



**Prospect
Heights**

CITY COUNCIL REGULAR MEETING

AGENDA

June 23, 2013

6:30 p.m.

City Hall

Prospect Heights, IL 60070

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE – Alderman Pat Ludvigsen**
- IV. INVOCATION – Rev. Thomas Kim of the Korean Central United Methodist Church**
- V. SWEARING IN CEREMONY - Officer Alan Thibeault**
- VI. CLOSED SESSION**
- VII. RESIDENTS COMMENTS (Agenda Matters)**
- VIII. STAFF AND ELECTED OFFICIALS REPORTS**
 - Police Commission Annual Report
 - City Administrator – Ken López
 - Mayor and Alderman Comments
- IX. ADOPTION OF 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 an Alderman or citizen so requests, in which event the item will be removed from the general order of business and considered under the Approval of Exceptions.**
 - A. Approval of City Council Regular Meeting Minutes of May 27, 2014
 - B. Approval of City Council Workshop minutes of June 9, 2014
 - C. Approve a Resolution Approving Three (3) Agreements Related to Operation of an Automated Traffic Law Enforcement System on School Buses.
 - This resolution approves the following agreements:
 - a. Intergovernmental Agreement with Prospect Heights School District Number 23 Regarding Automated Traffic Law Enforcement System.
 - b. Tri-Party Agreement Between Redspeed Illinois, LLC and the City of Prospect Heights and Prospect Heights School District Number 23, Cook County, Illinois for Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus.
 - c. Amendment to Agreement between Redspeed Illinois, LLC and the City of Prospect Heights For the Installation and Operation of an Automated Traffic Law Enforcement System.

- D. An Ordinance Establishing The Prevailing Wage Rate for the City of Prospect Heights, Cook County, Illinois.
 - a. Waiver of first reading of ordinance
 - b. Approval of ordinance
- E. An Ordinance Directing the Sale of Surplus Property
 - a. Waiver of first reading of ordinance
 - b. Approval of ordinance
- F. An Ordinance Amending the City of Prospect Heights Liquor Code
 - a. Waiver of first reading of ordinance
 - b. Approval of ordinance
- G. Approval of a Resolution Authorizing and Ratifying the Settlement of Certain Claims
This resolution approves the following:
 - a. Authorize \$3,000 to settle Roberson Claim
 - b. Authorize \$8,500 to settle Godlewski v. City of Prospect Heights, case no. 11 L 10621.
 - c. Ratify the City Administrator's settlement of Grzanecki v. City of Prospect Heights for \$3,750.
- H. Approve Engineering Proposal from Gewalt Hamilton Associates for Willow Road Sidewalk Improvements in the amount of \$19,200

X. APPROVAL OF EXCEPTIONS AND CONTRACTS

- I. Approve proposal from Midwest Office Interiors in the amount not to exceed \$11,302.70
- J. Approve quote from Currie Motors Fleet to purchase two police vehicles for the amount of \$26,828 each
- K. Approve proposal from Kruger's Concrete Excavation, Inc. for sidewalk improvements in the amount of \$16,895
- L. Approve proposal from H.R. Stewart, Inc. to perform storm sewer cleaning and televising
- M. Approval of agreement with WRB Consulting for services related to Lake Michigan water supply

XI. LEGISLATION

XII. APPROVAL OF EXPENDITURES

N. Approval of Warrants

General Fund	\$243,088.65
MFT Fund	\$0.00
Palatine/Milwaukee TIF	\$953.00
Tourism District	\$29,171.59
Development Fund	\$17,659.85
DEA Fund	\$0.00
Solid Waste Fund	\$534.00
SS Area #1	\$201.74
SS Area #2	\$134.50
SS Area #3	\$547.59
SS Area #4	\$76.85
SS Area #5	\$448.13
SS Area #8 – Levee Wall #37	\$372.00
SS Area-Constr #6 (Water Main)	\$0.00
SS Area- Debt #6	\$0.00
Road Construction	\$5,337.00
Road Construction Debt	\$0.00
Water Fund	\$34,961.33
Parking Fund	\$2,147.79

Road/Building Bond Escrow	\$3,000.00
TOTAL Expenditures	\$338,634.02
6/13/14 Payroll	\$121,197.36
May 2014 IMRF	\$24,977.24
TOTAL	\$484,808.62

XIV. COMMITTEE APPOINTMENTS

O. Ratified Appointments to Tourism District Board

P. Ratified Appointment to Chicago Executive Airport Board of Directors

XV. RESIDENTS COMMENTS (Non Agenda Matters)

XVI. UNFINISHED BUSINESS

XVII. NEW BUSINESS

XVIII. ADJOURNMENT

POSTED: by Deputy Clerk Schultheis 6:30 PM, June 19, 2014

**This meeting will be televised on the following Prospect Heights Cable Channels:
Comcast and WOW Channel 17 and AT&T U-verse Channel 99**



MEMORANDUM

To: Mayor and City Council
From: Chief Dunne and Police & Fire Commission
CC: City Administrator López
Date: June 23, 2014
Re: Presentation of Our Newest Addition to the Police Department.

The Prospect Heights Police and Fire Commission along with Chief Jamie Dunne would like to present to Mayor Helmer and the Prospect Heights City Council, our newest Prospect Heights Police Officer, Alan Thibeault.

Officer Thibeault is a 35 year old Oakton College graduate, who is also an Air Force Security Police veteran. Officer Thibeault served his military time on both active and reserve duty; in fact he was previously passed over on our police eligibility list because he had been deployed to central Asia with his reserve unit.

Before coming to Prospect Heights, Officer Thibeault grew up in a military family, he graduated from High School in Sanford Florida and upon leaving active duty Officer Thibeault initially worked as an aircraft mechanic, he then worked for the Federal Metropolitan Correctional Center in Chicago before taking a position with Northwestern University's Department of Public Safety as a Community Service Officer. Officer Alan Thibeault is a father of three, and currently resides with his wife Kristen in Mount Prospect.

We are proud to announce that he is a part of the team here in the City of Prospect Heights and wish him all the best.



**CITY OF PROSPECT HEIGHTS
POLICE/FIRE COMMISSION
ANNUAL REPORT
MAY 2014**

The most recent Regular Meeting of the Prospect Heights Police/Fire Commission was held on Wednesday, April 30, 2014 at 3:00 p.m. This report covers the time period since the last Annual Report which was filed in May 2013. During the period since the last Annual Report, the Commission convened seven Regular Meetings, five Special Meetings and four Closed Sessions.

The Prospect Heights Police Department currently consists of twenty-six (26) sworn officers. Twenty-two (22) are full time, and four (4) are part time. Chief Jamie Dunne continues to serve as Police Chief and Alan Steffen continues to serve as Deputy Chief.

Currently working with several different specialty services are: Sergeant James Zawlocki on accident reconstruction and Sergeant Mark Porlier on the investigative team of MCAT (Major Case Assistance Team), a multi-jurisdictional organization providing investigative and forensic assistance to members during major criminal events; Corporal Michael Stone on the Emergency Services Team of NIPAS (Northern Illinois Police Alarm System), a joint venture of suburban police agencies that ensure mutual aid in times of natural disasters and civil disturbances along with Officer Christopher Skeet as our representative on their Mobile Field Force; Officer Joseph Vertone serves the Department as our representative to the DEA (Drug Enforcement Administration) Taskforce. Our own Investigations Division consists of Sergeant Mark Porlier, Corporal Todd Godair and Corporal William Caponigro.

Officers Mark Pufundt, Michael Smith, Kevin Lange, and Milorad Derman, all hired in December 2012, completed their field training with excellent reports in May and were assigned to shifts to best form their own identity within a department of more seasoned officers.

With the unexpected retirement of Officer Grady in September, Chief Dunne, Deputy Chief Steffen, and the Police Commission successfully worked over a two-week period to hire Officer Matt Willis from the current List of Eligible Candidates, who has also finished the Academy and his field training with excellent reports and is now assigned to a shift. Also of note, Officer Jesus Duron, through his performance has obtained the rank of Corporal.

The department civilian staff currently includes three (3) full time positions and two (2) part time positions. In addition to their responsibilities in administration and records, the members of the staff ensure that residents as well as visitors receive the assistance they need upon entering the Police Department Building. The civilian staff also consists of two (2) grant-related Victim Advocate/Social Worker positions which provide 24-hour crisis intervention and act as court liaisons along with assessing and providing the various needs of crime victims.

This year the department purchased speed trailers in order to ensure driver awareness of speed limits throughout the city including, but not limited to school zones. We also purchased six (6) additional cameras to be installed on the East side including signage regarding video surveillance, which will also aid in monitoring three (3) school-bus stops used by approximately 300 school children. Additionally, a call box was installed at the Police Sub-station with English/Spanish signage to assist in emergencies, as well as a desk and equipment inside for in-person reports. Lastly, all squad cars are now equipped with new AED's (defibrillators).

Pending issues in front of the Commission include entry level recruit testing for an updated eligibility list scheduled for early summer as well as the Sergeant's promotional exam scheduled for the fall. Both of these updated lists are essential to ensure that the Police Commission can act in a swift, educated, and responsible manner when the situation for hiring and promotions is required.

Also of note, it was brought to the Police Commission's attention that a safe cross walk for students with disabilities did not exist on Thomas Avenue between Hersey High School and Prospect Crossing where many school-sponsored field trips were occurring. I am pleased to report that Chief Dunne is currently working with Arlington Heights, District #214, Cook County and all of their respective engineering departments to formulate a swift and comprehensive solution.

In January, after 24 years on the Police Commission and serving as Chairman the entire time, Commissioner Wolf resigned. While we will all miss his presence and counsel, we wish him well and thank him for his dedication and professionalism. Mayor Helmer appointed Sharon Hoffman to our newly vacated seat and the City Council approved, which allowed the Commission to continue to function at the level required.

On April 30, 2014 the Prospect Heights Police/Fire Commission approved the conditional offer of employment to Alan Thibeault the next eligible candidate on the current Final List of Candidates. This will bring the department back to a more desired number of sworn officers.

Commissioners Meyer, Fiorito, and Hoffman extend their appreciation of support to the Mayor and City Council. We respectfully request that this report be filed as an official report of the Prospect Heights Police Commission for the 2013/2014 fiscal year and be kept as an Official Document of the City. We would be pleased to respond to any questions from the City Council.

Respectfully,

Jerry Meyer, Chairman
Police/Fire Commission
City of Prospect Heights, Illinois

C

RESOLUTION NO. _____

**A RESOLUTION APPROVING THREE (3) AGREEMENTS RELATED TO
OPERATION OF AN AUTOMATED TRAFFIC LAW ENFORCEMENT
SYSTEM ON SCHOOL BUSES**

WHEREAS, the City of Prospect Heights ("City") entered into a contract with RedSpeed Illinois, LLC ("RedSpeed"), for the installation and operation of an automated traffic law enforcement system on October 30, 2006 ("Red Light Contract"); and

WHEREAS, RedSpeed is in the business of providing automated traffic law enforcement system for approaching, overtaking and passing a school bus and has agreed to provide such services to the City and Prospect Heights School District Number 23, Cook County, Illinois ("School District"); and

WHEREAS, the School District and the City desire to enter into an intergovernmental agreement for the implementation of an automated traffic law enforcement system on school buses ("IGA");

WHEREAS, RedSpeed, the City and School District intend to enter into a contract for implementation of an automated traffic law enforcement system for approaching, overtaking and passing a school bus ("School Bus Agreement"); and

WHEREAS, RedSpeed has agreed to enter into the School Bus Agreement if the City agrees to extend the Red Light Contract for 3 years; and

WHEREAS, the City agrees to extend the Red Light Contract in exchange for RedSpeed's entry into the School Bus Agreement; and

WHEREAS, the City and RedSpeed desire to amend the Red Light Contract in the manner set forth in Exhibit C; and

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

SECTION 1: The above recitals are hereby incorporated into this Resolution as if set forth verbatim.

SECTION 2: The following agreements are approved:

- A. The IGA, attached as Exhibit A;
- B. The School Bus Agreement, attached as Exhibit B; and
- C. The Amendment to the Red Light Agreement, attached as Exhibit C.

The Mayor is authorized to sign the approved agreements in substantially the form attached hereto and incorporated as Exhibits A, B and C. Prior to executing the agreements, the Mayor and City Attorney are authorized to make changes to the agreements which do not materially change the obligations of the City thereunder.

SECTION 3: The Mayor, City Administrator, Chief of Police and City Attorney are authorized to take all necessary actions to carry out the purpose of this Resolution.

SECTION 4: This Resolution shall be in full force and effect from and after its passage and approval as required by law.

PASSED AND APPROVED this _____ day of _____, 2014.

NICHOLAS J. HELMER, MAYOR

ATTEST:

STACEY ADAMSON, CITY CLERK

AYES:

NAYS:

ABSENT:

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT REGARDING
AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM**

**INTERGOVERNMENTAL AGREEMENT REGARDING
AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM**

THIS AGREEMENT, is entered into as of the latest date following the signatures hereon, by and between the CITY OF PROSPECT HEIGHTS (hereinafter "City"), and THE BOARD OF EDUCATION OF PROSPECT HEIGHTS SCHOOL DISTRICT 23 (hereinafter "School District"), collectively referred to as the "Parties".

WITNESSETH

WHEREAS, the Illinois Intergovernmental Cooperation Act (the "Act"), 5 ILCS 220/1 *et seq.*, provides authority for intergovernmental cooperation, and Section 5 of the Act, 5 ILCS 220/5, specifically provides authority for the formation and execution of intergovernmental contracts; and

WHEREAS, Section 11-208.9 of the Illinois Vehicle Code, 625 ILCS 5/11-208.9, provides that prior to a school district and municipality enforcing an automated traffic law enforcement system for approaching, overtaking, and passing a school bus, those parties must enter into an intergovernmental agreement for the administration of that automated traffic law enforcement system; and

WHEREAS, the Parties intend on enforcing an automated traffic law enforcement system for approaching, overtaking, and passing a school bus, and therefore, desire to enter into this intergovernmental agreement for the administration of the automated traffic law enforcement system; and

WHEREAS, the Parties wish to associate, cooperate, and enter into an intergovernmental agreement regarding the automated traffic law enforcement system for the purpose of safely serving the residents of the City and the students and employees of the School District; and

WHEREAS, this Agreement shall be executed in addition to and shall have no effect upon any vendor agreements between the Parties and a third party for the installation, maintenance, and operation of the automated traffic law enforcement system; and

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and undertakings hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, it is agreed between the Parties hereto, as follows:

- A. The foregoing recitals are incorporated herein as if fully set forth hereby.
- B. The City of Prospect Heights Chief of Police, or his designee, shall administer this Agreement on behalf of the City. The Superintendent, or her designee, shall administer this Agreement on behalf of the School District.
- C. The Parties will cooperate in identifying and contracting with a third party vendor for the installation, maintenance, and operation of an automated traffic law enforcement

system for approaching, overtaking, and passing a school bus.

- D. The Parties agree to present the ordinances and agreements required to implement an automated traffic law enforcement system pursuant to Section 11-208.9 of the Illinois Vehicle Code, 625 ILCS 5/11-208.9, to their respective boards for approval.
- E. The Parties agree to administer the automated traffic law enforcement system for approaching, overtaking, and passing a school bus in accordance with Section 11-208.9 of the Illinois Vehicle Code, 625 ILCS 5/11-208.9.
- F. This Agreement shall remain in full force and effect from the effective date of this Agreement until terminated by either Party. Either Party may terminate this Agreement immediately upon written notice by certified mail return receipt requested, postage prepaid, facsimile, or electronic mail to the other Party, for any reason at any time.
- G. If any provision of this Agreement is held to be invalid for any reason, such invalidity shall not render invalid other provisions of this Agreement which can be given effect in the absence of the invalid provision, provided that the invalidation of such provision does not materially impact the purpose for which this Agreement was entered.
- H. Notice or other writings which any party desires or is required to serve upon the other party in connection with this Agreement shall be in writing and shall be delivered by facsimile transmission, electronic mail, or certified mail return receipt requested, postage prepaid, and addressed as follows:

If to the City:

City Administrator
City of Prospect Heights
8 N. Elmhurst Road
Prospect Heights, IL 60070

Michael F. Zimmermann
City Attorney
Tressler LLP
233 S. Wacker Drive
22nd Floor
Chicago, IL 60606

If to the School District:

Dr. Deb Wilson, Superintendent
Prospect Heights School District 23
700 N. Schoenbeck Road
Prospect Heights, IL 60070

A. Lynn Himes
School District's Attorney
180 N. Stetson
Suite 3100
Chicago, IL 60601

or to such other persons or addresses as any party may from time to time designate in a written notice to the other party. Such notice shall be effective on the date of transmission.

- I. This Agreement is governed and shall be construed in accordance with the laws and Constitution of the State of Illinois.
- J. All of the terms and conditions of this Agreement are hereby made binding, on the respective successors and assigns of both Parties hereto, including successors in office.
- K. No amendment, waiver, or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the Parties as required by law. This Agreement expresses the complete and final understanding of the Parties with respect to the subject matter as of the date of its execution.
- L. This Agreement is for the benefit of the Parties and no other person or entity is intended to or shall have any rights, interest or claims under this Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.
- M. The undersigned represent that they have the authority of their respective governing authorities to execute this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the Mayor of the City of Prospect Heights and the Board of Education of Prospect Heights School District 23.

CITY OF PROSPECT HEIGHTS:

By: _____

Attest: _____

Village Clerk

Date: _____

[Seal]

**BOARD OF EDUCATION PROSPECT HEIGHTS
SCHOOL DISTRICT 23:**

By: _____
President

Attest: _____

Secretary

Date: _____

EXHIBIT B

**TRI-PARTY AGREEMENT BETWEEN REDSPEED ILLINOIS, LLC
AND THE CITY OF PROSPECT HEIGHTS AND
PROSPECT HEIGHTS SCHOOL DISTRICT
NUMBER 23, COOK COUNTY, ILLINOIS FOR
TRAFFIC LAW ENFORCEMENT SYSTEM FOR APPROACHING,
OVERTAKING AND PASSING A SCHOOL BUS**

**TRI-PARTY AGREEMENT BETWEEN REDSPEED ILLINOIS, LLC
AND THE CITY OF PROSPECT HEIGHTS AND
PROSPECT HEIGHTS SCHOOL DISTRICT
NUMBER 23, COOK COUNTY, ILLINOIS FOR
TRAFFIC LAW ENFORCEMENT SYSTEM FOR APPROACHING,
OVERTAKING AND PASSING A SCHOOL BUS**

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**TRI-PARTY AGREEMENT BETWEEN REDSPEED ILLINOIS, LLC
AND THE CITY OF PROSPECT HEIGHTS AND
PROSPECT HEIGHTS SCHOOL DISTRICT
NUMBER 23, COOK COUNTY, ILLINOIS FOR
TRAFFIC LAW ENFORCEMENT SYSTEM FOR APPROACHING,
OVERTAKING AND PASSING A SCHOOL BUS**

This Tri-Party Agreement for Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus Agreement (hereinafter referred to as "Agreement") is made as of this ____ day of _____, 2014 by and between RedSpeed Illinois, LLC located at 400 Eisenhower Lane North, Lombard, Illinois 60148 ("RedSpeed"), the City of Prospect Heights, an Illinois municipal corporation, (hereinafter referred to as the "Municipality"), and Prospect Heights School District Number 23, Cook County, Illinois (hereinafter referred to as the "School District") (RedSpeed, Municipality and School District are individually the "Party" or collectively, the "Parties").

RECITALS

WHEREAS, RedSpeed is in the business of providing an implementary Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus and the collection of any Citations issues pursuant thereto;

WHEREAS, RedSpeed and Municipality entered into and delivered that certain Agreement for Red Light Traffic Law Enforcement System on October 30, 2006 (the "Red Light Agreement") which Red Light Agreement has been amended from time to time;

WHEREAS, Municipality and RedSpeed acknowledge that Municipality has agreed to extend the term of the Red Light Agreement for an additional three years, until 2017, in consideration for RedSpeed's execution of this Agreement;

WHEREAS, the Municipality and School District desire to engage the services of RedSpeed to identify and enforce Violations of the motor vehicles that fail to stop before meeting or overtaking, from either direction any school bus stopped at any location for purpose of receiving or discharging pupils within the Municipality and to provide motor vehicle sensors working in conjunction with the visual signals on a school bus including installation and maintenance;

WHEREAS, on _____, 2014 the Corporate Authorities of the Municipality adopted an Ordinance (No. _____), authorizing the execution of this Agreement;

WHEREAS, on _____, 2014 the School Board for the School District adopted a Resolution (No. _____), authorizing the implementation of an automated traffic law enforcement system and the execution of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the above recitals which are by this reference incorporated herein, and for other valuable

consideration received, the receipt and sufficiency of which is hereby acknowledged, the Municipality, School District and RedSpeed agree as follows:

1. **Recitals.** All recitals set forth above shall be deemed a part of this Agreement.
2. **Services Provided.** RedSpeed shall provide an Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus to the Municipality and School District by:

A. **Services Provided to School District.**

- a. Installing a device with one or more motor vehicle sensors working in conjunction with the visual signals on a school bus in accordance with Exhibit A attached hereto;
- b. Maintenance as set forth in Exhibit A;
- c. School District shall take all reasonable steps to work with RedSpeed in order to provide reasonable access to the school bus fleet used by School District (the "Fleet") for evaluation of routes and installation of Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus, including installation of the warning signage and wireless violation transmission infrastructure. RedSpeed shall obtain all Fleet owner/operator approvals, if any, that may be required (by law, contract or otherwise) prior to system installation, to allow effective and fully approved operation of the automated traffic law enforcement program, whether the Fleet is owned or outsourced.
- d. Bus routes for buses to be loaded with Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus shall be agreed upon by RedSpeed and the School District. RedSpeed will require certain information regarding bus routes, stop counts, bus driver surveys and other information as reasonably determined by RedSpeed. RedSpeed may request that School District reassign any bus with Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus to another bus route that presents a safety risk equal or greater than the current route or routes but will use a bus of the same student capacity if such bus is not capturing an average of at least one violation per bus per school day resulting in tickets issued by law enforcement. Such routes may not present a high safety risk and bus with Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus may be deployed on other routes deemed a higher risk from ongoing route analysis. Such re-assignment must be mutually agreed upon by RedSpeed and the School District's authorized representative. Each reassignment shall be made with the prior, written consent of Bus Company or, if the consent of Bus Company is unreasonably withheld or delayed, with the prior, written consent of School District.

- e. School District agrees to use commercially reasonable efforts to mechanically repair and maintain buses equipped with Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus. In the event that School District becomes aware that a bus equipped with Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus is or will be out of service for 15 or more consecutive school days, RedSpeed will work directly with the School District to move the automated traffic law enforcement equipment to a replacement bus. The cost of removing and reinstalling such equipment will be borne by RedSpeed. School District shall notify RedSpeed within a reasonable period of time after it has knowledge that any Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus equipped bus has been reassigned to another route, removed from operation, or swapped, changed, altered or otherwise ceased to operate.
- f. School District may from time to time request changes to the services required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice thereof to RedSpeed. Upon RedSpeed's receipt of the requested change, RedSpeed shall deliver a written statement describing the effect, if any; the proposed changes would have on the pricing of this Agreement. Following the School District's receipt of the new pricing, the Parties shall negotiate to implement the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes. If the School District and RedSpeed fail to reach an agreement with respect to any of the proposed changes it shall not be deemed to be a breach of this Agreement.

B. Services Provided to Municipality.

- a. RedSpeed shall provide an Automatic Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus;
- b. RedSpeed shall mail or otherwise deliver a notice of violation to a violator for each Authorized Violation in the manner and within the time frame prescribed under Section 11-208.9 of the Illinois Vehicle Code (625 ILCS 5/11-208.9).
- c. RedSpeed shall make the recorded images of a violation accessible to the alleged violator by providing the alleged violator with a website address, accessible through the Internet.
- d. RedSpeed shall keep all recorded images made by the Automatic Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus confidential, except to the alleged violator, the Municipality and the School District. Any recorded image evidencing a violation, however, may be admissible in any proceeding resulting from the issuance of the citation.
- e. Training as indicated on Exhibit A attached hereto;

- f. Municipality may from time to time request changes to the services required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice thereof to RedSpeed. Upon RedSpeed's receipt of the requested change, RedSpeed shall deliver a written statement describing the effect, if any, the proposed changes would have on the pricing of this Agreement. Following the School District's receipt of the new pricing, the Parties shall negotiate to implement the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes. If the School District and RedSpeed fail to reach an agreement with respect to any of the proposed changes it shall not be deemed to be a breach of this Agreement.

3. **Term.** The term of this Agreement shall commence as of the date hereof and shall continue for a period of three (3) years after the installation date ("Installation Date"). This Agreement shall be automatically renewed for two (2) additional consecutive and automatic two (2) year periods following the expiration of the initial three (3) year term (the "Extended Term"). The Municipality and/or the School District may, in their sole discretion, decline to automatically renew this Agreement by providing written notice to RedSpeed that it shall not renew this Agreement not less than sixty (60) days prior to the last day of the initial term or any Extended Term.

4. **Compensation.** Compensation as set forth in Exhibit "B".

5. **Termination.**

- a. Any Party shall have the right to terminate this Agreement, without cause, with sixty (60) days written notice to the other Party. However, if this Agreement is terminated by either the Municipality or the School District within one (1) year starting from the Installation Date, then the terminating party must pay RedSpeed the amount of \$2,500 per bus prior to such termination being effective, unless such termination is made with Cause.
- b. Any Party shall have the right to terminate this Agreement immediately by written notice to the other if (i) the Illinois Statutes are amended to prohibit or substantially change the operation of Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus, as defined in the Illinois Vehicle Code; or (ii) any court having jurisdiction over the Municipality rules, or state or federal statute declares, the results from RedSpeed's Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus are inadmissible in evidence; or (iii) the other Party commits any material breach of any of the provisions of this Agreement which breach is not remedied within sixty (60) calendar days after written notice from the Party setting forth in reasonable detail their reasons for the alleged breach.

- c. The termination of this Agreement shall not relieve either Party of any liability that accrued prior to such termination.

Upon termination of this Agreement, the Municipality and School District shall immediately cease using the Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus for approaching, overtaking and passing a school bus provided pursuant to this Agreement and also immediately stop using any other Intellectual Property of RedSpeed, deliver to RedSpeed any and all Proprietary Property of RedSpeed provided to the Municipality pursuant to this Agreement and promptly approve payment of any and all fees, charges and amounts due to RedSpeed for services performed prior to the termination.

Prior to the expiration or sooner termination of this Agreement, Municipality and/or School District shall be responsible for the reasonable cost to repair and/or replace any installed Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus that has been damaged or destroyed by intentional or grossly negligent acts of Municipality and/or School District or any of its agents or representatives (but specifically excluding any damage caused by students).

Upon termination of this Agreement, RedSpeed shall remove any and all Equipment, hardware and software RedSpeed installed in connection with RedSpeed's performance of its obligations under this Agreement.

- d. Notwithstanding the termination of this Agreement, the following paragraphs of this Agreement shall survive such termination:
- i. Reservation of Rights, Representations and Warranties of RedSpeed;
 - ii. Representations and Warranties of Municipality and School District;
 - iii. Limited Warranties;
 - iv. Confidentiality;
 - v. Indemnification;
 - vi. Dispute Resolution;
 - vii. Assignment;
 - viii. Applicable Law;
 - ix. Injunctive Relief; and
 - x. Jurisdiction and Venue.

6. **License.**

- a. Subject to the terms and conditions of this Agreement, RedSpeed hereby grants to the Municipality and School District, upon the terms and conditions herein specified, a non-exclusive, non-transferable license during the Term of this Agreement to: (i) solely within the Municipality, access and use of the RedSpeed Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus for the sole purpose of reviewing Potential Violations and authorizing the issuance of Citations pursuant to the terms of the Violations processing Agreement that the Parties intend to enter into, and (ii) use the name RedSpeed, with the approval by RedSpeed, on or in marketing, public awareness or education, or other publications or materials relating to the Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus.
- b. The Municipality and School District hereby acknowledge and agree that RedSpeed is the sole and exclusive owner of the Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus provided by RedSpeed, the name RedSpeed, the mark and any and all Intellectual Property arising from or relating to the System.
- c. The Municipality and School District hereby covenant and agree that they shall not make any modifications to the Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus provided by RedSpeed, alter, remove or tamper with any RedSpeed trademarks, or any other Intellectual Material; use any trademarks or other Intellectual Material in connection without first obtaining the prior written consent of RedSpeed, or perform any type of reverse engineering to the RedSpeed Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus.
- d. RedSpeed shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of RedSpeed, including without limitation the filing applications to register as trademarks in any jurisdiction any of the RedSpeed Marks, the filing of patent application for any of the Intellectual Property of RedSpeed, and making any other applications or filings with appropriate Governmental Authorities. The Municipality and School District shall not take any action to utilize their own name or make any registrations or filings with respect to any of the RedSpeed Marks or the Intellectual Property of RedSpeed without the prior written consent of RedSpeed.

7. **Limited Warranty.** Except as otherwise provided in this Agreement, RedSpeed makes no warranties of any kind, express or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose, with respect to the RedSpeed Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus or any related equipment or with respect to the results of the Municipality's and School District's use of

any of the foregoing. Notwithstanding anything to the contrary set forth herein, RedSpeed does not warrant that the operation or use of the School Bus Equipment or the RedSpeed Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus will be uninterrupted. The Municipality and School District hereby acknowledge that the School Bus Equipment or the RedSpeed Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus may malfunction from time to time, and subject to the terms of this Agreement, RedSpeed shall diligently attempt to correct any such malfunction in a timely manner.

8. Representations.

RedSpeed Representations and Warranties

- a. RedSpeed hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.
- b. RedSpeed hereby warrants and represents that any and all services provided by RedSpeed pursuant to this Agreement shall be performed in a professional and workmanlike manner and, with respect to the installation and operation of the RedSpeed Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus, subject to applicable law, in compliance with all specifications provided to RedSpeed.

Municipality Representations and Warranties

- a. The Municipality hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder (i.e. the passing of an Ordinance to enter into this Agreement).
- b. The Municipality hereby warrants and represents that RedSpeed will be the exclusive supplier of Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus and Red Light Automated Traffic Law Enforcement System during the term of this Agreement or any Extended Term thereof and/or during the term of the Red Light Agreement or any Extended Term thereof.

School District Representations and Warranties

- a. The School District hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder (i.e. the passing of a Resolution to enter into this Agreement).

- c. The School District hereby warrants and represents that RedSpeed will be the exclusive supplier of Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus and Red Light Automated Traffic Law Enforcement System during the term of this Agreement or any Extended Term thereof and/or during the term of the Red Light Agreement or any Extended Term thereof.

9. **Confidentiality.** During the term of this Agreement and for a period of two (2) years thereafter, neither Party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information obtained from the other Party during the course of the negotiations for this Agreement or during the Term of this Agreement, each Party shall not disclose to any third party any Confidential Information without the other Party's express written consent. Exceptions are limited to its employees who are reasonably required to have the Confidential Information, agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information or except as otherwise required under Illinois Law.

Upon termination of this Agreement, each Party shall return to the other all tangible Confidential Information of such Party.

10. **Indemnification and Liability.**

a. Municipality and School District hereby agree to defend and indemnify and hold harmless RedSpeed and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all persons acting by, through, under or in concert with them (including but not limited to the suppliers of equipment and installers), or any of them against, and to protect, save and keep harmless the from, and to pay on behalf of or reimburse them as and when incurred for, any and all losses which may be imposed on or incurred by any RedSpeed or equipment provider and/or installer to the extent arising from their respective actions that constitute:

- i. any material representation, material inaccuracy or breach of any covenant, warranty or representation of the Municipality and/or School District contained in this Agreement;
- ii. the willful misconduct of the Municipality and/or School District, its employees contractors or agents which result in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the willful misconduct of any RedSpeed Party; or
- iii. any claim, action or demand challenging the Municipality's and/or the School District's use of the Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus or any portion thereof, the validity of the results of the Municipality's use of the

Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus or any portion thereof; validity of the Citations issued, prosecuted and collected as a result of the Municipality's use of the Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus provided by RedSpeed.

b. RedSpeed hereby agrees to defend and indemnify and hold harmless the Municipality and the School District and their elected officials, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and each of their affiliates, and all persons acting by, through, under or in concert with them, or any of them against, and to protect, save and keep harmless the Municipality and the School District from, and to pay on behalf of or reimburse the Municipality and the School District as and when incurred for, any and all liabilities, obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including reasonable attorneys' fees and court costs) of whatever kind and nature, which may be imposed on or incurred by the Municipality or the School District arising out of or related to:

- i. any material misrepresentation, material inaccuracy or breach of an covenant, warranty or representation of RedSpeed contained in this Agreement;
- ii. any negligent or willful misconduct of RedSpeed, its employees, contractors, or agents, taken in furtherance of its obligations or rights under this Agreement.

c. Notwithstanding anything to the contrary in this Agreement, noParty shall be liable to any other Party, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any lost profits; indirect, incidental, or consequential damages, however caused.

d. In the event any claim, action or demand in respect of which any Party hereto seeks indemnification from the other, the Party seeking indemnification ("Indemnified Party") shall give the Party from whom indemnification is being sought written notice of such claim promptly after the Indemnified Party first becomes aware. The Party from whom indemnification is being sought shall have the right to choose counsel to defend such claim (subject to approval of such counsel by the Indemnified Party, which approval shall not be unreasonably withheld, conditioned or delayed), and to control, and settle such claim so long as no aspect of such a settlement directly effects the Indemnified Party, monetarily or otherwise. The Party from whom indemnification is being sought shall have the right to participate in the defense at its sole expense.

11. Violation Processing.

Under this Agreement, Violations shall be processed as follows:

- a. All Violations Data shall be stored on the RedSpeed Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus.
- b. RedSpeed shall process the Violation Data gathered from the motor vehicle sensors working in conjunction with the visual signals on the school bus into a format capable of review by the Authorized Officer and in compliance with Illinois law.
- c. RedSpeed shall provide the Authorized Officer with access to the RedSpeed System for the purposes of reviewing the pre-processed Violations Data within seven (7) days of the gathering of the Violations Data from the applicable motor vehicle sensors working in conjunction with the visual signals on a school bus.

Thereafter, the Municipality shall cause the Authorized Officer to review the Violations Data and to determine whether a Citation shall be issued with respect to each Potential Violation captured within such Violation Data, and transmit each such determination using the software or other applications or procedures provided by RedSpeed on the RedSpeed Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus.

RedSpeed hereby acknowledges and agrees that the decision to issue a Citation shall be the sole, unilateral and exclusive decision of the Authorized Officer and shall be made in such Authorized Officer's sole discretion (a "Citation Decision"), and in no event shall RedSpeed have the ability or authorization to make a Citation decision.

12. Dispute Resolution. Upon the occurrence of any dispute or disagreement between the Parties hereto arising out of or in connection with any terms or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the Parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of any Party, all of the Parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. If the Parties are unable to resolve the Dispute within thirty (30) calendar days, and in the event that any Party concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then that Party may choose to enforce its rights in any manner it deems necessary or the Parties may mutually collectively agree to submit to binding or nonbinding arbitration or mediation.

13. Notices. Any notices to be given hereunder shall be in writing, and shall be deemed to have been given (a) upon delivery, if delivered by hand, (b) three (3) days after being mailed first class, certified mail, return receipt requested, postage and registry fees prepaid, or (c) one Business Day after being delivered to a reputable overnight courier service, excluding the U.S. Postal Service, prepaid, marked for the next day delivery, if the courier service obtains a signature acknowledging receipt, in each case addressed or sent to such Party as follows:

- a. **Notices to RedSpeed:**

RedSpeed Illinois, LLC

Attn. Robert Liberman, Manager
400 Eisenhower Lane North
Lombard, IL 60148

With a copy to:

Martin S. Korey
Stone Pogrud & Korey LLC
1 East Wacker Drive, Suite 2610
Chicago, IL 60601

b. Notices to Municipality:

City of Prospect Heights
8 N. Elmhurst Road Prospect Heights, IL 60070
Attn: City Administrator

With a copy to:

Michael F. Zimmermann
Tressler LLP
233 S. Wacker Drive
22nd Floor
Chicago, IL 60606

c. Notices to School District:

Prospect Heights School District 23
700 N. Schoenbeck Road
Prospect Heights, IL 60070
Attn: Dr. Deb Wilson, Superintendent

With a copy to:

A. Lynn Himes
180 N. Stetson
Suite 3100
Chicago, IL 60601

14. Relationship between RedSpeed, Municipality and School District. Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the Parties. The relationship between the Parties shall be that of independent contractors, and nothing contained in this Agreement shall create the relationship of principal and agent or otherwise permit either Party to incur any debts or liabilities or obligations on behalf of the other Party (except as specifically provided herein). Further, it shall also not create a revenue sharing agreement between RedSpeed and/or

Municipality and School District, but instead payment for services rendered, as set forth in paragraph 4 above.

15. **Assignment.** No Party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Provided, however, that the Municipality and School District hereby acknowledge and agree that delivery and performance of RedSpeed's rights pursuant to this Agreement shall require a significant investment by RedSpeed, and that in order to finance such investment, RedSpeed may be required to enter into certain agreements or arrangements including, but not limited to, acknowledgments and/or consents with equipment lessors, banks, financial institutions or other similar persons or entities. The Municipality and the School District hereby agree that RedSpeed shall have the right to assign, pledge, hypothecate or otherwise transfer its rights to the School Bus Equipment but not the service provided under this Agreement, to any of the aforesaid financial institutions without the Municipality's and the School District's prior written approval. The Municipality and the School District further acknowledge and agree that in the event that RedSpeed provides any such acknowledgment or consent to Municipality and the School District for execution, the Municipality and the School District will execute and deliver such acknowledgment or consent back to RedSpeed within a reasonable period of time.

16. **Injunctive Relief; Specific Performance.** The Parties hereby agree and acknowledge that a breach of License, Restricted Use, or Confidentiality of this Agreement would result in severe and irreparable injury to the other Party, which injury could not be adequately compensated by an award of money damages, and the Parties therefore agree and acknowledge that they shall be entitled to injunctive relief in the event of any breach of any material term, condition, or provision of this Agreement, or to join or prevent such a breach, including without limitation, an action for specific performance hereof.

17. **Audit.** Each of the Parties hereto shall have the right to audit the books and records of the other Party hereto solely for the purpose of verifying the payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than three business days prior notice, at mutually convenient times and during the normal business hours. In the event any such audit establishes any underpayment of any payment payable by the pursuant to this Agreement, the Audited Party shall promptly pay the amount of the shortfall. In the event any such audit establishes any overpayment by refund to the amount of the excess shall be promptly paid. Each Party shall solely pay the expenses for any audit they request.

18. **Force Majeure.** No Party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Said causes may include but are not limited to, acts of God, or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by RedSpeed, and unusually severe weather. The Party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

19. **Miscellaneous.**

a. **Definitions.**

In this Agreement, the words and phrases below shall have the following meanings:

- i. **"Authorized Officer"** means the designated employee(s) from the Police Department of the Municipality, or such other individual(s) as the Municipality shall designate to review Potential Violations and to authorize the Issuance of Citations.
- ii. **"Authorized Violation"** means each Potential Violation in the Violation Data for which authorization to issue a Citation in the form of an Electronic Signature is given by the Authorized Officer.
- iii. **"Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus"** means, collectively, all of the equipment, applications, back office processes and motor vehicle sensors working in conjunction with the visual signals on a school bus including but not limited to external video cameras, GPS antennas, GPS-enabled DVR (for recording video Violations and identifying location) and wireless router, components, and products, software and other tangible and intangible property relating including but not limited to the process by which the monitoring, identification and enforcement of Violations is facilitated by the use of certain equipment, applications and back office processes of RedSpeed and recording such Violation data in the form of photographic images of motor vehicles that fail to stop before meeting or overtaking, from either direction any school bus stop at any location for the purpose of receiving or discharging pupils in violation of Section 208.9 of the Illinois Vehicle Code (625 ILCS 5/11-208.9) or a similar provision of a local ordinance of Municipality.
- iv. **"Bus Company"** means the owner/operator of the Fleet that is hired by the School District to operate the School District's Fleet.
- v. **"Cause"** as used at Paragraph 5a of this Agreement shall mean:
 - (a) **The material breach by RedSpeed, its employees or agents, of any of the provisions** hereof on RedSpeed's part to be kept, maintained or performed.
- vi. **"Citation"** means the notice of Violation, which is in the form and contains the information required pursuant to Illinois law, and is mailed or otherwise delivered by RedSpeed to a violator for each Authorized Violation.
- vii. **"Confidential or Private Information"** means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, whether or not so labeled, which is connected with such Person's business or methods of operation or concerning any of such Person's suppliers, licensors,

licensees, municipalities or school districts or other with whom such Person has business relationship, and which has current or potential value to such Person or the unauthorized disclosure of which could be detrimental to such Person, including but not limited to:

Matters of a business nature, including but not limited to information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of installation, materials, or components, the prices such Person obtains or has obtained from its clients or municipalities or school districts, or at which such Person sells or has sold its services; and

Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, equipment, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term "trade secrets" shall mean the broadest and most inclusive interpretation of trade secrets.

- viii. **"Enforcement Documentation"** means the necessary and appropriate documentation related to the Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus, including but not limited to Citation notices (using the specifications required by the Illinois Vehicle Code, and by City ordinance), a numbering sequence for use on all Citation notices (in accordance with applicable court rules), instructions to accompany each issued Citation, chain of custody records, criteria regarding operational policies for processing Citations (including with respect to coordinating with the Department of Motor Vehicles), and technical support documentation for applicable court and judicial officers.
- ix. **"Fine"** means the monetary sum assessed for a Citation as provided for under Illinois law.
- x. **"Installation Date of the Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus"** means the date on which RedSpeed completes the installation of at least one (1) motor vehicle sensor working in conjunction with the visual signals on one (1) school bus in accordance with the terms of this Agreement so that such school bus is operational for the purposes of functioning with the Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus Program.
- xi. **"Intellectual Property"** means, with respect to any Person, any and all now known or hereafter known tangible and intangible: (a) rights associated with works of authorship throughout the world, including but not limited to

copyrights, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other property rights, (e) all other intellectual and property rights (of every kind and nature however designated), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force.

- xii. **"Operational Period"** means the period of time during the Term, commencing on the Installation Date, during which the Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus is functional in order to permit the identification and prosecution of Violations on the school bus(es) and the issuance of Citations for such approved Violations using the Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus.
- xiii. **"Person"** means natural individual, company, governmental entity, partnership, firm, corporation, legal entity or other business association.
- xiv. **"Potential Violation"** means the data collected and processed by the Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus with respect to any motor vehicle that allegedly failed to stop before meeting or overtaking, from either direction, any school bus stopped at any location for the purpose of receiving or discharging pupils in violation of 625 ILCS 5/11-1414 or a similar provision of a local ordinance.
- xv. **"Proprietary Property"** means, with respect to any Person, any written or tangible property owned or used by such Person in connection with such Person's business, whether or not such property is copyrightable or also qualifies as Confidential Information, including without limitation products, samples, equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature, correspondence, spread sheets, computer programs and software, computer print outs, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or relating to the business of such Person, financial statements, budgets, projections and invoices.
- xvi. **"RedSpeed Marks"** means all trademarks registered in the name of RedSpeed or any of its affiliates, such other trademarks as are used by RedSpeed or any of its affiliates on or in relation to Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus at any time during the Term this Agreement, service marks, trade names, logos, brands and other marks owned by RedSpeed, and all modifications or adaptations of any of the foregoing.
- xvii. **"School Bus Equipment"** means stop arm equipment which includes any and all cameras, sensors, equipment, components, products, software and other

tangible and intangible property relating to the Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus, including but not limited to motor vehicle sensors working in conjunction with the visual signals on a school bus including but not limited two (2) external video cameras, GPS antennas, GPS-enabled DVR (for recording video Violations and identifying location) and wireless router.

- xviii. **“Violation”** means any vehicle that fails to stop before meeting or overtaking, from either direction, any school bus stopped at any location for the purpose of receiving or discharging pupils in violation of 625 ILCS 5/11-1414 or a similar provision of a local ordinance.
- xix. **“Violations Data”** means the images and other data gathered by the Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus.
- b. **Entire Agreement.** This Agreement represents the entire Agreement between the Parties, and there are no other agreements (other than invoices and purchase orders), whether written or oral, which affect its terms. This Agreement may be amended only by a subsequent written agreement signed by all Parties.
- c. **Construction.** Except as expressly otherwise provided in this Agreement, this Agreement shall be construed as having been fully and completely negotiated and neither the Agreement nor any provision thereof shall be construed more strictly against either Party.
- d. **Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
- e. **Waiver.** Any waiver by any Party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.
- f. **Headings.** The headings of the sections contained in this Agreement are included herein for reference purposes only, solely for the convenience of the Parties hereto, and shall not in any way be deemed to affect the meaning, interpretation or applicability of this Agreement or any term, condition or provision hereof.
- g. **Execution and Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement, and no Party shall be required to produce an original or all of such counterparts in making such proof.

h. **Binding Effect.** This Agreement shall incur to the benefit of and be binding upon all of the Parties hereto and their respective executors, administrators, successors and permitted assigns.

i. **Compliance with Laws.** Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the Parties have no legal right to contract, the latter shall prevail, but in such event the term, condition or provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the Parties as expressed in this Agreement. Additionally, RedSpeed represents that it is in compliance with all applicable laws and shall comply with all applicable law during the term of this Agreement.

j. **Remedies Cumulative.** Each and all of the several rights and remedies provided for in this Agreement shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy.

k. **Applicable Law.** This Agreement shall be governed by and construed in all respects solely in accordance with the laws of the State of Illinois.

l. **Jurisdiction and Venue.** Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction and venue of the State Courts of the State of Illinois located in the County the Municipality resides, and all Parties specifically agree to be bound by the jurisdiction and venue thereof

m. **No Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a Party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

n. **Conflict of Interest.** RedSpeed represents and certifies that, to the best of its knowledge, (1) no employee or agent of Municipality or School District is interested in the business of RedSpeed or this Agreement; (2) as of the date of this Agreement neither RedSpeed nor any person employed or associated with RedSpeed has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither RedSpeed nor any person employed by or associated with RedSpeed shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

o. **No Collusion.** RedSpeed represents and certifies that (1) RedSpeed is not barred from contracting with a unit of state or local government as a result of (a) a delinquency

in the payment of any tax administered by the Illinois Department of Revenue unless RedSpeed is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq., 65 ILCS 5/11-42.1-1 et seq.; or (b) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; (2) only persons, firms, or corporations interested in this Agreement as principals have been those disclosed to the Municipality and School District prior to the execution of this Agreement; and (3) this Agreement is made by RedSpeed without collusion with any other person, firm, or corporation. If at any time it shall be found that RedSpeed has, in procuring this Agreement, colluded with any other person, firm, or corporation, then RedSpeed shall be liable to the Municipality and School District for all loss or damage that the Municipality or School District may suffer, and this Agreement shall, at the Municipality and/or School District's option, be null and void.

p. **Sexual Harassment Policy.** RedSpeed certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4).

q. **Non-Discrimination.** In all hiring or employment by RedSpeed pursuant to this Agreement, there shall be no discrimination against any employee or applicant for employment because of age, race, gender, creed, national origin, marital status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. RedSpeed agrees that no person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by, or resulting from, this Agreement.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth above.

"Municipality"

CITY OF PROSPECT HEIGHTS

"RedSpeed"

REDSPEED ILLINOIS, LLC

By: _____
Name: Nicholas J. Helmer
Title: Mayor

By: _____
Name: Robert Liberman
Title: Manager

"School District"

PROSPECT HEIGHTS SCHOOL
DISTRICT NUMBER 23,
COOK COUNTY, ILLINOIS

By: _____
Name: Dr. Deb Wilson
Title: Superintendent

EXHIBIT "A"

Installation

RedSpeed will have the School Bus Equipment installed by RedSpeed or the Bus Company that owns the School Bus and leases the School Bus to School District under the direction and control of RedSpeed in accordance with an implementation plan to be mutually agreed to by RedSpeed, Municipality and School District. For each school bus equipped with an automated traffic law enforcement system, RedSpeed shall post a sign indicating that the school bus is being monitored by an automated traffic law enforcement system.

RedSpeed will use reasonable commercial efforts to install the system in accordance with the schedule set forth in the implementation plan that will be formalized upon project commencement.

RedSpeed will use reasonable commercial efforts to install and activate the first School Bus Equipment within five (5) business days from the Effective Date of this Agreement. Municipality and School District agree that the estimated timeframe for installation and activation is not guaranteed.

RedSpeed shall provide training for up to four (4) employees of the Municipality and School District each, including but not limited to the person(s) who Municipality shall appoint as the Authorized Officer and other persons involved in the administration of this Agreement. Training shall include training with respect to the RedSpeed Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus and its operations including the School Bus Equipment, presenting Violations Data in Court and judicial proceedings and a review of the Enforcement Documentation. Training for more than four (4) employees of the Municipality and School District each shall be an extra cost to be agreed to by the Parties before training shall be provided.

Maintenance

All repair and maintenance of the School Bus Equipment and the Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus shall be the sole responsibility of RedSpeed, unless the repair or maintenance is the result of the negligent acts or omissions of Municipality or School District.

EXHIBIT "B"

Compensation

The Parties agree that all Citations shall be paid to a lock box which shall be maintained by RedSpeed.

RedSpeed to remit to the Municipality and/or School District the balance of all payments it collects for the Municipality and School District in accordance with the terms of the Intergovernmental Agreement between Municipality and School District after deducting therefrom the compensation due to RedSpeed as determined below:

I. School District School Bus Equipment Lease Fee:

- a) \$299.99 per month per School Bus. This cost includes the maintenance of the School Bus Equipment. (Also, no School Bus Equipment can be added or removed unless agreed to in writing by both Parties).

II. Municipal Service Fee:

- a) A service fee of \$5.99 shall be charged for each of the following services listed in subparagraphs (i), (ii) and (iii) below, where applicable, even if there is no Citation issued. Notwithstanding the fact that if the Municipality rejects the violation processed by RedSpeed with a reject code of "Officer Discretion", then all of the below paragraph II a) i, ii and iii charges will apply. Provided, however, notwithstanding the foregoing to the contrary, any other rejection will not result in a charge under the below paragraph II a) i, ii or iii charges. Further, in the event of a funeral procession or a car making way for an emergency vehicle, the violation will be rejected by RedSpeed and no charges will be applied under the below paragraph II a) i, ii or iii:
 - i. For digital capture, download and manual review of Violation Data evidence package (including three pictures and a 24 second video clip), performed by RedSpeed operators;
 - ii. For registered owner name and address retrieval associated with processing a Citation (utilizing Secretary of State, United States Postal Service or other 3rd party database);
 - iii. For ALL letter handling services, which includes the cost of postage and color printing. Provided, however, notwithstanding the foregoing to the contrary, all printing and mailing charges are covered under a single \$5.99 charge regardless of how many actual notices were mailed per violation and/or Citation. That is to say, if a single notice results in a \$5.99 payment, then RedSpeed will charge \$5.99 even if multiple notices are mailed.

- b) A service fee of \$5.99 shall be charged for each of the following services listed in subparagraph (i) below, where applicable:
 - i. For payment processing service, including check and credit card processing at the lock box, by phone, online or during administrative hearings.
 - c) A service fee of \$5.99 shall be charged for each of the following services listed in subparagraphs (i) and (ii) below, where applicable:
 - i. For ALL customer services offered by RedSpeed, including: municipality-specific toll free number, call center hearing scheduling, live operator Violation status and payment support;
 - ii. For digital evidence archival (storage of evidence for 7 years) service.
- III. The compensation in Paragraph I above has been agreed upon based on the following assumptions:
- a) Collection of delinquent payments will be the sole responsibility and expense of the Municipality. As used herein delinquent payments means where the Violator does not pay the fine or successfully contest the civil penalty resulting from the Violation and after all required notices including the final notice has been sent to the Violator as required under 625 ILCS 5/11-208.9;
 - b) RedSpeed will be able to utilize existing internet connections at the Municipality's Police Department and other locations where RedCheck (back-office processing software) will be installed and used.
- IV. RedSpeed, Municipality and School District Acknowledgement.
- RedSpeed, Municipality and School District acknowledge that the Compensation set forth in Paragraphs I and II above is not based on the number of traffic citations issued or the revenue generated by the system and is, therefore, compliant with the laws of the State of Illinois.
- V. The Municipality and the School District shall each receive a statement by the 15th of every month stating the amount collected and the amount of compensation to RedSpeed for the prior month. The net amount retained to the Municipality and School District shall be included with the statement.

- VI. All Citations (payments) shall be collected by RedSpeed. After Citations are collected, RedSpeed shall be paid all of its compensation as set forth in Paragraphs I and II and then the balance shall be promptly paid to the Municipality and School District in accordance with their Intergovernmental Agreement. The Municipality and School District acknowledge that each shall have access to all records on the computer terminal provided by RedSpeed pursuant to this Agreement. If for some reason it is not available RedSpeed shall provide a paper copy of any monthly statement upon written request.
- VII. **Cost Neutrality.** Notwithstanding any other provision of this Agreement to the contrary, if any invoice for compensation owed to RedSpeed from Municipality and/or School District is higher than the amount collected, the balance owed to RedSpeed will be carried over and paid by the Municipality and/or the School District in the following month. Payment will only be made by Municipality and/or School District up to the amount of cash received by Municipality and/or School District through the collection of School Bus Stop Arm Citations up to the amount currently due. Cost neutrality is assured to Municipality and/or School District as the Municipality and/or School District shall never have to pay RedSpeed more than the actual cash received.

EXHIBIT C

**AMENDMENT TO AGREEMENT BETWEEN
REDSPEED ILLINOIS, LLC AND THE
CITY OF PROSPECT HEIGHTS FOR THE
INSTALLATION AND OPERATION OF AN AUTOMATED
TRAFFIC LAW ENFORCEMENT SYSTEM**

**AMENDMENT TO AGREEMENT BETWEEN
REDSPEED ILLINOIS, LLC AND THE
CITY OF PROSPECT HEIGHTS FOR THE
INSTALLATION AND OPERATION OF AN AUTOMATED
TRAFFIC LAW ENFORCEMENT SYSTEM**

This Amendment to Agreement between RedSpeed Illinois, LLC and the City of Prospect Heights for the Installation and Operation of an Automated Traffic Law Enforcement System (the "Amendment") made this ____ day of _____, 2014 (the "Effective Date") by and between REDSPEED ILLINOIS, LLC, an Illinois limited liability company ("RedSpeed") and the City of Prospect Heights, an Illinois municipal corporation ("Municipality");

W I T N E S S E T H:

WHEREAS, RedSpeed and Municipality executed and delivered that certain Agreement between RedSpeed and the Municipality for the Installation and Operation of an Automated Traffic Law Enforcement System (the "Agreement") on October 30, 2006, which has been amended from time to time; and

WHEREAS, RedSpeed and Municipality have agreed to execute a contract for the implementation of an Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus and the collection of any Citations issues pursuant thereto, with Prospect Heights School District Number 23, Cook County, Illinois, also being a party thereto (the "ATLES School Bus Contract"); and

WHEREAS, RedSpeed has agreed to execute the ATLES School Bus Contract in consideration for Municipality agreeing to extend the term of this Agreement; and

NOW, THEREFORE, the Agreement is amended as of the date hereof as follows:

1. This Amendment may be executed in counterparts and all so executed shall constitute one and the same Amendment. The parties intend to sign and deliver this Amendment by facsimile transmission or other electronic mode including email. Each party agrees that the delivery of the Amendment by facsimile or other electronic mode including email shall have the same force and effect as delivery of original signatures and that each party may use such electronically reproduced signatures as evidence of the execution and delivery of the Amendment by all parties to the same extent that an original signature could be used.

2. Except for the amendments reflected in the hereinafter paragraph 3, RedSpeed and Municipality confirm the Agreement, with all previous amendments, as being valid and binding on RedSpeed and Municipality subject to the terms of this Amendment.

3. The term of this Agreement shall be extended from the Effective Date hereof for a period of three (3) years ("Extended Term") and shall be automatically renewed for two (2) additional consecutive and automatic two (2) year periods following the expiration of the Extended Term. The Municipality may, in its sole discretion, decline to automatically renew the

Agreement by providing written notice to RedSpeed that it shall not renew the Agreement not less than sixty (60) days prior to the last day of the Extended Term or any renewal period.

IN WITNESS WHEREOF, RedSpeed and Municipality have executed this Amendment on the date first above written.

REDSPEED:

REDSPEED ILLINOIS, LLC

By: _____
Name: Robert Liberman
Its: Manager

MUNICIPALITY:

CITY OF PROSPECT HEIGHTS

By: _____
Name: _____
Its: Mayor

ATTEST:

By: _____
Name: _____
Its: City/Village Clerk



City Council Agenda Item No: IX (D)

Meeting Date: June 23, 2014

Item: Prevailing Wage Rates

Motion: To approve under the consent agenda the ordinance adopting the 2014 Prevailing Wage Rate under that provision of the Illinois Prevailing Wage Act.

Staff Contact: Ken Lopez, City Administrator

Purpose:

The purpose of this memo is to approve under the consent agenda the ordinance adopting the 2014 Prevailing Wage rate.

Background:

The City Council is being asked to adopt the latest 2014 Prevailing Wage rate schedule for various labor categories, which would apply to wages earned on City public works projects. The annual establishment of prevailing wages is dictated by state statute. The enclosures detail the hourly wages and benefits that must be paid by the City vendors to various trades that they employ.

Recommendation:

Therefore, it is my recommendation to approve the ordinance adopting the 2014 Prevailing Wage Rate under the consent agenda.

Votes Required to Pass:

Majority vote

Enclosures:

- Ordinance adopting the Prevailing Wage Rate
- Cook County Prevailing Wage Rate for June 2014

ORDINANCE NO. 0-14-__

**AN ORDINANCE ESTABLISHING THE PREVAILING WAGE
RATE FOR THE CITY OF PROSPECT HEIGHTS,
COOK COUNTY, ILLINOIS**

WHEREAS, the State of Illinois has enacted "An Act Regulating Wages of Laborers, Mechanics and Other Workers Employed In Any Public Works By the State, County, City Or Any Public Body Or Any Political Subdivision Or by Any One Under Contract For Public Works," approved June 26, 1941, as amended (820 ILCS 1301/1, et seq.); and

WHEREAS, the aforesaid Act requires that the City Council of the City of Prospect Heights investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said City of Prospect Heights employed in performing construction of public works, for said City of Prospect Heights.

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

Section 1. To the extent required by the Prevailing Wage Act ("Act"), 820 ILCS 130/0.01, et seq, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the City of Prospect Heights is hereby determined to be the same as the prevailing rate of wages for construction work in Cook County as determined by the Department of Labor of the State of Illinois as of June of the current year, a copy of that determination is attached hereto and incorporated herein by reference as Exhibit A. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the City of Prospect Heights. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

Section 2. Nothing herein contained shall be construed to apply the general prevailing rate of wages to any work or employment which is not covered by the Act.

Section 3. The City Clerk shall publicly post or keep available for inspection by any interested party in the City Hall of the City of Prospect Heights this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

Section 4. The City Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Section 5. The City Clerk shall promptly file a certified copy of this Ordinance with

both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

Section 6. The City Clerk shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance.

Section 7. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED AND APPROVED this ____ day of _____, 2014.

AYES:

NAYS:

ABSENT:

PASSED this ____ day of _____, 2014.

APPROVED this ____ day of _____, 2014.

Nicholas J. Helmer, Mayor

ATTEST:

City Clerk

Published in pamphlet form _____, 2014.

EXHIBIT A

**ILLINOIS DEPARTMENT OF LABOR
DETERMINATION OF PREVAILING WAGES AND BENEFITS
APPLICABLE TO PUBLIC WORKS PROJECTS IN COOK COUNTY, ILLINOIS**

JUNE, 2014

Cook County Prevailing Wage for June 2014

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	==	=	=====	=====	=====	==	==	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		37.100	37.600	1.5	1.5	2.0	13.38	9.520	0.000	0.500
ASBESTOS ABT-MEC		BLD		35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER		BLD		44.240	48.220	2.0	2.0	2.0	6.970	17.54	0.000	0.350
BRICK MASON		BLD		41.580	45.740	1.5	1.5	2.0	9.700	12.80	0.000	1.040
CARPENTER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
CEMENT MASON		ALL		42.350	44.350	2.0	1.5	2.0	12.16	12.35	0.000	0.430
CERAMIC TILE FNSHER		BLD		34.810	0.000	2.0	1.5	2.0	10.20	7.830	0.000	0.640
COMM. ELECT.		BLD		38.000	40.800	1.5	1.5	2.0	8.420	11.30	1.100	0.700
ELECTRIC PWR EQMT OP		ALL		44.850	49.850	1.5	1.5	2.0	10.63	14.23	0.000	0.450
ELECTRIC PWR GRNDMAN		ALL		34.980	49.850	1.5	1.5	2.0	8.290	11.10	0.000	0.350
ELECTRIC PWR LINEMAN		ALL		44.850	49.850	1.5	1.5	2.0	10.63	14.23	0.000	0.450
ELECTRICIAN		ALL		43.000	46.000	1.5	1.5	2.0	12.83	14.27	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		49.900	56.140	2.0	2.0	2.0	12.73	13.46	3.990	0.600
FENCE ERECTOR		ALL		34.840	36.840	1.5	1.5	2.0	12.86	10.67	0.000	0.300
GLAZIER		BLD		40.000	41.500	1.5	2.0	2.0	12.49	15.99	0.000	0.940
HT/FROST INSULATOR		BLD		46.950	49.450	1.5	1.5	2.0	11.17	11.96	0.000	0.720
IRON WORKER		ALL		42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
LABORER		ALL		37.000	37.750	1.5	1.5	2.0	13.38	9.520	0.000	0.500
LATHER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
MACHINIST		BLD		43.920	46.420	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		ALL		30.520	0.000	1.5	1.5	2.0	9.700	12.55	0.000	0.590
MARBLE MASON		BLD		40.780	44.860	1.5	1.5	2.0	9.700	12.71	0.000	0.740
MATERIAL TESTER I		ALL		27.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MATERIALS TESTER II		ALL		32.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MILLWRIGHT		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
OPERATING ENGINEER		BLD 1		46.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 2		44.800	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 3		42.250	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		PLD 4		40.500	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 5		49.850	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 6		47.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 7		49.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT 1		51.300	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT 2		49.800	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT 3		44.350	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT 4		36.850	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT 5		52.800	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY 1		44.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 2		43.750	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 3		41.700	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 4		40.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 5		39.100	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 6		47.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 7		45.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
ORNAMNTL IRON WORKER		ALL		42.900	45.400	2.0	2.0	2.0	13.11	16.40	0.000	0.600
PAINTER		ALL		40.750	45.500	1.5	1.5	1.5	10.75	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.680
PLASTERER		BLD		41.250	43.730	1.5	1.5	2.0	11.10	11.69	0.000	0.550
PLUMBER		BLD		46.050	48.050	1.5	1.5	2.0	12.53	10.06	0.000	0.880
ROOFER		BLD		39.200	42.200	1.5	1.5	2.0	8.280	9.690	0.000	0.430

SHEETMETAL WORKER	BLD	41.210	44.510	1.5	1.5	2.0	10.48	19.41	0.000	0.660
SIGN HANGER	BLD	30.210	30.710	1.5	1.5	2.0	4.850	3.030	0.000	0.000
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	10.75	8.850	0.000	0.450
STEEL ERECTOR	ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STONE MASON	BLD	41.580	45.740	1.5	1.5	2.0	9.700	12.80	0.000	1.040
SURVEY WORKER -> NOT IN EFFECT		37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER	BLD	36.040	0.000	1.5	1.5	2.0	10.20	9.900	0.000	0.540
TERRAZZO MASON	BLD	39.880	42.880	1.5	1.5	2.0	10.20	11.25	0.000	0.700
TILE MASON	BLD	41.840	45.840	2.0	1.5	2.0	10.20	9.560	0.000	0.880
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E ALL 1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD	41.950	42.950	1.5	1.5	2.0	8.180	11.78	0.000	0.630

Legend: RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-Fri (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pension (Pension)

Vac (Vacation)

Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand

to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft.; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5);

Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors

pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the

classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".



E

City Council Meeting Agenda Item No: IX (E)

Meeting Date: June 23, 2014

Item: Discarding of trailer

Motion: I move to approve under the consent agenda the ordinance for the sale of surplus property.

Staff Contact: Steven L. Cutaia, Public Works Director

Purpose:

The purpose of this memo is to request to remove and discard a 35' STRICK red trailer.

Background:

The Public Works Facility has had been utilizing a STRICK Brand trailer for 20-30 years as a storage container. It is dilapidated, difficult to access and is rarely utilized. The only identification located on the trailer is a 1998 safety sticker, and a brand name of STRICK. Due to the proposed addition, this trailer will likely interfere with the project; therefore I see no reason to keep the trailer and wish to dispose of it at this time.

Financial Impact:

None.

Recommendation:

Approve the ordinance for the sale of surplus property.

Votes Required to Pass:

Majority vote

Enclosures:

Ordinance

Pictures

ORDINANCE NO. 14-O-
ORDINANCE DIRECTING THE SALE OF SURPLUS PROPERTY

WHEREAS, the City Council has determined according to State Statute that there exists certain personal property owned by the City that is no longer necessary or useful to the City and is hereby declared to be surplus property;

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

SECTION 1: That pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the city council finds the following property to be no longer being necessary or useful to the City and is hereby declared surplus property:

1(one)-35 foot STICK Brand semi-trailer(no numbers/papers)

SECTION 2: That pursuant to the authority of Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the city council hereby authorizes and directs the City Administrator or her designee to dispose of said surplus property in any manner she sees fit which may include the negotiated sale of the above property, or any other lawful means. The City Administrator need not advertise the property for sale.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form.

AYES:

NAYS:

ABSENT:

PASSED this _____ day of _____, 2014.

APPROVED this _____ day of _____, 2014.

Nicholas J. Helmer, Mayor

ATTEST:

City Clerk

Published in pamphlet form _____, 2014.





F



City Council Agenda Item No: IX (F)

Meeting Date: June 23, 2014
Item: Amending the Liquor Code
Motion: To approve under the consent agenda the ordinance amending the liquor code.
Staff Contact: Ken Lopez, City Administrator

Background:

The City received a request from Judie Fiandaca, John Fiandaca's wife, on behalf of Player's Pub & Grill. Ms. Fiandaca believes that Player's has great deal of trouble in its recruitment of new employees because of the city's rules about the age of servers in liquor establishments. The state code and many neighboring communities allow servers in licensed establishments to be 18 years or older. Our code prohibits this.

Section 2-3-7.B. provides:

It shall be unlawful for any licensee or any officer, associate, member, representative, agent or employee of such licensee to engage, or employ, or permit any person under the age of twenty one (21) years to handle, sell, serve or deliver alcoholic liquor, or to entertain, or to act as host or hostess in or upon the licensed premises where the principal business is the sale of alcoholic liquor, while such premises are open for the sale at retail of alcoholic liquor. Any person under the age of twenty one (21) years, engaged or employed or permitted to work in or upon the general premises where the sale of alcoholic liquor is not the main or principal business may not work as entertainer, host or hostess, or in connection with the handling, selling, serving or delivering of alcoholic liquor.

At our last Council Workshop, the Mayor and the Council agreed to consider amending the code to allow servers to be 18 years or older. Under the proposed amendment, Servers between the age of 18 and 21 would not be allowed to "attend bar, or to pour, draw, mix, or otherwise prepare alcoholic liquor for consumption on the premises." However, they would be allowed to serve as wait staff.

Recommendation:

Approve the ordinance under the consent agenda.

Votes Required to Pass: Majority vote

Enclosures: Ordinance amending the liquor code

ORDINANCE NO. O-14-__

**An Ordinance Amending the Liquor Code
(Employment of 18 to 21 year olds as Servers)**

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

SECTION 1. That Title 2, BUSINESS AND LICENSE REGULATION, Chapter 3, Liquor Control, Section 2-3-17, Sanitary Conditions; Employment of Nonage Persons, of the Prospect Heights City Code, as amended, is hereby further amended with deletions in strikethrough and additions in underlined text so that the same shall be read as follows:

2-3-17: SANITARY CONDITIONS; EMPLOYMENT OF NONAGE PERSONS:

- A. Premises: All premises used for the retail sale of alcoholic liquor, or for the storage of such liquor for sale, shall be kept in full compliance with the ordinances regulating the condition of premises for the storage and sale of food for human consumption.
- B. Employees: ~~It shall be unlawful for any licensee or any officer, associate, member, representative, agent or employee of such licensee to engage, or employ, or permit any person under the age of twenty one (21) years to handle, sell, serve or deliver alcoholic liquor, or to entertain, or to act as host or hostess in or upon the licensed premises where the principal business is the sale of alcoholic liquor, while such premises are open for the sale at retail of alcoholic liquor. Any person under the age of twenty one (21) years, engaged or employed or permitted to work in or upon the general premises where the sale of alcoholic liquor is not the main or principal business may not work as entertainer, host or hostess, or in connection with the handling, selling, serving or delivering of alcoholic liquor.~~ No licensee holding a license permitting the sale of alcohol liquor for immediate consumption shall employ or permit any person under the age of 21 years to attend bar, or to pour, draw, mix, or otherwise prepare alcoholic liquor for consumption on the premises, provided that nothing herein shall prohibit an employee of such a licensee who is over the age of 18 but under the age of 21 years from performing wait staff functions or carrying alcoholic liquor to and from tables as part of the licensee's service.

SECTION 2. That Title 2, BUSINESS AND LICENSE REGULATION, Chapter 3, Liquor Control, Section 2-3-21. GENERAL CONDUCT AND CONDUCT OF EMPLOYEES IN LICENSED ESTABLISHMENTS, of the Prospect Heights City Code, as amended, is hereby

further amended with deletions in strikethrough and additions in underlined text so that the same shall be read as follows:

A. Definitions: The following terms shall have the meanings ascribed to them in this subsection:

EMPLOYEE: Any agent, manager, employee, entertainer, barkeeper, host, hostess, waiter, waitress or other such person employed on any contractual basis by such an establishment, or receiving any remuneration for services in such an establishment. Except as expressly allowed in this Chapter, All ~~all~~ such defined individuals must be at least twenty one (21) years of age.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PASSED and APPROVED this ____ day of _____, 2014.

Nicholas J. Helmer, Mayor

ATTEST:

City Clerk

AYES:

NAYS:

ABSENT:

Published in pamphlet form:



Prospect
Heights

City Council Agenda Item No: IX (G)

Meeting Date: June 23, 2014

Item: Settlement of certain claims

Motion: To approve under the consent agenda the resolution approving and ratifying settlement of certain claims.

Staff Contact: Ken Lopez, City Administrator

Purpose:

The purpose of this memo is to approve under the consent agenda the resolution approving certain claims.

Background:

The City Council is being asked to approve several claims which have been brought before the City of Prospect Heights.

Recommendation:

Approve the resolution ratifying settlement of certain claims.

Votes Required to Pass:

Majority vote

Enclosures:

- Resolution approving settlement certain claims

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND RATIFYING
SETTLEMENT OF CERTAIN CLAIMS**

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

SECTION ONE: That the settlement of the following claims in the following amounts is hereby approved:

1. \$3,000 to settle pending, pre-litigation claim of Steven Roberson.
2. \$8,500 to settle Godlewski v. City of Prospect Heights, case no. 11 L 10621.

SECTION TWO: That the settlement of the following claims by the city administrator is hereby ratified and approved:

Grzanecki v. City of Prospect Heights for \$3,750.

SECTION THREE: The Mayor and/or City Administrator are authorized to take any other steps necessary to carry out this resolution.

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

PASSED this _____ day of _____, 2014.

Nicolas Helmer, Mayor

ATTEST:

CITY CLERK

AYES:

NAYS:

ABSENT:



City of Prospect Heights

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

Subject: Willow Road Sidewalk Improvements – ITEP Funded
Local Agency: City of Prospect Heights
Section No.: 12-00051-00-SW
ITEP #: 131069
Date: May 29, 2014

The City received notification of an Illinois Transportation Enhancement Program (ITEP) grant award on April 14, 2014 for Willow Road sidewalk, from Russet Wood Drive to Schoenbeck Road. The five foot wide concrete sidewalk will be installed on the North side of Willow Road is total length is about 1,600 feet.

The original grant application for this was submitted around August 2013. The ITEP grant funds construction costs and construction engineering costs. The ITEP project commitment for the project will not exceed \$284,000 and the total project is funded 80% by Federal Funds (ITEP) and 20% by City funds.

The estimated construction cost is \$320,000, with \$256,000 federally funded and \$64,000 City funded. The construction engineering cost is \$35,000, with \$28,000 federally funded and \$7,000 City funded. The City funds required for this project can come from a variety of funds.

As part of this project, the City is required to complete the construction drawings and bid documents for this project. This work needs to be 100% locally funded. For your consideration tonight is a proposal from Gewalt Hamilton Associates (GHA) to complete the engineering work required to prepare the project for a bid letting. ITEP funded projects require that the Illinois Department of Transportation (IDOT) administer the contract, review engineering plans, approve engineering plans and place the project on an IDOT letting.

There are typically around eight IDOT bid lettings each year. Given the time needed to design the project and to provide ample review time for IDOT, this project can't be constructed in the 2014 season. Therefore, the project schedule is as follows:

- October 17, 2014 submit final plans to IDOT for review
- December 15, 2014 anticipated final plan approval by IDOT
- March 6, 2015 anticipated bid letting date
- June and July 2015 construction

The construction contract will be held by IDOT and the City would reimburse IDOT for the City matching requirements as per the grant conditions (20% local match). I would anticipate 90% of the City matching funds (\$58,000) would be due to IDOT around May 2015, with the remainder due at conclusion of the construction contract. Please contact me with any further questions you might have.

Steven D. Berecz, P.E.
City Engineer

May 28, 2014

GHA GEWALT HAMILTON
ASSOCIATES, INC.
CONSULTING ENGINEERS

Mr. Ken Lopez
City Administrator
City of Prospect Heights
8 N. Elmhurst Road
Prospect Heights, IL 60070

850 Forest Edge Drive, Vernon Hills, IL 60061
TEL 847.478.9700 ■ FAX 847.478.9701

820 Lakeside Drive, Suite 5, Gurnee, IL 60031
TEL 847.855.1100 ■ FAX 847.855.1115

www.gha-engineers.com

Re: Proposal for Consulting Engineering Services
Willow Road Sidewalk Improvements – Russet Wood Drive to Schoenbeck Road
GHA Proposal #2014.T085

Dear Mr. Lopez:

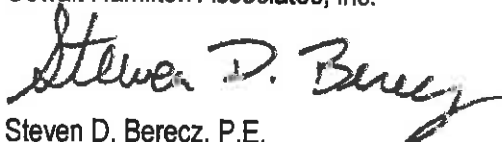
Thank you for considering Gewalt Hamilton Associates, Inc. (GHA) to provide Consulting Engineering Services to the City of Prospect Heights with respect to the above captioned project. Our project scope has been based on our prior conversations and also our prior preliminary plans prepared for these locations.

This proposal is divided into the following sections:

- I. Project Understanding
- II. Preparation of Drainage Plans and Construction Bidding Documents
- III. Additional Services
- IV. Schedule of Services
- V. GHA Personnel
- VI. Compensation of Services

Please review this proposal, and if you should have any questions or require additional information, please do not hesitate to contact me. Thank you for your consideration.

Sincerely,
Gewalt Hamilton Associates, Inc.



Steven D. Berecz, P.E.
Corporate Secretary

2014.T085 Prospect Heights Willow road Sidewalk Improvements

Proposal for Consulting Civil Engineering Services
WILLOW ROAD SIDEWALK IMPROVEMENTS
RUSSET WOOD DRIVE TO SCHOENBECK ROAD
City of Prospect Heights

I. Project Understanding

The City is requesting that GHA prepare the Phase II engineering plans for the proposed sidewalk and drainage improvements along Willow Road from Russet Wood Drive to Schoenbeck Road for and IDOT Letting using federal ITEP funds. As Willow Road is under the jurisdiction of Cook County Department of Transportation and Highways (CCDOTH) a permit will be required. Phase I for this project was approved by IDOT on May 24, 2013. The final deliverables will be Plans, Specifications, and Estimates (Estimate of Cost and Estimate of Time) submitted to IDOT and CCDOTH for approval. We understand that all funding for Phase II Design of this project is from local sources.

II. Scope of Services

GHA will prepare plans for proposed 5' wide concrete sidewalk and drainage improvements along the north side of Willow Road from Russet Wood Drive to Schoenbeck Road. The plans will be based on the approved Phase I report and we will utilize the Phase 2 drawings prepared to date by Baxter & Woodman.

Improvement plans scope of work includes:

- Coordinate the proposed improvements with public utility companies such as ComEd, AT&T, Nicor, and Cable TV Company. This work will consist of sending design drawings to the various companies and requesting utility atlases to determine the location of public utilities within the limits of the proposed improvements. Based on the received information and the information on the utility survey, we will identify those utilities that may be in conflict with the proposed improvements and include their relocation in the plans. Our scope does not include excavating utilities to determine their exact location and elevation in the field.
- Prepare final engineering plans to include a title sheet, general notes, summary of quantities, plan and profile sheets, drainage and utility sheets, details and cross sections (50' intervals and at all driveways) for construction in accordance with City and IDOT standards.
- Submit sidewalk improvement plans to IDOT for approval and to Cook County Department of Transportation and Highways (CCDOTH) for permit.
- Prepare a Storm Water Pollution Prevention Plan (SWPPP) and submit a NPDES Construction Site Activities permit to the IEPA.
- Prepare final contract special provisions.
- Prepare final Engineer's Opinion of Probable Cost (EOPC) along with Estimate of Time.
- We estimate up to 2 design review meetings at the City.

III. Additional Services and Services not Included

- Meetings with public officials, City staff, agencies, homeowners, or consultants beyond those noted in the scope. Attendance at public hearings.
- Preparation of multiple bid set plans or phased plans.
- Archeological and architectural preservation studies.
- Wetland mitigation plans or flood hazard studies in conjunction with the Illinois Department of Water Resources, U.S. Corps of Engineer or the Federal Emergency Management Agency requirements, including any meetings or negotiations regarding wetland mitigation permits. (We do not anticipate the need for this type of work.)
- Review fees, permit fees or utility locate fees.

- Construction observation, staking or construction management. (We can provide this proposal at a later date, once a contractor and timing for work has been selected.)

IV. Schedule of Services

Based on the Phase II IDOT Kickoff Meeting the following schedule is anticipated:

Pre-Final Plan Submittal	October 17, 2014
Final P, S&E	December 15, 2014
IDOT Letting	March 6, 2015

V. GHA Personnel

Gewalt Hamilton Associates, Inc. will provide the City with an experienced team of project management and technical personnel who can perform the required professional design services. Mr. Steven D. Berecz, P.E. will function as the Project Manager, he will be assisted by Mr. Kevin L. Belgrave, P.E., PTOE. Other professional staff will provide support as required.

VI. Compensation for Services

GHA proposes invoicing on a lump sum basis per project location as shown below:

• Willow Road Sidewalk Plans	\$ 15,500
• Willow Road Sidewalk Special Provisions	\$ 1,200
• Willow Road Sidewalk Permit Coordination (CCDOH permit)	<u>\$ 2,500</u>
• Total	\$ 19,200

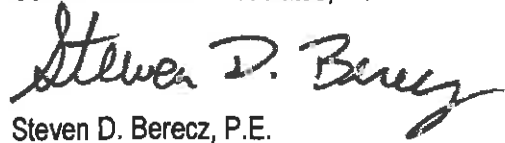
The aforementioned fees are on the following GHA 2014 Prospect Heights Public Improvements rate schedule. Expansion for overhead, payroll burden and professional fees are included in these hourly rates.

Principal Engineer	\$150.00 per hour
Senior Engineer	\$124.00 per hour
Professional Engineer	\$104.00 per hour
Registered Land Surveyor	\$104.00 per hour
Staff Engineer	\$96.00 per hour
Senior Engineering Technician	\$98.00 per hour
Engineering Technician II	\$84.00 per hour
Engineering Technician I	\$60.00 per hour
Secretary	\$48.00 per hour

Invoices for our work will be submitted on a monthly basis and will detail specifically the services performed on the project. All non-personnel expenses will be billed directly and are not subject to the stated ceiling costs. These billable expenses include printing, travel, messenger services and other incidental non-personnel expenses required specifically for the project.

Thank you for your consideration. We look forward to the opportunity to work with the City on this project. If this proposal is acceptable, please sign one copy and return it to our office at your earliest convenience.

Sincerely,
Gewalt Hamilton Associates, Inc.

A handwritten signature in black ink that reads "Steven D. Berecz". The signature is written in a cursive, flowing style.

Steven D. Berecz, P.E.
Corporate Secretary

Accepted by: _____ Date: _____
City Administrator



Features

ID

Description

- | | |
|---|--|
| 1 | Starting point of project site. The Willow Road sidewalk project will allow connectivity, enhance safety and promote pedestrian and bicycle transportation throughout this geographical area. |
| 2 | End point of sidewalk project (total length - 1622 feet. The addition of this sidewalk will connect multiple access routes to and from an elementary, middle and high school, shopping centers, Metra and Pace stations and local area residences. |
| 3 | John Hersey High School |
| 4 | MacArthur Middle School |
| 5 | Betsy Ross Elementary School |
| 6 | Super Target |
| 7 | Shopping Mall |



City Council Agenda Item No: X(I)

Meeting Date: June 23, 2014

Item: Furniture for Training Room – Lower Level of Police Center

Motion: I move to approve the proposal from Midwest Office Interior and purchase the listed items for a sum not to exceed \$11,302.70

Staff Contact: James J. Dunne, Chief of Police

Purpose:

The purpose of this memo is to discuss and approve the purchase of training room furniture.

Background:

As discussed during our budget workshops we would like to utilize DEA Seizure Funds to purchase tables and chairs for our training room. This room is utilized for our Citizen's Police Academy, Volunteers, Department Training and as HQ for our various task force entities.

The vendor is the company that we used to upgrade all of the main floor furniture at Police Center two years ago. They presented us with many options and a wide range of quality and costs variables. Staff who utilize the space opted for the suggested furniture because it was durable, comfortable and stackable (making the room useable for hands on training). Staff members also chose the selected furniture based on the attractiveness for our Citizens Police Academy and other guests who may utilize the space.

Financial Impact:

Seven thousand two hundred was specifically designated and budgeted for training room furniture (16-300-7020), knowing that the costs may be higher after further research, additional funds were budged in the DEA Seizure Fund line item 16-500-7020 account that will more than adequately cover the cost of this expenditure as well as other projects that may occur throughout this fiscal year.

Recommendation:

Approve this expenditure and order the furniture.

Enclosures:

- Proposal from Midwest Office Interiors, proposal 32309. The items with a *star* next to them are the proposed purchases.

PROPOSAL

18380 Argonne Woods Dr. Suite 300
Woodridge, IL 60517

Phone: (630) 300-8700
Fax: (630) 700-2113

PROPOSAL: 32309

DATE: 04/30/14

PROJECT#: 742-207

PROPOSAL FOR:

INSTALL AT:

Prospect Heights Police Department
Attn: James J. Dunne, Chief of Police
14 E. Camp McDonald Road
Prospect Heights, IL 60070

Prospect Heights Police Department
Attn: James J. Dunne, Chief of Police
14 E. Camp McDonald Road
Prospect Heights, IL 60070

SALESPERSON
Cheryl Fischer

CUSTOMER P/O...

QUOTE VALID
05/30/14

QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
		TCPN Contract # R4982		
10	HMT2484G	Huddle 24x84 Table Top w/Edgeband requires MBFLIP 24XL	229.92	2,299.20
	.N	No Grommets		
	.A9	LAM: Steel Mesh		
	.S	Edge: Charcoal		
		List Price: 531.00 Discount Off List: 56.70 %		
1		AND	0.00	0.00
10	HMBFLIP2 4XL	Huddle Flip Top Base for 24x84 & 24x96 Tops	277.99	2,779.90
	.C	Castors		
	\$(CORE)	Paint Grade: Core Paint		
	.S	PAINT: Charcoal		
		List Price: 642.00 Discount Off List: 56.70 %		
30	HMN2	Motivate Nest/Stack Chair-Flex Bck-Uph Seat (Sample Chair with MESH BACK)	221.26	6,637.80
		CONTINUED...		
		PAGE 1		

PROPOSAL

10353 Arnette Woods Dr., Suite 600
Woodridge, IL 60517

Phone: (815) 855-2700
Fax: (815) 743-2143

PROPOSAL: 32309

DATE: 04/30/14

PROJECT#: 742-207

PROPOSAL FOR:

INSTALL AT:

Prospect Heights Police Department
Attn: James J. Dunne, Chief of Police
14 E. Camp McDonald Road
Prospect Heights, IL 60070

Prospect Heights Police Department
Attn: James J. Dunne, Chief of Police
14 E. Camp McDonald Road
Prospect Heights, IL 60070

SALESPERSON
Cheryl Fischer

CUSTOMER P/O..:

QUOTE VALID
05/30/14

QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
	.N	Arm: No Arm		
	.A	All Surface Caster		
	.IM	Black Mesh		
	.ON	COLOR: Onyx		
	\$(3)	Grade: III Uph		
	.RI	UPH: Stitchery		
	90	COLOR: Indigo		
	.BLCK	FRAME: Black		
		List Price: 511.00		
		Discount Off List: 56.70 %		
1		OR	0.00	0.00
30	HMN2	Motivate Nest/Stack Chair-Flex Bck-Uph Seat	186.62	5,598.60
	.N	Arm: No Arm		
	.E	Standard Nylon Glide		
	.PS	Plastic Shell <i>Back</i>		
	.RE	COLOR: Regatta		
	\$(3)	Grade: III Uph		
	.RI	UPH: Stitchery		
	90	COLOR: Indigo		
	.BLCK	FRAME: Black		

CONTINUEPAGE 2

PROPOSAL

10500 Argonne Woods Dr., Suite 600
Woodridge, IL 60517

Phone: (508) 850-3700
Fax: (508) 792-2143

PROPOSAL: 32309

DATE: 04/30/14

PROJECT#: 742-207

PROPOSAL FOR:

INSTALL AT:

Prospect Heights Police Department
Attn: James J. Dunne, Chief of Police
14 E. Camp McDonald Road
Prospect Heights, IL 60070

Prospect Heights Police Department
Attn: James J. Dunne, Chief of Police
14 E. Camp McDonald Road
Prospect Heights, IL 60070

SALESPERSON

Cheryl Fischer

CUSTOMER P/O..:

QUOTE VALID

05/30/14

QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
		List Price: 431.00 Discount Off List: 56.70 %		
1	Labor	Receive, Deliver & Install 10 Tables & 30 Chairs Non-Union labor	625.00	625.00
Thank you for the opportunity to quote on your requirements!				
			SUBTOTAL....:	17,315.50
ACCEPTED BY _____			DELIV and/or INSTALL.:	625.00
DATE ACCEPTED _____			TOTAL	17,940.50
PAGE 3 OF 3				

\$11302.70



City Council Agenda Item No: X (J)

Meeting Date: June 23, 2014

Item: Purchase two replacement police vehicles

Motion: I move to accept the quote from Currie Motors Fleet to purchase two 2015 Ford Utility Police Interceptor All Wheel Drive units for the amount of \$26,828 each.

Staff Contact: James J. Dunne, Chief of Police

Purpose:

The purpose of this memo is to request approval to purchase two new patrol vehicles for the police patrol.

Background:

This is our third annual cycle of rotating out Ford Crown Victoria's. We have found that the four Ford Utility AWD Police Interceptors currently in our fleet are the right fit for patrolling Prospect Heights. We continue to evaluate other products and other sized vehicles, however; this product has held up well and there is merit in having a uniformed fleet.

These two units will replace Ford Crown Victoria unit numbers 604 and 608 which each have approximately 85,000 miles of use. One rotated out vehicle will be assigned to city hall as an additional pool vehicle and the other will replace an older police pool vehicle.

Because these are different sized vehicles with different internal dimensions from our current vehicles, the majority of the equipment will need replacing. The purchase of the additional equipment, decals, etc. has been budgeted for FY 2014-15.

Financial Impact:

The quotation is for \$26,828 for each unit which is budgeted in the FY 2014-15 budget and part of the Reserve for Capital Replacement Plan.

Recommendation:

This is a scheduled fleet rotation. The units being rotated out have exhausted their ability to properly function in a daily 24/7 365 capacity. Based on our predetermined plan, I would recommend that we purchase two new patrol vehicles.

Votes Required to Pass:

Majority Vote

Enclosures:

SPC 2015 Ford Utility Police Interceptor AWD Contract #122

Attn:
Chief
Dunne



**2015 Ford Utility Police Interceptor AWD
Contract # 122**



Currie Motors Fleet

"Nice People To Do Business With"

Your Full-Line Municipal Dealer
www.CurrieFleet.com

GOOD THRU: November 08, 2014



find us on
Facebook



2015 Ford Utility Police Interceptor AWD
Contract # 122
\$24,800.00

3.7 TI-VCT V6 FFV
6-Speed Automatic
Rear recovery hooks
Independent front/rear suspension
Engine Oil Cooler
18.6 gallon fuel tank
Engine Hour Meter
220 Amp Generator
78 Amp Hour Battery
Lower black body side cladding
Dual Exhaust
Black spoiler
Electric Power Assist Steering
Acoustic laminated windshield
18" Tires and Wheels
Fixed glass lift gate
Full Size Spare
AM/FM/CD
Roll curtain airbag
Safety Canopy W/Roll Over
Sensor
Anti-Lock Brakes With Advanced
Trac and traction control
Bi functional projector headlamps
LED tail lamps
2nd/3rd Row Privacy Glass
My Ford police cluster

All-Wheel Drive
Manual folding power mirror
Fold flat 60/40 rear vinyl bench
Single zone manual Climate
Control
Power Windows
Power Locks
Cruise Control/Tilt Wheel
Calibrated Speedometer
Column Shift
Work Task Light red/white
Simple fleet key
Power Adjustable Pedals
Two-Way Radio Pre-Wire
Particulate air filter
Power Pig tail
Delivery Within 30 Miles

Standard Warranty:

Basic: 3 Years/ 36,000 Miles
Drivetrain: 5 Years/100,000 Miles
Corrosion: 5 Years/ Unlimited
Miles
Emissions: 8 Years/80,000 Miles
Roadside Assistance:
5Years/60,000 Mile

24,800
2,028 options

26,828

Optional Equipment:

☐	3.5L V-6 Ecoboost	\$3,120.00
☒	Spot Light Drivers Side Incandescent	\$215.00
☐	Daytime Running Lights	\$38.00
☐	Spot Light Drivers Side LED Bulb	\$395.00
☐	Dual Spot Lights Incandescent	\$298.00
☐	Dual Spot Lights LED Bulb	\$527.00
☐	Code3 Light Bar – loose shipped *New Pricing	\$1,349.00
☐	Whelen Light Bar – loose shipped	\$1,475.00
☐	Control Box For Lights – loose shipped	\$175.00
☐	Two Tone Vinyl Package	\$794.00
☐	4-Doors/Roof Accent Paint	\$1,795.00
☐	Vinyl Word Wrap "Police"	\$726.00
☐	16" Push Bumpers	\$665.00
☐	18" Full Wheel Face Covers	\$51.00
☒	Pre-wiring grill lamp, siren, speaker	\$50.00
☒	100 Watt siren/speaker	\$300.00
☒	Keyed Alike	\$44.00
☐	Ballistic drivers door panel	\$1,448.00
☒	Ballistic front door panels	\$2,794.00
☒	Rear view camera	\$503.00
☐	Sync & Reverse sensing	\$529.00
☐	Lockable gas cap	\$20.00
☐	Blind spot monitoring-requires Sync	\$490.00
☐	Remote keyless entry n/a with keyed alike	\$255.00
☒	Reverse sensing	\$254.00
☐	Engine block heater	\$35.00
☒	1 st /2 nd row carpet	\$107.00
☒	Rear handles & locks inoperable	\$35.00
☐	Rear window switches delete	\$35.00
☐	Hidden door lock plunger	\$119.00
☐	Remappable (4) switches	\$155.00
☐	Rear console plate	\$35.00
☐	Auxiliary A/C	\$568.00
☒	Radio suppression straps	\$135.00
☒	Dark car feature (courtesy lights inop)	\$50.00
☐	Over-ride switch	\$285.00
☐	All weather mats	\$100.00
☐	Prisoner partition – loose shipped	\$705.00
☐	Prisoner rear seat/barrier – loose shipped	\$1,250.00
☐	Rustproof & Undercoat	\$395.00
☐	Remote start	\$450.00
☐	Scotch guard	\$125.00
☐	Roof rack side rails	\$100.00
☐	Hidden door lock plunger w/inop handles	\$279.00
☐	Dome lamp red/white cargo area	\$43.00

Contract# 122

☐	CD-Rom service manual	\$295.00
☐	Delivery over 30 miles	\$125.00
☐	License and Title fees MP plates	\$220.00

Optional Packages:

☐	Police Wire Harness Connector Kit – Front For connectivity to Ford PI Package solutions includes: • (2) Male 4-pin connectors for siren • (5) Female 4-pin connectors for lighting/siren/speaker • (1) 4-pin IP connector for speakers • (1) 4-pin IP connector for siren controller connectivity • (1) 8-pin sealed connector • (1) 14-pin IP connector	\$125.00
☐	Police Wire Harness connector Kit – Rear For connectivity to Ford PI Package solutions includes: • (1) 2-pin connector for rear lighting • (1) 2-pin connector • (6) Female 4-pin connectors • (6) Male 4-pin connectors • (1) 10-pin connector	\$150.00
☐	Police Interior Upgrade Package-65U Note: See upfitters guide for further info Includes: Cloth rear seats, Floor mats front & rear, 1 st row and 2 nd row carpet floor covering, Full floor console with unique police finish panels (not available with 67G 67H 67U)	\$390.00
☒	Front Headlamp Lighting Solution-66A Includes: Two front integrated LED lights for Wig-Wag simulation-does not include controller-requires grill lamp wiring	\$877.00
☐	Front Headlamp Housing Only-86P Pre-drilled side marker holes (does not include lights)	\$120.00
☐	Tail Lamp Lighting Solution-66B Includes two rear integrated LED lights (in tail lamps does not include controller)	\$392.00
☐	Rear Lighting Solution-66C Includes two backlit flashing LED lights (mounted to inside lift gate glass), two lift gate flashing LED lights (not available with Police Interceptor package 67H)	\$437.00
☐	Ultimate Wiring Package -not available with Interior Upgrade Package Includes the following: • Rear console mounting plate (85R)-contours through 2nd row; channel for wiring • Pre-wiring for grille LED lights, siren and speaker (60A) • Wiring harness I/P to rear (overlay) • (2) light cables-supports up to (6) LED lights (engine compartment/grille) • (2) 50-amp battery and ground circuits in RH rear-quarter	\$540.00

	• (1) 10-amp siren/speaker circuit engine cargo area • Rear hatch/cargo area wiring-supports up to (6) rear LED lights Recommend police wire harness connector kits 47C & 21P	
☐	Cargo Wiring Upfit Package-not available with Interior Upgrade Package • Rear Console Mounting Plate • Wiring overlay harness w/lighting & siren interface connections • Vehicle engine harness: 2-light connectors, 2-grill light connectors, 2-50 amp battery ground circuits in power junction box, 2-10 amp siren/speaker circuit • Whelen lighting PCC8R control head • Whelen PCC8R Light Relay Center • Whelen specific cable connects PCC8R to control head • Pre-wiring for grill lights siren and speaker (not available with 65U 67H and 67U)	\$1,139.00
☐	Ready for the Road Package-not available with Interior Upgrade Package All-in Complete Package-Includes Police Interceptor Packages 66A 66B 66C plus • Whelen Cencom light controller • Whelen Cencom relay center/siren amp with traffic advisor • Light controller/relay Cencom wiring • Grille LED Lights • 100 Watt Siren/Speaker • (9) I/O digital Serial Cable (console to cargo) • Hidden door lock plunger & rear door handles inoperable • Rear console mounting plate (not available with 66A 66B 66C 67G 67U)	\$3,102.00

Optional Maintenance & Warranty Coverage:

☐	ESP Extended Warranty Extra Care 5-Year 60,000 miles *NEW PRICING	\$1,035.00
☐	ESP Extended Warranty Base Care 5-year 100,000 miles	\$1,710.00
☐	ESP Limited Maintenance Plan 75,000 miles, 5000 mile interval	\$754.00
☐	ESP Limited Maintenance Plan 100,000 miles, 5000 mile interval	\$882.00
☐	ESP Limited Maintenance Plan 125,000 miles, 5000 mile interval	\$1,163.00
	ESP Limited Maintenance Plan	

Contract# 122

150,000 miles, 5000 mile interval	\$1,269.00
-----------------------------------	------------

Options – Exterior

☐	Dark Blue	
☐	Lt. Blue Metallic	
☐	Kodiak Brown	
☐	Light Grey	
☐	Ingot Silver	
☐	Black	
☒	Oxford White	
☐	Med. Titanium	
☐	Royal Blue	
☐	Sterling Grey	
☐	Special Paint	\$873.00

Options – Interior

☒	Charcoal Black w/vinyl rear	
☐	Charcoal Black w/cloth rear	\$55.00



Please enter the following:

Agency Name & Address

Prospect Heights Police Dept.
14 E. Camp McDonald Rd
Prospect Heights IL 60070

Contact Name

James Dunne

Phone Number

847-456-3124

Purchase Order Number

PD14-0610

Total Dollar Amount

\$ 53,656

Total Number of Units

2

Delivery Address

SAA

Please submit P.O. & tax exempt letter with Vehicle Order:

Currie Motors

9423 W. Lincoln Hwy

Frankfort, IL 60423

PHONE: (815) 464-9200 FAX: (815) 464-7500

CurrieFleet@gmail.com

Contact Person: Tom Sullivan

IF WE HAVE MISSED AN OPTION, PLEASE CONTACT OUR OFFICE.
COMPLETE UNITS IN STOCK FOR IMMEDIATE DELIVERY, CAN BE VIEWED
ON OUR WEBSITE WWW.CURRIEFLEET.COM

Contract# 122

K



City Council Agenda Item No: X (K)

Meeting Date: June 23, 2014

Item: Install 210' of new sidewalk and replace 60-5'x5' sidewalk squares

Motion: I move to accept the proposal from Kruger's Concrete Excavation, Inc. for sidewalk improvements in the amount of \$16,895.00.

Staff Contact: Steven L. Cutaia, Public Works Director

Purpose:

The purpose of this memo is to request that we allow Kruger's Concrete Service install 210' of new sidewalk and replace 60-5'x5' sidewalk squares.

Background:

The existing sidewalk on Piper Lane has an incomplete area where there is about 210' where there is not concrete sidewalk. Furthermore the city has about 60-5'x5' concrete square that is in need of removal and replacement.

Financial Impact:

The amount for the scope of work is \$16,895.00 (budgeted \$20,000.00). Other quotes were obtained by A-1 Contractors (\$45,463.00) and K & K Concrete (not prevailing wage \$12,660.00).

Recommendation:

Upon reviewing the quotes, staff recommends we proceed with the proposed concrete work by Kruger's Concrete Service in the amount of \$16,895.00.

Votes Required to Pass:

Majority vote

Enclosures: Copy of Proposal

City of Prospect Heights Purchase Order/Requisition PO

Billing Address:

City of Prospect Heights
Accounts Payable
8 N Elmhurst Rd
Prospect Heights, IL 60070

Shipping To Address:

8 N. Elmhurst Rd
14 E. Camp McDonald Rd
401 Piper Lane

City Hall
Police Dept.
Public Works

☐ Prepaid
Order

All Invoices Must Be Sent To Above Address
and include P.O.#., Dept, Employee & Order Date
All material shipped must include a packing List with P.O. #

Tax Exempt # 9975-7745-06

Vendor Name: Krueger Concrete

Address : 1200 E Golf Road

City, State, Zip: Des Plaines Illinois 60016

Attention:

Phone: 847-375-8788

Department:

Ordered By:

Date Ordered:

Delivery Date:

PW

Steve Cutaia

6/17/2014

ASAP

Quotes

Vendor	Price
Krueger's	\$16,895.00
A-1	45,463
K & K	(not prev. wage) 12,660.00
Sent RFP to over 12+ contractors	

QTY

Description

New SIDEWALK/ 2014 SIDEWALK R&R PROGRAM

replace misc sidewalks(60 - 5'x5' squares)

Install totally new sidewalk where none existed on Piper Lane(210')

This project is to comply with all municipal, county, and state laws and regulations including the state of Illinois prevailing wage regulations(820 ILCS 130/)

Unit Cost

Total Cost

\$16,895.00

Budget Account Number Amount

(\$20,000.00)

01-350-5634

Signatures:

Employee

Department Head

City Administrator

Mayor

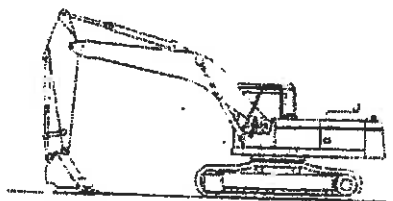
Received By

Date

n/a



Krueger's
Concrete
Excavation, Inc.



1200 E. GOLF RD. BLDG 2 ~ DES PLAINES IL 60016 P: 847-375-8788 F: 847-375-2045
E mail kruegersconcrete@att.net

PROPOSAL SUBMITTED TO CITY OF PROSPECT HEIGHTS		PHONE 847 - 398 - 6070	DATE 6/2/14
STREET 8 N ELMHURST RD		JOB NAME SIDEWALK PROGRAM	
CITY, STATE and ZIP CODE PROSPECT HTS IL		JOB LOCATION QUAKER PARK SUBDIVISION	
ARCHITECT N/A	DATE OF PLANS N/A	OLD WILLOW RD AND COVE, QUAKER DR	

CONTRACT TERMS & CONDITIONS FOR KRUEGERS CONCRETE & EXCAVATION INC.
SUGGESTED TERMS AND CONDITIONS OF SALE

Any account or part thereof not paid on or before the thirtieth (30th) day following the date of invoice is subject to a finance charge. All past due invoices are subject to a 1 1/2% monthly finance charge (annual rate of 18%). The agreed monthly periodic rate and annual percentage rate may be charged by Contractor by thirty (30) days written notice by Contractor to Customer. Payments by Customer shall be applied first to unpaid finance charges and the remainder of the payment to the oldest unpaid invoices.

Any legal action by the Contractor to collect Customer's unpaid account will render Customer liable for all attorney fees, cost and statutory interest. Contract dates and time are not guaranteed. Contractor agrees to use reasonable efforts to have the concrete available for delivery and installation on or about the date requested herein.

CUSTOMER ACKNOWLEDGES THAT DELAYS ARE INHERENT IN THE CONSTRUCTION INDUSTRY AND CUSTOMER FURTHER AGREES THAT CONTRACTOR SHALL NOT BE RESPONSIBLE FOR LOSSES, EXPENSES, CLAIMS OR DAMAGES, WHETHER DIRECT OR INDIRECT OR CONSEQUENTIAL FOR ANY DELAY OR DEFAULT IN DELIVERIES CAUSED BY ACTS OF GOD, FIRE WEATHER, STRIKES, ACCIDENTS, GOVERNMENTAL ACTION, SHORTAGES OF TRANSPORTATION EQUIPMENT, MATERIAL OR LABOR, OR ANY OTHER CAUSE OR CONDITION WHATSOEVER, WHICH IN ANY WAY DELAYS THE MANUFACTURE AND/OR DELIVERY OF THE MATERIALS.

Customer assumes all responsibility and liability for and releases and agrees to indemnify the Contractor and Contractor's employees from any liability for any damages to curbs, sidewalks, driveways, pavements, concrete utilities, landscaping and any other equipment or improvements that result from equipment on the premises.

Customer hereby agrees that Contractor may rely on any and all instructions, directions or other communications received by Contractor from the owner, architect, or general contractor, for the project where the concrete is to be installed and that such instructions shall be binding on Customer.

Contractor is not a licensed engineer, flood specialist or surveyor and does not hold himself out to be an expert in any of these areas.

Concrete will comply with all ASTM and ACI guidelines.

Contractor does not warrant or guarantee the color or texture of the concrete and does not warrant or guarantee vs scaling, cracking, etc of the concrete. Contractor recommends that no salt products be used on concrete for a minimum period of two years.

Customer/Owner will provide survey to contractor, and said survey will be relied on for all boundaries in relation to the placement of the concrete.

Customer/Owner will provide access to the contractor including a right of way for all heavy equipment, etc. If conveyor is needed an increase in price may apply. Customer/Owner has a duty to disclose any pre-existing conditions as to property including latent or unforeseen conditions, such as buried utilities, concrete, fuel tanks, etc, which might affect contractor or the work of the contractor during excavation or demolition and assumes full responsibility in which may result in a price increase.

Customer/Contractor to supply Washroom Facility at job site during duration of job.

Contractor Not Responsible for damage to private or job site properties due to cave-ins, unstable ground conditions, etc. from weather or pre-existing conditions.

LIMITED WARRANTY

Contractor makes no warranty whatsoever with respect to the concrete installed and sold materials by Contractor. Contractor only certifies that materials will meet manufacturer's specifications or ASTM specifications indicated. As to all materials, Contractor makes no statement or representation as to future performance of the materials. Contractor disclaims any express or implied warranty of fitness for any particular purpose. The limited warranty is exclusive and is in lieu of any and all representations and/or warranties, expressed or implied, and in lieu of any implied warranty of merchantability or habitability, or any implied warranty or fitness for any particular purpose. No employee or officer of Contractor is authorized to change, or modify or extend this Limited Warranty or to modify or change Contractor's limited liability. Customer affirms that Customer has not relied on Contractor's skill and judgment or any other Contractor's representation concerning Contractor's materials and that Customer has relied solely on Customer's skill and judgment. Further, the agreed price reflects the limited extent of Contractor's Limited Warranty.

Limitation of Contractor's liability: Contractor disclaims any and all liability except as specifically provided for in these Terms and Conditions of Sale. Contractor's limited liability for any and all damages or Claims for any cause or by any person whatsoever, and regardless of the form of action whether in tort of law, contract, statute, express or implied warranty or for negligence, excepting only claims for personal injury to a person, shall be limited exclusively to Contractor's contract price party, for any lost profits, economic loss, additional cost or expenses or any special, indirect, direct or consequential damages, loss or expense even if Contractor has been advised of or should have known of the possibility of any such loss, cost, expense, or damages or for any claim against Customer by any other parties based on the use of Contractor's materials. Purchaser agrees that the price invoiced for these materials in a consideration in limiting Contractor's liability and limiting remedies by Customer or others against Contractor.

OWNER / CONTRACTOR

DATE

KRUEGER'S CONCRETE & EXCAVATION, INC

DATE.



We hereby submit specifications and estimates for:

JOB NAME QUAKER PARK SUBDIVISION	DATE 6/2/14
JOB LOCATION OLD WILLOW, COVE AND QUAKER DRIVE / 35 PIPER LANE	

SCOPE OF WORK :

**REMOVE AND REPLACE 60- 5' x 5' CONCRETE SIDEWALK SQUARES / MARKED BY OTHERS
SUPPLY 2 TRUNCATED DOME PLATFORMS /**

**INSTALL 210' X 5' X 5' CONCRETE SIDEWALK / TO CONNECT 2 EXISTING CONCRETE
SIDEWALKS**

ALL EXCAVATED DIRT REMOVED FROM SITE

ALL SIDEWALKS 4" THICK CONCRETE OVER 5" CA 6 GRAVEL TO MEET IDOT AND ACI SPECS

LANDSCAPE TO BE RESTORED WITH SOD / KRUEGERS NOT RESPONSIBLE FOR WATERING

PAYMENT TERMS : 1/2 ON ACCEPTANCE / BALANCE ON COMPLETION OF WORK

We Propose hereby to furnish material and labor - complete in accordance with specifications, for the sum of

PAYMENT TERMS ABOVE

Note: This proposal may be withdrawn by us if not accepted within 30 days dollars (\$ 16,895.00)

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above Date of Acceptance _____

Signature _____

Signature _____



L

City Council Agenda Item No: X (L)

Meeting Date: June 23, 2014

Item: Power rodding and televising three separate storm sewers

Motion: I move to approve proposal from H.R. Stewart, Inc. to perform storm sewers cleaning and televising three separate storm sewers

Staff Contact: Steven L. Cutaia, Public Works Director

Purpose:

The purpose of this memo is to request H.R. Stewart, Inc. to power rod and televise three separate storm sewers

Background:

As part of our 2014 Drainage Program, there are three separate storm sewer systems staff would like a professional to confirm that the piping is clean, clear, and undamaged. These locations/projects include #1: Lake Claire (outflow), #2: Hillcrest Lake (outflow), and #3: Elm Street (field tile).

Financial Impact:

The cost to perform this scope of work is for Project #1: \$5,950.00, Project #2: \$2,975.00, and Project #3: \$2,975.00, Totaling: \$11,900.00. Staff obtained other quotes;

Name	Lake Claire	Hillcrest Lake	Elm Street
HR STEWART INC	\$5,950.00	\$2,975.00	\$2,975.00
Nat'l Power Rodding	\$450.00hr + \$75.00per ton	\$450.00hr + \$75.00per ton	\$450.00hr + \$75.00 per ton
United	\$950.00 +(8. per ft.) \$12,616.00	(8. per ft.) \$2,800.00	(8. per ft.) \$4,480.00
Pipeline Solutions	\$39,500.00	\$15,300.00	\$8,500.00

Recommendation:

Approve H.R. Stewart, Inc. to power rod and televise three separate storm sewers.

Votes Required to Pass: Majority vote

Enclosures: Contractor Proposal

"Your Hometown Source"

(847) 639-3331
(815) 356-9060
Fax: (847) 639-0738

Steven Cutaia
City of Prospect Heights
8 North Elmhurst Road
Prospect Heights IL 60070-6070

We propose to our proposal to clean and televising the storm sewers at the above location in as per documents supplied to us in your RFP dated June 12th, 2014. This work covers 3 separate locations locate throughout the city. This proposal is broken down per the RFP and will be completed as follows:

- Provide Vactor truck and operator
- Provide Camera Van and operator
- Provide light cleaning (includes 2 passes with properly sized jet head)
- Clean all catch basins and manholes
- Televising line with color pan and tilt mainline sewer televising equipment with integral LED lighting
- Pan and tilt all defects and note in reports
- Upload all video, still photos and reports to Drop Box for ease of viewing, sharing and downloading
- Provide 3 copies of DVD media disc of inspection
- Provide 3 copies of computer generated reports
- Water for cleaning

Quote # 3 **For the sum of \$ 2,975.00**

- Heavy Cleaning will be billed at \$ 325.00 Per Hour And Only After Written Approval
- 2 ½" fire hydrant connection for re-filling Vector truck shall be available
- Water Level In Pipe Must Be Less Than 1/3 of Pipe Diameter In Order For Camera To View Pipe Sufficiently

Jim Stewart

ACCEPTED BY: _____ DATE: _____ P.O.# _____

Owner/Contractor Agreement

THIS AGREEMENT, made this 16th day of June A.D. 2014 by and between City of Prospect Heights IL. hereinafter called the Owner and H.R. Stewart Inc. hereinafter called the Contractor.

For the consideration hereinafter named, the said Owner covenants and agrees with said Contractor, as follows:

FIRST. H.R. Stewart Inc. agrees to furnish all material and perform all work necessary to complete the project as noted on this agreement.

SECOND. H.R. Stewart Inc. agrees to promptly begin said work as soon as notified by said Architect or Owner.

THIRD. H.R. Stewart Inc. shall take out and pay for Workmen's Compensation and Public Liability Insurance, also Property Damage and all other necessary insurance, as required by the Owner or Architect.

FOURTH If the Owner or Architect breaches or attempts to breach any of the terms of this Contract or fails to make any payments when due under this Contract, the Owner shall pay to Company as part of a judgment all of the Company's costs and expenses, including reasonable legal fees, incurred by the Company in enforcing the terms of this Contract or collecting any payment due under this Contract.

FIFTH. No extra work or changes under this contract will be recognized or paid for, unless agreed to in writing before the work is done or the changes made.

SIXTH. This agreement is in conjunction with work and terms described in previous pages of this document

The contractor and Owner for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants of this agreement.

Owner

Jim Stewart

H. R. Stewart Inc.

M



City Council Agenda Item No: X (M)

Meeting Date: June 23, 2014

Item: WRB, LLC Proposal to secure Additional Lake Michigan Water Supply

Staff Contact: Ken Lopez, City Administrator

Purpose:

The purpose of this memo is to discuss the proposal from WRB, LLC to assist the City with securing Lake Michigan Water Supply.

Background:

At our last workshop, the Council engaged in a lengthy discussion on how best to secure Lake Michigan water supply. In addition, Mr. Balling came before the City Council to offer his services to assist the City with securing Lake Michigan water. As a result, Mr. Balling submit a proposal for Council consideration. Within the proposal, Mr. Balling identified four objectives that he hopes to accomplish should his services be retained.

The four objectives are:

1. Assist with securing a contractual commitment for an additional supply of Lake Michigan water
2. Assist the City in securing a low interest loan from the IEPA and/or grant
3. Assist the City in modifying Prospect Heights water allocation
4. Assist the City on activities related to the implementation of modifications to the City's water system

It was furthered discussed that the Council submit a list, summarizing concerns and opinions to the City Administrator. After reviewing the lists, it became very clear that there was a consensus on several items. They are:

1. Secure a long term agreement with a water provider
2. Secure the lowest possible water rates
3. Ensure that the infrastructure costs are reasonable and affordable

However, there are differences of opinions on whether to phase the installation of water or install water through the City at one time. A second issue of concern is how to address the east side of town – to include them or not.

Financial Impact:

The proposal outlines a fee structure that would place Mr. Balling on a retainer of \$3,000 for 10 hours per month and an hourly rate of \$185 per hour for any contracted services beyond the 10 hours per month. The total monthly fee for WRB, LLC services could range between \$5,000 - \$7,000 per month. In the event the City moves forward with retaining the services of WRB, LLC, staff will be required to amend the City budget to accommodate the added expense that was not budgeted.

Recommendation:

Clearly, retaining the services of WRB, LLC will be beneficial to the City of Prospect Heights should the Council move forward with securing additional water supply. My only comment would be to reevaluate the objectives and determine which of the four objectives can be accomplished by City staff without the services of WRB, LLC.

Enclosures:

- WRB, LLC proposal.



412 S. Prindle Avenue
Arlington Heights, IL 60004
www.wrbllc.com

Phone: 847-398-8399
Fax: 847-394-4456
E-mail: bill@wrbllc.com

Mayor Nick Helmer and City Council
City of Prospect Heights
8 North Elmhurst Road
Prospect Heights, Illinois 60070

April 30, 2014

SUBJECT: Proposal to Secure an Additional Lake Michigan Water Supply

Mayor Helmer and Members of the City Council,

WRB,LLC Consulting and Management Services is pleased to present a proposal to secure an additional source of Lake Michigan water supply meeting the long term water demands of the City of Prospect Heights as reflected in the 2007 Water System Master Plan and 2013 Water System Study, both prepared by Baxter and Woodman. The focus of the project will be on securing a supply source from the Northwest Water Commission, Des Plaines but other alternative options will be investigated as well. A description of the work plan proposal is attached as Exhibit 1 to this letter. I believe it is in the interests of the City to proceed with formal communication to the Northwest Water Commission at once and I am available to commence my work in May.

WRB,LLC is a Management Services Company which is uniquely positioned to provide these services to Prospect Heights. As a former Village Manager and Chairman of the Northwest Water Commission I have sound institutional knowledge on the structure of the Commission and as a Consultant, I have been involved with five significant Lake Michigan and water supply projects in the Chicago metropolitan area including a major contract structural rework for five southwestern suburbs and securing membership and permanent Lake Michigan Water Supply for four Lake County Water systems in the Central Lake County Joint Action Water Agency. A complete listing of client work can be found on my website www.wrbllc.com, but let me briefly summarize my qualifications and that of my firm.

PROFILE: William Balling

Bill Balling has extensive professional management experience in Municipal Government. For over 29 years he served as Buffalo Grove's Village Manager and throughout that period guided growth in the Village to three times its original size. Regional government service has also been an important part of Bill's career and he has served in policy executive leadership capacities as Chairman of the Northwest Water Commission serving 250,000 customers, Director and past Chairman for Northwest Central Dispatch serving 400,000 customers with emergency telecommunications, and as Chairman of the Executive Committee for the Solid Waste Agency of Northern Cook County, serving 700,000 customers with refuse disposal. Bill was instrumental in the formation and operations of these regional Agencies.

Throughout his municipal career, Bill has been the recipient of several recognitions and awards including receiving the Illinois City Management Leadership Award in Regional Government (1999), the Illinois Association of Municipal Management Assistants' Outstanding Manager's Award (2002-2003), and in 2002, received Special Service Recognitions from the Illinois Senate, the Illinois House of Representatives and the Chairmen of the Boards for Cook County and Lake County government. Bill is a life member of ICMA and maintains his membership with ILCMA, chairing from 2006-2009 the State Member Services Committee. He is the 2006 recipient of the ILCMA Robert B. Morris Lifetime Achievement Award. Bill has also been recognized twice as Rotarian of the Year and in 2000, was named Buffalo Grove Rotarian of the Decade, also receiving the Outstanding Citizen Award in 2002. Bill is also a multiple Paul Harris Fellow in Rotary International. He has participated for the past seven years in a Rotary District mission to eastern Guatemala.

Since 2006 Bill has been the Managing Director of WRB, LLC Consulting, a management consulting firm for Cities and Villages. WRB, LLC specializes in organizational analysis and development, interim management services, municipal operating systems development and deployment, and special research consulting. The firm has served a number of local government clients in the Chicago metropolitan area including cities, villages and regional governments. Major municipal clients work beginning 2006-2009 include the Villages of Northbrook, Bannockburn, and the City of Highwood (serving as Interim City Manager), Buffalo Grove, Kildeer (serving as Interim Village Manager). A major Lake Michigan water contract and capital development initiative launched in 2009 continues to the present for Tinley Park, Orland Park, Mokena, New Lenox and Oak Forest. Specialized salary and benefit verification work is also provided to the Cities of Highland Park and Lake Forest and the Villages of Deerfield, Vernon Hills, Gurnee, Wauconda and Lake Bluff. Regional governance support is provided to the Northwest Water Commission (4 members), the Northwest Municipal Conference (50 members), and Northwest Central Dispatch System (9 members). Clients engaged in 2009 include, involving regional issues include the County of Lake regarding sustainable water management, and the Metropolitan Mayors Caucus (MMC) relating to municipal service design and delivery starting with of Police and Fire services. 2010 Clients include the Village of Lombard (serving as Fire Chief), and the Village of Clarendon Hills (serving as Interim Village Manager) and municipalities associated with the MMC Service Delivery Task Force case studies include, The Villages of Oak Lawn, Alsip, Chicago Ridge, Franklin Park, West Dundee, East Dundee, Sleepy Hollow, and the Leyden Fire District. Also included for police and fire studies are the Villages of La Grange, La Grange Park, and Western Springs. WRB, LLC served as Project Manager for the North and West Lake County Lake Michigan Water Group with a cluster of 8 agencies from Lindenhurst to Wauconda seeking to develop a Lake Michigan water supply system. This project is currently focused on the Villages of Lindenhurst, Lake Villa and the County of Lake north water needs and financial structuring, and supply contract negotiations with the Central Lake County Joint Action Water Agency as that group's intended regional water supplier. Bill completed a multiyear assignment as Project Manager for the Lake County Water Supply Advisory Committee and was tasked with addressing water management issues on a regional basis. In 2011-2012 Bill served as the Interim Fire Chief in Elk Grove Village and completed this assignment by providing an overall department assessment and service plan for the Fire Department looking ahead several years. Also in 2012 Bill completed a management assessment and succession plan for the Round Lake Beach Police Department. He is currently serving on

a specialized consulting assignment to work with the Village of Barrington and its Fire Department to resize the Department to meet reduced service demands which became effective January 1, 2014. In 2014 Bill is assisting the DuPage Public Safety Communications (DU-COMM) initiative as Project Manager to implement the goal of establishing a second active communications facility for its 39 agency members.

In addition, Bill served for three years as a co-chairman of the Citizen's Advisory Committee to the Chicago Metropolitan Agency for Planning during the creation of the GoTo 2040 Regional Comprehensive Plan and continues to chair the Committee on critical infrastructure for the Metropolitan Mayor's Caucus. He also serves as a Bank Director for Northbrook Bank and Trust. These positions provide Bill with a unique perspective on the complex interrelationships of the Chicago business and governmental agendas.

Bill Balling received his Liberal Arts degree from Elmhurst College and holds a Masters degree in Public Administration from Northern Illinois University with an emphasis in municipal management. In 2002-03 Bill attended and was Certified in the Kellogg School of Management at Northwestern University. He maintains his professional Credentialing status through the International City and County Management Association (ICMA). Bill, an Army veteran, is married to Nancy and reside in Arlington Heights. They have two adult children who have active careers as a piano musician and health scientist.

PROFILE FOR WRBLLC CONSULTING AND MANAGEMENT SERVICES

WRB, LLC is a regional public management consulting and management services firm providing support to local units of government, regional organizations and special service agencies. Over the past 7 years, the Firm has been retained by over fifty jurisdictions in Cook, Lake, DuPage, Will and Kane Counties, Illinois to provide various management services and studies, meeting specific needs of its clients. A listing of current client work is contained on the Firm's website www.WRBLLC.com.

The Firm's emphasis is broken into four broad based categories which include:

- A. Organizational analysis and development, including major work in collaboration.
- B. Direct management services including Interim Director and Village Manager.
- C. Municipal operating systems development and deployment, including outsourcing.
- D. Special research consulting including development issues.

William Balling is a career Village Manager serving Illinois communities, having served as Buffalo Grove's Chief Administrative Officer for 29 years. For the past seven years, Balling has been the Managing Director of WRB, LLC Consulting and Services, providing management and advisory services to cities, villages and intergovernmental agencies in metropolitan Chicago. In addition to permanent management assignments, William Balling has experience with Interim Administrator assignments,

having been appointed as Interim City Administrator in Highwood, Illinois in 2008, and in Kildeer, Illinois in 2009, and finishing the Clarendon Hills Village Manager assignment in March, 2011. The Highwood engagement was modeled after WRB, LLC's Goal Directed Interim Management Program. The Highwood engagement included both interim management and a comprehensive organizational study which led to the establishment of Council/Manager Government in the City. The Kildeer and Clarendon Hills engagements did not call for a reorganization study, however both assignments required an organizational diagnostic assessment. This assessment was a comprehensive overview of the entire municipal organization, addressing and correcting areas in need of improvement and providing the municipality with a closing report useful to the Village Board and their permanent Village Manager. The 2010 Interim Fire Chief Assignment in Lombard produced an overall department service assessment leading to new approaches on delivery of core services for that department. The 2011-12 Elk Grove Village Interim Fire Chief assignment produced similar results and settled a labor agreement.

The Firm has been in practice since May of 2006 and has worked with Illinois Municipalities and regional agencies in addressing unique operating problems and issues. A major current project underway for the Firm is serving as Project Manager for the Service Delivery Task Force of the Metropolitan Mayors Caucus and identifying where service collaboration and consolidation may play an important role in redefining the cost structure of cities and villages. The Village of Barrington has retained WRB, LLC to resize its Fire Department in response to a restructuring of its overall service area and projected call demands.

One of the strengths of WRB, LLC is the ability to assemble specific professionals to address the unique aspects of our assignments so as to create an outstanding and successful client experience. The results of this structure are to engage only the skills specifically needed for completion of the assignment to reduce our operating cost structure for the benefit of our clients. This approach is possible due to the far reaching network of the Managing Director, William Balling, within the Illinois local governmental community. The Firm will seek the input of Associates who will be engaged as needed for specialized work, all under the direction of William Balling. The Firm's contact information is:

William R. Balling
WRB, LLC Consulting and Management Services
412 So. Prindle Ave.
Arlington Heights, Illinois 60004
Office: 847-398-8399
Mobile: 847-863-7101
E-Mail: Bill@wrblc.com

WRB,LLC
Illinois Client Listings

Lake County:

City of Highland Park, compensation
City of Highwood, Assessment and Interim Management
City of Lake Forest, compensation
County of Lake, Public Works Department, Regional Water supply
County of Lake, Water Supply Advisory Committee, Regional water supply management
Village of Antioch, Lake Water supply planning
Village of Bannockburn, economic development
Village of Buffalo Grove, organization and economic development
Village of Deerfield, compensation
Village of Fox Lake, Lake water supply planning
Village of Gurnee, compensation
Village of Hawthorn Woods, Lake water supply planning
Village of Kildeer, Assessment and Interim Management/ specialty litigation support
Village of Lake Bluff, compensation
Village of Lake Villa, compensation
Village of Lake Zurich, Lake water supply planning
Village of Lindenhurst, Lake water planning and implementation
Village of Long Grove, Lake water supply planning
Village of Round Lake Beach, Police command and leadership assessment
Village of Volo, Lake water supply planning
Village of Wauconda, compensation, Lake water supply planning

Cook County, North

Northwest Central Dispatch, Arlington Heights, impact of 9th member study
Northwest Municipal Conference, Des Plaines, Organizational assessment
Northwest Water Commission, Des Plaines, contract reopener for water supply
Village of Barrington, Fire department redesign
Village of Elk Grove Village, Fire Department assessment, Acting Fire Chief
Village of Glenview, Building Department shared service study
Village of Mount Prospect, Specialty litigation support
Village of Northbrook, reorganize the building department and permit process
Village of Northfield, Building Department shared services study
Village of Wilmette, Building Department shared services study
Village of Winnetka, Building Department shared services study

Cook County, Central

Metropolitan Mayors Caucus, Chicago, Regional service delivery report, analysis of legislative proposals
Leyden Fire Protection District, Shared services study
Village of Franklin Park, Shared services fire study
Village of La Grange, shared services study, police and fire
Village of La Grange Park, shared services study, police and fire
Village of Western Springs, shared services , police and fire

Cook County, Southwest

City of Oak Forest, Community collaboration on water supply and delivery
Village of Alsip, Shared services fire study
Village of Chicago Ridge, Shared services fire study
Village of Oak Lawn, shared services Fire study
Village of Orland Park, Community collaboration on water supply and delivery
Village of Tinley Park, Community collaboration on water supply and delivery

DuPage County

DuPage Public Safety Communications, DU-COMM. Glendale Heights Project manager for second facility
Village of Clarendon Hills, Village assessment, Interim Manager
Village of Lombard, Department assessment, Interim Fire chief

Kane County

Village of East Dundee, shared services police study
Village of Sleepy Hollow, shared services police study
Village of West Dundee, shared services police study

Will County

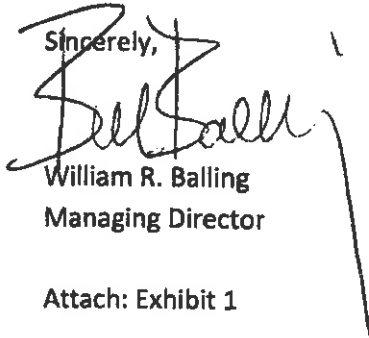
Village of Mokena, Community collaboration on water supply and delivery
Village of New Lenox, Community collaboration on water supply and delivery

FEE STRUCTURE AND APPROACH TO ENGAGEMENT

The nature of this engagement will require consistent work by WRB,LLC and close coordination with the Prospect Heights Staff and designated representative of the City Council. Actual hours will vary and I propose that a base hour retainer of \$3,000 for 10 hours per month be utilized followed by and actual hourly billing for hours worked beyond 10 hours per month. WRB,LLC Management Services charges its basic hourly rate plus 12% overhead for clients receiving Interim Management Services. The hourly rate is \$165 per hour of contracted services plus the 12% overhead factor which produces a combined hourly rate of \$185 per contracted hour. For budget planning purposes I would suggest a \$5,000-\$7,000 monthly budget allocation. In addition I anticipate that the City Administrator, City Engineer, Community Development Director, and City Attorney will be called upon to assist in assignments related to the project and those costs would be in addition to the charges for WRB,LLC.

I welcome the opportunity to review this proposal and work plan with yourself and the City Council at a time in the near future convenient to your schedule. Thank you for the opportunity to serve the City of Prospect Heights on this important initiative.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Balling", with a long vertical line extending downwards from the end of the signature.

William R. Balling
Managing Director

Attach: Exhibit 1

Exhibit 1. Scope of Services for the City of Prospect Heights, Lake Michigan Water Supply Project

WRB,LLC Engagement Objective:

WRB,LLC has four primary objectives to accomplish for the City of Prospect Heights:

1. To secure a contractual commitment for an additional supply of Lake Michigan water to satisfy the long range demand requirements of the City of Prospect Heights as reflected in the Baxter and Woodman Water System Master Plan , 2007 and Water System Study, 2013.
2. To assist the City in securing a low interest IEPA loan or grant to fund all or a portion of the infrastructure identified in the Water Master Plan to fund the capital portion of the project.
3. To assist the City in an modification to the City's Lake Michigan Water Allocation as administered by the Illinois Department of Natural Resources, Water Resources Division.
4. To assist the City on activities relating to the implementation of modifications to the City water system.

Within these four objectives lie several tasks needed to be accomplished for successful completion of the project, including the following:

1. Objective #1 Tasks related to Water Supply Commitment
 - a. Review documentation, published materials, and presentations of the City related to City of Prospect Heights Water Master Planning.
 - b. Identify preliminary interest and capabilities of potential water suppliers.
 - c. Prepare an implementation and strategy for the City on supply procurement.
 - d. Thoroughly pursue supply service from the Northwest Water Commission.
 - e. Conduct meeting with the NWC staff, identify service parameters and limitations, cost issues.
 - f. Evaluate NWC service options including becoming an additional NWC Member, becoming an NWC Customer, or becoming a Customer to a Member.
 - g. Prepare business terms to secure commitment.
 - h. Prepare and present proposals to potential suppliers.
 - i. Negotiate and finalize a supply Agreement.
2. Objective #2 Tasks related to Project financing.
 - a. Confirm cost components and paying participants related to the receiving infrastructure and the delivery infrastructure.
 - b. Assess grant and cost sharing opportunities, loans and debt options, and organize into a preferred financial plan.
 - c. Prepare the IEPA low interest loan pre-application and secure an intent to fund.
 - d. Assist in the preparation o the full loan application including coordinating the public hearing and public information needs of the project.
 - e. Confirm customer cost impact of the new infrastructure.
 - f. Evaluate alternative operating plans and potential partners including adjacent public and private delivery systems and identify private system interest in the project.
 - g. Prepare and present the recommended financing plan.

Objective #3 Tasks relating to IDNR Allocation modification.

- a. Review status of current allocation.
- b. Coordinate with IDNR on a pre-application basis.
- c. Assist the City Engineer on the IDNR application.
- d. Assist in the IDNR application presentation.

Objective #4 Tasks related to project implementation

- a. Assist the City where needed on implementation work items.
- b. Maintain an implementation task calendar.
- c. Negotiate any additional contracts related to the operational aspects of the expanded system.

APPROVAL OF WARRANTS

N

6/23/14-COUNCIL MEETING		
<u>Checks</u>		
General Fund	\$	243,088.65
MFT Fund		
Palatine/Milwaukee TIF		953.00
Tourism District		29,171.59
Development Fund		17,659.85
DEA Fund		
Solid Waste Fund		534.00
S S Area #1		201.74
S S Area #2		134.50
S S Area #3		547.59
S S Area #4		76.85
S S Area #5		448.13
S S Area #8 - Levee Wall #37		372.00
S S Area-Constr#6(Water Main)		
S S Area-Debt#6		
Road Construction		5,337.00
Road Construction Debt		
Water Fund		34,961.33
Parking Fund		2,147.79
Road/Building Bond Escrow		3,000.00
TOTAL		\$ 338,634.02
<u>Wire Payments</u>		
6/13/14 PAYROLL		121,197.36
MAY 2014 IMRF		24,977.24
Total Warrant	\$	484,808.62