



PUBLIC NOTICE

IN ACCORDANCE WITH THE APPLICABLE STATUTES OF THE STATE OF ILLINOIS AND ORDINANCES OF THE CITY OF PROSPECT HEIGHTS, NOTICE IS HEREBY GIVEN THAT

**THE REGULAR COUNCIL MEETING
OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS
WILL BE HELD ON MONDAY, SEPTEMBER 25, 2017 AT 6:30 P.M.**

**IN THE COUNCIL CHAMBERS, PROSPECT HEIGHTS CITY HALL,
8 NORTH ELMHURST ROAD, PROSPECT HEIGHTS, ILLINOIS
MAYOR NICHOLAS J. HELMER PRESIDING**

**DURING WHICH MEETING IT IS ANTICIPATED THERE WILL BE DISCUSSION AND
CONSIDERATION OF AND, IF SO DETERMINED, ACTION UPON
THE MATTERS CONTAINED IN THE FOLLOWING:**

- 1. CALL TO ORDER**
- 2. ROLL CALL FOR QUORUM**
- 3. PLEDGE OF ALLEGIANCE** – Led by Alderman Messer
- 4. INVOCATION** – Led by Betty Cloud – parishioner at St. Alphonsus Ligouri Church
- 5. APPROVAL OF MINUTES**
 - A.** September 11, 2017 Regular Workshop Meeting Minutes
 - B.** August 28, 2017 Executive Session Minutes but not for public release
- 6. PRESENTATION**
 - A.** Rob Roy Donation Presentation to the Prospect Heights Police Department and Prospect Heights Fire Protection District
 - B.** Presentation of Lake Claire Drainage Study by John Briggs of Gewalt Hamilton Engineering
 - C.** Presentation of Pavement Assessment Report by John Briggs of Gewalt Hamilton Engineering

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

7. APPOINTMENTS/CONFIRMATIONS AND PROCLAMATIONS

A. Appointment of Bruce Mellen to Plan Commission Zoning Board of Appeals

8. CITIZEN CONCERNS AND COMMENTS (agenda matters)

9. STAFF, ELECTED OFFICIALS, and COMMISSION REPORTS

A. Chicago Executive Airport Monthly Update by CEA Director Betty Cloud

B. Police/Fire Commission Report by Commissioner Joe Fiorito

10. CONSENT AGENDA - All items listed on the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from the general order of business and considered after all other Agenda items.

11. OLD BUSINESS

A. O-17-21 Staff Memo and Ordinance for a Special Use Permit for a Sit Down Restaurant at 5 South Wolf Road, Ruben's Bar and Grill **(2nd Reading)**

B. O-17-22 Staff Memo and Ordinance for Driveway Variance at 697 Glendale Drive **(2nd Reading)**

12. NEW BUSINESS

A. R-17-10 Resolution and Engineering Services Agreement with Gewalt Hamilton Engineering for 2017 Drainage Improvements

B. O-17-23 Staff Memo and Ordinance Approving a Text Amendment to Sections 5-2-2 Definitions and 5-6-1A Permitted Uses in the Single Family Residential District **(1st Reading)**

C. O-17-24 Staff Memo and Ordinance Establishing a Vacant and Foreclosed Property Registration Program **(1st Reading)**

D. R-17-11 Resolution and Agreement with Property Registration Champions, LLC to manage the vacant, foreclosed and abandoned properties registration program

13. DISCUSSION/SELECTION OF TOPICS FOR THE UPCOMING WORKSHOP MEETING, ITEMS LISTED PREVIOUSLY:

A. Discussion of Commercial Truck Parking Regulations

B. Review of City Liquor Code

C. Discussion of Intergovernmental Agreement for Chicago Executive Airport

D. Discussion of Plaza Drive

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14. APPROVAL OF WARRANTS

A. Approval of Expenditures

General Fund	\$132,926.83
Motor Fuel Tax Fund	\$0.00
Palatine/Milwaukee Tax Increment Financing District	\$150.25
Tourism District	\$819.01
Development Fund	\$0.00
Drug Enforcement Agency Fund	\$108.65
Solid Waste Fund	\$120.55
Special Service Area #1	\$473.02
Special Service Area #2	\$348.25
Special Service Area #3	\$1,120.87
Special Service Area #4	\$239.81
Special Service Area #5	\$207.15
Special Service Area #8 – Levee Wall #37	\$491.55
Special Service Area-Constr #6 (Water Main)	\$0.00
Special Service Area- Debt #6	\$110.38
Road Construction	\$0.00
Road Construction Debt	\$132.95
Water Fund	\$29,207.53
Parking Fund	\$596.08
Sanitary Sewer Fund	\$4,424.47
Road/Building Bond Escrow	\$8,618.00
Police Pension	<u>\$667.16</u>
TOTAL	\$180,762.51

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Wire Payments

9/15/2017 PAYROLL POSTING

\$142,861.54

TOTAL WARRANT

\$323,624.05

- 15. RESIDENT COMMENTS** (Non-agenda matters)
- 16. EXECUTIVE SESSION**
- 17. ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED**
- 18. ADJOURNMENT**

Posted: by Karen Schultheis by 5:00PM, September 21st, 2017

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**CITY OF PROSPECT HEIGHTS BOARD
AND COMMITTEE INTEREST FORM**

Name: **Bruce A. Mellen**

Home Address: _____

Home Telephone Number: _____

Email Address: _____

Business Address, and Phone Number: _____

I am interested in serving on the following board or commission:

_____ Chicago Executive Airport Board

_____ McDonald Creek Commission

X _____ Planning/Zoning Board

_____ Police/Fire Commission

_____ Police Pension Board

_____ Natural Resources Commission

_____ Water Committee

Please include resume if available.

Educational Background: **B.S. in Civil Engineering, University of Illinois at Chicago**

Licensed Professional Engineer

Service with other City organizations: **Co-Author of Illinois State Standards for
Sewer and Watermain Construction in Illinois, 7th Edition**

Special Skills: **I currently work in Land Development, I have extensive construction background**

Date: **9/19/2017**

Signature: **Bruce A. Mellen**

Digitally signed by Bruce A. Mellen
DN: cn=Bruce A. Mellen, o=CH,
email=bruce.mellen@live.com, c=US
Date: 2017.09.19 13:07:49 -0500

Return to: **Mayor Nicholas J. Helmer
City of Prospect Heights
8 North Elmhurst Road
Prospect Heights, IL 60070
nhelmer@prospect-heights.org**



City of Prospect Heights

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

11A

MEMORANDUM

Date: August 9, 2017
To: Mayor Helmer and City Council
Cc: Joe Wade, City Administrator
From: Daniel A. Peterson, Director of Building & Development
Subject: ZBA Case No. 17-05 Special Use Permit for a Sit Down Restaurant
5 S. Wolf Road, Prospect Heights, IL 60070 – Ruben's Bar & Grill

ISSUE: Consideration of a Special Use Permit for a Sit Down Restaurant in the City's B-1 Retail Business District at 5 S. Wolf Rd, Prospect Heights, IL 60070

PZBA Consideration & Action:

The PZBA held a public hearing on April 27, 2017 to hear ZBA Case #17-05, an application for a Special Use Permit to allow a sit down restaurant in the B-1 Retail Business Zoning District. Ruben's Bar & Grill. Ruben Aviles (applicant), requested a continuance to provide additional information to complete the application submittal. The hearing was continued for May, June and was finally held on July 27, 2107. Testimony was provided that the restaurant would occupy an approximately 955 sq. ft. vacant store front in the Ascot Center.

Testimony was provided by Mr. Aviles indicating his commitment to bring the unit into compliance. He described his menu, hours of operation and business experience. When asked directly how many people the restaurant could handle, Mr. Aviles stated 30. He also testified that he has applied for a liquor license and would also seek video gaming. The hours of operation presented would be 9:00 am – 12:00 am Monday – Thursday, 9:00 am – 1:00 am Friday – Saturday and 9:00 am – 12:00 am Sunday.

The PZBA advised that they were reviewing his application for the Special Use permit only for a sit down restaurant and any Beer/Wine liquor license would be considered by separate application to City Council. Any request for video gaming will be processed through the Illinois Gaming Board.

After all testimony the Commissioners voted 5-0 to recommend approval of the Special Use Permit for Ruben's Bar & Grill, a sit down restaurant in the City's B-1 Retail Business District.

PZBA RECOMMENDATION: Approve an Ordinance #O-17-21 granting a Special Use Permit for a Sit Down Restaurant for 5 S. Wolf Rd. Prospect Heights, IL 60070.

Staff Analysis:

Items for City Council Consideration:

The location was previously approved as a sit down restaurant. Previous owners did have a liquor license. They also had video gaming. That use was abandoned requiring Mr. Aviles to apply for the special use permit.

The unit currently has the following equipment, a commercial kitchen with a kitchen hood, stove, three-compartment sink and food storage equipment. Mr. Aviles is going to install a deep fryer. A bar area is located in the unit and is equipped with a three-compartment sink, hand sink and refrigerator.

The applicant is proposing to install a second fully ADA compliant bathroom as required by the Illinois Plumbing Code for a food service establishment. He is also proposing to eliminate the existing staff toilet and convert the space to a storage closet.

Parking is compliant for the use.

The current layout and configuration of the floor plan would limit the maximum occupant load to 33 people based upon the occupancy table 1004.1.2 in the 2012 IBC. The restaurant meets the requirements for a Class C-3 liquor license for beer and wine per Section 2-3-8 D of the City's liquor code. Be advised that if the applicant were to install video gaming in the future then the occupant load would be reduced by the area needed to accommodate the gaming machines and payout/ATM machine. Maximum number of video gaming machines would be 3 plus 1 payout machine could be installed and allow for a seating area for 30 customers.

Staff concurs that the facility has the equipment and amenities to function as a sit down restaurant.

ORDINANCE NO. O-17-21

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW A SIT DOWN
RESTAURANT AT 5 S. WOLF ROAD, PROSPECT HEIGHTS, IL**

WHEREAS, the Zoning Ordinance requires a Special Use Permit to permit a sit down restaurant in the B-1 Retail Business Zoning District; and

WHEREAS, The Ruben Aviles, (Petitioner), has filed an application for a sit down restaurant at 5 S. Wolf Road, Prospect Heights, Illinois (the "Property"); and

WHEREAS, the Plan Zoning Board of Appeals (PZBA) held a public hearing on March 23, 2017 and continued until July 27, 2017, regarding said application; and

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

WHEREAS, the Mayor and City Council has reviewed the documents pertinent to the application and the recommendations of the PZBA, concurs with the findings of the PZBA and finds that the standards for the special use have been met;

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

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

SECTION TWO. That a Special Use Permit is hereby granted for a sit down restaurant on the Property and shall run with the use and not with the land.

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

PASSED and APPROVED this _____ day of _____, 2017.

Nicholas J. Helmer, Mayor

ATTEST:

City Clerk

AYES:

NAYS:

ABSENT:

Published in pamphlet form: _____, 2017



City of Prospect Heights

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

MEMORANDUM

Date: September 6, 2017
To: Mayor Helmer & City Council
From: Daniel A. Peterson, Director of Building & Development
Subject: ZBA Case No. 17-06 V – Amended variation to allow a driveway to encroach into the required 5' Side Yard Setback.

Please be advised that Joe Pascucci, owner of the subject property, originally was seeking a variation to Section 5-6-1 E (3) of the City of Prospect Heights Zoning Code to allow the reduction of the required interior yard setback from 15' to 2' along the east side of his property for the purpose of constructing an addition onto the primary structure. After three continuances, considerable engineering and design work, the applicant requested to amend his variation request to allow a driveway encroachment into the required side yard on the west side of the property. This change is a result of exploring alternative solutions and to accommodate moving his garage from the east side of the property to the west, lessening the impact to his neighbor to the east.

After consultation with the City Attorney, it was confirmed that there was no need to re-notice the public hearing as the variation request is lesser in scope than the original application.

On August 24, 2017 the PZBA held a public hearing to consider a Zoning Variation request to allow the construction of a driveway 4' into the required 5' side yard setback per section 5-8-2E of the City of Prospect Heights Zoning Code to provide access the rear yard to allow the construction of a detached garage.

Testimony provided by the applicants architect called for a 720 sq. ft. code compliant detached garage to be constructed in the rear yard with an access driveway constructed on the west part of the property. The new driveway will encroach 4' into the into the required 5' side yard setback. The stated hardship for the variation is that the area around the house is in the 100 year flood plain with only the minimum required 15' side yard setback along the west side of the property.

The applicant's engineer, Mark Toberman, testified that the driveway design met the engineering requirements for the required compensatory storm water storage on site. The project architect

Mike Aiello, testified that the architectural plans comply with the City of Prospect Heights Flood Control Ordinance Title 7 and FEMA's standards for flood resistant construction.

City Engineer John Briggs reviewed the documents and concluded that the project did not require a variation to Title 7: Flood Control Ordinance of the City of Prospect Heights Municipal Code.

Testimony was provided by Mr. Tomasz Wadowski, 699 Glendale Dr., Prospect Heights, IL. Mr. Wadowski stated that he did not mind the garage and driveway on the west side of the property, but his main concern was that there would be no parking of the tow truck as original indicated by the applicant. His attorney, Daniel Dowd, restated the concern that tow truck parking was not permitted in the R1 Single Family District.

Chairman Dash and Director Peterson confirmed that vehicles over 12,001 GVW are not permitted in the R1 District by City Code. The applicant has been fully informed and is aware of this restriction.

The City Council should request that the applicant clearly identify what type of vehicle will be stored in the detached garage. The original request was for the purpose of parking his tow truck in the garage. Be advised that the tow truck is a commercial vehicle which exceeds 12,000 GVW and is not allowed to be parked or stored in a residential district per Section 5-8-2A3.

The PZBA considered all the documentation and testimony and after deliberation voted 4-0 to recommend to the City Council approval of the variation to Section 8-5-2E to allow a 4' encroachment into the required 5' side yard set back.

Recommendation: First Reading of Ordinance #O-17-22.

CITY OF PROSPECT HEIGHTS

2017 APR 17 AM 9:34

FOR OFFICE USE ONLY:

FEE PAID _____
RECEIPT # _____
DATE _____
RECD BY _____
CASE # _____
MEETING DATE _____

PLAN/ZONING BOARD OF APPEALS
APPLICATION

- ☐ Special Use (\$400) ☐ Map Amendment (Refer to Ord. 0-03-18)
☒ Variation (\$150) ☐ Subdivision/TUD (Refer to Ord. 0-03-18)
☐ Text Amendment (\$300) ☐ Lot Consolidation (Refer to Ord. 0-03-18)

APPLICANT: Joseph Pascucci
ADDRESS: 697 Glendale Dr.
Prospect Heights, IL 60070
PHONE: Home: 847-789-4436 Work: 817-520-3110
ADDRESS OF SUBJECT PROPERTY: 697 Glendale Dr.

PROPERTY IS LOCATED IN THE R-1 ZONING DISTRICT.

APPLICABLE SECTION OF ORDINANCE: 5-8-2E.2A

DESCRIPTION OF REQUEST: Amend my request from a side yard variation for an addition to a primary structure to a variation to the required 15' side yard setback to a variation to the side yard setback from 5' to 2' to construct a 13' wide addition along side house per 5-8-2E.2A of the City of Prospect Heights Zoning Code on the property currently known as 697 Glendale Dr.
Are there any covenants, conditions, restrictions or floodplain issues concerning type of improvements, setbacks, area or height requirements, occupancy or use limitations, etc. placed on the property and now of record: YES _____ NO X If yes, please describe: Prospect Heights IL, in the City's R-1 Single Family Residential District.

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

The following items MUST be submitted at time of filing:

1. Application (13 copies)
2. Plat of Survey (13 copies) - must be drawn to scale and indicate the location of the proposed addition or construction and must contain the legal description of the property, along with additional information to support the application (12 copies). (Note: please include one copy for file no larger than 11" x 17").
3. Proof of Ownership (1 copy)
4. Letter indicating Hardship (for variations only - 12 copies)
5. Notice to Property Owners (1 copy)
6. List of Property Owners (1 copy) obtained from the Wheeling Township Office, 1616 N. Arlington Heights Rd., Arlington Heights, IL 60004 - Tel: 847/259-1515 of all properties lying within 350 ft. of property that subject's property and adjacent properties later from the City of Prospect Heights is received.
7. Application Fee (cash or check made payable to: City of Prospect Heights)

Date: 4-14-17

Joseph Pascucci
Signature of Applicant

ORDINANCE NO. O-17-22

**AN ORDINANCE GRANTING CERTAIN VARIATIONS FOR
THE PROPERTY AT
697 GLENDALE DRIVE, PROSPECT HEIGHTS, ILLINOIS**

WHEREAS, the provisions of the Prospect Heights Zoning Ordinance applicable to the property legally described in Exhibit A attached hereto (hereinafter "Property") and commonly known as 697 Glendale Drive prescribe that the driveway maintain a 5' side yard setback from the property line, and

WHEREAS, the owner of the Property has submitted for consideration of a variation to allow a 4' reduction in the side yard setback from 5' to 1' for an addition of a 11' wide driveway along the west side of family residence per Section 5-8-2 E2A of the City of Prospect Heights Zoning Code on the property commonly known as 697 Glendale Drive, Prospect Heights, Illinois, in the City's R-1 Single Family Residential District; and

WHEREAS, the Plan/Zoning Board of Appeals held a public hearing on August 24, 2016 regarding said application; and

WHEREAS, the Plan/Zoning Board of Appeals has recommended the Requested Variation be approved and has made the necessary finding therefore; and

WHEREAS, the Mayor and City Council have reviewed the recommendation of the Plan/Zoning Board of Appeals;

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

Section 1. The City Council hereby finds and determines that the facts set forth in the preamble hereto are true and correct and hereby incorporates them as part of this Ordinance.

Section 2. The Requested Variation is hereby granted.

Section 3. That this variation is conditioned upon applicant's construction of the driveway to keep storm water drainage on the property substantially in accordance with the approved plans and documents submitted at the public hearing on this matter and with all applicable City, County, State and Federal codes, standards and regulations.

Section 4. That this Ordinance and all exhibits attached hereto shall be recorded at the Cook County Recorder's Office at the expense of the Owners.

Section 5. The City Clerk is directed to publish this ordinance in pamphlet form and this Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED AND APPROVED this _____ of September ____, 2017.

Nicholas J. Helmer, Mayor

ATTEST:

Wendy Morgan-Adams, City Clerk

AYES:

NAYS:

ABSENT:

Published in pamphlet form: September ____, 2017

Exhibit A

Legal Description for 697 Glendale Drive, Prospect Heights, IL

LOT 15 IN BLOCK 10 IN PROSPECT GLEN SUBDIVISION OF THE NORTH 15 ACRES OF THE EAST 60 ACRES OF THE NORTHEAST 1/4 QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 25, 1959, AS DOCUMENT NUMBVER 1881980, IN COOK COUNTY, ILLINOIS

PIN #03-22-208-002-0000

Exhibit B

Site Plan & Grading Plans

Prepared by Norman J. Toberman & Associates, LLC dated 8/11/17

Exhibit C

Architectural Plans

Prepared by Aiello Architecture Design

Dated: 8/10/17

PROJECT
Detached Garage
The Property Owners
1000 Main Street
Camp McDowell, AZ

LOCATION MAP



BENCHMARK

SHEET INDEX

REFERENCED STANDARDS

GLENDALE

DRIVE

-166.92'

-159.92'

-166.92'

Lot 15

NEW DET. GARAGE
TYPED ELEV. 5502'

-159.92'

8807 Glendale Drive
is existing 1/2" slope easement in front of
17000 Main Street
Top of Foundation Elevation 4552.08'

100' Accessory Building Footprint

Camp McDowell Street



SITE AND GRADING PLAN

100' DETACHED GARAGE AND DRIVEWAY
8807 Glendale Drive
PROJECT 1000 Main Street



176716

SUMP DISCHARGE TRENCH

SUMP TRENCH SECTION

CROSS SECTIONS - WEST PROPERTY LINE

GENERAL NOTES

CROSS-SECTION KEY PLAN

EROSION CONTROL NOTES

CROSS SECTIONS, CALCULATIONS AND DETAILS
 NEW DETACHED GARAGE AND DRIVE
 887 BLANDINA DRIVE
 PROSPER, TEXAS 75081

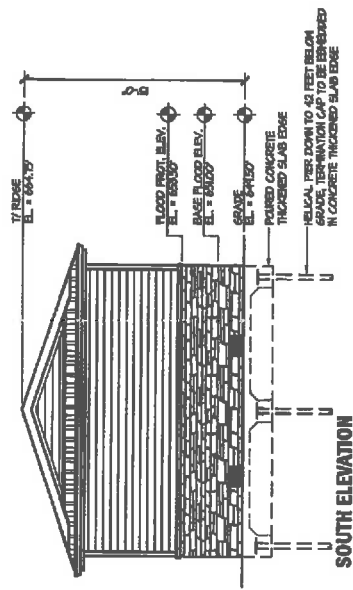
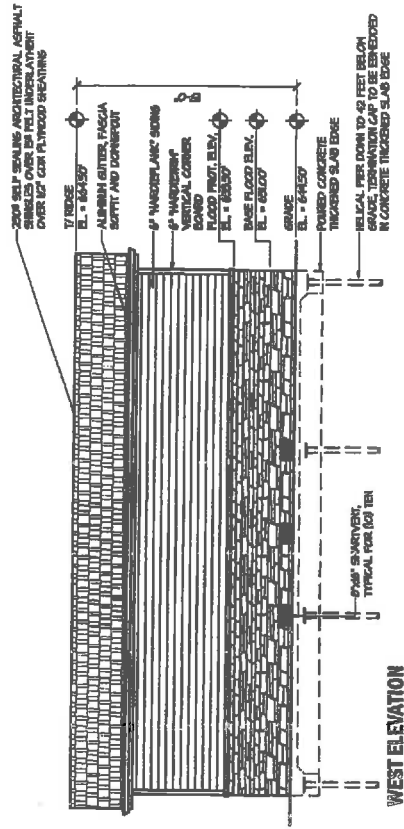
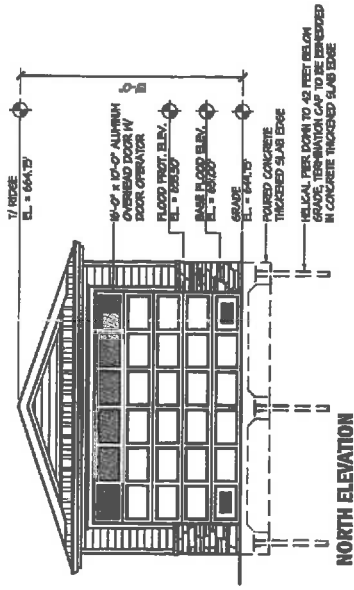
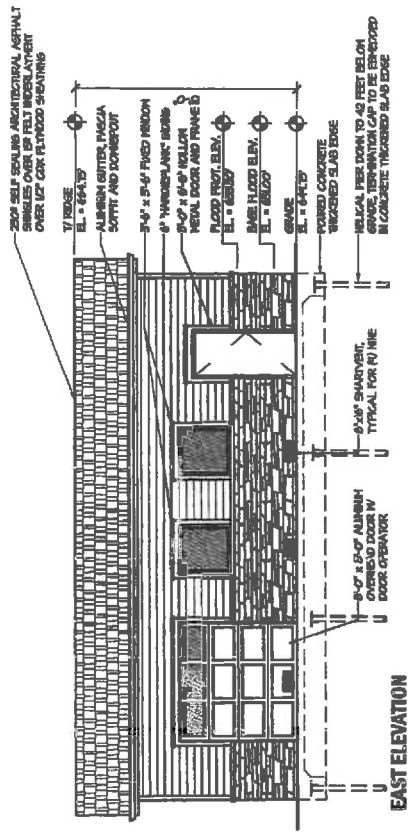
C-2
 1766716



APPROVED FOR SUBMITTAL
 [Signature]
 [Stamp]

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	10/1/2016
2	FOR CONSTRUCTION	10/1/2016
3	FOR RECORD	10/1/2016

PASCUCCI GARAGE ©2017
697 GLENDALE DRIVE, PROSPECT HEIGHTS



AIELLO ARCHITECTURE DESIGN
 ZONING VARIANCE PRESENTATION

PROPOSED ELEVATIONS

SCALE: 1/8" = 1'-0"
 08.10.17

Resolution No. R-17-10

Whereas, the City of Prospect Heights (the City) is undertaking drainage improvements throughout the community; and

Whereas, the City has awarded a contract to Lifco Construction, Inc., for this work; and

Whereas, the work will also require construction engineering services, including: construction oversight, compliance with contract and design documents, field observation, final inspection and other resident engineering services, to ensure the effectiveness of the drainage improvements; and

Whereas, the City has determined the engineering services agreement with Gewalt Hamilton Associates provides for necessary engineering project management for the completion of the 2017 Drainage Improvements Program.

Now, Therefore, Be It Resolved by the City Council of the City of Prospect Heights, Illinois, as follows:

Section 1: The City Council finds the above recitals are true and correct and incorporates the same as part of this resolution.

Section 2: The City Council hereby approves and authorizes the City Administrator to execute the Agreement for Consulting Engineering Services for 2017 Drainage Improvements-Construction Phase

Passed and approved this 25th day of September, 2017.

Nicholas J. Helmer, Mayor

Attest:

City Clerk

Ayes:

Nays:

Absent:

September 14, 2017

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Mr. Joe Wade
City Administrator
City of Prospect Heights
8 North Elmhurst Road
Prospect Heights, IL 60070

Re: Proposal for Consulting Engineering Services
2017 Drainage Improvements – Construction Phase
GHA Proposal No. 2017.CS101

Dear Mr. Wade:

Gewalt Hamilton Associates, Inc., (GHA) is pleased to submit our proposal for professional engineering consulting services related to the construction of the City of Prospect Heights 2017 Drainage Improvements. After reviewing, if you have any questions, please feel free to contact me.

The City of Prospect Heights (Client), 8 North Elmhurst Road, Prospect Heights, IL 60070, and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

The City of Prospect Heights has awarded the 2017 Drainage Improvements Contract to Lifco Construction, Inc., in the amount of \$327,027.00. This proposal is based on the construction being completed within four (4) weeks of commencement. GHA will provide full-time observation, construction layout, punch list preparation, pay request recommendations, and recommendation regarding final acceptance. Additional details regarding our scope of services are provided below.

II. Scope of Services

GHA proposes the following services under this agreement:

A. Construction Engineering Services

1. Oversee construction contract initiation activities, including conducting a preconstruction meeting and preparing minutes of same.
2. Consult with the City concerning decisions as to the acceptability of subcontractors and other persons and organizations proposed by the Contractor for those portions of the work for which such acceptability is required by the Contract Documents.
3. Check and approve shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections, and other data which the Contractor is

required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents.

4. Distribute one (1) hard-copy notice to all affected residents. This will be completed by door hanger.
5. Meet with property owners as necessary to coordinate project impacts and schedules.
6. Provide construction layout services one (1) time.
7. Provide full-time field observation services for compliance with the contract documents. A member of the firm's field staff will serve in the Resident Engineer (RE) position. The RE will oversee all aspects of the field observation services on the various construction contracts. The RE shall have the following responsibilities:
 - a. Prepare additional supplemental drawings or sketches that may be required in the course of project construction.
 - b. Keep the City informed of the work progress by submitting weekly progress reports.
 - c. Check quantities and prepare and process payment applications and change orders.
 - d. Act as interpreter of the terms and conditions of the Contract Documents.
 - e. Conduct progress meetings as necessary to review status and schedules.
 - f. Advise the City of noncompliance and assist the City to inform the Contractor accordingly.
 - g. Prepare a punch list when the project is substantially completed.
 - h. Conduct a final inspection to determine if the project has been completed in accordance with the Contract Documents and the Contractor has fulfilled all obligations thereunder so that the Consultant may recommend, in writing, final payment to the Contractor.
 - i. Prepare and furnish as-built drawings to the City.

III. Compensation for Services

Based upon the scope of services noted above, GHA proposes billing on a time-and-materials (T&M) basis a not-to-exceed (NTE) fee as follows:

<u>Construction Phase Services</u>	<u>T&M Fee</u>
Resident Engineering Services	\$28,000.00
Construction Layout	\$3,000.00
As-Builts	\$1,800.00
Reimbursable Expenses	\$500.00
T&M NTE Fee (including reimbursables)	\$33,300.00

All services, including any additional services requested and authorized by the City, the City shall be billed in accordance with the attached *GHA Hourly Rates*. No additional work will be completed without first receiving approval from the City Manager.

Invoices will be submitted on a monthly basis and will detail services performed. This permits the Client to review the status of the work in progress and the charges made.

IV. Key Personnel

Mr. Patrick Glenn, P.E., CFM, will serve as Project Manager and the primary contact for the City. Mr. Lucas Deferville will be the Resident Engineer. Additional professional and technical staff will provide support as needed.

V. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

GHA will not be responsible for the construction means, methods, techniques, sequences, procedures or safety precautions incidental thereto. GHA will not be responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents. GHA will endeavor to guard the City against defects and deficiencies in the work of the Contractor and may disapprove or reject work as failing to conform to the Contract Documents.

GHA acknowledges that the City has retained GHA to provide the services contemplated herein based, in part, on the qualifications of the Key Personnel identified above. Should any of the identified Key Personnel be reassigned, no longer in the employ of GHA, or otherwise unable to provide the services under this agreement, the City shall have the right to terminate the contract.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or GHA. GHA's services under this Agreement are being performed solely for the City's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

The City and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and *Attachment A*, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

Should you have any questions or if we can be of additional assistance, please feel free to contact us. If our proposal is acceptable, please sign and return a copy to our office, indicating your acceptance of this Agreement in its entirety.

If our proposal is acceptable, please sign below indicating your acceptance of this proposal in its entirety, and return one copy to our office. We appreciate the opportunity to make our services available to you, and look forward to assisting you with this project.

Sincerely,
Gewalt Hamilton Associates, Inc.



Patrick J. Glenn, P.E., CFM
Director of Municipal Services
pglenn@gha-engineers.com

AUTHORIZED BY:
City of Prospect Heights

Signature

Date

Name

Title

Encl. Attachment A
 GHA Hourly Rates

**ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT**

1. Standard of Care. The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonably performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and the place where the services are provided.

2. Duration of Proposal. The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

3. Client Information. Client shall provide GHA with all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultants, contractors and subcontractors, without independently verifying that information.

4. Payment. Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days of the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification by GHA of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of this Agreement due to Client's breach. The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of the project.

5. Instruments of Service. The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims and damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with of the services of Client's other design professionals.

6. Electronic Files. The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

7. Applicable Codes. The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completes its instruments of service.

8. Utilities and Soils. When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from utility conflicts, mistaken utility locates, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

9. Opinion of Probable Construction Costs. GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs,

10. Contractor's Work. Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety, and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

11. Contractor Submittals. Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

12. Hazardous Materials. Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

13. Record Drawings. If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

14. Disputes. Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to \$50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA's liability to Client shall be limited to twelve months from the last invoice submitted to Client by GHA, regardless of payment by Client. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights and claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

15. Miscellaneous. Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.

Gewalt Hamilton Associates, Inc. 2017 and 2018 Hourly Rates ¹:

Category	Staff Category (see description below)	2017 City Rates (per hour)	2018 City Rates (per hour)
Principal Engineer	Principal	\$160.00	\$164.00
Senior Engineer	CE VI ¹	\$150.00	\$154.00
	CE V, CE IV	\$136.00	\$140.00
	ET V	\$134.00	\$138.00
Professional Engineer	CE III	\$124.00	\$128.00
	CE II	\$118.00	\$122.00
Professional Land Surveyor	LS IV	\$124.00	\$128.00
GIS Professional	GISP I	\$108.00	\$110.00
Staff Engineer	CE I	\$108.00	\$110.00
Environmental Consultant	EC I	\$108.00	\$110.00
Senior Technician	ET IV	\$116.00	\$120.00
	LS I, LS II, ET III	\$108.00	\$110.00
Engineering Technician II	ET II	\$94.00	\$96.00
Engineering Technician I	ET I	\$70.00	\$72.00
Administrative	AD I	\$58.00	\$60.00

Category	Category Description
CE	Civil Engineer
ET	Engineering Technician
LS	Land Surveyor
EC	Environmental Consultant
GISP	GIS Professional
AD	Administrative

¹ 2018 Rates effective May 1, 2018



City of Prospect Heights

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

12B

MEMORANDUM

Date: September 19, 2017

To: Mayor Helmer and City Council

Cc: Joe Wade, City Administrator

From: Daniel A. Peterson, Director of Building & Development

Subject: ZBA Case No. 17-09 TA – Text Amendment to Section 5-2-2 Definitions and Section 5-6-1A Permitted Uses of the Single Family Residential District

ISSUE: Consideration of a text amendment to Sections 5-2-2 and 5-6-1A of the Zoning Code to amend the definition of Family and add a new definition for a Family Community Residence. Secondly, the text amendment would create Family Community Residence as a permitted use within the R-1 Single Family District.

BACKGROUND: The PZBA held a public hearing on August 24, 2017 to hear ZBA Case #15-09TA an application for a text amendment submitted by Gene Schloss, MGR Realty and representing Aurora Home Care (Applicant). Mr. Schloss is the owner of the property commonly known as 223 S. Wolf Rd. Prospect Heights. . City Zoning Ordinance requires that the lots be consolidated as no accessory structure can be built upon a lot without a primary structure. The applicant provided complete plans as required.

The applicant purchased the home at 223 S. Wolf Rd in the fall of 2015 to operate a State of Illinois licensed Community Integrated Living Facility. At that time they applied for the required remodeling permits and completed the project and received their Certificate of Occupancy in 2016. Since receiving their Certificate of Occupancy, Aurora Home Care has been operating and caring for four (4) clients as allowed under the current zoning regulation. Aurora Home Care is now seeking the text amendment to allow up to eight (8) individuals to reside in the residence as permitted by the State of Illinois Department of Human Services. The current home was remodeled to meet the requirements for an occupant load of eight (8) individuals.

The proposed text amendments would allow up to 8 residents in State of Illinois licensed Community Integrated Living Arrangements (CILA). Currently, these types of arrangements allow up to 4 residents. Family Community Residences would be a permitted use in the R-1 with limitations as to proximity to any other licensed CILA facility.

The PZBA heard testimony from the applicant and adjoining residential neighbors.

After all testimony the Commissioners voted 4-0 to recommend to the City Council approval of the text amendment as presented.

RECOMMENDATION: No action required. First Reading of Ordinance #O-17-23 approving a text amendment to Sections 5-2-2 Definitions and 5-6-1A Permitted Uses in the Single Family Residential District

ORDINANCE NO. O-17-23

AN ORDINANCE AMENDING TITLE 5, CHAPTERS 2 AND 5 OF THE CITY OF
PROSPECT HEIGHTS CITY CODE RELATING TO FAMILY COMMUNITY
RESIDENCES

WHEREAS, the City of Prospect Heights ("City") is an Illinois Municipal Corporation pursuant to the Illinois Constitution of 1970 and the Statutes of the State of Illinois;

WHEREAS, The Community Integrated Living Arrangement Licensure Act (the "Act"), 210 ILCS 135/1 *et seq.*, establishes standards that must be met by Community Integrated Living Arrangement ("CILA") programs;

WHEREAS, the City Council has determined to amend the Zoning Code to permit CILA facilities to house additional residents within the City.

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

SECTION ONE: That Title 5, Chapter 2, Section 3 of the Prospect Heights City Code is hereby amended with additions shown in bold, underlined text and deletions in strikethrough text so that the same shall be read as follows:

5-2-3: DEFINITIONS:

ABUTTING: To have a common property line or district line.

* * *

FAMILY: ~~One or more persons each related to the other by blood, marriage, or adoption (including foster children), together with such relatives of the respective spouses who are living with the family in a single dwelling and maintaining a common household.~~

~~A family may also be composed of not to exceed three (3) persons not so related, provided that such unrelated persons live in a single dwelling and maintain a common household and a single housekeeping unit.~~

~~A family includes any domestic servants and not more than one gratuitous guest residing with said family; such servants or guest shall be included in the unrelated persons attained by this definition, and shall not be in addition thereto.~~

FAMILY: Refers to either:

- (A) An individual or two or more persons, related by blood, marriage, civil union, or adoption, living together as a single housekeeping unit in a dwelling unit; or**

- (B) A group of not more than four persons, who need not be related by blood, marriage or adoption, living together as a single housekeeping unit in a dwelling unit; plus, in either case, usual domestic servants.

FAMILY COMMUNITY RESIDENCE: a single dwelling unit occupied on a relatively permanent basis in a family-like environment by a group of four—eight unrelated persons, plus paid professional support staff provided by a licensed, sponsoring agency either living with the residents on a 24-hour basis or present whenever residents with disabilities are present at the dwelling, and couples with the zoning regulations for the district in which the site is located. A family community residence does not include a residence which serves persons as an alternative to incarceration for a criminal offense, or persons whose primary reason for placement is substance abuse or alcohol abuse or for treatment of a communicable disease.

* * *

SECTION TWO: That Title 5, Chapter 6, Section 1 of the Prospect Heights City Code is hereby amended with additions shown in bold, underlined text and deletions in strikethrough text so that the same shall be read as follows:

5-6-1: R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT:

- A. Permitted Uses: The following uses are permitted:

Accessory uses, in accordance with the provisions of chapter 3 of this title.

Fences, in accordance with the provisions of chapter 3 of this title.

Home occupations, in accordance with the provisions of chapter 3 of this title.

Off street parking facilities, in accordance with the provisions of chapter 8 of this title.

Parks, forest preserves and recreational areas, when publicly owned and operated.

Signs, in accordance with the provisions of chapter 9 of this title.

Single-family detached dwellings.

Family Community Residences, provided, an application for occupancy is filed with the City Administrator or his designee. An occupancy permit will be granted, provided, the following conditions are met:

1. **The sponsoring agency is certified and licensed by the State under the Community Living Facilities Licensing Act, 210 ILCS 35/1 et seq., and the Community-Integrated Living Arrangements Licensure and Certification Act, 210 ILCS 135/1 et seq., or other similar statutes as may be required.**

2. The family community residence is not located closer than 1500 feet to another licensed family community residence or group community residence.

3. All other applicable codes and ordinances are met.

SECTION THREE: That the City Clerk of the City of Prospect Heights be and is directed hereby to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois, made and provided.

SECTION FOUR: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

AYES:

NAYS:

ABSENT:

PASSED and APPROVED this ____ Day of _____, ____.

Nicholas J. Helmer, Mayor

ATTEST:

City Clerk

MGR Realty LLC
2970 Maria Avenue # 210
Northbrook IL 60062



Mr. Dan Peterson
Building & Development Director
8 N. Elmhurst Road
Prospect Heights, IL 60070

Dear Mr. Peterson,

In order to modify number of residents in 223 S Wolf Road, MGR Realty LLC is owner of the property is requesting Village of Prospect Heights to review and approve the following amendments:

1. Text Amendment to create category of occupancy to allow 8 individuals to reside in Community Integrated Living Arrangement (CILA).
2. Review and approve Permit to increase number of Resident in CILA setting at 223 S Wolf Road from 4 to 8 Individuals.
3. Aurora Home Care is lessee / contract manager of the CILA program and authorized to operate CILA at 223 S. Wolf Road.

If you have any questions please contact me at 847-530-3589

Sincerely,

Gene Schloss,
Manager of MGR Realty LLC

RECEIVED
CITY OF PROSPECT HEIGHTS
2017 JUN 26 PM 4:09



Bruce Rauner, Governor

Illinois Department of Human Services

James T. Dimas, Secretary-designate

401 S. Clinton Street, Chicago, Illinois 60607
401 N. 4th Street, Springfield, Illinois 62702

June 17, 2016

Sophia Funkenshtein
Aurora Home Care, Inc.
2970 Maria Ave., Suite 21 D
Northbrook, IL 60062

RECEIVED
CITY OF PROSPERITY
2017 JUN 26 PM 4:10

Re: CILA site at : 223 N. Wolf Rd., Prospect Heights, 60070

Dear Ms. Funkenshtein:

Staff from the Bureau of Accreditation, Licensure and Certification (BALC) conducted a review of your existing CILA site at the above referenced address on June 14, 2016.

The Department considers the site to be in compliance with Section 115.300 of the CILA rule and appropriate for 8 individual (s), of whom 0 may be non ambulatory.

If you have questions or need further information, Please contact me at BALC at 312/814-4904.

Sincerely,

Review and Information Management Section
Bureau of Accreditation, Licensure and Certification

copied:

Jayma Bernhard Page, Bureau of Quality Management Section Manager
George Bengel, CILA Rates Section Manager

**City of Prospect Heights
Plan/Zoning Board of Appeals
August 24, 2017**

I. MEETING COMMENCEMENT:

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

II. ROLL CALL:

Present: Chairman Dash, Commissioners Kempa, DeGraf, and Tammen
Absent: Commissioner Patel and Commissioner Frank-Watson with prior notice

Present at the meeting: Director of Building & Development Daniel A. Peterson.
Recording Secretary: Jennifer Myzia

III. APPROVAL OF July 27, 2017 MINUTES

Motion made by Commissioner Tammen, seconded by Commissioner DeGraf Kempa, to approve the meeting minutes.

ROLL CALL VOTE:

AYES: Commissioners Kempa, DeGraf, Tammen and Chairman Dash
NAYS: None
ABSENT: Commissioner Frank-Watson, Commissioner Patel
ABSTAIN:
Motion carried.

IV. OLD BUSINESS

1. PZBA – Zoning Public Hearing: Case No. ZBA 17-06V

Applicant: Joe Pascucci,
Address: 697 Glendale Drive, Prospect Heights, IL 60070

Description of Request:

- A. Applicant originally applied for a variation to encroach 13' into the required 15' side yard setback for the purposes of constructing a 3rd car bay onto his primary structure to store his work truck per Section 5-6-1E2 of the City of Prospect Heights Zoning Code. The application has been amended to request a variation to encroach 4' into the required 5' side yard setback for the purpose of constructing a driveway in the required side yard to access his rear yard so he can construct a detached garage per Section 5-6-2E2a

Chairman Dash requests a motion to re-open public hearing ZBA 17-06V @ 7:02 pm by
Motion by Commissioner Tammen
Second by Commissioner DeGraf

VOICE VOTE:

AYES: Commissioners Kempa, DeGraf, Tammen and Chairman Dash
NAYS:

Chairman Dash requests if anyone is in attendance to present or make comments please stand to be sworn in.

Director Peterson comments this case was originally for an attachment to the primary structure to encroach in the side yard. In an effort to accommodate and look at alternative methods to accomplish his goals, the applicant had requested a number of continuances while he pursued a different type of garage and storage set up. During that time he has come back with a revised application calling for a detached garage to be located on the west side of the property instead of the east side. The garage has been designed to meet all the flood control standards of our flood control ordinance so the variation that was discussed last meeting is not required. He is here this evening to seek a side yard variation for a driveway to be constructed four feet into the required five foot setback along the west side of the property. I have spoken to legal even though the original application was for the structure into the side yard and this was a driveway into the side yard, it's a lesser variation and because we had proper notice and proper continuances it was not necessary to notice again. The parties who requested notice have been given notice. We are here tonight to have the hearing and make a proper recommendation based on the testimony given tonight.

Mike Aiello of Aiello Architecture Design, 1800 Glenview Road Glenview IL 60025 stands to represent Mr. Pascucci who was unable to be in attendance due to his wife giving birth this same day.

Director Peterson confirms with Mr. Aiello that per e-mail notice from Mr. Pascucci that Mr. Aiello is prepared to move forward on behalf of Mr. Pascucci. Mr. Aiello confirms.

Mr. Aiello states the request is for a third car garage in the back, detached from the house and in order to do so they have met all the setbacks for the garage itself. The only variance being requested is for the driveway to get to the rear yard to access the garage. They have met with Civil Engineer, Mr. Toberman to meet all the flood plain requirements and all the grading requirements. They have done soil testing. They have completed test piers with the soil engineer so that they will be able to structurally build an adequate garage for Mr. Pascucci.

Commissioner DeGraf asked if structurally stamped drawing proving the design meets the requirements will be provided.

Mr. Aiello states that by the time the permit is applied for said drawings with seals will be provided.

Mark Toberman of Norman J. Toberman & Associates, LLC 115 S Wilke Rd., Suite 301 Arlington Heights, IL 60005-1535 testifies they were retained to do the topographic survey of the subject property which is located in the 100 year special flood hazard area of McDonald Creek. Mr. Toberman states that to compensate for the fill there will be a poured concrete curb along the edge of the drive so they will meet the adjacent lawn elevations. The drive will be six inch concrete. It will be reinforced. There is going to be a new culvert pipe in the ditch on the south side of Glendale. That culvert pipe will be pitched to the west and will be an improvement to the drainage along the south ditch line of Glendale. After speaking to the City Engineer it has been confirmed that Mr. Pascucci will be working in the right of way in front of the adjacent home to clear the ditch all the way down so the water drains south and goes into the branch of McDonald Creek. The ditch will be improved there will be a new twelve inch ductal iron culvert pipe under the new drive the existing corrugated metal pipe under the existing driveway, he is going to put new corrugated metal end sections on those pipes. Once you put a metal end

section instead of a regular round pipe you increase the conveyance capacity because the water is able to be funneled into the pipe so that will actually improve the drainage on the south side of Glendale from upstream to the east making it easier for the water to flow to the west. The disturbed lawn areas will be restored with sod in the bottom of the ditch line to make sure the grade is being maintained.

Director Peterson stated the Building Department has received e-mail confirmation from the consulting engineers that it did meet the comp storage requirements and that was one of the key reasons it did not have to get a variation for the flood control ordinance.

Mr. Aiello speaks about the materials being used. He stated the bottom four feet of the perimeter walls will be masonry construction. Above that we will be doing cement siding on the exterior. The entire garage will be of non-porous material. The flood vents that were added along the perimeter of the garage will allow any water that does flow to be able to flow in and out, which is part of the requirements in flood control.

Chairman Dash opens testimony to the public.

Dan Dowd of 701 Lee St., Suite 790 Des Plaines, IL 60016. Mr. Dowd is an attorney representing the Wadowskis' who were in attendance to the original hearing date to object to the original proposal which called for a thirteen foot encroachment onto the east side of the set back/side yard requirement. With the new proposal, the main objections that the Wadowskis' had have been removed. Secondly, they had a concern about drainage and I understand now that the culvert is going to be repaired. As water pools in their yard that objection has been met as well. The only other concern that I think they would have is that this board consider making a condition to the variation that the petitioner comply with the requirement that commercial vehicles in the excess of 12,000 pounds not be permitted to be stored at the property and a violation of that would jeopardize the continuation of the variation.

Chairman Dash posed the question that in regard to Mr. Dowd's request that the PZBA put into recommendation a reference to the commercial vehicle but if that is already a City ordinance is it necessary to restate that?

Director Peterson commented that it can be entered into the minutes and made part of the record and that it is an ordinance and the City will be strictly enforcing. The applicant has been advised. Mr. Pascucci has acknowledged understanding that and understands what the consequences could be.

Chairman Dash requests for a motion to close this public hearing for 17-06V at 7:16pm

Motion by Commissioner DeGraf

Second by Commission Kempa

VOICE VOTE:

AYES: Commissioners Kempa, DeGraf, Tammen and Chairman Dash

NAYS:

Commissioner Kempa requested to revisit the hardship letter

Director Peterson stated the original hardship was because of the orientation of the house and that the west side of the property is in the flood plain. The original hardship has been removed because the site engineering and has provided the required compensatory storage. However, now the hardship is to be able to access the rear of the property. He cannot access the rear of the property from the east side because of

the restrictions. That would also be more of an encumbrance and impact the neighbors to the east than to move the driveway to the west side and because of the way the house was constructed to keep it out of the flood plain he does not have a large side enough side yard to accommodate a driveway without a variation.

Commissioner DeGraf stated that the original hardship letter explained that he has a tow truck and that he needed response time to go to accident sites and so the ultimate goal was to be able to house his company's tow truck and he is not sure if that original intention has changed. Commissioner DeGraf stated we as a board are here to approve the garage and the garage has met every standard for the Building Department and Engineering and also the flood issues but Commissioner DeGraf feels the ultimate goal is for his tow truck to be parked at his property which is over 12,000 pounds and D plate and is not permitted in the City of Prospect Heights per the code as it is written at this time.

Director Peterson confirms that is correct and should the applicant want that desire he would have to come back in front of this body for a text amendment to amend the code to even have it considered to become legal. He has been advised of that matter and at this time he does have other needs to be housed in the garage that are legal to be housed at the property and until such time he decides to apply for a text amendment we can refer to the concerns raised, continue to advise him of the situation and should he violate it he will be subject to violations and penalties which he has acknowledged to understanding the consequences.

Mr. Aiello confirmed these discussions have taken place and has spoken for Mr. Pascucci.

Chairman Dash requests a motion to receive into the public record the staff review of the compliance of this application with the zoning standard as presented by staff this evening and to make these standards part of the official record for the application.

Motion by Commissioner DeGraf

Second by Commission Tammen

VOICE VOTE:

AYES: Commissioners Kempa, DeGraf, Tammen and Chairman Dash

NAYS:

Chairman Dash requests a motion to recommend that the City Council approves a variation to encroach 4' into the required 5' side yard setback for the purpose of constructing a driveway in the required side yard to access his rear yard so he can construct a detached garage per Section 5-6-2E2a

Motion by Commissioner DeGraf

Second by Commission Tammen

ROLL CALL VOTE:

AYES: Commissioners Kempa, DeGraf, Tammen and Chairman Dash

NAYS:

ABSENT:

ABSTAIN:

Motion carried.

Director Peterson stated the City Council target date is September 11, 2017 but it may appear before City Council on September 25, 2017

V. NEW BUSINESS

1. PZBA – Zoning Public Hearing: Case No. ZBA 17-09TA

Applicant: MGR Realty LLC,

Address: 2970 Maria Ave #210, Northbrook IL 60062

Description of Request:

- A. Request a text amendment to Section 5-2-2 Definitions and Section 5-6-1A Permitted Uses, by amending the definition of Family; adding a definition for Family Community Residence; and adding Family Community Residence as a permitted use in the R-1 Single Family Residential District

Chairman Dash requests a motion to open public hearing ZBA 17-09TA @ 7:23 pm by

Motion by Commissioner Kempa

Second by Commissioner Tammen

VOICE VOTE:

AYES: Commissioners Kempa, DeGraf, Tammen and Chairman Dash

NAYS:

Chairman Dash requests if anyone is in attendance to present or make comments please stand to be sworn in.

Director Peterson stated MGR Realty who represents Aurora Health is here to seek a definition text amendment change to allow up to eight unrelated individuals in a community integrated living facility in compliance with the State of Illinois Community Integrated Living Act which is allowed if the home meets such certain standards. In 2015 the property in question was purchased for this purpose which was permitted under city code. They operated within city code with four occupants however at this time they are requesting the text amendment so they can go to the allowed eight as stated in the Community Integrated Living Act. This case has been reviewed by the City Attorney, language has been added that limits these types of situations to specifically state licensed community integrated living act facilitators that meet all the requirements of the act to stay as company and that there can be no more than one of these types of state run licensed facilities within 1500 feet of another within the City. The state law limits that at 800 feet. Please be advised these types of state run facilities do not allow for substance abuse alternatives, transition homes for jail to community, this is a very restrictive type of a license given to very well licensed and vetted organizations providing care to integrate other communities. We have Mr. Gene Schloss representing MGR Realty to speak and expand on this case.

Gene Schloss 3754 Oak Northbrook IL and company address 2970 Maria Ave #210 Northbrook, IL 60062 representing the tenant Aurora Home Care.

Irene Brihuega – one of the owners of Aurora Home Care. Stated this is a facility that help people with developmental disabilities integrate into the community. It is a house that is like any other house you would live in. These are patients over the age of 18 that do not want to live with their parents or cannot live with their parents and they are taken upon by the state and are sponsored and are taken care of 24 hours a day by DSP who are state licensed people who are constantly watching and taking care of these patients. They try to live the most normal lifestyle that you can. They go to school. They go to work. They have activities that they do. They go to outings. Our job is to create a home for these people to be together and to be taken care of. At this time four people reside in the home. According

to the state we have passed everything and are allowed to have up to two people per room and can technically have eight if the city allows us to.

Director Peterson requested Mr. Schloss to speak in regard to improvements that have been made to the house to accommodate up to eight occupants and how it meets the state law.

Mr. Schloss stated most of the improvements are fire protection for the house which are state requirements and have been passed by the City and State Fire Marshalls. There are separate bathrooms. One bathroom is required to house four occupants. The house has two full bathrooms to accommodate eight persons if the City will approve. The bedrooms are sized to the state standard 110 square feet for double occupancy. Most clients of Aurora Home Care are low functioning, mostly non-verbal and developmentally disabled. They have all been evaluated to the mental age level of between 3-6 years old. There will be no additional traffic to the house. There will be no overnight vehicles at the property. There will be one minivan to bring the occupants in and out and sometimes school buses. There is no garage and there is no plan to build a garage as there is no need for one. Most of these people are non-verbal therefore it will be quiet. For four occupants there is one personnel per shift. If it goes up to eight people there will be two people per shift. For each four persons there is one DSP. The personnel prepare food for them, laundry and house cleaning.

Ms. Brihuega stated that this is a house for people. Anything that would happen in your home is what we provide here for the clients. We try to make this a regular home. There is no counseling. There is no treatment. It's a home. This is where they come after work, relax, watch TV, eat dinner and go to bed.

Chairman Dash believes Mr. Schloss' intention by providing this additional information is to validate that the house is well suited for this intended use. Everything has been passed by the State. The description in regard to the clientele and how they are using the house, they are not college age kids hanging out on the back porch having their friends over causing a lot of ruckus. It sounds as if the tenants because of their developmental disability are pretty confined to the home and that is why they have the full 24 hour, round the clock care. Chairman Dash feels the information provided helps in understanding what happens in this house on a day to day basis.

Chairman Dash opens the floor to the commissioners for questions.

Commissioner DeGraf stated that he has a maintenance contract with a company that has two houses of similar function in Northbrook and Glenview, the biggest problem that they are having as far as the neighborhood is having is cars for the 24 hour staff. It happens to be more of a medical type of situation they have counselors, they have therapists and also all kinds of other people that come in on a regular basis and the neighborhood is having a real problem. When I arrive for service work I cannot park on the street I have to tuck the vehicle behind the house or use off-site parking and then carry my tools in so the question is how many vehicles can be at this residence at any given time?

Mr. Schloss stated four cars could be placed in the driveway and if necessary an additional two could be placed on the concrete next to the house accommodating five and a maximum of six vehicles. Mr. Schloss stated there have never been that many vehicles at the property at any given time. A behavioral analyst comes once a week. A nurse comes twice a week for a few hours usually during the daytime or after traffic time. They are never coming during peak hours because it is not necessary. In regard to medical emergencies it is a standard situation. They are not medically ill. They are mentally ill. Could a medical

emergency happen? Of course it could. The State requirement for CILA is it should be a residential setting, only residential. If the facility was bigger, an intermediate size up to 50 people or a state facility that should be on commercial land. CILA is only allowed by the state to be in a residential area and the reason is to create for these people a home environment. They keep them quiet. They keep them happy. No misbehave and no complications.

Commissioner DeGraf asked Director Peterson with the four that we have right now, have we had any type of calls to the City and/or Police Department of any concern?

Director Peterson stated since the facility has opened the City has not had any extraordinary calls for service or care or incidences.

Chairman Dash confirmed there were no more questions from the commissioners and opened up for public testimony.

Ralph Spears of 223 Mandel Lane stated he understands the people need a place to live however the Spears have lived there for many years and the neighborhood has always been a single family private residential area and they would like to keep it that way. They are expanding to eight and as you have said that is their limit. Mr. Spears would like to object to them expanding it. We have a situation behind us, we are backed up to Mount Prospect and they have a similar situation, there is a young man there who unfortunately can't help it but he shouts and yells inadvertently. It is a sad case but on a Sunday afternoon it gets a little tiresome at times. You mentioned they are required to have a sprinkler system, do you know if they are on a well?

Mr. Schloss stated as this is an old house it was allowed by the City and the State not to have a sprinkler system but a fire alarm system connected to the City Fire Department.

Director Peterson reiterated that was the requirement that the house had to connect directly to the Fire Department on a direct line not just a call into 911. If something were to happen the alarm would just go off.

Mr. Spears stated if there is no power there is no water because in that area everyone is on private wells so in a situation like this, Mr. Spears feels that would be a problem. Mr. Spears stated he realizes there is a definition for this but it is a type of business and not a private single family residence. Mr. Spears repeated they have lived there for many years and would like to see it stay as is. Mr. Spears acknowledged there are four people there currently and nothing can change that however he would like that to not change and get any larger.

Chairman Dash asked Mr. Spears if there have been any incidences between him and the property in question that the PZBA has not been made aware of.

Mr. Spears stated that he has not had any problem with them so far.

Robert Morris of 219 Mandel Lane stated it is to his understanding that this is going to be a commercial venture and objected as he does not want to see commercial property in a residential neighborhood but most of all his concern is if it is going to grow to eight are their eight bedrooms there? The whole concept is that it would be a large family and if it was a family I would welcome them but because it is more of a commercial undertaking, it is like the vehicle you were talking about just recently there is an ordinance against it but there should be an ordinance against the fact a property that is residential is used for commercial usages and it already is. Mr. Morris stated he agrees with Mr. Spears that it should not

grow any larger than it already is. Mr. Morris stated we cannot stop what it is but we can stop it from growing. Mr. Morris stated there is a location like this directly behind his house and some of the patients cannot control themselves and that we need to listen to this.

Director Peterson stated after consulting with the City Attorney, the City Attorney confirmed that group homes is a permitted use and is constitutionally protected. Group homes cannot be discriminated against however as a City we can control how the house is built to make sure it meets all the safety standards that are required by state law and that they meet the state requirements to be in operation and that is why we do not have to allow transition homes for criminals, we don't have to have drug addiction houses, we don't have to do the other ones. One of the issues with this is does the City want to have one CILA home two lots from another? That is why the City Attorney is proposing the ordinance require 1500 feet required between each group home so that group homes are not on top of each other. That is where the zoning comes in to play for this situation. The City cannot discriminate under the constitution because of their disability.

Mr. Morris asked if the discrimination includes the number of occupants at the residence.

Director Peterson stated the occupancy load has been reviewed and the State has come out with a standard and if those standards have been met that is what we are governed by. There may be a way to restrict this but the advice of the City Attorney is that as long as this is specifically a CILA project and state governed, state inspected and state administered it falls within the permitted allowances. Eight is the maximum number allowed in a single family residential neighborhood and that is the number being requested by the applicant and what is being considered.

Chairman Dash asked Mr. Morris if he has seen or heard anything that has been disruptive.

Mr. Morris stated he did not even know they were there. He thought it was just another family and he has had no issues.

Gonzalo Galvan of 227 N Wolf Rd. stated his concern is the safety of his four children three of which are under the age of 18. Mr. Galvan used an example of a few weeks prior an ambulance came by roughly five in the morning as he was leaving for work. The fire trucks came by. Mr. Galvan stated he did not know what the situation was over there. He cited another situation in which he was coming home from work and one of the people who stay there ran out of the house and traffic had to stop. Mr. Galvan stated again his concern is for the safety of his children with a business such as this being run next door. Mr. Galvan stated he does not have a problem with the business being run next door he is concerned about his children safety.

Carol Weidemann of 207 Mandel Lane stated as most of the people whom have spoken she is a long term resident of Prospect Heights and loves it as it is. Ms. Weidemann described what was established when she moved in and although open to improvements within their own area she stated her concern is that it is residential and does not understand the residential family community residence and an R1 single family. Ms. Weidemann stated it is to her understanding that most people who reside in Prospect Heights are R1 single family residents.

Director Peterson confirmed that is a correct statement.

Ms. Weidemann stated this will be the only residence in Prospect Heights that will be zoned for something else.

Director Peterson stated that is incorrect. He stated there are many homes in Prospect Heights that are zoned for residents that have home occupations. We have a lot of home contractors, we have a lot of home businesses.

Ms. Weidemann stated this will be the only home with special needs.

Director Peterson corrected this statement and said there are other homes in town that service special needs. There are three homes in Prospect Heights, they are not CILA but they have been in town for a long time. They are up to the zoning standards but they are not seeking this request. There are four occupants in each of the other homes.

Ms. Weidemann questioned that if the zoning changes for where they live from four occupants to eight which is permitted by the state, the state is obviously inspecting that is good. Once this is changed to an eight bedroom, then the other homes in Prospect Heights whose neighbors did not receive this notification would be able to change to an eight bed. My concern is that changing this from a residential area for the amount of people that can live there for one area which is where we live could happen to the other areas within the City of Prospect Heights and I would not like that. My other concern is how many nurses are present for the amount of people that are there?

Chairman Dash stated that per prior testimony this evening there is currently one professional or supervisor for the four residents that occupy the premises and anything beyond four would require a second person in a supervisory capacity.

Ms. Weidemann stated she volunteered a lot for Countryside in Palatine and is used to dealing with a large variety of younger people and older people that are bused in and needed help. They were there for the day and then they left. Ms. Weidemann stated she thinks that having one person to supervise four people could be difficult and if there is eight people it could be even more difficult. If an emergency were to arise she stated she does not know what kind of people are there now if they are children or adults, sometimes they reach out, they get angry, there are different concerns and I feel for the gentleman who lives next door who since we all have half acres of land on a beautiful day could be outside enjoying the property doing what you normally do living on a half-acre land and in regard to the gentleman who lives adjacent to this property, I would hope that you would take it into consideration how it would be if you had small children living next door to people with disabilities that may yell or shout or not behave in a manner of which we are accustomed to and unless you are used to seeing something like that it can be quite disturbing for an adult and more so to a child. Ms. Weidemann requested that the residents thoughts be considered and keeping the house a four bedroom.

Ms. Brihuega requested to make additional comments. Ms. Brihuega stated this property is not an eight bedroom property. It is a four bedroom home but it is two people per room. Nothing will be changed; the property will not be getting larger. The occupants are adults, they must be 18 years and older in order to qualify for this program. Ms. Brihuega stated she has three young children herself and understands the concern however she has police and ambulances come to her neighborhood all the time. This could happen anywhere. These patients are low functioning, they are medicated and they are pretty controlled. As stated they are not drug addicts, they are not people that are wild, these are not people with schizophrenia or things like that. These are people that were born with a developmental disorder. Ms. Brihuega believes there is a wrong perception of who the tenants are. Ms. Brihuega believes the tenants are no threat to the community and believes there is really good personnel. Ms. Brihuega stated this is very tightly regulated by the State. Ms. Brihuega continued to state they are being regulated and checked continually and if anything is not up to the State standard the program will be pulled

immediately. Ms. Brihuega stated these houses are run better than her own personal home because of the tightness of the regulations. Every guideline is followed to make sure these people are taken care of to the highest standard. The intention is not to make anyone afraid of anything. Ms. Brihuega stated these tenants are no harm to the community.

Chairman Dash stated the word commercial business has been used multiple times, in her opinion there is no business transactions happening here. There are no products being sold or commercial type things that are happening. It is very much a residence, a home where the developmentally disabled people are living. Chairman Dash stated she feels there is no commercial nature to this situation and asked Director Peterson to correct her if mistaken.

Director Peterson stated this is the reason the State has placed these programs in residential communities. The program is to recreate the home environment that they may not be able to stay in as they are adults whether it's their parents are no longer able to care for them or they are not able to go anywhere. It is to recreate a residential home setting under high care. Director Peterson stated in his research the goal is so that they are not in an institutional setting and to give them as much of a home environment that can be provided. Director Peterson stated it is not commercial in nature.

Chairman Dash requested any other comments or discussion from the commissioners.

Commissioner Tammen requested a confirmation on the number of cars that would be parking at this property at any given time.

Chairman Dash requested to know what is allowed by ordinance.

Director Peterson stated a residential home must have a minimum of two parking spaces. It has been testified tonight that the residence could handle up to six.

Mr. Schloss stated there have never been that many vehicles on the property at any given time.

Chairman Dash stated up to six vehicles can be accommodated.

Mr. Schloss described the worst case scenario would be if the nurse who comes once a week to check medication and if at the same time two parents came to pick up a tenant for the weekend, that is three. Mr. Schloss stated this has happened and may happen once a month. Potentially on the weekend there could be five but it would be parents due to the fact there is no special staff (behavioral analyst or nurse) on site over the weekend, this scenario has never happened. Mr. Schloss stated the residents do not have driver license and do not have their own vehicles.

Commissioner DeGraf requested Director Peterson explain any legal obligations that the City would have as the Zoning Board makes recommendations to City Council but what fall out could the City incur if City Council decides to say no.

Director Peterson stated there have been multiple court cases that have been tried that support controlling occupancy limit in single family homes. However, the City has to ensure that the zoning is not discriminating against individuals with disabilities. If this occurred there could potentially expose the City to risk of being challenged. There is a constitutional law that you cannot discriminate against the people with disabilities but there have also been cases that state in a regular single family home that is not state licensed you can

control occupancy because you don't want to have eight or nine party people or you don't want situations that could totally change the character of the neighborhood. Director Peterson cited a case out of Missouri has seven unrelated gang members living in a house which is why this ordinance is written very specifically that it is only four community integrated living facilities that are licensed and governed by the state so that we don't get into haphazard occupancy levels this could expose the City to some exposure and the City Attorney has commented no that. That is why the ordinance was written the way it was so that it was very controlled in moving forward and we did not give up our rights.

Chairman Dash requested what the quantification is for the public notice that is mailed out.

Director Peterson stated there is list from the Township Assessor's Office and to let everyone know there was an error in the wording of the notice that was written therefore everyone actually received two notices, one for last month and one for this month. The error was the incorrect address.

Chairman Dash asked for the quantity of people were notified.

Director Peterson reviewed the Township list and stated 22 properties were within the 350 foot radius for notice by statute.

Chairman Dash stated since four residents spoke to this matter it would be roughly 18% and tried to quantify how many people received the notice.

Director Peterson stated we did have green cards returned and receipts of mailing and because the City made the error the City did the second notice we had 100% verification they were mailed out.

Chairman Dash stated her observation is that three of the four residents who spoke this evening, two didn't realize this house was being used for this and validated that other than Mr. Galvan identifying anything out of the normal happening at this home that couldn't happen at any other home. Chairman Dash concurred to Ms. Brihuega's point that living in a neighborhood with lots of families and kids there are certainly school buses and other kind of emergency vehicles in my neighborhood and it does happen. Chairman Dash tried to quantify what happens at this house and if it has put any stress on the services the City is providing or has it created any ill will towards any of the neighbors and Chairman Dash stated she cannot detect any problem cause by the testimony presented.

Chairman Dash requested and confirmed no one else wanted to present or testify.

Chairman Dash requested for a motion to close this public hearing for 17-09TA

Motion by Commissioner Tammen

Second by Commission Kempa

VOICE VOTE:

AYES: Commissioners Kempa, DeGraf, Tammen and Chairman Dash

NAYS:

Public hearing closed for 17-09TA @ 8:05 pm

Chairman Dash requests a motion to receive into the public record the staff review of the compliance of this application with the zoning standard as presented by staff this evening and to make these standards part of the official record for the application.

Motion by Commissioner Kempa
Second by Commission DeGraf

VOICE VOTE:

AYES: Commissioners Kempa, DeGraf, Tammen and Chairman Dash

NAYS:

Chairman Dash requests a motion to recommend that the City Council approves a text amendment to Section 5-2-2 Definitions and Section 5-6-1A Permitted Uses, by amending the definition of Family; adding a definition for Family Community Residence; and adding Family Community Residence as a permitted use in the R-1 Single Family Residential District

Motion by Commissioner Tammen

Second by Commission DeGraf

ROLL CALL VOTE:

AYES: Commissioners Kempa, DeGraf, Tammen and Chairman Dash

NAYS:

ABSENT:

ABSTAIN:

Motion carried.

Director Peterson stated the City Council tentative date is September 11, 2017 for a first reading of a draft ordinance and a chance to hear discussion from City Council. Comments may be added but there will not be testimony under oath. The final formal action will probably be on the second meeting of September which would be the 25th.

VI. Communications

At this point in time there are no applications for a September meeting.

VII. Adjournment: At 8:08 p.m.

Motion to Adjourn: Commissioner DeGraf

Second: Commissioner Kempa

Voice Vote: Unanimous



City of Prospect Heights

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

12C

MEMORANDUM

Date: September 20, 2017
To: Mayor Helmer and City Council
Cc: Joe Wade, City Administrator
From: Daniel A. Peterson, Director of Building & Development
Subject: Foreclosed Vacant Property Registration Ordinance

ISSUE:

Create an ordinance establishing a vacant and foreclosed property registration program and approving a management service contract with Property Registration Champions, LLC. The ordinance would require owners of vacant and foreclosed properties and homes to register with the City of Prospect Heights on a bi-annual basis.

BACKGROUND:

In 2008 the mortgage foreclosure crisis began resulting in numerous properties and homes in foreclosure that Municipalities had to deal with. These properties become unmaintained until reported to the municipalities for violations to municipal codes. Enforcement and compliance can be extremely difficult to achieve as finding the responsible party to perform maintenance to correct the violations. Over the years the City has spent considerable financial resources and staff time in addressing the accumulation of garbage, mowing of overgrown lawns, securing vacant property and vandalism. Even if a bank has hired a property preservation company to maintain the vacant and foreclosed properties violations may still exist as their standards do not match the City standards for minimum acceptable conditions. Additionally, not having a current registration of owners will result in long delays and expenditure of resources needed to bring the properties into compliance.

The proposed ordinance would require owners of foreclosed vacant properties or buildings to register their property with the City every six months. Owners of these properties will be required to provide up-to-date contact information which will assist staff to expedite requests for service when violations or criminal activity occurs. Regardless of occupancy status, owners of foreclosed properties will register their properties through Property Registration Champions, LLC. Property Registration Champions specialize in property registration solutions. Their services include locating all of the foreclosed homes within the City of Prospect Heights and contact the owners of foreclosed properties to notify them of the new registration requirements. Property Registration Champions would build the registration database which will be available to staff for searching owner information, sending violation notices when violations exist or are discovered. The registration database is an important tool in streamlining the enforcement process to gain compliance.

Property Registration Champions does not charge for the initial setup or to maintain the database monthly to keep current information available to City staff. They collect all registration fees and collect one-hundred dollars (\$100.00) per property registered. The balance is then forwarded to the City. Staff is proposing a fee of two-hundred dollars (\$200.00) for each registration every six (6) months. Property Registration Champions conducted a

survey today and identified sixty-five (65) active foreclosures /properties that would qualify for the program and an additional 201 with recent status change within the City of Prospect Heights. These are foreclosures that have recently been sold in the last 2 years. Property Registration Champions would verify if the properties were still in foreclosure, bank transfer, or purchased privately. Property Registration Champions estimates that approximately 40% (80 properties) turn out to actually still be in a state of foreclosure.

Municipalities that use Property Registration Champions are Round Lake Beach and South Holland. The Village of Round Lake Beach started their program in October of 2016 and currently have 300 properties registered in the program.

ANALYSIS:

This proposed ordinance would provide the City with the tools to more effectively and efficiently manage the foreclosed properties and achieve compliance more expediently. The program will provide the funding necessary to cover both the Community Champions administrative and the City's enforcement costs of the program. Revenue will fluctuate annually based upon the number of properties registered.

RECOMMENDATION: First Reading – No Action

Staff recommends that City Council adopt the following:

- A. An ordinance #O-17-24 Property Registration requiring owners of foreclosed vacant properties to register the properties with the City twice per year at \$200 per registration.
- B. A Resolution #R-17-XX entering into a two-year service agreement with Property Registration Champions, LLC.

ATTACHMENT:

- 1. Draft Ordinance
- 2. Service Agreement with Community Champions

ORDINANCE NO. O-17-24

**AN ORDINANCE, AMENDING TITLE 4, CREATING CHAPTER 10, OF THE
CITY OF PROSPECT HEIGHTS MUNICIPAL CODE TO BE ENTITLED,
“REGISTRATION OF DEFAULTED MORTGAGE PROPERTY”**

WHEREAS, the City Council of Prospect Heights desires to protect the public health, safety and welfare of the citizens of the City of Prospect Heights and maintain a high quality of life for the citizens of the City through the maintenance of structures and properties in the City; and

WHEREAS, properties that are neglected and have unsecured, accessible structures have a negative impact on community value, create conditions that invite criminal activity, and foster an unsafe and unhealthy environment for children; and

WHEREAS, the present mortgage foreclosure crisis has serious negative implications for all communities trying to manage the consequences of properties that have defaulted mortgages, are in the foreclosure process, foreclosed upon and/or mortgagee owned; and

WHEREAS, properties with defaulted mortgages that are neglected and have unsecured, accessible structures have a negative impact on community value, create conditions that invite criminal activity, and foster an unsafe and unhealthy environment for children; and

WHEREAS, often the foreclosing party or property owners are often out of state, and there is no local contact for such a property, which makes it difficult to provide notice of the violations of the City Code, and to maintain the requisite level of maintenance and security on such structures or lots; and

WHEREAS, the City Council recognizes an increase in the number of properties with defaulted mortgages and subject to foreclosure action or foreclosed upon, (hereinafter referred to as “Registrable Properties”) located throughout the City which lead to a decline in property value, create nuisances and lead to a general decrease in neighborhood and community aesthetic; and

WHEREAS, the City Council has already adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

WHEREAS, the City Council recognizes in the best interest of the public health, safety and welfare a more regulated method is needed to discourage registrable property owners and mortgagees from allowing their properties to be abandoned, neglected or left unsupervised; and

WHEREAS, the City Council desires to amend the City Code in order to establish a property registration process that will identify a contact person to address safety and aesthetic concerns to minimize the negative impact and conditions that occur as a result of vacancy, absentee ownership and the foreclosure process; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

SECTION 1. That the foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon the adoption hereof.

SECTION 2. That Title 4 of the Prospect Heights City Code (“Code”), as amended, is hereby further amended to add a Chapter 10, Registration of Defaulted Mortgage, so said Chapter 10 shall hereafter be read in its entirety as follows:

TITLE 4. CHAPTER 10: REGISTRATION OF DEFAULTED MORTGAGE, PROPERTY

4-10-1: PURPOSE AND INTENT

It is the purpose and intent of the City Council to establish a process to address the deterioration, crime and decline in value of City neighborhoods caused by property with defaulted mortgages located within the City, and to identify, regulate, limit and reduce the number of these properties located within the City. It is the City Council’s further intent to establish a registration requirement as a mechanism to protect neighborhoods from the negative impact and conditions that occur as a result of vacancy, absentee ownership, lack of adequate maintenance and security and will provide a method to expeditiously identify a contact person for each property responsible for this protection.

4-10-2: DEFINITIONS

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Registrable Property – means,

- a) any real property located in the City, whether vacant or occupied, that is encumbered by a mortgage in default, is subject to an ongoing foreclosure action by the Mortgagee or Trustee, is subject to an application for a tax deed or pending tax assessor’s lien sale, or has been the subject of a foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale.

The designation of a “default/foreclosure” property as “registrable” shall remain in place until such time as the property is sold to a non-related bona fide

purchaser in an arm's length transaction or the foreclosure action has been dismissed and any default on the mortgage has been cured.

Accessible Property/Structure – means a property that is accessible through a comprised/breached gate, fence, wall, etc., or a structure that is unsecured and/or breached in such a way as to allow access to the interior space by unauthorized persons.

Registration - shall mean 6 months from the date of the first action that required registration, as determined by the City, or its designee, and every subsequent 6 months. The date of the initial registration may be different than the date of the first action that required registration

Applicable Codes – means to include, but not be limited to, the City's Zoning Code, the City's Property and Maintenance Code, Neighborhood Preservation, and City's Building and Fire Codes.

Blighted Property – means:

- a) Properties that have broken or severely damaged windows, doors, walls, or roofs which create hazardous conditions and encourage trespassing; or
- b) Properties whose maintenance is not in conformance with the maintenance of other neighboring properties causing a decrease in value of the neighboring properties; or
- c) Properties cited for a public nuisance pursuant to the City Codes; or
- d) Properties that endanger the public's health, safety, or welfare because the properties or improvements thereon are dilapidated, deteriorated, or violate minimum health and safety standards or lacks maintenance as required by the applicable codes.

Enforcement Officer – means any, Building Official, Zoning Inspector, Code Enforcement Officer, Fire Inspector of Building Inspector, Law Enforcement Officer or other person authorized by the City to enforce the applicable code(s).

Default - shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.

Evidence of vacancy - means any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due utility notices and/or disconnected utilities; accumulation of trash junk or debris; abandoned vehicles auto parts or materials; the absence of furnishings and/or personal

items consistent with habitation or occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers and/or mail, or statements by neighbors, passers-by, delivery agents or government agents; or the presence of City Councils over doors, windows or other openings in violation of applicable code.

Foreclosure - shall mean the legal process by which a mortgagee, or other lien holder, terminates a property owner's equitable right of redemption to obtain legal and equitable title to the real property pledged as security for a debt or the real property subject to the lien. This definition shall include, but is not limited to, public notice of default, a deed-in-lieu of foreclosure, sale to the mortgagee or lien holder, certificate of title and all other processes, activities and actions, by whatever name, associated with the described process. The process is not concluded until the property obtained by the mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien

Local Property Management Company – means a property manager, property management company or similar entity responsible for the maintenance and security of registrable real property within 20 driving miles of the County limits. Upon review of credentials the City, or its designee, may allow a non-local property manager to be listed.

Mortgagee - means the creditor, including but not limited to, trustees; mortgage service companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement.

Owner – Owner means any person, firm, corporation or other legal entity who, individually or jointly or severally with others, holds the legal or beneficial title to any building, facilities, equipment or premises subject to the provisions of this chapter.

Property Management Company – means a local property manager, property maintenance company or similar entity responsible for the maintenance of registrable real property.

Real property - means any improved residential or commercial land, buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the City limits. Developed lots are considered improved land.

Rental Property - property that contains a single-family rental dwelling unit or multi-family rental dwelling units for use by residential tenants including but not limited to the following: mobile homes, mobile home spaces, town homes and condominium unit(s). A rental dwelling unit includes property that is provided to an individual or entity for residential purposes upon payment of rent or any other consideration in lieu of rent, regardless of relationship between lessor and lessee

Vacant – means any parcel of land in the City that contains any building or structure that is not lawfully occupied or inhabited by human beings as evidenced by the conditions set forth in the definition of "Evidence of Vacancy" above which is without lawful tenant, or lawful occupant or without a certificate of occupancy. Vacant property does not mean property that is temporarily unoccupied while the residents are away on vacation, personal matters or business, or is not intended by the owner to be left vacant, so long as the period does not exceed thirty (30) days.

4-10-3: APPLICABILITY

These sections shall be considered cumulative and not superseding or subject to any other law or provision for same, but rather be an additional remedy available to the City above and beyond any other State or County provisions for same.

4-10-4: ESTABLISHMENT OF A REGISTRY

The City, or its designee, shall establish a registry cataloging each Registrable Property within the City, containing the information required by this Article.

4-10-5: REGISTRATION OF DEFAULTED MORTGAGE REAL PROPERTY

- A. Any Mortgagee who holds a mortgage on real property located within the City shall perform an inspection of the property to determine vacancy or occupancy, upon default by the mortgagor. The Mortgagee shall, within ten (10) days of the inspection, register the property with the City, or its designee, on forms or other manner as directed, and indicate whether the property is vacant or occupied. A separate registration is required for each property, whether it is found to be vacant or occupied.
- B. Registration pursuant to this section shall contain the name, direct mailing address, a direct contact name, telephone number, and e-mail address for the Mortgagee/Trustee, and the Servicer, and the name and twenty-four (24) hour contact phone number of the local property management company responsible for the security and maintenance of the property who has the authority to make decisions concerning the abatement of nuisance conditions at the property, as well as any expenditure in connection therewith.
- C. Mortgagees who have existing registrable property on the effective date of this ordinance have 30 calendar days from the effective date to register the property with the City, or its designee, on forms or other manner as directed, and indicate whether the property is vacant or occupied. A separate registration is required for each property, whether it is vacant or occupied.
- D. If the mortgage on a registrable property is sold or transferred, the new Mortgagee is subject to all the terms of this Article and within 5 days of the transfer register the property and pay a registration fee in accordance with this Article. Any previous

unpaid annual registration fees are the responsibility of the new Mortgagee or Trustee and are due and payable with their initial registration.

- E. If the Mortgagee owner of a foreclosed real property sells or transfers the property to a non-arm's length related person or entity, the transferee is subject to all the terms of this Article and within 5 days of the transfer register the property and pay a registration fee in accordance with this Article. Any previous unpaid annual registration fees are the responsibility of the new Registrable property owner and are due and payable with their initial registration.
- F. As long as the property is Registrable it shall be inspected by the Mortgagee, or designee, monthly. If an inspection shows a change in the property's occupancy status the mortgagee shall, within ten (10) days of that inspection, update the occupancy status of the property registration.
- G. A non-refundable six-month registration fee established by resolution by the City Council, shall accompany each registration pursuant to this section.
- H. All registration fees must be paid directly from the Mortgagee, Trustee, Servicer, or Owner. Third Party Registration fees are not allowed without the consent of the City and/or its authorized designee.
- I. Properties subject to this section shall remain under the semi-annual registration requirement, and the inspection, security and maintenance standards of this section as long as they are registrable.
- J. Until the mortgage or lien on the property in question is satisfied, or legally discharged, the desire to no longer pursue foreclosure, the filing of a dismissal of lis pendens and/or summary of final judgment and/or certificate of title, voluntary or otherwise, does not exempt any Mortgagee holding the defaulted mortgage, from all the requirements of this article as long as the borrower is in default.
- K. Any person or legal entity that has registered a property under this section must report any change of information contained in the registration within ten (10) days of the change.
- L. Failure of the Mortgagee to properly register or to modify the registration form from time to time to reflect a change of circumstances as required by this article is a violation of the article and shall be subject to enforcement and any resulting monetary penalties.

Pursuant to any administrative or judicial finding and determination that any property is in violation of this article, the City may take the necessary action to ensure compliance with and place a lien on the property for the cost of the work performed to benefit the property and bring it into compliance.

4-10-6: MAINTENANCE REQUIREMENTS

- A. Properties subject to this chapter shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspaper circulars, flyers, notices, except those required by federal, state or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is abandoned.
- B. The property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.
- C. Front, side, and rear yards, including landscaping, shall be maintained in accordance with the applicable code(s) at the time registration was required.
- D. Yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod designed specifically for residential installation. Acceptable maintenance of yards and/or landscape shall not include weeds, gravel, broken concrete, asphalt or similar material.
- E. Maintenance shall include, but not be limited to, watering, irrigation, cutting and mowing of required ground cover or landscape and removal of all trimmings.
- F. Pools and spas shall be maintained so the water remains free and clear of pollutants and debris and shall comply with the regulations set forth in the applicable code(s).
- G. Failure of the mortgagee and/or owner to properly maintain the property may result in a violation of the applicable code(s) and issuance of a citation or Notice of Violation in accordance with the applicable code of the City. Pursuant to a finding and determination by the City's Hearing Officer/City Council or a court of competent jurisdiction, the City may take the necessary action to ensure compliance with this section.
- H. In addition to the above, the property is required to be maintained in accordance with the applicable code(s) of the City.

4-10-7: SECURITY REQUIREMENTS

- A. Properties subject to these Sections shall be maintained in a secure manner so as not to be accessible to unauthorized persons.
- B. A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates and

other openings of such size that may allow a child to access the interior of the property or structure must be repaired. Broken windows shall be secured by re-glazing of the window.

- C. If a property is registrable, and the property has become vacant or blighted, a local property manager shall be designated by the Mortgagee or Owner to perform the work necessary to bring the property into compliance with the applicable code(s), and the property manager must perform regular inspections to verify compliance with the requirements of this article, and any other applicable laws.

4-10-8: PUBLIC NUISANCE

All registrable property is hereby declared to be a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare and safety of the residents of the City.

4-10-9: INSPECTIONS FOR VIOLATIONS

Adherence to this article does not relieve any person, legal entity or agent from any other obligations set forth in any applicable codes or statutes, which may apply to the property.

4-10-10: ENFORCEMENT AND PENALTIES

A. Enforcement - the requirements of this ordinance may be enforced as follows:

- 1) By citation for civil penalties pursuant or to appear in county court pursuant to the authority granted by Section 4-1-3, of the City of Prospect Heights Municipal Code.
- 2) By an action for injunctive relief, civil penalties, or both, through a court of competent jurisdiction;
- 3) By exercise of the City's powers of eminent domain, or by condemnation and demolition pursuant to state statute, or by the nuisance abatement process;
- 4) By revocation or temporary suspension of necessary permits and/or certificates or occupancy and/or licenses;
- 5) By any other process permitted at law or equity; and
- 6) Use of one enforcement process or theory does not preclude the City from seeking the same, different, or additional relief through other enforcement methods.

B. Any person violating any provision of this section, or the code adopted herein, shall be fined not less than twenty five dollars (\$25.00) nor more than five hundred dollars (\$500.00) for each offense; and a separate offense shall be deemed committed on

each day during or on which a violation occurs or continues.

4-10-11: REGISTRATION FEES

Owners shall be charged a biannual fee of two hundred (200) dollars for Registration pursuant to this section. Except as otherwise provided, all registration fees shall become part of the corporate fund.

SECTION 3. Registration and Penalty Fees outlined in this article may be modified by a Resolution, passed and adopted by the City Council.

SECTION 4. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 5. That the City Clerk of the City of Prospect Heights be and is directed hereby to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois, made and provided.

SECTION 6. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED and APPROVED this ____ day of _____, 2017.

ATTEST:

Nicholas J. Helmer, Mayor

City Clerk

1st Ward Alderman - Lora Messer _____

2nd Ward Alderman - Larry Rosenthal _____

3rd Ward Alderman - Scott Williamson _____

4th Ward Alderman - Patrick Ludvigsen _____

5th Ward Alderman - Matthew Dolick _____

Published in pamphlet form: _____, 2017

Resolution R-17-XX

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH
PROPERTY REGISTRATION CHAMPIONS, LLC**

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of the City Code of Prospect Heights, the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the CITY; and,

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the City Council adopted Ordinance #O-17-24 the CITY's Property Registration Ordinance ("Ordinance"); and

WHEREAS, pursuant to the Ordinance the CITY desires to enter into this Agreement with Property Registration Champions, LLC (CHAMPIONS) in order to provide services authorized pursuant to the Ordinance " O-17-24", to register vacant, abandoned, and foreclosed properties so that the City can properly address violations of the CITY's property maintenance codes (hereinafter "foreclosed property").

WHEREAS, CHAMPIONS will also provide an electronic registration process that is cost-free and revenue-generating for the CITY.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged.

Now Therefore, Be It Resolved by the City Council of the City of Prospect Heights, Illinois as follows:

Section 1: The City Council finds the above recitals are true and correct and incorporates the same as part of this resolution.

Section 2: The City Council hereby approves the agreement with Property Registration Champions, LLC, and hereby authorizes the City Administrator to execute associated documents.

Passed and Approved this ____ day of _____, 2017

Nicholas J. Helmer, Mayor

Attest:

City Clerk

Ayes:

Nays:

Absent:

**PROPOSED
AGREEMENT BETWEEN THE CITY OF PROSPECT HEIGHTS AND
PROPERTY REGISTRATION CHAMPIONS, LLC.
(NEW ORDINANCE)**

This Agreement is made as of this ____ day of _____, 20__ by and between Property Registration Champions, LLC, a Florida Limited Liability Company, with offices at 2725 Center Place, Melbourne, FL 32940 ("CHAMPIONS") and City of Prospect Heights, an Illinois municipal corporation, with an address at 8 N. Elmhurst Road, Prospect Heights, IL 60070 ("CITY").

WITNESSETH:

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of the City Code of Prospect Heights, the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the CITY; and,

WHEREAS, the CITY desires to enter into this Agreement with CHAMPIONS in order to provide services to register vacant, abandoned, and foreclosed properties so that the City can properly address violations of the CITY's property maintenance codes (hereinafter "foreclosed property").

WHEREAS, CHAMPIONS will also provide an electronic registration process that is cost-free and revenue-generating for the CITY.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. CHAMPIONS RESPONSIBILITIES.

A. CHAMPIONS will cite the CITY's Ordinance to mortgagees and proactively contact those that file a public notice of default, lis pendens, foreclosure action, and or take title to real property via foreclosure or other any legal means. CHAMPIONS will electronically provide for registration of foreclosed properties in violation of applicable CITY ordinances.

B. CHAMPIONS will pay for all expenses related to registration of all foreclosed property, and all administrative costs and fees related thereto. CHAMPIONS will investigate, report, or take corrective measures monthly to update property status

of all foreclosed property electronically registered and in compliance with the relevant CITY ordinances.

C. CHAMPIONS will charge a fee as directed by the CITY to each Registrant to register all mortgagees who comply with the Ordinance ("Registration Fee"). CHAMPIONS shall retain one hundred dollars (\$100.00) of each collected

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registration fee and remit the balance to the CITY in consideration of the services provided. CHAMPIONS shall forward payment of the CITY's portion of the registration fee to the CITY's Finance Department no later than the 15th day of the following month during the term of this Agreement. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges will be deducted from the remittance for the actual costs of said charges or subscriptions.

E. In the event the CITY's Ordinance requires payment of late fees as part of the registration requirements PRC will collect all applicable late fees retaining 20% of the fee and remit the balance to the community pursuant to the monthly remittance schedule.

F. PRC agrees to provide a website for the registration of each foreclosed property to enable compliance with the CITY's ordinances. The website will direct registrants to a hyperlink, www.PROCHAMPS.com. The website found at www.PROCHAMPS.com will provide a fully automated registration platform to assist lenders and/or responsible parties in complying with the CITY's Property Registration Ordinance(s).

G. PRC, will execute the CITY's website Link agreement if applicable and meet all CITY IT security, and anti-viral requirements.

H. PRC responsibilities will commence on the effective date of this agreement.

I. In the event the CITY elects to modify the registration fee amount during the contract period the CITY shall indicate below how the new fee will impact past due registration periods:

- Charge New/Amended fee to all obligations past or present: YES__ NO X

2. Indemnification:

A. CHAMPIONS shall indemnify and hold harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, or negligent act of CHAMPIONS, its agents, servants or employees in the performance of its obligations pursuant to this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments, reasonable attorney's fees, paralegal expenses, and court costs at both the trial and appellate levels arising out of or in connection with the operations permitted under this Agreement.

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B. The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by CHAMPIONS and requires a specific consideration be given therefore. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CHAMPIONS. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify for any acts committed during the term of this Agreement. CHAMPIONS will indemnify and hold CITY harmless for any negligent acts of CHAMPIONS or for any violation of any intellectual property laws, contracts or statutes.

3. **EFFECTIVE DATE and TERM.** The effective date of this Agreement is the date signed. This Agreement will terminate two (2) years from the effective date. In addition, the parties may agree to renew this Agreement for additional one-(1) year term(s) through the execution of a written amendment to this Agreement signed by both parties.

4. **TERMINATION.** This Agreement may be terminated by either Party, with or without cause, immediately upon thirty (30) calendar day's written notice. Upon termination by CITY, CHAMPIONS shall cease all work performed and forward to CITY any Registration Fees owed to the CITY.

5. **CONTRACT DOCUMENTS:** The following list of documents which are attached hereto as exhibits to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:

A. CITY Ordinance "#O-17-24", dated: _____, 2017;

6. **INSURANCE.** CHAMPIONS shall provide and maintain in force at all times during the Agreement with the CITY, such insurance, including Workers' Compensation and Employer's Liability Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance and Errors and Omissions Insurance as will assure to Prospect Heights the protection contained in the foregoing indemnification undertaken by CHAMPIONS.

A. Workers' Compensation Statutory limits with \$100,000 Employers Liability.

B. Commercial General Liability Insurance with limits of no less than \$1,000,000.00. Bodily injury shall include operations and premises liability, products and completed operations, owners, and contractor's protective liability and personal injury liability.

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C. Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership with limits of not less than \$1,000,000.00 per occurrence.

D. Errors and Omissions Insurance limits of liability provided by such policy shall be no less than \$1,000,000.00 to assure CITY the indemnification specified herein.

E. A Certificate of Insurance acceptable to the CITY shall be provided listing the above coverages and providing 30 days prior written notice to the CITY in the case of cancellation. The CITY shall be named as an additional insured and a certificate holder on the Commercial, General, Automobile, and Professional Liability Policies with a waiver of subrogation on the Workers' Compensation Employer's Liability Policy. A copy of the certificate shall be mailed to the CITY's Risk Management Department at the time CHAMPIONS executes this Agreement.

7. OWNERSHIP AND USE OF DOCUMENTS. All information collected by CHAMPIONS from registering parties in connection with the registration of a property pursuant to this Agreement shall be the property of the CITY, and shall be provided to CITY upon request. CHAMPIONS shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CHAMPIONS's endeavors.

CHAMPIONS agrees to maintain all records and documents related to the services that it provides to the CITY pursuant to this Agreement in compliance with the Freedom of Information Act, 5 ILCS 140/1, et seq ("Act"). In addition, CHAMPIONS shall produce, without cost to the CITY, records in Excel or CSV format in response to a request received by the CITY under the Freedom of Information Act so that the CITY may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then CHAMPIONS shall so notify the CITY and if possible, the CITY shall request an extension so as to comply with the Act. In the event that the CITY is found to have not complied with the Freedom of Information Act based upon CHAMPIONS' failure to produce documents or otherwise appropriately respond to a request under the Act, then CCHAMPS shall indemnify and hold the MUNICIPALITY harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

- A. CITY agrees that the only CHAMPIONS records subject to the Act is data entered by registering parties.
- B. CITY understands that all efforts should be made when complying with requests to not disclose the "Occupancy Status" of registered properties.
- C. All requests to CHAMPIONS for records by the CITY will be made by email to the current party listed in Section 10 of this Agreement.

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8. AUDIT AND INSPECTION RIGHTS AND RETENTION OF RECORDS.

A. CITY shall have the right to audit the books, records and accounts of CHAMPIONS that are related to this Agreement. CHAMPIONS shall keep, in digital or hard copy format, whichever format CHAMPIONS so chooses, such book, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. CHAMPIONS shall preserve and make available, at reasonable times for examination and audit by the CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Freedom of Information Act, 5 ILCS 140/1, et seq, if applicable, or, if the Freedom of Information Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CHAMPIONS is notified in writing by the CITY of the need to extend the retention period. Such retention of such records and documents shall be at CHAMPIONS's expense. If an audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Freedom of Information Act is determined by the CITY to be applicable to CHAMPIONS's records, CHAMPIONS shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CHAMPIONS.

B. In addition, for a period of 6 (six) months following the termination of this agreement, CHAMPIONS shall respond to the reasonable inquiries of any successor companies and allow and successor companies to receive information in digital or hard copy format, whichever format CHAMPIONS so chooses, relating to matters of continuing significance.

9. **INDEPENDENT CONTRACTOR.** This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that CHAMPIONS is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. CHAMPIONS shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CHAMPIONS's activities and responsibilities hereunder. CHAMPIONS agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it make its own investment in its business, and that it will utilize a high level of skill necessary to perform the work.

This Agreement shall not be construed as creating any joint employment relationship between CHAMPIONS and the CITY and the CITY will not be liable for any obligation

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incurred by CHAMPIONS, including but not limited to unpaid minimum wages and/or overtime premiums.

10. NOTICES. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, CHAMPIONS and the CITY designate the following as the respective places for giving of notice:

CITY: City of Prospect Heights _____
8 N. Elmhurst Road _____
Prospect Heights, IL 60070
Telephone No. 847-398-6070
Fax No. 847-342-4244 _____
Attention: Joe Wade, CITY Administrator

Copy To:

CHAMPIONS: CJ Johnson, General Counsel
Email: Legal@cchampions.com
2725 Center Place
Melbourne, FL 32940
Telephone No. (321) 421-6639
Fax No. (321) 396-7776

11. ASSIGNMENT. For purposes of this Agreement, any change of ownership of CHAMPIONS shall constitute an assignment which requires CHAMPIONS to notify CITY in advance. This Agreement shall run to the CITY and its successors and assigns.

12. AMENDMENTS. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. CITY acknowledges prior to this agreement registering properties governed by the original ordinance. On a date, agreed upon by CHAMPIONS, prior to the effective date of this Agreement, the CITY will provide CHAMPIONS a digital file, in format agreeable to CHAMPIONS, containing all of the information of all properties registered by the CITY. All registrations and fees received by the CITY during the period from the data delivery date to the effective date will be submitted to CHAMPIONS and considered registrations by CHAMPIONS under the terms of this Agreement. If the CITY is unable

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to provide the agreed upon digital file then the CITY will provide CHAMPIONS all property registration information, including but not limited to registration forms, to CHAMPIONS for manual entry into the CHAMPIONS database. If manual entry of this information is required of CHAMPIONS the CITY agrees to compensate CHAMPIONS \$5.00 per property. Any data entry compensation due CHAMPIONS will be withheld from future registration fees due the CITY per this Agreement.

14. **BINDING AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

15. **LAWS AND ORDINANCES.** CHAMPIONS shall observe all laws and ordinances of the CITY, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.

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

17. **WAIVER.** Any failure by CITY to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and CITY may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

18. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

19. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Illinois with venue lying in Cook County, Illinois .

20. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal expenses, and costs, including fees and costs incurred at all pretrial, trial and appellate levels.

21. **ENTIRE AGREEMENT.** This Agreement represents the' entire and integrated agreement between the CITY and the CHAMPIONS and supersedes all prior negotiations, representations or agreements, either written or oral.

**PROPOSED
AGREEMENT BETWEEN THE CITY OF PROSPECT HEIGHTS AND
PROPERTY REGISTRATION CHAMPIONS, LLC.
(NEW ORDINANCE)**

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

CITY OF _Prospect Heights_____

_____ Date: _____

Joe Wade, City Administrator

PROPERTY REGISTRATION CHAMPIONS, LLC

_____ Date: _____

David Mulberry, President/CEO

2725 Center Place
Melbourne, FL 32940

9/25/2017 WARRANT LIST**Checks**

General Fund	\$ 132,926.83
Motor Fuel Tax Fund	
Palatine/Milwaukee Tax Increment Financing District	150.25
Tourism District	819.01
Development Fund	
Drug Enforcement Agency Fund	108.65
Solid Waste Fund	120.55
Special Service Area #1	473.02
Special Service Area #2	348.25
Special Service Area #3	1,120.87
Special Service Area #4	239.81
Special Service Area #5	207.15
Special Service Area #8 - Levee Wall #37	491.55
Special Service Area-Constr#6(Water Main)	
Special Service Area-Debt#6	110.38
Road Construction	
Road Construction Debt	132.95
Water Fund	29,207.53
Parking Fund	596.08
Sanitary Sewer Fund	4,424.47
Road/Building Bond Escrow	8,618.00
Police Pension	667.16
TOTAL	\$ 180,762.51

Wire Payments

9/15/2017 PAYROLL POSTING	142,861.54
AUGUST IMRF	-
POLICE PENSION PAYMENTS	-
	\$ 323,624.05

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Absolute Construction	17-277	BOND REFUND	04/07/2017	72-000-2310	382.00	.00	
Total Absolute Construction:					382.00	.00	
ADVANTAGE MARKETING GRO	30615	2017 SUMMER NEWSLETTER	07/03/2017	01-320-5221	1,920.00	.00	
Total ADVANTAGE MARKETING GROUP LTD:					1,920.00	.00	
AFLAC	079394	AFLAC WITHHOLDING	09/20/2017	01-000-2031	201.02	.00	
Total AFLAC:					201.02	.00	
AMERICAN DREAM HOME IMPR	09/11/17	JOB NOT STARTED/COMPLETE	09/11/2017	01-130-3400	160.00	.00	
Total AMERICAN DREAM HOME IMPROVEMENT:					160.00	.00	
ANNA MICAN	15-17	BOND REFUND	09/19/2017	72-000-2310	500.00	.00	
Total ANNA MICAN:					500.00	.00	
ARAMARK UNIFORM SERVICES	2081212133	UNIFORMS	09/08/2017	01-350-5104	192.24	.00	
Total ARAMARK UNIFORM SERVICES, INC:					192.24	.00	
ARLINGTON POWER EQUIPME	741402	OPERATING SUPPLIES	09/15/2017	01-350-6850	11.85	.00	
Total ARLINGTON POWER EQUIPMENT INC:					11.85	.00	
ARTHUR CLESEN INC	327447	GRASS SEED	08/14/2017	01-350-5650	131.00	.00	
Total ARTHUR CLESEN INC:					131.00	.00	
AT&T	09/01/17	SCADA LINE #5217	09/01/2017	51-300-5410	82.60	.00	
Total AT&T:					82.60	.00	
AT&T LONG DISTANCE	09/04/17	LONG DISTANCE	09/04/2017	01-320-5410	61.52	.00	
Total AT&T LONG DISTANCE:					61.52	.00	
ATLAS BUSINESS SOLUTIONS,	INV286481	LICENSES	09/06/2017	01-360-5100	756.00	.00	
Total ATLAS BUSINESS SOLUTIONS, INC.:					756.00	.00	
BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	01-320-5101	1,646.68	.00	
BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	12-300-5101	150.25	.00	
BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	13-300-5101	133.94	.00	
BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	53-300-5101	128.42	.00	
BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	16-300-5101	108.65	.00	
BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	51-300-5101	488.53	.00	
BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	17-300-5101	120.55	.00	
BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	52-300-5101	155.70	.00	
BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	41-300-5101	132.95	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	21-300-5101	103.88	.00	
BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	22-300-5101	102.16	.00	
BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	23-300-5101	118.93	.00	
BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	24-300-5101	99.21	.00	
BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	25-300-5101	113.43	.00	
BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	46-300-5101	110.38	.00	
BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	28-300-5101	119.18	.00	
BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	71-300-5100	667.16	.00	
Total BAKER TILLY VIRCHOW KRAUSE LLP:					4,500.00	.00	
BLACKBURN MFG. CO.	0550393-IN	PW SUPPLIES	08/08/2017	51-300-5050	192.89	.00	
Total BLACKBURN MFG. CO.:					192.89	.00	
BRIAN WITZIG	09/13/17	SEWER REFUND	09/13/2017	01-380-5970	97.50	.00	
Total BRIAN WITZIG:					97.50	.00	
BROOKS-ALLAN	0041910	BUSCARDS	09/01/2017	01-360-5221	317.11	.00	
Total BROOKS-ALLAN:					317.11	.00	
CHICAGO HOT BREADS	17-264	BOND REFUND	09/19/2017	72-000-2310	756.00	.00	
Total CHICAGO HOT BREADS:					756.00	.00	
CHICAGO PARTS AND SOUND,	30IC025331	WHEELING	08/14/2017	01-350-5020	96.58	.00	
CHICAGO PARTS AND SOUND,	30IC025395	WHEELING	08/14/2017	01-350-5020	162.36	.00	
CHICAGO PARTS AND SOUND,	30IC025750	WHEELING SQUAD 802	08/19/2017	01-350-5020	107.40	.00	
Total CHICAGO PARTS AND SOUND, LLC:					366.34	.00	
CJ MATERIALS & RECYCLING L	14147	3 INCH DOCKET	09/05/2017	01-350-5103	21.32	.00	
Total CJ MATERIALS & RECYCLING LLC:					21.32	.00	
COM ED	09/08/17	COMED I	09/08/2017	13-300-5108	37.37	.00	
COM ED	09/8/17	COMED I	09/08/2017	01-320-5410	35.70	.00	
COM ED	090817	COMED I	09/08/2017	51-300-5410	31.36	.00	
COM ED	9-8-17	COMED I	09/08/2017	13-300-5108	40.82	.00	
Total COM ED:					145.25	.00	
COMCAST	080617	INTERNET SERVICE AND LATE	08/06/2017	01-320-5410	738.55	.00	
Total COMCAST:					738.55	.00	
CONSERV FS INC.	102006642	GASOLINE	08/29/2017	01-350-5751	2,305.80	.00	
Total CONSERV FS INC.:					2,305.80	.00	
CONSTELLATION NEWENERGY	0041280448	1-04M76Y	09/01/2017	51-300-5410	726.40	.00	
CONSTELLATION NEWENERGY	0041332365	1-ZCQNEU	09/04/2017	01-350-5411	144.12	.00	
CONSTELLATION NEWENERGY	0041407705	SSA#5 1018	09/10/2017	25-300-5050	52.18	.00	
CONSTELLATION NEWENERGY	0041407736	STRTS 1010	09/10/2017	01-350-5411	39.49	.00	
CONSTELLATION NEWENERGY	0041407743	SSA #5 9118	09/10/2017	25-300-5050	41.54	.00	
CONSTELLATION NEWENERGY	0041407807	METRA 2006	09/10/2017	52-300-5410	211.36	.00	

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CONSTELLATION NEWENERGY	0041407867	METRA 3003	09/10/2017	52-300-5410	134.23	.00	
CONSTELLATION NEWENERGY	0041408126	SSA #8 9053	09/10/2017	28-300-5100	78.12	.00	
Total CONSTELLATION NEWENERGY INC.:					1,427.44	.00	
CYNTHIA LA MANTIA	09/06/17	COURT REPORTING SERVICES	09/06/2017	01-320-5122	560.00	.00	
Total CYNTHIA LA MANTIA:					560.00	.00	
DE LAGE LANDEN FINANCIAL S	56060873	CONTRACT 25360077	09/09/2017	01-320-5220	1,266.72	.00	
Total DE LAGE LANDEN FINANCIAL SERVICES INC:					1,266.72	.00	
DEKIND COMPUTER CONSULT	23043	SOFTWARE	09/13/2017	01-320-5130	305.01	.00	
Total DEKIND COMPUTER CONSULTANTS:					305.01	.00	
EL-COR INDUSTRIES INC	100073	VEH MTC SUPPLIES	08/31/2017	01-350-5020	10.50	.00	
EL-COR INDUSTRIES INC	100155	VEH MTC SUPPLIES	09/12/2017	01-350-5020	108.40	.00	
Total EL-COR INDUSTRIES INC:					118.90	.00	
FASTENAL	ILWHE154217	LEVY 37 SSA #8	08/22/2017	28-300-5100	48.87	.00	
Total FASTENAL:					48.87	.00	
FERNALD VERCELES	09/13/17	TICKET #68836 REFUND	09/13/2017	01-380-5970	60.00	.00	
Total FERNALD VERCELES:					60.00	.00	
HOME DEPOT CREDIT SERVIC	7064279	PAINT SUPPLIES	08/28/2017	01-350-5020	70.41	.00	
HOME DEPOT CREDIT SERVIC	7064279	FLOOD GATES	08/28/2017	28-300-5100	39.85	.00	
HOME DEPOT CREDIT SERVIC	7064279	GATE CAULK	08/28/2017	01-350-5710	32.45	.00	
HOME DEPOT CREDIT SERVIC	7064279	LANDSCAPING SUPPLIES	08/28/2017	52-300-5710	37.94	.00	
HOME DEPOT CREDIT SERVIC	7064279	SUPPLIES FOR MILWAUKEE	08/28/2017	13-300-5108	97.96	.00	
HOME DEPOT CREDIT SERVIC	7064279	CHAIN FOR CHIPPER BOX	08/28/2017	01-350-5710	31.04	.00	
Total HOME DEPOT CREDIT SERVICES:					309.65	.00	
ILLINOIS COUNTIES RISK MAN	17295	WORKERS COMPENSATION	09/07/2017	01-350-5530	10,988.75	.00	
ILLINOIS COUNTIES RISK MAN	17295	WORKERS COMPENSATION	09/07/2017	51-300-5530	2,296.67	.00	
ILLINOIS COUNTIES RISK MAN	17295	WORKERS COMPENSATION	09/07/2017	21-300-5530	369.14	.00	
ILLINOIS COUNTIES RISK MAN	17295	WORKERS COMPENSATION	09/07/2017	22-300-5530	246.09	.00	
ILLINOIS COUNTIES RISK MAN	17295	WORKERS COMPENSATION	09/07/2017	23-300-5530	1,001.84	.00	
ILLINOIS COUNTIES RISK MAN	17295	WORKERS COMPENSATION	09/07/2017	24-300-5530	140.60	.00	
ILLINOIS COUNTIES RISK MAN	17295	WORKERS COMPENSATION	09/07/2017	01-340-5530	3,925.74	.00	
ILLINOIS COUNTIES RISK MAN	17295	WORKERS COMPENSATION	09/07/2017	01-360-5530	66,614.58	.00	
ILLINOIS COUNTIES RISK MAN	17295	WORKERS COMPENSATION	09/07/2017	51-300-5530	134.09	.00	
ILLINOIS COUNTIES RISK MAN	17295	WORKERS COMPENSATION	09/07/2017	01-340-5530	536.34	.00	
ILLINOIS COUNTIES RISK MAN	17295	WORKERS COMPENSATION	09/07/2017	01-360-5530	1,609.03	.00	
ILLINOIS COUNTIES RISK MAN	17295	WORKERS COMPENSATION	09/07/2017	01-320-5530	1,609.03	.00	
Total ILLINOIS COUNTIES RISK MANAGEMENT TRUST:					89,472.00	.00	
ILLINOIS-AMERICAN WATER C	09/06/17	1217 E. CAMP MCDONALD RD	09/06/2017	51-300-5412	21,018.18	.00	
Total ILLINOIS-AMERICAN WATER CO.:					21,018.18	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
IMPACT NETWORKING LLC	897354	KONICA TONER	08/16/2017	01-320-5700	19.50	.00	
IMPACT NETWORKING LLC	911284	KYOCERA TONER	09/05/2017	01-360-5700	19.50	.00	
Total IMPACT NETWORKING LLC:					39.00	.00	
JUST TIRES MP INC.	529080	SQUAD TIRES	08/17/2017	01-350-5020	844.44	.00	
Total JUST TIRES MP INC.:					844.44	.00	
KINGS KENNELS	08/09/17	IMPOUNDING FEES	08/09/2017	01-360-5141	135.00	.00	
Total KINGS KENNELS:					135.00	.00	
LANDSCAPE CONCEPTS MANA	130523	SEPT MAINTENANCE	09/01/2017	13-300-5108	508.92	.00	
Total LANDSCAPE CONCEPTS MANAGEMENT:					508.92	.00	
LOGSDON OFFICE SUPPLY	0993624-003	SUPPLIES REFUND	09/12/2017	01-320-5700	196.39-	.00	
LOGSDON OFFICE SUPPLY	1006662-001	SUPPLIES	09/13/2017	01-320-5700	127.52	.00	
Total LOGSDON OFFICE SUPPLY:					68.87-	.00	
MADISON NATIONAL LIFE	1265600	ADMIN LIFE INS	08/23/2017	01-320-4110	22.49	.00	
MADISON NATIONAL LIFE	1265600	B&Z	08/23/2017	01-340-4110	32.42	.00	
MADISON NATIONAL LIFE	1265600	PW LIFE INS	08/23/2017	01-350-4110	49.50	.00	
MADISON NATIONAL LIFE	1265600	PD LIFE INS	08/23/2017	01-360-4110	244.78	.00	
MADISON NATIONAL LIFE	1265600	WATER LIFE INS	08/23/2017	51-300-4110	10.25	.00	
Total MADISON NATIONAL LIFE:					359.44	.00	
MENARDS	1115	PW OPERATING SUPPLIES	08/31/2017	52-300-5710	56.85	.00	
MENARDS	1216	PW OPERATING SUPPLIES	09/01/2017	01-350-5103	15.88	.00	
MENARDS	1989	PW OPERATING SUPPLIES	09/13/2017	01-350-5710	3.92	.00	
MENARDS	97534	CITY HALL MULCH	07/06/2017	01-350-5104	50.00	.00	
Total MENARDS:					126.65	.00	
MICHAEL PORZYCKI	09/15/17	MILEAGE REIMBURSEMENT	09/15/2017	01-340-5100	54.26	.00	
Total MICHAEL PORZYCKI:					54.26	.00	
MICHAEL WAGNER & SONS IN	1417743	LEVY 37 SSA #8	08/24/2017	28-300-5100	205.53	.00	
Total MICHAEL WAGNER & SONS INC:					205.53	.00	
MOE FUNDS	10/2017	OCT PREMIUMS	09/19/2017	01-350-4100	7,700.00	.00	
MOE FUNDS	10/2017	NOV PREMIUMS	09/19/2017	51-300-4100	1,925.00	.00	
MOE FUNDS	10/2017	NOV PREMIUMS	09/19/2017	51-300-4100	1,925.00	.00	
Total MOE FUNDS:					11,550.00	.00	
MOE FUNDS-RETIREE	10/17	JIM O'NEILL	09/15/2017	01-350-4100	1,356.60	.00	
Total MOE FUNDS-RETIREE:					1,356.60	.00	
MPC COMMUNICATIONS & LIG	17-1274	VEHICLE MTC	09/11/2017	01-360-5610	30.25	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total MPC COMMUNICATIONS & LIGHTING INC:					30.25	.00	
NAPA-HEIGHTS AUTOMOTIVE	15876	CREDIT MEMO	08/01/2017	01-350-5020	11.60-	.00	
NAPA-HEIGHTS AUTOMOTIVE	15877	VEH MTC SUPPLIES	08/01/2017	01-350-5020	6.73	.00	
NAPA-HEIGHTS AUTOMOTIVE	16654	VEH MTC SUPPLIES	08/01/2017	01-350-5020	11.23	.00	
NAPA-HEIGHTS AUTOMOTIVE	16693	VEH MTC SUPPLIES	08/01/2017	01-350-5020	55.46	.00	
NAPA-HEIGHTS AUTOMOTIVE	24190	VEH MTC SUPPLIES	08/01/2017	01-350-5020	17.94	.00	
NAPA-HEIGHTS AUTOMOTIVE	3563-024190	SEWER TRUCK FILTER	08/31/2017	53-500-7051	17.94	.00	
NAPA-HEIGHTS AUTOMOTIVE	3563-024536	SEWER TRUCK FILTER	09/01/2017	53-500-7051	6.07	.00	
NAPA-HEIGHTS AUTOMOTIVE	9337	PW VEHICLE MAINTENANCE	07/31/2017	01-350-5020	284.96	.00	
Total NAPA-HEIGHTS AUTOMOTIVE:					388.73	.00	
NICOR GAS	082417	WTR 70-06-34-0000 9	08/24/2017	51-300-5410	25.93	.00	
Total NICOR GAS:					25.93	.00	
NORTH SHORE SIGN	117528	SIGN MAINTENANCE	09/01/2017	01-320-5100	38.00	.00	
Total NORTH SHORE SIGN:					38.00	.00	
NORTH SUBURBAN EMPLOYEE	10-17	OCT Premium Balance	09/18/2017	01-360-4100	106.00	.00	
Total NORTH SUBURBAN EMPLOYEE BENEFIT COOPERAT:					106.00	.00	
NORTHSHORE UNIV HEALTHS	09/07/17	DEOL STRESS TEST	09/07/2017	01-380-5100	1,300.00	.00	
Total NORTHSHORE UNIV HEALTHSY:					1,300.00	.00	
OPP FRANCHISING INC. DBA J	CHC09170220	SEPT CLEANING SERVICES	09/01/2017	01-350-5104	1,132.00	.00	
Total OPP FRANCHISING INC. DBA JAN-KING IL:					1,132.00	.00	
PDC LABORATORIES INC	873855	WATER TESTING	08/31/2017	51-300-5100	71.25	.00	
Total PDC LABORATORIES INC:					71.25	.00	
PENTEGRA SYSTEMS LLC	55530	SECURITY SYSTEM MTC	07/28/2017	01-350-5104	4,781.94	.00	
Total PENTEGRA SYSTEMS LLC:					4,781.94	.00	
PETER TEGOS	09/19/17	BOND REFUND	09/19/2017	72-000-2310	3,901.00	.00	
Total PETER TEGOS:					3,901.00	.00	
PETER WRZBSINSKI	15-232	BOND REFUND	09/19/2017	72-000-2310	500.00	.00	
Total PETER WRZBSINSKI:					500.00	.00	
PIOTR JALOWIEC	17-214B	BOND REFUND	09/11/2017	72-000-2310	2,007.00	.00	
Total PIOTR JALOWIEC:					2,007.00	.00	
PREISER ANIMAL HOSPITAL	114952	PD KENNEL FEES	08/01/2017	01-360-5141	117.80	.00	
Total PREISER ANIMAL HOSPITAL:					117.80	.00	

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PRINTING SYSTEMS INC.	101150	CHECK PRINTING	09/01/2017	01-320-5221	235.84	.00	
Total PRINTING SYSTEMS INC.:					235.84	.00	
QUILL CORPORATION	9555246	MISC SUPPLIES	09/01/2017	01-360-5700	89.97	.00	
Total QUILL CORPORATION:					89.97	.00	
RACEWAY CAR WASH	69	CARWASH	09/07/2017	01-360-5321	72.00	.00	
Total RACEWAY CAR WASH:					72.00	.00	
RC CONTRACTORS	17-510	BOND REFUND	09/19/2017	72-000-2310	572.00	.00	
Total RC CONTRACTORS:					572.00	.00	
REDSPEED ILLINOIS	#17026004481	TICKET #1702600448144863	09/11/2017	01-140-3500	100.00	.00	
Total REDSPEED ILLINOIS:					100.00	.00	
ROSINA VICTOR	09/13/17	SEWER REFUND	09/13/2017	01-380-5970	60.00	.00	
Total ROSINA VICTOR:					60.00	.00	
RUSSO POWER EQUIPMENT IN	4140454	LANDSCAPE EQUIPMENT	06/08/2017	01-350-5103	72.96	.00	
RUSSO POWER EQUIPMENT IN	4356808	LANDSCAPE EQUIPMENT	08/18/2017	01-350-5610	31.14	.00	
RUSSO POWER EQUIPMENT IN	4418649	LANDSCAPE EQUIPMENT	09/12/2017	01-350-5103	2,830.00	.00	
RUSSO POWER EQUIPMENT IN	4418650	LANDSCAPE EQUIPMENT	09/12/2017	01-350-5610	64.40	.00	
RUSSO POWER EQUIPMENT IN	4418655	PW EQUIPMENT	09/12/2017	01-350-5610	234.00	.00	
Total RUSSO POWER EQUIPMENT INC.:					3,232.50	.00	
S D ENTERPRISES, INC.	08/17	SEWER INSPECTION	09/07/2017	53-300-5100	830.00	.00	
Total S D ENTERPRISES, INC.:					830.00	.00	
SAFEBUILT INC.	0034297-IN	INSPECTIONS	08/31/2017	01-340-5100	1,024.12	.00	
Total SAFEBUILT INC.:					1,024.12	.00	
STANDARD EQUIPMENT CO	P00873	SEWER TRUCK PRESSURE PU	08/30/2017	53-500-7051	3,442.04	.00	
Total STANDARD EQUIPMENT CO:					3,442.04	.00	
SUNBELT RENTALS, INC.	71522198-000	CONCRETE SANDER	08/15/2017	01-350-5510	524.76	.00	
Total SUNBELT RENTALS, INC.:					524.76	.00	
THE MULCH CENTER	31421	SCREENED TOPSOIL	09/07/2017	01-350-5103	42.00	.00	
Total THE MULCH CENTER:					42.00	.00	
THOMPSON ELEVATOR INSPE	17-2985	ELEVATOR INSPECTION	09/14/2017	01-340-5100	43.00	.00	
Total THOMPSON ELEVATOR INSPECT SVC, INC.:					43.00	.00	
TRAFFIC LOGIX CORPORATIO	I-22991	CELL BATTERY ASSEMBLY	08/29/2017	01-360-7022	249.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total TRAFFIC LOGIX CORPORATION:					249.00	.00	
TRESSLER LLP	384975	LEGAL SERVICES	09/11/2017	01-320-5100	7,827.00	.00	
Total TRESSLER LLP:					7,827.00	.00	
VALVOLINE LLC	131936491	VEHICLE MAINTENANCE	08/15/2017	01-350-5020	739.92	.00	
Total VALVOLINE LLC:					739.92	.00	
VERIZON WIRELESS	9790151517	PD CELL PHONES	08/01/2017	01-360-5610	988.81	.00	
VERIZON WIRELESS	9791900282	SEPTEMBER STATEMENT	09/01/2017	01-360-5610	982.85	.00	
Total VERIZON WIRELESS:					1,971.46	.00	
VILLAGE OF MOUNT PROSPEC	09/15/17	WATER USAGE #3288-001	09/15/2017	51-300-5412	279.38	.00	
Total VILLAGE OF MOUNT PROSPECT:					279.38	.00	
WAREHOUSE DIRECT OFFICE	3588442-0	BUILD OFFICE SUPPLIES	08/18/2017	01-320-5700	96.32	.00	
WAREHOUSE DIRECT OFFICE	3615830-0	CH OFFICE SUPPLIES	09/12/2017	01-320-5700	43.03	.00	
Total WAREHOUSE DIRECT OFFICE PROD INC.:					139.35	.00	
WHEELING/PROSPECT HEIGHT	4855	ANNUAL BREAKFAST	02/27/2017	01-310-5300	30.00	.00	
WHEELING/PROSPECT HEIGHT	4856	ANNUAL BREAKFAST	02/27/2017	01-310-5300	30.00	.00	
Total WHEELING/PROSPECT HEIGHTS CC & INDUSTRY:					60.00	.00	
XTIVTY SOLUTIONS INC.	483	8/17 MONTHLY VOIP SERVICES	09/14/2017	01-320-5410	1,291.54	.00	
Total XTIVTY SOLUTIONS INC.:					1,291.54	.00	
Grand Totals:					180,762.51	.00	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
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Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

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GENERAL FUND							
01-000-2031 WITHHOLDING - Q AFLA	AFLAC	079394	AFLAC WITHHOLDING	09/20/2017	201.02	.00	
Total :					201.02	.00	
BUILDING & ZONING FEES							
01-130-3400 BUILDING PERMITS	AMERICAN DREAM HOME IMPR	09/11/17	JOB NOT STARTED/COMPLETE	09/11/2017	160.00	.00	
Total BUILDING & ZONING FEES:					160.00	.00	
PUBLIC SAFETY FINES & FEES							
01-140-3500 TRAFFIC FINES	REDSPEED ILLINOIS	#17026004481	TICKET #1702600448144663	09/11/2017	100.00	.00	
Total PUBLIC SAFETY FINES & FEES:					100.00	.00	
CITY COUNCIL & BOARDS							
01-310-5300 ALDERMANIC EXPENSE	WHEELING/PROSPECT HEIGHT	4855	ANNUAL BREAKFAST	02/27/2017	30.00	.00	
01-310-5300 ALDERMANIC EXPENSE	WHEELING/PROSPECT HEIGHT	4856	ANNUAL BREAKFAST	02/27/2017	30.00	.00	
Total CITY COUNCIL & BOARDS:					60.00	.00	
ADMINISTRATION							
01-320-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1265600	ADMIN LIFE INS	08/23/2017	22.49	.00	
01-320-5100 PROFESSIONAL SERVIC	NORTH SHORE SIGN	117528	SIGN MAINTENANCE	09/01/2017	38.00	.00	
01-320-5100 PROFESSIONAL SERVIC	TRESSLER LLP	384975	LEGAL SERVICES	09/11/2017	7,827.00	.00	
01-320-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	1,646.68	.00	
01-320-5122 CITY PROSECUTOR	CYNTHIA LA MANTIA	09/06/17	COURT REPORTING SERVICES	09/06/2017	560.00	.00	
01-320-5130 COMPUTER CONSULTA	DEKIND COMPUTER CONSULT	23043	SOFTWARE	09/13/2017	305.01	.00	
01-320-5220 PHOTOCOPY	DE LAGE LANDEN FINANCIAL S	56060873	CONTRACT 25360077	09/09/2017	1,266.72	.00	
01-320-5221 PRINTING	ADVANTAGE MARKETING GRO	30615	2017 SUMMER NEWSLETTER	07/03/2017	1,920.00	.00	
01-320-5221 PRINTING	PRINTING SYSTEMS INC.	101150	CHECK PRINTING	09/01/2017	235.84	.00	
01-320-5410 UTILITIES	AT&T LONG DISTANCE	09/04/17	LONG DISTANCE	09/04/2017	61.52	.00	
01-320-5410 UTILITIES	COM ED	09/08/17	COMED I	09/08/2017	35.70	.00	
01-320-5410 UTILITIES	COMCAST	080617	INTERNET SERVICE AND LATE	08/06/2017	738.55	.00	
01-320-5410 UTILITIES	XTIVITY SOLUTIONS INC.	483	8/17 MONTHLY VOIP SERVICES	09/14/2017	1,291.54	.00	
01-320-5530 WORKERS COMPENSATI	ILLINOIS COUNTIES RISK MAN	17295	WORKERS COMPENSATION	09/07/2017	1,609.03	.00	
01-320-5700 OFFICE SUPPLIES	IMPACT NETWORKING LLC	887354	KONICA TONER	08/16/2017	19.50	.00	
01-320-5700 OFFICE SUPPLIES	LOGSDON OFFICE SUPPLY	0983624-003	SUPPLIES REFUND	09/12/2017	196.39	.00	
01-320-5700 OFFICE SUPPLIES	LOGSDON OFFICE SUPPLY	1008662-001	SUPPLIES	09/13/2017	127.52	.00	
01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	3568442-0	BUILD OFFICE SUPPLIES	08/18/2017	96.32	.00	

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01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	3615830-0	CH OFFICE SUPPLIES	09/12/2017	43.03	.00	
Total ADMINISTRATION:							
					17,648.06	.00	
BUILDING DEPARTMENT							
01-340-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1265600	B&Z	08/23/2017	32.42	.00	
01-340-5100 PROFESSIONAL SERVIC	MICHAEL PORZYCKI	09/15/17	MILEAGE REIMBURSEMENT	09/15/2017	54.26	.00	
01-340-5100 PROFESSIONAL SERVIC	SAFEBUILT INC.	0034297-IN	INSPECTIONS	08/31/2017	1,024.12	.00	
01-340-5100 PROFESSIONAL SERVIC	THOMPSON ELEVATOR INSPE	17-2985	ELEVATOR INSPECTION	08/14/2017	43.00	.00	
01-340-5530 WORKERS COMPENSATI	ILLINOIS COUNTIES RISK MAN	17295	WORKERS COMPENSATION	09/07/2017	3,925.74	.00	
01-340-5530 WORKERS COMPENSATI	ILLINOIS COUNTIES RISK MAN	17295	WORKERS COMPENSATION	09/07/2017	536.34	.00	
Total BUILDING DEPARTMENT:							
					5,615.88	.00	
PUBLIC WORKS							
01-350-4100 HEALTH INSURANCE	MOE FUNDS	10/2017	OCT PREMIUMS	09/19/2017	7,700.00	.00	
01-350-4100 HEALTH INSURANCE	MOE FUNDS-RETIREE	10/17	JIM O'NEILL	09/15/2017	1,356.60	.00	
01-350-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1265600	PW LIFE INS	08/23/2017	49.50	.00	
01-350-5020 VEHICLE MAINTENANCE	CHICAGO PARTS AND SOUND,	30IC025331	WHEELING	08/14/2017	96.58	.00	
01-350-5020 VEHICLE MAINTENANCE	CHICAGO PARTS AND SOUND,	30IC025395	WHEELING	08/14/2017	162.36	.00	
01-350-5020 VEHICLE MAINTENANCE	CHICAGO PARTS AND SOUND,	30IC025750	WHEELING SQUAD 602	08/19/2017	107.40	.00	
01-350-5020 VEHICLE MAINTENANCE	EL-COR INDUSTRIES INC	100073	VEH MTC SUPPLIES	08/31/2017	10.50	.00	
01-350-5020 VEHICLE MAINTENANCE	EL-COR INDUSTRIES INC	100155	VEH MTC SUPPLIES	09/12/2017	108.40	.00	
01-350-5020 VEHICLE MAINTENANCE	HOME DEPOT CREDIT SERVIC	7064279	PAINT SUPPLIES	08/28/2017	70.41	.00	
01-350-5020 VEHICLE MAINTENANCE	JUST TIRES MP INC.	529080	SQUAD TIRES	08/17/2017	844.44	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA-HEIGHTS AUTOMOTIVE	15876	CREDIT MEMO	08/01/2017	11.60-	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA-HEIGHTS AUTOMOTIVE	15877	VEH MTC SUPPLIES	08/01/2017	6.73	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA-HEIGHTS AUTOMOTIVE	16654	VEH MTC SUPPLIES	08/01/2017	11.23	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA-HEIGHTS AUTOMOTIVE	16693	VEH MTC SUPPLIES	08/01/2017	55.46	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA-HEIGHTS AUTOMOTIVE	24190	VEH MTC SUPPLIES	08/01/2017	17.94	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA-HEIGHTS AUTOMOTIVE	9337	PW VEHICLE MAINTENANCE	07/31/2017	284.96	.00	
01-350-5020 VEHICLE MAINTENANCE	VALVOLINE LLC	131936491	VEHICLE MAINTENANCE	08/15/2017	739.92	.00	
01-350-5103 PROF SERVICES - FORE	CJ MATERIALS & RECYCLING L	14147	3 INCH DOCKET	09/05/2017	21.32	.00	
01-350-5103 PROF SERVICES - FORE	MENARDS	1216	PW OPERATING SUPPLIES	09/01/2017	15.88	.00	
01-350-5103 PROF SERVICES - FORE	RUSSCO POWER EQUIPMENT IN	4140454	LANDSCAPE EQUIPMENT	06/08/2017	72.96	.00	
01-350-5103 PROF SERVICES - FORE	RUSSCO POWER EQUIPMENT IN	4418649	LANDSCAPE EQUIPMENT	09/12/2017	2,830.00	.00	
01-350-5103 PROF SERVICES - FORE	THE MULCH CENTER	31421	SCREENED TOPSOIL	09/07/2017	42.00	.00	
01-350-5104 PROF SERVICES - BUILD	ARAMARK UNIFORM SERVICES	2081212133	UNIFORMS	09/08/2017	192.24	.00	
01-350-5104 PROF SERVICES - BUILD	MENARDS	97534	CITY HALL MULCH	07/06/2017	50.00	.00	
01-350-5104 PROF SERVICES - BUILD	OPP FRANCHISING INC. DBA J	CHC09170220	SEPT CLEANING SERVICES	09/01/2017	1,132.00	.00	
01-350-5104 PROF SERVICES - BUILD	PENTEGRA SYSTEMS LLC	55530	SECURITY SYSTEM MTC	07/28/2017	4,781.94	.00	

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01-350-5411 WATER AND ELECTRIC	CONSTELLATION NEWENERGY	0041332365	1-ZCQNEU	09/04/2017	144.12	.00	
01-350-5411 WATER AND ELECTRIC	CONSTELLATION NEWENERGY	0041407736	STRTS 1010	09/10/2017	39.49	.00	
01-350-5510 RENTAL EQUIPMENT	SUNBELT RENTALS, INC.	71522198-000	CONCRETE SANDER	08/15/2017	524.76	.00	
01-350-5530 WORKERS COMPENSATI	ILLINOIS COUNTIES RISK MAN	17295	WORKERS COMPENSATION	09/07/2017	10,988.75	.00	
01-350-5610 EQUIPMENT MAINTENA	RUSSO POWER EQUIPMENT IN	4356808	LANDSCAPE EQUIPMENT	08/18/2017	31.14	.00	
01-350-5610 EQUIPMENT MAINTENA	RUSSO POWER EQUIPMENT IN	4418650	LANDSCAPE EQUIPMENT	09/12/2017	64.40	.00	
01-350-5610 EQUIPMENT MAINTENA	RUSSO POWER EQUIPMENT IN	4418655	PW EQUIPMENT	09/12/2017	234.00	.00	
01-350-5650 LANDSCAPE SUPPLIES	ARLINGTON POWER EQUIPME	741402	OPERATING SUPPLIES	09/15/2017	11.85	.00	
01-350-5650 LANDSCAPE SUPPLIES	ARTHUR GLESEN INC	327447	GRASS SEED	08/14/2017	131.00	.00	
01-350-5710 OPERATING SUPPLIES	HOME DEPOT CREDIT SERVIC	7084279	GATE CAULK	08/28/2017	32.45	.00	
01-350-5710 OPERATING SUPPLIES	HOME DEPOT CREDIT SERVIC	7084279	CHAIN FOR CHIPPER BOX	08/28/2017	31.04	.00	
01-350-5710 OPERATING SUPPLIES	MENARDS	1989	PW OPERATING SUPPLIES	08/13/2017	3.92	.00	
01-350-5751 GASOLINE	CONSERV FS INC.	102006842	GASOLINE	08/29/2017	2,305.80	.00	
Total PUBLIC WORKS:					35,291.89	.00	
PUBLIC SAFETY							
01-360-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	10-17	OCT Premium Balance	09/18/2017	106.00	.00	
01-360-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1265600	PD LIFE INS	08/23/2017	244.78	.00	
01-360-5100 PROFESSIONAL SERVIC	ATLAS BUSINESS SOLUTIONS,	INV296481	LICENSES	09/06/2017	756.00	.00	
01-360-5100 PROFESSIONAL SERVIC	NORTHSHORE UNIV HEALTHS	09/07/17	DEOL STRESS TEST	09/07/2017	1,300.00	.00	
01-360-5141 KENNEL FEES	KINGS KENNELS	08/09/17	IMPOUNDING FEES	08/09/2017	135.00	.00	
01-360-5141 KENNEL FEES	PREISER ANIMAL HOSPITAL	114952	PD KENNEL FEES	09/01/2017	117.80	.00	
01-360-5221 PRINTING	BROOKS-ALLAN	0041910	BUSCARDS	09/01/2017	317.11	.00	
01-360-5321 AUTO EXPENSE	RACEWAY CAR WASH	69	CARWASH	09/07/2017	72.00	.00	
01-360-5530 WORKERS COMPENSATI	ILLINOIS COUNTIES RISK MAN	17295	WORKERS COMPENSATION	09/07/2017	66,614.58	.00	
01-360-5530 WORKERS COMPENSATI	ILLINOIS COUNTIES RISK MAN	17295	WORKERS COMPENSATION	09/07/2017	1,609.03	.00	
01-360-5610 EQUIPMENT MAINTENA	MPC COMMUNICATIONS & LIG	17-1274	VEHICLE MTC	09/11/2017	30.25	.00	
01-360-5610 EQUIPMENT MAINTENA	VERIZON WIRELESS	9790151517	PD CELL PHONES	08/01/2017	988.61	.00	
01-360-5610 EQUIPMENT MAINTENA	VERIZON WIRELESS	9791900282	SEPTEMBER STATEMENT	09/01/2017	982.85	.00	
01-360-5700 OFFICE SUPPLIES	IMPACT NETWORKING LLC	911284	KYOCERA TONER	09/05/2017	19.50	.00	
01-360-5700 OFFICE SUPPLIES	QUILL CORPORATION	9555246	MISC SUPPLIES	09/01/2017	89.97	.00	
01-360-7022 POLICE TECH/SAFETY S	TRAFFIC LOGIX CORPORATIO	I-22991	CELL BATTERY ASSEMBLY	08/29/2017	249.00	.00	
Total PUBLIC SAFETY:					73,632.48	.00	
OTHER EXPENSES							
01-380-5970 REFUNDS	BRIAN WITZIG	09/13/17	SEWER REFUND	09/13/2017	97.50	.00	
01-380-5970 REFUNDS	FERNALD VERCELES	09/13/17	TICKET #88836 REFUND	09/13/2017	60.00	.00	
01-380-5970 REFUNDS	ROSINA VICTOR	09/13/17	SEWER REFUND	09/13/2017	60.00	.00	

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Total OTHER EXPENSES:							
					217.50	.00	
Total GENERAL FUND:							
					132,926.83	.00	

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PALATINE/MILWAUKEE TIF FUND							
EXPENSES							
12-300-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	150.25	.00	
Total EXPENSES:					150.25	.00	
Total PALATINE/MILWAUKEE TIF FUND:					150.25	.00	

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GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
TOURISM DISTRICT EXPENSES							
13-300-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	133.94	.00	
13-300-5108 BEAUTIFICATION	COM ED	09/08/17	COMED I	09/08/2017	37.37	.00	
13-300-5108 BEAUTIFICATION	COM ED	9-8-17	COMED I	09/08/2017	40.82	.00	
13-300-5108 BEAUTIFICATION	HOME DEPOT CREDIT SERVIC	7064279	SUPPLIES FOR MILWAUKEE	08/28/2017	97.96	.00	
13-300-5108 BEAUTIFICATION	LANDSCAPE CONCEPTS MANA	130523	SEPT MAINTENANCE	09/01/2017	508.92	.00	
Total EXPENSES:					819.01	.00	
Total TOURISM DISTRICT:					819.01	.00	

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GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
DEA SEIZURE FUND EXPENSES 16-300-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	108.65	.00	
Total EXPENSES:					108.65	.00	
Total DEA SEIZURE FUND:					108.65	.00	

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GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SOLID WASTE DISPOSAL FUND							
EXPENSES							
17-300-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	120.55	.00	
Total EXPENSES:					120.55	.00	
Total SOLID WASTE DISPOSAL FUND:					120.55	.00	

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GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SSA #1							
EXPENSES							
21-300-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	103.88	.00	
21-300-5530 WORKERS COMPENSATI	ILLINOIS COUNTIES RISK MAN	17295	WORKERS COMPENSATION	09/07/2017	369.14	.00	
Total EXPENSES:					473.02	.00	
Total SSA #1:					473.02	.00	

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SSA #2							
EXPENSES							
22-300-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	102.16	.00	
22-300-5530 WORKERS COMPENSATI	ILLINOIS COUNTIES RISK MAN	17295	WORKERS COMPENSATION	09/07/2017	246.09	.00	
Total EXPENSES:					348.25	.00	
Total SSA #2:					348.25	.00	

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GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SSA #3 EXPENSES							
23-300-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	118.93	.00	
23-300-5530 WORKERS COMPENSATI	ILLINOIS COUNTIES RISK MAN	17295	WORKERS COMPENSATION	09/07/2017	1,001.94	.00	
Total EXPENSES:					1,120.87	.00	
Total SSA #3:					1,120.87	.00	

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SSA #4							
EXPENSES							
24-300-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	99.21	.00	
24-300-5530 WORKERS COMPENSATI	ILLINOIS COUNTIES RISK MAN	17295	WORKERS COMPENSATION	09/07/2017	140.60	.00	
Total EXPENSES:					239.81	.00	
Total SSA #4:					239.81	.00	

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SSA #5 EXPENSES							
25-300-5050 SYSTEM MAINTENANCE	CONSTELLATION NEWENERGY	0041407705	SSA#5 1018	09/10/2017	52.18	.00	
25-300-5050 SYSTEM MAINTENANCE	CONSTELLATION NEWENERGY	0041407743	SSA #5 9118	09/10/2017	41.54	.00	
25-300-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	113.43	.00	
Total EXPENSES:					207.15	.00	
Total SSA #5:					207.15	.00	

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GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SSA #8 EXPENSES							
28-300-5100 PROFESSIONAL SERVIC	CONSTELLATION NEWENERGY	0041408126	SSA #8 9053	09/10/2017	78.12	.00	
28-300-5100 PROFESSIONAL SERVIC	FASTENAL	ILWHE154217	LEVY 37 SSA #8	08/22/2017	48.87	.00	
28-300-5100 PROFESSIONAL SERVIC	HOME DEPOT CREDIT SERVIC	7064279	FLOOD GATES	08/28/2017	39.85	.00	
28-300-5100 PROFESSIONAL SERVIC	MICHAEL WAGNER & SONS IN	1417743	LEVY 37 SSA #8	08/24/2017	205.53	.00	
28-300-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	119.18	.00	
Total EXPENSES:					491.55	.00	
Total SSA #8:					491.55	.00	

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GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ROAD CONSTRUCTION DEBT EXPENSES 41-300-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	132.95	.00	
Total EXPENSES:					132.95	.00	
Total ROAD CONSTRUCTION DEBT:					132.95	.00	

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GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SSA #6 DEBT EXPENSES 46-300-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	110.38	.00	
Total EXPENSES:					110.38	.00	
Total SSA #6 DEBT:					110.38	.00	

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GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
WATER FUND							
EXPENSES							
51-300-4100 HEALTH INSURANCE	MOE FUNDS	10/2017	NOV PREMIUMS	09/19/2017	1,925.00	.00	
51-300-4100 HEALTH INSURANCE	MOE FUNDS	10/2017	NOV PREMIUMS	09/19/2017	1,925.00	.00	
51-300-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1265600	WATER LIFE INS	08/23/2017	10.25	.00	
51-300-5050 SYSTEM MAINTENANCE	BLACKBURN MFG. CO.	0550393-IN	PW SUPPLIES	09/08/2017	192.89	.00	
51-300-5100 PROFESSIONAL SERVIC	PDC LABORATORIES INC	873855	WATER TESTING	08/31/2017	71.25	.00	
51-300-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	488.53	.00	
51-300-5410 UTILITIES	AT&T	09/01/17	SCADA LINE #5217	09/01/2017	82.60	.00	
51-300-5410 UTILITIES	COM ED	090817	COMED I	09/08/2017	31.36	.00	
51-300-5410 UTILITIES	CONSTELLATION NEWENERGY	0041280448	1-Q4M76Y	09/01/2017	726.40	.00	
51-300-5410 UTILITIES	NICOR GAS	082417	WTR 70-06-34-0000 9	08/24/2017	25.93	.00	
51-300-5412 WATER	ILLINOIS-AMERICAN WATER C	09/06/17	1217 E. CAMP MCDONALD RD	09/06/2017	21,018.18	.00	
51-300-5412 WATER	VILLAGE OF MOUNT PROSPEC	09/15/17	WATER USAGE #3288-001	09/15/2017	279.38	.00	
51-300-5530 WORKERS COMPENSATI	ILLINOIS COUNTIES RISK MAN	17295	WORKERS COMPENSATION	09/07/2017	2,296.67	.00	
51-300-5530 WORKERS COMPENSATI	ILLINOIS COUNTIES RISK MAN	17295	WORKERS COMPENSATION	09/07/2017	134.09	.00	
Total EXPENSES:					29,207.53	.00	
Total WATER FUND:					29,207.53	.00	

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GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
PARKING FUND							
EXPENSES							
52-300-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	155.70	.00	
52-300-5410 UTILITIES	CONSTELLATION NEWENERGY	0041407807	METRA 2006	09/10/2017	211.36	.00	
52-300-5410 UTILITIES	CONSTELLATION NEWENERGY	0041407867	METRA 3003	09/10/2017	134.23	.00	
52-300-5710 OPERATING SUPPLIES	HOME DEPOT CREDIT SERVIC	7064279	LANDSCAPING SUPPLIES	08/28/2017	37.94	.00	
52-300-5710 OPERATING SUPPLIES	MENARDS	1115	PW OPERATING SUPPLIES	08/31/2017	56.85	.00	
Total EXPENSES:					596.08	.00	
Total PARKING FUND:					596.08	.00	

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GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
POLICE PENSION							
EXPENSES							
71-300-5100 PROFESSIONAL SERVIC	BAKER TILLY VIRCHOW KRAUS	BT1138339	4/30/17 FS AUDIT	07/28/2017	667.16	.00	
Total EXPENSES:					667.16	.00	
Total POLICE PENSION:					667.16	.00	

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GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ROAD & BUILDING BOND ESCROW							
72-000-2310 DEPOSIT ROAD/BUILDE	Absolute Construction	17-277	BOND REFUND	04/07/2017	382.00	.00	
72-000-2310 DEPOSIT ROAD/BUILDE	ANNA MICAN	15-17	BOND REFUND	09/19/2017	500.00	.00	
72-000-2310 DEPOSIT ROAD/BUILDE	CHICAGO HOT BREADS	17-264	BOND REFUND	09/19/2017	756.00	.00	
72-000-2310 DEPOSIT ROAD/BUILDE	PETER TEGOS	09/19/17	BOND REFUND	09/19/2017	3,901.00	.00	
72-000-2310 DEPOSIT ROAD/BUILDE	PETER WRZBSINSKI	15-232	BOND REFUND	09/19/2017	500.00	.00	
72-000-2310 DEPOSIT ROAD/BUILDE	PIOTR JALOWIEC	17-214B	BOND REFUND	09/11/2017	2,007.00	.00	
72-000-2310 DEPOSIT ROAD/BUILDE	RC CONTRACTORS	17-510	BOND REFUND	09/19/2017	572.00	.00	
Total :					8,618.00	.00	
Total ROAD & BUILDING BOND ESCROW:					8,618.00	.00	
Grand Totals:					180,762.51	.00	

GL Account and Title	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND			
Total GENERAL FUND:	132,926.83	.00	
PALATINE/MILWAUKEE TIF FUND			
Total PALATINE/MILWAUKEE TIF FUND:	150.25	.00	
TOURISM DISTRICT			
Total TOURISM DISTRICT:	819.01	.00	
DEA SEIZURE FUND			
Total DEA SEIZURE FUND:	108.65	.00	
SOLID WASTE DISPOSAL FUND			
Total SOLID WASTE DISPOSAL FUND:	120.55	.00	
SSA #1			
Total SSA #1:	473.02	.00	
SSA #2			
Total SSA #2:	348.25	.00	
SSA #3			
Total SSA #3:	1,120.87	.00	
SSA #4			
Total SSA #4:	239.81	.00	
SSA #5			
Total SSA #5:	207.15	.00	
SSA #8			
Total SSA #8:	491.55	.00	
ROAD CONSTRUCTION DEBT			
Total ROAD CONSTRUCTION DEBT:	132.95	.00	
SSA #6 DEBT			
Total SSA #6 DEBT:	110.38	.00	
WATER FUND			

GL Account and Title	Net Invoice Amount	Amount Paid	Date Paid
Total WATER FUND:	29,207.53	.00	
PARKING FUND			
Total PARKING FUND:	596.08	.00	
SANITARY SEWER FUND			
Total SANITARY SEWER FUND:	4,424.47	.00	
POLICE PENSION			
Total POLICE PENSION:	667.16	.00	
ROAD & BUILDING BOND ESCROW			
Total ROAD & BUILDING BOND ESCROW:	8,618.00	.00	
Grand Totals:	180,762.51	.00	