



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 HYBRID MEETING
OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS
WILL BE HELD ON MONDAY, OCTOBER 10, 2022 AT 6:30 P.M.**

**IN PERSON IN THE COUNCIL CHAMBERS, PROSPECT HEIGHTS CITY HALL
8 NORTH ELMHURST ROAD, PROSPECT HEIGHTS, ILLINOIS
AND SIMULCAST ON ZOOM
ACTING MAYOR MATTHEW DOLICK PRESIDING**

**THIS MEETING WILL BE BROADCAST LIVE ON THE FOLLOWING CABLE CHANNELS:
COMCAST AND WOW CHANNEL 17 AND AT&T U-VERSE CHANNEL 99. IT WILL ALSO BE
RECORDED AND TELEVISED ON COMCAST AND WOW CHANNEL 17 AND AT&T U-VERSE
CHANNEL 99.**

**ATTENDEES WHO WISH TO SPEAK ON AGENDA OR NON-AGENDA ITEMS WILL BE PROVIDED
AN OPPORTUNITY DURING THE MEETING.
THERE IS A FIVE MINUTE TIME LIMIT FOR SPEAKERS.**

- 1. CALL TO ORDER AND ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF MINUTES**
 - A. September 28, 2022 City Council Regular Meeting Minutes**
Action Requested: (Motion, Second, Roll Call Vote)
- 4. PRESENTATION**
 - A. Presentation by Police Chief Caponigro Regarding Illinois SAFE-T (Safety Accountability Fairness and Equity - Today) Act Mandates and Implementation**
- 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. 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.

8. OLD BUSINESS

None

9. NEW BUSINESS

A. R-22-33 Staff Memo and Resolution Authorizing Intergovernmental Agreement with the Metropolitan Water Reclamation District and Cook County Regarding Willow Road Flood Control Project

Action Requested: (Motion, Second, Roll Call Vote)

B. R-22-34 Staff Memo and Resolution Authorizing Agreement with Gewalt Hamilton and Associates regarding Design and Construction Engineering Services for Willow Road Flood Control Project

Action Requested: (Motion, Second, Roll Call Vote)

C. R-22-35 Staff Memo and Resolution Requesting City Council Direction and Authorization for Inter Fund Transfers

Action Requested: (Motion, Second, Roll Call Vote)

D. R-22-36 Staff Memo and Resolution Authorizing Approval of Police Squad Vehicle, 2023 Dodge Durango, Purchase Through McHenry County Purchasing Cooperative, From Sunnyside Chrysler Dodge Ram Mopar

Action Requested: (Motion, Second, Roll Call Vote)

10. STAFF, ELECTED OFFICIALS, AND COMMISSION REPORTS

11. DISCUSSION TOPIC IDEAS FOR THIS WORKSHOP MEETING:

A. Review of City Liquor Code

12. APPROVAL OF WARRANTS

A. Approval of Expenditures

Action Requested: (Motion, Second, Roll Call Vote)

General Fund	\$148,983.53
Motor Fuel Tax Fund	\$0.00
Palatine/Milwaukee Tax Increment Financing District	\$0.00
Tourism District	\$0.00
Development Fund	\$0.00

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

Drug Enforcement Agency Fund	\$0.00
Solid Waste Fund	\$29,788.00
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	\$334.00
Special Service Area-Constr #6 (Water Main)	\$0.00
Special Service Area- Debt #6	\$0.00
Capital Improvements	\$39,295.50
Palatine Road Tax Increment Financing District	\$0.00
Road Construction	\$0.00
Road Construction Debt	\$0.00
Water Fund	\$5,913.40
Parking Fund	\$0.00
Sanitary Sewer Fund	\$3,310.00
Road/Building Bond Escrow	\$814.64
Police Pension	\$0.00
TOTAL	\$228,439.07
<u>Wire Payments</u>	
09/23/2022 PAYROLL	\$183,939.03
TOTAL WARRANT	\$412,378.10

14. PUBLIC COMMENT ON NON-AGENDA MATTERS (*Five Minute Time Limit*)

15. EXECUTIVE SESSION (No Items)

16. ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED

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

17. ADJOURNMENT

Action Requested: (Motion, Second, Voice Vote)

Posted by 5:00 PM, October 6, 2022

INSTRUCTIONS TO VIEW THE ZOOM SIMULCAST

FOR ZOOM VIDEO

Join by Cell Phone, Tablet, or Computer: <https://us02web.zoom.us/j/83600800895>

Meeting ID: **836 0080 0895**

FOR AUDIO ONLY

Join by Phone: 1-312-626-6799

Meeting ID: **836 0080 0895**

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.

Topics > Command Staff - Chiefs / Sheriffs



Ed Wojcicki

LE coalition opposes Illinois 'anti-police' bill and here's why

The SAFE-T Act restricts LE's ability to pursue offenders and make arrests

Mar 5, 2021

On February 22, 2021, Governor JB Pritzker signed the SAFE-T (Safety, Accountability, Fairness and Equity – Today) Act, saying it will help dismantle “systemic racism,” improve policing and make Illinois communities safer for everyone. An Illinois law enforcement coalition disagrees.

The bill was an urgent initiative of the Illinois Legislative Black Caucus early in 2021 to get it passed before Illinois' lame-duck session ended in mid-January.

The caucus succeeded, beating the end-of-session deadline with only 30 minutes to spare.



What will happen to Illinois Families if HB 3653 is signed by Governor Pritzker?



CRITICAL SITUATIONS

There is an Active Shooter at a local high school. Police arrive and the suspect flees the scene. Uniformed officers catch up to the suspect who is still armed, no longer actively shooting and forcibly resisting arrest. The officers know who the suspect is and he could be identified & apprehended at a later date. Officers cannot use force against the suspect even though he just shot people moments ago.



CRIMINAL TRESPASS

You arrive home and notice an **unknown person sitting in your backyard**. You call the police and wait for them to arrive. The police confront suspect and he refuses to leave. The individual cannot be arrested & no force can be used to make him leave, only a ticket can be issued.



DISORDERLY CONDUCT

You own a local store and an individual is causing trouble.

The suspect is being loud and yelling obscenities at customers. Police arrive and realize he's disturbing the peace of the store. The suspect will be issued a ticket, a court date within 21 days and officers will leave. The suspect cannot be forcibly removed & the store owner is left with the same problem.



OBSTRUCTING

Police are investigating a homicide. A body is on the ground & the area is surrounded with crime scene tape. A person decides to enter the area after being told not to by a uniformed officer, walks through the crime scene and jeopardizes the investigation. This person would no longer be arrested for obstructing a police investigation & force cannot be used to remove the individual from the scene.



ILLINOIS SHERIFFS' ASSOCIATION
www.ilsheriff.org

ROBUST DECERTIFICATION PROCESS

One section of the bill the Illinois Association of Chiefs of Police largely supported will strengthen our ability to get rid of bad cops through a more robust decertification process.

The bill's language was negotiated over a period of months with Illinois Attorney General Kwame Raoul, who initially raised the idea of "licensing" but always said Illinois does not need police licensing if we can agree on a process to decertify unworthy officers and prevent them from getting jobs in other

departments. To everyone's surprise, all of this agreed language was moved from a separate bill into the final omnibus bill.

COALITION OPPOSED FINAL OMNIBUS BILL

The Illinois Association of Chiefs of Police opposed the final omnibus bill, as did a newly developed law enforcement coalition that also includes the Illinois Sheriffs' Association, the FOP State Lodge, the FOP Labor Council, the FOP Troopers Lodge and FOP Lodge 7 (Chicago).

"In signing this bill into law," the coalition said, "Governor Pritzker chose to listen to a few strident political voices rather than the 120,000 petition-signing citizens who plainly saw the bill for what it is. This new law is a blatant move to punish an entire, honorable profession that will end up hurting law-abiding citizens the most."

The president of the Illinois Association of Chiefs of Police, Chief James R. Black of suburban Crystal Lake, Illinois, said in a statement that the association supports reforms and police modernization such as stronger accountability, certification measures, robust training, and the use of body-worn cameras, but not much of the ambiguous language in this flawed bill. Black participated in many hours of hearings and Zoom calls with legislators and other law enforcement leaders before the final bill was introduced. He also talked about the Chiefs' support for reforms in testimony before House and Senate committees in Springfield.

Primary explanations heard from those supporting the bill are general statements like, "We have to do something" and, "The time is now for reform." One of the bill's sponsors, Rep. Justin Slaughter (D-Chicago), said the bill signifies a movement "from protest to progress." The sad truth is it's an illogical leap from "We've got to do something" to "We have to support and sign this problematic 764-page bill." The bill's problems were well-documented in these fact sheets and updates.

As President Black said in his statement, legislators already have admitted that a trailer bill is needed to fix the serious language problems. The Illinois Association of Chiefs of Police is working on that language now.

Just before the governor signed the bill, the Illinois Association of Chiefs of Police posted a letter on Facebook predicting a significant departure of officers from Illinois if the bill is signed. Written as an open letter to the governor by Ed Delmore, a former Illinois chief who is now the police chief in Gulf Shores, Alabama, he said the new law would end his recruiting problems because officers from Illinois would be contacting him en masse to relocate. His letter was shared more than 3,000 times on social media and had tens of thousands of "engagements," and he made a brief appearance on Fox News, which picked the story up.

In short, the Illinois Association of Chiefs of Police believes the law removes safeguards that are currently in place that now protect officers and citizens, and it includes language that will embolden criminals. The unintended consequences of this bill will be detrimental to citizens and communities across the state.

ADVOCACY LESSONS



Flanked by lawmakers and supporters, Gov. J.B. Pritzker signs a sweeping criminal justice reform bill into law during a ceremony at Chicago State University on the South Side, Monday, Feb. 22, 2021. (Ashlee Rezin Garcia/Chicago Sun-Times via AP)

PROVISIONS OF THE SAFE-T ACT

Among the major provisions of the 764-page omnibus bill:

- Ends monetary bail in 2023 and gives discretion to judges. Eliminates all references to “bond” and “bail” and replaces them with “pretrial detention.”
- Restricts use of force by officers while pursuing an offender or making an arrest if an officer reasonably believes the person can be apprehended at a later date, which is often the case.
- Makes it a felony for an officer not to comply with laws and department policies requiring the use of body-worn cameras, and prohibits officers from reviewing their own body camera video before writing a report.
- Makes body cameras mandatory for all LE agencies by 2025, whether or not more funding is made available.
- Requires three phone calls for detainees within three hours of being in custody, with no regard for whether other suspects from the same incident might be on the loose or the detainee is physically or mentally incapable of making those calls within three hours.
- Allows the Illinois attorney general to impose a civil penalty against an individual officer of up to \$25,000 initially and up to \$50,000 for a second offense. This would be for an alleged “pattern and practice” of violating a person’s constitutional rights.

The law feels so devastating that it is challenging to say that there are any lessons to be identified, but for agencies facing similar challenges, we offer the following:

- Building a public law enforcement coalition with the Illinois Sheriffs and FOP State Lodge and speaking as one voice gave us more muscle. The legislators took notice, and some don't like the strength that we are showing.
- In messaging, we found providing examples of why certain language was bad was effective. People could repeat the examples and say, "This can't be true." On the other hand, our accurate examples were dissed by the bill's sponsors as "lies" and "not true," and they caused our governor to take the cheap shot of calling us fear mongers and obstructionists.
- Our most effective message was the open letter to the governor from the Alabama chief (see in full below) who said Illinois officers would be leaving our state in droves for police-friendly departments in states like his.
- We have agreement from the sponsors that immediate cleanup language in a trailer bill would be welcome. So, we are working from many angles to get the best cleanup language we can without gutting the bill, which the sponsors would not accept.
- We were grateful to find one high-ranking official, our attorney general, who was willing to discuss actual language with us. We engaged in many productive conversations on language with him to strengthen our state's decertification process. And with those conversations, we were able to avoid a new "licensing" system for officers.
- Our Black chiefs, in a candid Zoom conversation, told us that we need to understand the festering frustration in the black community about police over a long period of time and that they themselves, as Black men and women, have been victims of police profiling. That is upsetting to hear, and we plan to continue to acknowledge it. We issued this public statement in response, and hope it helps in future conversations with the Black community. These are difficult but important conversations.
- Black Caucus leaders told us late last year "there would be a bill" and "you probably won't like it." These leaders are not our adversaries, and we remain in conversation about our concerns and their perspectives. We have each other's cell numbers, and we text and call, but the political winds are against us with a Democratic legislature and Democratic governor. No reason to burn bridges, though.
- We have been out front, and will continue to be, in saying we support police modernization and criminal justice reforms, particularly with use of force, body cameras, getting rid of bad cops and some other high-profile issues. This helps us avoid being unfairly painted as obstructionists, which we are not.
- We made it our number one priority to say it's a terrible idea to get rid of qualified immunity. We said it over and over again and we explained why. We convinced the moderate legislators of this, and at the very last minute, the sponsors pulled this idea out of the bill.

[Click here to access all of the Illinois Association of Chiefs of Police resources regarding House Bill 3653, the SAFE-T Act.](#)

- Makes it illegal to shoot a TASER at someone's back, pelvis and head – despite the fact that the back is a recommended target in all of the training.
- Allows for anonymous complaints against officers without a sworn affidavit.
- Prohibits an officer from making a custodial arrest for Class B misdemeanors, which includes criminal trespass and window peekers. Instead, an officer is required to issue a citation and has no authority to remove a person from private or public property unless they are being threatening. (See graphic from the Illinois Sheriffs' Association below.)
- Did not end qualified immunity – yet – but created a task force to study the issue and provide a report by May 1, 2021. Eliminating qualified immunity was in the bill until a final amendment pulled it out in the eleventh hour.



Illinois Law Enforcement Training and Standards Board

JB Pritzker, Governor
Keith Calloway, Interim Director

Phone: 217/782-4540
Fax: 217/524-5350
TDD: 866-740-3933

In-Service Training Mandates – Effective July 1, 2022

Annually (no minimum hours assigned to annual mandates)

- Crisis intervention training
- Emergency medical response training and certification
- Law updates
- Officer wellness and mental health
- Firearms Restraining Order Act (Certificate Required)
- Firearms Qualification

Every 3-years (30-hours of training - minimum)

- Sexual Assault /Trauma informed response (**all police officers**)
- Constitutional and proper use of law enforcement authority
- Cultural competency (including implicit bias along with ethnic & racial sensitivity training)
- Civil rights
- Human rights
- Procedural justice
- Reporting child abuse and neglect
- Sexual Assault/Abuse Investigator Training (for those who investigate sexual assault crimes)
- Use of Force - At least **12-hours** of hands-on, scenario-based role-playing.)
 - At least *6-hours* of instruction on use of force techniques, including the use of de-escalation techniques to prevent or reduce the need for force whenever safe and feasible or when force must be used, to use force that is objectively reasonable, necessary, and proportional under the totality of the circumstances; and to ensure appropriate supervision and accountability
 - At least *6-hours* of training focused on high-risk traffic stops
 - Specific training on officer safety techniques, including cover, concealment, and time
 - Specific training on the law concerning stops, searches and use of force under the Fourth Amendment to the United States Constitution

(the scenario-based hours can be done in any of the aforementioned areas of education & training under Use of Force and are not specific to the '6 & 6' areas only)

Every 5-years (no minimum hours assigned)

- Psychology of Domestic Violence

and punish prison rape; (7) protect the Eighth Amendment rights of Federal, State, and local prisoners; (8) increase the efficiency and effectiveness of Federal expenditures through grant programs such as those dealing with health care; mental health care; disease prevention; crime prevention, investigation, and prosecution; prison construction, maintenance, and operation; race relations; poverty; unemployment; and homelessness; and (9) reduce the costs that prison rape imposes on interstate commerce.

(42 USC 15602, Sec. 3)

EVERY YEAR

1. **FIREARMS QUALIFICATION**- Annual range qualification. The annual range qualification for peace officers and probation officers shall consist of range fire approved by the Board.
(50 ILCS 710/2.5)
2. **LAW UPDATES**- Minimum in-service training requirements, which a police officer must satisfactorily complete at least annually. Those requirements shall include law updates and use of force training which shall include scenario based training, or similar training approved by the Board.
(50 ILCS 705/7) (from Ch. 85, par. 507)
3. **USE OF FORCE**- (See mandate above)
4. **HAZMAT**- First responders at the awareness level are individuals who are likely to witness or discover a hazardous substance release and who have been trained to initiate an emergency response sequence by notifying the proper authorities of the release. They would take no further action beyond notifying the authorities of the release. First responders at the awareness level shall have sufficient training or have had sufficient experience to objectively demonstrate competency in the following areas: (A) An understanding of what hazardous substances are, and the risks associated with them in an incident. (B) An understanding of the potential outcomes associated with an emergency created when hazardous substances are present. (C) The ability to recognize the presence of hazardous substances in an emergency. (D) The ability to identify the hazardous substances, if possible. (E) An understanding of the role of the first responder awareness individual in the employer's emergency response plan including site security and control and the U.S. Department of Transportation's Emergency Response Guidebook. (F) The ability to realize the need for additional resources, and to make appropriate notifications to the communication center. 1910.120(q)(8)(i) Those employees who are trained in accordance with paragraph (q)(6) of this section shall receive annual refresher training of sufficient content and duration to maintain their competencies, or shall demonstrate competency in those areas at least yearly. (ii) A statement shall be made of the training or competency, and if a statement of competency

is made, the employer shall keep a record of the methodology used to demonstrate competency.

(OSHA 1910.120(q)(6)(i) - Hazardous Waste Operations and Emergency Response)

5. **SHERIFFS AND CHIEFS-** Each police chief and deputy police chief shall obtain at least 20 hours of training each year. The training must be approved by the Illinois Law Enforcement Training and Standards Board and must be related to law enforcement, management or executive development, or ethics. This requirement may be satisfied by attending any training portion of a conference held by an association that represents chiefs of police that has been approved by the Illinois Law Enforcement Training and Standards Board.

(50 ILCS 705/10.7)

6. **NARCOTIC DETECTION K-9-** All police dogs used by State and local law enforcement agencies for drug enforcement purposes pursuant to the Cannabis Control Act (720 ILCS 550/), the Illinois Controlled Substances Act (720 ILCS 570/), and the Methamphetamine Control and Community Protection Act (720 ILCS 646/) shall be trained by programs that meet the minimum certification requirements set by the Board.

(50 ILCS 705/10.12)

7. **PRISON RAPE ELIMINATION ACT (PREA)-** (See PREA mandate under Initial Hire Period)

EVERY TWO YEARS

1. **CPR / AED-** The curriculum for probationary police officers which shall be offered by all certified schools shall include, but not be limited to, courses of ... first-aid (including cardiopulmonary resuscitation), training in the administration of opioid antagonists as defined in paragraph (1) of subsection (e) of Section 5-23 of the Substance Use Disorder Act.

(50 ILCS 705/7) (from Ch. 85, par. 507)

EVERY THREE YEARS

1. **CONSTITUTIONAL AND PROPER USE OF LAW ENFORCEMENT**

AUTHORITY- Minimum in-service training requirements, which a police officer must satisfactorily complete every 3 years. Those requirements shall include constitutional and proper use of law enforcement authority, procedural justice, civil rights, human rights, mental health awareness and response, officer wellness, [reporting child abuse and neglect,] and cultural competency.

(50 ILCS 705/7) (from Ch. 85, par. 507) (from P.A. 101-215 & P.A. 101-564)

2. **PROCEDURAL JUSTICE-** (See mandate above)

3. **CIVIL RIGHTS-** (See mandate above)
4. **HUMAN RIGHTS-** (See mandate above)
5. **CULTURAL COMPETENCEY-** (See mandate above)
6. **MENTAL HEALTH AWARENESS AND RESPONSE-** (See mandate above)
7. **REPORTING CHILD ABUSE AND NEGLECT-** (See mandate above)
8. **OFFICER WELLNESS-** (See mandate above)

The Board shall create, develop, or approve an in-service course addressing issues of officer wellness and suicide prevention. The course shall include instruction on job-related stress management techniques, skills for recognizing signs and symptoms of work-related cumulative stress, recognition of other issues that may lead to officer suicide, solutions for intervention, and a presentation on available peer support resources. (50 ILCS 705/10.23)
9. **TRAUMA INFORMED RESPONSE & INVESTIGATION OF SEXUAL ASSAULT AND ABUSE-** The Illinois Law Enforcement Training Standards Board shall conduct or approve training programs in trauma-informed responses and investigations of sexual assault and sexual abuse, which include, but is not limited to, the following: (1) recognizing the symptoms of trauma; (2) understanding the role trauma has played in a victim's life; (3) responding to the needs and concerns of a victim; (4) delivering services in a compassionate, sensitive, and nonjudgmental manner; (5) interviewing techniques in accordance with the curriculum standards in subsection (f) of this Section; (6) understanding cultural perceptions and common myths of sexual assault and sexual abuse; (7) report writing techniques in accordance with the curriculum standards in subsection (f) of this Section; and (8) recognizing special sensitivities of victims due to: age, including those under the age of 13; gender; or other qualifications... (c) Agencies employing law enforcement officers must present this training to all law enforcement officers within 3 years after January 1, 2017 (the effective date of Public Act 99-801) and must present in-service training on sexual assault and sexual abuse response and report writing training requirements every 3 years. (50 ILCS 705/10.21)

EVERY FOUR YEARS

1. **LEAD HOMICIDE INVESTIGATOR-** The Illinois Law Enforcement Training and Standards Board shall conduct or approve a training program in death and homicide investigation for the training of law enforcement officers of local government agencies. Only law enforcement officers who successfully complete the training program may be

assigned as lead investigators in death and homicide investigations. Satisfactory completion of the training program shall be evidenced by a certificate issued to the law enforcement officer by the Illinois Law Enforcement Training and Standards Board. (50 ILCS 705/10.11)

2. **STANDARDIZED FIELD SOBRIETY TESTING-** All officers conducting grant funded, alcohol-related enforcement patrols must be trained in the Standardized Field Sobriety Test (SFST). Approved training in this area consists of the 24-hour National Highway Traffic Safety Administration (NHTSA), DWI Detection and Standardized Field Sobriety Testing Course or other NHTSA/Illinois Law Enforcement Training & Standards Board (ILETSB)-approved refresher course. To satisfy this requirement, officers must complete an ILETSB accredited academy; a 24-hour SFST course or a SFST refresher course every four years from the date of their last completed certified training. These courses must be taught by certified SFST instructors. Note: A department may provide in-house training for its own officers conducted by officers from the same department, provided the trainer is a certified SFST instructor. Officers may also attend training at an agency other than their own provided the training is conducted by a certified instructor. In these situations, a class roster showing all officers who completed the training must be sent to the ILETSB. Upon request, departments must be able to produce verification of compliance with this requirement.
(IDOT Sustained Traffic Enforcement Program)

*While NHTSA does not require retraining, IDOT requires retraining every four years.

EVERY FIVE YEARS

1. **PSYCHOLOGY OF DOMESTIC VIOLENCE-** Every law enforcement agency shall develop, adopt, and implement written policies regarding arrest procedures for domestic violence incidents consistent with the provisions of this Article. In developing these policies, each law enforcement agency shall consult with community organizations and other law enforcement agencies with expertise in recognizing and handling domestic violence incidents. (b) In the initial training of new recruits and every 5 years in the continuing education of law enforcement officers, every law enforcement agency shall provide training to aid in understanding the actions of domestic violence victims and abusers and to prevent further victimization of those who have been abused, focusing specifically on looking beyond the physical evidence to the psychology of domestic violence situations, such as the dynamics of the aggressor-victim relationship, separately evaluating claims where both parties claim to be the victim, and long-term effects.
(725 ILCS 5/112A-27)



To: Mayor Dolick and Members of the City Council

From: Joe Wade, City Administrator

Subject: Intergovernmental Agreement by and between the City of Prospect Heights, Metropolitan Water Reclamation District and Cook County for Willow Road Flood Control Project

Date: October 4, 2022

With this memo is a proposed resolution and intergovernmental agreement with the Metropolitan Water Reclamation District, and Cook County, for a storm water management improvement at Willow Road and Owen Street. The partnership and agreement addresses the scope of the improvement, which raises the grade of approximately 900 linear feet of Willow Road, 2-4 feet, and Owen Street, 1-2 feet, to improve storm water flow and prevent street flooding. The Willow and Owen grade increases are needed to prevent water from flooding the streets and dispersing to lower elevations.

Project Background

The City of Prospect heights has been working with the Metropolitan Water Reclamation District, and Cook County Department of Transportation, for several years, to examine possible methods to prevent Willow, Hillcrest and Owen from being closed during significant storm water events. Preliminary conceptual engineering was provided by the MWRD's Storm Water Partnership Program, which also formulated the present intergovernmental agreement between effected agencies.

To examine the issue in depth, the City formed an Ad Hoc Willow Road Committee. The Committee held evening meetings with impacted residents, and the consensus solution was to move forward with improvements to Willow and Owen, while maintaining the status quo on Hillcrest.

Flooding, and resultant street closures, are not uncommon on Willow, Hillcrest and Owen during significant storm water events. For example, Willow Road, between Hillcrest Lake and the Slough, was closed for eight days in 2020.

As Willow Road is a Cook County highway and collector arterial for Prospect Heights, this is an impediment to area traffic circulation. At times, vehicles have suffered damages upon entering

the flooded area. Additionally, the periodic closure of these streets, due to street flooding, is a challenge to public safety response.

Proposed Solution

Working in partnership, the Metropolitan Water Reclamation District, Cook county Department of Transportation, and City of Prospect Heights, are proposing a capital project to address this situation and mitigate street flooding occurrences in the area.

Project Description

The proposed project would raise the grade of approximately 900 linear feet of Willow, 2-4 feet, and Owen Street, 1-2 feet, to improve storm water flow and prevent street flooding. Essentially, the elevation change and culvert installation will cause water which presently stands on the street surface, to flow under the roadways.

While culverts will be added under Willow Road, there will be no change to the hydrology of the Slough/Hillcrest Lake system. Slough and Lake levels will not be impacted. The culverts under Willow Road are designed to maintain the same hydraulic conditions as presently exist. Also, there will be no change to the outflow of Hillcrest Lake.

Willow Road will close for 6-9 months, largely due to the allowance of time needed for soil settling. As the project involves fill replacement in the regulatory floodplain, City and Illinois Department of Natural Resources regulations require excavation of a commensurate amount of floodplain volume. Project managers have secured compensatory storm water storage and associated easement agreements will be forthcoming.

The widths and alignments of the roadways will remain as they presently exist. A guardrail is planned for both sides of Willow, and there is a planned 4ft. wide paved pathway. Approximately 6 ft. wide paved shoulders are proposed for both sides of Willow. Driveways impacted by the grade change along Hillcrest and Owen will be elevated to meet the proposed roadway elevations. The shallow ditches adjacent to the roads will be regraded along with the grass areas adjacent to the roads and driveways.

In most areas, the slope between the roadway and Lake will be gentle and will accommodate natural plantings. Exceptions will be some areas around Willow Road culverts, and Owen Street, where the slopes will be too steep for erosion control. In these cases, riprap is planned.

Project Contribution Distribution

Potential MWRD Cost Share	\$1,800,000
Potential Cook County DOT Share	\$817,000
City of Prospect Heights Estimated Share	\$575,000

MWRD and Cook County DOT have requested the City assume the role of managing agency for the project, which entails securing compensatory detention capacity, develop bid documents and selection of construction contracts, and management of construction. All City responsibilities must be performed in accordance with MWRD regulations.

In working with MWRD and County officials, staff requested a capped cost for the City's share of the project. While we were unable to achieve this, the agreement's contribution structure exceed the project's estimated \$3,192,000 cost. Additionally, the estimated construction cost of \$2,660,000, includes a \$489,000 contingency. (Please note: \$2,660,000 is the anticipated construction cost and does not include design and construction engineering.) Finally, the proposed agreement has "exit ramp" provisions for termination by the MWRD, County or City. Should construction costs exceed expectations, the partnership has the ability to review the project for possible savings. For example, building the project to a 75-year storm water event standard as opposed to a 100-year event standard. Finally, the proposed agreement has "exit ramp" provisions for termination by the MWRD, County of City.

While Gewalt Hamilton engineers and I have sought the most favorable terms possible for the City, this is the document the MWRD has offered and will accept. The agency has already invested an estimated \$400,000 to \$500,000 in preliminary engineering work.

Also, we are mindful the service area of Cook County, the second most populous county in the nation, with 5.12 million people, has other needs and demands. If the City turns away from this plan, our ability to form future partnerships may be in question.

The City's portion of this project has been budgeted in the Capital Improvements Plan.

The below project schedule is preliminary and subject to change.

Forecasted Project Schedule

October, 2022	Review and Action by City Council
Engineering Design Work and Permitting	November, 2022-August 2023
Advertisement of Construction Bids	December, 2023
Bid Opening	January, 2024
Bond Approval	March, 2024
Construction Start	April, 2024
Construction End	October, 2024

RESOLUTION NO. R-22-33

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PROSPECT
HEIGHT AND METROPOLITAN WATER RECLAMATION DISTRICT AND COOK
COUNTY FOR THE WILLOW ROAD FLOOD CONTROL PROJECT**

WHEREAS, the City of Prospect Heights (the “City”) is a municipal entity duly organized and operating pursuant to the laws of the State of Illinois; and

WHEREAS, the City of Prospect Heights has been working with (MWRD) Metropolitan Water Reclamation District and Cook County to examine methods to prevent Willow Road and Owen Court from being closed during significant storm water events; and

WHEREAS, the City, MWRD, and Cook County have agreed upon a cost sharing distribution for the Willow Road and Owen Court improvements; and

WHEREAS, an intergovernmental agreement between the City, MWRD, and Cook County has been prepared as set forth as Exhibit A;

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

Section 1: The recitals set forth hereinabove shall be and are hereby incorporated as findings as if said recitals were fully set forth within this Section One.

Section 2: The City Council agrees that the intergovernmental agreement between the City, the Metropolitan Water Reclamation District, and Cook County furthers the collective goals of and is in the best interest of all parties.

Section 3: Any and all policies or resolutions of the City of Prospect Heights that conflict with the provisions of this resolution shall be and are hereby repealed to the extent of such conflict.

Section 4: This Resolution shall be in full force and effect from and after its passage as provided by law.

Passed and Approved this 10th day of October, 2022

Matthew Dolick, Acting Mayor

ATTEST:

City Clerk

AYES: _____

NAYS: _____

ABSENT: _____

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE CITY OF PROSPECT HEIGHTS, THE ~~COUNTY OF COOK~~
~~COUNTY~~
~~DEPARTMENT OF TRANSPORTATION AND HIGHWAYS~~, AND THE
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
FOR DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE OF A FLOOD
CONTROL PROJECT AT WILLOW ROAD ON MCDONALD CREEK TRIBUTARY A**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) entered into, by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body corporate and politic, organized and existing under the laws of the State of Illinois (“MWRDGC”), the County of Cook, acting by and through its ~~County~~-Department of Transportation and Highways, a body corporate and politic and home rule unit of government pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois (“County”), and the City of Prospect Heights, a municipal corporation and non-home rule unit of government organized and existing under Article VII, Section 7 of the 1970 Constitution of the State of Illinois (“City”). Together, MWRDGC, the County, and the City may, for convenience only, be hereinafter referred to as the “Parties” and each individually as a “Party.”

WITNESSETH:

WHEREAS, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (“Act”); and

WHEREAS, the Act declares that stormwater management in Cook County shall be under the general supervision of MWRDGC; and

WHEREAS, the Act, as amended on June 18, 2014 by Public Act 098-0652, specifically authorizes MWRDGC to plan, implement, and finance local activities relating to stormwater management projects in Cook County; and

WHEREAS, the Act provides that MWRDGC may assume responsibility for maintaining any stream within Cook County; and

WHEREAS, the City is located within the boundaries of Cook County; and

WHEREAS, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11, the City has the authority to improve and maintain waterways and flood control structures within its corporate limits; and

WHEREAS, the County and City propose to raise Willow Road, a ~~two-two~~-lane County road, and Owen Court, a residential street maintained by the City, for the public benefit of reducing flooding in the general area (“Public Benefit”); and

WHEREAS, the City intends to design and construct—and the County and City intend to operate, maintain, and own— the aforementioned improvements (“Project”); and

WHEREAS, the Project may be approached more effectively, economically, and comprehensively with the County, the City, and MWRDGC cooperating and using their joint efforts and resources as further described and provided for below in this Agreement; and

WHEREAS, the size and scope of this Project would be substantially reduced but for MWRDGC’s commitment of financial and technical resources as further described and provided for below in this Agreement; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

WHEREAS, on _____, MWRDGC’s Board of Commissioners authorized MWRDGC to enter into an intergovernmental agreement with the County and City; and

WHEREAS, on _____, the City’s Council authorized the City to enter into an intergovernmental agreement with MWRDGC and the County; and

WHEREAS, on _____, the County’s Board of Commissioners authorized the County to enter into an intergovernmental agreement with MWRDGC and the City; and

NOW THEREFORE, in consideration of the matters set forth, the mutual covenants and agreements contained in this ~~agreement~~ Agreement and, for other good and valuable consideration, the County, the City and MWRDGC hereby agree as follows:

Article 1. Incorporation of Recitals. The recitals set forth above are incorporated herein by reference and made a part hereof.

Article 2. Scope of Work.

1. The work contemplated by this Agreement will include the design, construction, operation, and maintenance of the following improvements, as depicted in Exhibit 1 ("Facilities"): (1) raising Willow Road over McDonald Creek Tributary A to an elevation of 653 but not less than 652.1 (NAVD 88), for a total approximate length of 900 linear feet, along with new culverts under Willow Road; (2) raising Owen Court to an elevation of 651 (NAVD 88), or approximately by 18 inches, with additional culverts under Owen Court; and (3) providing compensatory floodplain storage. Compensatory floodplain storage locations will be finalized after being evaluated by the City, in coordination with MWRDGC and the County. All work to design, construct, operate, and maintain the Facilities shall be part of the Project.
2. The City, at its sole cost and expense, shall cause to be prepared construction drawings, specifications, and details ("Construction Documents") for the Project.
3. The Project shall realize the Public Benefit of helping to alleviate flooding impacting roads and impeding residential property access within the Project area of the City, as shown in Exhibit 1.
4. The City shall provide the County and MWRDGC with a copy of sixty percent (60%) and ninety-eight percent (98%) complete Construction Documents for the County and MWRDGC's review and approval as to the Project's Public Benefit.
5. Within thirty (30) calendar days of receipt of the sixty percent (60%) and ninety-eight percent (98%) complete Construction Documents, the County and MWRDGC shall review and provide written comments to the City as to the Project's Public Benefit. If the City does not receive comments from the County and/or MWRD within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed an approval of the Construction Documents. The City shall incorporate the County and MWRDGC's review comments into the Construction Documents.
6. The City, at its sole cost and expense, shall construct the Project in accordance with the final Construction Documents.
7. The County and its authorized agents shall have reasonable rights of inspection (including pre-final and final inspection) during construction of the Project. The City shall work cooperatively

Commented [j1]: Removed the reference to the Project's Public Benefit, so as to not limit the scope of the County or MWRDGC's review

Commented [j2]: Same comment as above

with the County to address and resolve any concerns raised by the County with respect to construction of the Project. The City shall provide not less than fourteen (14) calendar days' advance written notice to the County prior to final inspection of the Project.

~~6.8.~~ The City shall require that the construction contractor name the County as an additional insured under the contractor's general liability insurance policy.

~~7.9.~~ To the extent practicable, the City, its agents, contractors, or employees shall use MWRDGC biosolids in any amendments performed to the soil of the Project area, including but not limited to, landscaping. Subject to availability, MWRDGC will provide the biosolids free of charge with the City being required to pay for and make arrangements for transportation necessary to deliver the biosolids to the Project area.

~~8.10.~~ The City shall publicly advertise the Project and publicly award all Project-related construction contracts to the lowest responsible bidder, as determined by the City. The City shall consider and act in general accord with the applicable standards of MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24, (a copy of which is attached hereto as Exhibit 2), when advertising and awarding the construction contracts. The City shall also require a payment bond and performance bond for all Project-related construction contracts in general accord with the applicable standards of attached Exhibit 2. The City may impose more stringent requirements than those contained in attached Exhibit 2 when awarding Project-related construction contracts, but in no event shall the City's requirements fall below MWRDGC's applicable general standards. The City need not include the attached Exhibit 2 as part of its bid documents. However, the City is responsible for ensuring that these applicable minimum requirements are met.

~~9.11.~~ The City agrees that the Project is a "Covered Project" as defined in MWRDGC's "Multi-Project Labor Agreement for Cook County" (effective date of October 6, 2017) ("MPLA") (a copy of which is attached hereto as Exhibit 3). As such, the City agrees to be obligated as MWRDGC would be in the MPLA and will ensure that the standards and requirements for "Covered Projects" will be met for the Project, as applicable. The City may impose more stringent requirements than those contained in the MPLA when awarding Project-related construction contracts, but in no event shall the City's requirements fall below the standards for "Covered Projects" detailed in it. The attached Exhibit 3 need not be included as part of the

Project's bid documents, but the City is responsible for ensuring that its applicable minimum requirements are met.

~~10.12.~~ The City must comply with the applicable portions of MWRDGC's Affirmative Action Requirements and Affirmative Action Ordinance (attached hereto as Exhibit 4). Affirmative Action goals for the Project are: twenty percent (20%) of the total amount of Project-related reimbursement to be provided by MWRDGC for Minority-Owned Business Enterprises ("MBE"), ten percent (10%) of the total amount of Project-related reimbursement to be provided by MWRDGC for Women-Owned Business Enterprises ("WBE"), and ten percent (10%) of the total amount of Project-related reimbursement to be provided by MWRDGC for Small Business Enterprises ("SBE").

~~11.13.~~ The City will comply with MWRDGC's Affirmative Action goals with respect to that portion of the Project cost for which MWRDGC has contributed funds. The determination as to whether the City has complied with these Affirmative Action goals is solely in MWRDGC's discretion. If the City fails to fully comply with these Affirmative Action goals, as determined by MWRDGC, MWRDGC may withhold payments to the City up to or equal to the dollar amount by which the City failed to meet the Affirmative Action goal(s).

~~12.14.~~ MWRDGC will have the right to access and inspect, with reasonable notice, any records or documentation related to the City's compliance with MWRDGC's Affirmative Action goals and requirements.

~~13.15.~~ In order to evidence compliance with MWRDGC's Affirmative Action Requirements, the City must submit the following items to MWRDGC's Diversity Administrator prior to the start of construction: (1) a completed Utilization Plan, ~~a~~ a copy of which is attached hereto as Exhibit 5; and (2) a letter from a certifying agency that verifies, as appropriate, the MBE, WBE, or SBE status of each vendor listed as a subcontractor on the Utilization Plan. A certification letter will be deemed current so long as its expiration date is subsequent to the date of the Utilization ~~plan~~ Plan. Failure to timely submit a Utilization Plan or certifying letter may result in a payment delay and/or denial.

~~14.16.~~ The City must comply with the applicable portions of MWRDGC's Veteran's Business Enterprise ("VBE") Contracting Policy Requirements (attached hereto as Exhibit 6). VBE goals for the Project are: three percent (3%) of the total amount of reimbursement to be provided by MWRDGC for the Project for VBEs.

~~15.17.~~ The determination as to whether the City has complied with MWRDGC's VBE policy is solely in MWRDGC's discretion. If the City fails to fully comply with this policy, as determined by MWRDGC, MWRDGC may withhold payments to the City up to or equal to the dollar amount by which the City failed to meet the VBE goal(s).

~~16.18.~~ MWRDGC has the right to access and inspect, with reasonable notice, any records or documentation related to the City's compliance with MWRDGC's VBE policy.

~~17.19.~~ In order to evidence compliance with MWRDGC'S VBE policy, the City must submit the following items to MWRDGC's Diversity Administrator prior to the start of construction: (1) a completed VBE Commitment Form, a copy of which is attached hereto as Exhibit 7; and (2) a current letter from a certifying agency that verifies, as appropriate, the VBE status of each vendor listed as a subcontractor on the Utilization Plan. A certification letter will be deemed current so long as its expiration date is subsequent to the date of the Commitment Form. Failure to timely submit a VBE Commitment Form or certifying letter may result in a payment delay and/or denial.

Commented [3]: Utilization Plan? Or the VBE Commitment Form?

~~18.20.~~ Together with each and every reimbursement request, the City must submit to MWRDGC's Diversity Administrator the following: (1) an Affirmative Action Status Report ("Status Report") attached hereto as Exhibit 8; (2) full or partial lien waivers from the participating MBE/WBE/SBE/VBE vendors, as applicable; and (3) proof of payment to the participating MBE/WBE/SBE/VBE vendors (e.g., canceled checks), as applicable. Failure to submit a Status Report and any supporting documentation may result in a payment delay and/or denial.

~~19.21.~~ The City shall comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. Current prevailing wage rates for Cook County are determined by the Illinois Department of Labor. The prevailing wage rates are available on the Illinois Department of Labor's official website. It is the responsibility of City to obtain and comply with any revisions to the rates should they change throughout the duration of the Agreement.

~~20.22.~~ The City, at its sole cost and expense, shall provide the final design of the Project, land acquisition and remediation, and construction oversight and administrative support for the Project.

~~21.23.~~ The City shall submit an Operation and Maintenance Plan ("O&M Plan") for review and approval by MWRDGC and the County. The O&M Plan shall be included as part of the

Agreement as Exhibit 9. At their sole cost and expense, the County and City shall operate and maintain the Project in accordance with the O&M Plan.

22.24. ~~The~~ County shall reimburse the City for the design and construction costs of the Project in an amount not to exceed Eight Hundred Seventeen Thousand Dollars (\$817,000) (“County’s Maximum Reimbursement Amount”). The County shall reimburse the City for design costs upon receipt of an invoice from the City after the construction contract for the Project has been awarded. In the event that design costs do not exceed Eight Hundred Seventeen Thousand Dollars (\$817,000), the balance of the County’s Maximum Reimbursement Amount may be applied to construction costs. As a condition for reimbursement, the City shall submit copies of design and construction invoices to the County for the County’s review and approval, such approval not to be unreasonably withheld.

Commented [j4]: Please include a cost estimate/sharing table as an exhibit

23.25. MWRDGC shall reimburse the City for [REDACTED] percent ([REDACTED] %) of the total construction cost of the Project, but in no event shall that amount exceed One Million Eight Hundred Thousand Dollars (\$1,800,000) (“MWRDGC’s Maximum Reimbursement Amount”). All reimbursement provided by MWRDGC shall be used exclusively for the construction of the Project. The City will be responsible for securing funding or contributing its own funds for all remaining costs necessary to construct the Project in accordance with the Construction Documents. For purposes of this Agreement, “construction” shall mean all work necessary to build the Project as depicted in the Construction Documents. The City shall be solely responsible for change orders, overruns or any other increases in cost of the Project. MWRDGC shall disburse funds to the City in accordance with the following schedule:

- a. Twenty-five percent (25%) at receipt of invoices for twenty-five percent (25%) completion of construction of the Facilities;
- b. Twenty-five percent (25%) at receipt of invoices for fifty percent (50%) completion of construction of the Facilities;
- c. Twenty-five percent (25%) at receipt of invoices for seventy-five percent (75%) completion of construction of the Facilities; and
- d. Subject to MWRDGC’s Maximum Reimbursement Amount, the remaining amount necessary to cover [REDACTED] percent ([REDACTED] %) of the Project cost shall be paid upon receipt of invoices for final completion and after final inspection by MWRDGC.

e. MWRDGC will only pay invoices submitted in strict accordance with this schedule.

The City shall submit invoices for the representative percentage of construction within thirty (30) days of meeting its respective completion percentage.

~~24.26.~~ MWRDGC's Maximum Reimbursement Amount is based on the funding amount that MWRDGC's Board of Commissioners has approved and appropriated for purposes of this Agreement for the current fiscal year. Any additional funding from MWRDGC beyond the current fiscal year is subject to the approval of MWRDGC's Board of Commissioners.

~~25.27.~~ As of the date on which the City executed this Agreement, the City has spent approximately \$ [REDACTED] on engineering, property acquisition, and other design-related ~~project~~ Project costs. The City will also contribute approximately \$ [REDACTED] towards total construction costs, including construction inspection.

~~26.28.~~ As of the date on which the County executed this Agreement, the County has spent approximately ~~Sixty-Five Thousand Dollars (\$65,000)~~ [REDACTED] on engineering, ~~property acquisition,~~ and other design-related ~~project~~ Project costs. The County will also contribute ~~approximately up to Eight Hundred Seventh Thousand Dollars (\$817,000)~~ [REDACTED] towards total ~~design and~~ construction costs ~~for the Project, including construction inspection.~~

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~~27.29.~~ As of the date MWRDGC executed this Agreement, MWRDGC has spent approximately ~~398,178.00~~ Three Hundred Ninety-Eight Thousand One Hundred Seventy-Eight Dollars and 09/100 Cents (\$398,178.09) on engineering and other design-related ~~project~~ Project costs.

~~28.30.~~ As a condition for reimbursement, ~~The the~~ City shall submit copies of construction invoices to MWRDGC for MWRDGC's review and approval, such approval not to be unreasonably withheld.

~~29.31.~~ The City shall return all funds provided by MWRDGC and the County if construction of the Project is not completed in accordance with the Construction Documents within two (2) years of City's initial award of a construction contract related to the Project, unless MWRDGC approves an extension of the two (2) year completion period prior to its expiration; such approvals shall not be unreasonably withheld.

Article 3. Permits and Fees

1. Federal, State, and County Requirements. The City shall obtain all federal, state, county, and local permits required by law for the construction of the Project, and shall assume any costs in

procuring said permits. Additionally, the City shall obtain all consents and approvals required by federal, state, and/or county regulations for the construction of the Project, and shall assume any costs incurred in procuring all such consents and approvals. Bidding plans shall reflect a minimum proposed overtopping elevation on Willow Road over McDonald Creek Tributary A of 653. Should modifications to the bidding plans such as lowering the overtopping elevation of Willow Road be proposed after bidding during construction, amended permits and approval from MWRDGC and the County (i.e. written documentation/acknowledgement of changes made) shall be obtained by the City.

2. Operation and Maintenance. The County and City shall obtain any and all permits necessary for the performance of any operations or maintenance work associated with the improvements to be constructed by the City in connection with the Project, and in accordance with Article 5 of this Agreement.

Article 4. Property Interests

1. Contemporaneous with execution of this Agreement, the City must provide MWRDGC with proof of perpetual ownership or easement over the Project site.
2. Prior to construction, the City shall acquire at its sole expense any temporary or permanent easements, license agreements, or fee simple title as may be necessary for construction, maintenance, and access to the Project. Any property interests acquired by the City must be consistent with MWRDGC's right to access the Project to conduct an inspection or perform maintenance as set out in Article 5 of this Agreement.
3. Should acquisition of property interests via condemnation be necessary, the City shall incur all associated costs, including purchase price and/or easement fee as well as any attorney fees.
4. The City shall record all easements, licenses, or deeds acquired for the Project.
5. The County and City shall own all of the improvements constructed for the Project. Nothing in this Agreement shall be construed as creating an ownership or property interest for MWRDGC in any part of the Project or Facilities.

Article 5. Maintenance

1. The County and City, at their sole cost and expense, shall perpetually maintain the Facilities and any other associated appurtenances in accordance with the O&M Plan to be prepared by the City and approved by MWRDGC and County.

2. The County and City shall conduct annual inspections to ensure adequate maintenance of the Facilities and any other associated appurtenances. The City shall prepare a report detailing its annual inspection, observations, and conclusions, including whether the Facilities and any other associated appurtenances are operating as designed, functioning, and providing the intended ~~public~~ Public benefitBenefit. The annual inspection report shall be stamped by a Professional Engineer licensed by the State of Illinois. The stamped annual inspection report shall be provided to MWRDGC and the County within thirty (30) days of completion.
3. MWRDGC shall have the right (including any necessary right of access) to conduct its own annual inspection of the constructed Facilities upon reasonable notice to the County and City.
4. In the event of failure ~~of~~ by the County and or City to maintain the Facilities as described above to the reasonable satisfaction of MWRDGC, MWRDGC may issue a thirty (30) calendar day written notice by certified or registered mail to the City directing the City to perform such maintenance. If maintenance has not been accomplished on or before thirty (30) calendar days after receipt of such notice, MWRDGC may cause such maintenance to be performed and the City shall pay MWRDGC the entire cost MWRDGC incurred to perform the required maintenance. ⁱ
5. In the event of failure by the County and/or City to maintain or operate the Project in accordance with the O&M Plan ~~to provide the intended public benefit~~, MWRDGC may demand that some or all of the funding it provided under this Agreement be returned to MWRDGC.
6. In performing ~~its~~ their obligations under this Article, the County and City shall comply with all access restrictions and notice requirements set forth in the easements, licenses, or deeds recorded pursuant to Article 4 of this Agreement.

Article 6. Notification

1. Bid Advertisement. The City will provide MWRDGC and the County with thirty (30) calendar days' notice prior to Bid Advertisement for the Project.
2. Construction. The City shall provide MWRDGC and the County with a construction schedule and provide MWRDGC a minimum of seventy-two (72) hours' notice before the following Project milestones:
 - Start of work
 - Substantial completion
 - Completion of work

Article 7. Termination by the City

Prior to commencement of construction of the Project, the City may, at its option, and upon giving notice to MWRDGC and the County in the manner provided in Article 26 below, terminate this Agreement as it pertains to the entire Project. The City shall return all Project-related funds received from the County and MWRDGC no later than fourteen (14) days following its termination of the Agreement.

Article 8. Termination by MWRDGC

Prior to Bid Advertisement for the Project, MWRDGC may, at its option, and upon giving notice to the County and City in the manner provided in Article 26 below, terminate this Agreement as it pertains to the entire Project.

Article 9. Termination by the County

Prior to commencement of Project-related construction, the County may, at its option, and upon giving notice to MWRDGC and the City in the manner provided in Article 26 below, terminate this Agreement as it pertains to the entire Project.

Article 10. Effective Date

This Agreement becomes effective on the date that the last signature is affixed hereto.

Article 11. Duration

Subject to the terms and conditions of Articles 7, 8, and 9 above, this Agreement shall remain in full force and effect for perpetuity.

Article 12. Non-Assignment

No Party may assign its rights or obligations hereunder without the written consent of the other Parties.

Article 13. Waiver of Personal Liability

No official, employee, or agent of any Party to this Agreement shall be charged personally by any other Party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a Party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

Article 14. Indemnification

The ~~County and~~ City shall defend, indemnify, and hold harmless MWRDGC, its Commissioners, officers, employees, and other agents ("the MWRDGC Party") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorney fees and disbursements), claims, demands, actions, suits, proceedings, judgments, or settlements, any or all of which are asserted by any individual, private entity, or public entity against the MWRDGC Party and arise out of or are in any way related to: (1) the design, construction, or maintenance of the Project that is the subject of this Agreement; or (2) the exercise of any right, privilege, or authority granted to the ~~County and/or~~ City under this Agreement.

The County shall defend, indemnify, and hold harmless MWRDGC, its Commissioners, officers, employees, and other agents ("the MWRDGC Party") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to), court costs and reasonable attorney fees and disbursements), claims, demands, actions, suits, proceedings, judgments, or settlements, any or all of which are asserted by any individual, private entity, or public entity against the MWRDGC Party and arise out of or are in any way related to: (1) the operation and maintenance of any of the County's facilities; or (2) the exercise of any right, privilege, or authority granted to the County under this Agreement.

Article 15. Representations of the City

The City covenants, represents, and warrants as follows:

1. The City has full authority to execute, deliver, and perform, or cause to be performed, this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of the City are duly authorized to sign same on behalf of and to bind the City; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the City or any instrument to which the City is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation; and
4. The City has allocated \$ [REDACTED] in funds for this Project, which are separate from and in addition to the funds to be provided by MWRDGC and the County under this Agreement.

Article 16. Representations of the County

The County covenants, represents, and warrants as follows:

1. The County has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of County are duly authorized to sign same on behalf of and to bind the County; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the County or any instrument to which the County is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation; and
4. The County has allocated up to Eight Hundred Seventeen Thousand Dollars (\$817,000) ~~\$817,000~~ in funds for this Project, which are separate from and in addition to the funds to be provided by MWRDGC and the City under this Agreement.

Article 17. Representations of MWRDGC

MWRDGC covenants, represents, and warrants as follows:

1. MWRDGC has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of MWRDGC are duly authorized to sign same on behalf of and to bind MWRDGC; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of MWRDGC or any instrument to which MWRDGC is bound or any judgment, decree, or order of any court or governmental body, or any applicable law, rule, or regulation.

Article 187. Disclaimers

This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between MWRDGC and any party or parties other than the County and City.

Article 198. Waivers

Whenever a Party to this Agreement by proper authority waives any other Party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

Article 2049. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision

as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Article 219. Necessary Documents

Each Party agrees to execute and deliver all further documents, and take all further action reasonably necessary to effectuate the purpose of this Agreement. Upon the completion of construction of the Project, the City shall provide the County and MWRDGC with either a PDF-formatted electronic copy contained on a CD-ROM or USB Flash Drive, or full-sized copies of “As-Built” drawings for the Project. The drawings shall be affixed with the “As-Built” printed mark and must be signed by both the City’s resident engineer and the contractor.

Article 221. Compliance with Applicable Laws and Deemed Inclusion of Same

The Parties agree to observe and comply with all federal, state, and local laws, codes and ordinances applicable to the Project. Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either Party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement. The Parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement, including the Equal Opportunity clause set forth in Appendix A to the Illinois Department of Human Rights' regulations, which is incorporated by reference in its entirety as though fully set forth herein.

Article 223. Entire Agreement

This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the Parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

Article 243. Amendments

This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of all Parties.

Article 254. References to Documents

All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which all Parties hereto are privy.

Article 265. Judicial and Administrative Remedies

The Parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The Parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

The rights and remedies of MWRDGC, the County, or the City shall be cumulative, and election by MWRDGC, the County, or the City of any single remedy shall not constitute a waiver of any other remedy that such Party may pursue under this Agreement.

Article 276. Notices

Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement (“Notices”) shall be deemed adequately given only if in writing and addressed to the respective Party or Parties for whom such Notices are intended at the address or addresses set forth below. All Notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, by facsimile, or by electronic mail. A written Notice shall be deemed to have been given to the recipient Party or Parties on the earlier of (a) the date it is hand-delivered to the address(es) required by this Agreement; (b) with respect to Notices sent by mail, two (2) calendar days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; (c) with respect to Notices sent by facsimile, on the date sent, if sent to the facsimile number(s) set forth below and upon proof of delivery as evidenced by the sending fax machine; or (d) with respect to Notices sent electronically by email, on the date of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient(s). The name of this Agreement i.e., “INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE ~~COOK COUNTY OF COOK~~ DEPARTMENT OF TRANSPORTATION AND HIGHWAYS, THE CITY OF PROSPECT HEIGHTS AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF A FLOOD CONTROL PROJECT IN AT WILLOW ROAD ON MCDONALDS CREEK TRIBUTARY A” must be prominently featured in the heading of all Notices sent hereunder.

Any and all Notices referred to in this Agreement, or that either Party desires to give to the other, shall be addressed as set forth in this Article, unless otherwise specified and agreed to by the Parties.

Article 287. Representatives

Immediately upon execution of this Agreement, the following individuals will represent each of the Parties as a primary contact and receipt of notice in all matters under this Agreement.

For MWRDGC:
Director of Engineering
Metropolitan Water Reclamation District
of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-7905
Fax: (312) 751-5681
Email: catherine.o'connor@mwrdd.org

For the City:
[Acting](#) Mayor
City of Prospect Heights
8 N. Elmhurst Road
Prospect Heights, Illinois 60070
Phone: (847) 398-6070 Ext. 231
Fax: (847)-392-4244
Email: ahelmermdolick@prospect-heights.org

For the County:
[Acting](#) Superintendent
Cook County, Department of Transportation and Highways
69 West Washington Street, ~~Suite 2300~~ [24th Floor](#)
Chicago, Illinois 60602
Phone: (312) 603-1601
~~FAX~~ Fax: (312) 603-9945
Email: john.yonan@cookcountyl.gov Jennifer.Killen@cookcountyl.gov

Each Party agrees to promptly notify the other Parties of any change in its designated representative, which notice shall include the name, address, telephone number, fax number, and email address of the representative for such Party for the purpose hereof.

Article 289. Interpretation and Execution

1. The Parties agree that this Agreement shall not be construed against a Party by reason of who prepared it.
2. Each Party agrees to provide a certified copy of the ordinance, bylaw, or other authority demonstrating that the person(s) signing this Agreement is/are authorized to do so and that this Agreement is a valid and binding obligation of the Party.
3. The Parties agree that this Agreement shall be executed in quadruplicate.

Article 3028. Exhibits and Attachments.

The following Exhibits are attached to or incorporated into this Agreement with any amended versions of the below documents being attached as they become available:

- Exhibit 1a, b:** Project Vicinity Map and Project Conceptual Drawing
- Exhibit 2:** MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24
- Exhibit 3:** MWRDGC's Multi-Project Labor Agreement (Cook County) with Certificate of Compliance (effective date of October 6, 2017) ("MPLA")
- Exhibit 4:** Affirmative Action Ordinance, Revised Appendix D, dated June 4, 2015
- Exhibit 5:** MBE/WBE/SBE Utilization Plan and MBE/WBE/SBE Subcontractor's Letter
- Exhibit 6:** Veteran's Business Enterprise Contracting Policy Requirements Appendix V
- Exhibit 7:** VBE Commitment Form
- Exhibit 8:** Affirmative Action Status Report
- Exhibit 9:** Operation and Maintenance Plan

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago, the County of Cook ~~County Department of Transportation and Highways~~, and the City of Prospect Heights, the parties hereto, have each caused this Agreement to be executed by their duly authorized officers, duly attested, and their seals hereunto affixed.

CITY OF PROSPECT HEIGHTS

BY:

~~Nicholas J. Helmer~~ Matthew Dolick,
Acting Mayor

DATE:

ATTEST:

Joanna Prisiajnyiuk,
City Clerk

Date _____

COOK COUNTY

BY:

Toni Preckwinkle,
President, Board of Commissioners

DATE:

ATTEST:

Matthew B. DeLeon, County Clerk
Secretary to the Board of Commissioners

Date _____

APPROVED AS TO FORM:

Kimberly M. Foyx

By: _____
Assistant ~~Assistant~~ State's Attorney

RECOMMENDED BY:

~~John Yonan, P.E.~~ Jennifer (Sis) Killen, P.E., PTOE
Acting Superintendent

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance

Executive Director

ATTEST:

Clerk

Date: _____

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

Engineer of Stormwater Management

Date: _____

Assistant Director of Engineering

Date: _____

Director of Engineering

Date: _____

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

Date: _____

General Counsel

Date: _____

EXHIBIT 1A
PROJECT VICINITY MAP
(to be provided by the City)

EXHIBIT 1B
PROJECT CONCEPTUAL DRAWING
(to be provided by the City)

EXHIBIT 2
MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24

(70 ILCS 2605/) Metropolitan Water Reclamation District Act.

(70 ILCS 2605/11.1) (from Ch. 42, par. 331.1)

Sec. 11.1. Sections 11.1 through 11.24 of this amendatory Act of 1963 shall be known and may be cited as the "Purchasing Act for the Metropolitan Sanitary District of Greater Chicago."

(Source: P.A. 82-1046.)

(70 ILCS 2605/11.2) (from Ch. 42, par. 331.2)

Sec. 11.2. In addition to all the rights, powers, privileges, duties and obligations conferred thereon in "An Act to create sanitary districts and to remove obstructions in the Des Plaines and Illinois rivers", approved May 29, 1889, as amended, the Metropolitan Sanitary District of Greater Chicago shall have the rights, powers and privileges and shall be subject to the duties and obligations conferred thereon by this amendatory Act of 1963.

(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.3) (from Ch. 42, par. 331.3)

Sec. 11.3. Except as provided in Sections 11.4 and 11.5, all purchase orders or contracts involving amounts in excess of the mandatory competitive bid threshold and made by or on behalf of the sanitary district for labor, services or work, the purchase, lease or sale of personal property, materials, equipment or supplies, or the granting of any concession, shall be let by free and open competitive bidding after advertisement, to the lowest responsible bidder or to the highest responsible bidder, as the case may be, depending upon whether the sanitary district is to expend or receive money.

All such purchase orders or contracts which shall involve amounts that will not exceed the mandatory competitive bid threshold, shall also be let in the manner prescribed above whenever practicable, except that after solicitation of bids, such purchase orders or contracts may be let in the open market, in a manner calculated to insure the best interests of the public. The provisions of this section are subject to any contrary provisions contained in "An Act concerning the use of Illinois mined coal in certain plants and institutions", filed July 13, 1937, as heretofore and hereafter amended. For purposes of this Section, the "mandatory competitive bid threshold" is a dollar amount equal to 0.1% of the total general fixed assets of the district as reported in the most recent required audit report. In no event, however, shall the mandatory competitive bid threshold dollar amount be less than \$10,000 or more than \$40,000.

If a unit of local government performs non-emergency construction, alteration, repair, improvement, or maintenance work on the public way, the sanitary district may enter into

an intergovernmental agreement with the unit of local government allowing similar construction work to be performed by the sanitary district on the same project, in an amount no greater than \$100,000, to save taxpayer funds and eliminate duplication of government effort. The sanitary district and the other unit of local government shall, before work is performed by either unit of local government on a project, adopt a resolution by a majority vote of both governing bodies certifying work will occur at a specific location, the reasons why both units of local government require work to be performed in the same location, and the projected cost savings if work is performed by both units of local government on the same project. Officials or employees of the sanitary district may, if authorized by resolution, purchase in the open market any supplies, materials, equipment, or services for use within the project in an amount no greater than \$100,000 without advertisement or without filing a requisition or estimate. A full written account of each project performed by the sanitary district and a requisition for the materials, supplies, equipment, and services used by the sanitary district required to complete the project must be submitted by the officials or employees authorized to make purchases to the board of trustees of the sanitary district no later than 30 days after purchase. The full written account must be available for public inspection for at least one year after expenditures are made.

Notwithstanding the provisions of this Section, the sanitary district is expressly authorized to establish such procedures as it deems appropriate to comply with state or federal regulations as to affirmative action and the utilization of small and minority businesses in construction and procurement contracts.

(Source: P.A. 100-882, eff. 8-14-18.)

(70 ILCS 2605/11.4) (from Ch. 42, par. 331.4)

Sec. 11.4. Contracts which by their nature are not adapted to award by competitive bidding, such as, but not only, contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, contracts for the purchase or sale of utilities and contracts for materials economically procurable only from a single source of supply and leases of real property where the sanitary district is the lessee shall not be subject to the competitive bidding requirements of this Act. The sanitary district is expressly authorized to procure from any federal, state or local governmental unit or agency such surplus materials, as may be made available without conforming to the competitive bidding requirements of this Act. Regular employment contracts, whether classified in civil service or not, shall not be subject to the competitive bidding requirements of this Act. (Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.5) (from Ch. 42, par. 331.5)

Sec. 11.5. In the event of an emergency affecting the public health or safety, so declared by action of the board of trustees, which declaration shall describe the nature of the injurious effect upon the public health or safety, contracts may be let to the extent necessary to resolve such emergency without public advertisement. The declaration shall fix the date upon which such emergency shall terminate. The date may be extended or abridged by the board of trustees as in its judgment the circumstances require.

The executive director appointed in accordance with Section 4 of this Act shall authorize in writing and certify to the director of procurement and materials management those officials or employees of the several departments of the sanitary district who may purchase in the open market without filing a requisition or estimate therefor, and without advertisement, any supplies, materials, equipment or services, for immediate delivery to meet bona fide operating emergencies where the amount thereof is not in excess of \$50,000; provided, that the director of procurement and materials management shall be notified of such emergency. A full written account of any such emergency together with a requisition for the materials, supplies, equipment or services required therefor shall be submitted immediately by the requisitioning agent to the executive director and such report and requisition shall be submitted to the director of procurement and materials management and shall be open to public inspection for a period of at least one year subsequent to the date of such emergency purchase. The exercise of authority in respect to purchases for such bona fide operating emergencies shall not be dependent upon a declaration of emergency by the board of trustees under the first paragraph of this Section. (Source: P.A. 95-923, eff. 1-1-09; 96-165, eff. 8-10-09.)

(70 ILCS 2605/11.6) (from Ch. 42, par. 331.6)

Sec. 11.6. The head of each department shall notify the director of procurement and materials management of those officers and employees authorized to sign requests for purchases. Requests for purchases shall be void unless executed by an authorized officer or employee and approved by the director of procurement and materials management. Requests for purchases may be executed, approved and signed manually or electronically.

Officials and employees making requests for purchases shall not split or otherwise partition for the purpose of evading the competitive bidding requirements of this Act, any undertaking involving amounts in excess of the mandatory competitive bid threshold.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.7) (from Ch. 42, par. 331.7)

Sec. 11.7. All proposals to award purchase orders or contracts involving amounts in excess of the mandatory competitive bid threshold shall be published at least 12 calendar days in advance of the date announced for the receiving of bids, in a secular English language newspaper of general circulation in said sanitary district and shall be posted simultaneously on readily accessible bulletin boards in the principal office of the sanitary district. Nothing contained in this section shall be construed to prohibit the placing of additional advertisements in recognized trade journals. Advertisements for bids shall describe the character of the proposed contract or agreement in sufficient detail either in the advertisement itself or by reference to plans, specifications or other detail on file at the time of publication of the first announcement, to enable the bidders to know what their obligation will be. The advertisement shall also state the date, time and place assigned for the opening of bids. No bids shall be received at any time subsequent to the time indicated in the announcement; however, an extension of time may be granted for the opening of such bids upon publication in the same newspaper of general circulation in said sanitary district stating the date to which bid opening has been extended. The time of the extended bid opening shall not be less than 5 days after publication, Sundays and legal holidays excluded.

Cash, cashier's check or a certified check payable to the clerk and drawn upon a bank, as a deposit of good faith, in a reasonable amount not in excess of 10% of the contract amount, may be required of each bidder by the director of procurement and materials management on all bids involving amounts in excess of the mandatory competitive bid threshold. If a deposit is required, the advertisement for bids shall so specify. Instead of a deposit, the director of procurement and materials management may allow the use of a bid bond if the bond is issued by a surety company that is listed in the Federal Register and is authorized to do business in the State of Illinois.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.8) (from Ch. 42, par. 331.8)

Sec. 11.8. Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such bidder void. Each bidder shall accompany his bid with a sworn statement, or otherwise swear or affirm, that he has not been a party to any such agreement or collusion. Any disclosure in advance of the opening of bids, on the terms of the bids submitted in response to an advertisement, made or permitted by the director of procurement and materials

management or any officer or employee of said sanitary district shall render the proceedings void and shall require re-advertisement and re-award.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.9) (from Ch. 42, par. 331.9)

Sec. 11.9. All sealed bids shall be publicly opened by the director of procurement and materials management, or his designee, and such bids shall be open to public inspection for a period of at least 48 hours before award is made; provided, this provision shall not apply to the sale of bonds, tax anticipation warrants or other financial obligations of the sanitary district.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.10) (from Ch. 42, par. 331.10)

Sec. 11.10. Every contract or purchase order involving amounts in excess of the mandatory competitive bid threshold shall be signed by the president or other duly authorized officer of the board of commissioners, by the executive director, by the clerk and by the director of procurement and materials management. Each bid with the name of the bidder shall be entered upon a record which shall be open to public inspection in the office of the director of procurement and materials management. After the award is made, the bids shall be entered in the official records of the board of commissioners.

All purchase orders or contracts involving amounts that will not exceed the mandatory competitive bid threshold shall be let by the director of procurement and materials management. They shall be signed by the director of procurement and materials management and the clerk. All records pertaining to such awards shall be open to public inspection for a period of at least one year subsequent to the date of the award.

An official copy of each awarded purchase order or contract together with all necessary attachments thereto, including assignments and written consent of the director of procurement and materials management shall be retained by the director of procurement and materials management in an appropriate file open to the public for such period of time after termination of contract during which action against the municipality might ensue under applicable laws of limitation. Certified copies of all completed contracts and purchase orders shall be filed with the clerk. After the appropriate period, purchase orders, contracts and attachments in the clerk's possession may be destroyed by direction of the director of procurement and materials management.

The provisions of this Act are not applicable to joint purchases of personal property, supplies and services made by

governmental units in accordance with Sections 1 through 5 of "An Act authorizing certain governmental units to purchase personal property, supplies and services jointly," approved August 15, 1961.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.11) (from Ch. 42, par. 331.11)
Sec. 11.11. In determining the responsibility of any bidder, the director of procurement and materials management may take into account, in addition to financial responsibility, past records of transactions with the bidder, experience, adequacy of equipment, ability to complete performance within a specific time and other pertinent factors, including but not limited to whether the equipment or material is manufactured in North America.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.12) (from Ch. 42, par. 331.12)
Sec. 11.12. Any and all bids received in response to an advertisement may be rejected by the director of procurement and materials management if the bidders are not deemed responsible, or the character or quality of the services, supplies, materials, equipment or labor do not conform to requirements, or if the public interest may be better served thereby.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.13) (from Ch. 42, par. 331.13)
Sec. 11.13. Bond, with sufficient sureties, in such amount as shall be deemed adequate by the director of procurement and materials management not only to insure performance of the contract in the time and manner specified in said contract but also to save, indemnify and keep harmless the sanitary district against all liabilities, judgments, costs and expenses which may in anywise accrue against said sanitary district in consequence of the granting of the contract or execution thereof shall be required for all contracts relative to construction, rehabilitation or repair of any of the works of the sanitary district and may be required of each bidder upon all other contracts in excess of the mandatory competitive bid threshold when, in the opinion of the director of procurement and materials management, the public interest will be better served thereby.

In accordance with the provisions of "An Act in relation to bonds of contractors entering into contracts for public construction", approved June 20, 1931, as amended, all

contracts for construction work, to which the sanitary district is a party, shall require that the contractor furnish bond guaranteeing payment for materials and labor utilized in the contract.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.14) (from Ch. 42, par. 331.14)

Sec. 11.14. No contract to which the sanitary district is a party shall be assigned by the successful bidder without the written consent of the director of procurement and materials management. In no event shall a contract or any part thereof be assigned to a bidder who has been declared not to be a responsible bidder in the consideration of bids submitted upon the particular contract.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.15) (from Ch. 42, par. 331.15)

Sec. 11.15. No person shall be employed upon contracts for work to be done by any such sanitary district unless he or she is a citizen of the United States, a national of the United States under Section 1401 of Title 8 of the United States Code, an alien lawfully admitted for permanent residence under Section 1101 of Title 8 of the United States Code, an individual who has been granted asylum under Section 1158 of Title 8 of the United States Code, or an individual who is otherwise legally authorized to work in the United States.

(Source: P.A. 98-280, eff. 8-9-13; 99-231, eff. 8-3-15.)

(70 ILCS 2605/11.16) (from Ch. 42, par. 331.16)

Sec. 11.16. The executive director, with the advice and consent of the board of trustees, shall appoint the director of procurement and materials management. Any person appointed as the director of procurement and materials management must have served at least 5 years in a responsible executive capacity requiring knowledge and experience in large scale purchasing activities.

In making the appointment, the president shall appoint an advisory committee consisting of 5 persons, one of whom shall be the executive director, which advisory board shall submit not fewer than 3 names to the general superintendent for the appointment. The executive director shall make the appointment from nominees submitted by the Advisory Committee after giving due consideration to each nominee's executive experience and his ability to properly and effectively discharge the duties of the director of procurement and materials management.

The director of procurement and materials management may

be removed for cause by the executive director. He is entitled to a public hearing before the executive director prior to such anticipated removal. The director of procurement and materials management is entitled to counsel of his own choice. The executive director shall notify the board of trustees of the date, time, place and nature of each hearing and he shall invite the board to appear at each hearing.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.17) (from Ch. 42, par. 331.17)

Sec. 11.17. Powers of director of procurement and materials management. The director of procurement and materials management shall: (a) adopt, promulgate and from time to time revise rules and regulations for the proper conduct of his office; (b) constitute the agent of the sanitary district in contracting for labor, materials, services, or work, the purchase, lease or sale of personal property, materials, equipment or supplies in conformity with this Act; (c) open all sealed bids; (d) determine the lowest or highest responsible bidder, as the case may be; (e) enforce written specifications describing standards established pursuant to this Act; (f) operate or require such physical, chemical or other tests as may be necessary to insure conformity to such specifications with respect to quality of materials; (g) exercise or require such control as may be necessary to insure conformity to contract provisions with respect to quantity; (h) distribute or cause to be distributed, to the various requisitioning agencies of such sanitary district such supplies, materials or equipment, as may be purchased by him; (i) transfer materials, supplies, and equipment to or between the various requisitioning agencies and to trade in, sell, donate, or dispose of any materials, supplies, or equipment that may become surplus, obsolete, or unusable; except that materials, supplies, and equipment may be donated only to not-for-profit institutions; (j) control and maintain adequate inventories and inventory records of all stocks of materials, supplies and equipment of common usage contained in any central or principal storeroom, stockyard or warehouse of the sanitary district; (k) assume such related activities as may be assigned to him from time to time by the board of trustees; and (m) submit to the board of trustees an annual report describing the activities of his office. The report shall be placed upon the official records of the sanitary district or given comparable public distribution.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.18) (from Ch. 42, par. 331.18)

Sec. 11.18. The board of trustees is expressly authorized to establish a revolving fund to enable the director of procurement and materials management to purchase items of

common usage in advance of immediate need. The revolving fund shall be reimbursed from appropriations of the using agencies. No officer or employee of a sanitary district organized pursuant to this Act shall be financially interested, directly or indirectly, in any bid, purchase order, lease or contract to which such sanitary district is a party. For purposes of this Section an officer or employee of the sanitary district is deemed to have a direct financial interest in a bid, purchase order, lease or contract with the district, if the officer or employee is employed by the district and is simultaneously employed by a person or corporation that is a party to any bid, purchase order, lease or contract with the sanitary district.

Any officer or employee convicted of a violation of this section shall forfeit his office or employment and in addition shall be guilty of a Class 4 felony.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.19) (from Ch. 42, par. 331.19)

Sec. 11.19. No department, office, agency or instrumentality, officer or employee of the sanitary district, shall be empowered to execute any purchase order or contract except as expressly authorized by this Act.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.19a) (from Ch. 42, par. 331.19a)

Sec. 11.19a. Purchases made pursuant to this Act shall be made in compliance with the "Local Government Prompt Payment Act", approved by the Eighty-fourth General Assembly.
(Source: P.A. 84-731.)

(70 ILCS 2605/11.20) (from Ch. 42, par. 331.20)

Sec. 11.20. There shall be a board of standardization, composed of the director of procurement and materials management of the sanitary district who shall be chairman, and 4 other members who shall be appointed by the president of the board of trustees of the sanitary district. The members shall be responsible heads of a major office or department of the sanitary district and shall receive no compensation for their services on the board. The board shall meet at least once each 3 calendar months upon notification by the chairman at least 5 days in advance of the date announced for such meeting. Official action of the board shall require the vote of a majority of all members of the board. The chairman shall cause to be prepared a report describing the proceedings of each meeting. The report shall be transmitted to each member and

shall be made available to the president and board of trustees of such sanitary district within 5 days subsequent to the date of the meeting and all such reports shall be open to public inspection, excluding Sundays and legal holidays.

The board of standardization shall: (a) classify the requirements of the sanitary district, including the departments, offices and other boards thereof, with respect to supplies, materials and equipment; (b) adopt as standards, the smallest numbers of the various qualities, sizes and varieties of such supplies, materials and equipment as may be consistent with the efficient operation of the sanitary district; and (c) prepare, adopt, promulgate, and from time to time revise, written specifications describing such standards.

Specifications describing in detail the physical, chemical and other characteristics of supplies, material or equipment to be acquired by purchase order or contract shall be prepared by the board of standardization. However, all specifications pertaining to the construction, alteration, rehabilitation or repair of any real property of such sanitary district shall be prepared by the engineering agency engaged in the design of such construction, alteration, rehabilitation or repair, prior to approval by the director of procurement and materials management. The specification shall form a part of the purchase order or contract, and the performance of all such contracts shall be supervised by the engineering agency designated in the contracts.

In the preparation or revision of standard specifications the board of standardization shall solicit the advice, assistance and cooperation of the several requisitioning agencies and shall be empowered to consult such public or non-public laboratory or technical services as may be deemed expedient. After adoption, each standard specification shall, until rescinded, apply alike in terms and effect to every purchase order or contract for the purchase of any commodity, material, supply or equipment. The specifications shall be made available to the public upon request.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.21) (from Ch. 42, par. 331.21)

Sec. 11.21. Official ordinances authorized by this Act shall be adopted by formal action of the board of trustees of the sanitary district and shall be published for the information of the public.

(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.22) (from Ch. 42, par. 331.22)

Sec. 11.22. Any purchase order or contract executed in violation of this Act shall be null and void. Public funds which have been expended thereon, may be recovered in the name of the sanitary district in any court of competent

jurisdiction.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.23) (from Ch. 42, par. 331.23)
Sec. 11.23. The comptroller of the sanitary district shall conduct audits of all expenditures incident to all purchase orders and contracts awarded by the director of procurement and materials management. The comptroller shall report the results of such audits to the president and board of trustees.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.24) (from Ch. 42, par. 331.24)
Sec. 11.24. (a) A person or business entity shall be disqualified from doing business with The Metropolitan Sanitary District of Greater Chicago for a period of 5 years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity:

1. has been convicted of an act of bribery or

attempting to bribe an officer or employee of the federal government or of a unit of any state or local government or school district in that officer's or employee's official capacity; or
2. has been convicted of an act of bid-rigging or

attempting to rig bids as defined in the Federal Sherman Anti-Trust Act and Clayton Act; or
3. has been convicted of bid-rigging or attempting

to rig bids under the laws of the State of Illinois or any other state; or
4. has been convicted of an act of price-fixing or

attempting to fix prices as defined by the Federal Sherman Anti-Trust Act and Clayton Act; or
5. has been convicted of price-fixing or attempting

to fix prices under the laws of the State of Illinois or any other state; or
6. has been convicted of defrauding or attempting to

defraud the Federal government or a unit of any state or local government or school district; or
7. has made an admission of guilt of such conduct as

set forth in subsections 1 through 6 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; or

8. has entered a plea of nolo contendere to charges

of bribery, price-fixing, bid-rigging, or fraud as set forth in subsections 1 through 6 above.

(b) "Business entity" as used in this section means a corporation, partnership, trust, association, unincorporated business or individually owned business.

(c) A business entity shall be disqualified if the following persons are convicted of, have made an admission of guilt, or enter a plea of nolo contendere to a disqualifying act described in paragraph (a), subsections 1 through 6, regardless of whether or not the disqualifying act was committed on behalf or for the benefit of such business entity:

(1) a person owning or controlling, directly or

indirectly, 20% or more of its outstanding shares; or

(2) a member of its board of directors; or

(3) an agent, officer or employee of such business

entity.

(d) Disqualification Procedure. After bids are received, whether in response to a solicitation for bids or public advertising for bids, if it shall come to the attention of the director of procurement and materials management that a bidder has been convicted, made an admission of guilt, a plea of nolo contendere, or otherwise falls within one or more of the categories set forth in paragraphs (a), (b) or (c) of this Section, the director of procurement and materials management shall notify the bidder by certified mail, return receipt requested, that such bidder is disqualified from doing business with the Sanitary District. The notice shall specify the reasons for disqualification.

(e) Review Board. A review board consisting of 3 individuals shall be appointed by the Executive Director of the Sanitary District. The board shall select a chairman from its own members. A majority of the members shall constitute a quorum and all matters coming before the board shall be determined by a majority. All members of the review board shall serve without compensation, but shall be reimbursed actual expenses.

(f) Review. The director of procurement and materials management's determination of disqualification shall be final as of the date of the notice of disqualification unless, within 10 calendar days thereafter, the disqualified bidder files with the director of procurement and materials management a notice of appeal. The notice of appeal shall specify the exceptions to the director of procurement and materials management's determination and shall include a request for a hearing, if one is desired. Upon receipt of the notice of appeal, the director of procurement and materials management shall provide a copy to each member of the review board. If the notice does not contain a request for a hearing, the director of procurement and materials management may request one within 5 days after receipt of the notice of appeal. If a hearing is not requested, the review board may,

but need not, hold a hearing.

If a hearing is not requested, the review board, unless it decides to hold a hearing, shall review the notice of disqualification, the notice of appeal and any other supporting documents which may be filed by either party. Within 15 days after the notice of appeal is filed, the review board shall either affirm or reverse the director of procurement and materials management's determination of disqualification and shall transmit a copy to each party by certified mail, return receipt requested.

If there is a hearing, the hearing shall commence within 15 days after the filing of the notice of appeal. A notice of hearing shall be transmitted to the director of procurement and materials management and the disqualified bidder not later than 12 calendar days prior to the hearing date, by certified mail, return receipt requested.

Evidence shall be limited to the factual issues involved. Either party may present evidence and persons with relevant information may testify, under oath, before a certified reporter. Strict rules of evidence shall not apply to the proceedings, but the review board shall strive to elicit the facts fully and in credible form. The disqualified bidder may be represented by an attorney.

Within 10 calendar days after the conclusion of the hearing, the review board shall make a finding as to whether or not the reasons given in the director of procurement and materials management's notice of disqualification apply to the bidder, and an appropriate order shall be entered. A copy of the order shall be transmitted to the director of procurement and materials management and the bidder by certified mail, return receipt requested.

(g) All final decisions of the review board shall be subject to review under the Administrative Review Law.

(h) Notwithstanding any other provision of this section to the contrary, the Sanitary District may do business with any person or business entity when it is determined by the director of procurement and materials management to be in the best interest of the Sanitary District, such as, but not limited to contracts for materials or services economically procurable only from a single source.

(Source: P.A. 95-923, eff. 1-1-09.)

EXHIBIT 3
MWRDGC's MULTI-PROJECT LABOR AGREEMENT (COOK COUNTY)
WITH CERTIFICATE OF COMPLIANCE

EXHIBIT 4
AFFIRMATIVE ACTION ORDINANCE, REVISED APPENDIX D

EXHIBIT 5
MBE/WBE/SBE UTILIZATION PLAN AND MBE/WBE/SBE
SUBCONTRACTOR'S LETTER

EXHIBIT 6
VETERAN'S BUSINESS ENTERPRISE CONTRACTING POLICY
REQUIREMENTS APPENDIX V

APPENDIX V

VETERAN-OWNED BUSINESS ENTERPRISE CONTRACTING POLICY REQUIREMENTS

Section 1. Purpose

The purpose of this policy is to increase contracting opportunities with the Metropolitan Water Reclamation District of Greater Chicago for veteran-owned and operated small business enterprises.

Section 2. Definitions

- (a) “Eligible Veteran” means an individual who has been a member of the armed forces of the United States and served for a total of at least six months, or for the duration of hostilities regardless of the length of engagement; and
- a. was discharged on the basis of hardship; or
 - b. was released from active duty because of a service connected disability; or
 - c. was discharged under honorable conditions

Former members of the military with the following type of discharges are excluded from the District’s Veteran-owned Business Enterprise Contracting Policy:

- a. dishonorably discharged; or
 - b. bad conduct discharge; or
 - c. general discharge under other-than-honorable conditions
- (b) “Good Faith Efforts” means those honest, fair and commercially reasonable actions undertaken by a construction contractor or professional services consultant to meet the VBE goal, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Policy’s goals.
- (c) “Participating Business” means a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois or Lake County in the State of Indiana which has the majority of its regular full-time work force located in this region and/or a business which has been placed on the District’s vendor list and/or has bid or sought District contract(s) for construction or professional services work.
- (d) “Small Business Enterprise” (SBE) in this Appendix has the meaning consistent with Appendix D for construction contracts or Appendix A for professional services contracts, as applicable.

- (e) “Veteran-owned Business Enterprise” (VBE) means both a small business enterprise and participating business, including a sole proprietorship, partnership, corporation, limited liability company, joint venture or any other business or professional entity which is at least fifty-one (51%) directly and unconditionally owned by one or more eligible veterans, or, in the case of a publicly held corporation, at least fifty-one (51%) of the stock which is owned by one or more eligible veterans, and whose control and management of the business including long-term goals for the company as well as day-to-day operations are controlled by one or more eligible veterans.

Section 3. Certification Eligibility

- (a) Only a firm owned by an Eligible Veteran(s) may be certified as a VBE.
 - (i) Ownership by one or more Eligible Veterans must be direct ownership.
 - (ii) A business or professional enterprise owned principally by another business entity that is in turn owned and controlled by one or more veterans would not qualify.
- (b) Only a firm that is managed and controlled by an Eligible Veteran(s) may be certified as a VBE.
- (c) For the purposes of this policy, there is no distinction between service-disabled (SDVBE) and non-service disabled veteran-owned businesses.

Section 4. Contract Goals

- (a) The standard participation goal for VBEs is three-percent (3%), unless otherwise specified in the Invitation to Bid. The participation goals are applicable to District contracts where the estimated total expenditure is in excess of \$100,000.00, or in a lesser amount as authorized by the Board of Commissioners.
- (b) VBE goals are separate from the Minority Business Enterprise (MBE), Women’s Business Enterprise (WBE), and Small Business Enterprise (SBE) goals.
- (c) VBE contract goals will only be applied to a contract when there are at least two (2) qualified VBE contractors or professional services consultants registered on the District’s vendor list to perform the anticipated subcontracting functions of the contract.
- (d) VBE goals are separate from Minority-owned Business Enterprise (MBE), Women-owned Business Enterprise (WBE) and Small Business Enterprise (SBE) goals. An Eligible Veteran who is also an MBE, WBE, or SBE may be dual-utilized to fulfill both goals. However, the three-percent (3%) VBE goal must be accomplished in addition to the M/W/SBE goals set forth in a contract.

Section 5. Good Faith Efforts

The Contractor must undertake “**Good Faith Efforts**” to ensure that qualified VBE firms are utilized in the performance of the contract and provide maximum opportunities for VBE participation, notwithstanding the fact that the Contractor may have the capability to complete the project without the use of subcontractors.

Section 6. VBE Commitment Form Submission

Complete the **VBE COMMITMENT FORM**.

- (a) Provide the names, contact information and qualifications for the prospective VBE firms that you plan to use. Delineate the various anticipated categories and/or disciplines of work/services to be provided by VBE firms.
- (b) Summarize Contractor’s or Consultant’s commitment to comply with the VBE goals regarding this project.
- (c) Where a Contractor or Consultant is a business owned and controlled by a VBE or where the Contractor or Consultant utilizes a VBE in a joint venture or as a subcontractor, a Contractor or Consultant may count toward the achievement of its VBE goals the utilization of any VBE that also satisfies the definition of a SBE, as set forth in the Revised Appendix D or Appendix A, as applicable to construction or professional services contracts.

Section 7. Effective Date

This policy is effective on January 1, 2019, and applies only to qualifying contracts advertised after the effective date.

RDB/MTC/PJS/ps

Adopted by Order of the Board November 15, 2018

EXHIBIT 7
VBE COMMITMENT FORM

VBE COMMITMENT FORM

1. Name of VBE:

Identify MBE, WBE, SBE Status: _____ **Address:**

City, State, Zip Code:

Contact Person: _____ **Telephone Number:**

eMail Address:

Dollar Amount of Participation: \$ _____ **Percent of Participation:** _____ %

Scope of Work:

2. Name of VBE:

Identify MBE, WBE, SBE Status: _____ **Address:**

City, State Zip Code:

Contact Person: _____ **Telephone Number:**

eMail Address:

Dollar Amount of Participation: \$ _____ **Percent of Participation:** _____ %

Scope of Work:

3. Name of VBE:

Identify MBE, WBE, SBE Status: _____ **Address:**

City, State Zip Code:

Contact Person: _____ **Telephone Number:**

eMail Address:

Dollar Amount of Participation: \$ _____ **Percent of Participation:** _____ %

Scope of Work:

4. Name of VBE:

Identify MBE, WBE, SBE Status: _____ **Address:**

City, State, Zip Code:

Contact Person: _____ **Telephone Number:**

eMail Address:

Dollar Amount of Participation: \$ _____ **Percent of Participation:** _____ %

Scope of Work:

Attach a copy of qualifications for each VBE firm

EXHIBIT 8
AFFIRMATIVE ACTION STATUS REPORT

EXHIBIT 9
OPERATION AND MAINTENANCE PLAN

(to be provided by the City)



To: Mayor Dolick and Members of the City Council

From: Joe Wade, City Administrator

Subject: Engineering Services Agreement Willow Road/ Owens Street Improvements

Background

For several years, the City of Prospect Heights has worked in partnership with the Metropolitan Water and Reclamation District and Cook County Department of Transportation on a flood control project at Willow Road, between Hillcrest Lake and the Slough. During this period, conceptual project engineering was completed, neighborhood and ad hoc Willow Road Committee meetings were held to review the proposal, necessary compensatory storm water sites were secured and other prerequisite work was completed. Throughout this project, the City has relied on the knowledge and expertise of the City's engineering firm, Gewalt Hamilton, for professional services. The company is deeply knowledgeable about the project and has first-hand understanding of community sensitivity to the hydrology of Hillcrest Lake, the Slough and second order effects of displaced storm water.

Gewalt Hamilton was selected as the City's engineering firm through a quality based selection process and has overseen multiple capital improvement projects such as: street resurfacing; sidewalk design and installation, storm water management improvements; and, the review of private sector development efforts.

Analysis

The Willow Road Intergovernmental Agreement, by and between the City, MWRD and Cook County DOT assigns the responsibility of design and construction engineering to the City of Prospect Heights. Because the City has selected Gewalt Hamilton as the City's engineering services provider through a quality based selection process, both agencies are comfortable with the firm providing design engineering work for the Willow Road Flood Control Improvement.

Gewalt Hamilton has submitted a proposed agreement for an estimated fee of \$205,000. Attention is referred to the attached agreement for an understanding of the project's scope of work.

Recommendation

This project involves complexity. Through the years and prerequisite work leading to the formalization of this project, Gewalt Hamilton has represented the City in many aspects of the improvement. The company is very familiar with this project. In light of their project familiarity and performance as the City's engineering services provider, staff recommends the approval of this agreement, to enlist Gewalt Hamilton as design engineer for the Willow Road Flood Control Project, at an estimated cost of \$205,000.

September 27, 2022

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Mr. Joe Wade
City Administrator

City of Prospect Heights
8 N. Elmhurst Road
Prospect Heights, IL 60070
jwade@prospect-heights.org

Re: **Proposal for Design Engineering Services**
Willow Road/Owens Court Improvements
GHA Proposal No. 2022.M051

Dear Mr. Wade:

Gewalt Hamilton Associates, Inc., (GHA) is pleased to submit our proposal to assist the City of Prospect Heights (the City) with design services for the Willow Road & Owens Court roadway improvements project.

Scope of Services

Over the past several years the City has had discussions with the MWRD and with the Cook County Department of Transportation regarding improvements that would raise the elevation of Willow Road and Owen Court to prevent flooding and closure. Significant rainfall events typically close these streets, creating traffic access and circulation difficulties, as well as fire and police emergency service challenges.

The floodplain fill created by these roadway improvements will require compensatory storage, which is planned for parcels along McDonald Creek owned by the Prospect Heights Park District and Our Redeemer Lutheran Church. The City has coordinated with the Park District and the Church for grading of the proposed compensatory storage areas. It is anticipated that both agencies will allow for this work to take place, and design of underground detention within the right-of-way will not be required.

The City plans to enter into an intergovernmental agreement with the MWRD and CCDOTH for the funding of the project. After this agreement is executed by all agencies, the City will assume the responsibility for the design engineering of the improvements and management of the construction process.

Based on our discussions regarding this project, we propose the following services:

1. Project Management & Coordination
 - GHA will oversee activities included in the scope to successfully complete the project including the topographic survey, base plan preparation, coordination and meetings

- as needed with the City of Prospect Heights, Cook County Division of Transportation and Highways (CCDOTH), the MWRD, and IDOT; preliminary and final plans, preparation of special provisions, estimates of cost, and bid documents.
- GHA will coordinate with local utility companies through the JULIE Design Stage process. Upon receipt of the utility information, the utility company data will be added to the existing drawings. As the preliminary plans are developed, they will be submitted to the respective utility companies within the project limits for the purpose of determining any potential conflicts caused by the proposed improvements.
2. Topographic Survey & Base Plan Preparation
- GHA will prepare a complete existing conditions topographic survey for the roadway improvements and compensatory storage areas as described above. This work will be performed according to the IDOT standards for Design Surveys. The topography will extend along the proposed storm sewer alignment a distance of approximately 40' on each side.
 - Our topographic survey will include the following tasks:
 - Include the location, size and inverts of all visible drainage structures, cross culverts, drive and street culvert structures with flow directions.
 - Identify all visible/substantial site improvements including pavement, pavement markings, driveways, fences, walls, buildings, sidewalks, traffic signals, etc.
 - Identify the location and size of existing vegetation and landscaping elements.
 - Identify the visible utilities, sanitary and storm manholes, catch basins, inlets and water valves (Design JULIE) in the project area.
 - GHA will establish alignment and stationing of roadways based on record information and field surveys and develop alignment and stationing for intersecting streets.
3. Wetland Delineation & Report
- The National Wetland Inventory identifies existing wetlands adjacent to Willow Road and Owen Court, as well as along McDonald Creek in the compensatory storage area. GHA will complete a wetland delineation during the growing season (typically May 15-October 1, weather dependent) in accordance with USACE manual requirements. The delineation will be based on our on-site investigation and will include analysis and documentation of the existing vegetation, hydrology, and soil. Flagging of WOUS and/or wetland boundaries will be completed at approximately 15-foot intervals.
 - GHA will prepare a Wetland Determination Report meeting USACE Nationwide Permit requirements. GHA will submit a hard copy and an electronic copy of the report to the Client and advise Client of future permits that may be needed for development of the property.
 - GHA will complete an IDNR EcoCat submittal and USFWS T&E species consultation.
4. Stormwater Modeling
- GHA will complete additional stormwater modeling to meet project permit

requirements and to address concerns expressed by the Cook County Division of Transportation & Highways regarding potential upstream impacts. HEC-RAS unsteady modeling will show both upstream and downstream profile conditions.

- Existing & Proposed profiles will be prepared for the following scenarios as requested by the CCDOTH:
 - 100-year with culverts 25% blocked. The current model run sent to IDNR for permitting only had 5 of the 6 culverts included, as 5 was adequate for a 'no increase' with project condition. This model run may need to bring the 6th culvert back into the model. GHA will investigate a box culvert or multiple box culvert as a cost alternative, as this configuration would be easier to maintain and provide better constructability, with potentially a lower height profile than the 5' diameter round pipe.
 - 100-yr run with the edge of the pavement at 650.9 (100-yr FIS). This would make the road crown at approx. 651.1. GHA may recommend that the road project be lowered to this height or similar from the 653 proposed to a road crown of 651.1 or similar. This will reduce the comp storage footprint as well as provide a reasonable increase for flood impact betterment
 - 500-yr run with road profile lowered to the new recommended height
 - 50-yr run with the new recommended road profile height
- GHA will compile the results in an existing vs. proposed results table and submit to CCDOTH for review.

5. Design Phase – Preliminary and Final Plans, Specifications, & Estimate

- GHA will prepare preliminary engineering plans for the project and submit to the City for review. Upon completion of preliminary plans GHA will prepare a preliminary engineer's opinion of probable construction cost and initiate coordination with utility agencies regarding any required utility relocation.
- Final Engineering Plans will include a title sheet, general notes, summary of quantities, existing conditions/demolition sheets, plan and profile sheets, erosion control and restoration sheets, and details for construction. The plans will be prepared in accordance with IDOT and City design criteria.
- GHA will prepare final bid documents for the project, to include a special provisions booklet and a detailed engineer's opinion of probable construction cost.
- GHA will prepare a Special Provisions booklet for the overall project in accordance with City procedures and design criteria.
- GHA will prepare a detailed engineer's opinion of probable construction cost based upon the completed final engineering plans.
- GHA will assist the City with coordination of the project letting and assist the City with reviewing bid tabulations and making a recommendation for award.

6. Permitting & Easement Coordination

- Watershed Management Ordinance Permit- GHA will coordinate with the MWRD to secure a WMO permit for the applicable portions of the project and provide updates to MWRD staff as needed for the funding requirements of the project.

- Cook County DOTH – The project includes work within the Willow Road. GHA will coordinate with and submit the appropriate permit documents to CCDOTH.
- Illinois Department of Natural Resources (IDNR) – A permit will be required for any work within the floodplain where the tributary area exceeds one square mile. This will apply to the compensatory storage area upstream along McDonald Creek. GHA will prepare and submit the appropriate permit documentation to IDNR and respond to any comments received.
- US Army Corps of Engineers Permit – GHA will prepare and submit permit applications for a US Army Corps wetland permit for any wetland impacts resulting from the proposed roadway and grading improvements.
- NPDES Permit- Based on the preliminary plan documents developed to date the disturbed area is anticipated to be greater than one acre. If development of final engineering plans results in a disturbed area exceeding one acre, GHA will prepare a SWPPP and submit an NOI to the IEPA.
- Easement Coordination – GHA and City staff have coordinated with Our Redeemer Lutheran Church and with the Prospect Heights Park District regarding provision of compensatory storage on their respective properties, assisting with securing a letter of intent for each property. As the project progress GHA will prepare final easement documents for signature to allow for this work on private property.

Compensation for Services

For the above noted services, GHA proposes to complete the work on a time-and-material (T&M) basis in accordance with the attached GHA Hourly Rates. For budgeting purposes, we provide the following cost estimate:

<u>Services</u>	<u>Estimated Fee</u>
Project Management & Coordination	\$12,000.00
Topographic Survey & Base Plan Preparation	\$34,000.00
Wetland Delineation & Report	\$9,000.00
Stormwater Modeling	\$20,000.00
Preliminary Engineering	\$42,000.00
Final Plans, Specifications, & Estimate (PS&E)	\$62,000.00
Permitting & Easement Coordination	\$24,000.00
Reimbursable Expenses	\$2,000.00
Total Estimated Fee	\$205,000.00

Reimbursable expenses, including items such as printing, messenger service, mileage, etc., will be billed direct to the City of Prospect Heights without markup. We anticipate that reimbursable expenses will be less than \$2,000.00 for this project. Invoices will be submitted on a monthly basis and will detail services performed.

General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

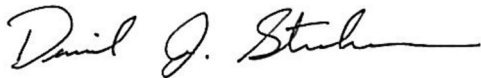
The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

By signing below you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.

Submitted By:



Daniel J. Strahan, P.E., CFM
Senior Engineer

City of Prospect Heights

Accepted By:

Name: _____

Title: _____

Date: _____

Encl.: Attachment A
GHA Hourly Rates

**ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT**

1. Standard of Care. The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonably performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and the place where the services are provided. GHA will use reasonable care to comply with applicable codes and laws in effect at the time its services are provided.

2. Duration of Proposal. The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

3. Client Information. Client shall provide GHA with all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultants, contractors and subcontractors, without independently verifying that information.

4. Payment. Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days of the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification by GHA of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of this Agreement due to Client's breach. The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of the project.

5. Instruments of Service. The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made, any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims and damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with of the services of Client's other design professionals.

6. Electronic Files. The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

7. Applicable Codes. The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completes its instruments of service.

8. Utilities and Soils. When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from utility conflicts, mistaken utility locates, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

9. Opinion of Probable Construction Costs. GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs.

10. Contractor's Work. Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent, then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

11. Contractor Submittals. Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

12. Hazardous Materials. Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

13. Record Drawings. If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

14. Disputes. Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to \$50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA's liability to Client shall be limited to twelve months from the last invoice submitted to Client by GHA, regardless of payment by Client. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights and claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

15. Miscellaneous. Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.

GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE:
2022-23

The following rates will remain in effect until April 30, 2023, at which time they are subject to an annual increase:

PRINCIPAL	\$ 193.00
CIVIL ENGINEER VI	\$ 180.00
CIVIL ENGINEER V	\$ 167.00
CIVIL ENGINEER IV	\$ 160.00
CIVIL ENGINEER III	\$ 150.00
CIVIL ENGINEER II	\$ 145.00
CIVIL ENGINEER I	\$ 132.00
LAND SURVEYOR IV	\$ 150.00
LAND SURVEYOR III	\$ 140.00
LAND SURVEYOR II	\$ 134.00
LAND SURVEYOR I	\$ 126.00
GIS PROFESSIONAL III	\$ 150.00
GIS PROFESSIONAL II	\$ 139.00
GIS PROFESSIONAL I	\$ 132.00
ENVIRONMENTAL CONS. II	\$ 143.00
ENVIRONMENTAL CONS. I	\$ 132.00
ENGINEERING TECHNICIAN V	\$ 161.00
ENGINEERING TECHNICIAN IV	\$ 139.00
ENGINEERING TECHNICIAN III	\$ 129.00
ENGINEERING TECHNICIAN II	\$ 113.00
ENGINEERING TECHNICIAN I	\$ 84.00
ADMINISTRATIVE I	\$ 69.00

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.

RESOLUTION NO. R-22-34

RESOLUTION AUTHORIZING A CIVIL ENGINEERING SERVICES AGREEMENT WITH GEWALT HAMILTON ASSOCIATES, INC., FOR DESIGN ENGINEERING SERVICES FOR WILLOW ROAD/OWENS COURT IMPROVEMENTS

Whereas, the City of Prospect Heights has been working with the (MWRD) Metropolitan Water Reclamation District and Cook County regarding improvements that would raise the elevation of Willow Road and Owen Court to prevent flooding and closure, and;

Whereas, the City is entering into an intergovernmental agreement with the MWRD and Cook County for the funding of the project and the City will assume the responsibility for the design engineering of the improvements and management of the construction process, and;

Whereas, Gewalt Hamilton Associates has submitted to the City a scope of services for the design engineering services of the Willow Road/Owen Court improvements for an estimated cost of \$205,000.

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

Section 1: That the Proposal for Design Engineering Services for the Willow Road/Owen Court improvements is approved and accepted.

Section 2: The City Administrator is authorized to take all necessary steps to implement this resolution.

Section 3: This resolution shall be in full force and effect from and after its passage and approval as required by law.

Passed and Approved this 10th day of October, 2022

Matthew Dolick, Acting Mayor

Attest:

Deputy Clerk Schultheis

Ayes: _____

Nays: _____

Absent: _____



October 10, 2022

To: Honorable Acting Mayor Matthew Dolick and Members of the City Council

From: Cheri Graefen, Finance Director

Subject: Request for authorization to approve Inter-Fund Transfers from General Fund Reserves

Background:

In June, 2022, Cook County Treasurer's office advised that the 2021 2nd installment tax bills would be mailed late, in December 2022, instead of August 2022 as has been historically the bill date. As a result of the delayed mailing, the tax distributions to municipalities would likewise be delayed until January, 2023.

Analysis:

The City's relies on these tax distributions in order to make the legally required debt service payments due in December, 2022. Since the tax receipts will not be available until January, 2023, funds do not have cash reserves for the required payments on their due date.

Staff has evaluated various options for short term funding for debt service payments due in December, 2022. As the delay in tax receipts is approximately 60 days after the due date for debt service payments, in inter-fund borrowing from the General Fund to the Debt Service funds is the most cost-effective and efficient means to cover the payments.

In addition, Staff has evaluated the budgeted fund balance in the General Fund for FY22-23 noting that all required reserves have been established and reserved accordingly. Therefore, the City has adequate funds to make such transfers.

Recommendation:

Staff recommends the City Council approve authorizing the City Administrator to direct inter-fund transfers as follows:

November, 2022: \$1,346,000 from General Fund to the Debt Service Funds
(\$1,150,000-Road Construction Debt Fund and \$196,000 SSA #6 Debt Fund) to cover Debt Service requirements due in December, 2022.

Upon receipt of 2021 2nd installment tax distributions (expected 1st Quarter, 2023):
\$1,346,000 from Debt Service Funds (\$1,500,000-Road Construction Debt Fund and \$196,000 SSA #6 Debt Fund) to General Fund to reimburse the November transfer.

Resolution No. R-22-35

Providing for City Council Direction and Authorization for Inter Fund Transfers

Whereas, the City Council of the City of Prospect Heights has acknowledged 2nd installments for 2021 Cook County Property Tax distributions to municipalities will be delayed due to the County's lateness in mailing the applicable tax bill to residents; and

Whereas, the County has communicated that tax distributions to municipalities will likewise be delayed by at least 6 months (originally due to be received by the City in August, 2022); and

Whereas, the City Council has examined the requirements of upcoming Debt Service payments due in December, 2022 and found current cash reserves to be insufficient to cover the required payments; and

Whereas, the City Council has determined interfund transfers totaling \$1,346,000 from the General Fund to the Debt Service Reserve Funds (\$1,150,000-Road Construction Debt Fund and \$196,000 SSA#6 Debt Fund) are necessary to cover Debt Service requirements due in December, 2022 and represents strategic financial management of the City of Prospect Heights; and

Now, Therefore, Be It Resolved by the Mayor and City Council of the City of Prospect Heights, County Cook, State of Illinois, the City Council authorizes and directs the City Administrator to:

- Transfer \$1,346,000 from General Fund cash reserves to the Debt Service Funds to be used for the payment of Debt Service in December, 2022.
- Upon the City's receipt of 2021 property taxes in the Debt Service Funds, transfer \$1,346,000 to the General Fund as repayment for the advance noted above.

Passed and Approved this 10th day of October 2022.

Matthew Dolick, Acting Mayor

Attest:

City Clerk

Ayes: _____

Nays: _____

Absent: _____



Prospect Heights Police Department

City of Prospect Heights

14 East Camp McDonald Road, Prospect Heights Illinois, 60070

Office: 847/398-5511 FAX: 847/398-6080

www.prospect-heights.il.us

MEMORANDUM

Date: September 22, 2022

To: Joe Wade, City Administrator

From: William Caponigro Chief of Police

Subject: **POLICE VEHICLES – ACQUISITION APPROVAL FROM CITY COUNCIL**

Our 2022-2023 fiscal budget allows provisions for the replacement of one police vehicle/ A replacement process has been part of an internal capital plan which has been in place for the previous years. The plan calls for the procurement of two new squads to replace aged and high mileage squad cars every fiscal year. For the budget year 2022-2023, I am requesting to only purchase one new squad car with funds coming out of the DEA seizure fund instead of the Capital plan.

Vehicle: 2023 Dodge Durango Utility vehicle. All Wheel Drive, Gas fueled. Cost \$38,351

Replaces squad 612, a 2013 Ford Taurus Sedan Vehicle (unmarked) with 66,372 miles. The Ford Taurus is currently one of two unmarked vehicles assigned to the PHPD Investigations Unit.

The former 612 will be given to City Hall to replace any such high mileage vehicle of their choosing. A Declaration of Surplus will be requested, for the sale of said vehicle at a public auction.

I am requesting a bid waiver for this purchase. We will be purchasing the vehicle through the *McHenry County Purchasing Department Cooperative* which has obtained pricing from Sunnyside Chrysler Dodge Jeep Ram Mopar.

The vehicle conversion will take place with our current vendor, MPC of Glenview. I am engaged in ongoing meetings with MPC and our staff to determine the equipment requirements for the new vehicles. The police markings will be put on the vehicle by our current vendor, Suburban Accents of Rolling Meadows. Funding for the conversions are budgeted.

Resolution R-22-36
A Resolution Authorizing Approval of Police Squad Vehicle, 2023 Dodge Durango, Purchase Through McHenry County Purchasing Cooperative, From Sunnyside Chrysler Dodge Ram Mopar

WHEREAS, the City of Prospect Heights solicited bids for one police vehicle; and

WHEREAS, the City Council of the City of Prospect Heights finds that the lowest responsible bidder to the City's request for bids on one police vehicle is Sunnyside Chrysler Dodge Jeep Ram Mopar at a cost not to exceed \$38,351; and

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

Section One: That the agreement (attached hereto as Exhibit A) with Sunnyside for one police vehicle is hereby approved and accepted.

Section Two: That the City Administrator, 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 10th Day of October 2022

Matthew Dolick, Acting Mayor

ATTEST:

City Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Exhibit A

Contract with _____



2023 Dodge Durango

(POLICE PURSUIT VEHICLE)

McHenry County Purchasing Department Cooperative

Sunnyside Chrysler Dodge Jeep Ram Mopar

4810 W Elm St Route 120

McHenry, Illinois 60050



United States 2023
DODGE CHARGER (PPV) POLICE PURSUIT VEHICLE

MODEL	CODE	BASE VEHICLE PRICE*	
CHARGER POLICE AWD	LDEE48/29A	\$34,585.00	
Plus or Minus from Base vehicle above \$			
CHARGER POLICE RWD	LDDE48/26A	\$35,137.00	
*PRICE INCLUDES - BASE PRICE, ENGINE/TRANSMISSION QUICK ORDER PACKAGE, AS WELL AS ANY AND ALL STANADARD EQUIPMENT, 4SETS OF KEYS/FOBS, AND DELIVERY.			
- MODEL CODE DESCRIPTION		CODE	
CHARGER POLICE RWD		LDDE48	
POWERTRAIN AVAILABILITY			
ENGINE	TRANSMISSION	26A	
5.7L V8 HEMI MDS VVT ENGINE (EZH)	8-SPD AUTO 8HP70 TRANSMISSION (DFK)		
- MODEL CODE DESCRIPTION			
CHARGER POLICE AWD		LDEE48	
POWERTRAIN AVAILABILITY			
ENGINE	TRANSMISSION	29A	
3.6L V6 24V VVT ENGINE (ERB)	8-SPD AUTO 850RE TRANS (MAKE) (DFT)		
- \$ OPTIONS (IF DESIRED)			
DESCRIPTION		2_A	\$PRICE
18" WHEEL COVERS INCLUDED W/AEB		W8A	\$ 40.00
245/55R18 BSW PERFORMANCE TIRES		TYL	\$ 180.00
DELETE BADGE <i>Deletes Charger Badge</i> (N/C)		MSY	N/C
FLOOR CARPET INCLUDED W/AEB N/A W/CK9		CKD	\$ 125.00
FRONT LICENSE PLATE BRACKET (N/C)		MDA	N/C
FRONT READING/MAP LAMPS INCLUDED W/AEB		LBG	\$ 77.00
FULL LENGTH FLOOR CONSOLE INCLUDED W/AEB		CUF	\$ 297.00
LED SPOT LAMPS M/H LNF		LNK	\$ 136.00
REAR SHELF SILENCER INSULATION INCLUDED W/AEB		HGC	\$ 40.00
FLEET ONLY			
130 MPH MAXIMUM SPEED CALIBRATION (N/C)		JJ5	N/C
ADDITIONAL NON-KEY ALIKE FOBS N/A W/GXA; N/A W/GXE; N/A W/GXF; N/A W/GXG <i>Includes 6 key fobs</i>		GXQ	N/C - Included
BLACK LEFT SPOT LAMP		LNF	\$ 211.00
CONVENIENCE GROUP I		AHM	\$ 485.00
DEACTIVATE REAR DOORS/WINDOWS		CW6	\$ 77.00
DELETE CARPET M/H AEB (N/C)		CK9	N/C
DELETE SPARE TIRE <i>Includes Tire Service Kit</i> CREDIT		TBF	\$ (90.00)
DOOR/WINDOW ACTIVATION KIT		CW7	\$ 103.00
DRIVE SIDE BALLISTIC DOOR PANEL		XDV	\$ 2,371.00
ENTIRE FLEET ALIKE KEY (FREQ 1)		GXF	\$ 145.00

ENTIRE FLEET ALIKE KEY (FREQ 2)	GXA	\$	145.00
ENTIRE FLEET ALIKE KEY (FREQ 3)	GXE	\$	145.00
ENTIRE FLEET ALIKE KEY (FREQ 4)	GXG	\$	145.00
EQUIPMENT MOUNTING BRACKET N/A W/AEB; N/A W/CUF; N/A W/CUG	XFX	\$	103.00
FLEET SAFETY GROUP	AWC	\$	356.00
FULL SPARE TIRE RELOCATION BRACKET M/H TBW; N/A W/TBF	TBH	\$	149.00
MATCHING RIGHT SPOT LAMP M/H LNF	LNA	\$	211.00
MAX FLOW PACKAGE	AYJ	\$	153.00
PASSENGER SIDE BALLISTIC DOOR PANEL	XDG	\$	2,371.00
PATROL PACKAGE BASE PREP ONLY 1: AYE OR AYW <i>includes package AYW content</i>	AYE	\$	2,015.00
PATROL PACKAGE WIRING PREP PACKAGE ONLY 1: AYE OR AYW	AYW	\$	1,161.00
POLICE FLOOR CONSOLE N/A W/AV2	CUG	\$	755.00
POWER HEATED MIRRORS W/MAN F/AWAY <i>Included w/AEB and w/AWC</i>	GUK	\$	63.00
REPLACE FULL CONSOLE W/MINI CONSOLE	CM8	N/C	
SECURITY ALARM	LSA	\$	149.00
STEEL SEAT BACK PANEL INSERTS	CBT	\$	136.00
STREET APPEARANCE GROUP	AEB	\$	378.00
- COLOR & TRIM CODES			
COLOR/TRIM DESCRIPTION	BLACK	\$PRICE	
HD CLOTH BUCKET & REAR BENCH (S)(N/C)	C8X9	S - N/C	
HD CLOTH BUCKET SEATS W/VINYL REAR FLEET ONLY W/2_A	X5X9	\$	121.00
MONOTONE PAINT - APA			
PRIMARY COLOR	COLOR CODE	\$PRICE	
ELECTRIC BLUE PEARL COAT <i>Hang on parts are black</i>	PB5	\$	505.00
F8 GREEN	PFQ	\$	86.00
FROSTBITE	PCA	\$	86.00
GO MANGO	PVP	\$	356.00
GRANITE PEARL COAT	PAU	\$	86.00
MICHIGAN STATE POLICE BLUE <i>Hang on parts are black</i>	P79	\$	505.00
MIDNIGHT BLUE PEARL COAT <i>Hang on parts are black</i>	PB8	\$	505.00
OCTANE RED PEARL COAT	PRV	\$	356.00
PITCH BLACK CLEAR COAT (N/C)	PX8	N/C	
RANGER CLEAR COAT <i>Hang on parts are black</i>	P82	\$	505.00
SINAMON STICK	PEC	\$	356.00
TORRED CLEAR COAT (N/C)	PR3	N/C	
TRIPLE NICKEL CLEAR COAT	PSE	\$	86.00
WHITE KNUCKLE CLEAR COAT <i>Bright White</i> (N/C)	PW7	N/C	

(S) STANDARD EQUIPMENT OPTION

(N/C) FCA NO COST EQUIPMENT OPTION

United States 2023
DODGE DURANGO (PPV) POLICE PURSUIT VEHICLE

DURANGO POLICE PURSUIT VEHICLE AWD (PPV)

<u>MODEL</u>	<u>CODE</u>	<u>BASE VEHICLE PRICE*</u>
DURANGO PURSUIT VEHICLE AWD	WDEE75 / 2BZ	\$38,054.00

Plus or minus from the base vehicle above \$

DURANGO PURSUIT VEHICLE AWD	WDEE75 / 22Z	\$40,660.00
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*PRICE INCLUDES - BASE PRICE, ENGINE/TRANSMISSION QUICK ORDER PACKAGE, AS WELL AS ANY AND ALL STANDARD EQUIPMENT OPTIONS, 4SETS OF KEYS/FOBS, AND DELIVERY.

ANY BID REFLECTING PRICING ON ANY NO COST OPTIONS, OR STANDARD EQUIPMENT WILL BE ELIMINATED

- MODEL CODE DESCRIPTION

DURANGO PURSUIT VEHICLE AWD	WDEE75 4 Key FOBs are Standard.
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- QUICK ORDER PACKAGE CODE DESCRIPTION

POWERTRAIN AVAILABILITY		
ENGINE	TRANSMISSION	
5.7L V8 HEMI MDS VVT ENGINE (EZH)	8-SPD AUTO 8HP70 TRANS (BUY) (DFD)	22Z FLEET ONLY
3.6L V6 24V VVT ENGINE UPG I W/ESS (ERC)	8-SPD AUTO 850RE TRANS (MAKE) (DFT)	2BZ FLEET ONLY

- \$ OPTIONS (IF DESIRED)

	2_Z	PRICES
18X8.0 PAINTED ALUMINUM WHEELS	WP1	\$351.00
4 ADDITIONAL KEY FOBS	XCS	\$103.00
BLACK LEFT LED SPOT LAMP	LNF	\$549.00
BLACK RIGHT LED SPOT LAMP M/H LNF	LNA	\$522.00
DEACTIVATE REAR DOORS/WINDOWS	CW6	\$77.00
DELETE LIFTGATE BADGE (N/C)	MT8	N/C
DOOR/WINDOW ACTIVATION KIT	CW7	\$103.00
DRIVER SIDE BALLISTIC DOOR PANEL	XDV	\$2,448.00
ENTIRE FLEET ALIKE KEY (FREQ 1)	GXF	\$145.00
ENTIRE FLEET ALIKE KEY (FREQ 2)	GXA	\$145.00
ENTIRE FLEET ALIKE KEY (FREQ 3)	GXE	\$145.00
ENTIRE FLEET ALIKE KEY (FREQ 4)	GXG	\$145.00
FLOOR CARPET	CKD	\$125.00
FRONT & REAR WIRE HARNESS	XPW	\$1,440.00
FULL LENGTH FLOOR CONSOLE N/A W/CUG	CUF	\$297.00
PASSENGER SIDE BALLISTIC DOOR PANEL M/H XDV	XDG	\$2,340.00
POLICE FLOOR CONSOLE	CUG	\$856.00
POWER LIFTGATE	JRC	\$395.00
SECURITY ALARM	LSA	\$153.00
SKID PLATE GROUP	ADL	\$297.00
TECHNOLOGY GROUP M/H XAN	ADG	\$2,412.00
UCONNECT 5 NAV W 10.1" DISPLAY (USA)	UBN	\$986.00

- COLOR & TRIM CODES

COLOR/TRIM DESCRIPTION	BLACK	PRICES
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Sunnyside Company, McHenry Illinois

CLOTH BUCKET SEATS W/ SHIFT INSERT <i>Includes Cloth Rear Seat</i>	(S)(N/C)	C5X9	S - N/C
CLOTH BUCKET SEATS W/REAR VINYL	W/2_Z	A7X9	\$121.00
MONOTONE PAINT - APA			
PRIMARY COLOR		COLOR CODE	PRICE\$
BALTIC GREY METALLIC CLEAR COAT		PAS	\$356.00
BLUE BY YOU PEARL COAT <i>HANG ON PARTS ARE BLACK W/SPECIAL POLICE PAINTS</i>		PBU	\$505.00
DB BLACK CLEAR COAT	(N/C)	PXJ	N/C
DESTROYER GREY CLEAR COAT		PDN	\$356.00
EMBER PEARL COAT		PHC	\$356.00
FLAME RED CLEAR COAT <i>HANG ON PARTS ARE BLACK W/SPECIAL POLICE PAINTS</i>		PR4	\$505.00
FROSTBITE PEARL COAT		PCA	\$356.00
MICHAGAN STATE BLUE <i>HANG ON PARTS ARE BLACK W/SPECIAL POLICE PAINTS</i>		P79	\$505.00
MIDNIGHT SKY		PCQ	\$356.00
OCTANE RED PEARL COAT		PRV	\$356.00
RANGER CLEAR COAT <i>HANG ON PARTS ARE BLACK W/SPECIAL POLICE PAINTS</i>		P82	\$505.00
SILVER METALLIC CLEAR COAT		PSE	\$356.00
WHITE KNUCKLE CLEAR COAT <i>Bright White Clear Coat</i>	(N/C)	PW7	N/C

(S) STANDARD EQUIPMENT

(N/C) FCA NO COST OPTIONS

United States 2023
RAM 1500 DS (SSV) SPECIAL SERVICE VEHICLE

MODEL		CODE	BASE VEHICLE PRICE*	
1500 SSV CREW CAB 4X4 (SSV)		DS6T98 / 26D	\$36,140.00	
*PRICE INCLUDES - BASE PRICE, ENGINE/TRANSMISSION QUICK ORDER PACKAGE, AS WELL AS ALL STANADARD EQUIPMENT, 4 SETS OF KEYS/FOBS, AND DELIVERY.				
ANY BID REFLECTING PRICING ON ANY NO COST OPTIONS, OR STANDARD EQUIPMENT WILL BE ELIMINATED				
SELECT - MODEL CODE DESCRIPTION				
1500 SSV CREW CAB 4X4			DS6T98	
POWERTRAIN AVAILABILITY				
ENGINE	TRANSMISSION		26D	
5.7L V8 HEMI MDS VVT	8-SPD AUTO 8HP70 TRANS (BUY-US) (DFK)		FLEET ONLY	
SELECT - \$ OPTIONS (IF DESIRED)				
DESCRIPTION			2_D	\$PRICE
3.92 REAR AXLE RATIO			DMH	\$88.00
32 GALLON FUEL TANK			NFX	\$409.00
ANTI-SPIN DIFFERENTIAL REAR AXLE			DSA	\$456.00
CHROME APPEARANCE GROUP			AED	\$640.00
DELETE SPRAY IN BEDLINER (CREDIT)			XM9	-\$184.00
ENGINE BLOCK HEATER			NHK	\$88.00
FRONT LICENSE PLATE BRACKET (N/C)			MDA	N/C
FULL SPEED FORWARD COLLISION WARN PLUS			LSU	\$419.00
LOCKING LUG NUTS			XJC	\$56.00
LT265/70R17E BSW A/T TIRES			TTB	\$231.00
POWER ADJUSTABLE PEDALS			XAP	\$128.00
SIRIUSXM GUARDIAN- INCLUDED TRIAL(B)			RT1	\$272.00
TRAILER BRAKE CONTROL			XHC	\$272.00
TRI-FOLD TONNEAU COVER W/XB9 N/A W/TTB			CS7	\$548.00
FLEET ONLY				
CARPET FLOOR COVERING			CKE	\$115.00
DAYTIME RUNNING HEADLAMPS, LOW BEAM			LM1	\$36.00
DELETE CLASS IV RECEIVER HITCH (CREDIT)			XF8	-\$51.00
POWER BLACK TRAILER TOW MIRRORS			GPG	\$165.00
PROTECTION GROUP			ADB	\$364.00
REAR WINDOW DEFROSTER			GFA	\$180.00
REMOTE START & SECURITY ALARM GROUP			AJB	\$364.00
SIRIUSXM SATELLITE RADIO			RSD	\$180.00
SELECT - COLOR & TRIM CODES				
COLOR/TRIM DESCRIPTION			BLACK/DIESEL GRAY	\$PRICE
CLOTH FRONT/VINYL REAR SEATS (S)(N/C)			D5X8	S - N/C
CLOTH FRONT BENCH / VINYL REAR SEAT W/2_D			D7X8	\$47.00
MONOTONE PAINT - APA				
PRIMARY COLOR			COLOR CODE	\$PRICE
BILLET SILVER METALLIC CLEAR COAT N/C - CREDIT WILL BE APPLIED WHEN CONFIGURED			PSC	\$184.00
BRIGHT WHITE CLEAR COAT (N/C)			PW7	N/C

CASE IH RED <i>*PLEASE NOTE - Orders will be held until the minimum build quantity of 10 is reached. As a result, order to delivery will vary based upon quantity of orders received. Exterior content such as door handles, fascia, mirrors, etc. are black when ordering this special paint. M/H APA; 2TF NOT AVAILABLE WITH LOW VOLUME PAINT</i>	P61	\$415.00
DELMONICO RED PEARL COAT <i>N/C - CREDIT WILL BE APPLIED WHEN CONFIGURED</i>	PRV	\$92.00
DIAMOND BLACK CRYSTAL P/C <i>N/C - CREDIT WILL BE APPLIED WHEN CONFIGURED</i>	PXJ	\$92.00
FLAME RED CLEAR COAT (N/C)	PR4	N/C
GRANITE CRYSTAL MET. CLEAR COAT <i>N/C - CREDIT WILL BE APPLIED WHEN CONFIGURED</i>	PAU	\$184.00
HYDRO BLUE PEARL COAT <i>N/C - CREDIT WILL BE APPLIED WHEN CONFIGURED</i>	PBJ	\$92.00
LOW VOL BLACK CLEAR COAT <i>*PLEASE NOTE - Orders will be held until the minimum build quantity of 10 is reached. As a result, order to delivery will vary based upon quantity of orders received. Exterior content such as door handles, fascia, mirrors, etc. are black when ordering this special paint. M/H APA; 2TF NOT AVAILABLE WITH LOW VOLUME PAINT</i>	PX8	\$415.00
LOW VOL CONSTRUCTION YELLOW <i>*PLEASE NOTE - Orders will be held until the minimum build quantity of 10 is reached. As a result, order to delivery will vary based upon quantity of orders received. Exterior content such as door handles, fascia, mirrors, etc. are black when ordering this special paint. M/H APA; 2TF NOT AVAILABLE WITH LOW VOLUME PAINT</i>	P71	\$415.00
LOW VOL DETONATOR YELLOW CLEAR COAT <i>*PLEASE NOTE - Orders will be held until the minimum build quantity of 10 is reached. As a result, order to delivery will vary based upon quantity of orders received. Exterior content such as door handles, fascia, mirrors, etc. are black when ordering this special paint. M/H APA; 2TF NOT AVAILABLE WITH LOW VOLUME PAINT</i>	PYB	\$415.00
LOW VOL LIGHT GREEN <i>*PLEASE NOTE - Orders will be held until the minimum build quantity of 10 is reached. As a result, order to delivery will vary based upon quantity of orders received. Exterior content such as door handles, fascia, mirrors, etc. are black when ordering this special paint. M/H APA; 2TF NOT AVAILABLE WITH LOW VOLUME PAINT</i>	PGC	\$415.00
LOW VOL MIDNIGHT BLUE PEARL COAT <i>*PLEASE NOTE - Orders will be held until the minimum build quantity of 10 is reached. As a result, order to delivery will vary based upon quantity of orders received. Exterior content such as door</i>	PB8	\$415.00
LOW VOL NATIONAL SAFETY YELLOW <i>*PLEASE NOTE - Orders will be held until the minimum build quantity of 10 is reached. As a result, order to delivery will vary based upon quantity of orders received. Exterior content such as door handles, fascia, mirrors, etc. are black when ordering this special paint. M/H APA; 2TF NOT AVAILABLE WITH LOW VOLUME PAINT</i>	P74	\$415.00
LOW VOL OMAHA ORANGE <i>*PLEASE NOTE - Orders will be held until the minimum build quantity of 10 is reached. As a result, order to delivery will vary based upon quantity of orders received. Exterior content such as door handles, fascia, mirrors, etc. are black when ordering this special paint. M/H APA; 2TF NOT AVAILABLE WITH LOW VOLUME PAINT</i>	P62	\$415.00
LOW VOL SCHOOL BUS YELLOW <i>*PLEASE NOTE - Orders will be held until the minimum build quantity of 10 is reached. As a result, order to delivery will vary based upon quantity of orders received. Exterior content such as door handles, fascia, mirrors, etc. are black when ordering this special paint. M/H APA; 2TF NOT AVAILABLE WITH LOW VOLUME PAINT</i>	PL1	\$415.00
LOW VOL TIMBERLINE GREEN PEARL COAT <i>*PLEASE NOTE - Orders will be held until the minimum build quantity of 10 is reached. As a result, order to delivery will vary based upon quantity of orders received. Exterior content such as door handles, fascia, mirrors, etc. are black when ordering this special paint. M/H APA; 2TF NOT AVAILABLE WITH LOW VOLUME PAINT</i>	PGW	\$415.00
LOW VOL YELLOW <i>*PLEASE NOTE - Orders will be held until the minimum build quantity of 10 is reached. As a result, order to delivery will vary based upon quantity of orders received. Exterior content such as door handles, fascia, mirrors, etc. are black when ordering this special paint. M/H APA; 2TF NOT AVAILABLE WITH LOW VOLUME PAINT</i>	P63	\$415.00
NEW HOLLAND BLUE <i>*PLEASE NOTE - Orders will be held until the minimum build quantity of 10 is reached. As a result, order to delivery will vary based upon quantity of orders received. Exterior content such as door handles, fascia, mirrors, etc. are black when ordering this special paint. M/H APA; 2TF NOT AVAILABLE WITH LOW VOLUME PAINT</i>	P72	\$415.00

Sunnyside Company, McHenry Illinois

PATRIOT BLUE PEARL COAT	PPX	\$92.00
REPUBLIC BLUE CLEAR COAT <i>*PLEASE NOTE - Orders will be held until the minimum build quantity of 10 is reached. As a result, order to delivery will vary based upon quantity of orders received. Exterior content such as door handles, fascia, mirrors, etc. are black when ordering this special paint. M/H APA; 2TF NOT AVAILABLE WITH LOW VOLUME PAINT</i>	P49	\$415.00

(S) STANDARD EQUIPMENT OPTION

(N/C) FCA NO COST OPTION

10/10/2022

Checks

General Fund	\$	148,983.53
Motor Fuel Tax Fund		-
Palatine/Milwaukee Tax Increment Financing District		-
Tourism District		-
Development Fund		-
Drug Enforcement Agency Fund		-
Solid Waste Fund		29,788.00
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		334.00
Special Service Area-Constr#6(Water Main)		-
Special Service Area-Debt#6		-
Capital Improvements		39,295.50
Palatine Road Tax Increment Financing		-
Road Construction		-
Road Construction Debt		-
Water Fund		5,913.40
Parking Fund		-
Sanitary Sewer Fund		3,310.00
Road/Building Bond Escrow		814.64
Police Pension		-
TOTAL	\$	228,439.07

Wire Payments

09/23/22 PAYROLL		183,939.03
	\$	412,378.10

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
ANDREW HART	10/03/22	phone reimbursement	10/03/2022	01-340-5100	50.00	.00	
Total ANDREW HART:					50.00	.00	
ARLINGTON POWER EQUIPME	133115	NRC SUPPLIES	09/22/2022	01-310-5960	114.14	.00	
Total ARLINGTON POWER EQUIPMENT INC:					114.14	.00	
AZAVAR AUDIT SOLUTIONS	156182	SALES TAX COLLECTION	08/31/2022	01-110-3110	4,525.01	.00	
Total AZAVAR AUDIT SOLUTIONS:					4,525.01	.00	
CANON FINANCIAL SERVICES	29302875	OCT 22 BUILDING COPIER	10/02/2022	01-340-7020	198.97	.00	
Total CANON FINANCIAL SERVICES:					198.97	.00	
CONSERV FS INC.	102023794	GASOLINE	09/13/2022	01-350-5751	680.91	.00	
CONSERV FS INC.	102023795	GASOLINE	09/13/2022	01-350-5751	1,614.40	.00	
Total CONSERV FS INC.:					2,295.31	.00	
DE LAGE LANDEN FINANCIAL S	77614402	NOV 22 PD COPIER	09/17/2022	01-360-5220	1,138.27	.00	
Total DE LAGE LANDEN FINANCIAL SERVICES INC:					1,138.27	.00	
DEKIND COMPUTER CONSULT	34127	NOV 22 COMP CONSULT	10/01/2022	01-320-5130	526.50	.00	
DEKIND COMPUTER CONSULT	34127	NOV 22 COMP CONSULT	10/01/2022	01-350-5100	351.00	.00	
DEKIND COMPUTER CONSULT	34127	NOV 22 COMP CONSULT	10/01/2022	01-360-5100	1,404.00	.00	
DEKIND COMPUTER CONSULT	34127	NOV 22 COMP CONSULT	10/01/2022	51-300-5100	702.00	.00	
DEKIND COMPUTER CONSULT	34127	NOV 22 COMP CONSULT	10/01/2022	53-300-5100	526.50	.00	
DEKIND COMPUTER CONSULT	34260	SEP 22 TRIP CHARGES	10/03/2022	01-320-5130	120.00	.00	
Total DEKIND COMPUTER CONSULTANTS:					3,630.00	.00	
FLEXSOURCE, LLC	23802	SEP 22 FSA/HRA FEES	09/25/2022	01-320-5100	150.00	.00	
Total FLEXSOURCE, LLC:					150.00	.00	
FOOD & ALCOHOL SERVICE TR	2022-10	SEP 22 HEALTH INSPECTION	10/04/2022	01-340-5100	1,220.00	.00	
Total FOOD & ALCOHOL SERVICE TRAINING INC:					1,220.00	.00	
GEWALT HAMILTON ASSOCIAT	09/23/22	AUG ENGINEERING	09/23/2022	01-320-5105	1,101.25	.00	
GEWALT HAMILTON ASSOCIAT	09/23/22	AUG ENGINEERING	09/23/2022	28-300-5100	334.00	.00	
GEWALT HAMILTON ASSOCIAT	09/23/22	AUG ENGINEERING	09/23/2022	01-340-5111	83.50	.00	
GEWALT HAMILTON ASSOCIAT	09/23/22	AUG ENGINEERING	09/23/2022	01-320-5106	5,306.00	.00	
GEWALT HAMILTON ASSOCIAT	09/23/22	AUG ENGINEERING	09/23/2022	30-550-7064	2,727.50	.00	
GEWALT HAMILTON ASSOCIAT	09/23/22	AUG ENGINEERING	09/23/2022	01-320-5105	167.00	.00	
GEWALT HAMILTON ASSOCIAT	09/23/22	AUG ENGINEERING	09/23/2022	53-300-5050	2,783.50	.00	
GEWALT HAMILTON ASSOCIAT	09/23/22	AUG ENGINEERING	09/23/2022	30-550-7020	1,848.00	.00	
GEWALT HAMILTON ASSOCIAT	09/23/22	AUG ENGINEERING	09/23/2022	01-320-5105	180.00	.00	
GEWALT HAMILTON ASSOCIAT	09/23/22	AUG ENGINEERING	09/23/2022	30-550-7065	34,852.00	.00	
GEWALT HAMILTON ASSOCIAT	09/23/22	AUG ENGINEERING	09/23/2022	30-550-7064	132.00-	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total GEWALT HAMILTON ASSOCIATES INC.:					49,250.75	.00	
HMO ILLINOIS	09/16/22	OCT 22 HMO INSURANCE	09/16/2022	01-360-4100	4,606.55	.00	
HMO ILLINOIS	09/16/22	OCT 22 HMO INSURANCE	09/16/2022	01-370-4101	1,561.54	.00	
Total HMO ILLINOIS:					6,168.09	.00	
HOOTING COYOTE	1819	PERMIT 22-208 ENGINEERING	08/02/2022	01-340-5100	225.00	.00	
HOOTING COYOTE	1820	PERMIT 22-397 ENGINEERING	08/02/2022	01-340-5100	225.00	.00	
Total HOOTING COYOTE:					450.00	.00	
INNOVATIVE TELEPHONE & DA	575328	OCT 22 TELEPHONE	10/01/2022	01-320-5410	517.06	.00	
INNOVATIVE TELEPHONE & DA	575328	OCT 22 TELEPHONE	10/01/2022	51-300-5412	22.17	.00	
INNOVATIVE TELEPHONE & DA	575328	OCT 22 TELEPHONE	10/01/2022	01-350-5410	199.54	.00	
INNOVATIVE TELEPHONE & DA	575328	OCT 22 TELEPHONE	10/01/2022	01-360-5410	619.81	.00	
Total INNOVATIVE TELEPHONE & DATA SOLUTION:					1,358.58	.00	
INNOVATIVE TELEPHONE AND	8674	NEW PHONE SYSTEM LABOR	08/25/2022	01-320-5410	2,400.00	.00	
Total INNOVATIVE TELEPHONE AND DATA SOLUTIONS:					2,400.00	.00	
IUOE LOCAL 150 ADMIN	#150 A 9/09/22	LOCAL 150 ADMIN 9/9/22	09/09/2022	01-000-2050	305.54	.00	
IUOE LOCAL 150 ADMIN	#150 A 9/23/22	LOCAL 150 ADMIN DUES 9/23/2	09/23/2022	01-000-2050	305.54	.00	
Total IUOE LOCAL 150 ADMIN:					611.08	.00	
IUOE LOCAL 150 MEMBERSHIP	#150 M 9/09/22	LOCAL 150 MEMBER DUES 9/09	09/09/2022	01-000-2050	60.00	.00	
IUOE LOCAL 150 MEMBERSHIP	#150 M 9/23/22	LOCAL 150 MEMBER DUES 9/23	09/23/2022	01-000-2050	60.00	.00	
Total IUOE LOCAL 150 MEMBERSHIP:					120.00	.00	
MARK PUFUNDT	09/28/22	spray glue for range	09/28/2022	01-360-5740	27.90	.00	
Total MARK PUFUNDT:					27.90	.00	
METROPOLITAN ALLIANCE OF	# 253 9/2022	MAP # 253 DUES 9/9/22	09/09/2022	01-000-2052	180.00	.00	
METROPOLITAN ALLIANCE OF	#252 9/2022	MAP # 252 DUES 9/9/22	09/09/2022	01-000-2052	720.00	.00	
Total METROPOLITAN ALLIANCE OF POLICE:					900.00	.00	
MOE FUNDS	11/2022	PW NOV PREMIUMS	10/05/2022	01-350-4100	10,232.00	.00	
MOE FUNDS	11/2022	PW NOV PREMIUMS	10/05/2022	51-300-4100	2,558.00	.00	
Total MOE FUNDS:					12,790.00	.00	
MUNICIPAL COLLECTION SERVI	08/31/22	mcsi commision JUL/AUG	08/31/2022	01-140-3505	2,304.22	.00	
Total MUNICIPAL COLLECTION SERVICES:					2,304.22	.00	
NEWEGG BUSINESS INC	1304086197	AV SERVER PARTS	09/20/2022	01-310-7020	487.00	.00	
NEWEGG BUSINESS INC	1304086362	AV SEVER PARTS	09/21/2022	01-310-7020	1,847.40	.00	
NEWEGG BUSINESS INC	1304086539	AV SERVER PARTS	09/21/2022	01-310-7020	1,413.54	.00	
NEWEGG BUSINESS INC	1304087837	AV SERVER PARTS	09/21/2022	01-310-7020	397.18	.00	
NEWEGG BUSINESS INC	1304087962	AV SERVER PARTS	09/22/2022	01-310-7020	646.98	.00	
NEWEGG BUSINESS INC	1304087979	AV SERVER PARTS	09/22/2022	01-310-7020	53.01	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total NEWEGG BUSINESS INC:					4,845.11	.00	
NICOR GAS	09/22/22-2024	METRA 8/23-9/22/22	09/22/2022	01-320-5410	50.01	.00	
NICOR GAS	09/22/22-9482	PW 8/23-9/22/22	09/22/2022	01-320-5410	81.75	.00	
NICOR GAS	09/22/22-9865	PD 8/23-9/22/22	09/22/2022	01-320-5410	96.52	.00	
Total NICOR GAS:					228.28	.00	
NORTH SHORE SIGN	122844	oct 22 sign maintenance	10/01/2022	01-320-5100	243.00	.00	
Total NORTH SHORE SIGN:					243.00	.00	
NORTH SUBURBAN EMPLOYEE	#0822M	AUG 22 PPO MEDICAL	09/08/2022	01-310-4100	866.46	866.46	10/04/2022
NORTH SUBURBAN EMPLOYEE	#0822M	AUG 22 PPO MEDICAL	09/08/2022	01-320-4100	3,028.53	3,028.53	10/04/2022
NORTH SUBURBAN EMPLOYEE	#0822M	AUG 22 PPO MEDICAL	09/08/2022	01-340-4100	4,047.37	4,047.37	10/04/2022
NORTH SUBURBAN EMPLOYEE	#0822M	AUG 22 PPO MEDICAL	09/08/2022	01-350-4100	2,591.21	2,591.21	10/04/2022
NORTH SUBURBAN EMPLOYEE	#0822M	AUG 22 PPO MEDICAL	09/08/2022	01-360-4100	31,735.55	31,735.55	10/04/2022
NORTH SUBURBAN EMPLOYEE	#0822M	AUG 22 PPO MEDICAL	09/08/2022	51-300-4100	1,295.61	1,295.61	10/04/2022
NORTH SUBURBAN EMPLOYEE	#0822M	AUG 22 PPO MEDICAL	09/08/2022	01-370-4101	6,196.01	6,196.01	10/04/2022
NORTH SUBURBAN EMPLOYEE	#0922M	SEP 22 PPO	10/04/2022	01-310-4100	866.46	866.46	10/04/2022
NORTH SUBURBAN EMPLOYEE	#0922M	SEP 22 PPO	10/04/2022	01-320-4100	3,028.53	3,028.53	10/04/2022
NORTH SUBURBAN EMPLOYEE	#0922M	SEP 22 PPO	10/04/2022	01-340-4100	3,465.84	3,465.84	10/04/2022
NORTH SUBURBAN EMPLOYEE	#0922M	SEP 22 PPO	10/04/2022	01-350-4100	2,591.21	2,591.21	10/04/2022
NORTH SUBURBAN EMPLOYEE	#0922M	SEP 22 PPO	10/04/2022	01-360-4100	31,735.55	31,735.55	10/04/2022
NORTH SUBURBAN EMPLOYEE	#0922M	SEP 22 PPO	10/04/2022	51-300-4100	1,295.61	1,295.61	10/04/2022
NORTH SUBURBAN EMPLOYEE	#0922M	SEP 22 PPO	10/04/2022	01-370-4101	6,196.01	6,196.01	10/04/2022
Total NORTH SUBURBAN EMPLOYEE BENEFIT COOPERAT:					98,939.95	98,939.95	
NORTHSHORE OMEGA	207814211-092	NIPAS PHYSICAL PUFUNDT	10/04/2022	01-360-5100	637.00	.00	
Total NORTHSHORE OMEGA:					637.00	.00	
OPP FRANCHISING INC. DBA JA	CHC08221140	AUG 22 CLEANING	08/01/2022	01-350-5104	2,061.07	.00	
Total OPP FRANCHISING INC. DBA JANI-KING IL:					2,061.07	.00	
PARDEEP DEOL	09/29/22	gloves & vest pouch	09/29/2022	01-360-5741	60.48	.00	
Total PARDEEP DEOL:					60.48	.00	
RAY O'HERRON CO INC	2220689	PD CLOTHING	09/16/2022	01-360-5741	34.00	.00	
RAY O'HERRON CO INC	2223468	PD CLOTHING	09/29/2022	01-360-5741	249.30	.00	
Total RAY O'HERRON CO INC:					283.30	.00	
Rotary Club of River Cities	918	dues qtr ended 9/30/22	10/03/2022	01-360-5330	100.00	.00	
Rotary Club of River Cities	919	fundraiser & raffle at the Bergs	10/03/2022	01-360-5330	100.00	.00	
Total Rotary Club of River Cities:					200.00	.00	
SOLID WASTE AGENCY	7122	NOV 22 O&M COSTS	08/01/2022	17-300-5420	29,788.00	.00	
Total SOLID WASTE AGENCY:					29,788.00	.00	
SOUND PRODUCTIONS, LLC	0233793-IN	AV EQUIPMENT	09/20/2022	01-310-7020	300.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total SOUND PRODUCTIONS, LLC:					300.00	.00	
STANKO KUZMANOVIC	22-17SU	BOND REFUND 22-17SU	10/05/2022	72-000-2310	814.64	.00	
Total STANKO KUZMANOVIC:					814.64	.00	
STAPLES	8067651990	CREDIT OFFICE SUPPLIES	09/21/2022	01-320-5700	10.49-	.00	
STAPLES	8067749825	CREDIT OFFICE SUPPLIES	09/30/2022	01-320-5700	108.10-	.00	
Total STAPLES:					118.59-	.00	
STEVE DVORAK	09/30/22	WINDOW CLEANING 9/30/22	09/30/2022	01-370-4101	235.00	.00	
Total STEVE DVORAK:					235.00	.00	
TRIPLE CROWN PRODUCTS	416347	SUPPLIES	09/16/2022	01-340-5700	179.50	.00	
Total TRIPLE CROWN PRODUCTS:					179.50	.00	
VERIZON WIRELESS	9916526222	SCADA 8/24-9/23/22	09/23/2022	51-300-5410	40.01	.00	
Total VERIZON WIRELESS:					40.01	.00	
Grand Totals:					228,439.07	98,939.95	

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							
01-000-2050 W/H LOCAL 150 UNION	IUOE LOCAL 150 ADMIN	#150 A 9/09/22	LOCAL 150 ADMIN 9/9/22	09/09/2022	305.54	.00	
01-000-2050 W/H LOCAL 150 UNION	IUOE LOCAL 150 ADMIN	#150 A 9/23/22	LOCAL 150 ADMIN DUES 9/23/2	09/23/2022	305.54	.00	
01-000-2050 W/H LOCAL 150 UNION	IUOE LOCAL 150 MEMBERSHIP	#150 M 9/09/22	LOCAL 150 MEMBER DUES 9/09	09/09/2022	60.00	.00	
01-000-2050 W/H LOCAL 150 UNION	IUOE LOCAL 150 MEMBERSHIP	#150 M 9/23/22	LOCAL 150 MEMBER DUES 9/23	09/23/2022	60.00	.00	
01-000-2052 WITHHOLDING POLICE U	METROPOLITAN ALLIANCE OF	# 253 9/2022	MAP # 253 DUES 9/9/22	09/09/2022	180.00	.00	
01-000-2052 WITHHOLDING POLICE U	METROPOLITAN ALLIANCE OF	#252 9/2022	MAP # 252 DUES 9/9/22	09/09/2022	720.00	.00	
Total :					1,631.08	.00	
INTERGOVERNMENTAL REVENUES							
01-110-3110 SALES TAXES	AZAVAR AUDIT SOLUTIONS	156182	SALES TAX COLLECTION	08/31/2022	4,525.01	.00	
Total INTERGOVERNMENTAL REVENUES:					4,525.01	.00	
PUBLIC SAFETY FINES & FEES							
01-140-3505 ORDINANCE & PARKING	MUNICIPAL COLLECTION SERVI	08/31/22	mcsi commision JUL/AUG	08/31/2022	2,304.22	.00	
Total PUBLIC SAFETY FINES & FEES:					2,304.22	.00	
CITY COUNCIL & BOARDS							
01-310-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	#0822M	AUG 22 PPO MEDICAL	09/08/2022	866.46	866.46	10/04/2022
01-310-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	#0922M	SEP 22 PPO	10/04/2022	866.46	866.46	10/04/2022
01-310-5960 NRC OPERATIONS	ARLINGTON POWER EQUIPME	133115	NRC SUPPLIES	09/22/2022	114.14	.00	
01-310-7020 EQUIPMENT	NEWEGG BUSINESS INC	1304086197	AV SERVER PARTS	09/20/2022	487.00	.00	
01-310-7020 EQUIPMENT	NEWEGG BUSINESS INC	1304086362	AV SEVER PARTS	09/21/2022	1,847.40	.00	
01-310-7020 EQUIPMENT	NEWEGG BUSINESS INC	1304086539	AV SERVER PARTS	09/21/2022	1,413.54	.00	
01-310-7020 EQUIPMENT	NEWEGG BUSINESS INC	1304087837	AV SERVER PARTS	09/21/2022	397.18	.00	
01-310-7020 EQUIPMENT	NEWEGG BUSINESS INC	1304087962	AV SERVER PARTS	09/22/2022	646.98	.00	
01-310-7020 EQUIPMENT	NEWEGG BUSINESS INC	1304087979	AV SERVER PARTS	09/22/2022	53.01	.00	
01-310-7020 EQUIPMENT	SOUND PRODUCTIONS, LLC	0233793-IN	AV EQUIPMENT	09/20/2022	300.00	.00	
Total CITY COUNCIL & BOARDS:					6,992.17	1,732.92	
ADMINISTRATION							
01-320-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	#0822M	AUG 22 PPO MEDICAL	09/08/2022	3,028.53	3,028.53	10/04/2022
01-320-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	#0922M	SEP 22 PPO	10/04/2022	3,028.53	3,028.53	10/04/2022
01-320-5100 PROFESSIONAL SERVIC	FLEXSOURCE, LLC	23802	SEP 22 FSA/HRA FEES	09/25/2022	150.00	.00	
01-320-5100 PROFESSIONAL SERVIC	NORTH SHORE SIGN	122844	oct 22 sign maintenance	10/01/2022	243.00	.00	
01-320-5105 PROFESSIONAL FEES -	GEWALT HAMILTON ASSOCIAT	09/23/22	AUG ENGINEERING	09/23/2022	1,101.25	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-320-5105 PROFESSIONAL FEES -	GEWALT HAMILTON ASSOCIAT	09/23/22	AUG ENGINEERING	09/23/2022	167.00	.00	
01-320-5105 PROFESSIONAL FEES -	GEWALT HAMILTON ASSOCIAT	09/23/22	AUG ENGINEERING	09/23/2022	180.00	.00	
01-320-5106 PROFESSIONAL FEES -	GEWALT HAMILTON ASSOCIAT	09/23/22	AUG ENGINEERING	09/23/2022	5,306.00	.00	
01-320-5130 COMPUTER CONSULTAN	DEKIND COMPUTER CONSULT	34127	NOV 22 COMP CONSULT	10/01/2022	526.50	.00	
01-320-5130 COMPUTER CONSULTAN	DEKIND COMPUTER CONSULT	34260	SEP 22 TRIP CHARGES	10/03/2022	120.00	.00	
01-320-5410 UTILITIES	INNOVATIVE TELEPHONE & DA	575328	OCT 22 TELEPHONE	10/01/2022	517.06	.00	
01-320-5410 UTILITIES	INNOVATIVE TELEPHONE AND	8674	NEW PHONE SYSTEM LABOR	08/25/2022	2,400.00	.00	
01-320-5410 UTILITIES	NICOR GAS	09/22/22-2024	METRA 8/23-9/22/22	09/22/2022	50.01	.00	
01-320-5410 UTILITIES	NICOR GAS	09/22/22-9482	PW 8/23-9/22/22	09/22/2022	81.75	.00	
01-320-5410 UTILITIES	NICOR GAS	09/22/22-9865	PD 8/23-9/22/22	09/22/2022	96.52	.00	
01-320-5700 OFFICE SUPPLIES	STAPLES	8067651990	CREDIT OFFICE SUPPLIES	09/21/2022	10.49-	.00	
01-320-5700 OFFICE SUPPLIES	STAPLES	8067749825	CREDIT OFFICE SUPPLIES	09/30/2022	108.10-	.00	
Total ADMINISTRATION:					16,877.56	6,057.06	
BUILDING DEPARTMENT							
01-340-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	#0822M	AUG 22 PPO MEDICAL	09/08/2022	4,047.37	4,047.37	10/04/2022
01-340-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	#0922M	SEP 22 PPO	10/04/2022	3,465.84	3,465.84	10/04/2022
01-340-5100 PROFESSIONAL SERVIC	ANDREW HART	10/03/22	phone reimbursement	10/03/2022	50.00	.00	
01-340-5100 PROFESSIONAL SERVIC	FOOD & ALCOHOL SERVICE TR	2022-10	SEP 22 HEALTH INSPECTION	10/04/2022	1,220.00	.00	
01-340-5100 PROFESSIONAL SERVIC	HOOTING COYOTE	1819	PERMIT 22-208 ENGINEERING	08/02/2022	225.00	.00	
01-340-5100 PROFESSIONAL SERVIC	HOOTING COYOTE	1820	PERMIT 22-397 ENGINEERING	08/02/2022	225.00	.00	
01-340-5111 BILLABLE ENGINEERING	GEWALT HAMILTON ASSOCIAT	09/23/22	AUG ENGINEERING	09/23/2022	83.50	.00	
01-340-5700 OFFICE SUPPLIES	TRIPLE CROWN PRODUCTS	416347	SUPPLIES	09/16/2022	179.50	.00	
01-340-7020 EQUIPMENT	CANON FINANCIAL SERVICES	29302875	OCT 22 BUILDING COPIER	10/02/2022	198.97	.00	
Total BUILDING DEPARTMENT:					9,695.18	7,513.21	
PUBLIC WORKS							
01-350-4100 HEALTH INSURANCE	MOE FUNDS	11/2022	PW NOV PREMIUMS	10/05/2022	10,232.00	.00	
01-350-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	#0822M	AUG 22 PPO MEDICAL	09/08/2022	2,591.21	2,591.21	10/04/2022
01-350-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	#0922M	SEP 22 PPO	10/04/2022	2,591.21	2,591.21	10/04/2022
01-350-5100 PROFESSIONAL SERVIC	DEKIND COMPUTER CONSULT	34127	NOV 22 COMP CONSULT	10/01/2022	351.00	.00	
01-350-5104 PROF SERVICES - BUILD	OPP FRANCHISING INC. DBA JA	CHC08221140	AUG 22 CLEANING	08/01/2022	2,061.07	.00	
01-350-5410 UTILITIES	INNOVATIVE TELEPHONE & DA	575328	OCT 22 TELEPHONE	10/01/2022	199.54	.00	
01-350-5751 GASOLINE	CONSERV FS INC.	102023794	GASOLINE	09/13/2022	680.91	.00	
01-350-5751 GASOLINE	CONSERV FS INC.	102023795	GASOLINE	09/13/2022	1,614.40	.00	
Total PUBLIC WORKS:					20,321.34	5,182.42	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
PUBLIC SAFETY							
01-360-4100 HEALTH INSURANCE	HMO ILLINOIS	09/16/22	OCT 22 HMO INSURANCE	09/16/2022	4,606.55	.00	
01-360-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	#0822M	AUG 22 PPO MEDICAL	09/08/2022	31,735.55	31,735.55	10/04/2022
01-360-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	#0922M	SEP 22 PPO	10/04/2022	31,735.55	31,735.55	10/04/2022
01-360-5100 PROFESSIONAL SERVIC	DEKIND COMPUTER CONSULT	34127	NOV 22 COMP CONSULT	10/01/2022	1,404.00	.00	
01-360-5100 PROFESSIONAL SERVIC	NORTHSHORE OMEGA	207814211-092	NIPAS PHYSICAL PUFUNDT	10/04/2022	637.00	.00	
01-360-5220 PHOTOCOPY	DE LAGE LANDEN FINANCIAL S	77614402	NOV 22 PD COPIER	09/17/2022	1,138.27	.00	
01-360-5330 TRAINING	Rotary Club of River Cities	918	dues qtr ended 9/30/22	10/03/2022	100.00	.00	
01-360-5330 TRAINING	Rotary Club of River Cities	919	fundraiser & raffle at the Bergs	10/03/2022	100.00	.00	
01-360-5410 UTILITIES	INNOVATIVE TELEPHONE & DA	575328	OCT 22 TELEPHONE	10/01/2022	619.81	.00	
01-360-5740 RANGE SUPPLIES	MARK PUFUNDT	09/28/22	spray glue for range	09/28/2022	27.90	.00	
01-360-5741 CLOTHING	PARDEEP DEOL	09/29/22	gloves & vest pouch	09/29/2022	60.48	.00	
01-360-5741 CLOTHING	RAY O'HERRON CO INC	2220689	PD CLOTHING	09/16/2022	34.00	.00	
01-360-5741 CLOTHING	RAY O'HERRON CO INC	2223468	PD CLOTHING	09/29/2022	249.30	.00	
Total PUBLIC SAFETY:					72,448.41	63,471.10	
REIMBURSABLE EXP							
01-370-4101 RETIREE HEALTH INSUR	HMO ILLINOIS	09/16/22	OCT 22 HMO INSURANCE	09/16/2022	1,561.54	.00	
01-370-4101 RETIREE HEALTH INSUR	NORTH SUBURBAN EMPLOYEE	#0822M	AUG 22 PPO MEDICAL	09/08/2022	6,196.01	6,196.01	10/04/2022
01-370-4101 RETIREE HEALTH INSUR	NORTH SUBURBAN EMPLOYEE	#0922M	SEP 22 PPO	10/04/2022	6,196.01	6,196.01	10/04/2022
01-370-4101 RETIREE HEALTH INSUR	STEVE DVORAK	09/30/22	WINDOW CLEANING 9/30/22	09/30/2022	235.00	.00	
Total REIMBURSABLE EXP:					14,188.56	12,392.02	
Total GENERAL FUND:					148,983.53	96,348.73	

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	7122	NOV 22 O&M COSTS	08/01/2022	29,788.00	.00	
Total EXPENSES:					29,788.00	.00	
Total SOLID WASTE DISPOSAL FUND:					29,788.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SSA #8							
EXPENSES							
28-300-5100 PROFESSIONAL SERVIC	GEWALT HAMILTON ASSOCIAT	09/23/22	AUG ENGINEERING	09/23/2022	334.00	.00	
Total EXPENSES:					334.00	.00	
Total SSA #8:					334.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
CAPITAL IMPROVEMENTS							
30-550-7020 EQUIPMENT - PW	GEWALT HAMILTON ASSOCIAT	09/23/22	AUG ENGINEERING	09/23/2022	1,848.00	.00	
30-550-7064 DRAINAGE IMPR - WILLO	GEWALT HAMILTON ASSOCIAT	09/23/22	AUG ENGINEERING	09/23/2022	2,727.50	.00	
30-550-7064 DRAINAGE IMPR - WILLO	GEWALT HAMILTON ASSOCIAT	09/23/22	AUG ENGINEERING	09/23/2022	132.00-	.00	
30-550-7065 DRAINAGE IMPROVEME	GEWALT HAMILTON ASSOCIAT	09/23/22	AUG ENGINEERING	09/23/2022	34,852.00	.00	
Total :					39,295.50	.00	
Total CAPITAL IMPROVEMENTS:					39,295.50	.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	11/2022	PW NOV PREMIUMS	10/05/2022	2,558.00	.00	
51-300-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	#0822M	AUG 22 PPO MEDICAL	09/08/2022	1,295.61	1,295.61	10/04/2022
51-300-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	#0922M	SEP 22 PPO	10/04/2022	1,295.61	1,295.61	10/04/2022
51-300-5100 PROFESSIONAL SERVIC	DEKIND COMPUTER CONSULT	34127	NOV 22 COMP CONSULT	10/01/2022	702.00	.00	
51-300-5410 UTILITIES	VERIZON WIRELESS	9916526222	SCADA 8/24-9/23/22	09/23/2022	40.01	.00	
51-300-5412 WATER	INNOVATIVE TELEPHONE & DA	575328	OCT 22 TELEPHONE	10/01/2022	22.17	.00	
Total EXPENSES:					5,913.40	2,591.22	
Total WATER FUND:					5,913.40	2,591.22	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SANITARY SEWER FUND							
EXPENSES							
53-300-5050 SYSTEM MAINTENANCE	GEWALT HAMILTON ASSOCIAT	09/23/22	AUG ENGINEERING	09/23/2022	2,783.50	.00	
53-300-5100 PROFESSIONAL SERVIC	DEKIND COMPUTER CONSULT	34127	NOV 22 COMP CONSULT	10/01/2022	526.50	.00	
Total EXPENSES:					3,310.00	.00	
Total SANITARY SEWER FUND:					3,310.00	.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	STANKO KUZMANOVIC	22-17SU	BOND REFUND 22-17SU	10/05/2022	814.64	.00	
Total :					814.64	.00	
Total ROAD & BUILDING BOND ESCROW:					814.64	.00	
Grand Totals:					228,439.07	98,939.95	

GL Account and Title	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND			
Total GENERAL FUND:	148,983.53	96,348.73	
SOLID WASTE DISPOSAL FUND			
Total SOLID WASTE DISPOSAL FUND:	29,788.00	.00	
SSA #8			
Total SSA #8:	334.00	.00	
CAPITAL IMPROVEMENTS			
Total CAPITAL IMPROVEMENTS:	39,295.50	.00	
WATER FUND			
Total WATER FUND:	5,913.40	2,591.22	
SANITARY SEWER FUND			
Total SANITARY SEWER FUND:	3,310.00	.00	
ROAD & BUILDING BOND ESCROW			
Total ROAD & BUILDING BOND ESCROW:	814.64	.00	
Grand Totals:	228,439.07	98,939.95	