



VILLAGE OF RIVER FOREST SPECIAL VILLAGE BOARD MEETING

Monday, October 1, 2018 – 7:00 PM
Village Hall - 400 Park Avenue, River Forest, IL 60305
Community Room

AGENDA

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Citizen Comments
4. Elected Official Comments & Announcements
 - a. Discussion: Chicago Avenue Road Project Update
5. Recommendations of Boards, Commissions and Committees
 - a. Zoning Board of Appeals
 - i.514 Ashland – Variation – Ordinance (lot coverage)
 - ii.346 Park Avenue – Variation – Motion to Continue to October 15, 2018 (garage height)
 - iii.346 Park Avenue – Variation – Motion to Continue to October 15, 2018 (side yard setback)
6. Unfinished Business
 - a. Approval of a Redevelopment Agreement for the 7756 Madison Street Skin Care Company Spa Salon Development Comprising a Part of the Madison Street TIF District – Ordinance
7. New Business
 - a. Policy for Use of Incentives in a TIF District
 - b. Resolution Authorizing the Execution of an Intergovernmental Agreement with Cook County Regarding the Village of River Forest Bicycle Master Plan
8. Executive Session
9. Adjournment



MEMORANDUM

DATE: October 1, 2018

TO: Eric J. Palm, Village Administrator

FROM: John Anderson, Director of Public Works

SUBJECT: Update – Chicago Avenue Resurfacing Project

Update: Though the start of the Chicago Avenue Resurfacing Project faced multiple delays, the contractor has mobilized and has made a substantial amount of progress within the last few weeks. Initial delays associated with Nicor and AT&T having to relocate some of their facilities caused the contractor to hold-off on mobilizing for approximately two months. Just before they were ready to mobilize, the subcontractor hired to complete the installation of curb and sidewalk walked off the job, asserting that the delay had caused the project to no longer be feasible within their schedule. Though it took longer than normal due to IDOT's Disadvantaged Business Enterprise requirements, the general contractor found another concrete subcontractor willing and able to perform all concrete installations on the project. This caused another delay of one week. Shortly thereafter, the general contractor mobilized to start work. Since that time, a substantial amount of progress has been made. Project tasks that have been started and/or completed since mobilization include the following:

- Curb and sidewalk removal (with the exception of Lathrop and Jackson – to allow for access)
- Curb has been replaced on over half the project
- A substantial amount of sidewalk has been installed along the east side of the project area
- Storm sewer installation is underway along the west side of the project area
- Bio-retention areas have been excavated and pavement has been removed in these areas

Remaining project tasks include the following:

- Completion of remaining curb and sidewalk replacement
- Manhole adjustments (to allow for pavement milling)
- Pavement removal and replacement
- Landscaping and restoration

The general contractor has indicated that they believe all items impacting vehicular or pedestrian access (curb, sidewalk, pavement, etc.) will be completed this fall. Items such as landscaping and decorative fence installation may be delayed until spring of 2019. However, the intent is to complete as much of the project as possible in 2018 and to minimize the amount of work remaining for 2019.

The project cost is currently as planned, with two exceptions:

- Village Street-Light Cable Relocation - \$6,000
- In-curb Manhole Repairs - \$9,660

The need for each of these items has been discovered during the course of construction and they are necessary to accommodate the proposed improvements. It should be noted that while these costs are in excess of what was originally anticipated, project savings will likely be realized on other items to help offset these costs.



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

MEMORANDUM

Date: September 27, 2018

To: Eric Palm, Village/Zoning

From: Lisa Scheiner, Assistant Village Administrator

Subj: Request for Zoning Variation – 514 Ashland Avenue – Lot Coverage

Issue

Steve Glinke and Ellen Hamilton, owners of the property at 514 Ashland Avenue has submitted an application for a variation from the regulations that restrict lot coverage pursuant to Section 10-9-5 of the River Forest Zoning Ordinance for the purpose of constructing an addition to a single family detached residence.

Analysis

On August 9 the Zoning Board of Appeals held a public hearing and considered the attached application. The Zoning Board of Appeals voted 2 to 2 in favor of recommending that the requested variation be approved by the Village Board of Trustees, which means that this matter proceeds to the Village Board of Trustees without a recommendation. On September 20, 2018, the Zoning Board of Appeals unanimously approved the Findings of Fact and Recommendation regarding this matter. The Board may recall that this item was tabled to the October 1, 2018 Village Board of Trustees meeting and is now ready for formal action.

Recommendation

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

- Motion to approve an Ordinance granting the requested variation to Section 10-9-5 of the Zoning Ordinance at 514 Ashland Avenue.

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

Attachments

- Ordinance
- Findings of Fact
- Report from the Zoning Board of Appeals
- Variation Request Application
- Minutes of Zoning Board Meeting

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A LOT COVERAGE VARIATION TO ALLOW
CONSTRUCTION OF AN ADDITION AT 514 ASHLAND AVENUE**

WHEREAS, a request for variation (“Application”) from the requirements of the Zoning Ordinance of the Village of River Forest (“Zoning Ordinance”) relative to increasing the lot coverage requirement of Section 10-9-5 of the Zoning Ordinance, in order to allow the increase in lot coverage from 30% to 34.06% (“Variation”) to allow a one (1) story addition to be built on the single-family residence on the property commonly known as 514 Ashland Avenue, River Forest, Illinois (“Property”) in the R-2 Single-Family (Detached) Residential Zoning District, has been received from petitioners Steve Glinke and Ellen Hamilton (together “Petitioners”); and

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

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

WHEREAS, on August 9, 2018, the Board of Appeals held a public hearing on the Application pursuant to notice thereof given in the manner required by law, and, after considering all of the testimony and evidence presented at the public hearing, the Board of Appeals recommended denial of the Variation by a vote of 2-2, all as set forth in the Findings and Recommendation of the Board of Appeals in this matter (“Findings and Recommendation”), a copy of which is attached hereto as **Exhibit B**; and

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

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

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

SECTION 2: The President and Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Zoning Ordinance: (i) find that the Variation meets the standards for a variation set forth therein and (ii) approve the Variation with respect to the one (1) story addition to the single-family residence on the Property proposed by the Petitioners in their application for the Variation. The Variation is approved only to the extent needed for the construction and maintenance of the one (1) story addition to the single-family residence on the Property proposed by the Petitioners in their application for the Variation, and the Variation shall remain in effect only for so long as the one (1) story addition to the single-family residence remains on the Property.

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

SECTION 4: Any violation of any term or condition stated in this Ordinance or of any applicable code, ordinance, or regulation of the Village shall be grounds for the rescission of the approvals made in this Ordinance.

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

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

ADOPTED this 1st day of October, 2018, pursuant to a roll call vote of at least two-thirds (2/3) of the Board of Trustees of the Village of River Forest, per Section 10-5-4(E)(3) of the Zoning Ordinance.

AYES:

NAYS:

ABSENT:

APPROVED by me this 1st day of October, 2018, 2018.

Catherine Adduci, Village President

ATTEST:

Kathleen Brand-White, Village Clerk

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

By: _____
Titleholder of Record of the Property

By: _____
Titleholder of Record of the Property

Date: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

LOT 22 IN BLOCK 5 IN PART OF RIVER FOREST, BEING A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SURVEYED FOR THE "SUBURBAN HOME MUTUAL LAND ASSOCIATIONS" ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 1890 IN BOOK 43 OF PLATS, PAGE 20 AS DOCUMENT 1291334, IN COOK COUNTY, ILLINOIS.

PIN: 15-12-302-029

COMMONLY KNOW AS: 514 Ashland Avenue, RIVER FOREST, ILLINOIS

EXHIBIT B

FINDINGS OF FACT AND RECOMMENDATION

(attached)

**VILLAGE OF RIVER FOREST ZONING BOARD OF APPEALS
FINDINGS OF FACT AND RECOMMENDATION REGARDING
A LOT COVERAGE VARIATION RELATED TO A PROPOSED ADDITION
AT 514 ASHLAND AVENUE**

WHEREAS, petitioners Steve Glinke and Ellen Hamilton ("Petitioners"), owners of the property located at 514 Ashland Avenue in the Village of River Forest ("Property"), requested certain variations from the Village of River Forest's setback requirements pursuant to Sections 10-9-5 and 10-8-5 of the Village of River Forest Zoning Code ("Zoning Ordinance") the construction of a one (1) story addition onto the house that exceeds the lot coverage limit of 30%, and increases the Lot Coverage to 34.06% ("Variation"). The Property is located in the R-2 Single-Family (Detached) Residential Zoning District; and

WHEREAS, the Village of River Forest Zoning Board of Appeals ("Board") held a public hearing on the question of whether the requested Variations should be granted on August 9, 2018 and was held as required by Section 10-5-4(E) of the Village of River Forest Zoning Ordinance ("Zoning Ordinance"). At the public hearing, all persons present and wishing to speak were given an opportunity to be heard and all evidence that was tendered was received and considered by the Board; and

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

WHEREAS, at the public hearing on August 9, 2018, the Petitioners provided information and testimony regarding the requested Variation, testifying, among other things, that the proposed addition was the only addition they could make work since the house was a bungalow and they wished to preserve the classic bungalow look, and that they believed that if they built upward, the classic bungalow look would be destroyed; and

WHEREAS, at the public hearing on August 9, 2018, no person objecting to the Variation testified; and

WHEREAS, the Board, having considered the criteria set forth in Section 10-5-4 of the Zoning Ordinance, voted 2-2, and having failed to make a majority vote in favor of a positive recommendation to the Village President and Board of Trustees, recommends that the requested Variations for the Property be DENIED.

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

FINDINGS OF FACT

1. **The physical surroundings shape or topographical conditions of the Property constitute a specific hardship upon the owner as distinguished from an inconvenience if the strict letter of the regulations were to be carried out.** The Property is a small lot, as it does not meet the minimum lot area for the R-2 Single-Family (Detached) Zoning District. Due to the small lot size of the Property, two of the four Board members present found that this standard has been met.
2. **The aforesaid unique physical condition did not result from any action of any person having an interest in the property, but was created by natural forces or was the result of governmental action, other than the adoption of the Village's Zoning Regulations, for which no compensation was paid.** As noted above, the physical size of the lot is longstanding, however, the Petitioners previously built a large three (3) car garage that increased the lot coverage on the Property that resulted in the Variation being requested at this time. If the garage had not been built, the Petitioners would not need the Variation. Two of the four Board members present did not believe that this standard was met.
3. **The conditions of the Property upon which the petition for Variation is based may not be applicable generally to other property within the same zoning classification.** Due to the small lot size of the Property, which is smaller than the minimum lot size in the R-2 Single Family (Detached) Zoning District, two of the four Board members present found that this standard has been met.
4. **The purpose of the Variation is not based predominately upon a desire for economic gain.** The Board found this standard has been met.
5. **The granting of the Variation is not detrimental to the public welfare or unduly injurious to the enjoyment, use, or development value of other property or improvements in the neighborhood in which the Property is located.** Two of the four Board members present found that this standard has been met;
6. **The granting of the Variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood.** Two of the four Board members present found that this standard has been met, as there are no expected impacts on an adequate supply of light or air to adjacent properties if the Variation were allowed, and there is no expected threat to the public's health, safety and welfare if the Variation were allowed.
7. **The granting of the Variation will not unduly tax public utilities and facilities in the area of the Property.** This Board finds this standard was met, as there are no expected impacts on public utilities and facilities in the area of the Property if the Variation were allowed.

8. **There are no means other than the requested Variation by which the hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Property.** Two of the four Board members present did not believe that this standard was met.

RECOMMENDATION

The Board, by a vote of 2-2 (Chairman Martin and Member Smetana voting no), found that because certain of the standards for the granting of the Variation were not met, as set forth above, recommends to the Village President and Board of Trustees that the recommendation of a proposed Variations for construction of the addition on the Property in the R-2 Single-Family (Detached) Residential Zoning District be DENIED.



Frank Martin
Chairman


Date



REPORT FROM THE VILLAGE OF RIVER FOREST ZONING BOARD OF APPEALS

Recommendation: The Zoning Board of Appeals made a motion to recommend granting the requested variation to construction an addition in excess of the Village's lot coverage requirements. The motion failed due to a tie vote. As a result, this matter is being forwarded to the Village Board of Trustees with a negative recommendation from the Zoning Board of Appeals.

Property: 514 Ashland Avenue

Zoning District: R2 Single Family Detached

Applicant: Steve Glinke and Ellen Hamilton

Ordinance Provision(s): 10-9-5 Lot Coverage and Floor Area Ratio: Lot coverage and floor area ratio regulations of the R1 district contained in section 10-8-5 of this title shall apply.

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

Nature of Application: The applicant proposes to construct a one story addition onto the existing house. The proposed addition would result in an increase to the lot coverage on the site to 34.06% of the lot area.

Analysis of Request:

<i>Applicable Code Section(s)</i>	<i>Code Requirement(s)</i>	<i>Proposed Variation(s)</i>
10-9-5	Lot coverage may not exceed 30%	Construct an addition that would result in lot coverage of 34.06%

Hearing Date: August 9, 2018

Date of Application: July 16, 2018

Zoning Board Vote:	Chairman Frank Martin	No
	David Berni	Yes
	Gerry Dombrowski	Not Present
	Tagger O'Brien	Yes
	Michael Ruehle	Not Present
	Michael Smetana	No
	Robert Swindal	Not Present

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

Report Prepared by: Clifford Radatz, Building Official

Requested Action: Motion to consider an ordinance granting the requested variation to Section 10-9-5 of the Zoning Code at 514 Ashland Avenue.



MEMORANDUM

DATE: August 2, 2018

TO: Zoning Board of Appeals

FROM: Clifford E. Radatz
Building Official

SUBJECT: Variation Request – 514 Ashland Avenue

Steve Glinke and Ellen Hamilton, owners of the property at 514 Ashland Avenue, have submitted the attached application for variation to the Lot Coverage regulation contained in Section 10-9-5 of the Zoning Code. The applicant proposes to construct a one story addition onto the existing house.

Section 10-9-5 of the Zoning Code allows a maximum Lot Coverage equal to 30% of the Lot Area. The applicants are requesting to construct an addition which will increase the Lot Coverage on the site to 34.06% of the Lot Area.

If the Zoning Board wishes to recommend the approval of this variation to the Village Board of Trustees, the following motion should be made: *Motion to recommend to the Village Board of Trustees the approval of the variation to Section 10-9-5 of the Zoning Code in order to allow construction of an addition at 514 Ashland Avenue.*

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

**Application for Zoning Variation
for
Addition to Glinke Residence
514 Ashland River Forest Illinois**

**Applicant: Steve Glinke
514 Ashland Avenue
River Forest, Illinois 60305**

Submitted: June 27, 2018

Application Requirements:

The names and addresses of the owner of the subject property, the applicant and all persons having an ownership or beneficial interest in the subject property and proposed development

Whereas the Applicant has provided the following Ownership and Applicant information, therefore the Applicant has complied with this Item

Owner of Record:

Steve Glinke and Ellen Hamilton

Address: 514 Ashland Avenue, River Forest, IL

Applicant:

Steve Glinke – Ellen Hamilton

Address: 514 Ashland Avenue, River Forest, IL

Contact: Steve Glinke
708-514-6231



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

Address of Subject Property: 514 Ashland Date of Application: 13 July '18

Applicant		Architect / Contractor	
Name: Steve Glinke and Ellen Hamilton		Name: Kim Smith	
Address: 514 Ashland		Address: 811 N. East Ave.	
City/State/Zip: River Forest		City/State/Zip: Oak Park Il.	
Phone: (708) 514-6231	Fax:	Phone: (773) 934-9124	Fax:
Email: sglinke@forestpark.net		Email: ksmith@smith-arch.com	

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

Zoning District of Property: ☐ R1 ☒ R2 ☐ R3 ☐ R4 ☐ OC1 ☐ OC2 ☐ OC3 ☐ OPRI ☐ ORIC

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

☒ Zoning Code

☐ Building Code (fence variations only)

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

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

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

SIGNATURES:

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

Owner: _____ Date: 15 July 2018

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

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

APPLICATION FOR ZONING VARIATION

Address of Subject Property: 514 Ashland

Date of Application: 13 July '18

Summary of Requested Variation(s):

Applicable Code Section (Title, Chapter, Section) <i>Example:</i> 10-8-5, lot coverage	Code Requirement(s) <i>Example:</i> no more than 30% of a lot	Proposed Variation(s) <i>Example:</i> 33.8% of the lot (detailed calculations on a separate sheet are required)
10-9-5 Lot Coverage	Not to exceed 30% as referenced in Section 10-8-5	33.9 (see attached)

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

SUMMARY OF REQUEST

The applicant(s) are both long-time residents of River Forest. Resident Steve Glinke's family has lived in River Forest since 1964 and spouse Ellen Hamilton was raised in Oak Park and has lived in the subject property since 2001. Both applicants have sibling residents in River Forest (Hamilton, Whealy, O'Leary and Griffith) as further evidence of deep roots in the community. The desire to improve this one story arts and crafts bungalow is driven by the need for greater living space, specifically a new master suite and larger kitchen. The addition is a modest design to meet current and future needs for the family.

The subject lot is not unique to the neighborhood but as 50'x 157' is the predominant dimension along the 500-600-700 block(s) of Ashland Ave. all of which are located in the R-2 zoned district. The lone anomaly is the lot area of these properties which all fall below the minimum threshold in the R-2 district (8,712 sq. ft.).

The decision to add-on vs. add-up was intended to preserve the original character and detail of the turn-of-the-century arts and crafts bungalow. Interior elements of the addition that impact the existing floorplan have been carefully considered to further preserve the architectural flavor of the subject property. The following narrative response(s) to the Standard of Variations provide the basis for relief sought.

Respectfully.....Steve Glinke-Ellen Hamilton and family.

ZONING TABLE

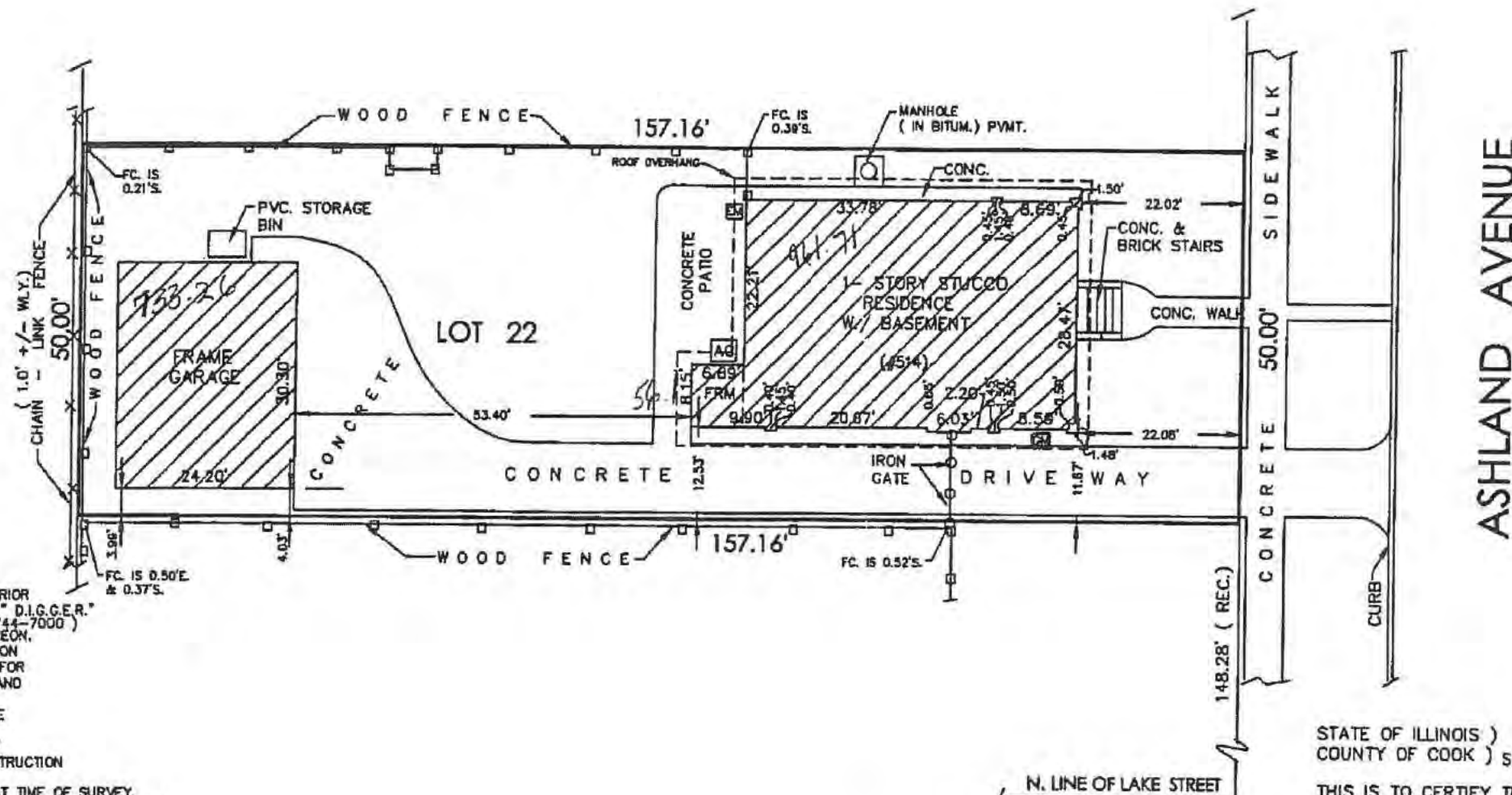
Lot Area Existing	7858 Sq. Ft.
Allowable Lot Coverage (30%)	2357
Existing Lot Coverage (27%)	2158
Proposed Lot Coverage (34%)	2671 (513 sq. ft)
Allowable FAR	3143
Proposed FAR	2171
**all other existing bulk regs compliant with RF zoning.	



SCALE: 1" = 20.0'

PLAT OF SURVEY OF

LOT 22 IN BLOCK 5 IN PART OF RIVER FOREST, BEING A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SURVEYED FOR THE "SUBURBAN HOME MUTUAL LAND ASSOCIATIONS" ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 1890 IN BOOK 43 OF PLATS, PAGE 20 AS DOCUMENT 1291334, IN COOK COUNTY, ILLINOIS.



GENERAL NOTES:

- 1.) CALL: "J.U.L.I.E." @ #1-800-892-1234 PRIOR TO ANY DIGGING OR CONSTRUCTION. (CALL "D.I.G.G.E.R." FOR THE CITY OF CHICAGO ONLY @ #312-744-7000)
- 2.) NO UNDERGROUND UTILITIES SHOWN HEREON.
- 3.) REFER TO LOCAL ZONING AND SUBDIVISION ORDINANCES AND YOUR TITLE COMMITMENT FOR ANY PROPERTY RESTRICTIONS, SETBACKS AND EASEMENTS NOT SHOWN HEREON.
- 4.) THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S RAISED SEAL AFFIXED.
- 5.) COMPARE ALL POINTS AND REPORT ANY DIFFERENCES TO SURVEYOR PRIOR TO CONSTRUCTION AT ONCE.
- 7.) NO CURRENT TITLE POLICY AVAILABLE AT TIME OF SURVEY.
- 8.) LEGAL DESCRIPTION SHOWN HEREON SHOULD BE COMPARED TO RECORDED DEED OR TITLE COMMITMENT.
- 9.) DO NOT SCALE DIMENSIONS FROM THIS PLAT.

COMMON ADDRESS: # 514 ASHLAND AVENUE

RIVER FOREST, IL

ORDER NO: R15- 177.1S

SCALE: 1" = 20"

FIELD DATE: 04/01/2015

BOOK: SEE PLAT

PREPARED FOR: STEVE GLINKE
(708) 615 - 6289
RIVER FOREST, ILLINOIS.

PROFESSIONAL LAND SERVICES, L.L.C.

LAND SURVEYING AND MAPPING
7518 W. MADISON AVE., STE. 2C - FOREST PARK, IL. 60130
PHONE: 708.488.1733 FAX: 708.488.1765 E-MAIL: prolandsurv@sbcglobal.net
RESIDENTIAL ■ COMMERCIAL ■ TOPOGRAPHIC ■ CONSTRUCTION ■ CONDOS ■ ALTA ■ MUNICIPAL ■ ENVIRONMENTAL



STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

THIS IS TO CERTIFY THAT I, JOHN COLIN TOLINE, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY AND THAT ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF CORRECTED TO A TEMPERATURE OF 68 DEGREES FAHRENHEIT.

"THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY, AS APPLICABLE TO PLATS OF SUBDIVISION" (ILCS 1270.56.B.6.P.)

DATE: APRIL 16, 2015
JOHN COLIN TOLINE, P.L.S. # 35-3078
MY COMMISSION EXPIRES NOVEMBER 30, 2016
PROFESSIONAL LAND SERVICES, L.L.C.

ILLINOIS PROFESSIONAL DESIGN FIRM REGISTRATION # 184-004648

LEGEND

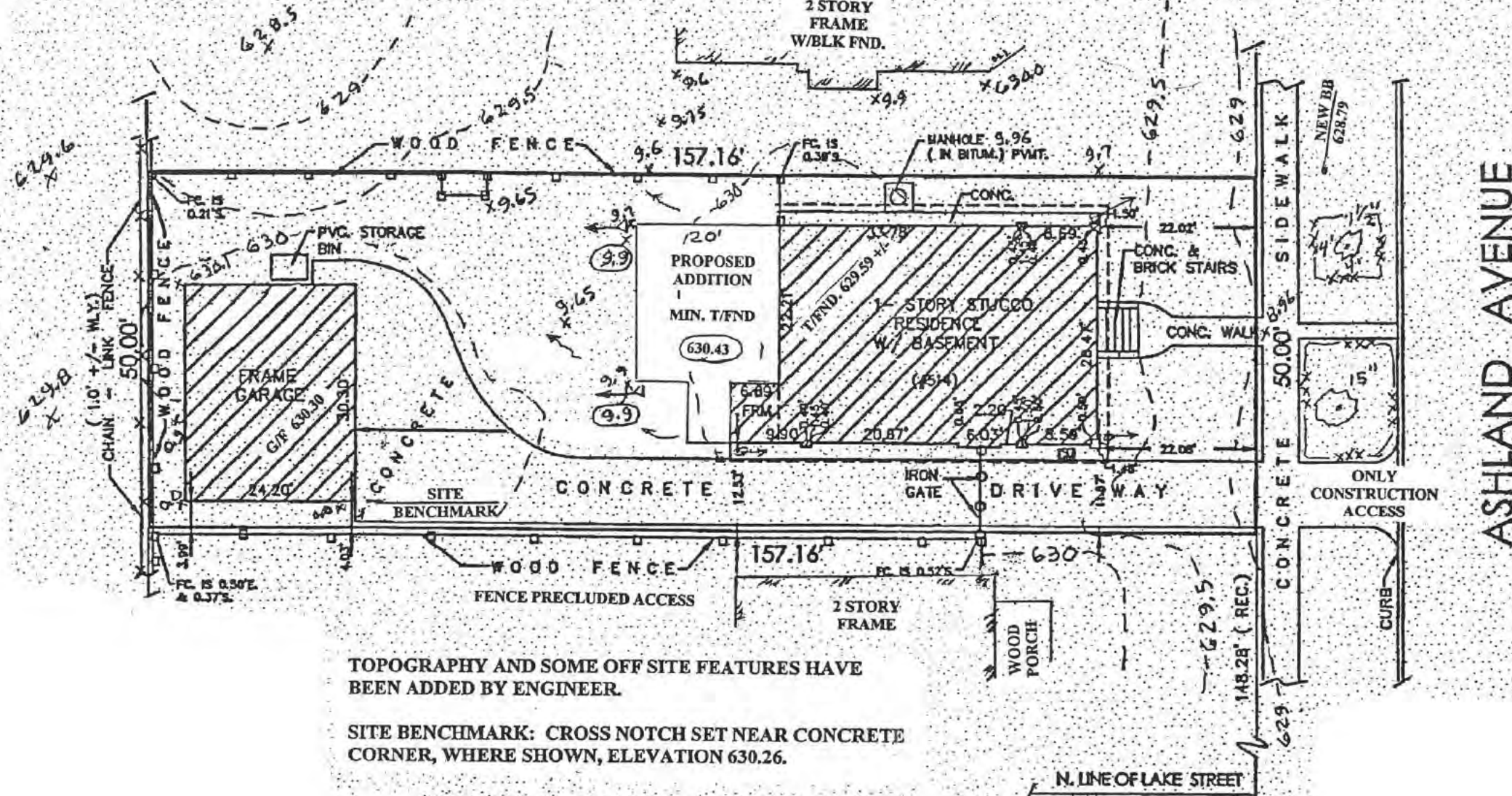
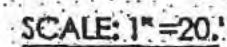
- FRS = FOUND RAILROAD SPIKE
- FIP = FOUND IRON PIPE
- FIR = FOUND IRON ROD
- FIB = FOUND IRON BAR
- FPK = FOUND PK NAIL
- FCC = FOUND CUT CROSS
- FN = FOUND CUT NOTCH
- SIP = SET IRON PIPE
- SCC = SET CUT CROSS
- SPK = SET PK NAIL
- REC = RECORD INFORMATION
- MEAS = MEASURED INFORMATION
- CALC = CALCULATED INFORMATION
- FC = FENCE CORNER
- TF = TOP OF FOUNDATION
- FF = FINISHED FLOOR
- FFG = FINISHED FLOOR GARAGE
- TC = TOP OF CURB
- FL = FLOW LINE
- INV = INVERT
- CONC = CONCRETE
- BIT = BITUMINOUS
- FRM = FRAME
- BRK = BRICK
- CMP = CORRUGATED METAL PIPE
- UE = UTILITY EASEMENT
- PUE = PUBLIC UTILITY EASEMENT
- PUBDE = PUBLIC UTILITY & DRAINAGE EASEMENT
- FC = FENCE CORNER
- N = NORTH
- S = SOUTH
- E = EAST
- W = WEST
- OH = OVERHANG
- FRM = FRAME
- O = IRON PIPE
- + = CUT CROSS
- X-X = CHAIN-LINK FENCE
- W-F = WOOD FENCE / PVC FENCE
- I-F = IRON FENCE
- TR = TRANSFORMER (PAD)
- AC = AIR CONDITIONER
- GM = GAS METER
- EM = ELECTRIC METER
- UP = UTILITY PEDESTAL
- MC = MANHOLE/CATCHBASIN
- SI = STORM INLET
- UP = UTILITY POLE
- AW = ANCHOR (GUY WIRE)
- LP = LIGHTPOLE
- TS = TRAFFIC SIGNAL POLE
- SI = SIGN
- MB = MAILBOX

PAGE INDEX	
NO.	TITLE
1	CIVIL PLAN
2	PLAT OF SURVEY WITH TOPOGRAPHY
3	DETAILS

**DOES NOT INCLUDE ADDITIONAL ACCESS OR
OTHER ITEMS TO BE SHOWN ON FINAL PLAN.**

Robert P. Schlaf, P.E.
335 Ventura Club Drive
Roselle, Illinois 60172-1471

(630) 561-7338








IT IS HEREBY CERTIFIED THAT IF THIS PROPOSED PROJECT IS CONSTRUCTED IN COMPLIANCE WITH THE PLANS HEREIN DESCRIBED, THE COMPLETED PROJECT WILL NOT UNREASONABLY RESULT IN DRAINAGE, EROSION OR RUNOFF, WHICH WOULD ADVERSELY IMPACT ADJACENT PROPERTIES OR THE PUBLIC RIGHTS OF WAY.

ROBERT P. SCHLAF, P.E.
JUNE 28, 2018

EXPIRES NOVEMBER 30, 2019



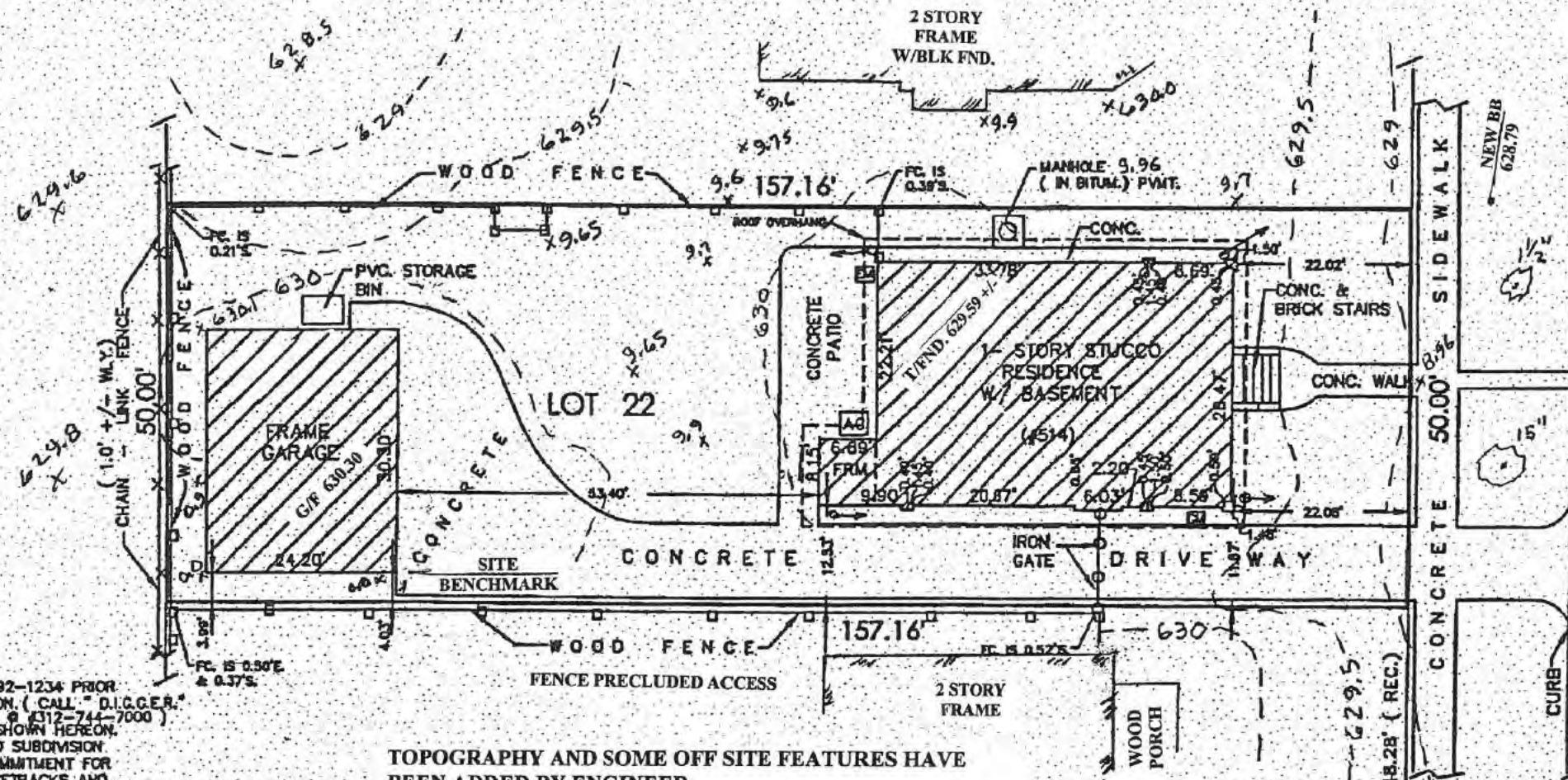
-  **EXISTING GRADE** 430.76
 **PROPOSED GRADE** 430.51
FOR NUMBERS SHOWN AS X.XX ADD 620.00
 **DIRECTION OF SURFACE FLOW**
 **DOWN SPOUT AND DIRECTION OF DISCHARGE**
 **PROPOSED DOWN SPOUT AND DIRECTION OF DISCHARGE**

PLAT OF SURVEY OF

PAGE 2 OF 3
PLAT OF SURVEY
WITH TOPOGRAPHY

LOT 22 IN BLOCK 5 IN PART OF RIVER FOREST, BEING A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SURVEYED FOR THE "SUBURBAN HOME MUTUAL LAND ASSOCIATIONS" ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 1890 IN BOOK 43 OF PLATS, PAGE 20 AS DOCUMENT 1291334, IN COOK COUNTY, ILLINOIS.

SCALE: 1"=20'



- LEGEND**
- FRS = FOUND RAILROAD SPIKE
 - FIP = FOUND IRON PIPE
 - FIR = FOUND IRON ROD
 - FIB = FOUND IRON BAR
 - FPK = FOUND PK NAIL
 - FCC = FOUND CUT CROSS
 - FN = FOUND CUT NOTCH
 - SIP = SET IRON PIPE
 - SDC = SET CUT CROSS
 - SPK = SET PK NAIL
 - REC = RECORD INFORMATION
 - MEAS = MEASURED INFORMATION
 - CALC = CALCULATED INFORMATION
 - FC = FENCE CORNER
 - TF = TOP OF FOUNDATION
 - FF = FINISHED FLOOR
 - FFD = FINISHED FLOOR GARAGE
 - TC = TOP OF CURB
 - FL = FLOW LINE
 - INV = INVERT
 - CONC = CONCRETE
 - BIT = BITUMINOUS
 - FRM = FRAME
 - BRK = BRICK
 - CMP = CORRUGATED METAL PIPE
 - UE = UTILITY EASEMENT
 - PUE = PUBLIC UTILITY EASEMENT
 - PVADE = PUBLIC UTILITY & DRAINAGE EASEMENT
 - FC = FENCE CORNER
 - N = NORTH
 - S = SOUTH
 - E = EAST
 - W = WEST
 - OH = OVERHANG
 - FRM = FRAME
 - O = IRON PIPE
 - + = CUT CROSS
 - X-X = CHAIN-LINK FENCE
 - W-F = WOOD FENCE / PVC FENCE
 - I-F = IRON FENCE
 - TR = TRANSFORMER (PAD)
 - AC = AIR CONDITIONER
 - GM = GAS METER
 - EM = ELECTRIC METER
 - UP = UTILITY PEDESTAL
 - MHC = MANHOLE/CATCHBASIN
 - SI = STORM INLET
 - UP = UTILITY POLE
 - AW = ANCHOR (GUY WIRE)
 - LP = LIGHTPOLE
 - TSP = TRAFFIC SIGNAL POLE
 - S = SIGN
 - MB = MAILBOX

GENERAL NOTES:

- 1.) CALL "JULIE" @ 1-800-892-1234 PRIOR TO ANY DIGGING OR CONSTRUCTION. (CALL "D.L.C.C.R." FOR THE CITY OF CHICAGO ONLY @ 312-744-7000)
- 2.) NO UNDERGROUND UTILITIES SHOWN HEREON.
- 3.) REFER TO LOCAL ZONING AND SUBDIVISION ORDINANCES AND YOUR TITLE COMMITMENT FOR ANY PROPERTY RESTRICTIONS, SETBACKS AND EASEMENTS NOT SHOWN HEREON.
- 4.) THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S RAISED SEAL AFFIXED.
- 5.) COMPARE ALL POINTS AND REPORT ANY DIFFERENCES TO SURVEYOR PRIOR TO CONSTRUCTION AT ONCE.
- 7.) NO CURRENT TITLE POLICY AVAILABLE AT TIME OF SURVEY.
- 8.) LEGAL DESCRIPTION SHOWN HEREON SHOULD BE COMPARED TO RECORDED DEED OR TITLE COMMITMENT.
- 9.) DO NOT SCALE DIMENSIONS FROM THIS PLAT.

TOPOGRAPHY AND SOME OFF SITE FEATURES HAVE BEEN ADDED BY ENGINEER.

SITE BENCHMARK: CROSS NOTCH SET NEAR CONCRETE CORNER, WHERE SHOWN, ELEVATION 630.26.

COMMON ADDRESS: # 514 ASHLAND AVENUE

RIVER FOREST, IL

ORDER NO: R15- 177.1S

SCALE: 1" = 20'

FIELD DATE: 04/01/2015

BOOK: SEE PLAT

PREPARED FOR: STEVE GLINKE
(708) 515-6289
RIVER FOREST, ILLINOIS.

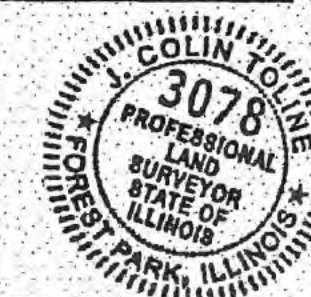
PROFESSIONAL LAND SERVICES, L.L.C.

LAND SURVEYING AND MAPPING

7518 W. MADISON AVE., STE. 20 - FOREST PARK, IL 60130

PHONE: 708.488.1733 FAX: 708.488.1765 E-MAIL: prolandsurv@sbcglobal.net

RESIDENTIAL ■ COMMERCIAL ■ TOPOGRAPHIC ■ CONSTRUCTION ■ CONDOS ■ ALTA ■ MUNICIPAL ■ ENVIRONMENTAL



STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

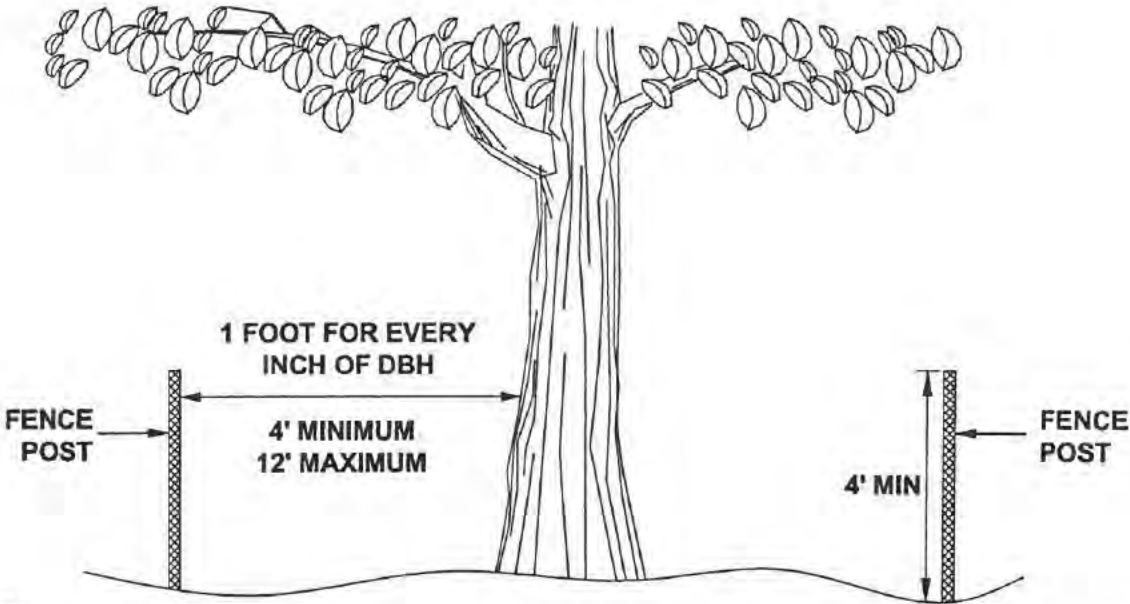
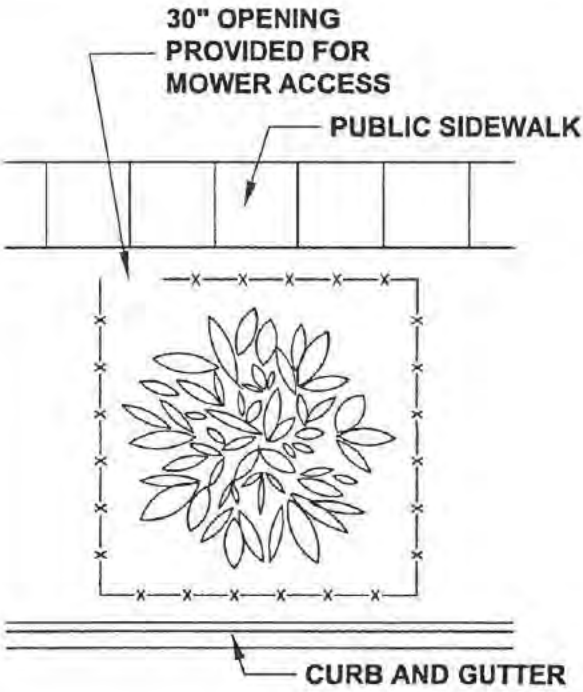
THIS IS TO CERTIFY THAT I, JOHN COLIN TOLINE, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY AND THAT ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF CORRECTED TO A TEMPERATURE OF 68 DEGREES FAHRENHEIT.

"THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY, AS APPLICABLE TO PLATS OF SUBDIVISION" (ILCS 1270.56.B.6.P.)

DATE: APRIL 16, 2015
JOHN COLIN TOLINE, P.L.S. # 35-3078
MY COMMISSION EXPIRES NOVEMBER 30, 2016
PROFESSIONAL LAND SERVICES, L.L.C.

ILLINOIS PROFESSIONAL DESIGN FIRM REGISTRATION # 184-004648

DETAILS



GENERAL NOTES

- A 4' TALL MESH, SNOW, OR CHAIN LINK FENCE SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE PROJECT DURATION. MESH AND SNOW FENCING SHALL BE SECURED TO WOOD OR METAL POSTS SPACED NO MORE THAN 6' APART.
- DISTANCE BETWEEN INSTALLED FENCE AND TREE TRUNK SHALL BE DETERMINED BY THE DIAMETER AT BREAST HEIGHT (DBH). EVERY INCH OF DBH SHALL EQUATE TO 1' OF SPACING BETWEEN THE TRUNK AND FENCE (DBH = 4.5' ABOVE GROUND LEVEL).
- IF METAL STAKES ARE USED, FENCING SHALL BE SECURED WITH A MINIMUM OF 4 WIRE TIES AT EACH STAKE.
- ALL FENCING SHALL REMAIN UPRIGHT THROUGHOUT THE DURATION OF THE PROJECT.

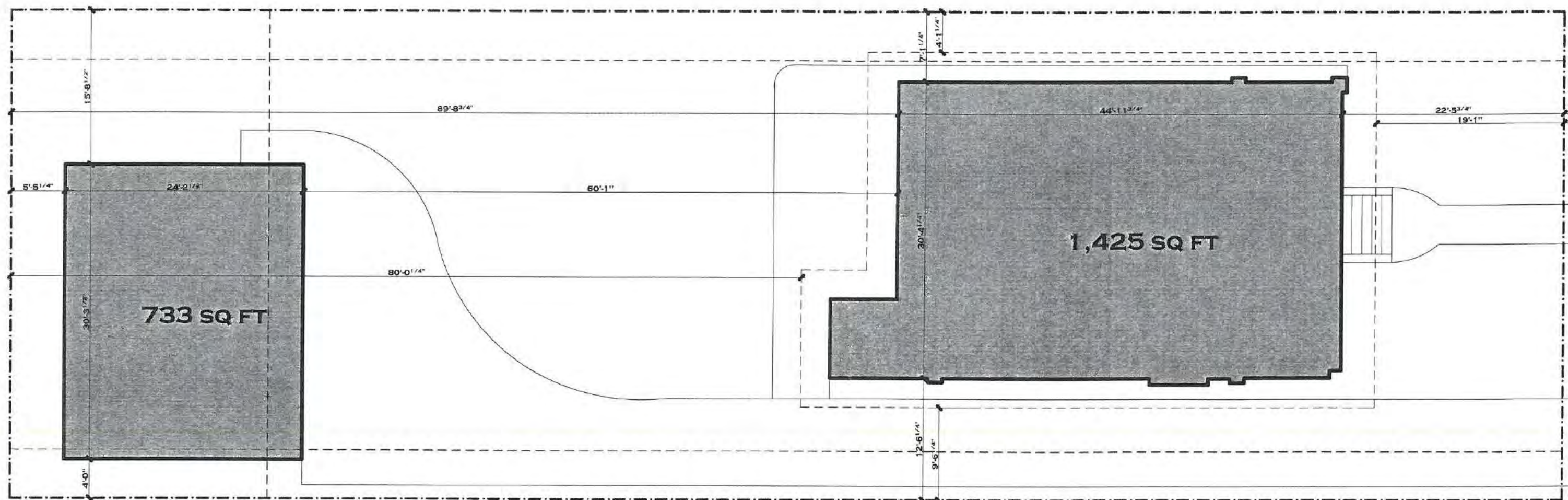


INCORPORATED 1880
**RIVER
FOREST**
*Proud Heritage
Bright Future*

VILLAGE OF RIVER FOREST
PUBLIC WORKS - ENGINEERING
400 PARK AVE.
RIVER FOREST, IL 60305
PH. (708)-366-8500

TREE PROTECTION DETAIL

06/18



LOT SIZE: 7858 S.F.
 ALLOW LOT COVER: 2357 S.F.
 CURRENT LOT COVER: 2158 S.F.
 ALLOW FAR: 3143 S.F.
 CURRENT FAR: 1658 S.F.

1425
733
2158
-500
1658

7.27.18

GLINKE RESIDENCE
 514 ASHLAND
 RIVER FOREST, IL 60305

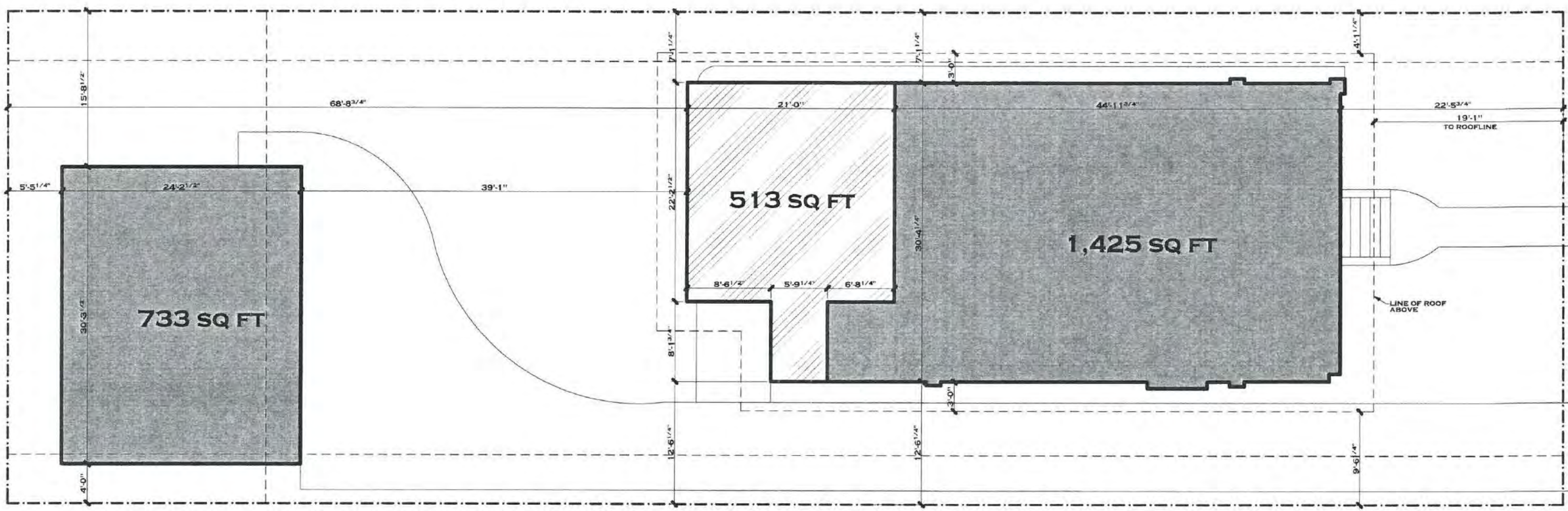


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SMITH ARCHITECTURE
 ARCHITECTURE ADDITION
 HISTORIC PRESERVATION NEW CONSTRUCTION
 RENOVATION GRAPHIC DESIGN

811 NORTH EAST AVENUE.
 773.934.9124

OAK PARK, IL 60302
 KSMITH@SMITH-ARCH.COM



SITE PLAN B
NO SCALE

LOT SIZE: 7858 S.F.
ALLOW LOT COVER: 2357 S.F.
PROPOSED LOT COVER: 2671 S.F.
ALLOW FAR: 3143 S.F.
PROPOSED FAR: 2171 S.F.

1938
733
2671
-500
2171

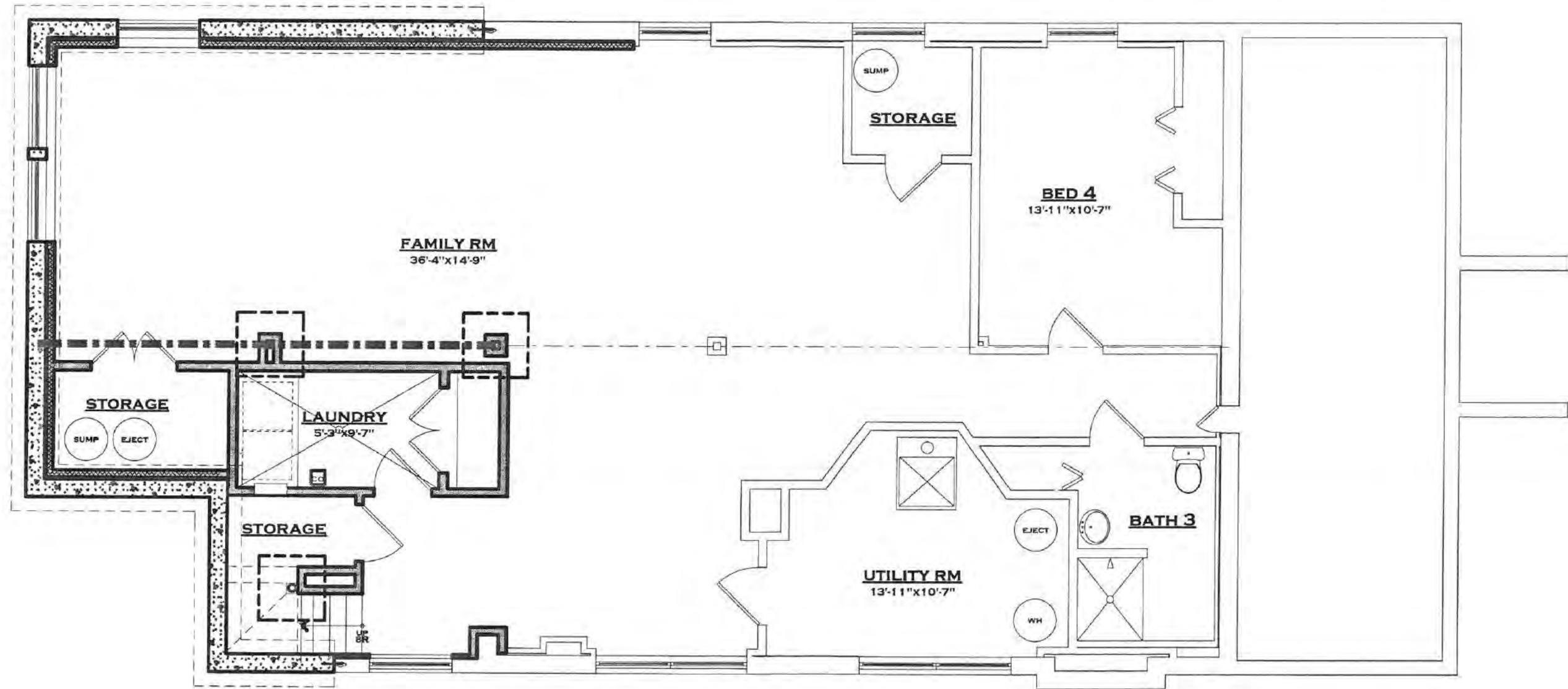
7.27.18

GLINKE RESIDENCE
514 ASHLAND
RIVER FOREST, IL 60305



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

S M I T H 811 NORTH EAST AVENUE, OAK PARK, IL 60302
773.934.9124 KSMITH@SMITH-ARCH.COM



SCHEME B BSMT PLAN
3/16"=1'-0"

7.27.18

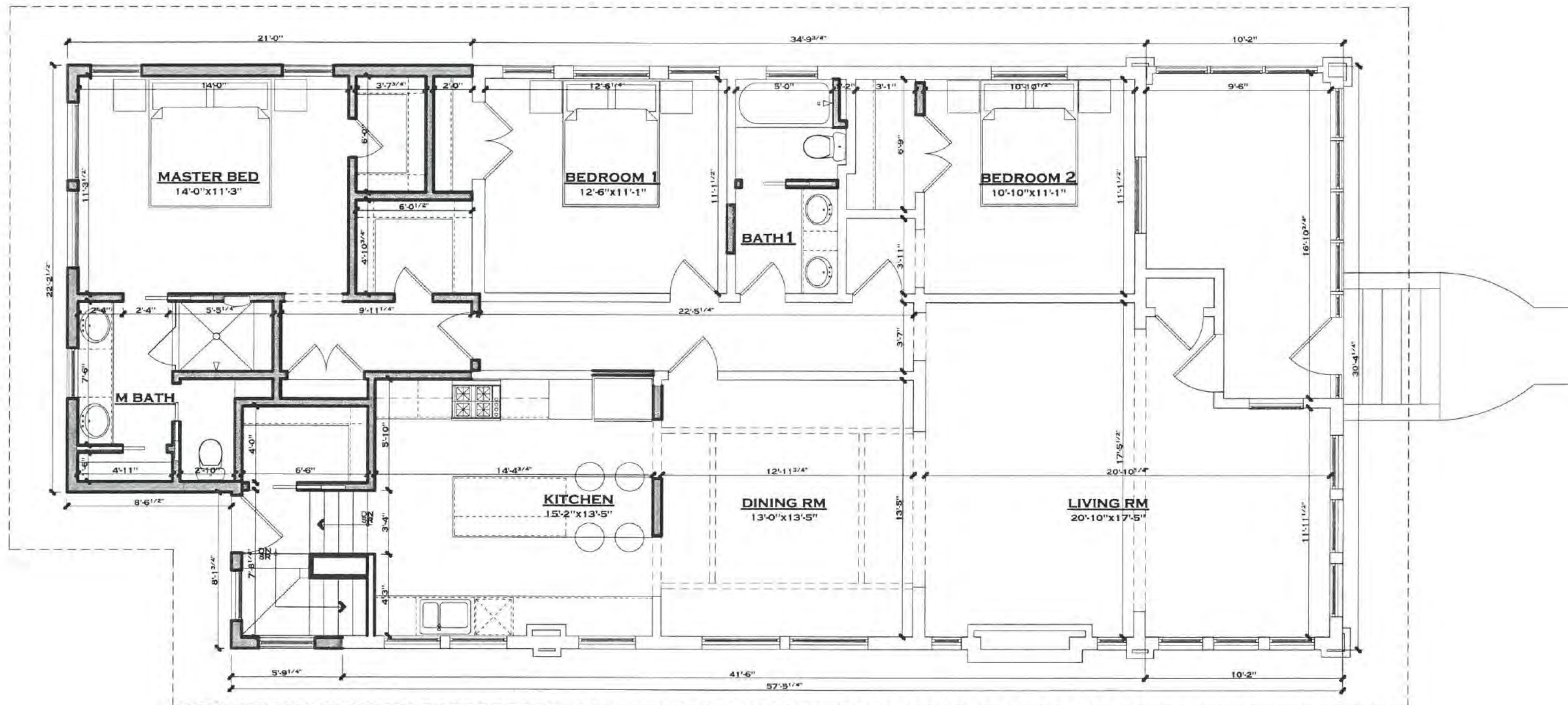
GLINKE RESIDENCE
514 ASHLAND
RIVER FOREST, IL 60305



S M I T H

A S M I T H A R C H I T E C T U R E
 ARCHITECTURE ADDITION HISTORIC PRESERVATION NEW CONSTRUCTION RENOVATION GRAPHIC DESIGN

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



SCHEME B 1ST FLR PLAN
3/16"=1'-0"

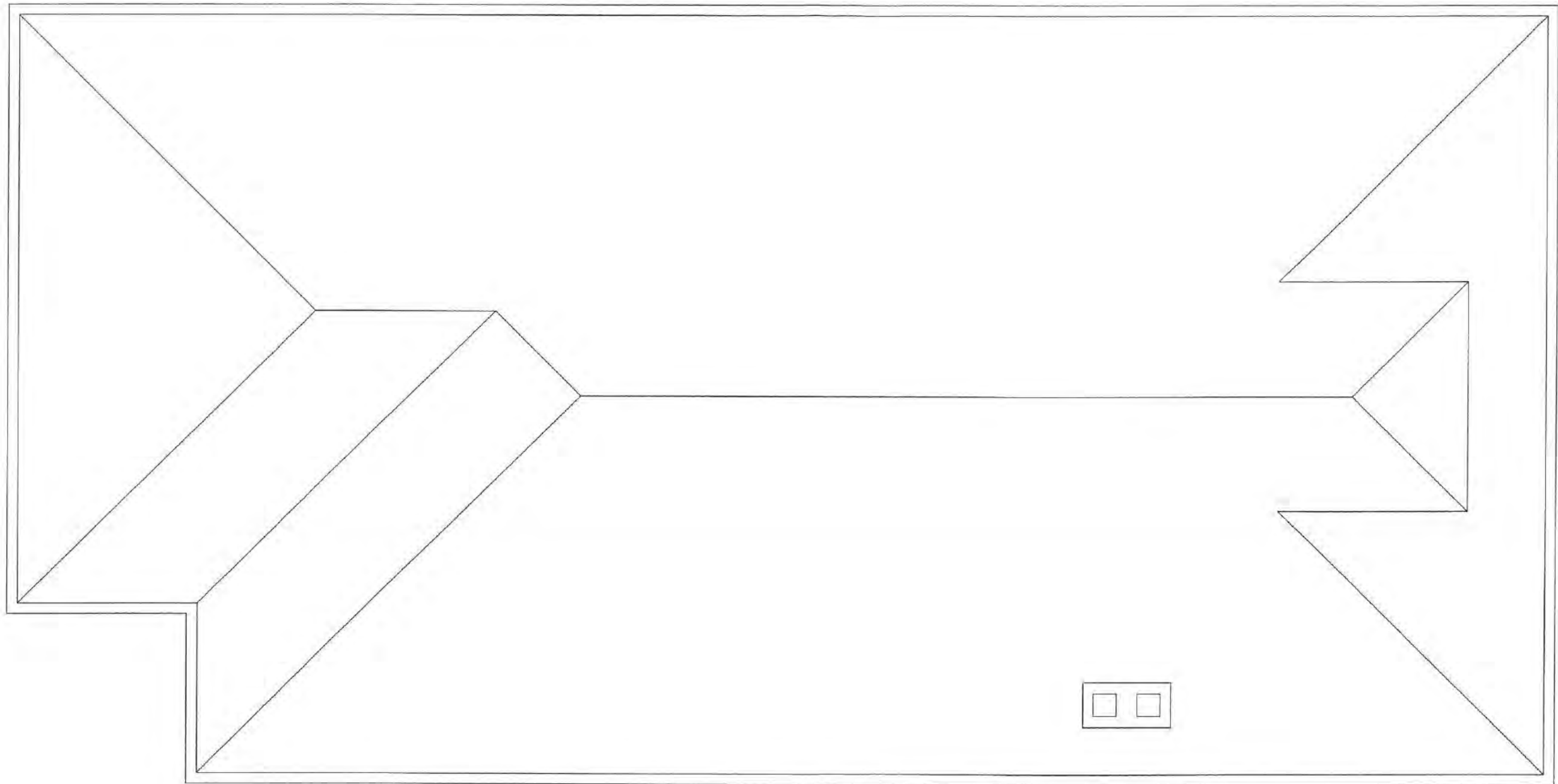
7.27.18

GLINKE RESIDENCE
514 ASHLAND
RIVER FOREST, IL 60305



SMITH ARCHITECTURE
ARCHITECTURE
RENOVATION
HISTORIC PRESERVATION
NEW CONSTRUCTION
GRAPHIC DESIGN

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



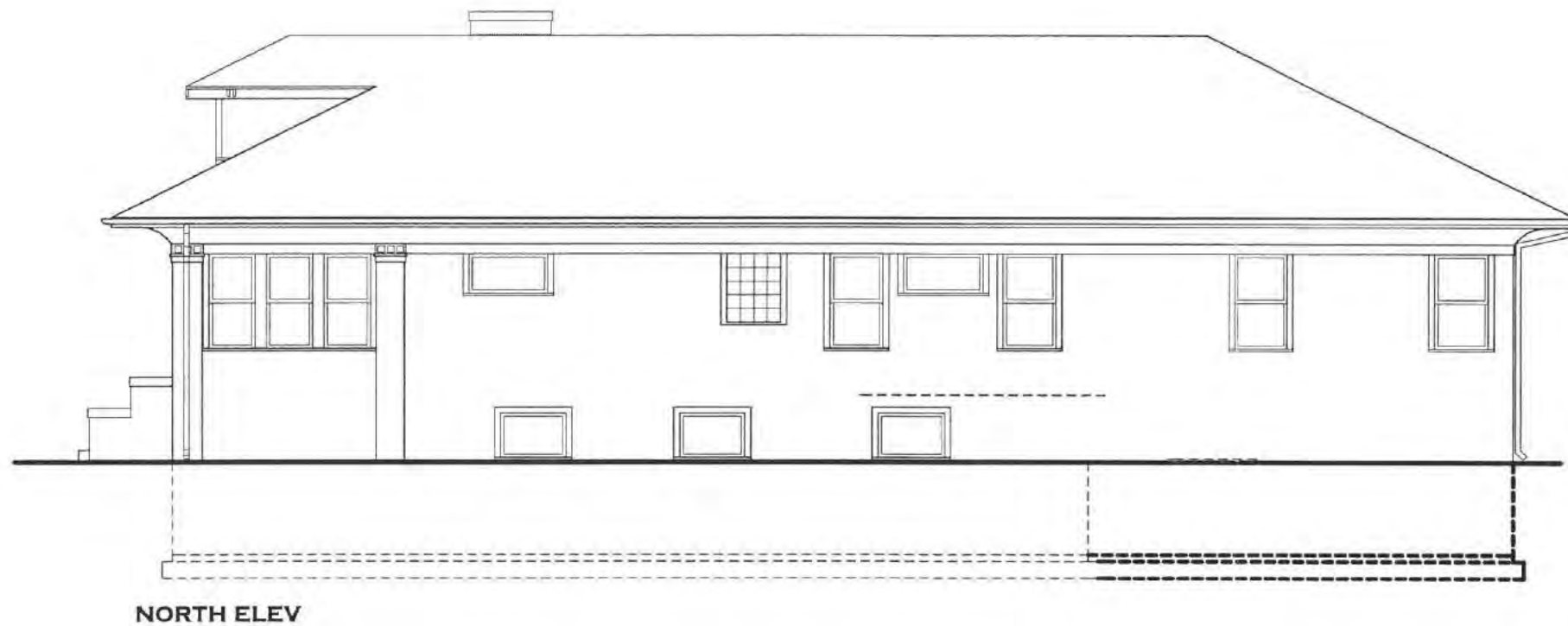
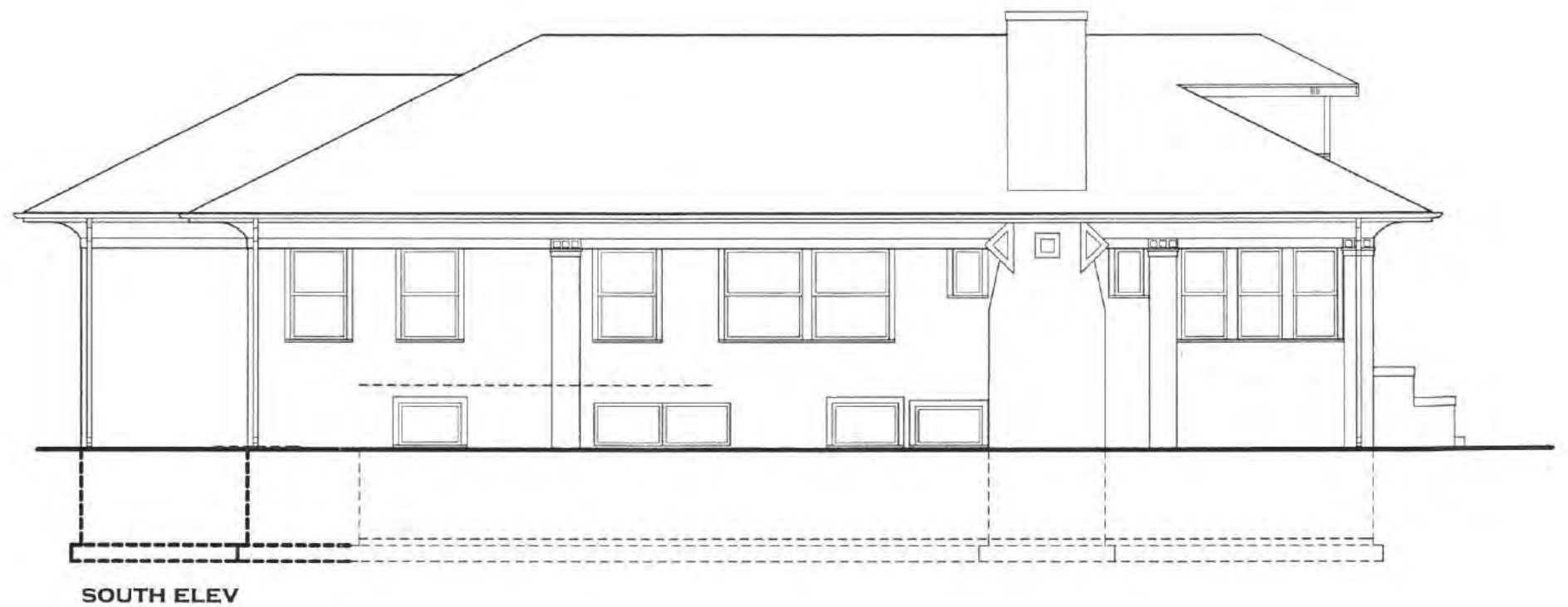
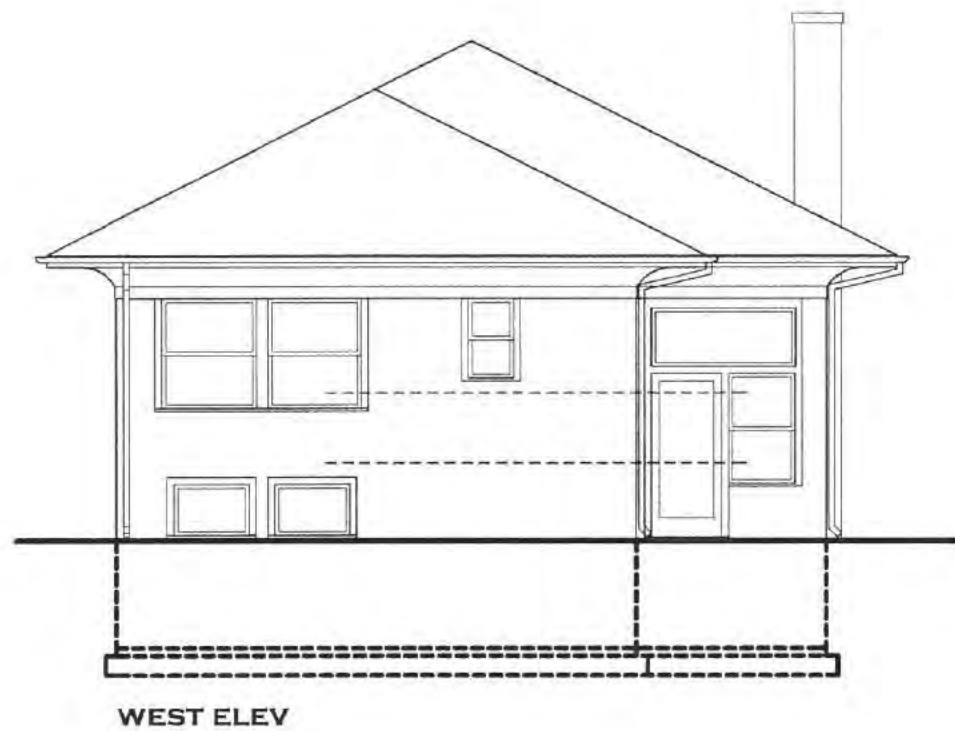
SCHEME B ROOF PLAN
3/16"=1'-0"

7.27.18

GLINKE RESIDENCE
514 ASHLAND
RIVER FOREST, IL 60305



A SMITH ARCHITECTURE
 ARCHITECTURE HISTORIC PRESERVATION RENOVATION
 R ADDITION NEW CONSTRUCTION GRAPHIC DESIGN
 C
 S M I T H 811 NORTH EAST AVENUE. OAK PARK, IL 60302
 773.934.9124 KSMITH@SMITH-ARCH.COM



SCHEME B EXT ELEVS
1/8"=1'-0"

GLINKE RESIDENCE
514 ASHLAND
RIVER FOREST, IL 60305

7.27.18



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

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

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

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

RESPONSE:

1. The Applicant hereby submits a Plat of Survey dated April 16, 2015 as prepared by John Colin Toline, PLS for the subject property. Further, the Applicant hereby cites Section 10-9-4 "Lot Area and Size" from The Village of River Forest's Zoning Ordinance " In an R2 district, no building may be erected or altered on a lot which does not comply with the following regulations: A Lot Area: ... the minimum lot area shall be eight thousand seven hundred twelve square feet. Notwithstanding the provision of Section 10-9-4 C, exemption, this provision in the zoning code creates a typological condition brings a specific hardship upon the owner as distinguished from an inconvenience if the strict letter of the regulations were to be carried out.

In other words, since the subject Lot of Record is substandard by definition within this specific zone district, and whereby that substandard is specifically related to Lot Area, therefore all other metrics related to Lot Area will be affected – in this case, specifically Lot Coverage.

Now, therefore, the Applicant seeks relief from Lot Coverage due to the non conforming nature of the topographical conditions of the specific property.

The existing structure is not represented on the Village historical registry but the applicant believes the historical significance of this arts and crafts bungalow design would be severely compromised by a second floor addition. Nearby communities have taken steps to preserve the bungalow aesthetic with support from the National Historic Register of Places, City of Homes Organizatino (CoHo) and the Chicago Metropolitan Area for Planning (CMAP). The applicant believes the existing bungalow style is also important to the preservation of River Forest's diverse housing stock. The applicant has been unable to identify properties comparable to 514 in River Forest. A second floor addition would adversely affect specific

existing details such as the rolled eaves and design inlay which contribute to the overall aesthetic appeal of this traditional and unique architecture.

The addition as designed, is being constructed to facilitate "aging in place" as the applicants are older parents of middle school aged children with deep ties to the community who intend to remain within the subject property up to and thru retirement.

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

RESPONSE:

The Applicant hereby submits a Plat of Survey dated April 16, 2015 as prepared by John Colin Toline, PLS for the subject property. Further, the Applicant hereby cites Section 10-9-4 "Lot Area and Size" from The Village of River Forest's Zoning Ordinance.

Since the Applicant was not a party to the subdivision of lots within the Zone District and whereby the Applicant has not subdivided or altered the boundaries of the subject property and whereby the Applicant does not intend to alter the boundaries of the subject property, now therefore the Applicant has met the Standard of this Section.

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

RESPONSE:

The Applicant hereby states that he has no specific knowledge whether this specific condition applies to other properties in the specific Zone District. Within the notice area the subject property appears to be the only single-floor residence.

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

RESPONSE:

The Applicant has submitted Architectural Plans prepared by Smith Architecture dated 27 July 2018. And where these plans include the addition to the existing single family home of a master bedroom and entrance. The Applicant hereby states that the sole nature of and reason for the addition is so that the "family can age in place". The Applicant further states that current home has all of the bedrooms on the first floor and thereby makes the home obsolete for this family as the aging process moves forward.

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

RESPONSE:

The Applicant has submitted Architectural Plans prepared by Smith Architecture dated 27 July 2018. The Applicant hereby states that the construction plans and any other related documents submitted for approval by the Village of River Forest will be compliant with all aspects of the zoning ordinance (other than the specific section where relief is sought) and the compliant with a building code provisions. And since it is understood that zoning ordinances and building code provisions insure that any development not be detrimental to the public welfare or unduly injurious to the enjoyment, use, or development value of other property or improvements in the neighborhood in which the property is located. Now therefore, the Applicant through this Application and future Applications for building permits complies with this Standard. As the addition will not exceed the existing (height), impacts commonly affecting light and air or other items related to the quiet enjoyment of neighboring properties will not occur. Letters of support from adjacent property owners have been included with this application.

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

RESPONSE:

Similar to the response for Standard 5, the Applicant has submitted Architectural Plans prepared by Smith Architecture dated 27 July 2018. The Applicant hereby states that the construction plans and any other related documents submitted for approval by the Village of River Forest will be compliant with all aspects of the zoning ordinance (other than the specific section where relief is sought) and specifically note here that the side yard setback of the new addition is zoning compliant and the proposed building height of the new addition does not exceed the maximum building height of this Zone District; and the compliant with a building code provisions. And since it is understood that zoning ordinances and building code provisions insure that any development will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood; Now therefore, the Applicant through this Application and future Applications for building permits complies with this Standard.

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

RESPONSE:

The Applicant hereby submits a civil engineering plan from Schlaf Engineering dated 28 June 2018 that demonstrate that the proposed addition as cited in previous responses to Standards would not unduly tax public utilities and facilities in the area. The subject property will remain a single family dwelling with no anticipated untoward effect on public utilities, water usage, refuse collection or police/fire services

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

RESPONSE:

The Applicant through all of the documents and other submittals of this Application hereby states that to the best of his knowledge and belief that there is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.

END OF RESPONSES









Jon and Joanna Ver Halen
518 Ashland Ave.
River Forest, IL 60305

July 24, 2018

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

REF: Proposed Glinke House Addition:

Gentlemen:

We reside next to the Glinke residence of 514 Ashland Ave. The plan for their home addition has been reviewed, and we have no objection to their proposed construction.

Sincerely,

Joanna Ver Halen
Jon Ver Halen

Department of Anesthesiology
1653 W. Congress Pkwy.
724 Jelke
Chicago, IL 60612

Tel: 312.942.9877
Fax: 312.942.8858
www.rush.edu
Arvind_Rajagopal@rush.edu



Arvind Rajagopal, MD
Rush University Medical Center
Assistant Professor of Anesthesiology
Anesthesiology Residency Program Director

July 30th 2018,

River Forest Zoning Board of Appeals,

400 Park Avenue,

River Forest, IL 60305

Dear Sir/Madam,

We reside next to the Glinke residence at 514 Ashland Avenue. We have reviewed the proposed plans for construction at their residence and have no objections to it. Please contact me if you have any questions related to this.

Sincerely,

Arvind Rajagopal

510 ASHLAND AVE

RIVER FOREST, IL 60305

TEL 708.366.8135



**LEGAL NOTICE
ZONING BOARD OF APPEALS
RIVER FOREST, ILLINOIS**

Public Notice is hereby given that a public hearing will be held by the Zoning Board of Appeals of the Village of River Forest, County of Cook, State of Illinois, on Thursday, August 9, 2018 at 7:30 p.m. at the Community Room of the Municipal Complex, 400 Park Avenue, River Forest, Illinois on the following matter:

The Zoning Board of Appeals will consider a zoning variation application submitted by Steve Glinke and Ellen Hamilton, owners of the property at 514 Ashland Avenue, who are proposing to construct a one story addition onto the existing home.

The applicants are requesting a variation to Section 10-9-5 of the Zoning Code that would allow the buildings on the lot to have a Lot Coverage equal to 35.06% of the Lot Area. The Zoning Code allows a maximum Lot Coverage equal to 30% of the Lot Area.

The legal description of the property at 514 Ashland Avenue is as follows:

LOT 22 IN BLOCK 5 IN PART OF RIVER FOREST, BEING A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SURVEYED FOR THE "SUBURBAN HOME MUTUAL LAND ASSOCIATIONS" ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 1890 IN BOOK 43 OF PLATS, PAGE 20 AS DOCUMENT 1291334, IN COOK COUNTY, ILLINOIS.

All interested persons will be given the opportunity to be heard at the public hearing. A copy of the meeting agenda will be available to the public at the Village Hall.

Clifford Radatz
Secretary
Zoning Board of Appeals

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

August 9, 2018

A meeting of the Village of River Forest Zoning Board of Appeals was held at 7:30 p.m. on Thursday, August 9, 2018 in the Community Room of the River Forest Village Hall, 400 Park Avenue, River Forest, Illinois.

I. CALL TO ORDER

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

Present: Chairman Frank Martin, Members David Berni, Michael Smetana, and Tagger O'Brien

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

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

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

Secretary Radatz swore in all parties wishing to speak.

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

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

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

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

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

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

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

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

Nays: None.

Motion passed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Ayes: Members Berni, Smetana, O'Brien, and Chairman Martin
Nays: None.
Motion passed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Nays: None.

Motion passed.

VI. ADJOURNMENT

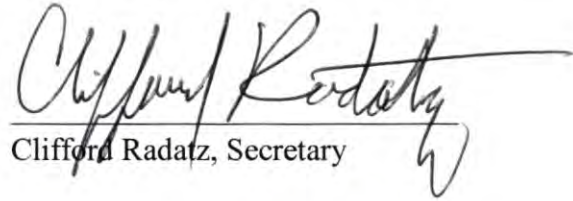
A MOTION was made by Member O'Brien and SECONDED by Member Berni to adjourn the meeting at 8:56 p.m.

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

Nays: None.

Motion passed.

Respectfully Submitted:



Clifford Radatz, Secretary



Frank Martin, Chairman
Zoning Board of Appeals

Date: 9/20/2018



Village of River Forest
Village Administrator's Office

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

MEMORANDUM

Date: September 27, 2018

To: Eric Palm, Village/Zoning

From: Lisa Scheiner, Assistant Village Administrator

Subj: Request for Zoning Variation – 346 Park Avenue – Garage Height – Continuance to October 15

Issue

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

Analysis

On August 9 the Zoning Board of Appeals held a public hearing and considered the attached application. The Zoning Board of Appeals voted 4 to 0 in favor of *not* recommending that the requested variation be approved by the Village Board of Trustees. On September 20, 2018, the Zoning Board of Appeals unanimously approved the findings of fact and recommendation and this matter is now prepared for final action. However, the resident has asked that this matter be continued to October 15, 2018, as they are unable to attend the October 1st meeting.

Recommendation

If the Village Board of Trustees wishes to continue this matter to the October 15th meeting the following motion would be appropriate:

- Motion to continue this matter to the October 15, 2018 meeting of the Village Board of Trustees.



Village of River Forest
Village Administrator's Office

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

MEMORANDUM

Date: September 27, 2018

To: Eric Palm, Village/Zoning

From: Lisa Scheiner, Assistant Village Administrator

Subj: Request for Zoning Variation – 346 Park Avenue – Side Yard Setback – Continuance to October 15

Issue

Shaun and Julie Krueger, owners of the property at 346 Park Avenue have submitted an application for a variation from the regulations that restrict lot coverage pursuant to Section 10-9-5 of the River Forest Zoning Ordinance for the purpose of constructing an addition to a single family detached residence.

Analysis

On August 9 the Zoning Board of Appeals held a public hearing and considered the attached application. The Zoning Board of Appeals voted 4 to 0 in favor of recommending that the requested variation *not* be approved by the Village Board of Trustees. On September 20, 2018, the Zoning Board of Appeals unanimously approved the findings of fact and recommendation and this matter is now prepared for final action. However, the resident has asked that this matter be continued to October 15, 2018, as they are unable to attend the October 1st meeting.

Recommendation

If the Village Board of Trustees wishes to continue this matter to the October 15th meeting the following motion would be appropriate:

- Motion to continue this matter to the October 15, 2018 meeting of the Village Board of Trustees.



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

MEMORANDUM

Date: September 28, 2018

To: Catherine Adduci, Village President
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Madison Street Incentive Agreement – Skincare Company

Issue: As previously discussed, attached please find an agreement with Skincare Company Spa Salon for incentives to relocate to 7756 Madison Street. This item was originally discussed on September 17, 2018 and is being represented with a full complement of the Village Board.

Analysis: Owner Sandra Capizzi provided two contractor quotes for the buildout work to her newly leased space at 7756 Madison Street. The low bid total buildout is \$72,500, of which this incentive will cover 50%, or \$36,250. The incentive will be paid out over three installments.

The first installment (\$12,250) will be paid at the time of the certificate of occupancy later this year. The second and third installments will be paid on the first and second anniversary of the first payment.

The installments have been put into place for two reasons. First, from a cash flow perspective, as the TIF is still in its infancy, this will limit the amount of money we will need to transfer to meet our obligation. Second, Staff had looked at an upfront payment with a claw back provision. With not much in terms of collateral to pledge for a claw back because the incentive is with the lease, Staff felt an incremental payment would make the most sense. If the company stopped operating during the term of the incentives, no further payment would be made. If we had to recoup the money with a non-collateralized claw back, we would be forced to file suit against the tenant for the funds.

The EDC reviewed this agreement and suggested that Staff review the business financials before proceeding with the agreement. The agreement has an “open book provision” that allows us to look at various items such as financials, loan agreements, etc. prior to and during the first year of the agreement. This language will address the situation raised by the EDC.

Currently, the owner of the center is paying a reduced amount in property taxes due to the vacancies of the entire center. Of the five vacancies in the last assessment, this tenant will take three suites

which will increase the assessed valuation of the property. Staff believes the Village will get a return on its investment in five years or less.

Finally, it is important to note the Owner is moving voluntarily to the new space on Madison before the expiration of the term of her lease at her existing location.

Recommendation: Staff recommends the Village Board to consider the attached ordinance approving an agreement with Skincare Company Spa Salon.

This is an appropriate agreement for a proven business to help stimulate an existing commercial area that has underperformed for many years. This new business will drive traffic to the area as well as help create an immediate return on investment that will support the Madison Street TIF for many years to come.

Thank you.

Attachment – Ordinance with agreement

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT
FOR THE 7756 MADISON STREET SKIN CARE COMPANY SPA SALON DEVELOPMENT
COMPRISING A PART OF THE MADISON STREET TIF DISTRICT
OF THE VILLAGE OF RIVER FOREST, ILLINOIS**

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of River Forest, Illinois, as follows:

SECTION 1: The President and Board of Trustees of the Village find as follows:

- A. The Village of River Forest ("Village") is a non-home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois.
- B. The Village has the authority, pursuant to the laws of the State of Illinois, including 65 ILCS 5/8-1-2.5, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the Village.
- C. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended from time to time ("TIF Act").
- D. Pursuant to its powers and in accordance with the TIF Act, and pursuant to Ordinance Nos. 3630, 3631 and 3632, adopted on November 28, 2016, the River Forest Madison Street Tax Increment Financing District ("TIF District") was formed as a TIF district, for a twenty-three (23) year period. Ordinance Nos. 3630, 3631 and 3632 are incorporated herein by reference.
- E. Pursuant to and in accordance with the TIF Act and the Ordinances establishing the TIF District, the Corporate Authorities of the Village are empowered under Section 4(b) of the TIF Act, 65 ILCS 5/11-74.4-4(b), to make and enter into all contracts with property owners, developers, tenants and others necessary or incidental to the implementation and furtherance of the Redevelopment Plan and Project for the TIF District.
- F. Skin Care-SC, Inc. d/b/a Skin Care Company Spa Salon, an Illinois corporation ("Tenant") is, or will be, the tenant of the real property located at 7756 Madison Street, Suites 7-9, River Forest, Illinois 60305 ("Property"), which is within the boundaries of the TIF District, and which Property was vacant and underperforming prior to Tenant's possession of it.
- G. The Village desires to reimburse the Tenant for certain costs eligible for reimbursement under the Act incurred by Tenant in its relocation to the Property and Tenant's rehabilitation and renovation of the Property, all in furtherance of the Redevelopment Plan and Project for the TIF District, which costs Tenant

would not have incurred but-for the incentives provided by the Village in the enclosed Agreement (as defined in Section 1.H. below).

- H. It is the desire of the Tenant to occupy the Property, to increase tax revenues in for the Village, to increase employment in the Village and to further positive economic growth within the TIF District on the terms set forth in the "Redevelopment Agreement For The 7756 Madison Street Skin Care Company Spa Salon Development Comprising A Part Of The Madison Street TIF District Of The Village Of River Forest, Illinois," attached hereto as **EXHIBIT A** and made a part hereof ("Agreement").
- I. It is in the best interest of the Village to enter into the Agreement, to ensure that redevelopment within the TIF District continues.

SECTION 2: Based upon the foregoing, the Village President and the Village Clerk be and are hereby authorized and directed to execute the Agreement, and the Village Administrator, and his designees, are further authorized and directed to undertake the Village's obligations under the Agreement.

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

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

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

ADOPTED this 17th day of September, 2018, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 17th day of September, 2018.

Catherine Adduci, Village President

ATTEST:

Kathleen Brand-White, Village Clerk

Published by me in pamphlet form this 17th day of September, 2018.

Kathleen Brand-White, Village Clerk

EXHIBIT A
AGREEMENT
(attached)

**REDEVELOPMENT AGREEMENT
FOR THE 7756 MADISON STREET SKIN CARE COMPANY SPA SALON
DEVELOPMENT COMPRISING A PART OF THE MADISON STREET TIF DISTRICT
OF THE VILLAGE OF RIVER FOREST, ILLINOIS**

This **REDEVELOPMENT AGREEMENT FOR THE 7756 MADISON STREET SKIN CARE COMPANY SPA SALON DEVELOPMENT COMPRISING A PART OF THE MADISON STREET TIF DISTRICT OF THE VILLAGE OF RIVER FOREST, ILLINOIS** ("Agreement") is made and entered into as of the _____ day of _____, 2018 ("Effective Date") by and between the Village of River Forest, Illinois, an Illinois municipal corporation ("Village") and Skin Care-SC, Inc. d/b/a Skin Care Company Spa Salon, an Illinois corporation ("Tenant"). The Village and the Tenant are sometimes referred to herein individually as a "Party," and collectively as the "Parties."

WITNESSETH:

IN CONSIDERATION of the Preliminary Statements, the mutual covenants herein contained, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

I. PRELIMINARY STATEMENTS

Among the matters of mutual inducement which have resulted in this Agreement are the following:

- A. The Village is a non-home rule unit of government in accordance with Article VII, Section 6 of the Constitution of the State of Illinois, 1970.
- B. The Village has the authority, pursuant to the laws of the State of Illinois, including 65 ILCS 5/8-1-2.5, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the Village.
- C. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended ("Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act.
- D. Pursuant to Ordinance Numbers 3630, 3631 and 3632, adopted on November 28, 2016, the Village designated the tax increment

redevelopment project area ("Redevelopment Project Area"), approved a tax increment redevelopment plan and project ("TIF Plan"), and adopted tax increment financing relative to the Village's Madison Street Tax Increment Financing District ("TIF District"); said TIF District being legally described and depicted as set forth in EXHIBIT A-1 and EXHIBIT A-2, respectively, attached hereto and made part hereof.

- E. There is certain real estate located within the Redevelopment Project Area, said property being legally described on EXHIBIT B, attached hereto and made a part hereof, known as 7756 Madison Street, Suites 7-9, River Forest, Illinois 60305 ("Property").
- F. The Tenant has secured a lease for the Property and intends to redevelop and rehabilitate the Property with a new interior build out, as depicted on the site plan attached hereto as EXHIBIT C, and made part hereof, and as described in further detail in EXHIBIT D, attached hereto and made part hereof ("Project").
- G. It is necessary for the successful completion of the Project that the Village enter into this Agreement with the Tenant to provide for the redevelopment and rehabilitation of the Property, thereby implementing the TIF Plan.
- H. The Tenant has been unable and unwilling to undertake the redevelopment of the Property with the Project, but for certain tax increment financing ("TIF") incentives, with regard to reimbursement of certain TIF eligible redevelopment project costs, to be provided by the Village in accordance with the Act and the powers of the Village, which the Village is willing to provide under the terms and conditions contained herein. The Tenant estimates that the Project will provide the following economic benefits to the TIF District and/or the Village:
 - 1. **Employment:** Ten (10) full time equivalent employees.
 - 2. **Property Tax:** 7756 Madison Street, River Forest, Illinois ("7756 Madison Street Property") has experienced a sixty four percent (64%) decrease in assessed valuation due to vacancies in the building therein. The Tenant will eliminate fifty percent (50%) of the vacancies in the 7756 Madison Street Property and is expected to increase the real estate taxes from the 7756 Madison Street Property by approximately Sixteen Thousand and No/100 Dollars (\$16,000.00) per year.
 - 3. **Sales Tax:** Fifteen Hundred and No/100 Dollars (\$1,500.00) per year.

4. **Other:** Redevelopment and renovation of vacant commercial storefronts in the shopping center at 7756 Madison Street, River Forest, Illinois 60305.
- I. The Parties acknowledge and agree that but for the aforementioned TIF incentives, to be provided by the Village, Tenant cannot successfully and economically develop the Property with the Project in a manner or time satisfactory to the Village. The Village has determined that it is desirable and in the Village's best interest to assist the Tenant in the manner set forth herein, and as this Agreement may be supplemented and amended from time to time pursuant to the mutual agreement of the Parties and in the manner as herein provided.
- J. The incentives to be provided are summarized as follows, and shall be provided as set forth in this Agreement:
 1. **Type of Incentive:** Rehabilitation, renovation and relocation, see EXHIBIT E attached hereto and made a part hereof
 2. **Incentive Amount:** Thirty-Six Thousand Two Hundred Fifty and No/100 Dollars (\$36,250) ("Funding Cap")
 3. **Payment Method:** See Section IV.B. below, which is summarized as being a reimbursement from TIF District Incremental Property Taxes (as defined in Section II.E. below), with Sixteen Thousand Two Hundred Fifty and No/100 Dollars (\$16,250.00) being paid to the Tenant upon on the Village issuing a certificate of occupancy ("C.O.") for the Project, with Ten Thousand and No/100 Dollars (\$10,000.00) being paid to Tenant one (1) year after the C.O. has been issued, and with Ten Thousand and No/100 Dollars (\$10,000.00) being paid two (2) years after the C.O. has been issued, subject to the limitations set forth in this Agreement.
- K. The Village, in order to stimulate and induce redevelopment and rehabilitation of the Property with the Project, has agreed to provide certain incentives to the Tenant in accordance with the terms and provisions of the Act and this Agreement.
- L. This Agreement has been submitted to the Corporate Authorities of the Village (as defined below) for consideration and review, the Corporate Authorities have taken all actions required to be taken prior to the execution of this Agreement in order to make the same, and any and all actions taken by the Village in furtherance hereof, binding upon the Village according to the terms hereof, and any and all actions of the Corporate

Authorities of the Village precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

- M. This Agreement has been submitted to the shareholders of the Tenant for consideration and review, the Tenant's shareholders have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Tenant according to the terms hereof, and any and all action of the Tenant's members precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.
- N. The Village is desirous of having the Redevelopment Project Area rehabilitated, developed and redeveloped in accordance with the TIF Plan, and particularly the Project as a part thereof, in order to serve the needs of the Village, arrest physical decay and decline in the Redevelopment Project Area, increase employment opportunities, eliminate vacancies, stimulate commercial growth and stabilize the tax base of the Village and, in furtherance thereof, the Village is willing to offer Tenant the TIF incentives referenced above, under the terms and conditions hereinafter set forth, to assist such development.

II. DEFINITIONS

For the purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Agreement shall have the meanings provided from place to place herein, and as follows:

- A. **"Change in Law"** means any of the following after the Effective Date: (1) the enactment, adoption, promulgation or modification of any federal, State or local law, ordinance, code, rule or regulation (other than by the Village, or, with respect to those made by the Village, only if they violate the terms of this Agreement); (2) the order or judgment of any federal or State court, administrative agency or other governmental body (other than the Village); or (3) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency.
- B. **"Corporate Authorities"** means the President and Board of Trustees of the Village of River Forest, Illinois.
- C. **"Day"** means a calendar day.
- D. **"Effective Date"** means the day on which this Agreement is executed by the Village, with said date appearing on page 1 hereof.

- E. **"Incremental Property Taxes"** means that portion of the *ad valorem* real estate taxes, if any, arising from the taxes levied upon the Redevelopment Project Area, which taxes are actually collected and paid to the Village, and which are attributable to the increase in the equalized assessed valuation ("EAV") of the Property over and above the EAV of the Redevelopment Project Area at the time of the formation of the TIF District, all as determined by the County Clerk of the County of Cook, Illinois, pursuant to and in accordance with the TIF Act, those Ordinances referenced in Section I.D. above and this Agreement, and which have been received by the Village.
- F. **"Incentive Fund"** means the fund set up by the Village into which the Village will deposit Incremental Property Taxes.
- G. **"Party" or "Parties"** means the Village and/or the Tenant, individually/collectively, and their respective successors and/or assigns as permitted herein, as the context requires.
- H. **"Person"** means any individual, corporation, partnership, limited liability company, joint venture, association, trust, or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.
- I. **"State"** means the State of Illinois.
- J. **"TIF Eligible Redevelopment Costs"** means the costs of the Project, to be reimbursed, in part, from Incremental Property Taxes pursuant to the TIF Act, and permitted to be reimbursed as a "redevelopment project cost" in Section 3(q) of the TIF Act, 65 ILCS 5/11-74.4-3(q), by the Village, as provided for in EXHIBIT E and as otherwise provided for in this Agreement.

III. CONSTRUCTION OF TERMS

This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- A. Definitions include both singular and plural. Pronouns include both singular and plural and cover all genders. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation".
- B. Headings of Sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

- C. All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the Agreement shall control.
- D. Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.
- E. The Village Administrator, unless applicable law requires action by the Corporate Authorities, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by and provided for in this Agreement. The Tenant is entitled to rely on the full power and authority of the Persons executing this Agreement on behalf of the Village as having been properly and legally given by the Village.
- F. In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by Tenant in a different manner Tenant hereby designates Sandra Capizzi as its authorized representatives who shall individually have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of the Tenant and with the effect of binding the Tenant in that connection (such individual being designated as an "Authorized Tenant Representative"). The Tenant shall have the right to change its Authorized Tenant Representative by providing the Village with written notice of such change from both authorized representatives which notice shall be sent in accordance with Section XV.B. of this Agreement.

IV. INCENTIVE

A. Incentive Amount.

1. The Village shall reimburse Tenant for TIF Eligible Redevelopment Costs, in relation to the Project, in an amount not to exceed the Funding Cap.

2. The total amount paid by the Village to the Tenant from the Incentive Fund shall not exceed the Funding Cap.
3. The Tenant shall apply for and receive all necessary building permits for the Project. The Village shall waive the Village's building permit fees for the Project.

B. Conditions and Procedure for Payment of Incentive.

1. The Village's obligation to reimburse the Tenant in relation to the Project from the Incentive Fund is subject to the following conditions precedent, in addition to those set forth elsewhere in this Agreement (i) the Tenant shall have provided the Village with an executed copy of its lease for the Property; (ii) the Tenant is operating the Project on the Property; (iii) the Tenant is current with all Federal, State and local tax obligations; (iv) the Incentive Fund has adequate Incremental Property Taxes to pay the amounts requested for reimbursement by the Tenant; and (v) the Tenant is in compliance with all of the terms of this Agreement and the laws and regulations of the Village, the State of Illinois and the United States of America.
2. The Village shall reimburse the Tenant from Incremental Property Taxes deposited into the Incentive Fund, subject to the Funding Cap, for the Tenant's actual expenditures of TIF Eligible Redevelopment Costs set forth in EXHIBIT E, attached hereto and made a part hereof, relative to the Project ("Incentive"), incurred by the Tenant prior to or after the Effective Date. Said Incentive shall be paid to the Tenant as follows:
 - i. The Village shall pay Incremental Property Taxes from the Incentive Fund to the Tenant on each June 1st and December 1st after the Effective Date (each a "Payment Date"), during the Term (as defined in Section XV.O. below) of this Agreement, provided the Village is in receipt of the Tenant's sworn request for reimbursement of TIF Eligible Redevelopment Costs documented by the Tenant to have been incurred by the Tenant in relation to the Project (which documentation shall accompany each such request for reimbursement), subject to the following additional timing limitations:
 - a. Sixteen Thousand Two Hundred Fifty and No/100 Dollars (\$16,250.00) of the Incentive shall be eligible to be paid upon on the Village issuing a certificate of occupancy for the Project ("C.O.");

- b. An additional Ten Thousand and No/100 Dollars (\$10,000.00) of the Incentive shall be eligible to be paid one (1) year after the date the C.O. was issued; and
 - c. The remaining Ten Thousand and No/100 Dollars (\$10,000.00) shall be eligible to be paid two (2) years after the date the C.O. was issued.
- ii. The Tenant's sworn requests for payment of the Incentive shall be submitted using the form attached hereto as EXHIBIT F and made a part hereof. Unless the Village has good cause to believe that the Tenant's request for reimbursement seeks reimbursement for non-TIF Eligible Redevelopment Costs, the Village shall pay such request for reimbursement on the next Payment Date, provided there are sufficient Incremental Property Taxes within the Incentive Fund to do so. If the Village elects to withhold or deny such payment, the Village shall promptly (and in any event not later than the date payment would otherwise have been due) advise the Tenant in writing as to the specific basis for the Village's position.
- iii. If the Tenant requests reimbursement from Incremental Property Taxes from the Incentive Fund, and if the Village authorizes the distribution of such funds in an amount greater than the then-existing balance of Incremental Property Taxes in the Incentive Fund, the Village shall distribute any approved but undistributed Incentive to Tenant on the next Payment Date, or a Payment Date thereafter, provided that the Village has received and deposited additional Incremental Property Taxes into the Incentive Fund, in an amount sufficient to cover all or a part of said authorized but undistributed Incentive. No interest shall accrue on any amount of authorized but undistributed Incentive.
- iv. The Incentive paid to the Tenant shall only be paid from Incremental Property Taxes actually received by the Village, unless the Village determines otherwise in its sole discretion.
- v. The Incentive by the Village shall cease upon the first of the Tenant's receipt of the full amount of the Funding Cap or the cancellation or expiration of the Term (as defined in Section XV.O. below) of this Agreement. The date the Tenant receives the full amount of the Incentive up to the Funding

Cap shall be the "Incentive Funding Date."

3. The Incentive is not a general obligation of the Village, and the Village's full faith and credit are not pledged or encumbered to provide the Tenant with the Incentive. The TIF Eligible Redevelopment Costs for the Project is set forth in EXHIBIT E, and the Village shall not reimburse the Tenant for any costs of the Project not listed on said EXHIBIT E.

- C. **Termination of Incentive.** If the Project ceases operating before two (2) years has passed from the date the C.O. was issued, the Village shall not pay any of the remaining Incentive owed to the Tenant, and the Tenant shall forfeit the remaining Incentive.

V. UNDERTAKING ON THE PART OF THE VILLAGE

The Village agrees to provide the Incentive.

VI. TENANT'S OBLIGATIONS

The Tenant shall use Incremental Property Taxes solely for TIF Eligible Redevelopment Costs, and the Tenant shall have those obligations elsewhere in this Agreement, for the development, construction, financing, completion and furtherance of the Project:

VII. ADDITIONAL COVENANTS OF TENANT

- A. **Continued Existence.** The Tenant will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois corporation for so long as the Tenant maintains an interest in the Property or has any other remaining obligation pursuant to the terms of this Agreement.
- B. **Further Assistance and Corrective Instruments.** The Village and the Tenant agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for carrying out the intention of or effectuate or facilitating the performance of this Agreement to the extent legally permitted and within the Village's sound legal discretion.
- C. **No Gifts.** The Tenant covenants that no director, employee or agent of the Tenant, or any other Person connected with the Tenant, has made, offered or given, either directly or indirectly, to any member of the Corporate Authorities, or any officer, employee or agent of the Village, or any other Person connected with the Village, any money or anything of

value as a gift or bribe or other means of influencing his or her action in his or her capacity with the Village.

- D. **Disclosure.** Concurrently with execution of this Agreement, the Tenant shall disclose to the Village the names, addresses and ownership interests of all Persons that have an ownership interest in the Tenant, together with such supporting documentation that may be reasonably requested by the Village. The Tenant further agrees to notify the Village throughout the term of this Agreement of the names, addresses and ownership interests of any changes of owners of the Tenant.
- E. **Open Book.** The Project shall be an “open book” project, meaning that the Tenant and the general contractor (or contractors, if more than one) will assure continuing access to the Village’s agents for the purpose of reviewing and auditing their respective books and records relating to any item necessary to determine the costs of the Project and to determine the condition of the Tenant’s business operating on the Property; provided, however, that all such access shall be limited to normal business hours upon reasonable prior notice and shall not occur more frequently than once per calendar quarter. The foregoing Village review rights shall terminate when the Agreement is no longer in effect, unless the Tenant has failed to make available any such books and/or records requested in writing by the Village. Failure to provide the documents or allow review of the books within fifteen (15) days after request by the Village shall be an Event of Default.

VIII. ADHERENCE TO VILLAGE CODES AND ORDINANCES

Except as otherwise provided for in this Agreement, all development and construction of the Project shall comply in all respects with the provisions in the building, plumbing, mechanical, electrical, storm water management, fire prevention, property maintenance, zoning and subdivision codes of the Village and all other germane codes and ordinances of the Village in effect from time to time during the course of construction of the Project. The Tenant, by executing this Agreement, expressly warrants that it has examined and is familiar with all the covenants, conditions, restrictions, building regulations, zoning ordinances, property maintenance regulations, environmental laws (including any law relating to public health, safety and the environment and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereafter) and land use regulations, codes, ordinances, federal, State and local ordinances, and the like, currently in effect.

IX. SPECIAL CONDITION

To the extent feasible, the Tenant shall make reasonable efforts to notify Village residents of employment opportunities that are available relative to the Project,

and, to the extent permitted by law, make reasonable efforts to employ qualified residents of the Village in relation to the Project.

X. REPRESENTATIONS AND WARRANTIES OF TENANT

The Tenant represents, warrants and agrees as the basis for the undertakings on its part herein contained that as of the Effective Date and during the term of the Agreement:

- A. **Existence and Authority.** The Tenant is an Illinois corporation, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement. The Tenant is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Agreement. There are no actions at law or similar proceedings which are pending or threatened against the Tenant which would result in any material and adverse change to the Tenant's financial condition, or which would materially and adversely affect the level of the Tenant's assets as of the date of this Agreement or that would materially and adversely affect the ability of the Tenant to proceed with the construction and development of the Project.
- B. **No Conflict.** Neither the execution and delivery of this Agreement by the Tenant, the consummation of the transactions contemplated hereby by the Tenant, nor the fulfillment of or compliance with the terms and conditions of this Agreement by the Tenant conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of the Tenant (with the Tenant's prior written approval), any organizational documents, any restriction, agreement or instrument to which the Tenant or any of its partners, directors, or venturers is now a party or by which the Tenant or any of its partners, directors or venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of the Tenant, any related party or any of its partners, directors or venturers under the terms of any instrument or agreement to which the Tenant, any related party or any of its partners, directors or venturers is now a party or by which the Tenant, any related party or any of its partners, directors or venturers is bound.
- C. **Adequate Resources.** The Tenant has sufficient financial and economic resources to complete the Tenant's obligations in this Agreement.
- D. **No Adverse Notices.** The Tenant represents and warrants that it has not received any notice from any local, State or federal official that the activities of the Tenant with respect to the Property and/or the Project may or will be in violation of any environmental law or regulation. The Tenant is

not aware of any State or federal claim filed or planned to be filed by any Party relating to any violation of any local, State or federal environmental law, regulation or review procedure, and the Tenant is not aware of any violation of any local, State or federal law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute.

- E. **Experience.** The Tenant represents and warrants to the Village that Tenant, and its respective principals, are experienced in the development and operation of business concerns similar or comparable to the Project, and are able to provide the Project with the necessary skill, knowledge and expertise as well as input from other experts and consultants in the operation of such a Project.
- F. **Payment of Real Estate Taxes.** The Tenant agrees to pay or cause to be paid all general and special real estate taxes levied during its respective period of tenancy against its respective interest in the Project and the Property on or prior to the date same is due and said taxes shall not become delinquent. The Tenant shall deliver evidence of payment of such taxes to the Village upon request.
- G. **No Tax-Exempt Status.** Consistent with its covenant in Section X.F. above, the Tenant shall not assert a tax-exempt status for the Property during its respective period of tenancy.
- H. **No Broker.** The Tenant represents and warrants to the Village that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by it, or its subsidiaries or agents or employees, or, through such the Tenant's actions (or claiming through such party), which is entitled to compensation as a consequence of this transaction.

XI. REPRESENTATIONS AND WARRANTIES OF THE VILLAGE

The Village represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

- A. **Existence.** The Village is an Illinois municipal corporation duly organized and validly existing under the laws of the State of Illinois, and has all requisite corporate power and authority to enter into this Agreement.
- B. **Authority.** The execution, delivery and performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement:
 - 1. have been duly authorized by all necessary corporate action on the part of the Village;

2. require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement; and
 3. shall not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject.
- C. **Litigation.** To the best of the Village's knowledge, there are no proceedings pending or threatened against or affecting the Village or the TIF District in any court or before any governmental authority which involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.
- D. **Adequate Resources.** The Village has sufficient financial and economic resources to implement and complete the Village's obligations contained in this Agreement.
- E. **No Broker.** The Village represents and warrants to the Tenant that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by it, or its subsidiaries or agents or employees, or, through such the Village's actions (or claiming through such party), is entitled to compensation as a consequence of this transaction.

XII. INDEMNIFICATION, HOLD HARMLESS AND RELEASE PROVISIONS

This Section XII. shall survive the termination of this Agreement.

- A. **Release.** The Tenant releases from and covenants and agrees that the Village, its governing body members, officers, agents, including independent contractors, consultants, attorneys, servants and employees thereof (for purposes of this Section XII., collectively the "Village Indemnified Parties") shall not be liable for, and agrees to indemnify and hold harmless the Village Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or the Property or arising pursuant to the Tenant's obligations or warranties under this Agreement or actions in furtherance thereof to the extent not attributable to the gross negligence or willful misconduct of the Village Indemnified Parties; provided, that this waiver shall not apply to the warranties made or obligations undertaken by the Village in this Agreement.
- B. **Indemnification.** Except for gross negligence or willful misconduct of the Village Indemnified Parties, Tenant agrees to indemnify the Village Indemnified Parties, now and forever, and further agrees to hold the

aforesaid harmless from any claims, demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of Tenant (or if other Persons acting on their behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project.

- C. **Environmental Disclaimer.** Except as otherwise set forth herein, the Village makes no warranties or representations regarding, nor does it indemnify the Tenant with respect to, the existence or nonexistence on or in the vicinity of the Property, or anywhere within the TIF District of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601-9657, as amended) (collectively, the "Hazardous Substances"). The foregoing disclaimer relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Property, or within the TIF District, as well as any activity claimed to have been undertaken on or in the vicinity of the Property, that would cause or contribute to causing (1) the Property to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 *et seq.*, or any similar State law or local ordinance, (2) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Property, within the meaning of, or otherwise bring the Property within the ambit of, CERCLA, or any similar State law or local ordinance, or (3) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. §1251 *et seq.*, or any similar State law or local ordinance. Further, the Village makes no warranties or representations regarding, nor does the Village indemnify the Tenant with respect to, the existence or nonexistence on or in the vicinity of the Project, or anywhere within the Property or the TIF District, of any substances or conditions in or on the Property, that may support a claim or cause of action under RCRA, CERCLA, or any other federal, State or local environmental statutes, regulations, ordinances or other environmental regulatory requirements. The Village makes no representations or warranties regarding the existence of any above ground or underground tanks in or about the Property, or whether any above or underground tanks have

been located under, in or about the Property have subsequently been removed or filled.

- D. **Waiver.** The Tenant waives any claims against the Village Indemnified Parties, and their members and boards, for indemnification, contribution, reimbursement or other payments arising under federal, State and common law relating to the environmental condition of the the Property.
- E. **No Personal Liability.** No liability, right or claim at law or inequity shall attach to or shall be incurred by the Village's President, Trustees, officers, officials, attorneys, agents and/or employees, and any such rights or claims of the Tenant against the Village's President, Trustees, officers, officials, attorneys, agents and/or employees are hereby expressly waived and released as a condition of and as consideration for the execution of the Agreement by the Village.

XIII. EVENTS OF DEFAULT AND REMEDIES

- A. **Tenant Events of Default.** The following shall be Events of Default with respect to this Agreement:
 - 1. Default by Tenant for a period of thirty (30) days after written notice thereof in the performance or breach of any representation, warranty or covenant contained in this Agreement concerning the existence, structure or financial condition of Tenant; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and Tenant, within said thirty (30) days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within thirty (30) days after such notice.
 - 2. The commencement by Tenant of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or an entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Tenant in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or State bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Tenant for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of forty five (45) consecutive days.
 - 3. Tenant abandons the Project on the Property. Abandonment shall be deemed to have occurred when work stops on the Property for

more than thirty (30) consecutive days for any reason other than Uncontrollable Circumstances and such work is not resumed within thirty (30) days of written demand by the Village.

4. Tenant fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the Project contemplated by this Agreement and such failure continues for more than thirty (30) days after written notice thereof from the Village; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and Tenant, within said thirty (30) days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within sixty (60) days after such notice.

B. Village Events of Default. The following shall be Events of Default with respect to this Agreement:

1. Default by the Village in the performance or breach of any material covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if the Village, commences cure within thirty (30) days after written notice from Tenant and in any event cures such default within forty five (45) days after such notice.
2. A material representation or warranty of the Village is not true for a period of thirty (30) days after written notice from Tenant; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and the Village, within said thirty (30) days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within forty five (45) days after such notice.

C. Remedies for Default. In the case of an Event of Default hereunder:

1. The defaulting Party shall, upon written notice from the non-defaulting Party, take prompt action to cure or remedy such Event of Default. If, in such case, any monetary Event of Default is not cured, or if in the case of a non-monetary Event of Default, action is not taken or not diligently pursued, or if action is taken and diligently pursued but such Event of Default or breach shall not be cured or remedied within the cure periods specified therefor, unless extended by mutual agreement, the non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not

limited to, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement.

2. In case a Party shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, the Parties shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Tenant and the Village shall continue as though no such proceedings had been taken. In no event shall either Party be liable to the other for any consequential or punitive damages suffered as a result of a default under this Agreement.

- D. **Agreement to Pay Attorneys' Fees and Expenses.** In the event an Event of Default is not cured within the applicable cure periods and the Parties employ an attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement herein contained, the non-prevailing Party shall pay, on demand, the prevailing Party's reasonable fees of such attorneys and such other reasonable expenses in connection with such enforcement action. This Section XII.D. shall survive the termination of this Agreement.
- E. **No Waiver by Delay or Otherwise.** Any delay by any Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that any Party should not be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any specific Event of Default be considered or treated as a waiver of the rights by the waiving Party of any future Event of Default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.
- F. **Rights and Remedies Cumulative.** The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies for the same Event of Default.
- G. **Legal and Other Fees and Expenses.** Other than for demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings covered by Section XII. above, in the event that any third

party or parties institute any legal proceedings against the Tenant and/or the Village, which relate to the terms of this Agreement, then, in that event, the Parties shall cooperate in the defense of any such lawsuit, with each Party assuming, fully and vigorously, its own defense of such lawsuit, and all costs and expenses of its own defense, of whatever nature (including attorney's fees). This Section XIII.G. shall survive the termination of this Agreement.

XIV. EQUAL EMPLOYMENT OPPORTUNITY

- A. **No Discrimination.** Tenant shall comply with all federal, state and local laws relating to equal employment opportunity. To the extent permitted by law, Tenant shall use reasonable efforts to employ qualified residents of the Village as to any direct hires by the Tenant, if applicable.
- B. **Advertisements.** Tenant shall, in all solicitations or advertisements for employees placed by or on behalf of Tenant, if applicable, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. **Contractors.** Any contracts made by Tenant with any general contractor, agent, employee, independent contractor or any other Person in connection with the Project shall contain language similar to that recited in Sections XIV.A. and B. above. The Tenant shall make reasonable efforts to incorporate language similar to that recited in Sections XIV.A. and B. in any leases made by Tenant in connection with the Project.

XV. MISCELLANEOUS PROVISIONS

- A. **Cancellation.** Notwithstanding any terms in this Agreement to the contrary, in the event Tenant or the Village shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, or contained in the TIF Plan, including Tenant's duty to operate the Project, by the order of any court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the Village in connection with the Project, shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction and such declaration shall materially affect the Project or the covenants and agreements or rights and privileges of Tenant or the Village, then and in any such event, the Party so materially affected may, at its election, cancel or terminate this Agreement in whole (or in part with respect to that portion of the Project materially affected) by giving written notice thereof to the other Parties within one hundred twenty (120) days after such final decision or amendment. Further, the cancellation or termination of this Agreement shall have no effect on the authorizations granted to Tenant for buildings,

or the remodeling of any building, permitted and under construction, to the extent permitted by said court order; and the cancellation or termination of this Agreement shall have no effect on perpetual easements contained in any recorded, properly executed document.

- B. **Notices.** All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (1) personal service, (2) electronic mail, telex, but only if followed up, within one (1) business day, by another method of notice, (3) overnight courier, or (4) registered or certified first class mail, postage prepaid, return receipt requested.

If to Village: Catherin Adduci, President
Village of River Forest
400 Park Avenue
River Forest, Illinois 60305
Email: cadduci@vrf.us

With a copy to: Eric Palm, Village Administrator
Village of River Forest
400 Park Avenue
River Forest, Illinois 60305
Email: epalm@vrf.us

and: Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606
Attention: Gregory T. Smith
Email: gtsmith@ktjlaw.com

If to Tenant: _____

Attn: _____
Email: _____

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (1) or (2) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (3) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (4)

shall be deemed received forty-eight (48) hours following deposit in the mail.

- C. **Time is of the Essence.** Time is of the essence of this Agreement. Notwithstanding the foregoing, if the date for performance of any of the terms, conditions and provisions of this Agreement shall fall on a Saturday, Sunday or legal holiday, then the date of such performance shall be extended to the next business day.
- D. **Integration.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.
- E. **Counterparts.** This Agreement may be executed in any number of counterparts, but in no event less than two (2) counterparts, each of which shall be an original and each of which shall constitute but one and the same Agreement.
- F. **Severability.** If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
- G. **Choice of Law / Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and any court proceedings between the Parties hereto shall be brought in Cook County, Illinois.
- H. **Entire Contract and Amendments.** This Agreement (together with the exhibits attached hereto) is the entire contract between the Village and the Tenant relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Village and the Tenant, and may not be modified or amended except by a written instrument executed by the Parties hereto.
- I. **Third Parties.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other Person other than the Village and the Tenant, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third parties to the Village and the Tenant, nor shall any provision give any third parties any rights of subrogation or action over or against the Village or the Tenant. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

- J. **Waiver.** Any Party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.
- K. **Cooperation and Further Assurances.** The Village and the Tenant each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village or the Tenant, or other appropriate Persons, all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.
- L. **No Joint Venture, Agency or Partnership Created.** Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third party to create the relationship of a partnership, agency or joint venture between or among such Parties.
- M. **No Personal Liability of Officials of the Village or the Tenant.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the Corporate Authorities, Village Manager, any elected official, officer, partner, member, shareholder, manager, director, agent, employee or attorney of the Village or the Tenant, in his or her individual capacity, and no elected official, officer, partner, member, director, agent, employee or attorney of the Village or the Tenant shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.
- N. **Repealer.** To the extent that any ordinance, resolution, rule, order or provision of the Village's code of ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.
- O. **Term.** This Agreement shall remain in full force and effect until the termination of the Redevelopment Project Area.
- P. **Estoppel Certificates.** Each of the Parties hereto agrees to provide the other, upon not less than fifteen (15) days prior request, a certificate

("Estoppel Certificate") certifying that this Agreement is in full force and effect (unless such is not the case, in which case such Party shall specify the basis for such claim), that the requesting Party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting Party. If either Party fails to comply with this provision within the time limit specified, and if, after an additional seven (7) days' notice there still is no compliance, then said non-complying Party shall be deemed to have appointed the other as its attorney-in-fact for execution of same on its behalf as to that specific request only.

- Q. **Assignment.** This Agreement, and the rights and obligations hereunder, may not be assigned by Tenant, unless the Village consents in writing to such assignment, which consent the Village may withhold in its sole and absolute discretion.

- R. **Municipal Limitations.** All Village commitments hereunder are limited to the extent required by law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

VILLAGE OF RIVER FOREST,
an Illinois municipal corporation

ATTEST:

By: _____
Catherine Adduci, Village President

By: _____
Kathleen Brand-White, Village Clerk

SKIN CARE -SC INC.,
an Illinois corporation

ATTEST:

By: _____
Sandra Capizzi, President

By: _____
_____, _____

ACKNOWLEDGMENT

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Catherine Adduci and Kathleen Brand-White, personally known to me to be the President and Village Clerk of the Village of River Forest, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said Illinois municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Illinois municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2018.

Notary Public

ACKNOWLEDGMENT

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the _____ and _____, respectively, of _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ and _____, they signed and delivered the said instrument and caused the corporate seal of said _____ to be affixed thereto, pursuant to authority given by the _____, as their free and voluntary act, and as the free and voluntary acts and deeds of said _____, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2018.

Notary Public

EXHIBIT A-1

Madison Street TIF District

Legal Description

(attached)

LEGAL DESCRIPTION (MADISON STREET TIF):

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 11, THE SOUTH HALF OF SECTION 12, THE NORTH HALF OF SECTION 13 AND THE NORTHEAST QUARTER OF SECTION 14 IN TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF MADISON STREET AND THE EAST RIGHT-OF-WAY LINE OF THATCHER AVENUE; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT ON THE NORTH LINE OF THE SOUTH 158 FEET OF SAID SOUTHEAST QUARTER OF SECTION 11; THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTH 158 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF GALE AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 9 IN BLOCK 7 IN GALE AND BLOCK'S SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND NORTH LINE OF LOT 9 TO A POINT ON THE WEST LINE OF THE EAST 145.00 FEET OF SAID LOT 9; THENCE SOUTHERLY ALONG SAID WEST LINE TO A POINT ON THE NORTH LINE OF THE SOUTH 60 FEET OF SAID LOT 9; THENCE EASTERLY ALONG SAID NORTH LINE TO A POINT ON THE WEST LINE OF THE EAST 90 FEET OF SAID LOT 9; THENCE SOUTHERLY ALONG SAID WEST LINE AND SOUTHERLY EXTENSION THEREOF TO A POINT ON THE NORTH LINE OF THE SOUTH 40 FEET OF LOT 8 IN SAID BLOCK 7 OF GALE AND BLOCK'S SUBDIVISION; THENCE EASTERLY ALONG SAID NORTH LINE TO A POINT ON THE EAST LINE OF SAID LOT 8 (SAID EAST LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF AN 18 FOOT PUBLIC ALLEY); THENCE NORTHERLY ALONG SAID EAST LINE TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH HALF OF LOT 5 IN SAID BLOCK 7; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND NORTH LINE TO A POINT ON THE EAST LINE OF SAID LOT 5 (SAID EAST LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF KEYSTONE AVENUE); THENCE EASTERLY ALONG A LINE TO A POINT ON THE NORTH LINE

OF THE SOUTH HALF OF LOT 5 IN BLOCK 8 OF SAID GALE AND BLOCK'S SUBDIVISION; THENCE EASTERLY ALONG SAID NORTH LINE TO A POINT ON THE EAST LINE OF SAID LOT 5, SAID POINT ALSO BEING A POINT ON THE NORTH LINE OF THE SOUTH 150 FEET OF LOT 21 IN SAMUEL WATT'S SR. SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SAID SECTION 12, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 2, 1910 AS DOCUMENT NO. 4533770; THENCE EASTERLY ALONG SAID NORTH LINE TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF FOREST AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 8 IN SAID SAMUEL WATT'S SR. SUBDIVISION; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND ALONG SAID NORTH LINE OF LOT 8 TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE CANADIAN PACIFIC RAILROAD (F.K.A. THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD); THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 12; THENCE EASTERLY ALONG SAID NORTH LINE TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID CANADIAN PACIFIC RAILROAD; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT ON THE NORTH LINE OF PARK AND MADISON TOWNHOMES RESUBDIVISION, BEING A SUBDIVISION IN SAID SOUTHWEST QUARTER OF SECTION 12, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 19, 2007 AS DOCUMENT NO. 0735303059; THENCE EASTERLY ALONG SAID NORTH LINE TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF PARK AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 8 IN BLOCK 8 OF E.S. CONWAY'S RESUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND NORTH LINE OF LOT 8 TO THE NORTHEAST CORNER OF SAID LOT 8 (SAID NORTHEAST CORNER ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF AN 18 FOOT PUBLIC ALLEY); THENCE EASTERLY ALONG A LINE TO THE NORTHWEST CORNER OF LOT 27 IN SAID BLOCK 8 OF E.S. CONWAY'S RESUBDIVISION (SAID NORTHWEST CORNER ALSO BEING A POINT ON THE EAST RIGHT-

OF-WAY LINE OF AN 18 FOOT PUBLIC ALLEY); THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 27 TO THE NORTHEAST CORNER OF SAID LOT 27 (SAID NORTHEAST CORNER ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF FRANKLIN AVENUE); THENCE EASTERLY ALONG A LINE TO THE NORTHWEST CORNER OF LOT 8 IN BLOCK 7 OF SAID E.S. CONWAY'S RESUBDIVISION (SAID NORTHWEST CORNER ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF FRANKLIN AVENUE); THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 8 TO THE NORTHEAST CORNER OF SAID LOT 8 (SAID NORTHEAST CORNER ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF AN 18 FOOT PUBLIC ALLEY); THENCE EASTERLY ALONG A LINE TO THE NORTHWEST CORNER OF LOT 8 IN BLOCK 8 IN HENRY FIELD'S SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SAID SECTION 12 (SAID NORTHWEST CORNER ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF AN 18 FOOT PUBLIC ALLEY); THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 8 TO A POINT ON THE NORTH LINE OF THE SOUTH 30 FEET OF SAID LOT 8; THENCE EASTERLY ALONG SAID NORTH LINE AND ALONG THE EASTERLY EXTENSION THEREOF TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ASHLAND AVENUE; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO THE NORTHWEST CORNER OF LOT 18 IN NUBE AND PETTON'S RESUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 18 TO THE NORTHEAST CORNER OF SAID LOT 18 (SAID NORTHEAST CORNER ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF AN 18 FOOT PUBLIC ALLEY); THENCE EASTERLY ALONG A LINE TO THE NORTHWEST CORNER OF LOT 23 IN SAID NUBE AND PETTON'S RESUBDIVISION (SAID NORTHWEST CORNER ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF AN 18 FOOT PUBLIC ALLEY); THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 23 AND ALONG THE EASTERLY EXTENSION THEREOF TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF LATHROP AVENUE; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG THE SOUTHERLY EXTENSION THEREOF TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID MADISON STREET; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY

LINE TO A POINT ON THE SOUTHERLY EXTENSION OF SAID EAST RIGHT-OF-WAY LINE OF THATCHER AVENUE; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION TO THE POINT OF BEGINNING.

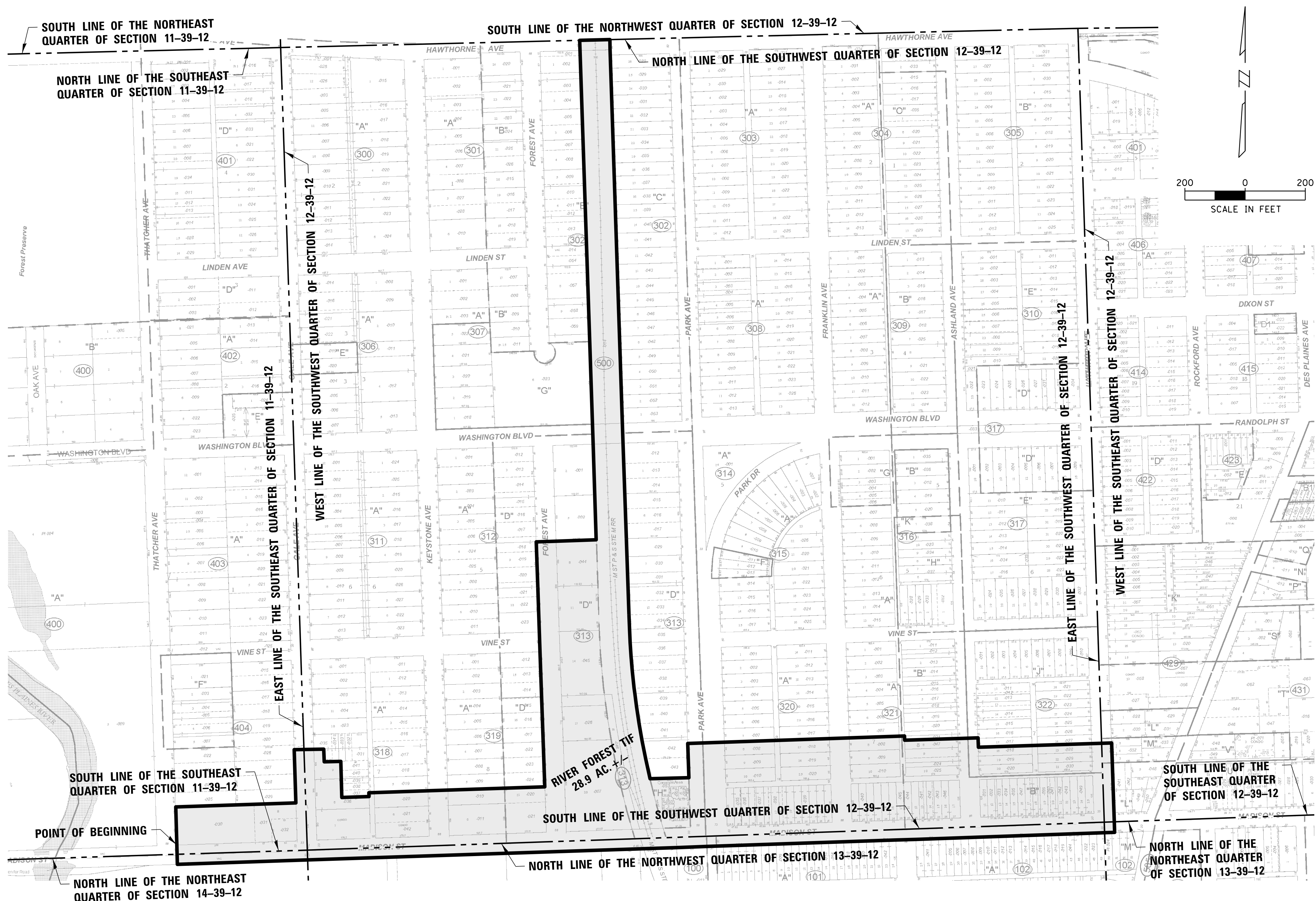
S:\RIVERFOREST\150190\Survey\Docs\LEGAL DESCRIPTION.River Forest Madison St TIF.docx

EXHIBIT A-2

Madison Street TIF District

Map

(attached)



CHRISTOPHER B. BURKE
ENGINEERING, LTD.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

RIVER FOREST TIF
IN
VILLAGE OF RIVER FOREST, ILLINOIS
PREPARED FOR
KANE, MCKENNA AND ASSOCIATES, INC.

CALC.	KJR	PROJECT NO.
DWN.	AJK	150190
CHKD.	JRM	SHEET 1 OF 1
SCALE:	1"=200'	DRAWING NO.
DATE:	04-21-2015	TIF150190A

S:\RIVERFOREST\150190\SURVEY\TIF150190A.SUR

EXHIBIT B

Legal Description of the Property

P.I.N.: 15-12-320-039-0000

Common Address: 7756 Madison Street, River Forest, IL 60305

EXHIBIT C

Site Plan for the Project

(attached)

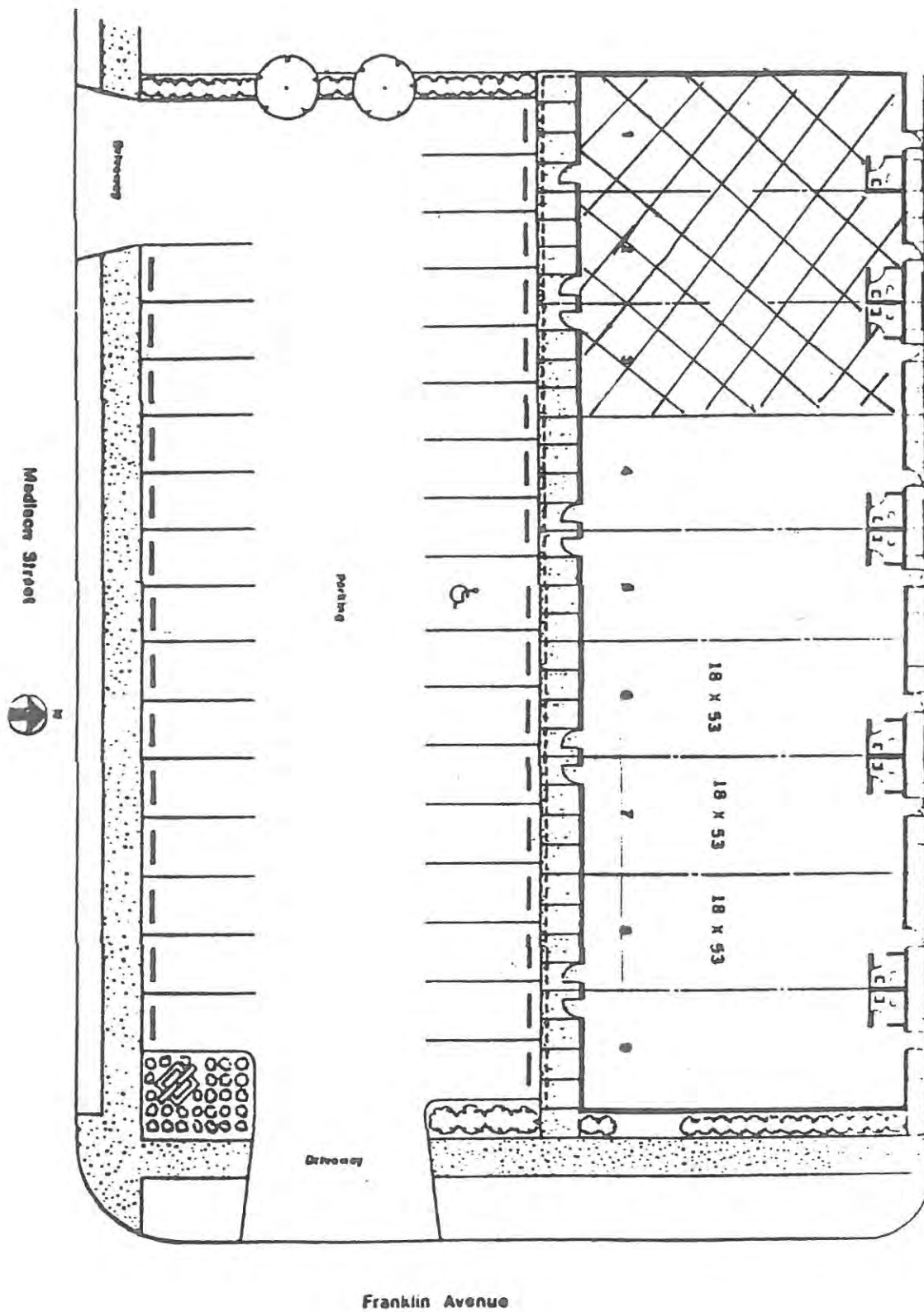
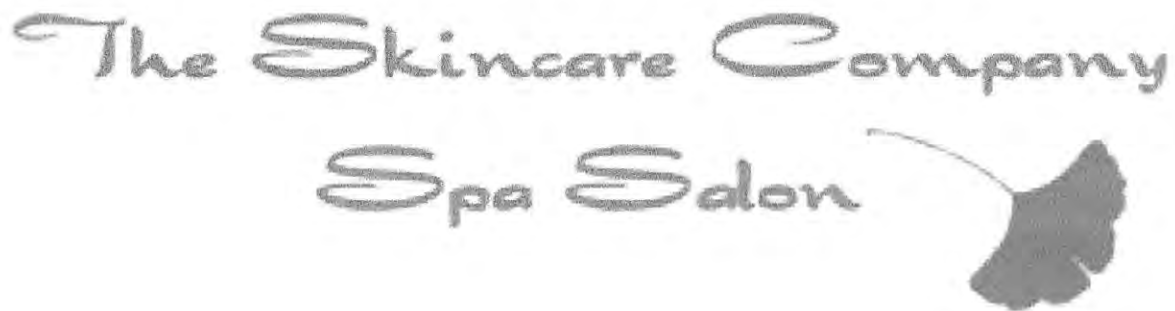


EXHIBIT D

Detailed Description of the Project



Project Proposal

Prepared for:

Sandra Capizzi Skin Care Company

7756 W Madison

River Forest

Prepared by:

Nelson Ameer President

SONIN Construction

815 Franklin

River Forest II 60305

Proposal number: 5525-14

SCOPE OF WORK

Permits & Drawings- \$3,000

1. Apply for all trades electrical, plumbing, framing & Insulation
2. All drawings
3. All inspections

Plumbing- \$17,000

1. All Permits and drawings will be completed and applied for by Sonin Construction
2. Inspection is required
3. New PVC sink drain and vent from hand sinks to existing stack 4 spa rooms
4. New copper hot and cold water supply for 4 spa rooms
5. Install 4 hand sinks in 4 spa rooms
6. New PVC sink drain and vent from 3 shampoo bowls to existing stack
7. New hot and cold copper piping to 3 shampoo bowls and vanity sink
8. New copper hot and cold water supply to 3 shampoo bowls
9. New PVC sink drain and vent from 2 pedicure bowls to existing stack
10. New hot and cold copper piping to 2 pedicure bowls and vanity sink
11. New copper hot and cold water supply to 2 pedicure bowls Install all shower fixture and drains
12. Install vanity fixtures and drains
13. Install shampoo bowls, pedicure tubs and spa hand sinks
10. All debris and materials will be removed from project by trailer no dumpster needed

Demolition - \$5,600

1. All Permits and drawings will be completed and applied for by Sonin Construction
 2. Demolition - see attached drawings
 3. Remove drywall/plaster walls and frame
 4. Remove rug- see attached plans
 5. Demo floor and walls in west rear bathroom
 7. All debris and materials will be removed from project by trailer no dumpster needed
-

NELSON AMEER / 1945 N 73RD CORP SONIN CONSTRUCTION

Electrical- \$16,000

1. All Permits and drawings will be completed and applied for by Sonin Construction
2. Inspection is required
3. Add 5 single circuit and 4 plug outlet in salon area
4. Move existing electrical outlets and switches in salon and front desk area
5. 2 GFI outlets installed bathrooms
6. All new conduit and wires
7. New circuit Panel
8. Install all electrical fixtures and covers
9. Any work or upgrade of the electrical panel is not included
10. All debris and materials will be removed from project by trailer no dumpster needed

Framing & Insulation- \$ 4,500

1. All Permits and drawings will be completed and applied for by Sonin Construction
2. Inspection is required
3. Frame new walls- see attached plans
4. Frame new doorway
5. Frame openings between rooms- see attached plans
6. All debris and materials will be removed from project by trailer no dumpster needed

Drywall & Paint - \$15,700

1. Install 1/2 board on all walls
2. Entire ares- see attached plans
3. Prime and paint with Benjamin Moore Super Hyde Zero VOC paint- owners choice of color
4. All debris and materials will be removed from project by trailer no dumpster needed

Carpentry & Tile - \$10,700

1. Rear west bathroom
 2. Apply adhesive and tiles on floor
 3. Apply adhesive and tile to main bath floor
 4. Install doors
 5. Install floor trim in newly drywalled areas
 6. Install Floors
 7. Install Carpet
-

BUDGET

Total cost of project

Description	Quantity	Unit Price	Cost
Permits & Drawings	1	\$ 3,000	\$ 3,000
Plumbing	1	\$ 17,000	\$ 17,000
Demolition	1	\$ 5,600	\$ 5,600
Electrician	1	\$ 16,000	\$ 16,000
Framing Insulation	1	\$ 4,500	\$ 4,500
Drywall & Paint	1	\$ 15,700	\$ 15,700
Carpentry, Tile and Floors		\$ 10,700	\$ 10,700
			\$ 0
			\$ 0
Total			\$ 72,500

Payment Schedule

1. First Payment 55% - \$39,000
2. Second Payment - \$16,750
3. Third Payment - \$16,750

MAKE CHECKS PAYABLE TO: 1945 N 73rd Corp

Nelson Ameer President SONIN Construction

Date

Sandra Capizzi Skin Care Company

Date

No Additions to this contract without written consent from both parts.

EXHIBIT E

**TIF Eligible Redevelopment Costs
Relative to the Project
Subject to Reimbursement Under the Agreement**

TIF Eligible Redevelopment Project Cost Description	Redevelopment Project Cost Category Under 65 ILCS 5/11-74.4-3(q)	Amount
	Rehabilitation and renovation under 65 ILCS 5/11-74.4-3(q)(3)	\$ 36,250
	Relocation under 65 ILCS 5/11-74.4- 3(q)(8)	\$0

EXHIBIT F

SWORN REQUEST FOR INCENTIVE DISBURSEMENT

(attached)

**SWORN REQUEST FOR INCENTIVE DISBURSEMENT UNDER THE
REDEVELOPMENT AGREEMENT FOR THE _____
DEVELOPMENT COMPRISING A PART OF THE MADISON STREET TIF DISTRICT
OF THE VILLAGE OF RIVER FOREST, ILLINOIS**

I, _____, on behalf of _____ ("Tenant"), hereby submit the following request for disbursement of "Incentive" as defined in, and pursuant to the "Redevelopment Agreement for the _____ Development Comprising a Part of the Madison Street TIF District of the Village of River Forest, Illinois" ("Agreement"), under oath and penalty of perjury:

1. **Amount Requested:** _____ Dollars (\$ _____)

2. **To Be Paid To:** _____

3. **To Be Paid For:** _____

4. **Invoices / Documents Attached:** Attached is a true and accurate copy of invoice(s) and/or document(s) substantiating this request for disbursement. The Tenant shall provide such additional documents and information requested by the Village, including but not limited to, closing statements, paid invoices, contracts, contractors' affidavits, lien waivers, copies of checks and any other documentation specified by the Village and/or in the possession of the Tenant relating to this request.

5. **Covenants and Warranties:** The Tenant covenants and warrants as material inducement for the Village of River Forest to consider, process, and disburse the Incentive that as of the date of this request, through the date of disbursement:

a. The Tenant is not in default of any provision of the Agreement, and the Tenant is in compliance with all federal, State, and Village laws, ordinances, and regulations.

b. The amounts disbursed pursuant to this request shall only be spent, or reimbursed, for "redevelopment project costs" as defined in Section 11-74.4-3(q) of the Illinois Tax Incrementing Allocation Financing Act, 65 ILCS 5/11-74.4-1, et seq. within the categories and cumulative amounts permitted in EXHIBIT E to the Agreement.

- c. No amounts disbursed pursuant to this request shall be spent on any matter, except for the direct costs of TIF Eligible Redevelopment Costs for the "Project," as defined and set forth in the Agreement, including in Exhibit E thereto.

Signature

Name

Date

Subscribed and sworn to before me
this ____ day of _____, 201__.

Notary Public



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

MEMORANDUM

Date: September 28, 2018

To: Catherine Adduci, Village President
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Policy – Use of Incentives in TIF District

After the last Village Board meeting, Staff received feedback which suggested the implementation of a policy that would help guide decision making as it related to use of TIF funds for incentive purposes. Staff reviewed several different policies and attached please find a draft policy for your review. The policy is based off an existing policy from the City of Elmhurst.

Please review the policy and let me know if you have any feedback or questions. I would recommend sending this to the EDC for review and comment and then bringing back to the VBOT at your October 15 meeting.

Thank you.

VILLAGE OF RIVER FOREST TAX INCREMENT FINANCING INCENTIVE POLICY

I. INTRODUCTION

The purpose of this Policy is to provide guidance for the Village of River Forest's ("Village") use of Tax Increment Financing ("TIF") for development and redevelopment activities. This Policy establishes a framework by which TIF incentive requests can be received, reviewed and evaluated in an objective fashion.

It is imperative to maintain and encourage a strong and positive business climate in the Village, but this must be done in tandem with the cautious review of the long-term financial implications, as well as potential community-wide impacts. As a matter of Policy, the Village will consider using TIF incentives to assist private developments only in those circumstances in which the proposed private projects show a demonstrated financial gap. This Policy identifies the provisions in the proposed economic incentive to be considered by the Village.

It is the intention of the Village to review requests for TIF incentives on a case-by-case basis upon the merits of each proposed development or redevelopment. The Village Board shall have the option of amending or waiving sections of this Policy when determined necessary and/or appropriate. The fundamental purpose of TIF incentives is to encourage desirable development, redevelopment and rehabilitation projects that would not otherwise occur "but for" the assistance provided through TIF.

It is the goal of the Village to encourage economic development. The provision of financial assistance is at the sole discretion of the Village. The Village reserves the right to reject or approve projects on a case-by-case basis, taking into account desired outcomes, established policies, specific project criteria and the demand on Village services in relation to the potential benefits to be received from the proposed project. A development or redevelopment which meets this Policy's guidelines or other criteria does not guarantee the award of TIF assistance. Furthermore, the approval or denial of an award of TIF assistance project does not set a precedent for approval or denial of another request for TIF assistance. The Village's decision to any TIF assistance should be viewed as a contribution that will aid growth and add long-term value to the community.

II. TIF ELIGIBLE DEVELOPMENT OR REDEVELOPMENT

The type of development or redevelopment for which the Village will consider TIF funding includes, but is not limited to, the following:

1. Business development (attraction, retention, or expansion).
2. Housing development.
3. Development or redevelopment consistent with approved TIF plans.

4. Development or redevelopment compatible with other redeveloped properties in terms of land use and capital improvements.
5. Development or redevelopment consistent with the affected TIF District's Redevelopment Plan and Project, the Village's Comprehensive Plan, Corridors Plan, Market Study and any other related plan or study.

III. TIF ASSISTANCE CRITERIA

At least two of the following criteria must be met in order for TIF assistance requests to be considered by the Village:

1. Attracting, retaining or expanding businesses for the purpose of improving the Village's economic base.
2. Desirable business that would address an under-served business segment.
3. Presence of extraordinary development or redevelopment costs, such as, but not limited to, extraordinary costs in the following categories:
 - Remodeling or demolition
 - Environmental remediation
 - Capital purchases
 - Facility expansion
 - Public infrastructure, as defined below
 - Governmental requirements (i.e. storm water retention, road improvements, *etc.*)
 - Land acquisition
4. Enhancement of the streetscape and pedestrian experience and improvement of the general livability of the area.
5. Improving public infrastructure.
6. Providing a variety of quality housing choices.
7. Quality of development and overall aesthetics that are in excess of the mandated legal requirements and design standards.
8. Generation of additional assessed valuation to support the affected TIF District and the Village.

IV. GENERAL POLICIES FOR THE USE OF TAX INCREMENT FINANCING ASSISTANCE

1. TIF assistance shall not be provided to projects that have the financial feasibility, as determined by the Village, to proceed without the benefit of the assistance. Prior to consideration of a TIF assistance request, the Village may undertake an independent analysis of the project costs to ensure that the request for assistance is necessary.
2. Depending on the scope of the proposed development or redevelopment, the Village may require a proof of an adequate amount of the developer's equity invested in the

project. Equity is defined as cash or un-leveraged value in land or prepaid costs attributable to the project.

3. An independent appraiser may be hired by the Village to determine fair market value and/or assessed value for the project.
4. TIF assistance generally will not be used for projects that place extraordinary, unmet demands on Village infrastructure or services.
5. The developer shall provide adequate financial guarantees to ensure completion of the project, including, but not limited to, one or more of the following: letters of credit, cash escrow, loans or personal guarantees.
6. When the project is intended as a for-sale development (i.e., office, retail or residential condominiums), unless authorized by the Village Board, the developer must retain ownership of the overall project until final completion; provided, however, that individual condominium units may be sold as they are completed. For all other projects, the developer must retain ownership of the project until construction completion with a final certificate of occupancy being issued, stabilization of occupancy, establishment of project management, and initiation of payment of taxes based on the increased assessed value.
7. Each TIF incentive project must demonstrate the probability of economic success to the satisfaction of the Village. The developer must be able to demonstrate to the Village's satisfaction an ability to construct, operate, and maintain the proposed project based upon past experience, general reputation, and credit history. The developer shall initiate this effort by submitting to the Village preliminary sales, rental, and other projections and/or pro forma analyses concerning the subject project. Existing sales or transfer sales from existing Village businesses must be accounted for in the projections. The developer shall also provide any market and financial feasibility studies, appraisals, and all information provided to private lenders for the project, as well as any other information or data which the Village or its financial consultants may require in order to review the need for TIF assistance.
8. Development projects receiving TIF assistance may be required to provide a full reimbursement of the Village's consultant assistance and expenses incurred in the event the project is removed from the Village's tax rolls during the period of time that the applicable incentive agreement is in existence. Furthermore, unless otherwise agreed upon, the developer and any lessee, licensee or user of the project shall not appeal the assessed value ("AV") of all or any portion of the project below such amount that was established as the AV at the completion of the project, during the period of time the applicable incentive agreement is in place.

V. TAX INCREMENT FINANCING ASSISTANCE STRUCTURE

1. TIF assistance may be provided by the Village on a “pay-as-you-go,” note method or via bond proceeds. Requests for up-front financing are disfavored and will be considered on a case-by-case basis, if increment generation is expected to be sufficient to meet initial financing and debt service costs. The developer will be responsible to provide tax bills and any other required information to allow the Village to estimate and track the increment produced by the project.
2. The amount of assistance provided to a developer will be limited to the amount necessary to provide the developer a reasonable rate of return on investment in the project and the subject site. A developer’s reasonable return on equity, return on cost or internal rate of return will be based on current market conditions, as determined by the Village.
3. The amount of assistance provided to a developer will be limited to the amount necessary to provide the Village a reasonable rate of return on its investment. The Village’s rate of return can be measured by incremental property taxes, incremental sales taxes, *etc.* The rate of return can also be measured by other non-economic items that provide inherent value to the community.
4. Projects receiving TIF assistance may be subject to a “claw-back” provision depending on its incentive structure. The claw-back mandates a developer to provide the Village, or its financial advisor, with evidence of its annualized cumulative internal rate of return on the investment (IRRI), other revenue, or applicable criteria (i.e. longevity or job creation commitments) at specified periods of time after project completion. In the case of IRRI, it shall be calculated with equity, revenues, and expenses in accord with generally accepted accounting principles.
5. When the developer owns the subject property and rents space to tenants, supporting documentation shall be provided to the Village, including, but not limited to, certified records of project costs and revenues including lease agreements and sales on a per square foot basis. When included as a part of an incentive agreement, if the records indicate that the developer has received a higher return on equity, a higher return on cost, or a higher IRRI than originally contemplated at the time of development agreement approval, the developer and the Village shall split any increase as mutually agreed upon by the developer and the Village.
6. When the subject property is a for-sale development and the IRRI cannot be calculated, the developer is to provide financial data after the project is completed. This shall include a calculation of profit on total development costs less the TIF assistance. If the records indicate that the developer has received a higher return on equity, a higher return on cost, or a higher internal rate of return than originally contemplated at the

time of development agreement approval, the developer and the Village shall split any increase as mutually agreed upon by the developer and the Village.

VI. NON-PROFIT ORGANIZATIONS, GOVERNMENTS AND TAX EXEMPT PROPERTY

The Village may consider financial assistance for projects of non-profit organizations and government units that own tax exempt property. If TIF assistance is given, the project will need to meet the pertinent goals of the Village's applicable TIF District Redevelopment Plan and Project and demonstrate a positive financial impact on the affected TIF District.

VII. APPLICATION PROCESS AND PROCEDURE

1. Application for TIF assistance shall be made on forms provided by the Village. Applicants may be required to reimburse the Village for the legal, administrative, planning, and/or consultant costs associated with processing the application, which could include an escrow deposit in an amount determined by the Village at the time the application is accepted by the Village.
2. The application shall include a preliminary financial commitment from a financial institution; plans and/or drawings for the project; background information on the developer; a pro forma analysis; financial statements and such other information and materials as the Village requests, *etc.*
3. The developer shall submit audited financial statements for the last three (3) years. If the audited statements are comparative, only two (2) years are needed. If audited statements are not available, three (3) years of annual financial statements, tax returns and/or summary schedules for other projects completed or started within the three (3) year time frame covered by the financial statements must be submitted. The developer must also submit an interim financial statement for the current year. Upon the request of the developer, the Village may permit these documents to be provided directly to the Village's financial advisor or legal counsel.
4. The developer shall submit a complete listing (name and address) of all investors in the project with 5% or greater ownership interest. The listing shall also identify each individual's ownership interest
5. The developer shall comply with all disclosure requirements of the Village, under applicable law.

Public infrastructure means Village-owned and maintained water mains, hydrants and other necessary works and appurtenances for providing water service; sanitary sewers or other instrumentalities or appurtenances for providing sanitary sewer service; sidewalks, curbs, gutters, streets, off-street parking lots, culverts, bridges, or viaducts; drains, sewers and

appurtenances for providing storm water drainage; traffic signs, signals, lights and lighting; poles, posts, wires, conduits, lamps and other appurtenances providing for street lighting; parks, parkways and recreational paths; recapture agreements for utilities and acquisition of any and all property, easements and rights of way which may be necessary to accommodate such improvements. Such term shall not include improvements serving a specific site, e.g., water and sanitary sewer service lines.



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

MEMORANDUM

Date: September 28, 2018

To: Catherine Adduci, Village President
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: IGA with Cook County for Bicycle Master Plan

Issue: The Village was awarded a grant of \$40,000 for a bicycle master plan from the Cook County Department of Transportation. The County requires the Village to approve an intergovernmental agreement (IGA) in order to receive the funds. Attached please find an IGA from the County to that effect.

At time of approval of the comp plan, it was anticipated that we would be conducting a bicycle master plan as part of that process, but were waiting on word on this possible grant opportunity. It is anticipated that the study will be conducted by Houseal Lavinge and their partner KLOA who has done the recent SWRTS study and other transportation related items.

Recommendation: Consider and approve the attached Resolution and IGA with Cook County for the Bicycle Master Plan.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT WITH COOK COUNTY
REGARDING THE VILLAGE OF RIVER FOREST BICYCLE MASTER PLAN**

WHEREAS, the Village of River Forest ("Village") is an Illinois municipal corporation organized under the Illinois Constitution and the laws of the State of Illinois; and

WHEREAS, the Village desires to facilitate the free flow of traffic and ensure safety to pedestrians, bicyclists and the motoring public by creating a bicycle master plan for the Village ("Bicycle Master Plan"); and

WHEREAS, Cook County desires to assist the Village with the creation and the funding of the Bicycle Master Plan; and

WHEREAS, the Village and Cook County desire to enter into the "Intergovernmental Agreement" ("Agreement") attached hereto as **EXHIBIT A** and made a part hereof, which sets forth the obligations of the Village and Cook County with regard to the creation and funding of the Bicycle Master Plan; and

WHEREAS, the President and Board of Trustees of the Village find that approval of the Agreement best serves the public's health, safety and welfare;

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

SECTION 2: That the President and Village Board of Trustees of the Village hereby find that it is in the best interests of the Village and its residents that the Agreement be entered into by the Village, with the Agreement to be substantially in the form attached hereto as **EXHIBIT A**.

SECTION 3: That the President, Administrator and Clerk of the Village are hereby authorized to execute for and on behalf of the Village, the aforesaid Agreement, and all other documents related thereto necessary to undertake the Village's obligations under the Agreement.

SECTION 4: That this Resolution shall be effective immediately from and after its passage and approval.

ADOPTED this 1st day of October, 2018, pursuant to a roll call vote as follows:

AYES:_____

NAYS:_____

ABSENT:_____

APPROVED this 1st day of October, by the Village President of the Village of River Forest, and attested by the Village Clerk, on the same day.

Catherine Adduci, Village President

ATTEST:

Kathleen Brand-White, Village Clerk

EXHIBIT A
AGREEMENT

INTERGOVERNMENTAL AGREEMENT

THE COUNTY OF COOK

RIVER FOREST BICYCLE MASTER PLAN

THE VILLAGE OF RIVER FOREST

Section: 18-RFBMP-00-ES

This **Intergovernmental Agreement** (the "Agreement") is entered into this _____ day of _____, 2018, by and between the County of Cook, acting by and through its Department of Transportation and Highways (the "Department"), a body corporate and politic of the State of Illinois (the "County"), and the Village of River Forest, a municipal corporation of the State of Illinois (the "Village"). The County and the Village are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties, in order to facilitate the free flow of traffic and ensure safety to pedestrians, bicyclists and the motoring public, wish to create a bicycle master plan for the Village (the "Project" or "Master Plan"); and

WHEREAS, the ultimate goal of the Master Plan is to guide the development of a comprehensive system of off-road and on-road pathways, bike lanes, trails and other facilities that will safely connect users to key destinations throughout the Village, provide connections to all adjacent communities, provide opportunities for recreational activities, and encourage safe alternative modes of transportation; and

WHEREAS, the Project is designated as County section number 18-RFBMP-00-ES; and

WHEREAS, the Parties by this instrument desire to determine and establish their respective responsibilities for completion and funding of the Master Plan; and

WHEREAS, the County by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1 *et seq.*, and the Illinois Highway Code, 605 ILCS 5/1-101 *et seq.*, is authorized to enter into this Agreement; and

WHEREAS, the Village by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, is authorized to enter into this Agreement; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized under Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the Parties hereto agree as follows:

SECTION 1. FINANCES

- 1.1 Cost Estimate. It is agreed by the Parties that the total estimated cost of preparing the Master Plan is \$50,000.00.
- 1.2 Village Cost Participation. The Village agrees to pay all Project-related costs, including, but not limited to, the costs of preparing the Master Plan, subject to reimbursement by the County as hereinafter stipulated.

- 1.3 County Cost Participation. The County agrees to reimburse the Village up to \$40,000.00 toward the costs of preparing the Master Plan, in accordance with the approved Project budget, which is incorporated into this Agreement and attached hereto as Exhibit A.
- 1.4 Ineligible Expenditures. It is understood and agreed to by the Parties that the County will not reimburse the Village for any expenditures that are: (i) contrary to the provisions of this Agreement; (ii) not directly for preparing the Master Plan; (iii) of a regular and continuing nature, including, but not limited to, administrative costs, staff and overhead costs, rent, utilities and maintenance costs; (iv) incurred without the consent of the County after written notice of the suspension or termination of any or all of the County's obligations under this Agreement; or (v) in excess of the amount set forth in section 1.3 of this Agreement.
- 1.5 Advance Payment. The County agrees that upon award of the contract for the Master Plan and receipt of an invoice from the Village, the County will make an advance payment to the Village in the amount of \$14,000.00. This amount represents 35% of the County's total obligation incurred under this Agreement. After these initial funds have been expended by the Village, the Village shall provide the County with the following documents related to the advance payment in order to be eligible to receive additional funding from the County: (i) a cover letter addressed to the Bureau Chief of Project Development, which includes the name of the Project and its associated section number; (ii) a copy of the cancelled check(s) paid to the consultant(s) (or a copy of the associated bank ledger reflecting the payment(s)), or a letter from the consultant(s) confirming payment was received for the service(s) rendered; and (iii) a copy of the associated invoice(s) submitted by the consultant(s) for the service(s) rendered.
- 1.6 Additional Reimbursement. The County will pay the Village the balance of its obligation incurred under this Agreement as additional funds are expended by the Village. The Village may seek reimbursement from the County no more frequently than on a monthly basis. In order to receive reimbursement from the County, the Village must provide the County with the following: (i) a cover letter addressed to the Bureau Chief of Project Development; (ii) an invoice requesting payment, which includes the name of the Project and its associated section number; (iii) a copy of the cancelled check(s) paid to the consultant(s) (or a copy of the associated bank ledger reflecting the payment(s)), or a letter from the consultant(s) confirming payment was received for the service(s) rendered; and (iv) a copy of the associated invoice(s) submitted by the consultant(s) for the service(s) rendered.
- 1.7 Insufficient Documentation. If the documentation submitted by the Village for reimbursement is deemed by the County as not sufficiently documenting the work completed, the County may require further records and supporting documentation to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement.

SECTION 2. COUNTY RESPONSIBILITIES

- 2.1 Contract Review. Prior to execution, the County shall review the contract for the Master Plan for conformance with the executed Agreement. The County shall review the contract in a timely manner.

SECTION 3. VILLAGE RESPONSIBILITIES

- 3.1 Consultant Contract. The Village shall enter into a contract with a qualified consultant to prepare the Master Plan.
- 3.2 Contract Review. Prior to execution, the Village shall provide a copy of the contract to the County for the County's review and approval.
- 3.3 Contract Execution. The Village shall forward a copy of the executed contract to the County no later than fourteen (14) calendar days after execution,
- 3.4 Deliverables. The Village shall provide the County with copies of all deliverables produced by the consultant and submitted to the Village, including, but not limited to, a copy of the final Master Plan.
- 3.5 County Identifier. The Village shall include County section number 18-RFBMP-00-ES on all Project-related correspondence, plans, invoices and documents.
- 3.6 Submittals. All submittals under this section of the Agreement shall be directed to the Bureau Chief of Project Development, Cook County Department of Transportation and Highways, 69 W. Washington Street, 23rd Floor, Chicago, IL 60602.

SECTION 4. GENERAL PROVISIONS

- 4.1 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement of the Parties relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- 4.2 Recitals. The introductory recitals included at the beginning of this Agreement are agreed to and incorporated into this Agreement.
- 4.3 Agreement Termination Date. This Agreement terminates upon completion of the Project and payment by the County of the final invoice submitted by the Village, or August 31, 2020, whichever date is earlier. The Parties may agree to extend the termination date of the Agreement in a letter signed by the Superintendent of the Department and an authorized representative of the Village.
- 4.4 Suspension or Termination of Agreement. The Village agrees that, if the County determines that the Village has not complied with or is not complying with, has failed to perform or is failing to perform, or is in default under any of the provisions of the Agreement, whether due to failure or inability to perform or any other cause whatsoever, the County, after written notification to the Village of said non-compliance or default and failure by the Village to correct said violations within thirty (30) calendar days, may: (i) suspend or terminate this Agreement in whole or in part by written notice, and/or: (ii) demand refund of any funds disbursed to the Village; (iii) deduct any refunds or repayments from any funds obligated to, but not expended by the Village, whether from this or any other project; (iv) temporarily withhold cash payments pending correction of deficiencies by the Village or more severe enforcement action by the County; (v) disallow all or part of the cost of the activity or action not in compliance; (vi) take other remedies legally available; or (vii) take appropriate legal action.

- 4.5 Conflicts of Interest. The Village understands and agrees that no director, officer, agent or employee of the Village may have an interest, whether directly or indirectly, in any contract or the performance of any work pertaining to this Agreement; represent, either as agent or otherwise, any person, trust or corporation, with respect to any application or bid for any contract or work pertaining to this Agreement; and take, accept or solicit, either directly or indirectly, any money or thing of value as a gift or bribe or means of influencing his or her vote or actions. Any contract made and procured in violation of this provision is void and no funds under this Agreement may be used to pay any cost under such a contract.
- 4.6 Compliance with Laws, Rules and Regulations. The Parties shall at all times observe and comply with all laws, ordinances, rules or regulations of the Federal, State, County and local governments, as amended from time to time, which may in any manner affect the performance of this Agreement.
- 4.7 Disputes. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. In the event the Parties cannot mutually agree on the resolution of the dispute, claim, question, or disagreement, the decision of the Superintendent of the Department shall be final.
- 4.8 Default. The failure by the County or the Village to seek redress for violation of or to insist upon strict performance of any condition or covenant of this Agreement shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this Agreement shall be deemed waived by the County or Village unless such provision is waived in writing.
- 4.9 Governing Law and Venue. It is agreed that the laws of the State of Illinois shall apply to this Agreement and that, in the event of litigation, venue shall lie in Cook County, Illinois.
- 4.10 Modification. This Agreement may only be modified by a written instrument executed by the Superintendent of the Department and an authorized representative of the Village.
- 4.11 Binding Successors. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and approved assigns.
- 4.12 Force Majeure. Neither Party shall be liable for any delay or non-performance of its obligations caused by any contingency beyond its control, including, but not limited to, acts of God, war, civil unrest, labor strikes or walkouts, fires and natural disasters.
- 4.13 Notices. Unless otherwise specified, all written reports, notices and other communications related to this Agreement shall be in writing and shall be personally delivered or mailed via first class, certified or registered U.S. Mail to the following persons at the following addresses:

TO THE COUNTY:

Mr. John Yonan, P.E.
Superintendent
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602

TO THE VILLAGE:

Mr. Eric Palm
Village Administrator - Administration
Village of River Forest
400 Park Avenue
River Forest, IL 60305

- 4.14 Severability. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- 4.15 Designation of Representatives. Not later than ten (10) calendar days after execution of this Agreement each of the Parties shall designate in writing a full-time representative for the carrying out of the Agreement. Each of the representatives shall have authority, on behalf of the Parties, to make decisions relating to the work covered by this Agreement. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other.
- 4.16 Conflict with Exhibits. In the event there is a conflict between the terms contained in this document and any attached exhibits, the terms included in this document shall control.
- 4.17 Authority to Execute. The Parties hereto have read and reviewed the terms of this Agreement and by their signature as affixed below represent that the signing party has the authority to execute this Agreement and that the Parties intend to be bound by the terms and conditions contained herein.
- 4.18 Inactivity. This Agreement and the covenants contained herein shall become null and void in the event that the contract for the Master Plan is not awarded within one (1) year subsequent to the date of execution of this Agreement by the Parties.
- 4.19 Timely Review and Approval. Wherever in this Agreement approval or review by either the County or the Village is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 4.20 Records Maintenance. The Village shall maintain during the term of this Agreement and for a period of three (3) years thereafter complete and adequate financial records, accounts and other records to support all Project expenditures. These records and accounts shall include, but not be limited to, records providing a full description of each activity being assisted with County funds; a general ledger that supports the costs being charged to the County; records documenting procurement of goods and services; contracts for goods and services; invoices; billing statements; cancelled checks; bank statements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules, if applicable.
- 4.21 Review and Audits. The Village will give the County access to all books, accounts, records, reports, files, and other papers pertaining to the administration, receipt and use of County funds to necessitate any reviews or audits.

- 4.22 Liability. No official, officer, employee, attorney, agent or assign of either Party, shall be liable for any negligent or wrongful act chargeable to the other unless such liability is imposed by a court of competent jurisdiction. The County assumes no liability for the actions of the Village and its officials, officers, employees, attorneys or agents under this Agreement. The Village assumes no liability for the actions of the County and its officials, officers, employees, attorneys or agents under this Agreement. Each Party agrees to be solely responsible for liability, suits, losses, judgments, damages, or other demands imposed upon it as a result of its own actions or omissions in the performance of its obligations specified in this Agreement. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against third parties. In the event of a claim for any wrongful or negligent act, each Party shall bear the cost of its own defense.
- 4.23 Section Headings. The descriptive headings used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- 4.24 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated.

EXECUTED BY THE VILLAGE OF RIVER FOREST:

Catherine Adduci
Village President

This ____ day of _____ A.D. 2018.

ATTEST: _____ (SEAL)
Village Clerk

EXECUTED BY COUNTY OF COOK:

Toni Preckwinkle
President
Cook County Board of Commissioners

This ____ day of _____ A.D. 2018.

ATTEST: _____ (SEAL)
County Clerk

RECOMMENDED BY:

John Yonan, P.E.
Superintendent
County of Cook
Department of Transportation and Highways

APPROVED AS TO FORM:
Kimberly M. Foxx, State's Attorney

By: _____
Assistant State's Attorney

EXHIBIT A

Funding Breakdown

ITEM	TOTAL ESTIMATED COST	VILLAGE SHARE	COUNTY SHARE*
River Forest Bicycle Master Plan	\$50,000	Balance in excess of \$40,000	Up to \$40,000

***Maximum County participation not to exceed Forty Thousand and 00/100 Dollars (\$40,000.00).**