AMENDED **PUBLIC NOTICE** AMENDED

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 TUESDAY, JULY 23, 2018 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 Audience Member

4. **APPROVAL OF MINUTES**

   A. July 9, 2018 Regular Workshop Meeting Minutes

   B. July 16, 2018 Special Meeting Minutes

   C. July 16, 2018 Special Meeting Executive Session Minutes ***(not for public release)***

5. **PRESENTATION**

   A. Natural Resources Commission Presentation on Improving Public Access and Enjoyment of Hillcrest Lake and Slough

6. **APPOINTMENTS/CONFIRMATIONS AND PROCLAMATIONS**

   A. Recognition of Retiring Police Sergeant Jerry Coglianese

   B. Promotion of Corporal William Caponigro to Sergeant of the Prospect Heights Police Department

   C. Pending Sale of Greenbrier to Pathways and City Review and Approval Procedures

7. **PUBLIC COMMENT (agenda matters)**

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

8. **STAFF, ELECTED OFFICIALS, and COMMISSION REPORTS**

A. Chicago Executive Airport Report Presented by Director William Kearns

B. June Treasurer's Report Presented by Assistant Finance Director Cheri Graefen

9. **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.

A. R-18-16 Staff Memo and Resolution Authorizing Refinancing of Special Service Area #6 Bonds and Acceptance of Engagement Letter from Bernardi Securities, to Serve as Underwriter

B. R-18-17 Resolution Authorizing Agreement with Hillside Towing Services for Police Towing Services

C. R-18-18 Resolution Authorizing the Chicago Executive Airport Manager to Execute a Real Estate Contract for Purchase of 206 Industrial Lane

D. O-18-26 Staff Memo and Ordinance Amending an Existing Special Use Permit for a Drive-Through Restaurant at 1200 N. Milwaukee Avenue (***2nd Reading***)

10. **OLD BUSINESS**

A. R-18-19 Discussion of Home Rule Status and Consideration of Resolution Authorizing Home Rule Referendum

11. **NEW BUSINESS**

A. R-18-14 Resolution Authorizing the Sale of City Property, 25 and 35 Piper Lane (***Related documents: Listing Agreement, Purchase and Sales Contract, and Property Appraisal***) (***Tabled at June 25, 2018 City Council Workshop Meeting***) (***Tabled at July 16, 2018 Special City Council Meeting***)

B. ***Request to Waive Frist Reading*** **O-18-27** Staff Memo and Ordinance Providing for the Regulation of and Application for Small Wireless Facilities (***1st Reading***)

C. O-18-27 Staff Memo and Ordinance Providing for the Regulation of and Application for Small Wireless Facilities (***2nd Reading***)

12. **DISCUSSION/SELECTION OF TOPICS FOR UPCOMING WORKSHOP MEETING, ITEMS LISTED PREVIOUSLY:**

A. Discussion of Home Rule Status

B. Organization and Operation of City Council

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

C. City Investments

13. APPROVAL OF WARRANTS

A. Approval of Expenditures

General Fund	$124,223.23
Motor Fuel Tax Fund	$0.00
Palatine/Milwaukee Tax Increment Financing District	$1,325.00
Tourism District	$1,128.57
Development Fund	$0.00
Drug Enforcement Agency Fund	$2,447.18
Solid Waste Fund	$0.00
Special Service Area #1	$0.00
Special Service Area #2	$0.00
Special Service Area #3	$0.00
Special Service Area #4	$0.00
Special Service Area #5	$746.07
Special Service Area #8 – Levee Wall #37	$0.00
Special Service Area-Constr #6 (Water Main)	$0.00
Special Service Area- Debt #6	$0.00
Capital Improvements	$88,672.47
Road Construction	$0.00
Road Construction Debt	$0.00
Water Fund	$2,217.42
Parking Fund	$312.18
Sanitary Sewer Fund	$2,964.00

Road/Building Bond Escrow	$4,552.00
<u>Police Pension</u>	<u>$0.00</u>
TOTAL	**$228,558.12**

<u>Wire Payments</u>

7/20/2018 PAYROLL POSTING	**$174,129.26**
TOTAL WARRANT	**$421,581.17**

14. PUBLIC COMMENT (Non-agenda matters)

15. EXECUTIVE SESSION - Pursuant to 5 ILCS 120/2 (c) (1) and (6) to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees and the sale or lease of property owned by public body.

16. ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED

17. ADJOURNMENT

Posted: by Karen Schultheis by 5:00PM, July 19th, 2018

5A

Prospect Heights Natural Resources Commission

Prospect Heights Public Works

Plan for Improved Public Access and Enjoyment of the Prospect Heights Slough & Hillcrest Lake

July 23, 2018

Table of Contents

Prospect Heights Natural Resources Commission/ Public Works Plan for Improved Public Access and Enjoyment of the Prospect Heights Slough and Hillcrest Lake

Abstract: To create a plan of action to increase public access and public enjoyment of the natural areas surrounding the Slough and Hillcrest Lake.

Introduction

The City Council of Prospect Heights has requested the Natural Resources Commission, (NRC) work in conjunction with Prospect Heights Public Works to propose a plan to increase public access and public enjoyment of the natural areas surrounding the Slough and Hillcrest Lake. This proposal is the first working draft of that plan.

The Commission and its volunteers have been working on this task following NRC plans that were submitted to the City in 2016. The Slough Restoration Plan of 2016 was prepared following the recommendations of the ecological survey conducted by Hey and Associates. This plan looks to accomplish the vision of the City Council to increase access and usage of the area while building upon the principals and work that has already been accomplished in the past two years. The final version will seek input from residents and the Park District and incorporate ideas that are applicable to the plan.

The final plan will strike a balance between restoration and preservation of the Slough and lake with public access for the enjoyment of the residents. It will secure solutions that will most greatly benefit the wetlands without endangering them and will ensure its long term survival and sustainability for the enjoyment of future generations to come.

Purpose, scope and goals

The purpose of this plan is to make recommendations to the Prospect Heights City Council that will achieve the stated goals for increased public access and ways to engage the environment without damaging the restoration or the wildlife that inhabit the area.

The scope of the plan will focus on the Prospect Heights Slough and Hillcrest Lake as one entity.

The stated goals are:

- Increase public access and provide an educational, interactive experience.
- Continue to restore the habitat of both areas and improve the watershed.
- Establish and employ sound ecological principals and procedures to ensure the health and well-being of the entire wetland and its tributary watershed.

- Develop a maintenance plan that employs the PHNRC Volunteer workforce, Public Works and the Park District.
- Strategize potential funding opportunities.

<u>Summary of the Hey report</u>

Main Problems:

1. Shoreline erosion
2. High nutrient loads
3. Excessive native aquatic growth
4. Large goose population
5. Shallow water depth
6. Invasive plant species, land and aquatic

Recommended Solutions:

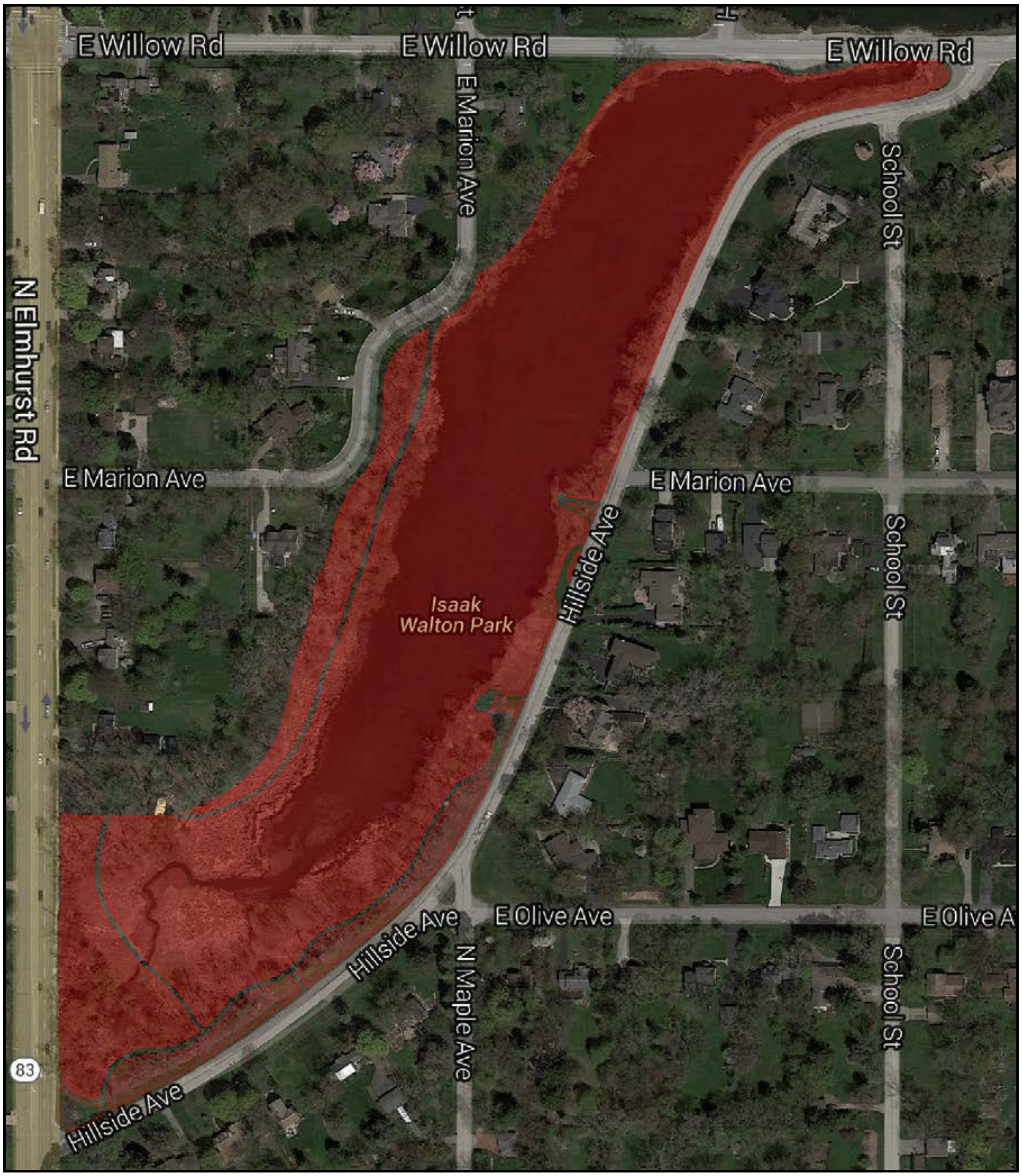
1. Removal of turf grass at the shorelines
2. Re-vegetation of shorelines with native plants
3. Reduction of goose populations
4. Removal of invasives
5. Possible treatment of aquatic vegetation at the lake
    a. Do no treatments
    b. Herbicide or partial herbicide
    c. Hand controls
    d. Raise the water levels.
    e. Other solutions
6. Community outreach and education
7. Detain, retain or filter incoming storm water
8. Separate management plans for the Lake and Slough
9. Controlled burns or scheduled mowing

<u>What has been accomplished over the last 2 years with the current plan</u>

Much has been accomplished in two years. The efforts have been focused on the south Slough only due to the pending MWRD road project.

- Riparian buffers have been started in several areas on a staggered plan.
- Over 30,000 native plugs were produced in the NRC greenhouse program and planted in shoreline restoration, woodland areas and in the ephemeral pools.
- Several invasive trees have been thinned to open up the canopy and promote emerging native plants from the seed bank.
- Over 50 pounds of native seed from NRC remnant areas have been collected and sown at the site.
- Native plant species have increased some 800%.

- Birds, insects, butterflies and frogs have increased dramatically.
- Several species of endangered birds are now nesting at the Slough.
- Three prescribed burns have been conducted, increasing the health and vitality of the habitat.
- Nature trails have been installed and maintained, linking the east and west sides of the Slough to the basin area and the Isaak Walton pavilion.
- Trail markers have been installed to mark the trail system.
- Public use of the Slough area has increased in all seasons.



Overview of existing trail system

The path on the south side of the Slough starts near our original plantings and runs parallel to Hillside Ave.

It crosses over the tributary creek in the basin area and continues on into the Isaac Walton Park.

The north woodland path extends from Isaac Walton Park to Marion/Maple.

That area contains a wide range of native species, very unique views of the slough and an abundance of wildlife because of the diversity.

The trails are marked with the Nature Trail signs but do not have any interactive features.

<u>Proposed plan for increasing public access and enjoyment.</u>

NOTE: The City Council has expressed interest in having the plan include parking for people that currently park and fish on Willow Road. Problematic to developing this plan is the pending MWRD road reconstruction project which to date, has not been implemented and clear plans of intent have not been presented to the NRC which makes it close to impossible to plan anything relevant for the Willow Road area. The NRC would welcome an opportunity to discuss the plan with the MWRD in the hopes of arriving at the best possible solution to meet the stated goals of this proposal.

This plan makes the following recommendations:

1. The continuation of the deep rooted riparian system (green marking) to improve wildlife habitat, absorb and filter runoff, arrest erosion and create visual interest.

a. All new riparian buffers start with the removal of invasive buckthorn.

b. At Hillcrest Lake the buffers would feature shorter native plantings in the sight lines of residences and taller species where view is not a direct consideration. Pending MWRD plans for the southeast corner of the lake, the NRC would look to remove the invasives thickets and create a fishing area from the two lots that are owned by an absentee owner.

2. The continuation of the existing trail system around the rest of the Slough and onto Hillcrest Lake. (blue marking)

a. Extension from Marion/Maple through to Willow road and east on the south side of Willow once the MWRD project has been clarified.

b. At Hillcrest Lake, simple mow paths that extend from Hillcrest Drive down to the water would be provided for every resident located around the lake.

3. The installation of raised boardwalks in the known areas of the Slough prone to moderate to heavy fluctuation in water levels. This would significantly extend the number of days of access to the trail system.

4. Continued development of the riparian buffers (orange marking) at the Slough.

5. Provisions for limited public parking at Hillcrest Drive on the residents side of the street to keep cars off of Willow Road. (purple marking)

6. Installation of benches, garbage cans and solar lighting at strategic locations on the Lake. Final placement would be determined on practicality, non-threating locations to wildlife and resident feedback and safety.

7. Interactive signage, plant ID signs and trail markers throughout both areas to increase the educational component.

<u>Funding.</u>

1. Once the plan has been decided, a comprehensive budget can be created. The following items would be considered.

a. Native seed would be collected and sown by the NRC as a

function of its regular work days.
b. Native plugs would be grown in the NRC Greenhouse program.
c. The NRC would use its volunteer work force and all of its resources as part of their normal work days.
d. All of these measures will significantly reduce costs.

2. The NRC will reach out to its scout troops in search of potential Eagle Scout projects.

Implementation and Maintenance Program.

1. The Natural Resources Commission would look to implement and maintain the project as part of the regularly scheduled calendar year. This would include:

a. Invasive removal.
b. Herbicide application.
c. Trail creation.
d. Growing native plugs.
e. Seeding and plugging of native species.
f. Annual prescribed burns.
g. Installation of interactive features.

2. Public Works would assist in the following ways:

a. Tree removal.
b. Cut brush and invasive chipping the during summer months
c. Mowing

3. The Park District would assist in the following ways:
a. Mowing
b. Tree removal

4. Upon approval, the City Council would assist with securing funding.

Next steps and timeline

1. A comprehensive understanding of the MWRD plan and timeline must be known so it can be accounted for in the master plan.

2. Feedback from the City Council and residents leading to detailing, budgeting and a finalization of the plan is necessary.

3. Upon approval, funding needs to be secured.

4. The Natural Resources Commission will continue its regularly scheduled workdays and is ready to proceed with all of the areas of this plan that only need approval and not necessary funding at this time. This would include invasive removal in the buffer zones, herbiciding and seeding.

Summary

As the guardians and advocates for this historically significant sliver of natural wetland, we have a deep conviction to ensure its health and well-being, not only for future generations, but for the reptiles, amphibians, macroinvertebrates, insects, fish, birds, mammals and all of the wildlife that call it home.

This plan looks to protect at all costs the habitat and the inhabitants while maximizing the opportunities for residents and the public to enjoy all that has been preserved.

8B

July 17, 2018

To: Mayor Helmer and Members of the City Council

From: Cheri Graefen, Assistant Finance Director

Subject: Monthly Treasurer's Report

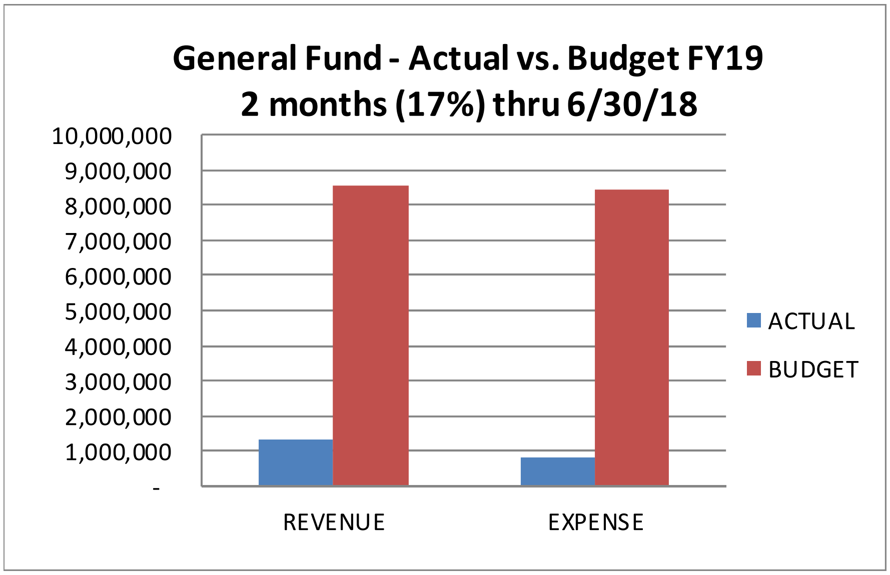
Attached is the Treasurer's Report for the two months ending July 31, 2018, which represents 17% of fiscal year 2019. At this point in the fiscal year, for all funds combined, the City's total revenues represent 12.47% of budget and the total expenses reflect 12.14% of budget.

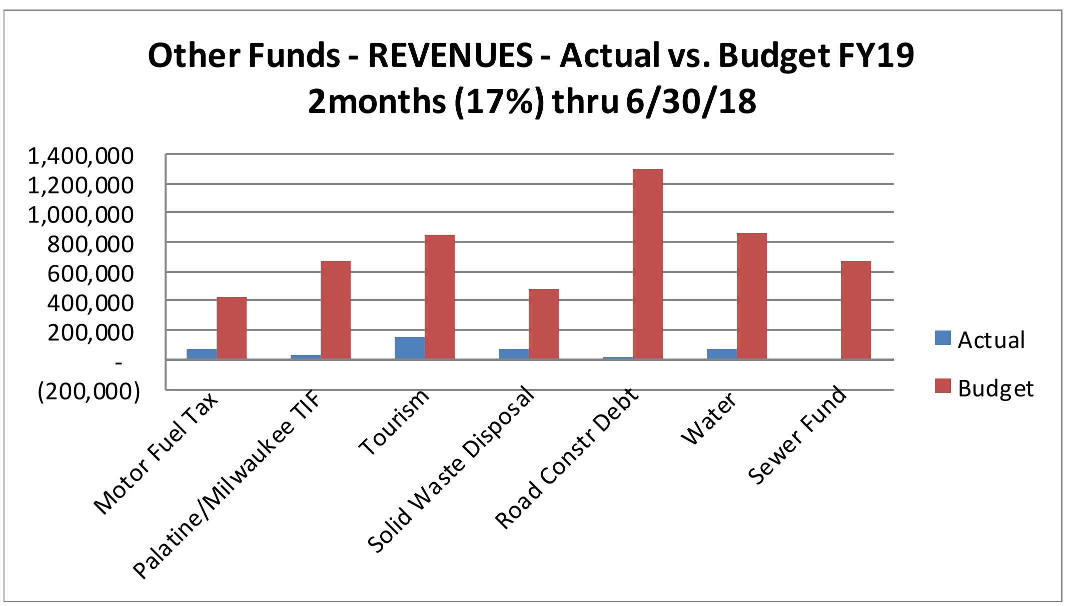
Additional financial information and/or further details can be provided upon request.

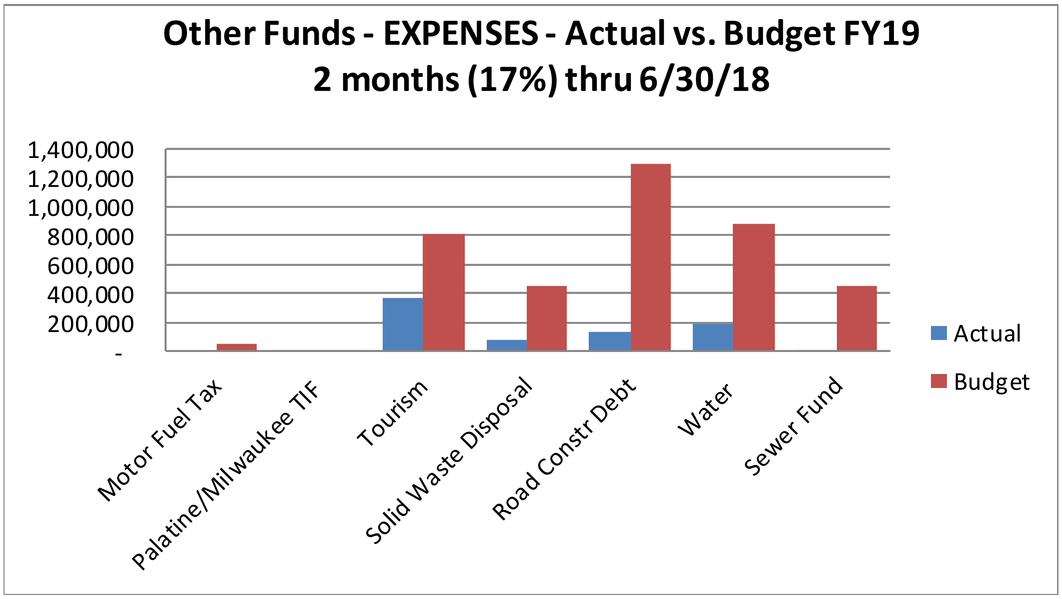
City of Prospect Heights
Financial Report – FY18-19
For the Two Months Ending July 31, 2018

The following report highlights the financial position of the City of Prospect Heights for the period beginning May 1, 2018 through July 31, 2018 (***2 months ~ 17% of year***) with an analysis on actual revenues and expenditures compared to fiscal year 2018/2019 budget.

Overall Fund Summary - The following charts highlight each of the City's major funds and how the YTD revenues and expenditures compare to budget:



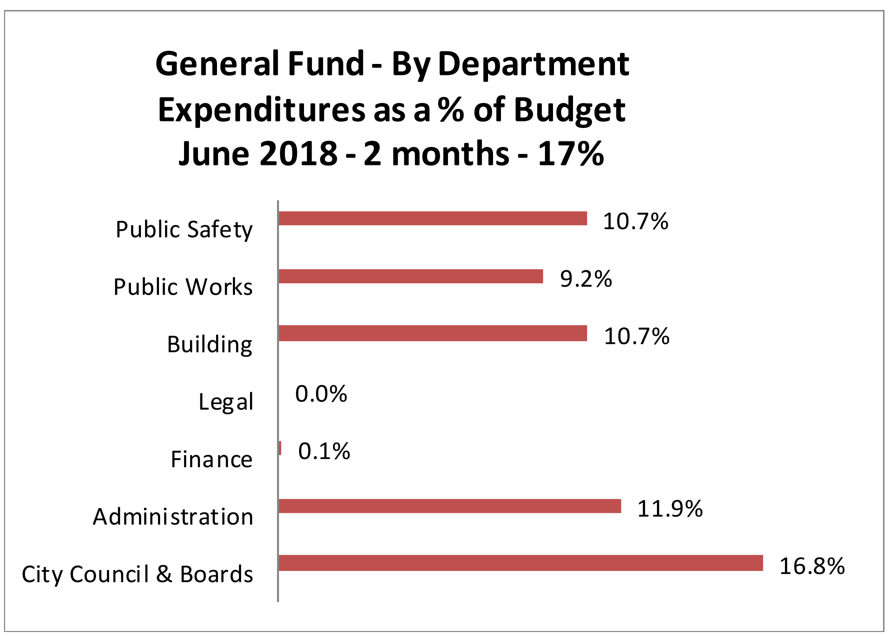




Revenue and Expenditures – By Fund

As detailed in the following table on pg. 3-4, the City's overall YTD revenue is currently at 14.55% of budget and the YTD expenses are coming in favorably at 10.49% of budget (17% of the year has elapsed). The following budget variances are worth noting:

- General Fund – Expenses across all departments have been monitored closely to capitalize on lower costs and efficiencies where possible. The chart below shows departmental expenses as a % of current budge.



    - Departmental expenses for City Council & Boards includes membership fees paid at the start of the year that will benefit the full year resulting in 16.8% of costs incurred at this time.

- Motor Fuel Tax Fund – There are minimal expenses budgeted in this fund for FY18-19 due to the MFT audit which is currently in process. We anticipate the audit to be completed during FY18-19.

- Tourism Fund – Expenses include quarterly disbursements were paid in June to reimburse the hotels for promotional and advertising expenses as per the agreement.

- SSA 6 Fund – The budget includes debt service payments for principal and interest on the outstanding debt for SSA 6. Expenses included the scheduled interest payment of $56,071 which was disbursed in June.

- Road Construction Debt Fund – The budget includes debt service payments for principal and interest on the outstanding debt. Expenses included the scheduled interest payment of $139,392 which was disbursed in June.

- Water Fund – Expenses are currently running at 21.18% of budget. This variance relates to the purchase of budgeted equipment (CASE backhoe) for $99,495 which was included in the FY18-19 CIP plan.

- Parking Fund – Revenue is tracking at 21.18% of budget for the two months in FY18-19 which is consistent with the increase in the metra daily parking fee from $1.75 to $2.00 per day. Revenue at this time in the prior year was $10,107.

REVENUE & EXPENDITURES - BY FUND - FY2018-19
FISCAL YEAR ENDING APRIL 30, 2019
PERCENTAGE OF YEAR COMPLETED: 17%

	ACTUAL YTD	FY 2019 BUDGET	% OF BUDGET	ACTUAL INCR (DECR)	BUDGET INCR (DECR)
TOTALS - ALL FUNDS					
Revenues	2,098,733	14,427,318	14.55%		
Expenses	(1,678,841)	(16,006,840)	10.49%		
	419,892	(1,579,522)		419,892	(1,579,522)
General Fund					
Revenues	1,341,680	8,576,560	15.64%	514,268	128,119
Expenses	(827,412)	(8,448,441)	9.79%		
Motor Fuel Tax Fund					
Revenues	73,512	420,000	17.50%	73,512	370,000
Expenses	-	(50,000)	0.00%		
Palatine/Milwaukee TIF Fund					
Revenues	26,200	670,000	3.91%	24,500	667,750
Expenses	(1,700)	(2,250)	75.56%		
Tourism Fund					
Revenues	151,435	845,125	17.92%	(221,540)	28,325
Expenses	(372,975)	(816,800)	45.66%		
DEA Seizure Fund					
Revenues	21,507	-	NA	21,507	(137,500)
Expenses	-	(137,500)	0.00%		
Solid Waste Disposal Fund					
Revenues	77,415	477,500	16.21%	(3,857)	26,774
Expenses	(81,273)	(450,726)	18.03%		
Palatine Road TIF Fund					
Revenues	85	150,100	NA	85	(140,025)
Expenses	-	(290,125)	NA		
SSA 1 Fud					
Revenues	114	-	#DIV/0!	114	-
Expenses	-	-	#DIV/0!		
SSA 2 Fund					
Revenues	46	-	#DIV/0!	46	(38,153)
Expenses	-	(38,153)	0.00%		
SSA 3 Fund					
Revenues	365	-	#DIV/0!	365	(328,265)
Expenses	-	(328,265)	0.00%		
SSA 4 Fund					
Revenues	39	-	#DIV/0!	39	(36,719)
Expenses	-	(36,719)	0.00%		
SSA 5 Fund					
Revenues	1,355	25,275	5.36%	602	(8,725)
Expenses	(753)	(34,000)	2.21%		
SSA 6 Debt Fund					
Revenues	109	237,642	0.05%	(55,962)	500
Expenses	(56,071)	(237,142)	23.64%		
SSA 8 Fund					
Revenues	7,170	125,911	5.69%	6,971	911
Expenses	(199)	(125,000)	0.16%		

REVENUE & EXPENDITURES - BY FUND - FY2018-19
FISCAL YEAR ENDING APRIL 30, 2019
PERCENTAGE OF YEAR COMPLETED: 17%

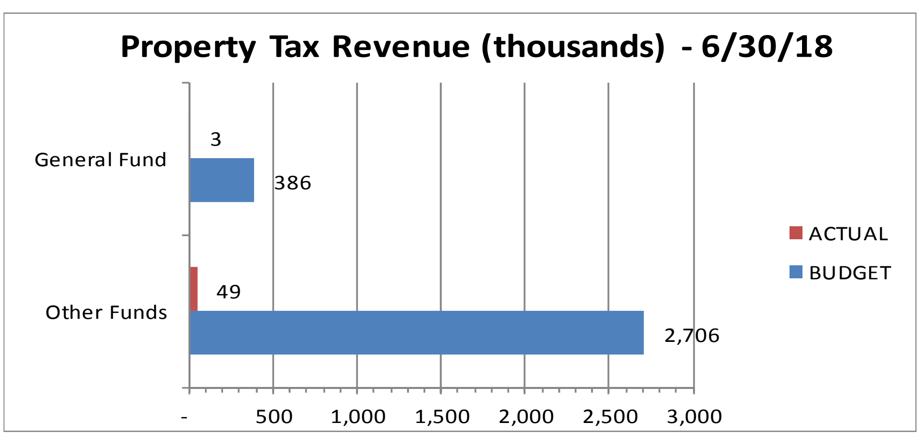
	ACTUAL YTD	FY 2018 BUDGET	% OF BUDGET	ACTUAL INCR (DECR)	BUDGET INCR (DECR)
Capital Improvement					
Revenues	300,000	-	#DIV/0!	291,200	(2,253,749)
Expenses	(8,800)	(2,253,749)	0.39%		
Road Construction Debt Fund					
Revenues	13,160	1,301,205	1.01%	(126,682)	70
Expenses	(139,843)	(1,301,135)	10.75%		
Water Fund					
Revenues	72,003	862,000	8.35%	(114,321)	(17,610)
Expenses	(186,324)	(879,610)	21.18%		
Parking Fund					
Revenues	12,540	64,000	19.59%	11,951	(62,450)
Expenses	(590)	(126,450)	0.47%		
Sewer Fund					
Revenues	(3)	672,000	0.00%	(2,905)	221,225
Expenses	(2,903)	(450,775)	0.64%		
TOTALS - ALL FUNDS	2,098,733	12,173,569		419,892	(1,579,522)
Revenues	(1,678,841)	(16,006,840)			
Expenses	419,892	(3,833,271)			

General Fund Summary

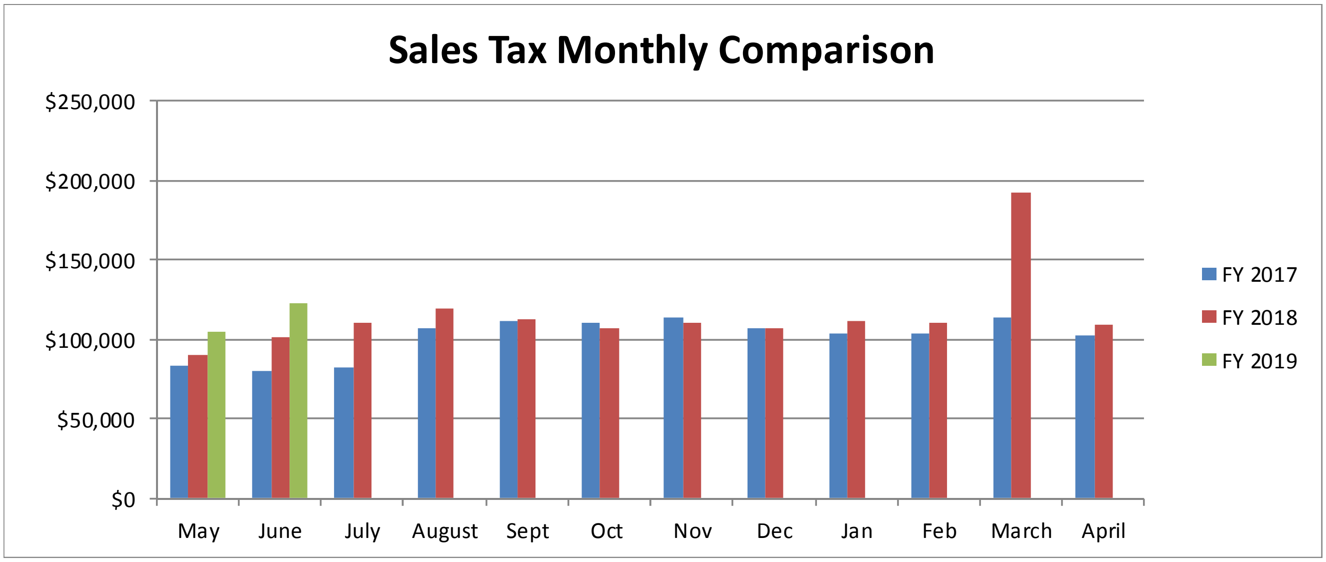
At July 31, 2018, the City's General Fund actual revenues of $1,341,680 were $514,268 in excess of actual expenses compared to the prior fiscal year where the revenues were $325,610 in excess of expenses. The budget-to-actual comparison indicates that revenues collected are 15.64% of budgeted while adjusted actual expenditures are 9.79% of budgeted expenditures.

Major Revenues

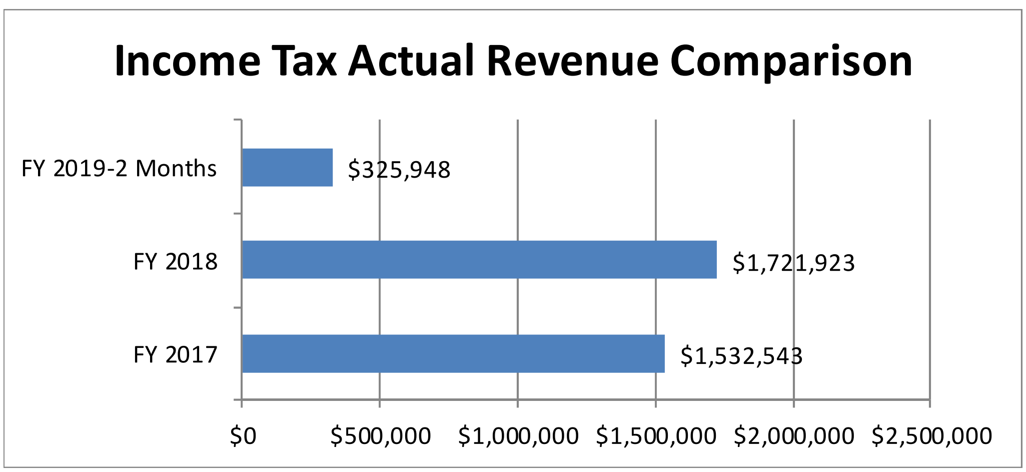
Property Taxes – For all funds**, t**he City has collected a total of $52,169 or 1.7% of budgeted property taxes. With tax payments in Cook County due August 1 and March 1, the majority of this revenue is forthcoming shortly after the due dates.



Sales Taxes – Year to date sales taxes of $228,425 are higher than the same month last year by $37,000, and are higher than the target budget of $183,483 by 24%. The following bar graph depicts the amount collected on a monthly basis for past two plus this fiscal year. In March, 2018, additional sales tax revenue was received as a result of the City's identification of additional merchants within the city limits.



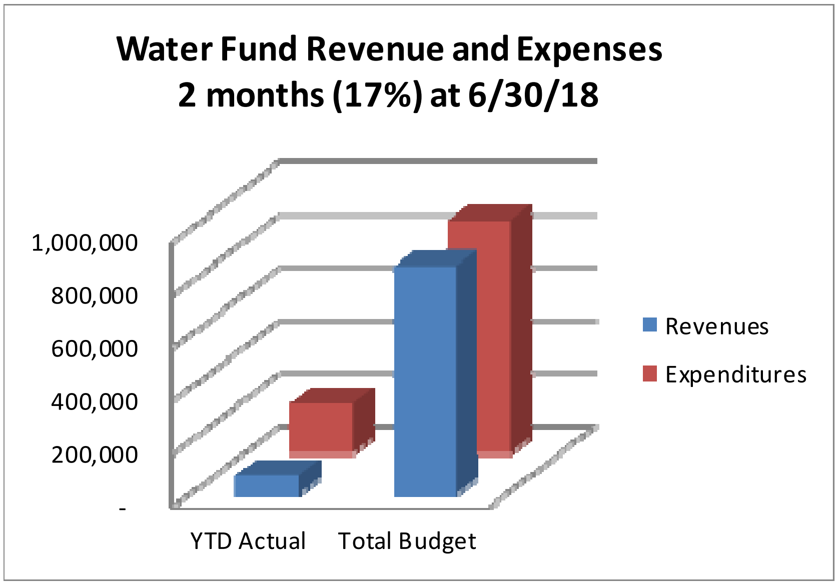
Income Taxes – As of July 31, 2018, income tax revenue of $325,948 is 22.8% of budget. At the same time last year, income tax revenue was $247,798 or 15.1% of budget.



Enterprise Funds

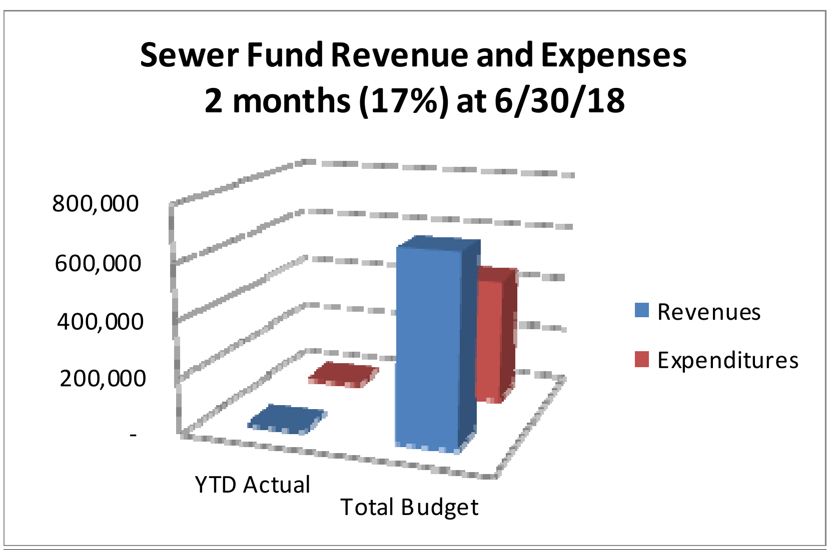
Water Fund

Water fund revenue is budgeted at $862,000 for the entire fiscal year. Through July 31, 2018, the actual revenues are $72,003 or 8% of budget compared to $119,685 or 13.8% of budget for the same period last year. Water fund actual expenditures through July total $186,324 or 21% of budget compared to $133,975 or 11.8% of the budget for the same period last year.



Sewer Fund

Sewer fund revenue is budgeted at $672,000 for the entire fiscal year. Through July 31, 2018, the actual revenues are $0 or 0% of budget compared to $28,598 or 4.3% of budget for the same period last year. Sewer fund actual expenditures through July total $2,903 or 1% of budget compared to $37,440 or 26.4% of the budget for the period last year. The next quarterly sewer billing cycle will be in July, 2018.



CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING JUNE 30, 2018

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	LOCAL TAXES					
01-105-3000	REAL ESTATE TAXES	.00	3,024.63	350,000.00	346,975.37	.9
01-105-3005	USE TAX	38,456.53	70,300.58	427,533.00	357,232.42	16.4
01-105-3006	NON-HOME RULE SALES TAX	27,202.57	49,485.80	302,627.00	253,141.20	16.4
01-105-3010	UTILITY - ELECTRIC	25,517.66	53,691.94	389,000.00	335,308.06	13.8
01-105-3011	UTILITY - NATURAL GAS	9,394.85	28,263.49	160,200.00	131,936.51	17.6
01-105-3012	UTILITY- TELEPHONE	31,109.90	54,777.31	361,500.00	306,722.69	15.2
01-105-3030	ROAD & BRIDGE TAXES	.00	240.39	36,346.00	36,105.61	.7
01-105-3040	RENTAL CAR TAXES	1,361.86	2,616.46	18,274.00	15,657.54	14.3
01-105-3050	PLACES FOR EATING TAX	30,448.76	56,572.93	335,000.00	278,427.07	16.9
01-105-3060	HANDLE TAX - OTB	15,570.95	28,409.45	155,000.00	126,590.55	18.3
01-105-3065	VIDEO GAMING TAX	21,185.71	42,875.29	230,000.00	187,124.71	18.6
01-105-3070	AMUSEMENT TAX	.00	.00	5,750.00	5,750.00	.0
	TOTAL LOCAL TAXES	200,248.79	390,258.27	2,771,230.00	2,380,971.73	14.1
	INTERGOVERNMENTAL REVENUES					
01-110-3100	INCOME TAXES	102,995.66	325,947.83	1,427,547.92	1,101,600.09	22.8
01-110-3101	PERSONAL PROPERTY REPLACE TAX	.00	977.40	5,228.00	4,250.60	18.7
01-110-3110	SALES TAXES	96,152.40	178,939.48	1,001,279.00	822,339.52	17.9
01-110-3111	GLENVIEW SHARED REVENUE	.00	.00	57,500.00	57,500.00	.0
	TOTAL INTERGOVERNMENTAL REVENUES	199,148.06	505,864.71	2,491,554.92	1,985,690.21	20.3
	GRANTS REVENUE					
01-115-3213	GRANT - STEP	.00	.00	9,676.00	9,676.00	.0
01-115-3246	GRANT-POLICE EQUIPMENT	.00	.00	13,500.00	13,500.00	.0
01-115-3247	GRANT - POLICE TOBACCO	.00	.00	3,000.00	3,000.00	.0
	TOTAL GRANTS REVENUE	.00	.00	26,176.00	26,176.00	.0
	LICENSES & FEES					
01-120-3300	VEHICLE STICKERS	8,919.00	21,027.00	663,429.57	642,402.57	3.2
01-120-3310	VEH. STICKERS SENIORS	778.00	1,089.00	50,669.67	49,580.67	2.2
01-120-3320	VEH. STICKERS LATE FEES	10,618.00	19,570.00	40,000.00	20,430.00	48.9
01-120-3321	VEH. STICKERS TRANSFERS	240.00	360.00	3,000.00	2,640.00	12.0
01-120-3342	LICENSES - ANIMALS	287.00	551.00	12,500.00	11,949.00	4.4
01-120-3343	LICENSES - LIQUOR	.00	1,000.00	85,000.00	84,000.00	1.2
01-120-3344	LICENSES - BUSINESS	1,023.00	5,522.00	60,000.00	54,478.00	9.2
01-120-3346	LICENSES - CONTRACTORS	4,800.00	7,800.00	30,000.00	22,200.00	26.0
01-120-3348	LICENSE - AGREEMENTS	1,000.00	3,746.27	11,000.00	7,253.73	34.1
	TOTAL LICENSES & FEES	27,665.00	60,665.27	955,599.24	894,933.97	6.4

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING JUNE 30, 2018

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	FRANCHISE FEES					
01-125-3350	CABLE FRANCHISE FEES	.00	41,862.85	225,000.00	183,137.15	18.6
01-125-3351	CABLE FRANCHISE - PEG FEES	.00	2,914.14	.00	(2,914.14)	.0
01-125-3355	SOLID WASTE FRANCHISE FEES	8,912.34	17,786.68	95,000.00	77,213.32	18.7
01-125-3360	NATURAL GAS FRANCHISE FEES	.00	.00	24,500.00	24,500.00	.0
	TOTAL FRANCHISE FEES	8,912.34	62,563.67	344,500.00	281,936.33	18.2
	BUILDING & ZONING FEES					
01-130-3400	BUILDING PERMITS	20,497.00	51,741.67	175,000.00	123,258.33	29.6
01-130-3402	PUBLIC HEARING FEES	400.00	1,200.00	2,500.00	1,300.00	48.0
01-130-3403	ELEVATOR INSPECTION FEE	.00	850.00	5,100.00	4,250.00	16.7
01-130-3404	CERT. OF OCC. INSPECTION FEES	125.00	425.00	750.00	325.00	56.7
01-130-3405	HEALTH INSPECTION FEE	.00	.00	500.00	500.00	.0
01-130-3406	COMMERCIAL INSPECTION FEE	408.00	1,281.00	8,250.00	6,969.00	15.5
01-130-3407	ENGINEERING PERMIT FEES	964.00	1,364.00	5,000.00	3,636.00	27.3
01-130-3408	VACANT FORECLOSURE REGIS	700.00	2,600.00	13,400.00	10,800.00	19.4
01-130-3410	BUILDING RE-INSP. FEE	75.00	75.00	500.00	425.00	15.0
01-130-3411	RENTAL INSPECTION FEE	2,500.00	19,375.00	220,000.00	200,625.00	8.8
	TOTAL BUILDING & ZONING FEES	25,669.00	78,911.67	431,000.00	352,088.33	18.3
	PUBLIC SAFETY FINES & FEES					
01-140-3500	TRAFFIC FINES	23,928.14	43,996.56	300,000.00	256,003.44	14.7
01-140-3505	ORDINANCE & PARKING FINES	72,551.17	121,344.59	250,000.00	128,655.41	48.5
01-140-3515	VEHICLE SEIZURE FEE	2,000.00	5,500.00	60,000.00	54,500.00	9.2
01-140-3520	DUI ASSESSMENTS	816.66	2,638.59	8,000.00	5,361.41	33.0
01-140-3525	POLICE ALARM LICENSES & FEES	260.00	540.00	11,000.00	10,460.00	4.9
	TOTAL PUBLIC SAFETY FINES & FEES	99,555.97	174,019.74	629,000.00	454,980.26	27.7
	PUBLIC SAFETY SPECIAL REVENUE					
01-145-3550	POLICE REVENUE-NARCOTICS	.00	.00	15,000.00	15,000.00	.0
01-145-3551	POLICE REVENUE-TASK FORCE	.00	.00	16,000.00	16,000.00	.0
01-145-3552	POLICE REV-ABANDENED PROP EVID	.00	.00	200.00	200.00	.0
01-145-3553	POLICE REVENUE-SPECIAL DETAILS	5,505.00	12,995.00	13,000.00	5.00	100.0
01-145-3554	POLICE REVENUE - GAMING TAX	.00	5,587.70	1,500.00	(4,087.70)	372.5
01-145-3745	PUBLIC SAFETY REIMBURSABLE FEE	.00	.00	13,000.00	13,000.00	.0
	TOTAL PUBLIC SAFETY SPECIAL REVENUE	5,505.00	18,582.70	58,700.00	40,117.30	31.7

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	INTERFUND SERVICE CHARGES					
01-150-3613	CVB/TOURISM SERVICE CHARGE	.00	.00	70,000.00	70,000.00	.0
01-150-3617	SOLID WASTE SERVICE CHARGE	.00	.00	123,000.00	123,000.00	.0
	TOTAL INTERFUND SERVICE CHARGES	.00	.00	193,000.00	193,000.00	.0
	REIMBURSABLE INCOME					
01-155-3700	EMPLOYEE SALARY REIMBURSEMENT	4,460.20	10,787.98	35,000.00	24,212.02	30.8
01-155-3702	EMPLOYEE INS. REIMBURSEMENT	4,294.38	8,588.76	52,260.00	43,671.24	16.4
01-155-3703	RETIREE HEALTH INS REIMBURSE	2,275.00	7,090.00	80,039.00	72,949.00	8.9
01-155-3720	FIRE DISTRICT GAS REIMB.	.00	.00	6,600.00	6,600.00	.0
01-155-3730	INSURANCE REIMBURSEMENTS	.00	.00	140,000.00	140,000.00	.0
01-155-3741	BUILDING & ENG DEPT REIMB FEES	308.77	308.77	500.00	191.23	61.8
01-155-3743	PUBLIC WORKS REIMBURSABLE FEES	934.68	934.68	.00	(934.68)	.0
	TOTAL REIMBURSABLE INCOME	12,273.03	27,710.19	314,399.00	286,688.81	8.8
	OTHER REVENUES					
01-160-3800	INTEREST INCOME	3,202.04	16,633.38	32,500.00	15,866.62	51.2
01-160-3801	INTEREST INCOME - DEBT	.00	.00	5,750.00	5,750.00	.0
01-160-3810	NEWSLETTER ADVERTISING	.00	.00	2,000.00	2,000.00	.0
01-160-3811	BUS SHELTERS AD REVENUE	.00	.00	3,000.00	3,000.00	.0
01-160-3815	SPONSORSHIP & CONTRIBUTIONS	100.00	4,750.00	7,000.00	2,250.00	67.9
01-160-3820	SALE OF CITY PROPERTY	.00	.00	7,500.00	7,500.00	.0
01-160-3899	MISCELLANEOUS INCOME	1,046.50	1,720.49	15,000.00	13,279.51	11.5
	TOTAL OTHER REVENUES	4,348.54	23,103.87	72,750.00	49,646.13	31.8
	OTHER FINANCING SOURCES					
01-200-3990	INTERFUND TRANSFER IN	.00	.00	288,651.00	288,651.00	.0
	TOTAL OTHER FINANCING SOURCES	.00	.00	288,651.00	288,651.00	.0
	TOTAL FUND REVENUE	583,325.73	1,341,680.09	8,576,560.16	7,234,880.07	15.6

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CITY COUNCIL & BOARDS					
01-310-4000	WAGES	2,250.00	4,500.00	27,000.00	22,500.00	16.7
01-310-4003	WAGES - PART TIME	.00	.00	4,500.00	4,500.00	.0
01-310-4200	SOCIAL SECURITY	139.50	279.00	1,960.00	1,681.00	14.2
01-310-4210	MEDICARE	32.66	65.32	460.00	394.68	14.2
01-310-5100	PROFESSIONAL SERVICES	.00	.00	1,500.00	1,500.00	.0
01-310-5300	ALDERMANIC EXPENSES	.00	.00	4,300.00	4,300.00	.0
01-310-5310	MEMBERSHIPS	35.00	8,326.00	12,600.00	4,274.00	66.1
01-310-5330	TRAINING	.00	.00	400.00	400.00	.0
01-310-5610	EQUIP MAINTENANCE - NRC	.00	.00	250.00	250.00	.0
01-310-5650	LANDSCAPE SUPPLIES - NRC	.00	.00	1,050.00	1,050.00	.0
01-310-5950	SPECIAL EVENTS	1,544.00	1,544.00	22,000.00	20,456.00	7.0
01-310-7020	EQUIPMENT	594.31	594.31	14,890.00	14,295.69	4.0
	TOTAL CITY COUNCIL & BOARDS	4,595.47	15,308.63	90,910.00	75,601.37	16.8

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION					
01-320-4000	WAGES	24,370.11	40,819.93	317,120.00	276,300.07	12.9
01-320-4003	WAGES - PART-TIME	4,816.80	6,171.20	29,770.00	23,598.80	20.7
01-320-4010	OVERTIME	420.75	420.75	.00	(420.75)	.0
01-320-4100	HEALTH INSURANCE	1,721.00	1,721.00	24,230.00	22,509.00	7.1
01-320-4110	LIFE INSURANCE	22.48	44.96	250.00	205.04	18.0
01-320-4200	SOCIAL SECURITY	1,810.27	2,647.69	21,510.00	18,862.31	12.3
01-320-4210	MEDICARE	423.32	677.45	5,030.00	4,352.55	13.5
01-320-4220	IMRF	2,976.29	2,976.29	40,200.00	37,223.71	7.4
01-320-5100	PROFESSIONAL SERVICES	38.00	76.00	25,000.00	24,924.00	.3
01-320-5105	PROFESSIONAL FEES - ENGR	.00	.00	46,000.00	46,000.00	.0
01-320-5106	PROFESSIONAL FEES - GOV IT SYS	.00	.00	21,000.00	21,000.00	.0
01-320-5107	PROFESSIONAL FEES - REIMB	.00	.00	7,000.00	7,000.00	.0
01-320-5120	CITY ATTORNEY	21,732.00	21,732.00	.00	(21,732.00)	.0
01-320-5122	CITY PROSECUTOR	180.00	180.00	.00	(180.00)	.0
01-320-5130	COMPUTER CONSULTANT	3,555.00	7,065.00	60,000.00	52,935.00	11.8
01-320-5200	POSTAGE	7.62	7.62	14,000.00	13,992.38	.1
01-320-5220	PHOTOCOPY	1,165.45	2,309.52	19,000.00	16,690.48	12.2
01-320-5221	PRINTING	2,343.15	2,343.15	15,000.00	12,656.85	15.6
01-320-5222	LEGAL NOTICES	64.16	64.16	2,000.00	1,935.84	3.2
01-320-5230	WEBSITE	.00	.00	6,500.00	6,500.00	.0
01-320-5310	MEMBERSHIPS	.00	1,184.00	2,200.00	1,016.00	53.8
01-320-5330	TRAINING	.00	.00	3,500.00	3,500.00	.0
01-320-5410	UTILITIES	3,024.82	4,144.46	61,500.00	57,355.54	6.7
01-320-5430	CREDIT CARD & BANK CHARGES	154.42	154.42	11,000.00	10,845.58	1.4
01-320-5500	LIABILITY INSURANCE	.00	.00	36,700.00	36,700.00	.0
01-320-5501	INSURANCE DEDUCTIBLES	.00	.00	12,500.00	12,500.00	.0
01-320-5530	WORKERS COMPENSATION INSURANCE	447.92	1,342.76	3,400.00	2,057.24	39.5
01-320-5540	PAYROLL SERVICE FEES	191.00	191.00	.00	(191.00)	.0
01-320-5700	OFFICE SUPPLIES	714.15	1,125.95	12,000.00	10,874.05	9.4
01-320-5751	GASOLINE	.00	.00	300.00	300.00	.0
01-320-7020	EQUIPMENT	40.51	884.50	28,750.00	27,865.50	3.1
	TOTAL ADMINISTRATION	70,219.22	98,283.81	825,460.00	727,176.19	11.9
	FINANCE					
01-322-5101	AUDIT & FINANCE FEES	.00	.00	185,000.00	185,000.00	.0
01-322-5310	MEMBERSHIPS	.00	.00	850.00	850.00	.0
01-322-5540	PAYROLL SERVICE FEES	.00	205.35	6,200.00	5,994.65	3.3
01-322-5541	ACCTG SERVICE FEES	.00	.00	4,500.00	4,500.00	.0
	TOTAL FINANCE	.00	205.35	196,550.00	196,344.65	.1

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	LEGAL					
01-324-5120	CITY ATTORNEY	.00	.00	120,000.00	120,000.00	.0
01-324-5121	HOUSING ATTORNEY	.00	.00	13,200.00	13,200.00	.0
01-324-5122	CITY PROSECUTOR	.00	.00	30,000.00	30,000.00	.0
01-324-5123	LABOR ATTORNEY	.00	.00	50,000.00	50,000.00	.0
01-324-5125	OUTSIDE COUNSEL	.00	.00	10,000.00	10,000.00	.0
	TOTAL LEGAL	.00	.00	223,200.00	223,200.00	.0
	BUILDING DEPARTMENT					
01-340-4000	WAGES	23,809.60	39,937.50	309,370.00	269,432.50	12.9
01-340-4100	HEALTH INSURANCE	5,263.00	5,263.00	55,660.00	50,397.00	9.5
01-340-4110	LIFE INSURANCE	32.42	64.84	400.00	335.16	16.2
01-340-4200	SOCIAL SECURITY	1,439.20	2,413.97	19,190.00	16,776.03	12.6
01-340-4210	MEDICARE	336.58	564.55	4,490.00	3,925.45	12.6
01-340-4220	IMRF	2,921.36	2,921.36	39,210.00	36,288.64	7.5
01-340-5100	PROFESSIONAL SERVICES	3,315.55	3,904.10	62,300.00	58,395.90	6.3
01-340-5111	BILLABLE ENGINEERING	.00	.00	12,000.00	12,000.00	.0
01-340-5221	PRINTING	441.00	441.00	2,000.00	1,559.00	22.1
01-340-5222	LEGAL NOTICES	493.23	493.23	2,000.00	1,506.77	24.7
01-340-5310	MEMBERSHIPS	.00	.00	920.00	920.00	.0
01-340-5330	TRAINING	209.00	209.00	4,500.00	4,291.00	4.6
01-340-5500	LIABILITY INSURANCE	.00	.00	1,000.00	1,000.00	.0
01-340-5530	WORKERS COMPENSATION INSURANCE	447.92	1,343.76	3,900.00	2,556.24	34.5
01-340-5700	OFFICE SUPPLIES	85.93	85.93	3,500.00	3,414.07	2.5
01-340-5751	GASOLINE	.00	.00	4,320.00	4,320.00	.0
01-340-5820	PUBLICATIONS	.00	.00	2,000.00	2,000.00	.0
01-340-7020	EQUIPMENT	.00	.00	9,600.00	9,600.00	.0
	TOTAL BUILDING DEPARTMENT	38,794.79	57,642.24	536,360.00	478,717.76	10.8

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC WORKS					
01-350-4000	WAGES	29,622.41	49,682.20	395,700.00	346,017.80	12.6
01-350-4001	ALLOCATED WAGES & BENEFITS	.00	.00	(45,000.00)	(45,000.00)	.0
01-350-4003	WAGES - PART-TIME	968.00	968.00	10,560.00	9,592.00	9.2
01-350-4010	OVERTIME	7,502.43	7,649.63	40,000.00	32,350.37	19.1
01-350-4100	HEALTH INSURANCE	8,404.00	16,464.00	115,500.00	99,036.00	14.3
01-350-4110	LIFE INSURANCE	41.25	82.50	500.00	417.50	16.5
01-350-4200	SOCIAL SECURITY	2,337.67	3,574.13	27,630.00	24,055.87	12.9
01-350-4210	MEDICARE	546.72	835.89	6,460.00	5,624.11	12.9
01-350-4220	IMRF	3,632.32	3,632.32	55,130.00	51,497.68	6.6
01-350-5000	BUILDING MAINTENANCE	522.29	522.29	.00	(522.29)	.0
01-350-5020	VEHICLE MAINTENANCE	743.48	2,830.41	50,000.00	47,169.59	5.7
01-350-5031	SIGNAL MAINTENANCE	.00	.00	36,000.00	36,000.00	.0
01-350-5100	PROFESSIONAL SERVICES	251.00	251.00	15,000.00	14,749.00	1.7
01-350-5103	PROF SERVICES - FORESTRY	.00	.00	63,800.00	63,800.00	.0
01-350-5104	PROF SERVICES - BUILDING MAIN	3,581.04	3,842.53	76,000.00	72,157.47	5.1
01-350-5106	PROF SERVICES - STREETS/DRAIN	.00	.00	75,000.00	75,000.00	.0
01-350-5310	MEMBERSHIPS	.00	.00	4,500.00	4,500.00	.0
01-350-5330	TRAINING	.00	.00	4,500.00	4,500.00	.0
01-350-5410	UTILITIES	335.40	335.40	.00	(335.40)	.0
01-350-5411	WATER AND ELECTRIC PURCHASES	1,096.23	1,284.88	11,000.00	9,715.12	11.7
01-350-5421	DUMP CHARGES	.00	.00	4,000.00	4,000.00	.0
01-350-5441	LICENSES	.00	.00	500.00	500.00	.0
01-350-5500	LIABILITY INSURANCE PREMIUM	.00	.00	49,100.00	49,100.00	.0
01-350-5510	RENTAL EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
01-350-5530	WORKERS COMPENSATION INSURANCE	2,799.50	8,398.50	16,500.00	8,101.50	50.9
01-350-5610	EQUIPMENT MAINTENANCE	82.73	126.55	5,000.00	4,873.45	2.5
01-350-5634	STONE & CONCRETE	.00	.00	5,000.00	5,000.00	.0
01-350-5635	STORM SEWER & PIPE	561.78	561.78	10,000.00	9,438.22	5.6
01-350-5650	LANDSCAPE SUPPLIES	202.50	584.24	15,000.00	14,415.76	3.9
01-350-5700	OFFICE SUPPLIES	.00	39.99	1,500.00	1,460.01	2.7
01-350-5710	OPERATING SUPPLIES	381.84	1,043.67	30,000.00	28,956.33	3.5
01-350-5721	SIGNS	.00	.00	30,000.00	30,000.00	.0
01-350-5730	TOOLS	.00	.00	5,500.00	5,500.00	.0
01-350-5751	GASOLINE	6,964.14	6,964.14	20,000.00	13,035.86	34.8
01-350-7011	IMPROVEMENTS - PW	.00	.00	27,000.00	27,000.00	.0
01-350-7020	EQUIPMENT	.00	.00	7,500.00	7,500.00	.0
01-350-7021	RADIO EQUIPMENT	.00	.00	600.00	600.00	.0
01-350-7023	SAFETY EQUIPMENT	.00	.00	5,000.00	5,000.00	.0
01-350-7025	SOFTWARE	.00	.00	14,000.00	14,000.00	.0
	TOTAL PUBLIC WORKS	70,576.73	109,674.05	1,192,480.00	1,082,805.95	9.2

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC SAFETY					
01-360-4000	WAGES	41,378.68	70,251.25	575,470.00	505,218.75	12.2
01-360-4001	WAGES - SWORN OFFICERS	143,036.78	239,469.55	1,864,290.00	1,624,820.45	12.9
01-360-4002	WAGES - EXTRA STRAIGHT PAY	1,254.57	1,254.57	46,375.00	45,120.43	2.7
01-360-4004	WAGES - PART-TIME SWORN OFFCRS	8,303.50	12,862.18	122,500.00	109,637.82	10.5
01-360-4010	OVERTIME	61.39	71.57	2,500.00	2,428.43	2.9
01-360-4011	OVERTIME - SWORN OFFICERS	12,414.59	21,380.44	140,000.00	118,619.56	15.3
01-360-4100	HEALTH INSURANCE	44,836.80	44,836.80	465,850.00	421,013.20	9.6
01-360-4110	LIFE INSURANCE	220.45	440.90	2,660.00	2,219.10	16.6
01-360-4200	SOCIAL SECURITY	1,775.26	2,964.65	25,725.00	22,760.35	11.5
01-360-4210	MEDICARE	2,917.10	4,878.33	39,465.00	34,586.67	12.4
01-360-4220	IMRF	1,807.02	1,807.02	28,690.00	26,882.98	6.3
01-360-4230	PENSION CONTRIBUTION - R/E TAX	.00	3,024.63	350,000.00	346,975.37	.9
01-360-4231	PENSION CONTRIBUTION-CITY GF	.00	.00	447,149.00	447,149.00	.0
01-360-5100	PROFESSIONAL SERVICES	2,014.00	2,086.00	23,700.00	21,614.00	8.8
01-360-5101	PROFESSIONAL FEES - VOCA	.00	(.30)	80,100.00	80,100.30	.0
01-360-5140	PRISONERS CARE	.00	.00	2,500.00	2,500.00	.0
01-360-5141	KENNEL FEES	197.00	197.00	4,000.00	3,803.00	4.9
01-360-5200	POSTAGE	1,076.06	1,076.06	3,000.00	1,923.94	35.9
01-360-5221	PRINTING	88.00	88.00	5,000.00	4,912.00	1.8
01-360-5240	NORTHWEST CENTRAL DISPATCH	21,554.65	43,109.30	260,811.00	217,701.70	16.5
01-360-5310	MEMBERSHIPS	.00	30,878.00	50,100.00	19,222.00	61.6
01-360-5321	AUTO EXPENSE	84.00	156.00	2,500.00	2,344.00	6.2
01-360-5330	TRAINING	595.00	766.26	26,900.00	26,133.74	2.9
01-360-5340	TUITION REIMBURSEMENT	.00	.00	8,000.00	8,000.00	.0
01-360-5410	UTILITIES	454.72	454.72	.00	(454.72)	.0
01-360-5500	LIABILITY INSURANCE PREMIUM	.00	.00	46,400.00	46,400.00	.0
01-360-5510	RENTAL EQUIPMENT	104.01	104.01	620.00	515.99	16.8
01-360-5520	ID NETWORKS	.00	13,247.00	25,000.00	11,753.00	53.0
01-360-5530	WORKERS COMPENSATION INSURANCE	6,830.78	20,492.34	111,600.00	91,107.66	18.4
01-360-5610	EQUIPMENT MAINTENANCE	3,309.06	3,309.06	16,500.00	13,190.94	20.1
01-360-5611	RADIO MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
01-360-5700	OFFICE SUPPLIES	381.40	715.36	7,500.00	6,784.64	9.5
01-360-5710	OPERATING SUPPLIES	1,515.74	1,638.81	11,200.00	9,561.19	14.6
01-360-5740	RANGE SUPPLIES	.00	.00	7,650.00	7,650.00	.0
01-360-5741	CLOTHING	935.26	1,485.32	25,700.00	24,214.68	5.8
01-360-5751	GASOLINE	.00	.00	50,000.00	50,000.00	.0
01-360-5820	PUBLICATIONS	.00	.00	1,060.00	1,060.00	.0
01-360-7022	POLICE TECH/SAFETY SUPPLIES	2,479.74	4,039.67	15,205.00	11,165.33	26.6
	TOTAL PUBLIC SAFETY	299,625.56	527,084.50	4,896,720.00	4,369,635.50	10.8
	PUBLIC SAFETY-SPECIAL ACCT EXP					
01-365-5981	DUI EXPENSE	(1,298.67)	(1,298.67)	20,000.00	21,298.67	(6.5)
01-365-5982	NARCOTICS EXPENSE	.00	700.00	.00	(700.00)	.0
	TOTAL PUBLIC SAFETY-SPECIAL ACCT EXP	(1,298.67)	(598.67)	20,000.00	20,598.67	(3.0)

CITY OF PROSPECT HEIGHTS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING JUNE 30, 2018

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REIMBURSABLE EXP					
01-370-4101	RETIREE HEALTH INSURANCE	3,764.00	3,764.00	80,039.00	76,275.00	4.7
01-370-5102	GRANT WRITER	.00	.00	20,750.00	20,750.00	.0
01-370-5751	GASOLINE	.00	.00	6,000.00	6,000.00	.0
	TOTAL REIMBURSABLE EXP	3,764.00	3,764.00	106,789.00	103,025.00	3.5
	OTHER EXPENSES					
01-380-5970	REFUNDS	.00	.00	2,000.00	2,000.00	.0
01-380-5975	SALES TAX REBATE	.00	(11,645.03)	168,000.00	179,645.03	(6.9)
01-380-5999	MISCELLANEOUS EXPENSE	.00	.00	1,500.00	1,500.00	.0
	TOTAL OTHER EXPENSES	.00	(11,645.03)	171,500.00	183,145.03	(6.8)
	GRANTS					
01-390-5900	GRANT - GENERAL EXPENSE	.00	.00	1,500.00	1,500.00	.0
01-390-5910	GRANT - VOCA EXPENSE	6,673.67	6,673.97	.00	(6,673.97)	.0
01-390-5947	GRANT-POLICE TOBACCO EXPENSE	.00	50.00	.00	(50.00)	.0
	TOTAL GRANTS	6,673.67	6,723.97	1,500.00	(5,223.97)	448.3
	DEBT SERVICE					
01-400-6000	PRINCIPAL	.00	.00	145,000.00	145,000.00	.0
01-400-6010	INTEREST	20,969.13	20,969.13	41,972.00	21,002.87	50.0
	TOTAL DEBT SERVICE	20,969.13	20,969.13	186,972.00	166,002.87	11.2
	TOTAL FUND EXPENDITURES	513,919.90	827,411.98	8,448,441.00	7,621,029.02	9.8
	NET REVENUE OVER EXPENDITURES	69,405.83	514,268.11	128,119.16	(386,148.95)	401.4

MOTOR FUEL TAX FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
11-100-3800	INTEREST INCOME	.00	2,037.76	5,000.00	2,962.24	40.8
	TOTAL REVENUES	.00	2,037.76	5,000.00	2,962.24	40.8
	INTERGOVERNMENTAL REVENUES					
11-110-3120	MOTOR FUEL TAX	34,260.20	71,474.52	415,000.00	343,525.48	17.2
	TOTAL INTERGOVERNMENTAL REVENUES	34,260.20	71,474.52	415,000.00	343,525.48	17.2
	TOTAL FUND REVENUE	34,260.20	73,512.28	420,000.00	346,487.72	17.5

MOTOR FUEL TAX FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENSES					
11-300-5632	ICE CONTROL MAINTENANCE	.00	.00	50,000.00	50,000.00	.0
	TOTAL EXPENSES	.00	.00	50,000.00	50,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	50,000.00	50,000.00	.0
	NET REVENUE OVER EXPENDITURES	34,260.20	73,512.28	370,000.00	296,487.72	19.9

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING JUNE 30, 2018

PALATINE/MILWAUKEE TIF FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
12-100-3000	REAL ESTATE TAXES	.00	25,547.79	670,000.00	644,452.21	3.8
12-100-3800	INTEREST INCOME	184.72	587.77	.00	(587.77)	.0
12-100-3899	MISCELLANEOUS INCOME	.00	64.37	.00	(64.37)	.0
	TOTAL REVENUES	184.72	26,199.93	670,000.00	643,800.07	3.9
	TOTAL FUND REVENUE	184.72	26,199.93	670,000.00	643,800.07	3.9

PALATINE/MILWAUKEE TIF FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENSES					
12-300-5100	PROFESSIONAL SERVICES	1,700.00	1,700.00	.00	(1,700.00)	.0
12-300-5101	AUDIT	.00	.00	1,500.00	1,500.00	.0
12-300-5430	BANK FEES	.00	.00	750.00	750.00	.0
	TOTAL EXPENSES	1,700.00	1,700.00	2,250.00	550.00	75.6
	TOTAL FUND EXPENDITURES	1,700.00	1,700.00	2,250.00	550.00	75.6
	NET REVENUE OVER EXPENDITURES	(1,515.28)	24,499.93	667,750.00	643,250.07	3.7

TOURISM DISTRICT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
13-100-3020	HOTEL TAXES	81,807.79	151,335.76	845,000.00	693,664.24	17.9
13-100-3800	INTEREST INCOME	77.90	99.58	125.00	25.42	79.7
	TOTAL REVENUES	81,885.69	151,435.34	845,125.00	693,689.66	17.9
	TOTAL FUND REVENUE	81,885.69	151,435.34	845,125.00	693,689.66	17.9

TOURISM DISTRICT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENSES					
13-300-5100	PROFESSIONAL SERVICES	.00	2,095.00	.00	(2,095.00)	.0
13-300-5101	AUDIT	.00	.00	3,000.00	3,000.00	.0
13-300-5108	BEAUTIFICATION	13,971.04	14,039.13	103,500.00	89,460.87	13.6
13-300-5310	MEMBERSHIPS	.00	.00	63,000.00	63,000.00	.0
13-300-5401	SERVICE CHARGE - GENERAL FUND	.00	.00	70,000.00	70,000.00	.0
13-300-5920	GRANT - HOTELS	56,840.75	56,840.75	288,650.00	231,809.25	19.7
	TOTAL EXPENSES	70,811.79	72,974.88	528,150.00	455,175.12	13.8
	OTHER FINANCING USES					
13-600-8090	INTERFUND TRANSFER OUT	300,000.00	300,000.00	288,650.00	(11,350.00)	103.9
	TOTAL OTHER FINANCING USES	300,000.00	300,000.00	288,650.00	(11,350.00)	103.9
	TOTAL FUND EXPENDITURES	370,811.79	372,974.88	816,800.00	443,825.12	45.7
	NET REVENUE OVER EXPENDITURES	(288,926.10)	(221,539.54)	28,325.00	249,864.54	(782.1)

DEA SEIZURE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
16-100-3551	POLICE REVENUE-TASK FORCE	21,066.82	21,066.82	.00	(21,066.82)	.0
16-100-3800	INTEREST INCOME	217.31	439.72	.00	(439.72)	.0
	TOTAL REVENUES	21,284.13	21,506.54	.00	(21,506.54)	.0
	TOTAL FUND REVENUE	21,284.13	21,506.54	.00	(21,506.54)	.0

DEA SEIZURE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENSES					
16-300-5100	PROFESSIONAL SERVICES	.00	.00	10,000.00	10,000.00	.0
16-300-5310	MEMBERSHIP	.00	.00	4,000.00	4,000.00	.0
16-300-5330	TRAINING	.00	.00	4,500.00	4,500.00	.0
16-300-5610	EQUIPMENT MAINTENANCE	.00	.00	50,000.00	50,000.00	.0
16-300-5710	OPERATING SUPPLIES	.00	.00	9,000.00	9,000.00	.0
	TOTAL EXPENSES	.00	.00	77,500.00	77,500.00	.0
	CAPITAL OUTLAY GENERAL					
16-500-7020	EQUIPMENT - CAPITAL	.00	.00	60,000.00	60,000.00	.0
	TOTAL CAPITAL OUTLAY GENERAL	.00	.00	60,000.00	60,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	137,500.00	137,500.00	.0
	NET REVENUE OVER EXPENDITURES	21,284.13	21,506.54	(137,500.00)	(159,006.54)	15.6

SOLID WASTE DISPOSAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
17-100-3355	SOLID WASTE FEES	38,558.00	77,100.50	475,000.00	397,899.50	16.2
17-100-3800	INTEREST INCOME	178.36	314.86	2,500.00	2,185.14	12.6
	TOTAL REVENUES	38,736.36	77,415.36	477,500.00	400,084.64	16.2
	TOTAL FUND REVENUE	38,736.36	77,415.36	477,500.00	400,084.64	16.2

SOLID WASTE DISPOSAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENSES					
17-300-5401	SERVICE CHARGE - GENERAL FUND	.00	.00	123,000.00	123,000.00	.0
17-300-5420	SWANCC CHARGES	27,090.86	81,272.58	327,726.00	246,453.42	24.8
	TOTAL EXPENSES	27,090.86	81,272.58	450,726.00	369,453.42	18.0
	TOTAL FUND EXPENDITURES	27,090.86	81,272.58	450,726.00	369,453.42	18.0
	NET REVENUE OVER EXPENDITURES	11,645.50	(3,857.22)	26,774.00	30,631.22	(14.4)

PALATINE ROAD TIF FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
18-100-3000	REAL ESTATE TAXES	.00	.00	150,000.00	150,000.00	.0
18-100-3800	INTEREST INCOME	41.74	84.87	100.00	15.13	84.9
	TOTAL REVENUES	41.74	84.87	150,100.00	150,015.13	.1
	TOTAL FUND REVENUE	41.74	84.87	150,100.00	150,015.13	.1

PALATINE ROAD TIF FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENSES					
18-300-5101	AUDIT	.00	.00	1,500.00	1,500.00	.0
	TOTAL EXPENSES	.00	.00	1,500.00	1,500.00	.0
	CAPITAL OUTLAY					
18-500-7011	BUILDING IMPROVEMENTS	.00	.00	288,625.00	288,625.00	.0
	TOTAL CAPITAL OUTLAY	.00	.00	288,625.00	288,625.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	290,125.00	290,125.00	.0
	NET REVENUE OVER EXPENDITURES	41.74	84.87	(140,025.00)	(140,109.87)	.1

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING JUNE 30, 2018

SSA #1

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
21-100-3000	REAL ESTATE TAXES	.00	97.68	.00	(97.68)	.0
21-100-3800	INTEREST INCOME	7.84	15.94	.00	(15.94)	.0
	TOTAL REVENUES	7.84	113.62	.00	(113.62)	.0
	TOTAL FUND REVENUE	7.84	113.62	.00	(113.62)	.0
	NET REVENUE OVER EXPENDITURES	7.84	113.62	.00	(113.62)	.0

SSA #2

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
22-100-3800	INTEREST INCOME	22.39	46.35	.00	(46.35)	.0
	TOTAL REVENUES	22.39	46.35	.00	(46.35)	.0
	TOTAL FUND REVENUE	22.39	46.35	.00	(46.35)	.0

SSA #2

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENSES					
22-300-5100	PROFESSIONAL SERVICES	.00	.00	38,153.00	38,153.00	.0
	TOTAL EXPENSES	.00	.00	38,153.00	38,153.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	38,153.00	38,153.00	.0
	NET REVENUE OVER EXPENDITURES	22.39	46.35	(38,153.00)	(38,199.35)	.1

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING JUNE 30, 2018

SSA #3

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
23-100-3000	REAL ESTATE TAXES	.00	109.37	.00	(109.37)	.0
23-100-3800	INTEREST INCOME	125.19	255.66	.00	(255.66)	.0
	TOTAL REVENUES	125.19	365.03	.00	(365.03)	.0
	TOTAL FUND REVENUE	125.19	365.03	.00	(365.03)	.0

SSA #3

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENSES					
23-300-5100	PROFESSIONAL SERVICES	.00	.00	328,265.00	328,265.00	.0
	TOTAL EXPENSES	.00	.00	328,265.00	328,265.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	328,265.00	328,265.00	.0
	NET REVENUE OVER EXPENDITURES	125.19	365.03	(328,265.00)	(328,630.03)	.1

SSA #4

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
24-100-3800	INTEREST INCOME	18.82	39.16	.00	(39.16)	.0
	TOTAL REVENUES	18.82	39.16	.00	(39.16)	.0
	TOTAL FUND REVENUE	18.82	39.16	.00	(39.16)	.0

SSA #4

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENSES					
24-300-5100	PROFESSIONAL SERVICES	.00	.00	36,719.00	36,719.00	.0
	TOTAL EXPENSES	.00	.00	36,719.00	36,719.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	36,719.00	36,719.00	.0
	NET REVENUE OVER EXPENDITURES	18.82	39.16	(36,719.00)	(36,758.16)	.1

SSA #5

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
25-100-3000	REAL ESTATE TAXES	.00	1,255.67	25,000.00	23,744.33	5.0
25-100-3800	INTEREST INCOME	46.35	99.18	275.00	175.82	36.1
	TOTAL REVENUES	46.35	1,354.85	25,275.00	23,920.15	5.4
	TOTAL FUND REVENUE	46.35	1,354.85	25,275.00	23,920.15	5.4

CITY OF PROSPECT HEIGHTS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING JUNE 30, 2018

SSA #5

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENSES					
25-300-5050	SYSTEM MAINTENANCE	129.46	752.83	9,000.00	8,247.17	8.4
25-300-5100	PROFESSIONAL SERVICES	.00	.00	25,000.00	25,000.00	.0
	TOTAL EXPENSES	129.46	752.83	34,000.00	33,247.17	2.2
	TOTAL FUND EXPENDITURES	129.46	752.83	34,000.00	33,247.17	2.2
	NET REVENUE OVER EXPENDITURES	(83.11)	602.02	(8,725.00)	(9,327.02)	6.9

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING JUNE 30, 2018

SSA #8

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
28-100-3000	REAL ESTATE TAXES	.00	6,903.87	125,161.00	118,257.13	5.5
28-100-3800	INTEREST INCOME	129.42	265.95	750.00	484.05	35.5
	TOTAL REVENUES	129.42	7,169.82	125,911.00	118,741.18	5.7
	TOTAL FUND REVENUE	129.42	7,169.82	125,911.00	118,741.18	5.7

SSA #8

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENSES					
28-300-5100	PROFESSIONAL SERVICES	.00	89.60	23,000.00	22,910.40	.4
28-300-7020	EQUIPMENT	109.30	109.30	.00	(109.30)	.0
	TOTAL EXPENSES	109.30	198.90	23,000.00	22,801.10	.9
	DEPARTMENT 400					
28-400-6000	PRINCIPAL	.00	.00	100,000.00	100,000.00	.0
28-400-6010	INTEREST	.00	.00	2,000.00	2,000.00	.0
	TOTAL DEPARTMENT 400	.00	.00	102,000.00	102,000.00	.0
	TOTAL FUND EXPENDITURES	109.30	198.90	125,000.00	124,801.10	.2
	NET REVENUE OVER EXPENDITURES	20.12	6,970.92	911.00	(6,059.92)	765.2

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING JUNE 30, 2018

CAPITAL IMPROVEMENTS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
30-200-3990	INTERFUND TRANSFER IN	300,000.00	300,000.00	.00	(300,000.00)	.0
	TOTAL DEPARTMENT 200	300,000.00	300,000.00	.00	(300,000.00)	.0
	TOTAL FUND REVENUE	300,000.00	300,000.00	.00	(300,000.00)	.0

CAPITAL IMPROVEMENTS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
30-550-7020	EQUIPMENT - PW	.00	.00	103,000.00	103,000.00	.0
30-550-7021	EQUIPMENT - INFO TECH	.00	.00	43,750.00	43,750.00	.0
30-550-7040	VEHICLES - PS	.00	.00	64,000.00	64,000.00	.0
30-550-7050	STREET RESURFACING	8,800.00	8,800.00	1,731,720.00	1,722,920.00	.5
30-550-7051	STREETS - TOURISM	.00	(2,360.50)	.00	2,360.50	.0
30-550-7060	SIDEWALKS	.00	2,360.50	79,279.00	76,918.50	3.0
30-550-7063	DRAINAGE IMPROVEMENTS	.00	.00	232,000.00	232,000.00	.0
	TOTAL DEPARTMENT 550	8,800.00	8,800.00	2,253,749.00	2,244,949.00	.4
	TOTAL FUND EXPENDITURES	8,800.00	8,800.00	2,253,749.00	2,244,949.00	.4
	NET REVENUE OVER EXPENDITURES	291,200.00	291,200.00	(2,253,749.00)	(2,544,949.00)	12.9

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING JUNE 30, 2018

ROAD CONSTRUCTION DEBT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
41-100-3000	REAL ESTATE TAXES	.00	11,965.00	1,298,705.00	1,286,740.00	.9
41-100-3800	INTEREST INCOME	481.80	1,195.32	2,500.00	1,304.68	47.8
	TOTAL REVENUES	481.80	13,160.32	1,301,205.00	1,288,044.68	1.0
	TOTAL FUND REVENUE	481.80	13,160.32	1,301,205.00	1,288,044.68	1.0

ROAD CONSTRUCTION DEBT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENSES					
41-300-5101	AUDIT	.00	.00	1,500.00	1,500.00	.0
41-300-5430	BANK FEES	.00	450.00	850.00	400.00	52.9
	TOTAL EXPENSES	.00	450.00	2,350.00	1,900.00	19.2
	DEBT SERVICE					
41-400-6000	PRINCIPAL	.00	.00	1,020,000.00	1,020,000.00	.0
41-400-6010	INTEREST	.00	139,392.50	278,785.00	139,392.50	50.0
	TOTAL DEBT SERVICE	.00	139,392.50	1,298,785.00	1,159,392.50	10.7
	TOTAL FUND EXPENDITURES	.00	139,842.50	1,301,135.00	1,161,292.50	10.8
	NET REVENUE OVER EXPENDITURES	481.80	(126,682.18)	70.00	126,752.18	(18097

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING JUNE 30, 2018

SSA #6 DEBT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
46-100-3000	REAL ESTATE TAXES	.00	.00	237,142.00	237,142.00	.0
46-100-3800	INTEREST INCOME	32.46	109.05	500.00	390.95	21.8
	TOTAL REVENUES	32.46	109.05	237,642.00	237,532.95	.1
	TOTAL FUND REVENUE	32.46	109.05	237,642.00	237,532.95	.1

SSA #6 DEBT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEBT SERVICE					
46-400-6000	PRINCIPAL	.00	.00	125,000.00	125,000.00	.0
46-400-6010	INTEREST	.00	56,071.25	112,142.00	56,070.75	50.0
	TOTAL DEBT SERVICE	.00	56,071.25	237,142.00	181,070.75	23.6
	TOTAL FUND EXPENDITURES	.00	56,071.25	237,142.00	181,070.75	23.6
	NET REVENUE OVER EXPENDITURES	32.46	(55,962.20)	500.00	56,462.20	(11192

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING JUNE 30, 2018

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
51-100-3800	INTEREST INCOME	2,540.94	5,061.75	7,500.00	2,438.25	67.5
51-100-3880	WATER SALES	(57.10)	18,517.42	257,000.00	238,482.58	7.2
51-100-3881	WATER DELIVERY CHARGE	.00	29,143.58	370,000.00	340,856.42	7.9
51-100-3882	WATER INFRASTRUCTURE RESERVE	.00	12,557.36	150,000.00	137,442.64	8.4
51-100-3883	WATER DEBT RETIREMENT CHARGE	.00	6,557.85	75,000.00	68,442.15	8.7
51-100-3885	PENALTY	.00	164.75	2,500.00	2,335.25	6.6
	TOTAL REVENUES	2,483.84	72,002.71	862,000.00	789,997.29	8.4
	TOTAL FUND REVENUE	2,483.84	72,002.71	862,000.00	789,997.29	8.4

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENSES					
51-300-4000	WAGES	5,574.80	9,349.78	73,200.00	63,850.22	12.8
51-300-4010	OVERTIME	559.65	559.65	5,000.00	4,440.35	11.2
51-300-4100	HEALTH INSURANCE	2,138.00	4,153.00	26,800.00	22,647.00	15.5
51-300-4110	LIFE INSURANCE	10.24	20.48	150.00	129.52	13.7
51-300-4200	SOCIAL SECURITY	380.16	614.09	5,200.00	4,585.91	11.8
51-300-4210	MEDICARE	88.92	143.63	1,250.00	1,106.37	11.5
51-300-4220	IMRF	683.60	683.60	10,600.00	9,916.40	6.5
51-300-5000	BUILDING MAINTENANCE	.00	.00	4,000.00	4,000.00	.0
51-300-5050	SYSTEM MAINTENANCE	863.61	5,433.61	56,000.00	50,566.39	9.7
51-300-5100	PROFESSIONAL SERVICES	9,995.50	9,995.50	25,000.00	15,004.50	40.0
51-300-5101	AUDIT	.00	.00	34,500.00	34,500.00	.0
51-300-5200	POSTAGE	200.65	200.65	3,100.00	2,899.35	6.5
51-300-5221	PRINTING	.00	.00	900.00	900.00	.0
51-300-5222	LEGAL NOTICES	.00	.00	1,500.00	1,500.00	.0
51-300-5310	MEMBERSHIPS	1,232.00	1,232.00	1,500.00	268.00	82.1
51-300-5330	TRAINING	.00	.00	5,000.00	5,000.00	.0
51-300-5410	UTILITIES	822.02	1,205.23	15,000.00	13,794.77	8.0
51-300-5412	WATER	39,494.72	39,893.07	235,000.00	195,106.93	17.0
51-300-5430	CREDIT CARD & BANK CHARGES	1,141.91	1,781.81	7,500.00	5,718.19	23.8
51-300-5500	LIABILITY INSURANCE	.00	.00	27,600.00	27,600.00	.0
51-300-5530	WORKERS COMPENSATION INSURANCE	335.94	1,007.82	2,900.00	1,892.18	34.8
51-300-5634	STONE AND CONCRETE	.00	.00	4,000.00	4,000.00	.0
51-300-5661	METERS	.00	.00	2,800.00	2,800.00	.0
51-300-5710	OPERATING SUPPLIES	.00	.00	10,000.00	10,000.00	.0
51-300-5750	CHEMICALS	.00	.00	2,000.00	2,000.00	.0
51-300-5751	GASOLINE	.00	.00	2,000.00	2,000.00	.0
	TOTAL EXPENSES	63,521.72	76,273.92	562,500.00	486,226.08	13.6
	DEBT SERVICE					
51-400-6000	PRINCIPAL	.00	.00	55,000.00	55,000.00	.0
51-400-6010	INTEREST	.00	10,555.00	21,110.00	10,555.00	50.0
	TOTAL DEBT SERVICE	.00	10,555.00	76,110.00	65,555.00	13.9
	CAPITAL OUTLAY GENERAL					
51-500-7020	EQUIPMENT	99,495.00	99,495.00	106,000.00	6,505.00	93.9
	TOTAL CAPITAL OUTLAY GENERAL	99,495.00	99,495.00	106,000.00	6,505.00	93.9
	OTHER FINANCING USES					
51-600-8000	DEPRECIATION	.00	.00	135,000.00	135,000.00	.0
	TOTAL OTHER FINANCING USES	.00	.00	135,000.00	135,000.00	.0

CITY OF PROSPECT HEIGHTS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING JUNE 30, 2018

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	163,016.72	186,323.92	879,610.00	693,286.08	21.2
NET REVENUE OVER EXPENDITURES	(160,532.88)	(114,321.21)	(17,610.00)	96,711.21	(649.2)

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING JUNE 30, 2018

PARKING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
52-100-3330	PARKING FEES	6,539.43	12,540.45	64,000.00	51,459.55	19.6
	TOTAL REVENUES	6,539.43	12,540.45	64,000.00	51,459.55	19.6
	TOTAL FUND REVENUE	6,539.43	12,540.45	64,000.00	51,459.55	19.6

CITY OF PROSPECT HEIGHTS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING JUNE 30, 2018

PARKING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENSES					
52-300-4001	ALLOCATED WAGES & BENEFITS	.00	.00	45,000.00	45,000.00	.0
52-300-5100	PROFESSIONAL SERVICES	.00	.00	10,200.00	10,200.00	.0
52-300-5410	UTILITIES	145.52	589.67	9,500.00	8,910.33	6.2
52-300-5500	LIABILITY INSURANCE	.00	.00	5,300.00	5,300.00	.0
52-300-5511	FACILITY RENT	.00	.00	21,000.00	21,000.00	.0
52-300-5632	ICE CONTROL MAINTENANCE	.00	.00	1,200.00	1,200.00	.0
52-300-5710	OPERATING SUPPLIES	.00	.00	2,000.00	2,000.00	.0
52-300-5970	REFUNDS	.00	.00	250.00	250.00	.0
	TOTAL EXPENSES	145.52	589.67	94,450.00	93,860.33	.6
	OTHER FINANCING USES					
52-600-8000	DEPRECIATION	.00	.00	32,000.00	32,000.00	.0
	TOTAL OTHER FINANCING USES	.00	.00	32,000.00	32,000.00	.0
	TOTAL FUND EXPENDITURES	145.52	589.67	126,450.00	125,860.33	.5
	NET REVENUE OVER EXPENDITURES	6,393.91	11,950.78	(62,450.00)	(74,400.78)	19.1

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING JUNE 30, 2018

SANITARY SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
53-100-3884	SANITARY SEWER CHARGES	.00	.50	672,000.00	671,999.50	.0
53-100-3885	PENALTY	.00	(3.01)	.00	3.01	.0
	TOTAL REVENUES	.00	(2.51)	672,000.00	672,002.51	.0
	TOTAL FUND REVENUE	.00	(2.51)	672,000.00	672,002.51	.0

SANITARY SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENSES					
53-300-4000	WAGES	982.80	1,648.52	62,800.00	61,151.48	2.6
53-300-4100	HEALTH INSURANCE	.00	.00	7,500.00	7,500.00	.0
53-300-4110	LIFE INSURANCE	.00	.00	125.00	125.00	.0
53-300-4200	SOCIAL SECURITY	60.76	101.91	3,900.00	3,798.09	2.6
53-300-4210	MEDICARE	14.22	23.85	950.00	926.15	2.5
53-300-4220	IMRF	120.59	120.59	8,000.00	7,879.41	1.5
53-300-5050	SYSTEM MAINTENANCE	.00	.00	72,000.00	72,000.00	.0
53-300-5100	PROFESSIONAL SERVICES	.00	.00	57,000.00	57,000.00	.0
53-300-5101	AUDIT	.00	.00	33,000.00	33,000.00	.0
53-300-5200	POSTAGE	.00	.00	4,500.00	4,500.00	.0
53-300-5221	PRINTING	.00	.00	1,500.00	1,500.00	.0
53-300-5330	TRAINING	.00	.00	6,000.00	6,000.00	.0
53-300-5530	WORKER'S COMP INSURANCE	335.94	1,007.82	1,000.00	(7.82)	100.8
	TOTAL EXPENSES	1,514.31	2,902.69	258,275.00	255,372.31	1.1
	CAPITAL OUTLAY GENERAL					
53-500-7051	SYSTEM IMPROVEMENTS	.00	.00	192,500.00	192,500.00	.0
	TOTAL CAPITAL OUTLAY GENERAL	.00	.00	192,500.00	192,500.00	.0
	TOTAL FUND EXPENDITURES	1,514.31	2,902.69	450,775.00	447,872.31	.6
	NET REVENUE OVER EXPENDITURES	(1,514.31)	(2,905.20)	221,225.00	224,130.20	(1.3)

POLICE PENSION

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
71-100-3000	REAL ESTATE TAXES	.00	3,024.63	350,000.00	346,975.37	.9
71-100-3800	INTEREST INCOME	10.74	29.46	75,000.00	74,970.54	.0
71-100-3860	CITY CONTRIBUTION	.00	.00	447,149.00	447,149.00	.0
71-100-3861	EMPLOYEE CONTRIBUTION	16,634.88	33,072.30	210,000.00	176,927.70	15.8
	TOTAL REVENUES	16,645.62	36,126.39	1,082,149.00	1,046,022.61	3.3
	TOTAL FUND REVENUE	16,645.62	36,126.39	1,082,149.00	1,046,022.61	3.3

CITY OF PROSPECT HEIGHTS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING JUNE 30, 2018

POLICE PENSION

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENSES					
71-300-4232	DISABILITY BENEFITS	10,981.60	21,963.20	135,000.00	113,036.80	16.3
71-300-4233	PENSION PAYMENTS	49,792.57	99,585.14	610,000.00	510,414.86	16.3
71-300-5100	PROFESSIONAL SERVICES	4,553.33	5,218.33	25,000.00	19,781.67	20.9
71-300-5101	AUDIT & FINANCE	.00	.00	2,500.00	2,500.00	.0
71-300-5107	INVESTMENT EXPENSE	.00	.00	32,000.00	32,000.00	.0
71-300-5331	CONFERENCES	.00	.00	1,500.00	1,500.00	.0
71-300-5440	STATE FILING FEE	.00	.00	2,500.00	2,500.00	.0
	TOTAL EXPENSES	65,327.50	126,766.67	808,500.00	681,733.33	15.7
	TOTAL FUND EXPENDITURES	65,327.50	126,766.67	808,500.00	681,733.33	15.7
	NET REVENUE OVER EXPENDITURES	(48,681.88)	(90,640.28)	273,649.00	364,289.28	(33.1)

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING JUNE 30, 2018

ROAD & BUILDING BOND ESCROW

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
72-100-3899	MISCELLANEOUS INCOME	53.50	108.24	.00	(108.24)	.0
	TOTAL DEPARTMENT 100	53.50	108.24	.00	(108.24)	.0
	TOTAL FUND REVENUE	53.50	108.24	.00	(108.24)	.0

CITY OF PROSPECT HEIGHTS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING JUNE 30, 2018

ROAD & BUILDING BOND ESCROW

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
72-300-5430	BANK CHARGES	.00	4.50	.00	(4.50)	.0
	TOTAL DEPARTMENT 300	.00	4.50	.00	(4.50)	.0
	TOTAL FUND EXPENDITURES	.00	4.50	.00	(4.50)	.0
	NET REVENUE OVER EXPENDITURES	53.50	103.74	.00	(103.74)	.0

To: Mayor Helmer and Members of the City Council

From: Michael DuCharme, Finance Director

Subject: Resolution Authorizing an Agreement with Bernardi Securities for Underwriting Services and Acknowledgment of Related Disclosures Relating to Special Service Area #6 Special Tax Refunding Bond Series 2018

Date: July 16, 2018

Background

In the fall of 2017, it was brought to the City's attention by our financial advisor, Speer Financial, that the City's Special Service Area #6 may have present value savings that would warrant refinancing.

On June 11, 2018, the City Council approved Chapman and Cutler as bond counsel and Speer Financial as advisor, to assist with the Special Service Area #6 refunding.

Analysis

The attached Resolution and related disclosures requests authorization of an agreement with Bernardi Securities. Our Financial Advisor is recommending their hiring based on their experience with Special Service Area #6, as they were the underwriter when the original Special Service Area #6 bonds were sold in 2009.

The 2009 bonds are callable 12/15/2018. The City can refund the bonds on a current basis anytime beginning 90 days before the call date, or 9/15/2018. The new tax reform eliminated advance refunding bonds; therefore, the earliest the City can refinance the bonds is 9/15/2018.

Elena Botiva, of Bernardi Securities, will attend the 7-23-2018 Council meeting to answer any questions.

Recommendation

Staff recommends approval of the resolution authorizing an agreement with Bernardi Securities for underwriter services to relating to Special Service Area #6, special tax refunding bonds, series 2018.

Resolution No. R-18-16

A Resolution Authorizing an Agreement with Bernardi Securities, Inc. for Underwriter, and Acknowledgment of Needed Disclosures, for Underwriter Relating to Special Service Area #6 Bonds, Series 2018

Whereas, Speer Financial as Financial Advisor, recommended Bernardi Securities, as underwriter related to Special Service Area #6 special tax refunding bonds, series 2018; and

Whereas, Bernardi Securities was the underwriter for the original Special Service Area #6 bonds issued in 2009; and

Whereas, Bernardi Securities is the recommended firm based on service level and experience in underwriting Special Service Area #6 bonds; and

Whereas, the City Council believes the agreement with Bernardi Securities is in the best interests of the City.

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

Section 1: The City Council hereby approves the agreement with Bernardi Securities as underwriter and authorizes signature of agreement..

Section 2: That the above recitals are incorporated as if fully set forth herein.

Section 3: If any part of this Resolution shall be invalid for any reason such finding shall not affect the remaining portion of this Resolution.

Section 4: This Resolution shall be in full force and effect from and after its passage and approval according to the law.

Approved this 23rd day of July, 2018.

____
Nicholas J. Helmer, Mayor

Attest:

____
City Clerk

Ayes:

Nays:

Absent:

Bernardi Securities, Inc.
20 South Clark Street, Suite 2700
Chicago, Illinois 60603

July 18, 2018

Re: Independent Registered Municipal Advisor Representation

Ladies and Gentlemen:

We are writing to provide you with certain representations pursuant to Rule 15Ba1-1 (the "Municipal Advisor Rule") of the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as amended (the "Act"), regarding our independent registered municipal advisor.

Pursuant to paragraph (d)(3)(vi)(B) of the Municipal Advisor Rule, we hereby represent to you that we are represented by, and will rely on the advice of, Speer Financial Inc. (the "Advisor") on all matters relating to Issuances of Municipal Securities and Special Service Area Number 6 Refunding Bonds, Series 2018.

We have been advised by the Advisor that: (i) it has registered as a municipal advisor with the SEC and the Municipal Securities Rulemaking Board; and (ii) the following individuals, each of whom has been employed by the Advisor for at least two years prior to the date of this letter, are the Associated Individuals of the Advisor for its representation of us:

Associated Individuals of the Advisor

Daniel Forbes, President

Capitalized terms used and not defined in this letter have the meanings assigned to them in the Act, the Municipal Advisor Rule and the related guidance of the SEC's Office of Municipal Securities. You may rely on this representation letter until such time as you receive notice from us.

Sincerely,

City of Prospect Heights

Mayor Nicholas J. Helmer

CITY OF PROSPECT HEIGHTS, COOK COUNTY, ILLINOIS

SPECIAL SERVICE AREA NUMBER 6 REFUNDING BONDS, SERIES 2018

JUNE 13, 2018

RISK DISCLOSURES PURSUANT TO MSRB RULE G-17

FIXED RATE BONDS
(THAT ARE NOT "COMPLEX MUNICIPAL SECURITIES FINANCINGS")

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds (*"Fixed Rate Bonds"*), as well as a general description of certain financial risks that are known to us and reasonably foreseeable at this time and that you should consider before deciding whether to issue Fixed Rate Bonds. If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to us. In addition, you should consult with your financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

FINANCIAL CHARACTERISTICS

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

SECURITY

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below. The description below regarding "Security" is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

General Obligation Bonds. "General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. All taxable property in the taxing body is subject to the levy of taxes to pay the same without limitation as to rate or amount. The term "limited" tax is used when a limit exists as to the amount of the tax (see below).

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

Limited Bonds. Taxing bodies, subject to the Property Tax Extension Limitation Law of the State of Illinois, as amended (the *"Extension Limitation Law"*), can issue limited bonds. Limited bonds are issued in lieu of general obligation bonds that otherwise have been authorized by applicable law. They are payable from a separate property tax levy that is unlimited as to rate, but the amount of taxes that will be extended to pay the bonds is limited by the Extension Limitation Law. Limited bonds are payable from your debt service extension base (*the "Base"*), which is an amount equal to that portion of the extension for the applicable levy year for the payment of non-referendum bonds (other than alternate bonds or refunding bonds issued to refund bonds initially issued pursuant to referendum), increased each year, beginning with the 2009 levy year, by the lesser of 5% or the percentage in the Consumer Price Index for All Urban Consumers (as defined in the Extension Limitation Law) during the 12-month calendar year preceding the levy year. The Limitation Law further provides that the annual amount of taxes to be extended to pay the limited bonds and all other limited bonds heretofore and hereafter issued by you shall not exceed the Base less the amount extended to pay certain other non-referendum bonds heretofore and hereafter issued by you and bonds issued to refund such bonds.

Limited bonds constitute a debt. In the event of default in required payments of interest or principal, the holders of limited bonds have certain rights under state law to compel you to impose a tax levy (limited as set forth in the previous paragraph).

Alternate Bonds. Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended (the *"Debt Reform Act"*), permits you to issue alternate or “double-barrelled” bonds. Alternate bonds are general obligation bonds payable from enterprise revenues or from a revenue source, or both, with your general obligation acting as backup security for the bonds. Once issued, and until paid or defeased, alternate bonds are a general obligation, for the payment of which you pledge your full faith and credit. Such bonds are payable from the levy of ad valorem property taxes upon all taxable property in your taxing body without limitation as to rate or amount. The intent of the Debt Reform Act is for the enterprise revenues or the revenue source to be sufficient to pay the debt service on the alternate bonds so that taxes need not be levied, or, if levied, need not be extended, for such payment.

The Debt Reform Act prescribes several conditions that must be met before alternate bonds may be issued. First, alternate bonds must be issued for a lawful corporate purpose. If issued in lieu of revenue bonds (as described below), then the revenue bonds must have been authorized under applicable law (including satisfying any backdoor referendum requirements) and the alternate bonds must be issued for the purpose for which the revenue bonds were authorized. If issued payable from a revenue source limited in its purposes or applications, then the alternate bonds must be issued only for such limited purposes or applications.

Second, alternate bonds are subject to a backdoor referendum. The issuance of alternate bonds must be submitted to referendum if, within 30 days after publication of the authorizing ordinance and notice of intent to issue the alternate bonds, a petition is filed. The petition must be signed by the greater of (i) 7.5% of your registered voters or (ii) the lesser of 200 of the registered voters or 15% of the registered voters, asking that the issuance of the alternate bonds be submitted to referendum. Backdoor referendum proceedings for revenue bonds and for alternate bonds to be issued in lieu of revenue bonds may be conducted at the same time.

Notwithstanding the previous paragraph, in governmental units with fewer than 500,000 inhabitants that propose to issue alternate bonds payable solely from enterprise revenues, except for alternate bonds that finance or refinance projects concerning public utilities, public streets and roads or public safety facilities and related infrastructure and equipment, if no petition is filed within 45 days of publication of the authorizing ordinance and notice, the alternate bonds may be issued. For purposes of this paragraph, the required number of petitioners for a governmental unit with more than 4,000 registered voters is the lesser of (i) 5% of the registered voters or (ii) 5,000 registered voters and the required number of petitioners for a governmental unit with 4,000 or fewer registered voters is the lesser of (i) 15% of the registered voters or (ii) 200 registered voters.

Third, you must demonstrate that the enterprise revenues are, or that the revenue source is, sufficient to meet the requirements of the Debt Reform Act. If enterprise revenues are pledged as security for the alternate bonds, you must demonstrate that such revenues are sufficient in each year to pay all of the following:

(a) costs of operation and maintenance of the utility or enterprise, excluding depreciation;

(b) debt service on all outstanding revenue bonds payable from such enterprise revenues;

(c) all amounts required to meet any fund or account requirements with respect to such outstanding revenue bonds;

(d) other contractual or tort liability obligations, if any, payable from such enterprise revenues; and

(e) in each year, an amount not less than 1.25 times debt service on all:

(i) outstanding alternate bonds payable from such enterprise revenues; and

(ii) the alternate bonds proposed to be issued.

If one or more revenue sources are pledged as security for the alternate bonds, you must demonstrate that such revenue sources are sufficient in each year to provide not less than 1.25 times (1.10 times if the revenue source is a government revenue source) debt service on all outstanding alternate bonds payable from such revenue source and on the alternate bonds proposed to be issued. You need not meet the test described in this paragraph for the amount of debt service set aside at closing from bond proceeds or other moneys.

The determination of the sufficiency of enterprise revenues or revenue source or sources, as applicable, must be supported by reference to the most recent audit of the governmental unit, which must be for a fiscal year ending not earlier than 18 months previous to the time of issuance of the alternate bonds. If such audit does not adequately show such enterprise revenues or revenue source, as applicable, or if such enterprise revenues or revenue source, as applicable, are shown to be insufficient, then the determination of sufficiency must be supported by the report of an independent accountant or feasibility analyst, the latter having a national reputation for expertise in such matters, who is not otherwise involved in the project being financed or refinanced with the proceeds of the alternate bonds, demonstrating the sufficiency of such revenues and explaining, if appropriate, by what means the revenues will be greater than as shown in the audit.

Alternate bonds may be issued to refund alternate bonds without meeting any of the conditions set forth above if the term of the refunding bonds is not longer than the term of the refunded bonds and that the debt service payable in any year on the refunding bonds does not exceed the debt service payable in such year on the refunded bonds.

Alternate bonds are not regarded or included in any computation of indebtedness for the purpose of any statutory provision or limitation unless taxes, other than a designated revenue source, are extended to pay the bonds. In the event taxes are extended, the amount of alternate bonds then outstanding counts against your debt limit until your audit shows that the alternate bonds have been paid from the pledged enterprise revenues or revenue source for a complete fiscal year.

In the event of default in required payments of interest or principal, the holders of alternate bonds have certain rights under state law to compel you to increase the pledged revenues or have the tax levy extended for such payment.

Debt Certificates. You may issue "debt certificates" to evidence your payment obligation under an installment contract or lease. Your governing body may provide for the treasurer, comptroller, finance officer or other officer of the governing body charged with financial administration to act as counterparty to the installment contract or lease, as nominee-seller or lessor. The installment contract or lease is then executed by your authorized officer and is filed with and executed by the nominee-seller or lessor. As contracts for the acquisition and construction of the project to be financed are executed (the *"Work Contracts"*), the governing body orders those Work Contracts to be filed with the nominee-seller or lessor. The nominee-seller or lessor identifies the Work Contracts to the particular installment contract or lease. Such identification permits the payment of the Work Contracts from the proceeds of the debt certificates.

Debt certificates are paid from your lawfully available funds. You are expected to agree to annually budget/appropriate amounts to pay the principal of and interest on the debt certificates. There is no separate levy available for the purpose of making such payments.

Debt certificates constitute a debt. In the event of default in required payments of interest or principal, the holders of the debt certificates cannot compel you to impose a tax levy, but you have promised the holders of the debt certificates that you will pay the debt certificates and they can proceed to file suit to enforce such promise.

Special Service Area Bonds. When special services are provided to a particular contiguous area within a municipality, in addition to the services generally provided throughout the municipality, a municipality may create a special service area. The cost of the special services may be paid from taxes levied upon the taxable real property within the area, and such taxes may be levied in the special service area at a rate or amount sufficient to produce revenues required to provide the special services.

Prior to the first levy of taxes in the special service area and prior to or within 60 days after the adoption of the ordinance proposing the establishment of the special service area, you are required to hold a public hearing and to publish and mail notice of such hearing. At the public hearing, any interested person may file written objections or give oral statements with respect to the establishment of the special service area and the levy of taxes therein. As a result of the hearing, you may delete areas from the special service area as long as the remaining area is contiguous. After the hearing, an ordinance establishing the special service area must be timely filed with the county recorder and the county clerk.

Bonds secured by the full faith and credit of the special service area territory may be issued for the purpose of providing special services. Such bonds are paid from the levy of taxes unlimited as to rate or amount against the taxable real property in the special service area. The county clerk will annually extend taxes against all of the taxable real property in the area in amounts sufficient to pay the principal and interest on the bonds. Such bonds are exempt from the Extension Limitation Law of the State of Illinois, as amended.

Prior to the issuance of special service area bonds, you must give published and mailed notice and hold a hearing at which any interested person may file written objections, or be heard orally, with respect to the issuance of the bonds. The questions of the creation of the special service area, the levy of a tax on such area and the issuance of special service area bonds may all be considered at the same hearing.

The creation of the special service area, the levy of a tax within the area and the issuance of bonds for the provision of special services to the area are subject to a petition process. If, within 60 days after the public hearing, a petition signed by not less than 51% of the electors residing within the special service area and 51% of the owners of record of land located within the special service area is filed with the municipal clerk objecting to the creation of the special service area, the levy of a tax or the issuance of bonds, then the area may not be created, the tax may not be levied and the bonds may not be issued. If such a petition is filed, the subject matter of the petition may not be proposed relative to any of the signatories within the next two years.

Special service area bonds do not constitute an indebtedness of the municipality, and no exercise of your taxing power may be compelled on behalf of the special service area bondholders other than the ad valorem property taxes to be extended on the taxable real property in the special service area.

Revenue Bonds. "Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. Revenue bonds may, however, be subject to a backdoor referendum. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds, referred to as conduit revenue bonds, may be issued by a governmental issuer acting as conduit for the benefit of a private sector entity or a 501(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

Tax Increment Financing. Tax increment financing provides a means for municipalities, after the approval of a "redevelopment plan and project," to redevelop blighted, conservation or industrial park conservation areas. The Tax Increment Allocation Redevelopment Act of the State of Illinois, as amended, allows incremental property taxes to be used to pay certain redevelopment project costs and to pay debt service with respect to tax increment bonds issued to pay redevelopment project costs. The municipality is authorized to issue tax increment bonds payable from, and secured by, incremental property tax revenues expected to be generated in the redevelopment project area. Incremental property tax revenues are derived from the increase in the current equalized assessed valuation of the real property within the redevelopment project area over and above the certified initial equalized assessed valuation for such redevelopment project area.

Before adopting the necessary ordinances to designate a redevelopment project area, a municipality must hold a public hearing and convene a joint review board to consider the proposal. At the public hearing, any interested person or taxing district may file written objections and may give oral statements with respect to the proposed financing. After the municipality has considered all comments made by the public and the joint review board, it may adopt the necessary ordinances to designate a redevelopment project area.

Tax increment bonds may be secured by the full faith and credit of the municipality. The issuance of general obligation tax increment bonds is subject to a "backdoor," rather than a direct, referendum. Once a municipality has authorized the issuance of tax increment obligations secured by its full faith and credit, the ordinance authorizing the issuance must be published in a newspaper of general circulation in the municipality. In response, voters may petition to request that the question of issuing obligations using the full faith and credit of the municipality as security to pay for redevelopment project costs be submitted to the electors of the municipality. If, within 30 days after the publication, 10% of the registered voters of the municipality sign such a petition, the question of whether to issue tax increment bonds secured by the municipality's full faith and credit must be approved by the voters pursuant to referendum. Such bonds are not exempt from the Extension Limitation Law unless first approved at referendum.

Tax increment revenues may also be treated as a "revenue source" and be pledged to the payment of alternate bonds under Section 15 of the Debt Reform Act.

FINANCIAL RISK CONSIDERATIONS

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following (generally, the obligor, rather than you, will bear these risks for conduit revenue bonds):

> ***Issuer Default Risk.*** You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds or alternate bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at

market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk. Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk. If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

Reinvestment Risk. You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as "negative arbitrage."

Tax Compliance Risk. The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

Received and read by:

____

Signature

Mayor Nicholas J. Helmer

____

Date

Mayor Nicholas J. Helmer
City of Prospect Height
8 N. Elmhurst Rd.
Prospect Heights, IL 60070

June 13, 2018

Dear Mayor Helmer:

Bernardi Securities, Inc., acting as Underwriter (the "Underwriter"), anticipates structuring and underwriting the Special Service Area Number 6 Refunding Bonds, Series 2018 (the "Bonds") on behalf of the City of Prospect Heights, Cook County, IL (the "Issuer") for the purpose of (i) refunding the Special Service Area Number 6 Bonds, Series 2009 Bonds and (ii) paying for the costs of issuance associated with the Bonds. We understand that Speer Financial, Inc. is the City's financial advisor acting in a fiduciary capacity.

This contract will serve as the Underwriter's authorization to structure and underwrite the Bonds. At such time as the Issuer has approved all of the documents and proceedings related to the issuance of the Bonds, the Underwriter will be expected to submit a detailed purchase agreement to the Issuer for execution that includes, among other things, final interest rates, dated date, principal maturity dates, interest payment dates, and other closing documents for issuing the Bonds.

All costs of issuance are to be paid from Bond proceeds and, as applicable, other funds. These costs include but are not limited to: legal fees (Issuer Counsel, Bond Counsel, Disclosure Counsel and Underwriter's Counsel), trustee fees, if any, paying agent / bond registrar fees, book-entry setup charges, closing costs, escrow verification fees, if any, escrow agent fees, if any, CUSIP costs, and any rating and bond insurance fees. Bernardi Securities, Inc.'s underwriting fee will also be paid from a percentage of Bond proceeds, which is the combination of the par amount of the Bonds and premium, if applicable. Based on this understanding, our fee shall not exceed 1.20%.

The rules of the Municipal Securities Rulemaking Board require the Underwriter to inform you that compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest. While this form of compensation is customary in the municipal securities market, it may cause the Underwriter to recommend an offering that is unnecessary or to recommend the size of the proposed offering be larger than necessary.

In recent years, Congress has enacted legislation seeking to reform financial markets in the wake of the 2008-2009 financial crisis. One of the most prominent pieces of legislation is the Dodd-Frank Wall Street Reform and Consumer Protection Act. The implementation of Dodd-Frank has led to a series of regulatory changes governing municipal securities.

The 2011 amendments to Rule G-23 of the Municipal Securities Rulemaking Board (MSRB) and 2012 interpretative guidance under MSRB Rule G-17 require Bernardi Securities, Inc. to define its role at the earliest stages of our relationship with you for this issue.

Bernardi Securities, Inc. will only serve as an underwriter. As an underwriter, we will be acting as a principal in a commercial, arms' length transaction, and not as a municipal advisor, financial advisor, or fiduciary. At the Issuer's request, Bernardi Securities, Inc. may provide incidental services, including advice as to the structure, timing, terms and other matters concerning the issuance of the Bonds. Please note the Bernardi Securities, Inc. would be providing such services in its capacity as underwriter and not as a financial advisor to the Issuer.

As an underwriter, our purchase of the Bonds will be with a view to distribute the Bonds to investors. It is important for you to understand that, in this role, Bernardi Securities, Inc. has financial and other interests that may differ from yours.

MSRB Rule G-17 requires us to deal fairly at all times with both municipal issuers and investors. Our duty to purchase the Bonds from the Issuer at fair and reasonable prices is balanced with our duty to sell the Bonds to investors at fair and reasonable prices.

Bernardi Securities, Inc. will review the Issuer's official statement for the Bonds in accordance with, and as part of, our responsibilities to investors under federal securities laws, as applied to the facts and circumstances of this transaction.

As with any Bond issue, your obligation to pay principal and interest will be an obligation that will require you to make these payments no matter what budget constraints you encounter. Furthermore, to the extent that you agree in the Bond issue to rate covenants, additional bond tests or other financial covenants, these may constrain your ability to operate and to issue additional debt and, if you do not comply with these covenants, they can result in a failure to perform with respect to the Bond issue.

If the Bonds are issued as tax-exempt or tax-advantaged obligations, this requires that you comply with various federal tax law requirements and restrictions relating to how you use and invest the proceeds of the Bonds, how you use any facilities constructed or improved with proceeds of the Bonds and other restrictions throughout the term of the Bonds. These requirements and restrictions may constrain how you operate the financed facilities and may preclude you from capitalizing on certain opportunities. Further, violation of these requirements and restrictions can result in a loss of the tax-exempt or tax-advantaged status of the Bonds, and may cause you to become liable to the Internal Revenue Service and to the owners of the Bonds. In addition, in the event of an audit of the Bonds by the IRS, obtaining an independent review of IRS positions with which you legitimately disagree is difficult and may not be practicable.

Bernardi Securities, Inc. is a full service securities firm and as such Bernardi Securities, Inc. and its affiliates may from time to time provide brokerage and other services and products to municipalities, other institutions, and individuals, including the Issuer, certain Issuer officials and employees, and potential purchasers of the Bonds. If these services are rendered, Bernardi Securities, Inc. may receive customary compensation, however, such services are not related to the proposed offering of the Bonds.

In the ordinary course of fixed income trading business, Bernardi Securities, Inc. may purchase, sell, or hold a broad array of investments and may actively trade securities and other financial instruments, including the Bonds and other municipal bonds, for its own account and for the accounts of customers, including its employees and their family members, where Bernardi Securities, Inc. may receive a mark-up or mark-down. Such investments and trading activities may involve or relate to the offering or other assets, securities and/or instruments of the Issuer and/or persons and entities with relationships with the Issuer.

Bernardi Securities, Inc. has not identified any additional potential or actual material conflicts that require disclosure to you. If potential or actual conflicts arise in the future, we will provide you with supplemental disclosures about them.

The designation of Bernardi Securities, Inc. as underwriter applies solely to this issue. We encourage you to consult with your own legal, accounting, tax, financial and other advisors, as applicable, to the extent you deem appropriate.

Accompanying this letter is a risk disclosure document describing financial characteristics and security structures of fixed rate municipal bonds as wells as a general description of certain financial risks pursuant to MSRB Rule G-17.

If there is any aspect of the foregoing disclosures that requires further clarification, please do not hesitate to contact us. We understand that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the proposed Bond offering.

The issuer understands the primary contacts for this process will be Robert P. Vail and Elena Boteva.

BERNARDI SECURITIES, INC,

Robert P. Vail.
Senior VP/Managing Director

ACCEPTED BY:

By____________________________
Its____________________________

Notice of Request for Proposals

Proposals will be received at:

City of Prospect Heights Police Department

8 N Elmhurst Road,
Prospect Heights,
Illinois 60070, for:

The City of Prospect Heights (the "City") herein invites you to submit a bid for Towing Services, Vehicle Relocation and Vehicle Storage on an as required basis for vehicles as determined by the City of Prospect Heights Police Department, twenty-four hours a day, seven days a week.

For information on how to receive a copy of the Bid Package and any addenda contact the Prospect Heights Police Chief Al Steffen Office, asteffen@prospect-Heights.org, at 847-398-5511 or visit the Prospect Heights main bid web page, https://www.prospect-Heights.il.us/bids.aspx.

Proposals will be received until 5:00 p.m. prevailing time June 22, 2018. The envelope or box shall be marked or endorsed:

Bids for City of Prospect Heights, Illinois

Towing & Vehicle Storage

The City reserves the right to reject any or all proposals and to waive irregularities or technicalities.

Timeline	**2018**
May 25, 2018	RFP is released
June 16, 2018	Questions or requested clarifications or additional information due
June, 22, 2018	Proposals due to City

Dated this 22 day of May 2018.

BID PROPOSAL DOCUMENTS

Each bidder must submit **three copies** of the Bid Proposal.

NO WITHDRAWAL OF BIDS

No Bid Proposal shall be withdrawn after the Bid Due Date without the consent of the City for a period of ninety (90) calendar days after the Bid Due Date.

QUALIFICATION OF BIDDERS

It is the intention of the City to award the Work only to a bidder who furnishes satisfactory evidence that they have the requisite qualifications, capital, experience, facilities and ability to complete the Work successfully, promptly, and within the time frame set forth in these documents.

The City reserves the right to make such investigations as it deems necessary to determine the qualifications and ability of any bidder. To that extent, all bidders agree to furnish to the City any information and data requested by the City in its investigation. Failure of a bidder to provide any information or data requested by the City in its investigation will be grounds to reject that bidder from consideration for the Work.

INSTRUCTIONS TO BIDDERS

1. Bidders must inform themselves of all the conditions under which the Work is to be performed including, but not limited to, and where applicable, the structural integrity of the building, the conditions of the ground, building codes. No extra compensation will be given to any bidder who fails to apprise themselves of the conditions under which the Work is to be performed.

2. All changes requested by a bidder to the Contract must be submitted with their Bid Proposal.

3. Bidders shall be responsible, at their own expense, for all permits, business licenses and other licenses which may be required to complete the Work and required by local, county, state or federal government.

4. All bidders are prohibited from making any contact with the City Mayor, Alderman, or any other official or employee of the City (collectively, “Municipal Personnel”) with regard to the Project, other than in the manner and to the person(s) designated herein. The City of Prospect Heights City Administrator reserves the right to disqualify any bidder that is found to have contacted Municipal Personnel in any manner with regard to the Project. Additionally, if the Prospect Heights City Administrator determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the State’s Attorney for review and prosecution.

RESERVATION OF RIGHTS

The City reserves the following rights regarding the bidding process:

1. The right to accept the Bid Proposal that is, in the City's sole judgment, the best and most favorable to the interests of the City and the public.
2. To reject the lowest bidder.
3. The City reserves the right, in its sole discretion, to waive any and all informalities or failure to comply with the requirements of the Request for Proposal when it may deem such waiver to be in the best interest of the City. The City reserves the right, to reject any or all proposals, or any part thereof, for any reason.
4. To accept any item or any portion in any Bid Proposal from any bidder.
5. To accept and incorporate corrections, clarifications or modifications following the Bid Due Date when doing so would not, in the City's opinion, prejudice the procurement process or create any improper advantage to any bidder.
6. To waive irregularities and informalities in the procurement process or in any Bid Proposal; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and bidders shall not rely upon, or anticipate, such waivers in submitting their Bid Proposal.
7. To disqualify any bidder that is found to have contacted the City's personnel in any manner with regard to the Work.
8. The right to approve or disapprove of any or all subcontractors, or insist on no subcontractors, in connection with any Bid Proposal.
9. Reject any subcontractor from working on the Work if they are not listed in the Bid Proposal.
10. The City shall hold the Bid Security from the two (2) lowest bidders until the Contract is signed for the Work.
11. Disqualify any bidder who requests changes to the Contract when such changes were not submitted with their Bid Proposal.

SCHEDULE OF PRICES (cont.)

Item No.	Item Description	Units	Unit Cost	Estimated Quantity	Extended Cost
a	Towing of passenger vehicle, motorcycle, or trucks with GVWR not more than 8,000 Ibs., within 10 miles of the City.	each		200	
b	Required flatbed tow of passenger vehicle, motorcycle, or trucks with GVWR not more than 8,000 Ibs., within 10 miles of the City.(in lieu of standard tow fee, not added to)	each		10	
c	Winching charge (fee for winching only not including tow)	per foot		10	
d	Towing of trucks with GVWR from 8001 Ibs. To 12,000Ibs.within 10 miles of the City.	each		0-3	
e	Towing of trucks with GVWR from 12,001 Ibs. To 36,000Ibs.within 10 miles of the City.	each		0-3	
f	Towing of trucks with GVWR from 36,001 Ibs. To 55,000Ibs.within 10 miles of the City.	each		0-3	
g	Towing of trucks with GVWR in excess of 55,000Ibs.within 10 miles of the City.	each		0-3	
h	Vehicle Storage Motorcycles	per 24 hr		0-3	
i	Vehicle Storage Passenger cars and light trucks	per 24 hr		5-10	
j	Vehicle Storage Trucks +8000 - 40,000 Ibs	per 24 hr		0-3	
k	Vehicle Storage Trucks 40,001 - 80,000 Ibs	per 24 hr		0-3	
l	Per mile rate for vehicles towed at owner's request to a place other than Contractor's place of business.	per mile		10	
m	Up righting of of passenger vehicle or truck with GVWR not more than 8,000 Ibs	each		0-3	
n	Up righting of an overturned vehicle - over 8,000 GVWR to 12,000 GVWR - uncontained load	per hour		0-3	
o	Up righting of an overturned vehicle - over 8,000 GVWR to 12,000 GVWR - contained load	per hour		0-3	
p	Up righting of an overturned vehicle - from 12,001 - 36,000 Ibs - uncontained load	per hour		0-3	
q	Up righting of an overturned vehicle - from 12,001 - 36,000 Ibs - contained load	per hour		0-3	
r	Up righting of an overturned vehicle - from 36,001 - 55,000 GVWR - uncontained load	per hour		0-3	
s	Up righting of an overturned vehicle - from 36,001 - 55,000 GVWR - contained load	per hour		0-3	
t	Up righting of an overturned vehicle - in excess of 55,000 GVWR - uncontained load	per hour		0-3	
u	Up righting of an overturned vehicle - in excess of 55,000 GVWR - contained load	per hour		0-3	
v	Road Service: out of gas, jump start. No Tow Required.	each		10	
w	Vehicle Immobilization	each		0	
	Total Cost				

SCHEDULE OF PRICES (cont.)

Asset Seizure Storage Space. The contractor agrees to provide ___________________ City at no cost for purposes of asset seizure property storage.

Detachable Low Boy. Are you capable of providing detachable lowboy trailer service?

If yes, please attach to your bid, your equipment specifications

Contract Term: The contract shall commence upon execution thereof by the successful bidder and have a term of three (3) years. The City reserves the right to renew the contract for up to two (2) additional one (1) year periods, at the same pricing, and pursuant to the same terms and conditions as the original contract upon mutual written agreement.

SCHEDULE OF PRICES (cont.)

SUBCONTRACTOR LISTING

Bidder, to employ the following listed subcontractors for the following enumerated classes of work and is not to alter or add to such list without the written consent of the City.

	SUBCONTRACTOR	CLASS OF WORK
1.	______________________	______________________
2.	______________________	______________________
3.	______________________	______________________
4.	______________________	______________________

ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement of receipt of Addenda(s)______________________(list each addendum number)

Attach each signed addendum, if any, to the bid packet as part of your submittal.

CONTRACTOR SIGNATURE and CONTACT INFORMATION

____
Date

____
Phone

____
Legal Entity

____
E-mail

____
(Sign here)

____
(Print Name)

REFERENCE LIST

Contact Name: ____

Municipality/Business:____

Dates Employed:______________________to______________________

Phone Number and E-mail address: ______________________________________

Contact Name: ____

Municipality/Business:____

Dates Employed:______________________to______________________

Phone Number and E-mail address: ______________________________________

Contact Name: ____

Municipality/Business:____

Dates Employed:______________________to______________________

Phone Number and E-mail address: ______________________________________

Contact Name: ____

Municipality/Business:____

Dates Employed:______________________to______________________

Phone Number and E-mail address: ______________________________________

DESCRIPTION OF THE WORK

The work services, equipment, labor and/or materials below shall be collectively referred to as the “Work”:

A. GENERAL INSTRUCTIONS

1. INTENT:

It is the intent of the City of Prospect Heights to establish a contract with a Bidder to provide Towing Services and Vehicle Storage for the Prospect Heights Police Department for a three-year period.

2. SCOPE:

To provide Towing Services, Vehicle Relocation and Vehicle Storage on an as required basis for vehicles as determined by the City of Prospect Heights Police Department, twenty-four hours a day, seven days a week. The City of Prospect Heights Police Department shall request service when required. Vehicles are to be towed to the towing company's storage area and shall be held until claimed by the vehicle owner. Towing and storage costs are the responsibility and obligation of the vehicle owner. All transactions shall be between the vehicle owner and the Contractor.

3. INTERRUPTED SERVICE:

After an interruption caused by severe inclement weather or other disaster, the Contractor must be prepared to complete the work without unnecessary delays.

B. RESPONSIBILITIES OF CONTRACTOR

1. VEHICLES, EQUIPMENT AND SUPPLIES:

The Contractor shall provide sufficient tow trucks, equipment and supplies for the operation of the tow service to adequately handle the volume and variety of anticipated calls at the time of bid submission. The bidder must be equipped to provide towing service within the City of Prospect Heights and shall provide a minimum of four tow trucks fully equipped with a four ton or greater capacity winch, one of which shall have a twenty-five ton or greater capacity. One additional truck capable of carrying a full-size passenger vehicle on its bed shall be provided. The bidder must have tow trucks with a two-way radio system or mobile phones with 24-hour dispatching.

Contractor shall provide with the Bid documents and on an annual basis, a list of all vehicles and equipment to be used to complete the work described in the Bid documents.

2. STORAGE FACILITY:

The Contractor must provide a fenced, lighted storage area that must provide adequate security. This must include a monitoring system, or an electronic alarm monitoring system, with 24/7 monitoring and adequate security fencing. The Contractor should be responsible and is liable for the safekeeping of vehicles towed and for items left stored in the vehicles. Storage shall be sufficient to store 80 passenger cars or equivalent, including storage for motorcycles and light trucks.

The storage lot must be located not more than a maximum of five (5) miles outside of the geographical boundaries of the City of Prospect Heights. The Contractor must have a business office at the location of the storage facility suitable for conducting business with customers. Customer's records must be retained electronically or manually on-site in this office. The Contractor must have a telephone answering machine or voice mail, to receive customer phone calls when the business office is vacant and for calls received outside of normal business hours

Bidder shall include location of lot(s) with their Bid.

3. PERSONNEL:

The Contractor shall staff their vehicle storage facility with qualified staff, during normal business hours for the purpose of vehicle release. The Contractor's drivers, office and dispatching staff must provide services in a polite and courteous manner and as a contractor for, and therefore a representative of the City, the contractor and all contractor employees shall display appropriate courtesy and demeanor in any dealings with citizens and/or City employees regarding the performance of this contract. The Contractor must accept responsibility for all damages incurred while moving vehicles.

The Contractor shall have available sufficiently trained and qualified personnel for the operation of the required tow trucks, office and dispatching staff.

Background checks will be required for all staff that perform work on this project. The Contractor will coordinate background checks. Results will be submitted to the City for record. Photo ID’s, and uniforms with company logo will be provided for each employee. No personnel will be able to perform work without first completing the aforementioned security process.

4. VEHICLE RELEASE:

Normal business hours for the storage facility should be at a minimum 8:00 a.m. to 5:00 p.m., Monday through Friday, and 8 a.m. to noon, Saturday excluding holidays. All vehicles shall be released according to Police Department policy. Contractor shall provide an answering machine or equivalent to receive messages from individuals revealing their intentions to claim a vehicle. Contractor shall accept all major credit cards for charges up to $500.00.

a. The contractor shall maintain complete records and a system of releasing vehicles, which assures vehicles, are released only to the rightful owner or authorized person. All records involving towing at the request of the City shall be open to the City of Prospect Heights Police Department for inspection during normal business hours or at such time as there is an existing dispute concerning the amount or validity of any towing or storage charges. Upon request, these tow receipts shall be tendered to the Police Department Staff Support Commander for the vehicles towed by the contractor for the City. For every vehicle towed by the contractor for the City, the contractor shall generate a tow receipt, which will include at a minimum, the following information:

1. Date and time towed.
2. Location towed from.
3. Vehicle description, including license plate number and state.
4. Tow driver's name.
5. Police case number.

6. Reason towed, i.e., accident, arrest, abandoned, or other.

7. Date and time released.

8. Total itemized charges.

b. Vehicles which have been towed as a result of a traffic crash will be made available for viewing and or inspection by the owner of the vehicle, a designated representative of the owner, or the owner's insurance company.

c. The owner of a vehicle, or a designated representative, will be allowed to inspect and remove personal belongings contained within the vehicle, but only those belongings that are not attached to the vehicle.

d. Receipts for all tows made at the request of the Police Department must be kept separate and apart from other receipts and be made available immediately upon request of the Chief of Police or his designee.

5. AVAILABILITY and RESPONSE

The Contractor will ensure requests for service will be responded to promptly and with the appropriate equipment, at the requested location, within twenty (20) minutes from the time the call was placed in no less than 95% of all such calls. If the Contractor is unable to respond within the twenty (20) minutes from the time they are contacted, the police dispatcher shall be immediately notified by the Contractor. It is expected that response times will be less when personnel are on duty. Priority shall be given to police requests for tows. The vendor shall maintain two-way radio communication with a base located at the point where calls for service are received, not to include citizens band radio.

6. LICENSE

The Contractor selected shall possess a valid Illinois towing license and relocators license. The Contractor shall ensure that each piece of equipment specified for use to provide the services proposed is equipped and used in compliance with the provisions of Chapter 625 of the Illinois Compiled Statutes and all other licensing and regulatory requirements of the State of Illinois. The Vendor shall make each piece of equipment available for inspection at the request of the City. All drivers employed by the Contractor shall be properly licensed to drive vehicles assigned to them.

7. CITY VEHICLES

There will be no charge of any kind for providing towing service and / or service calls to disabled City owned or leased vehicles, including vehicles with a Gross Vehicle Weight Rating (GVWR) of up to 65,000 lbs, within a 15-mile radius of the City limits. Such calls may include, but are not limited to, the changing of flat tires and jumpstarting of stalled vehicles. Service for City owned vehicles are expected to be furnished on a twenty-four (24) hour a day basis. Tows in excess of 15 miles will be invoiced at the per mile rate listed as item l. in the Schedule of Price

C. ABANDONED VEHICLES and ADMINISTRATIVE TOW FEE PROGRAM VEHICLES

The Police Department may authorize the removal of abandoned or junk vehicles from public and private property. The Police Department will also impound vehicles pursuant to the administrative tow fee program. There will be no charge made to the City for removing and storage of these vehicles. No Vehicles towed under the administrative tow program shall be released without proper authorization from the Chief of Police or his designee. the City reserves the right to update or modify Form A or use a similar web-based form. The Contractor may, at the City's discretion, recoup certain expenses at a later date by disposing of eligible vehicles, pursuant to Section 4-201 through 4-214 of the Illinois Vehicle Code (625 ILCS 5/4-201 through 4- 214) and the applicable provisions of the City of Prospect Heights Municipal Code, provided however, that the Contractor shall have first mailed all notices required there-under by Certified Mail, Return Receipt Requested and forwarded copies of these notices to the Police Department. If the City chooses to dispose of the Vehicles the contractor may be compensated for the initial cost of the tow with no compensation for storage fees.

On the first business day of each month the towing company will submit an electronic report of all activities performed with the City of Prospect Heights Police Department for all vehicles that were authorized to be towed by the City of Prospect Heights Police Department, giving the number and status of vehicles in custody or control, the respective Police Department complaint number, and any other information which may be required by the Chief of Police. The Police Department will conduct a Secretary of State (SOS) search, tow report and final review of all paper work that is relevant to the disposal of eligible vehicles. Written approval must be received from the Police Department before any vehicle is disposed of. The Contractor will be responsible for other functions related to the process of re-titling any such vehicle. Abandoned vehicles shall be picked up during normal business hours, seven days a week, unless vehicle is a hazard; in such case, response time shall be as detailed in Section 5 Availability and Response

Vehicles towed in accordance with the administrative tow program will be released without charge if ordered by the Tow Administrator or his designee, based on an Administrative Hearing.

D. EVIDENCE IMPOUNDS

A vehicle that is towed at the request of the City and is required by the City either on the date of the tow or at any time thereafter, to be held as evidence shall be identified as an Evidence Tow. Such Evidence Tow will cease to accrue storage fees otherwise required under this agreement after the first ten (10) days following the date of the tow. Any Evidence Tow held in excess of thirty (30) days shall be subject to a $100.00 extended hold fee in addition to the customary towing charge. Upon notification by the City to the owner of the vehicle and to the Contractor that the vehicle is no longer an Evidence Tow and is eligible for release, the storage fees otherwise applicable in these specifications shall commence to accrue 24 hours after said notifications. The vehicle may then be claimed by the owner or be subject to disposal as otherwise provided in these specifications.

E. INVESTIGATIVE TOWS

Vehicles towed at the request of the Police Department based on a need to recover evidence or conduct further investigation shall be considered an investigative tow and as such will not be subject to a towing or storage charge. The vehicle may be released directly to the owner at the discretion of the supervisor in charge of the investigation. The contractor shall be notified when a vehicle is an investigative tow.

F. VEHICLE IMMOBILIZATION

The contractor shall provide vehicle immobilization services upon request following the availability and response times outlined within this agreement. The Police Department shall provide the vehicle immobilization devices, and the contractor agrees to train employees following the recommended placement and removal instructions and guidelines set by the manufacturer. The noted contractor rates for service are a onetime fee per vehicle and shall include the placement and subsequent removal of the immobilization device. The vehicle immobilization fee shall be invoiced to the City. Upon request, the contractor shall also provide for the towing and impounding of any vehicles immobilized.

The noted contractor rates for a vehicle towing along with storage rates will apply. There will be no charge made to the City for the removing and storage of immobilized vehicles. The contractor may at the City's discretion, recoup certain expenses at a later date by disposing of eligible vehicles, pursuant to 625 ILCS 5/4-201 through 4-214 of the Illinois Vehicle Code and any applicable provisions of the Prospect Heights Municipal Code. If the City chooses to dispose of the vehicles the contractor may be compensated for the initial cost of the tow with no compensation for impoundment or storage fees.

G. ASSET SEIZURE:

Some property towed at the request of the Police Department shall be for the purposes of an asset seizure and shall be considered a seizure tow and as such will not be subject to a towing or storage charge. The contractor shall store the property for up to one (1) year and provide the amount of space listed in the Schedule of Prices to the City at no cost. The vehicle will be released directly to the Police Department.

H. TRIAL PERIOD:

In the event the successful Bidder has not in the past performed towing services for the City, a purchase order will be issued for a trial period of four (4) to six (6) weeks prior to the award of the contract in order for the City of Prospect Heights to evaluate their services.

I. HISTORY:

Total number of tows performed for The City of Prospect Heights, during the period of 01/01/2017 to 12/31/2017 was approximately 225.

Total number of asset seizures for The City of Prospect Heights, for the past three years has averaged between 3 and 5 vehicles.

This data is provided for informational purposes only. The City does not guarantee the contractor will experience any specific number of tows during the term of this contract.

Prospect Heights Police Department
Vehicle Seizure Bond Payment

Date/Time of Seizure:____________________________Report Number:________________________LEADS#:________________________

Cancelled By CDC Operator#:____________________________Location:____

Make:________________________________Model:________________________________Year:_______________Color:_______________

License Plate #:____________________________________State:________________________Month/Year:__________________________

Name:____

Address:____City:______________________________State:________ZIP:___________

CONDUCT PROHIBITED
I understand that the above described vehicle has been seized by the Prospect Heights Police Department for its alleged use in the violation of:

____ Driving while a driver's license, permit, or privilege to operate a motor vehicle is suspended or revoked pursuant to Section 6-303 of Illinois Vehicle Code (625 ILCS *5/6-303 or similar local ordinance);* except that vehicles shall not be subjected to seizure or impoundment if the suspension is for an unpaid citation (parking or moving) or due to failure to comply with emission testing; or

____ Operation or use of a motor vehicle with no valid driver's license, permit, or expired driver's license greater than one year in violation of Section 6-101 of the Illinois Vehicle Code (625 ILCS 5/6-101 *or similar local ordinance*), or operating a motor vehicle without ever having been issued a driver's license or permit due to a person's age; or

____ Driving under the influence of alcohol, another drug or drugs, an intoxicating compound or compounds. or any combination thereof, in violation Section J 1-501 of the Illinois Vehicle Code C625 ILCS 5/11-501 *or similar local ordinance*); or

____ Operation or use of a motor vehicle in the commission of, or in the attempt to commit. a felony or in violation of the Illinois Cannabis Control Act (720 ILC *55011* et seq.); or

____ Operation or use of a motor vehicle in the commission of. or in the attempt to commit an offense in violation of the Illinois Controlled Substances Act (720 ILCS5701100 et seq.); or

____ Operation or use of a motor vehicle in the commission at or in the attempt to commit, an offense for which a motor vehicle may be seized and forfeited pursuant to Section 36-1 of the Illinois Criminal Code 0[2012 (720 ILCS 5/36-1); or

____ Operation or use of a motor vehicle in the commission of, or in the attempt to commit, an offense in violation of Section 24-1,24-1.5, or 24-3 .1 of the Illinois Criminal Code of 1961 or the Illinois Criminal Code 0[2012 (720 ILCS 5/24-1 (Unlawful Use of a Weapon); 24-1.5 (Reckless Discharge of a Weapon), 24-3.1 (Unlawful Possession of Firearms & Ammunition); or

____ Operation or use of a motor vehicle while soliciting, possessing, or attempting to solicit or possess cannabis or a controlled substance, as defined by the Illinois Cannabis Control Act (720 ILCS 55011 et seq.) or the Illinois Controlled Substances Act (720 ILCS 57011 00 et seq.); or

____ Operation or use of a motor vehicle by a person against whom a warrant has been issued by a circuit clerk in Illinois for failing to answer charges that the driver violated Section 6-101, 6-303, or 11-501 of the Illinois Vehicle Code (720 ILCS 5/6-101, 6-303, or 11-501; or

____ Operation or use of a motor vehicle in the commission of, or in the attempt to commit, an offense in violation of Article 16 (Theft) or 16A (Retail Theft) of the Illinois Criminal Code of 1961 or the Illinois Criminal Code of2012 (720 ILCS 5/16 or 16A); or

____ Operation or use of a motor vehicle in the commission of, or in the attempt to commit, any other misdemeanor or felony offense in violation of the Illinois Criminal Code of 1961 or the Illinois Criminal Code of2012 (720 ILCS 5/1-1 et seq.)

ADMINISTRATIVE FEES
The registered owner of record of a properly impounded vehicle, or the agents(s) of said owner, shall be liable to the City for an administrative fee of $500.00. The administrative fee is in addition to any towing and storage fees charged for the towing and storage of the impounded vehicle.

ACKNOWLEDGEMENT

I understand that as the owner of record of the listed vehicle used for the above described prohibited conduct, I am civilly liable to the City of Prospect Heights for an administrative penalty of $500.00. It is also understood that I am liable to the towing agent for all towing fees.

____ I forfeit to the City of Prospect Heights $500.00 as the administrative civil penalty to cover associated costs for the violation indicated above. I voluntarily waive my rights to a probable cause hearing and final administrative hearing.

____ I am posting a bond of $500.00 and requesting an administrative hearing. I understand that the hearing will be held no later than 45 days after the date of mailing of notice of hearing.

____ I am requesting an administrative hearing and I am not posting the required bond of $500.00. I understand that the vehicle will continue to be impounded and shall incur storage fees until the bond is posted in full or a hearing is held and I am found not liable. I understand the hearing will be held during normal business hours no later than 45 days after the date of mailing of notice of hearing.

The civil penalty or posting of bond should in no way be considered as an admission of guilt to any of the charges that have been placed against me.

Date:_______________________________________Time: ________________________

(check one) Cash_________Certified Check__________Money Order __________

Owner Signature: ____

Officer Signature:______________________________________Badge Number: _________

TOWING & VEHICLE STORAGE CONTRACT

Towing & Vehicle Storage Contract (the "**Contract**") is entered between the City of Prospect Heights (hereinafter the "**City**" or "**Owner**"), an Illinois unit of government, and Hillside Auto Body & Service, Incorporated an [Illinois Corporation] (hereinafter the "**Contractor**") on this _1st day of August, 2018 (the "**Effective Date**"). The City and the Contractor are hereinafter sometimes collectively referred to as the "**Parties**" and individually as a "**Party**".

RECITALS

WHEREAS, the City has solicited bids for the Work (defined below), Contractor has submitted a bid for the Work and City has selected Contractor for the Work based on their bid; and

WHEREAS, the Contractor wishes to enter into this Contract with the City and the City wishes to enter into this Contract with the Contractor for the Work;

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the adequacy and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows:

ARTICLE I - WORK TO BE DONE BY THE CONTRACTOR

The City does hereby hire and contract with the Contractor to provide all the labor, equipment, materials and/or services described more thoroughly on Contract (the "**Work**") which is incorporated into the Contract by this reference.

ARTICLE II - CONTRACT DOCUMENTS

The following documents shall be submitted by the contractor:

Contract – Description of the Work
Contract – Schedule of Prices
Contract – Performance and Payment Bond

ARTICLE III - CONTRACT AMOUNT

The City agrees to pay the Contractor for the proper and timely performance of the Work in strict accordance with this Contract as detailed in **Contract (**the **"Schedule of Prices")** Unless explicitly provided otherwise in this Contract, the detailed sums shall be the full and exclusive compensation owed to the Contractor for the Work; and Contractor may not seek additional payments from the City.

Escalation. Written requests for price revisions after the first year period shall be submitted at least sixty (60) calendar days in advance of the annual contract period. Requests must be based upon and include: (1) documentation of the actual change in the cost of the components involved in the contract and shall not include overhead or profit, and (2) shall not exceed the CPI-All Urban Consumers Chicago, or 2.5 % whichever is less.

The City of Prospect Heights reserves the right to reject a proposed price increase and terminate the Contract.

ARTICLE IV – APPLICATION FOR PAYMENT

The Contractor shall be paid at most once a month and only after providing the City the following:

1. An executed and notarized Contractor's Sworn Statement in a form similar to AIA G702 or AIA G703;

All payments under this Contract must be approved by the City Council~~'s Board~~ at regularly scheduled meetings. The City reserves the right to request any receipts, invoices, proof of payments as the City, in its sole discretion, may deem necessary to justify the payment requested *prior* to paying the requested payment. The Contractor shall furnish with his final application for payment a Final Lien Waiver from itself and, if not already provided, from every subcontractor and materialman of the Work.

The Contractor acknowledges that the City is a unit of local government and that all payments under the Contract are subject to the Local Government Prompt Payment Act, 50 ILCS 505 *et seq*. To that extent, the City shall have forty-five calendar (45) days from receipt of a bill or invoice to pay the same before it is considered late under the Contract. Interest, if any, charged for any late payments will be subject to the interest rate caps specified in the Prompt Payment Act.

ARTICLE V – CONTRACT TIME

Term. The City will enter into a one (1) year contract with a possible two (2) year extensions from the date of award. At the end of any contract term, The City of Prospect Heights reserves the right to extend this contract for a period of up to sixty (60) calendar days for the purpose of securing a new contract.

Termination of Contract. The Contract may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under the Contract through no fault of the terminating party; or the City may terminate the Contract, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than thirty (30) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination.

ARTICLE VI – PERFORMANCE and PAYMENT BOND

The Contractor shall provide the City with a performance and payment bond in substantially the same form as on **Contract** (the "**Performance and Payment Bond**") prior to Contractor beginning any Work and within 10 calendar days of the Notice of Award sent to the Contractor.

ARTICLE VII – ACCIDENT PREVENTION

The Contractor shall exercise every precaution at all times to protect itself, the property of the City and the property of others. The safety provision of all applicable laws and ordinances shall be strictly observed by the Contractor at all times. Any practice deemed hazardous or dangerous by the Police Chief or his authorized representatives shall be immediately discontinued by the Contractor upon receipt of instructions from the Police Chief or his authorized representatives. To the fullest extent permitted by law, the Contractor shall be solely responsible for all safety-related matters.

ARTICLE VIII – INDEMNIFICATION

~~To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the City, by reason of personal injury, including bodily injury and death, and/or property damage, whether damage to property of the City or of a third party, including loss of use thereof, which arises out of or is in any way connected or associated with the Contract and the Work.~~The Contractor shall indemnify, defend and save harmless the City, its officers, agents, and employees, representatives and assigns, from lawsuits, actions, costs (including but not limited to attorneys' fees and expert witness fees), claims or liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the City and the Contractor, brought because of any injuries or damages received or sustained by any person, persons, or property on account of negligent act or omission or any willful misconduct of said Contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the City, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Contractor shall be solely liable for all costs of such defense and for all reasonable expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities. The obligations set forth in this section shall be deemed to survive the expiration, conclusion, or earlier termination of this contract.

ARTICLE IX – INSURANCE

A. LIMITS OF INSURANCE – For the entire duration of this Contract, Contractor shall maintain insurance against claims for injuries to persons or damages to property which may arise in connection with the performance of the Work as follows:

1. **Commercial General Liability Insurance –** The Contractor shall maintain commercial general liability insurance on an “occurrence basis” with limits of liability not less than $3,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the followings: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Board Form General Liability Extensions or Equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions; and (F) Per contract aggregate. All general liability coverage shall be provided on an occurrence policy form, claims-made general liability policies will not be accepted.
2. **Motor Vehicle Liability Insurance –** The Contractor shall maintain motor vehicle liability insurance with limits of liability of not less than $3,000,000 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
3. **Workers Compensation –** The Contractor shall maintain workers compensation insurance as required by the Labor Code up to the statutory limits and employer’s liability limits of $500,000 per accident.

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B. REQUIREMENTS FOR ALL INSURANCE – All insurance required under this Article IX shall be placed with an insurance carrier licensed and admitted to do business in the State of Illinois with an A.M. Best Ratings of at least A- and size of VII. Further, all insurance required under this Article IX shall name the Prospect Heights Park District, the City of Prospect Heights, its elected and appointed officials, agents, employees and volunteers as an additional insured and shall contain a Severability of Interests/Cross Liability clause stating that the Contractor’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

C. SELF INSURANCE DEDUCTIBLES - Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the City, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. PRIMARY COVERAGE AND NO CONTRIBUTION – All insurance provided by the Contractor under this Article IX shall be primary insurance with respect to any other insurance or self-insurance afforded to the City. Any insurance or self-insurance maintained by the City, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it. This primary, non- contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13.

~~**E. INDEMNIFICATION AND KOTECKI CAP WAIVER** – To the fullest extent permitted by law the Contractor shall indemnify, defend and hold the City, and its elected and appointed officers, directors, members, employees, agents, and representatives, harmless from all claims and suits for damages arising from personal injuries, including death to persons or damage to property and from all expenses for defending such claim or suit, including court costs and reasonable attorney's fees, arising out of the acts, omission or negligence of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they may be liable. The Contractor shall have no duty to indemnify the City hereunder against claims arising as a result of the City's sole negligence. To the maximum extent permitted by law, in claims against any person or entity indemnified under this section by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they may be liable, the indemnification obligations under this section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under any workers' compensation acts, disability benefit acts or other employee benefit acts.~~

~~**F.**~~**E. INSURANCE OF SUBCONTRACTORS –** The City reserves the right to require all major subcontractors, as determined by the City in its sole discretion, to carry the same insurance outlined in this Article IX. All contracts with any subcontractor must include a provision that the subcontractor waive its Kotecki Cap limits.

~~**G.**~~**F. CANCELLATION CLAUSE WITHIN INSURANCE** – All insurance required under this Article IX will provide that the City receive at least thirty (30) calendar days notice prior to any modification, cancellation, suspension or expiration of the policy.

~~**H.**~~**G. CERTIFICATES OF INSURANCE –** The Contractor, and any applicable subcontractor, must provide to the City certificates of insurance providing for all the insurance required by this Article IX *prior* to the Contractor, and any applicable subcontractor, performing any of the Work. Notwithstanding, the City reserves the right to request fully certified copies of all insurance policies and endorsements. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the City named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 or CG 2026.

~~**I.**~~**H. RETENTION OF PAYMENTS –** The Contractor and the City agree that the City may withhold payments due to the Contractor by virtue of this Contract if, in the City's sole discretion, such amounts are necessary to protect the City from any loss from any claim, suit, loss, or judgment until such claim, suit, loss, or judgment has been settled or discharged to the satisfaction of the City.

ARTICLE X – CERTIFICATE OF AUTHORITY AND SURETY CERTIFICATE

The Contractor shall furnish the City with a current Certificate of Authority or Surety Certificate issued by the Illinois Department of Insurance for the bonding company and insurance company they are using. In lieu of a Certificate of Authority of Surety Certificate, the Contractor may provide certificate of good standing from the Illinois Department of Insurance's website.

ARTICLE XI – COPYRIGHTS AND LICENSES

The Contractor agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Contractor and the Contractor's consultants in connection with the Work (collectively, the "**Documents**") or otherwise pursuant to this Contract and all rights therein (including trademarks, trade names, rights or use, copyrights and/or other proprietary rights) shall be and remain the sole property of the City (regardless of whether the City or the Contractor terminates this Contract for any reason whatsoever). The Contractor hereby agrees that the Documents are or shall be deemed to be "Works for Hire" within the meaning of Section 101 of the Copyright Act, and the Contractor hereby assigns to the City all right, title and interest therein. Notwithstanding, the Contractor shall indemnify and hold harmless the City, its appointed and elected officials, employees, agents and volunteers from and against all claims, damages, losses, and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the Documents and the Work.

ARTICLE XII – NOTICE

All notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder (a "**Notice**") shall be in writing and shall be deemed effective three (3) business days after mailing if mailed by certified mail with return receipt requested and immediately if served personally, and shall be addressed to the following:

IF TO THE CITY:

City of Prospect Heights
Al Steffen
asteffen@prospect-Heights.org,
ATTN: Police Chief

8 N Elmhurst Road,
Prospect Heights,
Illinois 60070

IF TO THE CONTRACTOR:

Hillside Auto Body & Services, Inc.
120 W. University Drive
Arlington Heights, IL 60004
Cbalek@hillsidetowing.net

ATTN:__Mark Balek/Colleen Balek________________

ARTICLE XIII – CHANGE ORDERS

If the City requests any change to the Work the City shall do so by delivering Notice of the same to the Contractor and the change requested by the City shall be effective upon receipt of the Notice by the Contractor. The Contractor may propose a change to the Work by delivering Notice of the proposed change along with a description of the changes full effect on the Work to the City; provided, such requested change shall not be deemed accepted until the City has delivered to the Contractor Notice of the same. Prior to approving a proposed change to the Work by the Contractor, the City may request such additional documentation as it deems necessary to investigate the proposed change. The Contractor shall be responsible for informing all its employees and subcontractors of any changes to the Work, whether such change is requested by the Contractor or the City.

ARTICLE XIV – NOTICE OF STARTING WORK

The Contractor shall provide Notice to the City prior to the Contractor, or its employees or subcontractors, starting the Work or any phase of the Work.

ARTICLE XV – SEQUENCE OF THE WORK

The Police Chief shall have the power to direct the order and sequence of the Work. On any major portion of the Work, all accessories shall be set coincident with the main construction. Payment for major portions of the Work may be withheld until proper completion of accessories.

ARTICLE XVI – SUPERVISION

The Police Chief shall have override power to superintend and direct the Work, and the Contractor shall perform all of the Work herein specified to the satisfaction, approval and acceptance of the Police Chief. The Contractor shall have at all times a competent foreman or superintendent at the Work's site, who shall have full authority to act for the Contractor and to receive and execute orders from the Police Chief, and any instructions given to such superintendent or person, executing work for the Contractor, shall be binding on the Contractor as though it was personally given to the Contractor.

ARTICLE XVII – STANDARD OF WORK AND WORKERS

The Contractor shall employ competent staff and shall discharge, at the request of the Police Chief, any incompetent, unfaithful, abusive or disorderly workers in its employ. Where experts or skilled workers must be employed, only expert or skilled workers shall be employed.

ARTICLE XVIII – CONDITIONS OF THE WORK SITE

The Contractor shall provide and maintain such sanitary accommodations for the use of its employees as may be necessary to comply with the State and local Board of Health requirements. Public nuisances will not be permitted. The Contractor shall leave said Work's site(s) in the best possible condition to the complete satisfaction of the Police Chief. No vehicles of any kind shall be placed, parked, or operated upon any grass areas at any time except as authorized by the Police Chief or his authorized representative. Further, the Contractor shall exercise every precaution for the protection of all persons and all property. The safety provisions of all- applicable laws and ordinances shall be strictly observed. Any practice hazardous in the opinion of the Police Chief or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the Police Chief or his authorized representative. To the maximum extent permitted by law, the Contractor shall be responsible for all safety-related matters.

ARTICLE XIX – WARRANTY PERIOD

All material and workmanship shall be warranted and guaranteed according to manufacturer's recommendation after inspection and approval by the Police Chief or his designated representative. All work performed by the Contractor shall be warranted by the Contractor following completion and final acceptance of the Work for a period of twelve (12) months from the date of final, and not substantial, completion.

ARTICLE XX – ACCIDENTS

In the event of any accident of any kind that involves the general public or property of the City or a third party, the Contractor shall immediately notify the Police Chief by phone as well as provide Notice of the same. The Notice shall include a full accounting of all details of the accident. The Contractor shall furnish the City with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

ARTICLE XXI – NO ASSIGNMENT

If the Contractor sublets or assigns any part of the Work, then the Contractor shall not under any circumstances be relieved of its liabilities hereunder. All transactions of the City shall be with the Contractor. Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of this Contract to any person, firm or corporation without written consent of the Police Chief or his authorized representative.

ARTICLE XXII – DEFAULT

The following shall constitute a default an "**Event of Default**" by the Contractor under this Contract:

A. If the Contractor shall fail to strictly observe or perform one or more of the terms, conditions, covenants and agreements of this Contract;

B. If there shall be placed on any property owned by the City any mechanics', materialmens' or suppliers' lien;

C. If there shall be instituted any proceeding against the Contractor seeking liquidation, dissolution or similar relief and the same shall not be dismissed within forty-five (45) calendar days;

D. If there shall be appointed any trustee, receiver or liquidator of the Contractor and such appointment shall not have been vacated within forty-five (45) calendar days; and

E. If the Contractor fails to maintain or obtain any and all permits, licenses and the like, if any, required by the City, State or Federal governments for the Work.

Upon any Event of Default the City shall have the option of (**i**) terminating the Contract; (**ii**) pursuing any remedy available to it at law or in equity; or (**iii**) pursuing both simultaneously. In addition, upon an Event of Default, the City may withhold payments due to the Contractor until it has hired a replacement of the Contractor and deducted all costs of hiring a replacement.

ARTICLE XXIII – DELAYS

The Contractor shall not be liable in damages for delays in performance when such delay is the result of fire, flood, strike, acts of God, or by any other circumstances which are beyond the control of the Contractor; provided, however, under such circumstances the City may, at its option, cancel the Contract.

ARTICLE XXIV – COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the City of Prospect Heights. Notwithstanding the following, the Contractor shall particularly note that:

A. NO DISCRIMINATION – The Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract.

B. FREEDOM OF INFORMATION - The Contractor agrees to furnish all documentation related to the Contract, the Work and any documentation related to the City required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("**FOIA**") request within five (5) calendar days after the City issues Notice of such request to the Contractor. The Contractor agrees to defend, indemnify and hold harmless the City, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney's and witness fees, filing fees and any other expenses) for the City to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's actual or alleged violation of FOIA or the Contractor's failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the City for the same. Furthermore, should the Contractor request that the City utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

C. ILLINOIS WORKERS ON PUBLIC WORKS ACT - To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the City any supporting documentation necessary to show such compliance.

D. NOT A BLOCKED PERSON - The Contractor affirms and covenants that neither the Contractor nor any individual employed by the Contractor for this Work or under this Contract is a person forbidden from doing business with a unit of local government under Executive Order No. 13224 (Sept 23, 2001), 66 Fed.Reg. 49,079 (Sept 23, 2001) or is a person registered on the Specially Designated Nationals and Blocked Persons List. The Contractor shall indemnify the City from all costs associated with failure to comply with this paragraph.

E. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT - The Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.), and shall comply and require all subcontractors and lower tiered contractors to comply with the requirements and provisions thereof.

F. PREVAILING WAGE ACT - The City is an Illinois unit of local government and the Work hereunder is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq. Consequently, the Contract and each subcontractor shall submit monthly with their application for payment a certified payroll along with a signed statement attesting that: (**i**) such payroll is true and accurate; (**ii**) the hourly rate paid to each worker is at least equal to the prevailing wage for such work; and (**iii**) the Contractor or subcontractor is aware that filing a falsely certified payroll is a Class B Misdemeanor. Any delay in processing the payments due to a lack of certified payroll shall not be an event of default by the City and shall not excuse any delay by the Contractor who shall proceed with the Work as if no delay in payment has occurred. The Contractor and City shall agree to take any further steps not outlined above to ensure compliance with the Prevailing Wage Act. Upon two business day's Notice, the Contractor and each subcontractor shall make available to the City their records to confirm compliance with the Prevailing Wage Act. Finally, to ensure compliance with Prevailing Wage Act, the Contractor and each subcontractor shall keep for a period of not less than 5 years after the Work has been completed records of all laborers, mechanics, and other workers employed by them for the Work; the records shall include each worker's name, address, telephone number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, the starting and ending times of work each day and, when available, last four digits of the social security number. The Contractor shall provide a list of every name, address, phone number and email of every sub-contractor for the Work.

Current rates can be located on the Illinois Department of Labor website. https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx

ARTICLE XXV – NO WAIVER OF RIGHTS

A waiver by the City of any Event of Default or any term of provision of this Contract shall not be a waiver of the same Event of Default, another Event of Default or any other term or provision of this Contract.

ARTICLE XXVI – CONTROLLING LAW AND VENUE

This Contract is entered into in the State of Illinois, for work to be performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of Cook County and the Parties hereby submit to the jurisdiction of such Circuit Court. This Contract shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Contract to be drafted.

ARTICLE XXVII – MISCELLANEOUS

A. AMENDMENT – This Contract may be amended only in writing executed by both Parties.

B. NO RECORDING – This Contract, or a memorandum thereof, may not be recorded in any form by either Party. If either Party records this Contract, or a memorandum thereof, they shall immediately file a release of the same.

C. COUNTERPARTS – This Contract may be executed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.

D. SECTION HEADINGS – The headings in the Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of the Contract.

E. NO THIRD-PARTY BENEFICIARIES – This Contract does not confer any rights or benefits on any third party.

F. BINDING EFFECT – This Contract shall be binding and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors-in-interest.

G. ENTIRE AGREEMENT – This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.

H. SEVERABILITY - If any term, condition or provision of the Contract is adjudicated invalid or unenforceable, the remainder of the Contract shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.

I. TORT IMMUNITY DEFENSES - Nothing contained in this Contract is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the City under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq*.

J. CALENDAR DAYS AND TIME. Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.

RESOLUTION NO. R-18-18

A RESOLUTION AUTHORIZING THE CHICAGO EXECUTIVE AIRPORT MANAGER TO EXECUTE A REAL ESTATE CONTRACT FOR PURCHASE OF 206 INDUSTRIAL LANE, WHEELING, ILLINOIS

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

WHEREAS, Section 11-76.1-1 of the Illinois Municipal Code, 65 ILCS 5/11-76.1-1 (the "Statute"), grants the power to Illinois municipalities having a population of less than 500,000 inhabitants to purchase real property for a public purpose; and

WHEREAS, the City is the joint owner of the Chicago Executive Airport with the Village of Wheeling (the "Village") and is a party to an Intergovernmental Agreement with the Village governing the operation of the Airport and last revised on December 18, 2013; and

WHEREAS, pursuant to Section 3(A)(6) of the Intergovernmental Agreement, both City and Village approval are required before the Airport acquires additional land; and

WHEREAS, the Airport Board believes the acquisition of the Property will benefit the future development of the Airport; and

WHEREAS, the City Council finds that the City's interests will be served by the Airport's purchase of the property at 206 Industrial Lane, Wheeling, Illinois ("Property").

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

SECTION 1: The above recitals are hereby incorporated into this Resolution as if set forth verbatim.

SECTION 2: The City Council of the City of Prospect Heights approves and authorizes the Chicago Executive Airport Manager to execute the real estate contract, attached hereto as Exhibit A.

SECTION 3: That this Resolution shall take effect from and after its adoption and approval.

Passed and Approved this __ day of July, 2018

____
Nicholas J. Helmer, Mayor

Attest:

____

City Clerk

Ayes:

Nays:

Absent:

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: July 2, 2018

To: Mayor Helmer and City Council

Cc: Joe Wade, City Administrator

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

Subject: Consideration of Ordinance #O-18-26 Expansion of an Existing Special Use Permit for a Drive-Through Restaurant
1200 S. Milwaukee Ave – McDonalds

ISSUE: Consideration of an Expansion of an Existing Special Use Permit for a Drive-Through Restaurant at 1200 S. Milwaukee Ave. for McDonalds Restaurant.

BACKGROUND:

Lingle Design Group, applicant, representing McDonalds, is seeking to amend an existing special use and is proposing to expand the drive-through facility to two lanes and eliminate the approved outdoor dining area. (#O-97-22 and #O-83-12). The parking classification per code is Class #16, and based upon the definition to determine off-street parking the use would require forty-four (44) parking spaces. The proposed parking plan is compliant.

The PZBA held a public hearing on June 28, 2018 to hear ZBA Case #18-08 an application for an Expansion of an Existing Special Use Permit to eliminate the existing outdoor seating area, reduce the onsite parking and add a second drive-through lane. Joe Kirschner, Lingle Design Group and Ken Sack, Watermark Engineering, provided testimony related to traffic flow, parking, function of the drive-through lanes to provide more efficiency and improved traffic flow. No other parties provided testimony.

The PZBA raised the question regarding the number of menu boards allowed per the sign code. The sign code only allows one menu board by special use permit. It was determined that staff would proceed with the necessary text amendment to allow the additional menu boards to support the second drive-through lane. Staff will prepare the application for public hearing scheduled for July 26, 2018 PZBA regular meeting.

The PZBA unanimously voted 4-0 to recommend to the City Council approval of an Expansion of an Existing Special Use Permit to allow two drive through lanes for a drive-through restaurant in the B- General Commercial District for McDonalds, without conditions.

Staff concurs with the recommendation.

RECOMMENDATION: This is first reading and no action is required.

ORDINANCE NO. 0-18-26

AN ORDINANCE GRANTING THE EXPANSION OF AN EXISTING SPECIAL USE 1200 SOUTH MILWAUKEE AVENUE (ZBA-18-08 SU)

WHEREAS, a petition has been filed on behalf of the owners of the property described in Exhibit A attached hereto and made a part hereof for the expansion of the special use described in Section 2 of this Ordinance; and

WHEREAS, the question of granting the expansion of the special use described in Section 2 of this Ordinance was referred to the Planning Zoning Board of Appeals of the City of Prospect Heights; and

WHEREAS, said Planning Zoning Board of Appeals held a public hearing on June 28, 2018, on the question as required by law, due notice having been given of said hearing; and

WHEREAS, the purpose for the expansion of the existing special use is to permit the petitioners to operate an outdoor dining area in a B-2 Zoning District; and

WHEREAS, the said Planning Zoning Board of Appeals has made findings and recommendations, all in accordance with the laws made and provided therefor.

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 of the City of Prospect Heights hereby finds that the facts contained in the preamble to this Ordinance are true and correct and hereby adopts the same as part of this Ordinance.

Section 2. An expansion of the existing special use applicable to the property described on Exhibit A be and is hereby granted to permit the operation of dual drive-through lanes as depicted in Exhibit B in a B-2 Zoning District.

Section 3. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED and **APPROVED** this ______ day of _________2018.

____
Nicholas J. Helmer, Mayor

ATTEST:

____
City Clerk

AYES:

NAYS:

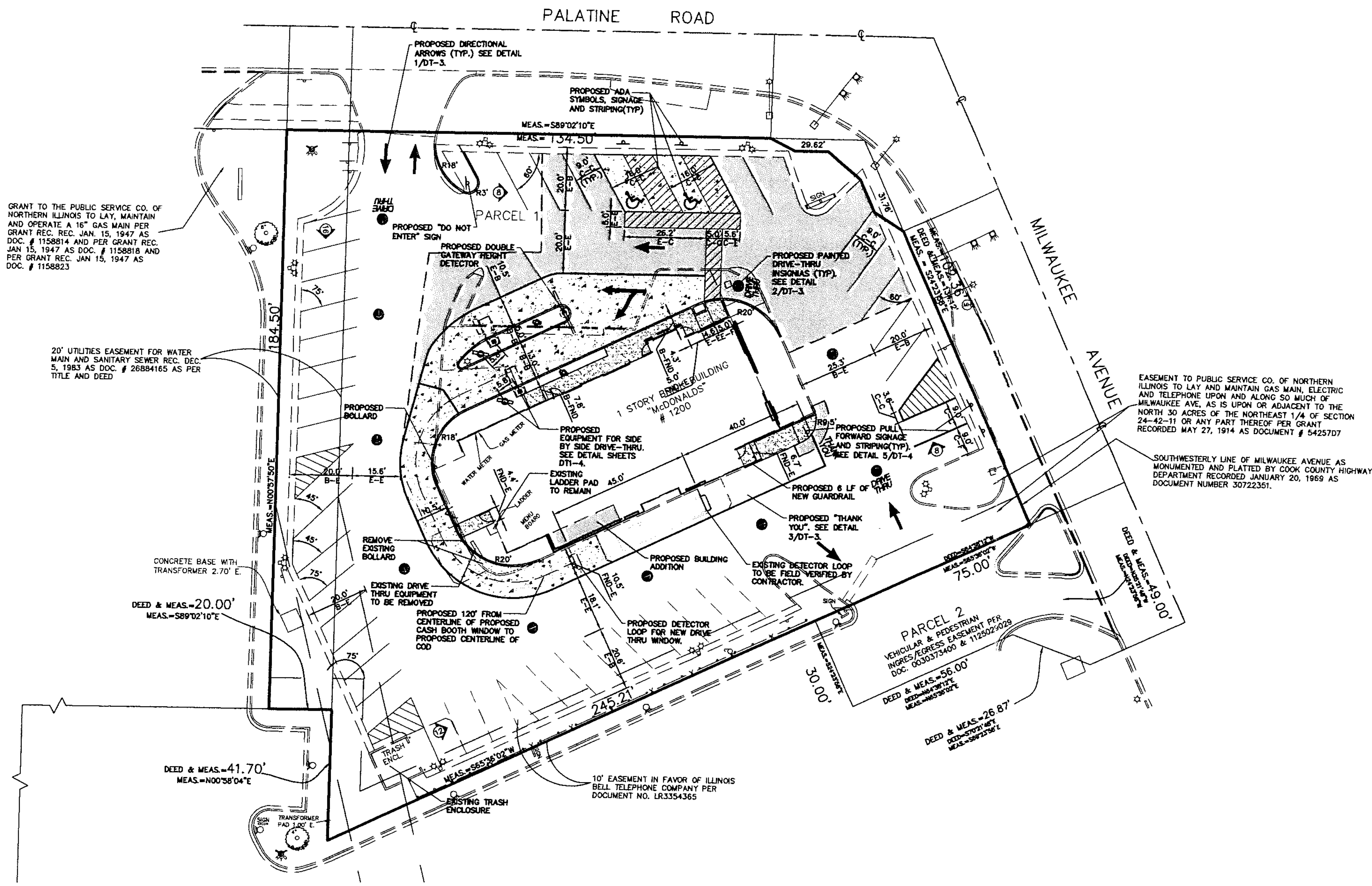
ABSENT:

Published in pamphlet form: July ______, 2018

EXHIBIT A

ALL THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE WESTERLY LINE OF MILWAUKEE AVENUE, NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, AND SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD (EXCEPT THEREFROM THAT PART THEREOF LYING SOUTHEASTERLY OF A LINE DRAWN AT RIGHT ANGLES FROM A POINT OF THE CENTERLINE OF MILWAUKEE AVENUE, WHICH IS 184.40 FEET NORTHWESTERLY OF THE INTERSECTION OF THE CENTERLINE OF MILWAUKEE AVENUE WITH SAID NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24 TO ITS INTERSECTION WITH THE SAID NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24); (ALSO,EDXCEPTING THEREFROM THAT PART LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUT 226.23 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTERLINE OF MILWAUKEE AVENUE (AS MEASURED ON A SAID NORTH LINE); THENCE NORTH, AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET); THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBVED LINE, 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD); ALSO EXCEPTING THEREFROM THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS;BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24 1107.09 FEET WEST OF THE CENTERLINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET A DISTANCE OF 215.00 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 20.00 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 185.00 FEET TO A POINT OF CURVE, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90 DEGREES AND A CHORD OF 42.43 FEET;THENCE SOUTHEASTERLY ALONG THE ARC, 47.12 FEET TO AFORESAID NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF IF THE NORTH EAST QUARTER OF SAID SECTION 24;THENCE WEST ALONG SAID NORTH LINE 50.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.(ALSO EXCEPTING THEREFROM THAT PART TAKEN FOR ROADWAY PURPOSES BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CONDEMNATION CASE O1L51259). CONTAINING 456,100 SQUARE FEET (10.4706 ACRES) OF LAND, MORE OR LESS.

PIN #03-24-200-009-0000



GENERAL NOTES:

1. THESE PLANS ARE BASED ON THE BOUNDARY AND TOPOGRAPHIC SURVEY (SURVEY PROJECT #99-17438-18 DATED 01/08/2018) PREPARED BY: GENTILE AND ASSOCIATES, INC. 550 E. ST. CHARLES PLACE, LOMBARD, ILLINOIS 60148 (630) 916-6262
2. PRIOR TO CONSTRUCTION, CONTRACTOR TO CONTACT THE DESIGN ENGINEER AND ARCHITECT TO VERIFY THAT THEY ARE WORKING FROM THE MOST CURRENT SET OF PLANS AND SPECIFICATIONS.

ON SITE PARKING DATA

PROPOSED REGULAR SPACES	42
PROPOSED ADA ACCESSIBLE SPACES	2
PROPOSED TOTAL SPACES	44
EXISTING REGULAR SPACES	47
EXISTING ADA ACCESSIBLE SPACES	3
EXISTING TOTAL SPACES	50

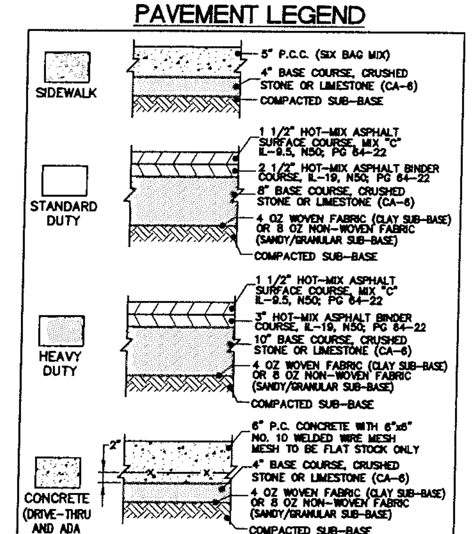
SITE DATA

LOT AREA	=	38,417 S.F. (0.88 AC.)
BUILDING AREA	=	4,342 S.F.
F.A.R.	=	0.11

SITE PLAN NOTES:

1. ALL RADIUS DIMENSIONS ARE TO BACK OF CURB.
2. SEE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
3. ALL STRIPING TO BE DOUBLE COATED 4" YELLOW PAINT UNLESS OTHERWISE NOTED.
4. WHERE PEDESTRIANS HAVE TO CROSS A TAPERING RAMP OR CURB RAMP THE FACE AND TOP OF CURB ARE TO BE PAINTED USING YELLOW, SLIP RESISTANT PAINT.

PAVEMENT LEGEND



NOTES:

1. REFERENCE I.D.O.T. STANDARD SPECIFICATIONS (LATEST EDITION) SECTION 406 FOR BINDER & SURFACE COURSES AND SECTION 351 FOR AGGREGATE BASE COURSE.
2. THE APPLICATION RATES FOR THE PRIME COAT AND TACK COAT ARE TO BE 0.30 AND 0.10 GALLONS PER SQUARE YARD, RESPECTIVELY.
3. SEE PROJECT SPECIFICATIONS FOR SUB-BASE AND BASE COURSE COMPACTION.
4. ALL CONCRETE FLATWORK TO INCLUDE A JOINTING PATTERN SUBMITTAL TO THE CONSTRUCTION MANAGER. CONTRACTOR TO STAY AS CLOSE TO 9'x9' SQUARE PANELS IN LARGE CONCRETE FLATWORK AREAS AS POSSIBLE.
5. FOR SIDEWALKS, PROVIDE TOOLED JOINTS AT 5' O.C., CONTRACTION JOINTS AT 15' O.C., EXPANSION JOINTS AT 45' O.C.
6. PROVIDE AN EXPANSION JOINT ADJACENT TO ALL STRUCTURES. THESE JOINTS SHOULD BE SEALED WITH A TOOL-FINISHED SILICONE SEALANT PER I.D.O.T. STANDARD.

DIMENSION LEGEND

F	= FACE	FNC	= FENCE
FND	= FOUNDATION	R	= RADIUS
B	= BACK	C	= CENTER
E	= EDGE	PL	= PROPERTY LINE

20 0 10 20 40 80

GEOMETRIC PLAN

NO.	REVISIONS	DATE
1	PARKING LOT STRIPING UPDATE	6/13/18

Prepared For:

McDonald's
711 Jorie Blvd., 3rd Floor
Oak Brook, IL 60523

McDONALD'S - WHEELING
1200 South Milwaukee Avenue
Wheeling, Illinois

Prepared By:

Watermark Engineering Resources LTD
2631 Ginger Woods Parkway, Suite 100 Aurora, IL 60502
phone 630-375-1600 fax 630-236-9600 www.watermark-engineering.com

CHECKED BY: J. MILLER
DESIGN BY: K. SACK
DRAWN BY: S. SIMAK
DATE: APRIL 13, 2018
SCALE: 1" = 20'
PROJECT NO.: 17-079

GEOMETRIC PLAN

C-2

LC #12-0602

Ord. #D-18-26

EXHIBIT B

Blumberg No. 5208

2018 JUN 18 AM 11:58

CITY OF PROSPECT HEIGHTS RECEIVED

J:\dwgs\17jobs\17079\17079.dwg, 17079

RECEIVED
CITY OF PROSPECT HEIGHTS

2018 MAY 25 AM 9:54

EXHIBIT 1

FOR OFFICE USE ONLY:
FEE PAID
RECEIPT # ______
DATE ______
RECV'D BY ______
CASE # ______
MEETING DATE ______

PLAN/ZONING BOARD OF APPEALS APPLICATION

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

APPLICANT: Lisa Donmeyer, Lingle Design Group

ADDRESS: 158 W. Main Street
Lena IL 61048

PHONE: Home: 815-369-9155 Work: lisadonmeyer@lingledesign.com

ADDRESS OF SUBJECT PROPERTY: McDonalds, 1200 Milwaukee Avenue

PROPERTY IS LOCATED IN THE B2 **ZONING DISTRICT.**

APPLICABLE SECTION OF ORDINANCE: 5-7-4 C

DESCRIPTION OF REQUEST: Amendment to existing SUP

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:

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

Date: 5/22/18

Lisa Donmeyer
Signature of Applicant

Digitally signed by Lisa Donmeyer
DN: cn=Lisa Donmeyer, o=Lingle Design Group, ou, email=lisadonmeyer@lingledesign.com, c=US
Date: 2018.05.22 10:55:46 -05'00'

BOUNDARY AND TOPOGRAPHIC SURVEY

BY

GENTILE AND ASSOCIATES, INC.

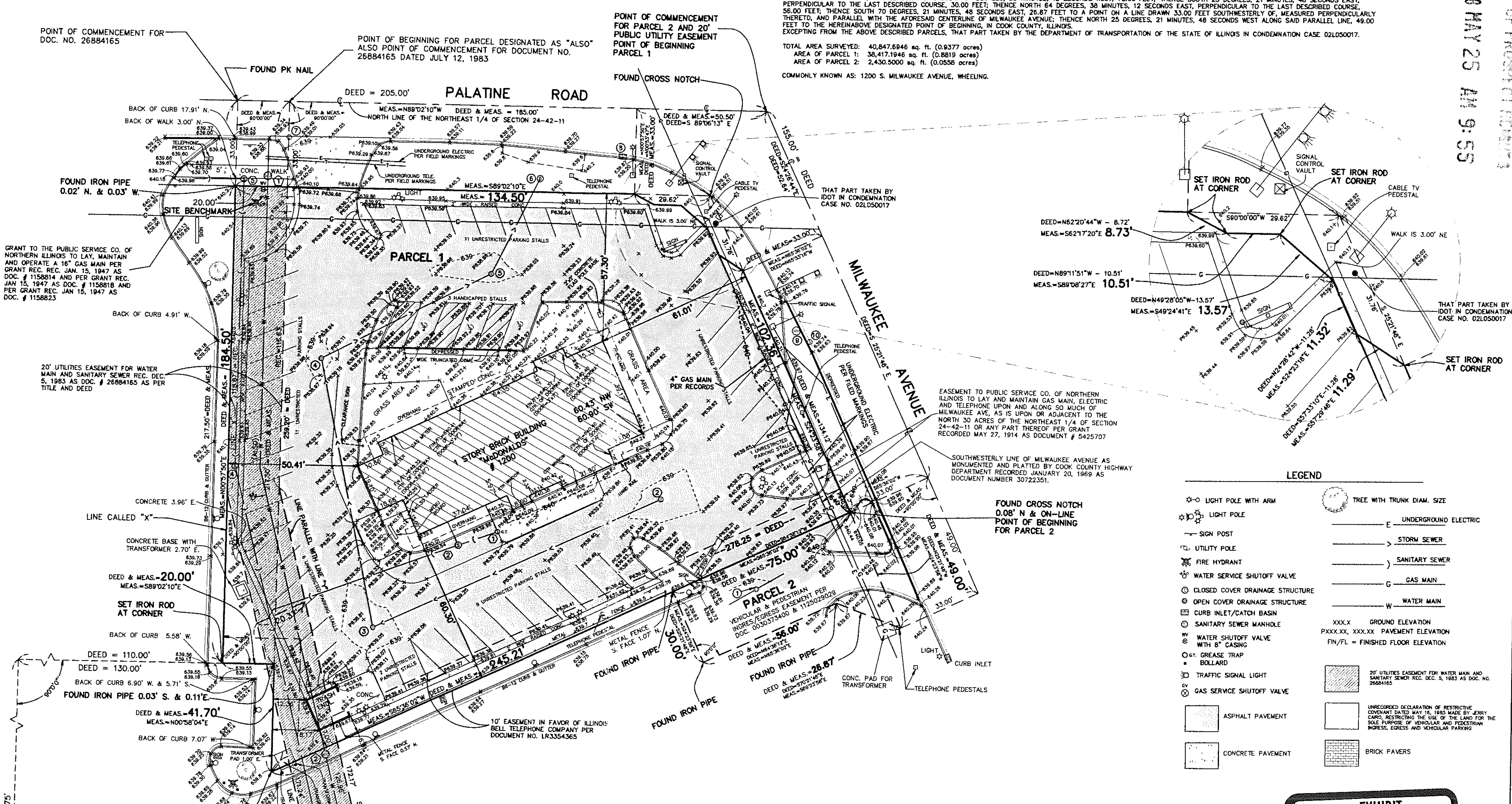
PROFESSIONAL LAND SURVEYORS

550 E. ST. CHARLES PLACE
LOMBARD, ILLINOIS 60148
PHONE : (630) 916-6262

P.I.N. 03-24-200-132-0000

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.



LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF MILWAUKEE AVENUE WITH THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE WEST ALONG SAID NORTH LINE, 185.00 FEET; THENCE SOUTH AT RIGHT ANGLES TO SAID NORTH LINE, 259.20 FEET; THENCE NORTHEASTERLY ALONG A LINE DRAWN AT RIGHT ANGLES TO THE CENTERLINE OF MILWAUKEE AVENUE THROUGH A POINT ON SAID CENTERLINE, 155.00 FEET (AS MEASURED ALONG SAID CENTERLINE) SOUTHEASTERLY OF THE INTERSECTION OF SAID CENTERLINE WITH THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 278.25 FEET TO THE CENTERLINE OF MILWAUKEE AVENUE; THENCE NORTHEASTERLY ALONG SAID CENTERLINE, 155.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO

THAT PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF MILWAUKEE AVENUE WITH THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE WEST ALONG SAID NORTH LINE, 185.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH AT RIGHT ANGLES TO SAID NORTH LINE, 217.50 FEET; THENCE WEST AT RIGHT ANGLES, 20.00 FEET; THENCE NORTH AT RIGHT ANGLES, 217.50 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 24; THENCE EAST ALONG SAID NORTH LINE, 20.00 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF MILWAUKEE AVENUE WITH THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE SOUTH 25 DEGREES, 21 MINUTES, 48 SECONDS EAST ALONG SAID CENTERLINE, 155.00 FEET; THENCE SOUTH 64 DEGREES, 38 MINUTES, 12 SECONDS WEST AT RIGHT ANGLES TO SAID CENTERLINE, 33.00 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING SOUTH 64 DEGREES, 38 MINUTES, 12 SECONDS WEST, 75.00 FEET; THENCE SOUTH 25 DEGREES, 21 MINUTES, 48 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 30.00 FEET; THENCE NORTH 64 DEGREES, 38 MINUTES, 12 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 56.00 FEET; THENCE SOUTH 70 DEGREES, 21 MINUTES, 48 SECONDS EAST, 26.87 FEET TO A POINT ON A LINE DRAWN 33.00 FEET SOUTHWESTERLY OF, MEASURED PERPENDICULARLY THERETO, AND PARALLEL WITH THE AFORESAID CENTERLINE OF MILWAUKEE AVENUE; THENCE NORTH 25 DEGREES, 21 MINUTES, 48 SECONDS WEST ALONG SAID PARALLEL LINE, 49.00 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM THE ABOVE DESCRIBED PARCELS, THAT PART TAKEN BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CONDEMNATION CASE 02L050017.

TOTAL AREA SURVEYED: 40,847.6946 sq. ft. (0.9377 acres)
AREA OF PARCEL 1: 38,417.1946 sq. ft. (0.8819 acres)
AREA OF PARCEL 2: 2,430.5000 sq. ft. (0.0558 acres)

COMMONLY KNOWN AS: 1200 S. MILWAUKEE AVENUE, WHEELING.

STORM SEWER STRUCTURES

1) CATCH BASIN
RIM = 638.72
24" CMP NE INV=632.22
24" CMP SW INV=632.22

2) INLET
RIM = 638.56
12" RCP SW INV=635.96

3) INLET
RIM = 638.77
12" RCP NW INV=635.42
12" RCP NE INV=635.42

4) INLET
RIM = 638.74
12" RCP SE INV=634.89
12" RCP NE INV=634.86

5) CATCH BASIN
RIM = 638.74
12" RCP SW INV=634.74
12" RCP NE INV=634.74

6) STORM SEWER MH
RIM = 639.93
12" RCP SW INV±632.43
SUMP±627.93

7) CATCH BASIN
RIM = 638.79

8) CURB CATCH BASIN
FLOW LINE = 639.04

9) MANHOLE
RIM = 639.59

10) CATCH BASIN
RIM = 639.59

SANITARY SEWER STRUCTURES

1) GREASE TRAP (FULL)
RIM = 639.77
4" VCP SW INV±636.77
SW INV INACCESSIBLE

2) SANITARY SEWER MH
RIM = 639.52
8" VCP SW INV±633.77
4" VCP NW INV±635.22
NE INV INACCESSIBLE

3) SANITARY SEWER MH
RIM = 640.03
8" VCP NW INV=632.78

4) SANITARY SEWER MH
RIM = 639.92
8" VCP N INV=633.36
8" VCP SE INV=633.32

5) SANITARY SEWER MH
RIM = 639.97
8" VCP W INV=633.87
8" VCP S INV=633.77

WATER VALVE VAULT

1) WATER VALVE VAULT
RIM = 640.01
TOP OF 12" PIPE=634.33

2) WATER VALVE VAULT
RIM = 639.77
TOP OF 12" PIPE=633.27

20 FOOT EASEMENT FOR UTILITIES:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF MILWAUKEE AVENUE WITH THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE 205.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, AT RIGHT ANGLES TO SAID NORTH LINE, ALONG A LINE HEREINAFTER DESIGNATED LINE "X", 217.50 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG A LINE DRAWN PARALLEL WITH SAID NORTH LINE 110.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST AT RIGHT ANGLES TO SAID NORTH LINE, 116.75 FEET TO A POINT ON THE NORTH LINE OF RELOCATED PALATINE ROAD AS DESCRIBED IN PARCEL C OF THE INSTRUMENT FILED JUNE 29, 1982 AS NO. 269116; THENCE NORTH 83 DEGREES 59 MINUTES 50 SECONDS EAST 153.67 FEET, ALONG THE NORTH LINE OF SAID RELOCATED PALATINE ROAD TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 14 DEGREES 26 MINUTES 29 SECONDS WEST 171.74 FEET ALONG A LINE HEREINAFTER DESIGNATED LINE "Y" TO THE POINT OF INTERSECTION WITH LINE "X" AFORESAID; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 118.87 FEET, ALONG SAID LINE "X", TO A POINT 33.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 20.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, AT RIGHT ANGLES TO SAID NORTH LINE AND PARALLEL WITH LINE "X" AFORESAID, 116.33 FEET, TO A POINT ON A LINE DRAWN 20.00 FEET NORTHEASTERLY OF, MEASURED PERPENDICULARLY THERETO, AND PARALLEL WITH SAID LINE "Y"; THENCE SOUTH 14 DEGREES 26 MINUTES 29 SECONDS EAST, ALONG THE LAST DESCRIBED PARALLEL LINE, 172.17 FEET , TO A POINT ON THE NORTH LINE OF RELOCATED PALATINE ROAD AFORESAID; THENCE SOUTH 83 DEGREES 59 MINUTES 50 SECONDS WEST, ALONG THE LAST MENTIONED NORTH LINE 20.22 FEET, TO THE HEREIN ABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EASEMENT FOR UTILITIES:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF MILWAUKEE AVENUE WITH THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE 185.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS, AT RIGHT ANGLES TO SAID NORTH LINE, 217.50 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG A LINE DRAWN PARALLEL TO SAID NORTH LINE, 130.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, AT RIGHT ANGLES TO SAID NORTH LINE 116.75 FEET TO A POINT ON THE NORTH LINE OF RELOCATED PALATINE ROAD AS DESCRIBED IN PARCEL C OF THE INSTRUMENT FILED JUNE 29, 1982 AS NO. 269116; THENCE NORTH 83 DEGREES 59 MINUTES 50 SECONDS EAST 153.67 FEET, ALONG THE NORTH LINE OF SAID RELOCATED PALATINE ROAD TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 14 DEGREES 26 MINUTES 29 SECONDS WEST 120.14 FEET ALONG A LINE HEREINAFTER DESIGNATED LINE "X"; THENCE NORTH 64 DEGREES 38 MINUTES 12 SECONDS EAST, ALONG A LINE DRAWN PERPENDICULARLY TO THE CENTER LINE OF MILWAUKEE AVENUE AFORESAID, 20.37 FEET, TO A POINT ON A LINE DRAWN 20 FEET NORTHEASTERLY OF, MEASURED PERPENDICULARLY THERETO, AND PARALLEL WITH SAID LINE "X"; THENCE SOUTH 14 DEGREES 26 MINUTES 29 SECONDS EAST, ALONG SAID PARALLEL LINE, 126.96 FEET, TO A POINT ON THE NORTH LINE OF RELOCATED PALATINE ROAD AFORESAID; THENCE SOUTH 83 DEGREES 59 MINUTES 50 SECONDS WEST ALONG THE LAST MENTIONED NORTH LINE 20.22 FEET, TO THE HEREIN ABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

L/C: 12-0602

BASE SCALE : 1 INCH = 20 FEET
DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF
ORDERED BY : **WATERMARK ENGINEERING RESOURCES, LTD**
DRAWN BY : MHG - LMH/MMG
CHECKED BY :
SURVEYED BY : OP & JT/LR-RG

COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE. FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR ABSTRACT DEED, CONTRACT AND ZONING ORDINANCE.

ORDER NO. **99-17438-18 TOPO**
(McDONALD'S, 1200 S. MILWAUKEE AVE. WHEELING)

NOTES :

UNDERGROUND UTILITIES SHOWN HEREON PER AVAILABLE RECORDS AND MARKING FOUND IN FIELD. VERIFY ALL UTILITIES IN FIELD PRIOR TO ANY CONSTRUCTION.

BASIS OF BEARING:
ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE.

FLOOD ZONE CERTIFICATE:
UPON INSPECTION OF FLOOD INSURANCE RATE MAP NO. 17031C0207J, COMMUNITY NUMBER 170173, EFFECTIVE DATE AUGUST 19, 2008, SUBJECT PROPERTY LIES WITH IN ZONE "AE". BASE FLOOD ELEVATION AND FLOOD WAY LIMIT IS 639.8 PER FIS STUDY CROSS SECTIONS "BP" & "BO".

BENCHMARK : NGS PID AJ8283
THE STATION IS A STANDARD NGS HORIZONTAL CONTROL DISK STAMPED-- PWK B 2001-- SET IN THE TOP OF A 0.3 M DIAMETER CONCRETE MONUMENT 1.3 M IN DEPTH, SET FLUSH WITH THE GROUND WITH AN IRON ROD IMBEDDED IN THE MONUMENT LOCATED APPROXIMATELY 2.3 MI SOUTH OF THE LAKE AND COOK COUNTY LINE, 6.3 MI WEST OF PALATINE, AND IS AT THE PALWAUKEE MUNICIPAL AIRPORT.

ELEV. = 638.7 (NAVD 88 DATUM)

SITE BENCHMARK:
FLANGE BOLT ON FIRE HYDRANT LOCATED NEAR THE NORTHWEST CORNER OF SUBJECT PROPERTY.

ELEV. = 641.16

LEGEND

- LIGHT POLE WITH ARM
- LIGHT POLE
- SIGN POST
- UTILITY POLE
- FIRE HYDRANT
- WATER SERVICE SHUTOFF VALVE
- CLOSED COVER DRAINAGE STRUCTURE
- OPEN COVER DRAINAGE STRUCTURE
- CURB INLET/CATCH BASIN
- SANITARY SEWER MANHOLE
- WV WATER SHUTOFF VALVE WITH 8" CASING
- GT. GREASE TRAP
- BOLLARD
- TRAFFIC SIGNAL LIGHT
- GV GAS SERVICE SHUTOFF VALVE
- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- TREE WITH TRUNK DIAM. SIZE
- E UNDERGROUND ELECTRIC
- > STORM SEWER
-) SANITARY SEWER
- G GAS MAIN
- W WATER MAIN
- XXX.X GROUND ELEVATION
- PXXX.XX, XXX.XX PAVEMENT ELEVATION
- FIN/FL = FINISHED FLOOR ELEVATION
- 20' UTILITIES EASEMENT FOR WATER MAIN AND SANITARY SEWER REC. DEC. 5, 1983 AS DOC. NO. 26884165
- UNRECORDED DECLARATION OF RESTRICTIVE COVENANT DATED MAY 16, 1983 MADE BY JERRY CAIRO, RESTRICTING THE USE OF THE LAND FOR THE SOLE PURPOSE OF VEHICULAR AND PEDESTRIAN INGRESS, EGRESS AND VEHICULAR PARKING
- BRICK PAVERS

EXHIBIT
2
Blumberg No. 5208

STATE OF ILLINOIS
COUNTY OF DuPAGE S.S.

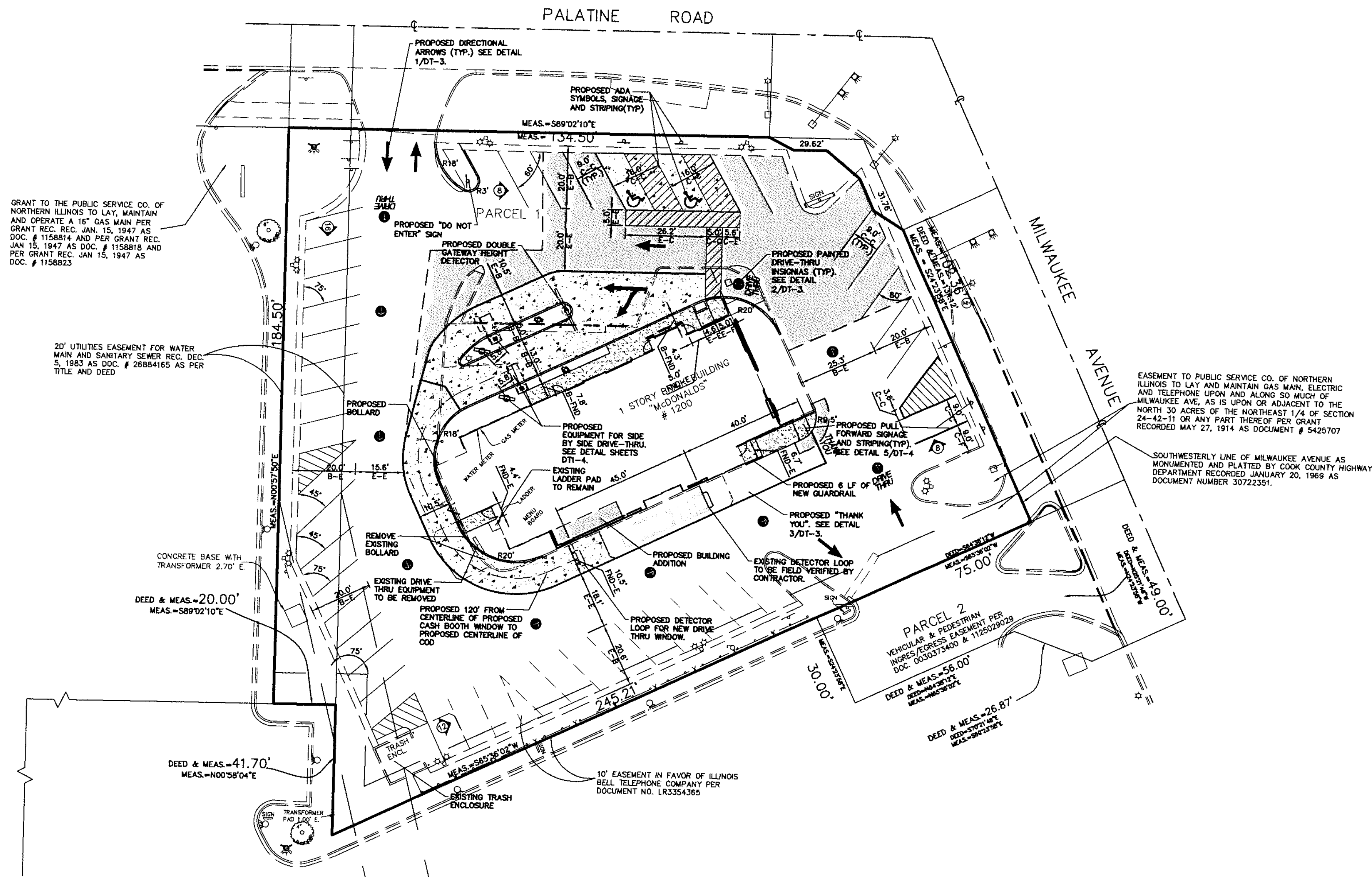
WE, GENTILE AND ASSOCIATES, INC,. HEREBY CERTIFY THAT A SURVEY HAS BEEN MADE AT AND UNDER MY DIRECTION, OF THE PROPERTY DESCRIBED ABOVE, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PLAT CONFORMS TO THE MINIMUM STANDARD REQUIREMENTS FOR A BOUNDARY SURVEY.

JANUARY 8, A.D. 20 18

BY :

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2925
MY LICENSE EXPIRES NOVEMBER 30, 2018
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.002870

2018 MAY 25 AM 9:55



GENERAL NOTES:

1. THESE PLANS ARE BASED ON THE BOUNDARY AND TOPOGRAPHIC SURVEY (SURVEY PROJECT #99-17438-18 DATED 01/08/2018) PREPARED BY: GENTILE AND ASSOCIATES, INC. 550 E. ST. CHARLES PLACE, LOMBARD, ILLINOIS 60148 (630) 916-6262
2. PRIOR TO CONSTRUCTION, CONTRACTOR TO CONTACT THE DESIGN ENGINEER AND ARCHITECT TO VERIFY THAT THEY ARE WORKING FROM THE MOST CURRENT SET OF PLANS AND SPECIFICATIONS.

ON SITE PARKING DATA

PROPOSED REGULAR SPACES	42
PROPOSED ADA ACCESSIBLE SPACES	2
PROPOSED TOTAL SPACES	44
EXISTING REGULAR SPACES	47
EXISTING ADA ACCESSIBLE SPACES	3
EXISTING TOTAL SPACES	50

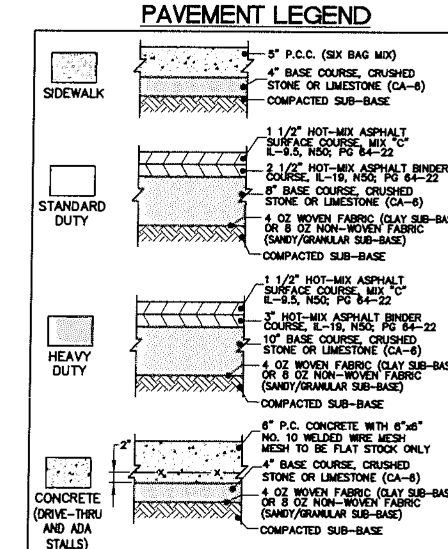
SITE DATA

LOT AREA	=	38,417 S.F. (0.88 AC.)
BUILDING AREA	=	4,342 S.F.
F.A.R.	=	0.11

SITE PLAN NOTES:

1. ALL RADIUS DIMENSIONS ARE TO BACK OF CURB.
2. SEE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
3. ALL STRIPING TO BE DOUBLE COATED 4" YELLOW PAINT UNLESS OTHERWISE NOTED.
4. WHERE PEDESTRIANS HAVE TO CROSS A TAPERING RAMP OR CURB RAMP THE FACE AND TOP OF CURB ARE TO BE PAINTED USING YELLOW, SLIP RESISTANT PAINT.

PAVEMENT LEGEND



NOTES:

1. REFERENCE I.D.O.T. STANDARD SPECIFICATIONS (LATEST EDITION) SECTION 406 FOR BINDER & SURFACE COURSES AND SECTION 351 FOR AGGREGATE BASE COURSE.
2. THE APPLICATION RATES FOR THE PRIME COAT AND TACK COAT ARE TO BE 0.30 AND 0.10 GALLONS PER SQUARE YARD, RESPECTIVELY.
3. SEE PROJECT SPECIFICATIONS FOR SUB-BASE AND BASE COURSE COMPACTION.
4. ALL CONCRETE FLATWORK TO INCLUDE A JOINTING PATTERN SUBMITTAL TO THE CONSTRUCTION MANAGER. CONTRACTOR TO STAY AS CLOSE TO 9'x9' SQUARE PANELS IN LARGE CONCRETE FLATWORK AREAS AS POSSIBLE.
5. FOR SIDEWALKS, PROVIDE TOOLED JOINTS AT 5' O.C., CONTRACTION JOINTS AT 15' O.C., EXPANSION JOINTS AT 45' O.C.
6. PROVIDE AN EXPANSION JOINT ADJACENT TO ALL STRUCTURES. THESE JOINTS SHOULD BE SEALED WITH A TOOL-FINISHED SILICONE SEALANT PER I.D.O.T. STANDARD.

DIMENSION LEGEND

F	= FACE	FNC	= FENCE
FND	= FOUNDATION	R	= RADIUS
B	= BACK	C	= CENTER
E	= EDGE	PL	= PROPERTY LINE

N

20 0 10 20 40 80

GEOMETRIC PLAN

NO.	REVISIONS	DATE
1	PARKING LOT STRIPING UPDATE	6/13/18

Prepared For:

McDonald's
711 Jorie Blvd., 3rd Floor
Oak Brook, IL 60523

McDONALD'S - WHEELING
1200 South Milwaukee Avenue
Wheeling, Illinois

Prepared By:

Watermark Engineering Resources, Ltd.
2631 Ginger Woods Parkway, Suite 100, Aurora, IL 60502
phone 630-375-1600 fax 630-238-9800 www.watermark-engineering.com

CHECKED BY: J. MILLER
DESIGN BY: K. SACK
DRAWN BY: S. SIMAK
DATE: APRIL 13, 2018
SCALE: 1" = 20'
PROJECT NO.: 17-079

C-2

LC #12-0602

GEOMETRIC PLAN

REVISED

EXHIBIT 3

Blumberg No. 5208

2018 JUN 18 AM 11:53
CITY OF PROSPECT HEIGHTS
RECEIVED

J:\dwgs\17jobs\17079\17079.dwg, 17079

EXHIBIT 4

Blumberg No. 5208

McDonald's®

FINAL ENGINEERING PLANS

FOR

McDONALD'S - WHEELING, IL

AT

1200 SOUTH MILWAUKEE AVENUE
VILLAGE OF WHEELING
COOK COUNTY, ILLINOIS

INDEX

CIVIL ENGINEERING PLANS		REVISIONS 1	2	3	4	5	6	7
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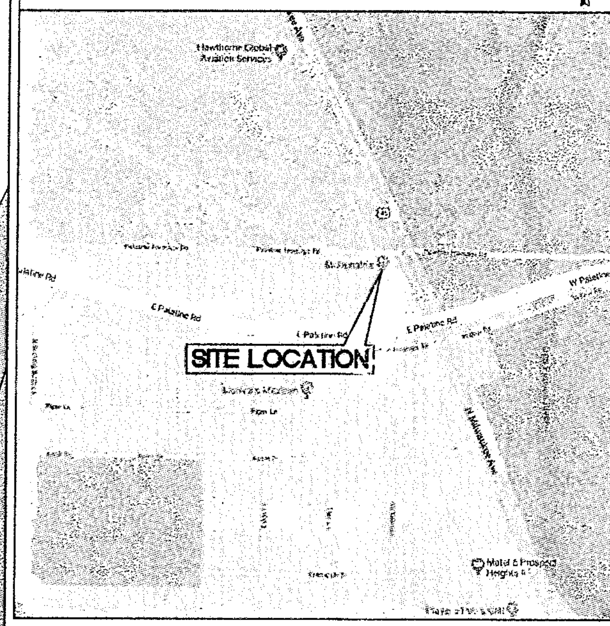
C-2	GEOMETRIC PLAN							
C-3	GRADING AND UTILITY PLAN							
C-4	PROJECT DETAILS AND SPECIFICATIONS							

SUPPORTING DOCUMENTS		REVISIONS 1	2	3	4	5	6	7
1 of 1	BOUNDARY AND TOPOGRAPHIC SURVEY							
L-1	LANDSCAPE PLAN							
DT-1	DRIVE THRU PAVEMENT PLAN							
DT-2	DRIVE THRU EQUIPMENT PLAN							
DT-3	DRIVE THRU DETAILS							
DT-4	DRIVE THRU DETAILS							
SSD-1	SITE STRUCTURAL DRAWINGS							
SSD-2	SITE STRUCTURAL DRAWINGS							

NOTE: THE DESIGNS CONTAINED IN THE ABOVE PLANS AND SUPPORTING DOCUMENTS WERE PREPARED WITH THE UNDERSTANDING THAT THEY WOULD BE USED AS A WHOLE PLAN SET. [illegible] THE CONTRACTOR IS TO CONTACT THE ENGINEER IMMEDIATELY BEFORE ANY CONSTRUCTION IS STARTED.

LOCATION MAP



SECTION: 24	TOWNSHIP: 42N	RANGE: 11E

LEGEND

EXISTING

SYMBOL	DESCRIPTION
	UTILITY PEDESTAL
	UTILITY POLE
	LIGHT STANDARD
	SIGN POST
TSCV	TRAFFIC SIGNAL CONTROL VAULT
	TELEPHONE SERVICE VAULT
	FIRE HYDRANT
	WATER SERVICE SHUTOFF VALVE
	WATER VALVE VAULT
	CLOSED COVER DRAINAGE STRUCTURE
	OPEN COVER DRAINAGE STRUCTURE
	CURB INLET/CATCH BASIN
	SANITARY SEWER MANHOLE
GV	GAS SERVICE SHUTOFF VALVE
CO	CLEANOUT
	WATER SHUTOFF VALVE WITH 8" CASING
	ELECTRIC SERVICE VAULT
	BOLLARDS
	FLAG POLE
	TREE
>	STORM SEWER
)	SANITARY SEWER
E	UNDERGROUND ELECTRIC
T	UNDERGROUND TELEPHONE
G	GAS MAIN
W	WATER MAIN

T/W = TOP OF WALL
735.2 = GROUND ELEVATION
735.26 = PAVEMENT ELEVATION
FIN/FL = FINISHED FLOOR ELEVATION
T/FDN = TOP OF FOUNDATION ELEVATION

PROPOSED

DESCRIPTION	SYMBOL
CATCH BASIN	
INLET	
STORM MANHOLE	
SANITARY MANHOLE	
VALVE VAULT	
FIRE HYDRANT	
FLARED END SECTION	
ELECTRICAL POWER POLE	
OVERHEAD TRAFFIC SIGNAL	
TRAFFIC SIGNAL MANHOLE	
OVERHEAD ELECTRIC WIRES	-OHW-
TRANSFORMER PAD	
TELEPHONE PEDESTAL	
TELEPHONE MANHOLE	
CABLE TELEVISION PEDESTAL	
COMMONWEALTH EDISON MANHOLE	
B/BOX	
LIGHT POLE	
SIGN	
BOLLARD POLE	
GAS MARKER	
ELECTRIC MARKER	
TELEPHONE MARKER	
WATER MAIN	W
GAS MAIN	G
ELECTRIC LINE	E
TELEPHONE LINE	T
CABLE TV LINE	C
SANITARY SEWER	SAN
STORM SEWER	STM
WOOD FENCE	
CHAIN LINK FENCE	x
METAL GUARDRAIL	
CONCRETE SURFACE	
CONTOUR LINE	XXX
FINISHED FLOOR ELEVATION	FF
PAVEMENT ELEVATION	P
GROUND ELEVATION	G
TOP OF WALK ELEVATION	TW
TOP OF RETAINING WALL ELEVATION	TRW
FLOW LINE ELEVATION	FL
TOP OF CURB ELEVATION	TC
MATCH EXISTING	ME
RIM ELEVATION	R
DOWNSPOUT LOCATION	D.S.
PERVIOUS AREA SLOPE DIRECTION	
PAVEMENT SLOPE DIRECTION	
OVERLAND OVERFLOW DIRECTION	
INLET PROTECTION	
INLET BASKET FILTER	

BENCHMARK

REFERENCE BENCHMARK
NGS PID AJ8283
THE STATION IS A STANDARD NGS HORIZONTAL CONTROL DISK STAMPED-- PWK B 2001-- SET IN THE TOP OF A 0.3 M DIAMETER CONCRETE MONUMENT 1.3 M IN DEPTH, SET FLUSH WITH THE GROUND WITH AN IRON ROD IMBEDDED IN THE MONUMENT LOCATED APPROXIMATELY 2.3 MI SOUTH OF THE LAKE AND COOK COUNTY LINE, 6.3 MI WEST OF PALATINE, AND IS AT THE PALWAUKEE MUNICIPAL AIRPORT.

ELEV. = 638.7 (NAVD 88 DATUM)

SITE BENCHMARK
FLANGE BOLT ON FIRE HYDRANT LOCATED NEAR THE NORTHWEST CORNER OF SUBJECT PROPERTY.

ELEV. = 641.16

Call Before You Dig
JULIE ILLINOIS ONE-CALL SYSTEM
Simply Call 811

RECEIVED
CITY OF PROSPECT HEIGHTS
2018 MAY 25 AM 9:55

STATE OF ILLINOIS)
SS
COUNTY OF KANE)

I, JEFFREY C. MILLER, A LICENSED PROFESSIONAL ENGINEER OF ILLINOIS, HEREBY CERTIFY THAT THESE CIVIL ENGINEERING PLANS, NOT THE SUPPORTING DOCUMENTS, AS LISTED IN THE INDEX, HAVE BEEN PREPARED BY WATERMARK ENGINEERING RESOURCES, LTD. UNDER MY PERSONAL DIRECTION. THESE PLANS ARE INTENDED TO BE USED AS AN INTEGRAL PART OF THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS.

DATE: 4/26/18

ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. 62-045858.
MY LICENSE EXPIRES ON 11-30-19.

UNLESS THIS DOCUMENT BEARS ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE DESIGN ENGINEER, IT IS NOT A VALID DOCUMENT.

ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.002989

JEFFREY C. MILLER 062-045858 LICENSED PROFESSIONAL ENGINEER OF ILLINOIS

COVER SHEET

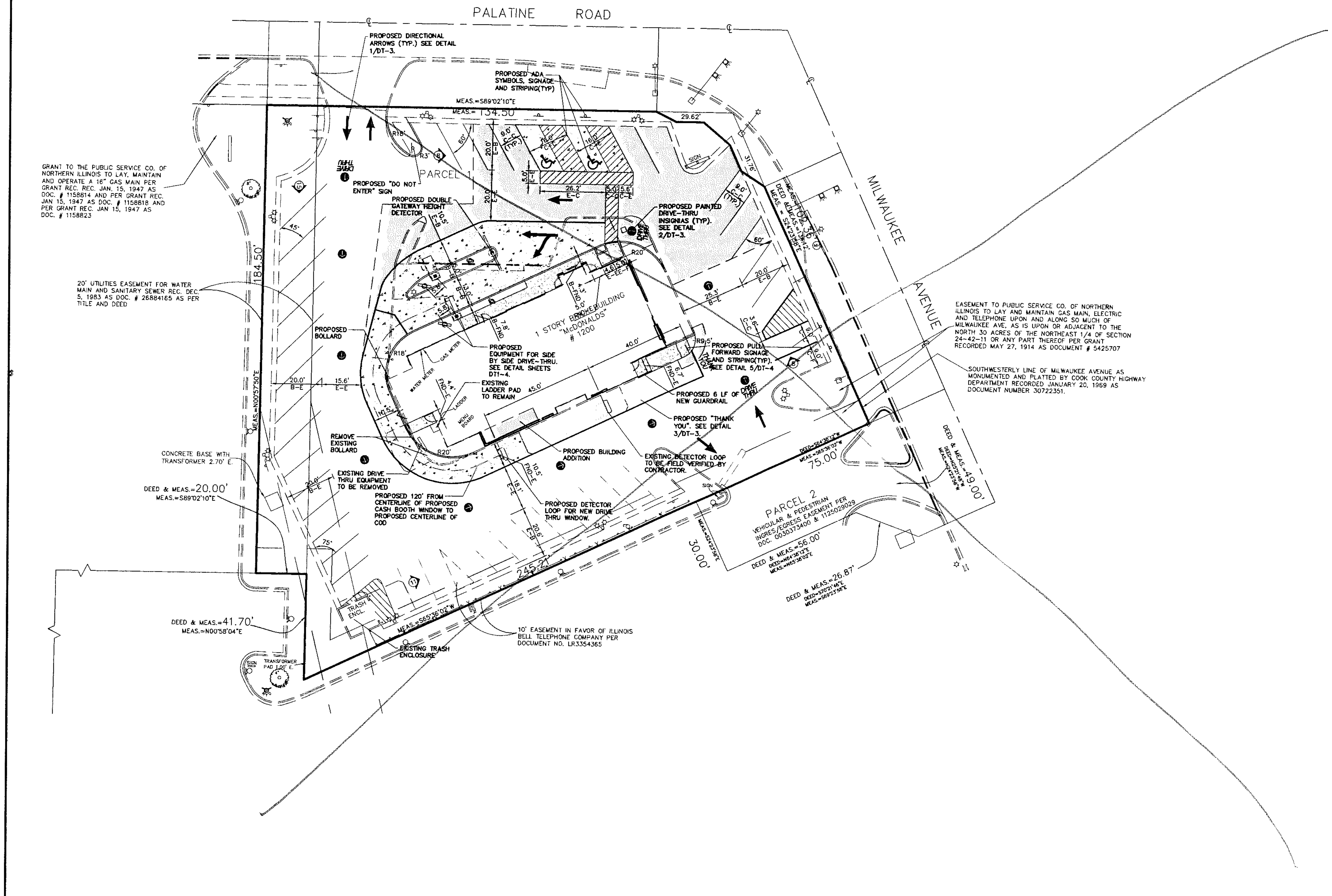
Prepared For:
McDonald's
711 Jorie Blvd., 3rd Floor
Oak Brook, IL 60523
McDONALD'S - WHEELING
1200 South Milwaukee Avenue
Wheeling, Illinois

Prepared By:
Watermark Engineering Resources, Ltd.
2631 Ginger Woods Parkway, Suite 100, Aurora, IL 60502
phone 630-375-1800 fax 630-236-6900 www.watermark-engineering.com

CHECKED BY: J. MILLER
DESIGN BY: K. SACK
DRAWN BY: S. SMAK
DATE: APRIL 13, 2018
SCALE: NONE
PROJECT NO.: 17-079

C-1
LC #12-0602
COVER SHEET

J:\dwgs\17jobs\17079\17079.dwg, 17079



GENERAL NOTES:
1. THESE PLANS ARE BASED ON THE BOUNDARY AND TOPOGRAPHIC SURVEY (SURVEY PROJECT #99-17438-18 DATED 01/08/2018) PREPARED BY: GENTILE AND ASSOCIATES, INC. 550 E. ST. CHARLES PLACE, LOMBARD, ILLINOIS 60148 (630) 916-6262
2. PRIOR TO CONSTRUCTION, CONTRACTOR TO CONTACT THE DESIGN ENGINEER AND ARCHITECT TO VERIFY THAT THEY ARE WORKING FROM THE MOST CURRENT SET OF PLANS AND SPECIFICATIONS.

ON SITE PARKING DATA

PROPOSED REGULAR SPACES	40
PROPOSED ADA ACCESSIBLE SPACES	2
PROPOSED TOTAL SPACES	42
EXISTING REGULAR SPACES	47
EXISTING ADA ACCESSIBLE SPACES	3
EXISTING TOTAL SPACES	50

SITE DATA

LOT AREA	=	38,417 S.F. (0.88 AC.)
BUILDING AREA	=	4,342 S.F.
F.A.R.	=	0.11

SITE PLAN NOTES:
1. ALL RADIUS DIMENSIONS ARE TO BACK OF CURB.
2. SEE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
3. ALL STRIPING TO BE DOUBLE COATED 4" YELLOW PAINT UNLESS OTHERWISE NOTED.
4. WHERE PEDESTRIANS HAVE TO CROSS A TAPERING RAMP OR CURB RAMP THE FACE AND TOP OF CURB ARE TO BE PAINTED USING YELLOW, SLIP RESISTANT PAINT.

PAVEMENT LEGEND

SIDEWALK
- 5" P.C.C. (SIX BAG MIX)
- 4" BASE COURSE, CRUSHED STONE OR LIMESTONE (CA-6)
- COMPACTED SUB-BASE

STANDARD DUTY
- 1 1/2" HOT-MIX ASPHALT SURFACE COURSE, MIX "C" IL-9.5, N50; PG 64-22
- 2 1/2" HOT-MIX ASPHALT BINDER COURSE, IL-19, N50; PG 64-22
- 8" BASE COURSE, CRUSHED STONE OR LIMESTONE (CA-6)
- 4 OZ WOVEN FABRIC (CLAY SUB-BASE) OR 8 OZ NON-WOVEN FABRIC (SANDY/GRANULAR SUB-BASE)
- COMPACTED SUB-BASE

HEAVY DUTY
- 1 1/2" HOT-MIX ASPHALT SURFACE COURSE, MIX "C" IL-9.5, N50; PG 64-22
- 3" HOT-MIX ASPHALT BINDER COURSE, IL-19, N50; PG 64-22
- 10" BASE COURSE, CRUSHED STONE OR LIMESTONE (CA-6)
- 4 OZ WOVEN FABRIC (CLAY SUB-BASE) OR 8 OZ NON-WOVEN FABRIC (SANDY/GRANULAR SUB-BASE)
- COMPACTED SUB-BASE

CONCRETE (DRIVE-THRU AND ADA STALLS)
- 6" P.C. CONCRETE WITH 6"x6" NO. 10 WELDED WIRE MESH MESH TO BE FLAT STOCK ONLY
- 2"
- 4" BASE COURSE, CRUSHED STONE OR LIMESTONE (CA-6)
- 4 OZ WOVEN FABRIC (CLAY SUB-BASE) OR 8 OZ NON-WOVEN FABRIC (SANDY/GRANULAR SUB-BASE)
- COMPACTED SUB-BASE

NOTES:
1. REFERENCE I.D.O.T. STANDARD SPECIFICATIONS (LATEST EDITION) SECTION 406 FOR BINDER & SURFACE COURSES AND SECTION 351 FOR AGGREGATE BASE COURSE.
2. THE APPLICATION RATES FOR THE PRIME COAT AND TACK COAT ARE TO BE 0.30 AND 0.10 GALLONS PER SQUARE YARD, RESPECTIVELY.
3. SEE PROJECT SPECIFICATIONS FOR SUB-BASE AND BASE COURSE COMPACTION.
4. ALL CONCRETE FLATWORK TO INCLUDE A JOINTING PATTERN SUBMITTAL TO THE CONSTRUCTION MANAGER. CONTRACTOR TO STAY AS CLOSE TO 9'x9' SQUARE PANELS IN LARGE CONCRETE FLATWORK AREAS AS POSSIBLE.
5. FOR SIDEWALKS, PROVIDE TOOLED JOINTS AT 5' O.C., CONTRACTION JOINTS AT 15' O.C., EXPANSION JOINTS AT 45' O.C.
6. PROVIDE AN EXPANSION JOINT ADJACENT TO ALL STRUCTURES. THESE JOINTS SHOULD BE SEALED WITH A TOOL-FINISHED SILICONE SEALANT PER I.D.O.T. STANDARD.

DIMENSION LEGEND

F	= FACE	FNC	= FENCE
FND	= FOUNDATION	R	= RADIUS
B	= BACK	C	= CENTER
E	= EDGE	PL	= PROPERTY LINE

20 0 10 20 40 80

GEOMETRIC PLAN

NO.	DATE	REVISIONS

Prepared For:

McDonald's
711 Jorie Blvd., 3rd Floor
Oak Brook, IL 60523

McDONALD'S - WHEELING
1200 South Milwaukee Avenue
Wheeling, Illinois

Prepared By:

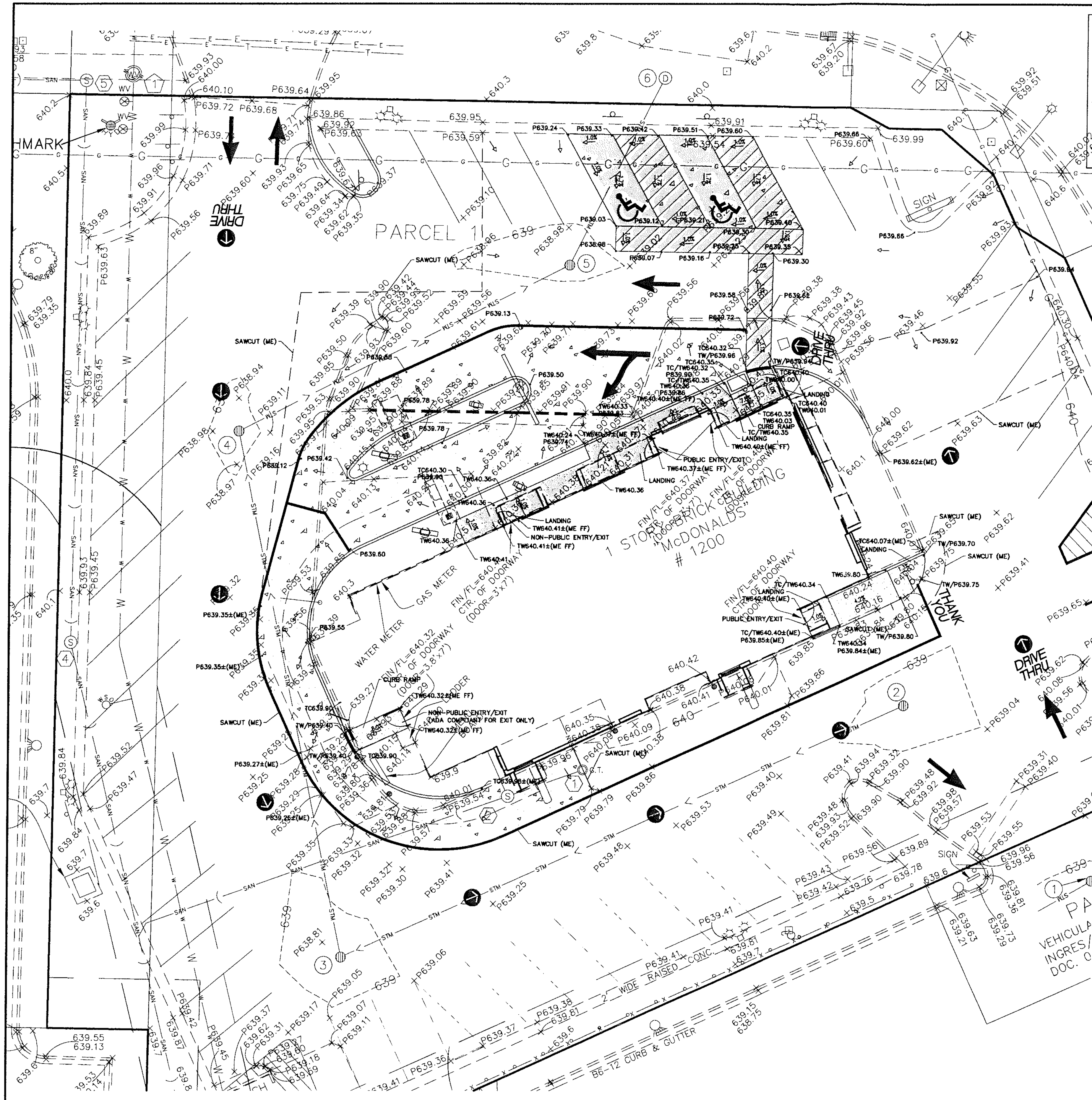
Watermark Engineering Resources, Ltd.
2631 Ginger Woods Parkway, Suite 100, Aurora, IL 60502
phone 630-375-1800 fax 630-236-9800 www.watermark-engineering.com

CHECKED BY: J. MILLER
DESIGN BY: K. SACK
DRAWN BY: S. SIMAK
DATE: APRIL 13, 2018
SCALE: 1" = 20'
PROJECT NO.: 17-079

C-2

LC #12-0602

GEOMETRIC PLAN



ACCESSIBLE ROUTE GRADES - PLAN VIEW SCALE: 1" = 10'   = A.D.A. ACCESSIBLE ROUTE

J:\dwgs\17jobs\17079\17079.dwg, 17079 (GRDUTL)

UTILITY PLAN NOTES:

1. PRIOR TO CONSTRUCTION OF ANY UTILITIES, CONTRACTOR IS TO VERIFY THAT THE PROPOSED UTILITIES SHOWN ON THIS PLAN THAT ENTER THE PROPOSED BUILDING(S) CORRESPOND WITH THE UTILITIES ON THE PLUMBING PLANS AS THEY EXIT THE BUILDING(S). CONTRACTOR TO REPORT IN WRITING ANY DISCREPANCIES IN SIZE, LOCATION, OR INVERT ELEVATION TO THE DESIGN ENGINEER IMMEDIATELY FOR RESOLUTION OF THE CONFLICT IN WRITING.
2. GENERAL CONTRACTOR TO COORDINATE THE INSTALLATION AND PERMITTING OF THE PUBLIC UTILITIES, SUCH AS GAS, ELECTRIC, TELEPHONE, CABLE AND FIBER OPTICS, WITH THE PUBLIC UTILITY COMPANIES AND ARCHITECT PRIOR TO CONSTRUCTION. THE INSTALLATION OF THE PUBLIC UTILITIES AND NECESSARY SLEEVING TO BE INCLUDED AS PART OF GENERAL CONTRACTOR'S SCOPE OF WORK FOR THIS PROJECT.

STORM SEWER STRUCTURES

1) CATCH BASIN
RIM = 638.72
24" CMP NE INV=632.22
24" CMP SW INV=632.22

2) INLET
RIM = 638.56
12" RCP SW INV=635.96

3) INLET
RIM = 638.77
12" RCP NW INV=635.42
12" RCP NE INV=635.42

4) INLET
RIM = 638.74
12" RCP SE INV=634.89
12" RCP NE INV=634.86

5) CATCH BASIN
RIM = 638.74
12" RCP SW INV=634.74
12" RCP NE INV=634.74

6) STORM SEWER MH
RIM = 639.93
12" RCP SW INV±632.43
SUMP±627.93

7) CATCH BASIN
RIM = 638.79

8) CURB CATCH BASIN
FLOW LINE = 639.04

9) MANHOLE
RIM = 639.59

10) CATCH BASIN
RIM = 639.59

WATER VALVE VAULT

1) WATER VALVE VAULT
RIM = 640.01
TOP OF 12" PIPE=634.33

2) WATER VALVE VAULT
RIM = 639.77
TOP OF 12" PIPE=633.27

SANITARY SEWER STRUCTURES

1) GREASE TRAP (FULL)
RIM = 639.77
4" VCP SW INV±636.77
SW INV INACCESSIBLE

2) SANITARY SEWER MH
RIM = 639.52
8" VCP SW INV±633.77
4" VCP NW INV±635.22
NE INV INACCESSIBLE

3) SANITARY SEWER MH
RIM = 640.03
8" VCP NW INV=632.78

4) SANITARY SEWER MH
RIM = 639.92
8" VCP N INV=633.36
8" VCP SE INV=633.32

5) SANITARY SEWER MH
RIM = 639.97
8" VCP W INV=633.87
8" VCP S INV=633.77

GENERAL NOTES:

1. THESE PLANS ARE BASED ON THE BOUNDARY AND TOPOGRAPHIC SURVEY (SURVEY PROJECT #99-17438-18 DATED 01/08/2018) PREPARED BY: GENTILE AND ASSOCIATES, INC. 550 E. ST. CHARLES PLACE, LOMBARD, ILLINOIS 60148 (630) 916-6262
2. PRIOR TO CONSTRUCTION, CONTRACTOR TO CONTACT THE DESIGN ENGINEER AND ARCHITECT TO VERIFY THAT THEY ARE WORKING FROM THE MOST CURRENT SET OF PLANS AND SPECIFICATIONS.

REFERENCE BENCHMARK

NGS PID AJ8283
THE STATION IS A STANDARD NGS HORIZONTAL CONTROL DISK STAMPED-- PWK B 2001-- SET IN THE TOP OF A 0.3 M DIAMETER CONCRETE MONUMENT 1.3 M IN DEPTH, SET FLUSH WITH THE GROUND WITH AN IRON ROD IMBEDDED IN THE MONUMENT LOCATED APPROXIMATELY 2.3 MI SOUTH OF THE LAKE AND COOK COUNTY LINE, 6.3 MI WEST OF PALATINE, AND IS AT THE PALWAUKEE MUNICIPAL AIRPORT.

ELEV. = 638.7 (NAVD 88 DATUM)

SITE BENCHMARK

FLANGE BOLT ON FIRE HYDRANT LOCATED NEAR THE NORTHWEST CORNER OF SUBJECT PROPERTY.

ELEV. = 641.16

"AMERICANS WITH DISABILITIES ACT" (ADA) MINIMAL REQUIRMENTS:

1. GENERAL CONTRACTOR TO BECOME FAMILIAR WITH AND APPLY THE ADA MINIMAL REQUIREMENTS AND REPORT TO ARCHITECT/ENGINEER ANY DISCREPANCIES BEFORE CONSTRUCTION.
2. ACCESSIBLE ROUTES ON AN ACCESSIBLE SITE AND FOR ANY NEW SITE IMPROVEMENTS SHALL BE PROVIDED TO SERVE ALL ACCESSIBLE SPACES OR ELEMENTS.
3. THE MINIMUM CLEAR WIDTH OF AN ACCESSIBLE ROUTE PER CODE IS 36".
4. EACH ACCESSIBLE PARKING SPACE IS TO BE:
   4.1. CAR:
   A MINIMUM OF 192" WIDE, CONSISTING OF A 96" WIDE ACCESS AISLE AND A 96" WIDE PARKING SPACE, UNLESS OTHERWISE NOTED. (SEE DETAIL). THE ACCESS AISLE SHALL BE PERMITTED TO BE PLACED ON EITHER SIDE OF THE PARKING SPACE. SEE DETAIL FOR REQUIRED DEPTH.
   4.2 VAN:
   A MINIMUM OF 192" WIDE, CONSISTING OF A 96" WIDE ACCESS AISLE AND A 96" WIDE PARKING SPACE, (SEE DETAIL). WHEN VAN ACCESSIBLE PARKING SPACES ARE ANGLED, THE ACCESS AISLE SHALL BE LOCATED ON THE PASSENGER SIDE OF THE PARKING SPACE. SEE DETAIL FOR REQUIRED DEPTH.
5. ACCESSIBLE PARKING SPACES ARE TO BE LOCATED AS CLOSE TO THE BUILDING ENTRANCE AS POSSIBLE AND SHALL BE IDENTIFIED WITH A SIGN.
6. RAMPS MUST NOT EXTEND OUT FROM THE CURB INTO THE ACCESS AISLE OF ANY ACCESSIBLE PARKING SPACE.
7. TWO PARKING SPACES MAY NOT SHARE AN ACCESS AISLE.
8. ALL ADA PARKING STALLS SHALL BE STRIPED USING 4" WIDE DOUBLE LAYER OF HIGH QUALITY YELLOW PAINT, UNLESS OTHERWISE NOTED.
9. ACCESSIBLE PARKING SPACES AND ACCESS AISLES SHALL NOT EXCEED A SLOPE OF 1:50 (2.00%) IN ANY DIRECTION.
10. EACH ACCESSIBLE PARKING SPACE SHALL HAVE AN IDENTIFICATION SIGN (SEE DETAIL).

RAMPS

11. AN ACCESSIBLE ROUTE WITH A RUNNING SLOPE GREATER THAN 1:20 (5.00%) IS A RAMP AND SHALL COMPLY WITH THE RAMP REQUIREMENTS.
12. AN ACCESSIBLE ROUTE MAY CROSS OPEN PAVEMENT OR FOLLOW A RAMP AS REQUIRED BY SITE-SPECIFIC CONDITIONS. THE RUNNING SLOPE OF AN ACCESSIBLE ROUTE ACROSS OPEN PAVEMENT MUST NOT EXCEED 1:20 (5.00%), WITH A CROSS SLOPE NOT EXCEEDING 1:50 (2.00%). SLOPES EXCEEDING 1:20 (5.00%), BUT LESS THAN 1:12 (8.33%), CONSTITUTE RAMPS AND MUST CONFORM TO THE REQUIREMENTS FOR RAMP DESIGN (HANDRAILS, CURBS, LANDINGS, RISE AND RUN LIMITS, ETC.) AS DETAILED ON THE CIVIL AND ARCHITECTURAL PLANS. NO RAMP SHALL HAVE A RUNNING SLOPE EXCEEDING 1:12 (8.33%), NOR HAVE A CROSS SLOPE EXCEEDING 1:50 (2.00%).
13. THE GENERAL CONTRACTOR/CONTRACTOR SHALL MEASURE THE SUBGRADE AND ACROSS FORMS PRIOR TO INSTALLATION OF ASPHALT OR CONCRETE IMPROVEMENTS TO ASSURE THE FINAL IMPROVEMENTS WILL MEET THESE MINIMAL ADA REQUIREMENTS. ANY DISCREPANCIES SHALL BE REPORTED TO THE CIVIL ENGINEER PRIOR TO INSTALLATION OF THE IMPROVEMENTS.

CURB RAMPS

14. A CURB RAMP SHALL BE PROVIDED WHEREVER AN ACCESSIBLE ROUTE CROSSES A CURB.
15. CURB RAMPS HAVE A MAXIMUM SLOPE OF 1:12 (8.33%) AND DO NOT REQUIRE HANDRAILS.
16. IF A CURB RAMP IS LOCATED WHERE PEDESTRIANS MUST WALK ACROSS THE RAMP, OR WHERE IT IS NOT PROTECTED BY HANDRAILS, OR GUARDRAILS, IT SHALL HAVE FLARED SIDES; THE MAXIMUM SLOPE OF THE FLARE SHALL BE 1:12 (8.33%).

GRADING PLAN NOTES:

1. UNLESS OTHERWISE SPECIFIED, TOP OF CURB (TC) AND/OR TOP OF WALK ELEVATIONS ARE 0.5' HIGHER THAN THE ADJACENT FLOW LINE (FL) OR PAVEMENT (P) ELEVATIONS.
2. IN ALL LOCATIONS WHERE ELEVATIONS ARE SHOWN AS ±, THE ELEVATION HAS BEEN DETERMINED BASED ON INTERPOLATED GRADES FROM THE SURVEY. CONTRACTOR IS TO VERIFY THESE GRADES PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS WITHIN THE PROXIMITY OF THESE INTERPOLATED GRADES AND REPORT THEM TO THE DESIGN ENGINEER FOR VERIFICATION OF PROPOSED SLOPES PRIOR TO INSTALLATION OF PROPOSED IMPROVEMENTS. DESIGN ENGINEER IS NOT RESPONSIBLE FOR SLOPES OF PROPOSED IMPROVEMENTS BASED ON THESE ± GRADES WITHOUT CONFIRMATION OF EXISTING ELEVATIONS AT TIME OF CONSTRUCTION.
3. PAVING, SIDEWALK, AND CURBING IS NOT TO BE INSTALLED IN SUCH A WAY THAT IT WILL BLOCK THE FLOW OF WATER AWAY FROM THE BUILDING INCLUDING BUT NOT LIMITED TO WEEP HOLES, WICKS, DRAINAGE SCUPPERS OR PIPES, AND LANDSCAPING.

10 0 5 10 20 40

GRADING AND UTILITY PLAN

DATE | REVISIONS | NO.

Prepared For:

McDonald's
711 Jorie Blvd. 3rd Floor
Oak Brook, IL 60523

McDONALD'S - WHEELING
1200 South Milwaukee Avenue
Wheeling, Illinois

Prepared By:

Watermark Engineering Resources, Ltd.
2631 Ginger Woods Parkway, Suite 100, Aurora, IL 60502
phone 630-375-1800 fax 630-236-9800 www.watermark-engineering.com

CHECKED BY: J. MILLER
DESIGN BY: K. SACK
DRAWN BY: S. SIMAK
DATE: APRIL 13, 2018
SCALE: 1" = 10'
PROJECT NO.: 17-079

C-3

LC #12-0602

GRADING AND UTILITY PLAN

RECEIVED MAY 25 2018

PROJECT SPECIFICATIONS

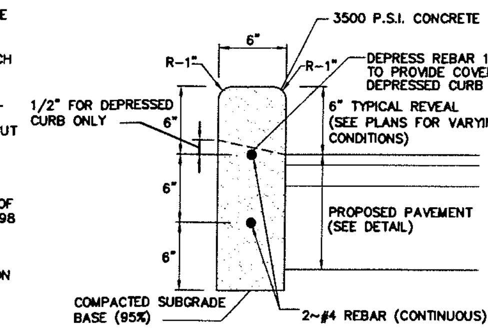
1. CONTRACTOR IS TO FOLLOW ALL ORDINANCES AND REQUIREMENTS OF THE STATE, COMMUNITY, LOCAL DISTRICTS AND THE ILLINOIS ACCESSIBILITY CODE (IAC). ALL PROPOSED IMPROVEMENTS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AS WELL AS THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS" CURRENT EDITIONS.
2. THE CONTRACTOR SHALL INDEMNIFY WATERMARK ENGINEERING RESOURCES, LTD (THE DESIGN ENGINEER), ARCHITECT AND OWNER, THEIR AGENTS, ETC., FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONDUCTING WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, SPECIFICATIONS, AND ALL GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THIS DEVELOPMENT.
3. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL PERMITS THAT ARE REQUIRED BY THE LOCAL AGENCIES.
4. PRIOR TO BID AND PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL INSPECT THE SITE TO VERIFY THAT THERE ARE NO DISCREPANCIES BETWEEN THE PLANS AND THE ACTUAL CONDITIONS AT THE SITE. IF ANY DISCREPANCIES ARE FOUND, AT ANY TIME BEFORE OR DURING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER IMMEDIATELY (BEFORE ANY ADDITIONAL IMPROVEMENTS ARE INSTALLED) IN ORDER TO OBTAIN WRITTEN CONFIRMATION BY THE DESIGN ENGINEER AS TO ANY REVISIONS THAT MAY NEED TO BE MADE TO THE PLANS.
5. PRIOR TO CONSTRUCTION, CONTRACTOR IS TO CONTACT THE DESIGN ENGINEER AND ARCHITECT TO VERIFY THAT THEY ARE WORKING FROM THE MOST CURRENT SET OF PLANS AND SPECIFICATIONS.
6. THE CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER, ALL GOVERNMENTAL AGENCIES HAVING JURISDICTION, AND ALL UTILITY COMPANIES THAT MAY BE AFFECTED BY THE PROPOSED CONSTRUCTION 2 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION TO ARRANGE APPROPRIATE CONSTRUCTION INSPECTIONS.
7. THE MUNICIPALITY SHALL HAVE THE AUTHORITY TO INSPECT, APPROVE, AND REJECT THE CONSTRUCTION OF THE IMPROVEMENTS.
8. PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS, THE CONTRACTOR MUST CALL J.U.L.I.E. FOR THE LOCATION AND STAKING OF EXISTING UNDERGROUND UTILITIES (GAS, ELECTRIC, TELEPHONE) AT 1-800-892-0123, 48 HOURS PRIOR TO DIGGING.
9. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING RECORD DRAWINGS PER THE MUNICIPALITY AND/OR ANY OTHER AGENCY REQUIREMENTS. ANY CHANGES TO THE DRAWINGS MUST BE REPORTED TO THE DESIGN ENGINEER BEFORE WORK PROGRESSES.
10. THE PROPOSED IMPROVEMENTS MUST BE CONSTRUCTED IN ACCORDANCE WITH THE ENGINEERING PLANS AS APPROVED BY THE MUNICIPALITY.
11. ALL QUANTITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR AND ARE TO BE VERIFIED PRIOR TO CONSTRUCTION. IF DISCREPANCIES OCCUR, THE CONTRACTOR IS TO CONTACT THE DESIGN ENGINEER IMMEDIATELY AND NO WORK IS TO BE DONE UNTIL APPROVED BY THE DESIGN ENGINEER.
12. ANY RESTORATION NEEDED BECAUSE OF CONSTRUCTION SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST.
13. TRENCH BACKFILL MATERIAL, CRUSHED STONE OR LIMESTONE (CA-6) IS REQUIRED UNDER AND WITHIN TWO FEET (2') OF SIDEWALKS AND PAVED AREAS. THIS BACKFILL SHALL BE IN SIX INCH (6") LIFTS AND COMPACTED TO 95% STANDARD PROCTOR.
14. CONTRACTOR IS TO PROVIDE ALL TEMPORARY SIGNAGE AS REQUIRED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND LOCAL MUNICIPALITIES.
15. ALL EXISTING DRAIN TILES THAT ARE ENCOUNTERED ARE TO BE RESTORED TO THEIR ORIGINAL CONDITION OR REROUTED TO THE PROPOSED STORM SEWER SYSTEM.
16. RESTORATION OF EXISTING RIGHT-OF-WAYS IS TO BE COMPLETED WITH FOUR INCH (4") MINIMUM TOPSOIL AND SALT TOLERANT SOD UNLESS OTHERWISE NOTED.
17. THE WATER SYSTEM CANNOT BE SHUT DOWN WITHOUT CONSENT BY THE OWNER OF THE SYSTEM.
18. ALL FRAME ADJUSTMENTS SHALL BE MADE WITH PRE-CAST CONCRETE RINGS CONFORMING TO ASTM C-39 AND CANNOT EXCEED TWELVE INCHES (12").
19. FRAMES SHALL BE SET WITH EZ STIK8 (OR EQUAL) MATERIAL TO PREVENT LEAKAGE.
20. THE REINFORCED CONCRETE SECTIONS SHALL BE LAID IN MORTAR, SEALED WITH EXTERNAL SEALING BANDS, OR SEALED USING MASTIC JOINT SEALER. WHEN MASTIC JOINT SEALER IS USED, THE MATERIAL SHALL COMPLETELY FILL THE JOINT AFTER THE UNITS HAVE BEEN BROUGHT TOGETHER.
21. STEPS IN STRUCTURES SHALL BE MADE OF COPOLYMER POLYPROPYLENE PLASTIC WITH CONTINUOUS ONE HALF INCH (1/2") GRADE SIXTY (60) STEEL REINFORCEMENT, STEP PSI-PF, AS MANUFACTURED BY M.A. INDUSTRIES, INC., OR APPROVED EQUAL. STEPS TO BE SPACED SIXTEEN INCHES (16") ON-CENTER.
22. ALL INSTRUMENTS ARE TO BE PROPERLY CALIBRATED PRIOR TO CONSTRUCTION USE.
23. ALL PARKING LOT LIGHT POLES ARE TO BE CONSTRUCTED AT THE INTERSECTION OF PARKING LOT STRIPING OR IN LANDSCAPE AREAS WITH A MINIMUM OF 2' CLEARANCE BETWEEN THE BACK OF CURB AND THE EDGE OF THE PARKING LOT LIGHT BASE UNLESS OTHERWISE SPECIFIED.
24. GENERAL CONTRACTOR TO BECOME FAMILIAR WITH AND APPLY THE ADA MINIMAL REQUIREMENTS AND REPORT TO ARCHITECT/DESIGN ENGINEER ANY DISCREPANCIES BEFORE CONSTRUCTION. THIS INCLUDES, BUT NOT LIMITED TO, TRANSITIONS TO EXISTING CONDITIONS.
25. CONSTRUCTION MEANS, METHODS AND JOB SITE SAFETY IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE CONTRACTOR.
26. PAVING, SIDEWALK, AND CURBING IS NOT TO BE INSTALLED IN SUCH A WAY THAT IT WILL BLOCK THE FLOW OF WATER AWAY FROM THE BUILDING INCLUDING BUT NOT LIMITED TO WEEP HOLES, WICKS, DRAINAGE SCUPPERS OR PIPES, AND LANDSCAPE.

PAVEMENT

1. ALL PAVEMENTS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING REFERENCES AS THEY APPLY: STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, ILLINOIS DEPARTMENT OF TRANSPORTATION, LATEST EDITION; MANUAL FOR STRUCTURAL DESIGN OF PORTLAND CEMENT CONCRETE PAVEMENT, ILLINOIS DEPARTMENT OF TRANSPORTATION, LATEST EDITION; DESIGN MANUAL, ILLINOIS DEPARTMENT OF TRANSPORTATION, LATEST EDITION.
2. ALL BASE COURSE AND SUB-BASE AREAS SHALL BE COMPACTED TO 95% STANDARD LABORATORY DENSITY, PER I.D.O.T. SECTION 301. BEFORE THE BASE COURSE MATERIALS ARE INSTALLED, THE SUB-BASE SHALL BE PROOF-ROLLED TO THE SATISFACTION OF THE ENGINEER, HIS AGENT, AND/OR THE SOILS ENGINEER. COMPACTION AND DENSITY TESTS SHALL BE TAKEN AT THE OWNER'S OPTION.
3. ALL CONCRETE TO BE MINIMUM 3500 PSI, SALT TOLERANT, 6 BAG MIX WITH A SPRAY ON SEALER.
4. EXPANSION AND CONTRACTION JOINTS SHALL BE TOOL FINISHED.
5. BINDER COURSE TO BE PLACED WHEN TEMPERATURE IS AT LEAST 40°F AND RISING. SURFACE COURSE TO BE PLACED WHEN TEMPERATURE IS AT LEAST 45°F AND RISING.
6. ALL PROPOSED PAVEMENT, SIDEWALKS, AND CURBS ARE TO BE CONSTRUCTED TO WITHIN A TOLERANCE OF 0.05' OF THE PROPOSED ELEVATIONS EXCEPT IN THE ACCESSIBLE STALLS OR ACCESSIBLE ROUTES.
7. PRIOR TO SEAL COATING, ALL ASPHALT AREAS ARE TO BE CLEAN AND DRY. ALL LOOSE MATERIALS ARE TO BE REMOVED. ALL GREASE TO BE REMOVED. ALL CRACKS ARE TO BE FILLED PER IDOT STANDARDS. ALL PAINTED STRIPING TO BE MODIFIED SHALL BE "BLACKED OUT" WITH BLACK PAINT (1 COAT MINIMUM, 2 COATS IF NECESSARY), ALLOWED TO THOROUGHLY DRY PER PAINT MANUFACTURER, PRIOR TO SEAL COATING. ALL AREAS THAT ARE ADJACENT TO THE SEAL COATED AREA ARE TO BE MASKED (I.E. SIDEWALKS, CONCRETE SURFACES, BRICK SURFACES, GUTTERS, CATCHBASINS/INLETS, ETC.) PRIOR TO SEAL COATING TO BE APPLIED. AIR TEMPERATURE TO BE 50°F AND RISING. APPLICATION RATE TO BE SUCH THAT ALL SURFACES OF THE ASPHALT BEING COATED IS THOROUGHLY COVERED IN ONE COAT. SPRAYING IS NOT ALLOWED. ALL SEAL COATING MATERIAL SHOULD BE APPLIED BY SQUEEGEE OR BRUSHES. THE BITUMINOUS SEAL COATING MATERIAL SHOULD NOT BE ALLOWED TO ENTER STORM SEWERS AND SHOULD BE ALLOWED TO DRY AT LEAST 18 HOURS PRIOR TO VEHICULAR USE. CRACK FILLER AND SEAL COATING MATERIALS ARE TO BE FREE OF COAL TAR.

GRADING

1. GEOTECHNICAL REPORTS AS PREPARED BY OWNER (OR REPRESENTATIVE) SHALL BE REFERRED TO PRIOR TO EARTH MOVING AND/OR UTILITY CONSTRUCTION.
2. UNSTABLE SOIL SHALL BE REMOVED OR STABILIZED.
3. CONTRACTOR IS TO MAINTAIN A POSITIVE DRAINAGE PATTERN AT THE END OF EACH DAY. CARE SHOULD BE TAKEN TO INSURE THAT DRAINAGE IS NOT REROUTED OR BLOCKED IN A WAY THAT MAY BE INJURIOUS TO ADJACENT LAND.
4. THE SUB-BASE BELOW STRUCTURES, PAVEMENTS OR NEW STRUCTURAL FILL SHALL BE PROOF ROLLED. IF SOIL RUTS, PUMPS, DEFLECTS EXCESSIVELY OR EXHIBITS EXCESSIVE MOVEMENT OR MOISTURE, THEN THE UNSTABLE SOIL SHALL BE UNDERCUT AND REPLACED WITH STRUCTURAL FILL OR OTHERWISE STABILIZED IN A MANNER THAT MEETS THE COMPACTION REQUIREMENTS. THIS PROCESS IS TO BE OBSERVED BY A GEOTECHNICAL ENGINEER.
5. ALL FILLS SHALL BE PLACED IN 8" LIFTS COMPACTED TO A MINIMUM OF 98% STANDARD LABORATORY DENSITY PER ASTM D698 UNDER AND WITHIN INFLUENCE OF THE BUILDING, A MINIMUM OF 95% STANDARD LABORATORY DENSITY PER ASTM D698 UNDER AND WITHIN THE INFLUENCE OF ALL OTHER IMPERVIOUS AREAS, AND A MINIMUM OF 90% STANDARD LABORATORY DENSITY PER ASTM D698 IN ALL LANDSCAPE AREAS.
6. EROSION CONTROL SHALL BE PROVIDED PRIOR TO ANY DISTURBANCES. SEE EROSION CONTROL PLANS FOR ADDITIONAL SPECIFICATIONS AND DETAILS.
7. PROVIDE TOPSOIL RESPREAD PER THE FOLLOWING UNLESS OTHERWISE NOTED:
   A. 4" MINIMUM IN GRASS OR SOD AREAS.
   B. 6" MINIMUM IN PLANTING AREAS.
   C. 12" MINIMUM IN LANDSCAPE ISLANDS.
8. ALL TOPSOIL TO BE FRIABLE (NOT COHESIVE), WEED FREE, AND FREE OF ROCKS, LARGE ROOTS AND UNNATURAL DEBRIS.
9. ALL GRADING IS TO BE CONSTRUCTED TO WITHIN A TOLERANCE OF 0.10' OF THE PROPOSED ELEVATIONS. SEE PAVEMENT SPECIFICATIONS FOR PAVEMENT TOLERANCES.



TYPE "C" BARRIER CURB

1. PROVIDE HAND TOOLED CONTRACTION JOINTS EVERY 15' O.C.
2. PROVIDE EXPANSION JOINTS EVERY 45' O.C.

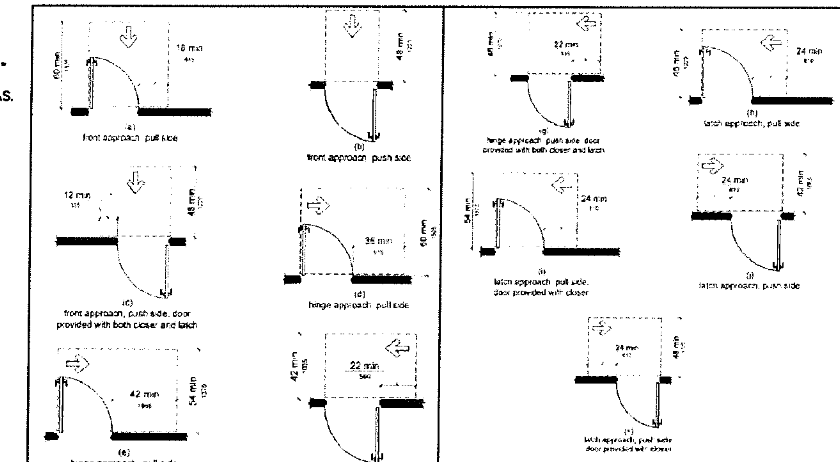


Figure 404.2.4.1 Maneuvering Clearances at Manual Swinging Doors and Gates

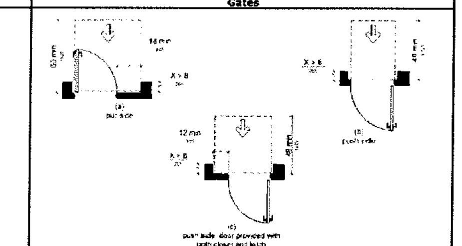
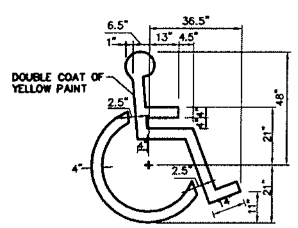
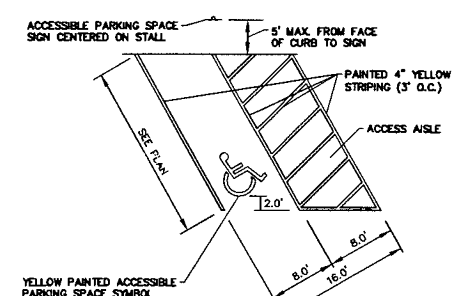


Figure 404.2.4.3 Maneuvering Clearances at Recessed Doors and Gates



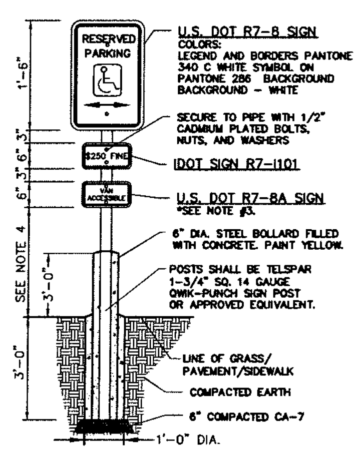
ACCESSIBLE PARKING SPACE SYMBOL

1. SYMBOL IS CENTERED ON WIDTH OF PARKING STALL AND 2' FROM THE END OF THE STALL.



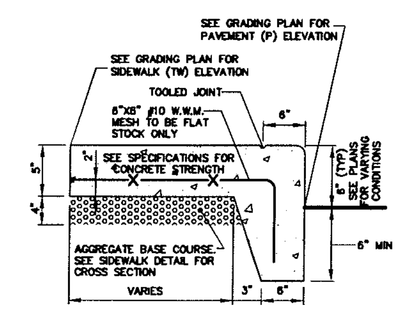
ACCESSIBLE PARKING SPACE DETAIL

1. STRIPING COLOR TO BE APPROVED BY THE LOCAL JURISDICTION.
2. VAN ACCESSIBLE STALLS SHALL HAVE THE ACCESS AISLE LOCATED ON THE PASSENGER SIDE.
3. ADJACENT PARKING SPACES SHALL NOT SHARE A COMMON ACCESS AISLE.
4. PARKING STALL AND ACCESS AISLE WIDTHS ARE MEASURED FROM CENTER OF STRIPE TO CENTER OF STRIPE.



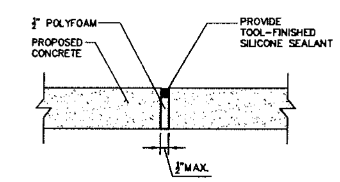
ACCESSIBLE PARKING SPACE BOLLARD SIGN DETAIL

1. [illegible] A MUNICIPALITY BY [illegible] ACTUAL AMOUNT OF [illegible] BE ON A SEPARATE [illegible] COMBINED WITH THE [illegible]
2. [illegible] BE OMITTED WHERE [illegible] MADE TO POINT IN ONLY ONE DIRECTION. THE ARROW MAY ALSO BE REPLACED BY "TIME" SUCH AS 9 AM–5 PM WHERE A PART TIME RESTRICTION EXISTS.
3. ONE IN EVERY SIX ACCESSIBLE SPACES, BUT NOT LESS THAN ONE, SHALL BE DESIGNATED "VAN ACCESSIBLE".
4. THE LOWEST BOTTOM EDGE OF THE LOWEST REQUIRED SIGN SHALL BE MOUNTED AT 60" ABOVE FINISHED GRADE.
5. COLORS FOR BOTH IDOT SIGN R7-I101 AND USDOT R7-8A, LEGEND AND BORDERS–GREEN NON-REFLECTORIZED (PANTONE 340C) BACKGROUND–WHITE REFLECTORIZED



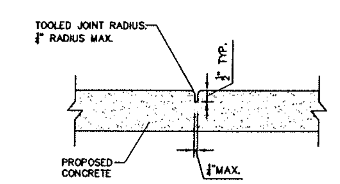
TURNED DOWN EDGE SIDEWALK

1. PROVIDE TOOLED JOINTS AT 5' O.C.
2. PROVIDE CONTRACTION JOINTS AT 15' O.C.
3. PROVIDE EXPANSION JOINTS AT 45' O.C.
4. ROUND EXPOSED CORNERS WITH 1/2" RADIUS.



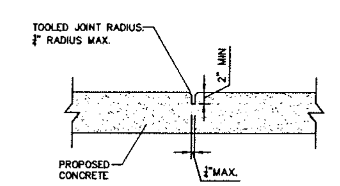
CONCRETE EXPANSION JOINT

N.T.S.



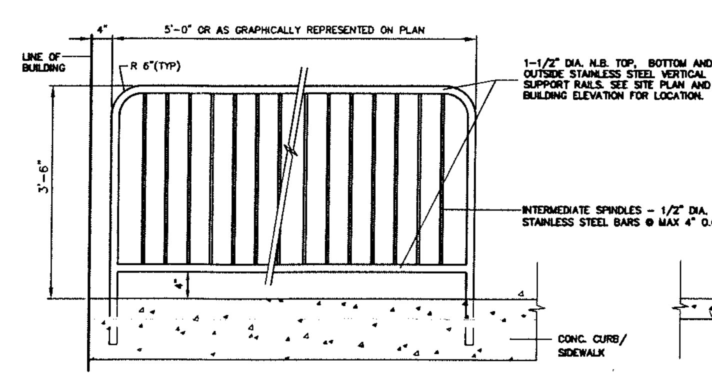
CONCRETE TOOLED JOINT

N.T.S.

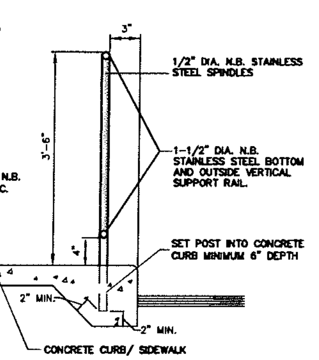


CONCRETE CONTRACTION JOINT

N.T.S.



ELEVATION



SECTION

GUARD RAIL DETAIL

1. LOCATION SUBJECT TO ADA MANEUVERING CLEARANCE REQUIREMENTS.
2. THE GUARD RAIL IS INTENDED TO PROVIDE A PHYSICAL BARRIER WHERE INDICATED ON THE PLANS AND IS NOT INTENDED FOR USE AS A HANDRAIL.
3. POSTS TO BE PROVIDED EVERY 5'.
4. GUARDRAILS SHALL BE DESIGNED IN ORDER TO WITHSTAND A LINEAR LOAD OF 50 POUNDS PER LINEAR FOOT AS WELL AS TO RESIST A CONCENTRATED LOAD OF 200 POUNDS IN ACCORDANCE WITH SECTION 4.5.1 OF LATEST EDITION OF ASCE 7.
5. ALTERNATE GUARD RAIL MATERIALS AND COLORS TO BE APPROVED BY MCDONALD'S CONSTRUCTION MANAGER.
6. CONTRACTOR TO PROVIDE SHOP DRAWINGS TO MCDONALD'S CONSTRUCTION MANAGER FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION OF GUARDRAILS.

J:\dwgs\17jobs\17079\17079.dwg, 17079

PROJECT DETAILS AND SPECIFICATIONS

NO.	REVISIONS	DATE

Prepared For:

McDonald's
711 Jorie Blvd., 3rd Floor
Oak Brook, IL 60523

McDONALD'S – WHEELING
1200 South Milwaukee Avenue
Wheeling, Illinois

Prepared By:

Watermark Engineering Resources, LTD
2631 Ginger Woods Parkway, Suite 100, Aurora, IL 60502
phone 630-375-1800 fax 630-236-8800 www.watermark-engineering.com

RECEIVED MAY 25 2018

CHECKED BY: J. MILLER
DESIGN BY: K. SACK
DRAWN BY: S. SMAK
DATE: APRIL 13, 2018
SCALE: NONE
PROJECT NO.: 17-079

PROJECT DETAILS AND SPECIFICATIONS

C-4

LC #12-0602

BOUNDARY AND TOPOGRAPHIC SURVEY

BY

GENTILE AND ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

550 E. ST. CHARLES PLACE
LOMBARD, ILLINOIS 60148
PHONE : (630) 916-6262

P.I.N. 03-24-200-132-0000

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF MILWAUKEE AVENUE WITH THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE WEST ALONG SAID NORTH LINE, 185.00 FEET; THENCE SOUTH AT RIGHT ANGLES TO SAID NORTH LINE, 259.20 FEET; THENCE NORTHEASTERLY ALONG A LINE DRAWN AT RIGHT ANGLES TO THE CENTERLINE OF MILWAUKEE AVENUE THROUGH A POINT ON SAID CENTERLINE, 155.00 FEET (AS MEASURED ALONG SAID CENTERLINE) SOUTHEASTERLY OF THE INTERSECTION OF SAID CENTERLINE WITH THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 278.25 FEET TO THE CENTERLINE OF MILWAUKEE AVENUE; THENCE NORTHEASTERLY ALONG SAID CENTERLINE, 155.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO

THAT PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF MILWAUKEE AVENUE WITH THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE WEST ALONG SAID NORTH LINE, 185.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH AT RIGHT ANGLES TO SAID NORTH LINE, 217.50 FEET; THENCE WEST AT RIGHT ANGLES, 20.00 FEET; THENCE NORTH AT RIGHT ANGLES, 217.50 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 24; THENCE EAST ALONG SAID NORTH LINE, 20.00 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF MILWAUKEE AVENUE WITH THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE SOUTH 25 DEGREES, 21 MINUTES, 48 SECONDS EAST ALONG SAID CENTERLINE, 155.00 FEET; THENCE SOUTH 64 DEGREES, 38 MINUTES, 12 SECONDS WEST AT RIGHT ANGLES TO SAID CENTERLINE, 33.00 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING SOUTH 64 DEGREES, 38 MINUTES, 12 SECONDS WEST, 75.00 FEET; THENCE SOUTH 25 DEGREES, 21 MINUTES, 48 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 30.00 FEET; THENCE NORTH 64 DEGREES, 38 MINUTES, 12 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 56.00 FEET; THENCE SOUTH 70 DEGREES, 21 MINUTES, 48 SECONDS EAST, 26.87 FEET TO A POINT ON A LINE DRAWN 33.00 FEET SOUTHWESTERLY OF, MEASURED PERPENDICULARLY THERETO, AND PARALLEL WITH THE AFORESAID CENTERLINE OF MILWAUKEE AVENUE; THENCE NORTH 25 DEGREES, 21 MINUTES, 48 SECONDS WEST ALONG SAID PARALLEL LINE, 49.00 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM THE ABOVE DESCRIBED PARCELS, THAT PART TAKEN BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CONDEMNATION CASE 02L050017.

TOTAL AREA SURVEYED: 40,847.6946 sq. ft. (0.9377 acres)
AREA OF PARCEL 1: 38,417.1946 sq. ft. (0.8819 acres)
AREA OF PARCEL 2: 2,430.5000 sq. ft. (0.0558 acres)

COMMONLY KNOWN AS: 1200 S. MILWAUKEE AVENUE, WHEELING.

STORM SEWER STRUCTURES

1) CATCH BASIN
RIM = 638.72
24" CMP NE INV=632.22
24" CMP SW INV=632.22

2) INLET
RIM = 638.56
12" RCP SW INV=635.96

3) INLET
RIM = 638.77
12" RCP NW INV=635.42
12" RCP NE INV=635.42

4) INLET
RIM = 638.74
12" RCP SE INV=634.89
12" RCP NE INV=634.86

5) CATCH BASIN
RIM = 638.74
12" RCP SW INV=634.74
12" RCP NE INV=634.74

6) STORM SEWER MH
RIM = 639.93
12" RCP SW INV±632.43
SUMP±627.93

7) CATCH BASIN
RIM = 638.79

8) CURB CATCH BASIN
FLOW LINE = 639.04

9) MANHOLE
RIM = 639.59

10) CATCH BASIN
RIM = 639.59

SANITARY SEWER STRUCTURES

1) GREASE TRAP (FULL)
RIM = 639.77
4" VCP SW INV±636.77
SW INV INACCESSIBLE

2) SANITARY SEWER MH
RIM = 639.52
8" VCP SW INV±633.77
4" VCP NW INV±635.22
NE INV INACCESSIBLE

3) SANITARY SEWER MH
RIM = 640.03
8" VCP NW INV=632.78

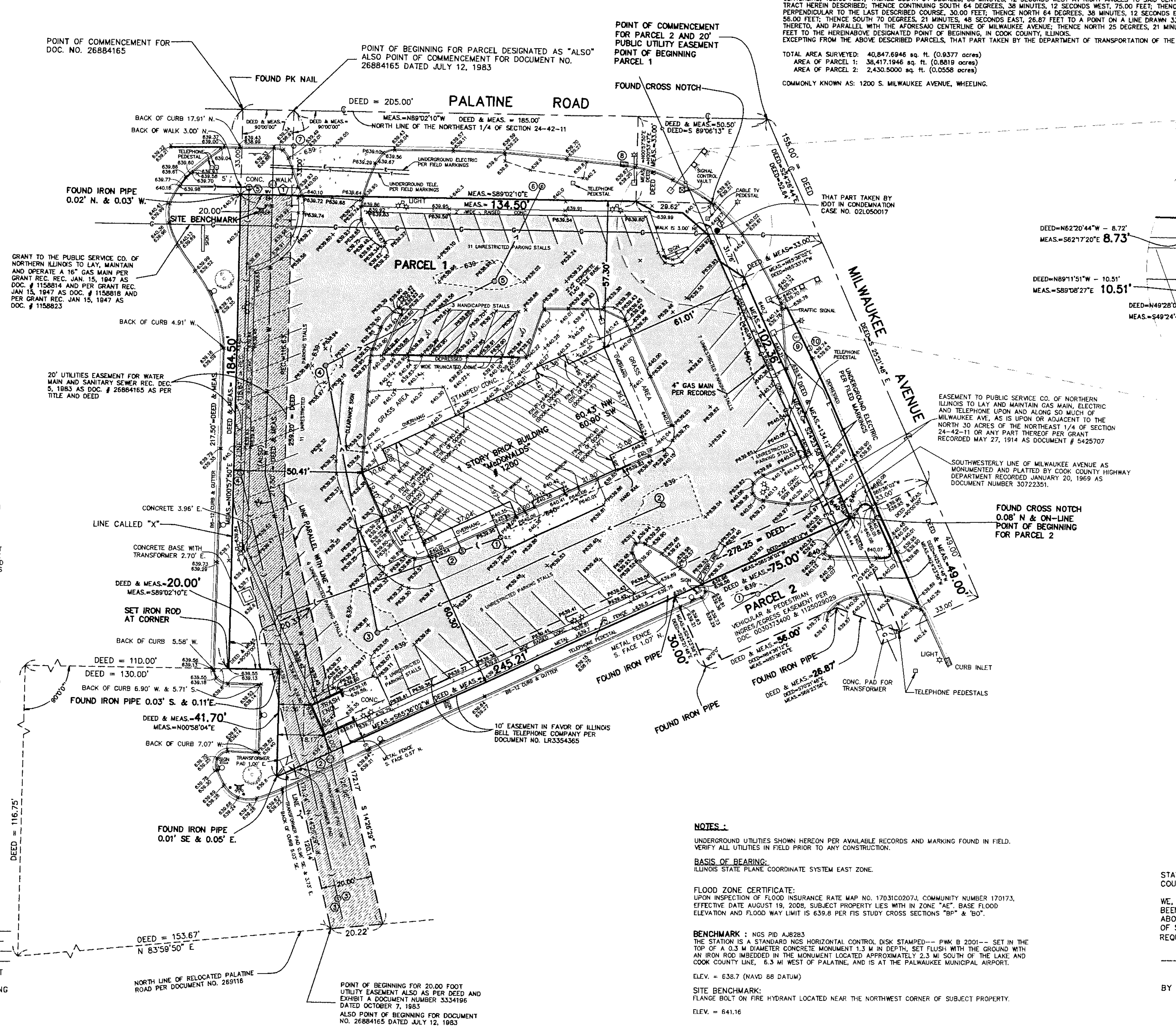
4) SANITARY SEWER MH
RIM = 639.92
8" VCP N INV=633.36
8" VCP SE INV=633.32

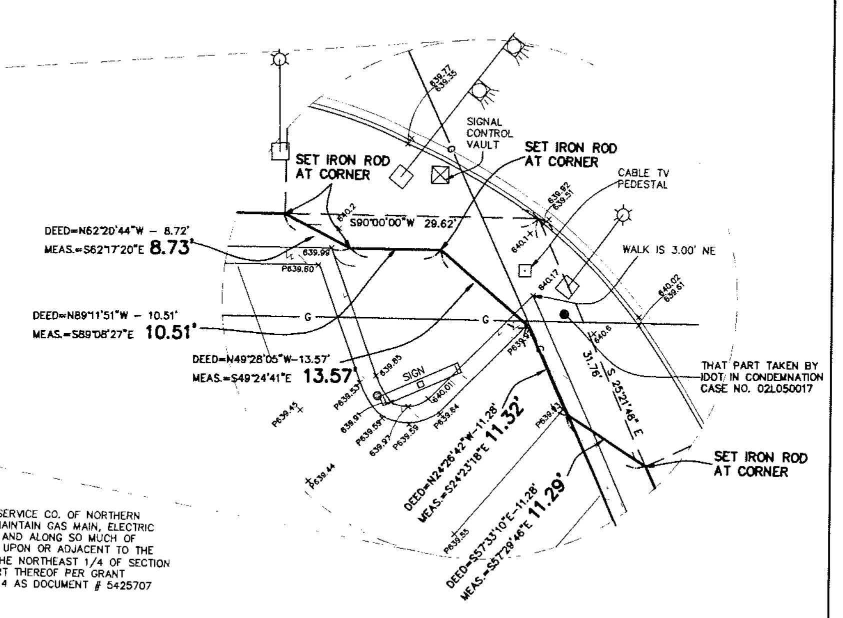
5) SANITARY SEWER MH
RIM = 639.97
8" VCP W INV=633.87
8" VCP S INV=633.77

WATER VALVE VAULT

1) WATER VALVE VAULT
RIM = 640.01
TOP OF 12" PIPE=634.33

2) WATER VALVE VAULT
RIM = 639.77
TOP OF 12" PIPE=633.27





LEGEND

LIGHT POLE WITH ARM
LIGHT POLE
SIGN POST
UTILITY POLE
FIRE HYDRANT
WATER SERVICE SHUTOFF VALVE
CLOSED COVER DRAINAGE STRUCTURE
OPEN COVER DRAINAGE STRUCTURE
CURB INLET/CATCH BASIN
SANITARY SEWER MANHOLE
WATER SHUTOFF VALVE WITH 8" CASING
GT. GREASE TRAP
BOLLARD
TRAFFIC SIGNAL LIGHT
GAS SERVICE SHUTOFF VALVE
ASPHALT PAVEMENT
CONCRETE PAVEMENT
TREE WITH TRUNK DIAM. SIZE
UNDERGROUND ELECTRIC
STORM SEWER
SANITARY SEWER
GAS MAIN
WATER MAIN
XXX.X GROUND ELEVATION
PXXX.XX, XXX.XX PAVEMENT ELEVATION
FIN/FL = FINISHED FLOOR ELEVATION
20' UTILITIES EASEMENT FOR WATER MAIN AND SANITARY SEWER REC. DEC. 5, 1983 AS DOC. NO. 26884165
UNRECORDED DECLARATION OF RESTRICTIVE COVENANT DATED MAY 18, 1983 MADE BY JERRY CAIRO, RESTRICTING THE USE OF THE LAND FOR THE SOLE PURPOSE OF VEHICULAR AND PEDESTRIAN INGRESS, EGRESS AND VEHICULAR PARKING
BRICK PAVERS

20 FOOT EASEMENT FOR UTILITIES:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF MILWAUKEE AVENUE WITH THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE 205.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, AT RIGHT ANGLES TO SAID NORTH LINE, ALONG A LINE HEREINAFTER DESIGNATED LINE "X", 217.50 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG A LINE DRAWN PARALLEL WITH SAID NORTH LINE 110.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST AT RIGHT ANGLES TO SAID NORTH LINE, 116.75 FEET TO A POINT ON THE NORTH LINE OF RELOCATED PALATINE ROAD AS DESCRIBED IN PARCEL C OF THE INSTRUMENT FILED JUNE 29, 1982 AS NO. 269116; THENCE NORTH 83 DEGREES 59 MINUTES 50 SECONDS EAST 153.67 FEET, ALONG THE NORTH LINE OF SAID RELOCATED PALATINE ROAD TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 14 DEGREES 26 MINUTES 29 SECONDS WEST 171.74 FEET ALONG A LINE HEREINAFTER DESIGNATED LINE "Y" TO THE POINT OF INTERSECTION WITH LINE "X" AFORESAID; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 118.87 FEET, ALONG SAID LINE "X", TO A POINT 33.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 20.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, AT RIGHT ANGLES TO SAID NORTH LINE AND PARALLEL WITH LINE "X" AFORESAID, 116.33 FEET, TO A POINT ON A LINE DRAWN 20.00 FEET NORTHEASTERLY OF, MEASURED PERPENDICULARLY THERETO, AND PARALLEL WITH SAID LINE "Y"; THENCE SOUTH 14 DEGREES 26 MINUTES 29 SECONDS EAST, ALONG THE LAST DESCRIBED PARALLEL LINE, 172.17 FEET , TO A POINT ON THE NORTH LINE OF RELOCATED PALATINE ROAD AFORESAID; THENCE SOUTH 83 DEGREES 59 MINUTES 50 SECONDS WEST, ALONG THE LAST MENTIONED NORTH LINE 20.22 FEET, TO THE HEREIN ABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EASEMENT FOR UTILITIES:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF MILWAUKEE AVENUE WITH THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE 185.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS, AT RIGHT ANGLES TO SAID NORTH LINE, 217.50 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG A LINE DRAWN PARALLEL TO SAID NORTH LINE, 130.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, AT RIGHT ANGLES TO SAID NORTH LINE 116.75 FEET TO A POINT ON THE NORTH LINE OF RELOCATED PALATINE ROAD AS DESCRIBED IN PARCEL C OF THE INSTRUMENT FILED JUNE 29, 1982 AS NO. 269116; THENCE NORTH 83 DEGREES 59 MINUTES 50 SECONDS EAST 153.67 FEET, ALONG THE NORTH LINE OF SAID RELOCATED PALATINE ROAD TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 14 DEGREES 26 MINUTES 29 SECONDS WEST 120.14 FEET ALONG A LINE HEREINAFTER DESIGNATED LINE "X"; THENCE NORTH 64 DEGREES 38 MINUTES 12 SECONDS EAST, ALONG A LINE DRAWN PERPENDICULARLY TO THE CENTER LINE OF MILWAUKEE AVENUE AFORESAID, 20.37 FEET, TO A POINT ON A LINE DRAWN 20 FEET NORTHEASTERLY OF, MEASURED PERPENDICULARLY THERETO, AND PARALLEL WITH SAID LINE "X"; THENCE SOUTH 14 DEGREES 26 MINUTES 29 SECONDS EAST, ALONG SAID PARALLEL LINE, 126.96 FEET, TO A POINT ON THE NORTH LINE OF RELOCATED PALATINE ROAD AFORESAID; THENCE SOUTH 83 DEGREES 59 MINUTES 50 SECONDS WEST ALONG THE LAST MENTIONED NORTH LINE 20.22 FEET, TO THE HEREIN ABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

L/C: 12-0602

BASE SCALE : 1 INCH = 20 FEET
DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF
ORDERED BY : WATERMARK ENGINEERING RESOURCES, LTD
DRAWN BY : MHG - LMH/MMG
CHECKED BY :
SURVEYED BY : OP & JT/LR-RC

COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE. FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR ABSTRACT DEED, CONTRACT AND ZONING ORDINANCE.

ORDER NO. 99-17438-18 TOPO
(McDONALD'S, 1200 S. MILWAUKEE AVE. WHEELING)

NOTES :

UNDERGROUND UTILITIES SHOWN HEREON PER AVAILABLE RECORDS AND MARKING FOUND IN FIELD. VERIFY ALL UTILITIES IN FIELD PRIOR TO ANY CONSTRUCTION.

BASIS OF BEARING:
ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE.

FLOOD ZONE CERTIFICATE:
UPON INSPECTION OF FLOOD INSURANCE RATE MAP NO. 17031C0207J, COMMUNITY NUMBER 170173, EFFECTIVE DATE AUGUST 19, 2008, SUBJECT PROPERTY LIES WITH IN ZONE "AE". BASE FLOOD ELEVATION AND FLOOD WAY LIMIT IS 639.8 PER FIS STUDY CROSS SECTIONS "BP" & "BO".

BENCHMARK : NGS PID AJ8283
THE STATION IS A STANDARD NGS HORIZONTAL CONTROL DISK STAMPED-- PWK B 2001-- SET IN THE TOP OF A 0.3 M DIAMETER CONCRETE MONUMENT 1.3 M IN DEPTH, SET FLUSH WITH THE GROUND WITH AN IRON ROD IMBEDDED IN THE MONUMENT LOCATED APPROXIMATELY 2.3 MI SOUTH OF THE LAKE AND COOK COUNTY LINE, 6.3 MI WEST OF PALATINE, AND IS AT THE PALWAUKEE MUNICIPAL AIRPORT.

ELEV. = 638.7 (NAVD 88 DATUM)

SITE BENCHMARK:
FLANGE BOLT ON FIRE HYDRANT LOCATED NEAR THE NORTHWEST CORNER OF SUBJECT PROPERTY.

ELEV. = 641.16

STATE OF ILLINOIS
COUNTY OF DuPAGE S.S.

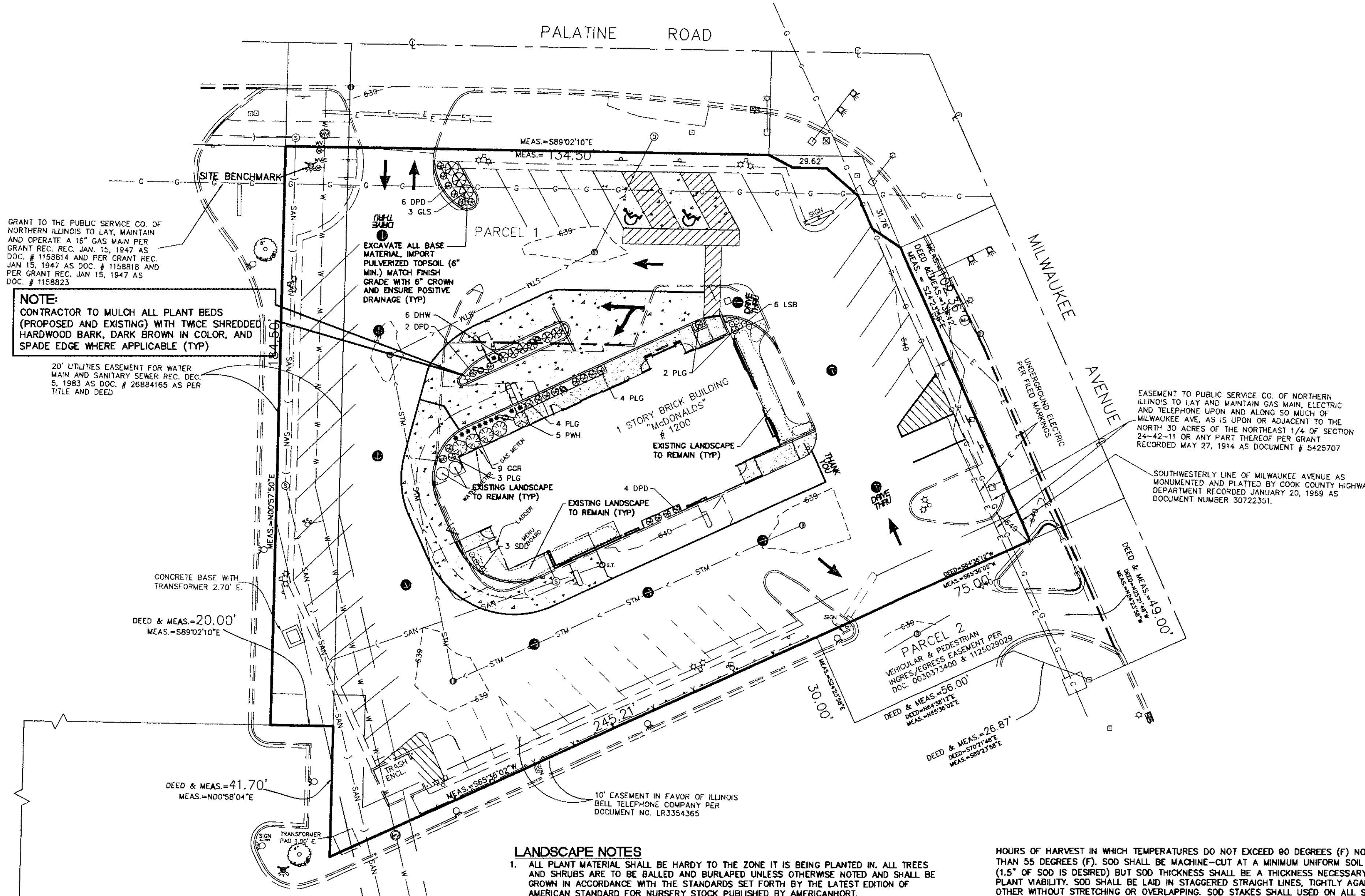
WE, GENTILE AND ASSOCIATES, INC., HEREBY CERTIFY THAT A SURVEY HAS BEEN MADE AT AND UNDER MY DIRECTION, OF THE PROPERTY DESCRIBED ABOVE, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PLAT CONFORMS TO THE MINIMUM STANDARD REQUIREMENTS FOR A BOUNDARY SURVEY.

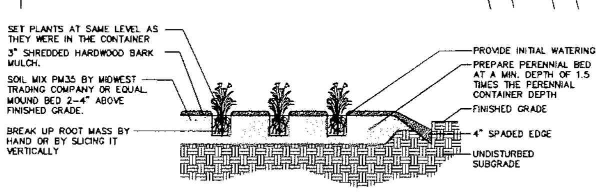
JANUARY 8, A.D. 2018

BY :

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2925
MY LICENSE EXPIRES NOVEMBER 30, 2018
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.002870

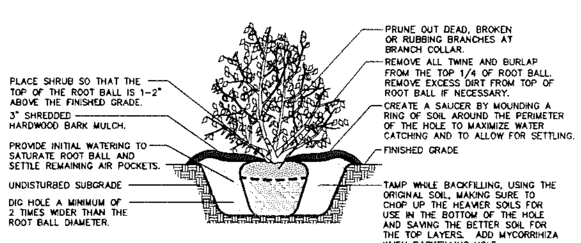
RECEIVED MAY 25 2018





PERENNIAL PLANTING DETAIL

NOT TO SCALE. USE ONLY ZONE HARDY PLANT MATERIAL.



SHRUB PLANTING DETAIL

NOT TO SCALE. USE ONLY ZONE HARDY PLANT MATERIAL.

GENERAL NOTES:

1. THESE PLANS ARE BASED ON THE BOUNDARY AND TOPOGRAPHIC SURVEY (SURVEY PROJECT #99-17438-18 DATED 01/08/2018) PREPARED BY: GENTILE AND ASSOCIATES, INC. 550 E. ST. CHARLES PLACE, LOMBARD, ILLINOIS 60148 (630) 916-6262
2. PRIOR TO CONSTRUCTION, CONTRACTOR TO CONTACT THE DESIGN ENGINEER AND ARCHITECT TO VERIFY THAT THEY ARE WORKING FROM THE MOST CURRENT SET OF PLANS AND SPECIFICATIONS.

ON SITE PARKING DATA

PROPOSED REGULAR SPACES	40
PROPOSED ADA ACCESSIBLE SPACES	2
PROPOSED TOTAL SPACES	42
EXISTING REGULAR SPACES	47
EXISTING ADA ACCESSIBLE SPACES	3
EXISTING TOTAL SPACES	50

SITE DATA

LOT AREA	=	38,417 S.F. (0.88 AC.)
BUILDING AREA	=	4,342 S.F.
F.A.R.	=	0.11

PLANT LIST

FLOWERING AND EVERGREEN SHRUBS

QTY.	ABRV.	BOTANICAL NAME	COMMON NAME	SIZE
5	PWH	Hydrangea quercifolia 'Pee Wee'	Pee Wee Oakleaf Hydrangea	5 Gal.
3	GLS	Rhus aromatica 'Grow-Low'	Grow-Low Sumac	5 Gal.
6	DHW	Weigela x 'Dark Horse'	Dark Horse Weigela	3 Gal.

PERENNIALS, ORNAMENTAL GRASS AND GROUNDCOVERS

QTY.	ABRV.	BOTANICAL NAME	COMMON NAME	SIZE
13	PLG	Eragrostis spectablis	Purple Lovegrass	1 Gal.
9	GGR	Geranium 'Gerwat' Rozanne	Rozanne Geranium	1 Gal.
3	SDD	Hemerocallis 'Stella de' Oro	Stella de Oro Daylily	1 Gal.
6	LSB	Rudbeckia speciosa (fulgida) var. sullivantii	Showy Black Eyed Susan	1 Gal.
12	DPD	Sporobolus heterolepis 'Tara'	Dwarf Prairie Dropseed	1 Gal.

LANDSCAPE NOTES

1. ALL PLANT MATERIAL SHALL BE HARDY TO THE ZONE IT IS BEING PLANTED IN. ALL TREES AND SHRUBS ARE TO BE BALLED AND BURLAPED UNLESS OTHERWISE NOTED AND SHALL BE GROWN IN ACCORDANCE WITH THE STANDARDS SET FORTH BY THE LATEST EDITION OF AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY AMERICANHORT.
2. PLANT SIZES CALLED OUT ON THIS PLAN ARE THE MINIMUM SIZE REQUIRED. PLANTS WHICH FAIL TO MEET THE SIZES LISTED, SHALL BE REJECTED AT THE EXPENSE OF THE CONTRACTOR.
3. CONTRACTOR MUST VERIFY ALL MATERIAL QUANTITIES AS DEPICTED ON THE DRAWING. THE PLANT LIST PROVIDED ON THIS PLAN IS FOR CONVENIENCE ONLY.
4. SUBSTITUTIONS MAY NOT BE MADE WITHOUT THE APPROVAL OF THE LANDSCAPE ARCHITECT/DESIGNER.
5. THE CONTRACTOR SHALL NOTIFY ALL APPROPRIATE AGENCIES AND UTILITY LOCATORS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOT BEGIN ANY WORK ON-SITE UNTIL ALL UTILITIES HAVE BEEN LOCATED. CONTRACTOR SHALL OBTAIN "AS-BUILT" PLANS FOR ALL IRRIGATION AND LIGHTING PRIOR TO CONSTRUCTION.
6. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL UTILITIES INCLUDING IRRIGATION AND LIGHTING. ALL DAMAGE SHALL BE REPAIRED TO A NEW CONDITION IN ACCORDANCE WITH ALL CODES AT NO COST TO THE OWNER – SEE NOTE 5.
7. ALL UNSUITABLE MATERIAL (CONCRETE, AGGREGATE STONE, CRUSHED ASPHALT, BRICK ETC.) SHALL BE REMOVED, INCLUDING HAUL OFF, PRIOR TO PLANTING AND SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
8. SOIL MIX PM35 BY MIDWEST TRADING COMPANY OR EQUAL SHALL BE ROTOTILLED INTO ALL PERENNIAL AND ANNUAL PLANTING BEDS PRIOR TO THE INSTALLATION OF THE PLANT MATERIAL. A SLOW RELEASE, GRANULAR FERTILIZER SHALL BE APPLIED TO ALL ANNUAL AND PERENNIAL PLANTING BEDS AT THE RECOMMENDED RATE, AND SHALL BE ROTOTILLED IN WITH THE ABOVE SOIL MIXTURE BEFORE THE PLANT MATERIAL IS INSTALLED.
9. CONTRACTOR TO PROVIDE THOROUGH INITIAL WATERING OF ALL PLANTINGS WITHIN 12 HOURS OF INSTALLATION TO ENSURE ALL AIR POCKETS HAVE BEEN REMOVED AROUND ROOT BALL.
10. ALL PLANT BED AREAS ARE TO BE MULCHED WITH 3" OF DOUBLE SHREDDED HARDWOOD MULCH AND SHALL BE SEPARATED WITH A SPADE EDGE ALONG PERIMETERS ADJACENT TO TURF AREAS. FINAL GRADE (AFTER SETTLING) SHALL BE 1" BELOW ADJACENT CURBS.
11. ALL TURF AREAS ARE TO BE A MINIMUM OF A FIVE WAY BLUEGRASS BLEND, UNLESS OTHERWISE NOTED. CONTRACTOR IS RESPONSIBLE FOR WATERING ALL INSTALLED TURF AREAS UNTIL TIME OF KNITTING. IF TURF SEED AND SOD OCCUR ON THE SAME PROJECT, CONTRACTOR SHALL VERIFY AND USE SEED MIXTURES TO MATCH SOD.
12. AREAS TO BE SODDED SHALL BE WITH AN "APPROVED TURFGRASS SOD" OF PREMIUM GRADE. SOD SHALL BE A 5 WAY BLEND OF IMPROVED KENTUCKY BLUEGRASS VARIETIES THAT HAS BEEN GROWN LOCALLY TO THE PROJECT SITE. SOD MUST BE MATURED FOR 2 FULL GROWING SEASONS PRIOR TO HARVEST CUTTING AND BE HEALTHY WITH WELL ESTABLISHED ROOTS. SOD SHALL BE FREE OF DISEASE, INSECTS AND DEBRIS. SOD SHALL BE UNIFORM IN LEAF COLOR, TEXTURE, AND DENSITY. SOD SHALL BE DELIVERED, INSTALLED, AND WATERED WITHIN 24 HOURS OF HARVEST IN WHICH TEMPERATURES DO NOT EXCEED 90 DEGREES (F) NOR LESS THAN 55 DEGREES (F). SOD SHALL BE MACHINE-CUT AT A MINIMUM UNIFORM SOIL THICKNESS (1.5" OF SOD IS DESIRED) BUT SOD THICKNESS SHALL BE A THICKNESS NECESSARY FOR PLANT VIABILITY. SOD SHALL BE LAID IN STAGGERED STRAIGHT LINES, TIGHTLY AGAINST EACH OTHER WITHOUT STRETCHING OR OVERLAPPING. SOD STAKES SHALL USED ON ALL SLOPES 4:1 OR GREATER.
13. CONTRACTOR SHALL REPAIR ALL DISTURBED AREAS (INTENDED OR UNINTENDED) AT A MINIMUM, TO THE ORIGINAL CONDITION UNLESS OTHERWISE NOTED.
14. THE EXISTING PLANT MATERIAL SHOWN ON THIS PLAN IS INTENDED SOLELY TO IDENTIFY THEM AS OBSERVED IN THE FIELD. THIS PLAN DOES NOT MAKE ANY CLAIMS ABOUT THE CONDITION OR SAFETY OF ANY OF THE PLANT MATERIAL DESCRIBED HEREIN OR OBSERVED IN THE FIELD.
15. ALL TRANSPLANTED PLANT MATERIAL MUST BE INSTALLED IMMEDIATELY UPON EXTRACTION FROM IT'S ORIGINAL LOCATION, UNLESS SPECIFIC ARRANGEMENTS HAVE BEEN MADE WITH THE LANDSCAPE ARCHITECT/DESIGNER. SHOULD IT BECOME UNREASONABLE TO TRANSPLANT ANY OF THE PLANT MATERIAL AS DESCRIBED IN THIS PLAN, DUE TO SITE CONSTRAINTS OR OTHERWISE, CONTRACTOR IS RESPONSIBLE FOR CONTACTING LANDSCAPE ARCHITECT/DESIGNER TO MAKE ALTERNATIVE ARRANGEMENTS.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE HEALTH AND VIABILITY OF THE PROPOSED PLANT MATERIAL INCLUDING WATERING, PROTECTION FROM PHYSICAL DAMAGE FROM THE TIME PLANT IS SELECTED THROUGH IT'S INSTALLATION.
17. CONTRACTOR IS RESPONSIBLE FOR ALL PLANT MATERIAL REMAINING PLUMB UNTIL THE END OF THE GUARANTEE PERIOD. PLANTS MAY NOT BE STAKED UNLESS APPROVED BY THE LANDSCAPE ARCHITECT/DESIGNER.
18. CONTRACTOR TO GUARANTEE PLANT MATERIAL AND LABOR FOR A MINIMUM OF ONE YEAR FROM THE TIME OF INSTALLATION.
19. THE CONTRACTOR IS RESPONSIBLE FOR BECOMING FAMILIAR WITH AND ABIDING BY THE LANDSCAPE ORDINANCES FOR THE SPECIFIC JURISDICTION IN WHICH THE WORK IS TAKING PLACE.
20. BIDDERS SHALL BE RESPONSIBLE FOR EXAMINING THE SITE, PRIOR TO PREPARING BID, TO BECOME FAMILIAR WITH THE SPECIFIC SITE CONSTRAINTS.
21. ALL EXISTING ON-SITE PLANT MATERIAL NOT EFFECTED BY CONSTRUCTION OR THE PROPOSED LANDSCAPE, SHALL BE BE PROTECTED AS PART OF THIS PLAN. EXISTING LANDSCAPE IN AREAS OF CONSTRUCTION AND PROPOSED LANDSCAPE SHALL BE REMOVED AS PART OF THIS PLAN.
22. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY FOR THE COMPLETION OF ALL THE ITEMS SHOWN ON THE PLANS.
23. IF IRRIGATION IS DEEMED NECESSARY, THE DESIGN AND INSTALLATION OF THE IRRIGATION SYSTEM SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR. AN IRRIGATION PLAN ALONG WITH AN AS BUILT OF THE IRRIGATION SYSTEM SHALL BE PREPARED FOR OWNER REVIEW AND APPROVAL. CONTRACTOR SHALL GUARANTEE PERFORMANCE, PARTS, AND LABOR FOR A PERIOD OF 1 YEAR FROM THE DATE OF FINAL APPROVAL.
24. IF EXISTING IRRIGATION IS PRESENT ON SITE, CONTRACTOR SHALL ADJUST, ADD TO, OR SUBTRACT FROM, THE EXISTING IRRIGATION SYSTEM TO ACCOMMODATE ANY PROPOSED ALTERATIONS/ADDITIONS TO THE EXISTING LANDSCAPE. CONTRACTOR SHALL PROVIDE THE OWNER AN AS BUILT OF THE IRRIGATION SYSTEM AND ALL CHANGES TO THE SYSTEM AFFECTED BY THIS PROJECT.
25. PROVIDE TOPSOIL RE-SPREAD PER THE FOLLOWING UNLESS OTHERWISE NOTED:
    A. 4" MINIMUM IN GRASS OR SOD AREAS
    B. 6" MINIMUM IN PLANTING AREAS
    C. 12" MINIMUM IN LANDSCAPE ISLANDS

Call Before You Dig
JULIE ILLINOIS ONE-CALL SYSTEM
Simply Call 811

LICENSED LANDSCAPE ARCHITECT
KENNETH M. PRICE
157-001488
STATE OF ILLINOIS

LANDSCAPE PLAN
DESIGNED BY
KENNETH M. PRICE, RLA

20 0 10 20 40 80

LANDSCAPE PLAN

Prepared For:

McDonald's
711 Jorie Blvd., 3rd Floor
Oak Brook, IL 60523

McDONALD'S - WHEELING
1200 South Milwaukee Avenue
Wheeling, Illinois

Prepared By:

Watermark Engineering Resources, Ltd.
2831 Ginger Woods Parkway, Suite 100, Aurora, IL 60502
phone 630-375-1600 fax 630-236-9600 www.watermark-engineering.com

CHECKED BY:	J. MILLER
DESIGN BY:	K. SACK
DRAWN BY:	S. SMAK
DATE:	APRIL 13, 2018
SCALE:	1" = 20'
PROJECT NO.:	17-079

L-1

LC #12-0602

LANDSCAPE PLAN

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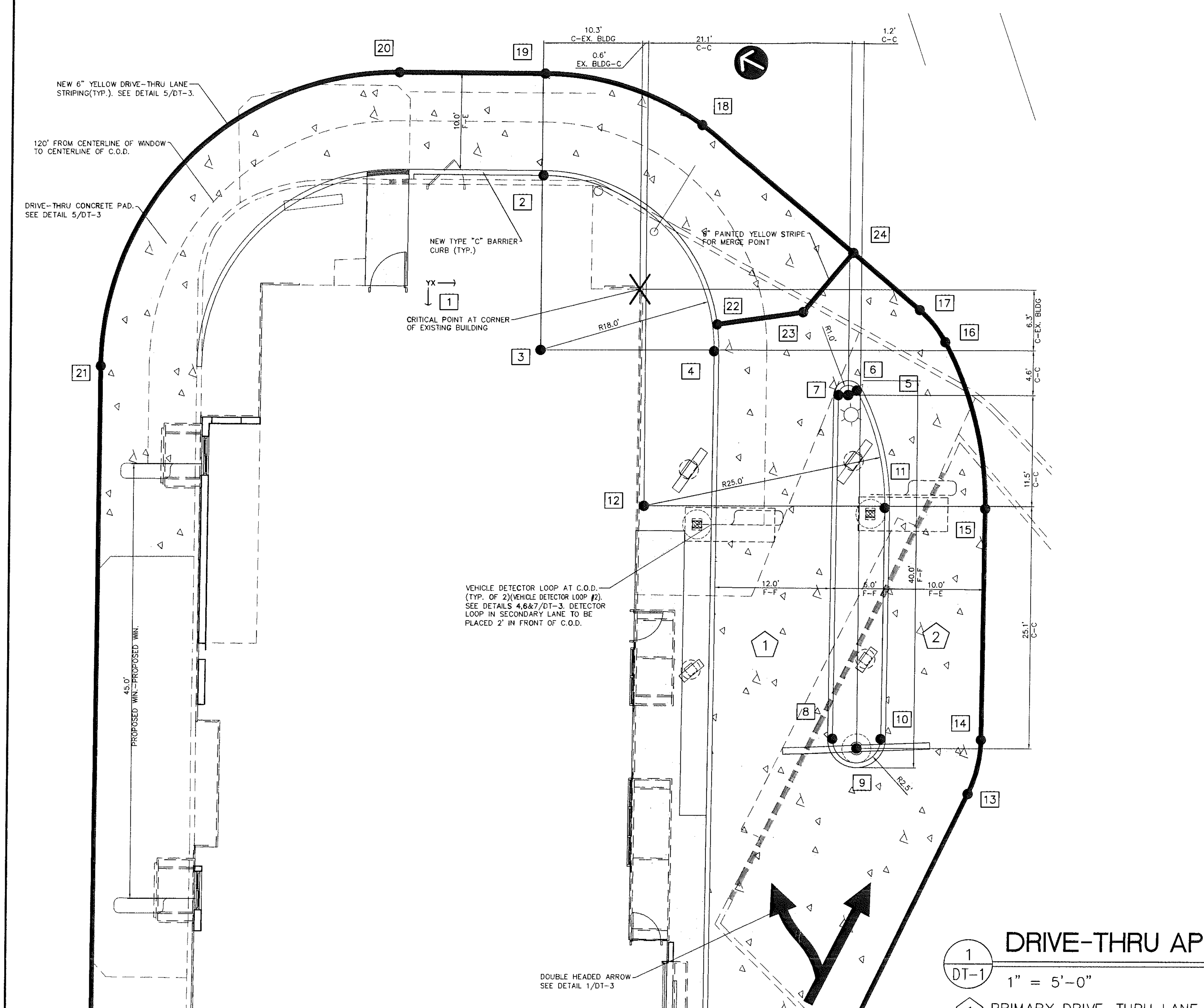

DRIVE-THRU APPROACH

1 / DT-1 1" = 5'-0"

1 PRIMARY DRIVE-THRU LANE

2 SECONDARY DRIVE-THRU LANE

5 0 2.5 5 10 20

GENERAL NOTES:

1. THE REGIONAL CONSTRUCTION MANAGER IS TO REVIEW AND APPROVE ALL DRIVE-THRU LAYOUTS. A DRIVE-THRU IS FINAL, AND CONSIDERED "RED", ONCE APPROVED. NO CHANGES ARE TO BE MADE AFTER THIS POINT.
2. DUE TO THE EXACT GEOMETRY REQUIRED FOR THE EFFICIENT OPERATION OF THIS DRIVE-THRU LAYOUT, IT IS RECOMMENDED THAT ALL DRIVE-THRU EQUIPMENT AND PAVEMENT IMPROVEMENTS TO BE FIELD LOCATED BY A LICENSED SURVEYOR.
3. THE PLACEMENT OF THE CODs AND ANY ADDITIONAL SIGNAGE SHOULD BE SUCH THAT IT PREVENTS, OR MINIMIZES, BLOCKING THE CUSTOMER'S VIEW OF THE MENU BOARD WHILE ORDERING.
4. THESE DIMENSIONS ARE CRITICAL TO THE FUNDAMENTAL LAYOUT OF THE SIDE BY SIDE DESIGN.
5. IF DIMENSIONS ARE MODIFIED CONTACT DESIGN ENGINEER IMMEDIATELY.
6. VERIFY WITH SUPPLIER OF DRIVE-THRU EQUIPMENT THAT MOST CURRENT EQUIPMENT IS BEING UTILIZED.

COORDINATES

Pavement

	X	Y	DESCRIPTION
1	0.00'	0.00'	CRITICAL STARTING POINT FOR ALL COORDINATES
2	-10.12'	-11.74'	TO BACK OF CURB AT START OF RADIUS
3	-10.26'	6.26'	TO CENTER OF RADIUS(18')
4	7.74'	6.39'	TO BACK OF CURB AT END OF RADIUS
5	22.59'	10.41'	TO BACK OF CURB AT START OF RADIUS
6	21.71'	10.89'	TO CENTER OF RADIUS(1')
7	20.71'	10.88'	TO BACK OF CURB AT END OF RADIUS
8	20.46'	46.41'	TO BACK OF CURB AT START OF RADIUS
9	22.95'	47.43'	TO CENTER OF RADIUS(2.5')
10	25.46'	46.45'	TO BACK OF CURB AT END OF RADIUS
11	25.63'	22.54'	TO BACK OF CURB AT START OF RADIUS
12	0.63'	22.36'	TO CENTER OF RADIUS(25')
13	34.65'	52.12'	TO STRIPING/CONCRETE
14	35.96'	46.52'	TO STRIPING/CONCRETE
15	36.13'	22.61'	TO STRIPING/CONCRETE
16	31.81'	5.40'	TO STRIPING/CONCRETE
17	29.10'	2.08'	TO STRIPING/CONCRETE
18	6.28'	-16.94'	TO STRIPING/CONCRETE
19	-10.04'	-22.24'	TO STRIPING/CONCRETE
20	-25.15'	-22.35'	TO STRIPING/CONCRETE
21	-55.88'	7.94'	TO STRIPING/CONCRETE
22	8.05'	3.62'	TO MERGE POINT STRIPING
23	16.96'	2.34'	TO MERGE POINT STRIPING
24	22.10'	-3.79'	TO MERGE POINT STRIPING

DATE | REVISIONS | NO.

Prepared For:

McDonald's
711 Jorie Blvd., 3rd Floor
Oak Brook, IL 60523

McDONALD'S - WHEELING
1200 South Milwaukee Avenue
Wheeling, Illinois

Prepared By:

Watermark Engineering Resources, LTD.
2631 Ginger Woods Parkway, Suite 100, Aurora, IL 60502
phone 630-375-1800 fax 630-236-9800 www.watermark-engineering.com

CHECKED BY: J. MILLER
DESIGN BY: K. SACK
DRAWN BY: S. SIMAK
DATE: APRIL 13, 2018
SCALE: 1" = 5'
PROJECT NO.: 17-079

DRIVE-THRU PAVEMENT PLAN

DRIVE-THRU PAVEMENT PLAN

DT-1

LC #12-0602

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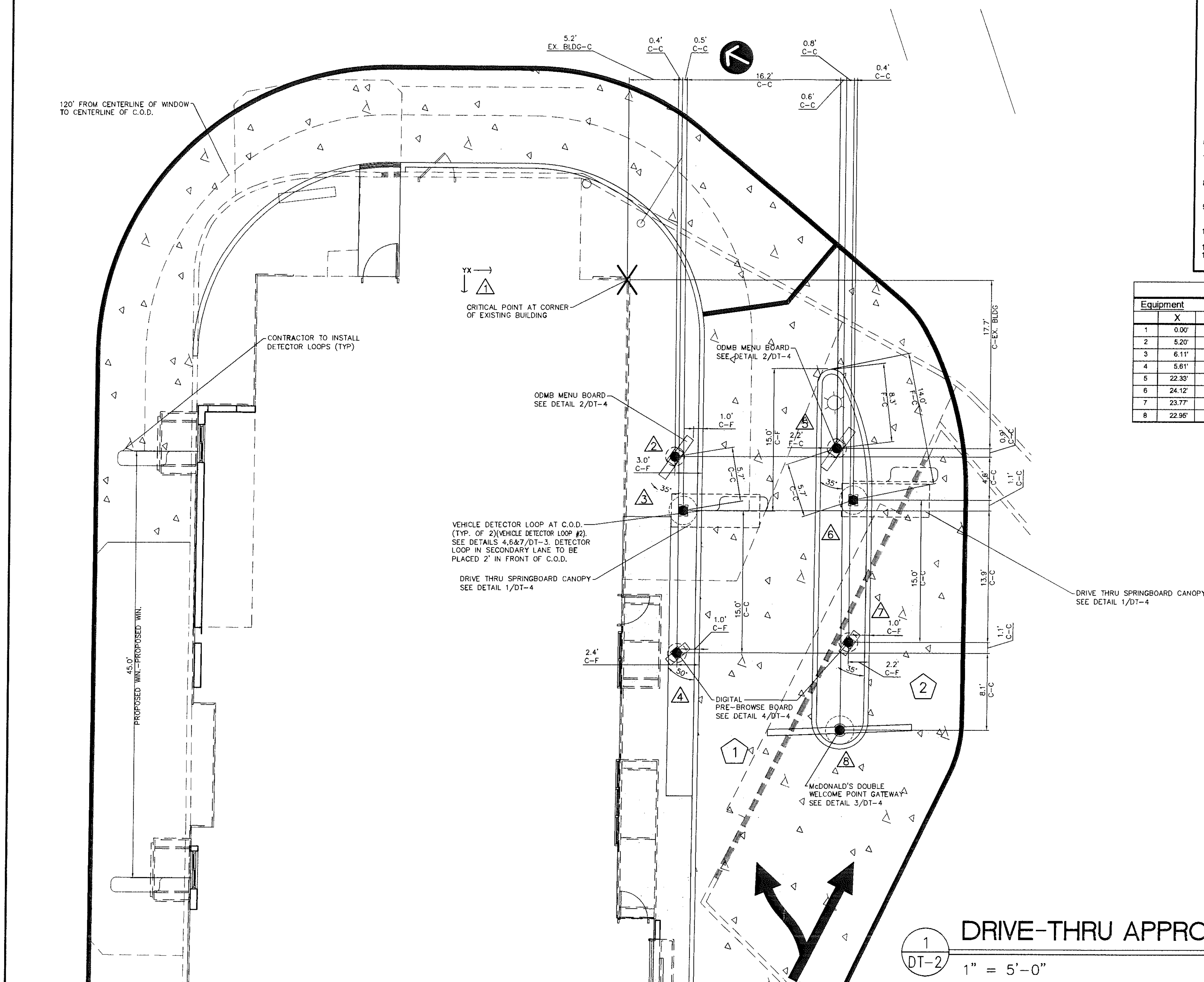

DRIVE-THRU APPROACH

1 / DT-2

1" = 5'-0"

1 PRIMARY DRIVE-THRU LANE

2 SECONDARY DRIVE-THRU LANE

5 0 2.5 5 10 20

GENERAL NOTES:

1. THE LOCATION AND ORIENTATION OF MENU BOARDS WERE DETERMINED BY THE SIGHT LINES OF THE CARS. THE CARS WERE POSITIONED ACCORDING TO THE MAX. AMOUNT OF CARS DURING A PEAK PERIOD. ALL DIMENSIONS SHOWN ARE BASED UPON PROTOTYPICAL LAYOUTS SHOWN. ACTUAL DIMENSIONS TO BE BASED ON SITE SPECIFIC CONFIGURATIONS AND THE REQUIREMENTS OF NOTE 2.
2. MENU BOARD IS ORIENTATED FOR VIEWING BY CAR 7 (PRIMARY USER) AND CAR 8 (SECONDARY USER).
3. PROVIDE TWO CIRCUITS FOR MENU BOARD AND PRE-VIEW BOARDS. ONE CIRCUIT FOR LIGHTS AND ONE CIRCUIT WITH LOCK FOR MOTOR AND CONTROLLER. REFER TO ARCHITECTURAL/ELECTRICAL PLANS FOR TERMINATION OF CONDUIT RUNS INSIDE BUILDING.
4. ALL GALVANIZED ANCHOR BOLTS TO BE SUPPLIED AND INSTALLED BY THE CONTRACTOR.
5. PLACEMENT NOTE: THE PLACEMENT OF THE CUSTOMER ORDER DISPLAY SHOULD BE SUCH THAT IT DOES NOT BLOCK THE VIEWING OF THE MENU BOARD FROM THE DRIVER'S VANTAGE POINT.
6. VERIFICATION NOTE: VERIFY ALL DRIVE-THRU EQUIPMENT WITH McDONALD'S PROJECT MANAGER AND OPERATIONS MANAGER BEFORE PROCEEDING.
7. THE REGIONAL CONSTRUCTION MANAGER IS TO REVIEW AND APPROVE ALL DRIVE-THRU LAYOUTS. A DRIVE-THRU IS FINAL, AND CONSIDERED "RED", ONCE APPROVED. NO CHANGES ARE TO BE MADE AFTER THIS POINT.
8. DUE TO THE EXACT GEOMETRY REQUIRED FOR THE EFFICIENT OPERATION OF THIS DRIVE-THRU LAYOUT, IT IS RECOMMENDED THAT ALL DRIVE-THRU EQUIPMENT AND PAVEMENT IMPROVEMENTS TO BE FIELD LOCATED BY A LICENSED SURVEYOR.
9. THE PLACEMENT OF THE CODs AND ANY ADDITIONAL SIGNAGE SHOULD BE SUCH THAT IT PREVENTS, OR MINIMIZES, BLOCKING THE CUSTOMER'S VIEW OF THE MENU BOARD WHILE ORDERING.
10. THESE DIMENSIONS ARE CRITICAL TO THE FUNDAMENTAL LAYOUT OF THE SIDE BY SIDE DESIGN.
11. IF DIMENSIONS ARE MODIFIED CONTACT DESIGN ENGINEER IMMEDIATELY.
12. VERIFY WITH SUPPLIER OF DRIVE-THRU EQUIPMENT THAT MOST CURRENT EQUIPMENT IS BEING UTILIZED.

COORDINATES

Equipment

	X	Y	DESCRIPTION
1	0.00'	0.00'	CRITICAL STARTING POINT FOR ALL COORDINATES
2	5.20'	18.60'	TO CENTER OF ODMB MENU BOARD
3	6.11'	24.28'	TO CENTER OF DRIVE THRU SPRINGBOARD CANOPY
4	5.61'	39.30'	TO CENTER OF DIGITAL PRE-BROWSE BOARD
5	22.33'	17.70'	TO CENTER OF ODMB MENU BOARD
6	24.12'	23.16'	TO CENTER OF DRIVE THRU SPRINGBOARD CANOPY
7	23.77'	38.16'	TO CENTER OF DIGITAL PRE-BROWSE BOARD
8	22.95'	47.43'	TO CENTER OF FOUNDATION OF DOUBLE WELCOME POINT GATEWAY

DATE | REVISIONS | NO.

Prepared For:

McDonald's
711 Jorie Blvd., 3rd Floor
Oak Brook, IL 60523

McDONALD'S - WHEELING
1200 South Milwaukee Avenue
Wheeling, Illinois

Prepared By:

Watermark Engineering Resources, LTD
2631 Ginger Woods Parkway, Suite 100, Aurora, IL 60502
phone 630-375-1800 fax 630-236-9800 www.watermark-engineering.com

CHECKED BY: J. MILLER
DESIGN BY: K. SACK
DRAWN BY: S. SIMAK
DATE: APRIL 13, 2018
SCALE: 1" = 5'
PROJECT NO.: 17-079

DRIVE-THRU EQUIPMENT PLAN

DT-2

LC #12-0602

DRIVE-THRU EQUIPMENT PLAN

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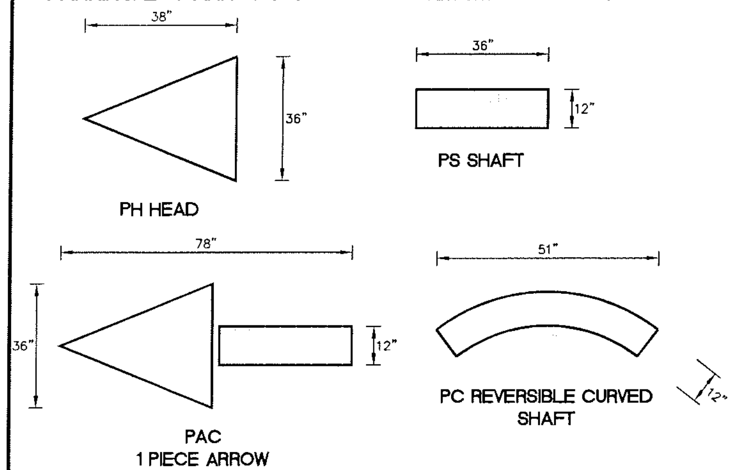
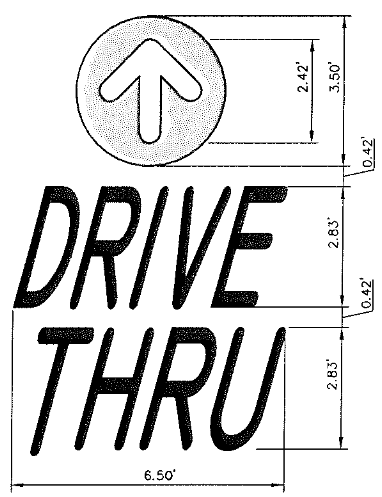
PARKING LOT ARROWS (MEETS NO STATE OR FEDERAL DESIGN STANDARDS)



1/DT-3 TYPICAL PAVEMENT MARKING DETAIL

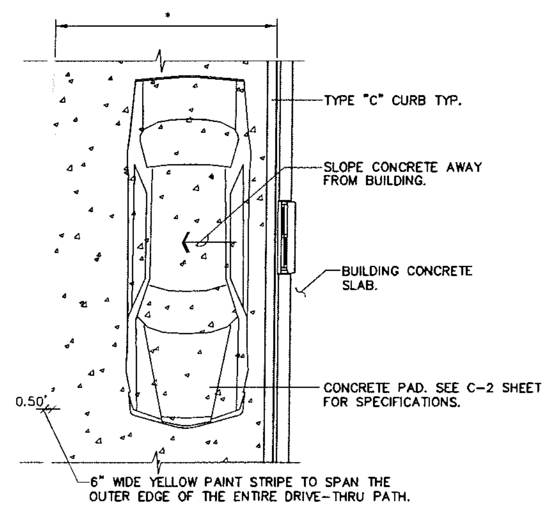


NOTE: ALL TEXT AND ARROW SHALL BE PAINTED YELLOW.

2/DT-3 PAINTED 'DRIVE-THRU' WITH ARROW DETAIL

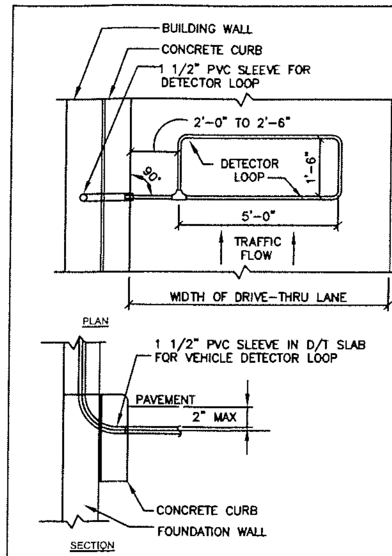
NOTE: ALL TEXT SHALL BE PAINTED YELLOW.

3/DT-3 PAINTED 'THANK-YOU' DETAIL

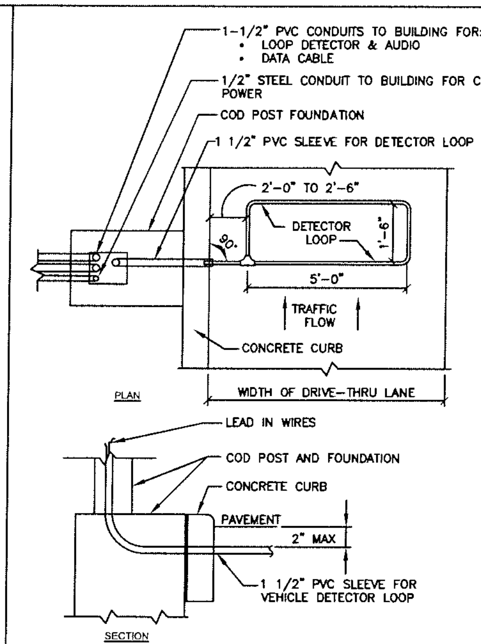


* FOR DIMENSIONS OF DRIVE-THRU LANE CONCRETE PAD, SEE C-2 SHEET FOR SPECIFICATIONS.

5/DT-3 DRIVE-THRU CONCRETE PAD DETAIL



B - DT WINDOW DETECTOR LOOP

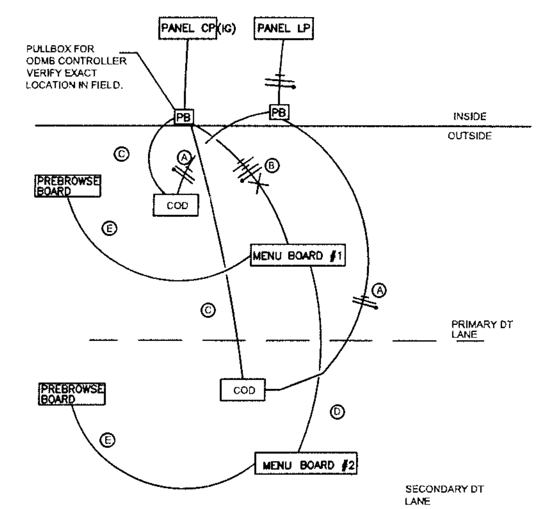


A - C.O.D. DETECTOR LOOP

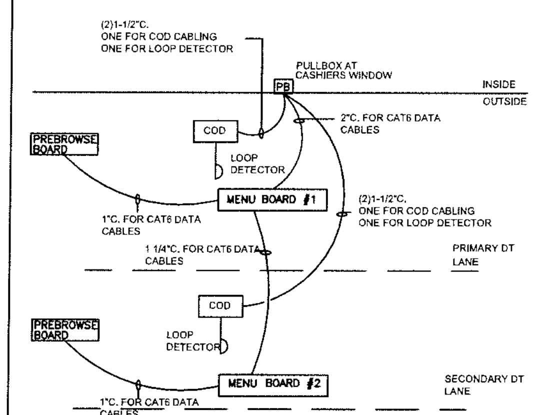
NOTES

1. VERIFY CONDUIT SIZES AND LAYOUT WITH DETECTOR LOOP MANUFACTURER.
2. CENTER VEHICLE DETECTOR LOOP IN DRIVE THRU LANE. INSTALL PER MFR. RECOMMENDATIONS.
3. NO STEEL (REBAR OR ELECTRICAL WIRE) SHALL BE USED WITHIN 2' OF LOOP.
4. DETECTOR LOOP MANUFACTURERS:
DETECTOR LOOPS MAY BE BY ONE OF THE FOLLOWINGS COMPANIES OR EQUAL.
3M: 1-800-328-0033
HME: 1-800-848-4468
5. DETECTOR LOOP MATERIAL:
PVC TUBING 1/2" I.D. 100 PSI LOOP MADE FROM ONE LENGTH OF THIN FOURTEEN GAUGE STRANDED WIRE. LEAD-IN IS PRE-TWISTED AT FACTORY.
6. DETECTOR LOOP CONSTRUCTION:
FORMED WITH ONE CONTINUOUS LENGTH OF PVC WITH NO SHARP CORNERS AS DETAILED. WIRE LOOPED, FORMED, & PIGTAILED AS DETAILED.

4/DT-3 DETECTOR LOOP DETAILS
NOT TO SCALE



6/DT-3 DRIVE THRU POWER DIAGRAM
NOT TO SCALE



7/DT-3 DT LOW VOLTAGE CONDUIT DIAGRAM
NOT TO SCALE

NOTE:

* VERIFY EXACT CIRCUITS & QUANTITIES OF CIRCUITS WITH PANEL SCHEDULES AND MANUFACTURERS INSTALLATION INSTRUCTIONS.

FOR EXISTING LOCATIONS:
* VERIFY EXISTING CP PANEL HAS AMPACITY AND SUFFICIENT SPARES/SPACE FOR TWO (2) NEW 20A/1P CIRCUITS. UPGRADE CP PANEL TO 42 CIRCUITS IF NECESSARY.

* VERIFY EXISTING PULLBOXES ARE SIZED FOR NEW CONDUIT ROUTING. MODIFY PULLBOXES IF NECESSARY.

(A) 2#12 & 1#12 GND. TO LP-1 FOR COD CANOPY LIGHTING.

(B) 4#12 & 1#12 GND & 1#12 ISOLATED GND., TO CP FOR ISOLATED GROUND POWER TO MENUBOARDS AND MEDIA PLAYERS.

(C) 2#12 & 1#12 GND & 1#12 ISOLATED GND., TO CP FOR ISOLATED GROUND POWER TO COD'S. EACH COD SHALL BE ON ITS OWN SEPARATE CIRCUIT.

(D) 2#12 & 1#12 GND & 1#12 ISOLATED GND., TO CP FOR ISOLATED GROUND POWER TO MENUBOARDS AND MEDIA PLAYERS.

(E) 2#12 & 1#12 GND & 1#12 ISOLATED GND., TO CP FOR ISOLATED GROUND POWER TO FOR PRE-BROWSE BOARDS AND MEDIA PLAYER.

DATE | REVISIONS | NO.

Prepared For:

McDonald's
711 Jorie Blvd., 3rd Floor
Oak Brook, IL 60523

McDONALD'S - WHEELING
1200 South Milwaukee Avenue
Wheeling, Illinois

Prepared By:

Watermark Engineering Resources, Ltd.
2631 Ginger Woods Parkway, Suite 100, Aurora, IL 60502
phone 630-375-1600 fax 630-236-8600 www.watermark-engineering.com

CHECKED BY: J. MILLER
DESIGN BY: K. SACK
DRAWN BY: S. SMAK
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SCALE: NONE
PROJECT NO.: 17-079

DRIVE-THRU DETAILS

DT-3
LC #12-0602

DRIVE-THRU DETAILS

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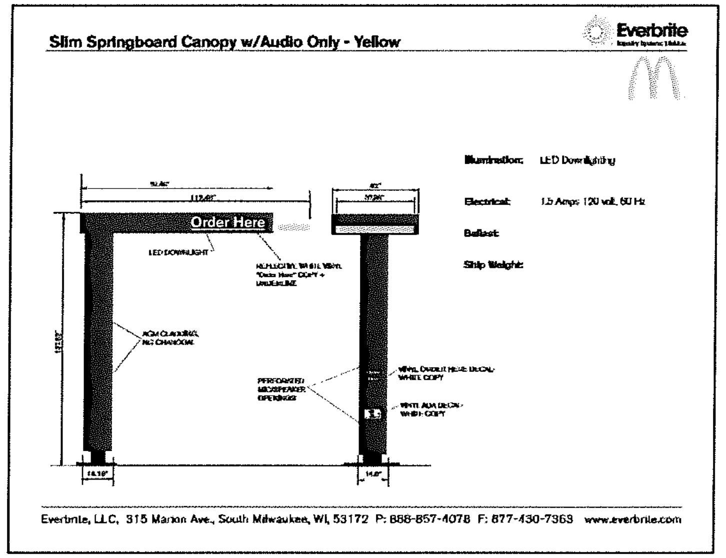
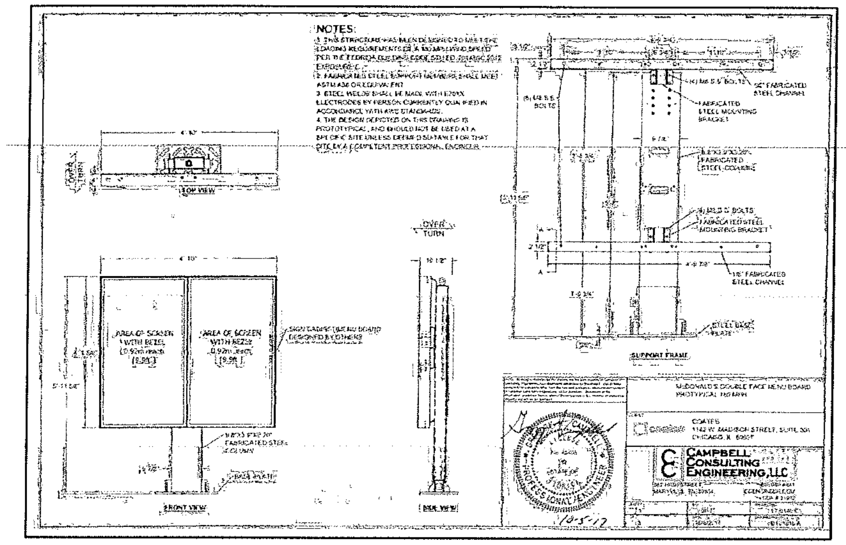
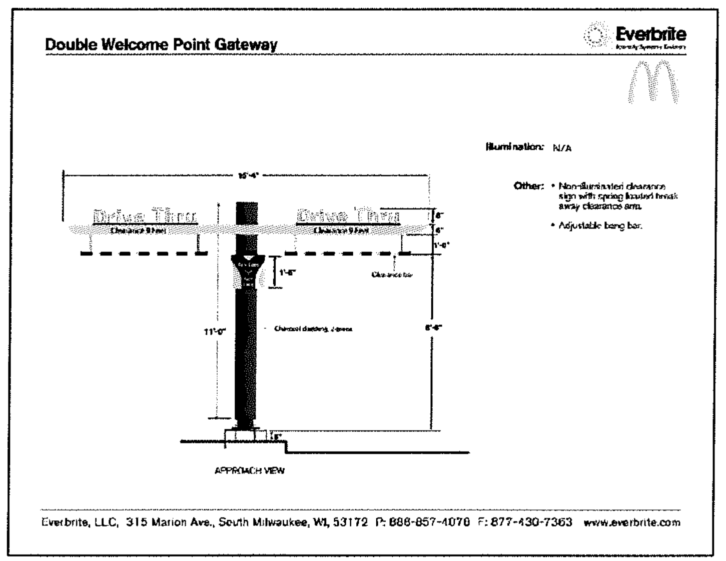


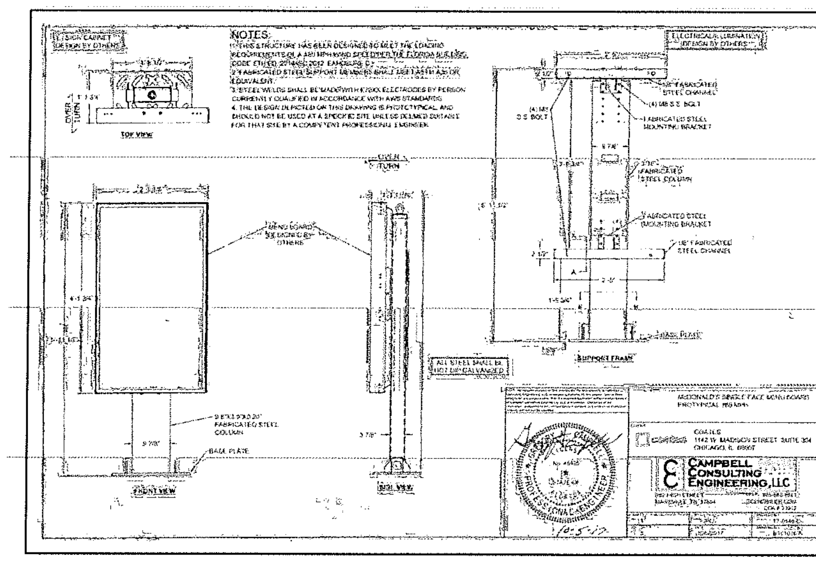
1 DT-4 DRIVE-THRU SPRINGBOARD CANOPY
SEE SHEET SSD-2 FOR FOUNDATION DETAIL



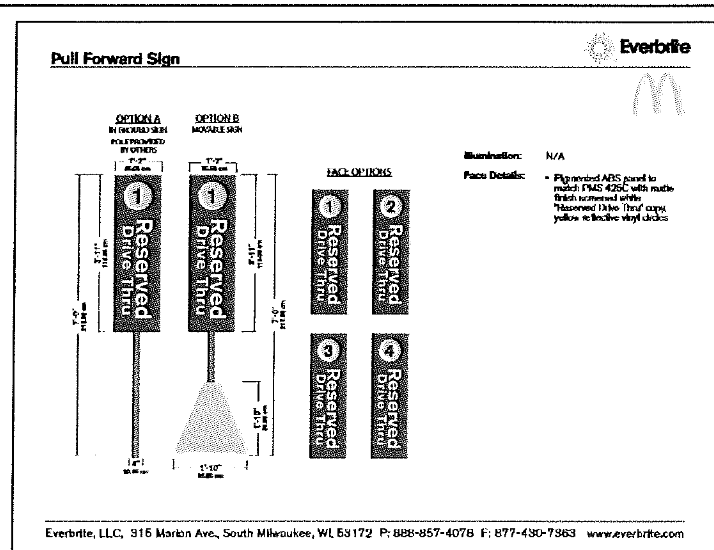
2 DT-4 ODMB MENU BOARD ELEVATIONS
SEE SHEET SSD-1 FOR FOUNDATION DETAIL



3 DT-4 DOUBLE WELCOME POINT GATEWAY
SEE SHEET SSD-2 FOR FOUNDATION DETAIL



4 DT-4 DIGITAL PRE-BROWSE BOARD
SEE SHEET SSD-1 FOR FOUNDATION DETAIL



5 DT-4 PULL FORWARD BOLLARD SIGN AND STRIPING DETAIL

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DRIVE-THRU DETAILS

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Prepared For:
McDonald's
711 Jorie Blvd., 3rd Floor
Oak Brook, IL 60523
McDONALD'S - WHEELING
1200 South Milwaukee Avenue
Wheeling, Illinois

Prepared By:
Watermark Engineering Resources, LTD.
2631 Ginger Woods Parkway, Suite 100, Aurora, IL 60502
phone 630-375-1800 fax 630-236-9800 www.watermark-engineering.com

CHECKED BY: J. MILLER
DESIGN BY: K. SACK
DRAWN BY: S. SIMAK
DATE: APRIL 13, 2018
SCALE: NONE
PROJECT NO.: 17-079

DT-4
LC #12-0602
DRIVE-THRU DETAILS

RECEIVED MAY 25 2018

STRUCTURAL NOTES:

DESIGN CODES:
- IBC 2012
- ASCE 7-10
- AASHTO "STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINARIES AND TRAFFIC SIGNALS," FIFTH EDITION, 2009
- ACI 318-08
- AISC 13TH EDITION
- AWS D1.1

MATERIAL SPECIFICATIONS:
1. CONCRETE COMPRESSIVE STRENGTH (f'c) SHALL BE A MINIMUM OF 3000psi
2. ANCHOR BOLTS SHALL BE ASTM F1554 GRADE 36 OR GRADE 55, AS NOTED, HOT DIP GALVANIZED PER ASTM F2329
3. REINFORCING STEEL SHALL BE ASTM A615 GRADE 60, SUPPLIED BY GENERAL CONTRACTOR
4. NUTS SHALL BE HEAVY HEX ASTM A563, HOT DIP GALVANIZED PER ASTM A153
5. PLATE SHALL BE ASTM A36, HOT DIP GALVANIZED PER ASTM A153
6. LOCK NUT SHALL BE HOT DIP GALVANIZED PER ASTM A153

FOUNDATION DESIGN PARAMETERS:
1. MAXIMUM WIND SPEED (3 SECOND GUST) = 90MPH
2. MINIMUM REQUIRED SOIL PARAMETERS:
   - COHESIVE SOILS:
     - SHEAR STRENGTH = 750 lbs/ft²
     - 6" MAXIMUM DEPTH OF DISTURBED SOIL OR TOP SOIL
   - COHESIONLESS SOILS:
     - ANGLE OF INTERNAL FRICTION = 27 DEGREES
     - WATER TABLE SHALL BE LOCATED BELOW THE BOTTOM OF THE FOUNDATION
     - 6" MAXIMUM DEPTH OF DISTURBED SOIL OR TOP SOIL
   - MINIMUM ALLOWABLE SOIL BEARING CAPACITY = 3,000 lbs/ft²
4. PRIOR TO FABRICATION OF MATERIALS TO BE USED AT THIS SITE, THE GENERAL CONTRACTOR SHALL EMPLOY A SOILS TESTING AGENCY TO PREPARE A SITE SPECIFIC SOIL REPORT TO ESTABLISH THE SOIL PARAMETERS NOTED ABOVE. IF THE MINIMUM PARAMETERS ARE NOT MET, THIS DESIGN SHALL NOT BE USED.
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2. TOP OF PIERS SHALL BE SLOPED SUCH THAT MOISTURE CANNOT ACCUMULATE.
3. TOP 6" OF SOIL NEGLECTED IN EMBEDMENT DEPTH CALCULATIONS, (EMBEDMENT DEPTHS SHOWN ARE FORM GRADE).
4. PROVIDE 3" MINIMUM CONCRETE COVER TO REINFORCING BARS, UNLESS NOTED OTHERWISE.
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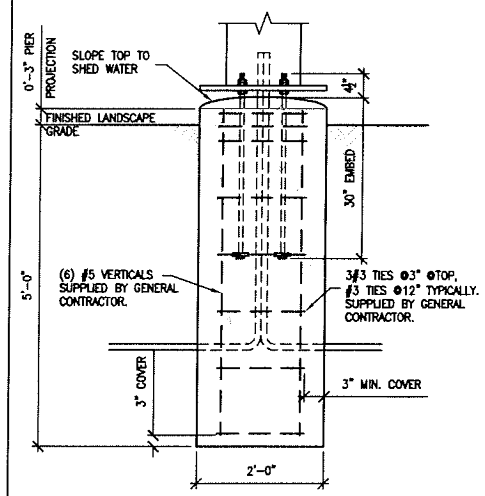
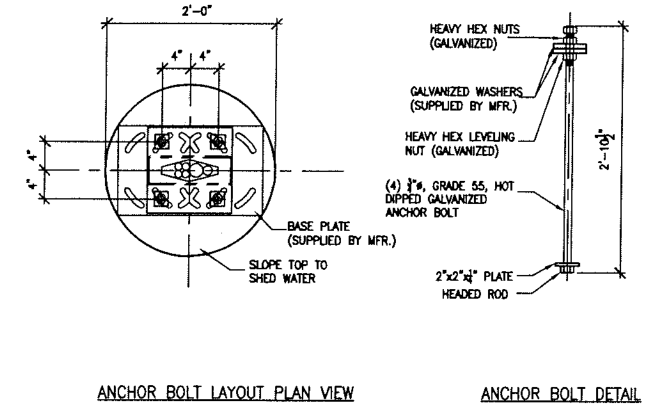
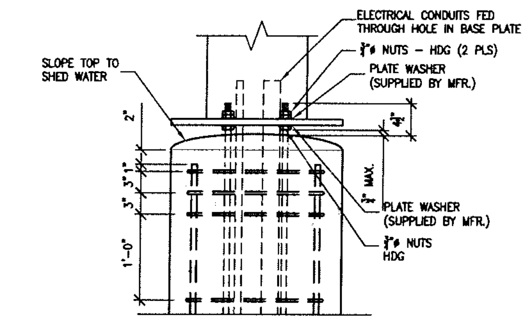


(A) FOUNDATION SECTION
3/4" = 1'-0"

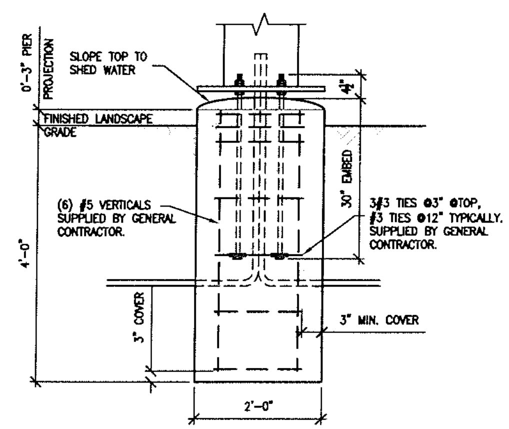


(B) ANCHOR BOLT DETAILS
1" = 1'-0"



(C) CONNECTION DETAIL
1" = 1'-0"

ODMB MENU BOARD FOUNDATION



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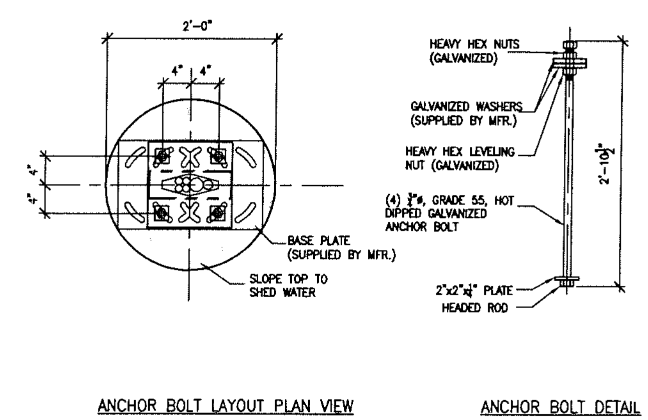

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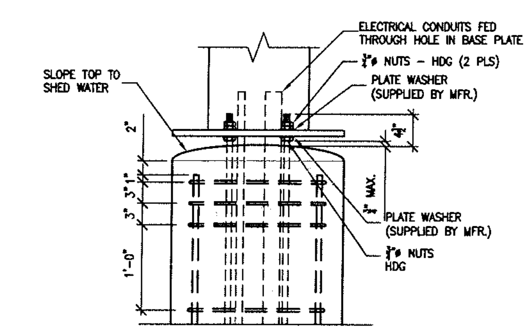

(C) CONNECTION DETAIL
1" = 1'-0"

DIGITAL PRE-BROWSE BOARD FOUNDATION

NO.	REVISIONS	DATE

Prepared For:

McDonald's
711 Jorie Blvd.
Oak Brook, IL 60523

McDONALD'S - WHEELING, IL
1200 South Milwaukee Avenue
Wheeling, Illinois

Prepared By:

SAMARTANO AND COMPANY
STRUCTURAL ENGINEERS
221 NORTH LASALLE STREET
CHICAGO ILLINOIS
60601
312.332.2328

EXPIRES: 11/30/18

CHECKED BY: SN
DESIGN BY: GM
DRAWN BY: GM
DATE: APRIL 10, 2018
SCALE: NOTED
PROJECT NO.: 17-079

SSD-1

LC #12-0602

MENU BOARD + PRE-BROWSE BOARD FOUNDATIONS

RECEIVED MAY 25 2018

STRUCTURAL NOTES:

DESIGN CODES:
- IBC 2012
- ASCE 7-10
- AASHTO "STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINARIES AND TRAFFIC SIGNALS," FIFTH EDITION, 2009
- ACI 318-08
- AISC 13TH EDITION
- AWS D1.1

MATERIAL SPECIFICATIONS:
1. CONCRETE COMPRESSIVE STRENGTH (f'c) SHALL BE A MINIMUM OF 3000psi
2. ANCHOR BOLTS SHALL BE ASTM F1554 GRADE 36 OR GRADE 55, AS NOTED, HOT DIP GALVANIZED PER ASTM F2329
3. REINFORCING STEEL SHALL BE ASTM A615 GRADE 60, SUPPLIED BY GENERAL CONTRACTOR
4. NUTS SHALL BE HEAVY HEX ASTM A563, HOT DIP GALVANIZED PER ASTM A153
5. PLATE SHALL BE ASTM A36, HOT DIP GALVANIZED PER ASTM A153
6. LOCK NUT SHALL BE HOT DIP GALVANIZED PER ASTM A153

FOUNDATION DESIGN PARAMETERS:
1. MAXIMUM WIND SPEED (3 SECOND GUST) = 90MPH
2. MINIMUM REQUIRED SOIL PARAMETERS:
   - COHESIVE SOILS:
     - SHEAR STRENGTH = 750 lbs/ft²
     - 6" MAXIMUM DEPTH OF DISTURBED SOIL OR TOP SOIL
   - COHESIONLESS SOILS:
     - ANGLE OF INTERNAL FRICTION = 27 DEGREES
     - WATER TABLE SHALL BE LOCATED BELOW THE BOTTOM OF THE FOUNDATION
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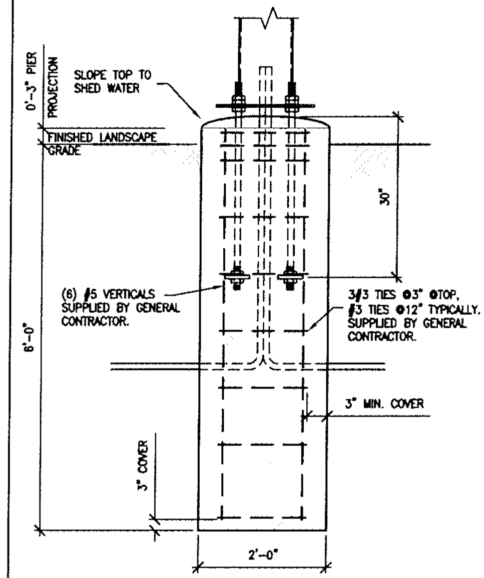

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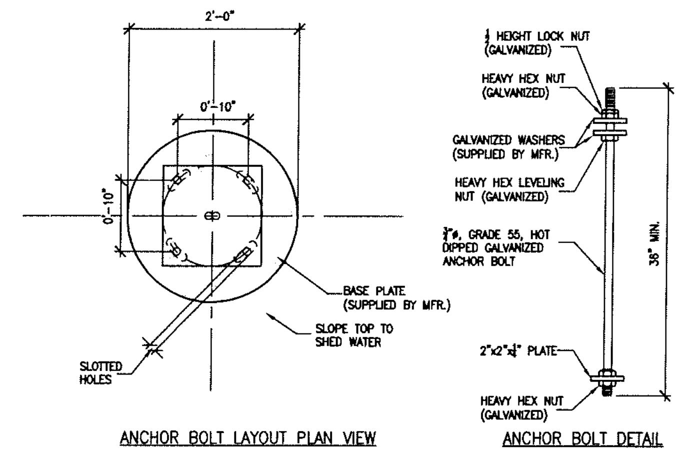
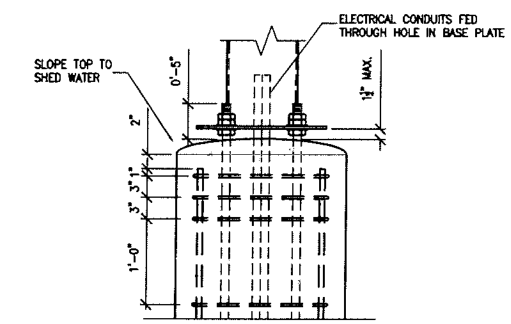
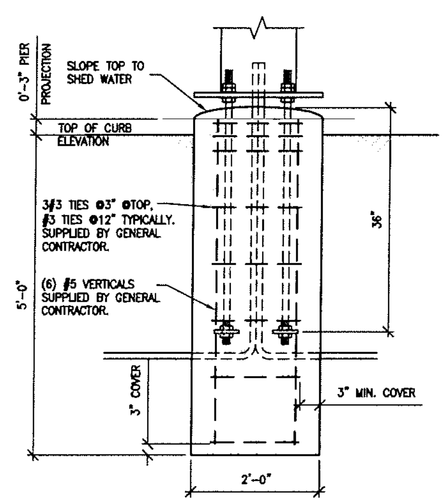


B ANCHOR BOLT DETAILS
1" = 1'-0"



C CONNECTION DETAIL
1" = 1'-0"

DOUBLE WELCOME POINT GATEWAY FOUNDATION



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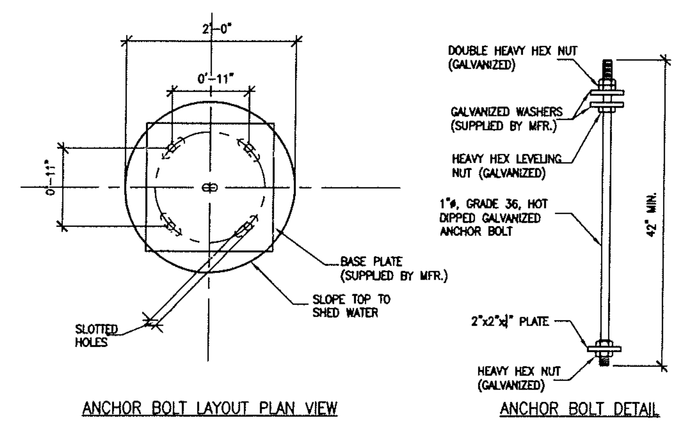

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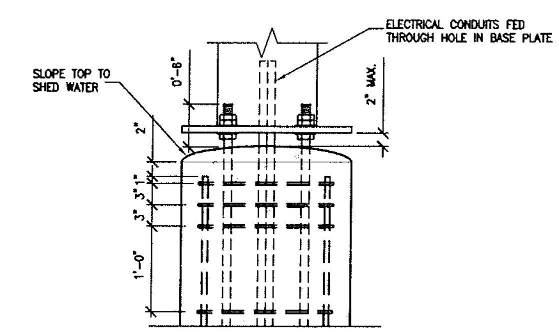

C CONNECTION DETAIL
1" = 1'-0"

DRIVE-THRU SPRINGBOARD CANOPY FOUNDATION

NO. | REVISIONS | DATE

Prepared For:
McDonald's
711 Jorie Blvd.
Oak Brook, IL 60523
McDONALD'S - WHEELING, IL
1200 South Milwaukee Avenue
Wheeling, Illinois

Prepared By:
SAMARTANO AND COMPANY
STRUCTURAL ENGINEERS
221 NORTH LASALLE STREET
CHICAGO ILLINOIS
60601
312.332.2326

EXPIRES: 11/30/18

CHECKED BY: SN
DESIGN BY: GM
DRAWN BY: GM
DATE: APRIL 10, 2018
SCALE: NOTED
PROJECT NO.: 17-079

SSD-2

LC #12-0602

WELCOME POINT GATEWAY + DRIVE THRU CANOPY FOUNDATIONS

RECEIVED MAY 25 2018

EXHIBIT

tabbies

6

Zoning Review

Date:	June 13, 2018
Reviewer:	Daniel A. Peterson, Director of Building & Development
Applicant:	City of Prospect Heights
Subject Property:	1200 S. Milwaukee Ave
Application:	ZBA #18-08 SU Amending and Existing Special Use Permit in the B2 General Commercial District (Ord. #O-83-12; #O-97-22)
Project:	McDonald's Expansion of the Drive Through Facility

Documents Reviewed:

A. Application prepared by Lingle Design Group
B. Plat of Survey dated January 8, 2018
C. Final Engineering Plans prepared by Watermark Engineering, dated April 13, 2018
D. Ordinances #O-82-12; #O-97-22

Applicable Zoning Code Sections: Special Uses: 5-10-9

Current Zoning:	B-2
Proposed:	B-2 with Permitted Special Use for a Restaurant with Drive-Through
Current Use:	Restaurant with Drive-Through and Outdoor Dining Area
Proposed:	Restaurant with Expanded Drive-Through, Eliminate Outdoor Dining
Use Area ±:	4,342 sq. ft.
Parking:	Class 16. 10 per 1000 sq. ft. = 44 Required, 44 proposed
Signage:	No changes proposed at this time.

5-10-9: SPECIAL USES:

A. Authorization: The locations, construction, extension, or structural alteration of any use for which a special use permit is required pursuant to the provisions of this title may be authorized by a permit issued by the corporate authorities, subject to the standards set forth herein, and such conditions as may be imposed pursuant to this chapter. Prior to such authorization, a public hearing shall be held and a published notice shall be given, in the manner prescribed for amendments by this title.

B. Application For Special Use: Any person owning or having interest in the subject property may file an application to use such land for one or more of the special uses provided for in this title in the zoning district in which the land is situated.

Response: **There is an existing special use for an existing restaurant with a drive-through facility (#O-83-12) and a special use for outdoor dining (#O-97-22). A complete application in on file for an expansion of the drive-through facility and elimination of the outdoor dining for the property at 1200 S. Milwaukee Ave. (McDonald's).**

C. Notice Of Hearing: The same procedure for notice of hearing as required for variations (subsection 5-10-8D of this chapter) shall be followed for special use. (Ord. 0-77-27, 7-18-1977)

Response: **Notice was published and has met the notice requirements.**

D. Notice To Property Owners: The petitioner for a special use permit shall notify all property owners within three hundred fifty feet (350'), excluding public land and rights of way, but in no event more than four hundred fifty feet (450'), in each direction of the petitioner's property lines, by certified mail or individual notice executed by said property owners, of the date, hour and location of the public hearing and the special use requested. Such notice shall be in the same form as the published public notice and shall be mailed or delivered and executed not less than fifteen (15) and not more than thirty (30) days prior to the date of the public hearing. The owners to be notified are such persons or entities which appear in the authentic tax records of Cook County. Proof of notification shall be submitted by the petitioner to the plan/zoning board of appeals no later than the day of the public hearing. (Ord. 0-06-35, 8-21-2006)

Response: **Notice has been mailed to the property owners with three hundred fifty (350') of the subject property as required.**

E. Standards: No special use shall be recommended by the plan/zoning board of appeals unless said board shall find: (Ord. 0-77-27, 7-18-1977; amd. Ord. 0-03-35, 9-15-2003)

1. That the establishment, maintenance or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare.

Response: **The proposed expansion of the drive-through facility, from 1 lane to 2 lanes, and site plan revisions appear to improve traffic flow. Applicant shall provide testimony the how the improvements will not be detrimental to or endanger the public.**

2. That the special use will not be injurious to the use and enjoyment of other property in the community for the purposes already permitted, nor diminish and impair property values within the community.

Response: **Standard is met. There is a current special use for a drive-through facility since 1983 and the expansion will not be injurious to other properties within the community.**

3. That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

Response: **Standard met.**

4. That adequate utilities, access roads, drainage and/or other necessary facilities have been or are being provided.

Response: **Applicant shall address how the proposed changes may affect drainage. There are adequate utilities, access road for the project.**

5. That adequate measures have been or will be taken to provide ingress or egress so designed to minimize traffic congestion in the public streets. (Ord. 0-77-27, 7-18-1977)

Response: **Applicant shall provide testimony that the proposed changes will not negatively impede access to the site or neighboring properties.**

6. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the city council pursuant to the recommendations of the plan/zoning board of appeals. (Ord. 0-77-27, 7-18-1977; amd. Ord. 0-03-35, 9-15-2003)

Response: **The special use application conforms to the applicable regulations of the B-2 Zoning District.**

7. That the area described in the petition does not lie wholly or partly in floodplain, as defined by the flood control ordinances of the city; or, if it does lie wholly or partly within the floodplain, that adequate provisions for storage, runoff control and floodwater retention, as appropriate, have been made.

Response: **The property lies within a floodplain. However, there is no proposed changes to eht existing boundary of the parking lot.**

F. Conditions And Standards: Prior to granting any special use, the board may recommend, and the city council shall stipulate, such conditions and restrictions upon the establishment, location, construction, maintenance and operation of the special use as deemed necessary for the protection of the public interest and to secure compliance with the standards and requirements specified herein, or as may be from time to time required. (Ord. 0-77-27, 7-18-1977)

Response: **The proposed plan eliminates five (5) regular and 1 accessible parking spaces for a total of 44 spaces. Per the Schedule of Parking Requirement, Class 16 the use requires 44 parking spaces. The proposed parking plan is in compliance.**

Conclusion:

The project meets both the general requirements and standards for a Special Use Permit for a sit down restaurant with a drive-through facility. City staff is in general support of the application. However, the applicant shall provide confirmation that the improvements meet the standards as stated in Section 5-10-9 Special Uses of the City of Prospect Heights Zoning Code.

RESOLUTION NO. R-18-19

A RESOLUTION PROVIDING FOR AND REQUIRING THE SUBMISSION OF THE PROPOSITION BY THE CITY OF PROSPECT HEIGHTS, COOK COUNTY, ILLINOIS TO BECOME A HOME RULE UNIT AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 6, 2018

WHEREAS, the City Council (the **"Corporate Authorities"**) of the City of Prospect Heights, in Cook County, Illinois (the **"City"**), hereby finds and determines that it is deemed advisable, necessary and in the best interests of the City that the proposition to become a home rule unit under Section 6 of Article VII of the Constitution of Illinois be submitted to the voters of the City at an election to be held and conducted in accordance with the general election laws; and

WHEREAS, before the City can become a home rule unit a proposition therefor must be submitted to the voters of the City and be approved by a majority of the voters of the City voting on such proposition at an election to be held in and for the City:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS, ILLINOIS AS FOLLOWS:

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

Section 2: *Need for Referendum.* That it is necessary and in the best interests of the City that the proposition to become a home rule unit under Section 6 of Article VII of the Constitution of Illinois be submitted to the voters of the City.

Section 3: *Submission to Voters.* That the proposition hereinabove referred to be submitted to the voters of the City in accordance with the general election law at the General Election to be held on Tuesday, the 6th day of November, 2018, between the hours provided by law for voting on such day (the "Election").

Section 4: *Voting Precincts and Polling Places.* The Election shall be held in the voting precincts and at the polling places established by the County Board (the "County Board") of The County of Cook, Illinois (the "County"), for voters of the City at the Election.

Section 5: *Election Notice.* The County Clerk of the County (the "County Clerk") shall give notice of the Election in accordance with the general election law by publishing notice thereof once in one or more local, community newspapers published in and having general circulation in the City, and otherwise as required by applicable law, the dates of the publications of such notices to be not more than 30 nor less than 10 days prior to the date set for the Election. Notice shall also be given at least 10 days before the date of election by posting a copy of the notice at its principal office. The local election official shall also post a copy of the notice at the principal office of the City.

Section 6: *Newspaper of General Circulation*. It is hereby found and determined that the Daily Herald is a local, community newspaper having general circulation in the City as required by Section 12-5 of the Election Code of the State of Illinois, as amended (the "Election Code").

Section 6: *Form of Notice.* That, subject to modification to comply with the Election Code, the notice of the Election shall include substantially the following:

NOTICE IS HEREBY GIVEN that at the General Election to be held on Tuesday, the 6th day of November, 2018, the following proposition will be submitted to the voters of the City of Prospect Heights, in Cook County, Illinois:

"Shall the City of Prospect Heights, Illinois become a home rule unit?"

The polls at such election will be open at 6:00 o'clock A.M. and will continue to be open until 7:00 o'clock P.M. of that day.

Dated this__________________day of____________________, 2018.

County Clerk, The County of Cook, Illinois

/s/__________________________________
County Clerk

Section 7: *Form of Ballot.* That the ballots to be used at the Election shall be in substantially the following form with such alterations, changes, insertions and deletions as required by The Election Code, including if an electronic, mechanical or electric voting system (an "Electronic Voting System") is used at the Election:

(Face of Ballot)

OFFICIAL BALLOT

PROPOSITION BY THE CITY OF PROSPECT HEIGHTS TO BECOME A HOME RULE UNIT

INSTRUCTIONS TO VOTERS: Fill in the oval opposite the word "YES" or "NO" to indicate your choice.)

Shall the City of Prospect Heights, Illinois become a home rule unit?	YES	⬭
	NO	⬭

(Back of Paper Ballot)

OFFICIAL BALLOT

Official ballot for voting on the proposition by the City of Prospect Heights, Illinois to become a home rule unit, at the General Election held on November 6, 2018.

Precinct Number: ________________

Polling Place: ______________________________
____
____

/s/____
County Clerk, The County of Cook, Illinois

Section 8: *Electronic Voting System.* That, if an Electronic Voting System is used in the City, the Election Authority shall publish, not less than five (5) days prior to the Election, a true and legible copy of the specimen ballot label containing the questions to be voted upon at the Election in two or more newspapers published in and having general circulation in the County.

Section 9: *Election Judges.* That the Election shall be conducted by the election judges appointed by the County Board to act in the precincts at which the proposition will be submitted to the voters of the City.

Section 10: *Certification of Resolution.* That after the adoption hereof and not less than 68 days prior to the date of the Election, the City Clerk shall certify a copy hereof to the County Clerk in order that the proposition set forth herein may be submitted to the voters of the City at the Election.

Section 11: *Canvass of Election.* That the Election shall be held and conducted and the returns thereof duly canvassed, all in the manner and time as provided by the general election law.

Section 12: *Severability and Repealer.* That all resolutions and parts of resolutions in conflict herewith be and the same are hereby repealed, that this resolution be in full force and effect forthwith upon its adoption and that this resolution in any event shall be deemed to be subject to modification in application to comply with the general election law.

Passed and Approved this 23rd day of July, 2018

____
Nicholas J. Helmer, Mayor

Attest:

____

City Clerk

Ayes:

Nays:

Absent:

Resolution No. R-18-14 **11A**

A RESOLUTION AUTHORIZING THE SALE OF 25 & 35 PIPER LANE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS, COOK COUNTY, ILLINOIS:

SECTION ONE: Pursuant to 65 ILCS 5/11-76-4.1, the City Council desires to sell the land commonly known as 25 & 35 Piper Lane, more thoroughly described on Exhibit A attached hereto and hereinafter referred to as the "Property"; and

SECTION TWO: The City Council desires to sell the Property by listing the same with a local licensed real estate broker on the terms and conditions set forth on Exhibit B; and

SECTION THREE: The City Council does hereby approve the sale of the Property to Conor Commercial Real Estate LLC, a Delaware limited liability company, on the terms and conditions set forth on Exhibit C and which purchase price is not less than 80% of the appraised value as determined by an appraisal obtained by Chicago Commercial Appraisal Group dated June 8, 2018; and

SECTION FOUR: This Resolution shall be published at the first opportunity following its passage in a newspaper in Prospect Heights or, if none, then in a newspaper published in Cook County.

PASSED AND APPROVED this 25th day of June, 2018.

____
Nicholas J. Helmer, Mayor

ATTEST:

____
City Clerk

AYES:

NAYS:

ABSENT:

EXHIBIT A

LEGAL DESCRIPTION: THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 44 MINUTES 37 SECONDS EAST, BEING AN ASSUMED BEARING ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 349.27 FEET TO THE WEST LINE OF THE EAST 989.57 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24, SAID WEST LINE BEING THE WEST LINE OF LOT 2 IN BRIARLAKE RESUBDIVISION RECORDED OCTOBER 20, 1989 AS DOCUMENT NO. 89499649; THENCE NORTH 00 DEGREES 45 MINUTES 34 SECONDS WEST, ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 432.88 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF PIPER LANE AS DEDICATED FOR PUBLIC STREET ACCORDING TO TRUSTEES' DEED RECORDED OCTOBER 8, 1987 AS DOCUMENT NO. 87547388; THENCE NORTHWESTERLY ON SAID SOUTHWESTERLY RIGHT OF WAY LINE OF PIPER LANE AN ARC DISTANCE OF 82.23 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 71.50 FEET WITH A CHORD BEARING OF NORTH 33 DEGREES 55 MINUTES 29 SECONDS WEST AND A CHORD DISTANCE OF 77.78 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 29 SECONDS WEST, ON THE WEST RIGHT OF WAY LINE OF PIPER LANE AS MONUMENTED,95.42 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY 19.02 FEET ON THE ARCE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 13.0 FEET WITH A CHORD BEARING OF NORTH 42 DEGREES 28 MINUTES 14 SECONDS WEST AND A CHORD DISTANCE OF 17.37 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF PIPER LANE AS MONUMENTED AND DEDICATED ACCORDING TO SAID DOCUMENT NO. 87547388; THENCE NORTH 85 DEGREES 00 MINUTES 51 SECONDS WEST, ON SAID SOUTHERLY RIGHT OF WAY LINE OF PIPER LANE, 293.88 FEET TO THE NORTHEAST CORNER OF LOT 1 IN PIPER LANE MINIWAREHOUSE SUBDIVISION RECORDED MARCH 22, 1988 AS DOCUMENT NO. 88117034; THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER 631.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

LOT 1 IN PIPER LANE MINIWAREHOUSE SUBDIVISION, BEING A RE-SUBDIVISION IN THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF SAID LOT 1 LYING WEST OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, SAID NORTHEAST CORNER BEING ALSO THE INTERSECTION OF THE SOUTH LINE OF PIPER LANE AND THE EAST LINE OF THE WEST ½ OF THE NORTHWEST ¼ OF SAID SECTION 24; THENCE NORTH 89°46'43" WEST ALONG THE NORTH LINE OF SAID LOT 1 AND THE SOUTH LINE OF SAID PIPER LANE, 342.30 FEET TO THE POINT OF BEGINNING OF THE AFORESAID EXCEPTION LINE, SAID POINT OF BEGINNING BEING ALSO A CORNER OF SAID LOT 1; THENCE SOUTH 28°4'3" WEST ALONG A WESTERLY LINE OF SAID LOT 1, 72.32 FEET TO A POINT OF CURVE; THENCE CONTINUING SOUTHERLY ALONG A WESTERLY LINE OF SAID LOT 1 BEING THE ARC OF A CIRCLE, A DISTANCE OF 214.49 FEET, CONVEX TO THE WEST, HAVING A RADIUS OF 250.00 FEET, A CHORD BEARING OF SOUTH 3°29'20" WEST AND A CHORD DISTANCE OF 207.97 FEET TO A POINT OF TANGENCY; THENCE CONTINUING SOUTH 21°5'24" EAST, 55.61 FEET ALONG A WESTERLY LINE OF SAID LOT 1 TO A POINT OF CURVE; THENCE CONTINUING SOUTHERLY ALONG A WESTERLY LINE OF SAID LOT 1 BEING THE ARC OF A CIRCLE, A DISTANCE OF 179.68 FEET, HAVING A RADIUS OF 483.00 FEET, CONVEX TO THE EAST, A CHORD BEARING OF SOUTH 10°25'58" EAST AND A CHORD DISTANCE OF 0°13'28" WEST, 132.15 FEET ALONG A WESTERLY LINE OF SAID LOT 1 AND ITS SOUTHERLY EXTENSION TO A POINT ON THE SOUTH LINE OF SAID LOT 1 AND THE POINT OF ENDING FOR SAID EXCEPTION LINE, IN COOK COUNTY, ILLINOIS.

PIN: 03-24-100-045-0000 & 03-24-101-009-0000
COMMON ADDRESS: 25 & 35 Piper Lane, Prospect Heights, IL 60070

SIZE: approximately 10.09 acres
USE: vacant land
ZONING: General Service P.U.D.

EXHIBIT B

see attached listing agreement

EXHIBIT C

see attached Real Estate Purchase and Sales Contract

EXCLUSIVE RIGHT TO SELL CONTRACT

1. In consideration of the services to be performed by **CORNERSTONE COMMERCIAL PARTNERS, LLC**, and the commissions to be paid by **THE CITY OF PROSPECT HEIGHTS, ILLINOIS** ("Seller/Owner"), the parties agree that Broker shall have the exclusive right to market and sell Seller's/Owner's property (real estate unimproved and/or real estate improved, herein after known as "property") upon the following terms and conditions:

Property Address: **25 – 35 EAST PIPER LANE, PROSPECT HEIGHTS, ILLINOIS 60070**

Marketing Price: **THREE MILLION SEVEN HUNDRED THOUSAND AND NO/100 ($3,700,000.00) DOLLARS**

Marketing Period: **FROM THE DATE OF THIS CONTRACT UNTIL THE EXPIRATION OF ONE (1) YEAR AT WHICH TIME THIS CONTRACT SHALL AUTOMATICALLY TERMINATE.**

2. If during the term of this Contract Broker obtains an offer to purchase the property as defined above from a ready, willing, and able Buyer at the marketing price, or if Seller/Owner enters into a contract for the sale/exchange of the property at any price and upon any terms to which Seller/Owner consents, Seller/Owner shall be obligated to pay Broker a commission of **SIX (6%) Percent** of the total purchase sale or exchange price. The full commission is to be paid at closing, which in the case of a sale or contract for deed shall be at the time Buyer and Seller execute the initial contract or agreement for deed. Any future consideration used as part of the agreed price shall be used to determine commissions due.

3. Seller/Owner agrees that such a commission shall be paid if the property is sold or exchanged by Seller/Owner within a protection period of **ONE HUNDRED-EIGHTY (180)** days following the term of this Contract or any extensions thereof to anyone to whom the property was presented during the term of this Contract. Such added protection shall be for those wherein Broker has registered in writing with the Seller/Owner parties having viewed the property during the listing period.

4. In the event a purchase contract is entered into and Purchaser defaults without fault on the Seller's/Owner's part, Broker will waive the commission, and this agreement shall be continued from the date of default through the date provided in paragraph 1. Under no circumstances shall any Broker's commission be paid by Seller if the Sale is not consummated.

5. When a contract to purchase is entered into for the purchase of Seller's/Owner's property, the Buyer may deposit earnest money with Broker. Broker will hold any such earnest money in a special, non-interest bearing escrow account on behalf of the Buyer and Seller/Owner. Once the purchase goes to closing, the earnest money will be disbursed according to the terms of the contract to purchase. Broker is authorized by Seller/Owner to retain that portion of the earnest money necessary to compensate Broker for commission. If earnest money is insufficient to cover commissions in full the remainder due will be paid at closing.

(a) If the transaction fails to close/consummate due to fault of the Seller/Owner, the earnest money shall be returned to the buyer after Seller/Owner and Buyer have signed the necessary release papers.

(b) IF THE TRANSACTION FAILS TO CONSUMATE/CLOSE DUE TO FAULT OF THE BUYER, THE EARNEST MONEY SHALL BE DISTRIBUTED TO THE SELLER/OWNER, LESS ANY COSTS OF ADVERTISING OR REASONABLE EXPENSES, INCURRED BY BROKER.

6. Seller/Owner agrees that for the purpose of marketing Seller's/Owner's property, Broker may choose to place Seller's/Owner's property in selected Multiple Listing Service(s) in which Broker is a participant, various internet websites as Broker selects and selected e-mail services Broker deems valuable.

7. Seller(s)/Owner(s) acknowledge(s) that they have been informed of the responsibilities imposed upon Seller/Owners under the Residential Real Property Disclosure Act (if applicable). Seller/Owner agrees to comply with the requirements of this Act to the best of Seller's/Owner's ability and to not knowingly give any false or inaccurate information regarding the disclosures required by that Act.

8. Broker designates **PETER L. KARLIS and RONALD W. REESE** ("Seller's/Owner's Designated Agent"), a sales associate(s) affiliated with Broker as the only legal agent(s) of the Seller/Owner. Broker reserves the right to name additional designated agents when in Broker's discretion it is necessary. If additional designated agents are named, Seller/Owner shall be informed in writing within a reasonable time. Seller/Owner acknowledges that Seller's/Owner's Designated Agent may from time to time have another sales associate, who is not an agent of the Seller/Owner provide support in the marketing of Seller's/Owner's property. Seller/Owner understands and agrees that this agreement is a Contract for Broker to market Seller's/Owner's property and that Seller's/Owner's Designated Agent(s) is(are) the only legal agent(s) of Seller/Owner. Seller's/Owner's Designated Agent will be primarily responsible for the direct marketing and sale of Seller's/Owner's property.

9. Seller/Owner has been informed that potential buyers may elect to employ the services of a licensed real estate broker or sales associate as their own agent (buyer's agent).

10. Broker is authorized to show the property to prospective buyers represented by buyer's agents, and Broker, in its sole discretion, may pay a part of the above commission to buyer's agent or other cooperating agents. Broker is authorized in its sole discretion to determine with which brokers it will cooperate, and the amount of compensation that it will offer cooperating brokers in the sale of Seller's/Owner's property. Seller/Owner acknowledges that the compensation offered to such cooperating brokers may vary from broker to broker.

11. Seller/Owner understands that Broker and/or Designated Agent may have previously represented a Buyer who is interested in subject property. During that representation, Broker and/or Designated Agent may have learned material information about the buyer that is considered confidential. Under the law, neither Broker nor Designated Agent may disclose any such confidential information to you even though the Broker and/or Designated Agent now represent you as a Seller/Owner.

12. Seller/Owner understands and agrees that other sales associates affiliated with Broker, other than Seller's/Owner's Designated Agent(s), may represent the actual or prospective Buyer of Seller's/Owner's property. Further, Seller/Owner understands and agrees that if the property is sold through the efforts of a sales associate affiliated with Broker who represents the Buyer, the other sales associate affiliated with Broker will be acting as a Buyer's Designated Agent.

13. Seller/Owner agrees to immediately refer to Seller's/Owner's Designated Agent all prospective Purchasers or Brokers who contact Seller/Owner for any reason and to provide Seller's/Owner's Designated Agent with their names and addresses.

14. Broker and Seller's/Owner's Designated Agent are authorized in their sole discretion, to place a "For Sale" sign on the property, if permitted by law, to remove all other such signs, to have access to the property at all reasonable times for the purpose of showing it to prospective purchasers to cooperate with other brokers and to use pictures of the property for marketing purposes.

15. **PERSONAL PROPERTY. INTENTIONALLY OMITTED.**

16. Seller/Owner understands that the information which Seller/Owner provides to Seller's/Owner's Designated Agent as listing information will be used to advertise Seller's/Owner's property to the public, and it is essential that this information be accurate. [SELLER/OWNER UNDERSTANDS THAT THEY HAVE AN OBLIGATION TO PROVIDE ACCURATE, TRUTHFUL INFORMATION TO BE USED BY DESIGNATED AGENT AS DISTRIBUTIVE INFORMATION TO THE PUBLIC ABOUT THE SUBJECT PROPERTY AND HEREBY PROMISES TO FULFILL THESE OBLIGATIONS.] Although Seller/Owner is listing Seller's/Owner's property in its present physical condition ("as is" condition), Seller/Owner understands that Seller/Owner may be held responsible by a Buyer for any latent or hidden, undisclosed defects in the property which are known to Seller/Owner but which are not disclosed to the Buyer.

a. Seller/Owner agrees that any information about the property, financial or otherwise, may be used by Broker as part of his/her effort to market the property. Seller/Owner further understands the Buyer, his agent, his attorney, his accountant, or others of whom he is seeking financial advice may have access to said information.

17. Seller/Owner agrees to save and hold Broker harmless from all claims, disputes, litigation, judgements, and costs (including reasonable attorney's fees) arising from Seller's/Owner's breach of this agreement, from any incorrect information or misrepresentation supplied by Seller/Owner or from any material facts, including latent defects, that are known to Seller/Owner that Seller/Owner fails to disclose.

18. This contract shall be binding upon and inure to the benefit of the heirs, administrators, successors, and assigns of the parties hereto. This contract can only be amended by a writing signed by the parties.

19. THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THE PARTIES TO REFUSE TO DISPLAY OR SELL SELLER'S/OWNER'S PROPERTY TO ANY PERSON ON THE BASIS OF RACE, COLOR, RELIGION, SEX, ANCESTRY, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL FAIR HOUSING LAWS.

20. This Contract may not be terminated or amended prior to the expiration date without the express written consent of both parties to this Contract. However, if the parties mutually agree to a termination of this contract prior to its termination date, Seller agrees to reimburse Broker for all reasonable marketing expenses incurred prior to such termination.

21. Land Trust Beneficiary: If the Seller under this Contract is an Illinois land trust, the individual beneficiaries thereto have signed their names to this Contract to indicate they are the beneficiaries of said trust in order to guarantee their performance of this Contract and to indicate that they hold the sole power of direction with regard to said trust.

Seller/Owner hereby acknowledges receipt of a signed copy of this agreement and all attached. The attachments include the following: **DISCLOSURE AND CONSENT TO DUAL AGENCY and RIDER "A"**

THE CITY OF PROSPECT HEIGHTS, ILLINOIS

BY: ________ Mayor

BY: ________

DATE: November 22, 2016

ADDRESS: 8 N. Elmhurst Road
Prospect Heights, IL
60070

CORNERSTONE COMMERCIAL PARTNERS, LLC

BY: ________
Peter L. Karis

BY: ________
Ronald W. Reese

DATE: 11-22-16

MANAGING BROKER: ________
Ronald W. Reese

RIDER "A" TO BE ATTACHED TO AND MADE PART OF THE EXCLUSIVE RIGHT TO SELL CONTRACT, DATED _______________ _____, 2016, BY AND BETWEEN, THE CITY OF PROSPECT HEIGHTS, ILLINOIS AS SELLER/OWNER, AND CORNERSTONE COMMERCIAL PARTNERS, LLC, AS BROKER, FOR THE PROPERTY LOCATED AT: 25 – 35 EAST PIPER LANE, PROSPECT HEIGHTS, ILLINOIS 60070

1.) **SELLING COMMISSION.** In the event Peter L. Karlis and Ronald W. Reese become Dual Agents (representing both the Seller and the Buyer), then the Seller/Owner shall be obligated to pay Broker a sales commission equal to **Five (5%) PERCENT of the total purchase sale or exchange price at closing.**

2.) **MARKETING BUDGET.** Seller/Owner agrees to reimburse Broker for marketing expenses not to exceed $3,000.00. Said expenses shall include, but not limited to, graphic design postcard and brochure printing, signage, advertising (both hard copy and online) and third party provider e-mail campaigns. All marketing initiatives shall be reviewed and approved with/by Seller/Owner prior to implementation.

In the event there is a conflict between Rider "A" and the Exclusive Right To Sell Contract, then this Rider shall prevail.

Agreed this 22nd day of November, 2016

CITY OF PROSPECT HEIGHTS, ILLINOIS	**CORNERSTONE COMMERCIAL PARTNERS, LLC**
BY: [signature] MAYOR	BY: [signature] Peter L. Karlis
BY: ____________	BY: [signature] Ronald W. Reese

DISCLOSURE AND CONSENT TO DUAL AGENCY
(DESIGNATED AGENCY)

NOTE TO CONSUMER: THIS DOCUMENT SERVES THREE PURPOSES. FIRST, IT DISCLOSES THAT A REAL ESTATE LICENSEE MAY POTENTIALLY ACT AS A DUAL AGENT, THAT IS, REPRESENT MORE THAN ONE PARTY TO THE TRANSACTION. SECOND, THIS DOCUMENT EXPLAINS THE CONCEPT OF DUAL AGENCY. THIRD, THIS DOCUMENT SEEKS YOUR CONSENT TO ALLOW THE REAL ESTATE LICENSEE TO ACT AS A DUAL AGENT. A LICENSEE MAY LEGALLY ACT AS A DUAL AGENT ONLY WITH YOUR CONSENT. BY CHOOSING TO SIGN THIS DOCUMENT, YOUR CONSENT TO DUAL AGENCY REPRESENTATION IS PRESUMED.

The undersigned **PETER L. KARLIS and RONALD W. REESE** ("Licensee"), the designated agent, and any subsequent designated agent(s) may undertake a dual representation (represent both the Seller and the Buyer) for the sale of vacant land located at: **25 – 35 EAST PIPER LANE, PROSPECT HEIGHTS, IL 60070**

The undersigned acknowledge they were informed of the possibility of this type of representation and acknowledge that before signing this document they read the following:

Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's advice and the client's respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction.

Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

What a Licensee Can Do For Clients When Acting as a Dual Agent

1. Treat all clients honestly.
2. Provide information about the property to the Buyer.
3. Disclose all latent material defects in the property that are known to Licensee.
4. Disclose financial qualification of the Buyer to the Seller.
5. Explain real estate terms.
6. Help the Buyer to arrange for property inspections.
7. Explain closing costs and procedures.
8. Help the Buyer compare financing alternatives.
9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

What a Licensee Cannot Disclose to Clients When Acting as a Dual Agent

1. Confidential information that Licensee may know about the clients, without that client's permission.
2. The price Seller will take other than the listing price without permission of the Seller.
3. The price the Buyer is willing to pay without permission of the Buyer.
4. A recommended or suggested price the Buyer should offer.
5. A recommended or suggested price the Seller should counter with or accept.

If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to sign this document unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.

By signing below, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee acting as a Dual Agent (that is, to represent BOTH the Seller and the Buyer) should that become necessary.

THE CITY OF PROSPECT HEIGHTS	CORNERSTONE COMMERCIAL PARTNERS, LLC
CLIENT: [signature]	LICENSEE: [signature] Peter L. Karlis
DATE:	DATE: 11/22/16
CLIENT:	LICENSEE: [signature] Ronald W. Reese
DATE: November 22, 2016	DATE: 11-22-16

Wpwin60\docs\Disclosu.re

EXTENSION AGREEMENT TO BE ATTACHED TO AND MADE PART OF THE EXCLUSIVE RIGHT TO SELL CONTRACT DATED NOVEMBER 22, 2016, BY AND BETWEEN THE CITY OF PROSPECT HEIGHTS, ILLINOIS, AS OWNER/SELLER, AND CORNERSTONE COMMERCIAL PARTNERS, LLC, AS BROKER, FOR THE PROPERTY LOCATED AT 25-35 EAST PIPER LANE, PROSPECT HEIGHTS, ILLINOIS 60070.

1.) MARKETING PERIOD. From the date of this Extension Agreement until the expiration of One (1) Year, at which time this Extension Agreement shall automatically terminate.

All of the other terms and conditions of the Exclusive Right To Sell Contract dated November 22, 2016, shall remain in full force and effect.

Agreed the 27th day of November, 2017

THE CITY OF PROSPECT HEIGHTS, ILLINOIS

By: ______________________
Nick Helmer, Mayor

By: ______________________

CORNERSTONE COMMERCIAL PARTNERS, LLC

By: ______________________
Peter L. Karlis

By: ______________________
Ronald W. Reese

EXCLUSIVE RIGHT TO SELL CONTRACT

1. In consideration of the services to be performed by **CORNERSTONE COMMERCIAL PARTNERS, LLC**, and the commissions to be paid by **THE CITY OF PROSPECT HEIGHTS, ILLINOIS** ("Seller/Owner"), the parties agree that Broker shall have the exclusive right to market and sell Seller's/Owner's property (real estate unimproved and/or real estate improved, herein after known as "property") upon the following terms and conditions:

Property Address: **25 – 35 EAST PIPER LANE, PROSPECT HEIGHTS, ILLINOIS 60070**

Marketing Price: **THREE MILLION SEVEN HUNDRED THOUSAND AND NO/100 ($3,700,000.00) DOLLARS**

Marketing Period: **FROM THE DATE OF THIS CONTRACT UNTIL THE EXPIRATION OF ONE (1) YEAR AT WHICH TIME THIS CONTRACT SHALL AUTOMATICALLY TERMINATE.**

2. If during the term of this Contract Broker obtains an offer to purchase the property as defined above from a ready, willing, and able Buyer at the marketing price, or if Seller/Owner enters into a contract for the sale/exchange of the property at any price and upon any terms to which Seller/Owner consents, Seller/Owner shall be obligated to pay Broker a commission of **SIX (6%) Percent** of the total purchase sale or exchange price. The full commission is to be paid at closing, which in the case of a sale or contract for deed shall be at the time Buyer and Seller execute the initial contract or agreement for deed. Any future consideration used as part of the agreed price shall be used to determine commissions due.

3. Seller/Owner agrees that such a commission shall be paid if the property is sold or exchanged by Seller/Owner within a protection period of **ONE HUNDRED-EIGHTY (180)** days following the term of this Contract or any extensions thereof to anyone to whom the property was presented during the term of this Contract. Such added protection shall be for those wherein Broker has registered in writing with the Seller/Owner parties having viewed the property during the listing period.

4. In the event a purchase contract is entered into and Purchaser defaults without fault on the Seller's/Owner's part, Broker will waive the commission, and this agreement shall be continued from the date of default through the date provided in paragraph 1. Under no circumstances shall any Broker's commission be paid by Seller if the Sale is not consummated.

5. When a contract to purchase is entered into for the purchase of Seller's/Owner's property, the Buyer may deposit earnest money with Broker. Broker will hold any such earnest money in a special, non-interest bearing escrow account on behalf of the Buyer and Seller/Owner. Once the purchase goes to closing, the earnest money will be disbursed according to the terms of the contract to purchase. Broker is authorized by Seller/Owner to retain that portion of the earnest money necessary to compensate Broker for commission. If earnest money is insufficient to cover commissions in full the remainder due will be paid at closing.

(a) If the transaction fails to close/consummate due to fault of the Seller/Owner, the earnest money shall be returned to the buyer after Seller/Owner and Buyer have signed the necessary release papers.

(b) IF THE TRANSACTION FAILS TO CONSUMATE/CLOSE DUE TO FAULT OF THE BUYER, THE EARNEST MONEY SHALL BE DISTRIBUTED TO THE SELLER/OWNER, LESS ANY COSTS OF ADVERTISING OR REASONABLE EXPENSES, INCURRED BY BROKER.

6. Seller/Owner agrees that for the purpose of marketing Seller's/Owner's property, Broker may choose to place Seller's/Owner's property in selected Multiple Listing Service(s) in which Broker is a participant, various internet websites as Broker selects and selected e-mail services Broker deems valuable.

7. Seller(s)/Owner(s) acknowledge(s) that they have been informed of the responsibilities imposed upon Seller/Owners under the Residential Real Property Disclosure Act (if applicable). Seller/Owner agrees to comply with the requirements of this Act to the best of Seller's/Owner's ability and to not knowingly give any false or inaccurate information regarding the disclosures required by that Act.

8. Broker designates **PETER L. KARLIS and RONALD W. REESE** ("Seller's/Owner's Designated Agent"), a sales associate(s) affiliated with Broker as the only legal agent(s) of the Seller/Owner. Broker reserves the right to name additional designated agents when in Broker's discretion it is necessary. If additional designated agents are named, Seller/Owner shall be informed in writing within a reasonable time. Seller/Owner acknowledges that Seller's/Owner's Designated Agent may from time to time have another sales associate, who is not an agent of the Seller/Owner provide support in the marketing of Seller's/Owner's property. Seller/Owner understands and agrees that this agreement is a Contract for Broker to market Seller's/Owner's property and that Seller's/Owner's Designated Agent(s) is(are) the only legal agent(s) of Seller/Owner. Seller's/Owner's Designated Agent will be primarily responsible for the direct marketing and sale of Seller's/Owner's property.

9. Seller/Owner has been informed that potential buyers may elect to employ the services of a licensed real estate broker or sales associate as their own agent (buyer's agent).

10. Broker is authorized to show the property to prospective buyers represented by buyer's agents, and Broker, in its sole discretion, may pay a part of the above commission to buyer's agent or other cooperating agents. Broker is authorized in its sole discretion to determine with which brokers it will cooperate, and the amount of compensation that it will offer cooperating brokers in the sale of Seller's/Owner's property. Seller/Owner acknowledges that the compensation offered to such cooperating brokers may vary from broker to broker.

11. Seller/Owner understands that Broker and/or Designated Agent may have previously represented a Buyer who is interested in subject property. During that representation, Broker and/or Designated Agent may have learned material information about the buyer that is considered confidential. Under the law, neither Broker nor Designated Agent may disclose any such confidential information to you even though the Broker and/or Designated Agent now represent you as a Seller/Owner.

12. Seller/Owner understands and agrees that other sales associates affiliated with Broker, other than Seller's/Owner's Designated Agent(s), may represent the actual or prospective Buyer of Seller's/Owner's property. Further, Seller/Owner understands and agrees that if the property is sold through the efforts of a sales associate affiliated with Broker who represents the Buyer, the other sales associate affiliated with Broker will be acting as a Buyer's Designated Agent.

13. Seller/Owner agrees to immediately refer to Seller's/Owner's Designated Agent all prospective Purchasers or Brokers who contact Seller/Owner for any reason and to provide Seller's/Owner's Designated Agent with their names and addresses.

14. Broker and Seller's/Owner's Designated Agent are authorized in their sole discretion, to place a "For Sale" sign on the property, if permitted by law, to remove all other such signs, to have access to the property at all reasonable times for the purpose of showing it to prospective purchasers to cooperate with other brokers and to use pictures of the property for marketing purposes.

15. **PERSONAL PROPERTY. INTENTIONALLY OMITTED.**

16. Seller/Owner understands that the information which Seller/Owner provides to Seller's/Owner's Designated Agent as listing information will be used to advertise Seller's/Owner's property to the public, and it is essential that this information be accurate. [SELLER/OWNER UNDERSTANDS THAT THEY HAVE AN OBLIGATION TO PROVIDE ACCURATE, TRUTHFUL INFORMATION TO BE USED BY DESIGNATED AGENT AS DISTRIBUTIVE INFORMATION TO THE PUBLIC ABOUT THE SUBJECT PROPERTY AND HEREBY PROMISES TO FULFILL THESE OBLIGATIONS.] Although Seller/Owner is listing Seller's/Owner's property in its present physical condition ("as is" condition), Seller/Owner understands that Seller/Owner may be held responsible by a Buyer for any latent or hidden, undisclosed defects in the property which are known to Seller/Owner but which are not disclosed to the Buyer.

a. Seller/Owner agrees that any information about the property, financial or otherwise, may be used by Broker as part of his/her effort to market the property. Seller/Owner further understands the Buyer, his agent, his attorney, his accountant, or others of whom he is seeking financial advice may have access to said information.

17. Seller/Owner agrees to save and hold Broker harmless from all claims, disputes, litigation, judgements, and costs (including reasonable attorney's fees) arising from Seller's/Owner's breach of this agreement, from any incorrect information or misrepresentation supplied by Seller/Owner or from any material facts, including latent defects, that are known to Seller/Owner that Seller/Owner fails to disclose.

18. This contract shall be binding upon and inure to the benefit of the heirs, administrators, successors, and assigns of the parties hereto. This contract can only be amended by a writing signed by the parties.

19. THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THE PARTIES TO REFUSE TO DISPLAY OR SELL SELLER'S/OWNER'S PROPERTY TO ANY PERSON ON THE BASIS OF RACE, COLOR, RELIGION, SEX, ANCESTRY, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL FAIR HOUSING LAWS.

20. This Contract may not be terminated or amended prior to the expiration date without the express written consent of both parties to this Contract. However, if the parties mutually agree to a termination of this contract prior to its termination date, Seller agrees to reimburse Broker for all reasonable marketing expenses incurred prior to such termination.

21. Land Trust Beneficiary: If the Seller under this Contract is an Illinois land trust, the individual beneficiaries thereto have signed their names to this Contract to indicate they are the beneficiaries of said trust in order to guarantee their performance of this Contract and to indicate that they hold the sole power of direction with regard to said trust.

Seller/Owner hereby acknowledges receipt of a signed copy of this agreement and all attached. The attachments include the following: **DISCLOSURE AND CONSENT TO DUAL AGENCY and RIDER "A"**

THE CITY OF PROSPECT HEIGHTS, ILLINOIS	**CORNERSTONE COMMERCIAL PARTNERS, LLC**
BY: Mayor	BY: Peter L. Karlis
BY:	BY: Ronald W. Reese
DATE: November 22, 2016	DATE: 11-22-16
ADDRESS: 8 N. Elmhurst Road Prospect Heights, IL 60070	MANAGING BROKER: Ronald W. Reese

RIDER "A" TO BE ATTACHED TO AND MADE PART OF THE EXCLUSIVE RIGHT TO SELL CONTRACT, DATED _______________ _____, 2016, BY AND BETWEEN, THE CITY OF PROSPECT HEIGHTS, ILLINOIS AS SELLER/OWNER, AND CORNERSTONE COMMERCIAL PARTNERS, LLC, AS BROKER, FOR THE PROPERTY LOCATED AT: 25 – 35 EAST PIPER LANE, PROSPECT HEIGHTS, ILLINOIS 60070

1.) **SELLING COMMISSION.** In the event Peter L. Karlis and Ronald W. Reese become Dual Agents (representing both the Seller and the Buyer), then the Seller/Owner shall be obligated to pay Broker a sales commission equal to **Five (5%) PERCENT of the total purchase sale or exchange price at closing.**

2.) **MARKETING BUDGET.** Seller/Owner agrees to reimburse Broker for marketing expenses not to exceed $3,000.00. Said expenses shall include, but not limited to, graphic design postcard and brochure printing, signage, advertising (both hard copy and online) and third party provider e-mail campaigns. All marketing initiatives shall be reviewed and approved with/by Seller/Owner prior to implementation.

In the event there is a conflict between Rider "A" and the Exclusive Right To Sell Contract, then this Rider shall prevail.

Agreed this 22nd day of November, 2016

CITY OF PROSPECT HEIGHTS, ILLINOIS	**CORNERSTONE COMMERCIAL PARTNERS, LLC**
BY: [signature] MAYOR	BY: [signature] Peter L. Karlis
BY: ____________________	BY: Ronald W. Reese Ronald W. Reese

DISCLOSURE AND CONSENT TO DUAL AGENCY
(DESIGNATED AGENCY)

NOTE TO CONSUMER: THIS DOCUMENT SERVES THREE PURPOSES. FIRST, IT DISCLOSES THAT A REAL ESTATE LICENSEE MAY POTENTIALLY ACT AS A DUAL AGENT, THAT IS, REPRESENT MORE THAN ONE PARTY TO THE TRANSACTION. SECOND, THIS DOCUMENT EXPLAINS THE CONCEPT OF DUAL AGENCY. THIRD, THIS DOCUMENT SEEKS YOUR CONSENT TO ALLOW THE REAL ESTATE LICENSEE TO ACT AS A DUAL AGENT. A LICENSEE MAY LEGALLY ACT AS A DUAL AGENT ONLY WITH YOUR CONSENT. BY CHOOSING TO SIGN THIS DOCUMENT, YOUR CONSENT TO DUAL AGENCY REPRESENTATION IS PRESUMED.

The undersigned **PETER L. KARLIS and RONALD W. REESE** ("Licensee"), the designated agent, and any subsequent designated agent(s) may undertake a dual representation (represent both the Seller and the Buyer) for the sale of vacant land located at: **25 – 35 EAST PIPER LANE, PROSPECT HEIGHTS, IL 60070**

The undersigned acknowledge they were informed of the possibility of this type of representation and acknowledge that before signing this document they read the following:

Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's advice and the client's respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction.

Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

What a Licensee Can Do For Clients When Acting as a Dual Agent

1. Treat all clients honestly.
2. Provide information about the property to the Buyer.
3. Disclose all latent material defects in the property that are known to Licensee.
4. Disclose financial qualification of the Buyer to the Seller.
5. Explain real estate terms.
6. Help the Buyer to arrange for property inspections.
7. Explain closing costs and procedures.
8. Help the Buyer compare financing alternatives.
9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

What a Licensee Cannot Disclose to Clients When Acting as a Dual Agent

1. Confidential information that Licensee may know about the clients, without that client's permission.
2. The price Seller will take other than the listing price without permission of the Seller.
3. The price the Buyer is willing to pay without permission of the Buyer.
4. A recommended or suggested price the Buyer should offer.
5. A recommended or suggested price the Seller should counter with or accept.

If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to sign this document unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.

By signing below, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee acting as a Dual Agent (that is, to represent BOTH the Seller and the Buyer) should that become necessary.

THE CITY OF PROSPECT HEIGHTS	**CORNERSTONE COMMERCIAL PARTNERS, LLC**
CLIENT: [signature]	**LICENSEE:** [signature] Peter L. Karlis
DATE:	**DATE:** 11/22/16
CLIENT:	**LICENSEE:** [signature] Ronald W. Reese
DATE: November 22, 2016	**DATE:** 11-22-16

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EXTENSION AGREEMENT TO BE ATTACHED TO AND MADE PART OF THE EXCLUSIVE RIGHT TO SELL CONTRACT DATED NOVEMBER 22, 2016, BY AND BETWEEN THE CITY OF PROSPECT HEIGHTS, ILLINOIS, AS OWNER/SELLER, AND CORNERSTONE COMMERCIAL PARTNERS, LLC, AS BROKER, FOR THE PROPERTY LOCATED AT 25-35 EAST PIPER LANE, PROSPECT HEIGHTS, ILLINOIS 60070.

1.) MARKETING PERIOD. From the date of this Extension Agreement until the expiration of One (1) Year, at which time this Extension Agreement shall automatically terminate.

All of the other terms and conditions of the Exclusive Right To Sell Contract dated November 22, 2016, shall remain in full force and effect.

Agreed the 27th day of November, 2017

THE CITY OF PROSPECT HEIGHTS, ILLINOIS	CORNERSTONE COMMERCIAL PARTNERS, LLC
By: ______ Nick Helmer, Mayor	By: ______ Peter L. Karlis
By: ______	By: ______ Ronald W. Reese

REAL ESTATE PURCHASE AND SALES CONTRACT

THIS REAL ESTATE PURCHASE AND SALES CONTRACT (the "**Contract**") is made as this ___ day of May, 2018 (the "**Effective Date**") by and between Conor Commercial Real Estate LLC, a Delaware limited liability company (the "**Buyer**"), and the City of Prospect Heights, an Illinois non-home rule municipal corporation (the "**Seller**"). The Seller and the Buyer are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

AGREEMENT:

1. THE SELLER IS AN ILLINOIS NON-HOME RULE MUNICIPALITY AND THIS CONTRACT IS SUBJECT TO THE APPROVAL OF SELLER'S CITY COUNCIL AND THE PROVISIONS OF ILLINOIS MUNICIPAL CODE, IN PARTICULAR 65 ILCS 5/11-76 *ET SEQ*.

2. <u>SALE</u>. The Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, upon the terms and conditions set forth in this Contract, fee simple title to a parcel of land commonly known as 25 & 35 Piper Lane, Prospect Heights, Illinois 60070, consisting of approximately 10.09 acres, which real property is more thoroughly described on <u>Exhibit A</u> attached hereto and made a part hereof (the "**Land**"); along with all buildings, structures, fixtures, and other improvements located on the Land, including all right, title and interest in Seller in and to adjacent streets, easements and rights-of-way appurtenant to the Land (collectively the "**Improvements**" and together with the Land the "**Property**").

3. <u>PURCHASE PRICE</u>. The purchase price for the purchase of the Property by Buyer is **Two Million, Seven-Hundred and Fifty Thousand and NO/100 dollars ($2,750,000.00)** (the "**Purchase Price**"), subject to adjustments and prorations as set forth herein. At Closing, Buyer shall pay to Seller, in good and available US currency, the Purchase Price. If the gross acreage of the Land is greater or less than 10.09, as determined by the Survey (as hereinafter defined), then the Purchase Price shall be adjusted up or down, accordingly, at the rate of Six and 26/100 Dollars ($6.26) per square foot of land area.

4. **<u>EARNEST MONEY DEPOSIT</u>.** Within five (5) business days of the Effective Date, acting by and through their respective attorneys, the Parties and the Title Company (as hereinafter defined) shall establish a joint order escrow pursuant to the Title Company's standard Strict Joint Order Escrow Instructions. On the same day the Joint Order Escrow is established, the Buyer shall deposit into the Strict Joint Order Escrow earnest money in the amount of **Fifty Thousand and NO/100 Dollars ($50,000.00)** (the "**Earnest Money**"). In the event the Earnest Money, or any part of it, is placed into an interest-bearing or investment account at the request of the Buyer, all interest or earnings shall accrue and be added to the Earnest Money and credited to the Buyer at Closing, provided that Buyer will be solely responsible for the payment of any investment fee(s) associated with the Earnest Money.

5. **<u>CLOSING DATE</u>.** The closing (the "**Closing**") of the contemplated purchase and sale of the Property shall take place through a deed and money escrow (the "**Escrow**") within 30 days following the Due Diligence Period. The Closing shall occur at First American Title Insurance Company's (the "**Title Company**") downtown Chicago, Illinois national commercial services offices.

6. **<u>DUE DILIGENCE</u>.** The Seller shall deliver to the Buyer all of the documents listed on **Exhibit B** (collectively the "**Due Diligence Documents**") which are in Seller's possession within five (5) business days of the Effective Date. If the Seller cannot locate any of the Due Diligence Documents, the Seller shall provide the Buyer written notice of the same. The Buyer shall have the right, at its sole cost and expense, for a period of one hundred twenty (120) days from the Approval Date (as defined in

Section 27) to select and retain environmental and other consultants to examine and inspect the physical condition of the Property and to review the Due Diligence Documents (the **"Due Diligence Period"**).

A. Access. During the Due Diligence Period, the Buyer and the Buyer's consultants, contractors and agents shall have full access to all of the Property during normal business hours. Buyer shall email Seller at jwade@prospect-heights.org and dpeterson@prospect-heights.org prior to each time Buyer intends to access the Property. The Buyer shall be allowed to bore holes and remove samples from the Land for testing. The Buyer shall indemnify and hold harmless the Seller from and against any costs or liabilities to the extent caused by Buyer and its agents and representatives in performing said inspection, excluding the mere discovery of any environmental condition or contamination; provided, further, that the foregoing indemnity specifically excludes any incidental, consequential, special, punitive or similarly speculative types of damages, and shall restore the Property to substantially its original condition promptly after each such inspection.

B. Survival of Indemnification and Hold Harmless. Notwithstanding, anything to the contrary in this Contract, the indemnification, hold harmless and restoration obligations of Buyer within this Section 6 shall survive termination of the Contract for six (6) months and shall be in addition to and shall not merge into the default remedy(s) listed in Section 18.

C. Extension of Due Diligence. Buyer shall have the right to extend the Due Diligence Period by three (3) additional periods of thirty (30) days each in order to complete the entitlement of the Property and to obtain project incentives from the City of Prospect Heights, County of Cook and/or State of Illinois by providing Seller written notice of the same, and in connection with exercise of each such right to extend, depositing an additional Ten Thousand and No/100 Dollars ($10,000.00) (each, a "**Supplemental Earnest Money Deposit**") as "Earnest Money" hereunder prior to the expiration of the then-current Due Diligence Period. The Supplemental Earnest Money Deposit(s) shall be non-refundable to Buyer but shall be applicable against the Purchase Price at Closing.

D. Obligation to Share Certain Due Diligence Documents. The Buyer shall immediately provide to the Seller copies of any environmental reports, studies and the like that Buyer obtains about the Property from any consultant, appraiser, engineer or the like. In addition, the Buyer shall provide to the Seller a written log of any invasive testing done on the Property during the Due Diligence Period, to the extent obtained by Buyer. The obligation of Buyer under this Section 6D shall survive termination of the Contract.

7. BUYER'S OPTION TO TERMINATE CONTRACT. During the Due Diligence Period, if the Buyer is not satisfied with the condition of the Property for any reason or no reason in the Buyer's sole discretion, then the Buyer shall have the right, upon written notice to the Seller on or prior to the expiration of the Due Diligence Period, to terminate the Contract, in which event the Earnest Money, minus any and all Supplemental Earnest Money Deposits as described in Section 6C, which shall be immediately released to Seller, shall be immediately returned to the Buyer. If notice of the Buyer's election to terminate this Contract is not served within the time specified herein, the provisions of this Section shall be deemed waived by the Buyer and this Contract shall remain in full force and effect and the Earnest Money shall be non-refundable except in the case of default by the Seller.

8. TITLE INSURANCE. Within fifteen (15) calendar days of the Approval Date, Seller shall, at its sole cost and expense, obtain a commitment for an owner's title insurance policy issued by the Title Company in the amount of the Purchase Price (the "**Title Commitment**"), together with true, complete and legible copies of all recorded covenants, conditions, easements, restrictions and other title exceptions affecting the Property. The Title Commitment shall contain an agreement by the Title Company that the title insurance policy which will be issued pursuant to the Title Commitment (the "**Title Policy**"). If the Title Commitment or the Survey (defined below) discloses exceptions to title, which are not acceptable to Buyer (the "**Unpermitted Exceptions**"), then the Buyer shall have ten (10) business days from the later of the delivery of the Title Commitment or the Survey to object to the Unpermitted Exceptions by sending to the Seller a letter listing the same (the "**Buyer's Objection Letter**"). If after giving Buyer's Objection Letter to Seller, Buyer receives any amendment or update to the Title Commitment or Survey which shows new Unpermitted Exceptions, Buyer shall have five (5) business days to provide Seller an updated Buyer's Objection Letter. All items on the Title Commitment or the Survey that are not objected to within ten (10) business days from the later of the delivery of the Title Commitment or the Survey, or within five (5) business days from the receipt of any update to the Title Commitment or Survey (the "**Permitted Exceptions**") shall be deemed accepted by Buyer. Seller shall then have ten (10) business days from the date of receipt of the Buyer's Objection Letter to respond ("**Response Notice**") outlining which Unpermitted Exceptions Seller agrees to cure on or before Closing and which Unpermitted Exceptions Seller is not willing to cure on or before Closing. The failure of Seller to deliver a Response Notice shall be deemed Seller's election not to cure the Unpermitted Exceptions. If Buyer is not satisfied with Seller's Response Notice (or lack thereof), then prior to the expiration of the Due Diligence Period, the Buyer, as its sole and exclusive remedy, may elect to either (i) terminate this Contract and receive a refund of the Earnest Money, minus any and all Supplemental Earnest Money Deposits as described in Section 6C, which shall be immediately released to Seller; (ii) extend the period of time for Seller to remedy such Unpermitted Exceptions or defects by no more than thirty (30) days, provided that if Seller cannot remedy such Unpermitted Exceptions or defects within said thirty (30) day period, Buyer may elect to proceed under (i) or (iii) hereunder; or (iii) proceed to Closing with the Parties acknowledging that this Contract is for the sale and purchase of the Property in the condition reflected in the Title Commitment and Survey, with a deduction from the Purchase Price in an amount necessary to discharge any unpermitted liens or encumbrances of a definite or ascertainable amount.

9. **<u>SURVEY</u>**. Within 90 days of the Approval Date, the Buyer shall obtain a certified ALTA/ACSM survey of the Property (the "**Survey**") to be performed by a surveyor, which Survey shall contain such additional "Table A" items as may be required by Buyer. The cost of the Survey shall be credited to the Buyer at Closing.

10. **<u>DEED</u>**. The Seller shall convey to Buyer or its nominee fee simple title to the Property by a recordable special warranty deed (the "**Deed**") subject only to the Permitted Exceptions.

11. **<u>CLOSING DOCUMENTS</u>**. On the date of Closing, the obligations of the Parties shall be as follows:

A. The Seller shall deliver or cause to be delivered to the Title Company or Buyer, as necessary to consummate the Closing:

- **i.** the original executed and properly notarized Deed;
- **ii.** the original executed and properly notarized Affidavit of Title;
- **iii.** the Title Policy;
- **iv.** A quitclaim bill of sale, executed by Seller, for any personal property located at the Property;
- **v.** A non-foreign (FIRPTA) affidavit in a customary and satisfactory form;
- **vi.** counterpart originals of Seller's Closing Statement;
- **vii.** such other standard closing documents or other documentation as required by applicable law or the Title Company to effectuate the transaction

contemplated herein, including, without limitation, an ALTA Statement and GAP Undertaking; and

viii. True and correct copies of all surveys, contracts, or agreements affecting the Property, if any.

B. The Buyer shall deliver or cause to be delivered to the Title Company:

i. the Purchase Price, plus or minus prorations;
ii. counterpart originals of Seller's Closing Statement; and
iii. such standard closing documents or other documentation as required by applicable law or the Title Company to effectuate the transaction contemplated herein.

12. **REAL ESTATE TAXES**. Seller represents to Buyer that the Property is currently tax-exempt and that there are no real estate taxes outstanding on the Property. As a consequence, the Buyer will not receive any credit for real estate taxes at Closing and shall assume responsibility for all real estate taxes accruing on and after the date of Closing.

13. **CLOSING COSTS.** At Closing, the Seller shall pay for all title charges and expenses of or relating to the owner's Title Policy and Title Commitment, the recording costs of the Deed and one-half (1/2) of the fees for the Escrow. At Closing, the Buyer shall pay one-half (1/2) of the fees for the Escrow, the premium for a lender's title insurance policy and any endorsements requested by the lender, if any. All other charges and fees shall be paid by the Party customarily responsible for such charges and fees.

14. **CONVEYANCE TAXES.** The Parties acknowledge that since Seller is a governmental entity, this transaction is exempt from any State, County or local real estate transfer tax. Nevertheless, the Seller shall furnish all real estate transfer declarations as required by State, County and local law.

15. **CONDEMNATION**. In the event that between the date hereof and the Closing any condemnation or eminent domain proceedings are initiated or threatened which might result in the taking of any part of the Property, Seller shall promptly notify Buyer of same in writing, and then Buyer, at its sole option, may elect to terminate this Contract without costs, obligation or liability on the part of Buyer, in which event all rights and obligations of the Parties shall cease and the Earnest Money, minus any and all Supplemental Earnest Money Deposits as described in Section 6C, which shall be immediately released to Seller, then held shall be promptly refunded to Buyer. In the event Buyer elects not to so terminate this Contract, Seller shall assign to Buyer at Closing all of Seller's title and interest in and to any award pertaining to the Property made in connection with such condemnation or eminent domain proceedings. Buyer shall notify Seller within thirty (30) days after its receipt of written notice of the initiation or threat of such condemnation or eminent domain proceedings whether it elects to exercise its right to terminate this Contract; provided, however, if Buyer timely notifies Seller that it elects not to exercise its right to terminate this Contract, at the election of Buyer, the Closing shall be delayed by thirty (30) days for Buyer to make such election. If Buyer fails to notify Seller of its election within said thirty (30) day period, such failure shall constitute an election to terminate this Contract as aforesaid.

16. **COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller covenants, represents and warrants to the Buyer as to the following matters, each of which is so warranted to be true and correct as of the Effective Date and also on the date of Closing:

A. **Title & Survey Matters.**

(i) The Seller has good and marketable fee simple title to the Property subject only to the matters disclosed in the Title Commitment and the Survey.

(ii) Except for this Contract and the brokerage contract referenced in Section 19, Seller is not a party to any contract, lease, agreement or commitment to see, convey, lease, assign, transfer or otherwise dispose of any portion or portions of the Property. There is no unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by any person. Seller has enjoyed the continuous and uninterrupted quiet possession, use and operation of the Property without any material complaint or objection by any person.

(iii) Between the date hereof and the Closing, Seller shall not negotiate or enter into any contracts, agreements or leases pertaining to the Property with any party other than Buyer which would survive the Closing and be binding upon Buyer or the Property.

(iv) As of the Closing, there will be no (i) recapture fees due for any infrastructure developed for or on the Property and (ii) monetary liabilities related to the Property for which or to which the Buyer or the Property will be liable or subject, except for non-delinquent liabilities under the Permitted Exceptions.

(v) The Property abuts on at least one side a public street or road in a manner so as to permit reasonable, customary and adequate commercial and non-commercial vehicular and pedestrian ingress, egress and access to each parcel thereof, or has adequate easements across intervening property to permit reasonable, customary and adequate commercial and non-commercial vehicular and pedestrian ingress, egress and access to each parcel thereof from a public street or road. There are no unreasonable restrictions on entrance to or exit from the Property to adjacent public streets and no conditions which will result in the termination of the present access from the Property to existing highways or roads.

B. **<u>Violations of Zoning and Other Laws</u>.** The Seller has received no notice, written or otherwise, from any governmental agency alleging any violations of any statute, ordinance, regulation or code, except as provided as part of the Due Diligence Documents. The Property is in compliance with all applicable private restrictions, ordinances, codes, rules, regulations and other laws, including, without limitation, those relating to zoning, subdivision, health or safety. Seller has not received any notice that any permanent certificate of occupancy or other permit required by applicable governmental or regulatory authorities having jurisdiction over the Property has not been issued, has not been paid for, or is no longer in full force and effect.

C. **<u>Litigation</u>.** Seller is not a party to any litigation, arbitration or administrative proceeding (a) with any person or entity concerning any aspect of the Property or having or claiming any interest in the Property, (b) which affects or questions Seller's title to the Property or Seller's ability to perform its obligation under the Contract, or (c) which otherwise affects or relates to the Property. To the Seller's actual knowledge, there are no pending or threatened matters of litigation, administrative action or examination, claim or demand whatsoever relating to the Property.

D. **<u>Eminent Domain</u>.** There is no pending eminent domain, condemnation or other governmental taking of the Property or any part thereof, and to the actual knowledge and belief of the Seller, there is no threatened eminent domain, condemnation or other governmental taking of the Property or any part thereof. There are no actions which are pending or, to the actual knowledge and belief of the Seller, threatened against the Property or Seller which could reasonably be expected to affect the continued use or possible development of the Property. There exists no unfulfilled obligation on the part of Seller to dedicate or grant an easement or easements over any portion or portions of the Property to any governmental or regulatory authority.

E. **Assessments.** Seller has not received any notice of any special or general assessment or lien affecting the Property. To the Seller's actual knowledge, there are no special or general assessments pending against or affecting the Property.

F. **Authority of Signatories; No Breach of Other Agreements; etc.** The execution, delivery of and performance under this Contract by the Seller is pursuant to authority validly and duly conferred upon the signatories hereto, subject to Section 1 and Section 27. The Contract is, and all other closing documents to be executed and delivered by Seller will be on the Closing, valid and binding obligations of Seller, subject to Section 1 and Section 27.

G. **All Information.** The Seller shall provide all of the Due Diligence Documents and shall not withhold any of the same.

H. **Organization.**

(i) Seller is duly organized and validly existing under the laws of the State of Illinois, and has the full right, power, and authority to sell and convey the Property as provided in this Contract and to carry out Seller's obligations hereunder, without the joinder of any other person or entity, and all requisite action necessary to authorize Seller to enter into this Contract and carry out its obligations hereunder has been or by the Closing will have been taken.

(ii) Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and any applicable regulations promulgated thereunder.

I. **Not a Prohibited Person**. Seller, its City Council, nor any of their respective brokers or other agents acting in any capacity in connection with the transactions contemplated by this Contract is a Prohibited Person (as defined below).

J. **Environmental Conditions**. Seller has provided to the Buyer all information in its possession related to the environmental condition of the Property, including any environmental reports and studies. The staff of the Seller has no knowledge related to the environmental condition of the Property that is not contained within the environmental reports and studies provided to the Buyer.

K. **Insurance**. Sellers have not received, with respect to the Property, any notice from any insurance company, governmental or regulatory authority or any other person of, nor are there any facts or circumstances which could give rise to any condition, defect, or inadequacy affecting the Property that, if not corrected, would result in termination of insurance coverage or materially increase its cost.

For purposes of this Section 16, the Buyer acknowledges that any clause relating to the knowledge or actual knowledge of the Seller shall mean solely the knowledge of the Seller's current Mayor, City Administrator or City Council.

17. COVENANTS, REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer covenants, represents and warrants to the Seller as to the following matters, each of which is so warranted to be true and correct as of the Effective Date and also on the date of Closing:

A. **Duly Organized.** The Buyer is duly organized and capable of entering into and fulfilling this Contract.

B. **No Breach.** Execution and fulfillment of this Contract by the Buyer will not create a breach of or conflict with any other agreement that Buyer is a party to.

C. **Pending and Threatened Litigation.** To the Buyer's best knowledge, no pending or threatened litigation exists which if determined adversely would impact this Contract.

D. **No Representations**. Except as provided in this Contract, the Buyer has not relied on any representation, statement, or warranty of the Seller in connection with this Contract and the acquisition of the Property.

E. **Not a Prohibited Person.** Buyer, Buyer's investors and Buyer's affiliates are not a Prohibited Person (as defined below).

F. **No Money Laundering.** The funds or other assets Buyer will transfer to Seller under this Contract are not the proceeds of specified unlawful activity as defined by 18 U.S.C. § 1956(c)(7)

18. DEFAULT AND CONDITIONS PRECEDENT TO CLOSING.

A. This Contract is conditioned on the following matters (collectively, the "**Conditions Precedent**"):

i. fee simple title to the Property is shown to be good and marketable, subject only to the Permitted Exceptions;

ii. the covenants, representations and warranties of the Seller contained in Section 16 are true and accurate on the date of Closing or waived by Buyer in writing before the date of Closing;

iii. The Seller has received approval for this Contract from the City Council and has complied with the requirements of the Illinois Municipal Code in order to convey title to the property;

iv. At no out-of-pocket cost to Seller or its staff, Seller shall assist Buyer in Buyer's efforts to obtain county and state incentives with respect to the Property including, without limitation, executing any applications and other documentation required in connection with the same and shall have approved an ordinance providing for Class 6B tax incentives for the Property in connection with the development thereof as a new Class A industrial facility, as set forth in Section 25 hereof;

v. Any and all leases encumbering the Property shall have been terminated, and any and all parties in possession of the Property shall have vacated the same.

B. **<u>Seller's Default</u>.** If, before the date of Closing, the Buyer becomes aware of any breach of this Contract by the Seller, and the Buyer has not breached this Contract, then the Buyer's sole and exclusive remedy for such breach shall be either to (1) bring an action for specific performance to enforce the terms of this Contract or (2) terminate this Contract and receive a full refund of the Earnest Money and any interest, minus any and all Supplemental Earnest Money Deposits as described in Section 6C, which shall be immediately released to Seller. Notwithstanding anything here to the contrary, if the Property is transferred to a third party in contravention of this Contract, and the Buyer has not breached this Contract, then the Buyer may seek any rights and/or remedies available to Buyer under applicable law, including receipt of damages from Seller.

C. **<u>Buyer's Default</u>.** If, before the date of Closing, the Seller shall become aware of any breach of this Contract by the Buyer, and Buyer fails to cure such default within ten (10) business days following receipt of written notice from Seller, then Seller's sole remedy shall be to terminate the Contract and retain the Earnest Money as liquidated damages. The Parties acknowledge that Seller's actual damages in the event that any uncured default by Buyer occurs hereunder would be extremely difficult or impracticable to determine. Therefore, the Parties acknowledge that the liquidated damages set forth above have been agreed upon, after negotiation, as the Parties' reasonable estimate of Seller's damages and as Seller's sole and exclusive remedy against Buyer in the event that Buyer defaults under this Contract and fails to cure such default within ten (10) business days following receipt of written notice from Seller.

19. **<u>BINDING EFFECT</u>**. This Contract shall inure to the benefit of and shall be binding upon the managers, members, owners, and/or successors-in-interest of any kind whatsoever of the Parties hereto. The Buyer has the right to assign this Contract to an entity controlled and managed by the Buyer; provided, however, that any assignee of the Buyer shall be jointly and severally liable with the Buyer for all the obligations and responsibilities of the Buyer under this Contract. Should Buyer choose to assign the Contract within the requirements of this Section 18, Buyer must provide written notice to Seller, including a copy the assignment, no later than five (5) business days prior to the Closing.

20. **<u>BROKERAGE</u>**. Both Parties represent and warrant that they have not worked with nor employed any real estate broker, finder or consultant in conjunction with the transaction contemplated herein except for Cornerstone Investment Properties Brokerage ("**Cornerstone**") and Paine Wetzel. Each Party hereby defends, indemnifies and holds the other Party harmless from and against any claims of brokers, finders, consultants and the like for any commission or compensation by or through acts of that Party in connection with this Contract. This Section shall survive the Closing or the termination of this Contract for an indefinite period. The Seller shall pay the commissions of Cornerstone and Paine Wetzel pursuant to a separate agreement between Seller and Cornerstone (the "**Cornerstone Agreement**"). Paine Wetzel, as broker for the Buyer, will be paid pursuant to the terms of the Cornerstone Agreement. Seller will indemnify Buyer from any failure to pay the brokers as specified herein.

21. **<u>NOTICES</u>.** Any and all notices, demands, consents and approvals required under this Contract shall be sent and deemed received: (A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or (B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as FedEx or UPS) for guaranteed next business day delivery, or (C) by email transmission on the day of transmission if sent before 5:00 P.M. on a business day, with the sender retaining a copy of the confirmation of transmission, and if sent after 5:00 P.M. then on the next business day, or (D) by personal delivery on the day of delivery. All notices shall be sent to the Parties as follows:

To Seller:	City of Prospect Heights 8 North Elmhurst Road Prospect Heights, IL 60070 Attn: City Administrator Email: jwade@prospect-heights.org
With a copy to:	Tressler LLP 223 South Wacker Drive, 22nd Floor Chicago, IL 60606 Attn: Kevin Kearney Email: kkearney@tresslerllp.com
To Buyer:	Conor Commercial Real Estate LLC 9500 West Bryn Mawr, Suite 200 Rosemost, IL 60018 Attn: Brian Quigley Email: bquigley@conorcommercial.com
With a copy to:	McDermott Will & Emery LLP 444 West Lake Street, Suite 4000 Chicago, IL 60606 Attn: Ankur Gupta Email: ankurgupta@mwe.com

Either Party hereto may change the name(s) and address(es) of the designee to whom notice shall be sent by giving written notice of such change to the other Party hereto in the same manner as all other notices are required to be delivered hereunder. For the sake of clarification, all notices, demands, consents and approvals may be sent by Buyer's attorney or by Seller's attorney, on Buyer's or Seller's behalf, as applicable, and such notices sent by Buyer's attorney or Seller's attorney, as applicable, shall be effective notices as if sent by Buyer or Seller, as applicable.

22. MISCELLANEOUS.

A. Time is of the Essence. The Parties agree that time is of the essence throughout the term of this Contract and every provision hereof. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

B. Interpretation. This Contract provides for the purchase and sale of property located in the State of Illinois, and is to be performed within the State of Illinois. Accordingly, this Contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.

C. Section Headings. The headings contained in this Contract are for convenience only and shall in no way enlarge or limit the scope or meaning of the various provisions herein.

D. Singular and Plural. Whenever used in this Contract, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

E. **Litigation.** The Parties agree that, for the purpose of any litigation related to this Contract and its enforcement, venue shall be in the State Circuit Court of Cook County, Illinois. Further, the prevailing Party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' and paralegals' fees as a result thereof from the non-prevailing Party.

F. **No Recording.** Buyer may not record this Contract or any memorandum thereof against the Property, and any such recording by shall be deemed to be a default by Buyer hereunder.

G. **Savings Clause.** If any of the provisions of this Contract, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Contract shall not be affected thereby, and every other provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

H. **Counterparts.** This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Electronic or facsimile signatures to this Contract shall be deemed sufficient for execution so long as original signatures are delivered to the other party hereto promptly thereafter.

I. **Buyer is Not Disqualified.** The persons signing this Contract on behalf of the Buyer ("**Buyer's Signatories**") swear and affirm hereby that to their actual knowledge, the Buyer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless: (a) the Buyer is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax; or (b) the Buyer has contracted with the Department of Revenue for the payment of all such taxes that are due and is in compliance with that contract.

J. **Prohibited Person.** As used in this Contract, the term "Prohibited Person" means any of the following: (a) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the "**Executive Order**"); (b) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a person or entity that is named as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") at its official website, http://www.treas.gov/offices/enforcement/ofac; (d) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (e) a person or entity that is affiliated with any person or entity identified in clause (a), (b), (c) and/or (d) above.

K. **Site Plan.** Buyer is purchasing the Property with the intention of developing the Property in accordance with the site plan attached hereto as Exhibit C ("Draft Site Plan"), which Seller acknowledges hereby. The Parties agree to cooperate with each other in good faith to finalize the Draft Site Plan, with the understanding that Seller approval of the Draft Site Plan shall occur after Closing, and may require minor modifications to the Draft Site Plan.

23. **CONTRACT MODIFICATION.** This Contract and the Exhibits attached hereto and made a part hereof embody the entire understanding between the Parties with respect to the Property. This Contract supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal, regarding the Parties and the Property. No extensions, modifications or amendments to this Contract, of any kind whatsoever, shall be made or claimed unless the same is signed by both Parties and dated later than the Effective Date.

24. **EXHIBITS.** The following Exhibits are attached hereto and made a part hereof by reference:

Exhibit A Legal Description of the Property

Exhibit B Due Diligence Documents

Exhibit C Draft Site Plan

25. **NO WAIVER OF TORT IMMUNITY.** Nothing contained in this Contract shall constitute a waiver by the Seller of any right, privilege or defense to which Seller is entitled under statutory or common law, including but not limited to the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq*.

26. **6B APPLICATION.** The Seller will provide to the Buyer a lawful resolution, expressly stating that it supports and consents to the filing of a Class 6B Application and that it finds Class 6B necessary for the contemplated development to occur on the Property (the "**6B Resolution**"). The Seller will provide this 6B Resolution within 60 days of Closing. Prior to Closing, the Seller shall provide to the Buyer a resolution stating that it will approve the 6B Resolution contingent on the Buyer taking title to the Property. This Section will survive Closing for a period of one year. The Seller does not make any representations as to the conditions or facts of the Property for Class 6B eligibility. The Parties recognize that the County shall ultimately determine whether or not the Property shall be awarded Class 6B designation.

27. **APPROVAL DATE.** Pursuant to Section 1, the Seller is a non-home rule unit of local government and, as a consequence, this Contract is subject to the provisions of the Municipal Code, in particular 65 ILCS 5/11-76 *et seq*. After the Effective Date, the Seller shall obtain an appraisal of the Property. If the Purchase Price is less than 80% of the appraised value, then this Contract shall be null and void and the Earnest Money shall be immediately returned to the Buyer. If the Purchase Price is 80% of the appraised value or more, then the Seller shall pass a resolution authorizing the sale of the Property pursuant to this Contract. The date the Seller passes such resolution authorizing the sale of the Property shall be the "**Approval Date**".

*** * * ***

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*** * * ***

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the Effective Date.

SELLER:

CITY OF PROSPECT HEIGHTS,
an Illinois non-home rule municipal corporation

BY: Nicholas J. Helmer, Mayor

BUYER:

CONOR COMMERCIAL REAL ESTATE LLC,
a Delaware limited liability company

BY: Daniel P. McShane, Secretary

Exhibit A

Legal Description of the Property

LEGAL DESCRIPTION:

THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 44 MINUTES 37 SECONDS EAST, BEING AN ASSUMED BEARING ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 349.27 FEET TO THE WEST LINE OF THE EAST 989.57 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24, SAID WEST LINE BEING THE WEST LINE OF LOT 2 IN BRIARLAKE RESUBDIVISION RECORDED OCTOBER 20, 1989 AS DOCUMENT NO. 89499649; THENCE NORTH 00 DEGREES 45 MINUTES 34 SECONDS WEST, ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 432.88 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF PIPER LANE AS DEDICATED FOR PUBLIC STREET ACCORDING TO TRUSTEES' DEED RECORDED OCTOBER 8, 1987 AS DOCUMENT NO. 87547388; THENCE NORTHWESTERLY ON SAID SOUTHWESTERLY RIGHT OF WAY LINE OF PIPER LANE AN ARC DISTANCE OF 82.23 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 71.50 FEET WITH A CHORD BEARING OF NORTH 33 DEGREES 55 MINUTES 29 SECONDS WEST AND A CHORD DISTANCE OF 77.78 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 29 SECONDS WEST, ON THE WEST RIGHT OF WAY LINE OF PIPER LANE AS MONUMENTED,95.42 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY 19.02 FEET ON THE ARCE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 13.0 FEET WITH A CHORD BEARING OF NORTH 42 DEGREES 28 MINUTES 14 SECONDS WEST AND A CHORD DISTANCE OF 17.37 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF PIPER LANE AS MONUMENTED AND DEDICATED ACCORDING TO SAID DOCUMENT NO. 87547388; THENCE NORTH 85 DEGREES 00 MINUTES 51 SECONDS WEST, ON SAID SOUTHERLY RIGHT OF WAY LINE OF PIPER LANE, 293.88 FEET TO THE NORTHEAST CORNER OF LOT 1 IN PIPER LANE MINIWAREHOUSE SUBDIVISION RECORDED MARCH 22, 1988 AS DOCUMENT NO. 88117034; THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER 631.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

LOT 1 IN PIPER LANE MINIWAREHOUSE SUBDIVISION, BEING A RE-SUBDIVISION IN THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF SAID LOT 1 LYING WEST OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, SAID NORTHEAST CORNER BEING ALSO THE INTERSECTION OF THE SOUTH LINE OF PIPER LANE AND THE EAST LINE OF THE WEST ½ OF THE NORTHWEST ¼ OF SAID SECTION 24; THENCE NORTH 89°46'43" WEST ALONG THE NORTH LINE OF SAID LOT 1 AND THE SOUTH LINE OF SAID PIPER LANE, 342.30 FEET TO THE POINT OF BEGINNING OF THE AFORESAID EXCEPTION LINE, SAID POINT OF BEGINNING BEING ALSO A CORNER OF SAID LOT 1; THENCE SOUTH 28°4'3" WEST ALONG A WESTERLY LINE OF SAID LOT 1, 72.32 FEET TO A POINT OF CURVE; THENCE CONTINUING SOUTHERLY ALONG A WESTERLY LINE OF SAID LOT 1 BEING THE ARC OF A CIRCLE, A

DISTANCE OF 214.49 FEET, CONVEX TO THE WEST, HAVING A RADIUS OF 250.00 FEET, A CHORD BEARING OF SOUTH 3°29’20” WEST AND A CHORD DISTANCE OF 207.97 FEET TO A POINT OF TANGENCY; THENCE CONTINUING SOUTH 21°5’24” EAST, 55.61 FEET ALONG A WESTERLY LINE OF SAID LOT 1 TO A POINT OF CURVE; THENCE CONTINUING SOUTHERLY ALONG A WESTERLY LINE OF SAID LOT 1 BEING THE ARC OF A CIRCLE, A DISTANCE OF 179.68 FEET, HAVING A RADIUS OF 483.00 FEET, CONVEX TO THE EAST, A CHORD BEARING OF SOUTH 10°25’58” EAST AND A CHORD DISTANCE OF 0°13’28” WEST, 132.15 FEET ALONG A WESTERLY LINE OF SAID LOT 1 AND ITS SOUTHERLY EXTENSION TO A POINT ON THE SOUTH LINE OF SAID LOT 1 AND THE POINT OF ENDING FOR SAID EXCEPTION LINE, IN COOK COUNTY, ILLINOIS.

PIN: 03-24-100-045-0000 & 03-24-101-009-0000
COMMON ADDRESS: 25 & 35 Piper Lane, Prospect Heights, IL 60070

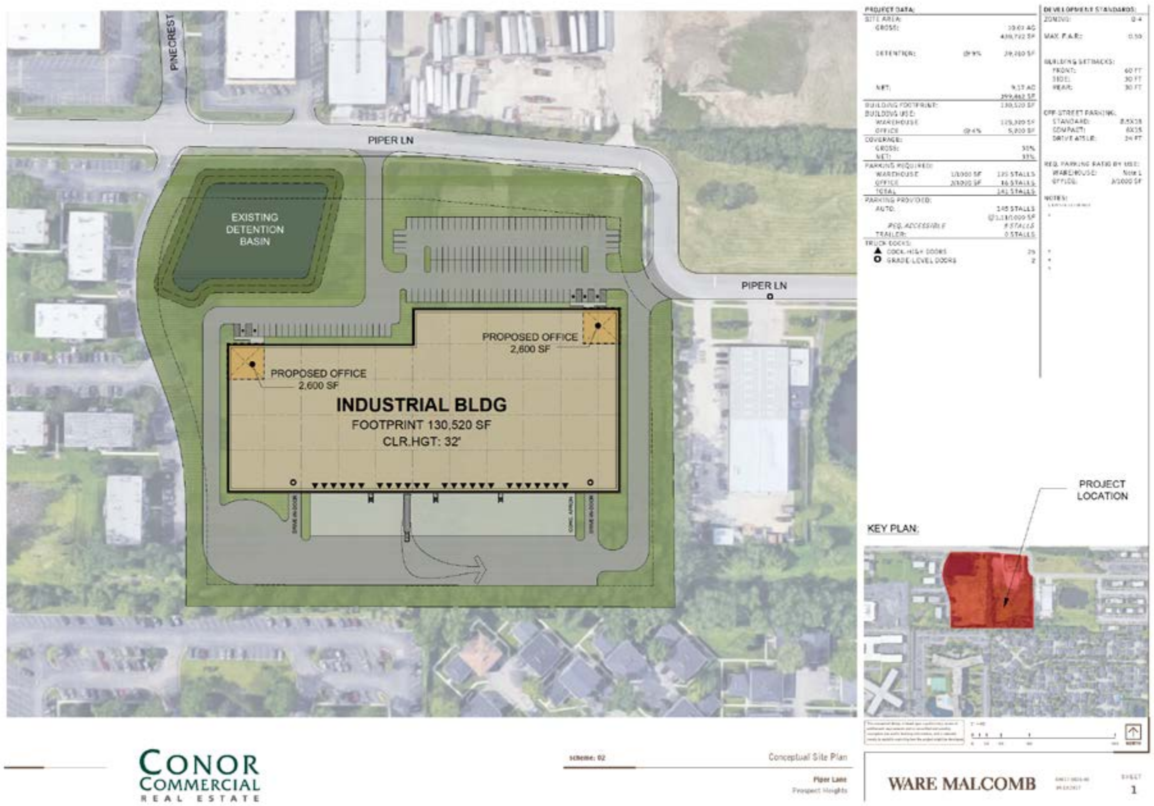
Exhibit B

Due Diligence Documents

1. All surveys in Seller’s possession;
2. All environmental reports in Seller’s possession, including, but not limited to, any Phase I or Phase II reports;
3. All service contracts associated with the Property, including, but not limited to, waste removal, janitorial services, management agreement and the like;
4. All communications, letters, complaints or other correspondence from any governmental authority regarding any zoning, building or environmental violation or issue;
5. All engineering reports and architectural reports in Seller’s possession for any building on the Property;
6. All title reports in Seller’s possession, including all title exception documents in Seller’s possession; and
7. Any leases in Seller’s possession.

<u>Exhibit C</u>

Draft Site Plan



CHICAGO COMMERCIAL
APPRAISAL GROUP

Phone: (773) 763-6750
CommercialAppraiser.com
PAG@CommercialAppraiser.com
1234 Sherman Ave., Suite 212
Evanston, IL 60202

REAL PROPERTY APPRAISAL REPORT

25 & 35 Piper Lane

Prospect Heights, Illinois
60070-1782

File No. 18-21063

as of
June 8, 2018

June 19, 2018

Mr. Joe Wade
City Administrator
City of Prospect Heights
8 N. Elmhurst Road
Prospect Heights, Illinois 60070-1782

RE: Vacant Land
25 & 35 Piper Lane
Prospect Heights, Illinois 60070-1782
PIN(S):03-24-100-045 & 03-24-101-009
File No: 18-21063

Dear Mr. Wade:

In accordance with your request, we have inspected and appraised the real property located at 25 & 35 Piper Lane, Prospect Heights, Wheeling Township, Cook County, Illinois 60070-1782. The purpose of this appraisal is to arrive at a supportable opinion of the market value of the fee simple interest in the vacant land to be used by our client for property disposition; its use for any other purpose or valuation date may invalidate the appraisal. This appraisal is not intended for federally related financing.

The subject property is a 438,722±-square-foot, generally regular, corner-block vacant site, which is zoned B-4, Office-Industrial P.U.D. in Prospect Heights, Illinois. The parcel size was taken from a Plat of Survey performed by Gremely & Biedermann dated June 18, 2007; recertified to Raysa & Zimmermann, LLC on December 27, 2007. An unsigned real estate purchase and sales contract was provided dated May, 2018 between seller City of Prospect Heights/ Non-Home Rule Municipality and buyer Conor Commercial Real Estate LLC, a Delaware limited liability company. The purchase price is $2,750,000 based on a land size of 10.09 acres; if it is determined by a survey that the land is greater or less than 10.09 acres, then the purchase price is adjusted at a rate of $6.26 per square foot of land area. The provided Plat of Survey as reproduced in the addendum states a land size of 438,722±-square-foot, or ~10.07 acres and the basis of our analysis. Conor Commercial Real Estate LLC intends to build a 130,520 square feet industrial building with a 32' clear ceiling heights.

(Continued on the next page)

The subject has non-exclusive easements primarily at the mid-section of the west site area extending to the rear, and along the mid-section extending the length of the site. The proposed building development would be built-over the easements. This appraisal assumes that the easements do not restrict development. The incorporation of this assumption has dramatic effect on the analysis and conclusion of this appraisal.

The property rights appraised are the fee simple interest, assuming no leases, liens, or encumbrances other than normal covenants and typical restrictions of record, and subject to the definitions of value, assumptions and limiting conditions, and certifications in the attached appraisal report. The property was inspected on June 8, 2018. The effective date of the opinion of market value is June 8, 2018.

The appraisal results are presented in the attached appraisal report prepared in accordance with the *Uniform Standards of Professional Appraisal Practice (USPAP)* Standards Rule 2-2(a). The discussions of the data, reasoning, and analyses used to arrive at the conclusion of value are intended to be appropriate in relation to the significance of the appraisal problem and to be sufficient to enable the client and other intended users, as identified, to properly understand the appraisal.

Based on the data and conclusions in the attached report, it is our opinion that the market value of the fee simple interest of the 438,722±-square-foot vacant land, as of June 8, 2018, is:

TWO MILLION SEVEN HUNDRED FORTY-FIVE THOUSAND DOLLARS
($2,745,000)

This letter of transmittal sets forth the value conclusions resulting from our inspection, research, and analyses. The data and analyses to support these conclusions immediately follow in the attached appraisal report.

The opinions of value are predicated upon the subject property being free and clear of environmental contamination and in conformance with all applicable health and safety codes.

Respectfully submitted,

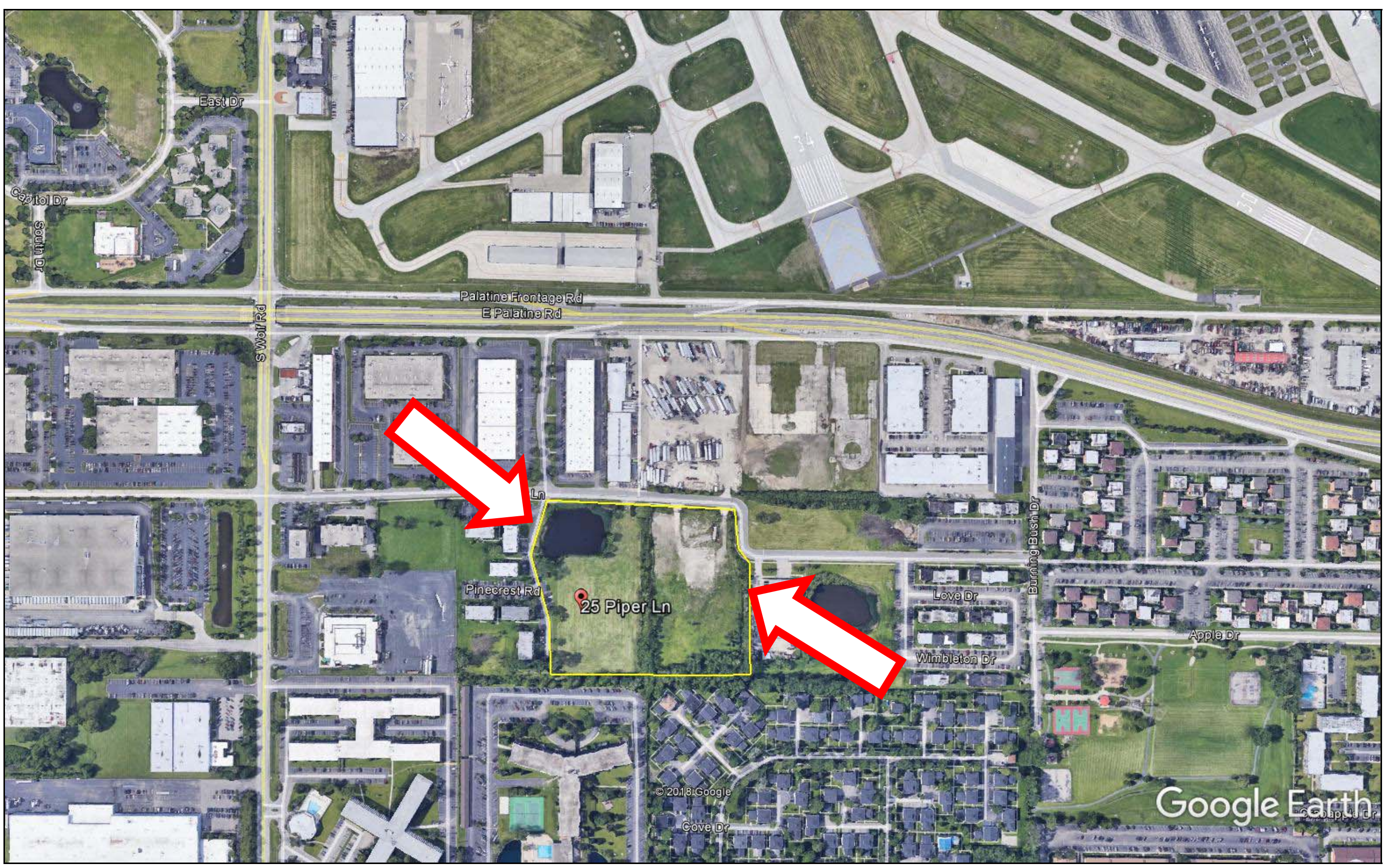
Matthew T. Kang
Appraiser
Associate Real Estate Trainee Appraiser
Illinois License No. 557.006393
Expiration Date: 09/30/2019

Gary T. Peterson, MAI, MBA
President
State Certified General Real Estate Appraiser
Illinois License No. 553.000191
Expiration Date: 09/30/2019
REVIEWED AND APPROVED

PHOTOGRAPHS

25 & 35 PIPER LANE, PROSPECT HEIGHTS, ILLINOIS 60070-1782
PIN(S): 03-24-100-045 & 03-24-101-009

Subject Aerial



View From West Elevation Looking North Toward Piper Lane

View From West Elevation Looking East

View From Piper Lane

View From Piper Lane

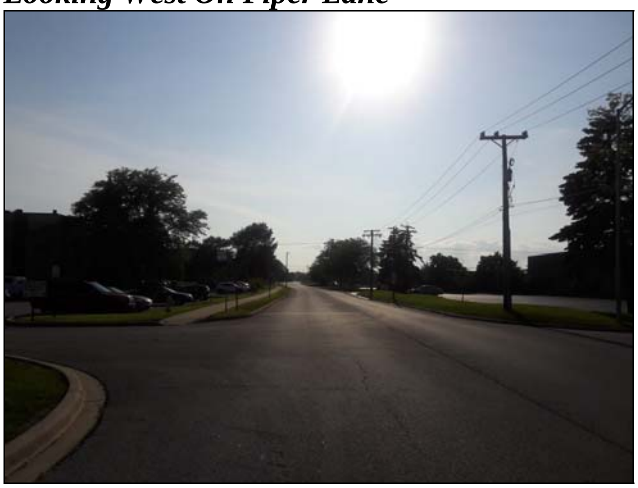
View From Piper Lane

View Of Retention At The SW Corner Of Site

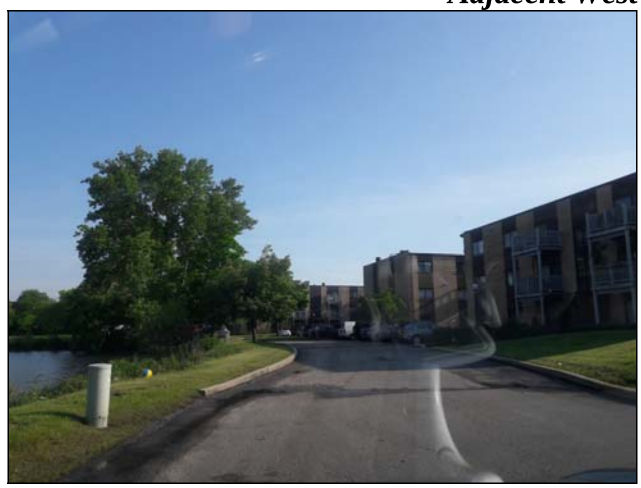
Looking East On Piper Lane

Looking East On Piper Lane Where It Bends

Looking West On Piper Lane



Adjacent West



Looking North

Adjacent East City Building

TABLE OF CONTENTS

ADDENDA

SUMMARY OF CONCLUSIONS

Purpose/ Intended Use:	To arrive at a supportable opinion of the market value of the fee simple interest in the vacant land to be used by our client for property disposition.
Client/ Requestor/ Date Requested:	City of Prospect Heights/Mr. Joe Wade/ June 7, 2018
Location:	25 & 35 Piper Lane Prospect Heights, Illinois 60070-1782
Property Index Number(s):	03-24-100-045 & 03-24-101-009
Real Property Appraised:	Vacant Land.
Land Area:	438,722± square-feet
Zoning:	B-4, Office-Industrial P.U.D.
Highest and Best Use as Vacant:	Industrial-related development.
Market Value Indications:	
Cost Approach:	NA
Income Capitalization Approach:	NA
Sales Comparison Approach:	$2,745,000
Final Market Value Opinions:	$2,745,000
Effective Value Date:	June 8, 2018
Inspection Date:	June 8, 2018
Exposure Period:	18-24 months

PROPERTY IDENTIFICATION

The property appraised is a 438,722±-square-foot, generally regular, corner-block vacant site, which is zoned B-4, Office-Industrial P.U.D. in Prospect Heights, Illinois. The parcel size was taken from a Plat of Survey performed by Gremely & Biedermann dated June 18, 2007; recertified to Raysa & Zimmermann, LLC on December 27, 2007.

LEGAL DESCRIPTION

A legal description was provided and reproduced in the addendum. The property is also identified by its property index number(s) and common address.

Common Street Address:	**Assessor's Property Index Number(s):**
25 & 35 Piper Lane Prospect Heights, Illinois 60070-1782	03-24-100-045 & 03-24-101-009

PURPOSE

The purpose of this appraisal is to estimate the market value for a 100% ownership interest in the subject property's fee simple interest, assuming no leases, liens, or encumbrances other than normal covenants and typical restrictions of record.

IDENTIFICATION OF THE CLIENT, INTENDED USE AND INTENDED USERS

This appraisal is to be used to arrive at a supportable opinion of the market value of the fee simple interest in the vacant land to be used by our client for property disposition; its use for any other purpose or valuation date may invalidate the appraisal. Mr. Joe Wade of City of Prospect Heights engaged this appraisal on the behalf of our client on June 7, 2018. Only the client and intended user identified above, and other intended users, if listed in the scope of work section herein, may use this report. Our client did not specifically advise us of any other intended users of this appraisal at the time of assignment. Parties who receive a copy of this appraisal report because of disclosure requirements applicable to our client do not become intended users of this report unless specifically identified by our client at the time of assignment. Other readers may not use, or rely on any portion of this report without the expressed written consent of the Chicago Commercial Appraisal Group. Unauthorized users of this report do so at their own risk. No liability is assumed, expressed, or implied by the Chicago Commercial Appraisal Group, or the appraisers, for unauthorized use of this report.

APPRAISAL REPORT OPTION

This appraisal report is prepared in accordance with *USPAP* Standards Rule 2-2(a), which sets forth the requirements for real property appraisal reports. The discussions of the data, reasoning, and analyses used to arrive at the conclusion of value are intended to be appropriate in relation to the significance of the appraisal problem and to be sufficient to enable the client and other intended users, as identified, to properly understand the appraisal. The depth of discussion contained in this report is specific to the needs of the client in its intended use. No other use or users are intended.

MARKET VALUE DEFINITION

Market value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.[1]

MARKETING PERIOD AND EXPOSURE TIME

The definition of market value requires that a reasonable time is allowed for exposure in the open market. The Uniform Standards of Professional Appraisal Practice (*USPAP*) requires the appraiser to develop an opinion of a reasonable exposure time linked to the value opinion. This is defined as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. This is different from marketing time, which is amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

Exposure time and marketing period could be the same, given a stable market environment with no change anticipated in market conditions. However, in many instances this is not the case. If the market is improving, the marketing period would most likely be less than the exposure period. If the market conditions were anticipated to worsen, however, the opposite may be true. The value opinion for the subject contained in this report is premised on an exposure period of 18-24 months before the hypothetical consummation of a sale on the effective date of valuation. Additionally, if properly priced and marketed, the property would be expected to sell within a marketing period of 18-24 months.

1 Appraisal Institute. *The Dictionary of Real Estate Appraisal 6th Ed.;* 12 C.F.R. Part 34.42 (g).

PROPERTY RIGHTS APPRAISED

The property rights appraised are the fee simple interest ownership rights in the property. Fee simple estate is defined as:

> *Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by governmental powers of taxation, eminent domain, police power, and escheat.*[2]

INSPECTION DATE

Chicago Commercial Appraisal Group, personnel inspected the subject property on June 8, 2018.

EFFECTIVE VALUE DATE

The effective value date is June 8, 2018.

DATE REPORT ISSUED

This report is dated June 19, 2018.

SCOPE OF WORK

In order to determine the type and extent of research and analyses necessary to develop credible assignment results the appraisers:

- Gathered and analyzed information about the assignment elements necessary to properly address appraisal problem to be solved, and to specifically identify:
    - the client and any other intended users;
    - the intended use of the appraiser’s opinions and conclusions;
    - the type and definition of value;
    - the effective date of the appraiser's opinions and conclusions;
    - the subject of the assignment and its relevant characteristics; and
    - any additional assignment conditions, extraordinary assumptions and hypothetical conditions.

- Communicated with the client to clarify the relevant information necessary for assignment as listed above as well as specific assignment conditions, assumptions, extraordinary assumptions, hypothetical conditions, supplemental standards, jurisdictional exceptions, and other specific needs that affect the scope of work.

- Reached an agreement with the client regarding the appropriate scope of work for the assignment given the intended use.

2 *The Dictionary of Real Estate Appraisal*, 6th ed., The Appraisal Institute, 2015.

SCOPE OF WORK – Continued

Property Identification

Descriptive information about the subject property is based on a physical inspection of the land and improvements, public records, Plat of Survey, proposed building plans and conversations with property representative as needed. The information used by the appraiser to identify the relevant property characteristics is from sources the appraiser reasonably believes are reliable and typically includes some or all of the following to the extent they are available:

- a property inspection;
- documents, such as:
  - a legal description
  - address
  - assessor's map reference or property identification number PIN
  - a copy of a plat of survey
  - a tax map (plat)
  - a property sketch, and/or
  - photographs

Property Inspection

An inspection was made by Chicago Commercial Appraisal Group, personnels of the subject property on June 8, 2018. Photographs also were taken on that date. The inspection is made on a walk-about basis. It is not intended to, nor is the appraiser qualified to address soil/land integrity and code compliance.

The primary purpose of the property inspection is to gather information about the characteristics of the property that are relevant to its value. It is limited to those things which are readily observable without the use of special testing or equipment. This type of inspection is not necessarily the equivalent of an inspection by a qualified engineer. The appraiser's inspection is sufficient to adequately describe the real; to develop an opinion of highest and best use; and to make meaningful comparisons in the appraisal of the property. The appraisers do not have the necessary special training, knowledge, or experience to discover and evaluate physical defects or environmental conditions.

As the inspection is visual only, hidden or concealed defects are not included. The value opinion is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them.

SCOPE OF WORK – Continued

Type and Extent of Data Researched

In developing the real property appraisal, the appraiser collected and analyzed all information necessary for credible assignment results. Market data was obtained from one or more of the following sources: real estate professionals, public records and public records services; management agents and property owners; CoStar/COMPS® Inc.; Midwest Real Estate Data (MRED) Multiple Listing Service (MLS); as well as properties that we have appraised. Information gathered are comparable land sales. We considered historical information and trends, current supply and demand factors affecting such trends, and anticipated events such as competition from developments under construction.

To the extent that information could be obtained during the normal course of business we analyzed all agreements of sale, options, and listings of the subject property current as of the effective date of the appraisal; and analyzed all sales of the subject property that occurred within the three years prior to the effective date of the appraisal. We confirmed statements of fact through public records, with a party to the transaction or with other sources deemed reliable, and cross-referenced the data sources for accuracy.

The market data used in this report are the best indicators for the subject property. We retained additional data considered, but not reported, in our work files. Information supplied by others which was considered in this valuation came from sources believed to be reliable, and we assume no further responsibility for its accuracy. It is recognized that not all reported sales and rental data will be completely correct because of inconsistencies in reporting practices, but a diligent effort was made to confirm the sales data to a reasonable degree of accuracy via interview, observation or cross checking with secondary sources. This scope of work does not require confirmation of each and every sale detail. In this analysis, several comparable sales are presented to minimize the impact on the analysis by any one piece of incorrect data. We reserve the right to amend the valuation herein reported as required by consideration of additional or more reliable data that may become available.

SCOPE OF WORK – Continued

Within the context of the assignment's intended use the appraiser performed the following specific analyses:

- Analyze the effect of land use regulations, economic supply and demand, the physical adaptability of the real estate, and local/ competitive market area trends

- Analyze the relevant legal, physical, and economic factors necessary to develop an opinion of the highest and best use of the real estate

- Analyze the effect on value, if any, of anticipated public or private improvements, located on or off the site to the extent they are reflected in market actions.

- Develop an opinion of the market value of the real property using the sales comparison approach.

- Consider the quality and quantity of data available and analyzed within the approaches used; and reconcile the applicability or suitability of the approaches used to arrive at a final value opinion of value expressed as either a final range of value or a single point estimate.

- Prepare an appraisal report in accordance with the reporting requirements set forth under Standards Rule 2-2(a) of the *Uniform Standards of Professional Appraisal Practice* of the Appraisal Foundation.

The estimate of value contained herein is predicated upon the condition that all necessary licenses, permits and approvals have been secured and that the existing building has been constructed in accordance with local zoning ordinances, building codes, and all other applicable regulations. (Please see *Assumptions and Limiting Conditions* number 19 for our reliance on assumed compliance of the subject property with applicable regulations.)

The extent of the work and report are intended to be appropriate in relation to the significance of the appraisal problem.

The appraisal is subject to the assumptions and limiting conditions and the certifications presented in this appraisal report.

EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS

An extraordinary assumption is an assumption, directly related to the assignment, which if found to be false, could alter the appraiser's opinions or conclusions. The subject has non-exclusive easements primarily at the mid-section of the west extending to the rear, and along the mid-section extending the length of the site. These easements based on the proposed site plans for development, which would be built-over the easements is assumed to not negatively affect the proposed building. The incorporation of this assumption has dramatic effect on the analysis and conclusion of this appraisal. A hypothetical condition is that which is contrary to what exists, but is supposed for the purpose of the analysis. This analysis employs no other extraordinary assumptions or hypothetical conditions.

COMPETENCY STATEMENT

Prior to agreeing to perform this appraisal, we considered the knowledge and experience required to complete this assignment competently. It was concluded that the appraisers have the necessary skills and resources to competently complete this assignment. (See the appraiser’s qualifications in the Addenda.)

PROPERTY HISTORY

The owner of record is City of Prospect Heights/ Non-Home Rule Municipality. While this information was obtained from sources considered to be reliable, we have made no investigation as to title or any liabilities against the property. Intended use of the appraisal is for a potential disposition; an unsigned real estate purchase and sales contract was provided dated May, 2018 between seller City of Prospect Heights/ Non-Home Rule Municipality and buyer Conor Commercial Real Estate LLC, a Delaware limited liability company. The purchase price is $2,750,000 based on a land size of 10.09 acres; if it is determined by a survey that the land is greater or less than 10.09 acres, then the purchase price is adjusted at a rate of $6.26 per square foot of land area. The provided Plat of Survey as reproduced in the addendum states a land size of 438,722±-square-foot, or ~10.07 acres and the basis of our analysis. Conor Commercial Real Estate LLC intends to build a 130,520 square feet industrial building with a 32’ clear ceiling heights. It is noted, that the contract provides for the Seller “…to provide a lawful resolution, expressly stating that it supports and consent to the filing of a Class 6B Application and that it finds Class 6B necessary for the contemplated development…..This section will survive closing for a period of one year. The Seller does not make any representation as to the conditions or facts of the property for Class 6B eligibility. The parties recognize that the county shall ultimately determine where or not the property shall be awarded Class 6B designation.” Furthermore, the contract states that the seller will cooperate to finalize the draft site plan and that the site approval plan will occur after the closing and may require minor modifications. It is noted, that none of these statements in the contract are guarantees. Lastly, the subject has non-exclusive easements primarily at the mid-section of the west site area extending to the rear, and along the mid-section extending the length of the site. The proposed building development would be built-over the easements. This appraisal assumes that the easements do not restrict development. The incorporation of this assumption has dramatic effect on the analysis and conclusion of this appraisal. Research of the applicable public records and private data services revealed the subject property is not under current agreement or option and is not offered for sale on the open market. Based on a review of public records there have been no sales of the subject in the three years prior to the effective value date.

PERSONAL PROPERTY

The final value opinion stated in this report does not include the value of any personal property, trade fixtures, furniture and fixtures, machinery or equipment, or any intangible items or inventory that are not real property unless otherwise stated.

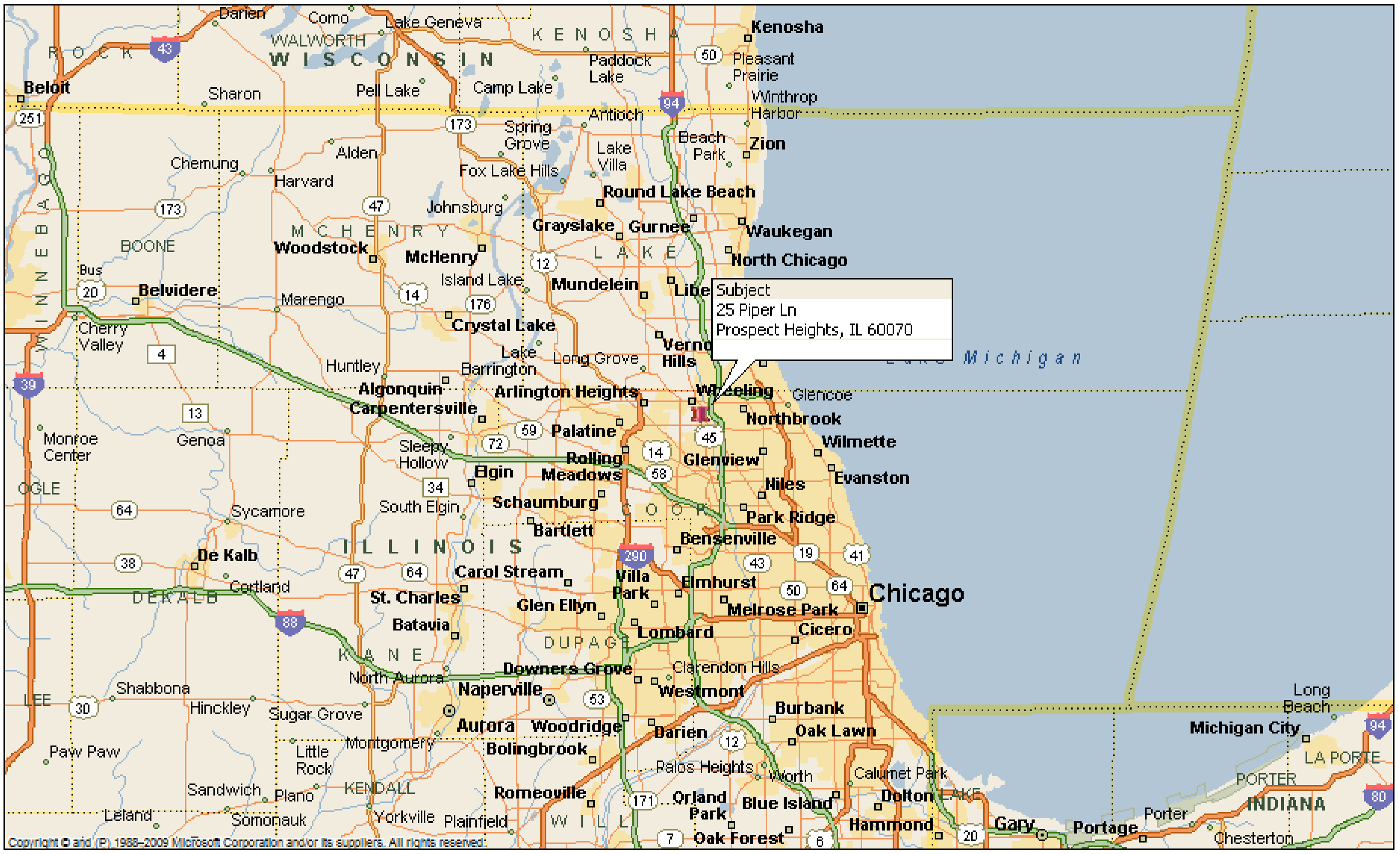
ENVIRONMENTAL

No soil tests were made at the time of inspection. There appeared to be no evidence of any adverse soil, settlement or drainage problems observed in the subject or surrounding properties. At the time of our inspection, we did not observe any potentially hazardous conditions. Nevertheless, the current environmental conditions of the subject property are not known. Please see *Assumptions and Limiting Conditions* numbers 12 through 15, and 28 through 30 for our reliance on assumptions about the quality and condition of the soils underlying the subject property.

DISCLOSURE

Disclosure of the contents of this appraisal is governed by the *Bylaws and Regulations* of the Appraisal Institute. In furtherance of the aims of the Appraisal Institute to develop higher standards of professional performance by its members, the appraisers may be required to submit to authorize committees of the Appraisal Institute, copies of this report and any subsequent changes or modifications thereof.

REGIONAL MAP



REGIONAL ANALYSIS

The subject property is located in northwest suburb of Prospect Heights, Illinois. It is influenced by the overall economic climate of the greater Chicago region. Chicago, the most populous city in the Midwest, is the hub of the 14-county Chicago-Naperville-Elgin, IL-IN-WI CBSA (core-based statistical area) consisting of: Cook, DeKalb, DuPage, Grundy, Kane, Kendall, Lake, McHenry, and Will counties in Illinois; Jasper, Lake, Newton and Porter counties in Indiana; and Kenosha County in Wisconsin. In the following sections we examine the social, environmental, governmental and economic forces present in the region and city and their impact on the subject property. The analysis of market factors affecting the subject allows us to determine whether there is an excess of supply, an excess of demand, or a balanced market for the subject's most probable use. Economic, demographic and linkage (infrastructure) conditions are analyzed first for Chicago metropolitan region to determine the overall outlook for the market, and then for subject's local competitive market area. Ultimately, the subject's highest and best use, functional utility and marketability are determined. The employment statistics in this section apply primarily to the CBSA's nine Illinois counties unless otherwise noted.[1]

ECONOMY AND EMPLOYMENT

With a 2017 population of 9.68 million, the Chicago-Naperville-Elgin, IL-IN-WI CBSA[2] is the nation's third largest metropolitan area after Los Angeles and New York. At almost 8.8 million the CBSA's nine Illinois counties comprise 91% of the region's population. The Chicago region is characterized by a diverse economic base, which has been successfully transformed over the last generation from a center of manufacturing to a corporate headquarters and financial center servicing broad national, international, and geographical markets. This has made the region less susceptible to the boom-and-bust cycles that characterize some other cities of the Midwest that rely more heavily on industrial activity. Its central location in the heart of the Midwest assures its position as a transportation and distribution hub.

The Illinois portion of the Chicago CBSA had a 2017 resident employment base of 4.7 million with a 4.9% unemployment rate, which was above the national average of 4.4%. The civilian labor force data by place of residence below shows 215,500 jobs were lost between 2000 and 2003, before employment started upward again in 2004. The economy entered a recession in December 2007 and employment subsequently declined by 286,579 over the ensuing three years falling back to near its 2006 level. Employment by place of residence has increased over the last six years and now stands above its 2007 level.

The labor market is tightening, with the average unemployment rate dropping to 4.9% in 2017. Still, this figure does not include discouraged workers who are not actively seeking employment, or under employed workers in low paying, or part-time jobs. The region's unemployment rate is relatively low; one reason is the slow growth of the labor force. Data from the U.S. Department of Commerce, Bureau of the Census indicate that Illinois is experiencing an out-migration of population and population in the greater Chicago area has declined since 2014, after 24 years of uninterrupted growth.

[1] Cook, DeKalb, DuPage, Grundy, Kane, Kendall, Lake, McHenry, and Will counties.

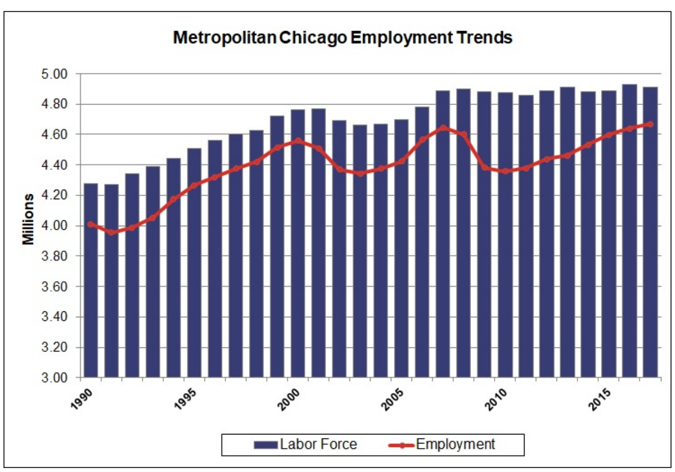
[2] The Chicago-Naperville-Elgin, IL-IN-WI CBSA Core Based Statistical Area (CBSA) includes the counties of Cook, DeKalb, DuPage, Grundy, Kane, Kendall, Lake, McHenry, and Will in Illinois; Jasper, Lake, Newton and Porter in Indiana; and Kenosha in Wisconsin

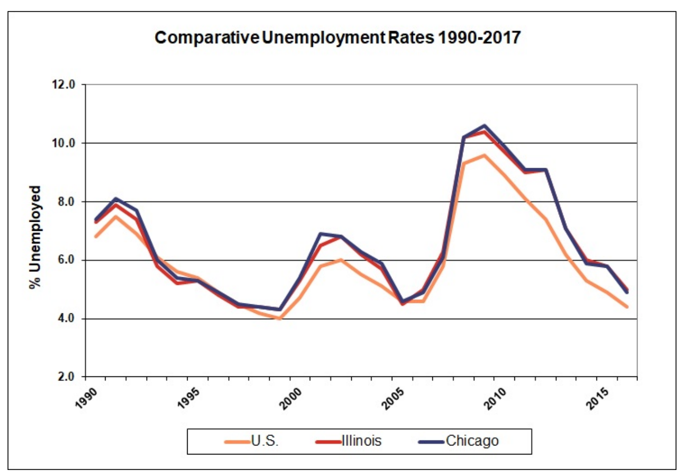
<u>REGIONAL ANALYSIS</u> – Continued

RECENT CHICAGO CBSA (IL PORTION) CIVILIAN LABOR FORCE DATA, 1990-2017

					Unemployment Rate (%)		
Year	**Labor Force**	**Unemployed**	**Employment**	**% Change**	**Chicago**	**Illinois**	**U.S.**
1990	4,279,094	267,918	4,011,176		6.3	6.1	5.6
1991	4,270,086	315,543	3,954,543	-1.4	7.4	7.3	6.8
1992	4,340,185	351,488	3,988,697	0.9	8.1	7.9	7.5
1993	4,390,104	336,169	4,053,935	1.6	7.7	7.4	6.9
1994	4,441,814	267,034	4,174,780	3.0	6.0	5.8	6.1
1995	4,507,119	241,775	4,265,344	2.2	5.4	5.2	5.6
1996	4,560,656	241,763	4,318,893	1.3	5.3	5.3	5.4
1997	4,600,882	224,917	4,375,965	1.3	4.9	4.8	4.9
1998	4,628,856	208,473	4,420,383	1.0	4.5	4.4	4.5
1999	4,721,951	207,716	4,514,235	2.1	4.4	4.4	4.2
2000	4,765,445	205,671	4,559,774	1.0	4.3	4.3	4.0
2001	4,769,078	259,786	4,509,292	-1.1	5.4	5.3	4.7
2002	4,690,797	321,984	4,368,813	-3.1	6.9	6.5	5.8
2003	4,662,093	317,819	4,344,274	-0.6	6.8	6.8	6.0
2004	4,668,417	293,100	4,375,317	0.7	6.3	6.2	5.5
2005	4,698,560	275,638	4,422,922	1.1	5.9	5.7	5.1
2006	4,783,088	218,001	4,565,087	3.2	4.6	4.5	4.6
2007	4,884,675	239,689	4,644,986	1.8	4.9	5.0	4.6
2008	4,900,451	300,527	4,599,924	-1.0	6.1	6.3	5.8
2009	4,879,053	498,202	4,380,851	-4.8	10.2	10.2	9.3
2010	4,872,833	514,410	4,358,423	-0.5	10.6	10.4	9.6
2011	4,860,448	482,230	4,378,218	0.5	9.9	9.7	8.9
2012	4,884,840	445,980	4,438,860	1.4	9.1	9.0	8.1
2013	4,909,074	446,519	4,462,555	0.5	9.1	9.1	7.4
2014	4,879,883	347,998	4,531,885	1.6	7.1	7.1	6.2
2015	4,887,472	288,658	4,598,814	1.5	5.9	6.0	5.3
2016	4,926,494	286,614	4,639,880	0.9	5.8	5.8	4.9
2017	4,912,797	242,106	4,670,691	0.7	4.9	5.0	4.4

Source: IDES





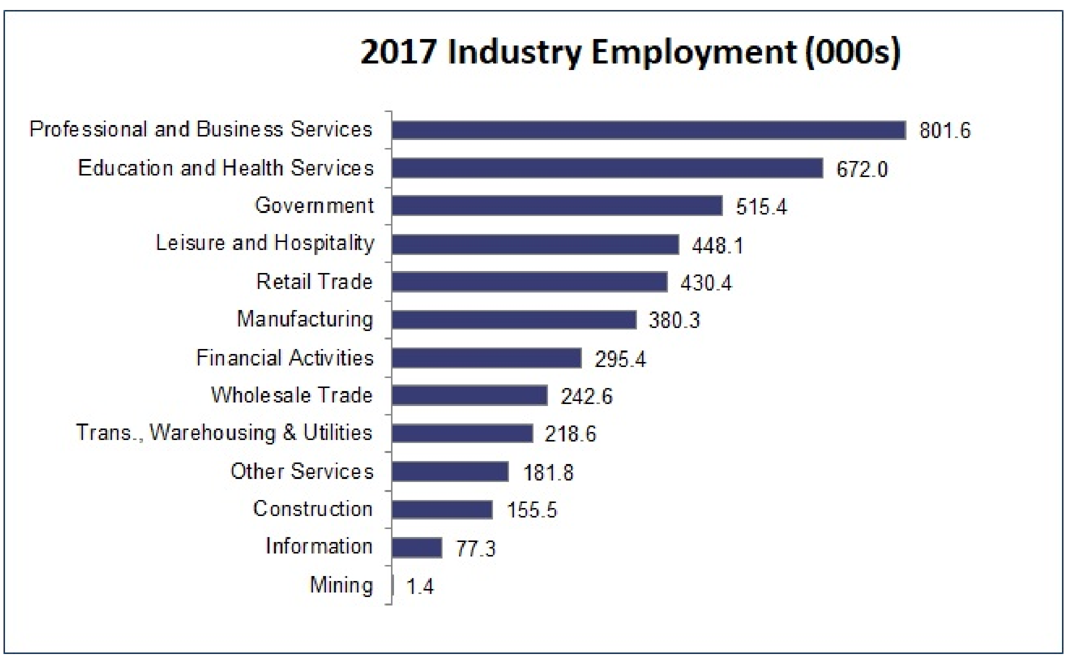
REGIONAL ANALYSIS – Continued

A list of the region's major private employers follows:

CHICAGO AREA MAJOR EMPLOYERS 2017

Rank	Employers	Local Employees
1	U.S. Government	41,500
2	Chicago Public Schools	35,447
3	City of Chicago	31,160
4	Cook County	21,316
5	Advocate Health Care	19,049
6	Northwestern Memorial HealthCare	16,667
7	University of Chicago	16,583
8	JPMorgan Chase & Co.	15,701
9	State of Illinois	14,690
10	Amazon.com Inc.	13,240
11	United Continental Holdings Inc.	12,994
12	Walgreens Boots Alliance Inc.	12,994
13	Northwestern University	10,847
14	Presence Health	10,225
15	Wal-Mart Stores Inc.	10,220
16	Abbott Laboratories	9,860
17	Jewel-Osco	9,660
18	University of Illinois at Chicago	9,566
19	American Airlines Group Inc.	9,520
20	Rush University Medical Center	9,402
21	Chicago Transit Authority	9,373
22	AT&T Inc.	9,200
23	University of Chicago Medical Center	9,161
24	Allstate Corp.	7,670
25	Employco	7,657

Source: *Crain's Chicago Business*, December 2017



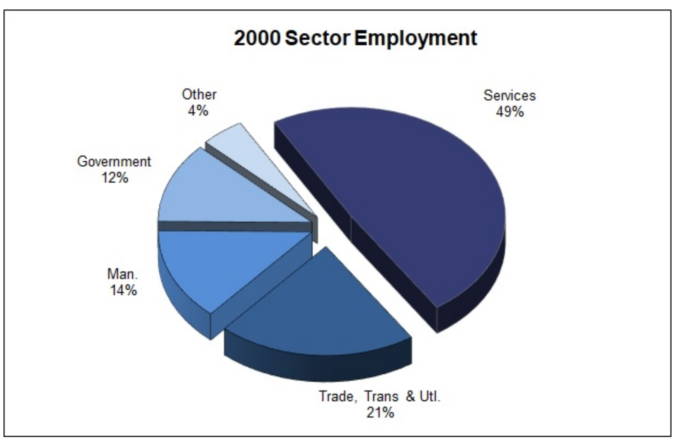
REGIONAL ANALYSIS – Continued

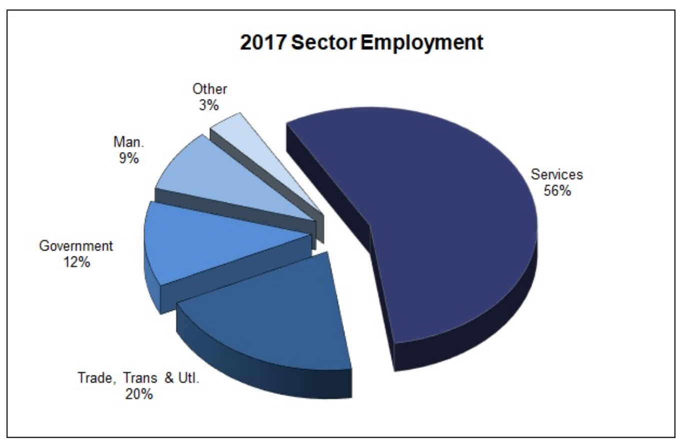
The region has a two-tiered economic base characterized by highly cyclical durable goods manufacturing, and less cyclical non-durable manufacturing, finance, services, and trade. The region's economy has shifted away from resource and transportation-based manufacturing toward more of an advanced service orientation linked to educational institutions, multi-modal transportation, and existing corporate and regional headquarters operations.

CHICAGO CBSA (IL PORTION) PLACE OF WORK EMPLOYMENT TRENDS 2000-2017

Industry (NAICS)*	2000	%	2017	%	CARC 2000-2017
Natural Resources and Mining	1,900	0.04%	1,400	0.03%	-1.78%
Construction	194,600	4.54%	155,500	3.52%	-1.31%
Manufacturing	587,300	13.70%	380,300	8.60%	-2.52%
Wholesale Trade	242,800	5.66%	242,600	5.49%	0.00%
Retail Trade	444,600	10.37%	430,400	9.74%	-0.19%
Utilities	204,400	4.77%	218,600	4.95%	0.40%
Information	113,300	2.64%	77,300	1.75%	-2.22%
Financial Activities	309,000	7.21%	295,400	6.68%	-0.26%
Professional and Business Services	710,200	16.56%	801,600	18.13%	0.71%
Education and Health Services	458,200	10.69%	672,000	15.20%	2.28%
Leisure and Hospitality	333,800	7.79%	448,100	10.14%	1.75%
Other Services	175,100	4.08%	181,800	4.11%	0.22%
Government	512,200	11.95%	515,400	11.66%	0.04%
Total Non-farm Employment	4,287,400	100.00%	4,420,400	100.00%	0.18%

CARC= Compound Annual Rate of Change
nd= not disclosed
** Beginning in 2003, the 2002 North American Industry Classification System (NAICS) replaces the SIC (Standard Industrial Classification) system for reporting the Current Employment Statistics (CES) survey.*
Source: U.S. Bureau of Labor Statistics and Illinois Department of Employment Security





REGIONAL ANALYSIS – Continued

The dominant manufacturing sectors in metropolitan Chicago are food processing, paper, printing and publishing, fabricated metals, metal machining, electrical equipment and transportation equipment. Because nearly one-fourth of the nation's urban markets are located within 500 miles of Chicago, the region has good access, allowing for easy distribution of the intermediate products of the types of industries listed above. The global economic slowdown and stronger dollar have curtailed exports of industrial machinery, chemicals and agricultural products.

Manufacturing has declined as a percentage of total employment since 2000. The concentration of manufacturing employment in Chicago in 2017 is now just 1% above the average for the nation. It accounts for just under 9% of the region's employment base, down from almost 14% in 2000. While the Midwestern U.S. economy has shifted away from its dependence on primary and fabricated metal manufacturing, automobiles, machinery and agriculture, Chicago's trade and services sectors have experienced little adverse effect from this transformation. Production by U.S. manufacturers is forecast to increase faster than the general economy.

Trade employment, including wholesale and retail, totals 15.2% of the region's total employment. The metropolitan region's extensive transportation network allows Chicago to maintain its dominance as a hub for the distribution of goods. The concentration of wholesale trade, transportation and warehousing employment in the Chicago area are significantly higher than for the nation as a whole. E-commerce continues to disrupt traditional department and general merchandise stores with many closures and layoffs.

The financial activities sector comprises almost 7% of the region's total employment. The Midwest is a capital-rich area, and this contributes to Chicago's position as a money center. Chicago exports financial services to regional markets in the Great Lakes region and Midwest areas, as well as to national and international markets. Chicago is an international center for risk management; its futures and options exchanges are the world's largest; and its equities exchange is among the top five in the world.

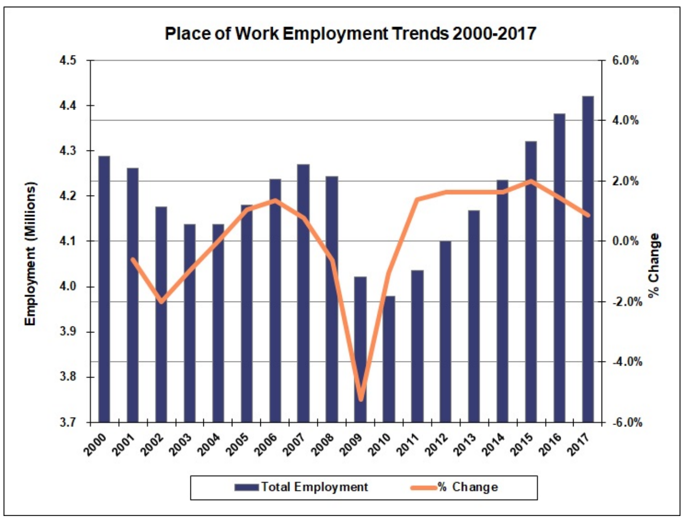
Professional and business services have surpassed trade and manufacturing to become the region's largest sector, with 18% of all jobs. The education and health services, and the leisure and hospitality sectors also exceed manufacturing in total employment. The size and breadth of the Chicago economy provide a large market for business-to-business services (services sold to business) such as transportation, utilities, finance, legal, accounting, real estate, construction, advertising and public relations, consulting, maintenance and repair, etc.

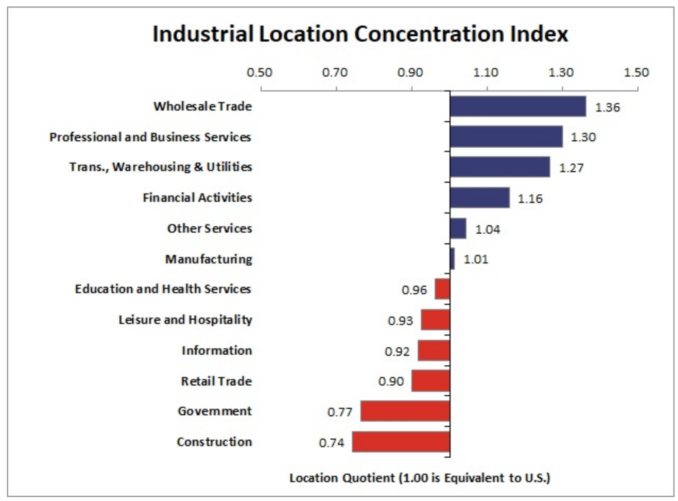
Current Conditions

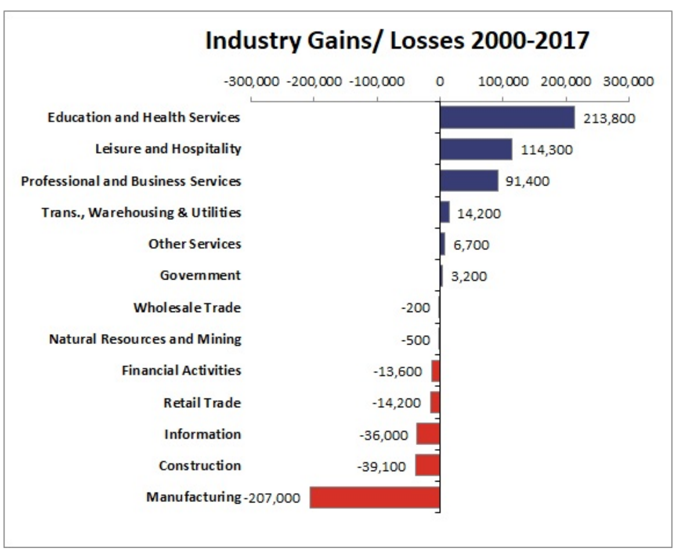
The economy entered a severe recession in late 2007. Unemployment has spiked, household income and net worth declined while consumer confidence fell to historic lows. Realty (especially housing) and equities markets suffered significant reverses. Although the recession technically ended in June 2009, only moderate improvement registered in the jobs market so that thus far place of work employment has yet to return to pre-recession levels. Still, overall Place of Work employment in 2017 is up 3.7% over 2007.

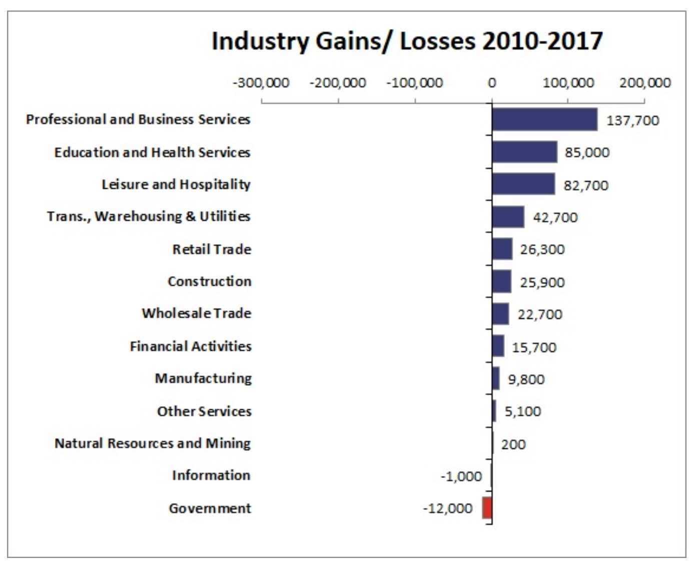
REGIONAL ANALYSIS – Continued

Since 2000, the Midwest region lagged the rest of the nation in terms of growth in jobs, output and consumer spending. Non-agricultural employment in Chicago peaked at 4,287,400 in 2000 and declined to a low point of 4,137,000 in 2003. The recovery in corporate profits beginning in 2003 encouraged new hiring over the next five years; but, this all came to a halt with the national recession. By 2010 place of work employment had fallen to 3,979,900, its lowest level since 1996. Employment increased to 4,420,400 in 2017, and now stands 133,000 above the 2000 mark. Contraction was most severe in manufacturing, construction, trade, finance and information services with only education, health and leisure services showing much strength.









Although the National Bureau of Economic Research (NBER) declared the recession ended in June 2009, that really just means the economy hit the bottom of the trough; sustained recovery remains elusive. Projections by professional economists suggest that growth will be in the range of 2.3% for GDP on average for 2017; increasing to 2.4% in 2018. Uneven job growth continues and it is important to recognize that some of the recent declines in the unemployment rate have been due in part to discouraged workers leaving the workforce.

REGIONAL ANALYSIS – Continued

The economy's lackluster performance underscores its vulnerability to shocks such as policy uncertainty, global conditions, weather, energy prices, war, terrorism and natural disasters. The Midwest states of Illinois, Indiana, Michigan, Ohio and Wisconsin lag the nation due to slow employment growth and tepid housing recovery.

Inflation continues to be moderate with the Core Consumer Price Index (CPI), which excludes volatile food and energy, remaining constrained within the 2.2% - 2.3% range over the next three years. Housing and medical expenses generate most of the increase. Because of the strong dollar, lower prices on imported commodities will help to moderate inflation. The Producer Price Index (PPI), which measures prices before goods hit store shelves, is projected to run 2.7% in 2017 according to the *Livingston Report*. The Federal Reserve Board's *Survey of Professional Forecasters* predicts Gross Domestic Product (GDP) growth of 2.8% in 2018 with U.S. unemployment averaging 4.0%; and that 10-year Treasuries yield will average about 2.9%.

Since 2006, the FRB has had pursued an aggressive posture on rates in order to stimulate job growth and the economy, despite concerns about inflation, which have yet to materialize. The labor market is tightening with the jobless dropping into the 4% range. The economy reached a critical turning point where after years of keeping its benchmark interest rate near zero to stimulate growth, Federal Reserve Board (FRB) policymakers began the process of moving interest rate up in late 2015, with five increases to 1.5% at year-end 2017. Two or three more bumps are widely anticipated through the course of 2018. Wells Fargo expects the Federal Funds rate to reach 2.25% by year-end 2018.

Goods prices continue to move up slowly, but service prices (shelter, medical care, education) are rising more briskly. Consumption may get a lift from tax reform, and it is possible that some companies will use part of their tax savings to enhance wages and dividends. Nevertheless, it appears unlikely that the corporate tax cut will provide much of an increase in longer-term business investment.

With the exception of a short-term boost from the recent tax reform legislation, the impacts of the Trump administrations proposed policy changes including infrastructure spending, if adopted, will not be felt immediately. Economic growth will continue to depend on employment and wage growth supported consumer spending and sustaining optimism in equity markets. Rising interest rates may act as a drag on growth, however.

REGIONAL ANALYSIS – Continued

A recent Federal Reserve Board symposium on the economic outlook for 2018 is summarized as follows:

> The forecast for 2018 is for the pace of economic growth to be slightly above the long-term average. In 2018, the growth rate of real GDP is expected to be 2.3%—a touch lower than the projected 2.5% rate for 2017. The quarterly pattern reveals a fairly steady performance for real GDP growth throughout 2018. Given that the economic growth rate is forecasted to be slightly above its historical average, the unemployment rate is expected to remain low, at 4.1%, in the final quarter of 2018.
>
> Inflation, as measured by the CPI, is predicted to increase from an estimated 1.8% in 2017 to 2.0% in 2018. Oil prices are anticipated to remain fairly low; they are predicted to average $53.18 per barrel in the final quarter of 2018. Real personal consumption expenditures are forecasted to expand at a rate of 2.3% in 2018. Light vehicle sales are expected to ease to 17 million units this year. The growth rate of real business fixed investment is anticipated to moderate to a solid 3.5% in 2018. Industrial production is forecasted to grow by 1.9% this year—below its historical average rate of growth.
>
> The housing sector is predicted to improve and continue its extremely slow march toward normalization in 2018. The growth rate of real residential investment is forecasted to be 3.3% in 2018. And housing starts are anticipated to rise to 1.26 million units in 2018—but still below the 20-year annual average of roughly 1.3 million starts.
>
> The one-year Treasury rate is expected to rise to 2.01% in 2018, and the ten-year Treasury rate is forecasted to increase to 3.01%. The trade-weighted U.S. dollar is predicted to rise 1.0% in 2018, and the nation's trade deficit (i.e., net exports of goods and services) is anticipated to increase to $627.9 billion by the final quarter of 2018.[3]

Closer to home, the Federal Reserve *Beige Book* reports growth in economic activity continues at a moderate pace. Employment and manufacturing production increased moderately, business spending rose modestly, construction and real estate activity grew slightly, and consumer spending was down slightly. Wages increased modestly, prices rose slightly, while financial conditions were somewhat deteriorated.

Hiring is focused on professional and technical, production, sales and administrative workers. Non-auto retail sales are flat, with gains in the electronics and appliance, building and gardening, entertainment, and health and personal care segments offset by declines in the furniture, apparel, and grocery segments. The FRB also reports strong e-commerce growth. Retail and manufacturing inventories reportedly are at comfortable levels. Business capital spending is concentrated primarily on replacement of industrial and IT equipment and for renovating structures. Construction and real estate activity is picking up; however, with rising costs squeezing margins, contacts noted homebuilders focusing on the construction of high-price, high-margin housing. Overall, home sales are inching upward for starter homes in spite of low inventories, while sales of high-end homes are flat and inventories ample. Nonresidential construction, is lower; however, modest increases are anticipated going forward. Commercial rents are rising slightly as vacancy rates moderate.

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[3] William A. Strauss and Thomas Haasl, "Economic Outlook Symposium: Summary of 2017 Results and 2018 Forecasts" *Chicago Fed Letter*, Essays on Issues, 2018 Number 391.

REGIONAL ANALYSIS – Continued

Manufacturing production growth continues at a moderate for steel due to solid end-user demand and the rebuilding of inventories at steel service centers. Heavy machinery demand also continues to grow. Demand for heavy trucks was strong. Growth is spread across a wide variety of sectors including specialty metals, the oil and gas, aerospace, and transportation, and construction materials, while auto production is flat. Financial market participants report concerns about falling equity prices, rising interest rates, and an increase in volatility.

Buoyed by low interest rates, housing will continue its slow recovery. New-home sales in 2016 rose for the first time in three years, with sales of 4,093 houses, condos and townhouses in the region according to Tracy Cross & Associates. While an improvement, it pales in comparison to the average of over 24,300 new homes per year achieved from 1995 through 2007. Production home builders in the Chicago metropolitan area registered 3,911 new home contracts in 2017 representing a modest drop of 4.4% from 2016, largely due to slippage in the city of Chicago. In the city, new construction of townhome and condominium sales declined by 17.2 percent year-over-year from 544 in 2016 to 464 in 2017.

Suburban construction lags because the younger household, which had been the traditional core of suburban first-time buyers, are increasing opting to live in the city. Out-migration is another factor because it increases the supply of competitive existing home product. Slower job growth, high property taxes; shifting corporate employment to the central city; and the state's poor fiscal condition are also contributing factors.

New home sales are concentrated in three suburban areas—Southwestern DuPage County/Aurora/Kendall County, Northern Fox Valley, and the Southwestern Corridor.

Tracy Cross & Associates note that the 3,911 new production home sales in 2017 represented the ninth consecutive year that construction fell below 5,000 units. Sales during the 2009-2017 period averaged just 3,667 annually, which was 83.5% below the annual pace 22,278 set during the 16-year prior period between 1993 and 2008, and 86.1% below the 28,219-unit annual average achieved during the boom years 2000 through 2006.

Among the challenges for the single-family market are limitations in the inventory of existing homes, high land development costs, and rising prices for building materials. High debt burdens for potential buyers also affect affordability.

REGIONAL ANALYSIS – Continued

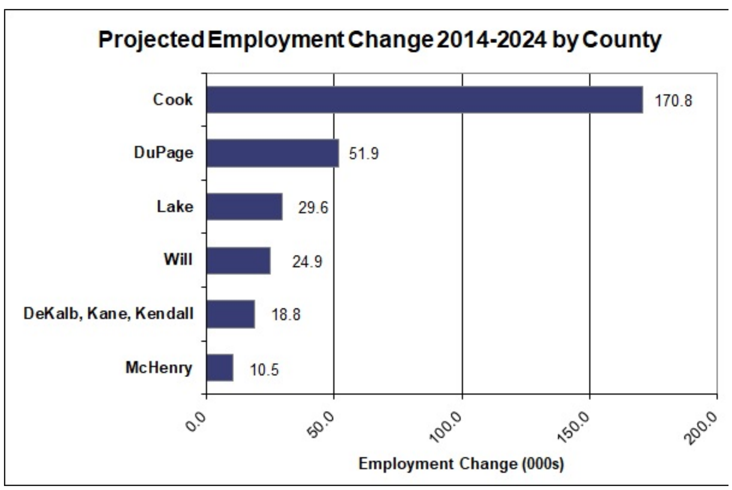
Projected Employment

According to forecasts by the Illinois Department of Employment Security, employment in the Chicago Workforce Investment Area is expected to grow at an average annual basis of approximately 0.7% per year through 2024. Occupations expected to lead growth include healthcare, personal care, and social assistance; professional and technical occupations including computer systems design, mobile technology, scientific, and technical consulting; businesses planning and logistics; education; hotel/ restaurants; and, housing construction. Cook County, in which the subject is located, is projected to capture nearly 56% of projected employment growth.

PROJECTED EMPLOYMENT BY COUNTY, 2014-2024

					Change 2014-2024		
County	**2014**	**%**	**2024**	**%**	**Empl.**	**%**	**% Chg.**
Cook	2,714,314	62.0%	2,885,127	61.6%	170,813	55.7%	6.3%
DeKalb, Kane, Kendall	300,360	6.9%	319,169	6.8%	18,809	6.1%	6.3%
DuPage	648,847	14.8%	700,748	15.0%	51,901	16.9%	8.0%
Lake	361,758	8.3%	391,377	8.4%	29,619	9.7%	8.2%
McHenry	108,494	2.5%	119,013	2.5%	10,519	3.4%	9.7%
Will	243,389	5.6%	268,333	5.7%	24,944	8.1%	10.2%
Total	4,377,162	100.0%	4,683,767	100.0%	306,605	100.0%	7.0%

Source: IDES



Illinois is the nation's fifth most populous state. Over two thirds of the state's population is in the Chicago Metropolitan area. In the 1990s the region's demography and economy underwent appreciable change. Reversing 50 years of population decline the city of Chicago experienced an urban resurgence due to a strong economy and efforts by the city to promote itself as a world-class 24-hour city. The social composition of the population as reflected in such demographic indicators as population growth, density, age, income, educational attainment, tenure, household size and formations influence the demand for real estate and the availability of community services and institutions including schools, hospitals, public safety and cultural facilities.

REGIONAL ANALYSIS – Continued

POPULATION AND INCOME

Professionals and immigrants from Latin America, Eastern Europe, the Middle East and Asia moved into the central city's neighborhoods. At the same time, Chicago's suburbs experienced population shifts, increasing imbalance in income and job formation, increasing crime rates, new demands for affordable housing and accessible transportation, traffic congestion and other big city issues. The economic, social and demographic differences between city and suburb are less distinct.

The 9-county Illinois portion of the CBSA has an estimated 2017 population of almost 8.8 million residing in 3.3 million households. The population is concentrated in the more densely populated city of Chicago in Cook County. Cook County is the second-largest county in the United States, with a population of 5.3 million. It is also North America's most ethnically diverse region, with more than 100 languages spoken and one million residents born outside the United States. During the 1980s, the population became more suburbanized with losses in the city of Chicago and gains in suburban counties.

In its long-term forecasts the Chicago Metropolitan Agency for Planning (CMAP)[3] suggest a growth pattern remarkably different from that experienced between 1970 and 1990 when the region became increasingly decentralized with rapid growth in the suburban fringe, and a loss of population in the City of Chicago and inner suburbs. Suburban population and employment declines were especially pronounced in south and west Cook County. These demographic changes were accompanied by profound changes in land use. While the region's population increased by only 4 percent between 1970 and 1990, the amount of land in urban uses increased by over 33 percent with some 450 square miles of land developed for homes, businesses, streets and public facilities.

This pattern of and rapid decentralization and disinvestment appears to be moderating. Residential and commercial redevelopment has been substantial in many parts of Chicago. Overall population growth in the region accelerated in the 1990s. CMAP predicts continued aging of the labor force, a growing school-age population, and increasing cultural diversification. Although population contraction continues in the City of Chicago and inner suburbs, the rates of loss have slowed as declines in household size have leveled off. In contrast to the trend of recent decades, CMAP suggests the region is moving toward a more balanced distribution of growth between older and newer communities. Nevertheless, according to forecasts by Site To Do Business Online, while the highest growth rates over the short-run will occur at the urban/rural fringe in Kendall, Kane and DeKalb Counties, by sheer weight of numbers, the largest growth will be in Cook County.

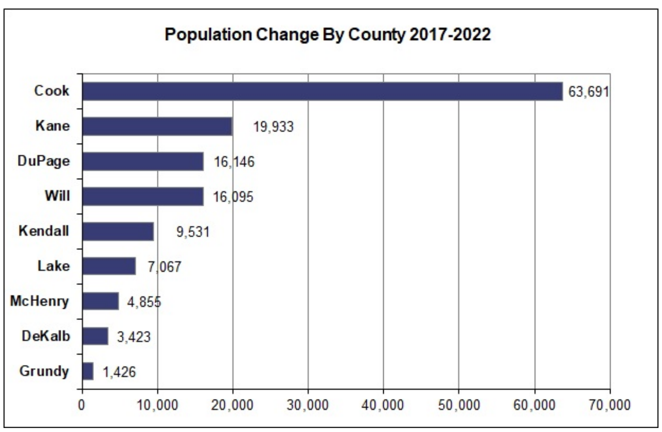
[3] The Chicago Metropolitan Agency for Planning (CMAP) is the official comprehensive planning agency for the region which includes the seven counties of Cook, DuPage, Kane, Kendall Lake, McHenry and Will. Formed in 2005, CMAP integrates planning for land use and transportation in the seven counties of northeastern Illinois. The new organization combined the region's two previously separate transportation and land-use planning organizations -- Chicago Area Transportation Study (CATS) and the Northeastern Illinois Planning Commission (NIPC) -- into a single agency.

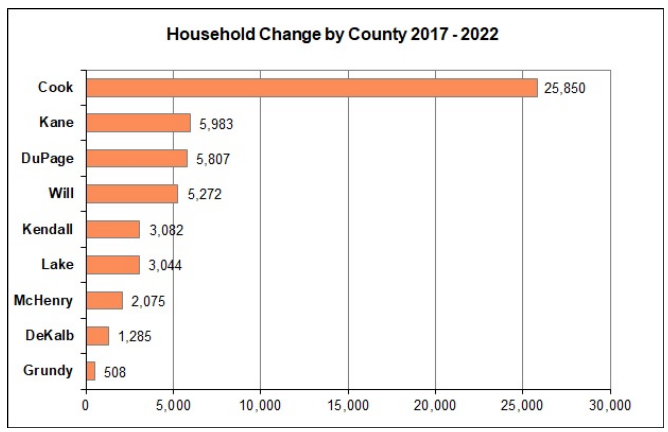
REGIONAL ANALYSIS – Continued

PROJECTED POPULATION TRENDS, 1990 – 2022

						% Change	
County	**1990**	**2000**	**2010**	**2017 Estimate**	**2022 Projection**	**2010 to 2017**	**2017 to 2022**
Cook	5,105,071	5,376,741	5,194,675	5,313,828	5,377,519	2.3%	1.2%
DeKalb	77,931	88,969	105,160	106,119	109,542	0.9%	3.2%
DuPage	781,666	904,161	916,924	940,072	956,218	2.5%	1.7%
Grundy	32,336	37,535	50,063	51,760	53,186	3.4%	2.8%
Kane	317,474	404,119	515,269	541,814	561,747	5.2%	3.7%
Kendall	39,413	54,544	114,736	123,322	132,853	7.5%	7.7%
Lake	516,424	644,356	703,462	709,599	716,666	0.9%	1.0%
McHenry	183,241	260,077	308,760	311,424	316,279	0.9%	1.6%
Will	357,313	502,266	677,560	697,215	713,310	2.9%	2.3%
Nine Illinois Counties Total	7,410,869	8,272,768	8,586,609	8,795,153	8,937,320	2.4%	1.6%
14-county CBSA Total	8,182,084	9,098,316	9,461,105	9,680,659	9,828,394	2.3%	1.5%

Source: *Site To Do Business Online.com*





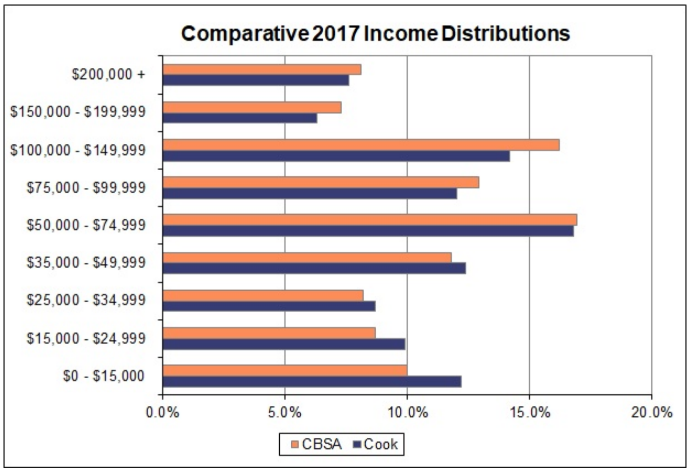
Cook County, in which the subject is located, will grow by just 1.1% between 2015 and 2020, but will account for an estimated 47% of the region's overall population growth.

REGIONAL ANALYSIS – Continued

Age and Income

Large numbers of high-wage union and high-salary white-collar jobs also give the region relatively high disposable incomes, with the wealth of households 15% percent above the national median income of $56,124. Illinois had been a low-tax area relative to other states; however, this is no longer the case as the state struggles to cope with debt after several years of deficit spending, compounded by unfunded pension obligations. According to demographic data from Site To Do Business Online, the median household income for metropolitan Chicago is $64,719. The median household income in Cook County at $57,978, is lower than the region as a whole.

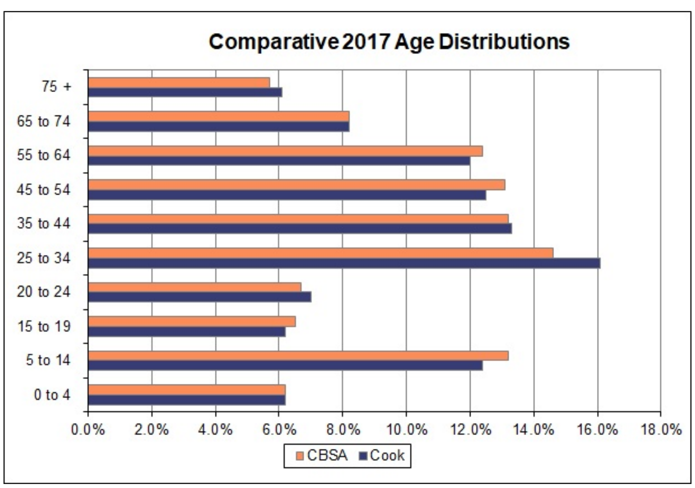
COMPARATIVE HOUSEHOLD INCOME DISTRIBUTION 2017



Household Income	Cook	CBSA	Index
$0 - $15,000	12.2%	10.0%	1.22
$15,000 - $24,999	9.9%	8.7%	1.14
$25,000 - $34,999	8.7%	8.2%	1.06
$35,000 - $49,999	12.4%	11.8%	1.05
$50,000 - $74,999	16.8%	16.9%	0.99
$75,000 - $99,999	12.0%	12.9%	0.93
$100,000 - $149,999	14.2%	16.2%	0.88
$150,000 - $199,999	6.3%	7.3%	0.86
$200,000 +	7.6%	8.1%	0.94
Median Hhld Income	$57,978	$64,719	0.90
Average Hhld Income	$86,287	$92,004	0.94
Per Capita Income	$33,208	$34,283	0.97

Cook County has a slightly younger population than the region with a higher percentage in the 20-34 age cohorts; but is also proportionately higher for elders over 75 years.

COMPARATIVE AGE DISTRIBUTION 2017



Age Groups	Cook	CBSA	Index
0 to 4	6.2%	6.2%	1.00
5 to 14	12.4%	13.2%	0.94
15 to 19	6.2%	6.5%	0.95
20 to 24	7.0%	6.7%	1.04
25 to 34	16.1%	14.6%	1.10
35 to 44	13.3%	13.2%	1.01
45 to 54	12.5%	13.1%	0.95
55 to 64	12.0%	12.4%	0.97
65 to 74	8.2%	8.2%	1.00
75 +	6.1%	5.7%	1.07
Median	36.5	37.0	0.99

REGIONAL ANALYSIS – Continued

Cook County demographics are summarized below:

POPULATION AND HOUSEHOLDS

				Percent Change	
	2010	2017 Estimate	2022 Projection	2010 to 2017	2017 to 2022
Total Population	5,194,675	5,313,828	5,377,519	2.29%	1.20%
Total Households	1,966,356	2,014,981	2,040,831	2.47%	1.28%

INCOME TRENDS

Household Income	2017 Estimate		2022 Projection	
$0 - $15,000	246,126	12.20%	249,838	12.20%
$15,000 - $24,999	198,502	9.90%	191,536	9.40%
$25,000 - $34,999	176,072	8.70%	161,140	7.90%
$35,000 - $49,999	248,913	12.40%	222,581	10.90%
$50,000 - $74,999	339,268	16.80%	298,907	14.60%
$75,000 - $99,999	241,577	12.00%	248,452	12.20%
$100,000 - $149,999	286,006	14.20%	337,386	16.50%
$150,000 - $199,999	126,134	6.30%	151,292	7.40%
$200,000 +	152,380	7.60%	179,696	8.80%
Median Hhld Income	$57,978		$64,307	
Average Hhld Income	$86,287		$97,709	
Per Capita Income	$33,208		$37,564	

REGIONAL SUMMARY AND CONCLUSION

The strength of the greater Chicago metropolitan area lies in its established position as a center of trade, finance, and business services that support stable growth, and which have tended to make it less susceptible to boom-and-bust cycles. Chicago's skilled and educated workforce, global connectivity and top universities make it an attractive destination for new and expanding businesses. Chicago has accounted for nearly all of the state's growth since 2012, as well as net gains in employment. Although the diversity of the region's economic base does help to insulate it from economic downturns, it is not immune. The Midwest was especially hard hit by the recent recession.

Current growth is largely being driven by education, leisure and hospitality, health and business services. Nevertheless, unemployment remains a persistent problem with a jobless rate higher than the nation. Illinois suffers from a low credit rating and underfunded pension systems and declining revenue due to out-migration.

The number and quality of higher education institutions will continue to enhance the local quality of life and may produce a positive benefit in promoting technological advancement through linkages with local businesses. Population forecasts indicate renewed growth during the next decade.

REGIONAL ANALYSIS – Continued

It seems likely that employment growth will remain subdued for several more years. Future labor force needs will be split between high-wage, high-skill union labor, and high-salary executive and administrative positions; and low-wage, low-skill factory, retail, and personal services industries. Increasing congestion, housing prices, living costs, and property taxes may reduce the level of suburbanization in the future.

Continued economic growth is projected for the region, albeit slowly. The apartment market is strong; however, there are some concerns that it is vulnerable to overbuilding. The industrial market is robust, led by transportation, warehousing and distribution, while outside of the central city, the office sector is oversupplied. Retail remain challenged by inroads from e-commerce and oversupply. While there will continue to be store closing, there remains solid demand for well-located retail centers. Town center projects, industrial redevelopments and transit-oriented projects are among the favored products. Stabilization of property values, income and commercial construction are dependent on the continuation of employment growth in the aftermath of the recession.

METROPOLITAN CHICAGO INDUSTRIAL MARKET OVERVIEW

With nearly 1.2 billion square-feet, Chicago is the largest industrial market in the nation. The region's industrial market encompasses the entire northeastern Illinois area and its influence extends into northwest Indiana and southeastern Wisconsin as well. Chicago conditions have strengthened over the last seven years. CoStar data at 4th quarter 2017 shows an overall availability rate of just 6.5% for the greater metropolitan area including southeastern Wisconsin and northwestern Indiana.[4] The vacancy rate in the core 6-county area (Cook, DuPage, Kane, Lake, McHenry and Will) also stands at 6.5% at year-end. Since 2010, the region has experienced seven consecutive years with positive absorption. Some 18 million square-feet were absorbed in 2017 metro-wide, of which 75% was within the central 6-county area. Vacancy in 2016 fell to 6.5% to its lowest level since 2000. It remained stable despite new construction deliveries of 18.8 million square feet in 2017—mostly distribution space; roughly half of which was speculative. Going forward, continued speculative construction may cause vacancy to creep up. This may begin to move the market in the tenants' favor as more buildings come on line.

CHICAGO AREA INDUSTRIAL MARKET STATISTICS, 4TH QUARTER 2017

	Existing Inventory		Vacancy						
Submarket	# Bldgs	Total SF RBA	Direct SF	Total SF	Rate	YTD Net Absorption	YTD Deliveries	Under Con-struction	Quoted Rent PSF
Central Kane/ DuPage	979	56,040,851	4,304,257	4,527,441	8.10%	(382,451)	156,346	343,251	$4.32
Central Will	89	5,213,923	922,634	922,634	17.70%	1,016,194	1,000,000	0	$3.50
Far South Cook	345	27,580,545	1,633,125	1,633,125	5.90%	861,530	1,153,060	0	$4.63
I-88 West	1,251	69,782,824	2,850,724	2,873,060	4.10%	1,587,220	1,114,312	169,250	$5.55
Indiana	932	38,407,343	1,601,429	1,601,429	4.20%	425,066	21,868	0	$5.14
Joliet Area	1,049	74,995,787	5,765,591	5,783,541	7.70%	4,038,883	6,108,792	6,926,844	$5.14
Kenosha East	377	33,327,513	1,829,021	1,874,500	5.60%	1,692,985	2,241,778	0	$4.84
Kenosha West	25	724,232	3,196	3,196	0.40%	83,500	80,500	0	$0.00
McHenry County	885	32,921,027	2,062,264	2,062,264	6.30%	1,155,721	200,000	0	$5.40
Near South Cook	1,132	46,068,385	1,789,885	1,821,774	4.00%	402,256	65,000	0	$5.63
Near SW Suburbs	335	24,440,819	492,303	492,303	2.00%	154,913	0	0	$4.53
North Chicago	2,292	74,655,697	4,447,745	4,453,345	6.00%	742,038	70,700	0	$8.43
North Cook	1,177	51,997,676	2,760,380	2,873,821	5.50%	481,695	316,699	368,167	$7.89
North DuPage	568	40,949,407	2,147,345	2,455,350	6.00%	478,613	587,200	0	$6.32
North I-55 Corridor	521	30,683,192	2,339,776	2,446,662	8.00%	469,172	0	0	$4.94
North Kane/I-90	683	37,174,477	3,364,762	3,392,762	9.10%	1,144,491	261,296	50,136	$6.69
North Lake County	728	40,348,467	1,920,612	1,920,612	4.80%	1,852,704	400,758	558,500	$5.03
Northwest Cook	945	39,135,858	5,085,730	5,096,551	13.00%	(1,317,442)	403,550	440,891	$7.37
O'Hare	2,335	106,185,713	4,121,429	4,412,589	4.20%	476,654	186,117	371,017	$6.88
Porter County	319	14,483,082	830,609	830,609	5.70%	36,828	80,000	0	$4.42
South Chicago	1,807	113,882,216	6,442,559	6,529,297	5.70%	1,128,329	549,592	140,000	$5.77
South I-55 Corridor	849	89,446,323	10,135,473	10,512,623	11.80%	31,592	2,837,726	564,636	$5.74
South Lake County	957	43,570,200	2,433,719	2,447,719	5.60%	389,109	102,637	39,578	$6.82
West Cook North	1,225	59,470,674	4,274,849	4,342,472	7.30%	817,492	831,579	1,977,799	$6.39
West Cook South	444	17,761,238	813,611	813,611	4.60%	88,101	0	0	$6.06
West Suburbs	1,096	39,089,635	1,674,206	1,818,820	4.70%	85,821	0	253,000	$7.32
Totals	23,345	1,208,337,104	76,047,234	77,942,110	6.50%	17,941,014	18,769,510	12,203,069	$6.05

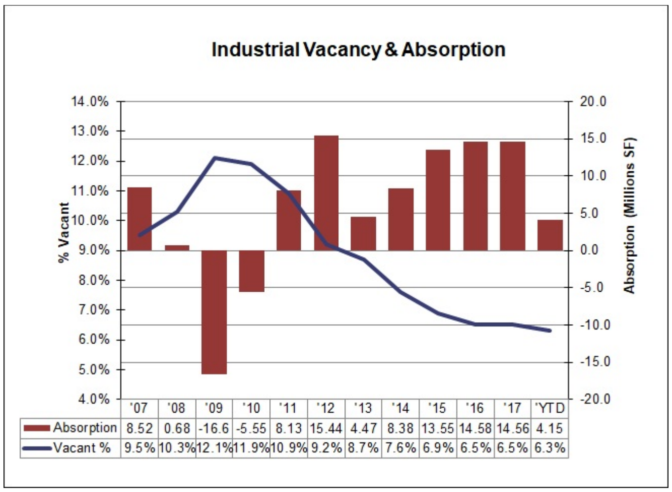
Source: CoStar Property

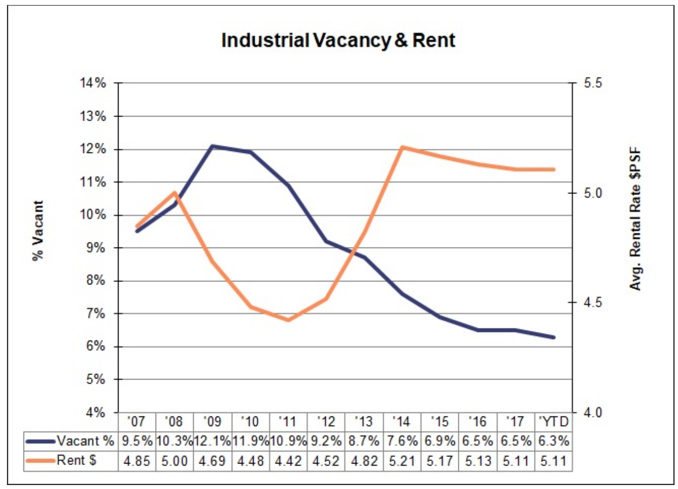
4 CoStar *Industrial Advisory Report Q4 2017*

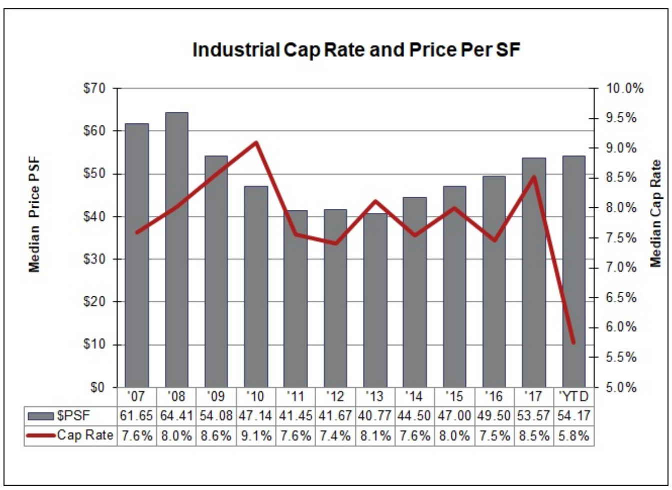
INDUSTRIAL MARKET OVERVIEW - Continued

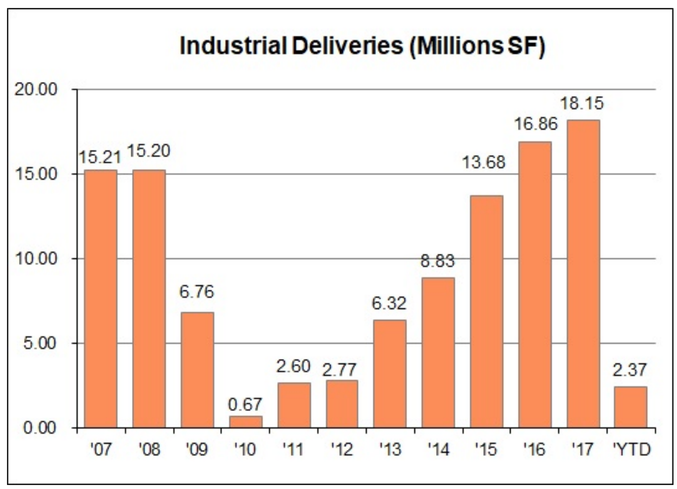
The following charts show trends in key 6-county (Cook, DuPage, Kane, Lake, McHenry and Will) industrial real estate indices including vacancy, rents, average sales prices, absorption, cap rates and construction based on data from CoStar, Inc. The data differ from the preceding table due to differences in the geographic areas covered and in the dates of data reporting.

CHICAGO AREA INDUSTRIAL MARKET TRENDS 2007-2017









Sources: CoStar, Inc.

INDUSTRIAL MARKET OVERVIEW - Continued

The upswing in absorption and occupancy statistics in the 6-county area is also starting to register in sale prices and rents, which have trended up over the last four years according to CoStar data; however, it is important to bear in mind that these reflect asking rents, and not what is actually achieved. Also, the improvements have not been uniformly shared across all parts of the region. Sales and leasing transactions continue to be buoyed by low interest rates and cap rate compression, which are supporting prices. Much uncertainty remains about what effects rising interest rates may have as they trend up. Still, the Chicago area remains dominant in the middle of the country as a logistics and distribution center. By virtue of its strategic location, and claim to all six class-one railways, it captures 70% of the nation's rail and intermodal traffic. Its transportation infrastructure gives the region a competitive advantage in e-commerce, and the region's tech sector is also expanding.

- **Absorption and Vacancy-** Positive absorption has been achieved in each of the last seven years. In the 6-county area, the 14.56 million square-feet absorbed in 2017 nearly equaled the 14.58 million square-feet in 2016, which had been the highest annual absorption total experience in eight years. Leasing activity continues to sustain momentum, fueled primarily by large deals in over 200,000-square-foot range. Amazon alone accounted for half of the 10 largest deal completed in 2016. Transactions in 2017 were generally smaller. Total leasing involved 446 deals having an aggregate 27.1 million square-feet in 2017, compared to 27.5 million square-feet in 2016 according to Colliers International. Warehouse and distribution continue to dominate the market activity. The amount of space returned to the market by tenants leaving buildings or downsizing was fairly low, allowing vacancy rates to fall even further. O'Hare is among the tightest submarkets.

- **Lease Rates-** Asking rents received a boost to $6.05 per square-foot in 2017, up 5.8% from $5.72 per square-foot at year-end 2016 based on Costar Inc., data. The trend has been generally upward since 2011. Barring any economic dislocations, the improved vacancy rate is anticipated to support continued increases in rents; however, growth may be checked to some degree due to the number of speculative projects coming on line. Nevertheless, the newer inventory tends to be of higher quality providing high-tech options for large distributors and better amenities for smaller users such as better floor plans and lighting according to Transwestern.

- **Construction-** Construction is up, but is still below pre-recession levels. CoStar reports space delivery at 18.7 million square-feet in 2017 on top of the 18.4 million square-feet added in 2016. Most of the new construction was in the central 6-county area, construction is concentrated along major thoroughfares. Renewed optimism has propelled increased speculative construction, accounting for about half of current activity. Build-to-suits and additions comprise the rest of growth. Colliers noted that construction activity in 2015 was particularly strong for multitenant buildings in the 100,000 to 500,000 square-foot range. Several of the large build-to-suits in the 1-million-square-foot range were added in 2016. Transwestern expects that logistics and warehousing, which have been Chicago's largest tenants, will to continue to lead in 2018, as online delivery and e-commerce become further entrenched as the model for conducting business throughout the nation. Also, urban infill close to customers, as well as larger distribution centers and warehouses, will continue to be active areas for redevelopment and new construction.

INDUSTRIAL MARKET OVERVIEW – Continued

Some 12 million square-feet are currently under construction, of which 56% is available. The brokerage Marcus and Millichap has expressed concern that elevated speculative construction will push up vacancies and hinder rent growth in some submarkets. It was because construction had been constrained over the last few years that an opportunity came to raise rental rates; however, the market may turn more to the tenant's favor as more speculative projects come on line. An offsetting factor is that demolition and conversion of older and obsolete buildings is helping to keep the inventory in check.

According to the brokerage Cushman and Wakefield, a lack of quality space reportedly remains one of the major challenges facing U.S. manufacturers. Such technological advances as improved measuring/ process control; digital technologies and sustainable manufacturing, have made many older facilities functionally obsolete, providing the opportunity for more speculative construction over the next few years in addition to build-to-suits. Markets such as Chicago, with available land, also will continue to attract new building development to satisfy the changing requirements for warehouses due to e-commerce.

Colliers expects infill development will continue to be in high demand due to the growth of e-commerce and the need for these companies to be in close proximity to their end customers through last mile delivery service.

- **Sales Trends-** For the region, CoStar reported 285 sales of buildings over 15,000 square-feet in 2017. The aggregate transaction volume was $1.9 billion, at an average price of $60.04 per square-foot. In the 6-county area, the average price per square-foot was $53.57 according to CoStar. Colliers International estimates a current average asking price for industrial buildings in the region at $46.07 per square-foot. Marcus and Millichap report cap rates in the 5% range for long term credit tenants in newer Class A product, with returns of 7% to 8% obtained for value-added deals involving older properties in prime industrial corridors. As with other property types, the local market continues to be bifurcated with investment grade assets on the upswing, while non-investment grade properties lag. Modern space users typically demand buildings with high ceilings, improved utilities, HVAC, and early suppression fast response (ESFR) sprinkler systems, more dock doors, and additional land for truck and employee parking. At the same time, developers and investors also are opportunistically seeking older, obsolete properties at below replacement cost as renovation, or redevelopment projects to meet modern standards. Obsolete properties with a lot of parking are favored targets for repurposing.

  Marcus and Millichap find that properties located along major thoroughfares or near transit stations are particularly favored. Buildings in transitional neighborhoods such as River West are also desirable. Lower real estate taxes in the collar counties may ignite investor interest, especially in DuPage and Will counties.

INDUSTRIAL MARKET OVERVIEW - Continued

Distribution Market Trends

Distribution warehouses are growing in popularity due to the explosive growth of e-commerce. Many distribution centers have extensive conveyor systems and mezzanines with specialized design and location to accommodate particular products. Racking systems are also highly specialized as are cranes that may be designed for certain heavy products. Mezzanine structures in particular may be much larger than in other categories of warehouses. It is not uncommon for mezzanine areas to be 10% to 50% of the total warehouse footprint. (According to BOMA, in order to be included in building square footage, only finished office mezzanines that are enclosed and air conditioned should be considered in the building square footage).

Major tenants are quickly adapting to modern retail trends and the need for more efficient and technologically advanced warehouse/distribution space became apparent in the last few years according to Transwestern. Different companies have different packaging and distribution systems and such specialized systems may not be useful to a second-generation buyer.

From an appraisal perspective, it is also noteworthy that modern 200,000+-square-foot buildings are often custom designed for credit tenants on built-to-suit bases, incorporating the specialized mezzanines, conveyors and racking systems into long-term capital leases, or financing leases. The underlying lease rate then would not be reflective of a market rate for the real estate only (i.e. the rent an informed buyer would pay for a vacant building). In contrast, there is the long-term lease to a credit tenant, with a lease rate structured to pay for the development cost of the specialized facility built by the lessor for the lessee's custom requirements. The lessee spreads the cost of construction over the lease term and has tax benefits from leasing and depreciation.

Changing Market Perceptions of Interior Truck Docks

Another technology and consumer driven design trend prevalent since the early 2000s is the virtual disappearance of interior truck docks in new buildings. While originally conceived of as advantageous for protection from the elements, this feature now meets with ambivalence in the market for a number of reasons:

- the building space wasted simply for the transfer of products that may not enhance overall operations;
- the added expense for real estate taxes, insurance and repairs for the extra space under roof;
- the need for increased ventilation from exhaust trapped inside the building envelope;
- the difficulty and extra effort needed to back trailers into tight spaces;
- the cost to repair damage from the occasional mishap;
- problems with water infiltration and the need to clean up the snow, ice and slush;
- in older buildings designed with shorter trailers in mind, the dock bays are not even long enough to accommodate a 55-foot load.

INDUSTRIAL MARKET OVERVIEW – Continued

According to Douglas McKnight[5]:

> Flush docks are preferred in modern warehouses. Enclosed docks can limit the length of the trucks that can use them, must be heated and lighted, and require exhaust systems to remove fumes from truck engines. In addition, it can be very difficult for a truck driver to back into an enclosed dock in bright sunlight if the interior is not well lit. Dock seals are desirable for preventing heat loss, sheltering lift trucks from inclement weather and enhancing security.

Investment Parameters

The 4th Quarter 2017 *Real Estate Investor Survey* by PricewaterhouseCoopers and the 4th Quarter 2017 *Real Estate Report* by Situs-RERC, indicate the following capitalization rates and yield rates for warehouse buildings at the national and local levels:

WAREHOUSE MARKET Fourth Quarter 2017 **KEY INDICATORS**	**NATIONAL 2017 4th QUARTER**	**CHICAGO 4th QTR '17 (RERC)**
DISCOUNT RATE (IRR) [a]		
Range	5.50%–9.00%	
Average	6.60%	8.3%
OVERALL CAP RATE (OAR) [a]		
Range	3.30%–6.90%	
Average	5.06%	6.7%
RESIDUAL CAP RATE		
Range	5.00%–7.50%	
Average	5.90%	7.2%
MARKET RENT CHANGE RATE [b]		
Range	0.00%–7.00%	
Average	2.50%	-
EXPENSE CHANGE RATE [b]		
Range	0.00%–3.00%	
Average	2.33%	-
AVERAGE MARKETING TIME (in months)		
Range	1–9	
Average	3.8	-

[a.] Rate on unleveraged, all-cash transactions
[b.] Initial rate of change
Sources: National Data– PricewaterhouseCoopers; Chicago Data– Situs RERC

[5] McKnight, Douglas, "A practical guide to evaluating the functional utility of warehouses." *The Appraisal Journal*. Vol. 67: No. 1.

INDUSTRIAL MARKET OVERVIEW – Continued

Permanent Financing

The following table summarizes prevailing mortgage terms by property type as reported by RealtyRates.com survey respondents for Class A and B properties nationwide.

	Minimum	Maximum	Average
Interest Rates (%)	3.19	8.64	5.37
Spread over 10-yr Treasury (%)	0.84	6.29	3.02
Debt Coverage Ratio	1.15	2.05	1.46
Loan-to-value Ratio	50%	90%	70%
Amortization (Yrs.)	15	40	25
Term (Yrs.)	3	30	11.46
Reserves ($PSF)	0.22	0.62	0.42

Sale vs. Asking Prices

In the absence of closed transactions, or when markets are undergoing significant change, listings can provide valuable insight into the market for real estate. Offerings, which represent the owner's perception of a property's value, may reflect the ceiling for market value. Comparing trends in asking prices and closed prices also can give an indication of the market's direction. Since asking prices are subject to future negotiation, they may not reflect prices prevailing as of the appraisal date, and so may need to be adjusted for negotiation as well as for changing economic conditions.

Using property sales data from CoStar, Inc., we examined the spread between the asking prices and final transaction prices for both Cook County and the surrounding collar counties of DuPage, Kane, Lake, McHenry and Will, which are displayed below:

INDUSTRIAL ASK/ SELL AND MARKETING TIME TRENDS

	Average Ask/ Sell Differential			Average Months on Market			Number of Sales		
	2017	**2016**	**% Chg**	**2017**	**2016**	**% Chg**	**2017**	**2016**	**% Chg**
Cook	-15.00%	-13.70%	9.49%	11	12	-8.33%	411	496	-17.14%
Collar Counties	-15.10%	-15.00%	0.67%	12	14	-14.29%	316	345	-8.41%

For the industrial sector, which has been one of the stronger market segments, especially for distribution and fulfillment operations, Cook County's sale volume was down 17% in 2017. (Note: that this is expressed in terms of number of transactions and not dollar volume or square-footage). This may reflect a combination of a cooling market, as well as a diminishing supply of quality properties on the market. The spread between the asking and final sale prices was also up in Cook County, increasing to 15%, which is higher than all the other property types. The sales volume did not fall as much in the collar counties but was lower than in 2016. Marketing time has fallen for industrial buildings in the suburbs and is only a month longer on average than in Cook County. The spread between asking and sale prices is also similar for the two areas, in the 15% neighborhood.

INDUSTRIAL MARKET OVERVIEW – Continued

Chicago's strategic location and transportation infrastructure make it among the most important transportation centers and industrial centers in the nation. The region boasts the nation's second largest workforce and its largest manufacturing market. The region's extensive multi-modal transportation network includes air, rail, highway and inland port facilities. Industrial real estate observers suggest that the market is poised for continuing growth, with distribution firms seeking additional space in Chicago to meet rising consumer demand for goods. The region's strategic location and transportation network will make it attractive to corporate users. Continued improvement in fundamentals combined with declining vacancy should allow landlords to realized higher rents. Still, despite improving fundamentals, developers and lenders alike remain cautious because of continuing economic uncertainty and vulnerability to outside events, whether foreign or domestic.

Conclusion

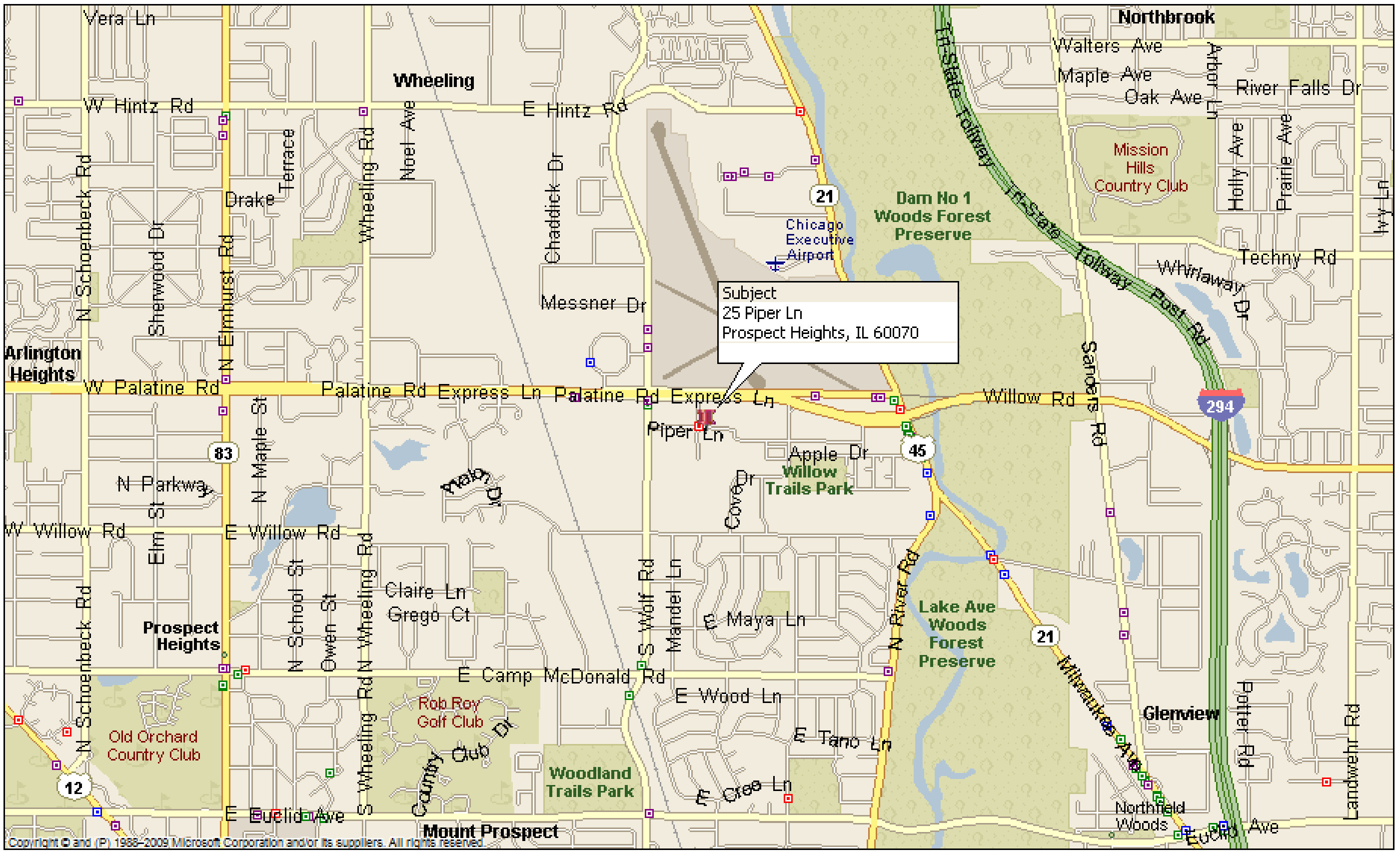
Although speculative development is increasing, build-to-suit activity continued to dominate in 2017. E-commerce, automotive manufacturing, aerospace energy, food processing and third-party logistics continue to be the sources of strength. Candidates for large increments include firms that previously outsourced many of their processes off-shore to cut costs. There has been somewhat of a reversal in this trend in recent years by firms troubled by the resulting lack of control, transportation costs and delays. Firms facing such efficiency and control issues have begun considering "reshoring" operations— that is bringing outsourced processes back within proximity of U.S.-headquartered firms. As a result, there has been a slight uptick in manufacturing in the U.S. countering the steady decline experienced over the last two generations. Better proximity of the firms' headquarters to the production and distribution processes allows for more rapid response to customer demand and faster implementation of product innovation. Another potential need noted is trailer storage for warehouses. According to Colliers International, rental rates for Class A product are improving; in core markets, Class B may start to trend up as the market tightens; however, there is little interest in Class C rental buildings.

Despite its recognized strategic location, it remains difficult to attract new industrial users from out of state according to Transwestern. High state taxes, local increases in the minimum wage, diminished tax incentives and a downgrade of the region's creditworthiness are cited as reasons. Additionally, although the local labor pool is large, a skills gap is reported for high-tech and specialized industrial users in both distribution and manufacturing operations. Their outlook for 2018 is that industrial activity will continue at the same pace, especially in well-located submarkets near transportation hubs such as airports and major highways. The concern is that absorption may keep pace with additions inventory pushing vacancy up.

While most indicators are improving, the momentum in the market is not evenly distributed. Non-investment grade properties continue to lag behind investment grade assets and pockets of weakness remain in south Chicago, south suburbs and the urban fringe submarkets. Overall trends in the market are summarized below:

Vacancy Rate:	Stable
Lease Rate:	Improving
Absorption:	Stable
Construction:	Increasing

LOCATION MAP



DESCRIPTION OF THE IMMEDIATE AREA

The subject is located in the City of Prospect Heights, 25 miles northwest of Chicago. Incorporated in 1976, the city encompasses an area of 4.5 square miles. The area is generally bound by Wheeling to the north, Mount Prospect to the south, Arlington Heights to the west, and Northbrook to the east. U.S. 21 runs straight through the community. Interstates 94 and 294 are located 5 miles east of the city. O'Hare International Airport is 45 minutes away. Commuters are served by METRA rail. PACE bus service is also available. The City of Prospect Heights is home to over 1,200 businesses from industrial and light manufacturing to financial services, technology and retail. Prospect Heights is also home to headquarters of a number of multinational corporations.

The subject is located on the eastern section of the city of Prospect Heights. Specifically, the subject is located on the southeast corner of Piper Lane and Pinecrest Drive in an industrial and multi-family rental district generally bound by major arterials, S. Wolf Road to the west, N. Milwaukee Avenue to the east and Palatine Road to the north. The Chicago Executive Airport is located north/northeast of the subject in the Palatine Road and N. Milwaukee Avenue. Adjacent north is an apartment complex that shares Pinecrest Drive and is not a through street extending south. It runs through the apartments parking and terminates at the south just before the south site line of the subject (see aerial view). Pinecrest Drive extending north beyond the subject connects to Palatine Road and is a typical municipal street. Piper Lane to which the subject has primary frontage, extends east and west and connects to S. Wolf Road. Piper Lane is a two-lanes, one-lane each way secondary street.

I294 is located approximately 1.9 driving miles east of the subject; I53 is located approximately 2 miles west of the subject on Palatine Road. As such, the subject had adequate linkage to interstates. However, the subject is in a secondary industrial location consisting of industrial related and apartment complexes.

Trend Analysis. The market conditions in which a property exists will change over the life of an asset. Although not universal, a neighborhood may pass through four stages, briefly described as follows:

- Growth, during which time the neighborhood is establishing and gaining public favor and acceptance.
- Stability, which is a static period evidenced by a lack of available land for continued new development.
- Decline, during which time shifting neighborhood use patterns result in a secondary location.
- Redevelopment, which results in a removal of or renovation of outdated improvements and construction of more modern improvements.

The subject property is situated in an established industrial and multi-family rental district in the east section of Prospect Heights, Illinois, which is in the stability stage. Certain build-to-suit operations might be financially feasible for some owner-users or investors.

SITE DESCRIPTION

Location:	On the eastern section of the city of Prospect Heights. Specifically, the subject is located on the southeast corner of Piper Lane and Pinecrest Drive in an industrial and multi-family rental district generally bound by major arterials, S. Wolf Road to the west, N. Milwaukee Avenue to the east and Palatine Road to the north. The Chicago Executive Airport is located north/northeast of the subject in the Palatine Road and N. Milwaukee Avenue.
Shape/Block Location:	Generally regular, corner-block vacant site
Topography:	Moderately above street grade.
Area:	438,722± square-feet
Frontages:	Major frontage on the south line of Piper Lane and secondary frontage on the east side of Pinecrest Drive.
Access:	Primary access is provided by Piper Lane, a 2-lane (1-lane each way), 2-way, easterly-westerly, secondary traffic street. It is improved with concrete and asphalt paving, drainage, overhead illumination, concrete curbs and sidewalks (along the subject frontage side; south side of the street). Additional frontage is provided by Pinecrest Lane, which appears to run through the parking lot of the adjacent apartment. Pinecrest Lane is typical municipal street extending north beyond the subject to Palatine Road.
Ingress/Egress:	There are two curb cuts to the site from Piper Lane. No public alley.
Utilities:	It is assumed that all utilities including natural gas, electric, telephone, city water, storm, and sanitary sewers are available nearby to site.
Zoning:	B-4, Office-Industrial P.U.D. in Prospect Heights, Illinois.

SITE DESCRIPTION - Continued

Easements/ Encroachments: No information was provided regarding covenants, reservations, easements, restrictions, encroachments, covenants, conditions and restrictions (CC&Rs), and rights, recorded or unrecorded, easements, encroachments, deed or other private restrictions affecting the subject property. At the time of the inspection, no apparent easements and encroachments were observed that would adversely affect the marketability and functional utility of the subject. This analysis is premised on the condition that only common restrictions, such as utility easements, etc., apply, and that they would not adversely affect the development of the site.

Soil and Subsoil/ Environmental: No soil tests were made at the time of the inspection. There appeared to be no evidence of any adverse soil, settlement or drainage problems observed in the subject or surrounding properties. At the time of our observation, we did not observe any potentially hazardous conditions. Nevertheless, the current environmental conditions of the subject property are not known. Please see *Assumptions and Limiting Conditions* numbers 12 through 15, and 28 through 30 for our reliance on assumptions about the quality and condition of the soils underlying the subject property.

Flood Plain Information: Flood Zone X according to the Federal Emergency management Agency (FEMA) *Flood Insurance Rate Map (FIRM)* Map Panel: 17031C0207J, Prospect/Cook County, dated August 19, 2008 - designated an area outside of the 100- and 500-year floodplains. This is not known to be a FEMA SFHA.

External: The subject is located in the northwest submarket. I294 is located approximately 1.9 driving miles east of the subject; I53 is located approximately 2 miles west of the subject on Palatine Road. As such, the subject had adequate linkage to interstates. However, the subject is in a secondary industrial location consisting of industrial related and apartment complexes. Furthermore, the subject’s current known tax rates for the area is at the upper range, which negatively affect its property economics and valuation.

.

FLOOD MAP I


InterFlood by a la mode
Prepared for: Peterson Appraisal Group
25 Piper Ln
Prospect Heights, IL 60070-1782
E Palatine Rd
Palatine Rd Express Lane
E Palatine Rd
Palatine Rd Expres
S Wolf Rd
Piper Ln
Piper Ln
Pinecrest Dr
Burning Bush Ln
Love Dr
Apple Dr
Willow Trails
Cove Dr
Cove Dr
Quaker Ln
W Willow Rd
S Wolf Rd
E Old Willow Rd
E Seminole Ln
E Old Willow Rd
E Aztec Ln
N Aspen Dr
N Oneida Ln
E Mohawk Ln
Robert Ln
300 yards
bing
© 2018 Microsoft Corporation © 2018 HERE
Powered by CoreLogic©
MAP DATA
FEMA Special Flood Hazard Area: No
Map Number: 17031C0207J
Zone: X
Map Date: August 19, 2008
FIPS: 17031
MAP LEGEND
Areas inundated by 500-year flooding
Areas inundated by 100-year flooding
Velocity Hazard
Protected Areas
Floodway
Subject Area

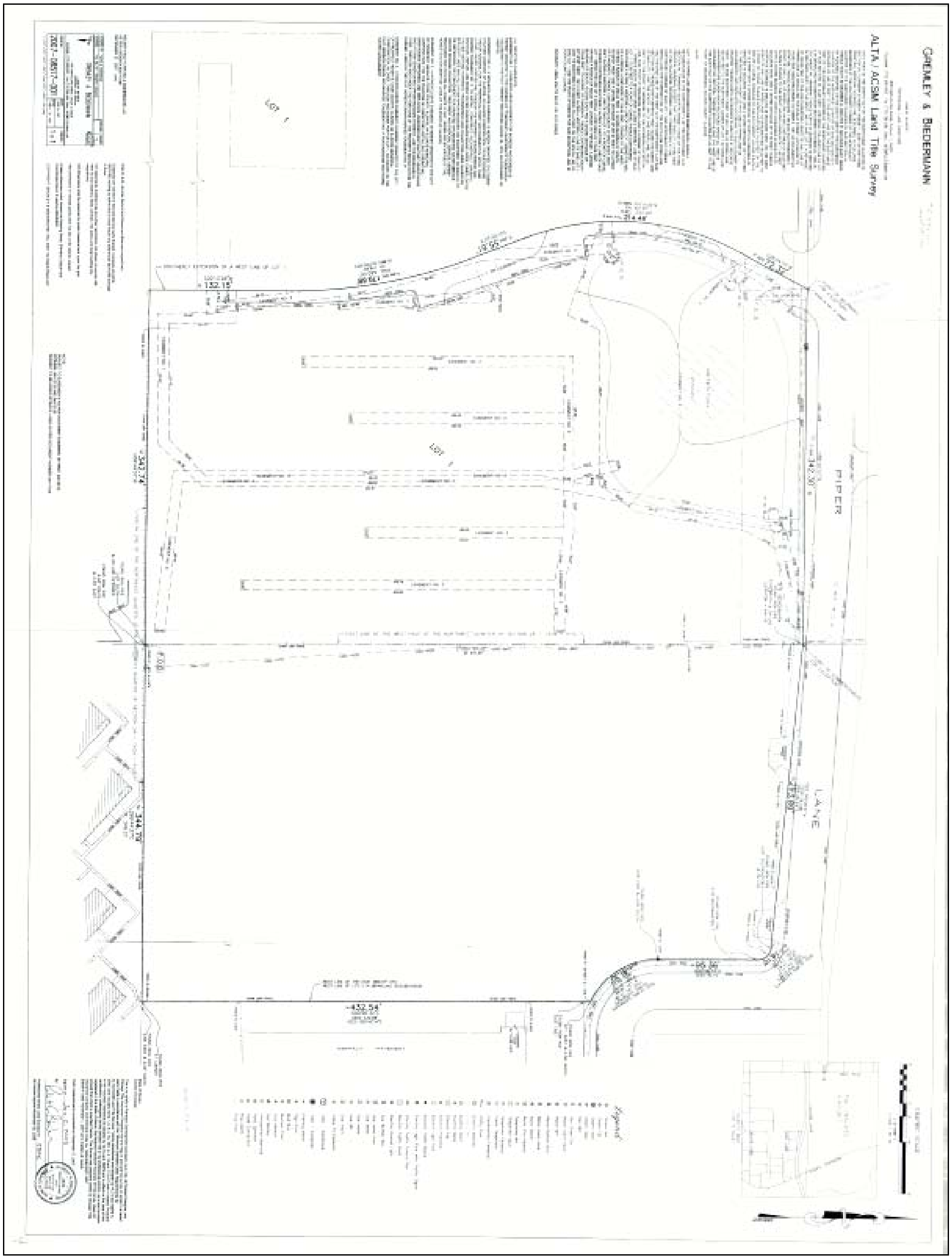
FLOOD MAP II


InterFlood by a la mode
Prepared for: Peterson Appraisal Group
35 Piper Ln
Prospect Heights, IL 60070-1782
East Dr
E Palatine Rd
Palatine Rd Express Lane
E Palatine Rd
E Palatine Rd
Palatine Rd Express Lane
S Wolf Rd
Piper Ln
Pinecrest Dr
Piper Ln
Burning Bush Ln
Love Dr
Apple Dr
Willow Trails Park
Cove Dr
Cove Dr
Quaker Ln
S Wolf Rd
W Willow Rd
E Old Willow Rd
E Seminole Ln
E Old Willow Rd
E Aztec Ln
E Aztec Ln
N Arapaho Dr
N Aspen Dr
N Oneida Ln
E Seneca Ln
300 yards
bing
© 2018 Microsoft Corporation © 2018 HERE
MAP DATA
FEMA Special Flood Hazard Area: No
Map Number: 17031C0207J
Zone: X
Map Date: August 19, 2008
FIPS: 17031
MAP LEGEND
Powered by CoreLogic©
Areas inundated by 500-year flooding
Areas inundated by 100-year flooding
Velocity Hazard
Protected Areas
Floodway
Subject Area

REAL ESTATE TAXES AND ASSESSMENT

The subject property is located in Wheeling township, in Cook County identified as a tax exempt property, which is owned by the City of Prospect Heights. The subject's tax codes are 38181 & 38182 which have current known taxes (2016) of 12.554 & 12.532, respectively.

PLAT OF SURVEY



DRAFT SITE PLAN

Exhibit C

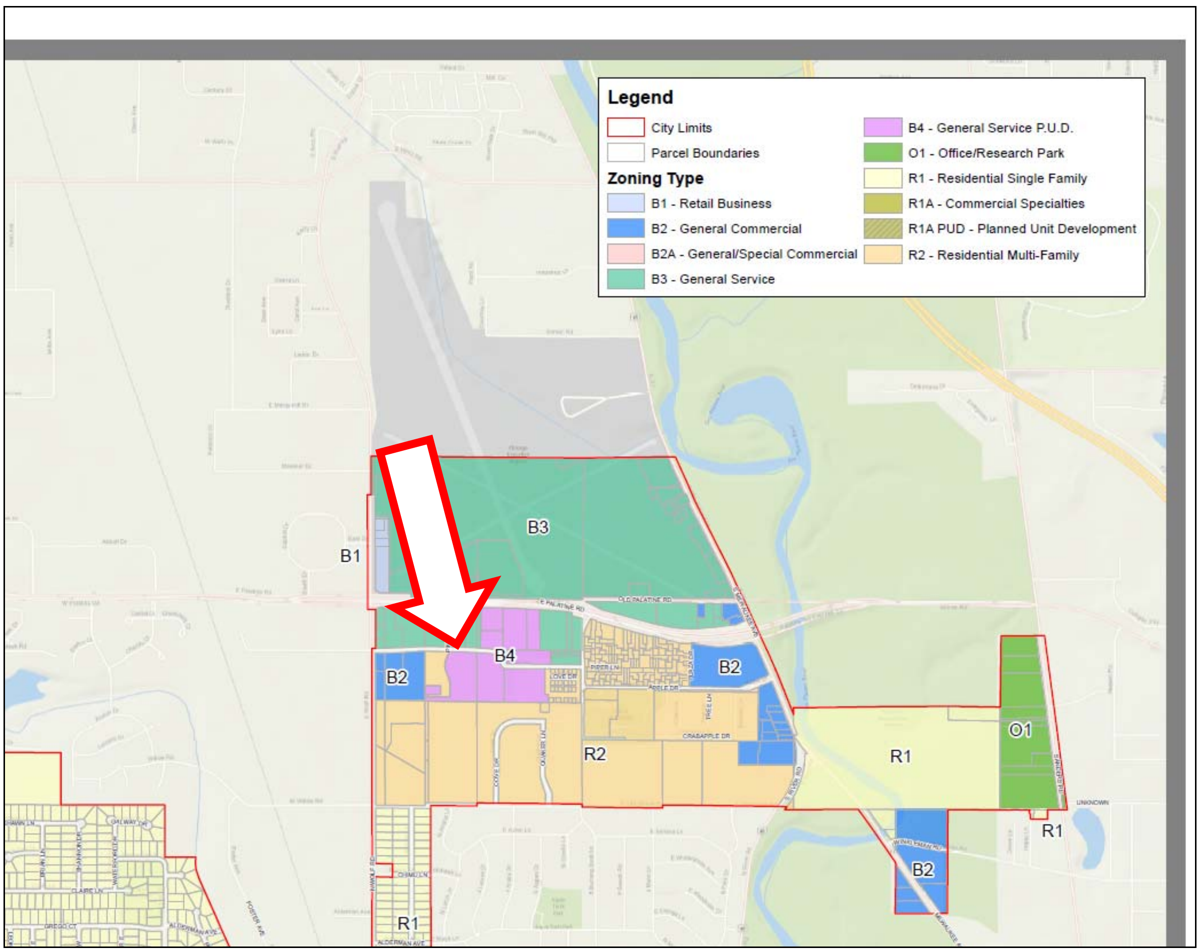
Draft Site Plan

ZONING

The subject is zoned B-4, Office-Industrial P.U.D. in Prospect Heights, Illinois. Based on a review of the zoning regulations, the subject appears to be a legal, conforming use of the site. There are no known existing or pending zoning laws or codes that would adversely affect the marketability of the subject property.

The B-4 office/industrial district is intended to provide sites to accommodate those production and service related uses which serve large segments of the resident population and nonresidential activities located in the general area. Such uses must have high standards of performance such that they can locate in close proximity to residential and business uses without creating nuisances and with sufficient control of external effects to protect the character and value of one property from another. In this district outdoor storage must be completely screened in a manner approved by the site plan review committee, loading docks shall not be visible from public roadways, and all industrial operations shall be conducted within an enclosed building. Planned unit developments are permitted subject to approval as a special use property.

ZONING MAP (SPECIFIC TO THE SUBJECT AREA)



HIGHEST AND BEST USE ANALYSIS

Land is appraised as though vacant and available for development to its highest and best use, and the appraisal of improvements is based on their actual contribution to the site. The Dictionary of Real Estate Appraisal, published by the Appraisal Institute, defines highest and best use as follows:

> *The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.*

Highest and best use is determined separately for the site as though vacant and for the property as improved. If the highest and best use of the land as vacant differs from its highest and best use as improved, a determination is made as to whether the existing improvement, though not the ideal use, still contributes to the total property value.

If the value for the land as vacant is higher than the value of the improved property, then the property value is equal to the value of the land less the costs to demolish the improvement.

If the improvement still contributes to the value of the land, a determination is made of the most probable course of action for a typical investor to follow with regard to the property. This might mean maintaining the property in its current form as an interim use, or adapting the improvement to more closely resemble the ideal. The highest and best use of a special-purpose property as improved may include the continuation of its current use, if that use is viable.

The highest and best use concept also takes into account the contribution of a specific use to the community and community goals, as well as the benefits of that use to individual property owners. Hence, in certain situations the highest and best use of the land may be for parks, greenbelts, preservation, conservation, wildlife habitats and the like.

Highest and best use analysis is divided into two parts. The first is to estimate the best use of the land as though vacant and ready for development. The next step is to determine whether the existing improvements fall into the realm of optimum uses of the site and whether the value of the property, as improved, exceeds the value of the land as though vacant.

HIGHEST AND BEST USE ANALYSIS - Continued

HIGHEST AND BEST USE— AS VACANT

The subject property is zoned B-4, Office-Industrial P.U.D.. The subject has non-exclusive easements primarily at the mid-section of the west site area extending to the rear, and along the mid-section extending the length of the site. The proposed building development would be built-over the easements. This appraisal assumes that the easements do not restrict development. The incorporation of this assumption has dramatic effect on the analysis and conclusion of this appraisal. The retention area is typical for larger site area and often required for developments.

The site contains a gross area of 438,722± square-feet. With the exception of size there are no physical constraints that would limit development of the site with any of the legally permissible uses. In the current economic conditions, the highest and best use of the site as if vacant would be industrial-related development. Development on a built-to-suit basis for a particular user only should be considered.

APPRAISAL PROCEDURES

This is an appraisal of land as if vacant so that the appraisal procedures that are customarily applied to improved properties are either not applicable, or require modification. For example, the cost approach is applicable only to improved properties and is not applicable for the appraisal of vacant land while the income capitalization approach is only applicable for special circumstances such as subdivision analysis and land residual techniques. Land valuation is accomplished through six generally accepted procedures:

Sales Comparison

Recent sales of similar vacant parcels are compared with the subject property. Adjustments are made for differences among the properties and are used to create indicators of value for the land under appraisal. The sales comparison approach is usually the more reliable method of land valuation provide sufficient comparable sale transaction data exists. Reliable sales data is not always available, however, in which case the appraiser must then rely on other methods of land valuation.

Allocation

This method is based on the principle of balance, which states that there is a sense of proportion in the four agents of production. Land, as one of the agents of production, has a logical value relationship to total property value. Sales of improved properties are analyzed and the values are allocated between land and improvements.

Extraction (or Abstraction)

In this method improved property sales data are evaluated and the estimated depreciated replacement cost of the improvements are subtracted from the sale price. The remainder is the indication of land value.

Capitalization of Ground Rent

This method uses the income approach to value to establish a current value for land through its future income potential.

Land Residual Procedure

Calculates land value by first estimating net income earned by a property and then subtracting income that can be attributed to the improvements, leaving a residual value attributable to the land.

Subdivision (or Development) Approach

The subdivision approach determines market value by subtracting the costs of developing a potential subdivision from its anticipated proceeds, and discounts the remainder to present value as of the date of value using a yield capitalization (discounted cash flow) analysis.

Procedures Applied

In this analysis, the sales comparison approach is applied.

SALES COMPARISON APPROACH

In the sales comparison approach, we develop an opinion of market value by comparing the subject with similar properties that have recently sold, are listed for sale, or are under contract. The sales comparison approach is based on the principle of substitution which holds that a prudent buyer will pay no more for a property than the cost of acquiring an equally desirable substitute, without undue delay. Property value is reflected by prices obtained in market transactions and on asking prices for currently available properties. The procedure involves comparison and correlation of the subject property with similar properties that have sold, or are available for sale. After researching and confirming transactions, the appraisers reduce the sales to a common unit of comparison such as price per-square-foot, price per unit, or price per room. We determine how the comparable sales differ from the subject and adjust for differences in various elements of comparison such as location, market conditions, physical characteristics and conditions of sale. The resulting value indications are reconciled into a single value or range of values. In the analysis of income-producing properties, we may also derive gross income multipliers (GIMs) and capitalization rates.

The comparative analysis focuses on similarities and differences in the following characteristics that cause prices to vary:

- Property rights conveyed
- Financing terms
- Conditions of sale (motivations of buyers and sellers)
- Expenditures made immediately after purchase
- Market conditions at the time of sale
- Location
- Size
- Physical features
- Economic characteristics, if the properties produce income
- Use
- Non-realty components

Procedures

The steps in this procedure are:

1. Gather data on actual sales as well as listings, offers and options.
2. Confirm the data as accurate and representative of arm's length sales.
3. Select relevant units of comparison.
4. Determine how the comparable sales differ from the subject and adjust for differences in various elements of comparison.
5. Conclude a market value estimate for the subject.

SALES COMPARISON APPROACH – Continued

A fundamental requirement of the approach is that concept that a sufficient number of recent sales or current offerings of reasonably similar properties exist in the same or comparable markets as a basis to estimate the value of the subject property. Ideally a market comparable meets four conditions:

1. The sale is arm's length; either be between two non-related parties, or between related parties who have negotiated a price at a level that if the seller were the buyer, the price he is paying is also the price he would pay for the property; and conversely if the buyer were the seller the price he is accepting is also the price he would pay for the property. To this extent a conveyance resulting from a buy sell agreement, right of first refusal agreement, or lease/purchase option agreement could be arm's length even though the buyers and sellers are not unrelated.

2. Neither the buyer nor the seller was under compulsion to act.

3. The property was offered on the open market to the class of purchasers best able to use the property.

4. The price is expressed in cash equivalent terms, adjusted for any special financing, concessions, or terms.

The degree of comparability that exists between recent sales and the subject is often a function of local sales activity. If sales are infrequent, the comparable search may be expanded in scope and/or geography to whatever reasonable extent is necessary to accumulate sufficient data on which to base a judgment. Guidelines applied to determine the degree of comparability of data include.

- The physical characteristics of the sale and the subject should be similar in terms of size, construction and amenities.

- The functional adequacy of the comparable and the subject should be competitive in terms of their ability to support similar operations.

- The sales should be in the same or demographically similar market as the subject. Market boundaries are not physical or political in character, but are economic - set by the participants in the market, the location of competition and the sources of demand.

The sale prices of the comparables are reduced to a standard unit of comparison which provides the common denominator by which the market sales and the subject can be related to each other. In this instance, price per-square-foot of gross building area, including land is used.

SALES COMPARISON APPROACH – Continued

Adjustments to the unit prices are made for dissimilar features in order to indicate the price at which the subject property could reasonably be expected to sell. For this analysis the salient features considered include:

- Architectural style and floor plan.
- Relative Size.
- Construction quality.
- Amenities.
- Age and condition of the improvements.
- Location, access and the nature of surrounding development.
- Availability of competing properties.
- Effect of changing market conditions on selling prices.

Any single comparable may require adjustments for one or all of these factors. The following sales are the most pertinent to our analysis.

SALES COMPARISON APPROACH – Continued

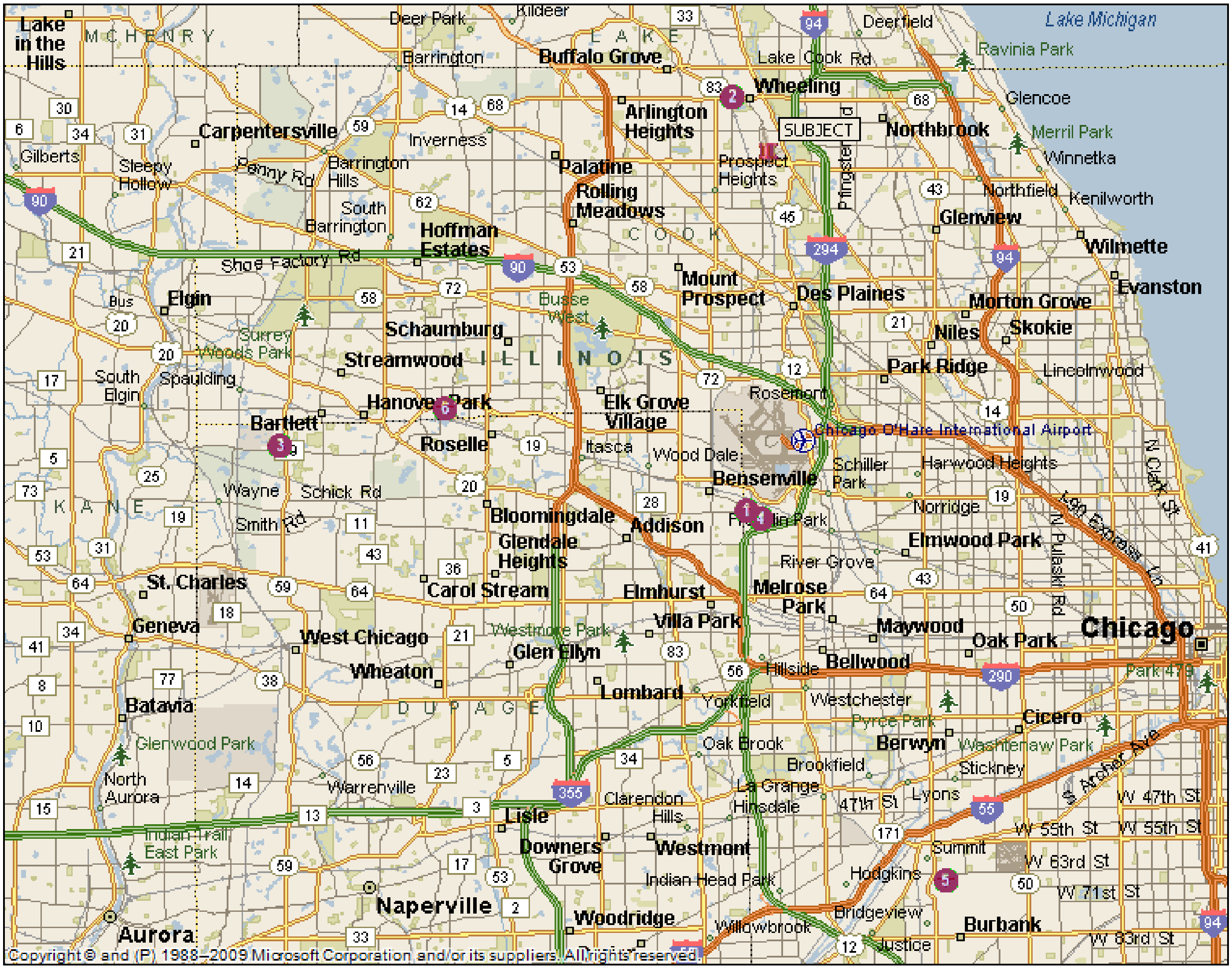
COMPARABLE SALES SUMMARY

No.	Location	Sale Date	Sale Price	Land Area+/-	Zoning	Sale Price Per Sq. Ft.
1	491 Podin Drive Bensenville, IL	Dec-18	$1,590,000	150,427	I-2	$10.57
2	800 Northgate Parkway Wheeling, IL	Jun-16	$2,150,000	607,444	I-3	$3.54
3	1365 Brewster Creek Blvd. Bartlett, IL	Jul-17	$1,957,000	457,380	I	$4.28
4	11333-411 Addison Avenue Franklin Park, IL	May-15	$5,300,000	443,675	I-2	$11.95
5	6901 W. 65th Street Bedford Park, IL	Jan-17	$4,750,000	473,933	M-1	$10.02
6	1 Albion Avenue Schaumburg, IL	Oct-17	$915,000	217,257	M-1	$4.21
Subject	25 & 35 Piper Lane Prospect Heights Illinois	May-18	*$2,746,400	438,722	B-4 Office-Industrial P.U.D.	*$6.26

* An unsigned real estate purchase and sales contract was provided dated May, 2018 between seller City of Prospect Heights/ Non-Home Rule Municipality and buyer Conor Commercial Real Estate LLC, a Delaware limited liability company. The purchase price is $2,750,000 based on a land size of 10.09 acres; if it is determined by a survey that the land is greater or less than 10.09 acres, then the purchase price is adjusted at a rate of $6.26 per square foot of land area. The provided Plat of Survey as reproduced in the addendum states a land size of 438,722±-square-foot, or ~10.07 acres and the basis of our analysis. City of Prospect Heights does not have general property tax.

SALES COMPARISON APPROACH – Continued

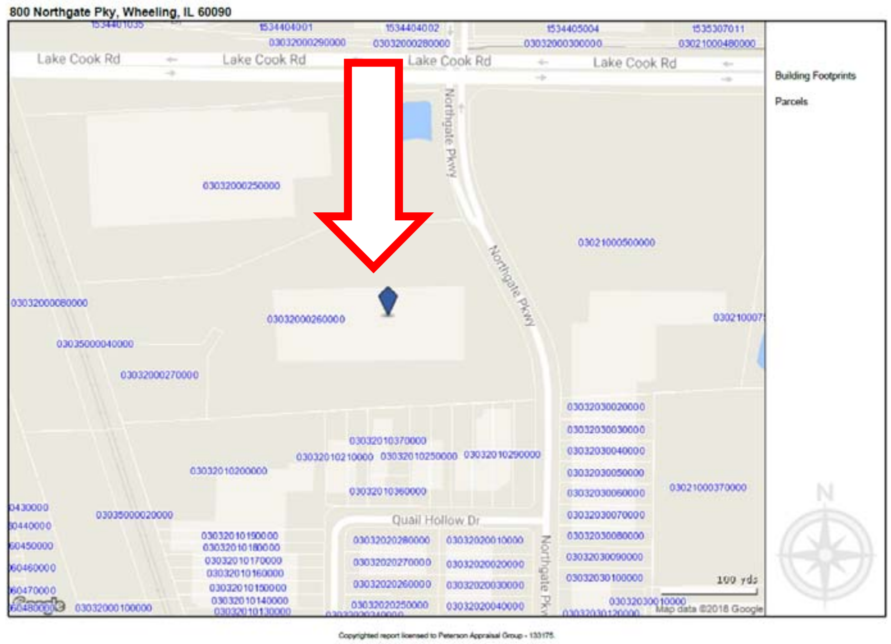
LAND SALES MAP



Land Sale 1

Location:	491 Podin Drive Bensenville, IL
Property Index Number(s):	12-19-100-115-0000; 12-19-100-116-0000
Lot Size (SF):	150,427 square-feet
Zoning:	I-2
Shape:	Regular
Corner:	No
Sale Date:	12/17/2018
Document Number:	1807913041
Data Source:	CoStar ID: 9265446/ Deed / Cook County Tax Portal/ Bensenville Zoning Map/ Tax Map/ MK (06/18)
Buyer:	The Teresa Rooney Revocable Living Trust 2007
Seller:	WBS Equities, LLC
Price:	$1,590,000
Price Per Sq. Ft.:	$10.57
Comments:	This comparable was on the market for 93 months and 11 days with an asking price of $1,800,000 (12% discount). Proposed use is an industrial, truck terminal warehouse. There is 1-curb cut from Podlin Road. It is located ~7.6 miles from Chicago O'Hare Airport.

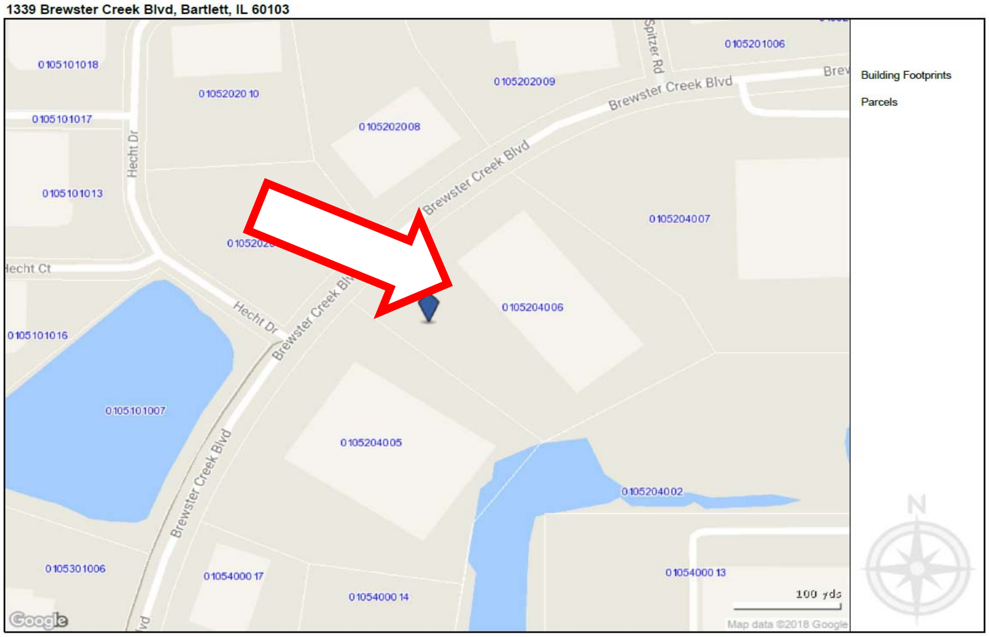
Land Sale 2



Location:	800 Northgate Parkway Wheeling, IL
Property Index Number(s):	03-03-200-026-0000
Lot Size (SF):	607,444 square-feet
Zoning:	I-3
Shape:	Irregular
Corner:	No
Sale Date:	06/02/2016
Document Number:	1615819109
Data Source:	CoStar ID: 3634562/ CRE listing/ Deed / Cook County Tax Portal/ Wheeling Zoning Map/ Tax Map/ MK (06/18)
Buyer:	HP wheeling 1, LLC
Seller:	Frito-lay North America, Inc.
Price:	$2,150,000
Price Per Sq. Ft.:	$3.54
Comments:	This comparable was on the market for 85 months. Proposed use at time of sale was a 205,000 sf industrial building with 2.11 acre dedicated for a detention. It is located ~17.4 miles north of Chicago O'Hare Airport.

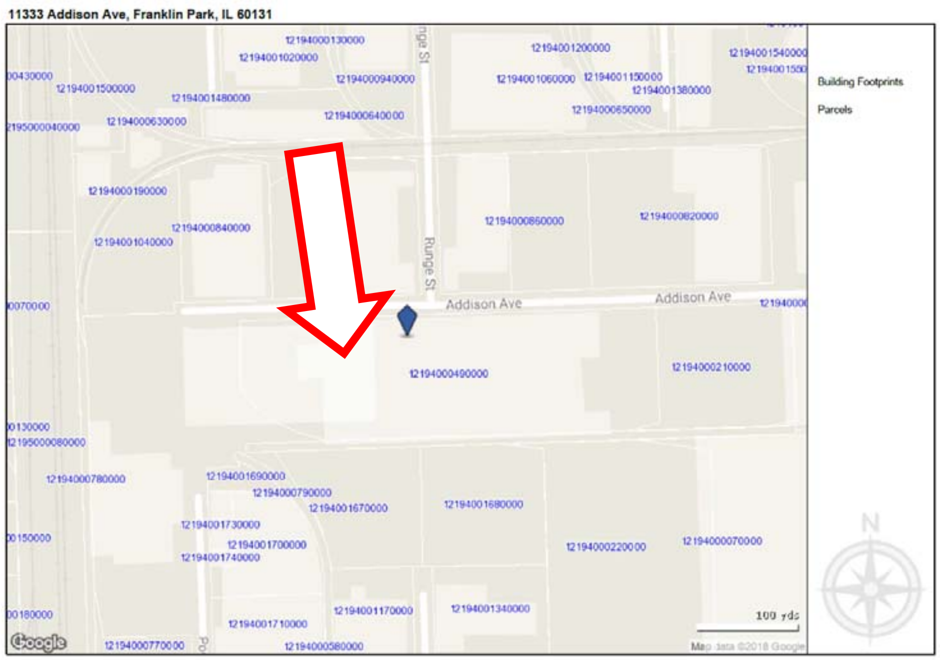
Land Sale 3

1339 Brewster Creek Blvd, Bartlett, IL 60103



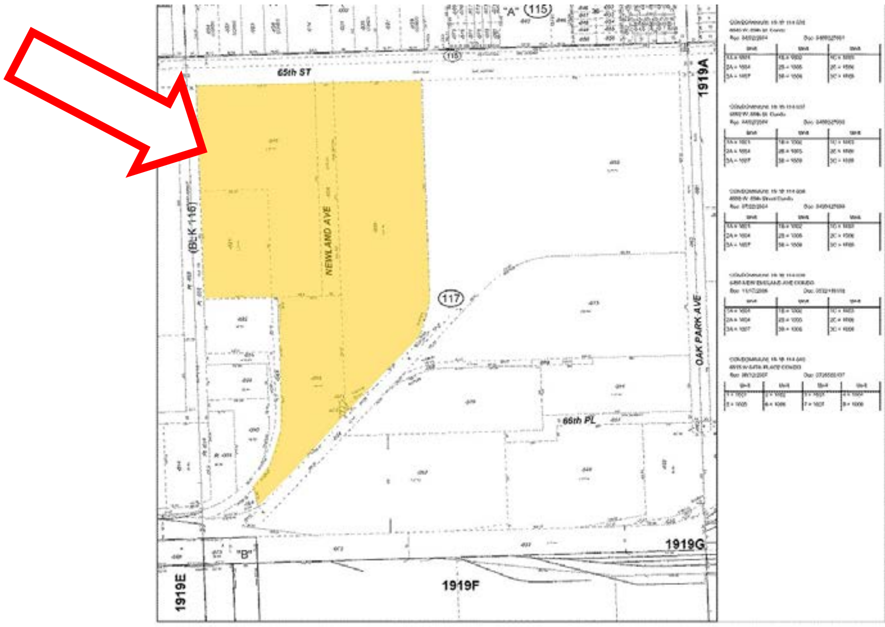
Location:	1365 Brewster Creek Boulevard (based on DuPage parcel information) Bartlett, IL
Property Index Number(s):	01-05-204-006-0000
Lot Size (SF):	457,380 square-feet
Zoning:	I
Shape:	Generally regular
Corner:	No
Sale Date:	07/12/2017
Document Number:	R17-080775
Data Source:	CoStar ID: 399622/ Deed/ DuPage County GIS Parcel Viewer/ MK (06/18)
Buyer:	Elmhust –Chicago Stone Company
Seller:	Ridge Partners II LLC
Price:	$1,957,000
Price Per Sq. Ft.:	$4.28
Comments:	A 180,000 square feet, owner-user industrial site is proposed for the acquisition.

Land Sale 4



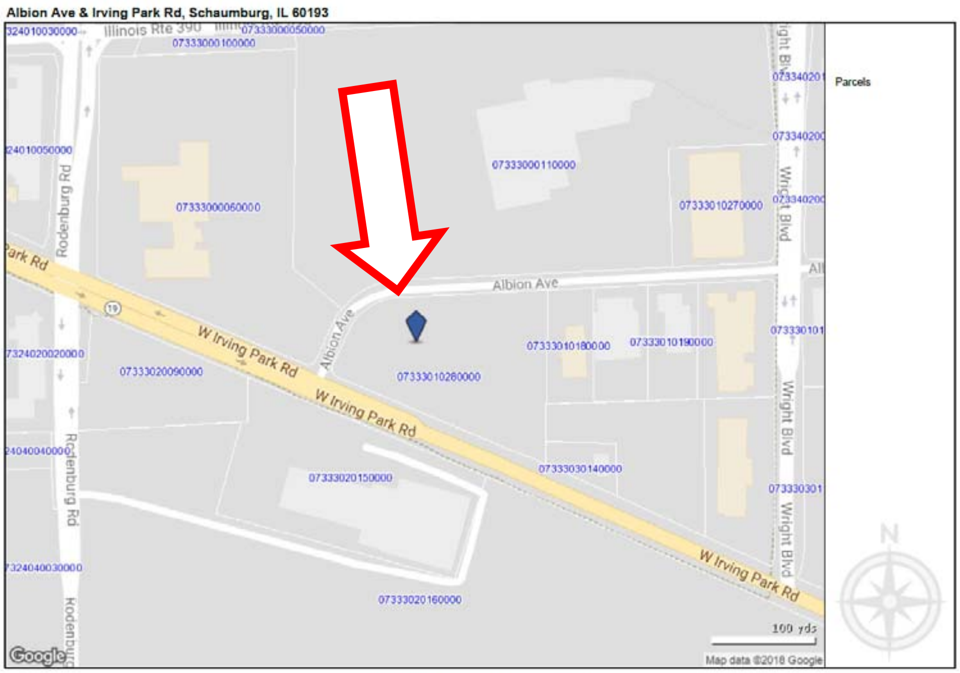
Location:	11333-411 Addison Avenue Franklin Park, IL
Property Index Number(s):	12-19-400-049-0000
Lot Size (SF):	443,675 square-feet
Zoning:	I-2
Shape:	Irregular
Corner:	No
Sale Date:	05/19/2015
Document Number:	1514910009
Data Source:	CoStar ID: 3634562/ Deed / Cook County Tax Portal/ Franklin Park Zoning Map/ Tax Map/ MK (06/18)
Buyer:	113333 Addison Investors LLC
Seller:	MGL Properties, LLC
Price:	$5,300,000
Price Per Sq. Ft.:	$11.95
Comments:	This comparable is located in the superior O'Hare submarket. The buyer purchased the land as an investment with plans to build a 221,896 SF spec distribution center.

Land Sale 5



Location:	6901 W. 65th Street Bedford Park, IL
Property Index Number(s):	19-19-117-004, 005, 031, 042, 065, 071 & 074-0000
Lot Size (SF):	473,933 square-feet
Zoning:	M-1
Shape:	Irregular
Corner:	No
Sale Date:	01/05/2017
Document Number:	1701034048
Data Source:	CoStar ID: 3800318/ Deed / Survey (Site Plan)/ Tax Map/ MK (06/18)
Buyer:	6901 Bedford LLC
Seller:	Elgin BB LLC
Price:	$4,750,000
Price Per Sq. Ft.:	$10.02
Comments:	This comparable was on the market for 27 months and 12 days with an asking price of $5,000,000 (5% discount). The subject was purchased to build a 300,000 SF industrial building. The site is approved for a 6B and enterprise zone. The prior development was demolished in 2015.

Land Sale 6



Location:	1 Albion Avenue Schaumburg, IL
Property Index Number(s):	07-33-301-028-0000
Lot Size (SF):	217,257 square-feet
Zoning:	M-1
Shape:	Irregular
Corner:	Yes
Sale Date:	10/27/2017
Document Number:	1730347056
Data Source:	CoStar ID: 4098281/ Deed / CCRD/ Plat of Survey/ Tax Map/ MK (06/18)
Buyer:	Paddock Publications, Inc.
Seller:	Berman Lapetina Enterprises
Price:	$915,000
Price Per Sq. Ft.:	$4.21
Comments:	This comparable is located in the Schaumburg submarket: ~22.3 miles northwest of O'Hare Airport.

SALES COMPARISON APPROACH – Continued

ANALYSIS OF COMPARABLE SALES

Adjustments are made to reflect variances between the subject property and comparable data. The following factors are considered in our analysis.

Property Rights Conveyed

When real property rights are bought and sold, the contract of sale may include the entire bundle of rights; or only a portion of those rights. An adjustment for property rights considers the differences in legal estate (interest) between the subject property and the comparable sales. Specific interests convey different rights to a property. The owner of the entire bundle of rights in a real property has absolute ownership of the fee simple estate. The sale of an income-producing property subject to existing leases that encumber the title is the most prevalent example the sale of a partial interest called the leased fee interest. Adjustments are necessary when the subject property or any of the comparable properties are encumbered by below-market leases, or are not at stabilized occupancy levels. Adjustments are also required if the transaction involves additional rights and restrictions, and additional property, such as personal property.

Financing

The availability of financing affects both the supply of real estate and property values. In most cases, the cost and availability of financing have an inverse relationship; high interest rates and other costs usually are accompanied by a decline in the demand for credit. The adjustment for financing considers the differences in financing terms between the subject property and the comparable sales. The definition of market value requires an opinion of the value of the subject in terms of cash or its equivalent. Adjustments are made for sales financed with terms not readily available to typical buyers. Examples are the assumption of an existing mortgage at a favorable interest rate, interest rate buydowns, installment contracts, wraparound mortgages and seller financing. Where sufficient information exists we convert the transaction price of the comparable sales into a cash equivalent quantity. The adjustment reflects the impact of the different financing arrangement on the comparable sale price.

Conditions of Sale

If a comparable sale reflects unusual situations, we make appropriate adjustments for the motivations of the buyer and the seller, or for atypical conditions of sale. Situations requiring adjustment may include 1031 tax exchanges, assemblies, condemnation, sales between related parties, pending divorce, partnership dissolution and financial problems. For example, a sale price may be below-market if the seller needs cash in a hurry. A financial, business, or family relationship between the parties to a sale may also affect the price. A corporation may record a sale to an affiliate at a non-market price to serve a business interest. A family member may sell property to a relative at a reduced price. Even an arm's-length transaction can reflect atypical motivations due to unusual tax considerations, lack of exposure on the open market, or complex eminent domain proceedings.

SALES COMPARISON APPROACH – Continued

Under normal market conditions sales of real estate owned (REO) by financial institutions, distressed sales, short sales and sales of foreclosures, would ordinarily be considered a forced sale with the seller operating under some degree of duress and not typical of a market sale. The current market is anything but normal. Rather it is saturated by sales suggestive of some kind of impairment. Rather it is saturated by sales suggestive of some kind of impairment.

USPAP does not specifically address which sales should or should not be considered in an appraisal assignment; however, in Frequently Asked Questions Number 129, appended to the 2016-2017 edition, does state that:

> There are many appraisal assignments where, in order to achieve credible results, it is necessary to use "distress" (e.g., REO or Short Sales) properties as comparable sales. However, foreclosure sales, defined by *Black's Law Dictionary* as "the sale of mortgaged property, authorized by a court decree or a power-of-sale clause, to satisfy the debt" are seldom based on market expectations.
>
> When there is a glut of distress sales in the marketplace, and those properties are truly comparable to the subject, it would be misleading not to use them as part (or in some cases all) of the basis for a value conclusion.

The Appraisal Institute offers this guidance:

> In some markets with limited data, the appraiser cannot discard any sales and must use comparable sales with unusual conditions of sale. As an example, suppose the appraiser finds that all the comparable sales were reported to have sold with the sellers under duress to sell because of a high rate of foreclosures. Too much competition or a poorly performing market could cause a similar situation.[6]

The prevalence of distressed sales, short sales and sales are regarded as generally indicative of current market realities, nevertheless, upward adjustments may be necessary where such conditions exist.

Buyer Expenditures

Costs incurred by the buyer immediately after the sale, and anticipated in the negotiation of the purchase price, are properly considered as part of the acquisition price. These may include demolition, correction of deferred maintenance, rezoning costs, demolition and environmental remediation.

Market Conditions (Time)

An adjustment for market conditions may be necessary for sales if price appreciation or depreciation is common in the market, or if other factors such as tax law changes, moratoriums, or fluctuations in supply and demand have influenced values over the time of the sales. Adjustments for market conditions are not always positive; they can be negative especially in time of troubled real estate markets.

[6] *The Appraisal of Real Estate*, 14th ed. p. 411

SALES COMPARISON APPROACH – Continued

Location

Adjustments may be necessary to reflect the differences in value attributable to a property's location or market area. Although comparable properties in the same market area have similar general locational characteristics, property specific variations may exist. The key locational characteristics we considered include access, visibility, supply and demand near the subject, surrounding uses, reputation of the market area and traffic.

Size

Generally smaller parcels tend to sell at higher unit prices than larger factors, all other factors being equal. However, a site that is too small may have limited utility and may be too small to support optimal development. Therefore, in some cases, particularly in urban areas, a larger parcel may command a premium as it may have greater functional utility, increased developmental flexibility, and more potential uses. An assemblage of several smaller lots into one large parcel may therefore have a greater unit price than that of each lot taken individually. In certain instances, a developer may be forced to pay a premium for "plottage" to acquire the land needed to complete an assemblage.

Other Physical Characteristics

To the extent that they affect value, differences are considered in such physical characteristics as topography, the shape of the parcel, frontage and flood plain.

Utilities

All municipal and public service utilities are available and connected to the subject site. Utilities do not automatically enhance property value; whether utilities add value depends on the property's highest and best use.

Zoning

Sites with the same zoning often have the same or similar highest and best use, which makes zoning an important element of comparison. Different government regulations can affect the types and intensities of allowable uses on a site; however, the differences in allowed densities do not affect unit value significantly in the local area under prevailing market conditions.

Economic Characteristics

Economic characteristics include attributes that affect a property's income, such as property taxes. No adjustment is made if the attribute is already reflected in another element of comparison.

A summary of the adjustments is shown in the following. If the comparable is superior to the subject, the indicated unit price is adjusted downward, if the comparable is inferior to the subject, the indicated unit price is adjusted upward, and if the comparable and the subject are similar, no adjustment is needed.

SALES COMPARISON APPROACH – Continued

LAND SALES ADJUSTMENT GRID

Characteristics	Subject	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	Sale 6
Price Per Sq. Ft.	**$6.26**	**$10.57**	**$3.54**	**$4.28**	**$11.95**	**$10.02**	**$4.21**
Property Rights Conveyed	Fee Simple	Similar	Similar	Similar	Similar	Similar	Similar
Adjustment		0	0	0	0	0	0
Financing	Market	Similar	Similar	Similar	Similar	Similar	Similar
Adjustment		0	0	0	0	0	0
Conditions of Sale	Arm's Length	Similar	Similar	Similar	Similar	Similar	Similar
Adjustment		0	0	0	0	0	0
Buyer Expenditures	None	None	None	None	None	None	None
Adjustment		0	0	0	0	0	0
Market Conditions	May-18 (contract) Jun-18 (effective)	Dec-18	Jun-16	Jul-17	May-15	Jan-17	Oct-17
Adjustment		0	0	0	0	0	0
Location		Superior	Similar	Inferior	Superior	Superior	Similar
Adjustment		- -	0	+	- -	- -	0
Physical Characteristics:							
Size (Sq. Ft.)**	438,722	150,427	607,444	457,380	443,675	473,933	217,257
Adjustment		0	0	0	0	0	0
Shape/Configuration	Regular	Functionally Similar	Functionally Similar	Functionally Similar	Functionally Similar	Functionally Similar	Functionally Similar
Adjustment		0	0	0	0	0	0
Topography	Level	Similar	Similar	Similar	Similar	Similar	Similar
Adjustment		0	0	0	0	0	0
Floodplain	Zone X	Similar	Similar	Similar	Similar	Similar	Similar
Adjustment		0	0	0	0	0	0
Utilities	All or Nearby to site	Similar	Similar	Similar	Similar	Similar	Similar
Adjustment		0	0	0	0	0	0
Zoning	B-4/ Office-Industrial	Similar	Similar	Similar	Similar	Similar	Similar
Adjustment		0	0	0	0	0	0
Economic Characteristics:	Cook Tax Rate	Cook	Cook	DuPage	Cook	Cook/6B	Cook
Adjustment		0	0	-	0	-	0
Net Adjustment*		-	0	0	-	-	0
Unit Price Indication		**Less than $10.57**	**+/- $3.54**	**+/- $4.28**	**Less than $11.95**	**Less than $10.02**	**+/- $4.21**

***While a plus or minus on the adjustment grid reflects an adjustment for certain property characteristics, it is not necessarily weighted equally in our overall value conclusion**
****The comparables and subject sites are generally purchased by owner-users and there does not appear to be price variance related to size. As such, no major adjustment was made for this element of adjustment.**

SALES COMPARISON APPROACH – Continued

In analyzing the comparable sales we use the price per-square-foot as the unit of comparison. The comparables were selected based upon their overall similarity to the subject. In some cases, we may have expanded our search parameters to find more comparable data. Prospect Heights has property tax rates that are somewhat higher than most surrounding communities. The subject is also not located in an industrial park but in close proximity to several apartment and condominium developments. Expressway access is also a mile or two away in either direction. After adjustments, the comparable land sales indicate a price range from $4.28 to $11.95 per square foot. The sales that formed the upper range are located south of the subject in the O'Hare submarket and near south submarket in superior industrial market areas with superior access to interstate highways and O'Hare Airport. As such, it is our opinion that the subject would not reach the upper range of the comparables.

In reconciling the value indications derived from the comparable sales into a single value indication, we find that the comparables are enough similar to the subject in size, location and other physical and economic characteristics to produce a reliable opinion of value. We confirmed the accuracy of the data used by crosschecking data sources. Market evidence supports the adjustments and the analysis results in a reasonable range of values.

After adjustments a unit value of $6.00- $6.50 per-square-foot is concluded. A total value indication is calculated by multiplying the unit value by the site area as follows:

438,722 sq. ft. x $6.00- $6.50 per-square-foot = $2,632,332 to $2,851,693

In final analysis, the subject's proposed contract price is reasonably supported and concluded.

LAND VALUE AS IF VACANT (ROUNDED): $2,745,000

FINAL RECONCILIATION AND CONCLUSION

In the reconciliation process each value indication is weighed based on its relative significance, applicability, and defensibility. The approach or approaches that are most appropriate to the purpose of the appraisal are also considered. The accuracy of each approach is evaluated in terms of the appraiser's confidence in the quality, quantity, and reliability of the data utilized in forming conclusions. In this instance, the three traditional approaches provided the following indications of value:

Value Indicators	
Cost Approach	NA
Income Capitalization Approach	NA
Sales Comparison Approach	$2,745,000

There are six techniques for the valuation of land: sales comparison; extraction; allocation; land residual income capitalization; direct capitalization; and subdivision analysis. When an adequate number of similar vacant land sales exist, sales comparison is the preferred technique and the method most often used in the market. We found enough land sales in the subject's immediate vicinity and in competing market areas that are comparable to the subject. The adjustments required are supported by the market. The unit price indicators for the subject are within the range indicated by the market data so that the resulting opinion of value is reliable and indicative of the prevailing market conditions. Because the approach applied is the more applicable method for estimating the subject's value, we rely entirely on the sales comparison approach in our final value estimate of the contributory value subject land. Therefore, in our opinion, the market value of the fee simple interest in the land as if vacant, expressly subject to the Assumptions and Limiting Conditions contained in this report, as of June 8, 2018, is:

TWO MILLION SEVEN HUNDRED FORTY FIVE THOUSAND DOLLARS
($2,745,000)

The opinions of value are predicated upon the subject property being free and clear of environmental contamination and in conformance with all applicable health and safety codes.

The subject has non-exclusive easements primarily at the mid-section of the west site area extending to the rear, and along the mid-section extending the length of the site. The proposed building development would be built-over the easements. This appraisal assumes that the easements do not restrict development. The incorporation of this assumption has dramatic effect on the analysis and conclusion of this appraisal.

ADDENDA

GLOSSARY

GLOSSARY

As is market value- The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.*

Assessed value- The value of a property according to the tax rolls in ad valorem taxation; may be higher or lower than market value, or based on an assessment ratio that is a percentage of market value.*

Capitalization rate (R)- A ratio of one year's net operating income provided by an asset to the value of the asset; used to convert income into value in the application of the income capitalization approach.*

Cash equivalency analysis- An analytical process in which the sale price of a transaction with nonmarket financing or financing with unusual conditions or incentives is converted into a price expressed in terms of cash or its equivalent.*

Condominium- A multiunit structure, or a unit within such a structure, with a condominium form of ownership.*

Contract Rent- The actual rental income specified in a lease.*

Economic life- The period over which improvements to real estate contribute to property value.*

Effective age-The age of property that is based on the amount of observed deterioration and obsolescence it has sustained, which may be different from its chronological age.*

English Basement- In the United States, the lowest floor of a residential building that is partly below, but mostly above, grade; the principal entrance to the building is at the level of the floor above.

Excess Land- Land that is not needed to serve or support the existing use. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately.*

Fee Simple Estate- Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by governmental powers of taxation, eminent domain, police power, and escheat.*

Floor area ratio (FAR)- The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.*

Gross building area (GBA)- 1. Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved. 2. Gross leasable area plus all common areas. 3. For residential space, the total area of all floor levels measured from the exterior of the walls and including the superstructure and substructure basement; typically does not include garage space.*

Gross leasable area (GLA)- Total floor area designed for the occupancy and exclusive use of tenants, including basements and mezzanines; measured from the center of joint partitioning to the outside wall surfaces.*

Gross living area (GLA)- Total area of finished, above-grade residential space; calculated by measuring the outside perimeter of the structure and includes only finished, habitable, above-grade living space. (Finished basements and attic areas are not generally included in total gross living area. Local practices, however, may differ.)*

Ground floor area- The area in a building computed from the exterior dimensions of the ground floor; also called building footprint or plot coverage.

Glossary- Continued

Highest and best use- 1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet area legal permissibility, physical possibility, financial feasibility, and maximum productivity. 2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use of for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS) 3. The highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)*

Insurable value- A type of value for insurance purposes.*

Investment value- 1.The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. 2. The value of an asset to the owner or a prospective owner for individual investment or operational objectives. (IVS)*

Leased Fee Interest- The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.*

Leasehold interest- The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.*

Market Rent- The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of a specified lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs).*

Net rentable area (NRA)- The amount of space rented to individual tenants, excluding common areas such as basements, corridors and stairways.

Physical life- 1.An estimate of how old a building or improvement will be when it is worn out. 2. The total period a building lasts or is expected to last as opposed to its economic life.*

Prospective Opinion of Value- A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.*

Remaining economic life- The estimated period over which existing improvements are expected to contribute economically to a property; an estimate of the number of years remaining in the economic life of a structure or structural components as of the effective date of the appraisal; used in the economic age-life method of estimating depreciation.*

Rentable area- For office or retail buildings, the tenant's pro rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to the areas below. The rentable area of a floor is computed by measuring to the inside finished surface of the dominant portion of the permanent building walls, excluding any major vertical penetrations of the floor. Alternatively, the amount of space on which the rent is based; calculated according to local practice.*

Retrospective value opinion- A value opinion effective as of a specified historical date. The term retrospective does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion".*

Glossary- Continued

Special Flood Hazard Area (SFHA) - The land area covered by the floodwaters of the base flood is the Special Flood Hazard Area (SFHA) on NFIP maps. The SFHA is the area where the National Flood Insurance Program's (NFIP's) floodplain management regulations must be enforced and the area where the mandatory purchase of flood insurance applies. The SFHA includes Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE, and V. (Source: Federal Emergency Management Agency (FEMA)

Surplus Land- Land that is not currently needed to support the existing use but cannot be separated from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel.*

Usable area- 1. For office buildings, the actual occupiable area of a floor or an office space; computed by measuring from the finished surface of the office side of corridor and other permanent walls, to the center of partitions that separate the office from adjoining usable areas, and to the inside finished surface of the dominant portion of the permanent outer building walls. Sometimes called net building area or net floor area. 2. The area that is actually used by the tenants measured from the inside of the exterior walls to the inside of walls separating the space from hallways and common areas.*

Useful life- The period of time over which a structure or a component of a property may reasonably be expected to perform the function for which it was designed.*

Use value- The value of a property assuming a specific use, which may or may not be the property's highest and best use on the effective date of the appraisal. Use value may or may not be equal to market value but is different conceptually.*

Value in exchange- A type of value that reflects the amount that can be obtained for an asset if exchanged between parties. Examples include market value, fair value, liquidation value, and disposition value.*

Value in use- The value of a property assuming a specific use, which may or may not be the property's highest and best use on the effective date of the appraisal. Value in use may or may not be equal to market value but is different conceptually.*

Yield rate (Y) – A rate of return on capital, usually expressed as a compound annual percentage rate. A yield rate considers all expected property benefits, including the proceeds from sale at the termination of the investment.*

* Appraisal Institute. *The Dictionary of Real Estate Appraisal*. 6th ed. Chicago. 2015.

EXHIBITS

REAL ESTATE PURCHASE AND SALES CONTRACT

THIS REAL ESTATE PURCHASE AND SALES CONTRACT (the "**Contract**") is made as this ___ day of May, 2018 (the "**Effective Date**") by and between Conor Commercial Real Estate LLC, a Delaware limited liability company (the "**Buyer**"), and the City of Prospect Heights, an Illinois non-home rule municipal corporation (the "**Seller**"). The Seller and the Buyer are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

AGREEMENT:

1. THE SELLER IS AN ILLINOIS NON-HOME RULE MUNICIPALITY AND THIS CONTRACT IS SUBJECT TO THE APPROVAL OF SELLER'S CITY COUNCIL AND THE PROVISIONS OF ILLINOIS MUNICIPAL CODE, IN PARTICULAR 65 ILCS 5/11-76 *ET SEQ.*

2. SALE. The Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, upon the terms and conditions set forth in this Contract, fee simple title to a parcel of land commonly known as 25 & 35 Piper Lane, Prospect Heights, Illinois 60070, consisting of approximately 10.09 acres, which real property is more thoroughly described on Exhibit A attached hereto and made a part hereof (the "**Land**"); along with all buildings, structures, fixtures, and other improvements located on the Land, including all right, title and interest in Seller in and to adjacent streets, easements and rights-of-way appurtenant to the Land (collectively the "**Improvements**" and together with the Land the "**Property**").

3. PURCHASE PRICE. The purchase price for the purchase of the Property by Buyer is **Two Million, Seven-Hundred and Fifty Thousand and NO/100 dollars ($2,750,000.00)** (the "**Purchase Price**"), subject to adjustments and prorations as set forth herein. At Closing, Buyer shall pay to Seller, in good and available US currency, the Purchase Price. If the gross acreage of the Land is greater or less than 10.09, as determined by the Survey (as hereinafter defined), then the Purchase Price shall be adjusted up or down, accordingly, at the rate of Six and 26/100 Dollars ($6.26) per square foot of land area.

4. EARNEST MONEY DEPOSIT. Within five (5) business days of the Effective Date, acting by and through their respective attorneys, the Parties and the Title Company (as hereinafter defined) shall establish a joint order escrow pursuant to the Title Company's standard Strict Joint Order Escrow Instructions. On the same day the Joint Order Escrow is established, the Buyer shall deposit into the Strict Joint Order Escrow earnest money in the amount of **Fifty Thousand and NO/100 Dollars ($50,000.00)** (the "**Earnest Money**"). In the event the Earnest Money, or any part of it, is placed into an interest-bearing or investment account at the request of the Buyer, all interest or earnings shall accrue and be added to the Earnest Money and credited to the Buyer at Closing, provided that Buyer will be solely responsible for the payment of any investment fee(s) associated with the Earnest Money.

5. CLOSING DATE. The closing (the "**Closing**") of the contemplated purchase and sale of the Property shall take place through a deed and money escrow (the "**Escrow**") within 30 days following the Due Diligence Period. The Closing shall occur at First American Title Insurance Company's (the "**Title Company**") downtown Chicago, Illinois national commercial services offices.

6. DUE DILIGENCE. The Seller shall deliver to the Buyer all of the documents listed on **Exhibit B** (collectively the "**Due Diligence Documents**") which are in Seller's possession within five (5) business days of the Effective Date. If the Seller cannot locate any of the Due Diligence Documents, the Seller shall provide the Buyer written notice of the same. The Buyer shall have the right, at its sole cost and expense, for a period of one hundred twenty (120) days from the Approval Date (as defined in

Section 27) to select and retain environmental and other consultants to examine and inspect the physical condition of the Property and to review the Due Diligence Documents (the **"Due Diligence Period"**).

A. **Access.** During the Due Diligence Period, the Buyer and the Buyer's consultants, contractors and agents shall have full access to all of the Property during normal business hours. Buyer shall email Seller at jwade@prospect-heights.org and dpeterson@prospect-heights.org prior to each time Buyer intends to access the Property. The Buyer shall be allowed to bore holes and remove samples from the Land for testing. The Buyer shall indemnify and hold harmless the Seller from and against any costs or liabilities to the extent caused by Buyer and its agents and representatives in performing said inspection, excluding the mere discovery of any environmental condition or contamination; provided, further, that the foregoing indemnity specifically excludes any incidental, consequential, special, punitive or similarly speculative types of damages, and shall restore the Property to substantially its original condition promptly after each such inspection.

B. **Survival of Indemnification and Hold Harmless.** Notwithstanding, anything to the contrary in this Contract, the indemnification, hold harmless and restoration obligations of Buyer within this Section 6 shall survive termination of the Contract for six (6) months and shall be in addition to and shall not merge into the default remedy(s) listed in Section 18.

C. **Extension of Due Diligence.** Buyer shall have the right to extend the Due Diligence Period by three (3) additional periods of thirty (30) days each in order to complete the entitlement of the Property and to obtain project incentives from the City of Prospect Heights, County of Cook and/or State of Illinois by providing Seller written notice of the same, and in connection with exercise of each such right to extend, depositing an additional Ten Thousand and No/100 Dollars ($10,000.00) (each, a "**Supplemental Earnest Money Deposit**") as "Earnest Money" hereunder prior to the expiration of the then-current Due Diligence Period. The Supplemental Earnest Money Deposit(s) shall be non-refundable to Buyer but shall be applicable against the Purchase Price at Closing.

D. **Obligation to Share Certain Due Diligence Documents.** The Buyer shall immediately provide to the Seller copies of any environmental reports, studies and the like that Buyer obtains about the Property from any consultant, appraiser, engineer or the like. In addition, the Buyer shall provide to the Seller a written log of any invasive testing done on the Property during the Due Diligence Period, to the extent obtained by Buyer. The obligation of Buyer under this Section 6D shall survive termination of the Contract.

7. **BUYER'S OPTION TO TERMINATE CONTRACT.** During the Due Diligence Period, if the Buyer is not satisfied with the condition of the Property for any reason or no reason in the Buyer's sole discretion, then the Buyer shall have the right, upon written notice to the Seller on or prior to the expiration of the Due Diligence Period, to terminate the Contract, in which event the Earnest Money, minus any and all Supplemental Earnest Money Deposits as described in Section 6C, which shall be immediately released to Seller, shall be immediately returned to the Buyer. If notice of the Buyer's election to terminate this Contract is not served within the time specified herein, the provisions of this Section shall be deemed waived by the Buyer and this Contract shall remain in full force and effect and the Earnest Money shall be non-refundable except in the case of default by the Seller.

8. **TITLE INSURANCE**. Within fifteen (15) calendar days of the Approval Date, Seller shall, at its sole cost and expense, obtain a commitment for an owner's title insurance policy issued by the Title Company in the amount of the Purchase Price (the "**Title Commitment**"), together with true, complete and legible copies of all recorded covenants, conditions, easements, restrictions and other title exceptions affecting the Property. The Title Commitment shall contain an agreement by the Title Company that the title insurance policy which will be issued pursuant to the Title Commitment (the "**Title Policy**"). If the Title Commitment or the Survey (defined below) discloses exceptions to title, which are not acceptable to Buyer (the "**Unpermitted Exceptions**"), then the Buyer shall have ten (10) business days from the later of the delivery of the Title Commitment or the Survey to object to the Unpermitted Exceptions by sending to the Seller a letter listing the same (the "**Buyer's Objection Letter**"). If after giving Buyer's Objection Letter to Seller, Buyer receives any amendment or update to the Title Commitment or Survey which shows new Unpermitted Exceptions, Buyer shall have five (5) business days to provide Seller an updated Buyer's Objection Letter. All items on the Title Commitment or the Survey that are not objected to within ten (10) business days from the later of the delivery of the Title Commitment or the Survey, or within five (5) business days from the receipt of any update to the Title Commitment or Survey (the "**Permitted Exceptions**") shall be deemed accepted by Buyer. Seller shall then have ten (10) business days from the date of receipt of the Buyer's Objection Letter to respond ("**Response Notice**") outlining which Unpermitted Exceptions Seller agrees to cure on or before Closing and which Unpermitted Exceptions Seller is not willing to cure on or before Closing. The failure of Seller to deliver a Response Notice shall be deemed Seller's election not to cure the Unpermitted Exceptions. If Buyer is not satisfied with Seller's Response Notice (or lack thereof), then prior to the expiration of the Due Diligence Period, the Buyer, as its sole and exclusive remedy, may elect to either (i) terminate this Contract and receive a refund of the Earnest Money, minus any and all Supplemental Earnest Money Deposits as described in Section 6C, which shall be immediately released to Seller; (ii) extend the period of time for Seller to remedy such Unpermitted Exceptions or defects by no more than thirty (30) days, provided that if Seller cannot remedy such Unpermitted Exceptions or defects within said thirty (30) day period, Buyer may elect to proceed under (i) or (iii) hereunder; or (iii) proceed to Closing with the Parties acknowledging that this Contract is for the sale and purchase of the Property in the condition reflected in the Title Commitment and Survey, with a deduction from the Purchase Price in an amount necessary to discharge any unpermitted liens or encumbrances of a definite or ascertainable amount.

9. <u>**SURVEY**</u>. Within 90 days of the Approval Date, the Buyer shall obtain a certified ALTA/ACSM survey of the Property (the "**Survey**") to be performed by a surveyor, which Survey shall contain such additional "Table A" items as may be required by Buyer. The cost of the Survey shall be credited to the Buyer at Closing.

10. <u>**DEED**</u>. The Seller shall convey to Buyer or its nominee fee simple title to the Property by a recordable special warranty deed (the "**Deed**") subject only to the Permitted Exceptions.

11. <u>**CLOSING DOCUMENTS**</u>. On the date of Closing, the obligations of the Parties shall be as follows:

A. The Seller shall deliver or cause to be delivered to the Title Company or Buyer, as necessary to consummate the Closing:

- **i.** the original executed and properly notarized Deed;
- **ii.** the original executed and properly notarized Affidavit of Title;
- **iii.** the Title Policy;
- **iv.** A quitclaim bill of sale, executed by Seller, for any personal property located at the Property;
- **v.** A non-foreign (FIRPTA) affidavit in a customary and satisfactory form;
- **vi.** counterpart originals of Seller's Closing Statement;
- **vii.** such other standard closing documents or other documentation as required by applicable law or the Title Company to effectuate the transaction

contemplated herein, including, without limitation, an ALTA Statement and GAP Undertaking; and

viii. True and correct copies of all surveys, contracts, or agreements affecting the Property, if any.

B. The Buyer shall deliver or cause to be delivered to the Title Company:

i. the Purchase Price, plus or minus prorations;
ii. counterpart originals of Seller's Closing Statement; and
iii. such standard closing documents or other documentation as required by applicable law or the Title Company to effectuate the transaction contemplated herein.

12. REAL ESTATE TAXES. Seller represents to Buyer that the Property is currently tax-exempt and that there are no real estate taxes outstanding on the Property. As a consequence, the Buyer will not receive any credit for real estate taxes at Closing and shall assume responsibility for all real estate taxes accruing on and after the date of Closing.

13. CLOSING COSTS. At Closing, the Seller shall pay for all title charges and expenses of or relating to the owner's Title Policy and Title Commitment, the recording costs of the Deed and one-half (1/2) of the fees for the Escrow. At Closing, the Buyer shall pay one-half (1/2) of the fees for the Escrow, the premium for a lender's title insurance policy and any endorsements requested by the lender, if any. All other charges and fees shall be paid by the Party customarily responsible for such charges and fees.

14. CONVEYANCE TAXES. The Parties acknowledge that since Seller is a governmental entity, this transaction is exempt from any State, County or local real estate transfer tax. Nevertheless, the Seller shall furnish all real estate transfer declarations as required by State, County and local law.

15. CONDEMNATION. In the event that between the date hereof and the Closing any condemnation or eminent domain proceedings are initiated or threatened which might result in the taking of any part of the Property, Seller shall promptly notify Buyer of same in writing, and then Buyer, at its sole option, may elect to terminate this Contract without costs, obligation or liability on the part of Buyer, in which event all rights and obligations of the Parties shall cease and the Earnest Money, minus any and all Supplemental Earnest Money Deposits as described in Section 6C, which shall be immediately released to Seller, then held shall be promptly refunded to Buyer. In the event Buyer elects not to so terminate this Contract, Seller shall assign to Buyer at Closing all of Seller's title and interest in and to any award pertaining to the Property made in connection with such condemnation or eminent domain proceedings. Buyer shall notify Seller within thirty (30) days after its receipt of written notice of the initiation or threat of such condemnation or eminent domain proceedings whether it elects to exercise its right to terminate this Contract; provided, however, if Buyer timely notifies Seller that it elects not to exercise its right to terminate this Contract, at the election of Buyer, the Closing shall be delayed by thirty (30) days for Buyer to make such election. If Buyer fails to notify Seller of its election within said thirty (30) day period, such failure shall constitute an election to terminate this Contract as aforesaid.

16. COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER. Seller covenants, represents and warrants to the Buyer as to the following matters, each of which is so warranted to be true and correct as of the Effective Date and also on the date of Closing:

A. Title & Survey Matters.

(i) The Seller has good and marketable fee simple title to the Property subject only to the matters disclosed in the Title Commitment and the Survey.

(ii) Except for this Contract and the brokerage contract referenced in Section 19, Seller is not a party to any contract, lease, agreement or commitment to see, convey, lease, assign, transfer or otherwise dispose of any portion or portions of the Property. There is no unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by any person. Seller has enjoyed the continuous and uninterrupted quiet possession, use and operation of the Property without any material complaint or objection by any person.

(iii) Between the date hereof and the Closing, Seller shall not negotiate or enter into any contracts, agreements or leases pertaining to the Property with any party other than Buyer which would survive the Closing and be binding upon Buyer or the Property.

(iv) As of the Closing, there will be no (i) recapture fees due for any infrastructure developed for or on the Property and (ii) monetary liabilities related to the Property for which or to which the Buyer or the Property will be liable or subject, except for non-delinquent liabilities under the Permitted Exceptions.

(v) The Property abuts on at least one side a public street or road in a manner so as to permit reasonable, customary and adequate commercial and non-commercial vehicular and pedestrian ingress, egress and access to each parcel thereof, or has adequate easements across intervening property to permit reasonable, customary and adequate commercial and non-commercial vehicular and pedestrian ingress, egress and access to each parcel thereof from a public street or road. There are no unreasonable restrictions on entrance to or exit from the Property to adjacent public streets and no conditions which will result in the termination of the present access from the Property to existing highways or roads.

B. **Violations of Zoning and Other Laws.** The Seller has received no notice, written or otherwise, from any governmental agency alleging any violations of any statute, ordinance, regulation or code, except as provided as part of the Due Diligence Documents. The Property is in compliance with all applicable private restrictions, ordinances, codes, rules, regulations and other laws, including, without limitation, those relating to zoning, subdivision, health or safety. Seller has not received any notice that any permanent certificate of occupancy or other permit required by applicable governmental or regulatory authorities having jurisdiction over the Property has not been issued, has not been paid for, or is no longer in full force and effect.

C. **Litigation.** Seller is not a party to any litigation, arbitration or administrative proceeding (a) with any person or entity concerning any aspect of the Property or having or claiming any interest in the Property, (b) which affects or questions Seller's title to the Property or Seller's ability to perform its obligation under the Contract, or (c) which otherwise affects or relates to the Property. To the Seller's actual knowledge, there are no pending or threatened matters of litigation, administrative action or examination, claim or demand whatsoever relating to the Property.

D. **Eminent Domain.** There is no pending eminent domain, condemnation or other governmental taking of the Property or any part thereof, and to the actual knowledge and belief of the Seller, there is no threatened eminent domain, condemnation or other governmental taking of the Property or any part thereof. There are no actions which are pending or, to the actual knowledge and belief of the Seller, threatened against the Property or Seller which could reasonably be expected to affect the continued use or possible development of the Property. There exists no unfulfilled obligation on the part of Seller to dedicate or grant an easement or easements over any portion or portions of the Property to any governmental or regulatory authority.

E. **Assessments.** Seller has not received any notice of any special or general assessment or lien affecting the Property. To the Seller's actual knowledge, there are no special or general assessments pending against or affecting the Property.

F. **Authority of Signatories; No Breach of Other Agreements; etc.** The execution, delivery of and performance under this Contract by the Seller is pursuant to authority validly and duly conferred upon the signatories hereto, subject to Section 1 and Section 27. The Contract is, and all other closing documents to be executed and delivered by Seller will be on the Closing, valid and binding obligations of Seller, subject to Section 1 and Section 27.

G. **All Information.** The Seller shall provide all of the Due Diligence Documents and shall not withhold any of the same.

H. **Organization.**

(i) Seller is duly organized and validly existing under the laws of the State of Illinois, and has the full right, power, and authority to sell and convey the Property as provided in this Contract and to carry out Seller's obligations hereunder, without the joinder of any other person or entity, and all requisite action necessary to authorize Seller to enter into this Contract and carry out its obligations hereunder has been or by the Closing will have been taken.

(ii) Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and any applicable regulations promulgated thereunder.

I. **Not a Prohibited Person.** Seller, its City Council, nor any of their respective brokers or other agents acting in any capacity in connection with the transactions contemplated by this Contract is a Prohibited Person (as defined below).

J. **Environmental Conditions.** Seller has provided to the Buyer all information in its possession related to the environmental condition of the Property, including any environmental reports and studies. The staff of the Seller has no knowledge related to the environmental condition of the Property that is not contained within the environmental reports and studies provided to the Buyer.

K. **Insurance.** Sellers have not received, with respect to the Property, any notice from any insurance company, governmental or regulatory authority or any other person of, nor are there any facts or circumstances which could give rise to any condition, defect, or inadequacy affecting the Property that, if not corrected, would result in termination of insurance coverage or materially increase its cost.

For purposes of this Section 16, the Buyer acknowledges that any clause relating to the knowledge or actual knowledge of the Seller shall mean solely the knowledge of the Seller's current Mayor, City Administrator or City Council.

17. <u>COVENANTS, REPRESENTATIONS AND WARRANTIES OF BUYER.</u> Buyer covenants, represents and warrants to the Seller as to the following matters, each of which is so warranted to be true and correct as of the Effective Date and also on the date of Closing:

A. **<u>Duly Organized.</u>** The Buyer is duly organized and capable of entering into and fulfilling this Contract.

B. **<u>No Breach.</u>** Execution and fulfillment of this Contract by the Buyer will not create a breach of or conflict with any other agreement that Buyer is a party to.

C. **<u>Pending and Threatened Litigation.</u>** To the Buyer's best knowledge, no pending or threatened litigation exists which if determined adversely would impact this Contract.

D. **<u>No Representations</u>**. Except as provided in this Contract, the Buyer has not relied on any representation, statement, or warranty of the Seller in connection with this Contract and the acquisition of the Property.

E. **<u>Not a Prohibited Person.</u>** Buyer, Buyer's investors and Buyer's affiliates are not a Prohibited Person (as defined below).

F. **<u>No Money Laundering.</u>** The funds or other assets Buyer will transfer to Seller under this Contract are not the proceeds of specified unlawful activity as defined by 18 U.S.C. § 1956(c)(7)

18. <u>DEFAULT AND CONDITIONS PRECEDENT TO CLOSING</u>.

A. This Contract is conditioned on the following matters (collectively, the "**Conditions Precedent**"):

i. fee simple title to the Property is shown to be good and marketable, subject only to the Permitted Exceptions;

ii. the covenants, representations and warranties of the Seller contained in Section 16 are true and accurate on the date of Closing or waived by Buyer in writing before the date of Closing;

iii. The Seller has received approval for this Contract from the City Council and has complied with the requirements of the Illinois Municipal Code in order to convey title to the property;

iv. At no out-of-pocket cost to Seller or its staff, Seller shall assist Buyer in Buyer's efforts to obtain county and state incentives with respect to the Property including, without limitation, executing any applications and other documentation required in connection with the same and shall have approved an ordinance providing for Class 6B tax incentives for the Property in connection with the development thereof as a new Class A industrial facility, as set forth in Section 25 hereof;

v. Any and all leases encumbering the Property shall have been terminated, and any and all parties in possession of the Property shall have vacated the same.

B. **Seller's Default.** If, before the date of Closing, the Buyer becomes aware of any breach of this Contract by the Seller, and the Buyer has not breached this Contract, then the Buyer's sole and exclusive remedy for such breach shall be either to (1) bring an action for specific performance to enforce the terms of this Contract or (2) terminate this Contract and receive a full refund of the Earnest Money and any interest, minus any and all Supplemental Earnest Money Deposits as described in Section 6C, which shall be immediately released to Seller. Notwithstanding anything here to the contrary, if the Property is transferred to a third party in contravention of this Contract, and the Buyer has not breached this Contract, then the Buyer may seek any rights and/or remedies available to Buyer under applicable law, including receipt of damages from Seller.

C. **Buyer's Default.** If, before the date of Closing, the Seller shall become aware of any breach of this Contract by the Buyer, and Buyer fails to cure such default within ten (10) business days following receipt of written notice from Seller, then Seller's sole remedy shall be to terminate the Contract and retain the Earnest Money as liquidated damages. The Parties acknowledge that Seller's actual damages in the event that any uncured default by Buyer occurs hereunder would be extremely difficult or impracticable to determine. Therefore, the Parties acknowledge that the liquidated damages set forth above have been agreed upon, after negotiation, as the Parties' reasonable estimate of Seller's damages and as Seller's sole and exclusive remedy against Buyer in the event that Buyer defaults under this Contract and fails to cure such default within ten (10) business days following receipt of written notice from Seller.

19. **BINDING EFFECT.** This Contract shall inure to the benefit of and shall be binding upon the managers, members, owners, and/or successors-in-interest of any kind whatsoever of the Parties hereto. The Buyer has the right to assign this Contract to an entity controlled and managed by the Buyer; provided, however, that any assignee of the Buyer shall be jointly and severally liable with the Buyer for all the obligations and responsibilities of the Buyer under this Contract. Should Buyer choose to assign the Contract within the requirements of this Section 18, Buyer must provide written notice to Seller, including a copy the assignment, no later than five (5) business days prior to the Closing.

20. **BROKERAGE.** Both Parties represent and warrant that they have not worked with nor employed any real estate broker, finder or consultant in conjunction with the transaction contemplated herein except for Cornerstone Investment Properties Brokerage ("**Cornerstone**") and Paine Wetzel. Each Party hereby defends, indemnifies and holds the other Party harmless from and against any claims of brokers, finders, consultants and the like for any commission or compensation by or through acts of that Party in connection with this Contract. This Section shall survive the Closing or the termination of this Contract for an indefinite period. The Seller shall pay the commissions of Cornerstone and Paine Wetzel pursuant to a separate agreement between Seller and Cornerstone (the "**Cornerstone Agreement**"). Paine Wetzel, as broker for the Buyer, will be paid pursuant to the terms of the Cornerstone Agreement. Seller will indemnify Buyer from any failure to pay the brokers as specified herein.

21. **NOTICES.** Any and all notices, demands, consents and approvals required under this Contract shall be sent and deemed received: (A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or (B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as FedEx or UPS) for guaranteed next business day delivery, or (C) by email transmission on the day of transmission if sent before 5:00 P.M. on a business day, with the sender retaining a copy of the confirmation of transmission, and if sent after 5:00 P.M. then on the next business day, or (D) by personal delivery on the day of delivery. All notices shall be sent to the Parties as follows:

To Seller:	City of Prospect Heights 8 North Elmhurst Road Prospect Heights, IL 60070 Attn: City Administrator Email: jwade@prospect-heights.org
With a copy to:	Tressler LLP 223 South Wacker Drive, 22nd Floor Chicago, IL 60606 Attn: Kevin Kearney Email: kkearney@tresslerllp.com
To Buyer:	Conor Commercial Real Estate LLC 9500 West Bryn Mawr, Suite 200 Rosemost, IL 60018 Attn: Brian Quigley Email: bquigley@conorcommercial.com
With a copy to:	McDermott Will & Emery LLP 444 West Lake Street, Suite 4000 Chicago, IL 60606 Attn: Ankur Gupta Email: ankurgupta@mwe.com

Either Party hereto may change the name(s) and address(es) of the designee to whom notice shall be sent by giving written notice of such change to the other Party hereto in the same manner as all other notices are required to be delivered hereunder. For the sake of clarification, all notices, demands, consents and approvals may be sent by Buyer's attorney or by Seller's attorney, on Buyer's or Seller's behalf, as applicable, and such notices sent by Buyer's attorney or Seller's attorney, as applicable, shall be effective notices as if sent by Buyer or Seller, as applicable.

22. MISCELLANEOUS.

A. Time is of the Essence. The Parties agree that time is of the essence throughout the term of this Contract and every provision hereof. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

B. Interpretation. This Contract provides for the purchase and sale of property located in the State of Illinois, and is to be performed within the State of Illinois. Accordingly, this Contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.

C. Section Headings. The headings contained in this Contract are for convenience only and shall in no way enlarge or limit the scope or meaning of the various provisions herein.

D. Singular and Plural. Whenever used in this Contract, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

E. **Litigation.** The Parties agree that, for the purpose of any litigation related to this Contract and its enforcement, venue shall be in the State Circuit Court of Cook County, Illinois. Further, the prevailing Party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' and paralegals' fees as a result thereof from the non-prevailing Party.

F. **No Recording.** Buyer may not record this Contract or any memorandum thereof against the Property, and any such recording by shall be deemed to be a default by Buyer hereunder.

G. **Savings Clause.** If any of the provisions of this Contract, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Contract shall not be affected thereby, and every other provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

H. **Counterparts.** This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Electronic or facsimile signatures to this Contract shall be deemed sufficient for execution so long as original signatures are delivered to the other party hereto promptly thereafter.

I. **Buyer is Not Disqualified.** The persons signing this Contract on behalf of the Buyer ("**Buyer's Signatories**") swear and affirm hereby that to their actual knowledge, the Buyer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless: (a) the Buyer is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax; or (b) the Buyer has contracted with the Department of Revenue for the payment of all such taxes that are due and is in compliance with that contract.

J. **Prohibited Person.** As used in this Contract, the term "Prohibited Person" means any of the following: (a) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the "**Executive Order**"); (b) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a person or entity that is named as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") at its official website, http://www.treas.gov/offices/enforcement/ofac; (d) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (e) a person or entity that is affiliated with any person or entity identified in clause (a), (b), (c) and/or (d) above.

K. **Site Plan.** Buyer is purchasing the Property with the intention of developing the Property in accordance with the site plan attached hereto as Exhibit C ("Draft Site Plan"), which Seller acknowledges hereby. The Parties agree to cooperate with each other in good faith to finalize the Draft Site Plan, with the understanding that Seller approval of the Draft Site Plan shall occur after Closing, and may require minor modifications to the Draft Site Plan.

23. **CONTRACT MODIFICATION.** This Contract and the Exhibits attached hereto and made a part hereof embody the entire understanding between the Parties with respect to the Property. This Contract supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal, regarding the Parties and the Property. No extensions, modifications or amendments to this Contract, of any kind whatsoever, shall be made or claimed unless the same is signed by both Parties and dated later than the Effective Date.

24. **EXHIBITS.** The following Exhibits are attached hereto and made a part hereof by reference:

Exhibit A	Legal Description of the Property
Exhibit B	Due Diligence Documents
Exhibit C	Draft Site Plan

25. **NO WAIVER OF TORT IMMUNITY.** Nothing contained in this Contract shall constitute a waiver by the Seller of any right, privilege or defense to which Seller is entitled under statutory or common law, including but not limited to the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq.*

26. **6B APPLICATION.** The Seller will provide to the Buyer a lawful resolution, expressly stating that it supports and consents to the filing of a Class 6B Application and that it finds Class 6B necessary for the contemplated development to occur on the Property (the "**6B Resolution**"). The Seller will provide this 6B Resolution within 60 days of Closing. Prior to Closing, the Seller shall provide to the Buyer a resolution stating that it will approve the 6B Resolution contingent on the Buyer taking title to the Property. This Section will survive Closing for a period of one year. The Seller does not make any representations as to the conditions or facts of the Property for Class 6B eligibility. The Parties recognize that the County shall ultimately determine whether or not the Property shall be awarded Class 6B designation.

27. **APPROVAL DATE.** Pursuant to Section 1, the Seller is a non-home rule unit of local government and, as a consequence, this Contract is subject to the provisions of the Municipal Code, in particular 65 ILCS 5/11-76 *et seq.* After the Effective Date, the Seller shall obtain an appraisal of the Property. If the Purchase Price is less than 80% of the appraised value, then this Contract shall be null and void and the Earnest Money shall be immediately returned to the Buyer. If the Purchase Price is 80% of the appraised value or more, then the Seller shall pass a resolution authorizing the sale of the Property pursuant to this Contract. The date the Seller passes such resolution authorizing the sale of the Property shall be the "**Approval Date**".

* * * *

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* * * *

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the Effective Date.

SELLER:	**BUYER:**
CITY OF PROSPECT HEIGHTS, an Illinois non-home rule municipal corporation	**CONOR COMMERCIAL REAL ESTATE LLC,** a Delaware limited liability company
____________________________ BY: Nicholas J. Helmer, Mayor	____________________________ BY: Daniel P. McShane, Secretary

Exhibit A

Legal Description of the Property

LEGAL DESCRIPTION:

THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 44 MINUTES 37 SECONDS EAST, BEING AN ASSUMED BEARING ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 349.27 FEET TO THE WEST LINE OF THE EAST 989.57 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24, SAID WEST LINE BEING THE WEST LINE OF LOT 2 IN BRIARLAKE RESUBDIVISION RECORDED OCTOBER 20, 1989 AS DOCUMENT NO. 89499649; THENCE NORTH 00 DEGREES 45 MINUTES 34 SECONDS WEST, ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 432.88 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF PIPER LANE AS DEDICATED FOR PUBLIC STREET ACCORDING TO TRUSTEES' DEED RECORDED OCTOBER 8, 1987 AS DOCUMENT NO. 87547388; THENCE NORTHWESTERLY ON SAID SOUTHWESTERLY RIGHT OF WAY LINE OF PIPER LANE AN ARC DISTANCE OF 82.23 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 71.50 FEET WITH A CHORD BEARING OF NORTH 33 DEGREES 55 MINUTES 29 SECONDS WEST AND A CHORD DISTANCE OF 77.78 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 29 SECONDS WEST, ON THE WEST RIGHT OF WAY LINE OF PIPER LANE AS MONUMENTED,95.42 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY 19.02 FEET ON THE ARCE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 13.0 FEET WITH A CHORD BEARING OF NORTH 42 DEGREES 28 MINUTES 14 SECONDS WEST AND A CHORD DISTANCE OF 17.37 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF PIPER LANE AS MONUMENTED AND DEDICATED ACCORDING TO SAID DOCUMENT NO. 87547388; THENCE NORTH 85 DEGREES 00 MINUTES 51 SECONDS WEST, ON SAID SOUTHERLY RIGHT OF WAY LINE OF PIPER LANE, 293.88 FEET TO THE NORTHEAST CORNER OF LOT 1 IN PIPER LANE MINIWAREHOUSE SUBDIVISION RECORDED MARCH 22, 1988 AS DOCUMENT NO. 88117034; THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER 631.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

LOT 1 IN PIPER LANE MINIWAREHOUSE SUBDIVISION, BEING A RE-SUBDIVISION IN THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF SAID LOT 1 LYING WEST OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, SAID NORTHEAST CORNER BEING ALSO THE INTERSECTION OF THE SOUTH LINE OF PIPER LANE AND THE EAST LINE OF THE WEST ½ OF THE NORTHWEST ¼ OF SAID SECTION 24; THENCE NORTH 89°46'43" WEST ALONG THE NORTH LINE OF SAID LOT 1 AND THE SOUTH LINE OF SAID PIPER LANE, 342.30 FEET TO THE POINT OF BEGINNING OF THE AFORESAID EXCEPTION LINE, SAID POINT OF BEGINNING BEING ALSO A CORNER OF SAID LOT 1; THENCE SOUTH 28°4'3" WEST ALONG A WESTERLY LINE OF SAID LOT 1, 72.32 FEET TO A POINT OF CURVE; THENCE CONTINUING

SOUTHERLY ALONG A WESTERLY LINE OF SAID LOT 1 BEING THE ARC OF A CIRCLE, A DISTANCE OF 214.49 FEET, CONVEX TO THE WEST, HAVING A RADIUS OF 250.00 FEET, A CHORD BEARING OF SOUTH 3°29'20" WEST AND A CHORD DISTANCE OF 207.97 FEET TO A POINT OF TANGENCY; THENCE CONTINUING SOUTH 21°5'24" EAST, 55.61 FEET ALONG A WESTERLY LINE OF SAID LOT 1 TO A POINT OF CURVE; THENCE CONTINUING SOUTHERLY ALONG A WESTERLY LINE OF SAID LOT 1 BEING THE ARC OF A CIRCLE, A DISTANCE OF 179.68 FEET, HAVING A RADIUS OF 483.00 FEET, CONVEX TO THE EAST, A CHORD BEARING OF SOUTH 10°25'58" EAST AND A CHORD DISTANCE OF 0°13'28" WEST, 132.15 FEET ALONG A WESTERLY LINE OF SAID LOT 1 AND ITS SOUTHERLY EXTENSION TO A POINT ON THE SOUTH LINE OF SAID LOT 1 AND THE POINT OF ENDING FOR SAID EXCEPTION LINE, IN COOK COUNTY, ILLINOIS.

PIN: 03-24-100-045-0000 & 03-24-101-009-0000
COMMON ADDRESS: 25 & 35 Piper Lane, Prospect Heights, IL 60070

<u>**Exhibit C**</u>

Draft Site Plan

CHICAGO COMMERCIAL
APPRAISAL GROUP

VIA E-MAIL mpeters@tresslerllp.com

June 4, 2018

City of Prospect Heights
8 N. Elmhurst Road
Prospect Heights, Illinois 60070

RE: Appraisal Authorization for:
25-35 Piper Lane
Prospect Heights, Illinois 60070

Dear City of Prospect Heights:

This letter is in response to your request for a proposal to provide professional appraisal services for the land appraisal of the real property located at 25-35 Piper Lane, Prospect Heights, Illinois. The subject is reported to be approximately 10 acres of industrially zoned (PUD) land.

Description of Professional Appraisal Services to be Provided
The purpose of the appraisal is to express our opinion of the market value of the real property as of as of a current date. The opinion of value will be subject to the definition of value, assumptions and limiting conditions, and certifications in the appraisal report. It is our understanding that the appraisal report is to be used to assist in establishing a fair market value for property disposition; its use for any other purpose or valuation date may invalidate the appraisal. (The applicable assumptions and limiting conditions are attached).

With your authorization we will prepare an appraisal for the real property in accordance with the *Uniform Standards of Professional Appraisal Practice (USPAP)* Standards Rule 1, which sets forth the requirements for a real property appraisal. The appraisal will be presented in a narrative appraisal report format, in accordance with *USPAP* Standards Rule 2-2(a). The report will include descriptions of the data, reasoning and analysis used to arrive at the market value conclusion sufficient to enable the client and other intended users to properly understand the appraisal. Value opinions will be provided for 100% ownership interest in the subject's fee simple estate, both as is and prospective when complete.

The appraisal will be of the real property only. Excluded will be any business enterprise value as well as the value of any personal property, trade fixtures, furniture and fixtures, machinery or equipment, or any intangible items or inventory that are not real property.

Fee and Payment Terms
The appraisal fees are exclusive of any potential court testimony and are not contingent upon any pre-determined value. The fee for completing the appraisal is $1,700.

The fee includes a digital copy in *.pdf format. Printed copies may be requested for an additional charge ($35.00 each). Payment is not contingent on the opinions, conclusions or use of any report or analyses. There will be a 3% service charge for payments made with a credit card.

Timing
Work will commence immediately upon receipt of an executed copy of this agreement. It will take approximately 2-2.5 weeks to complete the appraisal from the time that a signed copy of this agreement, the appraisal fee and all necessary information is received.

Information Requested For Professional Appraisal Services
The following documents are requested, to the extent that they are available, in order to perform the appraisal:

- Legal description (if available)
- Plat of Survey (if available)
- A copy of a title report or policy (if available)
- Property tax bill (if available)
- Building plans if available (site plan, structural and mechanical drawings, floor plans)
- Cost (actual or budget) for any recent or planned major repairs, replacements or capital improvements, conversion costs, if any; and schedule of completion
- Any additional documents or information that you want us to consider

Proposal Expiration
This proposal, the fee quote and commitment for services are valid for a period of thirty (30) days from the date of this letter. Should you wish to retain our services after that time, please contact us to re-issue the proposal.

Service Conditions
The services will be provided in accordance with the *Uniform Standards of Professional Appraisal Practice (USPAP)*. Compensation is not contingent in any way on the conclusions of value. The accuracy of all data provided by you will be assumed, without independent verification. All files, work papers or documents developed during the course of the engagement will be retained for at least five years.

Any report or analyses may be used only for the purpose stated herein; any use or reliance for any other purpose, by you or third parties, is invalid. You may disclose any report or analyses in entirety to those third parties who need to review the information contained therein. No reference to the Chicago Commercial Appraisal Group, Ltd., or the report, in whole or in part, in any document you prepare and/or distribute to third parties, may be made without our prior written consent.

You agree to indemnify and hold Chicago Commercial Appraisal Group, Ltd., harmless against and from any losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys' fees, to which the Chicago Commercial Appraisal Group, Ltd., may become subject in connection with this engagement. You will not be liable for our negligence.

The confidentiality of all conversations, documents provided to us, and the contents of the reports, will be maintained, subject to legal or administrative process or proceedings. These conditions can only be modified by written documents executed by both parties.

The applicable assumptions and limiting conditions are attached.

Acknowledgement and Approval
Thank you for the opportunity to provide professional appraisal services. If this letter sufficiently addresses the services you require, please sign below and fax or mail a copy of the authorization agreement back to our office. We look forward to the opportunity to work with you. If you have any questions, please call me at (773) 763-6750.

Sincerely,

Gary Peterson, MAI, MBA
President

ACCEPTED:

Joseph E. Wade City Administrator 6-7-2018
City of Prospect Heights Date

ASSUMPTIONS AND LIMITING CONDITION

ASSUMPTIONS AND LIMITING CONDITIONS

1. By this notice, all persons and firms reviewing, using or relying on this report in any manner bind themselves to accept these assumptions and limiting conditions. Do not use this report if you do not accept these assumptions and limiting conditions. These conditions are a preface to any certification, definition, fact or analysis, and are intended to establish as a matter of record that the appraiser's/consultant's function is to provide an opinion based on the appraiser's/consultant's observations of the subject property and real estate market as of a certain date. As the property and conclusions may be impacted by the passage of time due to various factors including, by way of description and not limitation: physical changes, economic changes and/or market activity, the opinions are considered to be reliable as of the date of the assignment. Subsequent to that date, the appraiser(s)/consultant(s) reserve the right to amend the analysis and/or conclusion in light of such changed conditions. This appraisal/consulting assignment and report are not an engineering, construction, legal or architectural study or survey and expertise in these areas is not implied.

2. The liability of the Chicago Commercial Appraisal Group, its officers, owners, managers, directors, agents, employees, contractors, subcontractors, and associate appraisers/consultants (hereinafter referred to collectively as "CCAG") is limited to the identified client. There is no accountability, obligation, or liability to any third party except if otherwise specifically stated within the report. CCAG's maximum liability relating to services rendered under this assignment (regardless of form of action, whether in contract, negligence or otherwise) shall be limited to the charges paid to CCAG for the portion of its services or work products giving rise to liability. In no event shall CCAG be liable for any consequential, special, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.) even if advised of their possible existence. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraisers/consultants are in no way responsible for any costs incurred to discover or correct any deficiency in the property. In the case of limited partnerships or syndication offerings or stock offerings in real estate, the client agrees that in case of lawsuit (brought by lender, partner, or part owner in any form of ownership, tenant, or any other party), the client will defend and hold Chicago Commercial Appraisal Group, its officers, employees, contractors and associate appraisers/consultants completely harmless. Acceptance of and/or use of this report by the client or any third party is prima facie evidence that the user understands and agrees to these conditions.

3. It is expressly acknowledged that in any action which may be brought against CCAG, arising out of, relating to, or in any way pertaining to this engagement, the appraisal reports, or any estimates or information contained therein, the CCAG shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with gross negligence. It is further acknowledged that the collective liability of the CCAG in any such action shall not exceed the fees paid for the preparation of the appraisal report unless the appraisal was fraudulent or prepared with gross negligence. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.

4. The user/client agrees that any dispute arising from the completion of this assignment shall be settled through mediation and/or arbitration.

ASSUMPTIONS AND LIMITING CONDITIONS – Continued

5. The report is intended to comply with the reporting requirements set forth in the *Uniform Standards of Professional Appraisal Practice (USPAP)* and it may or may not include discussions of the data, reasoning, and analysis used in the process of developing the appraiser's/consultant's opinion. The extent of the discussion and analysis applicable is based on the scope of work and report option outlined in the letter of transmittal and report. In some instances supporting documentation data, reasoning, and analyses is retained in the appraiser's file and/or office. The information contained in the report is specific to the needs of the client and for the intended use stated in the report. The appraiser/consultant is not responsible for unauthorized use of the report.

6. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.

7. The appraisal is valid only for the valuation date indicated and for the purpose stated.

8. No responsibility is assumed for the legal description if provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

9. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated. Responsible ownership and competent property management are assumed.

10. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.

11. Information, estimates and opinions contained in the report and obtained from third party sources are assumed to be reliable and have not been independently verified; no warranty is given for their accuracy.

12. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters.

13. As far as possible, the appraisers/consultants have inspected the property by personal observation. It is not, however, possible to observe conditions beneath the soil or hidden structural components. In this assignment it is assumed that the existing soil has the proper load bearing qualities to support the existing or proposed improvements where they exist or where they are proposed to exist. In this assignment no investigation of the potential for seismic hazard in the subject area was made. In this assignment mechanical components within the improvements were not critically inspected and no representations are made as to these matters unless specifically stated and considered in this report. In this assignment it is assumed that there are no conditions of the property, site, subsoil, or structures, whether latent, patent or concealed, which would render it less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.

14. All engineering studies are assumed to be correct. Any references to physical property characteristics in terms of quality, condition, cost, suitability, soil conditions, flood risk, obsolescence, etc. are strictly related to their economic impact on the property. No liability is assumed for any engineering related issues.

15. Unless specifically stated otherwise within the report, no earthquake compliance report, engineering report, flood zone analysis, hazardous waste, mold or asbestos analysis was made, provided or ordered in conjunction with this assignment. The client is strongly urged to retain qualified experts in these fields, if so desired.

16. We have made no survey of the subject property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct. The plot, sketches and illustrative material in this report are not exact and are included only to help the reader visualize the property and its location. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied.

17. No legal description or survey was furnished to the appraiser/consultant unless specifically stated in this report. Should a survey prove the physical dimensions and acreage of the property used to be inaccurate, it may be necessary for this appraisal to be amended.

18. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

19. Unless otherwise specifically stated in the report, the assignment is based on the following assumptions:

    a. that there is full compliance with all applicable federal, state and local environmental regulations and laws;

    b. that all zoning, building, use regulations and restrictions of all types have been complied with;

    c. that all required licenses, certificates of occupancy, consents, permits, or other documentation required by any relevant legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based; and

    d. that there are no existing judgments or pending or threatened litigation that could affect the value of the property.

20. All reported facts, comments, estimates, opinions and statistical information set forth in this report have been obtained from sources believed to be accurate, reliable and knowledgeable, but no liability is assumed for the content or accuracy of the data furnished by others, including information and representations provided by management.

21. It is assumed that all information known to the client of record relative to the valuation has been accurately furnished and that there are no undisclosed leases, agreements, liens, or other encumbrances affecting the use of the property.

22. All data provided by the client or researched from public records is deemed reliable. If any errors are found that could have a material impact on the conclusion, CCAG reserves the right to recall this report and amend the analysis and/or conclusions.

23. The revenue stamps placed on any deed referenced herein to indicate the sale price are assumed to be in correct relation to the actual dollar amount of the transaction.

24. No liability is assumed for matters of legal character affecting the property, including by way of description and not limitation: title defects, encroachments, liens, overlapping lines.

25. Unless otherwise stated within the report, no title evidence pertaining to easements, leases, reservations or other parties-in-interest was furnished.

26. Any liens or encumbrances that may now exist have been disregarded. In valuation assignments property is appraised as though free of indebtedness and as though no delinquency in payment of general taxes and special assessments exist.

27. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.

28. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property and the person signing the report shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.

29. The appraisers are not building or environmental inspectors. CCAG does not guarantee that the subject property is free of defects or environmental problems. Asbestos containing materials (ACM) and/or mold may or may not be present in the subject property and a professional inspection is recommended.

ASSUMPTIONS AND LIMITING CONDITIONS – Continued

30. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The appraiser's opinion and conclusions are predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. Toxic and/or hazardous substances, if present within a facility, can introduce an actual or potential liability that may adversely affect marketability and value. These affects may be in the form of immediate clean-up expense or future liability of cleanup costs (stigma). No consideration was given to such liability or its potential impact on value. Unless otherwise stated in this report, the appraiser has no knowledge of the existence of hazardous materials on or in the property; however, the appraiser not qualified to detect such substances. The client releases Chicago Commercial Appraisal Group from any and all liability related in any way to environmental matters. The intended user is urged to retain a qualified expert in this field if desired.

31. The *Americans with Disabilities Act (ADA)* became effective January 26, 1992. The appraiser has not made a specific compliance surveyor analysis of the property to determine whether or not it is in conformity with the various detailed requirements of *ADA*. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with *ADA* regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the *ADA* would reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative impact upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of *ADA* was not considered in estimating the value of the property. Before committing funds to any property, it is strongly advised that appropriate experts be employed to ascertain whether the existing improvements, if any, comply with the *ADA*. Should the improvements be found to not comply with the *ADA*, a re-appraisal at an additional cost may be necessary to estimate the effects of such circumstances.

32. The appraiser/ consultant may have reviewed available flood maps and may have noted in the report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property. Unless stated otherwise, the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.

33. The provision of an insurable value estimate by the appraiser does not change the intended user or the intended purpose of the appraisal. The appraiser assumes no liability for the insurable value estimate provided and does not guarantee that any estimate or opinion will result in the subject property being fully insured for any possible loss that may be sustained. The appraiser recommends that an insurance professional be consulted. The insurable value estimate may not be a reliable indication of replacement or reproduction cost for any date other than the effective date of this appraisal due to changing costs of labor and materials and due to changing building codes and governmental regulations and requirements. Unless otherwise stated, the appraiser has no knowledge of the type of coverage and the company policy regarding underwriting and claims for the real property appraised; also, the appraiser has no knowledge of additional local governmental rules and regulations which may prevail. Any insurable value estimate which may be provided reflects current replacement costs as of the effective value date. It is based on replacing each building as a complete unit at one time. No contents, personal property, land value or other site improvements or permits are included unless otherwise stated. The client/ user understands that additional insurance exclusions or additions are a matter of the actual coverage and underwriting criteria specifically defined in writing in the insurance policy or by ancillary agreements or stated expressly by company policy or excluded from coverage by the policy and its riders and endorsements of which the appraiser has no knowledge, and therefore are not considered in this estimate.

34. Any opinions of value provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the opinion of value, unless such proration or division of interests has been set forth in the report.

35. Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.

36. In valuation or consulting assignments, any value assigned to improvements is in proportion to the contribution said improvements make to the value of the property as a whole.

37. Appraisal or consulting assignments involving less than the whole fee simple estate are subject to the following additional limitation: "The value reported for such estates relates to a fractional interest only in the real estate involved and the value of the fractional interest plus the value of all other fractional interests may or may not equal the value of the entire fee simple estate considered as a whole."

38. Appraisal or consulting assignments that relate to geographical portions of a large parcel or tract of real estate are subject to the following additional limitation: "The value reported for such geographical portion relates to such portion only and should not be construed as applying with equal validity to other portions of the larger parcel or tract. The value reported for such geographical portion plus the value of all other geographical portions may or may not equal the value of the entire parcel or tract considered as an entity."

39. Improvements proposed, if any, on or off-site, as well as any repairs required, are considered, for purposes of the appraisal, to be completed in good and workmanlike manner in accordance with the plans, specifications and information submitted to the appraiser.

40. In valuation assignments involving apartments, attempts were made to inspect a representative sample of the total number of units. In these assignments it is assumed that the condition and finish of all units is similar to the condition and finish of the inspected units. If it is determined that units not inspected differ from those inspected units in either condition or finish, the appraiser/consultant reserves the right to recall the appraisal to amend the analysis and/or conclusion.

41. This appraisal is based on the conditions of local and national economies, purchasing power of money, and financing rates prevailing as of the effective date of appraisal.

42. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.

43. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions. We have not been engaged to evaluate the effectiveness of management, and we are not responsible for future marketing efforts and other management actions upon which actual results will depend.

44. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.

45. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.

46. Projections made herein may be forecasts of estimated future operating characteristics and are based on the information and assumptions contained within the appraisal report. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. The user/ client understands that the achievement of the financial projections will be affected by fluctuating economic conditions and are dependent upon the occurrence of other future events that cannot be assured. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material. As projections may be affected by circumstances beyond the current realm of knowledge or control of the appraisers, the appraisers do not warrant that these forecasts will occur. The client agrees to allow the appraiser to revise the conclusion and report in light of these changes. Nevertheless, under the terms of this assignment, we have no obligation to revise this report or analyses to reflect events or conditions which occur subsequent to the date of this report.

47. Assignments prepared based upon provided plans and specifications are based on the assumption that the project is completed in a workmanlike manner in compliance with the plans and specifications. In prospective value assignments, it is understood and agreed that the appraiser/consultant cannot be held responsible for unforeseen events that impact the value or any conclusion presented. The user of the report and client agree that unforeseeable events may alter market conditions prior to completion of the project. The user and client agree the appraiser has the right to amend the report and conclusions in light of the identified changes.

48. Possession of this report, or a copy thereof, does not carry with it the right of publication. No portion of this report may be published or reproduced without the prior written consent of the appraiser/consultant and CCAG.

49. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected, or any reference to the Appraisal Institute or the MAI designation) shall be reproduced or shall be disseminated to the public through advertising, public relations, news, sales, or other media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent and approval of the appraiser.

50. The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.

51. The appraiser, by reason of the appraisal, shall not be required to give testimony as expert witnesses in any legal hearing or before any Court of Law. In stating his conclusions, the writer takes no responsibility for legal matters, questions of survey, or opinion of title. It is understood that in rendering this opinion, the appraisers are not required to give testimony or appear in court without additional compensation and that we are not required to give testimony or appear in court solely on the grounds of having made this opinion. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment. As of the date of this report, the appropriate hourly rates for personnel are as follows:

MAI:	$300
Senior Appraiser:	$175
Appraiser:	$135
Associate/ trainee:	$100

Such fees are subject to change without notice. If we are subpoenaed by another party, our client identified in this report agrees to pay our fees within 30 days (not the party that subpoena's us).

52. In the event that the subject property enters into condemnation proceedings, it is assumed the appraiser/consultant will be given additional time for court preparation.

53. Compensation for appraisal/consulting services is not dependent upon the delivery of the report.

54. In valuation or consulting assignments, the value found by the appraiser/consultant is in no way contingent upon the compensation to be paid or the appraisal services.

55. The assignment is completed in compliance with the *Uniform Standards of Professional Appraisal Practice (USPAP)* and the *Code of Ethics* of the Appraisal Institute.

56. The appraiser/consultant assumes that any purchaser of the property that is the subject of this report is aware that:

    a. an appraisal of the subject property does not serve as a warranty of the condition of the property;

    b. it is the responsibility of the purchaser to examine the property carefully and to take all necessary precautions before signing a purchase contract; and

    c. any estimate for repairs is a non-warranted opinion of the appraiser/consultant unless otherwise stated.

57. All estimates of value are presented as our considered opinion based on the facts and data appearing in the report. We assume no responsibility for changes in market conditions or for the inability of the owner to locate a purchaser at the appraised value.

58. This appraisal report and all of the appraiser's work in connection with the appraisal assignment are subject to the assumptions and limiting conditions and all other terms stated in the report. Any use of the appraisal by any party, regardless of whether such use is authorized or intended by the appraiser, constitutes acceptance of all such assumptions, limiting conditions and terms.

QUALIFICATIONS OF THE APPRAISERS

QUALIFICATIONS OF GARY T. PETERSON, MAI, MBA

EDUCATION

MAI - Member, Appraisal Institute, Member number 10,435.

MBA - Masters in Business Administration with an emphasis towards finance at the University of Nevada, Las Vegas.

BA - Bachelor of Arts degree with majors in Business Administration and Psychology from Augustana College in Rock Island, Illinois.

STATE CERTIFIED GENERAL REAL ESTATE APPRAISER (Illinois License No. 553.000191)

TYPES OF PROPERTIES APPRAISED

Super Regional Shopping Centers	Motels/Hotels	Funeral Homes
Shopping Centers	Industrial Buildings	Bowling Alleys
Automobile Dealerships	Loft Buildings	Schools
Apartment Buildings	Office Buildings	Single Family Homes
Apartment Complexes	Restaurants	Vacant Land
Air Rights	Truck Terminals	Flea Markets
Subdivision Analysis	Warehouses	Animal Hospitals
Golf Courses	Service Stations	Commercial Buildings
Religious Properties	Not for Profits	Self-Storage
Museums	Banks	Not -For-Profit Institutions

EXPERIENCE

INDEPENDENT FEE APPRAISER. Mr. Peterson has served as an independent fee appraiser since 1988. His focus is on commercial real estate in Northern Illinois and the Greater Chicago Metropolitan Area.

Mr. Peterson is a past Chairman of the External Affairs Committee for the Northern Illinois Chapter of the Appraisal Institute. He also actively invests in real estate including multi-family residential units, commercial property and vacant land. He was formerly engaged in business brokerage and as an acquisitions analyst for small and mid-sized companies.

CIVIC AND PERSONAL ACTIVITIES

Mr. Peterson is an avid runner that has completed three marathons and actively competes at many 5k and 10k distances. He is the past President of the Evanston Running Club (120 members) and is a past member of the CARA (Chicago Area Runners Association) Senate. He is also a member of Evanston Lighthouse Rotary Club.

QUALIFICATIONS OF MATTHEW T. KANG

ASSOCIATE REAL ESTATE TRAINEE APPRAISER
Illinois License Number: 557.006393

EDUCATION

Loyola University, Chicago, IL
B.A. in Political Science

APPRAISAL BACKGROUND

Independent Fee Appraiser appraising a wide variety of commercial and industrial properties which focus on commercial real estate in the greater Chicago Metropolitan area and northern Illinois.

APPRAISAL INSTITUTE COURSE WORK:

Course: Standards of Professional Practice Part A
Course: Standards of Professional Practice Part B
Course: Real Estate Appraisal Principles
Course: Non-Residential Report Writing
Course: Residential Case Studies
Course: Appraisal Procedures
Course 310: Basic Income Capitalization
Course 320: General Applications
Course 510: Advanced Sales & Cost Approaches
General Appraiser Market Analysis and Highest & Best Use
General Appraiser Income Approach / Part 1 & 2
General Appraiser Report Writing and Case Studies

APPRAISAL ASSIGNMENTS

Fee Simple　Leased Fee　Value in Use
Tax Assessments　Economic Analysis

TYPES OF PROPERTIES APPRAISED

Industrial Buildings	Apartment Buildings
Industrial Condominiums	Mixed-Use Facilities
Commercial Condominiums	Office Condominiums
Supermarkets	Auto Repair/Service Buildings
Vacant Land	Restaurants
Office Buildings	Banquet Halls
SRO(Single Residential Occupancy)	Shopping Centers/Strip Shopping Centers
Warehouses	Medical Office Buildings

Bank　Condominium Conversion

PRIVACY POLICY

CHICAGO COMMERCIAL APPRAISAL GROUP PRIVACY POLICY

Chicago Commercial Appraisal Group, like all providers of financial services, is now required by law to inform their clients of their policies regarding privacy of client information.

The Federal Trade Commission (FTC) has ruled that appraisers are now considered to be financial institutions. This stems from the statements by FannieMae, FreddieMac, and FHA that appraisers are considered as part of the financial institution for their participation in the lending process.

Licensed/Certified Appraisers have been and continue to be bound by the Uniform Standards of Professional Appraisal Practice, (USPAP) and Ethics Rules which consist of conduct, management, confidentiality, and record keeping sections. These rules and standards are more stringent than those required by law. Therefore, Chicago Commercial Appraisal Group, has always been diligent about protecting information deemed to be private or confident in nature.

Types of Nonpublic Personal Information Collected

Personal information about you and your property is collected during the course of developing the appraisal process. This is generally accomplished with your prior knowledge and approval. Nonpublic information is provided to our agency by you or obtained by us with your authorization. The purpose of the appraisal process is normally to develop a specific value opinion for a client. The specific value opinion is a part of the requirement for the successful completion of a particular real estate financial transaction.

Parties to Whom We Disclose Information

For current and former clients, this agency does not disclose any nonpublic personal information obtained during the course of developing a property's specific value opinion except as required by law or at the direction of the client to assist in the completion of the particular financial transaction. Such nonpublic information may be disclosed to the client and any identified users of the specific appraisal, review, or consultant reporting process. A fiduciary agreement is automatically in effect between our agency and the identified client and intended users per Ethics Rules and the USPAP. In all such situations, it is specifically stated that all confidential information, analyses, conclusions, survey results, adjustments, and opinions be safeguarded by the appraiser.

Record Keeping Requirements

Our agency retains records relating to the professional services that we provide so that we are better able to assist you with your professional needs and to comply with the requirements of the Ethics Rules contained within the USPAP. In order to secure your nonpublic personal information, our agency maintains physical, electronic, and procedural safeguards that comply with our professional standards.

Please call if you have any questions. Your privacy, our professional ethics, and the ability to provide you with a quality product or service are very important to us.

CERTIFICATION OF VALUE

CERTIFICATION

I certify that, to the best of my knowledge and belief.....

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Matthew T. Kang has inspected the property that is the subject of this report. Gary T. Peterson, MAI, MBA has personally inspected the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this report.
- The appraisal assignment was not based upon a requested minimum value, a specific value or the approval of a loan. Employment of the appraiser was not conditioned upon the appraisal producing a specific value or a value within a given range. Neither compensation nor employment was based upon approval of a loan application.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, inconformity with the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Gary T. Peterson, MAI, MBA, has completed the continuing education program for designated members of the Appraisal Institute.

Respectfully submitted,

Matthew T. Kang
Appraiser
Associate Real Estate Trainee Appraiser
Illinois License No. 557.006393
Expiration Date: 09/30/2019

Gary T. Peterson, MAI, MBA
President
State Certified General Real Estate Appraiser
Illinois License No. 553.000191
Expiration Date: 09/30/2019
REVIEWED AND APPROVED

11B/C

To: Mayor Helmer and Members of the City Council

From: Joe Wade, City Administrator Joe Wade

Subject: Ordinance Providing for the Regulation of and Application for Small Wireless Facilities

Date: July 19, 2018

Background

The State legislature recently passed legislation addressing the development and installation of small cell wireless facilities. This legislation allows for municipalities to adopt reasonable ordinance exercising regulatory powers of the location of small cell towers/facilities within municipal rights-of-way. Importantly, these ordinances must be adopted prior to August 1, 2018.

Analysis

The proposed ordinance was crafted by City Attorney Kearney, upon discussion with Director of Building and Development Peterson, and with review of information provided by the Illinois Municipal League.. It addresses small wireless facilities as permitted zoning uses, subject to municipal review and approval. Basic permitting standards such as location, structural integrity, and equipment information must be met. The ordinance also provides the City do deny permit applications on a reasonable and non-arbitrary basis.

Recommendation

Staff recommends the adoption of this ordinance.

Small Wireless Facilities
Frequently Asked Questions (FAQs) June 1, 2018

Public Act 100-0585, the Small Wireless Facilities Deployment Act (the Act), previously known as Senate Bill 1451, specifies how local authorities may regulate the attachment of small wireless facilities. Following is a compilation of frequently asked questions that the Illinois Municipal League (IML) anticipates regarding this Act.

What is a small wireless facility?

A small wireless facility, commonly known as a "small cell," enables the transmission of data and wireless communications to and from a wireless device, such as a computer, cell phone or tablet. The Act states that these small wireless facilities are critical to delivering wireless access to advanced technology, broadband and 9-1-1 services to homes, businesses and schools in Illinois.

What does the Act do?

The Act provides the regulations and process for permitting and deploying small wireless facilities throughout Illinois. It specifies how local authorities may regulate the attachment of small wireless facilities on municipal utility poles or other structures.

What happens if our municipality does not adopt an ordinance or schedule of fees prior to two months after the effective date of the Act?

In the absence of an ordinance or agreement that makes available to wireless providers the rates, fees and terms for the attachment of small wireless facilities on municipal utility poles, wireless providers may attach small wireless facilities and install utility poles on their own accord, provided they comply with the requirements of the Act.

What do we do if we begin to receive applications to attach small wireless facilities on our municipal poles before we have adopted an ordinance or a fee schedule, pursuant to the Act?

Section 15(i)(4) of the Act provides that municipalities have two months following the effective date of the Act to adopt ordinances or provide agreements consistent with the terms of the Act, and thereafter, the terms of the Act will control in the absence of an ordinance or agreement. Permit applications received prior to August 1, 2018, would be acknowledged as received on the earlier of the effective date of the ordinance adopted by the municipality or August 1, 2018.

Our municipality has already adopted the IML Small Cell Antenna/Tower Right-of-Way Siting Ordinance and/or an ordinance establishing standards for the construction of facilities on rights-of-way. What do we do about those ordinances?

The municipality should consider leaving the prior IML Small Cell Antenna/Tower Right-of-Way Siting Ordinance in effect to support any existing installations, and adopting the new Model Small Wireless Facilities Deployment Ordinance for permit applications received after adoption of the new Model Small Wireless Facilities Deployment Ordinance. As to the ordinance establishing standards for the construction of facilities on rights-of-way, municipal officials should thoroughly review the ordinance with retained legal counsel or other qualified attorney and amend as necessary to ensure compliance with the Act.

Does the Act apply to requests for permits to locate on municipal property outside of the right-of-way?

The Act only requires that requests to locate on municipal property outside of the right-of-way be granted in a competitively neutral and non-discriminatory manner. If your municipality does not presently allow telecommunications carriers access to municipal property outside of the right-of-way, it need not do so.

If the community requires other right-of-way users to obtain separate permits for electric and cabling requirements for their use, are wireless providers subject to those separate permitting requirements?

Yes.

Where are the small wireless facilities permitted uses, pursuant to Section 15(c) of the Act?

Small wireless facilities are permitted uses in the right-of-way, and on property zoned exclusively for commercial or industrial use. On other property, zoning provisions apply, as do the Federal Communications Commission shot clock timelines for permitting of telecommunications facilities.

If another authority is running through the municipality, such as a county or state road/street, who has the jurisdiction to control or regulate the small wireless facilities in the right-of-way?

The unit of government that controls the right-of-way has the jurisdiction to regulate the small wireless facilities in that right-of-way.

Who can I contact if I have questions?

If you have any further questions, please feel welcome to contact:

Amelia Finch | Assistant Counsel
Illinois Municipal League
217.525.1220 phone | 217.525.7438 fax
afinch@iml.org

MUNICIPAL OFFICIALS SHOULD REVIEW THIS DOCUMENT WITH RETAINED LEGAL COUNSEL OR OTHER QUALIFIED ATTORNEY.

O-18-27
AN ORDINANCE PROVIDING FOR THE REGULATION OF AND APPLICATION FOR SMALL WIRELESS FACILITIES

WHEREAS, the Illinois General Assembly has recently enacted Public Act 100-0585, known as the Small Wireless Facilities Deployment Act (the Act), which became effective on June 1, 2018; and

WHEREAS, the City of Prospect Heights (the "City") is an Illinois municipality in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, the City is authorized, under existing State and federal law, to enact appropriate regulations and restrictions relative to small wireless facilities, distributed antenna systems and other personal wireless telecommunication facility installations in the public right-of-way as long as it does not conflict with State and federal law; and

WHEREAS, the Act sets forth the requirements for the collocation of small wireless facilities by local authorities.

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

SECTION ONE: The foregoing findings and recitals, and each of them, are hereby adopted as Section 1 of this Ordinance and are incorporated by reference as if set forth verbatim herein.

SECTION TWO: That Title 11, Telecommunications, of the Prospect Heights City Code, as amended, is hereby further amended by creating a new subsection Section 11-12 "Construction and Use for Small Wireless Facilities in Public Rights-of-Way," in the manner and form shown below so that said Section 11-12 shall hereafter read as follows:

11-12-1 PURPOSE AND SCOPE.

(a) Purpose. The purpose of this Ordinance is to establish regulations, standards and procedures for the siting and collocation of small wireless facilities on rights-of-way within the City's jurisdiction, in a manner that is consistent the Act.

(b) Conflicts with Other Ordinances. This Ordinance supersedes all Ordinances or parts of Ordinances adopted prior hereto that are in conflict herewith, to the extent of such conflict.

(c) Conflicts with State and Federal Laws. In the event that applicable federal or State laws or regulations conflict with the requirements of this Ordinance, the wireless provider shall comply with the requirements of this Ordinance to the maximum extent possible without violating federal or State laws or regulations.

11-12-2 DEFINITIONS.

(a) For purposes of this Ordinance, the following terms shall have the following meanings:

(1) Antenna – communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

(2) Applicable codes – uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes, including the National Electric Safety Code.

(3) Applicant – any person who submits an application and is a wireless provider.

(4) Application – a request submitted by an applicant to an authority for a permit to collocate small wireless facilities, and a request that includes the installation of a new utility pole for such collocation, as well as any applicable fee for the review of such application.

(5) Collocate or collocation – to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

(6) Communications service – cable service, as defined in 47 U.S.C. 522(6), as amended; information service, as defined in 47 U.S.C. 153(24), as amended; telecommunications service, as defined in 47 U.S.C. 153(53), as amended; mobile service, as defined in 47 U.S.C. 153(53), as amended; or wireless service other than mobile service.

(7) Communications service provider – a cable operator, as defined in 47 U.S.C. 522(5), as amended; a provider of information service, as defined in 47 U.S.C. 153(24), as amended; a telecommunications carrier, as defined in 47 U.S.C. 153(51), as amended; or a wireless provider.

(8) FCC – the Federal Communications Commission of the United States.

(9) Fee – a one-time charge.

(10) Historic district or historic landmark – a building, property, or site, or group of buildings, properties, or sites that are either (i) listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i through Section VI.D.1.a.v of the Nationwide Programmatic Agreement codified at 47 CFR Part 1, Appendix C; or (ii) designated as a locally landmarked building, property, site, or historic district by an ordinance adopted by the City pursuant to a preservation program that meets the requirements of the Certified Local Government Program of the Illinois State Historic Preservation Office or where

such certification of the preservation program by the Illinois State Historic Preservation Office is pending.

(11) Law – a federal or State statute, common law, code, rule, regulation, order, or local ordinance or resolution.

(12) Micro wireless facility – a small wireless facility that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, no longer than 11 inches.

(13) Municipal utility pole – a utility pole owned or operated by the City in public rights-of-way.

(14) Permit – a written authorization required by the City to perform an action or initiate, continue, or complete a project.

(15) Person – an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization.

(16) Public safety agency – the functional division of the federal government, the State, a unit of local government, or a special purpose district located in whole or in part within this State, that provides or has authority to provide firefighting, police, ambulance, medical, or other emergency services to respond to and manage emergency incidents.

(17) Rate – a recurring charge.

(18) Right-of-way – the area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use. Right-of-way does not include City-owned aerial lines.

(19) Small wireless facility – a wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

(20) Utility pole – a pole or similar structure that is used in whole or in part by a communications service provider or for electric distribution, lighting, traffic control, or a similar function.

(21) Wireless facility – equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include: (i) the structure or improvements on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

(22) Wireless infrastructure provider – any person authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the City.

(23) Wireless provider – a wireless infrastructure provider or a wireless services provider.

(24) Wireless services – any services provided to the general public, including a particular class of customers, and made available on a nondiscriminatory basis using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided using wireless facilities.

(25) Wireless services provider – a person who provides wireless services.

(26) Wireless support structure – a freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. Wireless support structure does not include a utility pole.

11-12-3 SMALL WIRELESS FACILITIES.

(a) Permitted Use. Small wireless facilities shall be classified as permitted uses and subject to administrative review, except as provided in paragraph (9) regarding Height Exceptions or Variances, but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use.

(b) Permit Required. An applicant shall obtain one or more permits from the City to collocate a small wireless facility. An application shall be received and processed, and permits issued shall be subject to the following conditions and requirements:

(1) Application Requirements. A wireless provider shall provide the following information to the City, together with the City's Small Cell Facilities Permit Application, as a condition of any permit application to collocate small wireless facilities on a utility pole or wireless support structure:

a. Site specific structural integrity and, for a municipal utility pole, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;

b. The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;

c. Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;

d. The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;

e. A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and

f. Emergency contact information of the application and installation contractor which shall include at a minimum a cellular phone number, email address and mailing address.

g. Certification that the collocation complies with the Collocation Requirements and Conditions contained herein, to the best of the applicant's knowledge.

(2) Application Process. The City shall process applications as follows:

a. The first completed application shall have priority over applications received by different applicants for collocation on the same utility pole or wireless support structure.

b. An application to collocate a small wireless facility on an existing utility pole or wireless support structure, or replacement of an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis and shall be deemed approved if the City fails to approve or deny the application within 90 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the City in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the City. The receipt of the deemed approved notice shall not preclude the City's denial of the permit request within the time limits as provided under this Ordinance.

c. An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed on a nondiscriminatory basis and deemed approved if the City fails to approve or deny the application within 120 days after the submission of a completed application.

   However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the City in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application.

   The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the City. The receipt of the deemed approved notice shall not preclude the City's denial of the permit request within the time limits as provided under this Ordinance.

d. The City shall deny an application that does not meet the requirements of this Ordinance.

   If the City determines that applicable codes, ordinances or regulations that concern public safety, or the Collocation Requirements and Conditions contained herein require that the utility pole or wireless support structure be replaced before the requested collocation, approval shall be conditioned on the replacement of the utility pole or wireless support structure at the cost of the provider.

   The City shall document the basis for a denial, including the specific code provisions or application conditions on which the denial is based, and send the documentation to the applicant on or before the day the City denies an application.

The applicant may cure the deficiencies identified by the City and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. The City shall approve or deny the revised application within 30 days after the applicant resubmits the application or it is deemed approved. Failure to resubmit the revised application within 30 days of denial shall require the applicant to submit a new application with applicable fees, and recommencement of the City's review period.

The applicant must notify the City in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the revised application.

Any review of a revised application shall be limited to the deficiencies cited in the denial. However, this revised application does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

e. Pole Attachment Agreement. Within 30 days after an approved permit to collocate a small wireless facility on a municipal utility pole, the City and the application shall enter in a Master Pole Attachment Agreement, provided by the City for the initial collocation on a municipal utility pole by the applicant. For subsequent approved permits to collocate on a small wireless facility on a municipal utility pole, the City and the applicant shall enter in a License Supplement of the Master Pole Attachment Agreement. The City Manager, or his designee, is hereby authorized to enter into such an Agreement and License on behalf of the City.

(3) Completeness of Application. Within 30 days after receiving an application, the City shall determine whether the application is complete and notify the applicant. If an application is incomplete, the City must specifically identify the missing information. An application shall be deemed complete if the City fails to provide notification to the applicant within 30 days after all documents, information and fees specifically enumerated in the City's permit application form are submitted by the applicant to the City.

Processing deadlines are tolled from the time the City sends the notice of incompleteness to the time the application provided the missing information.

(4) Tolling. The time period for applications may be further tolled by:

a. An express written agreement by both the applicant and the City; or

b. A local, State or federal disaster declaration or similar emergency that causes the delay.

(5) Consolidated Applications. An applicant seeking to collocate small wireless facilities within the jurisdiction of the City shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure.

If an application includes multiple small wireless facilities, the City may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. The City may issue separate permits for each collocation that is approved in a consolidated application.

(6) Duration of Permits. The duration of a permit shall be for a period of not less than 5 years, and the permit shall be renewed for equivalent durations unless the City makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable City codes or any provision, condition or requirement contained in this Ordinance.

If the Act is repealed as provided in Section 90 therein, renewals of permits shall be subject to the applicable City code provisions or regulations in effect at the time of renewal.

(7) Means of Submitting Applications. Applicants shall submit applications, supporting information, and notices to the City by personal delivery to the City’s Engineering Department, by regular mail postmarked on the date due or by another other commonly used means, including electronic mail or by another method as otherwise required by the City.

(c) Collocation Requirements and Conditions.

(1) Public Safety Space Reservation. The City may reserve space on municipal utility poles for future public safety uses, for the City’s electric utility uses, or both, but a reservation of space may not preclude the collocation of a small wireless facility unless the City reasonably determines that the municipal utility pole cannot accommodate both uses.

(2) Installation and Maintenance. The wireless provider shall install, maintain, repair and modify its small wireless facilities in a safe condition and good repair and in

compliance with the requirements and conditions of this Ordinance. The wireless provider shall ensure that its employees, agents or contracts that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.

(3) No interference with public safety communication frequencies. The wireless provider's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications.

A wireless provider shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment.

Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency.

If a small wireless facility causes such interference, and the wireless provider has been given written notice of the interference by the public safety agency, the wireless provider, at its own expense, shall remedy the interference in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

The City may terminate a permit for a small wireless facility based on such interference if the wireless provider is not in compliance with the Code of Federal Regulations cited in the previous paragraph. Failure to remedy the interference as required herein shall constitute a public nuisance.

(4) The wireless provider shall not collocate small wireless facilities on City utility poles that are part of an electric distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the pole.

However, the antenna and support equipment of the small wireless facility may be located in the communications space on the City utility pole and on the top of the pole, if not otherwise unavailable, if the wireless provider complies with applicable codes for work involving the top of the pole.

For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.

(5) The wireless provider shall comply with all applicable codes and local code provisions or regulations that concern public safety.

(6) The wireless provider shall comply with written design standards that are generally applicable for decorative utility poles, or reasonable stealth, concealment and aesthetic requirements that are set forth in the City's Comprehensive Plan and the City Center Master Plan or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district.

(7) Alternate Placements. Except as provided in this Collocation Requirements and Conditions Section, a wireless provider shall not be required to collocate small wireless facilities on any specific utility pole, or category of utility poles, or be required to collocate multiple antenna systems on a single utility pole. However, with respect to an application for the collocation of a small wireless facility associated with a new utility pole, the City may propose that the small wireless facility be collocated on an existing utility pole or existing wireless support structure within 100 feet of the proposed collocation, which the applicant shall accept if it has the right to use the alternate structure on reasonable terms and conditions, and the alternate location and structure does not impose technical limits or additional material costs as determined by the applicant.

If the applicant refuses a collocation proposed by the City, the applicant shall provide written certification describing the property rights, technical limits or material cost reasons the alternate location does not satisfy the criteria in this paragraph.

(8) Height Limitations. The maximum height of a small wireless facility shall be no more than 10 feet above the utility pole or wireless support structure on which the small wireless facility is collocated.

New or replacement utility poles or wireless support structures on which small wireless facilities are collocated may not exceed the higher of:

a. 10 feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the City, that is located within 300 feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the City, provided the

City may designate which intersecting right-of-way within 300 feet of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or

b. 45 feet above ground level.

(9) Height Exceptions or Variances on Rights-of-way. If an applicant proposes a height for a new or replacement pole, located within the City's right-of-way, in excess of the above height limitations on which the small wireless facility is proposed for collocation, the applicant shall apply for a Variance in the following manner:

a. Request for variance. A applicant requesting a variance from the height limitations of this Section must do so in writing to the City Engineer as a part of the permit application. The request shall identify the variance sought and the reasons why a variance should be granted.

b. Authority to Grant Variances. The City Engineer shall decide whether a variance is authorized based upon variance request on an individual basis.

c. Conditions for granting of variance. The Engineer may authorize a variance only if the applicant requesting the variance has demonstrated that:

i. One or more conditions not under the control of the applicant (such as surrounding structure heights, location and height of existing poles, or an irregular right-of-way) create a special hardship that would make a small cell facility located upon a permitted new or replacement pole substantially ineffective; and

ii. All other designs, methods, materials, locations or facilities that would conform with the provision from which a variance is requested are impracticable in relation to the requested approach; and

d. Additional conditions for granting of a variance. As a condition for authorizing a variance, the City Engineer may require the applicant requesting the variance to meet reasonable standards and conditions that may or may not be expressly contained within this Section.

e. Right to appeal. Any utility aggrieved by any order, requirement, decision or determination, including denial of a variance, made by the City Engineer under the provisions of this Chapter shall have the right to appeal to the City Board, or such other board or commission as it may designate. The application for appeal shall be submitted in writing to the City Clerk within 30 days after the date of such order, requirement, decision or determination. The City Board shall commence its consideration of the appeal at the City Board's next regularly scheduled meeting occurring at least seven days after the filing of the appeal. The City Board shall timely decide the appeal.

(10) Height Exceptions or Variances on Property Outside of Rights-of-way. If an applicant proposes a height for a new or replacement pole, located on property that is not within a Right-of-way located in the City, in excess of the above height limitations on which the small wireless facility is proposed for collocation, the applicant shall apply for a Variation in conformance with procedures, terms and conditions set forth in City's Zoning Ordinance.

(11) Contractual Design Requirements. The wireless provider shall comply with requirements that are imposed by a contract between the City and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.

(12) Ground-mounted Equipment Spacing. The wireless provider shall comply with applicable spacing requirements in applicable codes and ordinances concerning the location of ground-mounted equipment located in the right-of-way if the requirements include a waiver, zoning or other process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances.

(13) Undergrounding Regulations. The wireless provider shall comply with local code provisions or regulations concerning undergrounding requirements that prohibit the installation of new or the modification of existing utility poles in a right-of-way without prior approval if the requirements include a waiver, zoning or other process that addresses requests to install such new utility poles or modify such existing utility poles and do not prohibit the replacement of utility poles.

(14) Collocation Completion Deadline. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless the City and the wireless provider agree to extend this period or a delay is caused by make-ready work for a municipal utility pole or by the lack of commercial power or backhaul availability at the site, provided the wireless provider has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless the City grants an extension in writing to the applicant.

(d) Application Fees. Application fees are imposed as follows:

(1) The applicant shall pay an application fee of $650 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure and $350 for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.

(2) The applicant shall pay an application fee of $1,000 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.

(3) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section shall be accompanied by the required application fee. Application fees shall be non-refundable.

(4) The City shall not require an application, approval, or permit, or require any fees or other charges, from a communications service provider authorized to occupy the rights-of-way, for:

a. routine maintenance;

b. the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if the wireless provider notifies the City at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with subsection 16-17.3(b)(1)(d); or

c. the installation, placement, maintenance, operation, or replacement of micro wireless facilities suspended on cables that are strung between existing utility poles in compliance with applicable safety codes.

(5) Wireless providers shall secure a permit from the City to work within rights-of-way for activities that affect traffic patterns or require lane closures.

(e) Exceptions to Applicability. Nothing in this Ordinance authorizes a person to collocate small wireless facilities on:

(1) property owned by a private party or property owned or controlled by the City or another unit of local government that is not located within rights-of-way, or a privately owned utility pole or wireless support structure without the consent of the property owner;

(2) property owned, leased, or controlled by a park district, forest preserve district, or conservation district for public park, recreation, or conservation purposes

without the consent of the affected district, excluding the placement of facilities on rights-of-way located in an affected district that are under the jurisdiction and control of a different unit of local government as provided by the Illinois Highway Code; or

(3) property owned by a rail carrier registered under Section 18c-7201 of the Illinois Vehicle Code, Metra Commuter Rail or any other public commuter rail service, or an electric utility as defined in Section 16-102 of the Public Utilities Act, without the consent of the rail carrier, public commuter rail service, or electric utility. The provisions of this Ordinance do not apply to an electric or gas public utility or such utility's wireless facilities if the facilities are being used, developed, and maintained consistent with the provisions of subsection (i) of Section 16-108.5 of the Public Utilities Act.

For the purposes of this subsection, "public utility" has the meaning given to that term in Section 3-105 of the Public Utilities Act. Nothing in this Ordinance shall be construed to relieve any person from any requirement (a) to obtain a franchise or a State-issued authorization to offer cable service or video service or (b) to obtain any required permission to install, place, maintain, or operate communications facilities, other than small wireless facilities subject to this Ordinance.

(f) Pre-Existing Agreements. Existing agreements between the City and wireless providers that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on authority utility poles, that are in effect on June 1, 2018, remain in effect for all small wireless facilities collocated on the City's utility poles pursuant to applications submitted to the City before June 1, 2018, subject to applicable termination provisions contained therein. Agreement entered into after June 1, 2018, shall comply with this Ordinance.

A wireless provider that has an existing agreement with the City on the effective date of the Act may accept the rates, fees and terms that the City makes available under this Ordinance for the collocation of small wireless facilities or the installation of new utility poles for the collocation of small wireless facilities that are the subject of an application submitted two or more years after the effective date of the Act by notifying the City that it opts to accept such rates, fees and terms. The existing agreement remains in effect, subject to applicable termination provisions, for the small wireless facilities the wireless provider has collocated on the City's utility poles pursuant to applications submitted to the City before the wireless provider provides such notice and exercises its option under this paragraph.

(g) Annual Recurring Rate. A wireless provider shall pay to the City an annual recurring rate to collocate a small wireless facility on a City utility pole located in a right-of-way that equals (i) $200 per year or (ii) the actual, direct, and reasonable costs related to the wireless provider's use of space on the City utility pole.

If the City has not billed the wireless provider actual and direct costs, the fee shall be $200 payable on the first day after the first annual anniversary of the issuance of the permit or notice of intent to collocate, and on each annual anniversary date thereafter.

(h) Abandonment. A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned. The owner of the facility shall remove the small wireless facility within 90 days after receipt of written notice from the City notifying the wireless provider of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by the City to the owner at the last known address of the wireless provider. If the small wireless facility is not removed within 90 days of such notice, the City may remove or cause the removal of such facility pursuant to the terms of its pole attachment agreement for municipal utility poles or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery.

A wireless provider shall provide written notice to the City if it sells or transfers small wireless facilities within the jurisdiction of the City. Such notice shall include the name and contact information of the new wireless provider.

11-12-4. DISPUTE RESOLUTION.

The Circuit Court of Cook County shall have exclusive jurisdiction to resolve all disputes arising under the Small Wireless Facilities Deployment Act. Pending resolution of a dispute concerning rates for collocation of small wireless facilities on municipal utility poles within the right-of-way, the Village shall allow the collocating person to collocate on its poles at annual rates of no more than $200 per year per municipal utility pole, with rates to be determined upon final resolution of the dispute.

11-12-5. INDEMNIFICATION.

A wireless provider shall indemnify and hold the Village harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the Village improvements or right-of-way associated with such improvements by the wireless provider or its employees, agents, or contractors arising out of the rights and privileges granted under this Ordinance and the Act. A wireless provider has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of the Village or its employees or agents. A wireless provider shall further waive any claims that they may have against the Village with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

11-12-6. INSURANCE.

The wireless provider shall carry, at the wireless provider's own cost and expense, the following insurance: (i) property insurance for its property's replacement cost against all risks; (ii) workers' compensation insurance, as required by law; or (iii) commercial general liability insurance with respect to its activities on the Village improvements or rights-of-way to afford minimum protection limits consistent with its requirements of other users of authority improvements or rights-of-way, including coverage for bodily injury and property damage.

The wireless provider shall include the Village as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of the Village in a commercial general liability policy prior to the collocation of any wireless facility.

A wireless provider may self-insure all or a portion of the insurance coverage and limit requirement required by the Village. A wireless provider that self-insures is not required, to the extent of the self-insurance, to comply with the requirement for the name of additional insureds under this Section. A wireless provider that elects to self-insure shall provide to the Village evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage limits required by the Village.

11-12-7. SEVERABILITY.

If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

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.

PASSED this ___ day of _____________, _____.

AYES:

NAYS:

ABSENT:

APPROVED this ___ day of ______________, 2018.

Nicholas J. Helmer, Mayor

ATTEST:

City Clerk

Published in pamphlet form _________________.

7/23/18 WARRANT LIST

Checks		
General Fund	**$**	**124,223.23**
Motor Fuel Tax Fund		**-**
Palatine/Milwaukee Tax Increment Financing District		**1,325.00**
Tourism District		**1,128.57**
Development Fund		**-**
Drug Enforcement Agency Fund		**2,447.18**
Solid Waste Fund		**-**
Special Service Area #1		**-**
Special Service Area #2		**-**
Special Service Area #3		**-**
Special Service Area #4		**-**
Special Service Area #5		**746.07**
Special Service Area #8 - Levee Wall #37		**-**
Special Service Area-Constr#6(Water Main)		**-**
Special Service Area-Debt#6		**-**
Capital Improvements		**88,672.47**
Road Construction		**-**
Road Construction Debt		**-**
Water Fund		**2,217.42**
Parking Fund		**312.18**
Sanitary Sewer Fund		**2,964.00**
Road/Building Bond Escrow		**4,522.00**
Police Pension		**-**
TOTAL	**$**	**228,558.12**
Wire Payments		
7/20/18 PAYROLL POSTING		**174,129.26**
	$	**421,581.17**

Report Criteria:
Detail report.
Invoices with totals above $0.00 included.
Paid and unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
1212 GROUP	66863	FUEL TANK CLEANING	06/14/2018	01-350-5751	390.00	.00	
Total 1212 GROUP:					390.00	.00	
AARON GLASS	W005135	VEHICLE MAINTENANCE SQUA	07/05/2018	01-350-5020	175.00	.00	
Total AARON GLASS:					175.00	.00	
AFLAC	372062	AFLAC WITHHOLDING	07/10/2018	01-000-2031	201.02	.00	
Total AFLAC:					201.02	.00	
APPLIED CONCEPTS INC	33631	PD EQUIP MAINT	07/03/2018	01-365-5981	2,698.00	.00	
Total APPLIED CONCEPTS INC:					2,698.00	.00	
ARTISTIC ENGRAVING	12038	PD UNIFORM	07/19/2018	01-360-5741	109.41	.00	
Total ARTISTIC ENGRAVING:					109.41	.00	
AT&T LONG DISTANCE	07/04/18	MISC #821126830-0	07/04/2018	01-320-5410	120.74	.00	
Total AT&T LONG DISTANCE:					120.74	.00	
B & H PHOTO VIDEO	144225616	AV EQUIPMENT	06/29/2018	01-310-7020	145.99	.00	
Total B & H PHOTO VIDEO:					145.99	.00	
CHICAGO METRO AGENCY FO	FY2019-076	ANNUAL DUES	07/02/2018	01-310-5310	614.70	.00	
Total CHICAGO METRO AGENCY FOR PLANNING:					614.70	.00	
CHICAGO PARTS AND SOUND,	1-0000489	SQUAD CAR WORK	07/03/2018	01-350-5020	103.50	.00	
CHICAGO PARTS AND SOUND,	1-0000645	SQUAD CAR WORK	07/03/2018	01-350-5020	182.24	.00	
Total CHICAGO PARTS AND SOUND, LLC:					285.74	.00	
COM ED	07/11/18	11 E. CAMP MCDONALD RD	07/11/2018	01-320-5410	37.16	.00	
COM ED	07-11-18	IRIGATION SYSTEM	07/11/2018	13-300-5108	37.22	.00	
COM ED	7/11/18	IRIGATION SYSTEM	07/11/2018	13-300-5108	39.01	.00	
COM ED	7-11-18	218 FAIRWAY CT	07/11/2018	51-300-5410	33.34	.00	
Total COM ED:					146.73	.00	
CONSTELLATION NEWENERGY	06-25-18	8285853	06/25/2018	01-350-5411	452.53	.00	
CONSTELLATION NEWENERGY	12595164701	8285855	07/12/2018	52-300-5410	166.51	.00	
CONSTELLATION NEWENERGY	12595233501	8285848	07/12/2018	52-300-5410	145.67	.00	
CONSTELLATION NEWENERGY	12595233601	8285849	07/12/2018	25-300-5050	176.07	.00	
Total CONSTELLATION NEWENERGY INC.:					940.78	.00	
DE LAGE LANDEN FINANCIAL S	59841753	COPIER	07/07/2018	01-320-5220	751.80	.00	
DE LAGE LANDEN FINANCIAL S	59869803	COPIER	07/07/2018	01-320-5220	1,144.32	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total DE LAGE LANDEN FINANCIAL SERVICES INC:					1,896.12	.00	
DEKIND COMPUTER CONSULT	24655	HARDWARE PACKAGE	07/09/2018	01-320-7020	413.99	.00	
DEKIND COMPUTER CONSULT	24657	PD COMPUTER HARDWARE	07/10/2018	16-500-7020	54.98	.00	
DEKIND COMPUTER CONSULT	24659	PD COMPUTER HARDWARE	07/11/2018	16-500-7020	1,196.10	.00	
DEKIND COMPUTER CONSULT	24665	PD COMPUTER HARDWARE	07/16/2018	16-500-7020	1,196.10	.00	
Total DEKIND COMPUTER CONSULTANTS:					2,861.17	.00	
EL-COR INDUSTRIES INC	103519	VEHICLE MAINTENANCE SUPP	06/15/2018	01-350-5020	18.90	.00	
EL-COR INDUSTRIES INC	103548	VEHICLE MAINTENANCE SUPP	06/21/2018	01-350-5020	17.96	.00	
Total EL-COR INDUSTRIES INC:					36.86	.00	
FIRST IMPRESSION MANAGEM	156744	WINDOW CLEANING	06/25/2018	01-350-5104	94.00	.00	
Total FIRST IMPRESSION MANAGEMENT:					94.00	.00	
FOOD & ALCOHOL SERVICE TR	2018-08	SANITATION INSPECTIONS	07/19/2008	01-340-5100	1,170.00	.00	
Total FOOD & ALCOHOL SERVICE TRAINING INC:					1,170.00	.00	
GEWALT HAMILTON ASSOCIAT	4/22/18	ENGINEERING	05/17/2018	01-340-5111	2,681.50	.00	
GEWALT HAMILTON ASSOCIAT	4/22/18	ENGINEERING	05/17/2018	01-340-5111	600.00	.00	
GEWALT HAMILTON ASSOCIAT	4/22/18	ENGINEERING	05/17/2018	30-550-7050	300.00	.00	
GEWALT HAMILTON ASSOCIAT	4/22/18	ENGINEERING	05/17/2018	12-300-5100	675.00	.00	
GEWALT HAMILTON ASSOCIAT	4/22/18	ENGINEERING	05/17/2018	01-340-5100	15,676.00	.00	
GEWALT HAMILTON ASSOCIAT	4/22/18	ENGINEERING	05/17/2018	53-300-5100	232.00	.00	
GEWALT HAMILTON ASSOCIAT	4/22/18	ENGINEERING	05/17/2018	30-550-7064	375.00	.00	
GEWALT HAMILTON ASSOCIAT	4/22/18	ENGINEERING	05/17/2018	53-300-5100	1,376.00	.00	
GEWALT HAMILTON ASSOCIAT	4/22/18	ENGINEERING	05/17/2018	30-550-7060	2,215.00	.00	
GEWALT HAMILTON ASSOCIAT	4/22/18	ENGINEERING	05/17/2018	30-550-7060	626.00	.00	
GEWALT HAMILTON ASSOCIAT	6/17/18	ENGINEERING	07/13/2018	01-320-5107	847.00	.00	
GEWALT HAMILTON ASSOCIAT	6/17/18	ENGINEERING	07/13/2018	01-320-5105	2,948.00	.00	
GEWALT HAMILTON ASSOCIAT	6/17/18	ENGINEERING	07/13/2018	30-550-7060	77.00	.00	
GEWALT HAMILTON ASSOCIAT	6/17/18	ENGINEERING	07/13/2018	01-320-5105	1,463.00	.00	
GEWALT HAMILTON ASSOCIAT	6/17/18	ENGINEERING	07/13/2018	01-320-5106	1,650.00	.00	
GEWALT HAMILTON ASSOCIAT	6/17/18	ENGINEERING	07/13/2018	53-300-5100	346.00	.00	
GEWALT HAMILTON ASSOCIAT	6/17/18	ENGINEERING	07/13/2018	01-320-5105	154.00	.00	
GEWALT HAMILTON ASSOCIAT	6/17/18	ENGINEERING	07/13/2018	30-550-7060	9,638.50	.00	
GEWALT HAMILTON ASSOCIAT	6/17/18	ENGINEERING	07/13/2018	30-550-7060	1,125.00	.00	
GEWALT HAMILTON ASSOCIAT	6/17/18	ENGINEERING	07/13/2018	30-550-7060	2,439.00	.00	
Total GEWALT HAMILTON ASSOCIATES INC.:					45,444.00	.00	
GRAINGER INC.	9822876281	PW OPERATING SUPPLIES	06/19/2018	01-350-5710	34.95	.00	
Total GRAINGER INC.:					34.95	.00	
ILLINOIS COUNTIES RISK MAN	DED4806877	EMPLOYMENT PRACTICE LIABI	07/02/2018	01-320-5500	2,201.72	.00	
Total ILLINOIS COUNTIES RISK MANAGEMENT TRUST:					2,201.72	.00	
ILLINOIS ENVIRONMENTAL PR	7/1/18 - 6/30/1	ANNUAL NPDES FEE	06/28/2018	01-350-5100	1,000.00	.00	
Total ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:					1,000.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
ILLINOIS TAX INCREMENT ASS	673776	ANNUAL MEMBERSHIP	07/01/2018	12-300-5100	650.00	.00	
Total ILLINOIS TAX INCREMENT ASSOCIATION:					650.00	.00	
ILLINOIS-AMERICAN WATER C	07/02/18	1025-210002055667	07/02/2018	01-320-5410	41.38	.00	
ILLINOIS-AMERICAN WATER C	07/03/18	1025-210002055629	07/03/2018	01-320-5410	292.22	.00	
ILLINOIS-AMERICAN WATER C	7/03/18	1025-220011635316	07/03/2018	13-300-5108	203.05	.00	
ILLINOIS-AMERICAN WATER C	7/05/18	1025-220011635309	07/05/2018	13-300-5108	340.37	.00	
Total ILLINOIS-AMERICAN WATER CO.:					877.02	.00	
JEFFREY L BAUREIS	31	ELECTRICAL INSPECTIONS	07/01/2018	01-340-5100	989.00	.00	
Total JEFFREY L BAUREIS:					989.00	.00	
JG UNIFORMS INC	38837	PD UNIFORMS	07/03/2018	01-360-5741	131.84	.00	
JG UNIFORMS INC	38888	PD UNIFORM	07/03/2018	01-360-5741	33.00	.00	
JG UNIFORMS INC	38933	PD UNIFORMS	07/05/2018	01-360-5741	29.90	.00	
Total JG UNIFORMS INC:					194.74	.00	
JUST TIRES MP INC.	6/19/18	CREDIT MEMO	06/19/2018	01-350-5020	166.50-	.00	
Total JUST TIRES MP INC.:					166.50-	.00	
LANDSCAPE CONCEPTS MANA	146627	LANDSCAPE MAINTENANCE	07/01/2018	13-300-5108	508.92	.00	
Total LANDSCAPE CONCEPTS MANAGEMENT:					508.92	.00	
LEADSONLINE, LLC.	246495	PD TRACKING SYSTEM MEMBE	07/01/2018	01-360-5310	1,758.00	.00	
Total LEADSONLINE, LLC.:					1,758.00	.00	
LUKASZ WSZOLEK	17-450	ROAD BOND REFUND	07/19/2018	72-000-2310	4,022.00	.00	
Total LUKASZ WSZOLEK:					4,022.00	.00	
MAILBOX PLUS	06-7-18	PD SHIPPING	06/07/2018	01-360-5200	38.03	.00	
Total MAILBOX PLUS:					38.03	.00	
MAJOR CASE ASSISTANCE TE	7/6/18	ANNUAL DUES	07/06/2018	01-360-5310	3,000.00	.00	
Total MAJOR CASE ASSISTANCE TEAM:					3,000.00	.00	
MALGORZAJA HRUSWICKI	15-380	ROAD BOND REFUND	07/16/2018	72-000-2310	500.00	.00	
Total MALGORZAJA HRUSWICKI:					500.00	.00	
METROPOLITAN INDUSTRIES I	0000335797	PUMP STATION SERVICE	06/22/2018	25-300-5100	570.00	.00	
Total METROPOLITAN INDUSTRIES INC:					570.00	.00	
MICHAEL PORZYCKI	7/19/18	PHONE REIMBURSEMENT	07/19/2018	01-340-5100	45.53	.00	
Total MICHAEL PORZYCKI:					45.53	.00	
MOTOROLA SOLUTIONS INC.	8280414500	PD EQUIPMENT	07/11/2018	01-360-5611	526.76	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total MOTOROLA SOLUTIONS INC.:					526.76	.00	
MPC COMMUNICATIONS & LIG	18-1207	SQUAD EQUIPMENT	07/06/2018	01-360-5610	275.35	.00	
Total MPC COMMUNICATIONS & LIGHTING INC:					275.35	.00	
NAPA-HEIGHTS AUTOMOTIVE	3563-104494	VEHICLE MAINTENANCE SUPP	06/26/2018	01-350-5020	11.46	.00	
Total NAPA-HEIGHTS AUTOMOTIVE:					11.46	.00	
NICOR GAS	06-25-18	PW 94-82-27-0000 4	06/25/2018	01-320-5410	13.72	.00	
NICOR GAS	6/25/18	PD SRVC 98-65-54-0000 4	06/25/2018	01-320-5410	10.58	.00	
NICOR GAS	6-22-18	20-93-79-2787 7	06/22/2018	01-320-5410	105.23	.00	
NICOR GAS	6-25-18	WTR 70-06-34-0000 9	06/25/2018	51-300-5410	48.98	.00	
Total NICOR GAS:					178.51	.00	
NORTH SHORE SIGN	118367	SIGN MAINTENANCE	07/01/2018	01-320-5100	38.00	.00	
Total NORTH SHORE SIGN:					38.00	.00	
NORTH SUBURBAN EMPLOYEE	7/1/18	DENTAL & VISION INSURANCE	07/01/2018	01-320-4100	181.50	.00	
NORTH SUBURBAN EMPLOYEE	7/1/18	DENTAL & VISION INSURANCE	07/01/2018	01-340-4100	423.00	.00	
NORTH SUBURBAN EMPLOYEE	7/1/18	DENTAL & VISION INSURANCE	07/01/2018	01-360-4100	3,412.00	.00	
NORTH SUBURBAN EMPLOYEE	7/1/18	DENTAL & VISION INSURANCE	07/01/2018	01-350-4100	172.00	.00	
NORTH SUBURBAN EMPLOYEE	7/1/18	DENTAL & VISION INSURANCE	07/01/2018	51-300-4100	61.50	.00	
NORTH SUBURBAN EMPLOYEE	7/1/18	DENTAL & VISION INSURANCE	07/01/2018	01-370-4101	414.00	.00	
Total NORTH SUBURBAN EMPLOYEE BENEFIT COOPERAT:					4,664.00	.00	
NORTHSHORE OMEGA	213139066-07	PHYSICAL EXAM	07/07/2018	01-360-5100	251.00	.00	
Total NORTHSHORE OMEGA:					251.00	.00	
NORTHWEST POLICE ACADEM	7/19/18	PD TRAINING SEMINAR	07/19/2018	01-360-5330	50.00	.00	
NORTHWEST POLICE ACADEM	7/9/18	PD TRAINING SEMINAR	07/09/2018	01-360-5330	30.00	.00	
Total NORTHWEST POLICE ACADEMY:					80.00	.00	
NW CENTRAL DISPATCH SYST	8632	MEMBER ASSESSMENT - AUG	07/01/2018	01-360-5240	21,554.65	.00	
Total NW CENTRAL DISPATCH SYSTEM:					21,554.65	.00	
OMNI YOUTH SERVICES INC.	07/03/18	VOCA GRANT EXPENSE - JUNE	07/03/2018	01-360-5101	6,673.67	.00	
Total OMNI YOUTH SERVICES INC.:					6,673.67	.00	
PETTY CASH CH	7/18/18	OFFICE SUPPLIES	07/18/2018	01-320-5700	79.66	.00	
PETTY CASH CH	7/18/18	SUPPLIES	07/18/2018	01-320-5700	28.05	.00	
PETTY CASH CH	7/18/18	NWBO MEETING	07/18/2018	01-340-5700	40.00	.00	
PETTY CASH CH	7/18/18	SUPPLIES	07/18/2018	01-320-5700	39.99	.00	
PETTY CASH CH	7/18/18	SUPPLIES	07/18/2018	01-320-5700	10.77	.00	
PETTY CASH CH	7/18/18	SUPPLIES	07/18/2018	01-350-5700	46.98	.00	
PETTY CASH CH	7/18/18	POSTAGE	07/18/2018	01-340-5700	13.39	.00	
PETTY CASH CH	7/18/18	SUPPLIES	07/18/2018	01-350-5700	79.98	.00	
PETTY CASH CH	7/18/18	POSTAGE	07/18/2018	01-340-5700	7.25	.00	
PETTY CASH CH	7/18/18	PRINTING	07/18/2018	01-340-5221	7.14	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
PETTY CASH CH	7/18/18	SCANS	07/18/2018	01-340-5221	28.56	.00	
PETTY CASH CH	7/18/18	SUPPLIES	07/18/2018	01-320-5700	6.58	.00	
PETTY CASH CH	7/18/18	NW COCA	07/18/2018	01-340-5700	15.00	.00	
PETTY CASH CH	7/18/18	PHOTOS	07/18/2018	01-320-5700	9.78	.00	
PETTY CASH CH	7/18/18	SUPPLIES	07/18/2018	01-340-5700	8.78	.00	
PETTY CASH CH	7/18/18	PHOTOS	07/18/2018	01-320-5700	12.34	.00	
PETTY CASH CH	7/18/18	PHOTOS	07/18/2018	01-320-5700	11.17	.00	
PETTY CASH CH	7/18/18	NW COCA	07/18/2018	01-340-5700	35.00	.00	
Total PETTY CASH CH:					480.42	.00	
PRO DATA PAYROLL SERVICE	401038	PAYROLL PROCESSING	07/03/2018	01-322-5540	180.25	.00	
Total PRO DATA PAYROLL SERVICES INC.:					180.25	.00	
QUILL CORPORATION	8461177	PD OFFICE SUPPLIES	07/11/2018	01-360-5700	91.96	.00	
Total QUILL CORPORATION:					91.96	.00	
RACEWAY CAR WASH	106	PD SQUAD EXPENSE	07/03/2018	01-360-5321	102.00	.00	
Total RACEWAY CAR WASH:					102.00	.00	
RAY O'HERRON CO INC	1837242-IN	PD UNIFORMS	07/16/2018	01-360-5741	131.84	.00	
Total RAY O'HERRON CO INC:					131.84	.00	
RICHARD TIBBITS	7/16/18	AV EQUIPMENT REIMBURSEM	07/16/2018	01-310-7020	527.52	.00	
Total RICHARD TIBBITS:					527.52	.00	
S D ENTERPRISES INC	07/12/18	SANITARY SEWER INSPECTIO	07/12/2018	53-300-5100	1,010.00	.00	
Total S D ENTERPRISES INC:					1,010.00	.00	
SENSUS USA INC.	ZA18009670	SOFTWARE SUPPORT	07/10/2018	51-300-5100	1,715.95	.00	
Total SENSUS USA INC.:					1,715.95	.00	
T.O.P.S. IN DOG TRAINING COR	19985	K-9 TRAINING	07/01/2018	01-360-5100	572.00	.00	
Total T.O.P.S. IN DOG TRAINING CORP.:					572.00	.00	
TERRI PASOWICZ	07/13/18	REFUND OF LATE FEE FOR VE	07/13/2018	01-120-3300	72.00	.00	
Total TERRI PASOWICZ:					72.00	.00	
THE MULCH CENTER	40762	SCREENED TOPSOIL	06/15/2018	01-350-5650	202.50	.00	
Total THE MULCH CENTER:					202.50	.00	
TONYS FINER FOODS ENTERP	07/09/18	SALES TAX INCENTIVE - APRIL-	07/09/2018	01-380-5975	41,729.34	.00	
Total TONYS FINER FOODS ENTERPRISES INC:					41,729.34	.00	
TRUGREEN PROCESSING CEN	85543664	LAWN SERVICE	07/03/2018	01-350-5103	41.00	.00	
TRUGREEN PROCESSING CEN	85549297	LAWN SERVICE	07/03/2018	01-350-5103	92.25	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total TRUGREEN PROCESSING CENTER:					133.25	.00	
UNIFIRST CORPORATION	0811300682	PW UNIFORMS	06/29/2018	01-350-5104	98.70	.00	
UNIFIRST CORPORATION	0811302458	PW UNIFORMS	07/06/2018	01-350-5104	98.70	.00	
Total UNIFIRST CORPORATION:					197.40	.00	
VCG UNIFORM	21228	PD UNIFORM	07/06/2018	01-360-5741	202.75	.00	
Total VCG UNIFORM:					202.75	.00	
VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	01-320-5410	62.16	.00	
VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	01-320-5410	36.01	.00	
VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	01-360-5410	63.33	.00	
VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	01-360-5410	55.80	.00	
VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	01-320-5410	36.01	.00	
VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	01-360-5410	55.80	.00	
VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	01-360-5410	55.80	.00	
VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	01-360-5410	55.80	.00	
VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	01-360-5410	55.80	.00	
VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	51-300-5410	55.80	.00	
VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	01-350-5410	55.80	.00	
VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	01-350-5410	55.80	.00	
VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	01-350-5410	55.80	.00	
VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	01-350-5410	55.80	.00	
VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	01-350-5410	55.80	.00	
VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	01-360-5410	55.80	.00	
VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	01-360-5410	55.80	.00	
VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	01-360-5410	55.80	.00	
Total VERIZON WIRELESS:					978.71	.00	
VILLAGE OF MOUNT PROSPEC	7/15/18	3288-001	07/15/2018	51-300-5412	301.85	.00	
Total VILLAGE OF MOUNT PROSPECT:					301.85	.00	
VILLAGE OF MT. PROSPECT	07/16/18	SEMINOLE PAVING/ OLD WILLO	07/16/2018	30-550-7050	71,876.97	.00	
Total VILLAGE OF MT. PROSPECT:					71,876.97	.00	
WAREHOUSE DIRECT OFFICE	3956784-0	OFFICE SUPPLIES	07/09/2018	01-320-5700	14.49	.00	
WAREHOUSE DIRECT OFFICE	3960800-0	OFFICE SUPPLIES	07/12/2018	01-320-5700	13.85	.00	
Total WAREHOUSE DIRECT OFFICE PROD INC.:					28.34	.00	
WILLIAM JOHNSON	7/17/18	VEHICLE STICKER REFUND	07/17/2018	01-380-5970	216.00	.00	
Total WILLIAM JOHNSON:					216.00	.00	
Grand Totals:					228,558.12	.00	

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

Dated: ____

Mayor: ____

City Council: ____

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City Recorder: ____

Report Criteria:

Detail report.

Invoices with totals above $0.00 included.

Paid and unpaid invoices included.

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND							
01-000-2031 WITHHOLDING - Q AFLA	AFLAC	372062	AFLAC WITHHOLDING	07/10/2018	201.02	.00	
Total :					201.02	.00	
LICENSES & FEES							
01-120-3300 VEHICLE STICKERS	TERRI PASOWICZ	07/13/18	REFUND OF LATE FEE FOR VE	07/13/2018	72.00	.00	
Total LICENSES & FEES:					72.00	.00	
CITY COUNCIL & BOARDS							
01-310-5310 MEMBERSHIPS	CHICAGO METRO AGENCY FO	FY2019-076	ANNUAL DUES	07/02/2018	614.70	.00	
01-310-7020 EQUIPMENT	B & H PHOTO VIDEO	144225616	AV EQUIPMENT	06/29/2018	145.99	.00	
01-310-7020 EQUIPMENT	RICHARD TIBBITS	7/16/18	AV EQUIPMENT REIMBURSEM	07/16/2018	527.52	.00	
Total CITY COUNCIL & BOARDS:					1,288.21	.00	
ADMINISTRATION							
01-320-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	7/1/18	DENTAL & VISION INSURANCE	07/01/2018	181.50	.00	
01-320-5100 PROFESSIONAL SERVIC	NORTH SHORE SIGN	118367	SIGN MAINTENANCE	07/01/2018	38.00	.00	
01-320-5105 PROFESSIONAL FEES -	GEWALT HAMILTON ASSOCIAT	6/17/18	ENGINEERING	07/13/2018	2,948.00	.00	
01-320-5105 PROFESSIONAL FEES -	GEWALT HAMILTON ASSOCIAT	6/17/18	ENGINEERING	07/13/2018	1,463.00	.00	
01-320-5105 PROFESSIONAL FEES -	GEWALT HAMILTON ASSOCIAT	6/17/18	ENGINEERING	07/13/2018	154.00	.00	
01-320-5106 PROFESSIONAL FEES -	GEWALT HAMILTON ASSOCIAT	6/17/18	ENGINEERING	07/13/2018	1,650.00	.00	
01-320-5107 PROFESSIONAL FEES -	GEWALT HAMILTON ASSOCIAT	6/17/18	ENGINEERING	07/13/2018	847.00	.00	
01-320-5220 PHOTOCOPY	DE LAGE LANDEN FINANCIAL S	59841753	COPIER	07/07/2018	751.80	.00	
01-320-5220 PHOTOCOPY	DE LAGE LANDEN FINANCIAL S	59869803	COPIER	07/07/2018	1,144.32	.00	
01-320-5410 UTILITIES	AT&T LONG DISTANCE	07/04/18	MISC #821126830-0	07/04/2018	120.74	.00	
01-320-5410 UTILITIES	COM ED	07/11/18	11 E. CAMP MCDONALD RD	07/11/2018	37.16	.00	
01-320-5410 UTILITIES	ILLINOIS-AMERICAN WATER C	07/02/18	1025-210002055667	07/02/2018	41.38	.00	
01-320-5410 UTILITIES	ILLINOIS-AMERICAN WATER C	07/03/18	1025-210002055629	07/03/2018	292.22	.00	
01-320-5410 UTILITIES	NICOR GAS	06-25-18	PW 94-82-27-0000 4	06/25/2018	13.72	.00	
01-320-5410 UTILITIES	NICOR GAS	6/25/18	PD SRVC 98-65-54-0000 4	06/25/2018	10.58	.00	
01-320-5410 UTILITIES	NICOR GAS	6-22-18	20-93-79-2787 7	06/22/2018	105.23	.00	
01-320-5410 UTILITIES	VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	62.16	.00	
01-320-5410 UTILITIES	VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	36.01	.00	
01-320-5410 UTILITIES	VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	36.01	.00	
01-320-5500 LIABILITY INSURANCE	ILLINOIS COUNTIES RISK MAN	DED4806877	EMPLOYMENT PRACTICE LIABI	07/02/2018	2,201.72	.00	
01-320-5700 OFFICE SUPPLIES	PETTY CASH CH	7/18/18	OFFICE SUPPLIES	07/18/2018	79.66	.00	
01-320-5700 OFFICE SUPPLIES	PETTY CASH CH	7/18/18	SUPPLIES	07/18/2018	28.05	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-320-5700 OFFICE SUPPLIES	PETTY CASH CH	7/18/18	SUPPLIES	07/18/2018	39.99	.00	
01-320-5700 OFFICE SUPPLIES	PETTY CASH CH	7/18/18	SUPPLIES	07/18/2018	10.77	.00	
01-320-5700 OFFICE SUPPLIES	PETTY CASH CH	7/18/18	SUPPLIES	07/18/2018	6.58	.00	
01-320-5700 OFFICE SUPPLIES	PETTY CASH CH	7/18/18	PHOTOS	07/18/2018	9.78	.00	
01-320-5700 OFFICE SUPPLIES	PETTY CASH CH	7/18/18	PHOTOS	07/18/2018	12.34	.00	
01-320-5700 OFFICE SUPPLIES	PETTY CASH CH	7/18/18	PHOTOS	07/18/2018	11.17	.00	
01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	3956784-0	OFFICE SUPPLIES	07/09/2018	14.49	.00	
01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	3960800-0	OFFICE SUPPLIES	07/12/2018	13.85	.00	
01-320-7020 EQUIPMENT	DEKIND COMPUTER CONSULT	24655	HARDWARE PACKAGE	07/09/2018	413.99	.00	
Total ADMINISTRATION:					12,775.22	.00	
FINANCE							
01-322-5540 PAYROLL SERVICE FEE	PRO DATA PAYROLL SERVICE	401038	PAYROLL PROCESSING	07/03/2018	180.25	.00	
Total FINANCE:					180.25	.00	
BUILDING DEPARTMENT							
01-340-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	7/1/18	DENTAL & VISION INSURANCE	07/01/2018	423.00	.00	
01-340-5100 PROFESSIONAL SERVIC	FOOD & ALCOHOL SERVICE TR	2018-08	SANITATION INSPECTIONS	07/19/2008	1,170.00	.00	
01-340-5100 PROFESSIONAL SERVIC	GEWALT HAMILTON ASSOCIAT	4/22/18	ENGINEERING	05/17/2018	15,676.00	.00	
01-340-5100 PROFESSIONAL SERVIC	JEFFREY L BAUREIS	31	ELECTRICAL INSPECTIONS	07/01/2018	989.00	.00	
01-340-5100 PROFESSIONAL SERVIC	MICHAEL PORZYCKI	7/19/18	PHONE REIMBURSEMENT	07/19/2018	45.53	.00	
01-340-5111 BILLABLE ENGINEERING	GEWALT HAMILTON ASSOCIAT	4/22/18	ENGINEERING	05/17/2018	2,681.50	.00	
01-340-5111 BILLABLE ENGINEERING	GEWALT HAMILTON ASSOCIAT	4/22/18	ENGINEERING	05/17/2018	600.00	.00	
01-340-5221 PRINTING	PETTY CASH CH	7/18/18	PRINTING	07/18/2018	7.14	.00	
01-340-5221 PRINTING	PETTY CASH CH	7/18/18	SCANS	07/18/2018	28.56	.00	
01-340-5700 OFFICE SUPPLIES	PETTY CASH CH	7/18/18	NWBO MEETING	07/18/2018	40.00	.00	
01-340-5700 OFFICE SUPPLIES	PETTY CASH CH	7/18/18	POSTAGE	07/18/2018	13.39	.00	
01-340-5700 OFFICE SUPPLIES	PETTY CASH CH	7/18/18	POSTAGE	07/18/2018	7.25	.00	
01-340-5700 OFFICE SUPPLIES	PETTY CASH CH	7/18/18	NW COCA	07/18/2018	15.00	.00	
01-340-5700 OFFICE SUPPLIES	PETTY CASH CH	7/18/18	SUPPLIES	07/18/2018	8.78	.00	
01-340-5700 OFFICE SUPPLIES	PETTY CASH CH	7/18/18	NW COCA	07/18/2018	35.00	.00	
Total BUILDING DEPARTMENT:					21,740.15	.00	
PUBLIC WORKS							
01-350-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	7/1/18	DENTAL & VISION INSURANCE	07/01/2018	172.00	.00	
01-350-5020 VEHICLE MAINTENANCE	AARON GLASS	W005135	VEHICLE MAINTENANCE SQUA	07/05/2018	175.00	.00	
01-350-5020 VEHICLE MAINTENANCE	CHICAGO PARTS AND SOUND,	1-0000489	SQUAD CAR WORK	07/03/2018	103.50	.00	
01-350-5020 VEHICLE MAINTENANCE	CHICAGO PARTS AND SOUND,	1-0000645	SQUAD CAR WORK	07/03/2018	182.24	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-350-5020 VEHICLE MAINTENANCE	EL-COR INDUSTRIES INC	103519	VEHICLE MAINTENANCE SUPP	06/15/2018	18.90	.00	
01-350-5020 VEHICLE MAINTENANCE	EL-COR INDUSTRIES INC	103548	VEHICLE MAINTENANCE SUPP	06/21/2018	17.96	.00	
01-350-5020 VEHICLE MAINTENANCE	JUST TIRES MP INC.	6/19/18	CREDIT MEMO	06/19/2018	166.50-	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA-HEIGHTS AUTOMOTIVE	3563-104494	VEHICLE MAINTENANCE SUPP	06/26/2018	11.46	.00	
01-350-5100 PROFESSIONAL SERVIC	ILLINOIS ENVIRONMENTAL PR	7/1/18 - 6/30/1	ANNUAL NPDES FEE	06/28/2018	1,000.00	.00	
01-350-5103 PROF SERVICES - FORE	TRUGREEN PROCESSING CEN	85543664	LAWN SERVICE	07/03/2018	41.00	.00	
01-350-5103 PROF SERVICES - FORE	TRUGREEN PROCESSING CEN	85549297	LAWN SERVICE	07/03/2018	92.25	.00	
01-350-5104 PROF SERVICES - BUILD	FIRST IMPRESSION MANAGEM	156744	WINDOW CLEANING	06/25/2018	94.00	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	0811300682	PW UNIFORMS	06/29/2018	98.70	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	0811302458	PW UNIFORMS	07/06/2018	98.70	.00	
01-350-5410 UTILITIES	VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	55.80	.00	
01-350-5410 UTILITIES	VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	55.80	.00	
01-350-5410 UTILITIES	VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	55.80	.00	
01-350-5410 UTILITIES	VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	55.80	.00	
01-350-5410 UTILITIES	VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	55.80	.00	
01-350-5411 WATER AND ELECTRIC	CONSTELLATION NEWENERGY	06-25-18	8285853	06/25/2018	452.53	.00	
01-350-5650 LANDSCAPE SUPPLIES	THE MULCH CENTER	40762	SCREENED TOPSOIL	06/15/2018	202.50	.00	
01-350-5700 OFFICE SUPPLIES	PETTY CASH CH	7/18/18	SUPPLIES	07/18/2018	46.98	.00	
01-350-5700 OFFICE SUPPLIES	PETTY CASH CH	7/18/18	SUPPLIES	07/18/2018	79.98	.00	
01-350-5710 OPERATING SUPPLIES	GRAINGER INC.	9822876281	PW OPERATING SUPPLIES	06/19/2018	34.95	.00	
01-350-5751 GASOLINE	1212 GROUP	66863	FUEL TANK CLEANING	06/14/2018	390.00	.00	
Total PUBLIC WORKS:					3,425.15	.00	
PUBLIC SAFETY							
01-360-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	7/1/18	DENTAL & VISION INSURANCE	07/01/2018	3,412.00	.00	
01-360-5100 PROFESSIONAL SERVIC	NORTHSHORE OMEGA	213139066-07	PHYSICAL EXAM	07/07/2018	251.00	.00	
01-360-5100 PROFESSIONAL SERVIC	T.O.P.S. IN DOG TRAINING COR	19985	K-9 TRAINING	07/01/2018	572.00	.00	
01-360-5101 PROFESSIONAL FEES -	OMNI YOUTH SERVICES INC.	07/03/18	VOCA GRANT EXPENSE - JUNE	07/03/2018	6,673.67	.00	
01-360-5200 POSTAGE	MAILBOX PLUS	06-7-18	PD SHIPPING	06/07/2018	38.03	.00	
01-360-5240 NORTHWEST CENTRAL	NW CENTRAL DISPATCH SYST	8632	MEMBER ASSESSMENT - AUG	07/01/2018	21,554.65	.00	
01-360-5310 MEMBERSHIPS	LEADSONLINE, LLC.	246495	PD TRACKING SYSTEM MEMBE	07/01/2018	1,758.00	.00	
01-360-5310 MEMBERSHIPS	MAJOR CASE ASSISTANCE TE	7/6/18	ANNUAL DUES	07/06/2018	3,000.00	.00	
01-360-5321 AUTO EXPENSE	RACEWAY CAR WASH	106	PD SQUAD EXPENSE	07/03/2018	102.00	.00	
01-360-5330 TRAINING	NORTHWEST POLICE ACADEM	7/19/18	PD TRAINING SEMINAR	07/19/2018	50.00	.00	
01-360-5330 TRAINING	NORTHWEST POLICE ACADEM	7/9/18	PD TRAINING SEMINAR	07/09/2018	30.00	.00	
01-360-5410 UTILITIES	VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	63.33	.00	
01-360-5410 UTILITIES	VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	55.80	.00	
01-360-5410 UTILITIES	VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	55.80	.00	
01-360-5410 UTILITIES	VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	55.80	.00	
01-360-5410 UTILITIES	VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	55.80	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-360-5410 UTILITIES	VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	55.80	.00	
01-360-5410 UTILITIES	VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	55.80	.00	
01-360-5410 UTILITIES	VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	55.80	.00	
01-360-5410 UTILITIES	VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	55.80	.00	
01-360-5610 EQUIPMENT MAINTENA	MPC COMMUNICATIONS & LIG	18-1207	SQUAD EQUIPMENT	07/06/2018	275.35	.00	
01-360-5611 RADIO MAINTENANCE	MOTOROLA SOLUTIONS INC.	8280414500	PD EQUIPMENT	07/11/2018	526.76	.00	
01-360-5700 OFFICE SUPPLIES	QUILL CORPORATION	8461177	PD OFFICE SUPPLIES	07/11/2018	91.96	.00	
01-360-5741 CLOTHING	ARTISTIC ENGRAVING	12038	PD UNIFORM	07/19/2018	109.41	.00	
01-360-5741 CLOTHING	JG UNIFORMS INC	38837	PD UNIFORMS	07/03/2018	131.84	.00	
01-360-5741 CLOTHING	JG UNIFORMS INC	38888	PD UNIFORM	07/03/2018	33.00	.00	
01-360-5741 CLOTHING	JG UNIFORMS INC	38933	PD UNIFORMS	07/05/2018	29.90	.00	
01-360-5741 CLOTHING	RAY O'HERRON CO INC	1837242-IN	PD UNIFORMS	07/16/2018	131.84	.00	
01-360-5741 CLOTHING	VCG UNIFORM	21228	PD UNIFORM	07/06/2018	202.75	.00	
Total PUBLIC SAFETY:					39,483.89	.00	
PUBLIC SAFETY-SPECIAL ACCT EXP							
01-365-5981 DUI EXPENSE	APPLIED CONCEPTS INC	33631	PD EQUIP MAINT	07/03/2018	2,698.00	.00	
Total PUBLIC SAFETY-SPECIAL ACCT EXP:					2,698.00	.00	
REIMBURSABLE EXP							
01-370-4101 RETIREE HEALTH INSUR	NORTH SUBURBAN EMPLOYEE	7/1/18	DENTAL & VISION INSURANCE	07/01/2018	414.00	.00	
Total REIMBURSABLE EXP:					414.00	.00	
OTHER EXPENSES							
01-380-5970 REFUNDS	WILLIAM JOHNSON	7/17/18	VEHICLE STICKER REFUND	07/17/2018	216.00	.00	
01-380-5975 SALES TAX REBATE	TONYS FINER FOODS ENTERP	07/09/18	SALES TAX INCENTIVE - APRIL-	07/09/2018	41,729.34	.00	
Total OTHER EXPENSES:					41,945.34	.00	
Total GENERAL FUND:					124,223.23	.00	

GL Account and Title		Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
PALATINE/MILWAUKEE TIF FUND								
EXPENSES								
12-300-5100	PROFESSIONAL SERVIC	GEWALT HAMILTON ASSOCIAT	4/22/18	ENGINEERING	05/17/2018	675.00	.00	
12-300-5100	PROFESSIONAL SERVIC	ILLINOIS TAX INCREMENT ASS	673776	ANNUAL MEMBERSHIP	07/01/2018	650.00	.00	
Total EXPENSES:						1,325.00	.00	
Total PALATINE/MILWAUKEE TIF FUND:						1,325.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
TOURISM DISTRICT							
EXPENSES							
13-300-5108 BEAUTIFICATION	COM ED	07-11-18	IRIGATION SYSTEM	07/11/2018	37.22	.00	
13-300-5108 BEAUTIFICATION	COM ED	7/11/18	IRIGATION SYSTEM	07/11/2018	39.01	.00	
13-300-5108 BEAUTIFICATION	ILLINOIS-AMERICAN WATER C	7/03/18	1025-220011635316	07/03/2018	203.05	.00	
13-300-5108 BEAUTIFICATION	ILLINOIS-AMERICAN WATER C	7/05/18	1025-220011635309	07/05/2018	340.37	.00	
13-300-5108 BEAUTIFICATION	LANDSCAPE CONCEPTS MANA	146627	LANDSCAPE MAINTENANCE	07/01/2018	508.92	.00	
Total EXPENSES:					1,128.57	.00	
Total TOURISM DISTRICT:					1,128.57	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
DEA SEIZURE FUND							
CAPITAL OUTLAY GENERAL							
16-500-7020 EQUIPMENT - CAPITAL	DEKIND COMPUTER CONSULT	24657	PD COMPUTER HARDWARE	07/10/2018	54.98	.00	
16-500-7020 EQUIPMENT - CAPITAL	DEKIND COMPUTER CONSULT	24659	PD COMPUTER HARDWARE	07/11/2018	1,196.10	.00	
16-500-7020 EQUIPMENT - CAPITAL	DEKIND COMPUTER CONSULT	24665	PD COMPUTER HARDWARE	07/16/2018	1,196.10	.00	
Total CAPITAL OUTLAY GENERAL:					2,447.18	.00	
Total DEA SEIZURE FUND:					2,447.18	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SSA #5							
EXPENSES							
25-300-5050 SYSTEM MAINTENANCE	CONSTELLATION NEWENERGY	12595233601	8285849	07/12/2018	176.07	.00	
25-300-5100 PROFESSIONAL SERVIC	METROPOLITAN INDUSTRIES I	0000335797	PUMP STATION SERVICE	06/22/2018	570.00	.00	
Total EXPENSES:					746.07	.00	
Total SSA #5:					746.07	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
CAPITAL IMPROVEMENTS							
30-550-7050 STREET RESURFACING	GEWALT HAMILTON ASSOCIAT	4/22/18	ENGINEERING	05/17/2018	300.00	.00	
30-550-7050 STREET RESURFACING	VILLAGE OF MT. PROSPECT	07/16/18	SEMINOLE PAVING/ OLD WILLO	07/16/2018	71,876.97	.00	
30-550-7060 SIDEWALKS	GEWALT HAMILTON ASSOCIAT	4/22/18	ENGINEERING	05/17/2018	2,215.00	.00	
30-550-7060 SIDEWALKS	GEWALT HAMILTON ASSOCIAT	4/22/18	ENGINEERING	05/17/2018	626.00	.00	
30-550-7060 SIDEWALKS	GEWALT HAMILTON ASSOCIAT	6/17/18	ENGINEERING	07/13/2018	77.00	.00	
30-550-7060 SIDEWALKS	GEWALT HAMILTON ASSOCIAT	6/17/18	ENGINEERING	07/13/2018	9,638.50	.00	
30-550-7060 SIDEWALKS	GEWALT HAMILTON ASSOCIAT	6/17/18	ENGINEERING	07/13/2018	1,125.00	.00	
30-550-7060 SIDEWALKS	GEWALT HAMILTON ASSOCIAT	6/17/18	ENGINEERING	07/13/2018	2,439.00	.00	
30-550-7064 DRAINAGE IMPR - WILLO	GEWALT HAMILTON ASSOCIAT	4/22/18	ENGINEERING	05/17/2018	375.00	.00	
Total :					88,672.47	.00	
Total CAPITAL IMPROVEMENTS:					88,672.47	.00	

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	NORTH SUBURBAN EMPLOYEE	7/1/18	DENTAL & VISION INSURANCE	07/01/2018	61.50	.00	
51-300-5100 PROFESSIONAL SERVIC	SENSUS USA INC.	ZA18009670	SOFTWARE SUPPORT	07/10/2018	1,715.95	.00	
51-300-5410 UTILITIES	COM ED	7-11-18	218 FAIRWAY CT	07/11/2018	33.34	.00	
51-300-5410 UTILITIES	NICOR GAS	6-25-18	WTR 70-06-34-0000 9	06/25/2018	48.98	.00	
51-300-5410 UTILITIES	VERIZON WIRELESS	9810033939	MONTHLY SERVICE	07/01/2018	55.80	.00	
51-300-5412 WATER	VILLAGE OF MOUNT PROSPEC	7/15/18	3288-001	07/15/2018	301.85	.00	
Total EXPENSES:					2,217.42	.00	
Total WATER FUND:					2,217.42	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
PARKING FUND							
EXPENSES							
52-300-5410 UTILITIES	CONSTELLATION NEWENERGY	12595164701	8285855	07/12/2018	166.51	.00	
52-300-5410 UTILITIES	CONSTELLATION NEWENERGY	12595233501	8285848	07/12/2018	145.67	.00	
Total EXPENSES:					312.18	.00	
Total PARKING FUND:					312.18	.00	

GL Account and Title		Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SANITARY SEWER FUND								
EXPENSES								
53-300-5100	PROFESSIONAL SERVIC	GEWALT HAMILTON ASSOCIAT	4/22/18	ENGINEERING	05/17/2018	232.00	.00	
53-300-5100	PROFESSIONAL SERVIC	GEWALT HAMILTON ASSOCIAT	4/22/18	ENGINEERING	05/17/2018	1,376.00	.00	
53-300-5100	PROFESSIONAL SERVIC	GEWALT HAMILTON ASSOCIAT	6/17/18	ENGINEERING	07/13/2018	346.00	.00	
53-300-5100	PROFESSIONAL SERVIC	S D ENTERPRISES INC	07/12/18	SANITARY SEWER INSPECTIO	07/12/2018	1,010.00	.00	
Total EXPENSES:						2,964.00	.00	
Total SANITARY SEWER FUND:						2,964.00	.00	

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	LUKASZ WSZOLEK	17-450	ROAD BOND REFUND	07/19/2018	4,022.00	.00	
72-000-2310	DEPOSIT ROAD/BUILDE	MALGORZAJA HRUSWICKI	15-380	ROAD BOND REFUND	07/16/2018	500.00	.00	
Total :						4,522.00	.00	
Total ROAD & BUILDING BOND ESCROW:						4,522.00	.00	
Grand Totals:						228,558.12	.00	

GL Account and Title	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND			
Total GENERAL FUND:	124,223.23	.00	
PALATINE/MILWAUKEE TIF FUND			
Total PALATINE/MILWAUKEE TIF FUND:	1,325.00	.00	
TOURISM DISTRICT			
Total TOURISM DISTRICT:	1,128.57	.00	
DEA SEIZURE FUND			
Total DEA SEIZURE FUND:	2,447.18	.00	
SSA #5			
Total SSA #5:	746.07	.00	
CAPITAL IMPROVEMENTS			
Total CAPITAL IMPROVEMENTS:	88,672.47	.00	
WATER FUND			
Total WATER FUND:	2,217.42	.00	
PARKING FUND			
Total PARKING FUND:	312.18	.00	
SANITARY SEWER FUND			
Total SANITARY SEWER FUND:	2,964.00	.00	
ROAD & BUILDING BOND ESCROW			
Total ROAD & BUILDING BOND ESCROW:	4,522.00	.00	
Grand Totals:	228,558.12	.00	