



# VILLAGE OF RIVER FOREST REGULAR VILLAGE BOARD MEETING

Monday May 14, 2018 – 7:00 PM  
Village Hall – 400 Park Avenue – River Forest, IL 60305  
Community Room

## AGENDA

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Citizen Comments
4. Elected Official Comments & Announcements
5. Consent Agenda
  - a. Regular Village Board Meeting Minutes – April 23, 2018
  - b. Executive Session Meeting Minutes – April 23, 2018
  - c. Right-of-Way License Encroachment Waiver and License Agreement for an Irrigation System Located at 1102 Franklin Avenue
  - d. Waiver of Formal Bid and Award of Contract to KLOA, Inc. for Traffic Signal Engineering Services for Signal Modifications at Thatcher & Chicago and Thatcher & Lake for a not-to-exceed cost of \$27,000
  - e. Award of Bid and Contract for the 2018 Water Main Improvements to Cerniglia Company for \$274,640
  - f. Waiver for Formal Bid and Award of Contract for the 2018 Water Main Improvement Construction Engineering Services to Christopher B. Burke Engineering, Ltd. for a not-to-exceed cost of \$35,066
  - g. Award of Bid and Contract for 2018 Pavement Preservation to Denler, Inc. for \$43,760
  - h. Award of Bid and Contract for 2018 Sewer Lining Project to Kenny Construction for \$171,439
  - i. Intergovernmental Agreement with the Metropolitan Water Reclamation District (MWRD) for Partial Funding for the Gale Street Alley Reconstruction
  - j. FY2018 Budget Amendment – Ordinance
  - k. Monthly Department Reports
  - l. Monthly Performance Measurement Report
  - m. Village Administrator's Report
6. Consent Items For Separate Consideration
7. Recommendations of Boards, Commissions and Committees
  - a. Sustainability Commission – Update on Recycling Extravaganza and 2018 Green Block Parties
  - b. Finance & Administration Committee – Update of Public Safety Funding Policies
8. Unfinished Business
9. New Business
  - a. An Ordinance calling for a public hearing and a joint review board meeting to consider the designation of a redevelopment project area and the approval of a redevelopment plan and project for the Village of River Forest (North Avenue Tax Increment Financing District) – Ordinance
  - b. Authorization of Two Police Officer Pre-Hires
10. Executive Session
11. Adjournment

**VILLAGE OF RIVER FOREST**  
**REGULAR MEETING OF THE BOARD OF TRUSTEES MINUTES**  
**April 23, 2018**

A regular meeting of the Village of River Forest Board of Trustees was held on Monday, April 23, 2018 at 7:00 p.m. in the Community Room of Village Hall, 400 Park Avenue, River Forest, IL.

**1. CALL TO ORDER/ROLL CALL**

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

Present: President Adduci, Trustees Cargie, Conti, Vazquez, Henek, and Gibbs  
Absent: Trustee Corsini  
Also Present: Village Clerk Kathleen Brand-White, Village Administrator Eric Palm, Assistant Village Administrator Lisa Scheiner, Police Chief James O'Shea, Fire Chief Kurt Bohlmann, Finance Director Joan Rock, Public Works Director John Anderson, Management Analyst Jon Pape, Village Attorney Greg Smith

**2. PLEDGE OF ALLEGIANCE**

President Adduci led the pledge of allegiance.

**3. CITIZENS COMMENTS**

None.

**4. ELECTED OFFICIALS COMMENTS AND ANNOUNCEMENTS**

Trustee Gibbs commented on the passing of former First Lady Barbara Bush. He also commented on the passing of River Forest resident Bill Darley and thanked the Fire Department for bringing a Darley fire truck to the services.

Trustee Henek stated that she attended the Visioning Workshop and commended the Sustainability Commission and volunteers for the Earth Day events.

Trustee Conti echoed Trustee Gibbs in thanking the Fire Department for bringing the Darley fire truck to the services.

Village Clerk Brand-White shared a story about her daughter getting a flat tire on Thatcher and praised Officer Liliana Balaguer for her professionalism and assistance.

Trustee Vazquez stated that he attended the Imagine Work Group community engagement session. He discussed upcoming events and encouraged attendance. He reminded all in attendance of the North Avenue TIF meeting that is schedule on April 24<sup>th</sup> at Willard Elementary School at 7 p.m. He also reminded attendees about the Community Crime Prevention Meeting on April 25 at 6 p.m.

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President Adduci reported that she attended the Comprehensive Plan Visioning Workshop. She said she also attended the Recycling Extravaganza and commended the Sustainability Commission for a successful event. She also thanked the Fire Department for what they did for the Darley family and thanked Trustee Gibbs for suggesting the gesture. President Adduci read a letter from Cook County Commissioner Pete Silvestri regarding the Silver Star program honoring military veterans. The letter asked for the Village's assistance in identifying nominees. President Adduci announced the retirement events in honor of Concordia University's Vice President for Administration, Dennis Witte.

## 5. CONSENT AGENDA

- a. Regular Village Board Meeting Minutes – April 9, 2018
- b. Committee of the Whole Minutes – April 9, 2018
- c. Authorization to Dispose of Surplus Property – 2009 Ford Crown Victoria Police Vehicle - Ordinance
- d. Waiver of Formal Bid Procedures and Authorize Purchase of Two Dell Poweredge Servers from SHI, Inc. for \$27,917.42
- e. Award of Bid & Contract for the 2018 Curb & Sidewalk Replacement Program to Strada Construction for \$57,000.00
- f. Award of Bid & Contract for the 2018 Street Patching Program to Chicagoland Paving Contractors for \$49,960.00
- g. Award of Bid & Contract for the 2018 Street Improvement Project to Chicagoland Paving Contractors for \$364,900.00
- h. Waiver of Formal Bid and Award of Contract for Construction Engineering Services for Chicago Avenue Resurfacing Project & Approve Construction Engineering Services Agreement for Federal Participation with IDOT
- i. Intergovernmental Agreement with the Village of Oak Park for Mutual Aid Fire Protection
- j. Approval of FY 2019 Compensation Plan – Ordinance
- k. Amend Title 7, Chapter 1, Section 8 of the Village Code – Ambulance Fees – Ordinance
- l. Amend Title 5, Chapter 10 – Water and Sewer Rate – Ordinance
- m. Authorization to Pay Accela, Inc. for Springbrook Annual Maintenance Fee in the Amount of \$23,734.65
- n. Monthly Financial Report – March 2018
- o. Accounts Payable – March 2018 - \$1,303,378.24
- p. Village Administrator's Report

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

Roll call:

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

Absent: Trustee Corsini

Nays: None

Motion Passes.

## **6. CONSENT AGENDA ITEMS REQUIRING SEPARATE CONSIDERATION**

- a. Invoices from the Economic Development Fund (\$14,486.74), Madison Street TIF Fund (\$387.50) and North Avenue TIF Fund (\$7,662.50)

Trustee Gibbs made a motion, seconded by Trustee Henek, to approve invoices from the Economic Development Fund for (\$14,486.74), Madison Street TIF Fund (\$387.50) and North Avenue TIF Fund (\$7,662.50)

Trustee Vazquez noted that he would be recusing himself from the vote due to common law conflict of interest and asked that the Clerk not call him for a vote.

Roll call:

Ayes: Trustees Conti, Henek, Cargie, Gibbs

Absent: Trustee Corsini

Nays: None

Motion Passes.

## **7. RECOMMENDATIONS OF BOARDS, COMMITTEES AND COMMISSIONS**

None.

## **8. UNFINISHED BUSINESS**

- a. Approval of the Annual Operating & Capital Budget for Fiscal Year 2019 – Ordinance

Trustee Henek made a motion, seconded by Trustee Gibbs, to pass an Ordinance adopting the Annual Budget for the fiscal year commencing on the 1st day of May, 2018 and ending on the 30th day of April, 2019 for the Village of River Forest, Illinois.

President Adduci thanked the Village Administrator and Finance Director Joan Rock for their excellent work and noted that the budget is balanced.

Roll call:

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

Absent: Trustee Corsini

Nays: None

Motion Passes.

- b. Approval of Budget Amendment #1 for Fiscal Year 2019 – Ordinance

Trustee Conti made a motion, seconded by Trustee Vazquez, to pass an Ordinance amending the Annual Budget for corporate purposes for the fiscal year commencing on the 1st day of May 2018 and ending on the 30th day of April 2019 for the Village of River Forest, Illinois.

Village Administrator Palm stated this is a request from the Historic Preservation Commission for some additional funds.

Roll call:

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

Absent: Trustee Corsini

Nays: None

Motion Passes.

## 9. NEW BUSINESS

- a. Amending Resolution 18-07 Authorizing a Real Estate Purchase and Sales Contract at 10 Lathrop Avenue, River Forest, Illinois – Ordinance

Trustee Gibbs made a motion, seconded by Trustee Conti, to pass an Ordinance to approve amending Resolution 18-07 authorizing a Real Estate Purchase and Sales Contract at 10 Lathrop Avenue, River Forest, Illinois.

President Adduci noted this purchase was discussed at the last regular Board meeting.

Trustee Vazquez noted that he would be recusing himself from the vote due to common law conflict of interest and asked that the Clerk not call him for a vote.

Roll call:

Ayes: Trustees Cargie, Conti, Henek, and Gibbs

Absent: Trustee Corsini

Nays: None

Motion Passes.

- b. Intergovernmental Agreement Regarding a Feasibility Study of the Potential Rehabilitation, Renovation and/or Redevelopment of the River Forest Civic Center Authority Building

Trustee Conti made a motion, seconded by Trustee Henek, to approve an Intergovernmental Agreement regarding a feasibility study of the potential rehabilitation, renovation and/or redevelopment of the River Forest Civic Center Authority Building subject to final approval by the village attorney.

President Adduci stated she is pleased that the other taxing bodies are interested in talking about a feasibility study and looks forward to a great collaboration effort. She commended Village Administrator Palm for his efforts.

Trustee Cargie stated that he is troubled by the fact that the Village is paying for something that will benefit a non-taxing body. Trustee Gibbs concurred with Trustee Cargie and added that other taxing bodies ---should pay proportionately. President Adduci agreed with the logic but noted that because this is located in a TIF District it can be funded in a different way. Trustee Cargie stated that he is not suggesting that is not legal but it is not an appropriate use of TIF funds in his view. President Adduci stated she believes it is appropriate to conduct a feasibility study as well as other things that will benefit the entire community.

Trustee Gibbs stated he looks at the property as a keystone of the TIF district and looks at this as an opportunity to collaborate with other groups to achieve the best use of the property. He said he is not looking at this as a sports complex. He indicated the community center could be a place to hold meetings too large for Village Hall as well as function in a great many ways to service the Village. President Adduci concurred that it will be more than a recreational facility and will be a true community center.

In response to Trustee Cargie's comment, Village Administrator Palm noted that this is unique in that a non-for-profit is in the mix and that had not prohibited the Village in the past from engaging in intergovernmental agreements. He emphasized that this is good first step but there will be many other steps to take. He stated that a contract with a consultant to conduct a feasibility study will come back to the Village Board for approval.

Trustee Henek stated she sees the value in the study but is concerned about the costs.

President Adduci reminded the trustees that the TIF Funds are all the taxing bodies' funds and that is why it is an appropriate use of them. She said she believes the timing is right for this discussion.

Trustee Conti stated the Village should be excited about the proposition that this is a possibility and it is something residents have never had. She said it could provide long term benefits.

President Adduci noted that the non-profit group has partnered with the Township, it has been housed in the community center for several years, and it would not be appropriate to exclude them.

Trustee Vazquez noted that he would be recusing himself from the vote due to common law conflict of interest and asked that the Clerk not call him for a vote.

Roll call:

Ayes: Trustees Conti, Henek, Gibbs and President Adduci

Absent: Trustee Corsini

Nays: Trustee Cargie

Motion Passes.

## **10. EXECUTIVE SESSION**

At 7:30 p.m., Trustee Gibbs made a motion, seconded by Trustee Henek, to adjourn to Executive Session for the purpose of litigation involving the Village that is pending, probable, and/or imminent and property acquisition.

Roll call:

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

Absent: Trustee Corsini

Nays: None

Motion Passes.

Trustee Gibbs made a motion, seconded by Trustee Cargie, to return to the regular session of the Village Board of Trustees meeting at 7:37 p.m.

Roll call:

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

Absent: Trustee Corsini

Nays: None

Motion Passes.

In response to a question from Trustee Gibbs, Village Administrator Palm provided a status update on the planned development application at Lake and Lathrop. Assistant Village Administrator Scheiner added that once the application gets through technical review the next step is to schedule a public hearing. In response to a question from President Adduci, Village Administrator Palm stated there are June 1<sup>st</sup> and August 1<sup>st</sup> trigger dates and he has scheduled a meeting with the developers to determine if they intend to move forward. President Adduci noted they are remodeling the sales office.

In response to a question from Trustee Conti, Village President Adduci stated she has not seen anything concerning a petition regarding the proposed height of the building. She noted that there have been posts on Facebook and emails are going around but the information is not correct. Village Administrator Palm stated Staff would encourage residents to review the application in its entirety once it gets posted. He noted that feedback is welcome but asked that people reserve comments until after they have reviewed the document.

In response to a question from Trustee Cargie, Assistant Village Administrator Scheiner stated that she believes five of the 29 townhomes at Hines (The Promenade) have sold.

In response to a question from President Adduci, Village Administrator Palm there are two resident meetings scheduled for Chicago & Harlem and 400 Ashland Avenue and both applications are moving forward. In response to a question from Trustee Cargie, Village Administrator Palm stated the developers of the Chicago & Harlem project are under contract with the bank. He said that they have had positive interactions with the homeowners and are going forward assuming both of those homes are in the project. In response to a question from Trustee Cargie, Village Administrator Palm stated if both of the homes were not acquired there would probably have to be an amendment.

Trustee Gibbs discussed the construction on the railroad crossing on First Avenue south of Lake Street and the lack of detour signage. President Adduci stated Chief O'Shea has some suggestions in regard to additional signage. In response to a comment made by Trustee Gibbs, Village Administrator Palm stated both message trailers are being utilized for the construction traffic. He added that there is additional police presence in regard to traffic control and officers have been issuing citations to drivers ignoring the signs that have been put up. He noted that the construction is in response to resident complaints regarding freight trains idling. He said Staff is attempting to stay ahead of the issues as much as possible. Trustee Gibbs discussed the lack of signage warning trucks that cannot fit under the viaduct and said signs should be posted directing trucks to an alternate route.

**11. ADJOURNMENT**

Trustee Cargie made a motion seconded by Trustee Gibbs, to adjourn the regular Village Board of Trustees Meeting at 8:03 p.m. The motion passed by voice vote.

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Kathleen Brand-White, Village Clerk





Village of River Forest  
**Village Administrator's Office**

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

## MEMORANDUM

Date: May 8, 2018

To: Catherine Adduci, Village President  
Village Board of Trustees

From: Lisa Scheiner, Assistant Village Administrator

Subj: License Agreement with Property Owner at 1102 Franklin Avenue for a Lawn  
Sprinkler System in the Public Right-of-Way

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### Issue

The Property Owner of 1102 Franklin Avenue, Peter Philippi, would like to install a lawn irrigation system with certain components in the Village right-of-way and needs permission from the Village Board of Trustees to do so.

### Analysis

The Village Code does not permit obstructions nor does it allow homeowners to install anything in the public right-of-way, unless permission is granted by the Village typically through an agreement. The attached agreement is the standard document that is utilized by the Village for these matters.

The placement of an irrigation system within the public right-of-way is common throughout the Village. The typical installation includes a row of sprinkler heads along the private side of the sidewalk and another row of heads along the public side of the sidewalk and/or the back of the curb. While this is fairly common throughout the Village, it does pose challenges for capital improvement projects that involve excavation within the right-of-way and residents can incur damage to the system when the work occurs. Bills for repairs to the system are then forwarded to Village Staff for reimbursement.

In an effort to minimize Village expenses for private infrastructure within the public right-of-way, Staff has developed a policy that all irrigation systems that are proposed for installation within the public right-of-way should require a Right-of-Way Encroachment Waiver and Agreement as a condition of permit approval. This will help avoid future damage to irrigation systems by allowing the Village to document the existence of these systems. This is similar to

the process followed for any other private infrastructure proposed within public space (e.g. in-pavement heating elements, fences, decorative light pole).

**Recommendation**

Authorize the Village Administrator to execute a right-of-way encroachment waiver and agreement for an irrigation system in the public right-of-way with the property owner at 1102 Franklin Avenue.

**Attachment**

License Agreement with Property Owner at 1102 Franklin Avenue for a Lawn Sprinkler System in the Public Right-of-Way

**THIS DOCUMENT WAS PREPARED  
BY, AND AFTER RECORDING  
RETURN TO:**

Klein Thorpe & Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, IL 60606  
Gregory T. Smith

[The above space for recording purposes]

**RIGHT-OF-WAY ENCROACHMENT WAIVER AND AGREEMENT**

I/We, Blue Gold, as owner [of American National (insert business name)] represent that Peter Phillip is the legal owner ("Legal Owner") of real property commonly known as:

1102 Franklin Ave, River Forest, Illinois 60305  
(the "Benefitted Property").

PIN(S) #: 15-01-303-011-0000  
(Survey of property containing legal description of said Benefitted Property is attached and made a part hereof as "EXHIBIT A")

Legal Owner is undertaking the following Project at the above stated Benefitted Property and on adjacent Public Right-of-Way that will encroach on the Public Right-of-Way:

Project: Installation System

I/We, on behalf of Legal Owner, understand that the Village of River Forest Village Code does not permit any obstructions in the Public Right-of-Way and does not allow for the placement of water service system (the "Encroachment") within the Public Right-of-Way for the purpose of water installation.

I/We agree, on behalf of Legal Owner, that the Encroachment placed by Legal Owner or an agent for the benefit of the Benefitted Property owned by the Legal Owner, and which encroach upon the Public Right-of-Way at the above address, will be the responsibility of the Legal Owner to maintain, repair, and replace if necessary, due to any damage by the Village or other public agencies for whatever reason, including but not limited to excavation in the Public Right-of-Way by the Village for the purposes of repairing a water main break, installation or replacement of a water main or other utilities, replacement or reconstruction of the street, or due to normal wear and tear.

I/We further agree, on behalf of Legal Owner, that any work to be performed on or underneath the Public Right-of-Way shall be in a good and workmanlike manner and in accordance with all applicable federal, state, and county laws and regulations and the Village codes, ordinances, and regulations.

I/We further agree, on behalf of Legal Owner, that the Legal Owner shall be responsible for any and all costs of restoring any disturbances of the Public Right-of-Way caused by its installation and use of the Encroachment in the Public Right-of-Way, and any and all repairs or damage to the Public Right-of-Way arising from the misuse or damage to same by it, or its officers, agents, employees, contractors, subcontractors, successors, and assigns, to the reasonable satisfaction of the Village. Upon completion of installation or any subsequent repair or maintenance, the Legal Owner shall return the Public Right-of-Way to good order, condition and repair. In the event the Legal Owner fails, in a timely manner, to restore any disturbances or make any and all repairs of the Public Right-of-Way as set forth above, the Village may make such restoration or repairs. In the event the Village makes such restorations or repairs, the Legal Owner agrees to pay the costs of such restoration or repairs upon written demand, or the Village may remove the Encroachment and/or lien the Benefitted Property for the costs of such restoration or repair. Legal Owner waives all rights and claims of any kind against the Village arising out of the Village's restoration or repair of the Public Right-of-Way or removal of the Encroachment under this paragraph.

I/We further agree, on behalf of Legal Owner, that Legal Owner shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests, or other encumbrances to attach to or to be filed against title or ownership of the Public Right-of-Way. The Village retains the right to grant easements, licenses, or any other property interests in and to the Public Right-of-Way in which the Encroachment is located, as determined by the Village in the Village's sole discretion. This Agreement shall not limit or prohibit the Village from granting easements, licenses, or any other property interests in or to the Public Right-of-Way in which the Encroachment is located, as determined by the Village in the Village's sole discretion.

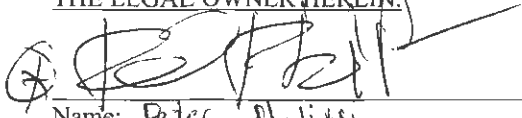
I/We further agree, on behalf of Legal Owner, that if the Village, in its sole discretion, determines that the Encroachment should be removed for any reason, or no reason, or that the further existence or use of the Encroachment in the Public Right-of-Way is, or will be, hazardous to the public or to the Public Right-of-Way, Legal Owner agrees to, upon written notice by the Village, make modifications or remove the Encroachment at the Legal Owner's sole expense. In the event the Legal Owner fails to make required modifications within a reasonable time frame, or if such modifications cannot be completed within said time frame, the Village may make the necessary modifications or remove the Encroachment. In the event the Village installs and/or makes the necessary modifications, Legal Owner agrees to pay the costs of such modifications or improvements upon written demand to the Village, or the Village may remove the Encroachment in its Public Right-Of-Way and/or lien the Benefitted Property for the costs of such modifications. Legal Owner waives all rights and claims of any kind against the Village arising out of the Village's modifications to the Encroachment or the Public Right-of-Way or removal of the Encroachment under this paragraph.

I/We, on behalf of the Legal Owner, also understand that as a condition of the Village of River Forest granting permission to utilize the Public Right-of-Way abutting the Benefitted Property for the aforesaid purposes, the Legal Owner covenants and agrees not to sue and to protect, indemnify, defend, and hold harmless the Village of River Forest, and its elected officials, employees, agents, volunteers, and attorneys against any and all claims, costs, actions, losses, demands, injuries and expenses of whatever nature, including, but not limited to attorneys' fees, related to this Agreement or such Encroachment being located in the Public Right-of-Way and/or from acts or omissions by the Legal Owner, its contractors, sub contractors, or agents or employees in maintaining the same and/or conjunction with the use of the Public Right-of-Way abutting the Benefitted Property for the aforesaid purposes.

I/We, on behalf of Legal Owner, understand that the terms and conditions contained herein apply uniquely to the Public Right-of-Way adjacent to the Benefitted Property at the above address as legally described in Exhibit A and it is the intent of myself and the Village to have the terms and conditions of this instrument run with the land and be binding on subsequent purchasers of the Benefitted Property.

This document shall be notarized and recorded with the Cook County Recorder of Deeds.

NOTE: THE UNDERSIGNED OFFICER(S) CERTIFY THAT HE/THEY HAVE THE AUTHORITY TO BIND THE LEGAL OWNER HEREIN.

  
Name: Peter Phillip

Name: \_\_\_\_\_

Date: 4/14/13

Date: \_\_\_\_\_

STATE OF ILLINOIS    )  
                                      ) SS  
COUNTY OF COOK    )

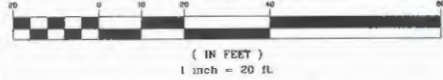
I, the undersigned, a Notary Public in Cook County, in the State of Illinois, do hereby certify that Peter Phillip, is/are personally known to me to be the Vegan Junkie and [of \_\_\_\_\_, a \_\_\_\_\_ Corporation (the "Corporation")], and are the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such \_\_\_\_\_ and \_\_\_\_\_, respectively[, of the Corporation, they signed and delivered this instrument and caused the seal of the Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of the Corporation,] and as their free and voluntary act, and as the free and voluntary act and deed of the Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14<sup>th</sup> day of April, 2013.

Notary Signature:  \_\_\_\_\_ [SEAL]



GRAPHIC SCALE



BASIS OF BEARINGS

BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM OF 1983, EAST ZONE, ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY REAL TIME KINEMATIC (RTK) GPS METHODS

FOUNDATION LOCATION SURVEY

SURVEYED AREA  
18,384 SQUARE FEET (0.422 ACRES ±)

LEGEND

- - - EX. PROPERTY LINE
- - - EX. BUILDING SETBACK LINE
- S.S.L. = BUILDING SETBACK LINE

SHEET  
1 OF  
1  
EAG:RFL01

BENCHMARKS

SOURCE BENCHMARK:  
NGS MONUMENT ME1661 BRASS DISK LOCATED 1.15 MILES EAST ALONG GRAND AVENUE FROM THE MAIN SCHOOL DISTRICT 84 AT FRANKLIN PARK, 0.5 MILES WEST OF THE RIVER GROVE SCHOOL, 36 FEET NORTH OF THE CENTERLINE OF GRAND AVENUE, 124 FEET EAST OF THE CENTERLINE OF RIVER ROAD, SET IN THE TOP ON THE NORTHEAST WING WALL OF A 160 FOOT CONCRETE HIGHWAY BRIDGE OVER THE DES PLAINES RIVER, AND ABOUT 0.5 FEET ABOVE THE LEVEL OF THE ROAD. ELEVATION=625.10 NAVD88

SITE BENCHMARK (BM) #1:  
PK NAIL IN THE NORTH FACE OF THE FIRST POWER POLE WEST OF FRANKLIN AVENUE ON THE SOUTH SIDE OF THOMAS STREET. ELEVATION=627.41 NAVD88

SITE BENCHMARK (BM) #2:  
CROSS CUT IN THE NORTHEAST BOLT ON THE HYDRANT AT THE SOUTHWEST CORNER OF FRANKLIN AVENUE AND THOMAS STREET. ELEVATION=629.26 NAVD88

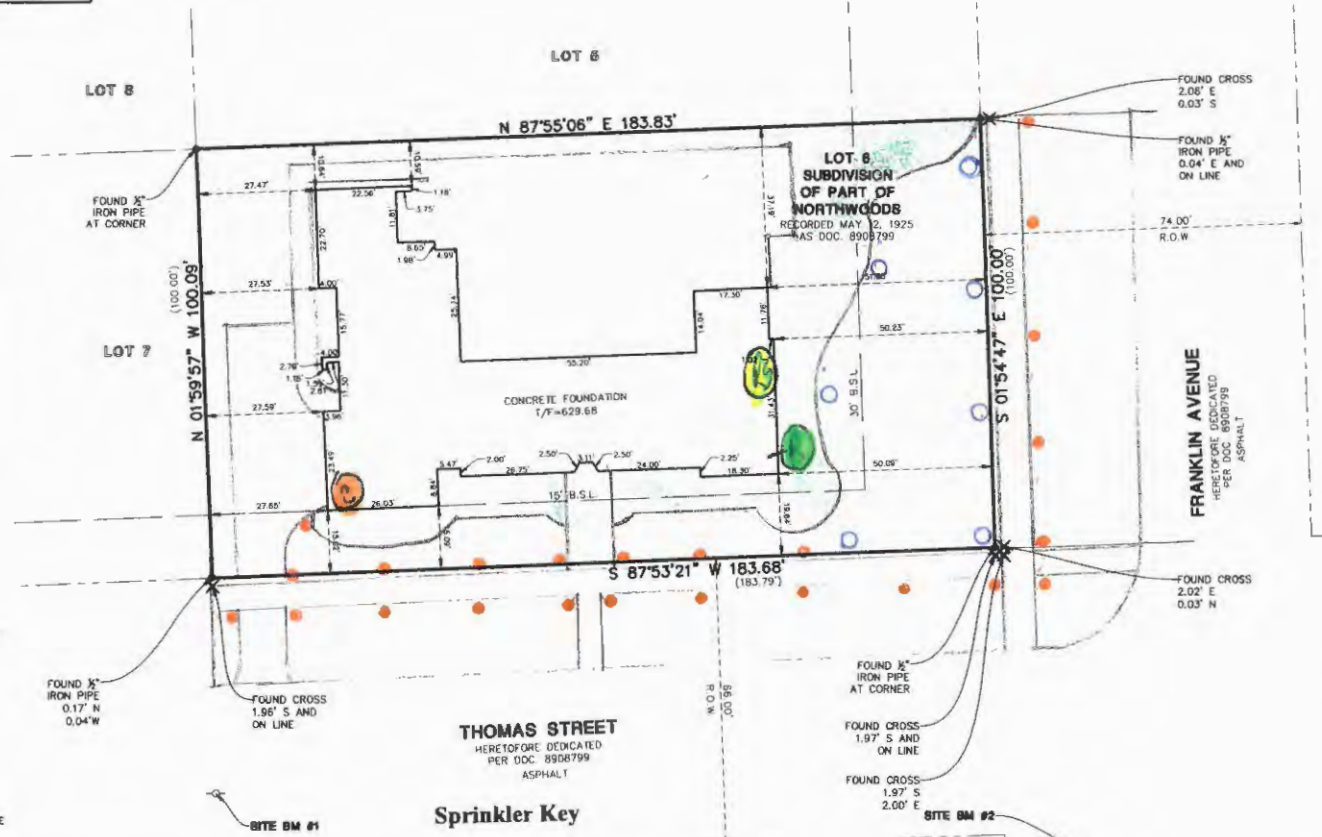
TOPOGRAPHIC FIELD WORK COMPLETED ON MAY 30, 2017

SURVEYOR'S NOTES:

- BUILDING DIMENSIONS AND TIES ARE SHOWN THE TO CONCRETE FOUNDATION.
- EXCEPT FOR THE CONCRETE FOUNDATION, VISIBLE IMPROVEMENTS ARE NOT SHOWN.
- THIS PLAT IS FOR FOUNDATION LOCATION ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION.

GENERAL NOTES:

- DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON. CURVED LINES ARE DENOTED WITH ARC LENGTHS UNLESS OTHERWISE NOTED.
- BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO DEPICTED ON THE RECORDED SUBDIVISION PLAT, REFER TO YOUR DEED OR CERTIFICATE OF TITLE FOR ADDITIONAL ENCUMBRANCES.
- COMPARE THE LEGAL DESCRIPTION ON THIS PLAT WITH YOUR DEED OR CERTIFICATE OF TITLE; IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.
- THIS SURVEY IS SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT. THERE MAY ALSO BE ADDITIONAL TERMS, POWERS, PROVISIONS AND LIMITATIONS CONTAINED IN AN ABSTRACT DEED, LOCAL ORDINANCES, DEEDS, TRUSTS, COVENANTS OR OTHER INSTRUMENTS OF RECORD. AT THE CLIENTS REQUEST, THE SURVEYOR HAS NOT REVIEWED ANY OF THE ABOVE DOCUMENTS.



THOMAS STREET  
HERETOFORE DEDICATED  
PER DOC. 8908799  
ASPHALT

Sprinkler Key

- Rain Bird 4" Mist
- O Hunter PGP Rotor
- - - 1" Polyethylene
- C Hunter Controller
- R.S. Rain Sensor

Plumbing Key

- o 1/2" boiler drain
- x 1" ball valve
- R Wilkins RPZ with air gap, "y" strainer unions for removal at the end of season.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPAGE )SS

I, SAMUEL J. PHILLIPS, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED HAS BEEN PREPARED FOR THE USES AND PURPOSES HEREIN SET FORTH.

LOT 8 IN THE SUBDIVISION OF PART OF NORTHWOODS BEING THE NORTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF, GIVEN UNDER MY HAND AND SEAL THIS 31ST DAY OF MAY, A.D. 2017.

*Samuel J. Phillips*  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3699  
LICENSE EXPIRES NOVEMBER 30, 2018  
DESIGN FIRM PROFESSIONAL LICENSE NO. 184003350  
LICENSE EXPIRES APRIL 30, 2019



1102 FRANKLIN AVENUE  
RIVER FOREST, ILLINOIS  
FOUNDATION LOCATION SURVEY

S.P.  
P.L.  
P.L.  
P.L.  
DATE: 05-31-17  
SCALE: 1"=50'

Manhard CONSULTING, INC.  
1700 Sycamore Drive, Lombard, IL 60148  
Tel: 630.261.8200 Fax: 630.261.8888  
www.manhardconsulting.com  
Professional Engineer - Water Resources Engineering - Water & Wastewater Engineering  
Professional Engineer - Electrical Engineering - Mechanical Engineering - Structural Engineering



## MEMORANDUM

**DATE:** May 14, 2018

**TO:** Eric J. Palm, Village Administrator

**FROM:** John Anderson, Director of Public Works

**SUBJECT:** Award of Contract – Traffic Signal Engineering Services

---

**Issue:** Staff is seeking the award of a contract for a Transportation Engineering Firm to assist the Village of River Forest regarding signal modifications at the intersections of Thatcher Avenue with Chicago Avenue and Lake Street. To that end, Staff has reached out to the engineering firm of Kenig, Lindgren, O’Hara, Aboona, Inc. (KLOA) to provide a proposal for this work. There is \$146,000 budgeted in the FY2019 capital improvement fund for the engineering and construction of these improvements.

**Analysis:** A Traffic Signal Evaluation was performed in FY2018 to determine if left turn arrow indicators were needed at the traffic signals in the Village where they are currently not in place. KLOA performed this evaluation and modifications were recommended at the intersections of Thatcher Avenue with Chicago Avenue and Lake Street. The accommodation of left-turn arrows at both intersections was outlined in the evaluation based on traffic volumes at peak times of the day. Both of these intersections are shared jurisdiction with IDOT and as such project coordination is required. The following improvements are anticipated at each intersection:

Lake Street at Thatcher Avenue: Traffic signal modifications, add left turn arrows for north and southbound traffic. This includes two new mast arms with foundations, pavement marking upgrades, traffic control and protection.

Chicago Avenue at Thatcher Avenue: Traffic signal modifications, add pedestrian crossings on north and west legs, add left turn arrows for east and westbound traffic, new ramps in the northwest corner, revise crosswalks to high visibility markings, traffic control and protection.

The scope of services in KLOA’s proposal includes intersection design studies (\$7,000), the traffic signal designs (\$13,000), bidding services for the proposed improvements (\$2,000), and construction observation services (\$5,000) for a total of \$27,000. As such, Staff recommends approval of the contract in the full amount of \$27,000.

**Recommendation:** Consider a Motion to approve an agreement with Kenig, Lindgren, O’Hara, Aboona, Inc. to perform Traffic Signal Engineering Services for signal modifications at the intersections of Thatcher Avenue with Chicago Avenue and Lake Street for a not-to-exceed cost of \$27,000 and authorize the Village Administrator to execute the contract agreement.

April 20, 2018

Mr. John Anderson  
Public Works Director  
Village of River Forest  
400 Park Avenue  
River Forest, Illinois 60305

Re: Traffic Engineering Proposal  
River Forest, Illinois

Dear John:

As requested, Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) is pleased to submit this proposal for our professional traffic engineering services regarding the proposed signal modifications at the intersections of Thatcher Avenue with Chicago Avenue and Lake Street in River Forest, Illinois. The modifications will be required to accommodate the proposed addition of left-turn arrows at both intersections as outlined in the Traffic Signal Evaluation completed by KLOA, Inc. dated July 27, 2017.

We have developed this scope of services based on our experience with similar projects and our knowledge of Illinois Department of Transportation (IDOT) requirements. As such, we have broken down the proposal into four sections:

- Section I Intersection Design Study (IDS) (if required by IDOT)
- Section II Traffic Signal Design
- Section III Bidding Services
- Section IV Construction Observation Services

## **Scope of Services**

### **Section I - Intersection Design Study (If Required by IDOT)**

1. The results of the Traffic Signal Evaluation will be utilized for the preparation of the IDS for the subject intersections.
2. Base maps at a scale of one inch = 50 feet will be prepared using the existing and proposed survey and CADD information to be provided by the civil engineer.

The IDS will be developed using the traffic data and base maps referenced above and will include the following:

- Intersection capacity calculations
- Existing and projected peak hour volumes
- Existing and proposed geometrics
- Typical striping
- Right-of-way and other significant features



3. Coordinate with IDOT and you for the purpose of obtaining approval of the IDS.

## **Section II - Traffic Signal Design**

1. Base maps at a scale of one inch = 20 feet will be prepared for the traffic signal plans using the IDS as prepared in Section I and approved by IDOT.
2. Traffic signal plans will be prepared using the base map information from Task 1. The traffic signal plans (excluding temporary signal design) will be developed based on IDOT standards current at the time said plans will be prepared. The plans will include the following:
  - a. Preliminary, pre-final, and final traffic signal plans
  - b. Cable plan
  - c. Phase designation diagram
  - d. Loop detector detail and general notes
  - e. Technical specifications employing IDOT special provisions to the extent that they apply will be assembled
  - f. An engineer's opinion of probable construction cost will be prepared based on the final plans
3. Discussions with representatives from IDOT will be held to clarify specific design elements.

## **Section III – Bidding Services**

After the traffic signal plans are approved by IDOT, KLOA, Inc. will perform the following tasks to assist the Village through the bidding phase of the project:

1. Develop project schedule.
2. Prepare specifications for bidding using the Village's Front End Documents (To be provided by the Village).
3. Assist the Village with competitive bidding process. Includes attendance at one bid opening meeting.
4. Review and analyze responsive bids to determine the low bidder and provide results to the Village. The Village will use these results to determine which bidder/contractor to select to perform the work and will then award the contract.
5. Secure approval from and coordinate Traffic Signal project with utility companies, including identifying, coordinating, and resolving potential utility conflicts.
6. Review all IDOT and applicable project permits for construction.

### **Section IV – Construction Observation Services**

After the Village selects a bidder/contractor and IDOT permits are granted, KLOA, Inc. will perform the following tasks to assist the Village through the construction phase of the traffic signal installation project only:

1. Administer, monitor, observe, and inspect construction activities on-site on a part-time basis sufficient to verify that the project is constructed in reasonable conformity with the plans and specifications in the construction contract, to observe the contractors' work to determine the progress and quality of work performed, spot-check materials for conformance with project specifications, and to identify and report significant discrepancies to the Village, and direct the contractor to correct such observed discrepancies.

This portion of work includes four (4) on-site visits. Additional on-site visits will be performed as requested at the hourly rates as additional services. This does not include specific materials testing such as concrete cores/cylinders, asphalt density testing, soil compaction or any such testing. If specific testing is required, it will be performed by others as additional services.

2. Review project invoices and contractor submittals to verify project is being constructed as designed.
3. Oversee and advise Village on change orders.
4. Coordinate contractors and on-site construction activities to minimize disruptions. Provide written status updates/reports to Village upon request and keep Village informed of all significant activities and decisions related to the project.
5. Review as-built drawings at completion of process.

### **Time of Performance**

We estimate the time to complete the IDS and Signal Design Plans to be within four weeks from receipt of authorization to proceed and survey information.

### **Cost of Services**

The cost of services rendered by KLOA, Inc. for our professional staff time and direct expenses for both intersections will be as follows:

Section I – Intersection Design Study (IDS)	\$ 7,000
Section II – Traffic Signal Plans	\$13,000
Section III – Bidding Services	\$ 2,000
Section IV – Construction Observation Services	\$ 5,000

Mr. John Anderson  
April 20, 2018  
Page 4

## Additional Services

In order to complete the IDS and Traffic Signal Plans, topographical surveys of the intersections will be required. Furthermore, upgrade of ADA ramps and provision of new ramps/loading areas may also be necessary. These tasks will be considered additional services and will be provided by the Village.


## Method of Payment

Invoices will be submitted every two weeks and will reflect the charges incurred on the project during the previous period. Invoices will show staff time and expenses separately. Invoices are due and payable within 30 days of the invoice date. Payments due KLOA, Inc. are not subject to project financing or project approval and are the responsibility of the Village of River Forest. To the maximum extent provided by law, the Village of River Forest agrees to limit Kenig, Lindgren, O'Hara, Aboona, Inc.'s liability for the Village of River Forest's damages up to the sum total fee on this project. This limitation should apply regardless of the cause of action or legal theory pled or asserted.

We are pleased to have this opportunity again to offer our professional services to the Village of River Forest. We will initiate our services on this project upon receipt of a signed copy of this letter of agreement for our files.

Sincerely,

KENIG, LINDGREN, O'HARA, ABOONA, INC.

  
Lay R. Aboona, PE, PTOE  
As its Principal  
and Contracting Officer

ACCEPTED AND APPROVED THIS

\_\_\_\_ DAY OF \_\_\_\_\_, 2018

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed/Printed Name)

Authorized to Execute Agreements for:  
\_\_\_\_\_



## MEMORANDUM

**DATE:** May 14, 2018

**TO:** Eric J. Palm, Village Administrator

**FROM:** John Anderson, Director of Public Works

**SUBJECT:** Award of Contract - 2018 Water Main Improvements

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**Issue:** Staff is seeking the award of a contract for the 2018 Water Main Improvements.

**Analysis:** The proposed FY19 Water and Sewer Fund budget includes \$345,000 for this water main replacement project. On May 4, 2018, Staff received and opened nine bids for this year's project. The Bid Tabulation has been attached for reference. The low bidder for the project is Cerniglia Company.

This project will impact Chicago Avenue between Thatcher Avenue and the railroad tracks just east of Forest Avenue. The intent is to maintain a single lane of traffic in the east and west directions, though the area will be congested with construction activities taking up the entire south half of Chicago Avenue. The work involves the installation of a new 8-inch water main along the south curb line, both ends of which will connect back into the existing water main on Chicago Avenue. This project was selected both due to the number of water main breaks in recent years and the scheduling of the Chicago Avenue Resurfacing Project which is to take place later this year.

Cerniglia was the low bidder with a bid of \$274,640.00. While they have not previously worked for the Village, multiple references were checked and none provided any negative feedback.

**Recommendation:** If the Village Board concurs with Staff's recommendation, the following motion would be appropriate: Motion to award the contract to Cerniglia Company in the amount of \$274,640.00 for the 2018 Water Main Improvements and authorize the Village Administrator to execute the contract agreement.

**Attachments:** Bid Tabulation





## MEMORANDUM

**DATE:** May 14, 2018

**TO:** Eric J. Palm, Village Administrator

**FROM:** John Anderson, Director of Public Works

**SUBJECT:** Award of Contract – 2018 Water Main Improvements (Construction Engineering)

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**Issue:** Staff is seeking the award of a contract for construction engineering services for the 2018 Water Main Improvement Project. A Request for Proposal (RFP) process was initiated and ended with the recommendation of Christopher B. Burke Engineering, Ltd. (CBBEL) to perform this task.

**Analysis:** Staff created a RFP that was sent out to twelve engineering firms in the Chicago area and posted on the Village website. Of those firms, four submitted responses to the Village for review. After the proposals were submitted, Staff members reviewed the proposals and evaluated them on the following criteria:

1. Approach to organizing and understanding the project
2. Capability and experience on comparable projects
3. Responsiveness to requirements, terms, timeliness and conditions for performance
4. Innovative concepts, designs from experience
5. Familiarity with Village policies and preferences
6. Recognition of items related to the project including identification of design elements and process that would result in a quality streamlined project
7. Proposed Cost

Staff evaluated the submittals and came to the conclusion that CBBEL had submitted a comprehensive proposal that most closely aligned with the Village's staffing needs and the intricacies of the project. CBBEL most recently performed construction engineering services for the Village on the Northside Stormwater Management Project which was completed ahead of schedule and within budget.

The FY19 budget allocates \$30,000 within the Water/Sewer Fund to complete this work. The proposed not-to-exceed fee from CBBEL \$35,066.00. While this amount is greater than the allotted budget, the savings realized on the water main construction bids (submitted under separate cover) are more than enough to cover this overage. In total, \$375,000 was budgeted for the construction and construction engineering of the 2018 Water Main Improvement Project (\$345,000 and \$30,000, respectively). The low bid for the construction of this project is \$274,640.00. When combined with the proposed cost of \$35,066.00 for the construction engineering services, the total for this work is \$309,706.00, which is still within the FY19 budget of \$375,000.00.

**Recommendation:** Consider a Motion to approve an agreement with Christopher B. Burke Engineering, Ltd. to perform Construction Engineering Services for a not-to-exceed cost of \$35,066.00 and authorize the Village Administrator to execute the contract agreement.

**Attachments:** CBBEL Proposal

May 3, 2018



# CONSTRUCTION ENGINEERING SERVICES 2018 WATER MAIN IMPROVEMENTS

**SUBMITTED TO:**

JEFF LOSTER  
VILLAGE ENGINEER  
VILLAGE OF RIVER FOREST  
400 PARK AVENUE  
RIVER FOREST, IL 60305

**SUBMITTED BY:**

ORION GALEY, PE  
CHRISTOPHER B. BURKE ENGINEERING, LTD.  
9575 WEST HIGGINS ROAD | SUITE 600  
ROSEMONT, IL 60018  
847.823.0500 TEL  
847.823.0520 FAX  
[ogaley@cbbel.com](mailto:ogaley@cbbel.com)



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# TAB 1 INTRODUCTION





**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

May 3, 2018

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

Attention: Jeff Loster

Subject: **Construction Engineering Services  
2018 Water Main Improvements**

Dear Mr. Loster:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit our proposal to perform construction engineering services for the Village's 2018 Water Main Improvements. CBBEL has a thorough understanding of the requirements necessary to successfully complete the project identified. As indicated in the RFP, we have provided one original, one duplicate copy and an electronic PDF copy on a flash drive of our submittal.

The contact person for this proposal is Mr. Orion Galey, PE, Senior Project Manager, in our Rosemont, Illinois office. Mr. Galey is available to answer any of your questions regarding this proposal.

The material provided in this proposal represents our ability and eagerness to perform the required services for the Village. We trust that it will demonstrate our understanding of the project and our expertise to perform the assignment. The CBBEL project team looks forward to working with the Village and is committed to completing the work to your satisfaction and within the required time schedule.

If you have any questions, please do not hesitate to contact me or Orion Galey at 847-823-0500.

Sincerely,

A handwritten signature in green ink that reads "Christopher B. Burke".

Christopher B. Burke, PhD, PE, D.WRE, Dist.M. ASCE  
President

**TAB 2**  
**PROJECT UNDERSTANDING &**  
**SCOPE OF SERVICES**





## PROJECT UNDERSTANDING

Christopher B. Burke Engineering, Ltd. (CBBEL) understands that the Village of River Forest is seeking a qualified consulting firm to provide Construction Engineering Services for the 2018 Water Main Improvements project. The project will be taking place on Chicago Avenue, between Thatcher Avenue and the CN Railroad tracks just east of Forest Avenue in the Village of River Forest. The project is just over 1,200 feet of 8" DIP water main installation including valve vaults and copper services, PCC patching with temporary cold patch overlay and various curb and sidewalk repairs and all other appurtenant work required to complete the project in accordance with the plans, specifications and all other applicable standards.

CBBEL is a multi-disciplined firm that is dedicated to providing our clients with the personal attention required of constructing projects in public and residential areas. We are committed to providing the Village of River Forest upon project completion a quality product which meets the Village's schedule and budget constraints. Our past experience working in the Village on the Northside Stormwater Management project and our vast experience on similar water main projects in residential areas will be invaluable to the Village and their staff.

### PROJECT APPROACH

CBBEL understands that the 2018 Water Main Improvement project is a highly visible project on Chicago Avenue and thus the work and construction traffic will directly affect many of the Village's residents. Chicago Avenue is heavily traveled especially during commuter hours and will make traffic control and safety a top priority throughout the entire project. It is vital to the success of the project that the work be completed in a logical and timely manner and that coordination with all key project players, namely Village staff, the area residents, the Park District, Thatcher Woods Forest Preserve, MWRD, local school districts, the motoring public, and the contractor is a top priority during the construction.

CBBEL's overall philosophy for completing successful

construction projects are closely monitoring the contractor's progress, anticipating unforeseen problems, and communicating with all involved parties, whether that is Village employees, park and school districts, outside agencies, area businesses, area residents or other engineers and contractors. These things will help to ensure that the project is completed on-time and the Village is kept informed regarding the project progress and cost. CBBEL has highlighted several areas that will require special attention to make the project a success.

## KEYS TO THE PROJECT

### OWNER COMMUNICATION

Our construction engineering department places an emphasis on open communication with the owner in order to improve the understanding of the project during all phases; before, during, and after construction is completed. During construction, CBBEL will keep the Village as informed as possible so that there are no questions regarding the progress, quality of work, or budget related to the project. CBBEL has used many different methods to notify the owner of potential changes to the construction progress, contractor deficiencies, or scheduling issues. On projects where the owner has a site representative that is often present, we have found that a phone call or discussion in the field may be sufficient.

## COORDINATION AND COMMUNICATION WITH RESIDENTS

CBBEL will remain flexible and work closely with the Village staff to follow their communication plan to effectively disseminate information. 2018 Water Main Improvement project limits are in highly residential areas; therefore, diligent coordination with the residents, local schools, and all other affected parties will be necessary for a successful completion of the project. Our Resident Engineer will communicate with the affected residents as it pertains to the disruption of utility services (water, sewer, gas, etc.), daily access to driveways and alternate parking, road closures and detours, construction traffic and associated noise and dust, coordination of garbage pickup and mail delivery and the conveyance of general information regarding construction activities and their impacts on the residents' daily life. The residents will be notified on a regular basis of the construction activities as they pertain to the items above either by notices and/ or a project website.

Ultimately, CBBEL understands that this project will be intrusive for the residents and we are committed to communicating with the residents throughout construction, so they are aware of ingress/egress to their property and they receive proper notification prior to any utility interruptions, as necessitated by the work. And although some inconveniences are inevitable during construction, CBBEL has adopted several procedures on similar projects to ensure that the residents and other key players, as needed, are inconvenienced as little as possible and notified of the constant changes during construction. These procedures include the following:

- Notification prior to construction describing the work so the residents and businesses have a better understanding of the upcoming work.
- Notifying residents 24 hours in advance if ingress and egress to their homes will be limited. If at all possible, also giving them a time frame, so they can plan their day accordingly.
- Assist in identifying areas where residents can park while their driveway access is limited.
- Directing the contractor daily to maintain the aggregate for temporary access to ease ingress/egress around the project area and to provide a safe roadway for the motoring public.
- Direct the contractor when dust control and/or maintenance of traffic control is necessary.



## MONITORING TRAFFIC CONTROL

CBBEL will work with the Contractor and the Village to develop work sequences that allow for maximum efficiency of the work being constructed with minimal disruptions to normal traffic patterns. The installation and maintenance of Traffic Control devices is one of the most important items of work on this project because of proximity to downtown and the daily traffic that uses Chicago Avenue.

In order to ensure that the Traffic Control is properly placed and maintained, CBBEL will perform daily traffic control checks in the morning and afternoon and notify the contractor of any deficiencies that require attention. In addition, CBBEL will complete a detailed daytime traffic control check once a week.

## DOCUMENTATION AND MATERIAL INSPECTION

We understand that the Village is using local funds, however, IDOT specifications, procedures, and documentation will be followed. CBBEL shall follow the applicable portions of the IDOT Construction Manual and Project Procedures Guide for documentation and material inspection requirements. CBBEL internally runs QC audits on the project documentation to ensure everything is in order for a quick approval and close-out.

## SCHEDULE

CBBEL understands the 2018 Water Main Improvements project is being completed in advance of an IDOT let roadway resurfacing project. Any delays in the water main project could directly affect the resurfacing project. CBBEL will diligently monitor the construction progress to ensure the completion is not delayed.

## SCOPE OF SERVICES

In order to successfully complete this project as outlined in our Project Understanding and Approach, CBBEL will perform or be responsible for the performance of the services outlined in the RFP in connection with this project. CBBEL shall furnish or cause to be furnished qualified engineers, construction observers and/or technical personnel to perform these services. The following are the tasks that CBBEL will use for the 2018 Water Main Improvements project. These tasks have detailed services that include and enhance the Scope of Services outlined in the Village's RFP.

**All items listed in bold font are additional services or remarks that CBBEL anticipates for this project.**

### TASK 1 – PRE-CONSTRUCTION SERVICES

1. Review of Bidding/Contract Documents and Engineering Drawings; **Advise the Village of potential conflicts or problems, so that solutions can be developed prior to construction.**
2. Conduct Pre-Construction Meeting with Contractor, Village Staff, Park District Staff, School District Staff, Utility Company Representatives, USIC (JULIE Locator); CBBEL shall prepare a project contact list, including 24-hour emergency numbers, for distribution with the meeting minutes. Obtain from the contractor a list of proposed suppliers and subcontractors. **Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work.**
3. If desired, attend and participate in Village Administered Project Informational Meeting with Impacted Property Owners and other Project Stakeholders.
4. Review the construction schedule submitted by the contractor for compliance with the contract.
5. **Review of Pre-Construction Videos to ensure project site conditions have been adequately documented prior to the start of construction. CBBEL shall document all existing conditions with digital photographs and videotapes to insure that all disrupted areas have been restored per the plan or existing conditions.**
6. **Provide information to the Village so you can update your website with construction updates.**

### TASK 2 – SHOP DRAWING REVIEW

1. Review of all submittals to ensure conformance with the requirements set forth in the Contract Documents and Engineering Drawings.

2. Shop Drawings and Contractor Submittals:

- Shop Drawings and Contractor Submittals: Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.
- Notify the Village of any deviations or substitutions. With the notification, provide the Village with a recommendation for acceptance or denial, and request direction from the Village regarding the deviation or substitution.
- Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.

### TASK 3 – CONSTRUCTION OBSERVATION

#### LAYOUT VERIFICATION AND/OR CONSTRUCTION LAYOUT

1. Verify Construction Layout Performed by Contractor;
2. **Since the contractor is responsible for construction staking, perform periodic spot checks to assure the contractor's construction staking and construction layout is accurate per plan.**

#### CONSTRUCTION OBSERVATION

1. Construction Inspection of all Contract Work to ensure improvements are constructed safely with minimal impact on the public and in accordance with the project specifications; CBBEL shall keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, and advise the Village of all observed deficiencies of the work and disapprove or reject all work failing to conform to the Contract Documents.
2. Develop and distribute regular Project Notifications (letters to impacted residents, businesses, schools, refuse and delivery companies, etcetera);
3. Utility Coordination (MWRD, Nicor, ComEd, AT&T, Comcast, WOW, etc.).
4. Coordination with UPRR adjacent to project limits.
5. Permit Coordination (IEPA – Sanitary Sewer and Public Water Supply).
6. Complete Tabular and Record Drawing Documentation of all Water Main Service Information, Materials at Connection Points, Water Service Connections and Water Service Materials, including measured locations off of manholes and buildings, material types, and pipe sizes.

7. Witness and document all required pressure testing of water mains.
8. Coordination and documentation of water main and disinfection and coliform sampling.
9. Witness and document all required deflection and pressure testing of sewers.
10. Assisting with handling of all issues associated with the off-site disposal of all excavated material (CCDD, special waste, etc.). Village will engage an Environmental Engineer to provide additional testing and documentation to meet CCDD requirements.
11. Identification of Required Spot Curb/Gutter and Sidewalk Repairs within the Project Corridor.
12. Answering of questions and resolving issues and concerns from impacted property owners;
13. Ensure that Construction Completion Schedule is adhered to.
- 14. Review contractor's progress on a weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls 7 calendar days behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule. The contractor is required to submit a revised schedule for approval prior to further payments being made.**
15. Provide Weekly Progress Updates to Village Staff.
- 16. Discuss the truck routes with the Contractor and monitor that the identified routes are being used.**
- 17. All CBBEL personnel and their sub-consultants will comply with the Village's current safety guidelines.**
18. Conduct a final inspection with the Village, prepare a final list of items to be corrected, and verify the final list has been corrected.

#### **TRAFFIC CONTROL INSPECTION**

Perform Traffic Control Inspection as outlined in Section 700: Work Zone Traffic Control of IDOT's Construction Manual. At a minimum, CBBEL shall perform the following in accordance with STP procedures:

- One detailed daytime inspection per week and two detailed nighttime inspections per month. These inspections shall be recorded on Form BC 726, Traffic Control Inspection Report.
- In addition, the Resident Engineer will drive through the jobsite daily and document the drive through in the project diary.
- If traffic control is in place during project suspensions, two drive-throughs per week will be performed.

If major deficiencies are observed, the Resident Engineer will notify the contractor immediately and insure that the contractor takes the appropriate actions as outlined in the contract documents.

#### **TASK 4 – CONSTRUCTION DOCUMENTATION**

**CBBEL follows Village format and all IDOT guidelines and procedures for Construction Engineering, including, but not limited to, IDOT Construction Manual and IDOT Project Procedures Guide.**

1. Maintain all documentation in accordance with IDOT requirements, Daily Project Diary, Daily Inspection Reports, Field Books, Quantity Books, and all other Pertinent Records.
2. Contract Administration/Documentation.
3. Quantity Measurement (including cross-sections as necessary).
4. Processing of Pay Estimate documentation.
5. Develop and Process Change Orders as necessary including Final Balancing Change Order;
- 6. Field Office: No field office is anticipated for this work. Construction Engineer shall provide his/her own vehicle for use in the field at all times.**
- 7. Respond to any Requests for Information from the Contractor.**



## TASK 5 – POST-CONSTRUCTION/PROJECT CLOSE-OUT

1. Develop and ensure completion of “Punch List” prior to final inspection/project acceptance.
2. All project documentation, payment, and closeout procedures.
3. Prepare final pay estimate and change order for the Village’s approval.
4. **Verify all necessary material inspection has been received and documented.**
5. **Submit the job box to the Village with all pertinent project information, including Record Drawings (see Task 6).**

## TASK 6 – RECORD DRAWINGS

1. Provide one (1) hard copy and one (1) electronic copy of the Engineering Drawings Detailing the “As-Built” conditions.
2. **Collection of As-Built GPS points for buffalo boxes, valve boxes, valve vaults, fire hydrants, inlets, catch basins, flared end sections, cleanouts, manholes (sanitary, storm, water) for use with Village’s GIS.**

## SUMMARY

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As detailed in our project understanding, keys to the project, and project approach, we believe the CBBEL Team is uniquely qualified to provide Construction Engineering Services for the Village. The CBBEL Team has the specific expertise and commitment required for this water main improvement project.

Our proposed Project Manager has intimate knowledge of the Village and experience working with Village staff. He will be available to visit the project site on short notice and will work closely with the Resident Engineer throughout the project. Our proposed Resident Engineer has over 4 years of experience inspecting and documenting residential roadway construction projects, and most of his recent experience is very similar to the 2018 Water Main Improvements project.





**TAB 3**  
**SIMILAR PROJECT EXPERIENCE**



## SIMILAR PROJECT EXPERIENCE

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Included in this section is our **relevant** project experience as it relates to the 2018 Water Main Improvements project and the experience of our proposed Project Manager **ORION GALEY, PE** and Resident Engineer, **RAZVAN CALIN**. Our Construction Department has recently completed many similar roadway reconstruction projects that include storm sewer, sanitary sewer, and water main. The experience of our proposed RE related to this type of work will support the Village to deliver an excellent finished project to the community.

The enclosed projects demonstrate our experience in Phase III – Resident Engineering services, including daily construction observation, IDOT documentation and material inspection, preparation of pay estimates, change orders, and other IDOT documentation, preparation of record drawings, and construction staking.

Our Construction Department's Resident Engineering experience includes the various types of construction projects that the Village of River Forest awards, including, but not limited to, roadway rehabilitation, sidewalk improvements, sewer/water main installation, storm water improvements, traffic signal modernizations, and electrical/mechanical improvements (lift stations, street lighting, etc.).

Christopher B. Burke Engineering, Ltd. (CBBEL) understands the importance of our municipal clients and we strive to meet their special demands. We encourage you to contact any of our references.

# B

## FAIRWAY STAGE 2 DRAINAGE AND WATERMAIN IMPROVEMENTS



Burke, LLC was retained by the Village of Orland Park to complete the design and construction of the Fairway Stage 2 Drainage and Watermain Improvements. Included in this project were miscellaneous drainage improvements, including installation of rear yard drainage structures which were tied into the existing storm sewer system.

### SCOPE OF SERVICES

Burke LLC Design/Build provided the following services:

- Project Design
- Permitting
- Easement Documents
- Cost Estimates
- Construction Management
- GMP and schedule delivery with shared savings
- Construction of a 7,000 LF of new 8-inch ductile iron watermain

**2017 - 2018**

### PROJECT TEAM

James Amelio, PE  
Design Project Manager

Orion Galey, PE  
Construction Project Manager

Razvan Calin  
Resident Engineer

### SUBCONSULTANT

Christopher B. Burke  
Engineering, Ltd. (CBBEL)

### CLIENT

Village of Orland Park

### CONSTRUCTION COST

\$2.2 million

### FUNDING SOURCE

Local

---

### BURKE, LLC DESIGN/BUILD

9575 W. Higgins Road  
Suite 600

Rosemont, IL 60018

T: 847.823.0500

F: 847.823.0520

[www.cbbel.com](http://www.cbbel.com)

# B

## MAYCLIFF SOUTH DRAINAGE AND WATERMAIN IMPROVEMENT PROJECT



CBBEL was retained by the Village of Orland Park to conduct a hydrologic and hydraulic model of the Maycliff Subdivision to develop the most effective method to alleviate flooding within the subdivision. The model indicated and CBBEL recommended a stormwater collection and conveyance system. In addition to the drainage improvements, the existing watermain was to be replaced. Once the scope was determined, the Village contracted Burke, LLC Design/Build to complete the design and construction of the improvements. The improvements included approximately 2,800 LF of storm sewer ranging from 12-inch to 60 inch in diameter as well as approximately 5,400 LF of new 8" and 12" diameter watermain.

### SCOPE OF SERVICES

CBBEL and Burke LLC Design/Build provided the following services:

- Project Design
- Permitting
- Easement Documents
- Cost Estimates
- Construction Management
- GMP and schedule delivery with shared savings
- Construction of a storm sewer conveyance system and replacement of watermain

**2017**

### PROJECT TEAM

James Amelio, PE  
Design Project Manager

Orion Galey, PE  
Construction Project Manager

Razvan Calin  
Resident Engineer

### SUBCONSULTANT

Christopher B. Burke  
Engineering, Ltd. (CBBEL)

### CLIENT

Village of Orland Park

### CONSTRUCTION COST

\$4.7 million

### FUNDING SOURCE

Local

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### BURKE, LLC DESIGN/BUILD

9575 W. Higgins Road  
Suite 600

Rosemont, IL 60018

T: 847.823.0500

F: 847.823.0520

[www.cbbel.com](http://www.cbbel.com)

# B

# FIRST DIVISION SEWER SEPARATION PROJECT

The First Division Sewer Separation Project was designed to provide a separate storm sewer system which will convey clear water to its historical outfall, the Des Plaines River, rather than the MWRD wastewater treatment plant. The dedicated storm sewer will provide for additional capacity in the MWRD interceptor sewer resulting in less sewer surcharging both upstream and downstream of the project area. The direct benefit to area residents will include a reduced risk of flooding and basement sewer backups while also reducing the frequency of combined sewer overflows into the River.

The project includes approximately 9,535 linear feet of new storm sewer, 820 linear feet of new sanitary sewer and 4 storm sewer outfalls to the Des Plaines River. All trenches within the pavement will be temporarily patched with the intent of completing full depth patching and pavement resurfacing in 2018.

**2017**

**PROJECT TEAM**

Orion Galey, PE  
Project Manager

**SUBCONTRACTOR**

Bolder Contractors, Inc.

**CLIENT**

Village of Riverside

**CONSTRUCTION COST**

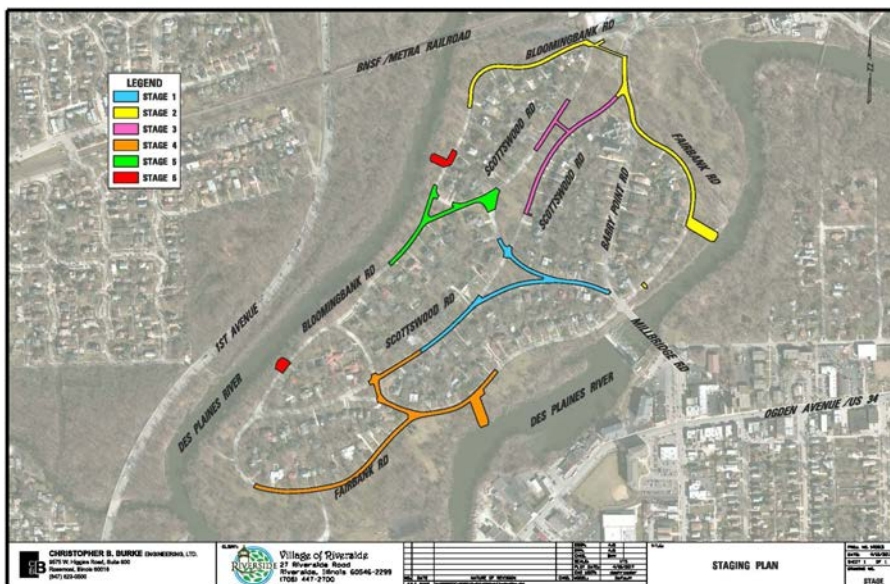
\$3.25 million

**FUNDING SOURCE**

Local

**SCOPE OF SERVICES**

- Design
- Weekly Progress Updates Posted to Village Website
- Construction Management
- GMP and scheduled delivery



**BURKE, LLC DESIGN/BUILD**

9575 W. Higgins Road  
Suite 600

Rosemont, IL 60018

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F: 847.823.0520

www.cbbel.com



## YORK ROAD RESURFACING (IDOT CONTRACT #61D37) | OAK BROOK, ILLINOIS

### PROJECT TYPE

-  Phase III Engineering
-  Roadway Improvement
-  ADA Improvements
-  Project Documentation
-  Pay Estimator / CO's

2017

### PROJECT TEAM

Orion Galey, PE  
*Project Manager*

Scott Soderstrom, PE  
*Resident Engineer*

Razvan Calin  
*Assistant Resident Engineer*

### CLIENT

Village of Oak Brook

### CONSTRUCTION COST

\$969 thousand

### FEE

\$95 thousand

### FUNDING SOURCE

Federal

### IDOT CONTACT

Jeffrey Mysliwicz

York Road roadway improvements along with ADA upgrades in a busy commercial and residential area with minimal disruptions...

The York Road Resurfacing project consisted of 4,172 LF of roadway improvements. Work included 2 3/4" of pavement milling and resurfacing of 1" of polymerized level binder and 2" of HMA surface course. Additionally, the roadway required base course patching, curb and gutter repairs, drainage structure replacements, non-compliant sidewalk ramp replacement to current ADA standards, new pavement markings, and landscaping. The project was completed within the contract specified 50 working days.

### SERVICES INCLUDED:

- Preconstruction Services Including Design and Preparation of Plans and Specs
- **Full time Construction Observation Including Verification that Contractor Conformed to Plans & Specs and Serving as Liaison Between Village and Contractor**
- Project Documentation of Contract Quantities According to IDOT Standards
- Preparation of Change Orders, Authorizations, and Pay Estimates using I.C.O.R.S.
- Quality Assurance of Construction Materials (Testing Service Corporation)



# B

## VILLAGE OF BLOOMINGDALE OLD TOWN STREETScape



Once a thriving destination for local business, the Old Town corridor had been in need of a revitalization. Burke, LLC was hired to design and construct a streetscape beautification project to encourage new growth and serve as a public gathering space. The project also consisted of elements intended to improve safety for vehicle and pedestrian users. Constructed to serve as the gateway to Old Town, a custom designed limestone and steel archway can be seen spanning over 3<sup>rd</sup> Street. Newly aligned sidewalks were constructed with streetscape elements incorporated into the design to enhance visibility, safety, and access along 3<sup>rd</sup> Street. A new decorative pedestrian plaza area along Franklin Street as well as benches and low wall limestone seating planters throughout the site are meant to encourage gathering. High visibility crosswalks at mid-block locations and intersections will allow for enhanced pedestrian flow.

Parking issues were addressed through the construction of a parking lot and by replacing the non-standard parking with new standard dimensioned parallel parking spaces. Nearly all of 3<sup>rd</sup> Street and Franklin Street (within the project limits) was fully reconstructed while the alley and street returns were resurfaced with new curb and gutter.

The project also included major utility infrastructure improvements. A new water main and a reconfigured storm sewer system were designed and constructed as part of the project. New ornamental street lighting and festoon lighting were installed along with electrical service lines and receptacle cabinets to be utilized for powering of various Village sponsored events. Additionally, coordination and phasing with the utility companies were completed in order to bury overhead cable and electrical lines and allow for the removal of all utility poles within the project limits.

### SCOPE OF SERVICES

- Design-Build approach was used to provide Village with turnkey construction solution for project completion
- Civil, structural, mechanical and electrical designs
- Utility coordination
- Construction services



**2015 - 2016**

### PROJECT TEAM

Orion Galey, PE  
Project Manager

Nicholas Morel, PE  
Civil Design

Gerald Hennelly  
Project Manager/  
Dry Utility Relocation

Katrina Ballado, PE, LEED, AP  
Project Manager/  
Site Lighting / Electrical

Doug Gotham, LLA, ASLA  
Landscape Architect

Razvan Calin  
Construction Engineer

### CLIENT

Village of Bloomingtondale

### CONSTRUCTION COST

\$3 Million

### FUNDING SOURCE

Local TIF Funding

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### BURKE, LLC DESIGN/BUILD

9575 W. Higgins Road  
Suite 600

Rosemont, IL 60018

T: 847.823.0500





F: 847.823.0520

[www.cbbel.com](http://www.cbbel.com)



## NORTHSIDE STORMWATER MANAGEMENT PROJECT | RIVER FOREST, ILLINOIS

### PROJECT TYPE

-  Phase III Engineering
-  Utility Coordination
-  Resident/School Coordination
-  Permit Processing

### 2014 - 2015

#### PROJECT TEAM

- Bryan Welch, PE  
*Project Manager - Design*
- Orion Galey, PE  
*Project Manager - Construction*
- Mark Thomas, PE  
*Project Engineer*
- Rebekkah Carney  
*Resident Engineer*
- Thomas Gordon  
*Construction Engineer*

#### CLIENT

Village of River Forest

#### CONSTRUCTION COST

- \$1,000,000 (Phase 0)
- \$13,700,000 (Phase 1)
- \$6,250,000 (Phase 2)

#### DESIGN FEE

\$500 thousand (All Phases)

#### CONSTRUCTION FEE

\$800 thousand (phase 0 & 1)

#### FUNDING SOURCE

- Phase 0 - Local
- Phase 1 - IEPA SRF Loan
- Phase 2 - TBD

The APWA National Award-Winning Northside Stormwater Management Project was designed to improve water quality in the Des Plaines River basin and reduce frequent, severe residential flooding and sewer backups by separating storm and sanitary flows in the northern portion of the Village.

The new dedicated storm sewer system will reduce the amount of stormwater flowing into the downstream interceptor sewer, which will dramatically lessen the occurrence of combined sewage being released into the Des Plaines River. The captured stormwater will be conveyed by gravity to the west side of the project area, where flows will be carried beneath Thatcher Avenue and into the Des Plaines River by a new 96" diameter outfall.

The Phase 0 project, constructed in the fall of 2014, consisted of the construction of the new outfall to the Des Plaines River with internal energy dissipation. This phase also included the construction a 9'x6' box culvert, storm sewers ranging in size from 12" to 96" in diameter, a large cast-in-place concrete conflict structure and combined sewer and water main relocations.

The Phase 1 project, constructed in 2015, consisted of the construction of approximately 19,100' of storm sewers ranging from 24" to 96" diameter, 4,100' of new water main, and 4,200' of new sanitary sewer. The storm sewer was connected to the Phase 0 outfall and was completed nearly 6 months ahead of schedule.



#### SERVICES INCLUDED:

##### DESIGN:

- Topographic Survey
- Geotechnical Investigation/CCDD Analysis
- XP-SWMM Hydrologic and Hydraulic Model Analysis
- Utility Coordination
- IEPA WPCLP Loan Assistance
- Preliminary Plans, Specifications and Estimates
- Permitting (MWRD, FPDCC, USCOE, IDNR, IDOT, IEPA)
- Final Plans Specifications and Estimates
- Bid Documents
- Bidding Assistance

##### CONSTRUCTION:

- Provide full time construction observation
- Maintained and ran project website
- Daily Coordination with residents and schools
- Project coordination with Nicor, AT&T, MWRD, IEPA, IDOT, FPDCC
- Documentation as outlined in IDOT's Project Procedures Guide
- Processing of all permit related paperwork for IEPA, MWRD & IDOT







## FLOOD MITIGATION PROJECT | ELMWOOD PARK, ILLINOIS

### PROJECT TYPE



Storm Sewer Improvements



Water Main Improvements



Plans & Specifications



Agency Coordination



Construction Inspection

### 2012 - 2015

#### PROJECT TEAM

W. Daniel Crosson, PE  
*Project Manager*

Orion Galey, PE  
*Construction Project Manager*

Daniel Schroeder, El  
*Project Engineer*

Rebekkah Carney  
*Project Engineer*

John Caruso, PE  
*Mechanical Project Manager*

#### CLIENT

Village of Elmwood Park

#### CONSTRUCTION COST

\$35 million

#### FEE

\$3.9 million

Preliminary Engineering – \$1 million

Design Engineering – \$850 thousand

Construction Engineering – \$2.1 million

#### FUNDING SOURCE

MWRDGC/IDOT/IEPA

Low Interest Loans/Local

Under the Village's Flood Mitigation Plan prepared by CBBEL, new storm sewers are being installed at selected locations within the Village of Elmwood Park.

The goals of the Elmwood Park Flood Mitigation Project were to reduce both overland and basement flooding by restoring the natural drainage condition that existed 100 years ago; significantly reduce combined sewage discharged by the MWRDGC into the Des Plaines River; greatly reduce the volume of storm water needed to be treated, create a reservoir for storm water on the Oak Park Country Club property to be pumped into the river; and strive to remove more than 50 homes from the flood plain map. The new storm sewers vary in size from 12" in diameter to 3'x 12' box culverts with a total length of approximately 40,000'. The storm sewers collect storm water and convey it to a newly constructed 14 acre-foot detention reservoir in the Oak Park Country Club. A 30" storm sewer conveys low flows to an existing Des Plaines River tributary. Storm flows in excess of the 30" storm sewer capacity are pumped to an outlet structure that was constructed at the Des Plaines River. The project also involves the construction of a floodwall along the west side of Thatcher Avenue that will prevent Des Plaines River overbanking from reaching several residences in the Village, thereby removing them from the flood plain. Due to the antiquated condition of many of the water mains throughout the Village, the replacement of approximately 20,000' of water main was undertaken as part of this project by taking advantage of the opened streets.

The project involved coordination with Metra and IDOT to jack 3 – 48" diameter sewers under the Metra west line and an 84" diameter sewer beneath Grand Avenue. Coordination and permitting from several agencies including the USACE, IEPA, MWRD, Soil and Water Conservation District, and Forest Preserve District of Cook County was required. Construction of the improvements, which involved 6 separate projects, was completed in 2015.



#### SERVICES INCLUDED:

CBBEL completed the drainage calculations and hydraulic modeling, prepared plans and specifications, coordinated with utility companies, permitting agencies, acquisition of easements, and provided construction engineering services.



**RETURN WITH PROPOSAL**

**REFERENCES**

1. Project Location: Orland Park Project Owner: Village of Orland Park  
Project Description: Fairway Stage 2 Drainage and Watermain  
Owner's Representative: John Ingram Phone: 708.403.6350  
Awarded Contract Cost \$ 2 Million Final Project Cost \$ Under Construction
  
2. Project Location: Oak Brook Project Owner: Village of Oak Brook  
Project Description: York Road Resurfacing (IDOT Contract #61D37)  
Owner's Representative: Doug Patchin Phone: 630.368.5276  
Awarded Contract Cost \$ 969 Thousand Final Project Cost \$ 896 Thousand
  
3. Project Location: Bloomingtondale Project Owner: Village of Bloomingtondale  
Project Description: Old Town Streetscape  
Owner's Representative: Peter Scalera Phone: 630.671.5611  
Awarded Contract Cost \$ 3 Million Final Project Cost \$ 3 Million
  
4. Project Location: Elmwood Park Project Owner: Village of Elmwood Park  
Project Description: Flood Mitigation  
Owner's Representative: Paul Volpe Phone: 708.452.3913  
Awarded Contract Cost \$ 35 Million Final Project Cost \$ 35 Million
  
5. Project Location: Riverside Project Owner: Village of Riverside  
Project Description: 1st Division Sewer Separation  
Owner's Representative: Ed Bailey Phone: 708.447.2700  
Awarded Contract Cost \$ 3.25 Million Final Project Cost \$ 3.25 Million

**TAB 4**  
**PROPOSED PROJECT SCHEDULE**

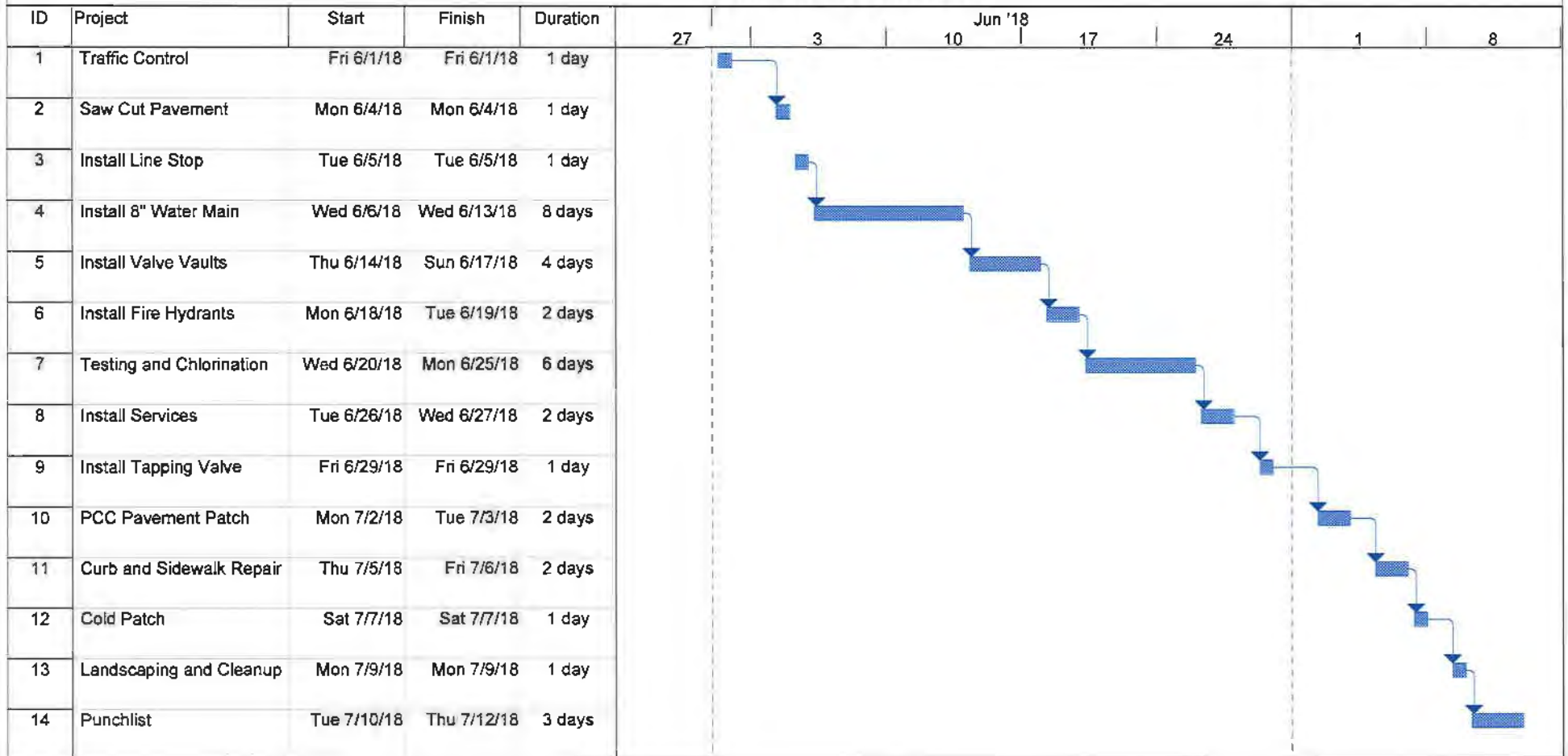


## PROJECT SCHEDULE

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Christopher B. Burke Engineering Ltd. (CBBEL) has prepared a project schedule to show how we intend to complete the project and meet the deadlines set forth in the RFP and the contract plans and specifications. Based on the dates given in these documents, the attached schedule shows how the proposed hours, shown in our cost estimate behind **TAB 7**, will be utilized throughout the duration of the contract from contract award through project close-out.

**Village of River Forest  
2018 Water Main  
Proposed Construction Schedule**



**TAB 5**  
**PROJECT TEAM**



We have proposed a team of experienced professionals with the skills and expertise to meet the Village's engineering needs. All proposed staff members are employed in our Rosemont office. The following is a brief outline of our key staff members.

## KEY PERSONNEL



### **ORION GALEY, PE – PROJECT MANAGER**

Orion Galey, PE, a Senior Project Manager, has served as CBBEL's main point of contact for multiple municipalities including Village of Elmwood Park, Village of Riverside, Village of Bloomingdale, and the Village of Oak Brook. He is responsible for addressing general engineering and project related issues from inception to completion, attending board meetings and public hearings. He also provides guidance to municipalities regarding State and Federal funding opportunities and strategic direction for yearly budgets and capital programs. Orion is experienced in construction and design engineering. Responsible for performing project management and resident engineering duties including assistance in bidding and contract execution procedures for award of contract, on-site construction observation, documentation of quantities, coordination and/or verification of materials testing and inspection, review contractor pay requests, preparation of record drawings, and finalization of contracts with different agencies (i.e. IDOT/County/MWRD/municipalities). Civil design experience includes roadway, streetscape, green infrastructure, and utility improvement design. Duties include permitting, preparation of plans and specifications, cost estimates, bidding assistance and general engineering services.

### **RAZVAN CALIN – RESIDENT ENGINEER**

Mr. Calin is a Civil Engineer trained in the fields of civil and construction engineering. Experience includes construction observation, estimation of quantities and project scheduling. Responsibilities include construction observation and inspection. Raz's most recent experience working in the Village of Orland Park was on two different watermain projects. Fairway Stage 2 Drainage and Watermain Improvements which entailed the construction 7,000 LF of new 8-inch ductile iron watermain and Maycliff Subdivision Stormwater and Watermain project included 2,800 LF of storm sewer ranging from 12 inch to 60 inch in diameter as well as 5,400 LF of new 8 inch and 12 inch diameter watermain.



We believe that by providing a well-balanced Phase III Engineering team, CBBEL will be able to provide the Village with a quality project in the most cost effective manner.



PROJECT MANAGER  
Orion Galey, PE

RESIDENT ENGINEER  
Razvan Calin

■ CBBEL Employee   ■ Subconsultant





Professional Civil Engineer experienced in construction and design engineering. Responsible for performing project management and resident engineering duties including assistance in bidding and contract execution procedures for award of contract, on-site construction observation, documentation of quantities, coordination and/or verification of materials testing and inspection, review contractor pay requests, preparation of record drawings, and finalization of contracts with different agencies (i.e. IDOT/ Cook County/MWRD/municipalities). Civil design experience includes roadway, streetscape, green infrastructure, and utility improvement design. Duties include permitting, preparation of plans and specifications, cost estimates, bidding assistance and general engineering services. Also acts as main resource for all project questions from inception to completion, attending Village Board Meetings, Public Hearings and Town Hall Meetings. Provides guidance to municipalities regarding State and Federal funding opportunities and strategic direction for yearly budgets and capital programs.

Serves as CBBEL's main point of contact for multiple municipalities including Village of Elmwood Park, Village of Riverside, Village of Bloomingdale, and the Village of Oak Brook.

### WATER MAIN

**Annual Water Main Improvement (2005-Present), Elmwood Park:** Project Manager of civil design, preparation of contract documents and permits, and construction observation services for replacement of an annual average of 1,200 lf water main with new service connections, valves and fire hydrants at various locations throughout the Village. Responsibilities included preparation of plans and specifications, coordination with IEPA, and bid advertisement and award recommendations.

**Fairway Stage 2 Water Main Replacement, Orland Park:** Project Manager for construction of the Fairway Stage 2 Drainage and Watermain Improvements. Project involved the construction of approximately 7,000 LF of new 8-inch ductile iron watermain throughout the Fairway neighborhood, including new water services, valves, and fire hydrants. Included in this project were miscellaneous drainage improvements, including installation of rear yard drainage structures which were tied into the existing storm sewer system.

**Water Main Improvement Projects (Various), Riverside:** Project Manager of civil design, preparation of contract documents and permits, and construction observation services for replacement of 8,500' of 4" and 6" water main with new 8", 10" and 12" water main along with 335 new service connections at various locations throughout the Village. Responsibilities included preparation of plans and specifications, coordination with IEPA and BNSF-RR for work within ROW, bid advertisement and award recommendations. Scope included assisting Village in receiving a loan from IEPA's Public Water Supply Loan Program to replace water main using ARRA funds.

**York and Leesley Road Water Main Replacement/Forest Avenue Water Main Lining:** Construction Manager for Design/Build project which consists of replacement of existing 8" and 4" diameter water mains on Groveland Ave with a new 10" diameter ductile iron water main from Forest Ave to Park Pl and replacing the existing 6" diameter water main on Park Pl with a new 10" diameter ductile iron water main. Project consists of approx. 1,665 feet of 10" diameter ductile iron water main, new water valves and valve vaults, fire hydrants, and new water services. In addition, project includes CIPP structural lining of 6" and 12" diameter water mains at Forest Ave; each of which cross underneath the Des Plaines River.

**Kent Road Water Main and Sewer Replacement, Riverside:** Resident Engineer for installation of approx. 2,900 LF of water main, 1,080' of sanitary sewer and over 50 water services and sanitary services. Duties included construction observation, documentation of quantities, weekly written progress reports to owner, preparation of pay estimates and as-built drawing.

**Dover Circle Water Main Replacement, Lincolnshire:** Construction Manager for installation of 1,570 LF of water main and street resurfacing. Duties included construction observation, cost control, record drawings and weekly written reports to the owner on the progress of work.

### STORMWATER MANAGEMENT

**Northside Stormwater Management Project, River Forest:** Project Manager responsible for day-to-day project management and point-of-contact, including oversight and utility coordination. Project consisted of construction of approx. 30,000' of reinforced concrete storm sewer pipe ranging in size from 12" to 96" in diameter, including construction of a new 9'x6' outlet to Des Plaines River. Project included construction of approx. 4,000' of new ductile iron water main and 4,000' of new combined sewer pipe. This \$13M project was a direct result of a Village effort to eliminate frequent sewer backups, street flooding and combined sewer overflows. Project was provided funding assistance through IEPA revolving loan program and coordination with IEPA staff was necessary for all reimbursement and change order

**YEARS EXPERIENCE:** 15  
**YEARS WITH CBBEL:** 15

### EDUCATION

Bachelor of Science, 2002  
General Engineering  
University of Illinois at  
Urbana-Champaign

### PROFESSIONAL REGISTRATION

Professional Engineer, IL,  
062.060829, 2008

### CERTIFICATIONS

Documentation of Contract  
Quantities, IDOT, 17-12663

Illinois Construction Records  
System (ICORS) Training  
Seminar, IDOT

Material Management of  
Job Sites, IDOT

### PROFESSIONAL DEVELOPMENT

IDOT QC/QA Courses:  
Mixture Aggregate  
Technician Course

STTP-S33 Soils Field Testing  
and Inspection Course

Hot Mix Asphalt Level 1

Portland Cement Concrete  
Level 1

Portland Cement Concrete  
Level 2

Troxler Nuclear Gauge  
Safety Training Class



submittals. Construction Services include: pre-construction bid preparation, conferences and recommendations; support for utility relocation; shop drawing/mix design review; construction observation; post-construction final inspection and pay estimates; and NPDES site audits and final report.

**First Division Sewer Separation Project, Riverside:** Project Manager responsible for design/build project providing a separated storm sewer system in the First Division portion of the Village, conveying clear water to its historical outfall, the Des Plaines River, rather than the MWRD wastewater treatment plant. Improvements included separating existing combined sewer and constructing a dedicated storm sewer. The storm sewer provides additional capacity in MWRD interceptor sewer resulting in less sewer surcharge both upstream and downstream of the Des Plaines River. Project provides residents with a reduced risk of flooding and sewer backups as well as reducing the frequency of combined sewer overflows into the river. Project consisted of construction of approx. 9,300' of storm sewers ranging from 12" to 24" diameter and replacing 4 storm water outfalls into the Des Plaines River, temporary pavement patching, curb and gutter replacement, and ADA improvements. Services included design of plans, writing specifications, quantity take off, preparation of bid documents, on-site coordination, construction documentation, shop drawing/mix design review, construction observation, post-construction final inspection, NPDES site-audits and pay estimates.

**Maycliff South Drainage and Watermain Improvement Project, Orland Park:** CBBEL conducted a hydrologic and hydraulic model of the Maycliff Subdivision to develop the most effective method to alleviate flooding within the subdivision. The model indicated and CBBEL recommended a stormwater collection and conveyance system. In addition to the drainage improvements, the existing watermain was to be replaced. Once the scope was determined, the Village contracted Burke, LLC Design/Build to complete the design and construction of the improvements. The improvements included approximately 2,800 LF of storm sewer ranging from 12-inch to 60 inch in diameter as well as approximately 5,400 LF of new 8" and 12" diameter watermain. Services included project design, permitting and easement documents, construction management, schedule delivery, and contract administration.

**Flood Mitigation Project, Elmwood Park:** Project Manager for construction of approx. 40,000' of reinforced concrete storm sewer and box culverts ranging from 24" to 84" in diameter at various flood prone locations within the Village. Construction included excavation of a 14 acre-foot detention reservoir and a storm water pumping station within Oak Park Country Club. Storm water is conveyed through storm sewers to detention reservoir which is then pumped to an outlet structure at Des Plaines River. Two 30" storm sewers were installed convey low flows to an existing Des Plaines River tributary. Project involves construction of a 1,600' floodwall that, by way of FEMA's LOMR, will eliminate current floodplain boundaries within the Village. Coordination and permitting from several agencies including Metra, IDOT, USACE, MWRD, SWCD, and FPDC was required. Final 3 phases of construction received funding assistance from both IEPA and MWRD of which applicable documentation was completed. Final construction cost was over \$30M. Construction Services include: pre-construction bid preparation, conferences and recommendations; support for utility relocation; shop drawing/mix design review; construction observation; post-construction final inspection and pay estimates;

and NPDES site audits and final report.

#### **Plamondon Pond Retention/Detention Storage**

**Improvements, Addison:** Resident Engineer. Improvements included installation of 180' of 42"- and 265' of 6"-storm sewer, 3 manholes, control structure, and overflow structure. Project included overall regrading of pond to ensure the storm water relief of multiple residential subdivisions. Duties included close coordination with Village, contractor and residents, construction observation, documentation of quantities, weekly reports, preparation of pay estimates and as-built drawing.

**2004 and 2005 Box Culverts, Elmwood Park:** Design Engineer and Resident Engineer for creation of an underground vault that allows stormwater retention for rainfall events to reduce flooding on the streets. Projects involved installation of 160 LF of a 10'x4' precast concrete box culvert at two locations and 160 LF of 12'x4' precast concrete box culvert at another location. Duties included preparation of engineering plans, specifications, cost estimate and permitting as well as construction observation, documentation of quantities, weekly written reports to the owner, preparation of pay estimates and record drawings.

#### **TRANSPORTATION**

**South Broadway Improvements, Lombard:** Resident Engineer for reconstruction of 0.5 miles of South Broadway Ave from Grace St to Chase Ave. Reconstruction included new curb and gutter and full-depth asphalt pavement. Improvements incorporated 3,100 LF of 8" water main, 1,600 LF of sanitary sewers, as well as new sanitary and water main services for each residence. A new storm sewer system was installed to separate the storm and sanitary flows. Storm sewer system included a reinforced concrete drainage pipe from 12"-60" in diameter and a cast-in-place junction box. A new decorative street lighting system was installed the entire length of the project.

#### **STREETSCAPE**

**Old Town Streetscape and Roadway Improvement Project, Bloomingdale:** The project consisted of elements intended to revitalize the commercial corridor and improve safety for vehicle and pedestrian users. Constructed to serve as the gateway to Old Town, a custom designed limestone and steel archway can be seen spanning over 3rd Street. Newly aligned sidewalks were constructed with streetscape elements incorporated into the design to enhance visibility, safety, and access along 3rd Street. A new decorative pedestrian plaza area along Franklin Street as well as benches and low wall limestone seating planters throughout the site are meant to encourage congregation. High visibility crosswalks at mid-block locations and intersections will allow for enhanced pedestrian flow. Parking issues were addressed through the construction of a parking lot at 105 3rd Street as well as replacing the non-standard parking with new standard dimensioned parallel parking spaces. The project included major utility infrastructure improvements. A new water main and a reconfigured storm sewer system was designed and constructed as part of the project. New ornamental street lighting and festoon lighting was installed along with electrical service lines and receptacle cabinets to be utilized for powering of various Village sponsored events. Additionally, coordination and phasing with the utility companies was completed in order to bury overhead cable and electrical lines and allow for the removal of all utility poles within the project limits.



Civil Engineer trained in the fields of civil and construction engineering. Experience includes construction observation, estimation of quantities and project scheduling. Responsibilities include construction observation and inspection.

**YEARS EXPERIENCE:** 4  
**YEARS WITH CBEL:** 4

Software Experience: AutoCad, Solid Works, Microsoft Word, Excel and Power Point

**EDUCATION**

Bachelor of Science, 2014  
Civil Engineering  
University of Illinois at Chicago

**Fairway Stage 2 Drainage & Watermain Improvements, Orland Park:** Resident Engineer assisting with construction observation, coordination of material inspection, documentation of quantities and contract administration in accordance with IDOT's Construction Manual. This project was the construction of a 7,000 LF of new 8-inch ductile iron watermain. Also included in this project were miscellaneous drainage improvements, including installation of rear yard drainage structures which were tied into the existing storm sewer system.

**CERTIFICATIONS**

Documentation of Contract  
Quantities, IDOT, 15-0209

**Maycliff Subdivision Stormwater & Watermain, Orland Park:** Resident Engineer assisting with construction observation, coordination of material inspection, documentation of quantities and contract administration in accordance with IDOT's Construction Manual. The improvements included approximately 2,800 LF of storm sewer ranging from 12-inch to 60 inch in diameter as well as approximately 5,400 LF of new 8" and 12" diameter watermain.

**PROFESSIONAL DEVELOPMENT**

IDOT Training: STTP-S46 Small  
Drainage Structures

**York Road Resurfacing, Oak Brook:** Assistant Resident Engineer that inspected all construction and materials in accordance with IDOT and MUTCD manual. Project consisted of resurfacing the existing concrete base course with leveling binder and HMA surface course, in addition to base course patching, curb and gutter replacement and removal to improve drainage, non-compliant sidewalk ramp replacement to current ADA standards and landscaping restoration.

**PROFESSIONAL AFFILIATION**

American Society of  
Civil Engineers

**UP ROW Parking Lot, Lincolnwood:** Resident Engineer assisting with construction of a new parking lot within the former UP Railroad ROW. The work consisted of a new 54" storm sewer, permeable brick pavers, HMA pavement, new curb and gutter and lighting.

**Old Town Streetscape, Bloomingdale:** Resident Engineer assisting with construction observation, managing contractors, overseeing scheduling and contract administration. The Old Town Streetscape and Roadway Improvement project consisted of elements intended to improve safety for vehicle and pedestrian users. Newly aligned sidewalks were constructed with streetscape elements incorporated into the design to enhance visibility, safety, and access along 3rd Street. A new decorative pedestrian plaza area along Franklin Street as well as benches and low wall limestone seating planters throughout the site. Nearly all of 3rd Street and Franklin Street (within the project limits) was fully reconstructed while the alley and street returns were resurfaced with new curb and gutter. The project also included major utility infrastructure improvements. A new water main and a reconfigured storm sewer system were designed and constructed as part of the project. New ornamental street lighting and festoon lighting were installed along with electrical service lines and receptacle cabinets to be utilized for powering of various Village sponsored events. Additionally, coordination and phasing with the utility companies were completed in order to bury overhead cable and electrical lines and allow for the removal of all utility poles within the project limits.

**Pratt Avenue, Lincolnwood:** Resident Engineer assisting with construction observation, coordination of material inspection, documentation of quantities and contract administration in accordance with IDOT's Construction Manual.

**2015 Street Rehabilitation Project, Elmwood Park:** Resident Engineer assisting with construction observation, coordination of material inspection, documentation of quantities and contract administration in accordance with IDOT's Construction Manual. Project included construction observation services for rehabilitation of various streets totaling approx. 31,000 LF throughout the north half of the Village. Scope included, as necessary, street resurfacing with curb and gutter repairs, sidewalk replacement, alley apron replacement, and combination sewer improvements along various streets. Successfully completed project under budget and before completion date.

**2015 Paving Project, Riverside:** Resident Engineer assisting with construction observation, coordination of material inspection, documentation of quantities and contract administration in accordance with IDOT's Construction Manual. Project included construction observation services for rehabilitation of various streets totaling approx. 11,000 LF throughout the Village.



Scope included, as necessary, street resurfacing with curb and gutter repairs, sidewalk replacement, and driveway apron replacement. Successfully completed project under budget and before completion date.

**2015 Storm Water Management, Elmwood Park:**

Construction Engineer assisting with construction observation, documentation of quantities and contract administration in accordance with IDOT's Construction Manual. Scope included water main replacement, installation of new storm and sanitary sewers, and sewer improvements along various streets.

**2014 Street Rehabilitation Project, Elmwood Park:** Resident Engineer assisting with construction observation, coordination of material inspection, documentation of quantities and contract administration in accordance with IDOT's Construction Manual. Project included construction observation services for rehabilitation of various streets totaling approx. 55,000 LF throughout the south half of the Village. Scope included, as necessary, street resurfacing with curb and gutter repairs, sidewalk replacement, alley apron replacement, and combination sewer improvements along various streets.

**Metra, Chicago\*:** Civil Engineer Intern/Project Engineer. Responsibilities included providing support for conducting field investigations, including geotechnical drilling and sampling; assisting in and conducting analyses and engineering calculations; preparing daily engineering reports; daily field site inspection; preparing material quantity calculations and cost estimates; and providing construction oversight and other construction-support services.

*\*prior experience*



# TAB 6 REQUIRED VILLAGE FORMS



**RETURN WITH PROPOSAL**

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE**

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

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

**RETURN WITH PROPOSAL**


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

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

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

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

Executed this 3rd day of May 2018 by:

Christopher B. Burke Engineering, Ltd.  
\_\_\_\_\_  
Firm name  
By:   
\_\_\_\_\_  
President  
\_\_\_\_\_  
Title  
(Seller)

**RETURN WITH PROPOSAL**

**STATE OF ILLINOIS**  
**DRUG FREE WORKPLACE CERTIFICATION**

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

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

The proposer/grantee certifies and agrees that it will provide a drug free workplace by:

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



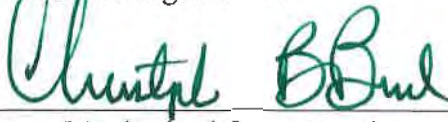
**RETURN WITH PROPOSAL**

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

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

Christopher B. Burke Engineering, Ltd.

Printed Name of Organization



Signature of Authorized Representative

Christopher B. Burke, PhD, PE, D.WRE, Dist.M. ASCE  
President      May 3, 2018

Printed Name and Title

Date

Requisition/Contract/Grant ID Number

**RETURN WITH PROPOSAL**

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

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

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

NOW THEREFORE, IT IS HEREBY CERTIFIED THAT the undersigned,

Christopher B. Burke Engineering, Ltd.

(individual, firm, corporation or other entity)

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

DATE: May 3, 2018

By: 

President

ATTEST:




(SEAL)

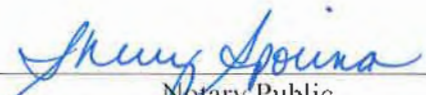
**RETURN WITH PROPOSAL**

**PROPOSER CERTIFICATION  
SEXUAL HARASSMENT POLICY**

Christopher B. Burke Eng. Ltd. ("Proposer"), having submitted a proposal to the Village of River Forest, hereby certifies that said Proposer has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

Signed by:  (Corporate Seal)  
Title: President  
Name & Address Christopher B. Burke Engineering, Ltd.  
9575 W. Higgins Road, Suite 600  
of Proposer  
or Vendor Rosemont, IL 60018

Subscribed and sworn to before me  
this 3rd day of May, 2018

  
Notary Public



**TAB 7**  
**FEE PROPOSAL**



**2018 Water Main Improvements  
Construction Engineering Services**

**Engineering Fee Estimate**

Task	Description	Classification and Hourly Rate		Total Hours	Fee \$
		Engineer IV \$160	Engineer I/II \$113		
1	Preconstruction	4	12	16	\$1,996
2	Construction Observation	12	250	262	\$30,170
3	Close-out	4	20	24	\$2,900
<b>TOTAL</b>		<b>20</b>	<b>282</b>	<b>302</b>	<b>\$35,066</b>

**Total Not-to-Exceed Fee = \$35,066**

**Key Personnel**

Orion Galey, PE  
Razvan Calin

**Classification**

ENG IV  
ENG III

**Project Role**

Project Manager  
Resident Engineer



## MEMORANDUM

**DATE:** May 14, 2018

**TO:** Eric J. Palm, Village Administrator

**FROM:** John Anderson, Director of Public Works

**SUBJECT:** Award of Contract - 2018 Street Maintenance Program (Pavement Preservation)

---

**Issue:** Staff is seeking the award of a contract for the pavement preservation portion of the 2018 Street Maintenance Program (Pavement Preservation).

**Analysis:** In previous years the Street Maintenance Program has included the application of crack-sealing products and application of a pavement preservation product on various streets throughout the Village. The crack-sealing portion of this work is part of a joint-bid with the Village of Oak Park and will be bid separately.

The pavement preservation technique involves the application of a liquid-like substance to designated streets. The material soaks into the pavement and replenishes the flexibility that is lost during exposure to the elements. The combination of ultraviolet light, salt application during winter, water entering small cracks and the weight of vehicles repeatedly driving over a pavement work to break down the “glue” that holds the asphalt pavement together which makes it more brittle and subject to failure. The products specified by Village Staff for the pavement preservation project soak into the pavement and add back this lost flexibility which keeps the pavement in a more manageable condition for a longer period of time.

The approved FY19 budget includes \$50,000 for this project in the General Fund. The project was part of a joint bid between the Village of River Forest, the Village of Elmwood Park, and the Village of Riverside. On May 2<sup>nd</sup>, two bids were received and opened. As the attached bid tabulation indicates, the two bids include two different types of rejuvenation product.

Based on past experience, Village Staff is recommending the application of the Biorestor product. This product has been used in the past and has benefits that the other products cannot match. Among the benefits that this product offers over others include:

- Shorter drying time (approximately half of what other products require)
- Clear application (no need to avoid or replace pavement striping)
- Lower skid resistance depletion (other products leave the pavement more slippery)
- More environmentally friendly (of the products submitted, this is the only pavement rejuvenator on the USDA’s “BioPreferred” list)

**Recommendation:** Staff recommends the award of a contract with the following motion: Motion to award a contract to Denler, Inc. in the amount of \$43,760.00 for the 2018 Street Maintenance

Program (Pavement Preservation) and authorize the Village Administrator to execute the contract agreement.

**Attachments:** Bid Tabulation

Village of River Forest  
 2018 Pavement Preservation Project

Bid Tabulation

5/2/2018

Denler, Inc. 20502 S. Cherry Hill Road Joliet, IL 60433	American Road Maintenance 26W110 Wood Lark Drive Carol Stream, IL 60188
Product: Biorestor	Product: GSB-88

Item #	Item	Unit	River Forest Quantity	Elmwood Park Quantity	Riverside Quantities	Total Quantity	Unit Price	Total Price	Unit Price	Total Price
1	Asphalt Pavement Rejuvenating Agent	SY	54,700	37,500	27,750	119,950	\$0.80	\$95,960.00	\$1.25	\$149,937.50

As Calculated		\$95,960.00		\$149,937.50
As Read		\$95,960.00		\$149,937.50





## MEMORANDUM

**DATE:** May 14, 2018

**TO:** Eric J. Palm, Village Administrator

**FROM:** John Anderson, Director of Public Works

**SUBJECT:** Award of Contract – 2018 Sewer Lining Project

---

**Issue:** Staff is seeking the award of a contract for the 2018 Sewer Lining Project.

**Analysis:** The Village has been relining sewers since 1994 using a process known as cured in-place pipe (CIPP). It is a “no-dig” technology that allows pipes in poor condition to be rehabilitated without the need to dig up a street and replace the pipe. It involves inserting a heat-activated, epoxy-impregnated, felt liner inside the existing sewer. The liner is expanded using water or steam pressure and is then cured by circulating hot water or steam inside the liner. The cured liner hardens to a PVC pipe-like consistency which provides structural stability to the existing sewer. Service laterals are then reinstated from within the new liner through the use of a robotic cutting device and a camera. We consider this process to be a proactive and cost effective approach towards the maintenance of our aging sewer system. Lining the sewers helps resolve existing structural failures, reduces root and groundwater infiltration, and increases the flow capacity by creating a smoother pipe surface.

Manhole lining was also added to the scope of the project as a bid alternate. This approach will allow for the lining of manholes where needed pending any remaining funds after sewer lining and point repairs are completed.

The proposed FY19 Water and Sewer Fund budget includes \$140,000 for sewer relining and an additional \$35,000 for point repairs. Point repairs include the replacement of severely deteriorated (short) sections of sewers utilizing open-trench excavation.

On April 27<sup>th</sup>, Staff received and opened six bids for this year’s project. Kenny Construction Company was the low bidder (when considering the base bid and the additive bid alternate) with a total bid of \$171,439.00.

While Kenny Construction has not performed work in the Village in the past, multiple references were checked and none provided negative feedback.

**Recommendation:** Staff recommends approval of this contract with the following motion: Motion to award the contract to Kenny Construction Company in the amount of \$171,439.00 for the 2018 Sewer Lining Project and authorize the Village Administrator to execute the contract agreement.

**Attachments:** Bid Tabulation

Village of River Forest  
 2018 Sewer Lining  
 Bid Tabulation  
 4/27/2018

Kenny Construction Company 2215 Sanders Rd, Ste 400 Northbrook, IL 60062	Insituform Technologies USA 17988 Edison Ave Chesterfield, MO 63005	Hoerr Construction, Inc. 1416 County Rd 200 North Goodfield, IL 61742
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**BASE BID**

Item Description	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Cured-In-Place-Pipe (9")	LF	285	\$33.00	\$9,405.00	\$32.20	\$9,177.00	\$42.00	\$11,970.00
Cured-In-Place-Pipe (12")	LF	2540	\$42.00	\$106,680.00	\$40.90	\$103,886.00	\$40.00	\$101,600.00
Cured-In-Place-Pipe (15")	LF	197	\$50.00	\$9,850.00	\$65.20	\$12,844.40	\$66.00	\$13,002.00
Cured-In-Place-Pipe (18")	LF	123	\$77.00	\$9,471.00	\$99.10	\$12,189.30	\$95.00	\$11,685.00
Heavy Cleaning	LF	100	\$5.00	\$500.00	\$5.60	\$560.00	\$8.00	\$800.00
Cut Protruding Lateral	EACH	3	\$300.00	\$900.00	\$335.00	\$1,005.00	\$350.00	\$1,050.00
Point Repair #1	LSUM	1	\$13,500.00	\$13,500.00	\$14,280.80	\$14,280.80	\$14,800.00	\$14,800.00
Point Repair #2	LSUM	1	\$9,945.00	\$9,945.00	\$10,520.20	\$10,520.20	\$10,940.00	\$10,940.00

As Calculated		\$160,251.00		\$164,462.70		\$165,847.00
As Read		\$160,251.00		\$164,462.70		\$165,847.00

**BID ALTERNATE**

Item Description	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Manhole Lining	LF	40	\$279.70	\$11,188.00	\$333.20	\$13,328.00	\$350.00	\$14,000.00

As Calculated		\$11,188.00		\$13,328.00		\$14,000.00
As Read		\$11,188.00		\$13,328.00		\$14,000.00

**BASE BID + BID ALTERNATE TOTAL:** **\$171,439.00** **\$177,790.70** **\$179,847.00**

**(CONTINUED)**

Benchmark Construction Co 2260 Southwidd Blvd Bartlett, IL 60103	Visu-Sewer of Illinois, LLC 9014 S Thomas Ave Bridgeview, IL 60455	National Power Rodding Corp 2500 W Arthington St Chicago, IL 60612
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**BASE BID**

Item Description	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Cured-In-Place-Pipe (9")	LF	285	\$48.00	\$13,680.00	\$40.00	\$11,400.00	\$30.71	\$8,752.35
Cured-In-Place-Pipe (12")	LF	2540	\$50.00	\$127,000.00	\$44.75	\$113,665.00	\$36.75	\$93,345.00
Cured-In-Place-Pipe (15")	LF	197	\$60.00	\$11,820.00	\$73.75	\$14,528.75	\$47.51	\$9,359.47
Cured-In-Place-Pipe (18")	LF	123	\$110.00	\$13,530.00	\$103.00	\$12,669.00	\$89.51	\$11,009.73
Heavy Cleaning	LF	100	\$1.00	\$100.00	\$5.00	\$500.00	\$0.10	\$10.00
Cut Protruding Lateral	EACH	3	\$350.00	\$1,050.00	\$300.00	\$900.00	\$150.00	\$450.00
Point Repair #1	LSUM	1	\$7,500.00	\$7,500.00	\$17,800.00	\$17,800.00	\$15,000.00	\$15,000.00
Point Repair #2	LSUM	1	\$7,500.00	\$7,500.00	\$19,900.00	\$19,900.00	\$15,000.00	\$15,000.00

As Calculated		\$182,180.00		\$191,362.75		\$152,926.55
As Read		\$182,180.00		\$191,362.75		\$152,926.55

**BID ALTERNATE**

Item Description	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Manhole Lining	LF	40	\$400.00	\$16,000.00	\$365.00	\$14,600.00	\$1,500.00	\$60,000.00

As Calculated		\$16,000.00		\$14,600.00		\$60,000.00
As Read		\$16,000.00		\$14,600.00		\$60,000.00

**BASE BID + BID ALTERNATE TOTAL:** **\$198,180.00** **\$205,962.75** **\$212,926.55**



## MEMORANDUM

**DATE:** May 14, 2018

**TO:** Eric J. Palm, Village Administrator

**FROM:** John Anderson, Director of Public Works

**SUBJECT:** Intergovernmental Agreement Approval – Gale Avenue Alley Reconstruction

---

**Issue:** Staff is seeking the approval of an Intergovernmental Agreement (IGA) with the Metropolitan Water Reclamation District (MWRD).

**Analysis:** In 2017, the MWRD established a grant program to help fund green infrastructure within their service area. In May of 2017, Village Staff submitted a grant application for the Gale Avenue Alley Reconstruction Project. Similar to recent alley reconstruction projects, the design of the Gale Avenue Alley Project seeks to reconstruct the alley with the middle section of the pavement consisting of permeable pavers to help mitigate stormwater runoff. The project is anticipated to cost approximately \$150,000.00.

The MWRD received 47 submittals from area municipalities, townships and other governmental agencies. In November of 2017, Village Staff was notified that the Gale Avenue Alley Reconstruction submittal had been approved to receive partial grant funding – likely in the amount of \$75,000.00. Once the attached IGA is approved by the Village, it will be presented to the MWRD Board of Commissioners for approval. Upon approval, the grant amount will be formalized.

Once the grant funding amount is established, the project will be competitively bid for construction. It is anticipated that this project will be constructed during FY19.

**Recommendation:** Staff recommends approval of this IGA with the following motion: Motion to approve the Intergovernmental Agreement by and between the Village of River Forest and the Metropolitan Water Reclamation District of Greater Chicago for the Gale Avenue Green Alley Improvements.

**Attachments:** MWRD IGA

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF  
RIVER FOREST AND THE METROPOLITAN WATER RECLAMATION DISTRICT  
OF GREATER CHICAGO FOR THE GALE AVENUE GREEN ALLEY  
IMPROVEMENTS**

**THIS INTERGOVERNMENTAL AGREEMENT** (hereinafter the “Agreement”) entered into, by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body politic, organized and existing under the laws of the State of Illinois (“MWRD”) and the Village of River Forest, a municipal corporation and local unit of government organized under Article VII, Section 7 of the 1970 Constitution of the State of Illinois, (hereinafter the “Village”). Together, the MWRD and the Village may, for convenience only, be hereinafter referred to as the “Parties” and each individually as a “Party.”

**WITNESSETH:**

**WHEREAS**, on November 17, 2004, Public Act 093-1049 amended the Metropolitan Water Reclamation MWRD Act (“Act”) in various ways;

**WHEREAS**, the Act, as amended, declares that stormwater management in Cook County shall be under the general supervision of the MWRD;

**WHEREAS**, Public Act 098-0652 amended the Act again June 18, 2014, by specifically authorizing the MWRD to plan, implement, and finance activities relating to stormwater management in Cook County;

**WHEREAS**, one component of the MWRD’s stormwater management program includes green infrastructure, which shall hereinafter be defined as the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evapotranspire stormwater and reduce flows to sewer systems or to surface waters as more fully set forth at 415 ILCS 56/5;

**WHEREAS**, the MWRD has committed to implement a Green Infrastructure Program Plan in conformance with Appendix E, Section II (C) of a certain consent decree entered into in Unites States, et al., v. Metropolitan Water Reclamation District of Greater Chicago, Case No.

1:11-cv-08859 (N.D. Ill. 2014) (“Consent Decree”), and the MWRD’s formal Commitment herein is intended to satisfy that obligation;

**WHEREAS**, the Village is located within the boundaries of Cook County;

**WHEREAS**, the Village proposes the construction of a permeable pavement alley from Vine St. to Madison St. between Gale Ave. & Keystone Ave., River Forest, IL. The proposed green infrastructure installation will provide a total design retention capacity of 26,490 gallons. The proposed green infrastructure will serve to further the MWRD’s goal of informing the public of the value of green infrastructure;

**WHEREAS**, the Village intends to perform the construction, operation and maintenance of the proposed green infrastructure installation;

**WHEREAS**, the Village proposed plans to construct the green infrastructure in the Village of River Forest may be approached more effectively, economically, and comprehensively with the Village and MWRD cooperating and using their joint efforts and resources;

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation;

**WHEREAS**, on \_\_\_\_\_, 201\_, the MWRD’s Board of Commissioners authorized the MWRD to enter into an intergovernmental agreement with the Village;

**WHEREAS**, on May 14, 2018, the Village President and Board of Trustees authorized the Village of River Forest to enter into an intergovernmental agreement with the MWRD;

**NOW THEREFORE**, in consideration of the matters set forth, the mutual covenants and agreements contained in this agreement and, for other good and valuable consideration, the Village and MWRD hereby agree as follows:

**Article 1. Incorporation of Recitals**

The recitals set forth above are incorporated herein by reference and made a part hereof.

## **Article 2. Scope of Work**

1. The work contemplated by this Agreement will include construction, operation, and maintenance of a permeable pavement alley from Vine St. to Madison St. between Gale Ave. & Keystone Ave., River Forest, IL. These improvements (hereinafter the “Project”) are categorized by the MWRD as “green infrastructure.”
2. The Village, at its sole cost and expense, shall cause to be prepared construction drawings, specifications, and details (hereinafter “Construction Documents”) for the Project.
3. The Project will be constructed to maximize the design retention capacity. The green infrastructure components of the Project shall be designed to capture up to 26,490 gallons of stormwater per rain event.
4. To the extent practicable, the Village, its agents, contractors or employees shall use MWRD biosolids in any amendments performed to the soil of the Project area, including, but not limited to, any installation of native landscaping. Subject to availability, the MWRD will provide the biosolids free of charge with the Village being required to pay only for any transportation costs necessary to deliver the biosolids to the Project area.
5. The Project shall realize all public benefits of helping to alleviate flooding, located within the Village (the Project area), as shown in Exhibit 1.
6. The Village shall provide the MWRD with a copy of 60% and 98% complete Construction Documents for the MWRD’s approval as to the Project’s intended stormwater and green infrastructure benefits to the public.
7. The MWRD shall review and provide comments to the Village as to the Project’s intended stormwater and/or green infrastructure benefit to the public in writing within 30 calendar days of receipt of the 60% and 98% complete Construction Documents. The Village shall incorporate the MWRD’s review comments into the Construction Documents.

8. The Village, at its sole cost and expense, shall construct the Project in accordance with the final Construction Documents.
9. The Village will publicly advertise the Project and publicly award all Project-related construction contracts to the lowest responsible bidder as determined by the Village. The Village shall consider and act in general accord with the applicable standards of the MWRD's Purchasing Act, 70 ILCS 2605/11.1-11.24, and Multi-Project Labor Agreement (attached to this Agreement as Exhibits 2 and 3, respectively) when advertising and awarding the construction contracts. The Village shall also require a payment bond and performance bond for all Project-related construction contracts in general accord with the applicable standards of Exhibit 2. The Village may impose more stringent requirements than those contained in Exhibits 2 and 3 when awarding Project-related construction contracts, but in no event shall the Village requirements fall below the MWRD's applicable general standards. The Village need not include the attached Exhibits 2 and 3 as part of its bid documents. However, the Village is responsible for ensuring that these applicable minimum requirements are met.
10. The Village shall comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. Current prevailing wage rates for Cook County are determined by the Illinois Department of Labor. The prevailing wage rates are available on the Illinois Department of Labor's official website. It is the responsibility of the Village to obtain and comply with any revisions to the rates should they change throughout the duration of the Agreement.
11. The Village, at its sole cost and expense, shall provide the final design of the Project, land acquisition and remediation, and construction oversight and administrative support for the Project.
12. The Village shall submit an Operation and Maintenance Plan (hereinafter the "O&M Plan") for the MWRD's review and approval. The O&M Plan shall be included as part of Exhibit 4. At its sole cost and expense, the Village shall operate and maintain the Project in accordance with the O&M Plan.

13. The MWRD shall reimburse the Village for 40.5% of the cost of the Project, but in no event shall that amount exceed Seventy-Five Thousand Dollars (\$75,000.00) (the “Maximum Reimbursement Amount”). All reimbursement provided by the MWRD shall be used exclusively for the construction of the Project. The Village will be responsible for securing funding or contributing its own funds for all remaining costs necessary to construct the Project in accordance with the Construction Documents. For purposes of this Agreement, “construction” shall mean all work necessary to build the Project as depicted in the Construction Documents. The Village shall be solely responsible for change orders, overruns or any other increases in cost of the Project. The MWRD shall disburse funds to the Village in accordance with the following schedule:
  - a. 50% at 50% completion of construction;
  - b. 50% at final completion and after final inspection by the MWRD.
14. The MWRD’s Maximum Reimbursement Amount is based on the funding amount that the MWRD’s Board of Commissioners has approved and appropriated for purposes of this Agreement for the current fiscal year. Any additional funding beyond the current fiscal year is subject to the approval of the MWRD’s Board of Commissioners.
15. As of the date the Village executed this Agreement, the Village has spent approximately \$7,000.00 on engineering, property acquisition, and other design-related project costs. The Village will also contribute approximately \$75,000.00 towards total construction costs, including construction inspection.
16. As a condition for reimbursement, the Village shall submit copies of construction invoices to the MWRD for the MWRD’s review and approval, such approval not to be unreasonably withheld.
17. The Village shall return all funds provided by the MWRD if the Project is not completed in accordance with the Construction Documents within two (2) years of the Village’s initial award of a construction contract related to the Project, unless the MWRD approves extension prior to the expiration of the two (2) year completion period; such approvals shall not be unreasonably withheld.



### **Article 3. Permits and Fees**

1. Federal, State, and County Requirements. The Village shall obtain all federal, state, county, and local permits required by law for the construction of the Project, and shall assume any costs in procuring said permits. Additionally, the Village shall obtain all consents and approvals required by federal, state, and/or county regulations for the construction of the Project, and shall assume any costs incurred in procuring all such consents and approvals.
2. Operation and Maintenance. The Village shall obtain any and all permits necessary for the performance of any operations or maintenance work associated with the improvements to be constructed by the Village in connection with the Project, and in accordance with Article 5 of this Agreement.

### **Article 4. Property Interests**

1. Prior to construction, the Village shall acquire any temporary or permanent easements, license agreements, or fee simple title as may be necessary for construction, maintenance, and access to the Project. Any property interests acquired by the Village must be consistent with the MWRD's right to access the Project to conduct an inspection or perform maintenance as set out in Article 5.
2. Should acquisition of property interests via condemnation be necessary, the Village shall incur all associated costs, including purchase price and/or easement fee as well as any attorney fees.
3. The Village shall record all easements, licenses or deeds acquired for the Project.
4. The Village shall own all of the improvements constructed for the Project. Nothing in this Agreement shall be construed as creating an ownership or property interest for the MWRD in any part of the Project.

### **Article 5. Maintenance**

1. The Village, at its sole cost and expense, shall perpetually maintain the Project and any other associated appurtenances in accordance with the O&M plan approved by the MWRD.

2. The Village shall conduct annual inspections to ensure adequate maintenance of the Project. The Village shall prepare a report detailing its annual inspection, observations, and conclusions including whether the Project is operating as designed, functioning, and providing the intended public benefit. The annual inspection report shall be stamped by a Professional Engineer licensed by the State of Illinois. The stamped annual inspection report shall be provided to the MWRD within thirty (30) days of completion.
3. The MWRD shall have the right (including any necessary right of access) to conduct its own annual inspection of the constructed Project upon reasonable notice to the Village.
4. In the event of failure of the Village to maintain the Project as described above to the satisfaction of the MWRD, the MWRD may issue a thirty (30) day written notice by certified or registered mail to the Village directing the Village to perform such maintenance. If maintenance has not been accomplished on or before thirty (30) days after such notice, the MWRD may cause such maintenance to be performed and the Village shall pay the MWRD the entire cost the MWRD incurred to perform the required maintenance.
5. In the event of failure of the Village to maintain or operate the Project to provide the intended public benefit, the MWRD may demand that some or all of the funding it provided under this Agreement be returned to the MWRD.
6. In performing its obligations under this Article, the Village shall comply with all access restrictions and notice requirements set forth in the easements, licenses or deeds recorded pursuant to Article 4 of this Agreement.

#### **Article 6. Notification**

1. Bid Advertisement. The Village will provide the MWRD with thirty (30) days' notice prior to Bid Advertisement for the Project.

2. Construction. The Village shall provide the MWRD with a construction schedule and provide the MWRD a minimum of seventy-two (72) hours' notice before the following project milestones:

- Start of work
- Substantial completion
- Completion of work

**Article 7. Signage**

Wherever green infrastructure is present and visible to the community, signs shall permanently be displayed setting forth the following information “This project is a joint effort between the Village of River Forest and the Metropolitan Water Reclamation MWRD of Greater Chicago, designed to promote the use of green infrastructure as an effective means of stormwater management.” The signs shall be maintained by the Village, and shall include educational information about the benefits of green infrastructure. The MWRD will provide examples of signage used for similar projects.

**Article 8. Termination by the Village**

Prior to commencement of construction of the Project, the Village may, at its option, and upon giving notice to the MWRD in the manner provided in Article 26 below, terminate this Agreement as it pertains to the entire Project. The Village shall return all Project-related funds received from the MWRD no later than fourteen (14) days following its termination of the Agreement.

**Article 9. Termination by the MWRD**

Prior to Bid Advertisement of the Project, the MWRD may, at its option, and upon giving notice to the Village in the manner provided in Article 26 below, terminate this Agreement as it pertains to the entire Project.

**Article 10. Effective Date**

This Agreement becomes effective on the date that the last signature is affixed hereto.

**Article 11. Duration**

Subject to the terms and conditions of Articles 8 and 9 above, this Agreement shall remain in full force and effect for perpetuity.

**Article 12. Non-Assignment**

Neither Party may assign its rights or obligations hereunder without the written consent of the other Party.

**Article 13. Waiver of Personal Liability**

No official, employee, or agent of either Party to this Agreement shall be charged personally by the other Party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a Party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

**Article 14. Indemnification**

The Village shall defend, indemnify, and hold harmless the MWRD, its Commissioners, officers, employees, and other agents ("MWRD Party") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorney fees and disbursements), claims, demands, actions, suits, proceedings, judgments, or settlements, any or all of which are asserted by any individual, private entity, or public entity against the MWRD Party and arise out of or are in any way related to: (1) design, construction, or maintenance of the Project that is the subject of this Agreement; or (2) the exercise of any right, privilege, or authority granted to the Village under this Agreement.

## **Article 15. Representations of the Village**

The Village covenants, represents, and warrants as follows:

1. The Village has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign same on behalf of and to bind the Village; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Village or any instrument to which the Village is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation; and
4. The Village has allocated \$75,000.00 in funds for this Project, which are separate from and in addition to funds to be provided by the MWRD under this Agreement.

## **Article 16. Representations of the MWRD**

The MWRD covenants, represents, and warrants as follows:

1. The MWRD has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of the MWRD are duly authorized to sign same on behalf of and to bind the MWRD; and

The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the MWRD or any instrument to which the MWRD is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

### **Article 17. Disclaimers**

This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between the MWRD and any party other than the Village.

### **Article 18. Waivers**

Whenever a Party to this Agreement by proper authority waives the other Party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

### **Article 19. Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

### **Article 20. Necessary Documents**

Each Party agrees to execute and deliver all further documents, and take all further action reasonably necessary to effectuate the purpose of this Agreement. Upon the completion of the Project, the Village shall provide the MWRD with a full sized copy of "As-Built" drawings for the Project. The drawings shall be affixed with the "As-Built" printed mark and must be signed by both the Village resident engineer and the contractor.

**Article 21. Deemed Inclusion**

Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either Party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.

**Article 22. Entire Agreement**

This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the Parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

**Article 23. Amendments**

This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both Parties.

**Article 24. References to Documents**

All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both Parties hereto are privy.

**Article 25. Judicial and Administrative Remedies**

The Parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The Parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

The rights and remedies of the MWRD or the Village shall be cumulative, and election by the MWRD or the Village of any single remedy shall not constitute a waiver of any other remedy that such Party may pursue under this Agreement.

**Article 26. Notices**

Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the Party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, or by facsimile. A written notice shall be deemed to have been given to the recipient Party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (c) with respect to notices sent by facsimile, on the date sent, if sent to the facsimile number(s) set forth below and upon proof of delivery as evidenced by the sending fax machine. The name of this Agreement i.e., “INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF RIVER FOREST AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE GALE AVENUE GREEN ALLEY IMPROVEMENTS must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this Agreement, or that either Party desires to give to the other, shall be addressed as set forth in Article 27, unless otherwise specified and agreed to by the Parties:



**Article 27. Representatives**

Immediately upon execution of this Agreement, the following individuals will represent the Parties as a primary contact and receipt of notice in all matters under this Agreement.

For the MWRD:

Director of Engineering

Metropolitan Water Reclamation District  
of Greater Chicago

100 East Erie Street

Chicago, Illinois 60611

Phone: (312) 751-7905

Fax: (312) 751-5681

For the VILLAGE:

Village Engineer

Village of River Forest

400 Park Avenue

River Forest, IL 60305

Phone: (708) 714-3551

Each Party agrees to promptly notify the other Party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such Party for the purpose hereof.

**Article 28. Interpretation and Execution**

1. The Parties agree that this Agreement shall not be construed against a Party by reason of who prepared it.
2. Each Party agrees to provide a certified copy of the ordinance, bylaw, or other authority demonstrating that the person(s) signing this Agreement is/are authorized to do so and that this Agreement is a valid and binding obligation of the Party.
3. The Parties agree that this Agreement shall be executed in quadruplicate.

**IN WITNESS WHEREOF**, the Metropolitan Water Reclamation District of Greater Chicago and the Village of River Forest, the Parties hereto, have each caused this Agreement to be executed by their duly authorized officers, duly attested and their seals hereunto affixed.

BY: \_\_\_\_\_  
Cathy Adduci, Village President

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Kathleen Brand-White, Village Clerk

\_\_\_\_\_  
Date

**METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO**

\_\_\_\_\_  
Chairman of the Committee on Finance      Date

\_\_\_\_\_  
Executive Director      Date

ATTEST:

\_\_\_\_\_  
Clerk      Date

APPROVED AS TO ENGINEERING, OPERATIONS, AND TECHNICAL MATTERS:

\_\_\_\_\_  
Engineer of Stormwater Management      Date

\_\_\_\_\_  
Assistant Director of Engineering      Date

\_\_\_\_\_  
Director of Engineering      Date

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Head Assistant Attorney      Date

\_\_\_\_\_  
General Counsel      Date

## Exhibits and Attachments

- Exhibit 1A-B: Project Area Map & Details
- Exhibit 2: District's Purchasing Act
- Exhibit 3: MPLA
- Exhibit 4: Operation and Maintenance Plan, Inspection Log, Owner's Certification Statement

EXHIBIT 1A

VINE ST

THATCHER AVE

GALE AVE

KEYSTONE AVE

FOREST AVE

PROJECT LOCATION

MADISON ST



## EXHIBIT 1B

### **Project Fact Sheet**

**Municipality:** Village of River Forest (Design Completed In-House)

**Project Name:** Gale Avenue Green Alley Improvement

**Project Location:** The general location is just northeast of the intersection of Madison Street and Thatcher Avenue. The project is between Gale Avenue, Keystone Avenue, Vine Street and Madison Street.

**Project Description:** The project involves the reconstruction of an approximately 9,000 square foot alley pavement (existing concrete) with a permeable surface and open-graded stone base. A perforated underdrain will be installed at the top of the stone base to allow for relief during very large rain events due to the low-permeability of the soil (borings were completed).

**Project Benefits:** This project will improve the driving surface and aesthetic of the alley as well as provide stormwater storage in an area that experiences flooding/ponding during heavy rain events. This will serve as a visual example of the type of hard-scape restoration that can be completed by surrounding residents.

**Project BMPs:** This project will include the installation of permeable pavers with a stone sub-base for pollutant removal and stormwater storage. The retention capacity of this cross-section is 16,184 gallons of stormwater.

**Total Project Cost:** The total project cost is estimated to be approximately \$150,000.

**MWRD Contribution Amount:** It is anticipated that the MWRD will fund \$75,000 of this project. The Village of River Forest will fund all remaining costs.

**Estimated Construction Timeframe:** Start – ASAP      Completion – within 45 calendar days of start.

## EXHIBIT 2

### Exhibit 2: District's Purchasing Act

(70 ILCS 2605/11.1) (from Ch. 42, par. 331.1)

Sec. 11.1. Sections 11.1 through 11.24 of this amendatory Act of 1963 shall be known and may be cited as the "Purchasing Act for the Metropolitan Sanitary District of Greater Chicago."

(Source: P.A. 82-1046.)

(70 ILCS 2605/11.2) (from Ch. 42, par. 331.2)

Sec. 11.2. In addition to all the rights, powers, privileges, duties and obligations conferred thereon in "An Act to create sanitary districts and to remove obstructions in the Des Plaines and Illinois rivers", approved May 29, 1889, as amended, the Metropolitan Sanitary District of Greater Chicago shall have the rights, powers and privileges and shall be subject to the duties and obligations conferred thereon by this amendatory Act of 1963.

(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.3) (from Ch. 42, par. 331.3)

Sec. 11.3. Except as provided in Sections 11.4 and 11.5, all purchase orders or contracts involving amounts in excess of the mandatory competitive bid threshold and made by or on behalf of the sanitary district for labor, services or work, the purchase, lease or sale of personal property, materials, equipment or supplies, or the granting of any concession, shall be let by free and open competitive bidding after advertisement, to the lowest responsible bidder or to the highest responsible bidder, as the case may be, depending upon whether the sanitary district is to expend or receive money.

All such purchase orders or contracts which shall involve amounts that will not exceed the mandatory competitive bid threshold, shall also be let in the manner prescribed above whenever practicable, except that after solicitation of bids, such purchase orders or contracts may be let in the open market, in a manner calculated to insure the best interests of the public. The provisions of this section are subject to any contrary provisions contained in "An Act concerning the use of Illinois mined coal in certain plants and institutions", filed July 13, 1937, as heretofore and hereafter amended. For purposes of this Section, the "mandatory competitive bid threshold" is a dollar amount equal to 0.1% of the total general fixed assets of the district as reported in the most recent required audit report. In no event, however, shall the mandatory competitive bid threshold dollar amount be less than \$10,000 or more than \$40,000.

Notwithstanding the provisions of this Section, the sanitary district is expressly authorized to establish such procedures as it deems appropriate to comply with state or federal regulations as to affirmative action and the utilization of small and minority businesses in construction and procurement contracts.

(Source: P.A. 92-195, eff. 1-1-02.)

(70 ILCS 2605/11.4) (from Ch. 42, par. 331.4)

Sec. 11.4. Contracts which by their nature are not adapted to award by competitive bidding, such as, but not only, contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, contracts for the purchase or sale of utilities and contracts for materials economically procurable only from a single source of supply and leases of real property where the sanitary district is the lessee shall not be subject to the competitive bidding requirements of this Act. The sanitary district is expressly authorized to procure from any federal, state or local governmental unit or agency such surplus materials, as may be made available without conforming to the competitive bidding requirements of this Act. Regular employment contracts, whether classified in civil service or not, shall not be subject to the competitive bidding requirements of this Act. (Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.5) (from Ch. 42, par. 331.5)

Sec. 11.5. In the event of an emergency affecting the public health or safety, so declared by action of the board of trustees, which declaration shall describe the nature of the injurious effect upon the public health or safety, contracts may be let to the extent necessary to resolve such emergency without public advertisement. The declaration shall fix the date upon which such emergency shall terminate. The date may be extended or abridged by the board of trustees as in its judgment the circumstances require.

The executive director appointed in accordance with Section 4 of this Act shall authorize in writing and certify to the director of procurement and materials management those officials or employees of the several departments of the sanitary district who may purchase in the open market without filing a requisition or estimate therefor, and without advertisement, any supplies, materials, equipment or services, for immediate delivery to meet bona fide operating emergencies where the amount thereof is not in excess of \$50,000; provided, that the director of procurement and materials management shall be notified of such emergency. A full written account of any such emergency together with a requisition for the materials, supplies, equipment or services required therefor shall be submitted immediately by the requisitioning agent to the executive director and such report and requisition shall be submitted to the director of procurement and materials management and shall be open to public inspection for a period of at least one year subsequent to the date of such emergency purchase. The exercise of authority in respect to purchases for such bona fide operating emergencies shall not be dependent upon a declaration of emergency by the board of trustees under the first paragraph of this Section. (Source: P.A. 95-923, eff. 1-1-09; 96-165, eff. 8-10-09.)



(70 ILCS 2605/11.6) (from Ch. 42, par. 331.6)

Sec. 11.6. The head of each department shall notify the director of procurement and materials management of those officers and employees authorized to sign requests for purchases. Requests for purchases shall be void unless executed by an authorized officer or employee and approved by the director of procurement and materials management. Requests for purchases may be executed, approved and signed manually or electronically.

Officials and employees making requests for purchases shall not split or otherwise partition for the purpose of evading the competitive bidding requirements of this Act, any undertaking involving amounts in excess of the mandatory competitive bid threshold.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.7) (from Ch. 42, par. 331.7)

Sec. 11.7. All proposals to award purchase orders or contracts involving amounts in excess of the mandatory competitive bid threshold shall be published at least 12 calendar days in advance of the date announced for the receiving of bids, in a secular English language newspaper of general circulation in said sanitary district and shall be posted simultaneously on readily accessible bulletin boards in the principal office of the sanitary district. Nothing contained in this section shall be construed to prohibit the placing of additional advertisements in recognized trade journals. Advertisements for bids shall describe the character of the proposed contract or agreement in sufficient detail either in the advertisement itself or by reference to plans, specifications or other detail on file at the time of publication of the first announcement, to enable the bidders to know what their obligation will be. The advertisement shall also state the date, time and place assigned for the opening of bids. No bids shall be received at any time subsequent to the time indicated in the announcement; however, an extension of time may be granted for the opening of such bids upon publication in the same newspaper of general circulation in said sanitary district stating the date to which bid opening has been extended. The time of the extended bid opening shall not be less than 5 days after publication, Sundays and legal holidays excluded.

Cash, cashier's check or a certified check payable to the clerk and drawn upon a bank, as a deposit of good faith, in a reasonable amount not in excess of 10% of the contract amount, may be required of each bidder by the director of procurement and materials management on all bids involving amounts in excess of the mandatory competitive bid threshold. If a deposit is required, the advertisement for bids shall so specify. Instead of a deposit, the director of procurement and materials management may allow the use of a bid bond if the bond is issued by a surety company that is listed in the Federal Register and is authorized to do business in the State of Illinois.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.8) (from Ch. 42, par. 331.8)

Sec. 11.8. Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such bidder void. Each bidder shall accompany his bid with a sworn statement, or otherwise swear or affirm, that he has not been a party to any such agreement or collusion. Any disclosure in advance of the opening of bids, on the terms of the bids submitted in response to an advertisement, made or permitted by the director of procurement and materials management or any officer or employee of said sanitary district shall render the proceedings void and shall require re-advertisement and re-award.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.9) (from Ch. 42, par. 331.9)

Sec. 11.9. All sealed bids shall be publicly opened by the director of procurement and materials management, or his designee, and such bids shall be open to public inspection for a period of at least 48 hours before award is made; provided, this provision shall not apply to the sale of bonds, tax anticipation warrants or other financial obligations of the sanitary district.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.10) (from Ch. 42, par. 331.10)

Sec. 11.10. Every contract or purchase order involving amounts in excess of the mandatory competitive bid threshold shall be signed by the president or other duly authorized officer of the board of commissioners, by the executive director, by the clerk and by the director of procurement and materials management. Each bid with the name of the bidder shall be entered upon a record which shall be open to public inspection in the office of the director of procurement and materials management. After the award is made, the bids shall be entered in the official records of the board of commissioners.

All purchase orders or contracts involving amounts that will not exceed the mandatory competitive bid threshold shall be let by the director of procurement and materials management. They shall be signed by the director of procurement and materials management and the clerk. All records pertaining to such awards shall be open to public inspection for a period of at least one year subsequent to the date of the award.

An official copy of each awarded purchase order or contract together with all necessary attachments thereto, including assignments and written consent of the director of procurement and materials management shall be retained by the director of procurement and materials management in an appropriate file open to the public for such period of time after termination of contract during which action against the municipality might ensue under applicable laws of limitation. Certified copies of all completed contracts and purchase orders shall be filed with the clerk. After the appropriate period, purchase orders, contracts and attachments in the clerk's possession may be destroyed by direction of the

director of procurement and materials management.

The provisions of this Act are not applicable to joint purchases of personal property, supplies and services made by governmental units in accordance with Sections 1 through 5 of "An Act authorizing certain governmental units to purchase personal property, supplies and services jointly," approved August 15, 1961.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.11) (from Ch. 42, par. 331.11)

Sec. 11.11. In determining the responsibility of any bidder, the director of procurement and materials management may take into account, in addition to financial responsibility, past records of transactions with the bidder, experience, adequacy of equipment, ability to complete performance within a specific time and other pertinent factors, including but not limited to whether the equipment or material is manufactured in North America.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.12) (from Ch. 42, par. 331.12)

Sec. 11.12. Any and all bids received in response to an advertisement may be rejected by the director of procurement and materials management if the bidders are not deemed responsible, or the character or quality of the services, supplies, materials, equipment or labor do not conform to requirements, or if the public interest may be better served thereby.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.13) (from Ch. 42, par. 331.13)

Sec. 11.13. Bond, with sufficient sureties, in such amount as shall be deemed adequate by the director of procurement and materials management not only to insure performance of the contract in the time and manner specified in said contract but also to save, indemnify and keep harmless the sanitary district against all liabilities, judgments, costs and expenses which may in anywise accrue against said sanitary district in consequence of the granting of the contract or execution thereof shall be required for all contracts relative to construction, rehabilitation or repair of any of the works of the sanitary district and may be required of each bidder upon all other contracts in excess of the mandatory competitive bid threshold when, in the opinion of the director of procurement and materials management, the public interest will be better served thereby.

In accordance with the provisions of "An Act in relation to bonds of contractors entering into contracts for public construction", approved June 20, 1931, as amended, all contracts for construction work, to which the sanitary district is a party, shall require that the contractor furnish bond guaranteeing payment for materials and labor utilized in the contract.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.14) (from Ch. 42, par. 331.14)

Sec. 11.14. No contract to which the sanitary district is a party shall be assigned by the successful bidder without the written consent of the director of procurement and materials management. In no event shall a contract or any part thereof be assigned to a bidder who has been declared not to be a responsible bidder in the consideration of bids submitted upon the particular contract.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.15) (from Ch. 42, par. 331.15)

Sec. 11.15. No person shall be employed upon contracts for work to be done by any such sanitary district unless he is a citizen of the United States or has in good faith declared his intention to become such a citizen. In all cases where an alien after filing his declaration of intention to become a citizen of the United States, shall for the space of three months after he could lawfully do so, fail to take out his final papers and obtain his citizenship such failure shall be prima facie evidence that his declaration of intention was not made in good faith.

(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.16) (from Ch. 42, par. 331.16)

Sec. 11.16. The executive director, with the advice and consent of the board of trustees, shall appoint the director of procurement and materials management. Any person appointed as the director of procurement and materials management must have served at least 5 years in a responsible executive capacity requiring knowledge and experience in large scale purchasing activities.

In making the appointment, the president shall appoint an advisory committee consisting of 5 persons, one of whom shall be the executive director, which advisory board shall submit not fewer than 3 names to the general superintendent for the appointment. The executive director shall make the appointment from nominees submitted by the Advisory Committee after giving due consideration to each nominee's executive experience and his ability to properly and effectively discharge the duties of the director of procurement and materials management.

The director of procurement and materials management may be removed for cause by the executive director. He is entitled to a public hearing before the executive director prior to such anticipated removal. The director of procurement and materials management is entitled to counsel of his own choice. The executive director shall notify the board of trustees of the date, time, place and nature of each hearing and he shall invite the board to appear at each hearing.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.17) (from Ch. 42, par. 331.17)

Sec. 11.17. Powers of director of procurement and materials management. The director of procurement and materials management shall: (a) adopt, promulgate and from time to time revise rules and regulations for the proper conduct of his office; (b) constitute the agent of the sanitary district in contracting for labor, materials, services, or work, the purchase, lease or sale of personal property, materials, equipment or supplies in conformity with this Act; (c) open all sealed bids; (d) determine the lowest or highest responsible bidder, as the case may be; (e) enforce written specifications describing standards established pursuant to this Act; (f) operate or require such physical, chemical or other tests as may be necessary to insure conformity to such specifications with respect to quality of materials; (g) exercise or require such control as may be necessary to insure conformity to contract provisions with respect to quantity; (h) distribute or cause to be distributed, to the various requisitioning agencies of such sanitary district such supplies, materials or equipment, as may be purchased by him; (i) transfer materials, supplies, and equipment to or between the various requisitioning agencies and to trade in, sell, donate, or dispose of any materials, supplies, or equipment that may become surplus, obsolete, or unusable; except that materials, supplies, and equipment may be donated only to not-for-profit institutions; (j) control and maintain adequate inventories and inventory records of all stocks of materials, supplies and equipment of common usage contained in any central or principal storeroom, stockyard or warehouse of the sanitary district; (k) assume such related activities as may be assigned to him from time to time by the board of trustees; and (m) submit to the board of trustees an annual report describing the activities of his office. The report shall be placed upon the official records of the sanitary district or given comparable public distribution. (Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.18) (from Ch. 42, par. 331.18)

Sec. 11.18. The board of trustees is expressly authorized to establish a revolving fund to enable the director of procurement and materials management to purchase items of common usage in advance of immediate need. The revolving fund shall be reimbursed from appropriations of the using agencies. No officer or employee of a sanitary district organized pursuant to this Act shall be financially interested, directly or indirectly, in any bid, purchase order, lease or contract to which such sanitary district is a party. For purposes of this Section an officer or employee of the sanitary district is deemed to have a direct financial interest in a bid, purchase order, lease or contract with the district, if the officer or employee is employed by the district and is simultaneously employed by a person or corporation that is a party to any bid, purchase order, lease or contract with the sanitary district.

Any officer or employee convicted of a violation of this section shall forfeit his office or employment and in addition shall be guilty of a Class 4 felony.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.19) (from Ch. 42, par. 331.19)

Sec. 11.19. No department, office, agency or instrumentality, officer or employe of the sanitary district, shall be empowered to execute any purchase order or contract except as expressly authorized by this Act.

(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.19a) (from Ch. 42, par. 331.19a)

Sec. 11.19a. Purchases made pursuant to this Act shall be made in compliance with the "Local Government Prompt Payment Act", approved by the Eighty-fourth General Assembly.

(Source: P.A. 84-731.)

(70 ILCS 2605/11.20) (from Ch. 42, par. 331.20)

Sec. 11.20. There shall be a board of standardization, composed of the director of procurement and materials management of the sanitary district who shall be chairman, and 4 other members who shall be appointed by the president of the board of trustees of the sanitary district. The members shall be responsible heads of a major office or department of the sanitary district and shall receive no compensation for their services on the board. The board shall meet at least once each 3 calendar months upon notification by the chairman at least 5 days in advance of the date announced for such meeting. Official action of the board shall require the vote of a majority of all members of the board. The chairman shall cause to be prepared a report describing the proceedings of each meeting. The report shall be transmitted to each member and shall be made available to the president and board of trustees of such sanitary district within 5 days subsequent to the date of the meeting and all such reports shall be open to public inspection, excluding Sundays and legal holidays.

The board of standardization shall: (a) classify the requirements of the sanitary district, including the departments, offices and other boards thereof, with respect to supplies, materials and equipment; (b) adopt as standards, the smallest numbers of the various qualities, sizes and varieties of such supplies, materials and equipment as may be consistent with the efficient operation of the sanitary district; and (c) prepare, adopt, promulgate, and from time to time revise, written specifications describing such standards.

Specifications describing in detail the physical, chemical and other characteristics of supplies, material or equipment to be acquired by purchase order or contract shall be prepared by the board of standardization. However, all specifications pertaining to the construction, alteration, rehabilitation or repair of any real property of such sanitary district shall be prepared by the engineering agency engaged in the design of such construction, alteration, rehabilitation or repair, prior to approval by the director of procurement and materials management. The specification shall form a part of the purchase order or contract, and the performance of all such contracts shall be supervised by the engineering agency designated in the contracts.

In the preparation or revision of standard specifications

the board of standardization shall solicit the advice, assistance and cooperation of the several requisitioning agencies and shall be empowered to consult such public or non-public laboratory or technical services as may be deemed expedient. After adoption, each standard specification shall, until rescinded, apply alike in terms and effect to every purchase order or contract for the purchase of any commodity, material, supply or equipment. The specifications shall be made available to the public upon request.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.21) (from Ch. 42, par. 331.21)

Sec. 11.21. Official ordinances authorized by this Act shall be adopted by formal action of the board of trustees of the sanitary district and shall be published for the information of the public.

(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.22) (from Ch. 42, par. 331.22)

Sec. 11.22. Any purchase order or contract executed in violation of this Act shall be null and void. Public funds which have been expended thereon, may be recovered in the name of the sanitary district in any court of competent jurisdiction.

(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.23) (from Ch. 42, par. 331.23)

Sec. 11.23. The comptroller of the sanitary district shall conduct audits of all expenditures incident to all purchase orders and contracts awarded by the director of procurement and materials management. The comptroller shall report the results of such audits to the president and board of trustees.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.24) (from Ch. 42, par. 331.24)

Sec. 11.24. (a) A person or business entity shall be disqualified from doing business with The Metropolitan Sanitary District of Greater Chicago for a period of 5 years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity:

1. has been convicted of an act of bribery or attempting to bribe an officer or employee of the federal government or of a unit of any state or local government or school district in that officer's or employee's official capacity; or
2. has been convicted of an act of bid-rigging or attempting to rig bids as defined in the Federal Sherman Anti-Trust Act and Clayton Act; or
3. has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois or any other state; or
4. has been convicted of an act of price-fixing or attempting to fix prices as defined by the Federal Sherman Anti-Trust Act and Clayton Act; or
5. has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois or any other state; or

6. has been convicted of defrauding or attempting to defraud the Federal government or a unit of any state or local government or school district; or

7. has made an admission of guilt of such conduct as set forth in subsections 1 through 6 above, which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8. has entered a plea of nolo contendere to charges of bribery, price-fixing, bid-rigging, or fraud as set forth in subsections 1 through 6 above.

(b) "Business entity" as used in this section means a corporation, partnership, trust, association, unincorporated business or individually owned business.

(c) A business entity shall be disqualified if the following persons are convicted of, have made an admission of guilt, or enter a plea of nolo contendere to a disqualifying act described in paragraph (a), subsections 1 through 6, regardless of whether or not the disqualifying act was committed on behalf or for the benefit of such business entity:

- (1) a person owning or controlling, directly or indirectly, 20% or more of its outstanding shares; or
- (2) a member of its board of directors; or
- (3) an agent, officer or employee of such business entity.

(d) Disqualification Procedure. After bids are received, whether in response to a solicitation for bids or public advertising for bids, if it shall come to the attention of the director of procurement and materials management that a bidder has been convicted, made an admission of guilt, a plea of nolo contendere, or otherwise falls within one or more of the categories set forth in paragraphs (a), (b) or (c) of this Section, the director of procurement and materials management shall notify the bidder by certified mail, return receipt requested, that such bidder is disqualified from doing business with the Sanitary District. The notice shall specify the reasons for disqualification.

(e) Review Board. A review board consisting of 3 individuals shall be appointed by the Executive Director of the Sanitary District. The board shall select a chairman from its own members. A majority of the members shall constitute a quorum and all matters coming before the board shall be determined by a majority. All members of the review board shall serve without compensation, but shall be reimbursed actual expenses.

(f) Review. The director of procurement and materials management's determination of disqualification shall be final as of the date of the notice of disqualification unless, within 10 calendar days thereafter, the disqualified bidder files with the director of procurement and materials management a notice of appeal. The notice of appeal shall specify the exceptions to the director of procurement and materials management's determination and shall include a request for a hearing, if one is desired. Upon receipt of the notice of appeal, the director of procurement and materials management shall provide a copy to each member of the review



board. If the notice does not contain a request for a hearing, the director of procurement and materials management may request one within 5 days after receipt of the notice of appeal. If a hearing is not requested, the review board may, but need not, hold a hearing.

If a hearing is not requested, the review board, unless it decides to hold a hearing, shall review the notice of disqualification, the notice of appeal and any other supporting documents which may be filed by either party. Within 15 days after the notice of appeal is filed, the review board shall either affirm or reverse the director of procurement and materials management's determination of disqualification and shall transmit a copy to each party by certified mail, return receipt requested.

If there is a hearing, the hearing shall commence within 15 days after the filing of the notice of appeal. A notice of hearing shall be transmitted to the director of procurement and materials management and the disqualified bidder not later than 12 calendar days prior to the hearing date, by certified mail, return receipt requested.

Evidence shall be limited to the factual issues involved. Either party may present evidence and persons with relevant information may testify, under oath, before a certified reporter. Strict rules of evidence shall not apply to the proceedings, but the review board shall strive to elicit the facts fully and in credible form. The disqualified bidder may be represented by an attorney.

Within 10 calendar days after the conclusion of the hearing, the review board shall make a finding as to whether or not the reasons given in the director of procurement and materials management's notice of disqualification apply to the bidder, and an appropriate order shall be entered. A copy of the order shall be transmitted to the director of procurement and materials management and the bidder by certified mail, return receipt requested.

(g) All final decisions of the review board shall be subject to review under the Administrative Review Law.

(h) Notwithstanding any other provision of this section to the contrary, the Sanitary District may do business with any person or business entity when it is determined by the director of procurement and materials management to be in the best interest of the Sanitary District, such as, but not limited to contracts for materials or services economically procurable only from a single source.

(Source: P.A. 95-923, eff. 1-1-09.)

**EXHIBIT 3**

**MULTI-PROJECT LABOR AGREEMENT (COOK COUNTY)**

**With**

**CERTIFICATE OF COMPLIANCE**

**CONTAINS:**

- 1) MPLA – EFFECTIVE OCTOBER 6, 2017**
- 2) CERTIFICATE OF COMPLIANCE**

**MPLA-CC-01**

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**GENERAL REQUIREMENTS UNDER THE  
MULTI-PROJECT LABOR AGREEMENT**

The following is a brief summary of a Bidder's responsibilities under the MPLA. Please refer to the terms of the MPLA for a full and complete statement of its requirements.

Your firm is required to complete the Certificate of Compliance indicating that your firm intends to comply with the Multi-Project Labor Agreement. The Certificate of Compliance must be signed by an authorized Officer of the firm. This may be submitted with the bid or prior to award of contract. To be eligible for award, your firm must comply with the Multi-Project Labor Agreement and sign the certificate. Failure of the Bidder to comply with the MPLA will result in a rejection of the bid, and possible retention of the bid deposit. Compliance with the MPLA, is as follows:

If the Bidder or any other entity performing work under the contract is not already signatory to a current collective bargaining agreement with a union or labor organization affiliated with the AFL-CIO Building Trades Department and the Chicago and Cook County Building and Construction Trades Council, or their affiliates which have jurisdiction over the work to be performed pursuant to this Contract, (hereafter referred to as a "participating trade group") it must become a member.

Note: The MPLA is not applicable when the performance of work is outside Cook County, Illinois, or if repair and maintenance work on equipment is performed at a Bidder's facility.

Revised October 2017

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO  
MULTI-PROJECT LABOR AGREEMENT FOR COOK COUNTY

This Multi-Project Labor Agreement ("Agreement") is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago ("MWRD" or "District"), a public body, as Owner, in its proper capacity, on behalf of itself and each of its contractors and subcontractors of whatever tier ("Contractors") and shall be applicable to Construction Work on Covered Projects, both defined herein, to be performed by the District's Contractors along with each of the undersigned labor organizations signatory to the Chicago and Cook County Building and Construction Trades Council and, as appropriate, the Teamsters Joint Council No. 25, or their affiliates who become signatory hereto (collectively "Union(s)").

This Agreement is entered into in accordance with all applicable local state and federal laws. The District recognizes the public interest in timely construction and labor stability.

WHEREAS, MWRD is responsible for the actual construction, demolition, rehabilitation, deconstruction, and/or renovation work ("Construction Work") of projects overseen by MWRD in the geographical boundaries of Cook County. All of the District's Construction Work within those boundaries ("Covered Projects") will be recognized as covered under the terms of this Agreement regardless of the source of the Funds for the Project. Due to the size, scope, cost, timing, and duration of the multitude of Covered Projects traditionally performed by MWRD, the Parties to this Agreement have determined that it is in their interests to have these Covered Projects completed in the most productive, economical, and orderly manner possible and without labor disruptions of any kind that might interfere with, or delay, any of said Covered Projects; and

WHEREAS, the Parties have determined that it is desirable to eliminate the potential for friction and disruption of these Covered Projects by using their best efforts to ensure that all Construction Work is performed by the Unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work regardless of the source of the Funds for the Project. Experience has proven the value of such cooperation and mutual undertakings; and

WHEREAS, the Parties acknowledge that the District is not to be considered an employer of any employee of any Contractor covered under this Agreement, and the District acknowledges that it has a serious and ongoing concern regarding labor relations associated with its Covered Projects, irrespective of the existence of a collective bargaining relationship with any of the signatory Unions.

NOW THEREFORE, in order to further these goals and objectives and to maintain a spirit of harmony, labor-management cooperation, and stability, the Parties agree as follows:

1. During the term of this Agreement, MWRD shall neither contract, nor permit any other person, firm, company, or entity to contract or subcontract for any Construction Work on any Covered Project under this Agreement, unless such work is performed by a person, firm, or company signatory, or willing to become signatory, to the current applicable area-wide collective bargaining agreement(s) with the appropriate trade/craft Union(s) affiliated with the Chicago & Cook County Building & Construction Trades Council or, as appropriate, the Teamsters' Joint Council No. 25. Copies of all applicable, current collective bargaining agreements constitute Appendix A of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement.

Said provisions of this Agreement shall be included in all advertised contracts, excluding non-Construction Work, and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all Contractors on Covered Projects.

- a. The Parties agree that the repair of heavy equipment, thermographic inspection, and landscaping shall be defined and/or designated as Construction Work on all Covered Projects.
- b. The Unions acknowledge that some preassembled or prefabricated equipment and material will be used on Covered Projects. To the extent consistent with existing collective bargaining agreements and applicable law, there will be no refusal by the Unions to handle, transport, install, or connect such equipment or materials. Further, equipment and material procured from sources outside of the geographic boundaries of Cook County may be delivered by independent cargo, haulers, rail, ship and/or truck drivers and such delivery will be made without any disruption as the District will request its Contractors to request Union-affiliate employees to make deliveries to the Covered Project sites.
- c. Notwithstanding anything to the contrary herein, the terms of this Agreement shall not apply to work performed at the Contractor's facility for repair and maintenance of equipment or where repair, maintenance, or inspection services are done by highly-skilled technicians trained in servicing equipment, unless otherwise provided by the relevant collective bargaining agreement.
- d. Nothing herein shall prohibit or otherwise affect the District's right to cancel or otherwise terminate a contract.
- e. A pre-construction meeting attended by representatives of the District, the Contractors, and Unions shall be scheduled for a date prior to commencement of a Covered Project. The nature of the project, the May 15, 2017 Covered Construction Work, the work assignments, and any other matters of mutual interest will be discussed. All parties participating in the pre-job conferences shall sign a pre-job-sign-in sheet. During the pre-job conference, or shortly thereafter, and before the commencement of the project, the contractor or subcontractor shall ensure that there has been submitted to the District a letter of good standing for the applicable trades explaining that the contractor or subcontractor is not delinquent with respect to any dues owed to the appropriate labor organization or with respect to any fringe contributions owed to the appropriate fringe benefit fund(s). If a union or fringe benefit fund does not produce a letter of good standing within seven (7) days after a request is made no such letter of good standing shall be required for that particular trade.
- f. The Unions agree to reasonably cooperate with the MWRD and Contractors in order to assist them in achieving the Worker Percentage Participation goals as defined in subsection (1) and (2) below. The Worker Percentage Participation goals are governed by federal requirements regarding federal construction contracts. To the extent these federal worker percentage participation goals are modified in the future, such modifications will automatically apply:

- (1) 19.6% of the total aggregate of construction hours worked by employees of contractors and their subcontractors will be performed by African-American, Hispanic, Native American, Asian-Pacific, and Subcontinent Asian American workers.
- (2) 6.9% of the total aggregate of construction hours worked by employees of the contractors and their subcontractors will be performed by female workers.

2. A contractor or subcontractor which is a successful bidder with respect to Covered Projects, but which is not signatory to the applicable area-wide collective bargaining agreements incorporated herein, shall be required to execute such applicable area-wide collective bargaining agreements within seven (7) days of being designated a successful bidder. If such an agreement is not executed within that time period, said contractor or subcontractor will be disqualified. In no event shall a contractor or subcontractor be required to sign any of the applicable agreements constituting Appendix A if the contractor or subcontractor does not employ the trade covered by the applicable Appendix A contract.

3. During the term of this Agreement, no Union signatory hereto nor any of its members, officers, stewards, agents, representatives, nor any employee, shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation, or interruption of production, or in any picketing of any Covered Project site covered by this Agreement for any reason whatsoever, including, but not limited to, the expiration of any collective bargaining agreement referred to in Appendix A, a dispute between the Parties and any Union or employee, or as a show of support or sympathy for any other Union employee or any other group. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, no adverse job action shall be directed against any Covered Project sites. All provisions of any subsequently negotiated collective bargaining agreement shall be retroactive for all employees working on the Covered Project.

4. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof. Each union also agrees that if any union, individual or group of employees on covered projects engages in any handbilling, picketing, strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption, the other unions will consider such picketing or other work action as unauthorized and will refuse to honor any picket line established and the unions further agree to instruct their members to cross such unauthorized lines. Failure of any union or groups of employees to cross such unauthorized picket lines on any covered project shall be a violation of this agreement.

5. Any Contractor signatory or otherwise bound, stipulated to, or required to abide by any provisions of this Agreement may implement reasonable project rules and regulations, and these rules and regulations shall be distributed to all employees on the Covered Project. Provided, however, that such rules and regulations shall not be inconsistent with the terms of this Agreement or any applicable area-wide collective bargaining agreement. Any Contractor shall have the right to discharge or discipline its Union employees who violate the provisions of this Agreement or any Covered Project's rules and regulations. Such discharge or discipline by a Contractor shall be subject to the Grievance/ Arbitration procedure of the applicable area-wide collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be subject to review or disturbed. Construction Work at any Covered Project site under this Agreement shall continue without disruption or hindrance of any kind during any Grievance/Arbitration procedure.

6. The Unions understand and acknowledge that the District's Contractors are responsible to perform Construction Work as required by the District. The Contractors have complete authority to do the following, subject to District approval, if required, and if consistent with the terms of the collective bargaining agreements attached hereto:

- a. Plan, direct, and control the operations of all work;
- b. Hire and lay off employees as the Contractor deems appropriate to meet work requirements;
- c. Determine work methods and procedures;
- d. Determine the need and number of foremen;
- e. Require all employees to observe Contractor and/or District rules and regulations;
- f. Require all employees to work safely and observe all safety regulations prescribed by the Contractor and/or the District; and
- g. Discharge, suspend, or discipline employees for proper cause.
- h. Abide by the rules set forth in each respective Trade Unions' Collectively Bargained Agreement pertaining to apprentice to journeymen ratios.

7. Nothing in the foregoing shall prohibit or restrict any Party from otherwise judicially enforcing any provision of its collective bargaining agreement between any Union and a Contractor with whom it has a collective bargaining relationship.

8. This Agreement shall be incorporated into all advertised contract documents after the Board of Commissioners adopts and ratifies this Agreement.

9. The term of this Agreement shall be five (5) years and shall be automatically extended from year to year unless the District or the Council issues a written notice to terminate prior to ninety (90) days in advance of any expiration. Any Covered Project commenced during and/or covered by the terms of this Agreement shall continue to be covered by its terms until the final completion and acceptance of the Covered Project by the District.

10. In the event a dispute shall arise between a contractor or subcontractor any signatory union and/or fringe benefit fund as to the obligation and/or payment of fringe benefits provided for under the appropriate Collective Bargaining Agreement, upon notice to the District by the appropriate union signatory hereto of a claim for such benefits, the District shall forward such notification to the surety upon the contract, and to the general contractor.

11. In the event of a jurisdictional dispute by and between any Unions, such Unions shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, Parties, including Contractors, consent to and agree that a final and binding resolution of the dispute shall be achieved in accordance with the terms of paragraph nine of the Joint Conference Board Standard Agreement between the Chicago & Cook County Building Trades Council and the Construction Employers' Association, attached hereto as Appendix B, and as may be modified from time to time during the term of this Agreement.

12. This Agreement shall be incorporated into and become a part of the collective bargaining agreements between the Unions signatory hereto and Contractors and their subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NTP Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instruction calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control systems Technicians, and the National Agreement of the International Union of Elevator Contractors with the exception of the content and subject matter of Article V, VI, and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

13. The Parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each Party hereto agrees to designate, in writing, a representative to whom problems which arise during the term of this Agreement may be directed. Within forty-eight (48) hours after notice of the existence of any problem, a representative of each Party shall meet to discuss and, where possible, resolve such problems. The representative of the Unions shall be President of the Chicago & Cook County Building & Construction Trades Council or his/her designee. The representative of MWRD shall be the District's Assistant Director of Engineering, Construction Division or his/her designee.

14. The District and the Contractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) on any Covered Project shall be that as contained or otherwise provided for in the relevant area-wide collective bargaining agreements attached as Appendix A to this Agreement. Nothing in the foregoing shall limit the District and/or Contractors from initiating their own substance abuse policy governing other employees performing work on a project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreements, the policy adopted by the District and/or Contractor may apply. The District is not responsible for administering any substance abuse policy for non-District employees.

15. The Parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), the Center's Helmets to Hardhats program, and the Veteran's In Piping (V.I.P) program (this only pertains to the United Association Pipefitter's Local 597, Plumbers Local 130, and Sprinkler Fitter's Local 281), to serve as a resource for preliminary orientation, assessment of construction aptitude, and referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the Parties. The Contractors and Unions also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on Covered Projects, including apprenticeship and employment opportunities on such projects. To the extent permitted by law, the Parties will give



appropriate credit to such veterans for bona fide, provable past experience in the building and construction industry.

16. The Parties agree that Contractors working under the terms of this Agreement shall be required to utilize the maximum number of apprentices on Covered Projects as permitted under the applicable area-wide collective bargaining agreements contained in Appendix A, where feasible and practical.

17. Neither the District, the Contractors, nor the Unions shall discriminate against any employees of a protected class, including but not limited to on the basis of race, creed, color, national origin, age, or sex, in accordance with all applicable state and federal laws and regulations.

18. If any provision or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, it shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as amended, shall be enforced so as to give effect to the intention of the Parties insofar as possible.

19. Under this Agreement, any liability of the Parties shall be several and not joint. The District shall not be liable for any violations of this Agreement by any Contractor or Union, and any Contractor or Union shall not be liable for any violations of this Agreement by the District, any other Contractor, or any other Union. In the event any provision of this Agreement is determined to be invalid, illegal, or unenforceable as specified in Paragraph 18, neither the District, nor any Contractor or Union, shall be liable for any action taken or not taken to comply with any court order.

20. The Parties are mutually committed to promoting a safe working environment for all personnel at the job site. It shall be the responsibility of each employer to which this Agreement applies to provide a work environment free of illegal drugs and any concealed weapons, to maintain safe working conditions for its employees, and to comply with all applicable federal, state, and local health and safety laws and regulations.

21. The use or furnishing of alcohol, weapons, or illegal drugs and the conduct of any other illegal activities at the job site is strictly prohibited. The Parties shall take every practical measure consistent with the terms of the applicable area-wide collective bargaining agreement to ensure that the job site is free of weapons, alcohol, and illegal drugs.

22. Each Union representing workers engaged in Construction Work on a Covered Project is bound to this Agreement with full authority to negotiate and sign this Agreement with the District.

23. All Parties represent that they have the full legal authority to enter into this Agreement.

24. This document, with the attached Appendices, constitutes the entire Agreement of the Parties and may not be modified or changed except by subsequent written agreement of the Parties.

September 6, 2017

25. Having been adopted by the Board of Commissioners on August 3, 2017, and ratified and effective as of the last date on the signature page, this agreement supersedes any other Multi-Project Labor Agreement previously entered into by the parties as of the date of ratification.

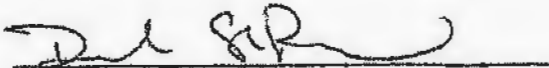
[Remainder of page intentionally left blank. Signature page follows.]

September 6, 2017

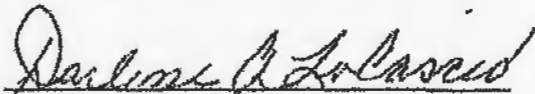
The undersigned, as a Party hereto, hereby agrees to all the terms and conditions of this Agreement.

Dated this 16TH day of OCTOBER, 2017 in Chicago, Cook County, Illinois.

On behalf of the Metropolitan Water Reclamation District of Greater Chicago

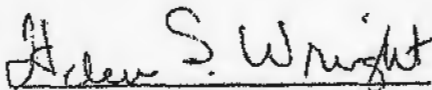


David St. Pierre  
Executive Director  
Management



Darlene A. LoCascio  
Director of Procurement and Materials

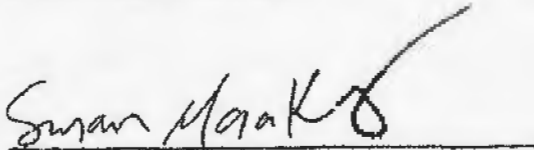
Approved as to Form and Legality



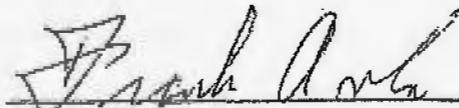
Helen Shields-Wright  
Head Assistant Attorney




Jacqueline Torres  
Director of finance/Clerk



Susan T. Morakalis  
Acting General Counsel

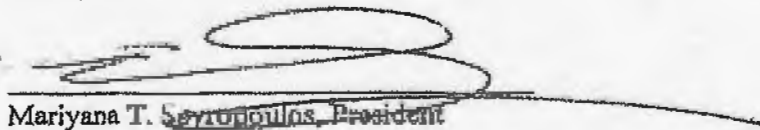


Frank Avila  
Chairman of Finance



Mariyana T. Spyropoulos  
Chairman, Committee on Labor and  
Industrial Relations

Approved



Mariyana T. Spyropoulos, President

MWRD PLA

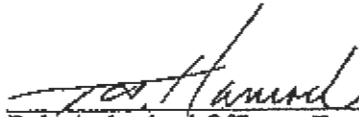
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 15<sup>th</sup> day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Teamsters Local Union No. 731  
**Labor Organization**

APPROVED:

  
Its Duly Authorized Officer Terrence J. Hancock, President

MWRD PA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 13th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Sprinkler Fitters Union Local 281, U.A.  
**Labor Organization**

APPROVED:

  
\_\_\_\_\_  
his Duly Authorized Officer

Dennis J. Fleming, Business Manager

MWRD PLA

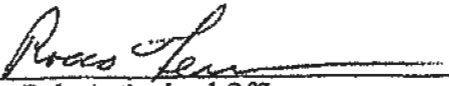
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept., 2017 in Chicago, Cook County, Illinois.

On behalf of: SMART Local # 23  
Labor Organization

APPROVED:

  
Its Duly Authorized Officer

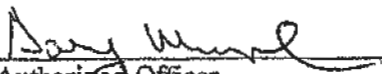
MWRD PLA  
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Roofers + Water Proofer<sup>s</sup> #11  
**Labor Organization**

APPROVED:

  
Its Duly Authorized Officer

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept., 2017 in Chicago, Cook County, Illinois.

On behalf of: Plumbers Local 130UA  
Labor Organization

APPROVED:

James F. Coyne  
Its Duly Authorized Officer




The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: PIPEFITTERS LOCAL 597  
Labor Organization

APPROVED:

  
\_\_\_\_\_  
Its Duly Authorized Officer

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: Painters / Glaziers  
Labor Organization

APPROVED:

  
Its Duly Authorized Officer

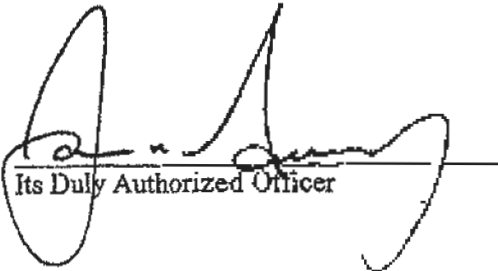
MWRD PLA  
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT, 2017 in Chicago, Cook County, Illinois.

On behalf of: OPERATING ENGINEER ISO  
Labor Organization

APPROVED:



Its Duly Authorized Officer

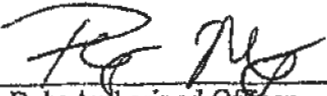
MWRD PLA  
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Mechanists Local 126  
Labor Organization

APPROVED:

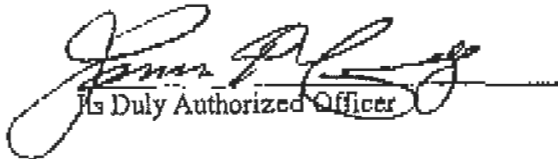
  
\_\_\_\_\_  
Its Duly Authorized Officer

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: LABORERS' DISTRICT COUNCIL  
Labor Organization

APPROVED:

  
Is Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 20th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: RIGGER LOCAL #136  
Labor Organization

APPROVED:

  
Its Duly Authorized Officer

MURA PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT. 2017 in Chicago, Cook County, Illinois.

On behalf of: Iron Workers #63  
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 15<sup>th</sup> day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: IRON WORKERS #1  
Labor Organization

APPROVED:

  
Its Duly Authorized Officer



MWARD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12<sup>th</sup> day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: Heat + Frost Insulators Local #17  
Labor Organization

APPROVED:

Wm. J. Magin  
Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: IUEC LOCAL 2  
Labor Organization

APPROVED:

  
Its Duly Authorized Officer

MWRD PLA


September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept, 2017 in Chicago, Cook County, Illinois.

On behalf of: Local 134 IBCU  
Labor Organization

APPROVED:

  
Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT, 2017 in Chicago, Cook County, Illinois.

On behalf of: CRUZ MASON & PLASTIC'S  
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD P&A


September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: CARPENTERS  
Labor Organization

APPROVED:

  
Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: PLUMBERS AND ALLIED CRAFTS  
Labor Organization

APPROVED:

  
\_\_\_\_\_  
Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: International Brotherhood of Boilermakers Local 077C  
Labor Organization

APPROVED:



Its Duly Authorized Officer

APPENDIX A

For copies of Collective Bargaining Agreements, please go to the MWRD Website and click on:

**Freedom of Information Act (FOIA)/Category of Records**



APPENDIX B

**JOINT CONFERENCE BOARD  
STANDARD AGREEMENT  
6/1/15 – 5/31/20**

**Construction Employers' Association  
And  
Chicago & Cook County Building &  
Construction Trades Council**

**The Standard Agreement  
between  
The Construction Employers' Association  
and  
The Chicago & Cook County  
Building & Construction Trades Council  
Establishing  
The Joint Conference Board**

## CHRONOLOGY

ADOPTED NOVEMBER 18, 1926  
AMENDED AND READOPTED JANUARY 11, 1929  
AMENDED AND READOPTED JUNE 24, 1942  
READOPTED APRIL 28, 1947  
AMENDED AND READOPTED MARCH 19, 1952  
READOPTED FEBRUARY 12, 1957  
AMENDED AND READOPTED MAY 13, 1958  
AMENDED AND READOPTED FEBRUARY 11, 1960  
AMENDED AND READOPTED MAY 21, 1963  
AMENDED NOVEMBER 16, 1965  
AMENDED MARCH 14, 1967  
AMENDED AND READOPTED MARCH 4, 1968  
AMENDED AND READOPTED NOVEMBER 11, 1971  
READOPTED NOVEMBER 20, 1973  
READOPTED DECEMBER 12, 1978  
READOPTED APRIL 12, 1983  
READOPTED MARCH 31, 1988  
AMENDED AND READOPTED APRIL 25, 1989  
REFORMATTED, AMENDED AND READOPTED JUNE 1, 1994  
AMENDED AND READOPTED JUNE 1, 1999  
AMENDED APRIL 1, 2003  
AMENDED AND READOPTED JUNE 1, 2004  
AMENDED AND READOPTED JUNE 1, 2005  
AMENDED AND READOPTED JUNE 25, 2008  
AMENDED AND READOPTED FEBRUARY 15, 2010  
AMENDED AND READOPTED MAY 28, 2015

Expiration Date: MAY 31, 2020

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## PREAMBLE

This Agreement is entered into to prevent strikes and lockouts and to facilitate peaceful adjustment of jurisdictional disputes in the building and construction industry and to prevent waste and unnecessary avoidable delays and expense, and for the further purpose of at all times securing for the employer sufficient skilled workers and so far as possible to provide for labor continuous employment, such employment to be in accordance with the conditions and at the wages agreed upon, in the particular trade or craft, that stable conditions may prevail in the construction industry, that costs may be as low as possible consistent with fair wages and conditions and further to establish the necessary procedure by which these ends may be accomplished.

This Standard Agreement shall be considered and shall constitute a part of all agreements between Employers and Labor Unions, members of the Construction Employers' Association, herein call the Association, and the Chicago & Cook County Building & Construction Trades Council, herein called the Council, as containing within its terms the necessary protection of and assuring undisturbed conditions in the industry. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

## DECLARATION OF PRINCIPLES

The Principles contained herein are fundamental, and no articles or section in this Agreement or in the collective bargaining agreement pertaining to a specific trade or craft shall be construed as being in conflict with these principles. In the event any conflict exists between this Agreement and any collective bargaining agreement subject to the Provisions of this Agreement and the dispute resolution provisions contained hereunder, and pertaining to a specific trade or craft concerning the resolution of jurisdictional disputes, the parties specifically agree that the terms of this Agreement are exclusive and supersede any other provisions or procedures relating to the settlement of jurisdictional disputes contained in such collective bargaining agreement.

- I. There shall be no limitation as to the amount of work a worker shall perform during the work day.
- II. There shall be no restriction on the use of machinery, tools or appliances.
- III. There shall be no restriction on the use of any raw or manufactured material, except prison made.
- IV. No person shall have the right to interfere with workers during working hours.
- V. The use of apprentices shall not be prohibited.
- VI. The foreman shall be the agent of the employer.
- VII. The worker is at liberty to work for whomever he or she sees fit but such worker shall demand and receive the wages agreed upon in the collective bargaining agreement covering the particular trade or craft under any circumstances.
- VIII. The employer is at liberty to employ and discharge for just cause whomsoever the employer sees fit.

## ARTICLES OF AGREEMENT

### ARTICLE I

Therefore, with the Preamble and Declaration of Principles as part of and fundamental to this Agreement, the parties hereto hereby agree that there shall be no lockout by any employer, or strikes, stoppage, or the abandonment of work either individually or collectively, by concerted or separate action by any union without arbitration of any jurisdictional dispute as hereinafter provided.

### ARTICLE II

The parties hereto hereby agree that in the manner herein set forth, they and the parties whom they represent will submit to arbitration all jurisdictional disputes that may arise between them and any misunderstanding as to the meaning or intent of all, or any part, of this Agreement, and they further agree that work will go on undisturbed during such arbitration, and that the decision of the arbitrator shall be final and binding on the parties hereto as provided in Article VI.

### ARTICLE III

Paragraph 1. Should a Union affiliated with the Council abandon its work without first submitting any jurisdictional dispute to arbitration as provided herein, or should any employees whom it represents individually or collectively, or by separate or concerted action, leave the work, the employer shall have the right to fill the places of such workers with workers who will agree to work for the employer, and the Union shall not have the right to strike, or abandon the work, because of the employment of such workers.

Paragraph 2. The Union shall have the right to take the employees whom it represents from the work for the purpose of collecting wages and fringe benefits due, but such matter shall immediately be referred to arbitration. Should there be a dispute as to the amount due, the matter shall be first referred to arbitration as herein set forth.

Paragraph 3. The parties recognize the importance of having all work performed in a satisfactory manner by competent craftsmen. Because the unions affiliated with the Council have through apprenticeship and other training programs consistently striven to create an adequate supply of such skilled workers, and because it is desirable that the unions continue to do so, the Association, for itself and for each employer whom it represents agrees, to the extent permitted by law, that it will contract or subcontract any work to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other work, only with or to a contractor who is a party to a collective bargaining agreement with a union affiliated with the Council and, accordingly, is bound by all the terms and provisions of this Standard Agreement.



#### ARTICLE IV

The parties recognize the importance of having available and furnishing at all times during the life of this Agreement sufficient skilled workers, capable of performing the work of their trade, and to constantly endeavor to improve the ability of such workers and further to have in the making, through apprenticeship training, workers who can enter the trade properly equipped to perform the work, and to the extent possible, the parties agree to do everything within their power to cooperate in carrying out these purposes. Joint apprenticeship committees shall have the right to maintain schools for the training of apprentices registered under the terms of the particular collective bargaining agreement involved and such apprentices shall be considered skilled and qualified journeymen when adjudged competent by a committee composed of the members of the parties to the particular collective bargaining agreement involved. However, this article shall not be construed to disturb present systems wherein the labor organization which is a party to the particular collective bargaining agreement involved compels apprentices to attend trade school.

#### ARTICLE V

A Joint Conference Board is hereby created by agreement between the Association and the Council, which shall be binding upon the members and affiliates of each, and it is hereby agreed by the parties hereto, together with their members and affiliates, that they will recognize the authority of said Joint Conference Board and that its decisions shall be final and binding upon them as provided in Article VI. The administration of the Joint Conference Board shall be executed by the Secretary of the Board. All normal operating and all extraordinary expenses shall be borne equally.

#### ARTICLE VI

The Joint Conference Board shall be responsible for the administration of this Agreement. The primary concern of the Joint Conference Board shall be the adjustment of jurisdictional disputes by arbitrators selected by the Board. Decisions rendered by any arbitrator under this Agreement appointed by the Joint Conference Board relating to jurisdictional disputes shall be only for the specific job under consideration and shall become effective immediately and complied with by all parties. In rendering a decision, the Arbitrator shall determine:

- a) First whether a previous Agreement of Record or applicable agreement, including a disclaimer agreement, between the National or International Unions to the dispute governs.
- b) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable Agreement of Record or agreement between the National or International Unions to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a

previous Decision of Record governing the case, the Arbitrator shall give equal weight to such Decision of Record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the Decision of Record and established trade practice in the industry rather than the prevailing practice in the locality.

- c) In order to determine the established trade practice in the industry and prevailing practice in the locality, the Arbitrator may rely on applicable agreements between the Local Unions involved in the dispute, prior decisions of the Joint Conference Board for specific jobs, decisions of the National Plan and the National Labor Relations Board or other jurisdictional dispute decisions, along with any other relevant evidence or testimony presented by those participating in the hearing.
- d) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

Agreements of Record are those agreements between National and International Unions that have been "attested" by the predecessor of the National Plan and approved by the AFL-CIO Building and Construction Trades Department and are contained in the Green Book. Such Agreements of Record are binding on employers stipulated to the Plan for the Settlement or Jurisdictional Disputes in the Construction Industry (the "National Plan"), the National Plan's predecessor joint boards or stipulated to the Joint Conference Board. Agreements of Record are applicable only to the crafts signatory to such agreements. Decisions of Record are decisions by the National Arbitration Panel or its predecessors and recognized under the provisions of the Constitution of the AFL-CIO Building and Construction Trades Department and the National Plan. Decisions of Record are applicable to all crafts.

The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute. Such decisions of the Arbitrator shall be final and binding subject only to an appeal, if such an appeal is available under conditions determined by the Building and Construction Trades Department of the American Federation of Labor and Congress of Industrial Organizations under the National Plan or any successor plan for the settlement of jurisdictional disputes.

## ARTICLE VII

This is an arbitration agreement and the intent of this agreement is that all unresolved jurisdictional disputes must be arbitrated under the authority of the Joint Conference Board and that the decisions, subject to the right of appeal provided in Article VI, shall be final and binding upon the parties hereto and upon their affiliates and the members of such affiliates, and that there shall be no abandonment of the work during such arbitration or in violation of the arbitration decision. The Joint Conference Board shall administer the neutral arbitration system of this agreement. Any party bound to this Agreement through a collective bargaining agreement with any Local Union affiliated with the Council shall be bound to this Agreement for all jurisdictional disputes that may arise between any Local Unions affiliated with the Council. Employers bound to this Agreement shall require that this Agreement be a part of all agreements with contractors or subcontractors covering work performed by any trade or craft affiliated with the Council. All parties to this Agreement release the Board from any liability arising from its action or inaction and covenant not to sue the Board. Any damages incurred by the Board for any breach of this covenant shall include, but are not limited to, the Board's costs, expenses and attorneys fees incurred as a result of said legal proceedings.

Paragraph 1 - The annual meeting of the Joint Conference Board shall be held in June, unless another date is agreed upon by the parties.

Paragraph 2 - The parties hereto shall designate an equal number of members who shall serve upon the Joint Conference Board. The members of the Board shall annually be certified by the Association and the Council in written communications addressed to the Board by the President and Secretary of the respective organizations. Each year the Joint Conference Board shall select a Chairman from among its members. The Joint Conference Board shall also select from among its members a Vice Chairman. The Board shall also select a Secretary. All members shall serve for one year or until their successors have been selected.

Paragraph 3 - At the annual meeting, the Association and Council shall each name at least five and up to ten impartial arbitrators.

Paragraph 4 - In the event the Chairman or Vice-Chairman is unable to serve by reason of resignation, death or otherwise, a successor may be selected for the remainder of the term by the party which made the original selection. Should a member of the Joint Conference Board be unable to serve, because of resignation, death or any other reason, the successor shall be selected by the Association or Council respectively in which such member holds membership.

Paragraph 5 - Should any member of the Board for any reason be unable to attend any meeting of the Board, the President of his respective organization shall be empowered to name a substitute for each absentee for that meeting.

Paragraph 6 - Meetings of the Board may be called at any time by the Chairman, Secretary or three members of the Board. Seventy-two hours written notice of such meeting must be given to each member of the Board.

Paragraph 7 - Twelve members of the Board, six from each of the parties, present at the executive session, shall be a quorum for the transaction of business. The Chairman, or Vice-Chairman, when presiding, shall not be counted for the purpose of determining a quorum. Whenever the number of members present from each party at the executive session are unequal, the party with the fewer members present shall be entitled to cast a total number of votes equal to the number of the present members of the other party with the additional votes of said party being cast in accordance with the vote of the majority of its members who are present.

Paragraph 8 - If it is brought to the attention of the Chairman that any member (other than the Chairman) is not impartial with respect to a particular matter before the Board, the Chairman may excuse such member from the executive session if the Chairman concludes that such member has a conflict of interest with respect to such matter.

Paragraph 9 - Should a jurisdictional dispute arise between the parties hereto, among or between any members or affiliates of the parties hereto, or among or between any members or affiliates of the parties hereto and some other body of employers or employees, the disposition of such dispute shall be as follows:

- a) The crafts involved shall meet on the jobsite or a mutually agreed location to resolve the jurisdictional dispute.
- b) If the said dispute is not settled it shall be submitted immediately in writing to the Secretary of the Joint Conference Board. Unless agreed to in writing (correspondence, email, etc.) by the trades involved in the dispute, the trades and contractors shall make themselves available to meet within 72 hours at a neutral site with representatives of the Chicago & Cook County Building & Construction Trades Council and the Construction Employers' Association to resolve this jurisdictional issue.
- c) Failure to meet within seventy-two (72) hours of receiving written notice or e-mail to the meetings contemplated in "a" or "b" above will automatically advance the case to the next level of adjudication.
- d) Should this jurisdictional issue be unresolved, the matter shall, within 72 hours not counting Saturday, Sunday and Holidays, hereafter, be referred to an Arbitrator for adjudication if requested in writing by any party. The Arbitrator shall hear the evidence and render a prompt decision within forty-eight (48 hours) of the conclusion of the hearing based on the criteria in Article VI. The arbitrator chosen shall be randomly selected based on availability from the list

submitted in Article VII Paragraph 3. The decision of the Arbitrator shall be subject to appeal only under the terms of Article VI. The written decision shall be final and binding upon all parties to the dispute and may be a short form decision. The fees and costs of the arbitrator shall be divided evenly between the contesting parties except that any party wishing a full opinion and decision beyond the short form decision shall bear the reasonable fees and costs of such full opinion.

- e) Should said dispute not be so referred by either or both of the parties, the Joint Conference Board may, upon its own initiative, or at the request of others interested, take up and decide such dispute, and its decision shall be final and binding upon the parties hereto and upon their members and affiliates as provided for in Article VI.

In either circumstance all of the parties are committed to a case until it is finalized, even if there is an appeal. However, in cases of jurisdictional or other disputes between a union and another union, which is a member of the same International Union, the matter in dispute shall be settled in the manner set forth by their International Constitution, but there shall be no abandonment of the work pending such settlement.

Paragraph 10 - All interested parties shall be entitled to make presentations to the Arbitrator. Any interested party present at the hearing, whether making a presentation or not, by such presence shall be deemed to accept the jurisdiction of the arbitrator and to agree to be bound by its decision and further agrees to be bound by the Standard Agreement, for that case only if not otherwise so bound.

Paragraph 11 - Upon approval of the Arbitrator other parties not directly involved in the dispute may be invited to be present during the presentation and discussion portions of an arbitration hearing. Attorneys shall not be permitted to attend or participate in any portion of a hearing.

Paragraph 12 -- At no time shall any party to a pending dispute unilaterally or independently contact the Arbitrator assigned to hear the case. All inquiries must be submitted to the Secretary of the Joint Conference Board.

Paragraph 13 - The Joint Conference Board may also serve as a board of arbitration in other disputes, including wages, but only when requested to do so by all parties involved in the particular dispute or controversy. It is not the intention of this Agreement that the Joint Conference Board shall take part in such disputes except by mutual consent of all parties involved.

## ARTICLE VIII

Paragraph 1 - The duly authorized representatives of members of affiliates of either party hereto, if having in their possession proper credentials, shall be permitted to visit jobs

during working hours, to interview the contractor or the workers, but they shall in no way interfere with the progress of the work.

Paragraph 2 - The handling of tools, machinery and appliances necessary in the performance of the work covered by a particular collective bargaining agreement, shall be done by journeymen covered by such agreement and by helpers and apprentices in that trade, but similar tools, machinery and appliances used by other trades in the performance of their work shall be handled in accordance with the particular collective bargaining agreement of that trade.

Paragraph 3 - In the interest of the public economy and at the discretion of the employer or foreman, all small tasks covered by a particular collective bargaining agreement may be done by workers or laborers of other trades, if mechanics or laborers of this trade are not on the building or job, but same are not to be of longer duration than one-half hour in any one day. The Joint Conference Board may render a decision involving a composite crew.

Paragraph 4 - It is fundamental to the Standard Agreement that all members and affiliates of the parties to this Agreement be stipulated to the Standard Agreement and the Joint Conference Board. All current members of the Chicago and Cook County Building and Construction Trades Council, and their affiliates, by this Agreement are stipulated to the Standard Agreement and Joint Conference Board for the term of the current Standard Agreement. The area labor agreements of the members and affiliates of the parties setting forth language stipulating those parties to the Standard Agreement and Joint Conference Board shall be filed with the Secretary of the Joint Conference Board annually, at the time of the Joint Conference Board appointments. Current trade or craft agreements will prevail as interim agreements in the event labor negotiations are incomplete or in process at the time of the annual meeting.

Paragraph 5 - All members and affiliates of the parties with labor agreements containing language stipulating those parties to the Standard Agreement and Joint Conference Board shall remain stipulated for the term of the current Standard Agreement. Any members or affiliates of the parties who negotiate language stipulating the parties to the Standard Agreement and/or the Joint Conference Board in their area labor agreement shall remain stipulated for the term of the current Standard Agreement. Any Association that incorporates Standard Agreement and/or Joint Conference Board stipulation language into their collective bargaining agreement will automatically have representation on the Joint Conference Board.

Paragraph 6 - Only those crafts with stipulation language in their area labor agreements will be allowed to bring jurisdictional dispute cases to the Joint Conference Board. Those crafts without stipulation language in their area labor agreements will be allowed to participate if a jurisdictional dispute case is brought against their craft and will have the right to appeal any decision, if such an appeal is available, as provided in Article VI of this Agreement.

Paragraph 7 - This agreement applies only to work performed within Cook County, Illinois.

Paragraph 8 - As herein before provided in Article VII, decisions or awards as to jurisdictional claims and decisions determining whether or not said decisions or awards have been violated rendered by the Joint Conference Board shall be final, binding and conclusive on all the parties hereto, on all of their members and affiliates, and on all employers subject only to the right of appeal herein provided for in Article VI.

Paragraph 9 - To further implement the decision of the Joint Conference Board, it is agreed that any party hereto, any of their members or affiliates, and any employer may at any time file a Verified Complaint in writing with the Joint Conference Board alleging a violation of a decision or award previously made. The Board shall thereupon set a hearing, to be held within three days of receipt of the Verified Complaint with respect to the alleged violation, and shall notify all interested parties of the time and place thereof. An Arbitrator selected pursuant to Article VII, Paragraph 9(c) shall conduct a hearing at the time and place specified in its notice. All parties shall be given an opportunity to testify and to present documentary evidence relating to the subject matter of the hearing within forty-eight (48) hours after the conclusion thereof, the Arbitrator shall render a written decision in the matter and shall state whether or not there has been a violation of its prior decision or award. Copies of the decision shall be served, by certified mail or by personal service, upon all parties hereto.

Paragraph 10 - Should the Arbitrator determine that there has been a violation of the Board's prior decision or award, the Arbitrator shall order immediate compliance by the offending party or parties. The Arbitrator may take one or more of the following courses of action in order to enforce compliance with the Board's decision:

- a) The Arbitrator may assess liquidated damages not to exceed \$5,000 for each violation by individual members of, or employees represented by the parties hereto, and may assess liquidated damages not to exceed \$10,000 for each violation by either party hereto, or any of its officers or representatives. If a fine is rendered by the Arbitrator, it should be commensurate with the seriousness of the violation having a relationship to lost hours for the Unions and lost efficiency for the employer. Each of the parties hereto hereby agrees for itself, and its members, to pay to the other party within thirty days any sum, or sums, so assessed because of violations of a decision or award by itself, its officers, or representatives, or its member or members. Should either party to this agreement, or any of its members fail to pay the amount so assessed within thirty days of its assessment, the party or member so failing to pay shall be deprived of all the benefits of this agreement until such time as the matter is adjusted to the satisfaction of the Arbitrator.

- b) It may order cessation of all work by the employers and the employees on the job or project involved.

Paragraph 11 - All Notices under this Agreement shall be in writing and sent by the Administrator of the Joint Conference Board via facsimile or email. For all notifications to affiliates of the Chicago & Cook County Building and Construction Trades Council, the Administrator may rely up the facsimile numbers, addresses and email addresses in the current directory of the Council. For notifications to all contractors and subcontractors, the Administrator may rely on corporate information on the Illinois Secretary of State website or other appropriate databases. Original Notices of all Joint Conference Board decisions will be sent to each of the parties involved via certified mail. The notice provisions shall not include Saturday, Sunday or legal holidays.

Paragraph 12 - The following days shall be recognized as legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Paragraph 13 - The Board shall have no authority to undertake any action to enforce its decision after a hearing beyond informing the affected parties of its decision. Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision, including findings, orders or awards of the Board determining non-compliance with a prior award or decision. The prevailing party in any enforcement proceeding shall be entitled to recover its costs and attorneys fees from the non-prevailing party. In the event the Board is made a party to, or is otherwise required to participate in any such enforcement proceeding for whatever reason, the non-prevailing party shall bear all costs, attorneys fees, and any other expenses incurred by the Board in those proceedings.

Paragraph 14 - In establishing the jurisdiction of the Joint Conference Board over all parties to the dispute, the primary responsibility for the judicial determination of the arbitrability of a dispute and the jurisdiction of the Joint Conference Board shall be borne by the party requesting the Board to hear the underlying jurisdictional dispute. If all of the parties to the dispute do not attend the arbitration hearing or otherwise agree in writing that the parties are stipulated to the Joint Conference Board and Standard Agreement, the affected party or parties may proceed at the Joint Conference Board even in the absence of one or more parties to the dispute. In such instances, the issue of jurisdiction is an additional item that must be determined in the first instance by the Arbitrator who shall set forth basis of his determination in his decision. The Joint Conference Board may participate in any proceedings seeking a declaration or determination that the underlying dispute is subject to the jurisdiction and process of the Joint Conference Board. In any such proceedings, the non-prevailing party and/or the party challenging the jurisdiction of the Joint Conference Board shall bear all the costs, expenses and attorneys fees incurred by the Board in establishing its jurisdiction. The provision of Paragraph 13 regarding obtaining attorney fees shall apply.



Paragraph 15 - It is agreed by the parties hereto that this agreement shall remain in full force and effect until June 1, 2020 unless otherwise amended by agreement of parties.

IN WITNESS WHEREOF, the parties have caused this document to be executed at Chicago, Illinois this 28th day of May, 2015.

CONSTRUCTION EMPLOYERS'  
ASSOCIATION

DocuSigned by:  
*Charles Usher, Sr.*  
AF477A8FA0084CD

BY Charles M. Usher

CHICAGO & COOK COUNTY  
BUILDING & CONSTRUCTION  
TRADES COUNCIL

DocuSigned by:  
*Tom Villanova*  
A3CD52686A8D49E

BY Thomas Villanova

Contract No. \_\_\_\_\_

**CERTIFICATE OF COMPLIANCE  
WITH MULTI-PROJECT LABOR AGREEMENT (MPLA)**

I/WE \_\_\_\_\_ hereby acknowledge that I/WE  
(Name of company)

have read the Metropolitan Water Reclamation District of Greater Chicago's Multi-Project Labor Agreement. I/WE and all my/our subcontractors certify that we are in compliance with the Agreement in that I/WE and all my/our subcontractors have agreed to be bound by and operate under a current collective bargaining agreement with a union or labor organization affiliated with the AFL-CIO Building Trades Department and the Chicago and Cook County Building and Construction Trades Council, or their affiliates which have jurisdiction over the work to be performed pursuant to this Contract, (hereafter referred to as a "participating trade group") and shall continue to do so during the duration of the Contract.

State the name of the participating trade group(s) that your firm is currently signatory with in order to comply with the MPLA: (e.g.: Operating Engineers 150).  
\_\_\_\_\_

(Identify all such participating unions or labor organizations. Attach a separate sheet if necessary);

**If your firm is not currently signatory with a participating union or labor organization, complete the following:**

I intend to comply with the MPLA by:

Entering into a collective bargaining agreement with the following participating trade group(s): \_\_\_\_\_

(Identify all such participating unions or labor organizations. Attach a separate sheet if necessary);

\_\_\_\_\_  
Name of Company or Corporation

By: \_\_\_\_\_  
Signature of Authorized Officer

Attest: \_\_\_\_\_  
Secretary

Dated: \_\_\_\_\_

Revised October 2017

MPLA-CC-49

**VILLAGE OF RIVER FOREST**  
**OPERATIONS & MAINTENANCE PLAN**  
**FOR**  
**GALE AVENUE GREEN ALLEY IMPROVEMENT**

**OWNER INFORMATION**

Village of River Forest  
400 Park Avenue  
River Forest, IL 60305  
CONTACT: Jeff Loster Phone: 708-366-8500

**Permeable Pavement Systems O&M Overview**

Maintenance is necessary for any type of permeable pavement system, much like any impervious pavement with catch basins and underground infrastructure. Over the lifetime of the permeable pavement system there will be a need to clean any sediment, soil, dirt and debris from the permeable pavement in order to maintain a sufficient infiltration rate. The following maintenance plan is intended to prevent clogging of the voids within the pervious portions of the permeable pavement system. The maintenance plan shall be monitored and revised as necessary. Permeable Pavements Systems include green alleys, permeable pavers, pervious concrete, and pervious asphalt.

Upon completion of project construction, the following Operations & Maintenance (O&M) procedures shall take effect and be conducted perpetually from the date that construction was completed.

**General Requirements**

1. This Operations & Maintenance (O&M) plan shall take effect upon completion of the construction.
2. O&M plan procedures and practices must be reviewed and assessed annually by the Owner. If upon review, the O&M plan is changed, these changes must be approved by MWRD.
3. Permeable pavement systems shall be inspected by the Owner a minimum of three (3) times a year. The Regular Maintenance Schedule shall be followed and corrective actions shall be required to repair or remediate problems identified in inspections.
4. Landscaped areas adjacent to permeable pavement systems shall be well maintained and shall not allow soil or other debris to be transported onto the permeable pavement system.
5. The Owner shall budget for sweeping permeable pavement three (3) times per year, as described in the Regular Maintenance Schedule below.
6. The following activities shall be prohibited from occurring on the permeable pavement surface:
  - a. Temporary or permanent stockpiling of soil or other material that can potentially cause or contribute to clogging.
  - b. Application of pavement seal-coating.
  - c. Application of excessive load, so as to cause cracking and deformation.
  - d. Application of sand for improving traction.
  - e. Application of salt [permeable concrete only.]

### **Examples of Common Maintenance Issues**

Below are several warning signs and visual clues of common maintenance issues which must be prevented and addressed or remediated to ensure continued surface infiltration. These common problems can often be easily remedied by appropriate vacuuming and maintaining the proper joint aggregate level.

1. Slow Draining/Surface Runoff:

- a. Verify with simple infiltration testing or observe after rain storms. (refer to Inspection of the Permeable Pavement System, 2.b)
- b. Surface should drain immediately.

2. Ponding:

- a. Look for signs of ponding during regular inspections and during rainfall events.
- b. Rule of thumb: if more than a nickel deep one minute after a rainfall event, maintenance is necessary.
- c. Verify correct materials were installed.
- d. Exception: Ponding may be present at bottom of slopes.

3. Surface Crusting (debris and dirt caked on the infiltration surface):

- a. Identify if there is a problem such as run-on sediments.
- b. Increase cleaning frequency in troubled areas.
- c. Remove debris immediately.

4. Weed Control:

- a. Weed edges of permeable pavement systems near mown lawn areas.
- b. Do not blow or discharge grass clippings onto the permeable pavement.
- c. Remove weeds immediately. If weeds begins to grow in the openings, it should be easy to hand remove provided that the sprouts are pulled early.
- d. Because weeding will be difficult where roots have been allowed to grow, inspecting and pulling grass sprouts from the permeable pavement shall be incorporated into the weekly lawn mowing routine surrounding the pavement system.
- e. Weeds will not germinate unless there is a collection of soil or moisture.
- f. Clean sediment from joint material [permeable pavers only].

5. Covered Joint Material [permeable pavers only]:

- a. Identify problem and correct.
- b. Remove immediately.

### **Inspection of the Permeable Pavement System**

Inspection of the permeable pavement system shall be conducted three (3) times a year (or in conjunction with regularly scheduled maintenance events) and after significant rainfall events exceeding 1.5 inches to evaluate the following:

1. Pavement Condition
  - a. Inspect permeable pavement surfaces for settlement, deformation or cracking.
  - b. Inspect void areas to determine needs for replenishing joint material.
  - c. Note vegetation growth for removal.
  
2. Surface Infiltration
  - a. Inspect permeable pavement surfaces for sedimentation (any collection of debris, dirt, topsoil, mulch, leaves, etc.) or evidence of ponding.
  - b. Use a garden hose connected to water tank or external house faucet with running water to verify surface infiltration rate. If more than 20% of the permeable pavement surface area does not allow water to infiltrate readily (resulting in ponding or runoff), a restorative maintenance service shall be scheduled immediately.
  
3. Drainage of the Storage Layer
  - a. Inspect observation wells 72 hours after a rain event of 1.5 inches or greater to verify that the aggregate storage reservoir is drawing down effectively.
  
4. Drainage structures
  - a. Inspect inlet structures, flow restrictors, and outfall locations for obstructions and evidence of erosion. Confined space safety procedures must be followed for manhole entry.
  
5. Run-on Areas – Inspect run-on areas for adequate cover and stability.

### **Operations and Maintenance Reporting Requirements**

1. Maintain and update an electronic log book documenting the inspection activities and results, as well as, the performance of the required O&M activities in perpetuity. The logbook shall include:
  - a. Dates of inspection and maintenance/repair;
  - b. Facility components inspected and their conditions (refer to the previous section);
  - c. Details of all inspections and reasons that maintenance/corrective action is needed.
  - d. Details of all maintenance activities, both routine and emergency.

Examples of the Maintenance Checklist and Inspection Log are provided on pages 6 and 7.

2. Log book must be produced upon request of MWRD.
3. If the permeable pavement system is privately owned, the private owner shall keep an updated log book documenting the performance of the required O&M activities which must be produced upon request of the City or MWRD.

### **Maintenance Types and Equipment Requirements**

There are two service types – preventative and restorative – for maintaining the integrity of a permeable pavement system.

1. **Preventative Maintenance Service**– removes most debris before being trapped in the joint aggregate material causing clogging. If the equipment settings are correct, this usually does not require removal of any joint material to restore infiltration.

Either high-efficiency vacuum sweepers or broom sweepers may be used. High-efficiency vacuum sweepers are more effective at capturing and removing fine sediment. However, mechanical sweeper equipment is able to dislodge surface encrusted sediment that typically clogs permeable pavement systems. When mechanical sweepers are used, permeable paving surface shall be dry-swept (water shall be turned off) in dry weather to remove encrusted sediment that appears as small and curled in the joints between pavers. When vacuum equipment is used, vacuum settings shall be adjusted to prevent uptake of aggregate from the porous unit paving openings and joints. Maintenance equipment requirements will vary according to project size, age, and product type. For larger vehicular areas such as roads, parking lots, alleys or similar that can support vehicles, the following equipment shall be implemented:

- a. Regenerative Air Sweeper (preferred)

- Utilize stream of air blowing horizontally across surface and vacuuming.
- No rotating brushes.

- b. Walk-Behind Vacuum (preferred)

- Push-type gasoline-powered vacuum.
- Applicable for smaller projects that cannot support vehicular weight (sidewalks and patios, etc)

- c. Rotary Brush (not preferred)

- Poly bristles only.
- Flip debris from joint.
- Will require slight refilling of the joint aggregate material.

- d. Broom Sweeper (not preferred)

- Typical “street sweeper” type.
- Rotating curb brushes with center pickup.
- Poly bristles only.
- Do not utilize high-pressure power wash to clean the surface. These cause sediments to wash into the joint aggregate and the underlying storage layer, and cause clogging over time.

2. **Restorative Maintenance Service**– requires some removal or complete removal of the joint material to renew infiltration. This occurs after debris has been captured and lodged in the joint aggregate. Equipment required:

a. Vacuum Sweeper

- o Vacall Dynamic Multi-Purpose Vacuum Street Sweeper or Elgin Whirlwind Street Sweeper or equivalent equipment.
- o Minimum suction of 14,000 cubic feet per minute.
- o Complete evacuation of joint aggregate material [permeable pavers only].
- o Require replenishing removed joint aggregate material to “lip” of paver [permeable pavers only].

**Regular Maintenance Schedule**

The following maintenance schedule establishes a best practices maintenance program that helps to ensure longevity of the system before restorative action is required. The schedule shall be reviewed, assessed, and updated/revised annually to reflect experience gained in maintaining the permeable pavement system and changing site conditions.

1. Early Spring (after the snow melt) – March 1 through April 15

- a. Sweep the entire pavement surface using a regenerative air sweeper or broom/rotary brush followed by walk-behind vacuum or air sweeper.
- b. Clean debris from paver surface with special focus at snow stockpile areas.
- c. Replenish joint aggregate material after cleaning as necessary [permeable pavers only].
- d. Inspect and remove sediment and floatables in drainage structures and flow restrictors, if any, within the project area. Confined space safety procedures must be followed for manhole entry. Repair chamber, structure, or equipment if needed.
- e. Every other year or if more than 20% of the permeable pavement surface area does not allow water to infiltrate readily (resulting in ponding or runoff), whichever is more frequent, a restorative maintenance service shall be performed using a vacuum sweeper to restore the infiltration rate. If applicable, joint aggregate material shall be replenished after cleaning [permeable pavers only].

2. Mid-Summer - June 15 through August 15

- a. Sweep the entire pavement surface using a regenerative air sweeper or broom/rotary brush followed by walk-behind vacuum
- b. Replenish joint aggregate material after cleaning as necessary [permeable pavers only].

3. Late Fall – October 15 through November 30

- a. Sweep the entire pavement surface using a regenerative air sweeper or broom/rotary brush followed by walk-behind vacuum
- b. Replenish joint aggregate material as necessary [permeable pavers only].
- c. Clean out drainage structures and flow restrictors, if any, within the project area. Confined space safety procedures must be followed for manhole entry.

**Corrective Actions**

The following corrective actions, if identified in inspections by the Owner or MWRD, shall be carried out in addition to the regularly scheduled maintenance events:

1. Repair any settlement, deformations or cracking that are significant enough to adversely impact the function of the overall permeable pavement system.
2. If water ponding persists on the pavement surface after a storm event, clean the pavement surface to mitigate clogging.
3. Remove any vegetation growing on the pavement.
4. Repair blocked, restricted or eroding underdrain outfalls.
5. Repair and/or replant eroding run-on areas.
6. If the pavement surface infiltration rate is questionable at any time during the effective life of the pavement, MWRD may require infiltration rate testing to verify that the surface infiltration rate is no less than 20 in/hr. If the surface infiltration rate is lower than 20 in/hr, restorative maintenance shall be taken to restore the infiltration rate to an acceptable level based on the remaining effective life of the pavement.
7. If verification of in-place pavement surface infiltration rates is necessary, conduct pavement surface infiltration rate testing per ASTM C1781 Standard Test Method for Surface Infiltration Rate of Permeable Unit Pavement Systems or other methods approved by MWRD.

#### **Winter Maintenance and De-Icing**

When clearing snow from permeable pavement systems, the Owner must ensure that plows have protective edges on the snowplow equipment. To reduce damage to the pavement surface, only use a polymer or rubber cutting edge on the plow.

When using commercial snow removal companies, confirm in writing that they have protective edges on the snowplow equipment. To reduce damage to the pavement surface, only use a polymer or rubber cutting edge on the plow.

Due to the very short flow distance from the permeable paving surface to the point of infiltration, the opportunity for ice formation is greatly reduced. For this reason, regular deicing may not be necessary and is not recommended for water quality reasons. If abrasives are used to provide traction, stone chips shall be used rather than sand. De-icing substances will speed up the surface wear on some styles of pavers. Many of the exposed aggregate products and tumbled products are unaffected by virtue of their style.

The following de-icing salts can be used:

1. Sodium chloride (common rock salt) is the most popular de-icing salt. It is widely available and it will melt snow and ice at temperatures down to approximately 16° F. Below 16° F, rock salt stops melting snow and ice. Sodium chloride can damage adjacent grass, plants and metal. Apply with caution and use as sparingly as possible.
2. Calcium chloride is another de-icing salt. It generally looks like small, white, round, pellets. It will melt snow down to about 0° F. It can irritate skin. Studies indicate that depending on the concentration, calcium chloride is less damaging to grass than sodium chloride is. Heavy concentrations of calcium chloride can chemically attack concrete.
3. Potassium chloride is a de-icing salt available in some markets. It will not hurt skin or damage plants. However, it melts ice only when the air temperature is above 15° F.



The following material shall **not** be used on permeable pavement:

1. Sand for anti-skid as it will clog the paver system.
2. Magnesium chloride and fertilizers that contain ammonium nitrate and ammonium sulfate. They can attack the integrity of concrete.

<b>Maintenance Checklist for Permeable Pavements</b>		
<ul style="list-style-type: none"> <li>• Refer to the “Village of River Forest’s Operations &amp; Maintenance Plan for the Gale Ave Green Alley Improvement” for detailed requirements.</li> <li>• Maintenance of the permeable pavement system is required, at a minimum, three (3) times a year: Early Spring (3/1 to 4/15); Mid-Summer (6/15 to 8/15); Late Fall (10/15 to 11/30)</li> </ul>		
<b>Crew foreman:</b>	<b>Maintenance Type:</b>	
<b>Date:</b>	<b>Time:</b>	<input type="checkbox"/> Regular (scheduled) <input type="checkbox"/> Emergency/Corrective Action
<b>List of Alleys Serviced:</b>		
Maintenance Items	Completed? (Y/N)	Comments*
<b>Salt/Deicing (Early Spring only)</b>		
Remove piles of accumulated salt		
<b>Preventive Pavement Cleaning (three times per year at a minimum)</b>		
Sweep the entire pavement area (including both permeable and impermeable sections)		
Use walk-behind vacuum to remove sediment and organic debris on the permeable pavement surface		
<b>Drainage Structure Cleanup (Early Spring/Late Fall)</b>		
Remove debris and sediment from drainage structures		
<b>Joint Aggregate Refill (as needed)</b>		
Replenish joint aggregate material to “lip” of pavers as needed		
<b>Restorative Pavement Cleaning (Every 2 years or more often, as determined by inspection)</b>		
Run a vacuum sweeper over permeable pavement to restore infiltration rate.		
<b>Additional Comments &amp; Corrective Actions Taken:</b>		

\* Include explanation if maintenance is not performed or if further correction action is needed.

<b>Inspection Log for Permeable Pavements</b>		
<ul style="list-style-type: none"> <li>• Refer to the "Village of River Forest's Operations &amp; Maintenance Plan for the Gale Ave Green Alley Improvement" for detailed requirements.</li> <li>• Inspection of the permeable pavement system is required, at a minimum, three (3) times a year and after significant rainfall events exceeding 1.5 inches</li> <li>• Fill out one form for each permeable pavement area inspected.</li> </ul>		
<b>Inspector:</b> <b>Date:</b> _____ <b>Time:</b> _____ <b>Time Passed Since Last Rain Event:</b> _____		<b>Inspection/Maintenance Type:</b> <input type="checkbox"/> Regular (scheduled) <input type="checkbox"/> Emergency/Corrective Action <input type="checkbox"/> Following rainstorm > 1.5 in.
<b>Permeable/Porous Pavement Area:</b>		
<b>General Site Conditions:</b>		
<b>Inspection Items</b>	<b>Satisfactory (S) or Unsatisfactory (U)</b>	<b>Comments/Corrective Action, Issue Location</b>
<b>Salt/Deicing (Early Spring only)</b>		
No evidence for the use of traction sand		
Piles of accumulated salt removed in spring		
<b>Controlling Run-On</b>		
Adjacent vegetated areas show no signs of erosion and run-on to permeable pavement		
<b>Drainage Structure Inspection (Early Spring/Late Fall/After &gt;1.5 inches of rainfall)</b>		
No evidence of blockage		
Good condition, no need for cleaning/repair		
Observation wells show water has drained within 72 hours		
<b>Surface Infiltration</b>		
No sedimentation or signs of sedimentation on permeable pavement and between pavers in joint aggregate material		
No water ponding or evidence of ponding on permeable pavement		
Verify surface infiltration via garden hose test at areas where sedimentation and/or ponding are suspected		
<b>Pavement Condition</b>		
No evidence of deterioration		
No cuts from utilities visible		
No evidence of improper load applied (deformation, settlement or cracking)		
No stockpiling of materials and no seal coating		
No vegetation growth between paver joints (if applicable)		
Joint material filled to "lip" of pavers (if applicable)		
<b>Additional Comments, Recommendations:</b>		

**Operations and Maintenance Plan Owner's Certification Statement**

Property Name: Gale Ave Alley

Property Address: N/A

As the Owner(s) of the subject property, by signing this document, I/we acknowledge that I/we have received and reviewed the Operations and Maintenance Plan, dated 3/9/18 and understand its contents, (as required by article 9-3 of the MWRD's Watershed Maintenance Ordinance and the WMO Permit, Schedule R).

In the event that I/we were to sell this property, I/we agree to give a copy of the Plan to the new Owner(s) and this Owner's Certification Statement for signature. This signed Certification Statement must be submitted to the MWRD upon transfer of ownership.

I/we further agree to follow adhere to the maintenance schedule to maintain of the best management practices included stipulated in this Plan, and in the event that I were to sell this property, I/we agree to give a copy of this plan to the new Owner and explain to him/her the requirements of this plan (according to the MWRD Watershed Management Ordinance, article 9-3). I/we also acknowledge that if I/we do not maintain the measures as shown on this plan, upon inspection, I/we could be liable for a violation of the MWRD's Watershed Management Ordinance (as required by article 9-3 of the MWRD's Watershed Maintenance Ordinance).

Jeff Loster  
Initial Owner(s) Printed Name

[Signature] 3/9/18  
Initial Owner(s) Signature Date

[Signature]  
Notary Public



John Anderson  
2nd Owner(s) Printed Name

[Signature] 3/9/18  
2nd Owner(s) Signature Date

[Signature]  
Notary Public





MEMORANDUM

DATE: May 1, 2018  
TO: Eric Palm, Village Administrator  
FROM: Joan Rock, Finance Director  
SUBJECT: Fiscal Year 2018 Budget Amendment

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Attached is an ordinance amending the Fiscal Year 2018 Village of River Forest Annual Budget. The amendment increases expenditures in the General Fund (01) and revenues and expenditures in the Madison Street Tax Increment Financing District Fund (TIF) (31). The General Fund amendment includes an additional \$340,000 in the Transfer to Madison Street TIF account for the purchase of 10 Lathrop. The Madison Street TIF Fund (31) amendments include \$340,000 in the Property Purchase account also for the acquisition of 10 Lathrop and an offsetting revenue in the Transfer from General Fund account to fund the purchase.

The requested budget amendment is as follows:

Description	Account Number	Original Budget	Budget Amendment	Amended Budget
<b><u>General Fund (01)</u></b>				
Transfer to Madison Street TIF	01-10-00-57-5031	\$1,050,000	\$340,000	\$1,390,000
<b><u>Madison Street TIF Fund (31)</u></b>				
Property Purchase	31-00-00-55-0700	\$1,005,000	\$340,000	\$1,345,000
Transfer from General Fund	31-00-00-47-7001	\$1,050,000	\$340,000	\$1,390,000

Requested Board Action:

1. *Motion to pass An Ordinance Amending the Annual Budget for Corporate Purposes for the Fiscal Year Commencing on the 1<sup>st</sup> Day of May 2017 and Ending on the 30<sup>th</sup> Day of April 2018 for the Village of River Forest, Illinois.*

Ordinance No. \_\_\_\_\_

**AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR CORPORATE PURPOSES FOR THE FISCAL YEAR COMMENCING ON THE 1ST DAY OF MAY, 2017 AND ENDING ON THE 30TH DAY OF APRIL, 2018 FOR THE VILLAGE OF RIVER FOREST, ILLINOIS**

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

**Section 1:** That the following sums of money, or as much thereof as may be authorized by the Village of River Forest, Cook County, Illinois, are hereby budgeted for corporate purposes and objects of said Village hereinafter specified for the fiscal year commencing on the 1st day of May 2017 and ending on the 30th day of April 2018.

<b>Description</b>	<b>Account Number</b>	<b>Original Budget</b>	<b>Budget Amendment</b>	<b>Amended Budget</b>
<b><u>General Fund (01)</u></b>				
Transfer to Madison Street TIF	01-10-00-57-5031	\$1,050,000	\$340,000	\$1,390,000
<b><u>Madison Street TIF Fund (31)</u></b>				
Property Purchase	31-00-00-55-0700	\$1,005,000	\$340,000	\$1,345,000
Transfer from General Fund	31-00-00-47-7001	\$1,050,000	\$340,000	\$1,390,000

**Section 2:** That any sum of money heretofore budgeted and not heretofore expended and now in the treasury of the Village of River Forest, or that may hereinafter come into the treasury of the Village of River Forest, is hereby appropriated by this ordinance.

**Section 3:** This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed on a roll call vote of the Corporate Authorities on the 14<sup>th</sup> day of May, 2018.

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

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

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

\_\_\_\_\_  
Village Clerk

**APPROVED** by me this 14th day of May, 2018.

\_\_\_\_\_  
Village President

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

\_\_\_\_\_  
Village Clerk

# Village of River Forest



## POLICE DEPARTMENT MEMORANDUM

**TO:** Eric Palm- Village Administrator

**FROM:** James O'Shea- Chief of Police

**DATE:** May 8, 2018

**SUBJECT:** April 2018 Monthly Report

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### Crime Statistics

The month of April 2018 showed a slight decrease in Part I offenses, and moderate decrease in Part II reported crimes compared to April 2017. Part I decreased by 5% in reported crimes compared to April 2017. Part II offenses decreased by 24% in reported crimes in April 2018 in comparison to April 2017, with 58 occurring in April 2018 and 74 reported in April 2017. Decreases in Robbery, Motor Vehicle Theft, and Theft incidents contributed to the Part I reduction. Decreases in Disorderly Conduct and Traffic Arrest incidents contributed to the Part II reduction. Overall, Part I crimes have decreased by 23% year-to-date compared to 2017, and Part II crimes have decreased by 23% year-to-date compared to 2017.

	April 2018	April 2017	Diff. +/-	% +/-	YTD 2018	YTD 2017	Diff. +/-	% +/-
<b>Part I*</b>	20	21	-1	-5%	64	81	-17	-23%
<b>Part II**</b>	58	74	-16	-24%	244	307	-63	-23%
<b>Reports***</b>	162	172	-10	-6%	583	649	-66	-11%
<b>Events****</b>	1597	2225	-628	-33%	7023	8766	-1,743	-22%

\*Part I Offenses include homicide, criminal sexual assault, robbery, aggravated battery, burglary, theft, and motor vehicle theft.

\*\*Part II Offenses include simple battery, assault, criminal trespass, disorderly conduct, and all other misdemeanor and traffic offenses.

\*\*\*Reports (new category as of September 2015) include total number of reports written by officers during the month.

\*\*\*\*Events (new category as of September 2015) include all activities conducted by officers, including foot patrols, premise checks, traffic stops, and all other calls for service not included as PART I and PART II offenses.

## Town Center

The Police Department conducted 134 calls for service at the Town Center properties in April 2018; of those calls there were thirty-three (33) reported crimes, which included one (1) Burglary to Auto, ten (10) Retail Thefts, two (2) Thefts, and twenty (20) Panhandler/Criminal Trespass events.

## Collaboration and Relationship Strengthening

- Chief met with area police chiefs and State Representative Chris Welch to discuss common concerns and pending legislative initiatives, 04/03/18.
- Chief attended Administrator's Forum at OPRF High School, 04/10/18
- Chief attended IRMA Police Chief's Steering Committee Meeting in Oak Brook which focused on new juvenile law and procedures, 04/12/18.
- Chief attended WESTAF quarterly meeting in Franklin Park, 04/18/18.
- Lockdown drill at Trinity, 04/17/18.
- Chief and officers attended school safety meeting at Trinity, 04/17/18.
- 2<sup>nd</sup> quarter Community Safety Meeting was held at the Village Hall, 04/25/18.
- Officers conducted ongoing community outreach in south-west area of Village due to heavy traffic congestion caused by railroad tracks closure on 1<sup>st</sup> Ave in Maywood.

## School and Community Support

During this period, the SRO/CSO Division continued to focus on addressing safety and security concerns by meeting with community organizations and schools. Some of these concerns included traffic and personal safety related issues.

The OEO conducted parking enforcement throughout the village, resulting in 56 tickets for:

- 40 "Daily Fee" parking violations
- 7 "Resident Only" parking violations
- 3 "Fire Lane/Hydrant" parking violation
- 6 "Permit" parking violations

### **School and Community-Support Activity Highlights for April 2018**

Ofc. Czernik completed the following:

- Taught Too Good for Drugs at the following schools:
  - ✓ St. Vincent, St. Luke and Grace Luth. on 4/10/18.
  - ✓ St. Vincent, St. Luke and Grace Luth. on 4/24/18.
- Met with social workers regarding challenges facing area youth on 4/2/18 & 4/4/18.
- Attended Rapid Deployment Training in Norridge on 4/3/18.



- Attended Youth Network Council Meeting at O.P. Library on 4/12/18.
- Facilitated Lockdown drill and subsequent Annual Safety Review meeting at Trinity HS on 4/17/18.
- Conducted a Security Survey at 411 Lathrop on 4/23/18.
- Attended NIPAS training in McCook, IL. on 4/25/18.
- Conducted a presentation for Community Crime Prevention meeting on 4/25/18.
- Attended meeting with Jeff Loster and consultants regarding crossing guards and pedestrian safety on 4/26/18.
- Conducted presentation at RFPD for Celebrating Seniors week on 4/30/18.
- Spent time throughout month assisting Detective Division on cases 18-00080, 18-00152, 18-00507, 18-00540
- Spent time throughout month cleaning and reorganizing Crime Prevention work areas in anticipation of remodeling.
- Spent time throughout month ordering promotional supplies for department.
- Spent time throughout month developing in-house training for NARCAN, Less Lethal, and Use of Force

### **UPCOMING School and Community Support Activities for May 2018**

Ofc. Czernik will:

- Attend Partnership for Youth Development meeting on 5/2/18.
- Conduct residential security survey at a home on the 1300 block of Forest on 5/3/18.
- Attend NIPAS training on 5/9/18.
- Attend NIPAS meeting on 5/10/18.
- Attend M-Team meeting on 5/17/18.
- Complete ISEARCH and Too Good for Drugs Classes for the school year.
- Develop and Begin Alcohol compliance checks through OP Township grant.
- Collaborate with Sgt. Buckner to transition NARCAN supplies and program.
- Collaborate with Sgt. Greenwood on in-service training for less-lethal weapons.
- Begin planning for Junior Citizens Police Academy 2018.
- Continue regular Foot Patrols and Business Checks throughout the business district.
- Continue scheduling and performing residential security surveys.
- Continue scheduling and conducting crime prevention presentations by request.
- Remain in contact with all elementary schools, Trinity, and both Universities to ensure there are no pending issues that the police department needs to address.

Sgt. Grill will:

- Assist with Red Light hearings.
- Assist with Adjudication hearings and manage caseload.
- Manage movie and commercial film details, permits, and requests.
- Assist with Information Technology projects.
- Address subpoenas, FOIA requests and other records requests for various sources of police video used in police response and criminal investigations.
- Manage various grant activities.
- Assist with Vehicle Maintenance and Equipment.

OEO Kaniecki will:

- Monitor parking issues near the various schools.
- Monitor parking issues near the River Forest Community Center.
- Monitor and enforce parking regulations in Daily Fee, Time Zone, Resident Only Zones, and Handicapped Parking Only Areas etc.
- Assist with Evidence Management.
- Assist with Court records communications.
- Assist with Animal related calls for service.
- Provide traffic control services during Fire and Police related events.

<b>Active Solicitor Permits</b>		
<b>Individual or Organization</b>	<b>Description</b>	<b>Expires</b>
Power Home Remodeling	Home Repair	21-Apr-18
Renewal By Anderson	Window Installation	2-May-18
Point Pest Control	Pest Control	11-Aug-18
Weed Man	Lawn Care	25-Apr-19

### **Budget and Fiscal Monitoring**

#### **April 01 – April 30, 2018**

During the month of April, parking citation revenue was below the estimated monthly projection (\$14,641) by \$2,941. Administrative tow revenue was moderately above monthly projections (\$11,733) by \$1,267. Local ordinance revenue was up by \$620 compared to average yearly projection to date of \$6,325. Overtime was over the anticipated monthly average of \$14,583 by \$175, and is still below the anticipated YTD total of \$175,000.

#### **Revenue/Expenditure Summary**

<b>Category</b>	<b>Total # Paid 04/18</b>	<b>Total # paid FY18 Y-T-D</b>	<b>Expenditure/ Revenue 04/18</b>	<b>FY18 Y-T-D Expenditure/Revenue</b>
<b>Parking/Compliance Citations</b>	<b>304</b>	<b>3415</b>	<b>\$11,710</b>	<b>\$139,419</b>
<b>Admin. Tows</b>	<b>26</b>	<b>277</b>	<b>\$13,000</b>	<b>\$138,500</b>
<b>Local Ordinance</b>	<b>0</b>	<b>42</b>	<b>\$0.00</b>	<b>\$7,520</b>
<b>Overtime</b>	<b>225 hrs</b>	<b>1,648 hrs.</b>	<b>\$14,758</b>	<b>\$174,659</b>

## **Significant Incidents and Notable Arrests:**

### **18-00444                      Retail Theft Arrest**

On April 5, 2018 River Forest Officers responded to Jewel/Osco in reference to a Retail Theft. Store loss prevention provided dispatch with a description of the offenders and they relayed the information to officers. A River Forest Officer located a subject matching the description in the 7200 block of Central. The subject, a 32-year old male from Chicago was identified as the offender, and he was in possession of \$272.79 worth of store merchandise that he did not pay for. He was charged with Retail Theft and released on an I-Bond.

### **18-00497                      DUI Arrest**

On April 15, 2018 a River Forest Officer conducted a traffic stop in the 7300 blk of Lake St. for numerous IVC violations, including driving 70mph in a 30mph zone. The driver, a 24-year old male from Chicago showed signs of impairment on all SFST's and was arrested for DUI. A 9mm handgun was located in the vehicle but was later determined to be a real looking starter pistol. While at the station driver refused a breath test. The driver was charged with DUI, Aggravated Speeding and Reckless Driving and later released on bond.

### **18-00513                      Retail Theft Arrest**

On April 18, 2018 River Forest Officers responded to Walgreen's in reference to a Retail Theft. The subject, a 32-year old male from Chicago was apprehended by officers at Starbuck's who was in possession of \$70.94 worth of store merchandise he did not pay for. He was charged with Retail Theft and released on bond.

### **18-00532                      Aggravated Speeding and Warrant Arrest**

On April 21, 2018 a River Forest Officer conducted a traffic stop in the 7100 block of Division for driving approximately 80mph in a posted 30mph zone. The driver, a 23-year old male from Crest Hill also had an outstanding Illinois State Police warrant for an Aggravated Speeding arrested. The driver was charged with Aggravated Speeding and later released after posting bond on the warrant and our charges.

### **18-00534                      Possession of a Stolen Motor Vehicle Arrest**

On April 21, 2018 River Forest Officers responded to the 7200 block of North Ave. where an off-duty police officer observed four occupants in his girlfriend's vehicle which had been reported stolen earlier in the day. River Forest officers stopped the vehicle and took the driver, a 24-year old male from Chicago into custody as well as three juvenile passengers. All were from Chicago. The driver was charged with Possession of a Stolen Motor Vehicle, and transported to Maybrook. The juvenile passengers were petitioned to juvenile court for Criminal Trespass to vehicle and were released to their parents.

### **18-00564                      Criminal Trespass to Vehicle Arrest**

On April 28, 2018 a River Forest Officer conducted a traffic stop after an LPR hit on a reported stolen vehicle in the area of North & Harlem. The driver, a 25-year old female from Chicago and passenger, a 34-year old male from Chicago were taken into custody. It was later determined that the owner was a family member and did not wish to pursue the matter, signing a refusal to prosecute form. The occupants were released without charge.

The following chart summarizes and compares the measured activity for all three Patrol Watches during the month of April 2018:

	Midnights 2230-0630	Day Watch 0630-1430	Third Watch 1430-2230
Criminal Arrests	1	5	12
Warrant Arrests	1	1	5
D.U.I Arrests	4	0	1
Misdemeanor Traffic Arrests	7	11	5
Hazardous Moving Violations	36	87	61
Compliance Citations	16	36	52
Parking Citations	219	79	32
Traffic Stop Data Sheets	82	176	211
Quasi-Criminal Arrests/ L.O	1	0	2
Field Interviews	16	18	57
Premise Checks/Foot Patrols	181	121	273
Written Reports	17	64	92
Administrative Tows	7	6	6
Booted vehicles	0	0	0
Sick Time used (in days)	1	2	0

### **Detective Division**

Sergeant Labriola was reassigned from patrol to sixteen (16) days performing detective duties. The reassignment was based on Sergeant Greenwood's scheduled training. Sergeant Labriola was also assigned to six (6) patrol shifts during the month.

Sergeant Greenwood worked seven (7) scheduled days performing detective duties. Sergeant Greenwood was in class for ten (10) scheduled training days at Northwestern University School of Police Staff and Command course.

Sergeant Greenwood prepared a presentation for the quarterly community meeting by compiling crime statistics since the last meeting that was held. Sergeant Greenwood also presented at the meeting.

Sergeant Labriola and Sergeant Greenwood met with a Special agent with the DEA reference the possible manufacturing of a controlled substance in the village. River Forest Detectives will be working with the DEA once the case is officially opened by their agency.

Sergeant Labriola completed the procedure for the eLineup software program, and officers will be able to utilize it in the near future.

During the month of February, the Detective Unit opened up/reviewed thirteen (13) cases for potential follow-up. Of those cases, two (2) were Cleared by Arrest, one (1) was Administratively Closed, three (3) were Exceptionally Cleared, and seven (7) are Pending. The Unit also continued to investigate open cases from previous months.

**Year to Date Arrest Statistics**

Quantity Arrested	# Felony Charges	# Misdemeanor Charges	# Warrants
<b>13</b>	<b>9</b>	<b>5</b>	<b>0</b>

**April 2018 Case Assignment Summary**

<b><u>Part I</u></b>	<b><u># Cases</u></b>	<b><u>Cleared by Arrest</u></b>	<b><u>Adm Closed</u></b>	<b><u>Screen Out</u></b>	<b><u>Susp</u></b>	<b><u>Except</u></b>	<b><u>Pend</u></b>	<b><u>Refer</u></b>	<b><u>Unfound</u></b>
Burglary	<u>2</u>					<u>1</u>	<u>1</u>		
Theft	<u>3</u>	<u>1</u>					<u>2</u>		
Residential Burglary	<u>1</u>						<u>1</u>		
Aggravated Battery	<u>1</u>					<u>1</u>			
Battery	<u>1</u>						<u>1</u>		
<b>Part I Total</b>	<b>8</b>	<b>1</b>				<b>2</b>	<b>5</b>		
<b><u>Part II</u></b>	<b><u># Cases</u></b>	<b><u>Cleared by Arrest</u></b>	<b><u>Adm Closed</u></b>	<b><u>Screen Out</u></b>	<b><u>Susp</u></b>	<b><u>Except Clear</u></b>	<b><u>Pend</u></b>	<b><u>Refer</u></b>	<b><u>Unfound</u></b>
Retail Theft	<u>4</u>	<u>1</u>	<u>1</u>			<u>1</u>	<u>1</u>		
Forgery	<u>1</u>						<u>1</u>		
<b>Part II Total</b>	<b>5</b>	<b>1</b>	<b>1</b>			<b>1</b>	<b>2</b>		
<b>TOTALS</b>	<b>13</b>	<b>2</b>	<b>1</b>			<b>3</b>	<b>7</b>		

**April 2018 Juvenile Arrests**

<b><u>Offenses</u></b>	<b><u>Adjusted</u></b>	<b><u>Cited</u></b>	<b><u>Petitioned</u></b>	<b><u>Referred</u></b>
Criminal Trespass			3	
Battery			1	
<b>Total</b>			<b>4</b>	

**New Investigations**

**18-00455                      Theft of Lost or Mislaid Property**

On April 7, 2018 the victim reported that after he made a purchase at the Mobil Gas Station located at 754 Harlem he realized that he left his money on the counter. The offender, Star Hanley 08/23/80, an employee at a nearby location in Oak Park was positively identified as the offender. The victim asked that the Hanley be issued a local ordinance citation, and on April 16, 2018 she was issued a local ordinance citation for Petit Larceny.

**18-00468                      Theft Under \$500**

On April 9, 2018 the victim reported that she had her wallet stolen while she dined at Panera located at 7349 Lake St. The wallet contained USC, numerous credit cards, and her Illinois driver's license. The offender was captured on video surveillance at the Oak Park Target while using the victim's credit card to make an \$800

purchase. A still image of the offender was disseminated in a Critical Reach bulletin in an attempt to identify the offender. This case is pending.

**18-00479                      Retail Theft**

On April 11, 2018 the store manager at DSW located at 7321 Lake St. reported that a male subject entered the store and upon leaving set off the sensors. There was not witness and the video surveillance did not capture the Retail Theft. As a result, the case was Exceptionally Cleared.

**18-00504                      Residential Burglary**

On April 17, 2018 at approximately 1117Hrs. the police department received an alarm call at a residence in the 900 block of Lathrop. The officers who responded observed that forced entry had been made through a porch of the residence. It appeared that an unknown offender shattered the window with a landscaping brick. The offender removed multiple pieces of jewelry from inside of the residence. A neighborhood canvass was completed and it appears that the offender and offending vehicle is depicted in nearby video surveillance. The offending vehicle is described as a silver or pewter colored Jeep Cherokee. The offender appears to be a M/W approximately 5'10"-6'0" and approximately 50 years of age.

**18-00507                      Battery**

On April 17, 2018 a 9-year old juvenile student at Lincoln School reported that his teacher physically grabbed him by his arm and pulled him from his chair. Investigators and School Resource Officer Czernik have been in contact with the juvenile's father, school officials, and the parents of two juvenile witnesses to take statements. Forensic Interviews have been conducted for the willing participants, and investigators will consult with the Cook County State's Attorney's Office for potential charges.

**18-00517                      Burglary**

On April 19, 2018 a resident in the 100 block of Ashland reported that between 0800Hrs. on April 18, 2018 and 0800Hrs. on April 19, 2018 an unknown person entered his unlocked garage, and removed a 14" Nishiki Pueblo boys bicycle. The owner was unable to locate a serial number and LeadsOnline has been checked with negative results. This case is Administratively Closed.

**18-00519                      Aggravated Battery**

On April 19, 2018 at approximately 1352Hrs. there was a report of an Aggravated Battery at North Ave. and William. The victims who were walking from Binny's in Elmwood Park to a residence they were doing work at with their mother when they reported that a white Ford Mustang approached them, and two subjects exited. The two subjects attacked the two victims, and one of the may have been struck with a baseball bat or pipe. It is believed gang signs and/or words were exchanged. The victims and their mother stopped cooperating once they voluntarily walked out of the River Forest Police Department before any identification could be made. Multiple attempts have been made to follow-up with them but they have not been successful. A Critical Reach depicting the offending vehicle was disseminated. On April 25, 2018 the Melrose Park Police Department contacted investigators and related that they located what they believed was the offending vehicle near 110 25<sup>th</sup> Ave. in Melrose Park. In plain view was an aluminum baseball bat tucked underneath the back of the driver seat. They are familiar with the vehicle owner and he matches the physical description of one of the offenders. Because the victims or their mother refused to cooperate the case will be Exceptionally Cleared.

**18-00521                      Forgery**

On April 19, 2018 the pharmacy manager at CVS located at 7929 North Ave. related that a subject came in an attempt to fill an Oxycodone prescription for who he alleged was his friend. The subject provided his name as Dion Trisby 09/25/59, and the pharmacist contacted the physician who allegedly issued the prescription. The physician related that the prescription was not issued by her and was a counterfeit. She advised investigators that multiple counterfeit prescriptions have recently been filled using her DEA number, and most recent in Elmwood Park. The pharmacist positively identified Trisby in a photo lineup, and probable cause has been established to place Trisby into custody for Forgery. A Critical Reach has been disseminated, and investigators will continue to look for Trisby.

**18-00522                      Retail Theft**

On April 19, 2018 a store employee at Walgreen's located at 7251 Lake St. reported that two subjects stole \$92.97 worth of diapers and left out of the emergency exit. The video was of poor quality, and an identification could not be made from the video surveillance. As a result, the case was Administratively Closed.

**18-00523                      Burglary**

On April 19, 2018 an Oak Park officer was stopped by someone who found a wallet near Harlem and Augusta. The wallet belonged to a resident who lived in the 800 block of Monroe. Contact was made with the resident who related that between April 18, 2018 at 2000Hrs. and April 19, 2018 at 0715Hrs. an unknown subject entered her unlocked vehicle that was parked at her residence and removed the wallet which contained credit cards and a blank check. Attempts were made to contact the resident but she did not return calls. As a result, this case will be Exceptionally Cleared.

**18-00531                      Bicycle Theft**

On April 20, 2018 a resident related that her son's bicycle was taken from the front yard of a friend's residence in the 1400 block of Jackson between 2030Hrs. and 2020Hrs. A check of the bicycle in LeadsOnline was negative, and the case is pending new leads.

**18-00540                      Retail Theft**

On April 22, 2018 the manager at CVS located at 7929 North Ave. related that a male and female subject entered the store and removed approximately \$160 worth of diapers. The manager obtained a partial plate of the offending vehicle. Through the investigation it was determined that the registered owner of the vehicle was arrested by the Oak Forest Police Department for a similar crime on April 19, 2018 using the same vehicle. The registered owner was arrested on April 19, 2018 with a Jodie Christian 02/14/93. Christian was positively identified by the manager in a photo lineup, but she was unable to identify the female. A Critical Reach was disseminated seeking assistance in apprehending Christian. The Alsip Police Department took him into custody on April 26, 2018 and he was turned over to RFPD. On April 27, 2018 Christian provided a written statement implicating himself. He was charged with a misdemeanor and the Hickory Hills Police Department took custody of him. They charged him with Continuing a Financial Crimes Enterprise after he committed similar Retail Thefts in their jurisdiction on three separate occasions.

**18-00568                      Retail Theft**

On April 28, 2018 four subjects entered the Ulta located at 7231 Lake St. and immediately began grabbing multiple boxes of fragrances from the shelf before quickly exiting the store. It was later determined that the

subjects worked in concert to remove 43 boxes of fragrances valued at over \$4,000. Investigators have been communicating with Ulta regional loss prevention, and an identification is pending a photo lineup with the store manager.

**Old Cases**

**17-01645                      Burglary**

On September 29, 2017 a resident in the 600 block of Clinton reported that his garage was burglarized between 1900Hrs. on September 28, 2017 and 0730Hrs. on September 29, 2017. The unknown offender removed two custom bicycles valued at a total of \$4,000. A check of LeadsOnline revealed that one of the bicycles was pawned by Deilo Ware, 06/24/74. The bicycle was positively identified by the victim and returned. On April 17, 2018 investigators interviewed Ware who was in custody at the Cook County Jail on an unrelated Aggravated Robbery charge. Ware admitted to pawning the bicycle, which he believed to be stolen. He denied entering the victim’s garage and as a result was charged with Theft Over \$500.

**Training**

During the month of April 2018, seven (7) officers attended training classes for a total of eighty-two (82) hours of training. Recruit Heneghan continued his training at the Chicago Police Metro Academy and Sergeant Greenwood continued his training at the Northwestern University School of Police Staff and Command. The Department members, courses, and total number of hours included in the course are detailed below.

<b>Officer Name</b>	<b>Course Title</b>	<b>Start</b>	<b>End</b>	<b>Hours</b>
Bowman	Rapid Deployment Training	04/03/2018		8
Czernik	Rapid Deployment Training	04/03/2018		8
Czernik	School Safety Conference	04/18/2018		8
Eberling	Rapid Deployment Training	04/03/2018		8
Fries	Rapid Deployment Training	04/03/2018		8
Humphreys	Rapid Deployment Training	04/04/2018		8
Humphreys	School Safety Conference	04/18/2018		8
Humphreys	WESTAF Major Crash Training	04/25/2018	04/26/2018	10
Murillo	Rapid Deployment Training	04/04/2018		8
Pluto	Rapid Deployment Training	04/04/2018		8
<b>Total Hours</b>				<b>82</b>





## MEMORANDUM

TO: Eric J. Palm  
Village Administrator

*Kurt Bohlmann*

FROM: Kur Bohlmann  
Fire Chief

DATE: May 3, 2018

SUBJECT: Monthly Report – April – 2018

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The Fire Department responded to 193 calls during the month of April. This is above our average number of calls in comparison to 2017. We experienced 8 fire related calls for the month. Emergency Medical Service calls represent 53% of our response activity for the month of April.

<b>Incident Group</b>	<b>Count</b>
100 – Fire	8
200 – Rupture/Explosion	0
300 – Rescue/EMS	102
400 – Hazardous Condition	7
500 – Service Calls	15
600 – Good Intent	24
700 – False Alarm	37
800 – Severe Weather	0
900 – Special Incidents	0

The month of April has been very busy. Our Administrative Assistant attended the Illinois Fire Service Administrative Professionals Training Conference in Galena. Renee made a lot of contacts and learned some valuable skills for her job. Renee has been a valuable asset to the Fire Department in the short time she has been here.

I attended the Senior Officer Development for the 21<sup>st</sup> Century seminar in Southern Illinois. As the times change, so do the personnel that work for fire departments. Learning how to handle new generations of firefighters is an important tool going forward.

The Fire Marshal and I represented the Fire Department at the Funeral of William Darley, a long-time resident of River Forest and the owner of the company that has built our last several fire engines. The family was very appreciative to have an engine with Mr. Darley's nameplate at the funeral.

The Fire and Police Commission has begun the process to create our new hiring list. I, along with the Fire Marshal and the on-duty crew attended the orientation for the candidates. The Fire Marshal and I also assisted at the written exam.

Finally, the Fire Department had a setback in April. The aerial truck suffered moderate damage when it was driven partially under the viaduct at Keystone Avenue. An investigation is being conducted and the truck is in the process of being repaired. We are also exploring every possible option to use technology, signage, etc. to prevent another occurrence.

### **Incidents of Interest**

A fire started in a paper shredding truck in River Forest. The Fire Department displayed exceptional knowledge of procedures to quickly extinguish the fire, limiting the damage.

See details below.

### **Suppression Activities**

For the month of April, we responded to 193 emergency calls, which is above our normal amount of calls. Of this total, eight were fire related incidents. Five of these fire incidents occurred in River Forest. The other three fire incidents occurred outside of River Forest.

The first incident was a truck fire in River Forest. The paper shredding truck sustained fire damage totaling \$5,000. The onboard fire suppression system was activated due to shredded paper that had ignited. River Forest crews used a booster hose to extinguish smoldering paper in and around the hydraulic shredder.

The second was a chimney fire in River Forest. A passerby reported flames coming from the chimney. The resident had a fire going in fireplace. Upon arrival, crew observed no smoke or fire showing. River Forest crew inspected the attic space and no smoke or fire were present.

The third fire was a building fire in Oak Park. On arrival, the River Forest crew was ordered to place fans in a stairway for ventilation. The crew was then ordered to force apartment doors on the fire floor and perform a primary search. Assignments were completed and the crew was released per command.

The fourth fire was a building fire in Oak Park. River Forest responded with a Fire Investigator for the Investigator Box.

The other four fires were cooking fires that caused no damage. Three of these occurred in River Forest and one was in Elmwood Park.

### **Training**

This month the department participated in various training activities such as:

- All shifts continued their assigned building inspections
- All shifts working with new members to acquaint with our procedures.
- All shifts working with Engine 213 driving and operations.
- Div 11 Haz Mat drill in Oak Park on April 16<sup>th</sup> & 20<sup>th</sup>. Subject was meter sampling.
- Div 11 TRT drill in Stickney on April 11<sup>th</sup>. Subject was tower crane rappel.
- Loyola CE subject was Summer & Heat emergencies.
- Loyola required Pre-Hospital Trauma Life Support taught at RFFD on April 17<sup>th</sup>, 18<sup>th</sup> & 19<sup>th</sup>.
- FF Nolan attended FO1 Tactics & Strategies I at North Palos FD
- Lt. Carter attended FO2 Management IV at Downers Grove FD
- Lt's Howe and Carter continued Blue Card online training.
- FF Boyd passed Fire Service Vehicle Operator written test and is now OSFM certified.

### **Paramedic Activity**

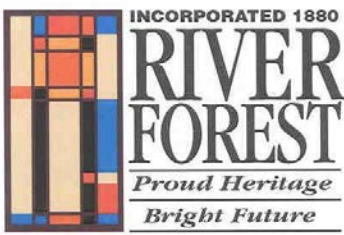
We responded to 102 ambulance calls making contact with 104 patients for the month of April, which is about our monthly average number of EMS calls. Of this total, 34 patients were classified as ALS and 70 were BLS. 25 of the 70 BLS patients refused treatment and/or transport.

A detailed monthly EMS report is available for review.

### **Fire Prevention**

During the month of April, the Fire Prevention Bureau conducted 12 Regular Inspections, 13 Company Inspections and 4 Plan Reviews with 42 Violations noted and 44 violations corrected.

A detailed monthly Fire prevention report is available for review.



## MEMORANDUM

**DATE:** May 3, 2018  
**TO:** Eric J. Palm, Village Administrator  
**FROM:** John Anderson, Director of Public Works  
**SUBJECT:** Monthly Report – April 2018

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### Executive Summary

In the month of April, the department of Public Works transitioned to spring operations and focused heavily on tree trimming, street sweeping, inlet/catch basin cleaning and sewer jetting. There were two instances that required staff to respond to snow and ice events. These snow and ice events resulted in distributing 2.5 tons of salt on Village streets through a combination of rock salt and the use of salt brine prior to the anticipated snowfall. Masonry repair and window replacement occurred at the Public Works garage. The north, west, and south walls of the building have had brick repair and the replacement of 35 windows as well. Construction work for the upcoming fiscal year was bid for the following projects: curb & sidewalk replacement, street patching the street improvement program, and sewer lining. The resident engineering agreement with Bollinger Lach & Associates for the Chicago Avenue street resurfacing project was also approved for the upcoming construction season. Water operations staff were able to work with demonstration equipment known as deployable leak sensors. These are magnetic sensors that can be attached to water valves throughout the water distribution system. They are battery operated and “listen” for leaks in the quiet moments of the night and transmit this data through a cellular network. This information is viewable on a secure website where staff can determine if there are any leaks in the system that need to be fixed. This demonstration was very effective in that a leak was found with the equipment and repaired shortly thereafter by in-house staff. The purchase of eight sensors is budgeted in FY19, but more may be requested to be purchased to cover a larger portion of the distribution system. Staff has also been looking at several demonstration sewer trucks. Three different trucks were evaluated and used by operations staff to better inform us on the planned purchase of a new sewer truck.

### Public Works Items Approved by the Village Board of Trustees in April:

- Amend Title 9 of the Village code – Removal of ADA Parking Space on Lathrop Avenue – Ordinance
- Chicago Avenue Resurfacing Project – Local Public Agency Agreement for Federal Participation and Resolution for Improvement for Use of Motor Fuel Tax Funds – Resolution

- Proclamation – Arbor Day
- Change Order #1 (Final) for 2017 Water-Main Improvement Project for \$68,141.70 – Resolution
- Award of Bid & Contract for the 2018 Curb & Sidewalk Replacement Program to Strada Construction for \$57,000.00
- Award of Bid & Contract for the 2018 Street Patching Program to Chicagoland Paving Contractors for \$49,960.00
- Award of Bid & Contract for the 2018 Street Improvement Project to Chicagoland Paving Contractors for \$364,900.00
- Waiver of Formal Bid and Award of Contract for Construction Engineering Services for Chicago Avenue Resurfacing Project & Approve Construction Engineering Services Agreement for Federal Participation with IDOT

### Sustainability Commission Report

- Recycling Extravaganza - 365 cars were unloaded and over 27,000 pounds of electronics were collected. There were also over 5,000 pounds of scrap metal, 40 bikes, 1,350 pounds of batteries and 62 boxes of books and school supplies collected and much more.
- Community garden plots are now available located on the Pumping station property just south of the building at Berkshire St. and Jackson Ave. This is a collaborative effort between the Village, Sustainability Commission, and the Park District. Residents are able to contact the Park District to sign up for garden plots to use throughout the year.
- The Commission is working on a research document on the topic of artificial turf and the potential environmental impacts
- The commission is looking into revising the requirements of landscapers receiving a contractor's license by including the need to submit proof of pesticide licenses for landscaping personnel

### Engineering Division Summary

- Received and processed 13 grading permits, two utility permits, and multiple utility atlas requests
- Attended a meeting with GIS Consortium Staff regarding utility map editing capabilities
- Opened bids and awarded a contract for the 2018 Curb and Sidewalk Replacement Project
- Opened bids and awarded a contract for the 2018 Street Patching Project
- Obtained an Illinois Environmental Protection Agency (IEPA) permit for the 2018 Water Main Improvement Project
- Advertised the Call for Bids for the 2018 Water Main Improvement Project
- Opened bids and awarded a contract for the 2018 Street Improvement Project
- Opened bids (through Illinois Department of Transportation) for the Chicago Avenue Resurfacing Project

- Opened bids for the 2018 Sewer Lining Improvement Project
- Attended a full-day training seminar through IDOT for permeable pavements
- Drafted and advertised a Request for Proposals for Construction Engineering Services on the 2018 Water Main Improvement Project
- Drafted and advertised a Request for Proposals for Design Engineering Services for the additional Green Alley Improvements
- Held a kick-off meeting with School District 90 for the Safe Walking Routes to Schools Project
- Attended the Technical Review Meeting for the development at Lake and Lathrop

Public Works – Operations

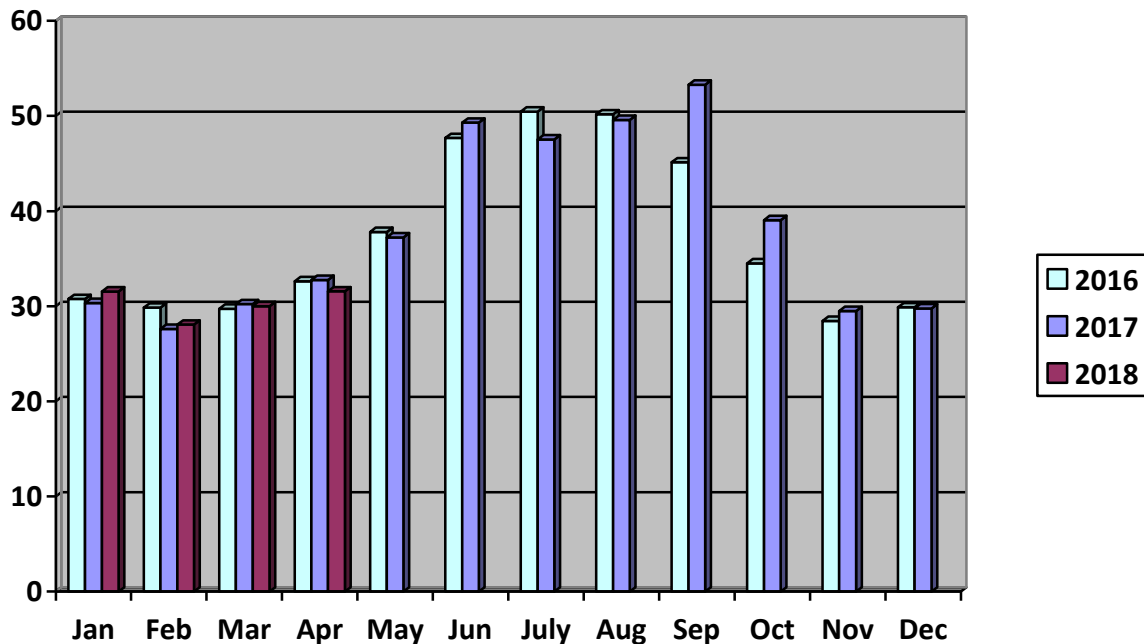
The following is a summary of utility locate requests received from JULIE (Joint Utility Locating Information for Excavators) and work orders (streets, forestry, water, sewer, etc.) that were received and processed during the past 12 months:

	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Utility Locates	207	228	131	177	170	123	88	28	45	34	104	149
Work orders	54	57	64	54	30	29	25	14	11	8	18	25

Water and Sewer

Monthly Pumpage: April’s average daily pumpage of 1.05 million gallons (MG) is slightly higher than April’s average of 1.01 MG in 2017.

Volume of Water Pumped into the Distribution System (Million Gallons)



In the month of April Water Division personnel continued the replacement of batteries within MXUs (water meter reading devices) based on the errors in the meter reading reports performed each month. Residents and businesses were notified of backflow violations; they were given notice to comply or have the water shut off on a specific date for non-compliance. The purpose of this program is to remain in compliance with IEPA requirements.

On April 17<sup>th</sup> a water main break was detected on a fire hydrant lateral at 1122 Lathrop and was repaired by Public Works staff. The employees performed hydro excavation to expose the leak and install a repair sleeve.

The Water Division personnel performed these additional tasks in April:

- Responded to 214 service calls

Streets and Forestry

Staff in the Streets and Forestry division focused heavily on tree trimming, sewer jetting, Inlet/catch basin cleaning, and street sweeping. These are the details of the tasks performed frequently in the month of April:

<b>Description of Work Performed</b>	<b>Quantity</b>
Trees Trimmed	127
Trees Removed	2
Stumps Removed	5
Street Sweeping (curb miles)	127
Sign Repairs/Fabrication	21
Sewer Jetting (linear feet)	175
Inlet/Catch Basin Cleaning	53
Number of Snow & Ice Responses	2
Street Salting (tons)	2.5



Village of River Forest  
**Village Administrator's Office**

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

**MEMORANDUM**

Date: May 2, 2018

To: Eric Palm, Village Administrator

From: Lisa Scheiner, Assistant Village Administrator

Subj: Building & Zoning Report - April, 2018

The Village issued 136 permits in April, 2018, compared to 148 during the same month in 2017. Permit revenue collected in April, 2018 totaled \$84,514, compared to \$42,766 in March. Fiscal Year total permit revenue has now reached \$565,796, which is 119% of the \$475,000 projected for FY 17-18. The following noteworthy building permit was issued in April, 2018:

- 7400 Augusta Street – Concordia University residence hall 4<sup>th</sup> and 5<sup>th</sup> floor build-out

Planned Development Project Updates

Below please find a summary of the status of approved planned development permits as well as certain pending applications.

*Approved:*

- The Promenade (7820 W. Madison Street - Approved July 13, 2015) – Construction and inspection of the unoccupied townhomes and project site continues. Under the Planned Development Ordinance construction must be completed by April 13, 2018 for the planned development permit to remain valid. Occupancy has been granted to five of the 29 units. Staff continues to work with the developer to ensure that the conditions of partial occupancy are met.
- Concordia University Residence Hall (Bonnie Brae Place - Approved July 12, 2016) –The Village received plans for the build-out of the fourth and fifth floors in February, 2018. Under the Planned Development Ordinance, construction must be completed by April, 2019 for the planned development permit to remain valid.
- The Avalon (Bonnie Brae Condominiums - 1101-1111 Bonnie Brae Place - Approved November 17, 2016) – The Village Board granted a major amendment regarding setback requirements in March, 2018. Under the terms of a minor amendment that was granted in January, 2018, the developer must commence construction by July 30, 2018.



*Pending:*

- Concordia University (7400 Augusta)
  - Cell Tower/Parking Garage - The University introduced the project to the Village Board on January 9, 2017, regarding a possible increase to the height of a portion of the parking garage to allow for the installation of an additional cellular antenna. A neighbor meeting was held on March 15, 2017. A pre-filing conference with the Development Review Board was held on April 6, 2017 to consider the University's request for waivers of several application requirements. In February the University appeared before the Development Review Board with a revised plan and affirmed that the waiver for a traffic and parking study still stands. An application was submitted in April and a technical review meeting will be held on May 3, 2018. The University hopes to hold a public hearing in June, 2018 regarding this application.
  - West Annex/Christopher Center Link - The University wishes to construct an enclosed walkway linking the West Annex Building and the Christopher Center. A pre-filing conference with the Development Review Board and a technical review meeting will be held on May 3, 2018. The University hopes to hold a public hearing in June, 2018 regarding this application.
- Lake and Lathrop - The developer held a pre-filing conference with the Development Review Board on November 16, 2017. They also held a meeting with residents within 500 feet of the subject property regarding the pending planned development on January 23, 2018. A complete application has been received and a technical review meeting was held with Village Staff and consultants on Friday, April 27, 2018. The next step will be to schedule a public hearing, which the developer hopes to hold in June, 2018.
- Assisted Living Facility (Chicago and Harlem Avenues) - The developer introduced the project to the Village Board on November 27, 2017. They appeared before the Development Review Board for a pre-filing conference on April 19, 2018 and held a neighbor on April 26, 2018. The next step in the process is for the developer to submit a complete planned development application.
- Cigar Oasis (400 Ashland Avenue) - The owner of Cigar Oasis wishes to relocate his business from his current location on Lake Street to an existing building located at 400 Ashland Avenue. He appeared before the Development Review Board for a pre-filing conference on April 19, 2018 and held a neighbor meeting on April 26, 2018. The next step in the process is for the applicant to submit a complete planned development application.

**Permit and Real Estate Transfer Activity Measures**

**Permits**

Month	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
May	101	113	124	178	128
June	99	104	144	179	153
July	76	112	150	140	194

August	105	84	144	145	123
September	83	111	180	130	152
October	82	120	149	140	119
November	62	55	72	98	79
December	39	43	79	55	71
January	23	24	66	107	69
February	27	22	67	87	58
March	47	41	109	120	93
April	93	78	97	148	136
<b>Two Month Comparison</b>	<b>140</b>	<b>119</b>	<b>206</b>	<b>268</b>	<b>229</b>
<b>Fiscal Year Total</b>	<b>837</b>	<b>907</b>	<b>1,381</b>	<b>1,527</b>	<b>1,375</b>

### Real Estate Transfers

	April 2018	April 2017	FY 2018 Total	FY 2017 Total
<b>Transfers</b>	19	29	232	256

### Residential Property Demolition

	April 2018	FYTD 2018 Total	FY 2017 Total	FY 2016 Total
<b>Residential Demolitions</b>	0	4	7	3

Demolition permit(s) were issued for the following single family home(s):

Address

747 William

Architectural Survey Notes

The six-month demolition delay has concluded and the applicant is eligible to proceed with demolition of the home. As of this writing, however, the permit has not been issued.



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

**MEMORANDUM**

Date: May 10, 2018  
 To: Eric Palm, Village Administrator  
 From: Lisa Scheiner, Assistant Village Administrator  
 Subj: Village-Wide Performance Measurement Report – April 2018

<b>Building Department Performance Measures</b>	<b>FY 2017 Actual</b>	<b>FY 2018 Goal</b>	<b>April Actual</b>	<b>FY 2018 YTD</b>
Plan reviews of large projects completed in 21 days or less	62% (93 of 151)	95%	90% (9 of 10)	73% (99 of 135)
Average length of review time for plan reviews of large projects	N/A	>21	16.3 days	17.2 days (Monthly Avg)
Re-reviews of large projects completed in 14 days or less	72% (128 of 177)	95%	100% (12 of 12)	85% (158 of 185)
Average length of review time for plan re-reviews of large projects	N/A	>14	10.5 days	9.0 days (Monthly Avg)
Plan reviews of small projects completed in 7 days or less	100% (181 of 181)	95%	100% (19 of 19)	100% (202 of 202)
Express permits issued at time of application	100% (216 of 217)	100%	100% (19 of 19)	100% (228 of 228)
Inspections completed within 24 hours of request	100% (1796 of 1796)	100%	100% (173 of 173)	100% (2107 of 2107)
Contractual inspections passed	89% (1592 of 1796)	80%	91% (158 of 173)	88% (1844 of 2107)
Inspect vacant properties once per month	100% (395 of 395)	100%	100% (18 of 18)	100% (301 of 301)
Code violation warnings issued	N/A	N/A	0	180
Code violation citations issued	N/A	N/A	0	73
Conduct building permit survey quarterly	4	1 per quarter	0	4
Make contact with existing business owners	60	5/month 60/year	5	60

<b>Fire Department Performance Measures</b>	<b>FY 2017 Actual</b>	<b>FY 2018 Goal</b>	<b>April Actual</b>	<b>FY 2018 YTD</b>
Average fire/EMS response time for priority calls for service (Includes call processing time)	4:04 minutes	5 Min	4:11 minutes	4:00 minutes
Customer complaints and/or public safety professional complaints	0%	<1%	0%	0%
All commercial, multi-family and educational properties inspected annually	319	335 inspections	25	784
Injuries on duty resulting in lost time	0	<3	1	5
Plan reviews completed 10 working days after third party review	5.39 days on average	<10	6.5 days on average	4.94 days on average
Complete 270 hours of training for each shift personnel	8237.	4824	281.3	7356.3
Inspect and flush fire hydrants semi-annually	1716	892 annually	0	1530

<b>Police Department Performance Measures</b>	<b>FY 2017 Actual</b>	<b>FY 2018 Goal</b>	<b>April Actual</b>	<b>FY 2018 YTD</b>
Average police response time for priority calls for service (Does not include call processing time)	3:57 minutes	4:00	3:54 minutes	3:49 minutes
Injuries on duty resulting in lost time	1	0 Days Lost	0	0
Reduce claims filed for property & vehicle damage caused by the Police Department by 25%	3	<3	1	1
Maintain positive relationship with the bargaining unit and reduce the number of grievances	1	0%	0	0
Reduce overtime and improve morale by decreasing sick leave usage	128.5 days	10% reduction	5 days	159 days
Track accidents at Harlem and North to determine impact of red light cameras	22 accidents	10% reduction	1 accidents	18 accidents
Decrease reported thefts (214 in 2012)	199	5% reduction	15	195
Formal Citizen Complaints	0	0	0	0
Use of Force Incidents	5	0	0	7
Send monthly crime alerts to inform residents of crime patterns and prevention tips	10	1 email/month; 12 emails/year	8	56

<b>Public Works Performance Measures</b>	<b>FY 2017 Actual</b>	<b>FY 2018 Goal</b>	<b>April Actual</b>	<b>FY 2018 YTD</b>
Complete tree trimming/pruning service requests within 7 working days	95% (154 of 162)	95%	100% (4 of 4)	97% (151 of 156)
Complete service requests for unclogging blocked catch basins within 5 working days	100% (14 of 14)	95%	100% (1 of 1)	100% (6 of 6)
Percent of hydrants out of service more than 10 working days	0.00% (0 of 4840)	<1%	0.00% (0 of 440)	0.00% (0 of 4840)
Replace burned out traffic signal bulb within 8 hours of notification	100% (4 of 4)	99%	N/A	100% (1 of 1)
Complete service requests for patching potholes within 5 working days	100% (12 of 12)	95%	100% (4 of 4)	100% (15 of 15)
Repair street lights in-house, or schedule contractual repairs, within five working days of notification	98% (55 of 56)	95%	100% (3 of 3)	100% (45 of 45)
Safety: Not more than two employee injuries annually resulting in days off from work	2	≤2	0	0
Safety: Not more than one vehicle accident annually that was the responsibility of the Village	0	≤1	0	0
Televise 2,640 lineal feet of combined sewer each month from April – September	191% (35231 of 18480)	2,640/ month (15,840/ year)	0% (0 of 2640)	244% (38685 of 15840)
Exercise 25 water system valves per month	75% (205 of 275)	25/month (300/year)	12% (3 of 25)	68% (188 of 275)
Complete first review of grading plans within 10 working days	100% (87 of 87)	95%	100% (13 of 13)	100% (108 of 108)

N/A: Not applicable, not available, or no service requests were made



**MEMORANDUM**

Date: May 14, 2018

To: Catherine Adduci, Village President  
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Village Administrator's Report

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

Wednesday, May 16	7:00 pm	Traffic & Safety Commission Meeting
Thursday, May 24	7:00 pm	Historic Preservation Commission
Tuesday, May 29	7:00 pm	Village Board of Trustees Meeting

***\*\*Village Hall Administrative Offices will be closed on Monday, May 28<sup>th</sup> in observation of Memorial Day\*\****

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:

<b>Vendor</b>	<b>Amount</b>	<b>Description</b>
Benestar/Hartford	\$10,500	Retiree Insurance Premiums May 2018
Chicago Title Insurance	\$10,000	Earnest Money for 10 Lathrop
ClientFirst Consulting Group	\$17,289	IT Support
Concordia University	\$10,165	Refund Escrow Deposit, Comp Plan Meeting
Klein, Thorpe and Jenkins, Ltd	\$14,971	Legal Services
Lion Group, Inc.	\$11,371	V-Force Turnout Coats & Pants
MOE Funds	\$15,389	PW Employee Health Insurance June 2018

No New Business Licenses Issued.

Thank you.



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

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## MEMORANDUM

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Date: May 10, 2018

To: Catherine Adduci, Village President  
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Proposed North Avenue TIF – Set Dates for Joint Review Board Meeting and Public Hearing

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**Issue:** In order to set the dates for the proposed North Avenue TIF District Joint Review Board meeting and Public Hearing, the corporate authorities need to adopt an ordinance reflecting those dates. This action was identified in the previous timelines/action items set by the Village Board. The dates are as follow:

- Joint Review Board Meeting - Thursday, May 31, 2018 at 6:00 PM
- Public Hearing – Monday, July 9, 2018 at 7:00 PM

Both meetings will take place at Village Hall. An Ordinance setting these dates is attached for your consideration. Staff has also updated the timeline of events and has attached as well.

**Recommendation:** Consider an Ordinance calling for a public hearing and a joint review board meeting to consider the designation of a redevelopment project area and the approval of a redevelopment plan and project for the Village of River Forest (North Avenue Tax Increment Financing District).

Thank you.

Attachments  
Ordinance

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE CALLING FOR  
A PUBLIC HEARING AND A JOINT REVIEW BOARD MEETING  
TO CONSIDER THE DESIGNATION OF A REDEVELOPMENT PROJECT AREA  
AND THE APPROVAL OF A REDEVELOPMENT PLAN  
AND PROJECT FOR THE VILLAGE OF RIVER FOREST  
(NORTH AVENUE TAX INCREMENT FINANCING DISTRICT)**

**WHEREAS**, the Village of River Forest (“Village”) is considering the designation of a redevelopment project area and the approval of a redevelopment plan and project within the corporate limits of the Village, to be called the North Avenue Tax Increment Financing District (“North Avenue TIF District”), pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* (“TIF Act”); and

**WHEREAS**, on January 26, 2015, the President and Board of Trustees of the Village adopted Ordinance 3540, authorizing a study of the feasibility of establishing tax increment allocation financing to improve deteriorating physical conditions and stimulate new economic development within the general area of North Avenue in the Village, and, pursuant to Section 11-74.4-4.1 of the TIF Act, the Village forwarded a copy thereof to each taxing district that would be affected by the designation of the redevelopment project area for the proposed North Avenue TIF District; and

**WHEREAS**, on April 13, 2015, the President and Board of Trustees of the Village adopted Ordinance 3553, amending the “Proposed Redevelopment Project Area,” as defined in Ordinance 3540 and set forth in EXHIBIT A thereto, to include certain additional properties in the feasibility study authorized in Ordinance 3540, as set forth in Exhibit A to Ordinance 3553, and, pursuant to Section 11-74.4-4.1 of the TIF Act, the Village forwarded a copy thereof to each taxing district that would be affected by the



designation of the redevelopment project area for the proposed North Avenue TIF District; and

**WHEREAS**, on June 12, 2017, the Village Board of the Village adopted Ordinance No. 3653, entitled “An Ordinance Amending Ordinances 3540 And 3553 Authorizing A Study Of The Feasibility Of Establishing Tax Increment Allocation Financing To Improve Deteriorating Physical Conditions And Stimulate New Economic Development Within The General Area Of North Avenue In The Village Of River Forest (North Avenue TIF District),” and, pursuant to Section 11-74.4-4.1 of the TIF Act, the Village forwarded a copy thereof to each taxing district that would be affected by the designation of the redevelopment project area for the proposed North Avenue TIF District; and

**WHEREAS**, on March 21, 2018, the Village published the Tax Increment Financing (TIF) Interested Parties Registry Notice, as required by Section 11-74.4-5(a) of the TIF Act, in the *Wednesday Journal*; and

**WHEREAS**, on April 9, 2018, the Village announced the availability of the redevelopment plan and project for the proposed North Avenue TIF District (“TIF Plan”), with said TIF Plan containing an eligibility report for the proposed North Avenue TIF District (“Eligibility Report”) addressing the tax increment financing eligibility of the area proposed for the redevelopment project area (“Redevelopment Project Area”), and with said TIF Plan containing a housing impact study for the proposed North Avenue TIF District (“Housing Impact Study”); and

**WHEREAS**, pursuant to proper notice given on April 6, 2018, the Village held the public meeting, as required by Section 11-74.4-6(e) of the TIF Act, in regard to the

Eligibility Report, the Housing Impact Study, the TIF Plan and the Redevelopment Project Area, on April 24, 2018; and

**WHEREAS**, pursuant to the provisions of Section 11-74.4-5(c) of the TIF Act, prior to the adoption of the ordinance designating the Redevelopment Project Area and approving the TIF Plan for the proposed North Avenue TIF District, the Village must fix a time and place for a public hearing; and

**WHEREAS**, pursuant to the provisions of Section 5/11-74.4-5(b) of the TIF Act, prior to the adoption of the ordinance designating the Redevelopment Project Area and approving the TIF Plan for the proposed North Avenue TIF District, the Village must convene a meeting of the Joint Review Board (“JRB”) to consider the proposal; and

**WHEREAS**, it is the desire of the Village Board of the Village to conduct such public hearing and to convene said meeting of the JRB;

**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, pursuant to the provisions of the TIF Act, the Village Board hereby designates the date of Monday July 9, 2018, at the hour of 7:00 p.m. at the River Forest Village Hall, First Floor Community Room, 400 Park Avenue, River Forest, Illinois 60305, for the purpose of conducting a public hearing to hear from any interested persons, taxpayers or affected taxing districts regarding the Redevelopment Project Area and the TIF Plan for the proposed North Avenue TIF District; said Redevelopment Project Area being legally described on EXHIBIT A attached hereto and made part hereof.

**SECTION 2:** That copies of the Eligibility Report, the Housing Impact Study and the TIF Plan for the proposed North Avenue TIF District have been on file in the office of the Village Clerk, and have been available for public inspection during regular Village business hours, since April 9, 2018.

**SECTION 3:** That at the public hearing, any interested person, taxpayer or affected taxing district may file with the Village Clerk written comments and/or objections to, and may be heard orally with respect to, any issues embodied in the notice of public hearing attached hereto.

**SECTION 4:** That the JRB for the proposed North Avenue TIF District shall meet on Thursday May 31, 2018 at 6:00 p.m. at the River Forest Village Hall, First Floor Community Room, 400 Park Avenue, River Forest, Illinois 60305. The JRB shall review the public record, planning documents, Eligibility Report, Housing Impact Study, Redevelopment Project Area and the TIF Plan for the proposed North Avenue TIF District. The JRB shall make an advisory recommendation to the Village within thirty (30) days after the convening of the JRB. A written report shall be issued by the JRB. The failure of the JRB to submit its report on a timely basis shall not be cause to delay the public hearing or any other step in the process of designating the Redevelopment Project Area and approving the TIF Plan for the proposed North Avenue TIF District. In the event the JRB does not file a report, it shall be presumed that the JRB has approved the matters before it. Pursuant to the provisions of Section 11-74.4-5(b) of the TIF Act, the JRB shall consist of one (1) public member and one (1) representative from each of the following taxing districts: Triton Community College District 504, River Forest Public Schools District 90, Oak Park and River Forest Consolidated High School District 200,

the River Forest Park District, the County of Cook, River Forest Township, and the Village of River Forest.

**SECTION 5:** That the Village of River Forest's representative on the JRB is hereby confirmed as the Village Administrator, Eric Palm, or his designee.

**SECTION 6:** That a notice setting forth the availability of the Eligibility Report, the Housing Impact Study and the TIF Plan for the proposed North Avenue TIF District, and how to obtain a copy thereof, shall be sent by mail to all residential addresses within seven hundred fifty (750) feet of the boundaries of the proposed North Avenue TIF District and to all persons who have registered on the Village's TIF Interested Parties Registry, within a reasonable time after the adoption of this Ordinance, as required by Section 11-74.4-5(a) of the TIF Act, with said notice being substantially in the form attached hereto as **EXHIBIT B** and made part hereof.

**SECTION 7:** That a notice of the public hearing and the JRB meeting shall be sent by certified mail, return receipt requested, and a notice of the public hearing shall be given by publication, certified mail, return receipt requested, and by first class U.S. Mail, all as required by Sections 11-74.4-5(b) and 11-74.4-6(a), (b) and (c) of the TIF Act, with said notices being substantially in the form attached hereto as **EXHIBIT C** and made part hereof.

**SECTION 8:** That this Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 14th day of May, 2018, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** by me this 14th day of May, 2018.

\_\_\_\_\_  
Catherine Adduci, Village President

(SEAL)

**ATTEST:**

\_\_\_\_\_  
Kathleen Brand-White, Village Clerk

**EXHIBIT A**

**REDEVELOPMENT PROJECT AREA LEGAL DESCRIPTION  
VILLAGE OF RIVER FOREST  
NORTH AVENUE TAX INCREMENT FINANCING DISTRICT**

(attached)

THAT PART OF THE NORTH HALF OF SECTION 1 IN TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 1 TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 20 FEET 11 INCHES OF LOT 30 IN BLOCK 1 IN ROSSELL'S BONNIE BRAE ADDITION TO RIVER FOREST, BEING A SUBDIVISION IN SAID NORTH HALF OF SECTION 1, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1926 AS DOCUMENT NO. 9301663; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION AND SOUTH LINE OF THE NORTH 20 FEET 11 INCHES OF LOT 30 TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE NORTH-SOUTH ALLEY IN SAID BLOCK 1; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 15 FEET OF LOT 18 IN BLOCK 1 OF SAID ROSSELL'S BONNIE BRAE ADDITION TO RIVER FOREST; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION AND SOUTH LINE OF THE NORTH 15 FEET OF LOT 18 AND ALONG THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY LINE BONNIE BRAE PLACE; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO THE SOUTHEAST CORNER OF LOT 30 IN BLOCK 2 OF SAID ROSSELL'S BONNIE BRAE ADDITION TO RIVER FOREST; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 30 TO THE SOUTHWEST CORNER THEREOF, SAID SOUTHWEST CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 17 IN SAID BLOCK 2; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 17 TO THE SOUTHWEST CORNER THEREOF, THENCE WEST ALONG A LINE TO THE SOUTHEAST CORNER OF LOT 30 IN BLOCK 3 OF SAID ROSSELL'S BONNIE BRAE ADDITION TO RIVER FOREST; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 30 TO THE SOUTHWEST CORNER THEREOF, SAID SOUTHWEST CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 17 IN SAID BLOCK 3; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 17 TO THE SOUTHWEST CORNER THEREOF; THENCE WESTERLY ALONG A LINE TO THE SOUTHEAST CORNER OF LOT 6 IN BLOCK 1 OF O.C. BRAESE'S SUBDIVISION, BEING A SUBDIVISION IN SAID NORTH HALF OF SECTION 1, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 1923 AS DOCUMENT NO. 7788819; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 6 TO THE SOUTHWEST CORNER THEREOF, SAID SOUTHWEST CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 6 IN SAID BLOCK 2 OF SAID O.C. BRAESE'S SUBDIVISION ; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 6 TO THE SOUTHWEST CORNER THEREOF; THENCE WESTERLY ALONG A LINE TO THE SOUTHEAST CORNER OF LOT 6 IN BLOCK 3 OF SAID O.C. BRAESE'S SUBDIVISION; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 6 TO THE SOUTHWEST CORNER THEREOF, SAID SOUTHWEST CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 6 IN BLOCK 1 IN WILLIAM H. BECKMAN'S SUBDIVISION, BEING

A SUBDIVISION IN SAID NORTH HALF OF SECTION 1, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 1923 AS DOCUMENT NO. 7790766; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 6 TO THE SOUTHWEST CORNER THEREOF, SAID SOUTHWEST CORNER BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF JACKSON AVENUE; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF LEMOYNE STREET; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF LATHROP AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 2.67 FEET OF LOT 56 IN EDWIN E. WOOD'S SUBDIVISION, BEING A SUBDIVISION IN SAID NORTH HALF OF SECTION 1 ACCORDING TO THE PLAT THEREOF RECORDED AS TORRENS DOCUMENT NO. 202871; THENCE WESTERLY ALONG SAID NORTH LINE TO A POINT ON THE EAST LINE OF LOT 51 IN SAID EDWIN E. WOOD'S SUBDIVISION; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID LOT 51; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 51 TO THE SOUTHWEST CORNER THEREOF; THENCE WESTERLY ALONG A LINE TO THE SOUTHEAST CORNER OF LOT 43 IN SAID EDWIN E. WOOD'S SUBDIVISION; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 43 TO THE SOUTHWEST CORNER THEREOF, SAID SOUTHWEST CORNER ALSO BEING THE NORTHEAST CORNER OF LOT 33 IN SAID EDWIN E. WOOD'S SUBDIVISION; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 33 TO A POINT ON THE SOUTH LINE OF THE NORTH 19 FEET OF SAID LOT 33; THENCE WESTERLY ALONG SAID SOUTH LINE AND WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF FRANKLIN AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO THE SOUTHEAST CORNER OF LOT 27 IN SAID EDWIN E. WOOD'S SUBDIVISION; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 27 TO A POINT ON THE EAST LINE OF LOT 135 IN SAID EDWIN E. WOOD'S SUBDIVISION; THENCE NORTHERLY ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID LOT 135; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 135 TO THE NORTHWEST CORNER THEREOF; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 135 TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 2 IN THE RESUBDIVISION OF THAT PART OF LOT 2 IN OWNER'S SUBDIVISION LYING EAST OF THATCHER ROAD, BEING A RESUBDIVISION IN SAID NORTH HALF OF SECTION 1, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 20, 1923 AS DOCUMENT NO. 8070779; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION AND SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 2, SAID SOUTHWEST CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 7 IN SAID RESUBDIVISION OF THAT PART OF LOT 2 IN OWNER'S SUBDIVISION LYING EAST OF THATCHER ROAD; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 7 TO THE SOUTHWEST CORNER THEREOF; THENCE WESTERLY ALONG A LINE TO THE SOUTHEAST CORNER OF LOT 10 IN SAID RESUBDIVISION OF THAT PART OF LOT 2 IN OWNER'S SUBDIVISION LYING EAST OF THATCHER ROAD; THENCE WESTERLY ALONG



THE SOUTH LINE OF SAID LOT 10 TO THE SOUTHWEST CORNER THEREOF, SAID SOUTHWEST CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 14 IN SAID RESUBDIVISION OF THAT PART OF LOT 2 IN OWNER'S SUBDIVISION LYING EAST OF THATCHER ROAD; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 14 AND WESTERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THATCHER AVENUE; THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND NORTHERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID SECTION 1; THENCE EASTERLY ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

**EXHIBIT B**

**NOTICE OF THE AVAILABILITY OF  
THE ELIGIBILITY REPORT, THE HOUSING IMPACT STUDY,  
AND REDEVELOPMENT PLAN AND PROJECT RELATIVE TO  
THE PROPOSED RIVER FOREST NORTH AVENUE  
TAX INCREMENT FINANCING DISTRICT**

Notice is hereby given to you, in that you reside at a residential address within seven hundred fifty (750) feet of the boundaries of the Village of River Forest's proposed North Avenue Tax Increment Financing District, or have registered your name on the Village of River Forest's Tax Increment Financing Interested Parties Registry, that the Eligibility Report, the Housing Impact Study, and the Redevelopment Plan and Project for the Village of River Forest's proposed North Avenue Tax Increment Financing District are available for your review. Copies of said Eligibility Report, Housing Impact Study, and Redevelopment Plan and Project may be obtained from Eric Palm, Village Administrator for the Village of River Forest, 400 Park Avenue, River Forest, Illinois 60305, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, except holidays.

VILLAGE OF RIVER FOREST

Kathleen Brand-White  
Village Clerk

## EXHIBIT C

### **NOTICE OF PUBLIC HEARING AND JOINT REVIEW BOARD MEETING TO CONSIDER THE DESIGNATION OF THE REDEVELOPMENT PROJECT AREA FOR THE PROPOSED RIVER FOREST NORTH AVENUE TAX INCREMENT FINANCING DISTRICT AND THE APPROVAL OF A REDEVELOPMENT PLAN AND PROJECT IN RELATION THERETO**

Notice is hereby given that a public hearing will be held on Monday July 9, 2018, at 7:00 p.m. at the River Forest Village Hall, First Floor Community Room, 400 Park Avenue, River Forest, Illinois 60305 (“Public Hearing”), in regard to the proposed designation of a redevelopment project area (“Redevelopment Project Area”), and the proposed approval of a redevelopment plan and project (“Redevelopment Plan and Project”) in relation thereto, for the proposed River Forest North Avenue Tax Increment Financing District (“North Avenue TIF District”), pursuant to the provisions of the “Tax Increment Allocation Redevelopment Act,” 65 ILCS 5/11-74.4-1, *et seq.*, as amended (“TIF Act”).

The boundaries of the Redevelopment Project Area for the proposed North Avenue TIF District are more fully set forth on the legal description attached hereto as Exhibit “1” and made part hereof and the street location map attached hereto as Exhibit “2” and made part hereof.

The proposed Redevelopment Plan and Project provides for land acquisition and assembly, improvements to the public infrastructure within the proposed Redevelopment Project Area and for the Village of River Forest (“Village”) to implement a set of actions to promote redevelopment within the proposed Redevelopment Project Area. The contemplated Village actions include, but are not limited to: acquisition of property and property interests; site preparation and clearance; demolition; provision of public infrastructure and related public improvements and rehabilitation of structures; interest rate write-downs; job training; the encouragement of redevelopment agreements; redeveloping buildings; assisting in the clean-up of any hazardous waste, hazardous substances or underground storage tanks as required by State or Federal law where these are a material impediment to redevelopment; addressing any flooding problems; and improving opportunities for further development and redevelopment within the North Avenue TIF District. The Village would realize the goals and objectives of the Redevelopment Plan and Project through public finance techniques including, but not limited to, tax increment allocation financing.

Copies of the Eligibility Report, the Housing Impact Study, and the Redevelopment Plan and Project have been on file with the Village since April 9, 2018, and are currently on file and available for public inspection between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, except holidays, at the office of Eric Palm, Village Administrator for the Village of River Forest, at 400 Park Avenue, River Forest, Illinois 60305. Copies of the Eligibility Report, the Housing Impact Study, and the Redevelopment Plan and Project are enclosed with the copies of this Notice that are

being mailed to the affected taxing districts and the Illinois Department of Commerce and Economic Opportunity. Eric Palm, Village Administrator for the Village of River Forest may be contacted for further information, at the address above or by telephone at (708) 366-8500.

Pursuant to the TIF Act, the Joint Review Board for the proposed North Avenue TIF District ("JRB") is being convened to review the public record, planning documents, Eligibility Report, Housing Impact Study, and the proposed ordinances approving the Redevelopment Project Area and the Redevelopment Plan and Project for the proposed North Avenue TIF District. Pursuant to the TIF Act, the JRB shall consist of one (1) public member and one (1) representative from each of the following taxing districts: Triton Community College District 504, River Forest Public Schools District 90, Oak Park and River Forest Consolidated High School District 200, the River Forest Park District, the County of Cook, River Forest Township, and the Village of River Forest.

Pursuant to the TIF Act, the meeting of the JRB will be held on Thursday May 31, 2018 at 6:00 p.m. at the River Forest Village Hall, First Floor Community Room, 400 Park Avenue, River Forest, Illinois. Those taxing districts with representatives on the JRB are hereby notified of said JRB meeting. The JRB's recommendation relative to the Redevelopment Project Area and Redevelopment Plan and Project for the proposed North Avenue TIF District shall be advisory and non-binding, and shall be adopted by a majority vote of those members of the JRB that are present and voting, and submitted to the Village within thirty (30) days after the first convening of the JRB. Failure of the JRB to submit its report on a timely basis shall not delay the Public Hearing, nor shall it delay any other step in the process of designating the Redevelopment Project Area or approving the Redevelopment Plan and Project for the proposed North Avenue TIF District.

Prior to and at the July 9, 2018 Public Hearing, all interested persons, affected taxing districts and the Illinois Department of Commerce and Economic Opportunity may file with the Village Clerk written comments to and may be heard orally with respect to any issues regarding the proposed Redevelopment Project Area and Redevelopment Plan and Project for the proposed North Avenue TIF District. Written comments are invited and can be sent in advance of the Public Hearing to the River Forest Village Clerk, 400 Park Avenue, River Forest, Illinois 60305. The Public Hearing may be adjourned by the Village Board without further notice other than a motion to be entered upon the minutes of the Public Hearing, fixing the time and place of the subsequent Public Hearing.

Mailed and Published by order of the  
Corporate Authorities of the Village of River Forest,  
Cook County, Illinois  
Kathleen Brand-White, Village Clerk

**Exhibit "1"**

**COMMON BOUNDARIES, PROPERTY INDEX NUMBERS ("PINS"),  
AND LEGAL DESCRIPTION FOR THE RIVER FOREST NORTH AVENUE TAX  
INCREMENT FINANCING DISTRICT**

Common Boundaries: the area generally bounded by the south side of North Avenue in the Village of River Forest, from Harlem Avenue on the east to Thatcher Avenue on the west, and including, in most instances, properties south of those adjacent to North Avenue.

(see attached for list of PINs and Legal Description)

## LIST OF PROPERTY INDEX NUMBERS (“PINS”)

15-01-102-001-0000	15-01-103-006-0000	15-01-103-082-1002	15-01-104-057-1001
15-01-102-002-0000	15-01-103-026-0000	15-01-103-082-1003	15-01-104-057-1002
15-01-102-006-0000	15-01-103-027-0000	15-01-103-082-1004	15-01-104-057-1003
15-01-102-029-0000	15-01-103-056-0000	15-01-103-082-1005	15-01-104-057-1004
15-01-102-069-0000	15-01-103-068-0000	15-01-103-082-1006	15-01-104-057-1005
15-01-102-070-0000	15-01-103-069-0000	15-01-103-082-1007	15-01-104-057-1006
15-01-102-077-0000	15-01-103-070-0000	15-01-103-082-1008	15-01-104-057-1007
15-01-102-078-0000	15-01-103-071-0000	15-01-103-082-1009	15-01-104-057-1008
15-01-102-079-0000	15-01-103-072-0000	15-01-103-082-1010	15-01-104-057-1009
15-01-102-080-0000	15-01-103-073-0000	15-01-103-082-1011	15-01-104-057-1010
15-01-102-081-0000	15-01-103-074-0000	15-01-103-082-1012	15-01-104-057-1011
15-01-102-082-0000	15-01-103-075-0000	15-01-104-025-0000	15-01-104-057-1012
15-01-102-085-0000	15-01-103-077-0000	15-01-104-028-0000	15-01-104-057-1013
15-01-102-086-0000	15-01-103-080-1001	15-01-104-029-0000	15-01-104-057-1014
15-01-102-087-0000	15-01-103-080-1002	15-01-104-061-0000	15-01-104-057-1015
15-01-102-088-0000	15-01-103-080-1003	15-01-104-032-0000	15-01-104-057-1016
15-01-102-089-0000	15-01-103-080-1004	15-01-104-033-0000	15-01-104-057-1017
15-01-102-090-0000	15-01-103-080-1005	15-01-104-034-0000	15-01-104-057-1018
15-01-102-091-0000	15-01-103-080-1006	15-01-104-035-0000	15-01-104-057-1019
15-01-102-092-0000	15-01-103-080-1007	15-01-104-036-0000	15-01-104-057-1020
15-01-102-093-0000	15-01-103-080-1008	15-01-104-037-0000	15-01-104-058-0000
15-01-102-094-0000	15-01-103-080-1009	15-01-104-038-0000	15-01-104-059-0000
15-01-102-095-0000	15-01-103-080-1010	15-01-104-039-0000	15-01-105-025-0000
15-01-102-096-0000	15-01-103-080-1011	15-01-104-040-0000	15-01-105-026-0000
15-01-102-097-0000	15-01-103-080-1012	15-01-104-041-0000	15-01-105-027-0000
15-01-102-098-0000	15-01-103-080-1013	15-01-104-042-0000	15-01-105-028-0000
15-01-102-099-0000	15-01-103-080-1014	15-01-104-043-0000	15-01-105-035-0000
15-01-102-100-0000	15-01-103-080-1015	15-01-104-044-0000	15-01-105-037-0000
15-01-102-101-0000	15-01-103-080-1016	15-01-104-045-0000	15-01-105-038-0000
15-01-102-102-0000	15-01-103-080-1017	15-01-104-046-0000	15-01-105-040-0000
15-01-102-103-0000	15-01-103-080-1018	15-01-104-047-0000	15-01-105-041-0000
15-01-102-104-0000	15-01-103-080-1019	15-01-104-048-0000	15-01-105-042-0000
15-01-102-107-0000	15-01-103-080-1020	15-01-104-049-0000	15-01-105-043-0000
15-01-102-108-0000	15-01-103-080-1021	15-01-104-050-0000	15-01-105-044-0000
15-01-102-109-0000	15-01-103-080-1022	15-01-104-051-0000	15-01-105-045-0000
15-01-102-110-0000	15-01-103-080-1023	15-01-104-052-0000	15-01-105-047-1001
15-01-102-111-0000	15-01-103-081-1001	15-01-104-053-0000	15-01-105-047-1002
15-01-102-112-0000	15-01-103-081-1002	15-01-104-054-0000	15-01-105-047-1003
15-01-102-113-0000	15-01-103-081-1003	15-01-104-055-0000	15-01-105-047-1004
15-01-102-114-0000	15-01-103-082-1001	15-01-104-056-0000	15-01-105-047-1005

15-01-105-047-1006	15-01-202-028-1007	15-01-202-030-1013	15-01-203-039-1009
15-01-105-048-1001	15-01-202-028-1008	15-01-202-030-1014	15-01-203-039-1010
15-01-105-048-1002	15-01-202-028-1009	15-01-202-030-1015	15-01-203-039-1011
15-01-105-048-1003	15-01-202-028-1010	15-01-202-030-1016	15-01-203-039-1012
15-01-105-048-1004	15-01-202-028-1011	15-01-202-030-1017	15-01-203-039-1013
15-01-105-048-1005	15-01-202-028-1012	15-01-202-030-1018	15-01-203-039-1014
15-01-105-048-1006	15-01-202-028-1013	15-01-202-030-1019	15-01-203-039-1015
15-01-105-048-1007	15-01-202-028-1014	15-01-202-030-1020	15-01-203-039-1016
15-01-105-048-1008	15-01-202-028-1015	15-01-202-030-1021	15-01-203-039-1017
15-01-105-048-1009	15-01-202-028-1016	15-01-202-030-1022	15-01-203-039-1018
15-01-105-048-1010	15-01-202-028-1017	15-01-202-030-1023	15-01-203-039-1019
15-01-105-048-1011	15-01-202-028-1018	15-01-202-030-1024	15-01-203-039-1020
15-01-105-048-1012	15-01-202-028-1019	15-01-202-030-1025	15-01-203-039-1021
15-01-106-009-0000	15-01-202-028-1020	15-01-202-030-1026	15-01-203-039-1022
15-01-106-010-0000	15-01-202-028-1021	15-01-202-030-1027	15-01-203-039-1023
15-01-106-023-0000	15-01-202-028-1022	15-01-203-003-0000	15-01-203-039-1024
15-01-106-028-0000	15-01-202-028-1023	15-01-203-004-0000	15-01-203-039-1025
15-01-106-035-0000	15-01-202-028-1024	15-01-203-005-0000	15-01-203-039-1026
15-01-106-036-0000	15-01-202-028-1025	15-01-203-006-0000	15-01-203-039-1027
15-01-106-037-0000	15-01-202-028-1026	15-01-203-007-0000	15-01-203-039-1028
15-01-106-038-0000	15-01-202-028-1027	15-01-203-008-0000	15-01-203-039-1029
15-01-106-039-0000	15-01-202-028-1028	15-01-203-009-0000	15-01-203-039-1030
15-01-106-040-0000	15-01-202-028-1029	15-01-203-010-0000	15-01-203-039-1031
15-01-106-041-0000	15-01-202-028-1030	15-01-203-011-0000	15-01-203-039-1032
15-01-106-042-0000	15-01-202-028-1031	15-01-203-012-0000	15-01-204-001-0000
15-01-200-023-0000	15-01-202-028-1032	15-01-203-013-0000	15-01-204-002-0000
15-01-200-024-0000	15-01-202-028-1033	15-01-203-014-0000	15-01-204-003-0000
15-01-201-018-0000	15-01-202-028-1034	15-01-203-017-0000	15-01-204-015-0000
15-01-201-025-0000	15-01-202-028-1035	15-01-203-024-0000	15-01-204-016-0000
15-01-201-026-0000	15-01-202-030-1001	15-01-203-025-0000	15-01-204-017-0000
15-01-201-028-0000	15-01-202-030-1002	15-01-203-026-0000	15-01-204-024-0000
15-01-202-009-0000	15-01-202-030-1003	15-01-203-035-0000	15-01-204-026-0000
15-01-202-017-0000	15-01-202-030-1004	15-01-203-036-0000	15-01-204-036-0000
15-01-202-018-0000	15-01-202-030-1005	15-01-203-039-1001	15-01-204-038-0000
15-01-202-025-0000	15-01-202-030-1006	15-01-203-039-1002	15-01-204-039-0000
15-01-202-028-1001	15-01-202-030-1007	15-01-203-039-1003	15-01-204-040-0000
15-01-202-028-1002	15-01-202-030-1008	15-01-203-039-1004	15-01-204-043-1001
15-01-202-028-1003	15-01-202-030-1009	15-01-203-039-1005	15-01-204-043-1002
15-01-202-028-1004	15-01-202-030-1010	15-01-203-039-1006	15-01-204-043-1003
15-01-202-028-1005	15-01-202-030-1011	15-01-203-039-1007	15-01-204-043-1004
15-01-202-028-1006	15-01-202-030-1012	15-01-203-039-1008	15-01-204-044-0000

15-01-205-054-0000	15-01-205-065-1002	15-01-205-065-1014	15-01-205-066-1001
15-01-205-055-0000	15-01-205-065-1003	15-01-205-065-1015	15-01-205-066-1002
15-01-205-056-0000	15-01-205-065-1004	15-01-205-065-1016	15-01-205-066-1003
15-01-205-057-0000	15-01-205-065-1005	15-01-205-065-1017	15-01-205-066-1004
15-01-205-060-1001	15-01-205-065-1006	15-01-205-065-1018	15-01-205-066-1005
15-01-205-060-1002	15-01-205-065-1007	15-01-205-065-1019	15-01-205-066-1006
15-01-205-060-1003	15-01-205-065-1008	15-01-205-065-1020	15-01-205-066-1007
15-01-205-060-1004	15-01-205-065-1009	15-01-205-065-1021	15-01-205-066-1008
15-01-205-060-1005	15-01-205-065-1010	15-01-205-065-1022	15-01-205-066-1009
15-01-205-060-1006	15-01-205-065-1011	15-01-205-065-1023	15-01-205-066-1010
15-01-205-063-0000	15-01-205-065-1012	15-01-205-065-1024	15-01-205-066-1011
15-01-205-065-1001	15-01-205-065-1013	15-01-205-065-1025	15-01-205-066-1012



## LEGAL DESCRIPTION

THAT PART OF THE NORTH HALF OF SECTION 1 IN TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 1 TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 20 FEET 11 INCHES OF LOT 30 IN BLOCK 1 IN ROSSELL'S BONNIE BRAE ADDITION TO RIVER FOREST, BEING A SUBDIVISION IN SAID NORTH HALF OF SECTION 1, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1926 AS DOCUMENT NO. 9301663; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION AND SOUTH LINE OF THE NORTH 20 FEET 11 INCHES OF LOT 30 TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE NORTH-SOUTH ALLEY IN SAID BLOCK 1; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 15 FEET OF LOT 18 IN BLOCK 1 OF SAID ROSSELL'S BONNIE BRAE ADDITION TO RIVER FOREST; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION AND SOUTH LINE OF THE NORTH 15 FEET OF LOT 18 AND ALONG THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY LINE BONNIE BRAE PLACE; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO THE SOUTHEAST CORNER OF LOT 30 IN BLOCK 2 OF SAID ROSSELL'S BONNIE BRAE ADDITION TO RIVER FOREST; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 30 TO THE SOUTHWEST CORNER THEREOF, SAID SOUTHWEST CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 17 IN SAID BLOCK 2; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 17 TO THE SOUTHWEST CORNER THEREOF, THENCE WEST ALONG A LINE TO THE SOUTHEAST CORNER OF LOT 30 IN BLOCK 3 OF SAID ROSSELL'S BONNIE BRAE ADDITION TO RIVER FOREST; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 30 TO THE SOUTHWEST CORNER THEREOF, SAID SOUTHWEST CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 17 IN SAID BLOCK 3; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 17 TO THE SOUTHWEST CORNER THEREOF; THENCE WESTERLY ALONG A LINE TO THE SOUTHEAST CORNER OF LOT 6 IN BLOCK 1 OF O.C. BRAESE'S SUBDIVISION, BEING A SUBDIVISION IN SAID NORTH HALF OF SECTION 1, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 1923 AS DOCUMENT NO. 7788819; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 6 TO THE SOUTHWEST CORNER THEREOF, SAID SOUTHWEST CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 6 IN SAID BLOCK 2 OF SAID O.C. BRAESE'S SUBDIVISION ; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 6 TO THE SOUTHWEST CORNER THEREOF; THENCE WESTERLY ALONG A LINE TO THE SOUTHEAST CORNER OF LOT 6 IN BLOCK 3 OF SAID O.C. BRAESE'S SUBDIVISION; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 6 TO THE SOUTHWEST CORNER THEREOF, SAID SOUTHWEST CORNER ALSO BEING THE SOUTHEAST

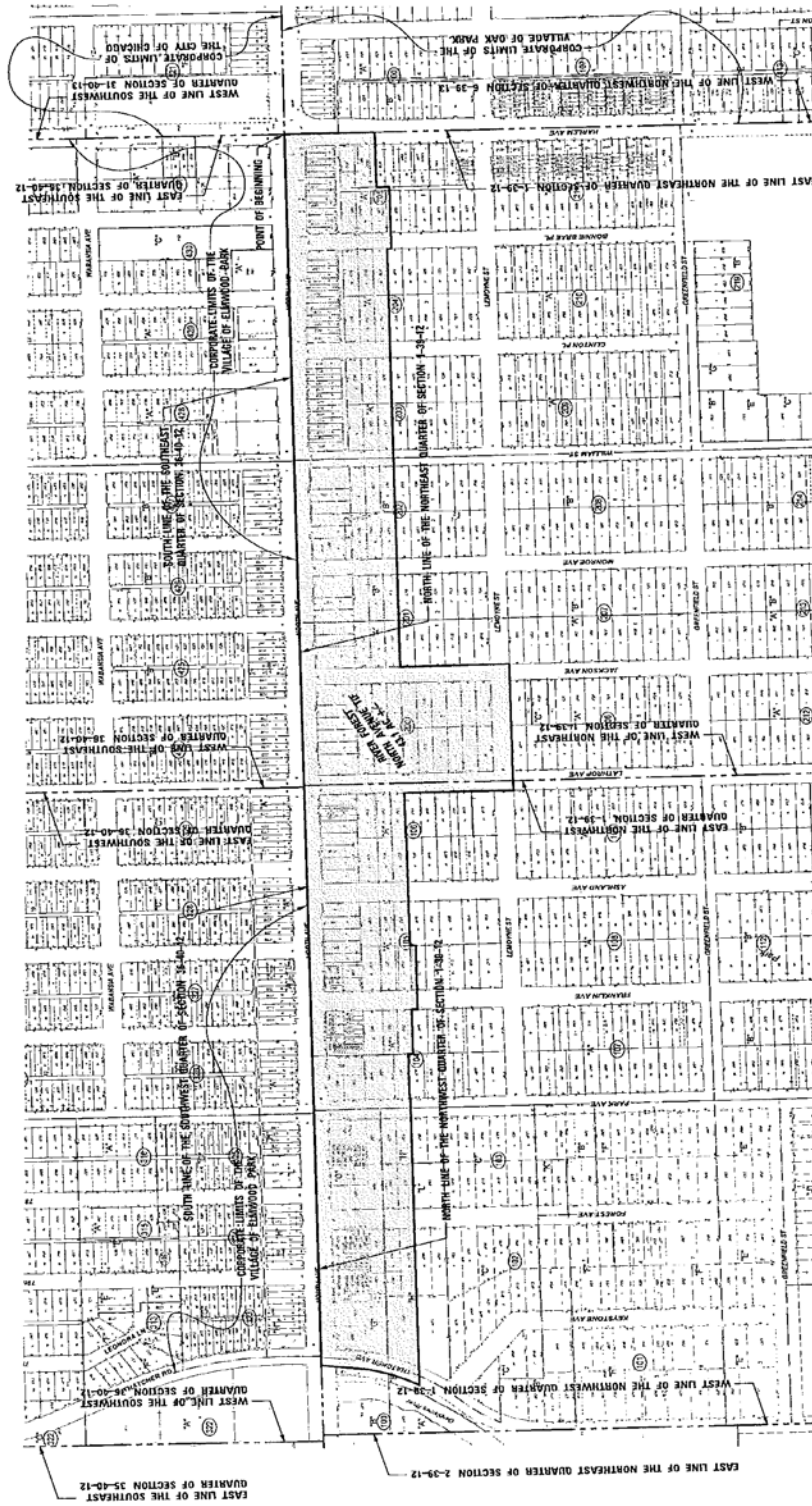
CORNER OF LOT 6 IN BLOCK 1 IN WILLIAM H. BECKMAN'S SUBDIVISION, BEING A SUBDIVISION IN SAID NORTH HALF OF SECTION 1, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 1923 AS DOCUMENT NO. 7790766; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 6 TO THE SOUTHWEST CORNER THEREOF, SAID SOUTHWEST CORNER BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF JACKSON AVENUE; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF LEMOYNE STREET; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF LATHROP AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 2.67 FEET OF LOT 56 IN EDWIN E. WOOD'S SUBDIVISION, BEING A SUBDIVISION IN SAID NORTH HALF OF SECTION 1 ACCORDING TO THE PLAT THEREOF RECORDED AS TORRENS DOCUMENT NO. 202871; THENCE WESTERLY ALONG SAID NORTH LINE TO A POINT ON THE EAST LINE OF LOT 51 IN SAID EDWIN E. WOOD'S SUBDIVISION; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID LOT 51; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 51 TO THE SOUTHWEST CORNER THEREOF; THENCE WESTERLY ALONG A LINE TO THE SOUTHEAST CORNER OF LOT 43 IN SAID EDWIN E. WOOD'S SUBDIVISION; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 43 TO THE SOUTHWEST CORNER THEREOF, SAID SOUTHWEST CORNER ALSO BEING THE NORTHEAST CORNER OF LOT 33 IN SAID EDWIN E. WOOD'S SUBDIVISION; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 33 TO A POINT ON THE SOUTH LINE OF THE NORTH 19 FEET OF SAID LOT 33; THENCE WESTERLY ALONG SAID SOUTH LINE AND WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF FRANKLIN AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO THE SOUTHEAST CORNER OF LOT 27 IN SAID EDWIN E. WOOD'S SUBDIVISION; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 27 TO A POINT ON THE EAST LINE OF LOT 135 IN SAID EDWIN E. WOOD'S SUBDIVISION; THENCE NORTHERLY ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID LOT 135; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 135 TO THE NORTHWEST CORNER THEREOF; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 135 TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 2 IN THE RESUBDIVISION OF THAT PART OF LOT 2 IN OWNER'S SUBDIVISION LYING EAST OF THATCHER ROAD, BEING A RESUBDIVISION IN SAID NORTH HALF OF SECTION 1, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 20, 1923 AS DOCUMENT NO. 8070779; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION AND SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 2, SAID SOUTHWEST CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 7 IN SAID RESUBDIVISION OF THAT PART OF LOT 2 IN OWNER'S SUBDIVISION LYING EAST OF THATCHER ROAD; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 7 TO THE SOUTHWEST CORNER THEREOF; THENCE WESTERLY ALONG A LINE TO THE SOUTHEAST CORNER OF LOT 10 IN SAID RESUBDIVISION OF THAT PART OF LOT 2 IN OWNER'S

SUBDIVISION LYING EAST OF THATCHER ROAD; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 10 TO THE SOUTHWEST CORNER THEREOF, SAID SOUTHWEST CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 14 IN SAID RESUBDIVISION OF THAT PART OF LOT 2 IN OWNER'S SUBDIVISION LYING EAST OF THATCHER ROAD; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 14 AND WESTERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THATCHER AVENUE; THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND NORTHERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID SECTION 1; THENCE EASTERLY ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

**Exhibit “2”**

**STREET LOCATION MAP FOR THE RIVER FOREST  
NORTH AVENUE TAX INCREMENT FINANCING DISTRICT**

(attached)





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

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**MEMORANDUM**

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Date: May 10, 2018

To: Catherine Adduci, Village President  
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Authorization of Two Police Officer "Pre-Hires"

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**Issue:** Last August, the Village Board authorized the pre-hiring of two police officers due to some anticipated retirements. Since that time, there has been one retirement and one separation. As there is still at least one retirement still in the foreseeable future; and, due to the time it takes to hire and train each officer, Staff is seeking permission to pre-hire two officers.

**Analysis:** It takes some time to "on board" a new officer and we typically hire from behind. Meaning, we do not hire someone new until an employee actually separates with the Village. As you know, it can take six months to get through the academy and our FTO program before someone is "street ready." Consequently, the Village typically incurs overtime during this period. Knowing that there are up to three retirements anticipated, there is an opportunity to hire and train officers now.

In terms of costs, Staff previously examined a recent six-month period to gauge overtime costs while having a vacant officer position. The cost of overtime during that period (assuming all other staffing is at full levels) is approximately \$30,000. If there was another officer on that shift that was unavailable for an extended period of time, that number would increase based on the situation. Using a similar staffing situation from this past year, the additional overtime needed to then fill two positions increased the overtime incurred by \$10,000 to a total of \$40,000.

At the same time, there is the cost of the new officer that starts once the person is hired which for a six month period is approximately \$50,000. Please note, when we hire after there is a separation, the Village is paying both the cost of the officer during his/her training and the overtime to meet minimum staffing requirements. The intent of pre-hiring is to allow for a seamless transition between an officer separating and a new officer coming on board. While those dates are unlikely to match exactly, the additional hires will ultimately decrease the overtime incurred.

Bottom line in terms of the budget, we do take on some additional costs by pre-hiring. Conversely,

if we do not pre-hire we incur additional overtime costs while we are short officers as well paying the officer during their training period.

Finally, these pre-hires do not change the authorized staffing levels in the police department. This request merely allows for the Village to hire and train additional officers in anticipation of upcoming retirements in order to maintain existing staffing levels. Public safety and maintaining a safe community is a core priority of the Village Board and this action is consistent with that priority.

The budget implication is a potential reduction in overtime and the possible use of general fund reserves to bridge any short term gaps.

**Recommendation:** Staff is seeking authorization to pre-hire two new officers at this time for the reasons stated above. This is a pro-active approach to address our operational needs. Please let me know if you have any questions.