



PUBLIC NOTICE

IN ACCORDANCE WITH THE APPLICABLE STATUTES OF THE STATE OF ILLINOIS AND ORDINANCES OF THE CITY OF PROSPECT HEIGHTS, NOTICE IS HEREBY GIVEN THAT

**THE CITY COUNCIL WORKSHOP MEETING
OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS
WILL BE HELD ON MONDAY, OCTOBER 11, 2021 AT 6:30 P.M.**

**IN THE COUNCIL CHAMBERS, PROSPECT HEIGHTS CITY HALL,
8 NORTH ELMHURST ROAD, PROSPECT HEIGHTS, ILLINOIS
MAYOR NICHOLAS J. HELMER PRESIDING**

THIS MEETING WILL BE STREAMED LIVE ON THE FOLLOWING CABLE CHANNELS: COMCAST AND WOW CHANNEL 17 AND AT&T U-VERSE CHANNEL 99 AND SIMULCAST ON ZOOM. IT WILL ALSO BE RECORDED AND TELEVISED AT A LATER DATE ON COMCAST AND WOW CHANNEL 17 AND AT&T U-VERSE CHANNEL 99

**ATTENDEES WHO WISH TO SPEAK ON AGENDA OR NON-AGENDA ITEMS MAY FILL-OUT A REQUEST TO SPEAK FORM AND SUBMIT TO THE CITY CLERK.
THERE IS A FIVE MINUTE TIME LIMIT FOR SPEAKERS.**

**DURING WHICH MEETING IT IS ANTICIPATED THERE WILL BE DISCUSSION AND CONSIDERATION OF AND, IF SO DETERMINED, ACTION UPON
THE MATTERS CONTAINED IN THE FOLLOWING:**

- 1. CALL TO ORDER AND ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF MINUTES**
 - A. September 27, 2021 Regular City Council Meeting Minutes**
 - B. September 13, 2021 Executive Session Regular City Council Workshop Minutes**
- 4. PRESENTATIONS**
- 5. APPOINTMENTS/CONFIRMATIONS AND PROCLAMATIONS**

6. **PUBLIC COMMENT ON AGENDA MATTERS (*Five Minute Time Limit*)**
(Citizens are asked to identify the agenda item they would like to address and will be provided the opportunity to speak to the issue after its presentation and before City Council action)
7. **STAFF, ELECTED OFFICIALS, and COMMISSION REPORTS**
9. **CONSENT AGENDA** - All items listed on the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from the general order of business and considered after all other Agenda items.
 - A. **R-21-31** Staff Memo and Resolution Approving Bid and Contract for Public Works Universal Sidewalk Machine Purchase Thru the SourceWell Government/Municipal Purchasing Agreement Program from Atlas Bobcat for a Cost Not to Exceed \$41,000
 - B. **R-21-32** Staff Memo and Resolution Authorizing the Award of a Contract for Asphalt Patching in Multiple Areas of the City with the Lowest Competitive Bidder, Schroeder Asphalt Services, Inc., Through the Municipal Partnering Initiative (MPI) Program for an Amount Not to Exceed \$42,445.48
 - C. **R-21-33** Staff Memo and Resolution Authorizing a Professional Services Agreement with SAFEbuilt Illinois, LLC to provide Plumbing Inspection and Plan Review Services
10. **OLD BUSINESS**

None
11. **NEW BUSINESS**
 - A. **O-21-24** Staff Memo and Ordinance Granting a Side Yard Setback Variation for the Property at 303 W. Willow Road, Prospect Heights, Illinois **(First Reading)**
 - B. **O-21-25** Staff Memo and Ordinance Approving a Special Use Permit to Allow a Sit Down Restaurant at 1311 N. Rand Road, Arlington Heights, IL - Sue's **(First Reading)**
 - C. **O-21-26** Letter of Request and Ordinance Increasing the Number of Class C-3 Liquor Licenses (beer and wine only with reduced hours) from 4 to 5 at the Request of Sue's, 1311 N Rand Road, Arlington Heights. **(First Reading)**
12. **DISCUSSION TOPICS FOR THIS WORKSHOP MEETING:**
 - A. Request by City Treasurer Tibbits for Examination of Lake Michigan Water Service for City
13. **APPROVAL OF WARRANTS**
 - A. Approval of Expenditures

This meeting will be recorded and made available on Cable Channel 17, Prospect Heights Television, and our PHTV YouTube Channel via a link on the City website

General Fund	\$100,086.33
Motor Fuel Tax Fund	\$0.00
Palatine/Milwaukee Tax Increment Financing District	\$0.00
Tourism District	\$1,953.49
Development Fund	\$0.00
Drug Enforcement Agency Fund	\$2,056.00
Solid Waste Fund	\$28,705.00
Special Service Area #1	\$0.00
Special Service Area #2	\$0.00
Special Service Area #3	\$0.00
Special Service Area #4	\$0.00
Special Service Area #5	\$0.00
Special Service Area #8 – Levee Wall #37	\$0.00
Special Service Area-Constr #6 (Water Main)	\$0.00
Special Service Area- Debt #6	\$0.00
Capital Improvements	\$139,814.00
Palatine Road Tax Increment Financing District	\$0.00
Road Construction	\$0.00
Road Construction Debt	\$0.00
Water Fund	\$2,766.59
Parking Fund	\$153.35
Sanitary Sewer Fund	\$49.53
Road/Building Bond Escrow	\$8,838.00
TOTAL	\$284,422.29

This meeting will be recorded and made available on Cable Channel 17, Prospect Heights Television, and our PHTV YouTube Channel via a link on the City website

<u>Wire Payments</u>	
09/24/2021 PAYROLL	\$179,418.16
TOTAL WARRANT	\$463,840.45

14. **PUBLIC COMMENT ON NON-AGENDA MATTERS (*Five Minute Time Limit*)**
15. **EXECUTIVE SESSION**
16. **ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED**
17. **ADJOURNMENT**

Posted by 5:00 PM, October 7, 2021

INSTRUCTIONS TO VIEW THE ZOOM SIMULCAST

FOR ZOOM VIDEO

Join by Cell Phone, Tablet, or Computer: <https://us02web.zoom.us/j/82038594958>

Meeting ID: **820 3859 4958**

FOR ZOOM AUDIO ONLY

Join by Phone: 1-312-626-6799

Meeting ID: **820 3859 4958**

Please use your legal name. Any use of inappropriate names may result in ejection from the meeting. The meeting will open 10 minutes before the posted start time. Please join the meeting at least 5 minutes prior to start of meeting. Participants are automatically muted. Items for Public Comment may be emailed to kschultheis@prospect-heights.org by 4:30pm on the day of the meeting to be read at the meeting.

This meeting will be recorded and made available on Cable Channel 17, Prospect Heights Television, and our PHTV YouTube Channel via a link on the City website



City of Prospect Heights

Department of Public Works

401 Piper Lane, Prospect Heights Illinois, 60070-6070

Office: 847/398-6070 x 264 -FAX: 847/459-0618

www.prospect-heights.il.us

MEMORANDUM

Date: 9/30/2021
To: Joe Wade
Cc: Peter Falcone
From: Mark W. Roscoe, Director of Public Works
Subject: Sidewalk Plow / Universal machine Capital Purchase

Joe,

In the budget for this fiscal year is \$65,000 for the purchase of sidewalk clearing equipment.

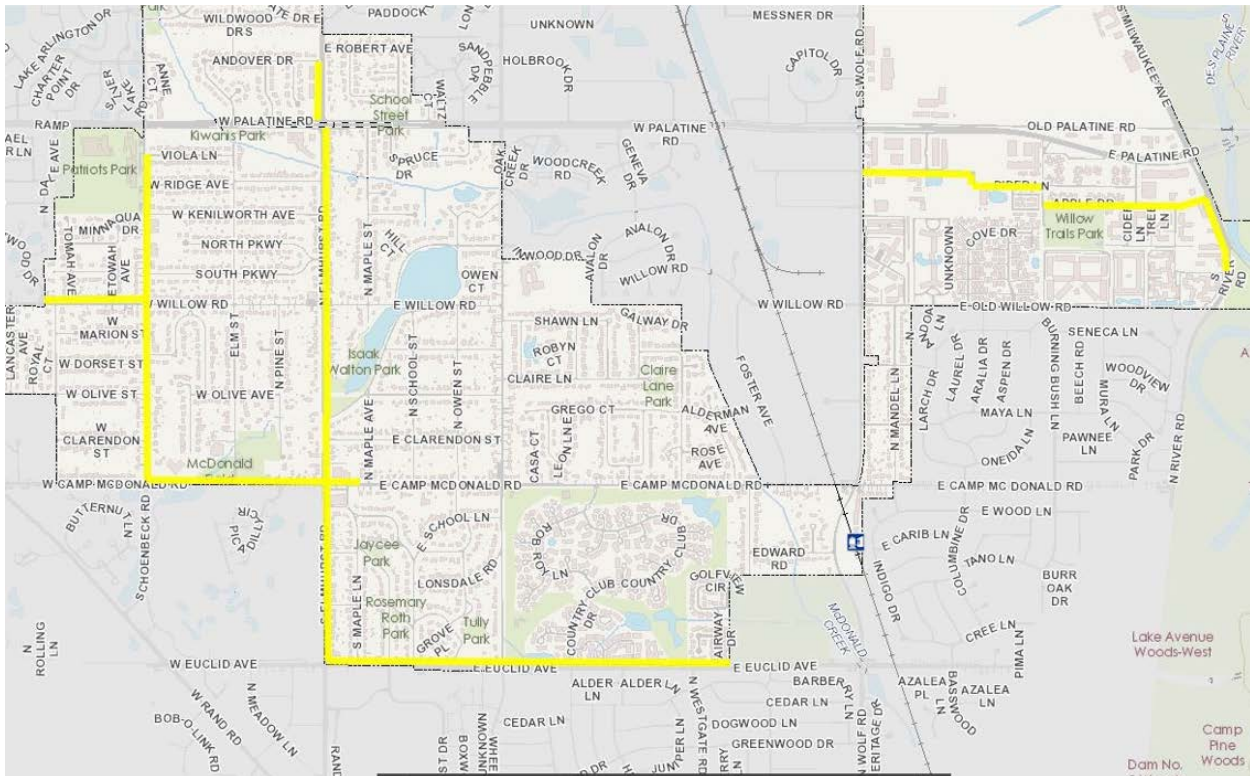
After reviewing each quote comparing equipment, service, reliability reports, and price, I recommend the purchase of the Bobcat L23 Small Articulated Loader with snow blower and accessories. We clear approximately 5.8 miles of sidewalk during winter months and this unit is the best suited choice for the City. The L23 model is versatile and will be used in all seasons for different tasks. Public Works has multiple attachments for our S70 Bobcat that will also work on this unit. This unit is currently manufactured in the USA.

There are a couple equipment options that were not part of the original quote and I expect that will be around \$4,000. With the supply chain slow down we still expect delivery in early January 2022. The pricing is quoted on the Awarded Discount Contract thru the SourceWell Government/Municipal Agreement #040319-CEC. Our local vendor is Atlas Bobcat based in Elk Grove Village. I am asking for approval to purchase this Public Works machine with accessories not to exceed \$41,000.

Thank You,

Mark W. Roscoe

Mark W. Roscoe
Director of Public Works
City of Prospect Heights
847-398-6070 x 264



Sidewalks we plow are highlighted.

- Elmhurst Road (East Side) Euclid north to Palatine Road
- Elmhurst Road (West Side) Palatine Road to Andover Drive
- Schoenbeck Road (East Side) Camp McDonald Road to Viola Lane
- Willow Road (North Side) Russet Wood Drive to Schoenbeck Road
- Willow Road (North Side) Wolf Road to River Road
- Camp McDonald Road (North Side Only) Schoenbeck Road to Police Station
- Euclid Avenue (North Side) Elmhurst Road to Fairway Drive
- Apple Lane (North Side Only) Milwaukee Ave West to Wolf Road
- Piper Lane (South Side) Wolf Road to Milwaukee Ave
-



Resolution R-21-31
A Resolution Approving Bid and Contract for Public Works Vehicle

WHEREAS, the City of Prospect Heights solicited bids for a sidewalk clearing / universal machine; and

WHEREAS, the City Council of the City of Prospect Heights finds that the lowest responsible bid is from Sourcewell Awarded Discount Contract --formerly NJPA National Joint Powers Alliance- purchasing contract 040319-CEC thru Atlas Bobcat for a cost of \$37,321.00 and not to exceed \$41,000.00;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Prospect Heights, Cook County, Illinois as follows:

Section One: That the contract (attached hereto as Exhibit A) with Atlas Bobcat for one L23 Bobcat with accessories is hereby approved and accepted.

Section Two: That the Mayor, or his designee, is authorized to take all necessary steps to implement this Resolution.

Section Three: That this Resolution shall be in full force and effect from and after its passage and approval as required by law.

PASSED AND APPROVED this 11th day of October, 2021.

Nicholas J. Helmer, Mayor

ATTEST:

City Clerk

AYES:

NAYES:

ABSENT:

Exhibit A

Contract with Atlas Bobcat



Product Quotation

Quotation Number: 38295D038419

Date: 2021-09-30 12:45:24

ATTN: Mark Roscoe
A

Ship to	Bobcat Dealer	Bill To
City of Prospect Heights Attn: Mark Roscoe 401 Piper Ln Prospect Heights, IL 60070 Phone: (847) 553-5737 Fax: (847) 459-0618 Email: mroscoe@prospect- heights.org	Atlas Bobcat, Elk Grove Village, IL 1160 MCCABE AVE ELK GROVE VILLAGE IL 60007 Phone: (847) 678-3633 Fax: (847) 678-3587 ----- Contact: Todd Swartz Phone: 847-678-3633 Fax: 847-678-3587 Cellular: 847-529-1191 E Mail: tswartz@atlasbobcat.com	City of Prospect Heights Attn: Mark Roscoe 401 Piper Ln Prospect Heights, IL 60070 Phone: (847) 553-5737 Fax: (847) 459-0618

Description	Part No	Qty	Price Ea.	Total
Bobcat L23 Small Articulated Loader 24.8 HP Tier 4 Diesel Engine Standard Lift Arm (Non-Telescopic) Auxiliary Hydraulics: Variable Flow 12 GPM Articulation Lock Bar Backup Alarm Bob-Tach Operator Interlock Control System - Integrated in Left Arm Rest Controls: Forward & Reverse foot pedals with joystick controlled workgroup functions & variable control switches for auxiliary hydraulics Engine/Hydraulic Systems Shutdown Glow Plugs (Automatically Activated) Horn Instrumentation: Engine Temperature & Fuel Gauges, Hourmeter, RPM and Warning Lights	M1401	1	\$26,789.00	\$26,789.00
	Lift Arm Support Device LED Work Lights, 2-Front & 1-Rear Operator Canopy: Cup holder, Adjustable Suspension Seat, Retractable Seat Belt Roll Over Protective Structure (ROPS) meets ISO 3471 Falling Object Protective Structure (FOPS) meets ISO 3449, Level I Parking Brake: Spring Applied, Pressure Released (SAPR) Tires: 8 Ply 23-10.50x12 Turf (47" wide) Warranty: 1 year, or Unlimited hours whichever occurs first			
Heated Cab Comfort Package Heated enclosed cab wiper / washer	M1401-P01-C02	1	\$2,366.00	\$2,366.00
	heated suspension seat block heater			
Power Bob-Tach	M1401-R06-C02	1	\$879.00	\$879.00
23X8.50-12 TRACTOR	M1401-R09-C06	1	\$298.00	\$298.00
Radio	M1401-R26-C02	1	\$426.00	\$426.00
Traction Assist	M1401-R60-C02	1	\$718.00	\$718.00
Beacon Kit	7352330	1	\$455.00	\$455.00
Attachment Control Kit	7352044	1	\$699.00	\$699.00
Snow Blower 26X48	M7053	1	\$4,117.00	\$4,117.00
--- MOTOR PACKAGE 80CC (13-17 gpm)	M7053-R01-C02	1	\$574.00	\$574.00

Total of Items Quoted	\$37,321.00
Quote Total - US dollars	\$37,321.00

Notes:

Discount per the Sourcwell - NJPA Contract #040319-CEC. Effective thru 05-31-2023

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.
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SPECIFICATIONS

L23



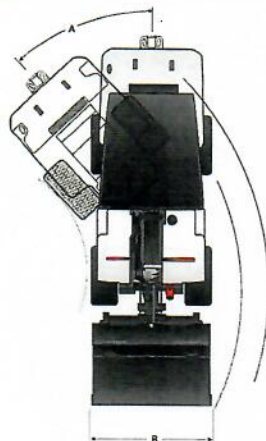
L28



BOTH MODELS



FRONT VIEW



ARTICULATION

Attachment



Model	L23	L28
Performance		
Rated Operating Capacity (ROC) Straight - 50% of Tip Load	1395 lb. (633 kg)	1534 lb. (696 kg) Ext 888 lb. (402 kg)
Rated Operating Capacity (ROC) Articulated - 50% of Tip Load	1159 lb. (525 kg)	1222 lb. (554 kg) Ext 712 lb. (323 kg)
Tipping Load (straight)	2789 lb. (1265 kg)	3068 lb. (1391 kg) Ext 1775 lb. (805 kg)
ROC Straight With Optional Counterweight	1815 lb. (823 kg)	1952 lb. (885 kg) Ext 1149 lb. (521 kg)
ROC Articulated With Optional Counterweight	1471 lb. (667 kg)	1475 lb. (669 kg) Ext 884 lb. (401 kg)
Tipping Load (straight) With Optional Counterweight	3629 lb. (1646 kg)	3904 lb. (1771 kg) Ext 2297 lb. (1042 kg)
J - Height to Bucket Hinge Pin	85.4 in. (2169 mm)	104.3 in. (2650 mm)
K - Reach at Maximum Height	16.8 in. (427 mm)	30.9 in. (785 mm)
Size and Speed		
Operating Weight	3790 lb. (1719 kg)	4195 lb. (1903 kg)
Weight With Add-On Counterweight	4260 lb. (1932 kg)	4710 lb. (2136 kg)
Travel Speed	8.2 mph (13.2 km/hr.)	8.3 mph (13.4 km/hr.)
Engine		
	Tier 4	Tier 4
Horsepower	24.8 hp (18.5 kW)	24.8 hp (18.5 kW)
Fuel Tank Capacity	9.6 gal (36.2 L)	9.6 gal (36.2 L)
Type	Diesel	Diesel
Uptime Protection		
Machine Shutdown Protection	Std	Std
Hydraulic System		
Auxiliary Standard Flow	12.1 gpm (45.8 L/min.)	12.1 gpm (45.8 L/min.)
System Relief at Quick Couplers	2900 psi (20 MPa)	2900 psi (20 MPa)
Dimensions		
F - Cab Height	78.1 in. (1983 mm)	78.1 in. (1983 mm)
E - Width Without Attachment	43.2 in. (1097 mm)	46.5 in. (1181 mm)
B - Standard Bucket Width	44.0 in. (1118 mm)	50.0 in. (1270 mm)
H - Length Without Attachment	93.2 in. (2367 mm)	93.2 in. (2367 mm)
I - Length With Standard Bucket	122.4 in. (3109 mm)	122.4 in. (3109 mm)
C - Max. Reach	21.0 in. (535 mm)	44.6 in. (1135 mm)
G - Wheelbase	47.2 in. (1200 mm)	47.2 in. (1200 mm)
A - Articulation Angle	43°	43°
D - Ground Clearance	5.5 in. (140 mm)	5.5 in. (140 mm)
Ground Clearance at Articulation Joint	7.8 in. (198 mm)	7.8 in. (198 mm)
Machine Width with Tires		
Tractor: 23 x 5.70 - 12	38.9 in. (990 mm)	-
Tractor: 23 x 8.50 - 12	42.9 in. (1091 mm)	42.9 in. (1091 mm)
Tractor: 26 x 12.00 - 12	-	51.0 in. (1297 mm)
Turf: 23 x 8.50 - 12	43.2 in. (1097 mm)*	43.2 in. (1097 mm)
Turf: 23 x 10.50 - 12	46.4 in. (1180 mm)	46.4 in. (1180 mm)*
Turf: 26 x 12.00 - 12	-	51.5 in. (1308 mm)
Safety Equipment		
Operator Interlock Control System (incorporated in left armrest)	Std	Std
ROPS/FOPS Approved (Roll Over Protection Structure/Falling Object Protection Structure)	Std	Std
Fully Retractable Seat Belt	Std	Std
Machine Features		
Heated Cab With Heated Seat & Block Heater	Opt	Opt
Adjustable Suspension Seat	Std	Std
Cup Holder	Std	Std
Backup Alarm & Horn	Std	Std
Parking Brake	Std	Std
Radio	Opt	Opt
Spark Arrestor Muffler	Std	Std
LED Worklights	Std	Std
Rotating Flashing Beacon or Strobe	Opt	Opt
Road Lights With Tail Lights, Turn Signals & 4-Way Flashers	Opt	Opt
Traction Assist	Opt	Opt
Purifier Muffler	Opt	Opt
Features for Attachments		
Bob-Tach Attachment System	Std	Std
Power Bob-Tach System	Opt	Opt
Auxiliary Hydraulics	Std	Std

*Standard tires



City of Prospect Heights

Department of Engineering
8 North Elmhurst Road, Prospect Heights Illinois, 60070-6070
Office: 847/398-6070 x 210-FAX: 847/590-1854
www.prospect-heights.il.us

October 4, 2021

Mr. Joe Wade, City Administrator
City of Prospect Heights
8 N. Elmhurst Road
Prospect Heights, Illinois 60070

Re: Roadway Patching
MPI Bid Recommendation

Dear Mr. Wade:

Our office has worked with the Public Works department to solicit the attached quote from Schroeder Asphalt Services for asphalt patching in the City.

Schroeder Asphalt Services was the low bidder in the 2021 Municipal Partnering Initiative (MPI) Asphalt Patching bidding coordinated through the Village of Glenview. The City of Prospect Heights proposal is based on Municipal Partnering Initiative pricing. Schroeder has performed similar work in the City previously and has the experience and equipment required to complete the work in a timely and workmanlike fashion.

City Engineering and Public Works Staff assessed street surface locations that are not anticipated to make it through the winter season.

We recommend that the City Council authorize the award of a contract with Schroeder Asphalt Services, Inc. for asphalt patching in an amount not to exceed \$42,445.48.

Please feel free to contact me with any questions or comments.

Sincerely,

Patrick J. Glenn, P.E.
City Engineer

encl: Schroeder Asphalt Services Quote

cc: Mark Roscoe, Public Works Director



Quote To: PROSPECT HEIGHTS

Phone:

Fax:

Contact: MARK R.

Job Name: PATCHING

Date of Plans:

Proposal # P21781

Estimator: KYLE JOUSTRA

Date: 10/1/2021

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	CLASS D PATCH, TYPE IV, 2.5" N50 SURFACE	592.00	SY	43.75	25,900.00
20	CLASS D PATCH, TYPE III, 5" N50 BINDER / SURFACE	18.00	SY	100.00	1,800.00
30	CLASS D PATCH, TYPE IV, 5" N50 BINDER / SURFACE	87.00	SY	95.00	8,265.00
40	10" UNDER CUT USING FABRIC & CA6	24.17	CY	144.00	3,480.48
50	MOBILIZATION	1.00	LS	1,350.00	1,350.00
60	TRAFFIC CONTROL & PROTECTION	1.00	LS	1,650.00	1,650.00
GRAND TOTAL					\$42,445.48

NOTES:

Bonds, permits and testing are not included.

Staking, surveying and layout are by others.

All work completed in one (1) complete mobilization.

Binder and surface courses to be installed in same day mobilization.

Proposal is valid for 30 days. After 30 days, prices cannot be guaranteed and need to be verified due to market conditions.

Adjustment of structures are by others.

Payment terms to be agreed upon prior to start of work.

All work based on 2021 construction season.

2021 MPI Asphalt Patching Results

Schroeder Asphalt Services						Brothers Asphalt		Chicagoland Paving		
Line Item	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	
1	Class D Patches, Type I, 3 In	SY	200	\$ 32.00	\$6,400.00	\$ 25.00	\$5,000.00	\$ 35.00	\$7,000.00	
2	Class D Patches, Type II, 3 In	SY	570	\$ 26.00	\$14,820.00	\$ 25.00	\$ 14,250.00	\$ 35.00	\$19,950.00	
3	Class D Patches, Type III, 3 In	SY	1200	\$ 25.75	\$30,900.00	\$ 25.00	\$ 30,000.00	\$ 35.00	\$42,000.00	
4	Class D Patches, Type IV, 3 In	SY	28800	\$ 22.90	\$659,520.00	\$ 23.00	\$ 662,400.00	\$ 25.00	\$720,000.00	
Base Bid Total:					\$711,640.00	\$711,650.00		\$788,950.00		

2021 Patching Bid Tab Break Down By Municipality																			
Item No.	Items	MPI Total with Chicagoland's																	
		Prices				Golf		Round Lake Beach		Lincolnshire		Riverwoods		Volo		North Chicago		Lakemoor	
		Unit	Quantity	Unit Price	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Type 1, Class D Patches - (3" Depth)	SY	200	\$ 35.00	\$ 7,000.00	0	\$ -	0	\$ -	0	\$ -	200	\$ 7,000.00	0	\$ -	0	\$ -	0	\$ -
2	Type2, Class D Patches - (3" Depth)	SY	570	\$ 35.00	\$ 19,950.00	20	\$ 700.00	150	\$ 5,250.00	0	\$ -	200	\$ 7,000.00	0	\$ -	0	\$ -	200	\$ 7,000.00
3	Type 3, Class D Patches - (3" Depth)	SY	1200	\$ 35.00	\$ 42,000.00	100	\$ 3,500.00	250	\$ 8,750.00	350	\$ 12,250.00	200	\$ 7,000.00	0	\$ -	0	\$ -	300	\$ 10,500.00
4	Type 4, Class D Patches - (3" Depth)	SY	28800	\$ 25.00	\$ 720,000.00	200	\$ 5,000.00	1400	\$ 35,000.00	1300	\$ 32,500.00	200	\$ 5,000.00	300	\$ 7,500.00	24000	\$ 600,000.00	1400	\$ 35,000.00
Bidder's Proposal					\$ 788,950.00	\$ 9,200.00		\$ 49,000.00		\$ 44,750.00		\$ 26,000.00		\$ 7,500.00		\$ 600,000.00		\$ 52,500.00	

		MPI Total with Brothers																	
		Asphalt Paving				Golf		Round Lake Beach		Lincolnshire		Riverwoods		Volo		North Chicago		Lakemoor	
		Unit	Quantity	Unit Price	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Type 1, Class D Patches - (3" Depth)	SY	200	\$ 25.00	\$ 5,000.00	0	\$ -	0	\$ -	0	\$ -	200	\$ 5,000.00	0	\$ -	0		0	\$ -
2	Type2, Class D Patches - (3" Depth)	SY	570	\$ 25.00	\$ 14,250.00	20	\$ 500.00	150	\$ 3,750.00	0	\$ -	200	\$ 5,000.00	0	\$ -	0		200	\$ 5,000.00
3	Type 3, Class D Patches - (3" Depth)	SY	1200	\$ 25.00	\$ 30,000.00	100	\$ 2,500.00	250	\$ 6,250.00	350	\$ 8,750.00	200	\$ 5,000.00	0	\$ -	0		300	\$ 7,500.00
4	Type 4, Class D Patches - (3" Depth)	SY	28800	\$ 23.00	\$ 662,400.00	200	\$ 4,600.00	1400	\$ 32,200.00	1300	\$ 29,900.00	200	\$ 4,600.00	300	\$ 6,900.00	24000	\$ 552,000.00	1400	\$ 32,200.00
Bidder's Proposal					\$ 711,650.00	\$ 7,600.00		\$ 42,200.00		\$ 38,650.00		\$ 19,600.00		\$ 6,900.00		\$ 552,000.00		\$ 44,700.00	

		MPI Total with Schroeder																	
		Asphalt Services				Golf		Round Lake Beach		Lincolnshire		Riverwoods		Volo		North Chicago		Lakemoor	
		Unit	Quantity	Unit Price	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Type 1, Class D Patches - (3" Depth)	SY	200	\$ 32.00	\$ 6,400.00	0	\$ -	0	\$ -	0	\$ -	200	\$ 6,400.00	0	\$ -	0	\$ -	0	\$ -
2	Type2, Class D Patches - (3" Depth)	SY	570	\$ 26.00	\$ 14,820.00	20	\$ 520.00	150	\$ 3,900.00	0	\$ -	200	\$ 5,200.00	0	\$ -	0	\$ -	200	\$ 5,200.00
3	Type 3, Class D Patches - (3" Depth)	SY	1200	\$ 25.75	\$ 30,900.00	100	\$ 2,575.00	250	\$ 6,437.50	350	\$ 9,012.50	200	\$ 5,150.00	0	\$ -	0	\$ -	300	\$ 7,725.00
4	Type 4, Class D Patches - (3" Depth)	SY	28800	\$ 22.90	\$ 659,520.00	200	\$ 4,580.00	1400	\$ 32,060.00	1300	\$ 29,770.00	200	\$ 4,580.00	300	\$ 6,870.00	24000	\$ 549,600.00	1400	\$ 32,060.00
Bidder's Proposal					\$ 711,640.00	\$ 7,675.00		\$ 42,397.50		\$ 38,782.50		\$ 21,330.00		\$ 6,870.00		\$ 549,600.00		\$ 44,985.00	

Mark Roscoe

Subject:

Road Patch contract- HMA Patching- Agend Item

Attachments:

4755.000 2021 HMA Patching Recommendation 2021-10-04.pdf

400 Block of Hillcrest Dr.

Elaine Circle East Culvert crossing

Mars Place at Elmhurst Road

Mars Place at Elm Street

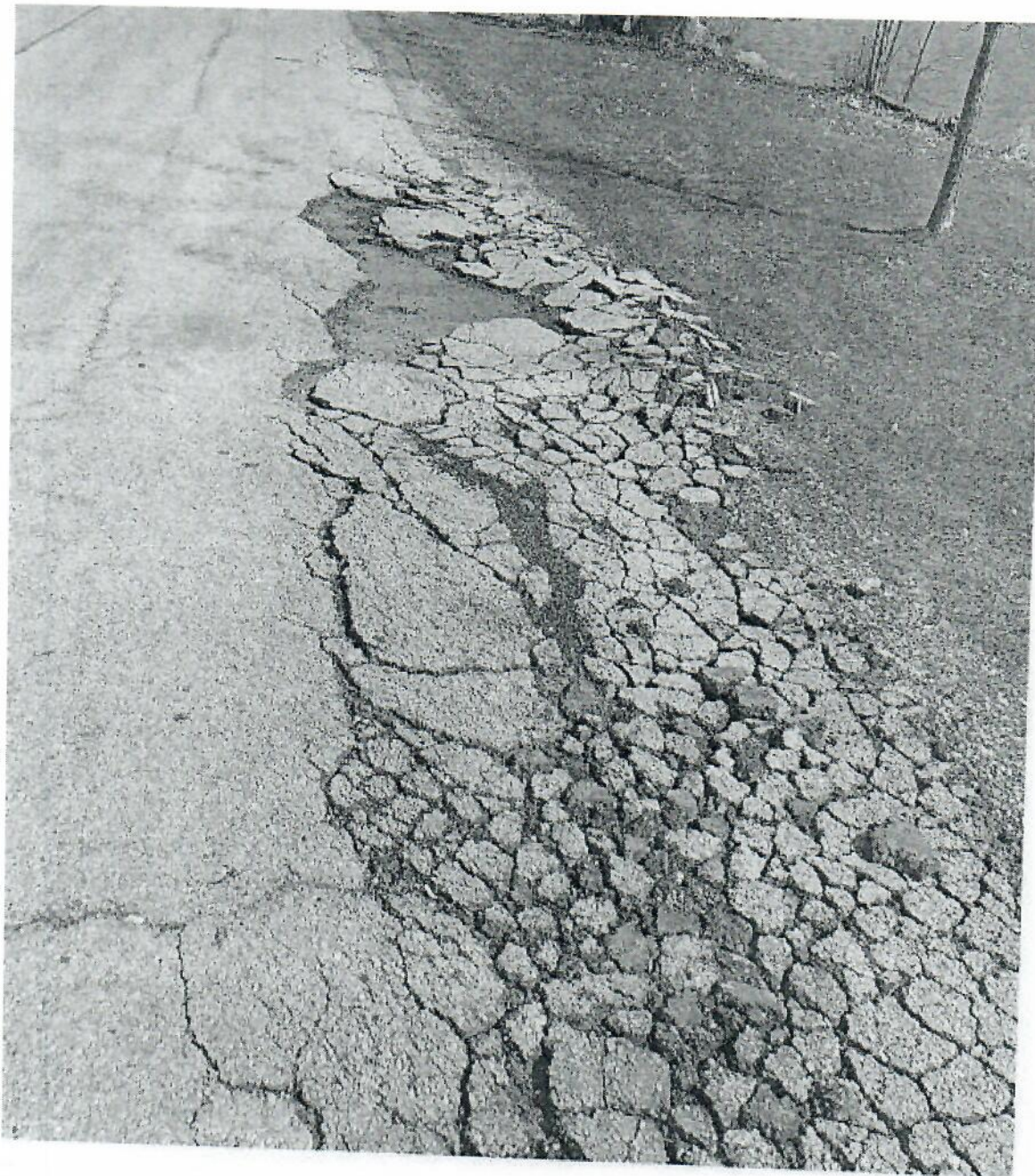
Compton Lane at Elm Street

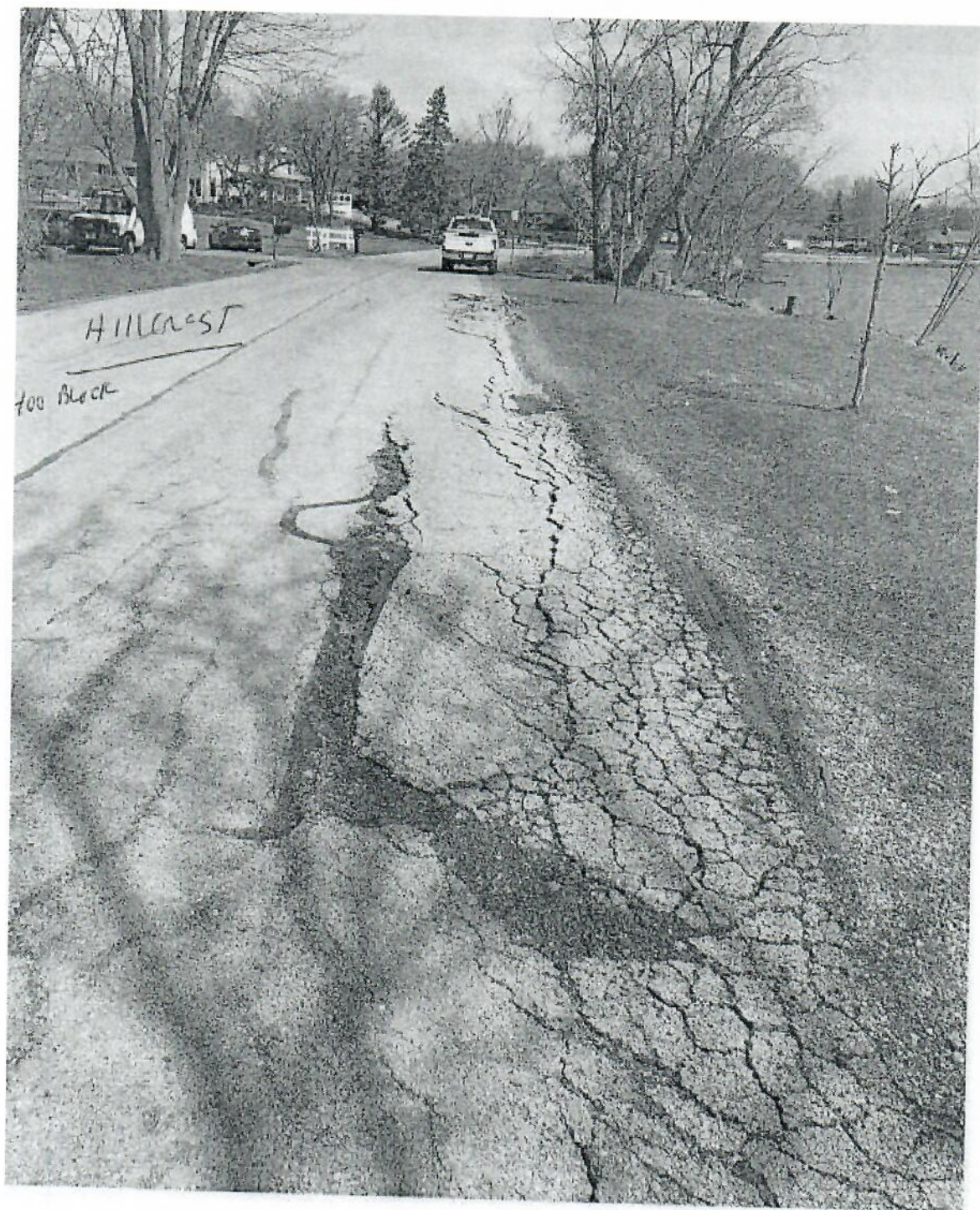
Hawthorne Place –Between Elmhurst and Elm St.











Mark W. Roscoe

Mark W. Roscoe
Director of Public Works
City of Prospect Heights
847-398-6070 x 264

Resolution R-21-32

A Resolution Authorizing the Award of a Contract for Asphalt Patching with Schroeder Asphalt Services, Inc., Through the Municipal Partnering Initiative (MPI) Program for an Amount Not to Exceed \$42,445.48

WHEREAS, the City of Prospect Heights is a member of the Municipal Partnering Initiative (MPI) program which allows municipalities to work together and utilize the power of bulk purchasing to solicited the most competitive bids for municipal services and commodities; and

WHEREAS, the Municipal Partnering Initiative (MPI) program solicited bids for municipal asphalt patching services with Schroeder Asphalt Services, Inc., submitting the lowest competitive bid; and

WHEREAS, The City Engineer and Public Works Staff have assessed street surface locations that are not anticipated to make it through the winter season and recommend the City Council authorize the award of a contract with Schroeder Asphalt Services, Inc. for asphalt patching in an amount not to exceed \$42,445.48;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Prospect Heights, Cook County, Illinois as follows:

Section One: That the contract (attached hereto as Exhibit A) with Schroeder Asphalt Services, Inc. is hereby approved and accepted.

Section Two: That the Mayor, or his designee, is authorized to take all necessary steps to implement this Resolution.

Section Three: That this Resolution shall be in full force and effect from and after its passage and approval as required by law.

PASSED AND APPROVED this 11th day of October, 2021.

ATTEST:

Nicholas J. Helmer, Mayor

City Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Exhibit A

Contract with Schroeder Asphalt Services, Inc.

REQUEST FOR BIDS

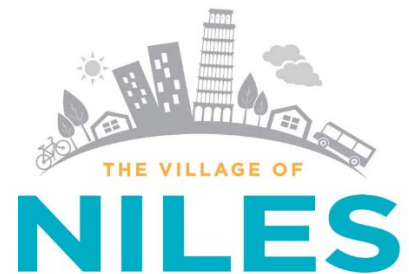
RFB # 220008

BID DOCUMENTS AND SPECIFICATIONS

ASPHALT PATCHING SERVICES

FOR THE MUNICIPALITIES OF:

**GLENVIEW, EVANSTON, KENILWORTH,
HIGHLAND PARK, GLENCOE, AND NILES**



VILLAGE OF GLENVIEW
2500 EAST LAKE AVENUE
GLENVIEW, IL 60026
(847) 724-1700

LEGAL NOTICE

Official notice is hereby given that separate sealed bids will be received in the Purchasing Division Office, Glenview Village Hall, Administrative Services Department, 2500 East Lake Avenue, Glenview, IL 60026 until 2:00 p.m. local time on March 19, 2020, and then at said office publicly opened and read aloud for the following:

RFB NO: 220008

RFB ON: ASPHALT PATCHING SERVICES FOR THE MUNICIPALITIES OF GLENVIEW, EVANSTON, KENILWORTH, HIGHLAND PARK, GLENCOE, AND NILES

Scope of work will include asphalt patching within the municipal boundaries.

Plans, specifications and bid forms may be obtained at Administrative Services Department, Glenview Village Hall, 2500 East Lake Ave, Glenview, Illinois, 60026, or by calling (847) 724-1700.

All bids shall be accompanied by a Bid Bond for not less than five percent (5%) of the bid amount. The successful bidder must furnish a satisfactory performance and payment bond in the full amount of the bid.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et. seq).

Offers may not be withdrawn for ninety (90) days after closing date without the consent of the Municipalities.

Any Bid submitted unsealed, unsigned, via fax, via email or received subsequent to the aforementioned date and time, may be disqualified and returned to the Bidder.

The Municipalities reserve the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Municipalities.

Dated: February 20, 2020
Erika Smith
Budget & Purchasing Manager



Village of Glenview
2500 East Lake Ave
Glenview, IL 60026

SUBMISSION INFORMATION

INVITATION: #220008
BID OPENING DATE: March 19, 2020
TIME: 2:00 P.M. Local Time
LOCATION: Admin. Services

COPIES: One (1) original & one (1) electronic copy
(flash drive only, NO EMAIL)

REQUEST FOR BID INFORMATION

Company Name: _____
Address: _____
City, State, Zip Code: _____

Asphalt Patching Services

Per the specifications identified herein

Note: Unit pricing is being requested for Table I through Table IV for each municipality whether or not there is an estimated quantity listed.

Base Bid Item – Asphalt Patching Services – (Glenview, Evanston, Kenilworth, Highland Park, Glencoe and Niles) (see specifications)

I. CLASS D PATCHES, 2 INCH (UNIT MEASURE – SQUARE YARDS)

	Glenview	Evanston	Kenilworth	Highland Park	Glencoe	Niles
CLASS D PATCHES, 2 INCH – TYPE I						
CLASS D PATCHES, 2 INCH – TYPE II			24			3,500
CLASS D PATCHES, 2 INCH – TYPE III		3,000	29	215	100	
CLASS D PATCHES, 2 INCH – TYPE IV		27,000	2,964	7,764		
Total Quantity (Square Yards)		30,000	3,017	7,979	100	3,500
Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Extended Total	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

II. CLASS D PATCHES, 3 INCH (UNIT MEASURE – SQUARE YARDS)

	Glenview	Evanston	Kenilworth	Highland Park	Glencoe	Niles
CLASS D PATCHES, 3 INCH – TYPE I						
CLASS D PATCHES, 3 INCH – TYPE II						
CLASS D PATCHES, 3 INCH – TYPE III						
CLASS D PATCHES, 3 INCH – TYPE IV						
Total Quantity (Square Yards)						
Unit Price	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Extended Total	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

III. CLASS D PATCHES, 4 INCH (UNIT MEASURE – SQUARE YARDS)

	Glenview	Evanston	Kenilworth	Highland Park	Glencoe	Niles
CLASS D PATCHES, 4 INCH – TYPE I	100					1,000
CLASS D PATCHES, 4 INCH – TYPE II	1,000				50	
CLASS D PATCHES, 4 INCH – TYPE III	100				100	
CLASS D PATCHES, 4 INCH – TYPE IV	300			1,200		
Total Quantity (Square Yards)	1,500			1,200	150	1,000
Unit Price	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Extended Total	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

IV. CLASS D PATCHES, 8 INCH (UNIT MEASURE – SQUARE YARDS)

	Glenview	Evanston	Kenilworth	Highland Park	Glencoe	Niles
CLASS D PATCHES, 8 INCH – TYPE I						200
CLASS D PATCHES, 8 INCH – TYPE II	150					
CLASS D PATCHES, 8 INCH – TYPE III	150					
CLASS D PATCHES, 8 INCH – TYPE IV	100				100	
Total Quantity (Square Yards)	400				100	200
Unit Price	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Extended Total	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

V. CLASS D PATCHES, 10 INCH (UNIT MEASURE – SQUARE YARDS)

	Glenview	Evanston	Kenilworth	Highland Park	Glencoe	Niles
CLASS D PATCHES, 10 INCH – TYPE I						
CLASS D PATCHES, 10 INCH – TYPE II	150					
CLASS D PATCHES, 10 INCH – TYPE III	150					
CLASS D PATCHES, 10 INCH – TYPE IV	100					
Total Quantity (Square Yards)	400					
Unit Price	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Extended Total	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

VI. CLASS D PATCHES, DRIVEWAY AND REMOVAL REPLACEMENT (UNIT MEASURE – SQUARE YARDS)

	Glenview	Evanston	Kenilworth	Highland Park	Glencoe	Niles
CLASS D PATCHES, Driveway removal and replacement (Square Yards)	600				50	
Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Extended Total	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

VII. BASE BID TOTAL

	Glenview	Evanston	Kenilworth	Highland Park	Glencoe	Niles
Base Bid Total (Total of Groups I to VI)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. **NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. **Fax and e-mail bids are not acceptable and will not be considered.**

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: _____ % _____ DAYS

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: _____ Company Name: _____

Typed/Printed Name: _____ Date: _____

Title: _____ Telephone Number: _____

E-mail _____ Fax Number: _____

PROJECT SPECIFICATIONS

1. **INTENT**

It is the intent of the Village of Glenview ("Glenview"), the City of Evanston ("Evanston"), the Village of Kenilworth ("Kenilworth"), the City of Highland Park ("Highland Park"), the Village of Glencoe ("Glencoe") and the Village of Niles ("Niles"), (collectively the "Municipalities") to enter into an agreement with a reputable firm ("Contractor") for non-construction, asphalt patching services ("Services").

Through this joint bid process, the Municipalities are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the Municipalities via lower pricing. The Village of Glenview is conducting the bidding process on behalf of the Municipalities. Each City and Village's municipal manager or board of trustees/city council as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

2. **BID PRICE**

The Municipalities are requesting pricing for asphalt patching services for each Municipality. The quantities listed in the above pricing tables are estimates and subject to change. **Unit pricing is being requested for Table I through Table IV for each municipality whether or not there is an estimated quantity listed.**

All pricing is not-to-exceed pricing and includes all labor, transportation costs and equipment necessary to perform the Services. No allowances shall be made for transportation or mobilization costs and routine/standard equipment.

3. **AWARD**

Award shall be made on a total lump sum of the base bid for each municipality. Award shall be made to the lowest responsive and responsible bidder who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

The Municipalities reserve the right to award the base bid, to award in part or in whole, or not to award, whatever is deemed to be in the best interest of the Municipalities.

No work shall be awarded to a bidder that is in arrears or is in default to any Municipality for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to a Municipality, or that has failed to perform satisfactorily any previous contract with, or work for, a Municipality.

4. **TERM**

The Agreement shall be in effect for three (3) years from date of award. The Municipalities reserve the right to renew the Agreement for two (2) additional one (1) year terms, subject to acceptable performance by the Contractor. At the end of any contract term, the Municipalities reserve the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

5. **ESCALATION**

Written requests for price revisions after the initial term shall be submitted at least ninety (90) days in advance of the annual contract period. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit and pursuant to the CPI-All Urban Consumers, Chicago or 2% whichever is less. CPI will be based upon the average of the previous twelve months, non-seasonal adjusted.

The Municipalities reserve the right to reject a proposed price increase and terminate the agreement.

6. **SCOPE OF SERVICES**

Please see pages 10 to 12 of this document to view the Scope of Services.

7. INVOICES AND PAYMENTS

The Contractor shall submit invoices to each municipality detailing the services provided after the work has been completed. All services shall be invoiced based on unit pricing and quantities used. The Municipality shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Municipality. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

Village of Glenview
Public Works Department
Daniel Leicht
2498 East Lake Avenue
Glenview, IL 60026

City of Evanston
Public Works Agency
Edgar Cano
2020 Asbury Avenue
Evanston, IL 60201

Village of Niles
Public Works Department
Jamie Callero
6849 W. Touhy Avenue
Niles, IL 60714

Village of Kenilworth
Public Works Department
Donald Leicht
347 Ivy Court
Kenilworth, IL 60043

City of Highland Park
Public Works Department
Ron Bannon
1150 Half Day Road
Highland Park, IL 60035

Village of Glencoe
Public Works Department
Donald Kirk
675 Village Court
Glencoe, IL 60022

8. CALENDAR OF EVENTS (TENTATIVE AND SUBJECT TO CHANGE)

DATE	ACTIVITY
February 20, 2020	Bid sent to potential bidders and advertised on the Village's website. Please confirm that you have received via email to Erika Smith at purchasing@glenview.il.us .
March 3, 2020	Last day to submit questions and requests for clarification.
March 10, 2020	Addendum issued if necessary
March 19, 2020	Deadline for Bid Submission. Bids received after the date and time identified will be returned unopened One (1) original (clearly identified), and one (1) electronic copy of the complete/signed bid by March 19, 2020 before 2:00 P.M. CST, to: Purchasing Division Village of Glenview 2500 East Lake Ave. Glenview, IL 60026 RFB # 220008 RFB ON: ASPHALT PATCHING SERVICES

9. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, please submit questions via email to: purchasing@glenview.il.us. Questions are required **no later than 5:00 P.M. on March 3, 2020.**

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village of Glenview to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or

misunderstandings caused a bidder to improperly submit a bid.

The Municipalities recognize that in some cases the information conveyed in this RFB may provide an insufficient basis for performing a complete analysis of the RFB requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Municipalities will be able to answer every request for further information or that the schedule for receipt and evaluation of bids will be modified to accommodate such request.

SCOPE OF SERVICES

1. PREMISE

This agreement under which these contractual services are to be provided will be under the direct supervision of the Director of Public Works or authorized representatives. Any alterations or modifications of the work performed under this agreement shall be made only by written agreement between the Contractor and the Municipality and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless covered by written agreement.

2. SPECIFICATIONS

As directed by the Representative of each awarding municipality, Contractor shall complete Hot-Mix Asphalt Pavement Patching in the village-wide locations determined and laid out by the Municipal Representative. The Contractor will be provided a separate list of addresses and or maps of all the work locations for each awarded contract prior to construction.

A. CLASS D PATCHES, OF TYPE AND DEPTH SPECIFIED

Description: This work shall be done in accordance with Section 442 of the Standard Specifications except as modified herein:

This work shall include the full-depth saw cutting, removal, and disposal of the existing pavement; base course preparation; and replacement with new hot-mix asphalt pavement to the thickness specified. Materials shall be installed in lifts not to exceed 4", which shall be compacted to the satisfaction of the Municipal Representative. Final lift shall consist of a minimum of 2" of surface course.

All material removed shall be replaced with new material by the end of the working day in accordance with these specifications.

All material must be approved by the State of Illinois and certified inspection tickets shall be furnished to the Municipal Representative.

Method of Measurement: This work will be measured for payment in place and the area computed in square yards.

Basis of Payment: This work will be paid for at the contract unit price per square yard for CLASS D PATCHES, OF TYPE AND DEPTH SPECIFIED

B. BITUMINOUS CONCRETE DRIVEWAY REMOVAL & REPLACEMENT

This item of work shall comply with the applicable portions of Sections 406 and 440 of the Standard Specifications except as follows:

This work shall occur at locations as specified by the Engineer and shall consist of a full depth sawcut, removal and disposal of existing driveway pavement to a depth of 3", grading and compacting of existing stone base, using extra aggregate fill as needed (no pavement grindings allowed), and paving with three inches (3") of Hot Mix Asphalt Surface Course, Mix D, N50, installed in two 1 ½" lifts.

Where the asphalt driveway is an overlay of a concrete driveway, no extra compensation will be given for removal of the concrete base or placement of CA-6 aggregate to bring up to proper elevation 3" below proposed surface.

All Hot Mix Asphalt of the type specified in the contract shall be certified by the Illinois Department of Transportation (IDOT) and come from an IDOT approved asphalt plant.

Basis of Payment: This work will be paid for at the contract unit price per SQUARE YARD,

measured in place, for BITUMINOUS CONCRETE DRIVEWAY REMOVAL & REPLACEMENT, which price shall include all necessary materials, equipment, and labor to complete the work as specified.

3. COORDINATION WITH MUNICIPALITIES

Contractor shall notify the respective Municipality at least forty-eight (48) hours prior to the commencement of any work.

4. WORK CREW SUPERVISION

The Contractor shall provide a qualified foreman to supervise each crew engaged in working under this agreement. The foreman must be able to converse in the English language and shall be authorized by the Contractor to accept and act on directives from an authorized representative of the Municipality. Failure to do so shall be sufficient cause for the Municipality to give notice that the Contractor is in default of the agreement unless such directives would create potential personal injury or safety hazards or such directives are contrary to the intent of these specifications. In the event only one person is assigned under this agreement, such person shall be considered the foreman and must meet the previously stated requirements. Except for emergencies, the same personnel shall perform the same work each day.

5. PROTECTION OF PUBLIC AND PRIVATE PROPERTY

The Contractor shall exercise all necessary caution to protect pedestrian traffic and to protect all public and private property from injury or damage caused by the Contractor's operations.

- a. Any practice obviously hazardous in the opinion of an authorized Municipal representative shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.
- b. The Contractor shall comply with all OSHA and other Federal and State safety standards including Employee Right to Know Programs.

6. LOCATION AND SCHEDULE OF WORK

Work under the terms of these specifications will be conducted at the locations specified on the attached exhibits as well as the specific locations provided by the Municipal Engineer.

- a. The Contractor shall establish a general **schedule for the completion of the work** outlined by this contract. The schedule shall be submitted to the Director of Public Works at the commencement of the agreement and shall be updated at any time revisions in the schedule occur. The schedule shall include the general order and locations in which daily tasks will be accomplished.
- b. The Contractor shall provide a satisfactory progress schedule or critical path schedule, which will show the proposed sequence of work, and how the Contractor proposes to complete the various items of work within the number of working days allowed per contract.

7. MATERIALS AND EQUIPMENT

- a. Materials - All hot-mix asphalt mixtures shall conform to the applicable portions of the current requirements of the "Standard Specifications for Road and Bridge Construction", latest edition, of the Illinois Department of Transportation. All such mixtures shall be manufactured in Illinois-based plants within the tolerance limits of the mixing formula provided by the Illinois Department of Transportation to the given plant for the given mixture except as provided for herein. Hot-mix asphalt mixtures for binder and surface construction shall meet the requirements of the IDOT, District One Office.
- b. The Contractor shall provide at his sole expense all materials, equipment and supplies needed to complete the work as specified within this contract.

8. CLEANING STANDARDS AND WORKMANSHIP

It is the intent of these specifications for the Contractor to provide a high level of service in the performance of roadway patching and in the general interaction with the public at all times. The following statements indicate general standards and workmanship to be furnished under this agreement:

- a. The Contractor shall ensure that all patching work is performed in a safe and timely manner.

Efforts will be made to ensure the least amount of impact to the surrounding businesses and the general public during operations.

- b. The Contractor will ensure that appropriate safety measures including signage and traffic control protection is used during the performance of patching activities.

9. MOBILIZATION

The estimated number of mobilizations that the Contractor shall make to each Municipality is as follows:

Municipality	Mobilizations
Glenview	3
Evanston	1
Kenilworth	5
Highland Park	4
Glencoe	2
Niles	3

Mobilization will not be paid for separately, but will be included in the items for which this work applies.

10. WORKING HOURS

The Contractor shall coordinate directly with the Public Works Director (or his/her designee) for each Municipality to schedule the work. Permission to work on weekends or during different times may be granted on a case by case basis if the Municipality deems it appropriate to ensure the work is completed in a timely manner and provides a benefit to the Municipality. The Contractor shall be available and provide a telephone number for 24 hour emergency call back for emergency situations. The Contractor shall also schedule normal work activities, exclusive of holidays, during normal working hours 7:00AM to 7:00PM Monday thru Friday, unless otherwise agreed to by a Municipality or as specified below for individual Municipalities.

10a: **City of Evanston:** Work Hours, 7:00am to 5:00 pm Monday through Friday, 8:00am to 5:00pm Saturday. No Sundays or Holidays.

11. SECURITY AND ACCESS

The Contractor will be working in public areas; all such areas shall be maintained in a secured condition at all times and these areas shall be cleaned and restored to their original condition immediately upon completing the required work.

12. CONTRACTOR ACCESS

The Contractor shall be allowed access to designated public areas to perform the required work in accordance with the times set forth in paragraphs above. All activities of the Contractor will be coordinated through the Director of Public Works or his designee.

13. PERSONNEL REQUIREMENTS

All employees assigned by the Contractor shall be fully capable, experienced, and trained in the work employed to perform. All employees assigned by the contractor shall comply fully with all State and Federal laws. They shall be physically able to do their work and be free from any communicable diseases. The Foreman shall be fluent in the English language and be authorized by the Contractor to accept and act upon all directives issued by the Director of Public Works or his designee. The Contractor is responsible and liable for any wrongful actions of his employees

14. TRAFFIC CONTROL

The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagmen, and other traffic control devices as may be necessary for the purpose of regulating, warning, or guiding traffic. Placement and maintenance of all traffic control devices shall be as directed.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- A. **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Option Bids/Alternate Bids or Unit Prices.
- B. **Optional or Alternate Bid** is an amount stated in the Bid for each item to be added to or deducted from the amount of the Base Bid if the corresponding changes in the Work, as described in the Bidding Documents, if accepted.
- C. **Unit Price** is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, including all overhead and profit for a portion of the Work as described in the Bidding Documents. The Owner may reject or negotiate any unit price which is considered excessive or unreasonable.

In the event of a conflict or calculation error between the total base bid pricing, and/or extension pricing, the Unit Price shall prevail.

- D. **Optional Price** is a base bid price that may be accepted in lieu of the base bid.

2. RESPONSIVE BID

- A. A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.
- B. Bidders shall promptly notify the Municipalities of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. **Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.**

3. UNBALANCED BIDDING

Bidders shall not submit a bid, which contains irregularities of any kind, including unbalanced bids. By an unbalanced bid, it is meant that one or more separate items or subsections are substantially out of line with the current market price for the materials and/or work covered herein.

The Municipalities further reserve the right not to award or to negotiate any items whose unit prices or subsection appears excessive or unbalanced. Furthermore, the Municipalities reserve the right to reject the unbalance item(s) and to contract with another provider for the services without giving further consideration to the bidder.

4. WITHDRAWAL OF BID

Upon written request, bids may be withdrawn at any time prior to the advertised bid opening. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of ninety (90) calendar days thereafter. The successful Bidder shall not withdraw or cancel its bid after having been notified that the Municipality's governing authority has accepted said bid.

5. DOCUMENT OBTAINED FOR OTHER SOURCES

The Village of Glenview is the only official source for bid packages and supporting materials. To ensure receipt of addenda and any other notices concerning this project, bidders must email purchasing@glenview.il.us confirming receipt of the bid documents (i.e. request to be added to the plan-holders list). Glenview cannot ensure that bidders who do not email purchasing@glenview.il.us will receive addenda and other notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all addenda and other notices, may, at Glenview's

discretion, be rejected as nonresponsive and/or the bidder disqualified. **In such cases, Glenview will NOT rebid the project absent extraordinary circumstances.**

6. CONTACT WITH MUNICIPALITY PERSONNEL

All offerors are prohibited from making any contact with the respective Municipalities' Presidents/Mayors, Trustees, or any other official or employee of the Municipalities (collectively, "Municipal Personnel") with regard to the request for proposals, other than in the manner and to the person(s) designated herein. The respective City/Village Manager or Administrator reserves the right to disqualify any offeror found to have contacted Municipal Personnel in any manner with regard to the request for proposals. Additionally, if the Manager or Administrator determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the Cook County or Lake County State's Attorney for review and prosecution.

7. DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)

Each Municipality's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the Municipalities require all Bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between the Bidder and any Municipality, their officials, and/or employees. If the Bidder discovers a potential or actual conflict of interest, the Bidder must disclose the conflict of interest in its bid, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Bidder from consideration. Information provided by Bidders in this regard will allow the Village of Glenview to take appropriate measures to ensure the fairness of the bidding process.

The Village of Glenview requires all bidders to submit a certification, enclosed with this bid packet, that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, all Bidders acknowledge and accept that if a Municipality discovers an undisclosed potential or actual conflict of interest, that Municipality may disqualify the Bidder and/or refer the matter to the appropriate authorities for investigation and prosecution.

8. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA

Bids shall be evaluated as follows (not listed in order of priority):

- Bid pricing
- Compliance with specifications
- References (Complete the Reference Sheet included herein)
- Experience
- Submittal of required documentation

Please identify references for similar projects as outlined above. Please include the organization, contact name, title, address, telephone number and cost of the project on the reference sheet provided herein.

Failure to provide references as identified may result in the bid being considered non-responsive with no further consideration for award.

9. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipality, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the Village of Glenview shall not be responsible in any way for purchase orders or payments made by the other Municipality. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipality during the extended term of this Agreement.

Bidder and the other Municipality may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipality with all documentation as required in the RFB, and as otherwise required by the Village of Glenview, including, but not limited to:

- 100% performance and payment bonds in the amount awarded by the respective Municipality
- Certificate of insurance naming each additional Municipality as an additional insured
- Certified payrolls to each Municipality for work performed

10. MODIFICATIONS

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened, bids cannot be withdrawn or modified without the approval of the Municipality's Board of Trustees.

11. CHANGE ORDERS

The Municipalities believe that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, **in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications.** All Change Orders and alternative suggestions must be approved by the Municipalities prior to execution.

- A. In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.
- B. The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to **both extras and credits and for work** performed by the Contractor, a Subcontractor, or Sub-subcontractor.
- C. Detailed written Requests for Change Orders must be submitted to the Municipality's Purchasing Agent. In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the Municipality's Purchasing Agent.
- D. Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.
- E. A written Change Order must be issued by the Municipality's Purchasing Agent prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

12. RESPONSIBILITY OF BIDDER

No agreement will be awarded to any person, firm or corporation that is in whole or in part, in an unsatisfactory manner, in any agreement with the Municipalities, or who is a defaulter as to surety or otherwise upon any obligation to the Municipalities.

13. ADDITIONS/DELETIONS

The quantities indicated are estimated quantities. The Municipalities do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Municipalities' requirements whether more or less than the estimated amount.

The Municipalities reserve the right to increase and/or decrease quantities, or add or delete locations during the term of the Agreement, whatever is deemed to be in the best interest of the Municipalities.

14. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to be used.

15. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Municipalities and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorneys' fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Municipalities, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required by the Contractor.

16. CHANGE IN STATUS

The Contractor shall notify the Municipalities immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Municipalities shall have the option to terminate their contract with the vendor immediately on written notice based on any such change in status.

17. TERMINATION

The Municipalities reserve the right to terminate this Agreement, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the Municipalities for work completed to date in accordance with the terms and conditions of this agreement. In the event that this Contract is terminated due to Contractor's default, the Municipalities shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

18. TERMINATION FOR DEFAULT

The Municipalities reserve the right to immediately terminate this Agreement with written notification for default. Contractor's default shall include but not be limited to: failure to perform or complete tasks outlined in the specifications within the stipulated time frame, failure of requests to provide additional labor, any criminal activity by any staff member within the Municipalities, failure to promptly comply with the contract specifications and repeat non-compliance with the contract specifications after written notice, etc.

19. REFERENCES

The Contractor shall provide customer references using the form identified herein. Each bidder must demonstrate at least five (5) years' prior experience, as a full-time firm, primarily, continuously and actively engaged in the work as identified in the Scope of Work.

The Municipalities reserve the right to contact references, review financial statements and any other resources to determine the capability of the bidder.

20. SUBCONTRACTORS

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the **name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein** (use additional sheets if necessary).

In the event the Contractor requires a change of the subcontractor (s) identified, a written request from the Contractor and a written approval from the Municipalities is required.

Failure to identify subcontractors could result in disqualification.

21. PROTEST PROCEDURE

The full context of Protest Procedures can be found in Glenview's Procurement Policy at <https://glenview.il.us/government/Pages/Purchasing.aspx>. An overview of the procedures are included below.

Any bidder wishing to file a protest regarding the bid process may do so by giving written notice to Glenview's Purchasing Division within three (3) business days of award. This notice should include the title of the requirement, the request for bid number, the closing date and the nature of the protest.

In the event that the protest cannot be resolved by mutual agreement, the Purchasing Division shall refer the protest to the Village Manager or his/her duly authorized representative within five (5) business days after the protest meeting with a recommendation, in writing, for resolution of the protest. The Village Manager may conduct an evidentiary hearing at his or her sole option, and may designate a representative to preside at such hearing. The Village Manager will conduct a review and make an attempt to resolve the issue in a manner amicable to all parties within ten (10) business days after receipt of the recommendation, date of the hearing or the review, whichever is later.

22. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Agreement between the Municipality and Contractor, the Municipality's Project Specifications, the General Terms & Conditions and Special Terms & Conditions and the Contractor's Bid Response.

23. JURISDICTION, VENUE, CHOICE OF LAW

This agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of Cook County, State of Illinois.

24. PROPERTY OF THE MUNICIPALITIES

All documents, findings and work products shall become the property of the Municipalities upon payment for services rendered.

25. NON-ENFORCEMENT BY THE MUNICIPALITY

The Contractor shall not be excused from complying with any of the requirements of the agreement because of any failure on the part of the Municipalities, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

26. RESERVATION OF RIGHTS

The Municipalities reserve the right to accept the Bid that is, in its judgment, the best and most favorable to the interests of the Municipalities and the public; to reject the low price Bid; to reject any and all Bids; to accept and incorporate corrections, clarifications or modifications following the opening of the Bid when to do so would not, in the Municipalities' opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bid submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bid. The

enforcement of this Reservation of Rights by the Municipalities shall not be considered an alteration of the bids.

27. NON APPROPRIATIONS

The Municipalities reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the Municipalities governing authority.

28. COMPETENCY OF BIDDER

If requested in writing by the Municipalities, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

29. CONTRACTOR'S LICENSES

The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the Municipalities.

30. PERMITS AND LICENSES

A. Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Work, and/or required by municipal, state, and federal regulations and laws. Prior to performing any Work, Contractor and all subcontractors must obtain a business license in the Municipality. Contractor is directed to the permitting requirements (including but not limited fence, construction, demolition, dumpster, electrical, grading, plumbing, right-of-way and roofing permits) contained in each Municipality's code.

B. Contractor represents that it, its employees, agents and subcontractors shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all applicable federal, state and local laws, regulations and ordinances applicable to the performance of this contract.

31. SAFETY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work on this project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, or injury to all persons and property. The Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes. The Contractor shall be in charge of, and responsible for, maintaining the site and performing the Services, so as to prevent accidents or injury to persons on, about, or adjacent to the site where the Services are being performed. The Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of the life and health of employees and persons nearby. The Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

32. ADDITIONAL SAFETY STANDARDS

Contractor shall perform all Work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

All equipment used under this contract shall be maintained in good operating condition and be appropriately licensed and inspected by the State of Illinois or authority having jurisdiction.

Any hazardous work practice(s) being conducted as determined by the Municipalities shall be immediately discontinued by the Contractor upon receipt of either written or verbal notice by the Municipalities to discontinue such practice(s). The Contractor shall not continue any work which it considers dangerous and shall immediately notify the Municipalities if such is the case.

OSHA STANDARDS

Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January

14, 1993, Part 1910 (Permit Required Confined Spaces for General Industry.) Equipment supplied to the Municipality must comply with all requirements and standards as specified by the OSHA. Items not meeting any OSHA specifications will be refused.

33. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Municipalities.

34. AUDIT/ACCESS TO RECORDS

- A. The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.
- B. If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified in above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$25,000.
- C. Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- D. The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- E. Records under the subsections above shall be maintained and made available during performance of the work under this loan agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
- F. The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
 - i. negotiated prime contractors;
 - ii. negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii. subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G. This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
 - i. with respect to records pertaining directly to contract performance, excluding any financial records of

- the contractor; and
- ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

35. OMISSIONS/HIDDEN CONDITIONS

The drawings and/or specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the owner, even though not specifically detailed or mentioned.

36. NEW PARTS AND MATERIALS: TITLE

Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide therefore. Further, the bidder warrants that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

37. EXCEPTIONS TO SPECIFICATIONS

Any exceptions to these specifications shall be listed and fully explained on a separate page entitled "Exceptions to Specifications", prepared by the Bidder on its firm's letterhead, to be attached to and submitted with these documents at the time of submission of the bid. **Each exception must refer to the page number and paragraph to which it pertains.** The nature of each exception shall be fully explained. Bidders are cautioned that any exceptions to these specifications may be cause for rejection of the bid.

Should a Bidder submit a bid where any exception is not clearly marked, described and explained, the Municipalities will consider the bid to be in strict compliance with these specifications. If then awarded an agreement, the successful Bidder shall comply with all requirements in accordance with these specifications.

38. FIELD MODIFICATIONS

A field modification is written by the Municipalities to the contractor for purposes of clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the project. Field modifications do not affect either the project cost or completion date.

Field modifications become part of the Contract Documents and become binding upon the contractor if the bidder fails to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or contract extension if all parties agree on the field modification form to a potential future claim of either party, or that the field modification will be complied with, but under protest.

39. NOTICE TO PROCEED

No work shall be undertaken prior to contract approval by the Contractor and the Municipality and the issuance of a Notice to Proceed and purchase order.

40. GUARANTIES AND WARRANTIES

All guaranties and warranties required shall be furnished by the bidder and shall be delivered to the Municipality before the final voucher on the contract is issued.

41. CONFIDENTIALITY

Consideration will be given to requests to maintain confidentiality for certain proprietary or confidential information provided in a bid. If the Bidder desires to maintain confidentiality for specific information, the pages containing the information should be clearly marked on the bid as "Proprietary and Confidential." In no event should all pages of the bid be so marked. The bid should include a separate written request clearly evidencing the need for confidentiality. The Municipalities shall examine the bids to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the agreement,

all responses, documents, and materials submitted by the Bidder pertaining to this RFB will be considered public information and will be made available for inspection, unless otherwise determined by the Municipalities. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Village of Glenview. Based upon the public nature of these RFB's, a Bidder must inform the Village of Glenview, of the exact materials in the offer that the Bidder believes should not be made a part of the public record in accordance with the Illinois Freedom of Information Act.

42. PREVAILING WAGE

All contracts, for work herein are subject to the provisions of the Prevailing Wage Act, 820 ILCS 130/0.01 et seq.); providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged on the work. This shall include payment of the general prevailing rate for legal holiday and overtime work. Any revisions to the enclosed prevailing wage information prior to the date of the contract shall be in force for the duration of the contract.

All work performed under this RFB shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

43. CERTIFIED PAYROLL REQUIREMENTS (PUBLIC ACT 94-0515)

Effective August 10, 2005 Contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for each worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

SPECIAL TERMS & CONDITIONS

1. INSURANCE

The Contractor shall be required to purchase and maintain during the life of the Agreement, the following required insurance with limits of not less than set forth below:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

Coverage on an occurrence basis that insures against claims for bodily injury (including death), property damage and personal and advertising injury arising out of or in connection with any Services under the Agreement, whether such operations or services are by the Contractor or a subcontractor. The minimum limits of liability for this insurance is as follows:

- a. \$1,000,000 combined single limit - each occurrence
- b. \$1,000,000 personal and advertising injury;
- c. \$2,000,000 combined single limit - general aggregate; and
- d. \$1,000,000 combined single limit - products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- e. When the following box is checked - ☐ any general aggregate limit shall apply per project;
- f. Liability arising from premises and operations;
- g. Liability arising from the actions of independent contractors;
- h. When the following box is checked - ☐ liability arising from the explosion, collapse and underground hazards;
- i. Liability arising from products and completed operations with such coverage to be maintained for two (2) years after termination of the Agreement;
- j. Contractual liability including protection for the Contractor from bodily injury (including death) and property damage claims arising out of liability assumed under any resulting Agreement; and

On all Commercial General Liability Insurance policies, the Municipality, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Municipality under this Section.

B. BUSINESS AUTO LIABILITY INSURANCE

At least \$1,000,000 combined single limit each accident, covering bodily injury (including death) and property damage claims arising out of the ownership, maintenance or use of owned, non-owned, and hired autos.

C. WORKERS' COMPENSATION INSURANCE

Statutory benefits as required by Illinois law, including standard Other States Insurance and Employers' Liability Insurance with limits of at least \$1,000,000 each accident/\$1,000,000 each employee disease/\$1,000,000 disease policy limit. The minimum employers' liability limits may be satisfied with a combination of employers' liability and umbrella excess liability insurance.

D. UMBRELLA EXCESS LIABILITY or EXCESS LIABILITY INSURANCE

Umbrella Excess Liability or Excess Liability insurance with minimum limits of:

- a. \$5,000,000 combined single limit - each occurrence;
- b. \$5,000,000 combined single limit – aggregate other than products/completed operations and auto liability; and

- c. \$5,000,000 combined single - products/completed operations aggregate.

This insurance shall include all of the following coverages on the applicable schedule of underlying insurance:

- d. Commercial general liability;
- e. Business auto liability; and
- f. Employers' liability,

and shall follow form with the coverage provisions required for underlying insurance.

E. PROFESSIONAL LIABILITY INSURANCE

Professional Liability Insurance with limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate, for claims alleging acts, errors or omissions by the Contractor or its subcontractors, arising from the rendering or failure to render Contractor's professional services under the Agreement.

The Contractor shall not commence services under the Agreement until it has obtained, at its own expense, all required insurance and such insurance has been approved by the Municipality; nor shall the Contractor allow any subcontractor to commence operations or services on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of the Contractor's required insurance will be granted only after submission to the Municipality of original certificates of insurance and any required endorsements evidencing the required insurance, signed by authorized representatives of the insurers, to the Municipality (via e-mail to Glenview at purchasing@glenview.il.us).

1. The Contractor shall require all subcontractors to maintain during the term of the Agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance to the same extent required of the Contractor in 1.A., 1.B., 1.C. and 1.E. (when required) herein. The Contractor shall furnish subcontractor's certificates of insurance to the Municipality immediately upon the Municipality's request.
2. Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement or for which the Contractor may be liable by law or otherwise.
3. Failure to provide and continue in force insurance as required herein may be deemed a material breach of the Agreement and shall be grounds for immediate termination of the Agreement by the Municipality, in the Municipality's sole discretion.
4. Failure of the Municipality to receive from Contractor certificates or other evidence of full compliance with these insurance requirements or failure of the Municipality to identify a deficiency in these requirements from such certificates or other evidence provided shall not be construed as a waiver of Contractor's obligation to maintain required insurance.
5. By requiring insurance and insurance limits herein, the Municipality does not represent that coverage and limits will necessarily be adequate to protect Contractor.
6. The Contractor shall advise the Municipality (via email to Glenview at purchasing@glenview.il.us) and by certified mail, return receipt requested, within two (2) business days after Contractor's receipt of any notice of cancellation, non-renewal, or other termination of, or any substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so may be construed as a material breach of the Agreement.
7. The Contractor's and all subcontractor's insurers must be lawfully authorized to do business in the State of Illinois and must be acceptable to the Municipality, in their sole discretion. All such insurers must have a Best's Financial Strength Rating of "A" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation by the A. M. Best Company, unless the Municipality grants specific prior written approval for an exception.

8. Any deductibles or retentions of \$5,000 or greater (\$10,000 for umbrella excess liability) for any policies required hereunder shall be disclosed by the Contractor, and are subject to the Municipality's prior written approval. Any deductible or retention amounts elected by the Contractor or its subcontractor or imposed by Contractor's or its subcontractor's insurer(s) shall be the sole responsibility of Contractor or its subcontractors and are not chargeable to the Municipality as expenses.

9. If any required insurance purchased by the Contractor or its subcontractors has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same. Contractor or its subcontractor must either:

- a. Agree to provide certificates of insurance to the Municipality evidencing the above coverages for a period of two (2) years after termination. Such certificates shall evidence a retroactive date no later than the beginning of the Services under the Agreement, or;
- b. Purchase an extended (minimum two (2) years) reporting period endorsement for each such "claims made" policy in force as of the date of termination and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificates and copy of the endorsement shall evidence a retroactive date no later than the beginning of the Services under the Agreement.

10. Certificate of **Insurance** that states the Municipality has been endorsed as an "additional insured" by the Contractor's **insurance carrier**. **Specifically, this Certificate must include the following language: "The Municipality and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number _____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."**

2. WARRANTY

- A. Contractor warrants to the Municipalities that all materials furnished under this Contract shall be new and of the most suitable grade for the purpose intended and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. Prior to Final Completion, Contractor shall deliver to the Municipalities all warranties required under the Contract Documents, or to which Contractor is entitled from manufacturers, suppliers, and Subcontractors. Unless otherwise provided, all warranties for products and materials incorporated into the Work shall begin on the date of Substantial Completion and remain in effect for a period of one (1) year.
- B. Neither the final payment, any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of Work not done in accordance with Contract Documents or relieve the Contractor or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship. Contractor or its sureties shall remedy any defects in Work and any resulting damage to Work at its own expense. Contractor shall be liable for correction of all damage resulting from defective Work. If Contractor fails to remedy any defects or damage, the Municipalities may correct the defective Work or repair damages and the cost and expense incurred shall be paid by or be recoverable from the Contractor or its surety.
- C. Contractor warrants that the Work shall be done in a workmanlike manner in strict accordance with the Contract Documents and guarantees that the labor and material will be free of defects for the period stated in the Contract Documents, but in no event less than one (1) year from the date of Substantial Completion.

3. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/)

Pursuant to 30 ILCS 570/0.01 *et seq.*, any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ only Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the Village of Glenview's Purchasing Division.

4. EQUAL EMPLOYMENT OPPORTUNITY

The successful Proposer shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Additionally, the consultant shall comply with any Fair Employment Ordinance that has been adopted by the Municipalities.

5. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)

In the event the Contractor's non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

6. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT (820 ILCS 265/1, et seq.)

Contractor shall comply with all provisions of 820 ILCS 265/1, et seq. including having in place, and providing to the Municipalities, a written substance abuse program for the prevention of substance abuse among employees PRIOR to commencement of work on a Municipalities project. Contractor shall be responsible for ensuring its substance abuse program meets or exceeds the standards set forth in the Substance Abuse Prevention on Public Works Projects Act. If a collective bargaining agreement is in effect that fulfills the aforementioned requirements, Contractor shall provide the Municipalities with a copy of the relevant sections of said agreement in lieu of the written substance abuse program.

7. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

8. TOXIC SUBSTANCES DISCLOSURES

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

9. ALTERNATE AND MULTIPLE BIDS

Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

10. EQUALITY/BRAND NAME

Whenever this RFB mentions an item by name and uses specific descriptions, it is intended to convey to the Contractor an understanding of the standard of excellence required by the Municipalities. Items of equal type, quality, and size, which will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required functions in accordance with this RFB may be offered. Manufacturer/model names provided in the bid specifications herein convey the standard and uniformity the Municipalities' demands.

It shall be understood that prior to bidding a substitute, the bidder must receive prior **written** approval. Therefore, it shall be understood that, by submitting a bid, the bidder is stating to the Municipalities that no substitutions were made and that the bidder's pricing is based upon pre-approved brands.

The Municipalities shall be the sole determiner about whether a substitute item is equal to the item specified.

11. SUBSTITUTIONS

No substitutions shall be allowed during the term of this agreement without written consent from the Municipality's Purchasing Division. The contractor shall request permission to substitute an item of equal or higher quality when an item ordered is unavailable for delivery within the time required by the Department of Facilities.

12. AFFIDAVITS

The following affidavits included in these contract documents must be executed and submitted with the bid:

- a) References
- b) Disqualification of Certain Bidders (affirmation by signing bid form)
- c) Affidavit/Anti-collusion
- d) Conflict of Interest Form
- e) Tax Compliance
- f) Identification of Subcontractors
- g) Participation Affidavit

13. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond to serve as a guarantee that the bidders shall enter into a contract with the Municipality to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Municipalities will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

Any bid not complying with the Security requirement may be rejected as non-responsive.

14. CONTRACT BONDS

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

- 6.1 A performance bond satisfactory to the Municipality, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by the Municipality as security for the faithful performance of the Municipality's contract; and
- 6.2 A payment bond satisfactory to the Municipality, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the purchase order issued by the Municipality.
- 6.3 Documents required by this section must be received and approved by the Owner before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus and of a class size of at least X as determined by A.M. Best Ratings.

15. COORDINATION

The Contractor shall appoint a single point of contact for communications and coordination with the Municipalities. This individual shall be responsible for arranging work assignments, follow-up monitoring and supervision of work.

16. REPORTING

A status report indicating the work completed the week prior and the work planned for the current week should be provided to the Municipalities weekly. The weekly report should also indicate any issues that the Contractors staff have experienced during the week as well as any work planned that was not accomplished.

17. SUPERVISION

The Contractor is responsible for supervising all employees and their work. Any work which the Municipality determines not to be satisfactory must be performed again at the Contractor's own expense. The Contractors supervisor should conduct random or spot inspections of its employees work.

The Contractors supervisor is also responsible for training new personnel and any additional training of experienced personnel as requested by the Municipality at the Contractor's expense. Training includes, but shall not be limited to, geographic areas of the Municipality, field equipment, and safety. The Municipalities reserve the right to require a replacement of the Supervisor if they do not meet the Municipalities' standards.

18. DAMAGES

The Contractor is responsible for any damage to public or private property caused as a result of their work. The Contractor shall take all necessary steps to prevent damage to public right-of-ways, trees, businesses, houses, sidewalks, and other real or personal property. If any claims are filed by residents, the Contractor should resolve all claims and report the claim to the Municipalities within 12 hours.

**LABOR STATUTES, RECORDS AND RATES CONSTRUCTION
CONTRACTS FOR
VILLAGE OF GLENVIEW - STATE OF ILLINOIS**

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

- 1.0 Equal Employment Opportunity:
 - 1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
 - 1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."
 - 1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
 - 1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
- 2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."
- 3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."
- 4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for Cook County and/or Lake County must be prominently posted at the project site by the Contractor.
 - 4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such

contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."

4.1.1 The Village shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Village. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."

4.2.1 The Contractor shall submit to the Village by the tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.

4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.

4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.

5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

The current Prevailing Wages Rates for Cook County can be found at:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>

REFERENCES

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ _____

Telephone Number: _____

Dates of Service/Award _____

Amount: _____

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone
Number: _____

Dates of Service/Award _____

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ _____

Telephone Number: _____

Dates of Service/Award _____

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ _____

Telephone Number: _____

Dates of Service/Award _____

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ _____

Telephone Number: _____

Dates of Service/Award _____

Amount: _____

DISQUALIFICATION OF CERTAIN BIDDERS
--

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (G) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (G) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

(Please sign bid form indicating compliance)

ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

_____, being first duly sworn,
deposes and says that he is _____
(Partner, Officer, Owner, Etc.)

of _____
(Contractor)

The party making the foregoing bid or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract. The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this _____ day of _____, 2020

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

CONFLICT OF INTEREST

_____, hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the Municipalities.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Municipalities may disqualify the bid.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this _____ day of _____, 2020

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

TAX COMPLIANCE AFFIDAVIT

_____,being first duly sworn,

deposes and says that he is _____
(Partner, Officer, Owner, Etc.)

of _____
(Contractor)

The individual or entity making the foregoing bid or bid certifies that he is not barred from contracting with the Municipalities because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, or entity making the bid or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this _____ day of _____, 2020

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

.....

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

.....

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

PARTICIPATION AFFIDAVIT

_____,being first duly sworn,

deposes and says, under penalties as provided in Section -109 of the Illinois Code of Civil Procedures, 735 ILCS 5/1-

109, that he is _____
(Partner, Officer, Owner, Etc.)

of _____
(Contractor)

The individual or entity making the foregoing Bid or quotation certifies that the Contractor or SubContractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or SubContractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this _____ day of _____, 2020

Notary Public

Failure to complete and return this form will be considered sufficient reason for rejection of the bid.



City of Prospect Heights

Department of Building & Zoning

8 North Elmhurst Road, Prospect Heights Illinois, 60070-6070

Office: 847/398-6070 x 211-FAX: 847/590-1854

www.prospect-heights.il.us

MEMORANDUM

Date: October 6, 2021

To: Mayor Helmer and City Council

From: Daniel A. Peterson, Director of Building & Development

Subject: Resolution No. R-21-33 – Approving a Professional Services Agreement with SAFEbuilt Illinois, LLC to provide Plumbing Inspection and Plan Review Services

Issue: The service agreement between the City of Prospect Heights and SAFEbuilt Illinois, LLC to provide plumbing inspection and plan review services for the City of Prospect Heights expired and needs to be renewed.

Background: The City entered into a one-year contract with SAFEbuilt Illinois, LLC in May of 2013. That agreement expired in May 2014. SAFEbuilt has performed plumbing inspection and plan review services without a current contract since May 2014. SAFEbuilt has performed the services contracted satisfactorily for the past seven years. SAFEbuilt operated per the terms of the original agreement during the time after the expiration of the agreement. The new service agreement is for a twelve (12) month period beginning November 1, 2021, with four (4) one-year options. City staff and attorney have reviewed the proposed professional services agreement and recommend approval.

Recommendation: Approve Resolution No. R-21-33 Approving a Professional Services Agreement with SAFEbuilt Illinois, LLC; and to authorize the City Administrator to execute the agreement.

RESOLUTION NO. R-21-33

Resolution Authorizing a Professional Services Agreement with SAFEbuilt Illinois, LLC to provide Plumbing Inspection and Plan Review Services

Whereas, the City of Prospect Heights provides inspection and plan review services for construction projects built within the City; and

Whereas, the Illinois Plumbing Code requires an Illinois Licensed Plumbing Inspector to perform these services; and

Whereas, SAFEbuilt Illinois, LLC has performed these services since May of 2013; and

Whereas, SAFEbuilt has performed the agreed upon services satisfactorily; and

Whereas, the Building Department has budget resources and plans for the services annually; and

Whereas, SAFEbuilt Illinois, LLC has submitted a scope of services to the City for continued necessary plumbing inspection and plan review services with a detailed cost for the services in Attachment A of the agreement.

Now, Therefore, Be It Resolved by the City Council of the City of Prospect Heights, Cook County, Illinois, as follows:

Section One: That the Contract (attached hereto) with SAFEbuilt Illinois, LLC is approved and accepted.

Section Two: The City Administrator is authorized to take all necessary steps to implement this resolution.

Section Three: This resolution shall be in full force and effect from and after its passage and approval as required by law.

Passed and approved this 11th day of October 2021.

Nicholas J. Helmer, Mayor

Attest

Joanna Prisiajniouk, City Clerk

Ayes:

Nays:

Absent:

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF PROSPECT HEIGHTS, ILLINOIS
AND SAFEbuilt ILLINOIS, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between City of Prospect Heights, Illinois, ("Municipality") and SAFEbuilt Illinois, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services and Fee Schedule, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit B, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit B. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit B and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit B.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit A – List of Services and Fee Schedule.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality as SAFEbuilt, LLC, on a monthly basis and provide all necessary supporting documentation. Payment of invoices under this Agreement shall be governed by the applicable provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* The bill from Consultant must be approved or disapproved within 30 days after receipt. Any bill approved for payment shall be paid within 30 days after the date of approval. If payment is not made within such 30 days period, an interest penalty of 1% of any amount approved and unpaid shall be added for each month after expiration of such 30 day period until final payment is made.

5. TERM

The initial term of this Agreement shall be effective November 1, 2021 for a period of twelve (12) months with up to four (4) additional one year renewal options. Agreement shall automatically renew for up to four (4) twelve (12) month terms, unless prior written notification is delivered to either Party no less than thirty (30) days in advance of the renewal date of this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination per the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* .

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services

hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) with notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates with notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.

- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage. All insurance coverage provided by Consultant to Municipality except with respect to professional liability and workers compensation coverage shall be primary coverage as any insurance coverage potentially available to Municipality. Any insurance or self-insurance maintained by Municipality shall be excess of Consultant's insurance and shall not contribute with it. Consultant shall similarly cause each subcontractor employed by Consultant to purchase and maintain insurance of the type specified above. When requested by Municipality, Consultant shall furnish copies of certificates and policies of insurance, including appropriate additional insured endorsements, evidencing coverage for each subcontractor. The insurance policies required hereunder shall not be canceled or amended without 30 days prior written notice having been given to Municipality.

Consultant acknowledges that failure to obtain such insurance on behalf of Municipality constitutes a material breach of this Agreement and subjects Consultant to liability for damages, indemnification and all other legal remedies available to Municipality. Consultant agrees to indemnify Municipality for any applicable deductibles and self-insured retentions.

- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality but failure of Municipality to demand same is not a waiver.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records,

documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. PROHIBITION AGAINST EMPLOYING UNDOCUMENTED IMMIGRANT

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an undocumented immigrant to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an undocumented immigrant to perform work under this Agreement. Consultant is prohibited from using the E-Verify program

procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Dan Peterson, Director of Building and Development City of Prospect Heights 8 North Elmhurst Road Prospect Heights, Illinois 60070 Email: dpeterson@prospect-heights.org	Joe DeRosa, CRO SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: jderosa@safebuilt.com

or to such other address, or additional parties, as either Party may from time to time designate in a written notice to the other Party.

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to litigation. .

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles. Consultant represents and certifies that, to the best of its knowledge, (1) no Municipality employee or agent is interested in the business of Consultant or this Agreement; (2) as of the date of this Agreement neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

29. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Illinois, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

30. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. NO COLLUSION

Consultant represents and certifies that (1) Consultant is not barred from contracting with a unit of state or local government as a result of (a) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, its liability for the tax or the amount of the tax in accordance with the procedures established by the appropriate revenue act; or (b) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code of 1961 (720 ILCS 5/33E-1 *et seq.*); (2) only persons, firms, or corporations interested in this Agreement as principals have been those disclosed to Consultant prior to the execution of this Agreement; and (3) this Agreement is made by Consultant without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then Consultant shall be liable to Municipality for all loss or damage that Municipality may suffer, and this Agreement shall, at Municipality's option, be null and void.

34. CONSULTANT

Acknowledges that the contract is subject to and governed by the rules and regulations of the Illinois Human Rights Act (the "Human Rights Act"), including the mandatory provisions that CONSULTANT have in place written sexual harassment policies that shall include, at minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigation and complaint process available through the Department and the Commission; and (vii) protection against retaliation as provided by Section 6-101 of said Act and that it has a written sexual harassment policy in place in full compliance with Section 105(A)(4) of the Human Rights Act, 775 ILCS 5/2-105(A)(4). CONSULTANT agrees to fully comply with the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, including but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. CONSULTANT further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. Section 12101 *et seq.*, and rules and regulations promulgated thereunder. CONSULTANT shall be required to comply with the provisions of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, to the extent they are applicable under the law. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, marital status, national origin or ancestry, age, citizenship, physical or mental handicap or disability, military status, unfavorable discharge from military service or arrest record status; and further agrees that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

35. SEVERABILITY

Every provision of the Agreement is intended to be severable such that, if any term or provision hereof is illegal or invalid for any reason whatsoever, such provision shall be severed from the Agreement and shall not affect the validity of the remainder of the Agreement.

36. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous

communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Thomas P. Wilkas, CFO
SAFEbuilt Illinois, LLC

Date

Signature
City of Prospect Heights, Illinois

Date

Name and Title
City of Prospect Heights, Illinois

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EXHIBIT A – LIST OF SERVICES AND FEE SCHEDULE

1. LIST OF SERVICES

As-Requested Plumbing Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliant inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

As-Requested Plumbing Plan Review Services (Commercial and Residential)

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted plumbing codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents
- ✓ Municipality will intake plans and related documents for pick up by Consultant or submit electronically

3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed on an as-requested basis
- ✓ Consultant representative(s) will be available by cell phone and email

Deliverables			
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm next business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	5 business days	5 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ Small commercial within (under \$2M in valuation)	10 business days	5 business days or less
	✓ Large commercial within	20 business days	10 business days or less

FEE SCHEDULE

- ✓ Beginning January 01, 2022 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Plumbing Inspection Services	\$39.00 per inspection if less than thirty (30) minutes; if more than thirty (30) minutes is required for inspection an additional \$39.00 will be charged
Residential Plumbing Plan Review Services	\$43.00 per plan review if less than thirty (30) minutes; if more than thirty (30) minutes is required for plan review an additional \$43.00 will be charged
Commercial Plumbing Plan Review Services	\$61.50 per plan review if less than thirty (30) minutes; if more than thirty (30) minutes is required for plan review an additional \$61.50 will be charged
After Hours/Emergency Inspection Services	\$117.00 per hour – two (2) hour minimum
Time tracked will start when Consultant checks in at Municipality or first inspection site.	

EXHIBIT B – MUNICIPAL SPECIFIED OR SAFE BUILT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements.

Municipality will provide the following information to Consultant.

- ✓ Municipal technology point of contact information including name, title, email and phone number
- ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

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City of Prospect Heights

Department of Building & Zoning

8 North Elmhurst Road, Prospect Heights Illinois, 60070-6070

Office: 847/398-6070 x 211-FAX: 847/590-1854

www.prospect-heights.il.us

MEMORANDUM

Date: October 4, 2021

To: Mayor Helmer and City Council

From: Daniel A. Peterson, Director of Building & Development

Subject: ZBA Case No. 21-08 V – Variation to Reduce Side Yard Setback to construct an addition to the garage 7.56' into the 15' required Set Back at 303 W. Willow Rd.

Issue: Florentin Munteanu, owner of the subject property is seeking a variation to Section 5-8-2 E2 of the City of Prospect Heights Zoning Code to allow the reduction of the required setback from 15' to 7.44' in the required side yard for the construction of an addition to the existing one car garage..

Background: The PZBA held a public hearing on September 23, 2021. Mr. Munteanu testified that he is requesting the smallest variation necessary to complete the addition. He would need a variation for a driveway to access his rear yard. The driveway would be closer, less than 5' from the property line, if a detached garage was required. There was testimony provided by the neighbor in favor of the variation. The City also received a letter in opposition to the variation. After deliberation and discussion, the PZBA voted 6-0 to recommend approval of the variation.

RECOMMENDATION: That the City Council approve Ordinance #O-21-24 granting a variation to reduce the required side yard setback for 15 to 7.44' allowing the applicant to construct an addition to his one car garage.

ORDINANCE NO. O-21-24

**AN ORDINANCE GRANTING CERTAIN VARIATIONS FOR
THE PROPERTY AT
303 W. WILLOW RD., PROSPECT HEIGHTS, ILLINOIS**

WHEREAS, the provisions of the Prospect Heights Zoning Ordinance applicable to the property legally described in Exhibit A attached hereto (hereinafter “Property”) and commonly known as 303 W. Willow Rd. prescribe that the principal structure maintain a 15’ side yard setback from the property line, and

WHEREAS, the owner of the Property has submitted for consideration of a variation to allow a 7.56’ reduction in the side yard setback for a garage addition to a single family residence from 15’ to 7.5’ per Section 5-6-1E2 of the City of Prospect Heights Zoning Code on the property commonly known as 303 W. Willow Rd., Prospect Heights, Illinois, in the City’s R-1 Single Family Residential District; and

WHEREAS, the Plan/Zoning Board of Appeals held a public hearing on September 23, 2021 regarding said application; and

WHEREAS, the Plan/Zoning Board of Appeals has recommended the Requested Variation be approved and has made the necessary finding therefore; and

WHEREAS, the Mayor and City Council have reviewed the recommendation of the Plan/Zoning Board of Appeals;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS, COOK COUNTY, ILLINOIS as follows:

Section 1. The City Council hereby finds and determines that the facts set forth in the preamble hereto are true and correct and hereby incorporates them as part of this Ordinance.

Section 2. The Requested Variation is hereby granted.

Section 3. That this variation is conditioned upon applicant’s construction of the addition substantially in accordance with the approved plans and documents submitted at the public hearing on this matter and with applicable codes.

Section 4. That this Ordinance and all exhibits attached hereto shall be recorded at the Cook County Recorder's Office at the expense of the Owners.

Section 5. The City Clerk is directed to publish this ordinance in pamphlet form and this Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED AND APPROVED this ____ day of October, 2021.

Nicholas J. Helmer, Mayor

ATTEST:

Wendy Morgan-Adams, City Clerk

AYES:

NAYS:

ABSENT:

Published in pamphlet form: October ____, 2019

Exhibit A

Legal Description of 303 W. Willow Rd., Prospect Heights, IL

LOT 2 IN BLOCK 7 IN SMITH AND DAWSONS 5TH ADDITION TO COUNTRY CLUB ACRES, PROSPECT HEIGHTS, ILLINOIS, BEING A SUBDIVISION IN THE WEST ½ OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

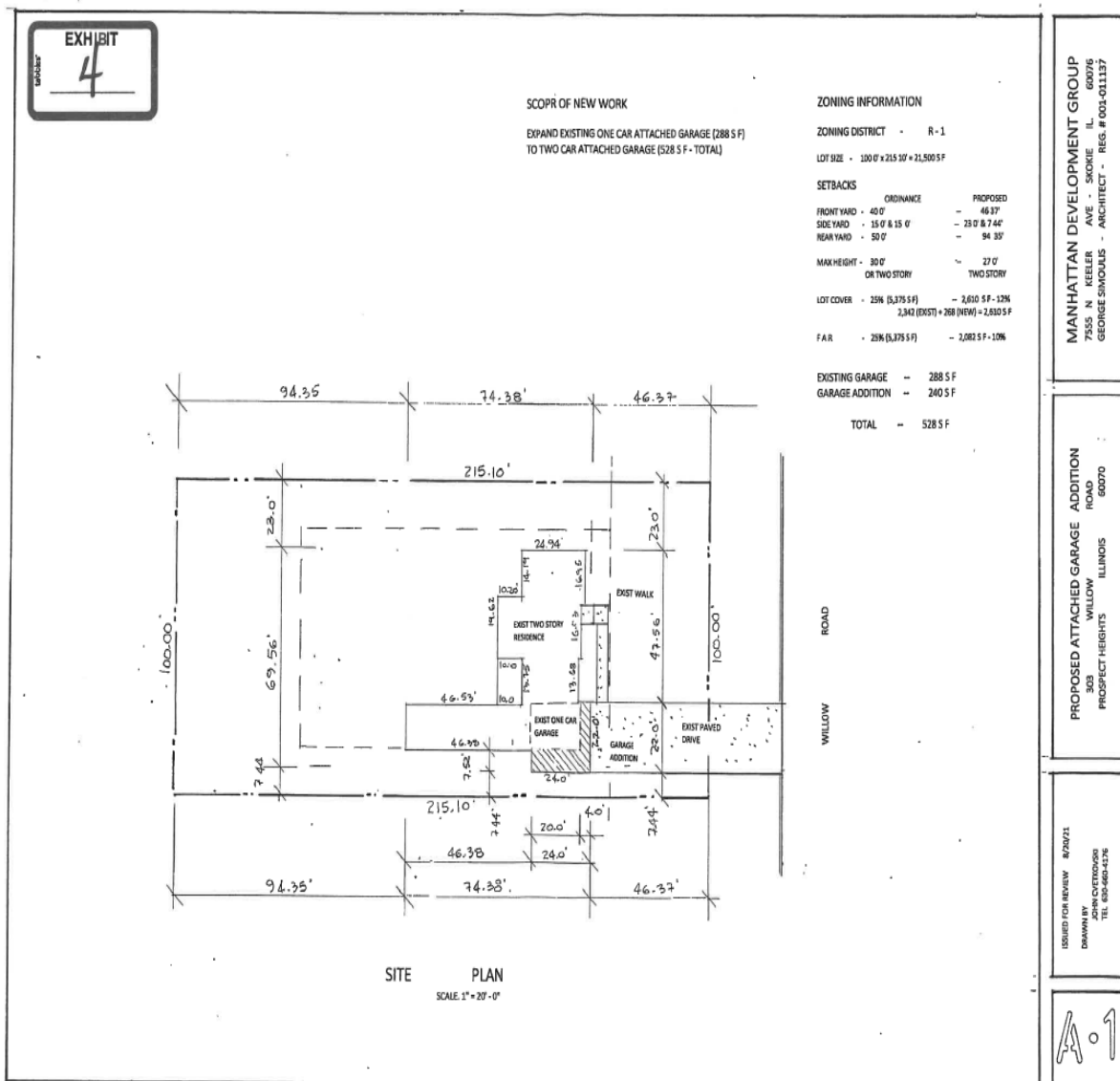
PIN # 03-22-310-003-0000

PLAT OF SURVEY

RECEIVED AUG 20 2021

Exhibit C

Site Plan Elevations





City of Prospect Heights

Department of Building & Zoning
8 North Elmhurst Road, Prospect Heights Illinois, 60070-6070
Office: 847/398-6070 x 211-FAX: 847/590-1854
www.prospect-heights.il.us

MEMORANDUM

Date: August 30, 2021

To: Planning/Zoning Board Commissioners

From: Daniel A. Peterson, Director of Building & Development

Subject: ZBA Case No. 21-08 V – Variation to encroach 7.52' into the 15' required side yard setback to construct a garage addition at 303 W. Willow Rd.

Please be advised that Florentin Munteanu, owner of the subject property, is seeking a variation to Section 5-6-1 E2 of the City of Prospect Heights Zoning Code to allow an encroachment into the required side yard setback from 15' to 7.4' for the construction of a garage addition to the primary structure.

Please contact me should you have any questions regarding this application.

Thank you.

PZBA Meeting

Case #21-08 V – Variation
303 W. Willow Rd., Prospect Heights. IL

EXHIBITS LIST			
No.	Date	Description	Prepared
1	08/20/21	Completed Application	Applicant
2	08/23/21	Hardship Letter	Applicant
3	01/24/19	Plat of Survey	Exacta Illinois Surveyors, Inc.
4	08/20/21	Project Site Plan & Elevations	Manhattan Development Group
5	03/27/19	Zoning Review	Director Peterson
6	03/27/19	Notices, Abutter's List	In File
7	03/25/19	Proof of Ownership	In File
8	09/12/21	Letter of Objection	Bob & Rosemary Flynn 305 S. Parkway, PH, IL 60070
9			
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FOR OFFICE USE ONLY:

FEE PAID _____
RECEIPT # _____
DATE _____
RECV'D BY _____
CASE # _____
MEETING DATE _____

PLAN/ZONING BOARD OF APPEALS

APPLICATION

Special use (\$400)
Variation (\$150)
Text Amendment (\$300)

Map Amendment (Refer to Ord. 0-03-18)
Subdivision/PUD (Refer to Ord. 0-03-18)
Lot Consolidation (Refer to Ord. 0-03-18)
Appearance Review

In addition to the application fee a refundable deposit not <\$500 nor >\$5,000 shall be required for all zoning applications to offset the direct costs of the application incurred by the City. If costs exceed the available escrow balance applicant will be required to replenish account. If balance remains the money will be refunded or applied to any building permit cost. (Refer to Ord. 0-18-06: 5-10-7(D))

APPLICANT: FLORENTIN MUNTEANU
ADDRESS: 303 W WILLOW RD
PROSPECT HEIGHTS, IL 60070
773-991-7988
PHONE: _____
E-MAIL: FLORENTINMUNTEANU23@GMAIL.COM

ADDRESS OF SUBJECT PROPERTY: 303 W WILLOW RD, PROSPECT HEIGHTS, IL, 60070

PROPERTY IS LOCATED IN THE R-1 ZONING DISTRICT.

APPLICABLE SECTION OF ORDINANCE: 5-6-1 E(2)

DESCRIPTION OF REQUEST: Reduce SIDE YARD SETBACK FOR GARAGE EXPANSION

Are there any covenants, conditions, restrictions or floodplain issues concerning type of improvements, setbacks, area or height requirements, occupancy or use limitations, etc. placed on the property and now of record: YES _____ NO X
If yes, please describe: _____

Has the property been the subject of previous or pending administrative legislative or court action:
YES _____ NO X If yes, give details: _____

The follow items MUST be submitted at time of filling:

1. Application (12 copies)
2. Plat of Survey (12 copies) -- must be drawn to scale and indicate the location of the proposed addition or construction and must contain the legal description of the property, along with additional information to support the application. (12 copies) *Note - please include one copy for file no longer than 11x17.
3. Proof of Ownership (1 copy)
4. Letter indicating Hardship (for variations only 12 copies)
5. Notice to Property Owners (1 copy)
6. List of Property Owners (1 copy) obtained from the Wheeling Township Office, 1616 N. Arlington Heights Rd. Arlington Heights, IL 60004 - Tel.847-259-1515 of all properties lying within 350ft. of property line/subject's property once approved confirmation letter from the City of Prospect Heights is received.
7. Application Fee (cash or check made payable to: City of Prospect Heights)

08/20/2021
Date:

Florentin Munteanu
Signature of Applicant

RECEIVED AUG 20 2021

August 23, 2021
Florentin I Munteanu
Monika Habinakova
303 W Willow Rd
Prospect Heights IL 60070-1242



RECEIVED AUG 25 2021

I am writing to seek a garage variance for my single-family home at (address). The current garage is dilapidated and unsafe for use. The current appearance of the garage is an eyesore for the neighborhood. The new structure would be an improvement to the neighborhood and result in an overall increase in property value. Several improvements and modifications have been made to the inside of the house and to the backyard.

The new expanded garage will provide additional parking space where we will be able to move the cars out of the driveway. It will also allow us to have extra storage room and be able to place my daughters, bikes, toys, skateboards, sports equipment, electric toy car which cannot be easily accessed with a single bay garage. In addition, a benefit of storing gardening equipment, ladders, trash bins and recycle bins and other materials out of the backyard and the neighbor's view.

Being able to expand the garage improvements and would be the final touch to all the renovations we have done and allow my family to enjoy our home fully.

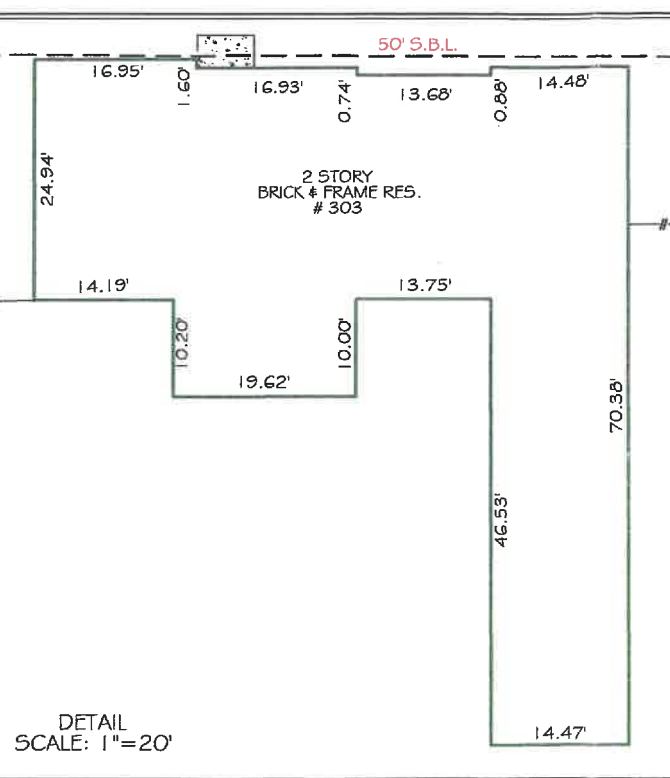
Thank you for your consideration,
Respectfully,

A handwritten signature in cursive script, appearing to read "Florentin I Munteanu".

1901.1924
BOUNDARY SURVEY
COOK COUNTY

LOT 2 IN BLOCK 7 IN SMITH AND DAWSON'S 5TH ADDITION TO COUNTRY CLUB ACRES, PROSPECT HEIGHTS, ILLINOIS, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY WAS SNOW COVERED AT TIME OF SURVEY



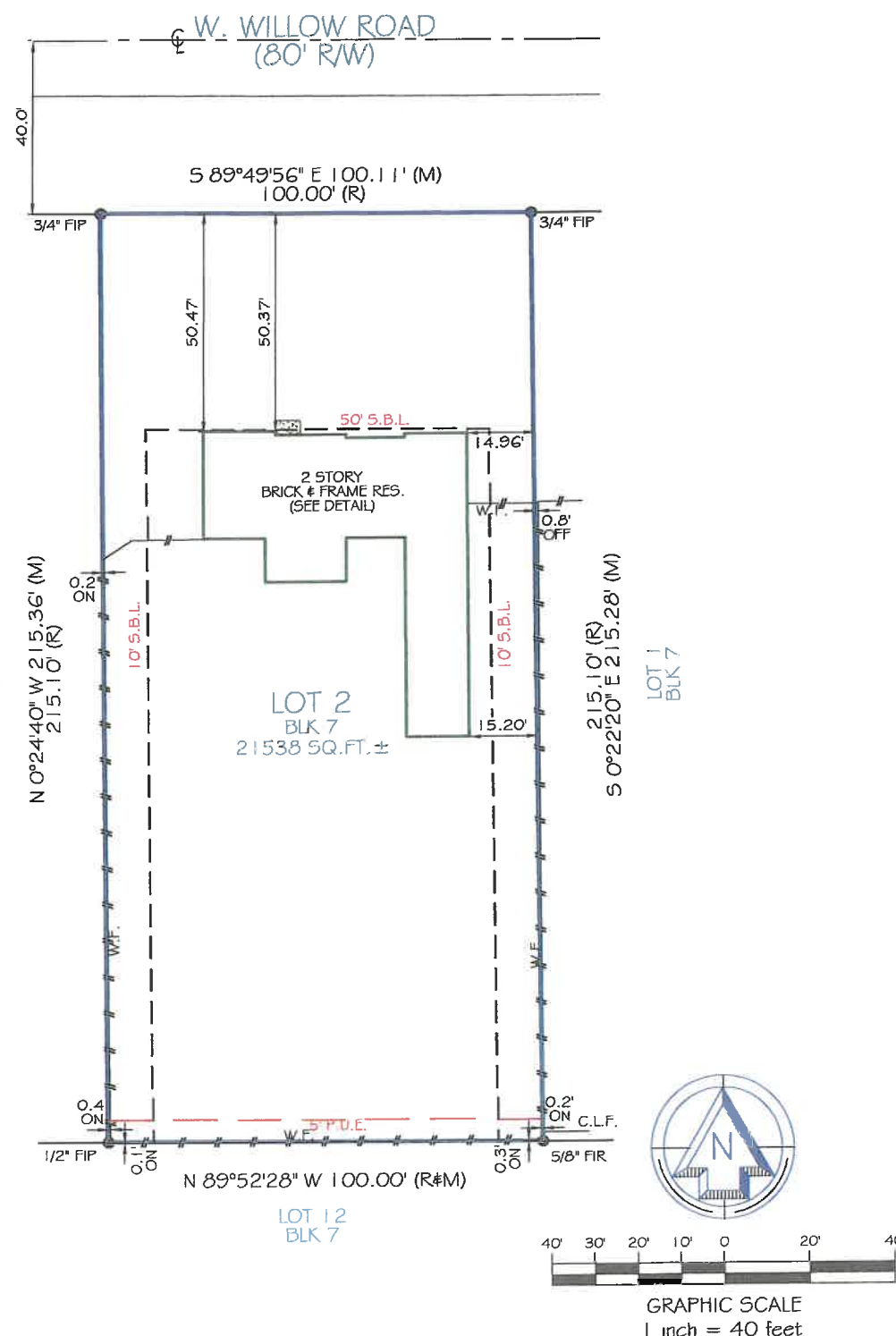
STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

THIS IS TO CERTIFY THAT THIS PROFESSIONAL SERVICE
CONFORMS TO THE CURRENT ILLINOIS MINIMUM
STANDARDS FOR A BOUNDARY SURVEY, GIVEN UNDER
MY HAND AND SEAL THIS 24th DAY OF JANUARY, 2019.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3993
 LICENSE EXPIRES 11/30/2020
 EXACTA LAND SURVEYORS LB# 5763



Use of this Survey other than Intended, without Written Verification, will be at the User's Sole Risk and without Liability to the Surveyor. Nothing hereon shall be Construed to give ANY Rights or Benefits to Anyone than those Certified



Supplementary Materials:

[illegible]

PROPERTY ADDRESS	SURVEY NUMBER	1901.1924
03 W WILLOW ROAD, PROSPECT HEIGHTS, ILLINOIS 60070		



CLIENT ORDER NUMBER:	DATE: 01/24/19
BUYER: FLORENTIN MUNTEANU AND MONIKA HABINAKOVA	
SELLER: RICHARD PEREZ AND KATHY PEREZ	
CERTIFIED TO: FLORENTIN MUNTEANU AND MONIKA HABINAKOVA	

LOT 2 IN BLOCK 7 IN SMITH AND DAWSON'S 5TH ADDITION
TO COUNTRY CLUB ACRES, PROSPECT HEIGHTS, ILLINOIS,
BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 22,
TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

100 JOURNAL OF MANAGEMENT INQUIRY / December 2003

1. *Comparison of the two groups*—The mean age of the patients in the two groups was 67.5 years (range 55–80 years) and 67.5 years (range 55–80 years), respectively. The mean duration of the disease was 10.5 years (range 1–25 years) and 10.5 years (range 1–25 years), respectively. The mean duration of the disease was 10.5 years (range 1–25 years) and 10.5 years (range 1–25 years), respectively. The mean duration of the disease was 10.5 years (range 1–25 years) and 10.5 years (range 1–25 years), respectively.



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316 East Jackson Street • Morris, IL 60450

RECEIVED AUG 20 2021

IR# 18400576

4

**EXPAND EXISTING ONE CAR ATTACHED GARAGE (288 S F)
TO TWO CAR ATTACHED GARAGE (528 S F - TOTAL)**

ZONING INFORMATION

ZONING DISTRICT - R - 1

LOT SIZE - 100 0' x 215 10' = 21,500 S F

SETBACKS

	ORDINANCE	PROPOSED
FRONT YARD -	40 0'	- 46 37'
SIDE YARD -	15 0' & 15 0'	- 23 0' & 7 44'
REAR YARD -	50 0'	- 94 35'

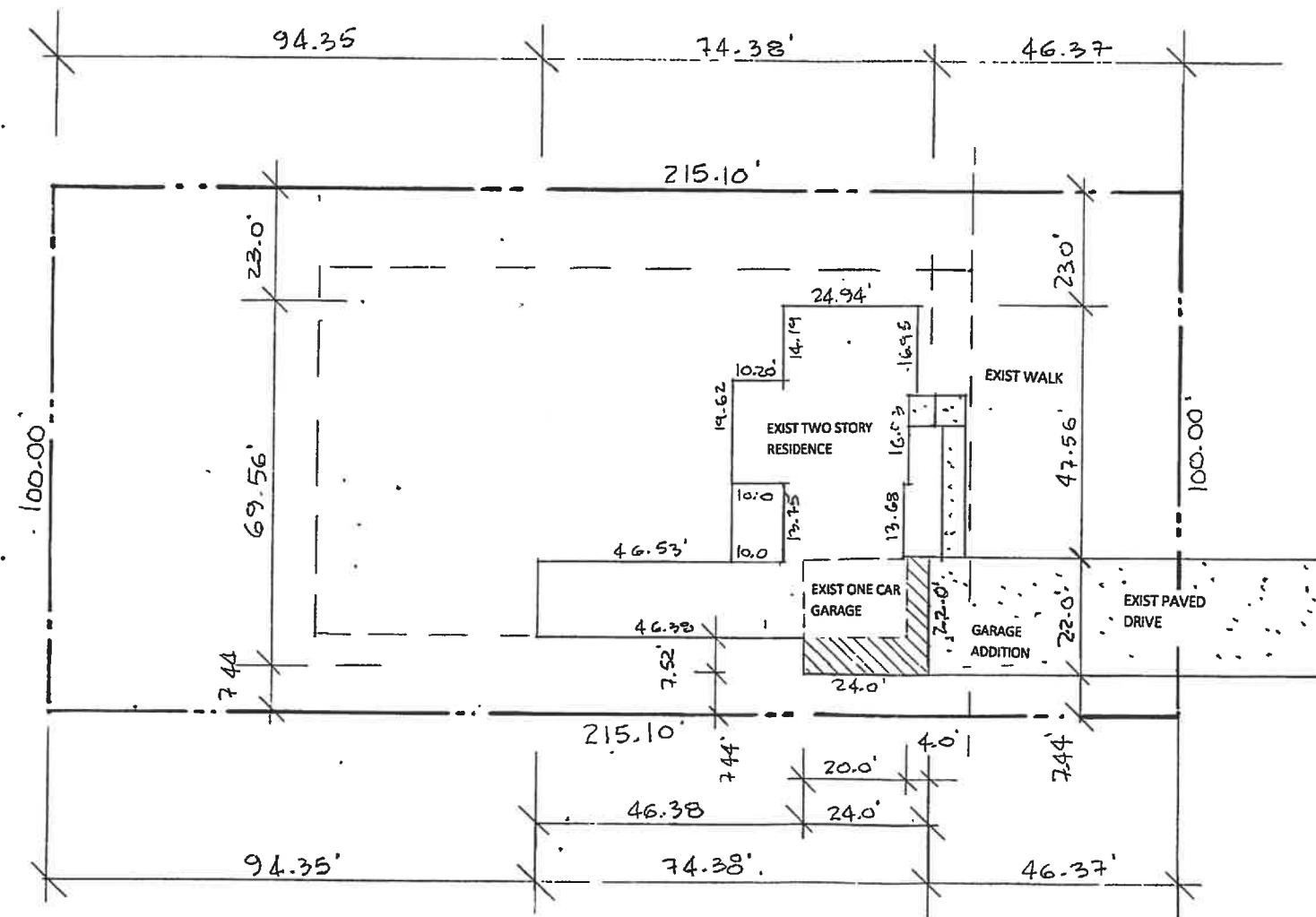
MAX HEIGHT - 30'0" OR TWO STORY - 27'0" TWO STORY

LOT COVER - 25% (5,375 SF) -- 2,610 SF - 12%
2,342 (EXIST) + 268 (NEW) = 2,610 SF

FAR - 25% (5,375 SF) - 2,082 SF - 10%

EXISTING GARAGE	--	288 S F
GARAGE ADDITION	--	240 S F

TOTAL -- 528 S F



SITE PLAN

SCALE. 1" = 20' - 0"

WILLOW ROAD

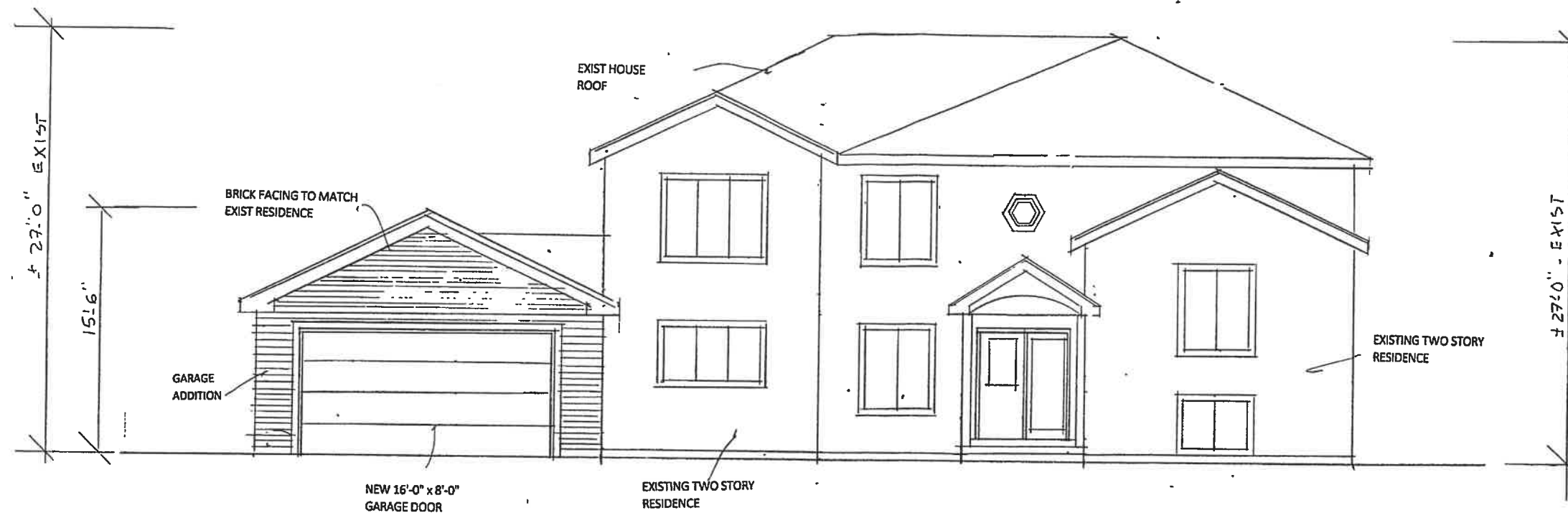
MANHATTAN DEVELOPMENT GROUP
7555 N KEELER AVE - SKOKIE IL. 60076
GEORGE SIMOULIS - ARCHITECT - REG. # 001-011137

PROPOSED ATTACHED GARAGE ADDITION
303 WILLOW ROAD
PROSPECT HEIGHTS ILLINOIS 60070

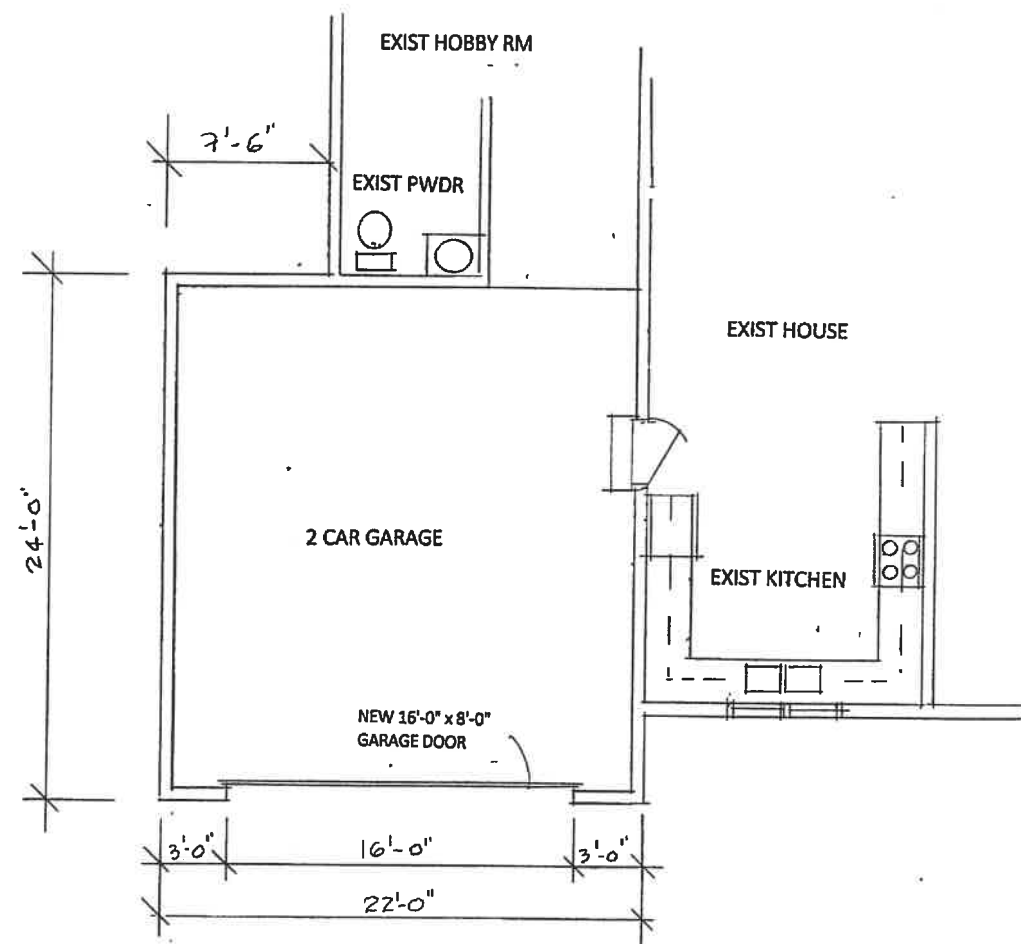
ISSUED FOR REVIEW 8/20/21
DRAWN BY
JOHN CVETKOVSKI
TEL 630-660-4176

A.1

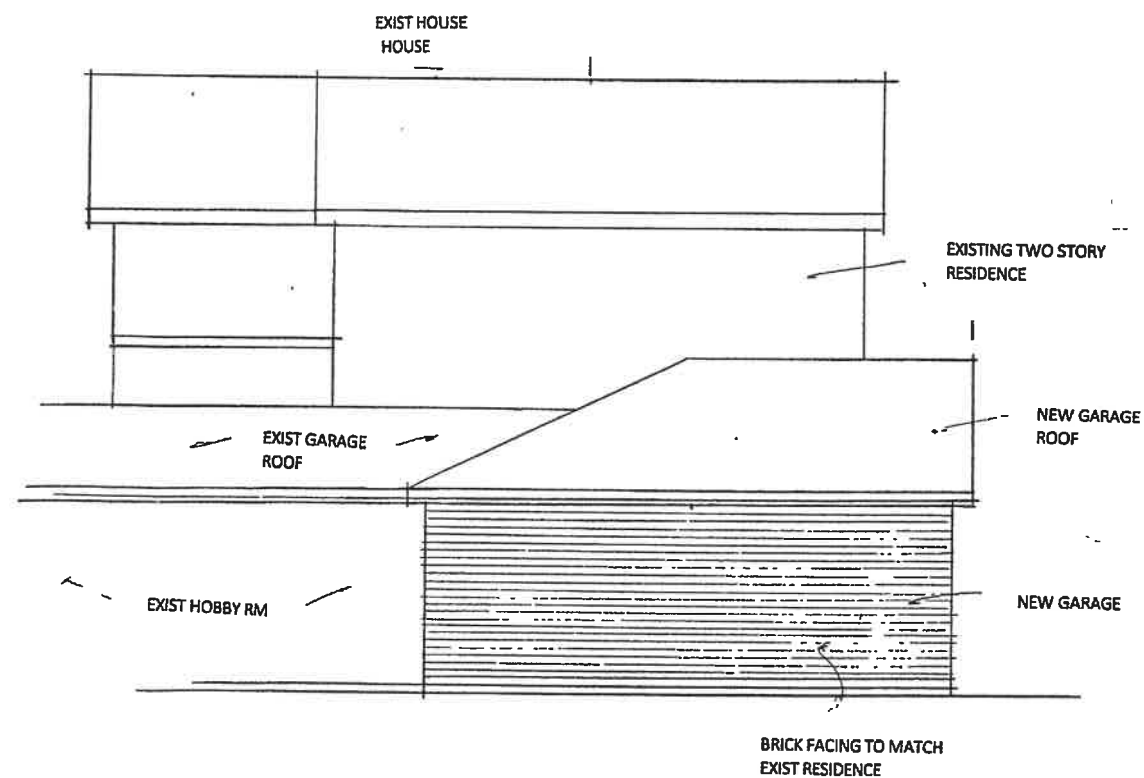
RECEIVED AUG 20 2021



FRONT ELEVATION
SCALE: 1/4" = 1' - 0"



NEW GARAGE LAYOUT
SCALE 1/4" = 1' - 0"



NORTH ELEVATION
SCALE 1/4" = 1' - 0"

MANHATTAN DEVELOPMENT GROUP
7555 N KEELER AVE - SKOKIE IL 60076
GEORGE SIMOULIS - ARCHITECT - REG. # 001-011137

PROPOSED ATTACHED GARAGE ADDITION
303 WILLOW ROAD 60070
PROSPECT HEIGHTS ILLINOIS

ISSUED FOR REVIEW 8/20/21
DRAWN BY: JOHN CVETKOVSKI
TEL 630-660-4176

A-2

RECEIVED AUG 20 2021

Zoning Review



Date: August 30, 2021

Reviewer: Daniel A. Peterson, Director of Building & Development

Applicant: Florentin Munteanu

Subject Property: 303 W. Willow Rd.

Application: Variation Side Yard Setback – Section 5-6-1E2

Project: Construct a Garage Addition on the Primary Structure in a Required Side Yard

Documents Reviewed: Completed Application. See list of exhibits in packet.

Applicable Zoning Sections: Additional Parking Regulations: 5-6-1 E2 Yard Area
Variation Standards 5-10-8

Current Zoning: R-1 Single Family Residential District

Current Use: Single Family Residential Permitted Use

Request: The petitioner is seeking a variation to Section 5-6-1 E2 to allow an encroachment into the required interior side yard setback from 15' to 7.44' for the proposed garage addition to the primary structure.

Standards for Variations:

Staff has reviewed the project for conformance with the standards for variation. Commissioners should review for conformance with the standards for variation on each request separately.

5-10-8: VARIATIONS:

F. Standards For Variations: The plan/zoning board of appeals shall not recommend variation of the regulations of this title unless it shall make findings of fact based upon the evidence as presented that: (Ord. 0-77-27, 7-18-1977; amd. Ord. 0-03-35, 9-15-2003)

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.

Response: **The property is legal non-conforming. The property has a 10' side yard setback meeting the requirements of Cook County prior to the City incorporating and establishing the current minimum 15' side yard setback. The owner property is seeking a minimum variation, 2.5' into the required side yard to make his one car garage into a 2-car garage. There will be 7.44' of green space between the proposed garage and the side lot line.**

2. Literal interpretation of the provisions of this title would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this title.

Response: **The literal interpretation of this title would not deprive the applicant of rights enjoyed by other properties within the R-1 District.**

3. The alleged hardship has not been directly created by any person presently, or a predecessor in interest, having a proprietary interest in the premises.

Response: **Previous owners constructed the home and other additions to the home. The applicant would be required to request a variation to install a long driveway to access the rear yard and a possible detached garage.**

4. The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.

Response: **The proposed addition is the minimum necessary to add a second bay to the existing house. The variation would leave 7.44' of open side yard to the neighbor to the east property line.**

5. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, or endanger the public safety.

Response: **The proposed project is in keeping with residential improvements. Except for the requested variation the project meets all other standards of the R-1 District.**

6. The proposed variation will not alter the essential character of the locality.

Response: **The overall project will not alter the essential character of the locality.**

7. The proposed variation is in harmony with the spirit and intent of this title.

Response: **Standard met.**

8. The granting of the variation requested will not confer the applicant any special privilege that is denied by this title to owners of other lands, structures, or buildings in the same district.

Response: **Standard met, each case is reviewed and granting of the variation is not denying the right of others in the same district to seek the same variation.**

9. No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted use of lands, structures, or buildings in other districts shall be considered grounds for issuance of a variation. (Ord. 0-77-27, 7-18-1977)

Response: Standard met. Application does not consider other lands, buildings, structures or uses.

10. The plan/zoning board of appeals shall further make a finding that the reasons set forth in the application justify the granting of the variation, and that the variation is the minimum variation that will make possible the reasonable use of the land, building, or structure. (Ord. 0-77-27, 7-18-1977; amd. Ord. 0-03-35, 9-15-2003)

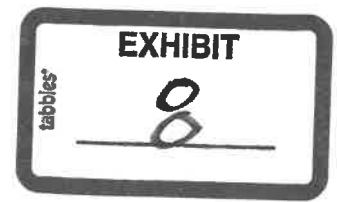
The board may impose such conditions and restrictions upon the location, construction, design and use of property benefited by a variation as may be necessary or appropriate to comply with the foregoing standards and to protect adjacent property and property values.

Response: Staff is not recommending any additional conditions or restrictions.

Conclusion:

Staff believes the project will not create any negative impacts to the neighbors, is in keeping with the character of the neighborhood and the minimum variation necessary to complete the project.

Staff concurs with the request.



September 12, 2021

RECEIVED SEP 13 2021

To whom it may concern,

My husband and I will be unable to attend the meeting on September 23rd but would like to voice our opinion on this zoning matter. We are very much opposed to the encroachment listed by these homeowners.

As residents of Prospect Heights, we must abide by the planning and zoning specifications for our property as well as every homeowner living in this community. It is for the good of ourselves and our neighbors.

Please put us down as a nay/oppose to this zoning encroachment.

Regards,

Bob and Rosemary Flynn
305 South Parkway

**NOTICE TO PROPERTY OWNERS
PLAN/ZONING BOARD OF APPEALS
PUBLIC HEARING**

RECEIVED SEP 13 2021

Date of Hearing:

September 23, 2021

Time of Hearing:

7:00 p.m.

Place of Hearing:

**Prospect Heights City Hall
8 North Elmhurst Road
Prospect Heights, IL 60070**

Subject Property

303 W. Willow Rd. Prospect Heights, IL 60070

Explanation of Request:

The petitioner will be seeking the following relief for this project:

Variation to encroach into the required side yard setback from 15' to 7.44' for the construction of a garage addition to the primary structure on the property in the R-1 Single Family Residential District as required by Section 5-6-1 E2 of the Prospect Heights Zoning Code.

Legal Description:

LOT 2 IN BLOCK 7 IN SMITH AND DAWSONS 5TH ADDITION TO COUNTRY CLUB ACRES, PROSPECT, HEIGHTS, ILLINOIS, BEING A SUBDIVISION IN THE WEST ½ OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #03-22-310-003-0000

Name of Applicant(s)

Fourentin Munteanu

Address:

**303 W. Willow Rd.
Prospect Heights, IL 60070**

This notice must be postmarked for service not less than 15 days, nor more than 30 days before the date of the public hearing. Service must be made to the owners (those persons whose names appear in the tax records) of all property owners within 350 feet in each direction of the lot lines of the subject property. The number of feet occupied by all public roads, streets, alleys and other public ways shall not be included in computing this 350 foot requirement. In no event shall this requirement exceed 450 feet (including public roads, streets, alleys and other public ways).



City of Prospect Heights

Department of Building & Zoning
8 North Elmhurst Road, Prospect Heights Illinois, 60070-6070
Office: 847/398-6070 x 211-FAX: 847/590-1854
www.prospect-heights.il.us

MEMORANDUM

Date: October 4, 2021

To: Mayor Helmer and City Council

Cc: Joe Wade, City Administrator

From: Daniel A. Peterson, Director of Building & Development

Subject: ZBA Case No. #20-07 SU - Special Use for a Sit Down Restaurant
1311 N. Rand Road, Arlington Heights, IL – Sue's

ISSUE: Consideration of an Ordinance #O-21-25 approving a Special Use Permit for a Sit Down Restaurant at 1311 N. Rand Road, Arlington Heights, IL 60004

BACKGROUND:

The PZBA held public hearings on August 26, 2021 and continued to September 23, 2021 to hear ZBA Case #21-07 SU, an application for a Special Use Permit to allow a sit down restaurant in the B2-A General Commercial Zoning District. Susan Dorsch and Marie Boruki, owners, presented their application and provided testimony as to the nature of the business and their plans for use of the vacant former cabinet store. The applicants provided testimony that they plan to operate a sit down restaurant and fresh sub sandwiches, personal pizzas and other items. They will be seeking a liquor license by separate application. The restaurant would occupy the vacant existing 3,045 sq. ft. facility. (Former Cabinet Shop)

The PZBA questioned the proposed floor plan as not having the restaurant as the primary space. Applicants stated a revised floor plan and updated design details taking the PZBA recommendations will be provided. Staff will forward revised plans once received. After considerable deliberation and discussion regarding the primary use as restaurant, the PZBA voted to recommend to the City Council approval of the Special Use Permit for a sit down restaurant in the B-2A General Commercial District for Park Local, with conditions. The conditions are: 1) Stripe parking stalls on both lots per plan, 2) Provide required ADA Accessible Parking and 3) Remove non-compliant business signs from the property.

The Plan Zoning Board of Appeals voted 6-0 to recommend approval of the Special Use Permit. Staff concurs with the recommendation.

The applicants will be seeking a full service liquor license. Any request for video gaming will be processed through the Illinois Gaming Board.

RECOMMENDATION: First reading of Ordinance #O-20-24 granting a Special Use Permit for a Sit Down Restaurant at 1311 N. Rand Rd., Arlington Heights, IL.

ORDINANCE NO. O-21-25

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW A SIT DOWN RESTAURANT AT 1311 N. RAND ROAD, ARLINGTON HEIGHTS, IL

WHEREAS, the City of Prospect Heights Zoning Ordinance requires a Special Use Permit to permit a sit down restaurant with outdoor seating in the B-2A General Commercial Zoning District; and

WHEREAS, Susan Dorsch, Sue's, (Petitioner), has filed an application for a sit down restaurant 1311 N. Rand Road, Arlington Heights, Illinois (the "Property"); and

WHEREAS, the Plan Zoning Board of Appeals (PZBA) held a public hearing on September 23, 2021, regarding said application; and

WHEREAS, the PZBA has found the application meets the standards for a special use with conditions and has recommended that the City Council grant such relief; and

WHEREAS, the Mayor and City Council has reviewed the documents pertinent to the application and the recommendations of the PZBA, concurs with the findings of the PZBA and finds that the standards for the special use have been met;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS, COOK COUNTY, ILLINOIS as follows:

SECTION ONE. The City Council hereby finds and determines that the facts and conditions set forth in the preamble hereto are true, correct and appropriate and hereby adopts same as part of this Ordinance.

SECTION TWO. That a Special Use Permit is hereby granted for a sit down restaurant on the Property and shall run with the use and not with the land.

SECTION THREE. The above approvals are granted with the following conditions:

1. Parking lot to meet the City Zoning Code
 - a. Parking lot shall be striped per plan provided.
 - b. Properly striped and signed handicap parking spaces are required for parking areas per the Illinois Accessibility Code and City Code.
 - c. Minimum \$250.00 fine sign.
2. All business related signage located on the property shall brought into compliance with the City Sign code.

SECTION FOUR. That this Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED and **APPROVED** this _____ day of October 2021.

Nicholas J. Helmer, Mayor

ATTEST:

Joanna Prisiajniouk, City Clerk

AYES:

NAYS:

ABSENT:

Published in pamphlet form: October _____, 2021



City of Prospect Heights

Department of Building & Zoning

8 North Elmhurst Road, Prospect Heights Illinois, 60070-6070

Office: 847/398-6070 x 211-FAX: 847/590-1854

www.prospect-heights.il.us

MEMORANDUM

Date: August 19, 2021

To: Bruce Mellen – Chairman
Plan/Zoning Board Commissioners

From: Daniel A. Peterson, Director of Building & Development

Subject: ZBA Case No. 21-07 SU – 1311 N. Rand Rd., Arlington Heights
Special Use Permit for a sit down restaurant

Please be advised that a Special Use Permit is required for a sit down restaurant in the B-2A General Commercial District. The PZBA will conduct a public hearing on Thursday August 26, 2021 at the next regularly scheduled PZBA meeting.

The applicant, Susan Dorsch and Marie Boruki, (Applicant), are lease tenants of 1311 N. Rand Rd. They are seeking approval for a sit down restaurant build out of an existing 3,045 sq. ft. vacant retail space. The parking classification per code is Class #16. Based upon the requirement for off-street parking, the restaurant would require 31 parking spaces. The existing parking lots in the front and rear of the property appear to be adequate to accommodate the required parking demand of the center. A parking plan was not submitted for review. The existing parking lots need maintenance and striping to confirm compliance.

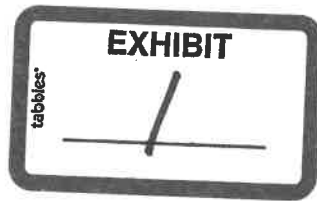
Upon successful completion of the Special Use Permit, the applicant will be seeking a liquor license.

Thank you.

PZBA Meeting

Case #21-07 SU – Special Use
1311 N. Rand Road, Prospect Heights. IL

[illegible]



FOR OFFICE USE ONLY:

FEE PAID _____
RECIEPT # _____
DATE _____
RECV'D BY _____
CASE # _____
MEETING DATE _____

PLAN/ZONING BOARD OF APPEALS

X 500⁰ Bond Return 500 APPLICATION

X Special use (\$400)
Variation (\$150)
Text Amendment (\$300)

Map Amendment (Refer to Ord. 0-03-18)
Subdivision/PUD (Refer to Ord. 0-03-18)
Lot Consolidation (Refer to Ord. 0-03-18)
Appearance Review

APPLICANT: Sue's SuperPlay LLC - Sue Dorsch
ADDRESS: 1215 N. Waterman

Arlington Hts, IL 60004

PHONE: 224-245-0159

E-MAIL: tashador2000@yahoo.com

ADDRESS OF SUBJECT PROPERTY: 1311 E. Rand Rd. Prospect Hts, IL

PROPERTY IS LOCATED IN THE B-2A ZONING DISTRICT.

APPLICABLE SECTION OF ORDINANCE: 5-7-3C

DESCRIPTION OF REQUEST: To establish and operate a
restaurant with seating for 30 and (6) video gaming stations

Are there any covenants, conditions, restrictions or floodplain issues concerning type of improvements, setbacks, area or height requirements, occupancy or use limitations, etc. placed on the property and now of record: YES _____ NO X
If yes, pelase describe: _____

Has the property been the subject of previous or pending adminstrative legislative or court action:
YES _____ NO X If yes, give details: _____

The follow items MUST be sumitted at time of filling:

1. Application (12 copies)
2. Plat of Survey (12 copies) - must be drawn to scale and indicate the location of the proposed addition or construction and must contain the legal description of the property, along with additional information to support the application. (12 copies) *Note - please include one copy for file no longer than 11x17. 12
3. Proof of Ownership (1 copy)
4. Letter indicating Hardship (for variations only 12 copies)
5. Notice to Property Owners (1 copy)
6. List of Property Owners (1 copy) obtained from the Wheeling Township Office, 1616 N. Arlington Heights Rd. Arlington Heights, IL 60004 - Tel.847-259-1515 of all properties lying within 350ft. of property line/subject's property once approved confirmation letter from the City of Prospect Heights is received.
7. Application Fee (cash or check made payable to: City of Prospect Heights)

6/29/21
Date:

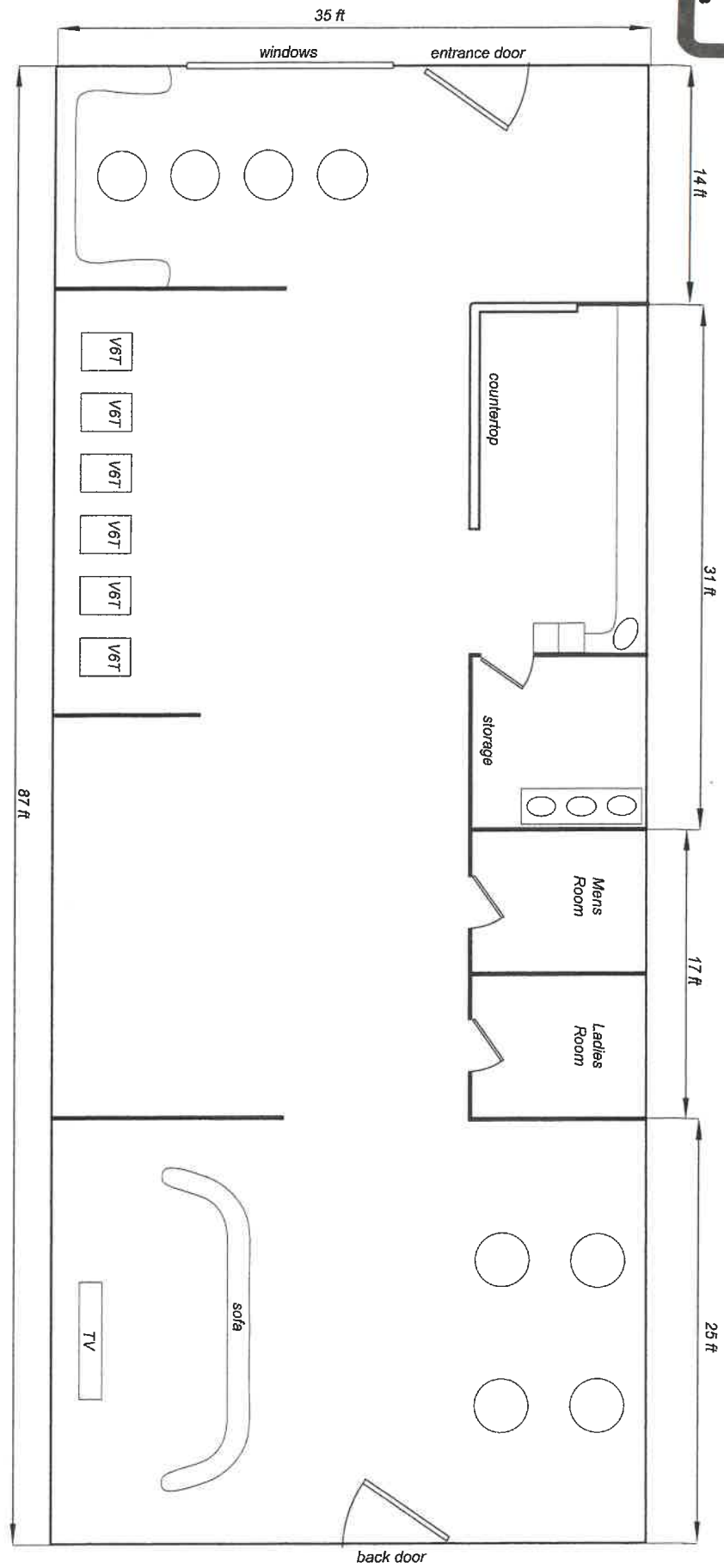
Susan H. Dorsch
Signature of Applicant

EXHIBIT

1A

tabbles

wall to built





Menu

Personal Pizzas: Cheese, Pepperoni, Sausage

Subs: (Choice of: Lettuce, Tomato, Pickles, Onion, Oregano, Oil, Mayo, Mustard)

- Turkey & Cheddar
- Ham & Cheddar
- Salami & Cheddar
- Veggie Sub

Hot Dog: Chicago Style

Chips: Doritos, Pretzels, Regular

Desserts

Brownies

Cookies

ABBREVIATION LEGEND

N. North
S. South
E. East
W. West
N.E. Northeast
S.E. Southeast
S.W. Southwest
N.W. Northwest
P.B. Point of Beginning
S.F. Square Feet
R.F. Right of Way
D.C. Deed
R.C. Recorded
M.S. Measured
T.P. Top of Foundation
I.P. Iron
P.V.C. Polyvinyl Chloride
C.P. Corrugated Metal Pipe
M.N. Minimum
M.A. Maximum

LEGEND	
Existing Boundary Tree with Tree Diameter	Light Pole
Existing Center with Tree Diameter	Light on Caisson
Known Tree	Traffic Light
Developer Connected	Hand Hole
Developer Unconnected	Traffic Vault
Fire Hydrant	Underground Utility Marker
Water Shut-Off	
Overhead Utility Line	Hand Utility Pole
Cable Telephone	Communication Pole
Gas	Manhole
Electric	Transformer
Sanitary	Manhole
Storm	Manhole
Water	Water Vault

A.L.T.A.-N.S.P.S. Land Title

R.E. DECKER
1952-1-1979

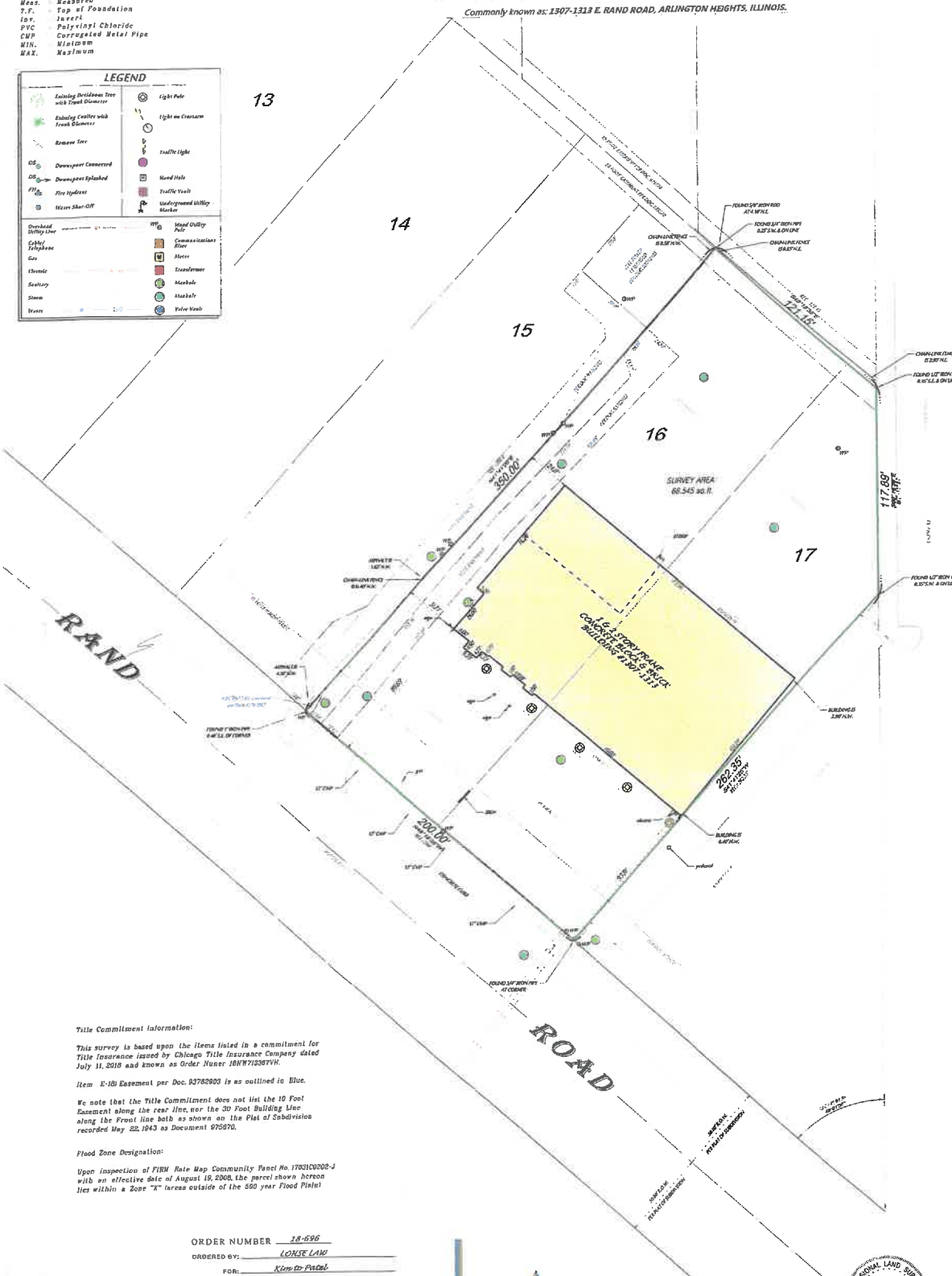
R.G. PAULETIC
P.L.S. 055-32/1

Plat of Survey

of
Lots 16 and 17 in CH. Taylor's Arlington Heights Acres, being a Subdivision of that part of the Northwest Quarter of the Southwest Quarter of Section 22, Township 42 North, Range 14, East of the Third Principal Meridian, being North of Rand Road, in Cook County, Illinois.

Commonly known as: 1307-1313 E. RAND ROAD, ARLINGTON HEIGHTS, ILLINOIS.

The Meridian is assumed but reflects the record Subdivision as Deed, except when noted.
Scale 1"=30 ft



Title Commitment Information:

This survey is based upon the items listed in a commitment for Title Insurance issued by Chicago Title Insurance Company dated July 11, 2018 and known as Order Number 18M712387YH.

Item E-10 Easement per Doc. 93782903 is as outlined in Blue.

We note that the Title Commitment does not list the 10 Foot Easement along the rear line, nor the 30 Foot Building Line along the front line both as shown on the Plat of Subdivision recorded May 16, 1943 as Document 976870.

Flood Zone Designation:

Upon inspection of FIRM Rate Map Community Panel No. 17031C0202-1 with an effective date of August 19, 2008, the parcel shown hereon lies within a Zone "X" (area outside of the 500 year Flood Plain)

ORDER NUMBER 18-696

ORDERED BY: LONISE LAND

FOR: KIM DE PASTAL

REVISIONS:



R E DECKER
PROFESSIONAL LAND SURVEYORS PC
114 E. COOK AVENUE
LIBERTYVILLE, IL 60048
TEL. 847-362-0091
DeckerSurvey@gmail.com



Field Work Completed on: 8-22-18

STATE OF ILLINOIS } ss
COUNTY OF LAKE }

TO CHICAGO TITLE INSURANCE COMPANY
TO FIRMEN PAUL and MARIE PAUL
TO Creative Lending Solutions

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2018 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7, and 8 of Table A thereof.

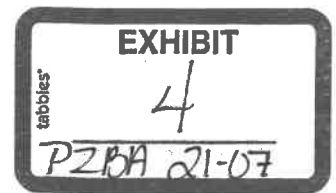
By: _____
Professional Land Surveyor

This Professional arrives conforms to the current Illinois minimum standards for a "Boundary Survey."

Compare the Description on this Plat with your Deed and Title also compare all stakes to this Plat before building by them, and report any differences at once. Dimensions are shown in feet and decimal parts thereof.

TITLE & RECORD SEAL
PLAT IS 1412





Zoning Review

Date: August 16, 2021
Reviewer: Daniel A. Peterson, Director of Building & Development
Applicant: City of Prospect Heights
Subject Property: 1311 N. Rand Rd. Arlington Heights, IL 60004
Application: ZBA 21-07 SU
Special Use Permit for Sit Down Restaurant in the B-2A General Commercial District
Project: Susan Dorsch, Owner, Sue's Super Play

Documents Reviewed:

- A. Application prepared by Susan Dorsch & Marie Borucki, Owners, Sue's Super Play
- B. Plat of Survey dated 8/22/2018
- C. Floor plan prepared by Applicant
- D. Parking Plan,

Applicable Zoning Code Sections: Special Uses: 5-10-9 and 5-7-4 C

Current Zoning: B-2A
Proposed: B-2A

Current Use: Vacant Retail Space
Proposed: Sit Down Restaurant
Unit Area $\pm$: 3,045 $\pm$ sq. ft.

Parking: Class 16. Ten (10) spaces per 1,000 sf. - Thirty-one (31) spaces required.

5-10-9: SPECIAL USES:

A. Authorization: The locations, construction, extension, or structural alteration of any use for which a special use permit is required pursuant to the provisions of this title may be authorized by a permit issued by the corporate authorities, subject to the standards set forth herein, and such conditions as may be imposed pursuant to this chapter. Prior to such authorization, a public hearing shall be held and a published notice shall be given, in the manner prescribed for amendments by this title.

B. Application For Special Use: Any person owning or having interest in the subject property may file an application to use such land for one or more of the special uses provided for in this title in the zoning district in which the land is situated.

Response: The applicant, Susan Dorsch & Marie Borucki, have a lease interest in the space and have the right to apply for the Special Use Permit.

C. Notice Of Hearing: The same procedure for notice of hearing as required for variations (subsection [5-10-8D](#) of this chapter) shall be followed for special use. (Ord. 0-77-27, 7-18-1977)

Response: **Notice was published and has met the notice requirements.**

D. Notice To Property Owners: The petitioner for a special use permit shall notify all property owners within three hundred fifty feet (350'), excluding public land and rights of way, but in no event more than four hundred fifty feet (450'), in each direction of the petitioner's property lines, by certified mail or individual notice executed by said property owners, of the date, hour and location of the public hearing and the special use requested. Such notice shall be in the same form as the published public notice and shall be mailed or delivered and executed not less than fifteen (15) and not more than thirty (30) days prior to the date of the public hearing. The owners to be notified are such persons or entities which appear in the authentic tax records of Cook County. Proof of notification shall be submitted by the petitioner to the plan/zoning board of appeals no later than the day of the public hearing. (Ord. 0-06-35, 8-21-2006)

Response: **Notice has been mailed to the property owners with three hundred fifty (350') of the subject property as required.**

E. Standards: No special use shall be recommended by the plan/zoning board of appeals unless said board shall find: (Ord. 0-77-27, 7-18-1977; amd. Ord. 0-03-35, 9-15-2003)

1. That the establishment, maintenance or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare.

Response: **The applicant(s) shall provide testimony regarding sit down restaurant operation. A full service Sushi restaurant is located in the shopping center.**

2. That the special use will not be injurious to the use and enjoyment of other property in the community for the purposes already permitted, nor diminish and impair property values within the community.

Response: **A special use for a sit down restaurant is consistent with similar restaurants in the B-2A General Commercial District and will not diminish or impair property values with the community. Applicants shall provide testimony to address this standard.**

3. That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

Response: **The proposed special use is consistent with a special use on the lot and is in keeping with the City's master plan.**

4. That adequate utilities, access roads, drainage and/or other necessary facilities have been or are being provided.

Response: **The special use is for an existing vacant space and all improvements are currently provided.**

5. That adequate measures have been or will be taken to provide ingress or egress so designed to minimize traffic congestion in the public streets. (Ord. 0-77-27, 7-18-1977)

Response: Complies. There is adequate space on the property to accommodate the parking needs of the proposed restaurant and the existing uses on the property. The parking lot is in need of maintenance and striping. Parking stalls shall be clearly striped and number and location of accessible parking spaces shall be identified and signed with a \$250.00 fine. Separate permit will be required for the parking lot maintenance.

6. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the city council pursuant to the recommendations of the plan/zoning board of appeals. (Ord. 0-77-27, 7-18-1977; amd. Ord. 0-03-35, 9-15-2003)

Response: The special use application conforms to the applicable regulations of the B-2A General Commercial District.

7. That the area described in the petition does not lie wholly or partly in floodplain, as defined by the flood control ordinances of the city; or, if it does lie wholly or partly within the floodplain, that adequate provisions for storage, runoff control and floodwater retention, as appropriate, have been made.

Response: The property does not lie within a floodplain.

F. Conditions And Standards: Prior to granting any special use, the board may recommend, and the city council shall stipulate, such conditions and restrictions upon the establishment, location, construction, maintenance and operation of the special use as deemed necessary for the protection of the public interest and to secure compliance with the standards and requirements specified herein, or as may be from time to time required. (Ord. 0-77-27, 7-18-1977)

Response: Staff recommends the following conditions.

1. **Parking lot to meet the City Zoning Code Section 5-8-2**
 - A. Building Permit is required. A parking plan shall be submitted, reviewed and completed prior to occupancy.
 - B. Properly striped and signed handicap parking spaces are required for parking areas per the Illinois Accessibility Code and City Code.
 - C. Minimum \$250.00 fine sign.
2. **All signage on property to be compliance with City Code Section 5-9-3.**

Conclusion:

The application shall be reviewed as a sit down restaurant. Applicants shall provide an updated floor plan clearly showing seating capacity, food preparation and storage area.

The City Council will consider all applications for liquor licenses.

The State of Illinois Gaming Board will consider applications for video gaming.

ABBREVIATION LEGEND

N = North
S = South
E = East
W = West
N.E. = Northeast
S.E. = Southeast
N.W. = Northwest
S.W. = Southwest
P.O.B. = Point of Beginning
D.T. = Distance
B.O.W. = Right of Way
C.O. = Corner
R.O. = Reserved as
W.O. = Water of
T.O. = Top of
L.O. = Lower
P.O. = Point of
C.O.P. = Carriage of
W.P. = Water
M.S. = Masonry

LEGEND



A.L.T.A.-N.S.P.S. Land Title

R.E. DECKER
(1973-1993)

R.G. PASLICH
(1973-1993)

Plat of Survey

Lot 16 and 17 in Ch. Taylor's Arlington Heights Area, being a subdivision of that part of the Northwest Quarter of the Southwest Quarter of Section 12, Township 42 North, Range 12 East of the Third Principal Meridian, 10th North of Range Road in Cook County, Illinois.

Commonly known as 1207-1212 E. RAND ROAD, ARLINGTON HEIGHTS, ILLINOIS.



13

14

15

RAND

ROAD

Title Commitment Information

This survey is based upon the data listed in a commitment for Title Insurance issued by Chicago Title Insurance Company dated July 11, 2008 and known as Decker Survey DSW7530730.

Item 17.05 Commitment per line 02761003 is as outlined in Blue.

We note that the Title Commitment does not list the 10 Foot Easement along the rear line nor the 30 Foot Building Line along the front line both as shown on the Plat of Subdivision recorded May 12, 1993 as Document 930670.

Flood Zone Designation

Upon inspection of FEMA Rate Map (Community Panel 15 170070002) with an effective date of August 18, 2008 the parcel shown herein lies within a Zone "X" (severe risk of the 100 year Flood Flood).

ORDER NUMBER: 16-691
ORDERED BY: JONNE LEE
FOR: KIM TO PAUL
REVISIONS:



R E DECKER
PROFESSIONAL LAND SURVEYORS PC
114 E. COOK AVENUE
LIBERTYVILLE, IL 60048
TEL 847-362-0091
DeckerSurvey@gmail.com



Field Work Completed on: 8-22-08
STATE OF ILLINOIS
COUNTY OF LAKE

TO CHICAGO TITLE INSURANCE COMPANY
TO KIM TO PAUL AND JONNE LEE
TO Creative Lending Solutions

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2000 Minimum Standard Detail Requirements for ALTA and NSPS Land Title Surveys promulgated and adopted by ALTA and NSPS and includes items 1, 2, 3, 4, 5 and 6 of Table A, thereof.

By: Professional Land Surveyor

This Professional opinion conforms to the current Illinois minimum standards for a "Boundary Survey".

Compare the description on this Plat with your deed and title also compare all stakes to this Plat before building by them, and report any differences at once thereupon the stakes to be laid down and left there.

REPLY & RABD SEAL
PLAT IN 100-1100



SUE'S

SUE'S

Menu

Breakfast

BAGEL Onion, Everything, Raisin W/Choice of Cream Cheese or Butter. Toasted or Untoasted.

MUFFINS Blueberry, Banana Nut

Personal Pizzas

CHEESE Marinara, Cheese & Seasonings

PEPPERONI Pepperoni, Marinara, Cheese & Seasonings

SAUSAGE Sausage, Marinara, Cheese & Seasonings

Hot Dogs

CHICAGO STYLE

Mustard, Onion, Relish, Tomato, Hot Peppers & Celery Salt

Sides

CHIPS BBQ & Regular

Pretzels Salted & Unsalted

Fresh Made Subs

THE HERO Bologna, Salami, Ham, American Cheese, Lettuce, Tomato, Onion, Pickles, Olive Oil & Oregano

BIG ITALIAN Salami, Provolone Cheese, Lettuce, Tomato, Onion, Pickles, Olive Oil & Oregano

CLASSIC HAM Imported Ham, American Cheese, Lettuce, Tomato, Onion, Pickles, Olive Oil & Oregano

TASTY TURKEY Turkey, American Cheese, Lettuce, Tomato, Onion, Pickles, Olive Oil & Oregano

VEG OUT American & Provolone Cheese, Lettuce, Tomato, Onion, Pickles, Olive Oil & Oregano

Desserts

Brownies

Chocolate Chip Cookies

Beverages

SOFT DRINKS TBD (Pepsi or Coke Products)

BOTTLED WATER

COFFEE

TEA

SUE'S

Drink Menu

Beer

MILLER GENUINE DRAFT

MILLER LITE

MODELLO

HEINEKEN

COORS LITE

STELLA ARTOIS

Wine

PINOT GRIGIO

CHARDONNAY

MERLOT

PINOT NOIR

MOSCATO

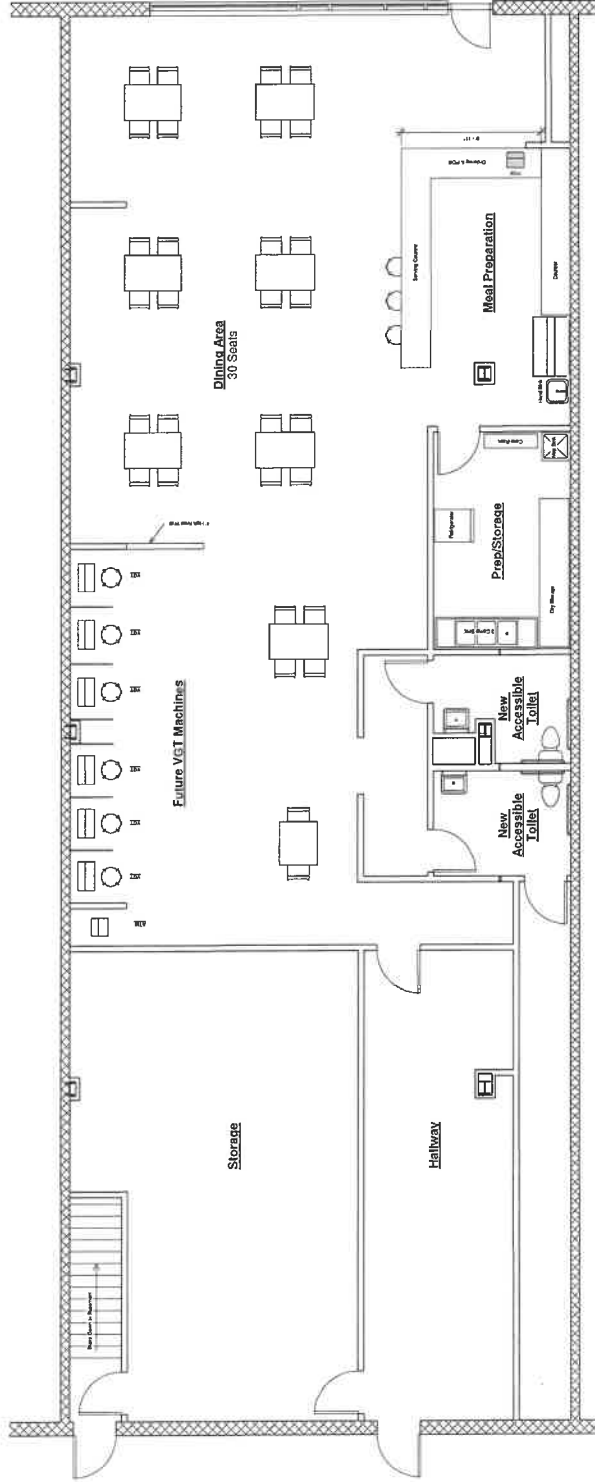
Sue's
 1311 E Rand Road
 Prospect Heights, IL
Restaurant Layout

312.493.2081
 630.584.5262
 wheelmachitect@gmail.com
George G. Aravosis A.I.A.
 814 N. Cross Street
 Wheaton, Illinois 60187

Sue's

Restaurant Layout

1311 E Rand Road
 Prospect Heights, IL



5 - Restaurant Plan (New)
 1/4" = 1'-0"

THIS DOCUMENT IS THE PROPERTY OF GEORGE G. ARAVOSIS A.I.A. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GEORGE G. ARAVOSIS A.I.A.

10.07.21
 10.07.21



Exp. 11/22

No.	ISSUE/REVISION	Date

Proposed Plan

Project Number
 Date
 Drawn By
 Checked By

10.07.21
 GGA
 GGA

A1.01

Scale
 1/4" = 1'-0"

Susan Dorsch

[REDACTED]

[REDACTED]

Arlington Heights, IL 60004

10/7/2021

Nicholas J. Helmer

Mayor

City of Prospect Heights

8 North Elmhurst Road

Prospect Heights, IL 60070

Dear Mayor Nicholas J. Helmer:

I am writing to you to request a Class C3 Beer/Wine Liquor License for my restaurant "Sue's" located at 1311 East Rand Road Prospect Heights, IL 60004.

Please contact me at [REDACTED] if you have any questions.

Sincerely,

Susan Dorsch

Enclosure

ORDINANCE NO. O-21-26
An Ordinance Amending Title 2
of the Prospect Heights City Code
(Liquor Licenses)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS, COOK COUNTY, ILLINOIS as follows:

Section 1. That Title 2, Chapter 3, Section 9, “Licenses: Classes, Fees, Limitations on Number and Hours of Operation,” of the Prospect Heights City Code, as amended, is hereby further amended by deleting the following strikethrough text and adding the following underlined text to read as follows:

Class Of License	Annual Fee	Limitation On Number	Monday Through Thursday	Friday	Saturday	Sunday
C-3	\$1,850.00	4 <u>5</u>	8:00 A.M. to 12:00 midnight	8:00 A.M. to 1:00 A.M. Saturday	8:00 A.M. to 1:00 A.M. Sunday	12:00 noon to 12:00 midnight

Section 2: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED and APPROVED this ____ day of October, 2020.

Nicholas J. Helmer, Mayor

ATTEST:

City Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Published in pamphlet form:

Current Liquor Licenses 10-7-2021

Class Of License	Annual Fee	Number of Licenses	Establishment	Monday Through Thursday	Friday	Saturday	Sunday
A On premises liquor * Retail sale of liquor to hotel guests	\$3,700.00	8	Atlantis Banquets Hilton Hotel* Player's Pub and Grill Ramada Tap House* Union Ale House Delta by Marriott* Senor Pollo El Paisa Alegre	8:00 A.M. to 2:00 A.M. following	8:00 A.M. to 3:00 A.M. Saturday	8:00 A.M. to 3:00 A.M. Sunday	12:00 noon to 2:00 A.M. following
A-1 On premises liquor	\$1,850.00	0	None	12:00 noon to 12:00 midnight	12:00 noon to 12:00 midnight	12:00 noon to 12:00 midnight	
A-2 On premises liquor	\$4,950.00	1	Rocky Vanders	8:00 A.M. to 4:00 A.M. following ¹	8:00 A.M. to 4:00 A.M. Saturday	8:00 A.M. to 4:00 A.M. Sunday	12:00 noon to 3:00 A.M. following
A-3 On premises liquor	\$4,500.00	1	House of Music and Entertainment	8:00 A.M. to 3:00 A.M. following	8:00 A.M. to 4:00 A.M. Saturday	8:00 A.M. to 4:00 A.M. Sunday	12:00 noon to 3:00 A.M. following
B Retail sale of liquor	\$2,500.00	7	Aldi Coachlite Liquors Palwaukee Liquors S&G Food & Liquors Prospect Liquors Conv. Food & Beer Garfield's	8:00 A.M. to 12:00 midnight	8:00 A.M. to 12:00 midnight	8:00 A.M. to 12:00 midnight	8:00 A.M. to 12:00 midnight
B-1 Retail sale of beer / wine	\$2,200.00	2	Mobil (Rebel) Thornton's	7:00 A.M. to 12:00 midnight	7:00 A.M. to 12:00 midnight	7:00 A.M. to 12:00 midnight	7:00 A.M. to 12:00 midnight
B-2 Retail sale of beer / wine	\$2,500.00	1	Walgreens	8:00 A.M. to 2:00 A.M. following	8:00 A.M. to 2:00 A.M. Saturday	8:00 A.M. to 2:00 A.M. Sunday	12:00 noon to 2:00 A.M. following
B-3 Retail sale of beer / wine	\$2,500.00	1	Tony's Finer Foods	7:00 A.M. to 12:00 midnight	7:00 A.M. to 12:00 midnight	7:00 A.M. to 12:00 midnight	7:00 A.M. to 12:00 midnight
C On premises liquor	\$3,700.00	4	Naomi Sushi Gabin Café Lola's Pizza Palace <u>OPEN LICENSE</u>	8:00 A.M. to 2:00 A.M. following	8:00 A.M. to 3:00 A.M. Saturday	8:00 A.M. to 3:00 A.M. Sunday	12:00 noon to 2:00 A.M. following
C-1 On premises beer / wine	\$1,850.00	4	Monica's Restaurant Jin 28 Seoul Billiards Fry the Coop	8:00 A.M. to 2:00 A.M. following	8:00 A.M. to 3:00 A.M. Saturday	8:00 A.M. to 3:00 A.M. Sunday	12:00 noon to 2:00 A.M. following
C-3 On premises beer / wine	\$1,850.00	4	Penny's Elsie's Stella's Ruben's Grill	8:00 A.M. to 12:00 midnight	8:00 A.M. to 1:00 A.M. Saturday	8:00 A.M. to 1:00 A.M. Sunday	8:00 A.M. to 12:00 midnight following
D On premises liquor	0.00	1	Wheeling Park District	8:00 A.M. to 2:00 A.M. following	8:00 A.M. to 3:00 A.M. Saturday	8:00 A.M. to 3:00 A.M. Sunday	11:00 A.M. to 2:00 A.M. following
Daily	\$55.00 fee plus		\$100 to \$1,000 deposit ²				
SB	\$500.00	2	Rocky Vanders Hilton Hotel				9:00 A.M. to 12:00 noon
P Packaged Liquor add on	\$100.00	# of primary licenses		Same hours as primary license	Same hours as primary license	Same hours as primary license	Same hours as primary license

10/11/2021

Checks

General Fund	\$	100,086.33
Motor Fuel Tax Fund		-
Palatine/Milwaukee Tax Increment Financing District		-
Tourism District		1,953.49
Development Fund		-
Drug Enforcement Agency Fund		2,056.00
Solid Waste Fund		28,705.00
Special Service Area #1		-
Special Service Area #2		-
Special Service Area #3		-
Special Service Area #4		-
Special Service Area #5		-
Special Service Area #8 - Levee Wall #37		-
Special Service Area-Constr#6(Water Main)		-
Special Service Area-Debt#6		-
Capital Improvements		139,814.00
Palatine Road Tax Increment Financing		-
Road Construction		-
Road Construction Debt		-
Water Fund		2,766.59
Parking Fund		153.35
Sanitary Sewer Fund		49.53
Road/Building Bond Escrow		8,838.00
TOTAL	\$	284,422.29

Wire Payments

09/24/21 PAYROLL		179,418.16
	\$	463,840.45

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
AKERMAN LLP	9716054	POLICE LABOR NEGOTIATIONS	10/04/2021	01-324-5123	5,440.00	.00	
Total AKERMAN LLP:					5,440.00	.00	
ALDONA JANUSZ	18-469R	BOND REFUND 18-469	10/04/2021	72-000-2310	500.00	.00	
ALDONA JANUSZ	18-488B	BOND REFUND 18-488B	10/04/2021	72-000-2310	8,338.00	.00	
Total ALDONA JANUSZ:					8,838.00	.00	
AZAVAR AUDIT SOLUTIONS	154572	CABLE AUDIT	09/22/2021	01-125-3350	81.12	.00	
AZAVAR AUDIT SOLUTIONS	154573	ELECTRIC AUDIT	09/22/2021	01-105-3010	90.54	.00	
AZAVAR AUDIT SOLUTIONS	154635	SALES TAX COLLECTIONS	09/24/2021	01-105-3006	3,258.00	.00	
AZAVAR AUDIT SOLUTIONS	154635	SALES TAX COLLECTIONS	09/24/2021	01-110-3110	7,978.83	.00	
Total AZAVAR AUDIT SOLUTIONS:					11,408.49	.00	
CANON FINANCIAL SERVICES	27459736	OCT 21 BUILDING COPIER	10/02/2021	01-340-7020	181.09	.00	
Total CANON FINANCIAL SERVICES:					181.09	.00	
CARDMEMBER SERVICE	08/23/21	CAKE FOR PROMOTIONS TONY	08/23/2021	01-360-5710	35.78	35.78	10/01/2021
CARDMEMBER SERVICE	08/23/21	AMAZON EXAM GLOVES	08/23/2021	01-360-7022	248.89	248.89	10/01/2021
CARDMEMBER SERVICE	08/23/21	AMAZON VACUUM	08/23/2021	01-360-5710	184.51	184.51	10/01/2021
CARDMEMBER SERVICE	08/23/21	AMAZON SHOOTING TARGET	08/23/2021	01-360-5740	299.94	299.94	10/01/2021
CARDMEMBER SERVICE	08/23/21	AMASON HAND HELD STOP SI	08/23/2021	01-360-7022	35.60	35.60	10/01/2021
CARDMEMBER SERVICE	08/23/21	AMAZON CROSSING GAURD V	08/23/2021	01-360-7022	31.98	31.98	10/01/2021
CARDMEMBER SERVICE	08/23/21	HOME DEPOSIT FOR RANGE T	08/23/2021	01-360-5740	46.28	46.28	10/01/2021
CARDMEMBER SERVICE	08/23/21	COSTCO FOR ROCK RUNWAY	08/23/2021	01-360-5710	35.55	35.55	10/01/2021
CARDMEMBER SERVICE	08/23/21	AMAZON STREAMLIGHT	08/23/2021	01-360-5740	302.22	302.22	10/01/2021
CARDMEMBER SERVICE	08/23/21	PANERA APPLICANT INTERVIE	08/23/2021	01-360-5710	35.90	35.90	10/01/2021
CARDMEMBER SERVICE	08/23/21	RAMMYS FOR POLICE FIRE CO	08/23/2021	01-360-5710	36.42	36.42	10/01/2021
CARDMEMBER SERVICE	08/23/21	FACE MASKS COSTCO	08/23/2021	01-320-5700	21.98	21.98	10/01/2021
CARDMEMBER SERVICE	08/23/21	ZOOM 7/23-8/22	08/23/2021	01-310-5300	50.00	50.00	10/01/2021
CARDMEMBER SERVICE	08/23/21	COMCAST PD 7/7-8/6	08/23/2021	01-320-5410	321.35	321.35	10/01/2021
CARDMEMBER SERVICE	08/23/21	COMCAST PW	08/23/2021	01-350-5410	243.35	243.35	10/01/2021
CARDMEMBER SERVICE	08/23/21	INTERNATIONAL CODE COUNC	08/23/2021	01-340-5100	145.00	145.00	10/01/2021
CARDMEMBER SERVICE	08/23/21	METRA COMCAST 7/16-8/15	08/23/2021	52-300-5410	153.35	153.35	10/01/2021
CARDMEMBER SERVICE	08/23/21	CH COMCAST 7/22-8/21	08/23/2021	01-320-5410	258.35	258.35	10/01/2021
CARDMEMBER SERVICE	08/23/21	SCADA COMCAST 7/28-8/27	08/23/2021	51-300-5410	157.90	157.90	10/01/2021
CARDMEMBER SERVICE	08/23/21	USPS PD POSTAGE	08/23/2021	01-360-5200	8.40	8.40	10/01/2021
CARDMEMBER SERVICE	08/23/21	NEWTECK BIO NRC	08/23/2021	01-310-5960	289.32	289.32	10/01/2021
CARDMEMBER SERVICE	08/23/21	PHONE/FAX 6/26-7/25	08/23/2021	51-300-5410	72.84	72.84	10/01/2021
CARDMEMBER SERVICE	08/23/21	PHONE/FAX 6/26-7/25	08/23/2021	01-320-5410	626.65	626.65	10/01/2021
CARDMEMBER SERVICE	08/23/21	VEHICLE TRACKING BOUCIE	08/23/2021	01-350-7025	16.00	16.00	10/01/2021
CARDMEMBER SERVICE	08/23/21	AMAZON TRUCK PARTS	08/23/2021	01-350-5020	125.26	125.26	10/01/2021
CARDMEMBER SERVICE	08/23/21	AMAZON HAND SOAP	08/23/2021	01-350-5721	75.98	75.98	10/01/2021
CARDMEMBER SERVICE	08/23/21	AMAZON TRUCK PARTS	08/23/2021	01-350-5020	18.70	18.70	10/01/2021
CARDMEMBER SERVICE	08/23/21	CREW TRAINING ICE	08/23/2021	01-350-5330	45.00	45.00	10/01/2021
CARDMEMBER SERVICE	08/23/21	AMAZON TIRE PART	08/23/2021	01-350-5020	309.99	309.99	10/01/2021
CARDMEMBER SERVICE	08/23/21	ALLIED PLUMBING CH WATER	08/23/2021	01-350-5710	1,300.00	1,300.00	10/01/2021
CARDMEMBER SERVICE	08/23/21	AMAZON TRAILER PARTS	08/23/2021	01-350-5020	162.07	162.07	10/01/2021
CARDMEMBER SERVICE	08/23/21	AMAZON SPEED TRAILER LOC	08/23/2021	01-350-5020	14.95	14.95	10/01/2021
CARDMEMBER SERVICE	08/23/21	AMAZON HITCH PINS	08/23/2021	01-350-5020	19.94	19.94	10/01/2021

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
CARDMEMBER SERVICE	08/23/21	CREDIT CARD FEES	08/23/2021	01-320-5430	372.25	372.25	10/01/2021
Total CARDMEMBER SERVICE:					6,101.70	6,101.70	
CLINE PRINTING, LTD	96948	BUISINESS CARDS SIGSWORT	09/27/2021	01-360-5741	99.14	.00	
Total CLINE PRINTING, LTD:					99.14	.00	
CONSERV FS INC.	102020253	GASOLINE	09/09/2021	01-350-5751	3,617.30	.00	
CONSERV FS INC.	102020409	GASOLINE	09/22/2021	01-350-5751	1,906.25	.00	
Total CONSERV FS INC.:					5,523.55	.00	
DACRA TECH LLC	DT 2021-09-43	SEPT 21 SERVICE FEE	09/30/2021	01-360-5100	250.00	.00	
Total DACRA TECH LLC:					250.00	.00	
DAILY HERALD	08/19/21-10/13	NEWSPRINT SURCHARGE 8/19-	10/04/2021	01-320-5222	73.40	.00	
Total DAILY HERALD:					73.40	.00	
DE LAGE LANDEN FINANCIAL S	73838033	NOV 21 PD COPIER	09/17/2021	01-360-5220	1,045.11	.00	
Total DE LAGE LANDEN FINANCIAL SERVICES INC:					1,045.11	.00	
DEKIND COMPUTER CONSULT	31194	CH SERVER	08/27/2021	01-320-7020	14,204.03	.00	
DEKIND COMPUTER CONSULT	31195	POLICE DEPARTMENT SEWER	08/27/2021	01-320-7020	9,645.20	.00	
DEKIND COMPUTER CONSULT	31357	AV EQUIPMENT FOR ZOOM	09/20/2021	01-310-7020	42.14	.00	
DEKIND COMPUTER CONSULT	31450	NOV 21 COMPUTER CONSULTA	10/01/2021	01-320-5130	3,510.00	.00	
DEKIND COMPUTER CONSULT	31481	SEP 21 OVERAGE	10/01/2021	01-320-5130	467.50	.00	
Total DEKIND COMPUTER CONSULTANTS:					27,868.87	.00	
DELTA DENTAL OF ILLINOIS	1494757	OCT 21 HMO DENTAL	10/01/2021	01-360-4100	106.60	.00	
DELTA DENTAL OF ILLINOIS	1494758	OCT 21 RETIREE DENTAL	10/01/2021	01-370-4101	28.67	.00	
DELTA DENTAL OF ILLINOIS	1496455	OCT 21 PPO VISION	10/01/2021	01-320-4100	13.06	.00	
DELTA DENTAL OF ILLINOIS	1496455	OCT 21 PPO VISION	10/01/2021	01-340-4100	40.06	.00	
DELTA DENTAL OF ILLINOIS	1496455	OCT 21 PPO VISION	10/01/2021	01-360-4100	296.71	.00	
DELTA DENTAL OF ILLINOIS	1496455	OCT 21 PPO VISION	10/01/2021	01-350-4100	20.60	.00	
DELTA DENTAL OF ILLINOIS	1496455	OCT 21 PPO VISION	10/01/2021	01-370-4101	33.34	.00	
DELTA DENTAL OF ILLINOIS	1496472	OCT 21 HMO VISION	10/01/2021	01-360-4100	25.80	.00	
Total DELTA DENTAL OF ILLINOIS:					564.84	.00	
ECS MIDWEST LLC	911731	OLD WILLOW#2	09/03/2021	30-550-7050	2,947.50	.00	
Total ECS MIDWEST LLC:					2,947.50	.00	
FLEXSOURCE, LLC	22381	SEPT 21 FSA/HRA FEES	09/25/2021	01-320-5100	150.00	.00	
Total FLEXSOURCE, LLC:					150.00	.00	
HMO ILLINOIS	09/16/21	OCT 21 HEALTH INSURANCE	09/16/2021	01-360-4100	6,168.09	.00	
Total HMO ILLINOIS:					6,168.09	.00	
IL DEPT OF TRANSPORTATION	124143	CITY SHARE OLD WILLOW	10/01/2021	30-550-7050	104,927.56	.00	
IL DEPT OF TRANSPORTATION	124147	CITY SHARE SHOENBECK SIDE	10/01/2021	30-550-7060	31,938.94	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total IL DEPT OF TRANSPORTATION:					136,866.50	.00	
ILLINOIS-AMERICAN WATER C	10/01/21-5309	700 MIL 9/1-9/30/21	10/01/2021	13-300-5108	412.17	.00	
ILLINOIS-AMERICAN WATER C	10/01/21-5316	1250 RIVER 9/1-9/30/21	10/01/2021	13-300-5108	484.20	.00	
ILLINOIS-AMERICAN WATER C	10/01/21-5629	401 PIPER LN 7/1-9/30/21	10/01/2021	01-350-5410	248.27	.00	
ILLINOIS-AMERICAN WATER C	10/01/21-5667	401 PIPER LN 10/1-10/29/21	10/01/2021	01-350-5411	45.69	.00	
Total ILLINOIS-AMERICAN WATER CO.:					1,190.33	.00	
IUOE LOCAL 150 ADMIN	#150 A 9/10/21	LOCAL 150 ADMIN DUES 09/10/	09/10/2021	01-000-2050	325.38	.00	
IUOE LOCAL 150 ADMIN	#150 A 9/24/21	LOCAL 150 ADMIN DUES 9/24/2	09/24/2021	01-000-2050	325.38	.00	
Total IUOE LOCAL 150 ADMIN:					650.76	.00	
IUOE LOCAL 150 MEMBERSHIP	#150 M 9/10/21	LOCAL 150 MEMBERSHIP DUES	09/10/2021	01-000-2050	72.00	.00	
IUOE LOCAL 150 MEMBERSHIP	#150 M 9/24/21	LOCAL 150 MEMBERSHIP DUES	09/24/2021	01-000-2050	72.00	.00	
Total IUOE LOCAL 150 MEMBERSHIP:					144.00	.00	
JEFFREY L BAUREIS	09/29/21	ELECTRICAL INSPECTION 8/30-	09/29/2021	01-340-5100	1,016.50	.00	
Total JEFFREY L BAUREIS:					1,016.50	.00	
JENNIFER PARSHALL	09/01/21	2021 SUMMER NEWSLETTER	09/01/2021	01-320-5100	585.00	.00	
Total JENNIFER PARSHALL:					585.00	.00	
JG UNIFORMS INC	89172	PD CLOTHING	09/17/2021	01-360-5741	598.00	.00	
Total JG UNIFORMS INC:					598.00	.00	
KIESLERS POLICE SUPPLY INC	IN174340	PD SUPPLIES CAPITAL	09/22/2021	16-500-7020	2,056.00	.00	
Total KIESLERS POLICE SUPPLY INC:					2,056.00	.00	
LANDSCAPE CONCEPTS MANA	11202	OCT 21 LANDSCAPING	10/01/2021	13-300-5108	1,057.12	.00	
Total LANDSCAPE CONCEPTS MANAGEMENT:					1,057.12	.00	
LEXISNEXIS RISK SOLUTIONS	1290571-2021	SEP 21 INVESTIGATION SERVI	09/30/2021	01-360-5100	202.66	.00	
Total LEXISNEXIS RISK SOLUTIONS:					202.66	.00	
MADISON NATIONAL LIFE	1462130	OCT 21 LIFE INSURANCE	10/01/2021	01-320-4100	30.94	.00	
MADISON NATIONAL LIFE	1462130	OCT 21 LIFE INSURANCE	10/01/2021	01-340-4110	33.00	.00	
MADISON NATIONAL LIFE	1462130	OCT 21 LIFE INSURANCE	10/01/2021	01-350-4110	48.72	.00	
MADISON NATIONAL LIFE	1462130	OCT 21 LIFE INSURANCE	10/01/2021	01-360-4110	209.46	.00	
MADISON NATIONAL LIFE	1462130	OCT 21 LIFE INSURANCE	10/01/2021	51-300-4110	10.31	.00	
MADISON NATIONAL LIFE	1462130	OCT 21 LIFE INSURANCE	10/01/2021	01-000-2030	129.27	.00	
Total MADISON NATIONAL LIFE:					461.70	.00	
METROPOLITAN ALLIANCE OF	#252 9/2021	MAP #252 DUES 09/10/21	09/10/2021	01-000-2052	608.00	.00	
METROPOLITAN ALLIANCE OF	#253 9/2021	MAP #253 DUES 09/10/21	09/10/2021	01-000-2052	152.00	.00	
Total METROPOLITAN ALLIANCE OF POLICE:					760.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
MOE FUNDS	11/2021	PW NOV PREMIUMS	10/04/2021	51-300-4100	2,436.00	.00	
MOE FUNDS	11/2021	PW NOV PREMIUMS	10/04/2021	01-350-4100	8,906.00	.00	
Total MOE FUNDS:					11,342.00	.00	
NICOR GAS	09/22/21-2024	METRA 8/23-9/22/21	09/22/2021	01-320-5410	41.93	.00	
NICOR GAS	09/22/21-9482	PW 8/23-9/22/21	09/22/2021	01-320-5410	63.48	.00	
NICOR GAS	09/22/21-9865	PD 8/23-9/22/21	09/22/2021	01-320-5410	72.44	.00	
Total NICOR GAS:					177.85	.00	
NORTH SHORE SIGN	121654	SEP 21 SIGN MAINTENANCE	09/01/2021	01-320-5100	243.00	.00	
Total NORTH SHORE SIGN:					243.00	.00	
NORTHWEST ELECTRICAL SUP	17514381	LIGHTING MAINTENANCE	09/22/2021	01-350-5710	172.84	.00	
NORTHWEST ELECTRICAL SUP	17514517	LIGHTING MAINTENANCE	09/23/2021	01-350-5710	229.84	.00	
Total NORTHWEST ELECTRICAL SUPPLY CO:					402.68	.00	
NW CENTRAL 9-1-1 SYSTEM	9140	NOV 21 MEMBER ASSESSMEN	10/01/2021	01-360-5240	18,466.14	.00	
Total NW CENTRAL 9-1-1 SYSTEM:					18,466.14	.00	
Rotary Club of River Cities	813	DUES QTR ENDED 9/30/21	10/04/2021	01-360-5310	100.00	.00	
Total Rotary Club of River Cities:					100.00	.00	
SOLID WASTE AGENCY	6846	NOV 21 O&M COSTS	10/01/2021	17-300-5420	28,705.00	.00	
Total SOLID WASTE AGENCY:					28,705.00	.00	
STERLING BUILDERS, INC	10915	SUPPLEMENT EDITING	09/21/2021	01-320-5100	462.06	.00	
Total STERLING BUILDERS, INC:					462.06	.00	
TRUGREEN PROCESSING CEN	147390869	09/16/21 PD LAWN SERVICE	09/16/2021	01-350-5650	99.76	.00	
TRUGREEN PROCESSING CEN	147391455	9/16/21 CH LAWN SERVICE	09/16/2021	01-350-5650	44.34	.00	
Total TRUGREEN PROCESSING CENTER:					144.10	.00	
VERIZON WIRELESS	9887422868	WIRELESS 8/2-9/1/21	09/01/2021	01-320-5410	194.92	.00	
VERIZON WIRELESS	9887422868	WIRELESS 8/2-9/1/21	09/01/2021	01-350-5410	198.12	.00	
VERIZON WIRELESS	9887422868	WIRELESS 8/2-9/1/21	09/01/2021	01-360-5410	447.59	.00	
VERIZON WIRELESS	9887422868	WIRELESS 8/2-9/1/21	09/01/2021	51-300-5410	49.53	.00	
VERIZON WIRELESS	9887422868	WIRELESS 8/2-9/1/21	09/01/2021	53-300-5100	49.53	.00	
VERIZON WIRELESS	9889097261	SCADA 8/24-9/23/21	09/23/2021	51-300-5410	40.01	.00	
Total VERIZON WIRELESS:					979.70	.00	
WAREHOUSE DIRECT OFFICE	5066424-0	OFFICE SUPPLIES	10/01/2021	01-320-5700	25.89	.00	
WAREHOUSE DIRECT OFFICE	5067302-0	OFFICE SUPPLIES	10/04/2021	01-320-5700	37.30	.00	
Total WAREHOUSE DIRECT OFFICE PROD INC.:					63.19	.00	
XTIVITY SOLUTIONS INC.	1955	AUG 21 PHONE	09/15/2021	01-320-5410	1,088.22	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total XTIVITY SOLUTIONS INC.:					1,088.22	.00	
Grand Totals:					284,422.29	6,101.70	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND							
01-000-2030 WITHHOLDING INSURAN	MADISON NATIONAL LIFE	1462130	OCT 21 LIFE INSURANCE	10/01/2021	129.27	.00	
01-000-2050 W/H LOCAL 150 UNION	IUOE LOCAL 150 ADMIN	#150 A 9/10/21	LOCAL 150 ADMIN DUES 09/10/	09/10/2021	325.38	.00	
01-000-2050 W/H LOCAL 150 UNION	IUOE LOCAL 150 ADMIN	#150 A 9/24/21	LOCAL 150 ADMIN DUES 9/24/2	09/24/2021	325.38	.00	
01-000-2050 W/H LOCAL 150 UNION	IUOE LOCAL 150 MEMBERSHIP	#150 M 9/10/21	LOCAL 150 MEMBERSHIP DUES	09/10/2021	72.00	.00	
01-000-2050 W/H LOCAL 150 UNION	IUOE LOCAL 150 MEMBERSHIP	#150 M 9/24/21	LOCAL 150 MEMBERSHIP DUES	09/24/2021	72.00	.00	
01-000-2052 WITHHOLDING POLICE U	METROPOLITAN ALLIANCE OF	#252 9/2021	MAP #252 DUES 09/10/21	09/10/2021	608.00	.00	
01-000-2052 WITHHOLDING POLICE U	METROPOLITAN ALLIANCE OF	#253 9/2021	MAP #253 DUES 09/10/21	09/10/2021	152.00	.00	
Total :					1,684.03	.00	
LOCAL TAXES							
01-105-3006 NON-HOME RULE SALES	AZAVAR AUDIT SOLUTIONS	154635	SALES TAX COLLECTIONS	09/24/2021	3,258.00	.00	
01-105-3010 UTILITY - ELECTRIC	AZAVAR AUDIT SOLUTIONS	154573	ELECTRIC AUDIT	09/22/2021	90.54	.00	
Total LOCAL TAXES:					3,348.54	.00	
INTERGOVERNMENTAL REVENUES							
01-110-3110 SALES TAXES	AZAVAR AUDIT SOLUTIONS	154635	SALES TAX COLLECTIONS	09/24/2021	7,978.83	.00	
Total INTERGOVERNMENTAL REVENUES:					7,978.83	.00	
FRANCHISE FEES							
01-125-3350 CABLE FRANCHISE FEE	AZAVAR AUDIT SOLUTIONS	154572	CABLE AUDIT	09/22/2021	81.12	.00	
Total FRANCHISE FEES:					81.12	.00	
CITY COUNCIL & BOARDS							
01-310-5300 ALDERMANIC EXPENSE	CARDMEMBER SERVICE	08/23/21	ZOOM 7/23-8/22	08/23/2021	50.00	50.00	10/01/2021
01-310-5960 NRC OPERATIONS	CARDMEMBER SERVICE	08/23/21	NEWTECK BIO NRC	08/23/2021	289.32	289.32	10/01/2021
01-310-7020 EQUIPMENT	DEKIND COMPUTER CONSULT	31357	AV EQUIPMENT FOR ZOOM	09/20/2021	42.14	.00	
Total CITY COUNCIL & BOARDS:					381.46	339.32	
ADMINISTRATION							
01-320-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1496455	OCT 21 PPO VISION	10/01/2021	13.06	.00	
01-320-4100 HEALTH INSURANCE	MADISON NATIONAL LIFE	1462130	OCT 21 LIFE INSURANCE	10/01/2021	30.94	.00	
01-320-5100 PROFESSIONAL SERVIC	FLEXSOURCE, LLC	22381	SEPT 21 FSA/HRA FEES	09/25/2021	150.00	.00	
01-320-5100 PROFESSIONAL SERVIC	JENNIFER PARSHALL	09/01/21	2021 SUMMER NEWSLETTER	09/01/2021	585.00	.00	
01-320-5100 PROFESSIONAL SERVIC	NORTH SHORE SIGN	121654	SEP 21 SIGN MAINTENANCE	09/01/2021	243.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-320-5100 PROFESSIONAL SERVIC	STERLING BUILDERS, INC	10915	SUPPLEMENT EDITING	09/21/2021	462.06	.00	
01-320-5130 COMPUTER CONSULTAN	DEKIND COMPUTER CONSULT	31450	NOV 21 COMPUTER CONSULTA	10/01/2021	3,510.00	.00	
01-320-5130 COMPUTER CONSULTAN	DEKIND COMPUTER CONSULT	31481	SEP 21 OVERAGE	10/01/2021	467.50	.00	
01-320-5222 LEGAL NOTICES	DAILY HERALD	08/19/21-10/13	NEWSPRINT SURCHARGE 8/19-	10/04/2021	73.40	.00	
01-320-5410 UTILITIES	CARDMEMBER SERVICE	08/23/21	COMCAST PD 7/7-8/6	08/23/2021	321.35	321.35	10/01/2021
01-320-5410 UTILITIES	CARDMEMBER SERVICE	08/23/21	CH COMCAST 7/22-8/21	08/23/2021	258.35	258.35	10/01/2021
01-320-5410 UTILITIES	CARDMEMBER SERVICE	08/23/21	PHONE/FAX 6/26-7/25	08/23/2021	626.65	626.65	10/01/2021
01-320-5410 UTILITIES	NICOR GAS	09/22/21-2024	METRA 8/23-9/22/21	09/22/2021	41.93	.00	
01-320-5410 UTILITIES	NICOR GAS	09/22/21-9482	PW 8/23-9/22/21	09/22/2021	63.48	.00	
01-320-5410 UTILITIES	NICOR GAS	09/22/21-9865	PD 8/23-9/22/21	09/22/2021	72.44	.00	
01-320-5410 UTILITIES	VERIZON WIRELESS	9887422868	WIRELESS 8/2-9/1/21	09/01/2021	194.92	.00	
01-320-5410 UTILITIES	XTIVITY SOLUTIONS INC.	1955	AUG 21 PHONE	09/15/2021	1,088.22	.00	
01-320-5430 CREDIT CARD & BANK C	CARDMEMBER SERVICE	08/23/21	CREDIT CARD FEES	08/23/2021	372.25	372.25	10/01/2021
01-320-5700 OFFICE SUPPLIES	CARDMEMBER SERVICE	08/23/21	FACE MASKS COSTCO	08/23/2021	21.98	21.98	10/01/2021
01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	5066424-0	OFFICE SUPPLIES	10/01/2021	25.89	.00	
01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	5067302-0	OFFICE SUPPLIES	10/04/2021	37.30	.00	
01-320-7020 EQUIPMENT	DEKIND COMPUTER CONSULT	31194	CH SERVER	08/27/2021	14,204.03	.00	
01-320-7020 EQUIPMENT	DEKIND COMPUTER CONSULT	31195	POLICE DEPARTMENT SEWER	08/27/2021	9,645.20	.00	
Total ADMINISTRATION:					32,508.95	1,600.58	
LEGAL							
01-324-5123 LABOR ATTORNEY	AKERMAN LLP	9716054	POLICE LABOR NEGOTIATIONS	10/04/2021	5,440.00	.00	
Total LEGAL:					5,440.00	.00	
BUILDING DEPARTMENT							
01-340-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1496455	OCT 21 PPO VISION	10/01/2021	40.06	.00	
01-340-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1462130	OCT 21 LIFE INSURANCE	10/01/2021	33.00	.00	
01-340-5100 PROFESSIONAL SERVIC	CARDMEMBER SERVICE	08/23/21	INTERNATIONAL CODE COUNC	08/23/2021	145.00	145.00	10/01/2021
01-340-5100 PROFESSIONAL SERVIC	JEFFREY L BAUREIS	09/29/21	ELECTRICAL INSPECTION 8/30-	09/29/2021	1,016.50	.00	
01-340-7020 EQUIPMENT	CANON FINANCIAL SERVICES	27459736	OCT 21 BUILDING COPIER	10/02/2021	181.09	.00	
Total BUILDING DEPARTMENT:					1,415.65	145.00	
PUBLIC WORKS							
01-350-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1496455	OCT 21 PPO VISION	10/01/2021	20.60	.00	
01-350-4100 HEALTH INSURANCE	MOE FUNDS	11/2021	PW NOV PREMIUMS	10/04/2021	8,906.00	.00	
01-350-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1462130	OCT 21 LIFE INSURANCE	10/01/2021	48.72	.00	
01-350-5020 VEHICLE MAINTENANCE	CARDMEMBER SERVICE	08/23/21	AMAZON TRUCK PARTS	08/23/2021	125.26	125.26	10/01/2021
01-350-5020 VEHICLE MAINTENANCE	CARDMEMBER SERVICE	08/23/21	AMAZON TRUCK PARTS	08/23/2021	18.70	18.70	10/01/2021

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-350-5020 VEHICLE MAINTENANCE	CARDMEMBER SERVICE	08/23/21	AMAZON TIRE PART	08/23/2021	309.99	309.99	10/01/2021
01-350-5020 VEHICLE MAINTENANCE	CARDMEMBER SERVICE	08/23/21	AMAZON TRAILER PARTS	08/23/2021	162.07	162.07	10/01/2021
01-350-5020 VEHICLE MAINTENANCE	CARDMEMBER SERVICE	08/23/21	AMAZON SPEED TRAILER LOC	08/23/2021	14.95	14.95	10/01/2021
01-350-5020 VEHICLE MAINTENANCE	CARDMEMBER SERVICE	08/23/21	AMAZON HITCH PINS	08/23/2021	19.94	19.94	10/01/2021
01-350-5330 TRAINING	CARDMEMBER SERVICE	08/23/21	CREW TRAINING ICE	08/23/2021	45.00	45.00	10/01/2021
01-350-5410 UTILITIES	CARDMEMBER SERVICE	08/23/21	COMCAST PW	08/23/2021	243.35	243.35	10/01/2021
01-350-5410 UTILITIES	ILLINOIS-AMERICAN WATER C	10/01/21-5629	401 PIPER LN 7/1-9/30/21	10/01/2021	248.27	.00	
01-350-5410 UTILITIES	VERIZON WIRELESS	9887422868	WIRELESS 8/2-9/1/21	09/01/2021	198.12	.00	
01-350-5411 WATER AND ELECTRIC P	ILLINOIS-AMERICAN WATER C	10/01/21-5667	401 PIPER LN 10/1-10/29/21	10/01/2021	45.69	.00	
01-350-5650 LANDSCAPE SUPPLIES	TRUGREEN PROCESSING CEN	147390869	09/16/21 PD LAWN SERVICE	09/16/2021	99.76	.00	
01-350-5650 LANDSCAPE SUPPLIES	TRUGREEN PROCESSING CEN	147391455	9/16/21 CH LAWN SERVICE	09/16/2021	44.34	.00	
01-350-5710 OPERATING SUPPLIES	CARDMEMBER SERVICE	08/23/21	ALLIED PLUMBING CH WATER	08/23/2021	1,300.00	1,300.00	10/01/2021
01-350-5710 OPERATING SUPPLIES	NORTHWEST ELECTRICAL SUP	17514381	LIGHTING MAINTENANCE	09/22/2021	172.84	.00	
01-350-5710 OPERATING SUPPLIES	NORTHWEST ELECTRICAL SUP	17514517	LIGHTING MAINTENANCE	09/23/2021	229.84	.00	
01-350-5721 SIGNS	CARDMEMBER SERVICE	08/23/21	AMAZON HAND SOAP	08/23/2021	75.98	75.98	10/01/2021
01-350-5751 GASOLINE	CONSERV FS INC.	102020253	GASOLINE	09/09/2021	3,617.30	.00	
01-350-5751 GASOLINE	CONSERV FS INC.	102020409	GASOLINE	09/22/2021	1,906.25	.00	
01-350-7025 SOFTWARE	CARDMEMBER SERVICE	08/23/21	VEHICLE TRACKING BOUCIE	08/23/2021	16.00	16.00	10/01/2021
Total PUBLIC WORKS:					17,868.97	2,331.24	
PUBLIC SAFETY							
01-360-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1494757	OCT 21 HMO DENTAL	10/01/2021	106.60	.00	
01-360-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1496455	OCT 21 PPO VISION	10/01/2021	296.71	.00	
01-360-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1496472	OCT 21 HMO VISION	10/01/2021	25.80	.00	
01-360-4100 HEALTH INSURANCE	HMO ILLINOIS	09/16/21	OCT 21 HEALTH INSURANCE	09/16/2021	6,168.09	.00	
01-360-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1462130	OCT 21 LIFE INSURANCE	10/01/2021	209.46	.00	
01-360-5100 PROFESSIONAL SERVIC	DACRA TECH LLC	DT 2021-09-43	SEPT 21 SERVICE FEE	09/30/2021	250.00	.00	
01-360-5100 PROFESSIONAL SERVIC	LEXISNEXIS RISK SOLUTIONS	1290571-2021	SEP 21 INVESTIGATION SERVI	09/30/2021	202.66	.00	
01-360-5200 POSTAGE	CARDMEMBER SERVICE	08/23/21	USPS PD POSTAGE	08/23/2021	8.40	8.40	10/01/2021
01-360-5220 PHOTOCOPY	DE LAGE LANDEN FINANCIAL S	73838033	NOV 21 PD COPIER	09/17/2021	1,045.11	.00	
01-360-5240 NORTHWEST CENTRAL	NW CENTRAL 9-1-1 SYSTEM	9140	NOV 21 MEMBER ASSESSMEN	10/01/2021	18,466.14	.00	
01-360-5310 MEMBERSHIPS	Rotary Club of River Cities	813	DUES QTR ENDED 9/30/21	10/04/2021	100.00	.00	
01-360-5410 UTILITIES	VERIZON WIRELESS	9887422868	WIRELESS 8/2-9/1/21	09/01/2021	447.59	.00	
01-360-5710 OPERATING SUPPLIES	CARDMEMBER SERVICE	08/23/21	CAKE FOR PROMOTIONS TONY	08/23/2021	35.78	35.78	10/01/2021
01-360-5710 OPERATING SUPPLIES	CARDMEMBER SERVICE	08/23/21	AMAZON VACUUM	08/23/2021	184.51	184.51	10/01/2021
01-360-5710 OPERATING SUPPLIES	CARDMEMBER SERVICE	08/23/21	COSTCO FOR ROCK RUNWAY	08/23/2021	35.55	35.55	10/01/2021
01-360-5710 OPERATING SUPPLIES	CARDMEMBER SERVICE	08/23/21	PANERA APPLICANT INTERVIE	08/23/2021	35.90	35.90	10/01/2021
01-360-5710 OPERATING SUPPLIES	CARDMEMBER SERVICE	08/23/21	RAMMYS FOR POLICE FIRE CO	08/23/2021	36.42	36.42	10/01/2021
01-360-5740 RANGE SUPPLIES	CARDMEMBER SERVICE	08/23/21	AMAZON SHOOTING TARGET	08/23/2021	299.94	299.94	10/01/2021
01-360-5740 RANGE SUPPLIES	CARDMEMBER SERVICE	08/23/21	HOME DEPOSIT FOR RANGE T	08/23/2021	46.28	46.28	10/01/2021

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-360-5740 RANGE SUPPLIES	CARDMEMBER SERVICE	08/23/21	AMAZON STREAMLIGHT	08/23/2021	302.22	302.22	10/01/2021
01-360-5741 CLOTHING	CLINE PRINTING, LTD	96948	BUISINESS CARDS SIGSWORT	09/27/2021	99.14	.00	
01-360-5741 CLOTHING	JG UNIFORMS INC	89172	PD CLOTHING	09/17/2021	598.00	.00	
01-360-7022 POLICE - SMALL EQUIPM	CARDMEMBER SERVICE	08/23/21	AMAZON EXAM GLOVES	08/23/2021	248.89	248.89	10/01/2021
01-360-7022 POLICE - SMALL EQUIPM	CARDMEMBER SERVICE	08/23/21	AMASON HAND HELD STOP SI	08/23/2021	35.60	35.60	10/01/2021
01-360-7022 POLICE - SMALL EQUIPM	CARDMEMBER SERVICE	08/23/21	AMAZON CROSSING GAURD V	08/23/2021	31.98	31.98	10/01/2021
Total PUBLIC SAFETY:					29,316.77	1,301.47	
REIMBURSABLE EXP							
01-370-4101 RETIREE HEALTH INSUR	DELTA DENTAL OF ILLINOIS	1494758	OCT 21 RETIREE DENTAL	10/01/2021	28.67	.00	
01-370-4101 RETIREE HEALTH INSUR	DELTA DENTAL OF ILLINOIS	1496455	OCT 21 PPO VISION	10/01/2021	33.34	.00	
Total REIMBURSABLE EXP:					62.01	.00	
Total GENERAL FUND:					100,086.33	5,717.61	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
TOURISM DISTRICT EXPENSES							
13-300-5108 BEAUTIFICATION	ILLINOIS-AMERICAN WATER C	10/01/21-5309	700 MIL 9/1-9/30/21	10/01/2021	412.17	.00	
13-300-5108 BEAUTIFICATION	ILLINOIS-AMERICAN WATER C	10/01/21-5316	1250 RIVER 9/1-9/30/21	10/01/2021	484.20	.00	
13-300-5108 BEAUTIFICATION	LANDSCAPE CONCEPTS MANA	11202	OCT 21 LANDSCAPING	10/01/2021	1,057.12	.00	
Total EXPENSES:					1,953.49	.00	
Total TOURISM DISTRICT:					1,953.49	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
DEA SEIZURE FUND							
CAPITAL OUTLAY GENERAL							
16-500-7020 EQUIPMENT - CAPITAL	KIESLERS POLICE SUPPLY INC	IN174340	PD SUPPLIES CAPITAL	09/22/2021	2,056.00	.00	
Total CAPITAL OUTLAY GENERAL:					2,056.00	.00	
Total DEA SEIZURE FUND:					2,056.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SOLID WASTE DISPOSAL FUND EXPENSES							
17-300-5420 SWANCC CHARGES	SOLID WASTE AGENCY	6846	NOV 21 O&M COSTS	10/01/2021	28,705.00	.00	
Total EXPENSES:					28,705.00	.00	
Total SOLID WASTE DISPOSAL FUND:					28,705.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
CAPITAL IMPROVEMENTS							
30-550-7050 STREET RESURFACING	ECS MIDWEST LLC	911731	OLD WILLOW#2	09/03/2021	2,947.50	.00	
30-550-7050 STREET RESURFACING	IL DEPT OF TRANSPORTATION	124143	CITY SHARE OLD WILLOW	10/01/2021	104,927.56	.00	
30-550-7060 SIDEWALKS	IL DEPT OF TRANSPORTATION	124147	CITY SHARE SHOENBECK SIDE	10/01/2021	31,938.94	.00	
Total :					139,814.00	.00	
Total CAPITAL IMPROVEMENTS:					139,814.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
WATER FUND							
EXPENSES							
51-300-4100 HEALTH INSURANCE	MOE FUNDS	11/2021	PW NOV PREMIUMS	10/04/2021	2,436.00	.00	
51-300-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1462130	OCT 21 LIFE INSURANCE	10/01/2021	10.31	.00	
51-300-5410 UTILITIES	CARDMEMBER SERVICE	08/23/21	SCADA COMCAST 7/28-8/27	08/23/2021	157.90	157.90	10/01/2021
51-300-5410 UTILITIES	CARDMEMBER SERVICE	08/23/21	PHONE/FAX 6/26-7/25	08/23/2021	72.84	72.84	10/01/2021
51-300-5410 UTILITIES	VERIZON WIRELESS	9887422868	WIRELESS 8/2-9/1/21	09/01/2021	49.53	.00	
51-300-5410 UTILITIES	VERIZON WIRELESS	9889097261	SCADA 8/24-9/23/21	09/23/2021	40.01	.00	
Total EXPENSES:					2,766.59	230.74	
Total WATER FUND:					2,766.59	230.74	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
PARKING FUND							
EXPENSES							
52-300-5410 UTILITIES	CARDMEMBER SERVICE	08/23/21	METRA COMCAST 7/16-8/15	08/23/2021	153.35	153.35	10/01/2021
Total EXPENSES:					153.35	153.35	
Total PARKING FUND:					153.35	153.35	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SANITARY SEWER FUND EXPENSES							
53-300-5100 PROFESSIONAL SERVIC	VERIZON WIRELESS	9887422868	WIRELESS 8/2-9/1/21	09/01/2021	49.53	.00	
Total EXPENSES:					49.53	.00	
Total SANITARY SEWER FUND:					49.53	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ROAD & BUILDING BOND ESCROW							
72-000-2310 DEPOSIT ROAD/BUILDE	ALDONA JANUSZ	18-469R	BOND REFUND 18-469	10/04/2021	500.00	.00	
72-000-2310 DEPOSIT ROAD/BUILDE	ALDONA JANUSZ	18-488B	BOND REFUND 18-488B	10/04/2021	8,338.00	.00	
Total :					8,838.00	.00	
Total ROAD & BUILDING BOND ESCROW:					8,838.00	.00	
Grand Totals:					284,422.29	6,101.70	

GL Account and Title	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND			
Total GENERAL FUND:	100,086.33	5,717.61	
TOURISM DISTRICT			
Total TOURISM DISTRICT:	1,953.49	.00	
DEA SEIZURE FUND			
Total DEA SEIZURE FUND:	2,056.00	.00	
SOLID WASTE DISPOSAL FUND			
Total SOLID WASTE DISPOSAL FUND:	28,705.00	.00	
CAPITAL IMPROVEMENTS			
Total CAPITAL IMPROVEMENTS:	139,814.00	.00	
WATER FUND			
Total WATER FUND:	2,766.59	230.74	
PARKING FUND			
Total PARKING FUND:	153.35	153.35	
SANITARY SEWER FUND			
Total SANITARY SEWER FUND:	49.53	.00	
ROAD & BUILDING BOND ESCROW			
Total ROAD & BUILDING BOND ESCROW:	8,838.00	.00	
Grand Totals:	284,422.29	6,101.70	