



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

April 27, 2015 at 6:30 PM

City Hall

8 North Elmhurst Road

Prospect Heights, IL 60070

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE** – Led by Alderman Mendez
- IV. INVOCATION** – Betty Cloud, Member of the St Alphonsus Parish Pastoral Council
- V. CLOSED SESSION** - Purchase lease of sale of Real Estate/Personnel matters/Pending probably or imminent litigation.
- VI. RESIDENTS COMMENTS (Agenda Items)**
- VII. STAFF AND ELECTED OFFICIALS REPORTS**
 - Interim City Administrator – William Balling
 - Finance Director – Stephanie Hannon
 - a. Treasurer's Report
 - Director, Building & Zoning - Steve Skiber
 - Public Works Director – Steve Cutaia
 - Acting Assistant to the City Administrator – Pardeep Deol
 - a. Discussion of a Proposed "Cruise Night" Community Event
 - Aldermen:**
 - John Styler
 - Pat Ludvigsen
 - Scott Williamson
 - Bree Higgins
 - Luis Mendez
 - Mayor**
 - Nicholas J. Helmer
- VIII. ADOPTION OF THE CONSENT AGENDA**

- A. Approval of the April 13, 2015 Budget Public Hearing for Fiscal Year 2015/16
- B. Approval of the Minutes for April 13, 2015 City Council Regular Workshop Minutes.
- C. Ordinance XX Approving a Special Use and Final Engineering for a Self-Storage Facility located at 1414 Rand Road
- D. Ordinance XX Approving the development Agreement for a Self-Storage facility located at 1414 Rand Road pursuant to the Rand Road Corridor Business District Plan.
- E. Development Agreement for 1414 Rand Road Pursuant to the Rand Corridor Business District Plan

IX. APPROVAL OF CONTRACTS

- F. Contract award to Canyon Contracting, Spring Grove, IL in the amount of \$101,542.00 for SSA 5 drainage improvements in the Quincy Park subdivision.
- G. Approve Agreement with IDOT to include in the IDOT June letting the Willow Road grant funded sidewalk project.
- H. Approve a professional services Agreement with GHA for construction engineering services related to the Willow Road sidewalk project.
- I. Approve a Landscaping contract to for work in Moore the City Tourism District.
- J. Approve an Electrical contract to Pinnacle Electric for work in the City Tourism District

X. NEW BUSINESS

- K. Ordinance amending the sexual harassment policies of the City of Prospect Heights contained in the Personnel Rules (First Reading)
- L. Ordinance to amend the liquor control Code in the City for Consideration of an additional beer and wine license.

XI. APPROVAL OF EXPENDITURES

- M. Approval of Warrants

General Fund	\$155,685.14
MFT Fund	\$0.00
Palatine/Milwaukee TIF	\$178,411.70
Tourism District	\$0.00
Development Fund	\$21.00
DEA Fund	\$300.00
Solid Waste Fund	\$0.00
SS Area #1	\$0.00
SS Area #2	\$0.00

SS Area #3	\$0.00
SS Area #4	\$0.00
SS Area #5	\$200.38
SS Area #8 – Levee Wall #37	\$0.00
SS Area-Constr #6 (Water Main)	\$0.00
SS Area- Debt #6	\$0.00
Road Construction	\$0.00
Road Construction Debt	\$0.00
Water Fund	\$2,284.55
Parking Fund	\$2,254.18
Road/Building Bond Escrow	\$0.00
TOTAL	\$339,156.95
4/17/15 PAYROLL	\$118,707.65
4/15/15 POLICE PENSION TRANSFER	\$265,410.22
4/21/15 POLICE PENSION PAYMENT	\$27,670.01
TOTAL WARRANT	\$750,944.83

XII. UNFINISHED BUSINESS

N. Ordinance XX Adopting the Annual Budget for FY 2015-2016 (with waiver of first reading)

O. Ordinance XX Amending the Salary Schedules for Employees: All Full Time Employees and Part Time Employees, except the City Administrator First reading waiver

XIII. PRESENTATION

P. The FY 2015-2016 Chicago Executive Airport Budget

XIV. ADJOURNMENT

POSTED: by Deputy Clerk Schultheis, 5 PM April 24, 2015

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

C, D, E



To: Mayor Nicholas J. Helmer and the Prospect Heights City Council

From: Steve Skiber, Director of Building and Zoning S.S.

Date: April 22nd, 2015

Re: 1414 N. Rand Rd. – Self Storage Facility

Issue: Jonathan Lunn, representing CSE Development Inc has proposed to develop a 3 story, 700 unit, Self-Storage Facility on the vacant lot at 1414 N Rand Rd (next to the Aldi/Bank site).

Analysis: Mr. Lunn has appeared before the City Council on three occasions to discuss the merits of his proposal to develop the site. The lot has been vacant for years and was almost developed as a new Social Security Administration building, that failed due to the inability to provide a Lake Michigan water source. As an underperforming property, Mr. Lunn has also agreed to provide a 1.5% revenue generator for each unit rented. This will be covered by a separate agreement. The PZBA held a Public Hearing on 2/26/15, at which time the Board voted unanimously (6-0) to support the required Special Use Permit and a minor variation regarding Floor Area Ratio. We are currently completing the engineering review and expect to receive all required regulatory permits and approvals.

Recommendation: Staff is comfortable with the submissions and the development proposal. In order to complete the land sale, Mr. Lunn is seeking City Council approval. The City Engineer, Steve Berecz, will be present to answer any engineering questions.

Thank You.

RECEIVED
CITY OF PROSPECT HEIGHTS

2015 FEB -4 PM 3:41

FOR OFFICE USE ONLY:
FEE PAID \$550.00
RECEIPT # 1482
DATE 2/4/15
RECVD BY JM
CASE # 15-02V/Su
MEETING DATE 2/26/15

PLAN/ZONING BOARD OF APPEALS
APPLICATION

- ☒ Special Use (\$400)
☒ Variation (\$150)
☐ Text Amendment (\$300)

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

APPLICANT:

CSE Development, Inc.

ADDRESS:

44 Hawthorne Rd.
Barrington, IL 60010

PHONE:

Home: 847-382-9544 Work: (847) 220-2449

ADDRESS OF SUBJECT PROPERTY: 1414 E. RAND RD.

PROPERTY IS LOCATED IN THE B2-A ZONING DISTRICT.

APPLICABLE SECTION OF ORDINANCE: 8.03C4H/5-7-3C4H

DESCRIPTION OF REQUEST: SPECIAL USE PERMIT FOR
SELF STORAGE FACILITY AND A VARIATION FOR FAR FROM 1.2 TO 1.35

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

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

The following items MUST be submitted at time of filing:

1. Application (12 copies)
2. Plat of Survey (12 copies) - must be drawn to scale and indicate the location of the proposed addition or construction and must contain the legal description of the property, along with additional information to support the application (12 copies). (Note*- please include one copy for file no larger than 11"x 17").
3. Proof of Ownership (1 copy)
4. Letter indicating Hardship (for variations only - 12 copies)
5. Notice to Property Owners (1 copy)
6. List of Property Owners (1 copy) obtained from the Wheeling Township Office, 1616 N. Arlington Heights Rd., Arlington Heights, IL 60004 - Tel: 847/259-1515 of all properties lying within 350 ft. of property line/subject's property once approved confirmation letter from the City of Prospect Heights is received
7. Application Fee (cash or check made payable to: City of Prospect Heights)

Date: 2/4/15

Signature of Applicant



CSE Development, Inc.
Established 1996

February 4, 2015

Mr. Steve Skiber
City of Prospect Heights
Director of Building and Zoning
8 North Elmhurst Road
Prospect Heights, IL 60070

Re: Application for Special Use and Variance at 1414 N. Rand Road, Prospect Heights, IL

Dear Mr. Skiber:

CSE Development, Inc. has a sincere interest in developing the vacant property at 1414 N. Rand Road, Prospect Heights, IL. We are under contract with the land owner and would like to continue to formally pursue the zoning approval for our intended use.

As you know, we have attended three public workshops starting in November 2014. During these in-depth sessions with the Mayor and the City Council, we have agreed to a Developer Agreement to allow our project in the B2-A zoning class. As agreed, we are ready to complete the application for Special Use and variance to the Zoning Board of Appeals.

We agree with the City Council and Mayor that our proposal is a great use for this longtime vacant site, especially with our ability to manage some of the more difficult inherent features: the water issue, the restricted access from Rand Road, the projected high Cook County real estate taxes and the excess supply of retail space in the area. In terms of the variance, we are requesting an increase in the FAR from 1.2 to 1.35. This increase was discussed during the workshops and is an important part of the Development Agreement. We all agreed, the 12.5% increase in the FAR is in harmony with the general purpose and intent of the zoning class and preserves its spirit.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan D. Lunn". The signature is fluid and cursive.

Jonathan D. Lunn
President
CSE Development, Inc.



CSE Development, Inc.

Business Plan

Our business model is simply to design and build affordable, easily accessible, Climate Controlled self storage spaces for residential and commercial customers.

Why Prospect Heights:

We have researched and determined that the trade area around the site we have selected to be a good fit for our services. The area is lacking in the high quality, climate controlled, modern services and state-of-the-art type of self storage now available around the country. There is zero competition of any kind in the City of Prospect Heights. This means all the residents **MUST** travel to other cities in the area to have their self storage needs met. We know from data charts dating back to the 1970's that approximately 1 out of every 11 households uses self storage at any given time. Many times normal life events trigger a need – a child is born, goes to college, moves back in, a family member passes away, someone gets married, someone starts a small business or closes a large business, storage of documents, downsizing lifestyles, simplifying life with a smaller condo or apartment. When these life inevitabilities happen we are there, but not with the older style, exterior accessible garage-type space...but with well lit, clean, carpeted, heated and air conditioned space.

Management Partner:

A key component to our business plan is the selection of our management partner CubeSmart (NYSE: CUBE). CubeSmart is an American real estate company focused on the ownership, operation, acquisition and development of self storage facilities in the United States. As a national operator of over 1,200 facilities, CubeSmart continually is working to enhance its business by applying its management expertise and best practices to each facility. CubeSmart is committed to providing its customers with an **exceptional self storage experience**.

The CubeSmart pledge:

- To be **dedicated** to service excellence.
- To be **accountable** for our actions.
- To **lead by example** and do the right thing.
- To **understand** our Customer's perspective.
- To utilize **teamwork** and have a "can do" attitude.
- To serve our Customers **passionately**.

CubeSmart's goal is to deliver a better storage experience than you could have imagined, and we hope that you see the CubeSmart difference in every aspect of our business.



CSE Development, Inc.

Operation Hours:

We will be operational everyday with CubeSmart's professionally trained managers. The facility will typically be staffed with 2-3 employees during the typical office hours of 8:30am to 6pm everyday. Current customers will be able to access their property from 6am to 10pm utilizing our computer controlled high security access system. Some clients will pay an extra fee to access their property at any time -- these might be accountants or lawyers that need access to sensitive files which they now would be able to safely store in a climate controlled environment.

What we offer:

We will be offering clean, well lit, secured self storage units for short term rental. All leases are month-to-month. Customers can move their belongings in and out of the facility at any time. We are also very excited to have been selected to be a CubeSmart Superstore. This designation will make the Prospect Heights location truly a self storage facility of the future. The Service amenities include:

- Logistic Services
- Office Amenities
- Storage Customization
- Moving Services
- Organization Services

The detail of each of these services can be found at www.CubeSmart.com/Superstore

Some of the Facility amenities at Cubesmart Superstores include: carpeted hallways throughout the facility, business center with free Wi-Fi, fax, copies and coffee; a mobile app for inventory management, package receipt and hold for pick-up service, free use of a move-in truck, a willing provider for community charity drop-off and more.

Community Impact:

Self Storage has a low impact on City services and is a quiet neighbor to current property owners. One of the best ways to judge this is by activity. We know from other properties and industry studies that we will receive around 1.6 visits per hour per 100 occupied units. For the Prospect Heights Superstore, this translates to around 26 visits per day (page 76 Self Storage Almanac 2012). Also, we make zero noise, we adjust our light emissions to end at our property line, we will pay retail taxes on our store front sales and we will pay a large Cook County Property Tax bill, mostly for the local school district.



CSE Development, Inc.



Arlington Heights



Palatine

Analysis of site with respect to Comprehensive Plan

Our reading of the Comprehensive Plan recommendations indicates we are in harmony with the newly commissioned ideas for the growth of Prospect Heights.

1. The Comprehensive Plan's "Key Recommendations" highlight 6 **other** areas for immediate attention. We infer, because our location is not among the final recommendations, it follows, that approval of our idea for this site will not adversely affect the City's long term economic goals.
2. The plan indicates on Page 20 "strengthen existing retail areas with beautification" our plan will accomplish this by seamlessly adding on to the Aldi development with similar styling new commercial construction. We will further beautify the area by adding new sidewalks (Page 23) and connecting them with the Subaru Dealership to the south.
3. In the "Business and Commercial Land Use – Key Recommendations" (Page 8). Number 2 and number 4 specifically reference the Rand Road commercial area. "Reconfigure outlots to attract and accommodate larger format businesses....." and "Create consistency of character along Rand Road..." Our idea is a larger format business and our design we will connect the newer Aldi development and the Subaru Dealership and create the "consistency of character" envisioned by the plan.
4. Report indicates "there are three strategic infill and redevelopment areas in the City that should be prioritized" (Page 7) all in **other** areas of the City. Also (on page 19), the Economic Development Overview references redevelopment-strategies that focus on retail Centers and not on vacant lots. The report again specifically references five different Centers that could benefit from the report's recommendations. We again infer, because our location is not among



CSE Development, Inc.

the prioritized areas, it follows, that approval of our idea for this site will not adversely affect the City's long term economic goals.

5. Retail overview (Page 18) – “There is significant retail competition from neighboring Mount Prospect and Arlington Heights along Rand Road”....”Most of the major retailers are represented in Mount Prospect and Arlington Heights and serve Prospect Heights residents from stores in those municipalities.”.....” “Smaller, more specialized and/ or destination businesses that complement existing stores are better candidates to move into Prospect Heights”. Our site is just large enough to accommodate the appropriate sized self storage facility. Our Superstore will be a **destination** business for residents of Mount Prospect and Arlington Heights. As the report indicates, this will serve to support and complement the existing stores in Prospect Heights.
6. The Cook County Real Estate Taxes on this site will rise significantly with the improvement of the site from vacant land to 90,000 sf building. A majority of these funds will go to support the local public school district. This will help all residents of Prospect Heights.

In summary, we believe our proposal is the best use of this site and will serve the Comprehensive Plan's vision of consistency of character, beautification, sidewalk improvement and a destination business for Prospect Heights.

Professional Impact Analysis

We have made arrangements with Robert Miller a SVP at Applied Real Estate Analysis Inc. of Chicago as our consultant on this project. Mr. Miller is a real estate analyst and city planner with over 20 years of experience conducting market analyses, preparing economic development strategies, and developing neighborhood revitalization programs. He also served as a planner for the State of Michigan's Office of Historic Preservation. Mr. Miller holds a Master's degree in Regional Planning from Cornell University and a Master of Arts degree in American History from Pennsylvania State University

Mr. Miller stands ready to supply his professional analysis to our opinion of the site conditions at 1414 N Rand Road in Prospect Heights. Upon a successful initial review of our plan by the City, we intend to utilize AREA Inc. as deemed appropriate. We envision a report that focuses on the highest and best use of the site with reference to the City's Comprehensive Plan, the Rand Road corridor Business District ordinance and our proposal for the development.

Respectfully,
Jonathan D. Lunn
CSE Development, Inc.

AGENDA
February 26, 2015

PLAN/ZONING BOARD OF APPEALS
Prospect Heights City Hall
8 North Elmhurst Road – 7 p.m.

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. APPROVAL OF MINUTES**
January 29, 2015
- IV. Case No. ZBA-15-02V/SU**
Applicant: Jonathan Lunn, CSE Development Inc.
Address: 1414 N. Rand Rd. Arlington Heights, IL 60004
Requesting a Special Use Permit and a Floor Area Ratio variation from 1:2 to 1:35 for
construction of a 3 Story, 700 unit, Self-Storage Facility.
- V. COMMUNICATIONS**
- VI. OLD BUSINESS**
- VII. NEW BUSINESS**
- VIII. ADJOURNMENT**



Building/Zoning Departments

Memo

DATE: February 19th, 2015

TO: Tom Weidman, Chairman
Plan/Zoning Board Commissioners

FROM: Steve Skiber, Director of Building and Zoning *SS*

RE: **Plan/Zoning Board of Appeals Case #15-02 V/SU**
1414 N Rand Road, Arlington Hts IL 60004

Please be advised this application is a request for Special Use Permit and a FAR Variation from the allowable 1:2, in the B2A District, to 1:35, for the proposed construction of a 3 story, 700 unit, Self-Storage Facility. The referenced site is currently vacant and is located in the Rand Road Business Corridor District. Accordingly, the petitioner has appeared before the City Council several times to reach an agreement regarding a 1.5% fee on the rental units, to be remitted to the City, in lieu of a sales tax generating use. The proposed parking, though not specifically identified in our ordinance, is consistent with neighboring facilities and is considered low impact, due to the hours of operation, which are: Office – 8am to 5pm Mon-Fri/Unit access – 6am to 10pm daily/24 hour limited access. Engineering and storm water management will be presented at the hearing. Signage, landscape, photometrics and elevation are provided for your review and comment.

Thank you.

**City of Prospect Heights
Plan/Zoning Board of Appeals
February 26, 2015**

The regular meeting of the Plan/Zoning Board of Appeals was called to order at 7:00 pm by Chairman Weidman, at City Hall, 8 N. Elmhurst Road, in Prospect Heights, Illinois.

ROLL CALL:

Present: Commissioners Jones, Dash, Frank-Watson, Roscoe, Tammen and Chairman Weidman
Absent: Commissioners Wienold

Present at the meeting: Director of Building & Zoning Steve Skiber and Administrative Assistant Julie Malik-Mordian.

APPROVAL OF January 29, 2015 MINUTES

Motion made by Commissioner Tammen, seconded by Commissioner Dash, to approve the meeting minutes from January 29, 2015 as presented. The motion was approved by a roll call vote.

ROLL CALL VOTE:

AYES: Commissioners Jones, Dash, Tammen and Chairman Weidman
NAYS: None
ABSENT: Commissioners Wienold
ABSTAIN: Commissioners Frank-Watson and Roscoe
Motion carried.

Case No. 15-02V/SU

Applicant: John Lunn

Address: 1414 E. Rand Rd. Prospect Heights, IL 60070

Reason: Requesting a Special Use Permit and a Floor Area Ratio variation from 1:2 to 1:35 for construction of a 3 Story, 700 units, Self-Storage Facility.

Chairman Weidman entered the following exhibits into the record:

ZBA Exhibit 1: Application
ZBA Exhibit 2: Land Purchase Agreement
ZBA Exhibit 3: Business Plan
ZBA Exhibit 4: Certificate of Legal Notice Publication
ZBA Exhibit 5: Notice to property owners
ZBA Exhibit 6: Hardship Letter
ZBA Exhibit 7: Landscape Plan
ZBA Exhibit 8: Site Plan
ZBA Exhibit 9: Photometric & Lighting Plan
ZBA Exhibit 10: Signage Plan
ZBA Exhibit 11: Elevations
ZBA Exhibit 12: Pulmonary Site Engineering
ZBA Exhibit 13: Pulmonary Storm water Detention Calculations

Mr. John Lunn presented the green cards from the notices to Chairman Weidman.

Chairman Weidman swore in John Lunn 44 Hawthorne Rd. Barrington, IL 60010.

Mr. Lunn spoke regarding the plan of building a storage facility, near Rand Rd. where there is a vacant site. I approached the City and was told it was best to attend the Workshops with the City Council and start the discussions there first to see if it's something that they would allow. I attended 3 meetings which finally came up with an agreement on the site and were approved by the City Council.

Mr. Lunn explained about self-storage which started back in the 1970's and I have built my first building in 1996 which was a single storage building with non-climate control. This facility is fully climate control which is heated and Air Conditioned and has three stories. It has an entrance and a loading area with a large elevator to use, and the tenants have access with a key pad code. The office is open daily from 8-6; the tenants have a 24 hour access to the building which has secured surveillance cameras.

Mr. Skiber stated that this lot that was a vacant site for many years and had a few proposals for this property. Mr. Lunn has come to me with this proposal regarding the storage facility which would be beneficial to the City. This is a non-combustible building, where happy with the construction and fire sprinkler system.

The only deficiency is the engineering because the preliminary engineering just came in the morning. I was able to get some brief comments from our City Engineer who was out of town on a conference. Your recommendation would have to include the language such as: subject to review and engineering approval by the City Engineer because he hasn't have time to dissect it. The intent is to read the City Code and obtain an IDOT Permit, MWRD if needed and to meet all regulatory agencies to get these permits in line before getting a permit from the City.

The engineering hasn't been fully reviewed because we not had time to do it. If you look at the site plan it references the tension in the rear which is beneficial because it gives us the required set back of the rear lot line. We are pleased with this proposal. A special use permit is required and a variation for a floor area ratio and I tried to get the commissioners a brief explanation of it. What is permitted is 1.2 in the B2A district; it's simply stated that would be equal to or similar to a 2-story building at 60% of the land area of the site. Mr. Lunn is asking for is a 3-story building that it would be similar to a 2-story building at 0.675% of the lot. So incrementally the variation that Mr. Lunn is asking for is relatively small.

Commissioner Tammen stated are there going to be any curb cuts on Rand Rd.

Mr. Lunn stated currently on Rand Rd. there is a small full access entrance. On the neighbor's property there is a full access entrance. There are two full access entrances which are both small. What we agreed to do is to close both of them and put in a single access entrance that is more engineered through IDOT's approval and to make sure it's safe. IDOT will close an entrance and add a new entrance.

Chairman Weidman asked is there going to be a right-in and right-out only.

Mr. Lunn stated there are two full accesses currently, the choices are to use the current one which is too small and the other one is to close. I have discussed this with IDOT; I have verbal agreement and provide them with a plan. If you look at the lot it's going to be wider and have a lane for a left turn, a lane for a right turn and a lane that has an inbound turn so it's safer.

Commissioner Dash stated will you also be continuing the existing side walk.

Mr. Lunn stated yes that is part of the comprehensive plan.

Commissioner Tammen stated are these signs going to be lit.

Mr. Lunn stated typically internally illuminated yes.

Commissioner Jones stated can you speak about the height of the building and lighting around the perimeter of the property.

Mr. Lunn stated the height is 35ft' for the building and 35ft' across the top and internally the height in the office is 11'8"x11'8"x11'8'.

Commissioner Jones stated all roof tops have units.

Mr. Lunn stated not that developed yet. The last building I built I did involve to use, some technology where there hanging units on the ceiling. What they do is they would hang them there were 90% right on the side, which seems to be effective.

Mr. Skiber stated if we do go roof top, the units need to be screened.

Commissioner Tammen stated what kind of customers are you going to attract, are there short term or long term leases.

Mr. Lunn stated basically we don't pick our customers, though we are going to offer a service of high end products. There is no other facility like this in Prospect Heights the nearest facility is about 2 miles away. All of our customers are going to come within 3 miles away. Typically we are not going to gather customers over 3 miles away. Basically if you're going to store something we have a better product to offer than the other competition.

Mr. Skiber stated would there be any consideration, down the street we have a new business called Prospect Heights Grill by naming the building Prospect Storage.

Mr. Lunn stated no consideration; it's going to be the national brand name.

Chairman Weidman read the e-mail letter on behalf of Commissioner Wienold:

Unfortunately I have a conflict and will not be able to attend tonight's PZBA Board Meeting. My opinion below:

I would like to go on record that I am in support of the Rand Road Self Storage under variance consideration. As the site location is on a high traffic road, not in a residential area and requires a third story in order to support a necessary income stream, I understand and support the FAR variance. I also see the facility as a desirable tax base and improvement for the City of Prospect Heights.

Chairman Weidman swore in Bill Gruber 1303 Williams Way Arlington Heights, IL 60004.

Mr. Gruber stated my comment would be this looks like a nice project and that the detention is going to be in the rear which puts everything mostly in the southeast. I do like that there is going to be a screening on the unit in the back which is great for visual.

Also I wanted to know if it would be open 24-7 and would it have office staff running the place. My other concern is since there is a fence in the back, if it's similar to Aldi with a board on board and with shrubs planted.

That would be great to buffer any noise coming from the road. I think Aldi planted on the easement, which I'm not sure what happened. Typically they would plant on their side, which is encroaching on the easement it could be set back by 10ft'. My concern is the lighting, which I know the City will take care of it.

Mr. Skiber stated they already submitted a photometric which shows zero of the lot line. The LED lighting will be directed down.

Mr. Lunn stated that we may have an issue with tapping into the sewer in the back. Do we need to have a private agreement?

Mr. Skiber stated no that will be handled on a staff level, it has been televised it has been accepted by the City. There may be easements, though that is a staff level issue that would be the best scenario.

Mr. Skiber stated we didn't talk about the surveillance and security cameras. I would like to speak on behalf of the Police Department; I know this would be a consideration to see a plan review comment to require a 24 hours surveillance camera system.

Chairman Weidman stated the only piece we are missing out of this is the review of the engineering.

Mr. Skiber stated that's correct like I said previously any recommendation or motion should include the provision that this is conditioned upon complete review and approval by the City Engineer. He is familiar with it, he gave me preliminary comments. I just didn't have time to read his comments, so I will take time to review it. We will work on it diligently and I'm very confident that they will meet all the requirements for site engineering and storm water management.

Motion made by Commissioner Tammen, seconded by Commissioner Jones.

ROLL CALL VOTE:

AYES: Commissioners Tammen, Frank-Watson, Roscoe, Dash, Jones, and Chairman Weidman

NAYS: None

ABSENT: Commissioner Wienold

ABSTAIN: None

Motion carried.

COMMUNICATIONS

The next meeting will be held on 3/26/15

OLD BUSINESS

None

NEW BUSINESS

None

ADJOURNMENT

The February 26, 2015 Plan/Zoning Board of Appeals meeting was adjourned by unanimous voice vote, at 7:30pm with a motion made by Commissioner Dash and seconded by Commissioner Roscoe.

Respectfully Submitted,

Julie Malik-Mordian, Recording Secretary

Memorandum

To: Prospect Heights Mayor and City Council

From: Thomas Weidman – Chairman
Plan / Zoning Board of Appeals

Date: April 22nd 2015

Subject: Recommendation

Case No. 15-02 SU/V

Applicant: CSE Development Inc. represented by Jonathan Lunn

Property Address: 1414 N Rand Rd. Arlington Hts. IL 60004

Hearing Date: Feb 26th 2015

I. Purpose

CSE Development has negotiated a contract to purchase the vacant lot at 1414 N. Rand Rd. for construction of a 31,200 sq ft, 3 story, 700 unit, Self-Storage Facility. An application for the required Special Use Permit, in the B2A General Commercial District and a Variation request for Floor Area Ratio, from 1.2 to 1.35, was received, processed and executed accordingly, with a Public Hearing on 2/26/15.

Continued on page 2.

Page2.

II. Comments and Testimonies

Jonathan Lunn, representing CSE Development, presented an overview of the proposed project. Prior to this hearing, he attended 3 City Council Workshop sessions to inform the City Council of this project, in the Rand Road Business Corridor, and to discuss an agreement that would generate a 1.5% fee on each unit rented. The requested variation for Floor Area Ratio from 1.2 to 1.35 was discussed and equates to a 12.5% increase in FAR. Mr. Lunn also testified as to his business plan and operation which included information regarding this low impact use and a need not presently offered in close proximity to this site. Bill Gruber, on Williams Way also testified and requested screening/landscape at the rear lot line, with screening of any roof-top HVAC units.

III. Board and Staff Comments

Commissioners had general questions regarding ingress/egress, building height, parking, signage, lighting, FAR and engineering. Commissioner Wienold, although not present at the hearing, did provide his written comments of support to Chairman Weidman and they were read into the record, (please refer to the meeting minutes). The facility will be open 24/7 and a complete, 24 hour, surveillance camera network will be incorporated. The engineering plans have been submitted and are in review. Regulatory permits and full compliance is anticipated. Any motion made by Commissioners will include 'subject to engineering review'.

Continued on Page 3.

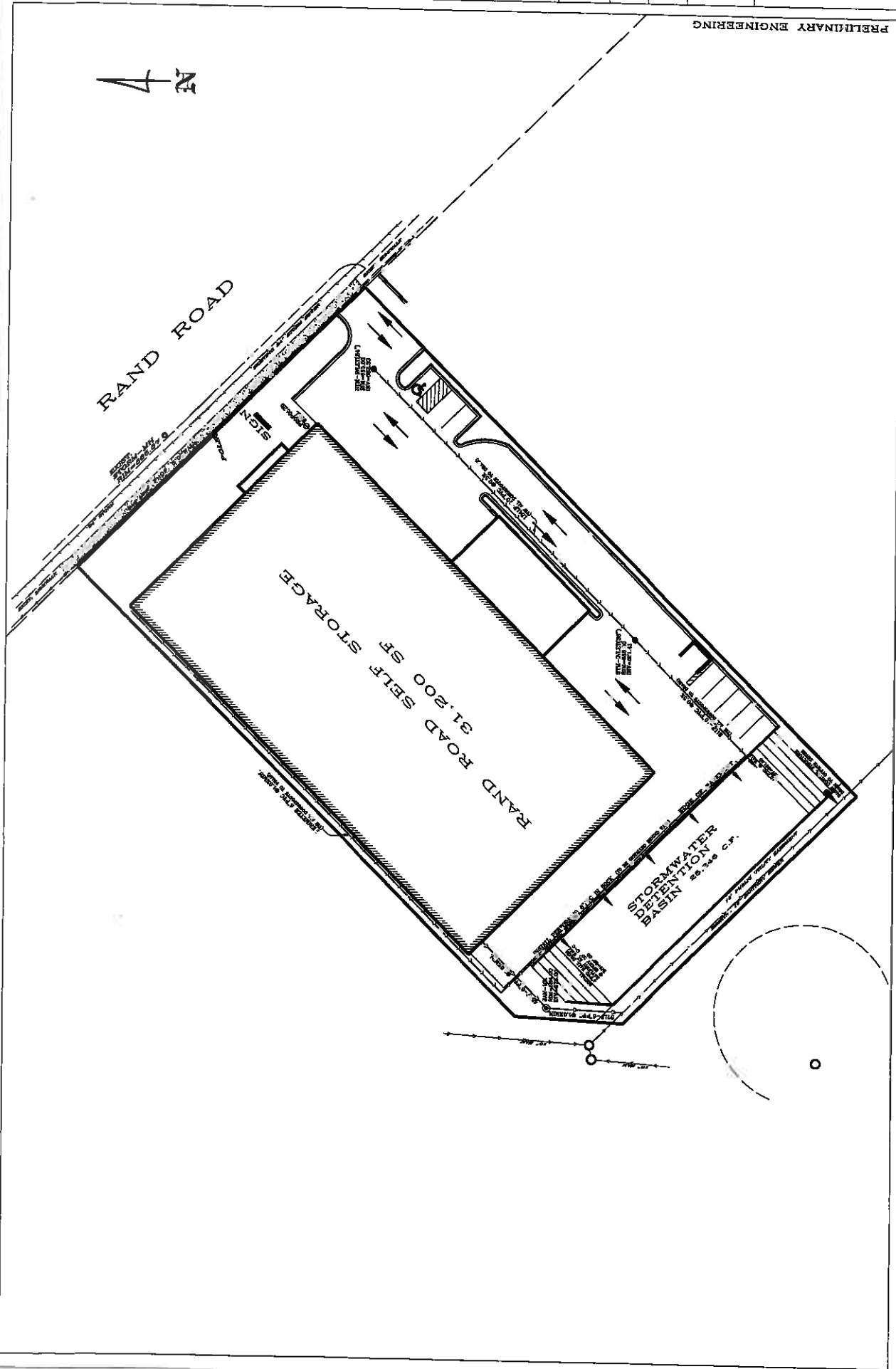
Page 3.

IV. Decisions and Findings

A motion was made by Commissioner Tammen to approve Case ZBA-15-02 SU/V. Commissioner Jones seconded the motion. The results of a roll call vote were six (6) affirmative votes, 0 no votes and 1 absentee Commissioner. The result of the vote is that there is a recommendation from this Board to approve this request to the City Council.

PRELIMINARY ENGINEERING

Sheet	Date	By	Check	Appr.	Scale	Project
3	10/1/00	J. Smith	M. Jones	K. Brown	1" = 100'	1414 N RAND ROAD, PROSPECT HEIGHTS
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(Preliminary)

Stormwater Detention Calculations

for

Rand Road Self Storage

1414 N Rand Road
Prospect Heights
Cook County, Illinois

by

County Engineers Inc.
2202 Gary Lane
Geneva, IL 60134
630.364.6976
ceillinois@aol.com



February 24, 2015

Description:

Drainage calculations and stormwater computer modeling have been performed based on TR55 hydraulic model, and in accordance with Cook County Stormwater Management.

The purpose of this report is to demonstrate the availability of detention volume in the proposed basin. Additional methods will be incorporated into the final design for runoff retention and BMP in accordance with said ordinance. Some of the methods in consideration for final design are additional volume in an aggregate (CA-7) layer under the pavement, and additional retention volume in the front yard. Both of these methods may be employed in the final design.

In TR55 Watershed Analysis:

Watershed=1.59 acres

Composite CN=94

[1.35 acres @ CN=98 (impervious) and 0.24 acres @ CN=74 (open-landscape)]

Tc=1.64 minutes

Outflow Control = 3" orifice

Detention Volume = 23,804 cu.ft. @ 3.76 feet depth

Peak Outflow Discharge = 0.45 cfs

TR55 Tc Worksheet

Hydraflow Hydrographs by Intallsolve

Hyd. No. 1

Rand Road Self Storage

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.011	0.011	0.011	
Flow length (ft)	= 100.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 3.04	0.00	0.00	
Land slope (%)	= 1.00	0.00	0.00	
Travel Time (min)	= 1.64	+	0.00	+
			0.00	= 1.64
Shallow Concentrated Flow				
Flow length (ft)	= 0.00	0.00	0.00	
Watercourse slope (%)	= 0.00	0.00	0.00	
Surface description	= Paved	Paved	Paved	
Average velocity (ft/s)	= 0.00	0.00	0.00	
Travel Time (min)	= 0.00	+	0.00	+
			0.00	= 0.00
Channel Flow				
X sectional flow area (sqft)	= 0.00	0.00	0.00	
Wetted perimeter (ft)	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.015	0.015	0.015	
Velocity (ft/s)	= 0.00	0.00	0.00	
Flow length (ft)	= 0.0	0.0	0.0	
Travel Time (min)	= 0.00	+	0.00	+
			0.00	= 0.00
Total Travel Time, Tc				
	1.64 min			

Hydrograph Plot

2

Hydraflow Hydrographs by Intellisolve

Wednesday, Feb 25 2015, 8:43 PM

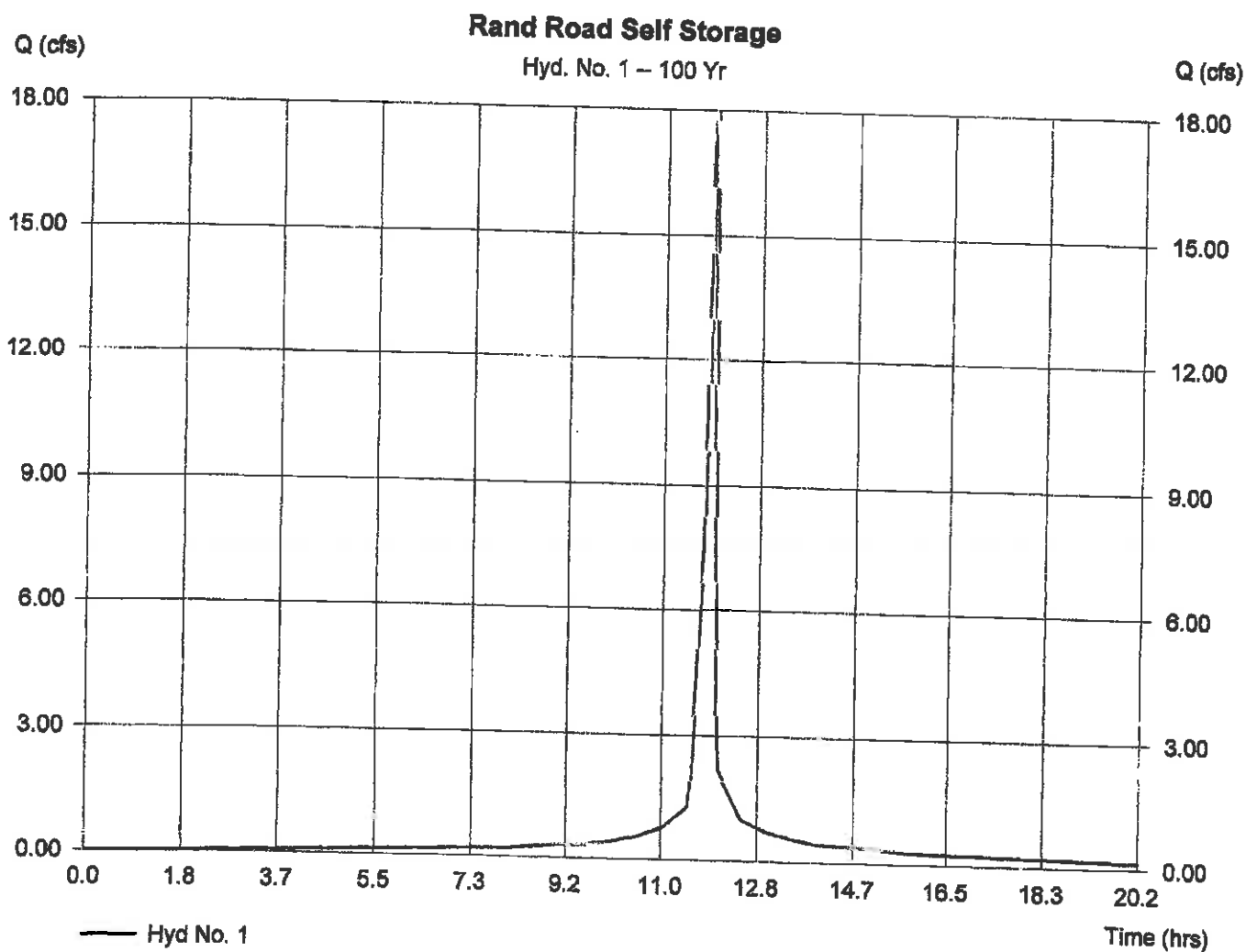
Hyd. No. 1

Rand Road Self Storage

Hydrograph type = SCS Runoff
Storm frequency = 100 yrs
Drainage area = 1.590 ac
Basin Slope = 0.0 %
Tc method = TR55
Total precip. = 7.58 in
Storm duration = 24 hrs

Peak discharge = 17.98 cfs
Time interval = 1 min
Curve number = 94
Hydraulic length = 0 ft
Time of conc. (Tc) = 1.60 min
Distribution = Type II
Shape factor = 484

Hydrograph Volume = 37,143 cuft



Hydrograph Plot

Hydraflow Hydrographs by Intelisolve

Wednesday, Feb 25 2015, 8:43 PM

Hyd. No. 2

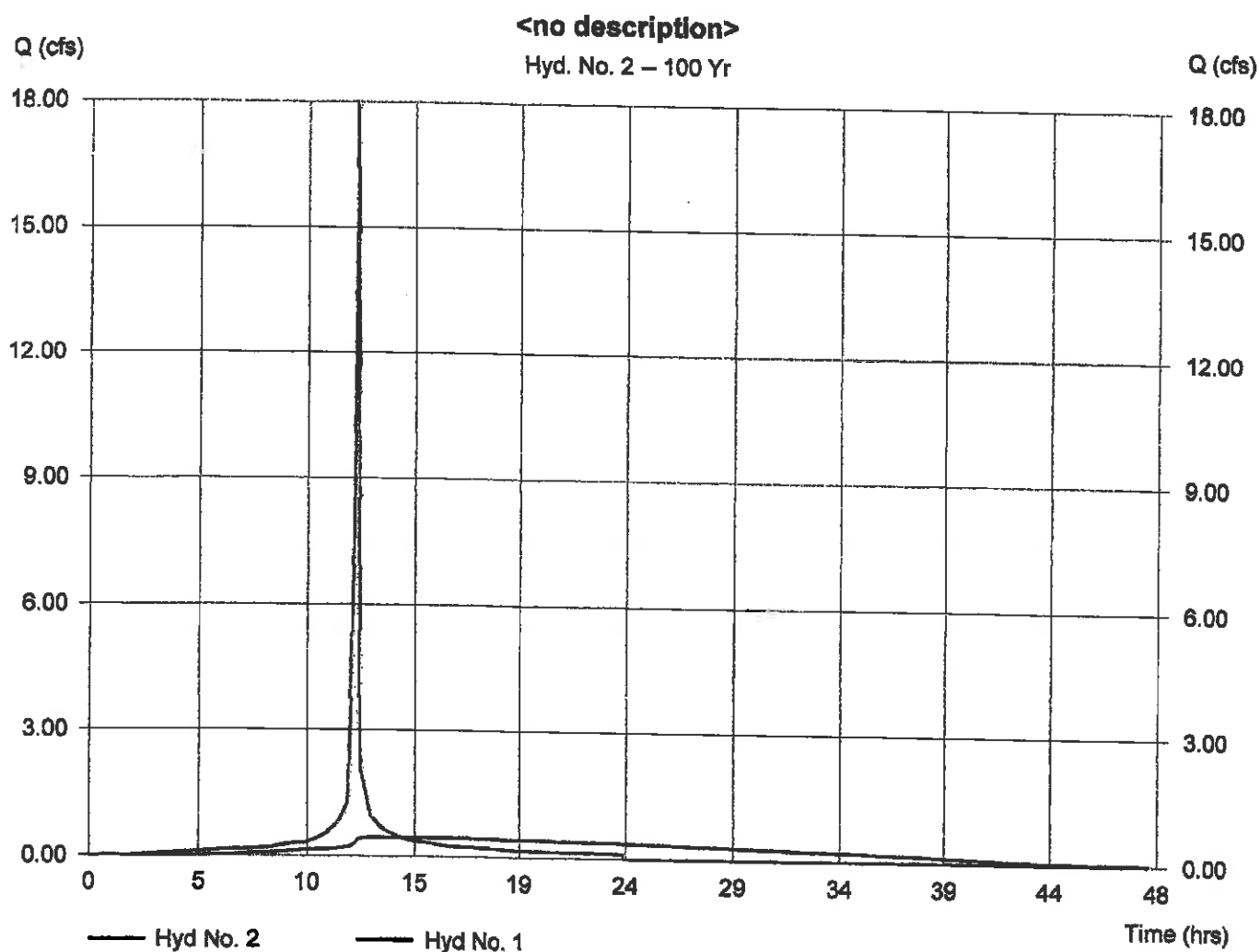
<no description>

Hydrograph type = Reservoir
 Storm frequency = 100 yrs
 Inflow hyd. No. = 1
 Reservoir name = Rand Road Self Storage

Peak discharge = 0.451 cfs
 Time interval = 1 min
 Max. Elevation = 3.76 ft
 Max. Storage = 23,804 cuft

Storage Indication method used.

Hydrograph Volume = 36,223 cuft



Pond Report

4

Hydraflow Hydrographs by Intelsolve

Wednesday, Feb 25 2015, 8:43 PM

Pond No. 1 - Rand Road Self Storage

Pond Data

Pond storage is based on known values

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	0.00	00	0	0
1.00	1.00	00	5,900	5,900
2.00	2.00	00	6,216	12,116
3.00	3.00	00	6,515	18,631
4.00	4.00	00	6,785	25,426

Culvert / Orifice Structures

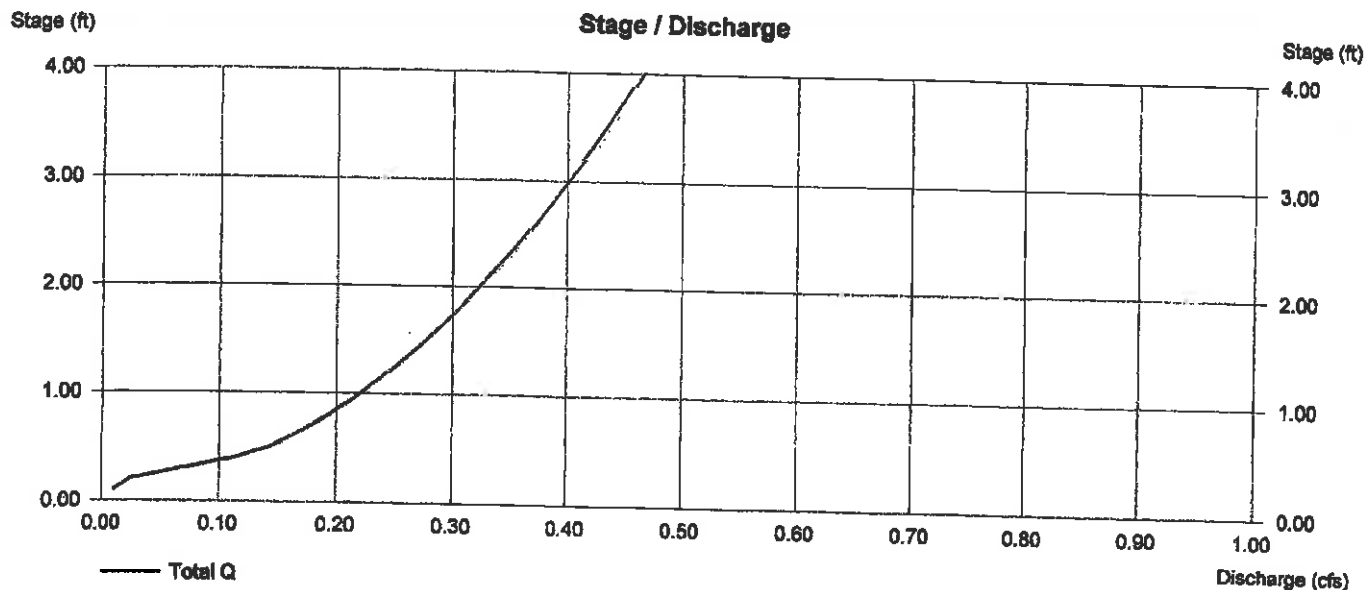
	[A]	[B]	[C]	[D]
Rise (in)	= 3.00	0.00	0.00	0.00
Span (in)	= 3.00	0.00	0.00	0.00
No. Barrels	= 1	0	0	0
Invert El. (ft)	= 0.00	0.00	0.00	0.00
Length (ft)	= 1.00	0.00	0.00	0.00
Slope (%)	= 1.00	0.00	0.00	0.00
N-Value	= .017	.000	.000	.000
Orif. Coeff.	= 0.60	0.00	0.00	0.00
Multi-Stage	= n/a	No	No	No

Weir Structures

	[A]	[B]	[C]	[D]
Crest Len (ft)	= 0.00	0.00	0.00	0.00
Crest El. (ft)	= 0.00	0.00	0.00	0.00
Weir Coeff.	= 0.00	0.00	0.00	0.00
Weir Type	= —	—	—	—
Multi-Stage	= No	No	No	No

Exfiltration = 0.000 in/hr (Wet area) Tailwater Elev. = 0.00 ft

Note: Culvert/Orifice outflows have been analyzed under inlet and outlet control.



Hydrograph Summary Report

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to peak (min)	Volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Maximum storage (cuft)	Hydrograph description
1	SCS Runoff	17.98	1	715	37,143	---	---	---	Rand Road Self Storage <no description>
2	Reservoir	0.451	1	833	36,223	1	3.76	23,804	
Rand Road Self Storage.gpw					Return Period: 100 Year			Wednesday, Feb 25 2015, 8:43 PM	



City of Prospect Heights

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

April 14, 2015

Mr. Thomas Weidman, Chairman
Plan / Zoning Board of Appeals
City of Prospect Heights
8 N. Elmhurst Road
Prospect Heights, Illinois 60070

Re: 1414 Rand Road
City Engineer Plan Review #1

Dear Mr. Weidman:

The City recently received the following documents.

- Preliminary Engineering Plan Submittal, 7 sheets, as prepared by County Engineers Inc. with a most recent revision date of March 30, 2015
- Preliminary Storm Water Detention Calculations, prepared by County Engineers Inc., dated February 24, 2015

I have the following comments relative to these documents:

Engineering Plans:

1. The petitioner must apply for and show proof of permit issuance from the Old Town Sanitary Sewer District.
2. The petitioner must apply for and show proof of permit issuance from the Metropolitan Water Reclamation District (MWRD). Please forward MWRD permit applications to the City for review and signatures as required.
3. The petitioner must apply for and show proof of permit issuance from IEPA – NPDES for all erosion control measures.
4. The petitioner must apply for and show proof of permit issuance from the Illinois Department of Transportation (IDOT).
5. Approvals as required by Illinois Department of Public Health and/or other agencies shall be secured for the water well.
6. The petitioner shall secure an easement for the storm sewer installation on Williams Way. It is my understanding that this roadway is privately owned by Dover Development.
7. The storm sewer on Williams Way is owned by the City, however the petitioner is responsible for reviewing all possible recapture agreements related to this storm sewer installation. The petitioner is responsible to pay all recapture fees are required.
8. All other permits required for the project shall be secured by the petitioner and copies of issued permits shall be forwarded to the City.
9. A plat of survey signed and sealed by a licensed Illinois surveyor shall be submitted prior to next City review. This document shall be current within one year.

10. A site lighting and photometric plan shall be submitted prior to the next City review.
11. The Fire and Police Departments shall review plan for geometry, access, security and other issues under their purview.
12. Plan sheet #1 – Change Village to City at all locations.
13. Plan sheet #2 – Add the sizes of storm sewer and size of storm sewer structures on Williams Way.
14. Sheet #3 – The setback along the east property line needs to be at least 5' to the back of curb. This needs to be confirmed by the Building Commissioner.
15. Sheet #3 – Is there enough parking on site for users of the facilities? Please submit a parking plan / usage plan.
16. Sheet #3 – Are there any locked gates or security gates to restrict vehicular access?
17. Sheet #3 – I believe that the addition of a sidewalk from the Rand Road sidewalk to the front door would be helpful.
18. Sheet #3 – IDOT will need to review/approve the access location and geometry. I have concerns with onsite stacking of exiting cars and how that might affect cars trying to enter the site and possibly back up on Rand Road.
19. Sheet #3 – A plat of easement for access between the two properties needs to be done for the shared access driveway.
20. Sheet #3 – How will cars turn around when the drive to the rear and the south west corner of the property?
21. Sheet #3 – How will cars be able to access and leave from the parking space at the end of the parking aisle, immediately to the north of the detention basin?
22. Sheet #4 – Provide a cross section through the detention pond, including the building edge and to Williams Way.
23. Sheet #4 – Provide a cross section for a point along the east property line.
24. Sheet #4 – How is the offsite drainage from the property to the north being handled? I have concerns that water will flow towards the new building foundation and be trapped.
25. Sheet #4 – Show the property lines.
26. Sheet #4 – Add more proposed spot grades to the plan, especially at the main driveway.
27. Sheet #4 – Add a swale along the east property line.
28. Sheet #4 – Is a fence or some other protective/safety measure needed around the south side of the detention pond?
29. Sheet #5 – Show property lines.
30. Sheet #5 – Show silt fence and inlet baskets locations. A soil erosion and sediment control (SESC) plan showing the proposed SESC measures shall be created.
31. Sheet #5 – Will the fire department require any fire hydrants and/or siamese building connections or the like? Please confirm with them.
32. Sheet #5 – Call out sanitary sewer service invert at the building face.
33. Sheet #5 – Call out the storm sewer connection invert at Williams Way.
34. Sheet #5 – A 10" sanitary sewer currently exists just to the south of the new retaining wall for the detention basin. I have concerns for the long term maintenance of this sanitary sewer. Can the retaining wall be moved further north? Can the sanitary sewer be re-installed further to the south?
35. Sheet #7 – Change Village to City in multiple locations.
36. Sheet #7 – Add MWRD standard notes.
37. Sheet #8 – The outlet control structure does not have correct site information. Invert, pipe size, rubber boots (per MWRD), etc. Revise accordingly.
38. Sheet #8 – The pavement detail shall be revised to 2" HMA surface, 3" HMA binder over 10" CA-6 stone (or equivalent structural number if desired by owner).

Storm Water Report & Wetland Comments:

39. Please enhance the stormwater narrative to include the following:
 40. Required detention volume
 41. Required volume control volume
 42. Allowable release rate
43. What is the high water elevation of the detention basin?
44. Hydrologic model should use the appropriate Huff rainfall distributions instead of SCS Type II.
45. An emergency overflow at the basin shall be designed.
46. Overflow design calculations shall be submitted for next review.
47. Storm sewer design calculations shall be submitted for next review.

Please submit revised engineering drawings including a written disposition of the above comments. We will continue to review these engineering plans in more detail, however the comments listed above are the suggested major changes. Any approvals should be contingent on the City final review and approval of the engineering plans.

Overall, the plans and reports that I reviewed have been designed in accordance with generally accepted engineering standards. I do not have any serious concerns regarding this development based on my review of the documents. I feel that all of my comments can readily be addressed by the petitioner in future submittals.

If you have any other questions or need additional information, please feel free to contact me.

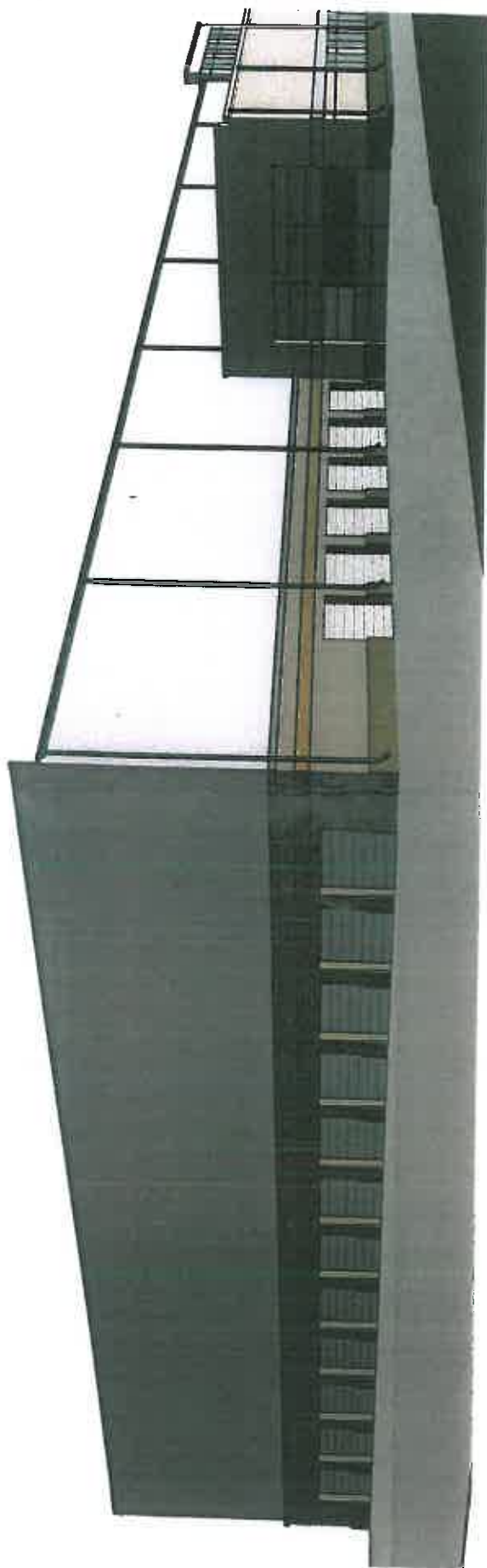
Sincerely,
City of Prospect Heights

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

Steven D. Berez, P.E.
City Engineer

cc: Steve Skiber, Director of Building & Zoning





PROJECT:

CSE DEVELOPMENT

1414 N. Rand Road
Prospect Heights, IL

CUSTOMER APPROVAL:
DATE

AUTHORIZED SIGNATURE

REPRESENTATIVE

DRAWN BY Mike Maloney

DATE Bill Marlow

SCALE 2.0915

SHEET NO. 3/8" = 1'

WORK ORDER 1 of 3

FILE NAME 72735

CSE72735

REVISIONS:

1 2.18.15 - Change Brick to Block

2

3

4

5

6

7

8

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



PROJECT:

CSE DEVELOPMENT

1414 N. Rand Road
Prospect Heights, IL

CUSTOMER APPROVAL:

DATE

AUTHORIZED SIGNATURE

REPRESENTATIVE

Mike Maloney

DRAWN BY

Bill Marlow

DATE

2.09.15

SCALE

3/4" = 1'

SHEET NO.

3 of 3

WORK ORDER

72735

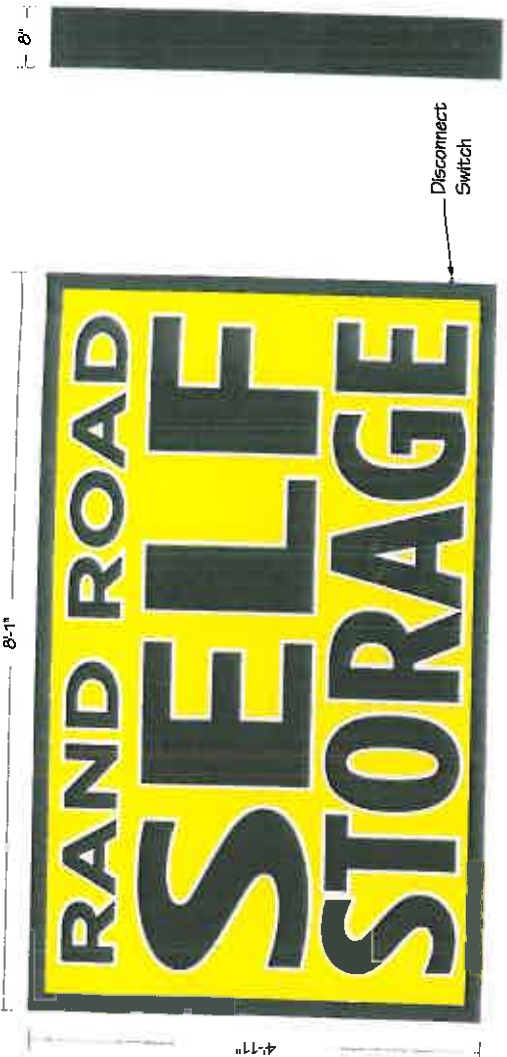
FILE NAME

CSE72735

REVISIONS:

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This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



(1) 4'-11" x 8'-1" x 8" Single Face Illuminated Wall Sign
Cabinet: Fabricated Aluminum Painted Black - Satin Finish
Face: White Polycarbonate
Graphics: 3M 3630-015 Yellow Translucent Background
- 3M 7725-12 Black Vinyl Copy w/ White Outline
Illumination: Fluorescent Lamps and Electronic Ballasts
Power: (1) 20Amp @ 120Volts Electrical Circuit Run to Site by Others
Mounting: Flush to Wall

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	Description	PTSpdLr	PTSpdTb	Meter Type
CalcPts Area	ILLUMINANCE	Fc	0.33	7.2	0.0	N.A.	N.A.		10	10	Horizontal
StatArea Parking	ILLUMINANCE	Fc	1.49	7.2	0.1	14.90	72.00	Readings taken at 0'-0" AFG			

Luminaire Schedule

Symbol	Qty	Label	Arrangement	Lum. Lumens	LLF	Description	Lum. Watts	Total Watts	Filename
4	A	SINGLE	SINGLE	4387	1.000	WPLED2T50N	51.8	207.2	WPLED2T50N - Neutral - ITL80291.IES
5	B	SINGLE	SINGLE	4586	1.000	WPLED4T50N	52	260	WPLED4T50N - Neutral - ITL80303.IES

Expanded Luminaire Location Summary

LumiNo	Label	X	Y	MTG HT	Orient	Tilt
1	B	195.037	121.177	15	270	0
2	B	248.641	121.177	15	270	0
3	B	302.163	121.177	15	270	0
4	B	357.822	121.177	15	270	0
5	A	124.964	149.174	15	180	0
6	A	124.964	196.505	15	180	0
7	B	141.012	121.177	15	270	0
8	A	369.08	149.174	15	0	0
9	A	369.08	196.505	15	0	0

Total Quantity: 9



WPLED2T50N : A

WPLED4T50N : B

NOTES:

- The light loss factor (LLF) is a product of many variables, only lamp lumen depreciation (LLD) has been applied to the calculated results unless otherwise noted. The LLF is the result (quotient) of mean lumens / initial lumens per lamp manufacturer's specifications.
- Illumination values shown (in footcandles) are the predicted results for planes of calculation either horizontal, vertical or inclined as designated in the calculation summary. Meter orientation is normal to the plane of calculation.
- The calculated results of this lighting simulation represent an anticipated prediction of system performance. Actual measured results may vary from the anticipated performance and are subject to means and methods which are beyond the control of RAB Lighting Inc.
- Mounting height determination is job site specific, our lighting simulations assume a mounting height (insertion point of the luminaires symbol) to be taken at the top of the symbol for ceiling mounted luminaires and at the bottom of the symbol for all other luminaire mounting configurations.
- RAB Lighting Inc. luminaires and product designs are protected under U.S. and International intellectual property laws. Patents issued or pending apply.

RAB
LIGHTING
170 Ludlow Avenue, Northvale, NJ 07647
800 722-1000 • RABWEB.COM

Prepared For:
Agents Midwest
775 Miller Drive
Wood Dale, IL 60191

Job Name:
Rand Road Self Storage
Cook, IL
Lighting Layout
Version A

Scale: N.T.S

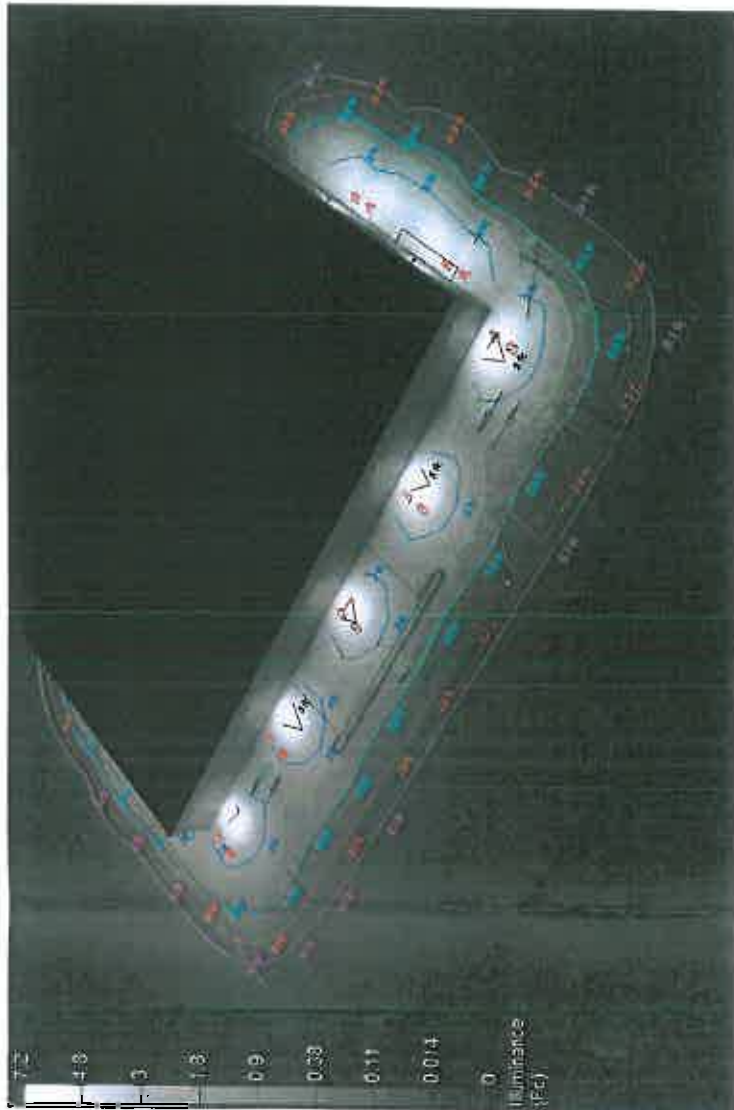
Date: 2/13/2015

Filename: Rand Road Self Storage Layout 021315A

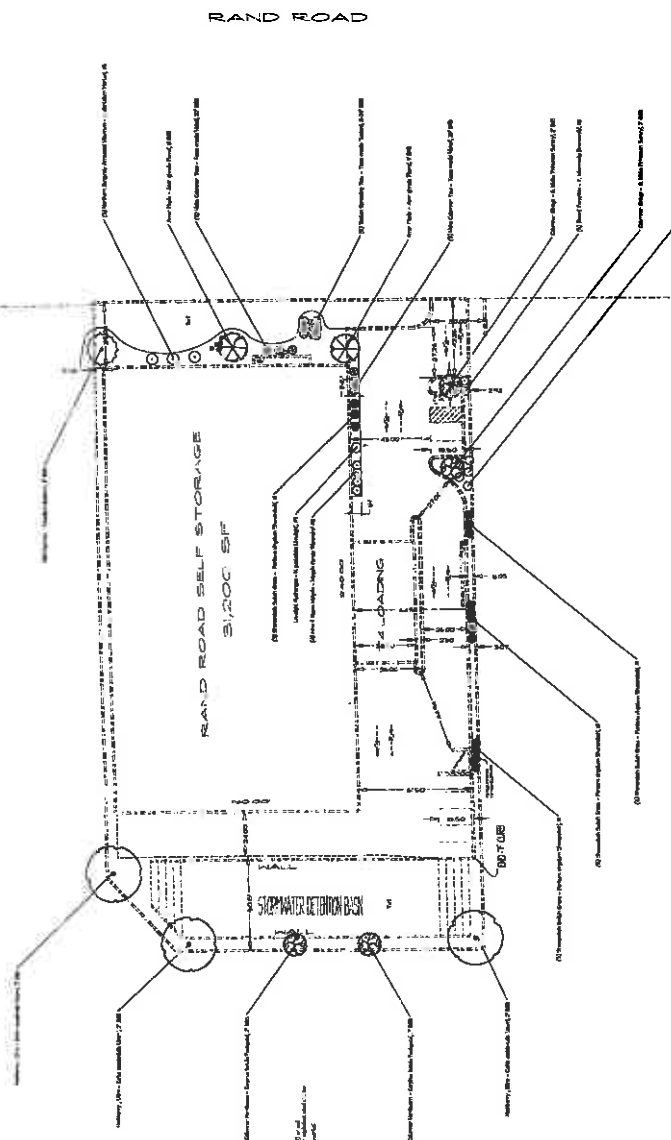
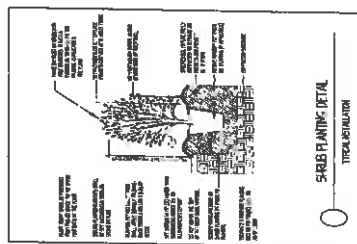
Drawn By: E. Lechner

Lighting Design Disclaimer

This Lighting Analysis, Layout, Energy Analysis, and/or Visual Simulation (Lighting Design) provided by RAB Lighting Inc. ("RAB") represents an anticipated prediction of lighting system performance based upon design data supplied by others. It is not a guarantee of performance. RAB Lighting Inc. and its affiliates, agents, licensors, suppliers, etc., disclaim all liability for damages, claims, costs, expenses, and losses of any kind, including reasonable attorneys' fees, arising out of or in connection with the use of the Lighting Design, whether or not such damages, claims, costs, expenses, and losses were foreseeable or preventable. RAB Lighting Inc. and its affiliates, agents, licensors, suppliers, etc., warrant only that the Lighting Design was prepared in accordance with the industry standard of care for a Lighting Designer as of the date the Lighting Design was prepared. RAB Lighting Inc. and its affiliates, agents, licensors, suppliers, etc., do not warrant the construction or the construction schedule for the Lighting Design.



2014
Simple & easy to use
Basic microscope
Simply Scan™
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Basile Landscape
247 E. Goebel Dr.
Lombard, IL 60148-7777
630-220-1344
Ron@BasileLandscapes.com
<http://www.BasileLandscapes.com>
www.asiiclandscapesulagapspot.com

C

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT AND A VARIATION TO
ALLOW FOR CONSTRUCTION OF A 700 UNIT 3 STORY SELF STORAGE
FACILITY AT 1414 NORTH RAND ROAD**

WHEREAS, the Zoning Ordinance requires a Special Use Permit to allow for construction of a Self-Storage Facility in the B2A Commercial Zoning District; and

WHEREAS, the Zoning Ordinance prescribes an allowable Floor Area Ratio (FAR) of 1.2; and

WHEREAS, Jonathan Lunn, CSE Development Inc. ("Petitioner"), has filed an application for a Special Use Permit and a floor area ratio ("F.A.R.") Variation from 1.2 to 1.35 at 1414 North Rand Road Arlington Heights, Illinois 60004 (the "Property"); and

WHEREAS, the Plan Zoning Board of Appeals (PZB) held a public hearing on February 26, 2015, regarding said application; and

WHEREAS, the PZB has found the application meets the standards for a special use and FAR variation and has recommended that the City Council grant such relief; and

WHEREAS, the Property, though having an Arlington Heights postal address, is located in the City of Prospect Heights and is also located within the Rand Corridor Business District;

WHEREAS, the Petitioner and the City have expressed a desire to enter into a certain development agreement as authorized by the Rand Corridor Business District Plan; and

WHEREAS, the City Council has reviewed the documents pertinent to the application and the report and recommendation of the PZB, concurs with the findings of the PZB and finds that the standards for the special use and a variation have been met;

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

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

SECTION TWO. That a Special Use Permit is hereby granted for a 700 unit, 3 story Self-Storage Facility on the Property and shall run with the use and not with the land.

SECTION THREE. That a F.A.R. Variation from 1.2 to 1.35 is hereby granted for a 700 unit Self-Storage Facility on the Property and shall run with the use not with the land.

SECTION FOUR. The above special use and variation are granted on the following conditions:

- A. Petitioner, its successors and assigns shall enter into a Development Agreement with the City and that the applicant, its successors and assigns shall comply at all times with the Rand Corridor Business District Plan and the development Agreement.
- B. Petitioner, its successors and assigns shall conform with all applicable laws and ordinances of the City.
- C. The special use shall not run with the land, but shall instead run only for as long as the storage use is continuously operated.

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

PASSED and APPROVED this 27th day of April, 2015.

ATTEST:

Nicholas J. Helmer, Mayor

City Clerk

AYES:

NAYS:

ABSENT:

Published in pamphlet form: April 27th 2015

Effective Date: May 7th 2015

D

ORDINANCE NO. _____

A ORDINANCE APPROVING A DEVELOPMENT AGREEMENT FOR 1414 RAND ROAD PURSUANT TO THE RAND CORRIDOR BUSINESS DISTRICT PLAN

WHEREAS, the Business District Development and Redevelopment Act, 65 ILCS 5/11 - 74.3-1, et seq. (hereinafter "Act"), authorizes Illinois municipalities to designate an area within the municipality as a Business District.

WHEREAS, on April 3, 2006, the City approved ordinance O-06-11, an Ordinance Creating The Rand Road Corridor Business District and Adopting a Business District Redevelopment Plan. The Rand Road Corridor Business District is referred to as the "District" or the "Business District".

WHEREAS, the Rand Road Corridor Business District was established with the adoption of the Business District Plan (the "Plan") following public hearings held by the corporate authorities of the City.

WHEREAS, pursuant to the Act and the Plan, the City has certain broad authority including the authority:

- 1) To approve all development and redevelopment proposals within the District;
- 2) To enter into contracts with any public or private agency or person; and

WHEREAS, Developer Jonathon Lunn ("Developer") has proposed the construction of a self storage facility ("Development") at the real property commonly known as 1414 Rand Road, Prospect Heights, Illinois ("Property");

WHEREAS, the City and the Developer have agreed on certain terms and conditions of the City's approval of the Development under the Plan. Those terms and conditions are

contained in the attached Development Agreement for 1414 Rand Road Pursuant to the Rand Corridor Business District Plan ("Agreement"). The Agreement is attached as Exhibit A and incorporated into this ordinance.

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

SECTION 1: That the above recitals are incorporated in this ordinance as if set forth verbatim.

SECTION 2: That the Development Agreement for 1414 Rand Road Pursuant to the Rand Corridor Business District Plan, attached as Exhibit A hereto is hereby approved.

SECTION 3: The approval of the Agreement and the approval of the Development as set forth in the Agreement constitute the approval of the Development only as required in the Business District Plan and shall not be construed as the necessary approvals pursuant to the City's zoning and building codes.

SECTION 4: That prior to execution of same, the Mayor is authorized to make changes to the Agreement which do not materially change the obligations of the City thereunder and the City Attorney shall approve the form of the Agreement prior to the Mayor's execution of it.

[BLANK TO BOTTOM OF PAGE]

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

AYES:

NAYS:

ABSENT:

PASSED this _____ day of _____, 2015.

APPROVED this _____ day of _____, 2105.

ATTEST:

Nicholas J. Helmer, Mayor

City Clerk

Published in pamphlet form _____, 2015.

EXHIBIT A

Development Agreement for 1414 Rand Road Pursuant to the Rand Corridor Business District Plan

E

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Rand Corridor Business District Plan**

THIS AGREEMENT ("Agreement") is between the City of Prospect Heights, Cook County, Illinois, a municipal corporation (hereinafter referred to as the "City") and _____, an _____ (hereinafter referred to as the "Developer") and is dated this _____ day of _____, 2015.

WITNESSETH:

IN CONSIDERATION of the Preliminary Statements, the mutual covenants herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

I. PRELIMINARY STATEMENTS

Among the matters of mutual inducement which have resulted in this Agreement are the following:

- A. The Business District Development and Redevelopment Act, 65 ILCS 5/11 - 74.3-1, et seq. (hereinafter "**Act**"), authorizes Illinois municipalities to designate an area within the municipality as a Business District.
- B. On April 3, 2006, the City approved ordinance O-06-11, an Ordinance Creating The Rand Road Corridor Business District and Adopting a Business District Redevelopment Plan. The Rand Road Corridor Business District is referred to as the "**District**" or the "**Business District**".
- C. The Rand Road Corridor Business District was established with the adoption of the Business District Plan (the "**Plan**") following public hearings held by the corporate authorities of the City.
- D. Pursuant to the Act and the Plan, the City has certain broad authority including the authority:
 - 1) To approve all development and redevelopment proposals within the District;
 - 2) To enter into contracts with any public or private agency or person.

E. In Section VIII of the Plan, the City Council found, among other things that:

"The City's exercise of the powers provided in the Act is dedicated to the promotion of the public interest and to the enhancement of the tax base of the City and the City's use of its powers for the development and redevelopment of the District as provided in this Plan is declared to be a public use essential to the public interest of the residents of the City of Prospect Heights, Illinois," (Plan at VIII.D), and

"This Plan shall be interpreted so as to allow the City to exercise all powers set forth in the Act and nothing in this Plan shall be deemed to limit any power of the City," (Plan at VIII.E)

- F. The Developer desires to redevelop the property commonly known as 1414 Rand Road and legally described on Exhibit A (the "Property"). Developer has proposed a redevelopment project on the Property (the "Development"). The Development is described on Exhibit B
- G. The Plan provides certain enumerated objectives for the Business District. Among those objectives, the Development substantially meets the following:
 - Preserving and creating an environment within the Business District which will promote the economic and social welfare of the City, including providing opportunities for new commercial growth and for retention of existing commercial activities;
 - Promoting the public interest and enhancement of the City's tax base through the exercise of powers provided for under the Act;
 - Enhancing the City's economic well-being through the creation of commercial uses within the Business District by encouraging private investment and reinvestment, using public financing vehicles if necessary, in order to increase business activity, to attract sound and stable commercial growth, to create job opportunities and to enhance and diversify the tax base;
- H. The Plan provides certain enumerated plan components for the Business District. Among those plan components, the Development substantially contains the following components:
 - Interior traffic circulation. Establishment, where appropriate, of an interior circulation system which would decrease the number of required curb cuts, thereby improving traffic flow and safety.

- **Utilities.** Installation of new curbs and replacement of overhead utility lines with underground utility lines, to be accomplished as necessary.
 - **Land use compatibility.** Replacement of older structures with well-planned retail facilities employing a high standard of architectural design and building materials.
 - **Landscaping and Beautification.** Addition of shrubs, new trees, flower beds and other landscaping on public rights-of-way.
 - **Rand Corridor Business District visibility.** Enhancement of visibility and appearance of the area.
- I. The Developer Acknowledges and agrees that the Plan is focused primarily on commercial retail development and in enforcing the Plan, the City has typically approved sales tax generating development projects in the District. The Developer further acknowledges that the City is not obligated to approve the Development without this Agreement.
- J. The Developer further acknowledges that the enforcement of the objectives of the Plan in the Business District require the expenditure of city resources in the form of plan review, development meetings, code enforcement for all property in the district and the maintenance of public property and public ways, which costs are offset by the City's share of sales taxes generated in the District.
- K. The Developer in order to offset the city's costs described above has offered as a condition of this Agreement and the approval of the Development to pay a development fee to the City.
- L. The City acknowledges that notwithstanding the Development's service oriented land use, that it does substantially meet many of the objectives of the Plan and that the payment of the development fee will offset the city's costs described above.
- M. The Developer Agrees to construct and operate the Development in accord with this Agreement and all necessary zoning approvals.
- N. The City agrees to approve the Development pursuant to the Plan provided the Development receives all necessary Zoning Approvals.
- O. The parties agree that this Agreement and the approval of the Development contained in it is conditioned upon the Development receiving all necessary zoning approvals and that this Agreement does not include the grant of zoning approvals.

II. UNDERTAKINGS ON THE PART OF DEVELOPER

- A. Developer shall construct a self storage facility on the Property substantially as described on Exhibit B.
- B. Developer shall pay a Business District Development Fee (the "Fee") for the life of the development. The Fee shall be an amount equal to 1.5% of developer's gross storage fees per month. The Fee shall be due by the 30th of the month following the month incurred. Developer shall submit the payment and a report to the City Administrator detailing its gross storage fees and the calculation of the Fee.
- C. Developer agrees that the Business District Development Fee is necessary to offset the City's costs in the implementation of the Plan and the maintenance of public property and public ways in the District.
- D. Developer agrees that it shall maintain its records related to the Development and that developer and its successor shall maintain said books and records for the term of this Agreement and shall make said books and records available to the City upon reasonable notice from the City so that the City may verify compliance with this Agreement.
- E. The City and Developer shall each use reasonable efforts to timely satisfy the above conditions, but if such conditions are not so satisfied or waived by the City, then the City may terminate this Agreement by giving written notice thereof to the other party. In the event of such termination, this Agreement shall be deemed null and void and of no force or effect and the approval of the Development shall be deemed rescinded. In the event such approval is rescinded, Developer, its successors and assigns shall immediately cease operation of the Development.

III. UNDERTAKINGS ON THE PART OF THE CITY

Except as noted below, upon complete satisfaction of all conditions itemized in Section II above, the City shall undertake the following:

- A. The City hereby approves the Development for purposes of the Plan and conditioned upon Developer's receipt of all necessary approvals not expressly set forth in this Agreement.
- B. The City will assist Developer in securing and obtaining, in an expeditious manner, all governmental approvals, consents, permits, licenses and authorizations reasonably necessary or required for the Development. Developer, however, shall remain primarily responsible for securing all of its necessary approvals, consents, permits, licenses and authorizations.

- C. The City shall issue, where appropriate, and will reasonably assist Developer to obtain, such building permits, driveway permits, curb cut permits, licenses and other permits as Developer may require to cause the construction of the Development, provided the Development complies with the applicable ordinances of the City and other governmental bodies having jurisdiction. Developer, however, shall be primarily responsible for obtaining said permits and approvals.

IV. REPRESENTATIONS AND WARRANTIES OF DEVELOPER

- A. Developer hereby represents and warrants that it is an Illinois _____ company in good standing with proper authority to enter into and execute this Agreement.
- B. Developer hereby represents and warrants that the Development shall be constructed and fully completed in a good and workmanlike manner in accordance with the approved final redevelopment plans and all plans and specifications pertaining thereto including any amendments, as approved by the City.
- C. Developer hereby represents and warrants that at all times it shall comply with all local zoning ordinances and regulations, building codes, fire codes and all other applicable City ordinances, resolutions and regulations applicable to the construction, operation and maintenance of the Development.

V. ADDITIONAL COVENANTS, UNDERTAKINGS AND AGREEMENTS OF THE PARTIES

- A. This Agreement incorporates all agreements and understandings of the parties hereto as of the date of its execution, concerning the Development. Each party acknowledges that no representations or warranties have been made which have not been set forth herein.
- B. Time is of the essence in the performance of this Agreement.
- C. For the purposes of any of the provisions of this Agreement, neither the City, Developer nor any of their respective successors and assigns, as the case may be, shall be considered in breach of, or default in, its obligations under this Agreement in the event of any delay caused by acts of God, acts of public enemy, acts of Federal or State government, fires, floods, epidemics, quarantine or restriction, strike, shortage of materials, embargoes, and delays due to weather conditions or delays of construction contractors and subcontractors due to such causes; nor shall the City or Developer be considered in breach of or default in its obligations under this Agreement in the event of any delay resulting from the conduct of any judicial, administrative or legislative proceedings, or caused by

litigation or proceedings challenging the authority or right of the City to act under the Act or the Plan or to otherwise perform under this Agreement.

- D. Developer recognizes and agrees that the City has sole discretion with regard to all approvals and permits relating to the Development, including but not limited to approval of the final development plan, excavation permits, grading permits, building permits and occupancy permits, and failure on the part of the City to grant or issue any required permit shall not be deemed as the cause of a default by Developer under this Agreement or give rise to any claim against or liability to the City pursuant to this Agreement. The City agrees, however, that such approvals and permits shall not be unreasonably withheld.
- E. All notices and requests if any, required pursuant to this Agreement shall be sent by certified mail return receipt requested, or by personal service, addressed as follows:

If to Developer:

With copy to:

If to the City:

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

With copy to:

Michael F. Zimmermann
Tressler LLP
233 S. Wacker Drive
Suite 2200
Chicago, IL 60606

- F. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.
- G. Developer shall not assign this agreement to any person or entity without the prior written consent of the City, which consent shall not be unreasonably withheld, provided, however, at the time of such assignment, there is no default under this Agreement by Developer.

- H. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, then the entire agreement shall be deemed invalid and the approval contained herein shall be of no force or effect.
- I. No liability, right or claim at law or in equity shall attach to or shall be incurred by the City's officers, agents and/or employees in regard to this Agreement, with all and any such rights or claims of Developer against the City's officers, agents and/or employees being hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City.
- J. Developer hereby covenants and agrees to promptly pay or cause to be paid, as the same becomes due, the Fee and any and all taxes and governmental charges of any kind that may at any time be lawfully assessed against the Developer Parcel or the Development.
- K. This Agreement shall be binding upon the parties hereto and their respective grantees, assignees, heirs, successors, administrators. Permitted assigns or other successors in interest.
- L. The parties shall record a certified (by the City Clerk) copy of this Agreement in the office of the Recorder of Deeds of Cook County, Illinois, and upon recordation thereof, the covenants and conditions of the parties hereto shall be binding upon their successors in title and shall be deemed covenants which shall run with the land until the termination of this Agreement. The costs herein shall be borne by the Developer.

VI. DEFAULTS AND REMEDIES

- A. In the event of any non-monetary default and/or breach of this Agreement or any terms or conditions by either party hereto or bound by this Agreement, such party shall upon written notice proceed promptly to cure or remedy such default or breach within sixty (60) days after receipt of such notice; provided, however, that in the event such default is incapable of being cured within said sixty (60) day period and the defaulting party commences to cure within said sixty (60) day period and proceeds to cure with due diligence, such party shall not be deemed to be in default under this Agreement.
- B. If Developer has violated any City Code provisions that impact public health, safety and welfare, the Developer shall immediately commence curing said violation and shall complete said cure in a prompt manner, not to exceed the time for correction required by the applicable City Code, and the City may proceed with such remedies as set forth in the applicable Codes.

- C. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within the above time, or in the event of a monetary default (time being of the essence with respect to the payment of any sums required hereunder), the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.
- D. The rights of the parties to this Agreement, whether provided by law or this Agreement, shall be cumulative and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it of any one or more of such remedies in relation to the same default or breach by the other party.
- E. No waiver made by either party with respect to any specific default by the other party under this Agreement shall be construed as a waiver of rights with respect to any other default by the defaulting party under this Agreement or with respect to the particular default, except to the extent specifically waived in writing.
- F. Notwithstanding anything contained herein to the contrary, all monetary damages resulting from a breach of this Agreement shall be limited to the non-defaulting party's actual out-of-pocket costs and expenses resulting from such breach along with all costs and expenses. However, in the event of Developer's failure to timely pay the Fee, the remedy shall include all amounts owed plus statutory interest.
- G. In the event of any litigation between the parties hereto resulting from a breach of this Agreement, the prevailing party in such litigation, as determined by final judgment, shall be entitled to an award of its attorneys' fees and costs incurred in such litigation.

VII. AGREEMENT TERM

The term of this Agreement shall commence as of the date of its execution after approval by the Corporate Authorities of the City and expire only upon the mutual agreement of the Parties or the permanent cessation of the operation of the Development.

CITY OF PROSPECT HEIGHTS,
a municipal corporation

By: _____
Nicholas J. Helmer, Mayor

ATTEST:

City Clerk

DEVELOPER

By: _____

STATE OF ILLINOIS)

)SS

COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
HEREBY CERTIFY that the above-named _____, personally known to
me to be the _____, and also known to me to be the same
persons whose names are subscribed to the foregoing instrument as such Managers, appeared
before me this day in person and acknowledged that as such _____ they
signed and delivered the said instrument, pursuant to authority given by said Company, as their
free and voluntary act, and as the free and voluntary act and deed of said Company, for the
uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this ____ day of _____, 2013.

Notary Public

My Commission Expires: _____

EXHIBIT A
(Legal Description of the Property)

EXHIBIT B
(Description of the Development)



City of Prospect Heights

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

April 9, 2015

Mr. William Balling, Interim City Administrator
City of Prospect Heights
8 N. Elmhurst Road
Prospect Heights, IL 60070

Re: Quincy Park Condominium Association -West Property Line Drainage -- SSA#5
Bid Recommendation & Bid Tabulation

Dear Mr. Balling:

The City received two bids for this project on March 3rd at 10 am. The project was designed by Quincy Park's engineer, Ament Design, and was publically bid by the City as SSA#5 funding was being proposed to be used for the construction costs. The bid notice was published in the local paper and ten contractors were personally notified by Ament Design and me regarding the project. There were six plan holders for the project. The project included one project alternate. The engineer's opinion of probable cost, as prepared by Ament Design, was \$72,783.

Summary of two bids received on March 3rd:

- LiFco Construction \$108,970 for modular linear trench drain alternate & \$114,730 for cast-in place concrete trench
- Continental Const. Co. \$203,420 for modular linear trench drain alternate & \$222,620 for cast-in place concrete trench

The low bid received on March 3rd for the modular linear trench drain alternate was 50% higher than the engineer's opinion of probable cost. Considering this cost, along with only two bids being received, staff recommended rebidding the project.

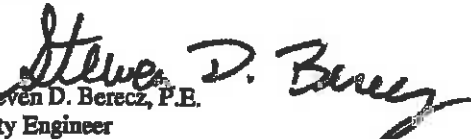
The project was re-bid and four bids were received on April 2nd. We have checked all bids and bid price extensions. The results are displayed on the enclosed bid tabulation. The lowest bid for the modular, linear trench drain of \$89,736.00 was received from Copenhagen Construction. The lowest responsible bidder's cost for the modular, linear trench drain was received from Canyon Contracting Inc. in the amount of \$101,542.00. We did not find any bidding irregularities in Canyon's schedule of prices that would affect the outcome of the project. Base bids ranged from \$89,736 to \$135,480.

Attached to this recommendation is a letter from Ament Design, dated 4-7-15, regarding a 2007 project that Copenhagen Construction worked for Quincy Park Condos. Ament Design strongly recommends that Copenhagen not perform the work for this drainage project and that the City selects another contractor. In addition, Gewalt Hamilton Associates has had 3 or so projects where Copenhagen has worked on projects designed by GHA and in general, Copenhagen has performed well below industry standards on these projects.

I have not personally worked with Canyon Contracting, but two other engineers at my office have and we are confident that they will complete the project in general conformance with the plans, specifications and in a timely manner. Their quality of work on projects that GHA has witnessed has been at or above industry standards.

Based upon all the above, we believe that Canyon Contracting Inc. will complete this project in general conformance with the plans, specifications and in a timely manner. We recommend award of the modular linear trench drain bid to the lowest responsible bidder, Canyon Contracting Inc., at the unit prices bid and an estimated total cost of \$101,542.00.

Sincerely,


Steven D. Berecz, P.E.
City Engineer



Ament

April 7, 2015

Steve Berecz
City of Prospect Heights
8 North Elmhurst Road
Prospect Heights, IL 60070

Re: Quincy Park West Property Line Drainage Improvements

Dear Mr. Berecz:

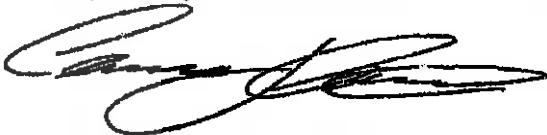
It is our understanding that Copenhaver Construction of Gilberts, IL was the low apparent bidder for the Quincy Park West Property Line Drainage Improvements from the April 2nd bid opening. Copenhaver had previously served as the general contractor on the 2007 Roadway Reconstruction Project that went over budget, beyond the construction window, and has required major repairs in the subsequent years. Inherent problems can still be readily seen in the cul de sac.

Moreover, Quincy Park was unable to hold any retainage to make repairs. One of the subcontractors sent a notice of intent to file a lien against the association and all individual units, because Copenhaver failed to pay him. To prevent this, the association was forced to release all remaining funds budgeted for the project.

With Copenhaver's prior work history at Quincy Park we strongly recommend that Copenhaver NOT perform the work and another contractor be selected to perform the drainage work.

If you should have any questions, please contact me at (847) 253-1515.

Respectfully,



Carmen J. Arvia, P.E.
Ament Design

G

Local Agency	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant
Prospect Heights			Gewalt Hamilton Associates, Inc.
County			Address
Cook			625 Forest Edge Drive
Section			City
12-00051-00-SW			Vernon Hills
Project No.			State
TE-00D1(971)			IL
Job No.			Zip Code
C-91-425-14			60061
Contact Name/Phone/E-mail Address			Contact Name/Phone/E-mail Address
William Balling/(847) 398-6070			Steve Berecz/847-478-9700
wballing@prospect-heights.org			sberecz@gha-engineers.com

THIS AGREEMENT is made and entered into this _____ day of _____, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name Willow Road Route FAU 1289 Length 1,622' Structure No. _____

Termini Russet Wood Drive to Schoenbeck Road

Description: Construction of a new concrete sidewalk along the north side of Willow Road from Russet Wood to Schoenbeck located in Prospect Heights including all items required for construction.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - ☐ a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - ☐ b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - ☐ c. For soils, to obtain samples and perform testing as noted below.
 - ☐ d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a through 1d, the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- ☐ e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - ☐ f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - ☒ g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - ☐ h. Geometric control including all construction staking and construction layouts.
 - ☐ i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - ☒ j. Measurement and computation of pay items.
 - ☒ k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - ☒ l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - ☐ m. Revision of contract drawings to reflect as built conditions.
 - ☒ n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
 12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee
Formulas

- ☒ $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
☐ $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

Total Compensation = $DL + IHDC + OH + FF + SBO$

Specific Rate

☐ (Pay per element)

Lump Sum

☐ _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

- 1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
- 2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
- 3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
- 4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
- 5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debatement of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Figure 1. Schematic diagram of the experimental setup. The subject is seated in a chair and views the target through a video camera. The target is a horizontal bar with a vertical scale. The subject's hand is positioned at the target. The video camera is positioned above the target. The subject's hand is positioned at the target. The video camera is positioned above the target.

(Municipality/Township/County)

By:

Title: City Mayor

Title: City Mayor

Gewalt Hamilton Associates, Inc.

By:

Title: President

Title: President

Exhibit A - Construction Engineering

Route: 1289
 Local City of Prospect Heights
 (Municipality/Township/County)
 Section: 12-00051-00-SW
 Project: TE-00D1(971)
 Job No.: C-91-425-14

*Firm's approved rates on file with
 Bureau of Accounting and Auditing:

Overhead Rate (OH) 164.00 %
 Complexity Factor (R) 0.00
 Calendar Days 50

Cost Plus Fixed Fee Methods of Compensation:

Fixed Fee 1 ☒ 14.5%[(DL + R(DL) + OH(DL) + IHDC)]
 Fixed Fee 2 ☐ 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate ☐
 Lump Sum ☐

Cost Estimate of Consultant's Services in Dollars									
Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Resident Engineer	Senior Eng.	10.00	\$48.01	\$480.10	\$787.36	\$0.00	\$0.00	\$183.78	\$1,451.24
Construction Obs	Sr. Eng Tech.	260.00	\$30.00	\$7,800.00	\$12,792.00	\$0.00	\$0.00	\$2,985.84	\$23,577.84
Reports / IDR's	Sr. Eng. Tech.	20.00	\$30.00	\$600.00	\$984.00	\$0.00	\$0.00	\$229.68	\$1,813.68
Pay Requests	Sr. Eng. Tech.	20.00	\$30.00	\$600.00	\$984.00	\$0.00	\$0.00	\$229.68	\$1,813.68
Construction Obs.	Eng. Tech I	18.00	\$16.07	\$289.26	\$474.38	\$0.00	\$0.00	\$110.72	\$874.36
Paperwork	Clerical	10.00	\$24.83	\$248.30	\$407.21	\$0.00	\$0.00	\$95.04	\$750.55
Testing Services	SMC					\$3,320.00	\$0.00		\$3,320.00
Direct Costs									
Totals		338.00		\$10,017.66	\$16,428.95	\$3,320.00	\$1,375.00	\$3,834.74	\$34,976.35

Name	Gewalt Hamilton Associates,
Address	625 Forest Edge Drive, IL
Telephone	847-478-9700
TIN Number	

Local Agency	City of Prospect Heights
Section Number	12-00051-00-SW
Project Number	TE-00D1(971)
Job Number	C-91-425-14

[illegible]

Date _____

For information about IDOTs collection and use of confidential information review the department's [Identity Protection Policy](#).

Exhibit B

**City of Prospect Heights
Phase III – Construction Engineering Services
Willow Road Sidewalk
Section #: 12-00051-00-SW
County: Cook
Contract #: 61B34
GHA Proposal No. 2015.CS018**

Direct Cost Estimate

Estimated Expenses:

Printing Expenses Estimated at:	=	\$500.00
Vehicle Expense Estimated at:		
1,750 miles at \$0.50/mile	=	<u>\$875.00</u>
Direct Cost Estimate Total	=	\$1,375.00

**City of Prospect Heights
Construction Engineering Services Agreement for Federal Participation
Willow Road Sidewalk
Section #: 12-00051-00-SW
County: Cook
Job # C-91-425-14
Project # TE-00D1(971)
Contract #: 61B34**

Hourly Rate Range Exhibit

<i>Classification</i>	<i>From</i>	<i>To</i>	<i>Average</i>
Principal Engineer	\$57.75	\$62.00	\$60.58
Senior Engineer	\$36.00	\$57.75	\$48.01
Prof Engr – Proj Cons	\$30.00	\$43.00	\$34.90
Registered Land Surveyor	\$38.50	\$46.25	\$42.38
Staff Engineer	\$24.00	\$28.00	\$26.00
Environmental Consultant	\$24.00	\$24.00	\$24.00
Senior Eng Tech	\$21.00	\$39.50	\$30.00
Engr Tech II	\$18.50	\$27.50	\$22.50
Engr Tech I	\$14.00	\$18.00	\$16.07
Engr. Tech Interns	\$12.00	\$14.00	\$12.89
Secretary	\$24.00	\$26.00	\$24.83



office: 1-847-870-0544
fax: 1-847-870-0661
www.soilandmaterialconsultants.com
us@soilandmaterialconsultants.com

February 11, 2015
Proposal No. 14,313

Mr. Kevin L. Belgrave, P.E., PTOE
Associate/Senior Engineer
Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills, IL 60061

Re: Construction Material Testing
Willow Road Sidewalk
Prospect Heights, Illinois

Dear Mr. Belgrave:

Submitted for your consideration is our proposal to provide construction material testing on a will-call basis initiated by your office or representative.

We understand the testing requirements of the IDOT QC/QA program are applicable. We propose to be the QA project manager and provide QA jobsite testing. IDOT is to provide QA plant testing.

Attached is our Schedule of Fees for anticipated services. Note that hourly rates are inclusive of mileage and equipment charges. Based on available information and our experience on similar projects, we estimate a charge of \$3,320.00 may be incurred for the anticipated services. Actual billing will be on a unit price basis and you will only be billed for those services actually provided. Final billing may be less than or greater than the estimated charge. Requests for services not included within the scope of this proposal will be provided at our established unit prices.

Thank you for the opportunity of submitting this proposal, which includes the attached General Conditions. If acceptable, please sign and return one copy to our office. Further, please include applicable plans and specifications, if not already submitted.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.

Joseph A. Klawitter, P.E.
Director of Engineering

JAK:dd

Proposal Accepted By:

Client _____
Street _____
Town _____ State _____ Zip Code _____
Phone () _____ E-Mail Address _____
Signature _____ Position _____
Printed Name _____ Date _____

8 WEST COLLEGE DRIVE • ARLINGTON HEIGHTS, IL 60004

SOIL BORINGS • SITE INVESTIGATIONS • PAVEMENT INVESTIGATIONS • GEOTECHNICAL ENGINEERING
TESTING OF • SOIL • ASPHALT • CONCRETE • MORTAR • STEEL

Proposal No. 14,313
 Re: Willow Road Sidewalk
 Prospect Heights, Illinois

Page 2

SOIL AND MATERIAL CONSULTANTS, INC.

Effective 1-1-15

SCHEDULE OF FEES
AGGREGATE AND SOIL

<u>Field Testing</u>	<u>Est. Work Units</u>	<u>Fee</u>	<u>Cost</u>
Technician with Nuclear Gauge	8 hours	\$ 85.00 /hour	\$ 680.00
<u>Engineering</u>			
Senior Engineer (P.E.) includes project administrations field/laboratory engineering, consultation and report review	1 hours	\$ 130.00 /hour	\$ 130.00
Estimated Cost:			\$ 810.00

<u>Item</u>	<u>Field</u>
Unsuitable Excavation	2 trips @ 4 hrs. = 8 hrs.
Total:	8 hrs.

Billing Notes:

Hourly Charges: Portal To Portal
 Weekdays over 8 hours/day: Hourly Rate x 1.5

Saturdays: Hourly Rate x 1.5
 Sundays: Hourly Rate x 2.0

Proposal No. 14,313
 Re: Willow Road Sidewalk
 Prospect Heights, Illinois

Page 3

SOIL AND MATERIAL CONSULTANTS, INC.

Effective 1-1-14

SCHEDULE OF FEES

BITUMINOUS CONCRETE

<u>Service</u>	<u>Estimated Units</u>	<u>Fee</u>	<u>Cost</u>
<u>Field Testing</u>			
Technician with Nuclear Gauge	8 hours	\$ 85.00 /hour 340.00 /day min.	\$ 680.00
<u>Laboratory Testing</u>			
Unit Weight – cores	15 each	\$ 20.00 each	\$ 300.00
<u>Engineering</u>			
Senior Engineer (P.E.) - QA Project Manager, includes project administration, field/laboratory engineering, mix design review, consultation and report review	2 hours	\$ 130.00 /hour	\$ 260.00

Estimated Cost: \$ 1,240.00

Estimates:

<u>Item</u>	<u>Tons</u>	<u>Contractor Working Days</u>	<u>Est. Days - 20% QA</u>
HMA Surface, N50 - Driveway	36	1	0.5
HMA Binder, N50 - Driveway	54	1	---
Class D Patches	43	1	0.5
Total:	133	3	1

Billing Notes:

Hourly Charges: Portal To Portal
 Weekdays over 8 hours/day: Hourly Rate x 1.5

Saturdays: Hourly Rate x 1.5
 Sundays: Hourly Rate x 2.0

Proposal No. 14,313
 Re: Willow Road Sidewalk
 Prospect Heights, Illinois

Page 4

SOIL AND MATERIAL CONSULTANTS, INC.

Effective 1-1-14

SCHEDULE OF FEES

PORTLAND CEMENT CONCRETE

<u>Service</u>	<u>Est. Work Units</u>	<u>Fee</u>	<u>Cost</u>
<u>Field Testing</u>			
Technician - includes temperature, slump, air and cylinders	12 hours	\$ 85.00 /hour 340.00 /day min.	\$ 1,020.00
Cylinder Pick-up	2 hours	\$ 85.00 /hour	\$ 170.00
<u>Laboratory Testing</u>			
Cylinder Compressive Strength	8 each	\$ 15.00 each	\$ 120.00
<u>Engineering</u>			
Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	2 hours	\$ 130.00 /hour	\$ 260.00

Estimated Cost: \$ 1,570.00

Estimates:

<u>Item</u>	<u>Quantity</u>	<u>CY</u>	<u>Contractor Working Days</u>	<u>Est. Days - 20% QA</u>	<u>Cyls.</u>
PCC Combined C & G	21 ft.	2	1	1	4
PCC Sidewalk - 5"	7267 s.f.	113	3	1	4
Total:		115	4	2	8

Billing Notes:

Hourly Charges: Portal To Portal
 Weekdays over 8 hours/day: Hourly Rate x 1.5

Saturdays: Hourly Rate x 1.5
 Sundays: Hourly Rate x 2.0

TERMS AND CONDITIONS

Soil and Material Consultants, Inc. (SMC) scope of work defined in the proposal was based on information provided by the client. If incomplete, inaccurate or if unexpected site conditions are discovered, the scope of work may change.

GEOTECHNICAL INVESTIGATIONS

Client will furnish SMC with right-of-access to the site. SMC will take reasonable precautions to minimize site damage due to its operations, but has not included in the fee the cost of restoration of any resulting damage. SMC shall not be liable for damage or injury due to encountering subsurface structures (pipes, tanks, utilities or others) not called to SMC's attention in writing or are not correctly shown on the drawings furnished by client or client's representative. If the client desires, SMC will restore any damage to the site and add the cost of restoration to the fee.

Field work, laboratory testing and engineering analysis will be performed in accordance with generally accepted soil and foundation engineering practices. Samples are retained in our laboratory for 30 days from date of report and then destroyed unless other disposition is requested. The data reported applies only to the soils sampled and the conditions encountered at each boring location. This does not imply or guarantee that soils between borings will be identical in character. Isolated inclusions of better or poorer soils can be found on any site. SMC will not be liable for extra work or other consequences due to changed conditions encountered between borings.

Any exploration, testing and analysis associated with the investigation will be performed by SMC for the client's sole use to fulfill the purpose of this Agreement. SMC is not responsible for use or interpretation of the information by others. The client recognizes that subsurface conditions may vary from those encountered in borings or explorations. Information and recommendations developed by SMC are based solely on available information and for the currently proposed improvement.

Documents including but not limited to technical reports, original boring logs, field data, field notes, laboratory test data, calculations, reports of inspection and testing, geotechnical reports, technical reports, submittals and estimates furnished to the client or its agents pursuant to this agreement are not intended or represented to be suitable for reuse by the client or others on extensions of this project or on any other project. Any reuse without SMC's written consent will be at user's sole risk and without liability or legal exposure to SMC. User shall indemnify and hold harmless SMC from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. To the maximum extent permitted by law, the Client agrees to limit SMC liability for clients' damages to \$100,000 or the fee, whichever is lesser. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Soil and Material Consultants, Inc. is a Professional Engineering Corporation. Engineering services are often completed by extension through technical staff. The unit rates presented in this proposal do not reflect charges associated with organized labor. Future agreements, if any, with organized labor will invalidate some of the unit rates presented. Required rate adjustments will be presented to the client for acceptance prior to providing services at the adjusted rates.

Services are invoiced monthly for the preceding period. Client agrees to pay each invoice within thirty (30) days of receipt and further agrees to pay interest on all amounts not paid at the rate of 2.0% per month, an annual rate of 24%, from the due date. Client agrees to pay all reasonable costs of collection including staff time, court costs, Attorneys' fees and related expenses, if this account becomes delinquent. Client agrees that reports furnished to the client but not paid for in full remain the sole property of SMC and will not be used for design, construction, permits, licensing, sales or other gain.

TESTING SERVICES

Client shall furnish SMC with at least one working day's notice on any part-time (less than 8 hours/day) job when field personnel are requested. SMC shall make reasonable effort to provide field personnel in a timely manner but reserves the right to schedule field personnel as deemed appropriate. Minimum charges will be billed when work cancellations are received after field personnel have left for the project site.

SMC personnel will provide a professional service based on observations and testing of the work of a contractor, subcontractor, or other service/material provider, as specifically requested. SMC field personnel will look for general conformance with project specifications, plans and/or soil report but does not accept the responsibility to control or direct the work of others. Discrepancies noted by SMC office or field personnel will be referred to client or client's representative.

Testing Services furnished by SMC are defined as the taking of soil and/or material tests at various locations and the making of visual observations relating to earthwork, foundations, and/or materials as specifically requested by the client and agreed to by SMC, and will be limited to those specifically agreed services. Such services will be performed by SMC using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the profession practicing in this or similar localities.

Observations and testing of soils and/or materials by SMC in no way implies a guarantee or warranty of the work of the contractor, subcontractor, or other service/material provider. SMC's work or failure to perform same shall in no way excuse such contractor, subcontractor or other service/material provider from liability in the event of subsequently discovered defects, omissions, errors, deficiencies or failure to perform in accordance with the project plans and specifications. SMC field personnel shall not be responsible for superintendence of the construction process nor direction of the work of the contractor, subcontractor, or other service/material provider. SMC's work shall not include determining or implementing the means, methods, techniques, sequences or procedures of construction. SMC shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare.

William Balling

From: Steven Berez <sberez@gha-engineers.com>
Sent: Wednesday, April 22, 2015 2:55 PM
To: William Balling; Karen Schultheis
Cc: Stephanie Hannon; Steve Cutaia
Subject: Engineering Agreement for Willow Road Sidewalk Project
Attachments: Engineering Agreement 4-22-15.pdf

Bill:

This is the other agreement needed for Council's consideration and ultimately the Mayor's signature. (Once passed by Council, I'll make all the required paper copies of both documents and give to you to have Mayor sign them).

This agreement would be between the City and GHA and is for GHA to provide construction observation services during the project. This is required by IDOT/Feds to have observation services and to keep up with all the required Federal documentation in order to use such funding.

As part of this contract, GHA will be hiring a subconsultant, SMC, to provide detailed construction testing services required for the project. SMC's proposal is attached at the end of the agreement.

Thanks,

--

Steven D. Berez, P.E.
Senior Engineer
Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills, IL 60061
Direct Line: 847-821-6217
Office: 847-478-9700
Fax: 847-478-9701
www.gha-engineers.com

H

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency City of Prospect Heights	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 12-00051-00-SW	Fund Type ITEP	ITEP and/or SRTS Number 131069		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-425-14	TE-00D1(971)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Willow Road Route FAU 1289 Length 0.3 m
 Termini Russet Wood Drive to Schoenbeck Road

Current Jurisdiction CCDOH TIP Number 03-14-0013 Existing Structure No n/a

Project Description

Construction of a new concrete sidewalk along the north side of Willow Road from Russet Wood to Schoenbeck located in Prospect Heights including all items required for construction.

Division of Cost

Type of Work	ITEP	%	%	LA	%	Total
Participating Construction	256,000	(*)	()	64,000	(Bal)	320,000
Non-Participating Construction		()	()		()	
Preliminary Engineering		()	()		()	
Construction Engineering	28,000	(*)	()	7,000	(Bal)	35,000
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials		()	()		()	
TOTAL	\$ 284,000			\$ 71,000		\$ 355,000

* Maximum FHWA (ITEP) participation 80% not to exceed \$284,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Agency Appropriation

By execution of this Agreement, the LA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LA share of project costs. A copy of the resolution or ordinance is attached as an addendum.

Method of Financing (State Contract Work)

METHOD A—Lump Sum (80% of LA Obligation) _____
 METHOD B—_____ Monthly Payments of _____ due by the _____ of each successive month.
 METHOD C—LA's Share Balance _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement. The LA will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to LA on this or any other contract. The STATE, at its sole option, upon notice to the LA, may place the debt into the the Illinois Comptroller's Offset System (30 ILCS 105/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office. Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations. The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA/railroad** agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office. Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification, and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement,
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the LA expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (5) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map, Number 2 - Local Appropriation Resolution, Number 3 - Jurisdiction, Ownership and Maintenance
(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Nicholas J. Helmer

Name of Official (Print or Type Name)

City Mayor

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is
36-2893978 conducting business as a Governmental
Entity.

DUNS Number 95-992-6569

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Acting Secretary

Date

By: _____

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

Michael A. Forti, Chief Counsel

Date

Tony Small, Director of Finance and Administration

Date

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

City of Prospect Heights
Location: Willow Road Sidewalk from Russet Wood Drive to Schoenbeck Road
Section No.: 14-00051-00-SW
Project No.: TE-00D1(971)
Job No.: C-91-425-14
Cook County

ADDENDUM #3

Jurisdiction, Ownership and Maintenance

CHANGES IN "AGREEMENT PROVISIONS" UNDER "IT IS MUTUALLY AGREED"

The following item is added:

- (7) Upon acceptance by the STATE, the jurisdiction, ownership and maintenance of all "warning" signage and pavement striping/markings for crosswalks within Cook County Right of Way will be the responsibility of Cook County in accordance with Cook County standards. Jurisdiction, ownership and maintenance of the sidewalk, including curb ramps and segments improved as part of this project, will be the responsibility of the City of Prospect Heights.
- (8) The City of Prospect Heights shall obtain a Cook County Highway Department Permit for this work prior to starting the improvement.

COOK COUNTY HIGHWAY DEPARTMENT

Concur: _____

Title: Superintendent of Highways

Date: _____

William Balling

From: Steven Berez <sberez@gha-engineers.com>
Sent: Wednesday, April 22, 2015 2:45 PM
To: William Balling; Karen Schultheis
Cc: Stephanie Hannon; Steve Cutaia
Subject: IDOT - Local Agency Agreement for Willow Road Sidewalk project
Attachments: Local Agency Agreement for Willow Road Sidewalk.pdf

Bill:

As discussed at staff meeting. This is the first of two agreements needed to be on the next council meeting. This agreement would be between IDOT and City and is basically to ensure that the City is committing their share of fund matching for the project. This project is funded by federal funds (ITEP funds) at a 80% level and 20% City match.

There also needs to be a City Council resolution appropriating the construction local match funds listed below. Can you or someone else prepare this resolution for consideration at the council meeting? It can be very basic (like two sentences). I will need a signed copy of this resolution once passed to include with all that I need to return to IDOT

The funds required from the City are anticipated to be the following:
\$64,000 for the construction phase.
\$7,000 for the construction engineering phase.
These need to be listed in the resolution.

The final amount due would be based on the final billings from contractor and such. The project is on the June IDOT letting. Construction would likely occur August and September this year. IDOT will sign the contract with the construction company building the project and then IDOT would invoice CPH for the funds needed. MFT funds can be used as desired by CPH.

--
Steven D. Berez, P.E.
Senior Engineer
Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills, IL 60061
Direct Line: 847-821-6217
Office: 847-478-9700
Fax: 847-478-9701
www.gha-engineers.com

I

BID FORM
For the Construction of
City of Prospect Heights
CPH001 Milwaukee Avenue Corridor Landscape

Total Cost:
- Base Bid: \$ 256,878
- P&P Bond: \$ 3,700
- Delete Irrigation: (\$ 97,903)
Total Revised: \$ 162,675
Potential Deduct: (\$ 19,648)
Total Revised #2: \$ 143,027

TO: Integrated Facilities Solutions, Inc.
5270 North Lincoln Avenue
Skokie, Illinois 60077
Attn: John Zachara

FROM: Contractor: Moore Landscapes Inc.

Address: 1869 Techny Road Northbrook Illinois 60062

Gentlemen:

The undersigned, after having carefully studied the Contract Documents (comprised of the Drawings) as prepared by Teska Associates, Halloran & Yauch, Inc., & Gewalt Hamilton Associates, Inc. and having fully acquainted themselves with the conditions affecting the work, proposes to furnish all labor, materials, services, equipment and incidentals necessary to complete the construction of the work in accordance with said Contract Documents dated January 12, 2015 and Addenda Nos. _____, _____, and _____ thereto, issued prior to opening of bids, for the consideration of the following amounts:

Base Proposal

For the completion of all work (including line items listed below) as shown on the Contract Documents for the sum of:

Two Hundred fifty six thousand eight hundred seventy eight
Dollars

(\$ 256,878.00)

Performance and Payment Bonds

The undersigned agrees, if requested, to furnish Performance and Payment Bonds in the amount of 100% of the awarded Contract, from a Bonding Company acceptable to the Owner. The premium for such bonds to be paid by Owner, will be in the amount of: \$3,700.00.

Substantial Completion:

The undersigned agrees if awarded the Contract, to complete the work, including all Alternates, to the approval of the Architect, Owner Representative, and Owner By July 1. after commencement of construction.

- Provide Schedule

Pricing Breakdown by Area:

- A. Palatine Road Embankment & Median North of Apple Drive (as shown on L1, L2 and Irrigation Plans): \$159,097.75
- B. Landscape Median on Milwaukee Avenue South of Apple Drive and at River Road (as shown on sheet L3, L4 and Irrigation Plans): \$97,780.25
- C. Character Piers (as shown on L7): N/A
- D. Electrical work: N/A

Additional Pricing Requests:

- E. Provide manual irrigation controller in lieu of powered automatic irrigation controller
DEDUCT: No irrigation cost change
- F. Remove landscape ~~and plantings~~ around character piers in median areas and replace with sod (3 areas total)
DEDUCT: \$7,200.00
- G. Delete center character pier
DEDUCT: N/A
- H. Remove perennials at the (4) embankment locations around the intersection of Palatine Road and Milwaukee and replace with mulch
DEDUCT: \$12,448.00
- I. Install underground conduit feeds to all tree locations (approx. 28) for future installation of pedestal mounted GFI outlets
DEDUCT: N/A
- J. Provide 1-year of landscape maintenance for project area
ADD: \$4,000.00

Principal Subcontractors:

This Proposal is based on proposals of the following subcontractors and vendors for the principal parts of the Work: (attach separate sheet) Halloran and Yauch Irrigation

Trade Cost Breakdown:

Please attach a trade line item breakdown (schedule of values) of all costs including General Conditions.

Contractor Markup on Change Orders:

- | | |
|---|-------------|
| 1. Subcontractor Markup (Overhead & Profit): | <u>10</u> % |
| 2. Contractor Markup on Subcontractor Work: | <u>5</u> % |
| 3. Contractor Markup on Work performed by Own Forces: | <u>10</u> % |

Qualifications:

Submit resume of experience including references for the Project Manager and Superintendent.

Execution of Contract:

- A. Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract within ten (10) days and, if requested, deliver a Performance and Payment Bond as described in the General Conditions.
- B. The undersigned agrees that this bid may be held by the Owner for a period not exceeding sixty (60) days from the date set up for the opening of bids and that the bid may not be withdrawn within that period.
- C. If written notice of the acceptance of this proposal is mailed, or delivered to the undersigned within the time noted herein, after the date of the opening of bids, or at any time thereafter before this proposal is withdrawn, the undersigned agrees that he will execute and enter into a construction contract with the proposal as accepted.

Signed and Sealed this 1st day of April 2015.

(FIRM NAME) Moore Landscapes, Inc.

In the presence of:



(Principal)

SEAL



April 1, 2015

John Zachara
Integrated Facilities Solutions
5270 Lincoln Ave
Skokie, Illinois 60077

Re: Milwaukee Avenue Corridor Landscape Project
Landscape proposal

Following is Moore Landscapes proposal to complete the landscape work on the Milwaukee Avenue Corridor Project.

Qualifications / Exclusions

1. Proposal based on drawings dated 1.19.15.
2. Proposal based on Illinois State Prevailing Wage Rates.

<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total Cost</u>
<u>A. Palatine Road Embankment and North Median</u>				
<u>Site Work</u>				
72	cy	Hardwood mulch / Compost	\$ 110.00	\$ 7,920.00
140	tn	Outcropping stone work	\$ 400.00	\$ 56,000.00
1	ls	Irrigation	\$ 52,500.00	\$ 52,500.00
1	ls	Traffic Control	\$ 3,000.00	\$ 3,000.00
72	cy	Planting mix	\$ 70.00	\$ 5,040.00
1	ls	Turf Repair	\$ 1,800.00	\$ 1,800.00
Sub Total			\$	126,260.00
<u>Planting Work</u>				
2	3"	Armstrong Maple	\$ 600.00	\$ 1,200.00
12	10'	River Birch	\$ 600.00	\$ 7,200.00
70	30"	SeaGreen Juniper	\$ 60.00	\$ 4,200.00
43	30"	Redtwig Dogwood	\$ 50.00	\$ 2,150.00
64	24"	GroLow Sumac	\$ 50.00	\$ 3,200.00

Enhancing Environments Since 1948

1869 Techny Road
Northbrook, Illinois 60062-5450

P847 564 9393 F 847 564 9080
www.moorelandscapes.com

243	1g	Stella De Oro Daylily	\$	13.00	\$	3,159.00
271	1g	Select Blue Catmint	\$	13.00	\$	3,523.00
247	1g	Dwarf Fountain Grass	\$	14.00	\$	3,458.00
252	1g	East Freisland Salvia	\$	13.00	\$	3,276.00
203	4"	Angelina Sedum	\$	7.25	\$	1,471.75

Subtotal \$ 32,837.75
Area A Total \$ 159,097.75

B. South Median and River Road Median

Site Work

48	cy	Hardwood mulch / Compost	\$	110.00	\$	5,280.00
10	tn	Outcropping stone work	\$	400.00	\$	4,000.00
1	ls	Irrigation	\$	45,403.00	\$	45,403.00
1	ls	Traffic Control	\$	3,000.00	\$	3,000.00
48	cy	Planting Mix	\$	70.00	\$	3,360.00
1	ls	Turf Repair	\$	1,750.00	\$	1,750.00
				Sub Total	\$	62,793.00

Planting Work

14	3"	Armstrong Maple	\$	600.00	\$	8,400.00
288	24"	GroLow Sumac	\$	50.00	\$	14,400.00
203	1g	Stella De Oro Daylily	\$	13.00	\$	2,639.00
171	1g	Select Blue Catmint	\$	13.00	\$	2,223.00
106	1g	Dwarf Fountain Grass	\$	14.00	\$	1,484.00
132	1g	East Freisland Salvia	\$	13.00	\$	1,716.00
569	4"	Angelina Sedum	\$	7.25	\$	4,125.25
				Subtotal	\$	34,987.25

Area B Total \$ 97,780.25

Project Total \$ 256,878.00

Please contact me if you have any questions regarding this proposal. I can be reached at 224.383.2116.

Respectfully submitted;

Moore Landscapes, Inc.

Christopher Coe

Vice President - Construction

L:\chris\Construction 2015\Bids\Milwaukee Avenue\Landscape Proposal 4.1.15.xls

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P847 564 9393 F 847 564 9080
www.moorelandscapes.com

CPH001 City of Prospect Heights - MILWAUKEE AVENUE CORRIDOR LANDSCAPE

Trade	Contractor	Base Project	Alternate Scope #1	Alternate Scope #2	Alternate Scope #3	Alternate Scope #4
Landscaping	Moore Landscape	\$ 260,578	\$ 162,675	\$ 260,578	\$ 260,578	\$ 162,675
Character Piers	Poblocki Sign Co., Inc.	\$ 83,748	\$ 56,032	\$ -	\$ 63,600	\$ 63,600
Electrical	Hecker and Co., Inc.	\$ 183,920	\$ 57,300	\$ 49,003	\$ 49,003	\$ 81,157
Road Closure	See Note Below	\$ -	\$ -	\$ -	\$ -	\$ -
Street Cleaning	See Note Below	\$ -	\$ -	\$ -	\$ -	\$ -
Watering	See Note Below	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	Allowance	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Program Management	IFS	\$ 35,560	\$ 35,560	\$ 35,560	\$ 35,560	\$ 35,560
	TOTAL	\$ 583,806	\$ 331,567	\$ 365,141	\$ 428,741	\$ 362,992

Alternate Scope #1:

All landscaping, no irrigation, (2) character piers, power to (2) character piers, no outlets at trees

Alternate Scope #2:

All landscaping, all irrigation, power to irrigation, no character piers, no outlets at trees

Alternate Scope #3:

All landscaping, all irrigation, (3) character piers with no lighting, power to irrigation, no outlets at trees

Alternate Scope #4:

All landscaping, no irrigation, (3) character piers with no lighting, conduit and handholds for future power at trees

Note:

Road closure, street cleaning, and watering would be provided by City of Prospect Heights only if required to supplement contractor included costs

SUGGESTED CONTRACTORS:

MOORE (landscaping)	\$158,975.00	(does not include irrigation)
POLOCKI(sign)	\$ 55,432.00	(does not include center pair)
INTERN(Electric)	<u>\$181,720.00</u>	
Subtotal	\$396,127.00	

Contingency @2%	<u>\$ 8,000.00</u> rather than 10 %
TOTAL:	\$404,127.00

Respectfully,

Steven Cutaia, M.B.A./P.A., M.C.P.,

City of Prospect Heights-Public Works Director
P.W.: 401 Piper Lane
C.H.: 8 North Elmhurst
Prospect Heights Illinois 60070
847-398-6070, extension 207
Fax 847-459-0618
www.prospect-heights.org
scutaia@prospect-heights.org

From: John Zachara [<mailto:jzachara@ifspm.com>]

Sent: Tuesday, April 07, 2015 3:04 PM

To: Steve Cutaia; Steve Skiber; Steve Berecz; 'Jodi Mariano (JMariano@TeskaAssociates.Com)'; Karen Schultheis

Subject: RE: Tourism District - Milwaukee Aveune Beatification Project bid review

Team,

Attached you will find the bid proposal received this afternoon from Sebert Landscape for the Milwaukee Corridor project. This bid proposal does not include irrigation or P&P bond. If you add both of those items (approximately \$100,000 - \$110,000) to the bid they will be at a higher cost than Moore Landscapes. Please let me know if you have any questions. I am continuing to work with the contractors on items/pricing that can be phased in at a later date. Thanks.

John Zachara, LEED AP
Project Executive

 **Integrated Facilities Solutions, Inc.**

5270 Lincoln Avenue, Skokie, Illinois 60077

Office 847-673-0010

Cell 847-714-7481

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-----Original Appointment-----

From: Steve Cutaia [<mailto:scutaia@prospect-heights.org>]

Sent: Wednesday, March 25, 2015 1:36 PM

To: Steve Cutaia; bill@wrblc.com; Nick Helmer; Steve Skiber; Stephanie Hannon; Steve Berecz; 'Jodi Mariano (JMariano@TeskaAssociates.Com)'; John Zachara; Karen Schultheis
Subject: Tourism District - Milwaukee Avenue Beatification Project bid review
When: Monday, April 06, 2015 1:00 PM-1:30 PM (UTC-06:00) Central Time (US & Canada).
Where: City Hall (room TBD)

I am organizing a bid review meeting to review bids for the Tourism District - Milwaukee Avenue Beatification Project. I hope you can join John(IFS).
-Steve Cutaia

J

Total Cost:
- Base Bid: \$ 187,000
- P&P Bond: \$ 6,000
- Delete Piers: (\$ 9,000)
- Delete Irrigation: (\$ 600)
- Traffic Control: \$ 5,000
Total Revised: \$ 188,400

BID FORM

**For the Construction of
City of Prospect Heights
CPH001 Milwaukee Avenue Corridor Landscape**

TO: Integrated Facilities Solutions, Inc.
5270 North Lincoln Avenue
Skokie, Illinois 60077
Attn: John Zachara

FROM: Contractor: *Pinnacle Services Inc.*

Address: *1325 Industrial Dr. Unit D Itasca, IL 60143*

Gentlemen:

The undersigned, after having carefully studied the Contract Documents (comprised of the Drawings) as prepared by Teska Associates, Halloran & Yauch, Inc., & Gewalt Hamilton Associates, Inc. and having fully acquainted themselves with the conditions affecting the work, proposes to furnish all labor, materials, services, equipment and incidentals necessary to complete the construction of the work in accordance with said Contract Documents dated January 12, 2015 and Addenda Nos. _____, _____, and _____ thereto, issued prior to opening of bids, for the consideration of the following amounts:

Base Proposal

For the completion of all work (including line items listed below) as shown on the Contract Documents for the sum of:

one hundred eighty seven thousand
Dollars
(\$ *187,000*)

Performance and Payment Bonds

The undersigned agrees, if requested, to furnish Performance and Payment Bonds in the amount of 100% of the awarded Contract, from a Bonding Company acceptable to the Owner. The premium for such bonds to be paid by Owner, will be in the amount of: *\$10,000*

Substantial Completion:

The undersigned agrees if awarded the Contract, to complete the work, including all Alternates, to the approval of the Architect, Owner Representative, and Owner *12 weeks* after commencement of construction.

- Provide Schedule

Pricing Breakdown by Area:

- A. Palatine Road Embankment & Median North of Apple Drive (as shown on L1, L2 and Irrigation Plans): _____
- B. Landscape Median on Milwaukee Avenue South of Apple Drive and at River Road (as shown on sheet L3, L4 and Irrigation Plans): _____
- C. Character Piers (as shown on L7): _____
- D. Electrical work: \$187,000

Additional Pricing Requests:

- E. Provide manual Irrigation controller in lieu of powered automatic Irrigation controller
DEDUCT: _____
- F. Remove landscape outcroppings around character piers in median areas and replace with sod (3 areas total)
DEDUCT: _____
- G. Delete center character pier
DEDUCT: \$3,000
- H. Remove perennials at the (4) embankment locations around the intersection of Palatine Road and Milwaukee and replace with mulch
DEDUCT: _____
- I. Install underground conduit feeds to all tree locations (approx. 28) for future installation of pedestal mounted GFI outlets
DEDUCT: \$8,400
- J. Provide 1-year of landscape maintenance for project area
ADD: _____

Principal Subcontractors:

This Proposal is based on proposals of the following subcontractors and vendors for the principal parts of the Work: (attach separate sheet)

Trade Cost Breakdown:

Please attach a trade line item breakdown (schedule of values) of all costs including General Conditions.

Contractor Markup on Change Orders:

1. Subcontractor Markup (Overhead & Profit): 15 %
2. Contractor Markup on Subcontractor Work: 15 %
3. Contractor Markup on Work performed by Own Forces: 15 %

Qualifications:

Submit resume of experience including references for the Project Manager and Superintendent.

Execution of Contract:

- A. Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract within ten (10) days and, if requested, deliver a Performance and Payment Bond as described in the General Conditions.
- B. The undersigned agrees that this bid may be held by the Owner for a period not exceeding sixty (60) days from the date set up for the opening of bids and that the bid may not be withdrawn within that period.
- C. If written notice of the acceptance of this proposal is mailed, or delivered to the undersigned within the time noted herein, after the date of the opening of bids, or at any time thereafter before this proposal is withdrawn, the undersigned agrees that he will execute and enter into a construction contract with the proposal as accepted.

Signed and Sealed this 1 day of April 2015.

(FIRM NAME) Pinnacle Services Inc.

In the presence of: Uri Blandus (Principal) SEAL

PINNACLE SERVICES INC.

Page 1 of 1

1337 Industrial Drive, Itasca, Illinois 60143

Telephone 630-773-8660

Fax 630-773-8586

Proposal

PROPOSAL SUBMITTED TO INTEGRATED FACILITIES SOLUTIONS		PHONE	DATE 3/16/2015
STREET 5270 N. LINCOLN AVE.		EMAIL JZACHARA@IFSFM.COM	
CITY, STATE AND ZIP CODE SKOKIE, IL 60077		PROJECT NAME MILWAUKEE AVE CORRIDOR LANDSCAPE	
ARCHITECT	PLANS DATED / REVISIONS 1/16/2015	CITY, STATE AND ZIP CODE CITY OF PROSPECT HEIGHTS, IL	

We hereby propose to furnish labor and materials for the completion of the following electrical installation:

- A) ALL WORK PER ELECTRICAL INSTALLATION PLANS DATED 1/16/15
- B) PROVIDE TRENCHING, BACKFILL, COMPACTION, SPOILS REMOVAL & DIRECTIONAL BORING AS REQUIRED, PER PLANS
- C) FURNISH & INSTALL GRC PIPE & WIRE, PER PLANS
- D) FURNISH & INSTALL RECEPTACLES ON POSTS, PER PLANS
- E) FURNISH & INSTALL PIER LIGHT FIXTURES, PIERS BY OTHERS; PER PLANS
- F) FURNISH & INSTALL CONTROLLER CABINETS, PER PLANS
- G) COORDINATE COMED SERVICE CONNECTION, \$3,000 ALLOWANCE INCLUDED, PER SPECS

Qualifications

(The following items are not included)

WORK OTHER THAN LISTED; OVERTIME; INSPECTION DELAYS; PERFORMANCE BONDS; PERMIT; ENGINEERED DRAWINGS
WEATHER DELAYS; UNDERGROUND OBSTRUCTIONS; IDOT BONDING; PIERS; LANDSCAPE REPAIR

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other insurances, as well as provide access to and security on its premises. Our workers are fully covered by Workmen's Compensation Insurance.
ACCEPTANCE OF PROPOSAL The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined below. Contractor may suspend work and remove all of its equipment and supplies from the jobsite, without penalty, if any of the billings provided for in this proposal are not paid within 15 days of the payment date set forth herein.

Customer Signature

Authorized Signature

**JENNI JORDAN, PROJECT MANAGER
PINNACLE SERVICES INC.**

Date of Acceptance

Note: This proposal may be withdrawn by us if not accepted
within **30** days

WE PROPOSE hereby to furnish labor and materials - complete in accordance with the above specifications for the sum of

ONE HUNDRED THIRTY FIVE THOUSAND SEVEN HUNDRED

dollars **\$187,000**

Payment to be made as follows:

MONTHLY PROGRESS PAYMENTS NET 15 DAYS OF INVOICE



K

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

From: Stephanie Hannon, Finance Director

Date: April 23, 2015

Re: Employee Manual

The City staff has completed work on an amended employee manual which is currently being reviewed by the City Attorney.

However, the City would like to have the section: POLICY AGAINST DISCRIMINATION, HARASSMENT AND SEXUAL MISCONDUCT be approved as an amendment to the current policy.

The City needs this section for application for future grants.

CHAPTER XIII

CITY OF PROSPECT HEIGHTS POLICY AGAINST DISCRIMINATION, HARASSMENT AND SEXUAL MISCONDUCT

13.1 STATEMENT OF POLICY

It is the City of Prospect Heights's policy that it will not tolerate or condone discrimination or harassment on the basis of race, color, religion, sex, gender, sexual orientation, genetic information, national origin, age, physical or mental disability, ancestry, marital status, military status, arrest record, unfavorable discharge from military service, order of protection status, or any other classification prohibited under federal or state law. Sexual misconduct is also prohibited. The City of Prospect Heights will neither tolerate nor condone discrimination, harassment or sexual misconduct by employees, managers, supervisors, elected officials, co-workers, or non-employees with whom the City of Prospect Heights has a business, service, or professional relationship. Retaliation against an employee who complains about or reports any act of discrimination, harassment or misconduct in violation of this policy is prohibited. Retaliation against any employee who participates in an investigation pursuant to this policy is likewise prohibited. The City of Prospect Heights is committed to ensuring and providing a work place free of discrimination, harassment, sexual misconduct and retaliation. City of Prospect Heights will take disciplinary action, up to and including termination, against an employee who violates this policy.

As set forth above, sexual harassment and sexual misconduct are prohibited. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or any other visual, verbal or physical conduct of a sexual nature when:

1. Submission to or rejection of this conduct explicitly or implicitly affects a term or condition of individual's employment;
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee or;
3. The harassment has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile or offensive work environment because of the persistent, severe or pervasive nature of the conduct.

Sexual harassment can occur in a variety of circumstances, including but not limited to the following:

- The employee as well as the harasser may be a woman or a man. The employee does not have to be of the opposite sex.
- The harasser can be the employee's supervisor, an agent of the employer, a supervisor in another area, a co-worker, or a non-employee.
- The employee does not have to be the person harassed but could be anyone affected by the offensive conduct.
- Unlawful sexual harassment may occur without economic injury to or discharge of the employee.
- The harasser's conduct must be unwelcome.

Each employee must exercise his or her own good judgment to avoid engaging in conduct that may be perceived by others as sexual harassment or harassment based on any status protected by law. The following are illustrations of actions that the county deems inappropriate and in violation of our policy:

1. Unwanted sexual advances.
2. Offering employment benefits in exchange for sexual favors.
3. Making or threatening retaliation after a negative response to a sexual advance or after an employee has made or threatened to make a harassment complaint.
4. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.
5. Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, derogatory or suggestive comments about a person's body or dress.
6. Written or electronic communications of a sexual nature or containing statements or images which may be offensive to individuals in a particular protected group, such as racial or ethnic stereotypes or stereotypes regarding disabled individuals.
7. Physical conduct such as unwanted touching, assaulting, impeding or blocking movements.

Sexual misconduct is strictly prohibited by the City of Prospect Heights and can include any inappropriate and/or illegal conduct of a sexual nature including, but not limited to, sexual abuse, sexual exploitation, sexual intimidation, rape, sexual assault, or ANY sexual contact or sexual communications with a minor (including, but not limited to, conduct or communications which are written, electronic, verbal, visual, virtual or physical).

13.2 RESPONSIBILITIES

A. Supervisors

Each supervisor shall be responsible for ensuring compliance with this policy, including the following:

1. Monitoring the workplace environment for signs of discrimination, harassment or sexual misconduct;
2. Promptly notifying law enforcement where there is reasonable belief that the observed or complained of conduct violates the criminal laws of the State of Illinois.
3. Promptly notifying the Department of Children and Family Services (DCFS) Hotline (1-800-25-ABUSE or 1-800-252-2873) if the observed or complained of conduct involves the abuse of a minor.
4. Stopping any observed acts of discrimination, harassment or sexual misconduct and taking appropriate steps to intervene, whether or not the involved employees are within his/her line of supervision;
5. Reporting any complaint of harassment, discrimination or sexual misconduct to the City Administrator or City Attorney; and
6. Taking immediate action to limit the work contact between the individuals when there has been a complaint of discrimination, harassment or sexual misconduct, pending investigation.

B. Employees

Each employee is responsible for assisting in the prevention of discrimination, harassment and sexual misconduct through the following acts:

1. Refrain from participation in, or encouragement of, actions that could be perceived as discrimination, harassment or sexual misconduct;
2. Reporting any violations of this policy to a supervisor and law enforcement (if appropriate under the circumstances) and/or DCFS (if appropriate under the circumstances); and
3. Encouraging any employee who confides that he/she is the victim of conduct in violation of this policy to report these acts to a supervisor.

Failure to take action to stop known discrimination, harassment or sexual misconduct may be grounds for discipline.

There is a clear line most cases between a mutual attraction and a consensual exchange and unwelcome behavior or pressure for an intimate relationship. A friendly interaction between two persons who are receptive to one another is not considered unwelcome or harassment. Employees are free to form social relationships of their own choosing. However, when one employee is pursuing or forcing a relationship upon another who does not like or want it, regardless of friendly intentions, the behavior is unwelcome sexual behavior. An employee confronted with these actions by a co-worker is encouraged to inform the harasser that such behavior is offensive and must stop. You should assume that sexual comments are unwelcome unless you have clear unequivocal indications to the contrary. In other words, another person does not have to tell you to stop for your conduct to be harassment and unwelcome. Sexual communications and sexual contact with a minor are ALWAYS prohibited.

If you are advised by another employee that your behavior is offensive, you must immediately stop the behavior, regardless of whether you agree with the person's perceptions of your intentions.

The City of Prospect Heights does not consider conduct in violation of this policy to be within the course and scope of employment and does not sanction such conduct on the part of any employee, including supervisory and management employees.

13.3 APPLICABLE PROCEDURES

The City of Prospect Heights takes allegations of discrimination, harassment and sexual misconduct very seriously. It will actively investigate all complaints.

It is helpful for the employee to directly inform the offending individual that the conduct is unwelcome and must stop. The employee should use the City of Prospect Heights's complaint procedure to advise the City of Prospect Heights of any perceived violation of this policy.

A. Bringing a Complaint

Any employee of the City of Prospect Heights, who believes that there has been a violation of this policy, may bring the matter to the attention of the City Administrator in one of the following ways:

1. Advising his or her supervisor; or
2. Advising the offending employee's supervisor, the City Administrator or the City Clerk in the event that the alleged harasser is the City Attorney.

If the complaint involves someone in the employee's direct line of command, then the employee should go directly to the City Administrator.

The complaint should be presented as promptly as possible after the alleged violation of this policy occurs.

B. Resolution of a Complaint

Promptly after a complaint is submitted, the City of Prospect Heights will undertake such investigation, corrective and preventive actions as are appropriate. In general, the procedure in resolving any complaints can (but will not necessarily) include any of the following items:

1. A meeting between the employee making the complaint and an individual designated by the City of Prospect Heights to investigate such complaints. Important data to be provided by the complaining employee includes the following:

- a. A description of the specific offensive conduct;
- b. Identification of all person(s) who engaged in the conduct;
- c. The location where the conduct occurred;
- d. The time when the conduct occurred;
- e. Whether there were any witnesses to the conduct;
- f. Whether conduct of a similar nature has occurred on prior occasions;
- g. Whether there are any documents which would support the complaining employee's allegations;
- h. What impact the conduct had on the complaining employee.

- 2. While not required, City of Prospect Heights encourages anyone who makes a complaint under this policy to provide a written statement setting forth the above details and attaching any pertinent records.
- 3. After a written statement of complaint is submitted by the employee, the alleged offending individual should be contacted by a designated representative of the City of Prospect Heights. The alleged offending individual should be advised of the charges brought against him or her, and may be provided with a copy of the written statement of complaint made by the complaining employee. The alleged offending individual should have an opportunity to fully explain his or her side of the circumstances, and may also submit a written statement, if desired.
- 4. After the alleged offending individual is interviewed, any witnesses identified by either the complaining employee or the alleged offending individual may be interviewed separately.
- 5. Once this investigation is completed, the City of Prospect Heights will take such action as is appropriate based upon the information obtained in the investigation. In the event that the City of Prospect Heights finds merit in the charges made by

the complaining employee, disciplinary action will be taken against the offending employee. This disciplinary action may, but need not necessarily, include:

- a. Verbal or written reprimand;
 - b. Placing the offending employee on a corrective action plan for a period of time to be identified;
 - c. Delay in pay increases or promotions;
 - d. Suspending the offending employee from work without pay;
 - e. Demotion;
 - f. Immediate termination.
6. Upon completion of the investigation, the City of Prospect Heights will advise the complaining employee of the results of the investigation, including action taken, if any, against the offending individual.

When investigating alleged violations of this policy, the City of Prospect Heights looks at the whole record including, but not limited to, the nature of the allegations, the context in which the alleged incidents occurred, and the statements of the parties and witnesses. A determination on the allegations is made from the facts on a case-by-case basis.

Non-Retaliation

Under no circumstances will there be any retaliation against any employee making a complaint of discrimination, harassment or sexual misconduct. Any act of retaliation by any party directed against a complaining employee, an accused employee, witnesses, or participants in the process will be treated as a separate and distinct charge and will be similarly investigated. Complaints of retaliation should be addressed to the City Administrator or City Clerk.

If you have any questions concerning the City of Prospect Heights's policies on this matter, please see your supervisor or the City Administrator. Further information may also be obtained from the Illinois Department of Human Rights, 312-814-6200, or the Equal Employment Opportunity Commission (EEOC), 800-669-4000 or for matters involving the abuse of minors the Illinois Department of Children and Family Services (DCFS), 800-25-ABUSE.

Please acknowledge receipt and review of this policy by completing the attached acknowledgment and returning it to the Assistant to the City Administrator.

**ACKNOWLEDGMENT OF RECEIPT AND
UNDERSTANDING OF POLICY AGAINST DISCRIMINATION,
HARASSMENT AND SEXUAL MISCONDUCT**

Effective _____ the City of Prospect Heights implemented a Policy against Discrimination, Harassment and Sexual Misconduct.

Remember: It is your responsibility to read, understand, and abide by this policy and procedure, if you have any questions or concerns please speak to your supervisor or the City Administrator. Please sign and date this memo to acknowledge that you have received and understand the policy.

Please respond to the following questions, circle appropriate answer and initial:

Have you read, and do you understand this policy? Yes No Initials: _____

Do you have any questions about this policy? Yes No Initials: _____

Do you know how to file a complaint should you ever have a problem with discrimination harassment, or sexual misconduct or if you see inappropriate behaviors at work? Yes No Initials: _____

If you ever have a problem or concern regarding discrimination, harassment or sexual misconduct in the workplace, please list who within our organization you can address your concerns with: 1) _____
2) _____
3) _____
Initials: _____

Are you aware of any behaviors going on either in our workplace or outside the workplace that may impact the workplace and that are inconsistent with this policy? Yes No Initials: _____

Employee Signature

Date

Please print your name

I certify that the above person has received the Policy against Discrimination, Harassment and Sexual Misconduct and that I have reviewed this checklist with him/her.

Supervisor Signature

Date

L

TO: City Council
FROM: William Balling
SUBJECT: Request for one additional beer and wine license
DATE: April 21, 2015

Council Members,

The Mayor has received a request for an additional beer and wine license from Lola's Pizza in the Prospect Crossing Center and can not process the application without the authority for an additional beer and wine license. The owners contacted the mayor and forwarded through email their inquiry as follows:

"Hi Mayor Helmer,

We wanted to contact you regarding the possibility of applying for a liquor license to serve beer and wine in our restaurant. As our business continues to grow, it has become apparent in talking to customers that there is a need to serve wine and beer at Lola's. Our dinner dine-in business is only doing average sales and I know this is due to the lack of ability for people to buy especially beer. All of the other sit down pizza restaurants in the area serve liquor and I think we need to be able to do the same to compete.

Therefore, I respectfully request that you give us the ability to go forward with our license.

Regards,

Maxine & Bruce Barton"

The Mayor requests consideration for an additional beer and wine license at our April 27, 2015 Council meeting.

APPROVAL OF WARRANTS

M

4/27/2015 COUNCIL MEETING		
<u>Checks</u>		
General Fund	\$	155,685.14
MFT Fund		
Palatine/Milwaukee TIF		178,411.70
Tourism District		
Development Fund		21.00
DEA Fund		300.00
Solid Waste Fund		
S S Area #1		
S S Area #2		
S S Area #3		
S S Area #4		
S S Area #5		200.38
S S Area #8 - Levee Wall #37		
S S Area-Constr#6(Water Main)		
S S Area-Debt#6		
Road Construction		
Road Construction Debt		
Water Fund		2,284.55
Parking Fund		2,254.18
Road/Building Bond Escrow		
TOTAL	\$	339,156.95
<u>Wire Payments</u>		
4/17/15 PAYROLL		118,707.65
4/15/15 POLICE PENSION TRANSFER		265,410.22
4/21/15 POLICE PENSION PAYMENT		27,670.01
Total Warrant	\$	750,944.83

GL Account and Title	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND			
Total GENERAL FUND:	155,685.14	156,255.41	
PALATINE/MILWAUKEE TIF FUND			
Total PALATINE/MILWAUKEE TIF FUND:	178,411.70	178,411.70	
DEVELOPMENT FUND			
Total DEVELOPMENT FUND:	21.00	21.00	
DEA SEIZURE FUND			
Total DEA SEIZURE FUND:	300.00	300.00	
SSA #5			
Total SSA #5:	200.38	200.38	
WATER FUND			
Total WATER FUND:	2,284.55	2,284.55	
PARKING FUND			
Total PARKING FUND:	2,254.18	2,254.18	
Grand Totals:	339,156.95	339,727.22	

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
121 ELEVATOR INCORPORATE	1916	REPAIR DOOR LOCK AT PD	04/12/2015	01-350-5104	350.00	350.00	04/24/2015
Total 121 ELEVATOR INCORPORATED:					350.00	350.00	
AKT-1 INDUSTRIES INC	16924	PW OPERATING SUPPLIES	03/31/2015	01-350-5710	304.80	304.80	04/24/2015
Total AKT-1 INDUSTRIES INC:					304.80	304.80	
AMERICAN WATER WORKS AS	734897	APWA BOOKSTORE ORDER	02/19/2015	01-350-5330	107.50	107.50	04/24/2015
AMERICAN WATER WORKS AS	734897	APWA BOOKSTORE ORDER	02/19/2015	01-350-5330	45.00	45.00	04/24/2015
Total AMERICAN WATER WORKS ASSN:					152.50	152.50	
ANDERSON LOCK COMPANY L	0873510	KEY SUPPLIES	04/16/2015	01-350-5710	37.00	37.00	04/24/2015
Total ANDERSON LOCK COMPANY LTD:					37.00	37.00	
ARAMARK UNIFORM SERVICES	3/31/15	PW CLOTHING	03/31/2015	01-350-5104	244.87	244.87	04/24/2015
Total ARAMARK UNIFORM SERVICES:					244.87	244.87	
ARLINGTON POWER EQUIPME	632688	REPAIR PARTS FOR SNOW BL	04/14/2015	01-350-5730	13.03	13.03	04/24/2015
Total ARLINGTON POWER EQUIPMENT INC:					13.03	13.03	
ARTHUR CLESEN INC	303358	PW OP SUPPLIES	04/14/2015	01-350-5710	303.22	303.22	04/24/2015
ARTHUR CLESEN INC	303611	GRASS SEED	04/20/2015	01-350-5650	49.32	49.32	04/24/2015
Total ARTHUR CLESEN INC:					352.54	352.54	
AT&T	847398608004/	PD FAX #3493	04/10/2015	01-320-5410	37.63	37.63	04/24/2015
AT&T	847398616004/	CH ALARM LINES #5533	04/10/2015	01-320-5410	123.31	123.31	04/24/2015
AT&T	847465118004/	PD SUBSTATION RING DOWN #	04/10/2015	01-320-5410	37.63	37.63	04/24/2015
Total AT&T:					198.57	198.57	
AT&T LONG DISTANCE	4/4/15	LONG DISTANCE STATEMENT	04/04/2015	01-320-5410	15.99	15.99	04/24/2015
Total AT&T LONG DISTANCE:					15.99	15.99	
BEACON SSI, INC.	74443	TOPKAT SOFTWARE	04/17/2015	01-350-5105	238.50	238.50	04/24/2015
Total BEACON SSI, INC.:					238.50	238.50	
BROOKS-ALLAN	0039736	PD BUSINESS CARDS	04/14/2015	01-360-5700	133.06	133.06	04/24/2015
Total BROOKS-ALLAN:					133.06	133.06	
BUILDING IMPRESSIONS	D2150109	DOWN PYMT FOR CUSTOM SIG	04/15/2015	01-320-5721	4,962.50	4,962.50	04/24/2015
Total BUILDING IMPRESSIONS:					4,962.50	4,962.50	
BUSSE CAR WASH	3/31/15 STATE	PD CAR WASHES	03/31/2015	01-360-5321	47.00	47.00	04/24/2015

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total BUSSE CAR WASH:					47.00	47.00	
CHAPPLE DESIGN BUILD	PYMT 05	PW ADDITION	04/16/2015	12-500-7011	178,031.70	178,031.70	04/24/2015
Total CHAPPLE DESIGN BUILD:					178,031.70	178,031.70	
CHICAGO METRO AGENCY FO	68033	ANNUAL DUES	04/16/2015	01-320-5310	155.62	155.62	04/24/2015
Total CHICAGO METRO AGENCY FOR PLANNING:					155.62	155.62	
COMCAST	04/13-05/12/15	PW SERVICE #8066	04/06/2015	01-320-5410	157.35	157.35	04/24/2015
COMCAST	04/16/15-05/15	SERVICE AT METRA STATION	04/09/2015	52-300-5410	157.35	157.35	04/24/2015
COMCAST	04/22-05/21/15	CH SVC #0510	04/15/2015	01-320-5410	262.35	262.35	04/24/2015
Total COMCAST:					577.05	577.05	
COMED I	3/13/15-4/13/1	11 E CAMP MCDONALD SERVIC	04/13/2015	01-320-5410	35.17	35.17	04/24/2015
COMED I	3/17/15-4/15/1	WATER 1823083040	04/15/2015	51-300-5410	31.18	31.18	04/24/2015
Total COMED I:					66.35	66.35	
COMED REAL ESTATE & FACILI	4.15.15	MONTHLY RENT	04/15/2015	52-300-5511	1,505.25	1,505.25	04/24/2015
Total COMED REAL ESTATE & FACILITIES:					1,505.25	1,505.25	
CONSERV FS INC.	2043603-IN	GASOLINE	04/14/2015	01-350-5751	1,482.22	1,482.22	04/24/2015
Total CONSERV FS INC.:					1,482.22	1,482.22	
CONSTELLATION NEWENERGY	0023320917	WATER #0179716002	04/04/2015	51-300-5410	1,284.92	1,284.92	04/24/2015
CONSTELLATION NEWENERGY	0023420871	STRTS #0924068002	04/09/2015	01-350-5411	145.80	145.80	04/24/2015
CONSTELLATION NEWENERGY	0023593533	METRA #2443144010	04/16/2015	52-300-5410	164.54	164.54	04/24/2015
CONSTELLATION NEWENERGY	0023593536	METRA #4311102006	04/16/2015	52-300-5410	240.91	240.91	04/24/2015
CONSTELLATION NEWENERGY	0023593809	SSA#5 #3963129118	04/16/2015	25-300-5050	200.38	200.38	04/24/2015
CONSTELLATION NEWENERGY	0023593862	METRA #4311103003	04/16/2015	52-300-5410	186.13	186.13	04/24/2015
Total CONSTELLATION NEWENERGY INC.:					2,222.68	2,222.68	
CYNTHIA LA MANTIA	APRIL 20, 201	COURT REPORTER SRVCS	04/20/2015	01-320-5122	280.00	280.00	04/24/2015
Total CYNTHIA LA MANTIA:					280.00	280.00	
DEKIND COMPUTER CONSULT	17554	TRIP CHARGES 1/15	02/03/2015	01-320-5130	90.00	90.00	04/24/2015
Total DEKIND COMPUTER CONSULTANTS:					90.00	90.00	
DIMITRA KANE	INFINITI STICK	VEHICLE STICKER REFUND	04/06/2015	01-380-5970	70.00	70.00	04/24/2015
Total DIMITRA KANE:					70.00	70.00	
DURON, JESUS	4/14/15-4/16/1	PD TRAINING REIMBURSEMEN	04/19/2015	01-360-5330	29.69	29.69	04/24/2015
Total DURON, JESUS:					29.69	29.69	
EVAN OLSON	4/21/15	VEHICLE STICKER REFUND	04/21/2015	01-380-5970	30.00	30.00	04/24/2015

CITY OF PROSPECT HEIGHTS

Payment Approval Report - By Vendor
Report dates: 4/14/2015-4/28/2015Page: 3
Apr 24, 2015 09:10AM

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total EVAN OLSON:					30.00	30.00	
FASTSIGNS - ARLINGTON HEIG	447-20507	PRAIRIE SIGNAGE	04/06/2015	01-390-5916	340.00	340.00	04/24/2015
Total FASTSIGNS - ARLINGTON HEIGHTS:					340.00	340.00	
GALLS, LLC	003355160	PD CLOTHING	04/07/2015	01-360-5741	58.94	58.94	04/24/2015
Total GALLS, LLC:					58.94	58.94	
GE CAPITAL	62507087	KONICA COPIER AT CH	04/05/2015	01-320-5220	1,010.38	1,010.38	04/24/2015
Total GE CAPITAL:					1,010.38	1,010.38	
GLOVENSAFETY	22462	LATEX GLOVES FOR PD	04/09/2015	01-360-5700	544.45	544.45	04/24/2015
Total GLOVENSAFETY:					544.45	544.45	
GRAINGER INC.	9708448221	PW OPERATING SUPPLIES	04/06/2015	01-350-5710	91.00	91.00	04/24/2015
GRAINGER INC.	9710787723	PW OPERATING SUPPLIES	04/08/2015	01-350-5710	652.00	652.00	04/24/2015
Total GRAINGER INC.:					743.00	743.00	
HBK WATER METER SERVICE I	15-218	WATER METER TESTING	04/16/2015	51-300-5100	237.50	237.50	04/24/2015
Total HBK WATER METER SERVICE INC.:					237.50	237.50	
HD SUPPLY WATERWORKS LT	D771796	PW OPERATING SUPPLIES	04/09/2015	01-350-5710	201.00	201.00	04/24/2015
Total HD SUPPLY WATERWORKS LTD:					201.00	201.00	
IAFSM	42015	MEMBERSHIP RENEWAL FEE	04/20/2015	01-350-5330	25.00	25.00	04/24/2015
Total IAFSM:					25.00	25.00	
ILLINOIS COUNTIES RISK MAN	12/1/13 TO 12/	WORKERS COMPENSATION AU	04/12/2015	01-350-5530	439.24	439.24	04/24/2015
ILLINOIS COUNTIES RISK MAN	12/1/13 TO 12/	WORKERS COMPENSATION AU	04/12/2015	51-300-5530	897.26-	897.26-	04/24/2015
ILLINOIS COUNTIES RISK MAN	12/1/13 TO 12/	WORKERS COMPENSATION AU	04/12/2015	01-360-5530	20,443.61	20,443.61	04/24/2015
ILLINOIS COUNTIES RISK MAN	12/1/13 TO 12/	WORKERS COMPENSATION AU	04/12/2015	01-350-5530	4,943.45	4,943.45	04/24/2015
ILLINOIS COUNTIES RISK MAN	12/1/13 TO 12/	WORKERS COMPENSATION AU	04/12/2015	01-360-5530	681.47-	681.47-	04/24/2015
ILLINOIS COUNTIES RISK MAN	12/1/13 TO 12/	WORKERS COMPENSATION AU	04/12/2015	01-350-5530	833.44	833.44	04/24/2015
ILLINOIS COUNTIES RISK MAN	12/1/13 TO 12/	WORKERS COMPENSATION AU	04/12/2015	01-350-5530	439.66	439.66	04/24/2015
ILLINOIS COUNTIES RISK MAN	12/1/13 TO 12/	WORKERS COMPENSATION AU	04/12/2015	01-350-5530	1,504.93	1,504.93	04/24/2015
ILLINOIS COUNTIES RISK MAN	12/1/13 TO 12/	WORKERS COMPENSATION AU	04/12/2015	01-340-5530	2,264.40	2,264.40	04/24/2015
Total ILLINOIS COUNTIES RISK MANAGEMENT TRUST:					29,290.00	29,290.00	
ILLINOIS SECTION AWWA	200016672	WATER TRAINING JIM/SEAN	04/07/2015	51-300-5330	96.00	96.00	04/24/2015
Total ILLINOIS SECTION AWWA:					96.00	96.00	
IMPACT NETWORKING LLC	488495	PD TONER	04/15/2015	01-360-5700	19.50	19.50	04/24/2015
Total IMPACT NETWORKING LLC:					19.50	19.50	
IUOE LOCAL 150 ADMIN	#150 A 3/20/15	LOCAL 150 ADMIN DUES	03/20/2015	01-000-2050	339.92	339.92	04/24/2015
IUOE LOCAL 150 ADMIN	#150 A 3/6/15	LOCAL 150 ADMIN DUES	03/06/2015	01-000-2050	339.92	339.92	04/24/2015

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
IUOE LOCAL 150 ADMIN	#150 A 4/17/15	LOCAL 150 ADMIN DUES	04/17/2015	01-000-2050	339.92	339.92	04/24/2015
IUOE LOCAL 150 ADMIN	#150 A 4/3/15	LOCAL 150 ADMIN DUES	04/03/2015	01-000-2050	339.92	339.92	04/24/2015
Total IUOE LOCAL 150 ADMIN:					1,359.68	1,359.68	
IUOE LOCAL 150 MEMBERSHIP	#150 M 3/20/15	LOCAL 150 MEMBERSHIP DUE	03/20/2015	01-000-2050	82.39	82.39	04/24/2015
IUOE LOCAL 150 MEMBERSHIP	#150 M 3/6/15	LOCAL 150 MEMBERSHIP DUE	03/06/2015	01-000-2050	82.39	82.39	04/24/2015
IUOE LOCAL 150 MEMBERSHIP	#150 M 4/17/15	LOCAL 150 MEMBERSHIP DUE	04/17/2015	01-000-2050	82.39	82.39	04/24/2015
IUOE LOCAL 150 MEMBERSHIP	#150 M 4/3/15	LOCAL 150 MEMBERSHIP DUE	04/03/2015	01-000-2050	82.39	82.39	04/24/2015
Total IUOE LOCAL 150 MEMBERSHIP:					329.56	329.56	
JOSEPH PAWLICKI	2/9/15-4/18/15	FLEX SPENDING REIMBURSEM	04/18/2015	01-000-2061	86.34	86.34	04/24/2015
Total JOSEPH PAWLICKI:					86.34	86.34	
JUDY'S LETTER & SECRETARIA	0456-15	ENVELOPES/SUPPLIES	04/02/2015	01-320-5700	103.00	103.00	04/24/2015
Total JUDY'S LETTER & SECRETARIAL:					103.00	103.00	
JULIE INC	03/31/2015	2015 QTRLY ASSESSMENT	03/31/2015	01-320-5410	996.24	996.24	04/24/2015
Total JULIE INC:					996.24	996.24	
KALE UNIFORMS INC	IVC9042248	PD CLOTHING	04/10/2015	01-360-5741	141.95	141.95	04/24/2015
Total KALE UNIFORMS INC:					141.95	141.95	
KAREN SCHULTHEIS	3/28/15	LUNCH FOR INTERVIEW SESSI	03/28/2015	01-320-5100	64.71	64.71	04/24/2015
Total KAREN SCHULTHEIS:					64.71	64.71	
KOLBI PIPE MARKER CO	91746	BANNERS FOR COMMUNITY D	04/21/2015	01-310-5100	242.64	242.64	04/24/2015
KOLBI PIPE MARKER CO	91746	BANNERS FOR COMMUNITY D	04/21/2015	01-360-5100	80.88	80.88	04/24/2015
Total KOLBI PIPE MARKER CO:					323.52	323.52	
LANDSCAPE CONCEPTS MANA	80092	TREE REMOVAL/TRIMMING	11/06/2014	01-350-5103	27,844.00	27,844.00	04/24/2015
Total LANDSCAPE CONCEPTS MANAGEMENT:					27,844.00	27,844.00	
LASER TECHNOLOGY INC.	143814 RI	PD EQUIPMENT	04/10/2015	01-360-5610	114.50	114.50	04/24/2015
Total LASER TECHNOLOGY INC.:					114.50	114.50	
LEHMANN-PETERSON CORP	201500010	HUMVEE REPAIR	04/08/2015	01-360-5100	2,851.46	2,851.46	04/24/2015
Total LEHMANN-PETERSON CORP:					2,851.46	2,851.46	
LEXISNEXIS CO.	1290571-2015	MONTHLY ACTIVITY	03/31/2015	01-360-5100	170.74	170.74	04/24/2015
Total LEXISNEXIS CO.:					170.74	170.74	
MADISON NATIONAL LIFE	1167149	LIFE INSURANCE	04/10/2015	01-320-4110	2.24	2.24	04/24/2015
MADISON NATIONAL LIFE	1167149	LIFE INSURANCE	04/10/2015	01-330-4110	3.24	3.24	04/24/2015
MADISON NATIONAL LIFE	1167149	LIFE INSURANCE	04/10/2015	01-340-4110	19.74	19.74	04/24/2015
MADISON NATIONAL LIFE	1167149	LIFE INSURANCE	04/10/2015	01-350-4110	49.45	49.45	04/24/2015
MADISON NATIONAL LIFE	1167149	LIFE INSURANCE	04/10/2015	01-360-4110	219.95	219.95	04/24/2015

CITY OF PROSPECT HEIGHTS

Payment Approval Report - By Vendor
Report dates: 4/14/2015-4/28/2015

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Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
MADISON NATIONAL LIFE	1167149	LIFE INSURANCE	04/10/2015	51-300-4110	11.71	11.71	04/24/2015
Total MADISON NATIONAL LIFE:					306.33	306.33	
MAILBOX PLUS	4/17/15	PD SHIPPING	04/17/2015	01-360-5200	59.81	59.81	04/24/2015
MAILBOX PLUS	4-20-15	PD SHIPPING	04/20/2015	01-360-5200	43.00	43.00	04/24/2015
Total MAILBOX PLUS:					102.81	102.81	
MCHENRY ANALYTICAL WATE	1501601	WTR TESTING	04/08/2015	51-300-5100	37.50	37.50	04/24/2015
Total MCHENRY ANALYTICAL WATER LABORATORY INC.:					37.50	37.50	
MENARDS	54677	PW OPERATING SUPPLIES	04/08/2015	01-350-5710	117.37	117.37	04/24/2015
MENARDS	54683	VEH MTC SUPPLIES	04/08/2015	01-350-5020	19.10	19.10	04/24/2015
Total MENARDS:					136.47	136.47	
METROPOLITAN ALLIANCE OF	#252 03/2015	MAP #252 DUES	03/06/2015	01-000-2052	528.00	528.00	04/24/2015
METROPOLITAN ALLIANCE OF	#252 04/2015	MAP #252 DUES	04/03/2015	01-000-2052	528.00	528.00	04/24/2015
METROPOLITAN ALLIANCE OF	#253 03/2015	MAP #253 DUES	03/06/2015	01-000-2052	165.00	165.00	04/24/2015
METROPOLITAN ALLIANCE OF	#253 04/2015	MAP #253 DUES	04/03/2015	01-000-2052	165.00	165.00	04/24/2015
Total METROPOLITAN ALLIANCE OF POLICE:					1,386.00	1,386.00	
MID CENTRAL WATER WORKS	2015 MEMBER	MEMBERSHIP RENEWAL	04/23/2015	51-300-5330	100.00	100.00	04/24/2015
Total MID CENTRAL WATER WORKS ASSOC.:					100.00	100.00	
MIKE SMITH	3/26/15 & 4/17/	FLEX SPENDING REIMBURSEM	04/22/2015	01-000-2061	2,500.00	2,500.00	04/24/2015
MIKE SMITH	3/30/15-4/10/1	TRAINING REIMBURSEMENT	04/10/2015	01-360-5330	240.21	240.21	04/24/2015
Total MIKE SMITH:					2,740.21	2,740.21	
MPC COMMUNICATIONS & LIG	15-1100	COMPUTER REPAIR	04/13/2015	01-360-5610	52.50	52.50	04/24/2015
Total MPC COMMUNICATIONS & LIGHTING INC:					52.50	52.50	
N SUB EMPL DENTAL BENEFIT	MAY-15	DENTAL & VISION INSURANCE	04/23/2015	01-320-4100	216.00	216.00	04/24/2015
N SUB EMPL DENTAL BENEFIT	MAY-15	DENTAL & VISION INSURANCE	04/23/2015	01-340-4100	399.00	399.00	04/24/2015
N SUB EMPL DENTAL BENEFIT	MAY-15	DENTAL & VISION INSURANCE	04/23/2015	01-360-4100	3,073.25	3,073.25	04/24/2015
N SUB EMPL DENTAL BENEFIT	MAY-15	DENTAL & VISION INSURANCE	04/23/2015	51-300-4100	40.00	40.00	04/24/2015
N SUB EMPL DENTAL BENEFIT	MAY-15	DENTAL & VISION INSURANCE	04/23/2015	01-370-4101	260.00	260.00	04/24/2015
Total N SUB EMPL DENTAL BENEFIT COOP:					3,988.25	3,988.25	
N SUBURBAN EMPL BENEFIT C	MAR-15	MEDICAL INSURANCE EXPENS	04/17/2015	01-320-4100	2,389.50	2,389.50	04/24/2015
N SUBURBAN EMPL BENEFIT C	MAR-15	MEDICAL INSURANCE EXPENS	04/17/2015	01-330-4100	573.50	573.50	04/24/2015
N SUBURBAN EMPL BENEFIT C	MAR-15	MEDICAL INSURANCE EXPENS	04/17/2015	01-340-4100	3,753.50	3,753.50	04/24/2015
N SUBURBAN EMPL BENEFIT C	MAR-15	MEDICAL INSURANCE EXPENS	04/17/2015	01-360-4100	24,762.00	24,762.00	04/24/2015
N SUBURBAN EMPL BENEFIT C	MAR-15	MEDICAL INSURANCE EXPENS	04/17/2015	51-300-4100	266.50	266.50	04/24/2015
Total N SUBURBAN EMPL BENEFIT COOP:					31,745.00	31,745.00	
NICHOLAS J. HELMER	4/14/15 MTG	MILEAGE FOR MEETING	04/14/2015	01-310-5300	35.03	35.03	04/24/2015
Total NICHOLAS J. HELMER:					35.03	35.03	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
NORTH EAST MULTI-REGIONAL	194538	PD TRAINING	04/17/2015	16-300-5330	300.00	300.00	04/24/2015
Total NORTH EAST MULTI-REGIONAL TRAINING INC.:					300.00	300.00	
NORTH SUBURBAN WATER WO	3/1/15-2/28/16	CORPORATE MEMBERSHIP DU	04/20/2015	51-300-5310	110.00	110.00	04/24/2015
Total NORTH SUBURBAN WATER WORKS ASSN:					110.00	110.00	
NORTHWEST ELECTRICAL SUP	17211517	TOOLS FOR SHOP	04/14/2015	01-350-5730	24.65	24.65	04/24/2015
NORTHWEST ELECTRICAL SUP	17211530	PW OPERATING SUPPLIES	04/14/2015	01-350-5710	219.52	219.52	04/24/2015
NORTHWEST ELECTRICAL SUP	17211703	PW OPERATING SUPPLIES	04/15/2015	01-350-5710	19.44	19.44	04/24/2015
Total NORTHWEST ELECTRICAL SUPPLY CO:					263.61	263.61	
NORTHWEST POLICE ACADEM	4/8/15 SEMINA	PD SEMINAR EXPENSE	04/20/2015	01-360-5330	100.00	100.00	04/24/2015
Total NORTHWEST POLICE ACADEMY:					100.00	100.00	
OHANA FARMS, INC.	2927/2	TREE PLANTING	03/15/2015	01-390-5916	715.00	715.00	04/24/2015
Total OHANA FARMS, INC.:					715.00	715.00	
PDC LABORATORIES INC	796169S	WATER TESTING	03/31/2015	51-300-5100	45.00	45.00	04/24/2015
Total PDC LABORATORIES INC:					45.00	45.00	
POMPS TIRE SERVICE INC	280040581	VEHICLE MAINTENANCE	04/06/2015	01-350-5020	478.73	478.73	04/24/2015
Total POMPS TIRE SERVICE INC:					478.73	478.73	
PRO DATA PAYROLL SERVICE	341635	PAYROLL PROCESSING	04/15/2015	01-320-5540	191.00	191.00	04/24/2015
Total PRO DATA PAYROLL SERVICES INC.:					191.00	191.00	
RAY O'HERRON CO INC	1520035-IN	PD CLOTHING	04/10/2015	01-360-5741	686.75	686.75	04/24/2015
Total RAY O'HERRON CO INC:					686.75	686.75	
READY PRESS LLC	75427	BUSINESS CARDS	04/08/2015	01-320-5700	35.00	35.00	04/24/2015
Total READY PRESS LLC:					35.00	35.00	
RENEWAL BY ANDERSON	4/13/15	SOLICITOR REQUEST REFUND	04/13/2015	01-380-5970	300.00	300.00	04/24/2015
Total RENEWAL BY ANDERSON:					300.00	300.00	
RICHARD TIBBITS	4/15/15	AV ROOM EQUIPMENT	04/15/2015	01-310-7020	660.30	660.30	04/24/2015
Total RICHARD TIBBITS:					660.30	660.30	
ROBERT W HENDRICKSEN CO	2015 029	STORM DEBRIS REMOVAL	04/17/2015	01-350-5103	4,035.00	4,035.00	04/24/2015
Total ROBERT W HENDRICKSEN CO:					4,035.00	4,035.00	
SAFEBUILT INC.	0019705-IN	PLUMBING INSPECTIONS	03/31/2015	01-340-5100	448.50	448.50	04/24/2015
Total SAFEBUILT INC.:					448.50	448.50	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
SANTO SALES INC.	03-15JS	CONTRACTUAL SERVICES 3/15	03/31/2015	01-360-5100	812.50	812.50	04/24/2015
Total SANTO SALES INC.:					812.50	812.50	
SCHOLARSHIP ASSISTANCE F	4/18/15 EVENT	DOLLARS FOR SCHOLARS ANN	04/18/2015	01-320-5100	120.00	120.00	04/17/2015
Total SCHOLARSHIP ASSISTANCE FUND:					120.00	120.00	
SHERWIN INDUSTRIES INC	SS059638	PW BARRICADES	04/15/2015	01-350-5710	1,047.00	1,047.00	04/24/2015
SHERWIN INDUSTRIES INC	SS059639	PW BARRICADES	04/15/2015	01-350-5710	710.00	710.00	04/24/2015
Total SHERWIN INDUSTRIES INC:					1,757.00	1,757.00	
STEVE CUTAIA	APWA TRAINI	APWA TRAINING REIMBURSEM	04/17/2015	01-350-5330	549.96	549.96	04/24/2015
Total STEVE CUTAIA:					549.96	549.96	
TASER INTERNATIONAL	SI1395714	TASER EQUIPMENT	04/08/2015	01-360-5610	1,025.66	1,025.66	04/24/2015
Total TASER INTERNATIONAL:					1,025.66	1,025.66	
THOMPSON ELEVATOR INSPE	15-1159	ELEVATOR ANNUAL RE-INSPE	04/10/2015	01-340-5100	172.00	172.00	04/24/2015
Total THOMPSON ELEVATOR INSPECT SVC, INC.:					172.00	172.00	
TRESSLER LLP	355938	GENERAL LEGAL MATTERS	04/10/2015	01-320-5120	5,649.00	5,649.00	04/24/2015
TRESSLER LLP	355938	EMPLOYEE DISABILITY	04/10/2015	01-320-5123	4,053.00	4,053.00	04/24/2015
TRESSLER LLP	355938	SALE 31/33	04/10/2015	14-300-5100	21.00	21.00	04/24/2015
TRESSLER LLP	355938	PALATINE/MILWAUKEE TIF DEV	04/10/2015	12-300-5100	84.00	84.00	04/24/2015
Total TRESSLER LLP:					9,807.00	9,807.00	
VERIZON WIRELESS	9736689654	PD AIRCARDS	01/10/2015	01-360-5610	570.27	.00	
VERIZON WIRELESS	9743774284	PD AIRCARDS	04/10/2015	01-360-5610	570.52	570.52	04/24/2015
Total VERIZON WIRELESS:					.25	570.52	
VILLAGE OF MOUNT PROSPEC	4/15/15	WATER USAGE #3288-001	04/15/2015	51-300-5412	525.42	525.42	04/24/2015
VILLAGE OF MOUNT PROSPEC	4-15-15	WATER USAGE #3287-001	04/15/2015	51-300-5412	100.08	100.08	04/24/2015
Total VILLAGE OF MOUNT PROSPECT:					625.50	625.50	
WAREHOUSE DIRECT OFFICE	2666682-0	CH OFFICE SUPPLIES	04/14/2015	01-320-5700	32.76	32.76	04/24/2015
WAREHOUSE DIRECT OFFICE	2669400-0	BATHROOM SUPPLIES	04/16/2015	01-350-5710	215.00	215.00	04/24/2015
Total WAREHOUSE DIRECT OFFICE PROD INC.:					247.76	247.76	
WRB, LLC	15-12	GENERAL PROFESSIONAL SER	04/20/2015	01-320-5100	14,208.00	14,208.00	04/24/2015
WRB, LLC	15-12	WATER PROFESSIONAL SERVI	04/20/2015	51-300-5100	296.00	296.00	04/24/2015
WRB, LLC	15-12	PW ADDITION	04/20/2015	12-300-5100	296.00	296.00	04/24/2015
Total WRB, LLC:					14,800.00	14,800.00	
XTIVITY SOLUTIONS INC.	328	MONTHLY VOIP SERVICE 2/15	04/01/2015	01-320-5410	1,697.94	1,697.94	04/24/2015
Total XTIVITY SOLUTIONS INC.:					1,697.94	1,697.94	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Grand Totals:					339,156.95	339,727.22	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

CITY OF PROSPECT HEIGHTS

City of Prospect Heights Council Meeting

Report dates: 4/14/2015-4/28/2015

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GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND							
01-000-2050 W/H LOCAL 150 UNION	IJOE LOCAL 150 ADMIN	#150 A 3/20/15	LOCAL 150 ADMIN DUES	03/20/2015	339.92	339.92	04/24/2015
01-000-2050 W/H LOCAL 150 UNION	IJOE LOCAL 150 ADMIN	#150 A 3/6/15	LOCAL 150 ADMIN DUES	03/06/2015	339.92	339.92	04/24/2015
01-000-2050 W/H LOCAL 150 UNION	IJOE LOCAL 150 ADMIN	#150 A 4/17/15	LOCAL 150 ADMIN DUES	04/17/2015	339.92	339.92	04/24/2015
01-000-2050 W/H LOCAL 150 UNION	IJOE LOCAL 150 ADMIN	#150 A 4/3/15	LOCAL 150 ADMIN DUES	04/03/2015	339.92	339.92	04/24/2015
01-000-2050 W/H LOCAL 150 UNION	IJOE LOCAL 150 MEMBERSHIP	#150 M 3/20/15	LOCAL 150 MEMBERSHIP DUE	03/20/2015	82.39	82.39	04/24/2015
01-000-2050 W/H LOCAL 150 UNION	IJOE LOCAL 150 MEMBERSHIP	#150 M 3/6/15	LOCAL 150 MEMBERSHIP DUE	03/06/2015	82.39	82.39	04/24/2015
01-000-2050 W/H LOCAL 150 UNION	IJOE LOCAL 150 MEMBERSHIP	#150 M 4/17/15	LOCAL 150 MEMBERSHIP DUE	04/17/2015	82.39	82.39	04/24/2015
01-000-2052 WITHHOLDING POLICE U	METROPOLITAN ALLIANCE OF	#252 03/2015	MAP #252 DUES	04/03/2015	528.00	528.00	04/24/2015
01-000-2052 WITHHOLDING POLICE U	METROPOLITAN ALLIANCE OF	#253 03/2015	MAP #253 DUES	03/06/2015	165.00	165.00	04/24/2015
01-000-2052 WITHHOLDING POLICE U	METROPOLITAN ALLIANCE OF	#253 04/2015	MAP #253 DUES	04/03/2015	165.00	165.00	04/24/2015
01-000-2061 WITHHOLDING FLEX ME	JOSEPH PAWLICKI	2/9/15-4/18/15	FLEX SPENDING REIMBURSEM	04/18/2015	86.34	86.34	04/24/2015
01-000-2061 WITHHOLDING FLEX ME	MIKE SMITH	3/26/15 & 4/17/	FLEX SPENDING REIMBURSEM	04/22/2015	2,500.00	2,500.00	04/24/2015
Total :					5,661.58	5,661.58	
CITY COUNCIL & BOARDS							
01-310-5100 PROFESSIONAL SERVIC	KOLBI PIPE MARKER CO	91746	BANNERS FOR COMMUNITY D	04/21/2015	242.64	242.64	04/24/2015
01-310-5300 ALDERMANIC EXPENSE	NICHOLAS J. HELMER	4/14/15 MTG	MILEAGE FOR MEETING	04/14/2015	35.03	35.03	04/24/2015
01-310-7020 EQUIPMENT	RICHARD TIBBITS	4/15/15	AV ROOM EQUIPMENT	04/15/2015	660.30	660.30	04/24/2015
Total CITY COUNCIL & BOARDS:					937.97	937.97	
ADMINISTRATION							
01-320-4100 HEALTH INSURANCE	N SUB EMPL DENTAL BENEFIT	MAY-15	DENTAL & VISION INSURANCE	04/23/2015	216.00	216.00	04/24/2015
01-320-4100 HEALTH INSURANCE	N SUBURBAN EMPL BENEFIT C	MAR-15	MEDICAL INSURANCE EXPENS	04/17/2015	2,389.50	2,389.50	04/24/2015
01-320-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1167149	LIFE INSURANCE	04/10/2015	2.24	2.24	04/24/2015
01-320-5100 PROFESSIONAL SERVIC	KAREN SCHULTHEIS	3/28/15	LUNCH FOR INTERVIEW SESSI	03/28/2015	64.71	64.71	04/24/2015
01-320-5100 PROFESSIONAL SERVIC	SCHOLARSHIP ASSISTANCE F	4/18/15 EVENT	DOLLARS FOR SCHOLARS ANN	04/18/2015	120.00	120.00	04/17/2015
01-320-5120 CITY ATTORNEY	WRB, LLC	15-12	GENERAL PROFESSIONAL SER	04/20/2015	14,208.00	14,208.00	04/24/2015
01-320-5122 CITY PROSECUTOR	TRESSLER LLP	355938	GENERAL LEGAL MATTERS	04/10/2015	5,649.00	5,649.00	04/24/2015
01-320-5123 LABOR ATTORNEY	CYNTHIA LA MANTIA	APRIL 20, 201	COURT REPORTER SRVCS	04/20/2015	280.00	280.00	04/24/2015
01-320-5130 COMPUTER CONSULTA	TRESSLER LLP	355938	EMPLOYEE DISABILITY	04/10/2015	4,053.00	4,053.00	04/24/2015
01-320-5220 PHOTOCOPY	DEKIND COMPUTER CONSULT	17554	TRIP CHARGES 1/15	02/03/2015	90.00	90.00	04/24/2015
01-320-5310 MEMBERSHIPS	GE CAPITAL	62507087	KONICA COPIER AT CH	04/05/2015	1,010.38	1,010.38	04/24/2015
01-320-5410 UTILITIES	CHICAGO METRO AGENCY FO	68033	ANNUAL DUES	04/16/2015	155.62	155.62	04/24/2015
01-320-5410 UTILITIES	AT&T	847398608004/	PD FAX #3493	04/10/2015	37.63	37.63	04/24/2015
01-320-5410 UTILITIES	AT&T	847398616004/	CH ALARM LINES #5533	04/10/2015	123.31	123.31	04/24/2015

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01-320-5410 UTILITIES	AT&T	847465118004/	PD SUBSTATION RING DOWN #	04/10/2015	37.63	37.63	04/24/2015
01-320-5410 UTILITIES	AT&T LONG DISTANCE	4/4/15	LONG DISTANCE STATEMENT	04/04/2015	15.99	15.99	04/24/2015
01-320-5410 UTILITIES	COMCAST	04/13-05/12/15	PW SERVICE #8066	04/06/2015	157.35	157.35	04/24/2015
01-320-5410 UTILITIES	COMCAST	04/22-05/21/15	CH SVC #0510	04/15/2015	262.35	262.35	04/24/2015
01-320-5410 UTILITIES	COMED I	3/13/15-4/13/1	11 E CAMP MCDONALD SERVIC	04/13/2015	35.17	35.17	04/24/2015
01-320-5410 UTILITIES	JULIE INC	03/31/2015	2015 QTRLY ASSESSMENT	03/31/2015	996.24	996.24	04/24/2015
01-320-5410 UTILITIES	XTIVITY SOLUTIONS INC.	328	MONTHLY VOIP SERVICE 2115	04/01/2015	1,697.94	1,697.94	04/24/2015
01-320-5540 PAYROLL SERVICE FEE	PRO DATA PAYROLL SERVICE	341635	PAYROLL PROCESSING	04/15/2015	191.00	191.00	04/24/2015
01-320-5700 OFFICE SUPPLIES	JUDY'S LETTER & SECRETARIA	0456-15	ENVELOPES/SUPPLIES	04/02/2015	103.00	103.00	04/24/2015
01-320-5700 OFFICE SUPPLIES	READY PRESS LLC	75427	BUSINESS CARDS	04/08/2015	35.00	35.00	04/24/2015
01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	2666682-0	CH OFFICE SUPPLIES	04/14/2015	32.76	32.76	04/24/2015
01-320-5721 SIGNS	BUILDING IMPRESSIONS	D2150109	DOWN PYMT FOR CUSTOM SIG	04/15/2015	4,962.50	4,962.50	04/24/2015
Total ADMINISTRATION:					36,926.32	36,926.32	
ENGINEERING							
01-330-4100 HEALTH INSURANCE	N SUBURBAN EMPL BENEFIT C	MAR-15	MEDICAL INSURANCE EXPENS	04/17/2015	573.50	573.50	04/24/2015
01-330-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1167149	LIFE INSURANCE	04/10/2015	3.24	3.24	04/24/2015
Total ENGINEERING:					576.74	576.74	
BUILDING DEPARTMENT							
01-340-4100 HEALTH INSURANCE	N SUB EMPL DENTAL BENEFIT	MAY-15	DENTAL & VISION INSURANCE	04/23/2015	399.00	399.00	04/24/2015
01-340-4100 HEALTH INSURANCE	N SUBURBAN EMPL BENEFIT C	MAR-15	MEDICAL INSURANCE EXPENS	04/17/2015	3,753.50	3,753.50	04/24/2015
01-340-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1167149	LIFE INSURANCE	04/10/2015	19.74	19.74	04/24/2015
01-340-5100 PROFESSIONAL SERVIC	SAFEBUILT INC.	0019705-IN	PLUMBING INSPECTIONS	03/31/2015	448.50	448.50	04/24/2015
01-340-5100 PROFESSIONAL SERVIC	THOMPSON ELEVATOR INSPE	15-1159	ELEVATOR ANNUAL RE-INSPE	04/10/2015	172.00	172.00	04/24/2015
01-340-5530 WORKERS COMPENSATI	ILLINOIS COUNTIES RISK MAN	12/1/13 TO 12/	WORKERS COMPENSATION AU	04/12/2015	2,264.40	2,264.40	04/24/2015
Total BUILDING DEPARTMENT:					7,057.14	7,057.14	
PUBLIC WORKS							
01-350-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1167149	LIFE INSURANCE	04/10/2015	49.45	49.45	04/24/2015
01-350-5020 VEHICLE MAINTENANCE	MENARDS	54683	VEH MTC SUPPLIES	04/08/2015	19.10	19.10	04/24/2015
01-350-5020 VEHICLE MAINTENANCE	POMPS TIRE SERVICE INC	280040581	VEHICLE MAINTENANCE	04/06/2015	478.73	478.73	04/24/2015
01-350-5103 PROF SERVICES - FORE	LANDSCAPE CONCEPTS MANA	80092	TREE REMOVAL/TRIMMING	11/06/2014	27,844.00	27,844.00	04/24/2015
01-350-5103 PROF SERVICES - FORE	ROBERT W HENDRICKSEN CO	2015 029	STORM DEBRIS REMOVAL	04/17/2015	4,035.00	4,035.00	04/24/2015
01-350-5104 PROF SERVICES - BUILD	121 ELEVATOR INCORPORATE	1916	REPAIR DOOR LOCK AT PD	04/12/2015	350.00	350.00	04/24/2015
01-350-5104 PROF SERVICES - BUILD	ARAMARK UNIFORM SERVICES	3/31/15	PW CLOTHING	03/31/2015	244.87	244.87	04/24/2015
01-350-5105 PROF SERVICES - VEHIC	BEACON SSI, INC.	74443	TOPKAT SOFTWARE	04/17/2015	238.50	238.50	04/24/2015
01-350-5330 TRAINING	AMERICAN WATER WORKS AS	734897	APWA BOOKSTORE ORDER	02/19/2015	107.50	107.50	04/24/2015

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01-350-5330 TRAINING	AMERICAN WATER WORKS AS	734897	APWA BOOKSTORE ORDER	02/19/2015	45.00	45.00	04/24/2015
01-350-5330 TRAINING	IAFSM	42015	MEMBERSHIP RENEWAL FEE	04/20/2015	25.00	25.00	04/24/2015
01-350-5330 TRAINING	STEVE CUTLA	APWA TRAINI	APWA TRAINING REIMBURSEM	04/17/2015	549.96	549.96	04/24/2015
01-350-5411 WATER AND ELECTRIC	CONSTELLATION NEWENERGY	0023420871	STRTS #0924068002	04/09/2015	145.80	145.80	04/24/2015
01-350-5530 WORKERS COMPENSATI	ILLINOIS COUNTIES RISK MAN	12/11/13 TO 12/	WORKERS COMPENSATION AU	04/12/2015	439.24	439.24	04/24/2015
01-350-5530 WORKERS COMPENSATI	ILLINOIS COUNTIES RISK MAN	12/11/13 TO 12/	WORKERS COMPENSATION AU	04/12/2015	4,943.45	4,943.45	04/24/2015
01-350-5530 WORKERS COMPENSATI	ILLINOIS COUNTIES RISK MAN	12/11/13 TO 12/	WORKERS COMPENSATION AU	04/12/2015	833.44	833.44	04/24/2015
01-350-5530 WORKERS COMPENSATI	ILLINOIS COUNTIES RISK MAN	12/11/13 TO 12/	WORKERS COMPENSATION AU	04/12/2015	439.66	439.66	04/24/2015
01-350-5650 LANDSCAPE SUPPLIES	ARTHUR CLESEN INC	12/11/13 TO 12/	WORKERS COMPENSATION AU	04/12/2015	1,504.93	1,504.93	04/24/2015
01-350-5710 OPERATING SUPPLIES	ARTHUR CLESEN INC	303611	GRASS SEED	04/20/2015	49.32	49.32	04/24/2015
01-350-5710 OPERATING SUPPLIES	ANDERSON LOCK COMPANY L	16924	PW OPERATING SUPPLIES	03/31/2015	304.80	304.80	04/24/2015
01-350-5710 OPERATING SUPPLIES	ARTHUR CLESEN INC	0873510	KEY SUPPLIES	04/16/2015	37.00	37.00	04/24/2015
01-350-5710 OPERATING SUPPLIES	GRAINGER INC.	303358	PW OP SUPPLIES	04/14/2015	303.22	303.22	04/24/2015
01-350-5710 OPERATING SUPPLIES	GRAINGER INC.	9708448221	PW OPERATING SUPPLIES	04/06/2015	91.00	91.00	04/24/2015
01-350-5710 OPERATING SUPPLIES	HD SUPPLY WATERWORKS LT	9710787723	PW OPERATING SUPPLIES	04/08/2015	652.00	652.00	04/24/2015
01-350-5710 OPERATING SUPPLIES	HD SUPPLY WATERWORKS LT	D771796	PW OPERATING SUPPLIES	04/09/2015	201.00	201.00	04/24/2015
01-350-5710 OPERATING SUPPLIES	MEMARDS	54677	PW OPERATING SUPPLIES	04/08/2015	117.37	117.37	04/24/2015
01-350-5710 OPERATING SUPPLIES	NORTHWEST ELECTRICAL SUP	17211530	PW OPERATING SUPPLIES	04/14/2015	219.52	219.52	04/24/2015
01-350-5710 OPERATING SUPPLIES	NORTHWEST ELECTRICAL SUP	17211703	PW OPERATING SUPPLIES	04/15/2015	19.44	19.44	04/24/2015
01-350-5710 OPERATING SUPPLIES	SHERWIN INDUSTRIES INC	SS059638	PW BARRICADES	04/15/2015	1,047.00	1,047.00	04/24/2015
01-350-5710 OPERATING SUPPLIES	SHERWIN INDUSTRIES INC	SS059639	PW BARRICADES	04/15/2015	710.00	710.00	04/24/2015
01-350-5710 OPERATING SUPPLIES	WAREHOUSE DIRECT OFFICE	2669400-0	BATHROOM SUPPLIES	04/16/2015	215.00	215.00	04/24/2015
01-350-5730 TOOLS	ARLINGTON POWER EQUIPME	632688	REPAIR PARTS FOR SNOW BL	04/14/2015	13.03	13.03	04/24/2015
01-350-5730 TOOLS	NORTHWEST ELECTRICAL SUP	17211517	TOOLS FOR SHOP	04/14/2015	24.65	24.65	04/24/2015
01-350-5751 GASOLINE	CONSERV FS INC.	2043603-IN	GASOLINE	04/14/2015	1,482.22	1,482.22	04/24/2015
Total PUBLIC WORKS:					47,780.20	47,780.20	
PUBLIC SAFETY							
01-360-4100 HEALTH INSURANCE	N SUB EMPL DENTAL BENEFIT	MAY-15	DENTAL & VISION INSURANCE	04/23/2015	3,073.25	3,073.25	04/24/2015
01-360-4100 HEALTH INSURANCE	N SUBURBAN EMPL BENEFIT C	MAR-15	MEDICAL INSURANCE EXPENS	04/17/2015	24,762.00	24,762.00	04/24/2015
01-360-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1167149	LIFE INSURANCE	04/10/2015	219.95	219.95	04/24/2015
01-360-5100 PROFESSIONAL SERVIC	KOLBI PIPE MARKER CO	91746	BANNERS FOR COMMUNITY D	04/21/2015	80.88	80.88	04/24/2015
01-360-5100 PROFESSIONAL SERVIC	LEHMANN-PETERSON CORP	201500010	HUMVEE REPAIR	04/08/2015	2,851.46	2,851.46	04/24/2015
01-360-5100 PROFESSIONAL SERVIC	LEXISNEXIS CO.	1290571-2015	MONTHLY ACTIVITY	03/31/2015	170.74	170.74	04/24/2015
01-360-5200 POSTAGE	SANTO SALES INC.	03-15JS	CONTRACTUAL SERVICES 3/15	03/31/2015	812.50	812.50	04/24/2015
01-360-5200 POSTAGE	MAILBOX PLUS	4/17/15	PD SHIPPING	04/17/2015	59.81	59.81	04/24/2015
01-360-5321 AUTO EXPENSE	MAILBOX PLUS	4-20-15	PD SHIPPING	04/20/2015	43.00	43.00	04/24/2015
01-360-5330 TRAINING	BUSSE CAR WASH	3/31/15 STATE	PD CAR WASHES	03/31/2015	47.00	47.00	04/24/2015
01-360-5330 TRAINING	DURON, JESUS	4/14/15-4/16/1	PD TRAINING REIMBURSEMEN	04/19/2015	29.69	29.69	04/24/2015
01-360-5330 TRAINING	MIKE SMITH	3/30/15-4/10/1	TRAINING REIMBURSEMENT	04/10/2015	240.21	240.21	04/24/2015

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01-360-5330 TRAINING	NORTHWEST POLICE ACADEM	4/8/15 SEMINA	PD SEMINAR EXPENSE	04/20/2015	100.00	100.00	04/24/2015
01-360-5530 WORKERS COMPENSATI	ILLINOIS COUNTIES RISK MAN	12/1/13 TO 12/	WORKERS COMPENSATION AU	04/12/2015	20,443.61	20,443.61	04/24/2015
01-360-5530 WORKERS COMPENSATI	ILLINOIS COUNTIES RISK MAN	12/1/13 TO 12/	WORKERS COMPENSATION AU	04/12/2015	681.47-	681.47-	04/24/2015
01-360-5610 EQUIPMENT MAINTENA	LASER TECHNOLOGY INC.	143814 RI	PD EQUIPMENT	04/10/2015	114.50	114.50	04/24/2015
01-360-5610 EQUIPMENT MAINTENA	MPC COMMUNICATIONS & LIG	15-1100	COMPUTER REPAIR	04/13/2015	52.50	52.50	04/24/2015
01-360-5610 EQUIPMENT MAINTENA	TASER INTERNATIONAL	S11395714	TASER EQUIPMENT	04/08/2015	1,025.66	1,025.66	04/24/2015
01-360-5610 EQUIPMENT MAINTENA	VERIZON WIRELESS	9738689654	PD AIRCARDS	01/10/2015	570.27-	.00	04/24/2015
01-360-5700 OFFICE SUPPLIES	VERIZON WIRELESS	9743774284	PD AIRCARDS	04/10/2015	570.52	570.52	04/24/2015
01-360-5700 OFFICE SUPPLIES	BROOKS-ALLAN	0039736	PD BUSINESS CARDS	04/14/2015	133.06	133.06	04/24/2015
01-360-5700 OFFICE SUPPLIES	GLOVENSAFETY	22462	LATEX GLOVES FOR PD	04/09/2015	544.45	544.45	04/24/2015
01-360-5741 CLOTHING	IMPACT NETWORKING LLC	488495	PD TONER	04/15/2015	19.50	19.50	04/24/2015
01-360-5741 CLOTHING	GALLS, LLC	003355160	PD CLOTHING	04/07/2015	58.94	58.94	04/24/2015
01-360-5741 CLOTHING	KALE UNIFORMS INC	IVC9042248	PD CLOTHING	04/10/2015	141.95	141.95	04/24/2015
01-360-5741 CLOTHING	RAY O'HERRON CO INC	1520035-IN	PD CLOTHING	04/10/2015	686.75	686.75	04/24/2015
Total PUBLIC SAFETY:					55,030.19	55,600.46	
REIMBURSABLE EXP							
01-370-4101 RETIREE HEALTH INSUR	N SUB EMPL DENTAL BENEFIT	MAY-15	DENTAL & VISION INSURANCE	04/23/2015	260.00	260.00	04/24/2015
Total REIMBURSABLE EXP:					260.00	260.00	
OTHER EXPENSES							
01-380-5970 REFUNDS	DIMITRA KANE	INFINITI STICK	VEHICLE STICKER REFUND	04/06/2015	70.00	70.00	04/24/2015
01-380-5970 REFUNDS	EVAN OLSON	4/21/15	VEHICLE STICKER REFUND	04/21/2015	30.00	30.00	04/24/2015
01-380-5970 REFUNDS	RENEWAL BY ANDERSON	4/13/15	SOLICITOR REQUEST REFUND	04/13/2015	300.00	300.00	04/24/2015
Total OTHER EXPENSES:					400.00	400.00	
GRANTS							
01-390-5916 GRANT - GREEN REGIO	FASTSIGNS - ARLINGTON HEIG	447-20507	PRAIRIE SIGNAGE	04/06/2015	340.00	340.00	04/24/2015
01-390-5916 GRANT - GREEN REGIO	OHANA FARMS, INC.	292712	TREE PLANTING	03/15/2015	715.00	715.00	04/24/2015
Total GRANTS:					1,055.00	1,055.00	
Total GENERAL FUND:					155,685.14	156,255.41	

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PALATINE/MILWAUKEE TIF FUND							
EXPENSES							
12-300-5100 PROFESSIONAL SERVIC	TRESSLER LLP	355938	PALATINE/MILWAUKEE TIF DEV	04/10/2015	84.00	84.00	04/24/2015
12-300-5100 PROFESSIONAL SERVIC	WRB, LLC	15-12	PW ADDITION	04/20/2015	296.00	296.00	04/24/2015
Total EXPENSES:					380.00	380.00	
12-500-7011 BUILDING IMPROVEMEN	CHAPPLE DESIGN BUILD	PYMT 05	PW ADDITION	04/16/2015	178,031.70	178,031.70	04/24/2015
Total :					178,031.70	178,031.70	
Total PALATINE/MILWAUKEE TIF FUND:					178,411.70	178,411.70	

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DEVELOPMENT FUND							
EXPENSES							
14-300-5100 PROFESSIONAL SERVICE	TRESSLER LLP	355938	SALE 31/33	04/10/2015	21.00	21.00	04/24/2015
Total EXPENSES:					21.00	21.00	
Total DEVELOPMENT FUND:					21.00	21.00	

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DEA SEIZURE FUND EXPENSES 16-300-5330 TRAINING	NORTH EAST MULTI-REGIONAL	194538	PD TRAINING	04/17/2015	300.00	300.00	04/24/2015
Total EXPENSES:					300.00	300.00	
Total DEA SEIZURE FUND:					300.00	300.00	

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SSA #5 EXPENSES 25-300-5050 SYSTEM MAINTENANCE	CONSTELLATION NEWENERGY	0023593809	SSA#5 #3963129118	04/16/2015	200.38	200.38	04/24/2015
Total EXPENSES:					200.38	200.38	
Total SSA #5:					200.38	200.38	

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WATER FUND							
EXPENSES							
51-300-4100 HEALTH INSURANCE	N SUB EMPL DENTAL BENEFIT	MAY-15	DENTAL & VISION INSURANCE	04/23/2015	40.00	40.00	04/24/2015
51-300-4100 HEALTH INSURANCE	N SUBURBAN EMPL BENEFIT C	MAR-15	MEDICAL INSURANCE EXPENS	04/17/2015	266.50	266.50	04/24/2015
51-300-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1167149	LIFE INSURANCE	04/10/2015	11.71	11.71	04/24/2015
51-300-5100 PROFESSIONAL SERVIC	HBK WATER METER SERVICE I	15-218	WATER METER TESTING	04/16/2015	237.50	237.50	04/24/2015
51-300-5100 PROFESSIONAL SERVIC	MCHEHRY ANALYTICAL WATE	1501601	WTR TESTING	04/08/2015	37.50	37.50	04/24/2015
51-300-5100 PROFESSIONAL SERVIC	PDC LABORATORIES INC	796169S	WATER TESTING	03/31/2015	45.00	45.00	04/24/2015
51-300-5310 MEMBERSHIPS	WRB, LLC	15-12	WATER PROFESSIONAL SERVI	04/20/2015	296.00	296.00	04/24/2015
51-300-5330 TRAINING	NORTH SUBURBAN WATER WO	3/1/15-2/28/16	CORPORATE MEMBERSHIP DU	04/20/2015	110.00	110.00	04/24/2015
51-300-5330 TRAINING	ILLINOIS SECTION AWWA	200016872	WATER TRAINING JIM/SEAN	04/07/2015	96.00	96.00	04/24/2015
51-300-5410 UTILITIES	MID CENTRAL WATER WORKS	2015 MEMBER	MEMBERSHIP RENEWAL	04/23/2015	100.00	100.00	04/24/2015
51-300-5410 UTILITIES	COMED I	3/17/15-4/15/1	WATER 1823083040	04/15/2015	31.18	31.18	04/24/2015
51-300-5412 WATER	CONSTELLATION NEWENERGY	0023320917	WATER #0179716002	04/04/2015	1,284.92	1,284.92	04/24/2015
51-300-5412 WATER	VILLAGE OF MOUNT PROSPEC	4/15/15	WATER USAGE #3288-001	04/15/2015	525.42	525.42	04/24/2015
51-300-5412 WATER	VILLAGE OF MOUNT PROSPEC	4-15-15	WATER USAGE #3287-001	04/15/2015	100.08	100.08	04/24/2015
51-300-5530 WORKERS COMPENSATI	ILLINOIS COUNTIES RISK MAN	12/1/13 TO 12/	WORKERS COMPENSATION AU	04/12/2015	897.26-	897.26-	04/24/2015

Total EXPENSES:

2,284.55

Total WATER FUND:

2,284.55

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PARKING FUND							
EXPENSES							
52-300-5410 UTILITIES	COMCAST	04/16/15-05/15	SERVICE AT METRA STATION	04/09/2015	157.35	157.35	04/24/2015
52-300-5410 UTILITIES	CONSTELLATION NEWENERGY	0023593533	METRA #2443144010	04/16/2015	164.54	164.54	04/24/2015
52-300-5410 UTILITIES	CONSTELLATION NEWENERGY	0023593536	METRA #4311102006	04/16/2015	240.91	240.91	04/24/2015
52-300-5410 UTILITIES	CONSTELLATION NEWENERGY	0023593862	METRA #4311103003	04/16/2015	186.13	186.13	04/24/2015
52-300-5511 FACILITY RENT	COMED REAL ESTATE & FACILI	4.15.15	MONTHLY RENT	04/15/2015	1,505.25	1,505.25	04/24/2015
Total EXPENSES:					2,254.18	2,254.18	
Total PARKING FUND:					2,254.18	2,254.18	
Grand Totals:					339,156.95	339,727.22	

ORDINANCE NO. _____

N

AN ORDINANCE ADOPTING THE ANNUAL BUDGET 2015-16

WHEREAS, the City Council of the City of Prospect Heights has adopted the "Budget Officer System" as provided in sections 8-2-9.1 through 8-2-9.10 of the Illinois Municipal Code (65 ILCS 5/8-2-9.1 – 8-2-9.10); and

WHEREAS, pursuant to the applicable ordinances and Statutes, an annual budget shall be adopted by the Corporate Authorities in lieu of the passage of any appropriation ordinance; and

WHEREAS, the City Council of the City of Prospect Heights has held all of the hearings and caused to be made all of the publications and notices required by law; and

WHEREAS, the Mayor and City Council have reviewed the budget for fiscal year 2015-16 as presented by the City Administrator as the budget officer and have determined that it is in the best interests of the City of Prospect Heights;

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

SECTION ONE: That the fiscal 2015-16 budget for the City of Prospect Heights, Illinois, attached and incorporated into this ordinance as Exhibit A is hereby adopted and approved.

SECTION TWO: That the City Clerk of the City of Prospect Heights is directed to publish this Ordinance in pamphlet form.

SECTION THREE: That this Ordinance shall be in full force and effect from and after its passage, approval and publication.

AYES:

NAYS:

ABSENT:

PASSED and APPROVED this ____ day of ____, 2015.

Mayor

ATTEST:
(SEAL)

City Clerk

Published in pamphlet form _____, 2015