



VILLAGE OF RIVER FOREST REGULAR VILLAGE BOARD MEETING

Monday, January 22, 2018 – 7:00 PM
Village Hall – 400 Park Avenue – River Forest, IL 60305
Community Room

AGENDA

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Citizen Comments
4. Elected Official Comments & Announcements
5. Consent Agenda
 - a. Regular Village Board Meeting Minutes – January 8, 2018
 - b. Executive Session Meeting Minutes – January 8, 2018
 - c. Declaration of Surplus Vehicle – Police Department 2006 Dodge Charger – Ordinance
 - d. Declaration of Surplus Vehicle – Public Works 2004 International Dump Truck, Snow Plow & Salt Spreader – Ordinance
 - e. Declaration of Various Surplus Computers and Computer Related Equipment– Ordinance
 - f. Repeal of Resolution No. 17-09 and Approve a Right Of Way Use License and Fiber Optic Cable Agreement between the Village of River Forest and WideOpenWest Illinois, LLC – Resolution
 - g. Waiver of Formal Bid and Award of Contract to Client First Technology Consulting for Information Technology Support Services
 - h. Amend Title 4 of the Village Code Regarding Requirements for Other Jurisdictional Approvals - Ordinance
 - i. Village Administrator's Report
6. Consent Items For Separate Consideration
7. Recommendations of Boards, Commissions and Committees
 - a. Zoning Board of Appeals – Variation for Floor Area Ratio (FAR) for 1431 Monroe Avenue – Ordinance
 - b. Zoning Board of Appeals – Variation for Side Yard Setback for 1431 Monroe Avenue – Ordinance
 - c. Sustainability Commission – Review of 2018 Goals and Objectives
 - d. Update: Lake and Park Workgroup
8. Unfinished Business
 - a. Setting of Public Informational Meetings for North Avenue TIF
9. New Business
 - a. Waiver of Formal Bid and Award of Contract to KOLA Engineering for a Safe Routes to School to School Study in a not-to-exceed amount of \$17,000
 - b. Amend Title 5, Chapter 3 of the Village Code Regarding Driveway Permits – Ordinance
10. Executive Session
11. Adjournment

**VILLAGE OF RIVER FOREST
REGULAR MEETING OF THE BOARD OF TRUSTEES MINUTES
January 8, 2018**

A regular meeting of the Village of River Forest Board of Trustees was held on Monday, January 8, 2018 at 7:00 p.m. in the Community Room of Village Hall, 400 Park Avenue, River Forest, IL.

1. CALL TO ORDER/ROLL CALL

The meeting was called to order at 7:01 p.m. Upon roll call, the following persons were:

Present: President Adduci, Trustees Cargie, Henek, Vazquez, Conti, Gibbs, and Corsini,

Absent: None

Also Present: Village Clerk Kathleen Brand-White, Police Chief James O'Shea, Fire Chief Kurt Bohlmann, Finance Director Joan Rock, Public Works Director John Anderson, Management Analyst Jon Pape, Village Attorney Greg Smith

2. PLEDGE OF ALLEGIANCE

President Adduci led the pledge of allegiance.

3. CITIZENS COMMENTS

None.

4. ELECTED OFFICIALS COMMENTS AND ANNOUNCEMENTS

a. Swearing in of Police Chief James O'Shea

President Adduci discussed upcoming crime prevention community meetings and the logical promotion of Police Chief O'Shea. Village Clerk Brand-White administered the oath of office to Police Chief O'Shea. Chief O'Shea thanked the Village president, trustees, administration, and family members for their support. He recognized and thanked River Forest police officers, law enforcement officials from nearby municipalities, community members, and former police chief, Greg Weiss. He discussed his strategies and objectives for public safety in River Forest.

Trustee Gibbs congratulated Chief O'Shea on his appointment. He discussed the importance of first responders in the community.

Trustee Henek congratulated Chief O'Shea and wished all a happy and healthy 2018.

Trustee Conti congratulated Chief O'Shea and noted importance of promoting from within.

Village Clerk Brand-White congratulated Chief O'Shea and reiterated positive comments made by the other Trustees.

Trustee Vazquez also congratulated Chief O'Shea and his family on this accomplishment. He reminded residents to "like" the Village's Facebook page and asked that they spread the word about the page.

Trustee Cargie congratulated Chief O'Shea and wished him the best of luck.

Trustee Corsini wished all a Happy New Year and thanked all in attendance supporting Chief

O'Shea. She said the Board appreciates the sacrifices police, fire, staff, and their families make on behalf of the Village.

President Adduci thanked neighboring police officers for attending and said it shows great unity and collaboration. She reiterated previous comments regarding the support of the family. She congratulated School District Superintendent Ed Condon for being a notable Villager of the Year and for his support of the One District, One Book initiative. She congratulated Donna Carrol, president of Dominican University for being named Villager of the Year by the *Wednesday Journal* and noted that Dominican has been ranked in the 20 best colleges by *US News and World Report*. President Adduci discussed the Safe Routes to School program and said the Village needs to identify all routes not only to public schools but private schools as well and to optimize the placement of crossing guards. She stated the expenditure for this will come before the Board at the next meeting. She reported that a flyer for the Lake and Lathrop condominium development was in *Chicago Magazine*.

5. CONSENT AGENDA

- a. Regular Village Board Meeting Minutes – December 11, 2017
- b. Special Village Board Meeting Minutes – December 15, 2017
- c. Memorandum of Understanding Establishing and Participation in the Northern Illinois Benchmarking Cooperative
- d. Monthly Department Reports
- e. Monthly Financial Report – November 2017
- f. Monthly Performance Measurement Report
- g. Accounts Payable – November 2017 - \$2,065,343.22
- h. Village Administrator's Report

Trustee Vazquez made a motion, seconded by Trustee Gibbs, to approve the Consent Agenda.

In response to a question from Trustee Conti, Village Administrator Palm stated that the work preceded the Memorandum of Understanding (item 5c) and they are close to pinning down the metrics for this year.

In response to a question from Trustee Corsini, Village Administrator Palm stated that performance metrics and management is important to Village Administration and noted that the Village has received awards in this regard. He said that the Village wants to collect data that will enable better decision making. He discussed the process which initially began with police department data. He stated that the two areas they are looking at are recruitment and retention of police officers and dealing with mental health issues within Police Departments. Village Administrator Palm stated other municipalities' police departments are facing the same issues.

Trustee Cargie stated that the municipalities are disparate and gave the example of Schaumburg versus River Forest in terms of size and issues. Village Administrator Palm stated a similar project in Arizona was successful and noted the municipalities were of varying sizes. He reported that every town in the group, regardless of size, are have issues of hiring quality officers, getting them through field training, retaining existing officers, and mental health issues.

In response to a question from Trustee Cargie, Village Administrator Palm stated that all municipalities are contributing the same amount regardless of size. In response to a follow up question from Trustee Cargie, Village Administrator Palm stated that this is the first iteration and there are hopes that other departments would be added and the number of municipalities participating would grow. In response to a question from Trustee Henek, Village Administrator

Palm stated that they could anticipate the cost to go down as other municipalities participate. He stated he hopes to see good results.

President Adduci commented that the Village has been measuring performance for a number of years but have only been measuring performance with past performance. She stated this is an opportunity to look at other municipalities. She said while other municipalities vary in size, they have the same problems in varying degrees. Trustee Cargie stated if the Village is going to have benchmarks, he would like them to be meaningful. Village Administrator Palm stated that it is advantageous to gain insights from the highly respected administration professionals participating in this initiative. Trustee Corsini noted this seems much more focused. Village Administrator Palm stated he appreciates the Board's support on initiatives like this.

Trustee Cargie stated that there is a typo in the minutes from the December 15, 2017 meeting on page 1 in the "Also Present" list which should read Jon Pape, not Jon Papa.

Roll call:

Ayes: Trustees Cargie, Vazquez, Gibbs, Corsini, Henek, and Conti

Absent: None

Nays: None

Motion Passes.

6. CONSENT AGENDA ITEMS REQUIRING SEPARATE CONSIDERATION

- a. Vendor Payments for North Avenue TIF, Madison Street TIF and Economic Development Fund - \$9,564.00

Trustee Corsini made a motion, seconded by Trustee Henek, to approve Vendor Payments for North Avenue TIF, Madison Street TIF and Economic Development Fund in the amount of \$9,564.00.

Trustee Vazquez recused himself from this matter because he has a common law conflict due to his law firm's work with School Districts 90 and 200.

Roll call:

Ayes: Trustees Cargie, Gibbs, Corsini, Henek, and Conti

Absent: None

Nays: None

Motion Passes.

7. RECOMMENDATIONS OF BOARDS, COMMITTEES AND COMMISSIONS

None.

8. UNFINISHED BUSINESS

9. NEW BUSINESS

- a. Minor Amendment to the Planned Development Permit for Willard School for a Second Floor Addition

Trustee Corsini made a motion, seconded by Trustee Gibbs, to direct the Village Administrator to process the request from School District 90 for a second story addition at Willard Elementary School as a minor amendment to planned development permit #2719.

Trustee Vazquez recused himself from this matter for the same reasons he recused himself from the previous matter.

Superintendent Edward Condon introduced Anthony Cozzi, director of finance and facilities, and Sven Dahlquist, the architect of the project.

Mr. Cozzi noted there is a bid opening tomorrow morning and a public education meeting on January 9th in regard to this project. He reviewed the site plans and stated a multi-purpose room would be added at the north end of the building which would be done by restructuring two large existing classrooms. He noted that the School is not looking to add employees but to optimize existing space for learning. Mr. Cozzi stated two new offices and additional storage will also be added on the first floor. He said two new classrooms, a multipurpose room, four new offices, a new toilet, and a hallway will be added and an existing classroom will be remodeled on the second floor. He noted that one of the new classrooms will be a science, technology, engineering, and mathematics (STEM) classroom. He noted that learning will take place the offices.

Mr. Dahlquist stated that the first floor addition that was completed several years ago was done with the addition of a second floor in mind and the first floor will support the addition of a second floor. He described the project architecture and noted the footprint of the building will not be changed.

In response to a question from Trustee Corsini, Mr. Cozzi stated that the first floor multi-purpose room will probably be a gross-motor, special education sensory room. In response to a question from Trustee Corsini, Mr. Cozzi stated the STEM classroom and both multi-purpose rooms will be air conditioned.

In response to a question from Trustee Corsini, Mr. Cozzi stated the elevator and staircase will remain the same with the exception of the removal of one window in the staircase. In response to a follow up question from Trustee Corsini, Mr. Cozzi stated that the elevator is a limited-use, limited access (LULA) elevator.

In response to a question from Trustee Corsini, Mr. Cozzi stated the estimated cost of the project is \$1.8 million and it is anticipated to be completed by the beginning of the next school year.

In response to a comment from Trustee Corsini, Mr. Cozzi confirmed that the project is for space utilization and noted that most of the projects they have done since 2005 have been for space utilization.

In response to a question from Trustee Conti, Mr. Cozzi stated that approximately 5,000 square feet will be added. Trustee Conti complimented the school for its forward thinking and inquired whether there are any other projects planned in the near future. Mr. Cozzi stated this is the end of what will be done at the north end of the school. Mr. Dahlquist noted that additional space is not needed at this time and has not been studied in detail. In response to a question from President Adduci, Mr. Cozzi stated that their long-range facility plan on their website does not

include any further expansion.

In response to question from Trustee Corsini, Mr. Dahlquist stated the lighting will remain at the same level. Mr. Cozzi added that the current lighting is optimal for nighttime.

President Adduci suggested communicating construction plans to neighbors and offered the Village's assistance.

Roll call:

Ayes: Trustees Cargie, Gibbs, Corsini, Henek, and Conti

Absent: None

Nays: None

Motion Passes.

- b. Minor Amendment to the Planned Development Permit at Bonnie Brae and Thomas to Extend the Construction Commencement Deadline to July 30, 2018

Trustee Gibbs made a motion, seconded by Trustee Cargie, to grant approval for a minor amendment to the Planned Development Permit at Bonnie Brae and Thomas, and pass an ordinance amending the planned development permit for 1101-1111 Bonnie Brae Place modifying the development schedule and extending the deadline to commence construction to July 30, 2018.

Art Gurevich, Bonnie Brae Construction, LLC, explained that the market is soft right now and as it is a private venture, financing is involved. He added that there is also a matter they need to take to the Development Review Board. Village Administrator Palm stated there have been some issues with the setbacks.

In response to a question from Trustee Cargie, Mr. Gurevich stated that two units have been sold. He noted that people like to see what they are purchasing and that is the problem. In response to a question from President Adduci, Mr. Gurevich stated they are expanding into a larger on-line presence, printing new brochures and flyers, and plan to change the sign on the property. In response to a question from Trustee Henek, Mr. Gurevich stated they need to pre-sell two additional units but would like to sell more. In response to a question from Trustee Cargie, Mr. Gurevich stated there are 15 units total. In response to a question from Trustee Corsini, Mr. Gurevich stated there is a four-foot by eight-foot sign with a rendering and they are going to make it more appealing.

President Adduci stated she believes the request will pass unanimously and pointed out that the sooner construction begins the better.

Roll call:

Ayes: Trustees Cargie, Vazquez, Gibbs, Corsini, Henek, and Conti

Absent: None

Nays: None

Motion Passes.

- c. Amend Title 8 of the Village Code with Regard to False Statements to Governmental Agencies – Ordinance

Trustee Cargie made a motion, seconded by Trustee Henek, to pass an ordinance amending Title 8 of the Village Code with regard to False Statements to Governmental Agencies, which would allow the Village to issue ordinance citations for false statements.

Village Administrator Palm stated there was a desire to add some accountability to people making statements to the Village under oath. He reviewed the options available to the Village.

Village Attorney Smith stated that the Ordinance before the Board is a modified version of what his firm drafted for the Village of Carpentersville which has been in used for a number of years. He said it is based on the Federal and State of Illinois False Claims Acts. He noted that the Ordinance allows the Village the ability to seek an ordinance violation against someone who lies about a material fact. He explained that it is punishable by fine imposed by either the River Forest administrative judge or a judge in the Maybrook Courthouse. Village Attorney Smith noted that the Village may not be successful by merely issuing a fine because the law requires that it be proven.

In response to a question from Trustee Gibbs, Village Attorney Smith stated that business license ordinances require that the applications for business licenses be truthfully and fully completed. Trustee Gibbs stated that he believes there should be ramifications to the business license of those who lie to the Village. Trustee Vazquez stated that a \$750 fine can be negligible compared to the cost of an error expense. He concurred with Trustee Gibbs regarding some kind of ramification, suspension, or banning a business from doing business in River Forest. Village Attorney Smith stated that as a non-home rule community the Village is limited in the fines it can assess. He said under Illinois law, the highest fine the Village could impose is \$750 for an ordinance violation. He noted that the Village has the authority to define it as a misdemeanor punishable by up to six months of imprisonment. He said they chose the ordinance violation because there is a different standard of evidence. Village Attorney Smith stated the Village Board could tie violations of this ordinance with business and contracting licenses in the Village and noted there are existing tools to address those issues. Trustee Gibbs stated he does not think a fine would stop someone from doing it again. There was a discussion regarding the difference between doing work for the Village which is protected in the contract and businesses doing business in the Village.

President Adduci stated that she does not believe this is a systemic issue but the Ordinance is a tool the Village can use.

Trustee Cargie stated he believes the Ordinance achieves a middle ground.

Trustee Henek stated people testifying should be apprised of the consequences of not telling the truth.

In response to a question from Trustee Cargie, Village Attorney Smith stated that in a real estate transaction a declaration must be submitted to the State, Cook County and the Village with the value of the deal.

In response to a question from Trustee Vazquez, Village Attorney Smith stated they can review the business license ordinance in light of this ordinance to ensure that one of the conditions of keeping a business license is that you are in compliance with the Village Code. He said if

someone meaningfully violates the Ordinance they would appear before the Village President on a notice for a hearing on their business license.

Trustee Corsini stated her concerns regarding proving who lied to whom. President Adduci concurred that enforcement will be a challenge and said the hope is to provide an understanding of the Ordinance and that people will abide by it. Trustee Corsini reiterated that anyone testifying should be aware of the Ordinance.

Roll call:

Ayes: Trustees Cargie, Vazquez, Gibbs, Corsini, Henek, and Conti

Absent: None

Nays: None

Motion Passes.

10. EXECUTIVE SESSION

Trustee Corsini made a motion, seconded by Trustee Gibbs, to go into Executive Session to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the Village, and collective negotiating matters between the Village and its employees or its representatives, or deliberations concerning salary schedules for one or more classes of employees, and litigation involving the Village that is pending.

Roll call:

Ayes: Trustees Cargie, Gibbs, Vazquez, Corsini, Henek, and Conti

Absent: None

Nays: None

Motion Passes.

Trustee Conti made a motion, seconded by Trustee Gibbs, to return to the regular session of the Village Board of Trustees meeting.

Roll call:

Ayes: Trustees Cargie, Vazquez, Corsini, Henek, Gibbs, and Conti

Absent: None

Nays: None

Motion Passes.

Trustee Gibbs stated he noticed that the property on Lake Street east of the river was not shoveled and requested that the Village take care of it if it is owned by the Village.

In response to a question from Trustee Corsini, Village Administrator Palm stated building permits were issued for 8233 Lake. Trustee Corsini commented that if that house can be repaired, the house on William can be repaired.

In response to a question from Trustee Gibbs, Village Administrator Palm stated that the 8241 Lake Street property could possibly be used for flood improvement.

11. ADJOURNMENT

Trustee Cargie made a motion seconded by Trustee Gibbs, to adjourn the regular Village Board of Trustees Meeting at 8:51 p.m.

Roll call:

Ayes: Trustees Gibbs, Cargie, Vazquez, Conti, Henek, and Corsini
Absent: None
Nays: None

Motion Passes.

Kathleen Brand-White, Village Clerk



Village of River Forest

POLICE DEPARTMENT MEMORANDUM

TO: Eric Palm- Village Administrator

FROM: James O'Shea- Chief of Police

DATE: January 11, 2018

SUBJECT: Authorization to Sell Surplus Village Property

Issue: The Police Department owns a 2006 Dodge Charger that has exceeded its useful service life as a police vehicle. This vehicle served initially as a detective unit and was converted to the Deputy Chief's vehicle for the last several years. Due to rust and increased maintenance costs, the 2006 Dodge charger is not recommended as a secondary fleet vehicle for other Village departments. An existing unmarked 2013 Ford Explorer that has been in the police fleet for over 4 years will be reassigned to replace this unit.

Analysis: The vehicle has exceeded its useful service life as a police unit.

Recommendation: If the Village Board wishes to approve the authorization to sell the above mentioned vehicle, the following motion would be appropriate.

Motion to approve an ordinance authorizing the sale by auction a certain village owned vehicle, specifically one 2006 Dodge Charger, VIN# 2B3KA43G26H486466.

ORDINANCE NO. ____

**AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION OF
MUNICIPAL PROPERTY OWNED BY THE VILLAGE OF RIVER FOREST**

WHEREAS, in the opinion of a majority of the Corporate Authorities of the Village of River Forest, it is no longer necessary or useful to or for the best interests of the Village of River Forest to retain ownership of the municipal property hereinafter described; and

WHEREAS, it has been determined by the President and Board of Trustees of the Village of River Forest on January 22, 2018 to sell said municipal property by public auction on the internet.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RIVER FOREST, COOK COUNTY, ILLINOIS, as follows:

Section 1: Pursuant to Illinois Compiled Statutes, Chapter 65, Section 5/11-76-4, the President and Board of Trustees of the Village of River Forest find that the following described property:

<u>ITEM DESCRIPTION</u>	<u>MINIMUM VALUE</u>
1. One 2006 Dodge Charger VIN# 2B3KA43G26H486466	\$ 500.00

now owned by the Village of River Forest is no longer necessary or useful to the Village of River Forest and the best interests of the Village will be served by its sale.

Section 2: Pursuant to said Section 5/11-76-4, the Village Administrator or his designee is hereby authorized and directed to sell the aforementioned municipal property, now owned by the Village of River Forest.

Section 3: The Village Administrator or his designate shall cause to be transferred any titles or other legal documents pursuant to the sale.

Section 4: No bid shall be accepted for the above described property which is less than the minimum value set forth herein, unless the Village Administrator or his designee so authorizes.

Section 5: This Ordinance shall be in full force and effect from and after its passage, by a vote of a majority of the Corporate Authorities, approval and publication in pamphlet form as provided by law.

Passed on a roll call vote of the Corporate Authorities on the _____ day of _____, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

ATTEST:

Village Clerk

APPROVED by me this _____ day of _____, 2018.

Village President

APPROVED and FILED in my office this _____ day of _____, 2018.
and published in pamphlet form in the Village of River Forest, Cook County, Illinois



MEMORANDUM

DATE: January 22, 2018

TO: Eric J. Palm, Village Administrator

FROM: John Anderson, Director of Public Works

SUBJECT: Authorization to Sell Surplus Property

Issue/Analysis: Attached is a proposed Ordinance authorizing the sale of surplus property via public auction. The following is a brief summary of the item to be sold:

2004 International dump truck with snow plow and integrated salt spreader. This vehicle (#32), which was purchased by the Public Works Department in FY 03-04 and has been used primarily for plowing snow, was replaced in FY 17-18 by a new Freightliner, full size dump truck. Since we will be taking delivery of its replacement, we are seeking to sell this dump truck via public auction. Because of the dump truck's age and mechanical problems, we can no longer utilize this vehicle for the purpose described. Accordingly, we are seeking to sell this vehicle with installed equipment, and have established a minimum purchase price of \$5,000.00.

Recommendation: Staff is proposing to sell this surplus property using an online auction service, such as Obenauf Online Auction Service, and recommend approval of the proposed Ordinance attached hereto. We have used Obenauf previously and experienced positive results. If the Village Board concurs with Staff's recommendation, the following motion would be appropriate: Motion to approve the attached Ordinance authorizing the sale of municipal surplus property by public auction.



ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION OF MUNICIPAL PROPERTY OWNED BY THE VILLAGE OF RIVER FOREST

WHEREAS, in the opinion of a majority of the Corporate Authorities of the Village of River Forest, it is no longer necessary or useful to or for the best interests of the Village of River Forest to retain ownership of the municipal property hereinafter described; and

WHEREAS, it has been determined by the President and Board of Trustees of the Village of River Forest on January 22, 2018, to sell said property by public auction on the Internet.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RIVER FOREST, COOK COUNTY, ILLINOIS, as follows:

Section 1: Pursuant to Illinois Compiled Statutes, Chapter 65, Section 5/11-76-4, the President and Board of Trustees of the Village of River Forest find that the following described property:

	<u>ITEM DESCRIPTION</u>	<u>MINIMUM VALUE</u>
1.	2004 International Dump Truck VIN# 1HTWDAAR14J019757	\$5000.00

now owned by the Village of River Forest is no longer necessary or useful to the Village of River Forest and the best interests of the Village will be served by its sale.

Section 2: Pursuant to said Section 5/11-76-4, the Village Administrator or his designee is hereby authorized and directed to sell the aforementioned municipal property, now owned by the Village of River Forest, by public auction on the Internet.

Section 3: The Village Administrator or his designate shall cause to be transferred any titles or other legal documents pursuant to the sale.

Section 4 No bid shall be accepted for any of the above described property which is less than the minimum value set forth herein, unless the Village Administrator or his designee so authorizes.

Section 5: This Ordinance shall be in full force and effect from and after its passage, by a vote of a majority of the Corporate Authorities, approval and publication in pamphlet form as provided by law.

Passed on a roll call vote of the Corporate Authorities on the 22nd of January, 2018.

AYES:

NAYS:

ABSENT:

ATTEST:

Catherine Adduci, Village President

APPROVED by me this 22nd day January, 2018

Kathleen Brand-White, Village Clerk

APPROVED and FILED in my office this 23rd day of January, 2018 and published in pamphlet form in the Village of River Forest, Cook County, Illinois



January 22nd, 2018

STATE OF ILLINOIS }
COUNTY OF COOK }

I, Kathleen Brand-White, certify that I am the duly elected and acting municipal clerk of the Village of River Forest of Cook County, Illinois.

I further certify that on January 22, 2018 the Corporate Authorities of such municipality passed and approved **Ordinance No. AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION OF MUNICIPAL PROPERTY OWNED BY THE VILLAGE OF RIVER FOREST** which provided by its terms that is should be published in pamphlet form as provided by law.

By: _____
Kathleen Brand-White, Village Clerk



Village of River Forest
Village Administrator's Office

400 Park Avenue
River Forest, IL 60305
Tel: 708-366-8500

MEMORANDUM

Date: January 17, 2018

To: Eric Palm, Village Administrator

From: Jonathan Pape, Management Analyst

Subj: Authorization to Recycle Surplus Property - IT Equipment

Issue

The Village frequently services and replaces IT equipment through various Capital Improvement Projects and other day-to-day needs. Often times, the old equipment is put to the side while resources are focused on installing and tuning the new equipment. Through many years, the Village has collected a great deal of old IT equipment in its server room and other locations of Village Hall. This has created a space and clutter issue for Staff.

Analysis

Attached is a proposed Ordinance authorizing the destruction and recycling of surplus property. The various IT equipment included in this batch is no longer needed or useful to the Village. Due to the age, value, and condition the equipment, it is recommended that it is destroyed and recycled rather than sold. All of the equipment has been or will be wiped clean of any information to meet Department of Defense standards prior to disposal.

Recommendation

Staff is proposing to destroy and recycle surplus IT equipment. If the Village Board concurs with Staff's recommendation, the following motion would be appropriate: Motion to approve the attached Ordinance authorizing the destruction and recycling of municipal surplus property.

Attachments

- Ordinance
- Exhibit A – Equipment List

ORDINANCE NO.

**AN ORDINANCE AUTHORIZING THE DESTRUCTION AND
RECYCLING OF MUNICIPAL PROPERTY OWNED BY THE
VILLAGE OF RIVER FOREST**

WHEREAS, in the opinion of a majority of the Corporate Authorities of the Village of River Forest, it is no longer necessary or useful to or for the best interests of the Village of River Forest to retain ownership of the municipal property hereinafter described; and

WHEREAS, it has been determined by the President and Board of Trustees of the Village of River Forest on January 22, 2018, to destroy and recycle said property.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RIVER FOREST, COOK COUNTY, ILLINOIS, as follows:

Section 1: Pursuant to Illinois Compiled Statutes, Chapter 65, Section 5/11-76-4, the President and Board of Trustees of the Village of River Forest find that the following described property, as listed in **EXHIBIT A**, now owned by the Village of River Forest is no longer necessary or useful to the Village of River Forest and the best interests of the Village will be served by destroying and recycling it.

Section 2: Pursuant to said Section 5/11-76-4, the Village Administrator or his designee is hereby authorized and directed to cause the aforementioned municipal property, now owned by the Village of River Forest, to be destroyed and recycled.

Section 3: This Ordinance shall be in full force and effect from and after its passage, by a vote of a majority of the Corporate Authorities, approval and publication in pamphlet form as provided by law.

Passed on a roll call vote of the Corporate Authorities on the 22nd of January, 2018.

AYES:

NAYS:

ABSENT:

ATTEST:

Catherine Adduci, Village President

APPROVED by me this 22nd of January, 2018

Kathleen Brand-White, Village Clerk

APPROVED and FILED in my office this 22nd of January, 2018 and published in pamphlet form in the Village of River Forest, Cook County, Illinois



January 22, 2018

STATE OF ILLINOIS }
COUNTY OF COOK }

I, Kathleen Brand-White, certify that I am the duly elected and acting municipal clerk of the Village of River Forest of Cook County, Illinois.

I further certify that on January 22, 2018 the Corporate Authorities of such municipality passed and approved **Ordinance No. AN ORDINANCE AUTHORIZING THE DESTRUCTION AND RECYCLING OF MUNICIPAL PROPERTY OWNED BY THE VILLAGE OF RIVER FOREST** which provided by its terms that is should be published in pamphlet form as provided by law.

By: _____
Kathleen Brand-White, Village Clerk

EXHIBIT A

Item Description	Recommend Removal	Brand	Type	Serial #	Model	Quantity	Notes
Canon Scanner	X	Canon	Scanner	UZP091934	F916900	1	
Dell Fuser Maintenance Kit	X	Dell	Other		N821D-MK	1	
HP Pro Curve Switch 2524	X	HP	Network Device	SG434NV0DV		1	
Sony DDS Drive	X	Sony	Other		SDT-D11000	1	
Barracuda Link Balancer 330	X	Barracuda	Network Device	BAR-WB-402333		1	
Cisco PIX Firewall 520	X	Cisco	Network Device	18026865		1	
Dell Docking station	X	Dell	Docking Station		Pro2X	2	
Dell Speakers	X	Dell	Other		A215	1	
Dell printer	X	Dell	Printer		2350dn	1	
Dell Power Edge 860	X	Dell	Server	041VWC1		1	
Dell Server	X	Dell	Server	77CZVB1	Power Edge 1800	1	
Dell Server	X	Dell	Server	70XZQ41	Power Edge 2600	1	
Dell Latitude	X	Dell	Workstation	5TVBYC1	Latitude D820	1	
Gateway Tower TBR2 400	X	Gateway	Server	14689224		1	
HP tape backup	X	HP	Network Device		DW-009-60001	1	
HP Storageworks Tape Auto Loader	X	HP	Network Device		P/N 236640407-01/B	1	
HP Jet Direct	X	HP	Network Device	SG11255634		1	
HP Laser Jet	X	HP	Printer		1536dnf MFP	1	
HP Laser Jet	X	HP	Printer		1536dnf	1	
LED Dock	X	Other	Docking Station		CF-28	1	
Data cartridge	X	Other	Media		Magnus 2.0	1	
Data cartridge	X	Other	Media		DC 6525	1	
Dat 72 Cartridges	X	Other	Media			177	Cisco box, other boxes
3COM Wireless AP	X	Other	Network Device		8760 - WL546	1	Atennea is broken
EnGenius Access Points	X	Other	Network Device		EAP 350	3	802.11 b/g/n
DLink AP	X	Other	Network Device	P14R198001615	DWL-3200AP	1	
PC-8000 Ethernet Power Controller	X	Other	Other		PC 8000	1	
Box of miscellaneous AC adaptors	X	Other	Other			Around 20	
IDE Disk Duplicator	X	Other	Other		KF-811-IDE TBK	1	
Transact receipt printer	X	Other	Printer	KA005101126	151 - P	1	
Samsung memory modules	X	Samsung	Other			2	PC3 8500U 2GB
LTX 800GB	X	Sony	Media			7	2 Sony boxes
Seagate HDD	X	160 GB	2.5 inch\ SATA	5400		1	
WD	X	80 GB	2.5 inch\ SATA	800HLFS		1	
Dell Savvio	X	73 GB	2.5 inch\ SAS	ST973452SS		1	
WD	X	80 GB	3.5\ SATA	Caviar		1	
Hitachi	X	36 GB	3.5 inch\ SATA	Ultrastar		2	
Dell	X	1 TB	3.5 inch\ SAS	Barracuda		1	
Dell	X	1 TB	3.5 inch\ SAS			2	
Dell	X	1 TB	3.5 inch\ SAS	Constellation		4	
Dell	X	750 GB	3.5 inch\ Sata	WD7502ABYS		3	

Gateway	X		FPD1530			1	
Dell	X		1706			2	
Dell	X		E178FP			1	
Dell	X		E197FP			1	
Dell	X		E171FP			1	
Dell	X		1703FPs			1	
Dell	X		E153FP			1	
Dell	X		E172FP			1	
Dell	X		1907FPT			1	
Dell	X		1708FPb			1	
Dell	X		1703FPs			1	
ToughBook locked in dock - no key	X				Serial number from dock - 9KDCF272544	1	
ToughBook locked in dock - no key	X				Serial number from dock - 9KDCF272526	1	
ToughBook locked in dock - no key	X				Serial number from dock - 004787	1	
ToughBook locked in dock - no key	X		CF-28		Serial number from dock - P28B-00449	1	
Panasonic ToughBook	X	1AKYA27944	CF-19		Used for parts	1	
Panasonic ToughBook	X	0EKYA04025	CF-31		Used for parts	1	
Panasonic ToughBook	X	0EKYA04482	CF-31		Used for parts	1	
Panasonic ToughBook	X	7EKYA32255	CF-30		Used for parts	1	
Panasonic ToughBook	X	6EKYA36606	CF-29			1	
Panasonic ToughBook	X	6IKYA66089	CF-29			1	
Panasonic ToughBook	X	3CTYB35591	CF-31			1	
Panasonic ToughBook	X	7DKYA36473	CF-19			1	
Panasonic ToughBook	X	1KKSB03300	CF-28			1	
Panasonic ToughBook	X	8AKYA01592	CF-30			1	
Panasonic ToughBook	X	6IKYA66341	CF-29			1	
Panasonic ToughBook	X	1KKYB06257	CF-28			1	
Panasonic ToughBook	X	5KKYA84647	CF-29			1	
Panasonic ToughBook	X	6EKYA37685	CF-29			1	
Panasonic ToughBook	X	5KKYA83293	CF-29			1	
Panasonic ToughBook	X	7EKYA32316	CF-30			1	
Panasonic ToughBook	X	8CKSA04904	CF-25			1	
Panasonic ToughBook	X	8CKSA04920	CF-25			1	
Panasonic ToughBook	X	8CKSA04901	CF-25			1	
Panasonic ToughBook	X	8CKSA04924	CF-25			1	
Panasonic ToughBook	X	8CKSA04921	CF-25			1	
Panasonic ToughBook	X	8CKSA04891	CF-25			1	
Box of Manuals	X					1	
Cognos Software box	X					1	
Auto Read Book	X					1	
Dell Power Supply	X					1	
Brooktrout 2 Channel Loop Start PCI	X					1	
Optical Disc	X				CDs and DVDs	1	
Floppy Discs	X				2 boxes	1	
Dell Power Supply	X		F235E			1	

Manuals	X				Random manuals and guides in a Cisco box	1	
Rails	X		PN 0FJ451			1	
COMPAQ rails	X					2	
Box of keyboards	X-4					18	
Dell Cheeta	X	600 GB	3.5 inch\SAS	ST36000575SS		1	
Dell Cheeta	X	600 GB	3.5 inch\SATA	ST3600057SS		1	
Havis Dock	X	Other	Docking Station	DS-PAN-112-1		1	
NVR PROCOM-S	X	Other	Server	1008		1	
Dell Optiplex	X	Dell	Workstation	3N6RWV1	Optiplex 7010	1	
Dell Precision 3500	X	Dell	Workstation	426FPC1		1	
HP Pro Curve Switch 2524	X	HP	Network Device	SG434NV0DV		1	
Optiplex 790	X	Dell	Workstation	HSYQJQ1	Optiplex 790	1	
Optiplex 790	X	Dell	Workstation	DWQXJQ1	Optiplex 790	1	
Optiplex 790	X	Dell	Workstation	DRH1RW1	Optiplex 790	1	
Optiplex 790	X	Dell	Workstation	HSWZJQ1	Optiplex 790	1	
Optiplex 790	X	Dell	Workstation	DQJ1RW1	Optiplex 790	1	
Optiplex 7010	X	Dell	Workstation	8SFDCY1	Optiplex 7010	1	
Optiplex 7010	X	Dell	Workstation	3S0T8Z1	Optiplex 7010	1	
Optiplex 7010	X	Dell	Workstation	3LG1CX1	Optiplex 7010	1	
Optiplex 7010	X	Dell	Workstation	H7MZF1	Optiplex 7010	1	
Optiplex 7010	X	Dell	Workstation	3RQT8Z1	Optiplex 7010	1	
Optiplex 7010	X	Dell	Workstation	H7M3GX1	Optiplex 7010	1	
Optiplex 390	X	Dell	Workstation	JHGZVS1	Optiplex 390	1	
Optiplex 390	X	Dell	Workstation	JHM3HS1	Optiplex 390	1	
8200 Elite SFF	X	HP	Workstation	2UA2140GK0	8200 Elite SFF	1	
8200 Elite SFF	X	HP	Workstation	2UA2140GHY	8200 Elite SFF	1	
8200 Elite SFF	X	HP	Workstation	2UA2140GJ7	8200 Elite SFF	1	
Cable Managment Arm	X					2	
Dell	X	300 GB	3.5 inch\SAS	MBA3300RC		1	



Village of River Forest

Village Administrator's Office

400 Park Avenue
River Forest, IL 60305
Tel: 708-366-8500

MEMORANDUM

Date: January 18, 2018

To: Catherine Adduci, Village President
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Amendment to Right-of-Way License Agreement with WOW

Issue: As you know, last year the Village approved a Right-of-Way License Agreement with WideOpenWest, LLC (WOW) to permit fiber optic lines to be installed in River Forest ROW in exchange for having a dark fiber network built for the Village and School District 90. WOW is in the process of completing their design and there are some changes to the agreement that Staff is recommending.

Analysis: Staff is suggesting making some minor modifications to the agreement. The changes are as follows:

- Completion Dates – The design of the project took longer than expected so a reset of completion date is needed. The new completion date is December 31, 2018. The agreement further gives the Village Administrator the ability to extend deadlines at his/her sole discretion.
- Construction Standard – We requested that all of the construction of our dark fiber be underground. That is not feasible in various locations, so we will permit aerial installation at our discretion.
- The Village Administrator is allowed flexibility in approving changes to infrastructure routing of the fiber cables.
- Transfer of Assignment of Agreement – Once the work is completed, the License Agreement will be assigned to a subsidiary of Verizon Wireless. WOW has been upfront about this since the beginning of the process. The agreement is amended to the Village Administrator consent to accept this transfer without needing further Village Board approval.

The basic business terms have not changed. Again, both the Village and District 90 will have ownership of a dark fiber network once work is completed.

Recommendation: Approve the attached Resolution which makes changes to the Right-of-Way License Agreement between the Village and WideOpenWest, LLC.

Please contact me any questions or concerns. Thank you.

Attachment

Resolution with Red-Line of Agreement

RESOLUTION NO. _____

**A RESOLUTION REPEALING RESOLUTION NO. 17-09 AND
APPROVING AND AUTHORIZING THE EXECUTION OF A RIGHT OF WAY USE
LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE
VILLAGE OF RIVER FOREST AND WIDOPENWEST ILLINOIS, LLC**

WHEREAS, on May 22, 2017, the President and Board of Trustees of the Village of River Forest ("Village") adopted Resolution No. 17-09, entitled "A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A RIGHT OF WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE VILLAGE OF RIVER FOREST AND WIDOPENWEST ILLINOIS, LLC;" and

WHEREAS, WideOpenWest Illinois, LLC ("WOW") requested changes to the "RIGHT OF WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE VILLAGE OF RIVER FOREST AND WIDOPENWEST ILLINOIS, LLC" (the "Initial Agreement") approved in Resolution No. 17-09, and the Village and WOW have agreed upon terms of an agreement to replace the Initial Agreement, which Initial Agreement WOW did not execute and which Initial Agreement has never been fully executed nor in effect; and

WHEREAS, WOW and the Village desire to enter into an agreement, entitled "RIGHT OF WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE VILLAGE OF RIVER FOREST AND WIDOPENWEST ILLINOIS, LLC" (the "Agreement"), that will allow the Village to obtain a metropolitan area network ("MAN"), and that will allow River Forest School District 90 to obtain a school area network ("SAN"), in the locations set forth in the Agreement, and to allow users of the MAN and SAN to receive and deliver various data and communications in a quick, efficient and cost effective manner. A copy of the Agreement is attached to this Resolution as **Exhibit "A"** and made a part hereof, with changes from the Initial Agreement reflected in underlined and stricken-through text; and

WHEREAS, WideOpenWest Illinois, LLC ("WOW") has requested permission from the Village to install the MAN and SAN, and to allow WOW to install fiber optic cables in certain of the Village's rights of way for WOW's business uses, subject to the terms and conditions of the Agreement; and

WHEREAS, WOW has requested permission to utilize the Village's rights of way to extend and install the MAN and SAN; and

WHEREAS, the Village desires to allow WOW to install the MAN and SAN, and to install fiber optic cables in certain of the Village's rights of way, and so that WOW may use certain fiber optic cables for its business uses, subject to the terms and conditions of the Agreement; and

WHEREAS, WOW and the Village are authorized, under the intergovernmental cooperation powers set forth at Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), to approve and enter into the attached Agreement; and

WHEREAS, the President and Board of Trustees of the Village of River Forest find that it is in the best interests of the Village of River Forest to approve and enter into the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RIVER FOREST, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Resolution No. 17-09 is hereby repealed and of no further force or effect.

SECTION 3: The President and Board of Trustees of the Village of River Forest approve the attached "RIGHT OF WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE VILLAGE OF RIVER FOREST AND WIDEOPENWEST ILLINOIS, LLC," a copy of which is attached hereto as **Exhibit "A"** and made a part hereof, and authorize and direct the President and Clerk of the Village of River Forest to execute the attached Agreement and such other documents as are necessary to fulfill the Village's obligations under the Agreement.

ADOPTED this 22nd day of January, 2018, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 22nd day of January, 2018, by the Village President of the Village of River Forest, and attested by the Village Clerk, on the same day.

Catherine Adduci, Village President

ATTEST:

Kathleen Brand-White, Village Clerk

EXHIBIT A

**RIGHT OF WAY USE
LICENSE AND FIBER OPTIC CABLE AGREEMENT
BETWEEN THE VILLAGE OF RIVER FOREST
AND WIDEOPENWEST ILLINOIS, LLC**

(attached)

**RIGHT OF WAY USE
LICENSE AND FIBER OPTIC CABLE AGREEMENT
BETWEEN THE VILLAGE OF RIVER FOREST
AND WIDOPENWEST ILLINOIS, LLC**

This **RIGHT OF WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE VILLAGE OF RIVER FOREST AND WIDOPENWEST ILLINOIS, LLC** (the "Agreement") is entered into on _____, 2018 (the "Effective Date") by and between the Village of River Forest, an Illinois municipal corporation (the "Village") and WideOpenWest Illinois, LLC, a Delaware limited liability company authorized to conduct business in the State of Illinois (the "Licensee"). The Village and the Licensee shall be referred to as the "Parties," and individually as a "Party."

WHEREAS, the Village maintains standards for construction within its public rights of way in Title 5 (Public Ways and Property), Chapter 14 (Standards for Construction of Utility Facilities On Public Rights Of Way), of the Village of River Forest Municipal Code (the "ROW Construction Ordinance"), as amended from time to time; and

WHEREAS, the Village desires to construct and operate a fiber optic municipal area network (the "MAN") within its public rights of way depicted in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the Village desires to construct a fiber optic school district area network (the "SAN") within its public rights of way depicted in **Exhibit B** attached hereto and made a part hereof; and

WHEREAS, the MAN and SAN are together the "MAN/SAN"; and

WHEREAS, the Licensee holds a certificate of authority with the Illinois Commerce Commission; and

WHEREAS, the Licensee desires a license to construct, install, operate, maintain, and replace a privately owned and operated fiber optic telecommunications cables (the "Cable System") both underground and on existing utility poles within the Approved ROW Locations, as depicted and described in **Group Exhibit C** attached hereto and made a part hereof; and

WHEREAS, the Licensee desires to utilize the Cable System to extend the scope of its private business activities; and

WHEREAS, the Licensee is not delivering, and does not intend to deliver, cable television service to residents of the Village; and

WHEREAS, in consideration of, and subject to, the terms of this Agreement, the Village agrees to allow the Licensee, and the Licensee agrees, at its sole cost, to install

fiber optic cables within the Approved ROW Locations for the Cable System and to construct the MAN/SAN in the locations depicted in **Exhibits A and B**; and

WHEREAS, the Village has determined that it is useful to the Village and its residents to grant a public right of way use license to the Licensee for the Cable System as provided in this Agreement, and for the Village to have the Licensee construct and transfer the MAN to the Village and the SAN to River Forest School District 90 (“District 90”); and

WHEREAS, the Licensee is authorized to enter into this Agreement and to perform the obligations and commitments set forth in this Agreement; and

WHEREAS, the Village and Licensee are authorized to enter into this Agreement pursuant to the intergovernmental cooperation powers granted by Article 7, Section 10(a) of the Illinois Constitution of 1970.

NOW, THEREFORE, in consideration of the mutual consideration exchanged between the Parties as set forth herein, the sufficiency and receipt of which are mutually acknowledged, the Parties agree as follow:

1. **Recitals**: The Recitals are incorporated into this Agreement as material terms of this Agreement.

2. **Grant of Right of Way Use License**: For and in consideration of the terms of this Agreement, and in compliance with all Federal, State, County, and Village laws, ordinances, and regulations, the Village grants to the Licensee a non-exclusive revocable license (the “License”) to construct, install, operate, maintain, and replace (collectively the “Maintenance”) the Cable System and MAN/SAN in the Approved ROW Locations, subject to the terms of this Agreement. This Agreement and the License do not convey any right, title, or interest of any kind, including any ownership or leasehold interest, in any Village public rights of way, but is a license only for the use and occupancy of the specified Approved ROW Locations for the limited purposes stated in this Agreement.

Notwithstanding the limited scope of the License, in the event of an emergency or other unexpected major repair, the Licensee may access Village public rights of way to undertake emergency maintenance or repair work as required under the circumstances. All emergency maintenance or repair work by Licensee must comply with the requirements for emergency maintenance in Section 5-14-20 (Maintenance and Emergency Maintenance) of the ROW Construction Ordinance, as amended from time to time.

3. **Term of Agreement; Reopener**:

A. This Agreement, and the License granted herein, shall be for a ten (10) year term, commencing on the Effective Date (the “Term”) of the Agreement, which

shall be the date the last signatory signs the Agreement, unless otherwise extended. The Term may be extended by mutual written agreement of the Parties for two (2) or more successive terms of not more than five (5) years each (each such period is an "Extended Term"), so long as the Licensee is in full compliance with the terms of this Agreement at the time of each extension. A Party requesting an Extended Term shall submit such a request to the other Party in writing at least thirty (30) calendar days prior to expiration of the Term or the Extended Term then in effect. The thirty (30) calendar day period may be waived by the other Party.

B. During the Term, the Licensee shall not pay the Village a License fee, in consideration of the Licensee's installation of the MAN/SAN, and in consideration of the Licensee's transfer of ownership of the MAN to the Village and the SAN to District 90, as set forth in Section 5 below.

C. The Parties shall reopen, renegotiate, and amend this Agreement if any of the following occurs:

1. If the Licensee desires to provide any "cable service" to persons or areas within the Village, as defined in Section 5-15-2 (Definitions) of the Village of River Forest ~~Municipal Village~~ Code (the "Code"), the Parties shall amend this Agreement in accordance with Title 5 (Public Ways and Property) and Chapter 15 (Cable Television), to include terms of the franchise agreement called for in Section 5-15-9(C) (Cable Television Franchise Required) of the Code, including payment by the Licensee of a franchise fee to the Village.

2. If the Licensee desires to extend the footprint of the Cable System or increase the number of strands in the Cable System, the Parties shall amend this Agreement to include such additional terms and consideration as are necessary to obtain the Village's consent to allow the Licensee to so extend or modify the Cable System.

3. If Federal, State, or County laws, regulations, or requirements regarding the MAN/SAN or this Agreement impose any unforeseen cost or expense on the Village, the Parties shall amend this Agreement to allocate the costs or expenses among the Parties.

4. **Location, Description and Installation of Cable System:** The Cable System shall be composed of dedicated fiber optic cable and related components. The components of, and the general plans for, the Cable System are described in **Group Exhibit C**. The Cable System, once installed, shall be owned by Licensee, subject to the terms of this Agreement. The Licensee represents and warrants that it does not hold any franchise issued by the Village for the provision of "cable service" to persons or areas in the Village, as defined in Section 5-15-2 (Definitions) of the Code, and Licensee shall not provide such service until and unless Licensee obtains a franchise issued by the Village, as required by Section 5-15-9 (Cable Television Franchise

Required) of the Code, and in accordance with the process in Section 3(C)(1) of this Agreement. On or before December 31, 2018, the Licensee shall install the fiber optic cable segments that comprise the Cable System.

5. **MAN/SAN:**

A. The Licensee shall, at Licensee's sole cost and expense, install the fiber optic cable segments that comprise the MAN/SAN, as set forth in the following "Table 1," and as depicted and further described in **Exhibits A and B**:

Table 1

#	From	To	Strands	Initial Ownership	Type
1	River Forest Village Hall 400 Park Avenue	Water Pumping Station – 7525 Berkshire	6	Village	Buried
2	River Forest Village Hall 400 Park Avenue	River Forest Public Works Garage & Elevated Water Storage Tank – 40 Forest	6	Village	Buried
3	Water Pumping Station – 7525 Berkshire	Thru River Forest Village Hall 400 Park Avenue to River Forest Public Works	6	Village	Buried
4	Roosevelt Middle School	Willard Elementary School	6	D90	Buried
5	Roosevelt Middle School	Lincoln Elementary School & Administrative HQ	6	D90	Buried

B. Each segment of the MAN/SAN shall:

1. Contain the number of fiber optic strands in the "Strands" column in Table 1; and

2. Be constructed underground within the Approved ROW Locations as set forth in the "Type" column in Table 1, unless the Licensee requests, and the Village Administrator approves, an aerial installation instead of an underground installation; and

3. All segments should have the proper terminations; and

4. Upon completion of installation of the MAN/SAN, and after written acceptance by the entity set forth in the "Initial Ownership" column of Table 1 of a no fee bill of sale executed by Licensee, all components of the MAN/SAN for each segment, including without limitation the fiber optic strands, conduits, handholes, patch panels, locate posts, and locate wires (collectively the "MAN/SAN Improvement Components") shall become the property of the entity set forth in the "Initial Ownership" column of Table 1, and all rights, title, and interest in the MAN/SAN shall be and remain with entity set forth in the "Initial Ownership" column of Table 1, or their assigns, and if District 90 declines to take ownership of its portions of the

MAN/SAN as set forth herein, the Village shall take ownership in place of District 90; and

5. Be installed within six (6) months of the Effective Date, with the date the MAN/SAN are installed being the "MAN/SAN Completion Date."

C. The entities set forth in the "Initial Owners" column in Table 1 may freely assign their respective ownership interests in the MAN/SAN, and the consent of Licensee shall not be necessary in order for any such assignment to occur.

D. In order to comply with the requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.* ("PWA"), as set forth in Section 16(F) below, the Parties agree that the Village will pay the Licensee the differential in labor cost paid by the Licensee to install the MAN/SAN and the wages required by the PWA.

1. The Licensee shall, within forty-five (45) calendar days of the MAN/SAN Completion Date, deliver to the Village all documents reasonably requested by the Village relating to the wages paid (the "MAN/SAN Non-PWA Wages"), hours worked, and other information needed to compute the wages owed under the PWA, for construction the MAN/SAN (the "MAN/SAN PWA Wages"). The Licensee shall, within the same time period, submit to the Village and the Illinois Department of Labor, as the case may be, all other documents and information necessary to comply with the Licensee's obligations under the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

2. The Village shall, within forty-five (45) calendar days after receipt of all documents and information required to calculate the MAN/SAN PWA Wages, pay to Licensee an amount equal to the MAN/SAN PWA Wages subtracted from the MAN/SAN Non-PWA Wages.

E. The Village Administrator may approve changes to the routes, segments and other requirements of the MAN/SAN.

6. **Construction Within and Use of Public Rights of Way:**

A. All Maintenance within the Village's rights of way shall comply with the ROW Construction Ordinance, as amended from time to time, and other applicable Federal, State, County, and Village laws, ordinances, and regulations, including without limitation the National Electrical Code, the National Electrical Safety Code, and the standards in Section 5-14-16 (Construction Methods and Materials) of the ROW Construction Ordinance, as amended from time to time. The Licensee shall not interfere with property of Village or the property of other users of the public rights of way.

B. This Agreement does not authorize the Licensee to use any privately owned property, except that if a portion of the Approved ROW Locations

consists of an easement area in favor of the Village over private property and the easement permits the Licensee's use of the easement area, the Licensee may use the easement area.

C. All Maintenance by the Licensee shall be further subject to the following regulations and requirements:

1. All MAN/SAN Improvement Components shall be provided by Licensee at Licensee's cost and ownership conveyed by bill of sale to the entity set forth in the "Ownership" column of Table 1. A minimum of ten feet (10') of cable slack shall be provided in each handhole box. A minimum of ten feet (10') of cable slack shall be provided at each segment termination location.

2. The Licensee shall provide the Village with no less than twenty four (24) hours of notice prior to the commencement of work taking place in the Approved ROW Locations each calendar day. The Licensee shall not commence any work under this Agreement unless timely notice has been given.

3. Licensee shall install the MAN/SAN Improvement Components in the locations approved by the Village.

4. Licensee shall re-terminate all fiber at existing termination locations.

5. Licensee shall, at its cost, prepare and provide to the Village "as-built" plans for the Cable System and MAN/SAN within a reasonable time after installation of the Cable System and MAN/SAN. The as-built plans shall include all relevant information requested by the Village, including but not limited to depth of the conduit and a strand identification map or table.

6. Licensee shall be solely liable for any damages resulting from any Maintenance due to Licensee's failure to comply with the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 *et seq.*

D. Any deadline in this Agreement relative to construction by Licensee of the MAN, SAN and/or Cable System may be extended by the Village Administrator, in his/her sole discretion.

7. **Permits:** The Licensee shall secure all necessary permits required for Maintenance, including Village permits (including contractor's licenses), and shall pay the customary and standard permit fees, and shall post the security required by Section

5-14-10 (Security) of the ROW Construction Ordinance, prior to commencing any Maintenance.

8. **Operation and Maintenance of Cable System:** The Licensee shall, during the Term of this Agreement, be responsible for maintaining the Cable System in good and safe condition at all times and in compliance at all times with applicable federal, state, county, and Village laws, ordinances, and regulations, including without limitation, the National Electrical Code, the National Electrical Safety Code, and the standards in Section 5-14-20 (Maintenance and Emergency Maintenance) of the ROW Construction Ordinance, and the costs of said Maintenance shall be paid solely by the Licensee. In the event of a loss of service in the Cable System, the Licensee shall repair any damage and restore service promptly, and in a manner in accordance with industry standards. At no time, and under no circumstances, may the Licensee take any action that would have an adverse impact of any kind on the maintenance or operation of the MAN/SAN.

9. **Property Restoration and Repairs:**

A. The Licensee shall comply with the cleanup and restoration requirements of Section 5-14-19 (Cleanup and Restoration) of the ROW Construction Ordinance.

B. If the Licensee fails to restore or repair any disturbance or damage within the required time, the Village may undertake the restoration or repairs, at the Licensee's sole cost and expense, using the Village's own staff or forces or third-party contractors. The Licensee shall reimburse the Village for all costs and expenses incurred by the Village related to the restoration or repairs, including reasonable administrative costs, within thirty (30) calendar days after receipt of an invoice of those costs and expenses from the Village. The invoice shall include reasonable detail of the costs and expenses and must include receipts or other document when available. If the Licensee fails to pay the Village within thirty (30) calendar days after receipt of the invoice, the Village may issue a notice to the Licensee that the Village will terminate this Agreement if payment is not received within fifteen (15) calendar days after the date of that notice. If the Licensee fails to pay the Village within that fifteen (15) calendar day period, then the Village may immediately terminate this Agreement.

10. **No Liability for Damage to Cable System or MAN/SAN:** Unless directly and proximately caused by a negligent, willful, intentional, or malicious act of the Village, the Village shall not be liable for, and the Licensee expressly waives all claims it may have against the Village for, any damage to or loss of the Cable System or the MAN/SAN.

11. **Mechanic's Lien:** The Licensee shall not suffer or permit any mechanic's lien or other such lien to attach to any portion of the Approved ROW Locations and/or the MAN/SAN, and the Licensee shall be solely responsible for payment of any mechanic's lien or other lien. The Licensee shall save and keep harmless the Village

and its property from any such lien or claim therefor and from any and all cost or expense incurred in connection with any such lien or claim, including the Village's attorney's fees and expenses incurred with removing, settling or contesting such lien or claim.

12. **Transfer or Assignment of Agreement:** This Agreement is binding on, and inures to the benefit of the Village, the Licensee, and their successors and assigns. Except as stated in this Section 12, the Licensee has no right or authority to transfer or assign this Agreement or any interest in any part of this Agreement without the prior, express, written consent of the Village, which consent may not be unreasonably withheld or delayed so long as the assignment has no adverse impact on the MAN/SAN. The Licensee may assign this Agreement without the Village's consent to the Licensee's affiliate or to the Licensee's successor in connection with a merger, reorganization, or sale of all or substantially all of the Licensee's assets or ownership, but only so long as the assignment has no material adverse impact on the MAN/SAN. Any consent of the Village given pursuant to this Section 12 may be given by the Village Administrator on behalf of the Village without further Village President and Board of Trustees approval.

13. **Indemnification:** As a material inducement for the Village to enter into this Agreement, the Licensee agrees to defend, indemnify and hold harmless the Village, its appointed and elected officials, officers, president and trustees, agents, volunteers, attorneys, engineers and employees (the "Village Affiliates") from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the Licensee's Maintenance of the Cable System and/or MAN/SAN, or performance of the terms of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of the Village or the Village Affiliates.

The scope of the Licensee's indemnification shall include, but is not limited to:

- (1) Any negligent, tortious or wrongful act or omission of the Licensee, its representatives, officers, agents, employees, contractors, subcontractors, licensees or invitees, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including the Licensee, its representatives, officers, agents, employees, contractors, subcontractors, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and
- (2) Loss or damage of any kind resulting from the Licensee's failure to comply with any provision of this Agreement, or of any federal, state, county or Village law, regulation, or ordinance applicable to

the Licensee.

As a condition of the Village entering into this Agreement, the Licensee agrees to assume for its representatives, officers, agents, employees, contractors and subcontractors all risk of dangerous or hazardous conditions which are created or caused by the Licensee, in, on or about that portion of the Cable System used by the Licensee pursuant to this Agreement.

In the event of any such injury including death or loss or damage or claim or claims therefore, the Licensee shall give immediate written notice thereof to the Village, the Village shall have the right to select its own counsel to be paid for by Licensee, and the Village shall have the right to direct its own defense.

14. **Insurance:** Licensee shall procure and maintain, for the duration of the Agreement, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Licensee, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village and the Village Affiliates as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and
2. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and
3. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto;" and
4. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. **Minimum Limits of Insurance:** The Licensee shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000; and
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident; and

4. Builders Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis; and

5. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

C. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village and the Village Affiliates; or the Licensee shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. **Other Insurance Provisions:** The policies are to contain, or be endorsed to contain, the following provisions:

1. **General Liability and Automobile Liability Coverage:**

a. The Village and the Village Affiliates are to be covered as additional insured as respects: liability arising out of the Village's work, including activities performed by or on behalf of the Village; products and completed operations of the Village; premises owned, leased or used by the Village; or automobiles owned, leased, hired or borrowed by the Village. The coverage shall contain no special limitations on the scope of protection afforded to the Village and the Village Affiliates.

b. The Village's insurance coverage shall be primary as respects the Village and the Village Affiliates. Any insurance or self-insurance maintained by the Village and the Village Affiliates shall be excess of Village's and the Village Affiliates' insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village and the Village Affiliates.

d. The Village's insurance shall contain a Severability of Interests/Cross Liability" clause or language stating that Village's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Village shall be required to name the Village and the Village Affiliates. A copy of the actual additional insured endorsement shall be provided to the Village.

2. **Workers' Compensation and Employers Liability**

Coverage: The insurer shall agree to waive all rights of subrogation against the Village and the Village Affiliates for losses arising from work performed by Licensee for the Village.

3. **All Coverage:** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the Village.

E. **Acceptability of Insurers:** Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

F. **Verification of Coverage:** The Licensee shall furnish the Village with certificates of insurance naming the Village and the Village Affiliates as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Licensee's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits stated above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

G. **Subcontractors:** The Licensee shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. **Assumption of Liability:** The Licensee assumes liability for all injury to or death of any person or persons including employees of the Licensee, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

15. **Reimbursement of Village Expenses:** The Licensee shall reimburse the Village for its costs for reviewing and negotiating this Agreement in an amount not to exceed Three Thousand and No/100 Dollars (\$3,000.00). The Village shall provide the

Licensee an invoice stating those costs within thirty (30) calendar days after the Effective Date. The Licensee shall pay the Village within ten (10) business days after receipt of the invoice.

16. **Compliance With Laws:** The Licensee certifies as follows:

A. That any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable federal, state and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.

B. That it is not barred from contracting with any unit of State or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).

C. That it shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 *et seq.*).

D. In the performance of its obligations pursuant to this Agreement and in the operation of its program, it shall comply with all applicable provisions of federal, state, county and Village laws, ordinances, and regulations, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disability Act (42 U.S.C. 12101 *et seq.*), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the Licensee hereunder. Any complaint of such discrimination received by the Licensee shall be immediately forwarded to the Village.

E. That it shall comply with all applicable Federal, State, County, and Village laws, ordinances, and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Licensee agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and the Licensee further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Licensee in all its contracts and agreements with contractors and subcontractors for this program.

F. The Licensee agrees to pay not less than the prevailing rate of wages as determined by the Illinois Department of Labor ("IDOL") and as set forth in the schedule of prevailing wages maintained by the IDOL under the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, as applicable to all laborers, workers, and mechanics

performing work under this Agreement on the MAN/SAN. The Licensee, its contractors, and its subcontractors shall comply with the reporting requirements of the Prevailing Wage Act throughout the duration of the Agreement. Should the IDOL revise any prevailing rate of hourly wages, such revised rate shall be applicable to this Agreement. It is the Licensee's sole responsibility and duty to insure that any revision in the prevailing wage rates during the course of the project will be reflected in payment from the Licensee and each contractor and subcontractor to each worker where the change is applicable.

G. The Licensee also agrees to require any contractor doing construction work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section.

H. Section 7(2) of the Illinois Freedom of Information Act (the "FOIA") (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a Party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Licensee acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Licensee's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Licensee agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement. The Licensee acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act.

17. **Termination of Agreement:**

A. **Termination by Licensee:** Subject to the conditions stated in this Subsection 17(A), the Licensee may terminate this Agreement at any time and for any reason upon thirty (30) calendar days advance written notice to the Village of its intention to terminate. The following conditions apply to any termination of this Agreement by the Licensee:

1. All of Licensee's obligations related to the Cable System and MAN/SAN shall survive termination of this Agreement such that the Licensee may take no action related to the Cable System or the MAN/SAN that would have an adverse impact of any kind on the maintenance or operation of the MAN/SAN, and Licensee's obligations related to the

Cable System MAN/SAN shall only terminate at such time as the maintenance and operation of the Cable System and MAN/SAN will not be adversely impacted; and

2. All unfulfilled or unfinished obligations of the Licensee under this Agreement, whether Maintenance obligations, payment obligations, restoration or repair obligations, or any other obligation, survive termination of this Agreement, and the Licensee shall continue to be responsible and liable for completion of all unfulfilled or unfinished obligations.

B. **Termination by Village:** Subject to the conditions stated in this Subsection 17(B), the Village may terminate this Agreement for any of the following causes:

1. A material violation of any term of this Agreement and the Licensee's failure to completely cure that violation within fifteen (15) calendar days after receipt of written notice by Village that identifies the violation.

2. The material failure of Licensee to comply with all applicable federal, state, county, or Village laws, ordinances, rules, or regulations.

3. The Licensee made a fraudulent, false, misrepresenting, or materially incomplete statement in seeking this Agreement or in a permit application for the Cable System and/or MAN/SAN.

4. Construction of the Cable System and/or MAN/SAN contrary to the plans and specifications approved by the Village.

5. The Licensee has been adjudged to be bankrupt, has a receiver appointed for it, makes an assignment for the benefit of creditors, or has a significant amount of its property sold under the execution or other legal process or is seized by creditors.

6. The Licensee transfers the License without the Village's approval required under this Agreement.

7. The Licensee ceases its business operations or ceases operation of the Cable System and/or the MAN/SAN unless the cessation of operation was due to circumstances beyond the reasonable control of the Licensee and the Licensee resumes operations within thirty (30) calendar days after they were ceased.

8. Any portion of the Cable System and/or MAN/SAN presents a direct or imminent threat to the public health, safety, or welfare, whether due to its location, condition, or other circumstance, and the Licensee fails to mitigate that threat promptly.

9. Failure to provide the required traffic control, or failure to follow safety requirements while performing work, and to respond to

requests from the Village to correct such deficiencies within a reasonable time.

C. **Cessation of Agreement:** At the time this Agreement is no longer in effect, for any reason including, but not limited to, expiration of the Term or an Extended Term, or termination by the Village or Licensee, or pursuant to court order or decree:

1. The Village shall direct the Licensee as to what portion of the Cable System and/or MAN/SAN, if any, the Licensee must remove from the Village's public rights of way. Any portion of the Cable System and/or MAN/SAN designated by the Village for removal must be removed by the Licensee at its sole cost and expense within thirty (30) calendar days after the date of termination, and the Licensee shall promptly restore all disturbed public rights of way to the standards in Section 5-14-19 (Cleanup and Restoration) of the ROW Construction Ordinance.

2. The Licensee, at no cost or expense to the Village, shall quitclaim and transfer to the Village by a bill of sale all rights, title, warranties, and interest to all portions of the Cable System and/or MAN/SAN that remains with the Licensee, within fifteen (15) calendar days of a written demand of the Village.

18. **Complete Agreement; Amendments:** This Agreement represents the entire agreement between the Village and the Licensee regarding the subject matter hereof. This Agreement may be amended only in writing with the signatures of the properly authorized representatives of the Parties.

19. **Incorporation of Exhibits:** **Exhibit A** through **Group Exhibit C** are incorporated as substantive provisions of this Agreement.

20. **Governing Law; Venue:** This Agreement will be governed, interpreted, and construed in accordance with the laws, but not the conflicts of law rules, of the State of Illinois. The venue for any dispute between the Parties shall be in the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois.

21. **Taxes:** Nothing contained in this Agreement shall be construed to exempt the Licensee from any fee, tax, property tax levy, or assessment that is or may be hereafter lawfully imposed, and the Licensee shall be responsible for the payment of any taxes assessed relative to its use of the Village's public rights of way or the Licensee's operation of the Cable System and/or the MAN/SAN.

22. **No Waiver:** The waiver by a Party of a particular breach of this Agreement or the failure of a Party to enforce a particular term of this Agreement at any

particular time, or for any period of time, will not be construed or deemed to be a waiver any other breach or a bar from enforcing any other term.

23. **Notice**: All notices, demands, elections, and other instruments required or permitted to be given or made by any Party upon one or more of the others under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by messenger delivery, overnight delivery courier, certified or registered mail with proper postage prepaid, or sent by facsimile transmission, with proof of successful transmission sent by regular mail by the sending Party at the respective addresses shown below or to such other Party or address as either Party may from time to time furnish to the other in writing. Service on the legal counsel for either Party is sufficient notice to the Party.

- | | |
|---|---|
| (a) Notices to River Forest
shall be sent to: | With a copy to: |
| Eric J. Palm
Village Administrator
Village of River Forest
400 Park Avenue
River Forest, Illinois 60558
Phone: (708) 366-8500
Fax: (708) 366-3702 | Gregory T. Smith
Klein, Thorpe & Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, Illinois 60606
Phone: (312) 984-6400
Fax: (312) 984-6444 |
|
(b) Notices to Licensee
shall be sent to: | |
| WideOpenWest Illinois, LLC
Attn: Business Manager
1674 Frontenac Rd
Naperville, IL 60563 | |

24. **Good Faith Cooperation**: The Parties agree that: (i) in the event a decision by a regulatory authority at the federal, state, county, or Village level necessitates modifications in this Agreement; or (ii) the Village's determines in good faith that the Licensee's use of the MAN/SAN materially interferes with the Cable System, the Parties will negotiate in good faith to modify the Agreement to permit each Party, to the extent practicable, to enjoy the intended benefits of this Agreement. The Parties otherwise mutually agree to cooperate with each other in good faith to permit the Parties to perform their duties and obligations under the Agreement.

25. **Force Majeure**: The Village and the Licensee shall not be responsible for any failure to perform or delay in performance due to unforeseen circumstances, or due to a cause beyond the Party's control, including but not limited to acts of God, war,

riot, embargoes, acts of civil or military authorities, fire, floods, accidents, acts of suppliers or vendors, strikes, fuel, energy, labor or materials.

26. **Survival**: The obligations and rights in Sections 10, 13, 14, 17(C), and 22 of this Agreement, shall survive the life of this Agreement, and shall remain in full force and effect, even if this Agreement is no longer in effect.

| **[THIS SPACE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Village President and Village Clerk, pursuant to the authority given by the Board of Trustees of the Village of River Forest, and the Licensee have signed this Agreement on the ____ day of _____, 2018.

VILLAGE OF RIVER FOREST,
an Illinois municipal corporation

WIDEOPENWEST ILLINOIS, LLC,
a Delaware limited liability company

BY: _____
Village President

BY: _____
Manager

Date: _____, 2018

Date: _____, 2018

ATTEST: _____
Village Clerk

ATTEST: _____
Secretary

Date: _____, 2018

Date: _____, 2018

EXHIBIT A

METROPOLITAN AREA NETWORK MAP

(attached)

EXHIBIT B

SCHOOL DISTRICT AREA NETWORK MAP

(attached)

GROUP EXHIBIT C

MAP OF THE CABLE SYSTEM

1. Plans drawn by Construction-CAD Solutions, Inc., entitled "XXXXXX," dated XXXXX, containing _____ (__) pages.
2. Plans drawn by _____, entitled "_____, " dated _____, 201_, containing _____ (__) pages.

EXHIBIT D

MAP OF THE MAN/SAN

(attached)



Village of River Forest

Village Administrator's Office

400 Park Avenue
River Forest, IL 60305
Tel: 708-366-8500

MEMORANDUM

Date: January 18, 2018

To: Eric Palm, Village Administrator

From: Lisa Scheiner, Assistant Village Administrator

Subj: Contract Renewal - ClientFirst Information Technology Support Services

Issue

In late 2014 Village staff released a Request For Proposals for information technology (IT) support services. In February 2015 the Village Board of Trustees approved a three-year contract with ClientFirst consulting to provide day-to-day information technology support services to the Village of River Forest. This agreement is scheduled to expire at the end of in February, 2018, and must either be renewed or allowed to lapse. Village staff recommends that it be renewed for a period of up to three years with additional language regarding cancellation terms.

Analysis

Information technology continues to be a rapidly evolving field and the Village's computer network is critical to performing the day-to-day operations of the Village, particularly in public safety. In the past three years, the Village has invested significant resources to overhaul its computer network in an effort to improve its security, stability and performance. ClientFirst has been an integral part of helping the Village to identify and implement these solutions and the Village has been pleased with their overall performance. At the same time, ClientFirst has provided day-to-day helpdesk support for the entire organization. Currently, a helpdesk technician is on staff at the Village Hall two days per week for general support and one day per week for Police Department support. ClientFirst staff is available off-site for emergency situations when needed on the days when a technician is not assigned to the Village. While the Village had some initial concerns regarding the stability of staffing in the helpdesk position, those issues have since been resolved and the Village is now satisfied with the consultant's performance in this area as well.

ClientFirst and the Village propose that the contract be renewed for a three-year period with terms that allow that Village to cancel the contract with 60-day notice. However, if ClientFirst

on an hourly basis in accordance with the hourly rates in the attached letter from ClientFirst. The hourly rates shown are what the Village is currently charged and ClientFirst has agreed to hold these rates through June 30, 2019.

The Village's investment into its information technology infrastructure is not insignificant. The FY 2018 budget includes \$84,000 for on-site helpdesk support. The Capital Improvement Plan (CIP) includes project-specific costs that are funded by the Capital Improvement Fund and include both hardware/software/licensing and consulting costs. The FY 2019 CIP and Budget will divide costs in the same manner and will be presented to the Village Board of Trustees for review. Staff will continue to review these expenses to determine if there is a more cost-effective way to provide satisfactory IT support services to the organization. At the conclusion of this three-year period, if not before, Village staff may recommend that the RFP be re-issued. However, at this time it is not recommended as ClientFirst is performing satisfactorily and changing consultants would likely result in higher hourly rates and would result in lost efficiency and institutional knowledge that would increase costs for at least the first year of the contract.

Recommendation

Village staff recommends that the Village Board of Trustees approve an extension of the contract with ClientFirst for up to a three year period.

Attachments

- Letter from ClientFirst regarding agreement renewal
- Service agreement approved in 2015

January 18, 2018

Ms. Lisa Scheiner
Assistant Village Administrator
Village of River Forest
400 Park Avenue
River Forest, IL 60305

Re: Information Technology Support Contract Extension through June 2019

Dear Ms. Scheiner:

Per your request, we will be happy to extend the fees included in our response to the Village's 2014 IT Support RFP through June 30, 2019. At that time, we would appreciate the opportunity to review our fees prior to a further contract extension. For your reference, the fees included are as follows:

Summary Rates	
Consultant Level	Rate
Desktop Support	\$75
Senior Network Engineer	\$115
Programmer	\$95 - \$125
Web or Database Designer	\$95 - \$125
Trainer	\$115
Senior Consultant	\$115
IT Management	\$125
Partner/Project Management	\$150

Contract Termination

As we discussed the IT Support contract between ClientFirst and the Village of River Forest (Village) did not include a termination clause. As a part of this renewal, ClientFirst and the Village agree that either party may terminate this contract without cause. ClientFirst may terminate the IT Support contract with ninety (90) days written notice. The Village may terminate this contract with sixty (60) days written notice.

If you have any questions, feel free to contact me at 847.598.0345 or via email at tjakobsen@clientfirstcg.com for additional information. We appreciate the opportunity to continue working with the Village of River Forest and look forward to a great partnership in 2016.

If this proposal is in accordance with your understanding of the services to be performed by us, please sign and date this letter, and return it to us, physically or electronically.

Sincerely,



Tom Jakobsen

Senior Partner

IT Infrastructure and Support Practice Leader

Accepted by

Village of River Forest



Signature

Date

Name and Title (print)



RESPONSE TO RFP FOR
**INFORMATION TECHNOLOGY
SUPPORT SERVICES**

Client Locations
Coast-to-Coast

Illinois
North Carolina
Minnesota
California



December 01, 2014

Ms. Lisa Scheiner
Assistant Village Administrator
Village of River Forest
400 Park Avenue
River Forest, IL 60305

Re: Response to RFP for Information Technology Support Services

Dear Ms. Scheiner:

CLIENTFIRST Technology Consulting is pleased to provide the Village of River Forest with our *Response to RFP for Information Technology Support Services*. We have been providing technology management and support services to local government agencies for 10 years. Our practice managers have been working together for over 15 years.

Methodology and Approach – CLIENTFIRST utilizes industry best practices for IT support services, assessments, strategic planning, and project implementations. We customize our approach to meet each client's specific needs in a practical way.

True Independence – CLIENTFIRST is completely independent and unbiased in its analysis and recommendations. We do NOT resell software or employ implementers, trainers, or programmers for software solutions.

Full Service – CLIENTFIRST has a broad range of consultants who are specialists in IT infrastructure and applications specific to public agencies. These individuals are highly skilled and certified technicians, designers, and engineers specializing in all aspects of IT applications and infrastructure.

CLIENTFIRST is committed to providing high-quality, timely IT support for the Village's computer systems in accordance with the scope of work outlined in the RFP document. It is our understanding that we would provide a full range of information technology services, including ongoing support and coordination of the Village's network systems to ensure reliability, proper implementation of new technologies, general management and operation, ongoing maintenance and troubleshooting of the system, including the performance of routine maintenance and system updates, while serving as the Village's adjunct IT staff, and as a technical consulting resource for end-users and management staff.

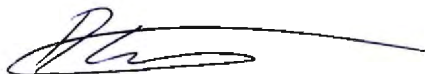
CLIENTFIRST believes we are the best-qualified firm to perform this engagement due to our extensive and primary focus on public safety agencies and municipalities in all of our service offerings.

Please contact us with any questions regarding this proposal. We can be reached at 847.598.0345 or tjakobsen@clientfirstcg.com or dkrout@clientfirstcg.com. We appreciate the continued opportunity to serve the Village of River Forest as one of our many satisfied clients.

Sincerely,



Tom Jakobsen
Senior Partner
IT Support and Infrastructure Practice Leader



David W. Krout, CPA (*inactive*)
Managing Partner
Management Consulting Practice Leader

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WHY CLIENTFIRST IS THE BEST CHOICE

CLIENTFIRST is well equipped to assist the Village of River Forest in this endeavor. Differentiators include:

Locally Based – Our Illinois-based Operations can react quickly to on-site project demands without the need for travel from remote areas.

Stable, Strong, and Growing – We are stable and have been in existence for over ten years. We continue growing in both the addition of personnel as well as the expansion of new office locations.

Quality of Experience of Our Consultants – Our management team for this project is made up of six consultants with a collective experience of over 100 years of IT consulting experience. The leaders and founders of our company come from IT consulting and management experience at a Top Five national accounting and consulting firm.

IT Assessment and IT Master Plan Experience – Our consultants have years of experience in delivering IT Assessments and IT Master Plans focused on local governments including cities, counties, and local/regional districts.

Use of Best Practices – CLIENTFIRST utilizes PMI, ITIL, COBIT, and EAP concepts, along with our own experience and best practices, as building blocks for completing IT assessments and delivering services. Governance is an essential component to overseeing that IT strategies and recommendations align with business objectives on an ongoing, repeatable basis.

PMI (Project Management Institute)

ITIL (Information Technology Infrastructure Library)

COBIT (Control Objectives for Information and Related Technology)

EAP (Enterprise Architecture Planning)

Experience with Municipalities – Our Team experience in working **with hundreds of Municipalities** in Illinois and across the country, which has provided our staff the subject matter expertise to quickly understand operation demands and opportunities and then equate them to beneficial IT recommendations and improvement.

Municipality Consortium Familiarity – We have established, worked with, and maintained inter-governmental relationships between our clients for Disaster Recovery and other services.

COMPANY DATA

IT SUPPORT PHILOSOPHY

CLIENTFIRST provides high-value, customized, timely IT support and consulting services to our clients, with integrity. We are sensitive to each organization's specific needs, and we tailor our services to meet those needs in a timely and high-quality manner. We believe that the most effective way to provide our services is to utilize subject-matter experts, when necessary, to speed implementation and problem resolution, while controlling time spent.

Our consulting team has many years of collective experience working with Illinois municipalities, and they will rapidly understand the systems, support requirements, and special IT needs in the Village of River Forest.

GOVERNMENT TECHNOLOGY

Focusing on local governments means that we understand the unique needs, processes, protocols, and political nuances involved in the industry. This **understanding and experience** ensures that strategies and recommendations are focused and practical.

LOCAL PRESENCE AND PRACTICE LOCATIONS

We have a local presence with extensive experience in Illinois. *CLIENTFIRST* is a national firm, with practices located in Illinois, North Carolina, Minnesota, and California.



Schaumburg, IL



Chapel Hill, NC



Minneapolis, MN



Corona, CA

BUSINESS MANAGEMENT APPROACH

We understand that not all government executives are versed in the latest technology issues and opportunities. Therefore, our approach and deliverables provide a business-management perspective that **allows the layperson the ability to understand the technology issues, strategies, and potential solutions enough to make well-informed business decisions.**

REGIONAL PRESENCE

CLIENTFIRST has a strong regional footprint. Our management team has completed projects and/or provided IT services to the following agencies in Illinois:

Arlington Heights	Elgin SD U46	IBEW LMCC
Cary	Geneva Community USD 304	IBEW Local 701
Countryside	Harlem SD 122	IL Action For Children
Glencoe	Harrison SD 36	Illinois Municipal Retirement Fund
Highland Park	Harvard Community USD	Jensen IT
Kenilworth	Illinois State University	Lemme Insurance Group, Inc.
Libertyville	Mount Prospect SD 57	Lincolnwood Public Library
Lincolnwood	Naperville CUSD 203	Martin Barnicle & Assoc.
Naperville	Naperville CUSD 203	MGP Inc.
Norridge	Northern Illinois University	Park Ridge-Niles SD 64
Northbrook	West Aurora SD 129	Perry Memorial Hospital
Northfield	University of Chicago	Pinstripes, Inc.
Oak Brook	Forest Preserve District of Will County	RK Dixon
Oakbrook Terrace	Naperville Park District	Safco Dental Supply Company
Oak Park	Norridge Park District	St. Charles CUSD
Palos Park	Park District of Highland Park	Stawski Distributors
River Forest	Algonquin-Lake In the Hills FPD	Steppenwolf Theater Company
Riverside	American Association of Diabetes Educators	TDSI
Rockford	Chicago Theological Seminary	The Overture Group
St. Charles	Current Technologies	Township HSD 214
Batavia Public SD	Divine Providence	Troy Realty LTD
Central Community USD 30	Erminger Corporation	Wheaton-Warrenville SD 200
Community USD 300	Filtration Group	
Community USD 308	IBEW FBO	
Consolidated HSD 230	IBEW JATC	
Consolidated SD 158		
DeKalb CUSD 428		
Du Page County		

IT SUPPORT CLIENTS

Illinois

Cary
Kenilworth
Lincolnwood
Northbrook
Northfield
River Forest
Riverside
Pinstripes, Inc.
Stawski Distributors
TDSi
Troy Realty LTD

Other Regions

Healdsburg, CA
La Puente, CA
Laguna Niguel, CA
Lake Forest, CA
Rialto, CA
Simi Valley, CA
CA-NV AWWA, CA
Castaic Lake Water Agency, CA
Corona Physical Medicine, CA

PRACTICAL RECOMMENDATIONS

We believe in using technology as a tool to meet your business objectives; we do not apply technology just for technology's sake.

We are serious in our quest to provide clients with practical solutions that meet their individual requirements. Sometimes the proper solution includes cutting-edge technology. However, a cost-effective and practical solution using proven technology is often the most beneficial.



TRUE INDEPENDENCE

CLIENTFIRST believes in practicing **true independence**. We do not resell products, nor maintain relationships that would result in any add-on profit margins or referral fees. Our interest is in **putting the client first** by finding optimum solutions (i.e., the greatest value at lowest competitive cost) to meet their needs.



NATIONAL RECOGNITION

Our consultants are nationally recognized for their work by many of the industry's leading vendors. They appreciate the fairness and objectivity we demonstrate when dealing with their organizations.

INDUSTRY RECOGNITION – CIO REVIEW

CLIENTFIRST was featured in the 2013 issue of *CIO Review* as one of the 20 Most Promising Government Technology Consulting Companies.

CIO Government Technology Consulting **2013**
20 Most Promising Government Technology Consulting Companies

ClientFirst Technology Consulting

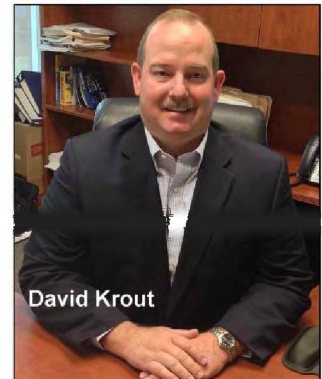
A Beacon of Light for Prime Technology Solutions

Today, many Information Technology (IT) companies make the same mistakes, especially when it comes to consulting-oriented projects. Their knowledge of new technology is limited, and they use generalized IT specialists who may be well rounded, but lack the over-all technical strength. That is why many local governments rely on ClientFirst, a consultant and IT services firm, headquartered in Corona, California, with offices in Illinois and North Carolina, and specializes in a wide breadth of IT disciplines.

"When dealing with IT companies, it's easy to become lost in the jargon of the field, but ClientFirst takes a practical, business management perspective. The company not only helps their clients understand, but works with them extensively to determine the strengths and weaknesses of their infrastructure and applications and what they need for success," observes David Krout, Managing Partner of ClientFirst. The company itself is almost exclusively local government, offering consulting in all aspects of IT Infrastructure, IT Support, IT Master Planning, ERP applications, and Telecommunications. In order to preserve an unbiased stance that measures the quality of various technologies, ClientFirst refrains from reselling hardware and software. This independence allows them to give unbiased recommendations for different environments and situations.

Many of ClientFirst's services aim for the betterment of local communities. Their major software consulting service can bolster community development, utility billing, and work management, in particular. They also offer consulting on application management best practices and IT department turnarounds. For more hands-on assistance, clients have supplemental and outsourcing support from which to choose. ClientFirst's telecommunications consulting designs phone systems, communications infrastructure and provides carrier contract negotiations. The company provides much of its consulting through local government agencies and strives to educate its clients as well as aid them in the implementation of comprehensive IT Master Plans they help develop.

Understanding the scope of ClientFirst's services is best done through looking at their work. When commissioned by the city of Redlands, California to formulate an IT plan, ClientFirst did an assessment of each city department's information technology needs, evaluating application needs, policies and procedures, staffing structure, use of productivity tools, and more. Based on the needs of Redlands' infrastructure and applications, they formed a comprehensive 5-year plan and educated the city council, providing additional systems engineering capabilities and even redesigned their new data center and network. "ClientFirst is not a company that does product sales, but rather offers independent consulting services, like those in Redlands, that stick closely to retaining the best components of an environment and improving the rest. Combined with the multitude of IT disciplines working under ClientFirst, each client gets advice from subject matter experts who are best trained in each specific field," explains Krout.



ClientFirst serves a list of illustrious clients in Illinois' Elgin School District U46; Laguna Niguel, CA; Lincolnwood, IL; Castaic Lake Water Agency, CA; and City of Bloomington, IL. With a reputable system of client care that it prides itself on, ClientFirst is an up-and-coming company with a future of promise and prosperity ahead of it as they aim to increase their regional IT support services in California and Illinois, as well as national presence in IT planning, software selection and telecommunications consulting. The company looks for people who have a passion, as its employees share a common desire to make a positive difference in various communities, rather than simply make a profit. While they currently have 35 professionals, ClientFirst is expecting to boost their head count to 50 by next year. **CR**

DIVERSIFIED EXPERIENCE

We have **extensive experience with a wide variety of organizations and technology and processing environments**. In addition, we have significant market knowledge regarding software and hardware providers and are well-informed with respect to vendor and industry developments.

INTEGRATED TECHNOLOGY SOLUTIONS GROUPS

Whatever your IT needs are, we offer a **unique combination of experts** in their given disciplines who can be your guides for technology decisions, planning, implementation, and management, chosen according to the specific needs of each project, working as an integrated team to **provide end-to-end consulting and support services**.

CLIENTFIRST Integrated Technology Solutions Groups

IT SERVICE & OPERATIONS

Technical Services
Help Desk
Managed Services

IT INFRASTRUCTURE

Networking
Servers
Data Centers
Disaster Recovery
Security

MANAGEMENT CONSULTING

IT Strategic Planning
IT Assessments
Process Improvements
Contract Negotiations
Project Management

APPLICATION CONSULTING

Business Process Review
Software Selection
Implementation Assistance

ECMS

(Enterprise Content Management)
Needs Assessment
Business Process Review
System Selection
Planning
Implementation Oversight

TELECOM

Bill Audits
VoIP
Design
RFP/Procurements
Carrier Services
Call Centers

STRUCTURED CABLING SYSTEM DESIGN

Assessment and Certification
CADD Design & Layout
Vendor Selection
Project Management
Documentation

GIS

Assessment & Planning
Design
Data Management
Development
Mapping

INTEGRATED TECHNOLOGY SERVICES

IT SERVICES / OPERATIONS

IT Technical & Managed Services

- 24/7 On-Call
- PC Break-Fix Services
- Routers and Switches
- Server Installation, Configuration & Troubleshooting
- On-Site or Remote
- Network & Server Troubleshooting & Configuration
- Security Systems Support
- Network & Server Management
- Patch Management
- Inventory & Licensing Management
- Remote Network, Server & Desktop Monitoring

IT Staffing & Outsourcing

- IT Staffing Needs Assessment & Operational Reviews
- Interim IT Management
- Supplemental IT Staffing
- Outsourcing IT Management & Staff

MANAGEMENT CONSULTING

- Strategic Planning
- IT Master Planning
- IT Assessments
- IT Staffing Assessments
- Process Improvements
- Procurement Assistance
- Contract Negotiations
- Project Management

APPLICATION CONSULTING

Business Process Review

- Business Case Analysis
- Preliminary Needs Assessment and Recommendations
- Process Analysis and Improvement

Software Selection

- Feature / Function Requirements Definitions
- Implementation Risk Assessments
- Change Management
- RFI / RFP Development
- Vendor Analysis and Evaluations
- Demonstration Facilitation
- Contract Review and Negotiations

Implementation Assistance

- Implementation Project Management
- Conversion Assistance
- Integration / Interface Assistance
- Ad Hoc Report Writing Assistance

TELECOMMUNICATIONS CONSULTING

- Bill Audits (Cost Analysis & Negotiation)
- Telecom Expense Management (TEM)
- VoIP Readiness Review
- Systems Evaluation, Design, Specifications, and RFP Development
- Credit / Refund Requests
- Strategic Planning
- Project Management
- Carrier Services Cost Analysis
- Operational and Workflow Reviews
- Contact / Call Center Consulting
- System Selection & Contract Negotiations

ECMS

- Web Design and Development
- Content Management
- Database Design and Development

IT INFRASTRUCTURE

Networking

- Assessment, Design & Installation
- Replication & Redundancy Strategies
- Server Virtualization
- Cloud Computing

Disaster Recovery

- Risk Assessment & Business Impact Analysis
- Disaster Recovery Planning
- Hot-Site & Recovery Services Evaluation
- Storage Area Networking

Security

- Internet & Firewall Security Reviews
- IT Security Reviews & Audits
- Security Policy & Controls Development
- Intrusion Testing

STRUCTURED CABLING SYSTEM DESIGN CONSULTING

- Assessment & Certification
- CADD Design & Layout
- Vendor Selection
- Project Management
- Documentation

GIS

- Assessment & Planning
- Design
- Data Management
- Development
- Mapping

AREAS OF EXPERTISE

The consultants assigned to this engagement have direct experience in a broad range of products and services.

DEPARTMENT AREA EXPERIENCE

- Council
- Administration
- Building & Safety
- City Clerk
- Finance
- Fire
- Library
- Utility Billing
- Customer Service/Call Centers
- Payroll
- Human Resources
- Planning
- Police
- Purchasing
- Public Works
- Parks & Recreation
- Engineering
- Geographic Information System (GIS)
- Water
- Waste Water
- Sanitation
- Field Operations
- Laboratories
- Environmental Services
- Facilities
- Treatment Plants
- Fleet Management
- Engineering
- Warehousing
- SCADA
- Information Systems

IT OPERATIONS / TECHNICAL SERVICES EXPERIENCE

- Technical Services
- 24/7 On-Call
- PC Break-Fix Services
- Routers & Switches
- Server Installation, Configuration & Troubleshooting
- On-Site or Remote Services
- Network Troubleshooting & Configuration
- Security Systems Support
- Managed Services
- Network Management
- Event Monitoring
- Patch Management
- Inventory Management
- Licensing Management
- Software Distribution
- Remote Network & Desktop Monitoring

GIS EXPERIENCE

- Technical
 - Web Mapping
 - Database Design
 - Data Creation
 - Date Conversion and Maintenance
 - Software Creation
 - Enterprise Date Integration
 - Training
 - Reporting
 - Programming
 - Script Creation
 - Cartographic Design
 - Interface Design
 - Software Evaluation
 - System Implementation
- Administrative
 - Performance Measurement
 - Project Management
 - Business Process Mapping
 - Needs Assessment
 - Staffing recommendations

APPLICATION AREA EXPERIENCE

- General Ledger
- Budgeting
- Project Accounting
- Grant Accounting
- Cash Receipts
- Purchasing & Receiving
- Bids Management
- Contract Management
- Accounts Payable
- Fixed Assets
- Loans
- Special Assessments
- Financial Reporting
- Business Licensing
- Applicant Tracking
- Human Resources
- Employee Self-Service
- Benefits Tracking
- Time & Attendance
- Payroll
- CIS & Utility Billing
- Customer Service / Call Centers
- Backflow
- Service Orders
- Work Orders / Preventative Maintenance
- Inventory & Fleet Management
- Planning, Permitting, Inspection & Code Enforcement
- Land/Parcel/Address Management
- Computer-Aided Dispatch (CAD)
- Records Management
- Mobile Computing
- Citizen Request Management (CRM)
- Geographic Information System (GIS)
- Adjudication
- Citation Management
- Database Management

TELECOM EXPERIENCE

- Law Enforcement Records Management
- Systems Evaluation & Assessments
- Telecommunications System Management
- Voice & Data Cable Infrastructure Design & Engineering
- LAN/WAN Assessments, Design, Procurement, & Implementation
- VoIP (Voice-over-Internet Protocol) Readiness Reviews & Assessments
- Telecom Billing Audits & Cost Reviews
- Strategic IT & Telecommunications Planning
- Systems Design & Alternative Analysis
- Business Continuation Planning & Disaster Recovery Planning
- Call Center Planning & Operational Design
- Competitive System & Vendor Selection
- Project Management & Implementation

CONSULTANTS' COLLECTIVE EXPERIENCE

We understand the experience of the individual consultants is a significant factor in hiring a firm to conduct the project on your behalf. Our consultants have extensive public-sector experience in their respective careers, including projects with the following agencies:

Illinois

Village of Arlington Heights
Village of Cary
Village of Glencoe
Village of Kenilworth
Village of Libertyville
Village of Lincolnwood
Village of Matteson
Village of Norridge
Village of Northbrook
Village of Northfield
Village of Oak Brook
Village of Oak Park
Village of Palos Park
Village of River Forest
Village of Riverside
City of Bloomington
City of Champaign
City of Countryside
City of Highland Park
City of Lake Forest
City of Moline
City of Morton Grove
City of Naperville
City of Oakbrook Terrace
City of Orland Park
City of Prospect Heights
City of Rockford
City of Rock Island
City of St. Charles
DuPage County
Orange County
Peoria County
Sangamon County
Batavia Public School District
Central Community Unit School District 301
Civitas Schools
Community Unit School District 300
Community Unit School District 308
Consolidated HSD 230
Consolidated School District 158
DeKalb Community Unit School District 428
Divine Providence
Elgin School District U-46
Geneva Community Unit School District 304
Glenview Schools
Gower School District
Hampton School District 29
Harlem School District 122
Harrison School District 36
Harvard Community Unit School District
Indian Prairie Community Unit School District 204
Mount Prospect School District 57
Naperville Community Unit School District 203
Naperville Park District
Norridge Park District
Oak Park Library
Oswego Library District
Oswego School District
Park District of Highland Park
Park Ridge Schools
Port Byron Central School District
School District U-46
Sherrard Community Schools
St. Charles School District
Township HSD 214
West Aurora School District 129
Wheaton-Warrenville School District 200
Illinois State University
Lake Forest College
Northern Illinois University
The University of Chicago
American Association of Diabetes Educator

Chicago Theological Seminary
Current Technologies
Erminger Corporation
Filtration Group
IBEW FBO
IBEW JATC
IBEW LMCC
IBEW Local 701
Illinois Action for Children
Illinois Municipal Retirement Fund
Jensen IT
Lemme Insurance Group, Inc.
Lincolnwood Public Library
Martin Barnicle & Associates
MGP Incorporated
Perry Memorial Hospital
Pinstripes, Incorporated
RK Dixon
Safco Dental Supply Company
Stawski Distributing
Steppenwolf Theater Company
Troy Realty, LTD

Arizona

Maricopa County
Telecom Resources International, Inc
The Intelligent Approach

California

City of Simi Valley
City of Camarillo
City of Calabasas
City of Port Hueneme
City of Rancho Cucamonga
City of Brentwood
City of Burbank
City of Chino
City of Colton
City of Cotati
Town of Danville
City of Downey
City of Dublin
City of Escondido
City of Foster City
City of Healdsburg
City of Hemet
City of Indio
City of Laguna Niguel
City of La Habra
City of Lake Forest
City of La Puente
City of Lathrop
City of Lomita
City of Montclair
City of Murietta
City of Palm Desert
City of Port Hueneme
City of Rancho Cucamonga
City of Rancho Mirage
City of Rialto
City of Rosemead
City of Sacramento
City of San Gabriel
City of San Jacinto
City of Seal Beach
City of Simi Valley
City of South Gate
City of Upland
Town of Danville
Town of Truckee
CA-NV American Water Works Assoc.
Castaic Lake Water Agency
Cucamonga Valley Water District
Glendale Water & Power
Mesa Consolidated Water District
Newhall County Water District

Palmdale Water District
Rincon del Diablo Municipal Water District
Rosamond Community Services District
Salisbury - Rowan Utilities
Southern California Coastal Water Research
Walnut Valley Water District
Riverside County
San Bernardino County
Mechoopda Indian Tribe
Colton Joint Unified School District
Jurupa Community Services District
Lake Elsinore Unified School District
Menifee Unified School District
Mountain View Elementary School District
Riverside Public School District 96
Romoland School District
Saint Jeanne School
Sisters of the Company of Mary Province
West Covina Unified School District
Oklahoma Community College
San Jose Community College
University of California San Francisco
Appa Fine Foods
ARC Services Inc.
Caltrol, Inc.
Church of Our Savior
Freyer & Laureta, Inc.
Home Child Care Provider
Northern Trust Bank
Salas O'Brien Engineers, Inc.
Smith Group JJR
ViriBright Lighting Inc.
WRNS Studio

Connecticut

City of Bristol
City of New Haven

Florida

City of Cape Coral
City of Deerfield Beach
City of Dunedin
City of Fort Lauderdale
City of Pompano Beach
City of Port St. Lucie

Indiana

The University of Notre Dame
Master Distributors, Inc.

Iowa

City of Ankeny
City of Bettendorf
City of Burlington
City of Cedar Rapids
City of New Hampton
City of West Des Moines
Linn County
Johnson County
Cedar Falls Utilities
State of Iowa
Assumption Catholic High School
Wahlert Catholic High School
Archdiocese of Dubuque Catholic Schools
Burlington Community School District
Cedar Rapids Community School District
Davenport School District
Diocese of Davenport Catholic Schools
Dubuque Community School District
Knoxville Community School District
Mason City School District
North Scott School District
Des Moines Area Community College
Loras College
St. Ambrose University

Maryland

State of Maryland

Michigan

Anoka County
Lake Superior State University
University of Michigan
The Charlton Group

Nevada

Town of Pahrump
County of Nye

New York

State of New York
Hudson Valley Community College
Oswego Public Library District

North Carolina

City of Gastonia - Water & Electric
Salisbury Rowan Utilities
City of Burlington
City of Kinston
City of Mount Airy
City of Salisbury
Town of Southern Pines
Cabarrus County
Buncombe County
Eastern Band of Cherokee Indians
Monarch-Arc Services
St. Augustine College
Wake Forest University
Arc of Stanley County (Monarch)

Ohio

Montgomery County
Cuyahoga County

South Dakota

Rapid City Area Schools

Utah

Washington County School District

Virginia

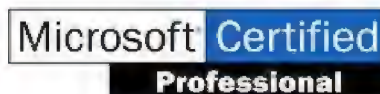
Commonwealth of Virginia

Wisconsin

City of Eau Claire
City of Brookfield
City of West Allis
City of Wauwatosa
Brown County
Kenosha County
Waukesha County
Milwaukee County
HIDTA Milwaukee
Diocese of Madison Catholic Schools
Madison School District
Shorewood School District
Whitnall School District
West Allis School District
St. Norbert College
St. Beloit College
University of Wisconsin
Southwest Technical Institute
State of Wisconsin
Kohler Credit Union

Wyoming

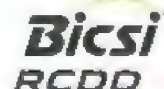
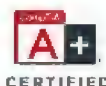
State of Wyoming



Enterprise Administrator



Server Administrator



INSURANCE

CLIENTFIRST is insured to the levels required by federal and state law and this project. Certificates of insurance will be provided upon contract award.

OWNERSHIP (TYPE OF BUSINESS ENTITY)

CLIENTFIRST is a privately held, limited liability company (LLC), formed in 2004 under the name ClientFirst Consulting Group, LLC, doing business as ClientFirst Technology Consulting and is not owned by any other business entity or by any individual.

FINANCIAL STABILITY

CLIENTFIRST was founded in 2004 and grew at an annual rate of more than 30%, leveling-out through the "Great Recession" of 2007-2009, after which it has continued to increase steadily. In 2013, *CLIENTFIRST* experienced 100% growth. During the past six months, we have improved our internal infrastructure in order to provide for an expected growth rate of 25% this year.

CLIENTFIRST maintains profitability without debt. We are a privately held, limited liability company.

FINANCIAL OR OTHER CONFLICTS OF INTEREST

CLIENTFIRST does not have any interests in other lines of business, nor has any relationships which could be construed as a conflict of interest.

FIRM NEUTRALITY AND INDEPENDENCE

CLIENTFIRST is a truly independent technical services and consulting firm. We are certified in multiple technologies, but we do not resell hardware and software, nor represent those that do. *CLIENTFIRST* does not have any interests in other lines of business, nor has any relationships which could be construed as a conflict of interest. Therefore, there is no risk that our analysis will be biased in any way towards certain solutions.

MATERIAL LITIGATION

CLIENTFIRST is not currently and has never been involved in any material litigation.

CONTRACT FULFILLMENT AND COMMITMENT TO PERFORM

CLIENTFIRST has never failed or refused to meet contractual obligations. By submitting this proposal under signature of the person(s) duly authorized to bind the company in contractual obligations, *CLIENTFIRST* is committing to perform and deliver the services proposed.

REQUESTED FIRM INFORMATION

Name of Business	ClientFirst Consulting Group, LLC dba ClientFirst Technology Consulting
Primary Contact for Engagement	Tom Jakobsen, Project Manager 847.598.0345
Locations	Illinois 10 Martingale Rd., Suite 400-254 Schaumburg, IL 61073
	North Carolina
	Minnesota
	California
Years in Practice	10+
Ownership (Type of Entity)	Limited Liability Company (LLC), formed 6/28/2004 (ClientFirst is not owned by another business entity or any individual.)
Partners	David Krout, Managing Partner
	Tom Jakobsen, Senior Partner
	Steve Robichaud, Partner
Federal Employer ID	20-2403791
Remittance	Accounting Department 1181 California Ave., Ste. 270 Corona, CA 92882 951.739.7989

RESUMES AND QUALIFICATIONS OF PERSONNEL

TOM JAKOBSEN, SENIOR PARTNER – IT INFRASTRUCTURE & SUPPORT PRACTICE LEADER



Tom Jakobsen has over 25 years of experience in the information technology arena. His interdisciplinary experience has given him a unique understanding of the interrelationship between network infrastructures and the applications they support, as well as the usefulness of project management and system development life cycles for infrastructure-related projects. Mr. Jakobsen's dual roles as an IT Director and Consultant provide clients with a resource of tremendous experience who understands interdepartmental and vendor relationships and the management of those relationships.

Highlights

- Former Network Infrastructure Consulting Practice Leader for RSM McGladrey, the nation's fifth-largest CPA and consulting firm
- Ongoing Contract CIO for multiple municipalities
- Former CIO at Frame Relay Corporation
- Interim CIO at AAA Colorado
- Interim CIO at AAA Arizona
- Two-time Interim CIO at Illinois Action For Children
- Managed hundreds of IT consulting projects with dozens of municipalities and local governments

Specialty Areas

- IT Operations Management
- Network Design, Procurement, Implementation, and Oversight
- IT Security
- Disaster Recovery
- Interim CIO/IT Management
- Project Management
- Assessments, Strategy, and Planning

Education, Credentials, and Affiliations

- Bachelor of Science in Mathematics and Economics from University of Iowa
- Member, Project Management Institute, Midwest Chapter

Similar Clients or Projects

- Village of Cary
- Village of Glencoe
- Village of Kenilworth
- Village of Libertyville
- Village of Lincolnwood
- Village of Northbrook
- Village of Northfield
- Village of Oak Brook
- City of Bloomington
- City of Brentwood
- City of Burbank
- City of Camarillo
- City of Dublin
- City of Highland Park
- City of Laguna Niguel
- City of Lake Forest
- City of Murrieta
- City of Naperville

- City of Palm Desert
- City of Rancho Cucamonga
- City of Rancho Mirage
- City of Redlands
- City of Rialto
- City of Salisbury
- City of San Gabriel
- City of Simi Valley
- City of St. Charles
- Town of Danville
- Glenview Schools
- Hampton School District 29
- Harrison School District 36
- Indian Prairie CUSD 204
- Naperville CUSD 203
- Naperville Park District
- Romoland School District
- Oak Park Library

- Oswego Library District
- Oswego School District
- Park Ridge Schools
- Port Byron Central School District
- San Jose Evergreen Community College
- School District U-46
- CA-NV American Water Works Association
- Castaic Lake Water Agency
- Cucamonga Valley Water District
- DuPage County
- Jurupa Community Service District
- Lake Elsinore Unified School District
- Mesa Consolidated Water District
- Sherrard Community Schools
- St. Charles School District
- Illinois Action for Children

LARRY GUNDERSON – IT MANAGEMENT & SUPPORT PRACTICE LEADER



Larry Gunderson has nearly 20 years of IT Management and Geographic Information Systems (GIS) experience. He has managed and directed nearly all aspects of information technology, including system planning, design and implementation, database design, Request for Proposal (RFP) development and system procurement, asset management, GIS, cyber security, eGovernment, and information technology policy and governance. His background has provided him the ability to collaborate with department heads and users on various GIS applications and functions necessary to sustain GIS usability. Mr. Gunderson's broad technical experience is complemented with proficiency in Microsoft applications, including PowerPoint, Visio, and Project.

Highlights

Former CIO – City of Naperville, IL

Directed a staff of 18 technology professionals and oversaw a \$5.3 million annual operating budget

Directed the development of a comprehensive Business Process Management analysis to review over 40 city business processes and recommend technology improvements

Responded to City Council-mandated budget cuts by streamlining information technology operations and reducing the departmental budget by 30%

Directed a transformation of the City's network infrastructure in response to a need for increased information security

Developed a citywide Strategic Technology Plan to provide technical direction for the City's departments

Implemented Azteca Cityworks Computerized Maintenance Management System (CMMS) in one of the first major installations of the software in the country

Utilized Arc Macro Language (AML) and UNIX programming skills for environmental GIS analysis and cartographic design projects

Education, Credentials & Affiliations

Master of Science in Management Information Systems from North Central College, Naperville

Bachelor of Science in Industrial Education from Western Illinois University, Macomb

Certificate in Information Systems Project Management from DePaul University, Chicago

Government Management Information Sciences – Illinois Chapter

Urban and Regional Information Systems Association (URISA)

Illinois GIS Association (ILGISA)

- ♦ Board of Directors, 1998 – 2003
- ♦ ILGISA President, 2002

Similar Clients or Projects

Village of Cary
Village of Lincolnwood
Village of Northfield
City of Lake Forest

City of Naperville
Naperville CUSD 203
Elgin School District U-46
Oswego School District

KEVIN KEYSER – IT SUPPORT SPECIALIST

Kevin Keyser has an extensive and diverse IT background. His expertise is in Microsoft and Novell environments, and AS/400 operations. Kevin maintains a CompTia A+ certification and is trained in all desktop operating systems. He also performs Web design and programming.

Highlights

- Supports networks and desktops for clients with between 10 and 400 hundred nodes
- Experienced in both server and desktop virtualization
- Installs and manages network automation tools for improved efficiency
- Industry experience includes water districts, school districts, city government, medical facilities, libraries, and private sector companies

Specialty Areas

- IT Operations Management
- Desktop Support
- Network Administration
- Procedures and Training

Education, Credentials & Affiliations

- CompTIA A+
- CompTIA Server+

Similar Clients or Projects

- Village of Lincolnwood**
- Village of Northfield**
- Perry Memorial Hospital**
- Oswego Public Library District**
- IBEW Local 701**
- Preferred Network Access**

MATTHEW WOLZE – IT NETWORK ENGINEER

Matt Wolze has over 15 years of experience and a proven track record of implementing, maintaining, and designing cost-effective technical solutions to keep pace with changing business needs. He is experienced in systems administration, AS400, cabling infrastructure, and Microsoft environments, including troubleshooting hardware, software, networking, and telecom issues.

Mr. Wolze's expertise includes VOIP/PBX Support, smart phone/PDA support, and iSwitch iMail installation and support. He is adept at dealing with rapidly changing priorities in support of project management.

Highlights

Small Business

Implemented VoIP Solutions in small businesses that typically resulted in 35% savings on current telecommunications and Internet costs

Municipalities and School Districts

Desktop support and software installation for integrated messaging solutions
Wireless site surveys and deployment
Secure network solutions design and implementation

Mid-Sized Businesses

Managed network infrastructure and VoIP telephony
Maintained Microsoft Windows Active Directory hardware, backups, users and security
Centralized backup systems for AS400, servers and laptops using SAN and NAS storage technologies concurrent with tape off-site backups
Managed facility cabling and rewiring
Managed building access and security issues
Negotiated contracts for telephony and Internet services
Developed and implemented disaster recovery planning and testing
Standardized and centralized server anti-virus software management using Sophos
Merged company infrastructures with commercial entertainment systems utilizing VPN tunnel and network resources
Managed daily operations of a technical support group, including bench and phone support technicians

Specialties

Microsoft Active Directory Administration
LAN/WAN administration
Email/Instant Messaging support
VOIP Implementation and support
Sophos anti-virus management
User support

ROGER CANO – SENIOR NETWORK ENGINEER

Roger Cano is a business-savvy technology leader with over 18 years of extensive IT experience, with a diverse background in hardware, operating systems, and software applications, all of which has developed his expertise in troubleshooting, problem-solving, and analytical skills. Mr. Cano has proven his ability to work well under pressure while developing and executing innovative solutions to complex issues in order to meet challenging business demands.

Mr. Cano's expertise is rooted in an array of applications, software products, and equipment, including Microsoft, Cisco, Citrix, Novell, HP, ArcServe, Symantec, IBM, Barracuda, SonicWALL, Google, Apple (Mac), Dell, and various hosted services.

Highlights

Initiated and successfully oversaw transitions, redesigns, migrations, and implementations of network platforms and email systems.

Completed large-scale projects including: site relocations, reconfiguring servers, cluster volumes, fabric switches, and SANS.

Administrator for Novell and Windows network consisting of 2,400 servers supporting 130,000 users.

Provided support for global Novell and Windows LAN infrastructure and performed problem resolution for complex issues related to file, print, and third-party applications.

Identified and managed disk capacity on servers and Netapp NAS filers, forecasted space and storage requirements.

Coordinated with contractors and architects to develop floor plans, wiring, electrical, and overall IT requirements for new construction. Planned, managed, and oversaw implementation of all IT-related projects, including telephony.

Specialty Areas

Experience with highly sensitive personal and financial data

Strategic Planning

Virtualization Implementations

Systems Integration

Network Design And Configuration

Desktop and Server Management

Vendor Negotiations and Management

Project Management

Disaster Recovery Planning

Software Development Life Cycle

Cloud Computing

IT Security

IT Infrastructure Oversight, Design,

Procurement, and Implementation

Education, Credentials & Affiliations

Triton College: Computer Networking and Telecommunications Systems

Loyola Executive Education: Mini-MBA

Allied Information Technology & Engineering Certified in Systems Administration

Microsoft Certified Professional

Project+, Network+, Server+

ITIL Foundations

Strategic Planning Workshops and Management Training

Devoted to ongoing professional development via formal short courses, conferences, webinars, forums, symposia, and information sessions.

Similar Clients or Projects

Village of Richton Park
Steger

Baptist Ministers Conference
Chicago Transit Authority (CTA)
City Colleges of Chicago
Town of Cicero

Maywood
Matteson
Flossmoor
Homewood
Chicago City Hall
Chicago Aldermanic Offices

Merrillville, Indiana
Schererville, Indiana
Mortgage Companies
Financial Institutions
University of Chicago

ORGANIZATIONAL CHART

The personnel selected for this engagement are listed below.

Project Role: Executive Sponsor <i>CLIENTFIRST Title: Senior Partner, IT Infrastructure & Operations Practice Leader</i>	Tom Jakobsen
Project Role: Consulting Project Manager, IT Support Manager <i>CLIENTFIRST Title: IT Management & Support Practice Leader Practice Leader</i>	Larry Gunderson
Project Role: Network Engineer <i>CLIENTFIRST Title: Senior Network Engineer</i>	Roger Cano
Project Role: Primary IT Support Technician <i>ClientFirst Title: IT Support Specialist</i>	Kevin Keyser
Project Role: Secondary IT Support Technician <i>CLIENTFIRST Title: IT Network Engineer</i>	Matt Wolze

REFERENCES

We believe that our clients are our best salespeople. **Our consultants have provided services to public sector clients of all types and sizes**, including municipal, county, and state governments. The references selected below are representative of clients and projects of similar types and scope. Their high level of satisfaction has caused them to retain our services for many projects, forging an ongoing partnership which we value and strive to maintain.



City of Lake Forest

220 E. Deerpath, Lake Forest, IL 60045

Elizabeth Holleb, Director of Finance

847.810.3612

holleb@cityoflakeforest.com

Joe Gabanski, Assistant Director of Information Technology

847.234.2600

gabanskij@cityoflakeforest.com

IT Assessment and Strategic Planning
IT Security Assistance
Supplemental IT Support
Telecommunications Voicemail System Consulting Services
PCI Plan Development
Website Redesign Procurement Assistance
EDMS Needs Assessment
CAD/RMS Assessment



Village of Riverside

27 Riverside Road, Riverside, IL 60546

Jessica Frances, Director of Finance

708-447-2700

jfrances@riverside.il.us

IT Support – including Public Safety
CAD/RMS Upgrade Support
VoIP Systems Selection and Implementation Management
9-1-1 Data Center Design



Village of Lincolnwood

6900 N. Lincoln Ave., Lincolnwood, IL, 60712

Doug Petroschius, Assistant Village Administrator

847.673.1540

dpetroschius@lwd.org

PC and laptop replacement

24x7 IT outsourcing
Mobile computer systems setup
IT strategic planning
Backup systems implementation
Disaster Recovery Planning, including Intergovernmental Agreement for mutual aid in the event of a disaster
Project management of infrastructure upgrades and replacement
Point-to-point wireless connections for district facilities
Design assistance for website
Document management system selection and implementation
Automated board packet system design and implementation
Spam filtering implementation
Business process improvements
ePay consulting
Adjudication software selection
AT&T PEG implementation
Computer replacements
Video security systems consulting
Water meter system upgrades
Wireless systems design
Software consulting
RecTrac implementation project management
Security audit
Server replacements
Police Department alarm database development
Community Pool systems setup
Police Department wireless integration
Network support services
Upgrade to Exchange 2007
VoIP RFP and selection assistance
Guest wireless implementation
SAN installation

VILLAGE OF NORTHFIELD Village of Northfield

361 Happ Road, Northfield, IL 60093

Steve Noble, Finance Director

847.784.3534
snoble@northfieldIL.org

IT outsourcing
Backup systems implementation and planning
IT infrastructure and security assessment
Telecommunications system selection and implementation project management
RFP process for a complete E-9-1-1 system upgrade
Preliminary enterprise applications needs assessment
Design and maintain village website
PCI compliance plan
Point-to-point wireless RFP and project management
Server replacement



Village of Norridge, IL

4000 N. Olcott Ave, Norridge, IL 60706

Douglass Strempek, Information Technology Coordinator

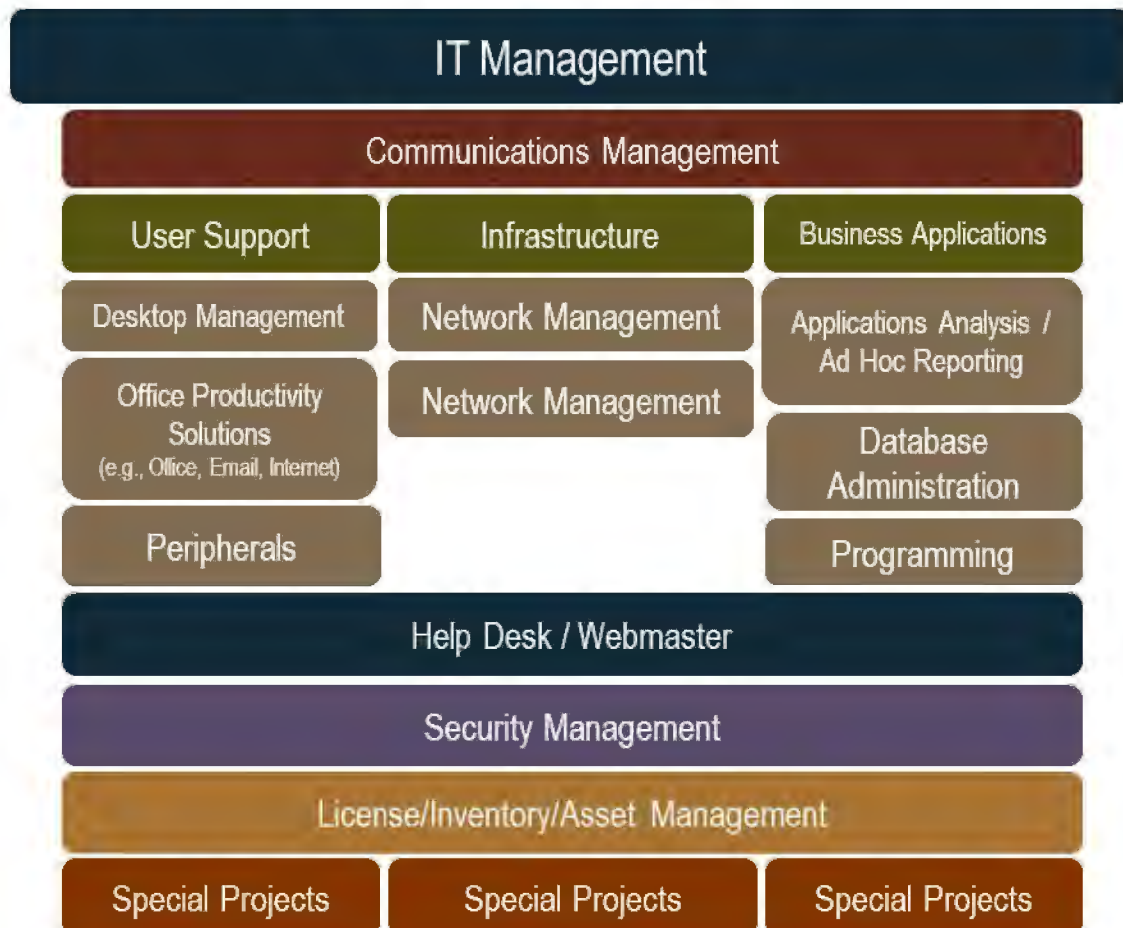
708.453.0311 Ext. 5751

Supplemental IT Support
Police Department MDC refresh
Wireless design

OVERVIEW AND APPROACH

The Village's requirements, as outlined in the RFP, are a part of our available Scope of Services. The individuals assigned to the Village have extensive experience in serving municipalities.

The Village is similar in size to other agencies that also utilize the services outlined in the RFP, including 24/7 IT support, ongoing strategic planning and budgeting, managed services, and on-demand response, among others.



HELP DESK SUPPORT

CLIENTFIRST is available 24/7 for emergencies or other urgent priorities. We maintain a separate Help Desk system for each client at no additional charge, if requested.

Each Help Desk request will be emailed to the support team. The support team monitors email requests on their workstations and smart phones during the hours requested by the Village. Responsibility for after-hours support will be assigned to specific team members.

Our management staff also monitors these requests daily, and we review them with our clients on a monthly/quarterly basis in order to verify that we are meeting departmental needs.

For most of our clients, we have an overall budget for IT support, and we manage our time in order to stay within that budget. Changes (additional requirements, emergencies, or reduced needs) are identified and discussed as soon as possible and are communicated to the client.

Priority Description	
Urgent	1-Hour Response
High	2-Hour Response
Medium	8-Hour Response
Low	16 Hour Response
Very Low	5 Business Days

We provide all of our clients with escalation procedures that begin with the primary and secondary on-site technicians, and include our Operations Manager and the firm's partners, including mobile and home phone numbers.

The *CLIENTFIRST* primary IT support team assigned to the Village is fully

trained in desktop, server, and network support. All prioritized Help Desk requests and other assignments will be completed in an efficient manner.

Expected tasks include, but are not limited to:

- Troubleshooting of all hardware and software problems

- Coordination and execution of repairs of all information technology components that are no longer covered by warranty, including, but not limited to PCs, printers, file servers, switches, hubs, and routers

- Assistance to Village users for day-to-day problems with standard operating systems, Microsoft products, and other Village applications. *Note: Unique application support (e.g., financial systems) will be handled directly through the vendor. As we work with users, we will train them to troubleshoot and resolve as many of their own problems as possible.*

- Set-up and administration of user accounts, including log-in IDs, directory structures, and file set-up

- Installation and support of all software programs on the Village's file servers and desktops

- Research and recommendations for potential technical solutions to the Village

Help Desk

- ✓ 24/7 Technical Support
- ✓ Service-Level Agreements
- ✓ On-Site Support
- ✓ Remote Support
- ✓ Remote Control
- ✓ Issue Tracking
- ✓ Mobile User Support



Maintain up-to-date knowledge of current release levels of all the Village software products, recommend timing of installation for new releases and patches/hot fixes, and implement, as appropriate

Document potential end-of-support items and coordinate hardware and software acquisitions

Assist with configuring servers and PCs to implement these systems, as necessary

Provide the Village with documentation for:

- ♦ Network topology
- ♦ Backups and tape rotations
- ♦ Time-saving user procedures
- ♦ Procedures for repetitive daily activities
- ♦ Vendor escalation procedures
- ♦ Software licensing
- ♦ Hardware inventory and warranty

Assistance with desktop changes for ongoing projects, including server and electronic mail upgrades and smart phone integration

Create and maintain IT-related policies and procedures

Support of the Village's local and wide area network (LAN/WAN) hardware and software

Daily monitoring of server backups and security logs, including investigation and remediation of any issues

Represent the Village when interacting with other organizations and service firms on IT-related matters

HELP DESK AVAILABILITY AND RESPONSE TIMES

We do not distinguish between business-hour and non-business-hour emergencies. In all cases of emergency services, we will respond within one hour. We will be on-site within four hours, if required. In many cases, timely issue resolution is enhanced through our remote support capabilities.

Priority	Level	Client Impact	Response Time	Resolution Time
P1	Emergency	Severe overall impact; defined as a loss of network, server, or email function	1 Hour	90% resolved in less than 4 hours
P2	High	Moderate business impact or high personal impact, such as a critical application not working or workstation hardware failure	2 Hours	90% resolved in less than 8 hours
P3	Medium	Lower business impact or moderate individual impact, such as failing backups, printing issues or application instability; incident may represent a service disruption or data loss if not addressed within service time frame	8 Hours	75% resolved in less than 16 business hours
P4	Low	Low business or individual impact, such as minor printer problems, application installations, or other tasks that can be scheduled for the most convenient time without creating a disruption	16 Hours*	75% resolved in less than 1 week
P5	Very Low	No productivity or service level impact; issues should be corrected; may require information from the user, client, or hardware from a vendor	5 Business Days*	75% resolved in less than 2 weeks

* - or at a time scheduled/agreed upon by the Village

Note: Resolution time may depend on the availability of spare equipment at the Village

We believe that our customized service model is superior to “unlimited support” offerings, as those offerings do not offer support for all types of situations, questions, or on-site services, when required.

SERVICE-LEVEL METRICS

Tracking a small number of well-chosen metrics is imperative to managing any function. We track Help Desk tickets, application availability, and on-time/on-budget project delivery. Tracking and reporting on too many metrics becomes detrimental to productivity.

We will meet or exceed the service-level metrics requested by the Village. We utilize a customizable summary report to recap our achievements and any issues during the month. We also track the availability of applications through our managed services software. This includes tracking email, Internet, financials, and availability of other critical systems, and reporting any anomalies to the Village.

On a monthly basis, we track and report on service levels, time spent, and any outstanding issues.

Our ability to commit to specific service levels for the systems previously installed at the Village will be determined as a part of our initial assessment work effort. We typically track service levels for critical applications and/or systems, including email, Internet, financials, website, and others, if needed.

SUPPORT TRACKING

Time Tracking

We utilize a time-tracking and invoicing system for all employees. Employees are required to enter their time weekly, with invoicing targeted for the first three billing days of the following month. All invoices are drafted and reviewed by the Project Manager, who makes adjustments, if necessary, corrects errors, and ensures that you are receiving value for all hours billed.

Documentation

CLIENTFIRST typically maintains all necessary equipment inventories, network diagrams, disaster recovery plans, password lists, and other appropriate documentation for our clients.

Reporting

We utilize either the *CLIENTFIRST* Help Desk system or a client-specified Help Desk system. Final reporting will depend on the Help Desk system used. We customize reporting to meet the needs of the Village at no additional charge.

Customer Care Line

We maintain a toll-free number for Help Desk support. Often, more informal communication with the consulting team quickly renders the toll-free number obsolete.

Escalation Procedures

We provide all our clients with management and owner contact information that is effective 24/7. Our staff is trained to recognize problems that require additional resources for resolution and to escalate those problems to appropriate management. Additional resources are assigned by *CLIENTFIRST* management as needed.

Initial *CLIENTFIRST* response to any call will be conducted by either the primary or secondary team member assigned. *CLIENTFIRST* maintains and trains a minimum of two team members for every organization. *CLIENTFIRST* performs all cross training at its own expense.

In the event that neither the primary nor secondary staff is available, the Village is welcome to escalate immediately to the local project leader or *CLIENTFIRST* management for assistance.

We do not maintain a fixed, time-based escalation schedule. We do expect that critical failures will be escalated to *CLIENTFIRST* management immediately. During that process, next steps are discussed. Immediately following, management-level contact is initiated to inform the Village of our plan and verify that the proper resources are assigned.

We occasionally encounter a problem that is difficult to resolve. In those cases, we work with the Village to reach a successful conclusion. Because top-level *CLIENTFIRST* management is directly involved in these situations, resolution of any financial or other issues is reasonable and rapid. We are a service organization to the Village of River Forest, and final authority resides with the Village.

MUNICIPAL IT MANAGEMENT

One of our key differentiators is that in addition to providing highly skilled technicians, we provide our clients with tremendously experienced IT Managers. Over 75% of the time is spent working with public agencies, applying in practical situations their extensive knowledge of industry best practices. This combination of knowledge and experience has resulted in success stories from IT departments across the country.

Our IT management practice area works with clients to improve the quality of their IT management and service delivery. We apply our knowledge in this area to each of our clients' situations and customize our management style to fit their specific needs. In some cases, we provide IT management outsourcing services, with client staff reporting directly to our consultants.

We provide our clients with a complete IT management methodology that improves communication and delivery of services, and lays the groundwork for high-quality, low-cost solutions that will meet the Village's needs.

Because we are a full-service, independent consulting firm, we are able to provide non-biased expertise in all areas of information technology. These efforts are not limited to our primary and secondary technicians, but can be provided by any one of our subject matter experts.

Our methodology includes:

Strategic Planning – Maintaining a five-year strategic plan and capital replacement plan

Project Planning – Planning and executing individual projects on-time and on-budget

Budgeting – working with our client to maintain their IT budget and meet budgetary goals

Regular Communications – Communicating upcoming goals, objectives, and the IT support status through monthly or quarterly IT committee meetings

Network Management – Managing the network and servers in a highly efficient manner and utilizing state-of-the-art software

Root Cause Analysis – Determining the root cause of problems to eliminate repeat issues and save time

Rapid Escalation – Rapidly escalating critical problems within *CLIENTFIRST* so the right subject matter expert can be engaged to resolve the problem quickly and efficiently

Attention to Detail – Working to maintain accurate documentation and track maintenance and vendor contracts and software licenses to ensure that there are no surprises in these often overlooked areas

Regular Measurement – Measuring our accomplishments on a monthly basis and working to improve our performance

Productivity Improvement – We are not interested in simply maintaining systems as they are; we are always looking for ways to improve business processes



DESKTOP APPLICATIONS SUPPORT

Desktop Administration and Support

CLIENTFIRST is familiar with all of the Village's desktop support requirements and expects to provide support on a weekly schedule to be mutually defined by the Village and *CLIENTFIRST*. We will become familiar with the productivity tools for workstation configuration, imaging, patching, and remote management that are in use at the Village and will continue to leverage those tools to reduce time spent on workstation-related issues.

We provide a customer care line for support that can be used during normal business hours. During non-business hours, we provide an escalation procedure that includes the cellular and home numbers for the assigned technical staff, management, and company owners. We respond to problems based on the priority you assign; our response time guarantees are described earlier in this proposal.

Desktop Management

- ✓ Patch Management
- ✓ Desktop Policy Enforcement
- ✓ Event Log Monitoring
- ✓ Hardware Inventory
- ✓ Software Inventory
- ✓ Automated Issue Resolution
- ✓ Routing Maintenance
- ✓ Performance Monitoring
- ✓ Alerting

Software Support

CLIENTFIRST will provide software support and assistance, as requested. We typically provide end-user software assistance for core products, such as the Microsoft Office product suite.

We have found that support for specific applications, such as Finance, GIS, Customer Service, among others, are most cost-effective when provided by the software vendor. In general, non-core software would fall under a separate assessment and recommendation process not included here.

Server and Network Administration

CLIENTFIRST will provide detailed technical assistance to the Village for network and server systems. Our expertise includes knowledge of all hardware, software, and security equipment currently in use at the Village. We expect to take responsibility for all IT-related systems, working with various support vendors as required to resolve any problems that may arise.

Approach

During normal business hours, *CLIENTFIRST* on-site support personnel will meet service-level agreements and end-user support demands

On-call network, systems, and security engineers for support through an escalation process, as needed, during non-business hours

Benefits

Single point-of-contact for all service inquiries and help requests

Escalation management through the use of an automated online workflow (ticketing system) and manual intervention

24/7 technical support

Fault management

24/7 maintenance support

Rapid response

Problem resolution

Server Management

- ✓ Patch Management
- ✓ Server Policy Enforcement
- ✓ Event Log Monitoring
- ✓ Inventory Management
- ✓ Automated Issue Resolution
- ✓ Server Optimization
- ✓ Service-Level Monitoring
- ✓ Performance Monitoring
- ✓ Security Management
- ✓ Scheduled Health Reports
- ✓ Alerting

Network Management

- ✓ Network Device Monitoring
- ✓ Performance Monitoring
- ✓ Bandwidth Monitoring
- ✓ Firewall Management
- ✓ Router/Switch Management
- ✓ Proactive Monitoring
- ✓ Threshold Customizations
- ✓ Alerting
- ✓ Network Interface Stats

TRANSITION / ONBOARDING PLAN

Our proposed Transition Plan includes the following steps:

Pre-Transition Planning – *CLIENTFIRST* management will initiate a series of discussions with the Village staff and the incumbent support agency to plan for the transition.

On-Site Knowledge Transfer – *CLIENTFIRST* management and staff will be on-site for up to one week to work with the Village and the incumbent support agency to transfer imbedded knowledge of systems and facilities. Our primary day-to-day support staff and senior network engineer will then spend a minimum of three business days on-site working with the incumbent support agency and IT Manager to understand the environment.

Responsibility Turnover – At the conclusion of the on-site knowledge transfer, *CLIENTFIRST* will assume responsibility for on-site staffing and on-call support.

We expect a five-day transition period to be sufficient for an organization the size of the Village. In order to minimize the time spent on-site, we would prefer to request standards and best practice-based documentation prior to the transition period, allowing our assigned team to review the documentation ahead of time.

SYSTEMS DOCUMENTATION AND KNOWLEDGE MANAGEMENT

IT Support Standard Operation Procedures – As part of its standard offering and following assumption of responsibility, *CLIENTFIRST* will develop an Account Services manual that will include, at a minimum, the following:

- Time tracking/reporting procedures
- Help Desk management application documentation
- Password management procedures
- Standard staff on-boarding/termination procedures
- Network/systems diagram(s)
- Organization chart for site contacts and contact information for escalation of Help Desk requests
- Remote-access procedures
- Backup procedures
- Internet outage procedures and contact info
- Standard location of storing documents/folder structure
- Image creation and/or software deployment process
- Locations, building layouts
- Purchasing procedures
- Remote monitoring and management procedures

CLIENTFIRST provides detailed security administration for all IT systems as a part of on-site maintenance and support. Security logs are reviewed and anomalies are resolved as a part of our weekly log review program that is included in this proposal. A network audit report will be developed that will provide the basis for a quarterly review of the Village's systems. Finally, security audits of specific workstations, devices, or networks may be requested by the Village at any time, and *CLIENTFIRST* will conduct the review.

PROJECT IMPLEMENTATION SERVICES

In addition to regular IT support operations, the *CLIENTFIRST* project team will also implement the following projects budgeted for the Village's current fiscal year:

Village of River Forest Project Implementation Services	Estimated Hours	Roger	Kevin/Matt
Core Switch Replacement	12	8	4
Research and plan implementation, coordinate purchase and delivery, install and rack switch, research existing configuration and define VLANs, configure switch, convert to new switch, post-conversion support, and document network configuration			
Disaster Recovery Backup Server	34	6	28
Research and plan implementation, coordinate purchase and delivery, install and rack server, configure backup services, and document configuration			
iSCSI SAN Implementation	48	16	32
Research and plan implementation, coordinate purchase and delivery, install and rack SAN, create VMware virtual servers, migrate services, test to ensure all services are working, and document implementation			
Total Hours	94	30	64

AD HOC PROJECTS (HOURLY RATES APPLY)

Special Project Examples

In addition to the project implementations defined above there may be special ad hoc projects that require additional or unique project expertise. These special projects are typically one-time, or infrequent in nature. Because of the broad spectrum of IT-related issues, in order to provide superior cost-effective solutions, *CLIENTFIRST* uses Subject Matter Experts (SMEs) for these types of projects.

SMEs allow us to provide consultants that are extremely well versed in their specific area of responsibility. The use of SMEs reduces the overall cost of projects by creating highly competitive selection processes that generate solutions to meet clients' needs without extraneous costs.

Examples include:

IT Master Plan Development

- ♦ Business Process Reviews and Improvements
- ♦ Software Selection
- ♦ Phone System Selection
- ♦ IT Security Reviews and Audits
- ♦ Fiber-Optics
- ♦ Large Video Surveillance Deployments
- ♦ Microwave Communications
- ♦ Telecom Carrier Negotiations
- ♦ Telecom Bill Audits
- ♦ Cable Infrastructure Design
- ♦ Large Custom Software Development
- ♦ Collaboration System Design and Implementation
- ♦ Data Center Design and Implementation
- ♦ Large Custom Website Design

Prioritized Resource Utilization

Existing IT staff within routine scheduled time

Subject Matter Experts - other consultants with specific expertise

Vendors with specific products or specialized implementation services

1st Priority

• Existing Staff - Routine Schedule

2nd Priority

• SME Consultants & Engineers

3rd Priority

• Vendors

Best Practices Approach to Project Design, Procurement and Implementation

At *CLIENTFIRST*, we use a best-practices approach for all of our projects. In all cases, we use the following work steps:

Determine Scope of Work – We work with the client to determine what we are being asked to accomplish

Design – For larger, more complex projects, the design effort may become a separate project; for smaller projects, design is integrated into budgeting

Develop Budget – Project budgets include hardware, software, and consulting costs. Consulting costs are estimated by outlining the various work steps and estimating the hours required to complete them. We also discuss areas of cooperative effort that have the potential to reduce costs via additional client involvement.

Gain Approval– Once the budget is complete, we review the scope of work and costs with the client and gain their approval before continuing

Create Project Plan – Based on the client's needs, delivery dates, and the tasks to be completed, we develop a project plan and estimated implementation date

Outline Communication Plan – We outline the process for communicating implementation dates, improvements, and training to appropriate staff members

Document Other Plans – Other plans may include training, testing, contingency, and backout; these plans are developed and documented on an as-needed basis

Configure and Implement – Utilizing our planning methodologies and technical expertise, we configure the necessary system components, implementing the solution with the least possible impact to staff and productivity

Post-Implementation Support – At *CLIENTFIRST*, all implementations that affect multiple users require on-site post-implementation support to eliminate remote response times

Documentation – We develop any necessary procedures and update our documentation as part of the project



SECURITY ADMINISTRATION

CLIENTFIRST provides detailed security administration for all information technology systems as a part of on-site maintenance and support. Security logs are reviewed and anomalies are resolved as a part of our weekly log review program that is included in this proposal. Security audits of specific workstations, devices, or networks may be requested by the Village at any time and *CLIENTFIRST* will conduct the review.

The technology is comprised of a core application and remote clients that are installed on the servers, along with software probes that manage and monitor network devices. All communications are secure and encrypted. From a consolidated console, *CLIENTFIRST* engineers can analyze the current servers and network equipment and tailor performance measurements and metrics to the Village's specifications. This provides the following benefits:

Efficient	Manages all devices from one console and report any issues quickly
Cost-Effective	Automates routine tasks to reduce costs
Better Quality	Provides more consistent and higher-level service, resulting in improved customer satisfaction
Proactive	Detects IT problems before causing costly downtime
Customized	Tailors services to accommodate the Village's unique needs, with specific monitoring applied to the applications and services running at the Village
Timely	Resolves issues and problems quickly using real-time remote control
Supportive	Support daily operations, troubleshooting, and capacity planning
Informative	Provides insight into the Village's infrastructure, improving maintenance and incident troubleshooting

Sample View of Dashboard



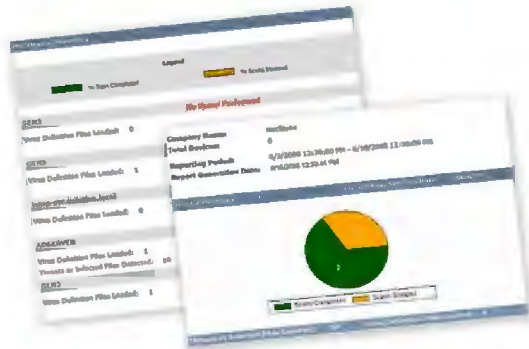
Management Reports

Available monthly reports include:

- Executive Reports
- Incident Reports
- Log Reports
- Availability Reports
- Asset Reports

- Metrics Reports
- Patch Management Reports
- Systems Reports
- Ongoing IT Support
- Service-Level Agreement Reports

Sample Management Reports



Site Security Report



Server Health Report



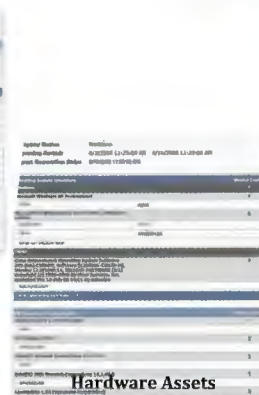
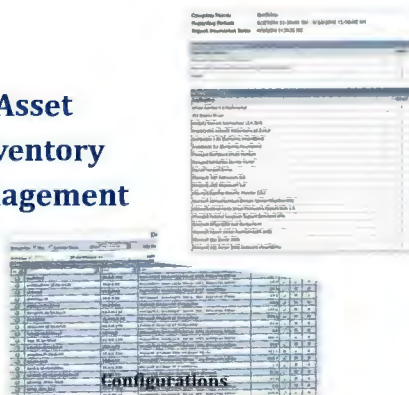
Site Performance Report

Site Hardware Summary Report



Detailed Network Scans

Asset Inventory Management



STRATEGIC IT PLANNING

We are uniquely qualified to conduct Strategic IT Master Plans for municipalities, as our Business Management Consulting practice performs these engagements for City governments on a regular basis.

We believe that additional long-range planning and plan maintenance would be in the Village's best interest. We can provide long-range Strategic Master Technology Planning services to the Village in order to create a Five-Year Strategic Plan that will document the needs of all departments and highlight opportunities to improve organizational productivity and service delivery (hourly rates apply). Our typical master IT Master Plans include business case justification, return-on-investment considerations, project budgets and resource requirements, timelines, and major findings and recommendations.



Upon completion of the initial plan, we often work with our clients to maintain the plan as part of the annual budget review process.

COMPENSATION/PAYMENT SCHEDULE

FEES

Our fees are based on the time spent on a project at our standard rates. Our standard billing rates for these types of services are based on the type and level of the assigned consultants' skill sets. However, we have discounted our rates for this engagement. We do not anticipate any travel-related expenses. Other reimbursable items for IT support may include relatively small hardware, which will only be purchased after consulting with the Village of River Forest and obtaining written approval.

Step	Village of River Forest IT Systems and Infrastructure Support Services Work Plan	Hours per Month	Kevin/Matt IT Support Tech	Larry Project Manager
1	On-Site Support - Backups, Fixes, User Assistance	21	21	0
2	Monthly Patching, Data, and Configuration Backups	4	4	0
3	Help Desk Support - Unlimited	8	8	0
4	Monthly, IT Team, and Management Meeting	4	2	2
5	Strategic Planning Support	1	0	1
6	Remote Monitoring and Management for 24 Hours a Day x 7 Days a Week	-	Included	Included
Hours		38	35	3
Hourly Rate			\$ 75	\$ 140
Monthly Cost		\$ 3,045	\$ 2,625	\$ 420
Annual Cost		\$ 36,540		

Step	Village of River Forest IT Systems and Infrastructure Support Services Orientation/Onboarding Plan	Hours	Matt IT Support Tech	Kevin IT Support Tech	Larry Project Manager
1	Kick-Off Meeting - Discuss transition and handoff	6	2	2	2
2	Orientation - Tour computer rooms, review network documentation, review existing systems management practices, open project discussion - Mostly interviews	8	4	4	0
3	Learn systems - Hands on review of servers, review of random desktops in each department, review of network equipment, backups, and anti-virus patching.	16	8	8	0
4	Hands-On Transition - Install Help Desk ticketing system, begin to take Help Desk calls, hands-on staff assistance, work on any server issues with current staff, jointly work on open projects	16	8	8	0
Total Hours		46	22	22	2
Hourly Rates			\$75	\$75	\$140
Total Cost		\$3,580			
Strategic Partner Discount		(\$1,790)			
Total Cost (Not-to-Exceed)		\$1,790			

Task	Village of River Forest Project Implementation Services Work Plan	Project Cost	Estimated Hours	Consultant	
				Roger	Kevin/Matt
Core Switch Replacement		\$1,220	12.0	8	4
1	Research & plan implementation, coordinate purchase & delivery, install & rack switch, research existing configuration & define VLANs, configure switch, convert to new switch, post conversion support and document network configuration				
Disaster Recovery Backup Server		\$2,790	34.0	6	28
2	Research & plan implementation, coordinate purchase & delivery, install & rack server, configure backup services, and document configuration				
iSCSI SAN Implementation		\$4,240	48.0	16	32
3	Research & plan implementation, coordinate purchase & delivery, install & rack SAN, create VMware virtual servers, migrate services test to ensure all services are working and document implementation.				
Hours			94.0	30	64
Hourly Rates				\$115	\$75
Total Project Costs		\$8,250			

Year 1 – Total Proposed Cost

Task	Village of River Forest IT Support Services Year 1 - Total Cost	Costs
1	IT Support Services	\$36,540
2	Orientation/Onboarding	\$1,790
3	Project Implementation Services	\$8,250
Year 1- Total Cost		\$46,580

Year 1 – Proposed Optional Services Cost (see Alternate Proposals)

Task	Village of River Forest 24/7 Remote Monitoring and Management	Cost
1	Remote Monitoring and Management - 24 Hours a Day x 7 Days a Week	
Monthly Cost		\$ 250
Annual Cost		\$ 3,000

Year 2 - (Optional to Renew) Proposed Annual Fixed Cost of \$36,540

Task	Village of River Forest IT Support Services Year 2 - Total Cost	Costs
1	IT Support Services	\$36,540
Year 2- Total Cost		\$36,540

Year 2 – Proposed Optional Services Cost (see Alternate Proposals)

Task	Village of River Forest 24/7 Remote Monitoring and Management	Cost
1	Remote Monitoring and Management - 24 Hours a Day x 7 Days a Week	
Monthly Cost		\$ 250
Annual Cost		\$ 3,000

Year 3 (Optional to Renew) - Proposed Annual Fixed Cost of \$36,540

Task	Village of River Forest IT Support Services Year 3 - Total Cost	Costs
1	IT Support Services	\$36,540
Year 3 - Total Cost		\$36,540

Year 3 – Proposed Optional Services Cost (see Alternate Proposals)

Task	Village of River Forest 24/7 Remote Monitoring and Management	Cost
1	Remote Monitoring and Management - 24 Hours a Day x 7 Days a Week	
Monthly Cost		\$ 250
Annual Cost		\$ 3,000

Our fee estimate is based on the scope and approach outlined in this proposal. If, during the course of this project, the nature or scope of our work should change, we would discuss such matters and their effect on our fees with the Village prior to proceeding. If required, additional time and materials consulting will be provided at the following rates:

Project Rate Beyond Scope of Standard Contract

<i>Time and Materials</i>	
Special or Ad Hoc Projects	
Staff Level and Hourly Rate	
Desktop Support	\$85
Senior Network Engineer	\$115
Programmer	\$95 - \$125
Web or Database Designer	\$95 - \$125
Trainer	\$115
Senior Consultant	\$115
IT Management	\$125
Partner/Project Management	\$150



TERMS

CLIENTFIRST bills monthly, net 30 days. Should we be required to ship items overnight or to procure cables or other parts on your behalf, we will pass these items on to you at cost. Should this engagement produce extraordinary expenses (e.g., specialist for a project), we will discuss the issues with you and receive your approval, before proceeding. All expenses for on-site and remote IT support are included in this agreement.

Each CLIENTFIRST invoice contains a summary of our work effort and fees, detailed expenses, and a detailed description of the work performed during the period.

ACCEPTANCE

If this proposal is in accordance with your understanding of the services to be performed by us, please sign and date this letter, and return it to us.

Accepted by:	
Village of River Forest	
	2/13/15
Signature	Date
ERIC PALM - VILLAGE ADMINISTRATOR	
Name & Title (print)	

REPORTS AND SAMPLES

The following pages provide the following reports and samples:

- Professional Services Agreement
- Sample Report – Fixed Assets Inventory
- Sample Report – IT Committee Meeting Agenda
- Sample Report – Open Incidents
- Sample Report – Help Desk Monthly Load
- Sample Report – Closed Ticket Percentage Increase
- Sample Report – Open Incidents Activity/Priority
- Sample Report – Top Ten Departments
- Sample Report – Top Ten Categories
- Sample Report – Top Ten Users



Village of River Forest

Village Administrator's Office

400 Park Avenue
River Forest, IL 60305

Tel: 708-366-8500

MEMORANDUM

Date: January 18, 2018

To: Catherine Adduci, Village President
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Amend Title 4 of the Village Code – Requirements for Other Jurisdictional Approvals

Issue/Analysis: The Village Attorney recommended that we add language in the Village Code that requires that Village permit holders obtain necessary approvals from other jurisdictions prior to undertaking any construction activity. While this is done in practice, from a “belt and suspenders” approach it makes sense to memorialize in this in the Village Code. This would not change any practice, but rather memorialize what we currently do.

Other agencies that would issue permits include, but are not limited to: MWRD, IDOT, Forest Preserve District of Cook County, IEPA, etc.

Recommendation: Consider and approve the attached Ordinance that amends Title 4 of the Village Code regarding requirements for other jurisdictional approvals.

Please contact me with any questions or concerns. Thank you.

Attachment
Ordinance

NO. _____

**AN ORDINANCE AMENDING TITLE 4 OF THE RIVER FOREST
VILLAGE CODE REGARDING REQUIREMENTS FOR
OTHER JURISDICTIONAL APPROVALS**

WHEREAS, the Village of River Forest ("Village"), is a non-home rule unit of local government as provided by Article VII, Section 7 of the Illinois Constitution of 1970; and

WHEREAS, the President and Board of Trustees of the Village find that requiring holders of Village-issued licenses and permits to obtain other necessary approvals from other jurisdictions prior to undertaking any activity, construction, or other action authorized by the license or permit issued by the Village best serves the interests of the Village, its residents and the public's health, safety and welfare;

NOW, BE IT ORDAINED by the President and Board of Trustees of the Village of River Forest, Cook County, Illinois, as follows:

SECTION 1: That the recitals above shall be and are hereby incorporated in this Section 1 as if restated herein.

SECTION 2: That Title 4 of the River Forest Village Code, entitled "BUILDING REGULATIONS," is hereby amended by adding a new Chapter 19, entitled "OTHER JURISDICTIONAL APPROVALS REQUIRED," which shall read in its entirety as follows:

"4-19-1: GENERAL REQUIREMENT:

The recipient of a license or permit issued by the Village shall obtain all approvals from all other jurisdictions required by law, statute, ordinance, regulation, or otherwise before undertaking any activity, construction, or other action authorized by the license or permit issued by the Village.

4-19-2: PENALTY:

Any recipient of a license or permit issued by the Village who undertakes any activity, construction, or other action authorized by the license or permit issued by the Village without first obtaining all approvals from all other jurisdictions required by law, statute, ordinance, regulation, or otherwise shall be liable for a fine of up to seven hundred fifty dollars. Each day a violation continues shall be considered a separate offense."

SECTION 3: That all ordinances, or parts of ordinances in conflict with this Ordinance, are hereby expressly repealed.

SECTION 4: Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 5: This Ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 22nd day of January, 2018.

Catherine Adduci, Village President

ATTEST:

Kathleen Brand-White, Village Clerk



MEMORANDUM

Date: January 22, 2018

To: Catherine Adduci, Village President
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Village Administrator's Report

Upcoming Meetings (all meetings are at Village Hall unless otherwise noted)

Thursday, January 25	2:00 pm	Meeting of the Board of Trustees of the River Forest Firefighters' Pension Fund
Thursday, January 25	4:00 pm	Meeting of the Board of Trustees of the River Forest Police Pension Fund
Thursday, January 25	5:00 pm	Joint Pension Fund Meeting
Thursday, January 25	7:00 pm	Historic Preservation Commission Meeting
Thursday, February 8	7:30 pm	Zoning Board of Appeals Meeting
Friday, February 9	7:30 am	Economic Development Commission Meeting
Monday, February 12	7:00 pm	Village Board of Trustees Meeting
Tuesday, February 13	7:00 pm	Sustainability Commission Meeting

****The River Forest Police Department is excited to announce it will be hosting the first Community Crime Prevention Meeting on Wednesday, January 24th at 4:30 pm – 6:00 pm in the River Forest Village Hall Community Room. All residents and members of the public are invited and welcome to attend. The meeting will be the first of several throughout 2018 and beyond.****

There were no new Business Licenses issued since the last meeting.

Thank you.



Village of River Forest

Village Administrator's Office

400 Park Avenue
River Forest, IL 60305
Tel: 708-366-8500

MEMORANDUM

Date: January 18, 2018

To: Eric Palm, Village Administrator

From: Lisa Scheiner, Assistant Village Administrator

Subj: Variation Request - 1431 Monroe Avenue

Issue

Carla and Mark Tomassini, owners of the property at 1431 Monroe Avenue, have submitted an application for variations from the lot coverage and floor area ratio and setback regulations pursuant to Section 10-9-5 and 10-9-7 of the River Forest Zoning Ordinance for the purpose of constructing an addition onto the existing single family home.

Analysis

At their December 20, 2017 meeting, the Zoning Board of Appeals held a public hearing and considered the attached application. Member Dombrowski made a motion to approve the requested variations but the motion failed for lack of a second. At the suggestion of the Village Attorney, the Zoning Board of Appeals reviewed the proceedings at their January 11, 2018 meeting and voted 3-1 to deny the requested variations.

Recommendation

If the Village Board of Trustees wishes to approve the requested variations, the following motions would be appropriate as the variations are divided into two separate ordinances:

- Motion to approve an Ordinance granting the requested variation to Section 10-9-5 of the Zoning Ordinance at 1431 Monroe Avenue.
- Motion to approve an Ordinance granting the requested variation to Section 10-9-7 of the Zoning Ordinance at 1431 Monroe Avenue.

Note: Section 10-5-4 of the Village Code requires that a variation which fails to receive the approval of four members of the Zoning Board of Appeals shall not be passed except by the favorable vote of two-thirds of the Board of Trustees. In other words, four affirmative votes are required to grant the requested variations.

Attachments

- Ordinances
- Findings of Fact
- Report from the Zoning Board of Appeals
- Minutes of the December 20, 2017 Zoning Board of Appeals Meeting
- Minutes of the January 11, 2018 Zoning Board of Appeals Meeting
- Variation Request Application

ORDINANCE NO. _____
**AN ORDINANCE GRANTING A VARIATION TO FLOOR AREA RATIO FOR THE
PROPERTY AT 1431 MONROE AVENUE, RIVER FOREST, ILLINOIS**

WHEREAS, petitioners Carla and Mark Tomassini (the “Petitioners”), owners of the property located at 1431 Monroe Avenue in the Village of River Forest (the “Subject Property”) requested a variance from the Village of River Forest’s lot coverage and floor area ratio regulations pursuant to Section 10-9-5 of the Village of River Forest Zoning Ordinance (the “Zoning Ordinance”) for the purpose of constructing an addition onto the existing single family home on the Subject Property, which is in the R-2 Single-Family Residential Zoning District; and

WHEREAS, the Subject Property is legally described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Application was referred to the Zoning Board of Appeals of the Village (“Board of Appeals”) and was processed in accordance with the Zoning Ordinance, as amended; and

WHEREAS, on December 20, 2017, the Board of Appeals held a public hearing on the Application pursuant to notice thereof given in the manner required by law, and, after considering all of the testimony and evidence presented at the public hearing, the Board of Appeals recommended that the Variation not be approved by a vote of 3-1, all as set forth in the Findings of Fact and Recommendation of the Board of Appeals in this matter (“Findings and Recommendation”, a copy of which is attached hereto as Exhibit B); and

WHEREAS, the President and Board of Trustees of the Village of River Forest have duly considered the Findings and Recommendations of the Board of Appeals, and all of the materials, facts and circumstances affecting the Application, and, finds that the Application satisfies the standards set forth in the Zoning Ordinance relating to the variation.

NOW, THEREFORE, BE IT ORDAINED, by the President of the Board of Trustees of the Village of River Forest, Cook County, Illinois, as follows:

SECTION 1: The foregoing recitals are incorporated here by reference as findings of the President and Board of Trustees.

SECTION 2: The President and Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Zoning Ordinance, hereby approve and adopt the Findings and Recommendation, and incorporate such findings and recommendation by reference as if fully set forth herein. The President and Board of Trustees further approve the Variation from the requirements of the Zoning Ordinance that the addition be constructed with a floor area ratio of not more than 0.0486, as depicted and set forth in the Application.

SECTION 3: Any violation of any term or condition stated in this Ordinance or of any applicable code, ordinance, or regulation of the Village shall be grounds for the immediate rescission of approvals made in this Ordinance.

SECTION 4: Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph or clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance, are to the extent of such conflict hereby repealed.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED on a roll call vote of the Board of Trustees on the 22nd day of January, 2018.

AYES:

NAYS:

ABSENT:

APPROVED by me this 22nd day of January, 2018.

Village President

APPROVED and FILED in my office this 22nd day of January, 2018, and published in pamphlet form in the Village of River Forest, Cook County, Illinois.

ATTEST:

Village Clerk

EXHIBIT A

LEGAL DESCRIPTION

LOT 5 IN BLOCK 5 IN O. C. BRAESE'S SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 15-01-208-005-0000

COMMONLY KNOW AS: 1431 MONROE AVENUE, RIVER FOREST, ILLINOIS

EXHIBIT B

FINDINGS OF FACT AND RECOMMENDATION

(ATTACHED)

ORDINANCE NO. _____
**AN ORDINANCE GRANTING A VARIATION TO SIDE YARD SETBACKS FOR THE
PROPERTY AT 1431 MONROE AVENUE, RIVER FOREST, ILLINOIS**

WHEREAS, petitioners Carla and Mark Tomassini (the “Petitioners”), owners of the property located at 1431 Monroe Avenue in the Village of River Forest (the “Subject Property”) requested a variance from the Village of River Forest’s side yard setback regulations pursuant to Section 10-9-7 of the Village of River Forest Zoning Ordinance (the “Zoning Ordinance”) for the purpose of constructing an addition onto the existing single family home on the Subject Property, which is in the R-2 Single-Family Residential Zoning District; and

WHEREAS, the Subject Property is legally described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Application was referred to the Zoning Board of Appeals of the Village (“Board of Appeals”) and was processed in accordance with the Zoning Ordinance, as amended; and

WHEREAS, on December 20, 2017, the Board of Appeals held a public hearing on the Application pursuant to notice thereof given in the manner required by law, and, after considering all of the testimony and evidence presented at the public hearing, the Board of Appeals recommended that the Variation not be approved by a vote of 3-1, all as set forth in the Findings of Fact and Recommendation of the Board of Appeals in this matter (“Findings and Recommendation”, a copy of which is attached hereto as Exhibit B); and

WHEREAS, the President and Board of Trustees of the Village of River Forest have duly considered the Findings and Recommendations of the Board of Appeals, and all of the materials, facts and circumstances affecting the Application, and, finds that the Application satisfies the standards set forth in the Zoning Ordinance relating to the variation.

NOW, THEREFORE, BE IT ORDAINED, by the President of the Board of Trustees of the Village of River Forest, Cook County, Illinois, as follows:

SECTION 1: The foregoing recitals are incorporated here by reference as findings of the President and Board of Trustees.

SECTION 2: The President and Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Zoning Ordinance, hereby approve and adopt the Findings and Recommendation, and incorporate such findings and recommendation by reference as if fully set forth herein. The President and Board of Trustees further approve the Variation from the requirements of the Zoning Ordinance that the north wall of the addition be constructed with a three foot setback, that the proposed addition will have a five foot setback from the south property line so that the combined side yard setback for the addition will be eight

feet, that the roof eave at the north side of the addition will have a setback from the side property line of two feet six inches, as depicted and set forth in the Application.

SECTION 3: Any violation of any term or condition stated in this Ordinance or of any applicable code, ordinance, or regulation of the Village shall be grounds for the immediate rescission of approvals made in this Ordinance.

SECTION 4: Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph or clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance, are to the extent of such conflict hereby repealed.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED on a roll call vote of the Board of Trustees on the 22nd day of January, 2018.

AYES:

NAYS:

ABSENT:

APPROVED by me this 22nd day of January, 2018.

Village President

APPROVED and FILED in my office this 22nd day of January, 2018, and published in pamphlet form in the Village of River Forest, Cook County, Illinois.

ATTEST:

Village Clerk

EXHIBIT A

LEGAL DESCRIPTION

LOT 5 IN BLOCK 5 IN O. C. BRAESE'S SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 15-01-208-005-0000

COMMONLY KNOW AS: 1431 MONROE AVENUE, RIVER FOREST, ILLINOIS

EXHIBIT B

FINDINGS OF FACT AND RECOMMENDATION

(ATTACHED)

**VILLAGE OF RIVER FOREST ZONING BOAR OF APPEALS FINDINGS OF FACT
AND RECOMMENDATION REGARDING VARIATIONS AT 1431 MONROE AVENUE**

WHEREAS, petitioners Carla and Mark Tomassini (the “Petitioner”), owners of the property located at 1431 Monroe Avenue in the Village of River Forest (the “Subject Property”) requested a variance from the Village of River Forest’s lot coverage and floor area ratio and setback regulations pursuant to Sections 10-9-5 and 10-9-7 of the Village of River Forest Zoning Ordinance (the “Zoning Ordinance”) for the purpose of constructing an addition onto the existing home; and

WHEREAS, the Village of River Forest Zoning Board of Appeals (the “Board”) held a public hearing on December 20, 2017, as required by Section 10-5-4(F) of the Zoning Ordinance; at which all persons present and wishing to speak were given an opportunity to be heard and all evidence that was tendered was received and considered by the Board; and

WHEREAS, public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing in the *Wednesday Journal*, a newspaper of general circulation in the Village, there being no newspaper published in the Village. In addition, notice was mailed to surrounding property owners; and

WHEREAS, at the December 20, 2017 public hearing, the Petitioner provided information and testimony regarding the requested variations, testifying that there is flooding in the rear yard of the property which has been caused by the increased height of the grade on surrounding properties, creating a low spot where water collects and limits options for expansion of the home; and

WHEREAS, the Board, having considered the criteria set forth in Section 10-5-4 of the Zoning Ordinance, Member Dombrowski made a motion to approve the requested variations but the motion failed for lack of a Second.

WHEREAS, at the meeting of January 11, 2018, the Board, having considered the criteria set forth in Section 10-5-4 of the Zoning Ordinance, Member Ruehle made a motion that the variations requested should not be approved, which was seconded by Member O’Brien. The motion passed by a vote of 3 to 1, that the recommendation of the Zoning Board of Appeals to the Village Board of Trustees that variations requested for 1431 Monroe Avenue should not be approved.

NOW, THEREFORE, the Board makes the following findings of fact and recommendations pursuant to Section 10-5-4(F) of the Zoning Ordinance based upon the evidence presented at the public hearing held on December 20, 2017:

FINDINGS OF FACT

Standard 1. The physical surroundings shape or topographical conditions of the specific property involved will bring a specific hardship upon the owner as distinguished from an inconvenience if the strict letter of the regulations were to be carried out.

Finding: The majority of the Board finds no evidence of a specific hardship based on the unique physical characteristics of the site was presented by the applicant.

The minority of the Board finds evidence of a specific hardship based on the unique physical characteristics of the site was presented by the applicant

Standard 2. The aforesaid unique physical condition did not result from any action of any person having an interest in the property, but was created by natural forces or was the result of governmental action, other than the adoption of this Zoning Title, for which no compensation was paid.

Finding: The majority of the Board finds no evidence of a specific hardship based on the unique physical characteristics of the site was presented by the applicant.

The minority of the Board finds evidence of a specific hardship based on the unique physical characteristics of the site was presented by the applicant.

Standard 3. The conditions upon which the petition for variation is based may not be applicable generally to other property within the same zoning classification.

Finding: The majority of the Board finds that the conditions of the Subject Property upon which the petition for Variation is based may be generally applicable to other property within the same zoning classification.

The minority of the Board finds that the conditions of the Subject Property upon which the petition for Variation is based may not be generally applicable to other property within the same zoning classification.

Standard 4. The purpose of the variation is not based predominantly upon a desire for economic gain.

Finding: The Board finds that this standard has been met.

Standard 5. The granting of the variation shall not be detrimental to the public welfare or unduly injurious to the enjoyment, use, or development value of other property or improvements in the neighborhood in which the property is located.

Finding: The Board finds that this standard has been met.

Standard 6. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood.

Finding: The Board finds that the project will not impair an adequate supply of light and air to the adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, and that this standard has been met.

Standard 7. That the granting of the variation will not unduly tax public utilities and facilities in the area.

Finding: The Board finds that this standard has been met.

Standard 8. That there is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.

Finding: The majority of the Board finds that there may be other means than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property and that this standard has not been met.

The minority of the Board finds that there are no other means than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property and that this standard has been met.

RECOMMENDATION

The Board, by making a motion to not approve the requested variations and passing that motion by a vote of 3 to 1, hereby recommends that the Village President and Board of Trustees deny the requested Variations on the Subject Property.

Frank Martin
Chairman



REPORT FROM THE ZONING BOARD OF APPEALS

Recommendation: The Zoning Board of Appeals recommends not granting variations to the lot coverage and floor area ratio and setback regulations pursuant to Sections 10-9-5 and 10-9-7 to allow construction of an addition to the existing single family resident.

Property: 1401 Monroe Avenue

Zoning District: R-2 Single Family Detached Residential District

Applicant: Carla and Mark Tomassini

Nature of Application: The applicants are requesting variations so that the existing one-story north wall of the building which maintains a non-conforming side yard setback of three feet may be demolished and replaced with a new two-story wall at the same non-conforming setback. The proposed addition will have a 5'-0" setback from the south property line, so that the combined side yard setback for the addition will only be 8'-0". Note that the setback of the existing house at the south side of the building is 3.15 feet (slightly less than 3'-2"). The overall combined side yard setback is 6.15 feet, which will be reproduced by the proposed addition. The setback of roof eaves from the side property line is required to be 3'-0". The proposed roof overhang of 6 inches will result in a setback of 2'-6" to the roof eave at the north side of the addition.

Also, the proposed addition to the home increases the floor area ratio to 0.486 of lot area, which is greater than the 0.4 allowed.

Ordinance Provisions: Section 10-9-5: Lot coverage and floor area ratio regulations of the R1 district contained in section 10-8-5 of this title shall apply.

Section 10-8-5: In the R1 district, no building with its accessory buildings or structures shall occupy (cover) more than thirty percent of a lot and the maximum floor area ratio shall not exceed 0.4 for lots less than twenty thousand square feet in area and 0.35 for lots twenty thousand square feet or greater (the resulting maximum gross floor area for lots twenty thousand square feet or greater shall not be less than eight thousand square feet). An accessory building may occupy not more than thirty percent of a rear yard.

Section 10-9-7: The setback regulations of the R1 district contained in section 10-8-7 of this title shall apply.

Section 10-8-7(C): The required minimum side yard setback shall be ten percent of the lot width or five feet, whichever is greater, and the minimum required combined side

yard setback shall be twenty five percent of the lot width, or ten feet, whichever is greater as measured to the exterior wall of the structure.

Exceptions:

- a. Eaves: The eaves of a structure shall be required to maintain a minimum three foot side yard setback.

Analysis of Request:

Ordinance	Requirement	Current	Allowed	Proposed
10-8-5, Floor Area Ratio	0.4 of Lot area (3,763 s.f.)	2,988.37 s.f. (31.77%)	3,762.80 s.f. (40%)	0.486 of Lot area (4,570 s.f.)
10-8-7(C)(1), Side Yard Setback	10% of the lot width or 5', whichever is greater	3'	5'	3'
10-8-7(C)(1), Combined Side Yard Setback	The minimum required combined side yard setback shall be 25% of the lot width, or 10', whichever is greater as measured to the exterior wall of the structure	6.15'	12.5'	8'
10-8-7(C)(2)(a), Side Yard Setback, Roof Eave	The eaves of the structure shall be required to maintain a minimum 3' side yard setback	2.5'	3'	2.5'

Hearing Date: December 20, 2017

Date of Application: November 5, 2017

Zoning Board Vote: 3-1 in favor of not recommending the requested variations

Chairman Frank Martin	Yes
David Berni	Not Present
Gerry Dombrowski	No
Charles Lucchese	Abstained
Tagger O'Brien	Yes
Michael Ruehle	Yes
Robert Swindal	Not Present

Documents Attached: Minutes of the December 20, 2017 Zoning Board of Appeals hearing
Minutes of the January 11, 2018 Zoning Board of Appeals meeting
Application Packet for the December 20, 2017 Hearing

Report Prepared by: Clifford Radatz, Building Official

Requested Action: Motion to consider an Ordinance granting the requested variation to Section 10-9-5 of the Zoning Ordinance at 1431 Monroe Avenue.

Motion to consider an Ordinance granting the requested variation to Section 10-9-7 of the Zoning Ordinance at 1431 Monroe Avenue.

Note: Section 10-5-4 of the Village Code requires that a variation which fails to receive the approval of four members of the Zoning Board of Appeals shall not be passed except by the favorable vote of two-thirds of the Board of Trustees. In other words, four affirmative votes are required to grant the requested variations.

**VILLAGE OF RIVER FOREST
ZONING BOARD OF APPEALS
MEETING OF DECEMBER 20, 2017**

A meeting of the Village of River Forest Zoning Board of Appeals was held at 7:30 p.m. on Wednesday, December 20, 2017 in the Community Room of the River Forest Village Hall, 400 Park Avenue, River Forest, Illinois.

I. CALL TO ORDER

The meeting was called to order at 7:30 p.m. Upon roll call, the following persons were:

Present: Gerry Dombrowski, Tagger O'Brien, Michael Ruehle, Chairman Frank Martin.

Absent: David Berni, Charles Lucchese, Robert Swindal

Also Present: Lisa Scheiner, Assistant Village Administrator, Clifford Radatz, Secretary

Secretary Radatz administered the oath.

II. VARIATION REQUEST – 1431 MONROE AVENUE.

Mark Tomassini, owner of 1431 Monroe Avenue, introduced the project. He stated the variations were being requested so that the house could be improved while minimizing the increase in the footprint of the building since there is flooding problem in the rear yard. Many of the nearby homes have been previously improved by expanding into the rear yard, and by adding berms in the rear yards, which has resulted in pooling water in the rear yards.

Mr. Tomassini indicated that the features of the proposed construction include a deep basement, sump pumps, and a back-up generator. He stated that he has discussed the proposed plans with his neighbors and he thinks that the neighbors believe that his project will improve the value of their properties also.

Mr. Tomassini indicated that the height of the roof line will remain the same so that there will be no effect on the neighbors' light and air.

Mr. Tomassini noted that the height of the building above the existing garage will increase. While he acknowledged that the garage does not comply with the current standard for the side yard setback, he posits that his house pre-dates the construction of the other houses in the area, and predates the Zoning ordinance. He continued that the project adds space by going up rather than out by adding second floor space above the garage. Additionally, they are utilizing the roof line to create an attic space. He acknowledged that the added space in the attic is main reason why the project exceeds the requirement for Floor Area Ratio.

Mr. Tomassini noted that he and his family have been residents of River Forest for 13 years and that they intend to remain here for the foreseeable future. He thinks the proposed additions will improve the area. He notes that other houses on the block have had substantial improvements.

Board Member Ruehle commented that the excess Floor Area was due primarily to the improved attic space. Kimberly Smith, architect for the project, acknowledged that by maintaining the pitch and height of the roof, along with the style of the house, the attic becomes very tall, resulting in the added floor space. Mr. Ruehle calculated that the requested variance for floor area was for an increase of 21% over the allowable, and without the Attic space, the FAR would only be 8% over the allowable. Ms. Smith commented that to change the pitch of the roof on the rear of the house would look odd. A discussion about the diverse aims of zoning and architecture ensued. Mr. Ruehle suggested that desired roof pitch could be started lower on the wall, resulting in less floor area in the Attic.

Mr. Ruehle addressed the non-conforming setback at the wall of the existing garage. He noted that the increase in the height creates a visual barrier, almost like a row house. Mr. Ruehle noted that by the ordinance, the increase in height is not permitted for an existing non-conforming wall which is to be retained, but the existing garage is shown to be demolished and a two story addition is to be added in its place. He noted that taken together, he finds the requests for variations for setback and FAR to be problematic.

Mr. Ruehle and Ms. Smith discussed alternatives for changing the shape of the addition for the purpose of reducing the excess FAR and debated the merits of those changes.

Mr. Tomassini noted that the changes needed to bring the project into compliance with zoning would require relocating the garage into the rear yard, which is likely to increase the height of the grades and add impervious surface, exacerbating the problems with flooding in the rear yard. He noted that other options are limited.

Chairman Martin made reference to a chain of emails which were included in the packet, noting that the e-mails were about 4 years old. He asked the applicant if the conditions cited in the e-mails still existed. Mr. Tomassini stated that they did, if not being worse. Chairman Martin stated that he was having trouble correlating the request for a variance for FAR with the flooding condition in the rear yard. Chairman Martin restated that the Zoning Board must find that a unique hardship exists on the property in order to justify a recommendation to the Village Board to approve the requested Variations.

Chairman Martin asked Secretary Radatz if there were any provisions in the Zoning ordinance for an FAR greater than 0.40 in the single family residential district. Secretary Radatz responded that the R1 and R2 districts are limited to an FAR of 0.40.

Mr. Tomassini stated that the hardship is the location of the garage. Relocating the garage, as permitted by Zoning, to the rear yard increases the flooding in the rear yard which negatively impacts the neighbors.

Board Member O'Brien asked what the height of the building and addition are. Mr. Tomassini stated that it is 34 feet, as noted on the drawings. Architect Smith noted that the slope of the new roof continues the slope of the existing roof, resulting in a ridge that is 3 feet higher than the existing. Further she noted that the new roof is setback far from the street, starting 51 feet behind the front of the house.

Mr. Ruehle noted a conflict of goals. The design of the addition seeks to take advantage of the existing non-conforming setback and the style of the building, resulting in an excess of floor area.

Chairman Martin closed the public portion of the meeting.

Board Member Dombrowski stated that found that the submitted plan was a reasonable plan, that it considers the needs of the neighbors. He also found that the height and the look of the proposed addition were important.

Board Member O'Brien indicated that she was struggling with the size, and was having difficulty with the additions onto a "grand-fathered" setback situation.

Mr. Dombrowski made a motion to approve the variation requested for 1431 Monroe Avenue. The motion to approve the variations failed for the lack of a second. Chairman Martin noted that the recommendation of the Zoning Board of Appeals was that the variations requested for 1431 Monroe Avenue should not be approved based on the failure of the motion.

III. ADJOURNMENT

It was moved and seconded to adjourn.

Ayes: Dombrowski; Ruehle; O'Brien; Chairman Martin.
Nays: None.
Motion passed.

Respectfully Submitted:

Clifford Radatz, Secretary

Franklin Martin, Chairman
Zoning Board of Appeals

Date: _____

**VILLAGE OF RIVER FOREST
ZONING BOARD OF APPEALS
MEETING OF January 11, 2018**

A meeting of the Zoning Board of Appeals of the Village of River Forest was held on Thursday, January 11, 2018 at 7:30 P.M. in the Community Room of the River Forest Village Hall, 400 Park Avenue, River Forest, Illinois.

I. CALL TO ORDER

Present: Chairman Frank Martin, Gerry Dombrowski, Charles Lucchese, Tagger O'Brien, and Michael Ruehle

Not Present: David Berni, and Robert Swindal

Also Present: Lisa Scheiner, Assistant Village Administrator, and Clifford Radatz, Secretary

II. RECOMMENDATION ON VARIATIONS REQUESTED FOR 1431 MONROE AVENUE

Chairman Frank Martin reviewed the proceedings of the previous Zoning Board meeting on December 20, 2017, recounting that a motion had been made to approve the requested variations for 1431 Monroe Avenue, and that the motion had failed for lack of a second. Based on previous practice, the Chairman noted at that time that the failure of the motion would be sufficient to convey to the Village Board that the recommendation of the Zoning Board was that the requested variations should not be approved. Subsequently, the Village Attorney's expressed his opinion that it is preferable for the Village that a motion is made and passed by the Zoning Board of Appeals when making their recommendation to the Village Board. In consideration of the Village Attorney's judgement and noting that the Board Members who were at the December 20th meeting were in attendance, Chairman Martin requested that a motion be made concerning the variations requested for 1431 Monroe Avenue.

Board Member Ruehle made a motion NOT to approve the variations requested for 1431 Monroe Avenue. Board Member O'Brien seconded the motion.

Ayes: O'Brien, Ruehle, and Martin

Nays: Dombrowski

Abstained: Lucchese

Motion Passed. The recommendation of the Zoning Board of Appeals to the Village Board of Trustees is that the variations requested for 1431 Monroe Avenue should not be approved.

DRAFT

III. APPROVAL OF MINUTES FROM THE MEETING OF THE ZONING BOARD OF APPEALS ON DECEMBER 20, 2017

The minutes of the December 20, 2017 meeting were reviewed.

Board Member O'Brien moved to approve the minutes of the December 20, 2017 Zoning Board of Appeals Meeting, subject to Chairman Martin's review of any minor corrections needed to reflect the actions taken during the current meeting. Board Member Ruehle seconded the motion.

Ayes: Dombrowski, Lucchese, O'Brien, Ruehle, and Martin

Nays: None

Motion Passed.

IV. APPROVAL OF THE FINDINGS OF FACT FOR 1431 MONROE AVENUE

The draft of the Findings of Fact in regard to the Application for Zoning Variation for 1431 Monroe Avenue was reviewed.

Board Member O'Brien moved to approve the Findings of Fact subject to Chairman Martin's review of any minor corrections needed to reflect the actions taken during the current meeting. Board Member Lucchese seconded the motion.

Ayes: Dombrowski, Lucchese, O'Brien, Ruehle, and Martin Nays: None

Motion Passed.

V. ADJOURNMENT

Board member Lucchese made a motion to adjourn; the motion was seconded by Board Member Ruehle. The motion passed unanimously, and the meeting was adjourned at 7:40 p.m.

Respectfully Submitted:

Clifford Radatz, Secretary

Franklin Martin, Chairman
Zoning Board of Appeals

Date: _____

DRAFT



MEMORANDUM

DATE: December 15, 2017

TO: Zoning Board of Appeals

FROM: Clifford E. Radatz *CER*
Building Official

SUBJECT: Variation Request – 1431 Monroe Avenue

Carla and Mark Tomassini, owners of the property at 1431 Monroe Avenue, have submitted the attached application for variations to the floor area regulations (Section 10-9-5), and the side yard setback regulations (Section 10-9-7) of the Zoning Code. The applicants propose to construct an addition onto the existing home.

Section 10-9-5 of the Zoning Code requires that the floor area ratio not to exceed 0.40. The applicant is requesting to construct a new single family residence with a floor area ratio of 0.486.

Section 10-9-7 of the Zoning Code requires a minimum side yard setback of ten percent of the lot width or five feet, whichever is greater, and the minimum required combined side yard setback to be twenty five percent of the lot width, or ten feet, whichever is greater as measured to the exterior wall of the structure. For the 50 foot wide lot, the minimum required setback at each side is 5'-0", and the combined side yard setback should be a total of 12'-6".

The applicants are requesting variations so that the existing one-story north wall of the building, which maintains a non-conforming side yard setback of 3'-0", may be demolished and replaced with a new two-story wall at the same non-conforming setback.

The proposed addition will have a 5'-0" setback from the south property line, so that the combined side yard setback for the addition will only be 8'-0". Note that the setback of the existing house at the south side of the building is 3.15 feet (slightly less than 3'-2"). The overall combined side yard setback is 6.15 feet, which will be reproduced by the proposed addition.

The setback of roof eaves from the side property line is required to be 3'-0". The proposed roof overhang of 6 inches will result in a setback of 2'-6" to the roof eave at the north side of the addition.

If the Zoning Board wishes to recommend the approval of these variations to the Village Board of Trustees, the following motion should be made: Motion to recommend to the Village Board of Trustees the approval of the variations to Sections 10-9-5 and 10-9-7 of the Zoning Code at 1431 Monroe Avenue.

If you have any questions regarding this application, please do not hesitate to call me.

APPLICATION FOR ZONING VARIATION
Village of River Forest Zoning Board of Appeals

Address of Subject Property: 1431 Monroe Avenue River Forest, IL 60305

Applicant: Carla and Mark Tomassini

Name

1431 Monroe Avenue River Forest, IL 60305

Address

312-560-5699

Phone (Daytime)

312-896-5725

Fax

home@cjrmat.com

E-Mail

Owner

Relationship of Applicant to Property (owner, contract purchaser, legal counsel, etc.)

Architect/Contractor: Kim Smith

Name

811 North East Avenue Oak Park, IL 60302

Address

773-934-9124

Phone (Daytime)

Fax

ksmith@smith-arch.com

E-Mail

Date of Application: 10/25/2017

Application requirements: Attached you will find an outline of the other application requirements. Please read the attached carefully, the applicant will be responsible for submitting all of the required information.

Also attached for your information are the Zoning Board of Appeals "Rules of Procedure" for their public hearings.

Application Deadline: A complete variation application must be submitted no later than the 15th day of the month in order to be heard by the Zoning Board of Appeals in the following month. The Zoning Board of Appeals meets on the second Thursday of each month.

SIGNATURES:

The undersigned hereby represent for the purpose of inducing the Village of River Forest to take the action herein requested, that all statements herein and on all related attachments are true and that all work herein mentioned will be done in accordance with the ordinances of the Village of River Forest and the laws of the State of Illinois.

Owner: Mark A. Tomassini Date: 11/5/2017

Applicant (if other than Owner): _____ Date: _____

Application Fee: A non-refundable fee of \$650.00 must accompany every application for variation. Checks should be made out to the Village of River Forest.

APPLICATION FOR ZONING VARIATION

Address of Subject Property: 1431 Monroe Avenue Date of Application: 10/25/2017

Summary of Requested Variation(s):

Applicable Code Section (Title, Chapter, Section) <i>Example:</i> 10-8-5, lot coverage	Code Requirement(s) <i>Example:</i> no more than 30% of a lot	Proposed Variation(s) <i>Example:</i> 33.8% of the lot (detailed calculations on a separate sheet are required)
10-8-5, Floor Area Ratio	0.4 of Lot Area (3,763 s.f.)	0.486 of Lot Area (4,570 s.f.)
10-8-7-C-1 Side Yard Setback	ten percent of the lot width or five feet, whichever is greater, ... 5'-0"	3'-0"
10-8-7-C-2-a Side Yard Setback, roof eave	The eaves of a structure shall be required to maintain a minimum three foot side yard setback.	2'-6"
10-8-7-C-1 Combined Side Yard Setback	the minimum required combined side yard setback shall be twenty five percent of the lot width, or ten feet, whichever is greater as measured to the exterior wall of the structure. 12'-6"	8'-0"

THE APPLICANT IS REQUIRED TO SUBMIT DETAILED LONG HAND CALCULATIONS AND MEASUREMENTS FOR ALL APPLICABLE ZONING PROVISIONS. APPLICATIONS WILL NOT BE CONSIDERED COMPLETE WITHOUT THESE CALCULATIONS AND MEASUREMENTS.

**Zoning Application
Tomassini Residence
1431 Monroe Avenue**

Description of the Project

The home improvement project includes enhancing the living space without having a significant impact on the house's original footprint. The current plans remain below the allow site coverage by approximately 500 feet or 5%. We would like to avoid changing the footprint of the house and garage due to flooding concerns in the area and specifically the pooling of water in our backyard (See attached pictures).

We have lived in the house since moving to River Forest in 2004. We plan on remaining in the house after the improvements are completed. We believe that our renovation will positively increase the value of the area.

There has been significant flooding in the area in recent years. In May 2013, there was an exchange relating to significant backyard flooding of the 1400 block of Monroe and William. E-mail messages were exchanged with Phil Cotter at the Village, E-mail message string attached. There is a significant accumulation of rainwater due to the building of patios and higher grading in the backyards on the block has led to that does not allow the nature drainage on the block. This limitation is the basis of our decision that has limited the design options.

The 1400 blocks of Monroe and William are low points in River Forest. Please note pages 21-23 on the attached presentation from the Village's Proposed Sewer Improvement Project dated April 29, 2013.

We have also attached letters of approval from our immediate neighbors:

1. North neighbor – 1435 Monroe (Shelstad family)
2. South neighbor – 1427 Monroe (Drury family)



• BOUNDARY • TOPOGRAPHICAL • SUBDIVISIONS • ALTA/ACSM • CONDOMINIUMS • SITE PLANS • CONSTRUCTION • FEMA CERTIFICATES •

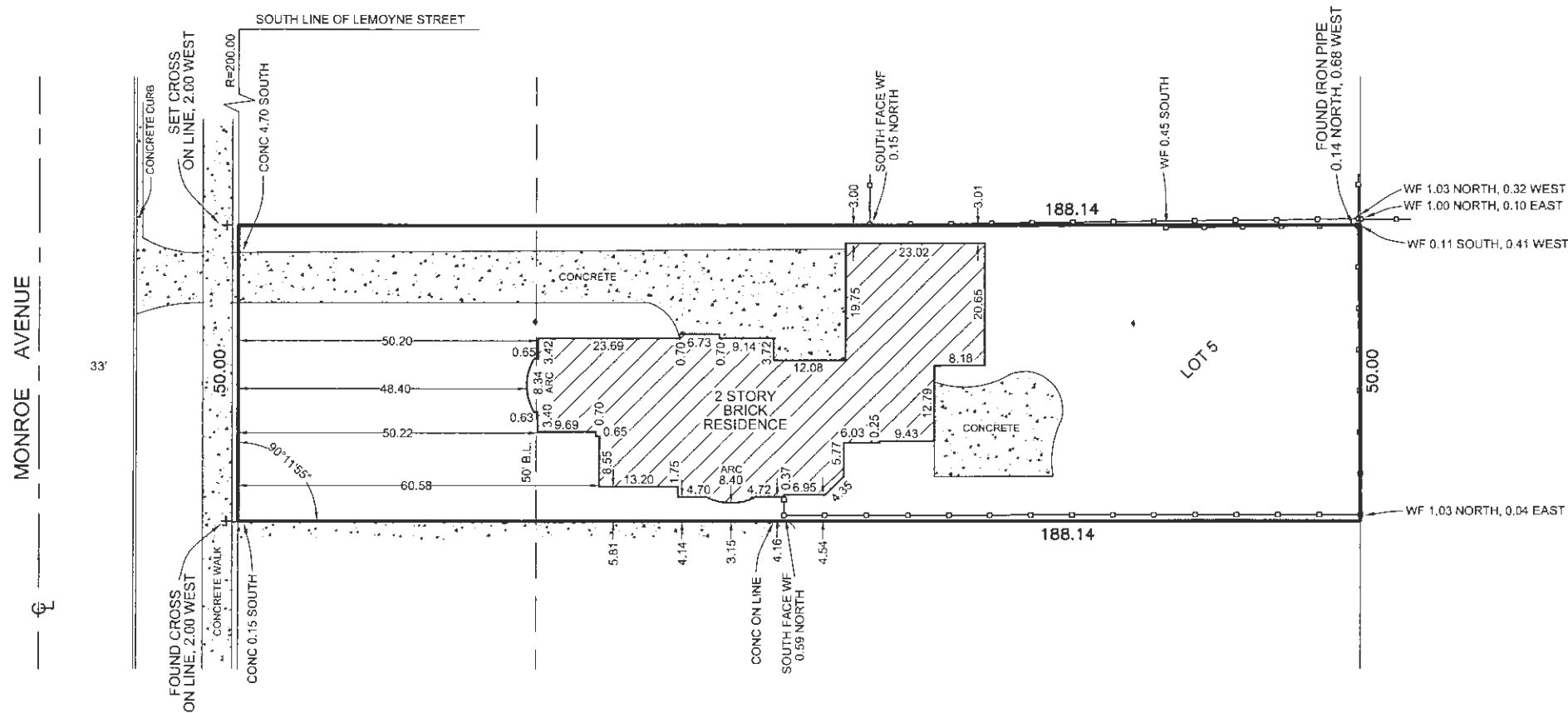
SCHOMIG LAND SURVEYORS, LTD.

PLAT OF SURVEY

909 EAST 31ST STREET
LA GRANGE PARK, ILLINOIS 60526
SCHOMIG-SURVEY@SBCGLOBAL.NET
WWW.LAND-SURVEY-NOW.COM
PHONE: 708-352-1452
FAX: 708-352-1454

LOT 5 IN BLOCK 5 IN O. C. BRAESE'S SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 1,
TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 1431 MONROE AVENUE, RIVER FOREST.



THE CUSTOMER LISTED BELOW PROVIDED THE LEGAL DESCRIPTION SHOWN HEREON. WE DO NOT GUARANTEE THAT THIS IS THE CORRECT LEGAL DESCRIPTION FOR THE TRANSACTION INTENDED.

IMPORTANT: COMPARE LEGAL DESCRIPTION TO DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY FOR CLARIFICATION OR CORRECTION IMMEDIATELY. UNLESS OTHERWISE NOTED, THIS PLAT DOES NOT SHOW BUILDING LINES OR OTHER RESTRICTIONS ESTABLISHED BY LOCAL ORDINANCES.

DO NOT SCALE DIMENSIONS FROM THIS PLAT; THE LOCATION OF SOME FEATURES MAY BE EXAGGERATED FOR CLARITY. NO EXTRAPOLATIONS MAY BE MADE FROM THE INFORMATION SHOWN WITHOUT THE WRITTEN PERMISSION OF SCHOMIG LAND SURVEYORS LTD. ONLY PLATS WITH AN EMBOSSED SEAL ARE OFFICIAL DOCUMENTS. FIELD WORK WAS COMPLETED PER SURVEY DATE LISTED BELOW. © COPYRIGHT, ALL RIGHTS RESERVED.

SURVEY DATE: AUGUST 10, 2004.

BUILDING LOCATED: AUGUST 10, 2004.

ORDERED BY: MARK A. TOMASSINI

PLAT NUMBER: 041833

SCALE: 1" = 20'

LEGEND

- M. = MEASURED DIMENSION
- R. = RECORDED DIMENSION
- B.L. = BUILDING LINE
- P.U.E. = PUBLIC UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- CL = CENTER LINE
- W.F. = WOOD FENCE
- C.L.F. = CHAIN LINK FENCE
- I.F. = IRON FENCE
- V.F. = VINYL FENCE



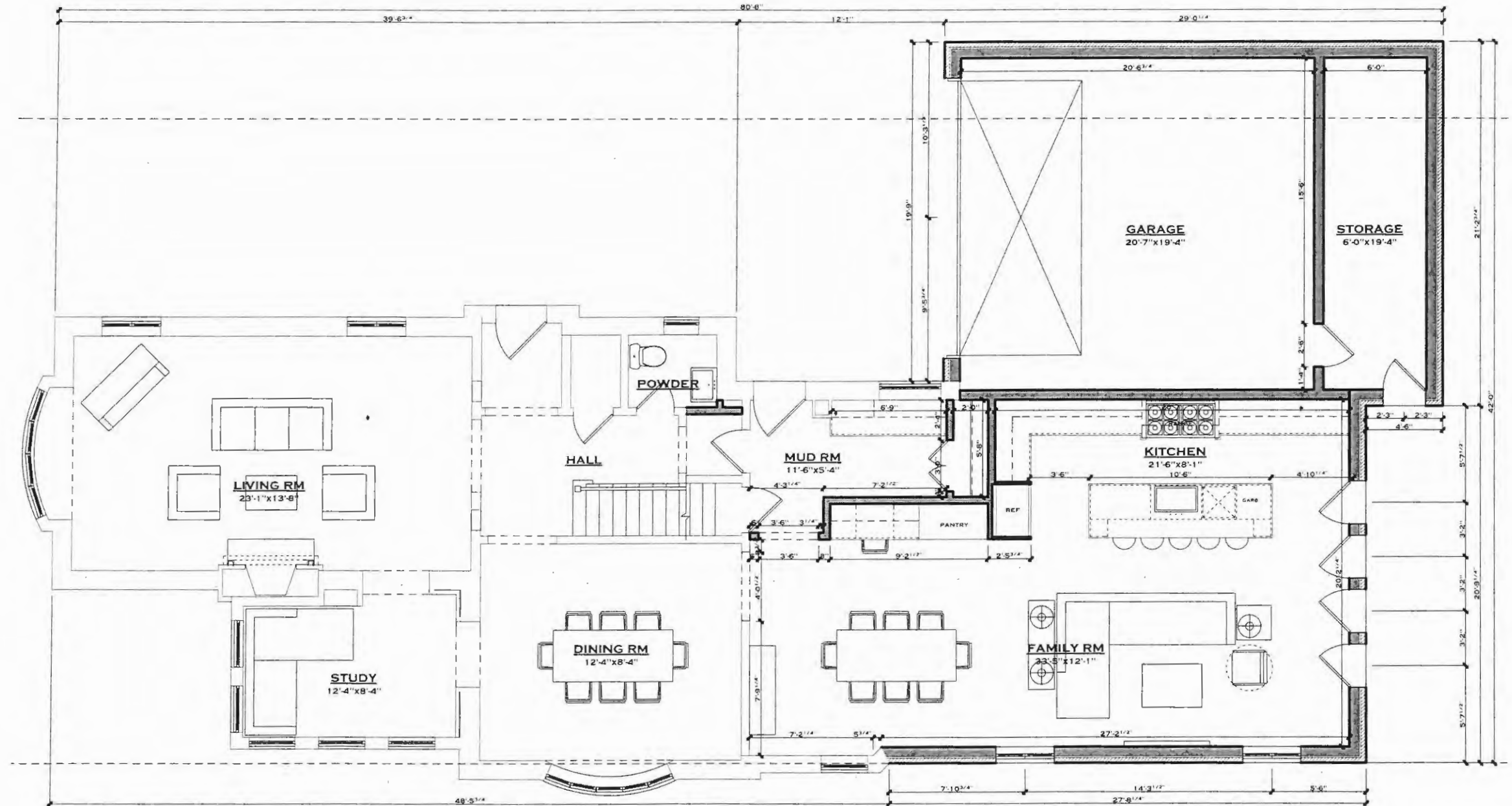
STATE OF ILLINOIS) ss.
COUNTY OF COOK)

WE, SCHOMIG LAND SURVEYORS, LTD. AS AN ILLINOIS PROFESSIONAL DESIGN FIRM, LAND SURVEYOR CORPORATION, DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED HEREON.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS. THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ARE ASSUMED AND SHOWN TO INDICATE ANGULAR RELATIONSHIP OF LOT LINES.

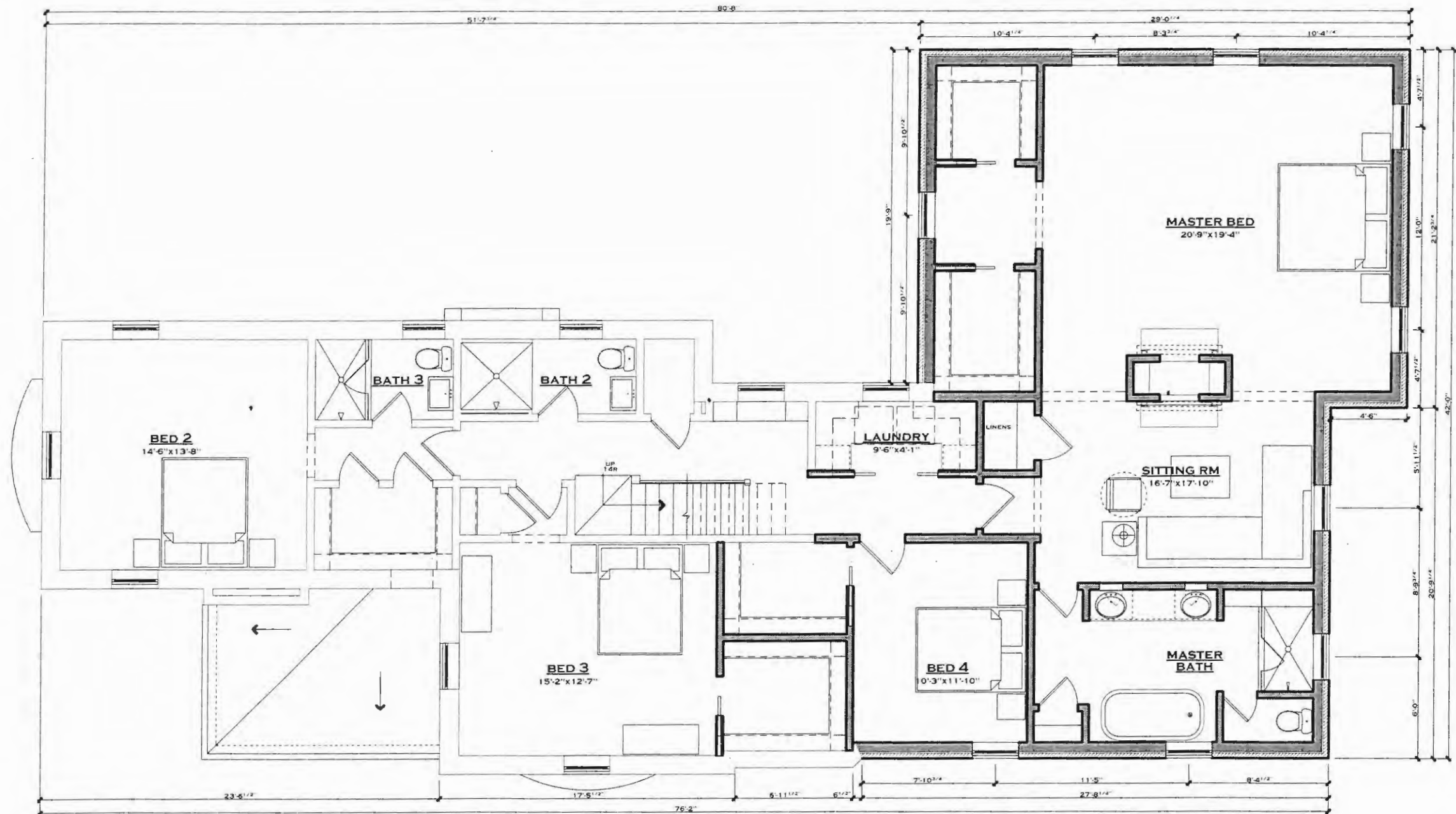
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

BY: Russell W. Schomig
PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446



A SMITH ARCHITECTURE
 ARCHITECTURE ADDITION HISTORIC PRESERVATION RENOVATION
 NEW CONSTRUCTION GRAPHIC DESIGN

811 NORTHEAST AVENUE, OAK PARK, IL 60302
 773.934.9124 KSMITH@SMITH-ARCH.COM



2ND FLR PLAN D

3/16" = 1'-0"

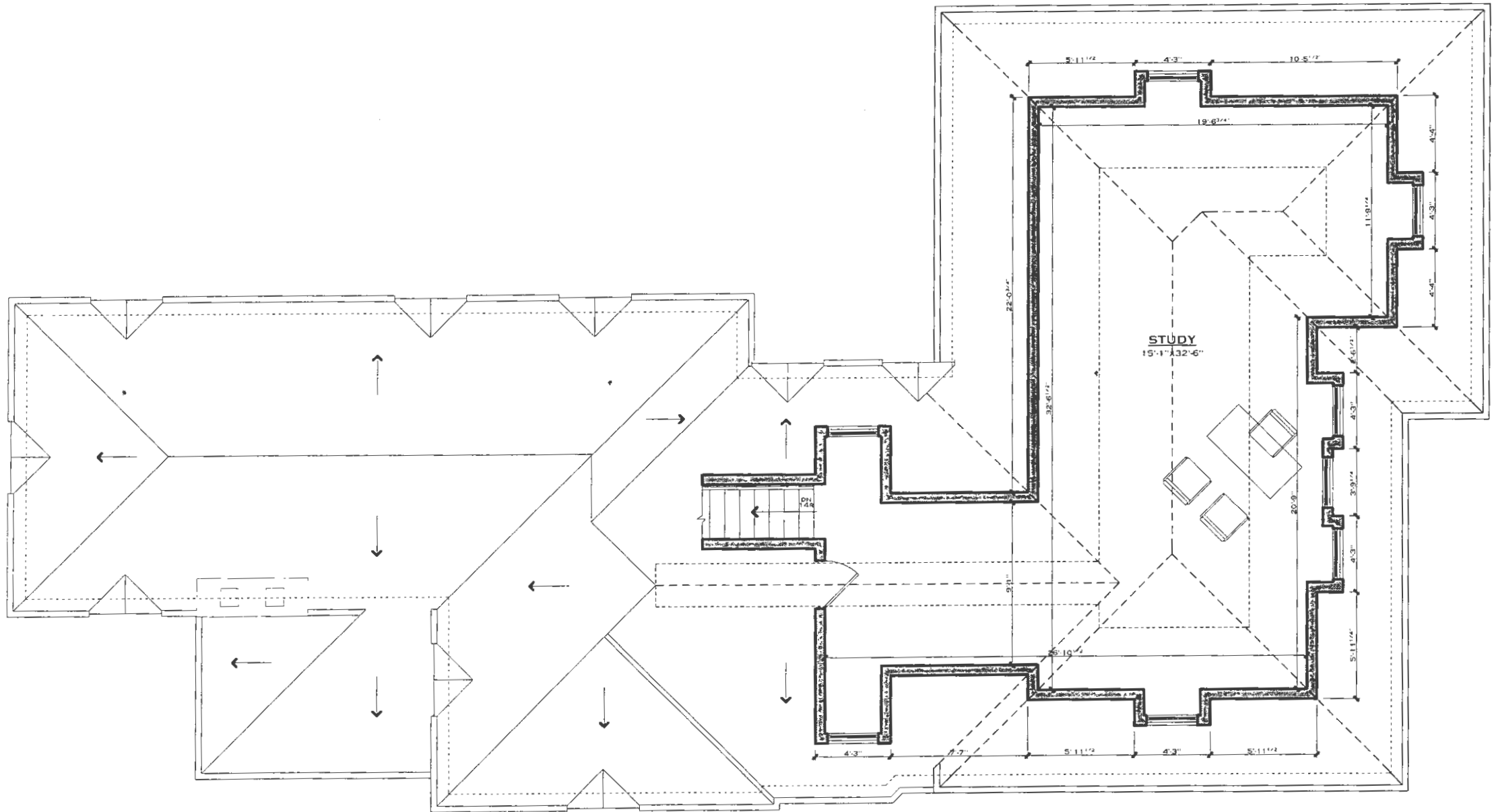
2204 S.F.

TOMASSINI RESIDENCE
1431 MONROE
RIVER FOREST, IL 60305



A SMITH ARCHITECTURE
ARCHITECTURE ADDITION HISTORIC PRESERVATION NEW CONSTRUCTION RENOVATION GRAPHIC DESIGN

811 NORTH EAST AVENUE, OAK PARK, IL 60302
773.934.9124 KSMITH@SMITH-ARCH.COM



3RD FLR PLAN D

3/16"=1'-0"

296 S.F. AT 7' OR HIGHER

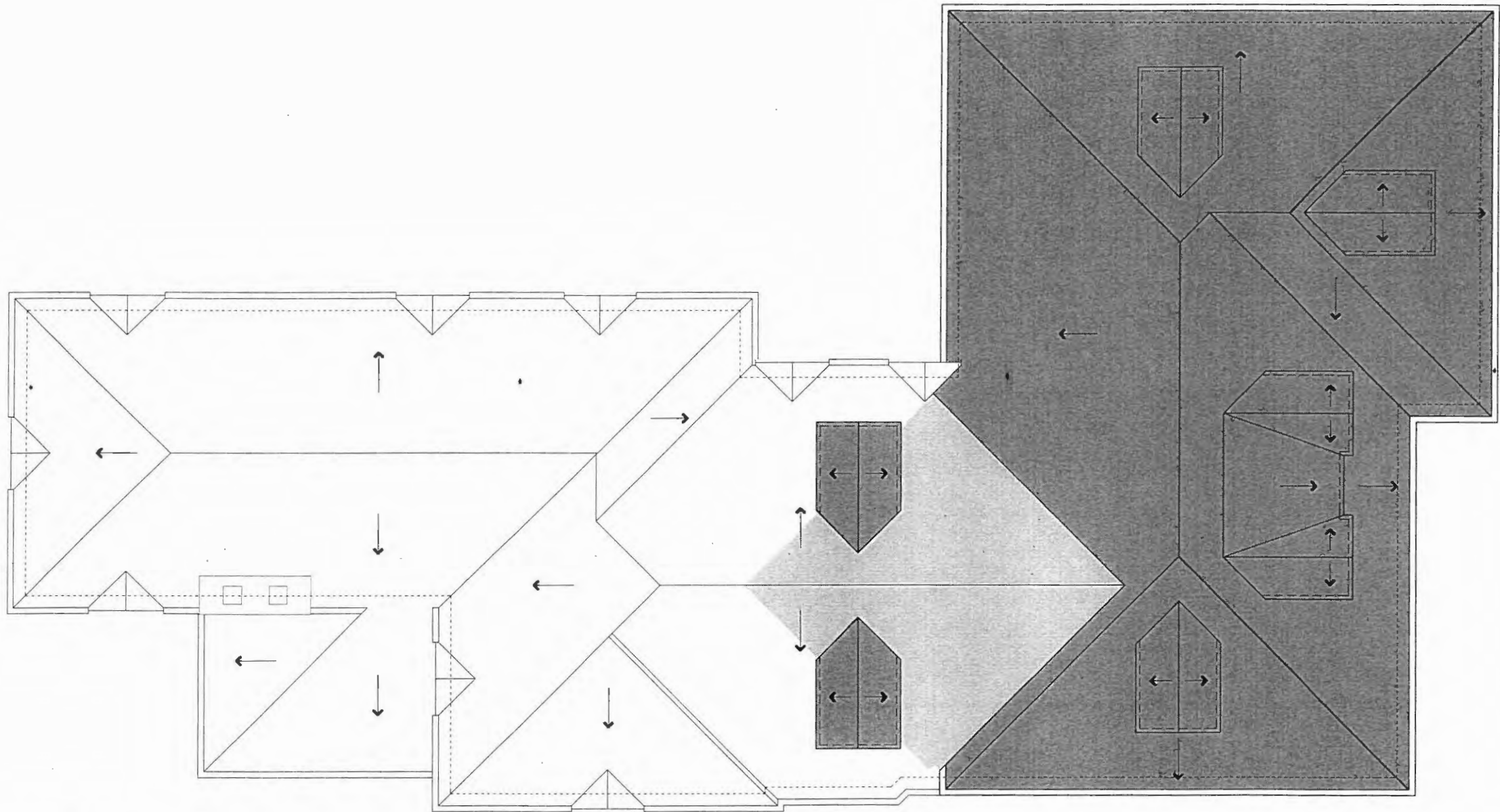
TOMASSINI RESIDENCE
1431 MONROE
RIVER FOREST, IL 60305



A S M I T H A R C H I T E C T U R E

ARCHITECTURE ADDITION HISTORIC PRESERVATION NEW CONSTRUCTION RENOVATION GRAPHIC DESIGN

811 NORTH EAST AVENUE. OAK PARK, IL 60302
773.934.9124 KSMITH@SMITH-ARCH.COM



ROOF PLAN D

3/16"=1'-0"

TOMASSINI RESIDENCE
1431 MONROE
RIVER FOREST, IL 60305



SMITH ARCHITECTURE
ARCHITECTURE ADDITION HISTORIC PRESERVATION RENOVATION
NEW CONSTRUCTION GRAPHIC DESIGN
811 NORTH EAST AVENUE, OAK PARK, IL 60302
773.934.9124 KSMITH@SMITH-ARCH.COM



WEST ELEVATION
1/8"=1'-0"



SOUTH ELEVATION
1/8"=1'-0"

TOMASSINI RESIDENCE
1431 MONROE
RIVER FOREST, IL 60305



A SMITH

ARCHITECTURE
R ADDITION
C
H

SMITH ARCHITECTURE
HISTORIC PRESERVATION
NEW CONSTRUCTION
RENOVATION
GRAPHIC DESIGN

811 NORTH EAST AVENUE
773.934.9124
OAK PARK, IL 60302
KSMITH@SMITH-ARCH.COM

Zoning Review Checklist

Address: 1431 Monroe Avenue

Date of Review: 11/7/2017

Date of Submission: 11/6/2017

Contact:

Telephone #:

Zoning District:

R2

Use:

Addition to a Single Family Residence

Permitted Use

Lot Area

Lot Width

Lot Depth

Lot Area

50.00

188.14

9407.00

Lot Coverage

30% allowed for the R2 District

Allowed

Existing

Proposed

2822.10

1873.39

2300.22



19.91%

24.45%

Floor Area Ratio

40% allowed for the R2 District

Allowed

Existing

Proposed

3762.80

2988.37

4570.03



31.77%

48.58%

Setbacks

Frontyard

West

Required

Existing

Proposed

Average of block, see 10-8-7 A

48.4000

Eave Length

0.0000

No Change

Setback to Eave

0.0000

48.4000

0.0000



Proposed setback
at addition

Sidyard

North

NC SYSB

10% of Lot Width for the R2 District

5.0000

3.0000

3.0000



Eave Length

0.5000

0.5000

Setback to Eave

3.0000

2.5000

2.5000



Sidyard

South

10% of Lot Width for the R2 District

5.0000

3.1500

5.0000



Eave Length

0.0000

0.5000

Setback to Eave

3.0000

3.1500

4.5000



Combined Sidyard

25% of Lot Width for the R2 District

12.5000

6.1500

8.0000



Rearyard

East

15% of Lot Depth or 26'-2" minimum

63.2800

57.2700

Eave Length

0.5000

0.5000

Setback to Eave

28.2210

62.7800

56.7700



Addition

Zoning Review Checklist

Building Height Ridge

Height above grade in feet

Allowed

35'

Existing

31'

Proposed Ht.
at addition

34'



Story Height

2.5

2

2.5



Off-Street Parking

Garage spaces

Required

2

Existing

2

Existing +
Proposed

2



Addition

1431 Monroe Avenue**11/7/2017**

Area Calculations

Lot Area	50.0000	188.1400	9407.0000
Allowed Coverage	0.3000		2822.1000
Allowed FAR	0.4000		3762.8000

Lot Coverage - Existing

First Floor Area	Existing	1873.3908
	Total	1873.3908

Lot Coverage - New

First Floor Area	Proposed	2300.2173
	Total	2300.2173

Floor Area - Existing

Floor Area - existing	1st floor	1873.3908
	2nd floor	1264.9743
	Attic	0.0000

garage allowance (up to 500 s.f)	-150.0000
	2988.3651

Floor Area - Proposed

Floor Area - Proposed	1st floor	2300.2173
	2nd floor	2146.6242
	Attic	273.1875

garage allowance	-150.0000
	4570.0291

House - 1st floor - **Existing**

round bay	A			6.7525
	B	0.6400	8.5300	5.4592
	C	9.6900	15.3500	148.7415
	D	0.6500	16.5000	10.7250
	E	13.2000	25.0500	330.6600
	F	6.7300	0.7000	4.7110
	G	16.0200	26.4300	423.4086
	H	11.4600	22.7100	260.2566
-0.5	"-H"	3.1100	3.0400	-4.7272
	J	0.6200	13.9000	8.6180
	K	5.4100	33.6500	182.0465
	L	9.4300	33.4400	315.3392
	M	8.1800	20.6500	168.9170
	N	18.0400	0.3700	6.6748
round bay	O			5.8081
				1873.3908

House - 1st floor - **Proposed****Existing to remain**

round bay	A			6.7525
	B	0.6400	8.5300	5.4592
	C	9.6900	15.3500	148.7415
	D	0.6500	16.5000	10.7250
	E	13.2000	25.0500	330.6600
	F	6.7300	0.7000	4.7110
	G	16.0200	26.4300	423.4086
	"H1"	8.3500	22.7100	189.6285
	"H2"	0.5667	22.4800	12.7394
	N	18.0400	0.3700	6.6748
round bay	O			5.8081

New Construction

p	29.0208	19.7500	573.1608
q	4.5000	1.4792	6.6564
r	27.6875	20.7708	575.0915
2300.2173			

House - 2nd floor - **Existing**

C'	10.6900	15.3500	164.0915
D'	4.0000	16.5000	66.0000
E'	8.8500	15.3500	135.8475
G	16.0200	26.4300	423.4086
H	11.4600	22.7100	260.2566
"-H"	3.1100	3.0400	9.4544
J	0.6200	13.0400	8.0848
K	5.4100	13.0400	70.5464
L	9.4300	12.7900	120.6097
N	18.0400	0.3700	6.6748
			1264.9743

House - 2nd floor - **Proposed**
Existing to remain

C'	10.6900	15.3500	164.0915
D'	4.0000	16.5000	66.0000
E'	8.8500	15.3500	135.8475
G	16.0200	26.4300	423.4086
"H1"	8.3500	22.7100	189.6285
"H2"	0.5667	22.4800	12.7394

New Construction

p	29.0208	19.7500	573.1608
q	4.5000	1.4792	6.6564
r	27.6875	20.7708	575.0915
			2146.6242

House - Attic half story - **Existing to remain****0.0000**House - Attic half story - **Proposed**

x	2.2500	24.0000	54.0000
y	24.8750	8.0000	199.0000
z	4.7500	4.2500	20.1875
			273.1875

STANDARDS FOR MAJOR VARIATIONS (SECTION 10-5-4F)

A major variation shall be recommended by the Zoning Board of Appeals only if it makes findings, based upon the evidence presented to it, that each of the following standards has been met:

1. The physical surroundings, shape or typographical conditions of the specific property involved with bring a specific hardship upon the owner as distinguished from an inconvenience if the strict letter of the regulations were to be carried out;

The area is an extremely low area in Village. There is frequent localized flooding of the streets and backyards due to significant pooling of water. Based on these conditions, there are limited options to improve the living space for this single family home. The structure will remain a single family home.

The overall site coverage is below the allowed site coverage by approximately 5% or 500 square feet.

The house was built in 1940. The neighboring homes were built in the 1950's. The setback has not changed since the house and neighboring houses were built. The proposed design will not alter the current setback. The variation allows the home to remain as it was originally built.

Please note that we are attempting to not change the overall footprint while not relocating the garage to an area that is subject to flooding. We do not want to add grading issues that will affect neighboring properties and cause additional flooding.

2. The aforesaid unique physical condition did not result from an action of any person having an interest in the property, but was created by natural forces or was the result or was the result of governmental action, other than the adoption of this Zoning Ordinance, for which no compensation was paid;

The party with interest in the property has not altered the physical condition of the property. The condition is a result of the natural topography as well as the build-up of backyard patios and elevated grading by other residents on the block. The elevated patios were allowed due to the lack of Village ordinances at the time of the construction. The grading was completed over time by the other residents.

At the current time, each residents' yards are unable to drain onto the north side of the block (Le Moyne Parkway) using the natural crown of the lots.

3. The conditions upon which the petition for variation is based may not be applicable generally to other property within the same zoning classification;

Many of the homes have been built well after 1431 Monroe. There doesn't appear to be any other local homes with the need for the setback variance. We are also at one of the lowest points on the block. There is no plan to alter the backyard and will allow the pooling to continue.

4. The purpose of the variation is not based predominantly upon a desire for economic gain;

We purchased and originally remodeled the house in 2004. We have no plans of moving from River Forest. We plan on using this house as our residence for the long-term future.

STANDARDS FOR MAJOR VARIATIONS (SECTION 10-5-4F)

A major variation shall be recommended by the Zoning Board of Appeals only if it makes findings, based upon the evidence presented to it, that each of the following standards has been met:

5. The granting of the variation shall not be detrimental to the public welfare or unduly injurious to the enjoyment, use, or development value of other property or improvements in the neighborhood in which the property is located;

There will be no detrimental impact to public welfare or cause any harm to the development or improvement of neighboring homes. The improvement is strictly residential in nature. It remains consistent with the neighborhood and current and future use. It does not cause any incompatibility issues with the neighboring properties.

6. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood;

There will be no impairment to light or air to adjacent properties or endangerment of public safety. Light and air will not be limited since this is an improvement and above an existing space. Sun exposure from the south and west will not change. There is no change to the existing roofline affecting those exposure points for the neighbor to the north with the sun's movement throughout the day. The improvements will be accretive to neighboring properties. The property will remain a personal residence.

7. That the granting of the variation would not unduly tax public utilities and facilities in the area;

The variation will not tax local public utilities and facilities. The home will remain a person residence moving forward. The number of residents will not change in the household. It remains a single family home. There will not be any additional need for the property.

Please note that the improvements will be outfitted with more efficient light and plumbing fixtures and electrical appliances that will reduce the overall power consumption of the house.

8. That there is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.

Due to the flooding conditions and the preexisting setback condition, there are no feasible remedies. This is the purpose for the variation request.

Tomassini Residence - Backyard Water Pooling



1431 Monroe



1435 Monroe



1443 Monroe

Village of River Forest
Zoning Board and Permit Applications
400 Park Ave.
River Forest, IL 60305

Nov. 7, 2017

Re: Tomassini home addition

Dear Members,

My wife and I have discussed the project the Tomassini's are contemplating and have no concerns or objections. Mark and Carla Tomassini are our immediate neighbors to the south. Their plans for the renovation and addition to their property appear thoughtful and attractive.

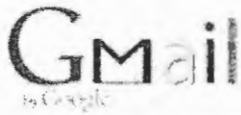
Additionally, I will note their expressed mutual unhappiness about the chronic flooding both our back yards experience and the potential benefit of the project.

Please feel free to contact me if you have questions of any kind.

Sincerely,

Mark & Judy Shelstad
1435 Monroe Ave.

708-772-7774



Mark A. Tomassini <mtomassini@cjrm.com>

RE: Zoning Application

1 message

Drury, John <JDrury@seyfarth.com>

Wed, Nov 8, 2017 at 3:53 PM

To: "Carla J. Racanelli" <carla@cjrm.com>, Jill Drury <jmldrurypharmd@gmail.com>

Cc: "mt@cjrm.com" <mt@cjrm.com>

Hi Carla,

We have no objection based on the plans and what we discussed.

Thanks,

John

John Drury | Senior Counsel | Seyfarth Shaw LLP
233 S. Wacker Drive | Suite 8000 | Chicago, Illinois 60606-6448
Direct: +1-312-460-5623
jdrury@seyfarth.com | www.seyfarth.com

SEYFARTH
SHAW



Mark A. Tomassini <mtomassini@cjrmf.com>

RE: 1447 Monroe - Dam

1 message

Jeff Loster <jloster@vrf.us>

Thu, May 16, 2013 at 4:19 PM

To: "Mark A. Tomassini" <mtomassini@cjrmf.com>

Cc: "phcarlson@comcast.net" <phcarlson@comcast.net>, Mark Shelstad <mshelstad@comcast.net>, Mark Shelstad <judy.s2@comcast.net>, "Racanelli, Carla" <carla@cjrmf.com>, Phil Cotter <pcotter@vrf.us>

The curb and patio are separate items. The patio appears to have been somewhat of a recent development. I investigated the area elevations relative to the patio and came to the determination that the installation of the patio does not appear to be a code violation. My reasoning was explained in a previous email – to save everyone some time I will not repeat myself.

The curb is a different issue. It appears to be an existing condition that has been present for a significant amount of time. While it was obviously installed to create a change in elevation, I cannot state that it was a code violation because it would have had to violate the ordinance that was *existing at the time the curb was installed*. Since there was no grading ordinance enacted prior to the current one (effective beginning last year) it is unlikely that this curb would have been in violation. Existing conditions such as this one do, on occasion, contribute to problems as time goes on however, we do not have the means to retroactively apply our current ordinance to projects completed under previous ordinances.

Jeff Loster, PE, CFM, CPESC

Village Engineer

Village of River Forest

400 Park Avenue

River Forest, IL 60305

P: 708.714.3551

F: 708.366.3702

jloster@vrf.us

From: Mark A. Tomassini [mailto:mtomassini@cjrmf.com]**Sent:** Thursday, May 16, 2013 3:10 PM**To:** Jeff Loster**Cc:** phcarlson@comcast.net; Mark Shelstad; Mark Shelstad; Racanelli, Carla; Phil Cotter**Subject:** Re: 1447 Monroe - Dam

Jeff,

Why is the patio elevation and curb not a violation? It does not allow for the free flow of water to the street. This is the overall plan for the entire village.

Thank you,

Mark

On Thu, May 16, 2013 at 3:06 PM, Jeff Loster <jloster@vrf.us> wrote:

I agree that there is no way for the water to flow out to LeMoyné Pkwy. Unfortunately, there is also no way for the water to drain out to Monroe Ave or William St. Since the connection of a yard drain to the combined sewer system is not an option, the best approach that can be taken at this point is to try to minimize the runoff that is currently directed into this area and to try to better manage the water that does make it there. These include the following:

- The amount of water can be minimized by removing any sump pump or downspouts that currently drain to the backyard. Removal of these point discharges (especially any sump pumps) would greatly reduce the amount of water that is conveyed to the low spot.
- Rain barrels could be installed at any downspout that drains to the rear yards. A typical rain barrel holds 55 gallons when full. If every household in the area had just one of these, the amount of runoff conveyed to the low area would be reduced by hundreds of gallons.
- Any landscaped areas could be converted to depressional rain gardens and planted with native vegetation. The subtle "depression" that is characteristic of rain gardens would help keep portions of the runoff away from the more severely inundated areas. This would make the worst areas slightly more manageable in every rain event and may even *prevent* significant ponding in other rain events. The native vegetation would be better suited to help draw down some of the standing water after a rain event which would lead to shorter periods of inundation. The stone base beneath the rain garden would also be able to provide additional water storage that isn't currently available on-site.
- Any number of underground rainwater harvesting systems could be installed throughout the tributary area. This includes everything from a buried cistern to a modular system that can be aesthetically enhanced with a water feature. Systems like this would help trap the water that would help reduce the ponding and could then be re-used for irrigation whenever it is needed.
- Changes to any future work within the tributary area should be considered if they could help minimize runoff. This includes anything from reducing project footprints to installing permeable products instead of impervious ones.

Also worth noting is the fact that the conceptual storm sewer project that the Village is currently considering proposes (among other things) that a storm sewer be installed along your street. The presence of a storm sewer in this area would likely reduce some of the runoff that enters the low area behind your homes and may even be able to accommodate a connection from a rear-yard drain.

I hope these ideas help. Let me know if there are any of them that you would like to discuss in greater detail and I would be happy to do so.

Jeff Loster, PE, CFM, CPESC

Village Engineer

Village of River Forest

400 Park Avenue

River Forest, IL 60305

P: 708.714.3551

F: 708.366.3702

jloster@vrf.us

From: Mark A. Tomassini [mailto:mtomassini@cjrmat.com]

Sent: Friday, May 10, 2013 1:57 PM

To: Jeff Loster

Cc: phcarlson@comcast.net; Mark Shelstad; Mark Shelstad; Racanelli, Carla; Phil Cotter

Subject: Re: 1447 Monroe - Dam

Jeff,

There is no ability for the water to naturally flow onto LeMoyne. This is the main problem.

What can be done?

Thank you,

Mark

On Fri, May 10, 2013 at 1:30 PM, Jeff Loster <jloster@vrf.us> wrote:

I am sorry you believe I have missed the point. I can assure you all that I have thoroughly reviewed the pictures sent to me and visited the site to see the situation with my own eyes. After my site visit I was able to orient each of the pictures you provided and am aware of each location shown, relative to the area. While I agree that the grading in the area around the patio is preventing water from flowing north I am unable to conclude that this is directly related to the installation of the patio. My reasoning is as follows:

-The water in the pictures that were sent to me is at the top of the timber "retaining wall". It was indicated to me that the water is approximately 18 inches deep in this condition. Based on my site visit, there is an elevation difference of about 6-8 inches from the top of the timber retaining wall to the top of the patio. If the patio were the sole cause of the ponding, it would have to have been installed approximately 2 feet higher than the original grade in this area (which adequately allowed drainage to LeMoyne). Given the vegetation around the patio (which again, appears to have been present longer than the patio itself) and the fact that the patio is *directly adjacent* to the

residence, raising the grade 2 feet is not practical. Typically there is not 2 feet of exposed foundation wall along the perimeter of a residence that would allow that high of a grade change. Also, raising grades on the magnitude of 2 feet would likely have killed the vegetation in this area.

Other points worth noting:

-I completely agree that the grades increase in elevation as you approach the patio from the south. I also agree that this prevents water from migrating northward. That being said, it does not appear that this is a direct result of the installation of the patio. Rather it would seem to be a function of existing grade changes that appear to have been present for a significant amount of time.

-It should be noted that most, if not all of your properties are sloped towards the backyards (hence the accumulated water). This would indicate that all the properties in this area are contributing significant amounts of runoff to the low area. Any sump pump and/or downspout discharge lines that drain into this area are also contributing to the problem.

While I understand that this situation can be very frustrating to deal with as a homeowner, I do not have adequate information to conclude that it is caused by the installation of the patio at the 1447 Monroe property. I would be happy to meet with any of you on-site at some point next week to discuss the matter in person and review potential solutions that may help alleviate the problems. Please let me know if this is something you would be interested in.

Jeff Loster, PE, CFM, CPESC

Village Engineer

Village of River Forest

400 Park Avenue

River Forest, IL 60305

P: 708.714.3551

F: 708.366.3702

jloster@vrf.us

From: phcarlson@comcast.net [mailto:phcarlson@comcast.net]

Sent: Tuesday, May 07, 2013 1:29 PM

To: Mark A. Tomassini

Cc: Racanelli, Carla; Phil Cotter; Mark Shelstad; Mark Shelstad; Jeff Loster
Subject: Re: 1447 Monroe - Dam

Well said, Mark. He is totally missing the point. Probably because he has not actually seen it in person. Also, we did not have this problem until after the new patio was installed approximately 4-5 years ago.

Debbie Carlson

From: "Mark A. Tomassini" <mtomassini@cjrmat.com>
To: "Jeff Loster" <jloster@vrf.us>
Cc: "Racanelli, Carla" <carla@cjrmat.com>, "Carlson Family" <phcarlson@comcast.net>, "Phil Cotter" <pcotter@vrf.us>, "Mark Shelstad" <mshelstad@comcast.net>, "Mark Shelstad" <judy.s2@comcast.net>
Sent: Tuesday, May 7, 2013 12:38:20 PM
Subject: Re: 1447 Monroe - Dam

Jeff,

I do not understand your point. The reason the water is pooled is that there is no where for it to flow. The patio has dammed the water from flowing onto the LeMoyne Avenue. I believe that you are not looking at the picture correctly. The water is stopped by the retaining wall that supports the patio. If the wall/patio was not there or it was not to the property line with other building up to it, the water would have flowed to LeMoyne. Instead, it pools in the backyards.

It progressively gets worse to my house, four (4) houses to the south. Please see the attached presentation.

If it was not for basement sump pumps and people pumping out their backyards to Monroe, the water may still be standing there.

There needs to be a nature way for the water to flow off of the property. There is none. There needs to be a change.

Mark

312-560-5699

1431 Monroe Avenue.

On Tue, May 7, 2013 at 11:55 AM, Jeff Loster <jloster@vrf.us> wrote:

Mr. Tomassini,

I was able to finally make a round of site visits late last week and am a little behind on getting back to everyone. I took a look at the area from your backyard north to LeMoyne Pkwy. While it is clear that there is insufficient slope needed to drain the entire area to the north, it does not appear that the installation of the patio at 1447 Monroe is the cause. If the installation of the patio were the problem, I would expect to see water up to the patio, making it clear that the patio itself was causing the issue. Based on the attached picture, it does not appear that this is the case.

Often times when patios area installed at a higher elevation, the surrounding grade is also raised. In this case, however, raising the grade significantly around the perimeter of the patio would likely have caused a significant grade change along/near the south property line. Given the fact that there is vegetation in this area that appears to have been established for an extensive amount of time, it does not appear that the grades in this area were significantly altered due to any recent construction. Raising the grade at the base of this vegetation by several inches would likely have caused a great deal of damage.

I can certainly understand your frustration in an area like this where adequate drainage paths are not present. There is a significant tributary area that can lead to a large amount of standing water in high rain events, obviously. Given a lack of evidence that leads to a single cause of the problem, I think the only remaining solution is to try to better manage any standing water that is present. Things such as rain gardens, underground cisterns, or other rainwater harvesting systems would all help prevent standing water on the magnitude currently present. Let me know if this is something you'd like to discuss in more detail and I would be happy to share any additional thoughts that might help.

Please also keep in mind that the Village has pumps that we loan out to residents so that areas like this one can be pumped out (once any surcharge of the sewer system has subsided). Additional information on this topic can be found at the following web address:

<http://www.vrf.us/residents/flooding#Pump>

Let me know if you have any questions on the items discussed above or if you would like to discuss any of the potential solutions mentioned in greater detail.

Jeff Loster, PE, CFM, CPESC

Village Engineer

Village of River Forest

400 Park Avenue

River Forest, IL 60305

P: 708.714.3551

F: 708.366.3702

jloster@vrf.us

From: Mark A. Tomassini [<mailto:mtomassini@cjrmat.com>]

Sent: Tuesday, May 07, 2013 10:13 AM

To: Jeff Loster

11/27/2017

Mail - RE: 1447 Monroe - Dam

Cc: Carla Racanelli; Carlson Family; Phil Cotter
Subject: Re: 1447 Monroe - Dam

Jeff,

I wanted to see if you were able to get any grade information, etc.

What will be the next steps?

Thanks,

Mark

312-560-5699

1431 Monroe Avenue

----- Forwarded message -----

From: **Mark A. Tomassini** <mtomassini@cjrmat.com>

Date: Fri, Apr 19, 2013 at 4:24 PM

Subject: Re: 1447 Monroe - Dam

To: Phil Cotter <pcotter@vrf.us>

Cc: Carla Racanelli <carla@cjrmat.com>, Carlson Family <phcarlson@comcast.net>, Mark Shelstad <mshelstad@comcast.net>, Judy Shelstad <judy.s2@comcast.net>

Thank you.

I will contact him.

On Apr 19, 2013, at 4:10 PM, Phil Cotter <pcotter@vrf.us> wrote:

Mr. Tomassini,

I have asked our Village Engineer, Jeff Loster, to contact you regarding your question/concern. His direct number is 708-714-3551 if you decide to expedite contact with him.

Phil Cotter

Director of Public Works

Village of River Forest

400 Park Avenue

River Forest, IL 60305

(708) 714-3550

(708) 366-3702 fax

pcotter@vrf.us

From: Mark A. Tomassini [mailto:mtomassini@cjrmat.com]
Sent: Thursday, April 18, 2013 4:18 PM
To: Phil Cotter
Cc: dmm@dmanorthstar.com; Carla Racanelli; phcarlson@comcast.net; Mark Shelstad; mshelstad@comcast.net
Subject: 1447 Monroe - Dam

Phil,

I live at 1431 Monroe Avenue. I am sure that you are inundated today, but this problem continues to affect all houses south of 1447 Monroe.

The dam that has been created by the houses' built-up patios located at the SE corner of Monroe/LeMoyne and SW Corner of William/LeMoyne has caused more ground water to not be allowed to drain unto LeMoyne.

The water just sits and creates more hydrostatic pressure on ground water surrounding everyone's foundations. A path needs to be created to allow the water to drain naturally on LeMoyne Avenue. A small amount of pooling makes sense, but this is ridiculous. Attached are pictures of 1443 Monroe's backyard. It is approximately 18 inches deep.

Something needs to be done immediately. Pictures are attached.

Please feel free to contact me directly with any questions.

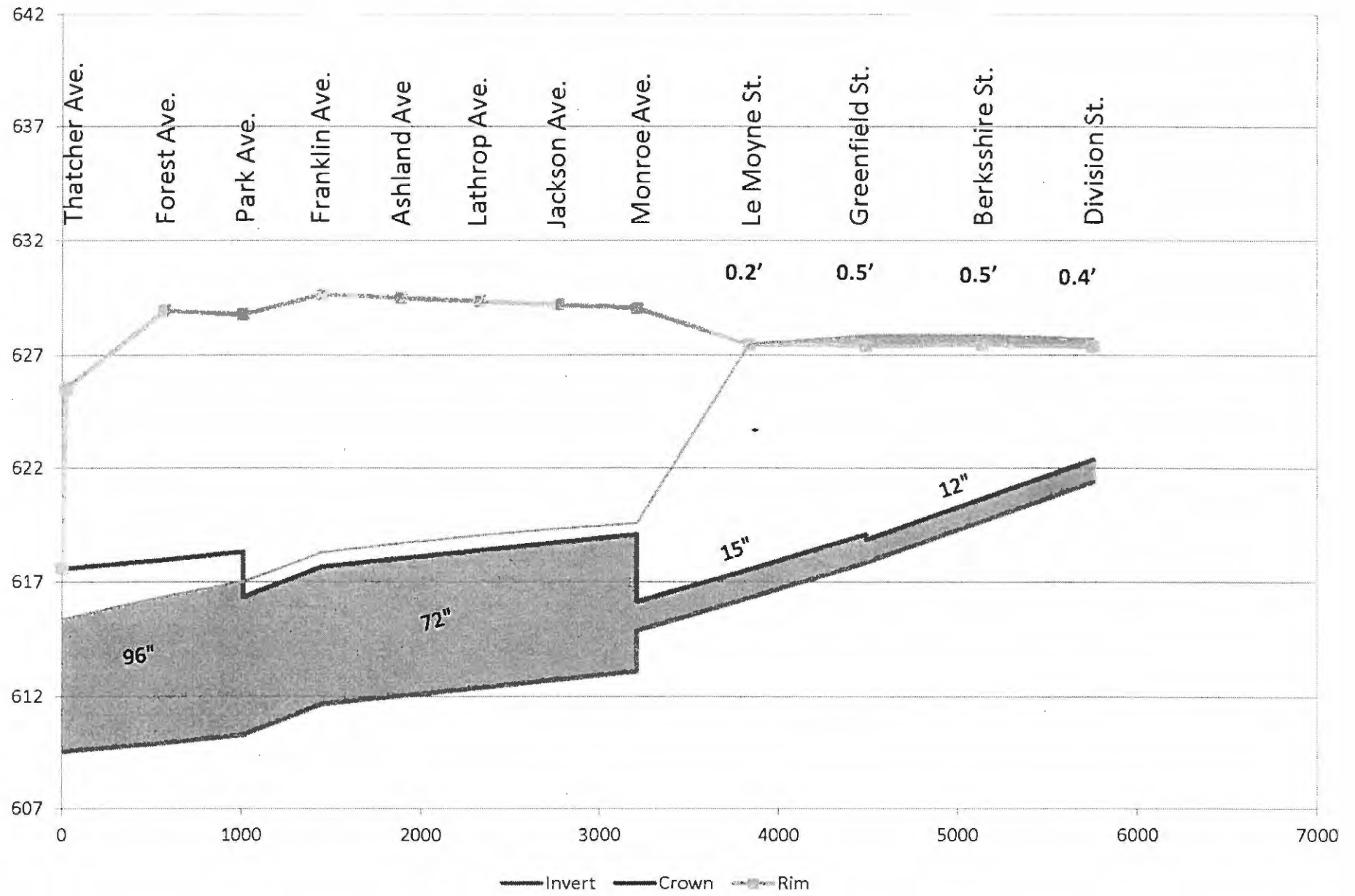
Mark

Mark A. Tomassini
1431 Monroe Avenue
River Forest, IL 60305
Home: 708-488-9310
Office: 312-560-5699

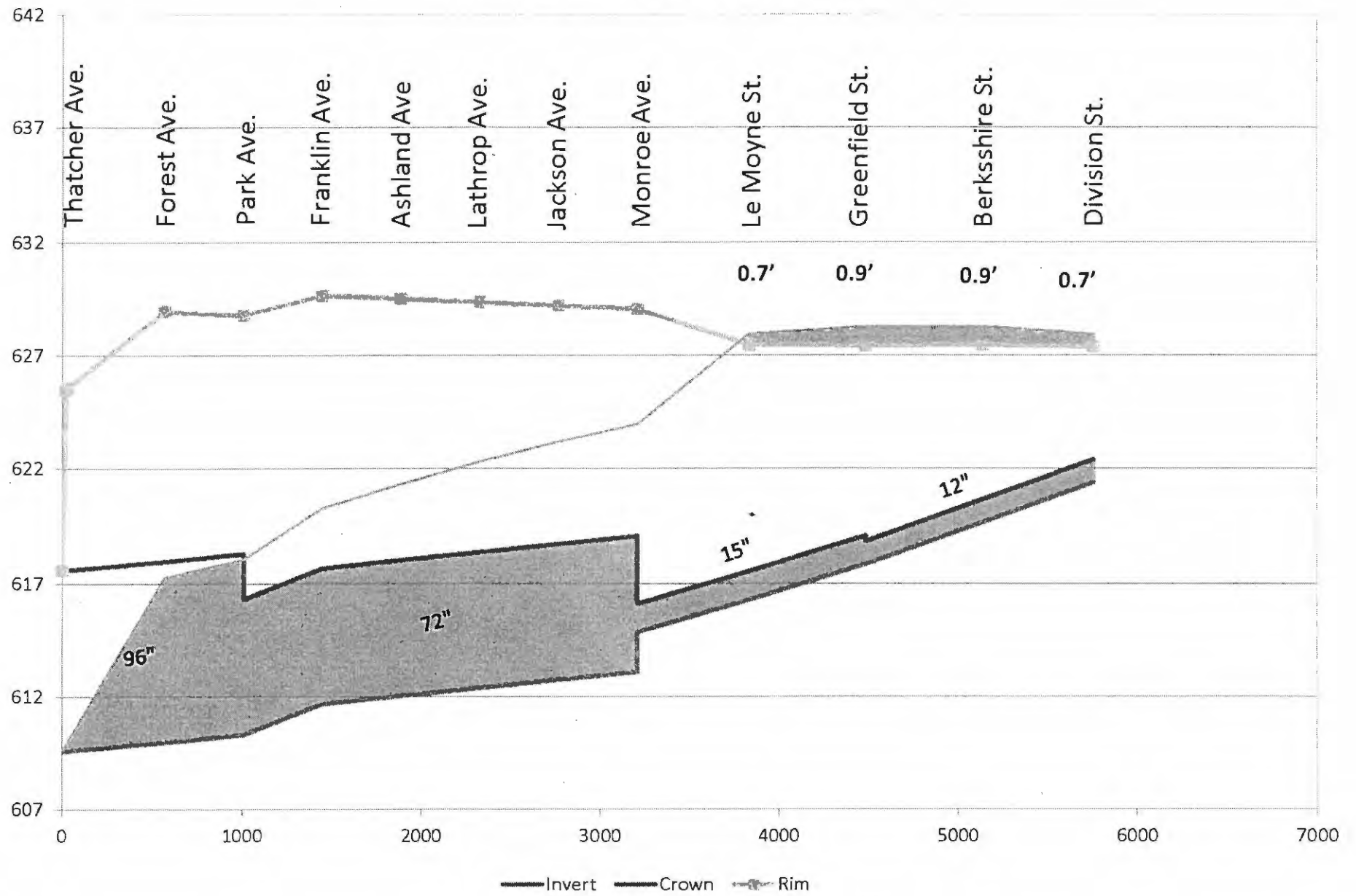
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Mark A. Tomassini

312-560-5699

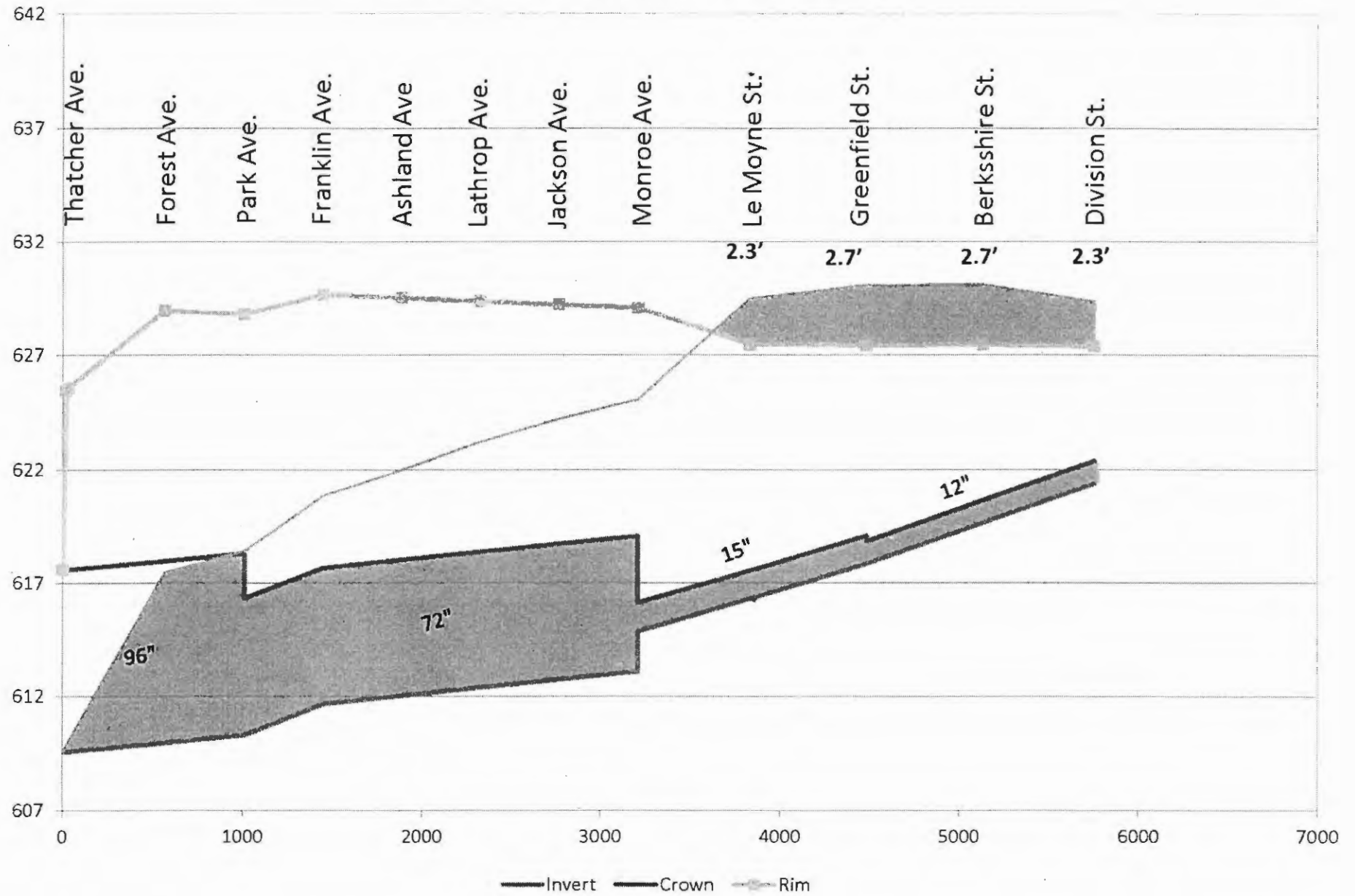
Existing Conditions (10-Year)



Existing Conditions (50-Year)



Existing Conditions (July 2011)





**LEGAL NOTICE
ZONING BOARD OF APPEALS
RIVER FOREST, ILLINOIS**

Public Notice is hereby given that a public hearing will be held by the Zoning Board of Appeals of the Village of River Forest, County of Cook, State of Illinois, on Wednesday, December 20, 2017 at 7:30 p.m. at the Community Room of the Municipal Complex, 400 Park Avenue, River Forest, Illinois on the following matter:

The Zoning Board of Appeals will consider a zoning variation application submitted by Carla and Mark Tomassini, owners of the property at 1431 Monroe Avenue, who are proposing to construct an addition onto the existing home.

The applicants are requesting variations to Section 10-9-7 of the Zoning Code for the purpose of removing the existing one-story north wall of the building which maintains a non-conforming side yard setback of 3'-0", and to reconstruct a new two-story wall at the same non-conforming setback, and which will reproduce the non-conforming combined side yard setback of 12.3% of the lot width. The Zoning Code requires a minimum 5'-0" side yard setback (10% of the lot width) and a combined side yard setback equal to 25% of the lot width.

The applicants are also requesting a variation to Section 10-9-5 of the Zoning Code that requires that the Floor Area Ratio (FAR) not exceed 0.40 for lots less than twenty thousand square feet in area. The FAR of the existing house is approximately 0.3177. The applicants propose to construct an addition that will increase the FAR to 0.4858.

The legal description of the property at 1431 Monroe Avenue is as follows:

LOT 5 IN BLOCK 5 IN O. C. BRAESE'S SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

All interested persons will be given the opportunity to be heard at the public hearing. A copy of the meeting agenda will be available to the public at the Village Hall.

Clifford Radatz
Secretary
Zoning Board of Appeals

18 January 2018

Dear Trustees,

Attached please find the Sustainability Commission's 2018 Goals and Strategies, as well as a budget for these activities.

The goals are divided into five categories: Eco Systems, Education, Energy, Waste and Water. These goals are based on the PlanItGreen Plan and The Greenest Region Compact sustainability plans that have already been put into practice in the Villages of River Forest and Oak Park. We believe these will provide the best possible service in the area of sustainability to the Village and its residents.

We look forward to presenting this information and receiving your feedback at the Monday, January 22, 2018 meeting.

Sincerely,

Kathleen Brennan
President
Village of River Forest Sustainability Commission

Reference:

<http://mayorscaucus.org/initiatives/environment/rec/>
<http://sevengenerationsahead.org/sustainability/planit-green>

Sustainability Commission Goals and Strategies 2018

For Board Presentation January 22, 2018

Education

Commissioner Contact: Beth Cheng and Mary Susan Chen

Tier One Goal: Increase awareness of opportunities to engage in sustainable practices.

Strategies:

- Provide relevant content to Village staff to share through appropriate channels (e.g. vrf.us sustainability page, Facebook, newsletter)
- Conduct survey to introduce Village sustainability initiatives and establish baseline for measuring future increases in resident awareness.
- Support programs for RF residents to apply sustainable practices (e.g. Green Block Parties and Sort It Out Program)

Tier Two Goal: Provide opportunities within the Village to learn about sustainability.

Strategies:

- Partner with local and regional institutions and sustainability groups to promote sustainable practices (e.g. Dominican University, Green Community Connections, RF Library, One Earth Film Festival)
- Continue to offer River Forest Sustainability Tour

Energy

Commissioner Contact: Eric Simon

Tier One Goal: Reduce overall energy consumption by 2% per year.

Strategies:

- Create baseline metrics to share with consumers (RF energy consumption has decreased over the years but currently is not meeting the 2% reduction per year.)
- Educate consumers about energy efficiency and retrofit programs such as Elevate Energy
- Support knowledge and awareness of best practices and technologies related to energy conservation and renewable energy development

Tier Two Goal: Increase investment in Renewable Energy Procurement.

Strategies:

- Work to identify opportunities for Village and residents to use solar technology and promote same
- Support and promote energy-efficient systems and practices for all public and municipal buildings
- Commissioners and Village staff attend opportunities for training/information workshops such as NREL solar training
- Participate in Community Solar Project (they offer a framework on how to evaluate projects for solar)
- Encourage renewable energy installations for new construction and existing building renovations

Open Spaces and Eco Systems

Commissioner Contact: Sue Crothers and Mary Masella

Tier One Goal: Enhance existing open spaces and eco systems, including schools, public buildings and Park District to improve habitat for native flora, fauna and public use.

Strategies:

- Continue to work with the Village to increase native plantings on all small green lawn decorative spaces (e.g. along railroad track on Central Ave and Hawthorne, in front of Village Hall, Pumping Station)
- Continue to work with the Park District to replace plantings with native plants and shrubs and plant more native plants throughout small parkways and triangle parks with seating areas
- Increase the community gardens from one to two, by working with the Village and Park District to identify an underutilized space on the south side of River Forest to plant a community vegetable garden
- Support development of the bike path plan for River Forest

Tier Two Goal: Reduce synthetic chemical usage in River Forest.

Strategies:

- Continue to work and monitor Integrated Pest Management (IPM) progress with Park District
- Continue the Keep ON the Grass program by way of the Green Block Party program through summer of 2018
- By spring 2018 have the administrative system in place so that the Village is actively enforcing the Illinois State law requirement for chemical permits for lawn care providers working in River Forest

Tier Three Goal: Assist the Park District and educational institutions make informed decisions with regard to installing artificial turf.

Strategies:

- Share research, analysis and provide recommendations so that the Park District and institutions can fully understand the impact of artificial turf on the environment and human health
- Provide information on water reduction strategies and/or grant opportunities for storm water management
- Provide information on reducing the demand on local and regional storm water collection through IPM and otherwise

Waste

Commissioner Contact: Julie Moller

Tier One Goal: Increase community-wide residential waste diversion from landfills to 40% by end of 2018. Currently at 31% diversion.

Strategies:

- Increase curbside compost subscribers to 10% of all Village residential customers
- Formulate strategy and recommendation to produce an annual recycling event that will accept a variety of hard to recycle items
- Conduct research and implement Village program for a home pick up program for electronics

Tier Two Goal: Educate Village residents on recycling, landfill waste, and composting practices.

Strategies:

- Promote existing programs for hard to recycle items that do not go in household collection bins and consider additional programs such as a paint exchange.
- Purchase more *Sort It Out* stations for residents use
- Research and consider policy on bag fee.
- Create an event guide and provide technical assistance and training to incorporate zero-waste strategies into public event (Bocce Bash, Flamingo Fridays, Green Block Parties, LemonAid etc.)
- Update the Refuse information on Village Website

Water

Commissioner Contact: Sue Crothers and Julie Moller

Tier One Goal: Assist Village staff in educating residents in reducing the consumption of potable water.

Strategies:

- Share and promote the use of water-efficient technologies, through IPM and otherwise
- Promote the use of harvesting rain water and grey water systems
- Reduce the waste of natural resources by using natives plants, permeable pavers etc.

Tier Two Goal: Improving and Maintaining Water Quality

Strategy:

- Facilitate the reduction of synthetic herbicides, pesticides and fertilizers practices of institutions, residents and businesses, through IPM and otherwise

Draft Sustainability Commission Budget

Education

Handouts: \$200

Survey monkey: \$70

Green Block Parties: \$3,000

Eco Systems

Healthy Lawn Program-\$500

Native Planting-\$300

Energy

Educational workshops: \$150

Waste

Recycling Extravaganza: \$800

Compost promotion: \$600

Sort It Out Program: \$300

Total: \$5,920

Grant Opportunities to supplement Village Budgeted Amount

Great Lake Alliance

Keep Illinois Beautiful

Oak Park River Forest Community Foundation



Village of River Forest

Village Administrator's Office

400 Park Avenue
River Forest, IL 60305
Tel: 708-366-8500

MEMORANDUM

Date: January 18, 2018

To: Catherine Adduci, Village President
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Setting of Public Informational Meetings for North Avenue TIF District

As we restart the North Avenue TIF District process, I will be having public informational meetings with residents and business owners. We have set the following dates and times for meetings

February 21, 2018 – 9 AM – Business Owners

February 21, 2018 – 7 PM – Residents West of Lathrop

February 22, 2018 – 7 PM – Residents East of Lathrop

All these meetings will take place at Village Hall and will include a representative from Kane McKenna.

The purpose of these meetings will be to educate residents and business owners on the proposed TIF district before we start the formal process. The goal is to avoid any confusion and address any concerns.

Thank you.



MEMORANDUM

DATE: January 22, 2018

TO: Eric J. Palm, Village Administrator

FROM: John Anderson, Director of Public Works

SUBJECT: Award of Contract – Safe Walking Routes to School Exhibits

Issue: Staff is seeking the award of a contract for a Transportation Engineering Firm to assist the Village of River Forest in creating Safe Walking Routes to School throughout the Village. To that end, Staff has reached out to the engineering firm of Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA) to provide a proposal for this work.

Analysis: With an increase in pedestrian-related safety concerns in recent past, Staff has reached out to the Transportation Engineering Firm of KLOA to provide a review of schools within the Village in an effort to identify the safest walking routes to each of them. The schools to be included in this study include the following:

- Lincoln Elementary School
- Willard Elementary School
- Roosevelt Middle School
- St. Luke Parish School
- St. Vincent Ferrer Catholic Elementary School
- Grace Lutheran School

The scope of services in KLOA's proposal also includes a preliminary review of Trinity High School to determine if there is enough pedestrian traffic associated with the school to warrant inclusion within the study.

The goal of this work is to standardize the routes to each school from appropriate areas throughout the Village and to identify any infrastructure needs (crosswalk striping, ADA sidewalk ramps, etc.) along these routes in order to provide the safest walking routes for children to reach their schools.

The base fee for this work is \$17,000. While there are some opportunities for cost reduction, there are also additional services that have been identified in KLOA's proposal that may be required. As such, Staff recommends approval of the contract in the full amount of \$17,000.00. School District 90 has indicated to the Village that it will share equally in the cost of this project.

Recommendation: Consider a Motion to approve an agreement with Kenig, Lindgren, O'Hara, Aboona, Inc. to complete Safe Walking Routes to School Exhibits for a not-to-exceed cost of \$17,000.00 and authorize the Village Administrator to execute the contract agreement.

Attachments

KLOA Proposal

January 9, 2018

Jeffrey M. Loster, P.E.
Village Engineer
Village of River Forest Public Works Dept.
400 Park Avenue
River Forest, IL 60305

Re: Scope of Services and Fee Proposal
Safe Walking Routes to School Exhibits
River Forest, Illinois

Dear Jeff:

Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) is pleased to submit this scope of services and fee proposal to prepare Safe Walking Routes to School (SWRTS) exhibits for the three public primary schools in the River Forest School District 90 system (Willard Elementary School, Lincoln Elementary School, Roosevelt Middle School) and the three parochial primary schools in the Village (St. Vincent Ferrer Catholic Elementary School, Grace Lutheran School, St. Luke Parish School). We will also perform a preliminary review of the parochial high school in the Village (Trinity High School) to determine whether SWRTS exhibits would be of benefit based on the student residence locations and modes of travel.

The exhibits will depict the recommended walking routes to each school, from every residential block in the school attendance area, on an easy-to-understand street map that can be posted on the school websites and incorporated into the parent/student handbook. The routes will be based on a determination as to the safest manner for students to cross streets en-route to school.

Because there are crosswalk markings and pedestrian/school signs already posted within the Village, our efforts will include (1) a thorough inventory of all existing crosswalk markings, pedestrian/school signs, ADA ramping, and traffic control signs, and (2) an evaluation of these markings and signs against the most current Federal and State standards published in the *Manual on Uniform Traffic Control Devices*. Based on the evaluation, it is anticipated that the SWRTS exhibits developed for each school may include the removal, relocation or replacement of existing crosswalks and signs.

KLOA, Inc. performed a similar study for the Village of Oak Park and the 10 schools in Oak Park Elementary School District 97. The SWRTS exhibits prepared for each of these schools can be viewed under the Transportation tab on the individual school's websites.

Scope of Services

KLOA, Inc. proposes to complete the following work tasks:

1. Meetings with Schools. KLOA, Inc. staff will meet with representatives from each of the six schools, together with Village staff if desired, to describe the SWRTS exhibits that will be prepared and to obtain input on any safety issues or areas of concern. KLOA, Inc. will also meet with Trinity High School, if desired, together with Village staff.
2. Data Collection. KLOA, Inc. will seek to obtain the following information from the Village, District 90, and parochial schools.
 - GIS or CADD base mapping with reference files of curblines, street names and structures
 - Digital aerial photography of Village if available
 - Preferred drop-off/pick-up circulation routes for each school
 - Crossing guard locations
 - Identification of locations for which there are safety issues/concerns
 - Committed or planned roadway improvements or modifications.
 - Trinity High School enrollment, number of students from River Forest, student travel modes
3. Field Reconnaissance & Existing Conditions Inventory/Evaluation. KLOA, Inc. will reconnoiter all streets within the Village to inventory pedestrian and school signs, crosswalk markings, sidewalks, and traffic control signs and signals. We will also make note of deteriorated sidewalk segments, non-compliant ADA ramping (visual inspection only), pedestrian signal locations, and any potential safety concerns (i.e., sidewalks obstructed from view, wide intersections with high traffic volumes, etc.). School signs that do not conform to the latest MUTCD standards in style, size, color or placement will be identified for removal, replacement or relocation.
4. Development of SWRTS Exhibits and Summary Report. KLOA, Inc. staff will develop the recommended SWRTS exhibits for the three District 90 schools and three parochial primary schools based on the evaluation of existing conditions and base mapping provided by the Village, District 90 and parochial schools. The exhibits will be generated in full color and will include intersection traffic controls, landmarks (i.e., schools, playgrounds, etc.), street names, travel paths with direction of travel, and crossing guard locations. A second set of exhibits will be prepared for Village staff highlighting the recommended changes in traffic controls, crosswalk/pavement markings, signage, etc. KLOA, Inc. will prepare a brief summary report describing the exhibits and recommended changes.
5. Preliminary Review for Trinity High School. Based on the enrollment and travel mode data supplied by Trinity High School, KLOA, Inc. will make a recommendation on whether investment in a SWRTS map for the school would be prudent.
6. Wrap-Up Meeting. KLOA, Inc. will meet with Village staff to review the SWRTS exhibits/report and discuss any desired revisions, if applicable.

Optional Additional Services

Additional Meetings – KLOA, Inc. is available to attend additional meetings, as desired, beyond those included in the work scope above, KLOA, Inc. can simply invoice the Village on a time-and-materials basis for the expended costs that exceed the original approved budget. Hourly rates for a Principal of KLOA, Inc. to attend daytime meetings range from \$190-\$210.

Additional School Exhibits – KLOA, Inc. can prepare additional exhibits for the District 90 schools or for the three parochial primary schools in the Village. KLOA, Inc. can also prepare a SWRTS exhibit for Trinity High School, if desired based on the preliminary review. KLOA, Inc. will prepare a budget amendment letter for Village approval.

Implementation Plans, Specifications & Estimate (P,S&E) – KLOA, Inc. can prepare a pavement marking and sign plan set for the recommended removal, replacement, relocation, or installation of traffic control signs, school signs, and crosswalk/pavement markings as depicted in the SWRTS exhibits. The pavement marking plan can also include sidewalk stencils and arrows displaying school name and direction of travel, if desired. The plan set would include the items listed below. It is anticipated that the plan sheets would be developed at a scale that displays 4 or more intersections per sheet. If the P,S&E services are desired, KLOA, Inc. will prepare a budget amendment letter for Village approval.

- Title sheet identifying project description, District 90 boundary area, and index of sheets
- General notes and bid specifications
- Typical sign and pavement marking details
- Summary of quantities
- Engineers' opinion of probable construction cost
- Plan sheets displaying aerial base mapping, existing sign/pavement marking removals, and new sign/pavement marking placement locations

Time of Performance

It is anticipated that the SWRTS exhibits and summary report can be completed within 6-8 weeks upon receipt of a signed copy of this letter of agreement and the expeditious return of the base mapping data requested in Task 2.

Cost of Services

The cost of services rendered by KLOA, Inc. on this project will be based on our hourly rates currently in effect, plus reimbursement at cost for direct expenses such as travel, reproduction, etc. Based on our experience in similar studies, we estimate the cost for our professional staff time and expenses for the tasks outlined in Items 1 through 6 of this scope of services to be **\$17,000**. We will not exceed this budget without advance authorization from you.

Method of Payment

Invoices for services rendered will be submitted every two weeks and will reflect the charges incurred on the project during the previous period. Invoices will show staff time and expenses separately, and are due and payable within 30 days of the invoice date. Payments due KLOA, Inc. are not contingent upon project approval or project financing and are the responsibility of the Village of River Forest. To the maximum extent permitted by law, the Village of River Forest agrees to limit Kenig, Lindgren, O'Hara, Aboona, Inc.'s liability for the Village of River Forest's damages up to the sum of the total fee on this project. This limitation should apply regardless of the cause of action or legal theory pled or asserted.

We are pleased to have this opportunity to once again offer our professional services to the Village of River Forest on this important safety project for the community. We look forward to initiating our services on this project upon receipt of a signed copy of this letter of agreement for our files.

Sincerely,

KENIG, LINDGREN, O'HARA, ABOONA, INC.



Eric D. Russell, PE, PTOE, PTP, LEED AP ND
Principal



Luay R. Aboona, PE
As its Principal and Contracting Officer

ACCEPTED AND APPROVED THIS

____ DAY OF _____, 2018

(Signature)

(Typed Name)

Authorized to Execute Agreements for:



Village of River Forest

Village Administrator's Office

400 Park Avenue
River Forest, IL 60305
Tel: 708-366-8500

MEMORANDUM

Date: January 18, 2018

To: Catherine Adduci, Village President
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Amend Title 5 of the Village Code Regarding Driveway Permits

Issue: The Village Code states that a property can have one driveway access for each one hundred feet of lot frontage. Further, if a petitioner does not meet that requirement, there is no process in place for them to seek a remedy. Recently, the property owner at 1020 Lathrop asked for a second driveway to allow a circular driveway off of Lathrop due to sight lines and access. Their lot is 95' which would only allow one driveway access.

Analysis: Staff conducted a brief review of other municipalities to determine what the minimum lot threshold is per driveway and how any appeals are handled.

<u>Municipality</u>	<u>Minimum Lot Frontage</u>	<u>Variation</u>
Wilmette	75 feet	Director of Engineering
Hinsdale	75 feet	ZBA
Lake Forest	120 Feet	ZBA
Riverside	N/A	Special Use Required
Western Springs	N/A	At the Discretion of the Village Engineer

As you can read above, there are mixed results based on the community. After internal discussion, Staff is recommending the following change to the Village Code. Keep the current regulation in place; however, if a driveway is off of a Illinois Department of Transportation designated arterial roadways or major collector, the minimum lot requirement would drop to 75 feet instead of 100 feet. The roadways included would be:

<u>Principal Arterial</u>	<u>Minor Arterial</u>	<u>Major Collector</u>
North	Lake	Thatcher
Harlem	Madison	Division
		Chicago
		Lathrop
		Washington

This change would allow property owners additional relief and flexibility if their driveways are on roads that encounter higher traffic volumes.

Further, a new section is proposed that would allow anyone the ability to seek a variation from this section to the ZBA. This is the same language that we added for fence variations.

Recommendation: Please review and consider approval for an Ordinance that amends Title 5 of the Village Code regarding driveway permits.

Attachment

Ordinance

NO. _____

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 3
OF THE RIVER FOREST VILLAGE CODE REGARDING
DRIVEWAY PERMITS**

WHEREAS, the Village of River Forest ("Village"), is a non-home rule unit of local government as provided by Article VII, Section 7 of the Illinois Constitution of 1970; and

WHEREAS, the President and Board of Trustees of the Village find that allowing parkway driveways to be permitted in seventy-five foot intervals on arterial roadways and major collector roadways, as classified by the Illinois Department of Transportation, and allowing for variations of the driveway permit requirements in the River Forest Village Code, best serves the interests of the Village, its residents and the public's health, safety and welfare;

NOW, BE IT ORDAINED by the President and Board of Trustees of the Village of River Forest, Cook County, Illinois, as follows:

SECTION 1: That the recitals above shall be and are hereby incorporated in this Section 1 as if restated herein.

SECTION 2: That Title 5 of the River Forest Village Code, entitled "PUBLIC WAYS AND PROPERTY," Chapter 3, entitled "DRIVEWAYS," Section 5, entitled "CONSTRUCTION REQUIREMENTS," is hereby amended as follows, with additions underlined:

"A. Commercial Driveways: That portion of every driveway hereafter constructed or remodeled which extends from the street across any public parkway and sidewalk or sidewalk space to the owner's lot line and which is used to serve any property other than that used exclusively for residential purposes shall consist of a monolithic course of concrete not less than eight inches thick, and the construction and installation of such driveway shall otherwise comply with the provisions of this code. All construction shall be done under the supervision and subject to the approval of the director of public works.

B. Residential Driveways: That portion of every driveway hereafter constructed or remodeled which extends from the street across any public parkway and sidewalk space to the owner's lot line and which is used exclusively to serve residential property, shall have a maximum width of sixteen feet and a minimum width of eight feet at the sidewalk, except that on a corner lot the maximum width may be increased to twenty four feet when such driveway serves a garage which has a front yard setback of less than twenty five feet and is not part of a circular driveway. No more than one parkway driveway shall be permitted for each one hundred feet

of total lot frontage or fraction thereof, however, for any lot frontage on an arterial roadway or major collector roadway, as classified by the Illinois Department of Transportation, no more than one parkway driveway shall be permitted for each seventy-five feet of total lot frontage or fraction thereof. The parkway driveway shall consist either of: 1) a monolithic course of concrete not less than six inches thick, and the construction and installation of such driveway shall otherwise comply with the provisions of this code; or 2) asphalt pavement constructed as follows: a compacted aggregate base course of not less than eight inches of crushed stone or crushed gravel equivalent in gradation to Illinois department of transportation gradation CA-6. The surface of the base course shall be primed with an asphalt emulsion or cutback prime at a rate of twenty five one hundredths gallons per square yard. The primed base shall be covered with not less than two inches of compacted hot bituminous concrete surface mix. In lieu of an aggregate base course, a compacted hot mix bituminous base course of not less than five inches may be used; or 3) a brick pavement consisting of either high strength concrete paving units (minimum compression strength of 8,000 pounds per square inch) or clay kiln-fired masonry units. Only those bricks specifically manufactured for vehicular paving applications may be used. Manufacturer's specifications shall be provided. In no case shall the use of used bricks be allowed. The paving units shall be placed on a compacted aggregate base course consisting of a minimum eight inches crushed gravel meeting the aggregate base course requirements for asphalt driveway pavements with a minimum one inch sand leveling course. The paving units shall be mechanically tamped to finish grade and the joints sand swept. Mortared joints shall not be allowed. All pavement edges shall be restrained. All construction shall be done with the supervision of and subject to the approval of the director of public works or his designated representative."

SECTION 3: That Title 5 of the River Forest Village Code, entitled "PUBLIC WAYS AND PROPERTY," Chapter 3, entitled "DRIVEWAYS," is hereby amended by the addition of a new Section 8, entitled "ZONING BOARD OF APPEALS," which shall read in its entirety as follows:

The Zoning Board of Appeals shall have the jurisdiction to hold public hearings and offer recommendations to the President and Board of Trustees concerning variations of this Chapter pursuant to its powers granted by, and pursuant to the procedures set forth in, Section 10-5-4 of this Code. The President and Board of Trustees may vary the requirements of this Chapter after receiving the recommendation of the Zoning Board of Appeals.

SECTION 4: That all ordinances, or parts of ordinances in conflict with this Ordinance, are hereby expressly repealed.

SECTION 5: Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 6: This Ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 22nd day of January, 2018.

Catherine Adduci, Village President

ATTEST:

Kathleen Brand-White, Village Clerk