



VILLAGE OF RIVER FOREST REGULAR VILLAGE BOARD MEETING

Monday, May 22, 2017 – 7:00 PM
Village Hall – 400 Park Avenue – River Forest, IL 60305
Community Room

AGENDA

1. Call to Order/ Roll Call
2. Pledge of Allegiance
3. Citizen Comments
4. Elected Official Comments and Announcements
5. Consent Agenda
 - a. Regular Village Board Meeting Minutes – May 8, 2017
 - b. Village Attorney Invoice – April 2017 - \$14,759.76
 - c. Waive Formal Bidding and Award Contract to Ferguson Industries, Inc. for \$49,990.24 for the Purchase and Installation of the Second Floor Windows at the Village's Water Pumping Station
 - d. Waive Formal Bidding and Ratify Contract Proposal After-the-Fact for Emergency Water Repairs to Suburban General Construction, Inc. for \$28,985
 - e. Approve Supplemental IDOT Resolution of \$100,000 for use of Motor Fuel Tax for the Design of the Chicago Avenue Resurfacing Project
 - f. Village Administrator's Report
6. Board, Committee and Commission Reports
 - a. Standing Village Board Committee Assignments
 - i. Finance & Administration Committee – Trustees Corsini, Chair, Conti, Vazquez
 - ii. Village Services & Development Committee– Trustees Gibbs, Chair, Cargie, Henek
 - iii. CERT Representative – Trustee Gibbs
 - iv. Sub Committee on Collaboration Committee – Trustee Cargie
 - v. Sustainability Commission Trustee designee – Trustee Cargie
7. Unfinished Business
 - a. Approving and Authorizing the Execution of a Right-of-Way License and Fiber Optic Cable Agreement between the Village of River Forest and WideOpenWest Illinois, LLC - Resolution
8. New Business
 - a. Amend Title 8 of the Village Code – Increase of one Class 4 Liquor Licenses (5 Total) for Fresh Thyme Farmers Market – Ordinance
 - b. Adoption of Village Board Policies for Communication and Village Attorney Contact
 - c. OPRF Community Foundation Leadership Lab
9. Executive Session
10. Adjournment

**VILLAGE OF RIVER FOREST
REGULAR MEETING OF THE BOARD OF TRUSTEES MINUTES
May 8, 2017**

A regular meeting of the Village of River Forest Board of Trustees was held on Monday, May 8, 2017 at 7:00 p.m. in the Community Room of Village Hall, 400 Park Avenue, River Forest, IL.

1. CALL TO ORDER/ROLL CALL

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

Present: President Adduci, Trustees Cargie, Colwell-Steinke, Conti, Corsini, Dwyer, and Gibbs

Absent: None

Also Present: Village Clerk Sharon Halperin, Village Administrator Eric Palm, Assistant Village Administrator Lisa Scheiner, Management Analyst Jon Pape, Police Chief Greg Weiss, Deputy Police Chief James O'Shea, Police Commander Daniel Dhooche, Fire Chief Jim Eggert, Assistant Finance Director Cheryl Scott, Public Works Director John Anderson, Village Attorney Greg Smith

2. PLEDGE OF ALLEGIANCE

President Adduci led the pledge of allegiance.

3. CITIZENS COMMENTS

4. ELECTED OFFICIALS COMMENTS AND ANNOUNCEMENTS

Trustee Gibbs stated that public service is rewarding and thanked the outgoing board members for their comradery, dedication and service to community.

Trustee Dwyer stated he has enjoyed his time on the Board and has learned a great deal. He asked for thoughts and prayers for the Connolly family.

Trustee Conti echoed Trustee Dwyer's concern for the Connolly family and echoed Trustee Gibbs comments regarding the outgoing board members. She added that over the last four years the board members have been terrific and the outgoing members have contributed mightily. She described the unique contributions of each and wished them luck in the future.

Trustee Cargie echoed Trustee Conti's and Trustee Gibbs' comments about outgoing board members. He encouraged them to continue to serve the Village in some other capacity. He thanked the Village for re-electing him to the Board. He also requested prayers for the Connolly family.

Trustee Corsini added that everyone in attendance is holding the Connolly family in their hearts and hoping for good news. She reminded everyone about Celebrating Seniors week which runs from May 18th through the 25th. She noted that the Fire Department was represented at the 37th Annual 100 Club Valor Awards Ceremony and Reception which celebrates the contributions of

police officers and firefighters. Trustee Corsini reported that the Board received a letter thanking the Village for opting out of the Cook County wage and sick leave provisions. She congratulated Ellie Bourgikos, an Oak Park River Forest High School (OPRF) student, for placing first in the national 3P's Speech Invitational for Informative Speaking. The events Trustee Corsini discussed included the Citizens Corp TripComm exercise, Thrive event, and the recent house walk event of which she attended all but the house walk. She thanked fellow Board members for serving and said she enjoyed working with them.

President Adduci said she echoes previous trustee comments regarding the Connelly family and added that thoughts and prayers are with them and for a safe return for Madeline. She wished all the moms a Happy Mother's Day.

5. CONSENT AGENDA

- a. Regular Village Board Meeting Minutes – April 24, 2017
- b. Executive Session Meeting Minutes – April 24, 2017
- c. Committee of the Whole Meeting Minutes – November 21, 2016
- d. Approve the Release of Executive Session Minutes – January 14, 2013, May 28, 2013, August 19, 2013, April 15, 2014, April 28, 2014, May 12, 2014, April 27, 2015 and Approve the Destruction of All Executive Session Tape Recordings dated December 29, 2014 or earlier for which Executive Session Minutes have been approved.
- e. Award of Bid and Contract – 2017 Water Main Improvements to Unique Plumbing for \$366,328
- f. Waive Formal Bid Process and Award of Contract for the 2017 Pavement Preservation Program to Denler, Inc. for \$33,600
- g. Village Attorney Invoice – March 2017 - \$12,123.53
- h. Monthly Department Reports
- i. Monthly Performance Measurement Report
- j. Village Administrator's Report

Trustee Gibbs made a motion, seconded by Trustee Colwell-Steinke, to approve the Consent Agenda.

Roll call:

Ayes: Trustees Cargie, Colwell-Steinke, Gibbs, Corsini, Dwyer, and Conti

Absent: None

Nays: None

Motion Passes.

6. BOARD, COMMITTEE AND COMMISSION REPORTS

- a. Collaboration Committee – Approval of Consulting Agreement with Jasculca Terman for Village-wide Resident Survey

Trustee Cargie made a motion, seconded by Trustee Colwell-Steinke, to authorize the Village Staff to execute the contract with Jasculca Terman on behalf of the Collaboration Committee.

Jon Pape, Management Analyst, reviewed the recommendation of the Collaboration Committee to conduct a survey that would identify what should be communicated and how that information should be communicated.

Trustee Cargie stated that the goal is to try to figure out the highlights for each organization. He said that initially the Committee thought this would be an adjunct to the community calendar. He stated that the question the Committee has is how to identify the information that matters to their target audience.

President Adduci indicated that the audiences identified with the survey are people that the Village wants to communicate with.

In response to a comment from Trustee Cargie, Management Analyst Pape stated that the commonality is that all agencies are trying to reach the cross-over, non-traditional audience so it makes sense to use one common survey.

In response to a question from Trustee Corsini, Management Analyst Pape stated that the target audience is River Forest residents. Trustee Cargie added that the reason he asked President Adduci to put this on the agenda was not only so that the Village Board can approve the contract but so that they would also endorse the goal.

In response to a question from Trustee Gibbs, Management Analyst Pape stated that in regard to the OPRF high school communications audience, the survey would target only River Forest residents. There was a brief discussion regarding the differences between the previous survey and the proposed survey. Management Analyst Pape pointed out that the previous survey was directed toward social media engagement while this survey attempts to seek information about different topics and to capture a wider audience.

Roll call:

Ayes: Trustees Cargie, Colwell-Steinke, Gibbs, Corsini, Dwyer, and Conti

Absent: None

Nays: None

Motion Passes.

7. UNFINISHED BUSINESS

8. NEW BUSINESS

9. COMMENTS TO AND FROM OUTGOING ELECTED OFFICIALS, VILLAGE CLERK SHARON HALPERIN, VILLAGE TRUSTEE THOMAS DWYER AND VILLAGE TRUSTEE ROMA COLWELL-STEINKE

Village Clerk Halperin said she is honored to have worked with the Board and thanked them for their insights. She thanked the Village staff for their dedication and collaboration which makes the Village a great place to live. She thanked her family for their support. She said it has been a great experience.

Trustee Dwyer stated that he reiterates Village Clerk Halperin's comments. He said this has been a great experience and he appreciated working with staff and elected officials.

Trustee Colwell-Steinke stated she served as Village Clerk for four years and then four years on the Village Board as a trustee. She shared her thoughts on the vision and leadership of Presidents Rigas and Adduci. She discussed the difficulty of voting on issues where there were strong opinions on both sides and the importance of hearing the viewpoints of others. She thanked staff, elected officials, and village attorneys for their unique talents and expertise. She encouraged others to raise their hands to volunteer and ask questions because she has found it has resulted in powerful life experiences.

President Adduci recognized Clerk Halperin, Trustee Dwyer and Trustee Colwell-Steinke and presented each of them with a plaque in honor of their service.

10. ADJOURNMENT *SINE DIE*

Trustee Corsini made a motion seconded by Trustee Dwyer, to adjourn sine die the regular Village Board of Trustees Meeting at 7:35 p.m.

Roll call:

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

Motion Passes.

11. SWEARING IN OF NEWLY ELECTED OFFICIALS

- a. Village Clerk Kathleen Brand-White
- b. Village President Catherine Adduci
- c. Village Trustee Thomas Cargie
- d. Village Trustee Patricia Henek
- e. Village Trustee Respicio Vazquez

Village Clerk Halperin administered the oath of office to Clerk-elect Kathleen Brand-White.

Village Clerk Brand-White administered the oath office to Trustee-elect Thomas Cargie, Trustee-elect Patricia Henek, Trustee-elect Respicio Vazquez, and Village President Catherine Adduci.

12. STATE OF THE VILLAGE ADDRESS FROM VILLAGE PRESIDENT CATHERINE ADDUCI

President Adduci delivered her third annual State of the Village address. She discussed the conscious investments the Village has made in time, manpower, and funds to ensure it delivers the services in the most efficient means possible to the residents, businesses, and institutions of River Forest. She noted that the Village passed a balanced budget for the seventh consecutive year. She stated that the vision of the Board of Trustees and her remains unchanged.

President Adduci discussed the Village's priorities. She stated the Village will continue to improve roads, sewers, lighting, and to keep roads clear. In the area of law enforcement, she said

the Village will continue to train first responders, maximize the use of technology, upgrade and expand the street camera system, and step up community education. She reported that the Fire Department will take delivery of a new fire engine. President Adduci stated the Village will continue to practice a reasoned approach to its pension obligations. She indicated the difficulties the Village faces with the budget stalemate in Springfield. She maintained that economic development will remain a top priority. She discussed projects underway and those planned for the immediate future.

President Adduci discussed the importance of transparency. She reported on steps taken to expand the Village's outreach which include a Facebook page that was launched in the spring and a new website which will be launched this summer. She discussed the new Sustainability Commission's role and reported that the Historic Preservation Commission is working on a series of initiatives to continue conserving the Village's extraordinary streetscape. She indicated that the Village will be updating its comprehensive plan which has not been updated since 2003. President Adduci acknowledged the trustees and staff who work on behalf of the Village.

Looking ahead, President Adduci stated Village officials need to assess how River Forest Village Government can focus more on improving quality of life for residents and indicated that the quality of life in the Village will strengthen property values and help stabilize property taxes. She asked public safety management to meet with the Board to discuss the challenges and opportunities that exist in helping at-risk residents. President Adduci called on the residents of River Forest to become and remain engaged in the community. She stressed the importance of hearing from the community and working together to realize the Village motto: Proud Heritage, Bright Future.

13. REMARKS

Trustee Henek stated she excited to be at the table and discussed her involvement in the community. She said she is looking forward to working with the Board to improve as much as they can in the Village.

Clerk Brand-White thanked everyone for supporting her. She said she is looking forward to learning and contributing in whatever way she can.

Trustee Vazquez stated he is also excited about the opportunity to work with the Board, the community, and Village administration and staff. He thanked the outgoing board members for their service to the community.

President Adduci expressed her gratitude to the community for re-electing her as Village President. She said it is an honor to lead the Village. She stated that the Board makes her job easier, and she expressed her appreciation to the trustees.

Kathleen Brand-White, Village Clerk

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606

5/12/2017

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

TO: KLEIN, THORPE AND JENKINS, LTD. for legal services rendered
and expenses advanced, per the attached computer print-outs,
through 4/30/2017

MATTER ID	MATTER	STATEMENT NUMBER	STATEMENT AMOUNT
1248-031	TIF Issues (2008)	188989	100.00
1248-037	Local Prosecution	188990	1,005.20
1248-040	Finance/Administration Advisory	188991	5,176.56
1248-041	Public Works Advisory	188992	271.40
1248-042	Police Advisory	188993	40.00
1248-043	Fire Advisory	188994	60.00
1248-079	M. Thornley Police Officer Pension Matter	188995	840.00
1248-080	C. Pate Police Officer Pension Matter	188996	380.00
1248-087	516 Park Avenue Litigation	188997	6,886.60

Total Due This Statement: \$ 14,759.76

Current A/R: \$ 14,759.76

All Other A/R less than 30 Days: \$ 12,123.53

Total A/R Over 30 Days: \$ 0.00

Total A/R Over 60 Days: \$ 0.00

Total A/R Over 90 Days: \$ 0.00

Total A/R Balance: \$ 26,883.29



MEMORANDUM

DATE: May 22, 2017

TO: Eric Palm, Village Administrator

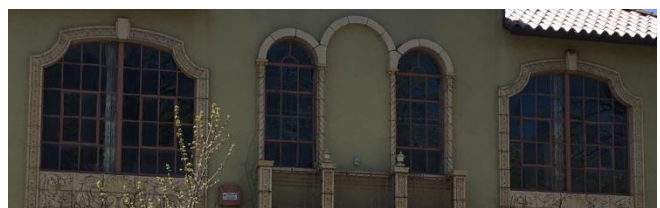
FROM: John Anderson, Director of Public Works

SUBJECT: Pumping Station 2nd Floor Windows Replacement

Issue: The Pumping Station, located at 7525 Berkshire Street, is the facility that houses all pumps, piping, valves, and auxiliary equipment (including the SCADA controls) that are all central and critical to the operation of the Village's water distribution system. One of the items identified as a part of a facility conditions assessment performed in 2013 was the replacement of the 2nd floor windows of the Pumping Station. This item was incorporated into the Capital Improvement Program for FY2018.

Analysis: The second floor windows of the pumping station are in poor condition and are deteriorating rapidly. These are custom windows which will match the Marvin windows installed on the first floor in 2013. These windows were scheduled for replacement last fiscal year, however only one company provided certainty that they could replace the windows without altering walls and structural elements of the building. After contacting several additional companies for quotes (including Revisions Window and Door Replacement, Inc. and Next Door and Window, Inc.) Ferguson Industries, Inc. remained the only company who assured replacement without any added cost of reconfiguring walls or adjacent beams. Because we were only interested in window replacement without any alterations to walls or adjacent beams we did not receive quotes from another vendor who could provide direct window replacement only.

Recommendation: Approve a motion to waive competitive bidding and award a contract to Ferguson Industries, Inc. in the amount of \$49,990.24 for the purchase and installation of the 2nd floor windows at the Pumping Station.



FERGUSON INDUSTRIES, INC.



Showroom Location

16065 S. LaGrange Road

Orland Park, IL 60467

Phone: (708) 349-0405

Fax: (708) 349-0374

Email: grf627@aol.com

www.fergusonwindowsanddoors-chicagoland.com

October 13, 2016

Water Pumping Station (Mark Janopoulos)

7525 Berkshire

River Forest, IL 60305

PROPOSAL

(708) 366-8500 ext. 358

mjanop@river-forest.us

(708) 366-9069 (Fax)

Ferguson Industries proposes to Furnish and Install the following Marvin Clad Ultimate Series windows at the above address:

<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>
1	A	50 x 74 Picture window 4 over 4 Simulated Divided Lite
2	B	37 x 38 Springline Picture Window 3 over 2 Simulated Divided Lite
2	C	38 x 79 Picture Window with Half Round Above 3 over 4 Simulated Divided Lite in Picture Window Hub Simulated Divided Lite in Half Round
1	D	103 x 92 Twin Archtop Picture Window 4 over 5 Simulated Divided Lite in each unit
2	E	103 x 90-1/2 Twin Archtop <u>Custom Style Unit</u> (Corner Circle Cut out) 4 over 5 Simulated Divided Lite in each unit

All product is Marvin Clad Ultimate Series with Wineberry Clad Exterior, Prefinished White Interior, and Low E2 Argon Gas Filled Insultaed Glass Units.

Price of Marvin Product purchased through the Door and Window Super Store - Includes Sales Tax	\$	48,112.80
Less Distributor Discount	-20.0%	\$ (9,622.56)
TOTAL	\$	38,490.24
Labor and Material to install products	\$	11,500.00
Unit A at 700.00 Each		
Unit B at 800 Each		
Unit C at 1,200.00 Each		
Unit D at 1,500.00 Each		
Unit E at 1,900.00 Each		
Scaffolding at 1,500.00		
GRAND TOTAL	\$	49,990.24

CONTINUED

SEND ALL REMITTANCE TO:

16762 Steeplechase Parkway • Orland Park, IL 60467

Phone: (708) 478-6000

Allow eight to twelve weeks to receive product from Marvin after our receipt of a signed copy of this proposal and a deposit.

Our standard payment terms are the full amount of the windows is due with a signed copy of this Proposal and the labor total is due upon completion of the work. In addition to our standard payment terms we offer a 2% pre-payment discount if you pay the grand total in full by check at the time of ordering.

Ferguson Industries caulks and Insulates all windows appropriately, and hauls away all derbis.

This price does not include replacing hidden rotted wood. If rotted wood is found when the original window is removed, the installer will show you the rotten wood and there will be an additional charge of \$200.00 per opening to replace this wood.

This price Does Not include labor for removing the old products that test positively for lead-based paint. An April 22, 2010 law requires special procedures be taken to remove windows and/or doors that have that have lead-based paint on them. This work can only be performed by an EPA-approved contractor and Ferguson Industries, Inc. is an EPA-approved contractor. If your products have lead-based paint there will be an additional labor charge to remove them.

All of the quoted products are custom-made for your project. The products cannot be returned after our receipt of them from the manufacturer and your signed authorization to us to place the order.

Sincerely,



For Ferguson Industries

AUTHORIZATION TO PROCEED

DATE



MEMORANDUM

DATE: May 22, 2017

TO: Eric Palm, Village Administrator

FROM: John Anderson, Director of Public Works

SUBJECT: Division Street Water Repairs

Issue:

A leak in the water system was noticed in the driveway apron in front of the home of 7616 Division Street. This leak was located and determined to be on a Village owned long service line that extended from the 6" water main in Ashland Avenue and connected to the private services for the homes at 7616, 7612, and 7610 Division Street.

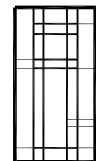
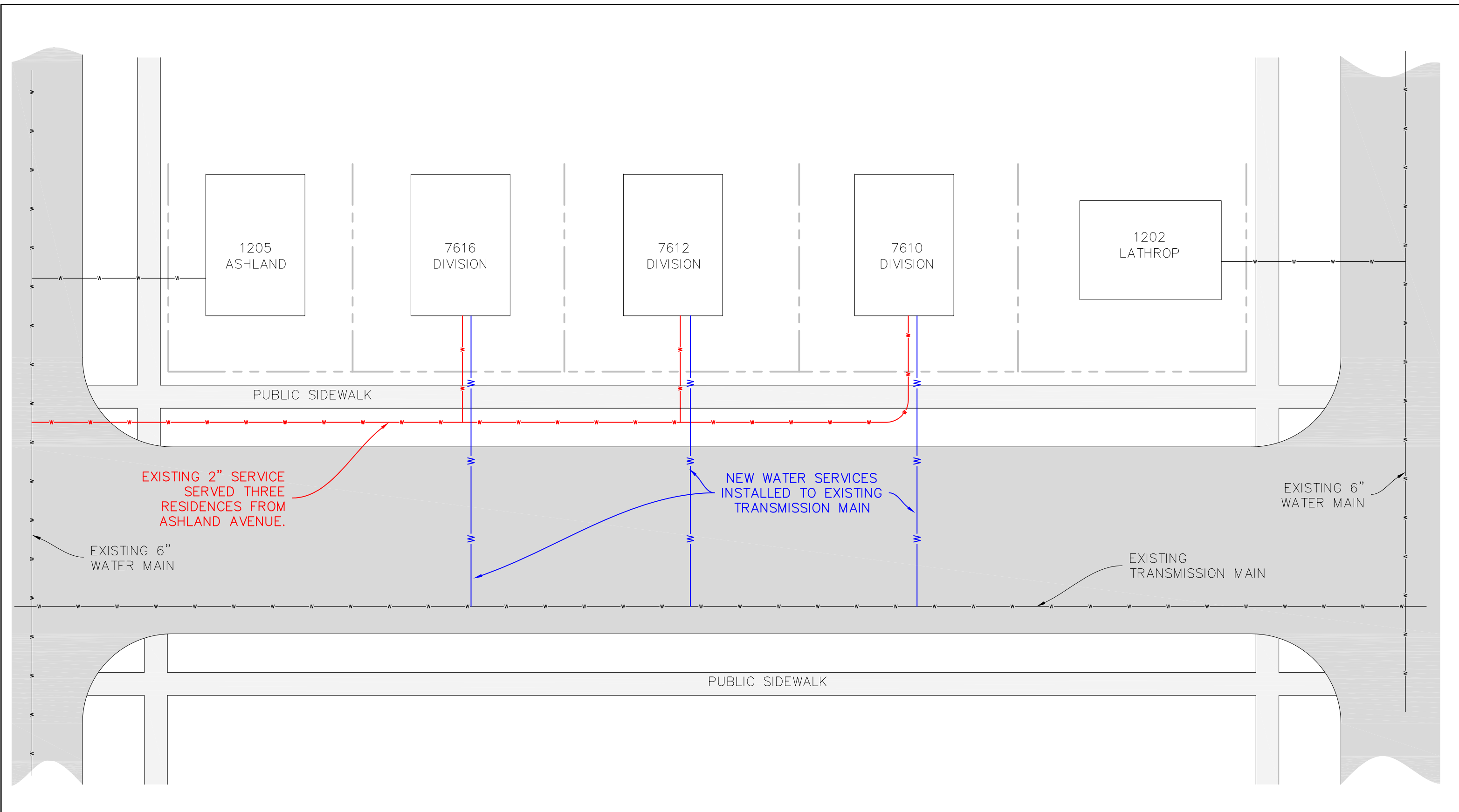
Analysis:

This long water service line had a history of multiple breaks, was a 2" line feeding 3 homes, and was not connected to another water main. Rather than making another repair to this service line it was determined that a more permanent fix would be preferred. By connecting each of these homes to the 12" water main located under Division Street and abandoning this Village owned long water service line, more reliable water service connections would be in place for these residents.

Suburban General Construction is the contractor used for emergency water main repairs and as such was contacted for a quote to make these water service connection changes to these homes. Due to the ongoing leak we use an emergency contractor to resolve an issue quickly as there is not sufficient time to receive multiple quotes. Suburban General's work history and timely response keeps them as our emergency repair contractor. The scope of work involved tapping new 1 ½" copper service lines to the 12" water main on Division Street, connecting each Village owned portion of the service to each home's existing water service connection with new b-boxes at each location in front of each of the homes (see attached exhibit). The cost for these new connections totaled \$28,985. These new water service connections were not budgeted, however this year's recently bid water main replacement project came in over \$80,000 under budget.

Recommendation:

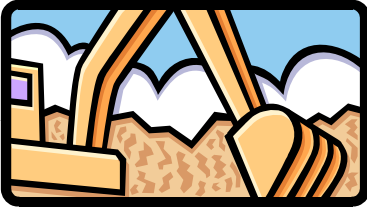
Approve a motion to waive competitive bidding and award a contract to Suburban General Construction, Inc. in the amount of \$28,985.00 to for the work performed to install these water service connections to the water system.



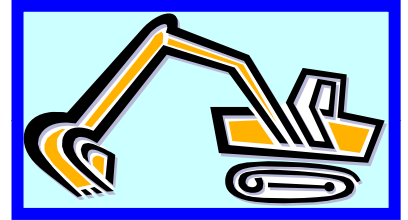
INCORPORATED 1880
**RIVER
FOREST**
*Proud Heritage
Bright Future*

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

DIVISION ST REPAIR



Suburban General Construction, Inc
1019 E. 31st Street
LaGrange Park, IL 60526
(708) 354-0544 - office
(708) 354-6236 - fax



5/5/2017

PROPOSAL

TO: Village of River Forest
ATTN: Mark Janopoulos

Office: (708) 366-8500
Fax: (708) 366-3702

RE: Install 3 Water Services on Division Between Lathrop and Ashland

A.) WORK TO BE PERFORMED:

- 1.) Install 3 Each 1 1/2" Long Side Water Services--To Be Augered Under The Street
- 2.) Disconnect Old Service At Division And Ashland

B.) ABOVE WORK INCLUDES:

- 1.) Minor Traffic Control
- 2.) Sawcutting
- 3.) Spoils Removal
- 4.) Trench Backfill
- 5.) Concrete Base At The 4 Holes To Be Dug In The Street
- 6.) Steel Plates To Cover Holes In The Street While Concrete Cures

C.) NOT INCLUDED IN ABOVE WORK:

- 1.) Permits, Bonds & Fees
- 2.) Pavement And/Or Turf Restoration

D.) NOTES:

- 1.) Price is based on The Village supplying their Vactor Truck to assist in exposing utilities.
- 2.) We will keep the street open to at least one lane of traffic until the morning rush hour ends, at that time we wil detour traffic around the block.

TOTAL PROPOSAL AMOUNT: \$ 28,985.00

Submitted By:
John Chase



MEMORANDUM

DATE: May 22, 2017

TO: Eric J. Palm, Village Administrator

FROM: John Anderson, Director of Public Works

SUBJECT: Approval of Motor Fuel Tax Supplemental Resolution -
2017 Maintenance of Streets and Highways

Issue: Staff is seeking approval of a Supplemental Resolution for Streets and Highways by Municipality Under the Illinois Highway Code that authorizes expending Motor Fuel Tax (MFT) funds for the 2017 Street Improvement Project (SIP) and for the design of the 2018 Chicago Avenue Resurfacing Project.

Analysis: In order for municipalities to expend MFT funds, the Illinois Department of Transportation (IDOT) requires that the Village Board approve the appropriation by adopting a resolution. On April 24, 2017, an initial MFT Resolution was approved in the amount of \$250,000.00. This amount was allocated solely for the 2017 SIP. Due to the need to engage in a contract for the Chicago Avenue Resurfacing design, an additional MFT Resolution will need to be approved in order to pay for these items out of the MFT Fund. Attached is the Supplemental Resolution appropriating an expenditure of an additional \$100,000 for this project.

It should be noted that while the Resolution amount of \$100,000 is being proposed, expenses are anticipated to be lower than this total. IDOT recommends that Resolutions be approved at the local level in amounts greater than estimates provided in order to accommodate small changes in contract scope and expense.

Recommendation: If the Village Board concurs with Staff's recommendation, the following motion would be appropriate: Motion to approve a supplemental resolution appropriating \$100,000.00 of Motor Fuel Tax funds for the 2017 Maintenance Agreement.



**Illinois Department
of Transportation**

**Resolution for Maintenance of
Streets and Highways by Municipality
Under the Illinois Highway Code**

BE IT RESOLVED, by the President and Board of Trustees of the
(Council or President and Board of Trustees)
Village of River Forest, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$100,000.00 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2017
(Date)
to December 31, 2017.
(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Sharon Halperin Clerk in and for the Village of River Forest, County of Cook
(City, Town or Village)

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the President and Board of Trustees at a meeting on May 22, 2017
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____.

(SEAL) _____ Village Clerk
(City, Town or Village)

<p style="text-align: center;">Approved</p> <p style="text-align: center;">_____ Regional Engineer Department of Transportation</p> <p style="text-align: center;">_____ Date</p>
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Village of River Forest
Village Administrator's Office
400 Park Avenue
River Forest, IL 60305
Tel: 708-366-8500

MEMORANDUM

Date: May 22, 2017
To: Catherine Adduci, Village President
Village Board of Trustees
From: Eric J. Palm, Village Administrator
Subj: Village Administrator's Report

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

Monday, May 29	ALL DAY	Memorial Day Holiday – Village Hall CLOSED
Thursday, June 1	7:00 pm	Historic Preservation Commission Meeting
Thursday, June 1	7:30 pm	Development Review Board Meeting
Thursday, June 8	7:30 pm	Zoning Board of Appeals Meeting
Monday, June 12	7:00 pm	Village Board of Trustees Meeting
Tuesday, June 13	7:00 pm	Sustainability Commission Meeting

*** The River Forest Firefighters Association Local # 2391 will be holding their annual "Fill the Boot" drive at Lake and Lathrop to benefit the MDA (Muscular Dystrophy Association) on Friday, May 26th from 8:30 am to 12 noon.***

New Business Licenses Issued

Business Name	#	Street	Type
Ben's Foot Massage Place	7756	Madison	Massage Therapist

Thank you.



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

MEMORANDUM

Date: May 19, 2017

To: Catherine Adduci, Village President
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Right-of-Way License Agreement – WideOpenWest, LLC

Issue/Analysis: WideOpenWest, LLC (WOW) has asked for the Village of River Forest to approve permits to allow it to install fiber optics underground in the Village's right-of-way. WOW is acting as a subcontractor for Verizon Wireless and installing additional small cell technology to strengthen their wireless data networks.

Most utilities already have franchise agreements with the Village that provide some sort of consideration to the Village in exchange of use of our right-of-way. When WOW first approached the Village, we looked at creating a similar setup to what we have for T-Mobile Wireless for use of our elevated water storage tank. In that case, the Village leases space on the tower for a yearly fee with a lease agreement in exchange for placing their wireless antennas on our tower. WOW was not interested in such an agreement. After further discussion and after speaking to other municipalities, WOW agreed to provide dark fiber to the Village in exchange for a license agreement.

Currently, the Village does not have any dark fiber that connects our three public facilities (village hall, public works and the pump station). We rely on VPN relays and antennas for data communications. With a fiber connection, we would no longer need those systems for primary communication. Further, we would not need to install a new antenna system from the pump station to village hall saving the Village approximately \$30,000. You will see in the agreement this network referred to as the "municipal area network" or MAN. Please note, dark fiber is essentially a "data pipe" allowing our buildings to communicate with one another. It is not an internet service provider, or ISP. We will see need ISPs such as Comcast, Call One, or AT&T. What we hope is that with the dark fiber we may be able to further consolidate our internet and phone services in the future, in addition to having a faster more reliable network across our facilities.

As part of the negotiations, we also requested WOW to build a dark fiber network for School District 90. Currently, D90 is in the middle of a 10 year fiber lease. Once their agreement expires, they can choose to not renew that contract and rely on their own private network referred to as the school area network" or SAN.

Other considerations to note

- The networks will be designed and installed by WOW in the coming months. Those final plans will be added to the agreement as exhibits showing the MAN and SAN.
- Because the MAN/SAN will be public projects, the contractor will be required to pay prevailing wage on our portions of the projects. After speaking with another municipality who had a similar agreement with a similar scope, the incremental cost was approximately \$1,000.

Value to Village

The MAN/SAN will be designed after the agreement is approved so we do not know the exact distances of the network. But measuring the distances between the buildings “as the crow flies” there would be approximately 8,264 feet of fiber for the MAN and 5,363 feet on the SAN. An average price per foot for installation is approximately \$25. At 13,627 feet of fiber that equates to a “value” of \$340,675 for the Village and the School District over the ten years of the agreement, or \$34,067.50 per year which is on par with this value of our water tower lease.

Recommendation: Consider and approve the attached Resolution with authorizes the adoption and execution of a Right-of-Way License and Fiber Optic Cable Agreement between the Village of River Forest and WideOpenWest Illinois, LLC.

Attachment

Resolution w/Agreement

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A RIGHT OF WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE VILLAGE OF RIVER FOREST AND WIDOPENWEST ILLINOIS, LLC

WHEREAS, the President and Board of Trustees of the Village of River Forest (“Village”) desire to enter into an agreement, entitled “RIGHT OF WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE VILLAGE OF RIVER FOREST AND WIDOPENWEST ILLINOIS, LLC” (the “Agreement”), that will allow the Village to obtain a metropolitan area network (“MAN”), and that will allow River Forest School District 90 to obtain a school area network (“SAN”), in the locations set forth in the Agreement, and to allow users of the MAN and SAN to receive and deliver various data and communications in a quick, efficient and cost effective manner. A copy of the Agreement is attached to this Resolution as **Exhibit “A”** and made a part hereof; and

WHEREAS, WideOpenWest Illinois, LLC (“WOW”) has requested permission from the Village to install the MAN and SAN, and to allow WOW to install fiber optic cables in certain of the Village’s rights of way for WOW’s business uses, subject to the terms and conditions of the Agreement; and

WHEREAS, WOW has requested permission to utilize the Village’s rights of way to extend and install the MAN and SAN; and

WHEREAS, the Village desires to allow WOW to install the MAN and SAN, and to install fiber optic cables in certain of the Village’s rights of way, and so that WOW may use certain fiber optic cables for its business uses, subject to the terms and conditions of the Agreement; and

WHEREAS, WOW and the Village are authorized, under the intergovernmental cooperation powers set forth at Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), to approve and enter into the attached Agreement; and

WHEREAS, the President and Board of Trustees of the Village of River Forest find that it is in the best interests of the Village of River Forest to approve and enter into the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RIVER FOREST, COOK COUNTY, ILLINOIS, AS FOLLOWS:

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

SECTION 2: The President and Board of Trustees of the Village of River Forest approve the attached "RIGHT OF WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE VILLAGE OF RIVER FOREST AND WIDOPENWEST ILLINOIS, LLC," a copy of which is attached hereto as **Exhibit "A"** and made a part hereof, and authorize and direct the President and Clerk of the Village of River Forest to execute the attached Agreement and such other documents as are necessary to fulfill the Village's obligations under the Agreement.

ADOPTED this ____ day of _____, 2017, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2017, by the Village President of the Village of River Forest, and attested by the Village Clerk, on the same day.

Village President

ATTEST:

Village Clerk

EXHIBIT A

**RIGHT OF WAY USE
LICENSE AND FIBER OPTIC CABLE AGREEMENT
BETWEEN THE VILLAGE OF RIVER FOREST
AND WIDEOPENWEST ILLINOIS, LLC**

(attached)

**RIGHT OF WAY USE
LICENSE AND FIBER OPTIC CABLE AGREEMENT
BETWEEN THE VILLAGE OF RIVER FOREST
AND WIDOPENWEST ILLINOIS, LLC**

This **RIGHT OF WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE VILLAGE OF RIVER FOREST AND WIDOPENWEST ILLINOIS, LLC** (the "Agreement") is entered into on _____, 2017 (the "Effective Date") by and between the Village of River Forest, an Illinois municipal corporation (the "Village") and WideOpenWest Illinois, LLC, a Delaware limited liability company authorized to conduct business in the State of Illinois (the "Licensee"). The Village and the Licensee shall be referred to as the "Parties," and individually as a "Party."

WHEREAS, the Village maintains standards for construction within its public rights of way in Title 5 (Public Ways and Property), Chapter 14 (Standards for Construction of Utility Facilities On Public Rights Of Way), of the Village of River Forest Municipal Code (the "ROW Construction Ordinance"), as amended from time to time; and

WHEREAS, the Village desires to construct and operate a fiber optic municipal area network (the "MAN") within its public rights of way depicted in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the Village desires to construct a fiber optic school district area network (the "SAN") within its public rights of way depicted in **Exhibit B** attached hereto and made a part hereof; and

WHEREAS, the MAN and SAN are together the "MAN/SAN"; and

WHEREAS, the Licensee holds a certificate of authority with the Illinois Commerce Commission; and

WHEREAS, the Licensee desires a license to construct, install, operate, maintain, and replace a privately owned and operated fiber optic telecommunications cables (the "Cable System") both underground and on existing utility poles within the Approved ROW Locations, as depicted and described in **Group Exhibit C** attached hereto and made a part hereof; and

WHEREAS, the Licensee desires to utilize the Cable System to extend the scope of its private business activities; and

WHEREAS, the Licensee is not delivering, and does not intend to deliver, cable television service to residents of the Village; and

WHEREAS, in consideration of, and subject to, the terms of this Agreement, the Village agrees to allow the Licensee, and the Licensee agrees, at its sole cost, to install

fiber optic cables within the Approved ROW Locations for the Cable System and to construct the MAN/SAN in the locations depicted in **Exhibits A and B**; and

WHEREAS, the Village has determined that it is useful to the Village and its residents to grant a public right of way use license to the Licensee for the Cable System as provided in this Agreement, and for the Village to have the Licensee construct and transfer the MAN to the Village and the SAN to River Forest School District 90 ("District 90"); and

WHEREAS, the Licensee is authorized to enter into this Agreement and to perform the obligations and commitments set forth in this Agreement; and

WHEREAS, the Village and Licensee are authorized to enter into this Agreement pursuant to the intergovernmental cooperation powers granted by Article 7, Section 10(a) of the Illinois Constitution of 1970.

NOW, THEREFORE, in consideration of the mutual consideration exchanged between the Parties as set forth herein, the sufficiency and receipt of which are mutually acknowledged, the Parties agree as follow:

1. **Recitals**: The Recitals are incorporated into this Agreement as material terms of this Agreement.

2. **Grant of Right of Way Use License**: For and in consideration of the terms of this Agreement, and in compliance with all Federal, State, County, and Village laws, ordinances, and regulations, the Village grants to the Licensee a non-exclusive revocable license (the "License") to construct, install, operate, maintain, and replace (collectively the "Maintenance") the Cable System and MAN/SAN in the Approved ROW Locations, subject to the terms of this Agreement. This Agreement and the License do not convey any right, title, or interest of any kind, including any ownership or leasehold interest, in any Village public rights of way, but is a license only for the use and occupancy of the specified Approved ROW Locations for the limited purposes stated in this Agreement.

Notwithstanding the limited scope of the License, in the event of an emergency or other unexpected major repair, the Licensee may access Village public rights of way to undertake emergency maintenance or repair work as required under the circumstances. All emergency maintenance or repair work by Licensee must comply with the requirements for emergency maintenance in Section 5-14-20 (Maintenance and Emergency Maintenance) of the ROW Construction Ordinance, as amended from time to time.

3. **Term of Agreement; Reopener**:

A. This Agreement, and the License granted herein, shall be for a ten (10) year term, commencing on the Effective Date (the "Term") of the Agreement, which

shall be the date the last signatory signs the Agreement, unless otherwise extended. The Term may be extended by mutual written agreement of the Parties for two (2) or more successive terms of not more than five (5) years each (each such period is an "Extended Term"), so long as the Licensee is in full compliance with the terms of this Agreement at the time of each extension. A Party requesting an Extended Term shall submit such a request to the other Party in writing at least thirty (30) calendar days prior to expiration of the Term or the Extended Term then in effect. The thirty (30) calendar day period may be waived by the other Party.

B. During the Term, the Licensee shall not pay the Village a License fee, in consideration of the Licensee's installation of the MAN/SAN, and in consideration of the Licensee's transfer of ownership of the MAN to the Village and the SAN to District 90, as set forth in Section 5 below.

C. The Parties shall reopen, renegotiate, and amend this Agreement if any of the following occurs:

1. If the Licensee desires to provide any "cable service" to persons or areas within the Village, as defined in Section 5-15-2 (Definitions) of the Village of River Forest Municipal Code (the "Code"), the Parties shall amend this Agreement in accordance with Title 5 (Public Ways and Property) and Chapter 15 (Cable Television), to include terms of the franchise agreement called for in Section 5-15-9(C) (Cable Television Franchise Required) of the Code, including payment by the Licensee of a franchise fee to the Village.

2. If the Licensee desires to extend the footprint of the Cable System or increase the number of strands in the Cable System, the Parties shall amend this Agreement to include such additional terms and consideration as are necessary to obtain the Village's consent to allow the Licensee to so extend or modify the Cable System.

3. If Federal, State, or County laws, regulations, or requirements regarding the MAN/SAN or this Agreement impose any unforeseen cost or expense on the Village, the Parties shall amend this Agreement to allocate the costs or expenses among the Parties.

4. **Location, Description and Installation of Cable System:** The Cable System shall be composed of dedicated fiber optic cable and related components. The components of, and the general plans for, the Cable System are described in **Group Exhibit C**. The Cable System, once installed, shall be owned by Licensee, subject to the terms of this Agreement. The Licensee represents and warrants that it does not hold any franchise issued by the Village for the provision of "cable service" to persons or areas in the Village, as defined in Section 5-15-2 (Definitions) of the Code, and Licensee shall not provide such service until and unless Licensee obtains a franchise issued by the Village, as required by Section 5-15-9 (Cable Television Franchise

Required) of the Code, and in accordance with the process in Section 3(C)(1) of this Agreement. On or before November 1, 2017, the Licensee shall install the fiber optic cable segments that comprise the Cable System.

5. **MAN/SAN:**

A. The Licensee shall, at Licensee's sole cost and expense, install the fiber optic cable segments that comprise the MAN/SAN, as set forth in the following "Table 1," and as depicted and further described in **Exhibits A and B**:

Table 1

#	From	To	Strands	Initial Ownership	Type
1	River Forest Village Hall 400 Park Avenue	Water Pumping Station – 7525 Berkshire	6	Village	Buried
2	River Forest Village Hall 400 Park Avenue	River Forest Public Works Garage & Elevated Water Storage Tank – 40 Forest	6	Village	Buried
3	Water Pumping Station – 7525 Berkshire	Thru River Forest Village Hall 400 Park Avenue to River Forest Public Works	6	Village	Buried
4	Roosevelt Middle School	Willard Elementary School	6	D90	Buried
5	Roosevelt Middle School	Lincoln Elementary School & Administrative HQ	6	D90	Buried

B. Each segment of the MAN/SAN shall:

1. Contain the number of fiber optic strands in the "Strands" column in Table 1; and

2. Be constructed underground within the Approved ROW Locations as set forth in the "Type" column in Table 1; and

3. All segments should have the proper terminations; and

4. Upon completion of installation of the MAN/SAN, and after written acceptance by the entity set forth in the "Initial Ownership" column of Table 1 of a no fee bill of sale executed by Licensee, all components of the MAN/SAN for each segment, including without limitation the fiber optic strands, conduits, handholes, patch panels, locate posts, and locate wires (collectively the "MAN/SAN Improvement Components") shall become the property of the entity set forth in the "Initial Ownership" column of Table 1, and all rights, title, and interest in the MAN/SAN shall be and remain with entity set forth in the "Initial Ownership" column of Table 1, or their assigns, and if District 90 declines to take ownership of its portions of the MAN/SAN as set forth herein, the Village shall take ownership in place of District 90; and

5. Be installed within six (6) months of the Effective Date, with the date the MAN/SAN are installed being the "MAN/SAN Completion Date."

C. The entities set forth in the "Initial Owners" column in Table 1 may freely assign their respective ownership interests in the MAN/SAN, and the consent of Licensee shall not be necessary in order for any such assignment to occur.

D. In order to comply with the requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.* ("PWA"), as set forth in Section 16(F) below, the Parties agree that the Village will pay the Licensee the differential in labor cost paid by the Licensee to install the MAN/SAN and the wages required by the PWA.

1. The Licensee shall, within forty-five (45) calendar days of the MAN/SAN Completion Date, deliver to the Village all documents reasonably requested by the Village relating to the wages paid (the "MAN/SAN Non-PWA Wages"), hours worked, and other information needed to compute the wages owed under the PWA, for construction the MAN/SAN (the "MAN/SAN PWA Wages"). The Licensee shall, within the same time period, submit to the Village and the Illinois Department of Labor, as the case may be, all other documents and information necessary to comply with the Licensee's obligations under the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

2. The Village shall, within forty-five (45) calendar days after receipt of all documents and information required to calculate the MAN/SAN PWA Wages, pay to Licensee an amount equal to the MAN/SAN PWA Wages subtracted from the MAN/SAN Non-PWA Wages.

6. **Construction Within and Use of Public Rights of Way:**

A. All Maintenance within the Village's rights of way shall comply with the ROW Construction Ordinance, as amended from time to time, and other applicable Federal, State, County, and Village laws, ordinances, and regulations, including without limitation the National Electrical Code, the National Electrical Safety Code, and the standards in Section 5-14-16 (Construction Methods and Materials) of the ROW Construction Ordinance, as amended from time to time. The Licensee shall not interfere with property of Village or the property of other users of the public rights of way.

B. This Agreement does not authorize the Licensee to use any privately owned property, except that if a portion of the Approved ROW Locations consists of an easement area in favor of the Village over private property and the easement permits the Licensee's use of the easement area, the Licensee may use the easement area.

C. All Maintenance by the Licensee shall be further subject to the following regulations and requirements:

1. All MAN/SAN Improvement Components shall be provided by Licensee at Licensee's cost and ownership conveyed by bill of sale to the entity set forth in the "Ownership" column of Table 1. A minimum of ten feet (10') of cable slack shall be provided in each handhole box. A minimum of ten feet (10') of cable slack shall be provided at each segment termination location.

2. The Licensee shall provide the Village with no less than twenty four (24) hours of notice prior to the commencement of work taking place in the Approved ROW Locations each calendar day. The Licensee shall not commence any work under this Agreement unless timely notice has been given.

3. Licensee shall install the MAN/SAN Improvement Components in the locations approved by the Village.

4. Licensee shall re-terminate all fiber at existing termination locations.

5. Licensee shall, at its cost, prepare and provide to the Village "as-built" plans for the Cable System and MAN/SAN within a reasonable time after installation of the Cable System and MAN/SAN. The as-built plans shall include all relevant information requested by the Village, including but not limited to depth of the conduit and a strand identification map or table.

6. Licensee shall be solely liable for any damages resulting from any Maintenance due to Licensee's failure to comply with the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 *et seq.*

7. **Permits:** The Licensee shall secure all necessary permits required for Maintenance, including Village permits (including contractor's licenses), and shall pay the customary and standard permit fees, and shall post the security required by Section 5-14-10 (Security) of the ROW Construction Ordinance, prior to commencing any Maintenance.

8. **Operation and Maintenance of Cable System:** The Licensee shall, during the Term of this Agreement, be responsible for maintaining the Cable System in good and safe condition at all times and in compliance at all times with applicable federal, state, county, and Village laws, ordinances, and regulations, including without limitation, the National Electrical Code, the National Electrical Safety Code, and the standards in Section 5-14-20 (Maintenance and Emergency Maintenance) of the ROW Construction Ordinance, and the costs of said Maintenance shall be paid solely by the Licensee. In the event of a loss of service in the Cable System, the Licensee shall repair

any damage and restore service promptly, and in a manner in accordance with industry standards. At no time, and under no circumstances, may the Licensee take any action that would have an adverse impact of any kind on the maintenance or operation of the MAN/SAN.

9. **Property Restoration and Repairs:**

A. The Licensee shall comply with the cleanup and restoration requirements of Section 5-14-19 (Cleanup and Restoration) of the ROW Construction Ordinance.

B. If the Licensee fails to restore or repair any disturbance or damage within the required time, the Village may undertake the restoration or repairs, at the Licensee's sole cost and expense, using the Village's own staff or forces or third-party contractors. The Licensee shall reimburse the Village for all costs and expenses incurred by the Village related to the restoration or repairs, including reasonable administrative costs, within thirty (30) calendar days after receipt of an invoice of those costs and expenses from the Village. The invoice shall include reasonable detail of the costs and expenses and must include receipts or other document when available. If the Licensee fails to pay the Village within thirty (30) calendar days after receipt of the invoice, the Village may issue a notice to the Licensee that the Village will terminate this Agreement if payment is not received within fifteen (15) calendar days after the date of that notice. If the Licensee fails to pay the Village within that fifteen (15) calendar day period, then the Village may immediately terminate this Agreement.

10. **No Liability for Damage to Cable System or MAN/SAN:** Unless directly and proximately caused by a negligent, willful, intentional, or malicious act of the Village, the Village shall not be liable for, and the Licensee expressly waives all claims it may have against the Village for, any damage to or loss of the Cable System or the MAN/SAN.

11. **Mechanic's Lien:** The Licensee shall not suffer or permit any mechanic's lien or other such lien to attach to any portion of the Approved ROW Locations and/or the MAN/SAN, and the Licensee shall be solely responsible for payment of any mechanic's lien or other lien. The Licensee shall save and keep harmless the Village and its property from any such lien or claim therefor and from any and all cost or expense incurred in connection with any such lien or claim, including the Village's attorney's fees and expenses incurred with removing, settling or contesting such lien or claim.

12. **Transfer or Assignment of Agreement:** This Agreement is binding on, and inures to the benefit of the Village, the Licensee, and their successors and assigns. Except as stated in this Section 12, the Licensee has no right or authority to transfer or assign this Agreement or any interest in any part of this Agreement without the prior, express, written consent of the Village, which consent may not be unreasonably withheld or delayed so long as the assignment has no adverse impact on the

MAN/SAN. The Licensee may assign this Agreement without the Village's consent to the Licensee's affiliate or to the Licensee's successor in connection with a merger, reorganization, or sale of all or substantially all of the Licensee's assets or ownership, but only so long as the assignment has no material adverse impact on the MAN/SAN.

13. **Indemnification**: As a material inducement for the Village to enter into this Agreement, the Licensee agrees to defend, indemnify and hold harmless the Village, its appointed and elected officials, officers, president and trustees, agents, volunteers, attorneys, engineers and employees (the "Village Affiliates") from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the Licensee's Maintenance of the Cable System and/or MAN/SAN, or performance of the terms of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of the Village or the Village Affiliates.

The scope of the Licensee's indemnification shall include, but is not limited to:

- (1) Any negligent, tortious or wrongful act or omission of the Licensee, its representatives, officers, agents, employees, contractors, subcontractors, licensees or invitees, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including the Licensee, its representatives, officers, agents, employees, contractors, subcontractors, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and
- (2) Loss or damage of any kind resulting from the Licensee's failure to comply with any provision of this Agreement, or of any federal, state, county or Village law, regulation, or ordinance applicable to the Licensee.

As a condition of the Village entering into this Agreement, the Licensee agrees to assume for its representatives, officers, agents, employees, contractors and subcontractors all risk of dangerous or hazardous conditions which are created or caused by the Licensee, in, on or about that portion of the Cable System used by the Licensee pursuant to this Agreement.

In the event of any such injury including death or loss or damage or claim or claims therefore, the Licensee shall give immediate written notice thereof to the Village, the Village shall have the right to select its own counsel to be paid for by Licensee, and the Village shall have the right to direct its own defense.

14. **Insurance**: Licensee shall procure and maintain, for the duration of the Agreement, insurance written on an “occurrence” basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Licensee, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance**: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village and the Village Affiliates as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and

2. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and

3. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 “Any Auto;” and

4. Workers’ Compensation as required by the Labor Code of the State of Illinois and Employers’ Liability insurance.

B. **Minimum Limits of Insurance**: The Licensee shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000; and

2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers’ Compensation and Employers’ Liability: Workers Compensation coverage with statutory limits and Employers’ Liability limits of \$1,000,000 per accident; and

4. Builders Risk: Shall insure against “All Risk” of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis; and

5. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

C. **Deductibles and Self-Insured Retention**: Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village and the Village Affiliates; or the Licensee shall procure

a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. **Other Insurance Provisions:** The policies are to contain, or be endorsed to contain, the following provisions:

1. **General Liability and Automobile Liability Coverage:**

a. The Village and the Village Affiliates are to be covered as additional insured as respects: liability arising out of the Village's work, including activities performed by or on behalf of the Village; products and completed operations of the Village; premises owned, leased or used by the Village; or automobiles owned, leased, hired or borrowed by the Village. The coverage shall contain no special limitations on the scope of protection afforded to the Village and the Village Affiliates.

b. The Village's insurance coverage shall be primary as respects the Village and the Village Affiliates. Any insurance or self-insurance maintained by the Village and the Village Affiliates shall be excess of Village's and the Village Affiliates' insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village and the Village Affiliates.

d. The Village's insurance shall contain a "Severability of Interests/Cross Liability" clause or language stating that Village's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Village shall be required to name the Village and the Village Affiliates. A copy of the actual additional insured endorsement shall be provided to the Village.

2. **Workers' Compensation and Employers Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the Village and the Village Affiliates for losses arising from work performed by Licensee for the Village.

3. **All Coverage:** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the Village.

E. **Acceptability of Insurers:** Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

F. **Verification of Coverage:** The Licensee shall furnish the Village with certificates of insurance naming the Village and the Village Affiliates as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Licensee's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits stated above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

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

H. **Assumption of Liability:** The Licensee assumes liability for all injury to or death of any person or persons including employees of the Licensee, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

15. **Reimbursement of Village Expenses:** The Licensee shall reimburse the Village for its costs for reviewing and negotiating this Agreement in an amount not to exceed Three Thousand and No/100 Dollars (\$3,000.00). The Village shall provide the Licensee an invoice stating those costs within thirty (30) calendar days after the Effective Date. The Licensee shall pay the Village within ten (10) business days after receipt of the invoice.

16. **Compliance With Laws:** The Licensee certifies as follows:

A. That any work to be performed by it or its contractors on Village-owned property 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, including but not limited to all local zoning ordinances and regulations, and other applicable codes.

B. That it is not barred from contracting with any unit of State or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).

C. That it shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 *et seq.*).

D. In the performance of its obligations pursuant to this Agreement and in the operation of its program, it shall comply with all applicable provisions of federal, state, county and Village laws, ordinances, and regulations, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disability Act (42 U.S.C. 12101 *et seq.*), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the Licensee hereunder. Any complaint of such discrimination received by the Licensee shall be immediately forwarded to the Village.

E. That it shall comply with all applicable Federal, State, County, and Village laws, ordinances, and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Licensee agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and the Licensee further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Licensee in all its contracts and agreements with contractors and subcontractors for this program.

F. The Licensee agrees to pay not less than the prevailing rate of wages as determined by the Illinois Department of Labor ("IDOL") and as set forth in the schedule of prevailing wages maintained by the IDOL under the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, as applicable to all laborers, workers, and mechanics performing work under this Agreement on the MAN/SAN. The Licensee, its contractors, and its subcontractors shall comply with the reporting requirements of the Prevailing Wage Act throughout the duration of the Agreement. Should the IDOL revise any prevailing rate of hourly wages, such revised rate shall be applicable to this Agreement. It is the Licensee's sole responsibility and duty to insure that any revision in the prevailing wage rates during the course of the project will be reflected in payment from the Licensee and each contractor and subcontractor to each worker where the change is applicable.

G. The Licensee also agrees to require any contractor doing construction work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section.

H. Section 7(2) of the Illinois Freedom of Information Act (the "FOIA") (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a Party who has contracted with the

Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Licensee acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Licensee's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Licensee agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement. The Licensee acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act.

17. Termination of Agreement:

A. **Termination by Licensee:** Subject to the conditions stated in this Subsection 17(A), the Licensee may terminate this Agreement at any time and for any reason upon thirty (30) calendar days advance written notice to the Village of its intention to terminate. The following conditions apply to any termination of this Agreement by the Licensee:

1. All of Licensee's obligations related to the Cable System and MAN/SAN shall survive termination of this Agreement such that the Licensee may take no action related to the Cable System or the MAN/SAN that would have an adverse impact of any kind on the maintenance or operation of the MAN/SAN, and Licensee's obligations related to the Cable System MAN/SAN shall only terminate at such time as the maintenance and operation of the Cable System and MAN/SAN will not be adversely impacted; and

2. All unfulfilled or unfinished obligations of the Licensee under this Agreement, whether Maintenance obligations, payment obligations, restoration or repair obligations, or any other obligation, survive termination of this Agreement, and the Licensee shall continue to be responsible and liable for completion of all unfulfilled or unfinished obligations.

B. **Termination by Village:** Subject to the conditions stated in this Subsection 17(B), the Village may terminate this Agreement for any of the following causes:

1. A material violation of any term of this Agreement and the Licensee's failure to completely cure that violation within fifteen (15)

calendar days after receipt of written notice by Village that identifies the violation.

2. The material failure of Licensee to comply with all applicable federal, state, county, or Village laws, ordinances, rules, or regulations.

3. The Licensee made a fraudulent, false, misrepresenting, or materially incomplete statement in seeking this Agreement or in a permit application for the Cable System and/or MAN/SAN.

4. Construction of the Cable System and/or MAN/SAN contrary to the plans and specifications approved by the Village.

5. The Licensee has been adjudged to be bankrupt, has a receiver appointed for it, makes an assignment for the benefit of creditors, or has a significant amount of its property sold under the execution or other legal process or is seized by creditors.

6. The Licensee transfers the License without the Village's approval required under this Agreement.

7. The Licensee ceases its business operations or ceases operation of the Cable System and/or the MAN/SAN unless the cessation of operation was due to circumstances beyond the reasonable control of the Licensee and the Licensee resumes operations within thirty (30) calendar days after they were ceased.

8. Any portion of the Cable System and/or MAN/SAN presents a direct or imminent threat to the public health, safety, or welfare, whether due to its location, condition, or other circumstance, and the Licensee fails to mitigate that threat promptly.

9. Failure to provide the required traffic control, or failure to follow safety requirements while performing work, and to respond to requests from the Village to correct such deficiencies within a reasonable time.

C. **Cessation of Agreement:** At the time this Agreement is no longer in effect, for any reason including, but not limited to, expiration of the Term or an Extended Term, or termination by the Village or Licensee, or pursuant to court order or decree:

1. The Village shall direct the Licensee as to what portion of the Cable System and/or MAN/SAN, if any, the Licensee must remove from the Village's public rights of way. Any portion of the Cable System and/or MAN/SAN designated by the Village for removal must be removed by the Licensee at its sole cost and expense within thirty (30) calendar days after the date of termination, and the Licensee shall promptly restore all disturbed public rights of way to the standards in Section 5-14-19 (Cleanup and Restoration) of the ROW Construction Ordinance.

2. The Licensee, at no cost or expense to the Village, shall quitclaim and transfer to the Village by a bill of sale all rights, title, warranties, and interest to all portions of the Cable System and/or MAN/SAN that remains with the Licensee, within fifteen (15) calendar days of a written demand of the Village.

18. **Complete Agreement; Amendments:** This Agreement represents the entire agreement between the Village and the Licensee regarding the subject matter hereof. This Agreement may be amended only in writing with the signatures of the properly authorized representatives of the Parties.

19. **Incorporation of Exhibits:** Exhibit A through Group Exhibit C are incorporated as substantive provisions of this Agreement.

20. **Governing Law; Venue:** This Agreement will be governed, interpreted, and construed in accordance with the laws, but not the conflicts of law rules, of the State of Illinois. The venue for any dispute between the Parties shall be in the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois.

21. **Taxes:** Nothing contained in this Agreement shall be construed to exempt the Licensee from any fee, tax, property tax levy, or assessment that is or may be hereafter lawfully imposed, and the Licensee shall be responsible for the payment of any taxes assessed relative to its use of the Village's public rights of way or the Licensee's operation of the Cable System and/or the MAN/SAN.

22. **No Waiver:** The waiver by a Party of a particular breach of this Agreement or the failure of a Party to enforce a particular term of this Agreement at any particular time, or for any period of time, will not be construed or deemed to be a waiver any other breach or a bar from enforcing any other term.

23. **Notice:** All notices, demands, elections, and other instruments required or permitted to be given or made by any Party upon one or more of the others under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by messenger delivery, overnight delivery courier, certified or registered mail with proper postage prepaid, or sent by facsimile transmission, with proof of successful transmission sent by regular mail by the sending Party at the respective addresses shown below or to such other Party or address as either Party may from time to time furnish to the other in writing. Service on the legal counsel for either Party is sufficient notice to the Party.

(a) Notices to River Forest
shall be sent to:

Eric J. Palm
Village Administrator

With a copy to:

Gregory T. Smith
Klein, Thorpe & Jenkins, Ltd.

Village of River Forest
400 Park Avenue
River Forest, Illinois 60558
Phone: (708) 366-8500
Fax: (708) 366-3702

20 North Wacker Drive
Suite 1660
Chicago, Illinois 60606
Phone: (312) 984-6400
Fax: (312) 984-6444

- (b) Notices to Licensee
shall be sent to:

WideOpenWest Illinois, LLC
Attn: Business Manager
1674 Frontenac Rd
Naperville, IL 60563

24. **Good Faith Cooperation**: The Parties agree that: (i) in the event a decision by a regulatory authority at the federal, state, county, or Village level necessitates modifications in this Agreement; or (ii) the Village determines in good faith that the Licensee's use of the MAN/SAN materially interferes with the Cable System, the Parties will negotiate in good faith to modify the Agreement to permit each Party, to the extent practicable, to enjoy the intended benefits of this Agreement. The Parties otherwise mutually agree to cooperate with each other in good faith to permit the Parties to perform their duties and obligations under the Agreement.

25. **Force Majeure**: The Village and the Licensee shall not be responsible for any failure to perform or delay in performance due to unforeseen circumstances, or due to a cause beyond the Party's control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, acts of suppliers or vendors, strikes, fuel, energy, labor or materials.

26. **Survival**: The obligations and rights in Sections 10, 13, 14, 17(C), and 22 of this Agreement, shall survive the life of this Agreement, and shall remain in full force and effect, even if this Agreement is no longer in effect.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Village President and Village Clerk, pursuant to the authority given by the Board of Trustees of the Village of River Forest, and the Licensee have signed this Agreement on the ____ day of _____, 2017.

VILLAGE OF RIVER FOREST,
an Illinois municipal corporation

WIDEOPENWEST ILLINOIS, LLC
a Delaware limited liability company

BY: _____
Village President

BY: _____
Manager

Date: _____, 2017

Date: _____, 2017

ATTEST: _____
Village Clerk

ATTEST: _____
Secretary

Date: _____, 2017

Date: _____, 2017

EXHIBIT A

METROPOLITAN AREA NETWORK MAP

(attached)

EXHIBIT B

SCHOOL DISTRICT AREA NETWORK MAP

(attached)

GROUP EXHIBIT C

MAP OF THE CABLE SYSTEM

1. Plans drawn by Construction-CAD Solutions, Inc., entitled "XXXXXX," dated XXXXX, containing _____ (__) pages.
2. Plans drawn by _____, entitled "_____, " dated _____, 201_, containing _____ (__) pages.



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

MEMORANDUM

Date: May 17, 2017

To: Catherine Adduci, Village President
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Class 4 Liquor License – Fresh Thyme Farmers Market

Issue: Fresh Thyme Farmers Market is requesting a Class 4 Liquor License.

Analysis: Lakes Venture, LLC, the owner of and d/b/a Fresh Thyme Farmers Market, LLC has made application for a Class 4 Liquor License. A Class 4 Liquor License provides, in part: the sale, on the premises specified in the license, of alcoholic liquor for consumption not on the premises ("package sales"). Package sales shall be limited to premises primarily devoted to the sale at retail of grocery food, commonly known as supermarkets, and drugs and sundries, commonly known as drugstores, if the drugstore is operated in conjunction, and shares a common entrance with, a supermarket, both totally consisting of not less than fourteen thousand gross above grade square feet, subject to conditions and restrictions.

There are four other Class 4 Liquor Licenses that have been issued by the Village: Jewel/Osco, Whole Foods, Walgreens and CVS.

Lakes Venture, LLC has completed the necessary application and background check and is eligible to be issued a license once the attached ordinance has been approved by the Village Board authorizing an additional Class 4 Liquor License.

Recommendation: Consider and approve an ordinance increasing the number of Class 4 Liquor Licenses from 4 to 5.

Attachment
Ordinance

ORDINANCE NO. XXXX

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 5 OF THE
RIVER FOREST VILLAGE CODE REGARDING LIQUOR CONTROL
REGULATIONS ON LIQUOR LICENSES**

WHEREAS, the President and Board of Trustees of the Village have determined that is in the best interest of the public’s health, safety, and welfare to amend the River Forest Village Code provisions increasing the number of available Class 4 liquor licenses.

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

SECTION 1: Title 8, Chapter 5, Section 13, entitled “Limitation on Number of Local Liquor Licenses,” of the River Forest Village Code is hereby amended to read in its entirety as follows, with additions underlined and deletions struck through:

The number of authorized licenses shall be limited to the following:

<u>Class</u>		Number Of Licenses
1		0
2		1
3		0
4		4 <u>5</u>
4A		0
4B		0
5		Open
6		0

SECTION 2: That all ordinances or parts of ordinances in conflict with this Ordinance are hereby expressly repealed.

SECTION 3: Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the River Forest Village Code, as amended, shall remain in full force and effect.

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

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

PASSED on a roll call vote of the Corporate Authorities on the 22nd day of May, 2017

AYES:

NAYS:

ABSENT:

APPROVED by me this 22nd day of May, 2017.

Village President

APPROVED and filed on this 23rd day of May, 2017.

ATTEST:

Village Clerk



Village of River Forest

Village Administrator's Office

400 Park Avenue
River Forest, IL 60305

Tel: 708-366-8500

MEMORANDUM

Date: May 19, 2017

To: Catherine Adduci, Village President
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: Policies – Communication & Attorney Contact

Attached please find two new Village Board policies that deal with resident communication and contacting the Village Attorney. Both policies have been created to help streamline communication and memorialize our current practices. The policies are self-explanatory.

Recommendation: Consider and approve the attached Village Board policies for resident and village attorney communication.

Village of River Forest Village Board Policy Resident Communication

Issue: The Village President and the Village Board of Trustees receive communications from residents, business owners and other stakeholders regarding Village-related issues or concerns. In order to maintain a consistent and timely response, the following policy applies to such communications:

1. Elected officials are encouraged to respond to any communication by acknowledging receipt and copying the Village Administrator in the response.
2. If the communication is regarding a policy consideration for the elected official (Example: please support this initiative, or, vote “no” on this project), the elected official may respond and the Village Administrator does not need to provide an additional response.
3. If the communication is regarding an issue related to customer service (Example: report of a street light outage or status of a permit), interpretation of a law or policy, or other Village initiative, the elected official may respond as suggested in Paragraph 1 above and indicate the Village Administrator will respond with a follow-up, resolution, status or other appropriate response. The Village Administrator shall respond appropriately and copy all the elected officials to the response.
4. Communications coming through the Village’s website to elected officials will also be sent to the Village Administrator to ensure a timely response.
5. The intent of this Policy is not to limit or stifle communication between elected officials and constituents, but rather to streamline, professionalize and make these communications consistent.

Village of River Forest
Village Board Policy
Village Attorney Communication

Issue: The Village Attorney is in regular communication with the Village President and the Village Administrator regarding Village business. In order to maintain streamlined communications between the Village Attorney, Village Administrator, Village President and the Board of Trustees, the following process applies to communications with the Village Attorney:

1. The primary contact for the Village Attorney is the Village Administrator, and the Village Administrator's designees, regarding the administration and ordinary business of the Village.
2. The Village Attorney will contact the Village President as needed regarding administration and ordinary business. The Village President, as the chief elected officer of the Village, may contact the Village Attorney, directly in the Village President's discretion.
3. Any Village Trustee with a question or concern that they believe requires the input of the Village Attorney should first bring that question or concern to the Village Administrator. The Village Administrator will review the question or concern with the Village President and determine if it requires Village Attorney input. If the Village Administrator and Village President is unable to address the question, or believes the Village Attorney needs to provide input, the Village Administrator shall contact the Village Attorney. Once a response is provided by the Village Attorney to the Village Administrator, the Village Administrator will share the response with the Village President and Board of Trustees.
4. A Village Trustee may contact the Village Attorney directly, after discussion with the Village President, if the Village Trustee believes he or she has a conflict of interest in a matter involving the Village, including a matter that will, or may be, considered by the Village President and Board of Trustees at a future meeting. Once a determination is made on the conflict, the determination shall be shared by the Village President with the Board of Trustees either at an open meeting or via written communications.
5. A Village Trustee may contact the Village Attorney directly if the Village Trustee has an urgent question or concern that must be immediately addressed by the Village Attorney and/or cannot wait for the Village Administrator or Village President to handle as set forth in Paragraph 3 above.



Village of River Forest

Village Administrator's Office

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

MEMORANDUM

Date: May 18, 2017

To: Catherine Adduci, Village President
Village Board of Trustees

From: Eric J. Palm, Village Administrator

Subj: OPRF Community Foundation Leadership Lab

The Oak Park-River Forest Community Foundation Community Works Program created several different initiatives such as "Success of All Youth" as well as "PlanItGreen." In addition to those two programs there was a partnership with Dominican University to create a community leadership program. The Village has sent individuals through this program in the past. The program was on hiatus last year and has been retooled and a new "Leadership Lab" program will commence this fall. At the recommendation of the Village President, new Trustees Henek and Vazquez will participate in the cohort.

Although not specifically budgeted, adequate fund reserves exist to pay the tuition for each participant (\$2,000 each) and are within the spending authority of the Village Administrator. Attached please find information about the program.

There is no specific Village Board action required. Thank you.

Attachment

What professional development brings to your company



Done.

Employees are one of the greatest assets a company has. Professional development helps employees broaden their skills while also providing a network of support and community exposure that enhances the value an employee brings back to their organization.

ENHANCE employee value

- Your employee will gain and refine transferable skills, improving his/her performance, and benefitting your industry or sector and professional community at large.
- Skills include: mediation and conflict resolution • public speaking • collecting and analyzing data to drive decisions • cultivating personal leadership style • and more...



Done.

BUILD professional partnerships

- Your employee will practice strategies for creative partnerships, and build relationships with emerging and current leaders from a variety of backgrounds and disciplines. This new network will educate others about, and garner support for, your business or organization.



And, done.

EXPAND philanthropic goals

- Your employee will become an expert of the community. He/she will be able to identify opportunities for cross-sector solutions that benefit your business or organization and aim to solve larger community problems.
- Your organization will nourish community involvement and local, collaborative initiatives. This support will be marketed via program communications such as social media, website pages, printed programs, and public presentations.

Employees meet one Friday per month, for ten months.
With your full sponsorship of \$2000 tuition, \$200 is tax-deductible.

How can you sponsor an employee? Find out more:

oprfcf.org/leadership-lab

csummy@oprfcf.org • 708-848-1560



a member of the Oak Park-River Forest
Community Foundation family



BUILD Leadership Skills

Learn the state of our community now, who is doing what, and what the emerging issues of our time are, while building and practicing transferable, valuable leadership skills in a unique, hands-on curriculum.

Participate in teams to develop projects that aim to benefit our community

Join a diverse roster of area business, government, and social-impact organization professionals

GROW Your Network

We bring together committed citizens and emerging and current leaders, to explore and assess the strengths and opportunities in our community, and to engage all in solutions that benefit Oak Park, River Forest, and the surrounding area.



LEAD Our Community

Take the lead. Fill out and submit the online application at www.oprfcf.org

QUESTIONS?
Email Carrie at csummy@oprfcf.org
708-848-1560

Apply today to take part in the 2017-18 leadership program



2017

SEP | 08 **Orientation** | 1:00 - 5:00 pm
FRIDAYS **Class Sessions** | 8:30 am - 3:30 pm

Emerging Priorities

Acquired Skills

OCT	13	INTRODUCTION TO COMMUNITY LEADERSHIP	Defining your leadership style; how to apply it
NOV	03	THRIVING, RESILIENT & SUSTAINABLE COMMUNITIES	Understanding interconnectedness between different sectors
DEC	08	HEALTHY COMMUNITIES: HEALTH & HUMAN SERVICES	Crisis intervention, resource mobilization, compassion & empathy



2018

JAN	12	CRADLE TO CAREER: EDUCATION & YOUTH DEVELOPMENT	Community visioning, advocacy and mobilization
FEB	09	PUBLIC SERVICE SECTOR & VILLAGE GOVERNMENTS	Roles of nonprofit Boards, fundraising and volunteerism
MAR	09	DIVERSITY / MULTI-CULTURALISM	Mediation building; consensus & trusting relationships
APR	13	BUSINESS: CREATIVE PARTNERSHIPS	Innovative strategies for partnerships and collaboration
MAY	11	USING DATA TO INSPIRE ACTION	Collecting, analyzing & communicating your data
JUN	08	MAKING A DIFFERENCE	Articulating your argument; developing personal plans
JUN	08	Graduation 3:30 pm	



Leadership LAB

a member of the Oak Park-River Forest Community Foundation family

[f /leadershiplaboprfr](https://www.facebook.com/leadershiplaboprfr)
[in OPRFCFLeadershipLab](https://www.linkedin.com/company/OPRFCFLeadershipLab)

Together, we will gain valuable insights into how our community works, and will create stronger, more engaged leaders in a thriving and vibrant community.

a member of the Oak Park-River Forest Community Foundation family



Leadership LAB

Build Leadership Skills. Grow Your Network. Lead Our Community.

Course Description

Mentor-guided community panels, comprised of experts and leaders from local businesses, nonprofits, and village government, will offer their unique perspective on the current successes and challenges we face as a community. Professional moderators and speakers will challenge participants to identify and refine the priorities heard throughout the day, and to discover and envision solutions. The Course Mentor will guide participants through this learning process, will inspire participants to THINK BIG about their effect in our community, and will help participants develop a personal plan for making a difference.

As an important experiential learning tool of the program, participants will work in small groups "in-the-field," such as community tours and volunteer work, and will collaborate on group presentations. Presentations will demonstrate the participants' understanding of a community issue, with well-formulated ideas on how to tackle the problem. Final presentations will be presented at graduation to a public audience.

Course Participant Expectations

Program participants meet one Friday per month for ten months, and may have 2-4 hours additional reading or outside presentation work per month.

Participants should attend all sessions, as able. Missing more than two classes will affect graduation from the program. Refunds are not available for missed classes or cancellations.

Upon completion of the course, ideal participants will:

- Apply their leadership skills to the long-term benefit of Oak Park, River Forest, and surrounding areas by taking on an active role to serve our community. For example, in key volunteer positions or professional services, such as a Board membership, or offering pro-bono services.
- Contribute to the growing, broadened network of committed citizens and emerging leaders across community sectors. For example, support other cohort members' initiatives and passions with time and/or resources.
- Be an active member of the Leadership Lab Alumni Circle.

Contact:
csummy@oprfcf.org

Take the Lead. Apply today.
www.oprfcf.org