

# VILLAGE OF RIVER FOREST REGULAR VILLAGE BOARD MEETING

Monday, September 9, 2019 – 7:00 PM Village Hall – 400 Park Avenue – River Forest, IL 60305 Community Room

# **AGENDA**

- 1. Call to Order/Roll Call
- 2. Pledge of Allegiance
- Citizen Comments
- 4. Elected Official Comments & Announcements
- 5. Consent Agenda
  - a. Regular Village Board Meeting Minutes August 26, 2019
  - b. Executive Session Village Board Meeting Minutes August 26, 2019
  - c. Authorizing the Execution of a Master License Agreement for the Collocation of Small Wireless Facilities Located within the Municipal Rights-of Way with Chicago SMSA Limited Partnership D/B/A Verizon Wireless Resolution
  - d. Monthly Department Reports
  - e. Monthly Performance Measurement Report
  - f. Village Administrator's Report
- 6. Consent Items for Separate Consideration
- 7. Recommendations of Boards, Commissions and Committees
- 8. Unfinished Business
  - a. Recreational Cannabis Direction to the Zoning Board of Appeals to Hold a Public Hearing
- 9. New Business
  - a. River Forest Park District Request for Minor Amendment to the Keystone Park Planned Development for Artificial Turf
  - b. Discussion: Establishment of Affordable Housing Plan & Next Steps
- 10. Executive Session
- 11. Adjournment

# VILLAGE OF RIVER FOREST REGULAR VILLAGE BOARD OF TRUSTEES MINUTES Monday, August 26, 2019

A regular meeting of the Village of River Forest Board of Trustees was held on Monday, August 26, 2019 at 7:00 p.m. in the Community Room of Village Hall, 400 Park Avenue – River Forest, IL.

### 1. CALL TO ORDER/ROLL CALL

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

Present: President Adduci, Trustees Bachner, Brennan, Cargie, Henek, O'Connell,

Vazquez

Absent: None

Also Present: Village Clerk Kathleen Brand-White, Village Administrator Eric Palm, Assistant

Village Administrator Lisa Scheiner, Assistant to the Village Administrator Jonathan Pape, Management Analyst Sara Phyfer, Police Chief James O'Shea, Fire Chief Kurt Bohlmann, Public Works Director John Anderson, Finance

Director Rosemary McAdams, Village Attorney Greg Smith

### 2. PLEDGE OF ALLEGIANCE

President Adduci led the pledge of allegiance.

### 3. CITIZEN COMMENTS

Anna Schnedorf, 610 Monroe. Ms. Schnedorf stated that the parking issues on the 600 block of Monroe have not been resolved. She stated the number of cars on the block and their lengths of stay is problematic for elderly residents and the street sweeper.

Administrator Palm reported that Staff is working with the third party vendor on implementing parking for Green Line users on Central. He noted that he and Chief O'Shea have Ms. Schnedorf's issue on their radar.

Trustee O'Connell expressed concern about continuing to address parking issues individually and reiterated the need for a parking study. The Board discussed possible solutions. Administrator Palm advised that an ADA parking spot would provide immediate relief and that a parking study would take months to complete and implement.

Jan Saeger, 435 William. Ms. Saeger asked for clarification about item 5G in terms of which water tower was being painted. Administrator Palm stated that it is the one located by Public Works on Forest. President Adduct noted the other water tower nearby is CTA property.

### 4. ELECTED OFFICIAL COMMENTS & ANNOUNCEMENTS

### a. Swearing-In of New Fire Lieutenant

Chief Bohlmann introduced Fire Lieutenant Michael Smith. Village Clerk Brand-White sworein Lieutenant Smith.

b. Recognition of River Forest Little League 12U 2019 Illinois State Champions and Great Lakes Regional Runner-Up

President Adduci summarized the Little League team's successes, stating they have made River Forest proud. She thanked them for their courage, sportsmanlike conduct, and their desire to win, and then recognized each player.

Trustee O'Connell thanked everyone involved in organizing the rally and parade for the Little League team, as well as to the community for supporting the event. He reminded everyone to be mindful that school is back in session and wished everyone a safe school year.

Trustee Henek stated she was sorry to have missed the Little League rally, but noted the success of the Food Truck Rally. She reminded everyone that the Congressman Davis Town Hall meeting is August 27. She also congratulated Chief O'Shea on the Police Department's award for the Traffic Safety Challenge.

Trustee Brennan stated she attended the Quarterly Community Crime Prevention meeting and noted the quality of the presentations. She reminded everyone of the LemonAid event on September 11. In reference to the Little League parade and rally, Trustee Brennan noted that the kids, parents, and coaches will always remember this event. She expressed hope that kids seeing their parents active in the community will encourage them to follow in their footsteps.

Village Clerk Brand-White congratulated Fire Lieutenant Smith and the Little League team. She noted the great opportunity to learn about sportsmanship.

Trustee Vazquez thanked the Police Department for their efforts to donate bicycles to Working Bikes. He congratulated Chief Bohlmann and Lieutenant Smith and thanked them for their service. He echoed the acknowledgements of the Little League team and thanked the coaches, parents, and community for their support.

Trustee Cargie agreed with the other comments and remarked that it was cool to watch the Little League team play on ESPN.

Trustee Bachner echoed the trustees' sentiments and noted it was wonderful to watch the Little League team on ESPN. She announced that she and Assistant to the Village Administrator Pape attended a webinar with the Metropolitan Mayor's Caucus to kick off the April 1, 2020 Census Day efforts, and that the first Complete Count Committee meeting is August 27. She noted that 30-40 community organizations and residents are involved in the committee and that they will work to continue to find ways to get information disseminated and ensure a complete count.

In response to a question from President Adduci, Mr. Pape stated Dominican and Concordia Universities are on the Committee but there is nothing official yet about how those students will be counted.

President Adduci congratulated Chief O'Shea, Lieutenant Smith and echoed the sentiments regarding the Food Truck Rally and Little League. She remarked that she is proud of the players and that they put River Forest on the map. She reported that she and Administrator Palm had somewhat productive meetings with Union Pacific and that Senator Kimberly Lightford was also in attendance. President Adduci also reminded everyone that the Congressman's Town Hall meeting is tomorrow and that it would be an opportunity for residents along the UP lines to speak with him about their concerns.

### **5. CONSENT AGENDA**

- a. Regular Village Board Meeting Minutes July 22, 2019
- b. Executive Session Village Board Meeting Minutes July 22, 2019
- c. Right-of-Way Encroachment Waiver and Agreement for an Irrigation System Located at 1201 Park
- d. Right-of-Way Encroachment Waiver and Agreement for an Irrigation System Located at 1434 Franklin
- e. Amend Sections 3-3-7 and 6-7-2 of the Village Code Regarding Hours of Work Ordinance
- f. Amend Section 8-6-22 of the Village Code with Regard to Prohibiting the Sale of Flavored Tobacco Products Ordinance
- g. Award of Bid and Contract for Water Tower Rehabilitation Project to Seven Brothers Painting, Inc. for \$284,200
- h. Monthly Department Reports
- i. Monthly Performance Measurement Report
- j. Financial Report July 2019
- k. Accounts Pavable July 2019 \$1,588,082.88
- l. Village Administrator's Report

Administrator Palm noted that item 5F was being pulled from the agenda for additional clean-up and would be on the next meeting's agenda.

Trustee Brennan made a motion, seconded by Trustee Vazquez, to approve the Consent Agenda items A-E and G-L.

Roll call:

Ayes: Trustees Bachner, Brennan, Cargie, Henek, O'Connell, Vazquez

Absent: None Nays: None Motion Passes.

### 6. CONSENT AGENDA ITEMS FOR SEPARATE CONSIDERATION

a. Accounts Payable from the Economic Development Fund (\$153.96) and the Madison Street TIF Fund (\$547,146.32) (*Trustee Vazquez Common Law Conflict of Interest*)

Trustee Cargie made a motion, seconded by Trustee Henek, to approve payment for the Economic Development Fund for \$153.96 and payment for the Madison Street TIF Fund for \$547,146.32.

Roll call:

Ayes: Trustees Bachner, Brennan, Cargie, Henek, O'Connell

Absent: None

Abstain: Trustee Vazquez

Motion Passes.

# 7. RECOMMENDATIONS OF BOARDS, COMMISSIONS AND COMMITTEES

a. Zoning Board of Appeals – Variation Request for a Secondary Front Yard Setback at 1201 Park – Ordinance

Trustee Vazquez made a motion, seconded by Trustee Henek, to approve an Ordinance granting the requested variations to Sections 10-9-7 of the Zoning Ordinance at 1201 Park.

Administrator Palm noted this request was approved unanimously by the Zoning Board of Appeals.

Roll call:

Ayes: Trustees Bachner, Brennan, Cargie, Henek, O'Connell, Vazquez

Absent: None Nays: None Motion Passes.

b. Sustainability Commission – Presentation on Climate Reality Leadership Conference

Sustainability Commission Chair Julie Moeller summarized the Climate Reality Leadership Conference. The Climate Reality Project, she stated, is a non-profit organization led by Al Gore and comprised of 20,000 leaders with representatives in each state and countries around the world. She explained its mission is to train and equip local advocates with solutions to drive positive change. Chair Moeller urged decisions be made with consideration of climate impact and thanked the Village for its commitment to the environment with successful initiatives such as the northside sewer project, LED lighting at the pump station, green alleys, and the adoption of the Bicycle Plan. She further urged the Board to focus on renewable energy, promoting solar energy and energy aggregation programs, and changing the compost program to opt-out. She stressed the importance of serving all populations and being mindful of maintaining accessible public transportation and public greenspace. Chair Moeller stated she was proud to represent River Forest at the conference.

James Durham, 1201 Park, expressed concern about light pollution. There was some discussion about the limitation of lighting regulations with planned developments and efforts to curb spillage.

In response to a question from Trustee Brennan, Public Works Director Anderson explained that when the street lights were changed to LED lighting, the cobra head lighting is more downward focused and some of the lights are brighter due to public safety concerns along major routes.

In response to Mr. Durham's suggestion to increase police presence instead of bright lighting, President Adduci noted that labor is costly.

The Board thanked Chair Moeller and the Commission for their work.

### 8. UNFINISHED BUSINESS

None.

#### 9. NEW BUSINESS

a. Discussion and Direction: Recreational Cannabis

Assistant Village Administrator Lisa Scheiner <u>presented</u> information on recreational cannabis and summarized the State's legislation. She outlined the main policy decision before the Board, which is whether to permit recreational cannabis business establishments (CBEs) on commercially zoned properties or prohibit them within the Village. In highlighting the Village's local regulatory authority, Assistant Administrator Scheiner stated the Village cannot: prohibit adult-use cannabis on private property; prohibit possession in most locations; prohibit the growth of cannabis on private property by those who qualify for medicinal purposes. She explained that in terms of the Village's public safety concerns, unlawful use of cannabis will be enforced and that the Village will continue to partner with its business community to address safety concerns. She noted that there has not been a noticeable difference in enforcement as a result of the medical marijuana facilities in neighboring communities.

In explaining what prohibition would mean for the Village, Assistant Administrator Scheiner stated that the Village would have to adopt an ordinance by December 31, 2019 prohibiting CBEs and that the Village would receive the revenue from the Local Government Distributive Fund but nothing more. She explained that if the Village adopted an ordinance permitting CBEs, the Village could: determine what types of CBEs could be located here (cultivation center, craft grower, or dispensary); regulate the locations where they would be allowed (including distances from other types of uses); determine the process by which they would obtain approval; impose an excise tax of 3% and determine how to use the revenue. She noted that only 47 licenses would be granted within the region, which extends to Elgin and Naperville, so it would be unlikely that there would be a proliferation of CBEs in River Forest.

Assistant Administrator Scheiner stated that if the Board decides to move the discussion forward, the Board would hold a public meeting on September 9 at 6PM. At the 7PM regular meeting, the Board could direct the Zoning Board of Appeals to hold a public hearing to consider amendments to the zoning ordinance and adopt an ordinance imposing a cannabis sales tax of up to 3%.

In response to trustee questions, Assistant Administrator Scheiner clarified that the number of licenses refers to dispensaries and that the Village cannot require a local license in the same way as liquor licensing. Attorney Smith advised that if the Village permits CBEs, it link zoning approval to holding a State license in good standing.

The Board discussed the potential stigma for existing businesses to have a CBE located next door. Assistant Administrator Scheiner stated the law limits how the businesses can advertise. They also discussed the implications of marijuana being illegal at the federal level.

With regard to public safety, Chief O'Shea spoke to the uncertainty of traffic accident data and the difficulties of identifying what substance may be the cause of impairment. He noted that the technology has not caught up but is advancing. He affirmed that his department has not seen an increase in calls due to the medical marijuana facilities located in Elmwood Park and Oak Park.

The Board discussed distance requirements and the impact on where a CBE could realistically locate within River Forest.

In response to questions about the different types of facilities, Assistant Village Administrator Scheiner stated a dispensary would be the most likely type of CBE to locate within the Village given the space-needs of cultivation centers and craft growers. She noted that given the current locations of the home day care centers in town, no medical marijuana facility would be able to locate here unless one of them closed or the 1,500ft buffer changed.

In response to further questions from trustees, Attorney Smith stated the Department of Revenue is currently processing applications, then the CBEs will determine where they can locate. He explained that a dispensary is the only use that can have the 3% purchaser's tax added.

President Adduci summarized the next steps and stated she was in favor of allowing this use.

Trustee O'Connell stated he was in favor of permitting CBEs but that it was important for it to be a Special Use in order to maintain control.

Trustee Cargie remarked he is never one to forgo revenue and that he is interested to hear residents' input at the next meeting.

Trustee Vazquez stated he was in favor of exploring it further and urged that it is clearly communicated that the Village cannot control recreational cannabis use in total, just whether an establishment can locate here.

Trustee Bachner agreed to moving forward and stated she is happy to have more opportunities for revenue.

Trustee Henek concurred and emphasized the importance of CBEs as a Special Use in order to dictate parameters.

Trustee Brennan stated she was likeminded, noting that the key is in the control of it and hearing what the residents have to say. She mentioned she had found some research indicating that home values went up in municipalities that had recreational dispensaries.

### b. Discussion: Acknowledgement of Land (*Trustee Bachner*)

Jan Saeger, 435 William. Ms. Saeger stated she wondered about the purpose of this acknowledgement and expressed concern about its political implications.

Trustee Bachner stated she has seen statements such as this gaining traction and being used more broadly for groups that gather in public places. She explained that it is a formal statement recognizing indigenous people as stewards of the land and that it is a way be mindful of their positions and the land's history. She compared it to saying the Pledge of Allegiance, further remarking that it inspires an ongoing relationship with the land.

Trustee Cargie expressed concern about political statements having a snowball effect. He reported that he had received emails from residents who were opposed to and offended by the statement. He maintained that it did not add to the functionality of the business of a board meeting.

Trustee O'Connell expressed concern about the statement becoming a slippery slope for others, noting that the Board would end up having to defend what would become political statements.

Trustee Brennan stated she was not personally offended by the statement but that she sees the slippery slope argument.

Trustee Henek stated she researched how statements like this are done in other places and found mixed results, but that she appreciated the need to move toward these types of conversations. She wondered if there were more effective ways of doing so and expressed uncertainty about having the statement read at every meeting. She stated she felt like the message could get lost.

Trustee Bachner stated she was thankful to have the discussion. She remarked that the Pledge of Allegiance is said at every meeting but felt there was a loss of recognition of other stewards. She further stated she felt the statement was one way to take a step forward to promote the history of native and indigenous people as stewards of this land. Trustee Bachner asked if there was different language or different ways to do this.

Trustee Vazquez explained that this was a difficult and challenging point for him, noting that he does believe in diversity and pushed for the welcoming resolution. He emphasized that he did not have an issue with the statement itself. He shared that he is of Mexican-American descent, and he asserted that they would feel excluded from the term indigenous in this statement. He affirmed that diversity can be discussed but that the Village be careful about not excluding anyone.

Trustee Bachner reiterated that she does not think this is a perfect statement and that she was open to feedback.

President Adduci echoed the concern about the statement being a slippery slope. She suggested acknowledging indigenous people with plaques around town, similar to what is done with historic homes. She assessed the trustees' feedback and concluded that while the meaning of the statement could be embraced, it would become political and difficult to incorporate into the business of the meeting.

Trustee Bachner stated she like the idea of the plaques. She affirmed that she believed this statement was appropriate in governing and business meetings but that she would want to see consensus from the Board. She stated this was a good discussion to have and would continue to look for ways to center the diverse backgrounds of the community.

President Adduci concluded that the consensus was to not read the statement as a Board but that trustees could read it during their comments if they wished to do so. The Board concurred that the plaques be explored.

### 10. EXECUTIVE SESSION

Trustee Cargie made a motion, seconded by Trustee O'Connell, to go into executive session to discuss the purchase or lease of real property for the use of the Village, including whether a particular parcel should be acquired; the setting of a price for sale or lease of property owned by the Village; and the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the Village.

Roll call:

Ayes: Trustees Bachner, Brennan, Cargie, Henek, O'Connell, Vazquez

Absent: None Nays: None Motion Passes.

The Village Board returned to regular session at 10:16 p.m. with the following members present:

President Adduci, Trustees Bachner, Brennan, Cargie, Henek, O'Connell, Village Clerk Brand-White.

# 11. ADJOURNMENT

Trustee O'Connell made a motion, seconded by Trustee Henek, to adjourn the regular Village Board of Trustees Meeting at  $10:17~\rm p.m.$ 

Roll call:

Ayes: Trustees Bachner, Brennan, Cargie, Henek, O'Connell, Vazquez

Absent: Trustee Vazquez

Nays: None Motion Passes.

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: September 5, 2019

To: Catherine Adduci, Village President

Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Master License Agreement (Small Cell) – Verizon

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**Issue**: Earlier this year, the Village adopted a master license agreement for small cell wireless facilities with AT&T. This agreement was recommended by the Village Attorney and is a model template agreement that is used by several of their clients. Verizon has requested a similar agreement which is attached for your review.

The village code provides many of the rules and guidelines for small cell facilities & equipment; however; this license agreement provides further guidance and commitments from Verizon on several technical items as well as protocols.

**Recommendation**: Consider and pass a Resolution approving a master license agreement with Verizon.

### Attachment

Resolution - Master License Agreement

<b>RESOLUTION</b>	NO.
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# RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A MASTER LICENSE AGREEMENT FOR THE COLLOCATION OF SMALL WIRELESS FACILITIES LOCATED WITHIN THE MUNICIPAL RIGHTS-OF-WAY (CHICAGO SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS)

**WHEREAS**, Public Act 100-585, known as the "Small Wireless Facilities Deployment Act," 50 ILCS 840/1, *et seq.*, imposes certain additional requirements on municipalities regarding the permitting, construction, deployment, regulation, operation, maintenance, repair and removal of certain defined small wireless facilities both within public rights-of-way and in other locations within the jurisdiction of the Village of River Forest ("Village"); and

**WHEREAS**, the deployment of small wireless facilities within the Village will provide benefits to businesses and residents of the Village in the form of enhanced wireless service, including the rollout and creation of a 5G wireless network by various telecommunication providers; and

WHEREAS, the President and Board of Trustees of the Village of have approved amendments to the Village of River Forest Village Code ("Village Code") relative to the permitting, regulation and deployment of small wireless facilities within the Village in conformance with Public Act 100-585, in Chapter 5-16 of the Village Code; and

WHEREAS, the Small Wireless Facilities Deployment Act and the amendments to the Village Code adopted by the Village anticipate the execution of "Master License Agreements" with telecommunication providers relative to the deployment of small wireless facilities on Village rights-of-way; and

WHEREAS, the President and Board of Trustees of the Village find it to be in the best interests of the Village to approve and authorize the execution of the "Master License Agreement for the Collocation of Small Wireless Facilities Located Within the Municipal Rights-of-Way between the Village of River Forest and Chicago SMSA Limited Partnership d/b/a Verizon Wireless" ("Agreement"), a copy of which is attached hereto as **Exhibit A** and made a part hereof.

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

**SECTION 1**: Each of the recitals in the Whereas paragraphs set forth above are incorporated into Section 1 of this Resolution.

**SECTION 2:** The President and Board of Trustees of the Village approve the Agreement and authorize and direct the Village President and Village Clerk to execute and attest to the attached Agreement.

**SECTION 3:** If any Section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

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**SECTION 4:** All resolutions, motions or parts thereof in conflict with this Resolution shall be and the same are hereby repealed.

**SECTION 5:** This Resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED this day of	, 2019, pursuant to a roll call vote as follows:
AYES:	
NAYS:	
ABSENT:	
<b>APPROVED</b> this day of River Forest, and attested by the Village Cl	, 2019, by the Village President of the Village o erk, on the same day.
	Catherine Adduci, Village President
ATTEST:	
Kathleen Brand-White, Village Clerk	

### **EXHIBIT A**

# MASTER LICENSE AGREEMENT FOR THE COLLOCATION OF SMALL WIRELESS FACILITIES LOCATED WITHIN THE MUNICIPAL RIGHTS-OF-WAY (CHICAGO SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS)

(attached)

# MASTER LICENSE AGREEMENT FOR THE COLLOCATION OF SMALL WIRELESS FACILITIES LOCATED WITHIN THE RIVER FOREST MUNICIPAL RIGHTS OF WAY

This **MASTER LICENSE AGREEMENT** ("Agreement") is made and entered into by and between the Village of River Forest, an Illinois municipal corporation ("Licensor"), and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, an Illinois limited partnership whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Licensee"). Licensor and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, the Licensor intends to promote the expansion of communications services in a manner consistent with, for example, the Small Wireless Facilities Deployment Act, the Illinois Cable and Video Competition Act, the Illinois Telephone Company Act, the Telecommunications Act of 1996, the Middle Class Tax Relief and Job Creation Act of 2012, the Simplified Municipal Telecommunications Tax Act, and Federal Communication Commission Regulations; and

WHEREAS, Public Act 100-585, known as the Small Wireless Facilities Deployment Act, approved by the Governor on April 12, 2018, with an effective date of June 1, 2018, acts to impose certain additional requirements on municipalities, including the Licensor, regarding the permitting, construction, deployment, regulation, operation, maintenance, repair and removal of certain defined Small Wireless Facilities both within public rights-of-way and in other locations within the jurisdiction of the Licensor; and

**WHEREAS**, the Small Wireless Facilities Deployment Act and Title 5, Chapter 16 of the Village Code, provide that Small Wireless Facilities attached to a utility pole or wireless support structure owned by the Licensor within the public rights-of-way are subject to an attachment agreement; and

**WHEREAS**, the Corporate Authorities of the Licensor have determined that the establishment of an attachment agreement for Small Wireless Facilities mounted on utility poles or wireless support structures owned by Licensor in public Right-of-Ways, will properly facilitate and manage the deployment of Small Wireless Facilities within the Licensor's jurisdiction; and

**WHEREAS,** regulation of the deployment of said Small Wireless Facilities can be accomplished through the use of site-specific permitting, managed and controlled by staff, but only after a Licensee agrees to the terms of this Agreement; and

**WHEREAS**, the Licensee desires to install, maintain, and operate Small Wireless Facilities in and/or upon certain of Licensor's utility poles or wireless support structures.

**NOW THEREFORE,** based upon the consideration recited herein and the granting of Site Specific Permits, the Licensee and the Licensor agree to abide by the terms and conditions of this Agreement as follows:

1.0 **Recitals.** The recitals set forth above are incorporated herein and made part of this Agreement as representing the intent of the Parties, and as substantive covenants and conditions.

### 2.0 **Definitions**.

- 2.1 The capitalized terms used herein, unless specifically defined within Section 2.2 of this Agreement, are the terms defined in the Small Wireless Facilities Deployment Act ("Act") and Title 5, Chapter 16 of the Village Code, as amended.
- 2.2 The following definitions are specific to this Agreement and are not found in the Act.
  - "Act" shall mean the Small Wireless Facilities Deployment Act.
  - "Agreement" or "License Agreement" shall mean this Agreement.
  - **"Annual License Fee"** means the annual rate described in Section 6.2 of this Agreement.
  - "CFR" means the Code of Federal Regulations.
  - **"Entity"** means any natural individual, firm, trust, estate, partnership, association, joint stock company, joint venture, corporation, limited liability company, unit of local government, a receiver, trustee, guardian or other representative appointed by order of court, or any other legally recognized organization, whether for-profit or not-for-profit. The Licensor shall not be considered a "Person" or "Entity" for purposes of this Agreement.
  - "Effective Date" means the date this Agreement is executed by the last Party to sign following approval by the Licensor's Village Board.
  - "Law(s)" means any applicable statute, administrative or judicial act, decision, charter, code, constitution, law, opinion of a court of competent jurisdiction, court order, ordinance, policy, regulation, including procedures and the conditions of certificates as prescribed by regulation, rule, schedule, specification, rates and tariffs as established in statute, rules, or regulation, or other requirement of the Licensor or any other unit of government or agency of a unit of government having joint or separate jurisdiction over the Licensee, now or hereafter in effect, during the term of this Agreement. The term Laws includes the Licensor's Right of Way Ordinance, Title 5, Chapter 14 and the Small Wireless Facilities Ordinance, Title 5, Chapter 16 of the Village Code.
  - "Licensor Representative" means the then-current person at the Licensor that oversees administration of this Agreement, or his/her designee.
  - "Permit Drawing and Specifications" means documents submitted by a Licensee, in conformance with the requirements of the Licensor, for a Site-

Specific Permit Application which depict the design, construction, installation, and maintenance of any Small Wireless Facility.

"Site-Specific Location" means a location which qualifies, under this Agreement, for the placement of, or which contains, Small Wireless Facilities allowed under a Site-Specific Permit.

"Site-Specific Permit or Permit" means a non-exclusive permit granted by the Licensor allowing the installation of Small Wireless Facilities at a Site-Specific Location.

"Site-Specific Permit Application" means the application for a permit for the installation of Small Wireless Facilities at a Site-Specific Location.

"Unauthorized Communication Site" means the installation of a Small Wireless Facility or Utility Pole within the corporate limits of the Licensor or the Licensor's Comprehensive Planning Area without a permit or any Work not specifically authorized by the Corporate Authorities of the Licensor or in conformance with applicable law. An Unauthorized Communication Site shall not include any site where Licensee has, in good faith, performed Work as specifically authorized by an issued Site Specific Permit, applicable law, or otherwise authorized by the Corporate Authorities of Licensor.

"Unauthorized Installation Charge" means the penalty payable by Licensee to Licensor under this Agreement for an Unauthorized Communication Site.

**"Work"** means all design, construction, restoration, maintenance, removal, repair, relocation, or modification of any Small Wireless Facility, utility pole or wireless support structure installed by or on behalf of the Licensee.

### 3.0. **Term.**

- 3.1. **Initial and Extension Terms.** This Agreement shall apply to all Small Wireless Facilities proposed, permitted and installed at Site-Specific Locations on Utility Poles or Wireless Support Structures owned by the Licensor pursuant to Title 5, Chapter 16 of the Village Code. The initial term of this Agreement shall be 5 years ("Initial Term") commencing on the Effective Date, unless earlier terminated in accordance with this Agreement. The term of this Agreement shall be extended for an additional 5 year period (each, an "Extension Term") commencing on the expiration of the initial term, provided that:
  - 3.1.1. Licensee has not provided the Licensor with a written notice of its intent to terminate the Agreement at the end of the initial term without renewal; and
  - 3.1.2. The Licensee is in compliance with the provisions of this Agreement and applicable Laws; and
  - 3.1.3. There has not been any change in the Law that materially affects the provisions of this Agreement or its enforceability; and
  - 3.1.4. The Licensor or Licensee has not otherwise terminated this Agreement in accordance with its provisions; and

- 3.1.5. The Act has not been repealed or been found to be unconstitutional by a court of law; and
- 3.1.6. The Act did not sunset on June 1, 2021.

Up to two (2) additional five (5) year extension terms (the "additional extension terms") may be entered into by written mutual agreement of the Parties following the initial extension term, subject to 3.1.1 through 3.1.6 above, except that the notice from Licensee as specified in 3.1.1 will propose an additional extension term, and any such additional extension term shall be subject to the applicable Village Code provisions or regulations in effect at the time of renewal. The Parties acknowledge that in the event this Agreement is not renewed by mutual agreement of the Parties for a first or second additional extension term, the Parties shall enter into a new agreement applicable to site-specific permits applied for after the termination date, subject to the applicable Village Code provisions or regulations in effect at that time.

- 3.2 **New Agreement/Holdover.** A Licensee may enter into a new License Agreement with the Licensor no later than six (6) months before the expiration of the Agreement (or any extensions or additions thereof), based upon the License Agreement then in effect or in accordance with such other contract rates, terms and conditions, or ordinances that may be adopted by the Licensor from time to time. If upon expiration of the Agreement or any extension term or additional extension terms, the Parties fail to negotiate the renewal of a new License Agreement, and the Licensee fails to comply with Section 3.3, the Licensee shall be deemed to holdover and shall otherwise be liable to perform its obligations of the terms and conditions of the License Agreement as well as payment of the holdover amount set forth in Section 7.1 of this Agreement. No holdover shall exceed six (6) months.
- 3.3 **Non-Renewal.** If the Site Specific Permit is expired or is terminated, then the Licensee, at its option, shall do one of the following, except to the extent prohibited by applicable Laws:
  - 3.3.1 Remove the Licensee's Small Wireless Facilities at its sole cost and expense within sixty (60) days of the expiration date of the applicable Site Specific Permit. If the Licensee fails to remove the Small Wireless Facilities by said date, the Licensor may in its discretion remove said facility pursuant to Section 7.2 herein; or
  - 3.3.2 Without cost or charge to the Licensor, abandon the Licensee's Small Wireless Facilities in place, but only if the Licensor first approves the proposed abandonment, in writing; including conditions applicable to the abandonment. In the case of an approved abandonment in place, the Licensor may at its discretion remove said Small Wireless Facility pursuant to Section 7.2 herein; or
  - 3.3.3 Sell the Licensee's Small Wireless Facility to a qualified third-party subject to the Licensor's prior written approval; which will not be unreasonably withheld.
  - 3.3.4 Upon the occurrence of any circumstance set forth in this Section 3.3, this Agreement shall be deemed terminated except as to the indemnification and hold harmless provisions which shall survive until all statutes of limitations and repose applicable to a casualty occurring during the license

term have expired. If a Small Wireless Facility has time remaining on its Site Specific Permit term, then the provisions of this Agreement remain in place during the remaining time on those Site Specific Permits but there shall be no right to an extension unless a new License Agreement is negotiated.

- 3.4 **Termination.** Except as otherwise provided herein, either party may terminate this Agreement for cause, as defined herein, upon thirty (30) days written notice sent by the non-breaching party to other party. In the event of a termination for cause, the either party may exercise its legal rights and/or equitable remedies either under this Agreement or by any other means that may be provided by law or equity, including the right, without limitation to recover any uncollected license or permit application fees that would be due and payable by the Licensee to the Licensor if this Agreement had not been terminated during the initial or extension term.
- 3.4.1 A termination for cause means 1) The Licensee fails to cure a material default of this Agreement within thirty (30) days after it receives the Licensor's notice of default, or, if the default can be cured and such cure reasonably requires more than thirty (30) days to achieve, fails to commence and thereafter diligently continue such cure to completion within a reasonable period of time; or 2) Any agency exercising jurisdiction over the Licensee has by final order that is no longer subject to appeal, terminated or otherwise revoked the Licensee's approval, authorization, certification or license to provide the Wireless Services or Small Wireless Facilities; 3) The Licensee installs or causes to be installed five (5) or more Unauthorized Communication Sites during any five (5) year term. However, cooperation with other agencies/jurisdictions to comply with their laws and procedures (as set forth in Section 4.1.2 "Compliance with Laws" and Section 8.1 "Provision of Communication Services") shall not be an event of default or basis for termination, provided no installation is done before Licensor authorization. A termination or revocation that affects specific sites only will result in the termination of the applicable Site-Specific Permit(s) only, while a general termination or revocation affecting Licensee's ability to provide Wireless Services or Small Wireless Facilities in general will result in a termination of the entire Agreement.
- 3.4.2 **Removal upon Termination for Cause.** Upon establishment of termination for cause and after the expiration of the time period set out in Section 3.4.1 above, Licensor may terminate such Site Specific Permits that are the cause of the termination for cause as set forth in Section 3.4.1. If the Licensee has failed within ninety (90) days from the Effective Date of termination for cause to remove or cause removal of the Licensee's Small Wireless Facilities which are subject to the termination for cause, the Licensor may at its discretion remove said Facility pursuant to Section 7 herein.
- 3.5 **Changes in the Law.** The Parties acknowledge that Communications Services, and Wireless Services and the law associated with communications services and wireless services is evolving at the Federal, State and local level. If during the initial term or extension term the Laws are superseded, preempted, adopted, amended or repealed in a manner that is binding on the Parties and that requires the Parties to alter existing Agreements, the Parties shall negotiate an amendment to this Agreement to the extent necessary to comply with any new Law affecting existing agreements.

### 4.0. Grant and Scope of License.

- 4.1 **Grant of License**. Subject to the terms and conditions of this Agreement, the Licensor grants to the Licensee and, the Licensee accepts from the Licensor, a non-exclusive license to submit Site-Specific Permit Applications to install, and, upon installation pursuant to a valid Site-Specific Permit, to use, operate, maintain, repair, remove, reattach, reinstall, relocate, and replace Licensee's Small Wireless Facilities pursuant to said permit. All rights and obligations of the Licensee under this Agreement shall be exercised by the Licensee at its sole cost and expense unless otherwise agreed to in writing by the Parties or as otherwise required by the Laws.
- 4.1.1. **Site-Specific Permit.** The Licensee shall prior to performing any Work to install a Small Wireless Facility, submit a Site-Specific Permit Application to the Licensor, and receive from the Licensor a Site-Specific Permit to occupy the Site-Specific Location with the Small Wireless Facilities pursuant to Chapter 12, Article 7 of the Village Code of Ordinances.
- 4.1.2. **Compliance with Laws.** The installation, use, operation, maintenance, repair, removal, reattachment, reinstallation, relocation, and replacement of any Small Wireless Facilities shall comply with all Laws.
- 4.1.3. **License Only.** Nothing in this Agreement or in a Site-Specific Permit shall be deemed to grant, convey, create, or vest in the Licensee a property right or perpetual interest in the Utility Poles, Wireless Support Structures, land or the rights-of-way of the Licensor including, without limitation, any fee interest, leasehold interest, easement, or franchise right. Any interpretation of this license or a Site-Specific Permit by a Court, which would purport to create any fee, leasehold, easement, or franchise interest in the Licensee shall, twenty-four (24) hours after such determination, result in the Licensee's forfeiture of any and all rights under this Agreement or any Site-Specific Permit.
- 4.1.4 **No Warranty.** Neither the Licensor, nor any existing easement holder, franchisee, or other licensee shall be liable to the Licensee for failure of the Licensor or the others to secure legal authority from a grantor of an easement affecting the installation of Small Wireless Facilities. It shall be the obligation of the Licensee to ascertain any legal right held by any servient estate of an easement affecting the proposed or existing Small Wireless Facilities and to resolve those issues with the owner of the servient estate.
- 4.2. **Immunities.** Nothing in this Agreement shall be interpreted to override, compromise or waive any of the Licensor's statutory or common-law privileges or immunities which are all specifically reserved. There are no third-party beneficiaries of this Agreement.
- 4.3. **Authorized Use.** The Licensee shall use Licensee's Small Wireless Facilities for the sole purpose of providing Communications Services and Wireless Services and may only install, use, operate, design, construct, restore, maintain, remove, repair, relocate, or modify Licensee's Small Wireless Facilities as authorized by the Site-Specific Permit and/or applicable Laws.
- 4.4. **Control of Facilities.** Licensee's Wireless Service Providers may own the equipment installed in the Small Wireless Facilities, but in no event shall Licensee allow any other Entity to control the Licensee's Small Wireless Facilities or any portion thereof

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for any purpose not directly related to the Licensee's provision of Communications Services or Wireless Services. Licensee shall have no authority to assign, sell or transfer a Site-Specific Permit without the written consent of the Licensor, unless such assignment, sale or transfer is made to an affiliate of the Licensee. The Licensee is at all times liable and responsible for the obligations of this Agreement. Additionally, the Licensee shall require its Wireless Service Providers to acknowledge this Agreement and that any and all Wireless Service Providers shall be responsible for complying with the terms of this Agreement and any Site Specific Permits in the event the Licensee fails to do so.

- 4.5. Condition of Premises. As a material part of the consideration for this Agreement, Licensee takes and accepts the Licensor's Utility Poles, Wireless Support Structures and Rights-of-Way "as is" in the condition in which the Licensee finds them, with any and all latent and patent defects and with no express or implied warranties by the Licensor of merchantability, fitness, suitability, or fitness for any particular purpose. The Licensee shall have the right to inspect the Utility Poles, Wireless Support Structures, and Rights-of-Way prior to installing the Small Wireless Facilities. The Licensor will be responsible for the regular maintenance of the Utility Poles, Wireless Support Structures and Rights-of-Way and will keep the Utility Poles, Wireless Support Structures and Rights-of-Way in good repair as required by all Laws. The Licensee shall be responsible for repairing any damage to the Rights-of-Way, Wireless Support Structures, or Utility Poles that is disturbed or damaged as a result of the installation, construction, reconstruction, use, operation, maintenance, repair, removal, reattaching, reinstallation, relocation or replacement of the Small Wireless Facilities. The Licensor shall have the right to temporarily remove or require the Licensee to temporarily remove the Small Wireless Facilities in order to maintain the Utility Poles, Wireless Support Structures and Rights-of-Way, at the Licensee's sole cost and expense. In the event that the Small Wireless Facilities are temporarily removed in accordance with the preceding sentence and such removal shall last longer than seven (7) days, Licensor will work in good faith to identify an alternative location for Licensee to temporarily locate its Small Wireless Facilities in order to minimize interruption to Licensee's business which, subject to the approval of the Licensor, may include the installation of temporary poles or other methods which are necessary for Licensee to continue providing Wireless Services.
- 4.6 **Interruption of Service.** The Licensor shall not be liable to the Licensee, its customers, or anyone else for the interruption of service of the Licensee or any interference with the operation of the Licensee's Small Wireless Facilities. Notwithstanding the foregoing, Licensor shall use its best efforts to avoid the authorization of any other Entity to install equipment of the type and frequency that will cause harmful interference, measured in accordance with then-existing industry standards, to Licensee's then-existing Small Wireless Facilities unless the interruption is for public safety purposes, local government, or other public purpose. In the event that Licensee has a good faith belief that such interference is occurring, the parties shall work in good faith to minimize or cease the interference in a commercially reasonable manner.

4.7 Electrical. Licensee shall be permitted to connect Small Wireless Facilities to necessary electrical and telephone service, at Licensee's sole cost and expense. Licensee shall attempt to coordinate with applicable utility companies to provide separate service to Licensee's Small Wireless Facilities for Licensee's use. In the event that Licensee can obtain separate electrical service with a separate meter measuring usage, the Licensee shall pay the utility directly for its power consumption, if billed directly by the utility. In the event that separate electrical service is not possible or practical under the circumstances, Licensee may use existing service, at Licensee's sole cost and expense, upon the reasonable approval of Licensor. In the event that Licensee uses existing utility service at an individual Utility Pole or Wireless Support Structure, the Parties agree to either: i) attempt to have a submeter installed, at Licensee's expense, which shall monitor Licensee's utility usage (with a reading and subsequent bill for usage delivered to Licensee by either the applicable utility company or Licensor); or ii) provide for an additional fee in the applicable Site Specific Permit which shall cover Licensee's utility usage. The Parties agree to reflect power usage and measurement issues in each applicable Site Specific Permit.

Licensee shall be permitted at any time during the Term of each Site Specific Permit, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Utility Pole), a temporary power source, and all related equipment and appurtenances within the Utility Pole, or elsewhere on the Utility Pole in such locations as reasonably approved by Licensor. Licensee shall have the right to install conduits connecting the temporary power source and related appurtenances to the Utility Pole. In the event such conduits affect the life expectancy of the Utility Pole, an additional fee that reflects the replacement cost of the Utility Pole may be assessed by Licensor after providing written notice to Licensee.

### 4.8 General Restrictions.

- 4.8.1. Removal, Relocation or Replacement of Utility Pole. In the event Licensor, in its reasonable discretion deems it necessary to remove, relocate or replace a Utility Pole, Licensor shall notify Licensee at least one hundred eighty (180) days prior of the need to remove or relocate its Small Wireless Facility. In such event, Licensor shall provide options for alternative locations for Licensee relocation of equipment which shall be in a mutually agreeable location ("Alternative Premises"). Licensee shall be solely responsible for all costs related to the relocation of its Small Wireless Facility to the Alternative Premises. In the event that a suitable Alternative Premises cannot be identified, Licensee may terminate the applicable Site Specific Permit. In the event of an emergency, which for purposes of this Agreement shall be considered any imminent threat to health, safety and welfare of the public, Licensor must provide as much notice of the removal, relocation or replacement of a Utility Pole as reasonably practical under the circumstances.
- 4.8.2. **Damage to Utility Pole.** In circumstances where the Utility Pole is damaged, the Licensor shall have the right to remove the Utility Pole and transport the Small Wireless Facilities to the Licensor's facilities. The Licensor shall notify the Licensee of the damaged Utility Pole as soon as reasonably practical. The Licensor shall have discretion to replace the Utility Pole, as set forth in Section 4.8.1. The

Licensee shall be solely responsible for all costs related to the removal and/or reinstallation of its Small Wireless Facilities. If the utility pole needs to be replaced, and the utility pole to be replaced is or was a non- standard design or type in order to accommodate the Licensee's Small Wireless Facility, and recovery from the liable party who damaged the pole is not available, the Licensee shall be solely responsible for the incremental costs of the replacement utility pole over the cost of a standard pole.

4.8.3. **Right-of-Way Only**. This Agreement shall only apply to Site-Specific Permits for Small Wireless Facilities located on Licensor Utility Poles and Wireless Support Structures that are located entirely within the Right-of-Way.

### 5.0. Other Rights and Obligations of Licensee.

- 5.1. Rights and Obligations after Installation of Small Wireless Facilities. Except as set forth in this Section or as allowed by applicable Laws, should Licensee wish to modify the form, fit, or function of any Small Wireless Facility during the term of this Agreement, Licensee may request, in writing, the Licensor's approval and authorization to add, attach, install, move, repair, replace, or otherwise alter or change the Licensee's Small Wireless Facilities in a manner consistent with this Agreement and with the Act and Title 5, Chapter 16 of the Village Code. All written requests for this purpose shall be filed with the Licensor's Representative, who may revise the Site-Specific Permit for such Work subject to appropriate reasonable conditions, or require a new permit. All Work on the Utility Poles shall comply with the applicable Laws, including the Municipal Code.
- 5.1.1. **Routine Maintenance.** The Licensee shall not be required to obtain approval or a permit to perform routine maintenance. However, the Licensee shall notify the Licensor, in writing, of any routine maintenance at least forty-eight (48) in advance of the maintenance. Written notice of routine maintenance shall be provided as set forth in Section 13.19, by phone to \_\_\_\_\_\_ or by e-mail transmission to \_\_\_\_\_\_.
- 5.1.2. Replacement of Small Wireless Facilities. If the Licensee is seeking to replace a Small Wireless Facility with a Small Wireless Facility that is substantially similar and the same size, or smaller, than the existing Small Wireless Facility, the Licensee does not need to receive written authority or any additional permits from the Licensor. At least ten (10) days prior to the planned replacement, the Licensee shall notify the Licensor of the planned replacement and provide the Licensor with (i) the equipment specifications for the replacement of equipment, which shall include the equipment type and model numbers for the antennas and all other wireless equipment associated with the replacement Small Wireless Facility; and (ii) information sufficient to establish that the replacement Small Wireless Facility is substantially similar. The Licensee shall provide all information necessary and requested by the Licensor to establish to the Licensor that the replacement Small Wireless Facility is substantially similar.
- 5.1.3. **Micro Wireless Facilities.** The installation, placement, maintenance, operation, or replacement of Micro Wireless Facilities, as defined in the Act, that are suspended on cables that are strung between existing utility poles in compliance with applicable safety codes do not require an application or authorization from the Licensor. However, the Licensee shall still notify the Licensor, in writing, of any work on Micro Wireless Facilities under this subsection at least forty-eight (48) in advance of that work.

- 5.1.4 **Traffic Plan.** If any of the work performed in this Section involves activities that affect traffic patterns or require lane closures, the Licensor may require the Licensee to obtain a Right-of-Way permit.
- Due Care. Licensee shall at all times use due care to insure that no damage, beyond reasonable wear and tear, is caused to Utility Poles, Wireless Support Structures, Rights-of-Way, or Licensor Facilities, conduits, or any other portion of the Licensor's or others' property, including but not limited to: ground surfaces, landscaping, paved surfaces, swales, sewer drainage features, fibers, wires, cables, poles and/or conduits lawfully located on or about Utility Poles, or other physical structures on which the Licensee intends to attach and/or install Licensee's Small Wireless Facilities. Any damage which is caused by the Licensee shall be reported to the Licensor's emergency contact listed in Section 13.19 herein and in writing to the affected Party within forty-eight (48) hours of the damage. Licensee shall install, use, operate, maintain, repair, remove, reattach, reinstall, relocate, and replace its Small Wireless Facilities in safe condition and good repair and in compliance with the requirements and conditions of this Agreement, and applicable Laws. Licensee shall ensure that its employees, agents or contractors that perform work in connection with its Small Wireless Facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.
- 5.3. **Identification of Facilities.** Licensee shall identify its Small Wireless Facilities, including, without limitation, its fibers, wires, and cables and equipment enclosures with appropriate durable visible identification tags that describe the Licensee's name, number, color, identification, code, size, and manufacture of Licensee's Small Wireless Facilities. Licensee shall consult with the Licensor Representative to make certain that such identification tags are specific to the Licensee so as not to be confused with other Entities lawfully within the area of Licensee's Small Wireless Facilities. Licensee shall comply with J.U.L.I.E protocol and shall have sole responsibility to locate Licensee's Small Wireless Facilities. Upon a change in ownership or control of Small Wireless Facilities, the new Entity shall provide updated identification tags within fourteen (14) days.
- 5.4. **Interference.** Licensee agrees that its license is subject at all times to the Licensor's right to use its Utility Poles and Wireless Support Structures as set forth in this Agreement. The Licensee's operation of Small Wireless Facilities shall not interfere with the frequencies used by a public safety agency for public safety communications, both present and future frequencies. Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency. In the event any after-installed Licensee's Small Wireless Facilities cause such interference, and after Licensor has notified Licensee in writing of such interference, Licensee, at its sole expense, will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, powering down such Small Wireless Facilities and later powering up such Small Wireless Facilities for intermittent testing. The Licensor may terminate a permit for a Small Wireless Facility based on such interference if the Licensee is not making a good faith effort to remedy the problem. With respect to interference with public safety

frequencies, good faith effort must be action in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

5.4.1 Subject to the provisions of Section 5.4, Licensee agrees to use its best efforts to minimize any interference caused by its Small Wireless Facilities to any of Licensor's or other Entity's equipment which has been installed prior to Licensee's install of its Small Wireless Facility. In the event that Licensor has a good faith belief that Licensee's Small Wireless Facilities are causing interference in accordance with this Section 5.4.1, the parties shall work in good faith to minimize or cease the interference in a commercially reasonable manner.

### 6.0. Costs and Application Process.

### 6.1. Make Ready Work.

- 6.1.1. For Licensor's Utility Poles that support aerial facilities used to provide communications services or electric service, the Licensee shall comply with the process for make-ready work under 47 U.S.C. 224 and its implementing regulations. The Licensee shall be responsible for all costs associated with make-ready work. The good faith estimate of the municipality for any make-ready work necessary to enable the Utility Pole to support the requested collocation shall include municipality pole replacement, if necessary.
- 6.1.2. For Licensor's Utility Poles that do not support aerial facilities used to provide communications services or electric service, the Licensor shall prove a good-faith estimate for any make-ready work necessary to enable the Utility Pole to support the requested collocation, including pole replacement, if necessary, and shall provide the good faith estimate within ninety (90) days after receipt of a complete application. The Licensee shall be responsible for all costs associated with make-ready work.
- 6.1.3. Fees for make-ready work, including any Licensor Utility Pole replacement, shall not exceed actual costs or the amount charged to Communications Providers for similar work. Make-ready work can include fees and expenses incurred for review by consultants, unless the Licensor's Utility Pole does not support aerial facilities used to provide communications services or electric service.
- 6.1.4 Make-ready work may include work needed to accommodate additional public safety communications needs that are associated with the deployment of public safety equipment for attachment within one (1) year of the application.
- 6.2. **Annual License Fee.** The Licensees shall pay, on an annual basis, an Annual License Fee for each Site-Specific Location in the amount of \$200 or an amount allowed by applicable law and set forth in the Village's Small Wireless Facilities Ordinance. In establishing The Annual License Fee, Licensor shall comply with applicable Laws.
- 6.3 **Timing of Annual License Fee Payments.** Upon the final inspection of a Site-Specific Permit the Licensee shall pay the full Annual License Fee for that Site-

Specific Location. Annual License Fees, for all Site-Specific Locations, shall thereafter be due and payable by the Licensee on January 1<sup>st</sup> of each year.

- 6.4 **Late Payment Interest.** Any Annual License Fees not paid within 60 days of due date will be assessed a rate of 10% per annum from the due date.
- 6.5. **Failure to Pay.** Licensee's failure to pay any costs or Annual License Fees under this Agreement within thirty (30) days of the due date shall constitute a material default. Licensee's obligation to pay all previously incurred costs, fees, and Right-of-Way fees shall survive the expiration or earlier termination of this Agreement. If a failure to pay has not been cured within thirty (30) days of the due date, the Licensee shall remove Licensee's Small Wireless Facilities within the timeframe specified in Section 3.3.1. Licensee's failure to remove within the time required will authorize the Licensor at its discretion to remove said facility pursuant to Section 7 herein.
- 6.6 **Application Process**. Licensee shall submit applications for Site Specific Permits in accordance with the requirements of applicable Laws, including the Village Code. Licensor shall process requests for the collocation of Small Wireless Facilities or Site Specific Permits in accordance with the requirements of applicable Laws, including the Village Code.

# 7.0 Removal of Small Wireless Facilities.

- 7.1. Licensee's Obligation to Remove. The Licensee has an obligation to remove its Small Wireless Facilities, and restore the Utility Pole, Wireless Support Structures, and Rights-of-Ways to their original condition, reasonable wear and tear and casualty damage excepted. This obligation arises: (1) upon the termination or expiration of any Site Specific Permit; (2) when the Licensee is no longer using a Small Wireless Facility to provide Wireless Services; or (3) when the Licensee abandons the Small Wireless Facilities. All of the equipment and Small Wireless Facilities of the Licensee shall remain the personal property of Licensee and Licensee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If Licensee remains on the Property after termination of the Site Specific Permit for a period of less than six months, Licensee shall pay a holdover fee it the amount of \$250 per year until such time as the removal of the Small Wireless Facilities is completed. If Licensee remains on the Property for more than six months after termination of the Site Specific Permit, Licensee shall pay a holdover fee in the amount of \$250 per month until such time as the removal of the Small Wireless Facilities is completed. The Licensor shall have the authority at any time to order and require Licensee to remove and abate any Small Wireless Facilities that are in violation of applicable Laws.
- 7.2. Licensor's Authority to Remove Small Wireless Facilities. In the event that the Licensee fails to remove a Small Wireless Facility within ninety (90) days from the termination or expiration of a Site Specific Permit, or from the date of written notice from the Licensor demanding the removal for abandonment as specified in the Village's Small Wireless Facilities Ordinance, the Licensor shall have the right to take such action

as it deems necessary to remove the Small Wireless Facility, including the authority to engage the services of an independent contractor or through any code provisions regarding the abatement of nuisances. All notices of removal or abandonment shall be sent by certified or registered mail, return receipt requested, by the Licensor to the Licensee at the last known address of the Licensee. The Licensee shall pay the Licensor, within thirty (30) days the Licensor's actual and reasonable cost of removal of the Small Wireless Facility and for any other losses or damages incurred by the Licensor by such undertaking. This obligation shall survive termination or expiration of this Agreement. Alternatively, pursuant to the requirements of the Village Code, the Licensor may use any bond or letter of credit deposited by the Licensee to cover the cost of any removal. If the Licensor removes the Licensee's Small Wireless Facility in accordance with this Agreement, the Licensor shall, where practical, take possession of and hold the Small Wireless Facility at its facilities for a period up to 30 days and notify Licensee that it may take possession of such Small Wireless Facilities from Licensor's facilities at any time prior to the expiration of that time period. The Licensor shall have no obligation to pay or reimburse the Licensee for any Small Wireless Facility removed by the Licensor in accordance with this Agreement.

### 8.0. Installation and Replacement of Small Wireless Facilities.

- 8.1. **Provision of Communication Service.** This Agreement shall include new types of Small Wireless Facilities that may evolve or be adopted using wireless technologies. Licensee shall, at its expense, comply with all Laws in connection with the use of the Rights-of-Ways or other property. For Site-Specific Locations in the Right of Way, said locations may be used by Licensee, seven (7) days a week, twenty-four (24) hours a day, only for the installation, use, operation, maintenance, repair, removal, reattachment, reinstallation, relocation, and replacement of Small Wireless Facilities approved by a Site-Specific Permit by the Licensor from time to time for Communication Services or Wireless Services, and not for any other purpose whatsoever.
- 8.2. **Ongoing Inspections.** The Licensor shall have the ongoing right to inspect any Site-Specific Location or Work related to the Licensee's Small Wireless Facilities as it deems appropriate.
- 8.3. **Unauthorized Installation Charge.** No action or inaction by the Licensor with respect to unauthorized use of any Right-of-Way or other Licensor property shall be deemed to be a ratification of an unauthorized use or waiver of any provision of this Agreement.
- 8.4. **Removal.** Licensee may in its discretion remove its Small Wireless Facilities at its own cost and expense provided that it has given the Licensor Representative notice of the removal and has been issued any necessary permits to do so. Upon removal, Licensee shall not be responsible for the payment of any future Annual License Fee, however, the Licensee shall not be entitled to any refund for License Fees previously paid.

8.5. **Failure to Restore or Remove.** The Licensor may, in accordance with the terms of this Agreement or as otherwise authorized by law, at the Licensee's sole cost and expense, remove Small Wireless Facilities or cause their removal without liability on the part of the Licensor, and the Licensee shall pay the Licensor, within thirty (30) days, the Licensor's actual and reasonable cost of removal and for any other losses or damages incurred by the Licensor by such undertaking. This obligation shall survive termination or expiration of this Agreement.

### 9.0 Indemnity, Waiver, Risk of Loss.

- 9.1. **Licensee Indemnification.** The Licensee agrees to defend, indemnify and hold the Licensor and its elected and appointed officials and officers, employees, agents and representatives (the "Indemnified Parties") harmless from and against any and all injuries, claims, demands, judgments, damages, liability, losses and expenses, including reasonable attorney's fees and costs of suit or defense from personal injury, bodily injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the Licensor's Utility Poles or Rights-of-Way associated with such improvements by the Licensee or its employees, agents, contractors, subcontractors, arising out of the rights and privileges granted under applicable Laws or this Agreement; provided, however that the Licensee has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of the Licensor or its employees or agents.
- 9.2. **Waiver.** The waiver by a Party of any breach or default or violation of any provision, by any other party, shall not be deemed to be a waiver or continuing waiver by that Party of any subsequent breach or default or violation of the same or any other provision.
- 9.3. **Risk of Loss.** The Licensee shall assume all responsibility for promptly reimbursing the Licensor, or its franchisees, for any of their losses or expenses associated with damages caused by the acts or omissions of the Licensee, its employees, agents and/or contractors or subcontractors in the Rights-of-Way, including without limitation to any poles or conduits, sewers, gas, water, electric lines, fiber or cable communication lines, caused by the installation, use, operation, maintenance, repair, removal, reattachment, reinstallation, relocation, and replacement of the Licensee's Small Wireless Facilities. The Licensee shall provide immediate notification to the Licensor or the affected Entity upon the occurrence of any such damage.
- 9.4. **Limitation.** Notwithstanding the foregoing, neither Party shall have any liability to the other under this Agreement or otherwise for special, punitive or consequential damages, including without limitation, damages for lost profits or business interruption.

### 10.0. Insurance Requirements and Securities.

10.1. The Licensee's financial integrity is of interest to the Licensor; therefore, the Licensee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at the Licensee's sole expense, insurance

coverage, which will satisfactorily insure the Licensee and, where appropriate, the Licensor against claims and liabilities which may arise out of the installation, use, operation, maintenance, repair, removal, reattachment, reinstallation, relocation, and replacement of Small Wireless Facilities. Such insurance shall be issued by companies licensed to do business in the State of Illinois, with an A.M. Best's rating of no less than A-VII, and subject to the approval by the Licensor, not to be unreasonably withheld or delayed, unless the Licensee is self-insured.

- 10.1.1 At all times during the period in which a wireless provider's facilities are located on village infrastructure, improvements or in Right-of-Way, the wireless provider shall, at its own sole cost and expense, carry the following insurance coverages:
  - (A) Property insurance for its property's replacement cost against all risks;
- (B) Workers' compensation insurance within statutory limits as required by law; and
- (C) (1) Commercial general liability insurance with respect to its activities on the village infrastructure, improvements or rights-of-way, including coverage for bodily injury and property damage, with limits of: Ten million dollars (\$10,000,000) per occurrence for bodily injury and property damage and Ten million dollars (\$10,000,000) general aggregate.
- (2) The wireless provider shall include the Indemnified Parties as additional insureds on a primary and non-contributory basis, as their interest may appear under this Agreement and applicable Laws, on the commercial general liability policy and shall provide the Licensor with certificates of insurance on ACORD form or its equivalent, and blanket additional insured endorsements in a form reasonably acceptable to the Licensor, as proof of inclusion of the Indemnified Parties in a commercial general liability policy prior to the collocation of any Small Wireless Facility, and shall keep updated certificates and blanket additional insured endorsements proof of inclusion on file with the village at all times that the provider maintains Small Wireless Facilities within the village.
- (D) A wireless provider may self-insure all or a portion of the insurance coverage and limits required by the village. A wireless provider that self-insures is not required, to the extent of the self-insurance, to comply with the requirement that the village be named an additional insured. A wireless provider that self-insures shall provide to the village evidence sufficient to demonstrate its financial ability to self-insure the insurance limits required by the village.
- 10.1.2. The insurance required shall be maintained by the Licensee throughout the terms of the Agreement, and such other period of time during which the Licensee is operating without a license hereunder, or is engaged in the removal of its Small Wireless Facilities.
- 10.1.3. Not later than thirty (30) days prior to any cancellation of the insurance required, the Licensee shall obtain and furnish to the Licensor certificates of insurance evidencing replacement of the required insurance policies. Licensee shall also provide the Licensor with thirty (30) days prior written notice of any such cancellation.

### 11.0. Emergency Contacts.

11.1. Licensee's Duty to Maintain Current Emergency Contacts. Licensee will maintain the emergency contact information current at all times with the Licensor Representative.

# 12.0. Representations and Warranties.

- 12.1. **Representations and Warranties of the Parties.** As of the Effective Date, each Party represents and warrants to the other Party that:
  - 12.1.1. It is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation;
  - 12.1.2. The execution, delivery, and performance of this Agreement and its exhibits are within its powers, have been duly authorized by all legally necessary actions, and do not violate any of its governing documents, any contracts with any joint owners to which it is a party, or any Law;
  - 12.1.3. This Agreement and its exhibits and any other document executed and/or delivered in accordance with this Agreement constitute a legally valid and binding obligation, enforceable against it in accordance with its covenants, terms, conditions, and provisions;
  - 12.1.4. It has not filed and it is not now contemplating the filing for bankruptcy protection and, to its knowledge, no action is threatened against it which would result in it being or becoming bankrupt;
  - 12.1.5. There is not, to its knowledge, pending or threatened against it or any of its affiliates, any legal or administrative proceedings that could materially and adversely affect its ability to perform its obligations under this Agreement; and
  - 12.1.6. No "event of default" or potential "event of default" with respect to it has occurred or is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement.
- 12.2 **Representations and Warranties of the Licensee.** The Licensee represents and warrants to the Licensor that:
  - 12.2.1. The Licensee has all approvals, authorizations, certifications, licenses, and franchises required by the State of Illinois, the FCC and/or any other agency to provide the Communications Service and Wireless Service; and
  - 12.2.2. The Licensee is not aware of any facts or circumstances that would call into doubt the continuing validity of any such approvals, authorizations, certifications, licenses, or franchises; and
  - 12.2.3. There is not pending or, to the Licensee's knowledge, threatened against the Licensee or its parent corporation or any of its subsidiaries or affiliates, any legal or administrative proceedings that could materially and adversely affect the validity of such licenses, authorizations, or franchises; and
  - 12.2.4. All Work to be performed by the Licensee pursuant to this Agreement will be (i) performed in a good and workmanlike manner, consistent with any Permit specifications, manufacturer's specifications, prevailing industry standards, applicable Laws, and the provisions of this Agreement, and (ii) that it will be free from defects.

# 13.0. Miscellaneous Provisions.

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- 13.1. **No Bar to Other Relief.** Nothing contained in this Agreement will prevent or otherwise restrict either Party from pursuing its rights at law or in equity, including injunctive relief and specific performance, in the event of a default and a material breach by the other Party.
- 13.2. **Immediate Relief.** Except for challenges to the validity of this Agreement or portions hereof which are specifically waived and released, nothing in this Agreement shall be deemed or construed to prohibit a Party from obtaining judicial, regulatory, or other relief necessary in order to preserve the status quo or prevent the loss or violation of that Party's rights.
- 13.3. **Amendments.** This Agreement may not be amended except pursuant to a written instrument signed by the Parties.
- 13.4. **Assignment.** Except as provided in Sections 13.4.1 and 13.4.2, Licensee may not directly or indirectly assign, transfer, or convey to another Entity this Agreement or any Site Specific Permit, or any of the rights and obligations of the Licensee established by this Agreement or any Site Specific Permit without written approval of the Licensor. Any assignment or transfer of this Agreement or Site Specific Permit shall be void, and the Licensor may terminate this Agreement or Site Specific Permit if the Licensee attempts to assign or transfer this Agreement or Site Specific Permit without compliance hereof.
  - 13.4.1. The Licensee may assign or transfer this Agreement or a Site Specific Permit to its parent corporation or any subsidiary corporation or affiliate or successor in interest, provided that such parent corporation, subsidiary corporation, affiliate, or successor in interest first agrees, in writing, to be fully bound by this Agreement or the Site Specific Permit and the exhibits and to jointly assume all of the Licensee's obligations and liabilities hereunder, whether arising before or after the date of such assignment or transfer. The Licensor Representative shall be notified of assignment or transfer.
  - 13.4.2. If Licensee sells or otherwise transfers all or substantially all of its assets, then, upon the provision of written approval from the Licensor, which will not be unreasonably withheld, Licensee may assign or otherwise transfer this Agreement or Site Specific Permit(s) and the rights and obligations hereunder without the approval of the Licensor so long as the transferee is not statutorily unfit to hold such a license and first agrees, in writing, to be fully bound by this Agreement and Site Specific Permit(s) and the exhibits and to jointly assume all of the Licensee's obligations and liabilities hereunder, whether arising before or after the date of such assignment or transfer. For the avoidance of doubt, if Licensee owns the underlying land at any site specific location, the mere sale or other transfer of the land shall not affect this License.
- 13.5. **Sublicensing.** The parties agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, certain Small Wireless Facilities deployed by Licensee in the rights-of-way pursuant to this Agreement may be owned and/or operated by Licensee's third-party Wireless Service Providers and installed and

maintained by Licensee pursuant to license agreements between Licensee and such Wireless Service Providers. Such Small Wireless Facilities shall be treated as Licensee's facilities for all purposes under this Agreement provided that (i) Licensee remains responsible and liable for all performance obligations under the Agreement with respect to such facilities, (ii) the Licensor's sole point of contact regarding such facilities shall be Licensee, and (iii) Licensee shall remain responsible and liable for the removal and relocation of such facilities per the Agreement. However, all Wireless Service Providers shall agree, in writing, to be fully bound by this Agreement and to jointly assume all of the Licensee's obligations and liabilities hereunder. Licensee shall not grant such Wireless Service Providers rights of access to such facilities. The Licensor acknowledges that Licensee may include third party-owned equipment in its initial installation of Small Wireless Facilities and that such inclusion shall not be considered a sublicense to a third party subject to the provisions of this section.

- 13.6. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- 13.7. **Exhibits.** As of the Effective Date, all exhibits referred to in this Agreement and any addenda, attachments, and schedules which may, from time to time, be referred to and duly executed amendments to this Agreement, are by such reference incorporated in this Agreement and shall be deemed a part hereof as if fully set forth herein.
- 13.8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of laws rules or principles.
- 13.9. **Headings.** The headings hereof are inserted for convenience of reference only, are not a part hereof, and shall have no effect on the construction or interpretation hereof.
- 13.10. **Independent Contractor.** Each Party to this Agreement acts as an independent contractor and not as an employee of the other Party. Nothing in this Agreement shall be construed to establish a partnership, joint venture, group, pool, syndicate, or agency relationship between the Licensor and the Licensee.
- 13.11. **Resolving Conflicting Provisions.** To the extent the provisions and any other authorizations and approvals required to be obtained by the Licensee from the Licensor are in conflict, the provisions of the Agreement, authorizations and approvals which impose(s) the higher or greater legal duty or obligation upon the Licensee shall take precedence.
- 13.12. **Rules of Construction.** Each Party and its counsel have reviewed this Agreement. Accordingly, the rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the construction and interpretation hereof.

- 13.13. **Severability.** If a court of competent jurisdiction finds or rules that a provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.
- 13.14. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and permitted assignees of the Parties and approved successors.
- 13.15. **Time of Action.** For the purposes hereof, the time in which an act is to be performed shall be computed by excluding the first day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any day observed as an official holiday by the Licensor, the time for performance shall be extended to the following Business Day.
- 13.16. **Jurisdiction and Venue.** Exclusive jurisdiction and venue for any and all disputes related in any manner to this Agreement, regardless of their basis or nature, shall be in the Circuit Court of Cook County.
- 13.17. **No Recording.** Licensee shall not record this Agreement or any other document referred to herein without the written consent of the Licensor.
- 13.18. **Entire Agreement.** This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, warranties, agreements, or understandings (whether oral or written) between the Parties relating to the subject matter hereof which are not fully expressed herein.
- 13.19. **Notices.** All notices which shall or may be given pursuant to this Agreement shall be given, in writing, and shall be deemed validly given if delivered or sent by certified mail, return receipt requested, or by commercial courier, provided the commercial courier's regular business is delivery service, and addressed, as follows:

LICENSOR: Village of River Forest 400 Park Avenue

> River Forest, Illinois 60305 Attention: Village Administrator

24/7 EMERGENCY CONTACT: Phone Number

Copy to: Klein Thorpe & Jenkins, Ltd.

20 N. Wacker Drive, Suite 1660 Chicago, Illinois 60606-2903

Any notice to be sent to the Village Manager or Corporation Counsel shall be sent to the same address referred to above.

Licensee:

Chicago SMSA Limited Partnership d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, NJ 07921 Attention Network - Real Estate

24/7 EMERGENCY CONTACT: Phone Number: (800) 621-2622

Copy to:

Chicago SMSA Limited Partnership d/b/a Verizon Wireless 1515 E Woodfield Rd 10th Floor Schaumburg, IL 60173 Attention Network - Legal

13.20. **No Waiver**. A waiver by the Licensor of any breach of one or more of the terms of this Agreement shall not constitute a waiver of any subsequent or other breach of the same or other term, nor shall the failure on the part of the Licensor to require exact, full, and complete compliance with the terms contained herein be construed as changing the terms of this Agreement or as stopping the Licensor from enforcing full compliance with the provisions herein. No delay, failure, or omission of the Licensor to exercise any right, power, privilege, or option arising from any breach shall impair any right, power, privilege, or option, or be construed as a waiver or acquiescence of such breach or as a relinquishment of any right. No right, power, privilege, or option of the Licensor shall be construed as being exhausted by the exercise thereof in one or more of the instances. The rights, powers, privileges, and options given to the Licensor under this Agreement and by law shall be cumulative.

13.21 **Casualty**. In the event of damage by fire or other casualty to a Utility Pole or Wireless Support Structure on which Small Wireless Facilities are located that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Utility Pole or Wireless Support Structure Premises is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Licensee's operations at the Premises for more than forty-five (45) days, then Licensee may, at any time following such fire or other casualty, provided Licensor has not completed the restoration required to permit Licensee to resume its operation at the Premises. terminate the Site Specific Permit upon fifteen (15) days prior written notice to Licensor. Any such notice of termination shall cause the Site Specific Permit to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Site Specific Permit and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Site Specific Permit. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Licensee's use of the Premises is impaired.

13.22 **Applicable Laws.** During the term of this Agreement, Licensor shall use and maintain the Utility Poles, Wireless Support Structures, and Rights-of-Way in compliance with all Laws. Licensee shall, in respect to the condition of the Small Wireless Facilities and at Licensee's sole cost and expense, comply with (a) all Laws

relating solely to Licensee's specific and unique nature of use of the Small Wireless Facilities; and (b) all codes requiring modifications to the Small Wireless Facilities due to the improvements being made by Licensee to the Small Wireless Facilities.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the dates set forth below with their respective signatures, to be effective as of the date of the signature of the last Party to sign.

LICENSEE: Chicago SMSA Limited Partnership d/b/a Verizon Wireless	LICENSOR: Village of River Forest
Ву:	By:
Title:	Title:
Attest:	Attest:
Ву:	Ву:
Title:	Title:
Date:	Date:

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# Village of River Forest Village Administrator's Office

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

### **MEMORANDUM**

Date: September 4, 2019

To: Eric Palm, Village Administrator

From: Lisa Scheiner, Assistant Village Administrator

Subj: Building & Zoning Report – August, 2019

The Village issued 106 permits in August, 2019, compared to 170 during the same month in 2018. Permit revenue collected in August, 2019 totaled \$692,243, compared to \$45,885 in July. Fiscal Year-to-date building permit revenue is 86% of the \$999,740 budgeted. Notable permits included:

- Demolition permits for the TCF Bank building at 800 Harlem Avenue as well as the single family homes at 818, 822, and 826 Harlem Avenue
- New construction permits for The Sheridan senior living community at Chicago and Harlem

### Planned Development Project/Development Review Board Updates

Below please find a summary of the status of approved planned development permits as well as certain pending applications.

### Approved:

- River Forest Townhomes (formerly known as The Promenade) (7820 W. Madison Street -Approved July 13, 2015) – Occupancy permits have been issued to 16 of the 29 units.
- Concordia University (7400 Augusta)
  - Cell Tower/Parking Garage (Approved July 9, 2018) A permit was issued for this project in August, 2018. Work is ongoing and the University has until April 9, 2021 to complete construction for the planned development permit to remain valid.
- Mixed Use Development (Lake and Lathrop) This project was approved on September 17, 2018. Under the Planned Development Ordinance, the developer had until June, 2019 to submit a completed building permit application but has requested an extension that the Village Board will consider. The developer's contractor was issued a permit for exterior demolition in June and those efforts continue. Project updates are available on the Village's website (<a href="www.vrf.us/lakeandlathrop">www.vrf.us/lakeandlathrop</a>).

Senior Care Community (Chicago and Harlem) - This project was approved on October 15, 2018. Building permits were issued for the demolition of the existing buildings is underway and construction of the new building is expected to commence in later summer/early fall. Village staff and the developer hosted a neighbor meeting on August 14. 2019 to discuss the construction activity and establish a means of communication during The developer has 33 months from the date of approval to the construction phase. complete construction (July, 2021) for the planned development permit to remain valid. Village staff and the developer hosted a neighbor meeting on August 14, 2019. Regular regarding the project are available on the Village's website (www.vrf.us/chicagoandharlem).

#### Pending:

• 1101-1111 Bonnie Brae Place: The Development Review Board pre-filing meeting that was scheduled for September 19, 2019 was cancelled at the applicant's request and will likely be rescheduled for October. The developer plans to hold a meeting with neighboring property owners in the coming weeks and plans to submit an application this fall.

#### **Zoning Board of Appeals Updates**

Below please find a summary of the activities of the Zoning Board of Appeals. Please note that, because of the recently adopted Comprehensive Plan, five of the seven Board members (including the Village President) must vote in favor of approval for an item to be approved.

• 824 Harlem Avenue: The Zoning Board of Appeals held a public hearing in August and recommended that the requested variation to construct a privacy fence in the front yard be denied. The Zoning Board of Appeals will meet in September to adopt their findings of fact. Staff anticipates that this matter will be presented to the Village Board of Trustees shortly thereafter for a final decision

#### **Permit and Real Estate Transfer Activity Measures**

#### **Permits**

Month	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
May	124	178	128	205	144
June	144	179	153	135	154
July	150	140	194	131	147
August	144	145	123	170	106
September	180	130	152	116	
October	149	140	119	118	
November	72	98	79	90	
December	79	55	71	51	
January	66	107	69	80	
February	67	87	58	67	
March	109	120	93	101	
April	97	148	136	139	

Month	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Two Month Comparison	294	285	317	301	253
Fiscal Year Total	1,381	1,527	1,375	2,403	551

### **Real Estate Transfers**

	August	August	FY 2020	FY 2019
	2019	2018	Total	Total
Transfers	15	28	44	232

# **Residential Property Demolition**

	August	FY 2020	FY 2019	FY 2018	FY 2017
	2019	Total	Total	Total	Total
<b>Residential Demolitions</b>	3	4	2	4	7

Demolition permit(s) were issued for the following single family home(s):

<u>Address</u> <u>Architectural Survey Notes</u>

818 Harlem Avenue n/a 822 Harlem Avenue n/a 826 Harlem Avenue n/a



# **MEMORANDUM**

TO: Eric J. Palm

Village Administrator

Kurt Bohlmann

FROM: Kurt Bohlmann

Fire Chief

DATE: September 4, 2019

SUBJECT: Monthly Report – August – 2019

The Fire Department responded to 171 calls during the month of August. This is below our average number of calls in comparison to 2018. We experienced 4 fire related calls for the month. Emergency Medical Service calls represented 57% of our response activity for the month of August.

Incident Group	Count
100 – Fire	4
200 – Rupture/Explosion	0
300 – Rescue/EMS	97
400 – Hazardous Condition	3
500 – Service Calls	16
600 – Good Intent	19
700 – False Alarm	32
800 – Severe Weather	0
900 – Special Incidents	0

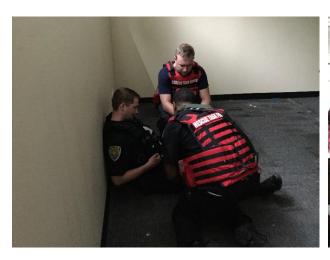
The new alerting system has completed testing and will go "live" on September 3<sup>rd</sup>. There will still be some minor flaws to remedy over the next 6 months but we are happy to have a new state-of-the-art system in operation. We should see a slight decrease in our response times.

The Fire Department continued training at the houses on the 800 block of Harlem Avenue that will be torn down for the Sheridan at River Forest development. Combined training with the River Forest Police

Department and the Elmwood Park Fire Department occurred at the old TCF Bank building. We again want to thank Kaufmann Jacobs for the opportunity to use these sites for training.









The Fire Department brought all of the fire trucks to the River Forest Public Library for their annual Touch-A-Truck day. The kids always love to get up close and learn about the rigs. The firefighters really enjoy teaching the kids.





I attended the IRMA Fire Chief's Steering Committee in Oak Brook. A presentation by HANS showed off their vehicle notification system. The system warns drivers who use WAYZ navigation systems when emergency vehicles are approaching.

Fire Marshal Wiley and I have started the state mandated process of witnessing fire alarm drills at River Forest schools. Each school must have one drill witnessed by the fire department each year.

I went to Stickney to view a presentation on MABAS Division 11's new SCBA maze. The maze gives firefighters practice in travelling through structures and maintaining their orientation in a smoke filled environment. The maze is nearly complete and River Forest will have the opportunity to use it as often as we want.

#### **Incidents of Interest**

RFFD responded to a burning fence in River Forest. Prior to our arrival, the resident extinguished the fire with a garden hose. There was minor fire damage to the bottom of the wooden fence in the rear of the house.

See details below.

#### **Suppression Activities**

For the month of August, we responded to 171 emergency calls, which is below our normal amount of calls. Of this total, 4 were fire related incidents. Two of these fire incidents occurred in River Forest. The other two fire incidents occurred outside of River Forest.

The first incident occurred in River Forest, we responded to a burning fence. Prior to our arrival, the resident extinguished the fire with a garden hose. There was minor fire damage to the bottom of the wooden fence in the rear of the house. We advised the resident to remove the old mulch around the bottom of the wooden fence to prevent future fires.

The second incident was a porch fire in Oak Park. RFFD responded mutual aid and upon arrival, we staged, and were given a disregard by OPFD.

The other two fires were cooking fires that caused no damage. One of these occurred in River Forest and the other one in Forest Park.

#### **Training**

This month the department participated in various training activities such as:

- ➤ All shifts continued their assigned building inspections
- ➤ All shifts started fall hydrant testing
- ➤ Loyola CE this month was Pediatric IMC
- > FF/PM Zipperich taught CPR at Grace Lutheran for faculty
- > FF/PM's McKenna, Basa and Buchholz training to become Engine operators
- Probationary FF/PM McNabb continuing his training
- ➤ All shifts trained at 818, 822 and 826 Harlem and also the TCF bank buildings that are scheduled to be demolished. Training included roof ventilation, ladders, hoseline advancement, search and rescue, salvage and overhaul
- ➤ Red shift hosted a Junior Fire Academy class on 8/5. Stations provided were a turnout gear plus SCBA donning and doffing, walking up hose tower stairs with a tool, advancing a charged 1 3/4" handline, ambulance and paramedic skills with mannequin
- ➤ Lt. Smith and FF/PM Seablom lectured the Junior Police Academy on Fire Investigations on 8/8
- ➤ Gold shift did a practical Rescue Task Force simulation along with RFPD on 8/12
- Red shift participated in the Touch-A-Truck event on 8/14

#### **Paramedic Activity**

We responded to 97 ambulance calls for the month of August, which is below our monthly average number of EMS calls. A detailed monthly EMS report is unavailable at this time.

#### **Fire Prevention**

During the month of August, the Fire Prevention Bureau conducted 12 Regular Inspections and 7 Company Inspections with 48 violations noted and 17 violations corrected. Fire Prevention also completed 2 plan reviews.

A detailed monthly Fire prevention report is available for review.

# POLICE DEPARTU

# Village of River Forest

#### POLICE DEPARTMENT MEMORANDUM

**TO:** Eric Palm- Village Administrator

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

**DATE:** September 4, 2019

**SUBJECT:** August 2019 Monthly Report

#### **Crime Statistics**

The month of August 2019 showed a 43% decrease in Part I offenses in comparison to August 2018. There was a 20% decrease in Part II reported crimes compared to August 2018. A decrease in Theft incidents contributed to the decline in Part I crimes. A decrease in Misdemeanor traffic offenses contributed to the Part II figures. Year-to-date statistics include a 6% reduction in Part I offenses and a 1% decrease in Part II crimes.

	Aug	Aug	Diff.	<b>%</b>	YTD	YTD	Diff.	%
	2019	2018	+/-	+/-	2019	2018	+/-	+/-
Part I*	13	23	-10	-43%	161	172	-11	-6%
Part II**	57	71	-14	-20%	551	557	-6	-1%
Reports***	157	177	20	-11%	1,251	1,285	-34	-3%
Events****	1,273	1,236	37	3%	8,908	12,784	-3,876	-30%

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

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

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

<sup>\*\*\*\*</sup>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 eighty-six (86) calls for service at the Town Center properties in August 2019; of those calls there were nine (9) reported crimes, which included five (5) Retail Thefts, and four (4) Panhandler/Criminal Trespass events. Calls for service at the Town Center are down 22% year-to-date in comparison to 2018, and criminal activity is down 29% in comparison to June 2018.

#### Collaboration and Relationship Strengthening

- Midnight and Afternoon shifts continued extra patrols of parks after hours for curfew, underage drinking, illegal use of narcotics, or other illicit activity.
- Extra traffic missions conducted on Thatcher due to accidents and citizen complaints.
- Extra traffic missions conducted at and near Lake St. business district.
- Extra foot patrols conducted at parks during sporting or other community events.
- Officers attended block parties in the community.
- Hosted WEDGE Bi-annual Executive Meeting at Village Hall.
- Attended Midwest Security & Police Conference in Tinley Park and accepted 2019 Illinois Traffic Safety Challenge Award.
- Bike donation to Working Bikes.
- Meeting with Village Trustee Erika Bachner.
- Officers participated in "Operation Chill" by handing out Slurpee coupons for juveniles who were observed safely operating bikes while wearing bike safety helmets.
- Midnight Shift anti-burglary tactical patrols August 14-18, 2019.
- Day Shift focused traffic enforcement in the areas of Chicago Ave. and Division St.
- Day Shift utilized a back to school safety plan for parking and traffic enforcement in the areas near the schools.
- Day Shift participated in the Annual Touch-A-Truck event on August 14, 2019.
- Day Shift participated in the Temple Event on August 23, 2019.
- Day Shift assisted with the preparation of the Food Truck Rally on August 24, 2019.
- Afternoon Shift produced 2 arrests while deploying Bike Patrols and Tactical Patrols in August.
- Afternoon Shift focused traffic enforcement in the areas of:
  - o Thatcher Ave.
  - o Chicago/Bonnie Brae
  - o Harlem/Greenfield
  - Thatcher/Division
  - Washington/Keystone
- Afternoon Shift Sgt. Czernik assisted with the Junior Citizens Police Academy August 5-9, 2019.
- Afternoon Shift attended block parties throughout the month.

- Afternoon Shift managed a citizen ride-along on August 20, 2019.
- Afternoon Shift officers attended a cook out at the Temple at 1140 Harlem on August 23, 2019.
- Afternoon Shift officers attended the Food Truck Rally on August 24, 2019.
- Afternoon Shift handed out 10 Slurpee coupons as part of the Operation Chill Bike Safety Initiative.

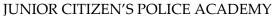


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**BIKE DONATION** 









FOOD TRUCK RALLY

# **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 general traffic, construction related hazards, and personal safety related issues.

# **Ordinance Enforcement Officer Activity Summary for August 2019**

Bank/Metra	17 assignments / 2.9 hours
Errands	10 assignments / 2.75 hours
<b>Local Ordinance Enforcement / Citations</b>	0 assignments / 0 min
Parking Citations	76 Citations
Fingerprinting assignments	1 assignment / 15 min
<b>Administrative Duties</b>	4 assignments / 2.83 hours
Animal Calls	8 calls / 2.83 hours
Vehicle Service	21 assignments / 6.91 hours
Crossings	0 assignments / 0 hours
<b>Bond Hearing / Court</b>	13 assignments / 17.50 hours
Other Assignments	14 calls / 49.28 hours
Adjudication / Red Light Hearing	3 assignments / 5 hours
Other Calls for Service	18 assignments / 7.58 hours

The OEO conducted parking enforcement throughout the Village, resulting in 76 tickets for:

Time Limit	2
No Parking Anytime	2
Fire Lane/Hydrant	0
Handicapped	1
Resident Only Zone	0
Permit Parking Only	9
Daily Parking Fee Zone	31
Other Parking Offense	15
Vehicle License	16
TOTAL	76

# School Resource/Community Service Officer Activity Summary for August 2019

Written Reports	9
Foot Patrols / Premise Checks	35
I-Search and Too Good For Drugs	Re-starting in September
Activities	
Calls for Service	12
Other Assignments	23 assignments / 24 hours
Special Assignments	24 assignments / 113 hours (see below)

#### School and Community-Support Activity Highlights for August 2019

#### Ofc. Ransom completed the following:

- Attended TASER training on 08/01/19 and 08/19/19.
- Attended School Safety meeting at Grace Lutheran on 08/01/19.
- Completed (2) supplemental reports for 19-01081 on 08/02/19.
- Planned, coordinated, and ran the Junior Citizens Police Academy from 08/05/19 08/09/19.
- Met with Fenwick SRO Sperandio and took initial reports for Criminal Damage to Property (19-01161, 19-01162) on 08/12/19.
- Conducted several "Operation Chill Patrols."
- Distributed "back to school" information to the department on 08/12/19.
- Attended Rapid Deployment Training at old TCF Bank on 08/13/19.
- Instructed Grace Lutheran Staff on CPR/AED with Firefighter Zipperich on 08/13/19.
- Attended M Team meeting on 08/15/19.
- Met with all principals and/or front office employees for "back to school check-in" on 08/15/19.
- Sat in on Opioid Task Force conference call on 08/15/19.
- Took initial report for Deceptive Practice at CVS on (08/01/19) and closed case with supplemental report on 08/15/19.
- Instructed Concordia Department of Public Safety (DPS) on Patrol Tactics on 08/19/19.
- Instructed Concordia DPS on Drug Safety and Recognition on 08/20/19.
- Took initial report for Child Custody Dispute (19-01199) on 08/20/19.
- Instructed Concordia DPS on pain compliance and OC spray on 08/21/19.
- Gave juveniles ride to St. Luke's for auction fundraiser on 08/23/19.
- Gave "Week of Welcome" speech to Concordia's incoming freshmen on 08/23/19.
- Began planning Too Good For Drugs program for 2019-2020 school year.
- Attended Food Truck Rally on 08/24/19.
- Sent out community bulletin for battery report 19-01207 on 08/23/19 and updated bulletin on 08/26/19.
- Attended Juvenile Investigation Case Review training from 08/28/19 08/29/19.

#### Upcoming School and Community-Support Activity Highlights for September 2019

#### Ofc. Ransom will:

- Assist Sgt. Czernik with Lincoln Bike Safety Program on 09/04/19 and 09/05/19.
- Begin I-Search with safety assembly on 09/06/19.
- Continue to promote the Free Ride program at our businesses.
- Continue to assist patrol with calls for service.
- Attend Back to School Rally on 09/07/19.

- Attend PYD meeting on 09/11/19.
- Attend Youth Network Council meeting on 09/12/19.
- Attend CCRT webinar on 09/17/19.
- Attend Rifle training course from 09/18/19 19/20/19.
- Attend Advanced ESO training on 09/25/19.
- Monitor school drop off and dismissal at all schools.
- Monitor Crossing Guard performance.

#### 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 Raymond will:

- Monitor parking issues near the various schools.
- Enforce any/all new regulated parking zones recently approved by the village board.
- Monitor crossing guard performance and presence.
- Monitor school crossing guards once school begins.
- 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 Court records communications.
- Assist with Animal control.
- Administer traffic control services during Fire and Police related events.
- Continue to utilize the Automated License Plate Reader to increase efficiency and effectiveness of parking enforcement efforts in an effort to gain better community compliance.

Active Solicitor Permits					
Individual or Organization	Description	Expires			
Renewal by Anderson	Home Repair	12-July-20			
Power Home Remodeling	Home Repair	08-Aug-20			
Power Home Remodeling	Home Repair	01-Oct- 19			
Point Pest Control	Home Services	06-June-20			

# **Budget and Fiscal Monitoring**

#### August 01 – August 31, 2019

August is the fourth month of the new Fiscal Year 2020. During the month of August, parking citation revenue was higher than monthly average projection of \$13,530 for the fiscal year (FY 2020). Administrative tow revenue was slightly above the FY 2020 monthly projection of \$10,754, and local ordinance revenue was higher than the monthly average of \$399 for FY 2020. Overtime costs were lower than the monthly projection of \$15,021 for FY 2020. We will be monitoring and reporting any notable patterns or anomalies that occur during FY 2020.

#### Revenue/Expenditure Summary

Category	Total #	Total # Paid	Expenditure/	FY20 Y-T-D
	Paid FY20	FY20	Revenue FY20	Expenditure/Revenue
	8/19	Y-T-D	8/19	
Parking/Compliance	318	1,240	\$13,535	\$71,295
Citations				
Admin. Tows	22	81	\$11,000	\$40,500
Local Ordinance	3	5	\$530	\$755
Overtime	132 hrs.	826 hrs.	\$7,895	\$51,884

# SignificantIncidents and Notable Arrests:

#### 19-01094 Obstructing ID /DWLS Arrest

On August 1, 2019, a River Forest officer stopped a vehicle for an IVC violation on the 1000 block of Harlem. The driver, a 21-year-old male Cicero resident, initially lied about his identity but it was later determined that he had suspended Driver's License and he was arrested for DWLS. The driver was charged with obstructing ID, DWLS and other traffic charges. The driver was released on bond.

#### 19-01107 Aggravated DUI Arrest

On August 3, 2019, a River Forest officer stopped a vehicle for multiple IVC violations at Harlem and Bloomingdale. The driver, a 25-year-old female Chicago resident, exhibited numerous signs of impairment and indicated further impairment on SFST's. The driver was arrested for DUI and provided a breath sample of 0.194 at the station. The DUI charge was upgraded to a felony due to the fact the driver had no valid driver's license and it was also suspended. The driver was charged with aggravated DUI and other traffic violations. She was transported to bond hearing at the Maybrook Courthouse.

#### 19-01108 Unlawful Delivery of a Controlled Substance/Warrant Arrest

On August 3, 2019, a River Forest officer conducted a traffic stop in the area of Chicago and Ashland. The driver, a 20-year-old woman from Chicago, was arrested for Driving on a Suspended License. The passenger, 34-year-

old man from Chicago, fled the traffic stop on foot after officers recovered numerous baggies of heroin from inside the vehicle. Officers gave chase, a perimeter was established and a yard-to-yard search was conducted. The passenger was located inside an unlocked garage on the 800 block of Lathrop. The driver was cited and released on bond. The passenger was charged with Felony Unlawful Delivery of a Controlled Substance, Resisting a Peace Officer and two warrants. The offender was transported to bond hearing.

#### 19-01110 DWLS Arrest

On August 3, 2019, River Forest units were dispatched to a call of a vehicle on fire in a traffic lane in front of 7648 North Ave. The driver, a 43-year-old female Chicago resident, had suspended Driver's License and she was arrested for DWLS. The driver was charged with DWLS. She was released on bond.

#### 19-01111 Obstructing ID/Warrant Arrest

On August 3, 2019, River Forest units were dispatched to a call of a retail theft at the Walgreens at 7251 Lake St. The offender, a 24-year-old Berkeley resident, was stopped with the proceeds from the retail theft. The subject lied about his identity but it was later determined that he had an outstanding warrant. Walgreens declined to sign complaints for the retail theft so the subject was charged with obstructing ID and the warrant. He was transported to bond hearing at the Maybrook Courthouse.

#### 19-01131 **DUI Arrest**

On August 7, 2019, RFPD units were dispatched to the area of North/Thatcher for calls of a fight and a reckless driver. It was later learned that there was no fight, but concerned citizens were attempting to prevent an intoxicated motorist from driving away. An officer located the vehicle with the intoxicated driver in the 7500 block of Chicago. The driver, a 39-year-old male from Chicago, failed field sobriety tests and was arrested for Driving Under the Influence, and later released on bond.

#### 19-001137 Retail Theft/Resisting Arrest

On August 8, 2019, RFPD units were dispatched to Walgreens after an offender stole \$239 worth of merchandise. An officer located a 47-year-old male from Chicago exiting the CVS in Forest Park who matched the description of the offender. The officer attempted to speak to the male but he attempted to run away. An Oak Park PD sergeant who was nearby helped detain the male and he was arrested, charged with Retail Theft and Resisting a Peace Officer, and later released on bond.

#### 19-01140 **DWLS Arrest**

On August 9, 2019, a River Forest officer stopped a vehicle for an IVC violation at 1140 Harlem. The driver, a 22-year-old female Chicago resident, had no driver's license and it was also suspended so she was arrested for DWLS. The driver was charged with DWLS and another traffic charge. She was released on bond.

#### 19-01141 DWLS Arrest

On August 9, 2019, a River Forest officer stopped a vehicle for an IVC violation at Chicago and Thatcher. The driver, a 26-year-old male Chicago resident, had no driver's license and it was also suspended so he was arrested for DWLS. The driver was charged with DWLS and another traffic charge. He was released on bond.

#### 19-01146 No Valid Driver's License Arrest

On August 10, 2019, a River Forest officer stopped a vehicle for an IVC violation on Lake at Keystone. The driver, a 60-year-old male Chicago resident, had no valid driver's license and he was arrested for no valid driver's license. The driver was charged with No Valid Driver's License and another traffic charges. He was released on bond.

#### 19-01147 Aggravated Speeding Arrest

On August 10, 2019, a River Forest officer stopped a vehicle for speeding, 57 in a 30mph zone at North and Woodbine. The driver, a 31-year-old male Chicago resident, was arrested for aggravated speeding. He was charged with Aggravated Speeding and another traffic charge. He was released on bond.

#### 19-01152 Obstructing/Resisting Arrest

On August 10, 2019, River Forest units responded to a call of a welfare check at 401 Thatcher. Upon making contact with the subject, a 27-year-old Oak Park resident, he became aggressive and refused to leave the park, which was closed after dark. The subject resisted arrest but was eventually taken into custody for obstructing. He was charged with Resisting and Obstructing. He was released on bond.

#### 19-01153 DUI/Obstructing Arrest

On August 11, 2019, a River Forest officer stopped a vehicle for multiple IVC violations in the 700 block of Franklin. The driver, a 42-year-old female Oak Park resident, exhibited numerous signs of impairment but refused to cooperate during the stop and refused to exit the vehicle or submit to SFSTs. The driver was arrested for DUI and refused to submit a breath sample at the station. The driver was charged with Obstructing, DUI, and other traffic violations. She was released on bond.

#### 19-01154 **DUI Arrest**

On August 11, 2019, a River Forest officer stopped a vehicle for an IVC violation at North Ave and Clinton. The driver, a 28-year-old female Berwyn resident, exhibited numerous signs of impairment and indicated further impairment on SFST's. The driver was arrested for DUI and provided a breath sample of 0.192 at the station. The driver was charged with DUI and other traffic violations. She was released on bond.

#### 19-01166 Driving While License Suspended Arrest

On August 12, 2019, an officer conducting traffic enforcement on Thatcher, due to recent personal injury accidents, observed a vehicle violate a "No Left Turn" sign at Thatcher/Augusta. The vehicle was stopped and the driver, a 34-year-old female from Chicago, was found to have a suspended driver's license. The female was arrested for DWLS and later released on bond.

#### 19-01169 Residential Burglary

On August 13, 2019, River Forest units responded to a call of a residential burglary that just occurred at 727 Jackson. The offender was described as a male black wearing a white t-shirt, blue jean and carrying a bag. The investigation revealed that the offender entered the home through an unlocked back door and removed a Louis Vuitton book bag from the back room. An extensive search of the area for the offender yielded negative results. Evidence belonging to the offender was recovered so the investigation is still pending.

#### 19-01181 Driving While License Suspended Arrest

On August 15, 2019, an officer on general patrol near Chicago/Clinton observed a driver texting while driving. The vehicle was stopped and the driver, a 22-year-old male from Chicago, was found to have a suspended driver's license. The male was arrested for DWLS and later released on bond.

#### 19-01185 Driving While License Suspended Arrest

On August 16, 2019, an officer conducting traffic enforcement near Augusta/Franklin due to a recently installed stop sign observed a vehicle fail to come to a complete stop at the intersection. The vehicle was stopped and the driver, a 24-year-old female from Bolingbrook, was found to have a suspended driver's license. The female was arrested for DWLS and later released on bond.

#### 19-01187 DWLR Arrest

On August 17, 2019, a River Forest officer stopped a vehicle for multiple IVC violations on North Ave at Marion. The driver, a 21-year-old male Chicago resident, had a revoked Driver's License and he was arrested for DWLR. The driver was charged with DWLR and other traffic charges. He was released on bond.

#### 19-01189 Driving While License Suspended Arrest

On August 14, 2019, an officer conducting traffic enforcement on Thatcher due to recent personal injury accidents observed a vehicle with an expired registration. The vehicle was stopped and the driver, a 26-year-old female from Maywood, was found to have a suspended driver's license. The female was arrested for DWLS and later released on bond.

#### 19-01191 **DUI Arrest**

On August 18, 2019, a River Forest officer stopped a vehicle for multiple IVC violations in the 400 block of Harlem Ave. The driver, a 32-year-old male Chicago resident, exhibited numerous signs of impairment and indicated further impairment on SFST's. The driver was arrested for DUI and provided a breath sample of 0.171 at the station. The driver was charged with DUI and other traffic violations. He was released on bond.

#### 19-01192 Driving Under the Influence of Alcohol Arrest

On August 18, 2019, a River Forest officer was blocking traffic due to flooding at Harlem and Central. A vehicle disregarding the officer and was stopped in the area of Harlem and Lake St. The 24-year-old driver from Berwyn was arrested for Driving Under the Influence of Alcohol after showing numerous signs of impairment. The front seat passenger, 25-year-old man from Cicero, was arrested for Permitting a Driver to Drive Under the Influence and Resisting Arrest. Both offenders were later released on bond.

#### 19-01214 DUI Arrest

On August 23, 2019, a River Forest officer stopped a vehicle for multiple IVC violations in the 7400 block of North Ave. The driver, a 28-year-old male Melrose Park resident, exhibited numerous signs of impairment and indicated further impairment on SFST's. The driver was arrested for DUI and refused chemical testing at the station. The driver was charged with DUI and other traffic violations. He was released on bond.

#### 19-01218 Soliciting in Roadway Arrest

On August 28, 2019, an officer on bike patrol observed a 29-year-old male walking between cars in the 7200 block of Central holding a sign and asking for money. The officer knew that the male had been previously warned that such activity was illegal, so the male was arrested for soliciting in the roadway and later released on bond.

#### 19-01219 Felony Retail Theft/Criminal Trespass Arrest

On August 24, 2019, River Forest units were dispatched to Jewel for a retail theft that just occurred. Officers located the offender, 39-year-old man from Chicago, in the area of William and Oak. The offender was positively identified by the witness and was found to have taken over eight hundred dollars' worth of over the counter medication. The States Attorney's office was contacted and after hearing the facts of the case and that the offender had numerous previous felony convictions for retail theft, approved felony charges. The offender was charged with Felony Retail Theft and Criminal Trespass to Property. The offender was later transported to bond hearing.

#### 19-01223 DWLS Arrest

On August 25, 2019, a River Forest officer stopped a vehicle for an IVC violation on Lake at Harlem. The driver, a 29-year-old male Chicago resident, had a suspended Driver's License so he was arrested for DWLS. The driver was charged with DWLS and another traffic charge. He was released on bond.

#### 19-01232 Criminal Trespass to Property Arrest

On August 27, 2019, a River Forest officer was conducting a premise check in the Town Center and observed a 43-year-old man from Maywood that had been previously banned from the property. The management company was contacted and wished to sign complaints against the offender. The offender was arrested and charged with Criminal Trespass. The offender was later released on bond.

#### 19-01250 Driving While License Suspended, Warrant Arrest

On August 31, 2019, an officer conducting tactical patrol near the business district observed a vehicle make an improper turn near Lake/Harlem. The vehicle was stopped and the driver, a 28-year-old male from Downers Grove, was found to have two different suspensions on his license and two different warrants for his arrest. The male also initially provided a false name to the officer. The male was arrested for DWLS, Obstructing Identification, and two warrants. He was later transported to the Cook County courthouse for a bond hearing.

The following chart summarizes and compares the measured activity for all three Patrol Watches during the month of August 2019:

	Midnights	Day Watch	Third Watch
	2230-0630	0630-1430	1430-2230
Criminal Arrests	5	6	5
Warrant Arrests	2	3	1
D.U.I Arrests	5	1	2
Misdemeanor Traffic Arrests	8	11	14
Hazardous Moving Violations	51	100	111
Compliance Citations	23	58	36
Parking Citations	164	41	33
Traffic Stop Data Sheets	83	204	189
Quasi-Criminal Arrests/ L.O	3	0	5
Field Interviews	26	14	38
Premise Checks/Foot Patrols	295	121	463
Written Reports	23	66	82
Administrative Tows	7	10	13
Booted vehicles	0	1	0
Sick Time used (in days)	1	2	2

#### **Detective Division**

Detective Sergeant Labriola worked eighteen (18) days performing detective duties.

Detective Fries worked sixteen (16) scheduled days performing detective duties.

Detective Sergeant Labriola and Detective Fries attended WEDGE for two days.

Detective Sergeant Labriola completed numerous Certificates of Purchase from O'Hare Towing.

Detective Fries was reassigned to one (1) patrol shift.

Detective Sergeant Labriola and Detective Fries organized and assisted with the donation of the bicycles in the south garage.

Detective Sergeant Labriola and Detective Fries both completed their annual Taser re-certification.

Detective Sergeant Labriola and Detective Fries both attended BEAST training in Hoffman Estates presented by Porter Lee.

During the month of August, the Detective Unit opened up/reviewed Nine (9) cases for potential follow-up. Of

those cases, three (3) were Administratively Closed, two (2) were Exceptionally Cleared, two (2) are Pending, one (1) is Unfounded, and one (1) was Cleared by Arrest. The Unit also continued to investigate open cases from previous months, as well as assisted the Patrol Division in multiple cases reported in the month of August.

#### **Year-to-Date Arrest Statistics**

Quantity Arrested	# Felony Charges	# Misdemeanor Charges	# Warrants
19	8	11	7

#### **August 2019 Case Assignment Summary**

Part I	# Cases	Cleared by Arrest	Adm Closed	Screen Out	Susp	Except	Pend	Refer	Unfound
Residential Burglary	2.	Affest	1	Out			1		
Agg. Criminal Sexual Assault	1						1		
Burglary	1		1						
Theft	1		1						
Battery	1								1
Assault	2	1				1			
Part I Total	8	1	3	0	0	1	2	0	1
Part II	# Cases	Cleared by	Adm	Screen	Susp	Except	Pend	Refer	Unfound
		Arrest	Closed	Out		Clear			
Suspicious Incident	1					1			
Part II Total	1	0	0	0	0	1	0	0	0
TOTALS	9	1	3	0	0	2	2	0	1

#### **August 2019 Juvenile Arrests**

Offenses	Adjusted	Cited	Petitioned	Referred
Total (0)	0	0	0	0

#### **New Investigations**

#### 19-01083 Theft Under \$500

On July 30, 2019 at 5:07PM a resident in the 000 block of Franklin related that on July 30, 2019 between 4:00PM and 5:07PM and unknown offender took her son's bicycle which was left in the backyard. The unknown offender left behind a bicycle. A check of the bicycle through LeadsOnline was negative, and there is not a known serial number or unique identifiers for the bicycle. The case was Administratively Closed.

#### 19-01092-Residential Burglary

On July 31, 2019 at 8:41M River Forest Officers responded to the 1400 block of Harlem in reference to a Residential Burglary. The resident stated that on July 31, 2019 between 6:13PM and the time of the call an unknown offender forced entry into the residence by breaking the rear door. The resident's adult daughter may have been involved in a Theft, and the resident believed that the offender may have looking to get the stolen property back. The

adult daughter has since moved out, and is not cooperating with investigators. This case was Administratively Closed.

#### 19-01097-Burglary from Motor Vehicle

On August 1, 2019 a resident in the 600 block of Clinton reported his unlocked vehicle was burglarized on August 1, 2019 between 12:00AM and 9:45AM. The offender took cash, medication, an Illinois Identification card, credit cards and miscellaneous items. There were no witnesses, physical evidence or leads. The case was Administratively Closed.

#### 19-01105-Suspicious Activity

On August 2, 2019 at 5:11PM a resident in the 1400 block of Forest related he heard a noise on the back porch and observed a female subject on his back porch who asked if someone was home. The resident then observed a male subject run from his front door and both entered a vehicle to leave the area. The victim did not wish to cooperate with investigators, and the case was Exceptionally Cleared.

#### 19-01135-Aggravated Criminal Sexual Assault

On May 31, 2019 a male subject was arrested for violating an order of protection. The male subject related that the petitioner, a 49-year-old female resident of River Forest sexually abused him when he was a juvenile. It was determined through investigation that the resident is a juvenile probation officer and met the male subject when he was a juvenile housed in the Cook County Juvenile Detention Center. On August 8, 2019 River Forest Investigators worked with the Cook County Sheriff's Department, the Cook County State's Attorney's Office, and the Cook County Inspector General's Office to investigate these claims. Investigators met with the male subject who was unable to provide any evidence of the allegations. His criminal attorney was contacted to advise the male subject to provide evidence of these allegations, and he has yet to do so. Investigators also met with the 49-year-old female and she immediately asked to speak with her attorney. This case is still Pending any new developments from the victim or his attorney.

#### 19-01151-Assault

On August 10, 2019 a juvenile victim related that he was involved in a road rage incident with another driver near North Ave. and William. The offending vehicle pulled over and approached the victim's vehicle with a knife. The victim was able to leave the area unharmed and provided a license plate. The offending driver was identified in a photo lineup as a 35-year-old male from River Forest. Investigators met with the victim and his father where it was later determined that the offender would be issued a local ordinance citation which he was. This case was closed by an Arrest.

#### 19-01169-Residential Burglary

On August 13, 2019 at 3:24AM a resident in the 700 block of Jackson related that she woke up to let the dog out, and found the rear door ajar. She observed a male subject on the back patio going through a bag valued at \$5,000 that was left by her husband in the rear mud room. A check of the area was negative but officers located numerous items of physical evidence left by the offender. Investigators met with the victim twice and showed her photo lineups of known night time burglars. However, positive identifications were made. This case is pending any results from the Illinois State Police Forensic Science Center.

#### 19-01195-Aggravated Assault

On August 19, 2019 at 12:06PM a Dominican University student related that an unknown male subject approached him while he was sitting in his vehicle near the soccer fields of Dominican University. The unknown male began taking pictures of the victim and the victim inquired about why he was taking pictures. The unknown male subject pulled out a folding knife and told the victim that he would kill him and anyone he knows. Dominican personnel believed the subject in question was a husband of one of their employees. The victim tentatively identified the offender, but without a positive identification the case cannot be prosecuted. Investigators met with the wife of the subject who was tentatively identified. She did not provide any information to exonerate him and she was asked to have her husband contact investigators. This case is Exceptionally Cleared pending any new developments.

#### 19-01207-Battery

On August 21, 2109 at 2:44PM River Forest Officers responded to the 600 block of Thatcher in reference to a juvenile subject reporting that an unknown man in a van grabbed her and tried to get her inside of the van. Officers conducted a canvas of the area, and multiple residents related that they did not see anything although they were outside during the alleged incident. Investigators attempted to speak to the juvenile's mother but did not get a call back. Investigators went to the juvenile's home in Chicago and spoke with the mother who was unaware of the incident although the juvenile claimed officers spoke to her mother the day of the incident. It was later determined that the juvenile provided the phone number of an unknown friend's aunt on the day of the incident, and the whole incident never actually occurred. The juvenile recanted her version of the incident and stated that she was not supposed to be out of the house, and got scared so she made up the story so the police would take her home. This case was Unfounded.

#### **Old Cases**

#### 19-00875-Reatil Theft & Warrant

On August 20, 2019 Investigators learned that a 53-year-old male from Chicago was being held in the 25<sup>th</sup> District of the Chicago Police Department. The male subject was wanted for a River Forest Retail Theft warrant as well as the above new case. Investigators took custody of him and he was charged with Retail Theft and the warrant. He was transported to bond hearing.

#### 19-00908-Battery & Theft

On August 15, 2019 Investigators and members of the WEDGE Task Force went to the residence of the 25-year-old female from Chicago. Investigators were unable to make contact with her but left a business card. On August 30, 2019 the offender contacted Investigators and stated she would turn herself in.

#### **Training**

During the month of August 2019, twenty-four (24) officers attended different training classes for a total of three-hundred and fifty-two (352) hours of training. The Department members, courses, and total number of hours included in the course are detailed below.

Officer Name	Course Title	Start	End	Hours
Czernik	Less Lethal Forum	08/12/2019	08/12/2019	8
Heneghan	Testifying in DUI Trial	08/12/2019	08/12/2019	8
Heneghan	Foundational Defensive Tactics	08/26/2019	08/26/2019	8
Ostrowski	Knife Defense	08/13/2019	08/13/2019	8
Ostrowski	Advanced DUI	08/05/2019	08/05/2019	8
Pickens	Testifying in a DUI Trial	08/12/2019	08/12/2019	8
Pickens	Knife Defense	08/13/2019	08/13/2019	8
Ransom	Juvenile Investigate Case Review	08/28/2019	08/29/2019	16
Sheehan	Ground Fighting Tactics	08/21/2019	08/22/2019	16
Szczesny	Advanced DUI	08/05/2019	08/05/2019	8
Szczesny	SUV Driving Course	08/14/2019	08/16/2019	24
Tagle	Foundational Defensive Tactics	08/26/2019	08/26/2019	8
Zermeno	Ground Fighting Tactics	08/21/2019	08/22/2019	16
Labriola	BEAST User Group Training	08/13/2019	08/13/2019	8
Fries	BEAST User Group Training	08/13/2019	08/13/2019	8
Department	TASER Certification Course	08/16/2019	08/28/2019	192
Totals				352

During the month, in-service training for twenty-four (24) Department members included an 8-hour TASER certification course.



#### **MEMORANDUM**

**DATE:** September 5, 2019

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

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

**SUBJECT:** Monthly Report – August 2019

#### **Executive Summary**

In the month of August, the Department of Public Works continued with summer operations and focused on completing sign installations for the safe routes to school project, sewer cleaning and televising, underground sewer and water repair, and watering newly planted trees. Multiple capital improvement projects were completed in August. The sewer lining project, pavement preservation project, curb and sidewalk program, and permeable paver maintenance projects were completed. Permeable paver maintenance was performed in several alleys and the west Thatcher commuter parking lot. This work consisted of power washing the debris out of the joints between the permeable paver bricks and refilling them with new stone aggregate in order to provide an improved infiltration rate for stormwater. Alley reconstruction is currently underway on four different alleys throughout the Village. Each alley will be completely reconstructed with concrete on the edges and permeable pavers installed in the center of the alleys to improve drainage and capture stormwater before it can enter the combined sewer system.

The installation of pedestrian crossing signs and stop signs for the safe routes to school project was completed in August. This project consisted of installing 99 signs throughout the Village. The thermoplastic striping of crosswalks and stop bars for this project was also completed in August. Public Works staff completed a catch basin repair at 1122 Franklin. The catch basin was collapsed and had to be completely rebuilt. Village and Public Works administrative staff continue to meet with Public Works Union (Local 150 operating engineers) representatives to negotiate the union contract. These meeting will continue until an agreement can be reached on the conditions for a new contract with union Public Works employees.

Public Works staff participated in the "touch a truck" event on Jackson Ave. next to the library. The loader, dump truck, and skid steer were on site and children were happy to see the vehicles:



Public Works items approved/discussed by the Village Board of Trustees in August:

 Award of Bid and Contract for Water Tower Rehabilitation Project to Seven Brothers Painting, Inc. for \$284,200

#### **Sustainability Commission Report**

- The commission submitted an article on the Parkway for Pollinators program to Green America.
- Mike Sletten and the Park District Board were informed about the mapping of the native gardens. Commissioner Moller also wrote and thanked them for their support of the Village's composting program.
- Gary Cuneen presented the Report Card at our commission meeting last night. We
  continue to work with him on energy plans while pursuing River Forest's interests as
  well. Gary is kept in the loop of projects and use his expertise when appropriate.
- George Strom will be ready to meet soon regarding upgraded services.

- The commission is planning on submitting an application for the Metropolitan Water Reclamation District's Sustainability Summit awards regarding our Parkway for Pollinators.
- Commissioner Basney and John Anderson continue meetings on the Bike Plan, they met
  with Wheel and Sprocket regarding the bike tool center donation and they met with
  Matt Gomez from the Illinois Active Transportation Alliance regarding the Des Plaines
  River trail. We will continue to work with Public Works on funding opportunities and
  getting the plan implemented in the phases that are outlined.
- Ellie Raidt our student commissioner attended her first meeting

At the most recent meeting, the commission decided to refine our goals to focus more on energy. We want to focus on what we can do that will have the biggest on climate change. We will continue our current programs but hope not to add any other initiatives at this time.

#### **Engineering Division Summary**

- Reviewed 9 grading permits
- Conducted monthly Combined Sewer Overflow (CSO) inspection
- Completed the 2019 Sewer Lining Project
- Completed the 2019 Pavement Preservation Project
- Started construction of the 2018 Green Alley Improvement Project
- Started construction of the Thomas St. Alley Improvement Project
- Completed the 2019 Curb and Sidewalk Replacement Project
- Completed the 2019 Paver Maintenance Project
- Established the scope for the 2019 Street Patching Project
- Continued permit process for the 2019 Water Main Improvement Project
- Continued to coordinate development projects at Chicago/Harlem and Lake/Lathrop
- Participated in Quarterly Program Alignment Meeting with MGP for the Village's Geographic Information System

#### Public Works – Operations

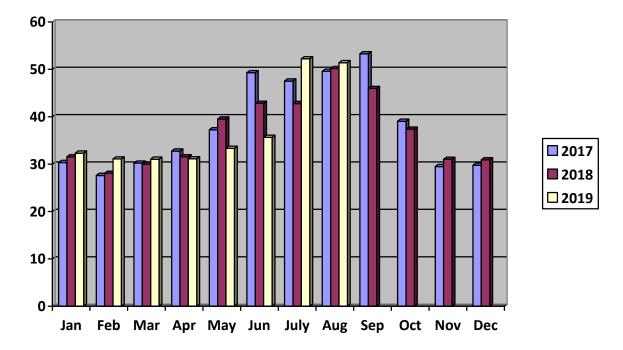
The following is a summary of utility locate requests received from JULIE (Joint Utility Locating Information for Excavators) and work orders (streets, forestry, water, sewer, etc.) that were received and processed during the past 12 months:

	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug
Utility Locates	187	143	79	34	28	21	72	127	226	210	457	311
Work Orders	59	29	39	25	9	20	15	32	39	61	54	46

#### Water and Sewer

Monthly Pumpage: August's average daily pumpage of 1.66 million gallons (MG) is slightly higher than August's average of 1.62 MG in 2018.

#### Volume of Water Pumped into the Distribution System (Million Gallons)



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.

Water main/service line breaks were repaired at the following locations:

The 7300 block of Division – On 8/16 it was noted in this year's leak survey that a leak may be occurring in this location. Water personnel used listening equipment to correlate the leak location and have it repaired.

310 Gale – On 8/20 a break occurred at this location early in the morning. The 200 and 300 blocks of Gale were affected for the shutdown and the break was repaired by Suburban General Construction by mid-day.

915 and 925 Lathrop – service line breaks were repaired on 8/23. These leaks were noted on this year's leak survey.

The Water Division personnel performed these additional tasks in August:

- Responded to 411 service calls
- Installed 3 water meters

#### **Streets and Forestry**

Staff in the Streets and Forestry division focused heavily on street sweeping, sewer jetting/televising, and sign repairs/fabrication. These are the details of the tasks performed frequently in the month of August:

Description of Work Performed	Quantity
Street Sweeping (curb miles)	273
Sign Repairs/Fabrication	55
Inlet/Catch Basin Cleaning	2
Sewer Jetting (linear feet)	11,112
Sewer Televising (linear feet)	10,932



# Village of River Forest Village Administrator's Office

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

# **MEMORANDUM**

Date: September 5, 2019

To: Eric Palm, Village Administrator

From: Lisa Scheiner, Assistant Village Administrator

Subj: Village-Wide Performance Measurement Report – August 2019

Building Department Performance Measures	FY 2019 Actual	FY 2020 Goal	August Actual	FY 2020 YTD
Plan reviews of large projects completed in 21 days or less	75% (98 of 130)	95%	55% (6 of 11)	86% (57 of 66)
Average length of review time for plan reviews of large projects	18.1 days (Monthly Avg)	>21	23.64 days	20.3 days (Monthly Avg)
Re-reviews of large projects completed in 14 days or less	92% (160 of 174)	95%	96% (26 of 27)	99% (83 of 84)
Average length of review time for plan re-reviews of large projects	10.1 days (Monthly Avg)	>14	8.52 days	9.9 days (Monthly Avg)
Plan reviews of small projects completed in 7 days or less	100% (185 of 185)	95%	100% (13 of 13)	100% (81 of 81)
Express permits issued at time of application	100% (231 of 231)	100%	100% (26 of 26)	100% (89 of 89)
Inspections completed within 24 hours of request	100% (1576 of 1576)	100%	100% (161 of 161)	100% (558 of 558)
Contractual inspections passed	93% (1459 of 1576)	80%	94% (151 of 161)	95% (529 of 558)
Inspect vacant properties once per month	100% (210 of 210)	100%	100% (19 of 19)	100% (74 of 74)
Code violation warnings issued	179	N/A	15	91
Code violation citations issued	40	N/A	2	15
Conduct building permit survey quarterly	4	1 per quarter	0	1
Make contact with existing business owners	60	5/month 60/year	5	15

Fire Department Performance Measures	FY 2019 Actual	FY 2020 Goal	August Actual	FY 2020 YTD
Average fire/EMS response time for priority calls for service (Includes call processing time)	4:13 minutes	5 Min	4:31 minutes	4:13 minutes
Customer complaints and/or public safety professional complaints	0%	<1%	0%	0%
All commercial, multi-family and educational properties inspected annually	334	335 inspections	19	94
Injuries on duty resulting in lost time	1	<3	0	1
Plan reviews completed 10 working days after third party review	2.17 days on average	<10	3. days on average	2.5 days on average
Complete 270 hours of training for each shift personnel	4792.8	4824	457.	1788.25
Inspect and flush fire hydrants semi- annually	455	445 annually	219	219

Police Department Performance Measures	FY 2019 Actual	FY 2020 Goal	August Actual	FY 2020 YTD
Average police response time for priority calls for service (Does not include call processing time)	4:53 minutes	4:00	4:50 minutes	4:51 minutes
Injuries on duty resulting in lost time	2	0 Days Lost	0	0
Reduce claims filed for property & vehicle damage caused by the Police Department by 25%	7	<3	1	2
Maintain positive relationship with the bargaining unit and reduce the number of grievances	0	0%	0	0
Reduce overtime and improve morale by decreasing sick leave usage	116 days	10% reduction	30 days	83 days
Track accidents at Harlem and North to determine impact of red light cameras	17 accidents	10% reduction	0 accidents	2 accidents
Decrease reported thefts (214 in 2012)	167	5% reduction	7	68
Formal Citizen Complaints	0	0	0	0
Use of Force Incidents	10	0	2	8
Send monthly crime alerts to inform residents of crime patterns and prevention tips	148	1 email/ month; 12 emails/year	16	49

Public Works Performance Measures	FY 2019 Actual	FY 2020 Goal	August Actual	FY 2020 YTD
Complete tree trimming/pruning service requests within 7 working days	98% (171 of 175)	95%	100% (18 of 18)	97% (93 of 96)
Complete service requests for unclogging blocked catch basins within 5 working days	100% (8 of 8)	95%	N/A (0 of 0)	100% (3 of 3)
Percent of hydrants out of service more than 10 working days	0.00% (0 of 2640)	<1%	0.00% (0 of 440)	0.00% (0 of 1760)
Replace burned out traffic signal bulb within 8 hours of notification	N/A	99%	N/A	N/A
Complete service requests for patching potholes within 5 working days	100% (12 of 12)	95%	N/A (0 of 0)	100% (5 of 5)
Repair street lights in-house, or schedule contractual repairs, within five working days of notification	96% (23 of 24)	95%	100% (1 of 1)	100% (5 of 5)
Safety: Not more than two employee injuries annually resulting in days off from work	1	≤2	0	0
Safety: Not more than one vehicle accident annually that was the responsibility of the Village	2	≤1	0	0
Televise 2,640 lineal feet of combined sewer each month from April – September	165% (26196 of 15840)	2,640/ month (15,840/ year)	414% (10932 of 2640)	247% (26042 of 10560)
Exercise 25 water system valves per month	43% (117 of 275)	25/month (300/year)	164% (41 of 25)	51% (51 of 100)
Complete first review of grading plans within 10 working days	100% (98 of 98)	95%	100% (9 of 9)	100% (54 of 54)

N/A: Not applicable, not available, or no service requests were made



# **MEMORANDUM**

Date: September 9, 2019

To: Catherine Adduci, Village President

Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Village Administrator's Report

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

- k	6 ·	
Thursday, September 12	7:30 pm	Zoning Board of Appeals Meeting – Cancelled
Friday, September 13	7:30 am	Economic Development Commission Meeting
Monday, September 16	7:00 pm	Committee of the Whole (C.O.W.) Meeting – Cancelled
Tuesday, September 17	7:00 pm	Plan Commission Meeting – Cancelled
Wednesday, September 18	7:30 pm	Traffic & Safety Commission Meeting
Thursday, September 19	7:30 pm	Development Review Board Meeting - Cancelled
Thursday, September 19	7:30 pm	Zoning Board of Appeals Meeting – Rescheduled 9/12 meeting
Monday, September 23	7:00 pm	Village Board of Trustees Meeting

#### Recent Payments of >\$10,000

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

Vendor	Amount	Description
Klein Thorpe and Jenkins Ltd	\$15,353.28	Legal Consulting
Avalon Petroleum Company	\$10,707.20	Gasoline/Diesel Fuel for Village Vehicles
Benistar/Hartford	\$10,960.43	Retiree Insurance Premiums
Ernst & Young LLP	\$13,358.00	Consulting – Lake & Park
MOE Funds	\$10,446.00	PW Employee Health Insurance
NG Plumbing Inc	\$13,500.00	Water Service Maintenance
Old World Brick Paving	\$12,501.00	Permeable Paver Maintenance

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

#### **MEMORANDUM**

Date: September 6, 2019

To: Eric Palm, Village Administrator

From: Lisa Scheiner, Assistant Village Administrator

Subi: Recreational Cannabis Business Establishments

#### **Issue:**

Governor Pritzker recently signed House Bill 1438, known as the Cannabis Regulation and Tax Act (CRTA), which allows cannabis to be sold at licensed facilities, and consumed for recreational purposes for adults age 21 and over. These changes will become effective January 1, 2020. The CRTA includes a number of provisions that impact municipalities and action by the Village Board is required before the end of the year regarding local land use regulations related to cannabis business establishments (CBEs).

On August 26, 2019, the Village Board of Trustees directed staff to schedule a community meeting at 6 p.m. on September 9<sup>th</sup> regarding the possibility of permitting the sale of cannabis and the location of CBEs in River Forest. At its regularly scheduled September 9<sup>th</sup> at 7 p.m., the Village Board of Trustees is being asked to direct the Zoning Board of Appeals to hold a public hearing to consider text amendments to the Zoning Ordinance regarding zoning regulations related to CBEs within the Village's corporate boundaries.

#### **Analysis**:

Should the Village Board of Trustees wish to permit CBEs in River Forest, the following policy matters should be considered:

Location Regulations – Under the CRTA, there will be a limited number of licenses issued by the State within each region. River Forest belongs to the Chicago-Naperville, Elgin region, which will receive up to 47 licenses in 2020.

The CRTA also establishes certain minimum requirements for the location of CBEs which, combined with possible local regulations, will limit the location and number of facilities that may be located in River Forest if the use is permitted. The CRTA dictates that CBEs may only be located on properties zoned for commercial use. The Village's commercially zoned areas

consist of Madison Street (C2 Commercial District), Lake Street (primarily the C3 Central Commercial District West of Lathrop and the ORIC District East of Lathrop), North Avenue (C1 Commercial District) and Harlem Avenue (select properties are located in the C2 Commercial District).

The CRTA also requires that there must be a minimum distance of 1,500 feet between CBEs (measured from property line to property line). For example, there is currently a medical dispensary in Oak Park on Lake Street, east of Harlem Avenue that is applying to hold a recreational license as well. As a result, a CBE could not currently be located in Town Center because it is within 1,500 feet of another dispensary.

The CRTA gives the Village the authority to establish additional local regulations, provided they do not conflict with the state's minimum requirements. Staff recommends that the Village Board establish minimum distance requirements between recreational CBEs and "sensitive uses" and that those sensitive uses be defined as preschools, elementary schools, and secondary schools. Please note that the Village's current liquor restrictions prohibit anyone from holding a liquor license within 100 feet of a school (measured from property line to property line) and 100 feet from a church (measured building to building). Practically speaking, the churches that are currently located near the commercial zoning districts where CBEs could be located also operate schools, so defining schools as "sensitive use" would also incorporate those churches.

If the Board implements a distance restriction between CBEs and schools, when combined with the state's zoning district and minimum distance requirements, there are limited locations within the Village's commercial zoning districts where CBEs may be located. Attached please find an exhibit demonstrating where a recreational CBE could be located in River Forest if the Village Board implemented the proximity restriction recommended above. As demonstrated by the exhibit, there are no commercial properties on Harlem Avenue where a CBE could be located for the foreseeable future due to distance restrictions in the CRTA and current land uses. There are locations on Madison Street, North Avenue, and Lake Street where a CBE could be located, however, the proximity restrictions and limited licenses available under the CRTA, as well as market realities, make it unlikely the Village would have more than one or two recreational CBEs located within its boundaries.

With regard to medical dispensaries, the Village is prohibited from banning the use altogether, however, there is currently no location where the use can be accommodated in River Forest given the location restrictions established in the Medical Cannabis Pilot Program Act, passed in 2013. The MCPPA currently states that a medical dispensary may not be located within 2,500 feet of the property line of pre-existing public/private preschools, elementary or secondary schools, daycare centers or home daycares or childcare facilities, or areas zoned for residential use.

*Use Regulations* - If permitted, the Village has the ability under the CRTA to determine which types of CBE uses may be located in River Forest. The CRTA establishes the following Adult Use Cannabis License categories:

 Cultivation Center: Facilities up to 210,000 square feet of canopy space where plants are cultivated, processed, and transported to provide cannabis and cannabis-unfused products

- to other CBEs. Cultivation centers require large plots of land that River Forest is unlikely to be able to accommodate.
- Craft Grower: Facilities up to 14,000 square feet where adult use cannabis is cultivated, dried, cured, and packaged for sale at a dispensing or processing location. River Forest may have properties that can accommodate the space needs of this use.
- Dispensing Organization: Facilities where adult use cannabis is acquired from a craft grower, cultivation center, or another dispensary, for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia, or related supplies to purchasers. Current industry trends seek to locate dispensaries in busy commercial corridors and there is an emphasis within the industry on high-end design for these facilities. River Forest has properties that can accommodate the space and design needs of this use.

The state will also issue licenses for infuser organizations and transporter organizations, however, those licenses will likely be ancillary to the cultivation centers, craft growers and dispensaries and not standalone facilities. From a land use perspective, the Village Board of Trustees should concern itself with determining whether to permit the three main use types. Based on industry trends, space requirements, and state regulations, staff recommends that the Village Board only consider permitting dispensing organizations and craft growers in River Forest.

The CRTA allows, and Staff further recommends, that dispensing organizations and craft growers be considered a Special Use in the commercial zoning districts. The Village's special use process recognizes that there are certain types of uses which, because of their specific characteristics or the services which the provide, should not be permitted without consideration of the impact of the use upon neighboring land owners. The Special Use process allows the Zoning Board of Appeals to recommend and the Village Board of Trustees to attach conditions to the approval that are deemed necessary to have the proposed use meet the standards set forth in the Zoning Ordinance and to prevent or minimize adverse impacts to other properties in the immediate vicinity. Conditions may include, but are not limited to, size, bulk, and location, landscaping, signage, outdoor lighting, ingress and egress, hours of operation, and other conditions that are not in conflict with the CRTA. The Special Use process will also allow all Village Departments, including public safety, to review the application and recommend conditions of approval.

Please note that the CRTA establishes certain operating restrictions on dispensaries including the following: they may only operate between the hours of 6:00 a.m. and 10:00 p.m., there must be at least two employees on site at all times, they may not operate when video surveillance, point-of-sale equipment, and the State's electronic verification system are inoperative, they may not have drive-through windows or vending machines, and they may not transport or deliver cannabis to residences or other locations where a purchaser may be located. There are restrictions on what they can sell (alcohol is prohibited except tinctures), how products must be packaged, what steps they must take before cannabis is sold or dispensed, and more.

Finally, with regard to land use issues, under the CRTA the Village Board can determine whether or not it will permit consumption of cannabis in a "smoking lounge" inside a CBE.

Industry trends do not require that CBEs include a "smoking lounge" to be successful. Staff recommends that smoking lounges and on-site consumption be prohibited.

Whether the Village permits or prohibits recreational CBEs, the Zoning Ordinance should be updated to reflect the Village's land use policy decisions regarding recreational cannabis facilities and the statutory requirement that medical cannabis facilities be allowed as a special use in the Village. Regulations should be enacted by the end of the calendar year and may require several amendments to the Zoning Ordinance. The Village Board should direct the Zoning Board of Appeals to conduct a public hearing to consider amendments to the Zoning Ordinance regarding zoning regulations related to CBEs within the Village's corporate boundaries. A hearing will be conducted in October, findings of fact adopted in early November, and a recommendation brought to the Village Board of Trustees in late November for final action. The Village will utilize the recently approved public meeting notices wen processing these text amendments.

#### Requested Action(s):

If the Board wishes to permit cannabis business establishments in River Forest, the following Board actions are requested: Motion to direct staff to submit an application for text amendments to the Zoning Ordinance regarding cannabis business establishments under the Illinois Cannabis Regulation and Tax Act ("CRTA") and medical cannabis establishments under the Illinois Compassionate Use of Medical Cannabis Pilot Program Act, with the proposed amendments being those which may receive the consensus of the Village Board at this evening's meeting, including:

- 1. Allowing cannabis dispensaries and craft growers operating under the CRTA as a special use in the C1, C2, C3 and ORIC Zoning Districts;
- 2. Prohibiting cannabis cultivation centers, processing organizations and transporting organizations operating under the CRTA in the C1, C2, C3 and ORIC Zoning Districts;
- 3. Allowing medical cannabis dispensaries as a special use in the C1, C2, C3, and ORIC Zoning Districts;
- 4. Allowing medical cannabis cultivation centers as a special use in the in the C1, C2, C3, and ORIC Zoning Districts; and
- 5. Prohibiting consumption of cannabis on the premises of any cannabis business establishment

#### **Attachment:**

Exhibit 1: Possible CBE Locations in River Forest Commercial Corridors

#### **Exhibit 1: Possible CBE Locations in River Forest Commercial Corridors**

This exhibit assumes a 100-foot minimum distance requirement between preschools, elementary and secondary schools, and CBEs. Please note that CBEs are only permitted in commercial zoning districts under the CRTA, and that CBEs must be located no less than 1,500 from each other. All distances are measured from property line to property line. Properties inside the <a href="mailto:yellow">yellow</a> boundaries indicate locations where a CBE could be located. Also note that the only uses that would be allowed in these corridors are for recreational CBEs, not medical, due to the current state restrictions.

#### North Avenue Corridor<sup>1</sup>



#### Lake Street Corridor<sup>2</sup>

LINDEN ST

228 224 218



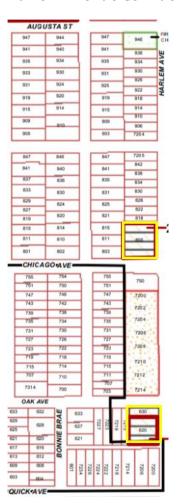
<sup>&</sup>lt;sup>1</sup> The North Avenue commercial corridor measures approximately 4,900 feet from Thatcher Avenue to Harlem Avenue. The distance between Thatcher Avenue and west of St. Vincent's is approximately 2,300 feet. The distance between Harlem Avenue and east of Keystone Montessori is approximately 1,190 feet.

<sup>&</sup>lt;sup>2</sup> The Lake Street commercial corridor measures approximately 5,600 feet from west of Thatcher Avenue to Harlem Avenue, and 4,300 feet from West of Thatcher to William Street. A CBE cannot currently be located in the Town Center (Lake Street east of William Street) due to the location of an existing dispensary in at 1132 Lake Street in Oak Park. There is a small commercially zoned pocket south of Hawthorne Avenue between Ashland Avenue and Lathrop Avenue. However, these properties are approximately 200 feet south of Lake Street. Under the CRTA, a dispensary located on Lake Street would likely prohibit a CBE on these properties because no two CBEs can be within 1,500 feet of each other.

#### Madison Street Corridor<sup>3</sup>



#### Harlem Avenue Corridor<sup>4</sup>



<sup>3</sup> The Madison Street commercial corridor measures approximately 2,390 feet from the alley between Gale Avenue and Keystone Avenue east to Lathrop Avenue.

<sup>&</sup>lt;sup>4</sup> There are no commercially zoned properties on Harlem Avenue that could accommodate a CBE for the foreseeable future. The area south of Oak Avenue is within 1,500 feet of the dispensary in Oak Park, meaning that a dispensary could not currently be located there. Although the properties at 800 Harlem Avenue are commercially zoned and more than 1,500 feet away from another CBE, this is the site of The Sheridan senior living building that will be under construction shortly. Finally, the distance between Chicago Avenue and Oak Avenue is less than 1,500 feet so two dispensaries could not be located on Harlem Avenue under the CRTA's regulations.



### Village of River Forest

Village Administrator's Office

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

#### **MEMORANDUM**

Date: September 5, 2019

To: Catherine Adduci, Village President

Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Request for Minor Amendment – RF Park District

\_\_\_\_\_\_

<u>Issue</u>: The River Forest Park District is seeking a minor amendment to its planned development permit at Keystone Park for the installation of two artificial turf infields which will replace the existing grass turf.

<u>Analysis</u>: The little league fields at Keystone East were approved by the Village Board as part of the planned development application in June 2003.<sup>1</sup> At this time, the Park District is seeking to change the material of the infield from dirt/clay to artificial turf for the various supporting reasons as outlined in their attached letter to the Village. This change constitutes a minor amendment to their planned development permit.

By way of background, 10-19-8 of the River Forest Zoning Code speaks to amendments to planned development applications. Specifically:

A minor change is any change in the site plan or design details of a project operating under an approved planned development permit which is consistent with the standards and conditions applying to the project and which does not alter the concept or intent of the project. A change is not minor if it, with regard to the approvals granted in the planned development permit:

- 1. Increases the density;
- 2. Increases the height of buildings, unless the proposed height change is less than or equal to the lesser of: a) the height permitted in the property's zoning district regulations in effect as of the date the planned development permit is approved, or b) the height permitted in the property's zoning district regulations in effect as of the date the minor amendment is requested;
- 3. Increases the footprint of a building;

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<sup>&</sup>lt;sup>1</sup> A full copy of the application can be viewed here: https://www.dropbox.com/sh/mroxbg1a6b99w1v/AACcJLjB9N4ecBz9qJd3eES1a?dl=0

- 4. Modifies the proportion of housing types;
- 5. Reduces the number of parking spaces;
- 6. Creates a greater demand or burden on village services or alters the alignment of roads;
- 7. Increases the amount of stormwater conveyed to the village's stormwater sewer system; or
- 8. Amends final governing agreements, provisions or covenants, or provides any other change inconsistent with any standard or condition imposed by the board of trustees in approving the planned development permit.

A minor change may be approved by the zoning administrator without obtaining separate approval by the board of trustees. In addition, the village board may, after reviewing the request for a minor change made by the village staff or the applicant 1) direct the village administrator to process the minor change administratively. or 2) A minor change that would constitute a variation under the zoning title may only be approved at the direction of the village board. Or 3) Any minor change approved by the zoning administrator shall be reported to the village board. (Ord. 3587, 2-29-2016).

Therefore, the Park District request for turf is considered a minor amendment due to a change in the site plan and one that does not alter the concept or intent of the planned development application for a baseball field in Keystone Park. For instance, the hours for the paddle court light extension, that was unanimously approved by the Village Board, was a minor amendment simply because of the change in time which triggered a site plan change not because the light extension changed the concept of paddle or the intent to play paddle on the courts.

The Park District will submit engineering plans for the project to the Village and the MWRD to ensure that item 7 above requirement is met. Once plans are submitted satisfactorily the staff will then issue a building permit.

In the past, other artificial turf requests have been approved by the VBOT through a planned development application (Dominican and Concordia) or by direction through a minor amendment (Fenwick). This review and consideration by the VBOT is consistent with our past practice.

The River Forest Park District Board has approved the request and is now seeking approval of the minor amendment so they can proceed with the project.

**Recommendation**: Consider a MOTION to recommend that the Village Administrator process the Park District's request for a minor amendment to the planned development permit for artificial turf fields at Keystone Park.

Thank you.



September 3, 2019

Dear Mr. Palm,

The River Forest Park District is submitting this request for a minor amendment approval to the Keystone Planned Development Ordinance to replace the two Keystone East clay baseball infields with synthetic turf. The project would be limited to only the replacement of the clay infield areas, and the outfields and soccer field will remain natural grass. The purposes of this project are to allow the Park District more versatility in the use of the Keystone ball fields, reduce rainouts, eliminate the addition of approximately two tons of clay ball mix that drains into the Village storm system each year, and alleviate the stress on our other Park District athletic fields due to overuse.

The River Forest Board of Commissioners has been researching and soliciting public feedback on this project for the last 2 years, including site visits at other synthetic turf facilities, interviews with the professionals at these facilities, studying research data, and receiving public comment at 12 separate Park Board Meetings. On July 1, 2019, the Park District hosted a Public Hearing specifically to solicit public comment on this project.

At our July 1, 2019 Board Meeting, the Park Board approved converting the 70' base path boys clay infield and the 60' base path girls infield to 70' base path synthetic turf infields.

As this project is a simple replacement of a playing surface, there is no additional burden in regards to change in use, lights, traffic, parking, or storm water drainage. We understand that storm water engineering would be subject to approval from the Metropolitan Water Reclamation District and the Village.

This would be the second synthetic turf project for the Park District, with the first being the installation of the two synthetic bocce ball courts in Memorial Parkway in 2011 & 2012. The Village Board has previously approved three significantly larger synthetic turf projects within the Village limits for Concordia University, Dominican University and Fenwick High School.

The Village Board approved the Keystone Planned Development Ordinance in 2003 for various developments in Keystone Park, including the installation of athletic field lights and the construction of the Keystone Center in Keystone East. Since then, the Village Board has approved a number of amendments to the Keystone Planned Development Ordinance, including: the installation of athletic field lights in Keystone West; the first

installation of platform tennis courts; the second installation of platform tennis courts; and multiple light time use extensions for the platform tennis court lights.

The core mission and the statutory responsibility of the River Forest Park District is to provide recreation facilities and services to the residents of River Forest. The replacement of the two clay infields with synthetic turf along with all the other improvements that have taken place in Keystone Park fulfills this duty. The Park District asks the Village Board to consider the Park District's statutory responsibility as part of its decision-making process.

Attached is the FAQ that was developed through research and public comment, a copy of the July 1, 2019 Board Meeting Minutes, and a letter from WT Engineering discussing their involvement in this project.

Thank you for your consideration.

Ross Roloff
President
River Forest Park District

### River Forest Park District Regular Board Meeting Minutes of July 1, 2019

The Board of Commissioners of the River Forest Park District convened at 6:00 PM in Special Session on Monday, July 1, 2019 at the River Forest Park District, 401 Thatcher, River Forest, Illinois.

Roll call was taken with Commissioners Brown, Cargie, Healy, Libera, and Roloff present. Also present was Director Sletten and approximately 30 attendees.

President Roloff presented a Power Point summarizing the Keystone Infield Enhancement Project. His presentation highlighted that this project is not about drainage issues, but about maximizing the use of the agency's limited space.

Public Comment: John Grant noted he is a fan of baseball, but also a fan of nature. The positives and negatives of the proposed project need to be weighed and he believes the Board has not done this. Using the girls' softball field as an example, he noted the Board only looked at synthetic turf as an option. He wanted to know why the girls' infield is accepted as a drainage site.

Elbert Reniva is an Oak Park resident who supports the proposal. He is a Lane Tech HS baseball coach and a Lakeside HS JV baseball coach. His experience has seen more injuries with clay/grass infields due to the inconsistency of the surface. The Lakeside infield was so bad, that is was replaced with synthetic turf.

John Hosty noted his opposition to the proposal. He has coached RFYBS girls softball and was a Fenwick HS baseball coach. He suggested the Park District contact Concordia University regarding use of their girls' softball field, as the Concordia girls team is done by May 1<sup>st</sup> each year. No matter what is done the girls' softball infield will continue to flood, and the field should be moved to a different location.

Susan Buchanan is an Oak Park resident, invited by Katie Brennan. She is a Physician and Director of the Great Lakes Center for Children's Environmental Health at UIC. She noted that crumb rubber is recycle tire and contains carcinogens that can be inhaled or transferred direct contact to the body. She noted the extreme heat conditions with synthetic turf fields and there is no proof on the safety of synthetic turf.

Bill Gauctter concurred with the comments of Susan Buchanan.

Laura Maychruk submitted a letter from Sue Crothers stating her opposition to the proposal, submitted an online petition with the names of 273 residents in opposition to synthetic turf, and submitted an article on the health risks of synthetic turf. She noted the Board has not looked at any other options except synthetic turf. She suggested the use of French drains or moving the girls' softball. She stated the Village is moving toward more sustainable practices and this proposal does not follow this direction. She referenced the 2017 Community Survey that passive nature area is the most desired outdoor amenity for the residents.

Jon Keller believes the process has become a run-away train. He stated the Board Members are honest people and to let them do their jobs. He did not agree with the "If Oak Park did it, we should do it" comment.

Rick Szpila noted he has not seen any field with similar issues to the girls' softball infield. He questioned why there is no written engineering report and noted that any proposed capital project

should have this written documentation. He is not sure how the \$50,000 mitigation contingency will work and would like to see numbers.

Jackie Holland is dismayed that this proposal has taken 2 years to come for a vote. Synthetic turf will solve the flooding issue, it looks nice, and data shows no evidence of increase of injury. She noted her frustration with the miscommunication by the opposition on the maintenance costs and the cost to replace/recycle the carpet. She noted that by 2024 all of Cooperstown's ball fields will be synthetic turf.

Sue Arends noted she has been playing softball he entire life, playing on softball fields all over the state, and the Keystone girls' field is one of the worst fields she has played on because of the water issues. She stated the Board needs to address this issue.

Katie Brennan noted her opposition to the proposal due to health, environmental, and safety reasons. She noted the girls' infield floods due to inadequate drainage, and the same problem does not exist on the boys infield. She stated the lack of genuine dialog by the Board during the process. She noted both infields will need to be replaced every 10 years at a cost of \$300,000. She also she did not like the updates to the FAQ as the document is 33 pages and she is unsure of the updates that were made, and that the updates are posted the Thursday before the meeting. She noted the FAQ does not include the maintenance costs as recommended by the manufacturer.

Mike Ewell noted he is a RFYBS coach. He noted that synthetic turf increases the opportunity for play. When it rains, the fields require a significant amount of labor and 15-20 bags of field dry to get the fields open. He noted some of the drainage issues on the softball field were fixed 10 years ago, but major problem still exist. He stated the decision on the proposal should be about the kids.

Greg White wants the Board to make their decision based on what is best for the kids. He noted RFYBS serves 650 of these kids. He noted his dissatisfaction with the miscommunication from the opposition, and this group has yet to provide any solid evidence for opposition to the proposal. He noted that 3 Oak Park schools have synthetic turf. He noted the 2017 Park District survey listed synthetic turf as the 4th most desired amenity for the community.

Susan Charrette disputed the projected annual revenue numbers, noting some of that revenue is already collected by the Park District. She noted that the field is more likely to need to be replaced in 8 years and the maintenance costs are higher than clay infields. She suggested installing drain tiles under the bleachers and dugout to collect storm water.

Mary Ann Zeh noted she is an Architect. Her children have played on synthetic turf and she does not like this. She suggested installing holding tanks under the infields to collect the water, similar to the design used in parking lots. She noted the proposal will not change the number of people who can use the field.

Derek Briggs is the head of the RFYBS girls program. He was not in support of the proposal until he found out it was just the replacement of the clay infields. He noted organized sports are an important part of the community, and organized athletics is a positive experience to our youth.

Old Business: President Roloff noted he believes the Board has done a good job in educating themselves and has all the information to make a decision that is best for the community.

President Roloff moved to approve the Keystone Infield Enhancement Project to convert the Keystone girls and boys clay infields to synthetic turf at Little League's 50'/70' dimensions, seconded by Commissioner Libera.

Commissioner Cargie questioned why a written engineering report was not submitted, and Director Sletten stated that the Board did have this discussion on this issue. The Board did not wish to expend

the funds for a written report and was satisfied with on-site discussions with the Synthetic Committee. The Board also requested a follow up with a second engineering firm to confirm the comments of the first firm and seek additional options. The names of the engineering firms, the options discussed and the costs are included in the FAQ. Commissioner Cargie agreed with Susan Charrette that some of the projected revenue numbers are already collected by the Park District.

Commissioner Healy expressed concern with the lack of support at the meetings from RFYBS. A synthetic turf infield is a long term commitment and could be an issue to the park design changes.

President Roloff noted that the Park District no longer has the luxury of rotating our athletic fields, and the use of our athletic fields is at a saturation point. He noted that usage of fields could be cut back, but the demographics of the community do not support this.

Commissioner Libera noted the proposal will provide opportunity for more field use. She noted that the Board should use our geography to its fullest potential. She also noted that when the lights are added to the equation, the synthetic turf will have an even greater impact on field availability.

Commissioner Brown noted he has done a lot of thinking about this proposal. At first, he thought this was a drainage issue, but realized it is a use issue. He noted he is sensitive to the health concerns. He has studied the research on carcinogens and has not seen evidence between synthetic turf and cancer. He noted he has visited synthetic infields in the area on a day the temperature was 89 degrees, and the temperature was slightly high on the synthetic turf, and he thought the aesthetics of the synthetic turf looked good. He noted that he is not sure synthetic turf will solve the flooding issue on the softball infield, but it will help. He believes the projected recreation revenue is high. He noted he is against large scale synthetic turf, but believes the converting of the two clay infields is the best for the community.

Commissioner Cargie noted the 2017 Community Survey supports open space. She recommended the Board research and considers other alternatives. She questioned whether the RFYBS \$50,000 donation spurred discussion toward this proposal, and compared the donation to a coupon used for individuals to make purchases.

President Roloff stated that he is not sure the \$50,000 donation was the reason for discussion of this proposal, as the Board has been discussing synthetic turf since 2014. He noted that while he wished the Public Meeting was scheduled after the summer, the opportunity for an OSLAD grant and the August 19<sup>th</sup> submittal deadline, made it necessary to schedule this meeting as soon as possible. He noted the discussion has become "turf is good" and "turf is bad", instead of considering a project that is the right thing for the community.

A roll call followed, and the motion was approved 3-2 (Cargie, Healy)

Director Sletten submitted preliminary information on the costs to install brick pavers for the Priory Park Williams Street path. Commissioner Brown made this request to research brick pavers, and the Board agreed to review this at their August Board Meeting, however, MWRD has a Green Infrastructure Grant available that the brick pavers may qualify and there is an August 9, 2019 deadline. Director Sletten noted he discussed the grant with MWRD and there are a number of criteria for the grant and for the size of the grant. The costs to make this project grant eligible may outweigh the value of the grant. The Board agreed not to pursue the grant and continue discussion on enhancements for the park entrance including the use of stamped concrete or the use of multiple paving surfaces.

President Roloff thanked the Board for their efforts regarding the Keystone Infield Enhancement Project.

Commissioner Libera moved to adjourn at 8:04 PM, seconded by Commissioner Brown. A voice vote followed, and the motion was approved 5-0.

Respectfully submitted,

Michael J. Sletten, Secretary



September 4, 2019

River Forest Park District 401 Thatcher Avenue River Forest, IL 60305

Attn: Mr. Michael J. Sletten

Re: Keystone Park Synthetic Turf Infield Project 430 Keystone Avenue River Forest, IL

Dear Mr. Sletten:

Pursuant to your request, we have prepared the following letter which describes W-T Group's experience in designing synthetic turf fields as well as some unique storm water attributes that are associated with synthetic turf systems.

W-T Group has designed over fifty (50) synthetic turf projects since 2007. These projects have included full baseball fields, baseball infields, soccer fields, lacrosse fields, driving ranges, dog parks, and football fields. In our experience, often the main reasons an existing turf field (grass field) is converted to synthetic turf is to improve field drainage which in turn increases playability, reduces maintenance, and reduces runoff of silt.

Often existing clay infields are converted to synthetic turf infields because of their inability to drain properly and to reduce runoff of clay material into existing storm sewer systems. Clay material is nearly 100% impermeable. Therefore, if an existing infield is flat (does not have any slope on it) storm water will pool within the existing infield and will need to be pumped or mixed with new material and allowed to dry (this is why infields are tarped during a rain delay). By installing a synthetic turf infield, rain water will no longer pond within the infield because synthetic turf is pervious. When a clay infield is sloped often the clay mix will run off of the infield on to pathways and nearby turf areas and ultimately will enter adjacent storm sewer systems (the village's system in the case of Keystone Park) thereby causing clogging. By installing synthetic turf infields this problem is eliminated because synthetic turf infields are flat and allow storm water runoff to drain vertically into the subbase of the field.

Based on my analysis of the existing storm sewer system on site, the girls' ballfield infield has been designed to detain water after a heavy rain event via the use of an underground gravel trench. The discharge from this field is controlled by an overflow structure which ultimately drains to the Village's storm sewer system. Currently the boys' ballfield infield surface drains unrestricted overland and through an onsite storm sewer directly into the Keystone Avenue and Central Avenue storm sewer systems. If synthetic turf infields are installed storm water release to the Central Avenue and Keystone Avenue sewer systems will be reduced. The stone subbase and underdrains beneath the synthetic turf infields will provide additional storage capacity for the both infields. Additionally, the open graded stone beneath the



synthetic turf infields will provide additional infiltration into the ground thereby reducing the volume of storm water runoff that is discharged to the public right of way.

In the past we have designed fields containing dolomite clay and other more permeable infield mixes and have found that synthetic turf is the best option since it significantly improves on site drainage, playability, and long term maintenance. I therefore recommend the use of synthetic turf infields at Keystone Park.

Please feel free to contact me if you have any questions or comments, or require any further information.

Sincerely,

W-T CIVIL ENGINEERING,

LLC.

Todd O. Abrams PE, CFM

**Principal in Charge** 



#### Keystone Park Baseball/Softball Infields Enhancement Project FAQ

The Park District manages 30 acres of park land and two indoor program spaces. For years, the River Forest Park District has faced the challenge of limited availability of indoor and outdoor space. Use of the athletic fields has increased yearly, and in 2017 the demand was so high that the Park District was no longer able to rotate athletic fields for rest, therefore, our fields have little opportunity for repair and restoration. The Park District needs to consider possible alternatives to maximize the limited athletic field space we have.

Space is always a consideration of the Park Board, and creating new space is something the Board continually reviews. In 2014, the Park Board identified synthetic turf as an athletic field alternative and listed this as an unfunded budget item in Centennial Park as part of the Capital Improvements Budget. The Park District investigated the idea of a partnership with School District 90 and use of the Illinois Department of Natural Resource Open Space Lands Acquisition and Development (OSLAD) Grant to develop a synthetic soccer/baseball field at Centennial Park. This idea did not move forward due to the OSLAD Grants being discontinued in 2016.

In 2017, the Park District conducted a Community Survey to solicit resident feedback on the Park District and future amenity and program needs for the community. When asked for what amenities a family has a need for, 30% of the resident's rated outdoor synthetic turf as one of the top needed amenities. Synthetic turf was rated higher than a dog park (29%), outdoor fitness equipment (19%), and pickle ball courts (8%). This was a Village-wide survey with a +/-4% confidence.

In August 2017, River Forest Youth Baseball and Softball (RFYBS) approached the Park District to discuss and propose a solution to the issues with the Keystone girls' softball infield. RFYBS has concerns with the amount of time and material it takes to prepare this infield to be playable after a rain. This infield is a storm water retention area and is prone to flooding. RFYBS proposed converting the Keystone girls' infield from clay to synthetic turf and pledged to donate \$50,000 toward this project. To research this request, the River Forest Park District Board of Commissioners appointed a Synthetic Turf Committee (Park District Commissioner Peter Kuzmich and Executive Director Michael Sletten) in December 2017.

#### Q1: What research was done by the Synthetic Committee?

A: The Committee toured numerous facilities to look at synthetic turf. The tours included discussions with the operation professionals at each facility on the use of synthetic turf, maintenance issues, user and resident feedback, and any other insights. The Committee toured field sites at:

- Fenwick with the Facility Manager and Athletic Director.
- The Park District of Oak Park with the Executive Director and Superintendent of Buildings and Grounds.
- Park District of Forest Park with the Executive Director.
- Elmhurst Park District.

- Downers Grove Park District with the Superintendent of Planning and Superintendent of Parks.
- Carol Stream Park District with the Executive Director and Project Manager.

In all site visits, the operation professionals provided positive comments on the playability, availability, and safety of synthetic turf fields. All of the operation professionals noted they have not seen any increase in player injuries with the use of synthetic turf.

Discussions were also held with RFYBS and RFYS on their athletic field needs, synthetic field turf representatives, multiple engineering firms regarding infield drainage and infield mix alternatives, reviewed synthetic turf studies and data submitted by members of the River Forest Sustainability Commission. The Committee searched internet reports including "Elsevier Environmental Research - Comprehensive multipathway risk assessment of chemicals associated with recycled ("crumb") rubber in synthetic turf fields, 2018" and "European Chemicals Agency-An evaluation of possible health risks of recycled rubber granules used as infill in synthetic turf infields, 2017".

Discussions with the staff of the Park District of Oak Park provided the following feedback: In 2012, the Park District of Oak Park conducted a field study to address the declining conditions of their athletic fields. The study showed that Oak Park was deficient in the availability of usable athletic field space and recommended 3 synthetic fields to cover the shortfall. Currently, Oak Park manages 4 synthetic turf fields at Ridgeland Commons and Brook, Julian, and Irving Schools. When the first synthetic field project was proposed, a group of residents opposed the project due to the environmental concerns with the crumb rubber infill. In 2015, when the Park District proposed the second synthetic field, the NBC news article on concerns with the use of crumb rubber infill was just published, so the Park District switched to Nike Rubber as the infill. The development of the 4 synthetic fields has allowed the Park District to meet all of its programming needs, has taken the pressure off their grass fields and allowed for restoration of these fields, has reduced the number of rainouts, and has allowed for additional summer camp programming.

Synthetic turf is commonly used in River Forest and the surrounding areas. Local organizations that have synthetic turf fields include: Concordia University, Dominican University, and Fenwick High School in River Forest; Ridgeland Commons, OPRFHS, Brooks Middle School, Julian Middle School, and Irving Grade School in Oak Park; Park District of Forest Park; and Ruby Field, Serpico Field, and Chicago Soccer in Melrose Park.

See Exhibit 1 for synthetic fields in the Chicagoland area.

#### Q2: What is the Committee's recommendation as a result of their research?

A: The Committee acknowledges that synthetic turf and a project location can be a very sensitive issue for some residents, and the Committee is trying to approach this with an eye toward what is best for the village with the least environmental impact. As noted above, the Committee has visited a number of neighboring synthetic turf sites, reviewed studies, solicited feedback from two engineering firms, determined installation and maintenance costs, and reviewed the impact of synthetic turf on current programming as well as potential for expanded programming.

The Committee recommended the following for Board consideration:

- Expanding both the Keystone girls' and boys' infields to accommodate Little League 50'/70' field dimension play (50/70 infield); and,
- · Converting both the Keystone girls' and boys' infields to syntheticturf.

#### Q3: Why is RFVBS proposing converting the girls' infield to synthetic turf?

#### A: Two reasons:

- The girls' infield flooding issue causing cancellations, reschedules, and delays after a rain
- The labor/material requirements to dry the field after a normal rain.

As part of the 2004 Keystone Park East redevelopment, the girls' infield was designed as a flood retention site for the park and holds water after heavy rains. This retention area was a permit requirement from the Metropolitan Water and Reclamation District (MWRD). As a result, the infield will hold water on the surface of the infield for up to 4 hours after a heavy rain. Based on the Park District concession staff schedule and RFYBS schedules, this infield was closed 12 days, and games were delayed an additional S days due to additional time needed for infield work due to field conditions in 2018.

RFYBS baseball season is 7 weeks starting in mid-April, plus playoff weeks. RFYBS utilizes both the girls' and boys' infields 3 to 4 days each week. Field closures are more prevalent in April and May with the cooler temperatures lengthening the time it takes for an infield to dry. With baseball and soccer seasons being moved earlier into April, the need to ensure playable fields is even more important.

Neither the Park District nor RFYBS has data on field closure from prior seasons; however, discussions between both organizations indicate that on average the infield is closed about 12 days a season.

While the infield was closed 12 days in the 2018 season, Park District staff logs shows there were 18 days (10 man hours/day) staff worked on the infields to keep them open after rain. In addition, staff machine-dragged the infields the day following each of the 18 rain days. RFYBS pays approximately \$6,000/season (\$10/head fee) for two days of infield work a week, plus a third day to machine rake after a rain. RFYBS also paid the Park District \$2,500 in 2018 for Park District overtime costs and \$2,500 for field dry conditioner. The Park District paid an additional \$1,500 for field conditioner. RFYBS noted that 10 volunteers will spend 10-20 man hours to dry an infield.

In 2019, the infields were closed 21 days with staff logs showing there were 208 hours (60% of this was for the Keystone infields) staff worked on the infields to keep them open after rain. These hours are outside the man hours supplied as part of the Affiliate Agreement.

In the spring, baseball is the primary sport played on Park District athletic fields. Soccer plays on Sunday. The two lighted infields at Keystone Park East are the Park Districts most valued infields, and these infields have priority to be dried first in the event of inclement weather. If the Keystone Park East infields are closed due to field conditions, all other athletic fields would also be closed.

RFYBS is proposing converting the girls' infield to synthetic turf as an option to create more available time on this infield, increase their flexibility in scheduling, and reduce the burden on a shrinking base of volunteers.

#### Q4: How is a synthetic turf field built and will it improve the girls' softball infield drainage?

A: A synthetic field has 5 components (from the base up): a drain pipe system on a compacted surface, a 6"- 8" gravel base, a 2" crumb rubber layer, the synthetic turf, and mineral composite mixture infill. As noted previously, the girls' softball infield is designed to hold water after heavy rains. Once the infield has been flooded, it typically takes up to 4 hours for the infield to drain and then Park District staff and RFYRS volunteers will rake and apply field conditioner to dry the field. A synthetic infield design with the 8 "stone base and 2" crumb rubber layers have a water holding capacity. While engineering calculation would need to confirm the actual water holding capacity, a visual inspection by WT Engineering provided the opinion that the stone base/crumb rubber layer would be a sufficient water holding capacity to hold the water retained on the site after a heavy rain. The turf surface would be dry and ready for play. To address the extreme rains, the depth of the drain pipe and compacted gravel base can be designed lower to increase the water holding capacity of the infield. The actual water holding capacity of the infield would be determined during the engineering phase of the project.

The crumb rubber layer is made up of ground recycled tires with the metal cord removed. The synthetic turf is a polyethylene plastic product, so the entire infield will be green, shades of green, or clay brown color with white striping. The final color of the infield has yet to be determined. The surface infill is a mineral composite infill. The Park District is specifying a mineral composite infill instead of crumb rubber infill to address any rubber infill safety concerns.

See Exhibit 2 for synthetic turf cross section.

#### Q5: How much work is required to maintain the synthetic turf?

A: Synthetic field maintenance guidelines recommend that synthetic turf is brushed every 2 weeks, raked every 6 weeks, and aerated a maximum of 3 times a year. This can all be done with a simple piece of field grooming equipment. In discussions with the operation professionals at the facilities the Committee toured, maintenance was approximately once a month for their synthetic turf.

#### Q6: Are there drainage runoff issues anticipated with the use of synthetic turf?

A: A synthetic turf field is designed to allow the water to migrate through the synthetic turf, collect in a drain pipe system under the synthetic turf field, and then drain into the Village sewer/storm system.

As both the clay and synthetic turf infields are impermeable surfaces and the rain water on both surfaces will run off into the Village sewer/storm system, there would be little difference between the current clay infields and synthetic turf in regards to drainage runoff. The synthetic infield will be designed with a slope less than 1 %, which will minimize surface drainage runoff issues.

On an average per year, the girls' and boys' infields lose approximately 2 tons of infield mix per infield at a cost of \$450/infield.

### Q7: Why is the Board discussing converting both the girls' and boys' infields to synthetic turf when the RFYBS proposal was only for the girls' infield?

A: The Committee spent approximately one year researching synthetic turf. The Committee looked at a number of use options for synthetic turf at different sites, but ultimately determined that Keystone Park would be the best location. The Committee agreed that if synthetic turf was used in Keystone Park, it should benefit the greatest number of residents possible and minimize field downtime, while keeping with the aesthetic value of the park. Converting only the girls' infield with synthetic turf did not meet these criteria. The Committee focused on the option of installing synthetic turf over the girls' 100% clay infield and the boys' 75% clay/25% grass infields as there would be little impact on the existing natural grass areas, and the programming opportunities at both fields would significantly increase, especially with the fields being lighted. If the infields are built at Little League's 50/70 infield dimensions, the infields would be able to accommodate youth and adult play up to a 70' base path. The infields would allow RFYBS the flexibility to schedule boys or girls games at any age group on either infield.

The Park District has received feedback from some RFYBS Board Members to keep the boys' infield as a grass infield. The girls' and the boys' fields are the prime ball fields in the community; however, their design limits their use to a select group of players (youth girls softball and U-10 & U-12 boys). The demand for more Park District program offerings grows each year and the need for the girls' and boys' infields to be available to all age groups is necessary. Regardless of the synthetic turf discussion, the Committee recommends that both infields are increased to the 50/70 infield dimension, and all grass removed to accommodate any type of play. The costs to increase the sizes of the both infields to a 50/70 infield dimension that is entirely clay is \$53,000.

The use of the Park District's athletic fields is extremely heavy, and this use is creating a strain on the grass conditions in our parks. Converting the Keystone girls' and boys' infields to synthetic turf will result in an increased use of these infields and optimize the use of the athletic field lights. It will also relieve some use of the other Park District grass athletic fields and will allow the Park District to again rotate, rest, and restore athletic fields. The will result in improved overall field quality.

#### Q8: How big is a 50/70 infield?

A: A 50/70 infield is slightly under  $\frac{1}{4}$  acre. As a comparison, the current boys' infield is a couple of feet smaller than the 50/70 infield, and the current girls' infield is about 12' smaller than the 50/70 infield.

See Exhibit 3 for Site Plan

Q9: What is the estimated cost to convert both Keystone girls' and boys' infields to synthetic turf?

A:

Estimated cost to convert the girls' infield: \$125,700
 Estimated cost to convert the boys' infield: \$114,000
 Synthetic Turf Groomer: \$ 6,750

Total: \$246,450

The lower cost for the second field is due to economy of scale savings with a larger scope of project. In addition, a \$50,000 contingency would be budgeted to the project to account for any storm water mitigation requirements dictated by the Metropolitan Water and Reclamation District (MWRD), for a total estimated budget of \$296,450.

#### Q10: Why is there a \$50,000 contingency for MWRD?

A: MWRD requires drainage mitigation on any project that has an impact of over½ acre. If the infields are converted to synthetic turf, the impact of the combined infields would be slightly less than½ acre; however, grading or soil disturbance outside the synthetic turf could result in the project being considered over the½ acre limit. Any answer on whether mitigation will be required and the scope of that work will not be known until after engineering drawings have been drafted and submitted to MWRD. The \$50,000 contingency is a worst-case scenario, with the possible additional cost ranging from \$0 to \$50,000.

#### Q11: How would the synthetic turf project be paid for?

A: River Forest Youth Baseball and Softball (RFYBS) have committed a \$50,000.00 donation toward the cost to convert the girls' infield. As noted earlier, RFYBS currently pays a \$10 head fee/player (approximately \$6,000/year) toward the field maintenance and improvements of the Park District's baseball/softball fields, \$5,000 for additional labor and materials, and supplies significant volunteer labor to help dry the infields. A majority of these costs are associated with the Keystone girls' and boys' infields and these costs would be saved with synthetic turf. The Park District Board has notified RFYBS that there would be a review and a possible increase in the head fee to account for synthetic turf.

The boys' infield is designed specifically to accommodate U10 and U12 boys' baseball, and the infield grass limits programming opportunities. If the boys' infield is converted to synthetic turf, both RFYBS and the Park District would have greater opportunity for programming and could maximize use of the infields.

Due to the current field size and surface composition, the Park District is limited in what it can program on both Keystone infields. Currently, the Park District offers a co-ed softball league beginning in July after the completion of the RFYBS season. With two synthetic turf infields at the 50/70 size, the Park District would be able to offer:

- 1. An expanded co-ed softball and an additional adult men's softball league that can run April to October. Currently, the infield layout and scheduling only allows for the Park District to program a limited co-ed softball league on the girls' field mid-July to mid-October. The size of the girls' infield is undersized for adult softball use. The change of both infields to a 50/70 dimension will allow the Park District to program adult leagues on both infields. Synthetic turf would free up one night that is currently reserved for rescheduled RFYBS games due to rainouts. Potential revenue from each 8-week season (up to 3 seasons a year) is \$2,680-\$8,580.
- An adult kickball league. Potential revenue from an 8-week season is \$2,860-\$8,580.
- 3. An opportunity for RFYS and The Edge to conduct clinics, including in the winter months when the Park District grass fields are closed.
- 4. Expand our summer camp programming, including more availability outdoor programming space on rainy days.

The Keystone baseball fields are primarily utilized by RFYBS serving 650 youth participants and the Park District's co-ed softball league serving 120 adult participants. The converting both infields to synthetic turf will allow the Park District to add an estimated 250 summer camp participants, 600 adult participants for co-ed softball, 240 adult participants for kickball, and RFYS player practice use on the infields. RFYBS will get the benefit of increased participant numbers on the infields with less rain outs and scheduling efficiency.

Any net revenue would offset the capital improvement and maintenance costs of the synthetic infields with a projected payback of 10 years. Data based on the 2019 RFYBS season.

•	RFYBS Donation:	\$ 50,000
•	RFYBS Annual Head Fee (\$6,000x10 years):	\$ 60,000
•	Estimated PD Staff Labor and Material Savings (\$5,000x10 years):	\$ 50,000
•	Estimated Net Revenue from New programming (\$13,400x10 years): Total:	\$134,000 \$294,000
•	Estimated Labor and Material Savings for RFYBS (\$5,000x10 years):	\$ \$0,000

\$344,000

After a multi-year hiatus, the State of Illinois began awarding the Open Space Lands Acquisition and Development Grants (OSLAD) in January, 2019. This year, the State Budget includes \$29 million in OSLAD Funds. The grant pays for up to 50% of the cost of a park improvement project not to exceed \$400,000. If both baseball infields are converted to synthetic turf to maximize the use of the space and increase programming opportunities, and some other amenities are added, this project would be eligible for the OSLAD Grant. The boys' infield is more valuable to the Park District and offers the greater opportunity to maximize programming, so it would be the primary sell for a grants. It is this multi-use and maximizes programming opportunity that is needed to qualify for the grant. The girls' infield alone does not offer the programming value of the boys' infield, and individually would not qualify for an OSLAD Grant.

#### Q12: How would the larger 50/70 synthetic infields impact the use of the grass soccer field?

A: The grass soccer field will fit between the 50/70 synthetic infields, so there would be no impact to soccer at Keystone Park East.

See Exhibit 3 for a site map.

Total:

#### Q13: What other alternatives to a synthetic turf infield were considered?

A: Keystone Park East was engineered for a soccer field with part of the drainage crossing the girls' and boys' infields. The girls' infield is designed for storm water retention in the event of heavy rains, and the field does flood and hold water on a number of occasions each year. The clay infield mix is an impermeable surface, meaning the material will hold some water; however, it will not allow water to filter through. The remaining water will run off the surface and into the Village storm system. Because of this, the clay infields will be muddy and unplayable after rain, unless hand-raked and field- conditioned by staff and volunteers.

The Park District researched multiple options, including a drainage pipe under the infields and replacing the clay infield mix with an alternate granular material called Dolomite Clay. The Park District consulted with two engineering firms, WT Engineering and Gewalt Hamilton Associates, on these options. Both firms reviewed the option of using an alternate infield mix with the use of underground drainage, however, both firms noted there would be a continual drain clogging issue, and the estimated cost to complete this project would be \$50,000/field. The Dolomite Clay infield mix is used by the City of Elgin and their player feedback is continual complaints about the harder surface.

The Park District researched another alternative mix called Hilltopper. This product is used in combination with underground drainage along the sideline fences. Both firms noted this is a larger granular product and requires daily maintenance. The estimated cost to complete this project would be \$65,000/field. The Hilltopper is used at the Buffalo Grove Park District and Northwestern University, and both organizations noted the product required significant maintenance. The product is too soft when temperatures are under 70 degrees and too hard when temperatures are over 70 degrees. Northwestern University is planning on replacing this product.

#### Q14: What are the rubber infill safety concerns?

A: In 2015, NBC published a number of articles regarding concerns about the exposure to carcinogens with the use of shredded rubber tires. These articles only referenced concerns from individuals, and the articles note that there is no scientific or medical evidence that synthetic turf poses a human health or environmental risk.

In 2012, the University of Colorado, Department of Civil Engineering assessed 14 studies on the leaching of crumb rubber and found no significant evidence to support concerns on crumb rubber leaching.

The Committee reviewed numerous research studies published on the use of recycled rubber tires. The Committee was unable to find any study with scientific evidence to support a risk from the chemicals derived from crumb rubber to anyone who inhaled or ingested crumb rubber.

To address the crumb rubber infill concerns, the Park District has committed to using a Field Turf Cool Play or a similar product, as the synthetic turf infill. The Cool Play infill is a proprietary formula mix of 50% polymer mix and 50% organic mineral mix, designed for efficient heat surface reduction, reduced abrasiveness, better playability, and high performance. On a hot sunny day with direct sunlight, the use of Cool Play can reduce the surface temperature up to 30 degrees on a synthetic field vs. rubber infill.

The Park District received public comment on the concerns about the crumb rubber or the synthetic plastic breaking down and being transported to waterways. The synthetic grass blades are a polyethylene plastic with a UV protection coating. The synthetic blades are designed to last a minimum of 8 years, at which time the blades will begin to fray and the UV coating will start to break down. Crumb rubber is made of recycled shredded tire and does contain chemical additives. Over time, both the synthetic plastic and the rubber crumb will leach into the soil. The Committee reviewed numerous research studies published on the evaluation of storm water drainage quality from synthetic turf, and was unable to find any study with scientific evidence to support synthetic turf microfiber or rubber crumb leaching at levels that are a threat to water quality or aquatic life.

#### QI5: Are there injury/safety concerns with synthetic turf?

A: RFYBS travel teams regularly play on synthetic turf fields in neighboring communities. RFYBS noted that they do track their injuries and are required to submit this report to Little League. RFYBS noted that injuries were no greater on synthetic turf than on the clay/grass infields. The Park District of Oak Park has numerous synthetic fields, including 3 in partnership with D97. The Park District of Oak Park, the Park District of Forest Park, the Carol Stream Park District, and the Downers Grove Park District are required to log any injury as part of their insurance risk pool. All agencies have confirmed that injuries were no greater on synthetic turf than on clay/grass infields, and there has not been an increase in reported injuries between the year the new synthetic field was installed and the prior year(s).

The Committee reviewed numerous research studies regarding whether synthetic turf use leads to an increased injury rate, and there was no conclusive data to support this concern. Also, the research studies do not differentiate the sport being studied or the size of the field. What the studies do show is that the data reviewed was based on comparison between higher quality grass field conditions vs. synthetic turf. The grass conditions used for the comparison are not the norm in the northern states. Park District fields are heavily used and not played under ideal conditions. Grass conditions in April or October are significantly different than June. In the spring and fall months, the grass is not vigorously growing, and the soil has limited draining ability. On some days, frost or a frozen surface may exist. At all the synthetic fields toured, the operation professionals noted that they did not see an increase in injuries with the use of synthetic turf.

#### Q16: What about the use of cork or coconut husk as an infill?

A: The Committee researched the use of cork or coconut husk in place of crumb rubber; however, they found that the cork/coconut husk product is significantly lighter than rubber crumb and easily migrates across the synthetic turf surface. As a result, the maintenance cost of cork/coconut husk infill on synthetic fields was significantly higher than rubber crumb or mineral composite infill. The Park District has committed to using a mineral composite as the synthetic turf infill, so the rubber crumb infill safety concerns will be addressed.

#### Q17: How much hotter is synthetic turf vs. grass on sunny days?

A: Research supports that the temperature on synthetic fields can spike higher than grass on hot, sunny days, with noon to 3 PM being the peak hours. This is due to rapid heat gain/loss through the synthetic grass blade, while the rubber infill has a lesser effect on field temperature. Penn State's Center for Sports Surface Research conducted a 2002 study on a synthetic turf field at Brigham Young University that showed average temperatures on the synthetic football and soccer fields can be as high as 40 degrees higher than grass fields on hot, sunny days with low humidity and no cloud cover.

A 2008 study by Milone & MacBroom Engineering showed an average temperature increase of less than S degrees on a synthetic field between noon and S PM on a sunny day. Rapid cooling began on the field if sunlight was interrupted or filtered.

The two Keystone infields are ¼ acre size or 1/6 the size of a football/soccer field. The Committee was unable to find any study noting the temperature measurements on only a synthetic baseball infield. The synthetic baseball infields at the Carol Stream Park District would be a similar synthetic

field size as the proposed Keystone synthetic infields, as only the infield is synthetic turf with a rubber infill and the outfield is grass. In 2018, the Carol Stream Park District measured the temperature on all 4 of their synthetic baseball infields on a hot, sunny day. Their temperature reading was 10 to 20 degrees higher than the air temperature.

To address the field heat concerns, the Park District has committed to using a Field Turf Cool Play or a similar product as the synthetic turf infill. The Cool Play infill is a proprietary formula mix of 50% polymer mix and 50% organic mineral mix designed for efficient heat surface reduction, reduced abrasiveness, better playability, and high performance. On a hot, sunny day with direct sunlight, the use of Cool Play can reduce the surface temperature up to 30 degrees on a synthetic field vs. rubber infill. The Downers Grove Park District did use Cool Play in their most recent replacement of a synthetic turf football field, and user feedback has indicated a cooler field with the Cool Play.

#### Q18: Are there other uses for the synthetic infields besides baseball?

A: Due to the nature of the field design, the primary use of the synthetic infields would be for youth and adult baseball/softball. However, the synthetic surface would be available to:

- RFYS and Chicago Edge for practices and drills year round as long an there is no snow on the surface.
- Park District programs including kickball, dodgeball, and fitness/wellness programs.
- Allow for expansion of the Park District's morning and afternoon summer camp programs.

#### Q19: How long does a synthetic athletic field last?

A: The synthetic turf has an estimated 10-year life span, and the crumb rubber base can be reused over multiple synthetic turf applications. The drain, gravel, and crumb rubber base will be reused. The carpet and the infill account for half the cost of a synthetic turf project.

What happens to the synthetic turf after it has been replaced depends on the manufacturer/installer. Some recycle the synthetic turf product into plastic pellets to be used in other products, and some send the synthetic turf to a landfill. The Park District will ask how the manufacturer/installer disposes of their synthetic turf as part of a Request for Bid.

#### Q20: Is specialized equipment required for the maintenance of synthetic turf?

A: One piece of field grooming equipment is required for the maintenance of a synthetic turf infield. The field groomer can be attached to an existing Park District tractor. The field groomer costs \$6,750.00.

#### Q21: Is specialized footwear required on synthetic turf?

A: No. Molded plastic cleats are recommended.

#### Q22: Does a baseball bounce or play differently on synthetic turf?

A: The speed/bounce/line/roll of turf infields can be adjusted to play like natural grass (slower) or faster based on the infill recipe and the pile height.

#### Q23: Other communities have great baseball fields without the use of synthetic turf. Why can't the

#### Park District use these designs at Keystone Park?

A: There are a lot of great natural grass ball fields in the Chicagoland area, including some in River Forest. Keystone Park East is a 3-acre landlocked site with no storm water retention availability. As a result, the storm water retention was designed into the athletic fields, and the Park District and its affiliate groups must deal with this issue after heavy rains. The storm water retention issues are unique to the Keystone site and what differs it from other sites in other communities. The use of the Park District athletic fields is at its maximum, and the Park District is no longer able to rotate out athletic fields for rest. As additional land space is not an option, the Park District must do everything possible to maximize the limited space we have.

### Q24: If the Park District Board moves forward on the installation of synthetic turf, what would be the timing of the project?

A: Our goal would be for this project to have as minimal impact on our programs and partners as possible. It is estimated that this synthetic turf project will have an 8-week schedule. To best fit between our spring baseball and fall soccer seasons, the project would be scheduled for the months of July and August.

If the Board were to consider approval of this project and if the OSLAD were to be funded and available, The Park District would need to complete and submit an OSLAD Grant Application no later than September 30, 2019. To allow time to completed and submit an OSLAD Grant Application, the Board would need to approve the project no later than their September 9<sup>th</sup>, 2019 Board Meeting.

This project has an estimated 8-week construction schedule

- Weeks 1-5: The engineer is authorized to begin drafting the project bid documentation. Note: It
  is expected to take 6 weeks for MWRD to review and approve the project application. The
  process can run concurrent with the engineering bid drafting and the Village permit application
  period.
- 2. Weeks 6-9: Construction permit application submitted to Village for review and approval.
- 3. Weeks 10-13: Solicit bids for project.
- 4. Bids are opened.
- 5. Weeks 14-17: Park Board awards the project to the lowest qualified contractor and contractor mobilization.
- 6. Weeks 18-25: Construction.

#### Q25: What is the historical timeline for the discussion of the synthetic turf infield?

A: The synthetic turf discussion timeline is as follows:

1. August 2017: RFYBS President, Greg White, presents a document proposing the installation of synthetic turf for the Keystone girls' infield. As a result of this proposal, the Board directs staff to

contact MWRD to find out if there are any storm water issues that the Park District should be aware of.

- 2. October 2017: Staff submits correspondence from the Metropolitan Water Reclamation District (MWRD) indicating that the RFYSB proposal to change the Keystone Park girls' infield to synthetic turf would not require any additional site work for water detention. The Board agrees to include the RFYBS proposal as part of the Park District's Capital Improvement Plan discussions that will take place in the winter.
- 3. December 2017: Kathleen Brennan attends the Park Board Meeting to inquire about the status of the synthetic turf discussion. President Roloff explains that the Board is still researching the possibility of synthetic turf, but has not made any decision whether synthetic turf is a direction the Board wishes to go, has not made any decisions on any type of synthetic turf product, and has not made any decision on possible synthetic turf locations. Commissioner Kuzmich is working with staff as a Board Liaison on this issue.

The Turf Committee begins touring synthetic turf facilities and meeting with the facility operation professionals.

- 4. January 2018: The Park Board discusses an update from the Committee.
- 5. March 2018: RFYBS President, Greg White, requests that the Park Board to keep the RFYBS synthetic turf proposal on their radar.
- 6. April 2018: Commissioner Kuzmich notifies the Park Board that he has met with the Sustainability Commission to discuss the progress of the Park District's synthetic turf research. Members of the Village Sustainability Commission are completing their own research and will submit an opinion in the future. The Park Board was polled on whether to continue the Committee's research, and the Park Board agrees to continue with the research.
- June 2018: Kathleen Brennan presents a draft Synthetic Turf Report from members of the Village Sustainability Commission, and asks the Parks Foundation to co-sponsor the report. The Parks Foundation takes no action on the request.
- 8. August 2018: Kathleen Brennan presents a Synthetic Turf Report from members of the Village Sustainability Commission to the ParkBoard.
- 9. An article and editorial of Katie Brennan's presentation was run in the August 22, 2018 Wednesday Journal.
- 10. September 2018: Mike Grant presents additional information to support the RFYBS synthetic turf proposal.
- 11. October 2018: The Committee presents a report to the Park Board addressing the RFYBS proposal as a starting point for discussion. The Board requests follow-up information on the use of underground drainage under the existing clay infield.
  - November 2018: The Committee provides a report on the use of underground drainage

- under the existing infield. The Park Board requests 4 follow-up questions:
- Request from RFYBS any documentation on how many times a baseball field was closed in 2018.
- Solicit a second civil engineering opinion on the option of installing a drainage system under a clay/sand mix ball field infield.
- Staff to submit more information on use opportunities for synthetic turf.
- Review additional revenue options to support the construction costs of the synthetic turf.
   Can this project be operated as an Enterprise Fund?
- 12. November 2018: On November 1, 2018, the Park District posts notice of the Synthetic Turf Committee Report on the Park District website.
- December 2018: The Committee provides a report addressing the 4 Park Board questions. The Park Board requests a final document is drafted including all the presented information with a draft FAQ.
- 14. January 2019: The Board reviewed the draft FAQ. The Park Board requests additional items to be included to the draft FAQ:
  - Include a site plan showing the proposed synthetic turfinfields.
  - Add a picture of a synthetic turf infield.

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- Add a FAQ regarding the discussion on this project to date and a construction timeline.
- Add a FAQ on microfiber run-off.
- Research runoff concerns with the project.
- Research if there is any data on the heat impact from synthetic turf¼ acre insize.
- 15. March, 2019: The Board approves an FAQ, and schedules a Public Hearing to public solicit feedback on the synthetic turf proposal.
- 16. April, 2019: The Board cancels the Public Hearing and table's discussion on the synthetic turf proposal until after the newly elected Park Board Members are sworn in.



List of synthetic turf fields installed by FieldTurf.



PR	OJECT NAME	LOCATION	DATE
1.	City of Joliet - Baseball Stadium	Joliet	2018
2.	Dore Elementary School	Chicago	2018
3.	University of IL at Champaign – Campus Recreation fields 1 and 2	Champaign	2017
4.	Lyons Township High School	La Grange	2017
5.	Libertyville High School	Libertyville	2017
6.	United Township High School	East Moline	2017
7.	Niles Park District indoor	Niles	2017
8.	Eureka College	Eureka	2017
9,	Locke Elementary School	Chicago	2017
10.	Northwestern University - Indoor	Evanston	2017
11.	Go For It Sports	Yorkville	2017
12.	Wentworth Park SW	Chicago	2017
13.	Wells High School	Chicago	2017
14.	Althoff High School - Football	Belleville	2017
15.	Brooks Academy Field	Chicago	2017
16.	Plainfield North High School	Plainfield	2017
17.	Plainfield East High School	Plainfield	2017
18.	Kankakee High School Stadium	Kankakee	2017
19.	Fenwick High School Stadium	Oak Park	2017
20.	Mansueto High School - Noble Charter Schools	Chicago	2017
21.	Homewood Flossmoor High School	Flossmor	2017
22.	North Park University	Chicago	2017
23.	East Aurora Hìgh School	Aurora	2017
24.	UIC Granderson Stadium	Chicago	2016
25.	Plainfield Central High School	Plainfield	2016
26.	School of Saints - Multipurpose	Winnetka	2016
<b>2</b> 7.	Plainfield South High School	Plainfield	2016
28.	Arlington Heights - Sunset Meadows 2 fields	Arlington Heights	2016
29.	Woodridge Park District	Woodridge	2016
30.	Batavia High School	Betavia	2016
31.	Wheaton College Football	Wheaton	2016
32.	Round Lake Area Park District Sports Center	Round Lake Beach	2015
33.	Northwestern University - Lakefront South Field	Evanston	2015
34.	Northwestern University - Lakefront Outdoor	Evanston	2015
35.	Libertyville High School - Brainerd Field	Libertyville	2015
36.	Chicago O'Hare Airport	Chicago	2015
<b>37</b> .	Oak Park Park District - Julian School	Oek Park	2015
38.	Dunne Technology Academy	Chicago	2015
39.	Park District of Forest Park	Forest Park	2015
40.	Elk Grove High School	Elk Grove Village	2015



PRO	DJECT NAME	LOCATION	DATE
41.	Carmel High School - Football	Mundelein	2015
42.	Northern Illinois University - Huskie Stadium	DeKalb	2015
43.	UIC Intramural West Field	Chicago	2015
44.	UIC Intramural East Field	Chicago	2015
45.	Kelly Park - Chicago Park District	Chicago	2015
46.	Morton Park District-Indoor Centre	Morton	2014
47.	Judson University	Elgín	2014
48.	Lindblom Park	Chicago	2014
49.	Chicago Park District Park 553	Chicago	2014
<b>5</b> 0.	Chicago Near North - Soccer	Chicago	2014
51.	Wheaton Açademy - Baseball	West Chicago	2014
52.	Harlem High School	Machesney Park	2014
53,	Lake Zurich High School	Lake Zurich	2014
54.	Intrinsic Charter School	Chicago	2014
55.	Graf Park - Wheaton PD	Wheaton	2014
56.	Wheaton Academy	West Chicago	2014
57.	Lockport East Stadium	Lockport	2014
58.	Wauconda CUSD	Wauconde	2014
59.	Morton West High School - Football	8erwyn	2014
60.	DePaul University	Chicago	2014
61,	Crane Prep High School	Chicago	2014
<b>6</b> 2.	Galesburg High School	Galesburg	2014
63.	St. Ignatius High School	Chicago	2014
64.	Wheaton College	Wheaton	2014
65.	University of Illinois at Urbana-Champaign - Ikenberry Field 1	Champaign	2014
66.	University of Illinois at Urbana-Champaign - Ikenberry Field 2	Champaign	2014
67.	University of Chicago	Chicago	2014
68.	Wheaton Park District - Indoor	Wheaton	2014
<b>6</b> 9.	Homewood Flossmoor High School - Indoor	Flossmoor	2014
70.	Homewood Flossmoor High School - Practice	Flossmoor	2013
71.	Great Lakes Quad Fleids	Great Lakes	2013
72.	Northbrook Sports Center	Northbrook	2013
73.	Heritage Park - Multipurpose	Wheeling	2013
74.	Heritage Park - Field 4	Wheeling	2013
75.	Heritage Park - Field 3	Wheeling	2013
76.	Heritage Park - Field 2	Wheeling	2013
77.	Senka Park	Chicago	2013
78.	Marquette Park	Chiacgo	2013
79.	Libertyville Complex Indoor 1	Libertyville	2013
80.	Libertyville Complex Indoor 2	Libertyville	2013



PROJECT NAME	LOCATION	DATE
31. Chicago Soccer Melrose Park	Melrose Park	2013
32. Northern Illinois University - Chessick Practice Center	DeKalb	2013
33. Lake Forast High School - Practica Field	Lake Forest	2013
34. Oak Park-River Forest High School	Qak Park	2013
35. DeKalb Parks - Indoor	Dekalb	2013
86. Forest View High School	Arlington Heights	2013
37. St. Francis High School - Football	Wheaton	20 <b>13</b>
88. Dulles Academy	Chicago	2013
9. Irving School	Qak Park	2013
0. Lake Park West High School	Roselle	2013
Illinois Institute of Technology - Soccer Field	Chicago	2013
2. Immeculate Conception High School	Elmhurst	2013
3. Huntley High School	Huntley	2013
4. West Lawn Park	Chicago	2013
5. Columbus Park - CPD	Chicago	2013
6. Columbus Park CPD - Baseball	Chicago	2013
7. Glenbrook North High School	Northbrook	2013
8. Pottawattomie Park	Chicago	2013
9. UNO Charter High School	Chicago	2013
00. River Perk - CPD	Chicago	2013
01. Chicago State University	Chicago	2013
02. University of Illinois-Baseball	Champaign	2013
03. St. Charlas Boys Baseball - Infield #2	St. Charles	2013
04. St. Charles Boys Baseball - Infield #1	St. Charles	2013
05. Illinois State University - Redbird Baseball Stadium	Normal	2013
06. Northern Illinois University - Recreational Field	Dekalb	2012
07. Dougles Park	Chicago	2012
08. Mandrake Park	Chicago	2012
09. Nazareth Academy - Softball	LaGrange Park	2012
0. Downer's Grove High School	Downers Grove	2012
II, West Ridge Elementary	Chicago	2012
i2. Davis Park	Chicago	2012
3. Augustana College	Rock Island	2012
4. Glenbard South High School	Glen Ellyn	2012
5. Pinckneyville High School	Pickneyville	2012
6. Swanson Stadium	Rockford	2012
7. Wyeth Stedium	Rockford	2012
8. Melas Park - Softball infield 4	Mount Propsect	2012
9. Melas Park - Softball infield 3	Mount Propsect	2012
20. Melas Park - Softball infield 2	Mount Propsect	2012



PROJECT NAME		LOCATION	DATE
121. Melas Park - S	oftball infield 1	Mount Propsect	2012
122. Glenbard East	High School	Lombard	2012
123. Hawthorne Par	k District	Cicero	2012
124. Prospect High	School	Mount Prospect	2012
125. Sterling High S	chool	Sterling	2012
126. New Trier High	School - Multiuse Practice	Northfield	2012
127. New Trier High	School - Football Practice	Northfield	2012
128. New Trier High	School - Stadium	Northfield	2012
129. Oak Brook Par	k District	Oak Brook	2012
130. Glenbrook Sou	th High School	Glenview	2012
131. Geneva High Sc	chool	Geneva	2012
132. University of III	nois - Memorial Stadium (2)	Champaign	2012
133. University of Ill	nois - Irwin Indoor	Champaign	2012
134. Rolling Meadow	s High School	Rolling Meadows	2012
135. Buffalo Grove	High School	Buffalo Grove	2012
136. Maroa-Forsyth	High School	Maroa	2012
137. Salvation Army	- Ray Kroc Community Center - Soccer	Chicago	2011
138. Southwest Are	a High School	Chicago	2011
139. Salvation Army	- Ray Kroc Community Center - Baseball	Chicago	2011
140. Newberry Elem	entary Math & Science Academy	Chicago	2011
141. Johnson Collec	ge Prep	Chlcago	2011
142. Garvy Elementa	ary School	Chicago	2011
143. Jackson Park		Chicago	2011
144. Garfield Park		Chicago	2011
145. La Follette Par	k	Chicago	2011
146. Cornell Square	Park	Chicago	2011
147. Chicago Futsal	Academy	Chicago	2011
148. Belding Elemen	tary School	Chicago	2011
149, Jacob Beidler B	Elementary	Chicago	2011
150. Humboldt Park	(Take the Field Project)	Chicago	2011
151. Gately Stadium		Chicago	2011
152. Chicago Public	Schools - POE Classical School	Chicago	2011
153. DuQuion CUSD	- Baseball infield	DuQuoin	2011
154. Avalon Park Ele	mentary School	Chicago	2011
155. DuQuoin CUSD	- Main Field	DuQuoin	2011
156. John Hay Comm	nunity Academy	Chicago	2011
157. May Community	Academy	Chicago	2011
158. Park Manor Ele	mentary School	Chicago	2011
159. Oglesby Elemen	ntary School	Chicago	2011
160. Copernicus Ele	mentary	Chicago	2011



PRC	DJECT NAME	LOCATION	DATE
161.	Oak Lawn High School	Oak Lawn	2011
162.	Wheeling High School	Wheeling	2011
163.	John Hersey High School	Arlington Heights	2011
164.	Dominican University	River Forest	2011
165.	Quincy High School	Quincy	2011
166.	Deerfield High School	Highland Park	2011
167.	Freeport School District #145	Freeport	2011
168.	Redmond Park	Bensenville	2011
169.	Community High School District 99 - South High School	Downers Grove	2011
170.	Trinity Christian College	Alsip	2011
171.	Community High School District 99- North High School	Downers Grove	2011
172.	Montini Catholic High School	Lombard	2011
173.	Lewis University	Romeoville	2011
174.	Mendota High School	Mendota	2011
175.	North Central College	Naperville	2011
176.	Elmhurst College	Elmhurst	2011
177.	Concordia University	River Forest	2011
178.	Wasco Diamonds Softball Club	Elburn	2011
179.	Aurora West High School	Aurora	2011
180.	Howe School	Chicago	2010
181.	Kelvyn Park	Chicago	2010
182.	Humboldt Park	Chicago	2010
183.	Reinberg Elementary	Chicago	2010
184.	Burroughs School	Chicago	2010
185.	Glenbard West High School	Glen Ellyn	2010
186.	Sandburg High School	Orland Park	2010
187.	Mooseheart Child City & School	Mooseheart	2010
188.	Highland Park High School - Wolters Field	Highland Park	2010
189.	Bradley Bourbonnais High School	Bradley	2010
190.	Marshall Metro High School	Chicago	2010
191.	Southern Illinois University - Carbondale	Carbondale	2010
192.	Benito Juarez High School	Chicago	2010
193.	Andrew High School	Tinley Park	2010
194.	Chicago Fire Soccer Complex	Bridgeview	2010
1 <b>9</b> 5.	Kelly Curie Gage Park High School	Chicago	2010
196.	Glen Ellyn Park District - Ackerman Sports Complex	Glen Ellyn	2009
197.	Bennett and Brosseau Roofing	Romeoville	2009
198.	Palatine Park District-Falcon Park	Palatine	2009
199.	Archer Park (Chicago Park District)	Chicago	2009
200.	Naperville Central High School	Naperville	2009

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2011. Heles Franciscan High School	PROJECT NAME	LOCATION	DATE
2008	201. Hales Franciscan High School	Chicago	2009
204. Brother Rice High School         Chicago         2009           205. Glenberd North High School         Carol Streem         2009           206. Meine South High School         Park Ridge         2009           207. Ridgewood High School         Norridge         2009           208. Grant Community High School         Fox Leke         2009           209. Mommouth College         Monmouth         2009           210. Grayslake North High School         Grayslake North High School         2009           211. Kedvale Park         Chicago         2009           212. Oak Park River Forest High School         Qak Park         2009           213. Evanation High School         Evanation         2009           214. Westinghouse High School         Chicago         2009           215. Northern Illinois University - Huskie Stadium         Dekalt         2009           216. Naperville North High School         Naperville         2009           217. Perforesional Baseball Instruction of Illinois         Lake Barrington         2008           218. Naperville North High School West         Bourbonnale         2008           219. Lidden Cove Sports Complex         Bourbonnale         2008           210. Lincoln Way High School West         Bourbonnale         2008	202. York High School	Elmhurst	2009
205. Glenbard North High School         Carol Stream         2009           206. Maine South High School         Park Ridge         2009           207. Ridgewood High School         Norridge         2009           208. Grant Community High School         Fox Leke         2009           209. Monmouth College         Monmouth         2008           210. Grayslake North High School         Grayslake         2009           211. Kedvale Park         Chicago         2008           212. Qak Park River Forest High School         Oak Park         2009           213. Evanston High School         Evanston         2009           214. Westinghouse High School         Evanston         2009           215. Northern Illinois University - Huskie Stadium         Dekalb         2009           216. Naperville North High School         Naperville         2009           217. Professional Baseball Instruction of Illinois         Lake Barrington         2008           218. Qubs Care Park         Chicago         2008           219. Hidden Cove Sports Complex         Bourbonnais         2008           220. Lincin Way High School West         New Lenox         2008           221. Sparks Travellers Baseball         Lockport         2008           222. Bo Jackson's Eilte Sports	203. Kosciuszko Park (Chicago Park District)	Chicago	2009
206. Maine South High School         Perk Ridge         2009           207. Ridgewood High School         Norridge         2009           208. Grant Community High School         Fox Lake         2009           209. Mommouth College         Monmouth         2008           210. Grayslake North High School         Grayslake         2009           211. Kedvale Park         Chicago         2009           212. Oak Perk River Forest High School         Evanston         2009           213. Evanston High School         Evanston         2009           214. Westinghouse High School         Chicago         2009           215. Northern Illinois University – Huskie Stadium         Dekalb         2009           216. Nopporille North High School         Naperville         2009           217. Professional Baseball Instruction of Illinois         Lake Barrington         2008           218. Outs Care Park         Chicago         2008           219. Hidden Cove Sports Complex         Bourbonnais         2008           220. Lincioni Way High School West         New Lenox         2008           221. Sparks Travellers Baseball         Lockport         2008           222. Bo Jackson's Elite Sports         Lockport         2008           223. TY Sports LLC         Lockp	204. Brother Rice High School	Chicago	2009
207. Ridgewood High School         Norridge         209           208. Grant Community High School         Fox Leke         209           209. Monmouth College         Monmouth         2009           210. Grayslake North High School         Grayslake         2009           211. Kedvale Park         Chicage         2009           212. Oak Park River Forest High School         Evanston         2009           213. Evanston High School         Evanston         2009           214. Westinghouse High School         Chicage         2009           215. Northern Illinois University - Huskie Stadium         Dekalb         2009           215. Northern High School         Naperville         2009           216. Naperville North High School         Naperville         2009           217. Professional Baseball Instruction of Illinois         Lake Barrington         2008           218. Outs Care Park         Chicage         2008           219. Hidden Cove Sports Complex         Bourbonnale         2008           220. Lincoln Way High School West         New Lanox         2008           221. Sparks Travellers Baseball         Lockport         2008           222. Bo Jackson's Elike Sports         Lockport         2008           223. TP Sports LLC         Lockport <td>205. Glenbard North High School</td> <td>Carol Stream</td> <td>2009</td>	205. Glenbard North High School	Carol Stream	2009
208. Grant Community High School Fox Leke 2009 209. Monmouth College Monmouth 2008 210. Grayslake North High School Grayslake 2009 211. Kedvale Park Chicage 2009 212. Oak Park River Forest High School Oak Park 2009 213. Evanston High School Evanston 2009 214. Westinghouse High School Chicage 2009 215. Northern Illinois University - Huskie Stadium Dekalb 2009 216. Naparville North High School Naparville 2009 217. Professional Baseball Instruction of Illinois Lake Barrington 2008 218. Oibs Care Park Chicage 2008 219. Hidden Cove Sports Complex Bourbonnais 2008 220. Lincoln Way High School West New Lenox 2008 221. Sparks Travellers Baseball Lockport 2008 222. The Sports LLC Lockport 2008 222. The Sports LLC Lockport 2008 223. The Sports LLC Lockport 2008 224. Lincoln Park (Chicago Park District) Chicago 2008 225. Leke Barrington Field House Lake Barrington 2008 226. Leke Barrington Park South Barrington 2008 227. South Barrington Park South Barrington 2008 228. Marian Catholic High School Burbank 2008 239. Stewart Campus Park Chicago 2008 230. Stewart Campus Park Chicago 2008 231. St. Leurence High School Burbank 2008 233. Adlai Stevenson High School Barrington 1008 234. Barrington High School Barrington 1008 235. Stewart Campus Park Chicago 2008 236. Great Lakes Newy Base-Constitution Field Great Lakes 2008 237. Village of Melrose Park-Baseball Melrose Park 2008 238. Great Lakes Newy Base-Constitution Field Great Lakes 2008 239. Brown Park District-Freedom Park Secory 2008 230. Stewart Olitrict-Freedom Park Secory 2008 231. Stewart Partick High School Shampaign 2008 232. University of Milnois-Urbana Chempaign-Soccer Champaign 2008 233. Berwyn Park District-Freedom Park Secory 2008 234. Berwyn Park District-Freedom Park Secory 2008 235. Brown Park Politrict-Freedom Park Secory 2008 236. Brown Park Politrict-Freedom Park Secory 2008 237. Village of Melrose Park-Baseball 8600000000000000000000000000000000000	206. Maine South High School	Park Ridge	2009
209. Mommouth College         Mommouth         2008           210. Grayslake North High School         Grayslake         2009           211. Kedvale Park         Chicago         2009           212. Oak Park River Forest High School         Dek Park         2009           213. Evanaton High School         Evanaton         2009           214. Westinghouse High School         Chicago         2009           215. Northern Illinois University - Huskie Stadium         Dekalb         2009           216. Naparville North High School         Naparville         2009           217. Profressional Basebal Instruction of Illinois         Lake Barrington         2008           218. Cubs Care Park         Chicago         2008           219. Hidden Cove Sports Complex         Bourbonnaie         2008           220. Lincoln Way High School West         New Lenux         2008           221. Sparks Travellers Baseball         Lockport         2008           222. Bo Jackson's Elite Sports         Lockport         2008           223. TP Sports LLC         Lockport         2008           224. Lincoln Park (Chicago Park District)         Chicago         2008           225. Lake Barrington Field House         Lake Barrington         2008           226. Northwestern University-Indo	207. Ridgewood High School	Norr <b>id</b> ge	2009
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239. Berwyn Park District-Freedom Park Berwyn 2008	237. Village of Melrose Park-Baseball	Melrose Park	2008
	238. University of Illinois-Urbana Champaign-Soccer	Champaign	2008
240 Prentane Math & Colone Academy	239. Berwyn Park District-Freedom Park	Berwyn	2008
240. bi entano matri a Science Academy Chicago 2006	240. Brentano Math & Science Academy	Chicago	2008



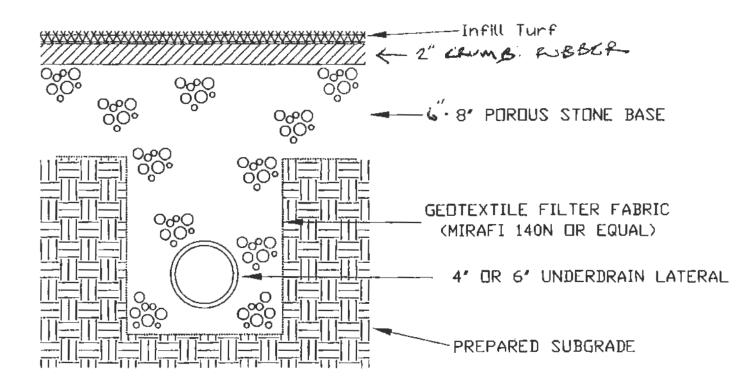
ROJECT NAME	LOCATION	DATE
41. Lincoln Way Community High School District - North High School	Frankfort	2008
42. Homewood Flossmoor High School	Flossmoor	2008
43. Trevian Soccer Club	Niles	2008
44. University of Illinois - Illinois Field	Champaign	2008
45. Seven Bridges Ice Arena	Woodbridge	2008
46. University of Illinois - Memorial Stadium	Champaign	2007
47. University of Illinois Chicago-Les Miller Stadium	Chicago	2007
48. Loyola University-Field #2	Chīcago	2007
49. Rockford Park District	Loves Park	2007
50. Lane Technical High School Stadium	Chicago	2007
51. Northwestern University-Soccer & Lacrosse Stadium	Evanston	2007
52. Morton Park District-Indoor Centre	Morton	2007
53. New Cicero Park	Cicero	2007
54. Leke Forest High School-West Campus Field	Lake Forest	2007
55. Nazareth Academy	La Grange Park	2007
56. Bolingbrook High School	Bolingbrook	2007
57. Romeoville High School	Romeoville	2007
58. Grayslake Central High School	Grayslake	2007
59. Illinois Collega	Jacksonville	2007
60. University of Chicago- Amos Alonzo Stagg Stadium	Chicago	2007
51. Village of Melrose Park	Melrose Park	2007
62. Illinois State University - Hancock Stadium	Normal	2007
33. Tinley Park Sports Park	Tinley Park	2007
64. Blaine Elementery School	Chicago	2006
65. Senn High School	Chicago	2006
66. North Park University - Indoor	Chicago	2006
7. Riverside-Brookfield High School	Riverside	2006
88. Saint Xavier University - Deaton Sports Field	Chicago	2006
9. Northbrook Park District	Northbrook	2006
70. Lincoln Way Community HS District - East High School	Frankfort	2006
7). Lincoln Way Community HS District - Central High School Field	Frenkfort	2006
2. Loyola University - Practice Field	Chicago	2005
3. DePaul University - Wish Field	Chicago	2005
4. Elmwood Park High School	Elmwood Park	2005
5. Bernard Zell Anshe Emet Day School	Chicago	2005
6. West Chicago High School	West Chicago	2005
7. Libertyville High School	LibertyvIIIe	2005
8. Northwestern University	Evanston	2005
9. Frozen Ropes Indoor Basebell	Chicago	2005
O. Round Lake Area Park District Sports Center	Round Lake Beach	2005

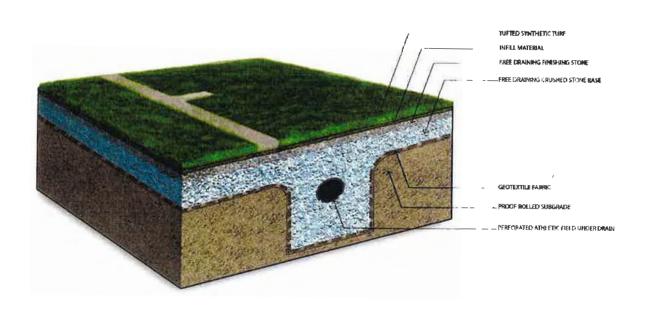


PROJECT NAME	LOCATION	DATE
281. Leo Catholic High School	Chicago	2004
282. Wheaton College-McCully Field	Wheaton	2004
283. Wheaton College-East McCully Field	Wheaton	2004
284. Lyons Township High School-Bennett Field	La Grange	2004
285. Carmel High School	Mundelein	2004
286. Douglas Park	Chicago	2004
287. North Park University-Holmgren Athletic Complex	Chicago	2004
288. Falconer School	Chicago	2004
289. Wheaton Warrenville South High School	Wheaton	2003
290. Wheaton North High School	Wheaton	2003
291. Streamwood High School - Millenium Field	Streamwood	2002
292. Darien Sportsplex	Darien	2001
293. Stars and Spikes	Crystal Lakes	2001
294. Concordia University Stadium (IL)	River Forest	2001
295. North Park University-Soccer Field	Chicago	2000
296. Chicago United Soccer	Chicago	1999



Synthetic turf cross section.







Keystone Park East Site Plan.





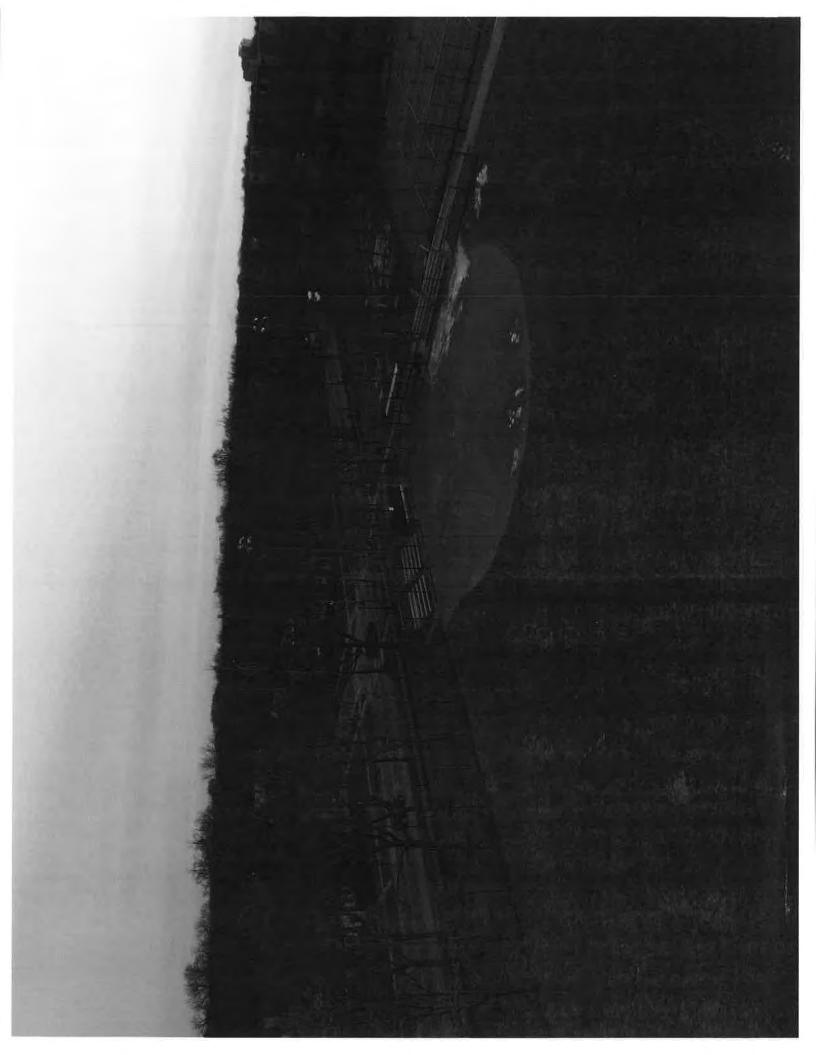
Photos of a synthetic turf infield with an grass outfield. McCaslin Park, Carol Stream Park District.







Photos of the Keystone Park East girls' infield.





Photos of synthetic turf edge.



COUR BETWEEN SYNTHETIC TUPF & WRASS



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

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

#### **MEMORANDUM**

Date: September 5, 2019

To: Catherine Adduci, Village President

Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Affordable Housing Plan

As an update, Staff has been in communications with our planning consultant regarding the creation of an affordable housing plan for the Village. The plan moving forward is to have the planning consultant complete a draft report that will be sent to the Plan Commission for review and public

input before making a recommendation to the Village Board. This is the same process we used when updating the comprehensive plan. We are looking to convene the plan commission at their

regular meeting in October 2019.

Thank you.