



FLOSSMOOR

Welcoming. Beautiful. Connected.

Village of Flossmoor
2800 Flossmoor Road
Flossmoor, Illinois 60422
Phone: 708.798.2300
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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, MAY 2, 2022 – 7:30 PM
VILLAGE HALL**

The May 2, 2022 meeting of the Mayor & Board of Trustees is in-person and via Zoom, which is permitted by Public Act 101-0640. The public is invited to monitor the meeting using the link below or to attend the meeting. Per CDC Guidelines, masks are no longer required. Please feel free to wear a mask based on your personal preference, informed by your personal level of risk. Public participation will be permitted only in person during the Citizen Comment portion of the agenda. Members of the public may also comment on items on the agenda by email to info@flossmoor.org. Emailed comments will be shared with the Village Board.

Join Zoom Meeting

<https://us02web.zoom.us/j/87219582162?pwd=WjJlUXZKSIVyUHg5emRDNEJMcjJsUT09>

ID: 872 1958 2162 Passcode: 60422 Or join by phone (312) 626-6799

CALL TO ORDER

ROLL CALL

CITIZENS PRESENT WISHING TO ADDRESS THE BOARD

RECOGNITIONS AND APPOINTMENTS

- 1. Consideration of an Appointment to the Plan Commission**
- 2. Consideration of an Appointment to the Zoning Board of Appeals**

CONSENT AGENDA

- 3. Presentation of Bills for Approval and Payment as Approved by the Finance Committee (May 2, 2022)**
- 4. Consideration of an Ordinance of the Village of Flossmoor, Cook County, Illinois, Approving an Amendment to a Special Use Permit - Homewood-Flossmoor Park District - 777 Kedzie Avenue**
- 5. Consideration of an Award of Contract to Christopher B. Burke Engineering, Ltd. and Budget Amendments for the Brookwood Bridge and Butterfield Road Culvert Reconstruction Phase 2 Engineering**
- 6. Consideration of an Ordinance Amending the Village of Flossmoor Personnel Manual (Fire Department Shift Duty Employees - Fire Captains)**
- 7. Consideration of an Award of Contract to Allscape, Inc. for Landscape Maintenance Services for Fiscal Year 2023**

8. Consideration of a Resolution Authorizing a License Agreement Between the Village of Flossmoor and the Homewood-Flossmoor Park District ("Jacks")
9. Consideration of a Resolution of the Village Of Flossmoor, Cook County, Illinois, Approving an Agreement by and between the Village of Flossmoor and Country Club Cleaning Service

REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

ACTION ITEMS

10. Approval of the Minutes of the Regular Meeting Held on April 18, 2022
11. Approval of the Minutes of the Executive Session Meeting Held on February 7, 2022 and Consideration to Hold Them Confidential
12. Approval of the Minutes of the Executive Session Meeting Held on March 21, 2022 and Consideration to Hold Them Confidential
13. Approval of the Minutes of the Executive Session Meeting Held on April 4, 2022 and Consideration to Hold Them Confidential
14. Consideration of a Contract Award to Gallagher Asphalt Corporation for the 2022 Street Rehabilitation Project

DISCUSSION ITEMS

15. Consideration of Amendments to the Flossmoor Building Code Regulating Swimming Pools

OTHER BUSINESS

16. 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
CC: Bridget Wachtel
FROM: Bridget Wachtel, Village Manager
DATE: May 2, 2022
SUBJECT: Consideration of an Appointment to the Plan
Commission



FLOSSMOOR

With the Board's consent, Mayor Nelson will be making an appointment to the Plan Commission at the Village Board meeting on May 2, 2022.

If you have any questions or concerns regarding this appointment, please contact Mayor Nelson before Monday evening.

TO: Mayor Nelson and Board of Trustees
FROM: Bridget Wachtel, Village Manager
DATE: May 2, 2022
SUBJECT: Consideration of an Appointment to the Zoning Board
of Appeals



With the Board's consent, Mayor Nelson will be making an appointment to the Zoning Board of Appeals at the Village Board meeting on May 2, 2022.

If you have any questions or concerns regarding this appointment, please contact Mayor Nelson before Monday evening.

VILLAGE OF FLOSSMOOR
5/2/2022
CLAIMS LIST SUMMARY

HAND CHECKS	\$102,874.99
INVOICES	<u>\$507,859.77</u>
TOTAL	<u><u>\$610,734.76</u></u>

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 05/03/22

Vendor Name	Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
A BETTER DOOR & DOCK SERVICES	4498	02/25/22	\$674.25		FIRE DEPT BAY DOOR REPAIR	01-67-6-678	BUILDING REPAIRS	\$674.25
							VENDOR TOTAL:	\$674.25
AIR ONE EQUIPMENT INC	180005P	04/14/22	\$9,384.00		3-INCH HOSE	01-49-3-617	HOSE AND PAGER SUPPLIES	\$9,384.00
							VENDOR TOTAL:	\$9,384.00
AL WARREN OIL COMPANY INC	W1464526	04/05/22	\$2,777.32		VILLAGE GAS		PETROLEUM PRODUCTS	\$101.43
							PETROLEUM PRODUCTS	\$327.54
							PETROLEUM PRODUCTS	\$317.61
							PETROLEUM PRODUCTS	\$242.83
							PETROLEUM PRODUCTS	\$1,305.52
							PETROLEUM PRODUCTS	\$451.22
							PETROLEUM PRODUCTS	\$31.17
							PETROLEUM PRODUCTS	\$94.29
							PETROLEUM PRODUCTS	\$401.61
							PETROLEUM PRODUCTS	\$319.00
							PETROLEUM PRODUCTS	\$294.74
							PETROLEUM PRODUCTS	\$1,387.51
							PETROLEUM PRODUCTS	\$412.75
							PETROLEUM PRODUCTS	\$95.45
							VENDOR TOTAL:	\$5,782.67
BENISTAR	050120022	05/01/22	\$466.00		MAY 2022 PREMIUM	01-00-0-219	HEALTH INSURANCE PAYABLE	\$466.00
							VENDOR TOTAL:	\$466.00
BEST TECHNOLOGY SYSTEMS, INC.	BTL210663	04/11/22	\$4,650.00		GUN RANGE CLEANING	01-48-6-675	RANGE MAINTENANCE	\$4,650.00
							VENDOR TOTAL:	\$4,650.00

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JONATHAN BOGUE	86961	04/18/22	\$75.00		REIMBURSE ILCMA PROF DEVELOPMENT/METRO LUNCHEON	01-42-5-661	TRAINING	\$75.00
							VENDOR TOTAL:	\$75.00
CALUMET CITY PLUMBING	51625	04/11/22	\$3,475.00		ROOT CUT SERVICE-2404 BRAEBURN	08-21-4-634	MISCELLANEOUS SERVICES	\$3,475.00
							VENDOR TOTAL:	\$3,475.00
CHICAGO COMMUNICATIONS, LLC.	334976	04/07/22	\$94.80		RADIO MAINTENANCE MAY 2022	01-50-6-676	RADIO SYSTEM MAINTENANCE	\$94.80
							VENDOR TOTAL:	\$94.80
CONSERV FS, INC.	66048402	04/20/22	\$56.70		STRAW BLANKETS-GROUND REPAIRS	08-12-3-619 08-22-3-619 09-01-3-620	PROGRAM COMMODITIES PROGRAM COMMODITIES GROUND REPAIR MATERIAL	\$18.90 \$18.90 \$18.90
							VENDOR TOTAL:	\$56.70
CONSTANT CONTACT	S5009NDAB10422	04/14/22	\$588.00		CONSTANT CONTACT ANNUAL SUBSCRIPTION	01-41-4-653	MARKETING PROGRAMS	\$588.00
							VENDOR TOTAL:	\$588.00
CORE & MAIN LP	Q571467	04/06/22	\$24.79		GASKETS FOR HOSES	08-11-3-615	SMALL TOOLS & EQUIPMENT	\$24.79
							VENDOR TOTAL:	\$24.79
CORE INTEGRATED MARKETING	123705	03/07/22	\$184.78		VEHICLE CRASH NON ARREST/NON TOW REPORTS	01-48-4-635	PRINTING	\$184.78
	123923	04/05/22	\$105.00		VIDEO GAMING LICENSES	01-43-3-609	LICENSE AND PERMIT SUPPLIES	\$105.00
							VENDOR TOTAL:	\$289.00

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RICHARD G. CRUSOR, JR.	041422	04/14/22	\$240.00		ADMIN HEARING OFFICER 3/24/22	01-44-4-646	LOCAL ADJUDICATION SERVICES	\$240.00
							VENDOR TOTAL:	\$240.00
CUSTOMIZED LLC	57	04/06/22	\$946.00		CUSTOMIZED T-SHIRTS	01-49-3-612	UNIFORMS & RELATED SUPPLIES	\$946.00
							VENDOR TOTAL:	\$946.00
DAILY SOUTHTOWN	26823	04/01/22	\$47.87		FD SUBSCRIPTION THRU 5/27/22	01-49-5-660	DUES AND SUBSCRIPTIONS	\$47.87
							VENDOR TOTAL:	\$47.87
DUKE'S ROOT CONTROL, INC.	7355	03/31/22	\$46,556.99		FY22 CONTRACT SANITARY SEWER CLEANING & TELEVISIONING	08-21-6-677	SEWER SYSTEM MAINTENANCE	\$46,556.99
							VENDOR TOTAL:	\$46,556.99
EAGLE UNIFORM CO INC	INV7128	04/07/22	\$76.50		UNIFORM KOPEC	01-49-3-612	UNIFORMS & RELATED SUPPLIES	\$76.50
	INV7363	04/19/22	\$11.00		UNIFORM TAYLOR	01-48-3-612	UNIFORMS & RELATED SUPPLIES	\$11.00
EJ USA INC.	110220022488	04/06/22	\$4,384.09		HYDRANT & HYDRANT REPAIR PARTS	08-11-6-675	WATER SYSTEM MAINT & REPAIRS	\$2,192.04
							PROGRAM COMMODITIES	\$2,192.05
110220022613	110220022489	04/06/22	\$(2,660.92)		HYDRANT EXCHANGE CREDIT	08-11-6-675	WATER SYSTEM MAINT & REPAIRS	\$(1,330.46)
							PROGRAM COMMODITIES	\$(1,330.46)
110220022489	110220022489	04/06/22	\$2,660.92		HYDRANT RESTOCK	08-11-6-675	WATER SYSTEM MAINT & REPAIRS	\$1,330.4
							PROGRAM COMMODITIES	\$1,330.4
								384.0

Village of Flossmoor
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Vendor Name Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
FITZSIMMONS 4701268	04/18/22	\$15.00		H TANK RENTAL	01-49-6-675	EMS EQUIPMENT MAINTENANCE	\$15.00
						VENDOR TOTAL:	\$15.00
FORT DEARBORN LIFE INSURANCE MAY2022	04/08/22	\$307.80		MAY 2022 PREMIUM	01-42-2-591	LIFE INSURANCE PREMIUM	\$21.55
					01-43-2-591	LIFE INSURANCE PREMIUM	\$33.86
					01-45-2-591	LIFE INSURANCE PREMIUM	\$6.16
					01-48-2-591	LIFE INSURANCE PREMIUM	\$120.04
					01-49-2-591	LIFE INSURANCE PREMIUM	\$30.78
					01-50-2-591	LIFE INSURANCE PREMIUM	\$18.47
					01-53-2-591	LIFE INSURANCE PREMIUM	\$6.16
					01-55-2-591	LIFE INSURANCE PREMIUM	\$12.31
					01-60-2-591	LIFE INSURANCE PREMIUM	\$58.47
						VENDOR TOTAL:	\$307.80
GARVEY'S OFFICE PRODUCTS PINV2240175	04/07/22	\$39.89		FILE FOLDERS	01-53-3-601	OFFICE SUPPLIES	\$39.89
	04/11/22	\$76.80		BINDERS FOR COMMISSIONS	01-53-3-601	OFFICE SUPPLIES	\$76.80
	04/14/22	\$16.40		NAMEPLATE-NEW ZBA MEMBER (HERMAN)	01-45-3-601	OFFICE SUPPLIES	\$16.40
						VENDOR TOTAL:	\$133.09
GOLD SHIELD DETECTIVE AGENCY 1930	04/13/22	\$265.00		BACKGROUND INVESTIGATION-TEMP FIRE CAPTAIN	01-49-4-636	PRE-EMPLOYMENT PHYSICALS	\$265.00
						VENDOR TOTAL:	\$265.00
GOODSPEED CYCLES 062421143846639	06/24/21	\$104.99		BICYCLE HELMET-MERKLE	01-48-3-620	BICYCLE PATROL PROGRAM	\$104.99
						VENDOR TOTAL:	\$104.99

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IAFSM	8229	04/06/22	\$25.00		KORTUM MEMBERSHIP DUES THRU 5/1/22	01-55-5-660	DUES AND SUBSCRIPTIONS	\$25.00
							VENDOR TOTAL:	\$25.00
IFSAP	042022	04/20/22	\$45.00		HOLDEN MEMBERSHIP FEES RENEWAL	01-49-5-660	DUES AND SUBSCRIPTIONS	\$45.00
							VENDOR TOTAL:	\$45.00
ILCMA	86959	04/18/22	\$75.00		PROFESSIONAL DEVELOPMENT/METRO LUNCHEON	01-42-5-661	TRAINING	\$75.00
							VENDOR TOTAL:	\$75.00
ILLINOIS CPA SOCIETY	BORDUI FY23	04/13/22	\$360.00		BORDUI #51330 ANNUAL MEMBERSHIP 2022-2023	01-43-5-660	DUES AND SUBSCRIPTIONS	\$360.00
							VENDOR TOTAL:	\$360.00
IRMA	SALES0019881-199	01/31/22	\$2,504.00		2019 CLOSED CLAIMS JANUARY/2022 CLOSED CLAIMS JANUARY	01-48-4-642	IRMA INSURANCE DEDUCTIBLE	\$4.00
						01-53-4-642	IRMA INSURANCE DEDUCTIBLE	\$2,500.00
							VENDOR TOTAL:	\$2,504.00
IWORQ	197426	04/01/22	\$6,500.00		INTERNET SOFTWARE MANAGEMENT AND SUPPORT MAY 2022-APR 2023	01-55-6-672	COMPUTER SOFTWARE MAINTENANC	\$6,500.00
							VENDOR TOTAL:	\$6,500.00
KANKAKEE NURSERY CO.	00131027	04/15/22	\$1,430.00		TREES FOR PARKWAY TREE PROGRAM	01-63-3-619	TREE PLANTING PROGRAM	\$1,430.00
							VENDOR TOTAL:	\$1,430.00
NICHOLAS KAUSAL	CLOTHING FY22	04/29/22	\$700.00		CLOTHING ALLOWANCE FY22	01-48-3-612	UNIFORMS & RELATED SUPPLIES	\$700.00
							VENDOR TOTAL:	\$700.00

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LIONHEART CRITICAL POWER SPECIALIST								
	38574	04/15/22	\$1,737.00		VH BOILER ROOM DAYTANK PUMP	01-67-6-680	MAINTENANCE CONTRACTS	\$1,737.00
							VENDOR TOTAL:	\$1,737.00
LOU'S GLOVES INC.								
	048481	04/13/22	\$332.00		EXAM GLOVES	01-49-7-734	FEMA-AFG-COVID S2 GRANT EXPENSE	\$332.00
							VENDOR TOTAL:	\$332.00
M.E. SIMPSON COMPANY, INC.								
	38400	03/31/22	\$10,298.00		FY22 HYDRANT FLOW TEST CONTRACT	08-11-6-678	FIRE HYDRANT FLOW TEST & MTCE	\$10,298.00
							VENDOR TOTAL:	\$10,298.00
MUNICIPAL EMERGENCY SVCS								
	IN1699244	04/11/22	\$573.79		STRUCTURAL FIRE BOOTS	01-49-3-612	UNIFORMS & RELATED SUPPLIES	\$573.79
	IN1655609	12/15/21	\$7,020.00		HONEYWELL TAIL COATS/PANTS	01-49-3-612	UNIFORMS & RELATED SUPPLIES	\$7,020.00
							VENDOR TOTAL:	\$7,593.79

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MONARCH AUTO SUPPLY INC							
6981556610	04/13/22	\$63.64		A119 REPAIR PARTS	01-49-6-671	VEHICLE MAINTENANCE	\$63.64
6981556905	04/18/22	\$(65.00)		L11 CORE RETURN CREDIT	01-60-6-671	MAINTENANCE AND SUPPLIES	\$(21.66)
					08-11-6-671	MAINTENANCE AND SUPPLIES	\$(21.67)
					08-21-6-671	MAINTENANCE AND SUPPLIES	\$(21.67)
6981556904	04/18/22	\$445.81		BATTERIES & COOLANT	01-60-6-671	MAINTENANCE AND SUPPLIES	\$148.60
					08-11-6-671	MAINTENANCE AND SUPPLIES	\$148.60
					08-21-6-671	MAINTENANCE AND SUPPLIES	\$148.61
6981556906	04/18/22	\$1,192.18		L12 WHEEL HUB & ROTOR	01-60-6-671	MAINTENANCE AND SUPPLIES	\$397.39
					08-11-6-671	MAINTENANCE AND SUPPLIES	\$397.39
					08-21-6-671	MAINTENANCE AND SUPPLIES	\$397.40
6981556949	04/18/22	\$158.60		L12 LOCKING HUB	01-60-6-671	MAINTENANCE AND SUPPLIES	\$52.86
					08-11-6-671	MAINTENANCE AND SUPPLIES	\$52.87
					08-21-6-671	MAINTENANCE AND SUPPLIES	\$52.87
						VENDOR TOTAL:	\$1,795.23
MUNICIPAL COLLECTION SERVICES							
021365	03/31/22	\$280.00		PD COLLECTIONS MARCH 2022	01-48-4-656	TICKET COLLECTION SERVICES	\$280.00
						VENDOR TOTAL:	\$280.00
NATIONAL ASSN OF EMS EDUCATORS							
300027009	06/01/22	\$95.00		ANNUAL MEMBERSHIP	01-49-5-663	FIRE TUITION AND FEES	\$95.00
						VENDOR TOTAL:	\$95.00
NICOR GAS							
39196092900 04202	04/20/22	\$161.49		STERLING STATION 3/21/22-4/20/22	08-11-4-631	ELECTRIC, POWER, AND LIGHT	\$161.49
						VENDOR TOTAL:	\$161.49

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Vendor Name		Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
NORTHWESTERN UNIVERSITY									
17986		06/02/21	\$1,000.00			SUPERVISOR TRAINING CAGLE FALL 2021	01-48-5-661	TRAINING	\$1,000.00
18031		06/09/21	\$4,200.00			SCHOOL OF POLICE STAFF & COMMAND TRAINING CAGLE SPRING 2022	01-48-5-661	TRAINING	\$4,200.00
20104		04/08/22	\$1,000.00			SUPERVISOR TRAINING CARDEN SUMMER 2022	01-48-5-661	TRAINING	\$1,000.00
VENDOR TOTAL:									\$6,200.00
KATHLEEN FIELD ORR & ASSOCIATE									
MAY 2022		05/01/22	\$11,500.00			VILLAGE ATTY RETAINER MAY 2022	01-44-4-630	VILLAGE ATTY RETAINER	\$11,500.00
VENDOR TOTAL:									\$11,500.00
PEERLESS NETWORK									
504613		03/15/22	\$745.20			VILLAGE TELEPHONE SERVICE 3/15/22-4/14/22	01-42-4-637	TELEPHONE	\$(14.97)
							01-43-4-637	TELEPHONE	\$754.05
							01-53-4-637	TELEPHONE	\$118.25
							01-50-4-637	TELEPHONE	\$(360.03)
							01-49-4-637	TELEPHONE	\$74.91
							01-55-4-637	TELEPHONE	\$172.99
513910		04/15/22	\$1,059.33			VILLAGE TELEPHONE 4/15/22-5/14/22	01-42-4-637	TELEPHONE	\$5.11
							01-43-4-637	TELEPHONE	\$401.15
							01-53-4-637	TELEPHONE	\$71.49
							01-50-4-637	TELEPHONE	\$281.08
							01-49-4-637	TELEPHONE	\$87.65
							01-55-4-637	TELEPHONE	\$212.85
VENDOR TOTAL:									\$1,804.53
RAY O'HERRON CO INC									
2189013		04/19/22	\$109.90			TAYLOR UNIFORM	01-48-3-612	UNIFORMS & RELATED SUPPLIES	\$109.90
VENDOR TOTAL:									\$109.90

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RUNCO OFFICE SUPPLY								
8648550		04/20/22	\$167.56		SECURITY WINDOW ENVELOPES	01-43-3-601	OFFICE SUPPLIES	\$167.56
8633650		04/07/22	\$437.79		FINANCE-PRINTER TONER & BINDER/COPY PAPER	01-41-3-601	OFFICE SUPPLIES	\$48.00
						01-42-3-601	OFFICE SUPPLIES	\$23.99
						01-43-3-601	OFFICE SUPPLIES	\$35.99
						01-45-3-601	OFFICE SUPPLIES	\$23.99
						01-48-3-601	OFFICE SUPPLIES	\$23.99
						01-49-3-601	OFFICE SUPPLIES	\$23.99
						01-53-3-601	OFFICE SUPPLIES	\$12.00
						01-55-3-601	OFFICE SUPPLIES	\$23.99
						08-10-3-601	OFFICE SUPPLIES	\$18.43
						08-20-3-601	OFFICE SUPPLIES	\$18.43
8648551		04/21/22	\$65.53		RUBBER BANDS/FILE FOLDERS	01-43-3-607	COMPUTER EQUIPMENT & SUPPLIES	\$184.99
						01-43-3-601	OFFICE SUPPLIES	\$65.53
SCANCAFE INDIANA HOLDINGS LLC								VENDOR TOTAL: \$670.88
041322		04/13/22	\$448.80		PHOTO CONVERSION	01-49-3-613	PHOTOGRAPHY SUPPLIES	\$448.80
SHARK SHREDDING INC.								VENDOR TOTAL: \$448.80
55710		04/07/22	\$113.40		VH/PD SHREDDING SERVICES	01-42-4-634	OTHER MISCELLANEOUS SERVICES	\$31.70
						01-48-3-611	SPECIAL POLICE COMMODITIES	\$81.70
SOUTHWEST TOWN MECHANICAL								VENDOR TOTAL: \$113.40
SI2070286		04/05/22	\$4,245.00		VILLAGE HALL HVAC RTU #2 REPLACEMENT	01-67-6-680	MAINT CONTRACT	\$4,245.00
SI2070446		04/09/22	\$1,029.55		FD KITCHEN STOVE REPAIR	01-67-6-679	GENERAL & CONCRETE REPAIRS	\$1,029.55
Packet Pg. 14								VENDOR TOTAL: \$5,274.55

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SPRINT									
715869128228	03/13/22	\$330.00	SHARED DATA PLAN 2/10/22-3/9/22			01-42-4-637	TELEPHONE	\$61.43	
						01-43-4-637	TELEPHONE	\$17.14	
						01-45-4-637	TELEPHONE	\$8.57	
						01-53-4-637	TELEPHONE	\$8.57	
						01-50-4-637	TELEPHONE	\$68.57	
						01-55-4-637	TELEPHONE	\$165.72	
715869128229	04/13/22	\$330.00	SHARED DATA PLAN 3/10/22-4/9/22			01-42-4-637	TELEPHONE	\$61.43	
						01-43-4-637	TELEPHONE	\$17.14	
						01-45-4-637	TELEPHONE	\$8.57	
						01-53-4-637	TELEPHONE	\$8.57	
						01-50-4-637	TELEPHONE	\$68.57	
						01-55-4-637	TELEPHONE	\$165.72	
VENDOR TOTAL:									\$660.00
THE COP FIRE SHOP									
206664	02/11/22	\$159.90	UNIFORM HEY			01-49-3-612	UNIFORMS & RELATED SUPPLIES	\$159.90	
						VENDOR TOTAL: \$159.90			
THIRD DIST. FIRE CHIEF'S ASSN.									
4815	04/14/22	\$20.00	BERK MONTHLY LUNCHEON MEETING			01-49-4-648	SPECIAL RESPONSE TEAM	\$20.00	
						VENDOR TOTAL: \$20.00			
THOMAS' PHOTOGRAPHIC SERVICES									
000570	02/23/22	\$100.00	SPRING NEWSLETTER COVER PHOTOS			01-41-4-653	MARKETING PROGRAMS	\$100.00	
						VENDOR TOTAL: \$100.00			
THOMSON REUTERS-WEST									
846204362	04/04/22	\$219.94	IL CRIMINAL LAW AND PROCEDURE 2022			01-48-4-630	PROFESSIONAL SERVICES	\$219.94	
						VENDOR TOTAL: \$219.94			

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 05/03/22

Vendor Name		Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
TIFCO INDUSTRIES INC.									
71750010		04/06/22	\$1,818.06			VEHICLE REPAIR SUPPLIES RESTOCK	01-60-6-671	MAINTENANCE AND SUPPLIES	\$606.02
							08-11-6-671	MAINTENANCE AND SUPPLIES	\$606.02
							08-21-6-671	MAINTENANCE AND SUPPLIES	\$606.02
VENDOR TOTAL:									\$1,818.06
TRANS CHICAGO TRUCK GROUP									
R103002868		01/24/22	\$2,537.05			D14 REPAIR	01-60-6-671	MAINTENANCE AND SUPPLIES	\$845.68
							08-11-6-671	MAINTENANCE AND SUPPLIES	\$845.68
							08-21-6-671	MAINTENANCE AND SUPPLIES	\$845.69
VENDOR TOTAL:									\$2,537.05
TRIBUNE MEDIA GROUP									
7161062		03/04/22	\$126.00			BID NOTICE 2022 PAVEMENT REHABILITATION PROJECT	01-60-4-638	ADVERTISING	\$126.00
7162929		03/04/22	\$162.00			BID NOTICE FY23 PAVEMENT MARKING MAINTENANCE	01-60-4-638	ADVERTISING	\$162.00
7162941		03/04/22	\$168.00			BID NOTICE FY23 PARKWAY TREE SERVICES	01-60-4-638	ADVERTISING	\$168.00
7162964		03/04/22	\$165.00			BID NOTICE FY23 CONTRACT LANDSCAPE MAINTENANCE	01-60-4-638	ADVERTISING	\$165.00
7162972		03/04/22	\$180.00			BID NOTICE FY23 CONTRACT STREET SWEEPING	01-60-4-638	ADVERTISING	\$180.00
7163225		03/06/22	\$84.00			LEGAL NOTICE 637 DUNDEE AVE-2ND DRIVEWAY & GARAGE	01-45-4-638	ADVERTISING	\$84.00
7163231		03/06/22	\$79.50			LEGAL NOTICE 2147 VARDON LN-WIDEN DRIVEWAY	01-45-4-638	ADVERTISING	\$79.50
VENDOR TOTAL:									\$964.50
U.S. BANK NA									
1976390		04/11/22	\$47,500.00			GO BOND SERIES 2014 DEBT SERVICE	06-01-8-836	DEBT SERV-2014 GO ISSUE-INT	\$47,500.00
1976406		04/11/22	\$191,709.38			GO BOND SERIES 2021 DEBT SERVICE	06-01-8-846	DEBT SERV-2021 GO ISSUE-INT	\$152,784.00
							06-01-8-851	DEBT SERV-2021 GO REFUND-INT	\$38,925.00
VENDOR TOTAL:									\$239,209.38
									3

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 05/03/22

Vendor Name	Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
UDO'S PROFESSIONAL CAR WASH								
299		04/12/22	\$91.50		PD CAR WASHES MARCH 2022	01-48-6-671	VEHICLE MAINTENANCE & SUPPLIES	\$91.50
							VENDOR TOTAL:	\$91.50
UNITED PARCEL SERVICE								
0000F36604162 041		04/16/22	\$76.52		ILSDU/IL EPA LABORATORY	01-43-3-603	POSTAGE	\$62.00
						01-55-3-603	POSTAGE	\$14.52
0000F36604152		04/09/22	\$140.89		ILSDU/BMO HARRIS FRAUD DEPT	01-43-3-603	POSTAGE	\$94.63
						01-55-3-603	POSTAGE	\$46.26
							VENDOR TOTAL:	\$217.41
VILLAGE OF HOMEWOOD								
10468		04/12/22	\$122,144.34		HOMEWOOD WATER BILL 2/25/22-3/28/22	08-11-4-636	HOMEWOOD-OPER & MTCE CHARGES	\$5,000.00
						08-11-4-635	HOMEWOOD-LAKE MICHIGAN WATER	\$117,144.34
							VENDOR TOTAL:	\$122,144.34
DANIEL WEAVER								
CLOTHING FY22		04/29/22	\$700.00		FY22 CLOTHING ALLOWANCE	01-48-3-612	UNIFORMS & RELATED SUPPLIES	\$700.00
							VENDOR TOTAL:	\$700.00
WILEY'S GRILL								
091522		09/15/22	\$200.00		STRATEGIC PLANNING MTG DINNERS	01-42-4-652	MEETINGS AND EVENTS	\$200.00
							VENDOR TOTAL:	\$200.00
WORKING WELL								
0037844400		03/31/22	\$68.00		PRE-EMPLOYMENT PHYSICAL MAYDEN	01-48-4-636	PRE-EMPLOYMENT PHYSICALS	\$68.00
							VENDOR TOTAL:	\$68.00

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 05/03/22

Vendor Name	Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
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Total Amount Being Paid: \$507,859.77
Total Number of Invoices: 90

Vendor Code	Vendor Name	1099	Invoice Total	Check Total	Net Inv/(
ABETTER	A BETTER DOOR & DOCK SERVICES	Y	(1) 674.25	(0) 0.00	674
AIRONEEQ	AIR ONE EQUIPMENT INC	N	(1) 9,384.00	(0) 0.00	9,384
ALWARREN	AL WARREN OIL COMPANY INC	N	(2) 5,782.67	(0) 0.00	5,782
BEST	BEST TECHNOLOGY SYSTEMS, INC.	N	(1) 4,650.00	(0) 0.00	4,650
BOGUEJ	JONATHAN BOGUE	N	(1) 75.00	(0) 0.00	75
CALCITYP	CALUMET CITY PLUMBING	N	(1) 3,475.00	(0) 0.00	3,475
CONSERV	CONSERV FS, INC.	N	(1) 56.70	(0) 0.00	56
CORE&MAI	CORE & MAIN LP	Y	(1) 24.79	(0) 0.00	24
CORE	CORE INTEGRATED MARKETING	N	(2) 289.78	(0) 0.00	289
CRUSOR	RICHARD G. CRUSOR, JR.	Y	(1) 240.00	(0) 0.00	240
CUSTOMIZED	CUSTOMIZED LLC	N	(1) 946.00	(0) 0.00	946
DUKES	DUKE'S ROOT CONTROL, INC.	N	(1) 46,556.99	(0) 0.00	46,556
EAGLEUNI	EAGLE UNIFORM CO INC	N	(3) 134.30	(0) 0.00	134
EASTJORD	EJ USA INC.	N	(3) 4,384.09	(0) 0.00	4,384
FITZSIMM	FITZSIMMONS	N	(1) 15.00	(0) 0.00	15
GARVEYS	GARVEY'S OFFICE PRODUCTS	N	(3) 133.09	(0) 0.00	133
GOLDSHIELD	GOLD SHIELD DETECTIVE AGENCY	N	(1) 265.00	(0) 0.00	265
GOODSPEE	GOODSPEED CYCLES	N	(1) 104.99	(0) 0.00	104
IAFSM	IAFSM	N	(1) 25.00	(0) 0.00	25
ILCMA	ILCMA	N	(1) 75.00	(0) 0.00	75
IRMA	IRMA	N	(1) 2,504.00	(0) 0.00	2,504
KANKAKEENU	KANKAKEE NURSERY CO.	N	(1) 1,430.00	(0) 0.00	1,430
KAUSAL	NICHOLAS KAUSAL	N	(1) 700.00	(0) 0.00	700
LIONHEART	LIONHEART CRITICAL POWER SPECIAL	N	(1) 1,737.00	(0) 0.00	1,737
LOUSGLOV	LOU'S GLOVES INC.	N	(1) 332.00	(0) 0.00	332
M.E.SIMP	M.E. SIMPSON COMPANY, INC.	N	(1) 10,298.00	(0) 0.00	10,298
MES	MUNICIPAL EMERGENCY SVCS	N	(2) 7,593.79	(0) 0.00	7,593
MONARCH	MONARCH AUTO SUPPLY INC	N	(5) 1,795.23	(0) 0.00	1,795
MUNICCOL	MUNICIPAL COLLECTION SERVICES	N	(1) 280.00	(0) 0.00	280
NICOR-4	NICOR GAS	N	(1) 161.49	(0) 0.00	161
NORTHWES	NORTHWESTERN UNIVERSITY	N	(2) 5,200.00	(0) 0.00	5,200
PEERLESS	PEERLESS NETWORK	N	(1) 745.20	(0) 0.00	745
RAYOHERR	RAY O'HERRON CO INC	N	(1) 109.90	(0) 0.00	109
RUNCO	RUNCO OFFICE SUPPLY	N	(3) 670.88	(0) 0.00	670
SCANCAFE	SCANCAFE INDIANA HOLDINGS LLC	Y	(1) 448.80	(0) 0.00	448
SHARK	SHARK SHREDDING INC.	N	(1) 113.40	(0) 0.00	113
SOUTHWES	SOUTHWEST TOWN MECHANICAL	N	(2) 5,274.55	(0) 0.00	5,274
SPRINT	SPRINT	N	(2) 660.00	(0) 0.00	660
THECOPFI	THE COP FIRE SHOP	N	(1) 159.90	(0) 0.00	159
THIRDDFC	THIRD DIST. FIRE CHIEF'S ASSN.	N	(1) 20.00	(0) 0.00	20
THOMASPH	THOMAS' PHOTOGRAPHIC SERVICES	N	(1) 100.00	(0) 0.00	100
THOMWEST	THOMSON REUTERS-WEST	N	(1) 219.94	(0) 0.00	219
TIFCO	TIFCO INDUSTRIES INC.	N	(1) 1,818.06	(0) 0.00	1,818
TRANSCHI	TRANS CHICAGO TRUCK GROUP	N	(1) 2,537.05	(0) 0.00	2,537
TRIBUNE2	TRIBUNE MEDIA GROUP	N	(7) 964.50	(0) 0.00	964.50

Communication: Presentation of Bills for Approval and Payment as Approved by the Finance Committee (May 2, 2022) (CONSENT AGENDA)

Vendor Code	Vendor Name	1099	Invoice Total	Check Total	Net Inv/((
UDOS	UDO'S PROFESSIONAL CAR WASH	N	(1) 91.50	(0) 0.00	91.
UPS	UNITED PARCEL SERVICE	N	(2) 217.41	(0) 0.00	217.
VILHMD	VILLAGE OF HOMEWOOD	N	(1) 122,144.34	(0) 0.00	122,144.
WEAVERD	DANIEL WEAVER	N	(1) 700.00	(0) 0.00	700.
WILEYS	WILEY'S GRILL	N	(1) 200.00	(0) 0.00	200.
WORKING	WORKING WELL	Y	(1) 68.00	(0) 0.00	68.
Grand Totals:			Total: 76 246,586.59	Total: 0 0.00	

Vendor Code	Vendor Name	1099	Invoice Total	Check Total	Net Inv/C
BENISTAR	BENISTAR	N	(1) 466.00	(0) 0.00	466.
CHICOMM	CHICAGO COMMUNICATIONS, LLC.	Y	(1) 94.80	(0) 0.00	94.
CONSTANT	CONSTANT CONTACT	N	(1) 588.00	(0) 0.00	588.
DAILYST	DAILY SOUTHTOWN	N	(1) 47.87	(0) 0.00	47.
FDLIFE	FORT DEARBORN LIFE INSURANCE	N	(1) 307.80	(0) 0.00	307.
IFSAP	IFSAP	N	(1) 45.00	(0) 0.00	45.
ILCPA	ILLINOIS CPA SOCIETY	N	(1) 360.00	(0) 0.00	360.
IWORQ	IWORQ	N	(1) 6,500.00	(0) 0.00	6,500.
NAEMSE	NATIONAL ASSN OF EMS EDUCATORS	N	(1) 95.00	(0) 0.00	95.
NORTHWES	NORTHWESTERN UNIVERSITY	N	(1) 1,000.00	(0) 0.00	1,000.
ORRASSOC	KATHLEEN FIELD ORR & ASSOCIATE	Y	(1) 11,500.00	(0) 0.00	11,500.
PEERLESS	PEERLESS NETWORK	N	(1) 1,059.33	(0) 0.00	1,059.
USBANK	U.S. BANK NA	N	(2) 239,209.38	(0) 0.00	239,209.
Grand Totals:			Total: 14 261,273.18	Total: 0 0.00	

Village of Flossmoor
Detail Board Report
Manual Checks Issued: 04/22/22 thru 04/22/22

Vendor Name	Invoice #	Invoice Date	Amount	Check #	Check Date	PO #	Invoice Description	GL Number	GL Description	Line Amount
BCBSIL MAY 2022		03/15/22	\$96,451.08	76669	04/22/22		MAY 2020 PREMIUM	01-00-0-219	HEALTH INSURANCE PAYABLE	\$18,739.57
								01-42-2-590	HEALTH INSURANCE PREMIUM	\$6,105.41
								01-43-2-590	HEALTH INSURANCE PREMIUM	\$9,921.30
								01-48-2-590	HEALTH INSURANCE PREMIUM	\$34,973.61
								01-49-2-590	HEALTH INSURANCE PREMIUM	\$3,052.71
								01-50-2-590	HEALTH INSURANCE PREMIUM	\$7,631.77
								01-55-2-590	HEALTH INSURANCE PREMIUM	\$1,526.35
								01-60-2-590	HEALTH INSURANCE PREMIUM	\$14,500.36
								VENDOR TOTAL:		\$96,451.08
COMCAST	0001666 040622	04/06/22	\$360.70	76670	04/22/22		VH & DPWSC INTERNET	01-42-4-639	WEBSITE & INTERNET SERVICES	\$248.85
								01-55-6-673	COMPUTER NETWORK MAINTENAN	\$111.85
								VENDOR TOTAL:		\$360.70
METLIFE	MAY 2022	04/18/22	\$5,018.96	76671	04/22/22		POLICY #05390569/MAY 2022 PREMIUM	01-00-0-219	HEALTH INSURANCE PAYABLE	\$1,297.25
								01-42-2-590	HEALTH INSURANCE PREMIUM	\$297.74
								01-43-2-590	HEALTH INSURANCE PREMIUM	\$483.82
								01-48-2-590	HEALTH INSURANCE PREMIUM	\$1,637.55
								01-49-2-590	HEALTH INSURANCE PREMIUM	\$148.87
								01-50-2-590	HEALTH INSURANCE PREMIUM	\$372.17
								01-55-2-590	HEALTH INSURANCE PREMIUM	\$74.43
								01-60-2-590	HEALTH INSURANCE PREMIUM	\$707.13
								VENDOR TOTAL:		\$5,018.96

Village of Flossmoor Detail Board Report

Manual Checks Issued: 04/22/22 thru 04/22/22

Vendor Name		Invoice #	Invoice Date	Amount	Check #	Check Date	PO #	Invoice Description	GL Number	GL Description	Line Amount
VISION SERVICE PLAN		814866802	04/17/22	\$1,044.25	76672	04/22/22		MAY 2022 PREMIUM			
									01-00-0-219	HEALTH INSURANCE PAYABLE	\$304.09
									01-42-2-590	HEALTH INSURANCE PREMIUM	\$59.21
									01-43-2-590	HEALTH INSURANCE PREMIUM	\$96.22
									01-48-2-590	HEALTH INSURANCE PREMIUM	\$325.67
									01-49-2-590	HEALTH INSURANCE PREMIUM	\$29.61
									01-50-2-590	HEALTH INSURANCE PREMIUM	\$74.02
									01-55-2-590	HEALTH INSURANCE PREMIUM	\$14.80
									01-60-2-590	HEALTH INSURANCE PREMIUM	\$140.63
									VENDOR TOTAL:		\$1,044.25

Total Amount Being Paid: \$102,874.99

Total Number of Invoices: 4

Vendor Code	Vendor Name	1099	Invoice Total	Check Total	Net Inv/(
BCBSIL	BCBSIL	N	(0) 0.00	(1) 96,451.08	(96,451
COMCAST3	COMCAST	N	(1) 360.70	(1) 360.70	0
METLIFE	METLIFE	N	(0) 0.00	(1) 5,018.96	(5,018
VISION	VISION SERVICE PLAN	N	(0) 0.00	(1) 1,044.25	(1,044
Grand Totals:			Total: 1 360.70	Total: 4 102,874.99	

TO: Bridget Wachtel, Village Manager
FROM: Scott Bugner, Building and Zoning Administrator
DATE: May 2, 2022
SUBJECT: Consideration of a Request for an Amendment to a
Special Use Permit for an Addition - Homewood-
Flossmoor Park District Ice Arena - 777 Kedzie Avenue



On April 21, 2022 the Plan Commission held a public hearing to consider a request for an Amendment to the Special Use for the Homewood-Flossmoor Park District Ice Arena, located at 777 Kedzie Ave. The request had been submitted by the Homewood-Flossmoor Park District, owner of the subject property. The facts in the matter are as follows:

The subject property is an interior lot located along the east side of Kedzie Ave. approximately 334 ft. south of the intersection of Monterey Dr. and Kedzie Ave. The Ice Arena building is approximately 37,800 sq. ft. in area situated on an approximately 4.35 acre irregularly shaped parcel.

The petitioner proposes to construct a new addition on the southeast corner of the property to house a new ice refrigeration system. In addition, new dehumidification units would be located on grade on the north side of the building adjacent to the locker room and on the east side of the building adjacent to the studio ice rink and new chiller units would be located to the east of the new addition. The proposed grade mounted dehumidification and chiller units would be enclosed by chain link fencing with privacy slats. The proposed addition housing the new ice refrigeration system would be approximately 2,390 sq. ft.

The proposed addition would encroach into the 25-foot setback requirement under Section 285-13-4 of the Zoning Ordinance, however the Plan Commission may recommend and the Board of Trustees may approve exceptions to site and structure requirements and other regulations in accordance with the standards for special uses provided under Section 285-26-9 of the Zoning Ordinance. A similar exception had been granted in 1998 when the locker room addition was added.

The necessity for this addition is due to the fact that the new refrigeration system cannot be housed in the same location as the existing system which is no longer functional due to current building and fire code requirements.

Public Works, Police and Fire Department staff reviewed the plans and did not have any questions, comments or concerns.

There were no public comments or other correspondence submitted in opposition.

At the close of the public hearing the Plan Commission voted 5-0 in favor of recommending an

amendment to the special use and an exception from Section 285-13-4 of the Zoning Ordinance as submitted.

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

- Findings and Recommendations
- Application for Land Use Review
- Site, Elevation and Floor plans
- Legal Notice
- Notice to Residents and Address map
- Proposed Ordinance and Exhibit

FINDINGS AND RECOMMENDATIONS

FLOSSMOOR PLAN COMMISSION

APRIL 21, 2022

AMENDMENT TO A SPECIAL USE PERMIT – HOMEWOOD-FLOSSMOOR PARK DISTRICT ICE ARENA – 777 KEDZIE AVENUE (ADDITION)

1. The petitioner, Homewood-Flossmoor Park District is the owner of the subject property located at 777 Kedzie Avenue, Flossmoor IL.
2. The Subject property is a 4.35 acre parcel located on the east side of Kedzie Avenue, north of the Homewood Flossmoor High School south campus and south of Monterey Drive.
3. The property is zoned **P-Public Use District**.
4. The petitioner is seeking an amendment to the Special Use to construct an addition and ice refrigeration equipment.
5. On April 22, 2022 the Plan Commission held a Public Hearing for a request to amend the Special Use Permit.

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

- A. The submitted plan meets the requirements and standards of the P-Public Use District with the exception of the required 25-foot minimum yard setback, and otherwise meets the standards for special use permits in accordance with Section 285-26-9 E. of the Flossmoor Zoning Ordinance.
- B. Recommends that an exception to Section 285-13-4 C. regulating minimum yards be granted.

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

VILLAGE OF FLOSSMOOR

Office of the Zoning Administrator

Application for Land Use Review

This application is to be used for petitions for Village approval of consolidations, subdivisions, changes in zoning, planned unit developments, non-residential site plans and special use permits. If you should have any questions regarding the type of land use review that applies to your situation please contact the Office of the Zoning Administrator at (708) 798-2300. The application must be completed and returned to the Building Department accompanied by the required fee (see attached schedule) and submittals. Submittal requirements are contained in the Village's Zoning and Subdivision Ordinances. No petition will be scheduled for consideration by the Village Plan Commission unless a completed application (including required submittals) has been received. Petitions must be received no later than twenty-one (21) calendar days prior to the Plan Commission meeting. Petitions for PUD's must be received no later than forty-five (45) calendar days prior to the Plan Commission meeting.

PROPERTY INFORMATION

<u>Homewood Flossmoor Ice Arena 777 Kedzie Avenue, Flossmoor, IL 60422</u>	
Address/Location of Property for which a review is being requested (Subject Property)	
<u>Homewood Flossmoor Park District</u>	
Name of Applicant	
<u>Goldberg Administration Building, 3301 Flossmoor Road, Flossmoor, IL 60422</u>	
Applicant's Mailing Address	
<u>708-957-0300</u>	
Applicant Home Telephone Number	Applicant Work Telephone Number
<u></u>	
Applicant's Interest in Subject Property (Owner, contract purchaser etc)	
<i>If the applicant is not the owner of the property please provide the following information:</i>	
<u></u>	
Owner's Name	
<u></u>	
Owner's Address	
<u></u>	
Owner's Telephone Numbers	Owner's Work Telephone Number
<u></u>	

ALL APPLICANTS MUST ANSWER THE FOLLOWING QUESTIONS

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

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

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

Public Use P.L.

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

Ice Arena for the Homewood Flossmoor Park District

Please provide a brief description of the proposed request:

The Homewood Flossmoor Park District is seeking an amendment to the Special Use for the Ice Arena located at 777 Kedzie. The Park District is proposing a new addition on the southeast corner of the property housing a new ice refrigeration system. In addition, new desiccant units will be located on grade on the north side of the building adjacent to the locker room and on the east side of the building adjacent to the Studio Ice Rink.

The proposed addition encroaches into the setback requirements denoted in the zoning ordinance. The Park District is requesting a variance to this requirement as part of the Amendment to the Special Use. This request is similar to encroachment previously approved with the Locker Room addition located on the north side of the building.

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

The existing building, located at 777 Kedzie, houses an ice arena for the Homewood Flossmoor Park District with approximately 37,800 square feet. The proposed addition housing the new ice refrigeration system is approximately 2,390 square feet. The existing arena is supported with parking and a drop off on the south side.

The proposed new site improvement include an access drive to the proposed addition.

The disposition of storm water shall remain similar to the existing.

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

To our knowledge, the proposed improvements conform with intent of the Flossmoor Zoning Ordinance with the exception of the variance noted about which has precedence in the previously approved amendments to the Special Use for 777 Kedzie.

Applicant's Signature

Homewood-Flossmoor Park District
Debbie Kopas, Executive Director

Date

3/18/2022

Owner's Signature

(Applicant must have property owner's signature)

Date

Do Not Write Below, For Office Use Only:

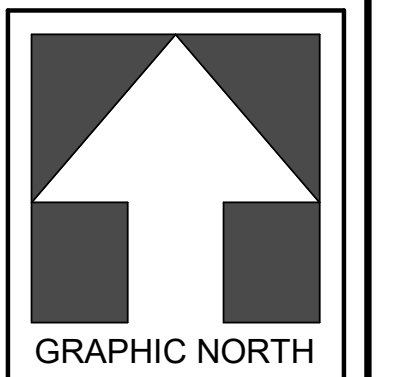
Date Submitted: _____

Fee Paid: _____

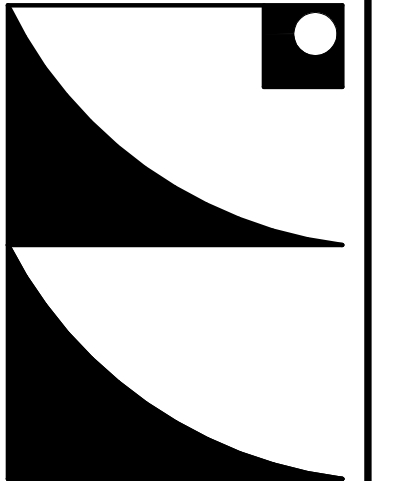
Requested Hearing Date: _____

Date Published: _____

Date Residents Notified: _____

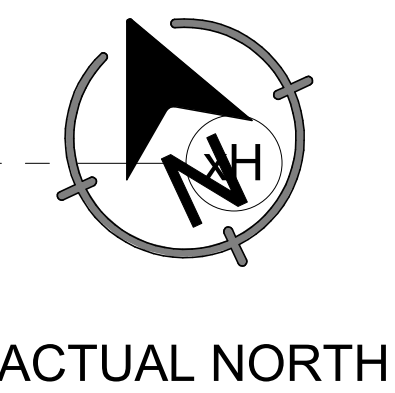


WILLIAMS
ARCHITECTS
ARCHITECTURE | PLANNING | AQUATICS | INTERIORS
500 Park Boulevard, Suite 800, Itasca, IL 60143
Phone 630-221-1212 / Fax 630-221-1220



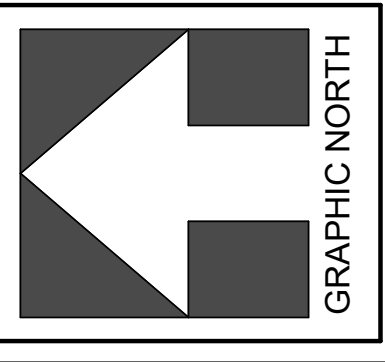
FLOOR PLAN

A1.1



SCALE: 1/8" = 1'-0" (

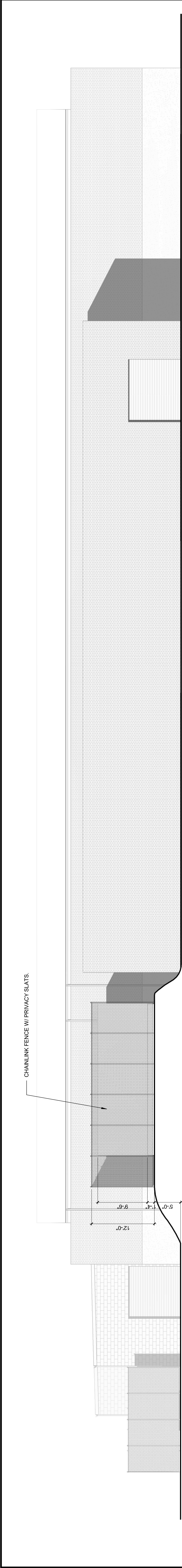
NO. DATE DESCRIPTION		WA No. 2022-004	
Date 3/18/2022		Drawn JCS	
Checked SAM/FP			



WILLIAMS
ARCHITECTS
ARCHITECTURE | PLANNING | AQUATICS | INTERIORS
500 Park Boulevard, Suite 800, Itasca, IL 60143
Phone 630-221-1212 / Fax 630-221-1223

EXTERIOR ELEVATIONS

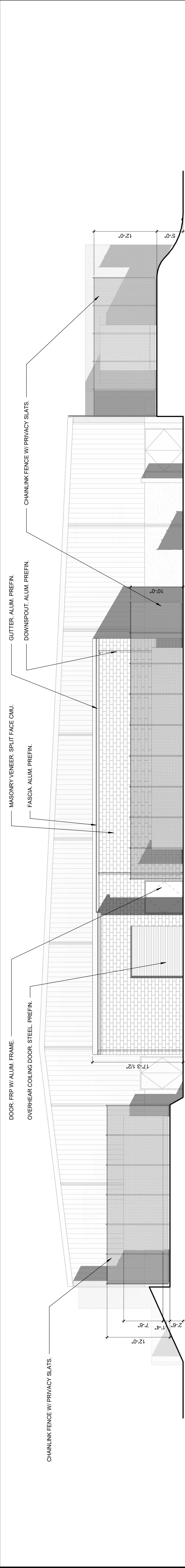
A4.1



ADDITION - NORTH

SCALE: 1/8" = 1'-0"

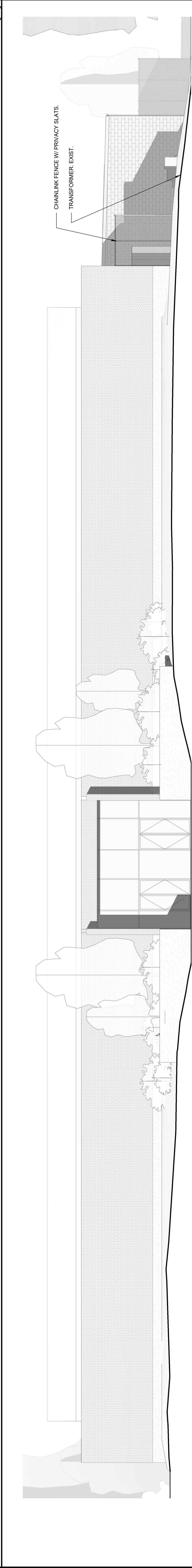
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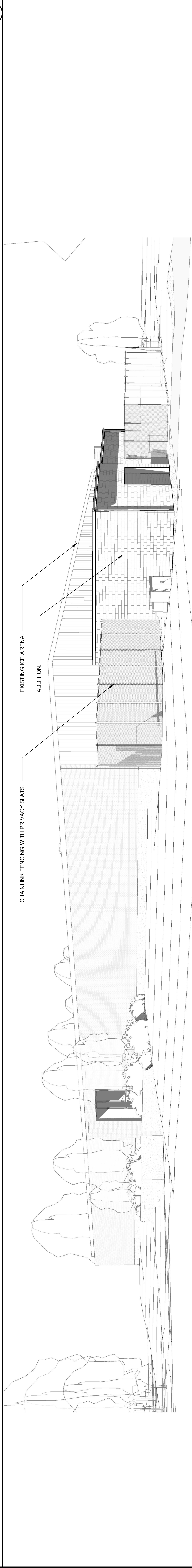
ADDITION - EAST

2

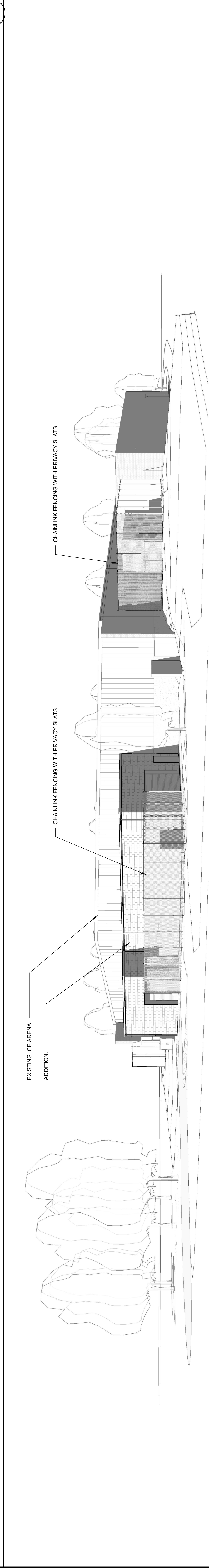
SCALE: 1/8" = 1'-0"



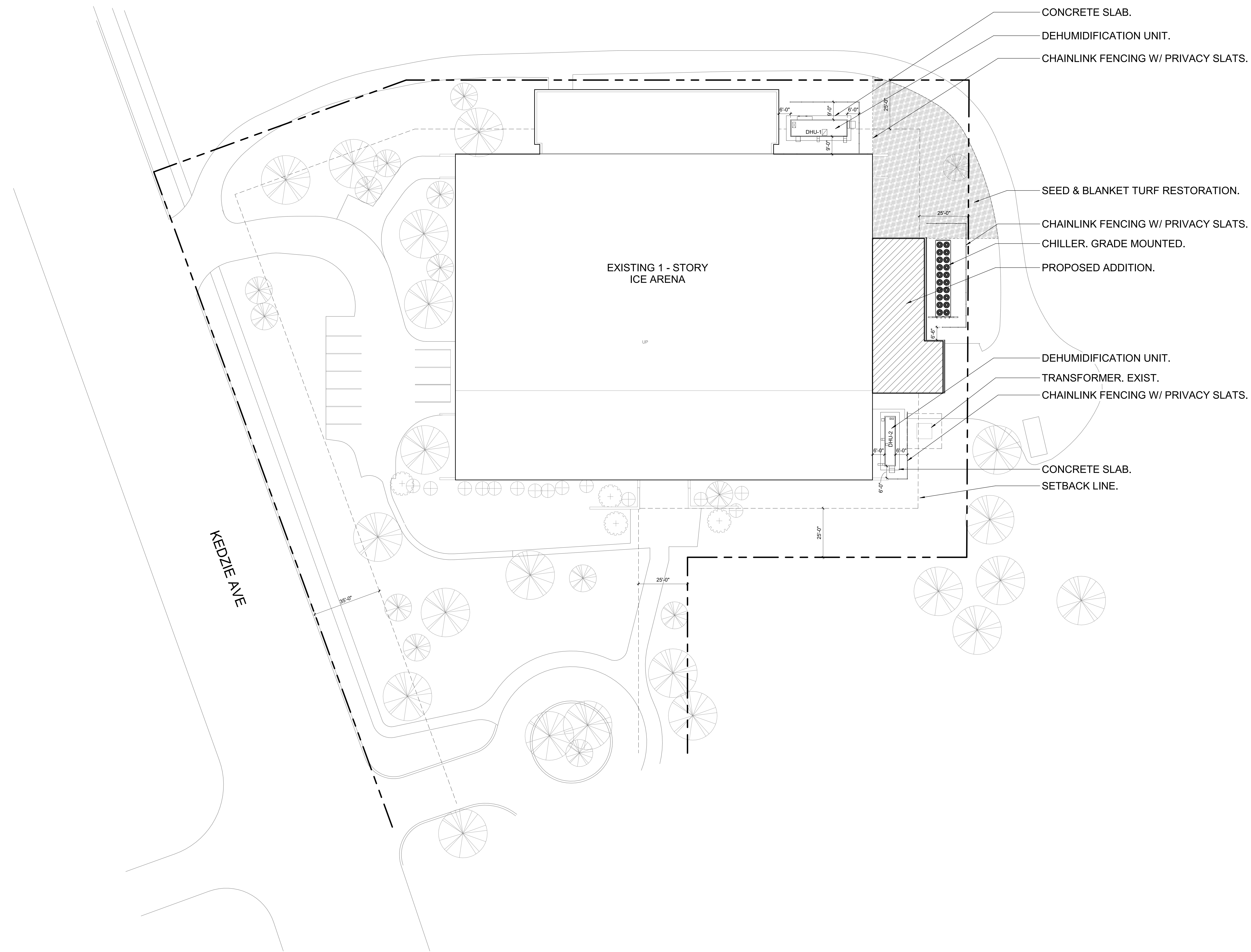
ADDITION - SOUTH



PERSPECTIVE 1



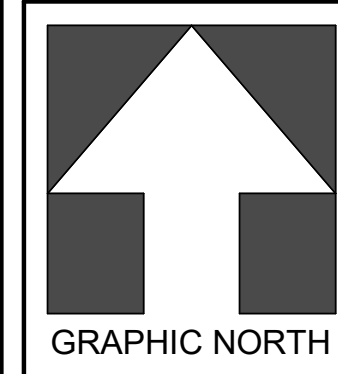
PERSPECTIVE 2



HOMEWOOD FLOSSMOOR ICE ARENA RENOVATIONS
HOMEWOOD FLOSSMOOR PARK DISTRICT
777 KEDZIE AVE
FLOSSMOOR, IL 60422

WA No.	2022-004
Date	3/15/2022
Drawn	JCS
Checked	SAWFP

REVISIONS	
NO.	DATE



WILLIAMS
ARCHITECTS
ARCHITECTURE | PLANNING | AQUATICS | INTERIORS
500 Park Boulevard, Suite 800, Itasca, IL 60143
Phone 630-221-1212 / Fax 630-221-1220



SITE PLAN

AS0.1

Order ID: 7175683

GROSS PRICE * : \$100.50**PACKAGE NAME:** IL Govt Legal Daily Southtown**LEGAL NOTICE
PUBLIC HEARING
FLOSSMOOR
PLAN COMMISSION**

Notice is hereby given that on Thursday, April 21, 2022, the Flossmoor Plan Commission will hold a public hearing to consider a request for approval of an amendment to an existing Special Use Permit. If approved it would allow an addition to be constructed to the Homewood-Flossmoor Ice Arena.

LEGAL DESCRIPTION

That part of the Southwest 1/4 of Section 1, Township 35 North, Range 13, East of the Third Principal Meridian, described as follows: Beginning at a point on the West line of said Southwest 1/4, that is 224.00 feet South of the North line of said Southwest 1/4; thence North 90° East, 168.11 feet; thence South 70° East, 287.31 feet; thence South 20° West, 243.72 feet; thence North 70° West, 140.00 feet; thence South 20° West, 210.00 feet; thence South 00°00'39" West, 323.26 feet; thence South 90° West, 151.35 feet to said West line of the Southwest 1/4; thence North 00°00' East, 800.00 feet to the point of beginning, all in Cook County, Illinois and containing 4.43 acres, more or less.

LOCATION:

777 Kedzie Avenue

APPLICANT:Homewood-Flossmoor
Park District**HEARING DATE:**

Thursday, April 21, 2022, beginning at 7:30 p.m. in the Flossmoor Village Hall, 2800 Flossmoor Road, Flossmoor, Illinois. This meeting will be held in person and remotely. Visit www.flossmoor.org for dial-in instructions.

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

/s/ Greg Mitchell, Chairperson
Flossmoor Plan Commission
3/27/22 7175683

Attachment: 9 777 Kedzie Legal Notice (Special Use Amendment - HFPD Ice Arena Addition)



FLOSSMOOR

Welcoming. Beautiful. Connected.

Village of Flossmoor

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

Building and Zoning Administrator
Scott Bugner

Mayor
Michelle L. Nelson

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

Village Clerk
Gina LoGalbo

Village Manager
Bridget A. Wachtel

April 11, 2022

***THIS IS A COURTESY NOTICE ONLY**

Dear Resident:

On Thursday, April 21, 2022 the Flossmoor Plan Commission will hold a public hearing to consider a request for approval of an Amendment to a Special Use permit to allow an addition to the Homewood-Flossmoor Ice Arena to house a new ice refrigeration system.

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

The meeting will be held in person at Village Hall and remotely beginning at 7:30 p.m. All interested parties are encouraged to attend and to present oral or written testimony. Members of the public may also comment on the Public Hearing by email to info@flossmoor.org. Comments received by 5:00 p.m. Wednesday, April 20, 2022 will be read into the record.

To join via computer, tablet or smartphone:

Join Zoom Meeting

<https://us02web.zoom.us/j/81349352687?pwd=TXR6WjRXLzZQT3lmUIV1cnhYTStjQT09>

Meeting ID: 813 4935 2687

Passcode: 60422

One tap mobile

+13126266799,,81349352687#,,,,*60422# US (Chicago)

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

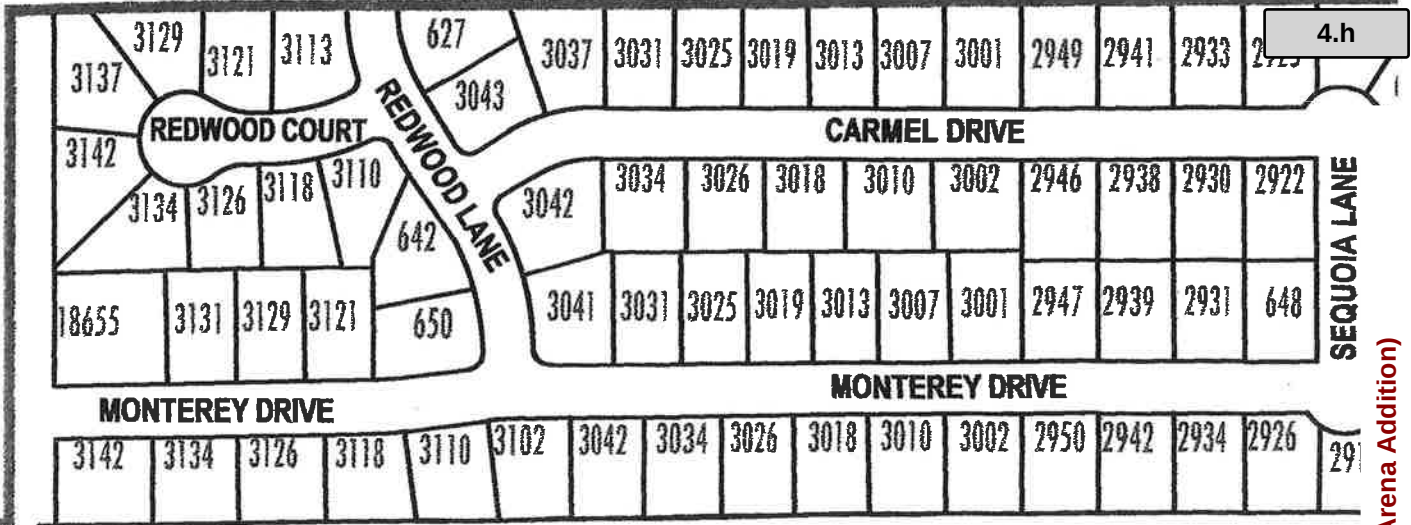
Sincerely,

Scott M. Bugner

Building and Zoning Administrator

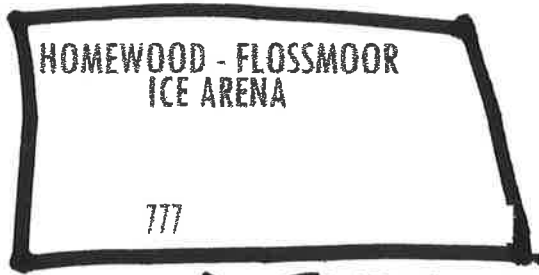
SMB/jf

Attachment: 10 777 Letter to Residents and Address Map (Special Use Amendment - HFPD Ice Arena Addition)



18698

720

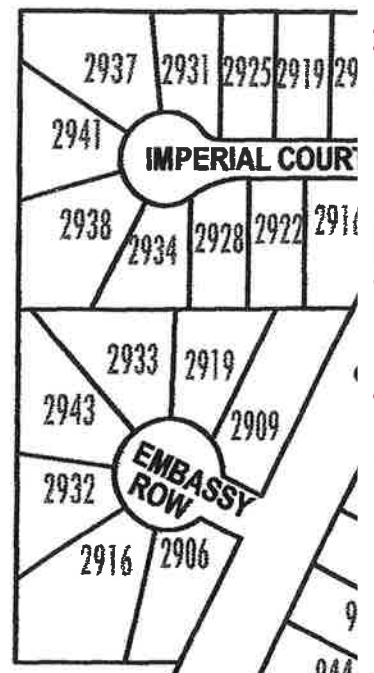


↑ SUBJECT
PROPERTY

HOMEWOOD -
HIGH SCHOOL N
800

KEDZIE AVENUE

HOMEWOOD - FLOSSMOOR
HIGH SCHOOL SOUTH BUILDING
999



18900

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF FLOSSMOOR, COOK COUNTY, ILLINOIS, APPROVING AN AMENDMENT TO A SPECIAL USE PERMIT – HOMEWOOD-FLOSSMOOR PARK DISTRICT – 777 KEDZIE AVENUE

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

WHEREAS, Homewood-Flossmoor High Park District (the “*District*”) operates Homewood-Flossmoor Ice Arena, which is located at 777 Kedzie Avenue, Flossmoor, Illinois, and legally described in Exhibit A, which is attached hereto and made a part hereof (the “*Subject Property*”), pursuant to a previously granted special use; and,

WHEREAS, the District has submitted an application seeking an amendment to its special use to allow for the construction of an addition to the existing building and the installation of refrigeration equipment on the Subject Property as depicted in the diagram attached hereto as Exhibit B (the “*Site Plan*”); and,

WHEREAS, on April 21, 2022, after providing all notices required by law, the Village’s Plan Commission convened and held a public hearing on the District’s application for amendment to its special use; and,

WHEREAS, the Plan Commission reviewed the standards set forth in Section 285-26-9E. of the Flossmoor Zoning Ordinance and, upon conclusion of the public hearing, issued its findings of fact and recommended approval of the District’s request to amend the special use; and,

WHEREAS, the Corporate Authorities have reviewed the Plan Commission’s findings of fact and recommendation.

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

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

Section 2: The Corporate Authorities hereby grant the District's request for an amendment to the special use to permit the construction of an addition and the installation of refrigeration equipment as depicted on the Site Plan.

Section 3: An exception to Section 285-13-4 of the Flossmoor Zoning Ordinance is hereby granted in accordance with Section 285-26-9 of the Flossmoor Zoning Ordinance.

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

Passed this ____ day of _____, 2022.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

PASSED: _____

APPROVED: _____

PUBLISHED: _____

APPROVED:

Mayor

ATTEST:

Village Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1 – That part of the Southwest ¼ of Section 1, Township 35 North, Range 13, East of the Third Principal Meridian, described as follows: Beginning at a point on the West line of said Southwest 1/4, that is 224.00 feet South of the North line of said Southwest 1/4; thence North 90° East, 168.11 feet; thence South 70° East, 287.31 feet; thence South 20° West, 243.72 feet; thence North 70° West, 140.00 feet; thence South 20° West, 210.00 feet; thence South 00°00' West, 323.26 feet; thence South 90° West, 151.35 feet to said West line of the Southwest 1/4; thence North 00°00' East, 800.00 feet to the point of beginning, all in Cook County, Illinois and containing 4.43 acres, more or less.

Parcel 2 - A strip of land having various widths, described as follows: commencing at the Northwest corner of the Southwest 1/4 of Section 1, Township 35 North, Range 12 East of the Third Principal Meridian; thence South 00°00'00" West along the West line of said Southwest 1/4, a distance of 1024.00 feet; thence North 90°00'00" East, a distance of 136.85 feet to the point of beginning; thence East along the last described course, a distance of 14.50 feet; thence North 00°00'00" East, a distance of 323.26 feet; thence South 90°00'00" West, a distance of 7.50 feet; thence South 00°00'00" West, a distance of 96.71 feet; thence South 00° 00'00" West, a distance of 7.00 feet; thence South 00°00'00" West, a distance of 60.00 feet; thence North 90°00'00" East, a distance of 5.80 feet; thence South 00°00'00" West, a distance of 4.75 feet; thence North 90°00'00" West, a distance of 5.80 feet; thence South 00°00'00" West, a distance of 116.00 feet; thence North 90°00'00" East, a distance of 5.80 feet; thence South 00°00'00" West, a distance of 3.75 feet; thence North 90°00'00" West, a distance of 5.80 feet; thence South 00°00'00" West, a distance of 42.00 feet to the point of beginning, all in the Southwest 1/4 of Section 1, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (containing 3,960 square feet, more or less).

TO: Bridget Wachtel, Village Manager
CC: Scott Bordui
FROM: John Brunke, Public Works Director
DATE: May 2, 2022
SUBJECT: Award of Contract to Christopher B. Burke
 Engineering, Ltd. and Budget Amendments for the
 Brookwood Bridge and Butterfield Road Culvert
 Reconstruction Phase 2 Engineering



FLOSSMOOR

Included in the FY23 Budget is \$80,400 (25% General Fund/75% Storm Sewer Fund) for the Phase 2 Engineering Services for the Brookwood Bridge and Butterfield Road Culvert Reconstruction Project. The Phase 1 Engineering is completed and is currently being reviewed by IDOT. Staff plans on having the Phase 2 Engineering completed this summer/fall so that the project can be on the January 20, 2023 IDOT State Letting. Construction would occur in the summer of 2023.

As you may recall, the Village was awarded \$810,000 in State Road Funds (no matching funds required). The State Road Funds have been used to cover the cost of the Phase 1 Engineering, and will be used to cover the Phase 2 Engineering and a portion of the Phase 3 Construction. This project also qualifies for Federal STP Bridge Funds (80/20 match), which will be used to cover a portion of the construction costs on the project. If all State and Federal monies are realized, the Village would be in a position to fund this project with 100% State and Federal monies.

Christopher B. Burke Engineering, Ltd. (CBBEL) has submitted the attached proposal for the Phase 2 Engineering for the project. The total not-to-exceed amount of the contract is \$99,726. The amount of the contract has increased slightly from our budget amount due to inflation and the required special waste environmental services that are now needed on this type of project. The special waste environmental services includes a report preparation for the project area which involves historical research, site evaluation, records review, soil borings, and CCDD documentation. Since the amount is over the budgeted amount, we will need to request budget amendments to cover the overage. Below is a summary of the costs for the project.

<u>Project Phase</u>	<u>Estimated Cost</u>
Phase 1 Engineering (completed)	\$149,200
Phase 2 Engineering	\$99,726
Phase 3 Construction & Construction Engineering	\$1,104,180
<i>Total</i>	<i>\$1,353,106</i>

The following is a list of tasks that are included in the scope of the contract.

- Task 1 - Meetings/Coordination (\$1,494)

- Task 2 - Permitting with the IDNR and USACE (\$6,034)
- Task 3 - Special Waste Environmental Services (\$14,914)
- Task 4 - Utility Coordination (\$1,759)
- Task 5 - Preliminary and Final Contract Plans (\$74,937)

CBBEL completed the Phase 1 Engineering for the project, and their work has been very good on the project. It makes sense for them to continue with the Phase 2 Engineering for the project and see the project to the construction phase.

With the above information in mind, Public Works is recommending that the Mayor and Board of Trustees award the Phase 2 Engineering Services contract for the Brookwood Bridge and Butterfield Road Culvert Reconstruction Project to Christopher B. Burke Engineering, Ltd. in the not-to-exceed amount of \$99,726, and approve budget amendments to budget line 01-55-7-760 in the amount of \$4,832 and to budget line 07-01-7-760 in the amount of \$14,494. Dan O'Connell from Christopher B. Burke Engineering will be at the meeting this evening to answer any questions you may have.

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

February 23, 2022

Village of Flossmoor – Public Works
1700 Central Park Avenue
Flossmoor, IL 60422

Attention: Mr. John Brunke, Public Works Director

Subject: Brookwood Drive Bridge
Proposal for Professional Engineering Services

Dear Mr. Brunke:

At your request, Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services related to the Phase II Design Engineering for Brookwood Drive Bridge Replacement Project. Included below you will find our Understanding of the Assignment, Project Approach, Scope of Services and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL completed the Phase I work for this bridge replacement and has an intimate understanding of the project. We understand the Village received Surface Transportation Program (STP) funding for the replacement of the structure. The federal STP funding will cover the construction and construction engineering costs for the replacement of the bridge. A state grant will be used to cover the design engineering for this project which is considered local funding. The replacement bridge will consist of PPC Deck Beams with an HMA wearing surface on pile supported abutments. This project also includes replacement of the adjacent culvert, approach roadway widening, and minor channel realignment. Since federal funding will be used for the construction of the proposed bridge, federal project development procedures will be followed, and this project will be coordinated through IDOT-Bureau of Local Roads and Streets.

This project will be targeting a January 20, 2023, State Letting. A detailed scope of services and work hour estimate is provided below.

Task 1 – Meetings/Coordination: CBBEL will meet with IDOT and Village staff as necessary to discuss project requirements. This task will include preparation of agendas and meeting minutes. Additionally, CBBEL will coordinate communication with property owners adjacent to the project area to inform them of the local detour and pending construction work.

Task 2 – Permits: CBBEL will prepare and submit all permit applications associated with the project. CBBEL will make revisions to plans and specifications based on comments received. Anticipated permits include:

- Illinois Department of Natural Resources (IDNR)
- U.S. Army Corps of Engineers (USACOE)

This Task will include the required exhibits, specifications, data and project information. We have assumed that the USACE application will be processed as a Nationwide Permit. If the application is processed as an Individual Permit, a supplemental proposal will be prepared to cover the cost of the additional required services. A wetland delineation report update will be completed as required by IDOT or USACOE.

Task 3 – Special Waste Environmental Services: This task is to be completed by others. Site assessment will be completed for local roads portions of the project corridor and the process will follow general protocols for State Let, Federally Funded projects including Historical Research, Site Evaluation, Records Review, and Report Preparation. A subsequent site investigation will be completed and include Soil Boring and Laboratory Analysis, Report Preparation, and CCDD Documentation.

Task 4 – Utility Coordination: The existing utilities will be checked and updated on our base sheets. CBBEL will then send preliminary plans with potential conflicts identified and will set up meetings to discuss necessary utility relocations or plan adjustments. A set of final plans will be submitted to utility companies for verification of facilities and for the utilities to design any necessary relocations. Locations of existing utilities /obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities /obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities /obstructions / systems whether or not shown on base map.

CBBEL will send the preliminary (65%) plans to the utilities for verification of their facility locations, identification of possible conflicts and use in determination of whether relocations of their existing facilities or modifications of their proposed utility relocations will be required. CBBEL will schedule a Utility Coordination Meeting with all utility agencies having facilities within the project area for the purposes of coordination between the existing utilities and the Village project. CBBEL will prepare meeting notes with action items identified and distribute to the meeting attendees.

Following the Utility Coordination Meeting, CBBEL will send the final (100%) plans to the utilities for verification that all potential conflicts between the Village work and existing and proposed utilities have been addressed. CBBEL will incorporate utility information received into the plans and minimize conflicts as necessary.

Task 5 – Preliminary and Final Contract Plans: CBBEL will prepare Phase II pre-final contract documents consisting of plans, specifications, estimate of construction duration, status of utilities to be adjusted and an estimate of construction cost. The plans will be prepared and submitted in accordance with applicable Village, IDOT and FHWA design criteria for a federally funded bridge/roadway project. Plans could include the following sheets:

Sheet	# of Sheets	Hours per Sheet	Hours
Title Sheet	1	4	4
General Notes	1	4	4
Summary of Quantities	5	2	10
Alignment, Ties and Benchmarks	1	8	8
Existing Conditions and Removal Plan	1	10	10
Proposed Plan and Profile	1	10	10
Staging / MOT plan	2	8	16
Structural Details and Notes	18	16	288
Soil Erosion and Plans, Details and Notes	3	8	24
Construction Details	4	6	24
IDOT Standards	6	2	12
Cross Sections	2	10	20
Specifications	--	--	20
Load Rating per BLRS CL-2017-16	--	--	8
Cost Estimate	--	--	16
TOTAL	45		474

Upon receiving review comments from IDOT and the Village on the pre-final submittal, CBBEL will revise and finalize the contract documents. A final opinion of probable construction cost itemized by IDOT coded pay items will be prepared along with an estimate of required working days.

Additionally, QA/QC objectives will be followed through all elements of the Project. Below is a brief outline of these general objectives:

I. PROJECT CONTROL:

CBBEL will perform a comprehensive evaluation of the following items throughout the design process.

- Scoping/Field Checks
- Submittals
- Design Calculations
- Computer Inputs/Outputs
- Documentation of Decisions and Directives
- Pay Items and Quantity Calculations
- Project Records
- Compliance Statements

The Project Manager manages the overall project quality control's process and, through the QA/QC Manager, assigns qualified senior quality reviewers for pending deliverables as required.

II. FINAL QA/QC REVIEW/PLAN REVIEWS:

In order to provide the best possible quality on all our projects, it is CBBEL's intention to go beyond the basic definition of QA/QC. The project's QA/QC Manager will perform/oversee plan reviews to optimize the following parts of the design:

- Project constructability, with an emphasis on avoiding conflicts between existing conditions and the proposed work,
- Construction using the proper methods and materials,

- Construction staging that maximizes the public safety while giving the Contractor sufficient working room and safe working conditions, and
- Plans, specifications, and cost and time estimates that communicate the design as clearly as possible and are free from internal contradictions, correctable drafting errors, or important omissions.

The project's QA/QC Manager will complete our design check sheets included in our company QA/QC manual with each submittal. We will also have one of our senior construction staff review our plans, specifications and estimates for constructability, accuracy, and completeness.

ESTIMATE OF FEE

CBBEL estimates the following not-to-exceed fees for each of the tasks described above:

Task 1 – Meetings/Coordination	\$ 1,494
Task 2 – Permits	\$ 6,034
Task 3 – Special Waste Environmental Services (by others)	\$14,914
Task 4 – Utility Coordination	\$ 1,759
Task 5 – Preliminary & Final Contract Plans	<u>\$74,937</u>
Total:	\$99,726

This fee is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless approved by the Village.

We will bill you at the hourly rates specified on the attached CECS and establish our contract in accordance with the previously agreed General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael E Kerr, PE
President

Encl. General Terms and Conditions
BLR 05514 - CECS

THIS PROPOSAL, PREVIOUSLY AGREED GENERAL TERMS AND CONDITIONS ARE
ACCEPTED FOR THE VILLAGE OF FLOSSMOOR:

BY: _____
TITLE: _____
DATE: _____



COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET

FIXED RAISE

Local Public Agency

Village of Flossmoor

County

Cook

Section Number

15-00048-00-BR

Consultant (Firm) Name

Christopher B. Burke Engineering, Ltd.

Prepared By

Daniel O'Connell

Date

2/14/2022

PAYROLL ESCALATION TABLE

CONTRACT TERM	12
START DATE	3/15/2022
RAISE DATE	1/1/2023

MONTHS

OVERHEAD RATE	132.36%
COMPLEXITY FACTOR	
% OF RAISE	2.00%

END DATE 3/14/2023

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	3/15/2022	1/1/2023	10	83.33%
1	1/2/2023	3/1/2023	2	17.00%

The total escalation = 0.33%

Local Public Agency	County	Section Number
Village of Flossmoor	Cook	15-00048-00-BR

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	0.33%

PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$78.00	\$78.00
Engineer VI	\$77.90	\$78.00
Engineer V	\$69.77	\$70.00
Engineer IV	\$58.58	\$58.78
Engineer III	\$47.01	\$47.17
Engineer I/II	\$33.72	\$33.83
Survey V	\$78.00	\$78.00
Survey IV	\$72.00	\$72.24
Survey III	\$63.00	\$63.21
Survey II	\$51.50	\$51.67
Survey I	\$38.50	\$38.63
Engineering Technician V	\$67.75	\$67.98
Engineering Technician IV	\$56.63	\$56.82
Engineering Technician III	\$32.88	\$32.99
CAD Manager	\$67.17	\$67.39
CAD Technician II	\$48.75	\$48.91
GIS Specialist III	\$54.00	\$54.18
Landscape Architect	\$61.00	\$61.20
Landscape Designer I/II	\$34.75	\$34.87
Environmental Resource Specialist V	\$75.06	\$75.31
Environmental Resource Specialist IV	\$58.00	\$58.19
Environmental Resource Specialist III	\$49.75	\$49.92
Environmental Resource Specialist II	\$30.50	\$30.60
Environmental Resource Technician	\$42.75	\$42.89
Engineering Intern	\$19.00	\$19.06

Attachment: Flossmoor Brookwood Dr Bridge_02232022 (Brookwood Bridge Ph 2 Engineering Award)

Section Number

15-00048-00-BR

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

[illegible]

Attachment: Flossmoor Brookwood Dr Bridge_02232022 (Brookwood Bridge Ph 2 Engineering Award)

Village of Flossmoor

Cook

15-00048-00-BR

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

COMPLEXITY FACTOR 0

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAN TOTAL
Meetings/Coordination	10	563	745		186		1,494	1.50
Permits	40	2,274	3,010		750		6,034	6.05
Special Waste Environmental Services		-	-		-	14,914	14,914	14.95
Utility Coordination	15	663	877		219		1,759	1.76
Preliminary and Final Contract Plans	474	28,240	37,378		9,319		74,937	75.14
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
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Subconsultant DL					588		588	0.59
TOTALS	539	31,740	42,010	-	11,062	14,914	99,726	100.00

BLR 05514 (Rev. 04/30/21)

Attachment: Flossmoor Brookwood Dr Bridge_02232022 (Brookwood Bridge Ph 2 Engineering Award)

Local Public Agency

Village of Flossmoor

County

Cook

Section Number

15-00048-00-BR

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Meetings/Coordination			Permits			Special Waste Environmental Services			Utility Coordination			Preliminary and Fin Contract Plans		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	W A
Principal	78.00	0.0																	
Engineer VI	78.00	20.0	3.71%	2.89													20	4.22%	3.
Engineer V	70.00	174.0	32.28%	22.60	4	40.00%	28.00										170	35.86%	25
Engineer IV	58.78	0.0																	
Engineer III	47.17	96.0	17.81%	8.40	6	60.00%	28.30							6	40.00%	18.87	84	17.72%	8.
Engineer I/II	33.83	4.0	0.74%	0.25										4	26.67%	9.02			
Survey V	78.00	0.0																	
Survey IV	72.24	0.0																	
Survey III	63.21	0.0																	
Survey II	51.67	0.0																	
Survey I	38.63	0.0																	
Engineering Technician V	67.98	0.0																	
Engineering Technician IV	56.82	0.0																	
Engineering Technician III	32.99	0.0																	
CAD Manager	67.39	56.0	10.39%	7.00													56	11.81%	7.
CAD Technician II	48.91	149.0	27.64%	13.52										5	33.33%	16.30	144	30.38%	14
GIS Specialist III	54.18	0.0																	
Landscape Architect	61.20	0.0																	
Landscape Designer I/II	34.87	0.0																	
Environmental Resource S	75.31	7.0	1.30%	0.98				7	17.50%	13.18									
Environmental Resource S	58.19	12.0	2.23%	1.30				12	30.00%	17.46									
Environmental Resource S	49.92	21.0	3.90%	1.94				21	52.50%	26.21									
Environmental Resource S	30.60	0.0																	
Environmental Resource T	42.89	0.0																	
Engineering Item	19.06	0.0																	
		0.0																	
		0.0																	
TOTALS		539.0	100%	\$58.89	10.0	100.00%	\$56.30	40.0	100%	\$56.84	0.0	0%	\$0.00	15.0	100%	\$44.19	474.0	100%	\$59

Attachment: Flossmoor Brookwood Dr Bridge_02232022 (Brookwood Bridge Ph 2 Engineering Award)

CHRISTOPHER B. BURKE ENGINEERING, LTD.

GENERAL TERMS AND CONDITIONS

③ For Village of Flossmoor

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion:

2. Responsibility of the Engineer: Engineer will ~~shall~~ perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. JBB
CBB

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project and the client. CCB

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will ~~strive to~~ conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement. *CBP*

9. Compliance With Laws: The Engineer will ~~strive to~~ exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement. *CBP*

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of ^{available insurance limits} this contract fee (for services) from loss or expense, including reasonable attorney's fees ^{OK} for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Illinois.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the ^{available insurance limits} ~~total Engineer's fee for~~
 (*) ~~professional engineering services rendered on this project as made part of this Agreement.~~ Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
 CFB

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for settling forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Client will abide by the Prompt Payment Act, 30 ILCS 540.

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

June 13, 2005
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TO: Bridget Wachtel, Village Manager
FROM: Robert Kopec, Fire Chief
DATE: May 2, 2022
SUBJECT: Personnel Manual Changes



FLOSSMOOR

Over the last year, the Fire Department has made significant progress in several areas including staffing, operations, contract services, training, restructuring the part-time program and revamping the POC program. Though we have made great strides, I believe it is time to address concerns brought forth by the full time Captains with the upcoming FY23 budget.

Prior to my start in Flossmoor, the Captains furnished retired Chief Berk and your office documentation that identifies issues in their current salary and benefits in relation to the Fair Labor Standard Act (FLSA) 7(K), vacation time, sick leave, compensatory time, personal leave, holiday pay and overtime. The full time shift Captain positions were approved in 2018 and are relatively new to our organization; therefore, it will take time to refine these positions to fit the organization both operationally and financially.

Over the last year, I have assessed the current benefits and pay structure as defined in the personnel manual; specific to the full time Captain position. In addition to reviewing the document, I have had several conversations with the Captains individually and collectively to further understand and identify their concerns.

Throughout this process, the Captains have identified inequities in their pay structure and benefits as compared to other non-bargaining unit employees of the Village. They have maintained their position that they are only seeking to receive the same level of benefit time and compensation as their peers and have not compared themselves to any other fire agency. They understand their work schedule and work type is unique to other Village positions, therefore not everything within the personnel manual will be universal or feasible.

Upon comparison of the documentation furnished by the Captains and the current Employee Personnel Manual I have identified recommended changes that would afford the Captains similar benefits other village employees currently receive. Working in conjunction with Attorney Ben Gehrt, finance, and your office I believe we have collectively found resolve to the issues brought forth by the Captains that are both financially and operationally feasible for our organization.

The revisions have been completed and we have formally met with the Captains to ensure all parties agree the recommended changes are fair and equitable. Additionally, you have spoken to Mayor Nelson and the Trustees individually to further explain the details of the ordinance changes. The meetings were positive, and therefore I recommend the Mayor and Board of Trustees amend the current employee manual specific to the Fire Department Captain position by approval of the attached ordinance.

ORDINANCE NO. _____
AN ORDINANCE AMENDING THE VILLAGE OF FLOSSMOOR PERSONNEL MANUAL
Fire Department Shift Duty Employees (Fire Captains)

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Flossmoor, County of Cook and State of Illinois that they do hereby amend the Village of Flossmoor Personnel Manual, as amended, as follows:

Section 1. Section 13.4 is amended to read as follows:

13.4 WORK PERIOD, WORK CYCLE, TRAINING TIME, AND OVERTIME FOR FIRE CAPTAINS:

Fire Department Shift Duty Employees (Captains) are classified as salaried, non-exempt employees. Pursuant to section 7(k) of the Fair Labor Standards Act (FLSA), Fire Department Shift Duty employees shall have a work period of Twenty-Eight (28) days and a work cycle of Twenty-Four (24.00) hours on duty and Forty-Eight (48.00) hours off duty. The salary shall be intended to compensate firefighters for 106 hours in a bi-weekly pay period, or 212 hours in a twenty-eight-day work cycle. Hours for the purpose of calculating overtime shall include all compensated hours, including paid leave. Overtime premiums shall be paid for all compensated hours in excess of 212 hours in a 28-day cycle. Regularly scheduled hours that will be in excess of 212 hours in a 28-day cycle shall be compensated as "FLSA Pay" at a rate of 1.5 times their regular rate of pay.

Training time shall not count as hours worked when it can properly be excluded from hours worked under state and federal law. For example, training time shall not count as hours worked: 1) training outside of regular work hours to pursue a different position than the Captain's current position; 2) voluntary attendance at training events outside the employee's regular work hours where the training is not directly related to the employee's job; 3) independent training where an employee on his own initiative attends an independent school, college, or independent trade school; or 4) any other time when training is not required to be counted as "hours worked" under both state and federal law. If an employee performs productive work on behalf of the Village during any such training, the employee must report that productive work as hours worked.

Section 2. Section 15.6 is amended to read as follows:

15.6 OVERTIME FOR FIRE CAPTAINS:

Overtime shall be paid at 1 1/2 times the rate applicable to the job being performed when the overtime is incurred. By accepting employment as a Full-

time Captain, all employees agree to the 28-day 7(k) work cycle.

15.6.1 Compensatory Time:

Overtime pay shall be paid at the end of each pay period or credited to the employee's accumulated compensatory time at the option of the Village. With the agreement of the Chief or his designee, Fire Department Shift Duty employees may accumulate Ninety-Six (96) hours or Four (4) shifts of compensatory time. Absent agreement from the Chief to accrue compensatory time, all overtime hours worked will be paid as cash compensation. The Village may buy back any or all accumulated compensatory time in the first pay period of April in each calendar year. Approved compensatory time must be used in no less than Four (4) hour increments.

Section 3. Section 16.3 is amended to read as follows:

HOLIDAY PAY: Except as otherwise provided in "Section 16 Holidays," a non-exempt employee who is required to work on a holiday provided for in Section 16.1 above shall be paid two times their regular rate of pay for hours actually worked, in addition to any holiday pay to which they are otherwise entitled, which is in lieu of any overtime compensation. Exempt employees are not eligible for additional compensation if they work on a holiday.

Section 4. Section 16.6 is amended to read as follows:

All Fire Department Shift Duty employees shall receive Twelve (12) hours additional pay at their straight time hourly rate for each of the Village recognized holidays and floating holidays, regardless of whether they work that day. In addition, employees who work on the Village designated holiday as defined in Section 16.1 shall be paid two times their regular rate of pay for all hours worked on the holiday, which is in lieu of any overtime compensation. Only an employee who works the actual holiday, as opposed to the substituted Friday or Monday, shall be entitled to be paid two times their regular rate of pay for hours actually worked. For this section, the holiday shall be defined to start at 0700 on the day of the Village recognized holiday, and end at 0659 the following day.

Section 5. Section 17.7 is amended to read as follows:

17.7 VACATION FOR CAPTAINS:

Fire Department Shift Duty employees, after one year of service, shall

accrue vacation credit as follows:

After one year of service: 120.00 hours (5 shifts)
After five years of service: 168.00 hours or (7 shifts)
After ten years of service: 240.00 hours or (10 shifts)
After fifteen years of service: 288.00 hours or (12 shifts)
After twenty years of service: 312.00 hours or (13 shifts)

Vacation leave must be used in full day (24.00 hour) increments, unless otherwise authorized by the Chief. The Village will deduct 24.00 hours of vacation time for each shift of vacation time used.

Section 6. Section 18.7 is amended to read as follows:

Section 18.7 SICK LEAVE FOR FIRE CAPTAINS:

Fire Department Shift Duty employees shall accumulate sick leave at a rate of Twelve (12) hours per month of continuous employment to a maximum of one thousand one hundred forty (1,440) hours or sixty (60) shifts. Captains are eligible to participate in the Village's Sick Leave Buy-Back program as provided in Section 18.6. The Village will deduct 24.00 hours of sick leave for each full shift of sick leave used.

Section 7. Section 18.8 is created to read as follows:

Section 18.8 SICK LEAVE BUY BACK FOR CAPTAINS:

Fire Captains shall be eligible to "cash in" unused sick days each year on the following basis:

Sick Days Used	Cash In
0	3
1	2
2	1
3 or more	0

"Days" as used in this section shall be considered a shift of 24.0 hours. Payment to employees of "cashed in" sick time will occur on or before August 1 of each year following the end of the preceding fiscal year. Employees may not utilize this option in their first year of employment. No sick leave buy back is permitted from accumulated sick leave.

Section 8. Section 19.2 is amended to read as follows:

Section 19.2 PERSONAL LEAVE FOR FIRE CAPTAINS:

Each fiscal year, Fire Captains shall receive twelve (12) hours of leave with pay for personal business, including medical and dental examinations. Personal Leave must be used in increments of not less than two (2) hours, unless otherwise authorized by the Chief, and cannot be accrued. Prior approval of the Chief or Assistant Chief must be obtained. Personal leave must be used in the fiscal year it is earned. Personal leave is available on a fiscal year basis, and unused leave may not be carried over from one year to the next, nor is there any compensation for unused leave at the time of termination. A new employee starting work after October 31 shall be eligible for six (6) hours of personal leave for the fiscal year in which he/she starts.

Section 9. The changes referenced in Section 1 through 8 above are considered effective May 1, 2022 and are retroactive to that date.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

PASSED: _____

APPROVED: _____

PUBLISHED: _____

APPROVED:

Mayor

ATTEST:

Village Clerk

TO: Bridget Wachtel, Village Manager
FROM: Dan Milovanovic, Assistant Public Works Director
DATE: May 2, 2022
SUBJECT: FY23 Landscape Maintenance - Contract Award



FLOSSMOOR

Included in the approved FY23 Budget is \$60,000 for Contract Landscape Maintenance. The contract landscape maintenance includes the maintenance of 43 locations which include 7.4 acres of turf, 339 ornamental and shade trees and 1732 shrubs of varying sizes in planting beds. The budget was increased to \$60,000 in FY23 from \$40,000 in FY22 after a cost analysis of our in-house landscape maintenance services revealed an opportunity to reduce costs and improve efficiencies by contracting out the maintenance for Village landscape beds. By eliminating two part-time horticulture worker positions and increasing the amount of work in the landscape maintenance contract the approximate total budget savings will be \$3,723. Expectations for the level of a contractor's performance for these services are extremely high because of our desire to achieve and maintain a well-manicured look. The ability to adjust services, tasks and address individual problems without affecting the cost is paramount due to rapidly changing turf conditions caused by variations in the weather. Also, the State's requirement for chemical application licensing and annual training, along with the need for proper equipment for large area treatment make the selection of a contractor challenging.

Services included in the contract landscape maintenance program are weed control, pest control, fertilizing, core aeration, aggressive clean up, trimming of shrubs, mechanical edging, and maintenance for the Flossmoor Garden and Sculpture Walk (Leavitt Park), and weekly grass mowing services. Also, included in this contract is monthly right-of-way mowing and weedy lot mowing (6 mowing events estimated).

The Village's FY23 Contract Landscape Maintenance project was originally bid on Wednesday, April 6, 2022. Twelve sets of bid documents were sent to selected contractors and an advertisement was placed in a local paper, which led to the receipt of two formal bids. The bids were reviewed and both were found to be incomplete. Thus, the bids were thrown out and the project was bid again on Monday, April 25, 2022. Allscape, Inc. of Romeoville, Illinois was the lowest responsible bidder. Eleven sets of bid documents were sent to selected contractors and an advertisement was placed in a local paper, which led to the receipt of three formal bids. The results were reviewed and found to comply with the requirements of the bid documents and specifications. The quantities used in the bid documents are only estimates for the purpose of securing unit prices. The amounts reflected in the bid are not guaranteed contract costs, but are a total of unit prices based on estimated quantities. For reference, the following were the bid results from the April 25, 2022, bid opening.

Contractor	Bid
Beverly Environmental LLC - Markham, IL	\$205,070
Integrity Landscaping, Inc. - Mokena, IL	\$48,850
Allscape, Inc - Romeoville, IL	\$41,390

Allscape, Inc. was the landscape maintenance contractor for fiscal years 2016, 2017, 2018 and 2019. Allscape, Inc. was a good contractor to work with and their work has always been satisfactory. They were consistently responsive to our requests and flexible with our schedule.

With the above discussion in mind, Public Works staff recommends that the Mayor and Board of Trustees award the FY23 Contract Landscape Maintenance to Allscape, Inc of Romeoville, Illinois

and authorize the Village Manager to approve expenditures up to the budgeted amount of \$60,000 in the event additional mowings are needed.

TO: Mayor Nelson and Board of Trustees
FROM: Jonathan Bogue, Assistant Village Manager
DATE: May 2, 2022
SUBJECT: Consideration of a Resolution Authorizing a License Agreement Between the Village of Flossmoor and the Homewood-Flossmoor Park District



FLOSSMOOR

The Public Art Commission has identified Leavitt Park, located at 1011 Leavitt Avenue, as a location for the placement of the piece "Jacks." The attached resolution authorizes a license agreement between the Village and the Homewood-Flossmoor Park District for the Village to maintain a piece of sculpture in Leavitt Park for a period of three years. There is a condition in the agreement that should Leavitt Park be renovated during that period, the Village is responsible for relocating the sculpture. Village Attorney Kathi Orr has reviewed the agreement, and the Park District Board approved the agreement on April 23, 2022. Village staff will work with the Park District to schedule the installation.

RESOLUTION # _____

**A Resolution Authorizing a License Agreement Between the Village of Flossmoor and the
Homewood-Flossmoor Park District ("Jacks")**

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 Homewood-Flossmoor Park District, Cook County, Illinois (the "*District*") is a park district organized under and by virtue of the laws of this State and operates Leavitt Park located at 1011 Leavitt Avenue, Flossmoor, Illinois (the "*Park*"); and,

WHEREAS, the Village and District have each determined that it is to the benefit of the community and in the best interests of those served thereby to enter into a license agreement allowing the Village to place a certain sculpture for display at the Park.

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 License Agreement between the Village of Flossmoor, Cook County, Illinois and the Homewood-Flossmoor Park District, 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.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

PASSED: _____

APPROVED: _____

PUBLISHED: _____

APPROVED:

Mayor

ATTEST:

Village Clerk

LICENSE AGREEMENT

LICENSE AGREEMENT, dated this 23rd day of April, 2022, by and between the Homewood-Flossmoor District ("District"), Licenser, and the Village of Flossmoor ("Village"). District and Village are hereinafter sometimes referred to individually as a "Party," and together as the "Parties."

Recitals

- A. The District currently owns and operates the property commonly referred to as Leavitt Park.
- B. The Village has embarked upon a project to place objects of art in public places throughout the Village.
- C. The Village has requested the District's permission to place the sculpture titled, "Jacks," as depicted in Exhibit A hereto (the "Sculpture"), in Leavitt Park.
- D. The District's Board of Park Commissioners has determined that granting the Village a license to install and maintain the Sculpture in the Leavitt Park is in the best interests of the District and its residents.

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated in this Agreement, and the terms and conditions set forth below shall be interpreted and construed in accordance therewith. All exhibits referenced herein are hereby incorporated into, and made a part of this Agreement.
2. **License Granted.** Subject to the terms and conditions of this Agreement, District hereby grants Village, and Village hereby accepts and agrees to exercise during the term of this Agreement, the following rights and privileges ("License"): non-exclusive use of a ten (10) foot by ten (10) foot plot of land at Leavitt Park (the "Licensed Premises"), for the sole and limited purpose of installing, displaying and maintaining the Sculpture. The District, in its discretion, shall have final approval of the specific location of the Licensed Premises. The Parties agree that an additional sculpture can be added to the Licensed Premises, and the Sculpture can be replaced with a substitute sculpture of comparable size and weight; provided that no additional or replacement sculptures shall be installed on the Licensed Premises without the prior written consent of the District. The Village shall install, maintain, and remove any and all additional or replacement sculptures in strict accordance with the terms and conditions of this Agreement.
3. **Term.** The initial term of this Agreement shall commence on April, 2022 ("License Commencement Date") and shall, unless terminated earlier as provided in Section 11 below, run for a continuous period of three (3) years, ending on April, 2025 ("Initial Term"), subject to the rights of the District to request removal of the Sculpture as provided in paragraph 13 hereof. This Agreement shall automatically renew for an additional three (3) years upon expiration of the Initial Term or any renewal term, unless either Party gives written notice of termination to the other Party not less than 60 days prior to the expiration of the Initial Term or any subsequent term.
4. **Installation, Removal and Restoration:** The Village shall construct an appropriate concrete base for proper display of the Sculpture; provided, that in the event the Village wishes to use a material other than concrete for the Sculpture base, it shall notify the District in advance of installation, and the District shall have the right to approve the proposed alternative material. The Sculpture and installation thereof shall meet all applicable federal, state and local laws, ordinances, codes and regulations. Village shall provide the District with not less than 10 (ten) days written notice prior to performing any installation, maintenance or removal work on the Licensed Premises. Upon termination of this License for any reason, the Village shall remove the Sculpture and any related improvements, including the base, and shall return the Licensed Premises to the condition which existed on the Effective Date. Such restoration shall be completed within thirty (30) days after the expiration of this License. In the event the Village fails to remove all materials on the Licensed Premises including but not limited to the Sculpture, the base, and any related materials, District may remove said items and Village shall be responsible to reimburse the District for the costs of removal and restoration of the Licensed Premises within thirty (30) days of Village's receipt of an invoice for same. In the event that Park renovations affect the sculpture location, the Village shall remove the sculpture at the Village's expense.

5. **Maintenance.** At all times that this Agreement is in effect, the Village shall be solely responsible to maintain and repair the Licensed Premises, including the Sculpture the base, and any related materials. The District will mow and maintain the Park and the unimproved portions of the Licensed Premises.
6. **Waiver and Release of Liability.** Village shall conduct its activities entirely at its own risk. Village acknowledges that District shall not provide any supervision, security or protection for the Sculpture or any replacement or additional sculptures. District shall not be liable or responsible for damage caused by fire, vandalism or other casualty to, or for the destruction, loss, or theft of, any vehicle, equipment, material, supply or other personal property at any time during the Agreement, except such proximately caused by the willful and wanton conduct of District. To the fullest extent permitted by the laws of the State of Illinois, Village hereby forever waives, relinquishes and discharges District, and its park commissioners, officers, employees and agents from, any and all claims of every nature whatsoever, which Village may have at any time against District, its Park Board, officers, employees and/or agents, including without limitation claims for personal injury or property damage sustained or incurred by Village or any person claiming by, through or under Village, relating directly or indirectly to the Licensed Premises, the Sculpture or the Park, except claims that involve actions proximately caused by the willful and wanton conduct of District.
7. **Indemnification and Hold Harmless.** Village hereby indemnifies and shall defend and hold harmless the District, its park commissioners, officers, employees, volunteers and agents (the "Park Indemnitees") from and against any and all suits, liabilities, claims, losses, costs, and damages suffered, incurred or sustained by any of the Park Indemnitees, including without limitation, liabilities for the death of, or injury to, any person, or the loss, destruction or theft of, or damage to, any property, to the extent relating directly or indirectly to, or arising directly or indirectly from, the exercise by Village, its employees, agents and invitees, or any other person acting on its or their behalf or with its or their authority or permission, of the obligations, rights or privileges imposed upon, or granted to, Village under this Agreement or their use of the Park or the Licensed Premises, unless as a result of the negligence of the Park District, its park commissioners, officers, employees, volunteers or agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.
8. **Insurance to be Maintained by Village.** In addition to, and without limitation of, Village's obligations under Sections 6 and 7 above, and at no cost to District, Village shall obtain and keep in full force and effect for so long as any claim relating to this Agreement may be asserted, comprehensive general liability and property damage, and business auto liability insurance written to include the coverages for not less than the minimum limits (or greater if required by law) set forth in **Exhibit B** attached hereto. Prior to commencement of any of the Licensed Uses, Village shall obtain and deliver to District a certificate of insurance naming District as an additional insured.
9. **No Property Interest** This Agreement and the License granted hereunder do not convey to, or create in favor of, Village, any legal or equitable title or property interest in whole or in part to the Park, the Licensed Premises, or any portion thereof, it being acknowledged that this Agreement is a license and not a lease and merely grants temporary and limited permission to Village to use the Licensed Premises on and subject to the terms and conditions hereof. Village expressly acknowledges and agrees that any statute or ordinance relating to landlord/tenant matters or forcible entry and detainer is not applicable to this Agreement and Village expressly waives any and all rights to which Village might otherwise be entitled under said laws.
10. **Assignment Prohibited.** Village shall not assign, transfer, or otherwise convey to any person or entity whatsoever any of its rights or duties under this Agreement, in whole or in part, or otherwise permit the use of the Licensed Premises or any portion thereof, by any person contrary to the provisions of this Agreement.
11. **Default, Termination and Remedies.**
 - A. District reserves the right to terminate the License and any and all rights and privileges hereby granted to Village under this Agreement immediately upon notice to Village in the event Village violates or fails to perform its obligations under any of the terms, conditions or provisions of this Agreement and fails to cure any such breach of this Agreement within thirty (30) days after Village's receipt of written notice of such breach. Notwithstanding the foregoing, the District reserves the right, in its sole discretion, to suspend the License until such time as Village has cured said breach or has provided the District with adequate security,

as determined by the District in its sole discretion, to cover any potential liability that may arise as a result of said breach. In the event that Village violates or fails to perform its obligations under any of the terms, conditions or provisions of this Agreement and failures to cure any such breach of this Agreement as such cure process described above may apply, District may pursue any and all legal and equitable remedies.

- B. District further reserves the right to terminate the License and this Agreement if District requires any of the Licensed Premises in furtherance of its park and recreation purposes, in which event District will give Village not less than sixty (60) days prior written notice, and in such event the Parties may, subject to the District's sole approval, relocate the Sculpture and the Licensed Premises to another location in the Park, or to another Park.
 - C. The indemnification and hold harmless obligations and all other obligations of Village accruing prior to the expiration or termination of this Agreement or the License granted Village hereunder shall survive the expiration or termination of the Agreement or License.
 - D. Neither Party shall be liable for any consequential damages incurred by the other Party.
 - E. Village may terminate this License at any time for any reason upon five (5) days prior written notice to the District. In such event Village shall, in accordance with Section 4 above, remove the Sculpture, the base, and all related materials on the Licensed Premises, and restore the Licensed Premises to the condition that existed on the Effective Date.
12. **Notices.** Notices shall be deemed properly given on the date received if given in writing and either (a) hand delivered; or (b) sent by facsimile transmission before 5:00 pm; or (c) sent by email before 5:00pm; or (d) sent by registered or certified mail, return receipt requested, and such notice is hand delivered or sent to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time. Notices sent only by mail shall be deemed delivered the second business day after deposit in the mail. Notices sent by fax or email after 5:00pm shall be deemed delivered on the first day after transmission.

If to Village:

Bridget Wachtel
Village Manager
2800 Flossmoor Road
Flossmoor, Illinois 60422
Email: bwachtel@flossmoor.org
Phone: 708.335.5412

If to District:

Debbie Kopas
Executive Director
3301 Flossmoor Road
Flossmoor, Illinois 60422
Email: dkopas@hfparks.com
Phone: 708.957.0300 x1111

13. **Request of the District to Remove the Sculpture.** Notwithstanding any provision hereinabove set forth, in the event the District undertakes a renovation of Leavitt Park and determines in its sole discretion that the Sculpture and the concrete base upon which it stands would interfere with such renovation, the Village agrees to remove the Sculpture and concrete base within sixty (60) days of receipt of a prior written notice.

IN WITNESS WHEREOF, the District and the Village have executed this Agreement on the date first above written.

VILLAGE OF FLOSSMOOR

By:

Michelle I. Nelson, Mayor

Attest:

Village Clerk

**HOMEWOOD-FLOSSMOOR PARK
DISTRICT**

By:



Debbie Kopas, Executive Director

Attest:

Exhibit A

Sculpture

Jason Verbeek, Jacks

- *The proposed location is Leavitt Park at the intersection of Leavitt and Central. This sculpture would require approval from the HF park district.*
- *Dimensions: 8x8' 4x4' 2x2'*
- *Made of corten steel*



FLOSSMOOR

*Exhibit B**Insurance*

The Village shall keep in force at all times during the Initial Term of this Agreement and any renewal term, public liability insurance, including bodily injury and property damage with limits of not less than \$2,000,000 per occurrence Prior to commencement of the Initial Term, the Village shall provide the Park District with a Certificate of Insurance showing the required coverage in accordance with this Section.

TO: Bridget Wachtel, Village Manager
FROM: Dan Milovanovic, Assistant Public Works Director
DATE: May 2, 2022
SUBJECT: FY23 Janitorial Maintenance - Contract Award



FLOSSMOOR

Included in the approved FY23 Budget is \$40,000 for Contract Janitorial Maintenance. The purpose of this contract is to maintain the overall appearance and cleanliness of the Village Hall Complex and Public Works Service Center. The maintenance includes the general cleaning and deep cleaning at the Village Hall Complex and Public Works Service Center. Prior to the COVID-19 pandemic, the cleaning would occur three times a week at the Village Hall Complex and two times a week at the Public Works Service Center. In order to limit the possible spread of the virus and other illnesses we have increased the number of Village Hall cleanings so that the facility is cleaned every day and a deeper thorough clean is performed once a week over the weekend. The budget was increased to \$40,000 in FY23 from \$21,216 in FY22 to account for these additional cleanings.

Before hiring our current contractor, Country Club Cleaning, Inc., the Village experienced several years of dissatisfaction with the low bidders that were awarded the janitorial maintenance contract. Companies with the low bid cut corners resulting in a number of management problems, not to mention unclean buildings. Due to poor performance, the Village terminated the contract of its last poor performing janitorial maintenance contractor in 2012. During the termination process, the Village searched for a replacement cleaning contractor to continue the contract to the end of the fiscal year. This search resulted in the hiring of Country Club Cleaning, Inc. of Tinley Park, Illinois who came highly recommended and to date, our experience with them has been satisfactory, and the working relationship has been good.

When the contract was below \$25,000, we did not need Board approval. Now, with the expanded scope of services the Board must approve the contract. This work would be typically bid as described above, but given the satisfaction with the current vendor, the fact that our pricing has been held and we are currently in an inflationary market, staff recommends waiving the bid process which should be done in the form of a resolution.

With the above information in mind, Public Works recommends that the Mayor and Board of Trustees waive the sealed bid process and award a contract for the FY2023 Janitorial Maintenance Contract to Country Club Cleaning, Inc. of Tinley Park, Illinois, in the amount of \$40,000.

RESOLUTION # _____
A RESOLUTION OF THE VILLAGE OF FLOSSMOOR, COOK COUNTY, ILLINOIS, APPROVING AN AGREEMENT BY AND BETWEEN THE VILLAGE OF FLOSSMOOR AND COUNTRY CLUB CLEANING SERVICE

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, Country Club Cleaning of Tinley Park, Illinois, has provided cleaning services to Village facilities since 2012; and,

WHEREAS, due to the COVID-19 pandemic, such services were expanded to provide additional days of service and deep cleaning including the washing of places and equipment frequently touched; and,

WHEREAS, the Village has determined that the expanded services should be continued with Country Club Cleaning for an additional year due to the excellent services which have been provided without advertising for bids as permitted by Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*), if authorized by two-thirds (2/3rds) vote of the Board of Trustees.

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 all of the recitals set forth above are incorporated herein as if fully restated in this Section 1.

Section 2: That the Village of Flossmoor hereby approves an extension of its Agreement with Country Club Cleaning to provide the cleaning services as outlined on Exhibit A attached hereto through April 30, 2023.

Section 3: That this Resolution shall be in full force and effect upon its passage by a vote of 2/3rds of the Board of Trustees and approval as provided by law.

Passed this _____ day of _____, 2022.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

PASSED: _____

APPROVED: _____

PUBLISHED: _____

APPROVED:

Mayor

ATTEST:

Village Clerk

SCOPE OF WORK

The Village of Flossmoor expects PRESTIGE custodial services for the Village of Flossmoor facilities. PRESTIGE defined as;

To be cleaned even in the absence of visible dust, trash, fingerprints, etc.

1. The premises making up the working areas of this contract shall be known as the NAMED AREAS, defined as:

Entrances, general and private offices, conference rooms, meeting rooms, court rooms, lunchrooms, prisoner cells, stairways, computer rooms, communication rooms, and restrooms.

2. The services shall be performed according to the scheduled frequency and at the specified time at each of the following locations:

Location/Address	Services	Frequency	Day	Time
Village Hall Complex 2800 Flossmoor Road	General	3x Weekly	MWF	6pm – 7am
Public Works Service Center 1700 Central Park Avenue	General	2x Weekly	TTH	4pm – 6 am

3. These services are to be furnished according to the scheduled frequency and the specified time at each of the locations listed unless otherwise stated in this contract or directed by a representative of client.

SPECIFICATIONS OF WORK

These services are to be furnished according to the scheduled frequency and the specified time at each of the locations listed unless otherwise stated in the contract or directed by a representative of the CLIENT.

General Maintenance	Frequency
Empty all waste containers, replace liners as needed	Daily
Empty all paper and aluminum recycle bins and empty in designated areas	Daily
Clean and sanitize drinking fountains	Daily
Clean all coffee areas in buildings	Daily
Clean all sink and cabinets in all kitchen areas and office areas	Daily
Wet wipe tables, chairs in lunch room areas	Daily
Wash counter tops	Daily
Wash fingerprints and smudges from doors, frames and light switches	Daily
Wash surrounding walls by garbage cans	Weekly
Dust furniture and fixtures	Weekly
Dust horizontal surfaces reachable	Weekly
Wash smudges and dirt from desks and file cabinets	Weekly
Spot clean walls	Weekly
Clean and organize janitorial closets; replace mop heads	Monthly
Clean both sides of inside doors	Monthly
Floors	
Dust mop all non-carpeted floors - wall-to-wall	Daily
Damp mop all non carpeted floors - wall-to-wall	Daily
Vacuum all carpeted floors from wall-to-wall	Daily
Detailed cleaning of all stairs and entrance ways	Weekly
Glass	
Clean entrance glass	Daily
Clean partition glass	Weekly
Clean all mirrors	Weekly
Clean blinds	Monthly
Clean all interior windows	Quarterly
Clean inside portion of exterior windows	Quarterly
Restrooms/Locker Rooms	
Clean and sanitize toilets, urinals, wash basins, and showers	Daily
Clean partitions	Daily
Sanitize door knobs and hand basins	Daily
Refill soap, towel and tissue dispensers	Daily
Clean all glass and mirrors	Daily
Sweep, damp mop, and sanitize hard floor	Daily
Empty all containers and disposals and insert liners	Daily
Clean exercise room in Police Department	Daily
Spot clean walls	Weekly
Wipe down lockers	Monthly
Cells and Holding Areas (When not occupied) Police Department Only	
Mop floors, clean walls, clean and sanitize toilets	Daily
Dust mop, sweep or vacuum floors wall-to-wall	Daily
Clean and sanitize mattresses	Weekly

SP-1

Village of Flossmoor Duties for Regular Cleaning, Covid Cleaning and Deep Cleaning

In addition to the normal scope of work, we have added Deep Cleaning on a WEEKLY basis since we were requested to increase cleaning due to Covid. Here is a list of duties we provide each week:

Village Hall Levels 1, 2 and 3:

Regular Cleaning on Mon/Wed/Friday as per contract.

- Weekend Deeper Cleaning duties.
- As needed Monthly and Quarterly duties
- Emphasis on rust/buildup/fixtures
- *Covid cleaning of same areas on Sun/Tues/Thurs.

Police levels 1 and 2:

Regular Cleaning on Mon/Wed/Friday as per contract.

- Weekend Deeper Cleaning duties.
- As needed Monthly and Quarterly duties
- Emphasis on rust/buildup of fixtures.
- *Covid cleaning of same areas on Sun, Tues, Thurs.

Fire Department Levels 1 and 2:

Regular Cleaning on Mon/Wed/Friday as per contract.

- Cleaning of Offices, Reading Area, Bathrooms, Control Deck, Locker Rooms, Hallways, Breakroom, Conference Room, as per normal scope of work
- As needed Monthly and Quarterly duties

Department of Public Works:

Tues/Thur Cleaning of Entry Area, Offices, Bathrooms, Hallway, and Breakroom as per contract.

Gun Range:

- Cleaning of Gun Cleaning Room, Control area, Lobby (Following verbal request per Police Dept.)

"Covid cleaning"* includes washing **Anything that may be touched:***

All handles, switches, countertops, keyboards, phones, staplers/hole punches, printers, etc.

Deeper Cleaning includes:

Cleaning of work stations-

- Moving more things around and attempting the unreachable areas due to paperwork etc. in order to disinfect.
- Attempts made to use more force to remove calcium buildup, rust, etc.



Approval of the Minutes of the Regular Meeting Held on April 18, 2022

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



FLOSSMOOR

**Approval of the Minutes of the Executive Session Meeting Held on February 7,
2022 and Consideration to Hold Them Confidential**



FLOSSMOOR

**Approval of the Minutes of the Executive Session Meeting Held on March 21,
2022 and Consideration to Hold Them Confidential**



FLOSSMOOR

**Approval of the Minutes of the Executive Session Meeting Held on April 4, 2022
and Consideration to Hold Them Confidential**

TO: Bridget Wachtel, Village Manager
FROM: John Brunke, Public Works Director
DATE: May 2, 2022
SUBJECT: Contract Award to Gallagher Asphalt Corporation for the 2022 Street Rehabilitation Project



On April 4, 2022, the Village Board rejected bids for the 2022 Street Rehabilitation Project, due to the bids coming in over our available budget. Public Works Staff then worked with our consultant, Milhouse Engineering, to reduce the proposed scope of work to a value of approximately \$2.2M. Below are the street sections that were selected in this revised scope of work.

- Ballantrae Way (Crawford Ave. to Tiree Ct.)
- Braeburn Ave. (Flossmoor Rd. to Butterfield Rd.)
- Douglas Ave. (Flossmoor Rd. to Maryland Ave.)
- Evans Rd. (Carroll Parkway to Flossmoor Rd. & Evans Rd. to Hutchison Rd.)
- Sterling Ave. (Heather Rd. to Park Dr.)
- Springfield Ave. (Flossmoor Rd. to 189th St.)
- 189th St. (Crawford Ave. to Hamlin Ave.)
- Tina Ln. (Dixie Hwy. to North End)

On Monday, April 25, bids were opened for the revised project. Attached for your reference is a bid tab and letter of recommendation from Milhouse Engineering. The following is a summary of the bids received.

Contractor	Bid Total
Gallagher Asphalt Corp.	\$2,007,777.77
D Construction, Inc.	\$2,017,506.50
M&J Underground, Inc.	\$2,069,500.44
K-Five Construction, Inc.	\$2,290,053.52
<i>Engineer's Estimate</i>	<i>\$2,218,234.87</i>

The lowest responsible bid was received from Gallagher Asphalt Corp. Gallagher Asphalt has worked for the Village in the past, and their work has always been excellent. There is also sufficient fund balance in the 2021 Streets and Storm Sewer Improvement Fund for this project. Once this project is complete this season, Staff will review what funds are available for next year to see if we can do another phase of street rehabilitation in the 2023 construction season.

With the above discussion in mind, Public Works Staff is recommending that the Mayor and Village Board of Trustees award a contract to Gallagher Asphalt Corporation of Thornton, IL in the not-to-exceed amount of \$2,007,777.77.

Flossmoor Village Hall
2800 Flossmoor Road
Flossmoor, IL 60422

Mayor Michelle Nelson,

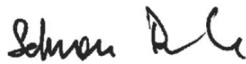
Bids for the rebidding of the 2022 Street Rehabilitation Project were opened and read on Monday, April 25, 2022 at 10 am. There were four bids received for this project, and the results are listed below.

Company:	Bid Total:
Gallagher Asphalt Co.	\$ 2,007,777.77
"D" Construction, Inc.	\$ 2,017,506.50
M & J Underground, Inc.	\$ 2,069,500.44
K-Five Construction, Inc.	\$ 2,290,053.52

Gallagher Asphalt Co. submitted the lowest bid. The contract documents submitted were found to be complete and satisfactory. Gallagher Asphalt Co. is known as a reputable contractor and has performed satisfactory work on similar projects in the Chicagoland area.

It is our recommendation that the Village accept this bid and award the contract to Gallagher Asphalt Co. in the amount of \$2,007,777.77.

Sincerely,



Salmon Danmole, P.E.

Attachment: 21-1045_LOR_20220427 (2022 Street Rehab Contract Award)

Village of Flossmoor
2022 Street Rehabilitation Program
Bid Tabulation
Milhouse Engineering and Construction, Inc.
4/26/2022

ITEM NO.	ITEM NAME	UNIT	QUANTITY	ENGINEER'S ESTIMATE		GALLAGHER ASPHALT CO.		"D" CONSTRUCTION, INC.		M & J UNDERGROUND, INC.		K-FIVE CONSTRUCTION CO.	
				COST	TOTAL COST	COST	TOTAL COST	COST	TOTAL COST	COST	TOTAL COST	COST	TOTAL COST
1	BITUMINOUS MATERIALS (TACK COAT)	POUND	31,477	\$ 0.01	\$ 314.77	\$ 0.01	\$ 314.77	\$ 0.01	\$ 314.77	\$ 0.01	\$ 314.77	\$ 0.01	\$ 314.77
2	POLYMERIZED LEVELING BINDER (MACHINE METHOD), IL-4.75, N50	TON	1,961	\$ 113.00	\$ 221,593.00	\$ 118.00	\$ 231,398.00	\$ 113.35	\$ 222,279.35	\$ 115.00	\$ 225,515.00	\$ 140.00	\$ 274,540.00
3	HMA SURFACE COURSE, MIXTURE "D", IL-9.5, N50	TON	4,574	\$ 76.00	\$ 347,624.00	\$ 79.00	\$ 361,346.00	\$ 87.35	\$ 399,538.90	\$ 86.00	\$ 393,364.00	\$ 103.00	\$ 471,122.00
4	P.C.C. SIDEWALK, 5 INCH	SQ FT	65,972	\$ 9.15	\$ 603,643.80	\$ 7.75	\$ 511,283.00	\$ 8.55	\$ 564,060.60	\$ 7.35	\$ 484,894.20	\$ 6.75	\$ 445,311.00
5	DETECTABLE WARNINGS	SQ FT	712	\$ 25.60	\$ 18,227.20	\$ 19.50	\$ 13,884.00	\$ 38.50	\$ 27,412.00	\$ 17.00	\$ 12,104.00	\$ 19.00	\$ 13,528.00
6	HOT-MIX ASPHALT SURFACE REMOVAL, 2.5"	SQ YD	46,627	\$ 2.40	\$ 111,904.80	\$ 2.35	\$ 109,573.45	\$ 1.26	\$ 58,750.02	\$ 3.10	\$ 144,543.70	\$ 3.25	\$ 151,537.75
7	SIDEWALK REMOVAL	SQ FT	65,857	\$ 1.90	\$ 125,128.30	\$ 2.05	\$ 135,006.85	\$ 1.87	\$ 123,152.59	\$ 2.25	\$ 148,178.25	\$ 2.00	\$ 131,714.00
8	CLASS D PATCHES, 5 INCH	SQ YD	5,707	\$ 15.00	\$ 85,605.00	\$ 15.00	\$ 85,605.00	\$ 39.00	\$ 222,573.00	\$ 15.00	\$ 85,605.00	\$ 16.00	\$ 91,312.00
9	STRUCTURES TO BE ADJUSTED	EACH	148	\$ 530.00	\$ 78,440.00	\$ 600.00	\$ 88,800.00	\$ 500.00	\$ 74,000.00	\$ 600.00	\$ 88,800.00	\$ 600.00	\$ 88,800.00
10	CATCH BASINS TO BE RECONSTRUCTED	EACH	50	\$ 850.00	\$ 42,500.00	\$ 850.00	\$ 42,500.00	\$ 1,200.00	\$ 60,000.00	\$ 0.01	\$ 0.50	\$ 1,085.00	\$ 54,250.00
11	FRAMES AND GRATES, TYPE 3	EACH	50	\$ 540.00	\$ 27,000.00	\$ 525.00	\$ 26,250.00	\$ 500.00	\$ 25,000.00	\$ 500.00	\$ 25,000.00	\$ 500.00	\$ 25,000.00
12	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	51	\$ 350.00	\$ 17,850.00	\$ 350.00	\$ 17,850.00	\$ 450.00	\$ 22,950.00	\$ 325.00	\$ 16,575.00	\$ 325.00	\$ 16,575.00
13	HMA DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT	SQ YD	1,049	\$ 81.00	\$ 84,969.00	\$ 80.00	\$ 83,920.00	\$ 30.00	\$ 31,470.00	\$ 79.00	\$ 82,871.00	\$ 83.00	\$ 87,067.00
14	PCC DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT	SQ YD	86	\$ 84.00	\$ 7,224.00	\$ 76.00	\$ 6,536.00	\$ 66.00	\$ 5,676.00	\$ 72.00	\$ 6,192.00	\$ 72.00	\$ 6,192.00
15	SPECIALTY DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT	SQ YD	12	\$ 250.00	\$ 3,000.00	\$ 200.00	\$ 2,400.00	\$ 300.00	\$ 3,600.00	\$ 200.00	\$ 2,400.00	\$ 200.00	\$ 2,400.00
16	CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	3,545	\$ 40.00	\$ 141,800.00	\$ 44.50	\$ 157,752.50	\$ 42.35	\$ 150,130.75	\$ 40.00	\$ 141,800.00	\$ 40.00	\$ 141,800.00
17	COMMERCIAL DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	231	\$ 93.00	\$ 21,483.00	\$ 95.00	\$ 21,945.00	\$ 93.50	\$ 21,598.50	\$ 90.00	\$ 20,790.00	\$ 90.00	\$ 20,790.00
18	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1	\$ 279,926.00	\$ 279,926.00	\$ 92,263.20	\$ 92,263.20	\$ 0.01	\$ 0.01	\$ 190,553.00	\$ 190,553.00	\$ 240,000.00	\$ 240,000.00
19	TRAFFIC CONTROL AND PROTECTION, STANDARD 701502	L SUM	1	\$ 1.00	\$ 1.00	\$ 17,500.00	\$ 17,500.00	\$ 5,000.00	\$ 5,000.00	\$ 0.01	\$ 0.01	\$ 26,000.00	\$ 26,000.00
20	TRAFFIC CONTROL AND PROTECTION, STANDARD 701606	L SUM	1	\$ 1.00	\$ 1.00	\$ 1,650.00	\$ 1,650.00	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01	\$ 1,800.00	\$ 1,800.00
					\$ 2,218,234.87			\$ 2,007,777.77			\$ 2,017,506.50	\$ 2,069,500.44	\$ 2,290,053.52

Attachment: 21-1045_Bid Tab 2 (2022 Street Rehab Contract Award)

TO: Bridget Wachtel, Village Manager
FROM: Scott Bugner, Building and Zoning Administrator
DATE: May 2, 2022
SUBJECT: Amendments to the Building Code Regulating
Swimming Pools



During the March 21, 2022 meeting of the Board of Trustees, a discussion was held regarding swimming pools and whether the Village should permit aboveground swimming pools. At the close of that discussion the Mayor and Board of Trustees directed staff to provide proposed regulations that could be considered by the Board.

Staff has reviewed the regulations of several local municipalities and has drafted the proposed attached amendments to Chapter 33 of The Flossmoor Building Code that if adopted would establish regulations which would permit aboveground swimming pools. The proposed regulations are generally similar to those of other municipalities with some exceptions mainly related to fencing, permitting and inspections.

Should the Mayor and Board of Trustees recommend that Chapter 33 of the Flossmoor Building Code be amended to permit aboveground swimming pools, staff would then proceed with drafting an ordinance to be considered at a future meeting.

In addition, if the Mayor and Board recommend the proposed amendments to Chapter 33, swimming pools would remain as special uses under the provisions of the Flossmoor Zoning Ordinance.

SECTION 33

33.0 Swimming Pools

33.1 General

No swimming pool shall be constructed without a building permit having first been issued for such construction.

33.1.1 Code Conformance

All swimming pools shall be installed and maintained in conformance with this Code and the International Swimming Pool and Spa Code and all other applicable codes and standards as adopted by the Village.

33.2 Definitions

33.2.1 Swimming Pool

The term "Swimming Pool" shall mean an artificial pool of water, more than one and a half feet (18") deep at any point, intended to be used for swimming or bathing.

33.2.2 Residential Swimming Pool

The term "residential pool" shall mean a swimming pool that is accessory to a residential setting designed and available to the household and its guests.

33.2.3 Public Swimming Pool

The term "public pool" shall mean a swimming pool that is intended to be used for swimming or bathing and is operated by an owner, lessee, operator, licensee or concessionaire, regardless of whether a fee is charged for use and shall be further classified and defined in accordance with the International Swimming Pool and Spa Code as adopted from time to time.

33.2.4 Aboveground Residential Swimming Pool

The term "aboveground pool" shall mean a swimming pool constructed partially or entirely above natural grade that can be disassembled for storage or transport. This includes portable pools that achieve their structural integrity by means of uniform shape, a support frame or a combination thereof, and that can be disassembled for storage or relocation.

33.2.5 Inground Residential Swimming Pool

The term "inground pool" shall mean a swimming pool permanently constructed entirely below ground level (natural grade).

33.3 Location of Pools

Swimming pools shall be located on lots in accordance with the Zoning Code of the Village and shall be located only in rear yards and not nearer than ten (10) feet of a side or rear lot line or the minimum setback required for accessory uses in the zoning district in which it is located, whichever is greater. Pool equipment shall not be located within ten (10) feet of a side or rear lot line or the minimum setback required for the zoning district in which it is located, whichever is greater. A swimming pool shall not be located within ten (10) feet of any structure other than an approved deck. No swimming pool shall be within ten (10) feet horizontally of overhead electrical conductors,

nor above the immediate area of underground electrical conductors and otherwise in accordance with Table 680.9 (A) of the National Electrical Code.

33.4 Certification of Plans and Specifications

All plans and specifications for inground swimming pools shall be made by and certified, sealed and signed by a Registered Architect or a Registered Professional Engineer or Registered Structural Engineer currently registered in the State of Illinois. Specifications shall include pumps, filters, skimmer sizes, makes, capacity, etc.

33.5 Permit Fees for Pool Construction

Building Permit and inspection fees shall be the same as those specified for buildings and shall be based on the total cost of construction of the pool, accessory buildings and appurtenances. In addition to the fees required above, there shall be Electrical Permit and inspection fees and when required, Plumbing Permit and inspection fees. Permit and inspection fees shall be that which is prescribed in Chapter 150 of the Flossmoor Municipal Code.

33.6 Application for Permits

Permits for new construction shall be accompanied by plans in complete detail.

1. Completed building permit application, indicating:
 - The size and depth of the swimming pool.
 - Whether inground or aboveground.
 - Fence details (six-foot non-scalable fence required. Above ground pools require an approved privacy fence).
2. Copy of a plat of survey indicating the following:
 - Proposed location of the swimming pool.
 - Proposed location of pool pump, filtration and heating equipment.
 - Distance from the property lines, the house and any accessory structures.
 - Location of any overhead and underground electric lines.
3. A copy of the swimming pool ordinance signed by the responsible person for the swimming pool.
4. If a deck will be constructed around the pool, a framing plan shall be submitted which includes construction details and materials to be used. (A separate building permit shall be required).
5. Type and size of pool heater, if provided.
6. Pool lay-out showing surface skimmers, inlets and location of each (inground pools).
7. Rated capacity of pool pump in G.P.M. at the designed head. Size and type of motor and pump.
8. Water make-up (water replacement method).
9. Electrical plans shall be complete in detail and show all wiring, bonding, and grounding as required by the current edition of Art. 680 National Electrical Code covering swimming pools, fountains and similar installations.

33.7 Design and Construction

- A. Aboveground Residential Swimming Pools.
Aboveground pools shall be designed and constructed in conformance with ANSI/APSP/ICC-4 and the International Swimming Pool and Spa Code.
- B. Inground Residential Swimming Pools.
Aboveground pools shall be designed and constructed in conformance with ANSI/APSP/ICC-5 and the International Swimming Pool and Spa Code.
- C. Public Swimming Pools.
Public swimming pools shall be designed and constructed in conformance with ANSI/APSP/ICC-1 and the International Swimming Pool and Spa Code.
- D. Entrapment Device Protection for Suction Outlets.
Suction outlets shall be designed and installed in accordance with APSP-7 and Section 310 of the International Swimming Pool and Spa Code.
- E. Circulation Systems.
Circulation systems shall be designed and installed in accordance with Section 311 of the International Swimming Pool and Spa Code.
- F. Filters
Swimming pool filter shall be designed in accordance with Section 312 of the International Swimming Pool and Spa Code.
- G. Pumps and Motors.
Swimming pool pumps and motors shall be and installed in accordance with Section 313 of the International Swimming Pool and Spa Code.
- H. Return and Suction Fittings.
Return and suction fittings shall be designed and installed in accordance with Section 314 of the International Swimming Pool and Spa Code.
- I. Skimmers.
Swimming pool skimmers shall be designed and constructed in accordance with Section 315 of the International Swimming Pool and Spa Code.
- J. Heaters.
Swimming pool heaters shall be listed and labeled and designed and constructed in accordance with Section 316 of the International Swimming Pool and Spa Code, the International Fuel Gas Code, the International Mechanical Code, the Illinois Energy Conservation Code, the National Electrical Code, and the manufacturer's specifications.
- K. Ladders, Recessed Treads and Handrails.
Swimming pool ladders, recessed treads and handrails shall comply with Section 322 of the International Swimming Pool and Spa Code.
- L. Handholds.
Swimming pool handholds shall comply with Section 323 of the International Swimming Pool and Spa Code.

33.8 Pools in Flood Hazard Areas

Pools located in flood hazard areas including aboveground pools and inground pools shall follow The provisions of Section 304 of the International Swimming Pool and Spa Code.

33.9 Size and Depths of Pools

A pool may be any shape and dimension provided it meets all other requirements of this Code and the Zoning Code.

33.10 Walks Around Pools – Exterior Inground Pools

A non-slip area, 4' wide pitched away from the pool edge shall be provided to extend entirely around the pool, except at diving board area where the walk area shall be 6' wide. The walk area shall be concrete, or other water-resistant material that is easily cleaned.

33.11 Walks Around Pools – Interior Inground Pools

Walk areas shall be a minimum of 3' wide at sides of pool and not less than 6' at deep end of pool, exclusive of areas provided for equipment.

33.12 Fences/Barriers

A fence or wall shall be erected to completely surround exterior pools. The fence or wall shall be of "non-climbable" type as an effective barrier to small children and be six feet (6'0") high. Gates shall be equipped with self-closing and self-latching hardware with key-locking devices placed at the top of the gate. Openings in the barrier shall not allow the passage of a four (4) inch sphere. Solid barriers which do not have openings shall not have indentations or protrusions, except for normal construction tolerances. Fences surrounding an inground pool shall be of a privacy type designed to provide a buffer from neighboring properties and the public. Where a wall of a dwelling serves as part of the barrier, one of the following conditions shall be met:

- A. The pool shall be equipped with a powered safety cover in compliance with ASTM F 1346;
- B. Doors with direct access to the pool through that wall shall be equipped with an alarm which produces an audible warning when the door and/or its screen, if present, are opened. The alarm shall be labeled and listed in accordance with UL 2017. The deactivation switches shall be located at least 54 inches above the threshold of the door; or
- C. Other means of protection, such as self-closing doors with self-latching devices, which are approved by the governing body, shall be accepted as long as the degree of protection afforded is not less than the protection afforded by item A. or B. above.

33.13 Drainage of Pools

Where pools are so located that pool water cannot be discharged into a storm sewer, leaching pit or natural drainage water course, the pool will be pumped into a carrier which shall dispose of the water into a natural water course. Pools shall not be drained during periods of heavy rain or flooding.

33.14 Subsoil Drainage

All interior swimming pools shall have a 4" subsoil perforated drainage line the entire periphery of the pool. This drainage shall dump into a storm sewer or surface water swale as directed by the Plumbing Inspector.

33.15 Water Supply

Water supply shall be obtained from a potable source. Where the water supply is obtained from the Village water system, a backflow preventer dual check valve shall be installed at the building water meter.

33.16 Lighting

Artificial lighting of all outdoor residential swimming pool areas shall be shielded and shaded so that no measurable light extends beyond the immediate area of the pool and by no means extends beyond lot lines.

33.17 Nuisance

No swimming pool shall be used, kept, maintained or operated in the Village if such use, maintenance or operation shall be the occasion of any nuisance, danger of life, or detriment to health.

33.18 Inspection

- A. **Request by Owner.** The owner of every swimming pool shall request an inspection of the pool by the Village during the thirty (30) days following May 1 of each that an inspection is required or within ten (10) days of placing the pool in operation for each year an inspection is required, whichever occurs earliest.
- B. **Periodic Inspection.** The Village shall inspect all swimming pools upon installation and annually, except when a pool has been found to be in compliance with the code, subsequent inspections shall be scheduled on a biennial basis.
- C. **Authority to Inspect and Close.**
 - 1. If the Village has reasonable cause to believe that any swimming pool does not meet the operational requirements of this code, the code enforcement official shall be authorized to inspect such swimming pool.
 - 2. If the code enforcement official finds that the operation of such pool does not meet the operational requirements of this code, or that such operation endangers the Village water distribution system or sanitary sewer collection systems, the code enforcement official may direct that the pool be closed until such time as the requirements of this code are met or the danger has been corrected. It shall be a violation of this code to deny access to the pool to the code enforcement official between the hours of 9:00 a.m. and 5:00 p.m.
- D. **Inspection Fee.**
There shall be a \$30.00 fee imposed for the initial inspection. Where the swimming pool has been found to be in compliance with the code, there shall be no fee imposed for the subsequent biennial inspection. The fee for a re-inspection for a swimming pool that fails to meet the code shall be the re-inspection fee prescribed in Chapter 150 of the Flossmoor Municipal Code for building inspections.

33.19 Final Instructions

It is the responsibility of the installing contractor to instruct the owner as to the proper maintenance and operation of the pool system.