



**CITY OF PROSPECT HEIGHTS
CITY COUNCIL WORKSHOP AGENDA**

June 10, 2013 – 6:30 p.m.

City Hall

8 North Elmhurst Road

Prospect Heights, IL 60070

Agenda

I. CALL TO ORDER

II. ROLL CALL

III. CLOSED SESSION

IV. SPECIAL BUSINESS

- A. Approval of Settlement of Copp v. Prospect Heights Police and Fire Commission, et al., Case No. 12-CH-40061 (Cook County).
- B. Approval of a Contract with Xtivity for IT Services.
- C. Approval of an Agreement with Prospect Heights Fire District for Alarm Purchase and Monitoring.

V. SCHEDULED BUSINESS

- D. Review and Discussion of Police Station HVAC Equipment and Replacement. (Jim Johnson).
- E. Discussion and Review of Existing Liquor License Hours and License Classifications. (Alderman Ludvigsen).
- F. Discussion of a Land Use Analysis. (Alderman Ludvigsen).
- G. Discussion of Alderman Compensation for Fiscal Year 2015 (Alderman Mendez).
- H. Discussion of Multi-Family Recycling Program (Alderman Higgins).
- I. Discussion of an "Adopt an Island Program" for Landscape and Mowing. (Alderman Williamson).

VI. APPROVAL OF EXPENDITURES

J. Approval of Warrants

VII. PUBLIC COMMENT

VII. ADJOURNMENT

Posted: June 6, 2013 4:30pm by Robert Sabo, Deputy Clerk

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

SETTLEMENT AGREEMENT

This **SETTLEMENT AGREEMENT** ("**Agreement**") is entered into this 11th day of June, 2013, between the City of Prospect Heights, Prospect Heights Fire and Police Commission, and its members, Richard Wolf, Jerry Meyer, and Joe Fiorito (collectively, the ("**City**"), and William C. Copp ("**Copp**").

RECITALS

Whereas, the City and Copp (collectively the "**Parties**") desire to fully settle and compromise all disputes between them relating to the: (1) lawsuit known as Copp v. Prospect Heights Police and Fire Commission, et al., pending in the Circuit Court of Cook County, Case No. 12-CH-40061 ("**Lawsuit**"), and (2) the Voluntary Separation Agreement ("**Separation Agreement**") entered into between the Parties on January 28, 2010; and

Whereas, the Parties expressly agree that this settlement is not, and shall not be construed as, any admission as to their actual rights and defenses; and

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **All Claims**. The Parties agree to settle all known and unknown claims relating to the Lawsuit and Separation Agreement.
2. **Dismissal of Lawsuit**. The Parties shall execute an Agreed Order of Dismissal, dismissing the Lawsuit with prejudice.
3. **Future Employment with the City**. Copp agrees not to apply to the City of Prospect Heights, or any of its affiliated agencies, for any future employment positions, including but not limited to the position of police officer. Copp further agrees not to bring any type of action against the City based on the City's actions in rejecting an application for employment from Copp or otherwise prohibiting Copp from applying for a position of employment with the City.
4. **Separation Agreement**. The City agrees to accept and execute the Waiver attached hereto as **Exhibit A**. Pursuant to Exhibit A, Copp waives Sections I(C) and I(D) of the Separation Agreement, which read as follows:
 - C) That the CITY agrees that in the event that it receives any inquiries from any prospective employer regarding COPP, the CITY, through its Chief of Police, shall furnish a written neutral employment verification, consisting only of the following information:
 - i) The dates of COPP'S employment with the CITY; and

ii) COPP'S salary history

Upon request by COPP or his counsel, the CITY shall forward a copy of any and all written employment verifications to COPP.

D) The CITY agrees that it shall keep all information contained in COPP'S personnel files confidential to the fullest extent allowed at law and under the ruling in *Gekas v. Williamson*, 393 Ill.App.3d 573 (4 Dist., 2009).

Copp acknowledges that by waiving Sections I(C) and I(D) of the Separation Agreement, the City will release Copp's full personnel file to any prospective employer that requests it after the date of this Agreement. The City agrees to accept Copp's waiver of Sections I(C) and I(D) of the Separation Agreement. The City further agrees to release Copp's full personnel file to any prospective employer that requests it after the date of this Agreement. Copp's full waiver is attached hereto as Exhibit A to this Agreement and shall be incorporated in its entirety. Copp's full and complete personnel file that will be released by the City to any prospective employer that requests it after the date of this Agreement is attached as Exhibit B to this Agreement. Copp acknowledges that the contents of Exhibit B represent his full and complete personnel file that will be released by the City to any prospective employer that requests it after the date of this Agreement.

5. **Release — Copp.** Copp and his agents, representatives, heirs, executors, trustees, beneficiaries, assigns, and attorneys generally release, acquit and fully and forever discharge the City, its Board of Fire and Police Commissioners, and each of their current and former elected officials, officers, members, employees, agents, representatives, heirs, executors, trustees, beneficiaries, assigns, attorneys, consultants, auditors, insurers, and re-insurers from liability for any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, liquidated or unliquidated, present or future claims, demands, liabilities, causes of action at law or at equity, contracts, agreements, extra-contractual claims, damages, punitive damages, expenses, acts, costs, attorneys' fees and/or obligations of any kind arising from or relating to the Lawsuit, his previous employment with the City, and the Separation Agreement, and whether federal, state or administrative in nature. Individual officers, members and employees are hereby released in their official and individual capacities. This Agreement may be pleaded as a full and complete defense to any action, suit or other proceeding that may be instituted or prosecuted with respect to any of the claims released in this Settlement Agreement. This release, however, does not include any claims arising out of a failure of a party to perform in conformity with the terms of this Settlement Agreement.

6. **Release as Defense to Further Action.** This Settlement Agreement may be pleaded as a full and complete defense to any action, suit, or other proceeding that may be instituted or prosecuted with respect to any of the claims released hereby. The Parties fully agree that the Settlement Agreement may be pleaded as necessary for the purpose of enforcing the Settlement Agreement in any court of competent jurisdiction and, in the event such action, suit or other proceeding is initiated, prosecuted, or attempted with respect to the

claims released in this Settlement Agreement or to enforce this Settlement Agreement, the Party against whom the Settlement Agreement is successfully pleaded as a defense will be required to pay the other Party all of its reasonable attorney's fees and costs associated with its defense to such action, suit, or other proceeding. As a pre-condition to a Party's obligation to tender any defense or indemnity contemplated by this Settlement Agreement, the claiming party must tender the defense of the claimed interest to the other Party and give the Party a reasonable opportunity to resolve the claim before the party claiming under this indemnity incurs any additional costs and/or expenses.

7. **Represented by Counsel.** Each Party to this Settlement Agreement acknowledges, represents and warrants that he, she or it: (1) has been represented by and had the benefit of counsel, or had the opportunity to do so, in connection with the execution of this Settlement Agreement; (2) has read or had read to them all of this Settlement Agreement and fully understands its terms; (3) is relying on their own judgment, belief and knowledge as to the nature, extent, merits and viability of the claims, potential claims and defenses at issue; and (4) is not relying on any statement, representation, promise or inducement by or on behalf of any other Party outside the terms of this Settlement Agreement.

8. **No Assignment.** The Parties represent and agree that they have not assigned or transferred any of the released claims against the other Party or any portion thereof or interest therein.

9. **Survival.** All warranties and representations made herein are not mere recitals and survive the execution of the Settlement Agreement.

10. **Disputed Claims.** The Parties agree that this Settlement Agreement and the acts done hereunder are entered into and done solely to compromise disputed claims and to avoid the expense and inconvenience of litigation, and shall not constitute, nor be construed as, an admission of liability, fault or wrongdoing on the part of either Party or anyone acting on their behalf.

11. **Notice.** All notices, requests, demands and other communications hereunder shall be in writing, and shall be deemed to have been given when delivered in person or 3 days after mailing by First Class mail (postage prepaid), or delivered by reliable overnight delivery service, providing a receipt evidencing delivery, or by facsimile with a copy also delivered by any of the foregoing means:

If to the City, to:

City of Prospect Heights
City Administrator
8 N. Elmhurst Rd.
Prospect Heights, IL 60070
Facsimile: 847.392.4244

If to Copp, to:

STEVEN T. MANN, ESQ.
1700 Park Street, Suite 206
Naperville, IL 60563
Facsimile: 630.604.0043

with a copy to:

Michael F. Zimmermann
Tressler, LLP
233 S. Wacker Drive, 22nd Floor
Chicago, IL 60606
Facsimile: 312.627.1717

or at such other address as hereafter shall be furnished by a notice sent in like manner by such addressee to the others.

12. **Authority.** The Parties hereby represent to one another that they have full power and authority to enter into this Settlement Agreement and carry out their obligations.

13. **Entire Agreement.** This Settlement Agreement embodies the entire understanding of the Parties. All prior representations and agreements, whether oral or in writing, have been merged into and replaced by this Settlement Agreement. The Parties agree and acknowledge that the Separation Agreement shall continue to be valid and enforceable inasmuch as it does not conflict with any of the provisions of this Settlement Agreement.

14. **Counterparts.** This Settlement Agreement may be executed by each of the Parties on counterparts with the same effect as if the Parties had signed the same copy.

15. **Validity.** Each provision of this Settlement Agreement shall be interpreted in such a manner as to be effective and valid under the applicable laws the United States of America and the State of Illinois, without regard to conflict of law provisions, but in the event any such provision of this Settlement Agreement shall be deemed by a Court of law to affect the validity, legality or enforcement of this Settlement Agreement, the provision shall be treated as if it did not appear in this Settlement Agreement and all remaining terms and provisions of this Settlement Agreement shall subsist and be fully effective according to the tenure of this instrument as if the offending provision had never been included herein.

16. **Attorneys' Fees.** The Parties further agree that, in the event of any material breach of this Agreement, the prevailing party shall be entitled to seek to recover from the party who breaches such damages as have been suffered, including costs, expenses and reasonable attorneys' fees.

17. **Venue.** The Parties hereby consent to the personal and exclusive jurisdiction and venue of Circuit Court of Cook County in all disputes arising under this Settlement Agreement and hereby waive any jurisdictional, venue or inconvenient forum objections to such courts.

18. **General.** This Settlement Agreement shall (i) be governed in accordance with the state law of the State of Illinois except for those principles (statutory or otherwise) pertaining to choice of law and (ii) inure to the benefit of and be binding upon the Parties and their respective heirs, executors, successors, and assigns.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed this **11th day of June, 2013.**

City of Prospect Heights

William C. Copp

By: _____
City Administrator

PROSPECT HEIGHTS POLICE AND FIRE
COMMISSION

SUBSCRIBED AND SWORN TO

before me this _____ day
of _____, 2013.

By: Richard E. Wolf
Richard Wolf, Chairman

NOTARY PUBLIC



B.

To: Mayor Nicholas J. Helmer, City of Prospect Heights City Council

From: Anne Marrin, City Administrator

Date: June 5, 2013

Re: Xtivity IT Services Contract

Issue: Xtivity submitted a proposal in April for IT Services. The Council requested that we asked for a contract that was for one year with a 30 day termination clause. Attached is the contract and rider. The contract is for one year at a rate of \$3550 per month. If we choose to roll it into a second year, the rate falls to \$3250 with the same termination clause and if we roll into a third year the rate stays at \$3250 with the same termination clause.

Xtivity has been working on many IT issues and continues to move us forward. They have done an extensive inventory and have provided us with an IT Book which has all inventory, license, password, IP addresses and set up module of the complete system. We would like to begin working on IT policies that focus on best practices and security.

Recommendation: Staff is recommending that we move forward with the Agreement with Xtivity for IT Services for the first year with a review and recommendation to the Council for continued service in years two and three.

06/10/2013: Attachments: Xtivity Agreement/Rider

B.



PROPOSAL

City of Prospect Heights IT Service Contract

Submitted
By:



March 22, 2013

The enclosed data, furnished in connection with this Proposal is CONFIDENTIAL and PROPRIETARY, and shall not be disclosed directly or indirectly, and shall not be copied in any form, used or disclosed in whole or part for any purpose other than for the customers right to examine this Proposal, unless otherwise agreed in writing by Xtivity Solutions LLC.



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SERVICE DESCRIPTION

Xtivity Solutions, LLC is a leading provider of Network services and Technology solutions. Our Mission is to provide infrastructure and technology tools to enable your Company/Business to succeed at the highest levels.

Our services include: Management of corporate, municipal and private Networks, service and configurations of Computers and Servers, maintaining a Response Center, providing Data Backup Services, Allowing for remote Disaster Recovery, as well as Development and Optimization of solutions customized to your needs. We emphasize working with customers to identify their immediate needs, as well as anticipating and planning for growth.

3 Year Service and Maintenance Contract includes:

Infrastructure:

- Server solutions*
- Data protection and backup*
- Messaging solutions*
- Desktop and Laptop support and Help Desk*

Security Services:

- Vulnerability & Penetration testing*
- Routing, Spam Protection*
- IM security*
- VPN services*
- Firewall Security*

Network Solutions:

- Network Cable testing*
- Network Design*
- Router and Switch Administration*
- Wireless Solutions*
- VPN Solutions*
- DNS Administration*
- Firewall Administration*

Monitoring:

- Server*
- Network*
- Desktop*



Service Agreement Terms

For the terms of this 36-month agreement Xtivity Solutions will support the City of Prospect Heights for all IT services listed above for the following locations: Village Hall, Police Department and Public Works. Our service is categorized in two (2) levels of support for response time and fixing of the reported problem.

This agreement does not include critical call escalation and resolution. If an occurrence is escalated to the critical level and immediate response time is requested, then a pre-agreed hourly rate (listed below) will be charged.

This agreement is based on labor services only.

How Service requests work:

A designated pool of employees (DPE) will be given the responsibility from the City of Prospect Heights (CPH) to interact with Xtivity and issue the appropriate reports and requests. These assigned DPE's must be authorized to make decisions on the service levels assigned to the problem and any additional charges that may occur. Xtivity will also work with any assigned CPH IT Administrator to determine if the reported event can be resolved over the phone.

All service requests shall be submitted to Xtivity via phone or email. After discussing the issue in detail with CPH, Xtivity will;

- a) Designate the appropriate level of support required for the specific issue
- b) Commit to a response time until a technician is dispatched
- c) Issue a "best guess" when the issue will be resolved

All service requests will have time and date stamps and will be recorded to ensure Xtivity's response time is within the stated time frame. Calls that are made after Xtivity's normal business hours (9 am to 5 pm) will be handled within 4 hours of response time.

A support number and email address will be assigned to CPH for all CPH Service calls.

INCIDENT CLASSIFICATION PROCESS

Incidents received by the Support desk are assigned priority levels based on the following:

Priority 1 - Critical

In case there is a downtime affecting more than 30% of the entire network it is updated as a Critical case. A Priority 1 fault will have a critical impact to the service infrastructure. There will be critical impact to a large part of the customer's infrastructure or an entire service is unavailable. Priority 1 faults will cause critical business impact and/or severe financial impact and will therefore not be constrained by time of day. These are to be treated with the highest priority. All Critical Cases will be directly assigned to the Incident Manager.

Priority 1 classifications will be handled as follows:

Once DPE calls or emails a service request and it is determined that the service level is



classified as Priority 1, and CPH DPE requests a tech to be onsite immediately, Xtivity will provide best efforts to have service technician onsite immediately. Service rate will be charged at \$195 per hour. Once service technician is onsite, reported issue will be fixed approximately within 4 to 8 hours.

Priority 2 - High

In case there is a downtime affecting 10% - 30% of the entire service infrastructure it is updated as a High priority case.

Priority 2 classifications will be handled as follows:

Once DPE calls or emails a service request and it is determined that the service level is classified as Priority 2, Xtivity will respond via phone or email within one (1) hour. Xtivity will initially dedicate best efforts to resolve the service request online. If problem can't be resolved online a technician will be dispatched to CPH within 6 hours. Once service technician is onsite, reported issue will be fixed approximately within 3 to 4 hours.

Priority 3 - Medium

In case there is a downtime affecting 1% - 10% of the entire service infrastructure it is updated as a Medium priority case.

Priority 3 classifications will be handled as follows:

Once DPE calls or emails a service request and it is determined that the service level is classified as Priority 3 or 4, Xtivity will respond via phone call or email within 4 hours. Xtivity will initially dedicate best efforts to resolve the service request online. If this cannot be resolved online Xtivity will dispatch a service technician within 24 hours. Once service technician is onsite, reported issue will be fixed approximately within 1 to 2 hours.

Priority 4 - Support / Service Request

These are the faults, which do not affect service infrastructure, and there is no impact on the core business of the customer. All calls are immediately assigned to the respective team irrespective of the priority levels, whereas the escalation process varies for calls with different priority levels.

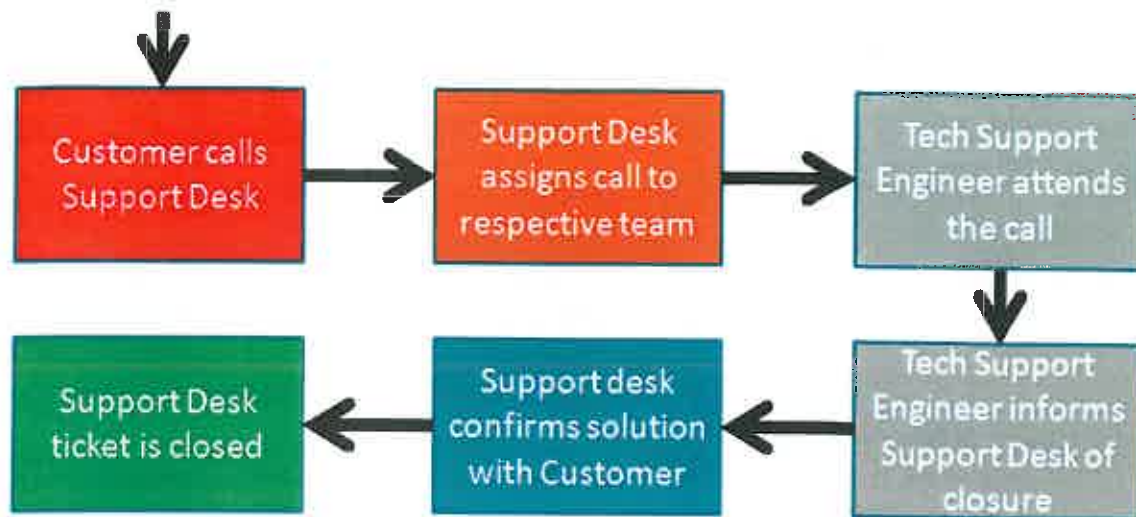
Priority 4 classifications will be handled as follows:

Once DPE calls or emails a service request and it is determined that the service level is classified as Priority 3 or 4, Xtivity will respond via phone call or email within 4 hours. Xtivity will initially dedicate best efforts to resolve the service request online. If this cannot be resolved online Xtivity will dispatch a service technician within 24 hours. Once service technician is onsite, reported issue will be fixed approximately within 1 to 2 hours.



INCIDENT INVESTIGATION & DIAGNOSIS

Listed below are the activities that should take place during the incident management process with a brief description for each of the activities.



Activity	Description
User logs Call with Support Desk	- User calls or emails to contact Support Desk - User provides details and brief description of problem - Support Desk creates a Ticket and provides user the Incident Number
Support Desk assigns call to Technology Support Team	Support Desk assigns the Ticket on tool to the Technology Support Team (Level 1 Tech Team)
Technology Support Engineer attends the call	- Support Desk takes periodic updates from Tech Team on the resolution progress - Support Desk updates user on the current status received from Tech Team on the resolution progress
Technology Support Engineer informs Support Desk of call closure or with status of unresolved call	- Technology Support Engineer gives the description of resolution for resolved /closed calls - Reasoning for unresolved/open calls - Support Desk to follow standard escalation process for unresolved /open calls - An Incident Report is generated within 24 hours of completion of Incident - Incident Report circulates with 24 hours of completion Incident

Support desk

US direct Number: +1 630 832 5400
 US Number toll free: +1 877 735 7685
 Email: support@xtivitysolutions.com



PRICING

Support task description	Devices	Rate	Extended Price
Server support	10		
Computer/notebook support	50		
Backup storage (\$70 per GB)			
Email account support	110		

NOTE

Hourly charges for critical service levels or any services outside of this agreement will be charged at \$195 per hour

Total Services Cost:

\$3,550.00

TERMS

Price Adjustments: The monthly pricing can increase depending on adjustments made to the City of Prospect Heights network. If the number of devices, PC's, Laptops or servers increase, the monthly charge will be increased proportionally based on the chart listed above.

Price quoted above represents Year 1 pricing. Upon renewal of the contract to Year 2 and 3, price would be adjusted to \$3,250 per month.

Exclusions:

- Any problems resulting from modifications to customer's network not authorized by Xtivity
- Any problems resulting from modifications to customer's software not authorized by Xtivity
- Any modifications resulting from employees installing own software to customer's computers or devices
- Any problems resulting from hardware that is out of warranty
- Any problems resulting from software that is out of license
- Any problems resulting from software that is out of warranty



Acceptance of Agreement: City of Prospect Heights and Xtivity Solutions LLC agree to the maintenance and service agreement outlined in this document.

SERVICE CONTRACT

ACCEPTED AND AGREED

Xtivity Solutions, LLC

By: _____

Name: Terry Crowley

Title: _____

Date: March __, 2013

ACCEPTED AND AGREED

By: _____

Name: _____

Title: _____

Date: _____

**City of Prospect Heights Local Government Rider
to CITY OF PROSPECT HEIGHTS IT SERVICE CONTRACT**

1. This Rider is hereby made to the Proposal between the City of Prospect Heights, an Illinois municipal corporation (the "City"), and XTIVITY SOLUTIONS. LLC (the "CONTRACTOR").
2. **Definitions.** For purposes of this Rider, the following terms shall have the following meanings. All other terms shall have the meaning assigned to them in the Proposal unless expressly defined in this Rider or context requires otherwise.
 - a. "Agreement" shall mean the Proposal and the Rider
 - b. "Authorized Employees" means Contractor's employees who have a need to know or otherwise access City's data, network, information technology hardware as well as Personal Information and City Data to enable Contractor to perform its obligations under this Agreement.
 - c. "City Data" means Personal Information, passwords for every component of the City's information technology network and purchased or subscriber services, and all data stored electronically on the City's information technology network.
 - d. "Highly-Sensitive Personal Information" means an (i) individual's government-issued identification number (including social security number, driver's license number or state-issued identified number); (ii) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account; or (iii) biometric or health data.
 - e. "Personal Information" means information provided to Contractor by or at the direction of City, or to which access was provided to Contractor by or at the direction of City, in the course of Contractor's performance under this Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers), in case of both subclauses (i) and (ii), including, without limitation, all Highly-Sensitive Personal Information. City's business contact information is not by itself deemed to be Personal Information.
 - f. "Proposal" shall mean the CITY OF PROSPECT HEIGHTS IT SERVICE CONTRACT between the City and the Contractor, approved by the city council on April 22, 2013.
 - g. "Rider" shall mean this Local Government Rider.
3. **Incorporation.** This Rider is incorporated into the Agreement and the Agreement shall not be effective unless this Rider is also executed by the Parties. The Proposal and this Rider shall constitute the complete agreement between the parties.

4. Effective date of Agreement. This Agreement shall be effective as of the date the Proposal and the Rider are signed by all Parties.
5. Payment Schedule. The paragraph labeled "Payment Schedule" of the Proposal is deleted in its entirety. The Local Government Prompt Pay Act, 50 ILCS 505/1, shall apply to payment of all invoices.
6. Hardware and Software Purchases. It is understood that the pricing for Contractor's support services do not include provision of hardware or software. In the event Contractor recommends the purchase of hardware or software so that it can perform its duties under the Agreement, it shall first obtain the approval of the City Administrator in writing. If the Contractor fails to obtain such written approval, the CPH shall not be liable to reimburse Contractor for the cost of said hardware or software.
7. Expenses. The City shall not be responsible for reimbursing CONTRACTOR for any expenses not specifically listed in the Proposal or this Rider. Under no circumstances shall the City be required to reimburse contractor for travel, lodging, meals, and other expenses. Only the actual expenses which are pre-approved by the city administrator prior to being incurred shall be reimbursable under the Agreement.
8. No Unilateral increases in fees. The paragraph labeled "Price Adjustments" in the Proposal is hereby deleted. The Parties understand and Agree that there shall be no increases in pricing under the Agreement unless agreed to in writing by the City Administrator.
9. Term.
 - a. The Agreement shall be valid for a period of 1 year from the date executed by all parties.
 - b. Upon expiration of the first term, this Agreement shall be automatically renewed for 2 subsequent one-year terms, provided neither party cancels the Agreement as set forth in paragraph 10 below.
 - c. All statements in the Proposal which reflect a 36-month term are hereby superseded and shall be of no effect.
10. Cancellation. Either party may cancel this Agreement by providing 30-days written notice to the other. In the event the City cancels this Agreement, it shall be liable for the prorated monthly fee to the date of cancellation and for any charges actually incurred which are billed on an hourly basis.
11. Incident Classification Process. Contractor and the City shall collaborate so as to come an agreement on the classification of each incident. If the Authorized Employees of the Contractor and City personnel are unable to agree, the City Administrator shall determine the classification of any given incident. The City Administrator, Chief of Police, or their designees shall have the option to classify any incident as a "Priority 1-Critical" incident in their sole discretion.
12. Standard of Care.
 - (a) Contractor acknowledges and agrees that, in the course of its engagement by City, Contractor may receive or have access to the City's data, network, information technology hardware as well as Personal Information. Contractor shall comply with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal,

use and disclosure of the City's data, network, information technology hardware as well as Personal Information and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of the City's data, network, information technology hardware as well as Personal Information under its control or in its possession by all Authorized Employees. Contractor shall be responsible for, and remain liable to, City for the actions and omissions of all Authorized Employees concerning the treatment of Personal Information and City Data as if they were Contractor's own actions and omissions.

(b) Personal Information and City Data is deemed to be property of the City and is not the property of Contractor for purposes of this Agreement.

(c) Contractor agrees and covenants that it shall: (i) keep and maintain all Personal Information and City Data in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) use and disclose Personal Information City Data solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information City Data for Contractor's own purposes or for the benefit of anyone other than City, in each case, without City's prior written consent; and (iii) not, directly or indirectly, disclose Personal Information City Data to any person other than its Authorized Employees, without express written consent from City unless and to the extent required by Government Authorities or as otherwise, to the extent expressly required, by applicable law. Contractor shall be responsible for and remain liable to City for the actions and omissions of such unauthorized persons concerning the treatment of such Personal Information and City Data as if they were Contractor's own actions and omissions.

13. Information Security. (a) Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information and City Data does and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives. (b) Without limiting Contractor's obligations under this Agreement, Contractor shall implement administrative, physical and technical safeguards to protect Personal Information and City Data that are no less rigorous than accepted industry practices and shall ensure that all such safeguards, including the manner in which Personal Information and City Data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

14. Safeguarding Information.

At a minimum, Contractor's safeguards for the protection of Personal Information and City Data shall include: (i) limiting access of Personal Information and City Data to Authorized Employees; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Highly-Sensitive Personal Information and City Data stored on any mobile media; (vii) encrypting Highly-Sensitive Personal Information and City Data

transmitted over public or wireless networks; (viii) strictly segregating Personal Information and City Data from information of Contractor or its other customers so that Personal Information and City Data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Contractor's employees.

15. Return or Destruction of Personal Information and City Data. At any time during the term of this Agreement at the City's written request or upon the termination or expiration of this Agreement for any reason, Contractor shall, and shall instruct all Authorized Persons to, promptly return to the City all copies, whether in written, electronic or other form or media, of Personal Information and City Data in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to the City that such Personal Information and City Data has been returned to City or disposed of securely. Contractor shall comply with all [reasonable] directions provided by City with respect to the return or disposal of Personal Information.
16. Indemnification. The Contractor shall, and does hereby agree to, indemnify, save harmless, and defend the City, and its officials, employees, agents, and contractors against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, caused by the Contractor, its employees, representatives, and agents in the performance of, or failure to perform, the Work or any part thereof, and concurrent negligence or fault of the Contractor, except to the extent caused by the negligence of the City.
17. Relationship of the Parties. The Contractor shall act as an independent contractor in providing and performing all Work. Nothing in, or done pursuant to, this Agreement shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and the Contractor; or (2) to create any relationship between the City and any subcontractor of the Contractor. The Contractor shall take direction solely and directly from the City.
18. No Collusion. The Contractor represents and certifies that (1) the Contractor 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 Contractor 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 City prior to the execution of this Agreement; and (3) this Agreement is made by the Contractor without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.
19. Licensure and Compliance with Laws. Contractor represents that it has all necessary licenses and permits to perform its services in the State of Illinois and that at all times it shall comply with applicable law.

20. Non-Discrimination. In all hiring or employment by the Contractor 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. The Contractor 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.
21. Sexual Harassment Policy. The Contractor certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4).
22. Amendment. No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both the City and the Contractor.
23. Assignment. This Agreement may not be assigned by the City or by the Contractor without the prior written consent of Red Center.
24. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.
25. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Contractor shall be made, or be valid, against the City.
26. Waiver. No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to constitute a continuing waiver unless otherwise expressly provided in this Agreement.
27. Conflict of Forms. In the event of a conflict between the terms of the Proposal and this Rider, the terms of this Rider shall control.
28. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Illinois. Venue for any and all actions to enforce this agreement shall be the Circuit Court of Cook County, Illinois.

CONTRACTOR:

CITY OF PROSPECT HEIGHTS

By: _____

Print _____

City Administrator

Title: _____

Date

Date



C.

To: Mayor Nicholas J. Helmer, City of Prospect Heights City Council

From: Anne Marrin, City Administrator

Date: June 5, 2013

Re: Fire Alarm Monitoring Radio Upgrade Proposal and Agreement with the Prospect Heights Fire District

Issue: The Prospect Heights Fire District is converting the existing fire alarm monitoring equipment which will allow for the District to own the receiving equipment and create a value added service to the City and residents.

Currently, the City has 3 fire alarms that are connected to the system: one via leased radio at the Police Department and one via CPH owned radio at City Hall; and one via phone lines connected at the Metra station. Our Public Works building has no system as yet.

Current Costs are as follows: (No radio maintenance)

Location	Annual Cost	3 Year Cost
Police Department Monitoring and leased equipment	\$924	\$2,772
City Hall Monitoring only, CPH owned radio	\$336	\$1,008
Metra Station Monitoring and 3 phone lines @ \$200/month	\$696	\$2,088
Total	\$1,956	\$5,868

The Fire District is asking that we buy the radios for all locations and contract for maintenance of the radios, something we currently do not contract for. This will also allow us to get the Metra station off of the phone lines and have direct radio communication with fire dispatch.

Proposed Costs are as follows: (Includes radio maintenance)

Location	Equipment Costs	Annual Cost	3 Year Cost
Police Department New owned radio with maintenance	\$850	\$144 (maintenance)	\$1,282
City Hall Replace CPH radio with maintenance	\$550	\$144 (maintenance)	\$982
Metra Station New owned radio with maintenance	\$850	\$144 (maintenance)	\$1,282
Public Works New owned radio with maintenance	\$850	\$144 (maintenance)	\$1,282
Total	\$3,100	\$576	\$4,828

Our return on investment would be seen within three years. Later years after 3 years would see greater return on the investment.

Please note that our current agreement is through FSS. We have been leasing the Police Department radio from them for at least 15 years at \$49 per month (\$588 annual) which adds up to at current total of \$8,820 to date.

Recommendation: Staff is recommending that we move forward with the Agreement with the Prospect Heights Fire District for monitoring and purchase of three new radios.



PROSPECT HEIGHTS FIRE DISTRICT
10 East Camp McDonald Rd. Prospect Heights, IL 60070 (847) 253-8060

FIRE ALARM SIGNAL MONITORING (AND/OR WIRELESS LEASE) AGREEMENT

This agreement made this _____ day of _____, 20__ by and between Prospect Heights Fire District (the "District") and _____ (the "Subscriber").

Name of occupancy to be monitored: _____

Address to be monitored: _____

City: _____ State: _____ Zip Code: _____

1. **SYSTEM SERVICE:** The Subscriber agrees to procure fire alarm system monitoring service, during the term of this agreement.

2. **TERM, PAYMENT, and RENEWAL:** Subscriber hereby agrees to pay District the following:

There will be NO cost for monthly monitoring of fire alarm signals at the Fire District's Dispatch Center (RED Center)

The subscriber can use any authorized dealer to install and maintain a radio on the District's wireless system as long as system remains in compliance with National Fire Protection Association (NFPA) 72 and remains in compliance with other Fire District requirements.

This Agreement shall be in force unless terminated by either party in writing by registered mail, with not less than ninety (90) days notice.

3. **DISTRICT LIABILITY DISCLAIMER OF WARRANTIES:** DISTRICT DOES NOT REPRESENT OR WARRANT THAT THE ALARM SYSTEM OR THE MONITORING THEREOF WILL PREVENT ANY LOSS BY FIRE OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT DISTRICT HAS MADE NO REPRESENTATIONS OF WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS THE SUBSCRIBER RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE THEIR ACKNOWLEDGES AND AGREES: (A) THAT DISTRICT IS NOT AN INSURER; (B) THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR TO THE CONTENTS THEREOF; (C) AND THAT SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS (5) and (6) WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE.

4. **DISTRICT IS NOT AN INSURER; LIMIT OF LIABILITY:** It is understood and agreed that since District is not an insurer, insurance if desired, will be the sole responsibility of Subscriber. Subscriber further acknowledges the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Subscriber's property or the property of others located on Subscriber's premises. District makes no guarantee or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service maintenance or monitoring or the failure of the system to properly operate with resulting loss to Subscriber because of, among other things:

(a) The uncertain amount of value of the Subscriber's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which the system or service is designed to detect or avert;

(b) The uncertainty of the response time of any fire department, should the fire department be dispatched as a result of a signal being received or an audible device sounding;

(c) The inability to ascertain what portion, if any, of any loss would be proximately caused by District's Failure to perform or by the equipment to properly operate;

(d) The nature of the service to be performed by District. Subscriber understands and agrees that if, notwithstanding the above provisions, District should be found liable for personal injury or property loss or damage due from failure of company to perform any of the District's obligations herein, including but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, District's liability shall be limited to a sum equal to the total of two (2) quarterly charges or Two Hundred Fifty (\$250.00) Dollars, whichever is the lesser, and this liability shall be exclusive and shall be paid and received as liquidated damages and not as a penalty. The provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise, of District, its agents, servants, assigns or employees.

5. **THIRD PARTY INDEMNIFICATION:** In the event any person, not a party to this Agreement, shall make any claim or file any lawsuit against District for any reason relating to District's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, monitoring, operation or nonoperation of the alarm system, Subscriber agrees to indemnify, defend and hold District harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims are based on alleged intentional conduct, active or passive, negligence, express or implied contract or warranty, contribution or indemnification or strict or product liability on the part of District, its agents, servants, assigns or employees.

This agreement by Subscriber to indemnify District against third party claims as hereinabove set forth shall not apply to losses, damages, expenses and liability, resulting in injury or death to third persons or injury to property of third persons or injury to property of third persons, which losses, damages, expenses and liability occur while an employee of District is on Subscriber's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

6. **PRIOR AGREEMENTS:** Subscriber warrants and represents that it is not under any enforceable agreement with any other party concerning alarm systems of any kind and description installed at the premises and furthermore Subscriber agrees to indemnify and save harmless District against all claims, demands, suits, expenses and damages by judgment or otherwise, which may be now or hereafter incurred as a result of or arising out of any agreement that Subscriber may have entered into with any party concerning any such alarm system of every kind and description. Subscriber will pay all said sums, including reasonable attorney's fees incurred in the enforcement of this indemnity provision.
7. **SETTING OF THE SYSTEM:** Subscriber acknowledges that the service provided herein requires the setting of the alarm system which shall be the sole and exclusive responsibility of the Subscriber.
8. **ADDITIONAL CHARGES/ MAINTENANCE AGREEMENTS:** In addition to the annual alarm registration fee above, the Subscriber agrees to contract for a maintenance contract on their wireless radio transceiver. The subscriber can use any authorized contractor approved by the Fire District for said purpose.
9. **CHANGE IN OWNERSHIP OF SUBSCRIBERS PREMISES:** Subscriber acknowledges that the sale or transfer of Subscriber's premises shall not relieve Subscriber of his duties and obligations under this Agreement. Subscriber may not assign or permit anyone to take subject to this Agreement without the written consent of District.
10. **ASSIGNEES/SUBCONTRACTORS OF DISTRICT:** District shall have the right to assign this Agreement to any other person, firm or corporation without notice to Subscriber and shall have the further right to subcontract any services which it may perform. Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to District's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of District, and that they bind Subscriber with respect to said and/or subcontractors with the same force and effect as they bind Subscriber to District.
11. **TELEPHONE LINES:** Subscriber shall pay all charges made by any telephone company or other utility for installation, leasing and service charges of telephone lines connecting Subscriber's protected premise to the District's Fire Dispatch Center when a digital communicator, voice communicator, or direct line is installed or when the signals are transmitted. Subscriber acknowledges that if a digital or voice communicator for the purpose of transmitting alarm signals from Subscriber's premises to the District's Fire Dispatch Center, the alarm is not continually supervised, and that the signals from Subscribers alarm system are transmitted over Subscriber's regular telephone service to the District's Fire Dispatch Center, and in the event Subscriber's telephone service is out of order, disconnected, placed on vacation, or otherwise interrupted, signals from Subscribers, alarm system will not be received in the District's Fire Dispatch Center during any such interruption in telephone service and the interruption will not be known to District. Subscriber further acknowledges and agrees that signals which are transmitted over telephone company lines are wholly beyond the control and jurisdiction of the District and are maintained and serviced by the applicable telephone company or utility.
12. **SELECTION OF SYSTEM COMPONENTS:** The Subscriber agrees that the District shall have no liability for the failure to install any equipment or systems not designated to be installed in this agreement.
13. **SUBSCRIBER'S PURCHASE ORDER:** Subscriber acknowledges that if there is any conflict between this Agreement and Subscriber's purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.
14. **ADDITIONS OR AMENDMENTS:** Any additions or amendments must be signed by all parties. No verbal understanding shall alter the terms of this Agreement.
15. **ATTORNEY'S FEES:** In the event it shall become necessary for District to institute legal proceedings to collect the cost of the monthly charge or to otherwise pursue District's rights or enforce Subscriber's obligation herein, then and in such proceedings Subscriber shall pay District's reasonable attorney's fees.
16. **INVALID PROVISIONS:** In the event any terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
17. **ENTIRE INTERGRATED AGREEMENT; MODIFICATION; ALTERATIONS; WAIVER:** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supercedes all prior representations, understandings or agreements of the parties and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
18. **NOTICES:** All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid at the address shown herein.
19. **TESTING:** It is the responsibility of the Subscriber to test the system for proper operation periodically but not less than monthly. Testing of the system shall include transmission of alarm signals to the District's Fire Dispatch Center.
20. **INSPECTION AND TEST SERVICE.** If Subscriber so request, the District can provide information on the requirements for inspection and test of Subscriber's system(s) on an annual, semi-annual, quarterly, or monthly basis.
21. **ALARM SYSTEM STATUS:** In the event the subscriber owned wireless radio transceiver at the monitored premise remains out of service for a period greater than 24 hours, and the subscriber has not initiated or made a reasonable effort to repair the system, the District may utilize the services provided by an authorized Keltron dealer to repair the system and invoice the subscriber accordingly for any fees charged by said contractor.
22. The DISTRICT desires to connect wireless radios into the system with little or no impact on the customer. Before the DISTRICT approves a wireless Connection, the subscriber shall ensure the following connection requirements are in place: **SEE ATTACHED CONNECTION REQUIREMENTS SHEET**

- A. The subscriber's alarm system must be in good working order before the radio transmitter can be installed.
- B. The subscriber's alarm company must supply one of the following activation devices:
 - a. A reverse polarity module (12vdc to 24vdc) supplying a minimum 10vdc clean filtered power voice of AC ripple.
 - b. Two (2) dry contact outputs; one for alarm activation and one for trouble activation.
- C. If the subscriber's alarm company wishes to be present at the time of connection, they must schedule an appointment through their authorized wireless radio contractor.

23. RECEIPT OF COPY: Subscriber acknowledges receipt of a copy of this Agreement. _____ *Initial here.*
24. OWNERSHIP: I understand that the radio equipment installed in my building is the property of an authorized contractor OR subscriber owned and NOT by the Prospect Heights Fire Protection District. I further understand that I/my business are responsible to maintain the building's internal fire alarm system and wireless radio transceiver in a working order at my expense.
25. SUBSCRIBER OWNED RADIOS: I understand that I have elected to maintain ownership of my existing radio. I understand that I am required to have the Radio maintained by an approved authorized Keltron dealer. I also agree to pay the expense to have that existing radio reprogrammed to communicate with the District's system.

This Agreement shall not be binding upon PROSPECT HEIGHTS FIRE DISTRICT unless approved in writing by an authorized representative of PROSPECT HEIGHTS FIRE DISTRICT. In the event of non-approval, the only liability of PROSPECT HEIGHTS FIRE DISTRICT shall be to return to subscriber the amount, if any, paid to PROSPECT HEIGHTS FIRE DISTRICT by Subscriber upon the signing of this Agreement.

SUBSCRIBER'S ACCEPTANCE:

In accepting this Agreement, Subscriber agrees to the terms and conditions contained herein, including those on the reverse side and the attached schedule of service. Attention is directed to the Warranty, Limit of Liability and Other Conditions on both sides.

By: _____ Date _____ Signature _____ Date _____

Name Printed or Typed Title

Name Printed or Typed

INTERNAL USE ONLY

Type of signal: Radio: _____ Dual Line Digital: _____

Position Number: _____

Date Connected: _____



D.

To: Anne Marrin, City Administrator

From: James H. Johnson, City Engineer

Date: May 30, 2013

Re: Police Station HVAC Equipment Removal and Replacement

On May 6, the City published a Request for Proposal (RFP) for the referenced project. The RFP was e-mailed to six firms, and was published on the City website. Proposals were due on May 23. Two firms responded: Hill Mechanical submitted a quote of \$79,462 and MG Mechanical Services submitted a quote of \$60,902. The City budgeted \$125,000.

I checked references for MG Mechanical Services, and they were highly recommended. References included Trinity University (multiple projects), Waukegan Park District (RTU replacement), Lending Solutions (RTU replacement) and Harvard School District (RTU replacement). In addition, I contacted a HVAC engineer/commissioning agent who has had no issues with the firm nor the products they install.

Based on the response to the RFP and the positive recommendations, I recommend that the City enter in to an agreement with MG Mechanical Services for the referenced project in the amount of \$60,902. Attached is the RFP and MG Mechanical Services response.



City of Prospect Heights
REQUEST FOR PROPOSALS
HVAC Equipment Removal and Replacement

Proposal Due Date: Thursday, May 23, 2013, 10:30am

Obtain information from and submit proposals to:

James H. Johnson, P.E.
PW Director/City Engineer
City of Prospect Heights
8 N. Elmhurst Road
Prospect Heights, IL
847-398-6070 x210
jjohnson@prospect-heights.org

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May 6, 2013

RE: Request for Proposal Submittal

Dear Interested Party:

The City of Prospect Heights, Illinois (the "City") is seeking proposals until 10:30 a.m., Thursday, May 23, 2013 from a qualified engineer/contractor to remove and replace the HVAC systems at the Police Station.

Attached is a detailed request for proposal. Your attention is drawn to the project objective, scope of services, and proposal guidelines for this submittal. Please submit three (3) paper copies and one electronic copy of the response to this request for proposal.

The City of Prospect Heights reserves the right to reject any or all proposals, to waive any and all technicalities or to accept the proposal deemed most advantageous to the City of Prospect Heights.

We welcome your proposal.

Sincerely,

**James H. Johnson, P.E.
PW Director/City Engineer**



City of Prospect Heights

Request for Proposal (RFP)

HVAC Equipment Removal and Replacement

A. PURPOSE

This request for proposal (RFP) has been prepared by the City of Prospect Heights in order to obtain proposals for removing and replacing the HVAC systems at the Police Station. The City plans to upgrade the HVAC system to current standards (IECC 2012).

For the purpose of this RFP and the anticipated agreement for service, "City" means City of Prospect Heights. Qualified proposers shall provide services based on the Scope of Services and Anticipated Deliverables sections provided below which will serve as an outline for the agreement between the City of Prospect Heights and the selected proposer.

B. BACKGROUND

The City of Prospect Heights is a northwest Chicago suburb with a population of 16,256. As part of the City's facilities' program, the City continually monitors the conditions and functions of the City's facilities. For 2013, the City plans to modernize the HVAC system at the Police Station. Earlier this year, the City solicited proposals to evaluate the HVAC systems. After careful deliberation, the City decided to proceed with the removal and replacement of the equipment.

C. PROJECT OBJECTIVE

The objective for the proposer is to remove and replace the HVAC systems of the Police Station in conformance with all applicable codes including, but not limited to, IECC 2012). It is the City's intention to retain the services of a professional firm to prepare the necessary plans and specifications for permitting, and to remove and replace the HVAC systems at the Police Station. This will be a turnkey project based on a design/build procurement process.

D. SCOPE OF WORK

The City is looking for a HVAC professional to remove and replace the HVAC systems at the Police Station, 14 East Camp McDonald Road. The selected professional will be required to provide all documentation necessary for permitting, removing and replacing the HVAC systems. Following are minimum requirements for the HVAC systems:

1. Remove and replace five (5) roof top units.

a. Existing units

- i. Carrier 48HJD006-531 with economizer and thermostat**
- ii. Carrier 48HJD007-531 with economizer and thermostat**
- iii. Carrier 48HJE004-531 with economizer and thermostat**
- iv. Carrier 48MJE004-531 with economizer and thermostat**
- v. Carrier 48HJD005-531 with economizer and thermostat**

All are 208/230, 3-phase

- a. Reclaim refrigerant, disconnect and haul away 5 roof top units**
- b. Furnish and install 5 new RTU's of the same size and capacity of the removed units. Reconnect existing gas, electrical and control wiring**
- c. Furnish and install new thermostats for each RTU**

2. Remove and replace two (2) air handling units and two (2) ground condensing units

- a. Existing units - York N-AHD2006A fan coil unit, York H2DB048506A condenser, 208/230, single phase**
- b. Reclaim refrigerant, disconnect and haul away 2 ground condensing units**
- c. Disconnect duct work and electrical on 2 AHU's, and haul away**
- d. Furnish and install 2 new AHU's and 2 new condensing units of the same size and capacity of the removed units**
- e. Furnish 2 new equipment pads for the new systems**
- f. Furnish new refrigerant line sets for the new systems**
- g. Connect condenser to coil, pressure test and charge new systems**
- h. Reconnect ductwork, electrical and control wiring for new systems**
- i. Furnish and install new thermostats for new systems**

3. Remove and replace garage/sally port unit heater

- a. Existing unit – Reznor, 45,000 btu, natural gas, 120v**
- b. Disconnect electric, gas, venting and control wiring of existing unit**
- c. Furnish and install new unit of the same size and capacity**
- d. Reconnect electric, gas, venting and control wiring for new unit**

4. Remove and replace two (2) exhaust fans

- a. Existing unit**
 - i. Cook 006S39723900-0595-0004**
 - ii. New York Blower M11197-100**
- b. Disconnect electric, remove units and haul away**

- c. Furnish and install one (1) curb style exhaust fan of the same size and capacity
- d. Furnish and install one (1) utility style exhaust fan of the same size and capacity
- 5. Furnish and install ductless, indoor/outdoor unit for IT room. There is no existing system.
- 6. Restore any walls, floors or roofs penetrated by the new systems
- 7. Provide 1-year labor and material guarantee for all material and equipment
- 8. Provide extended 4-year warranty on all compressors
- 9. Provide onsite owner training
- 10. Remove all jobsite related debris from site
- 11. Provide and Payment/Performance Bond

All work must be performed in accordance with federal, state and local codes including, but not limited to, IECC 2012

E. LICENSES

Each party submitting a proposal shall possess all necessary federal, state, and local licenses as are required by law, and shall furnish satisfactory proof to the City upon request that the licenses are in effect during the entire period of the contract.

F. PROJECT SCHEDULE AND TRANSITION PERIOD

The proposal must include a proposed timeline for completion. This project has been identified as a high priority project and it is the City's desire to start work as soon as possible.

G. SCHEDULE OF EVENTS

RFP Issued
Proposal Due
Council Award

Date: May 6, 2013
Date: May 23, 2013, 10:30am
Date: June 10, 2013

Following the sealed bid opening, staff will review proposals and will notify submitters of any additional schedules as deemed necessary and will notify all proposers of review status in a timely manner.

H. TERMS AND CONDITIONS

Indemnification: The consultant shall indemnify, defend and hold harmless the City of Prospect Heights, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs, claims or liabilities of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said consultant, its officers, agents and/or employees arising out of, or in the performance of any of the provisions of the contract, including any claims or amounts recovered for any infringements of patent, trademark, or copyright; or from any claims or amounts recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the City of Prospect Heights, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The consultant shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities. Consultants agree to comply with all laws, ordinances, and rules of the City of Prospect Heights and the State of Illinois.

Professional Liability Insurance: The selected firm or consultant shall procure and maintain for the duration of the contract, general liability insurance with a limit of no less than \$1,000,000.

Termination of the Contract: Either party may terminate this agreement by giving the other party no less than one month (30-days) written notice. If the proposer terminates the contract prior to completion of the project, all work completed to date shall be given to the City of Prospect Heights.

Award of the RFP and Amendments: The City of Prospect Heights reserves the right to amend this RFP any time prior to the closing date. The City reserves the right to reject any or all proposals, waive formalities, and select the consultant that best meets the needs of the City.

I. SUBMITTAL REQUIREMENTS

All proposals must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate cost proposals unless called for, or that contain irregularities of any kind may be rejected.

Sealed proposals must be submitted to the City of Prospect Heights, no later than Thursday, May 23, 2013 at 10:30 a.m. Three paper copies and one electronic copy of the RFP Response sealed in one envelope and plainly marked with the title of the

contract (HVAC Equipment Removal and Replacement). Provide one paper copy of the Fee Proposal in a separately sealed envelope plainly marked HVAC Equipment Removal and Replacement Fee Proposal. The proposal must be shipped via United States Postal Service, Federal Express or United Parcel Service or may be dropped off in person at City Hall:

City of Prospect Heights
Attention: James H. Johnson, P.E.
8 N. Elmhurst Road
Prospect Heights, IL 60070

Proposals shall include the following and shall be organized in the order in which they appear below:

1) Firm Description

A title page that includes the following information: name of firm, mailing address, telephone number, fax number, e-mail address, name of contact person, location of branch offices, if any. Provide a brief description of the firm including size and area of specialization.

2) Project Team

Please provide names and qualifications of specific project staff who will act in the primary role in the project and a brief description of relevant previous projects in which the staff has played a central role.

3) Scope of Work and Schedule

Please elaborate on the tasks listed in the scope of work. The schedule should provide a timeline using the approval of a proposal as the starting point of the timeline.

4) Proposal Sheet (Fee Summary)

The proposer shall complete the Proposal Sheet (Attachment A) describing all the costs and financial responsibilities of the proposed contract. Additional pages may be attached, if necessary. The proposal sheet must be notarized to be considered as valid.

5) Completed Work References

The proposer shall provide three (3) references including current contact name and phone number for similar project.

J. EVALUATION CRITERIA

- 1) Responsiveness to submission requirements
- 2) Qualifications of the firm
- 3) References
- 4) Ability to provide services as stipulated in the RFP
- 5) Proposal Price

The City reserves the right to undertake such investigations as it deems necessary to verify qualifications.

K. NEGOTIATIONS

The City of Prospect Heights reserves the right to negotiate specifications, terms, and conditions which may be necessary and appropriate to the accomplishment of the purpose of the RFP. The City may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the proposer during discussions or negotiations will be held by the City of Prospect Heights as contractually binding on the successful proposer.

L. CONFIDENTIALITY

The City Administrator shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of contract, all responses, documents and materials submitted by the proposer pertaining to this RFP will be public information and will be made available for inspection, unless otherwise determined by the City Administrator. All data, documentation and innovations developed as a result of these contractual services shall become the property of the City of Prospect Heights. Based upon the public nature of these RFP's, a proposer must inform the City in writing of the exact materials in the offer which cannot be made part of the public record in accordance with the Illinois Freedom of Information Act.

M. QUESTIONS AND ADDENDA

Any questions posed during the bidding process must be made in writing via e-mail directly to James H. Johnson, P.E. at jjohnson@prospect-heights.org. Questions regarding this RFP will not be entertained via telephone. Any questions submitted and

answers will be posted to the City website as soon as possible in the form of an addendum which will be revised as questions are posed. Questions regarding this RFP may be submitted until May 16, 2013 at 4:00p.m.

N. AWARD OF CONTRACT

The City will attempt to approve a contract with the highest ranking candidate. If an agreement cannot be reached, the City may discontinue negotiations and move on to the next highest ranking candidate. When the contract is executed by both parties, the firm will be instructed to commence providing work as outlined in contract. All information, data, documents, photos, computer records, and other materials of any kind acquired or developed by the consultant to this project shall be the property of the City of Prospect Heights.

ATTACHMENT A

**PROPOSAL SHEET
FOR REQUEST FOR PROPOSAL
FOR CITY OF PROSPECT HEIGHTS
HVAC EQUIPMENT REMOVAL AND REPLACEMENT**

The Proposer must complete this Proposal Sheet.

The undersigned, having examined the specifications and all conditions affecting the City of Prospect Heights HVAC Equipment Removal and Replacement offer to furnish all services, support, labor, and incidentals specified for the price below.

It is understood that the City reserves the right to reject any and all proposals and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than one-hundred eighty (180) days from the date the proposal is required to be submitted to the City of Prospect Heights.

The undersigned proposes to provide HVAC Equipment Removal and Replacement services, as more fully described in the Request for Proposal specifications, for the amount(s) as delineated below:

\$ 60,902⁰⁰

Use additional sheet if necessary

If it is the Proposer's intention to use a subcontractor(s) to fulfill the requirements of this contract, the City must be advised of the subcontractor's company name, address, telephone and fax numbers, and a contact person's name at the time of proposal submittal.

Will you be using a subcontractor?

YES

NO

The undersigned acknowledges receipt of addenda. _____

The undersigned Proposer hereby swears and affirms that:

1) The Proposer is not barred by law from submitting a proposal to the City for the Project contemplated herein due to any violation of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-E4 (Bid Rotating); and that

2) The Proposer is not delinquent in payment of any taxes to the Illinois Department of

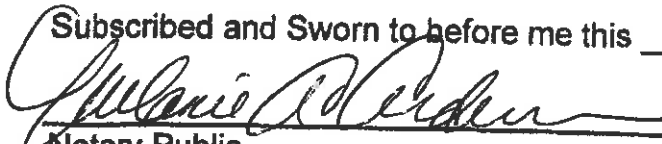
Revenue in accordance with 65 ILCS 5/11-42.1; and that

3) The Proposer provides a drug free workplace pursuant 30 ILCS 580/1, et seq.; and that

4) The Proposer is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program; and that

5) None of the following City officials is either an officer or director of the Proposer or owns five percent (5%) or more of Proposer: the City Mayor, the members of the City Council, the City Clerk, the City Treasurer, the members of the Zoning Board of Appeals and the Plan Commission, the City Administrator, the heads of the various departments within the City.

Proposer's Firm Name	
M G Mechanical Services Inc.	
Street Address, City, State and Zip Code	
1513 Lamb Road Woodstock IL 60098	
Phone Number	Email
815-334-9450	Hdechant@mgmechanical.com
Print Name & Title	Signature
Kim Gibson President	
Federal Employee Identification Number	
36-4405939	
Fax Number	Date
815-334-9453	May 23 rd 2013

Subscribed and Sworn to before me this 23 day of May, 2012.

Notary Public

2-7-16
Notary Expiration Date



E.

June 5, 2013



To: Mayor Nicholas J. Helmer
City of Prospect Heights City Council
Anne Marrin, City Administrator

From: Robert Sabo, Deputy City Clerk

Re: Liquor License Classifications and Hours Discussion

The following documents are for your reference to help facilitate discussion of the existing City of Prospect Heights liquor license classifications and hours. Please note that section 2-3-9: Licenses; Classes, Fees, limitation on Number and Hours of Operations does not reflect the current limitation on license numbers due to liquor license activity that has occurred after the last City Code codification. The documents attached are as follows:

Exhibit A: Section 2-3-8: Classifications of Licenses – This is the City Code governing types of liquor licenses available in the City of Prospect Heights.

Exhibit B: Section 2-3-9: Licenses; Classes, Fees, Limitation on Number and Hours of Operation – This is the City Code governing the hours for the types of liquor licenses available in the City of Prospect Heights as well as the limitation on number.

Exhibit C: Current list of all open and issued liquor licenses, sorted by classification, in the City of Prospect Heights.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert Sabo', written over a horizontal line.

Robert Sabo
Deputy City Clerk



2-3-8: CLASSIFICATION OF LICENSES:

A. Class A Licenses: Class A licenses which shall authorize the retail sale on the premises specified of alcoholic liquor only for consumption on the premises. If the premises is a hotel, packaged liquor may be sold to guests of the hotel. (Ord. 0-95-44, 10-16-1995)

Class A-1 Licenses: Class A-1 licenses shall authorize the retail sales on the premises of beer and wine only for consumption on the premises in a bowling alley only. (Ord. 0-99-19, 8-16-1999, eff. 8-26-1999)

Class A-2 Licenses: Class A-2 licenses shall authorize the retail sale on the premises specified of alcoholic liquor only for consumption on the premises. (Ord. 0-03-52, 12-1-2003, eff. 12-11-2003)

Class A-3 Licenses: Class A-3 licenses shall authorize the retail sale on the premises specified of alcoholic liquor only for consumption on the premises during the hours set forth in section 2-3-9 of this chapter. The holder of a class A-3 license may petition the local liquor commissioner for a temporary extended hours permit to allow extended hours not later than four o'clock (4:00) A.M. on any one day Sunday through Thursday. Said petition must be in writing and delivered to the local liquor commissioner not less than fourteen (14) days prior to the date on which the licensee desires extended hours. An extended hours permit granted under this section shall be valid only for the single date specified on the permit. Extended hours under this subsection may be granted in the sole discretion of the local liquor commissioner and shall not be deemed a right of the licensee. (Ord. 0-11-20, 6-27-2011)

B. Class B Licenses: Class B licenses which shall authorize the retail sale of alcoholic liquor, but not for consumption on the premises where sold.

If said sale of alcoholic liquor is carried out on premises which are utilized primarily for other retail sales activities, the sale of such liquor shall be confined to an area which is separated from the other retail sales activity.

The sale of such liquor shall be confined to an area which is separated from the other retail portions of the premises by a suitable enclosure or partition of such design and construction as may be approved by the local liquor control commissioner. No class B license outstanding on the effective date of this section shall be renewed upon its expiration unless such approved enclosure or partition has been constructed. (Ord. 0-95-44, 10-16-1995)

C. Class B-1 And B-2 Licenses:

1. **Class B-1 Licenses:** Class B-1 licenses which shall authorize the retail sale of wine and beer, but not for consumption on the premises where sold. The said sale of alcoholic liquor is carried out on premises which are used primarily for the sale at retail of packaged foods and/or convenience items to be carried out from the premises.
2. **Class B-2 Licenses:** Class B-2 licenses which shall authorize the retail sale of wine and beer, but not for consumption on premises where sold. The said sale of alcoholic liquor is carried out on premises which are used primarily for the sale at retail of packaged foods and/or convenience items to be carried out from the premises, during hours of operation which differ from the B-1 classification.
3. **Separate Area For Sales:** If said sale of wine or beer is carried out on premises which are utilized primarily for other retail sales activities, the sale of such liquor shall be confined to an area which is separated from the other retail sales activity. The sale of such wine or beer shall be confined to an area which is separated from the other retail portions of the premises by a suitable enclosure or partition of such design and construction as may be approved by the local liquor control commissioner. No class B-1 or B-2 license outstanding on the effective date of this section shall be renewed upon its expiration unless such approved enclosure or partition has been constructed. (Ord. 0-07-28, 7-9-2007)

D. Class C Licenses: Class C licenses which shall authorize the retail sale, in restaurants only, of alcoholic liquor for consumption on the premises where sold. Such licenses may be issued to and retained by those establishments which:

1. Have a seating capacity at tables for a minimum of thirty (30) persons for food services; and
2. Offer their patrons full and complete meals, including a dinner menu.

No such license shall be granted to or retained by any establishment in which the facilities for food preparation and service are not primarily those of a restaurant or are operated as a "fast food restaurant" as defined in this chapter. Without limiting the generality of the foregoing, limited food service, such as provided by lounges, luncheonettes, diners, coffee shops, drive-ins, etc., do not satisfy the requirements for this license classification.

E. Class C-1 Licenses: Class C-1 licenses which shall authorize the retail sale of wine and beer in restaurants only, for consumption on the premises where sold. Such licenses may be issued and retained by those establishments which:

1. Have a seating capacity at tables for a minimum of thirty (30) persons for food services; and
2. Offer their patrons meals.

No such license shall be granted to or retained by any establishment in which the facilities for food preparation and service are not primarily those of a restaurant. (Ord. 0-95-44, 10-16-1995)

F. Class C-2 Licenses: Class C-2 licenses which shall authorize the retail sale of alcoholic liquor in restaurants only, without a bar or cocktail lounge area for consumption on the premises where sold. Such licenses may be issued and retained by those establishments which:

1. Are located within the boundaries of the area commonly referred to as the Prospect Crossing TIF area and have a square footage of not less than seven thousand (7,000) square feet; and
2. Meet all the requirements set forth in subsection D of this section for class C licenses. (Ord. 0-01-05, 2-20-2001, eff. 3-2-2001)

G. Class D Licenses: Class D licenses which shall authorize the retail sale of alcoholic liquor for consumption on public golf course premises.

H. Daily Permits: The local liquor control commissioner may grant a daily permit which shall authorize the retail sale of alcoholic liquors for consumption only on the premises where sold, to any company, organization or group, authorizing the sale of alcoholic liquor at any picnic, carnival or similar function given by said organization.

Daily permits may be issued for not more than five (5) consecutive days to any one organization. The application for a daily permit shall specify the name of the organization, the person or persons responsible for custody and sale of alcoholic beverages, the dates, and hours of service, and shall indicate the nature of the organization (e.g., charitable, civic) and the character of the event or events to which the permit applies. No such permits, however, shall be issued or granted except upon proof of adequate dramshop (host liquor liability) insurance provided by the insurance carrier or a bona fide agent of the carrier.

Prior to the issuance of a daily permit to any applicant, such applicant shall place on deposit with the local liquor control commissioner the sum of one hundred dollars (\$100.00) to one thousand dollars (\$1,000.00), the exact amount to be determined by the local liquor control commissioner for each day of the event for which a permit is required. At the discretion of the local liquor control commissioner, such deposit shall be refundable to such applicant provided that the event for which the daily permit was issued, was conducted without justifiable complaints from nearby residents and without disruption of nearby business activities or traffic flow. No such deposit shall be refunded in the event that any violation of this section occurred at the event for which the daily permit was issued.

I. Special Permits: The local liquor control commissioner may grant modified hours for special events with no more than three (3) such permits to be approved per applicant per year. Such special permits shall be restricted to holders of class A and class C licenses. Requests for the permit for modified hours shall be made to the local liquor control commissioner in writing, signed by the applicant, including name of responsible supervisor to the special event, client for whom the special event will be held and any other information deemed necessary by the local liquor control commissioner. Each application for a permit for modified hours shall include a nonrefundable fee of one hundred dollars (\$100.00) which shall be separate and distinct from the annual license fee. (Ord. 0-95-44, 10-16-1995)

J. Sunday Brunch Permits: The local liquor control commissioner may grant to holders of class A and class C licenses a special Sunday brunch SB permit to serve alcoholic beverages on Sundays between the hours of nine o'clock (9:00) A.M. and twelve o'clock (12:00) noon. The SB permit shall be an addendum to the annual license; and, in no way, shall it be regarded as a license. Holders of such permits shall pay the fees established in section 2-3-9 of this chapter. (Ord. 0-95-44, 10-16-1995; amd. Ord. 0-09-07, 3-13-2009)

The SB permits shall be effective and concurrent with the licenses to which they apply. No such permit shall be valid in the absence of or during the revocation or suspension of the license to which it applies.

SB permits shall be issued subject to the same rules and restrictions with respect to holder qualifications, terms and conditions, and to the general requirements of this chapter which apply to the licenses. Additional restrictions are as follows:

1. SB permits shall apply only to the service of alcoholic beverages at the licensed establishment.
2. All licensed establishments holding an SB permit may provide additional alcoholic beverage service during the period between the hours of nine o'clock (9:00) A.M. and twelve o'clock (12:00) noon on Sundays only in connection with meal service.

No person or persons shall be served alcoholic beverages in any area where meal service is not offered and available, and no person or persons shall consume alcoholic beverages during such period except in connection with a meal.

3. Service of alcoholic beverages under the SB permit is strictly prohibited in cocktail lounges, bar areas, coffee shops and other rooms or areas where complete meals are not offered and served. (Ord. 0-95-44, 10-16-1995)

EXHIBIT B

This section has been affected by a recently passed ordinance, 12-01 - LIQUOR LICENSES. Go to new ordinance.

This section has been affected by a recently passed ordinance, 12-21 - COIN-OPERATED AMUSEMENT DEVICES. Go to new ordinance.

2-3-9: LICENSES; CLASSES, FEES, LIMITATIONS ON NUMBER AND HOURS OF OPERATION:

The annual license classification as described in section 2-3-8 of this chapter, and the limitation on the outstanding number of such licenses shall be as provided in the following schedule:

Class Of License	Annual Fee ¹	Limitation On Number	Monday Through Thursday	Friday	Saturday	Sunday
A	\$3,300 .00	6	8:00 A.M. through 2:00 A.M. following	8:00 A.M. through 3:00 A.M. Saturday	8:00 A.M. through 3:00 A.M. Sunday	2:00 noon through 2:00 A.M. following
A-1	1,650 .00	0	12:00 noon through 12:00 midnight	12:00 noon through 12:00 midnight	12:00 noon through 12:00 midnight	
A-2	4,400 .00	1	8:00 A.M. through 4:00 A.M. ²	8:00 A.M. through 4:00 A.M.	8:00 A.M. through 4:00 A.M.	12:00 noon through 3:00 A.M.
A-3	4,000 .00	1	8:00 A.M. through 3:00 A.M.	8:00 A.M. through 4:00 A.M.	8:00 A.M. through 4:00 A.M.	12:00 noon through 3:00 A.M.
B	2,200 .00	6	8:00 A.M. through 12:00 midnight	8:00 A.M. through 12:00 midnight	8:00 A.M. through 12:00 midnight	9:00 A.M. through 12:00 midnight
B-1	1,925 .00	2	11:00 A.M. through	11:00 A.M. through	8:00 A.M. through	9:00 A.M. through

			12:00 midnight	12:00 midnight	12:00 midnight	12:00 midnight
B-2	2,200 .00	1	8:00 A.M. through 2:00 A.M. following	8:00 A.M. through 2:00 A.M. following	8:00 A.M. through 2:00 A.M. following	12:00 noon through 2:00 A.M. following
C	3,300 .00	2	8:00 A.M. through 2:00 A.M. following	8:00 A.M. through 3:00 A.M. Saturday	8:00 A.M. through 3:00 A.M. Sunday	12:00 noon through 2:00 A.M. following
C-1	1,650 .00	4	8:00 A.M. through 2:00 A.M. following	8:00 A.M. through 3:00 A.M. Saturday	8:00 A.M. through 3:00 A.M. Sunday	12:00 noon through 2:00 A.M. following
C-2	3,300 .00	1	8:00 A.M. through 2:00 A.M. following	8:00 A.M. through 3:00 A.M. Saturday	8:00 A.M. through 3:00 A.M. Sunday	12:00 noon through 2:00 A.M. following
D	0	1	8:00 A.M. through 2:00 A.M. following	8:00 A.M. through 3:00 A.M. following	8:00 A.M. through 3:00 A.M. following	11:00 A.M. through 2:00 A.M. following
Daily	\$55.00 fee plus \$100.00 to \$1,000.00 deposit ³					
SB	\$440 .00	2				9:00 A.M. through 12:00 noon

Notes:

1. Effective beginning May 1, 2002, unless amended thereafter.
2. 8:00 A.M. through 3:00 A.M. on Mondays.
3. Daily deposit may be refunded subject to discretion of local liquor control commissioner per subsection 2-3-8H of this chapter.

On the mornings of July 4, Memorial Day, Labor Day and Thanksgiving, the sale of alcoholic beverages is permitted as follows in the following classifications:

Class A Until 3:00 A.M.
Class A-2 Until 4:00 A.M.
Class C Until 3:00 A.M.
Daily Until 1:00 A.M.

On December 31, the sale of alcoholic beverages is permitted as follows:

Class B Until 12:00 midnight

On the morning of January 1, the sale of alcoholic beverages is permitted as follows:

Class A Until 3:00 A.M.
Class A-2 Until 4:00 A.M.
Class C Until 3:00 A.M.
Daily Until 3:00 A.M.

All patrons and customers shall leave the premises not later than ten (10) minutes following the closing hours stipulated above, excepting in establishments which are full service restaurants in which the service of alcoholic beverages is incidental and complementary to the service of meals; in such establishments all alcoholic beverages must be removed from all service areas, tables, counters, bars, etc., within ten (10) minutes following the closing hours stipulated. (Ord. 0-95-44, 10-16-1995; amd. Ord. 0-99-06, 2-16-1999, eff. 2-26-1999; Ord. 0-99-19, 8-16-1999, eff. 8-26-1999; Ord. 0-01-05, 2-20-2001, eff. 3-2-2001; Ord. 0-02-05, 3-18-2002, eff. 3-28-2002; Ord. 0-02-06, 3-18-2002, eff. 3-28-2002; Ord. 0-03-52, 12-1-2003, eff. 12-11-2003; Ord. 0-04-01, 1-20-2004, eff. 1-30-2004; Ord. 0-04-05, 2-2-2004, eff. 2-12-2004; Ord. 0-04-06, 2-2-2004, eff. 2-12-2004; Ord. 0-04-15, 4-19-2004, eff. 4-29-2004; Ord. 0-04-34, 7-19-2004, eff. 7-29-2004; Ord. 0-05-07, 4-4-2005, eff. 4-22-2005; Ord. 0-05-08, 4-4-2005, eff. 4-22-2005; Ord. 0-05-13, 5-2-2005, eff. 5-13-2005; Ord. 0-05-17, 6-6-2005, eff. 6-17-2005; Ord. 0-05-35, 10-3-2005, eff. 10-20-2005; Ord. 0-05-44, 12-19-2005, eff. 12-30-2005; Ord. 0-06-24, 6-19-2006; Ord. 0-06-28, 7-24-2006; Ord. 0-06-29, 7-24-2006; Ord. 0-06-45, 11-20-2006; Ord. 0-07-12, 4-2-2007; Ord. 0-07-19, 5-7-2007; Ord. 0-07-22, 5-21-2007; Ord. 0-07-23, 5-21-

2007; Ord. 0-07-28, 7-9-2007; Ord. 0-07-35, 11-19-2007, eff. 11-30-2007; Ord. 0-08-03, 2-4-2008, eff. 2-15-2008; Ord. 0-08-15, 4-21-2008; Ord. 0-08-16, 5-5-2008, eff. 5-16-2008; Ord. 0-08-17, 5-5-2008, eff. 5-15-2008; Ord. 0-08-26, 6-16-2008, eff. 6-27-2008; Ord. 0-09-07, 3-13-2009; Ord. 0-09-12, 5-4-2009; Ord. 0-09-13, 5-18-2009, eff. 5-29-2009; Ord. 0-09-17, 6-15-2009, eff. 6-26-2009; Ord. 0-10-09, 5-24-2010, eff. 6-4-2010; Ord. 0-10-27, 8-23-2010, eff. 9-2-2010; Ord. 0-10-28, 8-23-2010, eff. 9-2-2010; Ord. 0-10-48, 12-13-2010; Ord. 0-11-15, 6-6-2011; Ord. 0-11-20, 6-27-2011)

EXHIBIT C

Liquor Licenses in the City of Prospect Heights

Name	Address	City	Class	Liquor	Fee	Paid 13-14
Atlantis Banquets	1273 N. Rand Road	Arlington Heights, IL 60004	A		\$3,300.00	y
FireSide Land Development LLC., DBA Hilton Northbrook	2855 N. Milwaukee Avenue	Northbrook, IL 60062	A		\$3,300.00	y
JS & S Corp.	1211 S. Wolf Road	Prospect Heights, IL 60070	A		\$3,300.00	y
Players Pub & Grill, Inc.	1250 S. River Road	Prospect Heights, IL 60070	A		\$3,300.00	y
Crowne Plaza Chicago Northbrook	2875 N. Milwaukee Avenue	Northbrook, IL 60062	A		\$3,300.00	y
Rocky Vanders	698 N. Milwaukee Avenue	Prospect Heights, IL 60070	A-2		\$4,400.00	y
House of Music and Entertainment LLC	1227 N. Rand Road	Arlington Heights, IL 60004	A-3		\$4,000.00	y
Aldi Inc	1432 E. Rand Road	Arlington Heights, IL 60004	B		\$2,200.00	y
Coachlite Liquors	7 S. Wolf Road	Prospect Heights, IL 60070	B		\$2,200.00	y
Discount Liquors	3 E. Camp McDonald Road	Prospect Heights, IL 60070	B		\$2,200.00	y
Palwaukee Liquors	688 N. Milwaukee Avenue	Prospect Heights, IL 60070	B		\$2,200.00	y
Riddhi Enterprises, Inc. dba S&G Food and Liquor	828-30 N. Elmhurst Road	Prospect Heights, IL 60070	B		\$2,200.00	y
Matrima Inc. dba Volume Liquor	1312 N. Rand Road	Arlington Heights, IL 60004	B		\$1,925.00	y
RVD Inc. DBA Convenient Food and Beer	1203 N. Elmhurst Road	Prospect Heights, IL 60070	B-1		\$1,925.00	y
AALA Enterprises, Inc. DBA Prospect Heights Citgo	1204 N. Elmhurst Road	Prospect Heights, IL 60070	B-1		\$1,925.00	y
Speedway #4251	1021 N. Rand Road	Arlington Heights, IL 60004	B-1		\$1,925.00	y
Walgreens #04146	1 N. Elmhurst Rd.	Prospect Heights, IL 60070	B-2		\$2,200.00	y
Naomi Sushi	1309 N. Rand Road	Arlington Heights, IL 60004	C		\$3,300.00	y
Secret Garden Restaurant	1612 N. Rand Road	Arlington Heights, IL 60004	C		\$3,300.00	y
Blue Swan Ltd., DBA Gabin Café	1 S. Wolf Road	Prospect Heights, IL 60070	C		\$3,300.00	y
Monica's Restaurant Corp.	636 N. Milwaukee Avenue	Prospect Heights, IL 60070	C-1		\$1,650.00	y
Nikko's Restaurant	1421 N. Rand Road	Arlington Heights, IL 60004	C-1		\$1,650.00	y
Yummy Gourmet Restaurant	1255 N. Rand Road	Arlington Heights, IL 60004	C-1		\$1,650.00	y
Seoul Billiards	668 N. Milwaukee Ave	Prospect Heights, IL 60070	C-1		\$1,650.00	y
Royal Roast Chicken/El Pollo Real	1 S. Wolf Road	Prospect Heights, IL 60070	C-1		\$3,300.00	y
Comfort Inn - RK Hospitality Inc.	600 N. Milwaukee Avenue	Prospect Heights, IL 60070	C-2		\$1,650.00	y
Blackhawk Restaurant Group, LLC Series PCProspect d/b/a Per	1253 N. Rand Road	Arlington Heights, IL 60004	C-3		\$1,650.00	y
River Trails Park District - Rob Roy Golf Course	505 E. Camp McDonald Road	Prospect Heights, IL 60070	D		\$0.00	y



City of Prospect Heights
Public Work Department
Steven Cutaia
May 29, 2013

"ADOPT AN ISLAND PROGRAM"



City of Prospect Heights

Public Works Department

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

Office: 847/398-6070 x 211-FAX: 847/590-1854 www.prospect-heights.il.us

City of Prospect Heights "Adopt an island program"

The City of Prospect Heights is offering an "Adopt an island program". The City is responsible for about twenty cul-de-sac type landscaped islands that require maintenance in the spring, summer and fall. Some times staff cannot attend to these areas as much as some may wish. Other times the residents of a cul-de-sac would like to maintain the cul-de-sac to a higher standard the City is able to provide. John F Kennedy stated in his January 20, 1961 inaugural speech: **"And so, my fellow Americans: ask not what your country can do for you - ask what you can do for your country."**

Perhaps you, your cul-de-sac, and/or your organization have interest in helping. Simply complete the application and submit it to city hall, attention Public Works Director. In return of your commitment, the City would express our appreciation by posting a professional sign at each site. Any questions or comments please contact Steve Cutaia at 847-398-6070 extension 207.

Maintenance responsibilities/guidelines:

- The property shall be consistently maintained including grass less than 8".
- Flower beds shall be allowed to be planted in the ground.
- Placement of mobile items shall be allowed such as benches, flower pots etc. These items shall be maintained in good condition.
- There shall be no obstructions to any utility access location, such as a sewer manholes and or fire hydrants.
- There shall be no permanent structures places on the property.
- There shall be no permanent footings or foundations installed.
- Tree trimming shall be the City's responsibility of care.
- There shall be nothing mounted to the City trees and or poles.
- There shall be nothing offensive placed on this property.
- The City shall have full authority to discontinue anyone's responsibility.
- The City shall have full authority to restrict, or remove anything placed on this property.
- The City shall take no responsibilities for any such injuries that may occur on this property.

Sign Examples:

City of
Prospect
Heights
Adopt an
Island
Program

This Island
has been
adopted by:
The
Skiber
Family



City of Prospect Heights

Public Works Department

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

Office: 847/398-6070 x 211-FAX: 847/590-1854-www.prospect-heights.il.us

APPLICATION for Adopting an Island

Island location: _____

Adoption time frame:

From ____/____/____

To ____/____/____ or until notified check here ____

Date of submittal: _____

Name or Organization: _____

Contact Person: _____

Address: _____

City State, Zip: _____

Phone: _____

E-Mail: _____

Proposed additional care (if applicable)

Signature: _____

Date: _____

Forward to the Public Works Director at City Hall

Area reserved for office use:

