



FLOSSMOOR

Welcoming. Beautiful. Connected.

Village of Flossmoor
2800 Flossmoor Road
Flossmoor, Illinois 60422
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www.flossmoor.org

Mayor
Michelle Nelson

Trustees
Joni Bradley-Scott
Gary Daggett
Brian Driscoll
Perry Hoag
George Lofton
James Mitros

Village Clerk
Gina LoGalbo

Village Manager
Bridget A. Wachtel

AGENDA
FOR THE REGULAR MEETING OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF FLOSSMOOR, ILLINOIS
MONDAY, AUGUST 16, 2021 – 7:30 PM
VILLAGE HALL

The August 16, 2021 meeting of the Mayor & Board of Trustees is in-person and via Zoom. The public is invited to monitor the meeting using the link below or to attend the meeting following current CDC guidelines as posted at Village Hall. Public participation will be permitted only during the Citizen Comment portion of the agenda. Members of the public may also comment on items on the agenda by email to info@flossmoor.org. Comments received by 6:00 p.m. on Monday, August 16, 2021 will be read at the meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/81197616147?pwd=eTBrVENMTW9lWlAxTVNmNVdjWTZjUT09>

ID: 811 9761 6147 Passcode: 60422

Or join by phone (312) 626-6799

CALL TO ORDER

ROLL CALL

CITIZENS PRESENT WISHING TO ADDRESS THE BOARD

RECOGNITIONS AND APPOINTMENTS

CONSENT AGENDA

1. **Approval of the Minutes of the Regular Meeting Held on August 2, 2021**
2. **Presentation of Bills for Approval and Payment as Approved by the Finance Committee (August 16, 2021)**
3. **Consideration of a Contract Award and Budget Amendment for the Evans Road and Douglas Avenue Drainage Improvements Project**
4. **Consideration of a Contract Award for Construction Engineering Services for the Evans Road and Douglas Avenue Drainage Improvements Project**
5. **Consideration of a Resolution of the Village of Flossmoor, Cook County, Illinois, Approving an Agreement between the Village of Flossmoor, Cook County, Illinois and the Sunnycrest Fire Protection District**

REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

ACTION ITEMS

6. **Consideration of an Ordinance of the Village of Flossmoor, Cook County, Illinois, Approving a Special Use for a Sport Court at 2705 Heather Road**

DISCUSSION ITEMS

7. Discussion on the Use of State Capital Grants and the American Rescue Plan Act (ARPA) Funding and the Establishment of a Fund in the Fiscal Year 2021-2022 Budget to Account for ARPA Funding and Expenses and Amend the Municipal Parking Lots Fund

OTHER BUSINESS

8. A Motion to go into Executive Session to Discuss the Employment of Specific Individuals, Property Acquisition, and Litigation

ADJOURNMENT OF MEETING

FOR PERSONS WITH DISABILITIES: If you plan on attending a Village Board meeting and need an accommodation, please call the Village Hall at 708-798-2300 or TDD 708-647-0179 at least one full business day prior to the meeting.



Approval of the Minutes of the Regular Meeting Held on August 2, 2021

The Minutes will be made available to the Public on the Village website, www.flossmoor.org following their adoption at a scheduled meeting.

VILLAGE OF FLOSSMOOR
8/16/2021
CLAIMS LIST SUMMARY

HAND CHECKS	\$12,209.98
INVOICES	<u>\$281,866.23</u>
TOTAL	<u><u>\$294,076.21</u></u>

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/17/21

Vendor Name		Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
AL WARREN OIL COMPANY INC		W1376680	03/16/21	\$1,483.50		VH DIESEL TANK			
							01-60-3-608	PETROLEUM PRODUCTS	\$494.00
							08-11-3-608	PETROLEUM PRODUCTS	\$243.52
							08-21-3-608	PETROLEUM PRODUCTS	\$243.52
							01-49-3-608	PETROLEUM PRODUCTS	\$502.46
							VENDOR TOTAL:		\$1,483.50
AMY KENT			07/27/21	\$190.00		REIMBURSE 3CMA SAVVY AWARDS APPLICATION			
		072721					01-41-4-653	MARKETING PROGRAMS	\$190.00
							VENDOR TOTAL:		\$190.00
ANDRES MEDICAL BILLING, LTD		252344	08/04/21	\$1,324.04		AMBULANCE COLLECTIONS JULY 2021			
							01-49-4-656	AMBULANCE COLLECTION SERVICES	\$1,324.04
							VENDOR TOTAL:		\$1,324.04
ANDREW MCCANN LAWN SPRINKLER		IN0000210939	07/19/21	\$449.50		DPWSC SPRINKLER MAINTENANCE			
							08-11-4-634	MISCELLANEOUS SERVICES	\$449.50
							VENDOR TOTAL:		\$449.50
ANDREWS PRINTING LLC		68559	07/29/21	\$490.00		TOUCH-A-TRUCK/BARRELS OF HOPE POST CARDS			
							01-60-3-605	OPERATING SUPPLIES	\$380.00
							27-01-4-635	PRINTING	\$110.00
							VENDOR TOTAL:		\$490.00
BAXTER & WOODMAN, INC.		0224983	07/23/21	\$8,370.00		PH 4 SAN SEWER REHABILITATION DESIGN			
							09-53-7-702	DESIGN ENGINEERING	\$8,370.00
		0225006	07/23/21	\$17,653.71		ACOE SECTION 219 STORMWATER IMPROVEMENTS			
							03-01-7-702	BERRY LN DRAINAGE DESIGN ENGINE	\$17,653.71
							VENDOR TOTAL:		\$26,023.71

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/17/21

Vendor Name		Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
BCBSIL		AUGUST 2021	07/16/21	\$98,523.36		AUGUST 2021 PREMIUM			
							01-00-0-219	HEALTH INSURANCE PAYABLE	\$19,677.91
							01-42-2-590	HEALTH INSURANCE PREMIUM	\$6,130.34
							01-43-2-590	HEALTH INSURANCE PREMIUM	\$9,961.80
							01-48-2-590	HEALTH INSURANCE PREMIUM	\$35,933.09
							01-49-2-590	HEALTH INSURANCE PREMIUM	\$3,065.17
							01-50-2-590	HEALTH INSURANCE PREMIUM	\$7,662.92
							01-55-2-590	HEALTH INSURANCE PREMIUM	\$1,532.58
							01-60-2-590	HEALTH INSURANCE PREMIUM	\$14,559.55
							VENDOR TOTAL:		\$98,523.36
BLUE CROSS BLUE SHIELD OF IL		AUGUST 2021	07/09/21	\$297.00		AUGUST 2021 PREMIUM			
							01-42-2-591	LIFE INSURANCE PREMIUM	\$20.70
							01-43-2-591	LIFE INSURANCE PREMIUM	\$39.60
							01-45-2-591	LIFE INSURANCE PREMIUM	\$7.20
							01-48-2-591	LIFE INSURANCE PREMIUM	\$117.90
							01-49-2-591	LIFE INSURANCE PREMIUM	\$25.20
							01-50-2-591	LIFE INSURANCE PREMIUM	\$18.00
							01-53-2-591	LIFE INSURANCE PREMIUM	\$4.50
							01-55-2-591	LIFE INSURANCE PREMIUM	\$11.70
							01-60-2-591	LIFE INSURANCE PREMIUM	\$52.20
							VENDOR TOTAL:		\$297.00
BURRIS EQUIPMENT CO.		PS30028572	08/02/21	\$193.93		PUMP STRAINER & WHEEL			
		ES30003942	08/02/21	\$283.00		WHEEL KIT FOR COMPACTOR			
							08-11-3-615	SMALL TOOLS & EQUIPMENT	\$96.96
							08-21-3-615	SMALL TOOLS & EQUIPMENT	\$96.97
							01-60-3-615	SMALL TOOLS & EQUIPMENT	\$283.00
							VENDOR TOTAL:		\$476.93
CANON SOLUTIONS AMERICA, INC.		4036965726	07/27/21	\$11.60		BUILD DEPT COPIER MAINT BASE 7/27/21-8/26/21			
		4036965731	07/27/21	\$11.60		FD COPIER MAINT-BASE 7/27/21-8/26/21			
							01-53-6-670	OFFICE EQUIPMENT MAINTENANCE	\$11.60
							01-49-6-677	EQUIPMENT SERVICE CONTRACTS	\$11.60
							VENDOR TOTAL:		\$23.20

Village of Flossmoor Detail Board Report

Invoices Due On/Before: 08/17/21

Vendor Name

Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
CDW GOVERNMENT, INC.							
G733232	07/12/21	\$548.06		TABLET FOR WORK ORDERS	01-55-3-607	COMPUTER EQUIPMENT & SUPPLIES	\$548.06
						VENDOR TOTAL:	\$548.06
CHICAGO TRIBUNE							
039880125000	07/31/21	\$246.00		DOUGLAS/EVANS DRAINAGE PROJECTS	01-60-4-638	ADVERTISING	\$246.00
						VENDOR TOTAL:	\$246.00
CLARK BAIRD SMITH LLP							
073121	07/31/21	\$675.00		LEGAL SERVICES	01-44-4-644	OTHER LEGAL SERVICES	\$675.00
						VENDOR TOTAL:	\$675.00
COMED							
0725105073 072921	03/16/21	\$41.67		CBD STREET LIGHTS POWER 6/21/21-7/21/21		MISCELLANEOUS SERVICES	\$41.67
0825150052 072821	07/28/21	\$101.91		COMMONS LIFT STATION POWER 6/24/21-7/26/21	40-33-4-634		
0157098050 072821	07/28/21	\$27.89		HOMEWOOD METER VAULT POWER 6/24/21-7/26/21	08-21-4-631	ELECTRIC, POWER, & LIGHT	\$101.91
0765165035 072821	07/28/21	\$165.50		SYLVAN LIFT STATION POWER 6/24/21-7/26/21	08-11-4-631	ELECTRIC, POWER, AND LIGHT	\$27.89
0275053104 072721	07/27/21	\$516.16		DARTMOUTH LIFT STATION POWER 6/24/21-7/26/21	08-21-4-631	ELECTRIC, POWER, & LIGHT	\$165.50
0811073024 072721	07/27/21	\$614.71		COMMONS/MEINHEIT POWER 6/24/21-7/26/21	08-21-4-631	ELECTRIC, POWER, & LIGHT	\$516.16
3288088052 072121	07/21/21	\$25.71		CBD PEDESTAL POWER 6/21/21-7/21/21	08-11-4-631	ELECTRIC, POWER, AND LIGHT	\$614.71
0307096073 072121	07/21/21	\$53.04		CENTRAL DR ALLEY LIGHTS POWER 6/21/21-7/21/21	40-33-4-634	MISCELLANEOUS SERVICES	\$25.71
0323080253 072121	07/21/21	\$16.21		STERLING TOWER POWER 6/21/21-7/21/21	02-01-4-630	ELECTRIC, POWER, AND LIGHT	\$53.04
0241031023 072221	07/21/21	\$147.94		HEATHER ROAD LIFT STA POWER 6/21/21-7/21/21	08-11-4-631	ELECTRIC, POWER, AND LIGHT	\$16.21
2154154035 072621	07/26/21	\$1,068.69		MFT STREET LIGHT POWER 6/21/21-7/21/21	08-21-4-631	ELECTRIC, POWER, & LIGHT	\$147.94
					02-01-4-630	ELECTRIC, POWER, AND LIGHT	\$1,068.69
						VENDOR TOTAL:	\$2,779.24

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/17/21

Vendor Name	Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
COOK COUNTY TREASURER	20212	07/03/21	\$1,671.00		TRAFFIC SIGNAL MAINTENANCE VOLLMER & TRADITIONS	02-01-4-630	ELECTRIC, POWER, AND LIGHT	\$1,671.00
							VENDOR TOTAL:	\$1,671.00
EASYPERMIT POSTAGE	080521	08/05/21	\$3,234.49		POSTAGE METER REFILL 8/3 - CONSUMER CONFIDENCE - WATER BILLS 7/27		POSTAGE	\$0.52
							POSTAGE	\$39.71
							POSTAGE	\$637.15
							POSTAGE	\$36.74
							POSTAGE	\$430.80
							POSTAGE	\$6.06
							POSTAGE	\$103.18
							POSTAGE	\$658.10
							POSTAGE	\$953.65
							POSTAGE	\$317.88
							FLOSSMOOR FEST	\$50.70
							VENDOR TOTAL:	\$3,234.49
EBEL'S ACE HARDWARE	345502	07/22/21	\$5.99		FERTILIZER FOR FLOWERS-DPWSC	01-62-3-619	PROGRAM COMMODITIES	\$5.99
							VENDOR TOTAL:	\$5.99
E-COM DISPATCH CENTER	883	07/26/21	\$3,981.81		VERIZON WIRELESS ACCESS CARDS MAY-JUL 2021	01-50-4-637	TELEPHONE	\$3,981.81
							VENDOR TOTAL:	\$3,981.81
ELMER & SON LOCKSMITHS INC	392929	07/22/21	\$2,121.89		VH ADMIN/FINANCE KEY PADS REPLACEMENT	01-67-6-678	BUILDING REPAIRS	\$2,121.89
							VENDOR TOTAL:	\$2,121.89
EVT TECHNOLOGIES	5618	07/29/21	\$1,139.75		HAVIS C119	01-49-6-671	VEHICLE MAINTENANCE	\$1,139.75
							VENDOR TOTAL:	\$1,139.75

Village of Flossmoor
Detail Board Report
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Vendor Name	Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
EXPERT CHEMICAL & SUPPLY INC	857439	07/23/21	\$579.88		PAPER TOWELS/CAN LINERS	01-67-3-616	CLEANING SUPPLIES	\$579.88
							VENDOR TOTAL:	\$579.88
FORD OF HOMEWOOD	FOCS80974	07/16/21	\$103.95		PD 212 ALIGNMENT	01-48-6-671	VEHICLE MAINTENANCE & SUPPLIES	\$103.95
							VENDOR TOTAL:	\$103.95
FOREMOST PROMOTIONS	532321	07/09/21	\$102.50		GIVE-AWAYS (TATTOOS) FOR EVENTS	01-48-3-611	SPECIAL POLICE COMMODITIES	\$102.50
							VENDOR TOTAL:	\$102.50
GALLAGHER MATERIALS CORP.	20424	07/17/21	\$123.73		ASPHALT SURFACE MIX	01-68-3-619	PROGRAM COMMODITIES	\$30.93
							ASPHALT MIX	\$30.93
							ASPHALT MIX	\$30.93
							ASPHALT MIX	\$30.94
							VENDOR TOTAL:	\$123.73
GALLS, LLC	018824524	07/15/21	\$99.95		KAUSAL UNIFORM	01-48-3-612	UNIFORMS & RELATED SUPPLIES	\$99.95
							VENDOR TOTAL:	\$99.95
GARVEY'S OFFICE PRODUCTS	PINV2114128	07/30/21	\$15.11		ZBA MEMBER NAMEPLATE	01-45-3-606	OFFICE EQUIPMENT	\$15.11
							VENDOR TOTAL:	\$15.11
GENERAL CODE	C000113991	08/01/21	\$995.00		ANNUAL MAINTENANCE	01-41-4-644	MUNICIPAL CODE UPDATES	\$995.00
G000025886		07/22/21	\$1,516.69		FMC ORD 2021-1 THROUGH 2021-9	01-41-4-644	MUNICIPAL CODE UPDATES	\$1,516.69
							VENDOR TOTAL:	\$2,511.69

Village of Flossmoor Detail Board Report

Invoices Due On/Before: 08/17/21

Vendor Name Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
GOODSPEED CYCLES							
072321103120168	07/23/21	\$211.96		ESTRADA BICYCLE PATROL EQUIPMENT	01-48-3-620	BICYCLE PATROL PROGRAM	\$211.96
						VENDOR TOTAL:	\$211.96
GRANICUS							
142683	08/01/21	\$414.75		MINUTETRAQ AUGUST 2021	01-41-4-645	PAPERLESS AGENDA SOFTWARE SERV	\$414.75
						VENDOR TOTAL:	\$414.75
GREEN GLEN NURSERY, INC.							
38309	07/26/21	\$966.00		CBD FLOWERS	40-31-6-677	MAINTENANCE AND REPAIRS	\$966.00
						VENDOR TOTAL:	\$966.00
HOMEWOOD DISPOSAL SERVICE INC							
7476239	07/19/21	\$55.00		SCAVENGER SERVICE	01-67-4-654	SCAVENGER AND DISPOSAL SERVICES	\$55.00
7485736	07/29/21	\$136.08		DPWSC YARDWASTE ON-CALL 7/29/21	01-67-4-654	SCAVENGER AND DISPOSAL SERVICES	\$136.08
7489641	08/01/21	\$323.14		VH REFUSE REMOVAL	01-67-4-654	SCAVENGER AND DISPOSAL SERVICES	\$323.14
7489637	08/01/21	\$213.76		DPWSC REFUSE REMOVAL	01-67-4-654	SCAVENGER AND DISPOSAL SERVICES	\$213.76
7438249 080121	08/01/21	\$257.05		YARD WASTE STICKERS JULY 2021	01-00-2-424	YARD WASTE STICKERS	\$257.05
7486512	07/28/21	\$55.00		SPOIL DISPOSAL	01-60-4-650	SPOIL DISPOSAL	\$55.00
						VENDOR TOTAL:	\$1,040.03
IL DEPT HEALTHCARE & FAMILY SVCS							
202004815128	07/15/21	\$41,586.45		AMBULANCE FEES	01-00-4-451	AMBULANCE FEES	\$41,586.45
						VENDOR TOTAL:	\$41,586.45
ILEAS							
DUES10566	07/01/21	\$120.00		2021 ANNUAL MEMBERSHIP 7/1/21-6/30/22	01-48-5-660	DUES AND SUBSCRIPTIONS	\$120.00
						VENDOR TOTAL:	\$120.00

Village of Flossmoor Detail Board Report

Invoices Due On/Before: 08/17/21

Vendor Name Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
ILLINOIS ASSOCIATION OF CHIEFS							
8695	08/10/21	\$149.00		KAMLEITER ANNUAL CONFERENCE REGISTRATION	01-48-5-661	TRAINING	\$149.00
						VENDOR TOTAL:	\$149.00
INTERSTATE BATTERY OF CHICAGO							
304903	07/29/21	\$629.85		VOLLMER RESERVOIR GENERATOR BATTERY	08-11-6-677	WATER FACILITY MAINTENANCE	\$629.85
304912	07/29/21	\$415.85		BATTERIES-VH GENERATOR/LAWN MOWER	01-67-3-605	OPERATING SUPPLIES	\$361.90
					01-64-3-615	SMALL TOOLS & EQUIPMENT	\$53.95
305001	08/02/21	\$229.90		WOODS LIFT STATION GENERATOR BATTERY	08-21-3-605	OPERATING SUPPLIES	\$229.90
						VENDOR TOTAL:	\$1,275.60
INVOICE CLOUD							
189120217	07/31/21	\$145.20		INVOICE CLOUD JULY 2021	08-10-4-654	CUSTOMER PAYMENT PORTAL	\$72.60
					08-20-4-654	CUSTOMER PAYMENT PORTAL	\$72.60
						VENDOR TOTAL:	\$145.20
JDM COATINGS, INC.							
2125598	07/30/21	\$500.00		SANDBLASTING	28-01-4-634	MISCELLANEOUS SERVICES	\$500.00
						VENDOR TOTAL:	\$500.00
M & J UNDERGROUND							
M210295	07/13/21	\$1,125.00		HYDRO EXCAVATED WM BREAK-1214 WESTERN	08-13-3-619	PROGRAM COMMODITIES	\$562.50
					08-11-6-675	WATER SYSTEM MAINT & REPAIRS	\$562.50
M210296	07/13/21	\$4,515.00		HYDRO EXCAVATE WATER MAIN-2410 HAWTHORNE	08-13-3-619	PROGRAM COMMODITIES	\$2,257.50
					08-11-6-675	WATER SYSTEM MAINT & REPAIRS	\$2,257.50
M2140333	08/03/21	\$1,087.50		TELEWISE STORM SEWER-FLOSSMOOR & LEAVITT	08-13-3-619	PROGRAM COMMODITIES	\$543.75
					08-11-6-675	WATER SYSTEM MAINT & REPAIRS	\$543.75
						VENDOR TOTAL:	\$6,727.50

Village of Flossmoor
Detail Board Report
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Vendor Name		Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
M&K TRUCK CENTERS OF CHICAGO HTS									
142487SC		07/30/21	\$1,174.88			DIAGNOSTIC SOFTWARE CORD FOR DUMP TRUCKS			
							01-60-6-671	MAINTENANCE AND SUPPLIES	\$293.72
							07-01-6-671	MAINTENANCE AND SUPPLIES	\$293.72
							08-11-6-671	MAINTENANCE AND SUPPLIES	\$293.72
							08-21-6-671	MAINTENANCE AND SUPPLIES	\$293.72
								VENDOR TOTAL:	\$1,174.88
M. DURKIN									
0850 080321		08/03/21	\$2.25			WATER REFUND			
							08-00-0-130	ACCOUNTS RECEIVABLE - BILLED	\$2.25
								VENDOR TOTAL:	\$2.25
M.E. SIMPSON COMPANY, INC.									
37145		07/29/21	\$295.00			1137 LEAVITT METER TESTING			
							08-11-6-673	LARGE METER TESTING AND REPAIR	\$147.50
							08-21-6-673	LARGE METER TESTING AND REPAIR	\$147.50
								VENDOR TOTAL:	\$295.00
MATTHEW O'SHEA CONSULTING INC.									
27		08/02/21	\$2,750.00			LOBBYING SERVICES JULY 2021			
							01-41-4-632	LOBBYING SERVICES	\$2,750.00
								VENDOR TOTAL:	\$2,750.00
MEADE ELECTRIC COMPANY INC									
697270		08/02/21	\$1,204.00			EMERGENCY VEHICLE PRE-EMPTION (TOMAR EVP DETECTOR DIXIE/HOLBROOK)			
							02-01-4-630	ELECTRIC, POWER, AND LIGHT	\$1,204.00
								VENDOR TOTAL:	\$1,204.00
MENARDS									
49880		07/26/21	\$9.36			STAPLES/ANCHORS			
							08-21-3-605	OPERATING SUPPLIES	\$9.36
								VENDOR TOTAL:	\$9.36
MENARD'S-HOMEWOOD									
7293		08/03/21	\$130.46			BUCKETS/CLEANING SUPPLIES-TOUCH A TRUCK			
							01-60-3-605	OPERATING SUPPLIES	\$130.46
6378		07/19/21	\$60.65			DRAINING IMPROVEMENTS-2226 CARROLL PKWY			
							07-01-3-619	PROGRAM COMMODITIES	\$60.65
								VENDOR TOTAL:	\$211.11
Communication: Presentation of Bills for Approval and Payment as Approved by the Finance Committee (August 16, 2021) (CONSENT									

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/17/21

Vendor Name		Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
METLIFE									
JULY 2021			07/22/21	\$5,041.88		JULY 2021 PREMIUM	01-00-0-219	HEALTH INSURANCE PAYABLE	\$1,800.48
							01-42-2-590	HEALTH INSURANCE PREMIUM	\$259.31
							01-43-2-590	HEALTH INSURANCE PREMIUM	\$421.38
							01-48-2-590	HEALTH INSURANCE PREMIUM	\$1,426.22
							01-49-2-590	HEALTH INSURANCE PREMIUM	\$129.66
							01-50-2-590	HEALTH INSURANCE PREMIUM	\$324.14
							01-55-2-590	HEALTH INSURANCE PREMIUM	\$64.83
							01-60-2-590	HEALTH INSURANCE PREMIUM	\$615.86
AUGUST 2021			07/22/21	\$5,076.38		AUGUST 2021 PREMIUM	01-00-0-219	HEALTH INSURANCE PAYABLE	\$1,393.30
							01-42-2-590	HEALTH INSURANCE PREMIUM	\$294.65
							01-43-2-590	HEALTH INSURANCE PREMIUM	\$478.80
							01-48-2-590	HEALTH INSURANCE PREMIUM	\$1,620.56
							01-49-2-590	HEALTH INSURANCE PREMIUM	\$147.32
							01-50-2-590	HEALTH INSURANCE PREMIUM	\$368.31
							01-55-2-590	HEALTH INSURANCE PREMIUM	\$73.66
							01-60-2-590	HEALTH INSURANCE PREMIUM	\$699.78
VENDOR TOTAL:									\$10,118.26
MIDWEST PAVING EQUIPMENT									
2088			08/02/21	\$209.83		TUNE UP KIT FOR ASPHALT HOT BOX	01-60-6-671	MAINTENANCE AND SUPPLIES	\$52.45
							07-01-6-671	MAINTENANCE AND SUPPLIES	\$52.46
							08-11-6-671	MAINTENANCE AND SUPPLIES	\$52.46
							08-21-6-671	MAINTENANCE AND SUPPLIES	\$52.46
VENDOR TOTAL:									\$209.83
MONARCH AUTO SUPPLY INC									
6981533330			07/28/21	\$18.09		HOT BOX BATTERY GAUGE	01-60-6-671	MAINTENANCE AND SUPPLIES	\$4.52
							07-01-6-671	MAINTENANCE AND SUPPLIES	\$4.52
							08-11-6-671	MAINTENANCE AND SUPPLIES	\$4.52
							08-21-6-671	MAINTENANCE AND SUPPLIES	\$4.53
VENDOR TOTAL:									\$18.09

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/17/21

Vendor Name		Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
MUNICIPAL SYSTEMS LLC									
		MS20210721	07/31/21	\$300.00		MOVE/ABC JULY 2021	01-44-4-646	LOCAL ADJUDICATION SERVICES	\$300.00
		MS20210722	07/31/21	\$325.00		MUNICIPAL OFFENSE SYSTEM JULY 2021	01-44-4-646	LOCAL ADJUDICATION SERVICES	\$325.00
								VENDOR TOTAL:	\$625.00
NAME ON ANYTHING.COM									
		2106022L	06/02/21	\$305.00		POLLINATOR FRIENDLY GARDEN SIGNS	01-41-4-655	GREEN COMMISSION	\$305.00
		2107131L	08/08/21	\$398.50		BACKPACKS	01-60-3-605	OPERATING SUPPLIES	\$398.50
								VENDOR TOTAL:	\$703.50
NEXT DAY PLUS									
		5211928	08/03/21	\$697.12		INK CARTRIDGES			
							01-60-3-601	OFFICE SUPPLIES	\$232.37
							08-11-3-601	OFFICE SUPPLIES	\$232.37
							08-21-3-601	OFFICE SUPPLIES	\$232.38
								VENDOR TOTAL:	\$697.12
NICOR GAS									
		39196092900 07202	07/20/21	\$131.42		STERLING PUMP STATION GAS BILL	08-11-4-631	ELECTRIC, POWER, AND LIGHT	\$131.42
		72380610005 07232	07/23/21	\$41.00		KEDZIE BOOSTER STATION 6/23/21-7/23/21	08-11-4-631	ELECTRIC, POWER, AND LIGHT	\$41.00
		96444410003 07222	07/22/21	\$128.85		DPWSC GAS BILL 6/22/21-7/22/21	01-67-4-653	GAS BILL	\$128.85
								VENDOR TOTAL:	\$301.27
NTOA									
		39315 2021-22	07/24/21	\$50.00		TENCZA MEMBERSHIP RENEWAL	01-48-5-660	DUES AND SUBSCRIPTIONS	\$50.00
								VENDOR TOTAL:	\$50.00
PARAMEDIC SERVICES OF ILLINOIS INC									
		7274	08/01/21	\$43,194.00		CONTRACTED FD PERSONNEL AUG 2021	01-49-4-650	CONTRACT FF/PM PERSONNEL	\$43,194.
								VENDOR TOTAL:	\$43,194.

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/17/21

Vendor Name

Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
PROSAFETY							
2880570	07/21/21	\$467.49		SAFETY EQUIPMENT-EAR PLUGS/HIP BOOTS	01-60-3-618	SAFETY EQUIPMENT & SUPPLIES	\$155.83
					08-11-3-618	SAFETY EQUIPMENT & SUPPLIES	\$155.83
					08-21-3-618	SAFETY EQUIPMENT & SUPPLIES	\$155.83
					VENDOR TOTAL:		\$467.49
RAY O'HERRON CO INC							
2132712IN	08/04/21	\$81.98		ESTRADA BIKE PATROL UNIFORM	01-48-3-620	BICYCLE PATROL PROGRAM	\$81.98
					VENDOR TOTAL:		\$81.98
REBECCA ASBERY							
072621	07/26/21	\$15.00		VEHICLE STICKER REFUND	01-00-2-420	VEHICLE STICKERS	\$15.00
					VENDOR TOTAL:		\$15.00
RELIABLE FIRE EQUIPMENT CO							
46444	07/19/21	\$336.25		PD FIRE EXTINGUISHER MAINTENANCE	01-67-6-680	MAINTENANCE CONTRACTS	\$336.25
46447	07/19/21	\$222.25		VH FIRE EXTINGUISHER MAINTENANCE	01-67-6-680	MAINTENANCE CONTRACTS	\$222.25
46448	07/19/21	\$272.30		FD FIRE EXTINGUISHER MAINTENANCE	01-67-6-680	MAINTENANCE CONTRACTS	\$272.30
47035	07/28/21	\$707.25		DPW FIRE EXTINGUISHER MAINTENANCE	01-67-6-680	MAINTENANCE CONTRACTS	\$707.25
					VENDOR TOTAL:		\$1,538.05
RICHARD G. CRUSOR, JR.							
072221	07/22/21	\$180.00		ADMIN HEARING OFFICER 7/8/21	01-44-4-646	LOCAL ADJUDICATION SERVICES	\$180.00
					VENDOR TOTAL:		\$180.00
RUNCO OFFICE SUPPLY							
8339520	07/28/21	\$149.94		CD-R DISKS/INK CARTRIDGES	01-48-3-601	OFFICE SUPPLIES	\$149.94
					VENDOR TOTAL:		\$149.94

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/17/21

Vendor Name	Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
SAFETY KLEEN SYSTEMS INC								
86587898		07/22/21	\$373.20		CLEANING SOLVENT	01-49-6-677	EQUIPMENT SERVICE CONTRACTS	\$373.20
86587897		07/26/21	\$359.50		PARTS WASHER SOLVENT	01-60-6-671	MAINTENANCE AND SUPPLIES	\$89.88
						08-11-6-671	MAINTENANCE AND SUPPLIES	\$89.87
						08-21-6-671	MAINTENANCE AND SUPPLIES	\$89.88
						07-01-6-671	MAINTENANCE AND SUPPLIES	\$89.87
VENDOR TOTAL:								\$732.70
SANDENO EAST INC.								
6976		07/27/21	\$158.25		ASPHALT MIX	01-68-3-619	PROGRAM COMMODITIES	\$39.56
						02-01-3-606	ASPHALT MIX	\$39.56
						08-14-3-612	ASPHALT MIX	\$39.56
						08-24-3-612	ASPHALT MIX	\$39.57
7026		07/28/21	\$474.75		ASPHALT MIX	01-68-3-619	PROGRAM COMMODITIES	\$118.68
						02-01-3-606	ASPHALT MIX	\$118.69
						08-14-3-612	ASPHALT MIX	\$118.69
						08-24-3-612	ASPHALT MIX	\$118.69
6934		07/20/21	\$263.75		ASPHALT MIX FOR POTHOLING	01-68-3-619	PROGRAM COMMODITIES	\$65.93
						02-01-3-606	ASPHALT MIX	\$65.94
						08-14-3-612	ASPHALT MIX	\$65.94
						08-24-3-612	ASPHALT MIX	\$65.94
VENDOR TOTAL:								\$896.75
SENTINEL EMERGENCY SOLUTIONS								
3198		07/20/21	\$263.69		ENGINE 119 PASSENGER REAR WHEEL REPAIR	01-49-6-671	VEHICLE MAINTENANCE	\$263.69
VENDOR TOTAL:								\$263.69
SMITS FARMS								
15143		05/18/21	\$1,195.03		FLOWERS FOR CBD	40-33-6-671	MAINTENANCE AND SUPPLIES	\$1,195.03
15144		05/17/21	\$1,369.15		FLOWERS FOR CBD	40-33-4-634	MISCELLANEOUS SERVICES	\$1,369.15
VENDOR TOTAL:								\$2,564.18

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/17/21

Vendor Name		Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
SPRINT									
715869128220	07/13/21	\$1,582.13		MOBILE PHONES 6/10/21-7/9/21			01-42-4-637	TELEPHONE	\$265.86
							01-43-4-637	TELEPHONE	\$326.33
							01-45-4-637	TELEPHONE	\$21.88
							01-53-4-637	TELEPHONE	\$21.88
							01-50-4-637	TELEPHONE	\$267.13
							01-55-4-637	TELEPHONE	\$679.05
VENDOR TOTAL:									\$1,582.13
STATE TREASURER									
60885	08/02/21	\$683.28		TRAFFIC SIGNALS MAINT APRIL-JUNE 2021			02-01-4-630	TRAFFIC SIGNALS MAINT	\$683.28
VENDOR TOTAL:									\$683.28
STRAND ASSOCIATES, INC									
0173376	07/13/21	\$5,311.95		CORROSION CONTROL STUDY JUNE 2021			08-11-7-771	WATER SUPPLY FEASIBILITY STUDY	\$5,311.95
VENDOR TOTAL:									\$5,311.95
SUBURBAN LABORATORIES INC									
191976	07/31/21	\$140.00		ROUTINE COLIFORM TESTING			08-11-6-677	WATER FACILITY MAINTENANCE	\$140.00
VENDOR TOTAL:									\$140.00
SWENEY ELECTRIC COMPANY INC.									
210229	07/19/21	\$354.00		DARTMOUTH LIFT STATION ELECTRICAL MAINTENANCE			08-21-4-634	MISCELLANEOUS SERVICES	\$354.00
VENDOR TOTAL:									\$354.00
THE COP FIRE SHOP									
204582	08/09/21	\$102.00		PECARO/SANTOS UNIFORM			01-49-3-612	UNIFORMS & RELATED SUPPLIES	\$102.00
VENDOR TOTAL:									\$102.00

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/17/21

Vendor Name

Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
THE HORTON GROUP							
80722	07/25/21	\$933.00		VIRGIN PULSE Q3 2021 PARTICIPATION/JUN 2021 REWARDS			
					01-42-2-592	EAP & WELLNESS PROGRAMS	\$37.94
					01-43-2-592	EAP & WELLNESS PROGRAMS	\$200.89
					01-45-2-592	EAP & WELLNESS PROGRAMS	\$12.65
					01-48-2-592	EAP & WELLNESS PROGRAMS	\$265.61
					01-49-2-592	EAP & WELLNESS PROGRAMS	\$188.24
					01-50-2-592	EAP & WELLNESS PROGRAMS	\$50.59
					01-53-2-592	EAP & WELLNESS PROGRAMS	\$12.65
					01-55-2-592	EAP & WELLNESS PROGRAMS	\$25.30
					01-60-2-592	EAP & WELLNESS PROGRAMS	\$139.13
					VENDOR TOTAL:		\$933.00
THOMSON REUTERS-WEST							
844768092	08/01/21	\$303.88		ONLINE/SOFTWARE SUBSCRIPTION JULY 2021			
					01-48-4-630	PROFESSIONAL SERVICES	\$303.88
					VENDOR TOTAL:		\$303.88
UDO'S PROFESSIONAL CAR WASH							
273	08/04/21	\$76.00		PD CAR WASHES JULY 2021			
					01-48-6-671	VEHICLE MAINTENANCE & SUPPLIES	\$76.00
					VENDOR TOTAL:		\$76.00
UNITED PARCEL SERVICE							
0000F36604311 073	07/31/21	\$17.62		NOVOA IGFOA CONFERENCE REGISTRATION			
					01-43-3-603	POSTAGE	\$17.62
					VENDOR TOTAL:		\$17.62
VISION SERVICE PLAN							
812777369	07/17/21	\$1,085.53		AUGUST 2021 PREMIUM			
					01-00-0-219	HEALTH INSURANCE PAYABLE	\$337.26
					01-42-2-590	HEALTH INSURANCE PREMIUM	\$59.86
					01-43-2-590	HEALTH INSURANCE PREMIUM	\$97.28
					01-48-2-590	HEALTH INSURANCE PREMIUM	\$329.24
					01-49-2-590	HEALTH INSURANCE PREMIUM	\$29.93
					01-50-2-590	HEALTH INSURANCE PREMIUM	\$74.83
					01-55-2-590	HEALTH INSURANCE PREMIUM	\$14
					01-60-2-590	HEALTH INSURANCE PREMIUM	\$142
					VENDOR TOTAL:		\$1,085
							2

Communication: Presentation of Bills for Approval and Payment as Approved by the Finance Committee (August 16, 2021) (CONSENT)

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/17/21

Vendor Name	Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
WORKING WELL	0036046600	07/31/21	\$313.00		JOHNSON PRE-EMPLOYMENT PHYSICAL	01-53-4-636	PRE-EMPLOYMENT PHYSICALS	\$313.00
	0036046700	07/31/21	\$68.00		B. WEAVER PRE-EMPLOYMENT PHYSICAL	01-48-4-636	PRE-EMPLOYMENT PHYSICALS	\$68.00
VENDOR TOTAL:								\$381.00
Z-FORCE TRANSPORTATION, INC.								
21181070		07/02/21	\$104.43		RESTOCK 1" STONE	08-13-3-619	PROGRAM COMMODITIES	\$52.21
						08-11-6-675	WATER SYSTEM MAINT & REPAIRS	\$52.22
VENDOR TOTAL:								\$104.43

**Village of Flossmoor
Detail Board Report**

Invoices Due On/Before: 08/17/21

Vendor Name

Invoice #

Invoice Date

Invoice Amount

PO #

Invoice Description

GL Number

GL Description

Line Amount

Total Amount Being Paid: \$281,866.23

Total Number of Invoices: 114

Vendor Code	Vendor Name	1099	Invoice Total	Check Total	Net Inv/Ch
ALWARREN	AL WARREN OIL COMPANY INC	N	(1) 1,483.50	(0) 0.00	1,483.50
KENTAMY	AMY KENT	N	(1) 190.00	(0) 0.00	190.00
ANDRESME	ANDRES MEDICAL BILLING, LTD	Y	(1) 1,324.04	(0) 0.00	1,324.04
ANDREWMC	ANDREW MCCANN LAWN SPRINKLER	N	(1) 449.50	(0) 0.00	449.50
ANDREWS	ANDREWS PRINTING LLC	Y	(1) 490.00	(0) 0.00	490.00
BAXTER&W	BAXTER & WOODMAN, INC.	N	(2) 26,023.71	(0) 0.00	26,023.71
BCBSIL	BCBSIL	N	(1) 98,523.36	(0) 0.00	98,523.36
BCBSILL	BLUE CROSS BLUE SHIELD OF IL	N	(1) 297.00	(0) 0.00	297.00
BURRIS	BURRIS EQUIPMENT CO.	N	(2) 476.93	(0) 0.00	476.93
CANONSOL	CANON SOLUTIONS AMERICA , INC.	N	(2) 23.20	(0) 0.00	23.20
CDW-G	CDW GOVERNMENT, INC.	N	(1) 548.06	(0) 0.00	548.06
TRIBUNE	CHICAGO TRIBUNE	N	(1) 246.00	(0) 0.00	246.00
CLARKBAI	CLARK BAIRD SMITH LLP	Y	(1) 675.00	(0) 0.00	675.00
COM1023	COMED	N	(1) 2,779.43	(0) 0.00	147.90
COOKCOUN	COOK COUNTY TREASURER	N	(1) 1,671.00	(0) 0.00	1,671.00
EASYPERM	EASYPERMIT POSTAGE	N	(1) 3,234.49	(0) 0.00	3,234.49
EBELSACE	EBEL'S ACE HARDWARE	N	(1) 5.99	(0) 0.00	5.99
ECOM	E-COM DISPATCH CENTER	N	(1) 3,981.81	(0) 0.00	3,981.81
ELMER&SO	ELMER & SON LOCKSMITHS INC	N	(1) 2,121.89	(0) 0.00	2,121.89
EVTECH	EVT TECHNOLOGIES	N	(1) 1,139.75	(0) 0.00	1,139.75
EXPERT	EXPERT CHEMICAL & SUPPLY INC	N	(1) 579.88	(0) 0.00	579.88
FORDOFHOME	FORD OF HOMEWOOD	N	(1) 103.95	(0) 0.00	103.95
FOREMOST	FOREMOST PROMOTIONS	N	(1) 102.50	(0) 0.00	102.50
GALLAMAT	GALLAGHER MATERIALS CORP.	N	(1) 123.73	(0) 0.00	123.73
GALLS	GALLS, LLC	N	(1) 99.95	(0) 0.00	99.95
GARVEYS	GARVEY'S OFFICE PRODUCTS	N	(1) 15.11	(0) 0.00	15.11
GENERALC	GENERAL CODE	Y	(2) 2,511.69	(0) 0.00	2,511.69
GOODSPEE	GOODSPEED CYCLES	N	(1) 211.96	(0) 0.00	211.96
GRANICUS	GRANICUS	N	(1) 414.75	(0) 0.00	414.75
GREENGLE	GREEN GLEN NURSERY, INC.	N	(1) 966.00	(0) 0.00	966.00
HOMWOOD	HOMWOOD DISPOSAL SERVICE INC	N	(6) 1,040.03	(0) 0.00	1,040.03
HFS	IL DEPT HEALTHCARE & FAMILY SVCS	N	(1) 41,586.45	(0) 0.00	41,586.45
ILEAS-2	ILEAS	N	(1) 120.00	(0) 0.00	120.00
ILLASCOPI	ILLINOIS ASSOCIATION OF CHIEFS	N	(1) 149.00	(0) 0.00	149.00
INTERSTA	INTERSTATE BATTERY OF CHICAGO	N	(3) 1,275.60	(0) 0.00	1,275.60
INVOICE	INVOICE CLOUD	N	(1) 145.20	(0) 0.00	145.20
JDMCOATI	JDM COATINGS, INC.	N	(1) 500.00	(0) 0.00	500.00
M&JUNDER	M & J UNDERGROUND	N	(3) 6,727.50	(0) 0.00	6,727.50
M&K	M&K TRUCK CENTERS OF CHICAGO HTS	N	(1) 1,174.88	(0) 0.00	1,174.88
MDURKIN	M. DURKIN	N	(1) 2.25	(0) 0.00	2.25
M.E.SIMP	M.E. SIMPSON COMPANY, INC.	N	(1) 295.00	(0) 0.00	295.00
MATTHEWO	MATTHEW O'SHEA CONSULTING INC.	N	(1) 2,750.00	(0) 0.00	2,750.00
MEADE	MEADE ELECTRIC COMPANY INC	N	(1) 1,204.00	(0) 0.00	1,204.00
MENARDS	MENARDS	N	(1) 9.36	(0) 0.00	9.36
MENARDHM	MENARD'S-HOMEWOOD	N	(2) 191.11	(0) 0.00	191.11

Communication: Presentation of Bills for Approval and Payment as Approved by the Finance Committee (August 16, 2021) (CONSENT

Vendor Code	Vendor Name	1099	Invoice Total	Check Total	Net Inv/Ch
METLIFE	METLIFE	N	(2) 10,118.26	(0) 0.00	10,118.2
MIDWEST1	MIDWEST PAVING EQUIPMENT	N	(1) 209.83	(0) 0.00	209.8
MONARCH	MONARCH AUTO SUPPLY INC	N	(1) 18.09	(0) 0.00	18.0
MUNICSYS	MUNICIPAL SYSTEMS LLC	N	(2) 625.00	(0) 0.00	625.0
NAMEONAN	NAME ON ANYTHING.COM	Y	(2) 703.50	(0) 0.00	703.5
NEXTDAY	NEXT DAY PLUS	N	(1) 697.12	(0) 0.00	697.1
NICOR-4	NICOR GAS	N	(3) 301.27	(0) 0.00	301.2
NTOA	NTOA	N	(1) 50.00	(0) 0.00	50.0
PARAMEDICS	PARAMEDIC SERVICES OF ILLINOIS I N	N	(1) 43,194.00	(0) 0.00	43,194.0
PROSAFET	PROSAFETY	N	(1) 467.49	(0) 0.00	467.4
RAYOHERR	RAY O'HERRON CO INC	N	(1) 81.98	(0) 0.00	81.9
ASBERY	REBECCA ASBERY	N	(1) 15.00	(0) 0.00	15.0
RELIABLE	RELIABLE FIRE EQUIPMENT CO	N	(4) 1,538.05	(0) 0.00	1,538.0
CRUSOR	RICHARD G. CRUSOR, JR.	Y	(1) 180.00	(0) 0.00	180.0
RUNCO	RUNCO OFFICE SUPPLY	N	(1) 149.94	(0) 0.00	149.9
SAFETYKL	SAFETY KLEEN SYSTEMS INC	N	(2) 732.70	(0) 0.00	732.7
SANDENO	SANDENO EAST INC.	N	(3) 896.75	(0) 0.00	896.7
SENTINEL	SENTINEL EMERGENCY SOLUTIONS	N	(1) 263.69	(0) 0.00	263.6
SMITS	SMITS FARMS	N	(2) 2,564.18	(0) 0.00	2,564.1
SPRINT	SPRINT	N	(1) 1,582.13	(0) 0.00	1,582.1
STATETRE	STATE TREASURER	N	(1) 683.28	(0) 0.00	683.2
STRAND	STRAND ASSOCIATES, INC	N	(1) 5,311.95	(0) 0.00	5,311.9
SUBLABOR	SUBURBAN LABORATORIES INC	Y	(1) 140.00	(0) 0.00	140.0
SWENEY	SWENEY ELECTRIC COMPANY INC.	N	(1) 354.00	(0) 0.00	354.0
THECOPFI	THE COP FIRE SHOP	N	(1) 102.00	(0) 0.00	102.0
HORTON	THE HORTON GROUP	N	(1) 933.00	(0) 0.00	933.0
THOMWEST	THOMSON REUTERS-WEST	N	(1) 303.88	(0) 0.00	303.8
UDOS	UDO'S PROFESSIONAL CAR WASH	N	(1) 76.00	(0) 0.00	76.0
UPS	UNITED PARCEL SERVICE	N	(1) 17.62	(0) 0.00	17.6
VISION	VISION SERVICE PLAN	N	(1) 1,085.53	(0) 0.00	1,085.5
WORKING	WORKING WELL	Y	(2) 381.00	(0) 0.00	381.0
ZFORCE	Z-FORCE TRANSPORTATION, INC.	N	(1) 104.43	(0) 0.00	104.4
Grand Totals:			Total: 114 281,866.23	Total: 0 0.00	

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/04/21

Vendor Name

Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
ARTHUR J. GALLAGHER 3951606	08/04/21	\$11,667.00		CYBER LIABILITY INSURANCE BINDER 8/5/21-8/5/22	01-43-4-644	CYBER LIABILITY INSURANCE	\$11,667.00
VENDOR TOTAL:							\$11,667.00

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/04/21

Vendor Name

Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
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Total Amount Being Paid: \$11,667.00
Total Number of Invoices: 1

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/13/21

Vendor Name

Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
SAM'S CLUB/SYNCHRONY BANK							
080221	08/02/21	\$542.98		NITE OUT SUPPLIES/CLEANING SUPPLIES/BOTTLED WATER/PD-KITCHEN & OFFICE SUPPLIES	01-60-3-605	OPERATING SUPPLIES	\$184.73
					01-60-3-605	OPERATING SUPPLIES	\$36.21
					01-48-3-601	OFFICE SUPPLIES	\$104.94
					01-48-3-611	SPECIAL POLICE COMMODITIES	\$103.08
					01-48-3-601	OFFICE SUPPLIES	\$7.48
					01-48-3-611	SPECIAL POLICE COMMODITIES	\$71.66
					01-60-3-605	OPERATING SUPPLIES	\$34.88
VENDOR TOTAL:							\$542.98

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/13/21

Vendor Name

Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
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Total Amount Being Paid: \$542.98

Total Number of Invoices: 1

Vendor Code	Vendor Name	1099	Invoice Total	Check Total	Net Inv/Ch
ARTHURJG	ARTHUR J. GALLAGHER	N	(1) 11,667.00	(1) 11,667.00	0.00
Grand Totals:			Total: 1 11,667.00	Total: 1 11,667.00	

Vendor Code	Vendor Name	1099	Invoice Total	Check Total	Net Inv/Ch
SAMSCLU	SAM'S CLUB/SYNCHRONY BANK	N	(1) 542.98	(1) 542.98	0.00
Grand Totals:			Total: 1 542.98	Total: 1 542.98	

TO: Bridget Wachtel, Village Manager
CC: Scott Bordui
FROM: John Brunke, Public Works Director
DATE: August 16, 2021
SUBJECT: Contract Award and Budget Amendment - Evans Road
 and Douglas Avenue Drainage Improvements



FLOSSMOOR

In June of 2021, the Village entered into an Intergovernmental Agreement with the MWRD for participation in their Stormwater Partnership Program for the Evans Road and Douglas Avenue Drainage Improvements project. The updated estimated construction cost of the project is \$831,622, and this program will fund 95.2% of the total construction cost up to an amount not-to-exceed \$754,000. The Village's matching funds for this project was estimated at \$150,000.

Baxter & Woodman Consulting Engineers completed the project's design engineering and we put the project out for public bid and advertised in the Chicago Tribune newspaper. Bid notices were also emailed out to seventy-one underground utility contractors in the Chicagoland area and seven of those companies requested bid documents. On Monday, August 9, bids were opened. We received two bids as follows:

- M&J Underground, Inc., Monee, IL - \$819,000.00
- Airy's, Inc., Joliet, IL - \$891,684.00

While it is difficult to determine why we only received two bids on the project, Staff feels that it could be due to the strict MWRD affirmative action participation requirements. The MWRD has required participation as follows: 20% Minority-owned Business Enterprises (MBE), 10% Women-owned Business Enterprises (WBE), 10% Small Business Enterprises (SBE), and 3% Veteran-owned Small Business Enterprises (VBE). And if these participation levels are not met, the MWRD can reduce the level of funding towards the project and the Village would have to cover the balance.

The lowest bid was received from M&J Underground, Inc. M&J Underground has completed many projects for the Village in the past and our experience with them has been excellent. M&J Underground is a certified Women-owned Small Business Enterprise. It should be noted that their bid is the only bid received with a plan that fully meets the MWRD participation requirements. In fact, their participation plan exceeds the requirement as follows: 26.2% MBE, 48.6% WME, 47.9% SBE, and 4.6% VBE.

Included in the FY22 Budget is \$783,200 for the construction of this project. Therefore, we will need to request a budget amendment in the amount of \$35,800. However, this amendment will be offset by the reduced construction cost compared to the updated construction estimate and therefore, reduced matching funds from the Village. Since the MWRD will provide \$754,000 towards the construction, the Village's balance for the construction will be \$65,000 and not the \$150,000 originally planned for construction, not including engineering costs which

are the Village's responsibility.

With the above information in mind, Public Works Staff recommends that the Mayor and Board of Trustees approve a contract for the Evans Rd. and Douglas Ave. Drainage Improvements Project to M&J Underground, Inc. in the amount of \$819,000 and approve a budget amendment to line 01-55-7-776 in the amount of \$35,800. Attached for reference is a bid tab and recommendation of award letter from Baxter & Woodman Consulting Engineers for reference.



8430 West Bryn Mawr Avenue, Suite 400, Chicago, Illinois 60631 • 815.459.1260 • baxterwoodman.com

August 11, 2021

President and Board of Trustees
Village of Flossmoor
2800 Flossmoor Road
Flossmoor, IL 60422

Attention:

RECOMMENDATION TO AWARD

Subject: Village of Flossmoor – Evans Road and Douglas Avenue Drainage Improvements

Dear President and Board of Trustees:

The following bids were received for the Project on August 9, 2021:

<u>Bidders</u>	<u>Amount of Bid</u>
M&J Underground, Inc. Monee, IL	\$816,000.00
Airy's, Inc. Joliet, IL	\$891,684.00

Our pre-bid opinion of probable cost for this Project was \$831,622.00.

We have analyzed each of the bids and find M&J Underground, Inc. to be the lowest responsible and responsive Bidder. Based on our prior experience with this bidder, we believe that M&J Underground, Inc. Monee, Illinois is qualified to complete the Project.

We recommend award of the Contract to M&J Underground, Inc. in the amount of \$816,000.00. A copy of our Bid Tabulation is enclosed for your records.

Attachment: Baxter & Woodman Letter of Recommendation (Evans & Douglas Drainage Contract Award)



Please advise us of your decision.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

A handwritten signature in blue ink, appearing to read "Sean O'Dell". The signature is fluid and cursive, with a large, stylized "S" and "O".

Sean O'Dell, P.E.

Encl.

I:\Crystal Lake\FLSMR\201305-Evans-Douglas\40-Design\12-Bidding\Letter of Recommendation.docx

Attachment: Baxter & Woodman Letter of Recommendation (Evans & Douglas Drainage Contract Award)

Village of Flossmoor, IL
Evans Road and Douglas Avenue Drainage Improvements

Bid Date/Time: August 9, 2021/9:00 AM
Engineer's Job No. 201305.40

				Engineer's Estimate		M&J Underground		Airy's, Inc.	
No.	Item	QTY	Unit	Unit Price	Total Price	Unit Price	Total	Unit Price	Total
1	MOBILIZATION	1	L SUM	\$ 40,000.00	\$ 40,000.00	\$ 19,249.00	\$ 19,249.00	\$ 55,871.00	\$ 55,871.00
2	TRAFFIC CONTROL AND PROTECTION	1	L SUM	\$ 48,000.00	\$ 48,000.00	\$ 7,581.00	\$ 7,581.00	\$ 20,054.00	\$ 20,054.00
3	PRECONSTRUCTION VIDEO RECORDING	1	L SUM	\$ 1,000.00	\$ 1,000.00	\$ 623.00	\$ 623.00	\$ 646.00	\$ 646.00
4A	4" TOPSOIL, SEEDING AND BLANKET	320	SQ YD	\$ 9.00	\$ 2,880.00	\$ 15.00	\$ 4,800.00	\$ 11.00	\$ 3,520.00
4B	SODDING	417	SQ YD	\$ 15.00	\$ 6,255.00	\$ 41.00	\$ 17,097.00	\$ 33.00	\$ 13,761.00
5	TREE ROOT PRUNING	36	EACH	\$ 75.00	\$ 2,700.00	\$ 135.00	\$ 4,860.00	\$ 140.00	\$ 5,040.00
6	TREE PROTECTION FENCING	713	FOOT	\$ 6.00	\$ 4,278.00	\$ 3.00	\$ 2,139.00	\$ 5.00	\$ 3,565.00
7	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	7	UNIT	\$ 75.00	\$ 525.00	\$ 65.00	\$ 455.00	\$ 67.00	\$ 469.00
8	TREE REMOVAL (OVER 15 UNITS DIAMETER)	60	UNIT	\$ 90.00	\$ 5,400.00	\$ 76.00	\$ 4,560.00	\$ 79.00	\$ 4,740.00
9	CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	446	FOOT	\$ 30.00	\$ 13,380.00	\$ 41.00	\$ 18,286.00	\$ 56.00	\$ 24,976.00
10	SIDEWALK REMOVAL AND REPLACEMENT	1,086	SQ FT	\$ 12.00	\$ 13,032.00	\$ 9.00	\$ 9,774.00	\$ 13.00	\$ 14,118.00
11	PROTECTIVE COAT	247	SQ YD	\$ 3.00	\$ 741.00	\$ 1.00	\$ 247.00	\$ 2.00	\$ 494.00
12	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT, 6"	53	SQ YD	\$ 80.00	\$ 4,240.00	\$ 89.00	\$ 4,717.00	\$ 115.00	\$ 6,095.00
13	DETECTABLE WARNINGS	16	SQ FT	\$ 40.00	\$ 640.00	\$ 31.00	\$ 496.00	\$ 39.00	\$ 624.00
14	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	18	CU YD	\$ 85.00	\$ 1,530.00	\$ 55.00	\$ 990.00	\$ 87.00	\$ 1,566.00
15	HMA REMOVAL, 1.25"	85	SQ YD	\$ 4.00	\$ 340.00	\$ 18.00	\$ 1,530.00	\$ 22.00	\$ 1,870.00
16	HMA REMOVAL, 5"	1,030	SQ YD	\$ 8.00	\$ 8,240.00	\$ 16.00	\$ 16,480.00	\$ 7.00	\$ 7,210.00
17	HOT-MIX ASPHALT SURFACE COURSE, 1.5"	98	TON	\$ 115.00	\$ 11,270.00	\$ 169.00	\$ 16,562.00	\$ 175.00	\$ 17,150.00
18	HOT-MIX ASPHALT BINDER COURSE, 3.5"	209	TON	\$ 105.00	\$ 21,945.00	\$ 120.00	\$ 25,080.00	\$ 125.00	\$ 26,125.00
19	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	101	FOOT	\$ 3.00	\$ 303.00	\$ 12.00	\$ 1,212.00	\$ 12.00	\$ 1,212.00
20	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	16	FOOT	\$ 8.00	\$ 128.00	\$ 48.00	\$ 768.00	\$ 49.00	\$ 784.00
21	INLET REMOVAL	2	EACH	\$ 400.00	\$ 800.00	\$ 445.00	\$ 890.00	\$ 396.00	\$ 792.00
22	MANHOLE REMOVAL	2	EACH	\$ 750.00	\$ 1,500.00	\$ 1,811.00	\$ 3,622.00	\$ 860.00	\$ 1,720.00
23	STORM SEWER ABANDONMENT	195	FOOT	\$ 15.00	\$ 2,925.00	\$ 14.00	\$ 2,730.00	\$ 15.00	\$ 2,925.00
24	STORM SEWERS, PVC, 12"	611	FOOT	\$ 90.00	\$ 54,990.00	\$ 81.00	\$ 49,491.00	\$ 89.00	\$ 54,379.00
25	STORM SEWERS, PVC (WMQ), 12"	67	FOOT	\$ 95.00	\$ 6,365.00	\$ 109.00	\$ 7,303.00	\$ 95.00	\$ 6,365.00
26	STORM SEWERS, PVC, 15"	12	FOOT	\$ 110.00	\$ 1,320.00	\$ 370.00	\$ 4,440.00	\$ 125.00	\$ 1,500.00
27	STORM SEWERS, PVC (WMQ), 18"	267	FOOT	\$ 135.00	\$ 36,045.00	\$ 137.00	\$ 36,579.00	\$ 156.00	\$ 41,652.00
28	STORM SEWERS, PVC, 24"	55	FOOT	\$ 170.00	\$ 9,350.00	\$ 203.00	\$ 11,165.00	\$ 225.00	\$ 12,375.00
29	STORM SEWERS, PVC (WMQ), 24"	22	FOOT	\$ 175.00	\$ 3,850.00	\$ 308.00	\$ 6,776.00	\$ 345.00	\$ 7,590.00
30	STORM SEWERS, RCP, 30"	159	FOOT	\$ 175.00	\$ 27,825.00	\$ 123.00	\$ 19,557.00	\$ 100.00	\$ 15,900.00
31	STORM SEWERS, PVC (WMQ), 30"	143	FOOT	\$ 215.00	\$ 30,745.00	\$ 313.00	\$ 44,759.00	\$ 341.00	\$ 48,763.00
32	STORM SEWERS, RCP, 42"	615	FOOT	\$ 250.00	\$ 153,750.00	\$ 247.00	\$ 151,905.00	\$ 180.00	\$ 110,700.00
33	MANHOLE, 4' DIA., TYPE 1 FRAME, CLOSED LID	3	EACH	\$ 5,000.00	\$ 15,000.00	\$ 2,383.00	\$ 7,149.00	\$ 3,383.00	\$ 10,149.00

Village of Flossmoor, IL
Evans Road and Douglas Avenue Drainage Improvements

Bid Date/Time: August 9, 2021/9:00 AM
Engineer's Job No. 201305.40

				Engineer's Estimate		M&J Underground		Airy's, Inc.	
No.	Item	QTY	Unit	Unit Price	Total Price	Unit Price	Total	Unit Price	Total
34	MANHOLE, 6' DIA., TYPE 1 FRAME, CLOSED LID	6	EACH	\$ 8,000.00	\$ 48,000.00	\$ 6,331.00	\$ 37,986.00	\$ 8,744.00	\$ 52,464.00
35	MANHOLE, 8' DIA., TYPE 1 FRAME, CLOSED LID	2	EACH	\$ 15,000.00	\$ 30,000.00	\$ 14,895.00	\$ 29,790.00	\$ 20,456.00	\$ 40,912.00
36	CATCH BASIN, TYPE C, 2' DIA., BEEHIVE GRATE	1	EACH	\$ 3,000.00	\$ 3,000.00	\$ 1,156.00	\$ 1,156.00	\$ 1,291.00	\$ 1,291.00
37	CATCH BASIN, TYPE A, 4' DIA.	1	EACH	\$ 4,000.00	\$ 4,000.00	\$ 2,496.00	\$ 2,496.00	\$ 3,935.00	\$ 3,935.00
38	CATCH BASIN, TYPE D, 3' DIA., HIGH CAPACITY FRAME & GRATE	1	EACH	\$ 4,000.00	\$ 4,000.00	\$ 2,095.00	\$ 2,095.00	\$ 2,326.00	\$ 2,326.00
39	CATCH BASIN, 5' DIA., BEEHIVE GRATE	1	EACH	\$ 5,000.00	\$ 5,000.00	\$ 2,735.00	\$ 2,735.00	\$ 3,734.00	\$ 3,734.00
40	INLET, TYPE A, 2' DIA., HIGH CAPACITY FRAME & GRATE	5	EACH	\$ 2,000.00	\$ 10,000.00	\$ 1,459.00	\$ 7,295.00	\$ 1,787.00	\$ 8,935.00
41	INLET, TYPE A, FRAME & GRATE (RADIAL)	2	EACH	\$ 2,000.00	\$ 4,000.00	\$ 1,130.00	\$ 2,260.00	\$ 1,756.00	\$ 3,512.00
42	WATER MAIN (OPEN CUT), 10" RJT, PVC - C900	98	FOOT	\$ 120.00	\$ 11,760.00	\$ 136.00	\$ 13,328.00	\$ 112.00	\$ 10,976.00
43	CONNECT TO WATER MAIN (NON-PRESSURE)	2	EACH	\$ 3,000.00	\$ 6,000.00	\$ 1,989.00	\$ 3,978.00	\$ 1,337.00	\$ 2,674.00
44	WATER SERVICE RECONNECTION	2	EACH	\$ 4,000.00	\$ 8,000.00	\$ 3,304.00	\$ 6,608.00	\$ 1,593.00	\$ 3,186.00
45	GATE VALVE, 10"	1	EACH	\$ 1,800.00	\$ 1,800.00	\$ 3,290.00	\$ 3,290.00	\$ 2,751.00	\$ 2,751.00
46	VALVE VAULT, 5' DIA	1	EACH	\$ 2,500.00	\$ 2,500.00	\$ 3,255.00	\$ 3,255.00	\$ 3,662.00	\$ 3,662.00
47	WATER MAIN FITTINGS - (RJT), 10" SLEEVE	2	EACH	\$ 300.00	\$ 600.00	\$ 1,090.00	\$ 2,180.00	\$ 785.00	\$ 1,570.00
48	WATER MAIN FITTINGS - (RJT), 10" 45 DEG BEND	3	EACH	\$ 400.00	\$ 1,200.00	\$ 1,086.00	\$ 3,258.00	\$ 781.00	\$ 2,343.00
49	WATER MAIN FITTINGS - (RJT), 10" 22.5 DEG BEND	1	EACH	\$ 400.00	\$ 400.00	\$ 1,076.00	\$ 1,076.00	\$ 770.00	\$ 770.00
50	10" LINE STOP	1	EACH	\$ 7,000.00	\$ 7,000.00	\$ 11,346.00	\$ 11,346.00	\$ 13,330.00	\$ 13,330.00
51	GRANULAR BACKFILL	2436	CU YD	\$ 50.00	\$ 121,800.00	\$ 55.00	\$ 133,980.00	\$ 66.00	\$ 160,776.00
52	INLET FILTER	16	EACH	\$ 200.00	\$ 3,200.00	\$ 130.00	\$ 2,080.00	\$ 206.00	\$ 3,296.00
53	PRECAST REINFORCED CONCRETE FLARED END SECTIONS, 30"	1	EACH	\$ 2,000.00	\$ 2,000.00	\$ 1,744.00	\$ 1,744.00	\$ 2,379.00	\$ 2,379.00
54	FENCE REMOVAL AND REINSTALLATION	50	FOOT	\$ 50.00	\$ 2,500.00	\$ 145.00	\$ 7,250.00	\$ 112.00	\$ 5,600.00
55	SANITARY SEWER SPOT REPAIR	2	EACH	\$ 1,000.00	\$ 2,000.00	\$ 4,092.00	\$ 8,184.00	\$ 1,818.00	\$ 3,636.00
56	ADJUSTING SANITARY SEWER SERVICE LINE	2	EACH	\$ 1,000.00	\$ 2,000.00	\$ 1,461.00	\$ 2,922.00	\$ 1,322.00	\$ 2,644.00
57	UTILITY PIPE HORIZONTAL DIRECTIONAL DRILLING (HDD)	206	FOOT	\$ 95.00	\$ 19,570.00	\$ 106.00	\$ 21,836.00	\$ 147.00	\$ 30,282.00
	TOTALS				\$ 831,622.00		\$ 816,000.00		\$ 891,684.00

TO: Bridget Wachtel, Village Manager
CC: Scott Bordui
FROM: John Brunke, Public Works Director
DATE: August 16, 2021
SUBJECT: Contract Award - Construction Engineering Services,
Evans Rd. and Douglas Ave. Drainage Improvements
Project



FLOSSMOOR

Attached is a proposal from Baxter & Woodman Consulting Engineers for the construction observation services needed during the construction of the Evans Rd. and Douglas Ave. Drainage Improvements Project. Since construction for this project will commence directly in established residential neighborhoods and near a major arterial roadway, construction observation services are critical to ensure the work is being done appropriately and in a timely manner. The proposed contract is comprised of seven specific tasks. The total not-to-exceed cost for this contract is \$95,000. The following is a list of the tasks included in the scope.

1. Construction Engineering
2. Project Initiation
3. Construction Administration
4. Field Observation - Full Time (8 weeks estimated at 40 hours per week)
5. Substantial Completion of Project
6. Completion of Project
7. Project Closeout

Included in the FY22 Budget is \$62,800 for this contract. At time of budget preparation, Staff estimated this budget based on using part-time construction field observation. Due to the size of the storm sewers to be installed in the residential areas and work that will be done on private property in easement areas, Staff feels it would serve us best to have full-time field observation of the work to ensure it is done correctly with minimal impacts to the residents in the project area. In order to make this change in scope, we will need to request a budget amendment in the amount of \$32,200. In the event that the project goes well and can be done with less observation, Staff will work with Baxter and Woodman to reduce the hours on the project and reduce the final amount spent on these services.

With the above information in mind, Public Works Staff recommends that the Mayor and Board of Trustees award the contract for the Evans Rd. and Douglas Ave. Drainage Improvements Project Construction Engineering Services to Baxter and Woodman Consulting Engineers in the not-to-exceed amount of \$95,000.00 and approve a budget amendment to line 01-55-7-777 in the amount of \$32,200. A representative from Baxter and Woodman will be in attendance at the meeting on Monday to answer any questions.

VILLAGE OF FLOSSMOOR, ILLINOIS
HAGEN LANE AND DOUGLAS AVENUE DRAINAGE IMPROVEMENTS
CONSTRUCTION ENGINEERING SERVICES

ENGINEERING SERVICES AGREEMENT

THIS ENGINEERING SERVICES AGREEMENT ("Agreement") effective as of _____, _____ ("Effective Date") between Village of Flossmoor, Illinois ("Owner") and Baxter & Woodman, Inc., an Illinois Corporation ("Engineer").

Owner's Project, of which the Engineer's services under this Agreement are a part, is generally identified in Exhibit A ("Project"), attached hereto and incorporated as though fully set forth herein;

Engineer has the capability and capacity to provide the necessary services to complete certain engineering services, as further set forth herein, necessary to complete the Project;

Owner desires to retain Engineer to provide the said services under the terms and conditions hereinafter set forth, and Engineer is willing to perform such services;

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Engineer (hereinafter, collectively, the "Parties", or each, individually, a "Party") agree that the recitals set forth above are a material part of this Agreement and further agree as follows:

1. **SERVICES OF ENGINEER.**

- 1.1 Engineer shall provide, or cause to be provided, if part of its scope, the services set forth herein and in Exhibit B (collectively, the "Services"), attached hereto and incorporated as though fully set forth herein.

2. **OWNER'S RESPONSIBILITIES.**

- 2.1 Owner shall provide the Engineer with all criteria and full information as to the Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications, and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- 2.2 Owner shall furnish the Engineer all available information pertinent to the Project including reports and data relative to previous designs, existing conditions, or investigations at or adjacent to the Project Site.
- 2.3 Owner shall furnish or otherwise make available additional project related information and data as is reasonably required to enable Engineer to complete its Services.
- 2.4 Owner warrants that all known hazardous materials on or beneath the site have been identified to the Engineer. The Engineer shall have no responsibility for the discovery,

presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials. The Engineer shall not be required by the Owner to provide certifications that soils, including soil mixed with other clean construction or demolition debris, are or are not contaminated unless this service is set forth in Exhibit B.

- 2.5 Owner agrees and acknowledges that the Engineer will rely, without liability, upon the accuracy and completeness of all information furnished by the Owner, including its consultants, contractors, specialty contractors, manufacturers, suppliers, and publishers of technical standards pursuant to this Agreement without independently verifying the information.
- 2.6 Owner agrees and acknowledges that the Engineer may reasonably rely on the express and implied representations made by contractors, manufacturers, suppliers, and installers of equipment, materials, and products required by the construction documents as being suitable fit for their intended purposes and compliant with the construction documents and applicable project requirements.
- 2.7 Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform Services under this Agreement.

3. **SCHEDULE FOR RENDERING SERVICES.**

- 3.1 Engineer is authorized to begin Services as of the Effective Date.
- 3.2 Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering Services, if any, or specific dates by which Services are to be completed, if any, are set forth in Exhibit B, and the Parties hereby agree such periods of time or specific dates are reasonable.
- 3.3 If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation shall be adjusted equitably.
- 3.4 If the Engineer is hindered, delayed or prevented from performing under the Agreement as a result of any act or neglect of the Owner (or those for whom the Owner is responsible) or force majeure, the time for completion of the Engineer's work shall be extended by the period of the resulting delay and the rates and amounts of Engineer's compensation shall be adjusted equitably. Force majeure includes, but is not limited to acts of God, wars, terrorism, strikes, labor walkouts, fires, natural disasters, or requirements of governmental agencies.

4. **COMPENSATION, INVOICES AND PAYMENTS.**

- 4.1 The Owner shall pay the Engineer for the Services performed or furnished under Exhibit B, Sections 1 through 7, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, the total of which will not exceed \$95,000, Engineer's Project No. 201305.60. The Engineer may

adjust the hourly billing rate and out-of-pocket expenses on or about January 1 of each subsequent year and will send the new schedule to the Owner.

- 4.2 The Engineer may submit requests for periodic progress payments for Services rendered. Payments shall be due and owing by the Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) (the "Act"). If Owner fails to comply with the requirements as set forth in the Act, the Engineer may, after giving seven (7) days written notice to the Owner, suspend Services under this Agreement until the Engineer has been paid in full all amounts due for Services, expenses, and late payment charges as provided in the Act. For the avoidance of any doubt, the provisions set forth in the Act shall apply to Owner, regardless of whether Owner is an entity specifically identified in Section 2 of the Act.
- 4.3 The Owner may, at any time, by written order, make changes to the scope of Services, which changes shall not become effective unless and until Engineer issues its written acceptance of same. If such changes cause an increase or decrease in the Engineer's fee or time required for performance of any Services under this Agreement, an equitable adjustment shall be made and this Agreement shall be modified. No Service for which added compensation is to be charged will be provided without first obtaining written authorization from the Owner. The Parties further agree that if elements of the scope of Services are reduced or eliminated by the Owner, then the Owner agrees to waive, forgive, release, and hold harmless the Engineer from all claims, causes of action, and damages arising from those reduced and/or eliminated Services. The Engineer shall not be responsible for any changes made to the Project documents by the Owner, contractor, or others, without the Engineer's prior review and written approval.

5. **OPINION OF PROBABLE CONSTRUCTION COSTS.**

- 5.1 The Engineer's opinion of probable construction costs, if the provision of which is included in its scope of Services, represents its judgment as a professional engineer. The Owner acknowledges that the Engineer has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. The Engineer cannot and does not warrant or guarantee that proposals, bids, or actual construction costs will not vary from the Engineer's opinion of probable cost. Engineer shall not be responsible for any cost variance.

6. **ENGINEER'S PERFORMANCE.**

- 6.1 The standard of care for all professional engineering and related services performed or furnished by the Engineer under this Agreement will be the same care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality on similar projects. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's Services.

- 6.2 Engineer shall be responsible for the technical accuracy of its Services and its instruments of service resulting therefrom, and Owner shall not be responsible for discovering deficiencies, if any, in them. Engineer shall correct known deficiencies in its instruments of service without additional compensation except to the extent such action is directly attributable to deficiencies, errors or omissions in Owner-furnished information.
- 6.3 The Engineer will use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards as of this Agreement's Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of Services, times of performance, or compensation, all of which shall be adjusted equitably as necessary.
- 6.4 Engineer may employ such sub-consultants as Engineer deems necessary to assist in the performance or furnishing of the Services, subject to reasonable, timely, and substantive written objections by the Owner.
- 6.5 Engineer shall not supervise, direct, control, or have charge or authority over any contractors' work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- 6.6 Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractors' failure to furnish and perform the work in accordance with the contract documents, which contractors are solely responsible for their errors, omissions, and failure to carry out the work.
- 6.7 Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction or surety bonding requirements.
- 6.8 Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer shall not provide advice or have any responsibility for municipal financial products or securities.
- 6.9 Engineer shall not be responsible for the acts of omissions of any contractor, subcontractor, or supplier, or of any of their employees or any other person (except Engineer's own employees, and consultants), at the Project site or otherwise in the furnishing or performing of any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.

- 6.10 Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute Engineer's acceptance of the assembled item.
- 6.11 Engineer's site observation shall be at the times agreed upon in Exhibit B. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address.

7. **INSURANCE.**

- 7.1 For the duration of the Project, the Engineer shall procure and maintain the following insurance coverage and Certificates of Insurance will be provided the Owner upon written request. The insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(1)	Worker's Compensation	Statutory Limits
(2)	General Liability Per Claim/Aggregate	\$1,000,000/\$2,000,000
(3)	Automobile Liability Combined Single Limit	\$1,000,000
(4)	Excess Umbrella Liability Per Claim/Aggregate	\$5,000,000/\$5,000,000
(5)	Professional Liability Per Claim/Aggregate	\$5,000,000/\$5,000,000

- 7.2 Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, the collective aggregate liability of the Engineer and its officers, directors, employees, or consultants, to anyone claiming by, through or under Owner for any claims, losses, costs, or damages arising out of, resulting from, of in any way related to the Project or the Agreement for any claim or cause of action, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity, subrogation, or warranty (express or implied), hereafter referred to as the "Claims", shall

not exceed the total remaining insurance proceeds available under the terms and conditions of Engineer's responding insurance policy.

8. **INDEMNIFICATION AND MUTUAL WAIVER.**

- 8.1 To the fullest extent permitted by law, Engineer shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by the Engineer's grossly negligent acts or omissions.
- 8.2 To the fullest extent permitted by law, Owner shall indemnify and hold harmless the Engineer and its officers, directors, employees, and consultants from and against all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, or others retained by or under contract to the Owner, negligent acts or omissions, willful misconduct, or breach of this Agreement.
- 8.3 To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, exemplary, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose.
- 8.4 In the event Losses or expenses are caused by the joint or concurrent fault of the Engineer and Owner, they shall be borne by each party in proportion to their respective fault, as determined by a mediator or court of competent jurisdiction.
- 8.5 The Owner acknowledges that the Engineer is a business corporation and not a professional service corporation, and further acknowledges, accepts, and agrees that the Engineer's officers, directors, and employees shall not be subject to any personal liability for services provided under this Agreement.

9. **TERM & TERMINATION.**

- 9.1 The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until the parties have performed their obligations under the Agreement's terms and conditions ("Term").

9.2 In addition to any other express termination right set forth elsewhere in this Agreement:

- (1) Engineer may terminate this Agreement, effective on written notice to Owner, if: (i) Owner fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after Engineer's delivery of written notice thereof; or (ii) there have been three (3) or more such payment failures in the preceding twelve (12) month period, regardless of whether any such failures were timely cured.
- (2) Either party may terminate this Agreement effective on written notice to the other party if the other party materially breaches this Agreement through no fault of the terminating party, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching party provides the breaching party with written notice of such breach.
- (3) Either party may terminate this Agreement, effective immediately, if the other party: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

9.3 If this Agreement is terminated by either party, the Engineer shall be paid for all Services performed through the effective date of termination, including reimbursable expenses. In the event of termination, the Owner will receive reproducible copies of Drawings, Specifications and other documents completed by the Engineer up to the effective date of termination.

10. USE OF DOCUMENTS.

- 10.1 All documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by Engineer to Owner pursuant to this Agreement) are instruments of service in respect to this Project, and the Engineer shall retain an ownership and property interest therein (including the copyright and right of reuse at the discretion of the Engineer) regardless of the Project's completion. Owner shall not rely in any way on any document unless it is in printed form, signed or sealed by the Engineer or one of its consultants.
- 10.2 Either party to this Agreement may rely on data or information set forth on paper (also known as hard copy) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Information in electronic format or text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience and not for reliance by the receiving party. The use of

such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies will govern.

- 10.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests and/or procedures within sixty (60) calendar days of receipt, after which the receiving party shall be deemed to have accepted the transferred data thus. Any transmittal errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files.
- 10.4 When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such information resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the creator.
- 10.5 The Engineer's document retention policy will be followed upon Project closeout. Executed copies of agreements, work orders, letters of understanding or proposals; design or other documents created by the Engineer or received from the Owner or a third party; plan review submittals from a third party and the Engineer's review of those submittals; and studies or reports prepared by the Engineer, will be kept for time periods set forth in the Engineer's document retention policy.

11. **SUCCESSORS, ASSIGNS AND BENEFICIARIES.**

- 11.1 Owner and Engineer are hereby bound, as are their respective successors, assigns, employees, and representatives to the other party to this Agreement with respect to all covenants, terms, promises, and obligations contained herein.
- 11.2 Neither the Owner nor Engineer may assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that are due or may become due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is required by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
- 11.3 Unless expressly provided otherwise in this Agreement, nothing contained shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, or other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

12. **DISPUTE RESOLUTION.** Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation, and performance thereof ("Disputes") shall be resolved with the following procedures:

- 12.1 Upon written notice of any Dispute, the parties shall attempt to resolve it promptly by negotiation between executives who have authority to settle the Dispute and this process

should be completed within thirty (30) calendar days (the "Negotiation") from the date of notice prior to invoking the procedures of paragraph 12.2 or other provisions of the Agreement, or exercising their rights under law.

- 12.2 If the dispute has not been resolved by Negotiation in accordance with Section 12.1, then the parties agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 calendar days of notice if the Dispute unless the parties mutually agree to a longer period. If such mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

13. **MISCELLANEOUS PROVISIONS.**

- 13.1 This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- 13.2 Any notice required under this Agreement will be in writing and addressed to the designated party at its address on the signature page. Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third (3rd) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.
- 13.3 All express representations, waivers, indemnifications, and limitations of liability in this Agreement will survive its completion and/or termination.
- 13.4 Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.
- 13.5 No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

- 13.6 To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.
- 13.7 This Agreement, together with any other documents incorporated herein by reference, constitutes the entire agreement between Owner and Engineer and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.
- 13.8 With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.
- 13.9 This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of the Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Engineer:
Baxter & Woodman, Inc.

Owner:
Village of Flossmoor

By: 

By: _____

Title: Vice President

Title: _____

Date Signed: August 12, 2021

Date Signed: _____

Address for giving notices:
8678 Ridgfield Road
Crystal Lake, IL 60012

Address for giving notices:
1700 Central Park Avenue
Flossmoor, IL 60422

Designated Representative:
Sean E. O'Dell, P.E.

Designated Representative:
John S. Brunke, P.E., CFM

Phone Number: 815-444-4438

Phone Number: 708-798-2300

Email Address: sodell@baxterwoodman.com

Email Address: jbrunke@flossmoor.org

VILLAGE OF FLOSSMOOR, ILLINOIS
HAGEN LANE AND DOUBLAS AVENUE DRAINAGE IMPROVEMENTS
CONSTRUCTION ENGINEERING SERVICES

EXHIBIT A

PROJECT DESCRIPTION

The Village of Flossmoor experiences localized ponding on private property at depressions near Hagen Lane and Douglas Avenue. Both of these locations are located in the northeast section of the Village that drain to Butterfield Creek to the southeast. However, the depressions at each location lack viable overland flow paths for positive drainage; the ponding near Hagen Lane is exacerbated by conveyance limitations within the existing storm sewer system. We are pleased to provide you with construction engineering services for the Hagen Lane and Douglas Avenue Drainage Improvements.

VILLAGE OF FLOSSMOOR, ILLINOIS
HAGEN LANE AND DOUGLAS AVENUE DRAINAGE IMPROVEMENTS
CONSTRUCTION ENGINEERING SERVICES

EXHIBIT B

PROJECT SCHEDULE

Notice to Proceed	August 2021
Substantial Completion Date	November 2021
Final Completion Date	December 2021

SCOPE OF SERVICES

1. CONSTRUCTION ENGINEERING – Act as Village’s representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
2. PROJECT INITIATION
 - a) Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Review Contractor insurance documents.
 - b) Attend and prepare minutes for the preconstruction conference, and review the Contractor’s proposed construction schedule and list of subcontractors.
3. CONSTRUCTION ADMINISTRATION
 - a) Attend periodic construction progress meetings.
 - b) Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Village agrees the Contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Village further agrees that the Engineer’s review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer’s consideration of a component does not constitute acceptance of the assembled item.
 - c) Review construction record drawings for completeness prior to submission to CADD.
 - d) Prepare construction contract Change Orders and work directives when authorized by the Village.
 - e) Review the Contractor’s requests for payments as construction work progresses, and advise the Village of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.

- f) Research and prepare written response by Engineer to request for information from the Village and Contractor.
- g) Project manager or other office staff visit site as needed.

4. FIELD OBSERVATION – FULL TIME

- a) Engineer's site observation shall be at the times agreed upon with the Village. Engineer will provide Resident Project Representatives at the construction site on a full-time basis of eight (8) weeks at forty (40) hours per week from Monday through Friday, not including legal holidays, as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the Contractor and Village to address. Engineer shall not supervise, direct, control, or have charge or authority over any Contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the contract documents, which Contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
- b) Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- c) Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Village of the construction progress and working days charged against the Contractor's time for completion.

5. SUBSTANTIAL COMPLETION OF PROJECT

- a) Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
- b) Prepare Certificate of Substantial Completion.

6. COMPLETION OF PROJECT

- a) Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- b) Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Village.
- c) Review the Contractor's requests for final payment, and advise the Village of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- d) Prepare construction record drawings, which show field measured dimensions of the completed work that the Engineers consider significant and provide the Village with CD or electronic copy within ninety (90) days of the Project completion.

7. PROJECT CLOSEOUT

- a) Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections. Prepare Certificate of Substantial Completion.
- b) Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- c) Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.
- d) Review the Contractor's requests for final payment, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- e) Prepare construction record drawings, which show field measured dimensions of the completed work that the Engineers consider significant and provide the Owner with an electronic copy within ninety (90) days of the Project completion.

Exclusions

The following items are excluded from this scope of services:

- Resident notification and coordination
- Wetland delineation and report – Not anticipated to be required
- Preparation of Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWPPP) to obtain an NPDES General Permit No. ILR10 – Not anticipated to be required
- Village Permit Application submittal – Not anticipated to be required

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TO: Bridget Wachtel, Village Manager
FROM: Robert Kopec, Fire Chief
DATE: August 16, 2021
SUBJECT: Agreement for Fire and Ambulance Protection
between the Village of Flossmoor Illinois and the
Sunnycrest Fire Protection District



FLOSSMOOR

The Sunnycrest Fire Protection District (SFPD) recently adopted the 2018 International Fire Code with certain amendments. The newly adopted SFPD fire code revisions began under Interim Chief Berk, with discussions about the Village providing the additional fire protection service. As the fire agency that provides services to SFPD, the county considers the Flossmoor Fire Department the authority having jurisdiction (AHJ). As the AHJ, the county currently requires the fire department to approve or deny sprinkler requirements for building permit applications submitted to the county.

The newly adopted fire codes mirror the fire codes adopted by the Village with the intent to maintain the same level of fire protection to the residents of Sunnycrest Fire Protection District. The county will maintain its authority over building codes, code enforcement and issuing of building permits. The Village will only have authority over fire code enforcement and plan review specific to fire protection requirements set forth in the fire code.

A review of the current agreement for service between the Village and SFPD was conducted. It was identified that under the current agreement, the Village lacked authority to enforce codes, issue violations or collect fees related to plan review and/ or citations.

Village attorney Kathi Orr and SFPD Attorney Tom Gilbert drafted a revised agreement that addresses the deficiencies. The revised agreement allows the Village to enforce, maintain and collect fees for services related to the fire codes. No additional changes were made within the agreement for service or existing fees.

The last regular board meeting of the SFPD, held August 3, 2021 the board unanimously passed the new agreement. At this time, I am seeking Village Board approval of the resolution approving an agreement between the Village of Flossmoor and the Sunnycrest Fire protection District commencing September 1, 2021.

RESOLUTION # _____
A RESOLUTION OF THE VILLAGE OF FLOSSMOOR, COOK COUNTY, ILLINOIS, APPROVING AN
AGREEMENT BETWEEN THE VILLAGE OF FLOSSMOOR, COOK COUNTY, ILLINOIS AND THE
SUNNYCREST FIRE PROTECTION DISTRICT

WHEREAS, the Village of Flossmoor, Cook County, Illinois (the “*Village*”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of this State; and,

WHEREAS, the Sunnycrest Fire Protection District (the “*District*”), is a duly created and validly existing fire protection district pursuant to the Illinois Fire Protection District Act (70 ILCS 705/*et.seq.*); and,

WHEREAS, the Village has been providing the District with ambulance and fire protection services for several years and the District has now requested the Village to provide fire code enforcement and plan review services on an as needed basis pursuant to the terms as provided in the Agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Flossmoor, Cook County, Illinois, as follows:

Section 1. That the Agreement by and between the Village of Flossmoor and Sunnycrest Fire Protection District, in the form attached hereto and made a part hereof, is hereby approved, and the Mayor and Village Clerk are hereby authorized to execute.

Section 2. That this Resolution shall be in full force and effect from and after its passage and approval by a majority vote of the Mayor and Board of Trustees.

Passed by the Mayor and Board of Trustees of the Village of Flossmoor, Cook County, Illinois this ____ day of _____, 2021.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

PASSED: _____

APPROVED: _____

PUBLISHED: _____

APPROVED:

Mayor

ATTEST:

Village Clerk

**AGREEMENT FOR FIRE AND AMBULANCE PROTECTION
BETWEEN THE VILLAGE OF FLOSSMOOR, ILLINOIS AND
THE SUNNYCREST FIRE PROTECTION DISTRICT**

THIS AGREEMENT, made this 3rd day of August, 2021, between the Village of Flossmoor, an Illinois municipal corporation (the "*Village*"), and the Sunnycrest Fire Protection District, an Illinois municipal corporation (the "*District*").

WITNESSETH:

WHEREAS, the Village has been providing the District with ambulance and fire protection services for several years and remains ready, willing and able to continue to render fire and ambulance protection services to the District pursuant to the terms hereinafter set forth; and,

WHEREAS, the District has now requested the Village to provide code enforcement services and plan review on an as needed basis, and is willing to pay the Village for such additional services as hereinafter provided.

NOW, THEREFORE, in consideration of the covenants and conditions herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by and between the parties hereto as follows:

1. This Agreement shall supersede and cancel any prior agreements, written or oral, between the parties, except for the existing 9-1-1 Emergency Telephone System agreement which shall remain in full force and effect.

2. SERVICES TO BE PROVIDED BY THE VILLAGE:

(A) Commencing September 1, 2021 and continuing until no real property remains in the District, the Village hereby agrees to furnish all property within the boundaries of the District with the full fire protection, rescue, Emergency ambulance services and Hazardous Materials response of the Department, to the extent of its ability to do so given its obligations to other municipalities and fire protection districts, and given its primary duty to furnish such services to property within the Village limits.

(B) Throughout the term of this Agreement, the Village shall also render to the District plan review and fire code enforcement on an as needed basis.

(C) The Department will provide monthly reports to the District concerning call activity, response time and other data regarding performance of the Department within the boundaries of the District.

3. DISTRICT TO BE RESPONSIBLE FOR REQUESTS FOR SERVICE:

The District agrees that it is responsible for all requests for fire extinguishing, rescue, Emergency ambulance service or Hazardous Materials response within the boundaries of the District, whether actual fire extinguishing, rescue Emergency ambulance service or Hazardous Materials response is rendered or not, and all such requests for service shall be regarded as authorized by and made on behalf of the District, regardless of who made such request. The fee for services to District residents shall be the same as the fee for such services to Village residents.

4. DISTRICT TO ENACT ORDINANCES FOR PAYMENT OF FEES:

The District acknowledges that to the extent it is permitted by law, it shall enact, enforce and maintain all Ordinances necessary to impose fees or charges upon the residents and non-residents of the District for ambulance, fire, rescue and hazardous material related incidents. Any charges made pursuant to this provision would, with the authority of the District, be initiated by the Village, at the cost of the Village, and any proceeds would be retained by the Village.

5. FEES FOR SERVICES RENDERED:

(A) In consideration of the foregoing fire protection, rescue, Hazardous Materials response and Emergency ambulance services to be rendered by the Village, the District agrees to pay to the Village the sum of Sixty-Five Thousand Two Hundred Twenty Three and 26/100 Dollars (\$65,223.76) during the 2021 calendar year (the "*Annual Payment*") first year of this Agreement. This continues to be based upon the average number of fire and ambulance calls. The recitation of the basis for the sum payable is not a limitation on or a formula for computing the annual amount payable.

(B) For each year after 2021, on the anniversary date, the Annual Payment shall be increased by the Consumer Price Index-Urban Figure as determined by the United States Department of Labor or five percent (5%), whichever is less under modified as follows:

- (i) The Annual Payment obligations of the District will not be modified unless the contract price as provided above exceeds seventy-five percent (75%) of the sum of 1. the maximum amount of property tax extension available to and received by the District, plus 2. the balance of funds received and remaining pursuant to 70 ILCS 705/20 (e) or any successor statute. In the event of the foregoing, the obligation of the District shall be to pay to the Village 75% of the above determined sum; and,
- (ii) In addition to the Annual Payment, the District shall pay fifty (50) dollars for each inspection made to a property within the District and fifty (50) dollars for each plan review, the amount charged to Village residents. This fee shall be increased only when and by the amount of any increase for such services charged to Village residents.

(C) Should the District default in its payments to the Village hereunder, the Village may, upon sixty (60) days written notice to the District, terminate this Agreement and cease to provide all services hereunder. Upon termination, the District shall pay the prorate amount provided for within this paragraph 5.

(D) All payments due under this contract shall be paid by October 31st of each year of this contract. By way of clarification, payment for the year 2021 shall be due October 31, 2021. Notwithstanding the above, payments may be made in installments during the year at the discretion of the District

6. **INSURANCE REQUIREMENTS:**

The Village agrees to maintain, throughout the term of this Agreement, insurance coverage through the insurers and in the amounts set forth below:

General Liability	\$2,000,000 combined single limit per occurrence for bodily injury \$4,000,000 general aggregate.
Automobile Liability	\$2,000,000 combined single limit per accident for bodily injury and property damage.

Insured through the Intergovernmental Risk Management Agency or such other insurance as the Village may choose. The Village agrees to have the District named as additional insured under its policy of insurance, for acts of the Village.

7. **PERSONNEL AND EQUIPMENT:**

All personnel and equipment necessary for the Village to perform its obligations hereunder shall be provided by the Village.

8. **FIRE ALARMS AND DISPATCHING:**

The Department will assume, and may assign to a 9-1-1 dispatch center of which it is a member all alarm call receipt and dispatching responsibility. Provided that the District has enacted the ordinance providing for penalties for false alarms as described in Section 4(B) of this Agreement, fire alarms connected to other monitoring stations may be connected to the Department's system at the same rates as are available to Village customers, if the District determines that such connection should be required. The Department and/or its assignee as provided above will be responsible for all other dispatching and communication.

9. PUBLIC EDUCATION AND FIRE SAFETY PROGRAMS:

The Department will provide to the residents of the District the same public education and fire safety programs which are available to Village residents.

10. AUTOMATIC AID:

The Department will make reasonable effort to secure Automatic Aid for the District from other Fire Departments and Fire Districts. Mutual Aid will be provided through agreements with MABAS divisions, or such successors as the Village may choose from time to time.

11. RETENTION OF CERTAIN REVENUES:

Except for fees, charges and costs as provided in Section 4 hereof, and payment of fees for services rendered as provided in Section 5 hereof, the District will retain all other sources of revenue..

12. PAYMENTS UNDER SECTION 20 OF THE FIRE PROTECTION DISTRICT ACT:

As further consideration of this Agreement, the parties agree that the Village does not owe the District any money by virtue of 70 ILCS 705/20, subparagraph (e). The Village will not be required to make payments under the provisions of that Act so long as it is providing services under this Agreement, such payments are hereby knowingly waived by the District. Further, the District shall not waive such payments for any other municipality and shall make reasonable effort to collect said sums

The parties agree that the District will not be required to file objections to disconnections under Section 20 of the Fire Protection Act (70 ILCS 705/20) with respect to any other municipalities unless requested in writing by the Village of Flossmoor at the Village's expense and by an attorney of the Village's choice. In no event shall the District file objections to annexations to the Village of Flossmoor.

Notwithstanding the preceding provisions of this Article 12, the Village shall give notice to the District of all annexations by the Village which causes property to be disconnected from the Fire Protection District. Said notice shall be given to the individuals identified in Article 13 and shall contain the common address as well as the PIN of the property.

13. NOTICES:

All notices required hereunder shall be made in writing and directed by certified United States mail, return receipt requested, to the parties currently as follows or their successors at such addresses as have been provided to the Village annually from time to time:

To the Department:

Chief Robert Kopec
Flossmoor Volunteer Fire Department
2828 Flossmoor Road
Flossmoor, IL 60422

To the District:

William Vitale, President
Sunnycrest Fire Protection District
4155 204th Street
Matteson, IL 60443

Chuck Burke, Secretary
3550 W. 196th Street
Flossmoor, IL 60422

Brian Kahn, Treasurer
3549 W. 196th Street
Flossmoor, IL 60422

With a copy to the District's Attorney:

Ottosen DiNolfo Hasenbalg & Castaldo
1804 N Naper Blvd, Suite 350
Naperville, IL 60563

With a copy to the Village's Attorney:

Attorney Kathleen Field Orr
2024 Hickory Road, Suite 205
Homewood, Illinois 60430

IN WITNESS WHEREOF, the Village has caused this Agreement to be executed and sealed on its behalf by its Mayor, with the attestation of the Village Clerk, pursuant to a Resolution of the Village Board of Trustees, and the District has caused this Agreement to be executed and sealed on its behalf by the President of its Board of Trustees, with the attestation of its Secretary, pursuant to a Resolution of its Board of Trustees.

Village of Flossmoor, an Illinois municipal corporation

Michelle Nelson, Mayor

Attest:

Village Clerk

Sunnycrest Fire Protection District,
an Illinois municipal corporation



President

Attest:



Secretary

TO: Bridget Wachtel, Village Manager
FROM: Scott Bugner, Building and Zoning Administrator
DATE: August 16, 2021
SUBJECT: Consideration of an Ordinance Approving a Special Use
for a Sport Court at 2705 Heather Road - Agbarah



FLOSSMOOR

On June 17, 2021 and continued on July 15, 2021 the Plan Commission held a public hearing to consider a request of a Special Use for a sport court. The request had been submitted by Emmanuel Agbarah, owner of the subject property. The facts of the matter are as follows:

The subject property is an interior lot located on the south side of Heather Road, improved with a single-family residence and attached garage. The lot is approximately 15,000 square feet in area.

In 2018, a permit for a 22' x 35' concrete patio located in the rear yard adjacent to the garage was issued. Subsequently, the patio had been converted to a sport court with a permanently mounted basketball backboard and a painted basketball court on the slab.

In April of this year staff received complaints from the neighbors on either side of the property regarding the basketball court. The complainants advised that there would be anywhere from 6 to 12 kids and adults playing at all times of the day and night and that whenever they are playing there is constant yelling and banging of balls against the backboard which infringes on the quiet enjoyment of their homes and that the basketball court has become a chronic nuisance.

Upon receipt of the complaints and verifying that the patio had been converted to a permanent sport court, the petitioner was advised that a special use permit would be required to continue the use as a sport court or to remove the backboard and return the use to a patio.

During the hearing on June 17, 2021 the petitioner argued that the court in the rear yard is safer because Heather Road is a busy street and that he wanted to protect his children and feel comfortable that when they were outside playing they would not be fearful of them running onto the busy street.

There were 11 correspondences submitted in support of the sport court, however only 2 provided addresses which were in close proximity to the subject property. Conversely, the neighbors directly adjacent to the subject property on either side (605 Park Drive and 608 Burns Avenue) were adamantly opposed to the continued use as a basketball court.

During the hearing on June 17, 2021, the Plan Commission asked the petitioner if he would like to continue the public hearing and offer him a chance to come up with a plan that the neighbors may be able to agree with. The petitioner agreed to continue the public hearing to

July 15, 2021.

During the continued public hearing, the petitioner provided the Plan Commission with a revised plan and stated that he had attempted to speak with one of the neighbors regarding the plan but that the neighbor did not want to discuss the matter. The proposed plan included a six-foot high vinyl privacy fence along portions of the west and south property line, the continued use of netting to prevent balls from entering onto the neighboring property to the west as well as proposed rules for the use of the court as follows:

Court Rules

1. Be respectful of the neighbors and keep the noise down.
2. Not more than 2 balls being used at a time.
3. No more than 6 players on the court at any time.
4. No one allowed on the court unless the petitioners are home.
5. Court hours from 9am to 9pm daily.

The neighbors on either side of the petitioner remained opposed a special use permit for the sport court and advised that the petitioner did not contact them regarding the proposed plan.

At the close of the public hearing, the Plan Commission found that the sport court did meet the standards for special use permits in accordance with Section 285-26-9 E. of the Flossmoor Zoning Ordinance and voted 4-0 in favor of recommending that a special use for a sport court be approved subject to the following conditions:

1. Install the fencing as proposed and continue the use of the netting.
2. Abide by the court rules as proposed by the petitioner.
3. Prohibit court lighting.

To assist you in your consideration of this matter please find attached the following materials:

- Application for Land Use Review
- Site Plan showing location of the court
- Staff memorandums
- Findings and Recommendations
- Legal Notice and Notice to Residents
- Address map locating the property
- Correspondence received for public hearing
- Proposed ordinance and exhibits

VILLAGE OF FLOSSMOOR

Office of the Zoning Administrator

Application for Land Use Review

This application is to be used for petitions for Village approval of consolidations, subdivisions, changes in zoning, planned unit developments, non-residential site plans and special use permits. If you should have any questions regarding the type of land use review that applies to your situation please contact the Office of the Zoning Administrator at (708) 798-2300. The application must be completed and returned to the Building Department accompanied by the required fee (see attached scheduled) and submittals. Submittal requirements are contained in the Village's Zoning and Subdivision Ordinances. No petition will be scheduled for consideration by the Village Plan Commission unless a completed application (including required submittals) has been received. Petitions must be received no later than twenty one (21) calendar days prior to the Plan Commission meeting.

PROPERTY INFORMATION

2705 HEATHER ROAD, FLOSSMOOR, IL 60422
Address/Location of Property for which a review is being requested (Subject Property)

EMMANUEL AGBARAH
Name of Applicant

2705 HEATHER ROAD, FLOSSMOOR, IL 60422
Applicant's Mailing Address

219-508-0548
Applicant Home Telephone Number

Applicant Work Telephone Number

OWNER
Applicant's Interest in Subject Property (Owner, contract purchaser etc)

If the applicant is not the owner of the property please provide the following information:

Owner's Name

Owner's Address

Owner's Telephone Numbers

Owner's Work Telephone Number

RECEIVED

MAY 10 2021

By _____

Attachment: 2705 Heather SU Application (2705 Heather Road - Special Use Sport Court)

ALL APPLICANTS MUST ANSWER THE FOLLOWING QUESTIONS

PLEASE INDICATE WHICH TYPE OF LAND USE REVIEW YOU ARE SEEKING:

- ☐ Approval of a Plat of Subdivision, Resubdivision or Consolidation
- ☐ Approval of a Request for Rezoning
- ☒ Approval of a Special Use Permit
- ☐ Approval of an Amendment to an existing Special Use Permit
- ☐ Approval of a Site Plan (Non-Single Family Residential)
- ☐ Approval of a Planned Unit Development
- ☐ Approval of an Amendment to an approved Planned Unit Development

What is the current Zoning of the subject property (i.e., R-1 Single Family Residential)?

SINGLE FAMILY RESIDENTIAL

What is the current use of the subject property (i.e. vacant, improved with single family home etc)?

Single family home

Please provide a brief description of the proposed request:

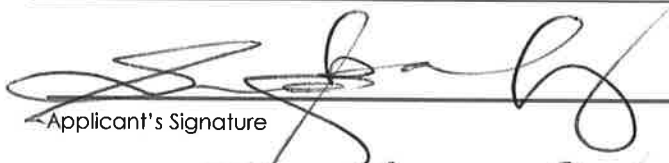
I would like to apply for special use permit for ~~the~~ my backyard patio to also function as a mini basketball court. It is safer because I live on a busy street and want my children to be safe while playing. I have little children and want to protect them and be comfortable that they are outside playing without fear of them running onto a busy street.

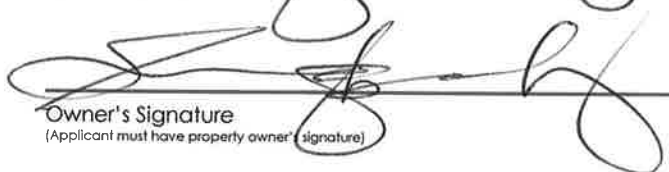
Please provide a brief description of the property involved including such information as dimensions, area, current use and existing improvements on the site.

22x35' patio that my children and I also use as a basketball court

To your knowledge, is the request in conformance with all requirements of the Flossmoor Zoning Ordinance? If not, please describe:

To my knowledge the request is in conformance with all requirements of the Flossmoor zoning ordinance.

Applicant's Signature 

Owner's Signature
(Applicant must have property owner's signature) 

Date

5/8/21

Date

5/8/21

Do Not Write Below, For Office Use Only:

Date Submitted:

5/10/21

Fee Paid:

\$300⁰⁰

Requested Hearing Date:

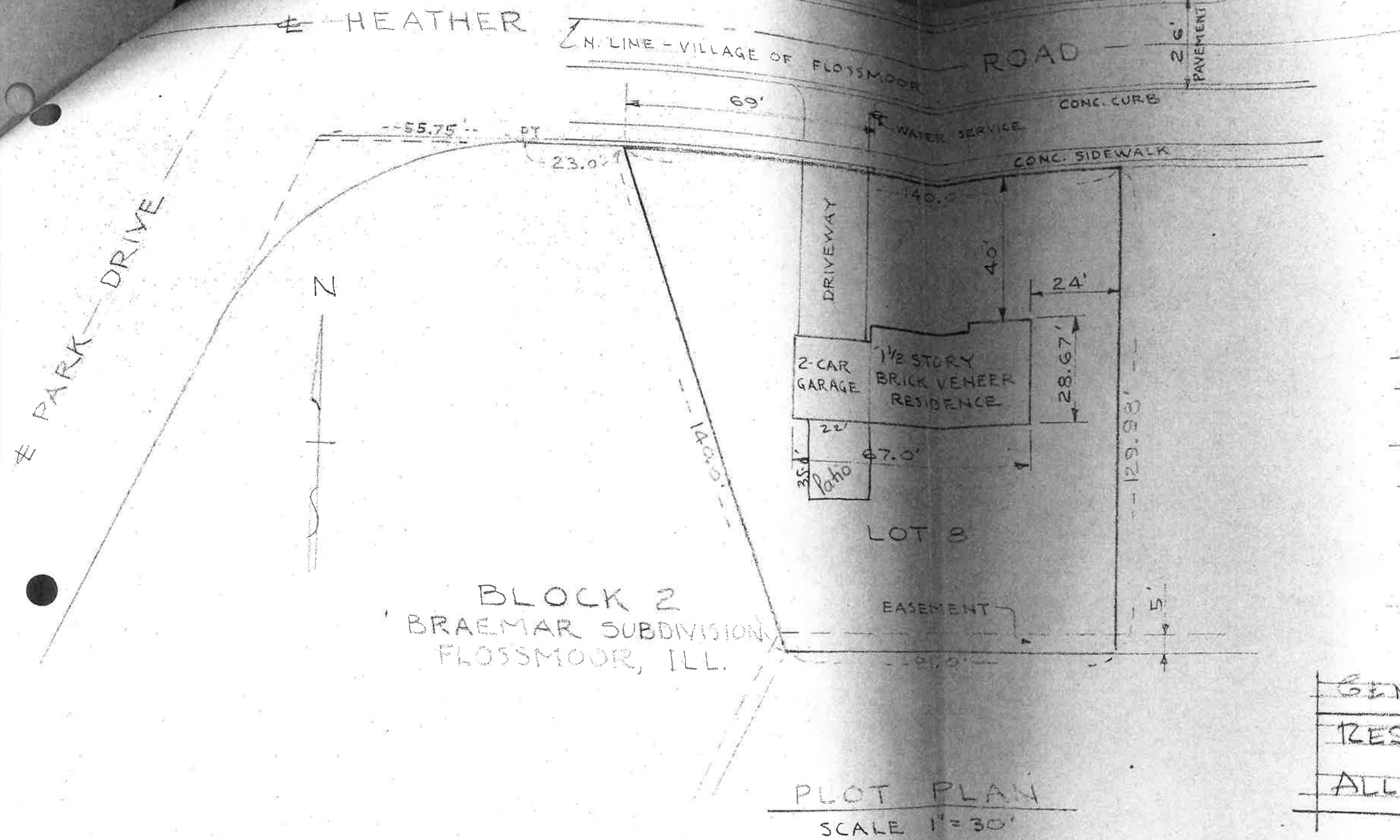
6/17/21

Date Published:

5/30/21

Date Residents Notified:

6/10/21



INDEX	TITLE
FIRST SECOND AND THIRD FLOOR	FOUNDATIONS & BASEMENT PL
ELEVATIONS	
FIRST SECOND AND THIRD FLOOR	FOUNDATIONS AND BASEMENT
ELEVATIONS & DETAILS	
SECTIONS & DETAILS	
ELEVATIONS & DETAILS	
HEATING PLAN - FIRST &	
HEATING PLAN - THIRD	

GENERAL NOTES FOR T

RESIDENCE SHALL BE AS S

ALL OTHER SHEETS SHALL

MEMORANDUM

TO: CHAIR CURRAN AND MEMBERS OF THE PLAN COMMISSION
FROM: SCOTT BUGNER, BUILDING AND ZONING ADMINISTRATOR
DATE: JUNE 10, 2021
RE: PUBLIC HEARING OF A REQUEST FOR A SPECIAL USE PERMIT – AGBARAH (2705 HEATHER ROAD)
SPORT COURT

We have received a request for a Special Use Permit for a sport court. The request has been submitted by Emmanuel Agbarah, owner of the subject property. The facts in the matter are as follows:

The subject property is an interior lot located on the south side of Heather Road, improved with a single-family residence and attached garage. The property is approximately 15,000 square feet in area.

In 2018, a permit for a 22' x 35' concrete patio located in the rear yard adjacent to the garage was issued. Subsequently, the patio has been converted to a sport court with a permanently mounted basketball backboard and a painted basketball court on the slab.

In April of this year staff received complaints from the neighbors on either side of the property regarding the basketball court. The complainants advised that there were would be anywhere from 6 to 12 kids and adults playing at all times of the day and night and that whenever they are playing there is constant yelling and banging of balls against the backboard which infringes on the quiet enjoyment of their homes and that the basketball court has become a chronic nuisance.

Upon receipt of the complaints and verifying that the patio had been converted to a permanent sport court, the petitioner was advised that a Special Use Permit would be required to continue the use as a sport court or to remove the backboard and return the use to a patio.

The petitioner argues that the court in the rear yard is safer because Heather Road is a busy street and wants to protect his children and feel comfortable that when they are outside playing there is no fear of them running onto the busy street.

To assist you in your consideration of this matter please find attached the following materials:

- Application for Land Use Review
- Site plan showing the location
- Legal Notice and Notice to Residents
- Address map locating the subject property

MEMORANDUM

TO: CHAIR CURRAN AND MEMBERS OF THE PLAN COMMISSION
FROM: SCOTT BUGNER, BUILDING AND ZONING ADMINISTRATOR
DATE: JULY 7, 2021
RE: CONTINUED - PUBLIC HEARING OF A REQUEST FOR A SPECIAL USE PERMIT – AGBARAH (2705 HEATHER ROAD) SPORT COURT

As you will recall during the public hearing held on June 17th 2021, the petitioner requested to continue the matter in order to devise a plan that may be agreeable to their neighbors and allow for the continued use of a sport court.

Since that time, the petitioner advised that the neighbor was unwilling to discuss the matter any further and therefore no agreement for any plan.

The petitioner has provided proposed plans and rules for the sport court as follows:

1. Install a 6' high white vinyl privacy fence along a portion of the west and south rear yard to curb the noise as depicted on the site plan and proposal.
2. Continued use of the netting to further prevent balls from entering the neighbor's yard.

Court Rules

1. Be respectful of the neighbors and keep the noise down.
2. Not more than 2 balls being used at a time.
3. No more than 6 kids on the court at any time.
4. No one allowed on the court unless the petitioners are home.
5. Proper footwear required.
6. Court hours from 9am to 9pm daily
7. Have fun and enjoy the game.

To assist you in your consideration of this matter please find attached the following materials:

- Staff memorandum from June 10th
- Application for Land Use Review
- Site plan showing the location of the court and proposed fence
- Fence proposal
- Legal Notice and Notice to Residents
- Address map locating the subject property

FINDINGS AND RECOMMENDATIONS

FLOSSMOOR PLAN COMMISSION

JULY 15, 2021

Special Use Permit for a Sport Court – Agbarah – 2705 Heather Road

1. The petitioner, Emmanuel Agbarah is the owner of the subject property located at 2705 Heather Road, Flossmoor IL. PIN #31-01-401-018-0000
2. The Subject property is a residential lot improved with a single-family dwelling and attached garage located on the south side of Heather Road.
3. The property is zoned **R-4**.
4. Section 285-8-3 of the Zoning Code regulating special uses in the **R-4** district refers to Section 285-5-3 E. permitting permanent sport courts accessory to single-family dwellings as a special use.
5. The petitioner is seeking a Special Use Permit for a sport court.
6. On June 17 and July 15, 2021 the Plan Commission held a Public Hearing for a Special Use Permit.

Upon review of all submittals and considering testimony offered by the petitioner and the public at the Public Hearing the Flossmoor Plan Commission finds that:

- A. A sport court may be permitted as a special use in the district in which it is located, and otherwise meets the standards for a special use permit set forth in Section 285-26-9 E. of the Flossmoor Zoning Ordinance.
- B. Recommends conditions that a six-foot high fence be constructed along portions of the south and west sides of the lot, that compliance with the proposed court rules be enforced, and that no lighting be installed to illuminate the court.

In conclusion the Plan Commission recommends to the Mayor and Board of Trustees that a Special Use Permit be **approved** as submitted.

Order ID: 6963561

* Agency Commission not included

GROSS PRICE * : \$73.50**PACKAGE NAME:** IL Govt Legal Daily Southtown**Product(s):** SubTrib_Daily Southtown, Publicnotices.com**AdSize(s):** 1 Column**Run Date(s):** Sunday, May 30, 2021**Color Spec.** B/W

Preview

LEGAL NOTICE PUBLIC HEARING

FLOSSMOOR PLAN COMMISSION

Notice is hereby given that on Thursday, June 17, 2021, the Flossmoor Plan Commission will hold a public hearing to consider a request for an amendment to a Special Use Permit. If approved it would allow a permanent sport court.

LEGAL DESCRIPTION:

LOT 8 IN BLOCK 2 IN BRAEMAR, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 1 AND PART OF THE WEST ½ OF LOT 1 IN THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT THEREOF RECORDED SEPTEMBER 3, 1952 AS DOCUMENT 1526441 IN COOK COUNTY, ILLINOIS

LOCATION: 1705 Heather Road**APPLICANT:** Emmanuel Agbarah**HEARING DATE:**

Thursday, June 17, 2021, beginning at 7:30 p.m. in the Flossmoor Village Hall, 2800 Flossmoor Road, Flossmoor, Illinois. This meeting will be held in person and remotely. Visit www.flossmoor.org for dial-in instructions.

All interested parties are encouraged to attend and to present oral or written testimony.

/s/ John Curran, Chairperson
Flossmoor Plan Commission
5/30/2021 6963561

Attachment: 2705 Heather Legal Notice (2705 Heather Road - Special Use Sport Court)



FLOSSMOOR

Welcoming. Beautiful. Connected.

Village of Flossmoor

Building Department
2800 Flossmoor Road
Flossmoor, Illinois 60422
Phone: 708.957.4101
TDD: 708.647.0179
Fax: 708.335.5490
www.flossmoor.org

Building and Zoning Administrator
Scott Bugner

Mayor
Michelle Nelson

Trustees
Joni Bradley-Scott
Gary Daggett
Brian Driscoll
Perry Hoag
George Lofton
James Mitros

Village Clerk

Village Manager
Bridget A. Wachtel

6.g

June 09, 2021

***THIS IS A COURTESY NOTICE ONLY**

Dear Resident:

On Thursday, June 17, 2020, the Flossmoor Plan Commission will hold a public hearing to consider a request for approval of a Special Use permit for a sport court at 2705 Heather Road

A map locating the property is shown on the back of this letter.

The meeting will be held in person and remotely beginning at 7:30 p.m. All interested parties are encouraged to attend and to present oral or written testimony. Members of the public may also comment on the Public Hearing by email to info@flossmoor.org. Comments received by 5:00 p.m. Wednesday, June 16, 2021 will be read into the record.

To join via computer, tablet or smartphone:

Join Zoom Meeting

<https://us02web.zoom.us/j/88229213147?pwd=cUYreXVWd3dONGh2aVI4ZFhqQWWhrZz09>

+1 312 626 6799 US (Chicago)

Meeting ID: 882 2921 3147

Passcode: 60422

One tap mobile

+13126266799,,88229213147#,,,,*60422# US (Chicago)

Please call me at 708-957-4101 or email me at sbugner@flossmoor.org if you have any questions.

Sincerely,

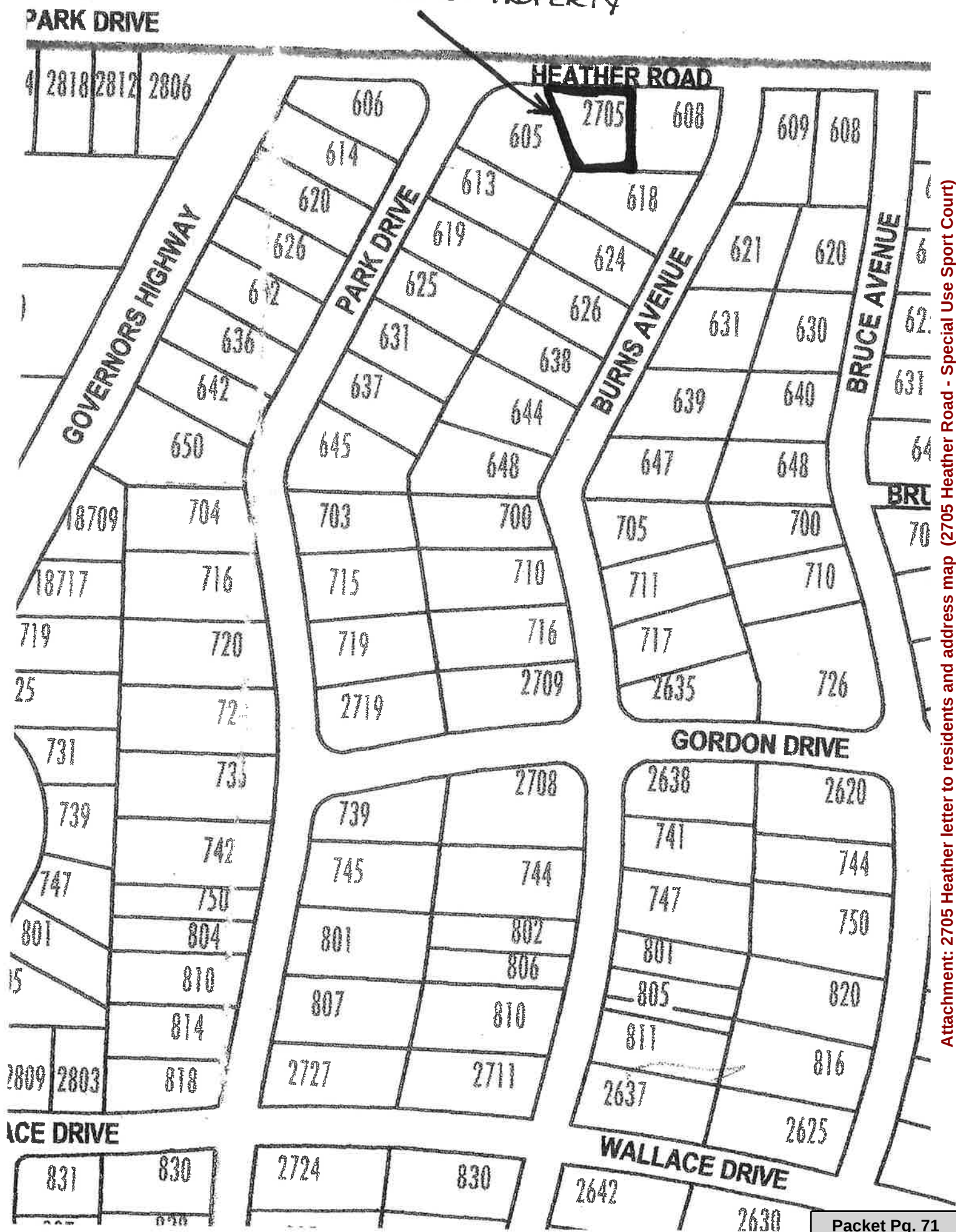
Scott M. Bugner

Building and Zoning Administrator

SMB/jf

Attachment: 2705 Heather letter to residents and address map (2705 Heather Road - Special Use Sport Court)

SUBJECT PROPERTY



Attachment: 2705 Heather letter to residents and address map (2705 Heather Road - Special Use Sport Court)

Scott M. Bugner

From: eagbarah@gmail.com
Sent: Wednesday, June 16, 2021 4:39 PM
To: Scott M. Bugner
Subject: 2705 Heather Road Special Use Permit

Hi Scott,

Here are the pictures of the temporary 9ft tall netting we have put in place to ensure the balls stay on my property. The primary reason of putting the basketball hoop in the backyard is for the safety of my children and their friends that come over to play. My garage is also full of storage items and equipment and as such I park my vehicles in the driveway. I just wanted to create a safe place for my children to be able to be kids and not have to worry about the cars speeding up and down Heather Road. I apologize for not knowing the rules, I would have applied for a special use permit from the beginning if I knew.



Attachment: 1705 Heather Road Correspondence (2705 Heather Road - Special Use Sport Court)









Emmanuel Agbarah
Sent from my iPhone

Attachment: 1705 Heather Road Correspondence (2705 Heather Road - Special Use Sport Court)

Scott M. Bugner

From: Allison J. Matson
Sent: Monday, June 14, 2021 9:19 AM
To: Scott M. Bugner; 'Kathleen Field Orr'
Subject: FW: Special Use Permit for 2705 Heather Road

From: Stephanie Anglin <stephanieanglin693@gmail.com>
Sent: Monday, June 14, 2021 8:32 AM
To: Allison J. Matson <amatson@flossmoor.org>
Cc: Walter Anglin <walteranglin605@gmail.com>
Subject: Special Use Permit for 2705 Heather Road

Dear Flossmoor Planning Commission:

We are owners of the property located at 605 Park Drive and provide the following testimony against awarding a Special Use permit for the sports court that was illegally erected by our neighbors.

The residents at 2705 Heather Road applied for a permit to build a patio; but proceeded to erect a sports court that has resulted in increased costs and diminished enjoyment of our home. One can only assume that they were hoping to beg forgiveness vs. seeking permission when they purposefully lied about the intended use of the construction. The significant adverse impact that has directly resulted from their actions include chronic noise, increased costs, projectile objects, and inability to use our property for normal residential activities.

We have lived in this neighborhood for about 17 years now without incidence. Our sons, along with others in the area, enjoy playing basketball and have a portable basketball hoop in our driveway. The sport court erected by our neighbors is different from the passive recreational setting typically found in a residential area. The sports court that our neighbors erected is the active recreational type that is of an intensity more typically found in parks, schools, clubs, or arenas. There have been numerous times when anywhere from 6 to 12 kids and adults are playing basketball at all times of the day and night. Each person will often have their own ball and will bounce and throw the balls against the backboard at the same time. The neighbors also installed lighting over the court which has enabled them to play late into the night. We are also aware that residents and non-residents have had open use of this area even when the owners were not at home. Also, as is typical in an arena or park setting, there is shouting, and screaming at noise levels that can be heard in our kitchen, family room, bathrooms, and sunroom.

The point where the balls are bounced and launched towards the backboard is only $\approx$ 17 feet from our kitchen window. Due to the location of their sports court and its proximity to our homes the sound is unbelievably unbearable (even with the windows closed). Intermittent and repetitive pounding on concrete coupled with shouting and screaming are some of the most distressing sounds to the human body and can lead to health concerns. This infringes on the quiet enjoyment of our home as we are not able to relax in our sun room, kitchen, family room or garden. Their game playing occurs at all hours throughout the day and night. Until they were forced to stop there was constant stress of not knowing how we can return to the peace and tranquility that existed with the previous owners.

We have tried to talk to the owners on numerous occasions regarding the problems they have created to no avail. We have spent thousands of dollars to create a natural barrier between our properties to keep them from trespassing onto our property to retrieve the balls resulting from overthrows, missed shots and multiple balls thrown at the same time. We contacted the police and complained about their repeated trespassing. It is important to note that the Agbarrahs disregarded specific instructions not to play basketball on the court on numerous occasions unless they received a special use permit. They violated these instructions regularly since receiving them. The Agbarrahs did not care for the appearance of their yard and neglected to maintain its appearance until they were made to abide by

6-17-21

Lynn Schallmo,

This letter is to add to the Anglin's response to the Village regarding 2705 Heather Rd and the hearing scheduled to take place tomorrow the 17th. We live on the East side of the Agbarah family and can attest to everything the Anglin's have stated. The Agbarah family does not take into consideration their neighbors at all. To add to the mess of this sports court - they have now built a patio on the SIDE of their house which is directly across from our deck which is in our backyard (where most logical people would put a deck or patio - right outside their back door not on the side). On weekend evenings they have 20 or so guests - they have on music, they dance, kids are running all around, their fire pit smoke goes right in our windows but most concerning - they have illegally put up two flood lights and a camera which looks directly into our family room and kitchen. We have already incurred expenses to put up evergreens to try to block them (as did the Anglin's) but they just can't grow fast enough. We cannot even go on our deck to quietly relax and talk because they always have some sort of party going on. They have taken over our back yards and give no regard to neighbors. When the basketball playing was in high gear - the noise and commotion was so disturbing and friends would ride their bikes through our yard.

Besides having to hopefully cease with the basketball playing - we implore the Village to require the Agbarah's to put up a privacy fence so we can have some peace in our lives as they are nuisance neighbors. Thank you for your time and consideration.

Sent from my iPhone

Attachment: 1705 Heather Road Correspondence (2705 Heather Road - Special Use Sport Court)

the village rules. This is further evidence of the attitude and pattern of behavior which would persist if they are granted the special use permit.

We live in a neighborhood where the owners pay a significant amount of money in taxes for a good quality of life and we expect everyone who lives here to embrace all the responsibilities associated with living in a neighborhood such as the one we live in. It is a combination of property maintenance, mutual respect and consideration of others that makes a neighborhood a desirable one where property values continue to appreciate as the markets allow. There are alternatives (even if not preferred or considered less ideal for the property owner) to play recreational basketball with minimal impact to their neighbors – a portable hoop in the driveway, numerous parks and schools provide suitable space and equipment for this activity.

We implore the committee to deny the special use permit due to the persistent and chronic problems it has created for those who live near them. We also believe the committee should make it clear to the owners that recklessly and willfully violating the rules will not be tolerated. Granting a special use permit in this case would be a green light for more to be without proper review necessary to balance the interest and impact of their neighboring tenants.

Thank you for your service and consideration.

Sincerely,
Walter and Stephanie Anglin

Attachment: 1705 Heather Road Correspondence (2705 Heather Road - Special Use Sport Court)

Scott M. Bugner

From: Allison J. Matson
Sent: Wednesday, June 16, 2021 4:54 PM
To: Scott M. Bugner
Subject: FW: Agbarah Special Use Permit

From: Tommy Bazan <tmmbzn@gmail.com>
Sent: Wednesday, June 16, 2021 4:53 PM
To: Allison J. Matson <amatson@flossmoor.org>
Subject: Agbarah Special Use Permit

To whom it may concern,

I am writing to address an upcoming decision regarding a recently installed basketball court at the Agbarah home in Flossmoor.

I am a colleague and a friend to the Agbarah's and would like to share that their home and more specifically their back yard is a safe place for many families in the community. I have come over to visit and have noticed that neighborhood children walk across the street directly into their backyard as if it were their own knowing it was a place they could play safely. It provides ample space away from traffic and an environment that allows kids to play safely as well as the Agbarah's to monitor and watch them.

If they were required to remove the basketball court or forced to move it in front of the house it would likely put children in harm's way with a busy street feet away. I'm unsure of what if any negative impact the court has on surrounding neighbors but I can attest that forcing them to remove it would do more harm than good.

--
Regards,

Tom Bazan
630-649-1420

Attachment: 1705 Heather Road Correspondence (2705 Heather Road - Special Use Sport Court)

Scott M. Bugner

From: Allison J. Matson
Sent: Wednesday, June 16, 2021 5:01 PM
To: Scott M. Bugner
Subject: FW: 2705 Heather Rd

-----Original Message-----

From: Katie Huidobro <katie.huidobro@gmail.com>
Sent: Wednesday, June 16, 2021 5:00 PM
To: Allison J. Matson <amatson@flossmoor.org>
Subject: 2705 Heather Rd

To whom it may concern,

My daughter is the niece of Liz and Emmanuel Agbarah. They have been living in Flossmoor for 11 years. Their home has always been a safe and fun place for my daughter to grow up.

I am in full support of their use of backyard patio as a basketball sport court. Being able to play safely in the backyard gives every parent the peace of mind that you would expect to have in Flossmoor.

Thank you,

Katie Huidobro

Attachment: 1705 Heather Road Correspondence (2705 Heather Road - Special Use Sport Court)

Scott M. Bugner

From: Allison J. Matson
Sent: Tuesday, June 15, 2021 9:28 PM
To: Scott M. Bugner
Subject: Fwd: Special Permit: Sport Court @2705 Heather Rd

Begin forwarded message:

From: Andre and Andrea Senegal <senegalfamily@yahoo.com>
Date: June 15, 2021 at 8:19:06 PM CDT
To: "Allison J. Matson" <amatson@flossmoor.org>
Subject: **Special Permit: Sport Court @2705 Heather Rd**
Reply-To: Andre and Andrea Senegal <senegalfamily@yahoo.com>

To whom it may concern:

We are writing to you to express our delight and excitement for the prospect of a sport court at 2705 Heather Rd. We love the idea of having a private safe place for our three children to play basketball, especially our younger ones who are just learning the sport. They aren't quite old enough to join a league, and we feel the best way for them to learn the game in a nurturing environment is to play with our friends and neighbors at 2705. We thank you kindly in advance for your consideration of this court, and strongly encourage you to approve the special permit for its installation.

Thank you for your time,
André and Andréa Senegal

Sent from Yahoo Mail on Android

Attachment: 1705 Heather Road Correspondence (2705 Heather Road - Special Use Sport Court)

Scott M. Bugner

From: Allison J. Matson
Sent: Tuesday, June 15, 2021 9:28 PM
To: Scott M. Bugner
Subject: Fwd: Sport Court 2705 Heather Rd

Begin forwarded message:

From: Ashley Rich <ashley.paige310@gmail.com>
Date: June 15, 2021 at 9:27:17 PM CDT
To: "Allison J. Matson" <amatson@flossmoor.org>
Subject: Sport Court 2705 Heather Rd

To whom it may concern:

I am in full support of the Special Use permit for a sports court at 2705 Heather Rd. This court provides a safe space for children to play without the constant worry of having basketballs bounce out into a 2-way street with neighborhood traffic.

As an educator in Flossmoor, I feel reassured to know that there are families that are thinking ahead and being proactive about these types of safety issues for the children in the community. Not only will this court provide safety for the children within the home but also their friends and family that come to visit to play as well. Please consider the safety of our children when thinking about what this family's alternative choice would have to be in the event that they are not able to have the sports court in the safety of their backyard. Thank you for your time.

Best regards,

Mrs. Ashley Rich
First Grade Teacher
Western Avenue Elementary
arich@sd161.org



Attachment: 1705 Heather Road Correspondence (2705 Heather Road - Special Use Sport Court)

Scott M. Bugner

From: Allison J. Matson
Sent: Monday, June 14, 2021 4:37 PM
To: Scott M. Bugner; 'Kathleen Field Orr'
Subject: FW: Backyard Court on Heather

-----Original Message-----

From: Kathryn Nieckula <knieckula@hf233.org>
 Sent: Monday, June 14, 2021 4:34 PM
 To: Allison J. Matson <amatson@flossmoor.org>
 Subject: Backyard Court on Heather

Dear Flossmoor Plan Commission,

I have been a resident of Flossmoor for 12 years. I live on the corner of Park and Heather and I have the pleasure of being neighbors with the Agbarah family.

Heather Road has become busier over the years including an increase in speeding. When we purchased this home in 2009, we didn't visualize the danger of our future children living on this corner.

My two boys love to play basketball (ages 10 and 6). We have purchased two different safety fences over the years to catch balls from rolling into the street. Now that the boys are older the intensity of the game has increased and so has the need for more safety. That little fence is no longer! We also have to supervise the friends of our children (who are not familiar with Heather road) to not run after the ball into the busy street.

We were so happy that the Agbarah's put a hoop in their backyard and invited my boys to play. They loved to go over and play ball and my husband and I could trust they were safe. We thought it was such a great idea.

Please consider the safer option.

Thank you,
 Katie and Paul Nieckula
 606 Park Drive

Attachment: 1705 Heather Road Correspondence (2705 Heather Road - Special Use Sport Court)

Scott M. Bugner

From: Allison J. Matson
Sent: Tuesday, June 15, 2021 9:25 AM
To: Scott M. Bugner
Subject: Fwd: 2705 Heather Road

Begin forwarded message:

From: James Webb <jaywebb96@yahoo.com>
Date: June 15, 2021 at 9:07:33 AM CDT
To: "Allison J. Matson" <amatson@flossmoor.org>
Subject: 2705 Heather Road

To whom it may concern, the reason for this email is to express disbelief over an environment that seems to be causing problems.

My kids play basketball at 2705 Heather Road, the Agbarah family has a court in their back yard where I feel is much safer than a rim in the driveway.
kids are not chasing balls in the street disrupting traffic while risking being injured on Heather road which can be busy at times.
please help me understand why this is a problem?

Attachment: 1705 Heather Road Correspondence (2705 Heather Road - Special Use Sport Court)

To Whom It May Concern:

I am writing this letter in support of the sport court located at 2705 Heather Road. I received the letter sent out to the residents and sending this on behalf of my family and myself. I have been a resident for over 13 years and have always loved the community. I often walk my dogs and ride my bicycle past the house in question. I am surprised this is an issue. I have worked with the youth of this and many other communities for most of my adult life. When I see youth playing outside, it always warms my heart. So many youth of today spend so much time indoors, playing video games and watching t.v. To see any youth enjoying themselves in a healthy and productive way outside, especially during these times of COVID, but even before this pandemic, is what we strive for in this world and should be encouraged. It is a wonderful gift to see kids have a safe place to play. I am in favor of all outdoor sport courts and play whether it be in front or in back of the home. When it is in back of the home, one doesn't have to worry about the youth running in the street to chase the ball or even playing in the street like other children who don't have the room to have a court or even hoop in their driveway at all. We are a community that has been through so much lately, and we should embrace and encourage youth who have not only the motivation but the opportunity to play and be active in a safe place such as the sport court at 2705 Heather Road. I once again fully support the sport court.

Thank you,

A. Soloff

Attachment: 1705 Heather Road Correspondence (2705 Heather Road - Special Use Sport Court)

Scott M. Bugner

From: Allison J. Matson
Sent: Wednesday, June 16, 2021 8:36 AM
To: Scott M. Bugner
Subject: FW: Special permit for sport court

-----Original Message-----

From: Brit Volini <bgvolini@gmail.com>
Sent: Tuesday, June 15, 2021 9:31 PM
To: Allison J. Matson <amatson@flossmoor.org>
Subject: Special permit for sport court

Hello,

My family is very close with the Agbarah Family at 2705 Heather Rd in Flossmoor. My kids are 7 and 5 and love to play in their back yard, particularly the sport court. It's puts my mind at ease knowing they're not playing close to the street with the threat of speeding traffic up and down heather. I am in full support of this permit

Thank you!

Brit Volini

Attachment: 1705 Heather Road Correspondence (2705 Heather Road - Special Use Sport Court)

Scott M. Bugner

From: Allison J. Matson
Sent: Tuesday, June 15, 2021 7:55 PM
To: Scott M. Bugner
Subject: FW: Basketball at Emanuel's property

-----Original Message-----

From: Joel Ortiz Padilla <chefjop81@yahoo.com>
Sent: Tuesday, June 15, 2021 7:25 PM
To: Allison J. Matson <amatson@flossmoor.org>
Subject: Basketball at Emanuel's property

Hello my name is Joel Ortiz.

I live at 2708 Heather rd and have been a resident since 2018. In this time my 3 children have at Emmanuel home many time I feel safer with my children playing basketball in the back of his home since cars often will drive very fast down Heather rd. I have never had any incident regarding my children playing there no have ever felt concerned about their safety. Since COVID-19 has made social and public sports and events I have appreciated even more Emanuel's willingness for my children to be outside and exercise. Recently my children have not been able to play basketball at Emmanuel house and i sincerely hope that they can get back to being able to be children and play safely so that I may continue to have peace of mind living here in Homewood, Flossmoor

Sincerely

Joel Ortiz

Sent from my iPhone

Attachment: 1705 Heather Road Correspondence (2705 Heather Road - Special Use Sport Court)

Scott M. Bugner

From: Allison J. Matson
Sent: Wednesday, June 16, 2021 1:34 PM
To: Scott M. Bugner
Subject: FW: 2705 Heather Rd Sport Court

-----Original Message-----

From: Tony Baert <tonystang65@aol.com>
Sent: Wednesday, June 16, 2021 1:31 PM
To: Allison J. Matson <amatson@flossmoor.org>
Subject: 2705 Heather Rd Sport Court

To Whom It May Concern:

I am writing this letter in support of the sport court located at 2705 Heather Road. We are a family of five and have been a residents for all of our lives and even attended Homewood Flossmoor High School. I have always been proud of our community, especially how we banded together during the pandemic and these uncertain times. We often walk our dogs past the house in question. The family at 2705 Heather Road has always been a joy to speak with and share a friendly wave whenever we happen to coincide. I have also worked in this community for 23 years and counting. My family and I have often remarked on how wonderful it is to see youth engaging in outdoor activities such as the family in question. So many youth spend so much time inside, playing the newest video game console or participating in the trending social media platform. To see the kids of the neighborhood enjoying themselves in a proactive and healthy way outside, especially during the times of COVID, should be encouraged and nourished. It is refreshing to see kids have a safe place to play and parents that are involved and care enough to provide that for them. I fully support this outdoor sport courts and play. When it is in back of the home, one doesn't have to worry about children running in the street to chase the ball or even playing in the street like other children who don't any other place to play. Sports are extremely important in children's lives. They promote mental and physical health and teamwork as well and can open many doors for them that aren't available to all children. This type of activity should be encouraged not discouraged. One of the things we love most about the community is the way the village and residents work together to promote a healthy and unified environment. My family and I fully support the sport court.

Sincerely,

Tony, Anna, Bella, Stella and Bentley

Sent from my iPhone

Attachment: 1705 Heather Road Correspondence (2705 Heather Road - Special Use Sport Court)

Scott M. Bugner

From: Allison J. Matson
Sent: Wednesday, June 16, 2021 1:59 PM
To: Scott M. Bugner
Subject: Fwd: Special Use Permit-Heather Rd.

Begin forwarded message:

From: Alexandra Bjorklund <abeatt717@gmail.com>
Date: June 16, 2021 at 1:58:29 PM CDT
To: "Allison J. Matson" <amatson@flossmoor.org>
Subject: Special Use Permit-Heather Rd.

To whom it may concern,

I am writing in regards to a Special Use Permit request for 2705 Heather Rd.

I take great comfort and have peace of mind knowing my three young kids, 5, 7 & 12, have a safe place to run, dribble and play basketball. Heather Rd has a serious issue with speeding cars at all times of the day. It takes one ball in the street, one car speeding, one driver not paying attention to cause a horrific outcome.

The owners have taken the proper measures to contain the ball to their yard and gives the kids a great place to get outside, safely, and enjoy being kids!

I strongly urge you to allow the Special Use Permit at 2705 Heather Rd.

Thank you for your time.

Sent from my iPhone

Attachment: 1705 Heather Road Correspondence (2705 Heather Road - Special Use Sport Court)

Scott M. Bugner

From: Allison J. Matson
Sent: Wednesday, July 14, 2021 10:05 AM
To: Scott M. Bugner
Subject: FW: Special Use Permit for 2705 Heather Road, Flossmoor, IL 60422

From: Stephanie Anglin <stephanieanglin693@gmail.com>
Sent: Wednesday, July 14, 2021 10:02 AM
To: Allison J. Matson <amatson@flossmoor.org>
Cc: Walter Anglin <walteranglin605@gmail.com>
Subject: Special Use Permit for 2705 Heather Road, Flossmoor, IL 60422

Dear Flossmoor Planning Commission:

We are owners of the property located at 605 Park Drive and are providing the following testimony to support our request to deny a Special Use Permit for the sports court that was illegally erected by our neighbors.

We have provided written and oral testimony of the adverse impact and diminished quality of life caused by our neighbors' sport court during the initial hearing: chronic noise, increased costs, projectile objects, and an inability to use our property for normal residential activities. The area where the balls are bounced and launched towards the backboard is less than 18 feet from our kitchen window. Due to the location of their sports court and its proximity to our home the sound is unbelievably unbearable (even with the windows closed). Intermittent and repetitive pounding on concrete coupled with shouting and screaming are some of the most distressing sounds to the human body and can lead to health concerns. The added stress and inability to relax in our sunroom, kitchen, family room or garden has negatively impacted our quality of life.

The owner of 2705 Heather Road, Emmanuel Agbarrah, stated that his request for a sports court was due to concern for the safety of his little children. However, this isn't an accurate depiction of its use. Emmanuel and his friends played on the court as often if not more so than his sons (who are certainly beyond the age of darting into the street). Emmanuel has already confirmed that he and his friends played on the court during the initial hearing. Also, during the hearing, it was confirmed that the Agbarrah's use of the sports court - the number of people and basketballs in play on the sports court - amounted to that which is typically found in a park, playground, or arena, not in a backyard. The Agbarrahs also installed lighting over the court which enabled them to play basketball at all hours of the day and night. Also, as is typical in an arena, playground or park setting, there is shouting, and screaming at noise levels that can be heard in our kitchen, family room, bathrooms, and sunroom. We were forced to have to call the police about this nuisance behavior on numerous occasions.

After filing complaints with the police and the initial hearing on this matter, we are finally able to enjoy our sunroom, kitchen and family room without the chronic noise and disruption of the sports court. There are other reasonable alternatives for the Agbarrah's to play basketball: neighborhood parks, schools and sports complexes provide suitable space and equipment for this activity. The Agbarrahs can also use a portable basketball hoop in their driveway like other families (including ours). Due to these reasons and others cited in our email dated June 14, 2021, we urge the committee to deny the owner's request for a Special Use Permit and instruct them to dismantle the sports court from their backyard due to the persistent and chronic problems it has created for those who live near them. We simply want to be able to continue to enjoy the quality of life we have become accustomed to as long-time Flossmoor residents.

Thank you for your service and consideration.

Scott M. Bugner

From: Allison J. Matson
Sent: Wednesday, July 14, 2021 3:02 PM
To: Scott M. Bugner
Subject: FW: Special Use Permit for 2705 Heather Rd, Flossmoor, IL 60422

From: Lynn Schallmo <lschallmo@yahoo.com>
Sent: Wednesday, July 14, 2021 2:57 PM
To: Allison J. Matson <amatson@flossmoor.org>
Subject: Special Use Permit for 2705 Heather Rd, Flossmoor, IL 60422

We are the owners of the property at 608 Burns, directly to the east of 2705 Heather, and are providing the following facts regarding the special use permit that is being considered by the Village of Flossmoor. It was our understanding that at last month's village meeting when this topic came up, the Village gave Emmanuel Agbarrah two choices: the first being a decision that evening which they said would not be in the Agbarrah's favor or the second being to talk with his neighbors to try to work out a solution that would be equitable to all. Mr Agbarrah took the second choice; to speak to his neighbors. For the record I am stating that Emmanuel Agbarrah has not contacted us or tried to contact us in any fashion. Because of his disregard for the village's request, I ask that you would deny the Special Use Permit and require the sports complex be disassembled, including concrete to be taken out and the basketball hoop be removed. This hoop can be a portable one in their driveway just like all the other neighbors. The Agbarrah's remarks that they wanted their children safe and in their back yard do not quite match up with how they let their children dart into the street with their bikes and cross the street in the middle of the block.

Also, we ask the Village to require the Agbarrah's to take down their illegally installed flood light and camera on the east side of their house which looks directly into our family room and kitchen. This is an invasion of our privacy and frankly a bit creepy. Lastly, regarding the oddly placed patio they installed (right across from our back yard deck and on the side of their house) we ask that they be required to either put up a privacy fence or at the minimum purchase and have installed tall evergreen trees so that they don't encroach on our privacy, we don't have to have the kids, their friends, and their balls constantly in our yard, and we can have peace and quiet when we would like to be on our deck.

Had Mr. Agbarrah taken the Village request seriously, we would have discussed one of these possible solutions but he did not bother. Therefore, I implore the Village to reject the Special Use Permit and seek other solutions for the East side of their property which invades our privacy. Thank you for your time and consideration.

Attachment: PC Correspondence 07-15-21 (2705 Heather Road - Special Use Sport Court)

ORDINANCE NO. _____

**AN ORDINANCE OF THE VILLAGE OF FLOSSMOOR, COOK COUNTY, ILLINOIS, APPROVING A
SPECIAL USE FOR A SPORT COURT AT 2705 HEATHER ROAD**

WHEREAS, the Village of Flossmoor (the “*Village*”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, under section 11-13-1.1 of the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*), the Mayor and Board of Trustees of the Village (collectively, the “*Corporate Authorities*”) may provide for the classification of special uses in its zoning ordinance; and,

WHEREAS, Emmanuel Agbarah (“the Owner”) is the owner of the property located at 2705 Heather Road, legally described in Section 2 of this Ordinance (the “*Subject Property*”); and,

WHEREAS, under the authority of the Zoning Code, the Subject Property is located in a designated R-4 Single-Family Residential District, and sport courts are allowed as accessory uses in this district as a special use (Sections 285-8-3 and 285-5-3E); and,

WHEREAS, the Corporate Authorities have received a request from the Owner for a special use for the Subject Property to allow for a sport court; and,

WHEREAS, notice of the public hearing before the Planning Commission on the proposed special use was duly published in a newspaper of general circulation in the Village, not more than thirty (30) nor less than fifteen (15) days prior to the public hearing; and,

WHEREAS, the Planning Commission convened and held a public hearing on the 17th day of June, 2021, and continued on the 15th day of July, 2021 on the question of the special use application; and,

WHEREAS, the Planning Commission reviewed the standards set forth in Section 285-26-9E of the Zoning Code; and,

WHEREAS, upon conclusion of said public hearing, the Planning Commission recommended the approval of a special use for the Subject Property for a sport court on the Subject Property.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Flossmoor, Cook County, Illinois, as follows:

Section 1: The above recitals are incorporated herein and made a part of this Ordinance.

Section 2: That the Corporate Authorities hereby approve a special use for the Subject Property, legally described as:

Lot 8 in block 2 in Braemar, being a subdivision of part of the northwest ¼ of section 1 and part of the west ½ of lot 1 in the northeast ¼ of section 1, township 35 north, range 13 east of the third principal meridian, as recorded September 3, 1952 as document 1526441 in Cook County, Illinois

Permanent Index Number: 31-01-401-018-0000

for a sport court as an accessory use.

Section 3: That the special use hereinabove permitted shall be subject to the following conditions, it being understood that failure to comply with said conditions shall result in the immediate termination of the special use:

- A. Construction of fencing as depicted on the Site Plan attached hereto as Exhibit A and made a part hereof;
- B. Continuing compliance with the Court Rules, attached hereto as Exhibit B; and
- C. No lighting to be constructed to illuminate the sport court.

Section 4: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

PASSED: _____

APPROVED: _____

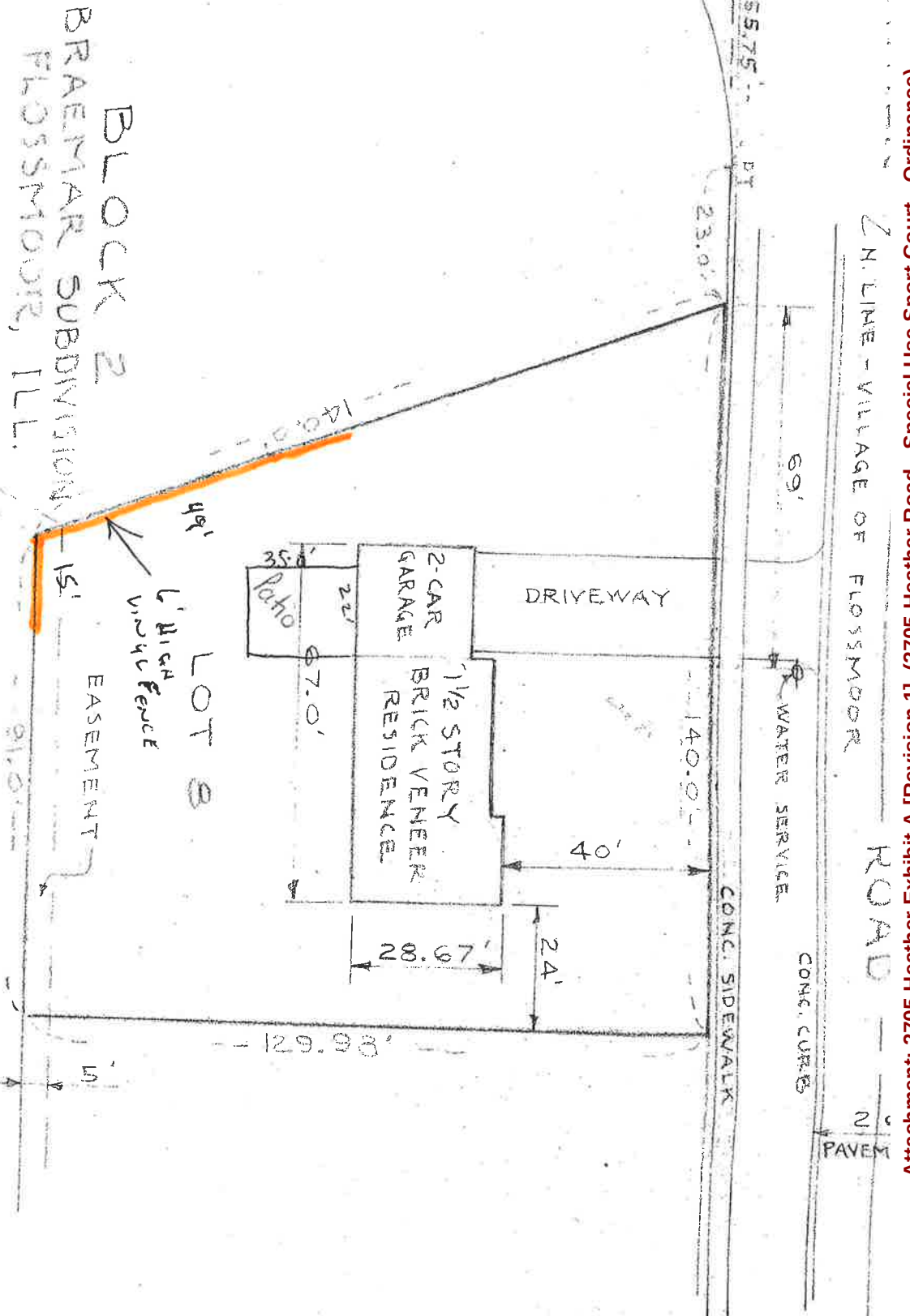
PUBLISHED: _____

APPROVED:

Mayor

ATTEST:

Village Clerk



PLOT PLAN

SCALE 1"=30'

EXHIBIT "A"

ALL

RES

CON

EXHIBIT "B"

2705 HEATHER ROAD

SPORT COURT

COURT RULES:

1. Be respectful of the neighbors and keep the noise down.
2. No more than 2 balls being used on the court at any time.
3. No more than 6 players on the court at any time.
4. Nobody allowed on the court unless the petitioners are home.
5. Court hours of play from 9AM to 9PM daily.

TO: Bridget Wachtel, Village Manager
CC: Scott Bordui
FROM: John Brunke, Public Works Director
DATE: August 16, 2021
SUBJECT: Discussion on the Use of State Capital Grants and the American Rescue Plan Act (ARPA) Funding and the Establishment of a Fund in the Fiscal Year 2021-2022 Budget to Account for ARPA Funding and Expenses and Amend the Municipal Parking Lots Fund



FLOSSMOOR

In anticipation of the legislative appropriations that the Village may receive, Staff wanted to provide a list of project options that could be funded with the various funding sources. Below is a list of the various appropriations and also the American Rescue Plan Act program. Please note that each funding source will need to be further investigated to determine specific project requirements to verify if options are feasible.

OTHER

American Rescue Plan Act - \$1,244,569 to Flossmoor

- Water Supply Improvements associated with Chicago Heights Water Supply conversion (\$1,681,000). The cost of these improvements could be less depending upon final contract terms.
- Offset Revenue Loss in Municipal Parking Lots Fund from less commuter traffic due to COVID pandemic (\$159,268). Stabilizing this fund from a loss of revenue will be important to future capital improvements such as lot resurfacing.
- Flossmoor Road Viaduct and Berry Lane Drainage Improvement Projects - Engineering and construction (\$7.24M)

SB 2800

Section 7840 (pg. 1657-58) - \$112,500 for costs associated with Roadway Improvements

- This funding is being administered by the DCEO. The DCEO has already contacted the Village to start the grant paperwork.
- Brumley Drive Reconstruction Project, Engineering and Construction (Street Rehabilitation Program, \$300,000). The grant could be used along with the \$150,000 in General Fund monies set aside in the FY 2022 budget.

Section 2615 (pg. 2605) - \$50,000 for costs associated with infrastructure improvements

- Village Hall Emergency Back-up Generator Replacement Project (\$200,000). Generators

are accounted for in the Capital Equipment Fund; the project had been budgeted at \$100,000 but in speaking with mechanical engineers, staff anticipates it be to be closer to \$200,000.

Section 2270 (pg. 2888) - \$37,524.00 for costs associated with engineering and reconstruction of the Brookwood Bridge Deck - no decision to be made

- Brookwood Bridge and Butterfield Road Culvert Reconstruction - Construction. This funding was already in place but suspended due to funding issues that the State level.

Section 2965 (pg. 2632) - \$500,000 for costs associated with the Flossmoor Viaduct Improvements - no decision to be made

- Flossmoor Road Viaduct and Berry Lane Drainage Improvement Projects - Engineering and construction (\$7.24M)

Section 1229 (pg. 725) - \$1 million for costs associated with capital improvements

- Flossmoor Road Viaduct and Berry Lane Drainage Improvement Projects - Engineering and Construction (\$7.24M)
- Small Water Meter Replacement Project (\$1.73M), have to verify if project meets funding requirements.

Below is a summary table showing the first priority projects above with the total appropriations funding and any other funding sources already secured for reference.

<u>Project</u>	<u>Total Cost</u>	<u>Appropriations</u>	<u>Other Grants</u>	<u>Total Potential Grant Funds</u>	<u>Remaining Village Funding</u>
Water Supply Improvements	\$1,681,000	\$1,085,301 ¹		\$1,085,301	\$595,699 ²
Brumley Dr. Reconstruction Project	\$300,000	\$112,500		\$112,500	\$187,500
Village Hall Generator Project	\$200,000	\$50,000		\$50,000	\$150,000
Brookwood Bridge Reconstruction	\$1,104,180	\$37,524	\$1,066,656 ³	\$1,104,180	
Flossmoor Rd Viaduct & Berry Lane Drainage Improvements Project	\$7,240,000	\$1,500,000 ⁴	\$1,699,360 ⁵	\$3,199,360	\$4,040,640 ⁶

1. The balance of the appropriation (\$159,268) will go to the Municipal Parking Lots fund to offset the parking revenue transfer.
2. Project costs could fluctuate pending contract requirements.
3. State Road Funds have been obligated by IDOT to cover all phases of engineering and a portion of the construction cost of the project. STP Bridge funds will also be acquired to cover the balance of construction costs.

4. Funding from SB2800 Sections 2965 and 1229.
5. Other grants secured for project include: Army Corps of Engineers Section 219 (\$1,000,000), IEPA GIGO (\$492,338), and MWRD Green Infrastructure (\$207,022).
6. Staff plans on also submitting for another MWRD Stormwater Partnership Grant next year for project.

Staff would like to solicit the Village Boards feedback on this funding plan at tonight's meeting so that as these monies become available, we know which projects will be funded. Assuming you approve of this plan, Finance Director Scott Bordui has provided the attached budget amendment memo to account for the American Rescue Plan Act monies for your consideration.

MEMORANDUM

TO: BRIDGET A. WACHTEL, VILLAGE MANAGER
 FROM: SCOTT R. BORDUI, FINANCE DIRECTOR 
 C: JOHN BRUNKE, PUBLIC WORKS DIRECTOR
 DATE: AUGUST 6, 2021
 SUBJECT: BUDGET AMENDMENTS – AMERICAN RESCUE PLAN ACT & MUNICIPAL PARKING LOTS.



FLOSSMOOR

In connection with the American Rescue Plan Act (ARPA) funds that the Village will be receiving, a budget amendment is needed to establish a new fund to account for the revenues and expenditures associated with the ARPA distributions. The budget amendment is also needed to establish budget line item accounts to provide for specific uses of the ARPA money as discussed in the legislative appropriations/ARPA projects report prepared by Public Works Director John Brunke. Attached is a spreadsheet which would become the FY 22 budget for the new fund.

The revenue is based on a DCEO letter which anticipates estimated timing of payments to be one half 30 days from the “portal opening” (8-22-21 based on our 7-22-21 registration on the portal) and the second half approximately 12 months after the first date (8-22-22). Therefore, the revenue in the budget amendment reflects the first payment in FY 22.

The offset to the Transfer to the Municipal Parking Lots fund in the ARPA fund budget would be a transfer from the American Rescue Plan fund in the Municipal Parking Lots fund budget. A budget amendment is needed for \$159,248 to establish account number 40-00-9-904.

Finally, in reviewing the Municipal Parking Lots fund, it was discovered that the \$7,500 budget for merchant parking revenue for the Central Drive & Library lots was budgeted to the South lot. To clean this up, budget amendments are needed to decrease account 40-00-8-451 by \$7,500 and increase account 40-00-9-451 by \$7,500.

Please include a motion to approve the budget amendments for the American Rescue Plan and Municipal Parking Lots funds with the agenda item being prepared by John for the overall legislative appropriations/ARPA discussion.

Attachment: Agenda 2021-8-16 (Discussion of State Grants and ARPA funding)

AMERICAN RESCUE PLAN ACT FUND

8-16-21

		BUDGET 21-22	PROJ'D 20-21	BUDGET 20-21	ACTUAL 19-20	ACTUAL 18-19
	BEGINNING FUND BALANCE	0	0	0	0	0
ACCOUNT #	REVENUES					
04-00-3-440	ARPA Allotments^	622,285	0	0	0	0
04-00-6-480	Interest	500	0	0	0	0
	TOTAL REVENUES	622,785	0	0	0	0
ACCOUNT #	EXPENDITURES					
	CAPITAL OUTLAY/NON-OPERATING					
04-01-7-701	Water Supply System Improvements	455,500	0	0	0	0
04-01-7-702	Infrastructure Project	0	0	0	0	0
04-01-7-703	Infrastructure Project	0	0	0		0
	TOTAL CAPITAL OUTLAY/NON-OP	455,500	0	0	0	0
	TRANSFERS					
04-01-9-940*	Transfer to Municipal Parking Lots	159,248	0	0	0	0
	TOTAL TRANSFERS	159,248	0	0	0	0
	TOTAL EXPENDITURES	614,748	0	0	0	0
	ENDING FUND BALANCE	8,037	0	0	0	0

*Offset in Municipal Parking Lots Fund will be 40-00-9-904

^Total Allotment = \$1,244,570; estimated distribution dates 8-22-21 & 8-22-22

Attachment: Agenda 2021-8-16 (Discussion of State Grants and ARPA funding)

CALCULATION OF LOST COMMUTER & MERCHANT LOT PARKING REVENUE
 COVID ERA FY 20 & FY 21
 FY 22 BUDGET

<u>Account Number</u>	<u>Description</u>	<u>FY 19 Revenue</u>	<u>FY 20 Revenue</u>	<u>FY 21 Revenue</u>
40-00-7-450	North Lot-Commuter	34,779	31,626	14,371
40-00-7-451	North Lot-Merchant/Individual	9,453	8,442	9,056
40-00-8-450	South Lot-Commuter	-	-	31,907
40-00-9-451	Central/Library-Merch/Indiv	8,137	5,626	7,291
41-00-7-450	North Lot-Commuter^	9,900	10,560	-
41-00-8-450	South Lot-Commuter^	<u>137,924</u>	<u>122,259</u>	<u>-</u>
	Total Commuter/Merchant	200,193	<u>178,513</u>	<u>62,625</u>
	Total Lost Revenue		<u>21,680</u>	<u>137,568</u>
			FY 22 Bud	FY 22 Bud
				<u>159,248</u>

^See Note 3

NOTES:

1. Calculation for COVID era lost revenue reflects Mar 20 thru Apr 21; the end of the previous fiscal year.
2. FY 19 is used as baseline as opposed to average including prior years due to permit fee increases effective 5-1-18.
3. Prior to FY 21, there were two parking funds; Municipal Control Parking (fund 40) and Grant Control Parking (fund 41).
4. A calculation should be done for the FY 23 budget to reflect lost revenue for FY 22.

Municipal Parking Fund Budget Amendment:

40-00-9-404 Transfer from American Rescue Plan Fund \$159,248