



VILLAGE OF RIVER FOREST REGULAR VILLAGE BOARD MEETING

Monday, March 13, 2017 – 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 and Announcements
5. Consent Agenda
 - a. Regular Village Board Meeting Minutes – February 27, 2017
 - b. Executive Session Meeting Minutes – February 27, 2017
 - c. Designation of Jonathan Pape as Alternate Representative for IRMA
 - d. Approval of Village Attorney Invoice for January 2017 - \$16,282.94
 - e. Waive Formal Bid Procedures and Award Purchase for Microsoft Software Licensing to CDW-G for \$27,477.48
 - f. Award Bid and Award Contract for the 2017 Tree & Stump Removal Program to Homer Tree Care, Inc. for \$35,304
 - g. Award Bid and Award Contract for 2017 Tree Trimming Program to Davis Tree Care & Landscaping, Inc. for \$34,722
 - h. Amend Title 9 of the Village Code – ADA Parking Space Request at 11 Ashland Avenue – Ordinance
 - i. Authorize the Execution of a Grant of Storm Water Easement for St. Vincent Ferrer Church (1530 Jackson Avenue)
 - j. Monthly Department Reports
 - k. Monthly Performance Measurement Report
 - l. Village Administrator's Report
6. Board, Committee and Commission Reports
7. Unfinished Business
 - a. Amend Title 3 of the Village Code Regarding Conflicts with Certain Home Rule County Ordinances (Cook County Minimum Wage and Paid Sick Leave Ordinances) – Ordinance
 - b. Waive Formal Bidding Procedures and Authorize Agreement for Consulting Services with Ehlers and Associates for the Redevelopment of Lake Street and Park Avenue Project
 - c. Authorize participation in the WSCDC Joint Emergency Telephone Systems Board and authorize dissolution of the River Forest Emergency Telephone Systems Board – Ordinance
8. New Business
9. Executive Session
10. Adjournment

**VILLAGE OF RIVER FOREST
REGULAR MEETING OF THE BOARD OF TRUSTEES MINUTES
February 27, 2017**

A regular meeting of the Village of River Forest Board of Trustees was held on Monday, February 27, 2017 at 7:00 p.m. in the Community Room of Village Hall, 400 Park Avenue, River Forest, IL.

1. CALL TO ORDER/ROLL CALL

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

Present: President Adduci, Trustees Conti, Corsini, Cargie, Dwyer, and Gibbs
Absent: Trustee Colwell-Steinke
Also Present: Village Clerk Sharon Halperin, Assistant Village Administrator Lisa Scheiner, Police Chief Greg Weiss, Fire Chief Jim Eggert, Finance Director Joan Rock, Assistant Finance Director Cheryl Scott, Public Works Director John Anderson, Village Attorney Greg Smith

2. PLEDGE OF ALLEGIANCE

President Adduci led the pledge of allegiance.

3. CITIZENS COMMENTS

4. ELECTED OFFICIALS COMMENTS AND ANNOUNCEMENTS

Trustee Dwyer stated that his wife wanted to pass along her thanks to Chief Weiss for his donation of a ride to school from the police to the PTO fundraiser.

Trustee Corsini stated that she, Clerk Halperin, and Assistant Village Administrator Scheiner attended the annual West Central Municipal Conference (WCMC) Legislative Breakfast on Saturday, February 18. She said the legislative agenda contains some excellent initiatives and she hopes that work with this lobbying group will bring about significant legislative changes.

President Adduci thanked the attendees of the WCMC breakfast for representing the Village of River Forest.

5. CONSENT AGENDA

- a. Regular Village Board Meeting Minutes – February 13, 2017
- b. Award Bid and Contract for William Street Alley to Schroeder Asphalt Services for \$122,179.85
- c. Declaration of Surplus Property – Recovered Stolen Bicycles – Ordinance
- d. Declaration of Surplus Property – Public Works Chipper Truck – Ordinance
- e. Intergovernmental Agreement with the City of Berwyn of Reserve Fire Engine
- f. Monthly Financial Report – January 2017
- g. January 2017 Accounts Payable - \$1,503,534.22
- h. Village Administrator's Report

Trustee Corsini made a motion, seconded by Trustee Dwyer, to approve the Consent Agenda.

Trustee Corsini asked where the new engine would be housed and Fire Chief Eggert confirmed that it would be at the River Forest Village Hall.

In response to a question from Trustee Conti, Police Chief Weiss stated that the Village has donated bikes in the past and plans to do so in the future.

Roll call:

Ayes: Trustees Gibbs, Corsini, Dwyer, Conti, and Cargie

Absent: Trustee Colwell-Steinke

Nays: None

Motion Passes.

6. RECOMMENDATIONS OF BOARDS, COMMISSIONS AND COMMITTEES

- a. Traffic and Safety – Amend Title 9 of the Village Code – Resident Only Parking on 1000 block of Jackson Avenue – Ordinance

Trustee Gibbs made a motion to reject the recommendation of the Traffic and Safety Commission to approve an Ordinance amending Title 9 of the Village Code establishing Resident Parking Only on the 1000 block of Jackson Avenue between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding holidays. The motion was not seconded.

Trustee Cargie made a motion, seconded by Trustee Conti, to accept the recommendation of the Traffic and Safety Commission to approve an Ordinance amending Title 9 of the Village Code establishing Resident Parking Only on the 1000 block of Jackson Avenue between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding holidays.

Trustee Gibbs discussed his concerns regarding the impact of restricting parking to only residents and provided examples of other solutions utilized elsewhere. He discussed the inconsistency of parking restrictions in the area. He suggested that the restrictions be modified to two or three hour parking to prevent students with River Forest vehicle stickers from parking in these areas.

In response to a question from Trustee Gibbs, Village Administrator Palm noted that staff reached out to Concordia who sent a campus-wide email regarding this issue.

Trustee Corsini suggested there was a special event on the days when the numbers were high. Ross Fasano of 1009 Jackson stated there are eight to fourteen cars parked on the 1000 block of Jackson daily. Trustee Gibbs concurred that there were many cars parked on that block and reiterated his suggestion that parking be restricted to two to three hours. President Adduci said that hourly parking restrictions are more difficult to enforce. Trustee Gibbs indicated hourly parking is adjacent to the area and would not require much more effort. There was a brief discussion about what parking restriction options are available.

Nancy Fasano, 1009 Jackson, stated the Village Engineer provided them with various options which were then presented to the neighbors. She said she does not believe a two hour parking restriction would alleviate the parking problem in her neighborhood. She said she believes administrative personnel, and not students, are parking on her block. In response to a question from Trustee Corsini, Ms. Fasano stated she does not believe Concordia's memo changed parking behavior.

Trustee Corsini suggested that whatever restrictions are put in place that they contain an exception for holidays.

In response to a statement from Trustee Gibbs, Police Chief Weiss described the parking enforcement activities on Thomas.

Trustee Corsini suggested that the Board request the Traffic and Safety Commission consider restricting parking on Thomas to one side only and noted that street is very narrow. Trustee Gibbs stated emergency vehicles could have difficulties maneuvering if Concordia students and staff begin to park on Thomas. Trustee Corsini suggested looking at where the parking congestion will move to after these restrictions are in place. Trustee Dwyer proposed that the Board add the same restrictions on the 1100 block of Jackson. Trustee Cargie recommended that the Board reach out to residents first before any restrictions are imposed on that street.

Trustee Dwyer requested clarification on whether the parking restrictions cover both sides of the street. Trustee Corsini affirmed the restriction covers both sides of the street.

Roll call:

Ayes: Trustees Dwyer, Gibbs, Corsini, Cargie, and Conti
Absent: Trustee Colwell-Steinke
Nays: None

Motion Passes.

Trustee Corsini recommended that the Traffic and Safety Committee review the 7500 Block of Thomas. President Adduci concurred.

In response to a question from Trustee Gibbs and Trustee Cargie, Police Chief Weiss stated that he is in the process of notifying patrol officers to increase enforcement efforts in the area.

In response to a question from Trustee Corsini, Village Administrator Palm stated that the Village will send notification to the residents on the block.

Trustee Gibbs stated that the law of unintended consequences says that the 900 block and 1100 blocks of Jackson Avenue are likely to be affected by the new restrictions and suggested that staff monitor the situation. President Adduci affirmed that the area will be monitored and predicted that residents will complain if this restriction causes problems elsewhere.

b. Finance – Administration Committee –Waive Formal Bidding and Award Contract to BKD, LLP for Professional Auditing Services in the amount of \$32,750

Trustee Dwyer made a motion, seconded by Trustee Corsini, to accept the recommendation from the Finance Committee and approve an Agreement with BKD, LLP for professional auditing services for the fiscal year ending April 30, 2017 with the option of auditing the four subsequent fiscal years.

Trustee Corsini reported that the Finance Committee met this evening and recommended awarding the contract to BKD.

Finance Director Rock stated she recommended BKD and felt it was the lowest qualified bidder. She noted that when BKD took over Wolf and Company in 2014, the auditors added a new internal controls questionnaire and used different audit controls and procedures. She said that she believes this provides a fresh look. She noted that in the past there have been concerns about using the same auditors and to address that she requested that they change the partner and the staff on the engagement. She stated BKD is a very qualified firm and provides a lot of added services.

President Adduci stated that she has always questioned whether, as fiduciaries of the Village, the Village should have a rotation policy in either rotation of the organization, rotation of the partner, or both. She said there are more pros than cons in regard to rotation and most boards create a policy. Trustee Corsini stated this was discussed at the meeting and there is a policy to go out for bid every five years. She said upgrading the policy to include rotation of engagement partners was discussed and will be considered at the next meeting. She noted the Committee was comfortable about going forward with BKD. Trustee Dwyer stated in the rotation of firms there are more detrimental effects in the loss of the institutional knowledge. He noted there are no issues they are aware of that would prevent BKD from providing a clean opinion. He suggested reading the article from the Illinois CPA Society (ILCPA) which indicates there is no statistical evidence to support the concept of rotation. In response to a question from Trustee Cargie, Scott Termine, partner at BKD, stated there is a sort of Chinese wall between the previous engagement partner and the new partner. Trustee Cargie stated he feels the loss of the institutional knowledge is not worth the benefit of fresh eyes from a government standpoint.

In response to a question from Trustee Conti, Finance Director Rock stated Wolf started in 2008 and prior to that the Village utilized Miller Cooper. Finance Director Rock noted that BKD is a much larger company than Wolf and Company was.

Trustee Conti noted that the Village has the option to renew and is not obligated to continue with BKD after four years. Trustee Corsini stated these are annual engagements and the reason to go request proposals every five years is for pricing. Finance Director Rock noted that it is normal to have an extended engagement because there are higher costs in the first year. In response to a question from Trustee Cargie, Finance Director Rock stated staff does an annual engagement letter and does not normally go back to the Board every year.

Trustee Corsini stated that of the firms that bid, the lowest bidder did not have as much municipal experience and the Village could not expect the same level of service. She pointed out that the Village has received the Illinois Government Finance Officers Association (IGFOA) award several times. Finance Director Rock noted that BKD has a higher level of knowledge than other firms.

President Adduci discussed Round Lake's rotation policy. Finance Director Rock stated that many Villages have been with the same auditing firm for years and she will search for more rotation policies prior to the next Finance Committee meeting.

Mr. Termine briefly discussed the Government Accounting Standards Board (GASB) changes and said he hopes to continue to bring new changes to the attention of Village staff. He stated he encourages clients to contact him when situations arise in order to address them as they are occurring rather than waiting until audit time. He said he would be happy to provide articles in regard to rotation policies.

Roll call:

Ayes: Trustees Dwyer, Gibbs, Corsini, Cargie, and Conti
Absent: Trustee Colwell-Steinke
Nays: None

Motion Passes.

7. UNFINISHED BUSINESS

8. NEW BUSINESS

- a. Resolution Authorizing the Execution of a Storm Water Facilities Access, Inspection and Repair License Agreement between the Village of River Forest and Concordia University Chicago

Trustee Gibbs made a motion, seconded by Trustee Dwyer, to approve a Resolution authorizing the execution of a storm water facilities access, inspection and repair license agreement between the Village of River Forest and Concordia University of Chicago.

Village Administrator Palm discussed this history of such agreements. He noted that the involvement of developers of other projects stops once the project has been completed but this is not the case with Concordia. He stated that this agreement will not only allow access to the storm water facilities in connection with the new dormitory but to all storm water facilities on the campus. He indicated this agreement will be a template for any new institutional projects in the Village.

In response to a question from Trustee Corsini, Village Attorney Smith stated that the term of the agreement is for five years and would be automatically renewed without the need for Village Board approval. Village Administrator Palm stated the Village hopes that there will not be a need to use the agreement and noted that it would be used in emergency situations. He explained that Village Engineer Jeff Loster and Public Works Director John Anderson have been working to implement best practices such as this agreement.

In response to a question from Trustee Conti, Village Administrator Palm stated that they could approach the other educational institutions in River Forest and ask for a similar agreement without a pending Planned Development application. He noted that there are several institutions in the Village (schools, churches, etc.) and some of them may not have storm water facilities. He said the planned development process provides a natural point to have that conversation but as time allows, staff can begin to talk with other institutions.

In response to a question from Trustee Corsini, Village Administrator Palm stated the Village would respond to an emergency and would invoice the institution for costs. Village Attorney Smith added that the institution would have sixty days from invoice to reimburse the Village if the Village incurs costs in respect to a failure of the institution to maintain storm water facilities. In response to a question from Trustee Corsini, Village Administrator Palm stated the Village could also discover an issue with the storm water facilities and the institution could hire their own contractor to address it. In response to a follow up question from Trustee Conti, Village Attorney Smith stated the agreement is permissive, not mandatory, and it does not transfer the responsibility of maintaining storm water facilities to the Village.

Roll call:

Ayes: Trustees Dwyer, Gibbs, Corsini, Cargie, Colwell-Steinke, and Conti
Absent: Trustee Colwell-Steinke
Nays: None

Motion Passes.

b. Resolution in support of Federal Legislation requiring Universal Background Checks for all gun sales

Trustee Cargie made a motion, seconded by Trustee Conti, to adopt a Resolution in support of Federal Legislation requiring Universal Background Checks for all gun sales.

President Adduci discussed the history of this resolution and noted the Board has no legislative powers in this regard.

Trustee Cargie said he asked that this be put on the Agenda because 86% of River Forest residents voted in favor of the advisory referendum for background checks.

Trustee Dwyer questioned the reasoning of passing a resolution that will have no effect. President Adduci noted the Board approves many resolutions that make a statement. Trustee Cargie stated that the advocates for gun background checks would like to use these resolutions to show legislators that there is widespread support for background checks.

In response to a question from Trustee Conti, Trustee Cargie stated that there needs to be federal legislation for universal background checks and noted that most guns in Illinois come in from Indiana.

Trustee Conti said she thinks this is unusual for the Board to do, but she feels the resolution makes sense.

Roll call:

Ayes: Trustees Dwyer, Gibbs, Corsini, Cargie, and Conti
Absent: Trustee Colwell-Steinke
Nays: None

Motion Passes.

9. EXECUTIVE SESSION

At 7:57 p.m. Trustee Cargie made a motion seconded by Trustee Gibbs, to recess to Executive Session for the purposes of discussing the acquisition of real property, and probable and imminent litigation.

Roll call:

Ayes: Trustees Conti, Dwyer, Gibbs, Corsini, and Cargie
Absent: Trustee Colwell-Steinke
Nays: None

Motion Passes.

10. ADJOURNMENT

Trustee Cargie made a motion seconded by Trustee Gibbs, to adjourn the regular Village Board of Trustees Meeting at 8:31 p.m.

Roll call:

Ayes: Trustees Conti, Dwyer, Gibbs, Corsini, and Cargie
Absent: Trustee Colwell-Steinke
Nays: None

Motion Passes.

Sharon Halperin, Village Clerk



Village of River Forest

Village Administrator's Office

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

MEMORANDUM

Date: March 6, 2017

To: Catherine Adduci, Village President
Village Board of Trustees

From: Jonathan Pape, Management Analyst

Subj: Change in IRMA Delegate/Alternate

Issue

With the appointment of Jonathan Pape as Management Analyst, it is appropriate to officially name him as the Village's IRMA (Intergovernmental Risk Management Agency) alternate representative. Village Administrator Eric Palm currently serves as the Village's alternate. Assistant Village Administrator Lisa Scheiner is the Village's primary IRMA Delegate and will continue to reside in this position. Such appointments are routine and require an official resolution adopted by the corporate authorities.

Recommendation

Attached, please find a Resolution appointing Lisa Scheiner as the Village's IRMA Delegate and Jonathan Pape as the alternate representative.

Attachment

Resolution

RESOLUTION NO. _____

**A RESOLUTION APPOINTING A DELEGATE AND ALTERNATE DELEGATE
TO THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY (IRMA)**

WHEREAS, the Village of River Forest adopted the Contract and By-Laws of the Intergovernmental Risk Management Agency by Ordinance and thereby became a member of said cooperative; and

WHEREAS, said contract provides that member units of local government shall by majority vote of its corporate authorities select one (1) person to represent that body on the Board of Directors of said Intergovernmental Agency;

NOW, THEREFORE, BE IT RESOLVED by the CORPORATE AUTHORITIES, of the Village of River Forest, Cook County, Illinois, as follows:

Section 1. Lisa Scheiner, Assistant Village Administrator, of the Village of River Forest is hereby appointed to represent the Village of River Forest on the Board of Directors of said Intergovernmental Risk Management Agency commencing March 14, 2017.

Section 2. Jonathan Pape, Management Analyst, of the Village of River Forest, is hereby selected as the alternate representative to serve if Lisa Scheiner is unable to carry out the aforesaid duties as the representative of the Village of River Forest to said Intergovernmental Agency.

Section 3. That this Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED by the Board of Trustees of the Village of River Forest, Illinois, this 13th day of March, 2017.

Ayes:

Nays:

Absent:

APPROVED by me this 13th day of March, 2017.

Catherine Adduci, Village President

ATTEST:

Sharon Halperin, Village Clerk

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606

2/22/2017

Attn: Eric Palm, Village Administrator
Village of River Forest
400 Park Avenue
River Forest, Illinois 60305-1798

TO: KLEIN, THORPE AND JENKINS, LTD. for legal services rendered
and expenses advanced, per the attached computer print-outs,
through 1/31/2017

MATTER ID	MATTER	STATEMENT NUMBER	STATEMENT AMOUNT	
1248-001	General	187568	126.80	01-30-00-53-0425
1248-031	TIF Issues (2008)	187569	1,740.00	16-00-00-53-0420
1248-037	Local Prosecution	187570	1,000.00	01-30-00-53-0426
1248-038	Administrative Review	187571	60.00	01-30-00-53-0425
1248-040	Finance/Administration Advisory	187572	7,456.59	"
1248-058	117 Ashland No Cash Bid and Vacation	187573	70.00	"
1248-059	Administrative Review of Local Judgments	187574	600.00	"
1248-071	Development Review Board/Promenade Townhomes	187575	281.48	Bill To
1248-076	M. Law Firefighters' Pension Litigation	187576	3,268.07	01-30-00-53-0425
1248-079	M. Thornley Police Officer Pension Matter	187577	100.00	"
1248-080	C. Pate Police Officer Pension Matter	187578	260.00	"
1248-081	M. Grill Police Officer Pension Matter	187579	800.00	"
1248-083	Fresh Thyme Repair / Demolition Litigation	187580	520.00	"

Total Due This Statement: \$ 16,282.94

Current A/R: \$ 16,282.94

All Other A/R less than 30 Days: \$ 0.00

Total A/R Over 30 Days: \$ 0.00

Total A/R Over 60 Days: \$ 0.00

Total A/R Over 90 Days: \$ 0.00

Total A/R Balance: \$ 16,282.94



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

MEMORANDUM

Date: March 8, 2017

To: Catherine Adduci, Village President and
Village Board of Trustees

From: Lisa Scheiner, Assistant Village Administrator

Subj: Microsoft Software Licenses

Issue

The FY 2017 Budget and Capital Improvement Plan includes \$39,000 in the Capital Improvement Fund to purchase and implement software licenses from Microsoft (\$36,250 for licenses and \$2,750 for consulting hours to assist in the procurement, registration, etc. of the licenses)

Analysis

In prior years, the Village's former IT support service provider utilized their software licensing agreement with Microsoft to purchase additional licenses for the Village of River Forest. The Village no longer utilizes that service provider and is therefore required to purchase and register software licenses as a unique entity. The Village worked with its current IT consultant, Client First, to identify the licenses needed and obtain competitive pricing. This update will bring all Village services current and compliant with all licensing requirements. The following quotes were received and are attached for your review:

Vendor	Cost
CDWG	\$27,477.48
Continental Resources	\$31,578.50
SHI	\$38,316.20

Sufficient funds exist to purchase the required license. In addition, to date the Village has only spent \$172.50 of the funds available for consulting on this project. It is expected that the total cost of this project will not exceed the budgeted amount.

Recommended Action

Village Staff and Client First recommend that the Village Board waive formal bidding and authorize staff to purchase the needed licenses from CDWG in the amount of \$27,477.48.

QUOTE CONFIRMATION



DEAR SEAN GALLAGHER,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HSBH985	2/15/2017	LICENSE ONLY	0334143	\$27,477.48

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Windows Server 2016 - license Mfg. Part#: R18-05173 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: Illinois Microsoft M+D products (CMS6945110)	90	4320622	\$23.64	\$2,127.60
Microsoft Office Standard 2016 - license Mfg. Part#: 021-10559 UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: Illinois Microsoft M+D products (CMS6945110)	80	3845732	\$230.91	\$18,472.80
Microsoft Visio Standard 2016 - license Mfg. Part#: D86-05738 UNSPSC: 43231507 Electronic distribution - NO MEDIA Contract: Illinois Microsoft M+D products (CMS6945110)	10	3845727	\$154.47	\$1,544.70
Microsoft Exchange Server 2016 Standard - license Mfg. Part#: 312-04372 UNSPSC: 43232915 Electronic distribution - NO MEDIA Contract: Illinois Microsoft M+D products (CMS6945110)	1	3845739	\$438.18	\$438.18
Microsoft Exchange Server 2016 Standard CAL - license Mfg. Part#: 381-04439 UNSPSC: 43232915 Electronic distribution - NO MEDIA Contract: Illinois Microsoft M+D products (CMS6945110)	90	3845741	\$54.38	\$4,894.20

PURCHASER BILLING INFO	SUBTOTAL	\$27,477.48
Billing Address: THE VILLAGE OF RIVER FOREST ACCTS PAYABLE 400 PARK AVE RIVER FOREST, IL 60305-1798 Phone: (708) 366-8500 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	GRAND TOTAL	\$27,477.48
	Please remit payments to:	
DELIVER TO		

Shipping Address:
THE VILLAGE OF RIVER FOREST
SEAN GALLAGHER
400 PARK AVE
RIVER FOREST, IL 60305-1798
Phone: (708) 366-8500
Shipping Method: ELECTRONIC DISTRIBUTION

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION



Stephen Rooney

(877) 863-3197

steproo@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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175 Middlesex Turnpike, Bedford, MA 01730-9137

Ph: 773-304-3229

02/16/17

Fax: 773-714-1426

QUOTATIONAll Pages of this Sales Quotation are subjected to Continental Resources, Inc.'s general terms and conditions outlined in our website under Terms and Conditions at <http://www.conres.com>.

Customer Village of River Forest

Quote Number 02.16.17-1c Microsoft Volume Licensing

Validity Period

30 Days

Terms (Pending Credit Approval)

NET 30

Customer Information**Village of River Forest**400 Park Avenue
River Forest, IL 60305
(708) 366-8500

Continental Resources, Inc.

Microsoft Volume Licensing**Sales Contact****Jim McKeve**

Continental Resources, Inc.

Office: 773-304-3229

Cell: 847-208-5429

Efax: 781-687-6461

jmckeve@conres.com

Item #	QTY	Product	Product Description	Unit Price	Ext Price
10	90	R18-05167	OLP GOVT WIN SVR CAL 2016 NL USR CAL	\$27.50	\$2,475.00
20	80	021-10556	OLP GOVT OFFICE STD 2016 NL	\$265.00	\$21,200.00
30	10	D86-05735	OLP GOVT VISIO STD 2016 NL	\$177.50	\$1,775.00
40	1	312-04369	OLP GOVT EXCHANGE SVR STD 2016 NL	\$503.50	\$503.50
50	90	381-04453	OLP GOVT EXCHANGE STD CAL 2016 NL USR CAL	\$62.50	\$5,625.00

Total:**\$31,578.50**

TERMS: Net 30 and subject to credit review.

Above Sales Quotation is subjected to Continental Resources, Inc. (herein after referred to as ConRes) general terms and conditions outlined at www.conres.com. Pricing subject to change. Delivery is conveyed F.O.B. shipping point. For Sale of Equipment, Title passes to Customer when payment is made in full and is received by ConRes. Title on all rental or leased equipment remains with ConRes. and or Continental Leasing Co. Inc. Risk of loss is FOB shipping point. Payment of Freight Insurance modifies Risk of Loss to FOB destination. Taxes, freight, and insurance may not be included in above quote. Return rights are restricted to vendor or manufacturer's policy in existence at time of return request. Third party leases must be identified before shipment and Lessor must be judged credit worthy by ConRes. All payments are in United States Dollars. License and Maintenance Agreements: If customer agrees to purchase any items that carry a license or maintenance agreement and if invoice(s) for these product(s) is (are) not paid within approved credit terms, ConRes reserves the right to and customer grants permission to revoke the agreement(s). International Terms and Conditions: All payment terms are in United States Dollars. All international credit granted is governed by The United Nations Convention on Contracts for International Sale or Rental of Goods (CISG) and all letters of credit are governed by the Uniform Customs and Practice for Documentary Credits (1993 Revision International Chamber of Commerce Publication No. 500). All international shipments require a completed End User Statement. For our unabridged terms and conditions please visit <http://www.itsolutions.conres.com/terms>.

ConRes Doc Date 4-28-14 Rev 3.4



Pricing Proposal
Quotation #: 12989346
Created On: 2/15/2017
Valid Until: 2/28/2017

Village of River Forest

Sean Gallagher

400 Park Avenue
River Forest, IL 60305
United States
Phone: 708-942-5621
Fax:
Email: sgallagher@clientfirstcg.com

Inside Account Executive

Charlie McClelland

290 Davidson Ave,
Somerset, NJ 08873
Phone: 800-477-6479
Fax:
Email: Charlie_McClelland@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 "OLP WIN SVR CAL 2016 SNGL NL USR CALProduct stocked by manufacturer. Delivery times vary." Microsoft - Part#: R18-05123	90	\$32.85	\$2,956.50
2 "OLP SNGL OFFICE STD 2016 NL Product stocked by manufacturer. Delivery times vary." Microsoft - Part#: 021-10554	80	\$321.93	\$25,754.40
3 "OLP SNGL VISIO STD 2016 NL Product stocked by manufacturer. Delivery times vary." Microsoft - Part#: D86-05710	10	\$215.68	\$2,156.80
4 "OLP SNGL EXCHANGE SVR STD 2016 NLProduct stocked by manufacturer. Delivery times vary." Microsoft - Part#: 312-04349	1	\$612.10	\$612.10
5 "OLP SNGL EXCHANGE STD CAL 2016 NL USR CALProduct stocked by manufacturer. Delivery times vary." Microsoft - Part#: 381-04398	90	\$75.96	\$6,836.40
Total			\$38,316.20

Additional Comments

Please note that all returns are subject to manufacturer/distributor approval and must be within 30 days of invoice date & factory sealed, unless defective.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.



MEMORANDUM

DATE: March 13, 2017

TO: Eric J. Palm, Village Administrator

FROM: John Anderson, Director of Public Works

SUBJECT: Award of Contract - 2017 Tree and Stump Removal Program

Issue: Staff is seeking the award of a contract for the 2017 Tree and Stump Removal Program.

Analysis: The removal of approximately 80 parkway trees which will be identified for removal due to disease or the declining health of the tree will be necessary in 2017. This is a continuation of the contractual removal program. It was determined that the contractual removal program is a cost effective method of making sure the needed removals are performed on a continuing basis to supplement tree removals performed by Public Works staff. This program also allows Village forestry crews to continue with their portion of tree pruning throughout the Village.

Staff received and opened five competitive bids on March 8, 2017. As the attached bid tabulation indicates, Homer Tree Care, Inc. was the lowest bidder with a bid amount of \$35,304. The amount budgeted for contractual tree removals was \$44,000. The Village has previously worked with Homer Tree Care, Inc. They were the tree removal contractor in 2014 and performed well. They have also had numerous municipal tree removal and pruning contracts throughout the local area in recent years. Homer Tree Care, Inc. has experience working on large tree removal contracts. Accordingly, we recommend the award of the 2017 Tree and Stump Removal Contract to Homer Tree Care, Inc.

Recommendation: If the Village Board concurs with Staff's recommendation, the following motion would be appropriate: Motion to award the 2017 Tree and Stump Removal Program to Homer Tree Care, Inc. in the amount of \$35,304 and authorize the Village Administrator to execute the contract agreement.

River Forest 2017-18 Tree and Stump Removal Bid Tabulation

Bid Criteria	DBH Range	Trees Per Range	DBH Range	Total inches per DBH Range	Total # of Stumps
	Up to 25"	54	Up to 25"	972	80
	Over 25"	26	Over 25"	780	
	# of Trees:	80			

Company	Bid per DBH Range		Bid per Stump		Total Cost	Rank
Steve Piper & Sons	Up to 25"	\$15.80				
	Over 25"	\$23.75	Ea.	\$102.25	\$42,062.60	2
Homer Tree Care Inc.	Up to 25"	\$14.50				
	Over 25"	\$19.50	Ea.	\$75.00	\$35,304.00	1
Davis Tree Care & Landscaping	Up to 25"	\$21.00				
	Over 25"	\$26.00	Ea.	\$150.00	\$52,692.00	4
Clean Cut Tree Service	Up to 25"	\$22.00				
	Over 25"	\$30.00	Ea.	\$180.00	\$59,184.00	5
Acres Group	Up to 25"	\$21.00				
	Over 25"	\$25.00	Ea.	\$150.00	\$51,912.00	3
	Up to 25"					
	Over 25"		Ea.		\$0.00	
	Up to 25"					
	Over 25"		Ea.		\$0.00	
	Up to 25"					
	Over 25"		Ea.		\$0.00	
	Up to 25"					
	Over 25"		Ea.		\$0.00	



CALL FOR BIDS

- I. Name of Project: 2017 Tree and Stump Removal Program
- II. Instructions and Specifications:
A. Bid Opening Date/Time: March 8, 2017 at 10:00am
- III. Required of All Bidders:
A. Bid Deposit: 10%

This document comprises 38 pages

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

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



INSTRUCTIONS

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

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

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

Date: Wednesday, March 8, 2017

Time: 10:00 A.M.

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

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

Any bid received after the date and time specified above will be returned to the Bidder unopened. Bid shall be submitted in duplicate and enclosed in a sealed opaque envelope marked "2017" Tree and Stump Removal Program."

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

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

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

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

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

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

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

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

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

II. GENERAL PROVISIONS

1. STANDARD SPECIFICATIONS

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

2. SUPPLEMENTAL SPECIFICATIONS

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

107.01 Laws to be Observed

107.01.01 Sexual Harassment Policy

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

107.01.02 Eligibility for Employment in the United States

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

107.01.03 Civil Rights

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

107.01.04 Foreign Corporation

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

107.01.05 Confidentiality of Information

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

107.26 Indemnification

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

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

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

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

107.27 Insurance

Add the following to Article 107.27 of the SSRBC:

107.27.1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

107.27.2 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, agents, employees, attorneys and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

107.27.3 Other Insurance Provisions

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

107.27.3.1 General Liability and Automobile Liability Coverages

- A. The Village, its officials, agents, employees, attorneys and volunteers are to be covered as insureds as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, attorneys or volunteers.
- B. The Contractor's insurance coverage shall be primary insurance as respects the Village, its officials, employees, agents, attorneys and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees, attorneys or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees, or volunteers.
- D. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made of suit is brought, except with respect to the limits of the insurer's liability.
- E. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.
- F. All general liability coverages shall be provided on an occurrence basis. Claims-made general liability policies are not acceptable.

107.27.3.2 Workers' Compensation and Employers' Liability Coverage

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

107.27.4 Verification of Coverage

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

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

107.27.5 Subcontractors

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

107.27.6 Assumption of Liability

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-Contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any Work performed pursuant to this agreement.

EXHIBIT A

CG 20 10 03 97

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

Copyright, Insurance Services Office, Ins. 1996

EXHIBIT B

CG 20 26 11 85

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

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

Copyright, Insurance Services Office, Ins. 1984

EXHIBIT C

POLICY NUMBER:

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

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

EXHIBIT D

(EXAMPLE)

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

EXHIBIT E

ADDITIONAL INSURED ENDORSEMENT

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

This endorsement modifies coverage provided under the following:

Commercial General Liability Coverage Part

Name of Individuals or Organization:

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

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

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

Original Created – 1/2002
Revised – 1/2005

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

108.06.1 Overtime Work

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

2.2 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

"EQUAL EMPLOYMENT OPPORTUNITY"

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

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

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

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

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

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

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

2.3 COMPLIANCE WITH FREEDOM OF INFORMATION ACT REQUESTS

Section 7(2) of the Illinois Freedom of Information Act ("FOIA") (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has Contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

2.4 RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

2.5 CONTRACTOR'S DEFAULT FORFEITURE OF CONTRACT

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

2.6 ASSIGNMENT OF CONTRACT

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

2.7 SUSPENSION OF WORK

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

2.8 LIMITATION OF OPERATIONS

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

2.9 PERFORMANCE BOND

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

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

2.9.1 Correction of any defect in material of Workmanship furnished for such improvements, latent in character and not discernible at the time of final inspection or acceptance by the Village.

2.10 PAYMENT BOND

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

2.11 PAYMENTS

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

2.12 DIRECTOR OF PUBLIC WORKS'S AUTHORITY

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

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

2.13 NIGHT, SUNDAY, AND HOLIDAY WORK

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

2.14 LOCAL REGULATIONS

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

III. SPECIAL PROVISIONS

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

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

SCOPE OF WORK (Tree Removal)

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

LOCATION

All work will be performed within the Village of River Forest, Illinois, on public right-of-way or on property owned by the Village.

COMMENCEMENT OF WORK

Commencement of this contract will begin immediately after Contractor receives first removal list. Trees will be marked with a white painted "x" on the trunk. **All trees marked for removal shall be removed within 10 calendar days of the receipt of the list.**

Subsequent tree removal lists will be submitted to the Contractor as they are developed. All trees to be removed shall be completed in accordance with the detailed specifications identified in the contract documents.

Total number of trees to be removed is estimated at 80 for this period.

BY WHOM THE WORK IS TO BE DONE

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

PERIODIC INSPECTION

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

METHOD OF MEASURING

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

LOCATION OF TREE REMOVAL WORK

All marked trees in the Village parkway on the streets in the general area shall be removed. All stems shall be removed to a point that leaves a stump no more than **4 inches (4") high**. All tree removal work is to be done in accordance with the enclosed removal specifications.

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

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

CLEANUP

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

SAFETY

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

REMOVAL OF DEBRIS

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

CONTRACTOR'S REPRESENTATIVE

The Contractor shall have at all times a competent foreman or superintendent on the job that shall have full authority to act for the Contractor, and to receive and execute orders from the Forestry Supervisor or appointed representative. Any instructions given to such superintendent or person executing work for the

Contractor shall be binding on the Contractor as though given to him personally. Contractor's representative must be proficient in the use and interpretation of the English language.

WORKERS

The Contractors shall employ competent foremen and laborers and shall replace, at the request of the Superintendent of Operations, any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required.

ARBORIST CERTIFICATION & SIMILAR PROJECT EXPERIENCE

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

ACCIDENT PREVENTION

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

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

DAMAGE TO PRIVATE OR PUBLIC PROPERTY

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

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

REPORTING

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

PUBLIC RELATIONS

The Contractor shall maintain good public relations at all times. The Contractor shall have an English-

speaking representative of the company on the job site at all times.

PARKING

No off-street parking for equipment shall be provided for by the Village of River Forest on any of the Village's public properties.

EQUIPMENT

Under no circumstances shall any motorized equipment be permitted to be driven on the parkways, driveways, or public walks while performing work under the provisions of this contract. Contractor shall own a crane (not leased or rented) for use in removals in order to minimize damage and expedite work within required time frame.

CONTRACT WORK HOURS

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

OBSERVANCES OF LAWS, ORDINANCES AND REGULATIONS

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

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

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

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

TRAFFIC CONTROL PLAN

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

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

The governing factor in the execution and staging of work for this contract is to provide the motoring public with the safest possible travel conditions near the work zone. The Contractor shall arrange his operations to keep the closing of any traffic lane(s) of the roadway to a minimum.

PEDESTRIAN SIDEWALK CONTROL

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

SPECIAL PROVISIONS

LOCATION AND DATE

All tree removal work defined in this bid packet shall take place in the Village of River Forest, Illinois before May 1, 2018.

PAYMENT AND WAIVERS OF LIEN

All invoices shall identify each tree's location, date removed and diameter of the tree, and shall be certified by the Superintendent of Operations or designee. Final payment will be processed within 30 days of submission of final invoice. No partial payments will be processed. The Contractor shall furnish to the Director of Public Works final Waivers of Lien for labor and materials upon completion of the project and before final payment. A ten percent (10%) retainage will be withheld until receipt of final waivers.

SCOPE OF WORK (Stump Removal)

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

LOCATION

All work will be performed within the Village of River Forest, Illinois, on public right-of-way or on property owned by the Village.

COMMENCEMENT OF WORK

Commencement of this contract will begin immediately after Contractor receives the first list. The bidder shall remove and restore all stumps designated within time frame specified for stump removals unless the Superintendent of Operations grants an extension.

Subsequent stump removal lists will be submitted to the Contractor as they are developed.

Total number of stumps to be removed is estimated at 80 for this period.

BY WHOM THE WORK IS TO BE DONE

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

PERIODIC INSPECTION

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

NOTIFICATION BY THE VILLAGE

The Village will provide the Contractor with a list of addresses and the locations of tree stumps. Lists must be completed (sites ground and restored) within 10 calendar days.

J.U.L.I.E.

The Contractor shall adhere to all current J.U.L.I.E. laws and regulations regarding underground excavations. Any damage done to underground utilities or infrastructure, public or private, shall be the responsibility of the Contractor.

STUMP REMOVAL

The Contractor shall remove all tree stumps and buttress roots designated by the Superintendent or representative to a point EIGHT inches (8") below the adjacent ground level. Additionally, the Contractor shall remove all surface and adjacent subsurface roots as may be necessary to eliminate "humps" or mounds in the parkway in the parkway area adjacent to the stump. All parkway areas are to be left flat and meet original grade. The area will then be backfilled with clean, pulverized topsoil to the level of the adjoining grade and seeded.

REMOVAL OF DEBRIS

After grinding (removal) of a tree stump and all associated roots, the Contractor shall remove all stump grindings and associated debris from the site by the end of that work day. No on-site or Village-owned areas will be designated as storage areas. All streets, driveways, and sidewalks shall be swept clean. Care shall also be taken not to damage other trees, shrubs, or lawns during tree stump removal operations. Grinding debris generated by the work described in this contract shall be the responsibility of the Contractor. Payment for removal and disposal of debris is to be included in the unit price. Stumps, grindings, and debris shall be placed away from the curb and gutter, street, sidewalk, and private property immediately to eliminate hazards to vehicular and pedestrian traffic, and to eliminate damage to private property.

BACKFILLING

All areas where stumps have been removed and areas disturbed by the removal operation shall be backfilled to the level of the adjoining grade with pulverized black dirt (topsoil). This shall occur on the same day grindings are removed; otherwise the site shall be properly barricaded overnight to assure the public safety. All holes must be backfilled within twenty-four (24) hours of debris removal. The Contractor shall supply his own topsoil. The topsoil shall be properly leveled and compacted so as to ensure a minimum of settlement of the backfill material. **Grindings (chips) and debris must not be used as backfill material.**

SEEDING

All adjacent disturbed areas and areas where backfill material was installed shall be seeded.

SUCKER GROWTH

In the event that adventitious (sucker) growth should occur, the Contractor shall be responsible for regrounding to eliminate sucker growth during a period of one year after initial grinding. Re-grinds must also be restored to grade and reseeded at no additional charge to the Village. Care shall also be taken not to damage other trees, shrubs, or lawns during stump removal and restoration operations.

DAMAGE TO PRIVATE OR PUBLIC PROPERTY

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

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

CONTRACT WORK HOURS

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

REPORTING

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

PROPOSAL


VILLAGE OF RIVER FOREST, ILLINOIS

2017 TREE REMOVAL PROGRAM

(Complete in Duplicate)

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

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

<u>Size Class</u>	<u>D.B.H.</u>	<u>Price Per Inch (\$)</u>	
1	Up to 25" inch diameter	<u>14.50</u>	
2	Over 25" Inch diameter	<u>19.50</u>	
Price per stump removal (\$)		<u>75</u>	

Estimated number of trees and stumps to remove: 80

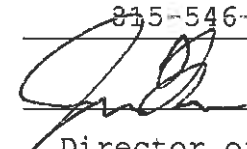
Estimated # of trees per size category: Up to 25" / 54
Over 25" / 26

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

Company Name: Homer Tree Care Inc.

Address: 14000 S. Archer Ave
Lockport, IL 60441

Contact Phone #: 815-546-7486

Authorized Signature:  _____

Title: Director of Operations

(Corporate Seal)

TO THE PRESIDENT AND
BOARD OF TRUSTEES

Date: 3/7/2017

VILLAGE OF RIVER FOREST
400 Park Avenue
River Forest, Illinois 60305

1. The undersigned Homer Tree Care Inc.
(Name of Bidder)
14000 S. Archer Ave Lockport, IL 60441
(Address of Bidder)
by James Reiter, as Manager
(Officer, Attorney, Manager, Secretary)

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

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

any misunderstanding regarding the same.

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

the Village through April 30, 2018.

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

SIGNATURES

(IF AN INDIVIDUAL)

Signature of Bidder

Business Address

Telephone Number

(IF A CO-PARTNERSHIP)

Firm Name

Signed By

Business Address

Telephone Number

(INSERT NAMES & ADDRESSES

OF ALL MEMBERS OF THE FIRM)

(IF A CORPORATION)

Homer Tree Care INC

Corporate Name

Ronald Reposh

Signed By

President

140000 S. Archer Ave Lockport, IL

Business Address

815-838-0320

Telephone Number

Fax Number

(INSERT NAMES OF OFFICERS)

Ronald Reposh

President

Secretary

ATTEST:

James Reiter

Treasurer

Secretary

(SEAL)

N/A

SUBCONTRACTORS LIST

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

1) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

2) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

3) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

4) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

5) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

6) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

7) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

8) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

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

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

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

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

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

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

Executed this 7 day of March 2017 by:

Homer Tree Care Inc.

Firm name

By: James Reiter

Director of Operations

Title

(Seller)

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

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

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

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

(a) Publishing a statement:

- (1) notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or Contractor's Workplace.
- (2) specifying the actions that will be taken against employees for violations of such prohibition.
- (3) notifying the employee that, as a condition of employment on such Contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the Workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the Workplace;
- (2) the grantee's or Contractor's policy of maintaining a drug free Workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the

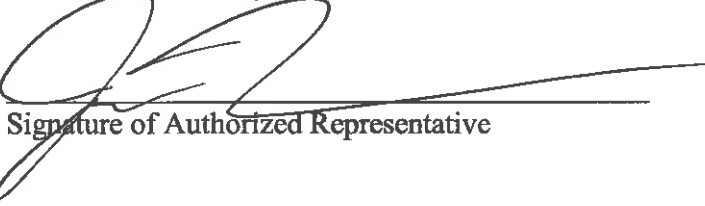
performance of the Contract or grant and to post the statement in a prominent place in the Workplace.

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

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

Homer Tree Care Inc.

Printed Name of Organization



Signature of Authorized Representative

James Reiter

3/7/2017

Printed Name and Title

Date

N/A

Requisition/Contract/Grant ID Number

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

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

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

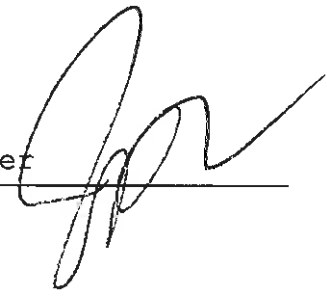
NOW THEREFORE, IT IS HEREBY CERTIFIED THAT the undersigned,

Homer Tree Care Inc


(individual, firm, corporation or other entity)

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

DATE: 3-7-17

By: James Reiter 

ATTEST:


Richard Reposh 

(SEAL)

CONTRACTOR CERTIFICATION
SEXUAL HARASSMENT POLICY

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

(Corporate
Seal)

Signed by: 
Title: Director of Operations
Name & Address James Reiter 14000 S. Archer
of Contractor Lockport, IL
or Vendor _____

Subscribed and sworn to before me

this 8th day of March, 2017

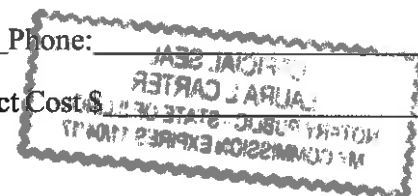
Laura L. Carter
Notary Public



N/A

REFERENCES

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



Equipment/Vehicle List Owned by Homer Tree Care, Inc.

Aerial Bucket Trucks

#316 – 2014 Peterbuilt 337 Terex 60/70' Elevator Lift RM
#317 – 2014 Peterbuilt 337 Terex 60' Lift RM
#318 – 2014 Peterbuilt 337 Terex 60' Lift RM
#189 – 2006 GMC 7500 Terex 65' Lift RM
#188 – 2006 GMC 7500 Terex 65' Lift RM
#190 – 2007 GMC 7500 Terex 60' Lift Forestry
#160 – 2005 GMC 7500 Terex 60' Lift Forestry
#296 – 2005 International 4200 Altec 60' Lift Forestry
#234 – 2005 International 4900 Terex 60' Lift RM
#298 – 2004 Ford F750 Terex 60' Lift Forestry
#297 – 2001 International 4900 Versa Lift 60' Lift Forestry
#248 – 2000 GMC 7500 Terex 60' Lift Forestry
#702 – 1997 GMC 7500 Teco 55' Lift Forestry

Chipper Box Trucks

#319 – 2014 Peterbuilt 337 30 Yard Capacity
#320 – 2014 Peterbuilt 337 30 Yard Capacity
#321 – 2014 Peterbuilt 337 30 Yard Capacity
#276 – 2013 International 4300 30 Yard Capacity
#275 – 2013 International 4300 30 Yard Capacity
#273 – 2013 International 4300 30 Yard Capacity
#244 – 2012 International 4300 30 Yard Capacity
#243 – 2012 International 4300 30 Yard Capacity
#191 – 2007 GMC 7500 25 Yard Capacity
#250 – 2000 GMC 6500 30 Yard Capacity
#299 – 2003 International 4200 25 Yard Capacity
#808 – 2003 Ford F450 HD 4 Yard Capacity
#301 – 2002 International 4300 25 Yard Capacity
#308 – 2002 GMC 6500 30 Yard Capacity
#99 – 1999 GMC 6500 30 Yard Capacity
#100 – 1999 GMC 6500 20 Yard Capacity
#103 – 1999 GMC 6500 25 Yard Capacity
#125 – 1999 GMC 6500 11 Yard Capacity
#703 – 1999 GMC 6500 11 Yard Capacity
#38 – 1998 GMC 3500 10 Yard Capacity
#33 – 1998 GMC 3500 HD 10 Yard Capacity
#32 – 1998 GMC 3500 HD 10 Yard Capacity

Log Loaders

#95 – 2008 Kenworth w/serco 7500 Loader w/trailer
#106 – 2004 International 7500 w/serco 7000 Loader
#229 – 1999 Peterbuilt 378 w/serco 7500 Loader w/trailer
#231 – 1999 Peterbuilt 378 w/serco 7500 Loader w/trailer

Truck Mounted Cranes

#3654 – 2014 Freightliner w/National Crane model 800 D. 100'
#236 – 2009 Sterling L.T. 7500 w/National Crane model 800 D. 100'
2017 Peterbuilt W/ National Crane

Dump Body Trucks

#350 – 2015 Ford F350 4x4 w/
#330 – 2014 Ford F550 4x4 w/11ft. dump body
#41 – 1999 GMC 3500 4x4 w/8ft. dump body
#40 – 1999 GMC Sierra 3500 4x4 w/8ft. dump body
#705 – 1995 Freightliner F.L. 70 w/22 ft. dump body

Skid Steer Support Attachments

#9101 – 2004 Fecon Brush Mower
#9104 – 2004 Fecon Brush Mower

PHC Trucks

#215 – 2004 Ford F250 Pick-up w/PHC Unit
#701 – 2001 Ford F250 Pick-up w/ PHC Unit
#71 – 1993 GMC 3500 HD Flat Bed w/PHC Unit

Support Vehicles

#327 – 2014 Ford Explorer 4x4
#326 – 2014 Ford F-150 Pick-up 4x4
#266 – 2012 Ford F-150 Pick-up 4x4
#268 – 2012 Ford F-150 Pick-up 4x4
#238 – 2011 Chevy 1500 Pick-up
#239 – 2011 Chevy 1500 Pick-up
#240 – 2011 Chevy 1500 Pick-up
#241 – 2011 Chevrolet 1500 Pickup
#177 – 2006 Ford Explorer 4x4

Brush Grinders

#334 – 2014 Drum Bandit 2090
#335 – 2014 Drum Bandit 2090
#336 – 2014 Drum Bandit 2090
#332 – 2014 Drum Bandit 1890
#333 – 2014 Drum Bandit 1890
#302 – 2013 Drum Bandit 1890
#303 – 2013 Drum Bandit 1890
#304 – 2013 Drum Bandit 1890
#251 – 2012 Vermeer 1800 XL
#252 – 2012 Vermeer 1800XL
#253 – 2012 Vermeer 1800XL
#254 – 2012 Vermeer 1800XL
#255 – 2012 Vermeer 1800XL
#256 – 2012 Vermeer 1800XL
#193 – 2006 Vermeer 1400XL

Stump Grinders

#323 – 2013 Vermeer SC 1152
#355 – 2013 Vermeer SC 1152
#356 – 2013 Vermeer SC 1152
#357 – 2013 Vermeer SC 1152
#358 – 2013 Vermeer SC 1152
#307 – 2013 Vermeer SC 802
#279 – 2012 Vermeer SC 802
#274 – 2012 Vermeer SC 60TX
#235 – 2010 Vermeer SC 60TX
#198 – 2007 Vermeer SC 60TX
#149 – 2005 Track Bandit Stumper 3200
#812 – 1998 Vermeer SC 1102

Skid Steers

2013 John Deere 337
#707 – 2003 Bobcat S160

Transport Trailers

#192 – 2007 Kaufman 5 ton Tandem
#139 – 2005 Felling 8 ton Dual Tandem
#159 – 2005 B&B 5 ton Tandem
#291 – 2006 Imperial 6 ton Tandem
#290 – 2001 Cronkite 5 ton Tandem
#93 – 2001 Cronkite 5 ton Tandem

#9107 - 2004 Recon Tree Shear
#9108 - 2009 Solesby Grapple Bucket



Homer

TREE CARE, INC.

Professional. Knowledgeable. Caring.

Certified Arborists

Richard Reposh - #IL-0567
Years Experience: 31

Ivan Ortega- IL#9414A
Years Experience: 1

Daniel Reposh - #IL-0307
Years Experience: 34

Ryan Countryman- #IL5140A
Years Experience: 16

Justin E. Sharp- IL #9420A
Years Experience: 2

Michelle Collins – IL #1310A
Years Experience: 16

Arborists also CTSP Certified



Homer

TREE CARE, INC.

Professional. Knowledgeable. Caring.

DRUG AND ALCOHOL POLICY

VOLUNTARY ASSISTANCE:

Homer Tree recognizes that drug or alcohol abuse may be a disease and that with proper medical care and treatment, the disease can be controlled so that the affected employee can resume productive employment and normal personal relationships. With this objective in mind, Homer Tree is committed to providing confidential assistance without penalty to all supervisory and full time employees who voluntarily seek medical help for a drug or alcohol dependency problem. An employee who voluntarily seeks assistance will be referred by Homer Tree to a qualified chemical dependency counselor or treatment center for evaluation and assistance. The employee's voluntary agreement to participate in any approved treatment program will not subject the employee to any type of disciplinary action unless the Manager determines that the particular facts in the case (e.g. excessive relapses; the employee's conduct while under the influence of drugs or alcohol endangered the safety of other employees or the public) warrant appropriate discipline, including termination.

DETECTION AND TESTING:

All supervisory personnel are responsible for being continually alert to employee behavior, giving careful attention to unusual behavior, significant mood changes, performance problems, accidents or misconduct. If a supervisor has reasonable cause to suspect that any employee's use of drugs or alcohol is a contributing factor to such behavior, the supervisor shall notify Management of the incident. After consultation with Management, the supervisor shall meet privately with the employee to discuss the incident and to advise the employee of such suspicion. At that time, the employee will be given reasonable opportunity to provide a mitigating explanation. If the supervisor still has reasonable cause to suspect that the use of drug or alcohol is involved, Homer Tree may elect to refer the employee to an approved medical facility for a drug/alcohol evaluation. If the employee refuses to submit to such an examination, the employee shall be subject to appropriate discipline, including termination.

DRUG AND ALCOHOL POLICY, CONTINUED

If the employee consents to a drug/alcohol evaluation, and the evaluation shows a confirmed positive finding of drugs or alcohol, the employee's agreement to participate in any approved treatment program shall result in no disciplinary penalty for the first adverse incident, unless Management determines that the particular facts in the case (e.g. the employee's conduct while under the influence of drugs or alcohol endangered the safety of other employees or the public) were so blatant, regardless of whether drugs or alcohol were involved, as to warrant appropriate discipline, including termination. At any time during treatment, eligible employees are entitled to request medical leave, and may receive disability income and/or medical benefits pursuant to the terms and conditions of those policies. If after completion of an approved program, the employee engages in further incidents involving drugs or alcohol, Homer Tree reserves the right to take all appropriate disciplinary actions, including termination.



Homer

TREE CARE, INC.

Professional. Knowledgeable. Caring.

Municipal Reference List

Village of Barrington

Mike Szymanski – (224) 629-2025

Village of Clarendon Hills

Joe Ferrell – (630) 323-6673

Village of Country Club Hills

Mayor Welch – (708) 798-2616

City of Darien

John Carr – (630) 514-1531

Village of Downers Grove

Kerstin von der Heide – (630) 434-5460

City of Elmhurst

Mark Stevens – (630) 530-3126

Forest Preserve District of Will County

Brad Steinke – (815) 727-8700

Frankfort Township Highway Dept.

Bill Carlson – (815) 405-6957

Village of Fox River Grove

John Huzinga – (847) 639-3171

Village of Frankfort

Terry Kestel – (815) 405-7198

Glenview Park District

Michael Sullivan – (224) 521-2313

Homer Township Highway Dept.

Dale Hostert – (708) 301-0246

Village of Hinsdale

John Finnell (630) 789-7043

City of Joliet, IL

Jim Tieber - (815) 791-8216

Lockport Township Highway Dept.

John Cielenski – (815) 726-6056

Lockport Township Park District

Jeff Loeschen – (815) 693-1955

City of Lockport

Joe Cronin – (815) 838-1705

Village of Lake in the Hills

Rob Caldwell – (815) 960-7500

Village of Mount Prospect

Sandy Clark – (847) 253-9377

Naperville Park District

Chuck Papanos (630) 848-3590

Village of New Lenox

Nick Perez – 815-485-7729

Orland Township Highway Dept.

Mary Buczkiewicz – (708) 403-5148

City of Zion

Christofer Nikkinen – (708) 499-7098

Plainfield Park District

James Less – (815) 436-8812

City of Palos Heights, IL

Scott Smith – (708) 417-1897

Village of Rolling Meadows

Grahm Strebler – (347) 770-1821



Homer

TREE CARE, INC.

Professional. Knowledgeable. Caring.

SEXUAL HARASSMENT POLICY

All employees have the right to work in a work environment free from sexual intimidation and/or harassment of any kind. It is the Company's express policy **not** to tolerate sexual harassment of or by any of its employees.

Sexual harassment is considered to exist whenever there are unwelcome sexual advances, requests for sexual favors, or any other verbal, physical, or visual conduct of a sexual nature when:

1. Submission to the conduct is made either implicitly or explicitly a condition of the individual's employment;
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or
3. The harassment has the purpose or effect of interfering with the employee's work performance or creating an environment which is intimidating, hostile, or offensive to the employee.

For example, foul language or sexually-oriented jokes, remarks or gestures may often be offensive to another employee and thus should not occur.

Any employee engaging in practices or conduct constituting sexual harassment shall be subject to disciplinary action, up to and including discharge.

Any employee who feels he or she has been sexually harassed by a Company employee should report any such complaint or matter in full confidence to the Office Manager. If the Manager is not available, or the employee for any reason does not feel comfortable complaining to her, such employee should contact the President/Owner or any management executive with whom he or she feels comfortable.

Any supervisor who becomes aware of any possible sexual harassment of or by any employee should immediately advise the Manager, who will immediately investigate the conduct and ensure the matter is resolved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/13/2016

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

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

PRODUCER The Horton Group 10320 Orland Parkway Orland Park IL 60467		CONTACT NAME: Shared Services PHONE (A/C, No, Ext): 708-845-3918 FAX (A/C, No): E-MAIL: ADDRESS: ConstructionCerts@thehortongroup.com	
INSURED HOMER-7 Homer Tree Care, Inc. 14000 Archer Ave Lockport IL 60441		INSURER(S) AFFORDING COVERAGE INSURER A: Starr Indemnity & Liability Co 38318 INSURER B: Mt. Hawley Insurance Company 37974 INSURER C: Western National Mutual Ins Co 15377 INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1468465663**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pest/Herb Applic GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	CPP1087512	5/15/2016	5/15/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Pest/Herb Occur \$1,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	CPP1086774	5/15/2016	5/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			UMB1014555	5/15/2016	5/15/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	1000001512	5/15/2016	5/15/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Cont Pollution Liab			EGL0003472	5/15/2016	5/15/2017	Occr/Aggre 1,000,0000

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

Additional Insured status with respect to general liability and auto liability only when required by written contract. Primary/Non-Contributory applies with respect to general liability and auto liability only when required by written contract. Waiver of Subrogation applies with respect to general liability, auto liability and workers compensation only, when required by written contract, per Company Forms. Umbrella follows form. * Broadened Contractual Liability. Work within 50 feet of Railroad Property is included under form CG24270305 when required by written contract.

The coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications for Road & Bridge Construction

CERTIFICATE HOLDER**CANCELLATION**

FOR INFORMATIONAL PURPOSES

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

AUTHORIZED REPRESENTATIVE

Victoria Zabih

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Certificate of Completion

this certifies that

Homer Tree

has successfully completed training on

**TREE-IV Tree Injection Equipment and Emmeclin Benzoate
(TREE-AGE®) Safety for Emerald Ash Borer Treatments**

on May 31st, 2010

Mark Nega

*Mark Nega
Tree Health Care Specialist
ISA Certified Arborist IL-4293A*





ILLINOIS DEPARTMENT OF LABOR

Pat Quinn
Governor

Joseph Costigan
Director

May 10, 2013

David Bennett
Executive Director
Metropolitan Mayors Caucus
233 South Wacker Drive, Suite 800
Chicago, IL 60606

Dear Mr. Bennett:

Enclosed is a copy of the Department's final Questions and Answers regarding Landscaping which will be posted on our website. The Department believes these Questions and Answers address majority of issues raised. While there still will remain certain situations which may need to be examined on a case by case basis, we believe that the vast majority of situations should be resolved.

We thank you for your time and input on these issues.

Sincerely,

A handwritten signature in black ink, reading "Joseph Costigan".

Joseph Costigan
Director

Michael A Bilandic Building
160 North LaSalle, Suite C-1300
Chicago, Illinois 60601-3150
(312) 793-2800
Fax: (312) 793-5257

900 South Spring Street
Springfield, Illinois 62701
(217) 782-6206
Fax: (217) 782-0596

Regional Office Building
2309 West Main Street, Suite 115
Marion, Illinois 62959
(618) 993-7090
Fax: (618) 993-7258

with or part of a project since it is not integral to the covered activities. Thus, continued watering or pruning or mulching after the substantial completion is no longer work performed in conjunction with or as part of a covered project.

5. Question: Can work associated with landscape work by itself be considered work covered under the Prevailing Wage Act?

Answer: When landscape work changes the nature, function, or character of the real estate, although no other covered work such as "hardscape" is involved, the work is covered work under the Prevailing Wage Act. For example, and not by way of limitation, covered work under the Prevailing Wage Act would include projects involving earthmoving and grading; converting a vacant lot by the planting of trees, flowers, shrubs, or sod-grass; removing all trees on a lot and the replacing of trees by the planting of shrubs, grass or the making of a nature park; or the removal of trees and vegetation to leave the lot as a vacant lot so as to make the lot ready for construction.

6. Question: What are examples of work associated with landscaping that is not covered work when it is not done in conjunction with or part of covered work or does not fall within the scope of the work described in Question 5?

Answer Lawn mowing or grass cutting; line trimming; edging; weeding; cultivating beds; mulch application; bed preparation using soil amendments; core aeration; sweeping and blowing of landscape materials; pruning, planting, removal or replacement of shrubs, plants, and flowers; pruning of trees and replacement of trees that are planted as a replacement due to the removal of diseased or irreparably damaged trees, or trees that constitute a hazard; non-substantive replacement of sod, the removal of diseased or irreparably damaged trees or trees that are a hazard; seeding, including the preparation and application of erosion control blanket, application of fertilizer, herbicide, pesticide, fungicide; aquatic applications, raking, watering of trees, shrubs, plants, flowers, bulbs, seeds and sod; grooming; dividing plants; dead-leafing; sweeping; trash pick-up and removal of landscape litter; holiday light and seasonal decoration installation excluding the electrical connections if any.

LANDSCAPE QUESTIONS AND ANSWERS

Many questions have been posed to the Department regarding the application of the Prevailing Wage Act in the counties of Cook, Lake, McHenry, DuPage, Kane, Will, Kendall, Boone and Grundy to work involving landscape (e.g. plants, bulbs, seeds, bushes, shrubs etc, dirt, organic materials, sod, and nonorganic materials used in connection with landscape) and the issues relating to modifications to real estate because of the uniqueness of the work and materials involved. In response to the above referenced inquiries regarding work in these counties and comments received from concerned persons, the Department believes it is appropriate to set forth certain questions and answers, which illustrate the Department's position as a matter of its enforcement policy to issues involving landscape work and the application of the Prevailing Wage Act.

Nothing set forth below should be interpreted as a change in the Department's view regarding traditional "hardscape work" (by way of example and not limitation "work associated with building, making, forming, demolishing brick or concrete paths or walk ways, fountains, concrete or masonry planters or retaining walls") that some might consider or refer to as falling under "landscape work." The Department has considered this work to have fallen under the Prevailing Wage Act and remains covered work under the Prevailing Wage Act.

Where examples are given, they should be considered as examples only to help provide guidance and should not be considered all encompassing.

1. Question: Is work in connection with landscape work covered under the Prevailing Wage Act?

Answer: Real estate is considered by the Department as a fixed work to which the Prevailing Wage Act applies. Work performed in connection with landscape is covered work depending upon the nature of the work.

2. Question: What established classification of employees under the Prevailing Wage Act covers those employees who perform landscape work, which falls under the coverage of the Prevailing Wage Act?

Answer: For the purpose of the Prevailing Wage Act, the Department of Labor does not recognize the classification of "landscape plantsman," "landscape laborer" "landscape helper" "landscape installer" "landscape operator" or "landscape truck driver." Work performed by persons who sometimes may be called "landscape plantsman" or "landscape laborer" is covered by the classification of laborer. Work performed by persons sometimes referred to as "landscape operator" is covered by the classification of operator and work performed by persons sometimes call "landscape truckdriver" is covered by the classification of truckdriver. Neither bids nor contracts nor acceptances on landscape work covered by the Prevailing Wage Act should be based upon rates of pay

other than that those associated with the classifications of laborers, operator, or truckdriver the Department has published.

3. Question: What are examples of landscape work that is covered under the Prevailing Wage Act when performed in connection with other work covered under the Prevailing Wage Act?

Answer: All work involving the installation or removal of landscape materials in conjunction with or as part of work which is otherwise covered under the Prevailing Wage Act is also work covered by the Prevailing Wage Act. For example only, and not by way of limitation; 1) original installation of landscape materials in connection with covered work involving buildings or structures; 2) landscape work in conjunction with covered work involving any road, boulevard, street, highway, bridge project, sewer or underground project; 3) lawn and landscape restoration performed in conjunction with covered work involving trenches and manholes, pipes, cables and conduits; 4) preparation of and landscaping of approaches associated with covered work performed in connection with shafts, tunnels, subways, and sewers; 5) landscaping of an old or new site in conjunction with covered work involving underpinning, lagging, bracing, propping or shoring; 6) landscaping in connection with covered work involving earthmoving and grading; 7) landscaping in connection with covered work performed at a park or preserve.

Even if the landscaping is to be performed after completion of the covered project, if it is an integral part of the overall project, it is deemed being performed in conjunction with or part of the project. The passage of time is not determinative. For example a municipality builds a new city hall, and the landscaping is to occur a year later or in stages over years, the landscape is an integral part of the overall project and is covered.

4. Question: When is landscape work no longer, considered to be performed in conjunction with or as part of a project otherwise covered under the Prevailing Wage Act?

Answer: Landscape work is no longer considered to be performed in conjunction with or as part of a project when the architect, project manager, or other appropriate authorized representative issues a certificate of substantial completion to the landscape contractor or other document reflecting substantial completion, such as final payment, which under the contract is to be made upon completion of work. If the manager refuses to issue such a certificate, then when the installation and or removal of all materials as required in the contract has been completed, subsequent work is no longer considered in conjunction with or part of the project. For example, after planting a tree or shrub, the initial edging, mulch application and watering and continued mulching, watering, edging, trimming of already installed materials while the contractor is at the job site performing work under the contract, is work performed in conjunction with and/or part of a project since it is work integral to the covered activities. However, if the contractor has fulfilled the installation/removal work required under the contract and left the project, and the contractor has to return months later to replace an installed plant that has died or is required to water the plants, the replacement would not be deemed work in conjunction

1000 main 191-0011
*Homer Industries LLC 14000 S. Archer Ave.
Lockport IL 60441 815-838-0963
todd@homertree.com
Will County

Illinois Department of Agriculture OIS EMERALD ASH BORER COMPLIANCE AGREEMENT

Contact Name: Mr./Ms. _____

Mailing Address: Street _____ City/Town _____ State _____ Zip code _____

Telephone: _____ Fax: _____ E-mail: _____

County _____

Disposal or Processing Yard Location (if different than mailing address above): Street _____

City/Town _____ Zip code _____ County _____

Applicable to State of Illinois Interior State Quarantine(s) for the Emerald Ash Borer (*Agrilus planipennis*)
Pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq.)

I acknowledge State and Federal regulations governing the Emerald Ash Borer (EAB), quarantine zone boundaries, and "regulated articles". When working within and near EAB quarantine zone(s), I agree to supply records that may be required for inspection. I agree to comply with the procedures listed below in this agreement and with any other procedures required by the Director of the Illinois Department of Agriculture, as follows:

1. Regulated articles shall not be moved out of established quarantine zone(s) at any time unless: a) the regulated articles have been chipped/processed to a size measuring less than 1.0 inch in two dimensions; b) the bark and outer 1/2 inch of sapwood of regulated articles has been completely removed; or c) the regulated articles, including firewood, have been treated to meet USDA-APHIS-PPQ standards for Kiln Sterilization (T404-b-4), Heat Treatment (T314-a), or Fumigation Treatment (T404-b-1-1);
2. From May 1 to September 1, all regulated articles originating from within the EAB quarantine zone and leaving any municipality or township of their origin shall only be transported within the EAB quarantine zone in an enclosed vehicle or a vehicle completely enclosed by a covering, such as canvas, plastic or tightly woven cloth, adequate to prevent the passage of the Emerald Ash Borer to the environment;
3. Any and all persons or entities transferring possession of regulated articles within the EAB quarantine zone to another person or entity shall inform the person or entity taking possession of the regulated article, either verbally or in writing, that the said regulated articles are subject to State and Federal quarantine regulations;
4. Employers shall inform their employees about the EAB quarantine regulations, including EAB quarantine zone boundaries, instruct employees how to identify the EAB and its signs, and require a copy of this compliance agreement to be carried by employees working in the State of Illinois; and
5. The Illinois Department of Agriculture shall be informed of any suspected EAB infestation(s).

"Regulated Articles" are hereby defined as the following:

- 1) The Emerald Ash Borer (*Agrilus planipennis* Fairmaire) in any living stage of development;
- 2) Ash trees (*Fraxinus spp.*) of any size;
- 3) Ash limbs and branches;
- 4) Any cut non-coniferous, hardwood firewood;
- 5) Bark from ash trees and wood chips larger than one inch in two dimensions from ash trees;
- 6) Ash logs and lumber with either the bark or the outer one-half-inch of sapwood or both, attached;
- 7) Any item made from or containing the wood of the ash tree which is capable of spreading the emerald ash borer;
- 8) Any other article, product, or means of conveyance when it is determined by the Director of Agriculture that it presents the risk of spread of the Emerald Ash Borer in any stage of development.

Attesting of the signatures below will validate this agreement which shall remain in effect until cancelled. This document may be revised as necessary, or revoked for noncompliance, by the Illinois Department of Agriculture.

Signature/Title _____ Director of Agriculture Date Signed 01/18/10

State Agency Official Signature _____ Compliance Agreement No: 197-00

Illinois Department of Agriculture
2280 Bethany Road, Suite B
DeKalb, Illinois 60115
Phone: 815-787-5476
Fax: 815-787-5488



Illinois Department of Agriculture
P.O. Box 19281
Springfield, Illinois 62794-9281
Phone: 217-785-2427
Fax 217-524-4882

One original signed agreement to be maintained at the Illinois Dept. of Agriculture and a second original signed agreement to be maintained at the company office. For up-to-date information on EAB please go to: www.illinoisEAB.com or www.state.il.us/EAB.
[11/23/2009, EABComplianceAgreementVL.doc]



MEMORANDUM

DATE: March 13, 2017

TO: Eric J. Palm, Village Administrator

FROM: John Anderson, Director of Public Works

SUBJECT: Award of Contract - 2017 Tree Trimming Program

Issue: Staff is seeking the award of a contract for the 2017 Tree Trimming Program.

Analysis: 711 parkway trees have been identified in the southern portion of the Village for contractual tree trimming. These trees have recently been logged into a database with their condition rating, size, species, and location for incorporation into the Village GIS system. The trees that have been identified for contractual trimming are all 12 inches in diameter or larger. Village staff will perform tree trimming on trees that are less than 12 inches in diameter. It is important to keep trees trimmed on a regular basis in order to maintain the health of the tree, ensure fewer limbs fall during periods of high winds, and to improve traffic and pedestrian sightlines throughout Village streets. This will be the beginning of an annual program to obtain accurate data on Village trees during the winter months on the portion of the Village which will then be scheduled for trimming. It is anticipated that these planned trimming areas will be divided into five sections of the Village. It was determined that the contractual trimming program is a cost effective method of making sure the needed trimming is performed on a continuing basis to supplement the tree trimming performed by Public Works staff. This program also allows Village forestry crews to continue with their portion of tree removals throughout the Village.

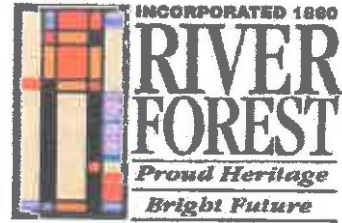
Staff received and opened five competitive bids on March 8, 2017. As the attached bid tabulation indicates, Davis Tree Care & Landscaping, Inc. was the lowest bidder with a bid amount of \$34,722. The anticipated amount budgeted was \$35,010. The Village has previously worked with Davis Tree Care & Landscaping, Inc. They have also had numerous municipal tree trimming and removal contracts throughout the local area in recent years. Davis Tree Care & Landscaping, Inc. is a local tree care company (based in Forest Park, IL) and has experience working on large tree trimming contracts. Accordingly, we recommend the award of the 2017 Tree and Stump Removal Contract to Davis Tree Care & Landscaping, Inc.

Recommendation: If the Village Board concurs with Staff's recommendation, the following motion would be appropriate: Motion to award the 2017 Tree Trimming Program to Davis Tree Care & Landscaping, Inc. in the amount of \$34,722 and authorize the Village Administrator to execute the contract agreement.

River Forest 2017 Tree Trimming Bid Tabulation

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

Company	Bid per DBH Range		Total Cost	Rank
Steve Piper & Sons	12" to 24"	\$46.85	\$25,673.80	\$40,042.30
	25" to 36"	\$86.50	\$12,456.00	
	Over 36"	\$112.50	\$1,912.50	
Davis Tree Care & Landscaping	12" to 24"	\$39.00	\$21,372.00	\$34,722.00
	25" to 36"	\$75.00	\$10,800.00	
	Over 36"	\$150.00	\$2,550.00	
Clean Cut Tree Service	12" to 24"	\$105.00	\$57,540.00	\$81,650.00
	25" to 36"	\$145.00	\$20,880.00	
	Over 36"	\$190.00	\$3,230.00	
Acres Group	12" to 24"	\$45.00	\$24,660.00	\$35,550.00
	25" to 36"	\$65.00	\$9,360.00	
	Over 36"	\$90.00	\$1,530.00	
Winklers Tree And Landscaping	12" to 24"	\$68.00	\$37,264.00	\$48,739.00
	25" to 36"	\$68.00	\$9,792.00	
	Over 36"	\$99.00	\$1,683.00	
	12" to 24"		\$0.00	\$0.00
	25" to 36"		\$0.00	
	Over 36"		\$0.00	
	12" to 24"		\$0.00	\$0.00
	25" to 36"		\$0.00	
	Over 36"		\$0.00	



CALL FOR BIDS

- I. Name of Project: 2017 Tree Trimming Program
- II. Instructions and Specifications:
 - A. Bid Opening Date/Time: March 8, 2017 at 10:00am
- III. Required of All Bidders:
 - A. Bid Deposit: 10%

This document comprises 37 pages

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

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



INSTRUCTIONS

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

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

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

Date: Wednesday, March 8, 2017

Time: 10:00 A.M.

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

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

Any bid received after the date and time specified above will be returned to the Bidder unopened. Bid shall be submitted in duplicate and enclosed in a sealed opaque envelope marked "2017 Tree Trimming Program."

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

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

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

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

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

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

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

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

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

I. GENERAL PROVISIONS

1. STANDARD SPECIFICATIONS

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

2. SUPPLEMENTAL SPECIFICATIONS

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

107.01 Laws to be Observed

107.01.01 Sexual Harassment Policy

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

107.01.02 Eligibility for Employment in the United States

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

107.01.03 Civil Rights

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

107.01.04 Foreign Corporation

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

107.01.05 Confidentiality of Information

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

107.26 Indemnification

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

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

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

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

107.27 Insurance

Add the following to Article 107.27 of the SSRBC:

107.27.1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

107.27.2 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, agents, employees, attorneys and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

107.27.3 Other Insurance Provisions

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

107.27.3.1 General Liability and Automobile Liability Coverages

- A. The Village, its officials, agents, employees, attorneys and volunteers are to be covered as insureds as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, attorneys or volunteers.
- B. The Contractor's insurance coverage shall be primary insurance as respects the Village, its officials, employees, agents, attorneys and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees, attorneys or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees, or volunteers.
- D. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.
- F. All general liability coverages shall be provided on an occurrence basis. Claims-made general liability policies are not acceptable.

107.27.3.2 Workers' Compensation and Employers' Liability Coverage

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

107.27.4 Verification of Coverage

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

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

107.27.5 Subcontractors

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

107.27.6 Assumption of Liability

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-Contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any Work performed pursuant to this agreement.

EXHIBIT A

CG 20 10 03 97

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

Copyright, Insurance Services Office, Ins. 1996

EXHIBIT B

CG 20 26 11 85

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

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

Copyright, Insurance Services Office, Ins. 1984

EXHIBIT C

POLICY NUMBER:

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

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

EXHIBIT D

(EXAMPLE)

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

EXHIBIT E

ADDITIONAL INSURED ENDORSEMENT

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

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

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

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

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

Original Created – 1/2002
Revised – 1/2005

108.06 Labor, Methods, and Equipment

Add the following to Article 108.06 of the SSRBC:

108.06.1 Overtime Work

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

2.2 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

"EQUAL EMPLOYMENT OPPORTUNITY"

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

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

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

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

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

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

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

2.3 COMPLIANCE WITH FREEDOM OF INFORMATION ACT REQUESTS

Section 7(2) of the Illinois Freedom of Information Act ("FOIA") (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has Contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

2.4 RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

2.5 CONTRACTOR'S DEFAULT FORFEITURE OF CONTRACT

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

2.6 ASSIGNMENT OF CONTRACT

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

2.7 SUSPENSION OF WORK

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

2.8 LIMITATION OF OPERATIONS

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

2.9 PERFORMANCE BOND

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

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

2.10 PAYMENT BOND

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

2.11 PAYMENTS

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

2.12 DIRECTOR OF PUBLIC WORKS'S AUTHORITY

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

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

2.13 NIGHT, SUNDAY, AND HOLIDAY WORK

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

2.14 LOCAL REGULATIONS

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

III. SPECIAL PROVISIONS

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

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

3.1 SCOPE OF WORK (Tree Trimming)

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

3.2 COMMENCEMENT OF WORK

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

Total number of trees to be trimmed is estimated at 711 for this period.

3.3 BY WHOM THE WORK IS TO BE DONE

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

3.4 PERIODIC INSPECTION

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

3.5 METHOD OF MEASURING

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

3.6 LOCATION OF WORK

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

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

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

3.7 PRUNING SPECIFICATIONS

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

3.7.1 For trees 12"-16" in diameter:

- Prune for central leader (if possible) by removing or subordinating co-dominant stems with reduction cuts.
- Prune for scaffold limb selection. Thinning or subordinating cuts may need to be made to these branches to slow their growth rate.
- Potential scaffold branches should be vertically spaced 18" apart. Scaffold branches to remain on mature tree should be spaced at 3 feet if growing above one another.
- Scaffold branches should be no more than ½ the diameter of the trunk immediately above the branch
- Retain lateral branches along limbs, but each should be less than ½ the diameter of the limb at attachment.

- At least ½ of the foliage should be on branches (temporary and permanent) arising in the lower 2/3 of the tree. Similarly, branches should have like distribution of foliage along their length.
- 3.71.1 Raise all lower branches and hanging branches to a minimum height of 16 feet where practical on trees over 16" in diameter. Not more than one-fourth of foliage of **mature** trees to be removed.
- 3.71.2 Remove all sucker growth on the main trunk(s) to first main crotch. Remove all dead, dying, diseased, interfering, objectionable and weak branches and stubs greater than two inches in diameter from all trees.
To avoid misunderstanding, the terms in parts 3.71.2 above will be used as defined below:
 - 1 "Sucker Growth" - The bushy and undesirable growth of small shoots on the trunk of a tree or in close proximity to the trunk.
 - 2 "Interfering Branches" - Branches which are growing in contact with or within (15) feet of signage, manmade structures or overhanging a structure.
 - 3 "Objectionable Branches" - Branches, which are growing in such a manner that, they cause unnecessary crowding, or are undesirable if the natural form and shape of the tree is to be achieved, or are growing in a direction heading into the crown of the tree.
- 3.71.3 Remove one of two or more crossed and/or rubbing branches greater than 2 inches in diameter from all trees where practical.
- 3.71.4 All cuts to be made sufficiently close to parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions.
- 3.71.5 Rope down all branches where damage could be incurred by gouging of a sodded area and/or damage to public walks. Use caution where there is the possibility of damaging adjacent privately owned shrubs, trees, or flowers.
- 3.71.6 Pre-cut all limbs being removed whenever there is a possibility of stripping the bark.
- 3.71.7 Report any structural weakness, decayed trunk or branches, split crotch or branches, or girdling roots within 24 hours of locating to the Forestry Supervisor.
- 3.71.8 No person working in trees shall use shoes with spikes or any other footwear, which will, in the Village's opinion, injure the trees while work is being performed. At no time shall any person working in trees for pruning purposes wear spurs or climbing irons.
- 3.71.9 Upon completion of pruning, there shall be a minimum of 16 feet clearance from house and buildings (including roofs).
- 3.71.10 Clear all streetlight and traffic control devices including non-illuminated signage to allow adequate lighting and sign visibility for the length of the prune cycle. Clear small parkway trees to allow natural growth habit without severely altering the form of the larger tree.

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

3.8 CLEANUP

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

3.9 SAFETY

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

3.10 REMOVAL OF DEBRIS

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

3.11 CONTRACTOR'S REPRESENTATIVE

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

3.12 WORKERS

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

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

3.13 ARBORIST CERTIFICATION & SIMILAR PROJECT EXPERIENCE

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

3.14 ACCIDENT PREVENTION

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

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

3.15 DAMAGE TO PRIVATE OR PUBLIC PROPERTY

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

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

3.16 REPORTING

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

3.17 PUBLIC RELATIONS

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

3.18 PARKING

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

the Village's public properties.

3.19 EQUIPMENT

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

3.2 CONTRACT WORK HOURS

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

3.3 OBSERVANCES OF LAWS, ORDINANCES AND REGULATIONS

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

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

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

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

3.4 TRAFFIC CONTROL PLAN

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

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

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

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

3.5 PEDESTRIAN SIDEWALK CONTROL

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

PROPOSAL

VILLAGE OF RIVER FOREST, ILLINOIS

2017 TREE TRIMMING PROGRAM

(Complete in Duplicate)

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

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

Size Class	D.B.H.	# of Trees	Unit Price (price per tree)	Sub Total
1	12" to 24" inch diameter	548	\$39 ⁰⁰	\$21,372 ⁰⁰
2	25" to 36" Inch diameter	144	\$75 ⁰⁰	\$10,800 ⁰⁰
3	Over 36" Inch diameter	17	\$150 ⁰⁰	\$2,550 ⁰⁰
Total Amount				\$34,722 ⁰⁰

*Estimated number of trees to be trimmed: 711

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

Company Name:

DAVIS TREE CARE

Address:

7459 FRANKLIN ST
FOREST PARK IL 60130

Contact Phone #:

708 777 8500

Authorized Signature:

[Signature]

Title:

President

(Corporate Seal)

TO THE PRESIDENT AND
BOARD OF TRUSTEES
VILLAGE OF RIVER FOREST

Date: 03/07/17

400 Park Avenue
River Forest, Illinois 60305

1. The undersigned DAVIS TREE CARE
(Name of Bidder)
7459 FRANKLIN ST. FOREST PARK, IL 60130
(Address of Bidder)
by ROBERT DAVIS, as PRESIDENT
(Officer, Attorney, Manager, Secretary)

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

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

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

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

SIGNATURES

(IF AN INDIVIDUAL)

Signature of Bidder

Business Address

Telephone Number

(IF A CO-PARTNERSHIP)

Firm Name

Signed By

Business Address

Telephone Number

(INSERT NAMES & ADDRESSES

OF ALL MEMBERS OF THE FIRM)

(IF A CORPORATION)

Corporate Name

Signed By

President

Business Address

Telephone Number

Fax Number

(INSERT NAMES OF OFFICERS)

President

Secretary

ATTEST:

Treasurer

Secretary

(SEAL)

SUBCONTRACTORS LIST

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

1) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

2) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

3) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

4) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

5) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

6) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

7) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

8) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

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

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

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

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

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

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

Executed this 7 day of March 201~~6~~⁷ by:

DAVIS TREE CARE

Firm name

By: Robert L. Davis

President

Title

(Seller)

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

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

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

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

(a) Publishing a statement:

- (1) notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or Contractor's Workplace.
- (2) specifying the actions that will be taken against employees for violations of such prohibition.
- (3) notifying the employee that, as a condition of employment on such Contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the Workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the Workplace;
- (2) the grantee's or Contractor's policy of maintaining a drug free Workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the

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

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

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

DAVIS TREE CARE

Printed Name of Organization

Robert R. Davis

Signature of Authorized Representative

Robert R. Davis President 03/07/17

Printed Name and Title

Date

2017 Tree Trimming Program

Requisition/Contract/Grant ID Number

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

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

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

NOW THEREFORE, IT IS HEREBY CERTIFIED THAT the undersigned,

DAVIS TREE CARE

(individual, firm, corporation or other entity)

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

DATE: 3-8-17

By: Robert E. Davis

ATTEST:

Yaneth Lore

(SEAL)

**CONTRACTOR CERTIFICATION
SEXUAL HARASSMENT POLICY**

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

Signed by: [Signature] (Corporate Seal)
Title: President
Name & Address of Contractor or Vendor: DAVIS TREE CARE
7459 FRANKLIN ST.
FOREST PARK, IL 60130



Subscribed and sworn to before me

this 7 day of MARCH, 2017

Brenda Weeks 4/10/2/18
Notary Public

REFERENCES

SEE ATTACHED

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



Davis Tree Care and Landscape, Inc.

Business References

Village of Oak Park

123 Madison Street
Oak Park, IL 60302
708-383-6400
Rob Sproule

Oak Park, Park District

218 Madison Street
Oak Park, IL 60302
708-725-2050
John Borland

Village of River Forest

400 Park Avenue
River Forest, IL 60305
708-366-8500
Mark Janopoulos

River Forest Park District

401 Thatcher Avenue
River Forest, IL 60305
708-366-6660
John Beto

Village of Forest Park

517 Des Plaines Avenue
Forest Park, IL 60130
708-366-2323
John Doss

Forest Park, Park District

7501 Harrison Street
Forest Park, IL 60130
708-366-7500
Chris Richards

Village of Melrose Park

1002 N. 27th Avenue
Melrose Park, IL 60160
708-343-5128
Gary Marine

Village of Lyons

4200 S. Lawndale Avenue
Lyons, IL 60535
708-442-4414
Tom Kidon



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/02/2017

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

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

PRODUCER Florists Insurance Service Inc P O Box 428 Edwardsville, IL 62025		CONTACT NAME: PHONE (A/C No. Ext): 618-658-4240 FAX (A/C No): 618-655-2513 EMAIL: pstriegel@hortica.com ADDRESS:	
INSURED Davis Tree Care & Landscape Inc 7459 Franklin Street Forest Park IL 60130		INSURER(S) AFFORDING COVERAGE INSURER A: LM Insurance Corporation INSURER B: NOVA Casualty INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSTR LTR	TYPE OF INSURANCE	ADDL INSR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	ARBML1000027800	9/20/16	9/20/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		ARBML1000027800	9/20/16	9/20/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 10,000		ARBUM10000105	9/20/16	9/20/17	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WC5-39S-347369-016	7/1/16	7/1/17	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

Village of River Forest
Director of Public Works
400 Park Avenue
River Forest IL 60305

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

AUTHORIZED REPRESENTATIVE

John M. D'Amico

State of Illinois
Office of
The Secretary of State

Whereas, ARTICLES OF INCORPORATION OF
DAVIS TREE CARE AND LANDSCAPE, INCORPORATED
INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, Jesse White, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be
affixed the Great Seal of the State of Illinois,
at the City of Springfield, this 19TH
day of MAY A.D. 1999 and of
the Independence of the United States the two
hundred and 23RD



C-2123

Jesse White

Secretary of State

BID BOND
(Percentage)

Bond No. 63101742

KNOW ALL PERSONS BY THESE PRESENTS, That we Davis Tree Care and Landscaping Inc
of 7459 Franklin St., Forest Park, IL 60130

WESTERN SURETY COMPANY, hereinafter referred to as the Principal, and

as Surety, are held and firmly bound unto Village of River Forest

~~xx~~

Ten Percent of the Amount Bid, hereinafter referred to as the Obligee, in the amount of

(10%), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for 2017 Tree Trimming Program

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 8th day of March, 2017.

Principal

Davis Tree Care and Landscaping Inc

BY: 

Surety

WESTERN SURETY COMPANY

BY: 

Peggy S Striegel, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 63101742

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Peggy S Striegel

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Davis Tree Care and Landscaping Inc

Obligee: Village of River Forest

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of June 6th, 2017, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 8th day of March, 2017.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 8th day of March, in the year 2017, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 8th day of March, 2017.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



MEMORANDUM

DATE: March 13, 2017

TO: Eric J. Palm, Village Administrator

FROM: John Anderson, Director of Public Works

SUBJECT: Accessible Parking Space Request – 11 Ashland Ave

Issue: Bob and Maureen Gorman of 11 Ashland Avenue have requested that an ADA-accessible parking space be designated in front of their home due to a medical necessity.

Analysis: The east and west sides of Ashland Avenue are currently designated as “Resident Permit Only” zones between the hours of 5:00pm and 2:00am. The designation of an ADA-accessible parking space does not appear to adversely impact the current parking zones.

Recommendations:

Staff recommends the designation of the ADA-accessible space with the following motion: Motion to designate an ADA-accessible parking space in front of the property located at 11 Ashland Avenue in accordance with the attached ordinance.

Attachments:

Ordinance

ORDINANCE NO. _____

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

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

Section 1: That Title 9, entitled "Traffic Regulations," Chapter 3, entitled "Traffic Schedules," of the River Forest Village Code, Section 9-3-20 thereof, entitled "Schedule 20, Accessible Parking Zones Designated" be amended by adding the following:

ASHLAND AVE, the east side from 150 feet north of the north curb of Madison Street continuing north for a distance of 30 feet.

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

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

Section 4: This Ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

AYES:

NAYS:

ABSENT:

ADOPTED

Catherine Adduci
Village President

ATTEST:

Sharon Halperin
Village Clerk



Village of River Forest

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

MEMORANDUM

Date: March 13, 2017

To: Eric Palm, Village Administrator

From: John Anderson, Director of Public Works

Subject: Grant of Storm Water Easement – St. Vincent Ferrer Church

Issue

The Village is seeking a storm water easement with St. Vincent Ferrer Church that will provide the Village with the access to the property that is necessary to inspect and repair storm water management areas should public safety become a concern.

Analysis

St. Vincent is constructing an addition to their building and installing a parking lot along the west side of their property. Village staff requested that St. Vincent provide the Village with an easement that would provide the Village with the right to access the storm water management area to mitigate or prevent public safety issues associated with the facilities and to ensure that proper maintenance is being conducted on a regular basis.

The storm water easement is a requirement that is typical of larger scale developments that have occurred recently in River Forest because it is recorded on Title to the property and clear to all parties in perpetuity. The agreement typically includes language that requires the following:

- The owner of the stormwater management area must maintain and operate stormwater areas as designed and intended.
- The owner grants the Village access to the property to inspect the stormwater management area and perform maintenance that the owner has failed to perform
- The owner agrees to reimburse the Village for its costs and if the owner fails to do so, the Village may file a foreclosable lien on the property to secure reimbursement.

Attached for the Board's review and consideration is a storm water easement that allows the Village access to the property and storm water management area. The Village is allowed to inspect the facilities on a routine basis and in emergency situations and may make repairs if the property owner has failed to maintain or repair its facility in order to keep it operating as intended and designed.

Recommended Board Action

Approve a Resolution authorizing the execution of a storm water easement between the Village of River Forest and St. Vincent Ferrer's Literary Society.

Attachment(s)

- Resolution Authorizing the Execution of a Storm Water Easement
- Storm Water Easement

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT OF STORM
WATER EASEMENT (ST. VINCENT FERRER'S LITERARY SOCIETY)**

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, St. Vincent Ferrer's Literary Society ("St. Vincent") owns and operates a facility in the Village on the property commonly known as 1530 Jackson Avenue, River Forest, Illinois 60305 ("Property"); and

WHEREAS, the Village desires to make inspections of the storm water detention facility from time to time, to ensure that the storm water facility functions as designed and intended to protect Village property, and the Village desires to have the authority to take corrective action to repair Property storm water facility when immediate or prompt action is required to avoid any adverse impacts; and

WHEREAS, St. Vincent and the Village have determined that is in the best interests of each to enter into an easement agreement in which St. Vincent agrees to allow the Village to inspect and, upon notice, take corrective action to repair the storm water detention facility when immediate or prompt action is require to avoid any adverse impact; and

WHEREAS, the Village desires to enter into the "Grant of Storm Water Easement" (the "Easement"), a copy of which is attached hereto as **GRANT OF STORM WATER EASEMENT** and made a part hereof, which has been executed by St. Vincent; and

WHEREAS, it is in the best interest of the health, safety and welfare of the Village to approve the Agreement;

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

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That the President and Village Board of the Village of River Forest hereby find that it is in the best interests of the Village of River Forest and its residents that the Easement be entered into by the Village of River Forest, with the Easement to be substantially in the form attached hereto and made a part hereof as **GRANT OF STORM WATER EASEMENT**.

Section 3: That the President and Village Clerk of the City of River Forest, Cook County, Illinois, are hereby authorized to execute for and on behalf of said Village of River Forest, the aforesaid Easement, and all other documents related thereto necessary to consummate the transactions contemplated therein on behalf of the Village of River Forest.

Section 4: That this Resolution shall take effect from and after its adoption and approval as required by law.

PASSED on a roll call vote of the Corporate Authorities on the 13th day of March, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 13th day of March, 2017.

Village President

APPROVED and FILED in my office this 13th day of March, 2017 and published in pamphlet form in the Village of River Forest, Cook County, Illinois.

ATTEST:

Village Clerk

This document was prepared by and
after recording return to:
Klein Thorpe and Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606
Attn: Gregory T. Smith

**GRANT OF STORM WATER EASEMENT
(1530 JACKSON AVENUE)**

This **GRANT OF STORM WATER EASEMENT (1530 JACKSON AVENUE)** (the "Easement") is made and entered into this ____ day of _____, 2017, by and between St. Vincent Ferrer's Literary Society, an Illinois not-for-profit corporation, of 1530 Jackson Avenue, River Forest, Illinois 60305 (the "Grantor"), and the Village of River Forest, an Illinois municipal corporation, of 400 Park Avenue, River Forest, Illinois 60305 (the "Grantee").

RECITALS

WHEREAS, Grantor is the owner of fee simple title to a parcel of real property located in Cook County, Illinois, as legally described and depicted in **GROUP EXHIBIT A**, respectively, attached hereto and made a part hereof (the "Property"), and is in possession thereof; and

WHEREAS, Grantee desires to have access to the Property to inspect the storm water facilities thereon and repair such facilities when needed in order to protect the public's health, safety and welfare; and

WHEREAS, Grantor has the full authority to enter into this Easement, and Grantor has agreed to grant to Grantee a permanent non-exclusive easement for storm water inspection and

repair purposes on that portion of the Property depicted and legally described in **GROUP EXHIBIT A** as the "storm water management area" (the "Storm Water Easement Premises"), subject to the terms and conditions set forth herein; and

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant an easement to Grantee as follows:

1. **RECITALS.** Grantor and Grantee acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Section 1 as though fully set forth herein.

2. **GRANT OF PERMANENT EASEMENT.** Grantor hereby grants and conveys to Grantee and its elected officials, employees, licensees, agents, independent contractors, successors and assigns, a permanent non-exclusive easement, in, over, upon, across and through the Storm Water Easement Premises, for inspecting, maintaining, repairing, or replacing the storm water facilities thereon, as well as ingress and egress in, over, under, upon, across and through the Property to access the Storm Water Easement Premises, and to cut, trim and remove trees, bushes, roots and saplings and to clear obstructions from the surface and sub-surface on and in the vicinity of the Storm Water Easement Premises, so that the Storm Water Easement Premises may be maintained in a condition suitable for the purposes of the Storm Water Easement Premises.

3. **USE OF EASEMENT.** Grantee shall have the right to do all things necessary, useful or convenient for the purposes outlined in Sections 1 and 2 above. Grantor hereby covenants that Grantee shall have quiet and peaceful possession, use and enjoyment of the Storm Water Easement Premises. Grantor shall maintain at its sole cost the Property and the Storm Water Easement Premises.

Grantor shall maintain, operate and repair the Storm Water Easement Premises at all times in a manner consistent with the plans and specifications approved by the Village of River

Forest and other units of government with authority over the Storm Water Easement Premises, and Grantor shall upon request, timely furnish proof of compliance therewith.

If Grantor fails to maintain or repair the Storm Water Easement Premises as directed by Grantee within fifteen (15) days after written notice is sent by Grantee, Grantee may, but in no case shall be required to, enter upon the Property and perform such work as should have been undertaken by Grantor. Grantee may enter and perform such work without prior notice, or in less than fifteen (15) days after written notice is sent by Grantee to Grantor, in an emergency as determined by Grantee, such as if personal injury or material damage to property may be imminent. Grantor shall be liable for the costs of any maintenance or repair undertaken by Grantee, the entire costs of which shall be promptly paid to Grantee by Grantor, with interest accruing on unpaid amounts at ten percent (10%) compound interest per annum. Upon recordation by Grantee of a claim for reimbursement hereunder against the Property, Grantee shall have a foreclosable lien upon the Property to secure the reimbursement.

In addition to the other remedies provided for above, upon the failure of Grantor to maintain or repair the Storm Water Easement Premises, Grantee shall be entitled to all remedies at law or equity to enforce Grantee's rights and Grantor's obligation herein, including all remedies for the abatement of a nuisance, which remedies shall be cumulative and not exclusive. If a judgment is entered against Grantor, Grantor shall pay all reasonable attorney's fees and costs of Grantee. Grantee shall not be liable to Grantor or any party claiming through Grantor for any damage caused by Grantee in the performance of any maintenance or repair undertaken pursuant to this Easement. Failure to enforce a right granted in this Easement shall not be deemed a waiver of such right or any other rights hereunder. No third party beneficiary shall be entitled to claim any rights hereunder.

4. **COVENANTS RUNNING WITH THE LAND.** This Easement, and all the rights, conditions, covenants and interests set forth herein and created hereby are intended to and shall run with the land and shall be binding upon and inuring to the benefit of Grantor and

Grantee and their respective successors and assigns. The owners of any portions of the Property shall be jointly and severally liable for the reimbursement of Grantee's fees and costs incurred hereunder. If title to any or all of the Property is vested in a land trust, any beneficiaries thereof shall be personally liable for all obligations imposed hereby on the owner of such property or portion thereof owned.

5. **TERM OF EASEMENT**. This Easement shall be perpetual in duration.

6. **RIGHTS RESERVED**. Grantor reserves unto itself all rights not materially inconsistent with this Easement, including the right to improve the Property and to grant easements and other rights and interests in and to said property, so long as Grantee's rights herein are not reduced or impaired.

7. **MISCELLANEOUS**. No modification or amendment of this Easement shall be of any force or effect unless in writing executed by both Grantor and Grantee and recorded in the public records of Cook County, Illinois. If Grantor or Grantee obtains a judgment against the other party by reason of breach of this Easement, attorneys' fees and costs shall be included in such judgment. This Easement shall be interpreted in accordance with the laws of the State of Illinois.

IN WITNESS THEREOF, Grantor and Grantee have caused this Easement to be executed as of the day and year first above written.

GRANTOR:

ST. VINCENT FERRER'S LITERARY SOCIETY,
an Illinois not-for-profit corporation

By: Thomas L. Tinkler

Date: March 10, 2017

GRANTEE:

VILLAGE OF RIVER FOREST,
an Illinois municipal corporation

By: _____

_____, Village President

Attest: _____

_____, Village Clerk

Date: _____

ACKNOWLEDGMENTS

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 _____, personally known to me to be the President of the Village of River Forest, and _____, personally known to me to be the Village Clerk of said municipal corporation, 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 municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2017.

Notary Public

Commission expires: _____

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 Thomas K. McDermott, personally known to me to be the Pastor of St. Vincent Ferrer's Literary Society, an Illinois not-for-profit corporation, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument and caused the corporate seal of said not-for-profit corporation to be affixed thereto, pursuant to authority given to him/her as the free and voluntary act of said not-for-profit corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 7th day of March, 2017.

Sandra M. Remis
Notary Public

Commission expires: 10-17-2018



GROUP EXHIBIT A

**DEPICTION AND LEGAL DESCRIPTION OF THE PROPERTY
AND THE STORM WATER EASEMENT PREMISES**

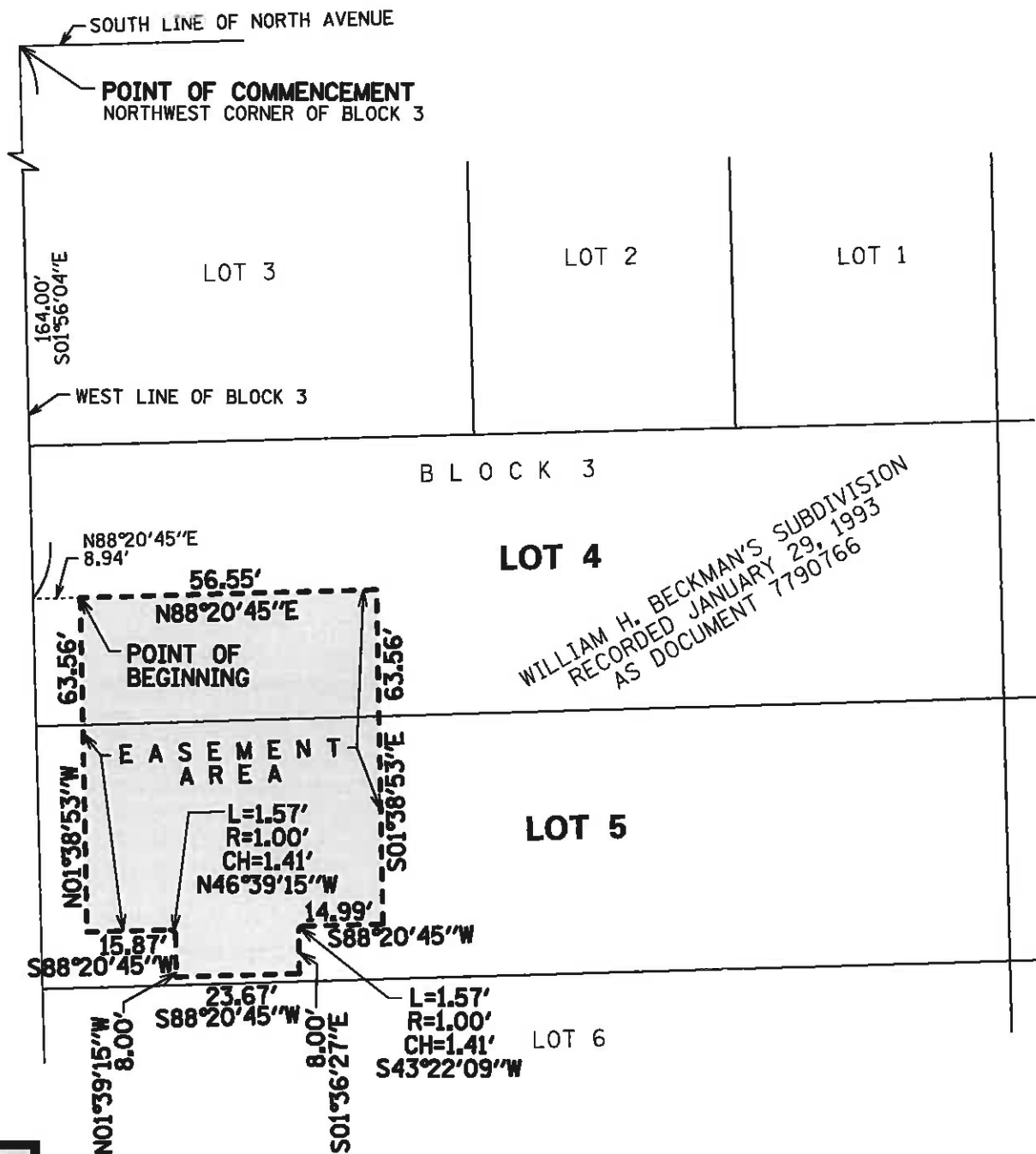
(attached)

EXHIBIT "A"



SCALE: 1" = 30'

LATHROP AVENUE



9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018 Phone: (847) 696-4060 Fax: (847) 696-4065

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

DATE: 09/20/2016

JOB NO: 8839

FILENAME: 8839EASE-EXB

PAGE 1 OF 1

EXHIBIT A-1

LEGAL DESCRIPTIONS

The Property is legally described as:

BLOCKS TWO (2) AND THREE (3) IN WILLIAM H. BECKMAN'S SUBDIVISION OF THE WEST HALF (W1/2) OF THE WEST HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION ONE (1), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE TWELVE (12), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 1530 Jackson Avenue, River Forest, Illinois

PIN: 15-01-200-023-0000

The Storm Water Easement Premises is legally described as:

THAT PART OF BLOCK THREE (3) IN WILLIAM H. BECKMAN'S SUBDIVISION OF THE WEST HALF (W1/2) OF THE WEST HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION ONE (1), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE TWELVE (12), EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 3; THENCE SOUTH 01 DEGREES 56 MINUTES 04 SECONDS EAST ALONG AN ASSUMED BEARING, BEING THE WEST LINE OF SAID BLOCK 3, A DISTANCE OF 164.00 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 45 SECONDS EAST, DEPARTING FROM SAID WEST LINE, 8.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 20 MINUTES 45 SECONDS EAST 56.55 FEET; THENCE SOUTH 01 DEGREE 38 MINUTES 53 SECONDS EAST 63.56 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 45 SECONDS WEST 14.99 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 1.57 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1.00 FEET AND WHOSE CHORD BEARS SOUTH 43 DEGREES 22 MINUTES 09 SECONDS WEST 1.41 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01 DEGREE 36 MINUTES 27 SECONDS EAST 8.00 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 45 SECONDS WEST 23.67 FEET; THENCE NORTH 01 DEGREE 39 MINUTE 15 SECONDS WEST 8.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 1.57 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1.00 FEET AND WHOSE CHORD BEARS NORTH 46 DEGREES 39 MINUTES 15 SECONDS WEST 1.41 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88 DEGREES 20 MINUTES 45 SECONDS WEST 15.87 FEET; THENCE NORTH 01 DEGREE 38 MINUTES 53 SECONDS WEST 63.56 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Address: 1530 Jackson Avenue, River Forest, Illinois (part)

PIN: 15-01-200-023 (part)

Village of River Forest POLICE

DEPARTMENT MEMORANDUM



TO: Eric Palm- Village Administrator

FROM: Gregory Weiss- Chief of Police

DATE: March 7, 2017

SUBJECT: February 2017 Monthly Report

Crime Statistics

During the month of February Part I crimes increased by 7 reported offenses compared to the same time last year. There was a slight increase in Part II reported crimes in February, the majority of which can be contributed to an increase in traffic enforcement (up 13% from last year).

	Feb. 2016	Feb. 2017	Diff. +/-	% +/-	YTD 2016	YTD 2017	Diff. +/-	% +/-
Part I*	11	18	7	64%	31	38	7	23%
Part II**	70	78	8	11%	152	168	16	11%
Reports***	155	156	1	.01%	319	313	-6	-2%
Events****	1321	1931	610	46%	2775	3988	1,213	44%

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

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

*** Reports (new category) include total number of reports written by officers during the month. This data was compiled beginning in Sept. 2015

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

Town Center

The police department conducted 118 calls for service at the Town Center properties; of those calls there was five (5) reported crimes which included three (3) retail thefts and two (2) other thefts.

Community Support

During the month of February our School Resource Officer (SRO) taught several “Too Good for Drugs” classes at both the public and private schools. This course is the replacement for the DARE classes previous taught at the grade schools. The curriculum discussions include not only about the dangers of drugs but also about bullying and building self-confidence.

The SRO also attended the Behavioral Threat Assessment training seminar held at District 97, this training will allow him to assist our school district in assessing at risk youth.

During February, Officer Czernik continued to participate in the OPRF M-Team meeting at Oak Park Township. This meeting allows participants to give input on programs that will help youth who are in need of special attention.

Upcoming Special Events for March: Share the Warmth Relay Race March 19th

Active Solicitor Permits		
Individual or	Description	Expires
Pointe Pest Control	Pest Control Services	21-Jun-17
Budget Right Handyman	Handyman Certificates	24-Jun-17
Melanie Darro Inc.	Dry Cleaning Promotions	29-Jul-17
Comcast	Internet Services	16-Sep-17
Edward Iones	Financial Services	4-Oct-17

Budget and Fiscal Monitoring

February 1st –February 28th

February completes the tenth month of FY17, and parking citation revenue for the fiscal year is below the estimated projection. Administrative Tow revenue was higher than the projected revenue for the month of February, however Admin. Tow year to date projections are slightly below the average. In addition we have met our annual projection for Local Ordinance violations, and overtime in February was lower than the monthly projection.

Revenue/Expenditure Summary

Category	Total # Paid 2/17	Total # paid FY17 Y-T-D	Expenditure/ Revenue 2/17	FY17 Y-T-D Expenditure/Revenue
Parking/Compliance Citations	277	2,711	\$11,408	\$125,626
Admin. Tows	30	213	\$15,000	\$106,500
Local Ordinance	0	21	0	\$5,407
Overtime	177hrs.	2,366hrs.	\$11,347	\$143,925

Significant Arrests:

17-00173: Reckless Driving/Drag Racing:

On February 04, 2017 a River Forest officer was on patrol in the area of the North and Lathrop when they observed two vehicles traveling e/b North at speeds in excess of 80mph. The vehicles appeared to be racing each other down North Ave. The officer completed a traffic stop on both vehicles in the area of the 7000 block of North. The drivers, 26 year old female from Chicago and the 25 year old male from Chicago were arrested. Both were charged with Aggravated Speeding, Reckless Driving and Street Racing. Both were released on bond.

17-00206: Felony DUI, Obstructing a Peace Officer, Resisting a Peace Officer:

On February 10, 2017 a River Forest officer observed a vehicle in the 7800 block of North Ave. driving erratically. The driver, a 26 year old male from Chicago made a quick erratic turn, exited the vehicle, and began to walk away. The officer asked the male driver several times to return to his vehicle and provide identification. The male driver did not comply, and was advised to place his hands behind his back by the officer. The driver again refused to comply. Officers physically had to subdue the male and deploy a TASER before the subject was taken into custody. He was charged with Felony DUI, Obstructing a Peace Officer, and Resisting a Peace Officer.

17-00222: PCS Arrest:

On February 13, 2017, a River Forest officer was on patrol in the Town Center parking lot at 7200 blk of Lake St when the officer observed a vehicle pull into the parking lot. The occupants of the vehicle split up; one male subject went into the Starbuck's and the other two subjects (one male, one female) into the Noodles & Co. As the officer entered the Starbuck's, he observed the subject exit the bathroom (which is a known location for narcotics use) and the subject appeared to be under the influence. The officer followed the subject out the door and the other two subjects exited the Noodles & Co. All three subjects entered their vehicle and pulled out of the lot. The officer saw that the vehicle had multiple obstructions blocking the windshield, which is a violation of the vehicle code, and the officer conducted a traffic stop on the vehicle in the 100 blk of Harlem Ave. The officer made contact with the driver, a 27 year old male from Lake Zurich, the front seat male passenger and the rear seat female passenger. The driver provided a valid driver's license but the driver did not have proof of insurance. The front seat male passenger (subject who went to the Starbuck's) was the owner of the vehicle and he was also unable to locate an insurance card for the vehicle. A search of the front seat male passenger revealed a syringe, a knife, and 4 small baggies; 2 empty baggies and 2 baggies containing suspected heroin. A search of the passenger side compartment revealed another 2 baggies containing suspected heroin. A search of the driver yielded a syringe and the search rear seat female passenger yielded negative results for contraband. The front seat male passenger was taken into custody. Vehicle was released to the driver. The driver was cited for no insurance and for obstructed front windshield. The driver and rear seat female passenger were released from the scene. The front seat male passenger was transported to RFPD. The subject was charged with PCS and placed into a cell awaiting bond hearing.

17-00228: Criminal Trespass To Motor Vehicle:

On February 14, 2017 River Forest officers received a call of a suspicious vehicle that was last seen E/B North Ave. from CVS located at 7929 North Ave. The caller provided a license plate for the vehicle and the vehicle was entered into LEADS as stolen. Officers located the vehicle and the driver, a 37 year old male from

Northlake at the 7-11 located at 1140 Harlem. He was taken into custody, and was found to be in possession of the keys for the vehicle which was taken from Melrose Park. The Cook County Felony Review Unit declined to charge the subject with Possession of a Stolen Motor Vehicle, and he was subsequently charged with criminal trespass to a vehicle and released after posting bond.

17-00254: DUI Arrest:

On February 19, 2017, Forest Park police advised they were trying to locate a driver asleep at the wheel on Madison St and put out information on a partial plate of the vehicle. The officer was on patrol in the area and observed a vehicle matching the description and partial plate traveling w/b on Madison at Thatcher. The officer observed multiple IVC violations and conducted a traffic stop on the vehicle at Madison west of 1st Ave. The officer made contact with the driver, a 36 year female from Maywood, who showed signs of alcohol impairment. The driver provided a valid driver's license but could not produce insurance. The driver submitted to field sobriety tests at the scene of the stop and she failed all of them. The driver was taken into custody and transported to the station. The vehicle was towed from the scene and during the inventory search of the vehicle; an open bottle of alcohol was located in the driver's purse. At the station, the driver was read the warning to motorist and refused to submit a breath test. The driver was charged with DUI and other IVC violations, and then placed in a cell awaiting bond.

The following chart summarizes and compares the measured activity for all three patrol watches during the month of February 2017:

	Midnights 2230-0630	Day Watch 0630-1430	Third Watch 1430-2230
Criminal Arrests	8	7	4
Quasi-Criminal Arrests	5	0	1
DUI Arrests	6	1	3
Misdemeanor Traffic	25	6	6
Hazardous Moving Violations	132	56	57
Compliance/Parking Citations	227	98	57
Warrant Arrests	3	1	1
Premise Checks/Foot Patrols	181	229	280
Field Interviews	15	20	49
Traffic Stops	199	225	225
Written Reports	41	56	78
Administrative Tows	17	8	7
Sick Days	2	5	0

Detective Division

During the month of February, the Detective Unit opened up/reviewed fifteen (15) cases for potential follow-up. Of those cases, one (1) was Cleared by Arrest, three (3) cases were Exceptionally Cleared, seven (7) were Administratively Closed or Suspended, one (1) was Unfounded, and one (1) was Referred to Other Jurisdiction, and two (2) are pending. The Unit also continued to investigate open cases from previous months.

Year to Date Arrest Statistics

Quantity Arrested	# Felony Charges	# Misdemeanor Charges	# Warrants
9	2	7	0

February 2017 Case Assignment Summary

Part I	# Cases	Cleared by Arrest	Adm Closed	Screen Out	Susp	Except	Pend	Refer	Unfound
Battery	1						1		
Residential Burglary	1						1		
Burglary from Auto	1		1						1
Theft	4		2			1			
Total Part I	7	0	3	0	0	1	2	0	1
Part II	# Cases	Cleared by Arrest	Adm Closed	Screen Out	Susp	Except Clear	Pend	Refer	Unfound
Assault	1		1						
Assist Other Agency-Found Property	1		1						
Deceptive Practice	1					1			
Retail Theft	5	1	3			1			
Total Part II	8	1	5			2			
TOTALS	15	1	8	0	0	3	2	0	1

Training

During the month of February 2017, the Department sent eighteen (18) Police Officers for a total of two hundred and forty-eight (248) hours of training. The information detailing the courses and total training time is listed below.

Officer Name	Course Title	Start	End	Hours
Bowman	Taser X26P End User Recertification	02/22/2017		8
Buckner	Mental Health First Aid	02/17/2017		8
Buckner	Taser X26P End User Instructor	02/22/2017		8
Carroll	Dealing with the Mentally Ill	02/07/2017		8
Carroll	Taser X26P End User Recertification	02/22/2017		8
Cassidy	Ground Fighting Control Tactics	02/07/2017	02/08/2017	16
Czernik	2017 Student Behavioral Threat Assessment	02/09/2017		8
Czernik	Escaping Neck Restraints	02/21/2017		8
Czernik	Taser X26P End User Recertification	02/27/2017		8
Eberling	Acting Patrol Officer in Charge	02/21/2017	02/22/2017	16

Officer Name	Course Title	Start	End	Hours
Fields	Dealing with the Mentally Ill	02/07/2017		8
Fries	Taser X26P End User Recertification	02/22/2017		8
Greenwood	Basics of Property and Evidence Room Management	02/16/2017		8
Greenwood	Cook County Child Advocacy Center Protocol Training	02/28/2017		4
Greenwood	Taser X26P End User Instructor	02/22/2017		8
Greenwood	Taser X26P End User Instructor	02/27/2017		8
Humphreys	Escaping Neck Restraints	02/21/2017		8
Labriola	Taser X26P End User Recertification	02/27/2017		8
Laird	Basics of Property and Evidence Room Management	02/16/2017		8
Laird	Mental Health First Aid	02/17/2017		8
Laird	Cook County Child Advocacy Center Protocol Training	02/28/2017		4
O'Shea	Procedural Justice for Law Enforcement Agencies	02/17/2017		8
Ostrowski	Ground Fighting Control Tactics	02/07/2017	02/08/2017	16
Pluto	Mental Health First Aid	02/17/2017		8
Ransom	Taser X26P End User Recertification	02/22/2017		8
Swierczynski	Taser X26P End User Recertification	02/27/2017		8
Szczesny	Taser X26P End User Recertification	02/27/2017		8
Tagle	Acting Patrol Officer in Charge	02/21/2017	02/22/2017	16
18	Total			248



MEMORANDUM

TO: Eric J. Palm
Village Administrator

FROM: *James L Eggert*
James Eggert
Fire Chief

DATE: March 3, 2017

SUBJECT: Monthly Report – February – 2017

The Fire Department responded to 167 calls during the month of February. This is about our average number of calls in comparison to 2016. We experienced 6 fire related calls in this month. Emergency Medical Service calls represent 56% of our response activity for the month of February.

Incident Group	Count
100 – Fire	6
200 – Rupture/Explosion	0
300 – Rescue/EMS	93
400 – Hazardous Condition	2
500 – Service Calls	22
600 – Good Intent	21
700 – False Alarm	23
800 – Severe Weather	0
900 – Special Incidents	0

The month of February had the Fire Department completing their work on the budget and finishing the reporting requirements for the Emergency Telephone System Board. A letter of commitment to our surrounding communities and agencies that take and receive calls for service in our community is sent. A report to the Illinois Commerce Commission Clerk and 9-1-1 Program Director, and Attorney General's office was finalized and sent.

Deputy Chief Bohlmann and I attended the Intergovernmental Risk Management Agency (IRMA) Fire Chiefs steering committee meeting. Direction on specific training was the topic. In particular was a discussion on IRMA risk management claim reports.

February 5th through 8th was the MABAS conference in Springfield. Topics included current mass shootings and homespun improvised explosive devices (IED's) incidents on the national and international scene, political review of current bills and public acts, Interoperable communications, urban area search & rescue and firefighter safety 'Everyone Goes Home' program.

The conference was very informative of which much was brought back to share within our department and among the surrounding communities.

Fire Department spent considerable time at Dominican University to review the fire suppression operations, including extent of suppression sprinklers and standpipe locations. All three shifts and administration officers were involved.

TRIPCOM, our three-community Medical Reserve Corps (MRC), continues to plan a functional capacity exercise for Fall 2017. The next meeting is scheduled for April.

Officers Meeting

Topic discussed during our monthly department officers meeting include;

- Personnel Evaluations
- Apparatus
- Budget (station, equipment, SCBA compressor)
- Daily Duties
- Radio System
- Communications
- Fuel loads for gasoline powered equipment
- Pre-Plans
- Rapid Intervention Team (RIT)

Incidents of Interest

Incidents within River Forest were a chimney and a stove fire, which caused significant damage.

Significant fires River Forest did respond to were in the Village of Elmwood Park and Oak.

See details below.

Suppression Activities

For the month of February, we responded to 167 emergency calls, which is about our normal amount of calls. Of this total, six were fire related incidents. Four of these fire incidents occurred in River Forest. The other two fire incidents occurred outside of River Forest.

The first fire incident was in Elmwood Park. River Forest crews assisted with extinguishment on a garage fire.

The second fire was a structure fire in Oak Park. River Forest crews assisted with extinguishment, performed overhaul, and performed secondary searches.

The third fire was a chimney fire in River Forest. River Forest crews extinguished the fire with a water can.

The fourth fire was a cooking fire that severely damaged an oven in River Forest. Crews disconnected the oven and ventilated the house. Damage was confined to the oven and estimated at \$2,000.

The other two fires were brush fires that caused no damage. These two fires were found after a controlled burn was completed in the forest preserve.

Training

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

- All shifts continued their assigned building inspections
- All shifts working with new members to acquaint them with our procedures.
- FF/PM McKenna attended Technical Rescue Awareness class on Feb 4 in Spring Grove
- Division 11 Hazardous Material drill was held in River Forest this month. Subject was Command and Hazardous Material sectors
- All shifts completed mandatory training with 'Lock Out, Tag Out' and 'Your Right To Know' Training
- Sue Siorek from Loyola showed us the new CPAP system
- All shifts did quarterly intubations per Loyola

Paramedic Activity

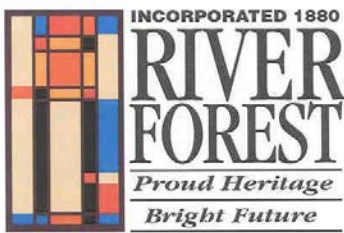
We responded to 93 ambulance calls making contact with 103 patients for the month of February, which is about our monthly average number of EMS calls. Of this total, 47 patients were classified as ALS, 46 were BLS, and 10 were invalid assists. 20 of the 46 BLS patients refused treatment and/or transport.

A detailed monthly EMS report is available for review.

Fire Prevention

During the month of February, the Fire Prevention Bureau conducted 37 Company Inspections with 16 Violations noted and 13 violations corrected.

Fire Marshal Wiley is off on medical leave and a detailed monthly Fire Prevention report is unavailable.



MEMORANDUM

DATE: March 7, 2017
TO: Eric J. Palm, Village Administrator
FROM: John Anderson, Director of Public Works
SUBJECT: Monthly Report – February 2017

Executive Summary

In the month of February the department of Public Works continued to perform winter maintenance operations. This continues to be a particularly mild winter. There were no snow and ice events in the month of February that required a response from Public Works. Staff was able to take advantage of this opportunity to catch up on needed tree trimming, inlet/catch basin cleaning, and street sweeping. These are not tasks that are performed frequently in a typical February; however streets clear of snow and ice allowed these maintenance items to be performed. Public Works management also staff finalized the operating budget documents for fiscal year 2018. A comprehensive tree inventory was compiled for the southern portion of Village's urban forest. Among the data collected were the tree location, size, species, and condition. All of this information will be uploaded to our GIS database for use on more efficient means of future tree maintenance. The data will also be used for more accurate bid specifications for contractual tree trimming and removals.

Public Works items approved by the Village Board of Trustees in February:

- Approve Purchase of a Freightliner Chassis from Truck Country of Wisconsin, Indiana for \$81,938.22 and the Dump Body, Plow and Hydraulics from Monroe Truck Equipment for \$52,384
- Traffic & Safety – Amend Title 9 of the Village Code – Resident Only Parking on the 1000 block of Jackson Avenue
- Award Bid & Contract for William Street Alley to Schroeder Asphalt Services for \$122,179.85
- Declaration of Surplus Property – Public Works Chipper Truck – Ordinance

Engineering Division Summary

- Received and processed 3 grading permits
- Continued design on the 2017 Water Main Improvements Project and submitted to IEPA and IDOT for permits
- Completed design and bid out the 2017 Alley Improvement Project

- Completed bid documents for 2017 Street Patching Program
- Completed bid documents for 2017 Curb and Sidewalk Replacement Program
- Reviewed sewer televising video and completed bid documents for 2017 Sewer Lining Project

Public Works – Operations

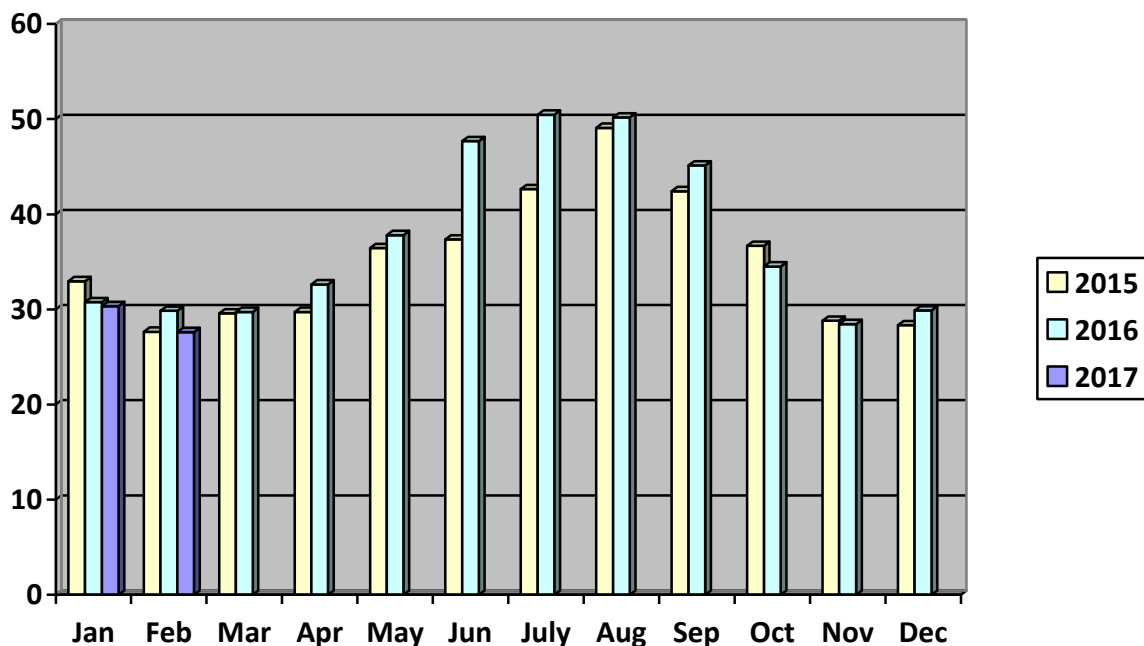
The following is a summary of utility locate requests received from JULIE (Joint Utility Locating Information for Excavators) and work orders (streets, forestry, water, sewer, etc.) that were received and processed during the past 12 months:

	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Utility Locates	142	323	216	292	245	105	151	192	106	46	35	52
Work orders	30	22	45	80	51	52	45	30	12	24	16	16

Water and Sewer

Monthly Pumpage: February's average daily pumpage of 0.99 million gallons (MG) is slightly lower than February's average of 1.03 MG in 2016.

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



In the month of February Water division personnel continued the replacement of batteries within MXUs (water meter reading devices) based on the errors in the meter reading reports performed each month.

Residents and businesses were notified of backflow violations, they were given notice to comply or have the water shut off on a specific date for non-compliance. The purpose of this program is to remain in compliance with IEPA requirements.

The Water division assisted in controlling the water and informed 3 residents that they had service line breaks. The addresses were 7840 Greenfield, 411 Thatcher, 7525 Lake Street, and 910 Park. All of the service line repairs were the responsibility of the property owner. All work was inspected and approved. Water service leaks at 626 and 627 Monroe were repaired by Suburban General Construction on 2/1.

The Water Division personnel performed these additional tasks in February:

- Installed 11 meters
- Responded to 138 service calls
- Exercised 4 water system valves

Streets and Forestry

Staff in the Streets and Forestry division focused heavily on tree trimming, street sweeping, and catch basin cleaning. These are the details of the tasks performed frequently in the month of February:

Description of Work Performed	Quantity
Trees Trimmed	324
Street Sweeping (curb miles)	190
Sign Repairs/Fabrication	11
Sewer Televising (linear feet)	60
Inlet/Catch Basin Cleaning	100



Village of River Forest

Village Administrator's Office

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

MEMORANDUM

Date: March 1, 2017

To: Eric Palm, Village Administrator

From: Lisa Scheiner, Assistant Village Administrator

Subj: Building & Zoning Report - February, 2017

The Village issued 87 permits in February, 2017, compared to 67 during the same month in 2016. Permit activity remains high overall for the second year. Permit revenue has exceeded projections as a result of larger development projects coming to fruition and obtaining building permits. It is anticipated that a building permit will be issued before the end of the Fiscal Year for the addition at St. Vincent Ferrer Church. Permit revenue collected in February, 2017, totaled \$285,493 compared to \$33,422 in January, and was higher because a permit was issued for the Concordia Residence Hall. Large projects and favorable weather conditions have resulted in increased building activity for this time of year. Fiscal Year to-date permit revenue is \$903,349, which is 185% of the \$487,275 projected for FY 16-17 and can be attributed to a temporary increase in large commercial and multi-family residential developments.

Planned Development Project Updates

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

Approved:

- The Promenade (7820 W. Madison Street - Approved July 13, 2015) – Construction and inspection of the townhomes continues. Under the Planned Development Ordinance, construction must be completed by April 13, 2018 for the planned development permit to remain valid.
- Community Bank (7751 Lake Street - Approved March 14, 2016) - Construction continues on the building and a permit has been issued for temporary and permanent signage on the site. The bank is hoping to open the new facility in early April. They were recently notified that MWRD is requiring the replacement of a lateral sewer line that runs under Lake Street, which will require the opening of Lake Street and a permit from IDOT.

- St. Vincent's Church (1530 Jackson - Approved March 23, 2016) – St. Vincent's is anticipating that construction will begin in the spring. The Planned Development Ordinance requires that a permit application be received within nine (9) months of planned development approval. The church's architect submitted permit materials prior to December 23, 2016, therefore, the planned development permit remains valid. The Building Department has completed its review of the plans and the Engineering staff is working through a few remaining issues. Under the Planned Development Ordinance, construction must commence by June 23, 2017 for the planned development permit to remain valid. Staff continues to anticipate that construction will commence and conclude in the timeline required by the Village's building permit and zoning timelines.
- Concordia University Residence Hall (Bonnie Brae Place - Approved July 12, 2016) – A building permit has been issued for this project. Neighboring residents have been notified by CUC that there will be a temporary road closure along certain portions of Bonnie Brae Place in early March while a large crane is assembled on site. This crane will be used to place the major structural components in place. Under the Planned Development Ordinance, construction must be completed by April, 2019 for the planned development permit to remain valid.
- Fenwick Artificial Turf Field (Approved September 26, 2016) - Engineering review of the project has continued but no building permit application has been received.
- The Avalon (Bonnie Brae Condominiums - 1101-1111 Bonnie Brae Place - Approved November 17, 2016) – The developer is in the process of finalizing construction drawings so that a building permit application may be submitted. The developer hopes to commence construction in the spring. Under the Planned Development Ordinance, the developer must submit a completed permit application by August 17, 2017 for the planned development permit to remain valid.

Pending:

- Concordia University Cell Tower (7400 Augusta) - The University introduced the property to the Village Board on January 9, 2017, regarding a possible increase to the height of a portion of the parking garage to allow for the installation of an additional cellular antenna. A notice was mailed to residents that a neighbor meeting will be held on March 15, 2017 at 7:00 p.m. at the KCC. It is anticipated that the University will submit an application following the neighbor meeting.
- Lake Street & Lathrop Avenue – The Village met with the new development partner, Sedgewick Properties, as well as Keystone Ventures in mid-January to discuss the planned development process and application requirements. It is anticipated that a complete application will be submitted by March 14, 2017.
- Dominican University Student Commons in the Heart of Campus – The University met with the Village Board and held pre-filing conference with the DRB; however, commencement of the planned development process has been delayed.
- River Forest Park District – The Park District met with Board regarding the proposed addition to their facility on Lake Street; however, no further action or notice has been received regarding applicant's desire to proceed with the process.

Permit and Real Estate Transfer Activity Measures

Permits

Month	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
May	97	101	113	124	178
June	113	99	104	144	179
July	71	76	112	150	140
August	128	105	84	144	145
September	123	83	111	180	130
October	84	82	120	149	140
November	64	62	55	72	98
December	37	39	43	79	55
January	35	23	24	66	107
February	19	27	22	67	87
March	42	47	41	109	
April	71	93	78	97	
Two Month Comparison	-	50	46	133	194
Fiscal Year Total	884	837	907	1,381	1,259

Real Estate Transfers

	February 2017	February 2016	FY 2017 Total	FY 2016 Total
Transfers	12	9	203	230

Residential Property Demolition

	February 2017	FYTD 2017 Total	FY 2016 Total	FY 2015 Total
Residential Demolitions	0	7	3	2



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

MEMORANDUM

Date: March 8, 2017

To: Eric Palm, Village Administrator

From: Lisa Scheiner, Assistant Village Administrator

Subj: Village-Wide Performance Measurement Report – February 2017

Building Department Performance Measures	FY 2016 Actual	FY 2016 Goal	February Actual	FY 2017 YTD
Plan reviews of large projects completed in 3 weeks or less	81% (115 of 142)	95%	100% (13 of 13)	61% (78 of 127)
Re-reviews of large projects completed in 2 weeks or less	92% (167 of 182)	95%	100% (9 of 9)	69% (102 of 147)
Plan reviews of small projects completed in 5 days or less	97% (77 of 79)	95%	100% (3 of 3)	100% (135 of 135)
Express permits issued at time of application	99% (244 of 246)	100%	100% (7 of 7)	99% (178 of 179)
Inspections completed within 24 hours of request	100% (1249 of 1249)	100%	100% (180 of 180)	100% (1390 of 1390)
Contractual inspections passed	95% (1266 of 1331)	80%	85% (153 of 180)	92% (1272 of 1390)
Inspect vacant properties once per month	98% (350 of 356)	100%	100% (37 of 37)	100% (328 of 328)
Conduct building permit survey quarterly	5	1 per quarter	0	3
Make contact with existing business owners	60	5/month 60/year	5	50

Fire Department Performance Measures	FY 2016 Actual	FY 2016 Goal	February Actual	FY 2017 YTD
Average fire/EMS response time for priority calls for service (Includes call processing time)	4:18 minutes	5 Min	4:22 minutes	4:05 minutes
Customer complaints and/or public safety professional complaints	0%	<1%	0%	0%
All commercial, multi-family and educational properties inspected annually	391	335 inspections	37	270
Injuries on duty resulting in lost time	1	<3	0	0
Plan reviews completed 10 working days after third party review	1.82 days on average	<10	8. days on average	3.8 days on average
Complete 270 hours of training for each shift personnel	6106.	4824	570.3	7025.
Inspect and flush fire hydrants semi-annually	803	892 annually	0	1507

Police Department Performance Measures	FY 2016 Actual	FY 2016 Goal	February Actual	FY 2017 YTD
Average police response time for priority calls for service (Does not include call processing time)	3:41 minutes	4:00	5:36 minutes	4:05 minutes
Injuries on duty resulting in lost time	4	0 Days Lost	1	1
Reduce claims filed for property & vehicle damage caused by the Police Department by 25%	0	<3	0	2
Maintain positive relationship with the bargaining unit and reduce the number of grievances	4	0%	0	1
Reduce overtime and improve morale by decreasing sick leave usage	762 days	10% reduction	9 days	101.5 days
Track accidents at Harlem and North to determine impact of red light cameras	18 accidents	10% reduction	2 accidents	18 accidents
Decrease reported thefts (214 in 2012)	182	5% reduction	9	167
Formal Citizen Complaints	N/A	0	0	0
Use of Force Incidents	N/A	0	1	5
Send monthly crime alerts to inform residents of crime patterns and prevention tips	10	1 email/month; 12 emails/year	0	8

Public Works Performance Measures	FY 2016 Actual	FY 2016 Goal	February Actual	FY 2017 YTD
Complete tree trimming/pruning service requests within 7 working days	97% (133 of 137)	95%	100% (3 of 3)	94% (133 of 141)
Complete service requests for unclogging blocked catch basins within 5 working days	100% (15 of 15)	95%	N/A (0 of 0)	100% (13 of 13)
Percent of hydrants out of service more than 10 working days	0.03% (1 of 3960)	<1%	0.00% (0 of 440)	0.00% (0 of 3960)
Replace burned out traffic signal bulb within 8 hours of notification	100% (4 of 4)	99%	N/A	100% (2 of 2)
Complete service requests for patching potholes within 5 working days	100% (14 of 14)	95%	100% (2 of 2)	100% (9 of 9)
Repair street lights in-house, or schedule contractual repairs, within five working days of notification	92% (68 of 74)	95%	100% (8 of 8)	98% (46 of 47)
Safety: Not more than two employee injuries annually resulting in days off from work	0	≤2	1	2
Safety: Not more than one vehicle accident annually that was the responsibility of the Village	0	≤1	0	0
Televis 2,640 lineal feet of combined sewer each month from April – September	202% (32054 of 15840)	2,640/ month (15,840/ year)	2% (60 of 2640)	190% (35031 of 18480)
Exercise 25 water system valves per month	71% (213 of 300)	25/month (300/year)	16% (4 of 25)	84% (189 of 225)
Complete first review of grading plans within 10 working days	100% (90 of 90)	95%	100% (3 of 3)	100% (73 of 73)

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



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

MEMORANDUM

Date: March 13, 2017

To: Catherine Adduci, Village President
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Village Administrator's Report

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

Thursday, March 23	7:00 pm	Historic Preservation Commission Meeting (2 nd Floor Conference Room)
Monday, March 27	7:00 pm	Village Board of Trustees Meeting (CANCELLED)
Tuesday, April 4	6:00 am – 7:00 pm	<u>Election Day (Consolidated General)</u>
Monday, April 10	6:00 pm	Committee of the Whole Meeting (Budget Presentation)
Monday, April 10	7:00 pm	Village Board of Trustees Meeting
Monday, April 24	7:00 pm	Village Board of Trustees Meeting

****Due to improvements being made to the West Suburban Consolidated Dispatch Center (WSCDC), 911 Operations will be temporarily housed in the Community Room from March 16 through approximately March 29, 2017. Any meetings normally scheduled in the Community Room during those dates, will be moved to the 2nd Floor Conference Room****

Recent Payments of >\$10,000

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

Vendor	Amount	Description
Card Services	\$12,758	Conference Room Chairs, Office supplies, dues
Chicagoland Paving Contractors	\$14,154	Alley Reconstruction & Commuter Lot Improvements
Community Bank	\$13,673	Sewer Loan Principal & Interest
MOE Funds	\$13,470	PW Employee Health Insurance April 2017
SHI International Corp	\$18,246	IT – Replace Dell Drives, Switches for CIP Projects

There were no new business licenses issued this month.

Thank you.



Village of River Forest

Village Administrator's Office

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

MEMORANDUM

Date: March 9, 2017

To: Catherine Adduci, Village President
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Opt Out – Cook County Minimum Wage and Sick Leave Rules

Analysis: As previously discussed, the Village Board provided direction to investigate and consider opting out of the recently adopted Cook County ordinances that create new rules for minimum wage and paid sick leave. Attached please find an ordinance that creates a new Chapter 14 in Title 3 of the Village Code that states the Village will follow all applicable federal and state laws as it relates to these matters and “opt out” of participating with the County rules. This recommendation is based upon the fact that the Illinois Constitution allows municipalities in Cook County to decide whether or not County ordinances, in certain instances, apply within their boundaries. Generally, if a municipal ordinance conflicts with a Cook County ordinance, the municipal ordinance applies. Section 6(c) of Article VII of the Illinois Constitution provides in this regard:

If a home rule county ordinance conflicts with an ordinance of a municipality, the municipal ordinance shall prevail within its jurisdiction.

With a conflict between the County's rules and the Village's rules (following State and Federal Laws), the Village's rules would apply. To be clear, in order to create said conflict, the Village Board must vote “yes” to adopt the Ordinance.

Recommendation: Consider a MOTION adopting an ordinance amending Title 3 of the Village Code with regard to conflicts with certain home rule ordinances – Cook County Minimum Wage and Paid Sick Leave Ordinances.

Thank you.

Attachment
Ordinance

NO. _____

**AN ORDINANCE AMENDING TITLE 3 OF THE
RIVER FOREST VILLAGE CODE WITH REGARD TO
CONFLICTS WITH CERTAIN HOME RULE COUNTY ORDINANCES
(COOK COUNTY MINIMUM WAGE AND PAID SICK LEAVE ORDINANCES)**

WHEREAS, the Village of River Forest (“Village”) is a non-home rule unit of local government as provided by Article VII, Section 7 of the Illinois Constitution of 1970; and

WHEREAS, on October 5, 2016, the County of Cook Board of Commissioners adopted Ordinance 16-5768, entitled “An Ordinance Establishing Earned Sick Leave For Employees In Cook County,” that requires private employers in Cook County to provide a minimum number of paid sick days to employees; and

WHEREAS, on October 26, 2016, the County of Cook Board of Commissioner adopted Ordinance 16-4229, entitled “An Ordinance Creating A Minimum Wage In Cook County,” requiring a minimum wage to be paid by private employers in Cook County; and

WHEREAS, Article VII, Section 6(c) of the Illinois Constitution provides that if “a home rule county ordinance conflicts with an ordinance of a municipality, the municipal ordinance shall prevail within its jurisdiction;” and

WHEREAS, the Village finds that Cook County Ordinances 16-5768 and 16-4229 place an undue and unequal burden on employers within the Village given the current requirements for employers under Federal and State law, and Cook County Ordinances 16-5768 and 16-4229 create and contribute to a burdensome patchwork quilt of regulation regarding the wages and benefits of employees that is properly a matter of Statewide concern that is outside the power of Cook County to regulate; and

WHEREAS, pursuant to its authority under Article VII, Section 6(c) of the Illinois Constitution, the Village finds it in the best interest of the Village, Village residents, Village employers, and the public’s health, safety and welfare to amend the River Forest Village Code to clearly define the sick leave and minimum wage regulations that apply to employers located in the Village as being those set forth in State and Federal law;

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

SECTION 1: That the recitals above shall be and are hereby incorporated in this Section 1 as if restated herein.

SECTION 2: That Title 3 of the River Forest Village Code is hereby amended by adding a new Chapter 14, entitled “Conflicts With Certain Home Rule County Ordinances,” which shall read in its entirety as follows:

“CHAPTER 14 – CONFLICTS WITH CERTAIN HOME RULE COUNTY ORDINANCES

14-1-1: PAYMENT OF MINIMUM HOURLY WAGES AND PAID SICK LEAVE

- A. Employers located within the Village shall comply with all applicable Federal and/or State laws and regulations as such laws and regulations may exist from time to time with regard to both the payment of minimum hourly wages and paid sick leave. Employee eligibility for paid sick leave and minimum hourly wages shall be in compliance with all applicable Federal and/or State laws and regulations as such laws and regulations may exist from time to time.
- B. No additional obligations with regard to paid sick leave or minimum hourly wages imposed by any ordinance adopted by the County of Cook Board of Commissioners shall apply to any employer located within the Village, the Village opts out of any such ordinance(s) adopted by the County of Cook Board of Commissioners, and this ordinance of the Village conflicts with any such ordinance(s) adopted by the County of Cook Board of Commissioners that imposes additional obligations with regard to paid sick leave or minimum hourly wages.
- C. For the purposes of this Section, the term “employee” means an individual permitted to work by an employer regardless of the number of persons the employer employs, and the term “employer” means any person employing one (1) or more employees, or seeking to employ one (1) or more employees, if the person has its principal place of business within the Village or does business within the Village.
- D. For the purposes of this Section, the term “employer” does not mean:
 - 1. The government of the United States or a corporation wholly owned by the government of the United States;
 - 2. An Indian tribe or a corporation wholly owned by an Indian tribe;

3. The government of the State or any agency or department thereof; or

4. Any unit of government.”

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

SECTION 4: Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, 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 after its passage, approval and publication in pamphlet form as provided by law.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 13th day of March, 2017.

Catherine Adduci, Village President

ATTEST:

Sharon Halperin, Village Clerk



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

MEMORANDUM

Date: March 9, 2017

To: Catherine Adduci, Village President
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Consulting Agreement – Lake and Park

Issue: With the desire to reissue a RFP for Lake and Park, Staff is seeking assistance from an outside consultant to:

- Reissue the RFP with a fresh and new perspective
- Work with the development community to understand project feasibility as well as market the project
- Assist the EDC and Village Board with evaluating the responses including, but not limited to: cost data, pro forma analysis, and tax revenue projections

Analysis: The Village sought proposals from three different consultants seeking responses to the scope listed above. The Village received one qualified response from Ehlers and Associates – a copy of which is attached for review. Ehlers is a full service consulting firm that performs work in public finance and economic development among others areas of expertise. In a related project for the Village of Clarendon Hills, Ehlers conducted a downtown master plan study that was comprehensive and thorough.¹ Additionally, the principals working on this project have a nice mix of both private and public sector experience. Ehlers has not previously consulted for the Village of River Forest, and considering this redevelopment site has been “stuck in neutral” since 2010, having a new perspective is important in the hopes of achieving better results. Staff recommends the Village Board approve the proposal from Ehlers & Associates.

Recommendation: Consider the attached proposal and a MOTION to waive formal bidding procedures and authorize an agreement for Consulting Services with Ehlers and Associates for the Redevelopment of Lake Street and Park Avenue Project.

1

Please contact me should you have any questions. Thank you.

Attachment
Proposal

February 27, 2017

Proposal for Economic Development Consulting Services

Village of River Forest, Illinois

Project Contact:

Jennifer M. Tammen, Municipal Advisor/Principal

Phone: 312-638-5263

Email: jtammen@ehlers-inc.com

Other Team Members:

Maureen Barry, Senior Municipal Advisor/Vice President

Sid Inman, Senior Municipal Advisor/Vice President

Mindy Barrett, TIF/BD Coordinator

Proposal for Economic Development Consulting Services

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Proposal for Economic Development Consulting Services

Executive Summary

The following proposal is provided by Ehlers and Associates, Inc. (Ehlers) in response to a request from the Village of River Forest. It is our understanding that the Village is interested in partnering with a consultant to identify a “Developer” (selected developer) to successfully redevelop a specific property located at Lake Street & Park Avenue in River Forest. Ehlers will work with the Village to create and issue a Request for Proposal (RFP) to solicit developer responses. In addition, Ehlers will analyze each proposal response and make recommendations for the redevelopment project.

Ehlers is an independent municipal advisory firm, and Ehlers’ staff has had the pleasure of providing service to local governments in the Midwest since 1955. Over eighty professionals serve clients in Illinois, Colorado, Minnesota, and Wisconsin, among other states. These include eight professionals at the Chicago, Illinois office from which the Economic Development Consulting Services would be performed.

Ehlers offers a complete range of services for economic development. This proposal describes various services for which the Village may engage Ehlers according to its needs at any time. Our team will work with the Village staff to determine the appropriate steps needed to advance the project throughout the process. Ehlers’ advisors will help the Village to ensure that its interests are being protected and to justify to the community any public assistance that may be granted to make the project viable.

This document is divided into three main sections. The first section, **Qualifications**, describes our firm and staff that would be assigned to projects for River Forest and summarizes the relevant experience that these team members would bring to the Village of River Forest. The second section, **Scope of Services and Project Approach**, describes services that may be required by the Village. The last section, **Similar Projects**, describes redevelopment projects which Ehlers has recently completed or are in progress. Contact information, which may be used for references, is provided within this section.

Qualifications

About Ehlers

Ehlers is an independent public municipal advisory firm. We have been in business since 1955 working exclusively for public sector clients throughout Illinois and the Midwest.

Our goal is helping local governments find the financial resources they need to build the communities they envision.

Our services are grouped into four main categories, representing our core areas of expertise:

- Economic Development and Redevelopment
- Debt Planning & Issuance
- Financial Planning
- Strategic Communications

At Ehlers, all employees have ownership in the company and take ownership in serving clients. Ownership sets the tone for the operation of the firm and the nature of the services clients receive. All-employee ownership at Ehlers means:

- Every Ehlers employee has a vested interest in providing the best possible service.
- Our focus is on the long-term success of our clients, not solely on short-term profit and return on investment.

Our dedication to “how” we deliver our services is as unique and comprehensive as the service itself. We listen to our clients’ needs, maintain highly qualified employees to team with them, and present customized options to help decision-makers confidently select the best and lowest cost solutions for their citizens.

Ehlers has helped communities to upgrade and improve infrastructure; revitalize deteriorated or outmoded commercial areas; attract development to improve job opportunities and the local economy; rehabilitate neighborhoods; and bring new development to areas that are impaired by market or physical constraints.

Federal Registration as a Municipal Advisor

The Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act") enacted on July 21, 2010 requires firms/persons who are "Municipal Advisors" to register with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB). Generally, a municipal advisor is any person that provides advice to a municipal entity or obligated person concerning the timing, terms, structuring or similar matters of a municipal security or provides advice with respect to municipal financial products. Municipal Advisors have a federal fiduciary duty to represent their municipal entity client’s best interests as part of any engagement.

Ehlers and Associates, Inc. (Ehlers) as a firm and our Municipal Advisors are included within the definition of “municipal advisors” and are required to register with the SEC as such. We have registered as a Municipal Advisor with the Securities and Exchange Commission (SEC). Ehlers Registration No. is 866-00266-00. Confirmation of Ehlers’ registration can be viewed the SEC and MSRB websites.

We are a charter member of the National Association of Municipal Advisors (NAMA) (<http://www.municipaladvisors.org/>). This professional association is dedicated to high ethical standards and is committed to providing independent advice when serving as advisors to municipal entity clients.

Project Team

Ehlers uses a team approach with Municipal Advisors assisted by research analysts. One Municipal Advisor will have primary responsibility for our work with the Village and will be assisted by several other Municipal Advisors and research analysts. This approach affixes responsibility and assures continuity of service for the client from the time the proposal is submitted through any follow-up work. Additionally, it allows a better match of Ehlers' staff expertise and experience to the particular needs of the Village.

The staff at Ehlers views ourselves as an extension of the Village’s staff and as part of the Village’s team to make sure economic development activities occur in accordance with the Village’s expectations. Work on any River Forest projects would be performed from our Chicago, Illinois office, and Ehlers makes every attempt to be available on short notice for meetings and conference calls. We are in constant contact with our clients to make sure their needs are being met.

Jennifer Tammen, Municipal Advisor/Principal

Jennifer will serve as the lead advisor for the City. Jennifer joined Ehlers in 2014. Jennifer has nearly 17 years of progressive experience and success within the real estate development field. She has represented clients on matters related to zoning and entitlements, planning, economic development, TIF, pro forma analysis, deal structuring and developer negotiation, and project management. Prior to joining Ehlers, Jennifer formed and worked for her own firm, THE TAMMEN GROUP. She has also served as Director of Planning for Norwood Builders, Inc., as Redevelopment Project Manager for the Village of Oak Park, Illinois, and worked as a project associate for S.B. Friedman & Company. Jennifer has been a key team member on a number of projects including TIF eligibility studies, financial feasibility and modeling, and redevelopment planning. Jennifer’s focus is to serve Illinois municipalities in the areas of economic incentives analysis, TIF consulting, redevelopment deal structuring and special studies to identify solutions to achieve project goals.

Maureen Barry, CIPMA, Senior Municipal Advisor/Vice President

Maureen joined Ehlers in January 2008. Prior to that time, she worked in local government for over 15 years, most recently as the Assistant Village Manager in Wilmette, and before that, for the City of Evanston and the City of Glendale, Arizona. In these roles, she worked with local government leaders and other key players in planning and managing a wide variety of

governmental operations and projects. Maureen has assisted Ehlers' clients with economic development, financial consulting and municipal debt issuance projects in the City of Danville, City of Geneva, City of Macomb, City of North Chicago, Village of Oak Park, City of Peoria, City of Rock Island, Village of Tinley Park, Village of Wheeling, and Village of Willowbrook, among others.

Sid Inman, Senior Municipal Advisor/Senior Vice President

Sid has over 30 years of experience in the area of public finance and redevelopment. He is an industry leader in tax increment, developer recruitment and negotiations, pro forma analysis, and bond work. He has participated in over 200 different development projects in communities of all sizes. Sid brings to this project significant experience in conducting financial feasibility and pro forma analysis of development projects. Communities Sid has served include the Village of Bradley, Village of Tinley Park, Village of Fox River Grove, and Village of Willowbrook, as well as the City of St. Paul, Minnesota and numerous other Illinois and Minnesota cities.

Mindy Barrett, TIF/BD Coordinator

Mindy has been with Ehlers since 2006 and serves as a Tax Increment Financing Coordinator in our Chicago office. She is responsible for assisting in the development and implementation of TIF projections and analysis, including gathering data from counties and the state of Illinois. Mindy would be involved in this project, assisting with data research and financial modeling.

In addition, the Ehlers Project Team will use expertise and resources from our other offices, if necessary, to meet the needs of the Village. Resumes for Jennifer Tammen, Maureen Barry, and Sid Inman are attached in **Appendix 1**.

Scope of Services and Project Approach

Ehlers offers the following approach to assist the Village in identifying a potential Developer for a redevelopment project located at Lake Street & Park Avenue in River Forest. It is our understanding that the site has been considered for a mixed-use development that could incorporate both residential and commercial uses. The site is located at the western end of the Village's Business District, which was established in 2016. Ehlers will assist the Village in the identification of potential development options through a defined process, proposed as follows:

Project Initiation Meeting

The first step in the process is to meet with the Village Staff to discuss the overall process and ensure that Ehlers has a thorough understanding of the Village's goals for the process. Topics to be covered include:

- Discuss the tasks and timeline of the project.
- Discuss "Developer Roundtable Steering Committee" participants (we suggest 5-6 members, from the Village staff, Village Board and EDC).
- Identify any additional sources of data required to complete our analyses.

Developer Identification & Roundtables

Ehlers would use its considerable database of contacts in the development community to create a list of housing, office, and commercial developers that can provide a current market perspective on development feasibility and allow the Village to assess development interest in the property. Our recommendation is to allow the development community to give their unbiased feedback on the market potential, notwithstanding the recent public discussions on use, height and density.

Ehlers, along with the Village's Developer Roundtable Steering Committee, will then send notices to and conduct meetings with these developers and real estate professionals in an informal setting. Each developer meeting will last approximately one hour (45 minutes with the developers and 15 minutes debriefing with staff). We anticipate hosting two developer meetings. The purpose would be to solicit feedback from developers as well as familiarize developers with the advantages of each site.

There are several advantages to these types of meetings. First, this is an opportunity to spread the word about the site's potential to the development community. The Village would gain insight into the current real estate market without being pressured by a developer or broker. In today's uncertain market, the meetings would offer perspective into the type of tenants that are looking to expand their footprint and those tenants' needs for certain site attributes. The Village would also gain an understanding of how any changes to the infrastructure may help spur development. These meetings can provide an understanding of what the market will support and the type and number of tenants that would be interested in the location. If necessary, the Village may wish to have a market study completed by a real estate professional at this time.

Request for Proposal (RFP)

Ehlers will then prepare a Request for Proposal (RFP) based on information gathered at the roundtables, and the market study if one is conducted. The RFP is sent to a list of qualified

developers with whom Ehlers has experience or knowledge, as well as those identified by the Village. Ehlers will perform the following tasks:

- Meet with Village staff and with EDC to develop a full understanding of the Village's criteria for the Request for Proposal.
- Meet with Village administration and Board to discuss any policy-related matters and goals for development of the property.
- Identify and inquire about criteria relevant to the Developer selection.
- Create the Request for Proposal (RFP) document.
- Disseminate notice of availability of the RFP to qualified developers, including the attendees of the Developer Roundtables.

Developer Selection

Ehlers will then assist the Village in evaluation of the received proposals, and then provide information to the Village as the basis for their selection of the Developer. Ehlers will perform the following tasks for each response:

- Independently evaluate each developer application, including the developer's vision and concept for the project.
- Analyze the developer's project cost data, including significant financial components (land, construction and financing cost, projected lease and sale revenues) in the context of industry and market standards.
- Conduct a pro forma analysis of the developer's estimated total sources (equity and financing), uses (project costs), extent of financial gap, and the developer's initial rate of return on investment (IRRI) or the developer's other measure. We will run the developer's assumptions through our internal financial model and measure against our understanding of current market assumptions.
- Prepare and analyze tax revenue projections. Our revenue projections will estimate the impact of new development to the equalized assessed value (EAV) of the property and the expected level of Village revenue, which are derived primarily from property and sales taxes. These projections are used to help determine the amount of tax revenue that may be generated by the Project and the overall amount that may be available to fund components of the Project and/or other capital projects.
- Determine the financing gap and amount of public assistance required (if any). We will model the pro forma and gap analysis using the developer's assumptions to verify whether the Project is economically viable without Village financial assistance.
- Identify potential resources to cover the cost of any required public assistance at a high level view. (More detailed analyses can be conducted as described below under the "Optional Services" section.)
- Prepare a memorandum summarizing the results of the evaluation of the developers' project assumptions and gap analysis, as well as our projections of property and sales taxes for discussion with the Village Staff. Our memorandum will also include a discussion of other potential financing methods and tools. The report will be presented to Village staff for review and comment.
- Present our final report and facilitate discussions at a joint Village Board/EDC meeting.

Optional Services

Beyond this proposed Scope of Services, Ehlers is prepared to assist the Village on an hourly rate basis with additional economic development services which could be performed in conjunction with, or in addition to, the developer selection services described previously.

Developer Negotiation and Agreement Implementation

Ehlers has extensive experience in negotiating development agreements for a wide range of commercial, residential, and mixed-used projects. Just as critical as experience in this area, is the need for a consultant that is independent. When Ehlers works in a municipality, it works for the municipality – not the developer. Our policy of only working for local governments and our fiduciary responsibility as Municipal Advisors means that the Village can be assured that we will represent its best interests.

Steps

- Confirm the Village Board and staff's redevelopment goals for the property and surrounding area(s) in light of the previous process findings.
- Review public improvement costs required for redevelopment.
- Review preliminary pro forma findings with the selected Developer. (This provides an opportunity to verify analysis with the Developer and make any final adjustments as needed.)
- Seek input from the Village to develop a Term Sheet to use as a starting point for negotiations with the Developer. Negotiate with the Developer regarding provisions to include in the Development Agreement. Work with Village legal counsel to produce a first draft, followed by review of subsequent drafts as amended by others (Village legal counsel or the Developer).
- Work with the Developer and Village officials on a final Development Agreement and present for final consideration and vote by Village Board. This will include consideration of a preliminary financial structure for public and private participation in redeveloping the subject property.

Ehlers has taken a lead role in many development negotiations, as well as provided feedback on redevelopment agreements negotiated by others. The final agreement is subject to attorney approval. Examples of recommendations Ehlers has made include:

- Amount, type, and timing of incentives or assistance to developers.
 - Receipt of incentives geared toward performance.
 - Incentives based on goals of municipality.
- Use of "Look Back" provisions in development agreements, so that if a project is more successful than projected, the Developer returns funds to the municipality.

During and after construction, Ehlers can manage development agreements by determining eligible expenses and calculating reimbursements.

Analyze and Review Alternative Financing Methods

It is our understanding that current property tax and sales tax revenues are the primary funding mechanism being considered for potential Village assistance for the project. (The Village currently has a Business Development District in place, however, a District Sales Tax is not being collected.) However, if the Village would like to get a general understanding of other revenue options, Ehlers can also provide the Village with a good sense of any tools that may be applicable and available to the Village with respect to the project and related Village capital needs.

Village-wide strategies will be evaluated at a high level including other revenue generating tools including a home rule sales tax, food and beverage tax, and others. Access to some of these tools may require the Village to consider pursuing the Home Rule designation.

A. Identify Other Alternative Funding Tools/Revenue Sources

We will review the projects and project area for potential applicability of funding sources including possible opportunities which may benefit the property area according to the provisions of Illinois law as it applies to the sources being considered (i.e., a Business Development District Sales Tax, a TIF District, an SSA, and/or other funding mechanisms as they may apply). We envision this analysis to be primarily narrative to provide the Village with an overall understanding of revenue options that it may wish to explore further as part of an amended or separate scope of work.

B. Review of Debt Capacity

As a registered Municipal Advisor, Ehlers can review the Village's existing debt capacity and ability to issue debt to support the desired projects, in tandem with the revenue generating capacity of any new or amended tools as determined in the previous steps.

Additional information on Ehlers' Economic Development services is enclosed as **Appendix 2**.

Cost of Services

Developer Identification, RFP, and Developer Selection Services

Ehlers will complete the scope of services outlined for Developer Identification, Request for Proposal (RFP) and Developer Selection Services at an hourly fee not-to-exceed price of \$25,000 for review of up to three (3) RFP developer responses. Should the Village receive more than three (3) proposals, Ehlers will charge a flat fee of \$2,000 per each additional proposal. This fee covers all Ehlers' services provided within the Scope of Services for these items as described above.

If additional services (as described in “Optional Services” section or otherwise) are requested by the Village, including services to assist in negotiations regarding requests for municipal incentives by the Developer candidate finalist(s), Ehlers will perform the requested services at the currently hourly rates:

Senior Municipal Advisor	\$225/hour
Municipal Advisor	\$200/hour
Financial Specialist I	\$175/hour
TIF Coordinator	\$175/hour
Clerical Support	\$100/hour

* The above Hourly Billing Rates are in effect through December 31, 2017, at which time these rates will be subject to increase.

Ehlers will charge its hourly rate as specified above for one-way travel to the Client’s location or otherwise as may be required.

Ehlers will invoice the Village for the amount due after the completion of each Phase of work. The fees are due and payable upon receipt of the invoice by the Village.

The Village and Ehlers may also agree to flat fee compensation for certain projects as needed.

Additional information on Ehlers’ services is enclosed as **Appendix 3**.

Similar Projects

The Ehlers Illinois Team has worked successfully throughout Illinois for over 15 years to accomplish municipalities' development and redevelopment goals. The following summaries describe how Ehlers has recently served other Illinois communities. Contacts for these communities may also be used as references.

City of Macomb

The City of Macomb is home to Western Illinois University (WIU). With the assistance of Ehlers, in December 2009 the City adopted a TIF (West Side TIF) that was over 140 acres in size and amended an existing TIF (Downtown TIF), which included an extension of that TIF's term. The new TIF includes downtown commercial parcels surrounding the earlier TIF, as well as other commercial/retail, light industrial and residential land bordering WIU. The residential land consists of mostly student and lower income rental housing. Due to the number of residents and potential relocations within the project area, a Housing Impact Study was completed. As a result of the TIF, among other things, the City has acquired several dilapidated residential properties and purchased right-of-way to implement a street renovation plan to make the area more pedestrian friendly.

The amended TIF is in the Downtown area and was at the very end of its 23 year term. The amendment extended the term of the TIF to 35 years, and removed several parcels, some of which were then incorporated into the new TIF. The amendments also updated the Redevelopment Plan for the TIF in other ways, such as bringing a revised budget and goals for the area in line with the City's current vision for the area and ensuring the plan's compliance with current TIF law.



Ehlers has worked with the City of Macomb on various other economic development and financing initiatives, including a redevelopment agreement and pro forma analysis on a proposed project to redevelop a downtown historic hotel property into an assisted living facility.

Specialized Project Experience

- TIF district creation in a large area with a mix of land uses
- Housing Impact Study in economically depressed residential area
- Redevelopment projects to take advantage of university population and other assets
- TIF extension and amendment
- Downtown redevelopment

Contact:

Dean Torreson, Interim City Administrator
232 E. Jackson Street
Macomb, Illinois 61455
Phone: (309) 837-0501
Email: cityadm@macomb.com

City of Peoria

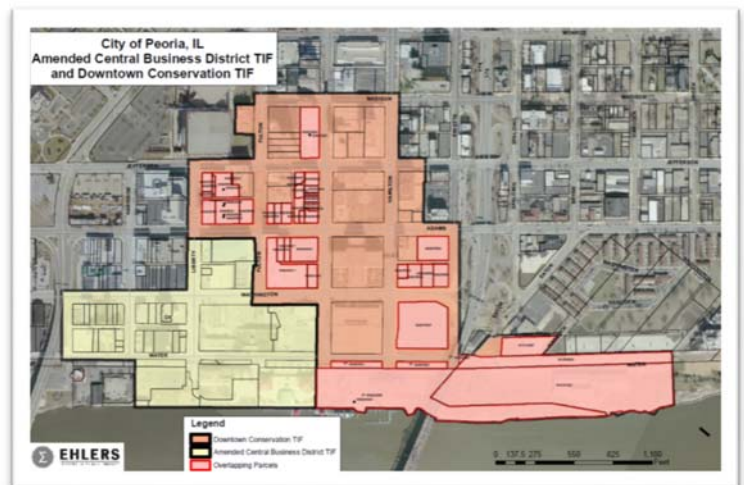
The City of Peoria is the oldest community in Illinois with a population of 115,007 (2010 Census). It is the second largest metropolitan area in Illinois, and boasts the second most densely developed downtown. In 2013, Ehlers assisted the City with the creation of one new TIF District and the amendment of an existing TIF District to spur investment in its Downtown.

An amendment was first made to the Central Business District (CBD) TIF (in Downtown Peoria) to remove parcels from the original redevelopment project area (RPA). Prior to the adoption of the amendment, a study of the amended RPA was performed to confirm that the area would have achieved TIF qualification at the time of the original study without those parcels. The CBD TIF Redevelopment Plan was then updated to incorporate a new budget, goals, and other items. The amendment also added language to bring the Amended TIF Redevelopment Plan into compliance with current TIF Act requirements.

The parcels that were removed from the CBD TIF were then included in the new Downtown Conservation TIF. The Downtown Conservation TIF is the home of Caterpillar, Inc.'s world headquarters. Caterpillar is the world's leading manufacturer of construction and mining equipment and diesel and natural gas engines. The Downtown area has many of the elements that attract residents to live in a central business district – historic architecture, proximity to the workplace, pedestrian friendly areas, public gathering spaces, and recreational opportunities. Yet, while some residential development and redevelopment had taken place, the downtown lacks some of the retail amenities residents desire, in addition to other problems to overcome in its redevelopment, such as deteriorated buildings and paved areas, building vacancies, and needed renovation and demolition of older facilities, which would be too costly to undertake without public funding assistance. The City is in the early stages of using tax increment to help make improvements and induce private investment into the area.

Contact:

Christopher Setti, Assistant City Manager
419 Fulton Street
Peoria, IL 61606
Phone: (309) 494-8618



Village of Tinley Park

The Village of Tinley Park undertook the development of two TIF Districts in 2003. The focus of these TIFs was to redevelop key projects as identified by a downtown strategic plan. Ehlers was hired to assist the Village with TIF District qualification and adoption, redevelopment implementation and management, developer RFP, developer negotiations, pro forma analysis, and TIF increment projections.

During the TIF District qualification process, the exact boundaries of the TIF Districts became an issue. The Village had made the decision to minimize the number of properties in the TIF Districts, believing that this would be beneficial to the local School District. However, in negotiations the School District indicated it was desirous of adding parcels not initially identified for the TIF. Ehlers assisted with the creation of TIF boundaries that would not only increase the EAV of the parcels for the School District at the end of the TIF, but encourage a large enough redevelopment effort to stimulate additional redevelopment and increase EAV in areas surrounding the TIF.

This work has resulted in Tinley Park becoming a major retail, restaurant, and hospitality hub for the southern suburbs. Additionally, the School District's belief that activity in the TIFs would result in redevelopment outside the TIF areas has become reality, as significant rehabilitation and renewal of properties in this area has occurred.

Recently, Ehlers worked with the Village to develop and adopt a new TIF District, the Legacy TIF, and in 2015 completed work on the Mental Health Center TIF, which includes a 280-acre property which was formerly owned and operated by the State of Illinois. The site is the single-largest master planning and development opportunity within the Village and in the southwest suburban area. Ehlers also provides TIF increment projections on redevelopment proposals and other TIF Consulting and Administration services on an ongoing basis for the Village.

Specialized Project Experience

- Downtown Development
- TIF District Creation
- TIF Amendments
- Redevelopment Implementation
- Public Participation
- Developer RFP and Negotiations
- Pro forma Analysis
- TIF Increment Projections

Contact:

David Niemeyer, Village Manager
Brad L. Bettenhausen, Village Treasurer
16250 S. Oak Park Avenue
Tinley Park, Illinois 60477
Phone: (708) 444-5000
Email: dniemeyer@tinleypark.org bbettenhausen@tinleypark.org



Village of Wheeling

The Village of Wheeling is a suburban community located in northwestern Cook County. The Village has experienced tremendous growth, but growth is slowing as the Village becomes built out. Its older developments are starting to experience decline. Like other communities located on the far edges of Cook County, Wheeling's commercial and industrial development is at a disadvantage when more favorable tax rates are in place in close proximity to the community, such as in Lake County.

Ehlers has provided the Village with TIF Eligibility and Adoption, as well as TIF Amendment services in a number of areas. In 2008, Ehlers assisted the Village with the creation of its Southeast (Industrial Lane) TIF, which encompasses the Chicago Executive Airport, including a number of vacant parcels surrounding the airport. Although there has been limited development in the TIF District and the need for tax increment financing still exists, the economic recession that began almost immediately after the TIF was adopted caused the equalized assessed



value (EAV) of the area as a whole to decrease significantly below the base values that were established when the TIF was adopted in September, 2008. This led to a substantial diminishment in the TIF revenues generated since that time. With Ehlers' assistance, the Village determined that its best option was to terminate the TIF and re-establish a new TIF in largely the same area, which allowed the Village to re-set the base equalized assessed values at the lower levels. This new TIF, the Southeast-II TIF, was adopted by the Village in July, 2014.

The Village intends that the new TIF will help redevelop the area around and including the airport with airport-related uses, as well as retail and office development. The TIF will also help the community improve existing residential areas. Ehlers continues to assist the Village by performing various TIF and economic development studies as needed.

Contact:

John Melaniphy, Director of Economic Development
2 Community Boulevard
Wheeling, Illinois 60090
Phone: (847) 499-9094
Email: jmelaniphy@wheelingil.gov

Village of Rockton

The Village of Rockton is a small community located in Winnebago County, approximately 15 miles north of Rockford. The Village had previously created a TIF to improve an older industrial and commercial area in one part of the Village. Rockton engaged Ehlers in 2008 to help the community deal with the redevelopment of a large industrial area along the Iowa, Chicago & Eastern Railroad. This area is the site of an Environmental Protection Agency (EPA) Superfund clean-up assumed by the Beloit Corporation. While major clean-up was undertaken, there are still actions that must be taken as part of the EPA “Reasonable Steps Letter.” EPA and the Illinois Environmental Protection Agency (IEPA) are involved in ongoing monitoring and maintenance related to the site. Likewise, the building itself was a shell, having suffered deterioration problems and no longer able to fulfill its use as a manufacturing facility.

In the course of the adoption process, the local school district expressed its opposition to the creation of this TIF, fearing the loss of revenue it believed a TIF would cause them. Ehlers worked with the Village to provide factual information about how a TIF would actually impact the community, and the Former Beloit Corporation TIF was adopted with the support of most of the taxing bodies. As a result, the Village attracted a chemical company to the building. TIF funds were used on a “pay as you go” basis to off-set the extraordinary environmental remediation and utility costs. The property’s significant environmental and utility issues were corrected in a way that never would have occurred if not for the creation of the TIF. In addition, over 200 much needed jobs were created and the company relocated its corporate headquarters to a facility outside of the TIF District, benefitting the entire community.

Ehlers recently worked with the Village to create a new TIF District in Rockton’s Downtown as well, and a new Business District for the same area.

Contact:

Dale Adams, Village President
110 E. Main Street
Rockton, Illinois 61072
Phone: (815) 624-7600
Email: adams@rocktonvillage.com



Agreement

The Village of River Forest, Illinois hereby accepts the above Proposal for Economic Development Consulting Services by its authorized officers, this ____ day of _____, 2017.

Attest: _____ By: _____

Title: _____ Title: _____

Please send a copy of the agreement page with original signature to:

Ehlers & Associates, Inc.
525 West Van Buren Street, Suite 450
Chicago, Illinois 60607

This proposal is respectfully submitted by authorized representatives of Ehlers & Associates, Inc.:



Jennifer M. Tammen
Municipal Advisor/Principal

Appendices

Appendix 1: Resumes



Jennifer M. Tammen Municipal Advisor/Principal

Jennifer joined Ehlers in 2014 after serving as Principal and Owner of THE TAMMEN GROUP, a real estate development consulting and public affairs advisory firm. She has over 15 years of experience representing developers, property owners, and quasi-public agencies on matters related to zoning and entitlements, planning, economic development, tax increment financing (TIF), deal structuring, and early-stage project management for multi-family housing, mixed-use retail, municipal buildings, and real estate related policy matters.



Jennifer M. Tammen
Direct 312.638.5263
jtammen@ehlers-inc.com

Areas of Expertise

Tax Increment Services

- Tax Increment Plans
- TIF Feasibility Studies
- Gap Financing Analysis
- Public Revenue Projections
- TIF Revenue Bond Financing

Development & Redevelopment

- Redevelopment Planning
- Developer *Pro forma* Analysis
- Redevelopment Agreement Structuring and Negotiation
- Project Management Services
- Developer Incentives Analysis

Public Participation

- Public Participation Process
- Citizen Advisory Committee Facilitation
- Strategic Communications Planning

Intergovernmental and Public/Private Partnerships

- Intergovernmental and Public/Private Project Studies and Negotiations

Professional Memberships

- Illinois Tax Increment Association (ITIA)
- Lambda Alpha International (LAI), Ely Chapter
- Urban Land Institute (ULI)
- Commercial Real Estate Executive Women of Chicago (CREW)
- International Council of Shopping Centers (ICSC) City Club of Chicago
- College of Urban Planning and Public Affairs Alumni Association, Board Member

Education

- Bachelor of Arts (Political Science), DePaul University
- Master of Urban Planning and Policy, College of Urban Planning and Public Affairs, University of Illinois at Chicago

Notable Projects

- Responsible for the approval of over \$600 million in new real estate development projects and business retention and more than \$35 million in TIF and other financial subsidies.
- City of Wheaton, IL; Downtown Projects Financing Strategy: Financing analysis and consulting services for the implementation of approximately \$55MM in capital costs and \$750k in annual operating costs for Downtown Wheaton per the City's Downtown Strategic and Streetscape Plan.
- Village of Clarendon Hills, IL; Prepared and presented a clear analysis of how the Village's current land use regulation impact the feasibility of potential redevelopment projects in the downtown planning area. The results and discussion with the appointed committees and public helped inform discussions related to the Downtown Master Plan Update and was included as part of the final plan update.
- San Francisco, California; The San Francisco Columbarium: Restructured endowment for ongoing capital expenditures. Conditional Use and Certificate of Appropriateness for alterations to an historic structure.
- Melrose Park, Illinois; Westlake Hospital: TIF analysis and redevelopment agreement structuring for capital improvements to retain Village's largest employer.
- Chicago, IL; Old Cook County Hospital and Adjacent Properties: Co-led a team of pro-bono professionals charged with developing a redevelopment strategy for a key market rate real estate development opportunity in the heart of the Illinois Medical District and adjacent to downtown Chicago for mixed-use and revenue generating projects.



Maureen Barry, CIPMA
Senior Municipal Advisor/Vice President

Maureen joined the Ehlers Illinois office in 2008 as a Municipal Advisor after working directly for local governments for over 15 years. She specializes in assisting public organizations in Illinois with the design and implementation of financial and economic development solutions. Ehlers' clients benefit from Maureen's broad perspective and hands-on experience in a wide range of local government matters, including tax increment financing, development analysis, project management, debt issuance, and other public finance related projects.



EHLERS
LEADERS IN PUBLIC FINANCE

Maureen Barry
Direct: (312) 638-5257
mbarry@ehlers-inc.com

Areas of Expertise

Economic Development & Redevelopment

- Tax Increment District and Business District Feasibility Studies and Plans for District Qualification and Amendment
- Project Management Services
- Revenue Projections
- TIF Annual Reports
- Development Incentives Analysis & Negotiations
 - o *Pro forma* Analysis/But For Test
- Development Strategic Planning
- Developer Attraction & Selection
- Fiscal Impact Analysis
- Revenue Bond Financing

Public Participation

- Referendum Strategies
- Public Participation Process

Debt Planning and Issuance

- Analysis & Presentation of Alternative Financing Options, Plans
- Representation to Bond Market & Credit Rating Agencies
- Refundings
- Special Service Area Financing
- Debt Management

Strategic and Financial Planning

- Goal Setting & Strategic Planning
- Financial Management Planning
- Capital Improvements Planning
- Fiscal Impact Studies
- Utility Rate Studies

Intergovernmental and Public/Private Partnerships

- Intergovernmental and Public/Private Project Studies and Negotiations

Certifications

- Certified Independent Professional Municipal Advisor (CIPMA) by the National Association of Municipal Advisors (NAMA)

Professional Memberships

- Illinois City/County Management Association
- Illinois Government Finance Officers Association
- Illinois Municipal Treasurers Association
- Illinois Tax Increment Association
- International City/County Management Association
- Lambda Alpha International (Land Economics)
- Council of Development Finance Agencies

Education

- Bachelor of Arts (Political Science), University of Dayton
- Master of Public Affairs (Public Management),
School of Public and Environmental Affairs, Indiana University

Notable Projects

- Completed a study of redevelopment financing options for the Roosevelt Road Business Corridor in Oak Park, IL.
- Prepared TIF Eligibility Reports and Redevelopment Plans for two new TIF Districts in Villa Park, IL.
- Advised the City of North Chicago, IL for the refunding of two bond issues resulting in a substantial savings to taxpayers.
- Negotiated redevelopment agreements for a new commercial center in Bradley, IL and new businesses in Decatur, IL.
- Advised the Village of Wheeling, IL on a long term financial forecast and management plan.
- Completed Annual TIF Reports to the State of IL Department of Revenue for municipalities across Illinois.



Sid Inman, CIPMA
Senior Municipal Advisor/Senior Vice President

Sid has been a Municipal Advisor in the Ehlers' Roseville office since 1995 after nine years at Publicorp. He assists Minnesota and Illinois cities, townships, counties, public utilities, and special districts in the design and implementation of financial solutions. He additionally has 15 years' experience working as a Financial Analyst for the Minneapolis School District and as the Finance Director for the City of Fridley. Sid's greatest contribution to Ehlers and our clients is his expertise in tax increment financing and financial feasibility and *pro forma* analysis for development projects.



Sid Inman
Direct: (651) 697-8507
sinman@ehlers-inc.com

Areas of Expertise

Debt Planning and Issuance

- Analysis & Presentation of Alternative Financing Options, Plans And Tools
- Lease Revenue Financing
- Non-Profit & Industrial Revenue Bonds
- Refundings/Cash Defeasances
- Debt Service Fund/Cash Flow Analysis
- Representation to Bond Market & Credit Rating Agencies
- Housing Revenue Bonds
- Electric Revenue Bonds

Special Finance Studies

- Utility Rate Study/Analysis
- Fiscal Impact Study/Analysis
- Budget Preparation Assistance

Economic, Housing Development & Redevelopment

- Tax Increment District Creation & Amendment
- Tax Abatement Options, Financing, & Policies
- TIF and Abatement Analysis
- Downtown Redevelopment and Revitalization
- Developer *Pro forma* Analysis/But For Test
- Developer Attraction & Selection
- Developer Negotiations
- TIF Revenue Bonds/Calculation of Developer Payments
- Business Subsidy Options & Negotiations
- TIF Revenue Projection Update

Strategic and Financial Planning

- Debt Management
- Financial Management Planning
- Capital Improvements Planning
- Strategic Planning

Certifications

- Certified Independent Professional Municipal Advisor (CIPMA) by the National Association of Municipal Advisors (NAMA)
- Registered Municipal Advisor

Professional Memberships

- National Association of Independent Public Finance Advisors
- National Association of Housing & Redevelopment Orgs.
- Economic Development Association of Minnesota
- Minnesota Government Finance Officers Association
- MN Municipal Clerks and Finance Officers Association
- Minnesota Institute of Public Finance
- MN Assn. of Local Housing Finance Agencies
- Sensible Land Use Coalition

Education

- Bachelor of Arts (Business Administration), University of Northern Iowa
- Masters in Public Administration Universities of Northern Colorado and Alaska
- Advanced Doctoral Studies University of Minnesota

Notable Projects

- Advisor to multiple Illinois municipalities for development project analysis and redevelopment agreement negotiations, including Bradley, Buffalo Grove, Decatur, Fox River Grove, Oakwood, Tinley Park and Villa Park.
- Finance consultant to the Village of Clarendon Hills for an analysis of the economic impact of downtown building heights and density.
- Established TIF District, *Pro forma* review, and negotiation of developer agreements for Best Buy Headquarters in Richfield, MN; SuperValu in Hopkins, MN; and Cargill headquarters in Wayzata, MN.

Appendix 2: Ehlers Economic Development Services

Ehlers offers sophisticated analysis of revenue projections, financial feasibility, and the potential impacts of development to the Village and other taxing districts.

TIF/Business District Feasibility/Eligibility Study

Preliminary Review/Analysis

Ehlers can conduct a preliminary eligibility study of the Project Area, assess the Project Area eligibility for the establishment of various revenue generating tools, conduct preliminary field surveys and data analysis. If needed, we will review and gather information on each parcel within the Project Area, including current EAV as valued by Champaign County, to ascertain if the qualifying criteria are present for designation according to the laws governing each option being considered.

Recommendations

We will then review the findings of the research and analysis described above and provide to the Village a summary memo for discussion with the Village Staff. This review will be provided at an overview level consistent with the purposes of this preliminary assessment rather than at the level required for use in a formal Eligibility Study or Redevelopment Plan as required for a TIF or Business Development District (BD). Members of the Ehlers Team can be available to present the findings of the final memo to the Village Board, or other group as directed by Village staff. If the findings confirm that the area is eligible for TIF or BD qualification (either as a new TIF or to be added to an existing TIF), and the Village wishes to pursue these actions, then a separate proposal will be submitted for services related to developing the reports needed to document the eligibility and redevelopment plans and assist with the adoption process.

TIF District Establishment and Amendments.

Tax increment financing (TIF) serves as the primary economic development finance tool for many cities. No one knows TIF better than Ehlers. Ehlers has more experience in the use of tax increment financing than any other financial advisory firm. Ehlers assists with the TIF district documents for several dozen communities per year. We provide the "soup to nuts" approach to TIF with complete documentation including TIF eligibility and establishment reports, amendments, assisting with the adoption processes, TIF reporting, increment projections and cash flow analysis.

Business Development Districts

In Illinois, the Business Development District designation is an important municipal economic development tool that provides strategic planning and sales tax financing for both development and redevelopment areas. Ehlers provides a complete range of services for business district adoption and implementation. Key services include: analysis of business district eligibility, documentation of eligibility findings, preparing the legally required business district plan, analysis of financial feasibility, estimating sales tax revenue potential and facilitating the public hearing and review process.

TIF Financial Feasibility Study

Ehlers can provide the necessary financial feasibility study for the construction of Developers Notes or for the issuance of bonds.

Review of Taxing District Impact

As part of negotiations with the overlapping taxing districts on the creation, expansion, or extension of a TIF district, the Village may need to provide fiscal impact information to the school or other taxing district. Ehlers can prepare this information on behalf of the Village. Ehlers would be prepared to discuss findings with both the Village and the taxing districts to assist the Village in its final strategy.

TIF Reports

Ehlers is available to prepare annual TIF reports or to assist staff in the preparation of these reports. As part of this activity, Ehlers will attend and present reports at the Joint Review Board meeting.

Tax Revenue Projections

Ehlers can provide projections that estimate the impact of new development to the equalized assessed value of properties and the expected level of tax revenue. These projections are used to help determine the amount of tax revenue that may be generated by certain development and the overall amount that may be available to fund development projects.

Debt Issuance

Ehlers can assist the community in the issuance of debt to support the economic development project, including:

- Exploration of type of debt that best serves the community.
- Preparation of Feasibility Study to support the project.
- Negotiation of debt.

Note: Ehlers can assist with the issuance of debt, subject to a separate service agreement. Fees would depend upon the size and complexity of issue and form of debt.

Appendix 3: Ehlers Services

Ehlers is a full service firm, providing a wide range of financial services designed to help resolve issues facing local governments.

Capital Finance & Debt Issuance

Capital finance is the foundation of Ehlers' business. The ability to borrow money and to manage debt effectively helps local governments fund their capital improvements. Ehlers consistently ranks in the top five nationally for Municipal Advisors in the number of competitive bond sales supervised per year.

Our approach to debt issuance focuses on:

- A thorough understanding of the capital finance options available to local governments.
- An issuance process that uses specialization to provide efficient and effective results.
- Ability to issue bonds and other debt ranging in size from \$50,000 to \$100,000,000.
- Good working relationships with other "players" in Illinois public finance, including bond counsel, local counsel, rating agencies, bond dealers, and bond insurers.

Financial Planning Services

An important planning tool for local governments is the development of a long-term financial plan. Ehlers believes it is useful to combine elements of strategic and financial planning with capital and operating projections. The result provides an enhanced framework for financial decisions so administrators and elected officials have the essential information needed to make decisions on a timely basis.

A financial plan should include three basic elements:

- Spreadsheet with five-to-ten year projection of capital and operating needs.
- Narrative description of the basis for those needs.
- Prioritized schedule of actions needed to implement the plan.

A financial plan differs from a capital improvement plan (CIP). A CIP generally addresses only infrastructure or equipment needs. A financial plan addresses both operating needs and capital needs. It outlines the funding sources as well.

Economic Development / Redevelopment

Local financial resources often play a role in economic development. Ehlers' staff brings the experience gained from participation in hundreds of development projects. This experience covers all forms of development and all types of public participation. Ehlers helps you assemble the pieces of the puzzle: determining need, assessing risk, evaluating options, and making it happen. This may include prioritizing community goals, preparing a financial plan, and developing a framework for successful decision-making. Ehlers can also help communities assess the cost/benefit of proposed developments by producing cash flow projections and impact analyses.

Enterprise Performance and Utility Rate Studies

Municipalities, park districts, and other local governments own community enterprise operations. This form of physical asset includes convention centers, sports arenas, water parks, golf domes, fitness centers, water & sewer utilities, and community centers. Day-to-day operations may be entrusted to full-time staff or outsourced to a management company. In either situation, the elected governing board and administration want to be sure that their enterprise is producing service and income to the maximum capability. Ehlers can provide a special evaluation or a periodic assessment of your asset. Our strategic advice will be focused on the best business plan and practices for maximum service and income.

Arbitrage Monitoring Services

Ehlers offers an array of arbitrage services including arbitrage reporting, assistance with IRS inquiries and assistance with implementing post-issuance compliance policies. Our arbitrage personnel have experience in preparing arbitrage reports for complex structures such as variable rate issues and advance refundings as well as issues requiring uncommingling, transferred proceeds and debt service residual analysis. We help several issuers each year in responding to IRS planned examination letters and questionnaires. In every instance, the IRS closed the examination with no change to the tax-exempt status of the bonds. IRS Form 8038-G asks issuers to check a box if they have written procedures to monitor arbitrage compliance and private activity rules. Our arbitrage personnel can assist with drafting and implementing policies that address these concerns.

Continuing Disclosure

The Securities and Exchange Commission (“SEC”) is placing an emphasis on whether issuers are meeting their continuing disclosure obligations and disclosure in general. Ehlers has a dedicated disclosure services team that is responsible for ensuring Issuers are compliant with SEC regulations. Issuers of municipal securities are required to comply with all continuing disclosure obligations enumerated in the Continuing Disclosure Agreement / Certificate / Undertaking (CDU) associated with each issue of securities subject to SEC Rule 15c2-12. Many Issuers have CDU’s that vary significantly from one CDU to another. Disclosure compliance is a high-risk regulatory requirement that requires specialized expertise and knowledge of the changing regulations. With a proprietary software system, and nearly 20 years of experience, our continuing disclosure services team at Ehlers has been helping Issuers comply with all CDU obligations.

Paying Agent Services

Given problems in the industry with bank mergers and reliability of paying agent services, Ehlers created a subsidiary corporation called Bond Trust Services Corporation. We were granted the first limited purpose trust in the State for the purpose of establishing our own paying agent service. We are fully integrated with DTC and serve as paying agent for the majority of our bond sales.

Investment Services

Local governments are challenged daily to balance sound borrowing and investment decisions while managing their cash requirements. Ehlers Investment Partners, an Ehlers affiliate, is a full

service, federally registered, independent investment adviser providing investment advisory services to all forms of local governments, helping them balance sound investment decisions and manage daily cash flow needs to control costs and keep assets secure with the goal of earning competitive returns.



Village of River Forest

Village Administrator's Office

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

MEMORANDUM

Date: March 9, 2017

To: Catherine Adduci, Village President
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Creation of New Joint ETSB

Issue: Back in 2015, the State of Illinois adopted legislation requiring municipalities under 25,000 inhabitants to join a consolidated dispatch center for 911 services. In addition to dispatch services, local emergency telephone system boards, or ETSB, are also required to consolidate. This Board action will authorize the Village of River Forest to participate in a joint ETSB and dissolve our existing individual ETSB.

Analysis: ETSB's were established around the same time as 911 centers and were a vehicle by which to pass through wireline and later wireless 911 fees. River Forest is an individual entity ETSB and operates in more of a "paper" fashion with all of our fees deposited into the general fund and used to offset our contribution for WSCDC. The Fire Chief oversees the ETSB and handles all the reporting to the State on an annual basis.

With the recent law change, the Village was mandated under state law to combine with other municipalities to form a joint ETSB. With WSCDC already in place, it made the most sense to join with the other members to form a new joint ETSB. Thus, a new joint ETSB of River Forest, Oak Park, Elmwood Park, Park Ridge and Forest Park will be created. Attached is a copy of the bylaws that establish the ETSB and were approved by the WSCDC Board of Directors this week. The main purpose of the ETSB will be to receive the 911 funding from the State which will be used to offset our membership dues. The net result should be zero. Revenue will go directly to the ETSB, but our dues will also decrease at the same proportion. For the FY 2018 budget, Staff left the full revenue and expense in the budget as we were not 100% sure when the change would be approved the State 911 Director. Again, there is no budget impact by the creation of a joint ETSB.

Recommendation: Consider a MOTION establishing a joint Emergency Telephone Systems Board and authorize the dissolution of the River Forest ETSB. A copy of the ordinance is attached for your review.

Please contact with any questions or concerns. Thank you.

Attachments

Ordinance

Joint ETSB By-laws

ORDINANCE NO. 17-XX

AN ORDINANCE AUTHORIZING THE PARTICIPATION IN THE WEST SUBURBAN CONSOLIDATED 9-1-1 SYSTEM JOINT EMERGENCY TELEPHONE SYSTEM BOARD AND DISSOLUTION THE VILLAGE OF RIVER FOREST EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, the Village of River Forest (the “Village” or “River Forest”) has established and operated an Emergency Telephone System Board (“ETSB”) pursuant to Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4) and Ordinance 2409 (adopted December 11, 1990); and

WHEREAS, the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*) authorize the collection of certain surcharges to assist municipalities with the delivery of 9-1-1 services and wireless E-9-1-1 services (collectively referred to as “surcharges” or “surcharge funds”). The Village receives statutorily authorized surcharges and the Village’s ETSB expends such surcharge funds in accordance with the applicable state laws; and

WHEREAS, Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4), as amended by Public Act 99-006 (effective July 2, 2015), authorizes two or more municipalities that impose a surcharge pursuant to 50 ILCS 750/15.3 to establish by intergovernmental agreement a “Joint Emergency Telephone System Board” (“JETS Board”), provided that the local emergency telephone system boards are terminated by ordinances that rescind their establishment, authority and operational functions; and

WHEREAS, the corporate authorities of the Village of Oak Park (“Oak Park”), the Village of Elmwood Park (“Elmwood Park”), the City of Park Ridge (“Park Ridge”), and the Village of Forest Park (“Forest Park”), and the Village (collectively referred to as the “Participating Agencies” or “Villages”) comprise the West Suburban Consolidated Dispatch Center (“WSCDC”) which was formed by intergovernmental agreement on December 15, 1999 for the operation and maintenance of a centralized, combined emergency services dispatch and communication system that includes 9-1-1 services and wireless E-9-1-1 services (the “System”) pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)) (the “Intergovernmental Agreement”); and

WHEREAS, each of the participating members of WSCDC wish to create a new ETSB which includes Oak Park, Elmwood Park, Park Ridge, Forest Park and River Forest and that members of the WSCDC’s Operating Board shall also serve as the members of WSCDC’s Joint

Emergency Telephone System Board (“WSCDC JETS Board”), as provided for under the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*); and

WHEREAS, the River Forest Joint Emergency Telephone System Board will terminate the establishment, authority and operational functions, subject to two conditions: (1) the use by the Village, in its own discretion, of any of its remaining surcharge funds to pay for budgeted items or obligations that exist; and (2) the termination of its local ETSB will be effective only upon the regulatory approval of the WSCDC’s JETS Board by the 9-1-1 Administrator of the Illinois Department of State Police; and

WHEREAS, pursuant to the authority granted to the Village by the applicable provisions of the Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)), the President and Board of Trustees of the Village of River Forest find that this action is in the best interests of and for the protection of the health, welfare and safety of the Village, its residents and the public.

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

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: This Ordinance shall become effective and enforceable only upon the regulatory approval of the WSCDC JETS Board by the 9-1-1 Administrator of the Illinois Department of State Police.

SECTION 3: The Village Administrator or his designee is authorized to represent the Village at the WSCDC JETS Board.

SECTION 4: Any ordinance, or portion thereof, in conflict herewith is repealed to the extent of such conflict.

SECTION 5: Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by State law.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 13th day of March, 2017.

Catherine Adduci, Village President

ATTEST:

Sharon Halperin, Village Clerk

BY-LAWS

For the

WEST SUBURBAN CONSOLIDATED 9-1-1 SYSTEM

JOINT EMERGENCY TELEPHONE SYSTEM BOARD

Approved and Adopted
By the Joint Emergency Telephone System Board
TBD

BY-LAWS

For the

WEST SUBURBAN CONSOLIDATED 9-1-1 SYSTEM

JOINT EMERGENCY TELEPHONE SYSTEM BOARD

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BY-LAWS

For the

WEST SUBURBAN CONSOLIDATED 9-1-1 SYSTEM

JOINT EMERGENCY TELEPHONE SYSTEM BOARD

ARTICLE I. PURPOSE

The West Suburban Consolidated 9-1-1 System (hereafter the "9-1-1 System") is a cooperative venture voluntarily established by its members pursuant to the West Suburban Consolidated 9-1-1 System Intergovernmental Agreement (hereafter the "Agreement") entered into by them in accordance with the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* and the Emergency Telephone System Act, 50 ILCS 750/1 *et seq.* as each may be amended from time to time. The 9-1-1 System has been established for the purpose of providing the equipment, services, personnel, facilities and other items necessary for the implementation, operation, maintenance and repair of a 9-1-1 Emergency Telephone System within Cook County, Illinois.

ARTICLE II. MEMBERSHIP

- A. The members of the 9-1-1 System are the Villages of Oak Park, River Forest, Elmwood Park, Forest Park, and the City of Park Ridge pursuant to the Agreement (hereinafter, individually, a "Member Municipality" or collectively, "Member Municipalities").
- B. Any unit of government which hereafter becomes a full participating member of the West Suburban Consolidated Dispatch Center may also become a Member Municipality of the 9-1-1 System, provided all current members agree and provided all current members and the new Member Municipality sign an addendum (hereinafter, the "Addendum"), regarding the new member's participation in the West Suburban Consolidated 9-1-1 System Intergovernmental Agreement.
- C. The Addendum authorizing a new Member Municipality of the 9-1-1 System shall require the new Member Municipality to:
 - 1. Provide funds for its proportionate share of the costs of operations of the 9-1-1 System;
 - 2. Provide all necessary funds required to add or modify hardware and/or software in order to accommodate the operational needs of the new member. Each new Member Municipality shall also be expected to pay a proportionate share of normal 9-1-1 System operating expenses;
 - 3. Provide written acceptance obligating itself for its proportionate share of the existing debts and liabilities of the 9-1-1 System; and

4. Deliver to the Joint Emergency Telephone System Board for the 9-1-1 System a duly certified ordinance in proper form authorizing and directing such member's execution of the Addendum and the written acceptance of existing debts referred to in C.3. above, and its agreement to be bound by the Agreement and these By-Laws.

ARTICLE III. JOINT EMERGENCY TELEPHONE SYSTEM BOARD

A. Powers

The Joint Emergency Telephone System Board for the 9-1-1 System created pursuant to the Agreement shall consist of a Board of Directors (hereinafter the "9-1-1 System Board") made up of the Chief Administrative Officer of each Member Municipality and the Executive Director of the 9-1-1 System. The 9-1-1 System Board shall have the following powers and duties:

1. All powers authorized by Section 15.4(b) of the Emergency Telephone System Act, 50 ILCS 750/15.4(b), as amended from time to time.
2. Planning the 9-1-1 Emergency Telephone System (hereafter the "9-1-1 System"), as that term is defined in the Emergency Telephone System Act;
3. Coordinating and supervising the implementation, upgrading, maintenance, repair, and operation of the 9-1-1 System including the establishment of equipment specifications and coding systems;
4. Receiving monies from the surcharge imposed under Section 15.3 of the Emergency Telephone System Act 50 ILCS 750/15.3, as amended from time to time, and from any other source, for deposit into the Fund, as defined in Section IV. A. below;
5. Authorizing all disbursements from the Fund (as hereinafter defined) by resolutions approved by a majority of all 9-1-1 System Board members;
6. Hiring, on a temporary or permanent basis, any staff necessary for the operation or upgrade of the 9-1-1 System;
7. Making and entering into contracts;
8. Acquiring, holding and disposing of property;
9. Incurring debts, liabilities or obligations in accordance with applicable law as necessary for the accomplishment of the purposes of the 9-1-1 System;
10. Purchasing and leasing necessary equipment; and
11. Exercising all powers necessary and incidental to carrying out the purposes set forth in Article I of these By-Laws including but not limited

to, hiring auditors and attorneys, approving amendments to these By-Laws, accepting new members, approving the annual budget of the 9-1-1 System, and determining the general policy of the 9-1-1 System, provided however, that such policy shall never be inconsistent with the laws of the State of Illinois.

B. Organization

1. Each member of the 9-1-1 System Board shall be entitled to one (1) vote.
2. Proxy or absentee voting is not allowed. However, each Member Municipality may designate a person to serve in his or her absence at regular and special meetings with the authority to vote on behalf of such absent Board member. The person designated by a member of the 9-1-1 System Board shall be either a police or fire chief or a member of the command staff for either department of such Member Municipality.
3. The rules of order and parliamentary procedure found in the current edition of Robert's Rules of Order shall govern the conduct of the 9-1-1 System Board meetings unless they have been superseded, in whole or in part, by action of the 9-1-1 System Board.
4. If any member of the 9-1-1 System Board ceases to be an official or employee of their respective municipality or, in the case of the 9-1-1 System, its Executive Director, such seat on the 9-1-1 System Board shall be vacant until a successor is duly appointed.
5. Members of the 9-1-1 System Board shall serve on the 9-1-1 System Board without salary, but each may be reimbursed for necessary and reasonable expenses incurred in connection with 9-1-1 System business.

C. Meetings

1. Regular meetings of the System Board shall be held on a schedule as determined by the 9-1-1 System Board and held in the posted location on the meeting notice. At least five (5) days prior to each such meeting, the Executive Director of the 9-1-1 System shall cause an agenda for such meetings to be sent to each of the other 9-1-1 System Board members and posted at the location of the meeting. All notices shall be sent to any media outlet which has filed an annual request for notice.
2. A special meeting of the 9-1-1 System Board may be called by its Chair or by any two (2) members of the 9-1-1 System Board as follows:
 - a) No less than forty-eight (48) hours written notice of special meetings shall be given to each member of the 9-1-1 System Board, which notice shall include an agenda specifying the subjects of such special meeting.
 - b) Business discussed and conducted at said special meeting shall be limited to those items specified in the agenda.

- c) Notwithstanding a) above an emergency meeting may be called without forty-eight (48) hours' written notice if a majority of the 9-1-1 System Board members agree, but written notice of such meeting shall be provided to all 9-1-1 System Board members as soon as practicable, along with the subject matter of such emergency meeting.
 - d) All notices for special and emergency meetings shall be sent to any media outlet which has filed an annual request for notice.
- 3. Unless otherwise specified in these By-Laws, a quorum for the transaction of all business by the Board shall consist of a majority of the 9-1-1 System Board members.
 - 4. Except to the extent that these By-Laws or any rules adopted by the 9-1-1 System Board impose a stricter requirement, all meetings of the 9-1-1 System Board shall comply with the requirements of the Illinois Open Meetings Act 5 ILCS 120/1 *et seq.* as amended from time to time.
 - 5. To the extent not contrary to these By-Laws, Robert's Rules or Order shall govern the conduct of all meetings of the 9-1-1 System Board.

D. Officers of the 9-1-1 System Board

Officers of the 9-1-1 System Board of Directors shall consist of a Chair, a Vice Chair, a Secretary and a Treasurer. The Chair and Vice Chair shall be elected each year from among the membership of the 9-1-1 System Board at the March meeting. The Treasurer, who shall be the Treasurer, Finance Director or other similar job title of one (1) of the Member Municipalities pursuant to Section 15.4 (c) of the Emergency Telephone System Act, 50 ILCS 750/15.4(c) as amended, shall be appointed by the 9-1-1 System Board. The 9-1-1 System Executive Director shall serve as Secretary if another person is not so appointed by the 9-1-1 System Board. The Chair and Vice Chair shall hold office for a term of one (1) year and the Treasurer shall hold office for a term of four (4) years. The Secretary shall serve until a successor is appointed. The Chair and the Vice Chair may be re-elected for successive terms. Newly elected officers shall assume their office in January of each year.

1. Chair

The Chair shall:

- a) Conduct meetings of the 9-1-1 System Board.
- b) Sign or co-sign with the Treasurer any instruments, which the 9-1-1 System Board has authorized to be executed.
- c) Perform all duties incident to the office of Chair and such other duties as may be prescribed by the 9-1-1 System Board from time to time provided that such other duties are consistent with these By-Laws, the Agreement and applicable laws, including the

applicable Rules and Regulations of the Illinois Commerce Commission or the Office of the Illinois State Police 9-1-1 Statewide Administrator.

2. Vice Chair

In the event of the absence of the Chair, or in the event of the Chair's inability or refusal to act, the Vice-Chair shall perform the duties of Chair until such time as the Chair again undertakes to perform the duties of his office.

3. Secretary

The Secretary shall:

- a) Keep the minutes of the 9-1-1 System Board.
- b) See that all notices are duly made, given and/or published in accordance with the provision of these By-Laws or as required by law.
- c) Act as custodian of the records and the Freedom of Information Act Officer of the 9-1-1 System.
- d) Perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the 9-1-1 System Board.

4. Treasurer

In accordance with 50 ILCS 750/15.4(c) of the Emergency Telephone System Act, as amended, the Treasurer shall at all times be the actual treasurer of one of the 9-1-1 System Member Municipalities.

The Treasurer shall:

- a) Receive and act as custodian and be responsible for all funds generated through a surcharge on telephone in-service network connections within the jurisdictions of the Member Municipalities as well as any other funds generated in support of the 9-1-1 System, which may be placed into the Fund.
- b) Dispense funds from the Fund and any other 9-1-1 System Funds only in accordance with Illinois law and these By-Laws.
- c) Perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the 9-1-1 System Board.
- d) The Treasurer shall give bond in the amount of One Million Dollars (\$1,000,000.00) for the faithful discharge of his or her duties, with

such surety or sureties as the Board shall determine. The bond premium shall be paid by the 9-1-1 System Board.

- e) The Treasurer shall not have a vote on the 9-1-1 System Board and shall not be entitled to any compensation for services rendered as Treasurer.

ARTICLE IV. EMERGENCY TELEPHONE SYSTEM FUND

- A. There shall be created an Emergency Telephone System Fund (hereafter the "Fund") into which all monies received by the 9-1-1 System, including those received pursuant to a 9-1-1 surcharge (hereinafter the "Surcharge Funds") shall be deposited.
- B. The Treasurer of the 9-1-1 System shall be custodian of the Fund.
- C. Surcharge Funds collected shall be segregated, allocated and recorded separately for each Member Municipality, in the same proportion that would have been received by such Member Municipality based on CY 16 call data. These allocations shall include any surcharge amounts contributed by a Member Municipality at the time of joining the 9-1-1 System. (For example, Surcharge Funds generated on behalf of the Village of Elmwood Park shall be segregated and allocated for use, as directed by the member of the Board representing the Village of Elmwood Park.) Should the Statewide 9-1-1 Administrator provide data relative to each Member Municipalities' surcharge funds, then that data shall be used to determine the allocation of surcharge funds.
- D. All interest accruing on the Fund shall remain in the Fund, and shall be allocated amongst each Member Municipality in the same manner as set forth in Paragraph C above for Surcharge Funds.
- E. No expenditures may be made from the Fund except pursuant to resolutions approved from time to time by a majority of the members of the 9-1-1 System Board. Any Resolution of the 9-1-1 System Board, which approves an annual budget, shall be deemed an approval of the expenditure of money from the fund required to pay the amounts specified in the budget. However, the 9-1-1 System Board shall be required to approve any expenditures from the segregated Surcharge Funds of a Member Municipality, upon the recommendation of the voting member of the 9-1-1 System Board for said Municipality, provided that such expenditures are in compliance with paragraph F following.
- F. Expenditures may be made only to pay for the costs associated with the 9-1-1 System as follows and in accordance with the law, including 50 ILCS 750/15.4(c), as amended from time to time:
 - 1. The design of the 9-1-1 System.
 - 2. The coding of an initial Master Street Address Guide database, and update and maintenance thereof.

3. The repayment of any monies advanced for the implementation of the 9-1-1 System.
4. The charges for Automatic Number Identification and Automatic Location Identification equipment, a computer aided dispatch system that records, maintains, and integrates information, mobile data transmitters equipped with automatic vehicle locators, and maintenance, replacement, and update thereof to increase operational efficiency and improve the provision of emergency services.
5. The non-recurring charges related to installation of the Emergency Telephone System and the ongoing network charges.
6. The acquisition and installation, or the reimbursement of costs therefor to other governmental bodies that have incurred those costs, of road or street signs that are essential to the implementation of the emergency telephone system and that are not duplicative of signs that are the responsibility of the jurisdiction charged with maintaining road and street signs.
7. Other products and services necessary for the implementation, upgrade, maintenance, and repair of the System and any other purpose related to the operation of the System, including costs attributable directly to the construction, leasing or maintenance of any buildings or facilities or costs of personnel attributable directly to the operation of the West Suburban Consolidated 9-1-1 System Primary Public Safety Answering Point (PSAP). Costs attributable directly to the operation of the Emergency Telephone System do not include the costs of public safety agency personnel who are and equipment that is dispatched in response to an emergency call.
8. The defraying of expenses incurred to implement Next Generation 9-1-1, subject to the conditions set forth in the Emergency Telephone System Act, as amended from time to time.
9. The implementation of a computer aided dispatch system or hosted supplemental 9-1-1 services.
10. The design, implementation, operation, maintenance, or upgrade of wireless 9-1-1 or E9-1-1 emergency services and public safety answering points.

ARTICLE V. FISCAL YEAR/BUDGET/PURCHASES/CONTRACTS

A. Fiscal Year

The fiscal year of the 9-1-1 System shall commence on January 1st and end on December 31st of each year.

B. Budget

1. No later than September 1st of each fiscal year, the 9-1-1 System Executive Director shall prepare a proposed budget for the succeeding fiscal year and distribute it to the 9-1-1 System Board.
2. The 9-1-1 System Board shall review, modify and/or approve a final budget at a meeting held three (3) months before the beginning of the fiscal year.
3. A complete copy of the approved final budget shall be furnished within forty-five (45) days to each 9-1-1 System Board member.
4. After approval of the annual budget by the 9-1-1 System Board, all expenditures shall be made in accordance with the budget.
 - a) The Executive Director of the West Suburban Consolidated Dispatch Center (WSCDC) is hereby granted authority to administer the 9-1-1 budget on behalf of the 9-1-1 System Board.
 - b) The Executive Director shall have the authority to transfer contingency funds within the total budget amount in order to meet unanticipated needs of the System or to meet changed situations.
 - c) Such action of the WSCDC Executive Director shall be reported to the 9-1-1 System Board as a supplement to the Director's bi-monthly report.

C. Purchases/Contract Letting

Purchases and/or letting of contracts shall be in accordance with the applicable law and procedural guidelines established by Resolution of the 9-1-1 System Board. The 9-1-1 System Board may enter into a contractual agreement with the West Suburban Consolidated Dispatch System for the on-going operations of the 9-1-1 Emergency Telephone System and make appropriate arrangements for the reimbursement of allowable costs incurred by WSCDC on behalf of the 9-1-1 System.

ARTICLE VI. AUDIT

- A. Within six (6) months after the end of each 9-1-1 System fiscal year, the 9-1-1 System Board shall cause an annual audit of the financial affairs of the 9-1-1 System, to be prepared by a Certified Public Accountant in accordance with generally accepted auditing principles.
- B. An original copy of the annual audit report shall be delivered to the Director of Finance, Chief Financial Officer or Treasurer, as may be applicable, of each

Member Municipality, and filed with other public officers in accordance with applicable laws.

ARTICLE VII. WITHDRAWAL, TERMINATION AND DISSOLUTION

A. Any Member Municipality may withdraw from the 9-1-1 System subject to the provisions of this Article.

1. Such withdrawing Member Municipality shall give written notice of one (1) year or more of withdrawal in the form of a certified copy of an ordinance adopted by its corporate authorities, which must be delivered to the 9-1-1 System Director at the 9-1-1 System's Headquarters (currently located at 400 Park Avenue, River Forest, Illinois 60305). The written notice of withdrawal shall be deemed received when the written notice is actually received by the 9-1-1 System, either by personal delivery or by United States certified mail – return receipt requested. Any other means of delivery other than personal delivery or United States certified mail – return receipt requested shall be deemed a nullity and considered as not having been received by the 9-1-1 System.
2. Withdrawal must be in compliance with all applicable rules or requirements of Illinois law, the Illinois Commerce Commission, the Illinois Department of State Police, the Agreement and these By-Laws.
3. A withdrawing Member Municipality must make appropriate notice, as established by the 9-1-1 System Board, to the media and to all mutual aid responders of the change in the emergency call handling agreements.
4. Refusal or declination of any Member Municipality to be bound by any obligation of the 9-1-1 System or its 9-1-1 System Board shall grant the 9-1-1 System Board the power to issue such Member Municipality notice of removal. Such removal shall not result in the release of any liabilities or obligations of such Member Municipality which accrued prior to the effective date of removal.
5. The withdrawing Member Municipality shall forfeit any and all interest, right and title to 9-1-1 System property, real, personal or mixed.
6. The withdrawing Member Municipality shall be liable for all costs incurred by the 9-1-1 System as a result of the Member Municipality's separation and withdrawal. This may include, but is not necessarily limited to, legal fees, court costs and interest on late payment of obligations.

B. Upon receipt of any such notice of withdrawal:

1. Withdrawal shall take effect on the date one (1) year from date of receipt of such written notification.

2. After notice of withdrawal and after the effective date of withdrawal, the withdrawing Member Municipality shall continue to be responsible for:
 - a) One hundred (100%) percent of its pro rata share of any current unpaid obligations to the effective date of withdrawal.
 - b) One hundred (100%) percent of its pro rata share of any contractual or lease obligations of the 9-1-1 System which were incurred during the period the municipality was a member or which were assumed during its membership.
 - c) For any contractual obligations that the withdrawing Member Municipality has separately entered with or on behalf of the 9-1-1 System.
 - d) The term “pro rata share” as used in this Article VII shall mean a percentage of all the 9-1-1 System’s, costs which include but are not limited to those costs identified in B.2.a) and B.2.b) set out above.

The percentage shall be computed based on the call volume of the Member Municipality taken as a percentage of the total call volume for the last complete calendar month preceding the withdrawing Member Municipality’s effective date of withdrawal.

- C. Upon the majority vote of all of the then-current Member Municipalities of the 9-1-1 System, and in compliance with any applicable Illinois law, the rules and regulations of the Illinois Commerce Commission, the Illinois Department of State Police, the Agreement, and these By-Laws, the 9-1-1 System shall be terminated and dissolved.
 1. Upon such termination and dissolution (and after payment of all debts), all individual files and documentation shall be distributed to the appropriate Member Municipality without charge or offset.
 2. The remaining assets or liabilities of the 9-1-1 System shall be distributed among the Member Municipalities which had participated in the 9-1-1 System within the one (1) year prior to such mandatory dissolution, in proportion to each Member Municipality’s mean average of its regular and special assessment payments for the preceding three (3) fiscal years, (or fraction thereof if any particular Member Municipality shall not have belonged for a full three years), bears to the total of such payments for the preceding three (3) fiscal years, or fraction thereof as provided above.

ARTICLE VIII. INDEMNIFICATION

- A. Each Member Municipality which is subject to a claim, of any nature, which arises as a consequence of the acts or omissions of such Member Municipality’s personnel in responding to, or providing emergency services pursuant to a dispatch via the 9-1-1 System (hereinafter “Claim”) shall, at such Member

Municipality's sole expense, indemnify and save free and harmless any other Member Municipality, and its officers, employees and agents from any cost, expense attorney fees, judgment or liability of any nature when any other Member Municipality is/are subject to the same Claim solely as a consequence of such other Member Municipality being a member of this 9-1-1 System.

Additionally, in the event the 9-1-1 System and/or its directors, officers, employees and agents are subject to a Claim of any nature which arises as a consequence of the acts or omissions of Member Municipality's personnel in responding to or providing emergency services pursuant to a dispatch by the 9-1-1 System such Member Municipality shall at its sole expense, indemnify and save free and harmless from any cost, expense, attorney fees, judgments or liability of any nature, the 9-1-1 System and/or its officers, directors, employees and agents unless it is determined that the officers, directors, employees and/or agents of the 9-1-1 System acted in a willful and wanton manner in connection with dispatching the personnel of the Member Municipality.

Nothing in this Section A shall constitute a waiver of any defenses or immunities available by statute or common law.

- B. In the event that any Member Municipality should file suit or an action against the 9-1-1 System, all representatives of that Member Municipality shall be prohibited from attending any meetings or discussions or having access to the results of such meetings related to the defense of the suit or action. The Member Municipality's representatives shall have no direct access to any written communication concerning the matter to which the 9-1-1 System is a party, except by legal process; and no representative of the Member Municipality shall be allowed to vote on any issue related to the suit or action.

- C. Additionally, in the event any member is subject to a claim, of any nature, which arises as a consequence of the means and methods by which dispatch services were provided by the 9-1-1 System, the 9-1-1 System shall indemnify and save free and harmless from any cost, expense, attorney fees, judgments or liability of any nature the member and/or its officers, directors, employees and agents unless it is determined that the officers, directors, employees and/or agents of the member acted in a manner not subject to the immunity protections afforded by law in connection with dispatching the personnel of the member.

ARTICLE IX. PROPERTY

All property acquired by the 9-1-1 System shall be owned by it for and on behalf of its Member Municipalities whose interest therein shall be in shares proportionate to its surcharge contributions, unless provided otherwise by written agreement of the Member Municipalities.

ARTICLE X. AMENDMENT TO THE BY-LAWS

- A. Amendment to these By-Laws may be proposed by any Member Municipality of the System Board.
- B. The proposed amendment shall be submitted to the System Board at least thirty (30) days prior to the meeting of the System Board at which time such proposed amendment is to be considered.
- C. A two-thirds (2/3) vote of the System Board shall be required to adopt any amendment to the By-Laws.
- D. No amendment shall be in conflict with the Agreement, the laws of the State of Illinois, or the applicable Rules and Regulations of the Illinois Department of State Police and the Illinois Commerce Commission.

ARTICLE XI. EFFECTIVE DATE

These By-Laws become effective immediately upon approval by the 9-1-1 System Board.

Adopted by the System Board on XXX XX, 2017.

Secretary of the Board