#### River Forest Public Library

#### **Planned Development Application**

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#### 1. Introduction of proposed development

The River Forest Public Library's air handler unit is currently located in an interior north mechanical room, adjacent to the Children's Room. The unit is due for replacement. The engineering firm, Chicago Project Management, determined that it is feasible to install a new air handler unit in space exterior to the Library. Relocating the air handler would allow the Library to reclaim approximately 396 square feet of community space, which could be utilized for programs, community meetings, and as a gathering space for children and their families.

The Library requests that the 8' x 13' air handler unit be installed on a poured concrete pad off the north side of the building. A 16' x 25' masonry enclosure would be placed on a one-foot-wide, 42-inch-deep concrete footer.

#### Masonry Enclosure Safety and Aesthetics

The brick on the enclosure will be mixed from the sample board provided to match the Library's facade. The top of the enclosure, at 9 feet, will line up with the top of the windows from which the ductwork will feed. We believe this will create an aesthetically pleasing look and also provide a safe height that doesn't invite climbing. The height will also minimize the risk of foreign objects entering the area. The enclosure walls will have scuppers along their base for drainage.

#### Locust Tree

One locust tree, while outside of the proposed area of development, is within the area of excavation to install the masonry enclosure and will need to be removed if the project moves forward. The Library has reached an agreement with the River Forest Park District, included in the attached Memorandum of Understanding dated June 23, 2021 (the "MOU"), to replace the tree with one or more trees equaling the measured total caliper of the removed tree. The Village arborist evaluated the tree, and his evaluation is included in this packet. The locust tree's caliper is 22 inches. The Library and the Park District have agreed that the Park District will plant 7 to 8 trees, each of which will be from 2.5 to 3 inches in diameter, throughout the park system as replacements for the locust tree. The Library will reimburse the Park District for the cost of the trees.

#### Noise Considerations

The Library's HVAC vendor, Oak Brook Mechanical Services, provided the replacement air handler unit's Sound Summary chart, included below. The Library consulted with engineers at IMEG Engineering, who informed the Library that the typical human range of hearing occurs between 2000 and 5000 Hz, which puts the decibel range of the unit measured at the 'Outside' opening between 51 (interpolated) and 58 dBs. According to Yale University's Environmental Health & Safety Department Decibel Level Comparison Chart, decibel ranges in the 50s are equivalent to a household refrigerator. With this verified information, we do not believe the dB level of the unit will adversely affect either the users of the Library or of the adjacent fields.

#### **Sound Summary**

|                 | Unit Sound | Power L | evels (dE | ls re 1.0 p | ico-Watts) |      |      |      |
|-----------------|------------|---------|-----------|-------------|------------|------|------|------|
| Opening         | 63         | 125     | 250       | 500         | 1000       | 2000 | 4000 | 8000 |
| Discharge       | 85         | 84      | 88        | 84          | 81         | 77   | 75   | 73   |
| Inlet           | 73         | 80      | 86        | 72          | 67         | 63   | 59   | 54   |
| Outside         | 67         | 75      | 80        | 66          | 61         | 58   | 53   | 49   |
| Casing Radiated | 74         | 73      | 80        | 66          | 64         | 57   | 50   | 45   |

Notes

Sound Data is in accordance with the latest version of AHRI Standard 260, Standard for Sound Rating of Ducted Air Moving and Conditioning Equipment.

- 1. The overall A-weighted sound power level is only applicable to outside and exhaust air openings and casing radiated sound components. This metric does not apply to ducted components.

  2. Where applicable, outside air sound power is calculated using 15% of unit airflow.
- 3. AHU manufacturer makes no claims regarding room NC levels, Acoustic analysis to determine compliance with scheduled or specified NC levels is by others.

| Police Re | port | #: |
|-----------|------|----|
|-----------|------|----|



### Village of River Forest Tree Appraisal & Replacement Cost Statement \*Trunk Formula Method

| Bright Future   | Trunk i official wethou  | Appraiser: Brian Skoczek                             |   |
|---|--------------------------|--|---|
| Date: 8/19/2021   |                          | Existing Tree Value: \$10,574.49                     | 9 |
| Address: 735<br>Street: Lathop                                      | <u>-</u><br>-            | Replacement Tree Costs: \$0.00<br>Total: \$10,574.49 | • |
| Subject Tree  |                          |  |   |
| Species: Locust   |                          |  |   |
| Diameter: 22 inche  | es                       |  |   |
| Condition: 70%  |                          |  |   |
| Species Rating: 80%   |                          |  |   |
| *Location Rating = [Site<br>*Location rating is determined by the a |                          | Placement  |   |
| Appraised Value: \$10,5   | 574.49                   |  |   |
| Replacement Tree  |                          |  |   |
| Replacement Tree Size: (diame (Trunk Area) 0.00                     | eter)0 in.<br>_sq. in.   |  |   |
| Replacement Tree Cost:  | \$0.00                   |  |   |
| Installation Costs: \$0   | 0.00                     |  |   |
| Replacement Tree Cost: (Cost of new tree + labor to install)        | \$0.00                   |  |   |
| Calculations by Appraiser using Field a                             | and Regional Information |  |   |
| Unit Tree Cost: \$7   | 1.00 per sq. in.         |  |   |
| Appraised Trunk Area:   | sq. in.                  |  |   |
| Appraised Tree Trunk increase                                       | : <u>379.94</u> sq. in.  |  |   |
| Basic Tree Cost: \$26,9   | 975.74                   |  |   |
|   |                          |  |   |
|   |                          |  |   |
|   |                          |  |   |

\*Trunk Formula Method, as found in Guide for Plant Appraisal, 9th edition

#### 2. Applicant information

The land occupied by the Library building is leased from the Park District. To accommodate the air handler project, the Library requested that an area of approximately 275 square feet be added to the Library's leased area upon its renewal. The Park District Board of Commissioners expressed support for the project, and the Park District and the Library entered into the MOU. The Library engaged Prairie Land Survey Company (PLSC) to survey the entire improvement area, and PLSC found that the land that effects the Park District is approximately 260 square feet. For that reason, the Library revised its lease renewal to reflect the approximately 260 square feet needed for the project.

In the MOU, the Park District appointed the Library to act as the interested agent throughout this project.

| Applicant Name                  | Owner Name                       |
|---------------------------------|----------------------------------|
| River Forest Public Library     | River Forest Park District       |
| Emily Compton, Director         | Mike Sletten, Executive Director |
| 735 Lathrop Avenue              | 401 Thatcher Avenue              |
| River Forest, IL 60305          | River Forest, IL 60305           |
| 708-366-5205                    | 708-366-6660                     |
|                                 |                                  |
| Architectural Firm              |                                  |
| Williams Architects             |                                  |
| Andy Dogan, Principal Architect |                                  |
| Natalie Clemens, Architect      |                                  |
| 500 Park Boulevard, Suite 800   |                                  |
| Itasca, IL 60143                |                                  |

#### **AFFIDAVIT**

- I, Michael J. Sletten, in my capacity as Executive Director of the River Forest Park District, state as follows:
- 1. I serve as the Executive Director of the River Forest Park District ("RFPD") and have served in this capacity for many years.
- 2. The Interim Co-Director of the River Forest Public Library ("Library"), Ms. Joanna Bertucci, contacted me in the fall of 2020 to discuss leasing additional space to the Library for the purpose of moving the Library's air handler equipment to the exterior of the Library building.
- 3. During the fall of 2020, several RFPD commissioners discussed the proposed project with Library representatives and viewed the proposed exterior area.
- 4. The RFPD discussed this request at its January 11, 2021, March 8, 2021 and April 12, 2021 board meetings (see agendas attached).
- 5. At the March Meeting, the Board voted to enter into a Memorandum of Understanding ("MOU") with the Library to allow the additional space to be leased to the Library provided that the Library provided a masonry enclosure to match the existing Library façade.
- 6. At the April 12, 2021 Board meeting, a draft MOU was included in the Board packet and the Board voted to approve the MOU with a few changes.
- 7. The RFPD has thoroughly considered the Library's request and has determined that it will not adversely affect the RFPD's current or proposed uses of Centennial Park.

Dated: October 1, 2021

Michael J. Sletten

**Executive Director** 

River Forest Park District

4. Memorandum of Understanding By and Between the River Forest Park District and the Board of Library Trustees of the Village of River Forest Regarding the River Forest Public Library Air Handler Project

The Park District owns the land on which the Library constructed, maintains and operates its building and outdoor spaces. The Library and the Park District are parties to a 1923 lease in this regard. That lease is in effect until July 1, 2022.

The Library and the Park District entered into an MOU, which is included in this application. In the MOU, the Library agreed: (1) to be primarily responsible for the proposed development which is the subject of the planned development application currently before the Village of River Forest, (2) to diligently pursue the proposed development and (3) to construct and maintain the proposed development. In the MOU, the Park District agreed to support the Library's proposed development and to take actions in support thereof as reasonably requested by the Library. Also, as provided in the MOU, the Library and the Park District agreed to negotiate and enter into a new 50-year renewal lease (the "Lease") for the property currently leased, plus the additional square feet of land needed for the Library's proposed development. Under the MOU, the Lease will be finalized and approved before the current lease expires, and the Lease will be effective on the first of the month following the full execution of the Lease by both the Library's Board of Trustees and the Park District's Board of Commissioners. The MOU and the Lease provide that if the Village does not approve the Library's planned development application, the leased premises under the Lease will remain as-is and not include the additional approximately 260 square feet of land needed for the Library's proposed development.

The fully-executed MOU plus Exhibit A thereto, a depiction of the Additional Property to be included in the Library's Lease, are included with this application. Exhibit B to the MOU, certificate(s) of insurance from all contractors naming the Park District as an additional insured, will be provided to the Park District after approval of the project and upon hiring of construction contractors/subcontractors.

# A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE RIVER FOREST PARK DISTRICT AND THE BOARD OF LIBRARY TRUSTEES OF THE VILLAGE OF RIVER FOREST REGARDING THE RIVER FOREST PUBLIC LIBRARY AIR HANDLER PROJECT

THIS MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE RIVER FOREST PARK DISTRICT AND THE BOARD OF LIBRARY TRUSTEES OF THE VILLAGE OF RIVER FOREST REGARDING THE RIVER FOREST PUBLIC LIBRARY AIR HANDLER PROJECT ("Memorandum") is entered into this <a href="mailto:13">13</a> day of <a href="mailto:15">13</a> day of <a href="mailto:15">15</a> day of <a

#### WITNESSETH

WHEREAS, the Park District owns certain real property in the Village of River Forest, Cook County, Illinois south of Chicago Avenue, east of Lathrop Avenue and west of Jackson Avenue ("Property"); and

WHEREAS, the Park District and the Library are parties to a lease for a portion of the Property titled "99 Year Lease River Forest Park District to River Forest Public Library," dated July 1, 1923, as amended on March 26, 1959 (collectively, as amended, the "Lease"), on which the Library constructed, maintains and operates a public library ("Library Property"); and

WHEREAS, the Library desires to improve the Library Property by constructing, maintaining and operating an air handler to serve the public library building on the Library Property ("Project") on property owned by the Park District that is adjacent and contiguous to the Library Property of approximately two-hundred and seventy-five (275) square feet, as depicted in **EXHIBIT A** attached hereto made a part hereof ("Additional Property"), and the Library desires to lease the Additional Property from the Park District; and

WHEREAS, the Park District supports the Project; and

WHEREAS, the Lease expires on July 1, 2022, and the Parties desire to negotiate for and enter into a long term lease to replace the Lease ("New Lease), which New Lease shall extend over and include the Additional Property; and

WHEREAS, the Parties desire to memorialize their respective obligations with regard to the subject matters hereof; and

**WHEREAS**, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, and the Illinois Libraries in Parks Act, 75 ILCS 65/1, *et seq.* authorize intergovernmental cooperation, leases and agreements between the Parties;

- **NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants and agreements contained in this Memorandum, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows:
- 1. <u>INCORPORATION OF RECITALS.</u> The recitals hereto, as set forth above, and the Exhibits hereto, are incorporated herein by reference and are made part hereof.

#### PROJECT.

- A. The Library shall:
- i. Be primarily responsible for the Project and shall take the lead on securing the Permit (as defined in Section 2.D. below).
  - ii. Diligently pursue the Project.
- iii. Provide the Park District with a certificate, or certificates, of insurance naming the Park District as an additional insured from all construction contractors installing the Project and shall require the Project's architect, contractor and subcontractor(s) to comply with the indemnification and insurance provisions set forth in **EXHIBIT B** attached hereto and made a part hereof.
  - iv. Maintain the Project.
  - v. Not place advertising on the Project.
- vi. Reimburse the Park District for up to Five Thousand (\$5,000) of the Park District's out-of-pocket engineering fees and legal fees for the Project.
- vii. Pay all costs of the Project and not permit any lien to stand against the Property, the Additional Property, or the Park District's public funds, except as set forth in Section 2.A.vi. above
- B The Park District shall:
  - Support the Project.

ii. Take actions in support of the Project as are reasonably requested by the Library.

#### C. The Project shall include:

- i. An enclosure around the air handler with dimensions of approximately one foot (1') wide by eight feet (8') tall.
- ii. On the exterior of the enclosure, masonry veneer similar to the public library building on the Library Property.
  - iii. A metal access gate on the west side of the enclosure.
- D. The Library and the Park District shall coordinate their respective engineering reviews of the Project, in order to reduce their respective out-of-packet costs for engineering services.
- E. The Project requires a planned development approved by the Village of River Forest ("Village"). Because the Park District owns the Additional Property, the Park District shall request that the Village approve a planned development permit for the Project ("Permit"), and the Park District shall appoint the Library as the agent of the Park District to pursue Village approval of the Permit. The Parties shall jointly pursue Village approval of the Permit and the Library shall lead the effort to obtain the Permit. The Library shall comply with all conditions of the Village as required by the Permit. If the Village fails to approve the Permit, Section 2 of this Agreement shall be null and void and the leased premises in Section 3.C. below shall only consist of the real estate subject to the Lease and not the Additional Property.
- F. If the honey locust tree in the vicinity of the northwest corner of Project is substantially damaged by construction of the Project, the Library shall replace the tree with one or more trees equaling the measured total caliper of the damaged tree.

#### LEASE.

- A. Rent: Ten Dollar (\$10) one-time payment.
- B. Term: fifty (50) years.

- C. Leased premises: the real estate subject to the Lease along with the Additional Property.
  - Provisions: same as the Lease, to the extent possible.
- E. Indemnification: in addition to the indemnification provided in the Lease, which shall be included in the New Lease, the Library shall also indemnify, hold harmless and defend the Park District, its officers, officials, employees and agents from damages arising out of the use of and ingress and egress, by the Library, its officials, employees and agents, and all third parties over Park District property to and from the Additional Property.

The New Lease shall be subject to, and effective after satisfaction of, all legal requirements, such as, but not limited to, those set forth in the Illinois Park District Code, 70 ILCS 1205/1-1, et seq., the Illinois Local Library Act, 75 ILCS 5/1-1, et seq., and the Illinois Libraries in Parks Act, 75 ILCS 65/1, et seq.

- 4. **NO THIRD PARTY BENEFICIARIES.** This Memorandum is entered into solely for the benefit of the Parties, and nothing in this Memorandum is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Memorandum or to acknowledge, establish, or impose any legal duty to any third party.
- 5. **NO WAIVER OF TORT IMMUNITY DEFENSES.** Nothing contained in this Memorandum is intended to constitute, nor shall constitute, a waiver of the defenses available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., with respect to claims against any Party by third parties.
- 6. <u>NOTICES.</u> Notice or other writings which a Party is required to, or may wish to, serve upon another Party in connection with this Memorandum shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:
  - A. If to the Park District:

Michael Sletten, Executive Director River Forest Park District 401 Thatcher Avenue River Forest, Illinois 60305 Telephone: 708-366-6660

B. If to the Library:

Emily Compton-Dzak, Library Director River Forest Public Library 735 Lathrop Avenue River Forest, Illinois 60305 Telephone: 708-366-5205, extension 319

or to such other address, or additional parties, as a Party may from time to time designate in a written notice to the other Party. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.

- 7. <u>COUNTERPARTS.</u> This Memorandum may be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Memorandum.
- 8. **ENTIRE AGREEMENT.** This Memorandum contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the subject matter herein. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Memorandum which are not fully expressed herein.
- 9. **AMENDMENTS.** This Memorandum may be amended by mutual written consent of the Parties hereto.
- 10. <u>TERM OF AGREEMENT.</u> This Memorandum shall continue in full force and effect until terminated by any Party upon twelve (12) months prior written notice to the other Party, which termination may be made with or without cause. Sections 4, 5, 7, 8 and 11 of this Memorandum shall survive the termination of this Memorandum
- 11. <u>VENUE AND APPLICABLE LAW.</u> This Memorandum, and all matters or issues relating to the interpretation, validity, performance and enforcement of it, shall be governed by the laws of the State of Illinois applicable to contracts performed entirely within this state. The Parties agree for the purpose of any litigation or proceeding brought with response to this Memorandum and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois.
- 12. **EFFECTIVE DATE.** The Effective Date shall be the date on which the last of the Parties executes this Memorandum.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the Park District has caused this Memorandum to be executed by its President and attested by its Secretary and the Library has caused this Memorandum to be signed by its President and attested by a Secretary.

| RIVER FOREST PARK DISTRICT | BOARD OF LIBRARY TRUSTEES OF<br>THE VILLAGE OF RIVER FOREST |
|----------------------------|---|
| By: Kynn Libera President  | By: What I. Hill President                                  |
| ATTEST:                    | Eleanor Ahona   |
| Secretary Secretary        | Secretary   |
| Dated: 6/23, 2021          | Dated: \(\sqrt{uni}\)3\\_,2021                              |

#### **EXHIBIT A**

#### ADDITIONAL PROPERTY DEPICTION

(attached)

#### EXHIBIT B

#### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### Indemnification

To the fullest extent permitted by law, the contractor performing the work ("Contractor") shall indemnify and hold harmless the Park District and its officers. officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate. abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

Contractor shall obtain insurance of the types and in the amounts listed below.

#### A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability ("CGL") and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office ("ISO") occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary

insurance with respect to any other insurance or self-insurance afforded to Park District. Any insurance or self-insurance maintained by Park District shall be excess of the Contractor's insurance and shall not contribute with it.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

#### B. Continuing Completed Operations Liability Insurance

Contractor shall maintain CGL and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

#### C. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

#### D. Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

#### E. General Insurance Provisions

#### 1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to Park District shall be by certified mail, return receipt requested.

Failure of Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Park District shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Park District whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Park District's written request for said copies.

#### 2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

#### 3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

#### 4. Deductibles and Self-Insured Retentions

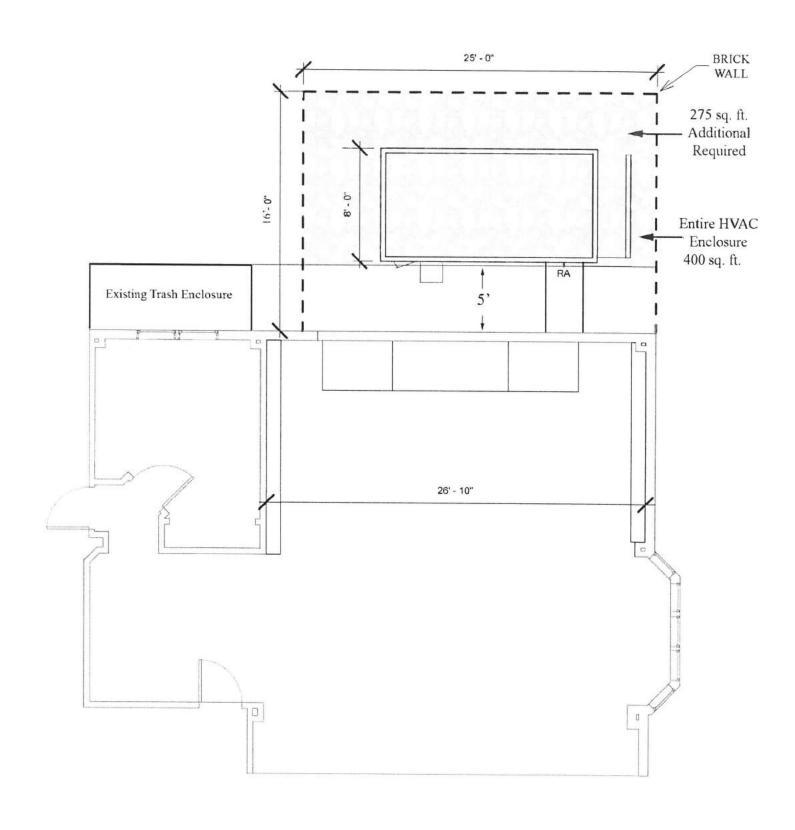
Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

#### 5. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Park District, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

#### F. Professional Liability Insurance

The architect for the Project shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each wrongful act arising out of the performance or failure to perform professional services.



## 1 Exhibit A

#### 5. Statement regarding River Forest Public Library Lease

Because the Library's project is weather dependent, and, therefore, time is of the essence, the Library has been simultaneously finalizing its Lease negotiations with the Park District while also pursuing its planned development with the Village. The 50-year Lease has been drafted and is in the final review stage by attorneys for the Park District and the Library and their respective officials. The final step will be approval of the Lease by the Park District Commissioners and the Library Board of Trustees at their respective regular meetings this fall. The Library acknowledges and understands that it must have the Lease in place with the Park District in order to construct, maintain and operate the proposed development. The Library expects that the Lease will receive final approval prior to final Village action on the Library's planned development application. If the Lease has not been approved prior to final Village action on the Library's application, the Library would be willing to accept as a condition of approval in the planned development permit a requirement that the Library provide the Village with proof of rights to occupy and improve the area that is the subject of the permit prior to issuance of a building permit for the Library's proposed development.

#### 6. Statement indicating compliance with the Village of River Forest Comprehensive Plan

The Village of River Forest Comprehensive Plan notes the need for the Library to better serve the community by working to meet the growing demand for meeting and activity space. The Library has one meeting room, The Barbara Hall Meeting Room, which is typically in near constant use for both Library programs and community meetings. In 2019, the most recent regular year before the COVID-19 pandemic, the Library had to deny 150 meeting room requests from the public because the Barbara Hall Meeting Room was already booked. Upon making the room available for bookings again this Fall, the Library is already struggling to meet the demand for reservations while also utilizing the room to offer quality programming to the community.

Approving the planned development request to install the air handler and its enclosure outside of the Library building would allow the Library to add a second space for programs and community activities, and would be in keeping with the following principles, values, and objectives of the Village of River Forest Comprehensive Plan:

Core Community Principle: Strengthening our property values and enhancing our quality of life.

The Library works to support the core community principle to enhance villagers' quality of life in a variety of ways, including providing meeting space to community groups and providing a wide range of programs and services for all ages. The Library actively engages with young children to support early literacy, serves as a hub for middle school students, and collaborates with the River Forest Township and others to provide programs and services to seniors. Targeted programs and services include support for D90 initiatives, dementia-friendly programs, and sustainability initiatives. With more space, the Library will be able to further develop its services, programs, and partnerships, which is also in keeping with the expressed Community Value of Continuing to provide high quality and responsive community facilities and services.

Increasing the amount of community space within the Library building also supports the following core objectives included in the Comprehensive Plan:

Land Use & Development Core Objective: Provide for public/quasi-public uses to continue the high quality of facilities and services within the community.

Community Facilities Core Objective: regularly review Village facilities, infrastructure, and services to identify potential issues and prepare for necessary renovations, replacements and improvement projects.

#### 7. Survey, legal description and street address of the subject property

Prairie Land Survey Company created the enclosed survey to capture the entire area needed for the project.

The legal description of the Library's entire property as contemplated by the Lease is:

#### Parcel 1:

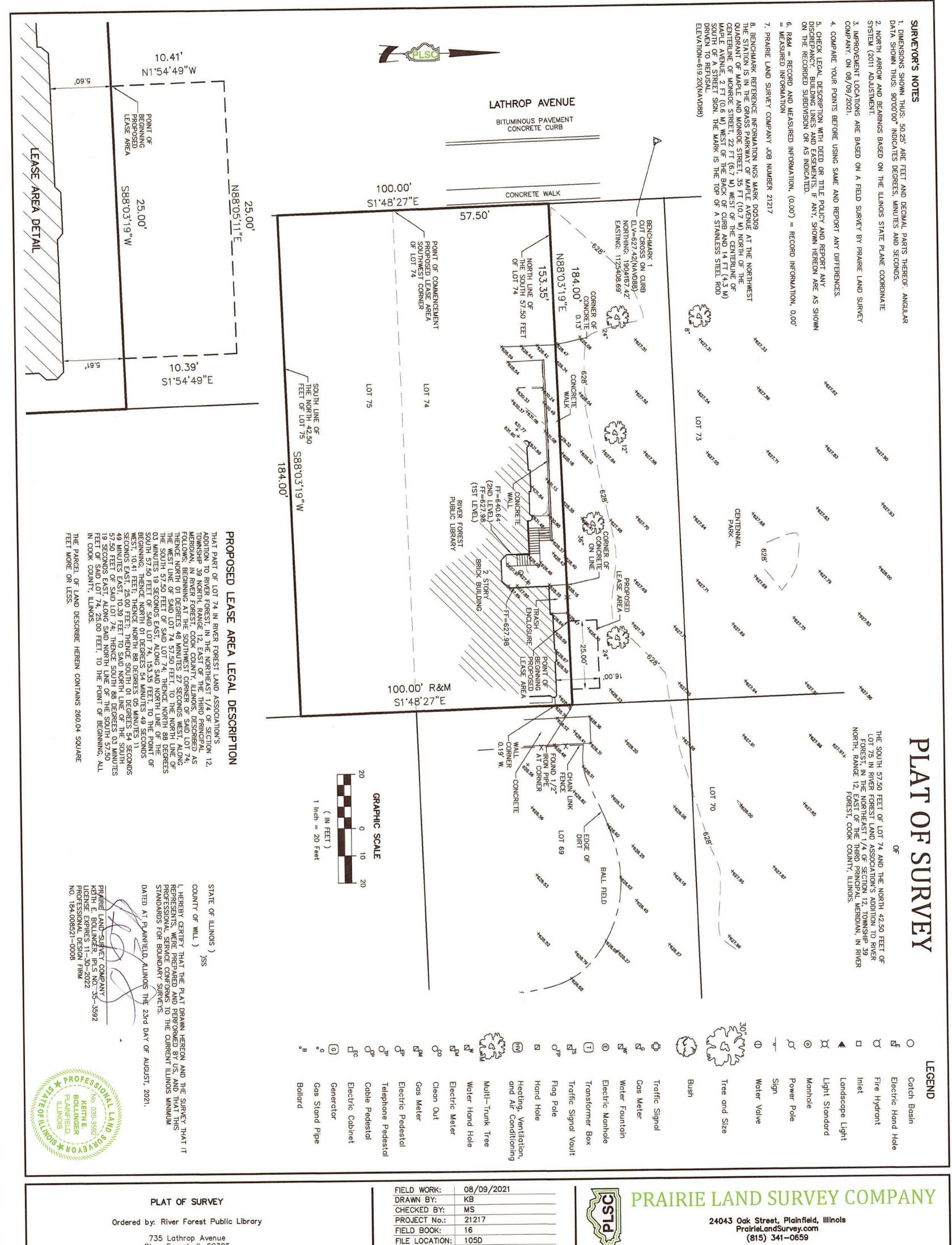
THE SOUTH 57.50 FEET OF LOT 74 AND THE NORTH 42.50 FEET OF LOT 75 IN RIVER FOREST LAND ASSOCIATION'S ADDITION TO RIVER FOREST, IN THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN RIVER FOREST, COOK COUNTY, ILLINOIS.

#### Parcel 2:

THAT PART OF LOT 74 IN RIVER FOREST LAND ASSOCIATION'S ADDITION TO RIVER FOREST, IN THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH. RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN RIVER FOREST, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 74; THENCE NORTH 01 DEGREES 48 MINUTES 27 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 74 57.50 FEET, TO THE NORTH LINE OF THE SOUTH 57.50 FEET OF SAID LOT 74; THENCE NORTH 88 DEGREES 03 MINUTES 19 SECONDS EAST, ALONG SAID NORTH LINE OF THE SOUTH 57.50 FEET OF SAID LOT 74, 153.35 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 54 MINUTES 49 SECONDS WEST, 10.41 FEET; THENCE NORTH 88 DEGREES 05 MINUTES 11 SECONDS EAST, 25.00 FEET; THENCE SOUTH 01 DEGREES 54 SECONDS 49 MINUTES EAST, 10.39 FEET TO SAID NORTH LINE OF THE SOUTH 57.50 FEET OF SAID LOT 74; THENCE SOUTH 88 DEGREES 03 MINUTES 19 SECONDS EAST, ALONG SAID NORTH LINE OF THE SOUTH 57.50 FEET OF SAID LOT 74, 25.00 FEET, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

THE PARCEL OF LAND DESCRIBE HEREIN CONTAINS 260.07 SQUARE FEET MORE OR LESS.

Address of the subject property is 735 Lathrop Avenue, River Forest, IL 60305.



735 Lathrop Avenue River Forest, IL 60305

| FIELD WORK:    | 08/09/2021 |   |
|----------------|------------|---|
| DRAWN BY:      | KB         |   |
| CHECKED BY:    | MS         |   |
| PROJECT No.:   | 21217      | _ |
| FIELD BOOK:    | 16         |   |
| FILE LOCATION: | 105D       |   |
| DRAWING FILE:  | 21217      |   |



8. Scaled site plans

Enclosed. AS1.0 and AS2.0

9. Schematic drawings

Enclosed AS1.0 and AS2.0

10. Site drainage plan

Enclosed. AS1.0

11. Landscaping plan

Enclosed AS1.0

12. Construction staging plan

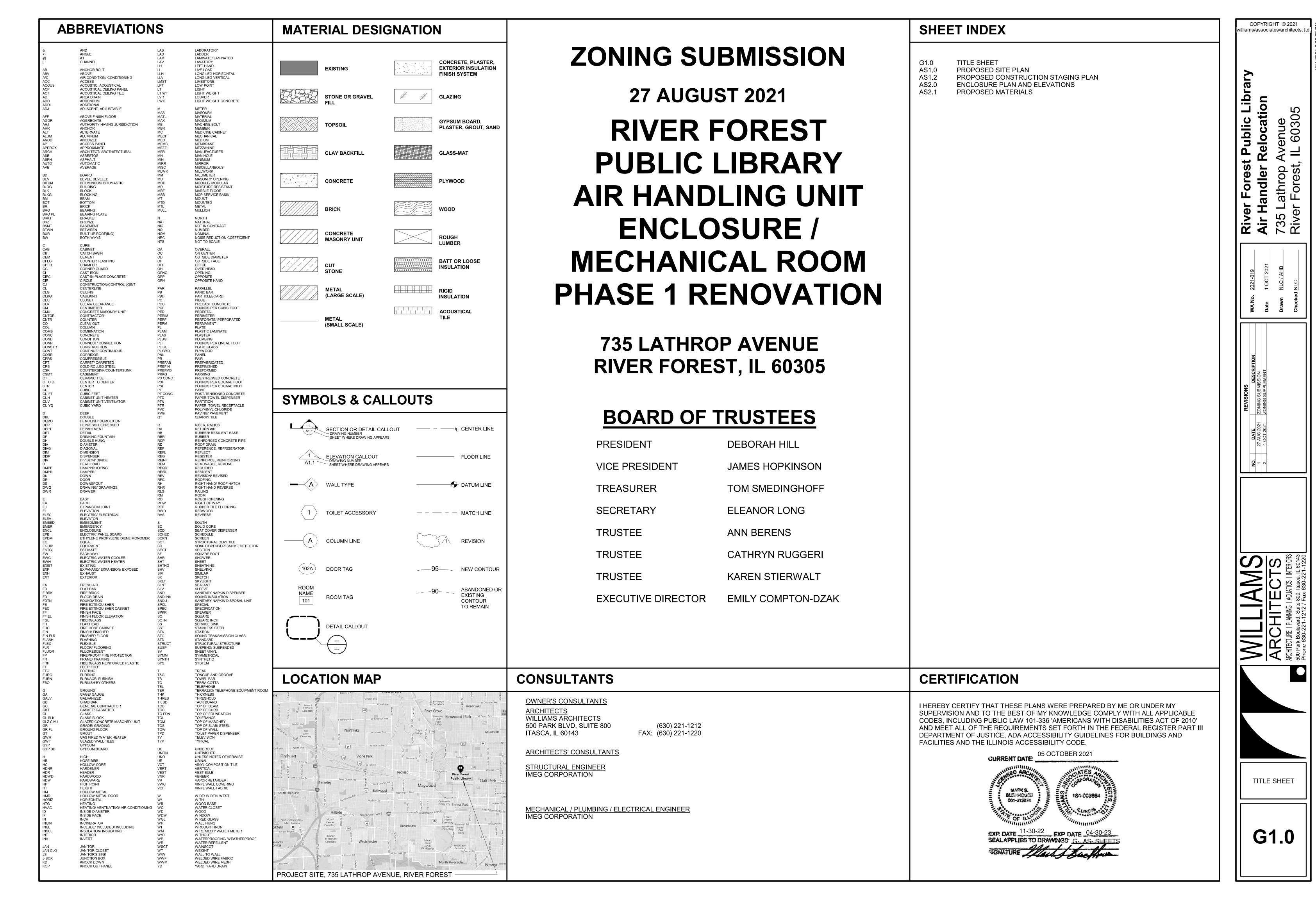
Enclosed. AS1.2

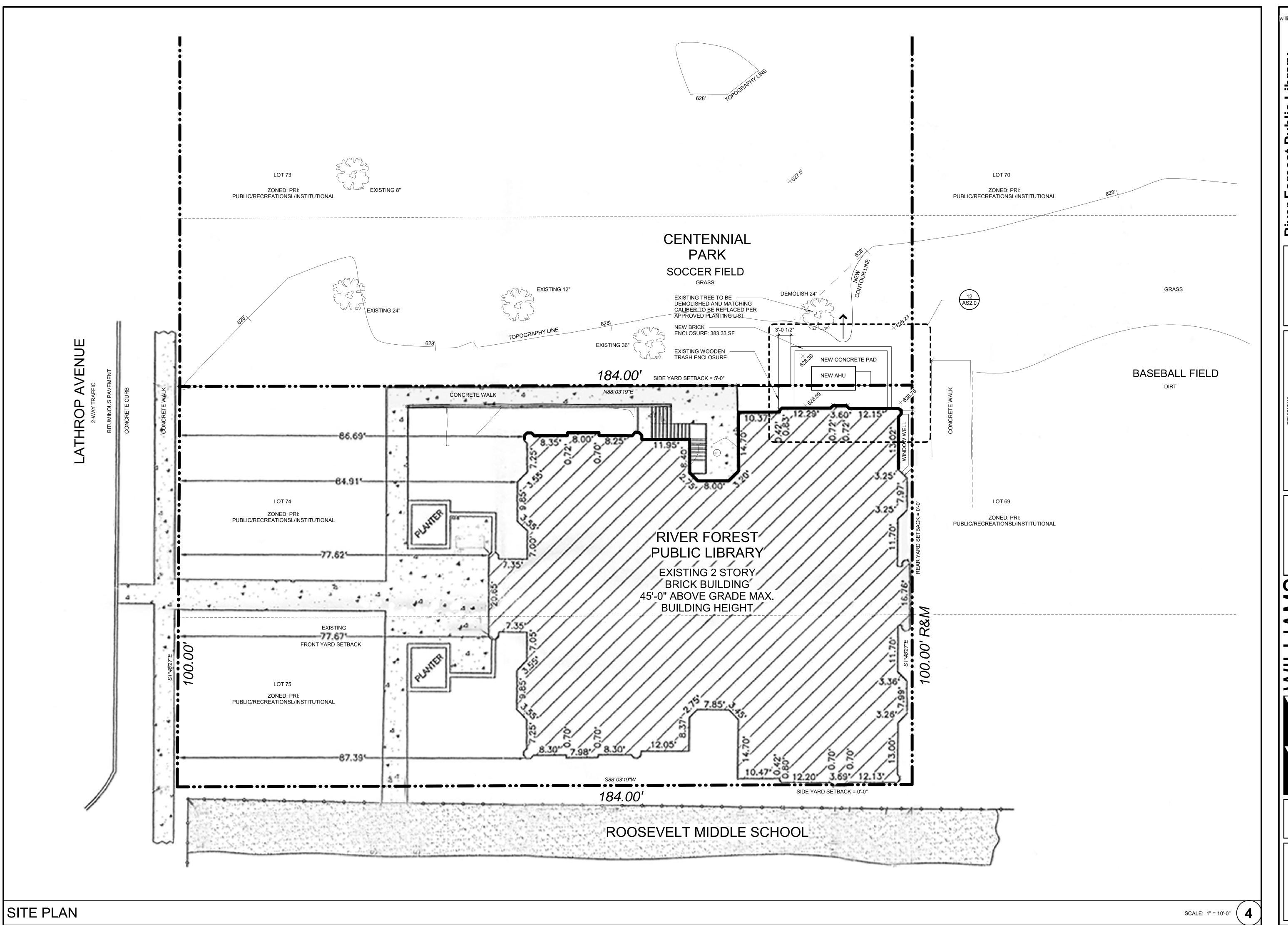
13. Interior room buildout

Enclosed.

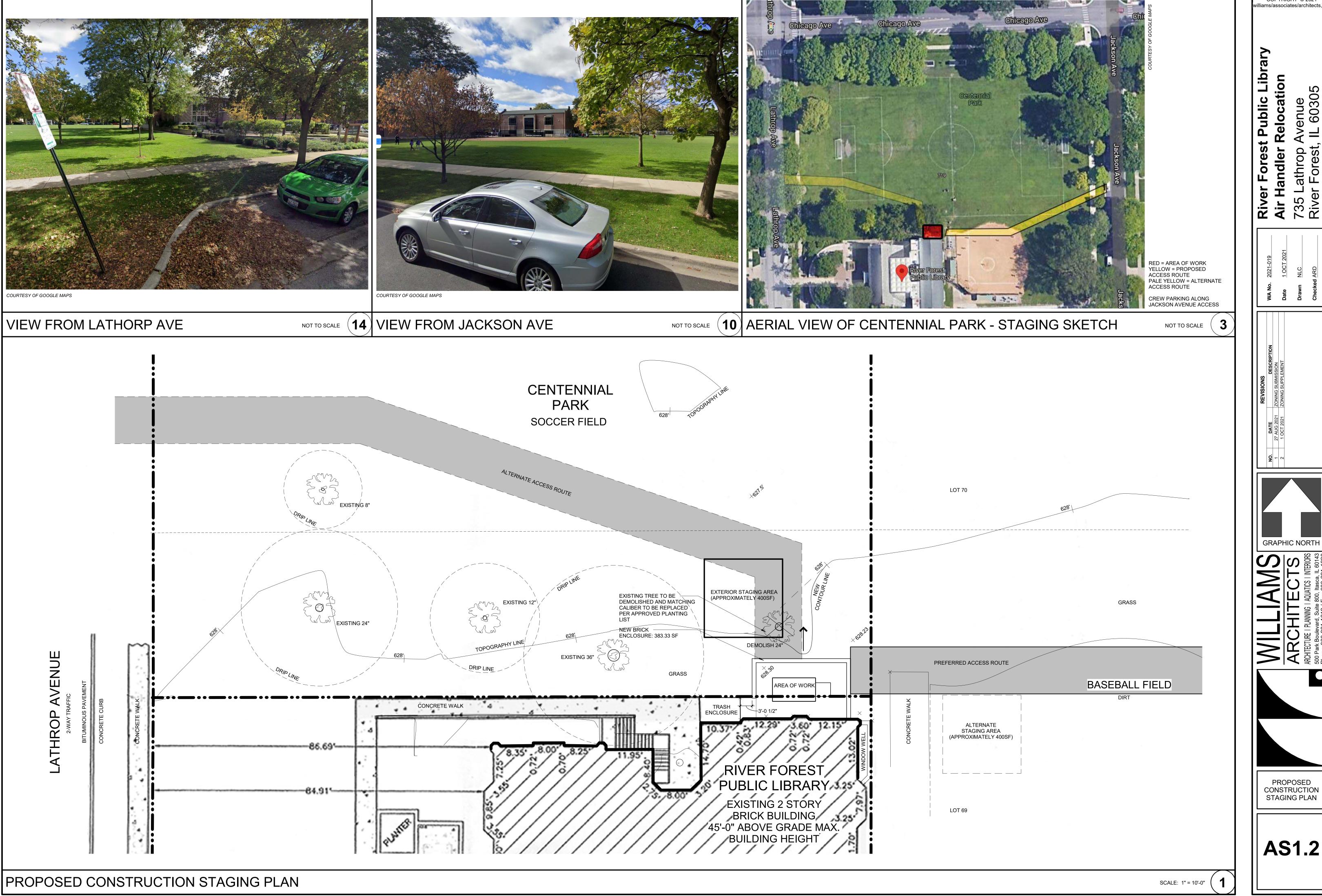
14. Schedule of development

Enclosed.

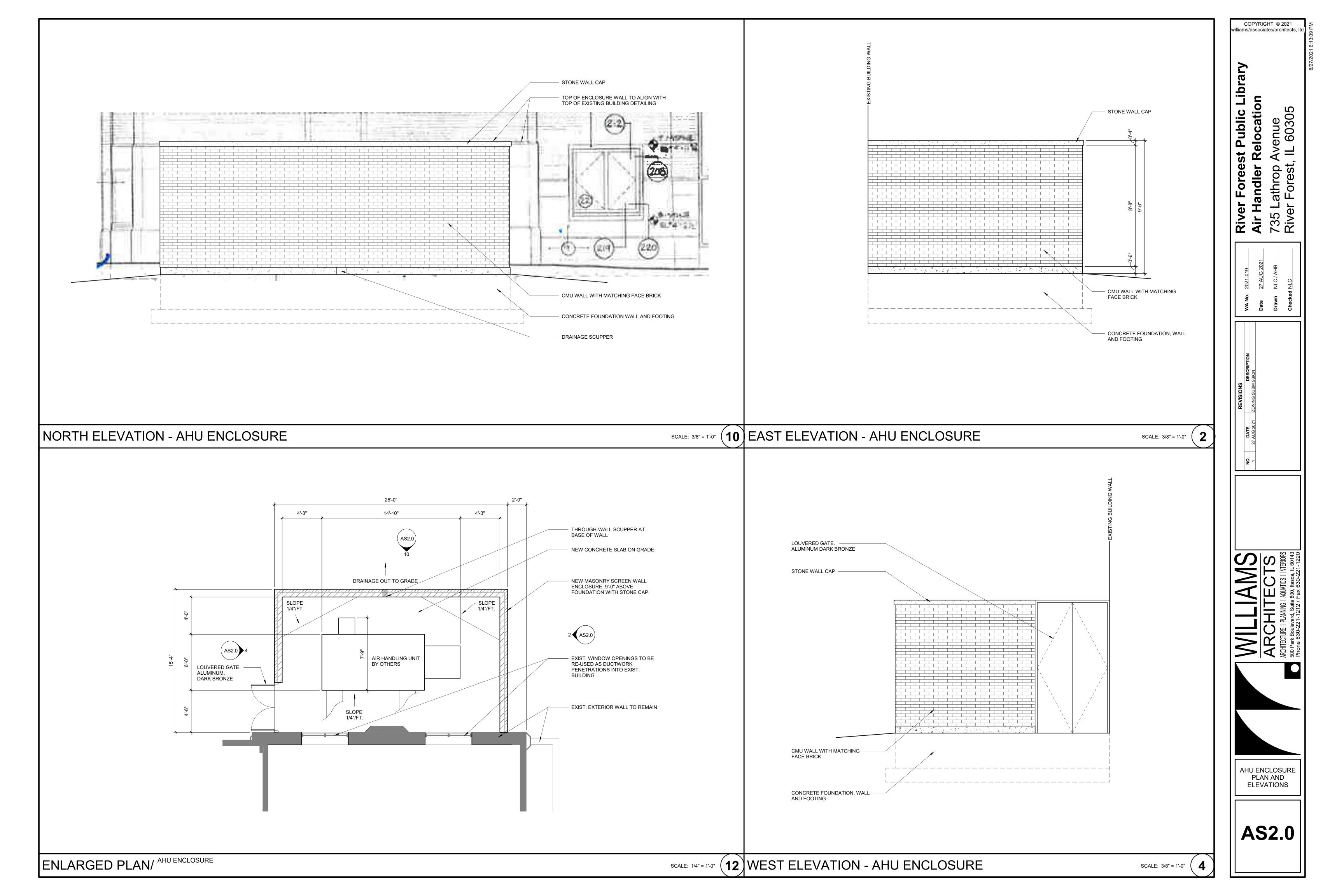


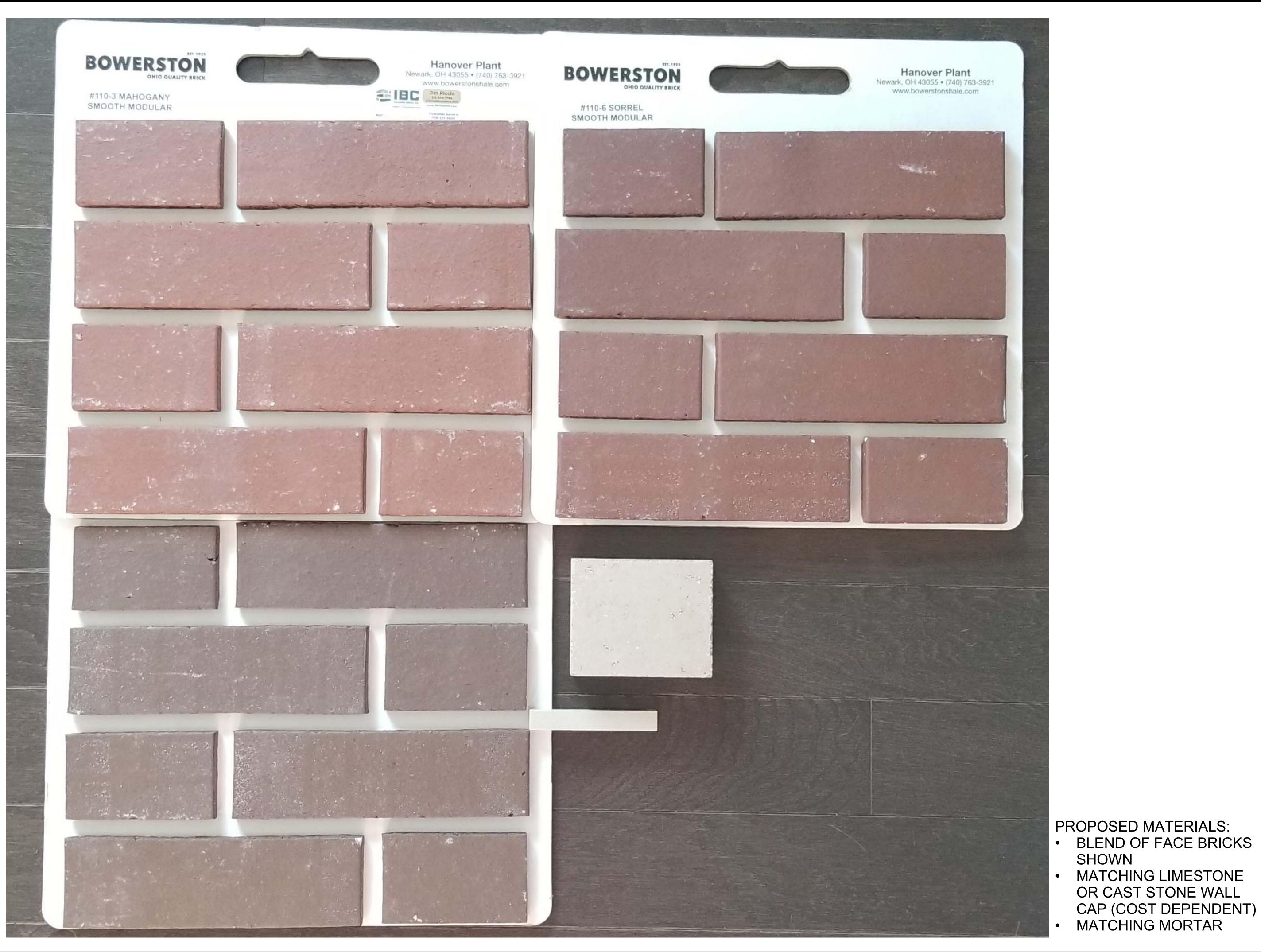


River Air Ha 735 La River PROPOSED SITE PLAN **AS1.0** 



Relocation **Public** Handler River Air Ha 735 La River I PROPOSED CONSTRUCTION STAGING PLAN



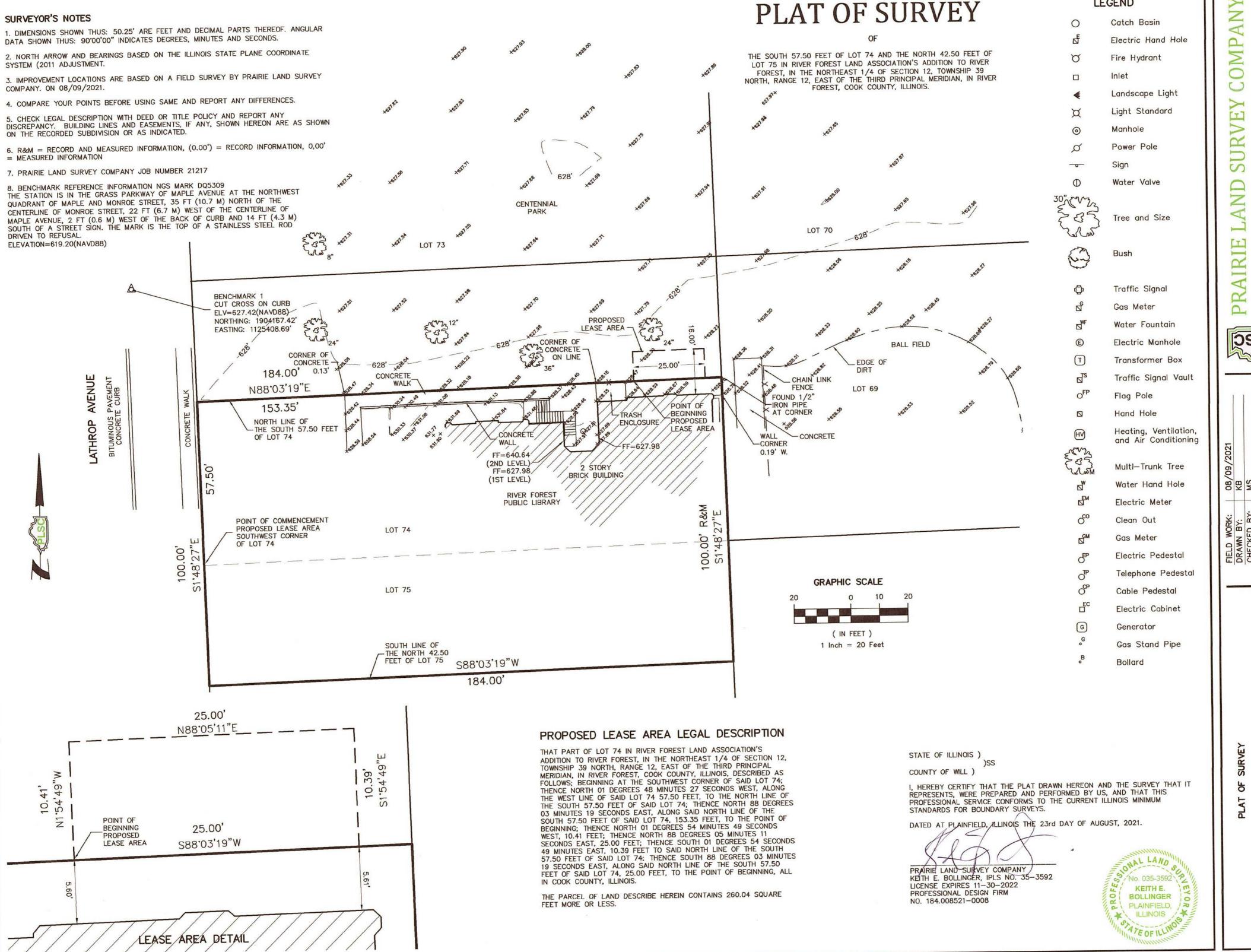


River Foreest Public Lib
Air Handler Relocation
735 Lathrop Avenue
River Forest, IL 60305



PROPOSED MATERIALS

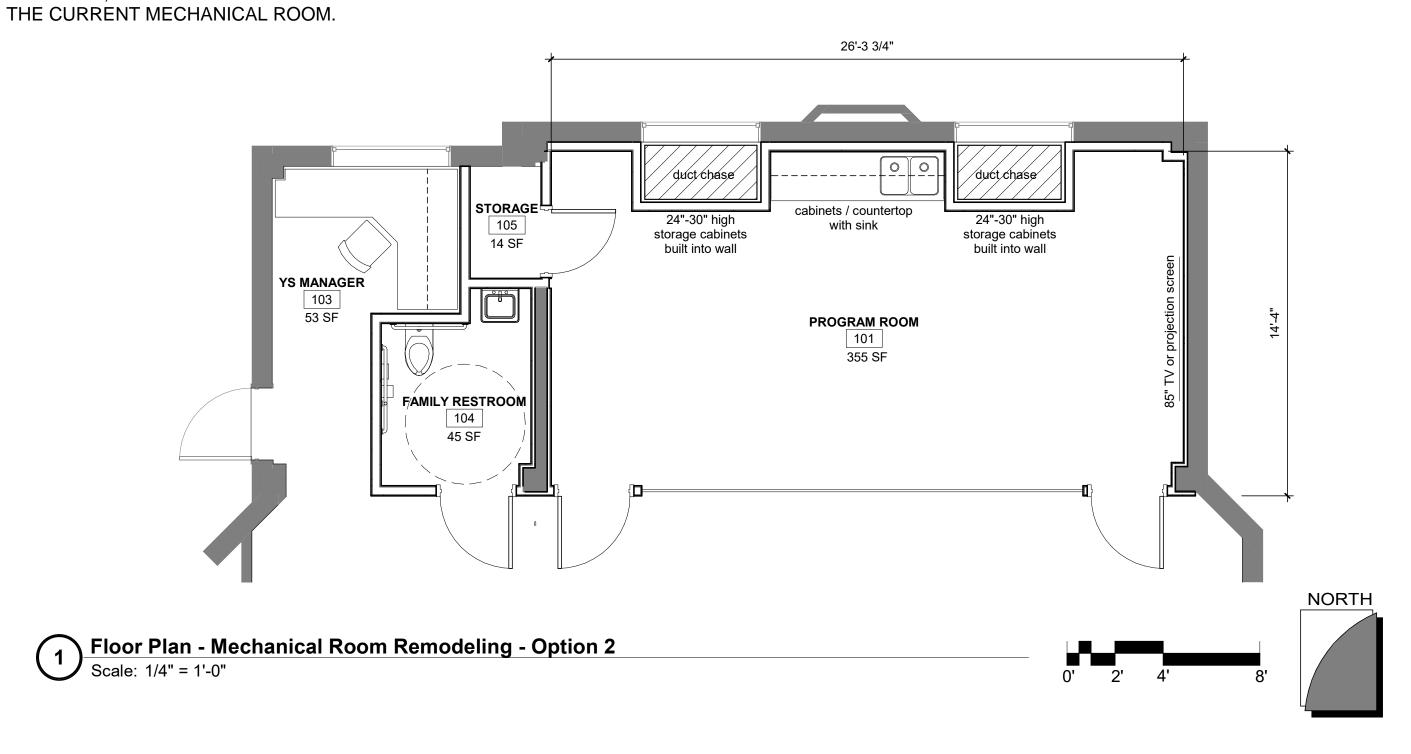
**AS2.1** 



LEGEND

Publ Forest Lathrop Forest, I River 735 River

PHASE 2 PLAN: COMPLETE
WE ARE CURRENTLY WORKING ON PHASE 1 WHICH IS MOVING THE
AHU AND PREPPING THE SPACE FOR THE BUILD OUT. PHASE 1 DOES
NOT INVOLVE THE STOREFRONT OR ENTRANCES, THE TOILET ROOM
BUILT OUT, OR ANY REARRANGEMENT OF THE SPACE OUTSIDE OF





## SURFACE MOUNTED GATE LOCK

Item No. LAKQU2

High quality gate lock with aluminum housing and stainless steel mechanism. We recommend this lock as the standard for your industrial gates. The latch and dead bolt have 3/4" continuous adjustment to allow perfect latching / locking of the mechanism. A stainless steel throw of 7/8" guarantees secure locking. Handle depends on color: silver locks ship standard with the modern aluminum anodized handle pair and all other colors ship with the black ornamental handle pair. The latch gap required is keep dependent, but the standard and security keeps require a 1-1/4" latch gap. For a fast and highly precise installation, we recommend using the Drill-Fix drilling jig.



- ISO 9227 KTL / E-coated lock box withstands 1000 hours of salt spray test
- Easy left or right changing of the self-latching daybolt
- Throw of the dead bolt, 7/8" in 1 turn of the key
- Key-operated self-latching bolt, allows Free Exit application
- 4-hole mounting with two hex head socket screws
- Center distance bolts: 2-3/8"
- Continuous adjustment of the daybolt up to 3/8" without removing the lock box
- Stainless steel mechanism

#### AVAILABLE IN FOLLOWING RAL-COLORS













ZILV

**RAL 6005** 

**RAL 6009 RAL 7016** 

**RAL 9010** 

#### **FEATURES**

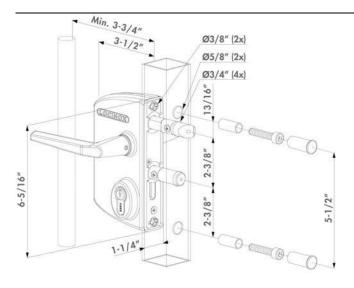














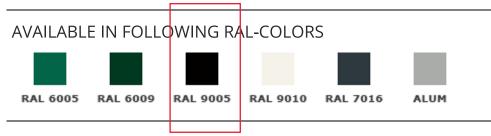
## SURFACE MOUNTED DROPBOLT WITH ALUMINIUM BOLT

Item No. VSA-

Standard dropbolts with the innovative Quick-Fix fixation. The dropbolt is autolocked between the gate wings after closing the gate.



- Aluminium pin
- Aluminium head block and housing
- For gate profiles 1-1/2" or more
- Height adjustability of the drop bolt: 4"
- Throw: 5-1/2"
- Self-locking between the leaves
- Fast and easy fixation with Quick-Fix bolts
- Easy to retrofit



#### **FEATURES**

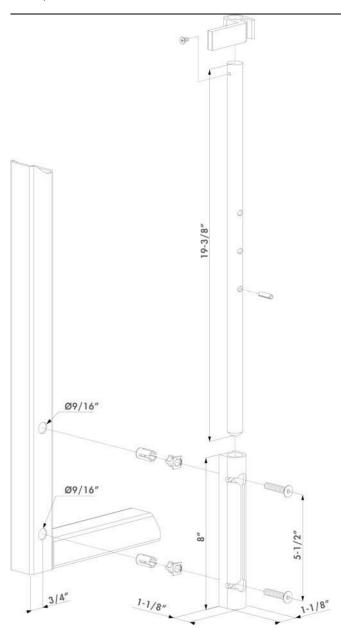














#### **CODE MATRIX**

#### LIST OF APPLICABLE CODES:

- INTERNATIONAL BUILDING CODE 2003 WITH LOCAL AMENDMENTS
- INTERNATIONAL FIRE CODE 2003 WITH LOCAL AMENDMENTS
- NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101 2003 EDITION
- INTERNATIONAL MECHANICAL CODE 2003 EDITION WITH LOCAL AMENDMENTS
- INTERNATIONAL FUEL GAS CODE 2003 WITH LOCAL AMENDMENTS
- NATIONAL ELECTRIC CODE 2005 WITH LOCAL AMENDMENTS
- ILLINOIS PLUMBING CODE 2014 WITH LOCAL AMENDMENTS
- INTERNATIONAL ENERGY CONSERVATION CODE 2018 EDITION WITH LOCAL AMENDMENTS

• ILLINOIS ACCESSIBILITY CODE (71 IAC 400)

| ITEM | ISSUE                      | CHAPTER/<br>ARTICLE  | ORDINANCE ACTUAI REQUIREMENT                    |   | LOC.<br>PG# | AGENCY<br>TEST NO. | REMARKS   |
|------|----------------------------|----------------------|---|---|-------------|--------------------|---|
| PART | 1 – ZONING                 | AKTIOLL              | REQUIREMENT                                     |   | 10"         | TEST NO.           |   |
| 1.01 | ZONING<br>DISTRICT         | 10-6-1<br>10-6-2 MAP | PRI   | PRI   |             | -                  | -EXISTING TO REMAIN   |
| 1.02 | LOT AREA:                  | 10-16-5              | 25,000 SF MIN                                   | 18,400 SF   | AS1.0       | -                  | -EXISTING TO REMAIN<br>-DOES NOT CONFORM,<br>GRANDFATHERED  |
| 1.03 | MINIMUM LOT<br>WIDTH:      | 10-16-5              | 125 FT  | 100 FT  | AS1.0       | -                  | -EXISTING TO REMAIN<br>-DOES NOT CONFORM,<br>GRANDFATHERED  |
| 1.04 | MINIMUM LOT<br>DEPTH:      | 10-16-5              | 125 FT  | 184 FT  | AS1.0       | -                  | -EXISTING TO REMAIN   |
| 1.05 | MAXIMUM LOT<br>COVERAGE    | 10-16-6              | 50% = 9,200 SF                                  | 8,120 SF<br>BUILDING<br>385 SF NEW<br>AHU<br>ENCLOSURE,                               | AS1.0       | -                  | -EXISTING TO REMAIN<br>BUILDING, ADDED AHU<br>ENCLOSURE     |
| 1.06 | MAX BUILDING<br>AREA (FAR) | 10-16-6              | 1.0 = 18,400 SF                                 | .87 = 16,154 SF   | AS1.0       | -                  | -   |
| 1.07 | MINIMUM SETBACI            |                      | T   |   |             | 1                  |   |
|      | FRONT                      | 10-16-8A             | 50 FT   | 77′-11″   | AS1.0       | -                  | -EXISTING TO REMAIN   |
|      | CORNER                     | 10-16-8A             | 50 FT   | N/A   | AS1.0       | -                  | -   |
|      | REAR                       | 10-16-8B             | 25 FT   | 0 FT  | AS1.0       | -                  | -EXISTING TO REMAIN<br>-DOES NOT CONFORM,<br>GRANDFATHERED  |
|      | SIDE                       | 10-16-8B             | 25 FT   | 4'-8" FT BUILDING 0'-0" AND 10'-8" OVERAGE ONTO PARK DIST. PROPERTY FOR AHU ENCLOSURE | AS1.0       | -                  | -EXISTING TO REMAIN<br>-DOES NOT CONFORM,<br>GRANDFATHERED. |
|      | BLDG<br>SEPARATION         | -                    | -   | -   | AS1.0       | -                  | -EXISTING TO REMAIN   |
|      | REAR OPEN<br>SPACE         | -                    | -   | -   | AS1.0       | -                  | -EXISTING TO REMAIN   |
| 1.08 | MAXIMUM BLDG<br>HEIGHT     | 10-16-7              | 40 FT STANDARD<br>50 FT W/ SETBACK<br>EXCEPTION | 45'-0"  | A4.1        | -                  | -EXISTING TO REMAIN -BUILDING CONFORMS                      |
| 1.09 | MAXIMUM<br>STORIES         | -                    | -   | 2 – BLDG  | A4.1        | -                  | -EXISTING TO REMAIN   |

#### RFPL AHU Encosure / Zoning Matrix / Page 2

| 1.10 | OFF STREET<br>PARKING         | 10-16-9D                        | 1 PER 250SF<br>PUBLIC AREA, +1<br>FOR EACH 2<br>EMPLOYEES = 57 | 0 SPACES   | AS1.0 | - | -EXISTING TO REMAIN<br>-DOES NOT CONFORM   |
|------|-------------------------------|---------------------------------|--|--|-------|---|--|
| 1.11 | TREE<br>PRESERVATION          | 10-24-5A1                       | DIA. MIN REMOVAL<br>=6" AT 12" ABV GRD                         |  | AS1.0 | - | -REQUIRES AUTHORIZATION FOR REMOVAL. WRITTEN STATEMENT TO BE PROVIDED.   |
| 1.12 | CONDITIONS OF<br>TREE REMOVAL | 10-24-5-A2E<br>10-24-5-<br>A3A2 | LOCATION OF<br>PROPOSED<br>STRUCTURE                           | PROPOSED<br>STRUCTURE<br>INTERRUPTS<br>ROOT BALL | AS1.0 | - | -APPROVAL TO BE<br>SOUGHT. REPLACEMENT<br>SHALL BE OF SMALLER<br>TREES OF EQUAL TOTAL<br>CALIBER FROM<br>APPROVED PLANT TYPE<br>LIST 10-24-10-E. |



#### 01 October 2021

From: Williams Architects 500 Park Boulevard, Suite 800 Itasca, IL 60143

To: River Forest Public Library c/o Emily Compton-Dzak 735 Lathrop Ave River Forest, IL 60305

RE: AHU Replacement and Enclosure Project - Schedule of development.

Dear Ms. Compton-Dzak,

The following is our updated expected schedule of development that is based on approval of the DRB Review and timely responses provided by the owner:

| Milestone 1: Construction Documents Milestone 2: Submit for Permits Milestone 2: Advertisement for Bids Milestone 3: DRB Review   | Complete 19 October 2021<br>Submit 20 October 2021<br>Post 20 October 2021<br>21 October 2021 | 3 weeks<br>6 weeks est.<br>3 weeks               |
|---|---|--|
| Milestone 4: Pre-Bid Meeting Milestone 5: Bidder's Questions Due Milestone 6: Addendum Release Milestone 7: Bid Opening   | 1 November 2021<br>3 November 2021<br>8 November 2021<br>11 November 2021                     |  |
| Milestone 8: Review and Award Contract<br>Milestone 9: Contract Negotiations<br>Milestone 10: Owner Purchase long lead items  | 23 November 2021<br>28 December 2021<br>29 December 2021                                      | 2 weeks<br>5 weeks avg.<br>12 weeks lead         |
| Milestone 11: Permit Comments Released<br>Milestone 12: Permit Response Released<br>Milestone 13: Expected Permit Award   | 11 November 2021<br>18 November 2021<br>2 December 2021                                       | 3 weeks est.<br>1 week est.<br>2 weeks est.      |
| Milestone 14: Pre-Construction Meeting<br>Milestone 15: Mobilization<br>Milestone 16: Submittals  | 3 January 2021<br>14 January 2021<br>28 January 2021  | 2 weeks est.<br>2 weeks est.                     |
| Milestone 17: Construction Start date Milestone 18: Exterior Preparation Milestone 19: Concrete pour and cure Milestone 20: HVAC delivery and installation Milestone 21: Clear and correct adjacent sites For turn-over (hard date) | 31 January 2021<br>18 February 2021<br>25 March 2021<br>31 March 2021<br>31 March 2021        | 3 weeks est.<br>5 weeks est.<br>1 week<br>1 week |
| Milestone 22: Interior construction<br>Milestone 23: Substantial Completion (90%)<br>Milestone 24: Final Completion   | 21 April 2021<br>22 April 2021<br>29 April 2021   | 3 weeks<br>1 week                                |

Milestone 25: Close Contract / Final Pay

6 May 2021

1 week

Sincerely,

Natalie L. Clemens Project Architect

ENCL: n/a

15. Statements regarding photometric plan, shadow study, and sign plan

The Library's planned development includes no light fixtures or signage that would warrant a photometric or sign plan. The planned development will not impact surrounding properties in such a way as to necessitate a shadow study.

16. Statement regarding existing covenants, easements and other restrictions on use of land.

The Library is not aware of any covenants, easements or other restrictions on the use of land that would be affected by the proposed development.

17. Statement regarding recording a certified copy of the zoning ordinance with the Cook County recorder of deeds' office

If the Village Board passes the proposed development, the Library will record a certified copy of the zoning ordinance granting the planned development permit with the Cook County Recorder of Deeds' Office and provide evidence of said recording to the Village of River Forest within thirty days of passage.

#### 18. Statement regarding waiver of traffic study

The Development Review Board approved the Library's request to waive the application requirement for a traffic study at the June 3, 2021 pre-filing conference.

#### 19. Economic analysis

Chicago Project Management estimated the cost for the purchase and installation of a new air handler, the masonry enclosure, a redundant heat source, architectural drawings and project management, and the preliminary buildout of the mechanical room to be roughly \$269,000, based on pricing determined in early 2021. This number included a \$23,000 contingency. Upon hiring Williams Architects for their architectural and construction administration services and in consultation with Williams, the Library updated the estimated cost of the project to \$290,000, which includes a 10% contingency.

At its February 23, 2021 meeting, the River Forest Public Library Foundation voted to approve a \$100,000 grant request from the Library in support of the project. At the close of fiscal year 2020-21, the Library had approximately \$1,028,838 in reserve funds, \$210,000 of which is reserved specifically for capital projects. The Library will transfer additional funds to the capital account in a regular annual transfer from the 2021-22 budget, which will further replenish the capital fund for future projects.

The Library does not anticipate the proposed planned development project will have any economic impact upon Village infrastructure and operations, upon surrounding property values, or upon the schools.



## River Forest Public Library HVAC Feasibility Study 2021 Update

Chicago Project Management has updated its 2017 River Forest Feasibility Study to reflect 2021 pricing and an upgrade of the HVAC unit enclosure. After discussions with several vendors it was agreed that the 2017 budgets numbers could simply, but accurately, be adjusted upward by 15 percent to reflect four years of price and labor increases.

Following discussions with library staff it was agreed that a chain link enclosure around the new HVAC equipment would not be aesthetically pleasing and this item was revised to reflect of a brick enclosure with a limestone cap. Our experience with a similar HVAC at the Westmont Public Library has found that a less expensive vinyl fence would be another option to consider.

All of this study's pricing should only be treated as estimates. While detailed prices were discussed with the major contractors, final architectural permit drawings would be required in order to obtain firm competitive bids.

The same interior and exterior sketches from 2017 are applicable.

| Item                              | Co | st Estimate | Notes   |
|-----------------------------------|----|-------------|---|
| New HVAC Equipment & Installation | \$ | 142,370     | Concrete pad, new air handler, ductwork, etc. |
| Mechanical Equipment in New Space | \$ | 19,780      | Mechanical, electric & fire protection        |
| Enclosure Masonry Wall            | \$ | 24,500      | Brick enclosure with limestone cap            |
| New Area Walls                    | \$ | 2,875       | Drywall (no doors)                            |
| New Area Ceilings                 | \$ | 1,725       | Suspended 2 x 2                               |
| New Area Raised Flooring          | \$ | 11,500      | To match existing area height                 |
| Redundant Electric Heating Unit   | \$ | 20,000      | Optional for use on boiler failure            |
| Architecture/Permit Drawings      | \$ | 8,000       |   |
| Project Management                | \$ | 15,000      |   |
| Contingency (10%)                 | \$ | 23,075      |   |
| TOTAL                             | \$ | 268,825     |   |

1 3/1/2021

20. Statement regarding environmental impact studies required by law

The Library is not aware of any environmental impact studies required by law by the proposed development.

21. Statement regarding demand on village services

The Library does not anticipate further demand on Village services resulting from this project.

22. Statement regarding demand on local elementary schools

The Library's planned development project will have no impact on the demand on local elementary schools.

23. Statement regarding off site utility improvements

The Library does not anticipate changes to Village utility demand resulting from this project.

24. Written summary of residents' comments pertaining to the proposed application

While there were no attendees at the April 28, 2021 Neighbors' Meeting regarding the Library's project, one resident emailed their concern to the Library Director upon receiving notice of the meeting. The resident's concern was that the Village's construction hours be adhered to throughout the project, particularly on Saturdays, to avoid disruptive noise very early in the morning.

25. Statement regarding site development allowances

The Library is not requesting any site development allowances.