



VILLAGE OF RIVER FOREST REGULAR VILLAGE BOARD MEETING

Monday, March 25th, 2024 – 7:00 PM
Village Hall – 400 Park Avenue – River Forest, IL 60305
Community Room

AGENDA

You may submit your written public comments via email in advance of the meeting to: vbot@vrf.us. If you would like to speak during public comment, please email lmaseila@vrf.us by 4:00 PM on Monday, March 25th, 2024. Anyone may listen to the meeting by participating in a Zoom conference call as follows: dial-in number: 312-626-6799 with meeting ID: 820 6367 6956 or by clicking the link here: <https://us02web.zoom.us/j/82063676956> To watch the livestream and access the meeting materials, please go to the Village website: <https://www.vrf.us/events/event/2627>

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Citizen Comments
4. Elected Official Comments & Announcements
5. Consent Agenda
 - a. Village Board of Trustees Meeting Minutes – March 11th, 2024
 - b. Administration Department Report
 - c. Fire Department Annual Report
 - d. First Responders Wellness Week – Proclamation
 - e. Authorization of the Sale of Fire Department Vehicle Car 299 – Ordinance
 - f. Authorization to Sell Surplus Village Property – Ford Police Pursuits – Ordinance
 - g. Lead Service Line Replacement – Final Inventory, Plan Submittal, & Year One Design – \$101,280.00.
 - h. Intergovernmental Agreement – Des Plaines River Trail – Village of Rosemont – \$69,900.00
 - i. Contract Renewal – Springbrook Software
6. Recommendations of Boards, Commissions, and Committees
 - a. Sustainability Commission
 - i. Appointment of Susan Charrette as Sustainability Commission Co-Chair
 - ii. Electric Vehicle Readiness Cohort – Zoning Action Items
 - b. Zoning Board of Appeals
 - i. Request for Zoning Variation – 214 Gale – Ordinance
7. Unfinished Business
8. New Business
9. Executive Session
10. Adjournment

ADA Compliance: Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the Village at least 24 hours in advance of the scheduled meeting in person at Village Hall by telephone at 708.366.8500 or by email: mwalsh@vrf.us. Every effort will be made to allow for meeting participation.

**VILLAGE OF RIVER FOREST
REGULAR VILLAGE BOARD OF TRUSTEES MINUTES
March 11th, 2024**

A regular meeting of the Village of River Forest Board of Trustees was held on Monday, March 11th, at 7:00 p.m. in the Community Room of Village Hall, 400 Park Avenue – River Forest, IL.

1. CALL TO ORDER/ROLL CALL

The meeting was called to order at 7:00 p.m. Upon roll call, the following persons were:

Present: President Adduci, Trustees Vazquez, Brennan, O’Connell (Virtual), Gillis, Bachner, Johnson and Village Clerk Keller

Absent: None

Also Present: Fire Chief Thomas Gaertner, Deputy Fire Chief Bochenek, Police Chief James O’Shea, Deputy Chief Greenwood, Police Commander Mike Swierczynski, Finance Director Rosemary McAdams, Village Attorney Lance Malina, Human Resources Manager Trish Ivansek, Village Administrator Matt Walsh, Assistant Village Administrator Jessica Spencer.

MOTION by Trustee Vazquez to allow Trustee O’Connell to participate virtually due to employment matters. Seconded by Trustee Johnson.

Roll call:

Ayes: Trustees Vazquez, Bachner, Gillis, Johnson, Brennan.

Absent: None

Nays: None

Motion Passes.

2. PLEDGE OF ALLEGIANCE

President Adduci led the pledge of allegiance.

3. CITIZEN COMMENTS

Margie Cekander made a public comment regarding statements made in the March 8th, Village Newsletter. Ms. Cekander also stated that some statements the Village has made about the Lake and Lathrop property and the proposed zoning text amendments were not accurate. Ms. Cekander stated that zoning codes are supposed to be safeguards to protect the quality of life of residents and the proposed changes will not do that.

4.ELECTED OFFICIAL COMMENTS & ANNOUNCEMENTS

Trustee Bachner gave a land acknowledgement and then had no further comments.

Trustee Vazquez reported attending a Metropolitan Mayors Caucus Age Friendly event with Village President Adduci. He suggested the Village investigate some of the transportation materials provided at the event.

Village Clerk Keller had no comments for the record.

Trustee Brennan announced the River Forest Library will be hosting their Juneteenth event on June 17th at 11:00am at the River Forest Public Library. She also asked Village Administrator Walsh to address some of the comments raised by Ms. Cekander.

Administrator Walsh reported that the official No Further Remediation (NFR) letter will not be granted until the construction of a property on the Lake and Lathrop Development site is completed and noted that this situation is not atypical. He also reported that the Village has correspondence with the Environmental Protection Agency confirming this as well.

Trustee Johnson had no comments.

Trustee O'Connell thanked Administrator Walsh for his comments on the concerns Ms. Cekander raised. He also commented on some of the statements Ms. Cekander made about Lake and Lathrop and the proposed zoning changes.

Trustee Gillis commented that on April 13th, the River Forest Bike Exchange event will be taking place at Roosevelt Middle School. She reported that the event starts around 9am and goes on until 1pm.

Trustee Bachner asked if the Village has any policies surrounding electric bike registration.

Village Administrator Walsh stated that those vehicles can be registered as bikes with the Village Police Department.

Village President Adduci took to the podium and gave the 2024 State of the Village Presentation. She noted it was an honor to work with the Village Board and Village Staff for River Forest and highlighted their commitment to the Villages main guiding goals of public safety, stabilizing property taxes, and increasing property values through improving quality of life.

Trustee Vazquez requested to add a few comments and noted being proud of many of the accomplishments President Adduci highlighted in her presentation. He also thanked Village staff for their work. He then thanked the residents for their comments

and suggestions and noted that while he is proud of the work done, he knows the Village could still improve. Finally, Trustee Vazquez thanked President Adduci for her work.

5. CONSENT AGENDA

- a) Village Board of Trustees Meeting Minutes – February 26th, 2024
- b) Village Board of Trustees Executive Meeting Minutes – February 26th, 2024
- c) Accounts Payable – February 2024 – \$1,697,198.98.
- d) February Financial Report
- e) Administration Department Report
- f) Monthly Department Reports
- g) Women’s History Month – Proclamation
- h) Purchase Approval – Automated License Plate Reader System – Minuteman Technologies – \$55,275.00
- i) SafeBuilt Contract Renewal – Plan Review and Inspection Services
- j) Accessible Parking Space Request – 1417 Bonnie Brae – Ordinance
- k) Award of Contract – 2024 Permeable Paver Maintenance Project – Old World Brick Paving – \$52,992.50
- l) Approval of Zoning Map – Ordinance

MOTION by Trustee Johnson to approve Consent Agenda Items A-L. Seconded by Trustee Brennan.

Trustee O’Connell asked if accessible parking spaces, as mentioned in Item J, are forever tied to the property, or do the spots go away if they are no longer needed.

Administrator Walsh stated he does not know but reported the Village does keep track of the spaces and will look further into the question.

Trustee Bachner asked if there have been any complaints regarding these handicap spots.

Administrator Walsh stated no complaints have been received that he is aware of.

Trustee Bachner suggested the Village be careful when removing any potential spots in the future.

Roll call:

Ayes: Trustees Vazquez, Bachner, Gillis, Johnson, Brennan, O’Connell.

Absent: None

Nays: None

Motion Passes.

Trustee Gillis stated the Bike Exchange event she mentioned in her comments will take place from 10am-1pm.

6.UNFINISHED BUSINESS

None

7. NEW BUSINESS

None

8.EXECUTIVE SESSION

None

9. ADJOURNMENT

MOTION to adjourn by Trustee Vazquez. Seconded by Trustee Johnson.

Roll call:

Ayes: President Adduci, Trustees Vazquez, O'Connell, Bachner, Johnson, Gillis, Brennan

Absent: None

Nays: None

The Village Board of Trustees Meeting adjourned at 7:50 p.m.

Jonathan Keller, Village Clerk

Date:_____



MEMORANDUM

Date: March 25th, 2024

To: President Adduci & Village Board of Trustees

From: Matt Walsh, Village Administrator

Subject: Administration Report

Upcoming Public Meetings

Thursday, March 28	7:00pm	Historic Preservation Commission
Wednesday, April 3	6:00pm	Economic Development Commission
Monday, April 8	7:00pm	Village Board of Trustees

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:

Vendor	Amount	Description
Andy Frain Services Inc	\$11,990.22	February 2024 Crossing Guards
Lyons & Pinner Electric Companies	\$14,703.39	Street Lighting Repairs
State Treasurer	\$15,423.18	State income Tax

February 2024 Highlights	
New Business Licenses	2
Freedom of Information Act Requests	21
New Email Subscribers (Past 30 days)	42

RIVER FOREST FIRE DEPARTMENT

Annual Report

2023





Table Of Contents

<u>Section</u>	<u>Title Division</u>	<u>Submitter</u>
1	Administration	Fire Chief Thomas Gaertner
2	Operations & Administration	Deputy Fire Chief Dave Bochenek
3	Fire & Emergency Service Statistics	Fire Chief Thomas Gaertner
4	EMS Billing	Administrative Assistant Renee Morris
5	Emergency Medical Service / Paramedic Division	Lieutenant Quentin Boyd
6	Training Division	Lieutenant John Carter
7	Fire Prevention Bureau/ Public Education Division	Fire Marshal Kevin Wiley
8	Fire Investigation Division	Lieutenant Michael Smith
9	Technical Rescue Division	Lieutenant Quentin Boyd
10	Hazardous Maintenance Division	Firefighter/ Paramedic Jason Bencik
11	Vehicle/Equipment Maintenance	Firefighter/Paramedic Chris Doran



Message From The Chief

March 25, 2024

To Village President Cathy Adduci and the Board of Trustees,

I am pleased to submit this annual report for the River Forest Fire Department for the year 2023.

This past year we maintained our focus and direction in providing the best possible services for our residents, business owners and guests. I encourage you to take the time to read this report and see exactly what we have accomplished over the past year.

I would like to thank my Administrative Assistant, Renee Morris, for her hard work over this past year and for putting this report together.

Over the past year we responded to 2,862 emergency calls. Of those responses, 1,631 were EMS/Rescue type calls which also included automobile accidents. The remaining 1,231 responses were all fire related emergencies including structure fires, vehicle fires, wildland fires and automatic fire alarms. The River Forest Fire Department is also a member of MABAS (Mutual Aid Box Alarm System) Division 11 which is our mutual aid system. During 2023 we received mutual aid 544 times from neighboring communities and responded 1039 times to our neighboring communities and other MABAS Divisions.





Message From The Chief (continued) ...

As you will see by reading this report a large amount of hard work was accomplished over this past year. This work included but was not limited to responding to emergency calls, conducting fire and EMS training, vehicle and station maintenance, fire prevention, public education, fire investigation, hazardous materials, and technical rescue responsibilities. I would like to thank the Officers and Firefighter/Paramedics who take pride in what they do and demonstrate it daily. They are all true professionals.

I would also like to thank Village President Cathy Adduci, and the River Forest Board of Trustees for their continued support throughout the year. They have made a commitment to make the River Forest Fire Department one of the best in this area as well as the State of Illinois.

Respectfully Submitted,

Thomas D. Gaertner
Fire Chief

About Us

The Fire Department is an all-hazard protection service providing fire suppression, emergency medical services (EMS), hazardous materials and technical rescue response as well as public education, fire prevention, fire investigation, and emergency management services. The Fire Department operates 24 hours a day 365 days a year to limit loss of life, injury and property damage to the residents, businesses, and visitors of River Forest by providing high quality fire protection, advanced life support and emergency services in the most cost-effective manner.

The Fire Department is a member of MABAS Division XI. MABAS, the Mutual Aid Box Alarm System, is a group of seven fire departments in the River Forest region that work together to provide mutual aid for calls which cannot be handled by one department alone.



River Forest Fire Department

Our Vision

The River Forest Fire Department strives for excellence in emergency preparedness and response, to enhance our customer-focused, innovative role as industry leaders, while overcoming expanding risks. Our vision statement is the focal point of the fire department. Through continuous environmental scanning, we will analyze trends, programs, and services to provide our external and internal customers.

Our Mission

1

Provide prompt quality services to our stakeholders that promotes safety, security, enhances sustainability, and enriches quality of life through professional development and dedication to service.

2

Serve the citizens of River Forest. Ultimately, our customers decide the services we deliver.

3

Our personnel have an obligation to provide those services in the most professional and efficient manner.



Our Team

The department employs 19 sworn full-time members out of one station. All firefighters are FF2 or higher, as well as licensed paramedics. The department also employs one Fire Chief, one Deputy Fire Chief, one civilian full-time Fire Prevention Officer and one part-time Administrative Assistant.

Teamwork is expected and all personnel are part of the team. By working in teams, with effective communication, we strive to maximize our capabilities: thus allowing us to provide quality service to each other and fulfill expectations. Quality improvement can only be achieved when it is the goal of all personnel. Active participation and support by all RFFD employees is essential to the successful pursuit of our vision and the successful accomplishment of our mission.

RIVER FOREST 2023



CHIEF
THOMAS GAERTNER



LIEUTENANT
QUENTIN BOYD



LIEUTENANT
JOHN CARTER



DEPUTY CHIEF
DAVID BUCHNER



LIEUTENANT
EDWARD HOWE



LIEUTENANT
MICHAEL SMITH



FIREFIGHTER
MATTHEW BASA



FIREFIGHTER
JASON BENCK



FIREFIGHTER
JONATHAN BUCHHOLZ



FIREFIGHTER-PARAMEDIC
CHRISTOPHER DODAN



FIREFIGHTER
JARRETT ERDOLI



FIREFIGHTER-PARAMEDIC
LUCAS FINPROCK



FIREFIGHTER
STEPHEN FISCHER



FIREFIGHTER
ADAM HOWE



ADMINISTRATIVE ASSISTANT
RENEE MORRIS



FIREFIGHTER-PARAMEDIC
MATTHEW KRALL



FIREFIGHTER
TIMOTHY KYLES



FIREFIGHTER
BRIAN MCKENNA



FIREFIGHTER
JONATHAN REESE



FIREFIGHTER
ADAM SEABLOOM



FIREFIGHTER
ADAM VIERA



FIREFIGHTER
PAUL ZIPPERTICH



FIRE MARSHAL
KEVIN WILEY

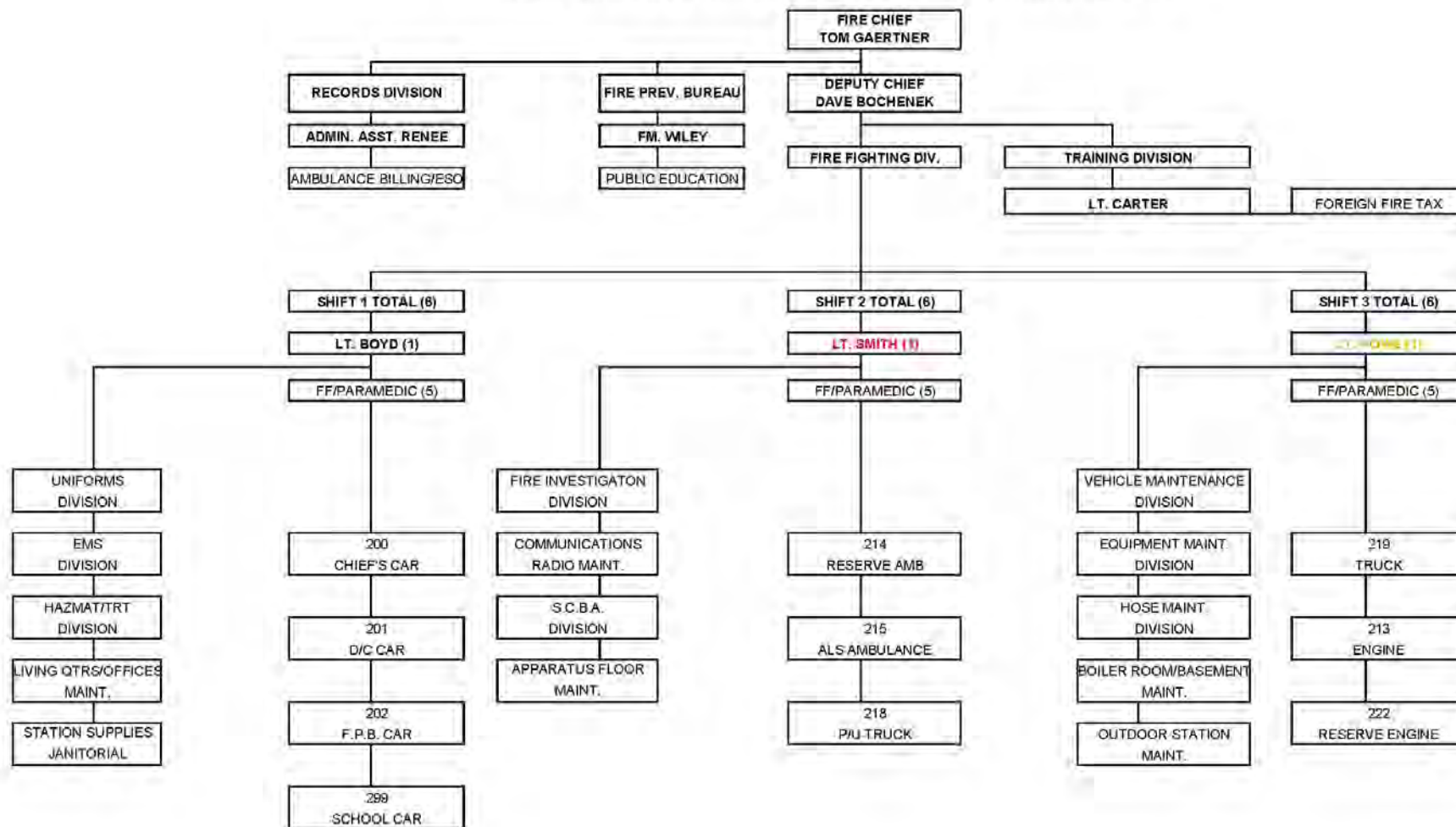
River Forest Fire Department

Department Members / Start Date

<u>MEMBER</u>	<u>HIRE DATE</u>
Carter, John	05-01-99
Smith, Michael	12-01-01
Fischer, Stephen	09-01-02
Howe, Edward	02-01-03
Zipperich, Paul	02-16-03
Doran, Chris	07-14-08
Bochenek, David	07-14-08
Viera, Adan	09-28-09
Boyd, Quentin	09-06-11
Finfrock, Lucas	01-03-12
Bencik, Jason	10-27-14
Krall, Matthew	10-27-14
Wiley, Kevin	12-15-14
Howe, Adam	01-05-15
Seablom, Adam	07-15-16
McKenna, Brian	01-09-17
Buchholz, Jonathan	08-21-17
Basa, Matthew	11-13-17
Morris, Renee	2-26-18
Rouse, Jonathan	10-18-19
Ercoli, Jarrett	10-07-20
Gaertner, Thomas	01-17-22
Kyles, Timothy	05-01-24

Organizational Chart

RIVER FOREST FIRE DEPARTMENT TABLE OF ORGANIZATION/RESPONSIBILITIES



2023 Objectives

1

Improve fire and safety awareness through public education in the schools and expand public outreach programs, emphasizing programs for the older adult population.

2

Provide added CPR/AED classes for employees, residents and businesses throughout the community.

3

Improve the Village's Emergency Operations Plan by reviewing and updating the plan to meet today's needs.

4

Improve Firefighter Candidate training and evaluation process to ensure quality candidates are attracted and retained.

2023 Notable Accomplishments



TRAINING PROP

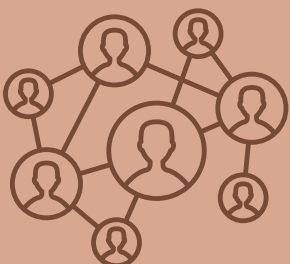
The fire department has seen the immense value from the new addition of the training prop recently purchased. The ability to have operational personnel perform their hands-on skills in-house has been an important and meaningful step in the department's increased efficiency on emergent scenes.

CPR LUCAS COMPRESSION DEVICE

The new CPR LUCAS compression device was utilized during 6 saves over the past year. The device allows for more steady and metered compression and takes the human element out of CPR. This also allows staff to move the patient effectively without sacrificing the circulation of the patient.

EXPANSION OF CPR TRAINING

Last year the fire department saw an increase of nearly 300% in the number of students in our CPR classes. CPR certification is an important step in getting civilians on the street in the community who can provide lifesaving interventions until paramedics can assume control of the scene. Studies have shown that having a higher population trained in CPR can produce significantly higher save rates in the community.



NETWORKING AND PARTNERSHIPS

Concordia University has provided the department with access to its state-of-the-art training site on campus. The university currently houses manikins that would cost hundreds of thousands of dollars to purchase. This new partnership has allowed us access to these facilities at no cost. These facilities will allow our paramedics to get hands-on training in medical situations like stroke care, childbirth, and cardiac events.

2023 Notable Accomplishments

cont'd

PARTNERSHIP WITH THE SHERIDAN

The department hosted our annual fall prevention seminar for seniors. Another successful seminar has led to a partnership between the township, the fire department, and The Sheridan. The next event will be a collaboration from all three organizations to discuss stroke awareness, fall prevention, and a guest speaker from the ELEVATE Physical Therapy facility located in River Forest.



Collaboration with D90

The fire department sent Deputy Fire Chief Bochenek and Fire Marshal Wiley to assist in the advisement of new policies and procedures to help further secure the schools in the village. As a result of the department's participation, D90 is looking at changing their labeling of egress points, and the district is also working to create new policies to ensure that best practices are followed throughout the school district.



Emergency Response Statistics

Call Volume

1/1/2020 to 12/31/2023 showed a **37.36%** increase in total call volume

2020 - 2,085
2023 - 2,864

57%



Emergency
Medical Services

19%



Good Intent

12%



False Alarm

7%



Service

3%



Hazardous

2%



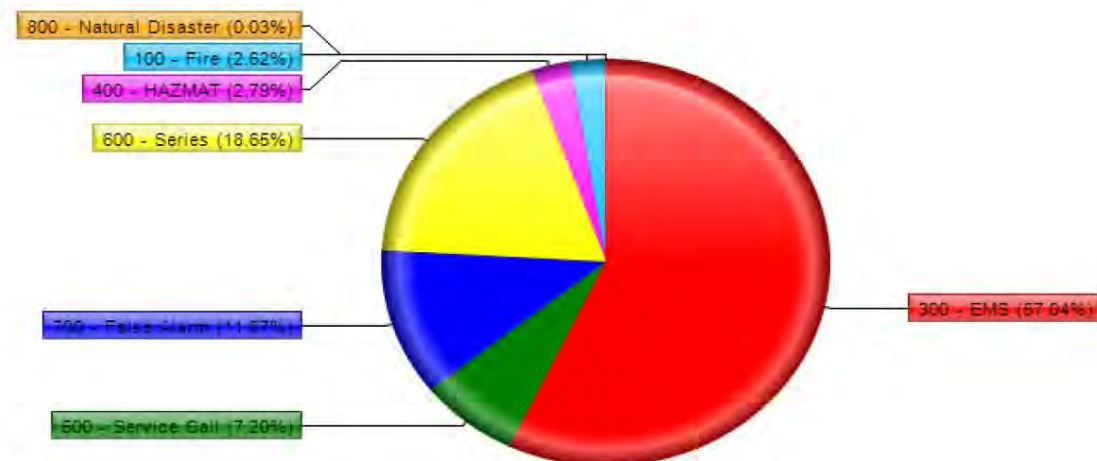
Fire

Emergency Response Statistics

Fire - Incident Types with Monthly and Annual Breakdown

Alarm Date between 2023-01-01 and 2023-12-31

Incident Type Group	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
300 - EMS	104	111	144	139	136	128	150	149	152	138	135	147	1633
500 - Service Call	7	17	17	16	19	16	35	19	10	21	19	10	206
700 - False Alarm	20	22	31	23	33	26	27	30	31	41	27	23	334
600 - Series	32	26	39	35	40	44	50	69	46	58	55	40	534
400 - HAZMAT	6	7	3	2	7	5	14	9	7	8	7	5	80
100 - Fire	4	6	3	7	12	18	6	6	3	3	3	4	75
800 - Natural Disaster	0	0	0	1	0	0	0	0	0	0	0	0	1
Monthly Total	173	189	237	223	247	237	282	282	249	269	246	229	2863



Mutual Aid - Given and Received

	FIRE	EMS	OTHER
AUTO AID GIVEN	23	82	347
MUTUAL AID GIVEN	15	260	312
AUTO AID RECEIVED	18	33	244
MUTUAL AID RECEIVED	10	126	113



EMS Billing

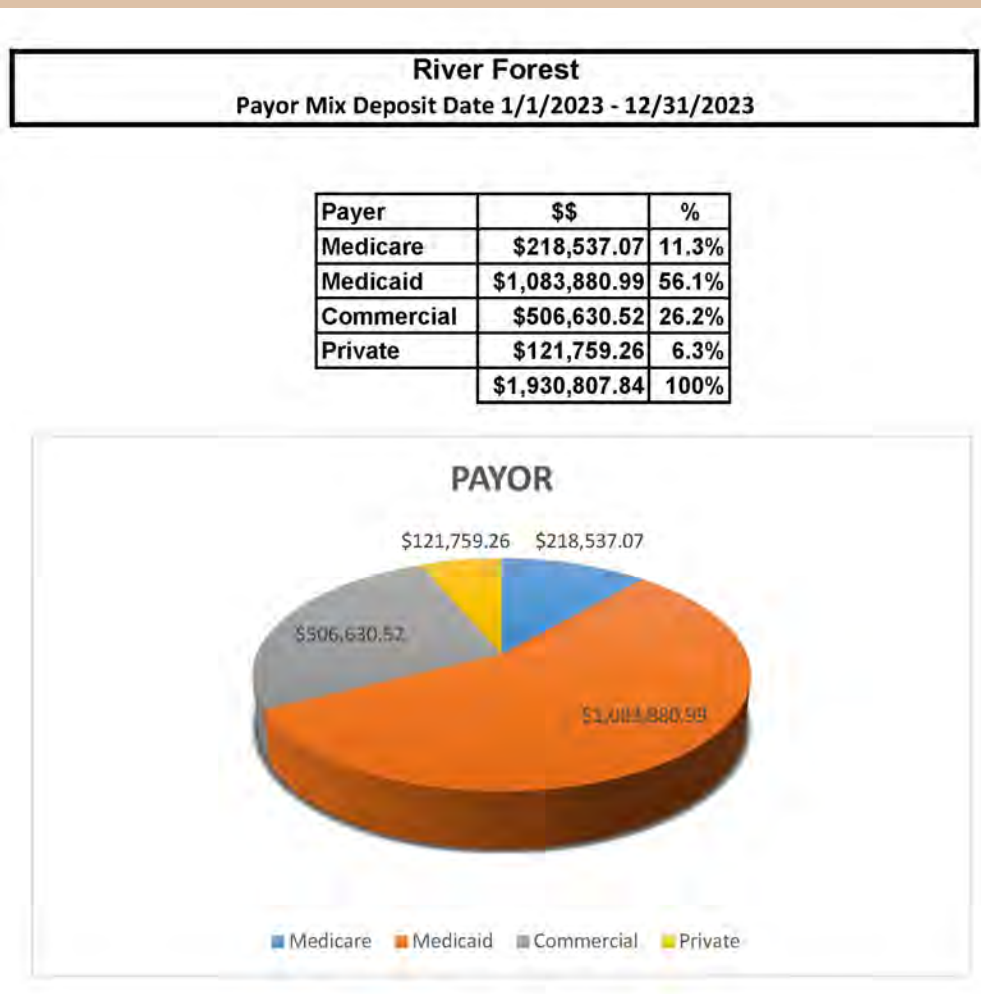
River Forest Fire Department charges for ambulance service that is received by residents and non-residents. River Forest Fire Department also charges non-residents for vehicle fires, gas leaks, and automobile accidents.

Paramedic Billing Services (PBS) located in Elmhurst, Illinois, handles the collections along with the delinquent accounts. \$2,474,704.83 was billed out to insurance companies, Medicaid, and Medicare. \$1,687,440.16 was collected as of 12/31/2023.



River Forest Fire Department also provides Advanced Life Support (ALS) ambulance service to Loyola University Medical Center, Rush Oak Park, Gottlieb Memorial Hospital, Hines VA Medical Center, West Suburban Medical Center, MacNeal Hospital, and Community First Medical Center.

EMS Coordinator, Lucas Finrock, collaborated with Administrative Assistant, Renee Morris, and PBS to recover uncollected funds. In 2023, this team recovered over \$60,000.00.



Emergency Medical Service/ Paramedic Division



All operational department staff are Certified Paramedics.

There are currently (20) paramedics in the Loyola System. They are listed according to seniority

Department Members

John Carter
Michael Smith
Stephen Fischer
Edward Howe
Paul Zipperich
Chris Doran
David Bochenek
Adan Viera
Quentin Boyd
Lucas Finrock
Jason Bencik
Matthew Krall
Adam Howe
Adam Seablom
Brian McKenna
Jonathan Buchholz
Matthew Basa
Jonathan Rouse
Jarrett Ercoli
Timothy Kyles

Emergency Medical Service/ Paramedic Division

The River Forest Fire Department continues to work with the Loyola EMS system under the Direction of MD Mark Cichon. Our Medics are constantly being educated through CE and direct review of reports by Loyola staff. We have become a completely paperless EMS system. All reports are sent directly into the Loyola computer system as well as saved on Flash drives in the Fire Department. This has cut down on paper cost as well as the need for storage space.

CONTINUING EDUCATION IN EMS

Sonia Winandy, whom is our Loyola Educator, provides active/live continuing education here at the department.

The entire EMS crew is educated once a month in subjects pertaining to new changes within the EMS system. Region eight, which is a collaboration of several local hospitals (Loyola, Good Samaritan, Edwards, and Central DuPage), create PowerPoints as learning tools as well as offering hands on instruction.

All paramedics are educated together and the class is formatted to suit both levels of education.

The 2023 Live CE topics are listed below:

- January — Legal Issues and Ethical Dilemmas
- February—Altered Mental Status, Stroke, and Dementia
- March— Respiratory Emergencies
- April— Cardiac Arrest
- May— Traumatic Injuries
- June— Misc. Medical
- July— OFF
- August— Policy Updates
- September— Pediatric Emergencies
- October— OB Emergencies
- November— Documentation
- December— OFF

We also have added self study EMS. We pick hot topics in the fire service, from safety to extrication that benefit us in the EMS service. If the topic involves hands on training, other departments join us in the drill and also receive credit if they are within the system. Each member usually receives one credit after filling out Loyola paperwork for each study session.

Outside classes include, but are not limited to:

- Tactical Emergency Casualty Care
- CPR
- Lucas Device Training
- Drug Calculations
- Reporting Software
- CPAP and AED Training
- Ambulance Inspections
- COVID-19
- Disinfecting Procedures
- Intubation
- Intraosseous Training
- Cricothyrotomy Training
- Alternative Airways
- National Incident Management Systems
- STOP THE BLEED Instructor Certification

New Items

- FFPM Paul Zipperich, Jon Buchholz, Jon Rouse, and Matthew Basa provide CPR classes to the public.
- STOP THE BLEED certification classes have been added to the department's class offerings.



Training Division

JANUARY

All Division 11 Hazardous Materials, Technical Rescue, and Fire Investigator drills were back to normal operation this January. The month of January is Cancer Awareness month and our staff watched videos and PowerPoints about prevention measures. All shifts continued their assigned building inspections.

- January — Firefighter Cancer Awareness training
- January 4th– Officers' Meeting
- January 2, 3, 4 – All shifts did a pre-plan and tour of Grace Lutheran Church and School
- January 10,11,12 — Electrical Vehicle Emergency Operations Class instructed by Chris Soda from NIPSTA
- January 11 – A representative from Stryker demonstrated their new electric chair stair to the shift
- January 16th, 17th, and 18th - All shifts participated in Loyola Continuing Education. This was done online. Subject was Legal Issues and Ethical Dilemma
- January 23, 24 – Division 11 Hazardous Materials team drill at North Riverside. Subject was gas monitor maintenance & operations, vehicle and trailer inventory
- January 27 – Lt. Carter attended via Zoom Division 11 Training Officer's meeting
- January 30, 31 – Division 11 Fire Investigator team drill at Berwyn. Subject was Fire Investigation methodology and the scientific method. The investigator van was also inventoried

FEBRUARY

- All shifts continued their assigned building inspections
- February 1— Officers' meeting; FF/PM Seablom attended Instructor I at NIPSTA; FireRescue1 Academy EMS assignment was Abdominal Aortic Aneurysm
- February 7, 8, 9 – All shifts completed OSHA mandated Lockout Tagout program on FireRescue Academy1
- February 14, 15, 16 – All shifts completed OSHA mandated Bloodborne Pathogens program on FireRescue1 Academy
- February 16, 17- Division 11 TRT drill was held in Cicero. Subject was confined space. Lt. Howe and FF/PM Zipperich attended
- February 21, 22, 23 – All shifts completed OSHA mandated Global SDS and Hazardous Communications Standard on FireRescue1 Academy
- February 23, 24 - Division 11 Fire Investigator team drill was held in Stickney. Subject was NFPA 1033 requisite knowledge
- February 24 – Lt. Carter attended via Zoom Division 11 Training Officer's meeting

Training Division

MARCH

- All shifts continued their assigned building inspections.
- March 1st — Officer's meeting
- Loyola CE was held on March 7th, 8th & 9th. Subject was Respiratory Emergencies
- March 11,12,19 - Lt. Bochenek attended 4-day Water Ops class in Romeoville
- February 27-March 3 - FF/PM Seablom attended Advanced Technician Firefighter class in Romeoville
- March 22 - Lt's. Bochenek and Howe attended a Step Up and Lead seminar at Harper College in Palatine
- March 23, 24 - Division 11 TRT drill was held in Cicero. Subject was Elevator Rescue. The Elevator Rescue System was demonstrated. Lt. Howe and Lt. Carter attended
- March 16, 21 - Division 11 Fire Investigator drill was held in River Forest. Subject was Fire Effects and Patterns. Lt's. Carter, Bochenek, and Smith as well as FF's Seablom and Basa attended
- March 24 - FF/PM Boyd attended NAEMT's Tactical Combat Casualty Care course conducted by NIPSTA
- March 31 - FF/PM Seablom attended FSVO class in Romeoville

APRIL

- April 5th- Fire Officers' Meeting
- April 10,11,12 - Loyola CE. The subject was Cardiac Arrest
- Shifts continued their assigned building inspections
- Lt. Carter attended a Battery Electric Vehicle First Responder Training presented by GM at the MABAS Readiness Center in Wheeling
- April 2 - FF/PM Fischer attended an IRMA sponsored EMS Safety class in Westmont
- April 3-7 - FM/PM Boyd attended Phase 1 of Company Fire Officer at NIPSTA
- April 7 - Lt's Bochenek and Carter attended a 4-hour OSFM sponsored Public School Inspector class in Burbank
- April 10-14 - FF/PM Boyd attended Fire Service Instructor II
- April 17-21 - FF/PM Boyd attended Incident Safety Officer at North Palos FPD
- April 17-21 - Lt. Smith attended Incident Safety Officer at Romeoville Fire Academy
- April 17 - FF/PM's Basa, Buchholz and Rouse attended American Heart Association CPR Instructor class
- April 25-26 - Chief Gaertner, Lt's Bochenek, Boyd, Carter, E. Howe, Smith, and FM Wiley attended a two-day Active Shooter class taught by IFSI at the RFCC
- April 26-27 - FF/PM Krall attended a Special Needs Child Passenger Safety Training class
- April 27, 28 - Division 11 TRT drill was held in Cicero. Subject was deployment and the 12-man tent was put together. Attended by Lt. Howe and FF/PM Zipperich
- April 27, 28 - Division 11 Haz Mat drill was held in North Riverside on. The subject was monitoring and spill mitigation. Attended by FF/PM's Zipperich and McKenna

Training Division

MAY

River Forest Fire Department gained the Deputy Chief position back.

- May 1 - Lt. Bochenek was promoted to Deputy Chief
- May 1 - FF/PM Quentin Boyd was promoted to Lieutenant
- May 1 - Probationary FF/PM Tim Kyles started
- Exciting news for the River Forest Fire Dept. We now have a training prop where many evolutions can be performed
- Shifts continued their assigned building inspections
- Shifts started going through the zones they were assigned to flow all hydrants and test 1/3 of them
- Shifts began annual fire service hose testing in accordance with NFPA 1962 (2018)
- All shifts reviewed and trained on the new Zoll monitor
- May 1 - Lt. Carter attended via Zoom Division 11 Training Officer's meeting
- May 3 - Officer's meeting
- May 1-5 - Lt. Smith attended Instructor II in Romeoville
- May 8-12 - Lt. Boyd attended Company Fire Officer class
- May 9 - Several members attended a Fall Prevention presentation to the residents of The Sheridan
- May 23-25 - All shifts attended Loyola CE. Subject was Cardiac Arrest
- FM Wiley did the annual Fire Inspection Update class for all 3 shifts
- A representative from Zoll came out and demonstrated new features on the new Zoll cardiac monitors
- May 19 - A Fall Prevention seminar was held at The Sheridan on
- May 24-26 - Representatives from Masimo taught an SpO2 class to all shifts
- May 15-19 - FF/PM Viera attended Vehicle Machinery Technician in Romeoville
- May 23-25 - All shifts attended a live fire training event at Cicero burn tower. Several evolutions were performed, such as live fire extinguishment, forcible entry, search and rescue, vertical ventilation and rapid intervention team

JUNE

- Shifts are becoming acclimated with the new training prop. Several evolutions have been performed, such as Forcible Entry, Search, SCBA maze Vertical Ventilation, Laddering a Window, Entering a Window.
- All shifts continue to test hose and hydrants
- June 1 - FF/PM's Basa and Buchholz taught CPR for the Park District
- June 2 - Lincoln School morning and afternoon Kindergarten class visited the firehouse for a tour and fire safety discussion. Helmets, stickers and coloring books were handed out
- June 8 - Ride to school
- FF/PM Zipperich taught CPR for community members on June 17

Training Division

JULY

- Loyola CE was not presented for the month.
- Shifts continued their assigned building inspections.
- Shifts continued hose and hydrant testing
- July 14 - FF/PM Basa conducted a CPR class at Trinity.
- July 25 - Several members attended a Stop the Bleed Instructor class here at the firehouse.
- Lt Boyd completed a 3-week training of Lieutenant's duties and responsibilities on calls and in the firehouse. He also learned ESO and Tenzinga programs.
- July 25, 26, 27 - All shifts participated in a standpipe operations drill at the Concordia parking garage. Engineer training (hydrant connection, supplying water to standpipe) connecting high-rise hose pack to standpipe, hose deployment and movement. Simulated vehicle fire. Thank you to Concordia University for allowing us this unique opportunity
- July 27 - FF/PM Seablom responded to a Fire Investigator box alarm in Oak Park
- FF/PM Rouse is nearing completion of his new engine driver training.
- July 28 - Lt. Carter attended via Zoom Division 11 Training Officer's meeting

AUGUST

- All shifts continued their assigned building inspections
- August 2nd — Officers' meeting
- Loyola CE was SMO updates that take effect September 1st
- Shifts continued their assigned building inspections
- Shifts continued hose and hydrant testing
- July 31-August 4, August 7-11 - FF/PM Krall attended a 2-week Rope Rescue Technician class at Orland Park. Practical and OSFM written test were passed.
- August 5 - FF/PM Zipperich and Rouse taught a CPR class for RF Tennis Club
- August 14-18 - FF/PM Buchholz attended a 3-day Surface Water Operations class at Romeoville Fire Academy. Practical was passed, waiting to take OSFM exam
- August 18 - FF/PM Krall attended a car seat technician skill building workshop
- August 15, 16, 17 - All shifts attended a Metra Emergency Preparedness class. 2 representatives from Metra taught the class. Members from OPFD and FPDF were also in attendance
- August 14-18 - FF/PM Ercoli attended Fire Apparatus Engineer class at Orland Park. Practical and OSFM written test were passed
- August 24 - FF/PM Viera attended Division 11 Hazardous Materials drill in North Riverside. Subject was updates and tabletop scenarios
- August 29, 30 - Lt's Boyd and Carter attended Division 11 Technical Rescue Team drill at Stickney FD. Subject was concrete cutting and rescue. Concrete saws and jackhammers were reviewed and operated

Training Division

SEPTEMBER

- All shifts continued their assigned building inspections
- September 6 – Officer’s meeting
- Loyola Continuing Education was Pediatric Emergencies
- Shifts continued their assigned building inspections
- Hose testing has almost been completed
- Hydrant testing has almost been completed
- September 20-22 - Lt. Carter attended a 2 day Fire Instructor Conference in East Peoria presented by Illinois Fire Service Instructors and the Office of the State Fire Marshal
- September 10-15 - Lt. Smith attended a weeklong Command and Control of Incident Operations at the National Fire Academy in Emmittsburg, Maryland
- September 25 - FF/PM’s Zipperich and Rouse taught CPR and Stop the Bleed to some members of the River Forest Police Department
- Division 11 Hazardous Materials, TRT and Fire Investigator drills were canceled for the month of September
- Several block parties were attended by shift personnel

OCTOBER

- All shifts continued their assigned building inspections
- All personnel performed semi-annual Check Ride driving program to comply with OSFM, IRMA and ISO
- All personnel were assigned a KnowBe4 Cybersecurity online course
- Touch a Truck at the River Forest Library
- October 4th — Officers’ meeting
- Loyola Continuing Education was OB emergencies
- Hydrant testing has almost been completed
- October 2 - FF/PM’s Basa and Buchholz taught CPR for RFPD personnel.
- October 14 - RFFD personnel hosted the annual Open House
- October 19, 20 – Lt. Boyd, FF/PM’s Viera and Bencik attended Division 11 Hazardous Materials team drill in North Riverside. Meters and monitoring were the subjects
- October 20 – Lt’s Smith, Carter, FF/PM Seablom responded to a Fire Investigator box alarm in Oak Park
- October 23-27 - FF/PM’s Basa and Krall attended Instructor I class in Romeoville
- October 23- Lt Smith attended Division 11 Fire Investigator team drill in River Forest. Explosive Scene Investigation was the subject
- October 29 – Lt. Carter attended via Zoom Division 11 Training Officer’s meeting

Training Division

NOVEMBER

- All shifts continued their assigned building inspections.
- November 1st — Officers' meeting
- Loyola CE was not held in November.
- All shifts reviewed and practiced EMS report writing on the new Image Trend program
- Some hydrants still need to be tested.
- November 28, 30 - Division 11 Hazardous Materials team drill was in Cicero. The Division Haz Mat rig/trailer was driven through a cone course to certify drivers to be able to drive the rig to calls. There was also discussion about the combined HazMat/TRT drill next month. Carter, Zipperich and Viera attended.
- Division 11 Fire Investigator drill was in Stickney. No members participated.
- No Division 11 TRT drill this month.
- November 4 - FF Basa and FF Buchholz taught CPR at Concordia.
- November 15,16 - FF Basa and FF Buchholz taught CPR at Dominican.
- November 30 - FF Zipperich, FF Buchholz, and FF Rouse taught CPR for NYE Women's Health Group.

DECEMBER

- All shifts continued their assigned building inspections
- All members renewed CPR certifications
- December 6 - Officers' meeting
- Loyola CE was not held in December.
- December 6 – Red shift used the prop for the last time outside this year. Vertical ventilation was performed
- Some hydrants still need to be completed.
- December 4-6 - NIPSTA came to River Forest and taught Cardiac Arrest Medical Management for all 3 shifts.
- December 13,14 – FF/PM Krall attended a 2 day Tactical Emergency Casualty Care course in Orland Park
- December 18, 19, 20 - There was a combined Division 11 Haz Mat/TRT drill in Cicero Objectives presented for Haz Mat were monitoring, ERG guide, Level B suit donning damming and diking, decontamination.
- For TRT, members put on harnesses and ascended a rope approximately 20 feet
- FF/PM Seablom attended Division 11 Fire Investigator drill in Berwyn. Subject was Electrical Fires.
- I am finalizing an annual training schedule on the Outlook Calendar starting in 2024

Fire Prevention Bureau

The Fire Prevention Bureau (FPB) consists of the Fire Chief and the Fire Marshal and managed by the Fire Marshal who coordinates all fire prevention activities. Together they, along with shift personnel, assist residents and building management in risk management and life safety through code compliance and safety education. The primary goal of the Fire Prevention Bureau is to ensure that all buildings and structures are safe for all occupants as well as for emergency responders. To achieve this goal, the Bureau performs plan reviews, performs inspections of new commercial and multi-family residential construction projects, performs annual fire and life safety inspections of existing buildings, follows up on any fire safety complaints, and reviews fire protection system inspection reports. The Bureau's activities also include the enforcement of the adopted international, national and local model building and fire codes and standards. The Fire Prevention Bureau reviews and inspects all projects from simple remodels to new building construction.

The Bureau also uses in-service fire companies to assist with the existing building inspection program. These fire company members help ensure that commercial and residential occupancies get inspected on an annual basis and any fire safety threats within the community gets addressed in a timely manner. This also gives our firefighters an opportunity to go into commercial and residential buildings and become familiar with their layouts and associated risks in case an emergency were to arise there. This process ensures compliance with all adopted codes and applicable standards. Fire company personnel are assigned annual property maintenance inspections for occupancies located in each of three fire prevention inspection zones. These inspections rotate annually between the three shifts allowing shift personnel to get into every building at least every three years.

Fire inspections are split into two categories, Target Hazards and Non-target hazards. Inspections range from two University campuses to small offices and shops. Target Hazard inspections are occupancies designated by the bureau as needing an inspection by a full-time State Certified Fire Inspector. Target inspections are also designated by the nature of their storage or operational activity, which places them in a higher risk classification, such as college resident dormitories, restaurants and auto repair facilities. Another parameter which defines a target hazard occupancy is the life safety factor such as schools and assisted living facilities. A goal for the fire prevention bureau is to inspect "target" occupancies twice a year. In addition, the fire prevention bureau reviews the plans of all new fire protection systems (sprinklers and fire alarms), and the accompanying field inspection of the work while these systems are being installed.

Fire Prevention Bureau



RIVER FOREST FIRE DEPARTMENT FIRE PREVENTION BUREAU MONTHLY REPORT December 2023

#VALUE!	MONTHLY TOTALS		YEAR TO DATE	
	Dec-22	Dec-23	2022	2023
**FPB Inspections	7	7	131	141
**Company Inspections	20	7	182	182
FPB Re-Inspections	2	4	57	85
Company Re-Inspections	4	12	107	92
Special Inquiry/B/L Site Inspections	1	3	18	15
Construction Inspections (Rough/Finals)	2	3	29	47
Inspections with Building Department	0	1	6	2
Inspections with/for State Fire Marshal	0	0	9	4
Permit Inspections (tent, hot work, UST)	0	1	30	31
TOTAL INSPECTIONS	36	38	569	599
School/Business Emergency Plan/Drills	1	2	14	30
Violation Notices Issued	12	7	186	162
Violations Noted	38	19	520	391
Violations Corrected	16	16	254	249
Permits Issued	0	1	30	33
**Complaints Received & Investigated	0	0	3	3
All Meetings/Consultations	5	9	104	73
Training Activities	0	1	38	31
Fire Suppress/Alarm System Test/Final	0	2	3	14
Fire Suppression Hydro's	0	1	3	6
**Plan Reviews and Revisions	7	12	191	139
**Average turn around (Business Days)	4 days	2.08 days	5.71 days	2.41 days
Public Education Programs	1	3	38	56
Public Education Program Contacts	102	24	3024	**2484
Misc Fire Prev Activities (See Narrative)	7	8	70	89

** Performance Measures for the Chief

Fire Marshal Kevin Wiley

**Adjusted Public Education numbers from ESO for the year

Fire and Life Safety Education

The goal of Fire and Life Safety Education is to educate the community, especially those identified as high risk, in methods of prevention, reaction, and preparedness for fire, injury, and other natural disasters. Any emergency the fire department responds to becomes an area of concern for which the department needs to prepare the community. Each fire and injury prevented also contributes to the safety of department personnel. The River Forest Fire Department's Fire and Life Safety Education programs have been developed to meet nationally recognized efforts in community risk reduction.

All department members educate the public in one way or another in their day-to-day activities. Fire department personnel are the instructors for CPR, child safety seat technicians, giving a fire and life safety talk at a school or block party, or the person giving a station tour of the fire station. Educating the public on the many areas of fire and life safety is important to the fire department. For 2023, a total of 2,483 individuals received some type of education from fire personnel.

Some of the education areas are as follows:

- Station Tours are always popular.
- CPR Classes
- Health Fairs
- Block Parties
- Fire Department Open House
- Touch a Truck events
- ISEARCH Safety Program in all Schools (Pre-K to 4th grades)

ISEARCH

ISEARCH is a collaborative effort between River Forest Fire, Police and WSCDC Dispatch Center to bring Fire and Life Safety Education to all of the elementary schools in River Forest. The lessons are given in an assembly type class for all pre-kindergarten through 4th grade students. We discuss a number of Fire Safety topics that include smoke alarms and what to do when they activate, matches and lighter safety, Stop/Drop and Roll, and establishing Family Meeting Places. Police safety topics include, gun & knife safety and what to do if they come across one in the home as well as on the street, how to call for help without a phone, bike safety and how to wear a helmet safely and how and where to cross the street, whether on foot or on a bike. A WSCDC Dispatcher explains to students how and when to call 911 and what happens when that call is made. We teach each grade level the same topics but expand topics with every grade level to build upon the info that was taught the previous year.

Fire and Life Safety Education

ISEARCH Public Education Safety Assemblies in our schools are live presentations that include a 24-minute video that River Forest Police Officer Ben Ransom put together that covers all the safety lessons that our live presentations cover. We were able to use the video as a pre-test/post-test for the assemblies. Some of the teachers would show the video as much as two weeks prior to our live assembly. We would then come in and see how much they retained and could come up with some correct answers. The video does not contain all of the material from the live assembly, but we think the kids bought into the material and the exchange was very beneficial. Another benefit of this teaching format was staff were able to utilize videos to during times when assemblies were not a viable option. However, not all teachers had access to the video.

Change Your Clock, Change Your Alarms!

The River Forest Fire Department, in conjunction with the Illinois Fire Safety Alliance would like to inform all residents of the new Illinois Smoke Detector Act. The Act was updated when statistics from around the country indicated that 71% of smoke alarms which failed to operate in residential fires had missing, disconnected, or dead batteries. The Act requires all Illinois residents to replace their old smoke alarms with the type that has a long-term 10-year sealed battery. The new Act was updated to reflect changes in new technologies. At the end of the 10-year life cycle, these new Smoke Alarms will automatically alert the homeowner to replace the alarm. The new act went into effect January 1, 2023.

Smoke Alarm Recycle Program

A new State of Illinois smoke alarm law goes into effect that will make current alarms with replaceable batteries obsolete. With that obsolescence comes the possibility of the disposal of a large number of smoke alarms. We will set up a recycling program, so they do not end up in a landfill. The Village Hall and Fire Station have two large yellow bins that when full will be sent to a recycling facility in New Mexico. Once there, they will disassemble the smoke alarms and recycle up to 92 percent of the material of the smoke alarm.

Fire and Life Safety Education

Open House

The Fire Department Open House is always a resounding success and is very well attended by Village residents. Since the open house is scheduled for the Saturday of Fire Prevention Week, the theme for the Open House always ties into the annual Fire Prevention theme by the NFPA. 2023 was no different. The 2023 theme was “Cooking safety starts with YOU. Pay attention to fire prevention”. We had approximately 75 kids and 150 adults attend.



Block Parties

Block Parties are always a fun time. Who can resist a block party!! The Fire Department attended 9 block parties during the season. When a block representative fills out their block party permit, they can request that the Fire Department stop by sometime during the event. There are some weekends where staff have 4-5 block party requests and attempt to honor all requests. During the block party, Fire Department staff interact with residents by answering safety questions as well as handing out fire and life safety pamphlets. In those 9 block parties we made contact with 225 kids and 121 adults.

Community Events and Public Education



2023 Activities

- Block Parties
- Car Seat Check/Install
- College Talks
- Community Events
- CPR / AED Classes
- Fire and Life Safety Talks
- Fire Truck Rides
- ISEARCH School Assemblies
- Open House
- Preschool Programs
- Smoke Alarm Installs / Visit
- Station Tours
- Touch-A-Truck

Fire Investigation Division



The River Forest Fire Investigation Division consists of four trained fire investigators. The fire investigators respond to structure and vehicle fires to determine the origin, cause, and development of a fire. The fire investigator has many tasks that must be completed to properly process the fire scene. A completed investigation consists of photographs throughout the scene and a sketch of the scene. The investigator must interview witnesses and the property owners. The scene has to be processed by removing fire debris to find the origin of the fire. When necessary, artifacts are collected as evidence. In the case of arson, the investigator works with the Police and State Fire Marshal. When the investigation is completed, a fire report is constructed and becomes a legal document that can be used in a civil or criminal court.

In the last five years, the Fire Investigation Division responded to 25 fire investigations. The twenty-five fire investigations consisted of 16 fires inside the Village of River Forest. The remaining 9 fires were responses to mutual aid towns inside MABAS Division 11.

The four members of the River Forest Fire Investigation Division in 2023:

- D/C Dave Bochenek
- Lt. John Carter
- Lt. Michael Smith
- FFPM Adam Seablom

Fire Investigation Division

The Investigation Division belongs to multiple professional organizations. River Forest is part of the Division 11 Fire Investigation Team. The Division 11 Team provides manpower and expertise for investigations when a fire investigation MABAS box alarm is requested. The Division 11 Team provides educational classes to its members. The Team has an investigation van that carries all the equipment to conduct an investigation. The van is stationed at an Oak Park firehouse.

The Fire Investigation Division are members of the Fire Investigation Strike Force. This is a nonprofit association that provides a current source of training on topics and advancements in the science of fire investigation. This is done through monthly meetings and bi-annual seminars.

River Forest fire investigators are members of the International Association of Arson Investigators and the IAAI Illinois Chapter. These two organizations provide educational opportunities through classes, seminars, online training, and published materials.

Technical Rescue Training (TRT)

River Forest Fire Department is a member of the Division 11 TRT.

Currently four members of the department are part of the TRT team trained to the technician level.

100% of the TRT members are cross-trained as hazardous materials technicians and are part of the state's deployable team.

The 2023 TRT Drills are listed below:

- Equipment maintenance, inventory, and familiarization
- Rope/High Angle Rescue
- Rappelling
- Combined TRT/Hazmat at MOHR concrete
- Confined Space
- Inter-divisional Drill with Division 10 utilizing Cicero water tower to simulate rescue, breaching concrete structures, collapse and shoring techniques, and trench rescue

Oak Park FD currently houses the TRT truck with the rest of the equipment in the trailer at Cicero's FD.

Info/Mission Statement

TRT incidents present a unique challenge, demanding both a highly specialized, yet multidisciplinary approach to mitigate the problems due to the multi-hazard and complexity of the incidents. TRT members are trained in areas of search, rescue, extrication, structural collapse, rope rescue, vehicle extrication, machinery extrication, confined space, cutting (wood, masonry, and steel), shoring, lifting, breaching, and trench. This training allows TRT members to conduct search and rescue operations at incidents where technical expertise and equipment are required.

During a TRT incident, the fastest response of the most appropriate resources will save the most lives, limit suffering, and expedite the transition to recovery. The retirement of four members of the TRT team has placed a hole in an area already in critical need with three of the four current members being eligible for retirement in the next few years. In addition to training new members of the TRT team, additional funds are also necessary to replace aging equipment since much of our equipment has already or will be approaching the end of its service life. This will help the department in being able to stay compliant with NFPA 1951 which is the standard for technical rescue gear.

Hazardous Materials Team



River Forest Fire Department is a member of the Division 11 Hazardous Material Team Co-op. Division 11 is comprised of 7 surrounding towns that provide information, training, and manpower during a Haz-Mat incident. The Division 11 Team remains a highly regarded response team within the State of Illinois. Members of our team have participated in training exercises in downstate Champaign, IL in order to show knowledge and competency. This is known as the Validation process. Teams are given tasks they complete and are graded on.

Firefighter/Paramedic Jason Bencik is the current Haz-Mat Coordinator for our department.

Members keep their skills and knowledge current by attending training drills and schools that are offered throughout the year.

All 19 operations personnel have been trained at the level of Hazardous Materials Operational level per the Office of the State of Fire Marshal.

11 Hazardous Materials Technician

D/C David Bochenek

Lt. Edward Howe

Lt. Michael Smith

Lt. John Carter

Lt. Quentin Boyd

FFPM Paul Zipperich

FFPM Adan Viera

FFPM Brian McKenna

FFPM Stephen Fischer

FFPM Matthew Basa

FFPM Jason Bencik (Department Hazmat Coordinator)

Vehicle / Equipment Maintenance



Vehicle 200—Chief's Car

- Regularly scheduled maintenance and incidental items (including tire repair, lighting and wiper blade replacement)
- SCBA mount

Vehicle 201— Deputy Fire Chief's Car

- Regularly scheduled maintenance and incidental items

Vehicle 202— School Car

- Regularly scheduled maintenance and incidental items. TPMS serviced

Vehicle 213—Engine

- Regularly scheduled maintenance and incidentals
- Deck gun repaired
- Discharge #2 valve replaced
- R1 and rear driver's side door open switches replaced
- Exhaust hanger repaired
- Ladder door switch repaired and sealed
- A/C recharge
- Front tires replaced
- Water tank gauge repaired
- DEF system fault resolved

Vehicle 214—Ambulance

- Regularly scheduled maintenance and incidentals
- Safety Lane
- V-mux battery replaced and screen reset
- Brake service
- Power steering service
- Rear A/C wiring repaired
- Blower motor repaired

Vehicle / Equipment Maintenance

Vehicle 215—Ambulance

- Regularly scheduled maintenance and incidentals
- Safety Lane
- Engine and drawer batteries replaced (March and December)
- Brake service
- A/C repair
- Radio microphone replaced
- 4 rear tires replaced
- Power sled repaired
- Captain's chair and stretcher headrest reupholstered

Vehicle 218 - Utility

- Regularly scheduled maintenance and incidentals
- Brake service

Vehicle 219—Truck

- Regularly scheduled maintenance and incidentals
- Generator replaced
- Outtrigger switch replaced
- Plymovent exhaust magnet repaired
- PTO leak repaired
- Engine/pump cooling hoses replaced
- Jockey pump serviced
- Brake service
- Tire replaced
- DEF system parts (tank) remain on-order

Vehicle 222— Engine

- Regularly scheduled maintenance and incidentals
- All six (6) batteries changed
- Tank to pump valve and solenoid replaced
- Left rear discharge valve replaced

Equipment/Station

Regularly scheduled and as needed maintenance for: SCBA compressor and air packs, pantry shelving, Ambulance stretcher, gear washer, heart monitors, stove/oven, gas/ radiation detectors, hose, nozzles, battery tools, hydraulic tools, portable generators, hand tools/flashlights, hydrant hose monster, electric extension cords, air compressor/ lines, floor drains, garage doors, Plymovent system, clothes washer/dryer, sink drains, shorelines, roof HVAC, roof membrane, fire alarm system

River Forest Fire Department



Phone Number

708-366-7629



Email Address

rffire@vrf.us



Website

www.vrf.us

Like and Follow us @riverforestfire





PROCLAMATION DESIGNATING MARCH 25 – 29, 2024 AS FIRST RESPONDER WELLNESS WEEK

WHEREAS, first responders including law enforcement officers, firefighters, emergency medical services (EMS) personnel, 911 dispatchers, correctional officers, and members of other organizations in the public safety sector, come together to protect and aid our community in the event of an emergency; and,

WHEREAS, first responders are tasked with handling dangerous and complicated situations; and,

WHEREAS, nationwide, law enforcement officers will go through an average of 188 critical incidents throughout the course of their career; and,

WHEREAS, first responders often experience stress that has real physical impacts including cardiac issues, diabetes, obesity, and sleep issues; and,

WHEREAS, first responders are up to 25.6 times higher risk for developing post-traumatic stress disorder when compared to individuals without such experiences; and,

WHEREAS, first responder wellness includes management of issues including, but not limited to sleep, fitness, nutrition, fatigue, anger management, posttraumatic stress, and loss; and

WHEREAS, we recognize the integral role first responders play in our communities and the benefits derived from their hard work, commitment, sacrifice, and unhesitating dedication; and,

WHEREAS, research shows that fostering a strong wellness culture inside first responder agencies enhances relations within the communities they serve.

NOW, THEREFORE, I, CATHERINE ADDUCI, President of the Village of River Forest, do hereby proclaim the week of March 25 through March 29, 2024, as “First Responder Wellness Week” in the Village of River Forest.

IN WITNESS, THEREOF, I have hereto set my hand officially and caused to be affixed the seal of the Village of River Forest, this 25th day of March 2024.

Catherine Adduci, Village President



MEMORANDUM

DATE: March 25, 2024

TO: Matt Walsh
Interim Village Administrator

FROM: Thomas Gaertner
Fire Chief

SUBJECT: Ordinance Authorizing the Sale of Fire Department
Vehicle Car 299

Issue: The Fire Department owns a 2009 Chevrolet Tahoe Carryall that has exceeded its useful service life as a Fire Department support and training vehicle. This vehicle is not being replaced at this time.

Analysis: This vehicle contains no specialized equipment, and the Fire Department cannot deploy the vehicle due to its existing mechanical and physical condition, thus justifying its sale via auction.

Recommendation: Approve the authorization to auction the above-mentioned vehicle via Obenauf Auction Service, the following motion would be appropriate.

Motion to approve an ordinance authorizing the sale by auction of certain village owned vehicles, specifically one (1), 2009 Chevrolet Tahoe Carryall bearing VIN# 1GNEC03029R252504.

ORDINANCE NO. ____

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

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

WHEREAS, it has been determined by the President and Board of Trustees of the Village of River Forest on March 25, 2024 to sell said municipal property by public auction on the internet.

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

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

ITEM #1 DESCRIPTION

(1) 2009 Chevrolet Tahoe Carryall bearing VIN# 1GNEC03029R252504

MINIMUM VALUE

\$1000

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

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

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

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

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

Passed on a roll call vote of the Corporate Authorities on the _____ day of _____, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

ATTEST:

Village Clerk

APPROVED by me this _____ day of _____, 2024.

Village President

APPROVED and FILED in my office this _____ day of _____, 2024.
and published in pamphlet form in the Village of River Forest, Cook County, Illinois

Village of River Forest



POLICE DEPARTMENT MEMORANDUM

TO: Matt Walsh - Village Administrator

FROM: James O'Shea - Chief of Police

DATE: March 25, 2024

SUBJECT: Authorization to Sell Surplus Village Property

Issue: The Police Department owns a 2014 Ford Explorer Police Pursuit SUV (Squad #7) and a 2013 Ford Explorer Police Pursuit SUV (Squad #11) that have both exceeded their useful service life as police vehicles. These vehicles served initially as primary patrol units and then converted to secondary use as school cars, decoy cars, administrative cars, and extra-duty detail cars for the last several years. These cars will be replaced by rotating out front line patrol cars into secondary use as newly purchased police vehicles get built and deployed.

Analysis: These vehicles contain no specialized equipment, and the Department cannot deploy either car due to the existing mechanical and physical condition of both units, thus justifying their sale via auction.

Recommendation: If the Village Board wishes to approve the authorization to auction the above-mentioned vehicles via Obenauf Auction Service, the following motion would be appropriate.

Motion to approve an ordinance authorizing the sale by auction certain village owned vehicles, specifically one (1), 2014 Ford Explorer Police Pursuit SUV bearing VIN# 1FM5K8AR0EGB19754 and (1) 2013 Ford Explorer Police Pursuit SUV bearing VIN# 1FM5K8ARXDGA22236.

ORDINANCE NO. ____

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

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

WHEREAS, it has been determined by the President and Board of Trustees of the Village of River Forest on March 25, 2024 to sell said municipal property by public auction on the internet.

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

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

ITEM #1 DESCRIPTION

(1) 2014 Ford Explorer Police Pursuit SUV bearing VIN# 1FM5K8AR0EGB19754

MINIMUM VALUE
\$1000

ITEM #2 DESCRIPTION

(1) 2013 Ford Explorer Police Pursuit SUV bearing VIN# 1FM5K8ARXDGA22236

MINIMUM VALUE
\$1000

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

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

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

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

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

Passed on a roll call vote of the Corporate Authorities on the _____ day of _____, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

ATTEST:

Village Clerk

APPROVED by me this _____ day of _____, 2024.

Village President

APPROVED and FILED in my office this _____ day of _____, 2024.
and published in pamphlet form in the Village of River Forest, Cook County, Illinois



MEMORANDUM

DATE: March 25, 2024

TO: Matt Walsh, Village Administrator

FROM: Mike Reynolds, Interim Director of Public Works

SUBJECT: Lead Service Line Replacement – Final Inventory & Plan Submittal and Year One Design Services in the Amount of \$101,280.00.

In May of 2022, the Village contracted with Christopher Burke Engineering (CBBEL) to assist the Village with its IEPA Lead Service Line Replacement Program Project Plan. This plan provides an inventory of the material (known and unknown) of all of the water services within the Village and the method(s) by which the Village will replace those services. The plan also serves as the mechanism for getting the Village into the State Revolving Fund - Low Interest Loan process. In August 2022, the Village submitted its 5-year plan to the IEPA. A Public Hearing for the plan was conducted at the March 13, 2023, Village Board meeting, and the Village received approval of the plan from the IEPA on March 31, 2023.

There are 3,184 water services in the Village, of which 2,559 have lead in some capacity (private, public, or both) or their material composition is currently unknown. Per the IEPA, if a definitive identification of the line cannot be made, it must be treated as lead until determined otherwise. Regardless of how the Village chooses to comply with the requirements, all lead services must be replaced by 2042. Specific project applications will be submitted to IEPA once they have been identified and designed.

The elements of the Village's approved plan generally provide for all services to be replaced within an eight-year period. However, the projects are reviewed annually, have a five-year look ahead and can be appropriately sized to fit within the Village's annual capital budget. The plan and project schedule are flexible and will be amended on an annual basis and specific project planning will be consistent with available Village funds and ability to fund the loan.

The proposal authorizes CBBEL to submit the initial inventory list to IEPA in advance of the April 15 deadline and to perform the initial design plan for the first round of service line replacements. Future workshops will be held with the Village Board to discuss policy questions and Board approval will be required for future contracts to perform the work. The Village is seeking low-interest loans and grants to assist with funding.

Recommendation: Staff recommends approval of this contract with the following motion: Motion to award the contract to Christopher B. Burke, Engineering, LTD., in an amount not to exceed \$101,280.00 for the Year-One Design of the Lead Replacement Program (Design Engineering) and the 2024 Lead Inventory Submittal as required by the IEPA and authorize the Village Administrator to execute the contract agreement.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

March 14, 2024

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

Attention: Mr. Mike Reynolds, MPA, Interim Director of Public Works

Subject: Proposal for Professional Engineering Services
Lead Water Service Line Material Initial Replacement Plan Development
Lead Service Line Replacement Project Phase 1
Loan Application Assistance and Bidding Documents

Dear Mr. Mike Reynolds:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for Professional Engineering Services to assist the Village in completing their Lead Water Service Line Material Inventory, developing their Initial Lead Water Service Line Replacement Plan, IEPA loan application assistance and preparation of bidding documents for the Lead Service Line Replacement Project Phase 1. Included in this proposal is our Understanding of the Assignment, Scope of Services and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

The Illinois Lead Service Replacement and Notification Act – (Public Act 102-0613), signed into law on January 1, 2022, requires community water suppliers (CWS) to undertake the following actions to begin the process of mitigating the health risks associated with lead in the water supply:

1. Develop and maintain a Water Service Line Material Inventory.
2. Develop and implement a Lead Service Line Replacement Plan.
3. Prepare public notification and education materials to potentially affected building occupants as well as posting this on your website.
4. Replace each Lead or Galvanized Service Line connected to the Community Water Supply in its entirety, from the water main to the building plumbing at the first shut-off valve or 18 inches inside the building.

Each portion of the Act has various submittal requirements, annual updates, and timelines set by the Illinois Environmental Protection Agency (IEPA), Illinois Department of Public Health (IDPH), and the United States Environmental Protection Agency (USEPA).

We understand the Village will need to submit their complete Water Service Line Material Inventory as well as their Initial Lead Water Service Line Replacement Plan to the IEPA no later than April 15, 2024. The tasks outlined in the following scope of services will assist the Village meet the Act's requirements.

We also understand the assignment will consist of assisting the Village in preparing an IEPA loan applications for the Village's lead service line replacement projects, in accordance with the Project Plan prepared by CBBEL and approved by IEPA. Additionally, CBBEL will perform final design engineering and prepare bidding documents to allow the Village to hire a contractor to complete the lead service line replacement work in compliance with IEPA procurement rules. The anticipated cost of each of the five (5) project phases is anticipated to be approximately \$2M per year, which corresponds to approximately 150-175 service replacements annually.

Additionally, this proposal assumes that all easements, including temporary construction easements and access agreements, required to construct the project will be handled by the Village.

This proposal assumes that CBBEL will not access or investigate private property, and that any service material investigations, whether on public or private property, will be conducted by the Village.

SCOPE OF SERVICES

Task 1 – Kick Off Meeting: CBBEL will initiate a kick-off meeting where the following agenda items will be discussed:

- Establish specific deliverables and interim milestone dates that will allow Village to meet IEPA submittal deadlines.
- Identify key Village Staff for point of contact and coordination.
- Develop strategies for efficient compilation of currently available private side material inventory data.

Task 2 – Data Collection and ArcGIS Web Portal: CBBEL will evaluate currently available lead water service material inventory provided by the Village and work with staff to develop an approach where efforts can be made to reasonably identify addresses/parcels that are not potentially impacted. With this information, we will update the inventory and identify addresses/parcels that are either known to have lead or galvanized water services, the water service materials are unknown, and/or the potential for lead water service cannot be ruled out without additional information.

CBBEL will develop an ArcGIS Online web-based data collection portal that will be utilized to survey customers using cellular/wireless enabled smart devices or desktop computers. The portal will be publicly accessible and will allow customers to directly submit information related to their private-side water service line. The web-based data collection portal will attempt to collect as much information as possible to reduce on-site investigations by Village staff and reduce the total number of unknown water service materials in a cost-effective manner. The information collected will be reviewed monthly by CBBEL and used to update the water service line material inventory (Task 4). CBBEL will manage and maintain the web-based data collection portal until September 1, 2025.

CBBEL will also develop a Water Service Material Information Request Letter for outstanding unknown and/or non-responsive addresses/parcels for Village review and utilization. The Village will be responsible for any direct mailing of these information request letters.

Task 3 – Public Education and Notification Development: CBBEL will review the education and notification materials needed to meet the Act’s requirements. As of January 1, 2022, the CWS is required to provide notice to all its potentially affected lead water service line customers and provide educational materials addressing health and safety concerns as well as what the Village is actively doing to address lead water services. This task includes developing educational materials and notifications that comply with the Act’s requirements. CBBEL will also provide all required materials that need to be posted on the Village’s website as required by the IEPA and USEPA. CBBEL will provide its template documents to the Village for distribution of these materials to the affected property owners in the required languages per the Public Act. Distribution of these materials will be the responsibility of the Village, however CBBEL can assist with strategizing efficient methods of information dissemination and public outreach. As part of Public Education, CBBEL will not be responsible for providing NSF/ANSI 53 and NSF/ANSI 42 compliant water filters required by the Act. This will be the responsibility of the Village.

Task 4 – Review of Material Inventory: CBBEL will review available information provided by the Village related to water main replacement projects, past inspection records, and private developments, water meter records, and update the Water Service Line Material Inventory where applicable. This task will also include updating the Water Service Line Material Inventory with information obtained from the web-based data collection portal. This task will include the preparation of maps, exhibits, or similar visual aids requested by the Village that presents the Water Service Line Material Inventory in a concise geographic context. Coordination with the Village’s GIS Consultant will be included in this task. The complete inventory will be in a format acceptable to submit to the IEPA by April 15, 2024.

Task 5 – Replacement Plan Development: CBBEL will prepare the Lead Service Line Replacement Plan that includes all required items as listed on the IEPA Project Planning Submittal Checklist. CBBEL has designed a complete Lead Service Line Replacement Plan Template that will be used. The plan will comply with all requirements of Public Act 102-0613. A draft of the Plan Report will be prepared and submitted to the Village for review and comment. After Village review, the Plan Report will be finalized and submitted to the IEPA on the Village’s behalf. This task assumes CBBEL will address one (1) round of comments from the IEPA prior to receiving Planning Approval. Based on the Village’s initial material inventory submission, IEPA will allow 17 years for the Village to complete its replacement plan. This task is for the initial plan submission to the IEPA by April 15, 2024. All subsequent annual revisions or submissions will require a new proposal for that work.

Task 6 – IEPA Loan Application: CBBEL will assist the Village in preparing and submitting the loan application package documents required under the IEPA Loan Program. This includes the Loan Application packet and supporting documents required to be submitted with the application, including documentation on the user charge system (OM&R, water ordinance and rates), dedicated source of revenue for debt obligations and debt ordinance. This task also includes drafting and incorporation of IEPA’s extensive front-end documents into the project bid document package.

Task 7 – IEPA Coordination and Management: A substantial amount of coordination with the IEPA throughout the loan application process is anticipated to be required as the project is developed in accordance with IEPA loan requirements. CBBEL will work diligently with the IEPA on behalf of the Village to exchange project information, complete and submit requested forms and other data and support adherence to the proposed project schedule. CBBEL will work with IEPA to provide

the necessary information and facilitate approvals of various forms and checklists that are required for loan approval.

Task 8 – Pre-Final Design: CBBEL will prepare pre-final design documents for the project. The design documents are anticipated to consist of a project manual that includes location maps, front-end contract provisions, project specifications and Special Provisions, and pay items/quantities related to the replacement of public and private lead services based on available information service type, size, and location. CBBEL will develop estimates of cost and working days.

The project manual will include pertinent data obtained by the Village from submissions through the water service material inventory website, to provide bidders with as much information about each service replacement location as possible. The project manual and cost estimate will be submitted to the Village for review and comment.

It is assumed that all services will be installed via trenchless methods (HDD or lead extraction), unless deemed infeasible by the Village, and that existing water meters will remain in place.

Task 9 – Final Design and Bidding Documents: CBBEL will revise the pre-final design based on the Village's review comments. The requested number of copies of the project manual will be submitted to the Village for their files. A final estimate of cost and estimate of required working days will also be submitted. We will provide the bidding documents to the Village in electronic format. CBBEL will provide final electronic drawings and specifications to be issued to prospective bidders via the QuestCDN website.

Task 10 – Bidding Assistance: CBBEL will perform the following Bidding Assistance services:

- Advertisement – CBBEL will prepare the bid advertisement (to be published by Village), distribute plans and specifications to all bidders, and hold a bid opening and pre-bid meeting (if required).
- Preparation of Addenda – CBBEL will field bidder questions and requests for clarification. Based on these questions and request, CBBEL will prepare addenda as necessary to respond to the questions presented. Addenda will be issued to the Village for distribution to the bidders.
- Bid Evaluation Assistance – CBBEL will attend the bid opening and evaluate the bids and bidders to determine if the bids were submitted in accordance with the contract documents and if the bidders are qualified to perform the work.
- Award Recommendation – Base upon the Bid Evaluation, CBBEL will provide a recommendation to the Village for award of the construction contracts including a spreadsheet tabulation of all bids received and opened.
- Contract Administration – CBBEL will assist the Village in the preparation of contracts and execution of the contracts and review of contract-related documents provided by the successful bidder.

Task 11 – Project Coordination, Meetings, and Project Management: CBBEL will coordinate with the Village throughout the design of the project. In addition to phone conversations and written and electronic coordination, it is anticipated that up to two (2) meetings may be held with Village Staff.

CBBEL will prepare agendas, presentations and meeting exhibits as requested by the Village. Following attendance at each meeting, CBBEL will prepare meeting summaries. This proposal assumes that no public involvement will be required during the final design of this project.

SCOPE EXCLUSIONS

The following tasks are excluded from the Scope of Work:

- Geotechnical and environmental soils investigation
- Sewer main/service televising
- Property owner/tenant coordination, education, outreach, mailings, etc.
- Investigations and assessments on private property and within building structures
- Preparation of access agreements and coordination/negotiations with property owners.
- Topographic survey and utility coordination

ESTIMATE OF FEE

Please find Exhibit A included herein for our estimate of fee to provide the scope of services proposed.

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will not exceed the fee without written permission of the client. We will establish our contract in accordance with the attached General Term and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Direct costs for blueprints, photocopying, mailing, mileage, overnight delivery, messenger services and report binding are not included in the Fee Estimate. Please note that meetings and additional services performed by CBBEL that are not included as part of this proposal will be billed on a time and materials basis and at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael Kerr, PE
President

JD/jmc

Encl. Exhibit A
Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS ACCEPTED
FOR THE VILLAGE OF RIVER FOREST:

BY: _____

TITLE: _____

DATE: _____

SPECIAL AGREEMENT TERMS PER IEPA LOAN REQUIREMENTS

The following terms and conditions are required to be included in all engineering contracts to be eligible for IEPA Public Water Supply Loan Program (PWSLP) funds and are hereby part of this agreement:

Audit and Access to Records Clause

- a) Books, records, documents, and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- b) Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- c) All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- d) The final audit report shall include the written comments, if any, of the audited parties.
- e) Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 662.650/365.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

Covenant Against Contingent Fees

The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. I understand that a false statement on this certification may be grounds

for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Contract Completion Date

Loan Application and Bidding Documents: 6/30/2024

USEPA Nondiscrimination Clause

The contractor (engineer) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

USEPA Fair Share Percentage Clause

The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the PWS Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs.



VILLAGE OF RIVER FOREST
Lead Service Line Replacement Plan and IEPA Loan
WORK EFFORT AND FEE STRUCTURE

EXHIBIT A

Classification	Engineer				GIS	Sub	Total Hours	Total Cost
	V	IV	III	I/II	Specialist III	Consultant		
Rate (\$/hr)	\$235.00	\$200.00	\$175.00	\$155.00	\$175.00	\$1.00		
Task 1 - Kick off Meeting	4						4	\$ 940.00
Task 2 - Data Collection and ArcGIS Web Portal	36		32				68	\$ 14,060.00
Task 3 - Public Education and Notification Development	8						8	\$ 1,880.00
Task 4 - Review of Material Inventory	10						10	\$ 2,350.00
Task 5 - Replacement Plan Development	70						70	\$ 16,450.00
Task 6 – IEPA Loan Application	40		16				56	\$ 12,200.00
Task 7 – IEPA Coordination and Management	60						60	\$ 14,100.00
Task 8 – Pre-Final Design	8	20	72				100	\$ 18,480.00
Task 9 – Final Design and Bidding Documents	4	16	24				44	\$ 8,340.00
Task 10 – Bidding Assistance	12		16				28	\$ 5,620.00
Task 11 – Project Coordination, Meetings, and Project Management	26						26	\$ 6,110.00
							Subtotal Cost =	\$ 100,530.00
Subtotals	278	36	160	0	0		474	
Percentage of Hours	58.6%	7.6%	33.8%	0.0%	0.0%		100.0%	
Total Personnel Cost	\$65,330.00	\$7,200.00	\$28,000.00	\$0.00	\$0.00		Running Cost =	\$ 100,530.00
							Direct Cost =	\$ 750.00
							TOTAL COST =	\$ 101,280.00

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI	275
Engineer V	235
Engineer IV	200
Engineer III	175
Engineer I/II	155
Survey V	240
Survey IV	220
Survey III	200
Survey II	160
Survey I	135
Engineering Technician V	215
Engineering Technician IV	190
Engineering Technician III	140
Engineering Technician I/II	125
CAD Manager	210
CAD II	155
GIS Specialist III	175
Landscape Architect	200
Landscape Designer III	155
Landscape Designer I/II	120
Environmental Resource Specialist V	235
Environmental Resource Specialist IV	190
Environmental Resource Specialist III	150
Environmental Resource Specialist I/II	125
Environmental Resource Technician	140
Business Operations Department	160
Engineering Intern	75
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

These rates are in effect until December 31, 2024, at which time they will be subject to change.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:
- Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.
- Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.
27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

June 13, 2005

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MEMORANDUM

DATE: March 25, 2024

TO: Matt Walsh, Village Administrator

FROM: Mike Reynolds, Interim Director of Public Works

SUBJECT: Des Plaines River Trail IGA with the Village of Rosemont

Issue: The approved FY24 Budget includes \$66,900 for the Village's portion of the Des Plaines River Trail improvement. The improvement is a collaboration of several communities along the Des Plaines River (see attached funding partners exhibit) from Touhy Avenue on the north to the Illinois Prairie Path on the south. Approval of the attached IGA with the Village of Rosemont is necessary for River Forest to participate in the project and to ensure project continuity moving forward. Our Village Attorney reviewed the IGA and provided comments. The Village of Rosemont accepted all of the comments and approved the attached agreement at their regular Village Board meeting on March 11, 2024.

Analysis: The Des Plaines River Trail is an improvement to the existing trail system, in an attempt to increase usability. The upgraded path will include various elevation changes, allowing its use for a greater period of time each year and will now connect each community on the trail down through River Forest to the Illinois Prairie Path. The trail may also provide additional benefits for traffic control on Thatcher Avenue. While the northern portions of the trail have been completed, River Forest is one of the last segments that remains. In working with Christopher B. Burke Engineering (CBBEL) the project stakeholders were recently able to secure STP funding in the amount of \$156,100. With a total Phase I fee of \$223,000, the local match portion that River Forest would be responsible for is \$66,900. Once approved, staff will have a meeting to review the preliminary concept plans and provide feedback. The project schedule and any necessary deliverables would be determined at that time as well.

While Phase II design and construction costs are not yet known, it is anticipated that the project stakeholders will continue to seek grant awards to help offset as much of the direct costs to the Village.

Recommendation: Staff recommends approval of the IGA with the following motion: Motion to approve an Intergovernmental Agreement (IGA) with the Village of Rosemont, for the not-to-exceed amount of \$66,900.00 for the Village's portion of Phase I Design of the Des Plaines River Trail project and authorize the Village Administrator to execute the agreement.

Attachments: Rosemont IGA
Funding Partners Exhibit
River Forest Concept Plan

INTERGOVERNMENTAL AGREEMENT

Between the Village of River Forest and the Village of Rosemont, Illinois

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into by and between the **Village of River Forest**, an Illinois non home rule municipal corporation (hereinafter referred to as "River Forest") and the **Village of Rosemont** (hereinafter referred to as "Rosemont"). River Forest and Rosemont are referred to at times in this Agreement on an individual basis as the "Party" and on a collective basis as the "Parties". River Forest and Rosemont agree as follows:

RECITALS

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorizes cooperative arrangements between public agencies of the State of Illinois; and

WHEREAS, Rosemont and River Forest are authorized to execute this Agreement by act(s) of their respective duly constituted governing bodies; and

WHEREAS, a group of six municipalities and other local government entities have been meeting in a cooperative effort concerning the improvement and development of more than ten (10) miles of the Des Plaines River Trail from Touhy Avenue in Park Ridge to the Prairie Path in Forest Park; and

WHEREAS, to date a Phase I study funded by Invest in Cook and the West Central Municipal Conference is complete for the trail between Touhy Avenue and Irving Park Road, is nearing completion for the trail between Irving Park Road and North Avenue and is in progress between North Avenue and the Prairie Path.

WHEREAS, River Forest has reviewed and accepts improvements documented in the Concept Drawings, such as: improved road crossings, increased trail access and improved trail experience; and

WHEREAS, River Forest and Rosemont would like to improve the Des Plaines River Trail (the "Trail") running north to south between North Avenue and the Illinois Prairie Path in accordance with the Concept Drawings.

WHEREAS, this Agreement is limited solely to Phase I for the Trail; and

WHEREAS, Phase I Engineering fees are \$223,000.00 of which \$156,100.00 will be paid by STP Funds awarded by the North Central Council of Mayors and a \$66,900 Local Match is required.

WHEREAS, River Forest has informed Rosemont that River Forest would provide the Local Match in the amount of \$66,900.00 (30%) for the Project to fund Phase I Engineering of the Trail.; and

WHEREAS, River Forest and Rosemont are each authorized to enter into this Intergovernmental Agreement by approval of this agreement by its governing body; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, terms and conditions set forth herein, and in the spirit of intergovernmental cooperation, River Forest and Rosemont agree as follows below.

1. **Incorporation of Recitals.** The recitals set forth above are incorporated herein and made a part hereof.
2. **Lead Agency.** River Forest designates Rosemont as the lead agency for the Phase I Engineering of the Trail. In its capacity as the lead agency, Rosemont shall be responsible for procuring and coordinating all aspects of the engineering and construction of the Trail through the IDOT Federal Process. Rosemont shall allow River Forest to participate in plan review, progress meetings and field meetings, but Rosemont shall have full authority as the lead agency for the project. River Forest will also review and approve the final alignment and final PDR.
3. **Phase I Engineering Costs and Payments.** Rosemont will be responsible for advancing Phase I Engineering utilizing STP grant funds and, if necessary, River Forest funds.

The Phase I Engineering cost covered by the Grant shall not exceed \$223,000.00. NCCM will contribute the STP share of 70% (\$156,100.00), River Forest will contribute 30% (\$66,900.00).

The reimbursement of River Forest's costs shall be made by Rosemont within 90 days of submission of the invoice by River Forest.

4. **Rosemont's Contractual Rights & Obligations.**
 - a. **Performance.** Rosemont shall have the right to retain professionals to design the Trail pursuant to this Agreement. Rosemont is responsible for monitoring the design of the Trail. Rosemont shall solely be responsible for the commitment of its resources, allocation of funds and assignment of personnel in fulfilling the objectives and obligations of this Agreement. All work shall be done in accordance with the terms of the STP Funds Grant, IDOT policies and procedures, and all applicable laws, ordinances, and regulations.
 - b. **Schedule.** Rosemont shall submit to River Forest a schedule for completion of Phase I Engineering.
5. **Indemnification; Waiver of Subrogation.**

- A. **Indemnification – Rosemont.** To the fullest extent permitted by Illinois law, Rosemont shall indemnify and defend River Forest and its appointed and elected officials, officers, president and board of trustees, employees, agents, representatives and attorneys (collectively “River Forest Affiliates”) from and against any and all bodily injuries, illnesses, death, property damage, losses, claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses of any kind, including without limitation orders, damages, judgments, fines, forfeitures, amounts paid in settlement, and reasonable defense and litigation costs and reasonable attorneys’ fees (collectively “Claims and Liabilities”) that arise out of or relate to any acts or omissions of Rosemont or its appointed and elected officials, officers, president and board of trustees, employees, agents, representatives and attorneys (collectively “Rosemont Affiliates”) relative to the Project or any matters covered by this Agreement, except to the extent that such Claims and Liabilities result, in whole or in part, due to the acts or omissions of River Forest or its River Forest Affiliates.
- B. **Indemnification – River Forest.** To the fullest extent permitted by Illinois law, River Forest shall indemnify and defend Rosemont and its appointed and elected officials, officers, president and board of trustees, employees, agents, representatives and attorneys (collectively “Rosemont Affiliates”) from and against any and all bodily injuries, illnesses, death, property damage, losses, claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses of any kind, including without limitation orders, damages, judgments, fines, forfeitures, amounts paid in settlement, and reasonable defense and litigation costs and reasonable attorneys’ fees (collectively “Claims and Liabilities”) that arise out of or relate to any acts or omissions of River Forest or its appointed and elected officials, officers, president and board of trustees, employees, agents, representatives and attorneys (collectively “River Forest Affiliates”) relative to the Project or any matters covered by this Agreement, except to the extent that such Claims and Liabilities result, in whole or in part, due to the acts or omissions of Rosemont or its Rosemont Affiliates.
- C. **Waiver of Subrogation.** Each Party agrees to waive any right of recovery they may have against the other because of payments relative to any claims and liabilities arising out of the Phase I Engineering of the Trail, or any other matters covered by, or arising out of, this Agreement.

6. **Term and Termination.**

- a. This Agreement shall expire on the date of River Forest’s written approval of the Phase I Engineering, which shall not be unreasonably withheld, conditioned or delayed.
- b. If any party shall at any time be in default in the performance of any of the terms, conditions or provisions of this Agreement and the defaulting party shall fail to remedy such default within sixty (60) days after written notice thereof from the non-defaulting party, then the non-defaulting party may terminate this Agreement upon written notice to the defaulting party.

7. **Interpretations.** The paragraph headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope of the intent of the paragraph to which they pertain. The parties have consulted legal counsel regarding the terms of this Agreement and this Agreement shall be interpreted without applying any rule of construction against the drafting party.
8. **Governing Law and Venue.** This Agreement is governed by and shall be construed according to the laws of the State of Illinois without regard to the principles of conflicts of law thereof. Venue shall be proper only in a court of competent jurisdiction located within the County of Cook, Illinois.
9. **Compliance with Laws.** The parties hereto shall at all times observe and comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement, including but not limited to applicable prevailing wage laws and ordinances
10. **Severability.** In the event that any provision of this Agreement is determined to be legally invalid, the parties agree that particular provision shall be null and void, but the remainder of this Agreement shall remain in full force and effect.
11. **No Third-Party Beneficiaries.** The parties agree that this Agreement is solely for the benefit of the parties and nothing herein is intended to create any rights or remedies on any persons other than the parties.
12. **Transfers.** No party shall sell, assign or otherwise transfer its interest under this Agreement without the written approval of the other party. The provisions set forth in this Agreement shall be binding upon and inure to the benefit of the approved successors and assigns of the parties.
13. **Notices.** Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service during regular business hours; (b) e-mail transmission during regular business hours; (c) overnight courier; or (d) first class mail properly addressed with postage prepaid and deposited in the U. S. Mail. Any notice, demand or request served personally or by e-mail transmission as aforesaid shall be effective upon receipt. Any notice, demand or request served by overnight courier shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or request served by U.S. mail shall be deemed received two (2) business days following deposit in the mail. Notices shall be served at the following addresses or at such other places as the parties may from time to time designate in writing by notice given hereunder.

THE VILLAGE OF RIVER FOREST
Village of River Forest
Attn: Matt Walsh, Village Administrator
400 Park Avenue

River Forest, IL 60305

Village of Rosemont
Attn : Mayor Bradley Stephens
9501 W. Devon Avenue
Rosemont, IL 60018

13. **Execution.** Rosemont and River Forest shall approve this Agreement by the execution of duplicate signature pages and shall exchange said signature pages for counter signature. Execution may occur via electronic signature.

14. **Incorporation/Survival.** This Agreement sets forth the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, expressed or implied, oral or written, with respect to the subject hereof. Changes, extensions or modifications to this Agreement shall only be made by mutual agreement by and between the parties and shall be in writing. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term. Any terms and conditions contained in this Agreement that by their express terms, sense or context are intended to survive the termination or expiration of this Agreement shall so survive.

15. **Conflicts.** This Agreement shall not be legally binding if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 *et seq.*

16. **No Personal Liability.** No appointed and elected officials, officers, president and board of trustees, employees, agents, representatives and attorneys of either Party shall be individually or personally liable in any manner under any legal claim or action brought pursuant to law or equity or contract in connection with this Agreement.

17. **Effective Date.** This Agreement shall be effective upon signature of both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date fully executed.

VILLAGE OF RIVER FOREST

By: _____

Date: _____

Attest: _____

Date: _____

VILLAGE OF ROSEMONT

By:  _____
Mayor Bradley Stephens

Date: 3/11/2024

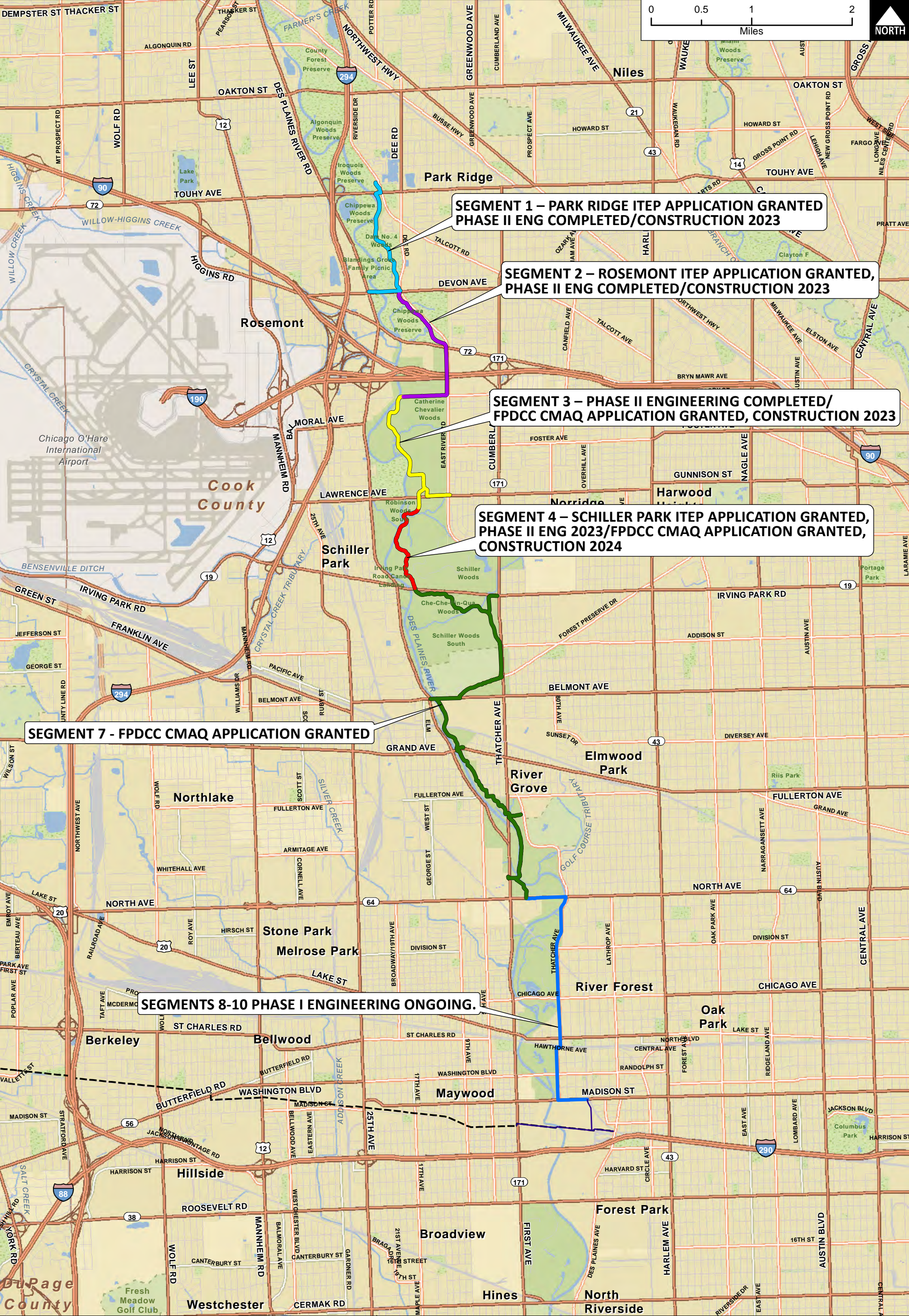
Attest:  _____
[Insert Name & Title]



Date: 3/11/2024









CLIENT:  RIVER FOREST <i>Proud Heritage • Bright Future</i>	TITLE: DES PLAINES RIVER TRAIL PROJECT LOCATION MAP	PROJ. NO. 860001.1904A
		DATE: 02/02/2023
 CHRISTOPHER B. BURKE ENGINEERING, LTD. 9575 W. Higgins Road, Suite 600 • Rosemont, Illinois 60018 • (847) 823-0500	DSGN. <input type="checkbox"/> DWN. <input type="checkbox"/> CHKD. <input type="checkbox"/> FILE: <input type="checkbox"/>	SCALE: 1:54,880 AUTHOR: DWALTERS PLOT DATE: 1/30/2024
	Funding Partners Exhibit 02022023	
	EXH 1	



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

MEMORANDUM

Date: March 25, 2024

To: Matt Walsh, Village Administrator

From: Jessica Spencer, Assistant Village Administrator, Rosey McAdams, Finance Director,
Keke Boyer, Assistant Finance Director, and Trish Ivansek, HR Manager

Subj: Contract Renewal – Springbrook Software

Issue: Staff are seeking approval of a contract between Springbrook LLC and the Village.

Background: In 2008, the Village began utilizing Springbrook Financial software. The staff has been very pleased with the modules offered and has adopted several upgrades over the years as technology has evolved. In the Fall of 2023, staff began to review the latest upgrades that Springbrook offers for the existing modules as well as what might be available to address the Human Resources management needs. After a cursory review of what other software companies could offer the Village, staff decided that the prudent step would be to once again upgrade with Springbrook, this time adding the Human Resource module. These changes include moving from a server located at Village Hall to a cloud-based method, which would allow the Village to receive security patches and upgrades with little to no downtime of staff. Additional information regarding the security measures taken for the cloud storage methodology for Springbrook is available upon request.

This move to the cloud affords the Village the opportunity to purchase the Human Resources module, which includes management of paid leave banks, schedules, and timekeeping, and an Employee Self-Service (ESS) portal, among other features. Coupling these functions with the Finance modules will increase efficiency during the budget season as staff won't be required to research and manually calculate as much as they do presently. The Human Resources module is still under development with Springbrook. The contract attached to this memo does not reflect the annual fees or implementation fees for the HR or ESS modules. However, because of our long-term relationship with Springbrook, staff were able to lock in pricing for these modules at this time.

The projected timeline is 8-10 months from kick-off to go-live of all the modules. Staff is working to schedule kick-off for August 2024.

This was budgeted in the Capital Improvement Projects Fund (CIP) in recent years as it was anticipated to be a substantially larger project, however staff was able to negotiate the price of project down due in large part to the tenure of the relationship with Springbrook.

Budget Implications: The annual fees approved by the Village Board on February 12, 2024, would be credited towards the first year of annual fees as implementation progresses.

Request for Board Action: If the Village Board wishes to approve the contract, the following motion would be appropriate:

Motion to approve a contract extension with Springbrook LLC for 3 years and authorize the Village Administrator to execute the contract extension, pending attorney review.

Documents Attached:

- Springbrook Cloud Migration Contract
- Human Resources Quote
- ESS Quote



Village of River Forest
Public Works and Development Services

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

MEMORANDUM

Date: March 25, 2024

To: Catherine Adduci, Village President
Village Board of Trustees

From: Seth Jansen, Management Analyst

Subj: Appointment of Susan Charrette as Sustainability Commission Co-Chair

At the February 12, 2024 meeting of the Village Board, the Board adopted an ordinance to allow for the appointment of either one chairperson or two co-chairpersons to the Sustainability Commission. It is recommended that current Commissioner Susan Charrette be appointed to fill the Co-Chairperson role. Ms. Charrette has served as a member of the Commission since 2019 and has served as acting chair in instances when the Chairperson is unable to attend a meeting. With the addition of a Co-Chairperson, the current Chairperson, Eric Simon, will continue to serve as the other Co-Chair of the Commission.

Recommendation: Motion to consent to the Village President's appointment of Susan Charrette as Co-Chairperson of the Sustainability Commission.



Village of River Forest
Public Works and Development Services

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

MEMORANDUM

Date: March 25, 2024

To: Catherine Adduci, Village President
Village Board of Trustees

From: Seth Jansen, Management Analyst

Subj: Electric Vehicle Readiness Cohort – Zoning Action Items

In the fall of 2022, the Metropolitan Mayors Caucus (“MMC”) invited municipalities to participate in the new Electric Vehicle (“EV”) Readiness Program to prepare to meet the growing demand for EVs and EV charging infrastructure. Qualifying local governments applied to join an EV Readiness cohort and receive free technical assistance and training in a variety of critical areas as they work toward the designation of “EV Ready Community.” The Village of River Forest applied for and was accepted into the 2nd cohort, which officially began in August of 2023.

Similar to the SolSmart program, local government members of the EV Readiness cohorts follow a pathway toward EV Ready Bronze, Silver or Gold by completing a number of actions presented in the EV Readiness Checklist. With guidance and resources assembled by the Caucus’ EV Readiness Team, municipal leaders develop clear permitting for EV charging infrastructure, analyze zoning and parking codes to address barriers to EV infrastructure, engage the community, and participate in technical and safety training for staff.

Currently, there are two zoning items the Village must address to achieve Bronze designation and six additional items to receive Silver designation. Furthermore, there are two additional items outside of the zoning section of the EV Readiness Checklist, but which require changes to the Village zoning code, that are required to receive Gold designation, one concerning parking and one concerning new construction. Outlined in the attached MMC EV Readiness Checklist are the specific items, including designation level for which they are required, and the action the Village would need to take to achieve the points for that item.

At the March 12th meeting of the Village Sustainability Commission, the Commission reviewed several examples and model language clauses provided by the MMC to achieve these action items. The Commission provided their input on several items. The attached preliminary draft document incorporates both model language provided by the MMC and input from the

Sustainability Commission. The Commission voted unanimously to make a recommendation to the Village Board of Trustees to proceed with a text amendment related to electric vehicle charging stations.

Recommendation: Motion to direct the Village Administrator to propose text amendments related to electric vehicle charging stations to the Zoning Board of Appeals for a public hearing and recommendation.

Attachments:

- Preliminary Draft Text Amendment
- MMC EV Readiness Checklist – Zoning and New Construction Items

Code Amendments. That Section 1 (Definitions of Words and Terms) of Chapter 3 (Definitions) of Title 10 (Zoning) of the Village Code is hereby amended as follows, with additions underlined:

...

ELECTRIC VEHICLE: Any vehicle which stores electric energy in a rechargeable battery pack to be used for propulsion and has a conductive plug or inductive wireless connection for recharging the battery. The definition of Electric Vehicle includes Battery Electric Vehicles, which only use energy stored in rechargeable battery packs onboard the vehicle to propel the vehicle, and Plug-in Hybrid Electric Vehicles, which have both an electric motor and an internal combustion engine and can be powered with either. The definition of Electric Vehicle does not include Hybrid Electric Vehicles, which do not plug in and for which the primary source of energy is derived from fuel that powers an engine.

ELECTRIC VEHICLE CHARGING INFRASTRUCTURE: Any “make ready” electrical equipment necessary to delivery electrical power from a facility to Electric Vehicle Supply Equipment, including panels with circuit breakers, switchboards, transformers, conduit, wiring, junction boxes, conduit hangers and other interconnections.

ELECTRIC VEHICLE CHARGING STATION: Any equipment designed to safety supply and manage power into Plugin EVs. EV Charging Stations include hard-wired EV Charging Stations and EV Charging Stations that plug in to standard wall outlets and may also integrate communication, metering, GPS and other features that assist EV drivers and the host facility. The definition of Electric Vehicle Charging Station includes any stations which provide Level 1 Charging, Level 2 Charging, or Direct Current Fast Charging, as defined herein:

Level 1 Charging: Electric Vehicle battery charging that uses 110-to-120-volt Alternating Current supply power, with a power range from 0.88 kilowatts (kW) to 1.92 kW.

Level 2 Charging: Electric Vehicle battery charging that uses 208-to-240-volt Alternating Current supply power, with a power range from 3.3 kW to 19.2kW.

Direct Current Fast Charging: Electric Vehicle battery charging that uses Direct Current power to refuel Electric Vehicles at various amperage levels and voltage levels with power outputs ranging between 25kW and 175 kW.

ELECTRIC VEHICLE SUPPLY EQUIPMENT: Any conductors and electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the electric vehicle.

...

Code Amendments. That Chapter 7 (Regulations of General Applicability) of Title 10 (Zoning) of the Village Code is hereby amended to include a new Section 10-7-7, as follows:

10-7-7: Electric Vehicle Charging Station Standards

A. Parking

1. In all zoning districts, electric vehicle charging stations, associated equipment, and make-ready parking spaces may be counted toward satisfying minimum off-street parking space requirements.
2. Any off-street parking spaces designated for electric vehicle charging shall comply with all relevant regulations as established in Section [10-7-4](#).

B. Electric Vehicle Charging in the Public Right of Way

1. Electric vehicle charging stations and associated charging infrastructure and supply equipment may only be installed in the Public Right of Way immediately adjacent to striped on-street parking spaces located in districts C1, C2, C3, or ORIC.
2. The installation of any electric vehicle charging stations and associated charging infrastructure and supply equipment shall comply with all relevant regulations as established in Chapter [5-14](#).
3. The electric charging station and associated supply equipment may not block the public right-of-way for pedestrians where minimal unobstructed walkable sidewalks exist or be located in a place that obstructs or interferes with a driver's view of approaching, merging or intersecting traffic in and around the right-of-way.
4. Any electric vehicle utilizing an electric vehicle charging station within the public right of way shall comply with all relevant parking regulations established in Chapters [9-2](#) and [9-3](#).

C. Appearance:

1. Electric charging station and associated supply equipment shall, whenever possible, be located so as not to be visible from any public ways.
2. Electric vehicle charging stations shall be protected by bollards, structures, or non-mountable curbs if located directly in a publicly accessible parking lot.
3. Electric vehicle supply equipment shall be mounted or include retractable cords so as to not impede pedestrian travel or create a trip hazard.
4. Adequate lighting shall be provided to any electric vehicle charging station which is publicly accessible during nighttime hours.
5. Any signage or advertisement appearing on electric vehicle charging stations and electric vehicle supply equipment shall comply with all relevant regulations as established in Chapter [4-5](#).
6. The installation of any electric vehicle charging stations and associated supply equipment shall consider design elements that can be integrated into the architectural concept. Whenever possible, electric vehicle charging stations and associated supply equipment materials shall be compatible with buildings, their scale shall fit the style of the host site, colors shall be in harmony with buildings, and surroundings shall be

D. The installation of electric vehicle charging stations and associated charging infrastructure and supply equipment and the standard operation thereof shall be permitted subject to meeting all applicable standards of Village of River Forest's codes and ordinances.

...
K. Any new construction providing parking spaces to serve nonresidential uses shall include the installation of electric vehicle charging infrastructure to support the future installation of electric vehicle supply equipment for the lesser of 20% of all parking spaces or 6 total parking spaces.

[illegible]

Action #	Objectives and Actions	Action Points				
		Bronze	Silver	Gold	Extra Points	Extra Points Only
ZP	ZONING AND PLANNING					
ZP-2	Clearly classify EVCS in zoning regulations.					
ZP-2A	When EV charging is not the primary use of the site, classify the EV charging station as an accessory use .	5				
ZP-2B	When EV charging is the primary use of the site, establish new classification of retail EV charging facility or articulate suitable existing classification.				5	5
ZP-3	Establish zoning regulations to facilitate EVCS installation and clearly communicate rules.					
ZP-3A	Define transportation electrification technologies (EVs, EVCSSs) to be considered.		2		2	
ZP-3B	Establish zoning regulations to facilitate EVCS installation, assuring it no more difficult to site EVCS than any other equipment or use, and clearly communicate rules.		5		5	
ZP-3C	For EV charging stations that are the primary use of the site, update zoning code to allow these in most or all districts.				5	5
ZP-3D	Establish new or articulate existing regulations for content and appearance of advertising on EVSEs.		5		5	
ZP-3E	Establish new or articulate existing regulations for whether and under what conditions EV charging stations are allowed in the right of way.		5		5	
ZP-3F	Establish new or articulate existing regulations for the appearance of public EVCSSs.		5		5	
ZP-3G	Clearly and concisely communicate EVCS zoning regulations to the public.		2		2	

ZP-4	Where minimum parking requirements exist, flex the number of required parking spaces to accommodate Level 2 and DCFC EVCS. (<i>Conditional Points</i>)	5				
PK	PARKING AND ACCESS					
PK-4	Design parking rules to safely and equitably allow access, while matching charging type, physical space, land use, occupancy type, and type of parking.			5	5	
NC	NEW CONSTRUCTION					
NC-1	Establish targets and timelines for making all new construction EV Capable, EV Ready and/or EVSE Installed, as applicable. Tailor targets for single-family residential, multi-family residential and commercial construction.		5		5	
NC-2	Communicate/ enforce provisions of the Illinois Electric Vehicle Charging Act (Public Act 103-0053), which requires new construction projects for single-family and multi-family dwellings to be EV Capable and provides a right to charge for residents.		5		5	
NC-4C	for commercial development . Require a proportion of parking spaces to be EV Capable, EV Ready and/or EVSE Installed. Establish requirements for L2 and DCFCs, maximum electrical amperage for each parking space and power capacity for electrical panels.			10	10	



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

MEMORANDUM

Date: March 25, 2024

To: Catherine Adduci, Village President
Village Board of Trustees

From: Matt Walsh, Village Administrator

Subj: Zoning Board of Appeals Recommendation – 214 Gale (UPDATED)

Issue: Petitioners Kristin and Shawn Vogen have requested a variation from the Village's accessory structure maximum height allowance to allow the construction of a two-story garage with a maximum height of twenty-five feet and nine inches (25' 9"). Section 10-9-6 of the Zoning Code, (10-8-6-A), limits accessory structures to 1½ stories and eighteen feet in height.

In November 2023, Petitioner Kristin Vogen and architect Dave Muriello provided information regarding the requested variation, with the Petitioner testifying that she wished to construct a garage to match the style of the home and wished to install plumbing and a second-floor bathroom in the garage to provide convenience and enhance the livability of the yard. The Village Board voted on January 22, 2024 to refer the application back to the Zoning Board of Appeals (ZBA).

UPDATE: After receiving feedback from neighbors, Zoning Board of Appeals, and the Village Board, the petitioner reconsidered their plans. On February 8th, the applicants presented an updated petition back to the ZBA, having removed the bathroom from the plans and decreasing the height of the garage to 23' 5½" tall. The neighbors who had previously raised concerns now provided feedback of support to Staff as well as the petitioner's family.

Analysis: On February 8th, having considered the criteria set forth in the Zoning Ordinance, the Zoning Board of Appeals voted 6 to 1 to recommend approval of the variation.

There were two emails from neighbors in support of the project, attached.

Village Variation History:

On the next page please find a summary of Staff's review of available records regarding similar zoning variation requests that have been acted upon by the Village Board since 2008.

Please note that each application and recommendation is considered based on its own facts and that approval of a particular zoning variation does not set a precedent for other variations.

Address	Hearing Date	Description of Variation Request	ZBA Rec.	VBOT Action	Ord. #
7960 Chicago	5/11/23	Lot Coverage, Height of an Accessory Building and Rear Yard Setback for an Accessory Building	Approved	Approved	3899
559 Ashland	5/11/23	Side Yard Setback and Roof Height for an Accessory Building	Approved	Approved	3900
7612 Vine St	3/11/21	Increase Height of a Wall with a Non-Conforming Side Yard Setback	Approved	Approved	3834
210 Gale Ave	10/15/20	Increase Height of Garage from 18' to 23.5'	Approved	Approved	3823

Request for Board Action:

If the Village Board of Trustees wishes to approve the requested variations, the following motion would be appropriate:

- Motion to uphold the recommendation from the Zoning Board of Appeals and approve an Ordinance granting the requested variations to Section 10-9-6 of the Zoning Code at 214 Gale Avenue.

If the Village Board of Trustees wishes to deny the requested variations, the following motion would be appropriate:

- Motion to deny the application for variation at 214 Gale Avenue.

Documents Attached:

- Letter from Applicant
- Ordinance
- Findings of Fact
- Emails from Neighbors
- Minutes of the Zoning Board of Appeals Public Hearing
- Application

River Forest Zoning Board of Appeals
February 8, 2024
Shawn and Kristin Vogen
Request for variance at 214 Gale Ave

Members of the River Forest Zoning Board of Appeals:

Thank you for reviewing and considering our revised request for a variation from applicable code section 10-8-6 A, Height Regulations for Single-Family Residential District. The Code requirement states that the height of an accessory structure (garage) shall not exceed 18' in height or one and one-half stories, whichever is less. We request a proposed variation of 23' - 5.5" in height.

We respectfully present to you a revised architectural drawing complying with our revised requested variation. The changes:

- Initial request of 25' - 9" was reduced to 23' - 5.5" by altering the following:
 - Reducing the depth of the garage to 21' - the minimum possible to accommodate most car sizes;
 - Reducing the height of the walls of the garage structure, while retaining the architectural significance of the design;
- What hasn't changed:
 - The pitch of the gambrel roof design required to mimic the structure of our historically significant 1895 home
 - The ribbon drive and permeable pavers to reduce the hardscape
 - Adding to the design the previously planned trees and vegetation that will aid privacy and maintain the natural beauty of our community

While not part of the variation request, we have removed plans for a bathroom. The west facing windows begin at a height sufficiently taller than a person, while allowing a more appealing exterior view for neighbors.

ORDINANCE NO. _____

**AN ORDINANCE APPROVING VARIATIONS RELATED TO
ACCESSORY STRUCTURE HEIGHT
VARIATION TO A PROPOSED GARAGE AT
214 GALE AVENUE**

WHEREAS, petitioners Kristin and Shawn Vogen (“Petitioners”), owners of the property located at 214 Gale Avenue in the Village of River Forest (“Property”), requested a variation from the Village of River Forest’s accessory structure maximum height allowance in Section 10-9-6 of the Village of River Forest Zoning Ordinance (“Zoning Ordinance”), to allow the construction of a garage with a maximum height of twenty-five feet and nine inches (25’ 9”), where the maximum allowed height is eighteen feet (18’) measured from the elevation of the public walk to the ridge of the garage roof (“Variations”). The Property is located in the R-2 Single-Family (Detached) Residential Zoning District (“R-2 Zoning District”); 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 Village of River Forest Zoning Board of Appeals (“ZBA”) and was processed in accordance with the Zoning Ordinance; and

WHEREAS, on February 8th, 2024, the ZBA 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 ZBA recommended approval of the Variations, by a vote of six (6) to one (1), all as set forth in the Findings and Recommendation of the ZBA in this matter (“Findings and Recommendation”), a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of River Forest have duly considered the Findings and Recommendation of the ZBA, and all of the materials, facts and circumstances affecting the Application, and find that the Application satisfies the standards set forth in the Zoning Ordinance relating to the Variations;

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

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

SECTION 2: That the President and Board of Trustees of the Village, acting pursuant to the authority vested in them by the laws of the State of Illinois and the

Zoning Ordinance: (i) find that the Application meets the standards for the Variations requested therein, and (ii) approve the Variations with respect to the garage height proposed to be installed on the Property as set forth in the Application. The Variations are approved only to the extent needed for the installation of the garage, and the Variations shall remain in effect only for so long as the garage in the Application remains on the Property.

SECTION 3: That Village staff is directed to record the Ordinance on title to the Property with the Cook County Recorder of Deeds.

SECTION 4: That 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, in addition to all other remedies available to the Village.

SECTION 5: That if any Section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 6: That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be and the same are hereby repealed.

SECTION 7: That this Ordinance shall be in full force and effect after its approval and publication in pamphlet form as provided by law.

[THIS SPACE INTENTIONALLY LEFT BLANK]

ADOPTED this 25th day of March, 2024, pursuant to a roll call vote 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 25th day of March, 2024.

Catherine Adduci, Village President

ATTEST:

Jon Keller, Village Clerk

The Petitioners acknowledge 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

THE SOUTH 10 FEET OF LOT 2 AND THE NORTH 50 FEET OF LOT 3 IN BLOCK 2 OF EDWARD C. WALLER'S ADDITION TO RIVER FOREST IN THE SOUTHEAST $\frac{1}{4}$ OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

FINDINGS OF FACT AND RECOMMENDATION

(attached)

**VILLAGE OF RIVER FOREST ZONING BOARD OF APPEALS
FINDINGS OF FACT AND RECOMMENDATION REGARDING
AN ACCESSORY STRUCTURE HEIGHT VARIATION
RELATED TO A PROPOSED GARAGE
AT 214 GALE AVENUE**

WHEREAS, petitioners Kristin and Shawn Vogen ("Petitioners"), owners of the property located at 214 Gale Avenue in the Village of River Forest ("Property"), requested a variation from the Village of River Forest's accessory structure maximum height allowance in Section 10-9-6 of the Village of River Forest Zoning Ordinance ("Zoning Ordinance"), to allow the construction of a garage with a maximum height of twenty-five feet and nine inches (25' 9"), where the maximum allowed height is eighteen feet (18') ("Variation"). The Property is located in the R-2 Single-Family (Detached) Residential Zoning District ("R-2 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 Variation should be granted on November 9, 2023, and the hearing was held in accordance with Section 10-5-4(E) of the 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 the 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 November 9, 2023, the Board, having considered the criteria set forth in Section 10-5-4 of the Zoning Ordinance, voted four (4) to three (3) against recommending approval of the Variation; and

WHEREAS, the Village of River Forest Board of Trustees held a public meeting on January 22, 2024, where the Board of Trustees considered the Board's recommendation and the criteria set forth in Section 10-5-4 of the Zoning Ordinance, and considered additional information presented by the Petitioners, and after consideration of the same remanded the matter to the Board for further consideration of revised plans; and

WHEREAS, the Village of River Forest Zoning Board of Appeals held a further public hearing on the reconsideration of the question of whether the requested Variation should be granted on February 8, 2024, and the hearing was held in accordance with Section 10-5-4(E) of the 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, seven (7) members of the Board were present for the public hearing, which constituted a quorum of the entire Board that is required to convene a meeting of the Board, and allow for the public hearing to proceed; and

WHEREAS, after the close of public comment, the Board discussed and deliberated the application for this Variation; and

WHEREAS, following discussion, the Board, having considered the criteria set forth in Section 10-5-4 of the Zoning Ordinance, on February 8, 2024, voted six (6) to one (1) in favor of recommending approval of the Variation;

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 majority of the Board found that this standard has been met. The Petitioners reside in the home and intend to remain there with their children. If they did not receive the requested Variation, they would not be able to construct a garage that matches the architectural style of the home, including the roof pitch, that would preserve its historical significance. A minority of the Board found that a condition of the Property was not identified as a cause of the hardship.
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.** The Board found that this standard has been met. The Petitioners purchased the home in its current state, and the presently standing garage was built in a style that bears no resemblance to the home on the property.
3. **The conditions of the Property upon which the petition for Variation is based may not be applicable generally to other property within the same zoning classification.** The majority of the Board found that this standard has been met. Other properties in the nearby area do not possess the same architectural period style and do not have the same historical significance as the Petitioners' home, and they wish to continue to preserve this characteristic by building a garage to match the home. A minority of the Board found that homes with a historically significant architectural style is a common occurrence in River Forest.
4. **The purpose of the Variation is not based predominately upon a desire for economic gain.** The Board found that this standard has been met. The Petitioners included that they desire to build the garage for the benefit of the home on the property because they intend to reside there themselves for the foreseeable future, with no desire for economic gain or the resale of the property.

5. **The granting of the Variation 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.** The Board found this standard has been met. One neighbor appeared in person to present testimony supportive to the project, and specifically noted that the new garage would not infringe on the use of their property. Further, the Board received evidence in its reconsideration of the Petition that neighbors who expressed concerns about the design of the garage at the time of the November hearing had withdrawn their concerns by the time of the February hearing.

6. **The granting of the 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.** The Board found that this standard has been met. The neighbors of the Petitioners either supported the project or had withdrawn their concerns by the time of the February reconsideration of the Petition. The increased height of the garage will have a negligible effect on the surrounding properties.

7. **The granting of the Variation will not unduly tax public utilities and facilities in the area of the Property.** The Board found that this standard has been met. The Petitioners noted that there should be no increase to the use of local electrical utilities at the garage, and a bathroom will not be installed, which is a revision of the original plan presented. No living area will be constructed above the garage.

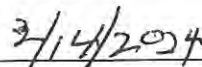
8. **There are no means other than the requested Variation by which the hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Property.** The majority of the Board found that this standard has been met. The Petitioners noted that they would not build a new garage on the property if the Variation was not granted, as the style of garage could not be built unless its height were allowed to be above the maximum allowed by the Zoning Ordinance. A minority of the Board found that reasonable use of the property is permitted without the requested variation.

RECOMMENDATION

The Board, by a vote of six (6) to one (1) found that the standards for granting of the Variation were met. Therefore, the Board recommends to the Village President and Board of Trustees that the Variation to allow the construction of a garage with a maximum height of twenty-five feet and nine inches (25' 9"), where the maximum allowed height is eighteen feet (18') in a R-2 Zoning District be **GRANTED**.



Frank Martin
Chairman



Date

From: [Linda Shaughnessy](#)
To: [Cliff Radatz](#)
Subject: [External] 214 Gale variance request
Date: Thursday, February 8, 2024 11:58:52 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Radatz and Zoning Board members,

Given the current changes to the proposed plan and discussions with Kristin Vogen, we remove our objection to the variance request for 214 Gale. We've been assured that despite a large concrete driveway now placed closer to property line, grading and other measures will be taken to prevent excessive water runoff onto our property.

Thank you for your consideration of our concerns.

Sincerely,
Linda and Tom Shaughnessy

From: [Elizabeth Fodor](#)
To: [Cliff Radatz](#)
Cc: [Matthew Walsh](#); [REDACTED]
Subject: [External] Re: Notice for Zoning Variation for 214 Gale Avenue, River Forest, IL
Date: Tuesday, February 6, 2024 3:14:25 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Cliff,

John and I have reviewed the revised plans for 214 Gale and are fine with the variance given the changes.

Regards,

John/Elizabeth Fodor
202 Gale
[REDACTED]

On Thu, Jan 18, 2024 at 3:39 PM Cliff Radatz <CRadatz@vrf.us> wrote:

Elizabeth & John Fodor,

For your information, the Zoning Variation requested for 214 Gale Avenue will be on the agenda for the Village Board of Trustees meeting on Monday, January 22, 2024. Please see the attached notice.

The original notice had indicated that this matter would appear on the agenda of the meeting on January 8, 2024, but this matter had been removed from that agenda.

This new notice has been mailed to all affected neighbors.

Regards,

Clifford Radatz

Village of River Forest

Building Official

Phone (708) 366-8500 Ext. 357

Direct (708) 714-3557

Fax (708) 366-3702

cradatz@vrf.us

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

February 8, 2024

A meeting of the River Forest Zoning Board of Appeals was held at 7:30 pm on Thursday, February 8, 2024, in the Community Room of the River Forest Village Hall, 400 Park Avenue, River Forest, Illinois.

I. CALL TO ORDER

Chairman Martin called the meeting to order at 7:32 pm. Meeting started by calling roll. Upon roll call the following persons were:

Present: Chairman Frank Martin, Members Gary Dombrowski, Chris Plywacz, Mary Shoemaker, Corina Davis, Ron Lucchesi, Sheila Price

Absent: None

Also present at the meeting: Jessica Spencer, Assistant Village Administrator; Anne Skrodzki, Village Attorney; Luke Masella, Deputy Clerk, and Clifford Radatz, Secretary.

II. APPROVAL OF THE MINUTES FROM THE MEETING OF THE ZONING BOARD OF APPEALS ON JANUARY 11, 2024, AS AMENDED

A **MOTION** was made by Member Plywacz and seconded by Member Lucchesi to approve the minutes from the January 11 meeting, as amended.

Ayes: Chairman Martin, Members Dombrowski, Shoemaker, Plywacz, Price, Lucchesi, Davis

Nays: None

Motion passed.

III. CONTINUATION OF HEARING – TEXT AMENDMENT REQUEST – PUBLIC HEARING REGARDING COMMERCIAL DISTRICT ZONING REGULATIONS

A **MOTION** was made by Member Lucchesi seconded by Member Plywacz to continue the hearing until the March 14 meeting.

Ayes: Chairman Martin, Members Dombrowski, Shoemaker, Plywacz, Price, Lucchesi, Davis

Nays: None

Motion passed.

Attorney Skrodzki reminded that the public portion of this hearing was not closed on January 11, so when it continues the public portion will be open on March 14.

IV. PUBLIC HEARING – RECONSIDERATION OF ZONING VARIATION REQUEST FOR 214 GALE AVENUE – BUILDING HEIGHT OF AN ACCESSORY STRUCTURE

Chairman Martin provided the rules of the meeting for those in the audience.

Secretary Radatz swore in those who wished to testify.

Chairman Martin invited the applicant to the podium to present the application.

Kristin Vogen, petitioner, summarized the recent events regarding their request for the variation and how the decision had been returned to this committee. She requested consideration of this updated plan, including the height of 23.5 feet. Secretary Radatz confirmed that he had reviewed the new plans and the only request for a variation is the height of the building.

The committee did not have any questions.

Shawn Vogen added that he spoke with some neighbors regarding the application, and they said they agree with the design. Two neighbors emailed the Village, expressing their support for the revised design.

Assistant Administrator Spencer summarized the Board comments, that the feedback from the neighbors was important for their consideration and approval. She noted that the email from the neighbor that Mr. Vogen referenced had been distributed to this committee earlier in the week.

Chairman Martin closed the public portion of the hearing and opened comments to the committee.

Member Davis said that she appreciated the positive support from the neighbors given the plan changes.

Member Plywacz noted that the applicant was trying to match the structure of the garage to the existing home and sees no reason why it cannot be approved. Lucchesi also noted his appreciation for the changes.

A MOTION was made by Member Lucchesi and seconded by Member Plywacz to recommend to the Village Board that this request for variation be granted.

Ayes: Members Dombrowski, Shoemaker, Price, Davis, Lucchesi, Plywacz

Nays: Chairman Martin

Motion passed.

V. PUBLIC COMMENT

Margie Cekander

- A. She is concerned regarding the language found in the February 8, 2024, newsletter advising the public of the continuation of the zoning amendments, as she feels its false and misleading.

- B. She discussed her concern with learning more information about the zoning amendment changes that are published on the website and how she feels that details of these conversations should be more wide-spread than just the Village newsletter, the Village website, social media, and the Wednesday Journal publication.

VI. NEXT MEETING

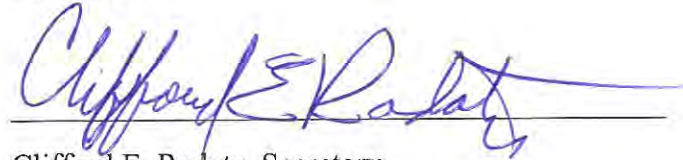
Next meeting is scheduled for March 14, 2024.

VII. ADJOURNMENT

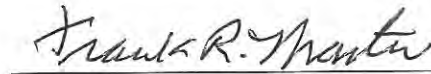
A Motion was made by Member Davis to dismiss the meeting, seconded by Member Lucchesi to adjourn. A unanimous voice vote passed the motion.

Meeting Adjourned at 7:48 p.m.

Submitted:



Clifford E. Radatz, Secretary



Frank Martin, Chairman
Zoning Board of Appeals

Date: 3/14/2024



MEMORANDUM

DATE: February 2, 2024

TO: Zoning Board of Appeals

FROM: Clifford E. Radatz *ceR*
Building Official

SUBJECT: Reconsideration of Variation Request – 214 Gale Avenue

At the Village Board of Trustees meeting on January 22, 2014, the Village Board directed applicants Kristin and Shawn Vogen, owners of the property at 214 Gale Avenue, to submit revised plans to the Zoning Board of Appeals for reconsideration.

The changes to the plans include a reduction of the proposed height of the building from 25'-9" to 23'-7½", and removing the bathroom from the proposed second floor.

Section 10-9-6 of the Zoning Code, (10-8-6-A), limits accessory structures to 1½ stories and eighteen feet in height.

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 10-9-6 of the Zoning Code at 214 Gale Avenue.

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

River Forest Zoning Board of Appeals
February 8, 2024
Shawn and Kristin Vogen
Request for variance at 214 Gale Ave

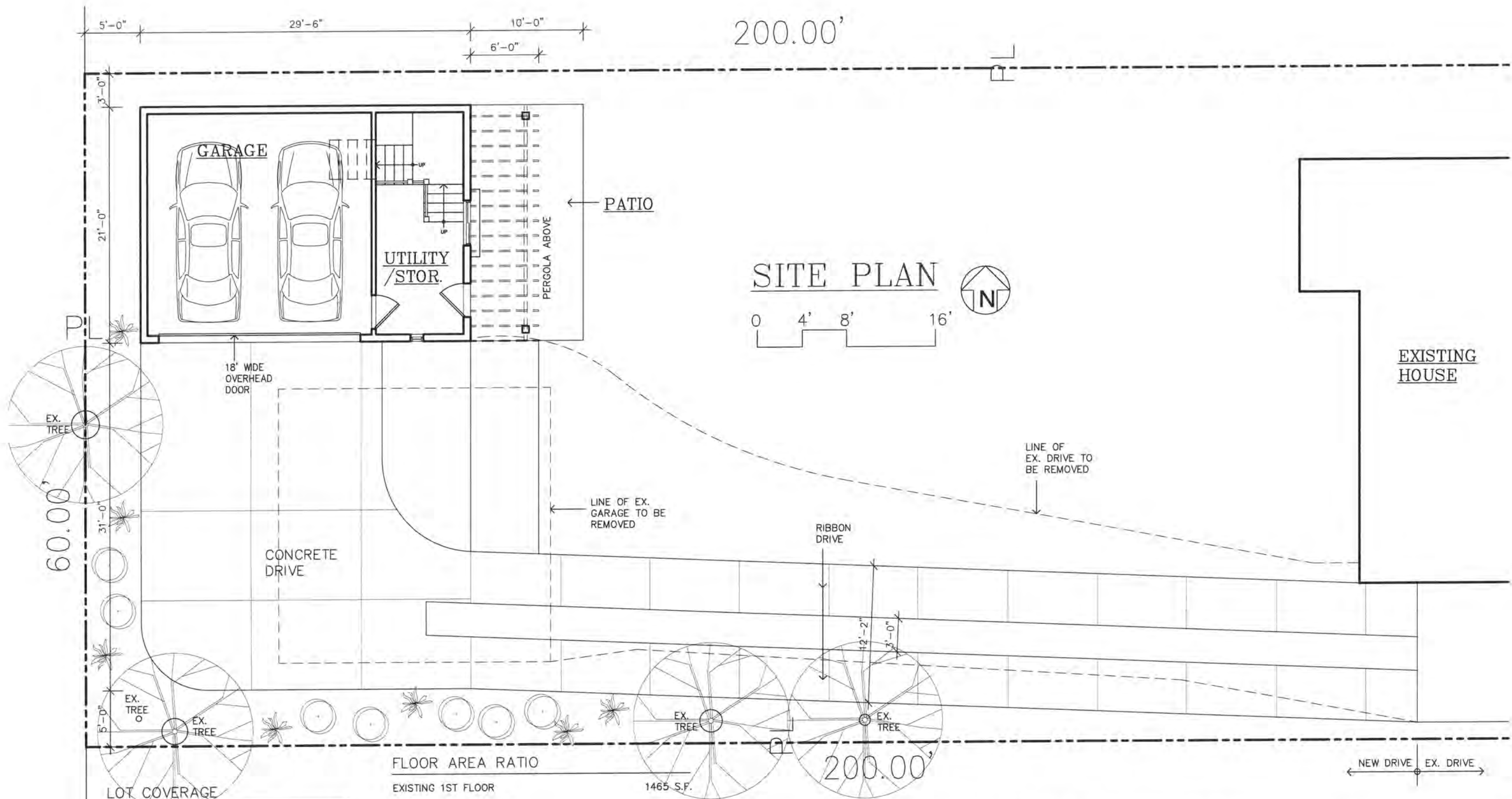
Members of the River Forest Zoning Board of Appeals:

Thank you for reviewing and considering our revised request for a variation from applicable code section 10-8-6 A, Height Regulations for Single-Family Residential District. The Code requirement states that the height of an accessory structure (garage) shall not exceed 18' in height or one and one-half stories, whichever is less. We request a proposed variation of 23' - 5.5" in height.

We respectfully present to you a revised architectural drawing complying with our revised requested variation. The changes:

- Initial request of 25' - 9" was reduced to 23' - 5.5" by altering the following:
 - Reducing the depth of the garage to 21' - the minimum possible to accommodate most car sizes;
 - Reducing the height of the walls of the garage structure, while retaining the architectural significance of the design;
- What hasn't changed:
 - The pitch of the gambrel roof design required to mimic the structure of our historically significant 1895 home
 - The ribbon drive and permeable pavers to reduce the hardscape
 - Adding to the design the previously planned trees and vegetation that will aid privacy and maintain the natural beauty of our community

While not part of the variation request, we have removed plans for a bathroom. The west facing windows begin at a height sufficiently taller than a person, while allowing a more appealing exterior view for neighbors.



LOT COVERAGE

EXISTING STRUCTURE TO REMAIN	1758.04 SF
PROPOSED GARAGE	619.5 S.F.
TOTAL	2377.54 S.F.
SITE	12,000.0 SF
LOT COVERAGE (30% MAX.)	19.8%
REAR YARD LOT COVERAGE	
REAR YARD = 60' X 108.5' = 6510 S.F.	
619.5 S.F. / 6510 S.F. = 9.5% COVERAGE	
(30% IS MAX.)	

FLOOR AREA RATIO

EXISTING 1ST FLOOR	1465 S.F.
EXISTING SECOND FLOOR	1102 S.F.
EXISTING THIRD FLOOR	579 S.F.
ATTIC (7' CLG. HT. OR GREATER)	0 S.F.
COACH HOUSE	619.5 S.F.
DETACHED GARAGE (GARAGE AREA OF 441.4 SF LESS 500 SF)	0 S.F.
TOTAL	3765.5 S.F.
SITE	12,000 S.F.
FLOOR AREA RATIO (0.4 MAX.)	.313

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A1	SITE PLAN
A2	1ST FLOOR PLAN
A3	2ND FLOOR PLAN AND SECTION
A4	ELEVATIONS
A5	ELEVATIONS

DAVID MURIELLO ARCHITECT

635 N. LOMBARD AVENUE
CHICAGO, ILLINOIS 60602
708.386.8090

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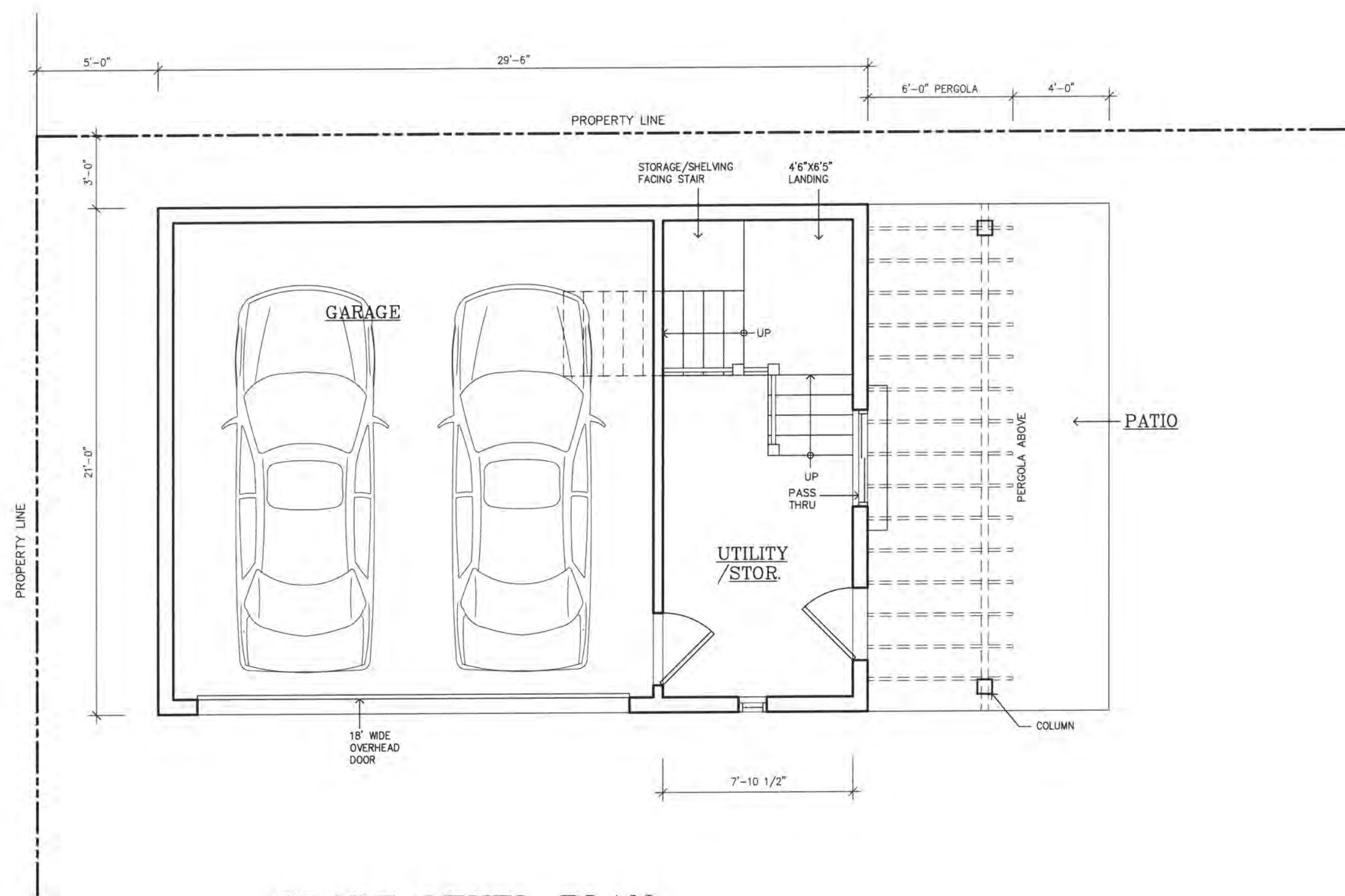
9.26.23
10.24.23
1.31.24

PROJECT:
VOGEN RESIDENCE
DETACHED GARAGE
214 GALE AV.
RIVER FOREST, IL.

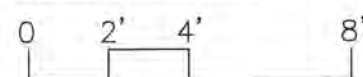
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DRAWN BY: DM
FILE NAME: VOGEN-SITE

SITE PLAN

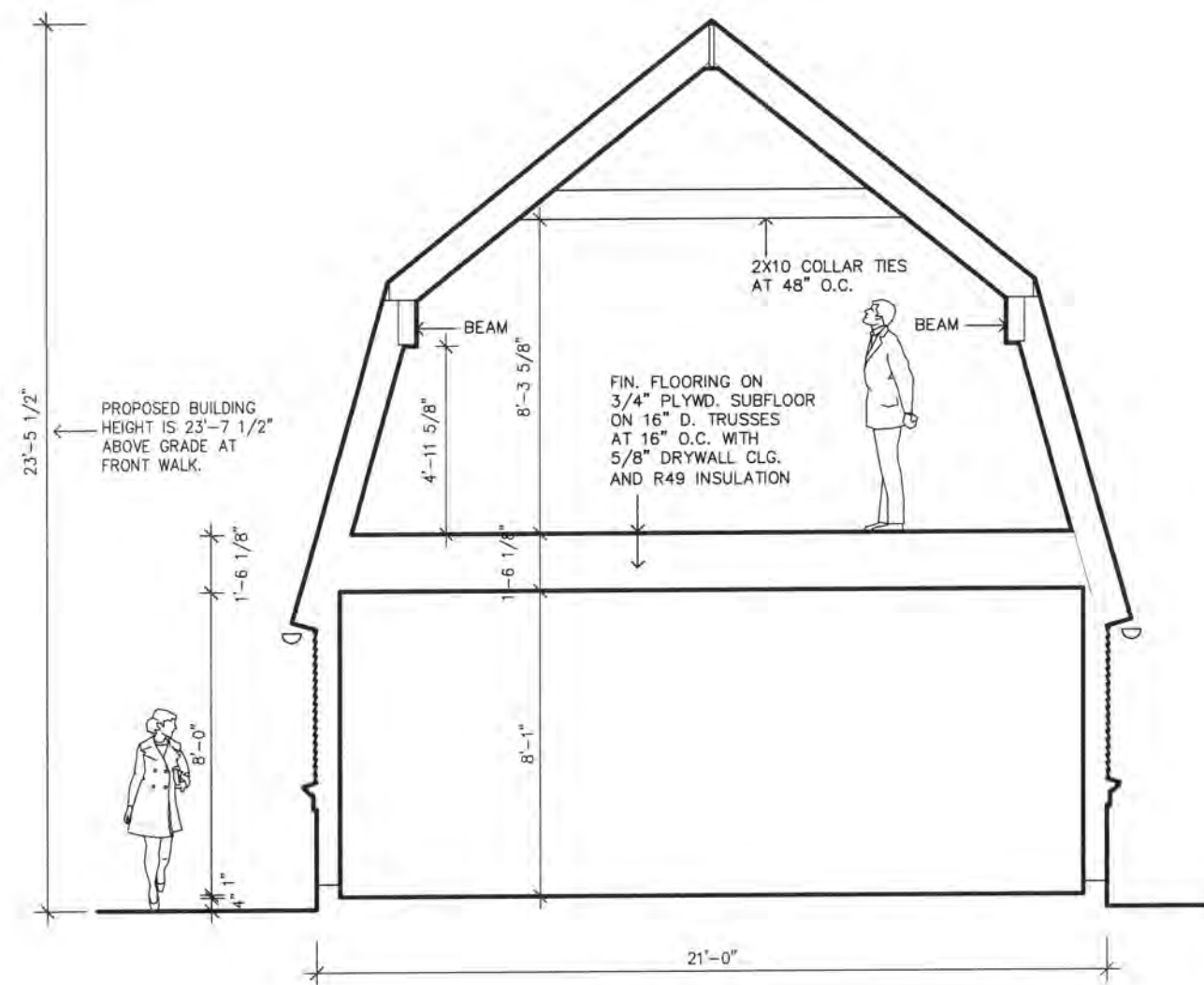
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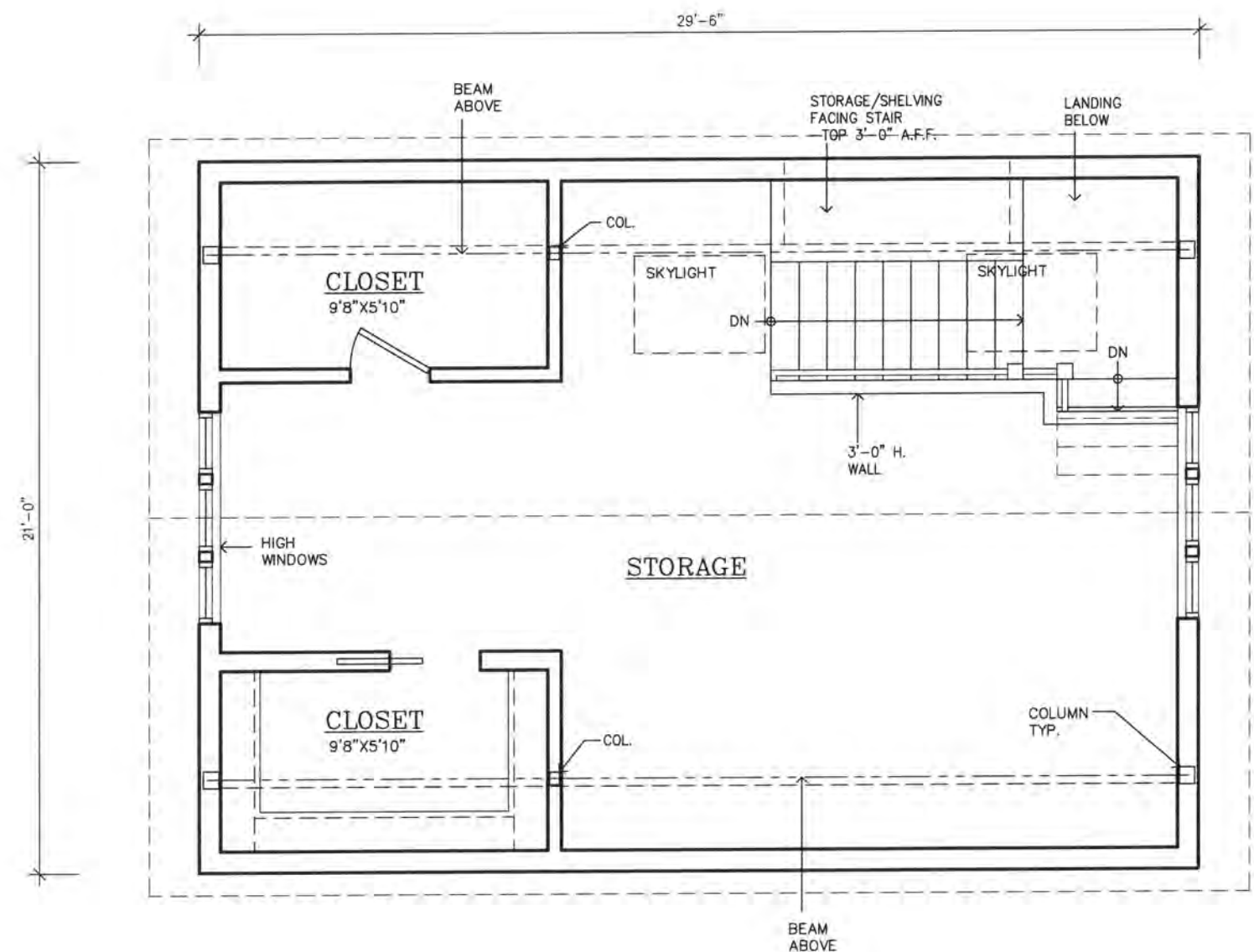
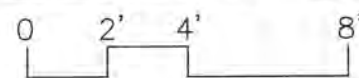
GRADE LEVEL PLAN



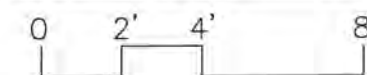
◦ DAVID ◦ MURIELLO ARCHITECT ◦ 435 N. LOMBARD AVENUE ◦ ◦ OAK PARK, ILLINOIS 60302 ◦ ◦ 708.396.8030 ◦	© COPYRIGHT 2023 DAVID J. MURIELLO		PROJECT: <u>VOGEN RESIDENCE</u> <u>DETACHED GARAGE</u> <u>214 GALE AV.</u> <u>RIVER FOREST, IL</u> PROJECT NUMBER: 5029 DRAWN BY: DM FILE NAME: VOGEN-PLANS-2023	<u>FLOOR PLAN</u> A2
	9.26.23 10.24.23 1.31.24			
	PRELIMINARY NOT FOR CONSTRUCTION REVISIONS REQUIRED		SHEET 2 OF 5	



SECTION LOOKING WEST

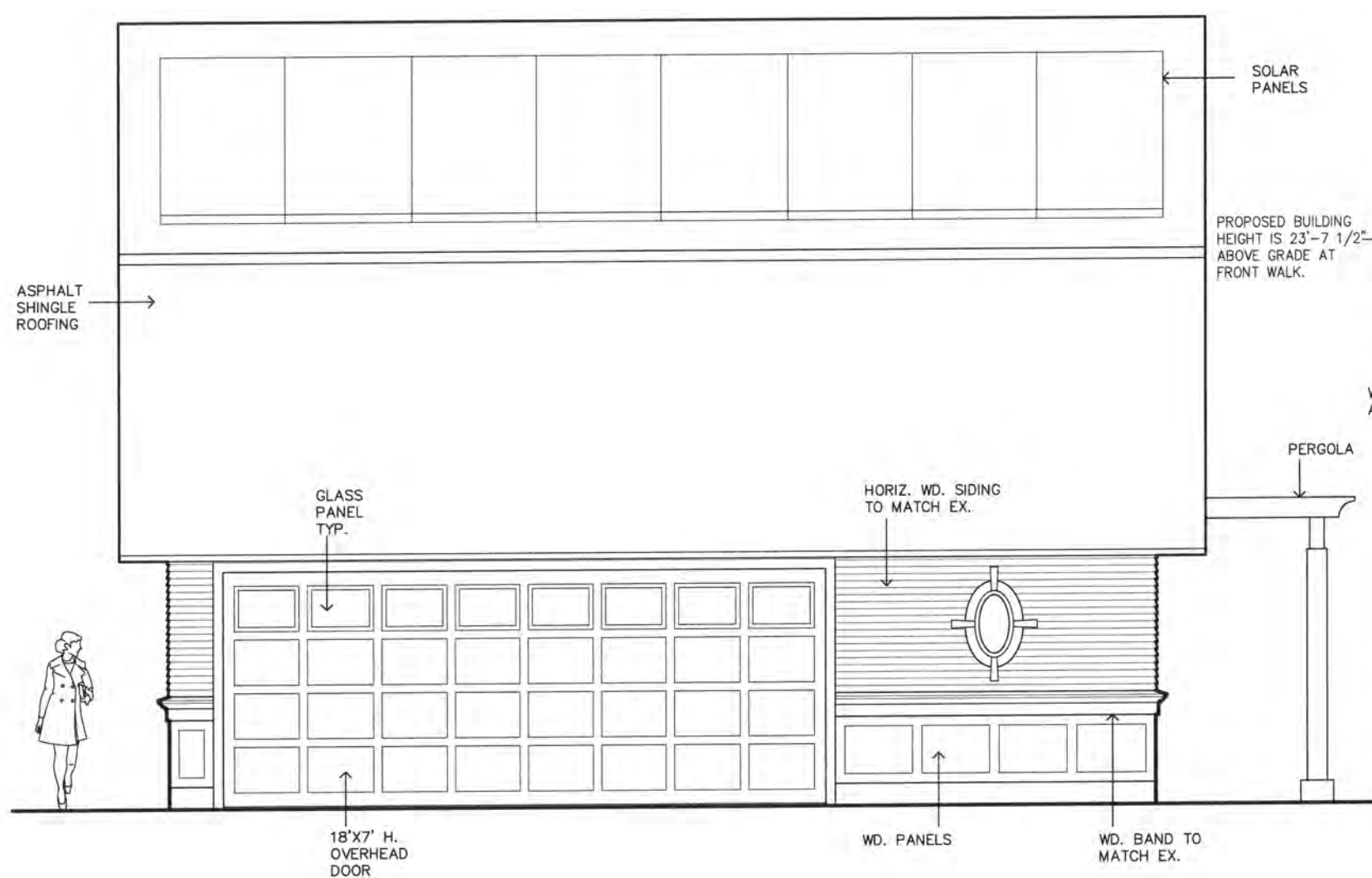


SECOND FLOOR PLAN

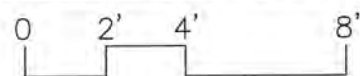


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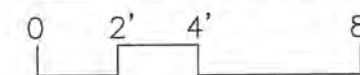
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NOT FOR CONSTRUCTION
REVISIONS REQUIRED

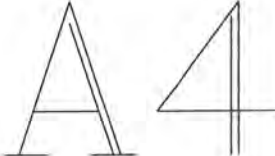


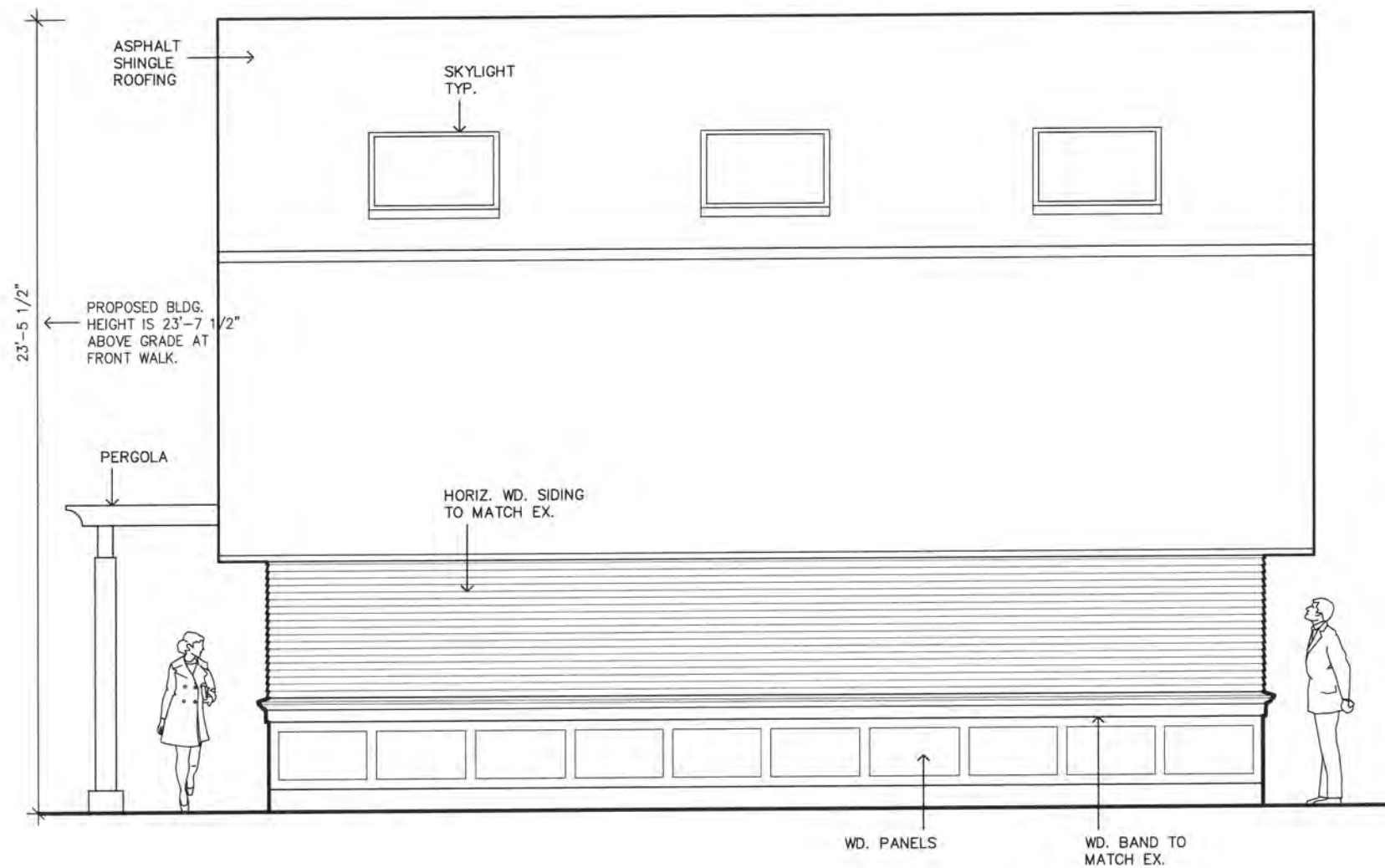
SOUTH ELEVATION



EAST ELEVATION

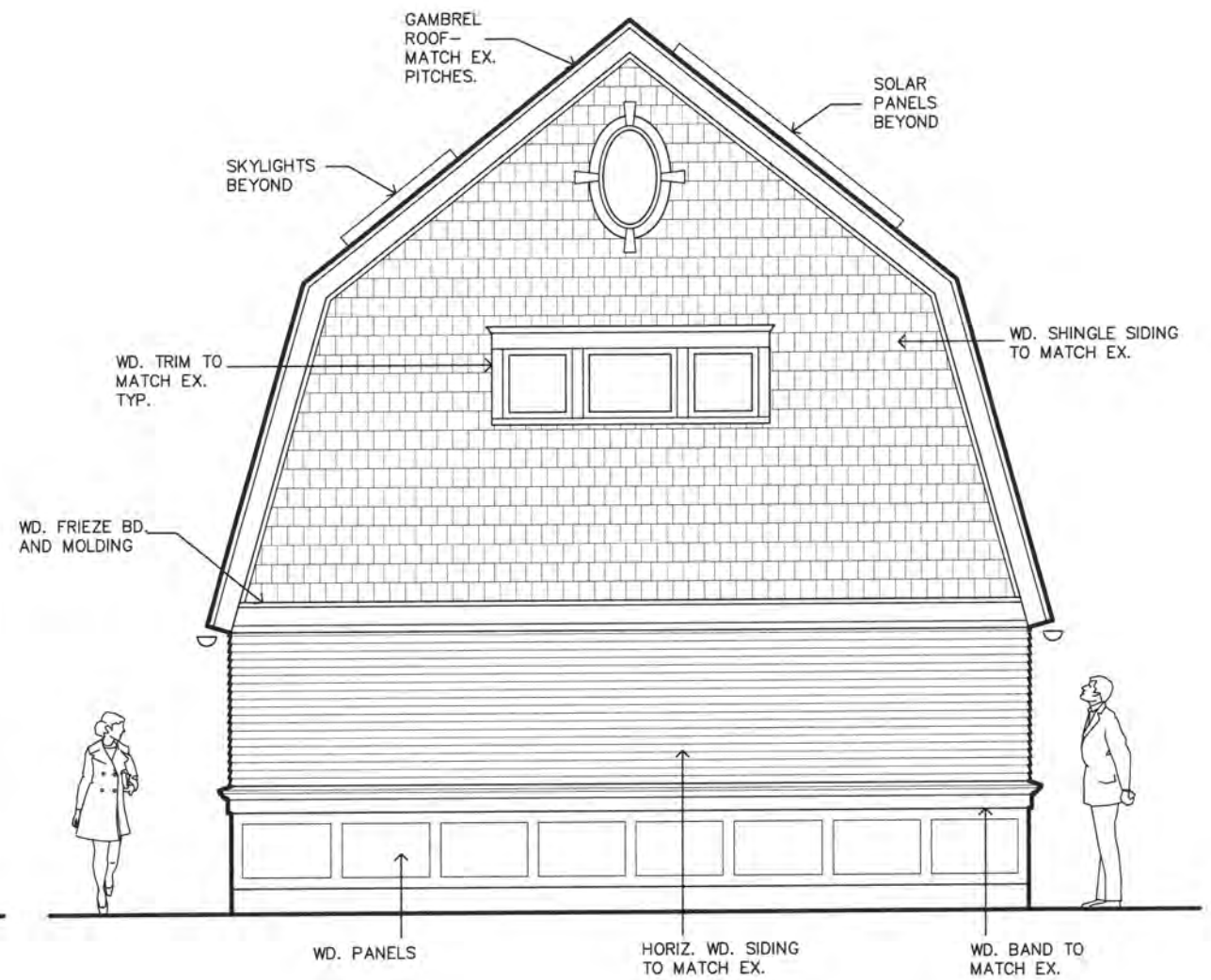


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	9.26.23			
	10.24.23			
	1.31.24			



NORTH ELEVATION

0 2' 4' 8'



WEST ELEVATION

0 2' 4' 8'

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PRELIMINARY
NOT FOR CONSTRUCTION
REVISIONS REQUIRED