



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 MEETING
OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS
WILL BE HELD ON MONDAY, OCTOBER 9, 2023 AT 6:30PM

**IN PERSON IN THE COUNCIL CHAMBERS, PROSPECT HEIGHTS CITY HALL
8 NORTH ELMHURST ROAD, PROSPECT HEIGHTS, ILLINOIS
MAYOR PATRICK LUDVIGSEN PRESIDING**

**THIS MEETING WILL BE BROADCAST LIVE ON CABLE CHANNELS:
COMCAST AND ASTOUND/RCN CHANNEL 17 AND AT&T U-VERSE CHANNEL 99.
IT WILL ALSO BE RECORDED AND TELEVISED ON COMCAST AND ASTOUND/RCN 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 27, 2023 City Council Regular Meeting Minutes
Action Requested: (Motion, Second, Roll Call Vote)

4. PRESENTATIONS

None

5. APPOINTMENTS, CONFIRMATIONS, AND PROCLAMATIONS - None

None

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 so requests, in which event the item will be removed from the general order of business and considered as a separate Agenda item.

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

None

8. OLD BUSINESS

None

9. NEW BUSINESS

- A. O-23-25** Staff Memo and Ordinance Granting Variations to Reduce Lot Width and Required Side Yard Setbacks for a New Single Family Residence on a Legal Non-Conforming Lot, 1418 Olive Street (***1st Reading***)

Action Requested: (Informational/Discussion)

- B. R-23-28** Staff Memo and Resolution Authorizing Approval of a Revised Intergovernmental Agreement with the Metropolitan Water Reclamation District and Cook County Regarding Willow Road Flood Control Project

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

10. STAFF, ELECTED OFFICIALS, AND COMMISSION REPORTS

None

11. APPROVAL OF WARRANTS

A. Approval of Expenditures

General Fund	\$55,650.59
Motor Fuel Tax Fund	\$0.00
Tourism District	\$26,200.00
Solid Waste Fund	\$31,105.00
Drug Enforcement Agency Fund	\$13,869.81
Palatine Road Tax Increment Financing	\$0.00
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	\$176.60
Special Service Area - Constr #6 (Water Main)	\$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

Special Service Area - #8 Levee Wall #37	\$0.00
Capital Improvements	\$10,996.00
Special Service Area - Debt #6	\$0.00
Road Construction Debt	\$0.00
Water Fund	\$40,056.30
Parking Fund	\$179.22
Sanitary Sewer Fund	\$2,558.00
Road/Building Bond Escrow	\$8,940.00
TOTAL	\$189,731.52
<u>Wire Payments</u>	
09/22/2023 PAYROLL	\$187,668.47
TOTAL WARRANT	\$377,399.99

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

13. EXECUTIVE SESSION – (No Items)

14. ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED

15. ADJOURNMENT
Action Requested: (Motion, Second, Voice Vote)

Posted by 5:00 PM, October 6, 2023



City of Prospect Heights

Department of Building & Zoning

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

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

www.prospect-heights.il.us

MEMORANDUM

Date: October 2, 2023

To: Mayor Ludvigsen and City Council

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

Subject: ZBA Case No. 23-13 V – 1418 E. Olive Street
Variations to Reduce Lot Width and Required Side Yard Setbacks for a New
Single Family Residence on a Legal Non-Conforming Lot.

Issue: Jack & Elizabeth Van Orden, owners of the subject property, are seeking two variations. The first variation is to Section 5-6-1 D1 to allow the reduction of the required lot width from 100' to 90'. The second variation is to Section 5-6-1 E2 of the City of Prospect Heights Zoning Code and reduce the required interior side yard setbacks from 15' to 10' for the construction of a new single-family home on an existing legal non-conforming lot.

The subject vacant property is one of the parcels that are part of Lot 15 in C. H. Taylor's Second Arlington Heights Acres subdivision. This lot was platted prior to the establishment of the City of Prospect Heights with a lot width of 90'. The lot conforms to all the other requirements for lot area to be a buildable lot. The first requested variation will permanently establish the lot as buildable lot even though the width does not meet the minimum. Secondly, the requested side yard variations will allow the new home to have the similar width at the other homes on the street.

Previously, ABC Wildlife used the house as a business. The previous structures were demolished when ABC Wildlife relocated to another community.

The PZBA held a public hearing on September 28, 2023. The Van Orden's and their architect Mr. Lira provided testimony. Testimony was also provided by Mr. Terry Benjamin, 1504 E. Olive Street, supporting the application. After hearing testimony and deliberations, the PZBA voted 5-0 to recommend approval of the requested variations.

Recommendation: Approve the waiver of first reading and Approve Ordinance No. O-23-25 Granting Certain Variations to the property located at 1418 E. Olive Street.

ORDINANCE NO. O-23-25

**AN ORDINANCE GRANTING CERTAIN VARIATIONS FOR
THE PROPERTY AT
1418 E. OLIVE STREET, PROSPECT HEIGHTS, ILLINOIS**

WHEREAS, the provisions of the City of Prospect Heights Zoning Ordinance applicable to the property legally described in Exhibit A attached hereto (hereinafter “Property”) and commonly known as 1418 E. Olive Street. prescribe that the lot size be a minimum width of 100’ per section 5-6-1 D1 and principal structure maintain a 15’ side yard setback from the property line per section 5-6-1 E2 in the R-1 Single-family Residential District, and

WHEREAS, the property was platted and recorded with a 90’ width prior to the incorporation of the City of Prospect Heights and is legal non-conforming to the current minimum lot width per Section 5-6-1 D1, and

WHEREAS, the owner of the Property has submitted for consideration of variations to allow a 10’ reduction in the lot width from 100’ to 90’ at the front building line, and a reduction in the required interior side yards from 15’ to 10’ for the construction of new a single family residence on a legal non-conforming structure per Section 5-6-1E2 of the City of Prospect Heights Zoning Code on the property commonly known as 1418 E. Olive Street, Prospect Heights, Illinois, in the City’s R-1 Single Family Residential District; and

WHEREAS, the Plan/Zoning Board of Appeals held a public hearing on September 28, 2023 regarding said application; and

WHEREAS, the Plan/Zoning Board of Appeals voted 5-0 to recommend the Requested Variations be approved and has made the necessary finding therefore; and

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

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

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

Section 2. The Requested Variations are hereby granted.

Section 3. That these variations are conditioned upon applicant's construction of the new single-family residence in accordance with the approved site plans, Exhibit B, and documents submitted at the public hearing on this matter and with applicable codes without condition.

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

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

PASSED AND APPROVED this _____ day of October 2023.

Patrick Ludvigsen, Mayor

ATTEST:

Joanna Prisiajniouk, City Clerk

AYES:

NAYS:

ABSENT:

Published in pamphlet form: October _____, 2023.

Exhibit A

Legal Description of 1418 E. Olive Street, Prospect Heights, IL

THE WEST 90 FEET, AS MEASURED ON THE SOUTH LINE OF LOT 15 IN C. H. TAYLOR'S SECOND ARLINGTON HEIGHTS ACRES, BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF RAND ROAD IN IN COOK COUNTY, ILLINOIS.

Pin: #03-21-304-016-0000

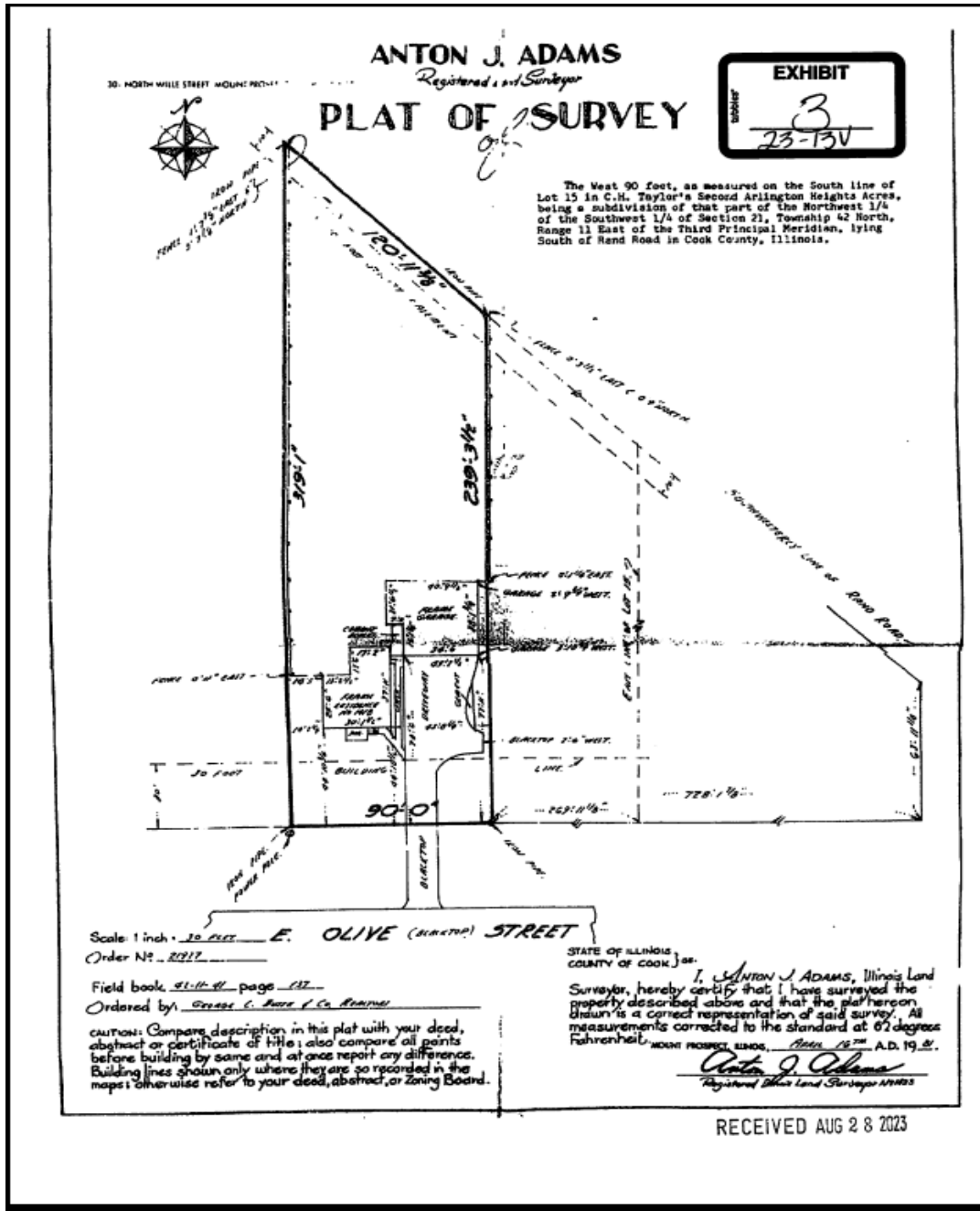
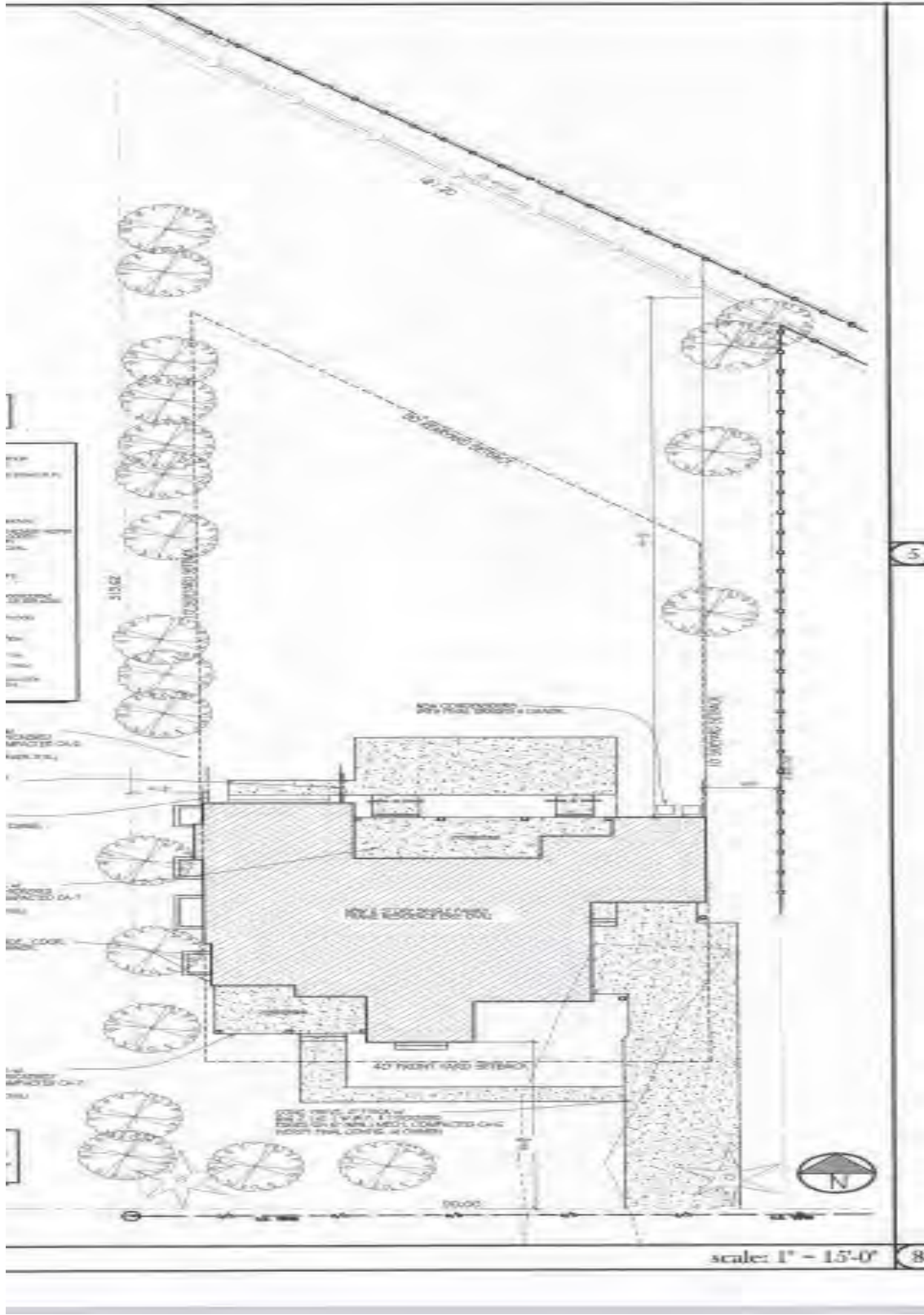


Exhibit B

Proposed site plan prepared by Lira & Associates dated 8/24/23





City of Prospect Heights

Department of Building & Zoning

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

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

www.prospect-heights.il.us

MEMORANDUM

Date: September 1, 2023

To: Chairman Kempa and Planning/Zoning Board of Appeals

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

Subject: ZBA Case No. 23-13 V – Variation to Reduce Side Yard Setback for Construction of a new Single-family Residence at 1418 E. Olive St.

Please be advised that Jack & Elizabeth Van Orden, owners of the subject property, are seeking two variations. The legally platted nonconforming lot does not meet the minimum lot width per section 5-6-1 D.

The applicants are requesting the following variations:

1. Section 5-6-1 D1 – Lot Size: Request approval a 10' reduction from the required minimum 100' front building line width to 90'; and
2. Section 5-6-1 E2 – Yard Areas: Request a reduction of the required side yard setback from 15' to 10'.

Purpose: For the construction of a new single-family home on a buildable legal non-conforming lot.

The buildable legal non-conforming lot was platted prior to the establishment of the City of Prospect Heights. The lot meets other lot size and yard area requirements.

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

Thank you.

PZBA Meeting

Case #23-13 V
1418 E. Olive St., Prospect Heights. IL

[illegible]



FOR OFFICE USE ONLY:
FEE PAID 8/28/23
DATE 8/15/23
RECV'D BY gm
CASE # 23-13V
MEETING DATE 9/28/23

PLAN/ZONING BOARD OF APPEALS
APPLICATION

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

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

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

APPLICANT:
ADDRESS:

Jack Van Doren + Elizabeth Van Doren
1101 H. STRATFORD
ARLINGTON HTS. IL 60004

PHONE:

847.917.1337

E-MAIL:

LDVANORDEN@GMAIL.COM

ADDRESS OF SUBJECT PROPERTY:

1418 E. OLIVE ST.

PROPERTY IS LOCATED IN THE R1 ZONING DISTRICT.

APPLICABLE SECTION OF ORDINANCE:

5.6.1 E2 YARD AREA

DESCRIPTION OF REQUEST:

SIDE YARD VARIANCE FOR LEGAL NON-CONFORMING

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

Has the property been the subject of previous or pending administrative legislative or court action:

YES _____ NO X If yes, give details: _____

The follow items MUST be submitted at time of filing:

1. Application (12 copies)
2. Plat of Survey (12 copies) – must be drawn to scale and indicate the location of the proposed addition or construction and must contain the legal description of the property, along with additional information to support the application. (12 copies) *Note - please include one copy for file no longer than 11x17.
3. Proof of Ownership (1 copy)
4. Letter indicating Hardship (for variations only 12 copies)
5. Application Fee (cash or check made payable to: City of Prospect Heights)
6. Notice to Property Owners (1 copy) – will be supplied to you by the City of Prospect Heights.
7. List of Property Owners (1 copy) for Notice to Property Owners mailing - will be supplied to you by the City of Prospect Heights.

8/29/23
Date:

Elizabeth Van Doren
Signature of Applicant

RECEIVED AUG 28 2023



25 August 2023

City of Prospect Heights
8 North Elmhurst Rd.
Prospect Heights, IL 60070

Re: Side Yard Zoning Variance For Legal Non-Conforming Lot

PROJECT: Van Orden Residence
1418 E. Olive Street
Prospect Heights, IL

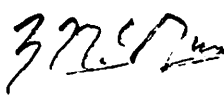
Dear City Zoning Board Member,

We are requesting your approval for our variance request of a Side Yard Variance to our Legal Non-Conforming property to reduce the Side Yard Setback from 15' to 10', so we can build our new dream home. Our home is simply designed, for our long term needs. Unfortunately, our lot is not the 100' minimum lot width required by the City, which would allow us to build our home without requesting a Zoning Variance, as our lot was Platted prior to the current Zoning Codes. Our new home is 70' wide, which is the width of homes of other properties allowed by the Current Zoning Code.

The home we have designed shall not alter the essential character of the neighborhood, rather will be an excellent addition to the neighborhood. The home is designed in a "Modern Farmhouse" style, with façade "reliefs and setbacks". These setbacks and reliefs allow the house to not impair any supply of light and/or air to adjacent properties, and truly is in harmony with the spirit and intent of this neighborhood and Ordinance.

Please feel free to contact us should you have any questions.
Thank you for your Consideration with our request.

Sincerely,

 
Jack and Elizabeth Van Orden

RECEIVED AUG 28 2023

ANTON J. ADAMS

Registered Land Surveyor

30 NORTH WILLE STREET MOUNT PROSPECT

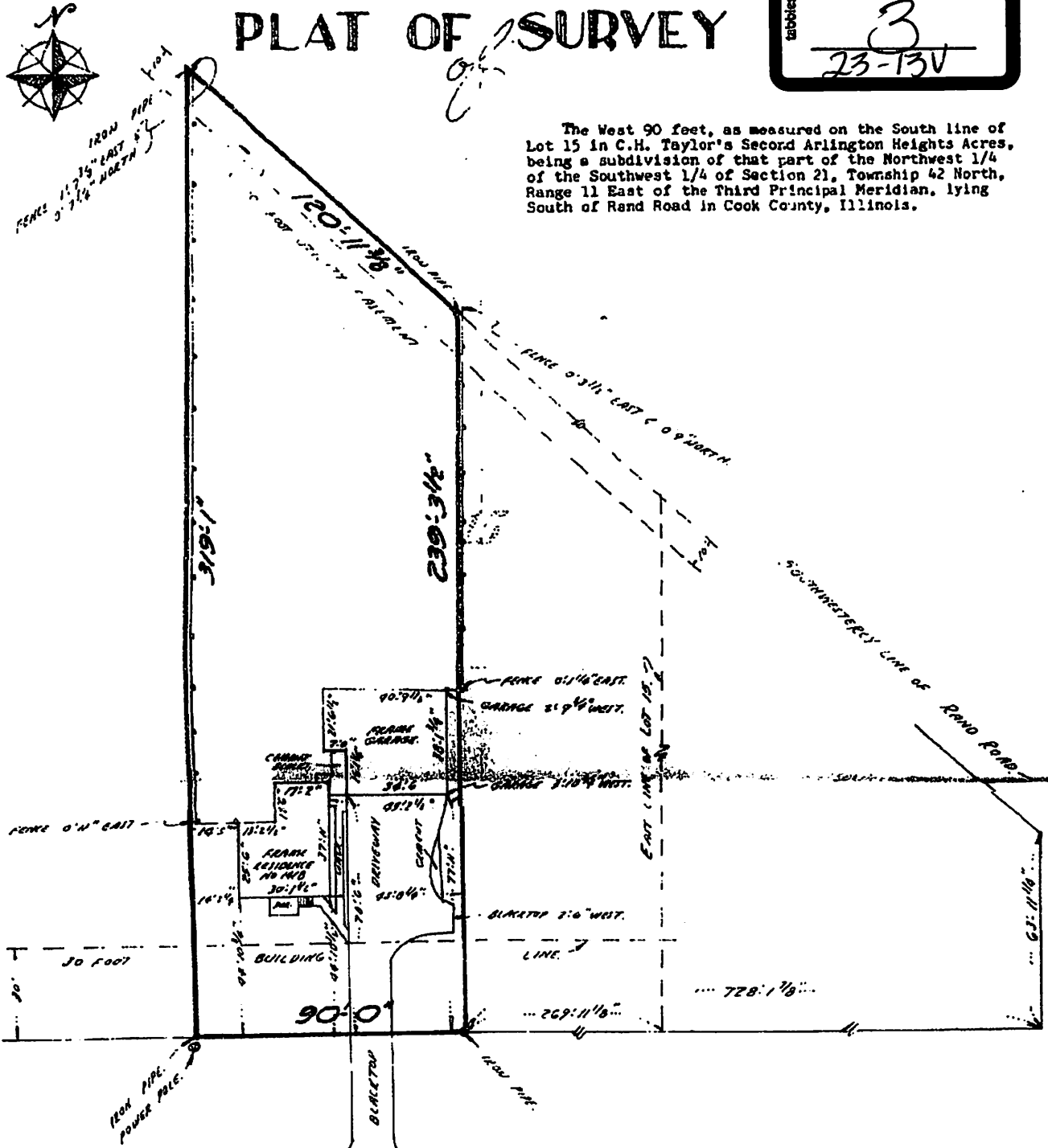
EXHIBIT

tabbies

3
23-13V

PLAT OF SURVEY

The West 90 feet, as measured on the South line of Lot 15 in C.H. Taylor's Second Arlington Heights Acres, being a subdivision of that part of the Northwest 1/4 of the Southwest 1/4 of Section 21, Township 42 North, Range 11 East of the Third Principal Meridian, lying South of Rand Road in Cook County, Illinois.



Scale: 1 inch = 30 FEET E. OLIVE (BLANKET) STREET

Order No. 21217

Field book 41-14-41 page 137

Ordered by: GEORGE L. BURS & Co. REALTOR

CAUTION: Compare description in this plat with your deed, abstract or certificate of title; also compare all points before building by same and at once report any difference. Building lines shown only where they are so recorded in the maps; otherwise refer to your deed, abstract, or Zoning Board.

STATE OF ILLINOIS
COUNTY OF COOK } ss.

I, ANTON J. ADAMS, Illinois Land Surveyor, hereby certify that I have surveyed the property described above and that the plat hereon drawn is a correct representation of said survey. All measurements corrected to the standard at 62 degrees Fahrenheit.

MOUNT PROSPECT, ILLINOIS, APRIL 16TH A.D. 1921.

Anton J. Adams
Registered Illinois Land Surveyor 114183

RECEIVED AUG 28 2023

All designs and documents produced by Lira & Associates are instruments of Lira & Associates' professional service and shall remain the property of Lira & Associates, and may not be; used, copied, reproduced, referenced or forwarded without the direct written consent of Lira & Associates for this project or any other. Doing so shall result in reimbursement for; filing costs, legal fees, architectural fees and all other expenses to Lira & Associates.

All demolition required shall include wall framing and all associated material, including but not limited to: Electrical, Mechanical, Plumbing
All work to be demolished shall be the responsibility of each individual contractor to make the necessary adjustments, temporary/permanent as required to complete work required.

All demolition work required is to be verified with existing conditions prior to any work performed. Should any trade require additional information regarding demolition work, the contractor is to contact the Architect immediately prior to any work beginning. Should the trade not receive a written directive from the Architect prior to the beginning of work, the contractor shall bear all responsibility for that portion of work, and any work affected.

Each trade understands that the Owner has requested permit plans, only, from the Architect. Typical construction details and designs are to be provided by the contractor. Should the contractor require additional information than provided on the plans, he shall contact the Architect immediately prior to any work beginning. Should the trade not receive a written directive from the Architect prior to the beginning of work, the contractor shall bear all responsibility for that portion of work, and any work affected.

All new work shall be as required by the Owner, and applicable to all codes. Demolished/Relocated systems are to be re-erected as required to provide a complete and properly operating system.

All notes depicted in the documents shall be considered typical throughout. Discrepancies within the documents or related to the work shall be verified by the Contractor. Should the contractor proceed without receiving a written directive from the Owner, then the contractor shall bear full responsibility for that portion, and any work effected by it.

DATE:	SHEET INDEX:
Zoning Variance	Title - Certification
05 Aug 2023	2/T1 - Drawing Index
	4/T1 - Sheet numbering
	6/T1 - Alternates
	8/T1 - Zoning/Codes
	12/T1 - Roof Plan
	14/T1 - Site Plan
	16/T1 - Typ. Gar. Precast

ZV1

- * ALL ALTERNATES/ADDITIONAL WORK SHALL BE INCLUSIVE OF ALL WORK REQUIRED FOR A PROPER AND COMPLETE INSTALLATION FOR THE REQUIRED WORK AND ANY WORK ASSOCIATED WITH THE PROPOSED ALTERNATE/ADDITIONAL WORK, AND ANY WORK AFFECED BY THE ALTERNATE OR ADDITIONAL WORK.
- * WORK STATED IN ALTERNATE BELOW IS GENERAL, AND NOT INCLUSIVE OF ALL WORK REQUIRED. SHOULD THE CONTRACTOR REQUIRE ADDITIONAL DETAIL OR INFORMATION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE OWNER PRIOR TO BID. OTHERWISE, ALL WORK REQUIRED SHALL BE INCLUDED WHETHER, STATED - IMPLIED - OR REQUIRED PER CODE.

ATL BID #1 - SPRAY FOAM*
 PROVIDE AN ALTERNATE BID TO PROVIDE AND INSTALL CLOSED CELL SPRAY FOAM ON ALL EXTERIOR WALLS AND RIM JOISTS (INCL. BASEMENT) IN LIEU OF BATT INSULATION. ALTERNATE BID SHALL INCLUDE UPGRADE TO HVAC SYSTEM TO PROVIDE FRESH AIR SUPPLY MIX AS REQ'D. BY DESIGN.
 ALTERNATE BID SHALL BE INCLUSIVE ALL WORK REQUIRED FOR A COMPLETE SYSTEM.

***ATL BID #2 - BASEMENT WD. FRAMING**
 PROVIDE A DEDUCTIVE ALTERNATE TO FRAME BASEMENT IN 2X6 WOOD IN-LIEU OF METAL FRAMING.

A10 - Building Section: (East/West)
Building Section: (North/South)
Typical Garage Section

13	9	5	1	IA
14	10	6	2	
15	11	7	3	
16	12	8	4	

4 Typ. Sheet Numbering Layout

LOT AREA		25,161.0 sf
<u>Village Requirements</u>	<u>Allowed</u>	<u>Proposed</u>
Max Bldg. Lot Coverage (20%):	5,032.2 sf	3,489.0 sf
Max. Floor to area ratio: (25%)	6,290.25 sf	4,827.2 sf

scale: none

Scale: None

scale: 1/8" = 1'-0"

" 4 Typ. Sheet Numbering Layout

16 Site Plan

THE GENERAL CONTRACTOR IS RESPONSIBLE FOR MAINTAINING, DISPLAYING AND CONDITION OF ARCHITECT SHALL PROVIDE BY ARCHITECT, THROUGHOUT DURATION OF PROJECT.

THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SURFACE SIGNALS (SEE 5.1.3) TO ALL EXISTING AND NEW TRENCHES, AND TO ALL GENERAL CONTRACTOR'S EROSION CONTROL.

EXISTING DRAINAGE PATTERN SHALL BE MAINTAINED DURING AND AFTER COMPLETION OF CONSTRUCTION. MODIFY NEW DRAINAGE AS REQUIRED BY NEW DRAINAGE TO COMPLY WITH EXISTING DRAINAGE PATTERN.

ALL EXISTING LANDSCAPING, NOT EFFECTED BY NEW CONSTRUCTION, TO REMAIN. CONTRACTOR SHALL VERIFY LANDSCAPING TO BE REMOVED OR OWNERS PRIOR TO REMOVAL.

ROUGH GRADES AND FINAL GRADES TO BE VERIFIED IN FIELD BY CONTRACTOR TO PROTECT PROPER DRAINAGE. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING AND NEW ADDITIONAL SLOPE ELEVATION MAY BE REQUIRED TO FURTHER IMPROVE, INDIAN MOBILE, AND TO CORRECT ANY RECORD DRAWING ERRORS. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ANY EXCESSIVE EROSION.

THE OVERALL DRAINAGE PATTERN OF SURFACE WATER FROM THIS PROPERTY SHALL NOT BE ALTERED BY THE PROPOSED CONSTRUCTION.

IN THE EVENT THE CONTRACTOR MUST ALTER THE EXISTING SURFACE WATER RUNOFF, IT SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS:

THE DRAINAGE SERVICE MUST NOT BE ALLOWED TO DETRIMENTAL TO THE SITE, SIGNIFICANTLY AFFECT THE SITE SERVICABILITY OR MAY BE REDUCED, IT WILL HAVE TO BE REPAIRED OR REPLACED, IF ANY DAMAGE OCCURRED WITHIN THE VILLAGE RIGHT OF WAY SHALL BE RESTORED WITH SOD.

ALL SWAMP PLOTS AND DOWNSPROUTS MUST BE DIRECTED TOWARD THE FRONT AND/OR REAR OF THE PROPERTY. FURTHERMORE, THE DRAINAGE SERVICE MUST NOT BE ALLOWED TO DISCHARGE WITHIN THE S.O. OF THE FOUNDATION AND AT LEAST 3' FROM ANY PROPERTY LINE.

THE EXISTING PRAIRIE TREES, IF ANY, MUST BE PROTECTED IN ACCORDANCE WITH THE VILLAGE RIGHT OF WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND THE VIGILANCE OF THE NEW WATER SERVICE TO BE PROTECTED BY ENCLOSING THEM WITH A FENCE TO BE INSTALLED BY THE CONTRACTOR.

THE EROSION CONTROL IS RESPONSIBLE FOR METHODS AND MEANS OF EROSION CONTROL TO BE USED TO PREVENT EROSION OF THE PROPERTY. THE CONTRACTOR SHALL BE RESPONSIBLE TO START OF ANY WORK, OR AS ASSUMES ALL RESPONSIBILITY.

GENERAL NOTE:
All notes depicted in the documents shall be considered typical throughout. Discrepancies within the documents or related to the work shall be verified by the Contractor. Should the contractor proceed without receiving a written directive from the Owner, then the contractor shall bear full responsibility for that portion, and any work effected by it.

CONC. DRIVE- 6" THICK w/
6x6 2.1x2.1 W.W.F. & THICKENED
EDGES ON 6" (MIN.) MECH. COMPACTED CA-G
OVERLAY FINAL CONCRETE CHAIRS

scale: 1" = 15'-0"



2015 S. Arlington Hts. Rd.
Suite 118 C
Arlington Heights, IL 60005
Phone 847.956.7100
Fax 847.956.7170

All designs and documents produced by Lira & Associates are instruments of Lira & Associates' professional service and shall remain the property of Lira & Associates, and may not be used, copied, reproduced, referenced or forwarded without the direct written consent of Lira & Associates for this project or any other. Doing so shall result in reimbursement for; filing costs, legal fees, architectural fees and all other expenses to Lira & Associates.

MISCELLANEOUS NOTE:

- > All demolition required shall include wall framing and all associated material, including but not limited to: Electrical, Mechanical, Plumbing
- > All work to be demolished shall be the responsibility of each individual contractor to make the necessary adjustments, temporary/permanent as required to complete work required.
- > All demolition work required is to be verified with existing conditions prior to any work performed. Should any trade require additional information regarding demolition work, the contractor is to contact the Architect immediately prior to any work beginning. Should the trade not receive a written directive from the Architect prior to the beginning of work, the contractor shall bear all responsibility for that portion of work, and any work affected.
- > Each trade understands that the Owner has requested permit plans, only, from the Architect. Typical construction details and designs are not provided as per the Owner. Should the contractor require additional information than provided on the plans, he shall contact the Architect immediately prior to any work beginning. Should the trade not receive a written directive from the Architect prior to the beginning of work, the contractor shall bear all responsibility for that portion of work, and any work affected.
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Van Orden Res

L&A #223 - Van Orden Res

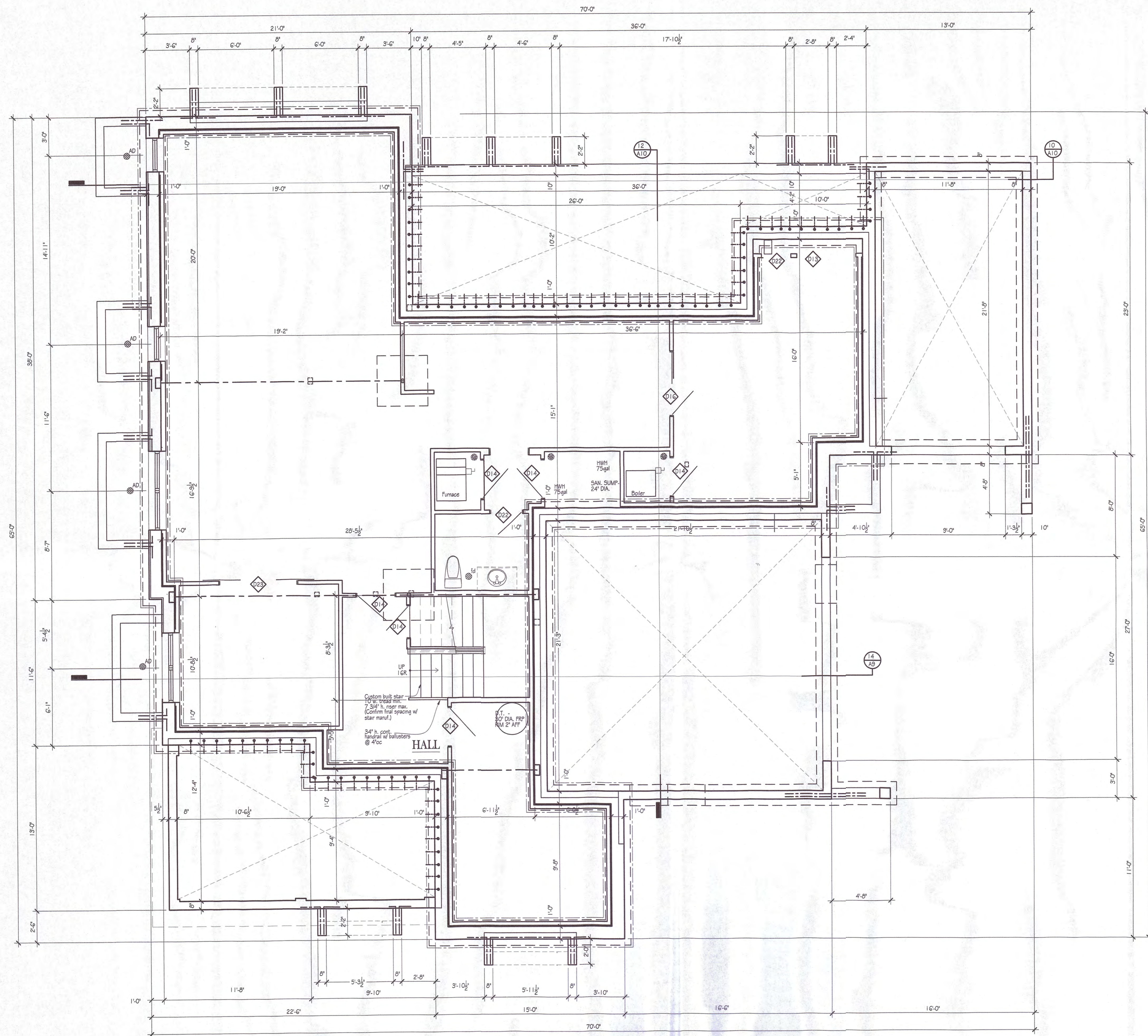
1418 E. Olive St
Arlington Heights, IL 60004
847.909.7479

New House

DATE: 25 Aug 2023
Zoning Variance 16/A2 - Foundation Plan

SHEET INDEX:
16/A2 - Foundation Plan

ZV2





2015 S. Arlington Hts. Rd.
Suite 118 C
Arlington Heights, IL 60005
Phone 847.956.7100
Fax 847.956.7170

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Van Orden Res

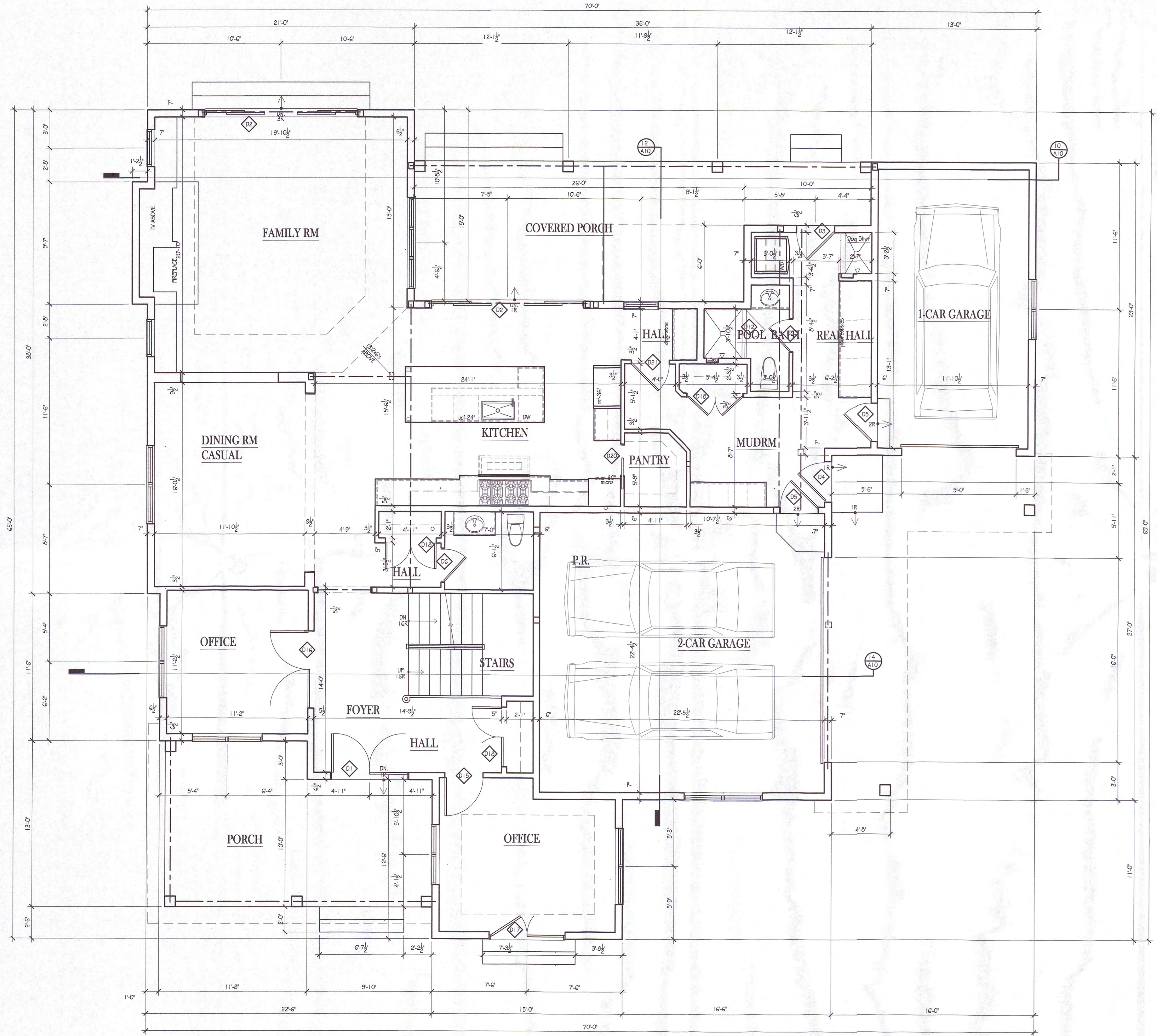
I&A #223 - Van Orden Res

1418 E. Olive St
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847.909.7479

New House

DATE: Zoning Variance 25 Aug 2023	SHEET INDEX: 12/A3 - First Floor Plan 16/A3 - Door Schedule
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ZV3





2015 S. Arlington Hts. Rd.
Suite 118 C
Arlington Heights, IL 60005
Phone 847.956.7100
Fax 847.956.7170

All designs and documents produced by Lira & Associates are instruments of Lira & Associates' professional service and shall remain the property of Lira & Associates, and may not be used, copied, reproduced, referenced or forwarded without the direct written consent of Lira & Associates for this project or any other. Doing so shall result in reimbursement for; filing costs, legal fees, architectural fees and all other expenses to Lira & Associates.

- MISCELLANEOUS NOTE:
- > All demolition required shall include wall framing and all associated material, including but not limited to: Electrical, Mechanical, Plumbing
 - > All work to be demolished shall be the responsibility of each individual contractor to make the necessary adjustments, temporary/permanent as required to complete work required.
 - > All demolition work required is to be verified with existing conditions prior to any work performed. Should any trade require additional information regarding demolition work, the contractor is to contact the Architect immediately prior to any work beginning. Should the trade not receive a written directive from the Architect prior to the beginning of work, the contractor shall bear all responsibility for that portion of work, and any work affected.
 - > Each trade understands that the Owner has requested permit plans, only, from the Architect. Typical construction details and designs are not provided as per the Owner. Should the contractor require additional information than provided on the plans, he shall contact the Architect immediately prior to any work beginning. Should the trade not receive a written directive from the Architect prior to the beginning of work, the contractor shall bear all responsibility for that portion of work, and any work affected.
 - > All new work shall be as required by the Owner, and applicable to all codes. Demolished/Relocated systems are to be rerouted as required to provide a complete and properly operating system.
 - > All notes depicted in the documents shall be considered typical throughout. Discrepancies within the documents or related to the work shall be verified by the Contractor. Should the contractor proceed without receiving a written directive from the Owner, then the contractor shall bear full responsibility for that portion, and any work effected by it.

Van Orden Res

I&A #223 - Van Orden Res

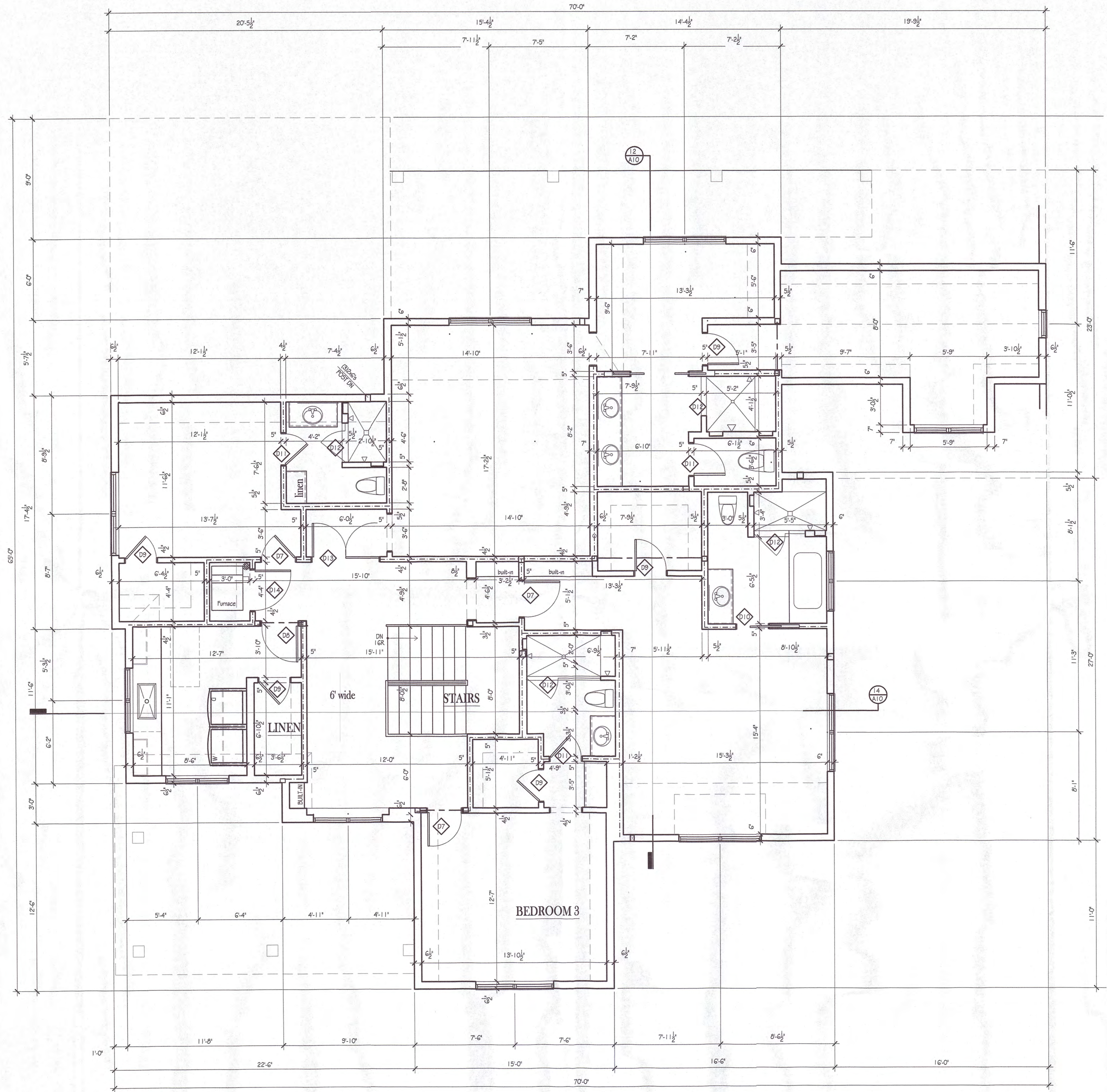
1418 E. Olive St
Arlington Heights, IL 60004
847.909.7479

New House

DATE: Zoning Variance 25 Aug 2023

SHEET INDEX:
16/A5 - Second Floor Plan

ZV4

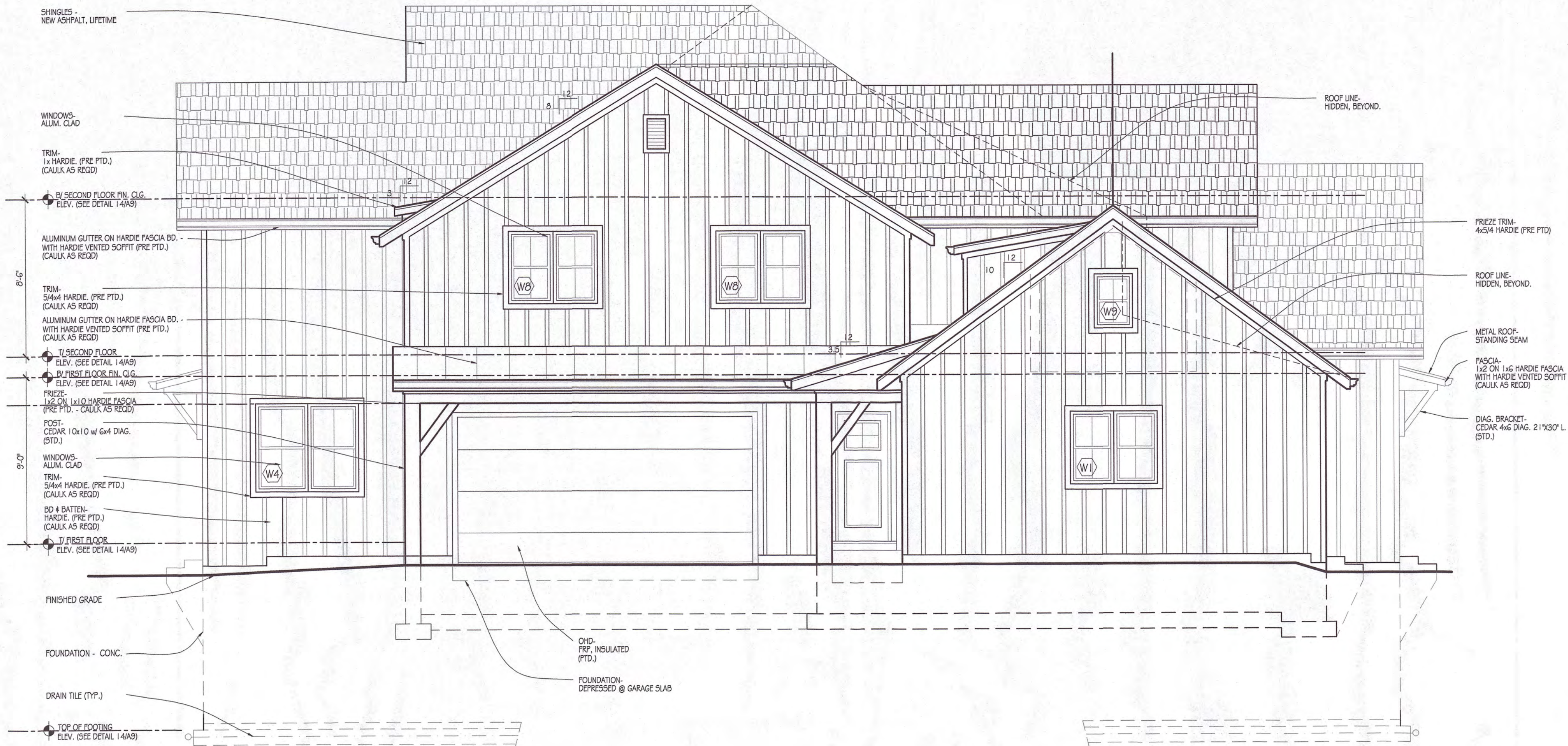




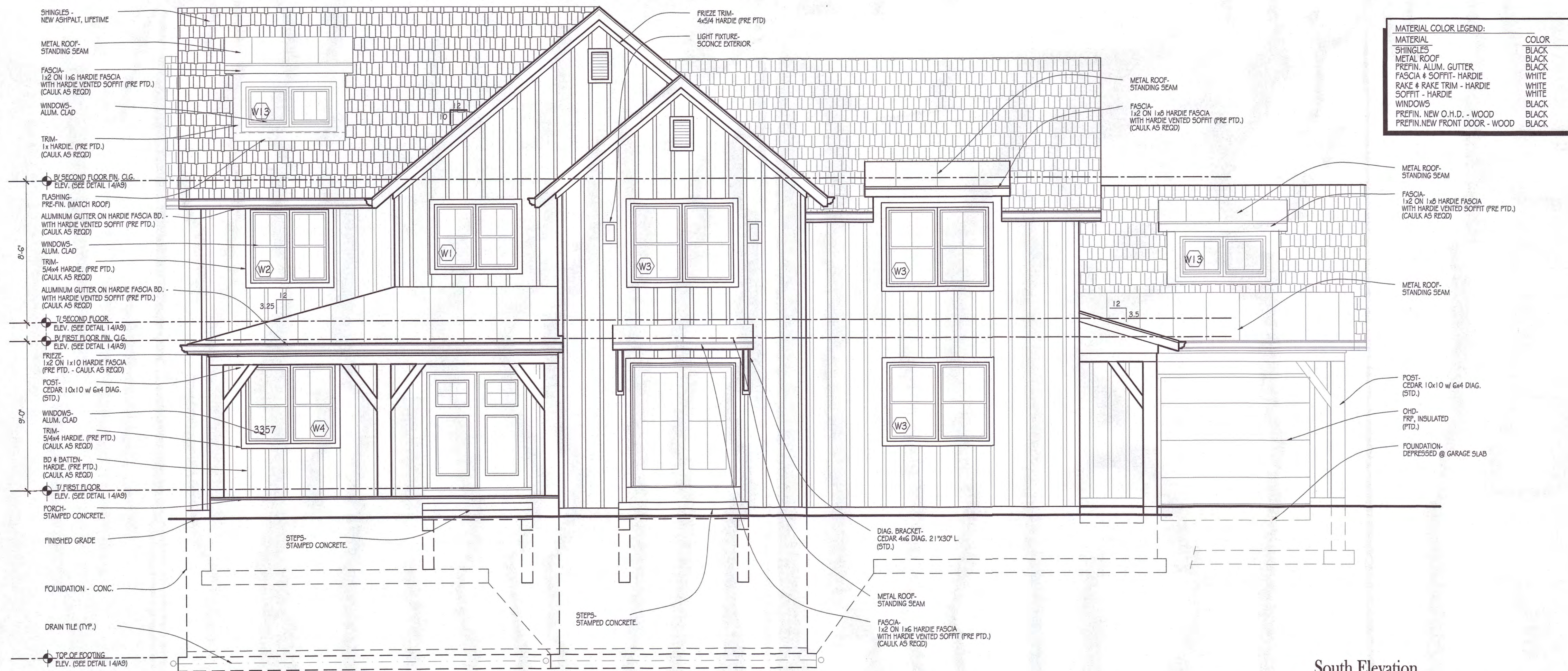
2015 S. Arlington Hts. Rd.
Suite 118 C
Arlington Heights, IL 60005
Phone 847.956.7100
Fax 847.956.7170

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> All notes depicted in the documents shall be considered typical throughout. Discrepancies within the documents or related to the work shall be verified by the Contractor. Should the contractor proceed without receiving a written directive from the Owner, then the contractor shall bear full responsibility for that portion, and any work effected by it.



East Elevation



South Elevation

MATERIAL COLOR LEGEND:	
MATERIAL	COLOR
SHINGLES	BLACK
METAL ROOF	BLACK
PREFIN. ALUM. GUTTER	BLACK
FASCIA & SOFFIT - HARDIE	WHITE
RAKE & RAKE TRIM - HARDIE	WHITE
SOFFIT - HARDIE	WHITE
WINDOWS	BLACK
PREFIN. NEW O.H.D. - WOOD	BLACK
PREFIN. NEW FRONT DOOR - WOOD	BLACK

Van Orden Res

L&A #223 - Van Orden Res

1418 E. Olive St
Arlington Heights, IL 60004
847.909.7479

New House

DATE: Zoning Variance 25 Aug 2023	SHEET INDEX: 12/A8 - Elevations- North & East 16/A8 - Window Sch.
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ZV5



2015 S. Arlington Hts. Rd.
Suite 118 C
Arlington Heights, IL 60005
Phone 847.956.7100
Fax 847.956.7170

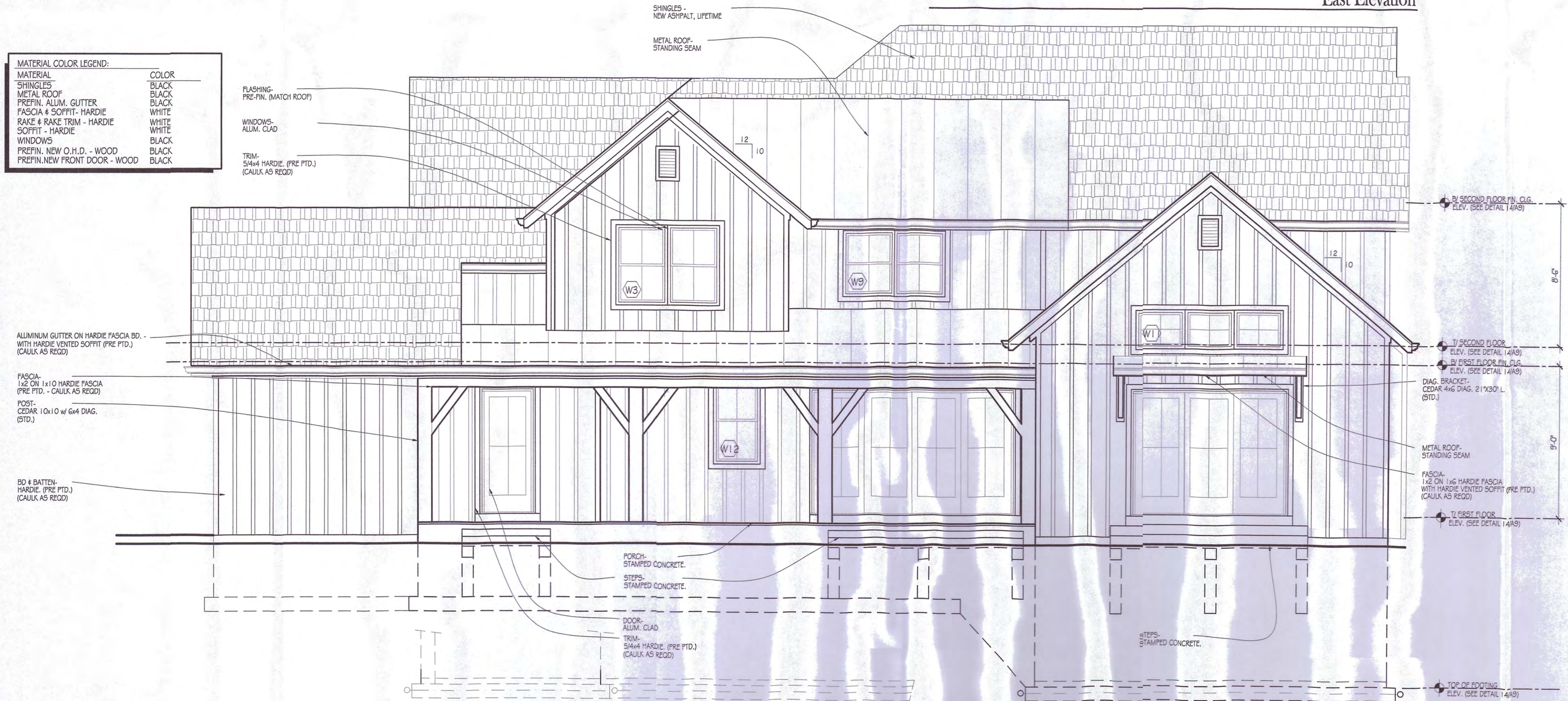
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MISCELLANEOUS NOTE:

- All demolition required shall include wall framing and all associated material, including but not limited to: Electrical, Mechanical, Plumbing
- All work to be demolished shall be the responsibility of each individual contractor to make the necessary adjustments, temporary/permanent as required to complete work required.
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East Elevation



South Elevation

MATERIAL COLOR LEGEND:	
MATERIAL	COLOR
SHINGLES	BLACK
METAL ROOF	BLACK
PREFIN. ALUM. GUTTER	BLACK
FASCIA & SOFFIT - HARDIE	WHITE
RAKE & RAKE TRIM - HARDIE	WHITE
SOFFIT - HARDIE	WHITE
WINDOWS	BLACK
PREFIN. NEW O.H.D. - WOOD	BLACK
PREFIN. NEW FRONT DOOR - WOOD	BLACK

Van Orden Res

L&A #223 - Van Orden Res

1418 E. Olive St
Arlington Heights, IL 60004
847.909.7479

New House

DATE:
Permit
23 Aug 2023

SHEET INDEX:
12/A7 - Elevations-
South & West

ZV6

Zoning Review



Date: September 20, 2023

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

Applicant: Jack & Elizabeth Van Orden

Subject Property: 1418 E. Olive Street

Application: Variation for Lot Size – Section 5-6-1 D1;
Side Yard Setback – Section 5-6-1 E2

Project: Seeking a reduction in the required side yard from 15' to 9.4'

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

Applicable Zoning & Building Code Sections: Lot Size: Section 5-6-1 D1
Yard Areas: 5-6-1 E 2 Interior Side Yards
Variation Standards 5-10-8

Current Zoning: R-1 Single Family Residential District
Current Use: Single Family Residential Permitted Use

Request: The petitioner is seeking a variation to Sections 5-6-1 D1 to approve minimum lot width reduction to 90' and 5-6-1 E2 to allow a reduction in the required interior side yard setback from 15' to 10' for both interior side yard for the proposed new single family home on existing legal non-conforming lot.

Standards for Variations:

5-10-8: VARIATIONS:

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

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

Response: 1. Existing lot was plat prior to the incorporation of the City of Prospect Heights. The lot was platted and developed with 90' width and 10' side yard setbacks under the Cook County ordinances. The lot is currently vacant. Previously, there was an older residential structure which was demolished creating a vacant legal nonconforming lot. The purpose of this variation is to permanently establish this lot as conforming to the approved variation.

2. The applicant is seeking to reduce the required side yard from 15' to 10' for the purpose of constructing a new home on the lot to the original setbacks when the lot was platted. Refer to hardship letter.

The lot complies with the other requirements for a buildable lot.

Lot Area: 25,161 sq. ft.

Setbacks:

Front Yard:	Required 40'	Proposed 40'
Side Yard Setbacks:	Required 15'	Proposed 10'
Rear Yard:	Required 50'	Proposed 50'

Lot Coverage:

Primary Structure Max 20%	Allowed: 5,032.2 sq. ft.
	Proposed: 3,489.0 sq. ft.

Floor Area Ratio Max 25%	Allowed: 6,200.25 sq. ft.
	Proposed: 4,827.2 sq. ft.

<u>Building Height:</u>	Max: 30'	Proposed: < 30'
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2. Literal interpretation of the provisions of this title would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this title.

Response: Lot size can't be increased and therefore standard is met variation. Refer to hardship letter.

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

Response: 1. Standard met

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

Response: Standard met. The applicant is proposing a new single-family home is that is in character with the surrounding neighborhood.

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

Response: **Standard is met. Was previously a legal non-conforming business use. The proposed use conforms to the requirements if the R-1 District.**

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

Response: **The overall project will not alter the essential character of the locality. The proposed new home is in character with the area.**

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

Response: **Standard met.**

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

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

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

Response: **Standard met. This case is based upon the conditions of the property.**

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

Response: **No additional conditions are necessary.**

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

Conclusion

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

Staff concurs with the request.



To: Mayor Ludvigsen and Members of the City Council

From: Joe Wade, City Administrator

Subject: Revised 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, 2023

With this memo is a proposed resolution and revised 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.

The original agreement was approved by the City and submitted to agency partners, MWRD and Cook County last year. Submission of an authorized agreement by the City was necessary to validate the project and continue its progress. Subsequent to that agreement, other prerequisite project work was completed, such as securing compensatory detention from Our Redeemer Lutheran Church and the Prospect Heights Park District. These updated project additions are reflected in the agreement. Other agreement changes from the MWRD and Cook County Legal Departments are reflected as well, such as a new MWRD purchasing act and contractor/diversity policies, operations and maintenance commitment of the improvement, liability and other items.

While MWRD and County attorneys have crafted their preferred language revisions, it is important to note the agreement does not change the scope of the improvement and its cost distribution.

Because of the referenced alterations, MWRD is requiring the City to submit an authorized, revised agreement for the continuation of this project.

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 previous 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. 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 several 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. Compensatory storm water storage and associated agreements have been secured.

The widths and alignments of the roadways will remain as 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 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 Contributions 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 DT 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 exceeds 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.

While Gewalt Hamilton engineers and I have sought the most favorable terms possible for the City, this is the document 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 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.

October, 2023	Review and Action by City Council
Advertisement of Construction Bids	Winter, 2024
Bid Opening	Winter, 2024
Construction Start	April/May 2024
Construction End	Last Quarter, 2024

RESOLUTION NO. R-23-28

A RESOLUTION AUTHORIZING THE EXECUTION OF A REVISED INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PROSPECT HEIGHTS 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 the City approved an earlier intergovernmental agreement for the project, October 10, 2022; and

Whereas, subsequent to that approval, various portions of the project have been secured, MWRD policies have changed and other changes have occurred, with MWRD requesting all parties authorize a revised intergovernmental agreement; and

Whereas, a revised intergovernmental agreement between the City, MWRD, and Cook County has been prepared as provided with this resolution;

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 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 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 9th day of October, 2023

Patrick Ludvigsen, Mayor

Attest:

Deputy City Clerk

Ayes: _____

Nays: _____

Absent: _____

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE CITY OF PROSPECT HEIGHTS, THE COUNTY OF COOK, 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”) is 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 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 Section 11-109-1 of the Illinois Municipal Code, 65 ILCS 5/11-109-1, the City has the authority to construct, repair, and regulate the use of culverts, drains, sewers, and cesspools within its corporate limits; and

WHEREAS, pursuant to Section 5-205.1 of the Illinois Highway Code, 605 ILCS 5/5-205.1, the County has the authority to initiate and oversee the construction of bridges and culverts within its corporate limits; and

WHEREAS, the County and City propose to raise Willow Road, a two-lane County road, and Owen Court, a residential street maintained by the City, for the public benefit of the reduction in flood risk resulting from the work to be performed (“Public Benefit”); and

WHEREAS, the City intends to design and construct—and the County and City intend to operate, maintain, and own—the respective improvements located in the County’s highway jurisdiction and City’s corporate limits; 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 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 (“Project”): (1) raising Willow Road over McDonald Creek Tributary A to an elevation 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. The compensatory storage required by the fill in the floodplain shall be provided at an upstream location along McDonald Creek, on parcels owned by the Prospect Heights Park District (“Park District”) and Our Redeemer Lutheran Church (“Church”), generally located near the northeast corner of Schoenbeck Road and Palatine Road. All work to design, construct, operate, and maintain the Project improvements 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. MWRDGC’s review will be as to the Public Benefit specifically.
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. MWRDGC’s review will be as to the Public Benefit

specifically. If the City does not receive comments from the County or MWRDGC 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 MWRDGC and their authorized agents shall have reasonable rights of inspection (including pre-final and final inspection) during construction of the Project. The City shall work cooperatively with the County and MWRDGC to address and resolve any concerns raised by the County and MWRDGC with respect to construction of the Project. The City shall provide not less than fourteen (14) calendar days' advance written notice to the County and MWRDGC prior to final inspection of the Project.
8. The City shall require that the construction contractor name the County and MWRDGC as additional insured parties under the construction contractor's general liability insurance policy.
9. To the extent practicable, the City, its agents, contractors, and 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.
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.

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.
12. The City must comply with the applicable portions of MWRDGC’s Affirmative Action Ordinance and Diversity Policies. Revised Appendix D governs Affirmative Action goal requirements for subcontracting with Minority- and Women-owned Business Enterprises (attached to this Agreement as Exhibit 4). Appendix V governs the diversity policy requirements for subcontracting with Veteran-owned Business Enterprises (attached to this Agreement as Exhibit 5.) Collectively these goals are referred to as “participation goals.”
13. The City **must** meet the following participation goals applicable to the Project before construction is completed:
 - a. twenty percent (20%) of the total amount of reimbursement provided by MWRDGC for the Project must be applied to work performed by Minority-owned Business Enterprises (“MBE”); and
 - b. ten percent (10%) of the total amount of reimbursement provided by MWRDGC for the Project must be applied to work performed by Women-owned Business Enterprises (“WBE”).
14. The City **should** meet the following participation goal applicable to the Project before construction is completed: three percent (3%) of the total amount of reimbursement to be provided by MWRDGC for the Project should be applied to work performed by Veteran-owned Business Enterprises (“VBE”).

15. The determination as to whether the Village has complied with the requirements of this Agreement by attaining MWRDGC's participation goals is solely in MWRDGC's discretion. If the Village fails to attain each goal as determined by MWRDGC, MWRDGC may withhold payments to the Village up to or equal to the dollar amount by which the Village failed to attain the participation goal(s).
16. The City will provide MWRDGC access to inspect, with reasonable notice, any records or documentation related to the Village's compliance with MWRDGC's participation goals and requirements.
17. To evidence compliance with MWRDGC's participation goals, the City must submit the following items to MWRDGC's Diversity Administrator after award of and prior to the start of construction: (1) a completed Utilization Plan for MBE/WBE participation, attached to this Agreement as Exhibit 6 and a completed VBE Commitment Form, attached to this Agreement as Exhibit 7; and (2) a current letter from a certifying agency that verifies as appropriate the MBE/WBE/VBE status of each vendor listed as a subcontractor on the MBE/WBE Utilization Plan and VBE Commitment Form. A certification letter will be deemed current so long as its expiration date is after the date of the Utilization Plan or Commitment Form. Failure to timely submit a Utilization Plan, Commitment Form, or certifying letter may result in a payment delay or denial.
18. Together with each and every Reimbursement Request, the Village must submit to MWRDGC the following: (1) a MBE/WBE and VBE Status Report ("Status Report"), attached to this Agreement as Exhibit 8; (2) full or partial lien waivers from the participating MBE/WBE/VBE vendors, as applicable; and (3) proof of payment to the participating MBE/WBE/VBE vendors (e.g., canceled checks), as applicable. Failure to submit a Status Report and any supporting documentation may result in a payment delay or denial.
19. 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 the City to obtain and comply with any revisions to the rates should they change throughout the duration of the Agreement.

20. 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. 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 improvements within their respective jurisdictions in accordance with the O&M Plan.
22. 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.
23. MWRDGC shall reimburse the City for percent (%) of the total construction cost of the Project, but in no event shall that amount exceed One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00) (“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%) of MWRDGC’s Maximum Reimbursement Amount at receipt of invoices for twenty-five percent (25%) completion of construction;
 - b. Twenty-five percent (25%) of MWRDGC’s Maximum Reimbursement Amount at receipt of invoices for fifty percent (50%) completion of construction;

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

The City shall submit invoices for the representative percentage of construction within thirty (30) days of meeting its respective completion percentage. 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. 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. 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 costs. The City will also contribute approximately \$[REDACTED] towards total construction costs, including construction inspection.
- 26. As of the date on which the County executed this Agreement, the County has spent approximately Sixty-Five Thousand Dollars (\$65,000) on engineering and other design-related Project costs. The County will also contribute up to Eight Hundred Seventeen Thousand Dollars (\$817,000) towards total design and construction costs for the Project.
- 27. As a condition for reimbursement, the City shall submit copies of construction invoices to MWRDGC for MWRDGC's review and approval, such approval not to be unreasonably withheld.
- 28. 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 the 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 county regulations for the construction of the Project, and shall assume any costs incurred in procuring all such consents and approvals.
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 and County must provide MWRDGC with proof of perpetual ownership or easement over the Project site within their respective jurisdictions. The executed documents establishing that the City has obtained the easements needed for the compensatory storage portion of the Project are attached as Exhibit 10 hereto.
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 easement fees, as well as any attorney's 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 within their respective jurisdictions 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.

Article 5. Maintenance

1. The County and the City, at their sole respective cost and expense, will maintain the Project within their respective jurisdictions in accordance with the MWRDGC-approved O&M Plan

for at least twenty (20) years and in doing so, shall not diminish the intended Public Benefit (as defined in the seventh “Whereas” clause above) or alternatively, the County or the City will replace the Project within their respective jurisdictions after twenty (20) years with improvements that provide equal or greater stormwater benefit to the public.

2. The County and City shall conduct annual inspections to ensure adequate maintenance of the Project in accordance with the O&M Plan approved by MWRDGC. The City shall prepare a report detailing its annual inspection, observations, and conclusions, including whether the Project is operating as designed. The annual inspection report shall be stamped by a Professional Engineer licensed by the State of Illinois or signed by the head of the department responsible for maintenance duties. The stamped or signed 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 Project upon reasonable notice to the County or City, as applicable.
4. In the event of failure by the County or City to maintain the Facilities within their respective jurisdictions as described in the approved O&M Plan to the satisfaction of the MWRDGC, MWRDGC may issue a written notice pursuant to Article 28 of this Agreement to the respective Party directing them to perform such maintenance. If maintenance has not been accomplished within ninety (90) calendar days after receipt of such notice, MWRDGC may cause such maintenance to be performed. Any maintenance performed by the MWRDGC pursuant to this Subsection will be pursuant to all applicable laws and ordinances, with the County and City agreeing to waive all applicable fees. Additionally, the County and City agree to expedite any review and approval necessary for the administration of any applicable laws and ordinances, including with respect to permit requirements. Specifically, the County and City agree to complete their review and issue any approvals or permits within fourteen (14) calendar days of the MWRDGC’s request or application, otherwise the requirements for the County’s and the City’s review and approval will be waived. The County or the City shall pay MWRDGC the entire cost MWRDGC incurred to perform the required maintenance within the County’s or the City’s jurisdiction, as applicable.

5. In the event of failure by the County or City to maintain or operate the Project in accordance with the O&M Plan, MWRDGC may demand that some or all of the funding it provided under this Agreement be returned to MWRDGC.
6. In performing 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 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 28 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) calendar 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 28 below, terminate this Agreement as it pertains to the entire Project.

Article 9. Termination by the County

Prior to commencement of construction of the Project, the County may, at its option, and upon giving notice to MWRDGC and the City in the manner provided in Article 28 below, terminate this Agreement as it pertains to the entire Project.

Article 10. Termination for Cause

If during the term of this Agreement, a Party fails to comply with any of the provisions contained in this Agreement, the compliant Party(ies) may issue written notice of the non-compliance, pursuant to Article 28 of this Agreement. The written notice will include a description of the non-compliance. If compliance has not been achieved within thirty (30) calendar days from receipt of the written notice, the compliant Party(ies) may seek to terminate this Agreement upon thirty (30) calendar days' written notice of termination. Upon receiving written notice of desire to terminate, the Parties shall commence discussion regarding conformance with the Agreement. If a resolution is reached, the Agreement shall proceed. If no resolution is reached, the Agreement shall be deemed terminated. Within thirty (30) calendar days of such termination, all funds received from MWRDGC and the County shall be returned, unless other arrangements are agreed upon in writing.

Article 11. Effective Date

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

Article 12. 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 13. Non-Assignment

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

Article 14. 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 they 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 15. Indemnification

The City shall defend, indemnify, and hold harmless MWRDGC, its Commissioners, officers, employees, and other agents (“the MWRDGC Parties”) 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 Parties and arise out of or are in any way related to: (1) the design, construction, operation, 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 City under this Agreement.

The County shall defend, indemnify, and hold harmless MWRDGC, its Commissioners, officers, employees, and other agents (“the MWRDGC Parties”) 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 Parties and arise out of or are in any way related to: (1) the operation or maintenance of any of the Project improvements within the County’s jurisdiction; or (2) the exercise of any right, privilege, or authority granted to the County under this Agreement.

Article 16. 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 17. 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) 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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 any 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.

The City agrees that it will ensure that all contractors and sub-contractors that perform work on the Project are properly registered to transact business with the Illinois Secretary of State, are properly licensed for the work to be performed, and are properly insured during the entire term of this Agreement.

Article 24. 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 25. Amendments

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

Article 26. 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 27. 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 28. 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 in Article 29 of this Agreement. 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, 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 overnight courier service, on the next business day following deposit with the overnight courier; (c) 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; 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(s), or on the next business day, if delivery was outside normal business hours of the recipient(s). In the heading of all Notices, the Parties must identify the Project by stating as follows: “IGA between Cook County, the City of Prospect Heights, and the MWRDGC for Flood Control at Willow Road on McDonald Creek Tributary A.”

Any and all Notices referred to in this Agreement, or that either Party desires to give to another shall be addressed as set forth in Article 29, unless otherwise specified and agreed to by the Parties.

Article 29. 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

For the City:
Mayor

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@mwr.org

City of Prospect Heights
8 N. Elmhurst Road
Prospect Heights, Illinois 60070
Phone: (847) 398-6070 Ext. 231
Fax: (847)-392-4244
Email: pludvigsen@prospect-heights.org

For the County:
Superintendent
Cook County Department of Transportation and Highways
69 West Washington Street, 24th Floor
Chicago, Illinois 60602
Phone: (312) 603-1601
Fax: (312) 603-9945
Email: Jennifer.Killen@cookcountyil.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, and email address of the representative for such Party for the purpose hereof.

Article 30. 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 with original signatures, unless the Parties otherwise agree to execute electronically.

Article 31. 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
- Exhibit 5:** Veteran's Business Enterprise Contracting Policy, Appendix V
- Exhibit 6:** MBE/WBE Utilization Plan
- Exhibit 7:** VBE Commitment Form
- Exhibit 8:** Affirmative Action Status Report
- Exhibit 9:** Operation and Maintenance Plan
- Exhibit 10:** Easement grants for compensatory storage areas

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago, the County of Cook, 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: _____
Patrick Ludvigsen,
Mayor

DATE:

ATTEST:

Karen Schultheis,
Deputy City Clerk

Date _____

COOK COUNTY

BY: _____

Toni Preckwinkle,
President, Board of Commissioners

DATE:

ATTEST:

County Clerk

Date _____

APPROVED AS TO FORM:

Kimberly M. Foxx, Cook County State's Attorney

By: _____

Assistant State's Attorney

RECOMMENDED BY:

Jennifer "Sis" Killen, P.E., PTOE
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:

Director of Engineering

Date: _____

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

Date: _____

General Counsel

Date: _____

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE CITY OF PROSPECT HEIGHTS, THE COUNTY OF COOK, 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”) is 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 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~~Section 11-~~109-1~~ of the Illinois Municipal Code, 65 ILCS 5/11-~~109-1~~, the City has the authority to ~~improve~~construct, repair, and maintain waterways~~regulate~~

the use of culverts, drains, sewers, and flood control structures cesspools within its corporate limits; and

WHEREAS, pursuant to Section 5-205.1 of the Illinois Highway Code, 605 ILCS 5/5-205.1, the County has the authority to initiate and oversee the construction of bridges and culverts within its corporate limits; and

WHEREAS, the County and City propose to raise Willow Road, a 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 the reduction in flood risk resulting from the work to be performed (“Public Benefit”); and

WHEREAS, the City intends to design and construct—and the County and City intend to operate, maintain, and own—the aforementioned respective improvements (“Project”); located in the County’s highway jurisdiction and City’s corporate limits; 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 [REDACTED], MWRDGC’s Board of Commissioners authorized MWRDGC to enter into an intergovernmental agreement with the County and City; and

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

WHEREAS, on [REDACTED], 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 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~~Project"):
(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~~The compensatory storage locations will be finalized after being evaluatedrequired by the City, fill in coordination with MWRDGCthe floodplain shall be provided at an upstream location along McDonald Creek, on parcels owned by the Prospect Heights Park District ("Park District") and the County. Our Redeemer Lutheran Church ("Church"), generally located near the northeast corner of Schoenbeck Road and Palatine Road.
All work to design, construct, operate, and maintain the ~~Facilities~~Project improvements 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. MWRDGC's review will be as to the Public Benefit specifically.

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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. MWRDGC's review will be as to the Public Benefit specifically. If the City does not receive comments from the County ~~and/or MWRDGC~~ 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~~ MWRDGC and their authorized agents shall have reasonable rights of inspection (including pre-final and final inspection) during construction of the Project. The City shall work cooperatively with the County and MWRDGC to address and resolve any concerns raised by the County and MWRDGC with respect to construction of the Project. The City shall provide not less than fourteen (14) calendar days' advance written notice to the County and MWRDGC prior to final inspection of the Project.
8. The City shall require that the construction contractor name the County and MWRDGC as ~~an~~ additional insured parties under the construction contractor's general liability insurance policy.
9. To the extent practicable, the City, its agents, contractors, ~~or~~ and 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.
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

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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.

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.
12. The City must comply with the applicable portions of MWRDGC's Affirmative Action Requirements Ordinance and Diversity Policies. Revised Appendix D governs Affirmative Action Ordinance goal requirements for subcontracting with Minority- and Women-owned Business Enterprises (attached ~~hereto~~ to this Agreement as Exhibit 4). Affirmative Action goals for Appendix V governs the Project are: twenty percent (20%) of the total amount of Project-related reimbursement to be provided by MWRDGC diversity policy requirements 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 subcontracting with Veteran-owned Business Enterprises ("WBE"), and ten percent (10%) of the total amount of Project-related reimbursement (attached to this Agreement as Exhibit 5.) Collectively these goals are referred to be provided by MWRDGC for Small Business Enterprises ("SBE") as "participation goals."
13. The City will comply with MWRDGC's Affirmative Action must meet the following participation goals with respect applicable to that portion of the Project cost for which MWRDGC has contributed funds, before construction is completed:

- a. twenty percent (20%) of the total amount of reimbursement provided by MWRDGC for the Project must be applied to work performed by Minority-owned Business Enterprises (“MBE”); and
- b. ten percent (10%) of the total amount of reimbursement provided by MWRDGC for the Project must be applied to work performed by Women-owned Business Enterprises (“WBE”).

14. The City **should** meet the following participation goal applicable to the Project before construction is completed: three percent (3%) of the total amount of reimbursement to be provided by MWRDGC for the Project should be applied to work performed by Veteran-owned Business Enterprises (“VBE”).

~~13.~~15. The determination as to whether the CityVillage has complied with ~~these Affirmative Action~~the requirements of this Agreement by attaining MWRDGC’s participation goals is solely in MWRDGC’s discretion. If the CityVillage fails to ~~fully comply with these Affirmative Action goals, attain each goal~~as determined by MWRDGC, MWRDGC may withhold payments to the CityVillage up to or equal to the dollar amount by which the CityVillage failed to ~~meet~~attain the ~~Affirmative Action~~participation goal(s).

~~14.~~16. The City will provide ~~MWRDGC will have the right to~~ access ~~and to~~ inspect, with reasonable notice, any records or documentation related to the City’s Village’s compliance with MWRDGC’s ~~Affirmative Action~~participation goals and requirements.

~~15.~~17. ~~In order to~~To evidence compliance with MWRDGC’s ~~Affirmative Action Requirements~~participation goals, the City must submit the following items to MWRDGC’s Diversity Administrator ~~after award of and~~ prior to the start of construction: (1) a completed Utilization Plan, ~~a copy of which is for MBE/WBE participation, attached hereto to this Agreement as Exhibit 56 and a completed VBE Commitment Form, attached to this Agreement as Exhibit 7;~~ and (2) a current letter from a certifying agency that verifies, as appropriate, the MBE, ~~/WBE, or SBE/VBE~~ status of each vendor listed as a subcontractor on the MBE/WBE Utilization Plan, ~~and VBE Commitment Form~~. A certification letter will be deemed current so long as its expiration date is ~~subsequent to~~after the date of the Utilization Plan, ~~or Commitment Form~~. Failure to timely submit a Utilization Plan, Commitment Form, or certifying letter may result in a payment delay ~~and/or~~ denial.

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~~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.~~

~~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).~~

~~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.~~

~~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.~~

~~20.18. Together with each and every reimbursement request~~ Reimbursement Request, the City ~~Village~~ must submit to ~~MWRDGC's Diversity Administrator~~ MWRDGC the following: (1) ~~an Affirmative Action~~ an MBE/WBE and VBE Status Report ("Status Report"), attached ~~hereto to this Agreement~~ 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.

~~21.19.~~ 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 the City to obtain and comply with any revisions to the rates should they change throughout the duration of the Agreement.

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~~22-20.~~ 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.

~~23-21.~~ 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 improvements within their respective jurisdictions in accordance with the O&M Plan.

~~24-22.~~ 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.

~~25-23.~~ MWRDGC shall reimburse the City for percent (%) of the total construction cost of the Project, but in no event shall that amount exceed One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00) (“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%) of MWRDGC’s Maximum Reimbursement Amount at receipt of invoices for twenty-five percent (25%) completion of construction ~~of the Facilities;~~

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- b. Twenty-five percent (25%) of MWRDGC's Maximum Reimbursement Amount at receipt of invoices for fifty percent (50%) completion of construction ~~of the Facilities~~;
- c. Twenty-five percent (25%) of MWRDGC's Maximum Reimbursement Amount 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~~total construction cost shall be paid upon receipt of invoices for final completion and after final inspection by MWRDGC.

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

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~~26.24.~~ 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.

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~~27.25.~~ 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 costs. The City will also contribute approximately \$[REDACTED] towards total construction costs, including construction inspection.

~~28.26.~~ As of the date on which the County executed this Agreement, the County has spent approximately Sixty-Five Thousand Dollars (\$65,000) on engineering and other design-related Project costs. The County will also contribute up to Eight Hundred ~~Seventh~~Seventeen Thousand Dollars (\$817,000) towards total design and construction costs for the Project.

~~29. As of the date MWRDGC executed this Agreement, MWRDGC has spent approximately Three Hundred Ninety Eight Thousand One Hundred Seventy Eight Dollars and 09/100 Cents (\$398,178.09) on engineering and other design-related Project costs.~~

~~30.27.~~ As a condition for reimbursement, the City shall submit copies of construction invoices to MWRDGC for MWRDGC's review and approval, such approval not to be unreasonably withheld.

~~31.28.~~ 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 the 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 ~~for~~ 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, 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 and County must provide MWRDGC with proof of perpetual ownership or easement over the Project site within their respective jurisdictions. The executed documents establishing that the City has obtained the easements needed for the compensatory storage portion of the Project are attached as Exhibit 10 hereto.

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 ~~for~~ easement ~~feefees~~, as well as any ~~attorney~~attorney's 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 within their respective jurisdictions 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 the City, at their sole respective cost and expense, ~~shall perpetually will~~ maintain the ~~Facilities and any other associated appurtenances~~Project within their respective jurisdictions in accordance with the MWRDGC-approved O&M Plan to be prepared by for at least twenty (20) years and in doing so, shall not diminish the intended Public Benefit (as defined in the seventh "Whereas" clause above) or alternatively, the County or the City and approved by MWRDGC and County will replace the Project within their respective jurisdictions after twenty (20) years with improvements that provide equal or greater stormwater benefit to the public.
2. The County and City shall conduct annual inspections to ensure adequate maintenance of the ~~Facilities and any other associated appurtenances~~Project in accordance with the O&M Plan approved by MWRDGC. The City shall prepare a report detailing its annual inspection, observations, and conclusions, including whether the ~~Facilities and any other associated appurtenances are~~Project is operating as designed, ~~functioning, and providing the intended Public Benefit~~. The annual inspection report shall be stamped by a Professional Engineer licensed by the State of Illinois. ~~The stamped or signed by the head of the department responsible for maintenance duties. The stamped or signed~~ 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~~Project upon reasonable notice to the County ~~and/or City, as applicable.~~
4. In the event of failure by the County ~~and/or~~ City to maintain the Facilities within their respective jurisdictions as described ~~above~~in the approved O&M Plan to the ~~reasonable~~ satisfaction of the MWRDGC, MWRDGC may issue a ~~thirty (30) calendar day~~ written notice ~~by certified or registered mail pursuant to the City Article 28 of this Agreement to the respective Party~~ directing ~~the City~~them to perform such maintenance. If maintenance has not been accomplished ~~on or before thirty (30)~~within ninety (90) calendar days after receipt of such notice, MWRDGC may cause such maintenance to be performed ~~and. Any maintenance performed by the MWRDGC pursuant to this Subsection will be pursuant to all applicable laws and ordinances, with the County and City agreeing to waive all applicable fees. Additionally, the County and City agree to expedite any review and approval necessary for the administration of any applicable laws and ordinances, including with respect to permit requirements. Specifically, the County and City agree to complete their review and issue any approvals or permits within fourteen (14) calendar days of the MWRDGC's request or application, otherwise the requirements for the County's and the City's review and approval will be waived. The County or~~ the City shall pay MWRDGC the entire cost MWRDGC incurred to perform the required maintenance, within the County's or the City's jurisdiction, as applicable.
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, MWRDGC may demand that some or all of the funding it provided under this Agreement be returned to MWRDGC.
6. In performing 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 ~~2628~~ 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) ~~calendar~~ 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 ~~2628~~ below, terminate this Agreement as it pertains to the entire Project.

Article 9. Termination by the County

Prior to commencement of ~~Project-related~~ construction ~~of the Project~~, the County may, at its option, and upon giving notice to MWRDGC and the City in the manner provided in Article ~~2628~~ below, terminate this Agreement as it pertains to the entire Project.

Article 10. Termination for Cause

If during the term of this Agreement, a Party fails to comply with any of the provisions contained in this Agreement, the compliant Party(ies) may issue written notice of the non-compliance, pursuant to Article 28 of this Agreement. The written notice will include a description of the non-compliance. If compliance has not been achieved within thirty (30) calendar days from receipt of the written notice, the compliant Party(ies) may seek to terminate this Agreement upon thirty (30) calendar days' written notice of termination. Upon receiving written notice of desire to terminate, the Parties shall commence discussion regarding conformance with the Agreement. If a resolution is reached, the Agreement shall proceed. If no resolution is reached, the Agreement shall be

deemed terminated. Within thirty (30) calendar days of such termination, all funds received from MWRDGC and the County shall be returned, unless other arrangements are agreed upon in writing.

Article 11. Effective Date

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

Article 12. 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 13. Non-Assignment

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

Article 14. 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~~they 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 15. Indemnification

The City shall defend, indemnify, and hold harmless MWRDGC, its Commissioners, officers, employees, and other agents ("the MWRDGC ~~Party~~Parties") 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 Parties and arise out of or are in any way related to: (1) the design, construction, operation, 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 City under this Agreement.

The County shall defend, indemnify, and hold harmless MWRDGC, its Commissioners, officers, employees, and other agents ("the MWRDGC Parties") 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 PartyParties and arise out of or are in any way related to: (1) the ~~design, construction, operation~~ or maintenance of any of the Project that is improvements within the subject of this AgreementCounty's jurisdiction; or (2) the exercise of any right, privilege, or authority granted to the ~~City~~County 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 4516. 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 4617. 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) 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 4718. 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 1819. 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 1920. 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 2021. 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 2122. 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 2223. 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 any 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.

The City agrees that it will ensure that all contractors and sub-contractors that perform work on the Project are properly registered to transact business with the Illinois Secretary of State, are properly licensed for the work to be performed, and are properly insured during the entire term of this Agreement.

Article 2324. 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 2425. Amendments

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

Article 2526. 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 2627. Judicial and Administrative Remedies

The Parties agree that this Agreement and any subsequent ~~Amendment~~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 2728. 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~~in Article 29 of this Agreement. All Notices shall be sent by personal delivery, UPS, FedEx 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 overnight courier service, on the next business day following deposit with the overnight courier; (c) 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; ~~(e) 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~~(s)~~, 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 COUNTY OF COOK, 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~~In the

heading of all Notices ~~sent hereunder,~~ the Parties must identify the Project by stating as follows:
“IGA between Cook County, the City of Prospect Heights, and the MWRDGC for Flood Control
at Willow Road on McDonald Creek Tributary A.”

Any and all Notices referred to in this Agreement, or that either Party desires to give to ~~the~~
~~other,~~another shall be addressed as set forth in ~~this~~ Article 29, unless otherwise specified and
agreed to by the Parties.

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Article 2829. 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@mwrdr.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: mdolick@prospect-heights.org~~
Email: mdolick@prospect-heights.org

For the County:
Superintendent
Cook County Department of Transportation and Highways
69 West Washington Street, 24th Floor
Chicago, Illinois 60602
Phone: (312) 603-1601
Fax: (312) 603-9945
~~Email: Jennifer.Killen@cookecountyil.gov~~

Email: Jennifer.Killen@cookcountyil.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 2930. 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 with original signatures, unless the Parties otherwise agree to execute electronically.

Article 3031, 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 6:** ~~MBE/WBE Utilization Plan~~ **Exhibit 7:** VBE Commitment Form
- Exhibit 8:** Affirmative Action Status Report
- Exhibit 9:** Operation and Maintenance Plan
- Exhibit 10:** Easement grants for compensatory storage areas

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago, the County of Cook, 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:~~BY:

Matthew Dolick,
Acting Mayor

DATE:

ATTEST:

Joanna Prisiajniouk,
City Clerk

Date _____

COOK COUNTY

~~BY:~~BY:

Toni Preckwinkle,
President, Board of Commissioners

DATE:

ATTEST:

County Clerk

Date _____

APPROVED AS TO FORM:

Kimberly M. ~~Fox~~Foxx, Cook County State's Attorney

By: _____
Assistant State's Attorney

RECOMMENDED BY:

Jennifer (“Sis”) Killen, P.E., PTOE
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.~~

- ~~(c) “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

|

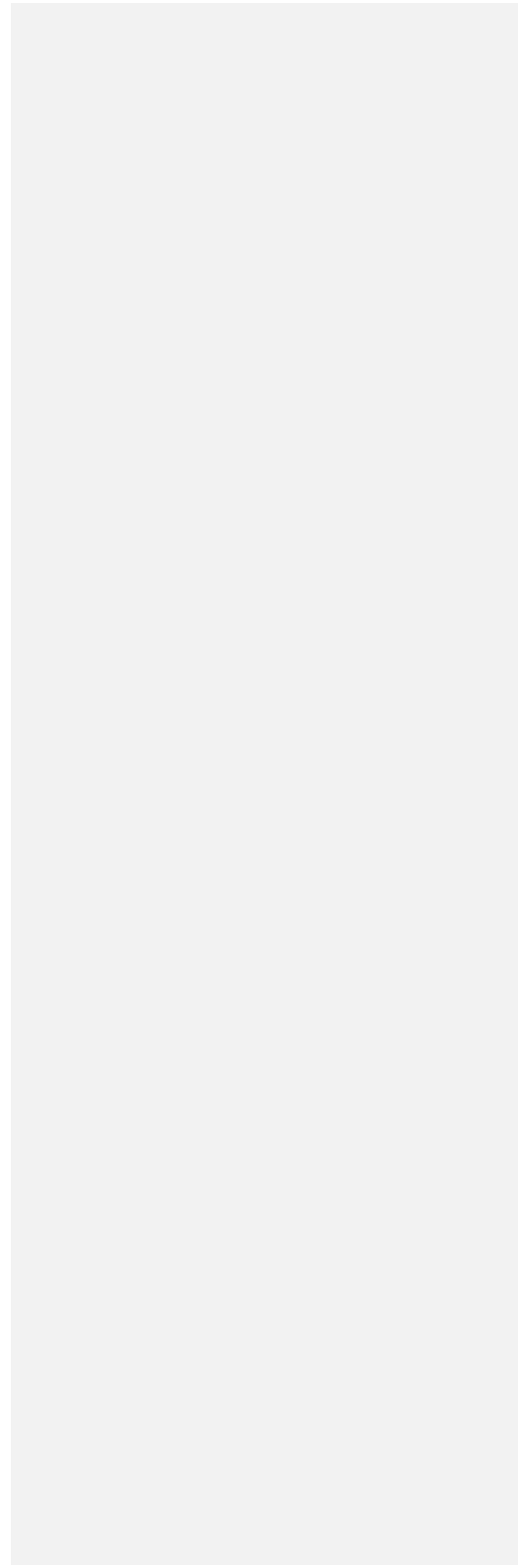


EXHIBIT 7
VBE COMMITMENT FORM

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

Formatted

EXHIBIT 9
OPERATION AND MAINTENANCE PLAN

(to be provided by the City)

OPERATION AND MAINTENANCE PLAN
WILLOW ROAD
COOK COUNTY DEPARTMENT OF TRANSPORTATION & HIGHWAYS
OWEN COURT
CITY OF PROSPECT HEIGHTS

Responsibilities:

Short-term and long-term maintenance of the stormwater system along Willow Road, Owen Court, and the adjacent drainageways are a critical component to its long-term stability. The Cook County Department of Transportation & Highways (“County”) shall be responsible for the maintenance of the stormwater system within the Willow Road right of way and drainageways within the permanent easement areas along the project corridor. The City of Prospect Heights (“City”) shall be responsible for the maintenance of the stormwater system within the Owen Court right of way and drainageways within the permanent easement areas along the project corridor.

Purpose and Objective:

Drainage systems along the project corridor must be maintained to prevent hazardous flooding of the roadway and the ponding of water on adjacent properties.

Short-Term Maintenance Program: Maintenance measures are included to prescribe the Short-Term Maintenance required for both the surface and subsurface elements to the drainage system.

Long-Term Maintenance Program: Maintenance measures are included to prescribe the Long-Term Maintenance required. Repairs or replacements of drainage elements may be needed, depending on their condition.

Maintenance Considerations:

Sediment buildup can occur in catch basins, manholes, and culverts over time. It is important that these drainage structures be cleaned several times a year to prevent the ponding of water. The frequency of the drainage element cleaning shall be determined from experience.

Cost Considerations:

Cost-benefit analysis should govern the maintenance on the drainage system. Frequent maintenance will extend the life and efficiency of the system and forgo the need for costly repairs or replacements. Drainage maintenance provisions may be adjusted based on observations made during the first year of its completion.

Record Keeping:

When maintenance is performed on the system a record shall be kept describing the maintenance activity and the associated cost to help with the evaluation of a longer-term maintenance plan. The County/City shall keep records, to be made available on request.

The County/City shall conduct annual inspections to ensure adequate maintenance. Any damage or defects noted shall be scheduled for non-routine maintenance and repaired by County/City to keep the storm sewer system and waterways in proper working order. Repairs shall be performed within 10 Business days unless the repair is deemed an emergency at which the repair will be handled immediately.

The County/City shall prepare a report detailing its annual maintenance inspection, observations, and conclusions including whether the project is operating as designed, functioning, and providing the intended public benefit. The maintenance inspection will include a record of itemized expenditures on maintenance for the previous year. 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 on January 1st.

Maintenance Plan Requirements:

General:

- _____ Garbage and debris shall be removed regularly
- _____ The roadway shall be swept and cleaned on a periodic basis
- _____ Riprap areas shall be cleaned and supplemented with new riprap of the same size should additional erosion occur

Storm Sewer System:

- _____ Catch basins shall be cleaned when more than 50% of the sump is full of sediment
- _____ Inspect inlets and pipe outlets outside of the roadway area to ensure they are free of debris and sediment
- _____ Clean sediment buildup in culverts
- _____ Inspect flared end sections to ensure they are properly attached to the culvert pipe
- _____ Inspect for differential settlement, repair when necessary

Waterways/Major Crossings:

- _____ Repair rip-rap failures or scour locations
- _____ Inspect for undermining of culverts and culvert condition
- _____ If less than 50% of vegetation has been established, supplement area with native seeding
- _____ Mowing of vegetation to a 6" height and application of herbicide treatment to control invasive species twice a year once in the spring and once in the fall.

Permanent Erosion Control Measures:

- _____ Vegetation shall be cut and maintained in ditches. Native grasses shall remain uncut.

STATE OF ILLINOIS
COUNTY OF COOK

AFFIDAVIT OF OWNERSHIP

Joe Wade, being first duly sworn on oath, deposes and says:
(Print Name of Affiant)

1. I am the City Manager of the City of Prospect Heights (City), and duly authorized to
(Print Title)

execute and deliver this affidavit to the Metropolitan Water Reclamation District of Greater Chicago ("District") for the purpose of establishing the dedication of, or ownership over, the Project site for which the parties have entered into an Intergovernmental Agreement ("IGA"), described and referred to as:

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF PROSPECT HEIGHTS, THE COUNTY OF COOK, 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

(IGA Title)

2. I caused a search of reasonably accessible real property records to be conducted, and that no evidence of dedication, perpetual easement, or ownership of the Project site was found, thus necessitating execution of this affidavit.
3. The Township represents that the site on which the Project will be constructed ("Project site") lies entirely within a dedicated public right-of-way, perpetual easement, or property owned solely by the City of Prospect Heights and is located along N. Owen Street and Owen Court from Hillcrest Drive to the end of Owen Court, in the City of Prospect Heights, Illinois as detailed in Exhibit 1.
4. The City represents that the most current Cook County Tax map (also known as "Sidwell map") depicting the area(s) encompassing the entire Project site can be found at www.cookcountyclerk.com and confirms paragraph 3 above.
5. The City represents that it will maintain an exclusive and uninterrupted property interest the Project site as a dedicated public right-of-way, perpetual easement, or solely owned property for the duration of the IGA term.
6. The City will immediately advise the District in writing of changes or modifications to the information disclosed in this Affidavit.
7. This Affidavit is made for the purpose of complying with Article 4, paragraph 1 of the IGA.

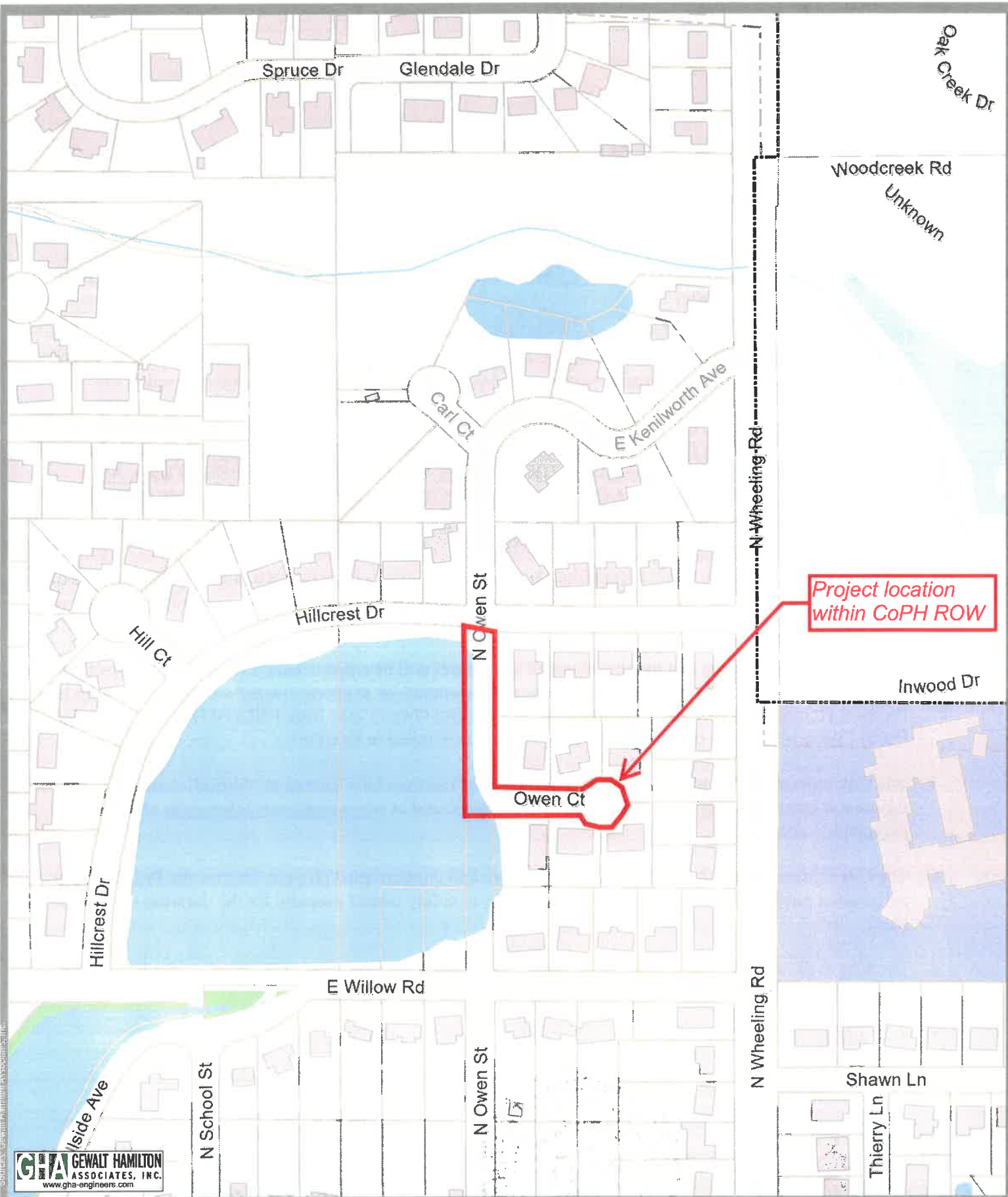
ATTEST:


(Deputy) Clerk



Joe Wade
(Affiant)

September 22, 2023
Date



GHA GEWALT HAMILTON
ASSOCIATES, INC.
www.gha-engineers.com



1 in = 300 ft

Affidavit of Ownership - Exhibit 1

City of Prospect Heights, IL

**CITY OF PROSPECT HEIGHTS
WARRANT LIST SUMMARY
10/9/2023**

Checks

General Fund	\$ 55,650.59
Motor Fuel Tax Fund	-
Tourism District	26,200.00
Solid Waste Fund	31,105.00
Drug Enforcement Agency Fund	13,869.81
Palatine Road Tax Increment Financing	-
Special Service Area #1	-
Special Service Area #2	-
Special Service Area #3	-
Special Service Area #4	-
Special Service Area #5	176.60
Special Service Area-Constr#6(Water Main)	-
Special Service Area #8 - Levee Wall #37	-
Capital Improvements	10,996.00
Special Service Area-Debt#6	-
Road Construction Debt	-
Water Fund	40,056.30
Parking Fund	179.22
Sanitary Sewer Fund	2,558.00
Road/Building Bond Escrow	8,940.00
TOTAL	\$ 189,731.52

Wire Payments

09/22/23 PAYROLL	\$ 187,668.47
	-
TOTAL WARRANT	\$ 377,399.99

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
AFLAC	399339	NOV 23 AFLAC	09/26/2023	01-000-2031	227.04	.00	
Total AFLAC:					227.04	.00	
ALLEGRA MARKETING	206161	BUSINESS CARDS - COUNCIL	09/20/2023	01-310-5300	142.00	.00	
Total ALLEGRA MARKETING:					142.00	.00	
ANDREW HART	09.29.23-SAFE	SAFETY EQUIPMENT	09/29/2023	01-340-7020	326.69	.00	
Total ANDREW HART:					326.69	.00	
BLUECROSS BLUESHIEDL OF IL	5573	OCT 23 HMO	09/15/2023	01-360-4100	5,279.07	.00	
BLUECROSS BLUESHIEDL OF IL	5573	OCT 23 HMO	09/15/2023	01-370-4101	3,218.60	.00	
Total BLUECROSS BLUESHIEDL OF IL:					8,497.67	.00	
CANON FINANCIAL SERVICES	31328596	SEP 23 COPIER	10/02/2023	01-340-7020	198.97	.00	
Total CANON FINANCIAL SERVICES:					198.97	.00	
CARDMEMBER SERVICE	09.20.23	IRC TRAINING	09/20/2023	01-340-5330	50.00	.00	
CARDMEMBER SERVICE	09.20.23	AMAZON RANGE	09/20/2023	01-360-5740	60.97	.00	
CARDMEMBER SERVICE	09.20.23	401 PIPER PW DATA	09/20/2023	01-350-5410	169.90	.00	
CARDMEMBER SERVICE	09.20.23	AT HOME STORE BATHROOM S	09/20/2023	01-360-5710	27.49	.00	
CARDMEMBER SERVICE	09.20.23	AMAZON WATER PUMP PARTS	09/20/2023	51-300-5050	20.04	.00	
CARDMEMBER SERVICE	09.20.23	AMAZON	09/20/2023	01-360-5700	29.99	.00	
CARDMEMBER SERVICE	09.20.23	801 E CAMP MCDONALD COMA	09/20/2023	51-300-5410	99.95	.00	
CARDMEMBER SERVICE	09.20.23	DEERFIELD'S BAKERY	09/20/2023	01-360-5710	49.79	.00	
CARDMEMBER SERVICE	09.20.23	TONY'S CREW MEETING	09/20/2023	01-350-5330	43.49	.00	
CARDMEMBER SERVICE	09.20.23	GOODWILL	09/20/2023	01-360-5710	7.68	.00	
CARDMEMBER SERVICE	09.20.23	COMCAST	09/20/2023	01-360-5410	211.25	.00	
CARDMEMBER SERVICE	09.20.23	ATT AUGUST 23	09/20/2023	01-320-5410	868.52	.00	
CARDMEMBER SERVICE	09.20.23	CITY HALL COMCAST	09/20/2023	01-320-5410	184.90	.00	
CARDMEMBER SERVICE	09.20.23	PRISONER MEALS	09/20/2023	01-360-5140	25.87	.00	
CARDMEMBER SERVICE	09.20.23	MARRIOTT ROSCOE TRAINING	09/20/2023	01-350-5330	1,195.60	.00	
CARDMEMBER SERVICE	09.20.23	ZOOM	09/20/2023	01-310-5300	50.00	.00	
CARDMEMBER SERVICE	09.20.23	AMAZON REFUND	09/20/2023	01-360-5740	1.62-	.00	
CARDMEMBER SERVICE	09.20.23	101 N WOLF COMCAST 8/16 - 9/	09/20/2023	52-300-5410	129.90	.00	
CARDMEMBER SERVICE	09.20.23	AMAZON SAFETY GLASSES	09/20/2023	01-350-7023	68.48	.00	
CARDMEMBER SERVICE	09.20.23	BEST BUY	09/20/2023	01-350-5700	29.99	.00	
CARDMEMBER SERVICE	09.20.23	AMAZON HALLOWEEN TREATS	09/20/2023	01-360-5710	79.61	.00	
CARDMEMBER SERVICE	09.20.23	BOUNCIE	09/20/2023	01-350-7023	16.00	.00	
CARDMEMBER SERVICE	09.20.23	FED EX OFFICE - ENVELOPES	09/20/2023	01-360-5700	212.94	.00	
CARDMEMBER SERVICE	09.20.23	AMAZON	09/20/2023	01-360-5700	39.70	.00	
CARDMEMBER SERVICE	09.20.23	WING STOP FOR MEETING	09/20/2023	01-350-5330	57.33	.00	
CARDMEMBER SERVICE	09.20.23	AMAZON REFUND	09/20/2023	01-360-5740	5.37-	.00	
CARDMEMBER SERVICE	09.20.23	AMAZON	09/20/2023	01-360-5700	40.22	.00	
CARDMEMBER SERVICE	09.20.23	AMAZON JAIL LIGHT	09/20/2023	01-350-5710	36.99	.00	
CARDMEMBER SERVICE	09.20.23	AMAZON TIMER FOR RANGE	09/20/2023	01-360-5740	129.95	.00	
CARDMEMBER SERVICE	09.20.23	USPS	09/20/2023	01-320-5200	66.00	.00	
CARDMEMBER SERVICE	09.20.23	STARBUCKS	09/20/2023	01-350-5330	13.42	.00	
CARDMEMBER SERVICE	09.20.23	AMAZON	09/20/2023	51-300-5050	20.98	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
CARDMEMBER SERVICE	09.20.23	AMAOZN JAIL LIGHT	09/20/2023	01-350-5710	36.99	.00	
Total CARDMEMBER SERVICE:					4,066.95	.00	
CHI-TOWN CLEANING SERVICE	23-0463	CUSTODIAL WORK SEPT 23	09/29/2023	01-350-5104	1,173.50	.00	
Total CHI-TOWN CLEANING SERVICES:					1,173.50	.00	
CONSERV FS INC.	101027140	09.18.23 FUEL	09/18/2023	01-350-5751	2,414.30	.00	
Total CONSERV FS INC.:					2,414.30	.00	
CONSTELLATION NEWENERGY	66263617101	AUG-SEP 23 711 ELM ST	09/28/2023	01-350-5411	522.94	.00	
CONSTELLATION NEWENERGY	66263617101	AUG-SEP 23 0 COR EUCLID	09/28/2023	01-350-5411	632.04	.00	
CONSTELLATION NEWENERGY	66263617101	AUG-SEP 23 801 E CAMP MCDL	09/28/2023	51-300-5410	2,201.03	.00	
CONSTELLATION NEWENERGY	66263617101	AUG-SEP 23 900 E OLD WLLW	09/28/2023	25-300-5050	176.60	.00	
CONSTELLATION NEWENERGY	66263617101	AUG-SEP 23 US RT 45	09/28/2023	01-350-5411	1,095.97	.00	
Total CONSTELLATION NEWENERGY INC.:					4,628.58	.00	
CPS ELK GROVE VILLAGE	1-0386138	SQUAD BREAKS	09/29/2023	01-350-5020	966.38	.00	
CPS ELK GROVE VILLAGE	35-0010851	SQUAD BATTERIES	09/29/2023	01-350-5020	285.14	.00	
Total CPS ELK GROVE VILLAGE:					1,251.52	.00	
DACRA TECH LLC	DT2023-07-12	JUL 23 SEVICE FEE	07/31/2023	01-360-5100	1,500.00	.00	
DACRA TECH LLC	DT2023-07-12	MAY 23 SERVICE FEE	07/31/2023	01-360-5100	635.48	.00	
DACRA TECH LLC	DT2023-07-12	JUNE 23 SERVICE FEE	07/31/2023	01-360-5100	852.00	.00	
Total DACRA TECH LLC:					2,987.48	.00	
DAN PETERSON	09.27.23-SAFE	SAFETY EQUIP REIMBURSEME	10/03/2023	01-340-7020	248.47	.00	
Total DAN PETERSON:					248.47	.00	
DAVID BANASZYNSKI	SEP-23	HEALTH INSPECTIONS	09/27/2023	01-340-5100	300.00	.00	
Total DAVID BANASZYNSKI:					300.00	.00	
DEKIND COMPUTER CONSULT	37014	NEW COMPUTER UPGRADES	09/22/2023	16-300-5610	3,438.51	.00	
DEKIND COMPUTER CONSULT	37166	SEP 23 TRIP CHARGES	10/02/2023	01-320-5130	105.00	.00	
DEKIND COMPUTER CONSULT	37178	PD COMPUTER EQUIPMENT	10/03/2023	01-360-5100	110.66	.00	
Total DEKIND COMPUTER CONSULTANTS:					3,654.17	.00	
DELTA DENTAL OF ILLINOIS	1729199	OCT 23 HMO DENTAL	09/30/2023	01-360-4100	106.60	.00	
DELTA DENTAL OF ILLINOIS	1729200	OCT 23 RETIREE DENTAL	09/30/2023	01-370-4101	57.34	.00	
DELTA DENTAL OF ILLINOIS	1731373	OCT 23 PPO VISION	09/30/2023	01-320-4100	32.33	.00	
DELTA DENTAL OF ILLINOIS	1731373	OCT 23 PPO VISION	09/30/2023	01-350-4100	20.60	.00	
DELTA DENTAL OF ILLINOIS	1731373	OCT 23 PPO VISION	09/30/2023	01-340-4100	26.12	.00	
DELTA DENTAL OF ILLINOIS	1731373	OCT 23 PPO VISION	09/30/2023	01-370-4101	46.40	.00	
DELTA DENTAL OF ILLINOIS	1731373	OCT 23 PPO VISION	09/30/2023	01-310-4100	6.53	.00	
DELTA DENTAL OF ILLINOIS	1731373	OCT 23 PPO VISION	09/30/2023	01-360-4100	263.56	.00	
DELTA DENTAL OF ILLINOIS	1731389	OCT HMO VISION	09/30/2023	01-360-4100	40.19	.00	
DELTA DENTAL OF ILLINOIS	1731389	OCT HMO VISION	09/30/2023	01-370-4101	12.74	.00	
Total DELTA DENTAL OF ILLINOIS:					612.41	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
DES PLAINES MATERIAL & SUP	550693	STORM PIPE	09/20/2023	01-350-5635	652.91	.00	
DES PLAINES MATERIAL & SUP	550698	STORM PIPE	09/20/2023	01-350-5635	6.50	.00	
DES PLAINES MATERIAL & SUP	550759	STORM REBUILD - COURT ST	09/20/2023	01-350-5635	875.00	.00	
Total DES PLAINES MATERIAL & SUPPLY:					1,534.41	.00	
EL-COR INDUSTRIES INC	274956	SUPPLIES	09/30/2023	01-350-5020	70.11	.00	
Total EL-COR INDUSTRIES INC:					70.11	.00	
FOOD & ALCOHOL SERVICE TR	2023-14	HEALTH INSPECTION	09/30/2023	01-340-5100	1,600.00	.00	
Total FOOD & ALCOHOL SERVICE TRAINING INC:					1,600.00	.00	
GEWALT HAMILTON ASSOCIAT	4755.210-7	CAMP MCDONALD SIDEWALK E	09/13/2023	30-550-7060	10,996.00	.00	
Total GEWALT HAMILTON ASSOCIATES INC.:					10,996.00	.00	
GLOCK, INC	SI-0833662	RANGE SUPPLIES	09/19/2023	01-360-5740	316.00	.00	
Total GLOCK, INC:					316.00	.00	
GONSALO SAINS	09.29.23-SAFE	SAFETY EQUIPMENT	09/29/2023	01-340-7020	319.98	.00	
Total GONSALO SAINS:					319.98	.00	
HILTON - CHICAGO/NORTHBRO	05.01.23 - 04.3	1ST QTR - TOURISM GRANT	09/07/2023	13-300-5920	26,200.00	.00	
Total HILTON - CHICAGO/NORTHBROOK:					26,200.00	.00	
HOME DEPOT CREDIT SERVIC	ACCT#2588 09	POLICE OUTLETS	09/28/2023	01-350-5710	26.24	.00	
HOME DEPOT CREDIT SERVIC	ACCT#2588 09	SPRINKLERS	09/28/2023	01-350-5650	47.88	.00	
HOME DEPOT CREDIT SERVIC	ACCT#2588 09	POLICE BUNK ROOM	09/28/2023	01-350-5710	139.56	.00	
HOME DEPOT CREDIT SERVIC	ACCT#2588 09	POLICE BUNK ROOM	09/28/2023	01-350-5710	14.03	.00	
Total HOME DEPOT CREDIT SERVICES:					199.65	.00	
ILLINOIS SECTION AWWA	200082981	UPDATE TRAINING - HEBER 10-	08/21/2023	51-300-5330	114.00	.00	
ILLINOIS SECTION AWWA	200083799	LOSS TRAINING - HEBER 10-19	09/29/2023	51-300-5330	72.00	.00	
Total ILLINOIS SECTION AWWA:					186.00	.00	
ILLINOIS-AMERICAN WATER C	09.20.23	1217 CAMP MCDONALD AUG 23	09/20/2023	51-300-5412	34,095.10	.00	
Total ILLINOIS-AMERICAN WATER CO.:					34,095.10	.00	
Image Systems & Business Soluti	387404	CHARGE FOR COLOR PRINTIN	09/20/2023	01-360-5220	94.14	.00	
Total Image Systems & Business Solutions:					94.14	.00	
INNOVATIVE TELEPHONE & DA	782566	OCT 23 TELEPHONE	10/01/2023	51-300-5412	22.36	.00	
INNOVATIVE TELEPHONE & DA	782566	OCT 23 TELEPHONE	10/01/2023	01-350-5410	201.33	.00	
INNOVATIVE TELEPHONE & DA	782566	OCT 23 TELEPHONE	10/01/2023	01-320-5410	521.26	.00	
INNOVATIVE TELEPHONE & DA	782566	OCT 23 TELEPHONE	10/01/2023	01-360-5410	625.03	.00	
INNOVATIVE TELEPHONE & DA	9239	911 CALL OVERAGES	09/28/2023	01-360-5410	150.00	.00	
Total INNOVATIVE TELEPHONE & DATA SOLUTION:					1,519.98	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
IUOE LOCAL 150 ADMIN	09.30.23 ADMI	LOCAL 150 ADMIN/MEMBER 09/	09/30/2023	01-000-2050	144.00	.00	
IUOE LOCAL 150 ADMIN	09.30.23 ADMI	LOCAL 150 ADMIN/MEMBER 09/	09/30/2023	01-000-2050	696.70	.00	
Total IUOE LOCAL 150 ADMIN:					840.70	.00	
JEFFREY L BAUREIS	09.13.23	ELECTRICAL INSPECTIONS 08/	09/13/2023	01-340-5100	2,103.50	.00	
Total JEFFREY L BAUREIS:					2,103.50	.00	
JG UNIFORMS INC	120773	UNIFORMS	09/20/2023	01-360-5741	64.00	.00	
Total JG UNIFORMS INC:					64.00	.00	
LAUTERBACH & AMEN LLP	82508	POL PENSION 15YR PROJCTN	09/27/2023	01-320-5100	2,000.00	.00	
Total LAUTERBACH & AMEN LLP:					2,000.00	.00	
Law Offices of John L. Fiotti	SEPTEMBER 2	ADJUDICATOR - SEPT	09/25/2023	01-324-5122	700.00	.00	
Total Law Offices of John L. Fiotti:					700.00	.00	
LEXINGTON VILLAGE OF ROB	1290571-2023.	JUL23 & SEP 23 SOFTWARE	09/30/2023	01-360-5100	417.48	.00	
Total LEXINGTON VILLAGE OF ROB ROY LLC:					417.48	.00	
LOGSDON OFFICE SUPPLY	WO-99164-1	OFFICE SUPPLIES	09/21/2023	01-360-5700	77.06	.00	
Total LOGSDON OFFICE SUPPLY:					77.06	.00	
MADISON NATIONAL LIFE	1581842	OCT 23 LIFE INSURANCE	09/01/2023	51-300-4110	10.31	.00	
MADISON NATIONAL LIFE	1581842	OCT 23 LIFE INSURANCE	09/01/2023	01-310-4110	7.58	.00	
MADISON NATIONAL LIFE	1581842	OCT 23 LIFE INSURANCE	09/01/2023	01-350-4110	40.81	.00	
MADISON NATIONAL LIFE	1581842	OCT 23 LIFE INSURANCE	09/01/2023	01-000-2030	99.00	.00	
MADISON NATIONAL LIFE	1581842	OCT 23 LIFE INSURANCE	09/01/2023	01-360-4110	205.43	.00	
MADISON NATIONAL LIFE	1581842	OCT 23 LIFE INSURANCE	09/01/2023	01-320-4110	30.94	.00	
MADISON NATIONAL LIFE	1581842	OCT 23 LIFE INSURANCE	09/01/2023	01-340-4110	41.25	.00	
Total MADISON NATIONAL LIFE:					435.32	.00	
MENARDS	23172	AUTO SHOP PARTS	09/21/2023	01-350-5020	96.93	.00	
MENARDS	23270	POLICE PAINT AND CARPET	09/24/2023	01-350-5710	595.77	.00	
MENARDS	23323	POLICE PAINT	09/25/2023	01-350-5710	60.97	.00	
Total MENARDS:					753.67	.00	
METROPOLITAN ALLIANCE OF	MAP #252 09.2	MAP #252 Dues 09/23	09/08/2023	01-000-2050	720.00	.00	
METROPOLITAN ALLIANCE OF	MAP #253 08.2	MAP #253 DUES 09/23	09/08/2023	01-000-2050	180.00	.00	
Total METROPOLITAN ALLIANCE OF POLICE:					900.00	.00	
METROPOLITAN INDUSTRIES I	INV054417	WATER SYSTEM DATA SEPT 23	09/15/2023	51-300-5100	258.00	.00	
Total METROPOLITAN INDUSTRIES INC:					258.00	.00	
MOE FUNDS	3679126	NOV23 PREMIUM-SIARA	10/04/2023	01-350-4100	1,677.00	.00	
MOE FUNDS	3679129	NOV 23 PREMIUMS	10/04/2023	53-300-4100	2,558.00	.00	
MOE FUNDS	3679129	NOV 23 PREMIUMS	10/04/2023	51-300-4100	2,558.00	.00	
MOE FUNDS	3679129	NOV 23 PREMIUMS	10/04/2023	01-350-4100	7,674.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total MOE FUNDS:					14,467.00	.00	
MPC COMMUNICATIONS & LIG	23-1148	2022 DODGE DURANGO	06/20/2023	16-500-7020	10,431.30	.00	
Total MPC COMMUNICATIONS & LIGHTING INC:					10,431.30	.00	
NAPA AUTO PARTS	6871-185836	MOWER PARTS	09/19/2023	01-350-5650	135.21	.00	
Total NAPA AUTO PARTS:					135.21	.00	
NICOR GAS	09.22.23	SEPT 23 14 E CAMP MCDONAL	09/22/2023	01-320-5410	68.47	.00	
NICOR GAS	09.22.23B	SEPT 23 101 S WOLF	09/22/2023	52-300-5410	49.32	.00	
NICOR GAS	09.22.23C	WELL HOUSE NICOR AUG 23	09/22/2023	51-300-5410	27.83	.00	
NICOR GAS	09.25.23	401 PIPER SEPT 23	09/25/2023	01-320-5410	63.56	.00	
Total NICOR GAS:					209.18	.00	
PACE ANALYTICAL SERVICES	I9570297	SEPT 23 WATER TESTING	09/30/2023	51-300-5100	556.70	.00	
Total PACE ANALYTICAL SERVICES:					556.70	.00	
Parkside Industries Corp.	22-80 BOND	22-80-1120 N FORREST	10/04/2023	72-000-2310	8,940.00	.00	
Total Parkside Industries Corp.:					8,940.00	.00	
PHOTO ENFORCEMENT PROG	170260072050	1702600720501644	10/03/2023	01-140-3500	100.00	.00	
PHOTO ENFORCEMENT PROG	170260072102	1702600721028566	10/03/2023	01-140-3500	100.00	.00	
PHOTO ENFORCEMENT PROG	23209625.7226	1702600722608241	10/03/2023	01-140-3500	100.00	.00	
PHOTO ENFORCEMENT PROG	23209625.7226	1702600723509625	10/03/2023	01-140-3500	100.00	.00	
Total PHOTO ENFORCEMENT PROGRAM:					400.00	.00	
RAY O'HERRON CO INC	2286262	UNIFORM MUSSON	08/03/2023	01-360-5741	1,278.28	.00	
RAY O'HERRON CO INC	2296094	UNIFORMS	09/21/2023	01-360-5741	773.17	.00	
RAY O'HERRON CO INC	2296233	UNIFORMS	09/22/2023	01-360-5741	35.94	.00	
RAY O'HERRON CO INC	2296682	UNIFORMS	09/25/2023	01-360-5741	248.70	.00	
Total RAY O'HERRON CO INC:					2,336.09	.00	
ROBERT W HENDRICKSEN CO	13082	TREATMENT - PD ELM	09/20/2023	01-350-5650	796.00	.00	
Total ROBERT W HENDRICKSEN CO:					796.00	.00	
ROSE MARY JURINEK	09.27.23	SEPT 23 COURT REPORTING	09/27/2023	01-360-5100	240.00	.00	
Total ROSE MARY JURINEK:					240.00	.00	
Rotary Club of River Cities	1082	SEPT QRTLY DUES LUNCHES	09/30/2023	01-360-5330	120.00	.00	
Total Rotary Club of River Cities:					120.00	.00	
SOLID WASTE AGENCY	7398	NOV 23 O&M COSTS	10/01/2023	17-300-5420	31,105.00	.00	
Total SOLID WASTE AGENCY:					31,105.00	.00	
STAPLES	8071677459	OFFICE SUPPLIES	09/21/2023	01-320-5700	82.77	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total STAPLES:					82.77	.00	
TAYLOR PLUMBING INC.	27588	BACKFLOW REPAIR CITY HALL	09/27/2023	01-350-5104	495.00	.00	
TAYLOR PLUMBING INC.	27593	BACKFLOW REPAIR PD	09/27/2023	01-350-5104	1,495.00	.00	
Total TAYLOR PLUMBING INC.:					1,990.00	.00	
T-MOBILE	09.21.23	CELL PHONES 8/21 - 9/20/23	09/21/2023	01-320-5410	40.07	.00	
T-MOBILE	09.21.23	CELL PHONES 8/21 - 9/20/23	09/21/2023	01-360-5410	367.84	.00	
T-MOBILE	09.21.23	CELL PHONES 8/21 - 9/20/23	09/21/2023	01-350-5410	320.56	.00	
T-MOBILE	09.21.23	CELL PHONES 8/21 - 9/20/23	09/21/2023	01-340-7020	80.14	.00	
Total T-MOBILE:					808.61	.00	
UNIFIRST CORPORATION	1190064350	POLICE CARPET SERVICE	09/28/2023	01-350-5104	122.43	.00	
UNIFIRST CORPORATION	1320067883	UNIFORMS 09.22.23	09/22/2023	01-350-5104	140.40	.00	
UNIFIRST CORPORATION	1320069898	UNIFORMS PW 9-29-23	09/29/2023	01-350-5104	246.38	.00	
Total UNIFIRST CORPORATION:					509.21	.00	
VILLAGE OF BUFFALO GROVE	2023-0000000	SIGNS - EVENT	09/26/2023	01-350-5721	193.60	.00	
Total VILLAGE OF BUFFALO GROVE:					193.60	.00	
Grand Totals:					189,731.52	.00	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND							
01-000-2030 WITHHOLDING INSURAN	MADISON NATIONAL LIFE	1581842	OCT 23 LIFE INSURANCE	09/01/2023	99.00	.00	
01-000-2031 WITHHOLDING - Q AFLA	AFLAC	399339	NOV 23 AFLAC	09/26/2023	227.04	.00	
01-000-2050 UNION DUES	IUOE LOCAL 150 ADMIN	09.30.23 ADMI	LOCAL 150 ADMIN/MEMBER 09/	09/30/2023	144.00	.00	
01-000-2050 UNION DUES	IUOE LOCAL 150 ADMIN	09.30.23 ADMI	LOCAL 150 ADMIN/MEMBER 09/	09/30/2023	696.70	.00	
01-000-2050 UNION DUES	METROPOLITAN ALLIANCE OF	MAP #252 09.2	MAP #252 Dues 09/23	09/08/2023	720.00	.00	
01-000-2050 UNION DUES	METROPOLITAN ALLIANCE OF	MAP #253 08.2	MAP #253 DUES 09/23	09/08/2023	180.00	.00	
Total :					2,066.74	.00	
PUBLIC SAFETY FINES & FEES							
01-140-3500 TRAFFIC FINES	PHOTO ENFORCEMENT PROG	170260072050	1702600720501644	10/03/2023	100.00	.00	
01-140-3500 TRAFFIC FINES	PHOTO ENFORCEMENT PROG	170260072102	1702600721028566	10/03/2023	100.00	.00	
01-140-3500 TRAFFIC FINES	PHOTO ENFORCEMENT PROG	23209625.7226	1702600722608241	10/03/2023	100.00	.00	
01-140-3500 TRAFFIC FINES	PHOTO ENFORCEMENT PROG	23209625.7226	1702600723509625	10/03/2023	100.00	.00	
Total PUBLIC SAFETY FINES & FEES:					400.00	.00	
CITY COUNCIL & BOARDS							
01-310-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1731373	OCT 23 PPO VISION	09/30/2023	6.53	.00	
01-310-4110 LIFE INSURANCE COUN	MADISON NATIONAL LIFE	1581842	OCT 23 LIFE INSURANCE	09/01/2023	7.58	.00	
01-310-5300 ALDERMANIC EXPENSE	ALLEGRA MARKETING	206161	BUSINESS CARDS - COUNCIL	09/20/2023	142.00	.00	
01-310-5300 ALDERMANIC EXPENSE	CARDMEMBER SERVICE	09.20.23	ZOOM	09/20/2023	50.00	.00	
Total CITY COUNCIL & BOARDS:					206.11	.00	
ADMINISTRATION							
01-320-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1731373	OCT 23 PPO VISION	09/30/2023	32.33	.00	
01-320-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1581842	OCT 23 LIFE INSURANCE	09/01/2023	30.94	.00	
01-320-5100 PROFESSIONAL SERVIC	LAUTERBACH & AMEN LLP	82508	POL PENSION 15YR PROJCTN	09/27/2023	2,000.00	.00	
01-320-5130 COMPUTER CONSULTAN	DEKIND COMPUTER CONSULT	37166	SEP 23 TRIP CHARGES	10/02/2023	105.00	.00	
01-320-5200 POSTAGE	CARDMEMBER SERVICE	09.20.23	USPS	09/20/2023	66.00	.00	
01-320-5410 UTILITIES	CARDMEMBER SERVICE	09.20.23	ATT AUGUST 23	09/20/2023	868.52	.00	
01-320-5410 UTILITIES	CARDMEMBER SERVICE	09.20.23	CITY HALL COMCAST	09/20/2023	184.90	.00	
01-320-5410 UTILITIES	INNOVATIVE TELEPHONE & DA	782566	OCT 23 TELEPHONE	10/01/2023	521.26	.00	
01-320-5410 UTILITIES	NICOR GAS	09.22.23	SEPT 23 14 E CAMP MCDONAL	09/22/2023	68.47	.00	
01-320-5410 UTILITIES	NICOR GAS	09.25.23	401 PIPER SEPT 23	09/25/2023	63.56	.00	
01-320-5410 UTILITIES	T-MOBILE	09.21.23	CELL PHONES 8/21 - 9/20/23	09/21/2023	40.07	.00	
01-320-5700 OFFICE SUPPLIES	STAPLES	8071677459	OFFICE SUPPLIES	09/21/2023	82.77	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total ADMINISTRATION:					4,063.82	.00	
LEGAL							
01-324-5122 CITY PROSECUTOR	Law Offices of John L. Fiotti	SEPTEMBER 2	ADJUDICATOR - SEPT	09/25/2023	700.00	.00	
Total LEGAL:					700.00	.00	
BUILDING DEPARTMENT							
01-340-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1731373	OCT 23 PPO VISION	09/30/2023	26.12	.00	
01-340-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1581842	OCT 23 LIFE INSURANCE	09/01/2023	41.25	.00	
01-340-5100 PROFESSIONAL SERVIC	DAVID BANASZYNSKI	SEP-23	HEALTH INSPECTIONS	09/27/2023	300.00	.00	
01-340-5100 PROFESSIONAL SERVIC	FOOD & ALCOHOL SERVICE TR	2023-14	HEALTH INSPECTION	09/30/2023	1,600.00	.00	
01-340-5100 PROFESSIONAL SERVIC	JEFFREY L BAUREIS	09.13.23	ELECTRICAL INSPECTIONS 08/	09/13/2023	2,103.50	.00	
01-340-5330 TRAINING	CARDMEMBER SERVICE	09.20.23	IRC TRAINING	09/20/2023	50.00	.00	
01-340-7020 EQUIPMENT	ANDREW HART	09.29.23-SAFE	SAFETY EQUIPMENT	09/29/2023	326.69	.00	
01-340-7020 EQUIPMENT	CANON FINANCIAL SERVICES	31328596	SEP 23 COPIER	10/02/2023	198.97	.00	
01-340-7020 EQUIPMENT	DAN PETERSON	09.27.23-SAFE	SAFETY EQUIP REIMBURSEME	10/03/2023	248.47	.00	
01-340-7020 EQUIPMENT	GONSALO SAINS	09.29.23-SAFE	SAFETY EQUIPMENT	09/29/2023	319.98	.00	
01-340-7020 EQUIPMENT	T-MOBILE	09.21.23	CELL PHONES 8/21 - 9/20/23	09/21/2023	80.14	.00	
Total BUILDING DEPARTMENT:					5,295.12	.00	
PUBLIC WORKS							
01-350-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1731373	OCT 23 PPO VISION	09/30/2023	20.60	.00	
01-350-4100 HEALTH INSURANCE	MOE FUNDS	3679126	NOV23 PREMIUM-SIARA	10/04/2023	1,677.00	.00	
01-350-4100 HEALTH INSURANCE	MOE FUNDS	3679129	NOV 23 PREMIUMS	10/04/2023	7,674.00	.00	
01-350-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1581842	OCT 23 LIFE INSURANCE	09/01/2023	40.81	.00	
01-350-5020 VEHICLE MAINTENANCE	CPS ELK GROVE VILLAGE	1-0386138	SQUAD BREAKS	09/29/2023	966.38	.00	
01-350-5020 VEHICLE MAINTENANCE	CPS ELK GROVE VILLAGE	35-0010851	SQUAD BATTERIES	09/29/2023	285.14	.00	
01-350-5020 VEHICLE MAINTENANCE	EL-COR INDUSTRIES INC	274956	SUPPLIES	09/30/2023	70.11	.00	
01-350-5020 VEHICLE MAINTENANCE	MENARDS	23172	AUTO SHOP PARTS	09/21/2023	96.93	.00	
01-350-5104 PROF SERVICES - BUILD	CHI-TOWN CLEANING SERVICE	23-0463	CUSTODIAL WORK SEPT 23	09/29/2023	1,173.50	.00	
01-350-5104 PROF SERVICES - BUILD	TAYLOR PLUMBING INC.	27588	BACKFLOW REPAIR CITY HALL	09/27/2023	495.00	.00	
01-350-5104 PROF SERVICES - BUILD	TAYLOR PLUMBING INC.	27593	BACKFLOW REPAIR PD	09/27/2023	1,495.00	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	1190064350	POLICE CARPET SERVICE	09/28/2023	122.43	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	1320067883	UNIFORMS 09.22.23	09/22/2023	140.40	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	1320069898	UNIFORMS PW 9-29-23	09/29/2023	246.38	.00	
01-350-5330 TRAINING	CARDMEMBER SERVICE	09.20.23	TONY'S CREW MEETING	09/20/2023	43.49	.00	
01-350-5330 TRAINING	CARDMEMBER SERVICE	09.20.23	MARRIOTT ROSCOE TRAINING	09/20/2023	1,195.60	.00	
01-350-5330 TRAINING	CARDMEMBER SERVICE	09.20.23	WING STOP FOR MEETING	09/20/2023	57.33	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-350-5330 TRAINING	CARDMEMBER SERVICE	09.20.23	STARBUCKS	09/20/2023	13.42	.00	
01-350-5410 UTILITIES	CARDMEMBER SERVICE	09.20.23	401 PIPER PW DATA	09/20/2023	169.90	.00	
01-350-5410 UTILITIES	INNOVATIVE TELEPHONE & DA	782566	OCT 23 TELEPHONE	10/01/2023	201.33	.00	
01-350-5410 UTILITIES	T-MOBILE	09.21.23	CELL PHONES 8/21 - 9/20/23	09/21/2023	320.56	.00	
01-350-5411 WATER AND ELECTRIC P	CONSTELLATION NEWENERGY	66263617101	AUG-SEP 23 711 ELM ST	09/28/2023	522.94	.00	
01-350-5411 WATER AND ELECTRIC P	CONSTELLATION NEWENERGY	66263617101	AUG-SEP 23 0 COR EUCLID	09/28/2023	632.04	.00	
01-350-5411 WATER AND ELECTRIC P	CONSTELLATION NEWENERGY	66263617101	AUG-SEP 23 US RT 45	09/28/2023	1,095.97	.00	
01-350-5635 STORM SEWER & PIPE	DES PLAINES MATERIAL & SUP	550693	STORM PIPE	09/20/2023	652.91	.00	
01-350-5635 STORM SEWER & PIPE	DES PLAINES MATERIAL & SUP	550698	STORM PIPE	09/20/2023	6.50	.00	
01-350-5635 STORM SEWER & PIPE	DES PLAINES MATERIAL & SUP	550759	STORM REBUILD - COURT ST	09/20/2023	875.00	.00	
01-350-5650 LANDSCAPE SUPPLIES	HOME DEPOT CREDIT SERVIC	ACCT#2588 09	SPRINKLERS	09/28/2023	47.88	.00	
01-350-5650 LANDSCAPE SUPPLIES	NAPA AUTO PARTS	6871-185836	MOWER PARTS	09/19/2023	135.21	.00	
01-350-5650 LANDSCAPE SUPPLIES	ROBERT W HENDRICKSEN CO	13082	TREATMENT - PD ELM	09/20/2023	796.00	.00	
01-350-5700 OFFICE SUPPLIES	CARDMEMBER SERVICE	09.20.23	BEST BUY	09/20/2023	29.99	.00	
01-350-5710 OPERATING SUPPLIES	CARDMEMBER SERVICE	09.20.23	AMAZON JAIL LIGHT	09/20/2023	36.99	.00	
01-350-5710 OPERATING SUPPLIES	CARDMEMBER SERVICE	09.20.23	AMAOZN JAIL LIGHT	09/20/2023	36.99	.00	
01-350-5710 OPERATING SUPPLIES	HOME DEPOT CREDIT SERVIC	ACCT#2588 09	POLICE OUTLETS	09/28/2023	26.24	.00	
01-350-5710 OPERATING SUPPLIES	HOME DEPOT CREDIT SERVIC	ACCT#2588 09	POLICE BUNK ROOM	09/28/2023	139.56	.00	
01-350-5710 OPERATING SUPPLIES	HOME DEPOT CREDIT SERVIC	ACCT#2588 09	POLICE BUNK ROOM	09/28/2023	14.03-	.00	
01-350-5710 OPERATING SUPPLIES	MENARDS	23270	POLICE PAINT AND CARPET	09/24/2023	595.77	.00	
01-350-5710 OPERATING SUPPLIES	MENARDS	23323	POLICE PAINT	09/25/2023	60.97	.00	
01-350-5721 SIGNS	VILLAGE OF BUFFALO GROVE	2023-0000000	SIGNS - EVENT	09/26/2023	193.60	.00	
01-350-5751 GASOLINE	CONSERV FS INC.	101027140	09.18.23 FUEL	09/18/2023	2,414.30	.00	
01-350-7023 SAFETY EQUIPMENT	CARDMEMBER SERVICE	09.20.23	AMAZON SAFETY GLASSES	09/20/2023	68.48	.00	
01-350-7023 SAFETY EQUIPMENT	CARDMEMBER SERVICE	09.20.23	BOUNCIE	09/20/2023	16.00	.00	
Total PUBLIC WORKS:					24,874.62	.00	
PUBLIC SAFETY							
01-360-4100 HEALTH INSURANCE	BLUECROSS BLUESHIEDL OF I	5573	OCT 23 HMO	09/15/2023	5,279.07	.00	
01-360-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1729199	OCT 23 HMO DENTAL	09/30/2023	106.60	.00	
01-360-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1731373	OCT 23 PPO VISION	09/30/2023	263.56	.00	
01-360-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1731389	OCT HMO VISION	09/30/2023	40.19	.00	
01-360-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1581842	OCT 23 LIFE INSURANCE	09/01/2023	205.43	.00	
01-360-5100 PROFESSIONAL SERVIC	DACRA TECH LLC	DT2023-07-12	JUL 23 SEVICE FEE	07/31/2023	1,500.00	.00	
01-360-5100 PROFESSIONAL SERVIC	DACRA TECH LLC	DT2023-07-12	MAY 23 SERVICE FEE	07/31/2023	635.48	.00	
01-360-5100 PROFESSIONAL SERVIC	DACRA TECH LLC	DT2023-07-12	JUNE 23 SERVICE FEE	07/31/2023	852.00	.00	
01-360-5100 PROFESSIONAL SERVIC	DEKIND COMPUTER CONSULT	37178	PD COMPUTER EQUIPMENT	10/03/2023	110.66	.00	
01-360-5100 PROFESSIONAL SERVIC	LEXINGTON VILLAGE OF ROB	1290571-2023.	JUL23 & SEP 23 SOFTWARE	09/30/2023	417.48	.00	
01-360-5100 PROFESSIONAL SERVIC	ROSE MARY JURINEK	09.27.23	SEPT 23 COURT REPORTING	09/27/2023	240.00	.00	
01-360-5140 PRISONERS CARE	CARDMEMBER SERVICE	09.20.23	PRISONER MEALS	09/20/2023	25.87	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-360-5220 PHOTOCOPY	Image Systems & Business Soluti	387404	CHARGE FOR COLOR PRINTIN	09/20/2023	94.14	.00	
01-360-5330 TRAINING	Rotary Club of River Cities	1082	SEPT QRTL Y DUES LUNCHES	09/30/2023	120.00	.00	
01-360-5410 UTILITIES	CARDMEMBER SERVICE	09.20.23	COMCAST	09/20/2023	211.25	.00	
01-360-5410 UTILITIES	INNOVATIVE TELEPHONE & DA	782566	OCT 23 TELEPHONE	10/01/2023	625.03	.00	
01-360-5410 UTILITIES	INNOVATIVE TELEPHONE & DA	9239	911 CALL OVERAGES	09/28/2023	150.00	.00	
01-360-5410 UTILITIES	T-MOBILE	09.21.23	CELL PHONES 8/21 - 9/20/23	09/21/2023	367.84	.00	
01-360-5700 OFFICE SUPPLIES	CARDMEMBER SERVICE	09.20.23	AMAZON	09/20/2023	29.99	.00	
01-360-5700 OFFICE SUPPLIES	CARDMEMBER SERVICE	09.20.23	FED EX OFFICE - ENVELOPES	09/20/2023	212.94	.00	
01-360-5700 OFFICE SUPPLIES	CARDMEMBER SERVICE	09.20.23	AMAZON	09/20/2023	39.70	.00	
01-360-5700 OFFICE SUPPLIES	CARDMEMBER SERVICE	09.20.23	AMAZON	09/20/2023	40.22	.00	
01-360-5700 OFFICE SUPPLIES	LOGSDON OFFICE SUPPLY	WO-99164-1	OFFICE SUPPLIES	09/21/2023	77.06	.00	
01-360-5710 OPERATING SUPPLIES	CARDMEMBER SERVICE	09.20.23	AT HOME STORE BATHROOM S	09/20/2023	27.49	.00	
01-360-5710 OPERATING SUPPLIES	CARDMEMBER SERVICE	09.20.23	DEERFIELD'S BAKERY	09/20/2023	49.79	.00	
01-360-5710 OPERATING SUPPLIES	CARDMEMBER SERVICE	09.20.23	GOODWILL	09/20/2023	7.68	.00	
01-360-5710 OPERATING SUPPLIES	CARDMEMBER SERVICE	09.20.23	AMAZON HALLOWEEN TREATS	09/20/2023	79.61	.00	
01-360-5740 RANGE SUPPLIES	CARDMEMBER SERVICE	09.20.23	AMAZON RANGE	09/20/2023	60.97	.00	
01-360-5740 RANGE SUPPLIES	CARDMEMBER SERVICE	09.20.23	AMAZON REFUND	09/20/2023	1.62-	.00	
01-360-5740 RANGE SUPPLIES	CARDMEMBER SERVICE	09.20.23	AMAZON REFUND	09/20/2023	5.37-	.00	
01-360-5740 RANGE SUPPLIES	CARDMEMBER SERVICE	09.20.23	AMAZON TIMER FOR RANGE	09/20/2023	129.95	.00	
01-360-5740 RANGE SUPPLIES	GLOCK, INC	SI-0833662	RANGE SUPPLIES	09/19/2023	316.00	.00	
01-360-5741 CLOTHING	JG UNIFORMS INC	120773	UNIFORMS	09/20/2023	64.00	.00	
01-360-5741 CLOTHING	RAY O'HERRON CO INC	2286262	UNIFORM MUSSON	08/03/2023	1,278.28	.00	
01-360-5741 CLOTHING	RAY O'HERRON CO INC	2296094	UNIFORMS	09/21/2023	773.17	.00	
01-360-5741 CLOTHING	RAY O'HERRON CO INC	2296233	UNIFORMS	09/22/2023	35.94	.00	
01-360-5741 CLOTHING	RAY O'HERRON CO INC	2296682	UNIFORMS	09/25/2023	248.70	.00	
Total PUBLIC SAFETY:					14,709.10	.00	
REIMBURSABLE EXP							
01-370-4101 RETIREE HEALTH INSUR	BLUECROSS BLUESHIEDL OF I	5573	OCT 23 HMO	09/15/2023	3,218.60	.00	
01-370-4101 RETIREE HEALTH INSUR	DELTA DENTAL OF ILLINOIS	1729200	OCT 23 RETIREE DENTAL	09/30/2023	57.34	.00	
01-370-4101 RETIREE HEALTH INSUR	DELTA DENTAL OF ILLINOIS	1731373	OCT 23 PPO VISION	09/30/2023	46.40	.00	
01-370-4101 RETIREE HEALTH INSUR	DELTA DENTAL OF ILLINOIS	1731389	OCT HMO VISION	09/30/2023	12.74	.00	
Total REIMBURSABLE EXP:					3,335.08	.00	
Total GENERAL FUND:					55,650.59	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
TOURISM DISTRICT EXPENSES							
13-300-5920 GRANT - HOTELS	HILTON - CHICAGO/NORTHBRO	05.01.23 - 04.3	1ST QTR - TOURISM GRANT	09/07/2023	26,200.00	.00	
Total EXPENSES:					26,200.00	.00	
Total TOURISM DISTRICT:					26,200.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
DEA SEIZURE FUND EXPENSES							
16-300-5610 EQUIPMENT MAINTENAN	DEKIND COMPUTER CONSULT	37014	NEW COMPUTER UPGRADES	09/22/2023	3,438.51	.00	
Total EXPENSES:					3,438.51	.00	
CAPITAL OUTLAY GENERAL							
16-500-7020 EQUIPMENT - CAPITAL	MPC COMMUNICATIONS & LIG	23-1148	2022 DODGE DURANGO	06/20/2023	10,431.30	.00	
Total CAPITAL OUTLAY GENERAL:					10,431.30	.00	
Total DEA SEIZURE FUND:					13,869.81	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SOLID WASTE DISPOSAL FUND EXPENSES							
17-300-5420 SWANCC CHARGES	SOLID WASTE AGENCY	7398	NOV 23 O&M COSTS	10/01/2023	31,105.00	.00	
Total EXPENSES:					31,105.00	.00	
Total SOLID WASTE DISPOSAL FUND:					31,105.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SSA #5							
EXPENSES							
25-300-5050 SYSTEM MAINTENANCE	CONSTELLATION NEWENERGY	66263617101	AUG-SEP 23 900 E OLD WLLW	09/28/2023	176.60	.00	
Total EXPENSES:					176.60	.00	
Total SSA #5:					176.60	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
CAPITAL IMPROVEMENTS							
30-550-7060 SIDEWALKS	GEWALT HAMILTON ASSOCIAT	4755.210-7	CAMP MCDONALD SIDEWALK E	09/13/2023	10,996.00	.00	
Total :					10,996.00	.00	
Total CAPITAL IMPROVEMENTS:					10,996.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
WATER FUND							
EXPENSES							
51-300-4100 HEALTH INSURANCE	MOE FUNDS	3679129	NOV 23 PREMIUMS	10/04/2023	2,558.00	.00	
51-300-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1581842	OCT 23 LIFE INSURANCE	09/01/2023	10.31	.00	
51-300-5050 SYSTEM MAINTENANCE	CARDMEMBER SERVICE	09.20.23	AMAZON WATER PUMP PARTS	09/20/2023	20.04	.00	
51-300-5050 SYSTEM MAINTENANCE	CARDMEMBER SERVICE	09.20.23	AMAZON	09/20/2023	20.98	.00	
51-300-5100 PROFESSIONAL SERVIC	METROPOLITAN INDUSTRIES I	INV054417	WATER SYSTEM DATA SEPT 23	09/15/2023	258.00	.00	
51-300-5100 PROFESSIONAL SERVIC	PACE ANALYTICAL SERVICES	I9570297	SEPT 23 WATER TESTING	09/30/2023	556.70	.00	
51-300-5330 TRAINING	ILLINOIS SECTION AWWA	200082981	UPDATE TRAINING - HEBER 10-	08/21/2023	114.00	.00	
51-300-5330 TRAINING	ILLINOIS SECTION AWWA	200083799	LOSS TRAINING - HEBER 10-19	09/29/2023	72.00	.00	
51-300-5410 UTILITIES	CARDMEMBER SERVICE	09.20.23	801 E CAMP MCDONALD COMA	09/20/2023	99.95	.00	
51-300-5410 UTILITIES	CONSTELLATION NEWENERGY	66263617101	AUG-SEP 23 801 E CAMP MCDL	09/28/2023	2,201.03	.00	
51-300-5410 UTILITIES	NICOR GAS	09.22.23C	WELL HOUSE NICOR AUG 23	09/22/2023	27.83	.00	
51-300-5412 WATER	ILLINOIS-AMERICAN WATER C	09.20.23	1217 CAMP MCDONALD AUG 23	09/20/2023	34,095.10	.00	
51-300-5412 WATER	INNOVATIVE TELEPHONE & DA	782566	OCT 23 TELEPHONE	10/01/2023	22.36	.00	
Total EXPENSES:					40,056.30	.00	
Total WATER FUND:					40,056.30	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
PARKING FUND							
EXPENSES							
52-300-5410 UTILITIES	CARDMEMBER SERVICE	09.20.23	101 N WOLF COMCAST 8/16 - 9/	09/20/2023	129.90	.00	
52-300-5410 UTILITIES	NICOR GAS	09.22.23B	SEPT 23 101 S WOLF	09/22/2023	49.32	.00	
Total EXPENSES:					179.22	.00	
Total PARKING FUND:					179.22	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SANITARY SEWER FUND							
EXPENSES							
53-300-4100 HEALTH INSURANCE	MOE FUNDS	3679129	NOV 23 PREMIUMS	10/04/2023	2,558.00	.00	
Total EXPENSES:					2,558.00	.00	
Total SANITARY SEWER FUND:					2,558.00	.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	Parkside Industries Corp.	22-80 BOND	22-80-1120 N FORREST	10/04/2023	8,940.00	.00	
Total :					8,940.00	.00	
Total ROAD & BUILDING BOND ESCROW:					8,940.00	.00	
Grand Totals:					189,731.52	.00	

GL Account and Title	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND			
Total GENERAL FUND:	55,650.59	.00	
TOURISM DISTRICT			
Total TOURISM DISTRICT:	26,200.00	.00	
DEA SEIZURE FUND			
Total DEA SEIZURE FUND:	13,869.81	.00	
SOLID WASTE DISPOSAL FUND			
Total SOLID WASTE DISPOSAL FUND:	31,105.00	.00	
SSA #5			
Total SSA #5:	176.60	.00	
CAPITAL IMPROVEMENTS			
Total CAPITAL IMPROVEMENTS:	10,996.00	.00	
WATER FUND			
Total WATER FUND:	40,056.30	.00	
PARKING FUND			
Total PARKING FUND:	179.22	.00	
SANITARY SEWER FUND			
Total SANITARY SEWER FUND:	2,558.00	.00	
ROAD & BUILDING BOND ESCROW			
Total ROAD & BUILDING BOND ESCROW:	8,940.00	.00	
Grand Totals:	189,731.52	.00	