

# VILLAGE OF RIVER FOREST REGULAR VILLAGE BOARD MEETING

Monday, November 27<sup>th</sup>, 2023 – 7:00 PM Village Hall – 400 Park Avenue – River Forest, IL 60305 Community Room

# AGENDA

You may submit your written public comments via email in advance of the meeting to: <u>vbot@vrf.us</u>. Anyone may listen to the meeting by participating in a Zoom conference call as follows: dial-in number: 312-626-6799 with meeting ID: 820 6367 6956 or by clicking the link here: <u>https://us02web.zoom.us/j/82063676956</u> To watch the livestream, please go to the Village website: <u>https://www.vrf.us/events/event/2423</u>

- 1. Call to Order/Roll Call
- 2. Pledge of Allegiance
- 3. Citizen Comments
- 4. Elected Official Comments & Announcements
- 5. Consent Agenda
  - a. Village Board of Trustees Meeting Minutes November 13, 2023
  - b. Administration Department Report
  - c. 2024 Renewal Agreement with Municipal GIS Partners
  - d. Fiscal Year 2024 Budget Amendment Ordinance
  - e. Approval of Purchase Public Works 2024 Ford F-350 & Plow Sutton Ford & and Regional Truck Equipment \$56,001.00
- 6. Consent Items for Separate Consideration
- 7. Recommendations of Boards, Commissions, and Committees
- 8. Unfinished Business
- 9. New Business
  - a. Training PR 101 for Elected Officials & Staff No Action
- 10. Executive Session
- 11. Adjournment

**ADA Compliance:** Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the Village at least 24 hours in advance of the scheduled meeting in person at Village Hall by telephone at 708.366.8500 or by email: <a href="mailto:mwalsh@vrf.us">mwalsh@vrf.us</a>. Every effort will be made to allow for meeting participation.

#### VILLAGE OF RIVER FOREST REGULAR VILLAGE BOARD OF TRUSTEES MINUTES November 13, 2023

A regular meeting of the Village of River Forest Board of Trustees was held on Monday, November 13, 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 7:02 p.m. Upon roll call, the following persons were:

Present:	President	Adduci,	Trustees	Vazquez,	Brennan,	Johnson,	Gillis,
	O'Connell (	(Virtual),	Village Cle	rk Keller			
Absent:	Trustee Ba	chner					

Also Present: Fire Chief Thomas Gaertner, Deputy Fire Chief Bochenek, Police Chief James O'Shea, Deputy Police Chief Greenwood, Police Commander Swierczynski, Finance Director Rosemary McAdams, Assistant Finance Director Keke Boyer, Village Attorney Lance Malina, Human Resources Manager Trish Ivansek, Assistant Village Administrator Jessica Spencer, Village Administrator Matt Walsh.

**MOTION** by Trustee Vazquez to allow Trustee O'Connell to participate in the meeting via Zoom due to work obligations. Seconded by Trustee Johnson.

Roll call: Ayes: Trustees Vazquez, Johnson, Gillis, Brennan Absent: Trustee Bachner Nays: None

## **2. PLEDGE OF ALLEGIANCE**

President Adduci led the pledge of allegiance.

## **3. CITIZEN COMMENTS**

President Adduci invited Pierangela Murphy up to the podium to give public comment.

Ms. Murphy made public comment on the Lake and Lathrop development site. She noted being pleased about the project being stopped by the Board and asked the Board to please continue to inform the residents via project updates on the website and social media.

Margie Cekander made public comment regarding the Lake and Lathrop property. She noted what she interpreted as discrepancies in Village communication surrounding the development site. She asked for substantive monthly updates regarding the site and reminded the Board that residents would like a quality project on the site.

Beth Cheng gave thanks to Village Staff and Board for allowing her to serve on the Village's Sustainability Commission.

Ms. Cheng also made public comment on Agenda item 7.b. Ms. Cheng asked the Village to make further considerations on the proposed zoning changes before approving said changes.

Maura Zinni made public comment regarding two trees in front of her home. Ms. Zinni shared photos she claimed showed a negative impact on the parkway tree canopy due to the trees positions and reiterated that while she understands the trees are healthy, the problems arise due to their placement along the driveway and the damage to sewer lines.

Village President Adduci asked Village Administrator Walsh to provide an update on staff's position.

Mr. Walsh stated that Davis Tree Care agrees with the Village Arborist' opinion and that the impact on the sewer line isn't uncommon, thus staff's opinion is that the tree should not be removed.

Trustee Brennan asked for clarification on the extent of the damage caused by the tree root damage and if it was consistent with root damage seen in other areas of town.

Mr. Walsh confirmed that the root damage is similar to other areas of town and that the Village Public Works Department takes yearly steps to prevent root damage.

Trustee Brennan asked if the tree being so close to the curb and driveway apron is common in the Village.

Mr. Walsh stated that while there are similar examples across town, this tree is particularly close to the apron.

Mark Zinni made public comment and disagreed with some of the comments made by Mr. Walsh. He stated that to the best of his knowledge, the Village does not take care of private sewer lines.

Mr. Walsh stated that is correct, the Village does not work on private sewer lines.

Mr. Zinni also noted that any damage to the apron portion of the driveway would be the responsibility of the resident.

Mr. Walsh stated that is correct.

Mr. Zinni reiterated his concerns regarding safety.

Trustee Gillis noted being worried about the precedent that would be set by the removal of these trees.

Ranier Ramos made public comment surrounding a Special Use Permit for a new location for a Montessori school. Mr. Ramos requested the Board allow the school to begin the special use process.

Ariel Pang, the realtor for the property, made public comment in support of the requested Special Use permit. She noted that the owner of the property is in full support of Montessori school.

Laura Maychruk made public comment in support of the proposed Montessori school. She suggested the Village consider reviewing their Zoning Code to be more business friendly.

President Adduci provided background on the Special Use application process and also suggested the Economic Development Commission research the topic.

Trustee O'Connell suggested the Village allow the applicant to move their application on a parallel path through the Economic Development Commission and the Zoning Board.

Village Administrator Walsh provided background on the options the Board could take to update the zoning code.

Trustee Brennan stated she received a letter from a daycare located at the Priory that reportedly needs a new space as well.

Trustee Brennan asked if the Village had heard anything regarding the Montessori school located along North Avenue.

President Adduci stated they are currently open and operating as a Montessori school.

Trustee Vazquez asked if the Special Use permit would come before the Village Board.

Village Attorney Lance Malina stated yes, both portions of the proposed changes would have to come before the Board.

Trustee Vazquez raised some concerns regarding placing non-commercial properties in one of the Village's main commercial strips.

Trustee Brennan asked if the school is looking to purchase the property or lease.

Ms. Maychruk stated they are looking to lease.

Trustee Johnson asked if there was any discussion happening between the Montessori school at Dominican and the applicants.

Ms. Maychruk stated no.

President Adduci thanked the school representatives for attending the meeting and told them that Village Administrator Walsh will be in contact with them.

#### 4. ELECTED OFFICIAL COMMENTS & ANNOUNCEMENTS

Trustee Gillis wished everyone a happy Thanksgiving and encouraged all residents to participate in the 25<sup>th</sup> Anniversary of the Oak Park River Forest Infant Welfare Society Holiday House Walk and Market.

Trustee Vazquez wished everyone a happy Thanksgiving.

Village Clerk Keller had nothing to add to the record.

Trustee Brennan thanked Beth Cheng for her service to the Village.

Trustee Brennan suggested the Village continue to offer monthly updates to residents regarding the Lake and Lathrop project.

She also reported attending the Truth, Racial Healing, and Transformation (TRHT) Center Luncheon at Dominican University and asked that the Village put more Dominican content out on the Village website.

Trustee Johnson wished everyone a happy Thanksgiving and reminded everyone to be aware of the leaf pick up policies.

Trustee O'Connell wished everyone a happy Thanksgiving.

President Adduci thanked Beth Cheng for her service to the Sustainability Commission.

a. Recognition of Donna Petrulis - Police Records Supervisor

Police Chief James O'Shea read the Proclamation thanking Donna Petrulis for her work with the Village and then presented the plaque honoring her retirement.

President Adduci thanked Ms. Petrulis for her work.

## **5.CONSENT AGENDA**

- a. Village Board of Trustees Meeting Minutes October 23, 2023
- b. Village Board of Trustees Executive Session Meeting Minutes October 23, 2023
- c. Administration Department Report
- d. Monthly Department Reports
- e. October Financial Report
- f. Accounts Payable October 2023 \$1,854,072.04
- g. Self-Contained Breathing Apparatus (SCBA)Replacement Program Purchase Air One Equipment – \$26,000.00
- h. Automated License Plate Reader Systems Minuteman Technologies \$32,432.00
- i. Authorization to Donate Bicycles in Police Custody Ordinance
- j. Accessible Parking Space Request 7607 Vine St. Ordinance
- k. Right of Way Encroachment Agreement 935 Franklin Avenue
- Change Order 2022 Green Alley Improvements Professional Engineering Services – \$12,130.96 – Resolution

**MOTION** by Trustee Gillis to approve items A - L. Seconded by Trustee Vazquez.

Roll call: Ayes: Trustees Vazquez, Johnson, Gillis, O'Connell, Brennan Absent: Trustee Bachner Nays: None

Motion Passes.

## 6. CONSENT ITEMS FOR SEPARATE CONSIDERATION

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

a. Board, Commissions and Committee Appointments

i. Sustainability Commission – Louise Mezzatesta (Cheng Vacancy), 4-year term expiring 2027

ii. Sustainability Commission – Jamie Hayley, 4-year term expiring 2027

**MOTION** by Trustee Vazquez to consent to the Village President's appointment of Louise Mezzatesta & Jamie Hayley to the Sustainability Commission. Seconded by Trustee O'Connell.

Roll call: Ayes: Trustees Vazquez, Johnson, Gillis, O'Connell, Brennan Absent: Trustee Bachner Nays: None

Motion Passes.

b. Economic Development Commission

i. Motion to Direct the Village Administrator to propose text amendments related to commercial zoning districts to the Zoning Board of Appeals for a Public Hearing and Recommendation

**MOTION** by Trustee Johnson to direct the Village Administrator to propose text amendments related to commercial zoning districts to the Zoning Board of Appeals for a Public Hearing and Recommendation. Seconded by Trustee Vazquez.

Village Administrator Walsh provided background on this agenda item. He reported that last year, the Village started working with Houseal Lavigne Associates on updating the Zoning Code for the Commercial Zoning Districts within the Village. The intent was to alter the code to make the zoning code more appealing to developers.

Mr. Walsh noted that there are no proposed changes to the Special Use Permits or the Planned Development Process.

Trustee Johnson asked how the Village will spread the word about these proposed changes to residents.

Mr. Walsh stated the Village could promote the item in the Village Newsletter or Social Media.

President Adduci asked Mr. Walsh how many meetings took place surrounding these proposed recommendations.

Mr. Walsh reported around five meetings took place.

Trustee Brennan asked for clarification on some issues raised by a resident in public comment earlier surrounding this agenda item.

Mr. Walsh stated that the Economic Development Commission (EDC) was only tasked with analyzing the two TIF districts. After the EDC made their recommendations, staff and Houseal Lavigne Associates realized it would be a good idea to consider all commercial districts at the same time. Trustee O'Connell noted that he felt these changes would help kickstart initial conversations with potential developers.

Trustee Brennan asked for clarification on how this will change the variance process.

Trustee O'Connell provided clarification on the proposed changes.

Trustee Brennan asked if Trustee O'Connell thought developers were not entering River Forest due to the zoning requirements.

Trustee O'Connell stated yes.

Village Administrator Walsh noted that these proposed changes would help create consistency across commercial zoning corridors in the Village and eliminate more speculative conversations with proposed developers.

Trustee Brennan commented that she is considering requesting the EDC review all the commercial districts at once and then adopting the changes later.

Village Attorney Malina reminded the Board that they already agreed to work with Montessori school on a parallel track for zoning updates, thus passing this tonight may not be a bad idea as the Village Commissions can address these items together.

Trustee Brennan asked if the recommendations from Houseal Lavigne changed at all after the resident meetings.

Mr. Walsh provided examples of how resident feedback altered the recommendations.

Trustee Gillis asked for clarification on how these changes will be adopted.

Mr. Walsh stated the Zoning Board of Appeals will have a public hearing regarding the changes and then make a recommendation to the Village Board. Mr. Walsh noted the amendments may change.

Trustee Brennan asked if the resident input received during the EDC meetings will be shared with the Zoning Board of Appeals.

Mr. Walsh stated yes and that the EDC had requested they be shared with the Zoning Board of Appeals.

Roll call: Ayes: Trustees Vazquez, Johnson, Gillis, O'Connell, Brennan Absent: Trustee Bachner Nays: None Motion Passes.

#### **8.UNFINISHED BUSINESS**

#### 9. NEW BUSINESS

a) An Ordinance Creating a Reduced Rate Vehicle License Classification for Military Personnel and Veterans

**MOTION** by Trustee Vazquez to approve an Ordinance amending the Village Code to add an additional classification of vehicle licenses to recognize active duty service persons and veterans. Seconded by Trustee Johnson.

Trustee Gillis recused herself from this vote as she stated she has an active military person in her family.

Roll call: Ayes: Trustees Vazquez, Johnson, O'Connell, Brennan Absent: Trustee Bachner Abstain: Trustee Gillis Nays: None

Motion Passes.

b) An Ordinance Amending the River Forest Village Code Regarding Commemorative Ribbons on Village Parkway Trees

**MOTION** by Trustee Gillis to approve an Ordinance Amending the Village Code Regarding Commemorative Ribbons on Village Parkway Trees. Seconded by Trustee Johnson.

Mindy Credi made public comment in support of the proposed ordinance. Ms. Credi provided the Board with examples of trees around town that have items placed on them in a fashion she felt violated the existing and proposed ordinance.

She asked that the Village take a proactive stance in enforcing this ordinance.

President Adduci thanked JuliAnn Geldner for attending the meeting.

Trustee Vazquez asked who would be responsible for the removal of the ribbons.

Village Attorney Malina stated the Village would contact the owner and ask that the item be removed.

Trustee Gillis suggested that Public Works can take down ribbons that negatively impact trees during their regular tree trimming.

The Board discussed how to define items that are negatively impacting trees.

**The MOTION** was amended by Trustee Gillis to allow ribbons to be removed if they are determined by the Village Staff to be in poor condition or are otherwise detrimental to the health of the tree. Seconded by Trustee Johnson.

Roll call: Ayes: Trustees Vazquez, Johnson, Gillis, O'Connell, Brennan Absent: Trustee Bachner Nays: None

Motion Passes.

c) An Ordinance Approving Paid Leave Benefits Required for Employees Working Within & For the Village

**MOTION** by Trustee Vazquez to approve an ordinance to provide required paid leave benefits for employees working within and for the Village. Seconded by Trustee Johnson.

Village Attorney Malina provided background information on this agenda item.

Roll call: Ayes: Trustees Vazquez, Johnson, Gillis, O'Connell, Brennan Absent: Trustee Bachner Nays: None

Motion Passes.

d) Acceptance of the Estimate of the 2023 Corporate (aggregate) Property Tax Levy – \$9,354,865.00

**MOTION** by Trustee Vazquez to accept the estimate for the 2023 Corporate (Aggregate) Property Tax Levy in the amount of \$9,354,865. Seconded by Trustee O'Connell.

Finance Director McAdams provided background information on this agenda item. She reported that the requested increase is less than the 5% increase that would trigger a necessary public hearing. She noted the Village increase will be a 4%.

Director McAdams also reported that property taxes on new construction with an estimated value of two million dollars were not included. By not accounting for new construction dollars, Ms. McAdams stated the overall tax rate should decrease.

Village President Adduci gave thanks to Director McAdams for keeping the levy as low as possible and pointed out that the Village had shared content in their social media showing River Forest's tax rate compared to surrounding towns.

Roll call: Ayes: Trustees Vazquez, Johnson, Gillis, O'Connell, Brennan Absent: Trustee Bachner Nays: None

Motion Passes.

e) Village Hall Second Floor Furniture Improvements – Vari Sales Corporation – \$112,494

**MOTION** by Trustee Johnson to authorize the Village Administrator to execute the necessary agreements and approve payment in the amount of \$20,000 to effectuate the order with Vari Sales Corporation. Seconded by Trustee Brennan.

Roll call: Ayes: Trustees Vazquez, Johnson, Gillis, O'Connell, Brennan Absent: Trustee Bachner Nays: None

Motion Passes.

## **10.EXECUTIVE SESSION**

None

## **11. ADJOURNMENT**

**MOTION** to adjourn by Trustee Vazquez. Seconded by Trustee Johnson.

Roll call: Ayes: President Adduci, Trustees Vazquez, Johnson, Gillis, O'Connell, Brennan Absent: Trustee Bachner Nays: None

The Village Board of Trustees Meeting adjourned at 8:50 p.m.

Jonathan Keller, Village Clerk



## MEMORANDUM

Date: November 27, 2023

- To: Catherine Adduci, Village President Village Board of Trustees
- From: Matt Walsh, Village Administrator

Subject: Administration Report

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

Wednesday, December 6 <sup>th</sup>	6:00 PM	Economic Development Commission Meeting
Tuesday, December 12 <sup>th</sup>	7:00 PM	Sustainability Commission Meeting
Thursday, December 14 <sup>th</sup>	7:30 PM	Zoning Board of Appeals Meeting

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

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

Vendor	Amount	Description
Andy Frain Services Inc	\$13,772.88	September 2023 Crossing Guard Services
ClientFirst Consulting Group LLC	\$18,635.00	I.T. Support
Griffon Systems Inc	\$19,943.00	Camera Expansion Project
Vari Sales Corporation	\$20,000.00	Village Hall Office Furniture Project
Bestco Hartford	\$10,908.81	Public Works Retiree Benefits
Garland/DBS Inc	\$19,710.82	Fire Department Apparatus Bay Roof Project
State Treasurer	\$19,269.90	State Income Tax



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

#### MEMORANDUM

Date: November 27, 2023

To: Matt Walsh, Village Administrator

From: Jessica Spencer, Assistant Village Administrator

Subj: Approval of the 2024 Renewal Agreement with Municipal GIS Partners

**Issue:** The Village of River Forest joined the GIS Consortium in April of 2015. A renewal of the agreement with the service provider Municipal GIS Partners Inc (MGP) is required on an annual basis. This agreement and supplemental statement of work is for GIS technical services to be performed in 2024.

**Background:** The Village's Geographic Information System (GIS) provides an accurate and interactive map which helps organize vast amounts of information. Assets such as public utilities (sewer, water main, streetlights, parkway trees, etc) can be accurately represented in geographic space and information such as repair records, maintenance records, and photos can all be stored in a manner that directly ties the information to the asset itself. This makes for a much more efficient way to store asset information. Additional information such as parking restrictions, aerial imagery, and zoning districts are also incorporated. Much of this information is shared with the public through the Village website.

Membership within the GIS Consortium provides a professional level of data management suited to our needs as a municipality. The member agreement and supplemental statement of work is a renewal of service with MGP. The Geographic Information System Consortium (GISC) model is a best practice initiative whereby multiple municipalities collaborate to outsource their GIS technology needs with a single private sector provider. This continues through annual review by the GISC board of directors. Membership provides the Village access to resources that otherwise would be cost-prohibitive for a community of our size. Members apply their GIS involvement to solutions and all intellectual property developed by the GISC belongs to its members.

Membership in the Consortium resulted in several accomplishments in the past year. Business License Tax Analysis was completed to support accurate documentation and revenue recovery. The Water Service Inventory Support initiative saw strides in integrating data into the Local Government Data Model and planning for lead service line replacements. Additionally, the

program reached the finish line on projects like the Illinois Department of Revenue Sales Tax Jurisdiction Boundary Review and County Parcel Integration, ensuring that tax dollars and parcel data are accurately managed. MGP also enhanced public access to Capital Improvement Project information through a new story map format. These accomplishments reflect the commitment to data accuracy and accessibility.

**Budget Implications:** GIS technical service rates are broken down by MGP based on the level of expertise provided. The Village has one technician on site for one day each week. The technical service allotment amounts to an annual cost of \$46,064.64 in 2024, a 3.3% increase over 2023.

**<u>Request for Board Action</u>**: If the Village Board concurs with Staff's recommendation, the following motion would be appropriate: Motion to approve the Service Provider Contract with Municipal GIS Partners in the amount of \$46,064.64 and authorize the Village Administrator to execute the contract agreement.

## **Documents Attached:**

• GIS Consortium Service Provider Contract & Statement of Work

#### GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this "*Contract*") made and entered into this 1st day of January, 2024 (the "*Effective Date*"), by and between the Village of River Forest, an Illinois municipal corporation (hereinafter referred to as the "*Municipality*"), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the "*Consultant*").

**WHEREAS**, the Municipality is a member of the Geographic Information System Consortium ("*GISC*");

**WHEREAS**, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the "*Services*") in connection with the Municipality's geographical information system ("*GIS*");

**WHEREAS**, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

WHEREAS, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

#### SECTION 1 SCOPE OF SERVICES

1.1 <u>Statement of Work</u>. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as *Attachment 1* ("*Statement of Work*"), which shall become a part of and subject to this Contract.

1.2 <u>Supplemental Statements of Work</u>. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract.

1.3 <u>Additional Compensation</u>. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 <u>Contract Governs</u>. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

#### SECTION 2 PERFORMANCE OF WORK

2.1 All work hereunder shall be performed under the direction of the Village Manager or their designee (hereinafter referred to as the "*Municipality Manager*") in accordance with the terms set forth in this Contract and each relevant Statement of Work.

#### SECTION 3 RELATIONSHIP OF PARTIES

3.1 <u>Independent Contractor</u>. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 <u>Consultant and Employees</u>. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers' compensation law, Social Security, or any other applicable statute or regulation.

3.3 <u>No Authority to Bind</u>. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

#### SECTION 4 PAYMENT TO THE CONSULTANT

4.1 <u>Payment Terms</u>. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work. (d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

(e) The Municipality is a tax-exempt municipality and will provide Consultant with a copy of the Municipality's current sales tax exemption certificate. Consultant shall not charge the Municipality any tax incurred by the Consultant for these Services.

4.2 <u>Service Rates</u>. The fees and/or service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

#### SECTION 5 TERM

5.1 <u>Initial Term</u>. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for one (1) year (the "*Initial Term*").

5.2 <u>Renewal Terms</u>. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "*Renewal Term*").

5.3 <u>Status of this Contract</u>. The expiration of the Initial Term or a Renewal Term shall not terminate or affect the obligations of the Parties to each other under any existing Statement of Work or Supplemental Statement of Work issued pursuant to this Contract, and such Statement of Work or Supplemental Statement of Work shall continue in full force and effect and shall continue to be governed by the terms of this Contract until the expiration or completion of such Statement of Work or Supplement Statement of Work or until such Statement of Work or Supplemental Statement of Work is itself terminated pursuant to this Contract.

## SECTION 6 TERMINATION OF CONTRACT

6.1 <u>Voluntary Termination</u>. Notwithstanding any other provision hereof, (a) the Municipality may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant.; (b) the Consultant may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality; or (c) following the expiration of the Term of this Agreement, and notwithstanding Section 5.3 of this Agreement, either Party may terminate any Statement of Work or any

Supplemental Statement of Work, with or without cause, upon thirty (30) calendar days prior written notice to the other Party.

6.2 <u>Termination for Breach</u>. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 <u>Payment for Services Rendered</u>. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

6.4 <u>Effect of Termination</u>. Termination of any Statement of Work or Supplemental Statement of Work will have no effect on this Contract. Termination of this Contract will serve to immediately terminate all open Statements of Work and Supplemental Statements of Work, absent a written agreement between the parties otherwise. Termination or expiration of this Contract, any Statement of Work, or any Supplemental Statement of Work will not affect any right or obligation of a party that comes into effect before, upon, or after such termination or expiration, or otherwise survives such termination or expiration, which was incurred by such party prior to such termination or expiration.

## SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 <u>Adequate Staffing</u>. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors ("*Consultant Personnel*") that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 <u>Availability of Personnel</u>. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 <u>Use of Subcontractors</u>. The Consultant's use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. Consultant shall be fully responsible and assumes liability for the acts and omissions of all subcontractors directly or indirectly employed by, or working at the direction of, the Consultant in the performance of the Services.

7.4 <u>Removal of Personnel and Subcontractors</u>. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall

promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 <u>Non-Solicitation of Consultant Employees</u>. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant's business.

## **SECTION 8**

## ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES

8.1 <u>Facilities, Equipment, and Records</u>. The Municipality shall provide the Consultant with adequate and safe office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program including, without limitation, the following:

(a) Office space for the Consultant's Personnel. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;

(b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel;

(c) Hardware, software, peripherals, internet access, and network connectivity meeting current minimum technical standards, as determined by Consultant from time to time, to perform the program objectives efficiently; and

(d) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 <u>Backup and Recovery Systems</u>. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all the Municipality's GIS assets that permit the Consultant to continue Services within a reasonable period of time following a disaster or outage. The Consultant shall be responsible for installing, operating and monitoring the backup and recovery systems for all Consultant's assets that permit the Municipality to continue accessing the GISC Materials and Services within a reasonable period of time following a disaster or outage.

8.3 <u>Right of Entry; Limited Access</u>. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality. 8.4 <u>Compliance with Law</u>. The Municipality shall comply with all applicable local, state, and federal laws including those pertaining to safety, harassment, and discrimination.

## SECTION 9 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 <u>Municipal Materials</u>. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "*Municipal Materials*") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 <u>Third-Party Materials</u>. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "*Third-Party Materials*" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 <u>GISC Materials</u>. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the "*GISC Materials*").

(a) The Consultant herby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality's GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality's GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services.

9.4 <u>Confidential Information</u>. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public ("*Confidential Information*"). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary

information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 <u>Dissemination of Confidential Information</u>. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 <u>Freedom of Information Act Requests</u>. Within four (4) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or

the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 <u>News Releases</u>. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

9.8 <u>Survive Termination</u>. The provisions of Section 9.1 and 9.4 through and including 9.8 shall survive the termination of this Contract.

#### SECTION 10 LIMITATION OF LIABILITY

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **SECTION 11**

## CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

11.1 <u>Warranty of Services</u>. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date.

11.2 <u>Indemnification</u>. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the intentional, willful and wanton, negligent and/or gross negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 <u>Insurance</u>. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in *Attachment 2* to this Contract.

11.4 <u>No Personal Liability</u> No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

#### SECTION 12 GENERAL PROVISIONS

12.1 <u>Equal Employment Opportunity Clause</u>. In the event of the Consultant's noncompliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "*Act*"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 III. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "*Applicable Regulations*")) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "*Department*") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 <u>No Collusion</u>. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et *seq.* 

12.3 <u>Sexual Harassment Policy</u>. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.4 <u>Compliance with Laws and Grants</u>. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.5 <u>Assignments and Successors</u>. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that

no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 <u>Severability</u>. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 <u>Third Party Beneficiary</u>. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 <u>Waiver</u>. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 <u>Governing Laws</u>. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 <u>Headings</u>. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 <u>Modification or Amendment</u>. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 <u>Attachments</u>. Attachments 1 and 2 are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment and the text of this Contract, the text of this Contract shall control.

12.13 <u>Rights Cumulative</u>. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.14 <u>Good Faith Negotiation</u>. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute ("*Dispute*"). Such good faith negotiations shall commence promptly upon a party's receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 <u>Notices</u>. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall

be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality:	Village of River Forest 400 Park Ave River Forest, IL 60305 Attention: Jessica Spencer E-mail: jspencer@vrf.us
If to Consultant:	Municipal GIS Partners, Incorporated 701 Lee Street, Suite 1020 Des Plaines, IL 60016 Attention: Thomas Thomey E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "Force Majeure"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 <u>Counterpart Execution</u>. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.18 <u>Tort Immunity Defenses</u>. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

#### [REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the undersigned have placed their hands and seals hereto as of the date first above written.

#### ATTEST:

#### VILLAGE OF RIVER FOREST

By:	
Name:	
Its:	

By: \_\_\_\_\_\_ Name: \_\_\_\_\_\_ Its: \_\_\_\_\_

ATTEST:

#### CONSULTANT: MUNICIPAL GIS PARTNERS, INCORPORATED

By:	Donna J. Themey
Name:	Donna Thomey
Its:	Management Support Specialist

	of ret.
By:	Ukonon C. Crones
Name:	Thomas A. Thomey

\_\_\_\_\_

Name:Thomas A. 1Its:President

# <u>Attachment 1</u>

## Statement of Work to GIS Consortium Service Provider Contract

(see attached)



# **Attachment 1 - Statement of Work**

#### To GIS Consortium Service Provider Contract

# **About Municipal GIS Partners (MGP)**

MGP (the Consultant) is the Service Provider to the GIS Consortium (GISC). It is necessary that each GISC member enter into an annual agreement with the Consultant (GISC Service Provider) to maintain their standing as a GISC member.

GISC Membership includes:

- Complete GIS program staffing with technology cost distribution across GISC members
- User and license access to all membership solutions and products
- Access to and participation in collaborative opportunities to share ideas and solutions

The Included Services section below expands on services provided by this agreement.

# **General Purpose**

The Consultant will perform all or part of the Village of River Forest (the Municipality) geographic information system (GIS) management, development, operation, and maintenance as directed by the Municipality. In addition to supporting the GIS program, the Consultant will identify opportunities for continued program development and enhancement.

# **Program Staffing**

The Consultant provides all the requisite staffing and skillsets required to manage the Municipality program including:

- Technical professionals assigned directly to the Municipality
- Advanced technical support staff for analysis, system integration, and escalation
- Systems analysts for ensuring product, solution, and infrastructure performance
- Professional program managers for ensuring service levels

#### **Direct Program Hours**

Services related to the direct management, development, operation, and maintenance of the Municipality program required to support the system

#### Team Access During Normal Working Hours

The Consultant typically works Monday through Friday 8:00AM to 5:00PM. The Municipality has direct access to the staff assigned to the Municipality. Alternatively, the Municipality can call the Consultant's general telephone number or submit an email to Consultant's service desk for service.

#### Emergency Event Support

The Consultant will support Municipality emergency events within a reasonable timeframe of notification and work to staff the event for its duration. These services are not limited to normal business hours.

The Service Level section below expands on the program staffing services included in this agreement.

#### **Staffing Allocation**

Pursuant to the GISC membership agreement and bylaws all members must contract for a service level consistent with the allocation practices as prescribed by the GISC. The direct program staffing allocation for the Municipality for this agreement period is:

#### Agreement Period: January 1, 2024, through December 31, 2024

Direct Program Hours: 330.00

Onsite presence: <u>Average of 3.09 days per month</u>; estimated based upon 90 percent of the direct program hours, provided the Municipality and Consultant shall consult with each other in good faith from time to time on the advisability of flexible work arrangements whereby the program hours may be completed off-site, particularly in circumstances where the assigned staff and program are meeting or exceeding expectations.

#### Fees and Expenses

The fee for the staffing allocation set forth above is **\$3,838.72** per month. The total contract value for the agreement period is **\$46,064.64**. Such fee does not include taxes or any reimbursable out-of-pocket expenses that may be incurred by the Consultant.

## **Included Services**

This section identifies the professional staffing, products and solutions, and business structures included in this service agreement. The Municipality is responsible for identifying and prioritizing the aspects of the services that are most important. The Consultant is responsible for implementing those priorities and communicating progress.

#### **Staffing and Program Management**

The Consultant provides the required staffing and organization with the skills and expertise to manage, develop, and maintain the system per the Municipality's priorities which includes GISC shared infrastructure, platforms, products and solutions. Services include:

- 1. Program consulting and reporting with all Municipality departments
- 2. Data creation, management, and quality control
- 3. Project identification, management, and delivery
- 4. Shared solution implementation

- 5. ERP and department system GIS integration
- 6. User training and onboarding
- 7. Resource management and scheduling

#### Data Management

The Consultant is responsible for managing the GIS and related data based on priorities as directed by the Municipality.

#### Primary Layers:

Addresses, parcels, buildings, streets, railroads, water utilities, sewer utilities, municipal boundary, zoning districts, planned unit developments, variances, TIF districts, special use permits, annexations, signs, trees, recreation areas, bike paths, water features, school districts, emergency response boundaries, refuse collection, and legislative districts.

#### Municipality Priority Layers

The Consultant's local government data model has over 260 standard layers. Included in this service is the identification, creation, and management of layers as directed by the Municipality.

#### Data Quality

One of the primary accountabilities of the Consultant is to ensure that Primary and Municipality Priority layers are of high-quality. Practices employed include:

- 1. Daily data quality reporting and alerting
- 2. Mistake proofing databases, processes, and productivity tools
- 3. Address Verification to identify discrepancies between Municipality ERP and department systems
- 4. Utility system integrity leveling for completeness, field accuracy and timeliness
- 5. Formation and support of key data stakeholder teams
- 6. Data management documentation for Municipality layers

#### **Products and Solutions**

GISC Membership includes unlimited access to the products and solutions developed by the Consultant for the GISC and its members. The Consultant is accountable for:

- 1. Collaboration with third party vendors and partners
- 2. Deploying shared solutions for the Municipality
- 3. Identifying and communicating new solution opportunities
- 4. Managing existing solutions to agreed service levels
- 5. Infrastructure monitoring, alerting and mitigation
- 6. Patching, updating, and securing shared infrastructure
- 7. Researching and evaluating opportunities for development
- 8. Resource planning and scheduling
- 9. Scalability planning and right sizing
- 10. Technical documentation
- 11. Testing and quality certification

#### Solution List

The following are the primary products and solutions provided by the Consultant through membership in the GISC:

- 1. Address Pre-Check: A tool to standardize address data in Municipality systems and workflows.
- 2. <u>Address Verification</u>: A product to assess and score community address quality across department systems.
- 3. <u>Asset Management and Manager Dashboards</u>: A solution that enables the Municipality to manage and visualize infrastructure data and maintenance
- 4. **<u>Community Map Viewer:</u>** A publicly accessible map viewer designed for residents and businesses
- 5. <u>Community-Portal</u>: An address-based portal that integrates and organizes department data for staff, residents, and local businesses
- 6. **<u>Financial Forecasting</u>**: A tool to project future infrastructure replacement costs
- 7. <u>Local Government Data Model</u>: A database standard developed for, and in partnership, with members of the GISC
- 8. <u>myGIS:</u> A secure staff accessible mapping system to discover and analyze all Municipality GIS data
- 9. <u>Story Maps:</u> A customizable web application to communicate information to the public in a simple and meaningful way
- 10. <u>Utility Leveling</u>: A data quality measurement system to access the ability of utility data to support local government business processes

#### Service Level Agreement

The Consultant is responsible for managing the quality and availability of GISC infrastructure and solutions. These parameters are determined by GISC Board policy and included in these services.

# Attachment 2

## Insurance to GIS Consortium Service Provider Contract

(see attached)



# Attachment 2 - Insurance

#### To GIS Consortium Service Provider Contract

# **Consultant's Insurance**

Consultant shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

- A. <u>Minimum Scope of Insurance</u>: Coverage shall be at least as broad as:
  - 1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.
  - 2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto" with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement.
  - 3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance (the policy shall include a 'waiver of subrogation').
- B. <u>Minimum Limits of Insurance</u>: Consultant shall maintain limits no less than:
  - 1. <u>Commercial General Liability</u>: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
  - 2. <u>Business Automobile Liability</u>: \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - 3. <u>Workers' Compensation and Employers' Liability</u>: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- C. <u>Deductibles and Self-Insured Retentions</u>: Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

- D. <u>Other Insurance Provisions</u>: The policies are to contain, or be endorsed to contain, the following provisions:
  - <u>General Liability and Automobile Liability Coverages</u>: The Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.
  - 2. The Consultant's insurance coverage shall be primary as respects the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
  - 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers.
  - 4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant'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.
  - 5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insureds
  - 6. All general liability coverages shall be provided on an occurrence policy form. Claimsmade general liability policies will not be accepted.
  - 7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*. Consultant agrees to indemnify and defend the Municipality from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Municipality may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the Municipality's own negligence.
- E. <u>All Coverages</u>: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.

- F. <u>Acceptability of Insurers</u>: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- G. <u>Verification of Coverage</u>: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. 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 are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.
# **Release Notes**

## 2024 GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This document summarizes the changes to the MGP Service Provider Agreement for 2024 that were approved by unanimous vote by the GIS Consortium (GISC) Board of Directors on July 20, 2023.

# This document is provided for the benefit of the GISC Board Member, and those parties associated with the renewal process. It is not intended, nor is it suggested, to be used as a resource for elected officials.

## **Master Agreement**

Section 6.1 Voluntary Termination

• Implemented a shorter termination period for cases of statements of work on expired master agreements.

Section 8.1 Facilities, Equipment, and Records

• Removed outdated language and added reference to current standards.

Section 8.4 Compliance with Law

• Added language regarding compliance with all applicable laws including those pertaining to safety, harassment, and discrimination.

Section 12.16 Force Majeure

• Removed duplicated language.

## Attachment 1 – Statement of Work

Fees and Expenses

• Clarified language regarding expenses.

#### Attachment 2 – Insurance

Section G, D.1, D.2, D.3, and D.5

• Updated language regarding municipality representatives for consistency.



## **MEMORANDUM**

DATE: November 27, 2023

TO: Matt Walsh, Village Administrator

FROM: Rosey McAdams, Finance Director

SUBJECT: Fiscal Year 2024 Budget Amendment

Attached is an ordinance amending the Fiscal Year 2024 Village of River Forest Annual Budget. The amendment increases the General Fund (01) budgeted amount for contributions to the Village's Police and Firefighters Pension Funds by \$63,568. The required contributions to be levied with the 2023 Property Tax Levy, based on the actuarial report prepared by Lauterbach & Amen, are higher than the contributions that had previously been estimated for the budget. Sufficient fund reserves are available to accommodate the increase.

The requested budget amendment is as follows:

Description	Account Number	Original Budget	Budget Amendment	Amended Budget
General Fund				
Contribution to Police Pension	01-40-00-53-0009	\$1,921,246	\$22,807	\$1,944,053
Contribution to Fire Pension	01-50-00-53-0010	\$1,726,278	\$40,761	\$1,767,039

## Requested Board Action:

1. Motion to pass An Ordinance Amending the Annual Budget for Corporate Purposes for the Fiscal Year Commencing on the 1<sup>st</sup> Day of May 2023 and Ending on the 30<sup>th</sup> Day of April 2024 for the Village of River Forest, Illinois.

### AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR CORPORATE PURPOSES FOR THE FISCAL YEAR COMMENCING ON THE 1ST DAY OF MAY, 2023 AND ENDING ON THE 30TH DAY OF APRIL, 2024 FOR THE VILLAGE OF RIVER FOREST, ILLINOIS

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

**Section 1:** That the following sums of money, or as much thereof as may be authorized by the Village of River Forest, Cook County, Illinois, are hereby budgeted for corporate purposes and objects of said Village hereinafter specified for the fiscal year commencing on the 1st day of May 2023 and ending on the 30th day of April 2024.

Description	Account Number	Original Budget	Budget Amendment	Amended Budget
General Fund				
Contribution to Police Pension	01-40-00-53-0009	\$1,921,246	\$22,807	\$1,944,053
Contribution to Fire Pension	01-50-00-53-0010	\$1,726,278	\$40,761	\$1,767,039

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

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

Passed on a roll call vote of the Corporate Authorities on the 27th day of November 2023.

AYES:

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

ABSENT:

**APPROVED** by me this 27th day of November 2023.

Village Clerk

Village President

**APPROVED and FILED** in my office this \_\_\_\_\_ day of November, 2023 and published in pamphlet form in the Village of River Forest, Cook County, Illinois.

Village Clerk



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

## MEMORANDUM

Date: November 27, 2023

- To: Matt Walsh, Village Administrator
- From: Mike Reynolds, Interim Director of Public Works Brian Skoczek, Superintendent of Operations

Subj: Approval of Purchase – Public Works Pickup Truck

**Issue:** Staff is seeking approval to purchase a 2024 Ford F-350 with a plow.

**Analysis:** Included in the approved FY 2024 Budget (Capital Equipment Replacement Fund) is \$65,000 to replace a 2012 Ford F350 Pickup Truck (#48). Staff is recommending replacing this pickup truck due to its age (11 years) which was originally scheduled to be replaced in 2020 but could not be procured due to supply chain constraints. This vehicle is one of three pickup trucks necessary in leaf removal operations, alley snow removal, stump grinding, tree planting and watering, sewer camera inspection and other seasonal tasks.

Sutton Ford of Matteson, IL through the Suburban Purchasing Cooperative is the only bidder available outside of paying retail price. The price of the Pickup with plow is seen as below:

Company:	Truck Price:
Sutton Ford (Suburban Purchasing Cooperative)	\$48,820.00
Sourcewell Joint Purchasing	Not Available

Company:	Plow Price:
Regional Truck Equipment (Installed)	\$7,181.00
Sourcewell Joint Purchasing (Not Installed)	\$7,229.92

**Recommendation:** Concur with staff recommendation to purchase a 2024 Ford F-350 Super Duty from Sutton Ford of Matteson, IL through the Suburban Purchasing Cooperative for \$48,820.00 and the plow from Regional Truck Equipment for \$7,181.00 for a total cost of \$56,001.00.



## 2024 FORD F350 PICK UP SRW CONTRACT #225





## WWW.SUTTONTRUCKS.COM

## **CONTACT: BRIAN TARPO, MUNICIPAL ACCOUNTS MANAGER**

## PHONE 708-720-8008

EMAIL: <a href="mailto:btarpo@suttonford.com">btarpo@suttonford.com</a>

# **2024 FORD F350 REG CAB 4X2**

# **BASE PRICE \$42,946**



Please enter the following information

Agency Name & Address	
Contact Name	
Contact phone number	
Purchase order number	
Total Dollar amount	
Total number of units	
Tax Exempt #	
Delivery Address	

PLEASE SUBMIT P.O. & TAX EXEMPT LETTER WITH VEHICLE ORDER

Sutton Ford Commercial Truck Center

21315 Central Ave

Matteson, IL 60443

**Contact : Brian Tarpo** 

Phone# 708-720-8008

E-Mail: <u>btarpo@suttonford.com</u>

#### MECHANICAL

- Brakes Four-Wheel Disc Anti-lock Brake System (ABS)
- Electronic-Shift-On-the-Fly (ESOF) (4x4 only)
- Engine
- F-250/F-350 6.8L 2V DEVCT NA PFI V8 Gas
- F-450 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20
- Transmission
- TorqShift<sup>®</sup>-G ten-speed automatic w/ Selectable Drive Modes:

Normal, Eco, Slippery Roads, Tow/Haul (6.8L Gas)

- TorqShift<sup>®</sup> ten-speed automatic w/ Selectable Drive Modes:

Normal, Eco, Slippery Roads, Tow/Haul (6.7L Diesel)

**EXTERIOR** 

- Bumpers front & rear, black painted
- Daytime Running Lamps
- Fender vents front
- Front Box Step and Rear Bumper Step
- Glass solar-tinted
- Grille black painted
- Handles door & tailgate, black
- Jack
- 3-Ton mechanical (250/350 SRW)
- 4-Ton hydraulic (350 DRW/450)
- Manually telescoping/folding trailer tow with power/heated glass, heated

convex spotter mirror, integrated clearance lamps/turn signals

• Operator Commanded Regeneration (OCR) (6.7L Power Stroke<sup>®</sup> Diesel

engine only)

- Splash Guards/Mud Flaps Front (F-450 only)
- Tailgate Removable w/key lock
- "Three-Blink" lane change signal
- Tow hooks front, two (2)
- 2.5" Built Ford Tough® Trailer Hitch Receiver
- Trailer Sway Control
- Trailer Tow Package 7-wire harness w/relays & 7/4 pin connector
- Wheels
- F-250/F-350 SRW 17" Argent Painted Steel w/painted hub
- covers/center ornaments
- F-350 DRW 17" Argent Painted Steel (hub covers/center
- ornaments not included)
- F-450 19.5" Forged Polished Aluminum w/bright hub
- covers/center ornaments
- Manual Locking Hub (4x4)
- Spare tire, wheel & carrier
- Windshield wipers intermittent

**INTERIOR/COMFORT** 

• 4.2" LCD Productivity Screen: includes menus for Gauge Setup, Trip

Computer, Fuel Economy and Towing/Off-Road applications

- Air conditioning manual, single zone
- Cabin Air Particulate Filter
- Door-trim armrest/grab handle & reflector
- Floor covering Black, full length vinyl
- Instrumentation Multi-function switch message center
- Mirror rearview 11.5" day/night

- Outside Temperature Display
- Overhead console w/dual storage bins and map lights
- Power Equipment Group 1

st row (front-seat) windows w/one-touch

up/down, power 2nd row (rear-seat) windows; power door-locks w/backlit

switches & accessory delay; power tailgate lock

- Powerpoint auxiliary two (2) in instrument panel
- Scuff plates front, color-coordinated
- Seats Front, HD vinyl, 40/20/40 split bench w/center armrest,

cupholder and storage (manual lumbar - driver's side), front center-seat

w/integrated restraint

• Steering wheel – black urethane with tilt and telescoping steering

wheel/column; includes three (3) button message control

• Sun visors - color-coordinated cloth, driver w/pocket, passenger

#### w/uncovered mirror

• Window – Rear, fixed

#### SAFETY/SECURITY

- AdvanceTrac<sup>®</sup> with RSC<sup>®</sup> (Roll Stability Control<sup>™</sup>)
- Belt-Minder<sup>®</sup> (front safety belt reminder)
- chime & flashing warning light on I/P if belts not buckled
- Center High-mounted Stop Lamp (CHMSL)
- Driver and passenger frontal airbag; passenger side deactivation Switch
- Engine Only Traction Control (DRW only)
- Headlamps Quad beam jewel effect halogen
- Individual Tire Pressure Monitoring System (TPMS) SRW/F-350 DRW

only

• Mirrors – Manually telescoping/folding trailer tow with power/heated

glass, heated convex spotter mirror, integrated clearance lamps/turn

signals

- Rear View Camera
- Remote keyless entry
- Safety belts w/height adjustment D-ring
- Safety Canopy<sup>®</sup> System (incl. side-curtain airbags)
- SecuriLock<sup>®</sup> Passive Anti-Theft System
- SOS Post-Crash Alert System<sup>™</sup>
- Stationary Elevated Idle Control

FORD CO-PILOT360™ TECHNOLOGY

- AutoLamp (Auto On/Off Headlamps)
- Cruise Control
- Hill Start Assist

### FUNCTIONAL

- Audio AM/FM stereo/MP3 Player (four (4))
- FordPass Connect<sup>™</sup> (5G)
- 5G Wi-Fi hotspot connects up to 10 devices
- 1
- Remotely start, lock and unlock vehicle2
- Schedule specific times to remotely start vehicle2
- Locate parked vehicle2
- Check vehicle status2

Note: Telematics Solutions (both complimentary and subscription based) are available for Fleet Customers, providing access to manufacturer-grade data including but not limited to vehicle location, speed, idle time, fuel/energy, range, vehicle diagnostics, and maintenance alerts. FordPass Connect<sup>™</sup> 5G Wi-Fi Modem, enables telematics services directly from Ford or through authorized third party providers. Learn more at commercialsolutions.ford.com or email fcs1@ford.com or by calling 833-FCS-Ford. (833-327-

## 3673).

- Rear axle
- Non-Limited-Slip (F-250 and F-350)
- 4.30 Limited-Slip (F-450)
- SYNC<sup>®</sup> 4
- 8" LCD Capacitive Touchscreen with Swipe Capability
- Wireless Phone Connection
- Cloud Connected
- AppLink<sup>®</sup> w/App Catalog
- 911 Assist®
- Apple CarPlay<sup>®</sup> and Android Auto<sup>™</sup> Compatibility
- Digital Owner's Manual
- Trailer Brake Controller (incl. Smart Trailer Tow Connector)

OPTION CODE		PRICE
ХЗА	XL 4X2 SUPERCAB WITH 6.5' BED	\$46,167
ХЗА	XL 4X2 SUPERCAB WITH 8' BED	\$46,356
W3A	XL 4X2 CREW CAB WITH 6.5' BED	\$47,495
W3A	XL 4X2 CREW CAB WITH 8.0'BED	\$47,675
F3B	XL 4X4 REGULAR CAB WITH 8.0' BED	\$46,592
ХЗВ	XL 4X4 SUPERCAB WITH6.5' BED	\$48,705
ХЗВ	XL 4X4 SUPERCAB WITH 8.0FT BED	\$48,876
W3B	XL 4X4 CREW CAB WITH 6.5 BED	\$50,027
W3B	XL 4X4 CREW CAB WITH 8.0 BED	\$50,203
OPTION CODE	POWERTRAINS	PRICE
99T	6.7L Diesel F350 P/U	\$9,096
99M	6.7L HO Powerstroke Diesel V-8	\$11,471
99N	7.3L Engine Option on F350 Pick-up	\$1,651
ХЗН	Axle, Electronic Locking 3.31	\$392
X3J	Axle, Electronic Locking	\$392
ХЗЕ	Axle, Electronic Locking	\$392
X4M	Axle, Electronic Locking	\$392
OPTION CODE	TIRES	
64F	Wheels, 18 Inch Argent Painted Steel w/XL	\$414
642	Wheels, 20 Inch Premium Polished	\$1,292
ТВМ	LT245/75Rx17E BSW AT (Optional XL)	\$150
тсн	LT275/65Rx18E BSW AS	NC
TDX	LT275/70Rx18E BSW AT	\$241

	SEATS	
L	Vinyl High Back Bucket	\$323
1	Cloth 40/20/40 Split Bench - (XL Only) (Regular Cab)	\$91
	Cloth 40/20/40 Split Bench - Super Cab (XL Only	\$91
1	Cloth 40/20/40 Split Bench - Crew Cab (XL Only)	\$286
4	Cloth High Back Bucket (Regular Cab)	\$468
4	Cloth High Back Bucket (Super Cab	\$468
	Cloth High Back Bucket (Crew Cab	\$559
тсw	LT275/65Rx20E OWL AT	NC
OPTION CODE	OTHER OPTIONS (continued)	
18B	Platform Running Boards (w/ Regular Cab)	\$291
	Platform Running Boards (w/ Super/Crew Cab)	\$405
471	Camper Package	\$145
16S	All-Weather Floor Mats (Includes Carpet Floor Mats)	\$123
16T	Floor Mats, All-Weather (Excludes Carpet Floor Mats)	\$119
592	Clearance Lights, Roof	\$87
41H	Heater, Engine Block	\$91
17C	Chrome Package	\$1,129
17X	4X4 Off-Road Package	\$451
66S	Upfitter Switches (6)	\$150
473	Snow Plow Package	\$228
67H	Suspension Package, Heavy Service	\$114
62R	Transmission Power Take-Off Provision (Auto Trans)	\$255
435	Window, Power Sliding Rear	\$368
85G	Tailgate Step	\$342

		4000
41A	Rapid-Heat Supplemental Cab Heater	\$228
85S	Tough Bed Spray-in bedliner	\$542
85L	Drop-in Bedliner	\$319
61M	Rear Wheel Well Liners	\$164
17Z	XL Off Road Package	\$906
525	Interior Work Surface	\$128
43K	2kW Pro Power	\$897
874	360 Camera Package	\$1,074
96D	XL Driver Assist Package	\$665
	XL Driver Assist Package W/ 17S	NC
765	Remote Start System	\$228
85M	Bed Mat Dealer Installed Accessory	\$137
61S	Splash Guards/Mud Flaps (Front)	\$119
15J	Gooseneck Hitch Kit	\$228
15L	5th Wheel Hitch Kit (20K)	\$1,224
53W	5th Wheel/Gooseneck Hitch Prep Package	\$501
76C	Exterior Back-up Chime	\$160
96V	XL Value Package	\$205
61L	Front Wheel Well Liners	\$164
61N	Front & Rear Wheel Well Liners	\$296
43C	120V/400W Outlet	\$160
66L	Box Rail Lighting, LED Lighting system (P552)	\$54
91D	On-Board Scales & Smart Hitch	\$592
43B	Defrost w/ Fixed & Privacy Glass	\$54
67E	Extra-Extra Heavy Duty Alternator	\$78
	Extra-Extra Heavy Duty Alternator w/ 43C & 66S & 473 or 47B	\$78

	190 Amp Alternator on Gas engines and 250 Amp	
67D	Alternator on	NC
	Diesel engines	
86M	Dual Batteries (68 Amp.)	\$191
	Dual Batteries (68 Amp.) (w/ 99M or 99T)	NC
86K	Programmable Engine Idle Shutdown Timer	\$228
175	STX	\$4,654
47B	SNOWPLOW/CAMPER PACKAGE	\$277
98F	CNG/Propane Gaseous Engine Prep Package (6.8L only)	\$286
67B	Dual Extra Heavy-Duty Alternator	\$104
	Dual Extra Heavy-Duty Alternator w/ 43C & 66S & 473 or 47B	\$104
	Dual Extra Heavy-Duty Alternator w/ 41A	NC
924	Privacy Glass	\$28
21X	Vehicle Safe by Console Vault	\$319
19J	Aluminum Cross Bed Tool Box - Matte Black (Weather Guard model #127-52-03)	\$865
19K	Aluminum Cross Bed Tool Box - Bright (Weather Guard model #127-0-03)	\$865
19H	Pickup Box Bed Side Storage	\$1,543
21D	Tonneau Pickup Box Cover - Soft Folding	\$537
21E	Tonneau Pickup Box Cover - Hard Folding	\$1,092
21J	Tonneau Pickup Box Cover - Retractable	\$2,002
68F	F-350 Gas Heavy Duty Payload Package	\$269
PD4	Paint, Rapid Red Metallic Tinted Clearcoat	\$451
PD4	Paint, Star White Metallic Tri-Coat	\$906
PAZ	Paint, Glacier Grey Metallic Tri-Coat	\$906

PR7	Splash Guards/Mud Flaps (Rear)	\$96
625	Retractable Bed Step (Corner)	\$355
87B	Retractable Bed Step (Side)	\$710
95К	Paint, School Bus Yellow w/ Agate Black Hood (Fleet Only)	\$150
OPTION CODE	MISC	
DELIVERY	DELIVER TO THE CUSTOMER	\$175
TITLE	DEALER WILL TITLE AND PLATE VEHICLE	\$173
OPTION CODE	EXTERIOR COLOR	PRICE
UM	AGATE BLACK METALLIC	N/C
НХ	ANTIMATTER BLUE METALLIC	N/C
M7	CARBONIZED GRAY METALLIC	N/C
JS	ICONIC SILVER METALLIC	N/C
Z1	OXFORD WHITE	N/C
PQ	RACE RED	N/C
LJ	DARKENED BRONZE METALLIC	N/C
GR	GREEN	\$600
MB	ORANGE	\$600
BY	SCHOOL BUS YELLOW	\$600
E4	VERMILLION RED	\$600
AT	YELLOW	\$600
W6	GREEN GEM	\$600



## QUOTATION

<u>Quotation #:</u> <u>Date:</u> Sales Person:	82157 11/07/23 Bill
SHIP TO:	
Same	

Phone

255 W. Laura Drive Addison, IL 60101

Phone: 630.543.0330 Fax: 630.543.9806

PO#:

Brian Skoczek Village Of River Forest 7998

BILL TO:

400 Park Ave River Forest IL 60305-1798 (708) 366-8500

Terms:

 

 net 10

 Vehicle Information:
 VIN #:
 Serial #:

 23 FORD F350
 FURNISH & INSTALL.

 FURNISH & INSTALL.
 FURNISH & INSTALL.

 WESTERN PRO-PLUS ULTRAMOUNT SNOW PLOW - MODEL UTPP90 2020+ FORD SUPER DUTY 9' Pro-Plus "Contractor-Grade" steel snowplow blade power angling NightHawk plow lights, commercial-grade plow guides Cab-Command handheld snowplow controller
 6827.00 354.00

 \*\*\*Municipal Price\*\*\*

## \*\*\*CASH/CHECK PRICES - ADD 3% PROCESSING FEE FOR CREDIT/DEBIT CARDS\*\*\*

	TOTAL ->	7,181.00
	New Equip. Price	
Located in Addison, the Northwest Suburbs of Chicago, Alsip and in	Used Equip. Price	
the South Suburbs, Regional Truck Equipment is an authorized	Parts Price	
distributor of Western Snowplows, Salt Spreaders, and Parts,	Subtotal	.00
Knapheide Bodies, Adrian Steel Products, as well as many others.	Trade-In	
	Total Taxable	
	Sales Tax (8%)	
At REGIONAL TRUCK the customer comes first.	Labor	
	Delivery	
For best service call us now.	FET	
630-543-0330	Processing Fee	
	Invoice Total	.00
To accept this quotation, sign here and return:		

Quotation valid for 30 days.

REGIONAL MAKES NO WARREVANTY OF ANY KIND, EXPRESSED OR IMPLIED; AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. 1 1/2% Per Month (18% ANNUM) will be charged on unpaid invoices. \$25:00 charge on uncollected checks. All collection agency and legal fees are the responsibility of the customer. We reserve tille to all merchandise until paid. Customer shall rely solely upon the manufacturer's warranty, if any Any goods or property of the customer not picked up within is the sole without notice. To satisfy storage charges.