 4.9 is based on the levy without the debt service; but because the debt service is rolling off, the overall increase is less than 2 percent.

Treasurer Frye commented, with the addition of the full-time Fire Department, the Village has doubled its Fire Department costs in the last three years – that funding needs to be considered somewhere. The Board approved a Fire Department contract recently. The Village is under negotiations for the Police



contract. So it's necessary that the Board hold to this projected tax revenue levy.

A detailed complete file will be provided to the Board; and she is requesting the budget be approved at the next Board meeting. Then the Appropriation Ordinance can be finalized so it can be approved at the first meeting in July. This ordinance must be filed with Cook County by the end of July. There are no extensions granted.

Treasurer Frye stressed this is the Village's operating budget. Last year, the Board approved the Appropriation Ordinance at a percentage over the operating budget. She suggested putting the Appropriation Ordinance on the agenda for the first meeting in July. Then if there is a problem, it can still be approved at the second meeting in July. At the next meeting in June, Treasurer Frye would need to know what numbers are in the budget and she can move forward with the Appropriation Ordinance formatting for the July 1<sup>st</sup> Board meeting. Last year, the Board approved the Appropriation Ordinance at a percentage over the operating budget which would leave a little bit of leeway in case something comes up. Administrator Beckman suggested, if anyone contacts Treasurer Frye with questions or concerns, to please copy Melissa Wiak to help familiarize her with the budget. Attorney Dillner commented there needs to be four yes votes to pass the budget.

**Community Center 40<sup>th</sup> Anniversary** – Trustee Kaye announced it's the 40<sup>th</sup> anniversary of the Community Center. There is going to be a party on June 22, from 3:00 to 6:00 p.m. There will be games, raffles and prizes.

ENGINEER'S REPORT

No report.

TREASURER'S REPORT

No further report.

ATTORNEY'S REPORT

**603 and 605 Ridge Road** – Attorney Dillner reported the closing for 603 and 605 Ridge Road is scheduled for tomorrow morning. Those two parcels are being sold by the Village to the cemetery. There was another part of that transaction for the storage lockers which involves tax deeds that are still in court.

**110 South Williams** – Attorney Dillner stated, at the last meeting, the Board considered a couple proposals on 110 South Williams. He recommended entering into a Redevelopment Agreement with Ken Zeperelli who agreed to pay \$5,000 for that property. Attorney Dillner is asking for a consensus of the Board to prepare the Redevelopment Agreement. It would be a standard agreement where the buyer pays closing costs and agrees to rehab the property within a year

or it reverts back to the Village. There is a substantial amount of work that needs to be done to that building. There was a consensus of the Board to have Attorney Dillner prepare the Redevelopment Agreement.

**Mobil Gas Station** – Attorney Dillner reported there is an ongoing discussion with someone interested in the Mobil gas station. There are still a number of unresolved issues. He suggested that he work with the new administrator, and meet with the interested party to work out some of these issues.

ADMINISTRATOR’S REPORT

No report.

PRESIDENT’S REPORT

No report.

OLD BUSINESS

Trustee Reynolds asked the status of the May 6 minutes. How do they get approved. Acting President Pisarzewski stated the minutes were amended and are in the Board’s packet for approval.

NEW BUSINESS

No report.

ADJOURNMENT

There being no further business for the good and welfare of the Village, a motion was made by Trustee Glaser, seconded by Trustee Kaye, to adjourn the Committee meeting.

All in favor.

Motion carried.

Acting President Pisarzewski adjourned the Committee meeting at 7:29 p.m.

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Debra L. Pisarzewski, Clerk

# REQUEST FOR CHECK

Date June 7, 2024

Section II, Item C.

Payable To Michelle R. Michels

Address 112 E Marion St

City Thornton State IL Zip Code 60476

Amount \$ 25<sup>00</sup> Charge To Account No. \_\_\_\_\_

Or Charge To 01-51-8006

For Fees incurred due to decline of Positive Pay

REQUESTED BY <u>DAP</u>	APPROVED BY	CHECK ISSUED BY
		CHECK NO.

TOPS  FORM 1218

LITHO IN U.S.A.

# REQUEST FOR CHECK

Date 6.12.24

Section II, Item C.

Payable To USPS

Address 103 E. Eleanor

City Thornton State IL Zip Code 60476

Amount \$ 549.61 Charge To Account No. \_\_\_\_\_

Or Charge To 01-61-7065

For Rec Center Postage for postcards

REQUESTED BY	APPROVED BY	CHECK ISSUED BY
		CHECK NO.

# REQUEST FOR CHECK

Date 6/7/2024

Payable To Transamerica Retirement Solutions

Address Remittance Processing Ctr, P.O. Box 13029

City New York State NY Zip Code 10087-3029

Amount \$ 61.66 Charge To Account No. 01-01-2233

Or Charge To \_\_\_\_\_

For Replace transmittal check 70124

Positive pay declined thru bank

REQUESTED BY <u>DAP</u>	APPROVED BY	CHECK ISSUED BY  CHECK NO.
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Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
<b>GENERAL FUND</b>				
Total GENERAL FUND:				35,442.97
<b>WATER FUND</b>				
Total WATER FUND:				49,028.54
<b>MOTOR FUEL TAX FUND</b>				
Total MOTOR FUEL TAX FUND:				575.00
<b>SOS GRANT</b>				
Total SOS GRANT:				105,628.84
Grand Totals:				190,675.35

Report Criteria:  
 Detail report.  
 Invoices with totals above \$0.00 included.  
 Only unpaid invoices included.

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
<b>ABBOTTS MINUTE PRINTING</b>				
48427	06/05/2024	PRINTING POST CARDS	01-61-7067 Printing	133.00
Total ABBOTTS MINUTE PRINTING:				133.00
<b>ALTA EQUIPMENT COMPANY</b>				
sp4/88706	05/28/2024	MOWER PARTS	01-63-7018 Maint-equipment	25.65
Total ALTA EQUIPMENT COMPANY:				25.65
<b>ALTERNATIVE ENERGY SOLUTIONS</b>				
4840	05/31/2024	GENERATOR VHALL	01-63-7025 Contract services	348.00
4841	05/31/2024	PW GENERATOR	01-63-7025 Contract services	316.00
4845	06/03/2024	GEN SERVICE SOUTH STATION	01-63-7025 Contract services	352.00
4846	06/03/2024	GEN SERVICELIFT STATION	01-63-7025 Contract services	266.00
Total ALTERNATIVE ENERGY SOLUTIONS:				1,282.00
<b>AMERICAN EXPRESS</b>				
06132024	06/13/2024	HOME DEPOT REFUND	01-61-8037 Program Expense/Special e	10.16-
06132024	06/13/2024	NOTARY EXPRESS REFUND	01-51-8010 Supplies-office	64.99-
06132024	06/13/2024	FAX SERVICE	01-50-7040 Telephone - general	132.18
06132024	06/13/2024	PLAQUEMAKER	01-50-8006 Miscellaneous	147.69
06132024	06/13/2024	QUILL	02-74-8006 Miscellaneous	51.99
06132024	06/13/2024	QUILL	02-74-8006 Miscellaneous	135.96
06132024	06/13/2024	USPS	02-74-7065 Postage	544.00
06132024	06/13/2024	SAMS CLUB	01-50-8037 Special events	42.73
06132024	06/13/2024	DAIRY QUEEN	01-51-8006 Miscellaneous	43.49
06132024	06/13/2024	DOLLAR TREE	01-50-8006 Miscellaneous	146.31
06132024	06/13/2024	COMCAST CHICAGO CABLE SVCS	01-50-8007 Computer Support	132.95
06132024	06/13/2024	COMCAST CHICAGO CABLE SVCS	01-50-8007 Computer Support	91.51
06132024	06/13/2024	CISCO WEBEX	01-50-8007 Computer Support	15.00
06132024	06/13/2024	COMCAST CHICAGO CABLE SVCS	01-50-8007 Computer Support	21.02
06132024	06/13/2024	COMCAST CHICAGO CABLE SVCS	01-50-8007 Computer Support	73.57
06132024	06/13/2024	VZWLSS APOCC VISB	15-67-7025 Contractual services	1,085.11
06132024	06/13/2024	VZWLSS APOCC VISB	15-68-8064 Equipment Purchases	72.02
06132024	06/13/2024	VZWLSS APOCC VISB	02-74-7040 Telephone-water	21.13
06132024	06/13/2024	VZWLSS APOCC VISB	01-50-7040 Telephone - general	476.58
06132024	06/13/2024	COMCAST BUSINESS CABLE	01-50-7040 Telephone - general	1,672.10
06132024	06/13/2024	COMCAS	01-50-8007 Computer Support	2,182.00
06132024	06/13/2024	AMAZON	01-59-8014 Supplies-operating	24.56
06132024	06/13/2024	JIFFY	01-61-7067 Printing	31.60
06132024	06/13/2024	AMAZON	01-61-8010 Supplies-office	27.97
06132024	06/13/2024	AMA	01-61-7026 Recreational Programs	35.99
06132024	06/13/2024	GFS	01-61-7026 Recreational Programs	203.49
06132024	06/13/2024	AMAZON	01-61-8010 Supplies-office	58.53
06132024	06/13/2024	AMAZON	01-61-7026 Recreational Programs	84.58
06132024	06/13/2024	AMAZON	01-61-7026 Recreational Programs	41.48
06132024	06/13/2024	AMAZON	01-61-8014 Supplies-Operating	43.55
06132024	06/13/2024	SAMS CLUB	01-61-7026 Recreational Programs	127.01
06132024	06/13/2024	JUMPIN WHEELIES	01-61-7026 Recreational Programs	77.04
06132024	06/13/2024	GFS	01-61-7026 Recreational Programs	121.42

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
06132024	06/13/2024	JUMPIN WHEELIES	01-61-8037 Program Expense/Special e	141.54
06132024	06/13/2024	AMAZON	01-61-7026 Recreational Programs	38.72
06132024	06/13/2024	AMAZON	01-61-7026 Recreational Programs	74.46
06132024	06/13/2024	AMAZON	01-61-7026 Recreational Programs	78.24
06132024	06/13/2024	AMAZON	01-61-8014 Supplies-Operating	31.26
06132024	06/13/2024	AMAZON	01-61-8064 Equipment purchases	53.00
06132024	06/13/2024	VECHILE RENEWAL	01-67-7002 Maint-vehicles	154.40
06132024	06/13/2024	AMAZON	01-67-8006 Miscellaneous	59.99
06132024	06/13/2024	AMAZON	01-67-8006 Miscellaneous	31.95
06132024	06/13/2024	SERV SAFE	01-69-8005 Training/Conferences	110.36
06132024	06/13/2024	AMAZON	01-69-8014 Supplies-operating	77.98
06132024	06/13/2024	SAMS CLUB	01-69-8006 Miscellaneous	284.54
06132024	06/13/2024	HOME DEPOT	01-63-8064 Equipment purchases	227.81
06132024	06/13/2024	AMAZON	01-51-8010 Supplies-office	6.85
06132024	06/13/2024	INTEREST CHARGE	01-50-8006 Miscellaneous	369.04
Total AMERICAN EXPRESS:				9,629.55
<b>BESSE SHIRT LETTERING</b>				
50498	06/10/2024	UNIFORMS @ ISATT	15-67-8012 Materials/Supplies	420.00
Total BESSE SHIRT LETTERING:				420.00
<b>BOUND TREE MEDICAL LLC</b>				
85359140	05/24/2024	EMS	01-69-8014 Supplies-operating	347.50
Total BOUND TREE MEDICAL LLC:				347.50
<b>CHICAGO PD BUREAU OF COUNTERTERRORISM</b>				
23-BOC-120	06/07/2024	CMATI PUSH TO TALK PHONES	15-68-8064 Equipment Purchases	4,248.91
Total CHICAGO PD BUREAU OF COUNTERTERRORISM:				4,248.91
<b>CITY OF CHICAGO HEIGHTS</b>				
3008-May	06/13/2024	WATER PURCHASE MAY 2024	02-74-7043 Water purchases	46,207.98
Total CITY OF CHICAGO HEIGHTS:				46,207.98
<b>COM ED</b>				
06000-524	06/11/2024	2462906000	02-74-7041 Electricity-pumps	74.19
17000-6	06/11/2024	6637317000	01-63-7044 Street light electricity	2,972.21
24000-5	06/11/2024	8992724000	01-63-7044 Street light electricity	52.65
42000-5	06/11/2024	5720942000	01-63-7041 Electricity-hst s-vldgs	37.35
42222-6	06/11/2024	5008942222	01-63-7044 Street light electricity	26.26
5000-524	06/11/2024	3224055000	01-63-7044 Street light electricity	22.50
55000-5	06/11/2024	9544555000	01-63-7044 Street light electricity	22.50
6000-42024	06/11/2024	3353476000	02-74-7041 Electricity-pumps	478.77
6000-6	06/11/2024	8334936000	01-63-7041 Electricity-hst s-vldgs	62.79
7000-5	06/11/2024	1065847000	01-63-7041 Electricity-hst s-vldgs	166.83
Total COM ED:				3,916.05
<b>COOK COUNTY STATES ATTORNEYS OFFICE</b>				
CVITKOVIC 4.	06/03/2024	CVITKOVIC PAYROLL REIMBURSEMENT	15-67-7075 ISATT Sworn Law Enforcem	10,848.32
CVITKOVIC 4.	06/03/2024	CVITKOVIC OT REIMBURSEMENT 4.7 TO 5.4	15-67-7077 ISATT Sworn Law Enforce	2,195.79
KEATING 4/7/2	06/03/2024	KEATING PAYROLL REIMBURSEMENT 4.7 TO	15-67-7075 ISATT Sworn Law Enforcem	9,284.72
KEATING 4/7/2	06/03/2024	KEATING OT REIMBURSEMENT 4.7 TO 5.4.24	15-67-7077 ISATT Sworn Law Enforce	918.62



Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total COOK COUNTY STATES ATTORNEYS OFFICE:				23,247.45
<b>D.O.H. SERVICES</b>				
42861	06/07/2024	MEMORIAL PAVERS	01-61-7067 Printing	204.00
Total D.O.H. SERVICES:				204.00
<b>DACRA ADJUDICATION SYSTEM</b>				
DT 2024-05-09	06/12/2024	ADJUDICATION SERVICE	01-67-7025 Contractual services	2,500.00
Total DACRA ADJUDICATION SYSTEM:				2,500.00
<b>DELTA SONIC CAR WASH SYSTEMS</b>				
42333	06/07/2024	CAR WASHES @ P.D.	01-67-7002 Maint-vehicles	1,726.92
Total DELTA SONIC CAR WASH SYSTEMS:				1,726.92
<b>EAGLE UNIFORM CO., INC.</b>				
7186-3	06/10/2024	UNIFORMS	01-67-8013 Uniforms	112.00
Total EAGLE UNIFORM CO., INC.:				112.00
<b>GAMETIME</b>				
0238031	06/06/2024	PARK EQUIPMENT	01-61-8064 Equipment purchases	1,247.06
Total GAMETIME:				1,247.06
<b>GATEWAY BUSINESS SYSTEMS</b>				
36643134	06/11/2024	PINTER CONTRACT PW	01-63-7025 Contract services	119.50
Total GATEWAY BUSINESS SYSTEMS:				119.50
<b>KRUNCH TIME AUTO</b>				
10856	06/11/2024	TRUCK 2	01-63-7002 Maint-vehicles	137.82
Total KRUNCH TIME AUTO:				137.82
<b>LANER MUCHIN DOMBROW BECKER</b>				
668055	06/13/2024	LEGAL	01-54-7071 Legal fees-labor	800.00
Total LANER MUCHIN DOMBROW BECKER:				800.00
<b>MENARDS - HOMEWOOD</b>				
78975	06/13/2024	PD SUPPLIES	01-67-8014 Supplies-operating	22.97
79601	06/13/2024	PD SUPPLIES	01-67-8014 Supplies-operating	21.51
Total MENARDS - HOMEWOOD:				44.48
<b>METROPOLITAN INDUSTRIES, INC.</b>				
inv056372	06/11/2024	SCADA CLOUD SERVICES	02-74-7040 Telephone-water	160.00
inv057289	06/11/2024	SCADA CLOUD SERVICES	02-74-7040 Telephone-water	160.00
inv058247	06/11/2024	SCADA CLOUD SERVICES	02-74-7040 Telephone-water	160.00
inv060216	04/15/2024	TRANSDUCER REPLACEMENT	02-74-7021 Maint-water system	785.00
inv060310	03/15/2024	SCADA CLOUD SERVICES	02-74-7040 Telephone-water	160.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total METROPOLITAN INDUSTRIES, INC.:				1,425.00
<b>MULCH MASTERS</b>				
420	06/11/2024	TREE REMOVAL	04-80-7009 Maint. - Tree Removal	575.00
Total MULCH MASTERS:				575.00
<b>MUNICIPAL COLLECTION SERVICES</b>				
027102	06/12/2024	IDROP COLLECTIONS INV#027102	01-67-7025 Contractual services	51.90
027103	06/12/2024	IDROP COLLECTIONS-INV#027103	01-67-7025 Contractual services	359.23
Total MUNICIPAL COLLECTION SERVICES:				411.13
<b>NICOR</b>				
100085	06/11/2024	65456610008	01-63-7042 Heat	61.78
46309-4	06/11/2024	77-65-82-4630 9	02-74-7042 Heat	46.02
60503-6	06/11/2024	97-98-79-6050 3	02-74-7042 Heat	43.50
Total NICOR:				151.30
<b>PB Electronics</b>				
145497	06/14/2024	RADAR UNIT	01-67-8064 Equipment-dept	3,710.00
Total PB Electronics:				3,710.00
<b>PERFECT POTTY, INC.</b>				
29175	06/03/2024	PORTABLE RESTROOM	01-61-7025 Contract services	250.00
Total PERFECT POTTY, INC.:				250.00
<b>PUBLIC SAFETY DIRECT, INC.</b>				
103226	06/13/2024	EQUIPMENT REMOVAL	01-67-7018 Maint-equipment	131.95
Total PUBLIC SAFETY DIRECT, INC.:				131.95
<b>RMA</b>				
06132024	06/13/2024	FIREWORKS LIABILITY	01-50-8037 Special events	100.00
Total RMA:				100.00
<b>RYAN GORMAN</b>				
06112024	06/11/2024	GORMAN TRAVEL 6/5/24	15-67-8003 Travel/Training	50.00
6/3/2024	06/03/2024	GORMAN TRAVEL 5/30/24	15-67-8003 Travel/Training	50.00
Total RYAN GORMAN:				100.00
<b>SECRETARY OF STATE</b>				
06092024	06/09/2024	TITLE/REGISTRATION 2024 RAM VAN	15-68-8064 Equipment Purchases	173.00
Total SECRETARY OF STATE:				173.00
<b>SECRETARY OF STATE POLICE</b>				
MAY 16-31, 20	06/11/2024	SOS OT 5/16-31/2024	15-67-7077 ISATT Sworn Law Enforce	8,897.68
Total SECRETARY OF STATE POLICE:				8,897.68

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
<b>SHOREWOOD HOME AND AUTO, INC</b>				
02-414804	05/08/2024	FLAIR MOWER PARTS	01-63-7018 Maint-equipment	247.00
02-415392	06/11/2024	MOWER PARTS	01-63-7018 Maint-equipment	64.66
02-416890	05/17/2024	MOWER PARTS	01-63-7018 Maint-equipment	77.30
Total SHOREWOOD HOME AND AUTO, INC:				388.96
<b>THOMSON WEST</b>				
850240896	06/01/2024	SOFTWARE SUBSCRIPTION	15-67-7025 Contractual services	885.76
Total THOMSON WEST:				885.76
<b>TRUGREEN CHEMLAWN</b>				
192847817	06/11/2024	WEED CONTROL MIKRUT PARK	01-63-7008 Maint-grounds	814.08
192857752	06/11/2024	WEED CONTROL REC CENTER	01-63-7008 Maint-grounds	250.03
192862067	06/11/2024	LAWN SERVICE VILLAGE HALL	01-63-7008 Maint-grounds	93.03
192883957	06/11/2024	WEED CONTROL DIEKELMAN PK	01-63-7008 Maint-grounds	657.08
192902281	06/11/2024	WEED CONTORL HUBBARD ST.	01-63-7008 Maint-grounds	942.01
193755813	06/11/2024	LAWN SERVICE REC CENTER	01-63-7008 Maint-grounds	325.63
193755945	06/11/2024	LAWN SERVICE REC CENTER	01-63-7008 Maint-grounds	521.04
193991336	06/05/2024	LAWN SERVICE VILLAGE HALL	01-63-7008 Maint-grounds	145.37
193991452	06/05/2024	LAWN SERVICE VILLAGE HALL	01-63-7008 Maint-grounds	259.33
Total TRUGREEN CHEMLAWN:				4,007.60
<b>US GAS</b>				
447079	05/31/2024	OXYGEN FD	01-69-7025 Contracted services	84.50
Total US GAS:				84.50
<b>VILLAGE OF BEECHER</b>				
SIPPLE 5/8 TO	06/07/2024	SIPPLE SALARY REIMBURSMNT 5/8 TO 6/5	15-67-7075 ISATT Sworn Law Enforcem	11,961.69
SIPPLE 5/8 TO	06/07/2024	SIPPLE OT REIMBURSMNT 5/8 TO 6/5	15-67-7077 ISATT Sworn Law Enforce	1,996.66
Total VILLAGE OF BEECHER:				13,958.35
<b>VILLAGE OF THORNTON</b>				
7.1.23 TO 6.30.	06/04/2024	RENT ON 3 UNITS 700 PARK AVE	15-67-7070 Facilities Lease	25,000.00
Total VILLAGE OF THORNTON:				25,000.00
<b>VILLAGE OF THORNTON SOSDC</b>				
06042024	06/04/2024	US POST OFFICE 202403625/RADECKI	15-67-7025 Contractual services	4.36
06042024	06/04/2024	MIDCO WINDOW TINTING	15-67-7002 Vehicle Maintenance/Fuel	52.00
06042024	06/04/2024	AMAZON/CMATI	15-68-8064 Equipment Purchases	439.92
06042024	06/04/2024	LODGING SIPPLE	15-67-8003 Travel/Training	393.12
06042024	06/04/2024	LODGING RADECKI	15-67-8003 Travel/Training	262.08
06042024	06/04/2024	LODGING GORMAN	15-67-8003 Travel/Training	119.77
06042024	06/04/2024	LODGING GORMAN	15-67-8003 Travel/Training	119.77
Total VILLAGE OF THORNTON SOSDC:				1,391.02
<b>VILLAGE OF WORTH</b>				
MEISTER/WO	06/03/2024	MEISTER PAYROLL REIMBURSMNT 5/14 TO	15-67-7075 ISATT Sworn Law Enforcem	16,642.12
MEISTER/WO	06/03/2024	MEISTER OT REIMBURSMNT 5/14 TO 5/28/	15-67-7077 ISATT Sworn Law Enforce	776.08

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total VILLAGE OF WORTH:				17,418.20
<b>WENTWORTH TIRE</b>				
11940	06/07/2024	VEHICLE MAINT.	01-67-7002 Maint-vehicles	83.42
30059561	06/05/2024	OIL CHANGE & WIPER BLADES	15-67-7002 Vehicle Maintenance/Fuel	90.41
Total WENTWORTH TIRE:				173.83
<b>WEX BANK</b>				
97429167	06/13/2024	FUEL @ F.D.	01-69-7031 Motor fuel	2,049.97
97434607	06/13/2024	FUEL @ P.D.	01-67-7031 Motor fuel	2,597.17
97435970	05/31/2024	FUEL @ ISATT	15-67-7002 Vehicle Maintenance/Fuel	8,640.93
97436872	06/13/2024	FUEL @ PW	01-63-7031 Motor fuel	1,167.86
Total WEX BANK:				14,455.93
Grand Totals:				190,039.08

Report Criteria:  
 Detail report.  
 Invoices with totals above \$0.00 included.  
 Only unpaid invoices included.

**Village of Thornton  
Cash Position  
June 14, 2024**

<b>Balance per books</b>		
01.01.0001 General Cash	\$	2,696,872.89
02.01.0001 Water		3,083.84
04.01.0001 Motor Fuel Tax		133,093.67
05.01.0001 Grants		(7,130.78)
06.01.0001 DUI/Vehicle Fund		1,362.45
08.01.0001 Capital Projects		292,102.55
09.01.0001 Bond Debt Service		158,502.10
11.01.0001 Downtown TIF #3		16,276.11
12.01.0001 TIF Downtown		50,467.34
13.01.0001 TIF Blackstone		69,331.21
14.01.0001 Water Capital Improvement		(530,999.69)
15.01.0010 SOS Grant		2,388,632.03
15.01.0002 SOS Debit account		25,000.00
16.01.0001 Rebuild Illinois		48,657.44
		<hr/>
<b>Adjusted Book</b>	<b>\$</b>	<b><u><u>5,345,251.16</u></u></b>

VILLAGE OF THORNTON  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING MAY 31, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>						
01-40-4001	PROPERTY TAX	21,467.78	21,467.78	.00	( 21,467.78)	.0
01-40-4002	REPLACEMENT TAX	19,356.17	19,356.17	.00	( 19,356.17)	.0
01-40-4003	SALES TAX	14,063.44	14,063.44	.00	( 14,063.44)	.0
01-40-4004	STATE INCOME TAX	63,851.94	63,851.94	.00	( 63,851.94)	.0
01-40-4005	UTILITY TAX ELECTRIC	17,199.39	17,199.39	.00	( 17,199.39)	.0
01-40-4006	UTILITY TAX GAS	12,954.30	12,954.30	.00	( 12,954.30)	.0
01-40-4007	UTILITY TAX TELEPHONE	2,181.78	2,181.78	.00	( 2,181.78)	.0
01-40-4010	AMBULANCE FEES	26,463.84	26,463.84	.00	( 26,463.84)	.0
01-40-4012	LOCAL USE TAX	6,656.32	6,656.32	.00	( 6,656.32)	.0
01-40-4014	HOME RULE SALES TAX	12,703.41	12,703.41	.00	( 12,703.41)	.0
01-40-4016	VIDEO GAMING TAX	4,051.90	4,051.90	.00	( 4,051.90)	.0
01-40-4017	CANNIBIS TAX	342.96	342.96	.00	( 342.96)	.0
01-40-4022	FRANCHISE CABLE	7,062.79	7,062.79	.00	( 7,062.79)	.0
01-40-4029	VARIANCE/ SPECIAL USE FEES	660.00	660.00	.00	( 660.00)	.0
01-40-4030	RENTAL INSPECTION FEES	2,170.00	2,170.00	.00	( 2,170.00)	.0
01-40-4031	BUILDING PERMITS	1,975.00	1,975.00	.00	( 1,975.00)	.0
01-40-4034	CONTRACTORS LICENSES	550.00	550.00	.00	( 550.00)	.0
01-40-4036	LEASE PAYMENTS	8,175.00	8,175.00	.00	( 8,175.00)	.0
01-40-4040	CIRCUIT COURT FINES	50.00	50.00	.00	( 50.00)	.0
01-40-4041	LOCAL FINES	5,345.04	5,345.04	.00	( 5,345.04)	.0
01-40-4066	MISCELLANEOUS	274.07	274.07	.00	( 274.07)	.0
01-40-4072	RECREATION PARTICIPANT FEES	1,968.49	1,968.49	.00	( 1,968.49)	.0
	<b>TOTAL REVENUES</b>	<b>229,523.62</b>	<b>229,523.62</b>	<b>.00</b>	<b>( 229,523.62)</b>	<b>.0</b>
	<b>TOTAL FUND REVENUE</b>	<b>229,523.62</b>	<b>229,523.62</b>	<b>.00</b>	<b>( 229,523.62)</b>	<b>.0</b>

VILLAGE OF THORNTON  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING MAY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL ADMINISTRATION</u>					
01-50-6001 SALARIES REGULAR	7,941.16	7,941.16	.00	( 7,941.16)	.0
01-50-6003 SALARIES - ELECTED OFFICIALS	1,775.00	1,775.00	.00	( 1,775.00)	.0
01-50-6004 SALARY LIQUOR COMMISSIONER	50.00	50.00	.00	( 50.00)	.0
01-50-6015 FICA/MEDICARE TAX	760.98	760.98	.00	( 760.98)	.0
01-50-6020 IMRF RETIREMENT	473.30	473.30	.00	( 473.30)	.0
01-50-6021 HEALTH INSURANCE	1,521.76	1,521.76	.00	( 1,521.76)	.0
01-50-7040 TELEPHONE - GENERAL	2,353.41	2,353.41	.00	( 2,353.41)	.0
01-50-7089 EXPENSE REIMBURSEMENTS	525.00	525.00	.00	( 525.00)	.0
01-50-8006 MISCELLANEOUS	7,790.23	7,790.23	.00	( 7,790.23)	.0
01-50-8007 COMPUTER SUPPORT	16,036.05	16,036.05	.00	( 16,036.05)	.0
01-50-8037 SPECIAL EVENTS	817.13	817.13	.00	( 817.13)	.0
01-50-8310 REAL ESTATE TAXES PAID	( 12,933.79)	( 12,933.79)	.00	12,933.79	.0
<b>TOTAL GENERAL ADMINISTRATION</b>	<b>27,110.23</b>	<b>27,110.23</b>	<b>.00</b>	<b>( 27,110.23)</b>	<b>.0</b>
<u>VILLAGE CLERK/COLLECTOR</u>					
01-51-6001 SALARIES-REGULAR	5,660.90	5,660.90	.00	( 5,660.90)	.0
01-51-6002 SALARIES-OVERTIME	165.65	165.65	.00	( 165.65)	.0
01-51-6003 CLERK ELECTED SALARY	300.00	300.00	.00	( 300.00)	.0
01-51-6015 FICA/MEDICARE TAX	428.92	428.92	.00	( 428.92)	.0
01-51-6020 IMRF RETIREMENT	365.16	365.16	.00	( 365.16)	.0
01-51-6021 EMPLOYEE HEALTH INSURANCE	2,102.93	2,102.93	.00	( 2,102.93)	.0
01-51-7025 CONTRACTED SERVICE	199.00	199.00	.00	( 199.00)	.0
01-51-8006 MISCELLANEOUS	437.08	437.08	.00	( 437.08)	.0
01-51-8010 SUPPLIES-OFFICE	223.40	223.40	.00	( 223.40)	.0
<b>TOTAL VILLAGE CLERK/COLLECTOR</b>	<b>9,883.04</b>	<b>9,883.04</b>	<b>.00</b>	<b>( 9,883.04)</b>	<b>.0</b>
<u>FINANCE</u>					
01-53-6005 SALARIES-PART TIME	1,713.96	1,713.96	.00	( 1,713.96)	.0
01-53-6015 FICA/MEDICARE TAX	131.12	131.12	.00	( 131.12)	.0
<b>TOTAL FINANCE</b>	<b>1,845.08</b>	<b>1,845.08</b>	<b>.00</b>	<b>( 1,845.08)</b>	<b>.0</b>
<u>LEGAL</u>					
01-54-7071 LEGAL FEES-LABOR	836.18	836.18	.00	( 836.18)	.0
<b>TOTAL LEGAL</b>	<b>836.18</b>	<b>836.18</b>	<b>.00</b>	<b>( 836.18)</b>	<b>.0</b>

VILLAGE OF THORNTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING MAY 31, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BUILDING COMMISSION</u>						
01-59-6001	SALARIES & WAGES	2,430.44	2,430.44	.00	( 2,430.44)	.0
01-59-6015	FICA/MEDICARE TAX	170.70	170.70	.00	( 170.70)	.0
01-59-6021	EMPLOYEE HEALTH INSURANCE	809.99	809.99	.00	( 809.99)	.0
01-59-7092	ELECTRICAL INSPECTIONS	600.00	600.00	.00	( 600.00)	.0
	<b>TOTAL BUILDING COMMISSION</b>	4,011.13	4,011.13	.00	( 4,011.13)	.0
<u>RECREATION</u>						
01-61-6001	SALARIES	4,323.70	4,323.70	.00	( 4,323.70)	.0
01-61-6005	SALARIES-PART TIME	6,748.83	6,748.83	.00	( 6,748.83)	.0
01-61-6015	FICA/MEDICARE TAX	802.69	802.69	.00	( 802.69)	.0
01-61-6020	IMRF RETIREMENT	515.33	515.33	.00	( 515.33)	.0
01-61-6021	HEALTH INSURANCE	2,331.77	2,331.77	.00	( 2,331.77)	.0
01-61-7018	MAINT-EQUIPMENT	770.00	770.00	.00	( 770.00)	.0
01-61-7026	RECREATIONAL PROGRAMS	687.02	687.02	.00	( 687.02)	.0
01-61-7067	PRINTING	215.90	215.90	.00	( 215.90)	.0
01-61-8014	SUPPLIES-OPERATING	267.00	267.00	.00	( 267.00)	.0
01-61-8037	PROGRAM EXPENSE/SPECIAL EVENTS	357.99	357.99	.00	( 357.99)	.0
01-61-8064	EQUIPMENT PURCHASES	83.95	83.95	.00	( 83.95)	.0
	<b>TOTAL RECREATION</b>	17,104.18	17,104.18	.00	( 17,104.18)	.0
<u>PUBLIC WORKS</u>						
01-63-6001	SALARIES	14,863.64	14,863.64	.00	( 14,863.64)	.0
01-63-6002	SALARIES-OVERTIME	986.73	986.73	.00	( 986.73)	.0
01-63-6015	FICA/MEDICARE TAX	1,128.94	1,128.94	.00	( 1,128.94)	.0
01-63-6020	IMRF RETIREMENT	944.69	944.69	.00	( 944.69)	.0
01-63-6021	EMPLOYEE HEALTH INSURANCE	3,480.45	3,480.45	.00	( 3,480.45)	.0
01-63-7025	CONTRACT SERVICES	1,748.78	1,748.78	.00	( 1,748.78)	.0
01-63-7031	MOTOR FUEL	1,100.76	1,100.76	.00	( 1,100.76)	.0
01-63-8014	SUPPLIES-OPERATING	326.19	326.19	.00	( 326.19)	.0
	<b>TOTAL PUBLIC WORKS</b>	24,580.18	24,580.18	.00	( 24,580.18)	.0



VILLAGE OF THORNTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING MAY 31, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>						
01-67-6001	SALARIES	78,195.07	78,195.07	.00	( 78,195.07)	.0
01-67-6002	SALARIES-OVERTIME	10,100.24	10,100.24	.00	( 10,100.24)	.0
01-67-6005	SALARIES-PART TIME	1,145.00	1,145.00	.00	( 1,145.00)	.0
01-67-6009	CROSSING GUARDS	4,620.00	4,620.00	.00	( 4,620.00)	.0
01-67-6015	FICA/MEDICARE TAX	6,833.86	6,833.86	.00	( 6,833.86)	.0
01-67-6020	IMRF RETIREMENT	4,815.32	4,815.32	.00	( 4,815.32)	.0
01-67-6021	EMPLOYEE HEALTH INSURANCE	18,562.16	18,562.16	.00	( 18,562.16)	.0
01-67-7025	CONTRACTUAL SERVICES	27,074.87	27,074.87	.00	( 27,074.87)	.0
01-67-7031	MOTOR FUEL	2,105.87	2,105.87	.00	( 2,105.87)	.0
01-67-8005	TRAINING/CONFERENCES	1,330.00	1,330.00	.00	( 1,330.00)	.0
01-67-8013	UNIFORMS	1,442.00	1,442.00	.00	( 1,442.00)	.0
01-67-8014	SUPPLIES-OPERATING	226.74	226.74	.00	( 226.74)	.0
01-67-8064	EQUIPMENT-DEPT	91.94	91.94	.00	( 91.94)	.0
	<b>TOTAL POLICE</b>	156,543.07	156,543.07	.00	( 156,543.07)	.0
<u>FIRE</u>						
01-69-6001	SALARIES	45,607.40	45,607.40	.00	( 45,607.40)	.0
01-69-6002	SALARIES - OVERTIME	4,707.31	4,707.31	.00	( 4,707.31)	.0
01-69-6005	SALARIES-PART TIME	23,340.73	23,340.73	.00	( 23,340.73)	.0
01-69-6015	FICA/MEDICARE TAX	5,425.53	5,425.53	.00	( 5,425.53)	.0
01-69-6020	IMRF RETIREMENT	3,544.44	3,544.44	.00	( 3,544.44)	.0
01-69-6021	EMPLOYEE HEALTH INSURANCE	10,397.68	10,397.68	.00	( 10,397.68)	.0
01-69-7002	MAINT-VEHICLES	12,561.09	12,561.09	.00	( 12,561.09)	.0
01-69-7025	CONTRACTED SERVICES	12,013.33	12,013.33	.00	( 12,013.33)	.0
01-69-7031	MOTOR FUEL	1,877.06	1,877.06	.00	( 1,877.06)	.0
01-69-8013	UNIFORMS	731.50	731.50	.00	( 731.50)	.0
01-69-8014	SUPPLIES-OPERATING	802.09	802.09	.00	( 802.09)	.0
	<b>TOTAL FIRE</b>	121,008.16	121,008.16	.00	( 121,008.16)	.0
	<b>TOTAL FUND EXPENDITURES</b>	362,921.25	362,921.25	.00	( 362,921.25)	.0
	<b>NET REVENUE OVER EXPENDITURES</b>	( 133,397.63)	( 133,397.63)	.00	133,397.63	.0

VILLAGE OF THORNTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING MAY 31, 2024

		WATER FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
		-----	-----	-----	-----	-----
	<u>WATER</u>					
02-74-6001	SALARIES	5,251.32	5,251.32	.00	( 5,251.32)	.0
02-74-6015	FICA	371.10	371.10	.00	( 371.10)	.0
02-74-6020	IMRF	312.98	312.98	.00	( 312.98)	.0
02-74-6021	EMPLOYEE HEALTH INSURANCE	1,615.35	1,615.35	.00	( 1,615.35)	.0
02-74-7040	TELEPHONE-WATER	21.13	21.13	.00	( 21.13)	.0
	TOTAL WATER	7,571.88	7,571.88	.00	( 7,571.88)	.0
	TOTAL FUND EXPENDITURES	7,571.88	7,571.88	.00	( 7,571.88)	.0
	NET REVENUE OVER EXPENDITURES	( 7,571.88)	( 7,571.88)	.00	7,571.88	.0

VILLAGE OF THORNTON  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING MAY 31, 2024

MOTOR FUEL TAX FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
	<u>REVENUE</u>					
04-40-4101	MFT TAX	8,581.39	8,581.39	.00	( 8,581.39)	.0
	TOTAL REVENUE	<u>8,581.39</u>	<u>8,581.39</u>	<u>.00</u>	<u>( 8,581.39)</u>	<u>.0</u>
	TOTAL FUND REVENUE	<u>8,581.39</u>	<u>8,581.39</u>	<u>.00</u>	<u>( 8,581.39)</u>	<u>.0</u>
	NET REVENUE OVER EXPENDITURES	<u><u>8,581.39</u></u>	<u><u>8,581.39</u></u>	<u><u>.00</u></u>	<u><u>( 8,581.39)</u></u>	<u><u>.0</u></u>

VILLAGE OF THORNTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING MAY 31, 2024

GO BOND DEBT SERVICE

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>REVENUES</u>					
09-40-4001 REAL ESTATE TAXES	2,467.26	2,467.26	.00	( 2,467.26)	.0
TOTAL REVENUES	2,467.26	2,467.26	.00	( 2,467.26)	.0
TOTAL FUND REVENUE	2,467.26	2,467.26	.00	( 2,467.26)	.0

VILLAGE OF THORNTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING MAY 31, 2024

GO BOND DEBT SERVICE

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>DEBT SERVICE</u>					
09-30-8102 INTEREST - 2018 GO BOND	10,466.19	10,466.19	.00	( 10,466.19)	.0
TOTAL DEBT SERVICE	<u>10,466.19</u>	<u>10,466.19</u>	<u>.00</u>	<u>( 10,466.19)</u>	<u>.0</u>
TOTAL FUND EXPENDITURES	<u>10,466.19</u>	<u>10,466.19</u>	<u>.00</u>	<u>( 10,466.19)</u>	<u>.0</u>
NET REVENUE OVER EXPENDITURES	<u>( 7,998.93)</u>	<u>( 7,998.93)</u>	<u>.00</u>	<u>7,998.93</u>	<u>.0</u>

VILLAGE OF THORNTON  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING MAY 31, 2024

BLACKSTONE TIF

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>BLACKSTONE TIF</u>					
13-40-4001 REAL ESTATE TAXES	1,236.96	1,236.96	.00	( 1,236.96)	.0
TOTAL BLACKSTONE TIF	<u>1,236.96</u>	<u>1,236.96</u>	<u>.00</u>	<u>( 1,236.96)</u>	<u>.0</u>
TOTAL FUND REVENUE	<u>1,236.96</u>	<u>1,236.96</u>	<u>.00</u>	<u>( 1,236.96)</u>	<u>.0</u>
NET REVENUE OVER EXPENDITURES	<u><u>1,236.96</u></u>	<u><u>1,236.96</u></u>	<u><u>.00</u></u>	<u><u>( 1,236.96)</u></u>	<u><u>.0</u></u>

VILLAGE OF THORNTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING MAY 31, 2024

SOS GRANT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>						
15-67-6001	NON SWORN SALARIES	19,086.80	19,086.80	.00	( 19,086.80)	.0
15-67-6002	NON SWORN SALARIES-OVERTIME	501.43	501.43	.00	( 501.43)	.0
15-67-6005	TASK FORCE FINANCIAL SALARIES	970.00	970.00	.00	( 970.00)	.0
15-67-6015	FICA/MEDICARE TAX	1,510.17	1,510.17	.00	( 1,510.17)	.0
15-67-6020	NON SWORN IMRF RETIREMENT	1,196.07	1,196.07	.00	( 1,196.07)	.0
15-67-6021	NON SWORN EMP HEALTH INSURANCE	3,304.43	3,304.43	.00	( 3,304.43)	.0
15-67-7025	CONTRACTUAL SERVICES	1,937.35	1,937.35	.00	( 1,937.35)	.0
15-67-7075	ISATT SWORN LAW ENFORCEMENT	23,663.00	23,663.00	.00	( 23,663.00)	.0
15-67-7077	ISATT SWORN LAW ENFORCE OT	5,044.72	5,044.72	.00	( 5,044.72)	.0
15-67-8003	TRAVEL/TRAINING	3,898.30	3,898.30	.00	( 3,898.30)	.0
15-67-8012	MATERIALS/SUPPLIES	131.31	131.31	.00	( 131.31)	.0
15-67-8064	EQUIPMENT PURCHASES	( 155.00)	( 155.00)	.00	155.00	.0
	<b>TOTAL POLICE</b>	61,088.58	61,088.58	.00	( 61,088.58)	.0
<u>DEPARTMENT 68</u>						
15-68-8064	EQUIPMENT PURCHASES	9,772.02	9,772.02	.00	( 9,772.02)	.0
	<b>TOTAL DEPARTMENT 68</b>	9,772.02	9,772.02	.00	( 9,772.02)	.0
	<b>TOTAL FUND EXPENDITURES</b>	70,860.60	70,860.60	.00	( 70,860.60)	.0
	<b>NET REVENUE OVER EXPENDITURES</b>	( 70,860.60)	( 70,860.60)	.00	70,860.60	.0



# Sales Order

**CLIENT INFORMATION**

Village of Thornton  
ENTITY FULL LEGAL NAME (BUYER)  
 Melissa Wiak  
AUTHORIZED CONTACT  
 115 E. Margaret Street  
ADDRESS  
 Thornton IL 60476  
CITY STATE ZIP  
 mwiak@thorntonil.us  
EMAIL  
 (708) 877-4456  
PHONE

ACCOUNTS PAYABLE (AP) REPRESENTATIVE NAME  
 \_\_\_\_\_  
 ACCOUNTS PAYABLE (AP) REPRESENTATIVE EMAIL  
 \_\_\_\_\_

**IMPACT INFORMATION**

Impact Networking, LLC Indiana  
IMPACT FULL LEGAL NAME  
 Umang Patel Paul Lee  
ACCOUNT MANAGER BRANCH MANAGER  
 2911 Carlson Drive  
ADDRESS  
 Hammond IN 46323  
CITY STATE ZIP  
 upatel@impactnetworking.com  
ACCOUNT MANAGER EMAIL  
 (219) 255-3864  
PHONE

**PRODUCTS ORDERED**

Quantity	Product Number	Description	Unit Cost	Amount
1	3	Kyocera TASKalfa 2554ci		IN LEASE
2	2	Kyocera TASKalfa 2554ci w/ (internal stapling)		IN LEASE
3	1	Kyocera ECOSYS M5526		IN LEASE
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

Lease  Purchase (100% of costs associated with the Purchase(s) are due at the time of execution of this Sales Order)

No terms or conditions, express or implied, are authorized unless they appear on "original" of this Sales Order. This Sales Order includes the terms and conditions appearing hereon and on the reverse side hereof, and buyer agrees to be bound thereby. No modifications or additions thereto shall be binding upon Impact unless expressly consented to in writing by the President of Impact. All prices in effect for 30 days from Impact authorized signature date.

Subtotal	<b>IN LEASE</b>
Sales Tax	
Freight Charges	
<b>Total</b>	<b>IN LEASE</b>





INSTRUCTIONS

**SHIP TO**  Same as Invoice To

---

COMPANY

---

CONTACT

---

ADDRESS

---

CITY STATE ZIP

---

PHONE EMAIL

---

SPECIAL NOTES

TERMS AND CONDITIONS

- This order shall not be binding on Impact until approved by a duly authorized representative of Impact.
- Delivery to the place of shipment specified herein shall constitute delivery to Buyer. All risks of loss or damage in transit to the place of shipment specified herein shall be borne by Impact. Client cannot unreasonably withhold, deny or refuse acceptance of the delivery of the Products Ordered after the execution of this Sales Order.
- Impact reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining installments.
- Full payment is due upon execution of this Sales Order. Buyer agrees to pay Impact for all costs and expenses, including attorney fees, incurred by Impact in establishing or enforcing its rights hereunder.
- Impact reserves the right at any time to revoke any credit extended to Buyer because of Buyer's failure to pay for any goods when due or for any other reason deemed good and sufficient by Impact.
- Impact shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond Impact's control including without limitation strikes, lockouts, other labor difficulties, fires, embargoes, pandemics, epidemics, war or other outbreak of hostilities, inability to obtain equipment, supplies or shipping space, machinery breakdowns, delays of carriers or suppliers, governmental acts and regulations, and other causes beyond Impact's control.
- Impact warrants that all goods covered by this order when delivered to Buyer will be of merchantable quality and free from defects in workmanship and material for a period of 30 days from delivery under normal use and conditions. Impact's obligation hereunder is expressly limited to the repair or replacement (at Impact's election) of such defective parts as are returned to Impact, freight prepaid, within the warranty period and which are proven to be defective by Impact. If not repaired or replaced by Impact, Impact's liability shall be limited to the stated selling price of such returned parts which are defective. This warranty does not extend to any goods which have been subject to misuse, neglect or accident, nor does it extend to any goods which have been repaired or altered other than by Impact. Other repairs not under warranty will be at such cost as Impact may from time to time generally establish. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. IMPACT SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED BY ANY REASON.
- All claims of Buyer relating to the goods covered by this order shall be deemed waived unless made in writing and delivered to Impact within ten days after receipt of goods by Buyer.
- In the event of a claim or litigation relating to the subject matter of this Agreement, in the event that Impact prevails, the client/buyer/lessee shall reimburse Impact for all attorney fees and costs resulting therefrom.
- This Agreement shall be interpreted, enforced, governed and construed exclusively according to the laws of the State of Illinois.
- This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals and communications, oral or written, concerning the subject matter of the Agreement. Buyer represents and warrants that no representation or warranty of any kind has been made by Impact except as specifically set forth in this Agreement. Impact shall not be bound by any modification or waiver of this Agreement unless agreed to in writing by the president of Impact.

AUTHORIZATION

**CLIENT (BUYER)**

---

CLIENT AUTHORIZED SIGNATURE

Melissa Wiak

---

CLIENT FIRST AND LAST NAME PRINTED

Village Administrator

---

CLIENT TITLE DATE CLIENT SIGNED

**IMPACT**

---

IMPACT AUTHORIZED SIGNATURE

---

IMPACT FIRST AND LAST NAME PRINTED

---

IMPACT TITLE DATE IMPACT SIGNED

FOR OFFICE USE ONLY

CUSTOMER NUMBER ORDER NUMBER DATE ORDERED DATE REQUIRED SHIP VIA REP





# Print Maintenance Agreement

## TERMS AND CONDITIONS

**THIS PRINT MAINTENANCE AGREEMENT (THE "AGREEMENT") IS BETWEEN "IMPACT" AND THE "CLIENT" INDICATED ON THE REVERSE SIDE OF THESE TERMS AND CONDITIONS. IMPACT AND CLIENT MAY SOMETIMES BE REFERRED TO AS A "PARTY." THIS AGREEMENT INCLUDES ALL SUPPLIES EXCEPT STAPLES AND PAPER. ALL CONTRACTS AND SUPPLIES ARE BASED ON MANUFACTURER'S SPECIFIED YIELD AT 5% PRINT OR COPY COVERAGE. ANY ADDITIONAL SUPPLIES BEYOND THIS SPECIFICATION WILL BE CHARGED TO THE CLIENT AT NORMAL SUPPLY RATES. FREIGHT FOR DELIVERY OF SUPPLIES AND PARTS IS CHARGED TO THE CLIENT ON ALL AGREEMENTS. ANY COPIES ABOVE THE STATED AMOUNT WILL BE BILLED AT THE EXCESS IMAGE CHARGE, IDENTIFIED ON PAGE 1 OF THIS AGREEMENT. NO SERVICE WILL BE PERFORMED UNTIL PAYMENT IS RECEIVED. THIS AGREEMENT IS NON-CANCELLABLE FOR THE TERM SPECIFIED, EXCEPT AS PROVIDED HEREIN. TERMS AND CONDITIONS HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT.**

**1. SCOPE OF SERVICES:** The charges established by this Agreement include payment for maintenance by Impact Networking, LLC, its subsidiaries and/or affiliates (hereafter referred to as "Impact") during normal business hours: inspection, adjustments, parts replacement, drums and cleaning material required for the proper operation as determined by Impact. Paper and staples must be separately purchased by customer.

This Agreement covers both the labor and the material for adjustments, repairs and replacements of parts as required under normal use of the equipment except as hereinafter provided. Damage to the equipment or its parts arising out of misuse, abuse, negligence, incorrect power and/or outlet, or causes beyond Impact's control are not covered. In addition, Impact may terminate this Agreement in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed by Impact.

**2. LABOR PERFORMED:** Labor performed during a service call includes lubrication and cleaning of the equipment and adjustment, repair or replacement of parts. All parts necessary for the normal maintenance of the equipment and subject to the general scope of coverage, will be furnished free of charge during a service call included in the maintenance service provided by this Agreement, unless otherwise noted.

**3. SERVICE LIMITATIONS:** Customer agrees Impact will not be required to make adjustments, repairs or re-placements made necessary resulting from (i) unauthorized third parties performing any maintenance, repair or replacement, (ii) Customer modifying, relocating, damaging (including without limitation, unavoidable accidents), abusing or misusing the Equipment (including without limitation, the spilling of toner or other substance in the machine), and the breaking of lids, hinges, cassettes, etc., (iii) unauthorized Equipment alteration and tampering, or interconnection with non-compatible Equipment, (iv) obsolete Equipment or components deemed beyond repair in the sole judgment of Impact, (v) placing the Equipment in an area that does not conform to Impact space, electrical and environmental requirements (including without limitation, excessive dust, chemical residues, abnormal high or low temperatures), (vi) telephone or electrical power failure, (vii) strikes, accidents, embargoes, or war, (viii) Acts of God, lightning or other incidents of excess voltage or power surges, or (ix) Customer using toner, drum, processing units, ink, film, etc., from any source other than a service provider authorized by Impact. If maintenance is made necessary resulting from any of the above listed occurrences or other work not covered under the remedial maintenance obligation, at Impact's election, Impact may either (a) provide such maintenance and bill to Customer at Impact's then current rates for labor and parts (which shall be due and payable in full upon receipt of invoice) or (b) terminate this Agreement. Customer agrees that Impact will not be required to make adjustments, repairs, or replacements if Impact is not provided reasonable access to the Equipment.

**4. ADVANCE INSPECTION:** Impact reserves the right to inspect all equipment to be covered under this Agreement to determine its mechanical condition. Equipment that is identified as requiring immediate repair will be identified to Customer. Customer, at its option, can elect to have said unit repaired at the then current hourly service labor rate plus parts or may elect to have the unit excluded from the Agreement.

**5. REMEDIAL MAINTENANCE:** During the term of this Agreement, Impact agrees to perform the maintenance and repair that will keep the Equipment in good working order and condition, normal wear and tear excepted. If Impact is notified by Customer during the term of this Agreement that the equipment is not in good working condition, Impact will, during Impact's established normal service hours, make necessary adjustments and repairs including replacement of parts (if parts are included as part of the terms of this Agreement). If parts are not included in this Agreement, Impact will promptly provide a quote for the appropriate part(s).

Impact's normal service hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. Impact may from time to time adjust these hours as may be required in the course of business, at which time the customer will be advised. Customer agrees to pay for all travel and labor time for service calls after Impact's normal service hours, on weekends and on holidays at overtime rates in effect at the time the service call is made. Impact provides 24/7 service by calling 888-752-0052. Applicable rates will be given at time of call. Service at times other than Impact's established normal service hours may be furnished on an "as available basis" at published rates then in effect. Replacement parts may have been used and/or reconditioned. Parts that have been replaced will remain the property of Impact.

**6. RECONDITIONING:** When, in its sole discretion, Impact determines a shop reconditioning is necessary to keep the equipment in working condition, Impact will submit to Customer an estimate of needed repairs and the cost thereof, which will be in addition to any other charges payable under this Agreement, refunding the unused portion of the maintenance charge. Thereafter, service will be available by Impact on a per call basis at Impact's published rates.

**7. CUSTOMER RESPONSIBILITY:** Customer will be responsible for daily care and cleaning of the top glass, dusting Equipment, replenishing toner, replacing disposal tank, clearing jams, etc., (where applicable). Customer also agrees to provide suitable electrical service and maintain proper environmental conditions.

**8. AUTOMATIC RENEWAL OR TERMINATION:** This Agreement shall become effective upon Customer signature or Purchase Order Number and shall continue until the end of the agreed copy volume or time, whichever occurs first, unless canceled by Impact or if Customer breaches any of its obligations hereunder or otherwise to Impact. Unless otherwise indicated, this is an annual contract. This Agreement shall be renewed automatically unless Customer notifies Impact, in writing, not less than ninety (90) days prior to the renewal date. Impact reserves the right to cancel this contract at its discretion upon five (5) days written notice. You agree that after the first twelve (12) months of the Term (or any extension or renewal) of this Agreement, and at the end of each following twelve (12) month period thereafter, the Maintenance Charges are subject to change in accordance with current volume, current prices and equipment age.

**9. CHARGES:** The initial charge for maintenance under this Agreement shall be the amount set forth on the front page of this Agreement. The Customer agrees to pay all additional charges for maintenance provided hereunder 10 days from the date of invoice for such charges. A late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is less, shall be charged on all overdue amounts from the date of invoice until paid. The Customer understands that alterations, attachments or specification changes may require an increase in maintenance charges and agrees to pay such charges promptly when due.

**10. SUPPLIES:** Toner-inclusive contracts are based on manufacturer supply consumption rates. Impact will determine and deliver supplies in accordance with agreed upon usage. Use of covered supply products above the expected usage may result in additional charges. Toner may be OEM original or non-OEM at the discretion of the Service Provider.

**11. PERFORMANCE OF EQUIPMENT AND USE OF OUTSIDE SUPPLIES:** The equipment Impact sells is designed to give excellent performance with Impact supplies; including, developer, toner and fuser oil. If the Customer uses supplies other than the supplies specifically manufactured for the use in the equipment that is covered and such supplies are defective or not acceptable for use in the equipment, and they cause service problems or abnormally frequent service calls, or damage the equipment, then Impact may, at its option, terminate this Agreement and refund the unused portion of the maintenance charges. In that event, the Customer will be offered service on a "per call" basis at published rates, or Impact may, at its option, decline to make a service call. Impact may also decline to service the equipment for the purpose of converting the equipment to use supplies of a different manufacturer other than those supplies then being used. It is not a condition of this Agreement, however, that the Customer use only Impact authorized supplies.

**12. METER READINGS:** Customer agrees to provide Impact with accurate meter readings based on the billing term from the front of this Agreement, or if mutually agreed upon, to provide Impact with timely access to all Equipment so that Impact may obtain meter readings as required. If accurate meter readings are not provided, or if timely access is not provided, Impact reserves the right to estimate the meter reading from previous meter readings.

**13. EARLY CARTRIDGE EXCHANGE:** Should it be determined that toner supplies, provided by Impact, are exchanged at a percentage of 15% or higher on a consistent basis (to be determined by Impact) the customer will incur a charge for the following toner needed OR an account review must be held to determine a price escalation to cover the additional charges. The early exchange of toner cartridges/units incurs additional costs to Impact that must then be assumed by the Customer. Initial contract pricing is based upon the use of cartridges supplied by Impact to a level of 7% and below, which the Customer agrees to by entering into this Agreement.

**14. DEFECTIVE SUPPLY RETURN POLICY:** In the event of a defective supply, the customer will notify Impact Networking and receive instructions on the proper return of the defective unit. Impact Networking will supply the prepaid means by which to return the item. It is the Customer's responsibility to ensure the defective item is returned following the instructions and return label provided within 5 business days of receipt of the replacement supply. If the product is not returned within the stated time period, or at least shown as shipped via Tracking number, the customer will be charged full retail value of the provided replacement supply.

**15. PRINTER REPLACEMENT DUE TO VALUE OF REPAIR:** Should it be determined that a printer repair will exceed 125% of the then-current value of the device, as determined by Impact, the device will be considered un-repairable and be replaced/excluded for coverage. Replacement devices may be provided by Impact at a percentage discount from retail to be determined by contractual value.

**16. NO WARRANTIES, EXPRESS OR IMPLIED:** IMPACT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. IMPACT SHALL NOT BE LIABLE FOR DELAYS IN MAKING REPAIRS, OR FOR SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED BY ANY REASON.

**17. LIABILITY LIMITATION:** Impact's total liability is limited to repair and maintenance under this Agreement. Impact will not be held liable to Customer or any other party for any personal injury or indirect, consequential damage, including, but not limited to, loss of use, revenue or profit. Impact will not be liable for any delay or failure to perform if its obligations due to any cause beyond its reasonable control, including without limitation, performing services at a location deemed by Impact as hazardous to health and safety, Acts of God or government, labor difficulties or failure of improper transportation, telephone or power. In no event shall Impact be liable for loss of data resulting in delays in supplying service, repair of, or attempts to repair the Equipment by Customer or by agents, representatives, or employees of Impact.

**18. INDEMNITY:** With respect to, arising from, or in connection with this Agreement, or from manufacture, maintenance, repair or use of any Equipment, Customer agrees to indemnify and hold harmless Impact and its agents, representatives, and employees from and against any and all claims, liabilities, damages, demands, cost and expenses of every kind and nature (including reasonable attorney's fees) arising from any injury or damage to any person, property, or business, excluding, however, any of the foregoing resulting solely from the gross negligence or misconduct of Impact or its agents, representatives or employees.

**19. RELOCATION OF EQUIPMENT:** Customer agrees to keep the Equipment at the installation address and shall not move it from that location without prior written consent of Impact, which shall not be unreasonably withheld. Customer shall be responsible for all costs associated with relocation. If the Equipment is moved to a new location, Impact shall have the right to charge a new rate for the new location and Customer agrees to pay the difference between the old rate and the new rate.

Customer agrees that it shall not move any Equipment that is subject to this Agreement, or any subsequent agreement between Impact and Customer, beyond Impact's service zones. If the Equipment is moved beyond Impact's service zones, Impact may elect to cancel this Agreement and will refund the unused portion of the maintenance charge.

**20. CUSTOMER UPGRADE OF EQUIPMENT:** If the Customer upgrades its equipment covered by this Agreement to other Impact products, Impact will credit the unused portion of the Agreement towards a new equipment maintenance covering the new equipment at the published price in effect at the time of the upgrade for a one year period.

**21. DEFAULT:** Customer shall be in default under this Agreement if Customer: (i) fails to make any payment to Impact or its agent within ten (10) days of when due or (ii) breaches any other term or condition included in this Agreement and Customer fails to cure any such breach within ten (10) days. In the event of a default, Impact may, in addition to other remedies, (i) refuse to service the Equipment until payment in full, including any late payment fees, are made; (ii) declare any and all sums (including penalties) which are due under the terms of this Agreement to be immediately due; (iii) furnish service on a C.O.D. "per call" basis at published rates; (iv) terminate this Agreement without advance notice; and/or (v) exercise any and all other remedies to which it may be entitled. The Customer agrees to pay Impact for all costs and expenses, including reasonable attorney's fees, incurred by Impact in establishing or enforcing its right hereunder.

**22. TAXES:** Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes accessible on the Equipment) and fees charged relative to this Agreement. Customer agrees to reimburse Impact for all amounts paid or payable by Impact in discharge of the foregoing taxes. Customer shall not be responsible for taxes based on Impact's gross or net income.

**23. NOTICES:** Notices required under this Agreement shall be written and sent to Impact at 13875 West Boulton Boulevard, Lake Forest, IL 60045 and to the Customer at the "bill to address" identified on the front side of this Agreement. All notice will be effective upon date of postmark.

**24. JURISDICTION:** This Agreement shall be interpreted, enforced, governed and construed exclusively according to the laws of the State of Illinois.

**25. FORUM AND VENUE:** The Parties agree that any dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the State and/or Federal Courts of Illinois. In the event of any claim regarding a dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement that is brought in State Court, the Circuit Court of Cook County, Illinois shall have exclusive jurisdiction over such dispute. In the event of any claim regarding a dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement that is brought in Federal Court, the United States District Court for the Northern District of Illinois shall have exclusive jurisdiction over such dispute.

**26. ATTORNEYS FEES AND LITIGATION COSTS:** In the event of a claim or litigation arising from or relating to the subject matter of this Agreement, and if Impact Networking prevails in such claim or litigation, the Customer/buyer/lessee shall reimburse Impact for all attorney's fees and costs resulting therefrom.

**27. ASSIGNMENT:** This contract is for the sole benefit of the Customer whose name appears on the front hereof and cannot be assigned by the Customer to any further owners of the covered Equipment.

**28. CONFIDENTIALITY CLAUSE:** Impact recognizes that it must conduct its activities in a manner designed to protect any information concerning Customer, its affiliates or clients (such information hereinafter referred to collectively as "Customer Information") from improper use or disclosure. Impact agrees to use its best efforts to treat Customer Information on a confidential basis. Impact agrees not to disclose any Customer Information to any person, firm or corporation except to Impact employees or holder of Owner's interest who have a need to know such Customer Information to perform the services contemplated hereunder without Customer's prior written consent or unless subject to court order or subpoena.

**29. APPROVAL REQUIREMENT:** This Agreement shall not be binding on Impact unless approved and executed by the President of Impact.

**30. SEVERABILITY:** If any provision, clause or section of this Agreement is adjudicated by a court of competent jurisdiction to be illegal, void, invalid or unenforceable, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, all remaining provisions, clauses and sections shall remain in full force and effect.

**31. ENTIRE AGREEMENT:** This document constitutes the entire Agreement between the Parties and supersedes all prior agreements, proposals and communications, whether written or oral, concerning the subject matter of this Agreement. Impact shall not be bound by any modification or waiver of the Agreement unless agreed to in writing. Any such writing must be approved and executed by the President of Impact.

## ACCEPTANCE

Impact agrees to furnish the Client in accordance with the terms and conditions of this Agreement. This contract is for the number of months (Term) or the stated number of images, whichever comes first, indicated on page 1. Any images above the stated amount will be billed at the Excess Image Charge. Client and Impact acknowledge that they have read this Agreement and the Terms and Conditions above, have caused this Agreement to be duly executed by their respective authorized representatives, and hereby agree as set forth herein.

### CLIENT (OBLIGOR)

CLIENT AUTHORIZED SIGNATURE

Melissa Wiak

CLIENT FIRST AND LAST NAME PRINTED

Village Administrator

CLIENT TITLE

DATE CLIENT SIGNED

### IMPACT

IMPACT AUTHORIZED SIGNATURE

IMPACT FIRST AND LAST NAME PRINTED

IMPACT TITLE

DATE IMPACT SIGNED



# Print Maintenance Agreement

## SCHEDULE A

EQUIPMENT (MAKE / MODEL / ACCESSORIES)	SERIAL NO.	STARTING METER	ENDING METER	LOCATION
<input checked="" type="radio"/> ADD <input type="radio"/> DELETE Kyocera TASKalfa 2554ci w/ internal stapling				Police Department
<input checked="" type="radio"/> ADD <input type="radio"/> DELETE Kyocera TASKalfa 2554ci				Police Department
<input checked="" type="radio"/> ADD <input type="radio"/> DELETE Kyocera TASKalfa 2554ci w/ internal stapling				Village Hall
<input checked="" type="radio"/> ADD <input type="radio"/> DELETE Kyocera ECOSYS M5526cdw				Public Works
<input checked="" type="radio"/> ADD <input type="radio"/> DELETE Kyocera TASKalfa 2554ci				Parks & Recreation
<input checked="" type="radio"/> ADD <input type="radio"/> DELETE Kyocera TASKalfa 2554ci				Fire Department
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This Agreement has been written in "Plain English". When we use the words You and Your in this Agreement, we mean the Customer described below. When we use the words We, Us, and Our, We mean Impact Networking Indiana, LLC. Our address is 8888 Keystone Crossing, Ste 350, Indianapolis, IN 46240.

CUSTOMER INFORMATION: Customer Name: Village of Thornton; Billing Street Address/City/County/State/Zip: 115 E. Margaret Street; Equipment Location (if different from above): ; Customer Phone Number: (708) 877-4456; Federal Tax ID Number: ; Supplier Name, Address, Phone ("SUPPLIER"): Impact Networking Indiana, LLC, 8888 Keystone Crossing, Ste 350 Indianapolis, IN 46240

EQUIPMENT table with columns: Make / Model / Accessories, Serial Number, Starting Meter. Content: See Schedule A

RENTAL TERMS and RENTAL PAYMENT AMOUNT table. Includes: Term in Months: 60; Rental Payment Amount: \$1,374.01; Documentation Fee/Origination Fee: \$200.00; Supplier Fuel/Freight Fee: \$19.50 per month; Total Advance Payment Amount: \$2,748.02

Overage Meter Frequency and Monthly Copy Allowance/Overage Copy Charge tables. Includes options for Monthly, Quarterly, Semi-Annual, Annual frequencies and specific meter type allowances and charges.

END OF TERM OPTIONS: You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under this Lease has occurred and is continuing: [X] Fair Market Value Purchase Option, [ ] \$1.00 Purchase Option, [ ] Fixed Price Purchase Option of 9% of Total Cash Price

YOU HAVE SELECTED THE EQUIPMENT DESCRIBED ABOVE (SUCH EQUIPMENT, TOGETHER WITH ANY AND ALL ACCESSORIES, ADDITIONS AND REPLACEMENTS THERETO, THE "EQUIPMENT". THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF OWNER AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS AGREEMENT. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS AGREEMENT AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER AGREEMENT TERM FOR ACCOUNTING PURPOSES. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS AGREEMENT SHALL BE DEEMED FULLY EXECUTED AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS. IF THIS AGREEMENT IS ASSIGNED, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAWS OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER VENUE. YOU HEREBY IRREVOCABLY SUBMIT GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT SO ELECTED BY THE OWNER OR ITS ASSIGNEE IN RELATION TO SUCH MATTERS. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS AGREEMENT AND AGREE TO THE TERMS OF PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

You agree that by providing a telephone number to a cellular or other wireless device, you are expressly consenting to receiving communications from us, our affiliates and agents (for non-marketing purposes) at that number, including, but not limited to, prerecorded and artificial voice messages, text messages, and calls from automated telephone dialing systems; these calls may incur fees from your cellular provider; and this consent applies to each such telephone number you provide to us now or in the future.

TERMS AND CONDITIONS

- 1. COMMENCEMENT OF AGREEMENT. Commencement of this Agreement and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Rental Term ("Term") of this Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Agreement. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Agreement you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Agreement.
2. IMAGE CHARGES. Each month during the Term of this Agreement, you agree to remit to us the Rental Payment and all other sums when due and payable at the address we provide to you from time to time. In return for the Rental Payment, you are entitled to produce the Monthly Copy Allowance for each applicable copy type each month. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Rental Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. You also agree to pay us the applicable Overage Copy Charge (plus applicable taxes) for each metered image that exceeds the applicable Monthly Copy Allowance for each copy type. You acknowledge that the Equipment includes a separate meter for each copy type and that you understand the differences between the copy types. We may estimate the number of images produced if you do not provide us with meter readings within seven (7) days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never pay us less than the Rental Payment. You agree that after the first twelve (12) months of the Term (or any extension or renewal) of this Agreement, and at the end of each following twelve (12) month period thereafter, the Rental Payments and Overage Copy Charges may be increased by an amount equal to the lesser of: (a) up to 15% of the Rental Payments and Overage Copy Charges in effect at the end of the prior twelve (12) month period; or (b) the maximum percentage permitted by applicable law. At our option, you will: (a) provide us by telephone or facsimile the actual meter readings when requested by us; (b) provide us (or our agent) access to the Equipment to obtain meter readings; or (c) allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit any automatic meter reading device periodically. Rental Payments are due whether or not you receive an invoice. If you have a dispute with the Supplier regarding the Equipment or any service, repair or maintenance of the Equipment (including without limitation, any Equipment designated "Service Only"), you shall continue to pay us all Rental Payments and Overage Copy Charges without deduction or withholding of any amounts. You authorize us to adjust the Rental Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier. You agree to pay us an interim payment from and including the Commencement Date through, but not including, the payment due date of the month next following the Commencement Date (the "Interim Rent Period") at a rate equal to 1/30th of the Rental Payment set forth herein for each calendar day during the Interim Rent Period.
3. OTHER CHARGES. You agree to: (a) pay all assessments, taxes and charges governmentally imposed upon Owner's purchase, ownership, possession, leasing, renting, operation, control or use and pay all premiums and other costs of insuring the Equipment; (b) reimburse us for all costs and expenses incurred in enforcing this Agreement; and (c) pay all other costs and expenses for which you are obligated under this Agreement. You agree, at our

Continued on Page 2

OWNER ("We", "Us") and CUSTOMER ("You") signature blocks. Owner: Impact Networking Indiana, LLC; Customer: Village of Thornton, Melissa Wiak, Village Administrator.

discretion, to either: (1) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by us each month our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the Billing Period sums includes a separately stated estimate of personal property taxes, we acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Equipment during the Term. As compensation for our internal and external costs in the administration of taxes related to this Agreement, you agree to pay us a processing fee by asset or contract per year during the Term, not to exceed the maximum permitted by applicable law. The Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year of the Term to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we deem appropriate. We may take on your behalf any action required under this Agreement which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law). You agree to pay a monthly Fuel/Freight Fee, specified on page 1 of this Agreement, which will be remitted by us to the Supplier. In addition, we may charge you and you agree to pay us a UCC filing fee of \$35.00 and reimburse us for all costs involved in documenting and servicing this Agreement.

4. **LATE CHARGES.** For any payment which is not received within three (3) days of its due date, you agree to pay a late charge not to exceed the higher of 10% of the amount due or \$35 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

5. **MAINTENANCE AND SERVICE; OWNERSHIP AND USE.** The Supplier identified on page 1 of this Agreement ("Supplier") has agreed to provide **FULL SERVICE MAINTENANCE DURING NORMAL BUSINESS HOURS, INCLUDING ALL TONER, DEVELOPER AND PARTS NECESSARY TO PRODUCE IMAGES. YOU MUST PURCHASE COPIER PAPER AND STAPLES SEPARATELY.** You acknowledge that: (a) the Supplier is solely responsible for all service maintenance of the Equipment set forth herein; (b) in the event that we assign this Agreement, our assignee (1) shall not be responsible for any service, repair or maintenance of the Equipment; and (2) will bill (on a pass through basis) on behalf of Supplier any applicable Overage Copy Charges and the portion of the Rental Payment attributable to service maintenance of the Equipment, whether "Service Only" or not; and (c) no assignee of us shall be a party to any service maintenance agreement. You agree to pay for service maintenance outside of the Supplier's normal business hours for service required by your negligence or misuse of the Equipment at Supplier's customary rates. We reserve a security interest in the Equipment to secure all of your obligations under this Agreement. We own the Equipment and you have the right to use the Equipment under the terms of this Agreement. If this Agreement is deemed to be a secured transaction, you grant us a first priority security interest in the Equipment to secure all of your obligations under this Agreement. We hereby assign to you all our rights under any manufacturer and/or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on page 1 of this Agreement without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty and specifications; and (d) give us reasonable access to inspect the Equipment and its maintenance and other records. If any Equipment is designated "Service Only", you acknowledge and agree that: (1) we do not own such Equipment; (2) we are not providing such Equipment to you pursuant to the terms of this Agreement. (3) Supplier has agreed to provide full service maintenance of such Equipment pursuant to the terms outlined above; and (4) the portion of the Rental Payment which relates to such Equipment includes only the full service maintenance of such Equipment and not the use or rental of the Equipment.

6. **INDEMNITY.** You are responsible for all losses, damages, claims, infringement claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Agreement for acts or omissions which occurred during the Term of this Agreement. You also agree that this Agreement has been entered into on the assumption that we are the owner of the Equipment for U.S. federal income tax purposes and will be entitled to certain U.S. federal income tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from the failure of any assumptions in this Agreement to be correct or caused by your acts or omissions inconsistent with such assumption or this Agreement. In the event of any such loss, we may increase the Rental Payments and other amounts due to offset any such adverse effect.

7. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Rental Payments, Overage Copy Charges and other charges; (ii) the present value of all remaining Rental Payments and other charges for the effected item(s) of Equipment; and (iii) the Fair Market Value of the effected item(s) of Equipment. We will then transfer to you all our right, title and interest in the effected item(s) of Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Agreement, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us. No such loss or damage shall relieve you of your payment obligations under this Agreement.

8. **INSURANCE/COLLATERAL PROTECTION.** You agree (a) to keep the Equipment fully insured through a carrier acceptable to Us against loss at its replacement cost, with us named as loss payee; (b) you also agree to obtain a general public liability insurance policy from anyone who is acceptable to us and to include us as an insured on the policy; (c) to provide proof of insurance satisfactory to us no later than thirty (30) days following the commencement of this Agreement (or at commencement if we so elect), and thereafter upon our written request; (d) if you fail to obtain and maintain property loss insurance satisfactory to us and/or you fail to provide proof of such insurance to us within thirty (30) days of the commencement of the Agreement (or at commencement if we so elect), we have the option, but not the obligation, to do as provided in either (A) or (B) as follows, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us for the insurance premiums and related charges on which we may make a profit and you acknowledge the premiums may be higher than the premiums that you would pay if you placed the insurance independently, and may result in a profit to us through an investment in reinsurance. Any insurance proceeds received will be applied, at our option, (i) to repair, restore or replace the Equipment, or (ii) to pay us the remaining balance of the Agreement plus our estimated residual value, both discounted at 3% per year, provided we elect to apply this subsection A. (B) We may bill you and you shall pay us a monthly property damage surcharge of up to .0035 of the total stream of payments as a result of our administrative costs, credit risk or other costs. We may make a profit on this program. Provided you are current in paying the property damage surcharge and all other obligations under this Agreement at the time of a loss (intentional acts are not included), the remaining balance owed on this Agreement will be forgiven, provided we elect to apply this subsection B. **NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR OBLIGATION TO MAINTAIN LIABILITY INSURANCE COVERING THE EQUIPMENT.**

9. **DEFAULT.** You will be in default under this Agreement if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Agreement; (b) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (c) any representation made by you is false or misleading in any material respect; (d) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors; or (e) you default under any other agreement with us or our assignees.

10. **REMEDIES.** If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Rental Payments, Overage Copy Charges and other charges; (ii) the present value of all remaining Rental Payments and other charges, discounted at the rate of 3% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 11, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; and (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. **END OF TERM OPTIONS; RETURN OF EQUIPMENT.** If you are not in default, at least 30 days prior to the end of the Term (or the Renewal Term) you shall give us written notice of your intention at the end of the Term (or the Renewal Term) which election cannot be revoked, to either: (a) return all, but not less than all, of the Equipment at your expense; or (b) purchase all, but not less than all, of the Equipment AS-IS AND WHERE-IS WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE for the Fair Market Value, plus applicable sales and other taxes. **IF YOU FAIL TO PROVIDE US WITH SUCH 30 DAY PRIOR WRITTEN NOTICE, OR HAVING NOTIFIED US, YOU FAIL TO EITHER RETURN THE EQUIPMENT, OR PURCHASE ALL OF THE EQUIPMENT AT THE END OF THE TERM OF THIS AGREEMENT, THEN THIS AGREEMENT SHALL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS (THE "RENEWAL TERM")** and all of the provisions of this Agreement shall continue to apply, including, without limitation, your obligations to remit Rental Payments, Overage Copy Charges and other charges, until all of the Equipment is returned to us (either because we demand return of the Equipment or you decide to return the Equipment). If you are in default, or at the end of the Term (or the Renewal Term), you shall: (1) return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications; and (2) securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Agreement or for damages incurred in shipping and handling.

12. **ASSIGNMENT.** You may not assign or dispose of any rights or obligations under this Agreement or sublease the Equipment without our prior written consent. We may, without notifying you: (a) assign all or any portion of this Agreement or our interest in the Equipment; and (b) release information we have about you and this Agreement to the manufacturer, Supplier or any prospective investor, participant or purchaser of this Agreement. If we do make an assignment under subsection 12(a) above, our assignee will have all of our rights under this Agreement, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

13. **MISCELLANEOUS.** Notices must be in writing and will be deemed given five (5) days after mailing to your (or our) business address. You represent that: (a) you have authority to enter into this Agreement and by so doing you will not violate any law or agreement; and (b) this Agreement is signed by your authorized officer or agent. This Agreement is the entire agreement between us, and cannot be modified except by another document signed by us. This Agreement is binding on you and your successors and assigns. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us, our agent or our assignee to: (a) obtain credit reports and make credit inquiries; (b) furnish your information, including credit application, payment history, and account information to credit reporting agencies and our assignees, potential purchasers or investors, and parties having an economic interest in this Agreement or the Equipment, including, without limitation, the seller, Supplier or any manufacturer of the Equipment; and (c) you irrevocably grant us the power to prepare, sign on your behalf (if applicable), and file, electronically or otherwise, Uniform Commercial Code ("UCC") financing statements and any amendments thereto or continuation thereof relating to the Equipment, and containing any other information required by the applicable UCC. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Agreement to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Agreement, including your proper legal name, serial numbers and any other information describing the Equipment. At our sole discretion, we may permit the early termination of this Agreement. If permitted, you agree to pay us a fee for such privilege. **THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UCC. YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A (508-522) OF THE UCC. YOU FURTHER HEREBY ACKNOWLEDGE AND AGREE THAT WE AND/OR THE SUPPLIER MAY MAKE A PROFIT ON ANY AND ALL FEES REFERENCED HEREIN AND, IN SO DOING WAIVE ANY AND ALL CLAIM WHICH YOU MAY HAVE FOR UNJUST ENRICHMENT.** We may receive compensation from the manufacturer and/or Supplier of the Equipment in order to enable us to reduce the cost of this Agreement below what we otherwise would charge. If we received such compensation, the reduction in the cost of this Agreement is reflected in the Rental Payment.

14. **ELECTRONIC TRANSMISSION OF DOCUMENTATION.** This Agreement may be executed (including via electronic signature) in counterparts. The executed counterpart, or version with your manual, faxed, scanned or electronic signature, which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation: (i) any hearing, trial or proceeding with respect to this Agreement; and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If you sign and transmit this Agreement to us by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. You agree that the facsimile or other electronic transmission of this Agreement manually signed by us, when attached to the facsimile or other electronic copy signed (manually or electronically) by you, shall constitute the original agreement for all purposes. The parties further agree that, for purposes of executing this Agreement, and subject to our prior approval and at our sole discretion: (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document; (b) the electronic or manual signature of any party on such document shall be considered as an original signature; (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures; and (d) at our request, you, who executed this Agreement and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Agreement containing your original manual signature to us, if applicable. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement.



**RESOLUTION  
FOR  
AUTHORIZATION FOR SALE OF PROPERTY**

**WHEREAS**, the Village of Thornton is a Home Rule Municipality; and

**WHEREAS**, pursuant to its Home Rule Authority, the Village of Thornton may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the Village of Thornton previously acquired parcels of real property for the purposes of rehabilitation, redevelopment and economic development; and

**WHEREAS**, the Village of Thornton has established a property sale policy including the Neighbor Sale Program; and

**WHEREAS**, pursuant to said policies, the Village of Thornton now desires to sell real estate located within the Village of Thornton; and

**WHEREAS**, that the President and Board of Trustees of the Village of Thornton have determined that it is in its best interest to sell the following real estate:

LEGAL PROPERTY DESCRIPTION:

**The South 30 feet of Lot 3 in Block 18 in the Village of Thornton, a subdivision in the Northwest 1/4 of Section 34, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.**

**PIN: 29-34-123-011-0000**

**Commonly known as: 110 S. Williams Street, Thornton, Illinois 60476**

Said real estate being no longer necessary, appropriate, or required by the Village and not necessary to the public use, having never been dedicated to such use.



WHEREAS, said real estate will be purchased by **Ken Zomparelli**, pursuant to the terms of the Redevelopment Agreement attached hereto as Exhibit "A".

WHEREAS, **Ken Zomparelli**, shall remit payment to the Village in the amount of Five Thousand Dollars 00/100 (\$5,000.00) for the purchase of the Property described in the Legal Property Description.

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

SECTION 1: That pursuant to its Home Rule Powers, the Village hereby authorizes the transfer of the following described property to **Ken Zomparelli**, pursuant to the Redevelopment Agreement for a purchase price of Five Thousand Dollars and 00/100 (\$5,000.00):

LEGAL PROPERTY DESCRIPTION

**The South 30 feet of Lot 3 in Block 18 in the Village of Thornton, a subdivision in the Northwest 1/4 of Section 34, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.**

PIN: **29-34-123-011-0000**

Commonly known as: **110 S. Williams Street, Thornton, Illinois 60476**

SECTION 2: That the President and Village Clerk of the Village of Thornton are authorized to execute any and all documents necessary to accomplish said sale.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF THORNTON,  
ILLINOIS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

AYE: \_\_\_\_\_

NAY: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED by me this \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2024.

\_\_\_\_\_  
Joseph Pisarzewski, Acting President  
Village of Thornton

ATTEST:

\_\_\_\_\_  
Debra Pisarzewski  
Village Clerk  
Village of Thornton

VILLAGE OF THORNTON  
REDEVELOPMENT AGREEMENT FOR  
110 S. WILLIAMS STREET, THORNTON, IL 60476 AND KEN ZOMPARELLI

THIS AGREEMENT is made on or as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the **VILLAGE OF THORNTON**, a Municipal Corporation (“Village”) having its offices at 115 E. Margaret Street, Thornton, IL 60476 and **Ken Zomparelli** (“Buyer”) regarding the transfer of property located at **110 S. Williams Street, Thornton, IL 60476** (the “Property”).  
Property Index Number: **29-34-123-011-0000**.

WITNESSETH:

**WHEREAS**, the Village owns parcels of land for development within the Village; and

**WHEREAS**, the Village seeks to cause the return of vacant properties to tax producing status; and

**WHEREAS**, the Village seeks to aid the private sector in the redevelopment and reuse of vacant properties for the purposes of reactivating its tax base and encouraging the retention and attraction of residents in the Village; and

**WHEREAS**, the Buyer has been found qualified by the Village to purchase property; and

**WHEREAS**, the Property is in need of redevelopment; and

**NOW, THEREFORE**, in consideration of the premises and mutual obligations of the parties hereto, each of them covenant and agree with the other as follows:

1. The Village agrees to sell the above-referenced Property to the Buyer for \$5,000.00. Buyer is also responsible for recording fees and all fees associated with the transfer.
2. Village will convey the Property to Buyer by recordable Quit Claim Deed subject

to the terms of this agreement and any liens or encumbrances held by others. Buyer may order a title insurance commitment and survey at Buyer's expense. The Village does not provide Title or survey. The Village may, but is not required to remove exceptions shown by title commitment or survey. If Village declines not to remove exceptions the Buyer may terminate contract.

3. Property is currently municipally owned, no tax prorations will be given at closing.

4. The Buyer has conducted its due diligence investigation concerning the condition of the improvements upon the Property and will take title to the Property in an "AS IS" condition. After the Village passes a resolution authorizing transfer of the Property to Buyer, Buyer will conduct its due diligence investigation concerning the title to the Property including all liens, taxes and encumbrances, consult with an attorney of its choosing concerning the title to the Property, and order a title commitment and survey.

After receiving and reviewing title commitment and survey, Buyer will inform the Village whether he is satisfied with the condition of said title. If Buyer is not satisfied with the condition of title and Village does not remove objectionable exceptions to title, Buyer may terminate this Redevelopment Agreement and have any funds deposited with the Village returned to him. THE VILLAGE OF THORNTON MAKES NO WARRANTIES OF ANY KIND CONCERNING THE MERCHANTABILITY OF THE TITLE TO THE PROPERTY OR THE CONDITION OF THE STRUCTURE OR THE STATUS OR PRESENCE OF ANY ENVIRONMENTAL CONTAMINATION (INCLUDING MOLD OR OTHER HAZARDOUS MATERIALS ON THE PROPERTY OR THE OCCUPANCY STATUS OF THE PROPERTY.

5. Closing to take place within 60 days of Village approval. If Buyer defaults or refuses to close for reasons other than exceptions shown on the title commitment or survey, the Village will retain all funds deposited with Village by Buyer as liquidated damages. The Village of Thornton will NOT execute a statement required for issuance of ALTA owners and loan policies commonly called "ALTA" statement, at closing.

6. Within three (3) weeks of closing, the Buyer shall apply for Village building, plumbing, and electrical permits to rehabilitate Property as a mixed commercial/residential unit. Within one (1) year of closing, the Buyer shall improve and rehabilitate the Property in strict accordance with the approved permits. Buyer shall not deviate from the approved permits without written consent and approval from the Village.

7. The Property shall be conveyed to the Buyer as the approved applicant. No assignments, additions or changes to the Buyer is permitted. Buyer shall not convey, sell or assign the Property or any part thereof within one (1) year after closing without written approval and consent from the Village or without a certificate of occupancy issued by the Village.

8. The Buyer agrees for itself, its heirs, successors and assigns that:

- a. There shall be no discrimination upon the basis of race, color, religion, sex or national origin in the sale, lease, rental or occupancy of the Property.
- b. Buyer has no current or past interest in the Property.

9. The Buyer shall accept title to the Property subject to a covenant substantially in the following form. The Project shall be completed no later than one (1) year after the delivery of this deed, unless otherwise approved by the Village. The Buyer shall not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, rental or occupancy of

the Property. Failure to comply with this covenant may cause all title, rights and interest in the Property herein conveyed to revert to the Village of Thornton, and the Village shall be entitled to recover all costs and expenses, including attorney's fees incurred in re-vesting title in the Village. This covenant shall run with the land and shall terminate upon completion of rehabilitation of the Property in accordance with the approved permits. This covenant shall be enforceable against the Buyer, his heirs, successors and assigns.

10. Subsequent to the closing, the Buyer is required to undertake the following three (3) actions during a one (1) year period:

- a. Apply for an approved building permit(s) to bring the Property in compliance with the Village of Thornton Building Code and Property Maintenance Code, within three (3) weeks of closing;
- b. Completion of building improvements pursuant to the building permit, within one (1) year of closing;
- c. On-time payment of property taxes to the Cook County Treasurer.

It is acknowledged by the Buyer that not undertaking each of the three (3) said actions may result in the Buyer being held in default and the Village recording the Reconveyance Deed which will result in the Buyer forfeiting the Property and any payments made in connection therewith and any improvements made to the Property.

11. Prior to the conveyance of the Property to the Buyer, the Buyer shall deliver to the Village a recordable re-conveyance warranty deed for the Property, re-vesting title in the Village free and clear of all liens and encumbrances. The Village shall have the right to record the re-

conveyance warranty deed if there is a default in any of the terms of this agreement by the Buyer at any time or if the Buyer cannot or does not complete the Project in accordance with the terms of this Agreement. So long as Buyer is not in default and has completed improvements and rehabilitated the Property in strict accordance with approved building permits, the Village shall return the re-conveyance warranty deed to the Buyer one (1) year from the date of closing, or sooner if Buyer completes the Project in less than one (1) year.

12. The Buyer warrants and represents that neither it nor any of its employees or agents is acting on behalf of any owner, occupant or party who has an interest in or is responsible for the payment of delinquent taxes on the Property prior to the signing of this Agreement. The Buyer further warrants and represents that no benefit shall accrue by virtue of this Agreement to any party, other than itself, who has an interest in the Property prior to the conveyance to the Buyer.

13. Defense of collateral attacks against deed, appeals, any pre-taxed and post-taxed deed proceeding shall be the sole responsibility of the Buyer.

14. The Buyer, its successor and assigns, shall indemnify and hold the Village and its agents harmless against any and all claims, known and unknown, including environmental conditions or violations of existing environmental laws or other encumbrances, arising out of or during the Village's ownership of the Property or arising out of Buyer's performance or, or failure to perform its obligations under this Agreement.

15. The Village reserves the right to take any and all steps pursuant to its police power to preserve and protect the Property and the public. The Village has the right to refuse to issue or extend building permits in the event that the Buyer is in default of any of the terms of

this Agreement.

16. Buyer hereby represents and warrants to the Village that at all times Buyer shall comply with all applicable Village zoning ordinances and regulations, and all building and fire code regulations, and all other applicable Village ordinances, resolutions and regulations. Buyer will pay his/her real estate taxes in a timely manner and agrees not to exempt the Property from real estate taxes during his period of ownership or control.

17. The parties do not presently believe or contemplate that this project is subject to the Prevailing Wage Act (820 ILCS 130/1) under the law as it exists today. However, in the event that this project is determined to be subject to the Prevailing Wage Act, the Buyer shall comply with the Prevailing Wage Act and indemnify and hold the Village and its officers and employees under or pursuant to the Prevailing Wage Act, including interest and penalties.

18. The parties acknowledge that documents related to this transaction may be subject to disclosure under the Illinois Freedom of Information Act.

IN WITNESS WHEREOF, the Village has caused this Agreement to be duly executed in its name and behalf by its Mayor and the Buyer has signed the same on or as of the date first written above.

**VILLAGE OF THORNTON**

\_\_\_\_\_  
Joseph Pisarzewski, Acting Mayor

Date \_\_\_\_\_



**ATTEST:**

\_\_\_\_\_  
Debra Pisarzewski, Village Clerk

Date \_\_\_\_\_

**Buyer**

\_\_\_\_\_  
Ken Zomparelli

Date \_\_\_\_\_

**Attachment A**

Legal Description:

**The South 30 feet of Lot 3 in Block 18 in the Village of Thornton, a subdivision in the Northwest 1/4 of Section 34, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.**

**PIN: 29-34-123-011-0000**

**Commonly known as: 110 S. Williams Street, Thornton, Illinois 60476**

Y:\SCOTT\THORNTON\05005.378 - DEMO - 110 S. Williams Street\Redevelopment Agreement - 110 S. Williams Street, Thornton - 6-3-24.



**CITY OF ELMHURST**  
**209 NORTH YORK STREET**  
**ELMHURST, ILLINOIS 60126-2759**  
 (630) 530-3000  
 www.elmhurst.org

Section IX, Item A.  
 JACKI  
 CITY CLERK  
 DAN CURRAN  
 CITY TREASURER  
 JAMES A. GRABOWSKI  
 CITY MANAGER

May 24, 2023

TO: Mayor Levin and Members of City Council

RE: Referral: Residential Chicken Keeping

The Development, Planning and Zoning Committee met on May 22, 2023, to discuss the referral regarding residential chicken keeping.

The Committee spent time discussing whether regulations pertaining to residential chickens are appropriate in the Zoning Ordinance or, like bee keeping, should be kept in the Municipal Code. The Committee agreed that if the City Council chooses to allow the keeping of chickens, the regulations are most appropriate in the Municipal Code (MCO) and recommend the referral be sent to the Public Affairs & Safety Committee for review. It was noted that City Staff spoke to staff in 5 nearby suburban communities and those communities reported minimal issues and few complaints related to chicken keeping.

The Committee also reviewed the research provided by staff (see memo attached) and recommend the following items to be considered by Public Affairs & Safety Committee:

1. Fencing/enclosure requirements
2. Restricting sale of eggs, keeping of roosters, and breeding
3. Treating coops like accessory structures with respect to lot coverage and adhering to stormwater requirements.
4. Coop setbacks

The Committee suggests the PA&S Committee review the items included in the above paragraph, along with the staff memo dated May 18, 2023, with attached spreadsheet and document with coop information from the Boulder County Colorado State University Extension.

Therefore, the Development, Planning and Zoning Committee recommends that the City Council refer the residential chicken keeping referral to Public Affairs and Safety Committee.

Respectfully submitted,  
 DEVELOPMENT PLANNING AND ZONING COMMITTEE

*Marti Deuter / EF*

Marti Deuter, Chair

*Jennifer Veremis / EF*

Jennifer Veremis, Vice-Chair

*Tina Park / EF*

Tina Park, Ald. 5<sup>th</sup> Ward



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SC Section IX, Item A.

MAYOR  
**JACKIE HADDAD-TAMER**  
CITY CLERK  
**DAN CURRAN**  
CITY TREASURER  
**JAMES A. GRABOWSKI**  
CITY MANAGER

July 14, 2022

To: Mayor Levin and Members of the City Council

Re: Referral: Residential Chicken Keeping

It is respectfully requested that the attached request from Chris Jensen, Ward 3 Alderman; Emily Bastedo, Ward 6 Alderman; Jacob Hill, Ward 2 Alderman for Residential Chicken Keeping be referred to the Development Planning and Zoning Committee for review and recommendation back to the City Council.

Respectfully submitted,

James A. Grabowski  
City Manager

To: Mayor Scott Levin and City Manager Jim Grabowski  
From: Aldermen Chris Jensen, Emily Bastedo, and Jacob Hill  
Re: Residential Chicken Keeping  
Date: 7/14/2022

A decade ago, a proposal to allow residents to own a limited number of chickens was considered by City Council Committees, ultimately with no action taken. We believe it is time to consider this topic again.

In the last few years, partly as a result of the pandemic and partly as a result of food price inflation, we have seen concerns about food security become increasingly vocalized by residents. At the same time, a number of DuPage County municipalities, including Lombard, Villa Park, and Wheeling, to name a few, have changed their policies and have allowed residents to keep chickens. Similarly, unincorporated DuPage County began to allow chickens as well. While there are many benefits to allowing residents to raise chickens, we understand that there will be some concerns as well. These areas enacted similar, reasonable guidelines that enabled successful chicken coops in residential areas.

We are requesting that city staff and the appropriate committee examine the pros and cons of changing city ordinances to allow residents to keep a small number of chickens (hens only). The experience of other DuPage County municipalities that allow chickens, especially recent additions to that list, will be very instructive and can provide policy guidance.

We request that this referral be submitted to the appropriate committee for review.

Respectfully submitted,

Chris Jensen, Third Ward Alderman  
Emily Bastedo, Sixth Ward Alderman  
Jake Hill, Second Ward Alderman



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S Section IX, Item A.

**JACKIE HADDAD-TAMER**  
CITY CLERK  
**DAN CURRAN**  
CITY TREASURER  
**JAMES A. GRABOWSKI**  
CITY MANAGER

Date: May 18, 2023

To: Chair Deuter and Members of the DPZ Committee

From: Eileen Franz, City Planner

Re: Referral: Residential Chicken Keeping

On July 14, 2022 an aldermanic referral was submitted regarding backyard chicken keeping. The referral requests examining the pros and cons of residential chicken keeping (hens only). Staff reviewed the requirements of 10 nearby communities and their regulations for residential hen keeping. The majority of the communities addressed them in their MCO rather than the Zoning Ordinance. Both the referral and an excel spreadsheet that includes the information from those communities are attached. It should be noted that there was also a 2013 referral on whether to allow chickens in residential districts. No code changes were implemented during that review.

Location/Zoning

The majority of the communities surveyed only allow the keeping of hens on residential property. However, Batavia also allows hen keeping in their Public Facilities and Institutional District. Similar to bee keeping, the Council may consider allowing the keeping of hens in other districts when accessory to a school or university.

Villa Park was the only community surveyed with a minimum lot area requirement of 6,000 s.f. Other communities permit chickens on compliant residential lots. Of note, the minimum lot size in the R2 District is 7,260 square feet. Due to most lots being platted prior to the current zoning ordinance there are many lots that are less than the minimum.

Setbacks

Almost all communities limit the location of hen keeping to the rear yard of residential properties. Actual setback requirements for structures associated with hens vary by community, though 10 feet from lot lines is common amongst surveyed communities. For reference, accessory structures in the R2 District have a 5-foot setback requirement from rear and side lot lines. A few communities also include a requirement for setbacks

from single-family homes, both on the property with chickens and adjacent homes. This setback ranges from 10 to 30 feet. If a distance requirement is considered, it is recommended that if a new home is constructed on adjacent property a coop would not have to be relocated to meet the setback.

### Restrictions

All communities restrict roosters and the majority also provide language prohibiting slaughter on site. Additionally, some communities restrict the sale of eggs. If the Council chooses to allow chickens it is recommended that language regarding the above items be considered for inclusion. ✓

### Number Allowed

The number of hens allowed on a property varies by community. Three of the surveyed communities have a minimum requirement of 2 hens. Additional research indicates that hens are social animals. All communities restrict the number of hens on a property and it is recommended a limit be included if hens are allowed in Elmhurst. ✓

### License and Permits

The majority of communities requires some type of licensing and/or permitting. Wheeling and Bensenville also require proof of registration with the Illinois Department of Agriculture. It is understood that this type of registration is meant to be more appropriate for farms or a business, however, if there are any issues with chickens, for example a disease, it ensures that an owner is notified. A nominal fee is required in some communities and an annual renewal. It is recommended that there be some type of permit and/or licensing process if the Council chooses to allow the keeping of hens. ✓

### Enclosure/Coop Requirements

Communities vary in enclosure requirements but the majority address them in some manner. A few communities limit the height of a coop to 8 feet. Lombard requires that coop structures be secured to the ground to withstand wind loads and that stick built structures be built of wood that is resistant to decay. If a pre-fab structure is used it must meet manufacturer's specifications. Western Springs requires installation of a professional predator protection system. Wheeling, Villa Park and Lombard require either insulated walls or an insulated blanket during inclement weather.

Codes reference sanitation, waste disposal, cleanliness and keeping of food in a secure manner. For example, food must be kept in a rodent proof container and coops cleaned regularly to prevent becoming a nuisance.

Wheeling requires 6 square feet of run area per hen and maximum of 100 square feet is allowed for both the coop and the run. Villa Park has a similar requirement with 4 square feet of outdoor area per hen with a maximum of 100 square feet for both run and coop.

#### Items for Consideration

Based on preliminary review, staff recommends the following items be considered when determining whether the City of Elmhurst should allow residential hen keeping:

- Location: should there be a limitation to only residential property, a minimum lot size? Should schools and universities also be allowed to house hens for teaching purposes?
- Setbacks: setbacks for coops and runs should be evaluated.
- Restrictions: consider prohibition of roosters, slaughter, and sale of eggs.
- Number Allowed: a maximum number of hens should be included in the regulations.
- License and Permitting: should a permit or registration be required along with inspections?
- Enclosure and Coop requirements: sanitation requirements, structure type, weather proofing and coop/run areas should be evaluated.

Please let me know if you have any questions.

Community	Zoning Ordinance or MCO under Animal Control	Registration/Permit Required	Number Allowed	Zoning District Allowed	Lot Size Requirements	Yard Requirements	Enclosure Requirements	Prohibitions	Building Code Requirements	Sanitation/Nuisance Regulations	Other	
Herzog	MCO under Animal Control	Yes, no fee but inspection is required. Licenses are also allowed on periodic basis per registration.	Maximum 5 in Residential Districts, 37 Residential and Public Use and Institutional Districts	RD, R1 and R2 single-family residential districts		150 feet from streets, 10 feet between structures, 20 feet from occupied residential structure on adjacent property, meet accessory structure setback requirements. Rear yard setback.	Must be covered inside enclosure and adjacent covered outside fence area. Outside area must be no less than 32.1'. Hens must be in enclosure area at all times.	No roosters or slaughter. No run at large in village.	Building permit required, same fee as shed.	All enclosures shall be constructed and maintained in such a manner as to be free of rodent infestation. Electric wire to be protected by conduit. All feed and water bins that are located within the height of children that are likely to attract or to become entangled with rats, mice or other rodents shall be protected in a container with a tightly fitted lid so as to prevent rodents from gaining access to or coming into contact with them. All areas where hens are kept shall be maintained in a neat and clean manner, free of manure, feathers, and other objectionable materials. Chickens to produce noise level enough to disturb the peace of persons of reasonable sensitivity, and it is hereby declared a nuisance and shall be unlawful for any person to allow such nuisance to exist.		
Northland	Zoning Ordinance	Permit required, \$50 fee, need a lot of 1/4 acre or more. Electric if applicable (no fee for yearly renewal)	Max 6, minimum 2	R02, R1 and R2 single-family residential districts		Rear yard only, 10 feet setback.	All hens shall be kept within a covered enclosure/structure with an attached covered/enclosed outdoor area to prevent hens from wandering. Enclosure and outdoor area shall be fenced. An outdoor area minimum of four (4) square feet per hen will be required and a minimum of one hundred and fifty (150) square feet will be permitted for both the covered enclosure/structure and outdoor area. No higher than 8 feet. Structure shall contain insulated walls and/or an insulated blanket shall cover the structure during the winter months.	Roosters and sale of eggs not allowed in form of game, poultry, poultry products, etc.	Chickens coop structures must be secured to the ground to withstand winds. Chickens shall be of approved wood of natural resistance to decay (pressure treated, western cedar, etc.) or treated lumber (painted or stained). Pre-fabricated chicken coops shall be constructed in accordance with the manufacturer's specifications.	All areas where hens are kept shall be clean and well maintained with little to no accumulation of waste. In addition, there shall be no accumulation of manure, food or waste odors that are detectable on adjacent properties. Chicken coops shall be maintained in a manner that provides adequate lighting and ventilation, and protects chickens from cold weather, precipitation, rodents, predators, and trespassers. All feed shall be kept in a sealed metal container. All water containers shall be labeled, clearly marked, and plugged into a GFI protected electric circuit.	Originally limited to 50 residential zoning lots at one time but amended to remove less than 1 year after adoption. Currently have 40 permits.	
Bookfield	MCO		No more than 3 hens				Structure must meet setbacks.	Roosters and composting chicken feed waste and bedding.	Structure must meet building requirements.			
Westrim Springs	ZO - MCO for Nuisance	Building permit required with 2 inspections.	No more than 4	Residential lot		Rear yard, 10 feet from lot lines and 5 feet from rear lot line.	No higher than 8 feet. Outdoor shelters shall be designed to be architecturally compatible with the principal residence or any building accessory structure. Shelters shall be constructed of non-combustible materials and shall be maintained to be weathertight in winter. Shelters shall be constructed and maintained to be weathertight in winter. Shelters shall be maintained in a manner that provides adequate lighting and ventilation, and protects chickens from cold weather and to be secure from predators. A professional pest control system approved by the community development department shall be installed on any property with a chicken enclosure. All structures shall have adequate ventilation and in a manner that allows them to be easily cleaned.	Roosters or slaughter. Cannot run at large in the village.		Interior area of any shelter and the rear yard area shall be maintained in a sanitary condition.	Chickens may be allowed outside in a fenced rear yard fence area while in the presence of their owners or employees. No chickens shall be allowed outside in a fenced enclosure or inside a residence or a garage when left unattended.	
Durham County			Maximum 5	Residential property		Structure must be behind the front wall of the principal building, which is nearest to the front lot line, and not less than 10 feet from the front lot line, and not less than 10 feet from any side or rear lot line.	Enclosed structure.					
Vista Park	MCO Animal and Fowl	Annual building permit shall be required for all permanent enclosures/structures associated with the keeping of hens. A building inspection/approval is required for all structures containing a hen license. \$50 fee yearly renewal no fee.	Max 6, minimum 2	Single family residential	6000 sq ft	Rear yard only, 10 foot setback from all lot lines.	Enclosed structure with an attached covered/enclosed outdoor area to prevent hens from encroaching onto neighboring properties. An insulated blanket or walls are required.	No rooster or slaughter. No quarters, slaughter or other poultry.			No areas where hens are kept shall be clean and well maintained with little to no accumulation of waste. In addition, all areas where hens are kept shall not produce or cause odors that are detectable on adjacent properties.	No outdoor areas minimum of four (4) square feet per hen will be required and a maximum of one hundred (100) square feet will be permitted for both the covered enclosure/structure and outdoor area.





## Chicken coop requirements

### Longmont Municipal Code – Backyard Chickens

<http://library.municode.com/index.aspx?clientId=14590>

Permit <http://www.ci.longmont.co.us/planning/permits/documents/henpermit.pdf>

### Lafayette Municipal Code – Backyard Chickens

<http://library.municode.com/index.aspx?clientId=10101>

Permit <http://www.cityoflafayette.com/documentcenter/view/2776>

### Superior Municipal Code – Backyard Chickens and Goats

[http://www.colocode.com/superior\\_07.pdf](http://www.colocode.com/superior_07.pdf)

Municipal code complete <http://www.colocode.com/superior.html>

### Boulder County Land Use Code

<http://www.bouldercounty.org/property/build/pages/lucode.aspx>

### City of Boulder Code

<http://www.colocode.com/boulder2/chapter6-1.htm>

### Louisville Municipal Code

<http://library.municode.com/index.aspx?clientId=13149&stateID=6&statename=Colorado>

### Broomfield Municipal Code

<http://www.broomfield.org/documentcenter/view/5654>

License <http://www.broomfield.org/documentcenter/view/6402>

## Coop Design Requirements

Every coop should have the following attributes.

1. Be easy to clean
2. Protects the chickens from extreme temperatures, wind, sun, predators and wild birds
3. Have good drainage around it
4. Provide sufficient space for the flock size – from 1 to 4 square feet of coop per chicken (space depends on size of breed)
5. Well ventilated but not drafty
6. Includes plenty of both natural or artificial light

7. Provides both nesting and roosting areas
8. Provides sanitary area for both water and feed
9. Coop and run are both predator and rodent proof
10. Meet applicable building codes

The coop first of all must be easy to clean. You will want to clean the coop out at least once a year. The type of bedding you use will determine if you need to clean more often. Bedding that does not easily mat down is the best (such as pine chips, straw mats down easily and can harbor parasites). Any bedding should be periodically “fluffed” up. Your municipality may restrict the coop size so you may not be able to build one large enough for you to walk into. If this is the case, you can build one with a hinged side or roof so that you can thoroughly clean and sanitize the coop. Keeping roosting areas separate from nesting areas will help keep the nesting areas and your eggs cleaner and safer. Having a droppings pit below the roosting area, feed and water areas, allows for easier cleaning and sanitization. You do not need a nest box for every hen. You need 1 box for every 5 hens. Your nesting boxes should have a slick roof to keep the chickens from roosting on top and soiling the box potentially adding contaminants to your eggs.

Consider insulating the coop and also providing vents that can be open or closed as needed. Ventilation is important to keep chickens healthy. Although you want them to spend as much time outside as possible, that is not always possible. Adequate ventilation will provide clean air, allow unhealthy gases to vent out, dilute harmful airborne organisms and remove excess moisture.

Depending on where you live you may need to consider how you will heat the coop in the winter. Do you want to provide an electrical outlet at the coop? Make sure that you keep wiring cords and outlets out of reach of your chickens. Chickens ideal temperature range is 70 to 75°F. Hotter or colder temperatures will affect egg production and extreme temperatures their health. You do not need to go to the extreme measure of providing them a furnace heated and air conditioned coop just protect them from extreme hot and cold. A heat lamp or two will provide sufficient heat if needed. Make sure that they have access to cool water in the summer (don't put the water in the sun in summer) and not frozen water in the winter. You will most likely need a heater for the water in the winter. Provide plenty of natural light by using windows. To keep egg production up in the winter months, you may want to have a light on a timer in the coop to provide 16 hours of light. This is not required to keep your chickens healthy. You can allow production to drop in the winter. As daylight hours increase in the spring, production will increase. The coop and run should not be in a low area that allows water to accumulate. They should be kept dry as possible. Providing some shade in the run area will encourage the chickens to spend more time outside.

There should be an access door that must be closed at night to protect the chickens from predators. The coop and run should also be designed in such a way so as to keep rodents, predators and wild birds from accessing your chickens. Rodents will be attracted to the chicken feed so any that is not being used must be stored in a rodent proof metal or heavy plastic container with a tight fitting lid. Keep spilled feed cleaned up. Design the coop so that there are no openings larger than ¼ inch when

it is closed. The run should have a top to keep wild birds from accessing the run and coop. Wire used to enclose the run should extend into the ground at least 12 inches. This will deter predators from accessing the area by digging under the fence.

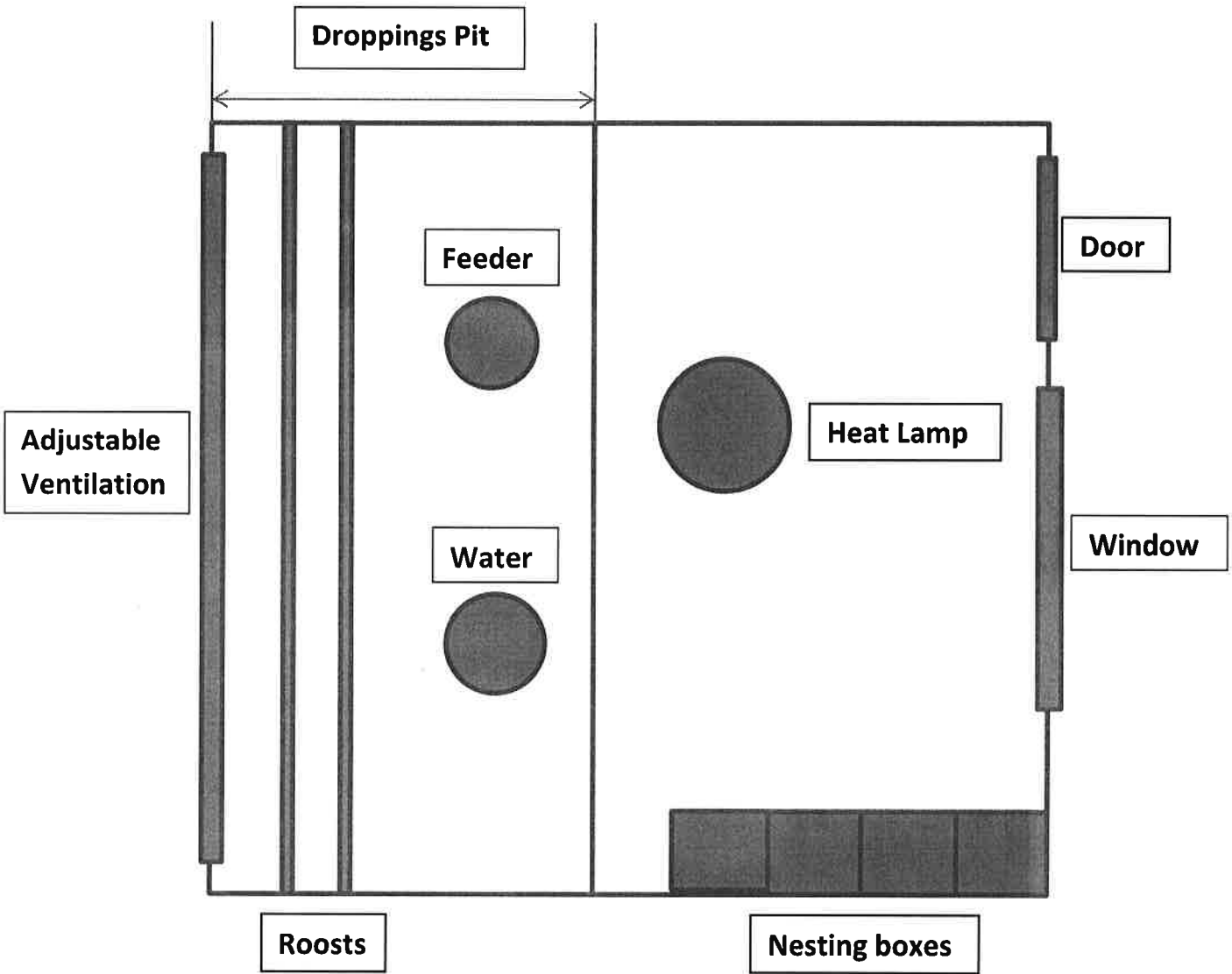
Most municipalities do not allow chickens free run of the backyard, they must be contained in a fenced run. Since your birds will hopefully spend plenty of time outdoors, you will need to provide them with an average of 10 square feet per birds (depending on the size of the breed) in the run area. Smaller breed require less space. You need to meet the code requirements for your area.

Disposal of waste from coop and dead animals

Local waste management companies do not allow dead animals to be disposed of in your normal trash. Contact a local veterinarian, animal shelter or your waste management company for information on carcass disposal.

Consider how you will dispose of the water material from the coop cleanout. If you plan on composting it yourself, whether you use wood chips or straw will determine how quickly it composts. The waste is a carbon source so you will need to add adequate nitrogen (green plant materials) to make the composting process work. If you don't plan on composting it yourself, check with your community or waste management company to see if they have a composting program that will accept the waste.

### Chicken Coop Elements



Public Affairs and Safety Committee  
Monday, April 8th, 2024  
Submitted by Brett Kaczorowski, Deputy Chief of Police

1. Call to Order

The meeting was called to order at 7:04 p.m. by Chair Brennan.

2. Roll Call

Committee Members Present: Chair Brennan, Vice Chair Hill, Alderman Nardini  
Absent: None

Elected Officials: Mayor Levin, Alderman Deuter, Alderman Veremis, Alderman Bram, Alderman Cahill, Alderman Senko

City Staff Present: Assistant City Manager Kent Johnson, Police Chief Michael McLean, Deputy Police Chief Brett Kaczorowski, Fire Chief Dick Dufort, City Planner Eileen Franz

Guests: Ray Lee, Kevin Diamond, David Pollitz

3. Public Comment

David Pollitz spoke in favor of residential chicken keeping in Elmhurst. Pollitz stated that maintaining 6-8 hens does not create an odor issue and is quieter than traffic noise. Kevin Diamond spoke in opposition of residential chicken keeping in Elmhurst. Diamond stated that this would not enhance home values and has the potential to increase angst among neighbors.

4. Receipt of Written Communication

None

5. Business Before the Committee

A. Minutes of the March 11th, 2024 meeting of the Public Affairs & Safety Committee

Alderman Nardini motioned to approve the minutes of the March 11th, 2024 meeting. Alderman Hill seconded. Roll call vote: Chair Brennan Aye, Nardini Aye, Hill Aye. Motion carried.

B. Intergovernmental Agreement with Dupage County re Police Records Management System

Chief McLean spoke of the upcoming renewal of an Intergovernmental Agreement with Dupage County reference the Police Records Management System which is responsible for a county wide integration of police records, reports, and information databases. Chief McLean introduced the topic for discussion and explained the background of police reporting with the Elmhurst Police as well as the connectivity with other Dupage County law enforcement agencies which aids in investigations and cooperative efforts. A draft IGA will be presented at a future meeting.

C. Police Station Space Site Feasibility Study – Presentation of Options

Ray Lee of FGM Architects and Police Chief Michael McLean spoke with the Committee regarding follow up questions that were asked about a potential repair budget. Ray Lee estimated that in order to repair the current police station to the original functioning state, the budget would be approximately 8.6 to 11.2 million. The Committee discussed the potential unknown and unplanned for problems when attempting to make repairs in the current building.

The Committee discussed potential timeline and potential inflationary costs of the project. The Committee also discussed potential costs of temporarily relocating police operations during construction. The Committee requested the Finance Committee place the item on their agenda to be discussed, for a comprehensive understanding of capital project funding options.

D. Request to Declare Surplus Obsolete Fire Department Equipment/Items Fire Chief Dick Dufort submitted a request to declare numerous surplus obsolete Fire

Department equipment that have reached the end of their useful life, are no longer functioning, are in disrepair, or are of no further use. Alderman Hill motioned to approve the report.

Alderman Nardini seconded. Roll call vote: Chair Brennan Aye, Nardini Aye, Hill Aye.  
Motion carried.

E. Residential Chicken Keeping

The Committee discussed the potential for Residential Chicken Keeping in Elmhurst. The Committee discussed the feedback they have received from their residents as well as viewpoints of favorable or unfavorable outcomes of noise and odor. The Committee requested City Planner Eileen Franz follow up by looking into lot sizes in comparable municipalities that allow residential chicken keeping.

6. Other Business

None

Adjournment

Motion to adjourn the meeting was made by Alderman Hill and seconded by Alderman Nardini.

Roll call vote: Chair Brennan Aye, Nardini Aye, Hill Aye, motion carried. Meeting adjourned 8:38 p.m.

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE  
VILLAGE OF THORNTON, COOK COUNTY, ILLINOIS  
TITLE 10, CHAPTER 3 “ANIMALS” BY AMENDING 10-3A-2  
AND CREATING A NEW ARTICLE C**

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**WHEREAS**, the Village of Thornton is a Home Rule Municipality within the purview of Article VII, Section 6(a) of the Illinois Constitution (1970), and the said Village, therefore, may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, Title 10 of the Municipal Code of the Village of Thornton pertains to police regulations of the Village of Thornton;

**WHEREAS**, the Village wishes to amend said chapter by amending existing 10-3A-2 and creating a new Article C named “Personal Poultry”; and

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

**SECTION 1:** That §10-3A-2D of the Municipal Code of the Village of Thornton is “Prohibited behavior, condition” shall be amended to read as follows:

10-3A-2D

Except as provided in 10-3C-1 below, it shall be unlawful to keep any farm, wild, untamed or exotic animal within the Village. Such animals include, but are not limited to, horses, swine, chickens, tigers, bears or any other animal not generally considered a domestic pet.

**SECTION 2:** That a new provision of the municipal Code of the Village of Thornton be created entitled §10-3C-1 “Personal Poultry” and shall be incorporated as follow:

**10-3C-1. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context indicates a different meaning:

*Chicken coop* means an accessory structure, wholly enclosed, used for the purpose of housing hens.

*Hen* means the female of the species *Callus gallus f. domestica*.

*Personal poultry license* means a license to keep or maintain hens as provided by this article.

*Slaughter* means the act of killing an animal for food consumption.

*Zoning ordinance* means the Village of Thornton Zoning Ordinance.

**10-3C-2. License required.**

- (A) No person shall keep or raise hens without having first secured a personal poultry license.
- (B) The fee for a personal poultry license shall be \$50.00 annually.

**10-3C-3. License application.**

Applications for personal poultry licenses shall be made upon such forms as prescribed by the village. Tenants seeking a license for rented property must submit a copy of their current lease and written evidence that the landlord consents to said application.

**10-3C-4. Licensee regulations.**

- (A) Licenses shall indicate the name of the licensee and the location of the premises. Licenses issued under this article shall only apply to the premises described in the application and only one location shall be described in each license.
- (B) Licenses shall provide for no more than four (4) hens on each licensed premises, and shall be restricted to properties zoned and utilized as single family dwellings in the Single Family Residential Zoning Districts as defined in the zoning ordinance. Roosters and Guinea Hens are prohibited.
- (C) Licensees shall not slaughter hens on the licensed premises.
- (D) Hens must be kept within the chicken coop between dusk and dawn.



- (E) The licensed premises shall be constructed and maintained to be free of rodent infestation and to prevent the collection of standing water; refuse resulting from the hens shall be disposed of in a clean and sanitary fashion.
- (F) All feed and related items shall be protected in a container with a tightly fitted lid to prevent rodents from gaining access.
- (G) No person shall allow hens to produce noise loud enough to disturb persons occupying adjacent property.
- (H) Hens shall be kept as pets or for personal, non-commercial purposes only. Breeding or sale of eggs, excrement or any byproduct of the licensed activity is prohibited.

**10-3C-5. Chicken coop requirements.**

- (A) Each licensed premises shall contain a single chicken coop with dimensions no larger than 24 square feet in area and six feet in height as measured from grade, elevated at least 1' off of the ground.
- (B) A building permit is required for the construction of a chicken coop, the outdoor enclosed feeding/grazing area or the installation of a prefabricated chicken coop; the fee for the building permit will be the same as for a shed. If electricity is installed to the chicken coop it must be installed underground; extension cords or above ground wire are not permitted. Any electrical work requires an electrical permit; the fee shall be the same as for an accessory structure.
- (C) Chicken coops shall be located only in a rear yard a minimum of three feet from any lot line and shall be at least 25' from residential structures not occupied by the licensee. Chicken coops shall be located at least ten feet from the principal building and a minimum of five feet from all other buildings on the licensed premises and abutting properties. Existing non-residential structures may be allowed for the housing of hens upon staff review.
- (D) Chicken coops shall be constructed of solid materials on all sides, including roof and door(s); the chicken coop must be constructed in such a manner so as to protect the hens from predators and trespassers, provide adequate ventilation to minimize odors, allow easy ingress and egress for hens and protection from weather elements including cold temperatures.
- (E) Hens may be allowed outside of the chicken coop between dawn and dusk only in an enclosed, covered area no larger than 32 square feet and no taller than six feet. Such area may only be located in a rear yard a minimum of three feet from any lot line and at least 25' from residential structures not occupied by the licensee. The screening enclosing this area must be buried at least 12" deep and 6" flat to prevent predators from digging under

the fence. The material and the structural requirements of the screening shall be consistent with Village Construction Requirements; chicken wire shall not be used for screening. If hardware cloth or welded wire mesh is used for screening, it must be a minimum of 19 gauge wire. To accommodate free range hens the outside enclosure may be provided through the use of a mobile screened enclosure commonly referred to as a chicken tractor. All areas used for the feeding and grazing shall be maintained to prevent soil erosion and runoff to neighboring properties. All chicken coops and enclosed feeding/grazing areas shall be maintained in good, structurally sound repair and in a neat, clean, presentable and attractive condition.

(F) Chicken coops shall be inspected annually by the Village.

**10-3C-6. Inspections.**

(A) A license shall not be granted unless the property has been inspected and the inspector has found compliance with this section.

(B) In addition to any other enforcement authority granted by this code the Code Enforcement Officer and Building Inspector shall have the authority to enforce this article.

**10-3C-7. License revocation.**

A personal poultry license may be revoked by the Village administrator for failure to comply with the requirements of this article or for 3 or more complaints against the Licensee regarding the licensed activity found to be justified by the Village administrator. Said fine shall be between \$250 and \$750. However, no license shall be revoked until the licensee is notified and has been given the opportunity to appear at a hearing before the village administrator. Based upon the record of such hearing, the village administrator shall issue a written decision to the licensee. Such revocation of a license may be in addition to any fine imposed by this Code.

**SECTION 3: Severability.** If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

**SECTION 4: Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

**PASSED** by the President and Board of Trustees of the Village of Thornton, Cook County, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED** by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
**ROBERT KOLOSH**, Village President

**PUBLISHED** in pamphlet form by authority of the Corporate Authorities on \_\_\_\_\_, 2021.

**ATTEST:**

\_\_\_\_\_  
**DEBRA L. PISARZEWSKI**, Village Clerk  
Village of Thornton  
Cook County, Illinois