



VILLAGE OF RIVER FOREST REGULAR VILLAGE BOARD MEETING

Monday, January 28, 2019 – 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 14, 2019
 - b. Executive Session Village Board Meeting Minutes – January 14, 2019
 - c. Waiver of Formal Bids and Extension of Contract Award for 2019 Tree Trimming to Davis Tree Care & Landscaping Inc. in an amount not to exceed \$48,000 (contractor maintaining same pricing from the 2017/18 contract)
 - d. Waiver of Formal Bids and Extension of Contract Award for 2019 Stump Removal to Homer Tree Care, Inc. in an amount not to exceed \$44,000 (contractor maintaining same pricing from the 2017/18 contract)
 - e. Illinois Department of Transportation Request for Resolution for Construction on State Highways – Resolution
 - f. Waiver of Formal Bids and Award of Purchase through the Suburban Purchasing Cooperative a 2019 Dodge Durango with Police Package from Thomas Dodge for \$31,447 (Joint Purchasing Cooperative)
 - g. Approval of an Update to the GIS Consortium Membership Agreement to Reflect a New Name & Executive Board
 - h. Waiver of Formal Bid and Award of Purchase of the G2 Fire Station Alerting System from US Digital Design for \$58,026.08 (Sole Source Provider)
 - i. Village Administrator's Report
6. Recommendations of Boards, Commissions and Committees
 - a. Sustainability Commission – Annual Report
 - b. Traffic and Safety Commission – Amend Title 9 of the Village Code – No Parking Restrictions on the 500 Block of Park Avenue and Franklin Avenue from 7:30 AM to 9:00 AM and 2:00 PM to 4:00 PM on School Days – Ordinance
 - c. Traffic and Safety Commission – Amend Title 9 of the Village Code – “No Left Turn” from Southbound Franklin at Lake from 7:30 AM to 9:00 AM and 2:00 PM to 4:00 PM on School Days – Ordinance
 - d. Zoning Board of Appeals - Recommendation regarding a Variation Request – 346 Park Avenue (Side Yard Setback) – Ordinance
 - e. Plan Commission – Appoint David Crosby Chairman (Ryan Vacancy) – Term Ending April 30, 2020
 - f. Plan Commission – Appointment of Roberto Armalas (Ryan Vacancy) – Term Ending April 30, 2022
 - g. Development Review Board – Appoint Carolyn Kilbride (Ryan Vacancy) – Term Ending April 30, 2019
 - h. Sustainability Commission – Appointment of Lisa Gillis (Chen Vacancy) – Term Ending April 30, 2021
7. Unfinished Business
 - a. Discussion & Possible Adoption: Safe Walking Routes to School Plan
8. New Business
 - a. Request from the River Forest Park District for Minor Amendment for Extension of Platform Tennis Lights to 11:00 PM on Tuesday, March 5, 2019; Wednesday, March 6, 2019; Monday, March 11, 2019; Wednesday, March 13, 2019
 - b. Authorization of One Firefighter/Paramedic Pre-Hire due to a Pending Retirement
 - c. Approval of a Plat of Re-Subdivision for 935 and 947 Franklin

9. Executive Session

10. Adjournment

**VILLAGE OF RIVER FOREST
REGULAR VILLAGE BOARD OF TRUSTEES MINUTES
Monday, January 14, 2019**

A regular meeting of the Village of River Forest Board of Trustees was held on Monday, January 14, 2019 at 7:02 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 7:02 p.m. Upon roll call, the following persons were:

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

Absent: Trustee Gibbs

Also Present: Village Clerk Kathleen Brand-White, Village Administrator Eric Palm, Assistant Village Administration Lisa Scheiner, Assistant to the Village Administrator Jonathan Pape, Management Analyst Sara Phyfer, Police Chief James O'Shea, Patrol Commander James Greenwood, Fire Chief Kurt Bohlmann, Public Works Director John Anderson, Finance Director Rosemary McAdams, Village Attorney Greg Smith

2. PLEDGE OF ALLEGIANCE

President Adduci led the pledge of allegiance.

3. CITIZEN COMMENTS

4. ELECTED OFFICIAL COMMENTS & ANNOUNCEMENTS

Trustee Henek wished everyone a happy New Year and announced that the River Forest Civic Association is hosting a public conversation with President Adduci and the Elmwood Park and Forest Park mayors at the library on January 30 at 7p.m.

Trustee Conti and Village Clerk Brand-White also wished everyone a happy New Year.

Trustee Vazquez echoed the New Year wishes and reminded everyone that the River Forest Police Department's Crime Prevention Meeting is scheduled for January 23 from 4:30 p.m. – 6:00 p.m.

Trustees Cargie and Corsini wished everyone a happy New Year. Trustee Corsini welcomed Management Analyst Sara Phyfer and noted that last Wednesday was Public Safety Officers Appreciation Day. She extended her thanks and appreciation to all officers for everything they do to protect us and our families.

President Adduci also wished everyone a happy New Year.

5. CONSENT AGENDA

- a. Regular Village Board Meeting Minutes – December 10, 2018
- b. Executive Session Village Board Meeting Minutes – December 10, 2018
- c. Monthly Department Reports
- d. Monthly Performance Measurement Report
- e. Financial Report – November & December 2018
- f. Accounts Payable – November 2018 - \$2,500,751.14
- g. Accounts Payable – December 2018 - \$1,478,879.31
- h. Village Administrator's Report

Trustee Vazquez made a motion, seconded by Trustee Cargie, to approve the Consent Agenda items a through h.

Roll call:

Ayes: Trustees Cargie, Conti, Corsini, Henek, Vazquez
Absent: Trustee Gibbs
Nays: None
Motion Passes.

6. CONSENT ITEMS FOR SEPARATE CONSIDERATION

- a. Accounts Payable from the Economic Development Fund for \$3,050.66; the Madison Street TIF Fund for \$2,413.45 & \$2,128.59; and the North Avenue TIF Fund for \$291.26 (Trustee Vazquez Common Law Conflict of Interest)

Trustee Corsini made a motion, seconded by Trustee Henek to approve Accounts Payable from the Economic Development Fund (\$3,050.66); the Madison Street TIF Fund (\$2,413.45 & \$2,128.59) and North Avenue TIF Fund (\$291.26).

Trustee Vazquez noted that he would be recusing himself from the vote due to a common law conflict of interest.

Roll call:

Ayes: Trustees Cargie, Conti, Corsini, Henek
Absent: Trustee Gibbs
Nays: None
Motion Passes.

7. RECOMMENDATIONS OF BOARDS, COMMISSIONS AND COMMITTEES

8. UNFINISHED BUSINESS

9. NEW BUSINESS

- a. Approval of a Redevelopment Agreement for the 7756 Madison Street In and Out Fitness, Inc. Comprising a Part of the Madison Street TIF District – Ordinance

Trustee Conti made a motion, seconded by Trustee Corsini, to approve an Ordinance granting a Redevelopment Agreement for In and Out Fitness, Inc. (7756 Madison St.) subject to the conditions listed in the Ordinance.

Village Administrator Palm discussed that the Village has been working on incentive agreements within the Madison TIF District. 7756 Madison is a strip mall that has 9 commercial spaces. This time last year there were five vacancies, which now have all been eliminated. The Skincare Company took three of those spaces and is operational. In and Out Fitness will be taking the remaining two vacancies. Administrator Palm highlighted that it is beneficial to have our business spaces at full capacity in terms of generating more revenue but also because landlords will no longer be able to claim vacancies and take property tax reductions. This redevelopment agreement is the same as the Skincare Company's; the amount of the incentive represents 50% of the build out and move costs (totaling \$50,202), so the Village is funding \$25,101. This will be paid 50% up front and then in two subsequent equal installments. Lisa Neumann, owner of In and Out Fitness, was present to respond to any questions. Administrator Palm also noted that her current lease ends January 31.

In response to questions from Trustee Corsini, Administrator Palm confirmed that the funding is 50% of the lowest bid, and that building permits will be pulled which trigger the inspection process and ultimately the issuance of a Certificate of Occupancy. Upon issuance of the CO, the second and final installment payments will begin.

President Adduci asked if Ms. Neumann wished to make any comments. Ms. Neumann stated she is waiting on the property owner to complete combining her two spaces into one. She expressed frustration about working with the developers at Lake/Lathrop, and stated she had been trying to get out of her lease there for over a year. In response to a question from Trustee Corsini, Ms. Neumann expressed hope that service interruption due to the relocation would be less than one week. In response to another question from Trustee Corsini, Administrator Palm stated the Skincare Company and In and Out Fitness sign permits have been approved, and Puff's will also get a new code-compliant sign. In response to a follow-up question from Trustee Corsini, Administrator Palm confirmed that all the spaces in the 7756 Madison strip mall will be occupied.

Trustee Vazquez noted that he would be recusing himself from the vote due to a common law conflict of interest.

Roll call:

Ayes: Trustees Cargie, Conti, Corsini, Henek

Absent: Trustee Gibbs

Nays: None

Motion Passes.

b. First Amendment to Employment Agreement - Village Administrator Eric Palm

Trustee Corsini made a motion, seconded by Trustee Vazquez, to approve the First Amendment to the Employment Agreement for Village Administrator Eric Palm

Roll call:

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

Absent: Trustee Gibbs

Nays: None

Motion Passes.

Administrator Palm thanked the Board and expressed his appreciation for the trust they place in him and Staff.

10. EXECUTIVE SESSION

At 7:20 p.m. Trustee Corsini made a motion, seconded by Trustee Vazquez, to adjourn to Executive Session for the purpose of discussing the purchase or lease of real property for use of the public body, including discussing whether a particular parcel should be acquired, the setting of a price for sale or lease of property owned by a public body, and pending litigation.

Roll call:

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

Absent: Trustee Gibbs

Nays: None

Motion Passes.

The Village Board returned to regular session at 7:46 p.m. with the following members:

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

Absent: Trustee Gibbs

Also Present: Village Clerk Kathleen Brand-White

11. ADJOURNMENT

Trustee Cargie made a motion seconded by Trustee Corsini, to adjourn the regular Village Board of Trustees Meeting at 7:46 p.m.

Roll call:

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

Absent: Trustee Gibbs

Nays: None

Motion Passes.

Kathleen Brand-White, Village Clerk

DRAFT



MEMORANDUM

DATE: January 28, 2019

TO: Eric J. Palm, Village Administrator

FROM: John Anderson, Director of Public Works

SUBJECT: Renewal of Contract - 2019 Tree Trimming Program

Issue: Staff is seeking to renew the contract for the 2019 Tree Trimming Program.

Analysis: Over 1,100 parkway trees have been identified in the central portion of the Village for contractual tree trimming. These trees have recently been logged into a database with their condition rating, size, species, and location for incorporation into the Village GIS system. This tree attribute information can be viewed on the Village website. Trees that have been identified for contractual trimming are all 12 inches in diameter or larger. Village staff will continue to perform tree trimming on trees that are less than 12 inches in diameter. It is important to keep trees trimmed on a regular basis in order to maintain the health of the tree, ensure fewer limbs fall during periods of high winds, and to improve traffic and pedestrian sightlines throughout Village streets. This is a continuation of the annual contractual trimming program. The section of the Village that will be trimmed in the fall of 2019 and spring of 2020 is the area south of Iowa St., north of Central Ave. between Thatcher Ave. and Harlem Ave. The contractual trimming program is a cost effective method of making sure the needed trimming is performed on a continuing basis to supplement the tree trimming performed by Public Works staff. This program also allows Village forestry crews to continue with their portion of tree removals throughout the Village.

In 2017 staff received and opened five competitive bids for tree trimming. Davis Tree Care & Landscaping, Inc. was the lowest bidder based on the per inch cost of \$39.00 for trees between 12 and 24 inches in diameter, \$75.00 for trees between 25 and 36 inches in diameter, and \$150.00 for trees over 36 inches in diameter as seen in the attached bid tabulation. The planned amount budgeted for contractual tree trimming in fiscal year 2020 is \$48,000. Davis Tree Care & Landscaping, Inc. performed well the past two years and has agreed to hold their 2017 bid pricing for work performed in fiscal year 2020. They have also had numerous municipal tree trimming and removal contracts throughout the local area in recent years. Accordingly, we recommend the award of the 2019 Tree Trimming Contract to Davis Tree Care & Landscaping, Inc.

Recommendation: If the Village Board concurs with Staff's recommendation, the following motion would be appropriate: Motion to award the 2019 Tree Trimming Program to Davis Tree Care & Landscaping, Inc. in the not to exceed amount of \$48,000 and authorize the Village Administrator to execute the contract agreement.

River Forest 2017 Tree Trimming Bid Tabulation

Bid Criteria		Trees Per	
		DBH Range	Range
		12" to 24"	548
		25" to 36"	144
		Over 36"	17

Company	Bid per DBH Range		Total Cost	Rank
Steve Piper & Sons	12" to 24"	\$46.85	\$25,673.80	\$40,042.303
	25" to 36"	\$86.50	\$12,456.00	
	Over 36"	\$112.50	\$1,912.50	
Davis Tree Care & Landscaping	12" to 24"	\$39.00	\$21,372.00	\$34,722.001
	25" to 36"	\$75.00	\$10,800.00	
	Over 36"	\$150.00	\$2,550.00	
Clean Cut Tree Service	12" to 24"	\$105.00	\$57,540.00	\$81,650.005
	25" to 36"	\$145.00	\$20,880.00	
	Over 36"	\$190.00	\$3,230.00	
Acres Group	12" to 24"	\$45.00	\$24,660.00	\$35,550.002
	25" to 36"	\$65.00	\$9,360.00	
	Over 36"	\$90.00	\$1,530.00	
Winklers Tree And Landscaping	12" to 24"	\$68.00	\$37,264.00	\$48,739.004
	25" to 36"	\$68.00	\$9,792.00	
	Over 36"	\$99.00	\$1,683.00	
	12" to 24"		\$0.00	\$0.00
	25" to 36"		\$0.00	
	Over 36"		\$0.00	
	12" to 24"		\$0.00	\$0.00
	25" to 36"		\$0.00	
	Over 36"		\$0.00	



CALL FOR BIDS

- I. Name of Project: 2018 Tree Trimming Program
- II. Instructions and Specifications:
 - A. Bid Opening Date/Time: N/A
- III. Required of All Bidders:
 - A. Bid Deposit: 10%

This document comprises 37 pages

RETURN ORIGINAL BID IN SEALED ENVELOPE MARKED WITH THE PROJECT NAME AS NOTED ABOVE TO :

John Anderson
DIRECTOR OF PUBLIC WORKS
VILLAGE OF RIVER FOREST
400 PARK AVENUE
RIVER FOREST, IL 60305
PHONE: 708-714-3550
FAX: 708-366-3702



INSTRUCTIONS

The Village of River Forest, County of Cook, Illinois, invites sealed bids for the trimming of parkway trees throughout the Village of River Forest.

The Village of River Forest will open bids at the location, date, and time stated below:

Location: Village of River Forest Municipal Complex
400 Park Avenue
River Forest, Illinois 60305

Date: N/A

Time: N/A

All bids are required to be delivered to the Office of the Director of Public Works, 2nd Floor of the River Forest Village Hall, 400 Park Avenue, on or before the date and time stated above.

Bids will be publicly opened at that time in the Village Hall Community Room, 400 Park Avenue, River Forest, Illinois.

Any bid received after the date and time specified above will be returned to the Bidder unopened. Bid shall be submitted in duplicate and enclosed in a sealed opaque envelope marked "2018 Tree Trimming Program."

It is intended that a contract will be awarded to the low Bidder provided that such low Bidder can establish competence to fulfill all provisions in the contract.

Include in bid all costs of labor, material, equipment, allowances, all federal taxes, insurance and contingencies with overhead and profit necessary to complete the work for which bid is made, including all trades, without further cost to the Village.

No compensation will be allowed by reason of any difficulties which the Bidder could have discovered or reasonably anticipated prior to bidding.

The Village reserves the right to reject any and/or all bids, to waive minor informalities, or to make an award other than to the low Bidder according to his own judgment which is in the best interest of the Village of River Forest.

A Bid Bond or Certified Check shall accompany each bid in the amount of ten percent (10%) of the total sum of the Bid, made payable to Village of River Forest. Same, which it is agreed, shall be claimed by Village as Village's property if Bidder to whom Contract award has been made, defaults in executing

agreement within ten (10) calendar days of written notification of contract award to him, or if Bidder fails to furnish the Village the required Payment of Performance Bond. Security of all Bidders will be returned on signing of the contract or rejection of all bids.

A certificate of insurance indemnifying the Village of River Forest, its officers, agents and employees against any claims for any and all types of accidents, which may arise in connection with any work performed under this contract, shall be provided by the contractor before contract award is made.

The Contractor shall furnish to the Director of Public Works final waivers of lien for labor and materials upon completion of the project and before final payment.

Any contractor in doubt as to the true meaning of any part of the specifications or other contract documents, may request in writing an interpretation thereof from the Village or representative. The person requesting the interpretation shall be responsible for its prompt delivery. The interpretation will be made by written addendum duly issued by the Village. If a written addendum is issued, either as a result of a request for an interpretation or as a result of a change in the specifications initiated by the Village, a copy of such addendum will be mailed to all prospective contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the contractor's responsibility to obtain all addenda issued. Contractors will provide written acknowledgement of receipt of each addendum issues with the bid submission.

I. GENERAL PROVISIONS

1. STANDARD SPECIFICATIONS

- 1.1 The applicable "Standard Specifications," as listed below, shall apply to all Work performed under this Contract unless revised by the Supplemental Specifications, as set forth in Section 2 below, and the Special Provisions that are also included as part of this Project.

2. SUPPLEMENTAL SPECIFICATIONS

- 2.1 The following "Supplemental Specifications" supplement the Standard Specifications. In case of conflict with any part, or parts, of said Standard Specifications, the Supplemental Specifications shall take precedence and shall govern. The following section numbers used are in reference to those section numbers used in the SSRBC.

107.01 Laws to be Observed

107.01.01 Sexual Harassment Policy

The Contractor shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

107.01.02 Eligibility for Employment in the United States

The Contractor shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Contractor to verify that persons employed by the Contractor are eligible to Work in the United States.

107.01.03 Civil Rights

The Contractor shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

107.01.04 Foreign Corporation

Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

107.01.05 Confidentiality of Information

Any documents, data, records, or other information relating to the Project and all information secured by the Contractor from the Village in connection with the performance of services, unless in the public domain, shall be kept confidential by the Contractor and shall not be made available to third parties without written consent of the Village, unless so required by court order.

107.26 Indemnification

Delete the first paragraph of Article 107.26 of the SSRBC and substitute the following:

To the fullest extent permitted by law, the Contractor shall be responsible for any and all injuries to persons or damages to property due to the negligent or willful act or omission of the Contractor arising or in consequence of the performance of the Work by the Contractor. The Contractor

hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents, employees, attorneys and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Village, its officials, agents, employees, attorneys and volunteers due to the negligent or willful act or omission of the Contractor arising in or in consequence of the performance of this Work by the Contractor. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith; and, if any judgment shall be rendered against the Village, its officials, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. The Village, its officials, agents, employees, attorneys and volunteers shall have the right to select their own counsel and the right to direct their own defense.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents, employees, attorneys and volunteers as herein provided.

107.27 Insurance

Add the following to Article 107.27 of the SSRBC:

107.27.1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A) Pre-2004 version, CG 2026 (Exhibit B) Pre-2004 version.
- B. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- C. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

107.27.2 Deductibles and Self-Insured Retentions

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 as respects the Village, its officials, agents, employees, attorneys and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

107.27.3 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

107.27.3.1 General Liability and Automobile Liability Coverages

- A. The Village, its officials, agents, employees, attorneys and volunteers are to be covered as insureds as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, attorneys or volunteers.
- B. The Contractor's insurance coverage shall be primary insurance as respects the Village, its officials, employees, agents, attorneys and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees, attorneys or volunteers shall be excess of Contractor's 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, its officials, agents, employees, or volunteers.
- D. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made of 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 Contractor shall be required to name the Village, its officials, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.
- F. All general liability coverages shall be provided on an occurrence basis. Claims-made general liability policies are not acceptable.

107.27.3.2 Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees, attorneys and volunteers for losses arising from Work performed by Contractor. Compensation Limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident.

107.27.4 Verification of Coverage

The Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, attorneys and volunteers, as additional insureds (Exhibit D), 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 certificates and endorsements may be on forms provided by the Village and are to be received and approved by the member before any Work commences. The attached Additional Insured Endorsement (Exhibit E) shall be provided to the insurer for its use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the

coverage stated on the attached endorsement (Exhibit E), such as ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B). The Village reserves the right to request full certified copies of the insurance policies and endorsements.

107.27.5 Subcontractors

The Contractor 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.

The Village of River Forest, its officers, employees, agents, attorneys and volunteers shall be named as additional insured. Liability coverage is primary with respects to the additional insureds.

107.27.6 Assumption of Liability

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-Contractor, 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 agreement.

EXHIBIT A

CG 20 10 03 97

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULE PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

Copyright, Insurance Services Office, Ins. 1996

EXHIBIT B

CG 20 26 11 85

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Copyright, Insurance Services Office, Ins. 1984

EXHIBIT C

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location and Description of Completed Operations
Information required to complete this Section, if not shown above, will be shown in the Declarations.	

Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your Work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products—completed operations hazard".

EXHIBIT D

(EXAMPLE)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) Completed	
PRODUCER <div style="text-align: center;">Fully Completed</div>				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED <div style="text-align: center;">Fully Completed</div>				INSURERS AFFORDING COVERAGE INSURER A: Name of Insurance Company INSURER B: Name of Insurance Company INSURER C: Name of Insurance Company INSURER D: Name of Insurance Company INSURER E: Name of Insurance Company		NAIC # Completed Completed Completed Completed Completed	
COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY CG001 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNERS & CONT PROT ((IF REQUIRED)) <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIER PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea. Occur.)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS-COMP/OP AGG	\$ 1,000,000
A		AUTOMOBILE LIABILITY CA001 <input checked="" type="checkbox"/> ANY AUTO CA001 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident)	\$ 1,000,000
						BODILY INJURY (PER PERSON)	\$
						BODILY INJURY (PER ACCIDENT)	\$
						PROPERTY DAMAGE (PER ACCIDENT)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B	X	EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$ per request
						AGGREGATE	\$ per request
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER	
						TORY LIMITS	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$ 500,000
						E.L. DISEASE-POLICY LIMIT	\$ 500,000
		OTHER Professional Liability (If requested)	Policy Number	Policy Start Date	Policy End Date		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS List Project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.							
CERTIFICATE HOLDER Additional Insured: Village of River Forest, its officials, employees, agents, attorneys and volunteers				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, SIGNATURE OF AUTHORIZED AGENT			

EXHIBIT E

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Name of Insured:
Policy Number:
Policy Period:
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your Work".

For purposes of this endorsement, "arising out of your Work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a Contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors Work.
3. Liability the Additional Insured may incur for failure to maintain safe Worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

Original Created – 1/2002
Revised – 1/2005

108.06 Labor, Methods, and Equipment
Add the following to Article 108.06 of the SSRBC:

108.06.1 Overtime Work

Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, all Work at the site shall be performed during regular Working hours; and the Contractor will not permit overtime Work or the performance of Work on Saturday, Sunday or any legal holiday without the Director of Public Works' written consent given after prior written notice. Regular Working hours shall be a consecutive eight hour period between the hours of seven o'clock (7:00) A.M. and six o'clock (6:00) P.M., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction Work shall be performed before the hour of seven o'clock (7:00) A.M. and after the hour of nine o'clock (9:00) P.M.

2.2 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Commission as a material term of all public Contracts:

"EQUAL EMPLOYMENT OPPORTUNITY"

In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the Contractor may be declared non-responsible and therefore ineligible for future Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.

- (4) That it will send to each labor organization or representative of Workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Fair Employment Practices Commission and the Contracting agency and will recruit employees from other sources when necessary to fulfill its obligation thereunder.
- (5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the Contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- (6) That it will permit access to all relevant books, records, accounts and Work sites by personnel of the Contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- (7) That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such Subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its Subcontractors; further, it will promptly notify the Contracting agency and the Illinois Fair Employment Practices Commission in the event any Subcontractor fails or refuses to comply therewith. In addition, no Contractor will utilize any Subcontractor declared by the Commission to be non-responsible and therefore ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of Subcontracts referred to under paragraph 7 of the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a Contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- (a) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more Contracts; or
- (b) Under which any portion of the Contractor's obligation under any one or more Contracts is performed, undertaken or assumed."

2.3 COMPLIANCE WITH FREEDOM OF INFORMATION ACT REQUESTS

Section 7(2) of the Illinois Freedom of Information Act ("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 Contractor 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 Contractor 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 Contractor 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.

2.4 RESPONSIBILITIES OF CONTRACTOR

Within ten (10) days after the signing of the Contract, the Contractor shall submit a Work schedule to the Village showing the progress to be made on the major portions of the Work, such Work schedule to be designated to complete the entire Work within the time stipulated for completion. The schedule of Work, however, shall be subject to the Director of Public Works' approval. If, at any time during the progress of Work, the Director of Public Works is of the opinion that the Contractor is not adhering to such schedule, the Director of Public Works will request the Contractor to increase his force to comply with the Work schedule. Failure of the Director of Public Works, however, to demand this shall not release the Contractor from his obligation to secure the quality of Work or the rate of progress specified.

The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the Project a qualified forestry supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor or superintendent of the Contractor shall have full authority to act on behalf of the Contractor. All communications given to the supervisor or superintendent shall be as binding as if given to the Contractor. The supervisor or superintendent shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

The Contractor shall be solely responsible for the safety of persons, property, or the Work at or adjacent to the construction site. All decisions relating to safe construction operations, the use and

proper application of equipment and materials, and the protection of the general public from construction operations shall be the responsibility of the Contractor. The Contractor shall identify a qualified supervisor or superintendent in writing who shall have the authority to act on behalf of the Contractor relative to Project safety issues. The supervisor or superintendent shall be present on the site at all times as required to maintain safe Project operations.

In the event that the designated forestry supervisor or superintendent is absent from the site, the Contractor shall designate a substitute supervisor or superintendent to act in responsible charge of the Work. Any changes in the designated construction supervisor or safety supervisor or superintendent shall be documented by written statement to the Director of Public Works at the time of the change.

2.5 CONTRACTOR'S DEFAULT FORFEITURE OF CONTRACT

The Work herein specified shall be prosecuted with such force as the Director of Public Works may deem adequate to its completion within the time specified. If the rate at which the Work is performed is not, in the judgment of the Director of Public Works, such as to insure its progress and completion in the time and manner herein specified, or if, at any time, the Contractor refuses or neglects to prosecute the Work with the force sufficient in the opinion of the Director of Public Works for its completion within the specified time, or if, in any event, the Contractor fails to proceed with the Work in accordance with the requirements and conditions of those Specifications, the Village shall have full right and authority to take the Work out of the hands of the Contractor and employ other Workmen to complete the unfinished Work, or to relet the same to other Contractors, and to deduct the expense occasioned by such default from any money that may be due to the Contractor.

2.6 ASSIGNMENT OF CONTRACT

No part of the Work herein specified shall be assigned without the written consent of the Director of Public Works, and in no case shall such consent relieve the Contractor or his surety from the obligations herein entered into by the same or change the terms of this Agreement.

2.7 SUSPENSION OF WORK

Should the Contractor, with the approval of the Director of Public Works, stop work, or should the weather conditions in the opinion of the Director of Public Works be such that the Work could not be properly and safely performed, then the Director of Public Works may order said Contractor or Contractors to suspend work until such time as weather conditions shall permit proper construction, and in any case of stoppage of work, the Contractor shall at his own expense store materials and be responsible for all accidents as though the Work was in progress.

2.8 LIMITATION OF OPERATIONS

The Contractor shall conduct the Work on this Project at all times in such a manner and in such sequence as will assure the least interference with traffic on all streets.

2.9 PERFORMANCE BOND

The Contractor shall furnish a satisfactory performance bond in the sum of the amount of the Contract in dollars guaranteeing the proper completion of the Work and the maintenance of the Work during the period of one (1) year from and after the date of the completion and acceptance

of the same. This date shall be the date shown on the Final Pay Estimate, which is submitted by the Director of Public Works for the Work performed by the Contractor. If, within this guarantee period, any Work is found by the Village to be defective, the Contractor shall promptly, without cost to the Village, and in accordance with the Village's written instructions, correct such defective Work. If the Contractor does not promptly comply with the terms of such instructions, the Village may have the defective Work corrected and all direct and indirect costs of such corrections, including compensation for any required Professional Services, shall be paid or reimbursed to the Village by the Contractor. The maintenance of the Work shall consist of: Correction of any defect in material of Workmanship furnished for such improvements, latent in character and not discernible at the time of final inspection or acceptance by the Village.

2.10 PAYMENT BOND

The Contractor shall furnish a satisfactory payment bond in the full amount of the Contract guaranteeing payment of all material used and for all labor performed.

2.11 PAYMENTS

If the rate of progress is satisfactory to the Director of Public Works, payment estimates will be submitted once a month during the progress of the improvement for ninety percent (90%) of the value of the Work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Contractor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. Upon final completion and acceptance of the Work, a final estimate will be issued for the total amount due under the Contract, less previous payments and liquidated damages. In no case will the final estimate be prepared until the Contractor has complied with all the requirements set forth and the Director of Public Works has made his final inspection of the entire Work and is satisfied that the entire Work is properly and satisfactorily constructed in accordance with the requirements of the Contract.

2.12 DIRECTOR OF PUBLIC WORKS'S AUTHORITY

The Director of Public Works shall act as the Village's representative during the construction period. The Director of Public Works shall decide any issues that may arise as to quality and acceptability of the Work performed. The Director of Public Works shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Director of Public Works will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents. The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, Workmanship, and execution of the Work.

The Director of Public Works shall NOT have control over or charge of, and shall NOT be responsible for means, methods, techniques, sequences, procedures or controls, or for safety precautions or programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Director of Public Works shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract documents. The Director of Public Works shall not have control over or charge of acts or omissions of the Contractor, Subcontractors or their agents or employees, or of any other persons performing portions of the Work.

2.13 NIGHT, SUNDAY, AND HOLIDAY WORK

No Work shall be performed under these Specifications at night or on Sunday or legal holidays without the prior, written approval of the Director of Public Works.

2.14 LOCAL REGULATIONS

The Work shall be executed in full compliance with laws and regulations of the Village of River Forest. All licenses, permits, approvals, etc., required by law or ordinarily secured under recognized good practice shall be secured by the Contractor at his own expense.

III. SPECIAL PROVISIONS

This Section amends and takes precedence over the Standard Specifications and the Supplemental Specifications.

The Special Provisions listed herein explain certain General Items pertaining to this Project, and amend the Standard Specifications in describing Work required for certain Contract Items.

3.1 SCOPE OF WORK (Tree Trimming)

The Contractor shall furnish all labor, supervision, supplies, and tools, equipment and other means necessary or proper for performing and completing the work, and shall obtain and pay for all required permits. The Contractor shall be responsible for the cleaning up of the job site and he shall repair or restore all structures and property that may be damaged or disturbed during performance of the work to the satisfaction of the Village of River Forest.

3.2 COMMENCEMENT OF WORK

Commencement of this contract will begin immediately after Contractor receives the first tree list. Subsequent tree lists will be submitted to the Contractor as they are developed. All trees to be trimmed shall be completed in accordance with the detailed specifications identified in the contract documents.

Total number of trees to be trimmed is estimated at 916 for this period.

3.3 BY WHOM THE WORK IS TO BE DONE

The Contract shall be awarded to the Contractor's name appearing on the bid, and that firm and not an affiliate of the firm or a subcontractor shall do the work. **The Contractor shall be fully licensed with the Village of River Forest before being allowed to bid.** The Contractor shall remain licensed with the Village throughout the contract period.

3.4 PERIODIC INSPECTION

The Contractor shall notify the office of the Superintendent of Operations on the morning of any workday giving the location of that day's work. The Superintendent of Operations or his representative will periodically inspect the work and will always be available should any problems arise.

3.5 METHOD OF MEASURING

Trees to be trimmed shall be measured per inch of diameter. The diameter-breast-height (DBH) shall be measured at a point four feet six inches above the highest ground level at the tree and will be determined by dividing the measured circumference at this point by 3.1416.

3.6 LOCATION OF WORK

All work will be performed within the Village of River Forest, Illinois, on public right-of-way or on property owned by the Village. All trees 12 inches in diameter or larger on inventory sheets supplied to the Contractor in the general area designated on the attached map shall be pruned. All tree trimming work is to be done in accordance with the pruning specifications described in section 3.7.1

It will be the Contractor's responsibility to notify and make arrangements with the utility company for the removal of branches extending through power and/or telephone lines, so the trimming operations will not be delayed.

The Contractor shall protect sidewalks, curbs, streets, manhole covers and catch basin, housing property and automobiles from the impact of falling wood by the use of limb ground supports when needed.

3.7 PRUNING SPECIFICATIONS

All trees to be trimmed in accordance with the revised Pruning Standard for Shade Trees, latest edition, ANSI A300 (2008) pruning standards. Prune all trees so the natural form and shape of the tree is achieved so far as is possible. In the case of American Elms, prune trees so a "cathedral arch" effect is achieved. Crown reduction method preferred where parkway width is sufficient to gain specified clearances, particularly when pruning *Tilia* species and trees in the 12"-16" size class, with no more than one quarter of leaf surface to be removed. Balance tree evenly. Lower branches must be raised to a height of allowing 8 feet of pedestrian access at the end of a five-year period, and must not protrude over the curb for the same period.

3.71 For trees 12"-16" in diameter:

- Prune for central leader (if possible) by removing or subordinating co-dominant stems with reduction cuts.
- Prune for scaffold limb selection. Thinning or subordinating cuts may need to be made to these branches to slow their growth rate.
- Potential scaffold branches should be vertically spaced 18" apart. Scaffold branches to remain on mature tree should be spaced at 3 feet if growing above one another.
- Scaffold branches should be no more than 1/2 the diameter of the trunk immediately above the branch
- Retain lateral branches along limbs, but each should be less than 1/2 the diameter of the limb at attachment.

- At least $\frac{1}{2}$ of the foliage should be on branches (temporary and permanent) arising in the lower $\frac{2}{3}$ of the tree. Similarly, branches should have like distribution of foliage along their length.
- 3.71.1 Raise all lower branches and hanging branches to a minimum height of 16 feet where practical on trees over 16" in diameter. Not more than one-fourth of foliage of **mature** trees to be removed.
- 3.71.2 Remove all sucker growth on the main trunk(s) to first main crotch. Remove all dead, dying, diseased, interfering, objectionable and weak branches and stubs greater than two inches in diameter from all trees.
To avoid misunderstanding, the terms in parts 3.71.2 above will be used as defined below:
 - 1 "Sucker Growth" - The bushy and undesirable growth of small shoots on the trunk of a tree or in close proximity to the trunk.
 - 2 "Interfering Branches" - Branches which are growing in contact with or within (15) feet of signage, manmade structures or overhanging a structure.
 - 3 "Objectionable Branches" - Branches, which are growing in such a manner that, they cause unnecessary crowding, or are undesirable if the natural form and shape of the tree is to be achieved, or are growing in a direction heading into the crown of the tree.
- 3.71.3 Remove one of two or more crossed and/or rubbing branches greater than 2 inches in diameter from all trees where practical.
- 3.71.4 All cuts to be made sufficiently close to parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions.
- 3.71.5 Rope down all branches where damage could be incurred by gouging of a sodded area and/or damage to public walks. Use caution where there is the possibility of damaging adjacent privately owned shrubs, trees, or flowers.
- 3.71.6 Pre-cut all limbs being removed whenever there is a possibility of stripping the bark.
- 3.71.7 Report any structural weakness, decayed trunk or branches, split crotch or branches, or girdling roots within 24 hours of locating to the Forestry Supervisor.
- 3.71.8 No person working in trees shall use shoes with spikes or any other footwear, which will, in the Village's opinion, injure the trees while work is being performed. At no time shall any person working in trees for pruning purposes wear spurs or climbing irons.
- 3.71.9 Upon completion of pruning, there shall be a minimum of 16 feet clearance from house and buildings (including roofs).
- 3.71.10 Clear all streetlight and traffic control devices including non-illuminated signage to allow adequate lighting and sign visibility for the length of the prune cycle. Clear small parkway trees to allow natural growth habit without severely altering the form of the larger tree.

- 3.71.11 It will be the Contractor's responsibility to notify and make arrangements with the utility company for the removal of branches extending through power and/or telephone lines, so the pruning operations will not be delayed.

3.8 CLEANUP

Immediately after trimming of a tree has been completed, the area beneath the tree shall be raked and all debris shall be removed from the area. All streets, driveways, and sidewalks shall be swept clean. Care shall also be taken not to damage other trees, shrubs, or lawn during tree trimming operations.

3.9 SAFETY

When performing tree trimming operations, the Contractor may block off the street and sidewalk in the immediate area of the work to prevent vehicles or pedestrians from entering the work area. Suitable warning signs, "Tree Trimming, Tree Work Ahead, No Through Traffic" shall be furnished and erected by the Contractor at the intersections to adequately warn motorists before they enter the work area. The Contractor shall notify the Superintendent of Operations, who will notify the West Suburban Consolidated Dispatch Center (River Forest, IL), prior to closing off a street and again when it is reopened. For further information on traffic safety, see TRAFFIC CONTROL PLAN.

3.10 REMOVAL OF DEBRIS

All debris from tree trimming operations shall be removed from the site and from the Village of River Forest by the end of that work day. No on-site or Village-owned areas will be designated as storage areas. Payment for removal and disposal of debris is to be included in the unit price. No debris or wood waste shall be given to residents. **Under no circumstances shall debris be left on the parkway or street overnight, or weekends or holidays.**

3.11 CONTRACTOR'S REPRESENTATIVE

The Contractor shall have at all times a competent foreman or superintendent on the job that shall have full authority to act for the Contractor, and to receive and execute orders from the Forestry Supervisor or appointed representative. Any instructions given to such superintendent or person executing work for the Contractor shall be binding on the Contractor as though given to him personally. Contractor's representative must be proficient in the use and interpretation of the English language.

3.12 WORKERS

The Contractors shall employ competent foremen and laborers and shall replace, at the request of the Superintendent of Operations, any incompetent, unfaithful, abusive or disorderly workers in

their employ. Only workers expert in their respective branches of work shall be employed where special skill is required.

3.13 ARBORIST CERTIFICATION & SIMILAR PROJECT EXPERIENCE

There shall be at least one "Certified Arborist" or "Certified Tree Worker" as recognized by the International Society of Arboriculture on the job site at all times. Contractor shall demonstrate that they have a minimum of 5 years of experience with tree trimming projects of similar nature and scope.

3.14 ACCIDENT PREVENTION

The Contractor shall exercise every precaution at all times for the protection of the persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. Any practice obviously hazardous in the opinion of the Village or authorized representative, shall be immediately discontinued by the Contractor upon his receipt of instructions from the Village, or authorized representative, to discontinue such practice.

The Contractor shall abide by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations.

3.15 DAMAGE TO PRIVATE OR PUBLIC PROPERTY

Plywood or other support or protection must be placed on parkway prior to operating or parking vehicle or equipment on or over the parkway. Any/all damage to private or public property as a result of the Contractor's operation shall immediately be reported to the Village and repaired by the Contractor to the property's pre-existing condition.

When and where possible, the Contractor should avoid operating motorized equipment on the parkways, driveways, or public walks while performing work under the provisions of this contract.

3.16 REPORTING

The Contractor shall keep daily records of work completed and submit a copy of these records to the Superintendent of Operations at the end of each work day.

3.17 PUBLIC RELATIONS

The Contractor shall maintain good public relations at all times. The Contractor shall have an English-speaking representative of the company on the job site at all times.

3.18 PARKING

No off-street parking for equipment shall be provided for by the Village of River Forest on any of

the Village's public properties.

3.19 EQUIPMENT

Contractor shall ~~own~~ a crane (not leased or rented) for use in order to minimize damage and expedite work within required time frame.

3.2 CONTRACT WORK HOURS

Contractor shall only work on weekdays (Monday through Friday) between the hours of 7:00 a.m. and 3:30 p.m. Unless previously authorized by the Village, no work will be allowed on weekends or legal holidays as recognized by the Village of River Forest.

3.3 OBSERVANCES OF LAWS, ORDINANCES AND REGULATIONS

The Contractor shall observe all ordinances in relation to obstructing streets or driveways, maintaining signals, keeping open passageways and protecting same where exposed and generally to observe all laws and ordinances controlling or limiting those engaged in public work, which ordinances and laws are made a part of these Specifications.

All Contractors are expected to comply fully and completely with any and all applicable State and Federal statutes, rules and regulations as they relate to hiring, wages, and any other applicable condition of employment.

The Contractor at all times during the life of this contract shall observe and abide by all federal, state and local laws which in any way affect the conduct of the work and with all decrees and orders of courts of competent jurisdiction. The Contractor shall indemnify and save harmless the Village, its officers, agents and employees against any claim or liability arising from or based on his violation of any law, ordinance, regulation, decree of order.

The Contractor shall procure at his own expense all necessary licenses and permits in connection with the work of this contract. Likewise, said Contractor shall furnish all required surety bonds and shall give all necessary foremen notices in connection with the lawful prosecution of the work of his contract.

3.4 TRAFFIC CONTROL PLAN

This item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during tree trimming operations.

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions, and any special details and Highway Standards contained herein and in the plans.

The governing factor in the execution and staging of work for this contract is to provide the

motoring public with the safest possible travel conditions near the work zone. The Contractor shall arrange his operations to keep the closing of any traffic lane(s) of the roadway to a minimum.

3.5 PEDESTRIAN SIDEWALK CONTROL

While overhead tree trimming work is taking place the Contractor shall block off the sidewalk to pedestrian traffic immediately under the trees being removed.

PROPOSAL

VILLAGE OF RIVER FOREST, ILLINOIS

2017 TREE TRIMMING PROGRAM

(Complete in Duplicate)

TO THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF RIVER FOREST, ILLINOIS:

This is a bid for trimming of parkway trees throughout the Village of River Forest as specified in the attached bid of the Village of River Forest attached hereto and made part of this bid.

Size Class	D.B.H.	# of Trees	Unit Price (price per tree)	Sub Total
1	12" to 24" inch diameter	766	\$39.00	\$
2	25" to 36" Inch diameter	150	\$75.00	\$
3	Over 36" Inch diameter	0	\$150.00	\$
Total Amount				\$

*Estimated number of trees to be trimmed: 916

All bids shall be F.O.B. River Forest, Illinois.

Company Name:

Davis Tree Care and Landscape, Inc.

Address:

7459 Franklin St

Forest Park, IL 60130

Contact Phone #:

708-771-8509

Authorized Signature:

[Signature]

Title:

President

(Corporate Seal)

TO THE PRESIDENT AND
BOARD OF TRUSTEES
VILLAGE OF RIVER FOREST

Date: 06/16/17

400 Park Avenue
River Forest, Illinois 60305

1. The undersigned DAVIS TREE CARE AND LANDSCAPING, INC.
(Name of Bidder)

7459 Franklin St. Forest Park, IL 60130
(Address of Bidder)

by Robert R. Davis, as President
(Officer, Attorney, Manager, Secretary)

hereby proposes to furnish all labor, materials, and equipment to perform all Work necessary for the improvements described in the Specifications, and in accordance with the Project's Plans, Specifications and Bid Proposal.

2. The Project's Plans and Specifications are those prepared by The Village of River Forest, 400 Park Ave, River Forest, Illinois 60305, telephone 708-366-8500. The Specifications herein referred to are the applicable Specifications for this Work.
3. The undersigned agrees that the Village reserves the right in receiving these Proposals to waive technicalities and reject any or all Proposals, and to select such Proposal as may be for the best interest of the Village, and yet be in conformity with the Law.
4. In submitting this Proposal, the undersigned further agrees to deposit with this Proposal a Bid bond, cashier's check, or certified check in the amount of not less than ten percent (10%) of the total amount of the Bid; said bond or check to be forfeited to the Village if a Contract is awarded and the Contractor does not furnish a satisfactory surety bond for the completion of the Work, and sign the Contract therefore within ten (10) days after the award of a Contract.
5. In submitting this Proposal, the undersigned further agrees that he and his surety will execute and present within Ten (10) Days after the date of receipt of the Contract from the Village, a performance bond and a labor and material payment bond satisfactory to and in the form prescribed by the Village, in the penal sum of the full amount of the Contract, guaranteeing the faithful performance of Work in accordance with the terms of the Contract.
6. In submitting this Proposal, the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein; and that the Proposal is made without collusion with any other person, firm, or corporation.
7. The undersigned further declares that he has carefully examined the Plans, Specifications and Bid Proposal and that he has inspected, in detail, the site of the proposed Work, and that he has familiarized himself with all of the local conditions affecting the Contract and the detailed requirements of construction, and understands that in submitting this Proposal he waives all right to plead any misunderstanding regarding the same.

8. The undersigned further understands and agrees that if this Proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, and to do all of the Work, and to furnish all of the materials specified in the Contract, in the manner and at the time therein prescribed, and in accordance with the requirements set forth.
9. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined, multiplied by the unit prices shown in the Schedule of Prices contained herein.
10. The undersigned further agrees that if the Village decides to extend or shorten the Project, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the Specifications, he will perform the Work as altered, increased, or decreased at the Contract unit prices.
11. The undersigned further agrees that the Village may, at any time during the progress of the Work covered by this Contract, order other Work or materials incidental thereto and that all such Work and materials as do not appear in the Proposal or Contract as a specific item accompanied by a unit price, and which are not included under the Bid price for other items in this Contract, shall be performed as extra Work, and that he will accept as full compensation the actual cost as determined in the Specifications.
13. The undersigned further agrees to execute a Contract for this Work and present the same to the Village within Ten (10) Days from the date of receipt of the Contract from the Village.
14. The undersigned further agrees to carry the necessary Public Liability Worker's Compensation Insurance to protect the and such others as may be cited in the Specifications, from any claims that may arise in connection with the construction of said Work and furnish a Certificate of Insurance naming said parties as Additional Insureds.
15. The undersigned further agrees to submit a Work schedule to the Village not later than Ten (10) Days after the execution and approval of the Contract and Contract bond, unless otherwise provided, and to prosecute the Work in such manner and with sufficient materials, equipment, and labor and will insure its completion within the time limit specified herein, it being understood and agreed that the undersigned agrees to commence the work no sooner than the **first reported frost date in the fall of 2017** and complete the Work no later than **April 1, 2018**, unless additional time is granted by the Village in accordance with the provisions of the Specifications. In case of failure to complete the Work by the completion date set herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Village shall withhold from such sums as may be due him under the terms of this Contract, the costs as set forth in the SSRBC. These costs will be considered and be treated not as a penalty but as damages due the Village from the undersigned by reasons of inconvenience and added costs to the Village resulting from the failure of the undersigned to complete the Work within the time specified in the Contract. **The undersigned further agrees that unit prices within this Contract will be used to perform tree trimming work as needed in the Village through April 30, 2018.**

16. The undersigned further understands that payment for this Work is to be made in cash and that he is to look to the Village for said payment upon presentation of Waivers of Liens.
17. The undersigned further understands that the Village shall make payments to the Contractor on the Director of Public Works' Estimate only, at intervals of not less than once a month, and at such other times as the Director of Public Works may submit them, for Work performed, or for substantial amounts of material delivered to the improvement site, with a deducted reserve of Ten Percent (10%) to be held until completion of the Contract. No payments will be made until presentation of a duly executed waiver, or waivers of lien, equal to the amount of Director of Public Works' Estimate and the final payment shall be made only upon the Director of Public Works Final Estimate and presentation of final waiver for material and labor furnished together with the Contractor's sworn statement.
18. The undersigned submits herewith his Schedule of Prices covering the Work to be performed under this Contract; he understands that he must show in the Schedule the unit prices for which he proposes to perform each item of Work, that the extensions must be made by him, and that if not so done, his Proposal may be rejected as irregular.

SIGNATURES

(IF AN INDIVIDUAL)

Signature of Bidder

Business Address

Telephone Number

(IF A CO-PARTNERSHIP)

Firm Name

Signed By

Business Address

Telephone Number

(INSERT NAMES & ADDRESSES

OF ALL MEMBERS OF THE FIRM)

(IF A CORPORATION)

Corporate Name

Signed By

President

Business Address

Telephone Number

Fax Number

(INSERT NAMES OF OFFICERS)

President

Secretary

ATTEST:

Treasurer

Secretary

(SEAL)

SUBCONTRACTORS LIST

The Bidder hereby states the following items of Work will not be performed by its organization. (List items to be subcontracted as well as the names, addresses and phone numbers of the subcontractors.)

1) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

2) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

3) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

4) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

5) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

6) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

7) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

8) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

As used in this certificate the term "subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplies or services. If this certificate is submitted as part of a Bid or Proposal the term "Seller" shall be deemed to refer to the Bidder or Offeror, or Subcontractor or Supplier. This certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt Contracts/subcontracts awarded while this certificate is in effect. The undersigned Seller certifies the following to the Village of RIVER FOREST hereinafter referred to as Buyer:

- A. **REPORTS**: Within thirty (30) days after Buyer's award to Seller of any Contract/subcontract and prior to each March 31 thereafter during the performance of Work under said subcontract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein unless Seller has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such report.
- B. **PRIOR REPORTS**: Seller, if it has participated in previous Contract or subcontract subject to the Equal Opportunity Clause (41 C.F.R. Sec. 60-1.4 (a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from Equal Opportunity Clause.
- C. **CERTIFICATION OF NON SEGREGATED FACILITIES**: Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it do not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, Work area, rest rooms, wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise.

C. CERTIFICATION OF NONSEGREGATED FACILITIES: (Cont'd.)

Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A certification on Nonsegregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).

D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM: Prior to 120 days after receipt of any subcontract in the amount of \$50,000 or more from Buyer, if it has 50 or more employees and it is not otherwise exempt under 41 C.F.R. Part 60-1, shall have developed for each of his establishments a written affirmative action compliance program as called for in 41 C.F.R. Sec. 60-1.40. Seller will also require its lower-tier subcontractors who have 50 or more employees and receive a subcontract of \$50,000 or more and who are not otherwise exempt under 41 C.F.R. Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R. Sec. 60-1.40.

E. Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.

Executed this 16 day of JUNE 2016 by:
2017

Davis Tree Care and Landscaping, Inc.
Firm name

By: Robert R. Davis

President
Title

(Seller)

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or Contractor shall receive a grant or be considered for the purposes of being awarded a Contract for the procurement of any property or services from the State unless that grantee or Contractor has certified to the State that the grantee or Contractor will provide a drug free Workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract or grant payments, termination of the Contract or grant and debarment of Contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a Contract or grant of \$5,000 or more from the State.

The Contractor/grantee certifies and agrees that it will provide a drug free Workplace by:

- (a) Publishing a statement:
 - (1) notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or Contractor's Workplace.
 - (2) specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) notifying the employee that, as a condition of employment on such Contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the Workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the Workplace;
 - (2) the grantee's or Contractor's policy of maintaining a drug free Workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the

performance of the Contract or grant and to post the statement in a prominent place in the Workplace.

- (d) Notifying the Contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free Workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Davis Tree Care and Landscaping, Inc.
Printed Name of Organization

Robert R. Davis
Signature of Authorized Representative

Robert R. Davis 06/16/17
Printed Name and Title Date

Requisition/Contract/Grant ID Number

**CERTIFICATION THAT CONTRACTOR IS NOT BARRED FROM
PUBLIC CONTRACTING DUE TO BID-RIGGING OR
BID ROTATING CONVICTIONS**

WHEREAS, a conviction for the offense of Bid-rigging or Bid rotating bars a person or entity from Bidding on public Contracts (720 ILCS 5/33E-3 and 33E-4), and

WHEREAS, Section 33E-11 of the Criminal Code (720 ILCS 5/33E-11) requires Bidders and Contractors to certify on a form provided by the unit of local government or school district that they are not barred from public Contracting due to Bid-rigging or Bid rotating convictions.

NOW THEREFORE, IT IS HEREBY CERTIFIED THAT the undersigned,

Davis Tree Care and Landscaping, Inc.

(individual, firm, corporation or other entity)

is not barred from Bidding on or entering into public Contracts due to having been convicted of Bid-rigging or Bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. The undersigned also certifies that no officers or employees of the Bidder or the Contractor have been so convicted and that the Bidder or Contractor is not the successor company or a new company created by the officers or owners of one so convicted. It is further certified that any such conviction occurring after the date of this certification will be reported to the above public body in writing, within seven (7) days of such conviction, if it occurs during any Bidding process, Contract term or otherwise prior to the entering into any Contract therewith.

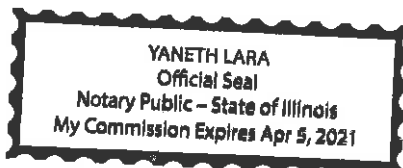
DATE: 06/16/17

By: Robert R. Davis

ATTEST:

Yaneth Lara

(SEAL)



CONTRACTOR CERTIFICATION
SEXUAL HARASSMENT POLICY

Davis Tree Care and Landscaping, Inc. ("Contractor"), having submitted a Bid to the Village of River Forest,
hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance
with 775 ILCS 5/2-105 (A) (4).

Signed by: [Signature] (Corporate Seal)

Title: President
Name & Address of Contractor or Vendor Davis Tree Care and Landscaping, Inc.
7459 Franklin St

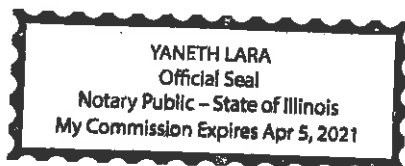
Forest Park, IL 60130

Subscribed and sworn to before me

this 16 day of June, 2016

[Signature]

Notary Public



REFERENCES

1. Project Location: _____ Project Owner: _____
Project Description: _____
Owner's Representative: _____ Phone: _____
Awarded Contract Cost \$ _____ Final Project Cost \$ _____
2. Project Location: _____ Project Owner: _____
Project Description: _____
Owner's Representative: _____ Phone: _____
Awarded Contract Cost \$ _____ Final Project Cost \$ _____
3. Project Location: _____ Project Owner: _____
Project Description: _____
Owner's Representative: _____ Phone: _____
Awarded Contract Cost \$ _____ Final Project Cost \$ _____
4. Project Location: _____ Project Owner: _____
Project Description: _____
Owner's Representative: _____ Phone: _____
Awarded Contract Cost \$ _____ Final Project Cost \$ _____
5. Project Location: _____ Project Owner: _____
Project Description: _____
Owner's Representative: _____ Phone: _____
Awarded Contract Cost \$ _____ Final Project Cost \$ _____



Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 62212910 briefly described as FORESTRY VILLAGE OF RIVER FOREST

for DAVIS TREE CARE AND LANDSCAPING INC

_____, as Principal,
in the sum of \$ TWENTY-FIVE THOUSAND AND NO/100 Dollars, for the term beginning November 07, 2016, and ending November 07, 2017, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 03 day of October, 2016.

WESTERN SURETY COMPANY

By

Paul T. Brundat, Vice President



THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-800-851-7740
Florists' Mutual Insurance Company/Hortica,
Florists' Insurance Services Inc
P O Box 428
1 Horticultural Lane
Edwardsville, IL 62025
Kurt Penn

CONTACT NAME: Jackie Brooks (Account# 226642)
PHONE (A/C No. Ext): 800-851-7740 x1965 **FAX (A/C No.):** 866-819-9256
E-MAIL ADDRESS: jbrooks@hortica.com

INSURED
Davis Tree Care & Landscape Inc
7459 Franklin Street
Forest Park, IL 60130

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: FLORISTS MUT INS CO	13978
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 47246969

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			BP 13341	06/30/16	06/30/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			FMA 009261	06/30/16	06/30/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pesticide/Herbicide Applicator Coverage			BP 13341	06/30/16	06/30/17	Per Occurrence 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is listed as their interest may appear per attached form L2032 (07/12)

Re: Village Permit

CERTIFICATE HOLDER

Village of River Forest
400 Park Ave
River Forest, IL 60305

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Florists Insurance Service Inc P O Box 428 Edwardsville, IL 62025		CONTACT NAME: PHONE: 618-656-4240 FAX: 618-655-2513 E-MAIL: pstriegel@hortica.com ADDRESS:	
INSURED Davis Tree Care & Landscape Inc 7459 Franklin Street Forest Park IL 60130		INSURER(S) AFFORDING COVERAGE INSURER A: LM Insurance Corporation INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC5-39S-347369-016	7/1/16	7/1/17	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDERVillage of River Forest
400 Park Ave
River Forest, IL 60305**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



MEMORANDUM

DATE: January 28, 2019

TO: Eric J. Palm, Village Administrator

FROM: John Anderson, Director of Public Works

SUBJECT: Contract Renewal - 2019 Tree and Stump Removal Program

Issue: Staff is seeking to renew the contract for the 2019 Tree and Stump Removal Program.

Analysis: The removal of approximately 80 parkway trees which will be identified for removal due to disease or the declining health of the tree will be necessary in 2019. This is a continuation of the contractual removal program. It was determined that the contractual removal program is a cost effective method of making sure the needed removals are performed on a continuing basis to supplement tree removals performed by Public Works staff. This program also allows Village forestry crews to continue with their portion of tree pruning and removals throughout the Village.

In 2017 staff received and opened five competitive bids for tree removal. Homer Tree Care, Inc. was the lowest bidder based on the cost of removal for \$14.50 per inch for trees up to 25 inches in diameter, \$19.50 per inch for trees over 25 inches in diameter, and \$75.00 per stump removal as seen in the attached bid tabulation. The amount budgeted for contractual tree removals in fiscal year 2019 is \$44,000. Homer Tree Care, Inc. performed well the past two years in the removal of trees and has agreed to hold their 2017 bid pricing for work performed in fiscal year 2020. They have also had numerous municipal tree removal and pruning contracts throughout the local area in recent years. Homer Tree Care, Inc. has experience working on a variety of tree removal contracts. Accordingly, we recommend the award of the 2019 Tree and Stump Removal Contract to Homer Tree Care, Inc.

Recommendation: If the Village Board concurs with Staff's recommendation, the following motion would be appropriate: Motion to award the 2019 Tree and Stump Removal Program to Homer Tree Care, Inc. in the not to exceed amount of \$44,000 and authorize the Village Administrator to execute the contract agreement.



MEMORANDUM

DATE: January 28, 2019

TO: Eric J. Palm, Village Administrator

FROM: John Anderson, Director of Public Works

SUBJECT: Approval of Resolution for Construction on State Highways

Issue/Analysis: Attached is a copy of a letter from the Illinois Department of Transportation (IDOT) explaining the permitting process for construction or maintenance work within a State maintained right-of-way. The letter further explains that for municipal entities, the adoption of a resolution exempts us from their bonding requirements. The attached (proposed) resolution for 2019, 2020, 2021, and 2022 is identical to resolutions the Village has passed in previous years. Although IDOT's letter indicates resolutions should be enacted for periods of two years, they do allow resolutions for periods of four years (as Staff is recommending).

Requested Board Action: Motion to approve a Resolution for Construction on State Highways.



Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

PERMITS

Resolution for Construction on State Highway

January 8, 2019

The Honorable Cathy Adduci
Village President
Village of River Forest
400 Park Avenue
River Forest, IL 60305

Dear Village President Adduci:

Chapter 121 of the Illinois revised statutes requires that any person, firm or corporation desiring to do work on state maintained rights of way must first obtain a written permit from the Illinois department of transportation. This includes any emergency work on broken watermains or sewers.

A surety bond is required with each permit application to insure that all work is completed in accordance with state specifications and that the right of way is properly restored.

For permit work to be performed by employees of a municipality a resolution is acceptable in lieu of the surety bond. This resolution does not relieve contractors hired by the municipality from conforming with the normal bonding requirements nor from obtaining permits.

The resolution should be enacted for a period of two years. This procedure will save time and effort as well as reduce the annual paperwork associated with an annual resolution.

In order to expedite the issuance of permits to your municipality during the next two calendar years the attached sample resolution should be adopted and a signed and certified copy thereof returned to this office. This resolution does not constitute a blanket permit for work in the State system. A separate application must be made in each instance. In the case of an emergency, verbal authority may be given prior to receipt of the written application. After normal working hours or weekends, this authority can be obtained from our Communications Center at (847)705-4612.

January 8, 2019

Page two

We would appreciate the cooperation of your community in withholding the issuance of building permits along State highways until the builder shows evidence of a State highway permit having been obtained. Our permit staff would be willing to answer any questions you may have regarding current policies or practices and to work with your planning commission on any new developments within your municipality.

Do not hesitate to contact Ms. Beverly Hawley, Office Coordinator at (847) 705-4142.

Very truly yours,

Anthony J. Quigley, P.E.
Region One Engineer

By: 

Thomas G. Gallenbach, P.E.
Traffic Permits Engineer

RESOLUTION _____

WHEREAS, the Village of River Forest, hereinafter referred to as MUNICIPALITY, located in the County of Cook, State of Illinois, desires to undertake, in the years 2019, 2020, 2021, and 2022 the location, construction, operation and maintenance of driveways and street returns, watermains, sanitary and storm sewers, street light, traffic signals, sidewalk, landscaping, etc., on State highways, within said MUNICIPALITY, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois hereinafter referred to as Department, and

WHEREAS, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the MUNICIPALITY or by a private person or firm under contract and supervision of the MUNICIPALITY.

NOW, THEREFORE, be it resolved by the MUNICIPALITY:

FIRST: That the MUNICIPALITY hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the Department, and to hold State of Illinois harmless during the prosecution of such work, and assume all liability for damages to person or property due to accidents or otherwise by reason of the work which is to be performed under the provision of said permit.

SECOND: That all authorized officials of the MUNICIPALITY are hereby instructed and authorized to sign said working permit on behalf of the MUNICIPALITY.

NOW, THEREFORE, BE IT RESOLVED that this Resolution shall be in full force and effect after its adoption and approval as provided by law.

APPROVED this 28th day of January, 2019.

AYES:

NAYS:

ABSENT:

Village President

ATTEST:

Village Clerk

Village of River Forest



POLICE DEPARTMENT MEMORANDUM

TO: Eric Palm- Village Administrator

FROM: James O'Shea- Chief of Police

DATE: January 24, 2019

SUBJECT: Authorization to Purchase Vehicle

Issue: The Village's FY19 budget includes \$41,910 in the Capital Equipment Replacement Fund allocated for the purchase of a replacement for police Squad #4, which includes the purchase of the vehicle and police specific up-fitting equipment.

Analysis: As part of the Department's ongoing vehicle replacement plan, we have scheduled the replacement of a 2016 Ford Interceptor Utility AWD marked patrol vehicle (Squad #4) this fiscal year.

We are recommending replacing the Ford Interceptor Utility patrol vehicle with a 2019 Dodge Durango AWD Police Service Vehicle, which is all-wheel drive (AWD) and will continue to allow versatility in inclement weather or road conditions. The Durango will serve as a front line police vehicle that is equipped with a myriad of specialized first responder and emergency equipment, such as less lethal response tools, rapid deployment gear, and heavy duty rescue items that could be deployed during natural disasters, vehicle entrapments, or fires.

The Durango also projects a useful life expectancy of about 1 to 2 years longer than a standard Dodge Charger or Ford Explorer. In addition, the quoted purchase price of the Durango is several thousand less than the current state contract price of the base 2020 Ford Interceptor Utility. Lastly, as the proposed Dodge Durango is eventually transitioned off of the front line patrol fleet as it ages, it will remain a useful service vehicle for not only the Police Department, but also, the Public Works Department or the Fire Department.

The 2016 Ford Interceptor Utility vehicle will have approximately 75,000-80,000 miles at the time of replacement and will be converted to replace a secondary line unit.

The Department researched law enforcement special bid options and determined that Thomas Dodge price, using the Suburban Purchasing Cooperative (SPC) bid, for the proposed Durango was several thousand dollars less than the state contract pricing for comparable Ford or Chevy Police Utilities. Therefore, staff is seeking authorization to purchase one (1) 2019 Dodge Durango Police Service Vehicle Package at a price of \$31,447.00. Up-fit equipment will be purchased upon delivery of the vehicle.

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

Motion to authorize the purchase of one (1) 2019 Dodge Durango AWD Police Service Vehicle Package at a price of \$31,447.00 from Thomas Dodge using the FY19 budgeted amount in the Capital Equipment Replacement Fund.

THOMAS DODGE CHRYSLER-JEEP**of Highland, Inc.**

YOUR FAVORITE DODGE BOYS

9604 INDIANAPOLIS BLVD.
HIGHLAND, INDIANA 46322
(219) 924-6100 • FAX 922-2295

www.ThomasAutoGroup.com

January 21, 2019

Chief James O'Shea
River Forest Police Dept.
400 Park Ave.
River Forest, IL 60305

Dear Chief O'Shea:

We are pleased to quote on your new vehicle. Vehicle shall be
2019 Dodge Durango pursuit per attached specs with the following
option:


*5.7L hemi V-8

Price: \$31,447.00

Vehicle is in stock for immediate delivery. Note price includes 6"
left spotlight. If not required, deduct \$250.00.

Thank you for the opportunity to quote and if you have any questions,
feel free to call 708:403-8801 ext 5.

Yours truly,


Steve Kizaric
Fleet Manager**DODGE****CHRYSLER****Jeep**

2019 DODGE DURANGO AWD POLICE SERVICE PURSUIT

\$28,997.00 *

***Backup Camera included!**

***6" halogen spot included!**

***Full spare standard!**

**NEW! Pursuit Rated- pursuit suspension, modified axles,
lower axle ratio for better acceleration, 4 wheel traction control, enhanced front
grill & bumper...(available with V-6 or V-8)**

Standard Equipment

Wheelbase: 119.8"
GVW: 6500#
Engine: 3.6L V-6, 290 HP, HD cooling, E85
Engine oil cooler: yes
Transmission: 8 speed automatic
Transfer case: AWD
Front axle: HD
Steering: power electro-hydraulic
Brakes: police special HD w/anti-lock
Suspension: HD w/sway control
Height control suspension: rear
Wheels: 18x8 aluminum
Tires: P265/60R18
Electrical: 220 amp alt, 800 cca battery
Fuel tank: 24.6 gallon
Traction Control: yes
Rear AC & Heat: yes
Stability control: yes
Blue Tooth Voice Command: yes

Air Conditioning: dual zone front
Glass: sunscreen
Tilt & telescope wheel: yes
Power windows & locks: yes
Keyless & illuminated entry: yes
Speed control: yes
Wipers: interval
Radio: AM/FM/BT
with steering auto controls
Mirrors: 6x9 power heated
Air bags: front,side, seat
Rear hatch: defrost & wiper
Flooring: carpet w/mats
Front seats: cloth bucket
Rear seat: 60/40 bench folding
Console: center w/floor shift
Power outlets: front & rear
Fog lights: yes
Auto dimming rearview mirror: yes

Included Police Special Equipment

6" Unity driver side spotlight...white/red dome...4 key fobs

Optional

Class IV receiver & wire harness & full spare...\$750.00 Engine Block heater...\$90.00
Skid plates: fuel, t-case, frt. suspension, underbody...\$275.00
* 5.7L Hemi V-8...\$2450.00
Blind spot & cross path detection...\$350.00



MEMORANDUM

DATE: January 28, 2019

TO: Eric Palm, Village Administrator

FROM: John Anderson, Director of Public Works

SUBJECT: Approval of the Amended Membership Agreement for the Geographic Information System Consortium (GISC)

Issue: Staff recommends approval of the updated Membership Agreement for the Geographic Information System Consortium (GISC). This agreement has traditionally been executed by a community upon joining the GISC. This is the first time the agreement has been updated.

Analysis: The Village of River Forest joined the Geographic Information System Consortium (GISC) in 2015 and now includes 35 communities. The GISC is based on a shared services model. The Consortium communities share the time and services of a regional provider who oversees the day-to-day activities associated with a GIS operation. Municipal GIS Partners, Inc. (MGP) has been the contract service provider for GISC since its inception.

The purpose of the Membership Agreement is to establish an intergovernmental partnership for GIS services between member communities. The Consortium itself is governed by by-laws established by all of the members. While the by-laws have been periodically updated to reflect the changes and growth of the consortium, the membership agreement has never been updated. As such, a review of the membership agreement was done this year to ensure that it is consistent with the by-laws.

At the November 15, 2018 GISC Board Meeting, the Board unanimously approved amendments to the Membership Agreement for the GISC. This amended agreement should be signed by all member communities and submitted to MGP. The changes to the membership agreement are minimal and will create consistency between the agreement and the consortium by-laws. The changes include:

- Amending the shortened name of the Consortium from GISCon to GISC
- Amending the officers to reflect the creation of an Executive Board of Directors as approved in 2017

Recommendation: If the Village Board concurs with Staff's recommendation, the following motion would be appropriate: Motion to approve the Amended Membership Agreement for the Geographic Information System Consortium.

BY-LAWS OF THE GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM

ARTICLE I - NAME AND PURPOSE

Section 1 This organization shall be known as the Geographic Information System Consortium (GISC).

Section 2 The purpose of GISC is to reduce the cost and risk associated with achieving the full benefits of GIS through the sharing of ideas, innovations, experiences and costs among member communities.

ARTICLE II - AUTHORITY

Section 1 GISC was originally formed in 1997, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970 and Section 3 of the Illinois Intergovernmental Cooperation Act authorize and encourage the entering into of Intergovernmental Agreements between units of local government.

ARTICLE III - MEMBERSHIP

Section 1 The members of GISC are recorded with the Secretary-Treasurer of the GIS Consortium.

Section 2 Other municipalities may become members of GISC upon adoption of the Agreement for Creation of a Geographic Information System Consortium ("Agreement") by the corporate authorities of the municipality and approval by a two-thirds (2/3) vote of the Board of Directors.

Section 3 Members who fail to meet their obligations in accordance with the Agreement or with these By-laws may be suspended or expelled from membership by a two-thirds (2/3) vote of the Board of Directors.

Section 4 New Governmental Units joining shall be admitted only upon the favorable vote of two-thirds (2/3) of the Board of Directors whether or not such Members are present and voting. The Board may impose conditions upon the admission of Members other than the Charter Members.

ARTICLE IV - BOARD OF DIRECTORS

Section 1 The Board of Directors shall consist of the Directors and Alternate Directors appointed by the Corporate Authorities of each Member. In order for GISC to develop data processing and management information systems which will be of maximum value to Member Governmental Units, the Members shall appoint, as their Directors and Alternates, a chief administrative officer, a department head or employees with significant management responsibility and experience. The Board of Directors shall be the governing body of GISC, with authority to take all appropriate actions and to perform all duties to accomplish the purposes of GISC.

Section 2 The Board of Directors shall establish an Operational Plan, of which these By-laws and subsequent policies or procedures are an integral part, to provide a system of communications among its members for law enforcement purposes, or as otherwise approved by the Board of Directors.

Section 3 Votes may be cast via telephone, Internet, conference calls, email or in person and all votes must be cast in accordance with the By-laws.

Section 4 Each Director and alternate Director shall be appointed to serve until a successor is appointed.

Section 5 When the Corporate Authorities of a Member appoints a Director or an alternate Director notice of such appointment shall be given to GISC in writing. Such notice shall include the mailing address and email address of each person so appointed. The names and addresses shown on such notices may be used as the official names and addresses for the purposes of giving any notices required by this Agreement or by the By-laws of GISC. Notice to GISC shall be made to the President of GISC at the address of the President.

Section 6 Any Director or Alternate Director shall be subject to removal by the appointing Corporate Authority of the Member, at any time, with or without cause.

Section 7 The Corporate Authority of the Member whose Director position on the Board of Directors is vacant shall fill a vacancy on the Board.

Section 8 A Director (or Alternate) shall not be eligible to vote on behalf of the Governmental Unit during the time that such Governmental Unit is in default on any contribution to GISC or on any contract with GISC. During the existence of any default, the vote(s) of such Governmental Unit shall not be counted as eligible vote(s) for the purposes of this Agreement. If a Governmental Unit remains in default for a period of more than 90 days on any billing from GISC, the membership of such Governmental Unit automatically shall terminate. Notwithstanding the foregoing, however, all outstanding financial obligations to GISC shall remain enforceable.

ARTICLE V – EXECUTIVE BOARD

Section 1 The officers of the Executive Board shall consist of a President, President-Elect, Vice President, Secretary-Treasurer, Past President, Ad Hoc Chair, Four- At-Large Officers, one each representing the following: Public Works/Engineering, Administration/Finance, Community Development and Public Safety. All officers, except for At-Large Representatives shall Members of the Board of Directors in good standing and their term of office shall be for a period of one year, or until their successor has been qualified. At-Large Officers shall hold a term for two years or until their successor has been qualified. When a vacancy occurs mid-term, the Board of Directors shall, at the next meeting of the Board, elect a successor for the remainder of the term of office.

New officers shall take office at the adjournment of the annual meeting of the Board at which they are elected.

Section 2 The President serves as the chief executive officer of the GISC and shall preside at all Board of Directors and Executive Board meetings including the final meeting prior to the new Board and will appoint members of all committees (except the Executive Board members, who shall be elected). The President shall have served as President-Elect.

Section 3 The President-Elect shall provide general assistance to the President, and shall perform the duties of the President in the absence of the President. The President-Elect shall preside over Board of Directors meetings in the absence of the President. The President-Elect shall be responsible for facilitating an annual strategic goal discussion.

The President-Elect shall have been a Director for at least two years prior to ascending to the role of President-Elect. At the end of the President-Elect's term, the President-Elect shall automatically ascend to the office of President.

Section 4 The Vice President shall provide general assistance to the President and conduct an annual review of the by-laws.

Section 5 The Secretary-Treasurer shall be responsible for insuring the proper maintenance of minutes, records, standard operating procedures, and documents of the Association. The Secretary-Treasurer shall prepare an annual review and adoption by the Board and approve the financial transactions including approval of vouchers and checks.

Section 6 The Past President shall provide general assistance to the President and shall chair a Nominating Committee, appointed by the President, and present a recommended slate of candidates for election each year for the positions of President-Elect, Vice President, and Secretary-Treasurer. A recommended slate shall be presented at the November meeting each year.

Section 7 The Board of Directors may delegate various administrative functions to the Service Provider. These functions may include, but are not limited to: maintenance of GISC records, preparation and administration of the budget, performing accounting, investment and financial transactions on behalf of the Secretary-Treasurer, maintenance of membership records and various staff support service to the Board of Directors.

Section 8 GISC may purchase public official's insurance or errors and omissions insurance for its Directors.

ARTICLE VI – ELECTION OF OFFICERS

Section 1 Nominations for officers shall be made by a Nominating Committee consisting of the immediate Past President, who will serve as Chair, and four Directors appointed by the President.

Section 2 The Nominating Committee shall invite nominations from among the Directors prior to the September meeting.

Section 3 In performing their task, the Nominating Committee shall weigh factors such as: desire to serve, past contributions to the GISC, and geographic representation in selecting a slate of candidates

Section 4 The Nominating Committee shall present a slate of candidates at the September Board Meeting.

Section 5 In the event of a contested election, the election of officers shall be by ballot prior to the November meeting. In the event of an uncontested election, officers shall be elected by unanimous consent of the membership at the November meeting and no ballot is required.

ARTICLE VII - MEETINGS

Section 1 Regular meetings of the Board of Directors shall be held three times per year at a time and place determined by the Executive Board. Special meetings may be called by the President, a majority of the Executive Board, or by one-third (1/3) of the Directors.

Section 2 The Executive Board shall meet bi-monthly at a time and place determined by the President.

Section 3 A majority of the members shall constitute a quorum for meetings of the Board of Directors and Executive Board.

Section 4 The current edition of Robert's Rules of Order shall govern meetings in all cases in which they are applicable and not inconsistent with these By-laws.

Section 5 At the November meeting of the Board of Directors each year, the Board of Directors shall elect from its Directors a President-Elect, a Vice-President, and a Secretary-Treasurer. Biennially, four- At-Large Officers, one each represent the following: Public Works/Engineering, Administration/Finance, Community Development and Public Safety shall be elected.

Section 6 At the organizational meeting, or as soon thereafter as reasonably possible, the Board of Directors shall adopt By-laws governing its procedures. Such By-laws may be amended from time to time with approval of two-thirds (2/3) of the Board.

Regular public meetings of the Board of Directors, however, shall be held at least annually.

Section 7 Notice of regular meetings of the Board of Directors shall be given to the Directors and Alternates by the Secretary-Treasurer of the Board at least fifteen (15) days in advance and the agendas for such meetings shall accompany the notice. However, business at regular meetings of the Board need not be limited to matters set forth in the agenda.

Section 8 Special meetings of the Board of Directors may be called by the President or upon the request of a majority of the Directors. Five (5) days notice of special meetings shall be given to the Directors and alternates. Such notice shall include the agenda for the special meetings.

ARTICLE VIII - COMMITTEES

Section 1 The Board of Directors have established the following committees: Nominating, Membership, Finance/Administration and Ad-Hoc. The Committees shall meet quarterly or as determined by the Committee Chair. Committees shall consist of a maximum of 20% of the membership of the Service Provider.

Section 2 The purpose of each Committee and make-up is established below:

- *Membership*-marketing, outreach, vetting new members and retention
Chair- Vice President
- *Nominating*- per the by-laws, will slate the candidates for the next year
Chair- Past President
- *Finance/Administration*-contract administration, treasurer, RFPs
Chair- Secretary-Treasurer
- *Ad- Hoc*- Based on annual priorities

ARTICLE IX - DUES AND ASSESSMENTS

Section 1 The annual dues, if any, shall be prescribed by the Board of Directors and shall be payable to the Secretary-Treasurer when required by the Board. All assessments approved by the Board of Directors shall be binding upon all members and payment shall be a condition of membership.

Section 2 Any member who fails to tender the annual dues or assessments shall be suspended from membership, subject to reinstatement upon payment of all delinquencies.

ARTICLE X - COMPENSATION

Section 1 Officers and members of the Board of Directors shall serve without compensation.

Section 2 The Board of Directors may approve compensation, as needed, for all other professional services required by GISC.

Section 3 GISC may accept donations, apply for and use grants or loans of money or other property from the state or any other Governmental Units or organizations and may enter into agreements and may hold, use and dispose of such money or property in accordance with the terms of the donation, grant, loan or agreement.

ARTICLE XI - PROPERTY

Section 1 The equipment, property and supplies purchased by GISC through assessments or otherwise acquired in its name, shall remain the property of GISC. Any equipment, property and supplies titled to GISC at the time of the adoption of these By-laws shall remain titled to GISC.

Section 2 GISC shall maintain a list concerning the description and location of such equipment, property and supplies.

Section 3 GISC equipment shall not be changed or modified without approval of the Board of Directors.

ARTICLE XII - AMENDMENTS

Section 1 These By-laws may be amended at any meeting of the Board of Directors by a two-thirds (2/3) vote of those Directors present, provided the amendment and notice of the meeting shall have been sent to the Directors not less than fifteen (15) days prior to the meeting.

ARTICLE XIII - DISSOLUTION

Section 1 If at any regular meeting or at a special meeting called for the purpose of dissolution, GISC shall be dissolved whenever (a) a sufficient number of Members withdraw from GISC to reduce the total number of Members to less than two (2) or (b) by two-thirds (2/3) vote of all Directors.

ARTICLE XIV – ANNUAL FINANCIAL AUDIT

Section 1 A committee of three Board Directors will be appointed by the President each year to perform an internal financial audit. The results of this audit will be presented at the first meeting of each year. The audit period will be the preceding calendar year.

ARTICLE XV- VOTING

Section 1 The following items require a vote at the Board of Directors:

- Budget
- Annual Report Approval
- Audit
- Officer Election
- Fiscal Policies
- By-Laws
- Agreements

Section 2 The following items may be voted on by the Executive Board:

- New Members
- Purchasing Authority Set By State of Illinois
- RFP Award Recommendations

ARTICLE XV - EFFECTIVE DATE

These By-laws shall be in full force and effect from and after their passage and approval.

AYES: _____ NAYS: _____

PASSED this _____ day of _____, _____

APPROVED this _____ day of _____, _____

APPROVED:

President

Vice President

ATTEST:

Secretary-Treasurer

ARTICLE XVI – AYES SIGNATURES

Director
City of Highland Park

Director
Village of Glencoe

Director
City of Park Ridge

Director
Village of Lincolnshire

Director
City of Des Plaines

Director
Village of Deerfield

Director
Village of Morton Grove

Director
Village of Winnetka

Director
Village of Skokie

Director
Village of Lincolnwood

Director
Village of Glenview

Director
Village of Norridge

Director
Village of Wheeling

Director
Elk Grove Village

Director
Village of Riverside

Director
Village of Oak Brook

<hr/>	Director City of Lake Forest
<hr/>	Director Village of Tinley Park
<hr/>	Director Village of Mundelein
<hr/>	Director Village of Woodridge
<hr/>	Director Village of Buffalo Grove
<hr/>	Director Village of Northbrook
<hr/>	Director Village of Glen Ellyn
<hr/>	Director Village of La Grange
<hr/>	Director Village of Schiller Park
<hr/>	Director Village of Oak Park
<hr/>	Director City of Rolling Meadows
<hr/>	Director Village of Carol Stream
<hr/>	Director Village of Bensenville

Director
Village of River Forest

Director
City of Crystal Lake

Director
Village of Wilmette

MEMBERSHIP AGREEMENT FOR A GEOGRAPHIC
INFORMATION SYSTEM CONSORTIUM

This Agreement is entered into this ____ day of _____, 20____, by and between the municipalities that have executed this Agreement pursuant to its terms (all municipalities are collectively referred to as “Parties”).

W I T N E S S E T H:

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and Section 3 of the Illinois Intergovernmental Cooperation Act authorize and encourage the entering into of Intergovernmental Agreements between units of local government;

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement setting forth the responsibilities of the Parties with regard to the operation of a consortium to develop and share geographic information system information;

WHEREAS, the Parties desire to limit the cost of developing geographic information systems for their communities by participating in group training, joint purchasing and development and innovation sharing;

NOW, THEREFORE, in consideration of the mutual covenants of this Agreement and other good and valuable consideration, the Parties agree as follows:

I. General Purpose

The general purpose of this Agreement is to provide for an organization through which the Parties may jointly and cooperatively procure professional services for the establishment,

operation and maintenance of a geographic information system for the use and benefit of the Parties.

II. Construction and Definitions

Section 1. The language in the text of this Agreement shall be interpreted in accordance with the following rules of construction:

- (a) The singular number includes the plural number and the plural the singular,
- (b) The word “shall” is mandatory; the word “may” is permissive; and
- (c) The masculine gender includes the feminine and neuter

Section 2. When the following words and phrases are used, they shall, for the purposes of this Agreement, have the meanings respectively ascribed to them in this Section, except when the context otherwise indicates.

- (a) “GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM” or “GISC” means the organization created pursuant to this Agreement.
- (b) “GIS,” means geographic information system.
- (c) “BOARD” means the Board of Directors of GISC, consisting of one (1) Director (and one (1) alternate Director) from each governmental unit, which is a member of GISC.
- (d) “CORPORATE AUTHORITIES” means the governing body of the member governmental unit.
- (e) “MEMBER” means a Governmental Unit, which enters into this Agreement and is, at any specific time not in default as set forth in this Agreement.
- (f) “FORMER MEMBER” means any entity, which was once a Member, but has either withdrawn from GISC or whose membership was terminated pursuant to this Agreement.
- (g) “UNIT OF LOCAL GOVERNMENT” or “GOVERNMENTAL UNIT” means and includes any political subdivision of the State of Illinois or any department or agency of the state government or any city, village or any taxing body.
- (h) “SOFTWARE” means computer programs, form designs, user manuals, data specifications and associated documentation.

- (i) “SERVICE PROVIDER” means any professional services firm(s) that GISC designates as the firm(s) to establish, operate, maintain or support geographic information systems, for the Members.
- (j) “SECONDARY SERVICE PROVIDER” means a Service Provider not limited to a supplier of software, hardware, mapping or other services.
- (k) “INTELLECTUAL PROPERTY” means any and all software, data or maps generated by or for GISC. Such intellectual property shall be considered privileged and confidential trade secrets and shall constitute valuable formulae, design and research data or which Members have given substantial consideration.

III. Membership

Section 1. Any Governmental Unit may be eligible to become a member of GISC.

Section 2. A Governmental Unit desiring to be a member shall execute a counterpart of this Agreement and shall pay initial membership dues of a minimum of Four Thousand Dollars (\$4,000) and a maximum of Twenty Thousand Dollars (\$20,000) to be pro-rated in accordance with the formula contained in Exhibit A. Payment shall be made to the Secretary-Treasurer, or equivalent, of GISC to offset the cost of the legal and administrative expenses of the formation, operation and administration of GISC.

Section 3. Members shall enter into a GIS service contract, with the Service Provider substantially conforming with the agreement attached in Exhibit B or as modified by the GISC Board, within one (1) year of signing this Agreement. Members are expected to enter into any agreements with Secondary Service Providers deemed necessary for the functioning of GISC within a reasonable time as determined by the Board of Directors. Members shall be subject to the provisions of this Agreement, including but not limited to Article XIV.

Section 4. Any Governmental Unit desiring to enter into this Agreement may do so by the duly authorized execution of a counterpart of this Agreement by its proper officers. Thereupon, the clerk or other corresponding officer of the Governmental Unit shall file a duly executed copy of the Agreement, together with a certified copy of the authorizing resolution or other action, with the GISC President. The resolution authorizing the execution of the Agreement shall also designate the first Director and alternate for the Member.

Section 5. The Charter Members shall be the Members consisting of Glencoe, Highland Park, Lincolnshire and Park Ridge.

Section 6. Any Member joining GISC agrees, upon joining, that if it is to become a Former Member, it will be bound by all of the obligations of a Former Member as set forth in this Agreement.

Section 7. Former members will require a favorable vote of two-thirds (2/3) majority of the Board of Directors in order to rejoin the GISC.

IV. Board of Directors

Section 1. The governing body of GISC shall be its Board of Directors. Each Member shall be entitled to one (1) Director, who shall have one (1) vote.

Section 2. Each Member shall also be entitled to one Alternate Director who shall be entitled to attend meetings of the Board and who may vote in the absence of the Member's Director.

Section 3. The Corporate Authorities of each Member shall appoint Directors and Alternate Directors. In order for GISC to develop data processing and management information systems of maximum value to Member Governmental Units, the Members shall appoint, as their Director and Alternate, a chief administrative officer, a department head and employees with significant management responsibility and experience. Directors and Alternates shall serve without compensation from GISC.

Section 4. A vacancy shall immediately occur in the office of any Director upon his resignation, death, removal by the Corporate Authorities of the Member, or ceasing to be an employee of the Member.

V. Powers and Duties of the Board

Section 1. The powers and duties of the Board shall include the powers set forth in this Article.

Section 2. It shall take such action, as it deems necessary and appropriate to accomplish the general purposes of the organization in negotiating with a Service Provider to determine

annual rates and usage levels for the members and other ancillary powers to administer GISC.

Section 3. It may establish and collect membership dues.

Section 4. It may establish and collect charges for its services to Members and to others.

Section 5. It may exercise any other power necessary and incidental to the implementation of its powers and duties.

VI. Officers

Section 1. The officers of the Executive Board and their powers and duties are defined in the By-Laws.

VII. Financial Matters

Section 1. The fiscal year of GISC shall be the calendar year.

Section 2. An annual budget for the next fiscal year shall be adopted by the Board at the annual meeting by December 31st of each year. Copies shall be provided to the chief administrative officer of each Member.

Section 3. The Board shall have authority to adjust cost sharing charges for all Members in an amount sufficient to provide the funds required by the budgets of GISC.

Section 4. Billings for all charges shall be made by the Board and shall be due when rendered. Any Member whose charges have not been paid within 90 days after billing shall be in default and shall not be entitled to further voting privileges or to have its director hold any office on the Board and shall not use any GISC facilities or programs until such time as such Member is no longer in default. Members in default shall be subject to the provisions within this Agreement. In the event that such charges have not been paid within 90 days of such billing, such defaulting Member shall be deemed to have given, on such 90th day, notice of withdrawal from membership. In the event of a bona fide dispute between the Member and the Board as to the amount which is due and payable, the member shall nevertheless make such payment in order to preserve its status as a Member, but such payment may be made under protest and without prejudice to its right to dispute the amount of the charge and to pursue any legal remedies available to it. Withdrawal shall not relieve any such Member from its financial obligations as

set forth in this Agreement.

Section 5. Nothing contained in this Agreement shall prevent the Board from charging nonmembers for services rendered by GISC, on such basis, as the Board shall deem appropriate.

Section 6. It is anticipated that certain Members may be in a position to extend special financial assistance to GISC in the form of grants. The Board may credit any such grants against any charges, which the granting Member would otherwise have to pay. The Board may also enter into an agreement, as a condition to any such grant, that it will credit all or a portion of such grant towards charges, which have been made or in the future may be made against one or more specified Members.

Section 7. The Board, in accordance with procedures established in the By-Laws may expend board funds. The Board must authorize all expenditures by simple majority.

VIII. Termination of Membership

Section 1. Failure to enter into an agreement with the Service Provider within one (1) year of GISC's designation of the Service Provider shall be cause for the termination of membership. A 30-day written notice will be given to a Member that fails to enter into an agreement with the Service Provider as provided in this Section. Upon the failure to enter into an agreement at the end of the thirty-day (30) notice period, its membership shall be terminated.

Section 2. Failure to enter into an agreement within thirty 30 days of expiration of the previous agreement with Service Provider shall result in membership termination.

Section 3. A member may be terminated for cause based on an affirmative vote of two-thirds (2/3) of the Board of Directors.

Section 4. Upon termination of any Member, the Member shall be responsible for:

- (a) All of its pro-rated share of any obligations;
- (b) Its share of all charges to the effective date of termination; and
- (c) Any contractual obligations it has separately incurred with GISC or the Service Provider.

Section 5. A Member terminated from membership at a time when such termination does not result in dissolution of GISC, shall forfeit its claim to any assets of GISC. Any terminated

Member shall be subject to the provisions described elsewhere in this agreement.

IX. Withdrawal

Section 1. Any Member may at any time give written notice of withdrawal from GISC. The nonpayment of charges as set forth in this Agreement or the refusal or declination of any member to be bound by any obligation to GISC shall constitute written notice of withdrawal.

- (a) Actual withdrawal shall not take effect for a period of six (6) months from the date of such notification.
- (b) Upon effective withdrawal the withdrawing member shall continue to be responsible for:
 - (i) All of its pro-rated share of any obligations;
 - (ii) Its share of all charges to the effective date of termination;
 - (iii) Any contractual obligations it has separately incurred with GISC or the Service Provider(s).

Section 2. A Member withdrawing from membership at a time when such withdrawal does not result in dissolution of GISC shall forfeit its claim to any assets of GISC. Any Member that withdraws shall be subject to the provisions of this Agreement. In addition, any Member withdrawing shall promptly remove, at its own expense, any and all software, maps or other data that was not developed exclusively for the Member's benefit, except under terms as provided for elsewhere in this Agreement. The withdrawing Member shall, within thirty (30) days of withdrawal, file a certification with the Board, verifying compliance with this Section.

X. Dissolution

Section 1. GISC shall be dissolved whenever:

- (a) A sufficient number of Members withdraw from GISC to reduce the total number of Members to less than two (2) or
- (b) By two-thirds (2/3) vote of all Directors.

Section 2. In the event of dissolution, the Board shall determine the procedures necessary to affect the dissolution and shall provide for the taking of such measures as promptly as

circumstances permit subject to the provisions of this Agreement.

Section 3. Upon dissolution, after payment of all obligations the remaining assets of GISC shall be distributed among the then existing Members in proportion to their contributions to GISC during the entire period of such Member's membership, as determined by the Board. The computer software that GISC developed for its membership shall be available to the Members, subject to such reasonable rules and regulations, as the Board shall determine.

Section 4. If, upon dissolution, there is an organizational deficit, such deficit shall be charged to and paid by the Members and Former Member in accordance with obligations as described in Article IX on a pro-rata basis, the pro-rata basis is calculated from the Members' contributions to GISC during the two (2) years preceding the date of the vote to dissolve.

Section 5. In the event of dissolution the following provisions shall govern the distribution of computer software owned by GISC:

- (a) All such software shall be an asset of GISC.
- (b) A Member may use any software developed during its membership in accordance with this agreement, upon:
 - (i) Paying any unpaid sums due GISC,
 - (ii) Paying the costs of taking such software, and
 - (iii) Complying with reasonable rules and regulations of the Board relating to the taking and use of such software. Such rules and regulations may include a reasonable time within which any Member must take such software.

XI. General Conditions

Section 1. Notice. All notices hereunder shall be in writing, and shall be deemed given when delivered in person or by United States certified mail, with return receipt requested, and if mailed, with postage prepaid. All notices shall be addressed as follows:

If to GISC:

President of GISC

With a copy to the GISC Secretary-Treasurer, or equivalent.

If to Member:

Each party shall have the right to designate other addresses for service of notices, provided notice of change of address is duly given.

Section 2. The Parties certify that they are not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that they each have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

XII. Duration

This agreement shall continue in effect indefinitely, until terminated in accordance with its terms or until GISC is dissolved.

XIII. Member Software Usage

Section 1. No Member or Former Member shall:

- (a) Permit any other parties to use, modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction) or create derivative works based on the software;
- (b) Copy the software, unless part of normal backup procedures;
- (c) Sell, rent, lease, license, give away or grant a security interest in or otherwise transfer rights to the software; or
- (d) Remove any proprietary notices or labels on the software without written permission from the Board.

Section 2. In the event of default, withdrawal or termination of membership of a

Member, that Member may use, under license granted by the Board, any software developed during its membership upon:

- (a) Paying to the Board any unpaid sums due GISC and
- (b) Paying any reasonable costs established by the Board for licensing such software.

XIV. Service Provider

Section 1. For the purposes of this article, the Service Provider is defined as the Service Provider and Secondary Service Provider.

Section 2. The term of any Service Provider shall be as set forth in the Service Provider Agreement.

Section 3. The Board may at any time by a majority vote name a new Service Provider, whose term shall begin at such time as the Board may authorize.

Section 4. A Service Provider's term shall be renewed upon such terms as the Board may approve.

Section 5. The Board may terminate the services of a Service Provider at any time, subject only to the Service Provider agreement.

Section 6. The Board may enter into agreements with more than one Service Provider if it deems it appropriate to do so.

XV. Intellectual Property

Section 1. Members agree that no assignments, licenses, sales, authorization of reuse by others, giveaways, transfer or any other grant of Intellectual Property rights will be made to any third party without written permission from the Board.

Section 2. It is understood that this Agreement does not grant to any Member or any employees, partners or other business associates thereof, any rights in any Intellectual Property or any inherent protectable interests, except those specifically provided by this Agreement.

XVI. Execution of Agreement

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as GISC and the Members or additional Members shall preserve undestroyed, shall together constitute but one and the same instrument.

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EXHIBIT A

INITIAL MEMBERSHIP DUES FORMULA

Membership Fee = Basis x Allocation

Where: Basis = \$20,000

Allocation = Calculated by Consortium for member based on size, density, and other considerations

Fee Illustration

Allocation	Membership Fee

0%	NA
20%	\$4,000
30%	\$6,000
40%	\$8,000
50%	\$10,000
60%	\$12,000
70%	\$14,000
80%	\$16,000
90%	\$18,000
100%	\$20,000

EXHIBIT B

GIS Consortium Service Provider Contract

IN WITNESS WHEREOF, the undersigned have caused this Agreement for the Creation of a Geographic Information System Consortium to be executed in the Members respective name, and have caused this Agreement for the Creation of a Geographic Information System Consortium to be attested, all by their duly authorized officers and representatives, and have caused the Agreement for the Creation of a Geographic Information System Consortium to be dated this ____ day of, _____ 20__.

_____ of _____

By: _____

Its: _____

ATTEST:

Village/City Clerk

Seal



MEMORANDUM

TO: Eric Palm
Village Administrator

FROM: Kurt Bohlmann *Kurt Bohlmann*
Fire Chief

DATE: January 24, 2019

SUBJECT: New Station Alerting System

Issue/Analysis: The Station Alerting System is a vital link between the Fire Department and West Suburban Consolidated Dispatch Center. 9-1-1 calls in River Forest are dispatched over the alerting system, providing the quick response times River Forest residents have come to expect.

The current alerting system is at least 18 years old and severely outdated. Many parts are no longer made for this system.

The new system will provide a computer generated voice that will be easy to understand over upgraded speakers throughout the station. The system gradually builds volume and light to prevent a shock to the firefighters' system at night. Message boards will give a visual signal for all dispatches, reinforcing the audio alert.

The 2019 Capital Improvement Plan provides for the replacement of the Fire Department Alerting System. The dollar amount allotted was \$61,000.00 based on a previous Request For Proposal (RFP) issued by West Suburban Consolidated Dispatch Center on behalf of all villages dispatched by WSCDC. The previous RFP resulted in one proposal from US Digital Designs.

Since the approval of the CIP, the previous quote expired while other towns awaited their budgets to be approved. WSCDC put out a new RFP in December, 2018 and again received only one quote, from US Digital Designs.

Recommendation: Staff is recommending accepting the Request For Proposal quote from US Digital Designs for the purchase and installation of the G2 Fire Station Alerting System at a cost \$58,026.08. A copy of the quote is attached.

US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to:

Village of River Forest, Illinois
River Forest Fire Department

Project:

G2 Fire Station Alerting System
One (1) Station System

Proposal number:

IL_RVRF001

Revision #

1

Quote Date:

21-Dec-2018

Quote Expires:

21-Mar-2019

FOR FINAL INSTALLATION CONTACT:

DigiCom Inc.

Patrick Fortunato / pat.fortunato@digicominstallations.com

By:

Erik Hanson

Project Manager

US Digital Designs, Inc.

1835 E Sixth St #27

Tempe, AZ 85281

602-687-1739 direct

480-290-7892 fax

ehanson@usdd.com

This Proposal is subject to corrections due to Errors or Omissions

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 12/21/18
Expires: 3/21/19

Quote SUBMITTED TO:
Village of River Forest, Illinois
G2 Fire Station Alerting System

REF PROPOSAL

IL_RVRF001 v1 Station-Level Equipment/Services

RIVER FOREST STATION 01

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.IL_RVRF.FS01.FSA.2017.10.27.pdf

STATION LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
L1	Ea	USDD	1	G2 VOICEALERT - Single Station License. One-Time/Perpetual (unless further USDD modification is needed)	VA	\$ 927.00	\$ 834.30	\$ 834.30
L2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DL	\$ -	\$ -	\$ -

STATION CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00
4	Kit	USDD	0	ATX CONTROLLER EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 6,660.00	\$ 5,994.00	\$ -
5	Kit	USDD	0	Rack Mount Ears	ATX-E	\$ 54.00	\$ 48.60	\$ -
6	Kit	USDD	0	Base Plate	ATX-P	\$ 54.00	\$ 48.60	\$ -

STATION CONTROLLER RETROFIT COMPONENTS (integration into Legacy Systems)

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
R1	Kit	USDD	0	Mixer - G2 Power, Audio & Ethernet (24 devices) - Version 2	Mixer PAE v2	\$ 1,440.00	\$ 1,296.00	\$ -
R2	Kit	USDD	0	Power Supply, Phoenix G2 System, 48 Vdc, 1200 VA plus 12 Vdc output for Station Radio	PS-G248p12v2	\$ 2,105.00	\$ 1,894.50	\$ -
R3	Kit	USDD	0	Ethernet Switch, Rack Mount, 26-port Gigabit Smart Switch	SRW226G4	\$ 540.00	\$ 486.00	\$ -

STATION PERIPHERAL COMPONENT OPTIONS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
7	Ea	USDD	0	G2 ROOM REMOTE Module	RR	\$ 1,830.00	\$ 1,647.00	\$ -
8	Ea	USDD	0	RR Trim Plate, for Flush-Mount	RR-TP	\$ 46.00	\$ 46.00	\$ -
9	Ea	USDD	0	RR Back-Straps, for solid-wall flush-mounting	RR-BS	\$ 27.00	\$ 24.30	\$ -
10	Ea	USDD	0	G2 ROOM REMOTE Module / 2016 version 2	RR2	\$ 1,830.00	\$ 1,647.00	\$ -
11	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR-AP	\$ 46.00	\$ 41.40	\$ -
12	Ea	USDD	0	G2 MESSAGE REMOTE Module	MR	\$ 1,167.00	\$ 1,050.30	\$ -
13	Ea	USDD	0	G2 SIGN REMOTE Module	SR	\$ 583.00	\$ 524.70	\$ -
14	Ea	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others)	TVR	\$ 875.00	\$ 787.50	\$ -
15	Ea	USDD	4	G2 MESSAGE SIGN, Digital LED (STANDARD GammaSign / 24" Active Screen Width)	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 3,780.00
16	Ea	USDD	0	G2 MESSAGE SIGN, Digital LED (EXTENDED GammaSign / 36" Active Screen Width)	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -
17	Ea	USDD	0	MS-G Adapter Plate, SINGLE, VESA 100_holes (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not	AP-S	\$ 38.00	\$ 34.20	\$ -
18	Ea	USDD	2	MS-G Adapter Plate, DOUBLE, VESA 100_holes (2) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount	AP-D	\$ 49.00	\$ 44.10	\$ 88.20
19	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -

20	Ea	USDD	2	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 516.60	
21	Ea	USDD	0	MESSAGE SIGN, Digital LED (BetaBrite - LEGACY Replacement 24" Screen Width)	MS-B	\$ 360.00	\$ 324.00	\$ -	
22	Ea	USDD	0	MS Adapter Plate, VESA 100	MS-ADPT-V100	\$ 60.00	\$ 54.00	\$ -	
23	Ea	USDD	0	MS Tie-Straps (pair) - join two MSs	MS-ADPT-STRP	\$ 27.00	\$ 24.30	\$ -	
24	Ea	USDD	0	G2 I/O REMOTE w/ 8 In & 8 Out	IOR	\$ 1,165.00	\$ 1,048.50	\$ -	
25	Ea	USDD	2	G2 Strobe Light / Red LED	STR	\$ 500.00	\$ 450.00	\$ 900.00	
26	Ea	USDD	0	G2 Color Indicator Remote - Up to 8 unique colors	CIR	\$ 635.00	\$ 571.50	\$ -	
27	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$ 100.00	\$ 90.00	\$ -	
28	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 100.00	\$ 90.00	\$ -	
29	Ea	Atlas	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30	
30	Ea	Atlas	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ 59.40	
31	Ea	Bogn	6	Speaker-APP/Weatherized (A2T), Surface, 70v	SPK-W-SM	\$ 280.00	\$ 252.00	\$ 1,512.00	
32	Ea	Bogn	6	Speaker - Standard, Flush Mount, 70v (\$86)	SPK-STD-FM	\$ 73.00	\$ 65.70	\$ 394.20	
33	Ea	Bogn	0	Speaker - Standard, Surface Mount (MB), 70v	SPK-STD-SM	\$ 73.00	\$ 65.70	\$ -	
34	Ea	USDD	10	G2 LED SPEAKER - Flush Mount, 70v	SPK-LED-FM	\$ 297.00	\$ 267.30	\$ 2,673.00	
35	Ea	USDD	2	G2 LED SPEAKER - Surface Mount (MB), 70v	SPK-LED-SM	\$ 297.00	\$ 267.30	\$ 534.60	
36	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
37	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70	
38	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 51.30	
39	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATION-LEVEL SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
40	Ea	USDD	1	Station Installation (DigiCom Inc.)	ST-INST	\$ 14,875.67	\$ 13,388.10	\$ 13,388.10	
41	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
42	Ea	USDD	1	Station Configuration & Start-up (On site adjustments by DigiCom, with remote support from USDD)	ST-SU	\$ 2,015.22	\$ 1,813.70	\$ 1,813.70	
43	Ea	USDD	1	Station Project Management	ST-PM	\$ 638.15	\$ 574.34	\$ 574.34	
44	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 335.87	\$ 302.28	\$ 302.28	
45	Ea	USDD	1	Station Documentation	ST-DM	\$ 50.38	\$ 45.34	\$ 45.34	
46	Ea	USDD	0	Station Training - User/Technician via streamed online video with per-station license and participant registration/verification.	TRA-UT-VID	\$ -	\$ -	\$ -	
47	Ea	USDD	0	Station Training - User/Technician. On-Site @ Station. 1 Hour, 1 Visit. (3 Units/Hours suggested to cover 3 shifts)	TRA-UT-OS	\$ -	\$ -	\$ -	
48	Ea	USDD	0	Training - Installation Contractor / USDD G2 Certification (TBD - only needed if using non-certified contractor)	TRA-IC	\$ 4,325.00	\$ 3,892.50	\$ -	
49	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION-LEVEL WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
50	HR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 3,106.26	\$ 2,795.63	\$ 4193.451 but No Charge For Initial Warranty Period / Not Included in Subtotals	
51	LOT	USDD	3.5	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM: Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 3,106.26	\$ 2,795.63	\$ 9,784.72	

RIVER FOREST STATION 01		System Total:	\$ 47,186.36
		Shipping Total:	\$ 1,055.00
		Service & Support Total:	\$ 9,784.72

System Subtotal	\$	58,026.08
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Number of Stations This Type:	1
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All Station-Level Systems - This Type:	\$	47,186.36
All Shipping - This Type:	\$	1,055.00
All Service/Support - This Type:	\$	9,784.72
ALL STATION-LEVEL SYSTEMS - THIS TYPE - GRAND TOTAL:	\$	58,026.08

Warranty & Support Notes:

If Customer participates in the Fire Station Alerting as a Service Program, Dispatch and Station level equipment must be under continuous maintenance and support during the term of the Subscription Agreement. The annual support costs quoted above include the continuous service, with 18-month warranty and 3.5 years of annual support. Mobile Smart Phone Alerting App and Mapping Services will be available to Customer during the term of the Subscription Agreement. The annual support costs quoted above are subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and the FSaaS Subscription Agreement.

Station System Installation Notes:

- 01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
- 04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
- 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with.

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27

Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 12/21/18

Expires: 3/21/19

Quote SUBMITTED TO:

Village of River Forest, Illinois

G2 Fire Station Alerting System

REF PROPOSAL

IL_RVRF001 v1

Section Totals

SECTION TOTALS		
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]		
River Forest Station 01 G2 FSA System Subtotal	\$	58,026.08
US Digital Designs System Total	\$	58,026.08

STANDARD TERMS AND CONDITIONS OF SALE

(Contract Sales)

1. **REMITTANCES** All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed in writing by US Digital Designs, Inc. (hereinafter called "USDD").
2. **PROPOSALS** This proposal expires 30 days after its date. Prices are subject to correction for error.
3. **PROGRESS PAYMENTS** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due NET 30 upon receipt by Customer. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, and also to avail itself of any other legal remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys' fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
4. **CANCELLATION AND SUSPENSION** Any order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress and all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the contract.
5. **TAXES** All taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer shall be the responsibility of Customer. Customer agrees to pay all such taxes and further agrees to reimburse USDD for any such payments made by USDD.
6. **LOSS, DAMAGE OR DELAY** USDD shall not be liable for any loss, damage, or delay occasioned by any causes beyond USDD's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. IN NO EVENT SHALL USDD BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.
7. **WARRANTY:** USDD warrants and guarantees its products for 12 months from the day of shipment to Customer (the "Warranty Period"), subject to the terms and limitations set forth herein. The Customer's rights and remedies with respect to a product found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth herein.

7.1 **PRODUCT DEFECTS.** If a product is defective and a valid claim is made within the Warranty Period, at its option, USDD will either (1) repair the defective product at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product. Any replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for 90 days from the date of repair, whichever is later. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Customer shall be responsible for and bear all risks and costs of shipping any products to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any product to Customer after repair or replacement. Replacement products will be returned to Customer configured as it was when the product was originally purchased, subject to applicable updates.

7.2 **CLAIMS.** Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

7.3 **EXCLUSIONS AND LIMITATIONS.** USDD does not warrant that the operation of its product or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the product's use. This Warranty does not apply to any Hardware or Software (as defined below) not used for its intended purpose. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) if any serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any product under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

8. **SERVICE AGREEMENT.** The Product being purchased hereunder is not subject to any post warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.
9. **INTELLECTUAL PROPERTY:** Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth below.
 - 9.1 **LICENSE:** At all times that Customer is in compliance with the terms of this Agreement and all other agreements between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Hardware provided by USDD and only in conjunction with Customer's fire station alerting system pursuant to the terms of this Agreement.
 - 9.2 **DEFINITIONS:** For purposes of this Section the following terms shall have the following definitions:
 - 9.2.1 "Intellectual Property " means any and all rights of USDD related to USDD's Product existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide;
 - 9.2.2 "USDD's Product" means any and all Hardware and Software provided to Customer by USDD under this Agreement or any other contract, purchase order, or arrangement;
 - 9.2.3 "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation but specifically excludes any televisions or monitors manufactured by a third party; and
 - 9.2.4 "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation and design data that are licensed under this Agreement.
10. **GOVERNING LAW** Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona.
11. **ACCEPTANCE OF TERMS** This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.
12. **THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.**



MEMORANDUM

Date: January 28, 2019

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)

Wednesday, February 6	7:00 pm	Sustainability Commission Meeting
Thursday, February 7	7:00 pm	Development Review Board Meeting
Friday, February 8	7:30 am	Economic Development Commission Meeting
Monday, February 11	7:00 pm	Village Board of Trustees Meeting

Recent Payments of >\$10,000

In accordance with the purchasing policy, the following is a summary of payments between \$10,000 and \$20,000 that have occurred since the last Board meeting:

No purchases during this reporting period.

New Business Licenses Issued

None

Thank you.

23 January 2019

Dear Trustees,

Attached please find the Sustainability Commission's 2019 Goals and Strategies (in blue), as well as a Progress Report on our 2018 goals (in red).

The goals are divided into six categories: Eco Systems, Education, Energy, Waste, Water, and Data/Metric Collection. The sixth category was added this year to help collect and track data on River Forest's progress sustainability initiatives. This will help provide a record, report our progress (for Plan It Green, Greenest Region Compact, and Chicago Climate Mayors commitments), and provide a road map for future commissioners.

You will see that many of the goals have not changed but some of the strategies have. RF is making excellent progress, and we believe that continuing to advance these goals 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 Board meeting on Monday, January 28, 2019.

Sincerely,

Kathleen Brennan
Chair
Village of River Forest Sustainability Commission

Sustainability Commission Goals and Strategies

2018 Progress Report

and

2019 Goals and Strategies

Education

Commissioner Contact: Beth Cheng and Julie Moller

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, e-newsletter)
 - ✓ We updated the VRF Sustainability webpage by reorganizing into key categories with user-friendly menu items; updating Green News on monthly basis and including in Village President e-newsletter; and including new photos/content on periodic basis.
 - Continue to update and maintain robust content in each section, including tracking, reporting, and mapping native gardens and trees in RF on Village website; and creating section to highlight sustainable efforts by local businesses. Increase awareness of the sustainability page as a resource; survey showed that only 30% of those who took survey knew about the sustainability webpage.
- Conduct survey to introduce Village sustainability initiatives and establish baseline for measuring future increases in resident awareness.
 - ✓ We created and distributed a resident survey, from which we received 181 responses, representing over 10% of the RF residents who voted in the last municipal election. We are analyzing the results, including reaching out to residents who expressed interest in volunteering, and will have the survey results available for all residents to review on a Sustainability shelf at the RF Public Library.
 - Complete analysis of survey results, and take appropriate follow up actions, including contacting 18 respondents who expressed interest in volunteering.
- Support programs for RF residents to apply sustainable practices (e.g. Green Block Parties and Sort It Out Program)
 - ✓ We updated the GBP resident forms and added this new content to the website. We also purchased 2 new Sort It Out ("SIO") station stands for resident use.
 - Strengthen volunteer list, offer volunteer opportunities, advocate for use of Sort It Outs at public and private events in Village.

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)
 - ✓ Presented 2 Sustainability programs to RF residents at the **Public Library** and also partnered with Library at Touch a Truck event by supplying blender bike demo and offering Sort it Out stations;
 - ✓ collaborated with **Concordia University** with SIO stations at Homecoming;
 - ✓ collaborated with **Park District** with SIO's at Food Truck event, Party in the Park and Makin' Tracks;
 - ✓ collaborated with **Dominican University** on a Honey Extraction workshop for residents, Farm to Table sustainability program, and participated on sustainability panel for *Caritas Veritas* symposium;
 - ✓ Commissioners hosted/presented/volunteered at several 2018 **One Earth Film Festival** films and collaborated with the **Young Film Makers Contest** to display the "Trashman" protagonist from winning film at RF Public Library Sustainability event and the Recycling Extravaganza;
 - ✓ Collaborating with the **Morton Arboretum** re: plans for 2019 RF Tree Tour;
 - ✓ Collaborated with **Roosevelt's Student Green4Good** team re: 2018 Pumpkin Smash event;
 - ✓ Worked with **Deep Roots** to create Parkway for Pollinator and Inspirational Garden projects;
 - ✓ Collaborated with **ActiveTrans** and **OPRF Cycling Club**, created **RF Bike Task Force** to help address RF bike-ability issues;
 - ✓ Met with **D200** to study and diminish use of foam trays in food service;
 - ✓ Worked with **Sen. Don Harmon** and **GoGreenOP** on Pesticide bill, House Farm Bill, and other pesticide issues;
 - ✓ Commissioner presented at **CBA Environmental Subcommittee** Seminar on Sustainability;
 - ✓ Worked with **Future Philanthropists**, **OP Youth Services**, **Citizen Corps**, **SCARCE**, **Working Bikes**, **Epilepsy Foundation** and **Roy Strom & Company** at Recycling Extravaganza;
 - ✓ Worked with **ComEd** and **contracting companies** to instigate and coordinate Energy Audits for Village and Library, and promote their energy audit program to residents and institutions.
 - Continue same!
- Continue to offer River Forest Sustainability Tour
 - ✓ Organized 2nd annual Sustainable RF Tour for 8th graders in Roosevelt's sustainability unit, where students helped plant herbs at Community Garden, learned about bees from Dominican, learned about the Village's sustainability initiatives from Eric Palm, and toured a home with a solar roof.
 - Partner with D90 to offer the sustainability tour for a 3rd year; Partner with the Morton Arboretum to offer Walking Village of RF Tree Tour.

Energy

Commissioner Contact: Eric Simon and Beth Cheng

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.)
 - ✓ Commissioner and resident served on a Mayor's Caucus Task Force (by invite) to review and recommend software for tracking and reporting metrics, including energy consumption and CO2 production.
 - Begin capturing data to input into tracking/monitoring software once it is available. For example, square footage of native gardens installed, and tonnage of compost diverted from landfill.
- Educate consumers about energy efficiency and retrofit programs such as Elevate Energy
 - ✓ Hosted and presented at Green Energy Forum at RF Public Library
 - ✓ Collaborated with ComEd to offer resident energy audit sign-ups at SC Presentation at Public Library
 - Continue to promote ComEd Energy Audits to Residents at public events, Plan Library Forum on Energy Topic during 2019.
- Support knowledge and awareness of best practices and technologies related to energy conservation and renewable energy development
 - ✓ Updated the dedicated sustainability page on VRF website re: efficient energy resources
 - ✓ Collaborated on energy audits at Village pumping station, Village Hall, and Library, with planned review and analysis of same
 - Continue these projects, including assisting Village institutions with Energy Audits and exploring electric vehicle opportunities for the Village.

Tier Two Goal: Increase investment in Renewable Energy Procurement and research opportunities available through the Future Energy Jobs Act (FEJA)

Strategies:

- Work to identify opportunities for Village and residents to use solar technology and promote same
 - ✓ Applied for, and was accepted into Sol Smart program, on behalf of VRF. Sol Smart is a prestigious US DOE program to help communities more easily and affordably go solar. VRF working hard to achieve Bronze designation.
 - Continue to work toward Bronze Designation for VRF within SolSmart consortium.
- 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
 - ✓ Commissioners attended majority of MMC Environmental Subcommittee Meetings
 - ✓ Commissioner spoke at CBA Environmental Subcommittee Seminar on Sustainability
 - Continue with same.

- Participate in Community Solar Project (they offer a framework on how to evaluate projects for solar)
 - ✓ Currently working on Community Solar Clearinghouse (CS2), a collaborative community solar procurement program
- Encourage renewable energy installations for new construction and existing building renovations
 - Conduct research on this topic.

Open Spaces and Eco Systems

Commissioner Contact: Andy Basney and Shannon Roberts

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)
 - ✓ Installed native plant gardens in 2 public locations in RF – in front of Butterfly mural and on north side of tracks at Franklin.
 - ✓ Installed 15 Parkways for Pollinators gardens, in collaboration with Deep Roots (as part of GBP project) on RF resident parkways.
 - ✓ Consulted with Village re: planned installation of rain garden natives along new Chicago Ave. bump outs.
 - ✓ Spearheaded the creation of RF's first Community Garden, in collaboration with Public Works, PD, and residents. Completed first successful season of 12 plots, 24 plots planned for 2019.
 - ✓ Installed 3 of 6 Inspirational Gardens, in collaboration with Deep Roots, Big Idea grant from Community Foundation. These are raised vegetable bed gardens installed at institutions, congregations, and residences in RF.
 - Continue the installation of native gardens in RF.
 - Work with the Village and Park District to explore interest in a second Community Garden, and identify an underutilized space on the south side of River Forest to plant a community vegetable garden
 - 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
 - Monitor and communicate with Village staff quarterly re: Bee Ordinance issues and develop plan for soliciting feedback from permitted beekeepers. Work with Dominican University to organize and market educational workshops in the Spring and Fall on beekeeping and related sustainability topics.
- Support development of the bike path plan for River Forest
 - ✓ Created a resident Working Group comprised of avid cyclists in RF, to act as biking issue subject matter experts. The WG will consult to help build practical, bike-friendly initiatives into RF's Comp Plan, and provide input/insight into a potential bike path through RF, connecting existing neighboring bike paths.

- Continue to facilitate Bike Task Force, support development of bike path plan for RF, and promote and ensure inclusion of bike-friendly and connectivity initiatives in the Village Plan.

Tier Two Goal: Reduce synthetic chemical usage in River Forest.

Strategies:

- Continue to work and monitor Integrated Pest Management (IPM) progress with Park District. Goal by EOY 2021: All government and major educational institutions in RF signed on to IPM Policy.
 - Continue to work and monitor progress with the Park District. Goal is for all government and major educational institutions in RF to have signed on to the policy by 2021.
- Continue the *Healthy Lawn, Healthy Family* program by way of the Green Block Party program through summer of 2019
 - ✓ Continuing program, 10 new pledges achieved this season, for 141 total pledges.
 - Continue to publicize program and sign up new pledges.
- 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
 - ✓ Spearheaded VRF increased oversight of unlicensed chemical operators, including tightening protocol for chemical application, sending out notices and increasing Village revenue (\$100/permit).
 - ✓ Revamped VRF lawn care permit process to include SOI Chemical license, as required by law. Permit now updated and copy of license will be required.
 - ✓ Researched Federal preemption provision in Farm Bill, that would significantly reduce local control over pesticide and related environmental protection regulations. Worked with President Adduci and Sen. Don Harmon to sign Call-to-Action letter and send to House Farm Bill Legislators.
 - Continue research and monitor Pesticide Act amendments re: pre-emption of municipal regulation of pesticide use. Work with MMC and other local advocacy groups such as Go Green Oak Park to assist with relevant recommendations, resolutions and advocacy efforts.

Tier Three Goal: Assist the Park District and educational institutions make informed decisions with regard to artificial turf considerations.

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
 - ✓ Prepared and presented Report and Recommendation to PF and PD on proposed artificial turf installation. Requested that the PD investigate mitigation of complained-of flooding issues with improved drainage and improvements to existing dirt/natural grass prior to decision.
- 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.

- ✓ Data diversion is at 38%, just short of the goal.
 - 2019 Goal: Increase waste diversion from landfills by an additional 1% based off of end of 2018 diversion number.

Strategies:

- Increase curbside compost subscribers to 10% of all Village residential customers
 - ✓ Compost subscribers increased from 225 to 251, with 11 residents taking advantage of 1 free month promotion. We did not make goal of 270 subscribers, but compost is up 20 tons from last year, and Recycling Extravaganza added 1% to the overall diversion
 - ✓ Created additional free compost pick up for subscribers, one in Spring, one in Fall.
 - ✓ Worked with Roosevelt Green Team to create awareness for composting pumpkins and not putting in leaf pick up. At the Great Pumpkin Smash, 486 pumpkins were collected, nearly 5,000 lbs.
 - Strategies will continue to emphasize increasing compost subscribers and diverting materials.
 - Will request Village reconsider compost subscribers sharing the cost of a subscription in an effort to increase participants.
 - Continue to support D90 and other River Forest institutions that want to develop compost programs including Fire Dept. and Park District
- Formulate strategy and recommendation to produce an annual recycling event that will accept a variety of hard to recycle items
 - ✓ 2018 Recycling Extravaganza: All Commissioners assisted/participated. Over 29,500 lbs of electronics collected, 329 households served. Village paid \$5K for the electronics last year; Also collected 1350 lbs of batteries; 5880 lbs scrap metal; 3335 lbs clothing/textiles; 20 lbs prescription meds; 101 bikes/helmets/bike trailers; etc.
 - Recycling Extravaganza will continue. In addition, Commission will work with Cook County Department of Environment and Sustainability to defray cost of recycling electronics
 - ✓ Conduct research and implement Village program for a home pick up program for electronics
 - ✓ Encouraged Strom to offer Village-wide, curbside electronics pick-up program! Promoted same through D90, VRF website and PD. Pay program, involves resident call to Roy Strom.
 - Will continue.
 - Work with waste hauler to create a 'how to recycle right program'. Program may include tagging carts that are contaminated.

Tier Two Goal: Educate Village residents on recycling, landfill waste, and composting practices.

2019 Goal: Continue education of residents as well as business and institutions when

appropriate.

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.
 - ✓ Collected @500 lbs of Holiday Lights for recycling in collection bin from 12/1/17-1/18.
 - ✓ Promoted Shed the Straw Program and Beyond the Bin guide to educate re: reuse via VRF website, at Dominican events, and Party in the Park.
 - ✓ Commissioner served on MMC Illinois Recycling Task Force, by invitation. Goal of addressing current recycling obstacles of contamination, and to create guidelines across the state. Ongoing, and outcomes to be incorporated in future goals.
 - Above strategies will continue.
- Purchase more *Sort It Out* stations for resident use
 - ✓ 2 more stations purchased in 2018, for total of 5 available sets.
 - Update Green Block Party and Sort It Out station guidelines for zero waste practices
 - Create a group of volunteers that are trained to help sort waste at public events
- Research and consider policy on bag fee.
 - ✓ Research was conducted on implementing fee but it was not feasible due to the Village's home rule status.
 - Will work with retailers on either implementing possible Illinois law on plastic bag fees or will encourage retailers to offer an incentive for customers who bring their own bag.
 - Will promote reusable bag day on July 5, 2019.
- 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
 - Will continue to try to make information as clear as possible and publicize recycling events.
 - Collect data on other municipalities collection and diversion practices in an effort to compare costs and gauge future increases

Water

Commissioner Contact: Andy Basney 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 native plants, permeable pavers etc.
 - ✓ Successfully implemented our 7th season of Green Block Parties ("GBPs"), with 81% of resident block parties going "green." This year, the SC collaborated with the Deep Roots project, as part of the Big Idea Award, to install 15 Parkway for Pollinator Gardens on parkways around RF. The SC was instrumental in the DRP

winning the Community Foundation award to implement this program, the object of which is to: increase resident education of native plant flood-mitigation properties, conservation of water via drought-resistant natives, reduction of chemical applications via natives, and (re-) introduction of natives into community ecosystem.

- Continue 2018 Initiatives/Goals. Also, research, develop, and distribute mailer to residents about natural lawn care methods that require less water use during growing season and formulate plan for less unnecessary sprinkler use.
- SC currently applying for grant to continue program in 2019 and 2020.

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.
 - ✓ Continuing commitment to HLHF initiative, increased to 141 pledges this year, including the Village, Dominican University, the Park District, and the Trailside Museum. This program will continue in 2019, as it is an important part of educating residents re: the connection between chemical lawn care and runoff to the Des Plaines River through the storm water system and then into our drinking water.
 - ✓ We continue to meet each year with the PD for their yearly IPM review. The 2018 end of season meeting is upcoming.
- 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
- Provide education on micro plastics in the Great Lakes and plastic pollution
 - Continue with these goals

Data and Metric Collection: new 2019 Goal

Commissioner Contact: Shannon Roberts

Tier One Goal: Begin the process of collecting data from sustainability initiatives to process and track River Forest's movement toward sustainability goals and commitments, including Chicago Climate Charter, Greenest Region Compact, and Plan It Green.



MEMORANDUM

DATE: January 28, 2019

TO: Eric J. Palm, Village Administrator

FROM: John Anderson, Director of Public Works

SUBJECT: Traffic and Safety Commission Recommendations – January 16, 2019 Meeting

Request:

Village Staff has requested that consideration be given to the installation of no parking zones on the east side of Franklin Avenue and the west side of Park Avenue between Lake Street and the north property line of Lincoln School as well as to prohibit left turns from southbound Franklin Avenue onto Lake Street – both requests to be limited to school days during drop-off and pick-up times.

Analysis: The Traffic and Safety Commission met on January 16, 2019 to discuss the aforementioned request. Both Park Avenue and Franklin Avenue experience substantial congestion adjacent to Lincoln Elementary School during drop-off and pick-up times. Most vehicles needing to stop pull to the school-adjacent curb (west side of Franklin, east side of Park) during these times, however, with no current parking regulations there are also some vehicles that park on the opposite sides of these streets. This creates a very narrow path for through-traffic and emergency vehicles. Additionally, while any backed-up traffic can safely stack on Franklin Avenue to the north, Park Avenue stacking regularly spills out onto Lake Street and causes further congestion in the area.

In an effort to clear this congestion and allow traffic to flow more freely in the area, parking restrictions have been proposed. By prohibiting parking between the hours of 7:30 and 9:00am and again between 2:00 and 4:00pm it is believed that these streets will not experience the degree of congestion that they currently do. These restrictions would only be in effect on school days.

In addition to these parking restrictions, Staff has also recommended the prohibition of left-turns from southbound Franklin Avenue onto Lake Street. With this intersection facing significant numbers of vehicles and pedestrians during drop-off and pick-up times, a single vehicle attempting to turn left onto Lake Street from Franklin Avenue can cause a significant back-up on Franklin Avenue. By prohibiting this left-turn on school days between 7:30 and 9:00am and again between 2:00 and 4:00pm, vehicles should be able to exit Franklin Avenue more efficiently, further clearing any congestion.

The left-turn restriction would be implemented immediately, if approved. The parking restrictions, however, would be implemented during the week of spring break in April of this year. This delay will provide ample opportunity for those that are affected to make the necessary adjustments. Village Staff will analyze the site conditions over the remainder of the school year and will make any adjustments (if necessary) over the summer months.

Based on review of this matter and consideration of public comment, the Traffic and Safety Commission has made the following recommendation:

Traffic and Safety Commission Recommendation

The Traffic and Safety Commission has made the recommendation to install a No Parking Zone on the west side of Park Avenue and the east side of Franklin Avenue from Lake Street to the north property line of Lincoln School, on school days from 7:30 to 9:00am and from 2:00 and 4:00pm and to prohibit left turns from southbound Franklin Avenue onto Lake Street on school days from 7:30 to 9:00am and from 2:00 to 4:00pm.

The Village Board will need to decide to accept, reject, or modify the Commission's recommendations.

Recommendation: If the Village Board agrees with the recommendation from the Traffic and Safety Commission, the following motion would be appropriate:

Motion to accept the recommendation from the Traffic and Safety Commission and to install No Parking Zones on the west side of Park Avenue and the east side of Franklin Avenue from Lake Street to the north property line of Lincoln School, on school days from 7:30 to 9:00am and from 2:00 to 4:00pm and to prohibit left turns from southbound Franklin Avenue onto Lake Street on school days from 7:30 to 9:00am and from 2:00 to 4:00pm.

Attachments:

Revised Ordinance – No Parking Zones on Franklin Avenue and Park Avenue near Lincoln School
Revised Ordinance – No Left-Turn on Franklin Avenue at Lake Street
Traffic and Safety Commission Agenda Packet (1/16/19)

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 9, ENTITLED "TRAFFIC
REGULATIONS, CHAPTER 3, ENTITLED "TRAFFIC SCHEDULES,"
OF THE RIVER FOREST VILLAGE CODE**

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

Section 1: That Title 9, entitled "Traffic Regulations," Chapter 3, entitled "Traffic Schedules," of the River Forest Village Code, Section 9-3-12 thereof, entitled "Schedule 12, No Parking" be amended by adding the following:

PARK AVENUE, the west side between Lake Street and the north property line of Lincoln School, between the hours of seven thirty A.M. and nine o'clock A.M. and between two o'clock P.M. and four o'clock P.M. on school days.

FRANKLIN AVENUE, the east side between Lake Street and the north property line of Lincoln School, between the hours of seven thirty A.M. and nine o'clock A.M. and between two o'clock P.M. and four o'clock P.M. on school days.

Section 2: That the appropriate signage be installed in accordance with Section 1.

Section 3: That all Ordinances or parts of Ordinances in conflict with this Ordinance are hereby expressly repealed.

Section 4: 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:

ADOPTED

Catherine Adduci
Village President

ATTEST:

Kathleen Brand-White
Village Clerk

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 9, ENTITLED "TRAFFIC
REGULATIONS, CHAPTER 3, ENTITLED "TRAFFIC SCHEDULES,"
OF THE RIVER FOREST VILLAGE CODE**

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

Section 1: That Title 9, entitled "Traffic Regulations," Chapter 3, entitled "Traffic Schedules," of the River Forest Village Code, Section 9-3-8 thereof, entitled "Schedule 8, No Left Turns" be amended by adding the following:

FRANKLIN AVENUE, southbound traffic where it intersects with Lake Street during the hours from seven thirty A.M. to nine o'clock A.M. and from two o'clock P.M. to four o'clock P.M. on school days.

Section 2: That the appropriate signage be installed in accordance with Section 1.

Section 3: That all Ordinances or parts of Ordinances in conflict with this Ordinance are hereby expressly repealed.

Section 4: 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:

ADOPTED

Catherine Adduci
Village President

ATTEST:

Kathleen Brand-White
Village Clerk



VILLAGE OF RIVER FOREST TRAFFIC AND SAFETY COMMISSION MEETING

Wednesday, January 16, 2019 – 7:30 PM

Village Hall – Community Room, 400 Park Ave., River Forest, IL

AGENDA

1. Call to Order/Roll Call
2. Public Comment
3. Presentation of Comprehensive Plan by Houseal Lavigne Associates for public discussion.
4. Request by Village Staff to make recommended improvements on Park Ave and Franklin Ave, just north of Lake Street for the purposes of clearing congestion during drop-off and pick-up times.
5. Adjournment



Village of River Forest

Village Administrator's Office

400 Park Avenue

River Forest, IL 60305

Tel: 708-366-8500

MEMORANDUM

Date: December 7, 2018

To: Sustainability Commission, Historic Preservation Commission, Economic,
Development Commission, Traffic & Safety Commission

From: Lisa Scheiner, Assistant Village Administrator

Subj: Preliminary Working Draft - Comprehensive Plan

Attached please find a PRELIMINARY WORKING DRAFT of the River Forest Comprehensive Plan. It is being provided to various Commissions so that Commissioners may review and comment on the draft as it is being developed and refined. A member of the consultant team and someone from Village staff will be meeting with you at your December/January meeting to facilitate a discussion of the draft plan. We ask that you review it from the perspective of your group's primary area of expertise and interest (historic preservation, sustainability, economic development, bicycling, etc.). Once we have received feedback from the various boards and commissions, a revised draft will be prepared for Plan Commission review and discussion. After Plan Commission review, a revised draft will be brought to the public for review and discussion prior to undertaking a public hearing process and adoption.

It is important to note that pieces of the plan are still being developed, and that this is a working draft. Changes and additions to maps, graphics, photographs, and more are anticipated in the coming weeks.

A Bicycle Master Plan is also being developed and will be incorporated into the Plan. The draft Bicycle Master Plan is not yet completed and therefore is not reflected in the draft Comprehensive Plan at this time. A resident bicycle group will be reviewing and discussing preliminary bicycle plan materials this coming Monday.

This Preliminary Working Draft is not yet ready for public review. The intent at this time is to get feedback from various Commissions to help us get the draft ready for the public. Public feedback is the next step. Therefore, at this time, please do not circulate this draft beyond the membership of your group.

Thank you very much for your time and commitment to our Village and to helping us develop our new River Forest Comprehensive Plan!



MEMORANDUM

DATE: January 16, 2019

TO: Traffic and Safety Commission

FROM: Jeff Loster, Village Engineer

SUBJECT: Proposed Improvements – Park and Franklin Avenues at Lake Street

Issue: During drop-off and pick-up times, Park Avenue and Franklin Avenue regularly become severely congested around Lincoln Elementary School. This is caused by a combination of vehicles dropping students off, parked vehicles, through-traffic, and vehicles attempting to turn onto Lake Street from Franklin Avenue. This often causes back-up onto Lake Street (from Park Avenue stacking) as well as emergency vehicle access concerns.

Analysis: In reviewing the situation, Village Staff has determined that parking restrictions in the two areas indicated on the attached exhibit will greatly reduce congestion. The restrictions would be limited to the drop-off/pick-up times (school days, between 7:30-9:00am and 2:00-4:00pm) and the limits of the restriction would match the limits of the “Student Loading Zone” signage on the opposite side of each street.

In addition to the proposed parking restrictions, a “No Left Turn” restriction is also proposed at the south end of Franklin Avenue at its intersection with Lake Street. This restriction would also be limited to the drop-off/pick-up times associated with the proposed parking restrictions.

It is anticipated that these improvements will greatly reduce area congestion during drop-off/pick-up times. Vehicles that access either of these streets would be able to move through both areas more efficiently than they currently do.

Recommendation: Village Staff recommends that a No Parking Zone be installed on the west side of Park Avenue and the east side of Franklin Avenue from the north curb line of Lake Street to the north property line of Lincoln School, on school days from seven thirty A.M. to nine o’clock A.M. and from two o’clock P.M. to four o’clock P.M. and to prohibit left turns from southbound Franklin Avenue onto Lake Street on school days from seven thirty A.M. to nine o’clock A.M. and from two o’clock P.M. to four o’clock P.M.

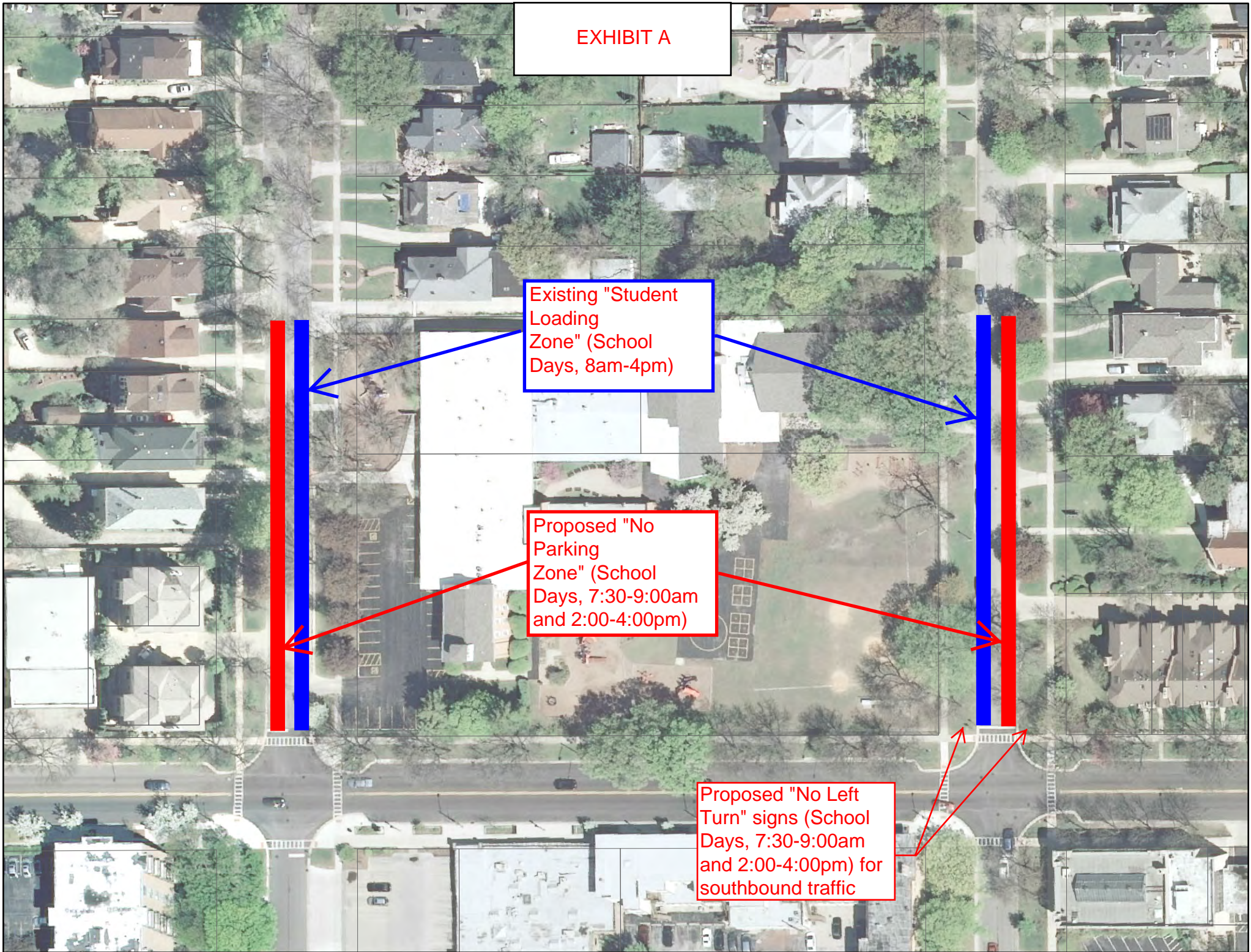
Attachments: Exhibit A

EXHIBIT A

Existing "Student Loading Zone" (School Days, 8am-4pm)

Proposed "No Parking Zone" (School Days, 7:30-9:00am and 2:00-4:00pm)

Proposed "No Left Turn" signs (School Days, 7:30-9:00am and 2:00-4:00pm) for southbound traffic





Village of River Forest
Village Administrator's Office
400 Park Avenue
River Forest, IL 60305
Tel: 708-366-8500

MEMORANDUM

Date: January 23, 2019

To: Eric Palm, Village/Zoning

From: Lisa Scheiner, Assistant Village Administrator

Subj: Request for Zoning Variation – 346 Park Avenue – Garage Height

Issue

Shaun and Julie Krueger, owners of the property at 346 Park Avenue have submitted an application for a variation from the regulations that restrict increasing the height of a building with a nonconforming side yard setback pursuant to Section 10-9-7 of the River Forest Zoning Ordinance for the purpose of constructing an addition to a single family home.

Analysis

On August 9 the Zoning Board of Appeals held a public hearing and considered the attached application. The Zoning Board of Appeals voted 4 to 0 in favor of *not* recommending that the requested variation be approved by the Village Board of Trustees. On September 20, 2018, the Zoning Board of Appeals unanimously approved the findings of fact and recommendation. The resident asked that this matter be continued January 28, 2019 and this matter is now ready for final action. Mr. Krueger has provided additional materials for the Village Board of Trustees to consider regarding his request.

At a previous meeting, the Village Board of Trustees asked staff to prepare a summary of similar zoning variation requests. Below please find a summary of staff's review of available records regarding variation requests that were acted upon by the Village Board beginning in 2012 when the Zoning Title was amended to prohibit increasing the height of a wall with a nonconforming side yard setback. Please note that each application and recommendation is considered based on its own facts and approval of a particular zoning variation is not precedent-setting.

Address	Hearing Date	Code Section	Description of Variation Request	Comments	ZBA Rec.	VBOT Action	Ord. #
30 Franklin	6/9/2016	10-9-7	Increase height of wall w/ nonconforming side yard setback & construct eave w/in required side yard setback	Substandard lot width	Approve	Approve	3611

Address	Hearing Date	Code Section	Description of Variation Request	Comments	ZBA Rec.	VBOT Action	Ord. #
559 Ashland	5/26/2016	10-9-7	Increase height of wall w/ nonconforming side yard setback & construct eave w/in required side yard setback	Unique position of tree and historic nature of FLW home	Approve	Approve	3610
1102 Franklin	3/10/2016	10-9-7	Increase height of walls w/ nonconforming side yard setback	Bomb shelter on property; only practical way to construct the addition	Approve	Approve	3597
24 Franklin	3/10/2016	10-8-7	Increase height of wall w/ nonconforming side yard setback & construct eave w/in required side yard setback	Rear yard flooding; this is the only practical way to construct the addition	Approve	Approve	3598
515 Lathrop	8/13/2015	10-8-7	Increase height of wall w/ nonconforming side yard setback & construct eave w/in required side yard setback	This is the only practical way to construct the addition	Approve	Approve	3569
139 Thatcher	5/8/2014	10-9-7	Increase height of wall w/ nonconforming side yard setback & construct addition that exceeds required combined side yard setback	-	Approve	Approve	3522
1402 Clinton	3/8/2012	10-9-7	Increase height and length of wall w/ nonconforming side yard setback	Did not meet standards 1,2,3,6,8	Deny	Approve	3417
1434 Forest	1/12/2012	10-9-7	Increase height of wall w/ nonconforming side yard setback	Allowed addition of elevator shaft to address occupant mobility issues	Approve	Approve	3410

Recommendation

If the Village Board of Trustees wishes to approve the requested variation, the following motion would be appropriate: Motion to approve an Ordinance granting the requested variation to Section 10-9-7 of the Zoning Ordinance at 346 Park Avenue.

Please note that, any variation which fails to receive the approval of four members of the Zoning Board of Appeals requires a favorable vote of 2/3 of the Board of Trustees.

Attachments

- Ordinance
- Findings of Fact
- Report from the Zoning Board of Appeals
- Variation Request Application
- Minutes of Zoning Board Meeting
- Additional materials submitted by property owner 1/23/19

ORDINANCE NO. _____

**AN ORDINANCE APPROVING SIDE YARD SETBACK VARIATIONS TO ALLOW
CONSTRUCTION OF AN ADDITION AT 346 PARK AVENUE**

WHEREAS, a request for variations (“Application”) from the requirements of the Zoning Ordinance of the Village of River Forest (“Zoning Ordinance”) relative to increasing the lot coverage requirement of Section 10-9-7 of the Zoning Ordinance, to allow the construction of a two (2) story addition on a single-family residence that would increase the height of a wall with a nonconforming side yard setback, requiring a variation of approximately two feet (2’) for a length of approximately twenty-six feet (26’), and to construct an eave that would encroach into the side yard setback, requiring a variation of approximately one and a half feet (1.5’) (together the “Variations”), on the property commonly known as 346 Park Avenue, River Forest, Illinois (“Property”) in the R-2 Single-Family (Detached) Residential Zoning District, has been received from petitioners Shaun and Julie Krueger (together “Petitioners”); and

WHEREAS, the 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 August 9, 2018, 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 denial of the Variations by a vote of 4-0, all as set forth in the Findings 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 Recommendation 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 variations.

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

SECTION 1: The recitals above are incorporated into Section 1 as though set forth herein.

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: (i) find that the Variations meets the standards for a variation set forth therein and (ii) approve the Variations with respect to the two (2) story addition to the single-family residence on the Property proposed by the Petitioners in their application for the Variations. The Variations are approved only to the extent needed for the construction and maintenance of two (2) story addition to the single-family residence on the Property proposed by the Petitioners in their application for the Variations, and the Variations shall remain in effect only for so long as the two (2) story addition to the single-family residence remains on the Property.

SECTION 3: Prior to the issuance of any building permit by the Village for the addition related to the Variations, the Petitioners shall record a copy of this Ordinance on title to the Property at Petitioners' sole cost and expense, and the Petitioners shall provide proof of said filing to the Village.

SECTION 4: 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 rescission of the approvals made in this Ordinance.

SECTION 5: That all ordinances, or parts of ordinances in conflict with this Ordinance are hereby expressly repealed.

SECTION 6: This Ordinance shall be in full force and effect after its approval and publication in pamphlet form as provided by law.

ADOPTED this 28th day of January, 2019, pursuant to a roll call vote of at least two-thirds (2/3) of the Board of Trustees of the Village of River Forest, per Section 10-5-4(E)(3) of the Zoning Ordinance.

AYES:

NAYS:

ABSENT:

APPROVED by me this 28th day of January, 2019.

Catherine Adduci, Village President

ATTEST:

Kathleen Brand-White, Village Clerk

The Petitioners acknowledge hereby the reasonableness of the above and foregoing terms and conditions in the Ordinance, and hereby accepts the same.

By: _____
Titleholder of Record of the Property

By: _____
Titleholder of Record of the Property

Date: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

LOT 25 IN RIVER FOREST PARK HOMES SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 14446645 IN THE VILLAGE OF RIVER FOREST, IN COOK COUNTY, ILLINOIS.

PIN: 15-12-302-029

COMMONLY KNOW AS: 346 Park Avenue, RIVER FOREST, ILLINOIS

EXHIBIT B

FINDINGS OF FACT AND RECOMMENDATION

(attached)

**VILLAGE OF RIVER FOREST ZONING BOARD OF APPEALS
FINDINGS OF FACT AND RECOMMENDATION REGARDING
SIDE YARD SETBACK VARIATIONS RELATED TO A
RESIDENTIAL ADDITION AT 346 PARK AVENUE**

WHEREAS, petitioners Shaun and Julie Krueger (together the "Petitioners"), owner of the property located at 346 Park Avenue in the Village of River Forest ("Property"), requested certain variations from the Village of River Forest's setback requirements pursuant to Sections 10-9-7 and 10-8-7 of the Village of River Forest Zoning Code ("Zoning Ordinance") related to the construction of an addition on the residence at the Property that would increase the height of the wall with a nonconforming side yard setback, requiring a variation of approximately two feet (2') for a length of approximately twenty-six feet (26'), and to construct an eave that would encroach into the side yard setback, requiring a variation of approximately one and a half feet (1.5') (together the "Variations"). The Property is located in the R-2 Single-Family (Detached) Residential Zoning District; and

WHEREAS, the Village of River Forest Zoning Board of Appeals ("Board") held a public hearing on the question of whether the requested Variations should be granted on August 9, 2018, and was held as required by Section 10-5-4(E) of the Village of River Forest Zoning Ordinance ("Zoning Ordinance"). At the public hearing, 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 public hearing on August 9, 2018, the Petitioners provided information and testimony regarding the requested Variations, testifying, among other things, that constructing the addition directly on top of the existing wall was the most effective and efficient means of construction, and that the aesthetics of offsetting the wall of the Second Floor of the proposed addition would be undesirable;

WHEREAS, at the public hearing on August 9, 2018, no member of the public testified regarding the Variations; and

WHEREAS, the Board, having considered the criteria set forth in Section 10-5-4 of the Zoning Ordinance, by a vote of 4 – 0, recommends to the Village President and Board of Trustees that the requested Variations for the Property be DENIED.

NOW, THEREFORE, the Board makes the following findings of fact and recommendations pursuant to Section 10-5-4(E)(2) of the Zoning Ordinance:

FINDINGS OF FACT

1. **The physical surroundings, shape, or topographical conditions of the Property constitute a specific hardship upon the owner as distinguished from an inconvenience if the strict letter of the regulations were to be carried out.** The evidence presented at the public hearing did not establish any unique characteristic of the Property that constitutes a specific hardship on the Petitioners. The Petitioners did not prove that a hardship would result if they were unable to obtain the Variations. The Board finds this standard has not been met.
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 the Village's Zoning Regulations, for which no compensation was paid.** Given its finding on Standard 1 above, the Board finds this standard has not been met.
3. **The conditions of the Property upon which the petition for Variations is based may not be applicable generally to other property within the same zoning classification.** It was noted at the public hearing that there are approximately eleven (11) houses on the same street as the Property with similar configurations, suggesting that the conditions on the Property are not unique, but are instead typical for the area. The Board finds this standard has not been met.
4. **The purpose of the Variations is not based predominately upon a desire for economic gain.** There was no testimony or evidence presented that the Petitioners' desire for the Variations is for economic gain, but instead to allow for a more aesthetically pleasing addition to the residence on the Property. The Board finds this standard has not been met.
5. **The granting of the Variations is not 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.** An addition will shade the neighbor to the north's southern facing window. The Board finds this standard has not been met.
6. **The granting of the Variations 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.** The shadow study revealed that a neighboring property would receive additional shadows if the Variations were granted and the addition built to the residence on the Property. The additional shadows would impair an adequate supply of light to the neighboring property. The Board finds this standard has not been met.
7. **The granting of the Variations will not unduly tax public utilities and facilities in the area of the Property.** If granted, the Variations would not unduly burden public utilities or facilities in the area of the Property. This Board finds this standard was met.

8. **There are no means other than the requested Variations by which the hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Property.** The testimony and evidence presented at the public hearing showed that an addition to the residence on the Property may be constructed without the Variations, if the addition is offset from the existing wall that is within the side yard setback. The Board finds this standard has not been met.

RECOMMENDATION

The Board, by a vote of 4-0, for the reasons stated above, recommends to the Village President and Board of Trustees that the proposed Variations for construction to build an addition on the Property in the R-2 Single-Family (Detached) Residential Zoning District be DENIED.



Frank Martin
Chairman



Date



REPORT FROM THE VILLAGE OF RIVER FOREST ZONING BOARD OF APPEALS

Recommendation: The Zoning Board of Appeals voted in favor of a motion to NOT recommend granting the requested variation to allow the construction of an addition on the home that would increase the height of a wall with a nonconforming side yard setback and to construct an eave that would encroach into the side yard setback.

Property: 346 Park Avenue

Zoning District: R2 Single Family Detached

Applicant: Shaun and Julie Krueger

Ordinance Provision(s): 10-9-7 Setback Regulations: The setback regulations of the R1 district contained in Section 10-8-7 of this title shall apply.

10-8-7(C)(2)(a) Side Yards Setback Regulations – Eaves: The eaves of a structure shall be required to maintain a minimum three-foot side yard setback.

10-8-7(C)(2)(b) Side Yards Setback Regulations: An addition to an existing structure that does not meet this standard must maintain either a three-foot side yard or a side yard that is the same width as the current side yard, whichever is wider. A nonconforming wall built along a nonconforming side yard may be extended an additional twenty feet as of right into the nonconforming side yard, and the height of a wall that maintains a nonconforming side yard setback may not be increased.

Nature of Application: The applicants propose to construct a two story addition onto the existing residence, which includes a second story addition on top of the existing house. The addition on the existing house will increase the height of the north wall which maintains a non-complying side yard setback.

Analysis of Request:

<i>Applicable Code Section(s)</i>	<i>Code Requirement(s)</i>	<i>Proposed Variation(s)</i>
10-8-7(C)(2)(a)	The height of the wall that maintains a nonconforming side	Increase the height of the north wall which maintains a nonconforming side yard

	yard setback may not be increased	setback from one story to two stories
10-8-7(C)(2)(b)	The eaves of a structure must maintain a minimum three-foot side yard setback.	Construction of an eave that will be 1.48 feet from the north property line

Hearing Date: August 9, 2018

Date of Application: July 16, 2018

Zoning Board Vote:

Chairman Frank Martin	Yes
David Berni	Yes
Gerry Dombrowski	Not Present
Tagger O'Brien	Yes
Michael Ruehle	Not Present
Michael Smetana	Yes
Robert Swindal	Not Present

Documents Attached: Minutes from the August 9, 2018 Public Hearing
Findings of Fact
Ordinance Granting the Requested Variation
Application

Report Prepared by: Clifford Radatz, Building Official

Requested Action: Motion to consider an ordinance granting the requested variation to Section 10-9-7 of the Zoning Code at 346 Park Avenue.



MEMORANDUM

DATE: August 2, 2018

TO: Zoning Board of Appeals

FROM: Clifford E. Radatz *CER*
Building Official

SUBJECT: Variation Request – 346 Park Avenue

Shaun and Julie Krueger, owners of the property at 346 Park Avenue, have submitted the attached application for variations to the side yard setback regulations (Section 10-9-7) of the Zoning Code. The applicants propose to construct a two story addition onto the existing residence, which includes a second story addition on top of the existing house. The addition on the existing house will increase the height of the north wall which maintains a non-complying side yard setback.

Section 10-9-7 of the Zoning Code requires a minimum 5'-0" side yard setback to the wall of a building (3'-0" minimum setback to the roof eaves), and prohibits the increase in the height of a wall which maintains a non-complying side yard setback. The existing setback of the north wall of the house is approximately 2.98 feet. The roof for the addition is proposed to have an overhang of 1'-6" (1.5 feet), so the setback to the roof eave will be 1.48 feet from the north property line.

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 Section 10-9-7 of the Zoning Code at 346 Park 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: 346 Park Ave.

Date of Application: 7/16/18

Applicant		Architect / Contractor	
Name: Shaun & Julie Krueger		Name: David Muriello	
Address: 346 Park Ave.		Address: 635 N. Lombard Ave.	
City/State/Zip: River Forest		City/State/Zip: Oak Park	
Phone: (773) 988-3796	Fax:	Phone: (708) 386-8090	Fax:
Email: skrueg1@icloud.com		Email: davemuriello@gmail.com	

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

Zoning District of Property: ☐ R1 ☒ R2 ☐ R3 ☐ R4 ☐ C1 ☐ C2 ☐ C3 ☐ P1 ☐ ORIC

Please check the type(s) of variation(s) being requested:

☒ Zoning Code

☐ Building Code (fence variations only)

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: _____ Date: _____

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: **346 Park Ave.**

Date of Application: **7/16/18**

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)
10-8-7-C-2-b	the height of a wall that maintains a cononconfirming side yard setback may not be increased.	Increase the height of the north wall, which maintains a nonconforming side yard setback, from a single story into the second story by adding a second floor to the existing footprint.
10-8-7-C-2-b	The eaes of a sturcture shall be required to maintain a minimum 3 foot side yard setback	Allow the construction of eaves at the north wall of the building with a side yard steback of 1.44 feet.

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.

Re: 346 Park Avenue Project Description

July 16, 2018

Dear Zoning Board Members,

My wife and I are the parents of three young boys; we had long desired to live in the fine community of River Forest. We were thrilled when we purchased a single story, brick cottage with two bedrooms and one bathroom in the 300 block of Park Avenue. We felt it was the perfect property as it had a deep lot, two course solid brick exterior walls, and a concrete foundation. All in which to accommodate a second floor addition as our family grows.

In its current state, the existing kitchen is undersized, while the existing stairs to the basement are very steep and lack proper head clearance. Overall, the house has been minimally updated since it was built in 1954, and the existing layout is not a functional space for a family of five. We hired an architect to draw up plans to add a second story to the existing building with three bedrooms and an additional bathroom, which has a 3' side yard setback on the north side of the property (see attached plat of survey). The planned project also consists of remodeling the existing first floor area to provide a larger more functional kitchen, new breakfast area, a family room, and a larger open concept living room. The project will also involve bringing up to date all of the plumbing and electrical to current code specifications as well as the installation of a sprinkler system for fire suppression.

Description of proposed Variance

We respectfully request a zoning variance to allow the non-conforming, first floor, north wall of the home to increase from one story to two stories, with a side yard setback of 3 feet to match the existing home instead of the required 5 feet. The eave of the same wall also requires a variance to match the eaves of the rest of the house. This will project 18 inches onto a required 3 foot side yard setback.

The following are responses to standards:

1. The physical surroundings, shape or typographical 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;

Response: The narrow shape of the lot creates an unnecessary hardship in complying with the current side yard setback requirement. The current zoning ordinance was established well after the homes were built on the property. The lot is only 45 feet wide, almost 5 feet less than the average lot width of 50 feet in River Forest.

Additionally, homes in south River Forest, especially those on the west side of the 200 and 300 block of Park Avenue, were constructed on the north side of their already narrow property leaving a 3 foot side yard setback. If the strict letter of the zoning ordinance were carried out, there exists a practical difficulty and unnecessary hardship in design, engineering and construction of a second floor load-bearing wall offset by 2' from the first floor wall below. This would be atypical of a conventionally constructed second floor load-bearing wall. Our architect estimated we would incur an expense of \$29,000-\$37,000 outside conventional construction costs.

Furthermore, in order to create the additional living space necessary for our family we must make use of the entire second floor. If the strict letter of the zoning ordinance were carried out, there would be unnecessary hardship in a 20% loss of much needed, habitable floor space on the second floor.

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 of governmental action, other than the adoption of this Zoning Ordinance, for which no compensation was paid;

Response: The narrow lot shape is a unique condition that causes unnecessary hardship and is not the result of any singular action but is the result of an accumulation of circumstances, none of which are under our control. First, the creation of an atypically narrow lot is the result of a subdivision of land that was granted by the village government. This was created well before we took possession of the property. As noted above, the typical River Forest lot is 50 feet wide while our property is only 45 feet wide.

Additionally, when the land was subdivided and the lot was established, our home was then built with a set back of 3 feet off the north lot line and 10 feet off the south lot line. Our 45 foot wide property can easily accommodate the proposed addition but it is the unique location of the home on the property, justified so far to the north, that creates an unnecessary hardship. These two factors, independent of our ownership, contribute to the result of governmental action. They are the unique physical conditions resulting in unnecessary hardship and are not a result of any person having interest in the property.

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

Response: The property is unique in the same way that 515 Franklin, 30 Franklin, 24 Franklin are unique to R-2 zoning classification. The width of these properties are 5 feet smaller than the average width of properties within R-2 zoning classification of River Forest.

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

Response: We have lived in our house for three years. The purpose of the requested zoning variance is to provide the necessary living space for our family in a home where we wish to continue residing long after the renovation is complete. It is not based on our desire for economic gain.

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;

Response: The proposed addition will not have any detrimental effect on public welfare or be injurious to the enjoyment, use or development value of other properties in the neighborhood. To the contrary, following the strict letter of the zoning ordinance would result in an aesthetically unappealing house that would be out of harmony, absent of curb appeal and lacking coherence with the neighboring homes. (see attached photo)

Additionally, improvements to property tend to have a positive effect by raising the value of neighboring homes.

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;

Response: The requested zoning variance will not impair the adequate supply of light and air to adjacent properties. The proposed addition would be 3 feet below the maximum allowed (see attached sun study). The property to the north has a 5 foot side yard setback. With ours being 3 feet that is a total of 8 feet between properties. Additionally, the new renovation will have a whole house sprinkler system for fire suppression installed. According to the Home Fire Sprinkler Coalition, a properly installed sprinkler system will extinguish any threat of fire within the first 90 seconds of it being detected. This, along with the 8 foot separation between properties, sufficiently reduces the danger of fire. The requested zoning variation will facilitate in increasing the value of the adjacent properties and contribute value and character to that of the neighboring homes.

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

Response: The utilities and facilities required would not be above normal usage. The amount of square footage proposed by this project is well below the permissible floor area ratio, which has been established by the village as the level that will be supported by public utilities. Our home of five family members is not unusual and our proposed renovation is modest. By granting the requested variance there would be no undue burden placed on the fire department, the police department, streets and sanitation, etc.

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

Response: Granting this variation will enable us to make a reasonable use of the full width of the second floor. There are no other means to avoid the unnecessary hardship of a 20% loss of needed living space on the second floor.

There are no other means in avoiding the practical difficulty of engineering, design and unconventional construction this zoning ordinance bears upon this project and our ownership.

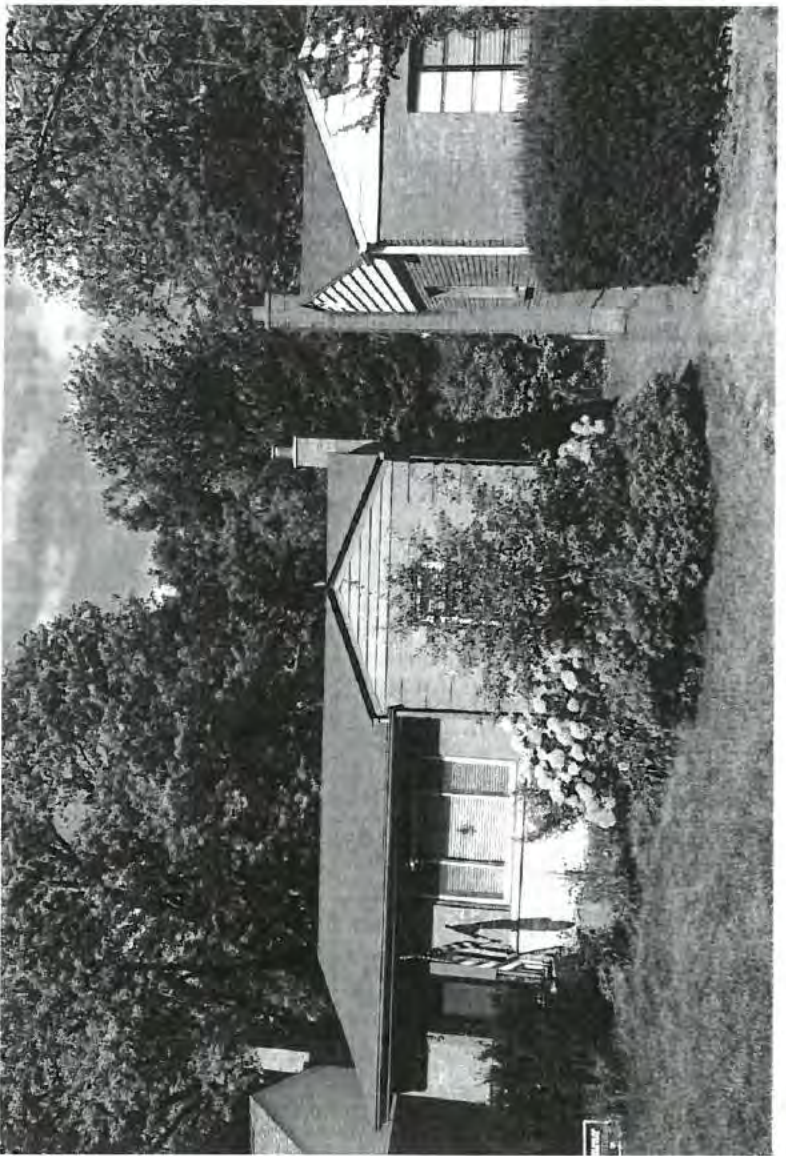
There are no other means to avoid injurious and undo development value this zoning ordinance bears on neighboring homes in the form of a lopsided, mismatched and outwardly asymmetrical appearance. Additionally, we would bear the burden of exorbitant construction costs (approximately \$29,000-\$37,000) associated with the scope of work necessary to build a second floor load bearing wall that would be offset by 2 feet from the existing load-bearing wall of the first floor. All the above mentioned unnecessary hardships and practical difficulties can only remedied by means of the requested zoning variation.

In the process of planning this renovation every effort has been made to ensure that the design, materials and aesthetic look of our new home is in balance with the neighboring homes and will add value and character to the neighborhood for years to come.

Thank you in advance for your time and consideration.

With sincere gratitude,

Shaun & Julie Krueger
346 Park Ave.







7.8.18

Project: Krueger Residence Addition and Remodeling
346 Park Av.
River Forest, Illinois

Sun Study Narrative

Please refer to Sun Study Drawing dated 7.5.18.

The proposed 346 east elevation, alternate as-of-right profile and existing 348 east elevation are shown.

Winter and summer solstice sun angles are indicated (for 12 noon at 42 degrees north latitude.) Angles were calculated using standard methods.

Winter solstice condition:

The proposed profile casts less shadow on the neighbor's roof than the as-of-right profile.

Summer solstice condition:

The difference between the proposed and as-of right shading on the neighbor's south wall is not significant, in that both shadow lines are above the level of the windows on that wall.

We hope that this is helpful, and meets with your approval.

Sincerely,

David J. Muriello
Illinois Registration #001-9814

8/1/2018

Clifford Radatz
Secretary, Zoning Board of Appeals
400 Park Avenue
River Forest, IL 60305

Dear Cliff,

My name is Christine and my husband Jayme and I live at 334 Park. We are close neighbors of Shaun and Julie Krueger and are writing in regard to the zoning variation application for their addition. We have seen the plans and have no issue with their expansion plans. Both the new garage and this addition will be a nice improvement for our block and feel fortunate that our neighbors continue to invest in the expansion and beautification of their home.

Sincerely,

Christine and Jayme Barnard

Christine Barnard
334 Park *Jayme Barnard*

August 1, 2018

Shaun and Julie Krueger
346 Park Ave.
River Forest, IL 60305

Dear Shaun and Julie,

I understand your proposed plan to add a second story to your existing home, and that the Village is requiring a variance from the side yard setback requirement to do so.

As a Realtor who specializes in River Forest my opinion is that adding a second story above the existing first floor plan will not harm neighboring homes. A house with a second story that is offset 2' from the existing wall will have a negative impact on the neighborhood because of its odd appearance. The second story that you are proposing to build will benefit the neighborhood by mirroring the houses with second stories that already exist in your neighborhood. This will also add value to the homes in area.

Please feel free to contact me with any questions.

Thank you,



Dionna H Plywacz | Broker
@properties

1011 South Boulevard
Oak Park, IL 60302
708.848.0200 office
708.848.0400 fax
773.297.2160 cell
dplywacz@atproperties.com

Stop looking, start finding®
atproperties.com

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

July 31, 2018

Dear Members,

I have been neighbors with Shaun and Julie Krueger for three years. I am writing this letter to express my support for their plans to add a two-story addition to their existing home. I am also in support of their request for a zoning variance. I think the house will look lopsided without the requested variance.

I have seen their plans and feel that what they are proposing is a reasonable size for the lot. This addition will be a significant improvement to their home as well as our neighborhood.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Nunn", with a stylized flourish extending to the right.

Mark Nunn
342 Park Ave.

July 25, 2018

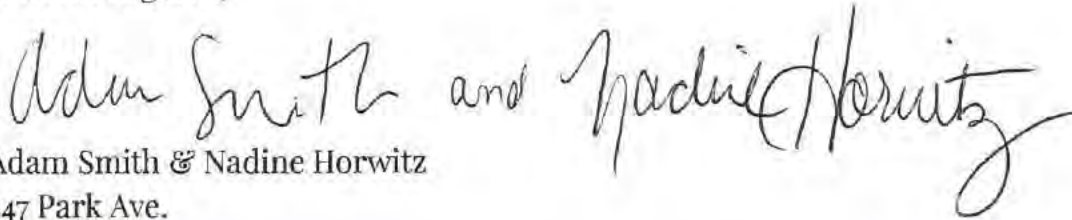
Dear Zoning Board Members,

We reside across the street from Shaun and Julie Krueger. We were delighted when they shared their plans with us for expanding their home. Their current home is quite cramped for a family of five; we are fully supportive of their plans to add a second floor and addition onto their home.

Our block is comprised of bungalows, split-levels, and two-story homes. The Kruegers' plans for enlarging their home are aesthetically pleasing to the eye and will enhance the character of our neighborhood. We are in full support of the variation they asking for to extend the second floor straight up instead of bumping in two feet.

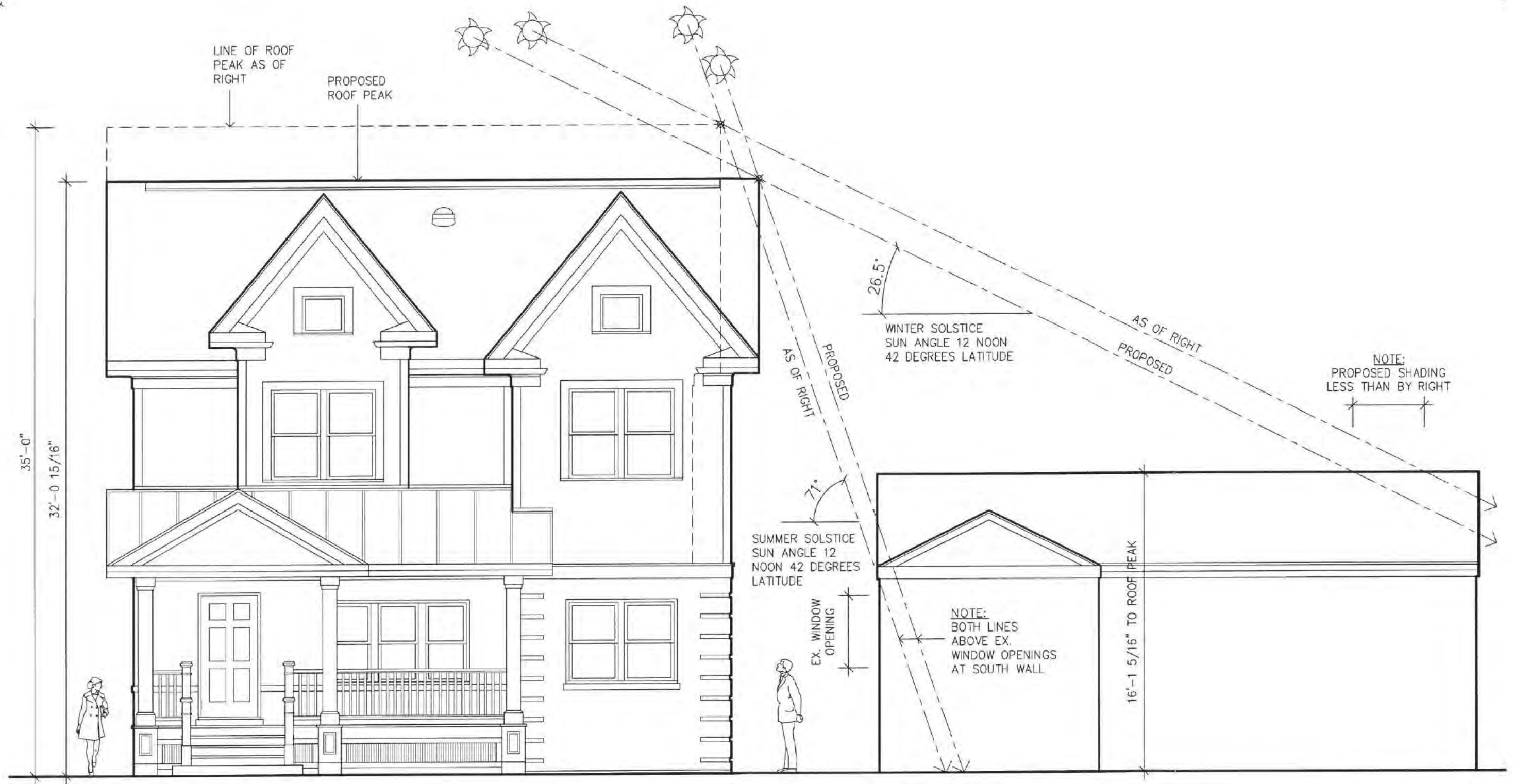
Please feel to contact us if you have any questions.

Kindest Regards,

A handwritten signature in black ink that reads "Adam Smith and Nadine Horwitz". The signature is written in a cursive, flowing style. "Adam Smith" is on the left, followed by "and", and then "Nadine Horwitz" on the right. The "N" in Nadine is particularly large and stylized.

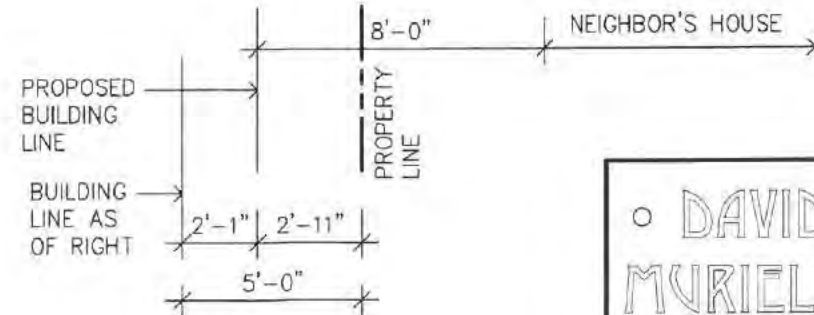
Adam Smith & Nadine Horwitz
347 Park Ave.

630-675-6366



346 PARK AV.
EAST ELEVATION

0 2' 4' 8'



348 PARK AV.

DAVID MURIELLO ARCHITECT	7.5.18	PROJECT: KRUEGER RESIDENCE ADDITION AND REMODELING 346 PARK AV. RIVER FOREST, ILLINOIS	SUN STUDY
		PROJECT NUMBER: 4012 DRAWN BY: DM FILE NAME: SUNSTUDY	

MARK	SASH SIZE/DOOR SIZE (W X H)	TYPE	QUANTITY	LOCATION	REMARKS
A	48"x48" FRAME VER.	APPROVED BASEMENT ESCAPE WINDOW	1	REC. ROOM	TEMPERED GLASS OPSCURE GLASS TO BE SELECTED EX. OPENING
B	30"x32" SASH 2 WIDE	SLIDER 2 WIDE	3	REC. ROOM	3" SPREAD MULLION
C	32"x32" SASH 3 WIDE	DBL. HUNG 2 WIDE	1	LIVING ROOM	3" SPREAD MULLION
D	28"x32" SASH 4 WIDE	DBL. HUNG 4 WIDE	1	LIVING ROOM	3" SPREAD MULLIONS EX. OPENING
E	32"x32" SASH	DBL. HUNG	1	STAIRWAY	TEMPERED GLASS
F	28"x32" SASH	DBL. HUNG	4	DINING ROOM, FAMILY ROOM	
G	20"x30" FIXED SASH 3 WIDE	FIXED SASH 3 WIDE	1	MASTER BEDROOM	3" SPREAD MULLIONS CENTER SASH MEETS EDGE REQUIREMENTS
H	28"x48" SASH 4 WIDE	DBL. HUNG 4 WIDE	1	KITCHEN	3" SPREAD MULLIONS
J	30"x40" SASH	DBL. HUNG	1	KITCHEN	
K	24"x30" FRAME	CASSEMENT	2	LIVING ROOM	SEE PLANS AND ELEV. FOR HINGING
L	36"x56" SASH 2 WIDE	DBL. HUNG 2 WIDE	1	BEDROOM 2	3" SPREAD MULLION
M	28"x56" SASH 2 WIDE	DBL. HUNG 2 WIDE	2	BEDROOM 3, BEDROOM 4	3" SPREAD MULLION
N	30"x56" SASH	DBL. HUNG	4	BEDROOM 3, BEDROOM 4, MASTER BEDROOM	VERIFY MEETS EDGE REQUIREMENTS
P	30"x56" CENTER SASH WITH 28"x56" SASH FLANKING	DBL. HUNG 3 WIDE	1	MASTER BEDROOM	3" SPREAD MULLIONS VERIFY MEETS EDGE REQUIREMENTS
Q	36"x48" SASH	DBL. HUNG	1	MASTER BATH	OPSCURE GLASS TO BE SELECTED
R	32"x48" SASH	DBL. HUNG	1	MASTER BATH	OPSCURE GLASS TO BE SELECTED
S	28"x24" FRAME	CASSEMENT	2	ATTIC	SEE PLANS AND ELEV. FOR HINGING
T	28" W. ARCHTOP SASH 3 WIDE	ARCH TOP FIXED SASH 3 WIDE	3	ATTIC	3" SPREAD MULLIONS
U	36"x56" SASH	DBL. HUNG	1	STAIRWAY	TEMPERED GLASS

WINDOW SCHEDULE NOTES:

- ALL WINDOWS TO BE VINYL IN BASEMENT, WOOD ELSEWHERE, CLAD, COMPLETE WITH INSECT SCREENS AND INSULATING GLASS UNLESS NOTED OTHERWISE.
- INSIDE SURFACES TO BE PRIMED FOR PAINT FINISH.
- ALLOWABLE MANUFACTURERS OF OTHER WINDOWS AND FRENCH DOOR UNITS ARE AS FOLLOWS:
WARRIN, JELD-WEN, PELLA, HURD AND WEATHER SHIELD.
EQUAL PRODUCTS OF OTHER MANUFACTURERS ARE TO BE APPROVED BY THE ARCHITECT.
- UNITS TO BE FURNISHED WITHOUT BRICKMOLD.
- PROVIDE JAMB EXTENSIONS AS REQUIRED.
- VERIFY ALL ROUGH OPENING DIMENSIONS WITH THE MANUFACTURER.
- CLADDING COLOR, SCREEN FRAME COLOR AND SCREEN FABRIC ARE TO BE SELECTED.
- PROVIDE CLEAR LOW-E GLASS.
- HARDWARE FINISH TO BE SELECTED.
- PROVIDE TEMPERED GLASS WHERE INDICATED.
- U-VALUE TO BE 0.32 OR BELOW.
- NEW WINDOWS SHALL HAVE A MAXIMUM AIR INFILTRATION RATE OF 0.3 CFM PER SQUARE FOOT. SWINGING EXTERIOR DOORS SHALL HAVE A MAX. AIR INFILTRATION RATE OF 0.5 CFM PER SQUARE FOOT, ALL PER IECC 402.4.4.
- CASSEMENT WINDOWS SHALL BE HINGED AS INDICATED ON THE PLANS AND ELEVATIONS.

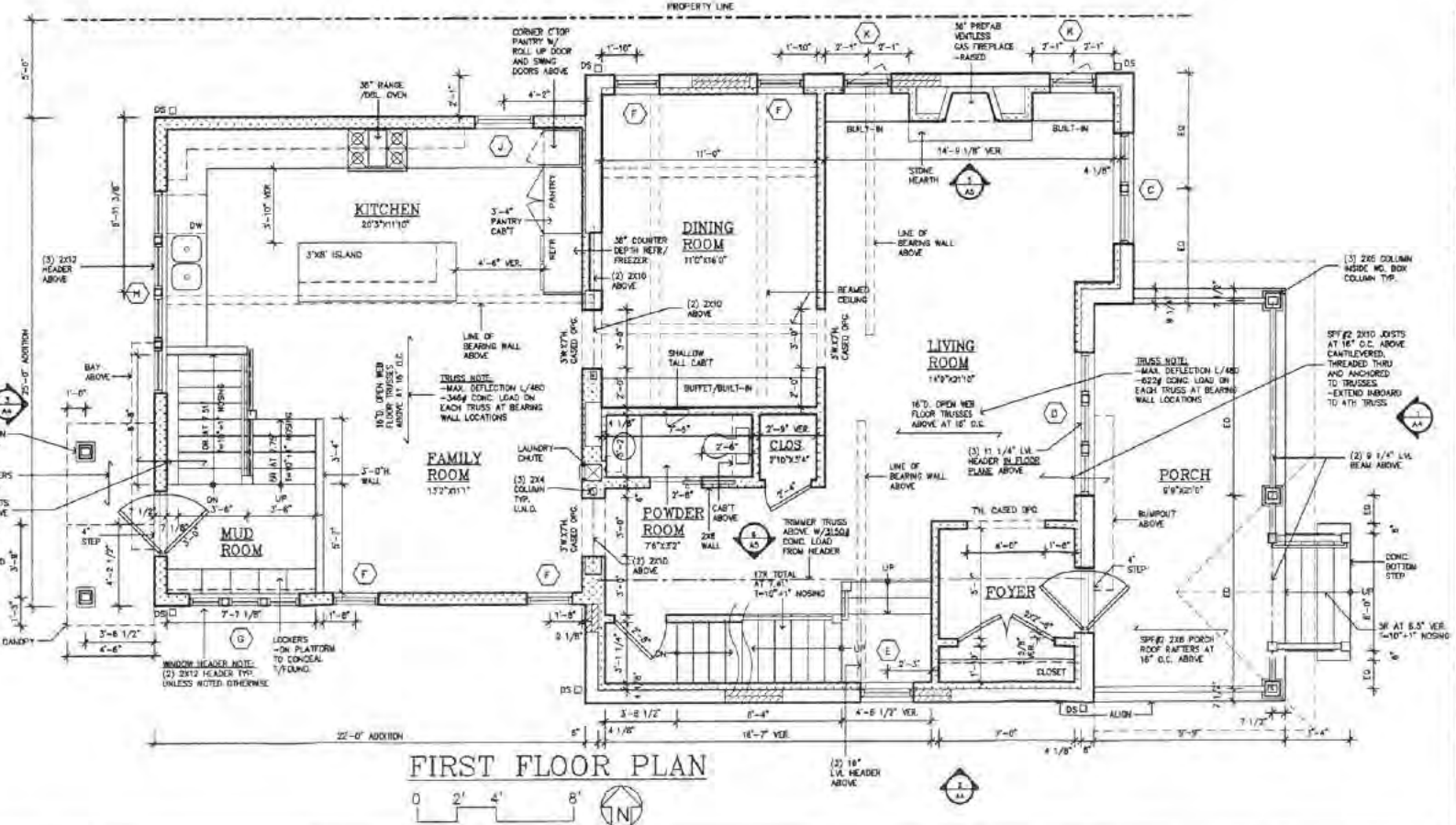
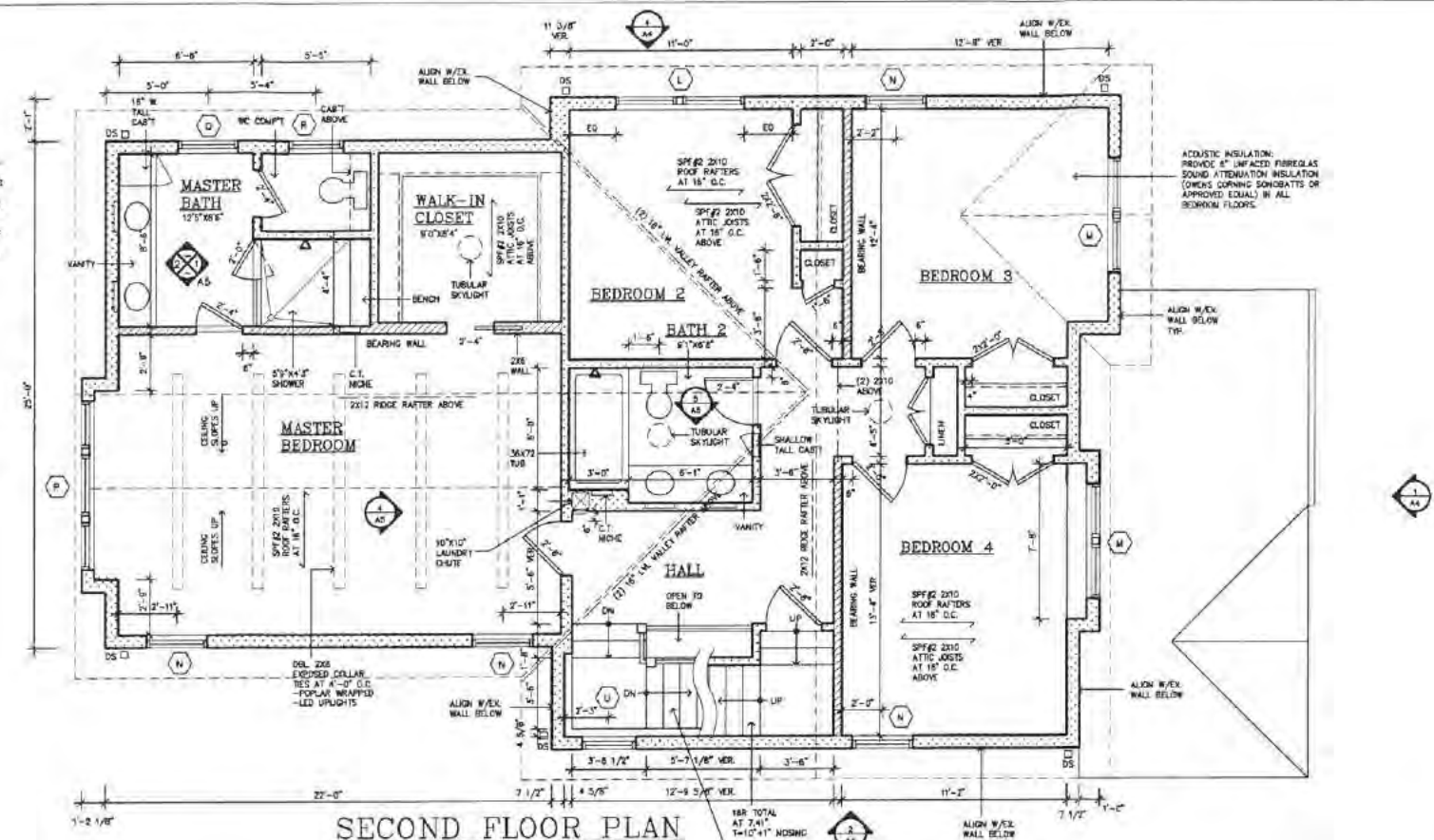
WALL LEGEND

- EXISTING EXTERIOR MASONRY WALL TO REMAIN
- PROVIDE 2X4 FURRING AT 16" O.C., 3 1/2" R30 CLOSED CELL URETHANE INSULATION AND 5/8" DRYWALL FINISH.
- MATCHING MASONRY WALL INFILL
- 2" MIN. BRICK TO MATCH EXISTING MATCH MORTAR COLOR AND JOINT PROFILE EXACTLY.
- PROVIDE 2X4 FURRING AT 16" O.C., 3 1/2" R30 CLOSED CELL URETHANE INSULATION AND 5/8" DRYWALL FINISH.
- NEW EXTERIOR WALL
HAND SIDING ON AIR INFILTRATION BARRIER (TYVEK)
ON 5/8" PLYWOOD SHEATHING ON SP#2 2X6'S AT 16" O.C. WITH 5 1/2" R30 VAPOR BARRIER FACED BATT INSULATION AND 5/8" DRYWALL FINISH.
- NEW INTERIOR WALL
ONE LAYER 5/8" DRYWALL EACH SIDE ON SP#2 2X4'S AT 16" O.C.
- PROVIDE 2X6 STUD FRAMING IN WALLS WITH POCKET DOORS AND AS INDICATED.
- NEW INTERIOR LOAD BEARING WALL
ONE LAYER 5/8" DRYWALL EACH SIDE ON DOUBLE SP#2 2X4'S AT 16" O.C.
- PROVIDE 2X6 STUD FRAMING IN WALLS WITH POCKET DOORS AND AS INDICATED.
- 5/8" DRYWALL ON 2X4 FURRING AT 16" O.C.
OVER EXISTING BASEMENT EXTERIOR WALL.
- PROVIDE 3 1/2" R15 VAPOR BARRIER FACED BATT INSULATION.
- FURRING BOT. PLATE TO BE TREATED.
- 5/8" DRYWALL ON 2X4 FURRING AT 16" O.C.
OVER NEW CONC. FOUNDATION WALL.
- PROVIDE 3 1/2" R15 VAPOR BARRIER FACED BATT INSULATION.
- FURRING BOT. PLATE TO BE TREATED.

WALL LEGEND NOTES:

- PROVIDE 9/16" CEMENT BOARD (DUROCK) IN LIEU OF DRYWALL BOARD ALL TILE IN BATHS AND POWDER ROOMS.
- PROVIDE MOISTURE RESISTANT DRYWALL IN BATHS WHERE TILE DOES NOT OCCUR (INCLUDING AT CEILING).
- ACOUSTIC INSULATION: PROVIDE 3 1/2" UNFACED FIBERGLASS SOUND ATTENUATION INSULATION (OWENS CORNING SONOBATT OR APPROVED EQUAL) IN NEW INTERIOR BATH AND POWDER ROOM WALLS.

MASTER BATH NOTES:
SHOWER:
- FRAMELESS TEMPERED GLASS
SHOWER ENCLOSURE
- MIDDLE C.T. SHOWER FLOOR
AND CURB ON WATERPROOF
MEMBRANE
- C.T. BENCH ON WATERPROOF
MEMBRANE
- C.T. CURB ON WATERPROOF
MEMBRANE
C.T. SINK/W.C. SINK:
- 1" X 1/2" X 1/4" S.S.
C.T. SINK W/STONE
BOTTOM AND 2 INTER.
SHOVES. SLOPED
SLIGHTLY TO DRAIN
- VER. EXACT LOC. TO
COORDE. OUT W/C.



PROJECT:
**KRUEGER RESIDENCE
ADDITION
AND REMODELING**
346 PARK AV.
RIVER FOREST, IL

PROJECT NUMBER: 4012
FILE NAME: KRUEGER-PLANS

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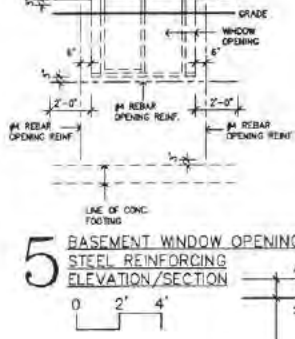
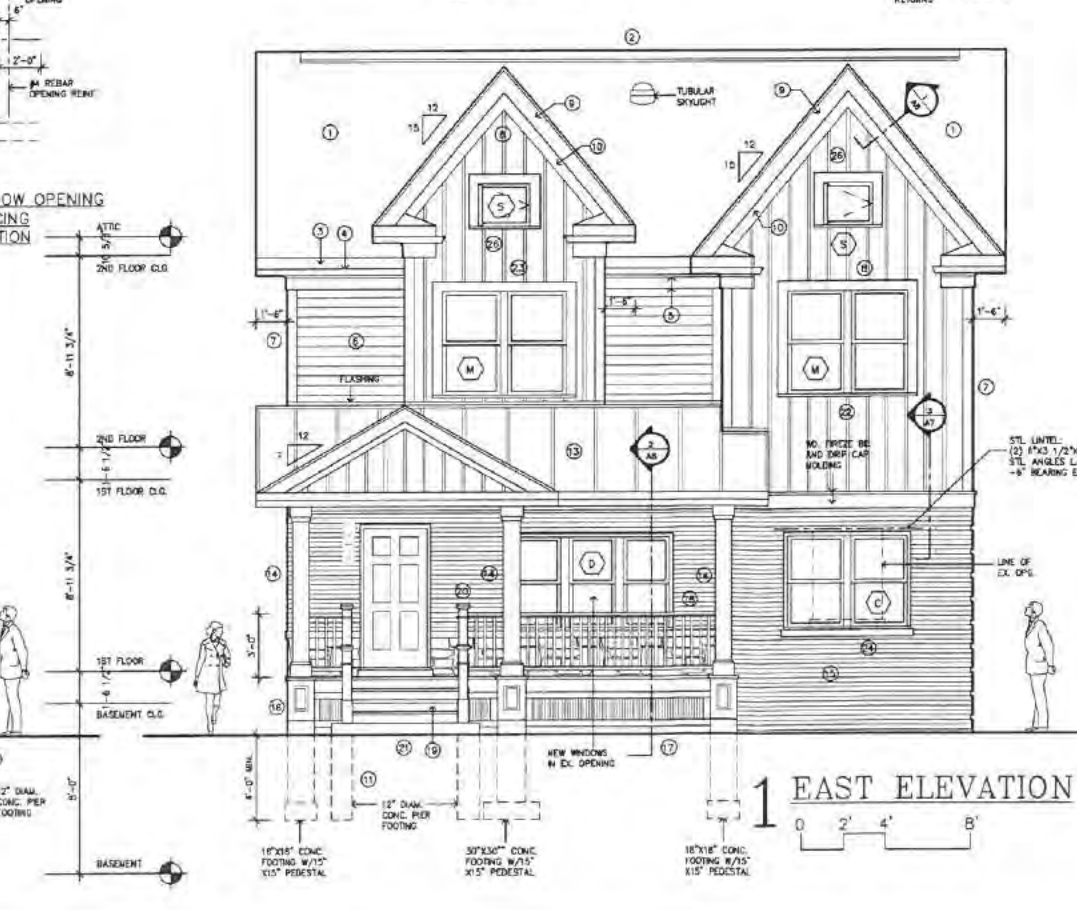
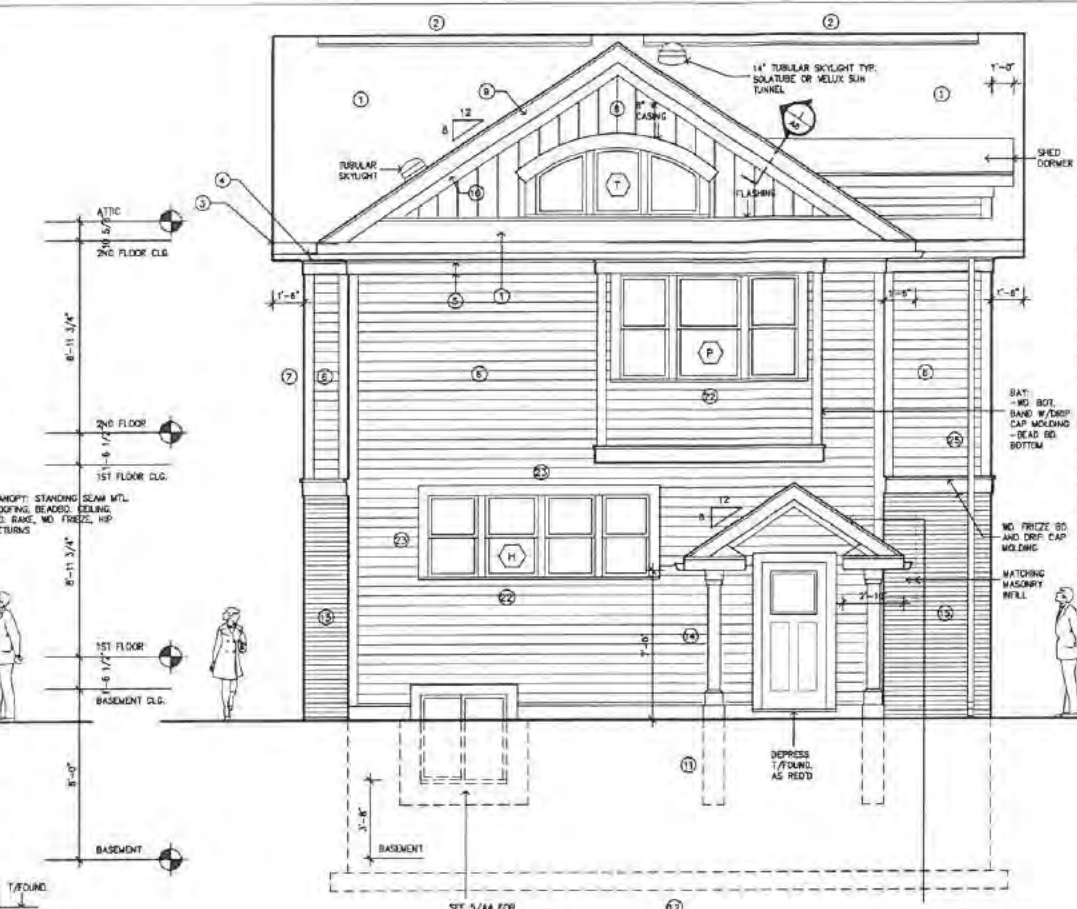
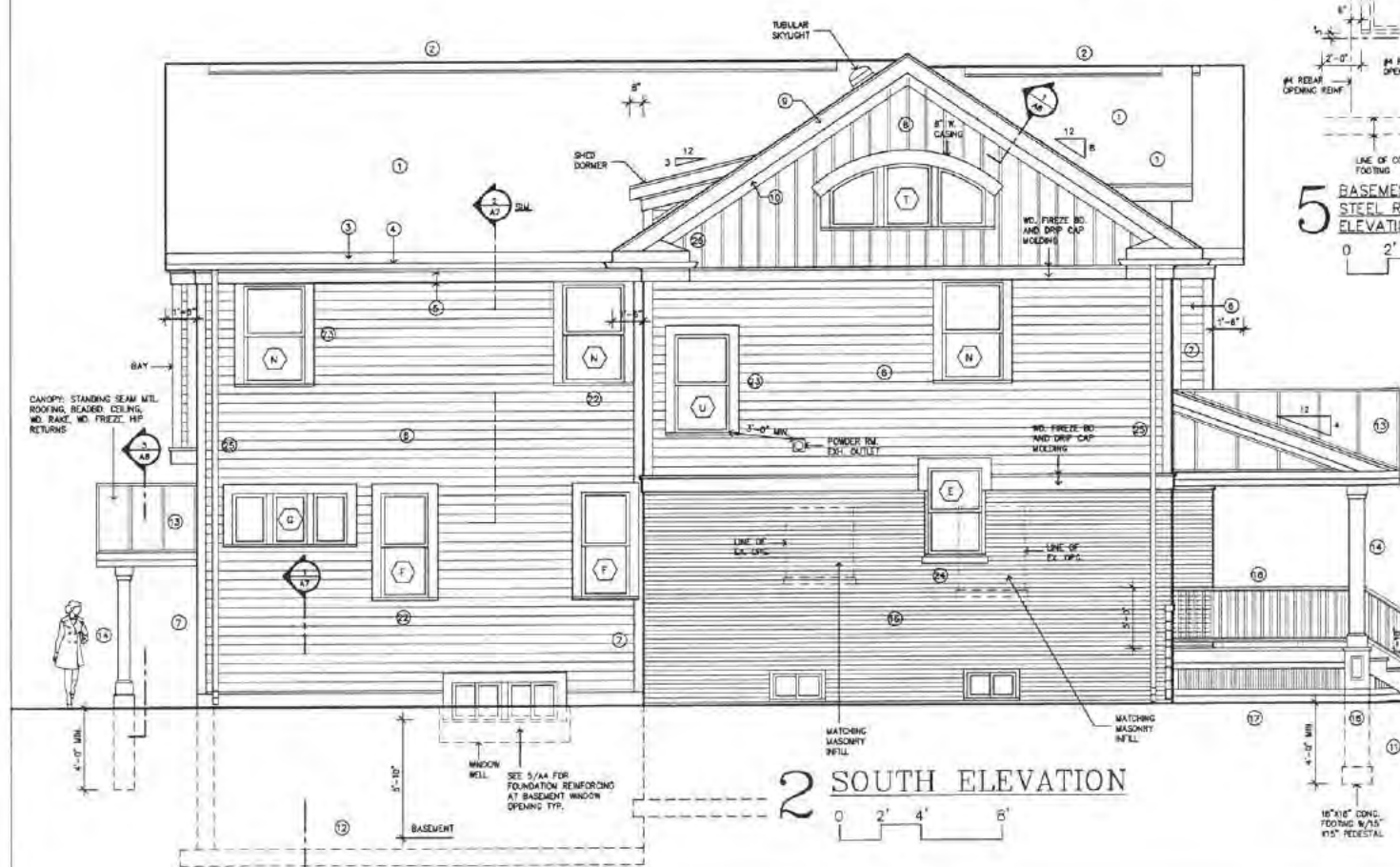
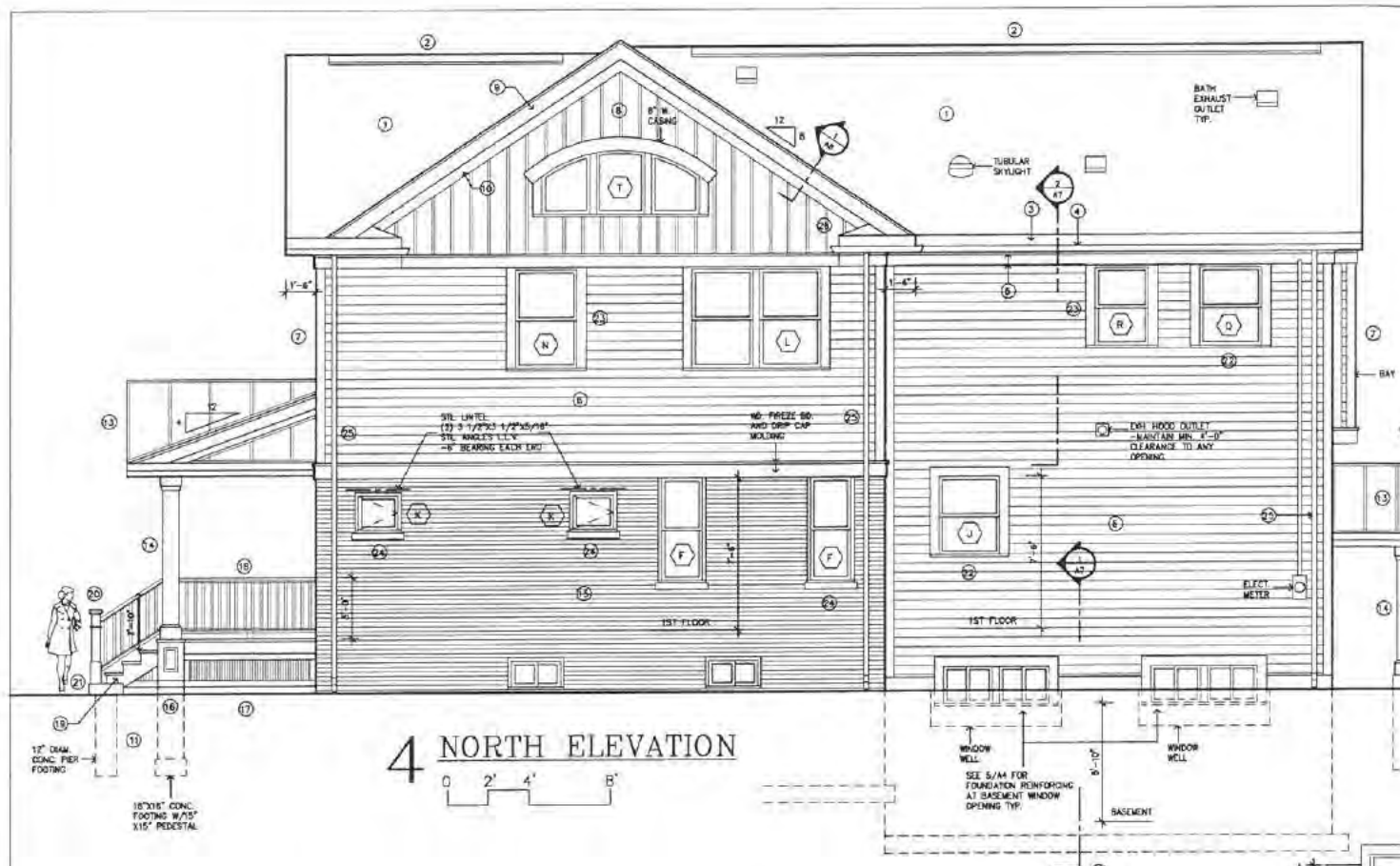
5.14.18

FLOOR PLANS

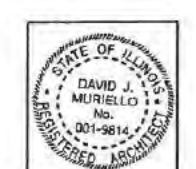
A3

SHEET 3 OF 10

DAVID
MURIELLO
ARCHITECT



- 1 ASPHALT SHINGLE ROOFING
- 2 CONT. SHINGLED RIDGE VENT
- 3 #2 PINE FASCIA
- 4 ALUM. GUTTER
- 5 WD. FREEZE BD. AND MOLDING
- 6 5 1/2" HARD SIDING
- 7 4 1/2" CORNER BOS. AT INSIDE AND OUT SIDE CORNERS
- 8 VERT. WD. BOARD AND BATTEN SIDING
- 9 WD. RACE BD.
- 10 WD. FREEZE BD. W/MOLDING
- 11 CONC. PIER FOOTING
- 12 LINE OF CONC. FOOTING
- 13 PREFIN. STANDING SEAM MTL. ROOFING
- 14 WD. COLUMN
- 15 EXISTING BRICK
- 16 WD. PANEL PEDESTAL
- 17 WD. SHIRT
- 18 WD. RAIL
- 19 WD. STAIR
- 20 WD. NEWEL POST TYP.
- 21 CONC. BOTTOM STEP
- 22 CLAD WD. DBL. HUNG WINDOW TYP.
- 23 5 1/2" HARD TRIM TYP.
- 24 Limestone SILL TO MATCH EX.
- 25 ALUM. DOWNSPOUT
- 26 HP RETURN



PROJECT:
**KRUEGER RESIDENCE
ADDITION
AND REMODELING**
346 PARK AV.
RIVER FOREST, IL.
PROJECT NUMBER: 4012
FILE NAME: KRUEGER-PLANS
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5.14.18

EXTERIOR
ELEVATIONS
A4
SHEET 4 OF 10

DAVID
MURIELLO
ARCHITECT

**VILLAGE OF RIVER FOREST
ZONING BOARD OF APPEALS MEETING MINUTES**

August 9, 2018

A meeting of the Village of River Forest Zoning Board of Appeals was held at 7:30 p.m. on Thursday, August 9, 2018 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: Chairman Frank Martin, Members David Berni, Michael Smetana, and Tagger O'Brien

Absent: Members Gerald Dombrowski, Michael Ruehle, and Robert Swindal

Also Present: Secretary Clifford Radatz, Assistant Village Administration Lisa Scheiner, Village Attorney Michael Mars

II. PUBLIC HEARING – 346 PARK AVENUE - VARIATION REQUEST - GARAGE HEIGHT

Secretary Radatz swore in all parties wishing to speak.

Secretary Radatz provided the ZBA with a summary of the events that led to the property owner appearing before the Board to request a major variation.

Section 10-8-6 of the Zoning Code limits the height of an accessory building to 18 feet above grade, grade being defined as the elevation at the public walk. The applicant had sought a minor variation for the allowable height of the garage which he was proposing to build. A Minor Variation allows up to five percent increase in the maximum building height permitted by the Zoning Code. In accordance with Section 10-5-4(B)(5) of the Village Zoning Code, a minor variation was granted in December, 2016 to construct a garage at a height of 18 feet 10.8 inches. The garage was constructed with an actual height that exceeds the permitted height by approximately 1 inch. Since a minor variation is only permissible when that variation is the only variation required for that structure or use per section 10-5-4-(B)(1), the applicant must now seek a major variation for the additional height.

Mr. Shaun Krueger, owner the property at 346 Park Avenue, stated that the reason for his appearance before the Zoning Board of Appeals was that an error had been made in the calculation of the garage height during construction. He stated that the height from the grade adjacent to the garage is in compliance, but the height as measured from the elevation of the public sidewalk, (which is what the code requires), exceeds the height that was authorized by the minor variation that he was granted.

In response to a question from Mr. Berni, Mr. Krueger replied that behind his garage is additional yard space and then an incline of the embankment for the Canadian National railroad tracks. In

response to a question from Chairman Martin, Mr. Krueger confirmed that there are no buildings behind his garage.

Chairman Martin asked if any member of the public wished to address the Zoning Board. Hearing none the public hearing was closed.

A MOTION was made by Member Berni and SECONDED by Member O'Brien that the Zoning Board of Appeals recommend to the Board of Trustees that the requested variation to Section 10-8-6 of the Zoning Ordinance be approved.

Ayes: Members Berni, Smetana, O'Brien, and Chairman Martin

Nays: None.

Motion passed.

III. PUBLIC HEARING – 346 PARK AVENUE – VARIATION REQUEST – ADDITION TO HOUSE

Mr. Krueger explained that he intends to construct a second floor addition to his home which would increase the height of the north wall of the existing house which maintains a nonconforming setback.

Mr. Krueger noted that to offset the wall to comply with the setback requirement would result in an unusual appearance that could throw off the aesthetics of the entire block. Further he indicated that the proposed bedrooms on the Second Floor of the addition would lose substantial area.

Mr. Krueger noted that the Sun Study included in his submission that the proposed variation did not have a significant impact on the light and air available to the neighboring property to the north of his.

Mr. Krueger stated that it is a substantial hardship to build an addition when the wall of the second floor does not align with the wall below, as it is not standard construction practice which results in additional construction costs to be incurred.

The applicant stated that the proposed variation would not have a significant impact on public utilities and would not diminish anyone's enjoyment of their property. Additionally, he stated that as designed, the house will add character and appeal to the area, increasing the value of the surrounding homes.

Mr. Berni asked if the applicant had looked at any other plans for the proposed addition to the house. Mr. Krueger indicated that they had reviewed the possibility of moving the second floor back to conform with the setback requirement, but reiterated that he felt that it would look off or like a mistake.

Mr. Berni observed that the roof eave on the proposed addition actually projects further than the current roof overhang.

Chairman Martin noted that this application includes two variations, one for the increase in height of the wall, and a second variation for the projection of the roof overhang into the required side yard setback.

Ms. O'Brien asked about the length of the non-conforming wall. Mr. Krueger answered that it is 26 feet long.

Chairman Martin noted that the Sun Study shows that the window of the neighboring house will be in shadow most of the year. Mr. Krueger noted that it will be in shadow most of the year with or without the variations.

Mr. Smetana asked how the side of the house would be maintained with such a small side yard. Mr. Krueger noted that there is specialized construction equipment that can be used to access the side of the building if that became necessary.

Mr. Berni asked if the chimney that projects from the north wall of the house was also being extended. David Muriello, architect for the project, indicated that the chimney would be removed, and that the appliances would be vented through the side of the house.

Mr. Berni asked if any different roof orientations were considered. Mr. Muriello stated that the "sideways" facing gable of the proposed design matches that of the existing roof and the roofs of most of the other houses on the block.

Chairman Martin asked if any member of the public wished to address the Zoning Board. Hearing none the public hearing was closed.

Ms. O'Brien noted that there are 11 similar properties on the block, so the conditions are not unique, citing Standard 3.

A MOTION was made by Member O'Brien and SECONDED by Member Berni that the Zoning Board of Appeals recommend to the Board of Trustees that the requested variations to Section 10-9-7 of the Zoning Ordinance NOT be approved.

Member O'Brien and Chairman Martin stated that standards 1, 3, 5, 6 and 8 have not been met.

Ayes: Members Berni, Smetana, O'Brien, and Chairman Martin

Nays: None.

Motion passed.

The recommendation of the Zoning Board of Appeals to the Village Board is that these variations NOT be approved.

IV. PUBLIC HEARING – 514 ASHLAND AVENUE – VARIATION REQUEST – LOT COVERAGE

Mr. Steve Glinke, owner of the property at 514 Ashland Avenue, introduced his proposed variation to allow a Lot Coverage of 34 percent of the Lot Area to allow the construction of his proposed addition to his house.

Mr. Glinke noted that the house is an Arts and Crafts bungalow, and that he is enamored with the property. He believes that the style of the building is unique in River Forest and that the existing details would be difficult to reproduce. He noted that the additional Lot coverage comes to 314 square feet.

Mr. Berni asked how the applicant has determined that the lot is sub-standard, as noted in the application. Mr. Glinke answered that the subject lot does not meet the minimum lot area set forth in the Zoning Ordinance.

Mr. Glinke emphasized that the variation will not result in any impact in the light and air of the neighbors. He also noted that he has retained a Civil Engineer, who has noted that the addition can be built without any adverse impacts on the neighboring properties.

Mr. Berni asked what qualified a lot to be a standard lot. Secretary Radatz stated that the Zoning Ordinance requires a minimum Lot Area for lots in the R-2 Zoning District of 8,712 square feet.

Mr. Berni noted that he remembered an instance where a variance had been granted for lot coverage to construct a detached garage on a “sub-standard” lot. Mr. Berni asked if the proposed addition would be conforming with Lot Coverage if the Lot had the standard area. Mr. Glinke answered that his Architect’s calculations indicate that they would be conforming if the Lot was standard.

Ms. O’Brien asked if there would be water problems as a result of the excess Lot Coverage. Mr. Glinke stated that the verbal report he received from the Engineer was that there would not be any problems. Ms. O’Brien asked if he had any water problems now. Mr. Glinke indicated that he did not.

Mr. Glinke noted that the rear line of the proposed addition will be approximately in line with the rear of the neighboring houses.

Chairman Martin noted that each application for Zoning Variation is judged on its own merits, and that a decision in one case does not set a precedent for any subsequent application.

Chairman Martin asked if there is any way to decrease the magnitude of the variation which is being requested. Mr. Glinke cited the efficiencies of the design of the proposed addition. He noted the proposed design by any measure is a modest addition, being sized just to meet present and future anticipated needs.

Mr. Smetana asked if the present garage on the property existed before he owned the property. Mr. Glinke noted that he built the garage and that it has an area in excess of 700 square feet.

Chairman Martin noted that there was no one remaining in the audience who had signed up to address the Board. The public portion of the hearing was closed.

Mr. Berni stated that he believes that the area of the lot, being smaller than the "standard" lot, was a grounds for finding a hardship. Ms. O'Brien concurred with Mr. Berni's observation.

A MOTION was made by Member Berni and SECONDED by Member O'Brien that the Zoning Board of Appeals recommend to the Board of Trustees that the requested variation to Section 10-9-5 of the Zoning Ordinance be approved.

Member Smetana stated that he believes standard two had not been met, noting that the applicant had added Lot Coverage when the applicant had constructed the garage.

Ayes: Members Berni, O'Brien
Nays: Chairman Martin, Member Smetana
Motion failed.

In a response to a question from Chairman Martin, the Village Attorney noted that because of the tied vote, the application will go forward to the Village Board as a "NO" recommendation.

V. PUBLIC HEARING – TEXT AMENDMENT TO SECTIONS 10-3-1 (DEFINITIONS), 10-20-1 (HEIGHT) AND 10-21-3 (APPENDIX A/LAND USE CHART) OF THE ZONING ORDINANCE REGARDING SMALL WIRELESS FACILITIES

Village Attorney Michael Mars explained what a small cell is stated that the reason this matter is currently on the forefront is that the telecommunications industry is getting ready to launch a 5G network which will support technology such as smart home devices and driverless cars. He explained that the State of Illinois passed legislation to permit installation of these small wireless facilities and limits local zoning authority.

Mr. Mars explained that small wireless facilities are a permitted use in all public rights-of-way, which includes streets parkways, and compatible utility easements. He stated that, under Illinois law, the Village is required to designate this use as a permitted use in zoning districts that are exclusively commercial. In River Forest this is the C1 Commercial Zoning District. Mr. Mars stated that the Village Board of Trustees recently adopted an amendment to the Village Code by adding a section related to small wireless facilities.

Mr. Mars said the Village also wanted to address this matter from a zoning perspective by amending Section 10-3-1, 10-20-1, and 10-21-3 Appendix A of the Zoning Ordinance. He explained that the proposed amendments modify definitions in the zoning ordinance to clarify the

meaning of "small wireless facility, regulate the height of the facilities, and modify the land use chart to identify this as a permitted use in the C1 District, and a Special Use in all other zoning districts.

Chairman Martin asked why the Village has to go through the amendments if the state statute requires that the Village do this. Village Attorney Mars stated that the Village implemented the state statute by adopting a new chapter in the Village code and that these amendments give the Village additional protection.

Mr. Mars explained that the carriers will want to install the small wireless facilities on Commonwealth Edison poles since they are required to pay ComEd only \$15/year. If facilities are placed on the Village's poles the fee is \$200/year. He said that he, Village Staff and AT&T recently met regarding AT&T's desire to install a facility at the intersection of Lake Street and Harlem Avenue.

Chairman Martin asked whether the carriers would need the permission of a private land owner in the C1 District to install the facility. Mr. Mars said they are required to obtain that permission but the carriers are unlikely to seek this out because they will have to pay more (\$250 per month).

Member Smetana asked how many facilities would be installed in a specific area. Mr. Mars replied that in a densely populated area like River Forest that they could be installed about every 150 to 300 feet. He stated that they will be installed over time and some people may become accustomed to them over time.

Member Berni described a conversation he had with his son who said that the carriers will not attach these facilities to cement poles and that they will likely target ComEd poles.

Mr. Mars said that design standards will allow the Village how these facilities appear.

In response to a question from Chairman Martin, Mr. Mars reiterated the amendments being sought to the Zoning Ordinance.

Chairman Martin asked if any member of the public wished to address the Zoning Board. Hearing none the public hearing was closed.

A MOTION was made by Member O'Brien and SECONDED by Member Smetana that the Zoning Board of Appeals recommend to the Board of Trustees that the Zoning Code text amendments regarding small wireless facilities be approved.

Ayes: Members Berni, Smetana, O'Brien, and Chairman Martin

Nays: None.

Motion passed.

VI. ADJOURNMENT

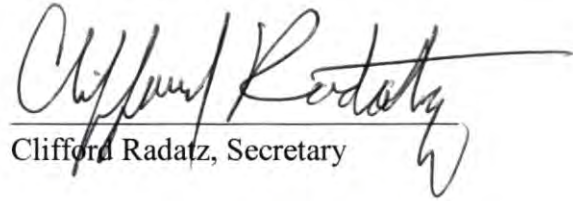
A MOTION was made by Member O'Brien and SECONDED by Member Berni to adjourn the meeting at 8:56 p.m.

Ayes: Members Berni, Smetana, O'Brien, and Chairman Martin

Nays: None.

Motion passed.

Respectfully Submitted:



Clifford Radatz, Secretary



Frank Martin, Chairman
Zoning Board of Appeals

Date: 9/24/2018

346 Park Avenue Project Description

November 21, 2018



Dear River Forest Village of Board of Trustees,

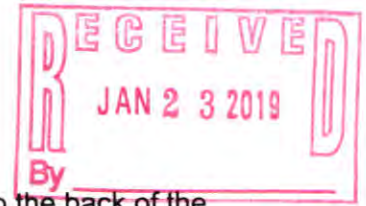
My wife and I are the parents of three young boys. We had long desired to live in the fine community of River Forest, where my wife grew up, and have our children attend one of the best schools districts in the state. We were thrilled when we purchased a single-story brick Cottage on the 300 block of Park Avenue. However, in its current state, the house does not meet our family's current housing needs. The existing kitchen is undersized, there are only two bedrooms and one bathroom, and the existing stairs to the basement are very steep and lack proper head clearance. Overall, the house has been minimally updated since it was built in 1954, and the existing layout is not a functional space for a family of five. We hired an architect, David Muriello, to draw up plans for an addition to the back of the house as well as a second story to the existing building. This will add three additional bedrooms and one additional bathroom. The planned project also consists of remodeling the existing first floor area to provide a larger more functional kitchen, new breakfast area, a family room, and a larger living room. The project will also involve bringing all the plumbing, electrical, insulation and building envelope up to date and to current the building code specifications. Once complete, our new home will allow our family to age and grow in place.

(see Plat of Survey) I have submitted a Plat of Survey for the property dated July 3, 2018 which reflects a 3' side yard setback on the north side of the property.

Citing the River Forest village zoning ordinance Section 10-8-7-C "Set back regulations... side yard: The required minimum side yard setback shall be ten percent of the lot width or five feet, whichever is greater..." In my case this would require a 5 foot set back for the walls built on the north side of the second floor addition of the existing building. If the strict letter of the zoning ordinance were carried out it would create an unnecessary hardship in the form of higher construction cost, aesthetics lacking in curb appeal, and the loss of habitable floor space. The cost of the project increases significantly when a second floor load-bearing wall is not bearing on the wall the first floor be below it, but rather offset by 2 feet from the wall below it. This would be atypical of a conventionally constructed second floor load-bearing wall. Our architect estimated that we would incur an additional expense of roughly \$37,000 outside of conventional construction costs in the form of design time, structural engineering, the additional construction time for concrete piers, support columns, support beams, roofing, flashing, etc., all so that the second floor wall could meet the setback requirements of the local zoning ordinance.

Following the strict letter of the zoning ordinance would also result in an aesthetically unappealing elevation that would be out of harmony, absent of curb appeal and lacking coherence with any of the neighboring homes. (see attached photo).

Furthermore, if the strict letter of the zoning ordinance were carried out, there would be an unnecessary hardship in the form of approximately 18- 20% loss of much needed and habitable floor space on the second floor, as calculated by my architect.



Of specific note, I would like to emphasize the fact that the north wall of the addition to the back of the house and its eaves will be compliant with the five foot side yard setback, as required by the village zoning ordinance.

Description of requested zoning variation

We respectfully request a zoning variance to allow the non-conforming, first floor, north wall of the home to increase from one story to two stories, with a side yard setback of 3 feet to match the existing home instead of the required 5 feet. The eave of the same wall also requires a variance to match the eaves of the conforming wall of the rest of the house. In other words, the eaves of this wall will project 18 inches onto a required 3 foot side yard setback

Revised responses to standards:

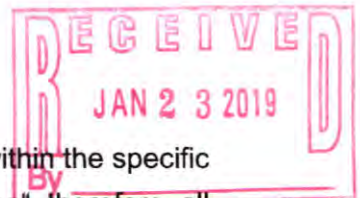
November 21, 2018

1. The physical surroundings, shape or typographical 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;

Response:

I, Shaun Krueger owner of 346 Park Ave, hereby submit a plat of survey dated July 5, 2018 as prepared by Michael J. Lopez for subject property. Further, I hereby state section 10-9-4 "lot area size" from the village of River Forest zoning ordinance "in an R-2 district, no building may be erected or altered on the lot which does not comply with the following regulations: A lot area: ... the minimum lot area shall be 8712 ft.²

Notwithstanding the provisions of section 10-9-4C, this provision in the zoning code creates a topographical condition which brings a specific hardship upon me as distinguished from an inconvenience if the strict letter of the regulations were to be carried out.



In other words, since the subject "lot of record" is substandard by definition within the specific zoning district, and whereby that substandard is specifically related to "lot area", therefore, all other metrics related to "lot area" will be affected- in this case, specifically lot width.

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 of governmental action, other than the adoption of this Zoning Ordinance, for which no compensation was paid;

Response:

I, Shaun Krueger owner of 346 Park Ave., hereby submit a Plat of survey dated July 5, 2018 as prepared by Michael Lopez for the subject property. Furthermore, I hereby state section 10-9-4 "lot area and size" from the Village of River Forest zoning ordinance.

I was not a party to the subdivision of lots within the Zoned District, and whereby had not subdivided or altered the boundaries of the subject property, and whereby do not intend to alter the boundaries of the subject property. Therefore, the origin of the hardship was not created by my ownership.

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

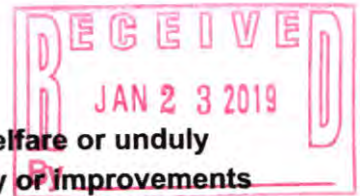
Response:

I have no specific knowledge whether this condition applies to other properties within the zoned district.

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

Response:

I have submitted architectural plans prepared by David Muriello Architects dated November 30, 2018. And where these plans include the addition to the existing single family home, I hereby state that the soul nature and reason for the addition is so that my family can age and grow in place. I further state that current homes in the area do not meet the housing needs of a typical family of our size and not based on our desire for economic gain.



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;

Response:

I have submitted architectural plans prepared by David Muriello dated November 30, 2018. I hereby state that the construction plans and any other related documents submitted for approval by the village of River Forest will be compliant with all aspects of zoning ordinance (with the exception of the specific section where relief is sought) and be compliant with all building code provisions. And since it is understood that zoning ordinances and building code provisions ensure that any development not be detrimental to the public welfare, or unduly injurious to the enjoyment, use, or development value of other properties or improvements in the neighborhood in which the property is located. Therefore, through this application, and future applications for building permits, complies with this 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;

Response:

I have submitted architectural plans prepared by David Muriello dated November 30, 2018. I have also submitted a sun study prepared by the same architect. I hereby state that the construction plans and any other related documents submitted for approval by the village River Forest will be compliant with all aspects of zoning ordinance and building codes (with the exception of the specific section where relief is sought). Of specific note, the side yard setback of the new addition to the back of the house is compliant with current zoning ordinance and the proposed building height of the entire home does not exceed maximum building height. And since it is understood that zoning ordinances and building code provisions ensure that any development 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 in the same neighborhood this application and future applications for a building permit complies with this standard

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

Response:

The utilities and facilities required would not be above normal usage. The amount of square footage proposed by this project is well below the permissible floor area ratio, which has been established by the village of River Forest zoning ordinance and building code provisions, as the level that will be supported by public utilities. By granting the requested variance there would be no undue burden placed on the fire department, the police department, streets and sanitation, etc.

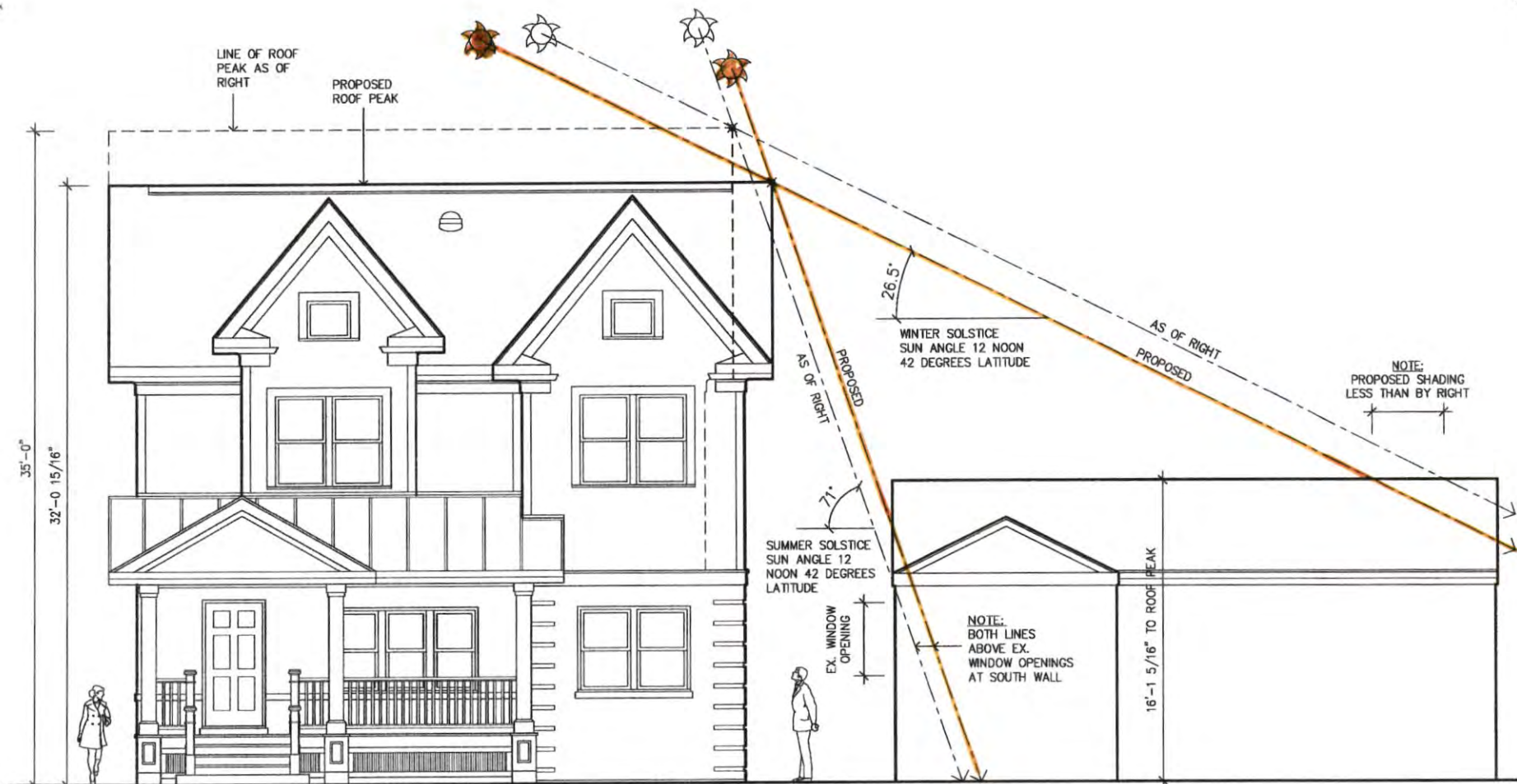


8. That there is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.

Response:

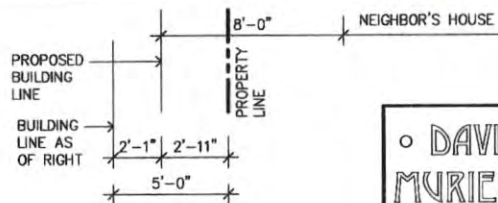
Through all the documents and other submittals of this application I hereby state, to the best of my knowledge and belief, that there is no **reasonable** means, other than the requested variation, by which this hardship can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.

END OF RESPONSES

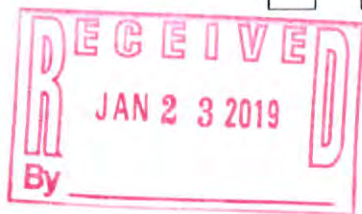


346 PARK AV.
EAST ELEVATION

0 2' 4' 8'



348 PARK AV.



<p>DAVID MURIELLO ARCHITECT</p> <p>635 N. LOMBARD AVENUE CHICAGO, ILLINOIS 60607 708.366.8190</p>	<p>7.5.18</p>	<p>PROJECT: KRUGER RESIDENCE ADDITION AND REMODELING 346 PARK AV. RIVER FOREST, ILLINOIS</p> <p>PROJECT NUMBER: 4012 DRAWN BY: DM FILE NAME: SUNSTUDY</p>	<p>SUN STUDY</p> <p>SHEET OF</p>
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KRUEGER RESIDENCE ADDITION AND REMODELING 346 PARK AV., RIVER FOREST, IL.

RECEIVED
JAN 23 2019
By

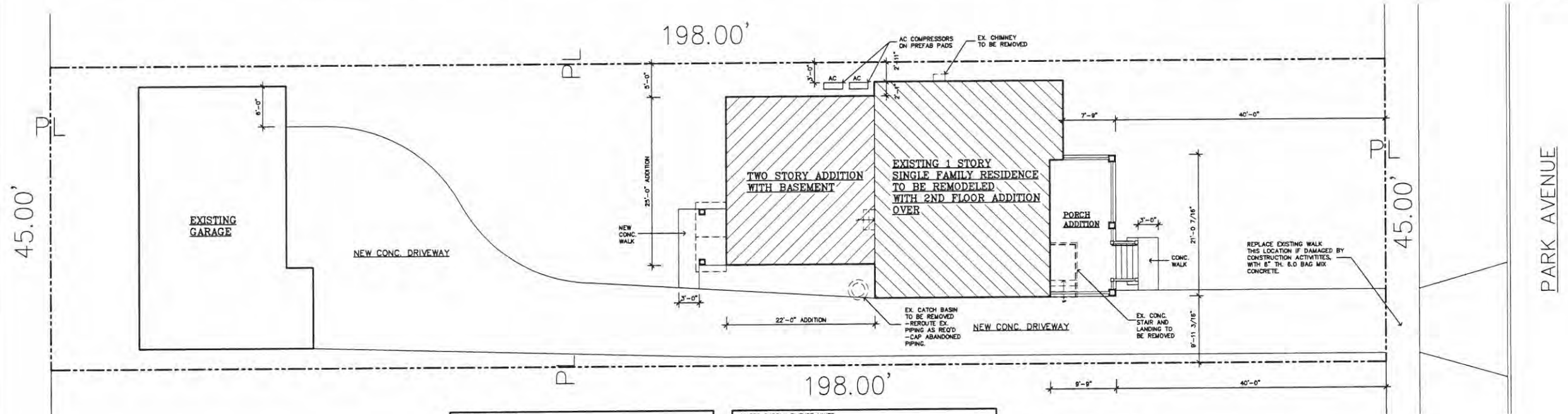
- PLUMBING NOTES
1. PROVIDE 1/2" AIR CHAMBERS AT ALL FIXTURES. PROVIDE 24" AIR CHAMBERS AT ALL RISERS.
 2. PROVIDE SHUT OFF VALVES AT EACH RISER, MAIN BRANCH, & ANGLE STOPS AT EACH RISER.
 3. PROVIDE 1/8" PER FOOT PITCH ON ALL HORIZONTAL DRAIN LINES OR AS OTHERWISE REQUIRED BY CODE.
 4. ADJUSTUALLY SEAL AROUND ALL FLOOR PENETRATIONS.
 5. PROVIDE TYPE L COPPER MINIMUM ON INTERIOR PIPING.

ABBREVIATIONS AND SYMBOLS

A.D.	AREA DRAIN
C.B.	CATCH BASIN
C.O.	CLEANOUT
D.S.	DOWN SPOUT
D.W.	DISHWASHER
F.D.	FLOOR DRAIN
G.T.	GREASE TRAP
H.B.	HOSE BIB
H.W.H.	HOT WATER HEATER
LAV.	LAVATORY
L.T.B.	LAUNDRY TUB
M.	METER
REFR.	REFRIGERATOR
W.M.	WASHING MACHINE
W.C.	WATER CLOSET
CV	CONTROL VALVE
P.T.R.	P.T.R. VALVE
TRAP	TRAP
GREASE TRAP	GREASE TRAP
OPEN SITE DRAIN	OPEN SITE DRAIN
AIR CHAMBER	AIR CHAMBER

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- A1 SITE PLAN, DIAGRAMS
- A2 DEMOLITION PLANS, FOUNDATION PLAN, BASEMENT PLAN
- A3 FLOOR PLANS, SCHEDULE
- A4 EXTERIOR ELEVATIONS
- A5 INTERIOR ELEVATIONS
- A6 GENERAL NOTES
- A7 DETAILS
- A8 DETAILS
- E1 ELECTRICAL PLANS
- E2 ELECTRICAL PLANS



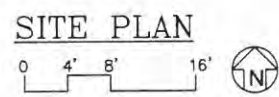
FIXTURE CONNECTIONS:

FIXTURE	WASTE OR SOIL	VENT	HOT WATER	COLD WATER
WATER CLOSET	4"	2"	1/2"	3/8"
BATHTUB/SHOWER	2"	1 1/2"	1/2"	1/2"
LAVATORY	1 1/2"	1 1/2"	3/8"	3/8"
KITCHEN SINK	2"	2"	1/2"	1/2"
DISH WASHER	2"	2"	1/2"	1/2"
AUTO CLOTHES WASHER	2"	2"	1/2"	1/2"
FLOOR DRAIN	2"	1 1/2"	1/2"	1/2"

NOTE:
PLUMBING CONTRACTOR TO VERIFY PROPER PIPE SIZING. PIPE SIZES SHOWN ARE FOR BUILDING PERMIT ONLY. INCREASE PIPE SIZES AS REQUIRED FOR PROPER PERFORMANCE.

WATER SUPPLY FIXTURE UNITS

FIXTURE	QUANTITY	LOAD EACH	TOTAL LOAD
WATER CLOSET	3	3	9
BATHTUB/SHOWER	2	2	4
LAVATORY	5	1	5
KITCHEN SINK	1	2	2
DISH WASHER	1	1	1
AUTO CLOTHES WASHER	1	2	2
LAUNDRY SINK	1	3	3
TOTAL FIXTURE UNITS			26



SPRINKLER CALCULATIONS

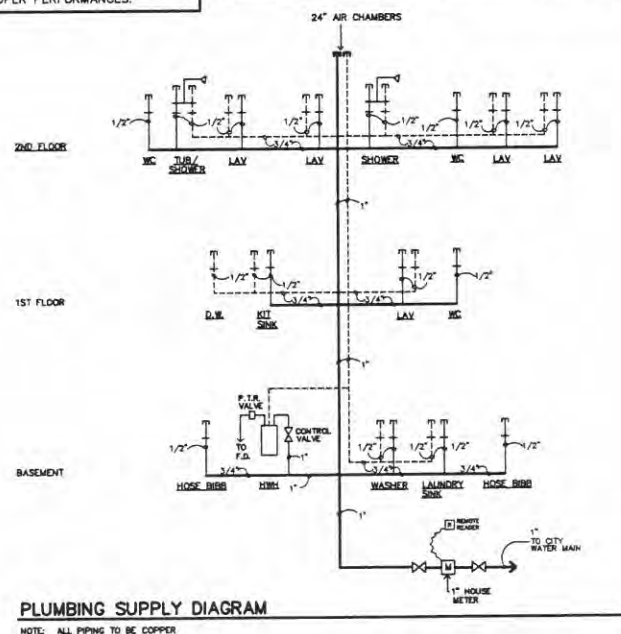
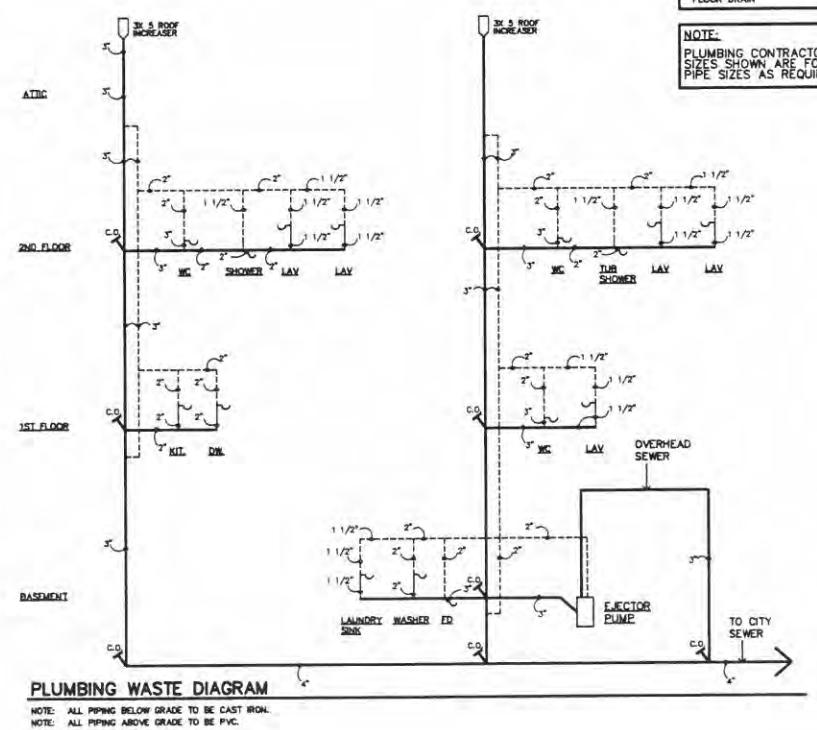
EXISTING 1ST FLOOR	860 SF
EXISTING 2ND FLOOR	0 SF
EXISTING ATTIC (7' CLG. HT. OR GREATER)	0 SF
TOTAL EXISTING	860 SF
PROPOSED 1ST FLOOR ADDITION	550 SF
PROPOSED 2ND FLOOR ADDITION	1410 SF
ATTIC ADDITION (7' CLG. HT. OR GREATER)	253 SF
1ST FLOOR AREA TO BE SUBSTANTIALLY RENOVATED	860 SF
2ND FLOOR AREA TO BE SUBSTANTIALLY RENOVATED	0 SF
TOTAL	3073 SF
3073 SF/860 SF	357%

- SPRINKLER NOTES
1. THE CONTRACTOR SHALL SUBMIT FIRE PROTECTION SPRINKLER SHOP DRAWINGS TO THE RIVER FOREST FIRE DEPARTMENT FOR REVIEW PRIOR TO INSTALLATION.
 2. THE FIRE PROTECTION SPRINKLER SYSTEM SHALL BE INSTALLED MEETING THE REQUIREMENTS OF NFPA 13D (2002 EDITION) AND NFPA 101 (2006 EDITION) SECTIONS 9.7, 24.3.5.1 AND 24.3.5.2. THE WATER FLOW AND CONTROL VALVE POSITION (TAMPER SWITCH) OF THE APPROVED AUTOMATIC FIRE PROTECTION SPRINKLER SYSTEM SHALL BE CONNECTED TO A FIRE ALARM SYSTEM, MONITORED AND SUPERVISED THROUGH A REMOTE STATION (8-1-1 CENTER) OR A CENTRAL STATION.
 3. COORDINATE THE SIZE OF THE WATER SERVICE WITH THE REQUIREMENTS OF THE FIRE PROTECTION SPRINKLER SYSTEM.

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE COMPLY WITH THE BUILDING CODE OF RIVER FOREST, ILLINOIS.

David J. Muriello

DAVID J. MURIELLO
ILLINOIS REG. #001-9814
EXPIRATION DATE 11/30/2018



PROJECT:
KRUEGER RESIDENCE
ADDITION AND REMODELING
346 PARK AVENUE
RIVER FOREST, ILLINOIS

PROJECT NUMBER: 4012
DRAWN BY: DM
FILE NAME: KRUEGER-SITE

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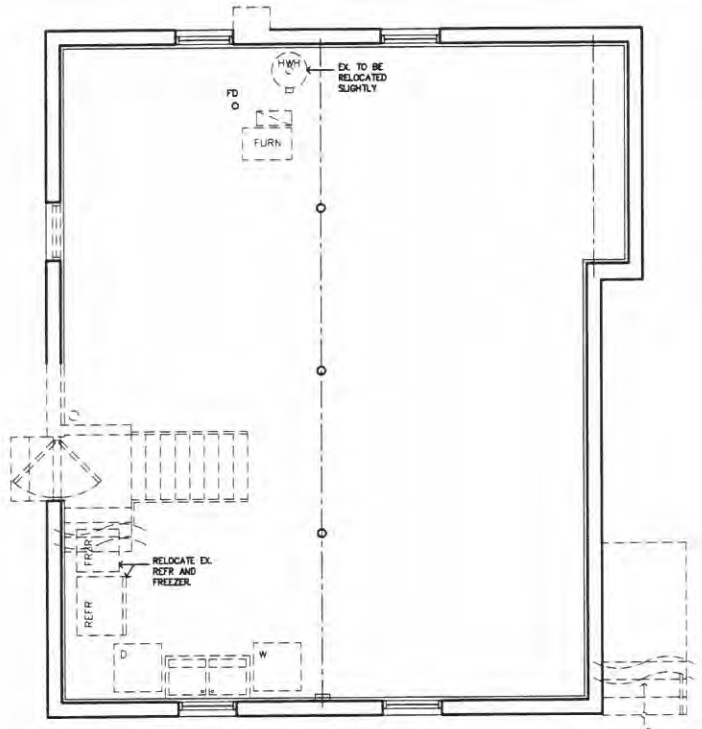
5.14.18

SITE PLAN,
DIAGRAMS

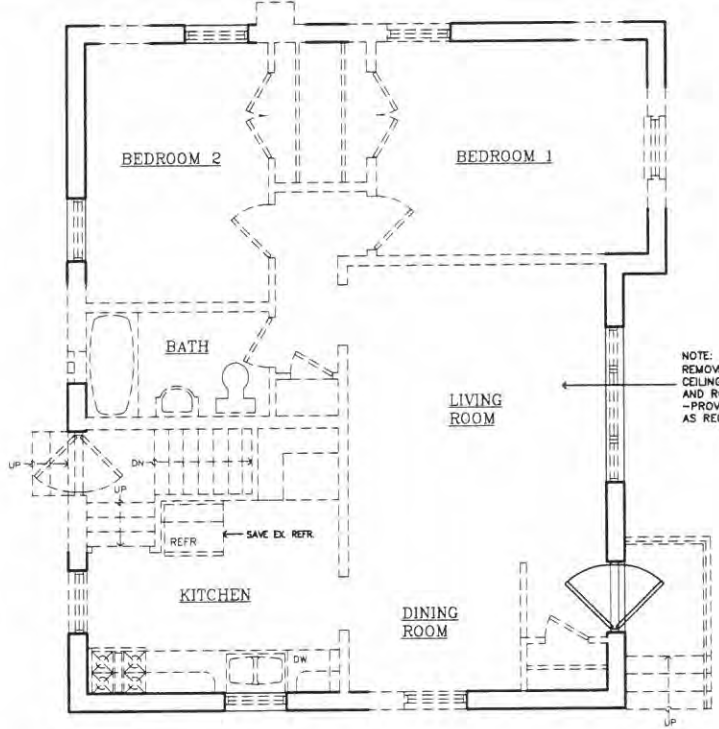
A1
SHEET 1 OF 10

DAVID J. MURIELLO
ARCHITECT
STATE OF ILLINOIS
REGISTERED ARCHITECT
NO. 001-9814

LIGHT AND VENTILATION SCHEDULE							
ROOM NAME	FLOOR AREA SQ. FT.	ORDINANCE REQUIREMENTS			PLAN REQUIREMENTS		
		NATURAL LIGHT AND VENTILATION SQ. FT. GLASS AREA	MECHANICAL VENTILATION SQ. FT. VENT AREA	C.F.M. AIR EXHAUST	NATURAL LIGHT AND VENTILATION SQ. FT. GLASS AREA	MECHANICAL VENTILATION SQ. FT. VENT AREA	FAN SYSTEM
LIVING ROOM	278	22.24	11.12		42.7	30.8	
DINING ROOM	160	12.8	6.4		18.68	11.66	
POWDER ROOM	24			36			EXHAUST FAN TO BE SELECTED
KITCHEN/FAMILY	400	32.0	16.0		54.28	34.24	
MASTER BEDROOM	334	26.72	13.36		47.6	29.56	
MASTER BATH	106			159			EXHAUST FANS TO BE SELECTED TWO AT 80 CFM
BATH 2	59			89			EXHAUST FAN TO BE SELECTED
BEDROOM 2	144	11.52	5.76		23.12	13.34	
BEDROOM 3	154	12.32	6.16		31.78	19.11	
BEDROOM 4	150	12.0	6.0		31.78	19.11	
REC ROOM	377	30.16	15.08		32.61	21.87	



BASEMENT EXISTING CONDITIONS /DEMOLITION PLAN



FIRST FLOOR EXISTING CONDITIONS /DEMOLITION PLAN

LEGEND
INDICATES EXISTING WALL TO REMAIN
- REMOVE ALL EX. PLASTER, LATH AND FURRING AT EXTERIOR WALLS.
INDICATES EXISTING WALL OR OTHER ITEM TO BE REMOVED UNLESS NOTED OTHERWISE



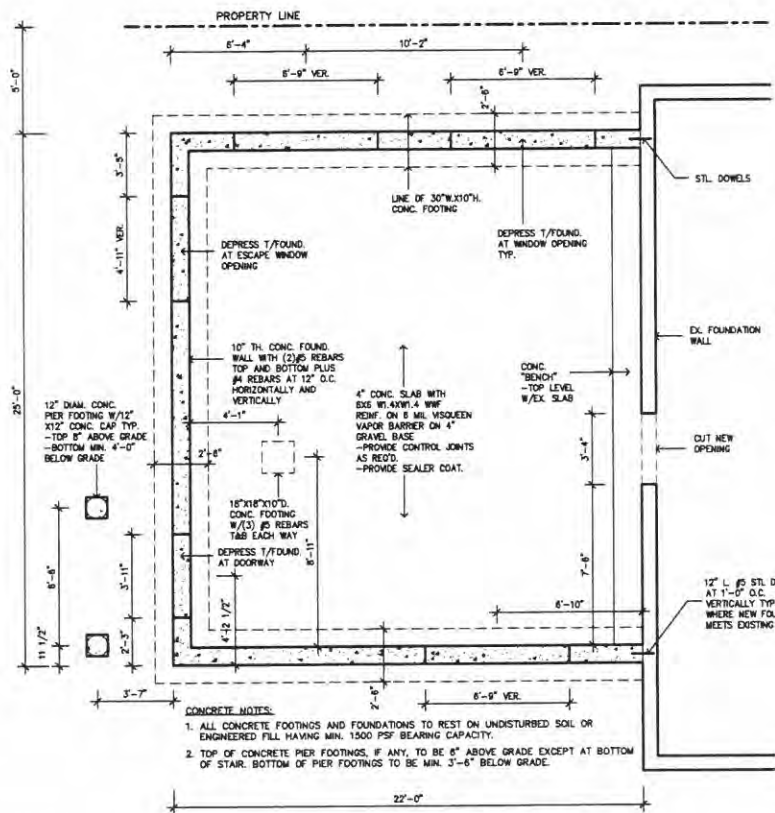
PROJECT: KRUEGER RESIDENCE ADDITION AND REMODELING 346 PARK AV. RIVER FOREST, IL.
PROJECT NUMBER: 4012
FILE NAME: KRUEGER-PLANS

5.14.18

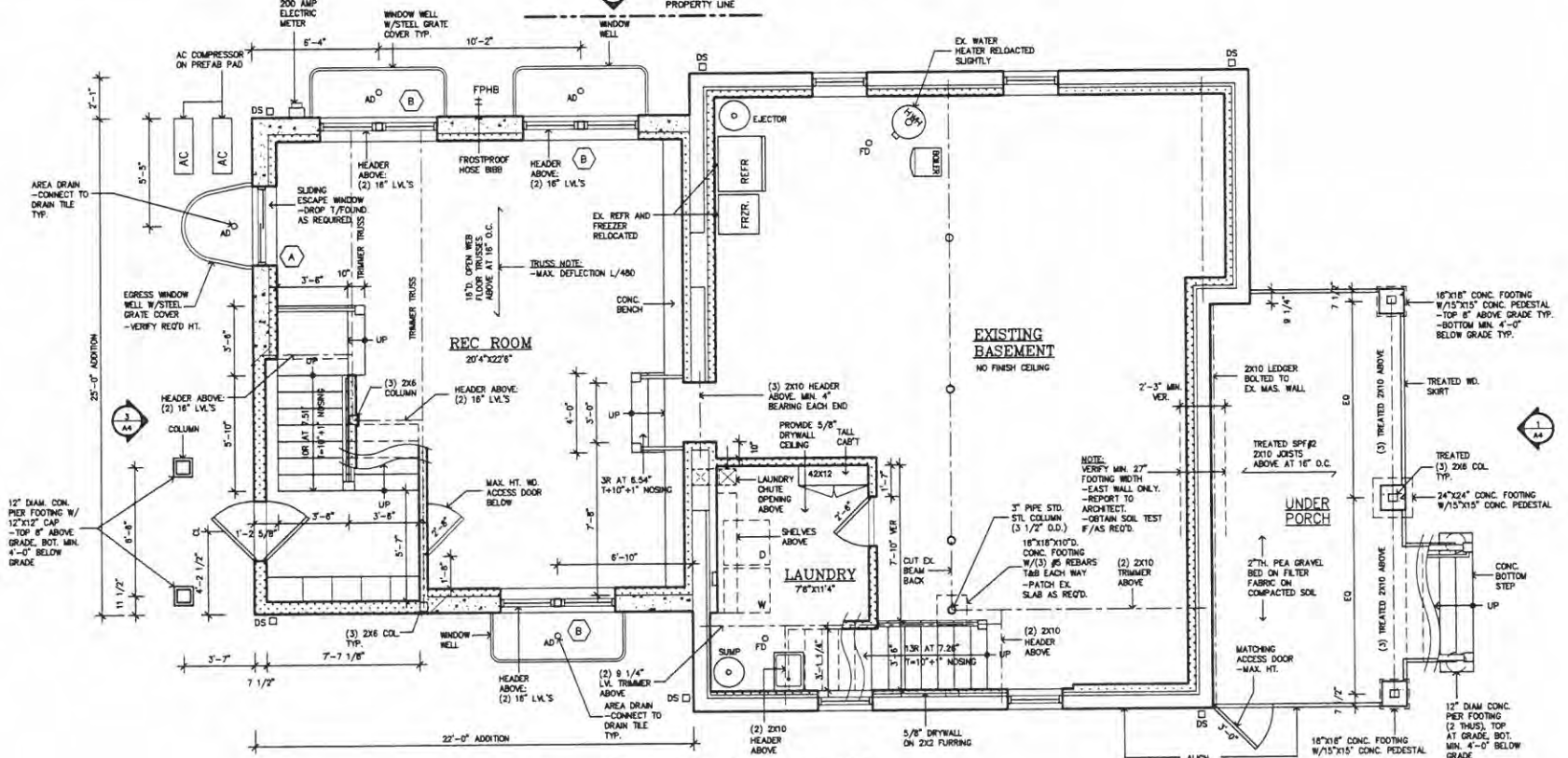
FLOOR PLANS

A2
SHEET 2 OF 10

DAVID MURIELLO ARCHITECT



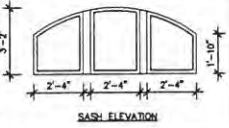
FOUNDATION PLAN



BASEMENT PLAN

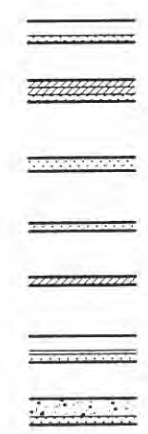
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JAN 23 2019
By

WINDOW SCHEDULE					
MARK	SASH SIZE/DOOR SIZE (W X H) VERIFY	TYPE	QUANTITY	LOCATION	REMARKS
A	48"x48" H. FRAME VER.	APPROVED BASEMENT ESCAPE WINDOW	1	REC ROOM	TEMPERED GLASS OBSCURE GLASS TO BE SELECTED EX. OPENING
B	30"x32" SASH 2 WIDE	SLIDER 2 WIDE	3	REC ROOM	3" SPREAD MULLION
C	32"x32" SASH 2 WIDE	DBL HUNG 2 WIDE	1	LIVING ROOM	3" SPREAD MULLION
D	28"x32" SASH 4 WIDE	DBL HUNG 4 WIDE	1	LIVING ROOM	3" SPREAD MULLIONS EX. OPENING
E	32"x32" SASH	DBL HUNG	1	STAIRWAY	TEMPERED GLASS
F	28"x32" SASH	DBL HUNG	4	DINING ROOM, FAMILY ROOM	
G	20"x30" FIXED SASH 3 WIDE	FIXED SASH 3 WIDE	1	MASTER BEDROOM	3" SPREAD MULLIONS CENTER SASH MEETS EGRESS REQUIREMENTS
H	28"x48" SASH 4 WIDE	DBL HUNG 4 WIDE	1	KITCHEN	3" SPREAD MULLIONS
J	36"x48" SASH	DBL HUNG	1	KITCHEN	
K	24"x20" FRAME	CASEMENT	2	LIVING ROOM	SEE PLANS AND ELEV. FOR HINGING
L	36"x36" SASH 2 WIDE	DBL HUNG 2 WIDE	1	BEDROOM 2	3" SPREAD MULLION
M	28"x36" SASH 2 WIDE	DBL HUNG 2 WIDE	2	BEDROOM 3, BEDROOM 4	3" SPREAD MULLION
N	36"x36" SASH	DBL HUNG	4	BEDROOM 3, BEDROOM 4, MASTER BEDROOM	VERIFY MEETS EGRESS REQUIREMENTS
P	36"x36" CENTER SASH WITH 28"x36" SASH PLANKING	DBL HUNG 3 WIDE	1	MASTER BEDROOM	3" SPREAD MULLIONS VERIFY MEETS EGRESS REQUIREMENTS
Q	36"x48" SASH	DBL HUNG	1	MASTER BATH	OBSCURE GLASS TO BE SELECTED
R	32"x48" SASH	DBL HUNG	1	MASTER BATH	OBSCURE GLASS TO BE SELECTED
S	28"x24" FRAME	CASEMENT	2	ATTIC	SEE PLANS AND ELEV. FOR HINGING
T	28"x36" ARCHTOP SASH 3 WIDE	ARCH TOP FIXED SASH 3 WIDE	3	ATTIC	3" SPREAD MULLIONS
U	28"x36" SASH	DBL HUNG	1	STAIRWAY	TEMPERED GLASS



- WINDOW SCHEDULE NOTES:
- ALL WINDOWS TO BE VINYL IN BASEMENT, WOOD ELSEWHERE. CLAD, COMPLETE WITH INSECT SCREENS AND INSULATING GLASS UNLESS NOTED OTHERWISE.
- INSIDE SURFACES TO BE PRIMED FOR PAINT FINISH.
 - ALLOWABLE MANUFACTURERS OF OTHER WINDOWS AND FRENCH DOOR UNITS ARE AS FOLLOWS:
MARVIN, JELD-WEN, PELLA, HURD AND WEATHER SHIELD.
EQUAL PRODUCTS OF OTHER MANUFACTURERS ARE TO BE APPROVED BY THE ARCHITECT.
 - UNITS TO BE FURNISHED WITHOUT BRICKMOLD.
 - PROVIDE JAMB EXTENSIONS AS REQUIRED.
 - VERIFY ALL ROUGH OPENING DIMENSIONS WITH THE MANUFACTURER.
 - CLADDING COLOR, SCREEN FRAME COLOR AND SCREEN FABRIC ARE TO BE SELECTED.
 - PROVIDE CLEAR LOW-E GLASS.
 - HARDWARE FINISH TO BE SELECTED.
 - PROVIDE TEMPERED GLASS WHERE INDICATED.
 - U-VALUE TO BE 0.32 OR BELOW.
 - NEW WINDOWS SHALL HAVE A MAXIMUM AIR INFILTRATION RATE OF 0.3 CFM PER SQUARE FOOT.
SHIMMING EXTERIOR DOORS SHALL HAVE A MAX. AIR INFILTRATION RATE OF 0.5 CFM PER SQUARE FOOT, ALL PER IECC 402.4.4.
 - CASEMENT WINDOWS SHALL BE HINGED AS INDICATED ON THE PLANS AND ELEVATIONS.

WALL LEGEND



EXISTING EXTERIOR MASONRY WALL TO REMAIN
-PROVIDE 2X4 FURRING AT 16" O.C. 3 1/2" R20 CLOSED CELL URETHANE INSULATION AND 5/8" DRYWALL FINISH.

MATCHING MASONRY WALL INFILL
-MATCH EXISTING. MATCH MORTAR COLOR AND JOINT PROFILE EXACTLY.
-PROVIDE 2X4 FURRING AT 16" O.C. 3 1/2" R20 CLOSED CELL URETHANE INSULATION AND 5/8" DRYWALL FINISH.

NEW EXTERIOR WALL:
HARD SIDING ON AIR INFILTRATION BARRIER (TYVEK)
ON 5/8" PLYWOOD SHEATHING ON SPF #2 2X6'S AT 16" O.C. WITH 5 1/2" R20 VAPOR BARRIER FACED BATT INSULATION AND 5/8" DRYWALL FINISH.

NEW INTERIOR WALL:
ONE LAYER 5/8" DRYWALL EACH SIDE ON SPF #2 2X4'S AT 16" O.C.
-PROVIDE 2X6 STUD FRAMING IN WALLS WITH POCKET DOORS AND AS INDICATED.

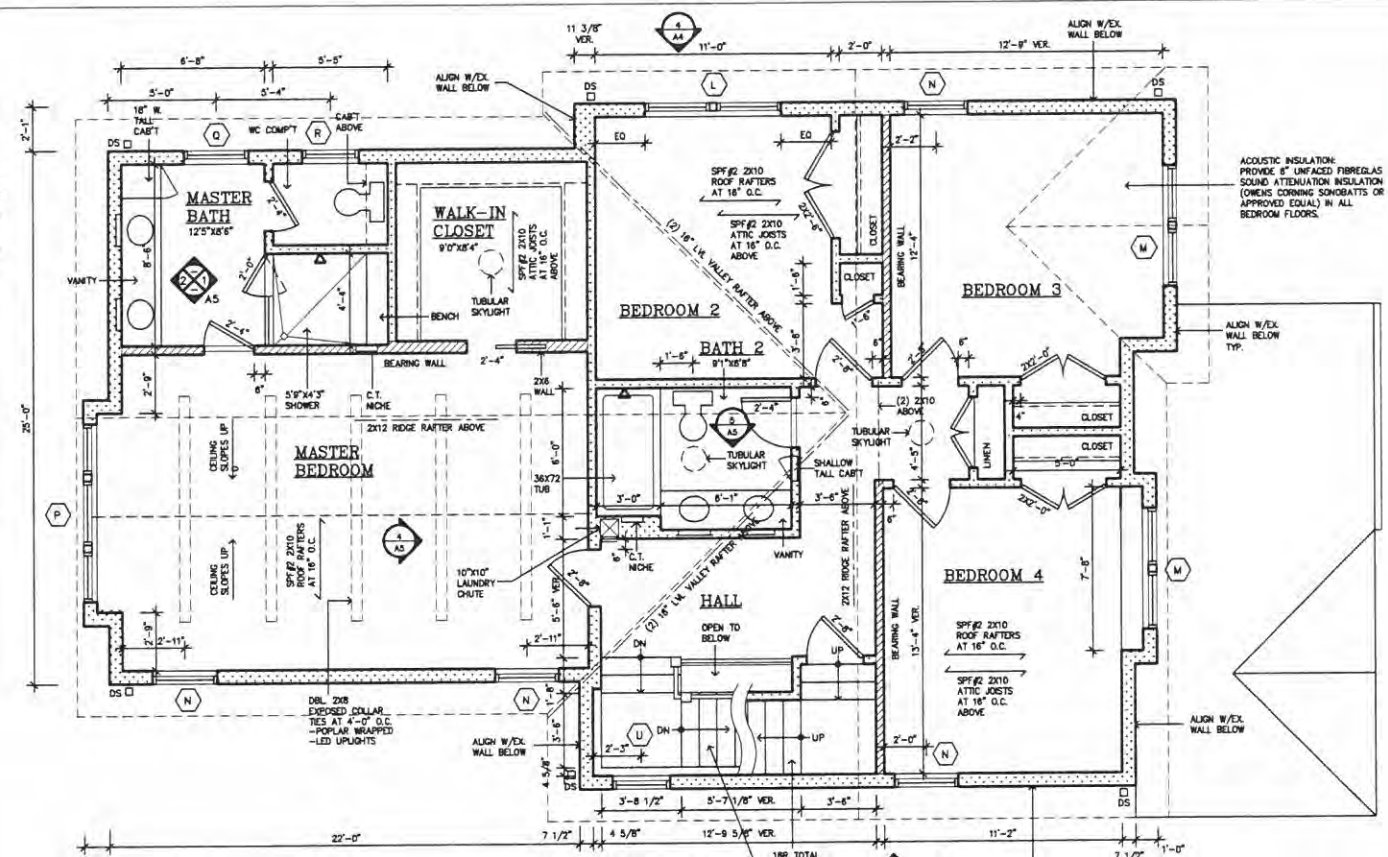
NEW INTERIOR LOAD BEARING WALL:
ONE LAYER 5/8" DRYWALL EACH SIDE ON DOUBLE SPF #2 2X4'S AT 16" O.C.
-PROVIDE 2X6 STUD FRAMING IN WALLS WITH POCKET DOORS AND AS INDICATED.

5/8" DRYWALL ON 2X4 FURRING AT 16" O.C.
OVER EXISTING BASEMENT EXTERIOR WALL.
-PROVIDE 3 1/2" R15 VAPOR BARRIER FACED BATT INSULATION.
-FURRING BOT. PLATE TO BE TREATED.

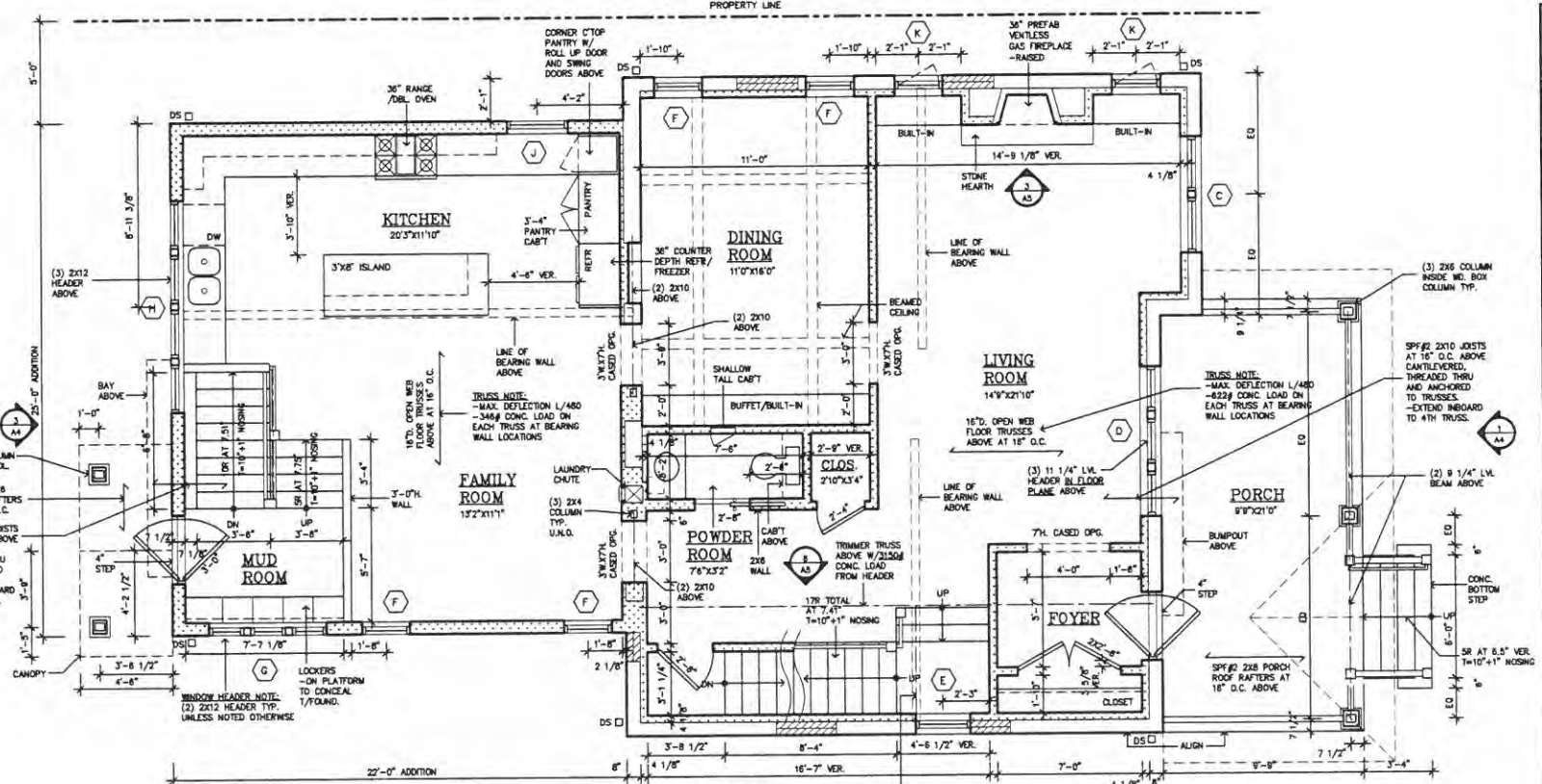
5/8" DRYWALL ON 2X4 FURRING AT 16" O.C.
OVER NEW CONC. FOUNDATION WALL.
-PROVIDE 3 1/2" R15 VAPOR BARRIER FACED BATT INSULATION.
-FURRING BOT. PLATE TO BE TREATED.

WALL LEGEND NOTES:
1. PROVIDE 9/16" CEMENT BOARD (DUROCK) IN LIEU OF DRYWALL BEHIND ALL TILE IN BATHS AND POWDER ROOMS.
2. PROVIDE MOISTURE RESISTANT DRYWALL IN BATHS WHERE TILE DOES NOT OCCUR (INCLUDING AT CEILING).
3. ACOUSTIC INSULATION: PROVIDE 3 1/2" UNFACED FIBERGLAS SOUND ATTENUATION INSULATION (OWENS CORNING SONOBATTS OR APPROVED EQUAL) IN NEW INTERIOR BATH AND POWDER ROOM WALLS.

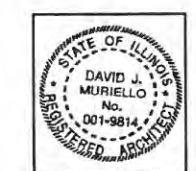
MASTER BATH NOTES:
SHOWER:
-FRAMELESS TEMPERED GLASS SHOWER ENCLOSURE
-MURSET C.T. SHOWER FLOOR AND CURB ON WATERPROOF MEMBRANE
-C.T. BENCH ON WATERPROOF MEMBRANE
-C.T. CURB ON WATERPROOF MEMBRANE
C.T. SHOWER NOSE:
-12"X12"X1/4" C.T. NICHE W/STONE BOTTOM AND 2 INTERM. SHELVES, PITCHED SLIGHTLY TO DRAIN -VER. EXACT LOC. TO COURSE OUT W/C.T.



SECOND FLOOR PLAN



FIRST FLOOR PLAN



PROJECT:
**KRUEGER RESIDENCE
ADDITION
AND REMODELING**
348 PARK AV.
RIVER FOREST, IL.
PROJECT NUMBER: 4012
FILE NAME: KRUEGER-PLANS

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5.14.18

FLOOR PLANS

A3
SHEET 3 OF 10

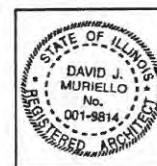
DAVID MURIELLO
ARCHITECT

RECEIVED
JAN 23 2019

- 1 ASPHALT SHINGLE ROOFING
- 2 CONT. SHINGLED ROOF VENT
- 3 #2 PINE FASCIA
- 4 ALUM. BUTTER
- 5 WD. FREEZE BD. AND MOLDING
- 6 5/8" HARDI SIDING
- 7 SHED DORMER
- 8 4 1/2" W. CORNER BOS. AT INSIDE AND OUTSIDE CORNERS
- 9 VERT. WD. BOARD AND BATTEN SIDING
- 10 WD. RAKE BD.
- 11 WD. FREEZE BD. W/MOLDING
- 12 CONC. PIER FOOTING
- 13 LINE OF CONC. FOOTING
- 14 PREFIN. STANDING SEAM MTL. ROOFING
- 15 WD. COLUMN
- 16 EXISTING BRICK
- 17 WD. PANEL PEDESTAL
- 18 WD. SKIRT
- 19 WD. RAIL
- 20 WD. STAIR
- 21 WD. NEWEL POST TYP.
- 22 CONC. BOTTOM STEP
- 23 CLAD WD. DBL. HUNG WINDOW TYP.
- 24 5/8" W. HARDI TRIM TYP.
- 25 LIMESTONE SILL TO MATCH EX.
- 26 ALUM. DOWNSPOUT
- 27 H/P RETURN

3 WEST ELEVATION

0 2' 4' 8'



PROJECT:
KRUEGER RESIDENCE
ADDITION
AND REMODELING
346 PARK AV.
RIVER FOREST, IL
PROJECT NUMBER: 4012
FILE NAME: KRUEGER-PLANS

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5.14.18

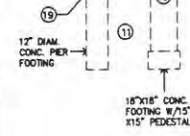
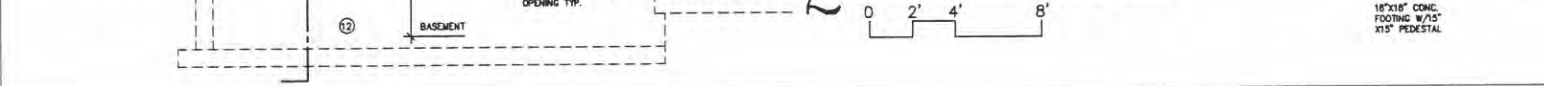
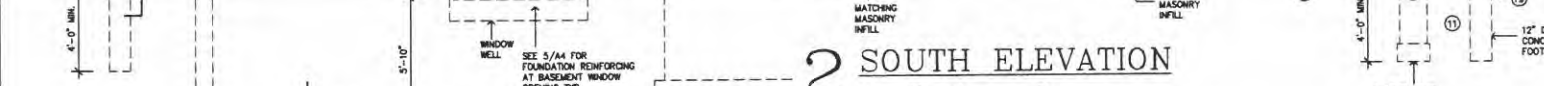
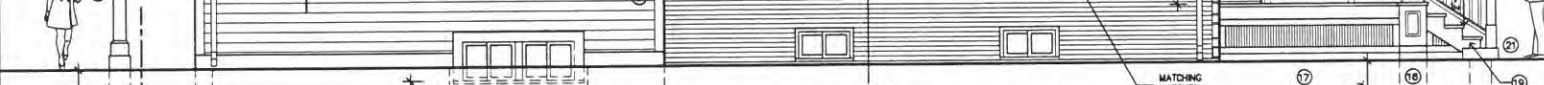
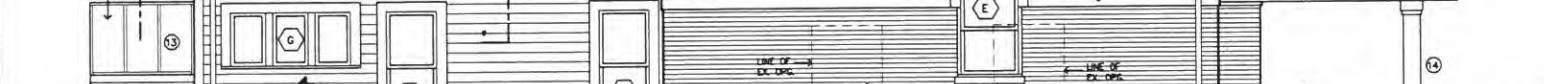
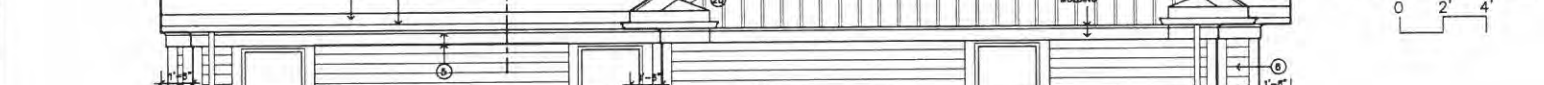
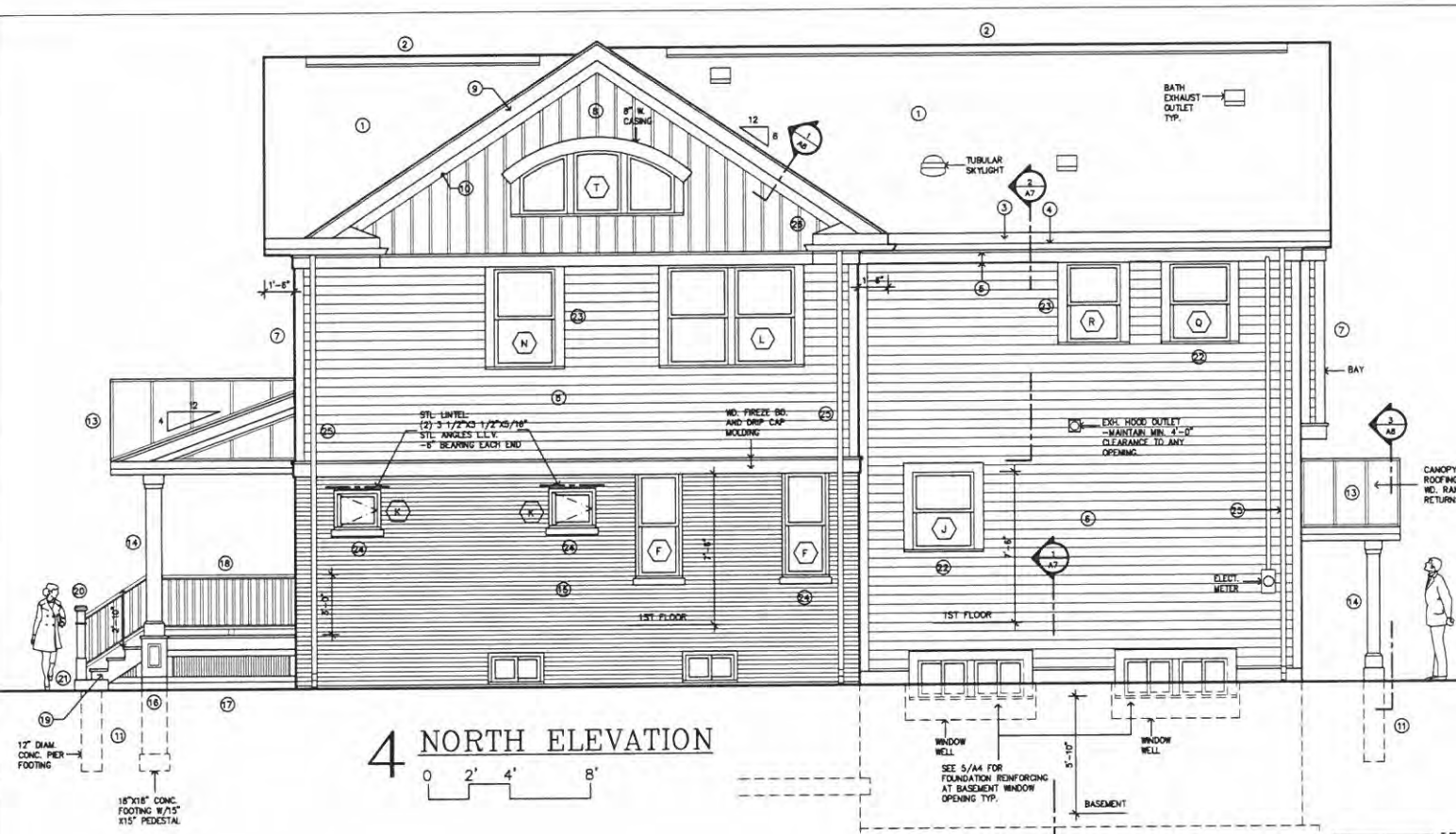
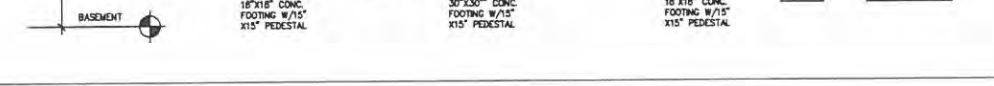
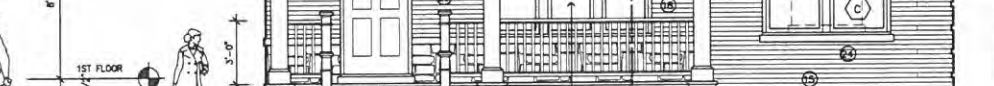
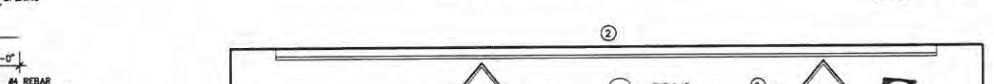
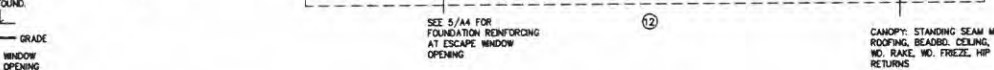
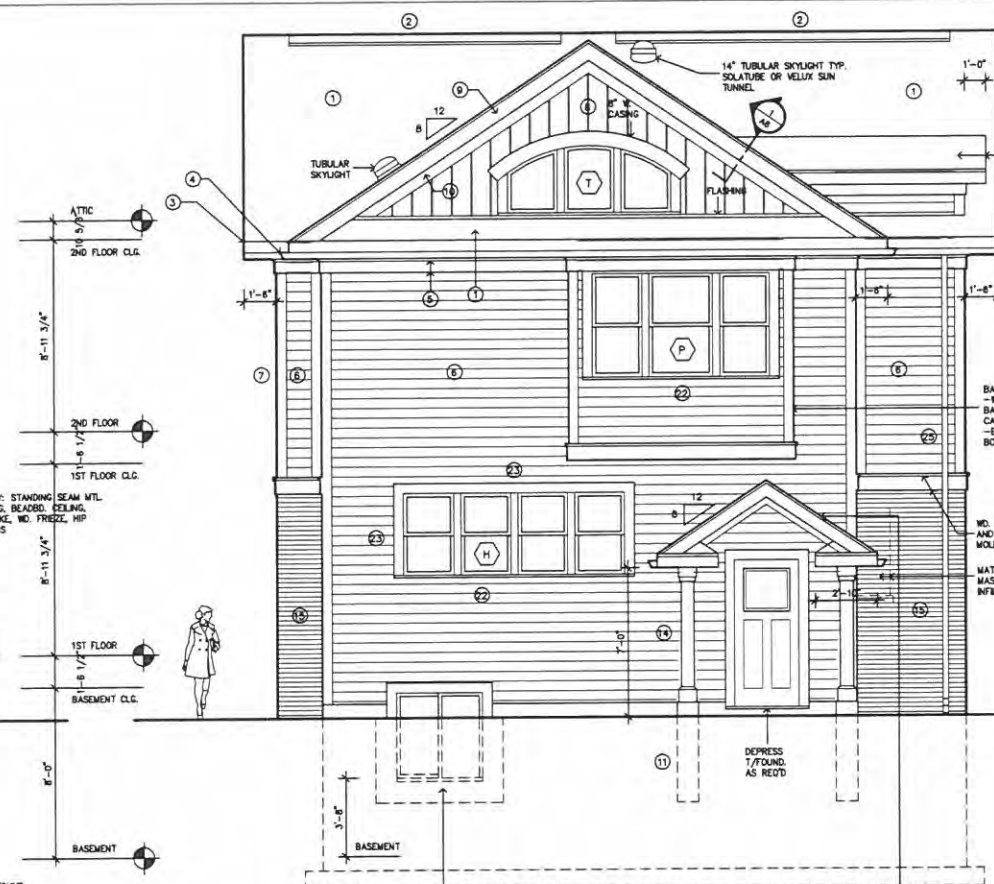
EXTERIOR ELEVATIONS

A 4

SHEET 4 OF 10

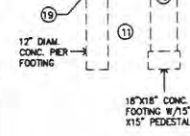
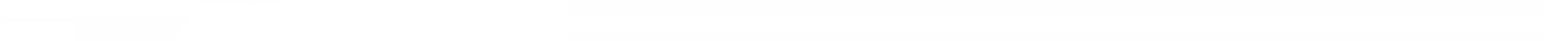
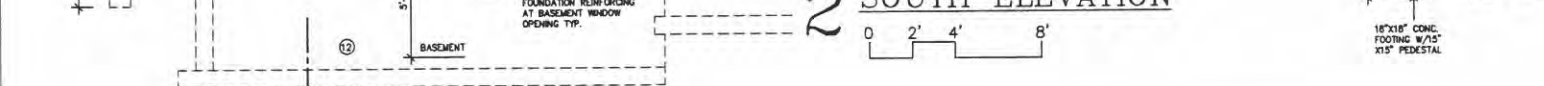
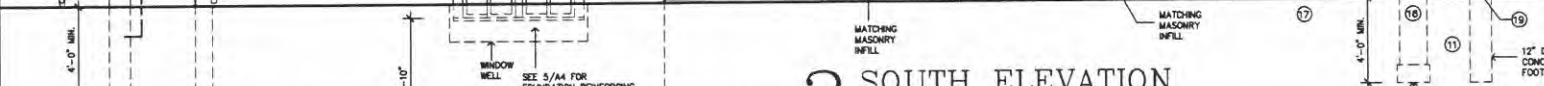
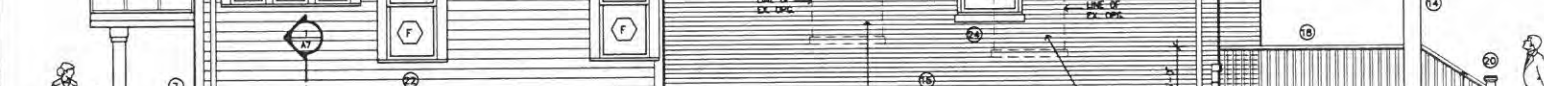
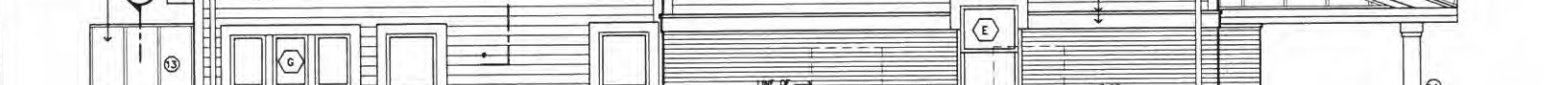
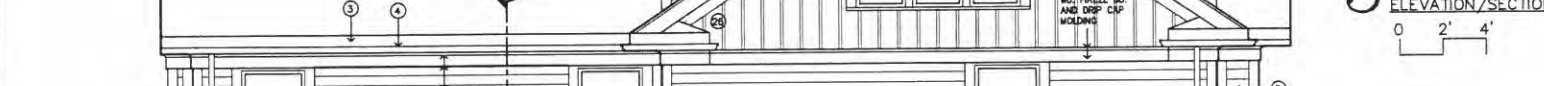
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634 N. 57TH ST. SUITE 101
CHICAGO, IL 60630



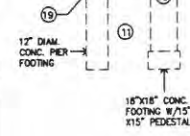
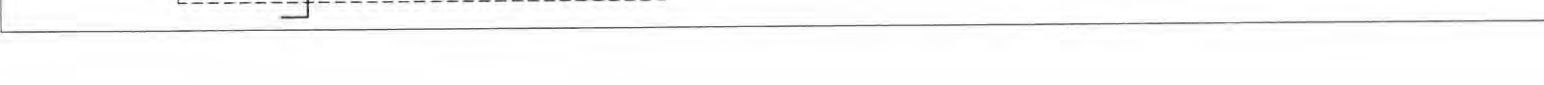
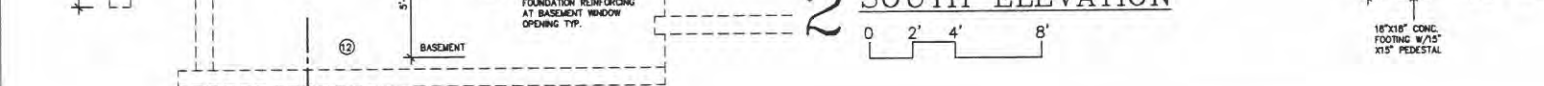
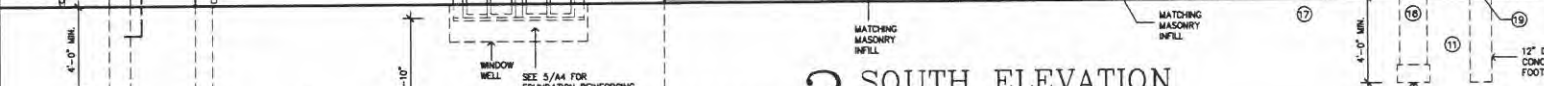
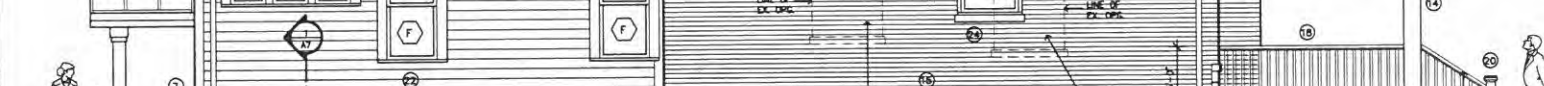
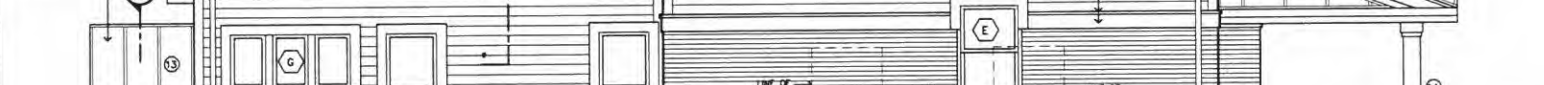
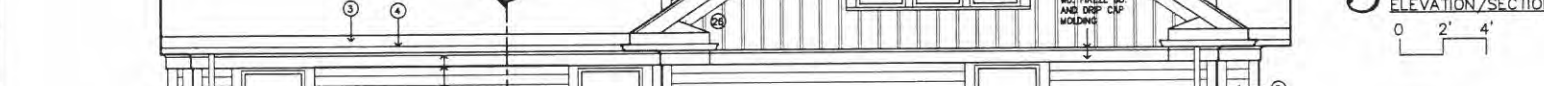
4 NORTH ELEVATION

0 2' 4' 8'



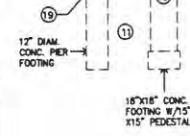
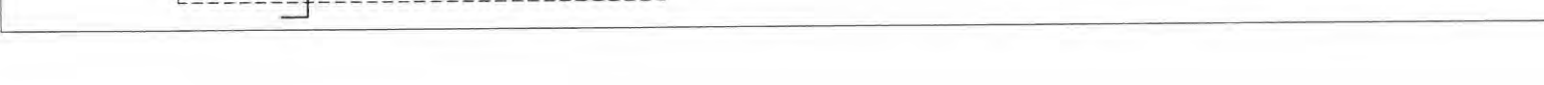
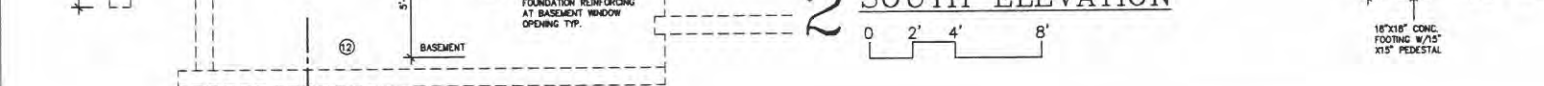
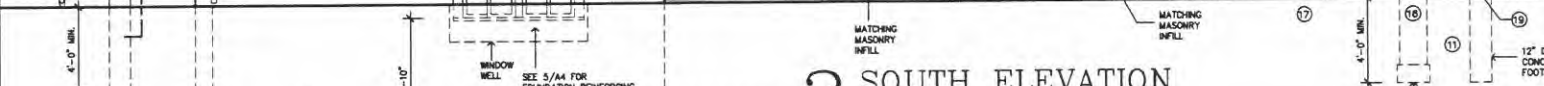
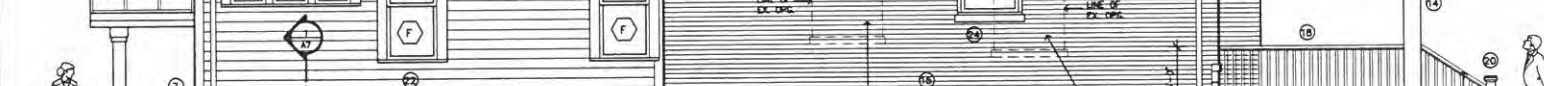
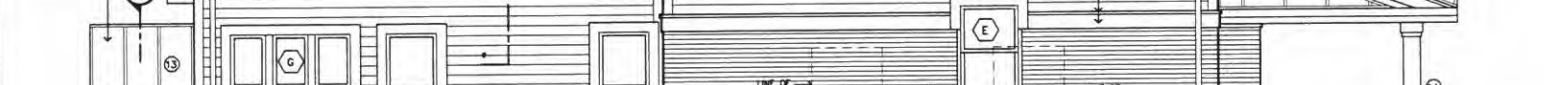
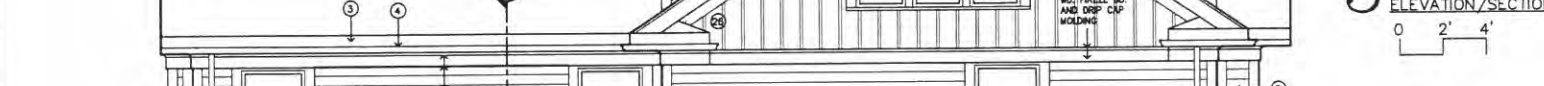
4 NORTH ELEVATION

0 2' 4' 8'



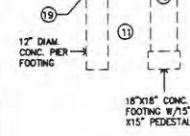
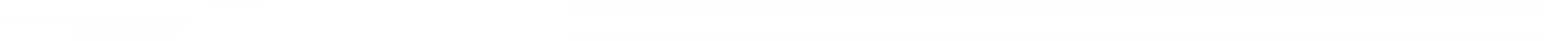
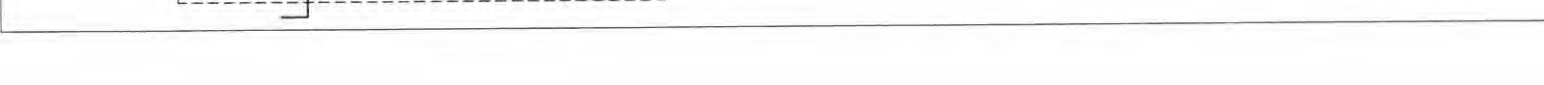
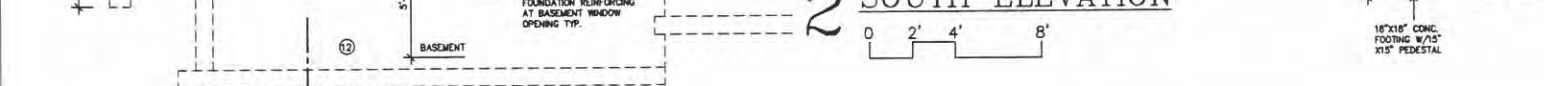
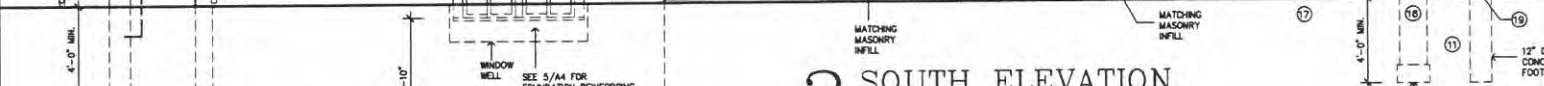
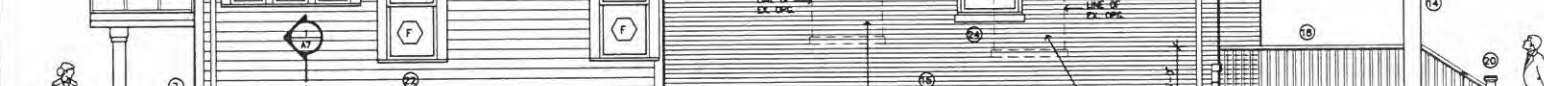
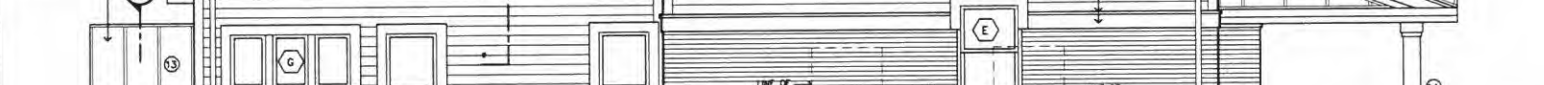
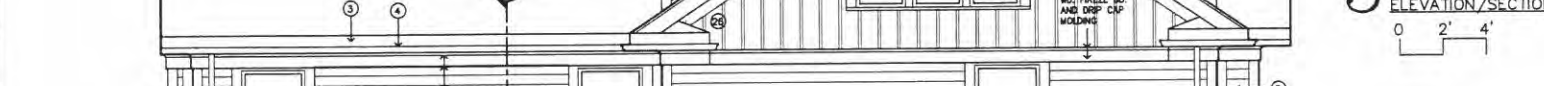
4 NORTH ELEVATION

0 2' 4' 8'



4 NORTH ELEVATION

0 2' 4' 8'



4 NORTH ELEVATION

0 2' 4' 8'



RECEIVED
JAN 23 2019
By _____



C 346 PARK AV. EAST ELEVATION
—ALT. C
0 2' 4' 8'



B 346 PARK AV. EAST ELEVATION
—ALT. B
0 2' 4' 8'



A 346 PARK AV. EAST ELEVATION
—PROPOSED
0 2' 4' 8'

From: [Village of River Forest](#)
To: [Dawn Haney](#)
Cc: [Lisa Scheiner](#)
Subject: Board/Commission Application Submission
Date: Friday, March 03, 2017 7:15:19 PM

The following was submitted from the Board/Commission application form.

Name: roberto armalas

E-Mail Address: [REDACTED]

Address: [REDACTED]

Phone Number: [REDACTED]

Board of Fire and Police Commissioners: -- No Interest --

Economic Development Commission: 10

Fire Pension Board: -- No Interest --

Historic Preservation Commission: 6

Local Ethics Commission: -- No Interest --

Plan Commission: 8

Police Pension Board: -- No Interest --

Sustainability Commission: 10

Traffic and Safety Commission: 10

Zoning Board of Appeals: -- No Interest --

Professional Background: i have no resume. I am a steel trader. owner and president of armalas sales broadview, il since 1998.
prior vice president union steel chicago

Service on Other Village or Community Organizations : ran for mayor village of Westmont a long time ago

Educational Background: attended Loyola lake shore & rome campus. graduated w/ a b.s. attended university of Idaho Moscow and college of du page for continuing study (fun). also greek language studies

From: [Village of River Forest](#)
To: [Dawn Haney](#)
Cc: [Lisa Scheiner](#)
Subject: Board/Commission Application Submission
Date: Sunday, March 19, 2017 8:13:13 PM

The following was submitted from the Board/Commission application form.

Name: Lisa Guglielmone Gillis

E-Mail Address: [REDACTED]

Address: [REDACTED]

Phone Number: [REDACTED]

Board of Fire and Police Commissioners: -- No Interest --

Economic Development Commission: -- No Interest --

Fire Pension Board: -- No Interest --

Historic Preservation Commission: -- No Interest --

Local Ethics Commission: -- No Interest --

Plan Commission: -- No Interest --

Police Pension Board: -- No Interest --

Sustainability Commission: 1

Traffic and Safety Commission: -- No Interest --

Zoning Board of Appeals: -- No Interest --

Professional Background: <https://www.linkedin.com/in/lisaguglielmonegillis/>

Service on Other Village or Community Organizations : Member of the Oak Park River Forest Infant Welfare Society (OPRF IWS) for over 15 years; on the OPRF IWS Board of Directors for 3 years as Marketing Director. Roosevelt Middle School PTO. Willard Elementary School PTO.

Educational Background: MBA Marketing, New York University Stern School of Business, 1987

BS, Operations Research & Industrial Engineering, Cornell University, 1983



MEMORANDUM

DATE: January 28, 2019

TO: Eric J. Palm, Village Administrator

FROM: Jeff Loster, Village Engineer

SUBJECT: Safe Walking Routes to School Plan

Issue: The Safe Walking Routes to School (SWRTS) Plan was presented to the Village Board on Monday, December 10, 2018. At that meeting, it was requested that several items be further reviewed before seeking final approval of the SWRTS Plan.

Analysis: During the SWRTS Plan presentation to the Village Board, several questions were raised. The following list includes those issues that were identified as well as the accompanying response:

1. What is the most efficient way to coordinate the crossings on Lake at Lathrop/Ashland/Franklin/Park?

- a. *The current crossing guards posted at Lake/Franklin & Lake/Park for Lincoln School are retained from Andy Frain Services and jointly funded by the Village and District 90. The current crossing guard at Lake/Ashland and recommended guard at Lake/Lathrop is/would also be retained from Andy Frain Services. The attendance hours at both schools are similar (Lincoln School 8:20 AM-3:10 PM; St. Luke Parish School 8:10 AM-2:50 PM) so the guards would be assisting students across Lake St around the same times.*

The recommended approach is through advance training of the crossing guards, and visual coordination between guards in the field since the intersections range from only 375 feet to 500 feet apart.

Since all guards are contracted through Andy Frain Services, the training program can occur annually with a consistently emphasized message on the role of the guards. The training should include a group field visit with Andy Frain staff and/or Village staff/Police personnel to observe traffic flow, particularly at the 4 intersections along Lake St. The field visit should occur in the summer during the typical school arrival & dismissal hours, and should include all full-time, temporary and substitute guards. Observations of the traffic signal phasing at the Lake/Lathrop intersection will be most important to maintaining safe pedestrian movements without creating traffic bottlenecks and congestion. The traffic signal at the intersection has a 2-minute cycle length. Around 1 minute is dedicated to heavier traffic movements that conflict with pedestrian crossings, including westbound through movements on Lake and northbound to westbound left-turn movements from Lathrop to Lake. This traffic will be moving in platoons of vehicles when they receive the green indication. The other minute is dedicated to traffic movements that provide fewer conflicts to pedestrian crossings on Lake, including northbound & southbound through movements on Lathrop. These vehicles will arrive more randomly on Lake Street. It is during this second phase that pedestrians receive the "Walk" signal on Lake and should be the period when the crossing guards move into the street to assist students across Lake. The crossing guard at

Ashland/Lake should hold students at the corner until they see the guard move into the street at Lathrop/Lake. The guard at Franklin/Lake should do the same when they see the guard at Ashland/Lake move into the street, and the guard at Park/Lake should do the same when they see the guard at Franklin/Lake move into the street.

- 2. Will “coordinated crossings” be needed at Division/Franklin and Division/Ashland as well?**
 - a. While Division carries approximately 40% less traffic than Lake St, the intersections are only around 450 feet apart, so there is no reason why the crossing guards cannot coordinate the times in which traffic is stopped on Division. The Division/Franklin intersection is under all-way stop while traffic on Division does not stop at Ashland. Traffic arrives more randomly at these intersections rather than in platoons so it does not really matter which guard goes first, as long as both stop traffic on Division at the same time, ideally no more than once a minute.*
- 3. A request was made to reach out to the current crossing guards to solicit feedback about existing conditions and any proposed changes.**
 - a. The River Forest Police Department will continue working with Andy Frain Services to address this issue, along with others.*
- 4. What should the approach be for temporary/substitute crossing guards at the “coordinated crossing” locations?**
 - a. The River Forest Police Department will continue working with Andy Frain Services to address this issue, along with others.*
- 5. What can be done about crossing guards not “pooling” pedestrians before crossing?**
 - a. The River Forest Police Department will continue working with Andy Frain Services to address this issue, along with others. Additionally, per response to item #1, all temporary and substitute crossing guards should receive the same field training at these locations as the regular guards. A small degree of pooling may be necessary to achieve a balance between safe pedestrian crossings and uncongested traffic flow.*
- 6. What can be done to better warn pedestrians at locations of at-grade railroad crossings?**
 - a. Options include sidewalk markings (paint) or post-mounted signage (W10-1, attached). Additionally, since the sidewalks are setback off the roadway, the Village could install the crossbuck sign (R15-1, attached) next to the sidewalk with the “Look” plaque (R15-8, attached) beneath it. Detectable warnings could also be installed on the sidewalk in advance of the railroad tracks. All of these options are inexpensive solutions when compared to an active system involving pedestrian gates and flashing lights. Before implementing anything, Village Staff will contact the Canadian National Railroad for assistance.*
- 7. There is a recommendation for an in-street removable crosswalk sign at Bonnie and Augusta. Grace Lutheran Church School would be the party responsible for putting it out and taking it in daily – is this feasible given how far it is from their school?**
 - a. Village Staff reached out to Grace Lutheran and it was indicated that the school did not wish to take on the additional responsibility of putting out and taking in the sign on a daily basis, therefore, it will not be implemented with the rest of the proposed improvements. The post-mounted crosswalk signage will still be installed.*
- 8. There is a concern that the duration of the north/south pedestrian crossing signal at Washington/Franklin is not sufficient.**
 - a. Village Staff (Operations) was already aware of this at the time of the 12/10/18 meeting and has worked with the Village’s contractor to address the problem. This was fixed just prior to the meeting held on 12/10/18.*

9. Is there a benefit to installing a “reduced speed zone” or radar feedback sign at the Thatcher/Oak crossing?

- a. With the existing speed limit being 25 mph on Thatcher at Oak Avenue, a reduced speed zone does not appear to be necessary and with the Thatcher Avenue/Oak Avenue crossing being four blocks from the nearest school it is too far to install a 20 mph school speed zone. If speed-related concerns persist, it is recommended that speed data be collected on Thatcher Avenue to determine what the average travel speeds are in the vicinity of the proposed Oak crossing. If the data indicates average speeds in excess of 30 mph, enhanced enforcement measures could be implemented on Thatcher Avenue to bring more awareness to the current 25 mph posted speed, such as periodic use of a radar speed feedback trailer or a permanent radar speed feedback sign attached to the existing speed limit signs on Thatcher Avenue.*

10. A request has been made to install red reflective strips on all stop sign posts throughout the Village.

- a. This will be incorporated into the Village’s annual budget to be implemented Village-wide throughout the 2019 calendar year.*

11. There is a concern about the Park/Greenfield layout. Per discussions, it appears that the repeated stopping for eastbound traffic may cause congestion issues.

- a. It is recommended that the proposed improvements be implemented and this intersection be re-analyzed sometime after all improvements are made to determine the need for additional measures (if any).*

The safety concern raised by residents in the SWRTS survey was related to the lack of a safe crossing of Park at Greenfield. Some residents even requested a crossing guard at this location. The SWRTS Plan addresses these comments by creating a single location on Park (at the east leg of Greenfield) where traffic on Park comes to a stop so students can safely cross the street en-route to school. Greenfield is a local street in the Village. It is not a through street nor is it designated as a collector or arterial street. This point is further supported by the existing traffic control on the street, which includes stop control on Greenfield at 5 of the 6 cross-streets between Monroe and Park. While adding a stop sign on Park at the east leg of Greenfield may create another stop for eastbound traffic on Greenfield moving between the offset legs of Greenfield, this will only result in a momentary delay and is not anticipated to cause congestion. Further, the offset intersections are almost ½-block apart so traffic movements between the two intersections are not likely to impact each other.

There was also some discussion about a lack of sidewalk connection on Park Ave at this location. However, it appears that there are existing sidewalk ramps with detectable warnings that direct pedestrians across Park Ave at the location where the safe route is proposed.

12. Does the SRTS Plan take into account sightline restrictions at intersections?

- a. The SRTS Plan does not take sightline restrictions into account. This is something that will be reviewed by Village Staff (Code Enforcement) throughout the 2019 calendar year.*

13. There is concern with the proposed removal of crossing guards at Division/Lathrop and at Oak/Ashland. It is believed that the high pedestrian count at these locations may warrant a guard.

- a. All improvements implemented as part of the SRTS Plan will be reviewed at a future public meeting to determine the need for any supplemental or corrective actions. The removal of crossing guards at these locations will be part of this review. Furthermore, as part of the SRTS Report, additional measures have been suggested (if needed) to accommodate the removal of these crossing guards and direct students to the preferred crossing locations.*

**14. What is the implementation schedule? Will it be incremental or all at once? Implement in spring?
Incremental or all at once?**

- a. *The proposed infrastructure improvements (pavement markings and signage) will be implemented as a single project. If the Village decides to fund the project locally, the estimated timeframe for construction is June/July of 2019. If the Village decides to pursue the Illinois Safe Routes to School Grant (and is ultimately approved) the earliest estimated timeframe for construction is October of 2019. The implementation of the crossing guard changes will be coordinated with the affected schools, regardless of the funding source timelines.*

15. What is the approach for communicating this plan to the applicable students/parents?

- a. *If the proposed improvements are constructed during the summer months of 2019, it is anticipated that applicable maps would be incorporated into back-to-school materials for each school as students enter the 2019 school year. Digital maps can be distributed via email and paper copies can be distributed through each school. The Village and schools can also post applicable maps on their respective websites.
If the proposed improvements are constructed during the fall months of 2019, it is more likely that each school will determine the appropriate means for distributing their respective maps among their students/families.*

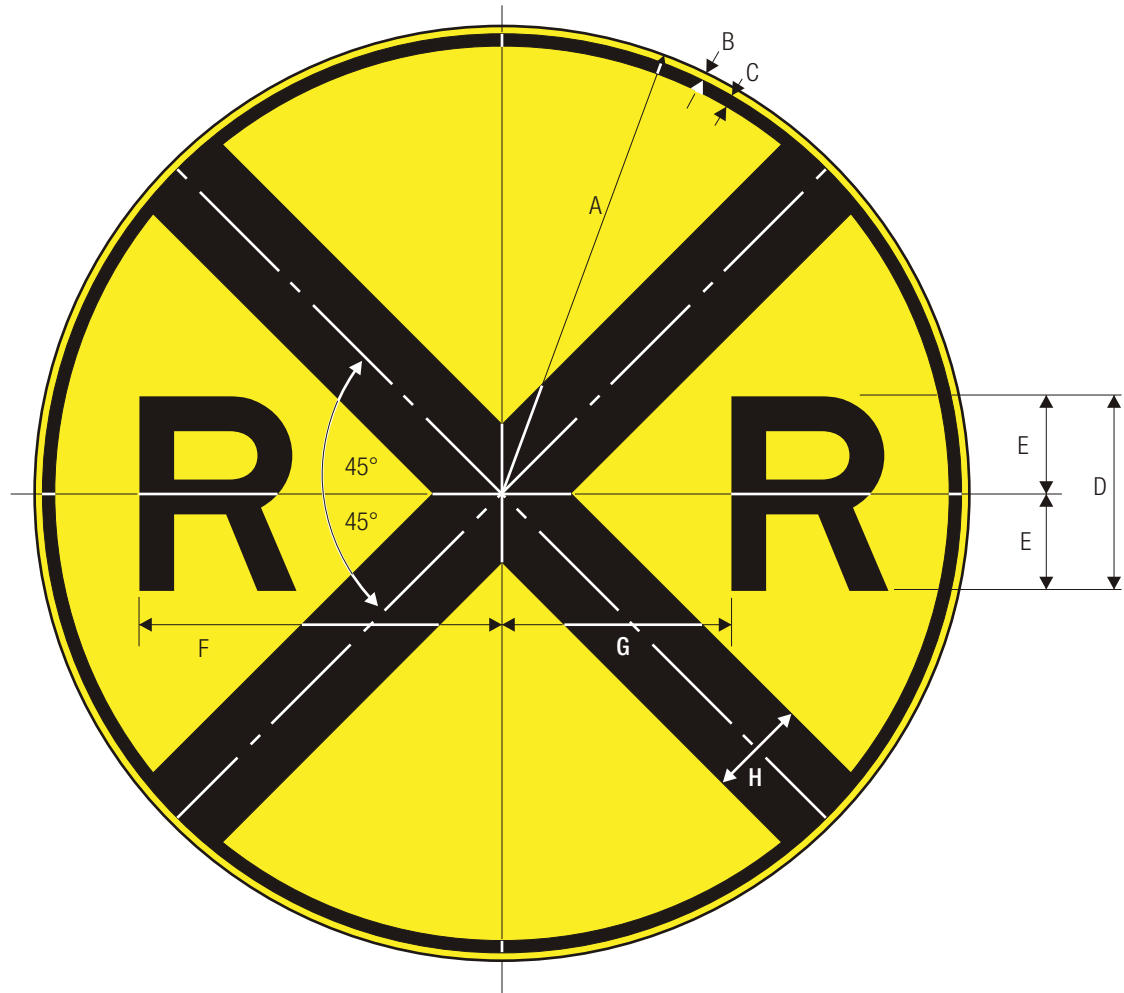
Recommendation: Consider a Motion to approve the recommendations in the Safe Walking Routes to Schools Project and to implement all associated signage and pavement markings in 2019.

Attachments

Railroad Warning Sign, W10-1

Highway Rail Grade Crossing Sign (Cross Buck), R15-1

“Look” Sign, R15-8



W10-1

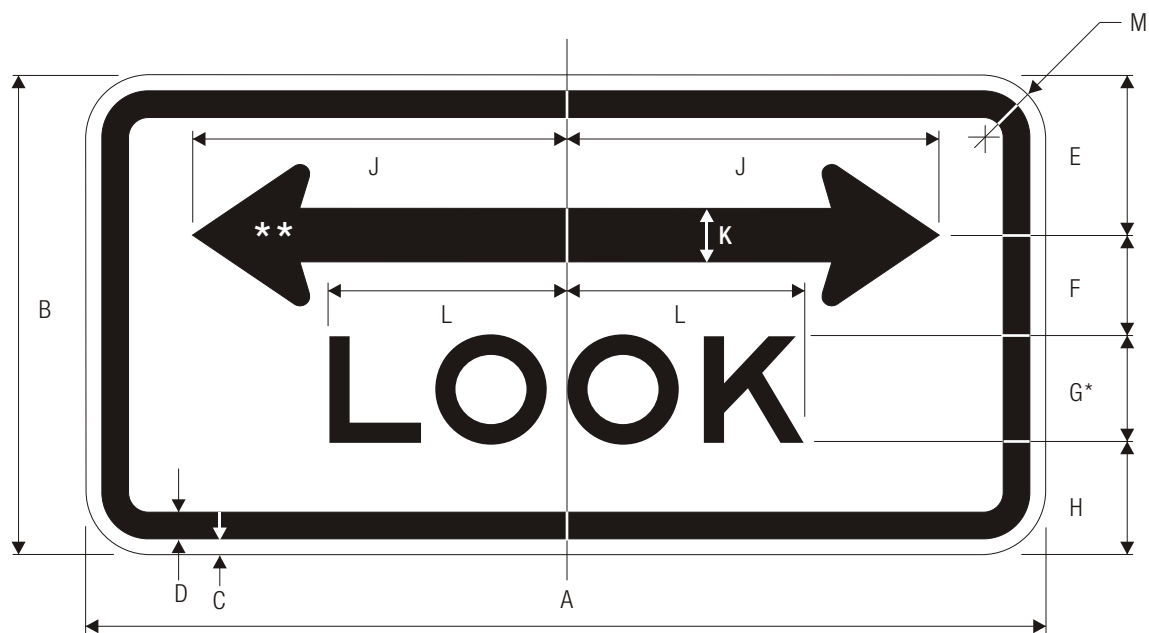
HIGHWAY-RAIL GRADE CROSSING ADVANCE WARNING

C

A	B	C	D	E	F	G	H
9	.25	.375	4 E	2	7.187	4.312	2
12	.375	.625	5 E	2.5	9.187	5.812	2.5
15	.375	.625	7 E	3.5	12.375	7.125	3
18	.5	.75	8 E	4	14.375	8.625	4
24	.75	1.25	10 E	5	18.375	11.625	5

COLORS: LEGEND — BLACK
BACKGROUND— YELLOW (RETROREFLECTIVE)





R15-8
LOOK

*Series 2000 Standard Alphabets.
**See page 6-2 for symbol design

C

A	B	C	D	E	F	G	H	J	K	L	M
36	18	.625	.875	6	3.75	4 F	4.25	14	2	8.906	2.25
48	24	.75	1.25	8	5.25	5 F	5.75	18	2.5	11.128	3

COLORS: LEGEND — BLACK
BACKGROUND— WHITE (RETROREFLECTIVE)



Village of River Forest
Village Administrator's Office
400 Park Avenue
River Forest, IL 60305
Tel: 708-366-8500

MEMORANDUM

Date: January 24, 2019

To: Catherine Adduci, Village President
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Request for Minor Amendment for Platform Tennis Lights

Attached please find a letter from the River Forest Park District for an extension of the use of the platform tennis lights from 10:30 PM to 11:00 PM for four dates in early March. Staff is seeking direction from the Village Board to process this request as a minor amendment.

Thank you.



River Forest Park District

Mr. Eric Palm, Village Administrator
Village of River Forest
400 Park Avenue
River Forest, Illinois 60305

Eric,

The River Forest Park District requests a light extension time for the platform tennis court lights from 10:30 pm to 11:00 pm on the following dates for the purpose to accommodate of the River Forest Park District's platform tennis travel league playoff schedule:

Tuesday, March 5th
Wednesday, March 6th
Monday, March 11th
Wednesday, March 13th

The use of the extended light time will be as need, in the event a platform tennis playoff game runs long.

The Park District will distribute notices to the first 5 houses on Forest Avenue and Keystone Avenue south of the RR tracks and the homes directly across from Lake Street of the possible light time extension.

Thank you.


A handwritten signature in black ink, appearing to read 'Michael Sletten'. The signature is fluid and cursive, with a large loop at the end.

Michael Sletten



MEMORANDUM

TO: Eric J. Palm
Village Administrator

FROM: Kurt Bohlmann 
Fire Chief

DATE: January 24, 2019

SUBJECT: Candidate processing for new hires

A vacancy will exist in the Fire Department with the notification that Lieutenant John Rose will retire on July 1, 2019.

I ask that you notify the Fire and Police Commission of this anticipated vacancy and request they begin processing candidates from the current Firefighter Eligibility list as posted June 5, 2018.

There is a limited number of candidates on our current Firefighter Eligibility list. There is a real possibility that the list could be exhausted prior to filling the position. This would necessitate testing to create a new Firefighter Eligibility list, a process that takes several months.

Not knowing the level of education and certification of the candidates, it may be required to send them to a State of Illinois recognized fire academy which will add nine weeks, in addition to the three weeks of orientation before they can operate on a shift.

This request is to fill the firefighter rank staffing to the budgeted level of 15 and to reduce overtime costs. The sooner the Commission can process the candidate, the better information we will have to determine what training we need to schedule for the firefighter.



Village of River Forest
Village Administrator's Office

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

MEMORANDUM

Date: January 23, 2019

To: Eric Palm, Village Administrator

From: Lisa Scheiner, Assistant Village Administrator

Subj: Plat of Subdivision – 935-947 Franklin Avenue

Issue

The owner of the properties located at 935 and 947 Franklin Avenue wishes to re-subdivide the property. Title 10, Chapter 23, Section 3 of the River Forest Municipal Code requires review and approval of all plats of subdivision by the Village Board of Trustees. The plat is intended to show the configuration of the lots to determine compliance with the Zoning Title.

Analysis

Carl Przyborowski owns both 935 and 947 Franklin Avenue. He resides in the current single family residence located at 947 Franklin. He demolished the home at 935 Franklin and intends to sell the vacant lot. Before the lot is sold he is asking that the Village Board of Trustees approve a plat of re-subdivision to transfer 23 feet of lot width 935 to 947 Franklin.

The Village Board may not approve a re-subdivision where a new non-conformity is created or an existing non-conformity is worsened; however, the Village Board may approve a re-subdivision where an existing non-conformity is reduced or remains constant and no new non-conformity is created. As demonstrated in the attached zoning analysis, the proposed re-subdivision does not create any new non-conformity nor does it worsen any existing non-conformity.

Recommendation

The Plat of Re-subdivision at 935 and 947 Franklin Avenue be approved as proposed.

Attachment(s)

- Memo from Clifford Radatz, Building Official
- Letter from the property owner
- Current Plats of Survey for 935 and 947 Franklin Avenue
- Proposed Plat of Re-subdivision
- Zoning Analysis



MEMORANDUM

DATE: January 18, 2019

TO: Lisa Scheiner
Assistant Village Administrator

FROM: Clifford E. Radatz
Building Official

SUBJECT: Re-Subdivision – 935 and 947 Franklin Avenue

Issue: Carl Przyborowski, owner and resident of 947 Franklin Avenue, and owner of 935 Franklin Avenue, wishes to re-subdivide the two properties. Both of these properties are located entirely within the R2 Zoning District.

Analysis: Currently, 947 Franklin Avenue, at the southeast corner of Augusta Street and Franklin Avenue, has a lot frontage along Franklin Avenue of 75 feet. 935 Franklin has a lot frontage of 123 feet. Mr. Przyborowski wishes to re-subdivide the properties so that the frontage of 947 Franklin increases to 98 feet and 935 Franklin is reduced to 100 feet.

Section 10-9-4-A of the Village Code requires lots in the R2 District to have a minimum lot area of 8,712 square feet. 935 Franklin will have an area of 18,383 square feet and 947 Franklin will have a lot area of 18,015 square feet. The proposed lots comply with section 10-9-4-A.

Section 10-9-4-B of the Village Code requires lots in the R2 District to have a minimum lot width equal or greater than the average width of all lots of record zoned R2 which are within the same block, consisting of both sides of the street and measured by the closest intersecting street on each side; provided, however, that each said resulting lot shall have a width of not less than fifty feet and no lot shall be required to be greater than seventy feet in width. The proposed lots comply with section 10-9-4-B.

The lot at 935 Franklin Avenue is currently a vacant lot, therefore there are no other zoning concerns for this proposed property.

The increase in the width and area of the lot for 947 Franklin Avenue will generally have a beneficial effect on the zoning metrics for the property. Attached is a line by line analysis of zoning requirements for the property as it currently exists, and as proposed. A few items are worth noting:

Front Yard setback: The Front Yard setback requirement is based on the average of the setbacks for each of the properties on the block. As the setback at 947 Franklin is less than the average, it is shown as not meeting the minimum requirement. The Front Yard Setback is not affected by the proposed re-subdivision.

Secondary Front Yard setback: The required Front Yard setback for the side of corner lots facing the secondary street is based on the formula given in section 10-8-7-A-2 of the Zoning ordinance. At a lot width of 75 feet, the required Secondary Front Yard setback is 23 feet. With the increase in the lot width, the requirement for the Secondary Front Yard setback increases to 25 feet. The setback of the existing building to the north property line is currently non-conforming with a setback of only 15.52 feet.

Side Yard setback at the south side: Currently the side yard setbacks as measured to the wall of the building and the roof eave are non-conforming. With the addition of 23 feet to the yard at this side of the property, the Side Yard setbacks will become conforming.

Rear Yard setback: The Rear Yard setback is required to be a minimum of 15 percent of the lot depth. Currently the house at 947 Franklin does not meet the minimum Rear Yard setback. The Rear Yard Setback is not affected by the proposed re-subdivision.

Attachments:

- Letter from the owner, Carl Przyborowski, October 3, 2018.
- Current Plats of Survey for 935 Franklin Avenue and 947 Franklin Avenue
- Proposed Plat of Re-Subdivision
- Zoning Analysis for the current and proposed conditions for 935 Franklin Avenue and 947 Franklin Avenue

Carl A. Przyborowski
947 Franklin Avenue
River Forest, Illinois 60305
708-363-3201
carl@pfventures.com

October 3, 2018

Mr. Cliff Radatz
Village of River Forest
400 Park Avenue
River Forest, Illinois 60305

Re: Property Realignment / 935 - 947 Franklin Avenue

Dear Mr. Radatz:

I am writing to you about my desire to reallocate some square footage of the property referred to as 935 Franklin Avenue to an immediately adjacent property referred to as 947 Franklin Avenue. I am currently the owner of both parcels. I am writing you for your opinion and direction on the formal submittal I am assuming will be required if the information providing here is not complete enough to comply with the requirements.

What I am proposing is the reallocation of 23' of the width of one property (935 Franklin Avenue) to another property (947 Franklin Avenue) which is immediately adjacent the north of it.

Here are the details pertaining to what I am requesting to do.

Current Property Descriptions

The current dimensions of the 935 Franklin property, where I previously razed the structure that occupied it until a couple of years ago, is 123.00' across the front and rear, and 183.83' along each of its two sides. The current footage of the property, based on these dimensions, is 22,611.09 square feet. The P.I.N. for this property is 15-01-316-018-0000.

The current dimensions of the 947 Franklin property, where my house is located, is 75.00' across the front and rear, and 183.83' along each of its two sides. The current footage of the property, based on these dimensions, is 13,787.25 square feet. The P.I.N. for this property is 15-01-316-017-0000.

Compliance Criteria

(based on Sidwell Maps used by the village and the information provided to me with your e-mail of March 20, 2017, a copy of which accompanies this letter)

Both sides of the 900 of Franklin Avenue are located in the R2 Single Family Detached Zoning District.

The overall length of the properties on the east side of the 900 block of Franklin Avenue 598.00'. There are currently five properties on this side of the block.

The overall length of the properties on the west side of the 900 block of Franklin Avenue is 598.56'. There are currently nine properties on this side of the block.

The combined total width of the properties on both sides of the 900 block of Franklin is 1,196.56' and is comprised of fourteen properties

The Average Lot Width based on both sides of the block is approximately 85.468'.

After Proposed Reallocation of Property Frontage

The frontage of 935 Franklin will become 100.00' (14.532' greater than the requirement).

The frontage of 947 Franklin will become 98.00' (12.532' greater than the requirement)

Accompanying this Submittal are the Following

Plat of Survey for the 935 Franklin Avenue Property

Plat of Survey for the 947 Franklin Avenue Property

Please contact me at any time if I can assist in any way in your evaluation of this submittal. In addition, please advise me of anything else I need to do or submit to receive approval for this proposed action.

Thank you for your time.

Sincerely,



PLAT OF SURVEY
OF

LOT 6 IN BLOCK 8 (EXCEPT THE NORTH 75 FEET THEREOF)
IN SUBDIVISION OF A PART OF NORTH WOODS IN THE SOUTH
HALF OF THE EAST HALF OF THE SOUTHWEST 1/4 OF
SECTION 1, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



SCALE: 1" = 20.'

GENERAL NOTES:

- 1) CALL "JULIE" @ #1-800-892-1234 PRIOR TO ANY DIGGING OR CONSTRUCTION (CALL "DIGGER" FOR THE CITY OF CHICAGO ONLY @ #312-744-7000)
- 2) NO UNDERGROUND UTILITIES SHOWN HEREON.
- 3) REFER TO LOCAL ZONING AND SUBDIVISION ORDINANCES AND YOUR TITLE COMMITMENT FOR ANY PROPERTY RESTRICTIONS, SETBACKS AND EASEMENTS NOT SHOWN HEREON.
- 4) THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S RAISED SEAL AFFIXED.
- 5) COMPARE ALL POINTS AND REPORT ANY DIFFERENCES TO SURVEYOR PRIOR TO CONSTRUCTION AT ONCE.
- 6) A CURRENT TITLE POLICY WAS MADE AVAILABLE AT TIME OF SURVEY.
- 7) LEGAL DESCRIPTION SHOWN HEREON SHOULD BE COMPARED TO RECORDED DEED OR TITLE COMMITMENT.
- 8) DO NOT SCALE DIMENSIONS FROM THIS PLAT.

COMMON ADDRESS # 935 FRANKLIN AVE.

RIVER FOREST, IL

ORDER NO: R16-300-15

SCALE: 1" = 20'

FIELD DATE 10/05/2018

BOOK: 43 PAGE 59

PREPARED FOR: CARL PRZYBOROWSKI

SLY. LINE OF AUGUSTA STREET

75.00'
(RET.)

COND. WALL IS 0.10' N

FOUND OUT-
NOTCH ON
LINE EXTEND

SIDEWALK

123.00'

CONCRETE

CURB

FRANKLIN AVENUE
(66.0' R.O.W.)

N FACE OF
COLUMN IS 1.00'S.

SET OUT
NOTCH ON
LINE EXTEND

2'x2' STONE
COLUMN
(TYP.)

IRON FENCE

50' BUILDING SETBACK LINE

183.83'

N FACE OF STONE
COLUMN IS 1.00'S.

STONE WALL

WOOD FENCE-
(LEANING)

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.



THIS IS TO CERTIFY THAT I, JOHN COLIN TOLINE, DO HEREBY
CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY
AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION
OF SAID SURVEY AND THAT ALL DIMENSIONS ARE SHOWN IN FEET AND
DECIMAL PARTS THEREOF CORRECTED TO A TEMPERATURE OF
68 DEGREES FAHRENHEIT.

"THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS
MINIMUM STANDARDS FOR A BOUNDARY SURVEY, AS APPLICABLE TO
PLATS OF SUBDIVISION" (ILCS 1270.56.B.6.P.)

DATE: NOVEMBER 5, 2018
JOHN COLIN TOLINE, P.L.S. # 35-3078
MY COMMISSION EXPIRES NOVEMBER 30, 2018
PROFESSIONAL LAND SERVICES, L.L.C.

ILLINOIS PROFESSIONAL DESIGN FIRM REGISTRATION # 184-004648

Current Plat - 935 Franklin

LEGEND

- FPS = FOUND RAILROAD SPIKE
- FIR = FOUND IRON PIPE
- FIR = FOUND IRON PIPE
- FIB = FOUND IRON BAR
- FRI = FOUND RI NAIL
- FCC = FOUND CUT CROSS
- FN = FOUND OUT NOTCH
- SIP = SET IRON PIPE
- SCC = SET CUT CROSS
- SPN = SET RI NAIL
- REC = RECORD INFORMATION
- MEAS = MEASURED INFORMATION
- CALC = CALCULATED INFORMATION
- FC = FENCE CORNER
- TF = TOP OF FOUNDATION
- FF = FINISHED FLOOR
- FFG = FINISHED FLOOR GARAGE
- TC = TOP OF CURB
- FL = FLOW LINE
- INV = INVERT
- CONC = CONCRETE
- BIT = BITUMINOUS
- FRM = FRAME
- BRN = BRICK
- CMP = CORRUGATED METAL PIPE
- UE = UTILITY EASEMENT
- PUE = PUBLIC UTILITY EASEMENT
- PVADE = PUBLIC UTILITY & DRAINAGE EASEMENT
- FC = FENCE CORNER
- N = NORTH
- S = SOUTH
- E = EAST
- W = WEST
- OH = OVERHANG
- FRM = FRAME
- = IRON PIPE
- + = CUT CROSS
- = CHAIN-LINK FENCE
- = WOOD FENCE / PFC FENCE
- = IRON FENCE
- TR = TRANSFORMER (PAD)
- AC = AIR CONDITIONER
- SM = GAS METER
- EM = ELECTRIC METER
- UT = UTILITY PEDESTAL
- MB = MANHOLE / CATCHBASIN
- SI = STORM INLET
- UP = UTILITY POLE
- AW = ANCHOR (OUT WIRE)
- LP = LIGHTPOLE
- TSR = TRAFFIC SIGNAL POLE
- SG = SIGN
- MB = MAILBOX

PLAT OF SURVEY
OF

THE NORTH 75 FEET OF LOT 6 IN BLOCK 8 IN SUBDIVISION
OF A PART OF NORTH WOODS IN THE SOUTH HALF OF THE
EAST HALF OF THE SOUTHWEST 1/4 OF SECTION 1,
TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Current Plat - 947 Franklin

AUGUSTA STREET
(66.0' R.O.W.)

FRANKLIN AVENUE
(66.0' R.O.W.)

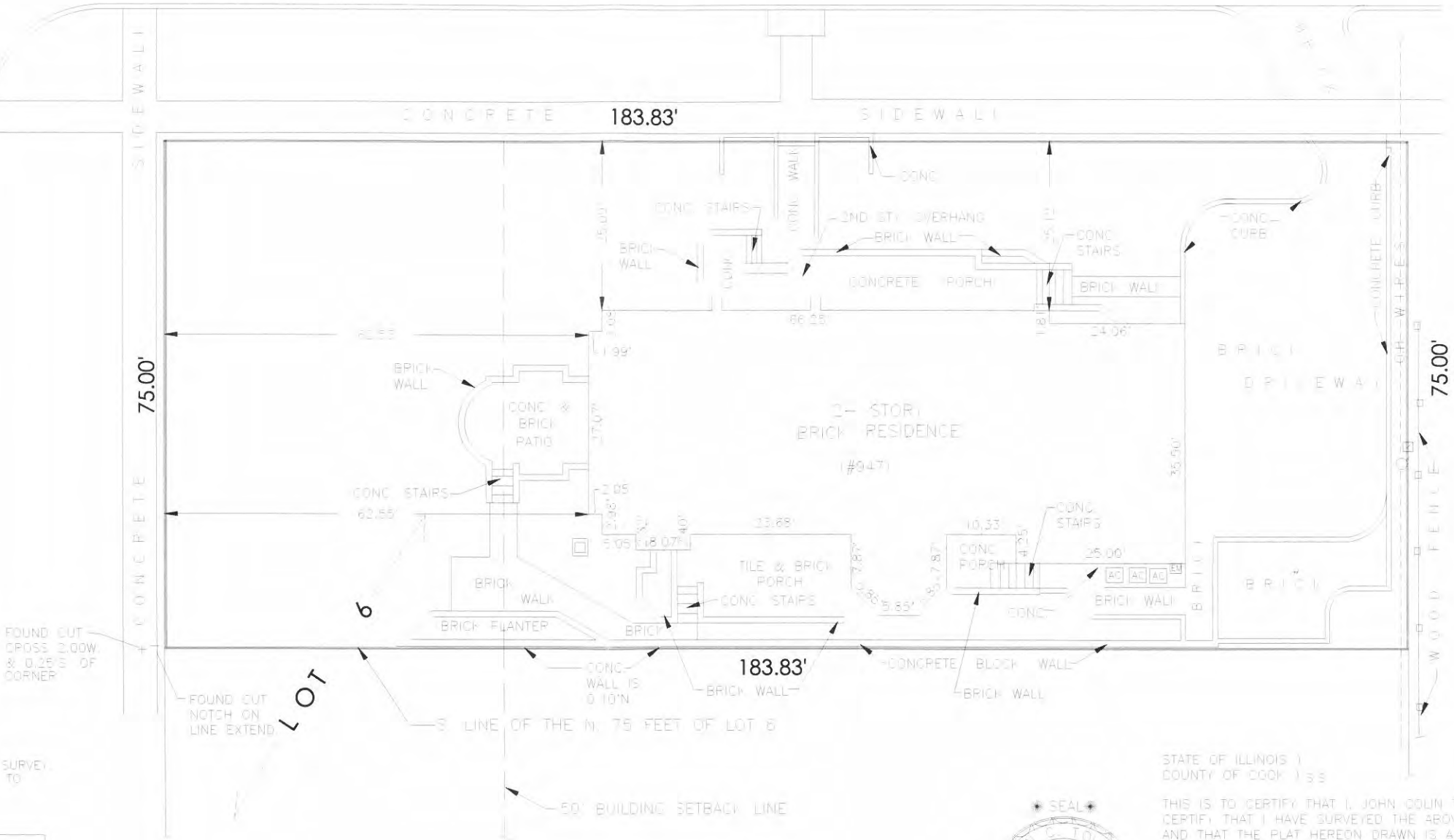


SCALE: 1" = 20.'

GENERAL NOTES

- 1.) CALL JULIE @ #1-800-892-1234 PRIOR TO ANY DIGGING OR CONSTRUCTION. CALL "DIGGER" FOR THE CITY OF CHICAGO ONLY @ #312-744-7000.
- 2.) NO UNDERGROUND UTILITIES SHOWN HEREON.
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COMMON ADDRESS: # 935 FRANKLIN AVE	
RIVER FOREST, IL	
ORDER NO: R16-300.15	SCALE: 1" = 20'
FIELD DATE: 11/18/2018	BOOK: 43 PAGE 59
PREPARED FOR:	
CARL A. PRZYBOROWSKI	



LEGEND

- FPS = FOUND RAILROAD SPIKE
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- UE = UTILITY EASEMENT
- PUE = PUBLIC UTILITY EASEMENT
- PURDE = PUBLIC UTILITY 2' DRAINAGE EASEMENT
- FC = FENCE CORNER
- N = NORTH
- S = SOUTH
- E = EAST
- W = WEST
- OH = OVERHANG
- FRM = FRAME
- = IRON PIPE
- + = CUT CROSS
- = CHAIN-LINK FENCE
- = WOOD FENCE / PVC FENCE
- = IRON FENCE
- TR = TRANSFORMER (TAP)
- AC = AIR CONDITIONER
- GM = GAS METER
- EM = ELECTRIC METER
- UT = UTILITY PEDESTAL
- MB = MANHOLE/CATCHBASIN
- SI = STORM INLET
- UI = UTILITY POLE
- AS = ANCHOR (GUY WIRE)
- LP = LIGHTPOLE
- TP = TRAFFIC SIGNAL POLE
- S = SIGN
- MB = MAILBOX



STATE OF ILLINOIS)
COUNTY OF COOK) SS

THIS IS TO CERTIFY THAT I, JOHN COLIN TOLINE, DO HEREBY
CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY
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MINIMUM STANDARDS FOR A BOUNDARY SURVEY, AS APPLICABLE TO
PLATS OF SUBDIVISION" (ILCS 1270.56.B.6.P.)

DATE: NOVEMBER 20, 2018
JOHN COLIN TOLINE, P.L.S. # 35-3078
MY COMMISSION EXPIRES NOVEMBER 30, 2018
PROFESSIONAL LAND SERVICES, L.L.C.
ILLINOIS PROFESSIONAL DESIGN FIRM REGISTRATION # 184-004648

PROFESSIONAL LAND SERVICES, L.L.C.
LAND SURVEYING AND MAPPING
7518 W. MADISON AVE., STE. 2C - FOREST PARK, IL 60130
PHONE: 708.488.1733 FAX: 708.488.1765 E-MAIL: prolandsurv@sbcglobal.net
RESIDENTIAL ■ COMMERCIAL ■ TOPOGRAPHIC ■ CONSTRUCTION ■ CONDOS ■ ALTA ■ MUNICIPAL ■ ENVIRONMENTAL

FINAL PLAT OF RESUBDIVISION
935 FRANKLIN AVENUE RESUBDIVISION
OF

P.L.N. #S: 15-01-316-017-0000
15-01-316-018-0000

LOT 6 IN BLOCK 8 IN SUBDIVISION OF A PART OF NORTH WOODS IN THE SOUTH
HALF OF THE EAST HALF OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 39
NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

OWNERS / TRUSTEES CERTIFICATE
STATE OF _____)
COUNTY OF _____) S.S.
THIS IS TO CERTIFY THAT _____
AND _____ AS TRUSTEES UNDER TRUST
AGREEMENTS: 1.) DATED: 01/25/89 AS TRUST # _____
2.) DATED: 09/10/02 AS TRUST # _____
A. _____ (BANK / TRUST NAME)
IS / ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED ON THE PLAT OF RESUBDIVISION
AND THAT THEY HAVE CAUSED THE SAME TO BE PLATTED AS INDICATED HEREON FOR THE USES AND
PURPOSES HEREIN SET FORTH, AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE
AND TITLE HEREON INDICATED.
THIS _____ DAY OF _____ 2018, A.D.

BY: _____
TITLE: _____
ATTEST: _____

NOTARY'S CERTIFICATE
STATE OF _____)
COUNTY OF _____) S.S.
THIS IS TO CERTIFY THAT I, _____ A NOTARY PUBLIC
IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT PERSONALLY KNOWN TO ME
TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH
OWNERS, APPEARED BEFORE THIS _____ DAY OF _____ AND ACKNOWLEDGED THAT THEY
SIGNED AND DELIVERED SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES SET FORTH,
GIVEN UNDER MY HAND AND NOTARIAL SEAL.
THIS _____ DAY OF _____ 2018, A.D.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
MORTGAGE CERTIFICATE
STATE OF _____)
COUNTY OF _____) S.S.

THIS IS TO CERTIFY THAT ACTUAL BANK OF OMAHA (LOAN NUMBER 1426854459)
AND THAT SAME HAS CAUSED THE LAND TO BE PLATTED AS INDICATED HEREON FOR THE USES AND
PURPOSES HEREIN SET FORTH, AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE
AND TITLE HEREON INDICATED.
THIS _____ DAY OF _____ 2018, A.D.

BY: _____
TITLE: _____
ATTEST: _____

NOTARY'S CERTIFICATE
STATE OF _____)
COUNTY OF _____) S.S.

THIS IS TO CERTIFY THAT I, _____ A NOTARY PUBLIC
IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE ABOVE IS PERSONALLY KNOWN TO ME
TO BE THE SAME PERSON(S) WHOSE NAMES) ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH
OWNERS, APPEARED BEFORE THIS _____ DAY OF _____ AND ACKNOWLEDGED THAT THEY
SIGNED AND DELIVERED SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES SET FORTH,
GIVEN UNDER MY HAND AND NOTARIAL SEAL.
THIS _____ DAY OF _____ 2018, A.D.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

COUNTY CLERK'S CERTIFICATE
STATE OF ILLINOIS) SS
COUNTY OF COOK)
I, _____ COUNTY CLERK OF COOK COUNTY, ILLINOIS, DO HEREBY
CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES AND NO REDEEMABLE
TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT, GIVEN UNDER MY HAND AND SEAL OF THE COUNTY
OF COOK, ILLINOIS, THIS _____ DAY OF _____ 2019

COUNTY CLERK

PRESIDENT / VILLAGE BOARD OF TRUSTEES CERTIFICATE
STATE OF ILLINOIS) SS
COUNTY OF COOK)
APPROVED AND ACCEPTED BY THE PRESIDENT OF THE BOARD OF TRUSTEES OF THE VILLAGE OF RIVER FOREST,
THIS _____ DAY OF _____ A.D. 2019.

BY: _____
PRESIDENT / BOARD OF TRUSTEES
ATTEST: _____
VILLAGE CLERK

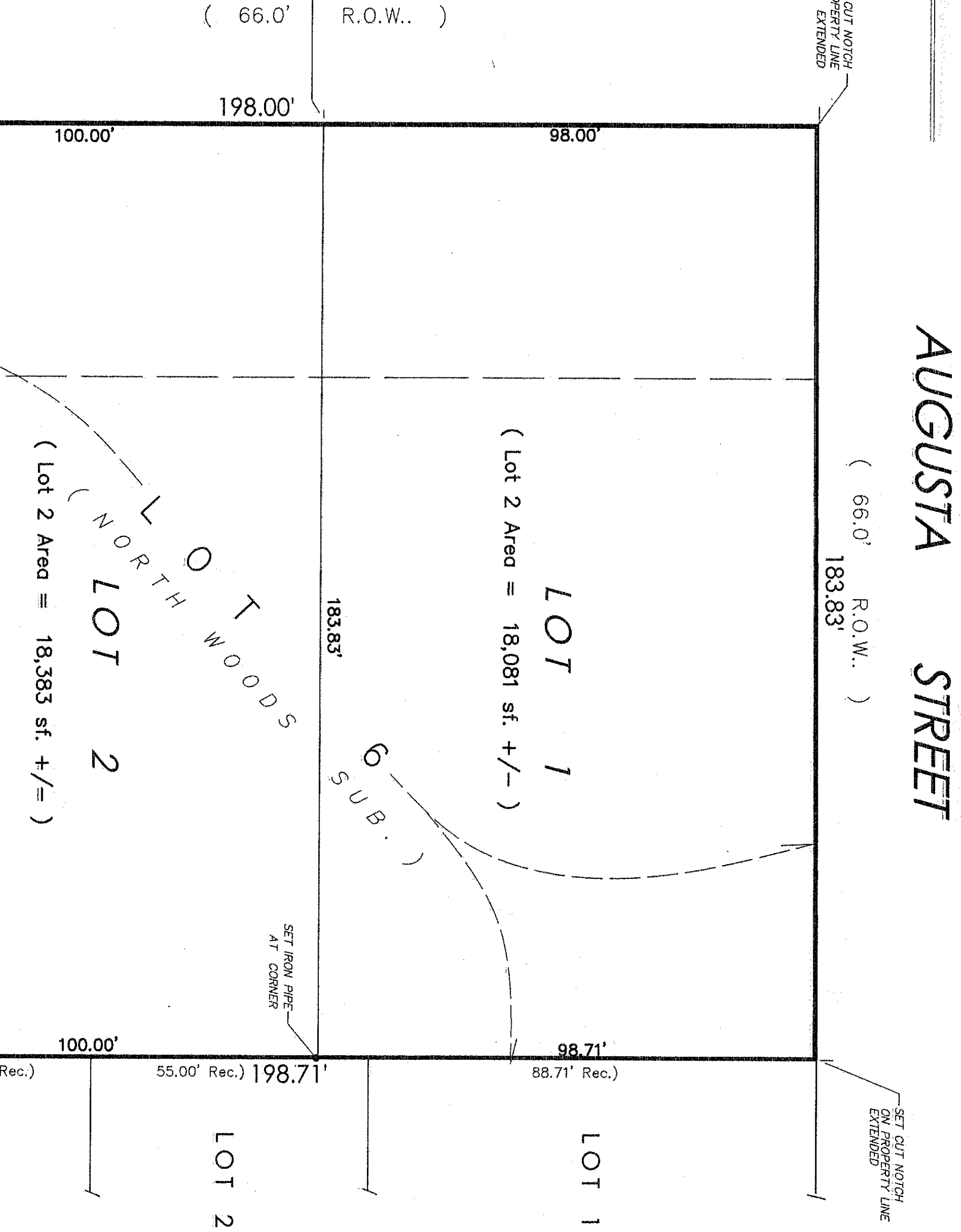
DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS CERTIFICATE
STATE OF ILLINOIS) SS
COUNTY OF COOK)
APPROVED BY THE DIRECTOR OF PUBLIC WORKS OF THE VILLAGE OF RIVER FOREST,
THIS _____ DAY OF _____ 2019.

DIRECTOR OF PUBLIC WORKS

NOTARY CERTIFICATE
I, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID,
DO HEREBY CERTIFY THAT _____ WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON,
WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT APPEARED BEFORE ME THIS DAY IN PERSON AND
ADVISED THAT HE SIGNED THE ANNEXED PLAT AS HIS OWN AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET
FORTH,
GIVEN UNDER MY HAND AND NOTARIAL SEAL, THIS _____ DAY OF _____ A.D. 2019.

BY: _____
NOTARY PUBLIC

FRANKLIN AVENUE

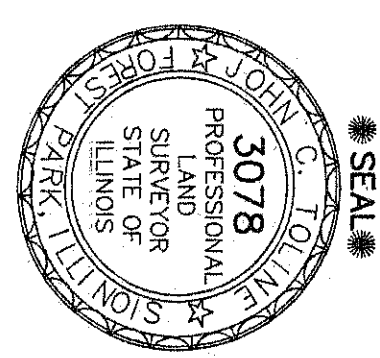


MAIL TAX BILLS TO:
CARL PRZYBOROWSKI
947 FRANKLIN AVE.
RIVER FOREST, ILLINOIS 60305

GENERAL NOTES:
1) CALL "JULIE" @ #1-800-892-1234 PRIOR
TO ANY DIGGING OR CONSTRUCTION! (CALL "JULIE" @ #312-744-7000)
2) NO UNDERGROUND UTILITIES SHOWN HEREON,
3) REFER TO LOCAL ZONING AND SUBDIVISION
ORDINANCES AND YOUR TITLE COMMITMENT FOR
ANY PRESENT OR FUTURE RESTRICTIONS, SETBACKS AND
EASEMENTS.
4) THIS SURVEY IS NOT VALID WITHOUT THE
SURVEYOR'S RAISED SEAL AFFIXED.
5) COMPARE ALL POINTS AND REPORT ANY
DIFFERENCES TO SURVEYOR PRIOR TO CONSTRUCTION
AT ONCE.
6) NO CURRENT TITLE POLICY AVAILABLE AT TIME OF SURVEY.
7) LEGAL DESCRIPTION SHOWN HEREON SHOULD BE COMPARED
TO RECORDED DEED OR TITLE COMMITMENT.
8) DO NOT SCALE DIMENSIONS FROM THIS PLAT.

COMMON ADDRESS: # 935 & #947 FRANKLIN AVE
RIVER FOREST, ILLINOIS
ORDER NO: R18-300.JS SCALE: 1" = 30'
FIELD DATE: 10/05/2018 BOOK: SEE PLAT
PREPARED FOR:
CARL PRZYBOROWSKI

PROFESSIONAL LAND SURVEYING AND MAPPING
LAND SURVEYING AND MAPPING
7518 W. MADISON AVE., STE. 2C - FOREST PARK, IL. 60130
PHONE: 708.488.1733 FAX: 708.488.1765 E-MAIL: prp@prdsurv.com
RESIDENTIAL ■ COMMERCIAL ■ TOPOGRAPHIC ■ CONSTRUCTION ■ CONDOS ■ ALTA ■ MUNICIPAL ■ ENVIRONMENTAL



SCALE: 1" = 30'.
LEGEND
FP = FOUND IRON PIPE
SP = SET IRON PIPE
SC = SET CUT CROSS
SR = SET IRON ROD
SE = SET ELEVATION
MEAS = MEASURED INFORMATION
CALC = CALCULATED INFORMATION
CONC = CONCRETE
BIT = BITUMINOUS
FRT = FRAME
N = NORTH
S = SOUTH
W = WEST
+ = IRON PIPE
0 = CUT CROSS

SUBMITTED BY & RETURN TO: ADDRESS BELOW:

JOHN C. TOULIE, P.L.S.
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3078 MY LICENSE EXPIRES 11/30/2018

PLAT AUTHORIZATION CERTIFICATE
STATE OF ILLINOIS) SS
COUNTY OF COOK)
WE, PROFESSIONAL LAND SERVICES, L.L.C., AN ILLINOIS PROFESSIONAL DESIGN FIRM, NUMBER 184-004648,
HEREBY DESIGNATE THE CITY OF ELKHURST TO RECORD THIS PLAT OF SUBDIVISION WITH THE DUPAGE COUNTY
CLERK'S OFFICE. THIS DESIGNATION IS GRANTED UNDER THE RIGHT TO
DESIGNATE RECORDING UNDER SECTION 2 OF THE ILLINOIS PLAT ACT, 195 COMPILED STATUTES 205/2,
GIVEN UNDER OUR HAND AND SEAL AT FOREST PARK, ILLINOIS.
THIS _____ DAY OF _____ 2018, A.D.

"THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS
MINIMUM STANDARDS FOR A BOUNDARY SURVEY, AS APPLICABLE TO
PLATS OF SUBDIVISION" (ILCS 12/0.56 B.6.P.)

DATE: JANUARY 18, 2019
PROFESSIONAL LAND SERVICES, L.L.C.
ILLINOIS PROFESSIONAL DESIGN FIRM REGISTRATION # 184-004648

Zoning Analysis for the proposed
Re-Subdivision of 935 and 947 Franklin Avenue

Date of Review: 12/6/2018

R2 Single-Family (Detached) Residential District

935 Franklin Avenue

This lot is currently vacant.

Existing Lot

Proposed Lot

	Current Zoning Status	Proposed
Lot Width	123.00	100.00
Lot Depth	183.830	183.830
Lot Area	22,611.09	18,383.00
Lot Coverage		
30% allowed for the R2 District	6,783.33	5,514.90
Actual Lot Coverage	0.00	0.00
Percentage actual Lot Coverage	0.00%	0.00%
Floor Area Ratio		
40% allowed for the R2 District, (35% allowed for lots with an area greater than 20,000 s.f. with a minimum allowed Floor Area of 8,000 s.f.)	8,000.00	7,353.20
Actual Floor Area	0.00	0.00
Percentage actual Floor Area	0.00%	0.00%

Setbacks

Front Yard - West

Required Front Yard Setback to Roof Eave	65.75	65.75
Actual Setback to Wall	0.00	0.00
Roof Eave dimension	0.00	0.00
Actual Setback to Eave	0.00	0.00

Side Yard - North

Required Side Yard setback to face of Wall	12.30	10.00
Actual Setback to Wall	0.00	0.00
Roof Eave dimension	0.00	0.00
Actual Setback to Eave	0.00	0.00
Required Side Yard setback to Roof Eave	3.00	3.00

Side Yard - South

Required Side Yard setback to face of Wall	12.30	10.00
Actual Setback to Wall	0.00	0.00
Roof Eave dimension	0.00	0.00
Actual Setback to Eave	0.00	0.00
Required Side Yard setback to Roof Eave	3.00	3.00

Combined Sideyard

Required Combined Side Yard Setback	30.75	25.00
Actual Combined Side Yard Setback	0.00	0.00

Rear Yard - East

Required Rear Yard Setback to Roof Eave	27.57	27.57
Actual Setback to Wall	0.00	0.00
Roof Eave dimension	0.00	0.00
Existing Setback to Roof Eave	0.00	0.00

Building Height to Ridge

Allowed Height above grade in feet	40'	40'
Actual Height above grade in feet	0	0
Allowed Story Height	2.5	2.5
Actual Story Height	0	0

Zoning Analysis for the proposed
Re-Subdivision of 935 and 947 Franklin Avenue

Date of Review: 12/6/2018

R2 Single-Family (Detached) Residential District

947 Franklin Avenue

Existing Lot

Proposed Lot

	Current Zoning Status	Proposed
Lot Width	75.00	98.00
Lot Depth	183.83	183.83
Lot Area	13,787.25	18,015.34

Lot Coverage

30% allowed for the R2 District

Actual Lot Coverage	4,136.18	5,404.60
Percentage actual Lot Coverage	3,364.03	3,364.03
	24.40%	18.67%

Floor Area Ratio

40% allowed for the R2 District

Actual Floor Area	5,514.90	7,206.14
Percentage actual Floor Area	5,332.62	5,332.62
	38.68%	29.60%

Setbacks

Front Yard - West

Required Front Yard Setback to Roof Eave	65.75	65.75
Actual Setback to Wall	62.53	62.53
Roof Eave dimension	3.33	3.33
Actual Setback to Eave	59.20	59.20

(The Front Yard setback is based on the average setback of the block, and is not be affected by the proposed re-subdivision.)

Secondary Front Yard - North

Required Secondary Front Yard Setback to Roof Eave	23.00	25.00
Actual Setback to Wall	18.85	18.85
Roof Eave dimension	3.33	3.33
Actual Setback to Eave	15.52	15.52

(The Secondary Front Yard setback is based on the Lot Width, increasing with the Lot Width incrementally up to a maximum of 25 feet.)

Side Yard - South

Required Side Yard setback to face of Wall	7.50	9.80
Actual Setback to Wall	4.77	27.77
Roof Eave dimension	2.33	2.33
Actual Setback to Eave	2.44	25.44
Required Side Yard setback to Roof Eave	3.00	3.00

Combined Side Yard

Required Combined Side Yard Setback	18.75	24.50
Actual Combined Side Yard Setback	23.62	46.62

Rear Yard - East

Required Rear Yard Setback to Roof Eave	27.57	27.57
Actual Setback to Wall	29.00	29.00
Roof Eave dimension	3.3300	3.3300
Existing Setback to Roof Eave	25.67	25.67

Building Height to Ridge

Allowed Height above grade in feet	35'	35'
Actual Height above grade in feet	33'	33'
Allowed Story Height	2.5	2.5
Actual Story Height	2	2