



VILLAGE OF RIVER FOREST REGULAR VILLAGE BOARD MEETING

Monday, September 27, 2021 – 7:00 PM
Village Hall – 400 Park Avenue – River Forest, IL 60305
Community Room

AGENDA

Public comments sent in advance of the meeting shared with the Village President and Board of Trustees. You may submit your written public comments via email in advance of the meeting to: vbot@vrf.us. You may listen to the meeting by participating in a Zoom conference call as follows: dial-in number: 312-626-6799 with meeting ID: 883 9401 8641 or by clicking here: <https://us02web.zoom.us/j/88394018641>. If you would like to speak during public comment, please email sphyfer@vrf.us by 4:00 PM on Monday, September 27, 2021. If you would like to watch the livestream, please go to the Village website: <https://www.vrf.us/events/event/1895>.

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Citizen Comments
4. Elected Official Comments & Announcements
 - a. Recognition of Retiring Public Works Superintendent Mark Janopoulos
 - b. Trustee Liaison Updates
5. Consent Agenda
 - a. Village Board of Trustee Meeting Minutes – September 13, 2021
 - b. Right-of-Way Encroachment Waiver and Agreement for an Irrigation System Located at 801 Clinton Place
 - c. Right-of-Way Encroachment Waiver and Agreement for an Irrigation System Located at 806 Jackson Avenue
 - d. Proclamation Designating October 2021 at Hispanic Heritage Month – Proclamation
 - e. Proclamation Designating October 2021 as Italian American Heritage Month – Proclamation
 - f. Award of Contract to Green Ways 2Go for Purchase and Installation of an Electric Vehicle Charging Station with a net cost of \$14,827.80
 - g. Award of Contract Extension to Vicarious Multimedia for Communications Consulting Services in the Amount of \$5,200.00
 - h. Award of Contract Extension with GovTempsUSA for Temporary Employment Services at a Cost not to Exceed \$15,561.00
 - i. Village Administrator's Report
6. Consent Items for Separate Consideration
7. Recommendations of Boards, Commissions and Committees
8. Unfinished Business
 - a. Update: Lake and Lathrop
 - b. Discussion & Direction: Creation of a Sewer Lateral Repair Subsidy Program
9. New Business
10. Executive Session
11. Adjournment

**VILLAGE OF RIVER FOREST
REGULAR VILLAGE BOARD OF TRUSTEES MINUTES
Monday, September 13, 2021**

A regular meeting of the Village of River Forest Board of Trustees was held on Monday, September 13, 2021 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 7:00p.m. Upon roll call, the following persons were:

Present: President Adduci, Trustees Bachner, Brennan, Johnson, Vazquez, Village Clerk Jonathan Keller

Absent: Trustees Gillis, O'Connell

Also Present: Acting Village Administrator Lisa Scheiner, Assistant to the Village Administrator Jonathan Pape, Management Analyst Sara Phyfer, Police Chief James O'Shea, Finance Director Rosemary McAdams, Fire Chief Kurt Bohlmann, Director of Public Works and Development Services Jeff Loster, Village Attorney Michael Marrs

2. PLEDGE OF ALLEGIANCE

President Adduci led the pledge of allegiance.

Bob Lifka made a point of order and stated the Village Board does not have a quorum due to trustees attending remotely.

Village Attorney Marrs explained that the Governor's Executive Order allows for remote attendance.

3. CITIZEN COMMENTS

Dan Hollenbach, 610 Park. Mr. Hollenbach extended a thank you to the River Forest Fire Dept, Police Dept, and paramedics regarding an electrical fire in his backyard on Tuesday, August 24th. He stated he was really happy for their support and nobody was injured. He stated that the following day the Reliability Engineer from ComEd came to his home and mentioned that the cables on Park Ave have gone out several times in the past. He stated this ComEd engineer commented that ComEd has buckets of different money for upgrading. Mr. Hollenbach said they need to address the needs of the Village and to speak with the ComEd liaison at the Village of River Forest.

President Adduci remarked that they take this seriously and that the Liaison can help as the Village has upgraded many electrical issues in the past. She asked Acting Village Administrator Scheiner and Director Loster to look into this and get back to Mr. Hollenbach.

She mentioned that the Village of River Forest has a great relationship with ComEd and that they should put this information into the newsletter.

Trustee Bachner asked what the liaison is for and how can they help residents?

President Adduci stated the ComEd Liaison is there for the residents to help with possible upgrades to the system. She said they can consult the Liaison on this issue and discuss future steps.

Trustee Brennan asked is this Liaison someone that the residents can contact?

President Adduci said typically residents go directly to ComEd and use the website to connect with them. She noted that on that site there is the ability to get up to date information on power outages and the length of those outages.

Trustee Brennan asked if it would be appropriate for residents to reach out to the Liaison instead of ComEd?

President Adduci said the website is for residents to communicate with and the Liaison is for the municipality to work with.

4. ELECTED OFFICIAL COMMENTS & ANNOUNCEMENTS

a. Recognition of Retiring Fire Chief Kurt Bohlmann

Trustee Johnson wished the residents a happy summer and his hope is that everyone is back to school and doing okay. He offered a reminder that residents should please protect themselves and family as much as possible regarding COVID as we are not out of pandemic just yet.

Trustee Brennan said she participated in the annual LemonAid Charity event and it was the 20th anniversary of this event. She said the block really came together and it was a wonderful event and appropriately solemn regarding the remembrances of 911. She noted there are no final numbers yet on how much money raised. She said that if anyone would still like to donate, they can to the websites for Friends of the Children and the Infant Welfare Society. She noted there is also the option of writing a check out to LemonAid and sending it to 714 Bonnie Brae in River Forest, or drop it off at that mailbox. She said Lois and Heidi from Maywood Fine Arts contacted her a few weeks ago regarding the Annual Pumpkin Patch Parade which will be held on 10/9. She stated this year they are focusing on the Maywood-River Forest Twin Covenant Agreement and wanting to highlight that partnership. She stated they talked about doing the annual parade together, and she said that they had also talked to Trustee Bachner.

Trustee Vazquez said he attended an event with Visit Oak Park, which is a partnership for building up tourism and businesses in Oak Park. He said he met the State liaison regarding tourism who was also there. He said it was great to hear how the state will promote tourism

in our communities. Trustee Vazquez acknowledged the 20th anniversary of those who passed away and were injured on September 11, as well as all first responders. He thanked everyone who protects the communities. He said he also joined the LemonAid event and it was a good event in terms of participation and contributions. On September 8th, he stated the Age Friendly Committee met and he is happy to say they came up with a final survey with questions. He stated they will focus on making some minor tweaks and will be moving on to planning on how to roll it out.

Trustee Bachner started with a Land Acknowledgment statement that this land was once and still inhabited by indigenous people and stated that River Forest continues to be a place that people from diverse backgrounds live and gather. Trustee Bachner said she had the honor to join Dominican University at start of their school semester and welcomed a few hundred students to the community. She said it was wonderful to see the vitality of kids and their families. She stated it was a wonderful start and she was able to meet the new president of the university. She said that she encourages everyone to attend Dominican University events and to take advantage of wonderful things they have going on. Trustee Bachner thanked Trustee Brennan for bringing up the walk that Maywood Fine Arts Group is planning for 10/9. She stated this is a walk for equity and opportunity in the arts and the theme is Imagine More. She stated the idea of bringing the two communities together is in the spirit of the Covenant between Maywood & River Forest. She stated the walk begins at 9:30am on Lake Street and ends up in Keystone Park. She also noted Mindy Credi provided information on a Family Pride Parade on 10/3. She stated that will include outdoor festivities at Urban Village Church at 7970 Lake St. She stated this is another wonderful opportunity to be involved and join in in equitable events and ones that promote diversity. She stated last week she was invited by Trustee Jones in Maywood to discuss the streets between River Forest and Maywood to see if they could begin to put in bike lanes and sidewalks to further connect communities. She spoke with the Department of Transportation and Highways and reported they were eager about the project and they will investigate this further. She noted that block parties are underway and providing a reminder to everyone that they are masking up and being mindful of distancing, using hand sanitizer and keeping safe during those kinds of events. She had a question about obtaining a liquor license for the restaurant La Parrillita.

Ms. Scheiner commented that the request is going through background check and once that is completed, they will bring it back to the Village Board of Trustees.

President Adduci extended a thank you to Trustee Bachner and Trustee Vazquez for attending the two events. She said she was out of town during those events and that she appreciated Trustee Vazquez saying a few words on behalf of herself and the Village at LemonAid and the Visit Oak Park events. She stated October 2nd is also the Tour de Proviso, which brings together five communities for bike ride. She wanted to thank the Fire and Police Departments on the 20th anniversary of the tragedy in our country. President Adduci said she got an email and call from a resident and former Trustee, Jim Winikates, who was rushed to the hospital recently. She stated he commented on how well he was treated and respected by the River Forest Police and Fire Departments. President Adduci thanked the departments for all their work and stated that the Village appreciates everything they do.

a. Recognition of Fire Chief Kurt Bohlmann

Ms. Scheiner said tonight we are recognizing Chief Kurt Bohlmann who is retiring on September 20th. She provided a brief biography of Kurt and thanked him for his service to the Community.

President Adduci presented a plaque and thanked Chief Bohlmann for his service.

Chief Bohlmann thanked the Village Trustees, staff, and his fellow firefighters.

Trustee Vazquez made a motion to discuss item 9B before the Consent Agenda, seconded by Trustee Bachner.

Movement of Consent Agenda Item 9B – Appointment of Robert Nortier as Interim Fire Chief

Roll call:

Ayes: Trustees Bachner, Brennan, Johnson, Vazquez

Absent: Trustees Gillis, O'Connell

Nays: None

Motion Passes.

Ms. Scheiner commented that Mr. Nortier served with distinction and has an excellent reputation. She recommended that Robert Nortier be appointed as Acting Fire Chief. She spoke on the progress with the hiring of the new Fire Chief by mid-November.

President Adduci noted that her appointment is made by the Board's consent. She said she has known Mr. Nortier for years and appreciates his commitment to the position.

Trustee Vazquez made a motion, seconded by Trustee Johnson, to Give Advice and Consent to the Appointment of Robert Nortier to Serve as Acting Fire Chief From September 14, 2021 Until Appointment of a Fire Chief.

Roll call:

Ayes: Trustees Bachner, Brennan, Johnson, Vazquez

Absent: Trustees Gillis, O'Connell

Nays: None

Motion Passes.

Clerk Keller swore in Robert Nortier as Acting Fire Chief.

Interim Fire Chief Nortier thanked the Board and Ms. Scheiner for the appointment.

1. CONSENT AGENDA

- a. Village Board of Trustee Meeting Minutes – August 9, 2021
- b. Right-of-Way Encroachment Waiver and Agreement for an Irrigation System Located at 747 Bonnie Brae

- c. Right-of-Way Encroachment Waiver and Agreement for an Irrigation System Located at 726 Forest
- d. National Suicide Prevention and Action Month – Proclamation
- e. Change Order #1 (Final) for the 2021 Sewer Lining Project – \$4,295.00 – Resolution
- f. Approval of Payment to Klein, Thorpe & Jenkins, Ltd. for Legal Services in the amount of \$25,984.70
- g. Monthly Department Reports
- h. July Financial Report
- i. August Financial Report
- j. Accounts Payable – August 2021 – \$1,529,425.72
- k. Village Administrator’s Report

Trustee Brennan made a request to pull item F.

Trustee Johnson made a motion, seconded by Trustee Vazquez, to approve the Consent Agenda Items A – E and G - K.

Roll call:

Ayes: Trustees Bachner, Brennan, Johnson, Vazquez

Absent: Trustees Gillis, O’Connell

Nays: None

Motion Passes.

Trustee Vazquez made a motion, seconded by Trustee Brennan, to approve the Consent Agenda Item F.

Trustee Brennan said she noticed that one item on the bill that was very large and asked what “finance and administration” encompasses on the bill?

Ms. Scheiner stated this line item is related to requests by Village Administration, Village Board of Trustees and the Finance Department. She stated an example would be a code compliance item. She stated it may be work related to variety of issues that fall under Village Administrator’s office or Village Board of Trustees.

Trustee Brennan asked if that includes litigation?

Ms. Scheiner said no.

Trustee Brennan asked if this item is expected to stay level?

Ms. Scheiner said no, and that this item varies month to month. She said she has been relying on the Village Attorney at times.

Village Attorney Marrs noted that Village Attorney Greg Smith is always happy to provide additional detail. He explained that this line item is for general legal services and will typically be one of the bigger line items.

Roll call:

Ayes: Trustees Bachner, Brennan, Johnson, Vazquez

Absent: Trustees Gillis, O'Connell

Nays: None

Motion Passes.

6. CONSENT ITEMS FOR SEPARATE CONSIDERATION

None.

7. RECOMMENDATIONS OF BOARDS, COMMISSIONS AND COMMITTEES

- a. Sustainability Commission: Recommendation Regarding Community Solar Clearinghouse Solution Program (CS2) – Resolution

Trustee Johnson made a motion, seconded by Trustee Vazquez, to approve a Resolution endorsing the Community Solar Clearinghouse Solution Program.

Sustainability Chairperson, Eric Simon summarized the program. Chairman Simon stated this is a general energy strategy from a sustainability standpoint. He there are a lot of these community solar programs out there, and noted that this program is endorsed by MMC and the Village of River Forest is a member of that organization and we rely on them. He stated this recommendation comes from their Energy Subcommittee. He explained this program is where residents buy a share in an actual solar farm that feeds the ComEd supply. He said this is the next best thing to actually generating your own renewable electricity on your rooftop, noting that only a portion of residents can put solar on their rooftops. He stated Community Solar comes from a farm downstate. He explained residents have the Green Aggregation Program as well, which would be the next best option. He noted the other options are private energy companies that can be confusing to the public, highlighting that this program is vetted by the MMC and is top notch.

Trustee Johnson commented about all the information that residents are bombarded by with literature from private energy companies. He asked what would be the community roll out as far as communication?

Chairperson Simon said the good news is there are several communities ahead of us. He stated the other communities put together communications that explains this. He said they are on step 4 of 11 of the program, and that the next 7 steps are marketing. He noted that they are lucky to have a lot of materials to borrow.

Trustee Bachner commented that this is something she has always wanted to participate in. She suggested that using the Village logo would help. She commented that as she was looking at the presentation provided by MMC, it shows electricity bills and what a future bill would look like. She asked if people are receiving two bills?

Chairperson Simon said the bill should be a consolidated bill and that is something he wants to check on. He noted the bill should all come through ComEd. He said he will check on that and get back to make sure.

Trustee Bachner said Chairperson Simon mentioned subscribing to the program and it felt like there would be fees.

Chairperson Simon confirmed that there are no enrollment fees for residents. He explained there is an agreement for residents and no termination fees as long as residents keep the program for 30 days.

Trustee Bachner asked as people become more aware of renewable energy, would this program conflict with residents installing solar on their roof?

Chairperson Simon said if you start generating your own electricity, a resident will be drawing less from the electrical grid. He also noted that the CEJA bill just passed today and we do not know yet what is in the bill. Presently, he said, there are all kinds of things to promote solar from programs that FEJA passed in 2016. Chairperson Simon stated he guessed that there are very significant incentives to put solar on roofs.

Trustee Johnson asked what kind of timeline is expected?

Chairperson Simon stated that if the resolution is passed tonight, residents can enter the program at any time. He said they are off to the races from a marketing aspect and the goal is a rollout on January 1st.

Trustee Vazquez offered a thank you and said it was a great idea. He asked if anyone knows how it works?

Chairperson Simon said this program will be a legal share of a farm and they will know where it is and who it is.

Chairperson Vazquez asked if it is vetted by MMC?

Chairperson Simon said yes.

Clerk Keller asked does this operate like an investment?

Chairperson Simon said it does not.

Trustee Bachner asked if there is a saturation point where residents use up all the "shares" available?

Chairperson Simon indicated that the MMC has told them that there is plenty of capacity right now, regardless of how many people enter program. He said in the future where capacity is limited, the MMC will have to make another deal with another farm for more generation.

Trustee Brennan said the materials talk about a waitlist. She said that no new projects are expected for next 4-5 years. She asked if this is this for municipalities or residents?

Chairperson Simon said that the reference in the materials is for the municipalities. He clarified that even though the Village has not subscribed, they have committed to it in a nonbinding way. He noted that part of presentation, and several other parts of presentation, will not be same after we sort out what is in new legislation. He said there will be new incentives to incentivize developers and go buy lots of farms. He indicated that we have been told there will be no waitlist to enter program wholesale.

Trustee Brennan said if they start January 1st, and residents already have opted into green aggregation they can still do the solar, they might get a smaller discount than the 20%. Can they speak to those already opted into the present solar program?

Chairperson Simon said basically if someone is in aggregation program, they are still paying ComEd rates. He stated if they then enter the Community Solar program, they will not be affected by green aggregation, but the share will be smaller because part of the power is already through green credits.

Trustee Brennan asked if they would get 20% off of 80% instead of 100%?

Trustee Bachner noted that will be important to communicate to residents, stating that if residents don't see the cost reduction it will be confusing.

President Adduci asked how they could get residents to opt out of that program prior to signing up for the new one.

Chairperson Simon noted that the aggregation program was short term and at some point they will have to renegotiate the aggregation contract. He stated communication is going to be everything on this.

Trustee Brennan noted that with the aggregation program, the Village earned money and not the residents. She said this program is better.

Chairperson Simon explained that the aggregation program was interesting because the Village basically gets a stipend.

President Adduci noted that when they did the aggregation program, they were just trying to get into green energy.

Trustee Brennan wanted to echo that education is key here. She would also ask that we do some sort of look for the co-branding of the Village logo and MMC and put that on our website. She stated residents have all gotten so many pieces of mail, she suggested a program at the library to invite residents to come in and ask their questions.

Chairperson Simon stated that is a great suggestion about the Library. He noted that the legislation that just passed has our state at 100% reduction by 2050. He said these efforts we are doing here in River Forest are going hand in hand with state's efforts.

President Adduci commented that they were one of the trailblazers in this area, noting being a signatory on the Chicago Climate Charter. She stated they are very much involved with MMC, and emphasized our commitment to the Charter and Climate Action Plan. She said that she appreciates the Commission's efforts.

Roll call:

Ayes: Trustees Bachner, Brenna, Johnson, Vazquez

Absent: Trustees Gillis, O'Connell

Nays: None

Motion Passes.

8. UNFINISHED BUSINESS

a. Automatic Metering Infrastructure Project

1. Waiver of Formal Bidding Requirements and Award of Contract to Core and Main, LP for installation of a Sensus FlexNet AMI System and Water Meter Purchase for a not-to-exceed cost of \$529,233.00
2. Waiver of Formal Bidding Requirements and Award of Contract to WaterSmart Software, Inc for Purchase of a Customer Portal Software for a not-to-exceed cost of \$20,797.20
3. Waiver of Formal Bidding Requirements and Award of Amended and Restated Statement of Work with Siemens, Inc. for the Automatic Metering Infrastructure Project for a not-to-exceed amount of \$883,566.00
4. Waiver of Formal Bidding Requirements and Award of Software Agreement to Sensus USA Inc.

Trustee Johnson made a motion, seconded by Trustee Bachner, to approve items 8A1 – 4.

Ms. Scheiner reviewed discussion from last October about new water meters. She stated the motion today is to approve moving forward. She emphasized this is an efficiency measure for the organization and allows residents to identify leaks in their system more quickly and to conserve water. She stated this change eliminates drive by, in home water readings. She said today they are taking the next steps to implement this program. She noted the initial steps taken by the Board was to award the contract. She stated costs have exceeded what we initially budgeted for, but that they have been able to reduce that overage.

Director Loster provided an overview of the costs associated with the project and specific items up for approval. He first discussed the contract with Siemens, noting the scope and

budget have been revised and approved. He secondly discussed the equipment install with the meters and infrastructure for network. Lastly, he discussed the customer portal, noting all of these items have been reviewed by the Village Attorney.

Erin Perry from Siemens introduced herself and presented to the Board this AMI Implementation & Customer Portal project. Ms. Perry explained how the Sensus technology and customer portal (WaterSmart) work. She also explained Siemens' installation approach. She explained how they would communicate the program to Village residents via mail and town halls. She noted staff training will be important. She provided a schedule (pending approval) for the rollout and a target for completion next March.

President Adduci stated that the Customer Portal is important because many residents do not know increases in usage due to leaks until it is too late. She stated this would help a lot for that reason and fits in with our smart city initiative.

Trustee Vazquez questioned whether water meters are installed outside or inside?

Ms. Perry said on the inside of dwellings and they would schedule appointments, which would take roughly half an hour.

Mr. Loster commented that the bulk of project is just a transmitter and not changing out the water meter inside the home. He noted many of those upgrades can be done on the exterior of homes. He estimated that there are 300 water meters that need to be replaced.

Trustee Vazquez asked if there is an area where the meters need to be replaced?

Mr. Loster said no, they are scattered throughout the Village.

Trustee Vazquez asked in regards to the water leaks, can residents set up some type of notification?

Ms. Perry said yes they can.

Trustee Bachner asked a question regarding high consumption and leak resolution. She asked what will the website be alerting residents to do, and is it related to typical consumption based on the footprint and size of housing or what typical consumption was based on history of the dwelling?

Consultant Brenda Klem said the information is from city assessor's office and consumers in home.

Trustee Bachner asked if the consumer can put in information on their typical usage and then take action on spikes in usage?

Ms. Perry said they can set up notifications at 25% higher, etc.

Trustee Bachner asked are there any issues with location of transmitter in terms of coverage?

Ms. Perry commented that coverage issues were addressed.

Another of the consultants said they did a propagation study initially, noting they will be guaranteeing a 98.6% read rate at the present location of the tower. He stated if they fall short of that read rate, they would be adding more equipment to increase the coverage.

Trustee Bachner asked would weather cause outages?

The consultant said the transmitter is designed to be in our environment and will not go down in any environment. He stated they are prepared for inclement weather and they do have drive-by equipment available to make water readings if needed.

Trustee Bachner asked if the historic consumption information will be available to residents?

The consultant stated yes and that they will go back 3 years on their side. He stated it will be a minimum of 3 years of historical data. The consultant said the consumer portal will go back 3 years.

Ms. Perry commented that a resident can compare past years through the portal.

The consultant confirmed this and stated the consumer portal will provide data from last year at the same time.

Ms. Perry commented that once we have the program live, they provide tutorials for residents.

Trustee Brennan said she knows they have been talking about this project for a while, but she has some sticker shock. She stated the year one cost is more than the year one budget. She asked if this project uses up the entire sewer budget for the year, how do they address issues with residents as they come up?

Ms. Scheiner indicated that the total purchase is not paid out at one time. She stated there will be monthly payments to Siemens and certain equipment will be purchased at one time. She stated that since water revenue will be coming in consistently over time, they are in a good position to make this purchase. She noted the Village had always anticipated that they may take on debt and that debt service would cover this project. She also stated that the Village is about to launch the water rate study to determine if they can sufficiently account for water projects going forward.

President Adduci commented that this project has been in the budget for the past two years.

Trustee Brennan asked, do they have any sense of how many water leaks the Village has on

average?

Director Loster said Public Works can track unmetered leaks and they need to continue the annual leak survey.

Director McAdams noted that with residential leaks, the homeowner does not know right away and this will help that. She stated two months could pass before they are aware and this will help them monitor water usage, even if the resident is not monitoring because staff can contact residents.

Trustee Brennan asked so, they are having three leaks in the Village per billing cycle?

Ms. Scheiner said she is not sure, but they can check that data.

Director Loster noted that the State and DNR are looking at allocations for municipalities that pull water from Lake Michigan. He said that any degree of water loss could be a factor in our future allocation, and he noted this will be an advantage in helping us take action.

Ms. Perry added that this will allow the Village to detect leaks at a much smaller scale.

Ms. Scheiner noted that even if it is 3 leaks per billing cycle, it is still a significant savings to those residents.

Roll call:

Ayes: Trustees Bachner, Brennan, Johnson, Vazquez

Absent: Trustees Gillis, O'Connell

Nays: None

Motion Passes.

President Adduci said that she appreciated that the trustees believe in this project. She asked that the staff and vendors find a way to reduce the \$45,000 over budget.

9. NEW BUSINESS

a. Recommendations Regarding Building Code Updates

Ms. Scheiner introduced Mike D'Onofrio, who was retained by the Village to vet this process. She stated the Board cannot take action tonight as it requires 30 days' notice, but that it will not change the effective date of code update.

Mr. D'Onofrio gave his background with GovHR and his work with the previous Board. He stated he was a Community Development Director in Des Plaines and Winnetka and has a lot of experience in this area. He reviewed 1) the goals of building codes; 2) the process of updating the code; 3) and provided an overview of the proposed code amendments. He discussed the intricacies of the code and the history, and his recommendation for certain amendments.

Trustee Brennan inquired about the update on Solar Codes and Wildlife Interface Code.

Ms. Scheiner commented that the 2003 code had little on solar, so the 2018 code would address it more.

Mr. D'Onofrio said the Wildland Urban Interface Code is related to property built near an area prone to wildfires, so it likely would not apply here. He stated it addresses the build environment near wildland areas so that construction and development takes that into account.

Mr. D'Onofrio addressed Trustee Brennan's question about adoption, stating they can adopt them as they are. He also discussed swimming pool codes.

Ms. Scheiner commented that the Village is already reviewing making it very clear for consumers on what they have to follow with new codes.

Mr. D'Onofrio added that in respect to solar, a lot has been added recently. He commented on roof requirements in the event of a fire, noting firefighters need access to roofs to ventilate, so the code addresses it.

President Adduci noted that priority number 1 is the safety and health of the community. She asked how many municipalities have updated to the 2018 code and what unintended consequences have happened to residents? She asked what additional expenses are being brought to older homes?

Mr. D'Onofrio compared the existing building code versus new codes and that the new code may provide flexibility that provides cost savings to homeowners.

Ms. Scheiner noted that the next step is to come back at a meeting in October to adopt an ordinance updating all the codes with an effective date of January 1, 2022. She stated this is an enormous undertaking and that they will alert residents this is coming. She stated they will continue communication to community and to train staff. She stated that although there is a 2021 code, it is not uncommon to adopt previous versions. She said they appreciate Mr. D'Onofrio's and the staff's work. She emphasized additions and updates really do focus on new and emerging technologies or field conditions that were detrimental to health that ICC decided to address. She stated they appreciate concern of what does this mean for residents. She noted this will help with homeowner's insurance and helps to protect public safety. She said that is why they do this and that their job is to ensure what contractors are doing in their homes, schools, and businesses is safe.

Trustee Vazquez asked when will the next version be available?

Mr. D'Onofrio said in 2024. He recommended getting on a six-year cycle and be one version behind and to update it every 6 years.

Trustee Vazquez asked do they give them a synopsis or brief of the changes?

Mr. D'Onofrio said ICC publishes books, so the new code is an actual publication. He stated they do provide an update on the previous publication. He stated they also commented on the plumbing code and how the code has made it less expensive to do plumbing work for consumers.

Trustee Bachner inquired about the Wildlife Code, noting how wildlife in River Forest has been a topic of discussion.

Mr. D'Onofrio clarified that there is confusion regarding the wildlife versus wildland code. He stated the write up was incorrect and that it should be wildland. He also mentioned that the insurance industry will provide discounts based on the code a municipality has in place.

Trustee Bachner had a question regarding the ICC vs state codes.

Mr. D'Onofrio said many state codes replace the ICC codes.

Trustee Bachner asked does the state code include the same energy concerns that the ICC code contains?

Mr. D'Onofrio said no.

President Adduci said the next step is for formal adoption, so they will make sure they have all the necessary data.

Trustee Brennan asked will they be getting the same or different or additional information?

Ms. Scheiner said they will receive the same, but she encourages them to ask any questions they have. She stated staying at status quo is not an option she would recommend. She clarified they are just trying to determine which version we adopt. She stated staff recommends 2018 be adopted by the Board.

Trustee Johnson suggested making it user friendly so that they can explain it to residents clearly.

Ms. Scheiner said they are happy to making it as easy as possible. She noted that the Code is intended for technical professionals, but they are happy to provide broad strokes.

b. Goal Setting Workshop – December, 2021

President Adduci said the idea is to get everyone's thoughts on the top 5 or 10 goals.

Ms. Scheiner noted that they are looking at near or long term goals to accomplish. She stated she would like to know the Village Board of Trustees' goals prior to heading into the budgeting process.

President Adduci commented that this is just goal setting and it helps us stay on focus.

Trustee Bachner inquired whether it is possible to send around what they have done in the past since many board members were not part of the previous goal setting.

President Adduci said yes.

Ms. Scheiner noted that there are materials they have used in past, and the goals are in the budget.

The Board reached a consensus to meet on December 7 at 7:00PM.

Trustee Brennan asked about the Lake and Lathrop project and why did this group not attend tonight's meeting?

President Adduci they promised a once a month attendance, so they will come at the next meeting.

10. EXECUTIVE SESSION

None.

11. ADJOURNMENT

Trustee Vazquez made a motion, seconded by Trustee Johnson, to adjourn the regular Village Board of Trustees Meeting at 9:28 p.m.

Roll call:

Ayes: Trustees Bachner, Brennan, Johnson, Vazquez

Absent: Trustees Gillis, O'Connell

Nays: None

Motion Passes.

Ms. Scheiner

Jonathan Keller, Village Clerk



Village of River Forest

Village Administrator's Office

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

MEMORANDUM

Date: September 23, 2021

To: Catherine Adduci, Village President
Village Board of Trustees

From: Jon Pape, Assistant to the Village Administrator

Subj: License Agreement with Property Owner at 801 Clinton for an Underground Sprinkler System in the Public Right-of-Way

Issue: John Roeger, owner of the property located at 801 Clinton, would like to install an underground irrigation system with certain components in the Village right-of-way and needs permission from the Village Board of Trustees to do so.

Analysis: The Village Code does not permit obstructions nor does it allow property owners to install anything in the public right-of-way, unless permission is granted by the Village typically through an agreement. The attached agreement is the standard document that is utilized by the Village for these matters.

In an effort to minimize Village expenses for private infrastructure within the public right-of-way that may be damaged/impacted as a result of capital improvement projects in the future, staff has developed a policy that all obstructions that are proposed for installation within the public right-of-way should require a Right-of-Way Encroachment Waiver and Agreement as a condition of permit approval. This will help avoid future damage to the infrastructure by allowing the Village to document the existence of these assets. This is similar to the process followed for any other private infrastructure proposed within public space (e.g. in-pavement heating elements, fences, decorative light pole).

Recommendation: Authorize the Village Administrator to execute a right-of-way encroachment waiver and agreement for an irrigation system in the public right-of-way with the property owner at 801 Clinton.

Attachment: License Agreement with Property Owners at 801 Clinton.

**THIS DOCUMENT WAS
PREPARED BY, AND AFTER
RECORDING RETURN TO:**

Village of River Forest
400 Park Avenue
River Forest, Illinois 60302
Attention: Village Administrator

[The above space for recording purposes]

RIGHT-OF-WAY ENCROACHMENT WAIVER AND AGREEMENT

The undersigned(s) represent that JOHN C ROESGM JR is / are the legal owner ("Legal Owner") of real property commonly known as: 801 CLINTON PLACE, River Forest, Illinois 60305 PIN(S) #: 15-01-417-010-0000 ("Benefitted Property"), and a survey with the legal description of the Benefitted Property is attached and made a part hereof as "EXHIBIT A".

1. **Ownership.** Legal Owner is undertaking the following "Project" at the above stated Benefitted Property and on adjacent Village of River Forest ("Village") public right-of-way that will encroach on the public right-of-way: 801 CLINTON PLACE irrigation system

2. **Acknowledgment.** Legal Owner understands and acknowledges that the Village of River Forest Village Code does not permit any obstructions in the public right-of-way and does not allow for the placement of the Project underneath the public right-of-way without the Village's express permission.

3. **Repairs.** Legal Owner agrees that the Project placed by Legal Owner or an agent of Legal Owner for the benefit of the Benefitted Property, and which encroach upon the public right-of-way contiguous with the Benefitted Property, will be the responsibility of Legal Owner to maintain, repair, and replace if necessary, at Legal Owner's sole cost and expense, due to any damage by the Village, other public agencies or any other person, for whatever reason, including but not limited to excavation in the public right-of-way for the purposes of repairing a water main break, installation or replacement of a water main, water line, sewer main, sewer lateral line, or other utilities, replacement or reconstruction of the street, or due to normal wear and tear.

4. **Quality of Work.** Legal Owner agrees that any work to be performed on or underneath the public right-of-way shall be in a good and workmanlike manner and in accordance with all applicable federal, state, and county laws and regulations and the Village codes, ordinances, and regulations.

5. **Restoration.** Legal Owner agrees to be solely responsible for any and all costs of restoring any disturbances of the public right-of-way caused by its installation and use of the Project underneath the right-of-way, and any and all repairs or damage to the public right-of-way arising from the use, misuse or damage to same by Legal Owner, or its agents, employees, contractors, subcontractors, successors, invitees, permittees, or assigns, to the satisfaction of the Village. Upon completion of installation or any subsequent repair or maintenance of the Project, Legal Owner shall return the public right-of-way to good order, condition and repair. In the event Legal Owner fails, in a timely manner, to restore any disturbances or make any and all repairs of the public right-of-way as set forth above, the Village may make such restoration or repairs. In the event the Village makes such restorations or repairs, Legal Owner agrees to pay the costs of such restoration or repairs upon written demand, or the Village may remove the Project underneath the right-of-way and/or lien the Benefitted Property for the costs of such restoration or repair. Legal Owner waives all rights and claims of any kind against the Village arising out of the Village's restoration or repair of the public right-of-way or removal of the Project improvements.

6. **No Liens.** Legal Owner shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests, or other encumbrances to attach to or to be filed against title or ownership of the public right-of-way.

7. **Removal.** If the Village, in its sole discretion, determines that further existence or use of the Project under the public right-of-way is, or will be, hazardous to the public or to the public right-of-way, Legal Owner agrees to, upon written notice by the Village, make modifications or remove the Project at Legal Owner's sole expense to make the Project and/or public right-of-way safe for, and compatible with, public use. In the event Legal Owner fails to make required modifications within a reasonable time frame, or if such modifications cannot be completed within said time frame or Legal Owner fails to begin working expeditiously to render the Project or public right-of-way safe for the public, the Village may make the necessary modifications or remove the Project. In the event the Village installs and / or makes the necessary modifications, Legal Owner shall pay the costs of such modifications or improvements upon written demand of the Village, or the Village may remove the Project underlying its right-of-way and/or lien the Benefitted Property for the costs of such modifications. Notwithstanding any term in this agreement to the contrary, the Village may remove the Project from the public right-of-way, at Legal Owner's cost and expense, in its sole discretion. Legal Owner waives all rights and claims of any kind against the Village arising out of the Village's modifications to the Project or the Public Right-of-Way or removal of the Project.

8. **Indemnification, Defense and Hold Harmless.** Legal Owner agrees and acknowledges that as a condition of the Village granting permission to utilize the public right-of-way abutting the Benefitted Property for the Project, Legal Owner covenants and agrees not to sue and to protect, indemnify, defend, and hold harmless the Village, and its elected officials, employees, agents, volunteers, and attorneys against any and all claims, costs, actions, losses, demands, injuries and expenses of whatever nature ("Claims"), including, but not limited to attorneys' fees, related to this agreement, the Project or the public right-of-way abutting the Benefitted Property and / or from acts or omissions by Legal Owner, its contractors, subcontractors, or agents or employees in maintaining the same and/or conjunction with the use of the public right-of-way abutting the Benefitted Property.

9. **Future Owners.** Legal Owner acknowledges and understands that the terms and conditions contained herein apply uniquely to the public right-of-way adjacent to the Benefitted Property at the above address as legally described in Exhibit A and it is the intent of Legal Owner and the Village to have the terms and conditions of this instrument run with the land and be binding on subsequent owners of the Benefitted Property or any portion thereof. This document shall be notarized and recorded with the Cook County Recorder of Deeds. The undersigned Legal Owner certifies that they have the authority to bind Legal Owner.

LEGAL OWNER:

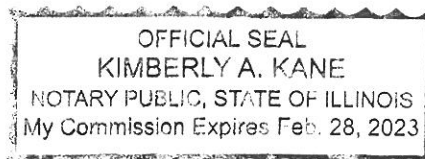
Name: JOHN C ROSEN IV

Name: _____

Date: 09/08/2021

Date: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



I, the undersigned, a Notary Public in Cook County, in the State of Illinois, do hereby certify that _____, is/are personally known to me to be _____ and _____, and are the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ and _____, respectively, and as their free and voluntary act, and as their free and voluntary act.

Given under my hand and notarial seal this 10 day of September, 2021

Notary Signature: _____

Kimberly A. Kane

[SEAL]

EXHIBIT A
LEGAL DESCRIPTION



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

MEMORANDUM

Date: September 23, 2021

To: Catherine Adduci, Village President
Village Board of Trustees

From: Jon Pape, Assistant to the Village Administrator

Subj: License Agreement with Property Owner at 806 Jackson for an Underground Sprinkler System in the Public Right-of-Way

Issue: Joe Castillo, owner of the property located at 806 Jackson, would like to install an underground irrigation system with certain components in the Village right-of-way and needs permission from the Village Board of Trustees to do so.

Analysis: The Village Code does not permit obstructions nor does it allow property owners to install anything in the public right-of-way, unless permission is granted by the Village typically through an agreement. The attached agreement is the standard document that is utilized by the Village for these matters.

In an effort to minimize Village expenses for private infrastructure within the public right-of-way that may be damaged/impacted as a result of capital improvement projects in the future, staff has developed a policy that all obstructions that are proposed for installation within the public right-of-way should require a Right-of-Way Encroachment Waiver and Agreement as a condition of permit approval. This will help avoid future damage to the infrastructure by allowing the Village to document the existence of these assets. This is similar to the process followed for any other private infrastructure proposed within public space (e.g. in-pavement heating elements, fences, decorative light pole).

Recommendation: Authorize the Village Administrator to execute a right-of-way encroachment waiver and agreement for an irrigation system in the public right-of-way with the property owner at 806 Jackson.

Attachment: License Agreement with Property Owner at 806 Jackson.

**THIS DOCUMENT WAS
PREPARED BY, AND AFTER
RECORDING RETURN TO:**

Village of River Forest
400 Park Avenue
River Forest, Illinois 60302
Attention: Village Administrator

[The above space for recording purposes]

RIGHT-OF-WAY ENCROACHMENT WAIVER AND AGREEMENT

The undersigned(s) represent that JOE CASTILLO is / are the legal owner ("Legal Owner") of real property commonly known as: 806 JACKSON, River Forest, Illinois 60305 PIN(S) #: 15-01-413-013-0000 ("Benefitted Property"), and a survey with the legal description of the Benefitted Property is attached and made a part hereof as "EXHIBIT A".

1. **Ownership.** Legal Owner is undertaking the following "Project" at the above stated Benefitted Property and on adjacent Village of River Forest ("Village") public right-of-way that will encroach on the public right-of-way: UNDERGROUND LAWN-SPRINKLER.

2. **Acknowledgment.** Legal Owner understands and acknowledges that the Village of River Forest Village Code does not permit any obstructions in the public right-of-way and does not allow for the placement of the Project underneath the public right-of-way without the Village's express permission.

3. **Repairs.** Legal Owner agrees that the Project placed by Legal Owner or an agent of Legal Owner for the benefit of the Benefitted Property, and which encroach upon the public right-of-way contiguous with the Benefitted Property, will be the responsibility of Legal Owner to maintain, repair, and replace if necessary, at Legal Owner's sole cost and expense, due to any damage by the Village, other public agencies or any other person, for whatever reason, including but not limited to excavation in the public right-of-way for the purposes of repairing a water main break, installation or replacement of a water main, water line, sewer main, sewer lateral line, or other utilities, replacement or reconstruction of the street, or due to normal wear and tear.

4. **Quality of Work.** Legal Owner agrees that any work to be performed on or underneath the public right-of-way shall be in a good and workmanlike manner and in accordance with all applicable federal, state, and county laws and regulations and the Village codes, ordinances, and regulations.

5. **Restoration.** Legal Owner agrees to be solely responsible for any and all costs of restoring any disturbances of the public right-of-way caused by its installation and use of the Project underneath the right-of-way, and any and all repairs or damage to the public right-of-way arising from the use, misuse or damage to same by Legal Owner, or its agents, employees, contractors, subcontractors, successors, invitees, permittees, or assigns, to the satisfaction of the Village. Upon completion of installation or any subsequent repair or maintenance of the Project, Legal Owner shall return the public right-of-way to good order, condition and repair. In the event Legal Owner fails, in a timely manner, to restore any disturbances or make any and all repairs of the public right-of-way as set forth above, the Village may make such restoration or repairs. In the event the Village makes such restorations or repairs, Legal Owner agrees to pay the costs of such restoration or repairs upon written demand, or the Village may remove the Project underneath the right-of-way and/or lien the Benefitted Property for the costs of such restoration or repair. Legal Owner waives all rights and claims of any kind against the Village arising out of the Village's restoration or repair of the public right-of-way or removal of the Project improvements.

6. **No Liens.** Legal Owner shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests, or other encumbrances to attach to or to be filed against title or ownership of the public right-of-way.

7. **Removal.** If the Village, in its sole discretion, determines that further existence or use of the Project under the public right-of-way is, or will be, hazardous to the public or to the public right-of-way, Legal Owner agrees to, upon written notice by the Village, make modifications or remove the Project at Legal Owner's sole expense to make the Project and/or public right-of-way safe for, and compatible with, public use. In the event Legal Owner fails to make required modifications within a reasonable time frame, or if such modifications cannot be completed within said time frame or Legal Owner fails to begin working expeditiously to render the Project or public right-of-way safe for the public, the Village may make the necessary modifications or remove the Project. In the event the Village installs and / or makes the necessary modifications, Legal Owner shall pay the costs of such modifications or improvements upon written demand of the Village, or the Village may remove the Project underlying its right-of-way and/or lien the Benefitted Property for the costs of such modifications. Notwithstanding any term in this agreement to the contrary, the Village may remove the Project from the public right-of-way, at Legal Owner's cost and expense, in its sole discretion. Legal Owner waives all rights and claims of any kind against the Village arising out of the Village's modifications to the Project or the Public Right-of-Way or removal of the Project.

8. **Indemnification, Defense and Hold Harmless.** Legal Owner agrees and acknowledges that as a condition of the Village granting permission to utilize the public right-of-way abutting the Benefitted Property for the Project, Legal Owner covenants and agrees not to sue and to protect, indemnify, defend, and hold harmless the Village, and its elected officials, employees, agents, volunteers, and attorneys against any and all claims, costs, actions, losses, demands, injuries and expenses of whatever nature ("Claims"), including, but not limited to attorneys' fees, related to this agreement, the Project or the public right-of-way abutting the Benefitted Property and / or from acts or omissions by Legal Owner, its contractors, subcontractors, or agents or employees in maintaining the same and/or conjunction with the use of the public right-of-way abutting the Benefitted Property.

9. **Future Owners.** Legal Owner acknowledges and understands that the terms and conditions contained herein apply uniquely to the public right-of-way adjacent to the Benefitted Property at the above address as legally described in Exhibit A and it is the intent of Legal Owner and the Village to have the terms and conditions of this instrument run with the land and be binding on subsequent owners of the Benefitted Property or any portion thereof. This document shall be notarized and recorded with the Cook County Recorder of Deeds. The undersigned Legal Owner certifies that they have the authority to bind Legal Owner.

LEGAL OWNER:

Joe Castillo

Name: JOE CASTILLO

Name: _____

Date: 9-18-21

Date: _____

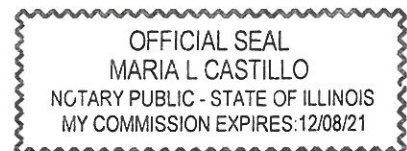
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in Cook County, in the State of Illinois, do hereby certify that JOE CASTILLO, is/are personally known to me to be JOE CASTILLO and _____, and are the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such JOE CASTILLO and _____, respectively, and as their free and voluntary act, and as their free and voluntary act.

Given under my hand and notarial seal this 18 day of SEPTEMBER, 20 21.

Notary Signature: *Maria L. Castillo*

[SEAL]





Proclamation Designating Hispanic Heritage Month

WHEREAS, the Village of River Forest commemorates the strong and visible roots of Hispanic heritage in the national, regional and local landscape of our nation; and,

WHEREAS, Since our founding, our Nation has drawn strength from the diversity of our people. With faith and passion, a sturdy work ethic and profound devotion to family, Hispanics have helped carry forward our legacy as a vibrant beacon of opportunity for all. Whether their ancestors have been here for generations or they are among the newest members of our American family, they represent many countries and cultures, each adding their own distinct and dynamic perspective to our country's story; and,

WHEREAS, In the words of Cesar Chavez "Preservation of one's own culture does not require contempt or disrespect for other cultures" and thus we celebrate the contributions of the robust Hispanic Diaspora to include Spain, Puerto Rico, Costa Rica, Guatemala, Honduras, Nicaragua, Panama, El Salvador, Bolivia, Chile, Colombia, Ecuador, Paraguay, Peru, Uruguay, Venezuela, Argentina, Brazil, Cuba, Dominican Republic; and,

WHEREAS, We are proud of the Mexican heritage that includes Indian and Spanish blood and most proud of all the humanity, and centuries of hope and sacrifice of these peoples, called Mexican-American, Chicano, Latino, Spanish, Tejano, Latin-x or Hispanic, who are essential to defining our culture; and,

WHEREAS, This month, let us reflect on the countless ways in which Hispanics have contributed to our Nation's success, and let us reaffirm our commitment to expanding opportunity and building an ever brighter future for all. Let us embrace the diversity that strengthens us and continue striving to ensure the American dream is within reach for generations of Hispanics to come.

NOW, THEREFORE, I, CATHERINE ADDUCI, VILLAGE PRESIDENT OF THE VILLAGE OF RIVER FOREST, do hereby proclaim Hispanic Heritage Month in the Village of River Forest, Illinois in recognition of the indelible footprints of Hispanic Culture in our daily lives.

IN WITNESS, THEREOF, I have hereto set my hand officially and caused to be affixed the seal of the Village of River Forest, this 27th day of September, 2021.

Catherine Adduci
Village President



PROCLAMATION

ITALIAN AMERICAN HERITAGE MONTH 2021

WHEREAS, October is nationally recognized as Italian American Heritage Month; and

WHEREAS, Upon arrival in the United States, the Italian American community faced racial, social, and religious discrimination; and,

WHEREAS, despite this discrimination, Italian Americans have persevered with hope and hard work to reach for the American dream and helped build our great country; and,

WHEREAS, as proud service members, they have also defended the liberty and integrity of the United States since the Revolutionary War; and,

WHEREAS, bound by enduring values of faith and family, Italian Americans have flourished in all areas of our public and economic life while preserving their proud Italian traditions; and

WHEREAS, Today, the legacy of these intrepid immigrants is found in the millions of Americans of Italian descent who strengthen and enrich our country; and

WHEREAS, Italian Americans operate thriving businesses, teach our children, serve at all levels of government, and succeed in myriad occupations; and

WHEREAS, Italian Americans have helped shape society and steer the course of history; and

WHEREAS, Drawing on the courage and principles of their forebears, they lead in every facet of American life, dedicating their knowledge and skills to the growth of our country.

THEREFORE, I, Catherine M. Adduci, President of the Village Board of Trustees of River Forest, do hereby proclaim October 2021 as Italian American Heritage Month, to recognize the rich heritage of Americans of Italian descent and celebrate their immeasurable contributions to our community and nation.

IN WITNESS, THEREOF, I have hereto set my hand officially and caused to be affixed the seal of the Village of River Forest, this 27th day of September 2021.

By:

Catherine M. Adduci, President
Village of River Forest



Village of River Forest
Village Administrator's Office

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

MEMORANDUM

Date: September 22, 2021

To: Catherine Adduci, Village President
Village Board of Trustees

From: Sara Phyfer, Management Analyst/Deputy Clerk

Subj: Electric Vehicle Charging Station

Issue:

Earlier this year, the Sustainability Commission submitted a proposal to the Metropolitan Mayors Caucus for the ComEd Powering Safe Communities grant for the purchase and installation of an electric vehicle charging station. The Village recently received notice the proposal was accepted for funding. This grant requires municipal matching dollars, and the purchase and installation cost exceeds the Village Administrator's spending authority.

Background:

A key focus of the Sustainability Commission is promoting the reduction of greenhouse gases. Additionally, the Village's Comprehensive Plan includes the goal of encouraging the use of electric vehicles in order to reduce greenhouse gas emissions. It is becoming increasingly important that residents and visitors of the Village are able to have charging options for their electric vehicles in public parking areas.

The proposed location for the dual charging station is on Central Avenue just south of Village Hall, which would serve two adjacent parking spaces. This location was selected due to its proximity to an existing power supply box, and to allow electric vehicle charging for visitors to Village Hall and the surrounding area, as well as to have electrification in place for future fleet vehicles.



The Sustainability Commission has recommended signage indicating the two parking spaces are for electric vehicles only to ensure they remain available for their intended use. The Commission has also suggested installing signage near the front of Village Hall so visitors are aware there are spaces nearby for vehicle charging. Signage is not included in the proposal package but can be completed in-house by Public Works.

The Powering Communities grant assists with the financial impact of purchasing the Village's first electric vehicle charging station. The cost to purchase and install the station is \$24,827.80. The awarded grant amount is \$10,000, making the Village's portion of the purchase \$14,827.80. The Commission proposes utilizing revenue from the green electric aggregation program to fund the Village's portion of the project. To date, the Village has received \$33,000 in revenue from this program, \$15,000 of which was received in the current Fiscal Year. The quote received is for the purchase and installation of one dual station, which includes a 5-year warranty and 5-year subscription to the ChargePoint service network. Though included in the proposal, Staff does not recommend completing the sub-grade work for a second station at this time due to the additional cost prior to knowing the utilization rate of the first station. Staff will monitor usage and consider an additional station in the future.

Requested Action:

It is recommended that the Board make a motion to purchase and install an electric vehicle charging station from Green Ways 2Go with a net cost of \$14,827.80.

Attachments:

Quote

Proposal



Green Ways 2Go
326 10th Ave S, Ste 6
Fargo, ND 58103 US
info@greenways2go.com
www.greenways2go.com

Quote

ADDRESS

Jeff Loster
Village of River Forest
400 Park Avenue
Park Forest, IL 60305

SHIP TO

Jeff Loster
Village of River Forest
400 Park Avenue
Park Forest, IL 60305

QUOTE # G21-1054

DATE 09/09/2021

EXPIRATION DATE 10/09/2021

QTY	SKU		RATE	AMOUNT
1	CT4021-GW1	CT4021-GW1 Dual Output, Gateway, Bollard Unit - 208/240V @30A with Cord Management	7,210.00	7,210.00
1	CTD15	CT Discount 15% Customer Discount 20% for CT 4000 range	-	-
1	CT-CCM	CT-CCM Bollard Concrete Mounting Kit. Bolts: 5/8 - 11 x 9, F1554 Grade 55 hot-dipped Galv. threaded bolts - 3 ea. Nuts: 5/8 - Heavy Galv. Hex Nuts (DH Rated) - 12 ea. Washers: Galv. Washers (ASTM F436) - 9 ea. Plastic Template - 1 ea.	95.00	95.00
2	CPCLD-COMMERCIAL-5	CT-CLD-COMM-5 CT 4000 - 5 Year Prepaid Commercial Cloud Plan, starting latest 90 days after shipment from factory. Price is per port.	1,319.00	2,638.00
1	CT4000-ASSURE5	CT-ASSURE5 5 yr Pre-Paid Assure Warranty Plan, starting when station is activated, or latest 90 days from date of shipment EXW. Data plans and ASSURE Warranty plans are sold in yearly parallel increments. A successful Site Validation is a prerequisite to purchasing ChargePoint Assure. Site Validation and Initial Activation and Configuration are is Free of Charge if this plan is purchased.	2,495.00	2,495.00
1	CPEXPRESS-SITEVALID	CPE-SITEVALID Customer works with their own contractor to perform the construction and station installation. CPEXPRESS-SITEVALID is used to validate that a customer installation has been performed per ChargePoint published requirements. The on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that the station installation meets all ChargePoint published requirements and local codes. A site is defined as a group of stations all connected to the same gateway station. To used when the	0.00	0.00

Payment can be made by check and sent to
Green Way Energy, LLC, 326 10th Ave S #6, Fargo, ND 58103, Att Paul Jensen
or by Transfer to
Green Way Energy, LLC, c/o Bell Bank, 3100 13th Ave. S, Fargo, ND 58103
ABA: 091310521, Account: 600080071

QTY	SKU		RATE	AMOUNT
		customer is not using an O&M Partner or self-validating Channel Partner to install their stations. A successful Site Validation is a prerequisite to purchase ChargePoint Assure.		
1	CPSUPPORT-ACTIVE	CT-SUPP-SITE-ACTIV Initial Station Activation & Configuration Service. Includes activation of cloud services, configurations of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station	0.00	0.00
1	Shipping CT Series	SHP-CT Shipping of CT 4000 models to customer's address.	200.00	200.00
1	Logistics Fee	LOG-CT4021/CT4023 ChargePoint logistics fee to be added for orders received after August 6, 2021. The cost is in addition to the shipping charge, due to dynamic market changes in the supply chain in 2021.	577.00	577.00
1	EVCS L&M	EV Charging Infrastructure Labor and Materials Branch runs, electrical panels, transformers, as required to suit application: Case 1 Only	6,289.80	6,289.80
1	EVCS CIVIL	Civil Work for EV Infrastructure Labor and Materials Trenching, concrete work to excavate and install conduit and EV Charging Station	6,765.00	6,765.00

This quote is for Base Site only. If Village is interested in two chargers and installation at two sites, Green Way will be glad to provide quotation.

TOTAL

\$24,827.80

Accepted By

Accepted Date

Payment can be made by check and sent to
Green Way Energy, LLC, 326 10th Ave S #6, Fargo, ND 58103, Att Paul Jensen
or by Transfer to
Green Way Energy, LLC, c/o Bell Bank, 3100 13th Ave. S, Fargo, ND 58103
ABA: 091310521, Account: 600080071

PROPOSAL

For

VILLAGE OF RIVER FOREST ELECTRIC VEHICLE CHARGING INSTALLATION AND EV CHARGING STATION QUOTATION

September 9, 2021

Reference Proposal No. G21-1054

From Green Ways 2Go
A Business Unit of Green Way Energy, LLC



Submitted by:
Timothy J. Milburn
847.826.3314
tim.milburn@greenways2go.com
www.greenways2go.com
506 N. Broadway Ave.
Park Ridge, IL 60068

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ELECTRIC VEHICLE CHARGING SYSTEM PROPOSAL

Green Ways 2Go (“GW2G”), a business unit of Green Way Energy, LLC (“GWE”) is pleased to present this proposal for services and equipment required to install one dual Electric Vehicle Charging Systems for the Village Hall at 400 Park Avenue in River Forest, IL. An already existing and growing number of electrically powered vehicles will be able to enjoy the available service of vehicle parking and electric charging for residents and visitors who would like and have a need to charge their Electric Vehicles where they live.

This proposal provides a complete (“turnkey”) set of services and equipment, including all planning, site assessment, mechanical and electric installation and arrangements of network services for use at the charge stations, including secure billing services.

We will be subcontracting City Service Electric, to complete the electrical installation and Pirtano Construction to complete the mechanical/civil work.

We look forward to seeing your building contribute to the electrification component of the future of our national transportation system, which leads to local tailpipe emission and overall Greenhouse Gas reduction for transportation in Illinois.

All work is to be performed by licensed and bonded contractors who are certified by the State of Illinois to complete Electric Vehicle charging Installations. Design, materials and installation are to be compliant with NEC and local codes.

1 PROJECT BACKGROUND

The Village wants to install one dual [ChargePoint bollard mount \(CT4021\)](#) for one initial location, with an option to install a second CT4021 charger with the first or possibly later. Please provide installation for civil/mechanical portion of the estimate. Electric Vehicle Charger, conduit, wiring, other electrical work will be by others. The site is located on the South Side of the Village Hall on Central Avenue. Refer to Figure 1, Figure 2 and Figure 3.

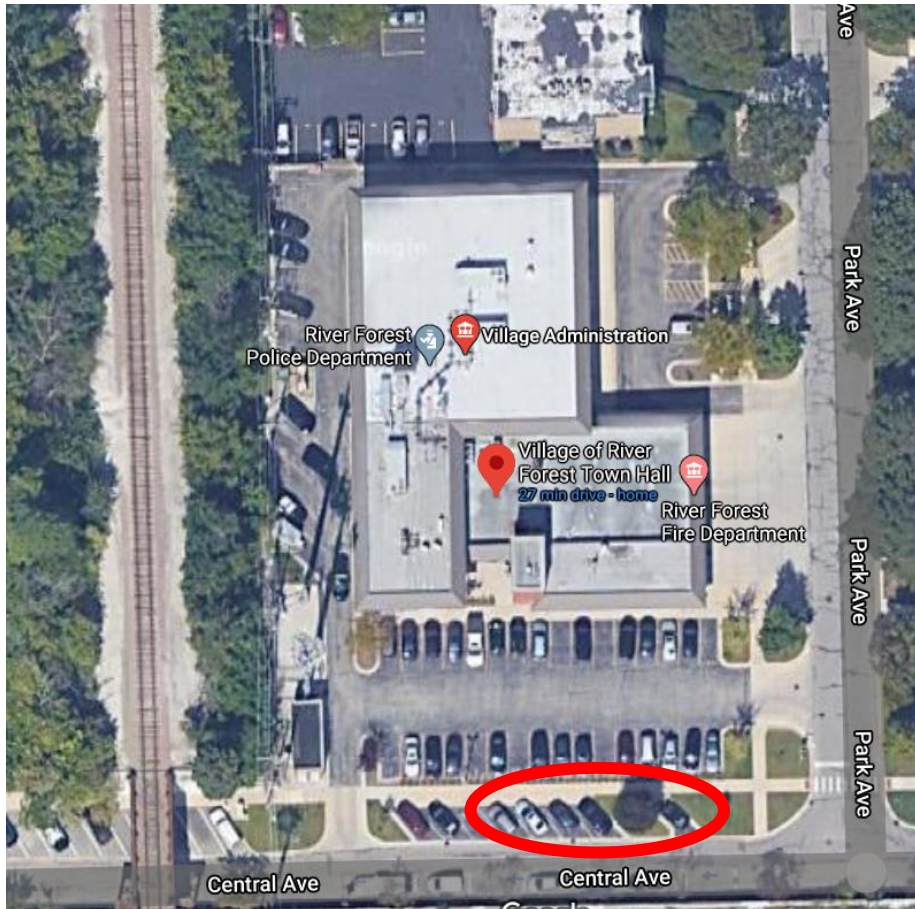


Figure 1: Site 1 Location at Village Hall - Google Maps

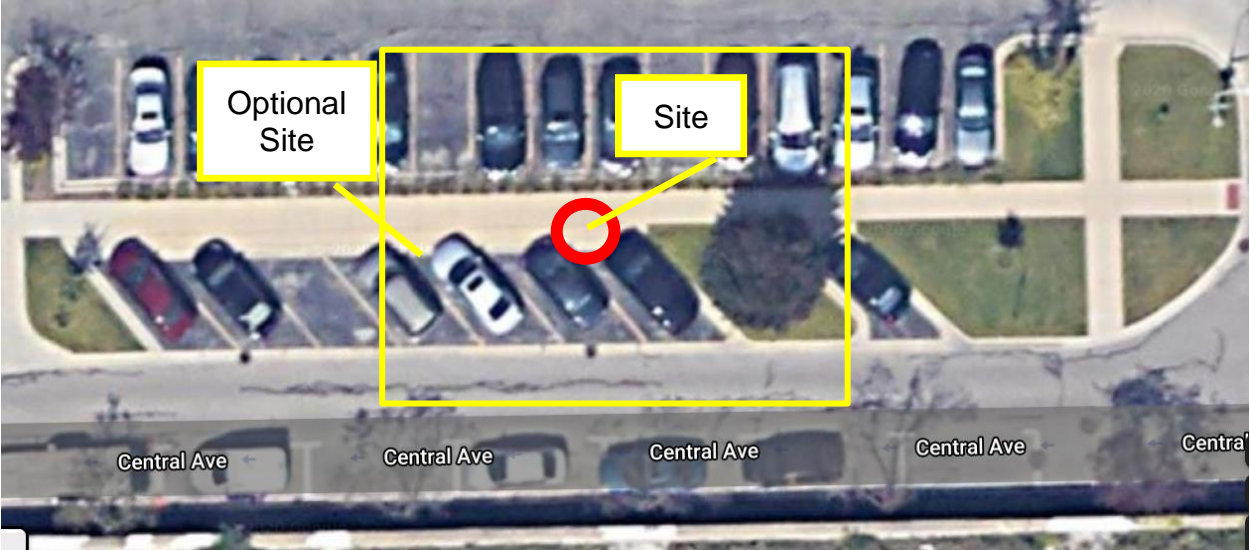


Figure 2: Site 1 Location Closer Look



Figure 3: Work Area (Expanded View of Figure 2)

2 PROJECT DESCRIPTION

The Village wants to use two parking spaces in existing parking for a single [CT4021 EV Charging Station](#) to provide charging to the two spaces indicated on Figs 1 to 3. These charging stations each provide connecting cords for two parking spaces, so the charger is located between two adjacent parking spaces (at the line between two spaces). At this location, an excavated / augured hole is needed to accommodate a concrete base, onto which the EV charger will be mounted. Protective bollards are included. (Figs 4 to 5). Power will be run from the existing power supply box on the lawn area to the east of the parking. Based on information supply by John Anderson, Public Works Director, there is at least 100 Amps available capacity in the power panel, based on recent bills.

The EV charger will have PVC conduit and wiring run between the power supply (Fig 6) and the charger. Trenching, cutting, boring and/or auguring will be completed. The plan is to trench through the turf, cut through the concrete curb, trench the parking lot surface, cut through a second curb, and then excavate the location of the EV charger and the bollards. The trench depth is estimated to be 18" deep and 6" to 8" wide.

Next, conduit and wiring will be run from the power source to the EV charger location and a panel will be added to the side of the existing power supply box, with two 40-Amp breakers, one for each EVSE.

Protective bollards will be installed. Anchor bolts for the EV Charging Station will be provided, located and embedded in the concrete, as poured. The conduit will come into the concrete base of the charger at about 18" deep, turn upward and protrude out of the concrete when done.

Trenching will be filled with CA7 stone in the parking area and black dirt in the lawn area. New grass will be seeded. Where concrete has been disturbed, it will be repoured (curbs, parking lot surfaces). Any residual materials will be removed from site. Site will be cleaned up upon completion of work.



Figure 4: Typical Concrete Installation with Conduit and anchor bolts pre-set, protective bollards also installed.



Figure 5: Example of Installation Completed (CT2021 Charger)



Figure 6: Site 1 location and power supply box

Optional EV Charger

The Village is considering adding a second EV Chargers, possibly doing the sub-grade work now, including buried conduit, but waiting to add a second charger later. The thought is it would be less costly to do the trenching and backfilling now than to come back at a future date to do this work (comments welcome). This would require trenching another 18' run to the next pair of parking spaces, another set of augured holes for the EV charger and protective bollards, including conduit and anchor bolts.

3 PROJECT SCOPE

3.1 Infrastructure Installation Options

The installation work for the Base Case (Site 1) and the Optional Location (Site 2) is broken down by civil and electrical work, as follows:

Electrical work: Base Case - Site 1

- Furnish and install wiring between EV Charging Station and power panel
- Furnish and install new electrical panel on side of existing power panel
- Furnish and install two (2) 40 Amp breakers
- Furnish and install two protective bollards
- Install EV Charging station
- Commission EV Charging station

Electrical work: Optional Location – Add Site 2 to Site 1

- Furnish and install wiring between EV Charging Station future location and power panel
- Leverage new electrical panel including in Base Case on side of existing power panel
- Furnish and install two (2) 40 Amp breakers
- Install EV Charging station
- Commission EV Charging station

Civil Work: Base Case -Site 1

- Remove and replace 27 square feet of concrete/ sidewalk.
- Excavate 19' long to a depth of 18" in grass area
- Excavate 14' long to a depth of 18" in parking area
- Excavate mounting volume for location of EV charging station to depth of 48"
- Install PVC conduit to grade at power panel, underground in trench and up to EV Charging Station location
- Install concrete base with embedded conduit and anchor bolts for EV Charging Station
- Backfill lawn area with black dirt and seed
- Backfill parking area with CA7 stone, flush with parking surface
- Remove spoils

Civil Work: Optional Location – Add Site 2 to Site 1

- Remove and replace 77 square feet of concrete / sidewalk.
- Excavate additional 18' long to a depth of 18" in parking area
- Excavate mounting volume for location of EV charging station to depth of 48"
- Install PVC conduit to grade at power panel, underground in trench and up to EV Charging Station location
- Install concrete base with embedded conduit and anchor bolts for EV Charging Station
- Backfill parking area with CA7 stone, flush with parking surface
- Remove spoils

4 QUOTATION

Based on the descriptions Sections 2 and 3, the following pricing information is provided for this project.

A summary quotation, number G21-1054, is provided separately for the Base Case, Site 1. The prices for adding a second site with an additional dual ChargePoint CT4021, dual bollard mount EV Charging Station are listed below. The quotation for the EV chargers would basically be doubled if two model CT4021 Charging Stations were ordered.

4.1 EV Charging Infrastructure Installation Labor and Materials

The following prices are offered for the base case (Site 1) and the optional location (Site 2), based on the adder to include the second site and the totals to complete both.

SCOPE	Price		
	Base Case- Site 1	Optional Location Added	Site 1 & Site 2
Civil	\$6,289.80	\$2,886.40	\$9,176.20
Electrical	\$6,765.00	\$3,960.00	\$10,725.00
Total Labor and Materials	\$13,054.80	\$5,592.00	\$19,901.20

4.2 Installation Terms and Conditions

1. 50% of the balance of the total purchase order price is due with purchase order and the balance is due upon completion of the installation.
2. Permitting not included.
3. Taxes are not included.
4. All work to be completed during normal working hours
5. Contractor not responsible for damage to unlocated or mislocated plants.
6. Price assumes normal ground conditions. Additional cost may be incurred if rocks or underground obstructions are encountered.
7. This proposal is valid for 60 days.
8. No other work is included in this proposal.
9. Green Way Energy LLC, d.b.a Green Ways 2Go Standard Terms and Conditions, supplied separately, apply.

4.3 EV Charging Station Quotation

Provided separately



Village of River Forest
Village Administrator's Office

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

MEMORANDUM

Date: September 23, 2021

To: Catherine Adduci, Village President
Village Board of Trustees

From: Jonathan Pape, Assistant to the Village Administrator
Sara Phyfer, Management Analyst/Deputy Clerk

Subj: Communications Engagement – Contract Extension

Background:

The Village's Administration team is primarily responsible for generating all Village communications. This includes the Village's website, Facebook and Instagram channels, the weekly E-Newsletter, the monthly full community E-Newsletter that includes information from other taxing bodies, and any other printed communication, special, or emergency communication.

At the June 28, 2021 meeting, the Village Board of Trustees approved a three month engagement with Vicarious Communications for the months of July, August, and September 2021. During that time, Vicarious completed their scope of implementing a Nextdoor social media channel and launching a new-format monthly newsletter.

At this time, there remains a need for near term third-party assistance to maintain the Village's communications program given current staffing levels in the Administration Department. The scope for this extension will be to maintain the existing communications services and no new services are proposed to be implemented at this time.

The Village is in the process of finalizing a new hire for the position of Management Analyst Deputy Village clerk and anticipates a start date during the month of October 2021. This final month of the engagement is intended to ensure continuity of service and to help onboard the new employee.

Budget Impact:

To date, the Village has spent \$37,599 on the engagement with Vicarious. The additional funds requested are as follows:

Monthly retainer - October 2021: \$4,700 per month	\$4,700
Monthly newsletter layout: \$500 per month (October 2021)	\$500
Total	\$5,200
<i>If retainer for services is not renewed beyond October, there will be a \$1,500 per month recurring fee for graphic design/layout services for the updated monthly newsletter</i>	<i>\$1,500</i>

General Fund dollars that had been budgeted for the Assistant Village Administrator position will be utilized for this continued engagement.

Recommendation:

Motion to approve a contract with Vicarious Multimedia for a one-month engagement in the amount of \$5,200.

Attachments:

- Consulting Services Agreement (October 1, 2021 - October 31, 2021)



CONSULTING SERVICES AGREEMENT

UPDATED: September 21, 2021

This Consulting Services Agreement ("Agreement") is effective October 1, 2021 (the "Agreement"), between the Village of River Forest (VORF) with an address of 400 Park Avenue, River Forest, Illinois 60305 and Vicarious Productions, Inc., DBA Vicarious Multimedia, with an address at 247 N. Brockway Street, Palatine, Illinois 60067 ("Consultant").

WHEREAS, VORF wishes to engage Consultant for one additional month between October 1 and October 31, 2021 after initially engaging in a monthly service agreement beginning March 1, 2021 and ending September 30, 2021 after a previous three month extension, to provide strategic communication planning, development, marketing, public relations, graphic design and such other services (the "Services"), and Consultant agrees to such engagement by VORF.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree as follows:

1. **Term of Agreement:** This Agreement shall become effective as of the date hereof (the "Effective Date") and shall continue for an addition one month until October 31, 2021 or until terminated by either party in accordance with the terms of Section 6 of this Agreement (the "Term").

2. **Consultant's Obligations:** During the Term of this Agreement, Consultant will provide Services to VORF as mutually agreed upon by Consultant and VORF. The initial projects undertaken by Consultant are set forth more specifically on the Statement of Work, attached hereto as Exhibit A. In the event that the parties agree that the Services shall expand beyond those set forth on the Statement of Work attached hereto, additional Statements of Work shall be generated and signed by the parties to memorialize any agreed upon additional services. Each Statement of Work shall be subject to the terms and conditions set forth in this Agreement.

3. **VORF Obligations:**

(a) **Compensation.** VORF agrees to pay Consultant for Services rendered in connection with each project set forth in each applicable Statement of Work at the rate specified therein as well as agreed upon operating expenses. The fees shall be paid as follows for the Statement of Work, which is part of this document: a payment of \$5,200 is due on the first day of October to cover work completed during



the month of October.

(b) **Expenses**. In connection with the Services to be performed by Consultant hereunder, VORF will pay those approved and reasonable out of pocket expenses identified in a Statement of Work which are incurred by Consultant for the purposes of fulfilling Consultant's obligations under this Agreement. Consultant shall not be reimbursed for any out of pocket expenses unless otherwise approved in advance and in writing by VORF. Examples would include printing costs, marketing collateral fulfillment, delivery or shipping costs or other expenses related to responsibilities directed to be completed by VORF.

4. **Ownership**: All Deliverables generated pursuant to any Statement of Work under this Agreement shall be the property of VORF. All concepts, ideas, inventions, discoveries, improvements, designs, processes, production methods, technological innovations, methodologies, questionnaires, marketing and public relations ideas, presentations and/or improvements thereon, and all other property and materials whether or not patentable, whether complete or incomplete, whether acceptable to VORF or not, and regardless of the form they take, which, while Consultant is performing Services for VORF are conceived or reduced to practice by Consultant, alone and not with VORF, and which are related to the business of or which result from projects assigned to Consultant by VORF pursuant to this Agreement ("Consultant's Work"), and for the avoidance of doubt, all of Consultant's Work shall remain the sole property of Consultant. Other than the Deliverables, VORF shall not have nor acquire any proprietary or other rights whatsoever in Consultant's Work which was conceived by Consultant alone. Notwithstanding the forgoing, Consultant shall have the right to utilize the Deliverables for Consultant's marketing and business operation purposes, unless such Deliverables include the Confidential Information of VORF, in which case Consultant will not utilize such Deliverables outside the scope of this Agreement without the prior written consent of the VORF Village Manager.

5. **Representations and Warranties**. Consultant represents and warrants:

(a) Consultant is not bound by any non-compete agreement or other provision restricting its ability to provide the Services, and that Consultant is free to enter into this Agreement and to perform its obligations hereunder without objection from or claim of anyone;

(b) Consultant will comply with all applicable laws, statutes and regulations in connection with its performance hereunder;

(c) Consultant will not violate or infringe any proprietary rights of a third party in the course of performing the Services hereunder.



6. **Termination:** Other than the obligations of Sections 4, 7, 8, 9 and 10, either party may terminate this Agreement, at any time. If termination is decided by VORF, and so long as Consultant is not then in material breach of this Agreement, VORF shall pay any monthly fee that has become due prior to the date of termination.

7. **Independent Contractors:** It is understood and agreed that Consultant will, at all times, be acting as an independent contractor of VORF and will have no right, power or authority to bind VORF or to create any liability binding on VORF and is not entitled to receive unemployment or disability compensation or other employee benefits or compensation from VORF.

8. **Payment:** Payment shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)

9. **Confidential Information:** Consultant acknowledges that it may, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village Manager.

10. **Insurance:** Consultant shall maintain throughout the term of this Agreement professional liability insurance, evidencing at least the minimum liability insurance coverage of one million dollars.

11. **No Personal Liability:** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

12. **No Collusion:** 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. Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to VORF prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be



liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

13. **Sexual Harassment Policy:** Consultant certifies that it has a written sexual harassment policy and that it will keep such a policy in place during the term of this Agreement.

14. **Compliance with Laws and Grants:** Consultant agrees to work with VORF officials to help ensure that all services provided under this Agreement are in compliance with all applicable Federal, State, and Local laws and regulations.

15. **Default:** If the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) **Cure by Consultant.** The VORF may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

(b) **Termination of Agreement by VORF.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement, if terminated prior to the start of the next 30 day cycle of this agreement.

(c) **Withholding of Payment by Village.** The VORF may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

16. **No Additional Obligation:** The Parties acknowledge and agree that neither the consultant, nor the VORF are under any obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

17. **Village Manager Authority:** Notwithstanding any provision of this Agreement,



any negotiations or agreements with, or representations by the Consultant to vendors shall

be subject to the approval of the Village Manager. The Village shall not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the VORF, without the knowledge of and express approval by the Village Manager.

18. **Mutual Cooperation:** The VORF agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such confidential and non-confidential information that the VORF may have that may be relevant and helpful to the Consultant's performance of the Services. Consultant agrees to cooperate with VORF in the performance of the Services to complete the Work and with any other Consultants engaged by the VORF.

19. **News Releases:** The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the Village Manager or a designee. Nothing herein shall limit the Consultant's right to identify the VORF as a client of the Consultant or from disclosing matters arising from the relationship between the VORF and the Consultant that are subject to disclosure under the Illinois Freedom of Information Act, (5 ILCS 140, et seq).

20. **Amendment:** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

21. **Assignment:** This Agreement may not be assigned by the VORF or by the Consultant without the prior written consent of the other party.

22. **Binding Effect:** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

23. **Notice:** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the



earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. The provisions of this Section shall not control with respect to the manner of communications utilized by the Consultant in rendering the Services

Notices and communications to the VORF shall be addressed to, and delivered at, the following address:

Village of River Forest ("Village")
400 Park Avenue
River Forest, Illinois 60305
Attn: Village Manager, c/o Jonathan Pape
Email: jpape@vrf.us

Notices and communications to the Consultant shall be addressed to, and delivered at, the following office/mailling address:

Vicarious Productions, Inc. DBA Vicarious Multimedia
247 N. Brockway Street
Palatine, Illinois 60067
Attn: Melanie Santostefano, President
Email: melanie@vicariousmm.com
cc: shawn@vicariousmm.com

24. **Third Party Beneficiary:** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the Village.

25. **Provisions Severable:** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

26. **Time:** Time is of the essence in the performance of this Agreement.

27. **Governing Laws:** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois.



28. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all previous or contemporaneous oral or written agreements and negotiations between the VORF and Consultant.

29. **Waiver:** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

30. **Exhibit:** Exhibit A is attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

31. **Rights Cumulative:** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

32. **Calendar Days and Time:** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.

33. **No Waiver of Tort Immunity:** Nothing contained in this Agreement shall constitute a waiver by the VORF of any right, privilege or defense available to the VORF under statutory or common law, including, but not limited to, the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

34. **Counterpart Execution:** This Agreement 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.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates set forth below.

Village of River Forest (VORF)

Name: _____

Title: _____

Date: _____

Vicarious Productions, Inc. DBA Vicarious Multimedia (Consultant)

Name: _____

Title: _____

Date: _____

EXHIBIT A

STATEMENT OF WORK

The Services to be provided under this Statement of Work, dated effective October 1, 2021 and ending October 31, 2021 shall be governed by the Consulting Services Agreement (the "Agreement"), between **the Village of River Forest** and **Vicarious Productions, Inc. DBA Vicarious Multimedia** which shall be incorporated by reference herein in the event of any inconsistency between the terms of this Statement of Work and the Agreement, the term of the Agreement shall control.

Vicarious Multimedia (VM) will complete the following services and deliverables for the **Village of River Forest** organized through a monthly retainer that would be extended for one additional month for communications relative to the initial retainer period between March 1, 2021 and September 30, 2021 after a previous three month extension.

Weekly Content Meetings: Virtual and/or phone meetings between VM and Village Staff, in addition to VM and the Village President, to develop content for weekly/monthly E-newsletters.

Weekly E-newsletter(s): Created in the early part of the week (on a weekly basis) and as needed by VM staff. The normal weekly Enewsletter sent out on Thursdays (unless otherwise directed by Village Staff) through the Village's Blackboard Connect account. The contract allows for up to one additional Enewsletter to be created Monday – Friday from 8 a.m. – 5 p.m. per week (normal business hours), and one (1) additional Enewsletter after hours, or on the weekends. (maximum of three (3) total Enewsletters per week)

Weekly E-newsletters through Constant Contact and monthly newsletter (8-page) edited and graphic design: Created throughout the month by VM, with additional content provided by local taxing bodies and provided to VM and published once monthly in the new template. The final edition VM would complete is for November 2021.

Other Communications: Press releases, robocalls and other communications, including (but not limited to) letters or postcards, designed to reach residents, businesses, the news media, and others, on an as-needed basis.

Website Management: Updates for the 'In the News' section.

Social Media Management: Approximately five (5) social media posts per week on each of the Village's three channels; Facebook, Nextdoor and Instagram.

Graphic Design: As needed to accompany written or digital communications.

Public Relations/Crisis Communications: Up to five (5) hours per month included in the retainer proposal. Additional hours to be billed at retainer client pricing of \$150 per hour.

Monthly Retainer

\$5,200/month

Additional services available on an ala carte basis: Work related to creation of Enewsletters above and beyond the maximum of three (3) per week as described in the Statement of Work, would be billed at a rate of \$90/hour. Video production services are available on a per-project basis. Crisis Communications, in addition to the five (5) hours including in the retainer agreement, would be billed at \$150/hour.



Village of River Forest

Village Administrator's Office

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

MEMORANDUM

Date: September 21, 2021

To: Catherine Adduci, President Adduci
Village Board of Trustees

From: Lisa Scheiner, Acting Village Administrator

Subj: Authorization to Extend Contract with GovHR for Temporary Employment Services

Issue & Analysis: The Village periodically uses temporary employees when staff vacancies occur. Within the Village Administrator's spending authority, a temporary employee, Stephana Przybylski, has been hired through GovTempsUSA. Ms. Przybylski recently retired as a Human Resources Director from the Village of Orland Park and has been performing complex human resources work on a temporary part time basis previously assigned to the Assistant Village Administrator position.

As of the week of October 11, 2021, the Acting Village Administrator's spending authority for this contract will be exhausted and temporary services are still needed. Staff is highly satisfied with Ms. Przybylski's performance and would prefer to retain her rather than attempt to engage another temporary employee under a new contract within the Village Administrator's spending authority. There is a limited supply of available temporary workers with this level of municipal human resources experience and retaining Ms. Przybylski will preserve continuity for the organization.

Staff requests Board authorization to extend the contract through the end of November on a not to exceed basis of \$15,561. If projects are concluded prior to that date or there is no longer a need for those temporary services, the contract can be terminated early.

Requested Board Action: Authorize staff to extend the contract with GovTempsUSA for temporary employment services at a cost not to exceed \$15,561.

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by **GOVTEMPSUSA, LLC**, an Illinois limited liability company ("GovTemps"), and the **VILLAGE OF RIVER FOREST** (the "Municipality"). GovTemps and the Municipality can be individually identified as a ("Party") and collectively as the ("Parties"). GovTemps and the Municipality agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Worksite Employee. The Municipality will lease certain employees of GovTemps, and GovTemps will lease to the Municipality, the personnel identified in attached Exhibit A, (the "Worksite Employee"). **Exhibit A** identifies the employment position and/or assignment (the "Assignment") the Worksite Employee will fill at the Municipality, and it further identifies the base compensation for each Worksite Employee, as of the effective date of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemps and the Municipality. GovTemps has the sole authority to assign and/or remove the Worksite Employee, provided however, that the Municipality may request, in writing, that GovTemps remove or reassign the Worksite Employee. Any such request will not be unreasonably withheld by GovTemps. The Parties understand and acknowledge that the Worksite Employee is subject to the Municipality's day-to-day supervision.

Section 1.02. Independent Contractor. GovTemps is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Municipality. GovTemps has no authority to bind the Municipality to any commitment, contract, agreement or other obligation without the Municipality's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMPS AND MUNICIPALITY

Section 2.01. Payment of Wages. GovTemps will timely pay the wages and related payroll taxes of the Worksite Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemps' standard payroll practices. GovTemps will withhold from such wages all applicable taxes and other deductions elected by the Worksite Employee. The Municipality acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Municipality agrees to cooperate with any such financial entity to ensure timely payment of (i) wages and related payroll taxes pursuant to this Section 2.01, and (ii) Fees pursuant to Section 3.

Section 2.02. Workers' Compensation. To the extent required by applicable law, GovTemps will maintain in effect workers' compensation coverage covering any Worksite Employee under this Agreement.

Section 2.03. Employee Benefits. GovTemps will provide to Worksite Employee those employee benefits identified in the attached **Exhibit B**. GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Worksite Employee will be included in Fees payable to GovTemps under Section 3.1 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. GovTemps shall maintain complete records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Worksite Employee(s). GovTemps will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of GovTemps. GovTemps will comply with any federal, state and local law applicable to its Worksite Employee(s). GovTemps will comply with the requirements of the federal Patient Protection and Affordable Care Act (ACA).

Section 2.06. Direction and Control. The Parties agree and acknowledge that the Municipality has the right of direction and control over the Worksite Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.1. The Worksite Employee(s) will be supervised, directly and indirectly, and exclusively by the Municipality's supervisory and managerial employees.

Section 2.07. Obligations of the Municipality. Pursuant to this Agreement the Municipality covenants, agrees and acknowledges:

(a) The Municipality will provide the Worksite Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Worksite Employee and the Worksite Employee's workplace. The Municipality agrees to comply, at its expense, with all health and safety directives from GovTemps' internal and external loss control specialists, GovTemps' workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Municipality will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemps' workers' compensation carrier. GovTemps and/or its insurance carriers have the right to inspect the Municipality's premises to ensure that the Worksite Employee is not exposed to an unsafe work place. GovTemps' rights under this paragraph do not diminish or alter the Municipality's obligations to the Worksite Employee under applicable law, or its obligations to GovTemps under this Agreement;

(b) With respect to the Worksite Employees, the Municipality will comply with all applicable employment-related laws and regulations, including and, without limitation, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act

of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Illinois State Constitution, the Illinois Human Rights Act, and any other federal, state or local law, statute, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of employees;

(c) The Municipality retains the right to exert sufficient direction and control over the Worksite Employee as is necessary to conduct the Municipality's business and operations, without which, the Municipality would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements;

(d) The Municipality cannot remove or reassign the Worksite Employee unless mutually agreed to in writing by GovTemps and the Municipality in accordance with Section 1.1 of this Agreement. Municipality will confer with GovTemps regarding any concern or complaint regarding a Worksite Employee's performance or conduct under this Agreement;

(e) The Municipality will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Worksite Employee. Municipality represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining agreement;

(f) The Municipality must report to GovTemps any injury to any Worksite Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If a Worksite Employee is injured in the course of performing services for the Municipality, the Municipality and GovTemps will follow the procedures and practices regarding injury claims and reporting; and

(g) The Municipality must report all on the job illnesses, accidents and injuries of the Worksite Employee to GovTemps within twenty-four (24) hours following notification of said injury by employee or employee's representative.

SECTION 3 FEES PAYABLE TO GOVTEMPS

Section 3.01. Fees. The Municipality will pay GovTemps fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits GovTemps paid to the Worksite Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable GovTemps pension and welfare benefit plan or federal, state or local laws covering the Worksite Employee.

Section 3.02. Increase in Fees. GovTemps may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes, when they become effective. GovTemps may also adjust employer benefit contribution amounts by providing the Municipality with a written thirty (30) day notice, provided, such changes in employer benefit contribution amounts apply broadly to all GovTemps employees.

Section 3.03. Payment Method. Every two (2) weeks during the term of this Agreement, GovTemps will invoice in writing the Municipality for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Municipality must pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, GovTemps may, upon written notice to Municipality, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance. The Municipality must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Municipality may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Municipality agrees to fully discuss the SIR's parameters with GovTemps and its relationship to the Policies. At a minimum, the Policies must insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

Section 4.02. Certificate of Insurance. Upon request, the Municipality will promptly issue to GovTemps one or more Certificates of Insurance, verifying the Municipality's compliance with the provisions of Section 4.01.

Section 4.03. Automobile Liability Insurance. If the Worksite Employee drives a Municipal or personal vehicle for any reason in connection with their Assignment, the Municipality must maintain in effect automobile liability insurance which insuring the Worksite Employee, GovTemps and the Municipality against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by GovTemps on the signature page (the "Effective

Date”). The period during which the Worksite Employee works at the Municipality is defined as the (“Term”). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the (“Termination Date”).

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Municipality fails to timely pay the fees required under this Agreement, GovTemps may give the Municipality notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemps has the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination of Agreement to execute Temp-to Hire Option. At the end of the Term, the Municipality may hire the Worksite Employee as a permanent employee. If this option is exercised by the Municipality, the Municipality must pay two (2) weeks of the Worksite Employee’s gross salary to GovTemps no later than thirty (30) days after the date the Worksite Employee begins permanent employment at the Municipality.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Municipality acknowledges GovTemps’ legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Municipality agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Municipality will not solicit, request, entice or induce Worksite Employee to terminate their employment with GovTemps, and the Municipality will not hire Worksite Employee as an employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Municipality, then this Section 6.01 will not apply.

Section 6.02. Injunctive Relief. The Municipality recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Municipality understands and agrees that GovTemps is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.1 of this Agreement. The Municipality also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which GovTemps can recover.

Section 6.03. Survival. The provisions of Section 6 survive the expiration or termination of this Agreement.

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by GovTemps. GovTemps agrees to indemnify, defend and hold the Municipality and its related entities or their agents, representatives or employees (the "Municipality Parties") harmless from and against all claims, liabilities, damages, attorney's fees, costs and expenses ("Losses") (a) arising out of GovTemps' breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemps and its related business entities, their agents, representatives, and employees (the "GovTemps Parties"), taken or not taken with respect to the Worksite Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemps or any of the GovTemps Parties.

Section 7.02. Indemnification by the Municipality. The Municipality agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses (a) arising out of the Municipality's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, and (c) arising from any act or omission on the part of the Municipality or any of the Municipality Parties.

Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto; provided however that, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party demonstrates to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) takes steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Worksite Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of Section 7 survive the expiration or termination of this Agreement.

SECTION 8 MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees as set forth in Section 3.

Section 8.02. Binding Effect. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding GovTemps; placement of the Worksite Employee with the Municipality, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.05. Further Assurances. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

Section 8.06. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

Section 8.07. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8.08. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.09. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.10. Confidentiality. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.12. Force Majeure. GovTemps will not be responsible for failure or delay in assigning its Worksite Employee to Municipality if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of GovTemps.

SECTION 9 DISPUTE RESOLUTION

Section 9.01. Good Faith Attempt to Settle. The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.

Section 9.02. Governing Law/Jurisdiction. If a dispute cannot be settled through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a federal or state court sitting in Cook County, Illinois. Venue and jurisdiction for any action under this Agreement is Cook County, Illinois. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Illinois.

Section 9.03. Attorneys' Fees. The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorneys' fees and costs incurred by that Party.

SECTION 10 NOTICES

Section 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to GovTemps:

GOVTEMPSUSA, LLC
630 Dundee Road Suite 130
Northbrook, Illinois 60062
Attention: Michael J. Earl
Telephone: 224-261-8366
E-Mail: mearl@govhrusa.com


If to the Municipality:

VILLAGE OF RIVER FOREST
400 Park Avenue
River Forest, Illinois 60305
Attention: Lisa Scheiner
Telephone: 708-714-3554
E-Mail: lscheiner@vrf.us

[Signatures on following page]


IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by GovTemps.

GOVTEMPSUSA, LLC,
an Illinois limited liability company

By 
Name: Joellen J. Cademartori
Title: President and Co-Owner

Effective Date: August 9, 2021

MUNICIPALITY

By 
Name: LISA SCHEINER
Title: ACTING VILLAGE ADMINISTRATOR

WORKSITE EMPLOYEE: Stephana Przybylski

POSITION/ASSIGNMENT: HR Project Manager

TERM OF POSITION: August 9, 2021 – October 4, 2021

Unless either party provides two weeks advance written notice to terminate the agreement, it will automatically be extended every two weeks up to December 3, 2021.

BASE COMPENSATION: \$91/hour. Worksite Employee is paid only for hours worked.

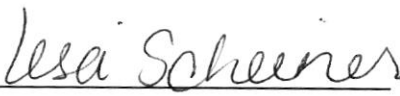
Work hours per week will vary but are anticipated to average between 20-24 hours/week. Hours worked shall be communicated via email to payroll@govtempsusa.com by the close of business on the Monday after the prior work week. The Municipality will be invoiced every other week and payment may be remitted via check or ACH.

GOVTEMPS

By: 

Date: July 29, 2021

MUNICIPALITY:

By: 

Date: 8/3/21

This Exhibit A fully replaces all Exhibits A dated prior to the date of the Company's signature above.

EXHIBIT B
Summary of Benefits

Does Not Apply



MEMORANDUM

Date: September 27, 2021

To: Catherine Adduci, Village President
Village Board of Trustees

From: Lisa Scheiner, Acting Village Administrator

Subj: Village Administrator's Report

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

Wednesday, September 29	6:15 PM	Local Ethics Commission Meeting
Monday, October 4	7:00 PM	Diversity, Equity and Inclusion Advisory Group Meeting
Thursday, October 7	7:30 PM	Development Review Board Meeting – Cancelled
Friday, October 8	7:30 AM	Economic Development Commission Meeting
Monday, October 11	7:00 PM	Village Board of Trustees Meeting

Recent Payments of >\$10,000

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

Vendor	Amount	Description
Christopher B. Burke Engineering Ltd	\$11,234	Engineering consulting services
Suburban General Construction Inc	\$11,875	Fire hydrant replacement
B&F Construction Code Services	\$10,311	Inspections and plan reviews
BKD, LLP	\$19,200	Auditing consulting services
V3 Companies, Ltd	\$13,051	2021 Green Alley project

New Business Licenses:

None.

Thank you.



MEMORANDUM

DATE: September 27, 2021

TO: Lisa Scheiner, Acting Village Administrator

FROM: Jeff Loster, Village Engineer

SUBJECT: Sewer Lateral Policy

Issue: Per section 5-12-10 of the municipal ordinance, the responsibility to maintain a sewer lateral in good working condition from the building to the sewer main currently falls to the property owner.

Analysis: Each year the Public Works and Development Services Operations Department completes sewer televising and cleaning through a portion of the Village. These videos are then reviewed by Engineering Staff to determine which of the Village's sewer mains require lining and/or point repairs. While the televising equipment used for this work is travelling within (and focused on) the sewer main, the connections with incoming "laterals" or "services" can also be seen, in a limited capacity. While most connections are in adequate condition, there were two laterals on the 1400 block of Monroe Avenue that were noted to be in very poor condition earlier this summer. These connections also aligned with a depression in the pavement that had begun to form. The impacted property owners were notified of the issue by Operations Staff so that appropriate measures could be taken. Several residents subsequently attended a Village Board Meeting to discuss the Village's policy regarding sewer lateral repair responsibility and the Board has requested that Staff conduct research on the Village's current policy and to provide a recommendation accordingly.

Staff reached out to 19 municipalities regarding their corresponding policies, with 13 responding.

Municipality	Ownership Policy	Repair Responsibility	Occurrences per year
Bensenville	Village ownership within ROW	Work contracted out by the municipality. All restoration completed in-house by staff.	5-10
Brookfield	Property Owner, up to main	Property Owner responsible for all repairs	25
Downers Grove	Property Owner up to main	Property Owner responsible, however, the Sanitary District bids out the work every 5 years.	
Elmhurst	Property Owner up to main	City Provides a one-time reimbursement of 50% for private lateral replacement in the ROW (not to exceed \$2,000). Homeowners to contract with a contractor of their choice for repairs.	3-10
Elmwood Park	Village ownership from curb to main	Work contracted out by the municipality. All restoration completed in-house by staff.	Unknown

Forest Park	Village ownership from curb to main	All repair and restoration work contracted out by the municipality.	12-24
Glen Ellyn	Property Owner up to main	Village has a 50/50 cost share policy. When reconstructing streets, all water/sanitary services are replaced up to bbox/parkway (which negates the cost share program).	5-10
Glencoe	Property Owner up to main	Property Owner responsible for all repairs and restoration	
Oak Park	Village ownership from curb to main	Staff completes work in-house.	10
Riverside	Property Owner up to main	Property Owner responsible for all repairs and restoration	
West Chicago	City ownership within ROW	All repairs under less than 14' deep are completed in-house by staff. Anything deeper is contracted out by the City. All restoration work is completed in-house by staff.	
Western Springs	Property Owner up to main	Property Owner responsible for all repairs and restoration	40
Wood Dale	Property Owner up to main	Property Owner responsible for all repairs and restoration	

Of the 13 communities that provided a response:

- Eight communities have a policy similar to that of River Forest's current policy. Of these eight, three communities offer some form of shared-bidding or cost-sharing for repairs within the right of way.
- Three communities take ownership of sewer lateral repairs that are within the roadway. Of these three, one community completes repairs with in-house staff and the other two contract it out.
- Two communities take ownership of sewer lateral repairs within the entire right-of-way. Some of these repairs are completed by in-house staff and others are contracted out by the municipality.

To provide additional context, the Village has approximately 3,000 sewer laterals in total. The approximate cost to complete a typical repair (within the roadway) is around \$10,000 to \$15,000. While the number of sewer lateral repairs has been generally low over the past few years (1-2 per year) it can be expected to increase if the Village's ownership responsibilities are increased, as suggested by the table above.

It is Staff's recommendation that the Village's sewer lateral repair policy be modified to offer a reimbursement that would allow for residents to recoup some portion of repair costs for repairs

located within the roadway. Ownership and maintenance responsibilities would remain the same, however, this would serve as a reimbursement-based subsidy program similar to the Lead Service Line Replacement Program and the Sewer Backflow Prevention Program. Program details would include the following:

- Ongoing maintenance (root clearing, debris removal, etc.) would be the responsibility of the property owner from the building to the sewer main.
- Only structural damage (pipe collapse, separation of connection at the main, etc.) under the roadway would qualify for reimbursement.
- The location of the damage is to be determined by a plumber/contractor hired by the property owner (and verified by Village Staff) – the cost of which could be reimbursable based on the program's maximum reimbursement criteria.
- Reimbursement would be in the amount of 50% of the repair cost, with a maximum reimbursement set at \$7,500 per property owner.
- The property owner would be responsible for hiring a licensed contractor and would need to apply for a permit through the Village's online permit portal.
- Work would need to be warrantied for a minimum of three years.
- All applicants and payments would be continually tracked to monitor program participation on an ongoing basis.

It should also be noted that utility line insurance coverage may be available as a "rider" through a homeowner's insurance policy. There are also third party insurance products available (independent of a homeowner's insurance policy) that can offer coverage for out-of-pocket costs associated with sewer line repairs.

Recommendation: Consider a motion to approve the creation of a Sewer Lateral Repair Subsidy Program available to Village property owners.

Attachments: Exhibit - Typical Sewer Lateral

