



FLOSSMOOR

Welcoming. Beautiful. Connected.

Village of Flossmoor
2800 Flossmoor Road
Flossmoor, Illinois 60422
Phone: 708.798.2300
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Fax: 708.798.4016
www.flossmoor.org

Mayor
Michelle I. Nelson

Trustees
Joni Bradley-Scott
Gary Daggett
Brian Driscoll
Rosalind Henderson Mustafa
George Lofton
James Mitros

Village Clerk
Gina A. LoGalbo

Village Manager
Bridget A. Wachtel

AGENDA
FOR THE REGULAR MEETING OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF FLOSSMOOR, ILLINOIS
MONDAY, AUGUST 7, 2023 – 7:30 PM
VILLAGE HALL

Join Zoom Meeting

<https://us02web.zoom.us/j/87441995055?pwd=aWh2UUJNRGI0czZZbG4vSlh5aHE2Zz09>

ID: 874 4199 5055 Passcode: 60422 Or join by phone (312) 626-6799

CALL TO ORDER

ROLL CALL

RECOGNITIONS AND APPOINTMENTS

- 1. Recognition of the Flossmoor Baseball & Softball Pony Division Team**

CONSENT AGENDA

- 2. Approval of the Minutes of the Regular Meeting Held on July 17, 2023**
- 3. Presentation of Bills for Approval and Payment as Approved by the Finance Committee (August 7, 2023)**
- 4. Consideration of a Resolution Amending the Budget for Fiscal Year 23-24 for the Village of Flossmoor**
- 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 Hera Property Registry, LLC**
- 6. A Recommendation to Approve a Resolution to Approve a GIS Consortium Provider Contract**

REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

ACTION ITEMS

- 7. Consideration of an Award of Contract and Budget Amendment for the Flossmoor Road Viaduct Drainage Improvements Design Engineering**
- 8. Consideration of a Resolution of the Village of Flossmoor, Cook County, Illinois Approving an Agreement Establishing a Joint Emergency Telephone System**

DISCUSSION ITEMS

CITIZENS PRESENT WISHING TO ADDRESS THE BOARD

OTHER BUSINESS

9. 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.

TO: Mayor Nelson and Board of Trustees
FROM: Bridget Wachtel, Village Manager
DATE: August 7, 2023
SUBJECT: Recognition of the Flossmoor Baseball & Softball Pony Division Team



The Flossmoor Baseball & Softball (FBBSB) Pony Division team, the Railriders, recently became the 2023 Champions of the SSYBL (South Suburban Youth Baseball League) on July 22nd. The coaches are Andy Wettstein and Alejandro Young. This was a 3-Peat win for coaches Andy Wettstein and Alejandro Young and several of the players. They finished the season with an 11-5-1 record. The team had incredible improvement during the season.

The team is comprised of 13 young men ages 13-15, who are from various communities throughout the South Suburbs, including many Flossmoor residents. The FBBSB program is one of the few little leagues left in the south suburbs. The FBBSB is a volunteer ran program that has been around for over 40 years. This year they had over 325 kids play at different levels. The current FBBSB Pony Division Commissioner is resident Jason Rudolph. The current FBBSB president is resident Carlo Gozzi.

The Village will recognize the Pony Division Team and Flossmoor Baseball & Softball at our meeting on Monday August 7, 2023.



Approval of the Minutes of the Regular Meeting Held on July 17, 2023

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
8/7/2023
CLAIMS LIST SUMMARY

HAND CHECKS	\$112,812.17
INVOICES	<u>\$106,484.11</u>
TOTAL	<u><u>\$219,296.28</u></u>

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/08/23

Vendor Name		Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
ACCURATE BIOMETRICS INC.		212472306	06/30/23	\$63.25		PRE-EMPLOYMENT BACKGROUND CHECK-CASTAGNA	01-42-4-636	PRE-EMPLOYMENT PHYSICALS	\$63.25
								VENDOR TOTAL:	\$63.25
AIR ONE EQUIPMENT INC		195531	07/11/23	\$158.00		SAW FUEL	01-49-3-608	PETROLEUM PRODUCTS	\$158.00
								VENDOR TOTAL:	\$158.00
AMAZON CAPITAL SERVICES		1JTNTT4JVND	07/28/23	\$67.99		FD DISHWASHING SOAP	01-49-3-616	CLEANING SUPPLIES	\$67.99
		1QHRF6HGMQF6	07/21/23	\$26.98		CAR CHARGER ADAPTERS	01-60-3-605	OPERATING SUPPLIES	\$26.98
		1RPNM12WMGKJ	07/21/23	\$30.12		OTTERBOX IPHONE CASE	01-60-3-605	OPERATING SUPPLIES	\$30.12
		1HC6FDK13NYD	07/24/23	\$254.73		CHARGER BLOCKS/MOUSE/DRY ERASE BOARDS/KEYBOARD/FLASH DRIVE	16-01-7-730	COMPUTER EQUIPMENT	\$193.99
							01-42-3-601	OFFICE SUPPLIES	\$13.99
							01-42-3-606	OFFICE EQUIPMENT	\$46.75
		1FLGLHG9KXT4	07/26/23	\$38.24		PLAY-DOH/HIGHLIGHTERS/CELL PHONE CASE	01-48-3-601	OFFICE SUPPLIES	\$5.58
							01-48-3-611	SPECIAL POLICE COMMODITIES	\$19.49
							01-48-3-611	SPECIAL POLICE COMMODITIES	\$13.17
		1373CDFFMFDP	07/27/23	\$107.54		SERVICE CALL BOOK/IPHONE HOLSTER/SURGE PROTECTOR/COFFEE POT	01-55-3-601	OFFICE SUPPLIES	\$107.54
		17XMLMNPWCF1	07/09/23	\$158.81		TOUCH-A-TRUCK GIVE-AWAYS	01-60-3-605	OPERATING SUPPLIES	\$158.81
		1TM9NT9LY74J	07/09/23	\$36.33		BATTERIES	01-49-3-605	OPERATING SUPPLIES	\$36.33
		1JDR4HGYXPXGW	07/11/23	\$61.98		DESKTOP WHITEBOARDS-DETECTIVES	01-48-3-601	OFFICE SUPPLIES	\$61.98
		11VNFHX6RDKQ	07/13/23	\$29.98		BUBBLES-TOUCH A TRUCK GIVE AWAYS	01-60-3-605	OPERATING SUPPLIES	\$29.98
								VENDOR TOTAL:	\$812.7

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
BENISTAR	08012023	07/20/23	\$954.00		AUGUST 2023 PREMIUM-RETIRES	01-00-0-219	HEALTH INSURANCE PAYABLE	\$954.00
							VENDOR TOTAL:	\$954.00
BERKLEY TRANSPORT	AAS23041	03/20/23	\$2,100.00		SCULPTURE RELOCATION	27-01-4-650	ROTATIONAL SCULPTURE PROGRAM	\$2,100.00
							VENDOR TOTAL:	\$2,100.00
BERKLEY APPLIANCE INC.	22840	07/24/23	\$240.00		FD WASHER & DRYER MAINTENANCE	01-49-3-611	DORMITORY SUPPLIES	\$240.00
							VENDOR TOTAL:	\$240.00

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BMO FINANCIAL GROUP								
KORTUM 071523		07/15/23	\$425.88		STAKING UNIVERSITY-LOCATOR TRAINING/WALMART-FRUIT/SAMS-COFFEE/SSWWA-WATER PLANT TOURS AJ & JONES	08-11-5-661	TRAINING	\$50.00
						08-21-5-661	TRAINING	\$50.00
						01-42-4-633	WELLNESS COMMITTEE	\$23.35
						01-60-3-605	OPERATING SUPPLIES	\$252.53
						08-11-5-661	TRAINING	\$25.00
						08-11-5-661	TRAINING	\$25.00
WEGMANN 071523								
		07/15/23	\$418.36		SAMS-SUPPLIES/BEST BUY-MINI FRIDGE/NOTARY RENEWAL/BATTERIES PLUS-PHONE SCREEN REPAIR & BATTERY PACK	01-48-3-611	SPECIAL POLICE COMMODITIES	\$59.64
						01-48-3-601	OFFICE SUPPLIES	\$23.50
						01-48-3-615	SMALL TOOLS & EQUIPMENT	\$129.29
						01-48-5-660	DUES AND SUBSCRIPTIONS	\$96.95
						01-48-3-615	SMALL TOOLS & EQUIPMENT	\$(129.29)
						01-48-3-615	SMALL TOOLS & EQUIPMENT	\$129.29
						01-48-6-670	OFFICE EQUIPMENT MAINTENANCE	\$108.98
BERK 071523								
		07/15/23	\$2,097.48		ZOLL-EMS SUPPLY/WPY FIRENUGGETS-BERK & BRACKEN ENG CLASS/FAST WRENCH-WRENCHES/POWERWERX-PIGTAIL PLUGS	01-49-3-622	EMS EQUIPMENT & SUPPLIES	\$484.38
						01-49-6-675	EMS EQUIPMENT MAINTENANCE	\$405.28
						01-49-5-663	FIRE TUITION AND FEES	\$212.00
						01-49-3-617	HOSE AND PAGER SUPPLIES	\$892.88
						01-49-6-671	VEHICLE MAINTENANCE	\$102.94
BOGUE 071523								
		07/06/23	\$227.75		BISTRO-AIB DINNER	01-41-4-652	COMMUNITY SERVICE ACTIVITIES	\$227.75
WACHTEL 071523								
		07/15/23	\$1,207.56		ZOOM-MO BILLING/SOUTHWEST-ICMA CONF/ILCMA-DUES/DUNNINGS, WILEYS, FLOSS STATION-AMERICA IN BLOOM MTGS	01-42-4-645	WEBSITE APPLICATIONS	\$40.00
						01-42-5-661	TRAINING	\$285.95
						01-42-5-660	DUES AND SUBSCRIPTIONS	\$480.50
						01-41-4-652	COMMUNITY SERVICE ACTIVITIES	\$93.28
						01-41-4-652	COMMUNITY SERVICE ACTIVITIES	\$90.03
						01-41-4-652	COMMUNITY SERVICE ACTIVITIES	\$217.80
TAYLOR 071523								
		07/15/23	\$160.89		GRADYS-CHIEF'S LUNCH MTG/NORTH & MAPLE-COMMAND STAFF MTG/KINGSBERRY-CHIEF'S LUNCH MTG	01-48-3-611	SPECIAL POLICE COMMODITIES	\$45.7
						01-48-3-611	SPECIAL POLICE COMMODITIES	\$31.4
						01-48-3-611	SPECIAL POLICE COMMODITIES	\$83.6
FISHBECK 071523								

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BS&A SOFTWARE		149120	08/01/23	\$17,994.00		FINANCIAL SOFTWARE MAINTENANCE THRU 8/1/24	01-53-3-612	UNIFORMS & RELATED SUPPLIES	\$6.46				
VENDOR TOTAL:								\$4,544.38					
COMPUTER SOFTWARE MAINTENANC								\$14,078.00					
COMPUTER SOFTWARE MAINTENANC								\$3,041.00					
COMPUTER SOFTWARE MAINTENANC								\$875.00					
VENDOR TOTAL:								\$17,994.00					
BSI ONLINE		8260	07/01/23	\$495.00		ANNUAL BSI ONLINE SUBSCRIPTION	08-11-6-677	WATER FACILITY MAINTENANCE	\$495.00				
VENDOR TOTAL:								\$495.00					
CANON SOLUTIONS AMERICA , INC.		6004691587	06/27/23	\$195.00		FD COPIER MAINTENANCE-USAGE 3/27/23-6/26/23	01-49-6-677	EQUIPMENT SERVICE CONTRACTS	\$195.00				
FD COPIER MAINTENANCE-BASE 6/27/23-7/26/23													
01-49-6-677								\$11.60					
BUILD DEPT COPIER MAINT USAGE 3/27/23-6/26/23								\$126.80					
BUILD DEPT COPIER MAINT BASE 6/27/23-7/26/23								\$11.60					
VENDOR TOTAL:								\$345.00					
CDW GOVERNMENT, INC.		KS84173	07/18/23	\$2,460.89		COMPUTER-ASST TO VIL MGR	16-01-7-730	COMPUTER EQUIPMENT	\$2,460.89				
VENDOR TOTAL:								\$2,460.89					
CHANDLER SERVICES INC		29409	07/05/23	\$598.89		E19 PUMP SHIFT	01-49-6-671	VEHICLE MAINTENANCE	\$598.89				
SQUAD 19 REPAIR													
01-49-6-671								\$501.92					
VENDOR TOTAL:								\$501.92					
		29436	07/24/23	\$501.92		VEHICLE MAINTENANCE	01-49-6-671	VEHICLE MAINTENANCE	\$501.92				
VENDOR TOTAL:								\$1,100.8					

Village of Flossmoor
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CHICAGO COMMUNICATIONS, LLC.								
	345024	06/30/23	\$70.00		1901 PORTABLE REPAIR	01-49-3-621	COMMUNICATIONS EQUIPMENT	\$70.00
							VENDOR TOTAL:	\$70.00
CHICAGO TRIBUNE								
	30078185 071123	07/11/23	\$615.73		SUBSCRIPTION RENEWAL THRU 2/12/24	01-41-5-660	DUES AND SUBSCRIPTIONS	\$615.73
							VENDOR TOTAL:	\$615.73
CLARKS GARDEN CENTER & STONE DEPOT								
	0565	07/14/23	\$45.97		MISC FLOWERS FOR ISLANDS	01-62-6-677	PROGRAM MAINTENANCE	\$45.97
							VENDOR TOTAL:	\$45.97
COMCAST								
	0001890 072323	07/23/23	\$80.30		FD XFINITY AUGUST 2023	28-01-4-639	COMCAST SERVICE	\$80.30
							VENDOR TOTAL:	\$80.30

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Vendor Name	Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
COMED								
	0157098050 072523	07/25/23	\$58.33		HOMEWOOD METER VAULT POWER 06/23/23-07/25/23	08-11-4-631	ELECTRIC, POWER, AND LIGHT	\$58.33
	0275053104 072523	07/25/23	\$490.32		DARTMOUTH LIFT STATION POWER 06/23/23-07/25/23	08-21-4-631	ELECTRIC, POWER, & LIGHT	\$490.32
	0825150052 072523	07/25/23	\$108.71		COMMONS LIFT STATION POWER 06/23/23-07/25/23	08-21-4-631	ELECTRIC, POWER, & LIGHT	\$108.71
	0811073024 072523	07/25/23	\$609.74		COMMONS/MEINHEIT POWER 06/23/23-07/25/23	08-11-4-631	ELECTRIC, POWER, AND LIGHT	\$609.74
	0765165035 072523	07/25/23	\$197.81		SYLVAN LIFT STATION POWER 06/23/23-07/25/23	08-21-4-631	ELECTRIC, POWER, & LIGHT	\$197.81
	2154154035 072523	07/25/23	\$1,120.85		MFT STREET LIGHT POWER 5/19/23-7/20/23	02-01-4-630	ELECTRIC, POWER, AND LIGHT	\$1,120.85
	0307096073 072023	07/20/23	\$58.97		CENTRAL DR ALLEY LIGHTS POWER 6/20/23-7/20/23	02-01-4-630	ELECTRIC, POWER, AND LIGHT	\$58.97
	3288088052 072023	07/20/23	\$24.83		CBD PEDESTAL POWER 6/20/23-7/20/23	40-33-4-634	MISCELLANEOUS SERVICES	\$24.83
	0241031023 072023	07/20/23	\$161.02		HEATHER ROAD LIFT STA POWER 6/20/23-7/20/23	08-21-4-631	ELECTRIC, POWER, & LIGHT	\$161.02
	0323080253 072023	07/20/23	\$16.51		STERLING TOWER POWER 6/20/23-7/20/23	08-11-4-631	ELECTRIC, POWER, AND LIGHT	\$16.51
	1498044037 070323	07/03/23	\$24.70		WESTERN TOWER POWER 6/2/23-7/3/23	08-11-4-631	ELECTRIC, POWER, AND LIGHT	\$24.70
CORE & MAIN LP								VENDOR TOTAL: \$2,871.79
	S946564	07/06/23	\$50.49		COUPLING GASKETS	08-11-6-675	WATER SYSTEM MAINT & REPAIRS	\$50.49
CROSSMARK PRINTING, INC.								VENDOR TOTAL: \$50.49
	90813	07/18/23	\$1,359.22		BUDGET BOOKS	01-41-4-635	PRINTING	\$1,359.22
								VENDOR TOTAL: \$1,359.22

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
RICHARD G. CRUSOR, JR.	7132023	07/13/23	\$300.00		ADMIN HEARING OFFICER - 6/22/23	01-44-4-646	LOCAL ADJUDICATION SERVICES	\$300.00
	072723	07/27/23	\$315.00		ADMIN HEARING OFFICER 7/13/23	01-44-4-646	LOCAL ADJUDICATION SERVICES	\$315.00
							VENDOR TOTAL:	\$615.00
DAILY SOUTHTOWN	24033261	07/19/23	\$112.99		ADMIN SUBSCRIPTION RENEWAL THRU 10/18/23	01-41-5-660	DUES AND SUBSCRIPTIONS	\$112.99
	14526823	07/16/23	\$75.14		FD SUBSCRIPTION THRU 10/15/23	01-49-5-660	DUES AND SUBSCRIPTIONS	\$75.14
							VENDOR TOTAL:	\$188.13
DJ IRRIGATION INC	251	07/01/23	\$450.00		1007 EVANS IRRIGATION REPAIRS-SIDEWALK & CURB	01-60-6-677	REPAIRS	\$450.00
							VENDOR TOTAL:	\$450.00
EAGLE UNIFORM CO INC	INV15999	07/17/23	\$252.50		UNIFORM - CAMILLI	01-49-3-612	UNIFORMS & RELATED SUPPLIES	\$252.50
							VENDOR TOTAL:	\$252.50
EBEL'S ACE HARDWARE	349284	07/11/23	\$18.69		BLEACH-WATER SAMPLING/CLEANING SOLUTION & BOTTLE	08-11-6-677	WATER FACILITY MAINTENANCE	\$6.83
						08-21-3-605	OPERATING SUPPLIES	\$11.86
	349356	07/26/23	\$5.03		BATTERY	01-48-3-611	SPECIAL POLICE COMMODITIES	\$5.03
							VENDOR TOTAL:	\$23.72
E-COM DISPATCH CENTER	1049	07/25/23	\$3,600.65		VERIZON WIRELESS ACCESS CARDS MAY-JUL 2023	01-50-4-637		\$3,600.65
							VENDOR TOTAL:	\$3,600.65

Village of Flossmoor
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Vendor Name		Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
FITSIMMONS		6041631	07/17/23	\$15.00		H TANK RENTAL	01-49-6-675	EMS EQUIPMENT MAINTENANCE	\$15.00
VENDOR TOTAL:									\$15.00
FORD OF HOMEWOOD		5011760	06/28/23	\$313.34		V09 ENGINE GASKET KIT	01-60-6-671	MAINTENANCE AND SUPPLIES	\$78.33
									\$78.33
									\$78.34
									\$78.34
VENDOR TOTAL:									\$313.34
FORT DEARBORN LIFE INSURANCE		AUGUST 2023	07/07/23	\$491.90		AUGUST 2023 PREMIUM	01-42-2-591	LIFE INSURANCE PREMIUM	\$29.51
									\$54.11
									\$19.68
									\$157.41
									\$54.11
									\$39.35
									\$29.51
									\$108.22
VENDOR TOTAL:									\$491.90
GALLAGHER MATERIALS CORP.		29119	07/07/23	\$740.00		ASPHALT MIX	01-68-3-619	PROGRAM COMMODITIES	\$185.00
									\$185.00
									\$185.00
									\$185.00
VENDOR TOTAL:									\$740.00

Village of Flossmoor
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GALLS, LLC									
	024864558	06/21/23	\$17.21			UNIFORMS & RELATED SUPPLIES - MERKLE	01-48-3-612	UNIFORMS & RELATED SUPPLIES	\$17.21
	025110934	07/19/23	\$242.99			UNIFORMS & RELATED SUPPLIES-ESTRADA	01-48-3-612	UNIFORMS & RELATED SUPPLIES	\$242.99
	025111305	07/19/23	\$94.13			UNIFORMS & RELATED SUPPLIES-CAGLE	01-48-3-612	UNIFORMS & RELATED SUPPLIES	\$94.13
	025067640	07/14/23	\$132.09			UNIFORMS & RELATED SUPPLIES-BROSNAN	01-48-3-612	UNIFORMS & RELATED SUPPLIES	\$132.09
	025111322	07/19/23	\$55.86			UNIFORMS & RELATED SUPPLIES-BAUSCH	01-48-3-612	UNIFORMS & RELATED SUPPLIES	\$55.86
VENDOR TOTAL:									\$542.28
GFOA									
	2345022	07/26/23	\$150.00			NOVOA MEMBERSHIP RENEWAL 8/1/23-7/31/24	01-43-5-660		\$150.00
VENDOR TOTAL:									\$150.00
GMIS INTERNATIONAL									
	300007810	04/04/23	\$200.00			ILLINOIS CHAPTER DUES-LEVEL ONE	01-42-5-660	DUES AND SUBSCRIPTIONS	\$200.00
VENDOR TOTAL:									\$200.00
GRAF TREE CARE									
	18915	06/30/23	\$1,200.00			TREE ASSESSMENT-2121 EVANS RD	01-63-6-677	PROGRAM MAINTENANCE	\$400.00
							01-64-6-677	PROGRAM MAINTENANCE	\$800.00
VENDOR TOTAL:									\$1,200.00
GREENTREE ENTERPRISES LLC									
	3591	07/10/23	\$600.00			COMPOST	08-12-3-619	PROGRAM COMMODITIES	\$200.00
							08-22-3-619	PROGRAM COMMODITIES	\$200.00
							09-01-3-620	GROUND REPAIR MATERIAL	\$200.00
VENDOR TOTAL:									\$600.00

Village of Flossmoor
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Vendor Name	Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
HISKES, DILLNER, O'DONNELL,	18633	07/03/23	\$321.75		2021 NO CASH BID SERVICES THROUGH 6/30/23			
					01-44-4-644	OTHER LEGAL SERVICES		\$321.75
	18634	07/03/23	\$84.50		DEMO-19725 GOVERNORS HWY-SVCS THROUGH 6/30/23			
					01-44-4-644	OTHER LEGAL SERVICES		\$84.50
	18635	07/03/23	\$115.50		ACQUISITION/NO CASH BID 1835 DIXIE HWY-SVCS THROUGH 6/30/23			
					01-44-4-644	OTHER LEGAL SERVICES		\$115.50
	18632	07/03/23	\$102.50		2015 NO CASH BID THRU 6/30/23			
					01-44-4-644	OTHER LEGAL SERVICES		\$102.50
						VENDOR TOTAL:		\$624.25
HOLLAND PRINTING INC								
	73973	07/21/23	\$552.89		WATER/SEWER BILLS			
					08-10-4-635	PRINTING		\$414.66
					08-20-4-635	PRINTING		\$138.23
						VENDOR TOTAL:		\$552.89
HOME DEPOT CREDIT SERVICES								
	2020222	06/29/23	\$19.97		6035322502036134-PLIERS			
					08-11-3-615	SMALL TOOLS & EQUIPMENT		\$19.97
	1072132	06/30/23	\$71.06		6035322502036134 EXPANSION JOINTS			
					01-60-3-605	OPERATING SUPPLIES		\$71.06
						VENDOR TOTAL:		\$91.03
HOMEWOOD-FLOSSMOOR CHRONICLE								
	20230053	02/01/23	\$160.00		APRIL 2023 AD-EARTH MONTH			
					01-41-4-653	MARKETING PROGRAMS		\$160.00
						VENDOR TOTAL:		\$160.00

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/08/23

Vendor Name		Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
THE HORTON GROUP		107031	07/25/23	\$1,685.00		QTRLY PARTICIPATION 3RD QTR/JUNE 2023 REWARDS			
							01-42-2-592	EAP & WELLNESS PROGRAMS	\$25.40
							01-43-2-592	EAP & WELLNESS PROGRAMS	\$76.20
							01-48-2-592	EAP & WELLNESS PROGRAMS	\$1,316.70
							01-49-2-592	EAP & WELLNESS PROGRAMS	\$76.20
							01-50-2-592	EAP & WELLNESS PROGRAMS	\$50.80
							01-53-2-592	EAP & WELLNESS PROGRAMS	\$12.70
							01-55-2-592	EAP & WELLNESS PROGRAMS	\$25.40
							01-60-2-592	EAP & WELLNESS PROGRAMS	\$101.60
							VENDOR TOTAL:		\$1,685.00
HR DIRECT		INV14200427	07/11/23	\$89.99		POSTER GUARD 1 YEAR-STATE/FED/LOCAL RENEWAL ADMIN/FINANCE			
							01-43-3-610	MISCELLANEOUS	\$89.99
							VENDOR TOTAL:		\$89.99
IFSAP		071823	07/18/23	\$50.00		HOIDEN AURORA TRAINING ADVANTAGE MEMBERSHIP			
							01-49-5-663	FIRE TUITION AND FEES	\$50.00
							VENDOR TOTAL:		\$50.00
IGFOA		071923	07/19/23	\$375.00		2023 IGFOA ANNUAL CONFERENCE REGISTRATION-BORDUI			
							08-10-5-661	TRAINING	\$187.50
							08-20-5-661	TRAINING	\$187.50
							VENDOR TOTAL:		\$375.00
ILLINOIS EPA		ILR400337 (A) 2023	06/09/23	\$1,000.00		FY24 BILLING (STORMWATER (MS4))			
							07-01-4-631	ANNUAL NPDES FEE	\$1,000.00
							VENDOR TOTAL:		\$1,000.00
ILLINOIS STATE TOLL HIGHWAY		G129000005352	07/11/23	\$21.00		DPW IPASS 4/1/23-6/30/23			
							01-60-6-671	MAINTENANCE AND SUPPLIES	\$7.00
							08-11-6-671	MAINTENANCE AND SUPPLIES	\$7.00
							08-21-6-671	MAINTENANCE AND SUPPLIES	\$7.00
							VENDOR TOTAL:		\$21.00
									3

Communication: Presentation of Bills for Approval and Payment as Approved by the Finance Committee (August 7, 2023) (CONSENT AGENDA)

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Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/08/23

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Vendor Name	Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
KEITH'S POWER EQUIPMENT INC	129506	07/14/23	\$26.90		POWER BELT FOR K12	01-49-6-674	EQUIP MAINTENANCE & SUPPLIES	\$26.90
							VENDOR TOTAL:	\$26.90
KIESLER'S POLICE SUPPLY INC.	IN212620	04/17/23	\$1,134.00		AMMUNITION	01-48-3-621	AMMUNITION	\$1,134.00
							VENDOR TOTAL:	\$1,134.00
KNOX COMPANY	INVKA201918	07/07/23	\$591.22		KNOXCONNECT CLOUD LICENSE-1 YR RENEWAL	01-49-6-672	COMPUTER SOFTWARE MAINTENANC	\$591.22
							VENDOR TOTAL:	\$591.22
ELIJAH MCGEE	072623	07/26/23	\$50.00		VEHICLE STICKER REFUND	01-00-2-420	VEHICLE STICKERS	\$50.00
							VENDOR TOTAL:	\$50.00
MCKESSON MEDICAL SURGICAL	20815264	07/02/23	\$225.81		EMS EXAM GLOVES	01-49-3-622	EMS EQUIPMENT & SUPPLIES	\$225.81
							VENDOR TOTAL:	\$225.81
MENARDS	88559	07/19/23	\$67.04		LIGHT BULBS	01-67-3-605	OPERATING SUPPLIES	\$67.04
							SMALL TOOLS & EQUIPMENT	\$459.98
							VENDOR TOTAL:	\$527.02

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/08/23

Vendor Name	Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
MENARD'S-HOMEWOOD	58632	07/12/23	\$108.90		LIGHT BULBS	01-60-3-605	OPERATING SUPPLIES	\$108.90
	58305	07/07/23	\$58.36		DISTILLED WATER/OIL DRI	01-60-6-671	MAINTENANCE AND SUPPLIES	\$14.59
						07-01-6-671	MAINTENANCE AND SUPPLIES	\$14.59
						08-11-6-671	MAINTENANCE AND SUPPLIES	\$14.59
						08-21-6-671	MAINTENANCE AND SUPPLIES	\$14.59
59081		07/19/23	\$136.99		LIGHT BULBS	01-67-3-605	OPERATING SUPPLIES	\$136.99
59235		07/21/23	\$5.74		4" SPRAY HEAD	08-11-3-605	OPERATING SUPPLIES	\$5.74
VENDOR TOTAL: \$309.99								
MIDWEST OFFICE INTERIORS								
264574		07/14/23	\$673.83	2024-0029	TWO DRAWER PULLOUT FILING CABINET	01-42-3-606	TWO DRAWER LATERAL FILE CABINE	\$561.33
						01-42-3-606	DELIVERY AND INSTALLATION	\$112.50
264579		07/19/23	\$8,240.09		FIRE CHIEF OFFICE FURNITURE	01-49-3-606	OFFICE EQUIPMENT	\$8,240.09
VENDOR TOTAL: \$8,913.92								
MILITARY VETERAN PLUMBING LLC								
005641		07/12/23	\$306.00		WATER LINE REPAIR AFTER METER INSTALL	01-67-4-634	MISCELLANEOUS SERVICES	\$306.00
VENDOR TOTAL: \$306.00								
MITCHELL1								
29547961		07/05/23	\$1,903.56		VEHICLE REPAIR SOFTWARE/MANUALS	01-55-6-672	COMPUTER SOFTWARE MAINTENANC	\$1,903.56
VENDOR TOTAL: \$1,903.56								
MOTOROLA SOLUTIONS, INC.								
8281670636		07/17/23	\$1,556.00		BATTERIES	01-49-3-621	COMMUNICATIONS EQUIPMENT	\$1,556.00
8281660220		05/03/23	\$370.65		AUDIO ACCESSORY HEADSETS/ANTENNAS	01-50-6-676	RADIO SYSTEM MAINTENANCE	\$370.65
VENDOR TOTAL: \$1,926.65								

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/08/23

Vendor Name	Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
MOTOROLA SOLUTIONS-STARCOM21	8281677614	07/25/23	\$70.16		RADIO HOLSTERS	01-49-3-621	COMMUNICATIONS EQUIPMENT	\$70.16
							VENDOR TOTAL:	\$70.16
NEXT DAY PLUS	5275472	07/14/23	\$144.48		DPW COPIER MAINT JULY 2023 BASE/JUNE 2023 USAGE	01-55-6-670	OFFICE EQUIPMENT MAINTENANCE	\$144.48
							VENDOR TOTAL:	\$144.48
NICOR GAS	96444410003 07242	07/24/23	\$171.95		DPWSC GAS BILL 6/22/23-7/24/23	01-67-4-653	GAS, ENERGY/PUMPS, & HEATING	\$171.95
							VENDOR TOTAL:	\$171.95
NORM SCHILLING ENTERPRISES INC	13815	07/08/23	\$830.00		SPOIL DISPOSAL	01-60-4-650	SPOIL DISPOSAL	\$830.00
							VENDOR TOTAL:	\$830.00
NTOA	071023	07/10/23	\$50.00		TENCZA ID#39315 ANNUAL MEMBERSHIP RENEWAL	01-48-5-660	DUES AND SUBSCRIPTIONS	\$50.00
							VENDOR TOTAL:	\$50.00
ORKIN EXTERMINATING COMPANY	247645748	07/12/23	\$130.99		DPWSC PEST CONTROL 7/12/23	01-67-4-634	MISC SVCS	\$130.99
							VH PEST CONTROL 7/12/23	\$136.99
	247646363	07/12/23	\$136.99			01-67-4-634	MISC SVCS	\$136.99
							VENDOR TOTAL:	\$267.98
KATHLEEN FIELD ORR & ASSOCIATE	AUGUST 2023	08/01/23	\$11,902.50		VILLAGE ATTY RETAINER AUGUST 2023	01-44-4-630	VILLAGE ATTY RETAINER	\$11,902.50
							VENDOR TOTAL:	\$11,902.50

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/08/23

Vendor Name Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
OTIS ELEVATOR 100401236975	07/17/23	\$886.53		ELEVATOR MAINTENANCE 8/1/23-10/31/23	01-67-6-680	ELEVATOR MAINTENANCE	\$886.53
						VENDOR TOTAL:	\$886.53
CAROLYN OWENS 072623	07/26/23	\$15.00		VEHICLE STICKER REFUND	01-00-2-420	VEHICLE STICKERS	\$15.00
						VENDOR TOTAL:	\$15.00
PEERLESS NETWORK 28062	07/15/23	\$112.07		TELEPHONES 7/15/23-8/14/23	01-55-4-637 01-50-4-637	TELEPHONE	\$40.72
						TELEPHONE	\$71.35
						VENDOR TOTAL:	\$112.07
PHASE 23381	07/14/23	\$3,043.00		BINDER LIFTS	01-49-3-622	EMS EQUIPMENT & SUPPLIES	\$3,043.00
						VENDOR TOTAL:	\$3,043.00
SOUTHTOWN REFRIGERATION LLC SI2082219	07/10/23	\$1,660.00		FD GARAGE HEATER REPAIR	01-67-6-678	BUILDING REPAIRS	\$1,660.00
						MAINTENANCE CONTRACTS	\$1,350.00
						MAINTENANCE CONTRACTS	\$2,050.00
						MAINTENANCE CONTRACTS	\$2,050.00
						VENDOR TOTAL:	\$7,110.00
PROSAFETY 2896190	06/30/23	\$161.75		SAFETY SHIRTS/GLOVES	01-60-3-618 08-11-3-618 08-21-3-618	SAFETY EQUIPMENT & SUPPLIES	\$53.92
						SAFETY EQUIPMENT & SUPPLIES	\$53.92
						SAFETY EQUIPMENT & SUPPLIES	\$53.92
						VENDOR TOTAL:	\$161.7

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/08/23

Vendor Name		Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
PUBLIC SAFETY DIRECT, INC.									
		101885	07/11/23	\$108.00		CHAMBER NIGHT BANNER	01-41-4-653	MARKETING PROGRAMS	\$108.00
		101775	06/21/23	\$108.00		BANNER-BIKE PARADE 2023	01-41-4-653	MARKETING PROGRAMS	\$108.00
		101979	07/28/23	\$108.00		BANNER-MOVIE NIGHT	01-41-4-651	COMMUNITY RELATIONS COMMISSIO	\$108.00
						VENDOR TOTAL:			\$324.00
RUNCO OFFICE SUPPLY									
		9112700	07/20/23	\$352.34		FIN-TONER/GENERAL-TAPE & POST IT NOTES/COPY PAPER			
						01-41-3-601		OFFICE SUPPLIES	\$27.59
						01-42-3-601		OFFICE SUPPLIES	\$21.40
						01-43-3-601		OFFICE SUPPLIES	\$35.86
						01-43-3-607		COMPUTER EQUIPMENT & SUPPLIES	\$183.99
						01-45-3-601		OFFICE SUPPLIES	\$15.32
						01-48-3-601		OFFICE SUPPLIES	\$13.80
						01-49-3-601		OFFICE SUPPLIES	\$15.32
						01-53-3-601		OFFICE SUPPLIES	\$11.46
						01-55-3-601		OFFICE SUPPLIES	\$13.80
						08-10-3-601		OFFICE SUPPLIES	\$6.90
						08-20-3-601		OFFICE SUPPLIES	\$6.90
		9102370	07/11/23	\$350.00		CHAIR FOR RECORDS CLERKS			
						01-48-3-615		SMALL TOOLS & EQUIPMENT	\$350.00
						VENDOR TOTAL:			\$702.34
RUSSO POWER EQUIPMENT									
		SPI20315388	07/12/23	\$135.02		CHAIN SAW OIL			
						01-62-3-615		SMALL TOOLS & EQUIPMENT	\$67.51
						08-11-3-605		OPERATING SUPPLIES	\$67.51
						VENDOR TOTAL:			\$135.02
SAFETY KLEEN SYSTEMS INC									
		92250880	07/17/23	\$105.79		OIL DISPOSAL			
						01-60-6-671		MAINTENANCE AND SUPPLIES	\$26.44
						07-01-6-671		MAINTENANCE AND SUPPLIES	\$26.44
						08-11-6-671		MAINTENANCE AND SUPPLIES	\$26.44
						08-21-6-671		MAINTENANCE AND SUPPLIES	\$26.44
						VENDOR TOTAL:			\$105.79

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/08/23

Vendor Name	Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
SAMSON RELOCATION & TOWING	23ME16212	07/11/23	\$180.00		IMPOUND VEHICLE INVOLVED IN SHOOTING	01-48-4-630	PROFESSIONAL SERVICES	\$180.00
							VENDOR TOTAL:	\$180.00
SANDENO EAST INC.	10753	06/30/23	\$215.14		ASPHALT MIX	01-68-3-619	PROGRAM COMMODITIES	\$53.78
							ASPHALT MIX	\$53.78
							ASPHALT MIX	\$53.79
							ASPHALT MIX	\$53.79
							VENDOR TOTAL:	\$215.14
ELIZABETH SMITH	0235	07/12/23	\$150.00		FD YOGA & STRESS RELIEF 7/25-27	01-49-5-661	TRAINING	\$150.00
							VENDOR TOTAL:	\$150.00
SERVICE SANITATION, INC.	7182023	07/18/23	\$1,437.50		FEST-DEPOSIT PORTABLE TOILETS & HANDWASHING STATIONS	01-41-4-650	FLOSSMOOR FEST	\$1,437.50
	8652538	07/20/23	\$720.00		PORTABLE TOILETS-CHAMBER NIGHT	01-41-4-651	COMMUNITY RELATIONS COMMISSIO	\$720.00
							VENDOR TOTAL:	\$2,157.50
SHARK SHREDDING INC.	62868	07/18/23	\$115.50		VH/PD SHREDDING SERVICES CERT #72764	01-42-4-634	OTHER MISCELLANEOUS SERVICES	\$32.75
							SPECIAL POLICE COMMODITIES	\$82.75
							VENDOR TOTAL:	\$115.50
SOUTH SUBURBAN HUMANE SOCIETY	000758	07/12/23	\$130.00		STRAY IMPOUND 5/11/23	01-48-4-645	ANIMAL CONTROL SERVICES	\$130.00
							VENDOR TOTAL:	\$130.00
STATE TREASURER	63667	07/07/23	\$1,175.04		TRAFFIC SIGNALS MAINT APR - JUN 2023	02-01-4-630	TRAFFIC SIGNALS MAINT	\$1,175.04
								75.00

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
THE COP FIRE SHOP	212467	07/14/23	\$22.00		UNIFORM-ALBANO	01-49-3-612	UNIFORMS & RELATED SUPPLIES	\$22.00
	212468	07/14/23	\$22.00		UNIFORM-SLAYTON	01-49-3-612	UNIFORMS & RELATED SUPPLIES	\$22.00
	212294	07/18/23	\$164.00		UNIFORM REED	01-49-3-612	UNIFORMS & RELATED SUPPLIES	\$164.00
						VENDOR TOTAL:		\$208.00
THE GORMAN GROUP	071323	07/13/23	\$1,000.00		APPRAISAL SVCS-HEATHER HILL TENNIS COURTS FOR VIADUCT PROJECT	01-55-4-630	PROFESSIONAL SERVICES	\$1,000.00
						VENDOR TOTAL:		\$1,000.00
THORNTON EQUIPMENT SERVICES INC	20025	07/11/23	\$900.00		SCULPTURE INSTALLATION AT FLOSSMOOR PUBLIC LIBRARY	27-01-4-650	ROTATIONAL SCULPTURE PROGRAM	\$900.00
						VENDOR TOTAL:		\$900.00
T-MOBILE USA INC	9538777717	07/11/23	\$25.00		PHONE RECORDS F23-02353	01-48-4-630	PROFESSIONAL SERVICES	\$25.00
						VENDOR TOTAL:		\$25.00
TRAINING CONCEPTS INC	56223	06/08/23	\$65.00		BLS (BASIC LIFE SUPPORT) ECARDS - CAMILLI	01-49-5-665	PUBLIC EDUCATION	\$65.00
	A230196	06/23/23	\$250.00		ANNUAL AFFILIATION GROUP FEE THROUGH MAY 2024	01-49-5-663	FIRE TUITION AND FEES	\$250.00
						VENDOR TOTAL:		\$315.00
UNITED PARCEL SERVICE	0000F36604273 070	07/08/23	\$31.75		IDOT/M&J UNDERGROUND	01-55-3-603	POSTAGE	\$31.75
	0000F36604283	07/15/23	\$44.39		IEPA/D CONSTRUCTION	01-55-3-603	POSTAGE	\$44.39
						VENDOR TOTAL:		\$76.14

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
UTERMARK & SONS								
66463		07/25/23	\$105.00		LAWN CUTTING 19840 KEDZIE AVE	01-64-4-653	CODE ENFORCE MOWING SERVICES	\$105.00
66605		07/26/23	\$135.00		LAWN CUTTING 1802 CAMBRIDGE AVE	01-64-4-653	CODE ENFORCE MOWING SERVICES	\$135.00
66455		07/18/23	\$105.00		7/11/23 LAWN CUTTING 19016 HARDING	01-64-4-653	CODE ENFORCE MOWING SERVICES	\$105.00
66457		07/14/23	\$25.00		7/14/23 LAWN SERVICE 18735 CRAWFORD AVE	01-64-4-653	CODE ENFORCE MOWING SERVICES	\$25.00
66456		07/18/23	\$180.00		7/14/23 LAWN CUTTING 18708 DIXIE HWY	01-64-4-653	CODE ENFORCE MOWING SERVICES	\$180.00
66458		07/19/23	\$95.00		7/18/23 LAWN CUTTING 650 PARK DRIVE	01-64-4-653	CODE ENFORCE MOWING SERVICES	\$95.00
66454		07/18/23	\$94.00		7/14/23 LAWN CUTTING 18717 CRAWFORD AVE	01-64-4-653	CODE ENFORCE MOWING SERVICES	\$94.00
66440		07/07/23	\$75.00		LAWN CUTTING 1633 LAWRENCE CR	01-64-4-653	CODE ENFORCE MOWING SERVICES	\$75.00
VENDOR TOTAL:								\$814.00
VERIZON WIRELESS								
9939801137		07/16/23	\$2,634.49		MOBILE PHONES 6/17/23-7/16/23	01-42-4-637	TELEPHONE	\$204.69
						01-43-4-637	TELEPHONE	\$84.34
						01-45-4-637	TELEPHONE	\$42.17
						01-53-4-637	TELEPHONE	\$42.17
						01-50-4-637	TELEPHONE	\$1,377.67
						01-55-4-637	TELEPHONE	\$883.45
VENDOR TOTAL:								\$2,634.49
WALT'S FOOD CENTER								
3267		07/25/23	\$33.95		REFRESHMENTS	01-48-3-611	SPECIAL POLICE COMMODITIES	\$33.95
VENDOR TOTAL:								\$33.95

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/08/23

Vendor Name		Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
WELSCH READY MIX, INC.		27JUN202337202	06/27/23	\$1,379.80		CONCRETE MIX-SIDEWALKS	01-65-3-619	PROGRAM COMMODITIES	\$344.95
							02-01-3-605	CONCRETE	\$344.95
							08-14-3-611	CONCRETE	\$344.95
							08-24-3-611	CONCRETE	\$344.95
29JUN202337426			06/29/23	\$1,179.70		CONCRETE MIX	01-65-3-619	PROGRAM COMMODITIES	\$294.92
							02-01-3-605	CONCRETE	\$294.92
							08-14-3-611	CONCRETE	\$294.93
							08-24-3-611	CONCRETE	\$294.93
30JUN202337509			06/30/23	\$861.00		CONCRETE MIX	01-65-3-619	PROGRAM COMMODITIES	\$215.25
							02-01-3-605	CONCRETE	\$215.25
							08-14-3-611	CONCRETE	\$215.25
							08-24-3-611	CONCRETE	\$215.25
							VENDOR TOTAL:		\$3,420.50
WORKING WELL		0041016200	06/30/23	\$593.00		PHYSICALS HOPMAN/REED	01-49-4-636	PRE-EMPLOYMENT PHYSICALS	\$593.00
							VENDOR TOTAL:		\$593.00

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
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Total Amount Being Paid: \$106,484.11
Total Number of Invoices: 157

Vendor Code	Vendor Name	1099	Invoice Total	Check Total	Net Inv/
ACCURBIO	ACCURATE BIOMETRICS INC.	N	(1) 63.25	(0) 0.00	63
AIRONEEQ	AIR ONE EQUIPMENT INC	N	(1) 158.00	(0) 0.00	158
AMAZON	AMAZON CAPITAL SERVICES	N	(10) 812.70	(0) 0.00	812
BENISTAR	BENISTAR	N	(1) 954.00	(0) 0.00	954
BERKLY	BERKLY TRANSPORT	Y	(1) 2,100.00	(0) 0.00	2,100
BERKLEY	BERKLEY APPLIANCE INC.	N	(1) 240.00	(0) 0.00	240
BMOFIN	BMO FINANCIAL GROUP	N	(7) 4,544.38	(0) 0.00	4,544
BS&ASOFT	BS&A SOFTWARE	N	(1) 17,994.00	(0) 0.00	17,994
BSIONLIN	BSI ONLINE	N	(1) 495.00	(0) 0.00	495
CANONSOL	CANON SOLUTIONS AMERICA , INC.	N	(4) 345.00	(0) 0.00	345
CDW-G	CDW GOVERNMENT, INC.	N	(1) 2,460.89	(0) 0.00	2,460
CHANDLER	CHANDLER SERVICES INC	N	(2) 1,100.81	(0) 0.00	1,100
CHICOMM	CHICAGO COMMUNICATIONS, LLC.	Y	(1) 70.00	(0) 0.00	70
TRIBUNE	CHICAGO TRIBUNE	N	(1) 615.73	(0) 0.00	615
CLARKS	CLARKS GARDEN CENTER & STONE DEP	N	(1) 45.97	(0) 0.00	45
COMCAST FD	COMCAST	N	(1) 80.30	(0) 0.00	80
COM4037	COMED	N	(1) 2,871.79	(0) 0.00	24
CORE&MAI	CORE & MAIN LP	Y	(1) 50.49	(0) 0.00	50
CROSSMAR	CROSSMARK PRINTING, INC.	N	(1) 1,359.22	(0) 0.00	1,359
CRUSOR	RICHARD G. CRUSOR, JR.	Y	(2) 615.00	(0) 0.00	615
DAILYST	DAILY SOUTHTOWN	N	(2) 188.13	(0) 0.00	188
DJIRRIGAT	DJ IRRIGATION INC	N	(1) 450.00	(0) 0.00	450
EAGLEUNI	EAGLE UNIFORM CO INC	N	(1) 252.50	(0) 0.00	252
EBELSACE	EBEL'S ACE HARDWARE	N	(2) 23.72	(0) 0.00	23
ECOM	E-COM DISPATCH CENTER	N	(1) 3,600.65	(0) 0.00	3,600
FITZSIMM	FITZSIMMONS	N	(1) 15.00	(0) 0.00	15
FORDOFHOME	FORD OF HOMEWOOD	N	(1) 313.34	(0) 0.00	313
FDLIFE	FORT DEARBORN LIFE INSURANCE	N	(1) 491.90	(0) 0.00	491
GALLAMAT	GALLAGHER MATERIALS CORP.	N	(1) 740.00	(0) 0.00	740
GALLS	GALLS, LLC	N	(5) 542.28	(0) 0.00	542
GFOA-4	GFOA	N	(1) 150.00	(0) 0.00	150
GMIS-3	GMIS INTERNATIONAL	N	(1) 200.00	(0) 0.00	200
GRAF	GRAF TREE CARE	N	(1) 1,200.00	(0) 0.00	1,200
GREENTREE	GREENTREE ENTERPRISES LLC	N	(1) 600.00	(0) 0.00	600
HISKES	HISKES, DILLNER, O'DONNELL,	Y	(4) 624.25	(0) 0.00	624
HOLLANDP	HOLLAND PRINTING INC	N	(1) 552.89	(0) 0.00	552
HOMEDEPO	HOME DEPOT CREDIT SERVICES	N	(2) 91.03	(0) 0.00	91
HOMECHRO	HOMEWOOD-FLOSSMOOR CHRONICLE	Y	(1) 160.00	(0) 0.00	160
HORTON	THE HORTON GROUP	N	(1) 1,685.00	(0) 0.00	1,685
HRDIRECT	HR DIRECT	N	(1) 89.99	(0) 0.00	89
IFSAP	IFSAP	N	(1) 50.00	(0) 0.00	50
IGFOA-CO	IGFOA	N	(1) 375.00	(0) 0.00	375
ILEPA	ILLINOIS EPA	N	(1) 1,000.00	(0) 0.00	1,000
ILLSTATE	ILLINOIS STATE TOLL HIGHWAY	N	(1) 21.00	(0) 0.00	21
KEITHS	KEITH'S POWER EQUIPMENT INC	N	(1) 26.90	(0) 0.00	26.90

Communication: Presentation of Bills for Approval and Payment as Approved by the Finance Committee (August 7, 2023) (CONSENT AGENDA)

Vendor Code	Vendor Name	1099	Invoice Total	Check Total	Net Inv/
KIESLERS	KIESLER'S POLICE SUPPLY INC.	N	(1) 1,134.00	(0) 0.00	1,134
KNOXCOMP	KNOX COMPANY	N	(1) 591.22	(0) 0.00	591
MCGEENE	ELIJAH MCGEE	N	(1) 50.00	(0) 0.00	50
MCKESSON	MCKESSON MEDICAL SURGICAL	N	(1) 225.81	(0) 0.00	225
MENARDS	MENARDS	N	(2) 527.02	(0) 0.00	527
MENARDHM	MENARD'S-HOMEWOOD	N	(4) 309.99	(0) 0.00	309
MIDWESTO	MIDWEST OFFICE INTERIORS	N	(2) 8,913.92	(0) 0.00	8,913
MILITARY	MILITARY VETERAN PLUMBING LLC	Y	(1) 306.00	(0) 0.00	306
MITCHELL1	MITCHELL1	Y	(1) 1,903.56	(0) 0.00	1,903
MOTOR	MOTOROLA SOLUTIONS, INC.	N	(2) 1,926.65	(0) 0.00	1,926
MOTOROLAST	MOTOROLA SOLUTIONS-STARCOM21	N	(1) 70.16	(0) 0.00	70
NEXTDAY	NEXT DAY PLUS	N	(1) 144.48	(0) 0.00	144
NICOR-4	NICOR GAS	N	(1) 171.95	(0) 0.00	171
SCHILLING	NORM SCHILLING ENTERPRISES INC	N	(1) 830.00	(0) 0.00	830
NTOA	NTOA	N	(1) 50.00	(0) 0.00	50
ORKIN	ORKIN EXTERMINATING COMPANY	N	(2) 267.98	(0) 0.00	267
ORRASSOC	KATHLEEN FIELD ORR & ASSOCIATE	Y	(1) 11,902.50	(0) 0.00	11,902
OTIS	OTIS ELEVATOR	N	(1) 886.53	(0) 0.00	886
OWENSC	CAROLYN OWENS	N	(1) 15.00	(0) 0.00	15
PEERLESS	PEERLESS NETWORK	N	(1) 112.07	(0) 0.00	112
PHASE	PHASE	N	(1) 3,043.00	(0) 0.00	3,043
PREMISTAR	SOUTHTOWN REFRIGERATION LLC	Y	(4) 7,110.00	(0) 0.00	7,110
PROSAFET	PROSAFETY	N	(1) 161.75	(0) 0.00	161
PUBSAFET	PUBLIC SAFETY DIRECT, INC.	N	(3) 324.00	(0) 0.00	324
RUNCO	RUNCO OFFICE SUPPLY	N	(2) 702.34	(0) 0.00	702
RUSSOPOW	RUSSO POWER EQUIPMENT	N	(1) 135.02	(0) 0.00	135
SAFETYKLL	SAFETY KLEEN SYSTEMS INC	N	(1) 105.79	(0) 0.00	105
SAMSON	SAMSON RELOCATION & TOWING	N	(1) 180.00	(0) 0.00	180
SANDENO	SANDENO EAST INC.	N	(1) 215.14	(0) 0.00	215
SERENDIPIT	ELIZABETH SMITH	Y	(1) 150.00	(0) 0.00	150
SERVICES	SERVICE SANITATION, INC.	N	(2) 2,157.50	(0) 0.00	2,157
SHARK	SHARK SHREDDING INC.	N	(1) 115.50	(0) 0.00	115
SSHUMANE	SOUTH SUBURBAN HUMANE SOCIETY	N	(1) 130.00	(0) 0.00	130
STATETRE	STATE TREASURER	N	(1) 1,175.04	(0) 0.00	1,175
THECOPFI	THE COP FIRE SHOP	N	(3) 208.00	(0) 0.00	208
GORMANG	THE GORMAN GROUP	N	(1) 1,000.00	(0) 0.00	1,000
THORNTON	THORNTON EQUIPMENT SERVICES INC	N	(1) 900.00	(0) 0.00	900
TMOBILE	T-MOBILE USA INC	N	(1) 25.00	(0) 0.00	25
TRAINING	TRAINING CONCEPTS INC	N	(2) 315.00	(0) 0.00	315
UPS	UNITED PARCEL SERVICE	N	(2) 76.14	(0) 0.00	76
UTERMARK	UTERMARK & SONS	N	(8) 814.00	(0) 0.00	814
VERIZON452	VERIZON WIRELESS	N	(1) 2,634.49	(0) 0.00	2,634
WALTS	WALT'S FOOD CENTER	N	(1) 33.95	(0) 0.00	33
WELSCH	WELSCH READY MIX, INC.	N	(3) 3,420.50	(0) 0.00	3,420
WORKING	WORKING WELL	Y	(1) 593.00	(0) 0.00	593.00

Communication: Presentation of Bills for Approval and Payment as Approved by the Finance Committee (August 7, 2023) (CONSENT AGENDA)

Vendor Code	Vendor Name	1099	Invoice Total	Check Total	Net Inv/
Grand Totals:			Total: 157 106,484.11	Total: 0 0.00	

TO: Bridget Wachtel, Village Manager
FROM: Scott Bordui, Finance Director
DATE: August 7, 2023
SUBJECT: Budget Amendment Resolution



FLOSSMOOR

During the first quarter of the 23-24 fiscal year the Board approved the following motion(s) to amend the Village's 23-24 fiscal year budget. Additionally, attached are three items that have not been previously approved as budget amendments. Attached is a memorandum from Police Chief Jerel Jones regarding the purchase of portable radios for police officers. Also attached is a memorandum from Public Works Director John Brunke regarding the Phase 4 IEPA loan sanitary sewer construction and Brumley Road street engineering projects. Finally, attached is a memorandum I prepared regarding personnel changes made by the Village Board as advised by the Village Manager.

Attached is the resolution which the Board is required to adopt so that the budget amendments may be filed with the Cook County Clerk.

Approval

<u>Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Description</u>
5-15-23	\$ 43,000	16-01-7-755	Wheel loader
5-15-23	\$ 29,550	09-53-7-703	Additional ph. 4 sanitary sewer engineering
7-17-23	\$ 14,471	16-01-7-755	Utility vehicle
8- 7-23*	\$ 16,705	16-01-7-748	Portable radios for police officers
8- 7-23*	\$ 0	01-42-1-507	New title: Asst to Vill Mgr-Comm Mgr
8- 7-23*	\$ 71,028	01-42-1-508	New position: Community Engagement Mgr
8- 7-23*	\$ (26,482)	01-42-1-517	Eliminate position: Prog & Event Coord
8- 7-23*	\$ 9,222	01-45-1-509	New position: Dir of Planning & Zoning
8- 7-23*	\$ 9,222	01-53-1-509	" " " " " "
8- 7-23*	\$ 43,335	01-49-1-540	Allocate 100% Fire Chief to fire dept.
8- 7-23*	\$ (43,335)	01-53-1-540	" " " " "
8- 7-23*	\$ 282,677	09-53-7-704	Phase 4 IEPA loan construction project
8- 7-23*	\$ 41,842	17-01-1-704	Brumley Rd. street engineering

*Proposal to Board 8-7-23

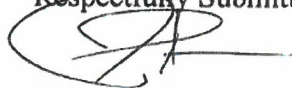
I request that approval of this resolution be placed on the August 7, 2023 Board Meeting Agenda.

FLOSSMOOR POLICE DEPARTMENT MEMORANDUM

To: Scott Bordui
From: Chief Jerel Jones
Date: 05/15/2023
Subject: Budget Amendment Request

I have drafted this memorandum for the purchase of three (3) Motorola APX6000 700/800 MODEL 2.5 Portable Radios. The radios will be purchased from Motorola Solutions for \$5,568.00 each, totaling \$16,704.22. The cost includes various necessities to program and outfit the radios to function properly on our 911 network (See attached quote). The Department is currently in need of the additional radios, due to a shortage of this equipment. We currently do not have any additional radios to distribute to newly hired officers, as our inventory is accounted for. Furthermore, it is important to maintain an appropriate inventory, in case of a malfunction of current radio equipment, in addition to distributing during major incidents and other matters of exigency. It was confirmed that these radios were not budgeted into the FY 23 operating budget for the Department, which we request approval to purchase. This purchase should be considered Capitol Equipment (16-01-7-748). It is imperative that we proceed with the purchase of this equipment immediately, as the equipment takes approximately four (4) months to ship from the manufacturer. The Department will receive an invoice for payment approximately thirty (30) days following shipping. I respectfully request that you place this update on an upcoming quarterly budget amendment resolution.

Respectfully Submitted,



Chief Jerel Jones

approved
PAW 5-16-23

Attachment: Agenda 2023-8-7 (Budget Amendment Resolution Memo)


MOTOROLA SOLUTIONS

QUOTE-215021

Billing Address:
 FLOSSMOOR, VILLAGE OF
 2800 FLOSSMOOR RD
 FLOSSMOOR, IL 60422
 US

Quote Date:05/02/2023
 Expiration Date:07/01/2023
 Quote Created By:
 John Schoon
 jschoon@chicomm.com

End Customer:
 FLOSSMOOR, VILLAGE OF
 Tim Filkins
 tfilkins@flossmoor.org

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	3	\$3,595.00	\$2,300.80	\$6,902.40
1a	H869BZ	ENH: MULTIKEY	3	\$363.00	\$232.32	\$696.96
1b	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	3	\$110.00	\$70.40	\$211.20
1c	Q361AR	ADD: P25 9600 BAUD TRUNKING	3	\$330.00	\$211.20	\$633.60
1d	QA00580AC	ADD: TDMA OPERATION	3	\$495.00	\$316.80	\$950.40
1e	Q887AU	ADD: 5Y ESSENTIAL SERVICE	3	\$306.00	\$306.00	\$918.00
1f	H122BR	ALT: 1/4 WAVE 7/8 STUBBY (NAR6595)	3	\$26.00	\$16.64	\$49.92
1g	H38BT	ADD: SMARTZONE OPERATION	3	\$1,320.00	\$844.80	\$2,534.40
1h	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	3	\$567.00	\$362.88	\$1,088.64
1i	Q629AK	ENH: AES ENCRYPTION AND ADP	3	\$523.00	\$334.72	\$1,004.16
2	LSV00Q00202A	DEVICE PROGRAMMING	3	\$78.57	\$78.57	\$235.71
3	PMMN4060B	AUDIO ACCESSORY- HEADSET,PSM IP55 WITH 3.5MM JACK RX 24IN	3	\$177.12	\$115.13	\$345.39



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, the Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



QUOTE-2150213

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
4	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA- PLUG, ACC USB CHGR	1	\$1,705.20	\$1,108.38	\$1,108.38
5	PMAF4002A	APX 7000 700/800MHZ PSM ANTENNA	3	\$12.96	\$8.42	\$25.26

Grand Total

\$16,704.42(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Attachment: Agenda 2023-8-7 (Budget Amendment Resolution Memo)



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MEMORANDUM



FLOSSMOOR

TO: Scott Bordui, Finance Director
C: Bridget A. Wachtel, Village Manager
 Dan Milovanovic, Assistant Public Works Director
FROM: John S. Brunke, Public Works Director
DATE: July 17, 2023
SUBJECT: FY 24 Quarterly Budget Amendment (1st Quarter)

I am requesting that the following budget amendments be added to the FY24 1st Quarter budget amendment resolution.

09-53-7-704 Phase 4 Sanitary Sewer Rehab Construction Increase \$282,677

- The reason for this amendment is that more of the construction work will be paid for in FY24 versus FY23, so the budget needs to be increased to cover the remaining work to be completed.

17-01-1-704 Brumley Rd Engineering Increase \$41,842

- The reason for this amendment is that more of the project engineering will be completed in FY24 versus FY23, so the budget needs to be increased to cover the remaining work to be completed.

*approved
 BAW 7-17-23*

Attachment: Agenda 2023-8-7 (Budget Amendment Resolution Memo)

MEMORANDUM

TO: BRIDGET A. WACHTEL, VILLAGE MANAGER
 FROM: SCOTT R. BORDUI, FINANCE DIRECTOR 
 DATE: MAY 22, 2023
 SUBJECT: BUDGET AMENDMENT-PERSONNEL CHANGES



FLOSSMOOR

At the May 1, 2023 Village Board meeting, the Board approved a resolution which included several changes to the FY 24 budget impacting various salary line items in the General Fund which resulted in changes to what had been approved on April 17, 2023 for the final FY 24 budget . The following budget amendments are needed based on the resolution and subsequent discussion with the Village Manager:

1. 01-42-1-507, new title: Assistant to the Village Manager – Communications Manager, amount \$0
2. 01-42-1-508, new account: Community Engagement Manager, amount \$71,028
3. 01-42-1-517, Program & Event Coordinator, amount \$(26,482)
4. 01-45-1-509, new title: Director of Building & Zoning, amount \$9,222
5. 01-53-1-509, new title: Director of Building & Zoning, amount \$9,222
6. 01-49-1-540, Fire Chief, amount \$43,335
7. 01-53-1-540, Fire Chief, amount \$(43,335)

I will include this memo with the budget amendment resolution for the 1st quarter of FY 24 which will be presented on the August 7, 2023 Board Meeting agenda.

*approved
BAW 5-16-23*

Attachment: Agenda 2023-8-7 (Budget Amendment Resolution Memo)

RESOLUTION # _____
RESOLUTION AMENDING THE BUDGET FOR FISCAL YEAR 23-24 FOR THE VILLAGE OF FLOSSMOOR

WHEREAS, the Village of Flossmoor, County of Cook, State of Illinois has heretofore adopted a budget for the fiscal year ending April 30, 2024 passed by the Mayor and Board of Trustees of said Village of Flossmoor on April 17, 2023, a certified copy of said Budget and a Certificate of Estimate of Revenues having been filed in the Office of the County Clerk on May 31, 2023; and,

WHEREAS, circumstances have arisen during the fiscal year by which said Village wishes to amend said budget filed with the County Clerk according to the general ledger numbers and amounts listed in attachment A; and,

WHEREAS, said Village has additional revenue and/or designated fund balances that will be and is hereby allocated for said budget amendments as listed in attachment A; and,

NOW, THEREFORE, BE IT RESOLVED, that said budget filed with the County Clerk be amended according to changes listed in attachment A.

BE IT FURTHER RESOLVED, that the Village Clerk is hereby directed to cause to be filed with the County Clerk of Cook County, Illinois, a certified copy of this Resolution.

Passed this 7th day of August, 2023.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

PASSED: _____

APPROVED: _____

PUBLISHED: _____

APPROVED:

Mayor

ATTEST:

Village Clerk

ATTACHMENT A - PAGE ONE OF ONE

BUDGET AMENDMENT

FY 2023-24 BUDGET

<u>Fund</u>	<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
Capital Equipment	Public Works	16-01-7-755	\$43,000
Sanitary Sewer Rehabilitation	Construction Engineering	09-53-7-703	\$29,550
Capital Equipment	Public Works	16-01-7-755	\$14,471
Capital Equipment	Police Department	16-01-7-748	\$16,705
General	Assistant to Village Manager - Communications Manager	01-42-1-507	\$0
General	Community Engagement Manager	01-42-1-508	\$71,028
General	Program & Event Coordinator	01-42-1-517	(\$26,482)
General	Director of Building & Zoning	01-45-1-509	\$9,222
General	Director of Building & Zoning	01-53-1-509	\$9,222
General	Fire Chief	01-49-1-540	\$43,335
General	Fire Chief	01-53-1-540	(\$43,335)
Sanitary Sewer Rehabilitation	Construction	09-53-7-704	\$282,677
2021 Streets and Storm Sewer Improvement	Brumley Rd Engineering	17-01-1-704	\$41,842

Attachment: Budamend 8.7.23 (Quarterly Budget Amendment Resolution)

TO: Mayor Nelson and Board of Trustees
FROM: Scott Bugner, Building and Zoning Administrator
DATE: August 7, 2023
SUBJECT: Consideration of Resolution Approving a Professional Services Agreement with Hera Property Registry LLC for Foreclosed and Vacant Property Registration Services



FLOSSMOOR

In 2019 the Village adopted a resolution approving an agreement with Property Registration Champions, LLC. or ProChamps as it is commonly referred to provide the services of researching, tracking and registering properties that are foreclosed or vacant and collecting all fees associated with the registration. Staff was notified in early July of this year that ProChamps had filed for bankruptcy and abruptly shut down their operations without notification to the municipalities that they had provided services for.

In an effort to maintain an effective registration program staff has researched other available vendors that provide a similar service and found that there are only two other vendors (Hera Property Registry and Munireg) that provide this type of service. Staff looked into both of these vendors and noted that Munireg did not have any current clients located within Illinois and served only 8 communities in Alabama, Kansas, Pennsylvania and Ohio. Hera Property Registry currently provides services for 22 municipalities in Florida, Pennsylvania, New Jersey and includes 7 in Illinois.

Village staff and Attorney Orr have met with a Hera Registry representative and believe that they can provide the necessary services to continue our registration program with minimum disruption and in a similar manner as was previously provided by ProChamps. Attorney Orr has amended a draft professional services agreement provided by Hera Property Registry, and both parties have agreed on the conditions of the amended agreement.

Should the Mayor and Board of Trustees adopt the resolution approving an agreement with Hera Property Registry for this service, Hera would collect \$300.00 semi-annually with Hera retaining \$100.00 for each registration. The Village would in turn receive \$200.00 from Hera for each registration. The services provided by Hera include maintaining an online registration database, monitoring foreclosure filings and other registration triggers, and notifying responsible parties of their obligation to register. The proposed agreement is essentially the same as the previous agreement with ProChamps.

These registration fees help defer the municipal costs incurred for services provided by the Village for code enforcement where there is a substantial amount of time spent by inspection staff in following up on property code violations of vacant and foreclosed properties.

The semi-annual registration and associated fees may also encourage a property owner to return the property to the market sooner rather than later. Bank owned vacant properties often times remain vacant for long periods of time before being marketed for resale where the property can then be renovated or repaired for reuse and occupancy.

Staff is recommending that the Board of Trustees adopt a resolution approving an agreement between the Village and Hera Property Registry, LLC to provide an electronic registration process on behalf of the Village.

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

- Hera Property Registry Informational Materials
- Proposed Resolution Approving a Professional Services Agreement with Hera Property Registry, LLC.
- Proposed Professional Services Agreement with Hera Property Registry, LLC



Hera Property Registry, LLC

Property Registration and Enforcement Services



Vacant Property Registration Ordinances (VPROs)

- ❖ VPROs require a responsible party to **register a property with the local government** upon initiation of a foreclosure case or vacancy
- ❖ Collects important contact information for the **mortgagee, mortgage servicer, and property manager**
- ❖ Regulates the **maintenance and security** of such properties to prevent blighted and unsecured buildings
- ❖ Responsible parties pay a **reasonable registration fee** (typically, around \$150-\$300 semi-annually or \$300-\$500 annually) to cover the costs of administration of the VPRO program and related code enforcement efforts
- ❖ Registrations are **renewed** on a semi-annual or annual basis



HERAREGISTRY.COM

HELPING BUILD VIBRANT NEIGHBORHOODS



Milberg.
COLEMAN BRYSON PHILLIPS & GROSSMAN

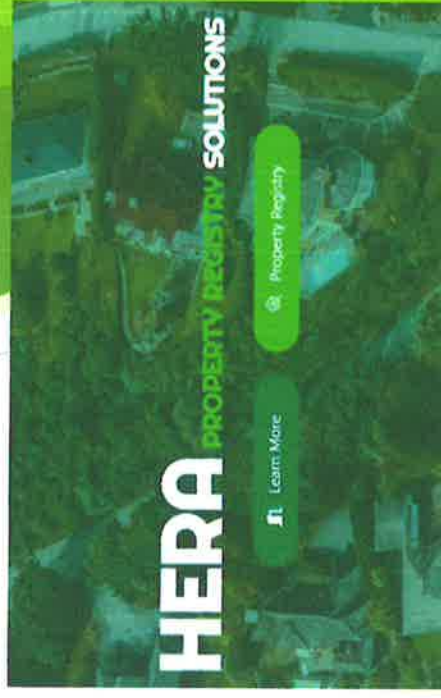
Hera Property Registry, LLC Property Registration Services

- ❖ Hera establishes and maintains an online property registration database
- ❖ Hera proactively monitors foreclosure filings and other registration triggers through multiple data sources
- ❖ Hera notifies responsible parties of their obligation to register
- ❖ Hera provides staff training and easy access to complete information for properties in the Registry
- ❖ Hera collects property registration fees on behalf of the local government and remits fees to them

These services are provided at no
upfront cost to the local government!



HERAREGISTRY.COM
HELPING BUILD VIBRANT NEIGHBORHOODS



Milberg.
COLEMAN BRYSON PHILLIPS GROSSMAN

RESOLUTION # _____
**A RESOLUTION OF THE VILLAGE OF FLOSSMOOR, COOK COUNTY, ILLINOIS, APPROVING AN
AGREEMENT BETWEEN THE VILLAGE OF FLOSSMOOR, COOK COUNTY, ILLINOIS AND HERA
PROPERTY REGISTRY, LLC**

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 Mayor and Board of Trustees of the Village (the “*Corporate Authorities*”) have adopted a property registration ordinance requiring the registration of vacant, abandoned and foreclosed properties in order to prevent the deterioration of structures which are not occupied; and,

WHEREAS, the Village is prepared to contract with Hera Property Registry, LLC (“HERA”) for the purpose of providing the Village with an electronic registration process pursuant to the terms and conditions set forth in the Agreement between the Village and HERA in the form attached hereto as *Exhibit A*.

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 between the Village of Flossmoor, Cook County, Illinois and Hera Property Registry, LLC, attached hereto and made a part hereof, is hereby approved and the Mayor, Village Clerk and Village Manager are directed to execute and deliver said Agreement on behalf of the Village and undertake any and all actions as may be required to implement its terms.

Section 2. That this Resolution shall be in full force and effect from and after its passage

and approval as provided by law.

Passed this ____ day of _____, 2023.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

PASSED: _____

APPROVED: _____

PUBLISHED: _____

APPROVED:

Mayor

ATTEST:

Village Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2023 by and between **HERA PROPERTY REGISTRY, LLC**, a Florida Limited Liability Company with an address at 1900 S. Harbor City Blvd., Ste 211, Melbourne, FL 32901 (“HERA”), , and the **VILLAGE OF FLOSSMOOR, ILLINOIS**, with an address at 2800 Flossmoor Rd., Flossmoor, IL 60422 (“Flossmoor”).

WITNESSETH:

I. SCOPE OF REPRESENTATION

Flossmoor is retaining HERA to represent Flossmoor in providing property registration services pursuant to Flossmoor’s foreclosure and vacant property registration ordinance, Chapter 215, Article 11 of the Village of Flossmoor Municipal Code, “Registration of Vacant Real Property” (the “Ordinance”) as hereinafter set forth.

II. DUTIES OF HERA

1. HERA shall provide an online foreclosure and vacant property registration service for Flossmoor pursuant to the Ordinance.
2. HERA shall monitor mortgage defaults and other property ownership issues requiring registration under the Ordinance and shall send notice to the mortgagee or other responsible party of a duty to register the property.
3. All registration fees collected by HERA shall be remitted to Flossmoor, less the amount due to Hera as set forth in Article IV hereof, on or before the fifteenth (15th) day of each month.

III. ORDINANCE ENFORCEMENT

IV. FLOSSMOOR SHALL BE SOLELY RESPONSIBLE FOR ANY ENFORCEMENT ACTION FOR THE RECOVERY OF OUTSTANDING FORECLOSURE AND VACANT PROPERTY REGISTRATION FEES OWED TO FLOSSMOOR WITHIN THE RELEVANT STATUTE OF LIMITATIONS PERIOD, TOGETHER WITH ASSOCIATED FINES AND PENALTIES. PAYMENT FOR HERA'S SERVICES.

1. In consideration of the cost of registration services rendered by HERA, Flossmoor hereby agrees to pay HERA one hundred dollars (\$100.00) of the total registration fee for each property registration fee collected by HERA ("*HERA's Service Fee*"). Should there be a fee required for public/official record data acquisition integral to the performance of the duties required under this contract, upon written approval of Flossmoor the actual costs of said charges or subscriptions may be added to HERA's Service Fee. If said charges or subscription fees are for the entire county, the fee shall be divided equally between all communities partnered with HERA within the county at that time. If there is a change in the number of communities partnered with HERA in the county during the contract period, the county public record access fee or subscription fee will be adjusted accordingly to maintain an even cost-sharing by all communities within the county.

2. If Flossmoor's Ordinance requires payment of late fees as part of the registration requirements, HERA shall collect all applicable late fees, retaining 33% of the late fee and remit the balance to Flossmoor pursuant to the monthly remittance schedule.

V. INSURANCE

HERA shall maintain insurance coverage for professional liability.

VI. INDEMNIFICATION: DEFENSE: COOPERATION

In addition to, and not in limitation of the insurance requirements, HERA agrees:

1. HERA shall indemnify, defend, and hold harmless Flossmoor, its officers, employees, elected officials, and agents (the “Indemnified Parties”) from and against any and all liabilities arising directly out of or in connection with malpractice or negligent acts under this Agreement by HERA or any of its agents, provided, however, that the HERA shall not be responsible for that portion, if any, of a loss that is caused by the negligence of Flossmoor. Flossmoor shall indemnify, defend, and hold harmless HERA, its officers, employees, elected officials, and agents from any and all acts performed by HERA if done at the sole direction of Flossmoor. HERA shall not be responsible for that portion, if any, of a loss that is caused by any challenge to Flossmoor ordinance in a competent court of jurisdiction or any action which Flossmoor directs HERA to perform.

2. HERA shall, upon Flossmoor’s demand and at Flossmoor’s direction, promptly and diligently defend, at HERA’s own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties caused by malpractice or negligent acts for which HERA is responsible under this Section and, further to HERA’s indemnification obligations, HERA shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith.

3. In all instances where Flossmoor will indemnify HERA for a loss caused by the negligence of Flossmoor or a loss caused by any challenge to Flossmoor’s ordinance, Flossmoor shall pay the cost of their own defense including legal counsel.

4. HERA shall, and shall cause its agents to, cooperate with Flossmoor and in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of HERA in connection with this Agreement.

5. The provisions of this Section shall survive the termination of this Agreement.

VII. SUPPORT AND MAINTENANCE

HERA shall provide all support and maintenance required in connection with the Services, including but not limited to:

1. Training and support for community staff and responsible parties;
2. Collection and remittance of registration fees and any late fees or penalties;

VIII. OWNERSHIP AND USE OF DOCUMENTS

All documents, records, applications, files and other materials produced by HERA in connection with the services rendered pursuant to this Agreement shall be the property of Flossmoor, and shall be provided to city upon request. HERA shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Hera Property Registry, LLC's endeavors. In the event of termination of this Agreement, any reports, records, documents, forms, and other data and documents prepared by HERA whether finished or unfinished shall become the property of Flossmoor, and shall be delivered by HERA to the appropriate person within seven (7) days of termination of this Agreement by either party. Any compensation due to HERA shall be withheld until all documents are received as provided herein.

IX. COMMUNITY DATA

On a date agreed upon by the Parties and prior to the Effective Date of this Agreement, Flossmoor will provide HERA a digital file in a format agreeable to the Parties containing all of the information of all properties registered by Flossmoor prior to the date of execution of this Agreement. All prior registrations and fees received by Flossmoor prior to the date Agreement and all fees for continuing registration of property previously registered unless HERA is required to pursue the owner for such registration fees, will be deposited in Flossmoor's Account. HERA

shall be entitled to HERA's Service Fee payable from all registration fees collected by HERA after the date of this Agreement on behalf of Flossmoor. If Flossmoor is unable to provide a digital file of prior registrations, then Flossmoor will provide HERA all property registration information, including but not limited to registration forms, for manual entry into HERA's database.

X. SURVIVAL

The expiration or termination of this Agreement will not extinguish the rights of either party that accrue prior to expiration, termination or any obligations that extend beyond termination or expiration, either by their inherent nature or by their express terms.

XI. AUDIT AND RECORDS

HERA shall maintain records pertaining to this Agreement for a period of seven years from final payment. Such records shall be subject to audit by Flossmoor on reasonable advanced, written notice. The audit shall be conducted at the premises of Flossmoor on business days only and during normal working hours.

XII. GOVERNING LAW

The validity, construction and performance of this Agreement shall be governed by the laws of the State of Illinois without giving effect to the principles of conflicts of laws.

XIII. EXPENSES

During the term of this Agreement, HERA shall be responsible for all expenses and costs associated with the services provided by HERA except as provided in Section IV, paragraph 1.

XIV. TERMINATION

HERA and Flossmoor each expressly reserve the right to withdraw from this Agreement at any time upon 60 days written notification to the other party, subject to any applicable ethical rules. HERA shall cooperate fully with Flossmoor and replacement third-party administrator, if any, to return all files, information, as more fully set forth herein, which obligation shall survive

termination of this Agreement. Upon termination, HERA shall cease all work performed under this Agreement and forward to Flossmoor any registration fees owed to Flossmoor.

INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that HERA is an independent contractor under this Agreement and not Flossmoor's employee for all purposes, including but not limited to the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. This Agreement shall not be construed as creating any joint employment relationship between Flossmoor and HERA and Flossmoor shall not be liable for any obligation incurred by HERA, including but not limited to unpaid minimum wages and/or overtime premiums.

XV. EQUAL OPPORTUNITY ACT

In the performance of this Agreement, HERA shall not discriminate against any firm, employee, or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry, or national origin.

XVI. ALL LEGAL PROVISIONS DEEMED INCLUDED: SEVERABILITY

1. Every provision required by law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

2. In the event that any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

3. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

XVII. SECTION AND OTHER HEADINGS

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

XVIII. ENTIRE AGREEMENT

This Agreement represents the full and entire understanding and Agreement between the parties with regard to the subject matter hereof and supersedes all prior Agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

XIX. FLOSSMOOR'S SIGNATURE HEREON SHALL CONSTITUTE HERA'S AUTHORITY TO PROCEED WITH THIS REPRESENTATION

Flossmoor hereby acknowledges that all of the terms of this Agreement have been fully explained to Flossmoor, and that Flossmoor fully understands all of the provisions herein.

DATED THIS ____ day of _____, 2023.

VILLAGE OF FLOSSMOOR, ILLINOIS

By: _____
Name: _____
Title: _____

DATED THIS ____ day of _____, 2023.

HERA PROPERTY REGISTRY, LLC

By: _____
Name: Clifford J. Johnson
Title: CEO

TO: Mayor Nelson and Board of Trustees
FROM: Jonathan Bogue, Assistant Village Manager
DATE: August 7, 2023
SUBJECT: GIS Consortium Provider Contract



FLOSSMOOR

The Purpose of this memo is to provide background information on GIS and recommend the Village Board approve a contract with the GIS Consortium Service Provider, Municipal GIS Partners.

Background

On the April 17, 2023 the Village Board approved a request for Flossmoor to Join the GIS consortium and Progress the GIS Project. After an interview process, the Village's application for membership was approved by the GIS Consortium Executive Board. The Village was notified of our membership on July 17, 2023.

GIS is a software system that has been common in government since the 1990s. GIS is both a mapping system and an asset management system and would allow Village staff across departments to manage and view all details associated with a property or infrastructure asset in one software application. For example, a staff member could click on an address and view zoning information, parkway tree status, code violation history, building permit data, water meter age, and much more. Police and Fire could access electric and gas main locations and visualize crime or call volume data.

Currently, this information is managed in multiple spreadsheets and software systems. The GIS system will provide an interface for bringing all the information into one database. It is also a powerful mapping tool for infrastructure and can help the community visualize infrastructure funding needs. The Village currently produces maps using AutoCad Computer-Aided Drafting (CAD) software, which is inefficient at producing the Village's map production needs and is not able to store the asset data information with the map drawing document. The AutoCad software is used by the Public Works Department to develop project specific improvement plans and exhibits, which is the main purpose for the software.

Another reason the Village has proposed joining the GIS Consortium is because the Metropolitan Water Reclamation District (MWRD) is now requiring Villages to submit Infill & Infiltration (I&I) data in a GIS format. The Consortium is an intergovernmental cooperative which provides a forum for member agencies to leverage solutions that meet common municipal needs.

GIS Consortium and MGP

The GIS Consortium is a cooperative of 41 suburban communities, and growing, that contract with the firm Municipal GIS Partners (MGP) for GIS services. Each community pays an annual membership fee based on their community's square miles. In exchange for the fee, MGP provides an on-site GIS analyst who manages the GIS system and assists the staff in identifying and implementing projects to better use the data. The on-site time allocated to the community is based on the community's square miles. For Flossmoor, the site analyst would be on site,

likely in Public Works, for three days every two weeks. MGP has personnel management responsibility and a Board of the GIS Consortium oversees the program and manages the contract with MGP. The staffing model of MGP has worked well for over 20 years as it allows communities to access different levels of GIS support depending upon the needs for the year.

The scope of services that the Village will receive from MGP includes:

- Program consulting and reporting with all Village Departments
- Data creation, management, and quality control
- Project identification, management, and delivery
- Shared solution implementation
- ERP and department system GIS integration
- User training and onboarding
- Resource management and scheduling
- An onsite presence of GIS Consultant from MGP for an average of 4.61 days per month.

More information regarding scope of services including information on data management and the provided products and solutions can be found in the attached Statement of Work documents.

Example Projects

The GIS Consortium provides a resource of example projects that help demonstrate the value of a GIS system. The website can be found here: <http://bit.ly/2vDP4C3> Any project that has been developed for any member municipality would be available to Flossmoor. Projects that will be especially useful to the Village over the next few years include mapping flood damage, mapping water meter locations, mapping vacant homes, incident mapping for Public Safety, code enforcement violations and creating our sidewalk inventory.

Recommendation

Staff recommends the Village enters into a Contract with Municipal GIS Partners Incorporated for an initial term of fifteen months. Kathi Orr our Village Attorney has reviewed the attached agreements. Staff recommends that the Board approves a 2023 Statement of Work in the amount of \$5,535.00 a month for a total of \$16,605.00. Staff also recommends the Board approves a Statement of Work for 2024 in the amount of \$5,746.56 per month for a total amount of \$68,957.40. There is also a onetime membership fee of \$6,000. Other costs previously discussed, include computer hardware and software equipment totaling \$6,245. This puts the cost of this contract impacting FY24 (October 2023 through April 2024) at \$51,836.24. As a note, the Village budgeted \$74,000 for GIS services in FY24. The Village is scheduled to onboard into the consortium during the first week in October 2023. The Board has had considerable discussion on joining the Consortium and their vendor MGP. Therefore, this agreement has been placed on the consent agenda.

RESOLUTION # _____
A RESOLUTION OF THE VILLAGE OF FLOSSMOOR, COOK COUNTY, ILLINOIS APPROVING A GIS CONSORTIUM PROVIDER CONTRACT

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 the State; and,

WHEREAS, Municipal GIS Partners, Incorporated, an Illinois corporation (“*Consultant*”) provides necessary professional staffing resource support services for members of the Geographic Information Systems Consortium (the “*GISC*”) (the “*Services*”) and has presented a GIS Consortium Service Provider Contract (the “*Contract*”) to the Village, a member of GISC, to provide the Services for a term and at a cost as set forth in the Contract attached hereto; and,

WHEREAS, after review of the Contract and the Statements of Work which are a part thereof, it has been determined that it is in the best interest of the Village to utilize the Services of the Consultant.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES FOR THE VILLAGE OF FLOSSMOOR, COOK COUNTY, ILLINOIS, AS FOLLOWS:

- Section 1.* That the GIS Consortium Service Contract by and between the Village of Flossmoor, Cook County, Illinois and Municipal GIS Partners, Incorporated, in the form attached hereto and made a part hereof, is hereby approved, and the Village Manager is hereby authorized and directed to execute said Contract on behalf of the Village.
- Section 2.* That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed this _____ day of _____, 2023.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

PASSED: _____

APPROVED: _____

PUBLISHED: _____

APPROVED:

Mayor

ATTEST:

Village Clerk

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “**Contract**”) made and entered into this 1st day of October, 2023 (the “**Effective Date**”), by and between the Village of Flossmoor, an Illinois municipal corporation (hereinafter referred to as the “**Municipality**”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “**Consultant**”).

WHEREAS, the Municipality is a member of the Geographic Information System Consortium (“**GISC**”);

WHEREAS, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the “**Services**”) in connection with the Municipality’s geographical information system (“**GIS**”);

WHEREAS, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

WHEREAS, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

SECTION 1 SCOPE OF SERVICES

1.1 Statements of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as **Attachment 1** and **Attachment 2** (“**Statement of Work**”), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statements of Work or any Supplemental Statement of Work, unless otherwise specified in such Statements of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statements of Work.

SECTION 2 PERFORMANCE OF WORK

2.1 All work hereunder shall be performed under the direction of the Village Manager or their designee (hereinafter referred to as the “***Municipality Manager***”) in accordance with the terms set forth in this Contract and each relevant Statement of Work.

SECTION 3 RELATIONSHIP OF PARTIES

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers’ compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

SECTION 4 PAYMENT TO THE CONSULTANT

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statements of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statements of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

(e) The Municipality is a tax-exempt municipality and will provide Consultant with a copy of the Municipality's current sales tax exemption certificate. Consultant shall not charge the Municipality any tax incurred by the Consultant for these Services.

4.2 Service Rates. The fees and/or service rates set forth in the Statements of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

SECTION 5 TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for fifteen (15) months (the "**Initial Term**").

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "**Renewal Term**").

5.3 Status of this Contract. The expiration of the Initial Term or a Renewal Term shall not terminate or affect the obligations of the Parties to each other under any existing Statements of Work or Supplemental Statement of Work issued pursuant to this Contract, and such Statements of Work or Supplemental Statement of Work shall continue in full force and effect and shall continue to be governed by the terms of this Contract until the expiration or completion of such Statements of Work or Supplement Statement of Work or until such Statements of Work or Supplemental Statement of Work is itself terminated pursuant to this Contract.

SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, (a) the Municipality may terminate this Contract, any Statements of Work, or any Supplemental Statement of Work during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant.; (b) the Consultant may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality; or (c) following the expiration of the Term of this Agreement, and notwithstanding Section 5.3 of this Agreement, either Party may terminate any Statement of Work or any

Supplemental Statement of Work, with or without cause, upon thirty (30) calendar days prior written notice to the other Party.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

6.4 Effect of Termination. Termination of any Statement of Work or Supplemental Statement of Work will have no effect on this Contract. Termination of this Contract will serve to immediately terminate all open Statements of Work and Supplemental Statements of Work, absent a written agreement between the parties otherwise. Termination or expiration of this Contract, any Statement of Work, or any Supplemental Statement of Work will not affect any right or obligation of a party that comes into effect before, upon, or after such termination or expiration, or otherwise survives such termination or expiration, which was incurred by such party prior to such termination or expiration.

SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors (“**Consultant Personnel**”) that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statements of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant’s use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. Consultant shall be fully responsible and assumes liability for the acts and omissions of all subcontractors directly or indirectly employed by, or working at the direction of, the Consultant in the performance of the Services.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall

promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statements of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant's business.

SECTION 8

ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate and safe office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program including, without limitation, the following:

(a) Office space for the Consultant's Personnel. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;

(b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel;

(c) Hardware, software, peripherals, internet access, and network connectivity meeting current minimum technical standards, as determined by Consultant from time to time, to perform the program objectives efficiently; and

(d) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statements of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all the Municipality's GIS assets that permit the Consultant to continue Services within a reasonable period of time following a disaster or outage. The Consultant shall be responsible for installing, operating and monitoring the backup and recovery systems for all Consultant's assets that permit the Municipality to continue accessing the GISC Materials and Services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

8.4 Compliance with Law. The Municipality shall comply with all applicable local, state, and federal laws including those pertaining to safety, harassment, and discrimination.

SECTION 9 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the “***Municipal Materials***”) are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statements of Work. “***Third-Party Materials***” shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GISC Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the “***GISC Materials***”).

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality’s GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality’s GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public (“***Confidential Information***”). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary

information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within four (4) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or

the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

9.8 Survive Termination. The provisions of Section 9.1 and 9.4 through and including 9.8 shall survive the termination of this Contract.

SECTION 10 LIMITATION OF LIABILITY

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the intentional, willful and wanton, negligent and/or gross negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in **Attachment 3** to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

SECTION 12 GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Act**"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Applicable Regulations**")) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "**Department**") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*

12.3 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.4 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that

no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments. Attachments 1, 2, and 3 are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment and the text of this Contract, the text of this Contract shall control.

12.13 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute (“**Dispute**”). Such good faith negotiations shall commence promptly upon a party’s receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall

be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality: Village of Flossmoor
2800 Flossmoor Rd
Flossmoor, IL 60422
Attention: Jonathan Bogue
E-mail: jbogue@flossmoor.org

If to Consultant: Municipal GIS Partners, Incorporated
701 Lee Street, Suite 1020
Des Plaines, IL 60016
Attention: Thomas Thomey
E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "**Force Majeure**"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statements of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

Attachment: MGP MASTER Flossmoor IL 2023 (GIS Resolution)

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

VILLAGE OF FLOSSMOOR

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ATTEST:

**CONSULTANT: MUNICIPAL GIS
PARTNERS, INCORPORATED**

By: Donna J. Thomey
Name: Donna Thomey
Its: Management Support Specialist

By: Thomas A. Thomey
Name: Thomas A. Thomey
Its: President

Attachment: MGP MASTER Flossmoor IL 2023 (GIS Resolution)

Attachment 1
2023 Statement of Work
to
GIS Consortium Service Provider Contract

(see attached)

Attachment 2
2024 Statement of Work
to
GIS Consortium Service Provider Contract

(see attached)

Attachment 3
Insurance
to
GIS Consortium Service Provider Contract

(see attached)



Attachment 1 - 2023 Statement of Work

To GIS Consortium Service Provider Contract

About Municipal GIS Partners (MGP)

MGP (the Consultant) is the Service Provider to the GIS Consortium (GISC). It is necessary that each GISC member enter into an annual agreement with the Consultant (GISC Service Provider) to maintain their standing as a GISC member.

GISC Membership includes:

- Complete GIS program staffing with technology cost distribution across GISC members
- User and license access to all membership solutions and products
- Access to and participation in collaborative opportunities to share ideas and solutions

The Included Services section below expands on services provided by this agreement.

General Purpose

The Consultant will perform all or part of the (the Municipality) geographic information system (GIS) management, development, operation, and maintenance as directed by the Municipality. In addition to supporting the GIS program, the Consultant will identify opportunities for continued program development and enhancement.

Program Staffing

The Consultant provides all the requisite staffing and skillsets required to manage the Municipality program including:

- Technical professionals assigned directly to the Municipality
- Advanced technical support staff for analysis, system integration, and escalation
- Systems analysts for ensuring product, solution, and infrastructure performance
- Professional program managers for ensuring service levels

Direct Program Hours

Services related to the direct management, development, operation, and maintenance of the Municipality program required to support the system

Team Access During Normal Working Hours

The Consultant typically works Monday through Friday 8:00AM to 5:00PM. The Municipality has direct access to the staff assigned to the Municipality. Alternatively, the Municipality can call the Consultant's general telephone number or submit an email to Consultant's service desk for service.

Emergency Event Support

The Consultant will support Municipality emergency events within a reasonable timeframe of notification and work to staff the event for its duration. These services are not limited to normal business hours.

The Service Level section below expands on the program staffing services included in this agreement.

Staffing Allocation

Pursuant to the GISC membership agreement and bylaws all members must contract for a service level consistent with the allocation practices as prescribed by the GISC. The direct program staffing allocation for the Municipality for this agreement period is:

Agreement Period: October 1, 2023, through December 31, 2023

Direct Program Hours: 123.00

Onsite presence: Average of 4.61 days per month; estimated based upon 90 percent of the direct program hours, provided the Municipality and Consultant shall consult with each other in good faith from time to time on the advisability of flexible work arrangements whereby the program hours may be completed off-site, particularly in circumstances where the assigned staff and program are meeting or exceeding expectations.

Fees and Expenses

The fee for the staffing allocation set forth above is **\$5,535.00** per month. The total contract value for the agreement period is **\$16,605.00**. Such fee does not include taxes or any reimbursable out-of-pocket expenses that may be incurred by the Consultant.

Included Services

This section identifies the professional staffing, products and solutions, and business structures included in this service agreement. The Municipality is responsible for identifying and prioritizing the aspects of the services that are most important. The Consultant is responsible for implementing those priorities and communicating progress.

Staffing and Program Management

The Consultant provides the required staffing and organization with the skills and expertise to manage, develop, and maintain the system per the Municipality's priorities which includes GISC shared infrastructure, platforms, products and solutions. Services include:

1. Program consulting and reporting with all Municipality departments
2. Data creation, management, and quality control
3. Project identification, management, and delivery
4. Shared solution implementation

5. ERP and department system GIS integration
6. User training and onboarding
7. Resource management and scheduling

Data Management

The Consultant is responsible for managing the GIS and related data based on priorities as directed by the Municipality.

Primary Layers:

Addresses, parcels, buildings, streets, railroads, water utilities, sewer utilities, municipal boundary, zoning districts, planned unit developments, variances, TIF districts, special use permits, annexations, signs, trees, recreation areas, bike paths, water features, school districts, emergency response boundaries, refuse collection, and legislative districts.

Municipality Priority Layers

The Consultant's local government data model has over 260 standard layers. Included in this service is the identification, creation, and management of layers as directed by the Municipality.

Data Quality

One of the primary accountabilities of the Consultant is to ensure that Primary and Municipality Priority layers are of high-quality. Practices employed include:

1. Daily data quality reporting and alerting
2. Mistake proofing databases, processes, and productivity tools
3. Address Verification to identify discrepancies between Municipality ERP and department systems
4. Utility system integrity leveling for completeness, field accuracy and timeliness
5. Formation and support of key data stakeholder teams
6. Data management documentation for Municipality layers

Products and Solutions

GIS Membership includes unlimited access to the products and solutions developed by the Consultant for the GIS and its members. The Consultant is accountable for:

1. Collaboration with third party vendors and partners
2. Deploying shared solutions for the Municipality
3. Identifying and communicating new solution opportunities
4. Managing existing solutions to agreed service levels
5. Infrastructure monitoring, alerting and mitigation
6. Patching, updating, and securing shared infrastructure
7. Researching and evaluating opportunities for development
8. Resource planning and scheduling
9. Scalability planning and right sizing
10. Technical documentation
11. Testing and quality certification

Solution List

The following are the primary products and solutions provided by the Consultant through membership in the GISC:

1. **Address Pre-Check:** A tool to standardize address data in Municipality systems and workflows.
2. **Address Verification:** A product to assess and score community address quality across department systems.
3. **Asset Management and Manager Dashboards:** A solution that enables the Municipality to manage and visualize infrastructure data and maintenance
4. **Community Map Viewer:** A publicly accessible map viewer designed for residents and businesses
5. **Community-Portal:** An address-based portal that integrates and organizes department data for staff, residents, and local businesses
6. **Financial Forecasting:** A tool to project future infrastructure replacement costs
7. **Local Government Data Model:** A database standard developed for, and in partnership, with members of the GISC
8. **myGIS:** A secure staff accessible mapping system to discover and analyze all Municipality GIS data
9. **Story Maps:** A customizable web application to communicate information to the public in a simple and meaningful way
10. **Utility Leveling:** A data quality measurement system to assess the ability of utility data to support local government business processes

Service Level Agreement

The Consultant is responsible for managing the quality and availability of GISC infrastructure and solutions. These parameters are determined by GISC Board policy and included in these services.



Attachment 2 – 2024 Statement of Work

To GIS Consortium Service Provider Contract

About Municipal GIS Partners (MGP)

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GISC Membership includes:

- Complete GIS program staffing with technology cost distribution across GISC members
- User and license access to all membership solutions and products
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The Included Services section below expands on services provided by this agreement.

General Purpose

The Consultant will perform all or part of the (the Municipality) geographic information system (GIS) management, development, operation, and maintenance as directed by the Municipality. In addition to supporting the GIS program, the Consultant will identify opportunities for continued program development and enhancement.

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Emergency Event Support

The Consultant will support Municipality emergency events within a reasonable timeframe of notification and work to staff the event for its duration. These services are not limited to normal business hours.

The Service Level section below expands on the program staffing services included in this agreement.

Staffing Allocation

Pursuant to the GISC membership agreement and bylaws all members must contract for a service level consistent with the allocation practices as prescribed by the GISC. The direct program staffing allocation for the Municipality for this agreement period is:

Agreement Period: January 1, 2024, through December 31, 2024

Direct Program Hours: 494.00

Onsite presence: Average of 4.63 days per month; estimated based upon 90 percent of the direct program hours, provided the Municipality and Consultant shall consult with each other in good faith from time to time on the advisability of flexible work arrangements whereby the program hours may be completed off-site, particularly in circumstances where the assigned staff and program are meeting or exceeding expectations.

Fees and Expenses

The fee for the staffing allocation set forth above is **\$5,746.45** per month. The total contract value for the agreement period is **\$68,957.40**. Such fee does not include taxes or any reimbursable out-of-pocket expenses that may be incurred by the Consultant.

Included Services

This section identifies the professional staffing, products and solutions, and business structures included in this service agreement. The Municipality is responsible for identifying and prioritizing the aspects of the services that are most important. The Consultant is responsible for implementing those priorities and communicating progress.

Staffing and Program Management

The Consultant provides the required staffing and organization with the skills and expertise to manage, develop, and maintain the system per the Municipality's priorities which includes GISC shared infrastructure, platforms, products and solutions. Services include:

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4. Shared solution implementation

5. ERP and department system GIS integration
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7. Resource management and scheduling

Data Management

The Consultant is responsible for managing the GIS and related data based on priorities as directed by the Municipality.

Primary Layers:

Addresses, parcels, buildings, streets, railroads, water utilities, sewer utilities, municipal boundary, zoning districts, planned unit developments, variances, TIF districts, special use permits, annexations, signs, trees, recreation areas, bike paths, water features, school districts, emergency response boundaries, refuse collection, and legislative districts.

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One of the primary accountabilities of the Consultant is to ensure that Primary and Municipality Priority layers are of high-quality. Practices employed include:

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9. Scalability planning and right sizing
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6. **Financial Forecasting:** A tool to project future infrastructure replacement costs
7. **Local Government Data Model:** A database standard developed for, and in partnership, with members of the GISC
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10. **Utility Leveling:** A data quality measurement system to assess the ability of utility data to support local government business processes

Service Level Agreement

The Consultant is responsible for managing the quality and availability of GISC infrastructure and solutions. These parameters are determined by GISC Board policy and included in these services.



Attachment 3 - Insurance

To GIS Consortium Service Provider Contract

Consultant's Insurance

Consultant shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

- A. Minimum Scope of Insurance: Coverage shall be at least as broad as:
 1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.
 2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto" with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement.
 3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance (the policy shall include a 'waiver of subrogation').
- B. Minimum Limits of Insurance: Consultant shall maintain limits no less than:
 1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
 2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages: The Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.
 2. The Consultant's insurance coverage shall be primary as respects the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers.
 4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insureds
 6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
 7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*. Consultant agrees to indemnify and defend the Municipality from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Municipality may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the Municipality's own negligence.
- E. All Coverages: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.

- F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.

TO: Bridget Wachtel, Village Manager
CC: Scott Bordui
FROM: John Brunke, Public Works Director
DATE: August 7, 2023
SUBJECT: Consideration of an Award of Contract and Budget
 Amendment for the Flossmoor Road Viaduct Drainage
 Improvements Design Engineering



FLOSSMOOR

Background

The preliminary engineering and planning stages for the Flossmoor Road Viaduct Drainage Improvements project is progressing well. Village Staff and Baxter & Woodman Consulting Engineers have presented the preferred project alternative to the School District 161 Board and the Homewood-Flossmoor Park District Board. Both boards have given the project concept approval to move forward with the respective intergovernmental agreements' development.

As you may recall, the project will involve the construction of a large-scale storm sewer from the Flossmoor Road Viaduct south on Sterling Avenue and Lawrence Crescent to a retention basin behind the Heather Hill Elementary School. This project will also include property acquisition of a Homewood-Flossmoor Park District tennis courts parcel next to the school and an easement on the school property to accommodate the retention basin. The current estimated cost of the project is \$7.8M.

To date, the Village has been awarded \$2.7M in federal and state grants for the project from FEMA and the DCEO. Staff continues to pursue other grant funding to help offset the cost of the project. These efforts include submittals to the USACE Section 219 Grant program (\$2M) and the MWRD Stormwater Partnership Program (\$1M). The 2021 Streets and Storm Sewer Improvement Fund will provide the balance of funding needed to complete the project. The project design engineering will be funded with the \$200,000 FEMA HMGP grant and the Village's REBUILD Illinois bond funds. Due to the complexity of awarded and pending grant applications, the project may be built as two or more projects, which would be determined by the requirements of certain grant agencies. For example, if we are awarded the USACE Section 219 grant, a portion of this project will be completed separately by the USACE.

Design Engineering Agreement

Baxter & Woodman Consulting Engineers has submitted the attached engineering services agreement for the project's design engineering effort. The total cost-plus fixed fee not-to-exceed of the proposal is \$597,148. The engineering fee represents 7.7% of the estimated project cost, which is in line with industry standards for project engineering costs. The following is a list of the scope of services for the proposal:

1. Project Management - Plan, schedule, and control the activities that must be performed

to complete the project including budget, schedule, and scope.

2. Project Meetings & Public Involvement - Develop public information materials and conduct project meetings with Village Staff, School District 161 Staff, Homewood-Flossmoor Park District Staff, Metra Staff, and the public.
3. Collect Existing Files and Site Conditions - Obtain existing files and documents of existing site conditions. Perform field evaluation of conditions and collect data.
4. Topographic Survey - Perform topographic survey of the project area, including the survey of utility structures.
5. Site Visits for Designers - Conduct site visits by design engineers, evaluating route of project and design elements.
6. Utility Locates & Coordination - Complete design stage JULIE request and compile data of utilities on project area.
7. Geotechnical Investigation - Contract with geotechnical subcontractor for soil borings and pavement cores in project area to determine soil conditions and ground water conditions.
8. Clean Construction or Demolition Debris (CCDD) - Obtain geotechnical services for completing the required IEPA forms including CCDD screening, testing, and subsurface investigation for disposal of construction materials.
9. Grant Assistance - Prepare MWRD Stormwater Partnership grant application with Public Works Staff.
10. Engineering Analysis - Update existing drainage conditions, proposed conditions modeling, preliminary design, preferred alternative design, preliminary plan and profile, pavement design, typical sections, stormwater detention, preliminary design documents, preliminary engineer's opinion of probable cost, peer and constructability reviews and deliverables.
11. Environmental Coordination and Permitting - Prepare and submit permit applications to the IEPA and MWRD.

12. Final Design and Plan Development - Complete final engineering plans for various submittals as may be required by the MWRD and USACE.
13. Easement and Plat Work - Prepare easement(s) and property acquisition plats as needed.
14. Design Documents for Bidding - Prepare final design documents for bid process.
15. Final Engineer's Opinion of Probable Cost - Complete cost opinion of final plans.
16. Peer and Constructability Reviews - Conduct QC/QA review of final plans.
17. Bid Assistance - Assist with the bid process and address bidders' request for information.
18. Contract Documents - Prepare project contract documents and plans.

This design engineering contract is higher than a normal storm sewer infrastructure project because of the complexity of the project. This includes coordination with the Metra and CN Railroads and the potential for splitting the project up into separate projects if we are awarded grants/partnerships from the USACE and the MWRD.

Budget Amendments

Included in the FY24 General Fund Budget is \$200,000 in line 01-55-7-782 (construction) for a portion of the project that is being offset by the FEMA HMGP grant. We will need to request a budget amendment to move this \$200,000 from the construction line to the engineering line of 01-55-7-781. At the time of budget preparation, we thought that the FEMA grant would go towards the project construction.

Additionally, included in the FY24 REBUILD Illinois Bond Fund budget is \$350,000 for the project engineering. Since the engineering contract amount is \$597,148, we will need to request a budget amendment to line 03-01-7-701 in the amount of \$47,148 to cover the balance of the contract amount. There is sufficient fund balance for this amendment.

Recommendation

Based on the information above, Public Works Staff recommends that the Mayor and Board of Trustees approve the attached Engineering Services Agreement with Baxter & Woodman

Consulting Engineers for a not-to-exceed amount of \$597,148 and approve budget amendments to budget line 01-55-7-781 in the amount of \$200,000, line 01-55-7-782 in the amount of (\$200,000), and to line 03-01-7-701 in the amount of \$47,148. Corey Van Dyk from Baxter & Woodman is in attendance this evening to answer any questions you may have on their proposal or project.



Local Public Agency
Engineering Services Agreement

Agreement For
MFT PE

Agreement Type
Original

Using Federal Funds? ☐ Yes ☒ No

LOCAL PUBLIC AGENCY

Local Public Agency Flossmoor	County Cook	Section Number 23-00054-00-ES	Job Number
Project Number	Contact Name John Brunke	Phone Number (708) 957-4100	Email jbrunke@flossmoor.org

SECTION PROVISIONS

Local Street/Road Name Flossmoor Rd., Sterling Ave., Lawrence Cres.	Key Route	Length 3,550 LF	Structure Number N/A
Location Termini Flossmoor Road at the Metra Bridge, Sterling Avenue from Flossmoor Road to Maryland Ave and Lawrence Crescent from Maryland Ave to Heather Hill Elementary School property			Add Location Remove Location

Project Description

Phase II drainage improvements with road reconstruction from Flossmoor Road at the Metra Bridge, Sterling Avenue from Flossmoor Road to Maryland Ave and Lawrence Crescent from Maryland Ave to Heather Hill Elementary School property. B&W Project #200874.46

Engineering Funding ☒ MFT/TBP ☐ State ☐ Other

Anticipated Construction Funding ☒ Federal ☒ MFT/TBP ☐ State ☒ Other Local

AGREEMENT FOR

☐ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name Baxter & Woodman, Inc.	Contact Name Matt Moffitt	Phone Number (815) 444-4470	Email mmoffitt@baxterwoodman.com
Address 8430 W Bryn Mawr Ave Ste 400	City Chicago	State IL	Zip Code 60631

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

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

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

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- ☐ EXHIBIT ____ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- ☒ Exhibit E: Sub consultant cost
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as

determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- ☐ Percent
- ☐ Lump Sum
- ☐ Specific Rate
- ☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

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

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the

LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

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

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.

- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Baxter & Woodman, Inc.	36-2845242	\$569,858.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Rubino Engineering	80-0450719	\$27,290.00
Subconsultant Total		\$27,290.00
Prime Consultant Total		\$569,858.00
Total for all work		\$597,148.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The

Local Public Agency Type
Village

 of

Local Public Agency
Flossmoor

By (Signature & Date)

By (Signature & Date)

Local Public Agency

Flossmoor

Local Public Agency Type

Village

Clerk

Title

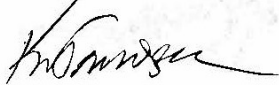
(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name
Baxter & Woodman, Inc.

By (Signature & Date)

	7/27/23
--	---------

Title

Deputy Secretary

By (Signature & Date)

	7/27/23
---	---------

Title

Associate Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Attachment: 200874.46 BLR_ViaductDesign_Proposal_Rev1 (8-3-23) (Flossmoor Rd Viaduct Drainage Engineering)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Flossmoor	Baxter & Woodman, Inc.	Cook	23-00054-00-ES

EXHIBIT A SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Baxter & Woodman understands that flooding of the Flossmoor Road viaduct has been a problem since its construction in the early 1900s, and mitigating this flooding is a high priority for the Village. Baxter & Woodman completed a comprehensive study in 2020 identifying conveyance improvements and local stormwater storage as potential improvement options. Phase 1 of the project, which included relief sewer constructed along Berry Lane, was previously designed and constructed.

Phase 2 of the project will include stormwater storage at Heather Hill Elementary School requiring an easement, and up to 3,200 linear feet of mainline relief storm sewer to be constructed within the Sterling Avenue, Lawrence Crescent, and Flossmoor Road right-of-way. Proposed main line storm sewer will range from 36-inch diameter along Flossmoor Road to 96-inch diameter along Lawrence Crescent. The project will include one structurally designed junction chamber, and one crossing of the Metra Electric Line located east of the Sterling Avenue and Flossmoor Road intersection.

We anticipate that this project will utilize funding from the Army Corps of Engineers Section 219 program and that it will be bid out as two separate phases.

We are pleased to provide this Proposal for design engineering services the proposed Phase 2 improvements. A detailed summary of our proposed scope of services and engineering fee is provided below.

SCOPE OF SERVICES

1. PROJECT COORDINATION AND DATA COLLECTION

A. PROJECT MANAGEMENT

1. Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope.
2. Coordinate with the OWNER and project team to ensure the goals of the project are achieved.
3. Prepare and submit monthly invoices, coordinate invoices from sub-consultants, and provide a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.

B. PROJECT MEETINGS & PUBLIC INVOLVEMENT

1. Conduct a Project kick-off meeting with OWNER's staff and the Project team to establish clear lines of communication, introduce OWNER staff to the team members, and establish the OWNER's detailed needs, objectives, and goals for the Project. The meeting will also be used to obtain information, drawings, plans, atlases, and other data to be supplied by the OWNER, and set schedules and guidelines for future design meetings.
2. Conduct up to four (4) meetings with Heather Hill Elementary School and Homewood-Flossmoor Park District Staff to coordinate proposed improvements, easement acquisition, construction logistics, and other considerations for work planned within School and Park District Property.
3. Conduct up to two (2) meetings with Metra Staff to determine requirements and coordinate the proposed railroad crossing of the Metra Electric Line east of the Sterling Avenue and Flossmoor Road intersection.
4. Conduct meetings with staff at times during the design of the Project to clarify staff wishes, design questions, and/or construction methods. Design meetings will normally consist of one preliminary "red line" meeting, where the initial layout of the storm sewer facility improvements are approved prior to design drawing preparation, one meeting at approximately 30% completion, one at 60% completion, and one final meeting at 90% completion.
6. Prepare advertisement, exhibits, handouts, and attend two (2) Public Meetings and/or Hearings. Prepare meeting minutes to document public comments.
7. Attend and present at up to seven (7) Village/Park District/School District Board meetings.
8. Prepare Digital Content designed for the purpose of immersive public engagement through website, social media, stakeholder meetings and public informational meetings.
- a. Presentation for communicating the project to the Village Board, School Board, and Park District Board.

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b. Preferred Alternative Video: A multi-media video utilizing advanced techniques including the combination of infographics, digital 3D assets, traffic simulations and blended virtual visualizations to provide detailed depiction of the proposed improvements.

c. PanoTechnology: A web-based 3D-panoramic viewer used to interactively explore a project's proposed improvements. This technology utilizes digital models and drone based topography to create an immersive, to scale, virtual experience.

C. COLLECT EXISTING DATA

1. Obtain, review, and evaluate the following information provided by the OWNER for use in design:

- Utility Atlases
- Existing Roadway and Structure Plans with Inspection Reports
- GIS Shape files surrounding the project limits
- Aerial Photography
- Environmental Studies
- Maintenance and flooding records
- Drainage Studies
- Hydraulic and Hydrologic information and calculations
- Geotechnical Data

2. Create lists of missing or conflicting data.

3. Infrastructure Inventory Analysis: Evaluate existing conditions of water main and sanitary sewer within the project limits:

- Water main will be evaluated using available repair records.
- Sanitary Sewer Repair will be evaluated by review of Village provided televised tapes and identified areas of sewer failure or blockages. Additional televising of sewers is not included in the scope of this work and can be provided for additional fee.

D. TOPOGRAPHIC SURVEY

1. Perform topographic survey of the Project limits of natural and man-made features in order to develop base sheets for Project plan drawings. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls.

2. Field-locate existing property corners and utilize available tax parcel information to establish an approximate right-of-way.

3. Develop base sheets of natural and man-made features from topographic survey data, including creating lists of deficient items for clarification at future site visits.

4. Conduct a survey of trees exceeding a 4-inch diameter within the area of impact that includes size, species, and condition. The tree survey extends 10 feet outside of the proposed right-of-way where practical. Provide a summary of findings and anticipated replacement values.

5. Field-locate existing property corners and utilize available tax parcel information to establish an approximate right-of-way. Conduct research at the County Recorder to obtain recorded documents for determining the limits of existing right of way and easements.

6. Collect drainage structure condition, inverts, size, and flow direction; critical ground elevations to determine overland flow depths; and lowest opening elevations of residential structures (as applicable) within low-lying areas.

E. SITE VISITS FOR DESIGNERS

1. Conduct up to two (2) site visits to familiarize the designer(s) with the sites, clarify any discrepancies on the Drawings, and identify the horizontal and vertical alignment of the storm sewer pipe.

2. Walk the proposed improvement routes with Owner staff to: resolve deficient/questionable items from the topographic survey; evaluate the condition of existing pavements, drainage structures, sidewalk, and curb and gutter; confirm the horizontal and vertical alignment of new pipeline; identify installation methods; identify areas conducive for contractor staging; identify parkway features to be protected and evaluate restoration options.

3. Prepare guidelines for protection of parkway features/trees, traffic control, construction staging, and

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restoration for the OWNER's use in communicating with residents, and for use during detailed design.

4. Perform a field evaluation of the condition of existing pavements, drainage structures, sidewalk ramps, and curb and gutter. Estimate quantities of pavement repair.
5. Collect and record all necessary field data for structural, roadway, drainage, utility, and pavement analysis. Observe and photograph the project area and immediate surroundings.

F. UTILITY LOCATES & COORDINATION

1. Complete a Design Stage Request with JULIE, which consists of obtaining names and phone numbers of utilities located within the work area.
2. Obtain names and phone numbers of all utilities located within the work area. Contact utilities, obtain atlases where available, and provide preliminary plan sheets to utility companies for their markup and return.
3. Record and maintain documentation of communications with utilities.

G. GEOTECHNICAL INVESTIGATION

1. Arrange for a geotechnical sub-consultant to make pavement cores and/or soil borings, collect and analyze soil samples, determine groundwater levels, and prepare a written report.
2. Obtain pavement cores of the surface and base material, for determining the composition of the existing pavement material within the Project limits.
3. Provide a boring and core location map prior to this work. This task includes up to twelve (12) pavement cores and eighteen (18) 15-foot borings are estimated). One (1) 50-foot structural boring is included at the proposed junction chamber location.

H. CLEAN CONSTRUCTION OR DEMOLITION DEBRIS (CCDD)

1. Obtain geotechnical services for completing IEPA Form 663, including CCDD screening, testing, and subsurface investigation. Coordinate with local disposal sites for pre-approval of investigated materials.

2. GRANT ASSISTANCE

A. GRANT APPLICATIONS: Prepare one MWRD Stormwater Partnership grant application collaboratively with OWNER staff by refining the collected information into specific proposed improvements, including a description of the Project scope and benefits. Relevant detail drawings and estimates of the Project schedule and cost are provided by the OWNER.

3. ENGINEERING ANALYSIS

A. UPDATE EXISTING DRAINAGE CONDITIONS

1. Update the existing XP-SWMM model to reflect updated topographic survey, changes in the watershed hydrology or hydraulics, and/or project goals.
2. Compare model flows/elevations to observed flows/elevations for known events. Adjust existing conditions model inputs if necessary.

B. PROPOSED CONDITIONS MODELING

1. Develop design criteria to clearly identify the goal(s) of the proposed improvements.
2. Update the hydraulic model with preliminary design data for the storm sewer improvements to confirm the required storm sewer sizes, elevations, and number, size, and location of inlet structures.
3. Modify the model and/or the design and analyze the proposed design to verify it matches the intent of the Project and conforms to the modeling (and vice versa).

4. PRELIMINARY DESIGN

A. ROW ANALYSIS

1. Determine the preferred improvement right-of-way requirements and need for acquisition.
2. Recommend and identify necessary temporary construction easements, permanent easements, or right-of-way acquisition to complete the proposed improvements.

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B. PREFERRED ALTERNATIVE DESIGN

1. Develop the preferred improvement plan, profile, and cross sections throughout the project.
2. Identify design constraints including clear zone, obstructions, drainage limitations, and potential design exceptions.

C. PRELIMINARY PLAN AND PROFILE

1. Prepare plan and profile sheets for the horizontal and vertical alignment of the preferred alternative at 1" = 20' scale.
2. Identify design constraints including clear zone, obstructions, drainage limitations, and potential design exceptions.
3. Plan and profile sheets will include improvement limits, stations and offset callouts, define paving limits, label construction limit locations and right of way breaks, utility adjustments, guardrail locations, and wetland locations and impacts.

D. PAVEMENT DESIGN

1. Design the proposed pavement and base course material and thicknesses, and subgrade treatments (if applicable) in accordance with recommendations from the soils report and IDOT Bureau of Local Roads Chapter 44. This scope of work includes full roadway reconstruction within the project limits.

E. TYPICAL SECTIONS

1. Prepare typical sections for the existing and proposed improvements, showing dimensions for roadway surfaces, bases, subbases, subgrade treatments, gutters, curb and gutters, medians, sidewalks, bike paths, ditches, backslopes, and right of way.

F. STORMWATER DETENTION

1. Identify and recommend a preferred stormwater detention strategy for stormwater storage proposed on the Heather Hill Elementary School property. This scope of work assumes stormwater storage will be provided in an above-ground detention basin.
2. Provide preliminary design of detention facilities that includes anticipated layout, outfalls, volume, and elevations.

G. PRELIMINARY DESIGN DOCUMENTS

1. Develop base sheets of natural and man-made features from topographic survey data.
2. Indicate the location of all utilities that can be obtained from the best available records, including utility company atlases.
3. Prepare preliminary plan sheets (60%) that indicate the proposed layout of design elements.
4. Create lists of deficient items for clarification at future site visits.

H. PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

1. Prepare Opinion of Probable Costs (OPC) for the Project including construction cost; contingencies; construction engineering services.

I. PEER AND CONSTRUCTABILITY REVIEWS

1. Conduct engineering QA/QC peer reviews of drawings and specifications.
2. Conduct constructability review of drawings and specifications.
3. Make revisions to Drawings and Specifications based on comments from both engineering and construction reviews.

J. DELIVERABLES

1. Preliminary Engineer's Opinion of Probable Costs.
2. Digital copy of plan sheets and EOPC.

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5. ENVIRONMENTAL COORDINATION AND PERMITTING

A. PERMITS AND AGENCY COORDINATION

1. Submit the design documents to obtain permits from MWRD and IEPA (if necessary).
2. Submit the design documents to obtain a Section 404 permit from the U.S. Army Corps of Engineers.
3. Submit the design documents to obtain a floodway construction permit from IDNR-OWR.
4. Submit a Notice of Intent and the Stormwater Pollution Prevention Plan to the IEPA for a General NPDES Permit No. ILR10.
5. Obtain a historic preservation consultation from IHPA.
6. Apply for an OWNER site work permit, building permit, and/or tree removal and preservation permit, if required.
7. Submit an EcoCAT information request through the IDNR website to identify potentially impacted natural resources. Consultation may be required if potential impacts are identified. Additional project information and fees may be required for consultation not included in the scope of this project and will be a separate expense to the OWNER, if required. Unique design measures to mitigate impacts from the EcoCAT are considered additional services.
8. Agency review fees are not included within this agreement and shall be paid for separately by the OWNER.

6. FINAL DESIGN AND PLAN DEVELOPMENT

A. FINAL DESIGN

1. Review and respond to Preliminary (60%) and Pre-Final (95%) plan sheets comments.
2. Finalize the preferred geometric layout and cross section throughout the Project.
3. Maintenance of Traffic and Construction Staging.
4. Develop a preferred maintenance of traffic and staging plan and submit to the OWNER for comment and approval.
5. Identify the preferred strategy for maintaining traffic and driveway access.
6. Complete a design of the preferred staging plan, which may include a detour or staged construction.
7. Prepare construction staging notes, typical sections, and layout to maintain local traffic flow through the construction zone.
8. Confer with OWNER staff, emergency services, and public transportation agencies to consider local impacts and concerns.

B. EASEMENT AND PLAT WORK

1. Utilize in-house registered land surveyor to investigate existing property ownership, existing easements, and dedicated rights-of-way.
2. Prepare preliminary plats of easement for the OWNER to use in obtaining easements for.
3. Prepare final plats of easements when directed by the OWNER.

C. DESIGN DOCUMENTS FOR BIDDING

1. Provide detailed drawings design elements and construction requirements.
2. Indicate location of all utilities that can be obtained from the best available records, including utility company atlases and SUE locates.
3. Create all legends, general notes, and designer instructions to contractors, to create a final set of construction drawings.
4. Prepare Design Documents consisting of Drawings and Specifications detailing the general scope, extent, and character of construction work to be furnished and performed by the Contractor(s). Specifications prepared in conformance with the format of the Construction Specification Institute. This task includes preparation of detailed drawings for one (1) structurally designed concrete junction chamber and reinforcing steel necessary to allow cast-in-place construction.
5. Prepare for review and approval by the OWNER and its legal counsel the forms of Construction Contract Documents consisting of "Front End Documents" including Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions,

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where appropriate, based upon standard OWNER contract documents or documents prepared by the Engineers Joint Contract Document Committee (EJCDC).

6. Both Pre-final (90%) and Final (100%) plan sheets and contract documents submittals are anticipated for this Project.

7. This scope of work includes preparation of bidding documents for up two (2) separate bid packages.

H. FINAL ENGINEER'S OPINION OF PROBABLE COST

1. Prepare Opinion of Probable Costs (OPC) for the Project including construction cost; contingencies; construction engineering services.

I. PEER AND CONSTRUCTABILITY REVIEWS

1. Conduct engineering QA/QC peer reviews of drawings and specifications.

2. Conduct constructability review of drawings and specifications.

3. Make revisions to Drawings and Specifications based on comments from both engineering and construction reviews.

E. DELIVERABLES

1. Full sized For Bid Plan Sheets - One (1) copy

2. 11x17 sized For Bid Plan Sheets - One (1) copy

3. Project Manual - One (1) copy

4. Engineer's Opinion of Probable Cost

5. Digital copy of plan sheets, contract documents, and EOPC

6. Digital copy of CAD files and hydraulic model files.

7. BID ASSISTANCE

A. Provide design assistance and clarification for bid documents.

B. Assist the OWNER with coordination and scheduling during the bid process.

1. Provide documents for bidding and assist the OWNER in solicitation of bids from as many qualified bidders as possible, prepare addendums as necessary.

2. Attend bid opening to receive and evaluate bids.

3. Tabulate bids and make a recommendation to the OWNER for an award of contract.

4. This scope of work includes bidding assistance for up to two (2) separate bids.

8. ARMY CORPS OF ENGINEERS SECTION 219 COORDINATION AND REQUIREMENTS

A. MEETINGS

1. Attend a Project kick-off meeting with Owner's staff, ACOE staff, and the Project team to establish clear lines of communication, introduce Owner staff to the team members, and establish the Owner's detailed needs, objectives, and goals for the Project.

2. Attend up to 16 bi-weekly meetings with Owner's staff and ACOE staff during the design of the Project to clarify staff wishes, design questions, and/or construction methods.

3. Attend three (3) design review meetings with Owner's staff and ACOE staff.

B. SUBMITTAL REQUIREMENTS

1. Preliminary Design Submittal

i. Prepare the Quality Control Plan in accordance with the Army Corps of Engineers requirements.

ii. Prepare the Project Design Team documentation in accordance with the Army Corps of Engineers requirements.

iii. Prepare the Independent Technical Review Plan in accordance with the Army Corps of Engineers requirements.

iv. Prepare the Alternatives Analysis Report in accordance with the Army Corps of Engineers requirements.

v. Prepare the HTRW Report in accordance with the Army Corps of Engineers requirements.

2. Pre-50% Design Submittal

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- i. Update Preliminary Design Submittal documents as necessary for Pre-50% submittal.
 - ii. Prepare the Real Estate Drawing in accordance with the Army Corps of Engineers requirements.
 - iii. Prepare the Utility Coordination Summary Report in accordance with the Army Corps of Engineers requirements.
 - iv. Prepare the Design Analysis in accordance with the Army Corps of Engineers requirements.
 - v. Include Pre-50% Engineering Plans, OPC, and outline of specifications.
 3. 50% Design Submittal
 - i. Update Pre-50% Design Submittal documents as necessary for 50% submittal.
 4. Final 100% Design Submittal
 - i. Prepare the Engineering Considerations and Instructions to Field Personnel in accordance with the Army Corps of Engineers requirements.
 - ii. Update 50% Design Submittal documents as necessary for 100% submittal.
 - iii. Include complete final specifications.
 5. 100% Design Back Check Certified Final Submittal
 1. Update Final 100% Design Submittal documents as necessary for 100% Design Back Certified Final Submittal.
 6. Solicitation Set Submittal
 - i. Submit a sealed solicitation set of Engineering Plans and specifications in PDF and native file formats.
 7. Contract Set Submittal
 - i. Submit a sealed contract set of Engineering Plans and specifications, including all amendments issued during the solicitation phase, in PDF and native file formats.
- C. BIDDING ASSISTANCE
1. Provide design assistance and clarification for bid documents.
 2. Assist with coordination and scheduling during the bid process.
 3. Provide documents for bidding, prepare addendums as necessary.
 4. Attend a pre-bid conference and bid opening.

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**EXHIBIT B
PROJECT SCHEDULE**

Notice to Proceed - 8/7/2023
Phase 1 Letting April 2024
Phase 2 Letting September 2024
Schedule subject to land acquisition and railroad coordination.

Attachment: 200874.46 BLR_ViaductDesign_Proposal_Rev1 (8-3-23) (Flossmoor Rd Viaduct Drainage Engineering)

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Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☐
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☐
3	Was the scope of services for this project clearly defined?	☐	☐
4	Was public notice given for this project?	☐	☐
5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☐
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☐
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☐
	Project Criteria		
	Weighting		
8	Do the written QBS policies and procedures discuss the method of selection?	☐	☐
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☐
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☐
11	Were acceptable costs for this project verified?	☐	☐
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☐
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☐
14	QBS according to State requirements used?	☒	☐
15	Existing relationship used in lieu of QBS process?	☐	☒
16	LPA is a home rule community (Exempt from QBS).	☒	☐



COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency

Village of Flossmoor

County

Cook

Section Number

23-00054-00-ES

Prime Consultant (Firm) Name

Baxter & Woodman

Prepared By

Matt Moffitt

Date

6/15/2023

Consultant / Subconsultant Name

Baxter & Woodman

Job Number

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM 16 MONTHS
START DATE 7/1/2023
RAISE DATE 1/1/2024
END DATE 10/31/2024

OVERHEAD RATE 154.30%
COMPLEXITY FACTOR
% OF RAISE 2.00%

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	7/1/2023	1/1/2024	6	37.50%
1	1/2/2024	11/1/2024	10	63.75%

The total escalation = 1.25%

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PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.25%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Executive Vice President	\$84.67	\$85.73
Vice President	\$76.50	\$77.46
Engineer VII	\$69.18	\$70.04
Engineer VI	\$68.66	\$69.52
Engineer V	\$61.11	\$61.87
Engineer IV	\$51.56	\$52.20
Engineer III	\$43.07	\$43.61
Engineer II	\$37.74	\$38.21
Engineer I	\$32.03	\$32.43
Environ. Scientist V	\$59.25	\$59.99
Environ. Scientist II	\$37.25	\$37.72
Natural Resources Mngr.	\$52.00	\$52.65
Engineer Tech V	\$55.25	\$55.94
Engineer Tech IV	\$47.38	\$47.97
Engineer Tech III	\$39.15	\$39.64
Engineer Tech II	\$31.75	\$32.15
Engineer Tech I	\$25.50	\$25.82
Spatial Tech. Manager	\$60.75	\$61.51
Spatial Tech. Prof. III	\$47.00	\$47.59
Spatial Tech. Prof. II	\$33.63	\$34.05
Survey Manager	\$49.00	\$49.61
Surveyor, Project	\$39.08	\$39.57
Survey Tech.	\$26.00	\$26.33
CADD Technician III	\$45.00	\$45.56
Marketing Prof. IV	\$45.67	\$46.24
Marketing Prof. III	\$37.88	\$38.35
Admin. Support IV	\$43.63	\$44.18

Attachment: 200874.46_BLR_ViaductDesign_Proposal_Rev1 (8-3-23) (Flossmoor Rd Viaduct Drainage Engineering)

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SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

[illegible]

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency

Village of Flossmoor

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Baxter & Woodman

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	2000	\$0.66	\$1,310.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	4	\$65.00	\$260.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utlility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$1,570.00

County

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Cook

Job Number

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

COMPLEXITY FACTOR

Attachment: 200874.46_BLR_ViaductDesign_Proposal_Rev1 (8-3-23) (Flossmoor Rd Viaduct Drainage Engineering)

Local Public Agency

Village of Flossmoor

County

Cook

Section Number

23-00054-00-ES

Consultant / Subconsultant Name

Baxter & Woodman

Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

Attachment: 200874.46 BLR ViaductDesign Proposal Rev1 (8-3-23) (Flossmoor Rd Viaduct Drainage)

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Coordination and Data Collection			Grant Assistance			Engineering Analysis			Preliminary Design			Environmental Coord. Permitting		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	W A
Executive Vice President	85.73	0.0																	
Vice President	77.46	0.0																	
Engineer VII	70.04	422.0	10.84%	7.59	245	21.49%	15.05	6	17.65%	12.36	20	13.33%	9.34	40	4.65%	3.26	15	8.11%	5
Engineer VI	69.52	285.0	7.32%	5.09										120	13.95%	9.70	25	13.51%	9
Engineer V	61.87	451.0	11.59%	7.17	190	16.67%	10.31				20	13.33%	8.25	100	11.63%	7.19	20	10.81%	6
Engineer IV	52.20	556.0	14.29%	7.46	150	13.16%	6.87	4	11.76%	6.14				150	17.44%	9.11	30	16.22%	8
Engineer III	43.61	326.0	8.38%	3.65	50	4.39%	1.91	24	70.59%	30.78	40	26.67%	11.63	100	11.63%	5.07			
Engineer II	38.21	763.0	19.60%	7.49	88	7.72%	2.95				70	46.67%	17.83	150	17.44%	6.66	75	40.54%	15
Engineer I	32.43	0.0																	
Environ. Scientist V	59.99	20.0	0.51%	0.31	20	1.75%	1.05												
Environ. Scientist II	37.72	95.0	2.44%	0.92	35	3.07%	1.16												
Natural Resources Mngr.	52.65	10.0	0.26%	0.14	10	0.88%	0.46												
Engineer Tech V	55.94	0.0																	
Engineer Tech IV	47.97	0.0																	
Engineer Tech III	39.64	0.0																	
Engineer Tech II	32.15	0.0																	
Engineer Tech I	25.82	0.0																	
Spatial Tech. Manager	61.51	0.0																	
Spatial Tech. Prof. III	47.59	40.0	1.03%	0.49	40	3.51%	1.67												
Spatial Tech. Prof. II	34.05	38.0	0.98%	0.33	28	2.46%	0.84										10	5.41%	1
Survey Manager	49.61	60.0	1.54%	0.76															
Surveyor, Project	39.57	120.0	3.08%	1.22	120	10.53%	4.17												
Survey Tech.	26.33	0.0																	
CADD Technician III	45.56	612.0	15.72%	7.16	140	12.28%	5.60							200	23.26%	10.60			
Marketing Prof. IV	46.24	0.0																	
Marketing Prof. III	38.35	24.0	0.62%	0.24	24	2.11%	0.81												
Admin. Support IV	44.18	70.0	1.80%	0.79													10	5.41%	2
TOTALS		3892.0	100%	\$50.82	1140.0	100.00%	\$52.84	34.0	100%	\$49.28	150.0	100%	\$47.05	860.0	100%	\$51.59	185.0	100%	\$4

Local Public Agency

Village of Flossmoor

County

Cook

Section Number

23-00054-00-ES

Job Number

Consultant / Subconsultant Name

Baxter & Woodman

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Final Design and Plan Development			Bidding Assistance			ACOE Section 219 Coordination											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Executive Vice President	85.73																		
Vice President	77.46																		
Engineer VII	70.04	60	4.84%	3.39	12	16.90%	11.84	24	11.32%	7.93									
Engineer VI	69.52	140	11.29%	7.85															
Engineer V	61.87	60	4.84%	2.99	15	21.13%	13.07	46	21.70%	13.43									
Engineer IV	52.20	180	14.52%	7.58				42	19.81%	10.34									
Engineer III	43.61	60	4.84%	2.11	12	16.90%	7.37	40	18.87%	8.23									
Engineer II	38.21	380	30.65%	11.71															
Engineer I	32.43																		
Environ. Scientist V	59.99																		
Environ. Scientist II	37.72	60	4.84%	1.82															
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Survey Manager	49.61	60	4.84%	2.40															
Surveyor, Project	39.57																		
Survey Tech.	26.33																		
CADD Technician III	45.56	220	17.74%	8.08	12	16.90%	7.70	40	18.87%	8.60									
Marketing Prof. IV	46.24																		
Marketing Prof. III	38.35																		
Admin. Support IV	44.18	20	1.61%	0.71	20	28.17%	12.44	20	9.43%	4.17									
TOTALS		1240.0	100%	\$48.65	71.0	100%	\$52.43	212.0	100%	\$52.69	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$

Attachment: 200874.46_BLR_ViaductDesign_Proposal_Rev1 (8-3-23) (Flossmoor Rd Viaduct Drainage)



July 26, 2023

To: Matthew J. Moffit, PE, CFM
Associate Vice President
Baxter & Woodman, Inc.
8430 W. Bryn Mawr Ave, Suite 400
Chicago, Illinois 60056

Re: Proposal - Geotechnical Exploration
Proposed Flossmoor Viaduct Flood
Control Project Phase II
Sterling Ave, Lawrence Crescent,
Flossmoor Rd, Heather Hill Elementary
Flossmoor, Illinois

Proposal No. Q23.382g

Via email: mmoffitt@baxterwoodman.com

Dear Mr. Moffitt,

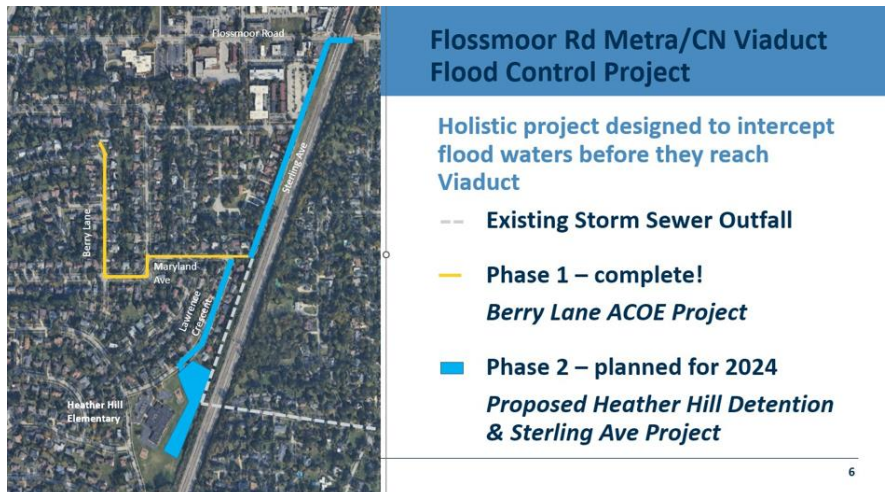
Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide geotechnical engineering services for the above referenced project. Rubino received a request for proposal from Matthew J. Moffit of Baxter & Woodman, Inc. via email on July 25, 2023.

PROJECT UNDERSTANDING

Rubino understands that Village of Flossmoor is planning to install utilities for flood control improvements in Flossmoor, Illinois. The Phase II improvements include the installation of a 36-inch sewer near the existing viaduct, an 84 to 96-inch sewer along Lawrence Crescent, and the construction of a detention basin behind Heather Hill Elementary. Rubino performed soil borings for the Phase I of this project in 2021 under Rubino Report No. G21.001 dated January 29, 2021. Baxter & Woodman has requested Rubino perform twelve (12) soil borings and pavement cores along Sterling Avenue and Lawrence Crescent, six (6) soil borings and two (2) infiltration tests in the area of the proposed detention basin.

Information received:

- RFP email from Matthew J. Moffit of Baxter & Woodman, Inc. on July 25, 2023.
- "Flossmoor Viaduct Flooding Improvement" prepared by Baxter & Woodman, Inc.



Field Services Scope of Services Summary

Additional Scope discussion can be found in subsequent pages of this proposal

Client Notification Needed prior to mobilization	Please notify Rubino if this is needed upon project authorization
Site Access	Open site – Coordination with elementary school to be handled by Baxter & Woodman
Soil Sampling Method Proposed	Track-mounted Geoprobe Drill Rig & Core Machine
Traffic Control Needs	Cones and signage
Boring Location Plan	See below for aerial / KMZ
Soil Sampling	SPT – 2 ½ ft to 15 feet, 5 ft thereafter
Backfill Needs	Cuttings, excess spoils remain on site
Patching	Cold Patch or Quikrete
Site Protection or Restoration included	None
Groundwater Readings	During drilling and upon auger removal
CCDD	663 – direct push + chain of custody to lab Clean spoons for B-01 and B-02 for 663 Sampling
Additional Sampling needed	Soil grab at bottom of infiltration test for hydrometer testing
Additional Field Equipment needed	Infiltrometer test equipment at 15 ft.

Boring Depths

To obtain data to evaluate subsurface conditions within the proposed development/construction areas. Rubino proposes the drilling scope of work as detailed below:

NUMBER OF BORINGS	NUMBER OF CORES WITH PAVEMENT THICKNESS	DEPTH (FEET BEG*)	LOCATION ON SITE / STREET NAME	SPT SAMPLING INTERVALS	SOIL CLASSIFICATION METHOD
12	12	15	Sterling Ave and Lawrence Crescent (B-01 through B-12)	2 ½ ft to 15 ft, 5 ft intervals thereafter	USCS
6	--	15	Heather Hill Elementary / Detention Basin (B-13 through B-18)		

6 Total Borings 12 Total Cores 270 Total Lineal Feet

NUMBER OF INFILTRATION TESTS	DEPTH (FEET BEG*)	LOCATION ON SITE	SOIL CLASSIFICATION METHOD
2	15	Heather Hill Elementary / Detention Basin (I-01 & I-02)	USDA

2 Total Infiltration Tests 30 Total Lineal Feet

Soil Analytical Testing Sample Locations/Depths

NUMBER OF SAMPLE LOCATIONS FOR CCDD 663 TESTING	DEPTH (FEET BEG*)	LOCATION
E-01	15	Immediate Vicinity around B-01
E-02	15	Immediate Vicinity around B-02
B-08	15	Immediate Vicinity at B-8
B-13	15	Immediate Vicinity at B-13
B-18	15	Immediate Vicinity at B-18

*BEG = below existing grade

Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

SCOPE OF SERVICES DISCUSSION

The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide a geotechnical exploration the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino's current understanding of the project.

Site Access

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be accessible to track-mounted Geoprobe drilling equipment and pick-up truck with core and infiltrometer test equipment.

Traffic Control

Traffic control will consist of cones and truck lighting, as determined to be needed at the time of drilling. Rubino does not anticipate the need for additional traffic control, if the boring locations change flaggers can be provided for an additional fee.

Boring Locations

The approximate proposed boring locations are shown below. Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.

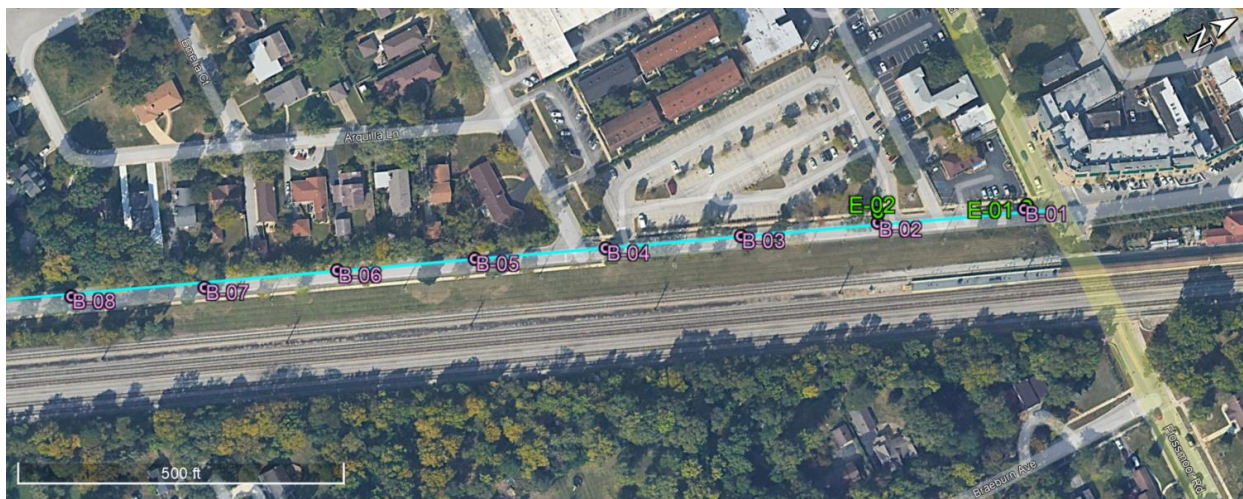


Exhibit 1) Proposed boring and direct push locations along Sterling Avenue

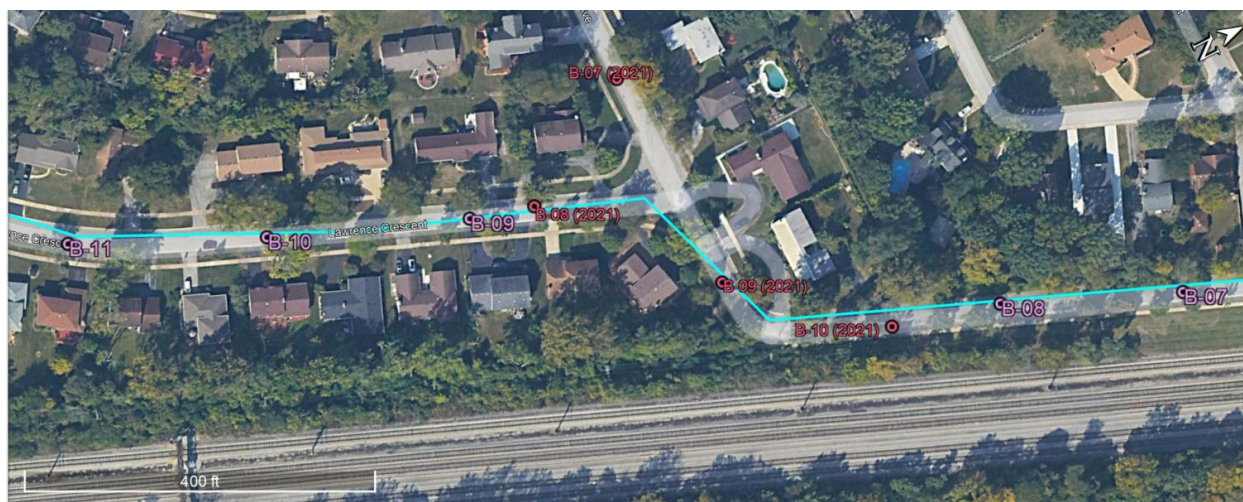


Exhibit 2) Proposed boring locations and previously completed boring locations along Sterling Ave and Lawrence Crescent



Exhibit 3) Proposed boring locations and infiltration tests along Lawrence Crescent and within the area of the proposed detention basin

SPT - Soil Sampling

Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 ½ - foot intervals to a depth of 15 feet and 5 - foot intervals thereafter, as applicable.

If unsuitable bearing soils are encountered within the borings as proposed herein, the borings will be extended an additional 5 feet to attempt to end the borings in suitable soils. If unsuitable soils persist at the end of an additional 5 feet the client will be contacted prior to demobilizing.

Unsuitable soils will be defined by field personnel using the following criteria:

- Cohesive soils with an N value less than or equal to 6.
- Granular soils with an N-value less than 10.
- Black cohesive or silty soil with visible signs of organic matter and / or organic odor and low blow counts as described above.

Infiltration Testing

Rubino has been requested to perform infiltration testing at two locations within the area of the proposed detention basin behind Heather Hill Elementary. Rubino intends to perform a field “falling head” test within PVC casing placed into a borehole at a specified depth. Rubino will perform the testing in general accordance with ASTM D6391.

Based on preliminary findings from field investigation or based on the requested depths, Rubino may implement a different testing method to estimate soil infiltration rate.

Infiltration testing is a day-long test and is planned to be performed in an area that does not need traffic control.

Completion of Borings

Upon completion of drilling, the borings will be backfilled with soil cuttings and capped with similar existing material and/or asphalt cold patch. Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included.

It should be noted that over time, some settlement may occur in the bore hole. If Rubino is requested to return to the site for the purpose of filling any bore holes that may have settled, additional time and material charges may apply.

Geotechnical Laboratory Testing

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Laboratory testing will be performed in accordance with ASTM procedures and may include examination of selected samples to evaluate the soils' index properties and relative strength characteristics.

Based on the proposed quantity of soil borings, anticipated depths, and project type, a list of the anticipated laboratory tests are summarized below.

LABORATORY TEST	ESTIMATED QUANTITY	SAMPLE TYPE
Hydrometer	2	Split spoon, bulk, or Shelby Tube
Natural Moisture Content	126	Cohesive Samples
Organic Content	12	Split spoon, bulk, or Shelby Tube

CCDD TESTING – LPC 663 ONLY

Rubino has obtained a “Potential Impacted Property” (PIP) evaluation of the area near the proposed utility improvements.

The PIP evaluation indicates further testing is needed for form LPC-663, Rubino will perform PID testing on the soil samples and soil analytical testing in general compliance with the IEPA CCDD requirements. Laboratory testing will be at the discretion of the environmental professional based on knowledge of the location of the borings.

LPC 663 Testing Scope
• PIP Evaluation (Historical & Regulatory) ○ 2 Eris Reports • Soil Analytical Tests (5 estimated E-01, E-02, B-08, B-13, and B-18): ○ Volatile Organic Compounds (VOCs), Semi-Volatile Organic Compounds (SVOCs) Resource Conservation Recovery Act (RCRA) Metals, pH (B-03 through B-18) ○ TCLP / SPLP RCRA Metal (only if necessary) • P.E. / P.G. Review & Certification (LPC #663) • <i>LPC-663 CCDD Certification, as applicable</i>

If the analytical testing indicates the soils are contaminated, additional testing and an additional disposal source may be necessary (Composite Non-Hazardous Non-Special Waste Analytical for landfill disposal if necessary).

Please note that CCDD certification requirements vary depending on the dump site. The above scope should be reviewed by the proposed dump site to determine compliance with the site's specific requirements.

GEO REPORT

Upon completion of field and laboratory work, Rubino will prepare a geotechnical engineering report using the collected data. The geo report will include the following:

- *Summary of client-provided project information and report basis*
- *Overview of encountered subsurface conditions*
- *Overview of field and laboratory tests performed including results*
 - *Summary table of encountered pavement and subbase stone thickness with photo documentation*
 - *Infiltration Reading*
- *Geotechnical recommendations pertaining to:*
 - *Subgrade preparation and stability recommendations*
 - *Utility Installation and backfill recommendations*
 - *Trench box lateral earth pressures*
 - *Dewatering*
- *Construction considerations, including temporary excavation and construction control of water*

An electronic copy of the report will be provided. The report will be addressed to Baxter & Woodman, Inc..

PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 5 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Utility clearance and rig mobilization	10 – 15
Field work including site layout and drilling	5
Laboratory Testing	10 – 12
Preparation of the Geotechnical Report	10
CCDD Field and Reporting	15 - 20

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal recommendations can be made to appropriate parties upon completion of the field investigation and laboratory testing. Rubino will need to receive a signed copy of this proposal intact prior to mobilizing the drill rig.

UTILITY LOCATE AND OUTSIDE SERVICES

Rubino will coordinate contacting the Utility “One-Call” for public utility clearance prior to the start of drilling activities. It is Rubino's experience that this service does not mark the locations of privately owned utilities. This proposal is based on privately owned utility locates being coordinated by the owner prior to drill rig mobilization.

FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a lump-sum basis. Based on the scope of services outlined above, the lump-sum fee will be:

Subsurface Exploration	Boring Layout / Utility / PM	\$ 750.00	Lump sum
	Drill Rig Mobilization and Drilling	\$ 15,000.00	Lump sum
	Pavement Cores	\$2,640.00	Lump sum
Field Testing	Field Infiltration Testing x 2	\$ 1,500.00	Lump sum
Lab	Geotechnical Lab Tests as described above	\$ 1,150.00	Lump sum
Reporting	Preparation of the Geotechnical Report	\$ 1,500.00	Lump sum
CCDD 663 Lab	Soil Analytical testing for form 663 (\$650 each):	\$ 3,250.00	Lump sum
CCDD 663 Rpt	Form LPC 663 and Report:	\$ 1,500.00	Lump sum
		\$27,290.00	Grand Total

Please see the attached fee schedule for additional unit rates for services requested after issuing the geotechnical report (drawing / spec review, scope or site layout change, etc.).

Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of services. Therefore, the borings will be advanced to the depths referenced above, or to refusal, whichever is shallower.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. The proposed lump-sum fee is based on the existence of adequate bearing materials being encountered within the proposed boring depths. Should conditions be encountered which require a deepening of borings or additional investigation, Rubino will notify you to discuss modifying the outlined scope of services. Additional work beyond the lump-sum fee will not be performed without your prior authorization.

AUTHORIZATION

If this proposal is acceptable to you, Rubino will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. Rubino will proceed with the work upon receipt of authorization.

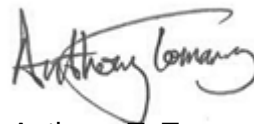
Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact Rubino with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President



Anthony T. Tomaras
Project Manager

RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)

MAL/file

Attachments: Proposal Acceptance and Data Sheet
 Schedule of Services and Fees
 General Conditions

**This is an electronic copy. Hard Copies of this proposal are available upon request.

Attachment: 200874.46 BLR_ViaductDesign_Proposal_Rev1 (8-3-23) (Flossmoor Rd Viaduct Drainage Engineering)

PROPOSAL ACCEPTANCE:

AGREED TO, THIS _____	DAY OF _____	, 202 __.
BY (please print): _____		
TITLE: _____		
COMPANY: _____		
SIGNATURE: _____		

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:

() Copies To: _____	() Copies To: _____
_____	_____
_____	_____
Attn: _____	Attn: _____
Email: _____	Email: _____
() Copies To: _____	() Copies To: _____
_____	_____
_____	_____
Attn: _____	Attn: _____
Email: _____	Email: _____
7. Invoicing Address: _____

Attn: _____
Email: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.
2023 Schedule of Geotechnical Services & Fees

ENGINEERING

Professional and Technical Services for site evaluation, field supervision, analysis of test data and engineering recommendations and consultation:

Principal Engineer	Per Hour	\$	185.00
Project Engineer/Manager	Per Hour	\$	135.00
Engineering Field Technician / Field Engineer / Field Geologist	Per Hour	\$	105.00

SUBSURFACE EXPLORATION

Mobilization and moving of truck-mounted drilling equipment and crew (50-mile radius)	Per Trip	\$	650.00
Hourly Rate Drilling	Per Hour	\$	475.00
Thin Wall Tubes (ASTM D-1587)	Each	\$	50.00

LABORATORY TESTING

Moisture Content Test / Visual Classification	Each	\$	7.00
Atterberg Limits Determination (LL, PL)	Each	\$	65.00
Combined Hydrometer & Sieve Analysis	Each	\$	130.00
Sieve Analysis (washed)	Each	\$	85.00

FEE REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino General Conditions.
- 2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond Rubino's control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum charge of 4 hours.
- 10) For all Rubino services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional services rates are exclusive of expert deposition or testimony time.
- 14) Drilling and field service rates are based on OSHA Level D personnel protection.
- 15) For sites where drilling is to occur that are not readily accessible to a truck mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
- 16) If applicable the prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577

RUBINENG

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200		CONTACT NAME: Laurie Cloninger PHONE (A/C No, Ext): 630 625-5219 FAX (A/C No): 610 537-4939 E-MAIL ADDRESS: AECertificates@usi.com															
INSURED Rubino Engineering, Inc. 425 Shepard Dr Elgin, IL 60123		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER A</th> <th>NAIC #</th> </tr> <tr> <td>RLI Insurance Company</td> <td>13056</td> </tr> <tr> <td>INSURER B: Berkley Insurance Company</td> <td>32603</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A	NAIC #	RLI Insurance Company	13056	INSURER B: Berkley Insurance Company	32603	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A	NAIC #																
RLI Insurance Company	13056																
INSURER B: Berkley Insurance Company	32603																
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDL BUSN INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:		PSB0003777	09/01/2022	09/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		PSA0001881	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB CLAIMS-MADE DED RETENTION \$		PSE0002142	09/01/2022	09/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	PSW0002789	09/01/2022	09/01/2023	☒ PER STATUTE ☐ OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability		AEC905800703	09/01/2022	09/01/2023	\$2,000,000 each claim / \$4,000,000 annual aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability is written on a 'claims made' policy form.
Some or all officers are excluded from Workers Compensation coverage.

Contractors Pollution Liability Coverage:
Insurance Carrier - Capitol Specialty Insurance Corporation (NAIC #10328)
(See Attached Descriptions)

CERTIFICATE HOLDER Rubino Engineering, Inc.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: 
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ACORD 25 (2016/03) 1 of 2 The ACORD name and logo are registered marks of ACORD
#S37240573/M37240539

LXCAA

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, wilful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants

6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.

12. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

13. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

14. NO HIRE: Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

16. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

Rubino Engineering, Inc.


**Illinois Department
of Transportation**
**Resolution for Improvement
Under the Illinois Highway Code**

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

23-00054-00-ES

 BE IT RESOLVED, by the President and Board of Trustees of the Village

Governing Body Type

Local Public Agency Type

 of Flossmoor

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

 the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Flossmoor Rd	0.04		At Railroad Viaduct	
Stirling Ave	0.33		Flossmoor Rd	Maryland Ave
Maryland Ave	0.03		Stirling Ave	Lawrence Cres
Lawrence Cres	0.18		Maryland Ave	Heather Hill Elementary

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Drainage improvements to help prevent flooding of the Flossmoor Road viaduct.

 2. That there is hereby appropriated the sum of Three Hundred Ninety Seven Thousand One Hundred Forty Eight

 Dollars (\$397,148.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

 I, Gina Logalbo

Name of Clerk

Village

Local Public Agency Type

 Clerk in and for said Village

Local Public Agency Type

 of Flossmoor

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Flossmoor

Governing Body Type

Name of Local Public Agency

 at a meeting held on August 07, 2023

Date

 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 7th day of August, 2023

Day

Month, Year



**Resolution for Improvement
Under the Illinois Highway Code**

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

Attachment: BLR 09110 (8-3-2023) (Flossmoor Rd Viaduct Drainage Engineering)

Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type

From the drop down box choose the type of resolution:

- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To

Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road

Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.

Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

Insert a description of the major items of work of the proposed improvement.

2

Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

Instructions for BLR 09110 - Page 2 of 2

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office OR email PDF completed form with electronic signatures to your local District LRS office.

Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District

Attachment: BLR 09110 (8-3-2023) (Flossmoor Rd Viaduct Drainage Engineering)

TO: Mayor Nelson and Board of Trustees
FROM: Bridget Wachtel, Village Manager
DATE: August 7, 2023
SUBJECT: E-Com/SouthCom Intergovernmental Agreement



FLOSSMOOR

As you may know, we have been exploring the option of consolidating the 911 dispatch operations of SouthCom and E-Com. It has been determined that there are significant benefits to be realized, and effectively no drawbacks. Both 911 center boards have voted unanimously to move forward.

It's important to note that service to our community is not negatively impacted through this consolidation, but rather enhanced. Among the benefits are economies of scale, as we will be distributing the ongoing operational costs among 13 municipalities. Technology changes are occurring at an increasingly rapid pace, and consolidation makes it possible for participating communities to offer their residents and businesses the best technology available. The State of Illinois has been pressing for further consolidations, and this move puts us ahead of future mandates. Securing grant funds along the way is much more likely if we are a larger consolidated center, which is expected to save our municipality money in the long run.

In addition, to actually facilitate these consolidations, the state is making special consolidation grants available. E-Com applied for one of these grants, and earlier this month we received an official award notification of \$2.9M. We plan to seek additional state and federal grants as well. These efforts, along with both centers' capital funds, will make consolidation possible without needing any additional funds from the village.

There are many details that need to be worked out as we move forward, but we are confident they are all quite manageable. Both agencies have done this work before, moving from single agencies to a combined center, and we are fortunate to have several managers and chiefs who were a part of that process either 18 years ago or more recently when their agency joined E-Com. Every employee of both centers will be needed at the consolidated center. No layoffs or downsizing are contemplated.

To facilitate the consolidation, the State of Illinois requires that each of the 13 municipalities adopt the enclosed IGA (Intergovernmental Agreement) which states that each municipality is assenting to the consolidation.

For reference:

The 9 communities of E-Com include: Country Club Hills, East Hazel Crest, Flossmoor, Glenwood, Hazel Crest, Homewood, Riverdale, South Holland and Thornton.

The 4 communities of SouthCom include: Matteson, Olympia Fields, Park Forest and

Richton Park.

The resolution approving the IGA is being presented at the August 7, 2023 Village Board meeting. It is expected that all 13 municipalities will pass the agreement.

RESOLUTION # _____
A RESOLUTION OF THE VILLAGE OF FLOSSMOOR, COOK COUNTY, ILLINOIS APPROVING AN
AGREEMENT ESTABLISHING A JOINT EMERGENCY TELEPHONE SYSTEM

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 the State; and,

WHEREAS, pursuant to the joint powers authorization of the Emergency Telephone System Act (50 ILCS 750/15.4) and the Intergovernmental Cooperation Act (5 ILCS 220/3), the Village has determined it is in its best interest to join with other South Suburban municipalities in a cooperative venture for the joint and mutual operation of an Enhanced 9-1-1 Emergency Telephone System, to be known as ECOM/SOUTHCOR Joint E9-1-1 Emergency Telephone System; and,

WHEREAS, the Village has reviewed the proposed E-COM and SOUTHCOR Public Safety Communication Joint Emergency Telephone System Intergovernmental Cooperation Agreement (the “IGA”) and desires to become a signature to said IGA as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES FOR THE VILLAGE OF FLOSSMOOR, COOK COUNTY, ILLINOIS, AS FOLLOWS:

- Section 1.* That the ECOM and SOUTHCOR Public Safety Communications Joint Emergency Telephone System Intergovernmental Agreement in the form attached hereto and made a part hereof, is hereby approved, and the Village Manager is hereby authorized and directed to execute said Agreement on behalf of the Village.
- Section 2.* That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed this _____ day of _____, 2023.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

PASSED: _____

APPROVED: _____

PUBLISHED: _____

APPROVED:

Mayor

ATTEST:

Village Clerk

**E-COM and SOUTHCOR PUBLIC SAFETY COMMUNICATIONS
JOINT EMERGENCY TELEPHONE SYSTEM
INTERGOVERNMENTAL COOPERATION AGREEMENT**

THIS AGREEMENT, entered into on the effective date specified hereafter, by and between the local governments signatory hereto and also those which may hereafter become signatory:

WITNESSETH:

WHEREAS, the signatories have determined that the implementation of an Enhanced 9-1-1 Emergency Telephone System would provide a significant public safety enhancement to the citizens of each of the participating municipalities; and

WHEREAS, the signatories have determined that a Joint Emergency Telephone System would be beneficial on an individual and mutual basis to the residents and agencies served by E-COM and SOUTHCOR; and

WHEREAS, Chapter 50, Act 750, Section 15.4 et seq. of the Illinois Compiled Statutes permits the formation of a Joint Emergency Telephone System Board to oversee the implementation and operation of an Enhanced 9-1-1 Emergency Telephone System; and

WHEREAS, Chapter 5, Act 220, Section 3 of the Illinois Compiled Statutes provides for the joint exercise by two or more local governments of any power, privilege, function or authority; and

WHEREAS, the E-COM E-9-1-1 Emergency Telephone System and the SOUTHCOR E9-1-1 Emergency Telephone System Boards were created by intergovernmental cooperation agreement and under the authority of the Emergency Telephone System Act in 2005 and 2000 respectively; and

WHEREAS, the signatories have individually established an Enhanced 9-1-1 Emergency Telephone System, centralized communications and 9-1-1 system, and are currently operating the same; and

WHEREAS, both the E-COM Emergency Telephone System Board and the SOUTHCOR Emergency Telephone System Board desire to cooperate and form a Joint Emergency Telephone System Board; and

WHEREAS, Public Act 99-0006 has encouraged consolidation of Emergency Telephone System Boards and 9-1-1 systems to advance public safety and to encourage the best use of government funds.

NOW THEREFORE BE IT AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Venture Established. Pursuant to the joint powers authorization of 50 ILCS 750/15.4, the Emergency Telephone System Act, and 5 ILCS 220/3, the Intergovernmental Cooperation Act, the undersigned hereby join together in a cooperative venture for the joint and mutual operation of an Enhanced 9-1-1 Emergency Telephone System, to be known as ECOM/SOUTHCOR Joint E9-1-1 Emergency Telephone System consisting of all units of local governments which may hereafter become signatory.
2. Joint Emergency Telephone System Board. There is hereby established a Joint Emergency Telephone System Board (hereinafter referred to as the "Board") consisting of two (2) representatives from each member unit of local government.

One of the representatives must be any elected or appointed public official of the member unit of government or his/her designee which designee shall be either an elected Trustee or the Administrator/Manager of the member unit of government.

One of the representatives must be a public safety representative of the 9-1-1 public safety agency of the member unit of government including, but not limited to, police departments, fire departments, emergency medical service providers and emergency services and disaster agencies.

Each member unit of local government shall appoint by resolution its representatives to the ECOM/SOUTHCOR Joint Emergency Telephone System Board. A certified copy of this resolution shall be forwarded to the Secretary of the ECOM/SOUTHCOR Joint Board and shall act as the credentials for those representatives to conduct ECOM/SOUTHCOR business on behalf of the specific member unit of local government. Representatives shall serve until replaced by resolution of the appointing member unit of government, or their qualifying relationship ends.

The participating members shall also select, on an annual basis, a resident of a member community to serve as the citizen representative. The method of selection for the citizen member shall be set out in the bylaws.

3. VOTING. Each member shall be allowed voting authority as determined by the bylaws.
4. BYLAWS. The ECOM/SOUTHCOR Joint E9-1-1 Emergency Telephone System shall be subject to and shall be governed by certain bylaws which shall be adopted by the Joint Emergency Telephone System Board together

- with any amendments which may be made in the manner and means provided.
5. PARTICIPATION. Each participating member unit of local government in the ECOM/SOUTHCOM Joint Emergency Telephone System, and each unit of local government which may hereafter become a participant, is a member and is entitled to the rights and privileges and is subject to the obligations of membership, all as may be provide in the bylaws.
 6. TERMINATION. Any party to this Agreement may cease to be a party hereto and may withdraw from participation in the manner and means set forth in the bylaws.
 7. POWERS OF THE BOARD. The powers and duties of the Joint Emergency Telephone System Board created by this Agreement shall include, but not be limited to the following:
 - A. Planning an Enhanced 9-1-1 and Next Generation 9-1-1 emergency telephone system.
 - B. Coordinating and supervising the implementation, upgrading, maintenance and operation of the system including the establishment of equipment specifications and coding systems.
 - C. Receiving monies from the surcharge imposed under Section 15.3 of the Emergency Telephone System Act, and from any other source, for deposit into the Emergency Telephone System Fund.
 - D. Authorizing all disbursements from the fund.
 - E. Hiring, discipline and termination of an Executive Director whenever in its judgement the best interests would be served thereby.
 - F. Making and entering into contracts with consultants, auditors and attorneys.
 - G. Acquiring, holding and disposing of property.
 - H. The purchase of equipment or of public works pursuant to the public bidding provisions of the Illinois Municipal Code including any future amendments to said statute. Public notice and competitive bids shall not be required for any contract which any one party to the Agreement could by law enter into without public notice and competitive bid.
 - I. Incurring debts, liabilities or obligations necessary for the accomplishment of its purposes.

- J. Operating a centralized communication center.
 - K. Purchase or lease of facilities for the services to be provided under this Agreement.
 - L. Approval and funding of annual budget and capital equipment fund for the implementation and operating of the system by a two-thirds vote.
 - M. Approval of a five-year projection of capital equipment needs and costs of the system by two-thirds vote.
 - N. To determine and approve all the contributions due from all the units of government.
 - O. To contract for the purchase of insurance, employee benefits and otherwise undertake all actions necessary or incidental to the purposes of this Agreement or the powers set forth herein which are not otherwise prohibited by this Agreement.
8. INDEMNIFICATION
The ECOM/SOUTHCOT Joint Emergency Telephone System Board shall indemnify, defend, and hold harmless the member entities, along with their agents and employees, from all claims, causes of action, suits, damages, liabilities, costs, liens, fines, penalties, interest, expenses, or demands including without limitation, reasonable attorney fees and litigation costs incurred by the individual entities in connection with the defense of any action, suit or proceeding in which they are made a party by reason of any action including an omission to act where legally required to do so by ECOM/SOUTHCOT, its officers, agents or employees, in connection with the operation of the dispatch center, unless and except to the extent said claim, cause of action suit, damages, liabilities, costs, liens, fine, penalties, interest, expenses, or demands are the result of actions or omissions by one or more member entities or their officers, agents or employees. Nothing in this section shall prevent any member municipality from exercising any provisions of the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/2-102 *et seq.*
9. FUNDING. The ECOM/SOUTHCOT Joint Emergency Telephone System Board shall adopt an annual budget and capital equipment replacement schedule for the operation of the emergency telephone system and the joint dispatch center. The funding formula and allocation of costs shall be set out in the bylaws.
10. AMENDMENT. This Agreement may not be amended, except by written agreement and resolution of all the then current parties thereto.

11. DURATION. This Agreement shall continue in effect until rescinded by unanimous consent of the current parties or until terminated in the manner provided in the bylaws.
12. ENFORCEMENT. Each member shall have the right to enforce this Agreement against any other member. If suit is necessary, a defaulting member shall pay reasonable attorney's fees as adjudicated by the Court.
13. REPLACEMENT. This Agreement, when effective, shall replace in entirety the prior E-COM Intergovernmental Combined Dispatch and Communications System Agreement and SOUTHCOM By-Laws of the Southern Combined Dispatch and Communication System.
14. EFFECTIVE DATE. This Agreement shall become effective when adopted by the individual corporate authorities of the members of E-COM and SOUTHCOM

IN WITNESS THEREOF, the undersigned units of local government have set their signatures on the dates set forth below. This document may be signed in duplicate originals.

Village of Country Club Hills

By: _____

ATTEST:

Date: _____

Village of East Hazel Crest

By: _____

ATTEST:

Date: _____

Village of Flossmoor

By: _____

ATTEST:

Date: _____

Village of Glenwood

By: _____

ATTEST:

Date: _____

Village of Hazel Crest

By: _____

ATTEST:

Date: _____

Village of Homewood

By: _____

ATTEST:

Date: _____

Village of Matteson

By: _____

ATTEST:

Date: _____

Village of Olympia Fields

By: _____

ATTEST:

Date: _____

Village of Park Forest

By: _____

ATTEST:

Date: _____

Village of Richton Park

By: _____

ATTEST:

Date: _____

Village of Riverdale

By: _____

ATTEST:

Date: _____

Village of South Holland

By: _____

ATTEST:

Village of Thornton

By: _____

ATTEST:

Date: _____