PUBLIC NOTICE

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

THE REGULAR COUNCIL MEETING
OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS
WILL BE HELD ON MONDAY, AUGUST 27, 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. **INVOCATION –** Led by Father Joseph Le, St. Alphonsus Liguori Catholic Church

5. **APPROVAL OF MINUTES**

   A. July 23, 2018 Regular Council Meeting Minutes

   B. July 9, 2018 Executive Session Minutes (***not for public release***)

6. **PRESENTATION**

   A. Willow Road Presentation by the Metropolitan Water Reclamation District

   B. Presentation on Possible Identified City Storm Water Management Projects by Steve Berecz

7. **APPOINTMENTS/CONFIRMATIONS AND PROCLAMATIONS**

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

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

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

A. Chicago Executive Airport Report Presented by Director Scott Saewert

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

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

A. Staff Memo and Request for Council Approval of Contract with Dixon Inspection Services for IEPA Underground Water Tank Inspections at a Cost of $5,630

B. R-18-20 Staff Memo and Resolution Appropriating Motor Fuel Tax (MFT) Funds for Fiscal Year Ending April 30, 2019 for Salt Purchases of $50,000

C. R-18-21 Staff Memo and Resolution Appropriating Motor Fuel Tax (MFT) Funds for Fiscal Years May 1, 2012 to April 30, 2016 for 2014 Road Repairs of $1,300,000

D. Staff Memo and Request for Council Approval of an Intergovernmental Agreement between the City of Prospect Heights and Cook County for $75,000 to be used for Phase I Engineering for the City's Wolf Road Sidewalk Connectivity Project

E. Staff Memo and Request for Council Approval to Hire Soils & Material Consultants for Field Testing of Concrete and Hot-mix Asphalt for the City's 2018 Road Program at a cost of $4,370.00

F. R-18-22 Staff Memo and Resolution Authorizing Participation in Flood Control Project on Willow Road with the Metropolitan Water Reclamation District and Cook County Department of Transportation

G. R-18-23 Staff Memo and Resolution Requesting Council Approval of Bid Award for the 2018 Road Program to Builders Paving LLC at the unit prices bid and an estimated total cost of $1,459,459.00

H. Staff Memo and Request for Council Approval of Proposal by Construction & Geotechnical Material Testing, Inc. (CGMT) to Provide Construction Materials Engineering Quality Assurance Services for the 2018 Road Program for an Estimated $5,195

I. Staff Memo and Request for Council Approval for Proposal by Gewalt Hamilton Associates, Inc. for a Construction Observation Services Agreement for the 2018 Road Program in the Amount of $78,500 plus $1,300 for Reimbursable Expenses

J. R-18-24 Resolution Establishing an Ad Hoc Prospect Heights City Redevelopment Committee

11. **OLD BUSINESS**

12. **EXECUTIVE SESSION**

13. **ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED**

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

14. NEW BUSINESS

A. R-18-14 Resolution Authorizing the Sale of City Property, 25 and 35 Piper Lane, to Connor Commercial Real Estate LLC for $2,730,000 (***Related documents: Listing Agreement, Purchase and Sales Contract, and Property Appraisal***) (***Tabled at June 25, 2018 City Council Workshop Meeting and July 16, 2018 Special City Council Meeting***)

B. *Request for Waiver of 1st Reading* O-18-28 Staff Memo and Ordinance Approving a Special Use Permit for a Daycare Center at 11 S. Wolf Road, Happy Moomins Daycare (***1st Reading***)

C. O-18-28 Staff Memo and Ordinance Approving a Special Use Permit for a Daycare Center at 11 S. Wolf Road, Happy Moomins Daycare (***2nd Reading***)

D. O-18-30 Staff Memo and Ordinance Establishing Prevailing Wage Rate for the City of Prospect Heights as Designated by State of Illinois (***1st Reading***)

E. *Request for Waiver of 1st Reading* O-18-29 Staff Memo and Ordinance Granting Text Amendments to Title 9: Signs (***1st Reading***)

F. O-18-29 Staff Memo and Ordinance Granting Text Amendments to Title 9: Signs (***2nd Reading***)

G. *Request for Waiver of 1st Reading* O-18-31 Staff Memo and Ordinance for Special Use at 708 N Elmhurst Road, Greenbrier Assisted Living LLC (***1st Reading***)

H. O-18-31 Staff Memo and Ordinance for Special Use at 708 N Elmhurst Road, Greenbrier Assisted Living LLC (***2nd Reading***)

I. *Request for Waiver of 1st Reading* O-18-32 Staff Memo and Ordinance providing for the issue of not to exceed $1,975,000 Special Service Area Number 6 Refunding Bonds, Series 2018, of the City of Prospect Heights, Cook County, Illinois, for the purpose of refunding certain outstanding special service area bonds of the City, providing for the levy of a direct annual tax against all of the taxable property in that part of said City known as Special Service Area Number 6 to pay the principal and interest on said bonds, authorizing the sale of said bonds to the purchaser thereof and authorizing the execution of an escrow letter agreement in connection with the issuance of said bonds. (***1st Reading***)

J. O-18-32 Staff Memo and Ordinance providing for the issue of not to exceed $1,975,000 Special Service Area Number 6 Refunding Bonds, Series 2018, of the City of Prospect Heights, Cook County, Illinois, for the purpose of refunding certain outstanding special service area bonds of the City, providing for the levy of a direct annual tax against all of the taxable property in that part of said City known as Special Service Area Number 6 to pay the principal and interest on said bonds, authorizing the sale of said bonds to the purchaser thereof and authorizing the execution of an escrow letter agreement in connection with the issuance of said bonds. (***2nd Reading***)

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

A. Discussion of Home Rule Status

B. Organization and Operation of City Council

C. City Investments

D. Discussion of Sidewalk/Safe Routes to School

16. APPROVAL OF WARRANTS

A. Approval of Expenditures

General Fund	$152,663.64
Motor Fuel Tax Fund	$0.00
Palatine/Milwaukee Tax Increment Financing District	$0.00
Tourism District	$1,305.72
Development Fund	$0.00
Drug Enforcement Agency Fund	$3,765.40
Solid Waste Fund	$27,590.86
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	$184.74
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	$24,000.25
Road Construction	$0.00

Road Construction Debt	$0.00
Water Fund	$29,732.05
Parking Fund	$332.83
Sanitary Sewer Fund	$3,504.98
Road/Building Bond Escrow	$6,338.00
TOTAL	**$249,418.47**
Wire Payments	
8/17/2018 PAYROLL POSTING	**$140,523.91**
JULY ILLINOIS MUNICIPAL RETIREMENT FUND	**$17,365.26**
POLICE PENSION PAYMENTS	**$68,140.22**
TOTAL WARRANT	**$475,447.86**

17. PUBLIC COMMENT (Non-agenda matters)

18. EXECUTIVE SESSION

19. ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED

20. ADJOURNMENT

Posted: by Karen Schultheis by 5:00PM, August 23rd, 2018

Memorandum

GEWALT HAMILTON ASSOCIATES, INC.
CONSULTING ENGINEERS
625 Forest Edge Drive, Vernon Hills, IL 60061
Tel 847.478.9700 ■ Fax 847.478.9701
www.gha-engineers.com

To: Joe Wade, City of Prospect Heights

From: Steve Berecz, GHA

Date: August 7, 2018

Re: Conceptual Storm Water Management Memorandum
GHA Project 4755.000

Summary of Existing Conditions

Most of Prospect Heights was developed without the benefit of modern engineering design standards (Rob Roy subdivision is one example that was designed in accordance with modern engineering design standards). Most residential areas were designed as a “rural” cross section with ditches and landscaping mostly to the edge of the roadway. For ditches to effectively drain in the long term, the longitudinal slope generally needs to be more than a 3% slope. In general, the City has a relatively flat topography, which during development of the City, led to many ditches being less than 3% longitudinal slope. In fact, many ditches in the City have a slope of around 1%, which can cause water to drain very slowly and cause the ditches to be quite soggy for some periods. We see these issues as more of nuisance issues and in general, we recommend that the ditches throughout the City should remain as they currently are.

Another issue with the development of the City was that drainage for the rear yards was not designed in accordance with modern engineering standards. Most of the rear yards in the City do not have storm sewers and/or do not have positive overland storm water flow routes from the rear yards to the front yard ditches or to other drainage conveyance areas. This leads to rear yard ponding of water at numerous locations throughout the City during rain storms. I have met with many residents about this issue and explain to them the challenges of the existing conditions and the reality of the situation. These issues can be classified as localized ponding areas and generally affect individual properties. Most of these situations do not cause any flooding of residences, instead are more of a nuisance issue in the rear yards. We believe the most effective method to address this issue is for homeowners to be proactive and after a large rain event has ended use a submersible pump to “move the water” from the low area of their lawn to higher areas of their property, thus allowing the water to percolate back into the ground. Considering the City as a whole, we believe that the City trying to remediate these issues on a case by case basis is very difficult, extremely expensive and would rate low on a cost/benefit analysis.

The general overland drainage pattern of the City is from West to East, with McDonald Creek meandering across the City generally from the Northwest corner to the Southwest corner of the City. A significant portion of the City ultimately drains towards McDonald Creek. McDonald Creek eventually discharges into the Des Plaines River south of Kensington Road and East of River Road. During some past extended rain events, the Des Plaines river and its’ tributaries (McDonald Creek) banks are overflowing and can’t accept any local drainage. Any City level improvements generally can’t address this issue.

Another issue in the City is that there are numerous depressional drainage areas, “bowls”, that do not have any storm sewer conveyance outlet, discharge deficiencies and/or storage deficiencies to accept water during heavy rainstorms. These “bowls” fill up during large rain storms and the water ponds on streets, yards and sometimes into crawl spaces, basements and lower levels of residences. The size of the “bowl” areas vary from less than one block of residences to about seven blocks of residences. In September 2012, the engineering firm of Christopher

B. Burke Engineering (CBBEL), completed conceptual level studies of five such areas in the City. This report is about 50 pages long and presented a variety of possible improvements to lessen the flooding experienced in these five areas. None of the improvements mentioned in the CBBEL report would solve the issues, as flooding is a reality in this area, however the improvements could lessen the flooding. The CBBEL report identified about $18,000,000 of storm water improvements in the City to lessen the flooding in these 5 areas and recommended that further engineering studies be completed.

<u>Possible Next Steps</u>

GHA was asked to prepare this conceptual memorandum to aid with current discussions and to assist with possibly moving forward with larger scale studies for City wide storm water management improvements. To many residents' storm water management is a very personal and emotional issue. Completion of detailed engineering studies will help lessen the emotion over flooding issues and will aid with providing supporting data and cost/benefit calculations for improvements.

Based on our experiences as City Engineer for the past four years, review of the 2012 CBBEL report, discussions with residents and City personal over the years and our past storm water management studies, we provide the following outline for specific areas within the City. The priority list outlined below is based on the above and our instinctive thoughts. We suggest the following areas for additional studies:

1. Eastside TIF Area (generally South of Apple Dr., East of Burning Bush, North of Seminole, West of River)
2. Arlington Countryside Area (generally West of Rand, South of Olive, North of Oakton)
3. Dorset Street Study Area (generally South of Willow, East of Dale, North of Olive and West of Schoenbeck)
4. Elm Street just South of Willow Road
5. Flooding at Alton and Edward Roads near McDonald Creek
6. 214 Wheeling Road / Tully Creek flooding
7. Lake Claire Area and Shawn Lane house
8. Flooding at Patricia Lane near McDonald Creek
9. Other areas identified from community open house meetings
10. Note (Hillcrest Drive / Owen Court / Willow Road at Hillcrest Lake are currently being studied by MWRD project) otherwise we would rank this much higher.

The flooding problems in the City generally can't be solved but can be lessened during storm events and occur less frequently. Some neighboring communities have realistically found with funding constraints that designing to a maximum of a "10 year" rain event design level is all that can be reasonably accomplished. We have found that federal and/or state grants to assist in improving localized storm water management improvements are limited. We would expect that if the City moves forward, the bulk of the costs would need to be paid with local funds. This is just a starting point for more discussion. These issues are very complex, very expensive to make measurable changes and will take time to design and construct improvements. Individual homeowners being proactive about protecting their properties and making individual storm water management improvements might be as, if not more effective as the City implementing a City-wide program.

Such a program to make measurable improvements to the Citywide flooding will take a large-scale improvement program that will take many years, likely decades to implement. The cost of such program will likely be more than $10,000,000 and might reach $25,000,000. Of course, big projects need to start somewhere, so in our opinion if the City is committed to such a large-scale improvement, then the next logical step would be to conduct a more detailed engineering study to further refine the 2012 CBBEL report, study the priority list above, and to fully outline a systematic Citywide approach to this issue which could be considered for adoption by the City Council.

August 23, 2018

To: Mayor Helmer and Members of the City Council

From: Cheri Graefen, Assistant Finance Director

Subject: Monthly Treasurer's Report

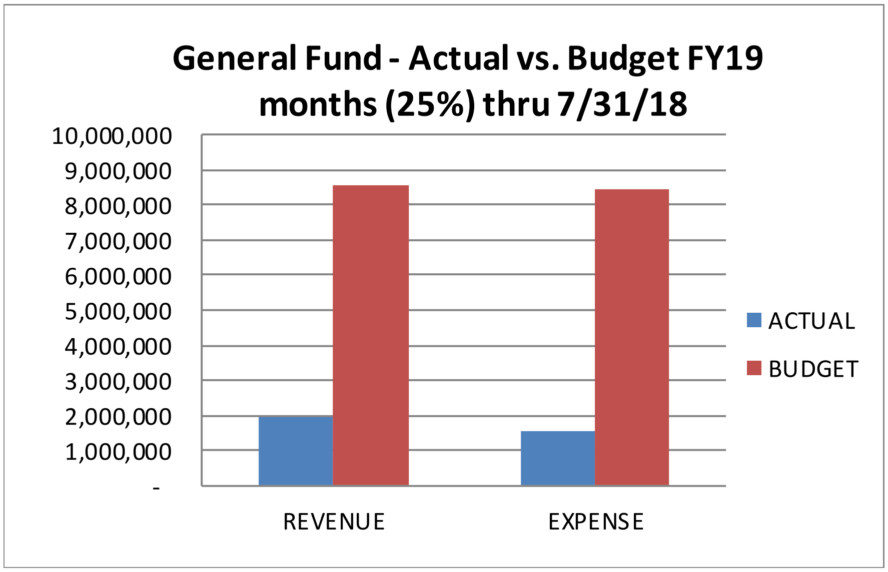
Attached is the Treasurer's Report for the three months ending July 31, 2018, which represents 25% of fiscal year 2019. At this point in the fiscal year, for all funds combined, the City's total revenues represent 27.42% of budget and the total expenses reflect 17.57% of budget.

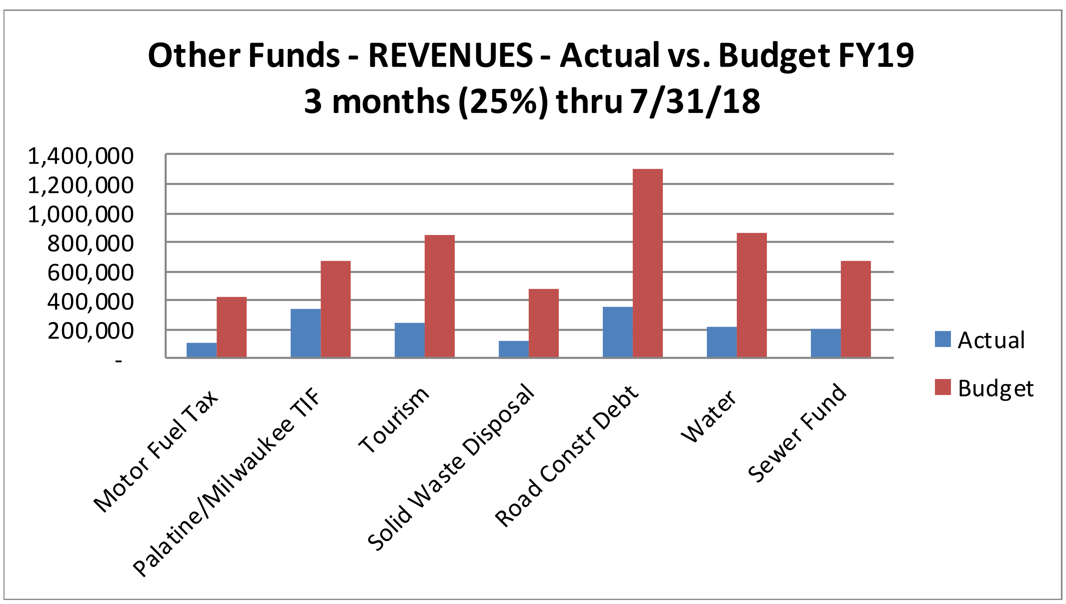
Additional financial information and/or further details can be provided upon request.

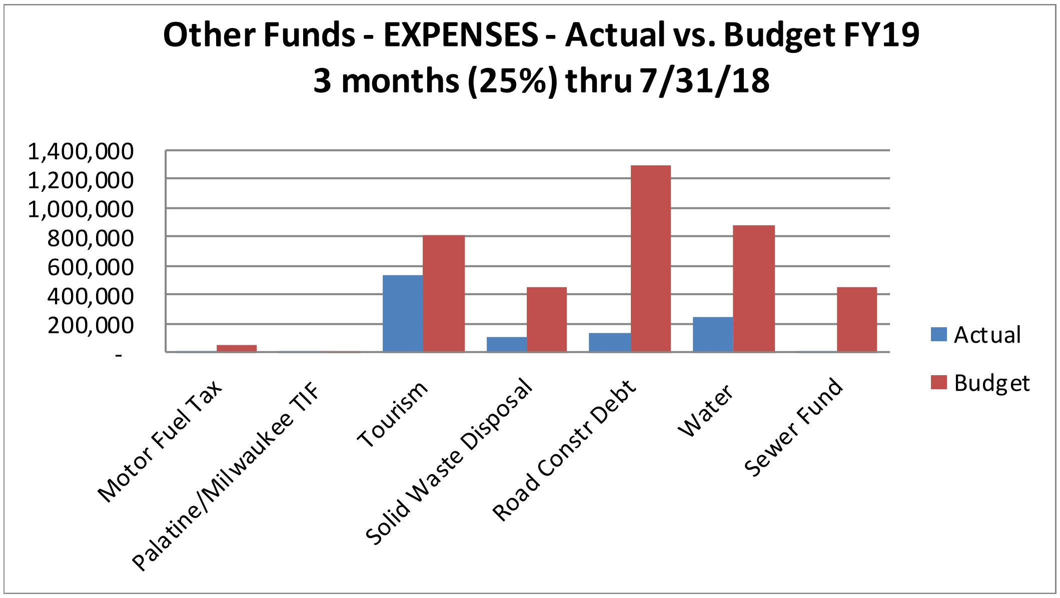
City of Prospect Heights
Financial Report – FY18-19
For the Three Months Ending July 31, 2018

The following report highlights the financial position of the City of Prospect Heights for the period beginning May 1, 2018 through July 31, 2018 (***3 months ~ 25% 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:



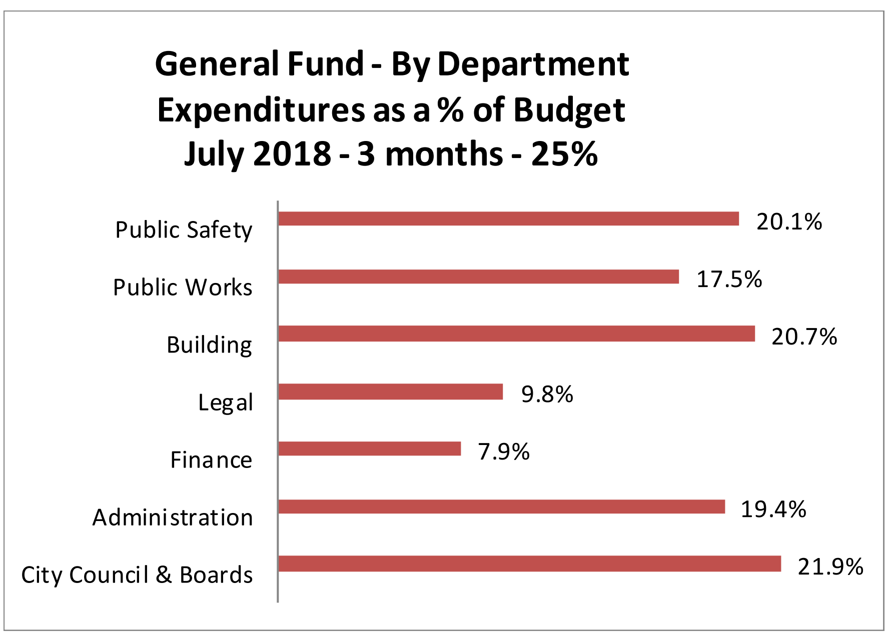




Revenue and Expenditures – By Fund

As detailed in the following table on pg. 3-5, the City's overall YTD revenue is currently at 27.42% of budget and the YTD expenses are coming in favorably at 17.57% of budget (25% 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.



- 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.

- Palatine/Milwaukee TIF Fund – Property tax reciepts to date are $337,825 which represents 50.4% of budget. Typically, the receipts coincide with taxpayer payments that are due March 1 and August 1. This month is consistent with prior year where in July, 2017, receipts totalled $312,000.

- Tourism Fund – Expenses include $300,000 an interfund transfer to the capital improvement fund for capital improvements within the District.

- 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 28.50% 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 26.34% of budget for the three months in FY18-19 which is reflective of the increase in the metra daily parking rate for FY19. Revenue at this time in the prior year was $15,000.

REVENUE & EXPENDITURES - BY FUND - FY2018-19
FISCAL YEAR ENDING APRIL 30, 2019
PERCENTAGE OF YEAR COMPLETED: 25%

	ACTUAL YTD	FY 2019 BUDGET	% OF BUDGET	ACTUAL INCR (DECR)	BUDGET INCR (DECR)
TOTALS - ALL FUNDS					
Revenues	3,956,211	14,427,318	27.42%		
Expenses	(2,812,359)	(16,006,840)	17.57%		
	1,143,852	(1,579,522)		1,143,852	(1,579,522)
General Fund					
Revenues	1,953,129	8,576,560	22.77%	368,669	128,119
Expenses	(1,584,460)	(8,448,441)	18.75%		
Motor Fuel Tax Fund					
Revenues	109,304	420,000	26.02%	108,911	370,000
Expenses	(393)	(50,000)	0.79%		
Palatine/Milwaukee TIF Fund					
Revenues	338,520	670,000	50.53%	335,495	667,750
Expenses	(3,025)	(2,250)	134.44%		
Tourism Fund					
Revenues	249,620	845,125	29.54%	(282,450)	28,325
Expenses	(532,069)	(816,800)	65.14%		
DEA Seizure Fund					
Revenues	21,737	-	NA	16,239	(137,500)
Expenses	(5,499)	(137,500)	4.00%		
Solid Waste Disposal Fund					
Revenues	116,179	477,500	24.33%	4,156	26,774
Expenses	(112,023)	(450,726)	24.85%		
Palatine Road TIF Fund					
Revenues	9,955	150,100	NA	9,955	(140,025)
Expenses	-	(290,125)	NA		
SSA 1 Fud					
Revenues	122	-	#DIV/0!	122	-
Expenses	-	-	#DIV/0!		
SSA 2 Fund					
Revenues	69	-	#DIV/0!	69	(38,153)
Expenses	-	(38,153)	0.00%		
SSA 3 Fund					
Revenues	494	-	#DIV/0!	494	(328,265)
Expenses	-	(328,265)	0.00%		
SSA 4 Fund					
Revenues	58	-	#DIV/0!	58	(36,719)
Expenses	-	(36,719)	0.00%		
SSA 5 Fund					
Revenues	1,399	25,275	5.53%	(1,068)	(8,725)
Expenses	(2,467)	(34,000)	7.26%		
SSA 6 Debt Fund					
Revenues	54,868	237,642	23.09%	(1,203)	500
Expenses	(56,071)	(237,142)	23.64%		
SSA 8 Fund					
Revenues	7,300	125,911	5.80%	6,226	911
Expenses	(1,073)	(125,000)	0.86%		

REVENUE & EXPENDITURES - BY FUND - FY2018-19
FISCAL YEAR ENDING APRIL 30, 2019
PERCENTAGE OF YEAR COMPLETED: 25%

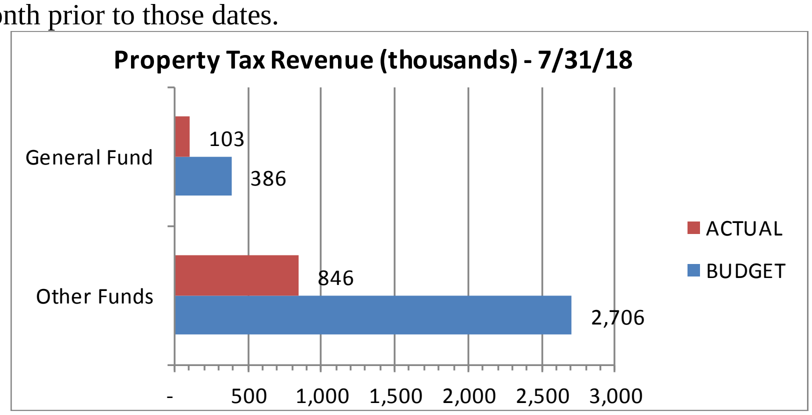
	ACTUAL YTD	FY 2018 BUDGET	% OF BUDGET	ACTUAL INCR (DECR)	BUDGET INCR (DECR)
Capital Improvement					
Revenues	300,000	-	#DIV/0!	191,667	(2,253,749)
Expenses	(108,333)	(2,253,749)	4.81%		
Road Construction Debt Fund					
Revenues	350,584	1,301,205	26.94%	210,191	70
Expenses	(140,393)	(1,301,135)	10.79%		
Water Fund					
Revenues	216,734	862,000	25.14%	(33,917)	(17,610)
Expenses	(250,652)	(879,610)	28.50%		
Parking Fund					
Revenues	16,858	64,000	26.34%	15,375	(62,450)
Expenses	(1,484)	(126,450)	1.17%		
Sewer Fund					
Revenues	209,283	672,000	31.14%	194,865	221,225
Expenses	(14,419)	(450,775)	3.20%		
TOTALS - ALL FUNDS	3,956,211	12,173,569		1,143,852	(1,579,522)
Revenues	(2,812,359)	(16,006,840)			
Expenses	1,143,852	(3,833,271)			

General Fund Summary

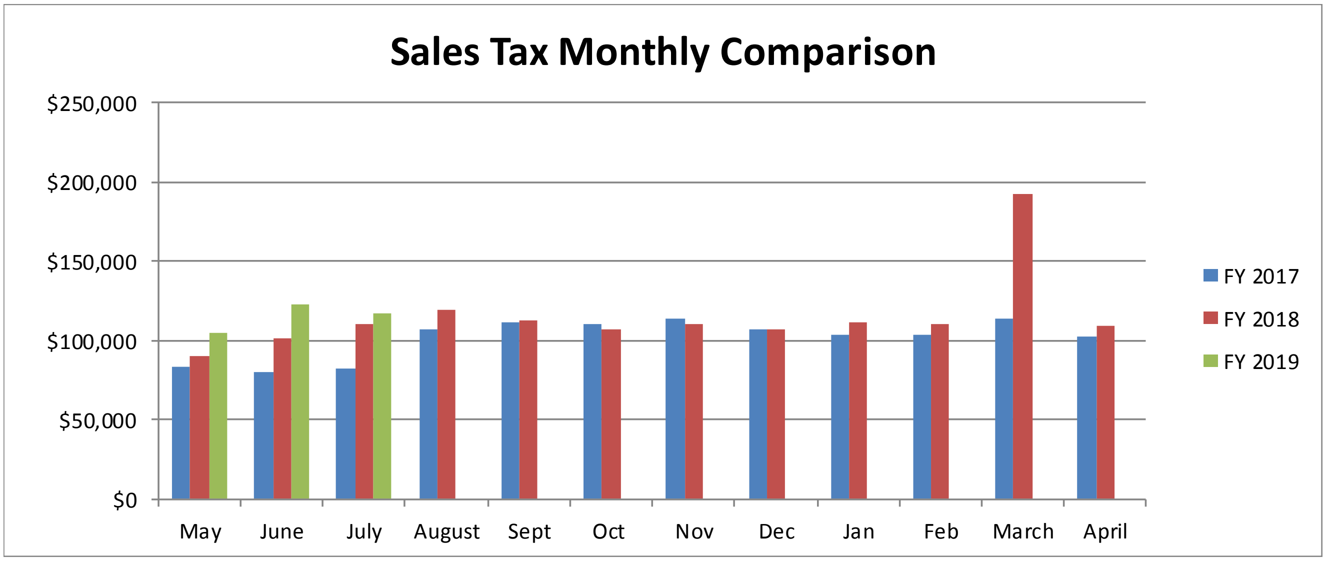
At July 31, 2018, the City's General Fund actual revenues of $1,953,129 were $368,669 in excess of actual expenses compared to the prior fiscal year where the revenues were $685,612 in excess of expenses. The prior year revenue included $225,925 from interfund service charges which were eliminated in the current year. The budget-to-actual comparison indicates that revenues collected are 22.77% of budgeted revenues while actual expenditures are 18.75% of budgeted expenditures.

Major Revenues

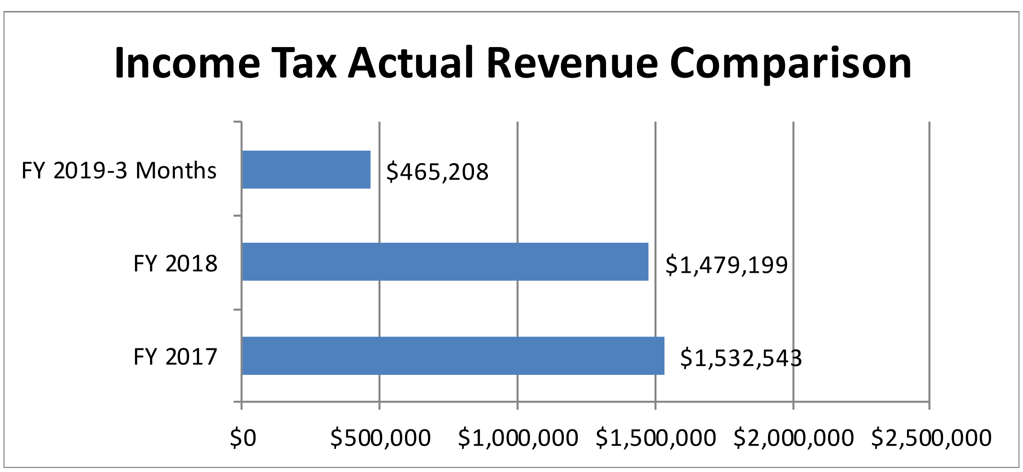
Property Taxes – For all funds**, t**he City has collected a total of $949,638 or 30.7% of budgeted property taxes. With tax payments in Cook County due August 1 and March 1, the majority of his revenue is received in the month prior to those dates.



Sales Taxes – Year to date sales taxes of $345,665 are higher than the same months last year by $43,860, and are higher than the target budget of $275,225 by 26%. 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.



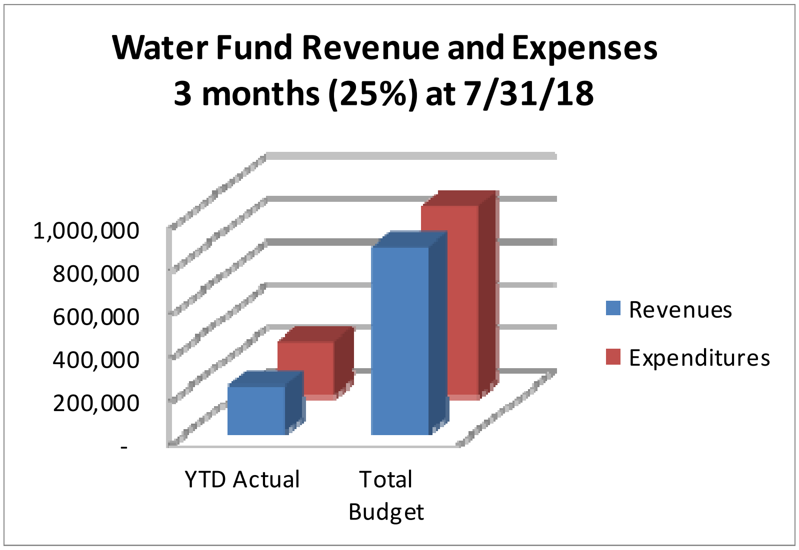
Income Taxes – As of July 31, 2018, income tax revenue of $465,208 is 32.6% of budget. At the same time last year, income tax revenue was $578,355 or 35.2% of budget.



Enterprise Funds

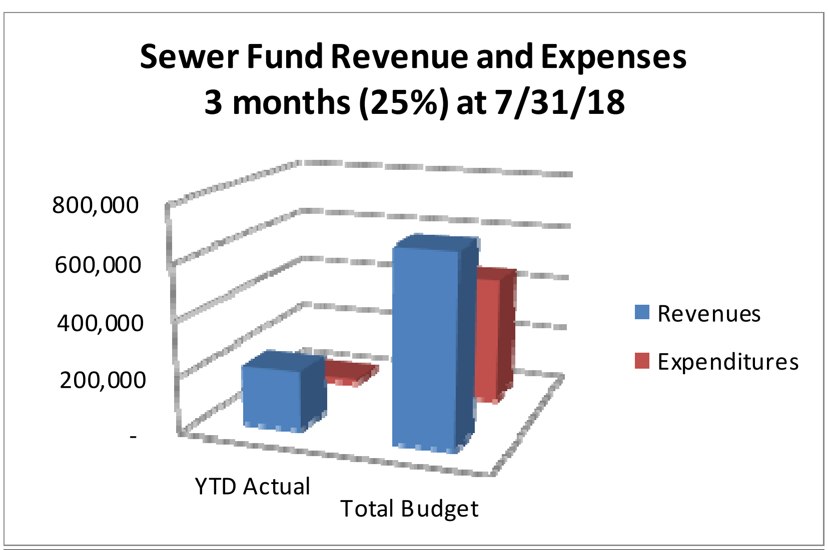
Water Fund

Water fund revenue is budgeted at $862,000 for the entire fiscal year. Through July 31, 2018, the actual revenues are $216,734 or 25% of budget compared to $198,516 or 23% of budget for the same period last year. Water fund actual expenditures through July total $216,734 or 25.1% of budget compared to $202,907 or 17.8% 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 $209,283 or 31.1% of budget compared to $28,598 or 4.2% of budget for the same period last year. Sewer fund actual expenditures through July total $14,418 or 3.2% of budget compared to $66,832 or 7.2% of the budget for the period last year. The next quarterly sewer billing cycle will be in October, 2018.



CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2018

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	LOCAL TAXES					
01-105-3000	REAL ESTATE TAXES	93,188.16	96,212.79	350,000.00	253,787.21	27.5
01-105-3005	USE TAX	33,563.65	103,864.23	427,533.00	323,668.77	24.3
01-105-3006	NON-HOME RULE SALES TAX	25,942.54	75,428.34	302,627.00	227,198.66	24.9
01-105-3010	UTILITY - ELECTRIC	30,308.80	84,000.74	389,000.00	304,999.26	21.6
01-105-3011	UTILITY - NATURAL GAS	7,324.33	35,587.82	160,200.00	124,612.18	22.2
01-105-3012	UTILITY- TELEPHONE	19,299.90	74,077.21	361,500.00	287,422.79	20.5
01-105-3030	ROAD & BRIDGE TAXES	7,008.36	7,248.75	36,346.00	29,097.25	19.9
01-105-3040	RENTAL CAR TAXES	1,498.72	4,115.18	18,274.00	14,158.82	22.5
01-105-3050	PLACES FOR EATING TAX	30,300.34	58,739.69	335,000.00	276,260.31	17.5
01-105-3060	HANDLE TAX - OTB	15,262.82	30,833.77	155,000.00	124,166.23	19.9
01-105-3065	VIDEO GAMING TAX	22,986.53	22,986.53	230,000.00	207,013.47	10.0
01-105-3070	AMUSEMENT TAX	36.00	36.00	5,750.00	5,714.00	.6
	TOTAL LOCAL TAXES	286,720.15	593,131.05	2,771,230.00	2,178,098.95	21.4
	INTERGOVERNMENTAL REVENUES					
01-110-3100	INCOME TAXES	139,260.03	465,207.86	1,427,547.92	962,340.06	32.6
01-110-3101	PERSONAL PROPERTY REPLACE TAX	761.61	1,739.01	5,228.00	3,488.99	33.3
01-110-3110	SALES TAXES	91,297.60	270,237.08	1,001,279.00	731,041.92	27.0
01-110-3111	GLENVIEW SHARED REVENUE	.00	.00	57,500.00	57,500.00	.0
	TOTAL INTERGOVERNMENTAL REVENUES	231,319.24	737,183.95	2,491,554.92	1,754,370.97	29.6
	GRANTS REVENUE					
01-115-3213	GRANT - STEP	.00	.00	9,676.00	9,676.00	.0
01-115-3246	GRANT-POLICE EQUIPMENT	1,027.08	1,027.08	13,500.00	12,472.92	7.6
01-115-3247	GRANT - POLICE TOBACCO	880.00	880.00	3,000.00	2,120.00	29.3
	TOTAL GRANTS REVENUE	1,907.08	1,907.08	26,176.00	24,268.92	7.3
	LICENSES & FEES					
01-120-3300	VEHICLE STICKERS	8,037.00	29,064.00	663,429.57	634,365.57	4.4
01-120-3310	VEH. STICKERS SENIORS	128.00	1,217.00	50,669.67	49,452.67	2.4
01-120-3320	VEH. STICKERS LATE FEES	3,672.00	23,242.00	40,000.00	16,758.00	58.1
01-120-3321	VEH. STICKERS TRANSFERS	204.00	564.00	3,000.00	2,436.00	18.8
01-120-3342	LICENSES - ANIMALS	228.00	779.00	12,500.00	11,721.00	6.2
01-120-3343	LICENSES - LIQUOR	100.00	1,100.00	85,000.00	83,900.00	1.3
01-120-3344	LICENSES - BUSINESS	627.00	6,149.00	60,000.00	53,851.00	10.3
01-120-3346	LICENSES - CONTRACTORS	4,100.00	11,900.00	30,000.00	18,100.00	39.7
01-120-3348	LICENSE - AGREEMENTS	1,655.09	5,401.36	11,000.00	5,598.64	49.1
	TOTAL LICENSES & FEES	18,751.09	79,416.36	955,599.24	876,182.88	8.3

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2018

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	FRANCHISE FEES					
01-125-3350	CABLE FRANCHISE FEES	7,937.50	7,937.50	225,000.00	217,062.50	3.5
01-125-3351	CABLE FRANCHISE - PEG FEES	1,587.50	4,501.64	.00	(4,501.64)	.0
01-125-3355	SOLID WASTE FRANCHISE FEES	8,922.34	17,834.68	95,000.00	77,165.32	18.8
01-125-3360	NATURAL GAS FRANCHISE FEES	.00	.00	24,500.00	24,500.00	.0
	TOTAL FRANCHISE FEES	18,447.34	30,273.82	344,500.00	314,226.18	8.8
	BUILDING & ZONING FEES					
01-130-3400	BUILDING PERMITS	20,035.50	71,777.17	175,000.00	103,222.83	41.0
01-130-3402	PUBLIC HEARING FEES	800.00	2,000.00	2,500.00	500.00	80.0
01-130-3403	ELEVATOR INSPECTION FEE	100.00	950.00	5,100.00	4,150.00	18.6
01-130-3404	CERT. OF OCC. INSPECTION FEES	150.00	575.00	750.00	175.00	76.7
01-130-3405	HEALTH INSPECTION FEE	.00	.00	500.00	500.00	.0
01-130-3406	COMMERCIAL INSPECTION FEE	164.00	1,445.00	8,250.00	6,805.00	17.5
01-130-3407	ENGINEERING PERMIT FEES	800.00	2,164.00	5,000.00	2,836.00	43.3
01-130-3408	VACANT FORECLOSURE REGIS	600.00	3,200.00	13,400.00	10,200.00	23.9
01-130-3410	BUILDING RE-INSP. FEE	.00	75.00	500.00	425.00	15.0
01-130-3411	RENTAL INSPECTION FEE	125.00	19,500.00	220,000.00	200,500.00	8.9
	TOTAL BUILDING & ZONING FEES	22,774.50	101,686.17	431,000.00	329,313.83	23.6
	PUBLIC SAFETY FINES & FEES					
01-140-3500	TRAFFIC FINES	25,025.94	5,018.68	300,000.00	294,981.32	1.7
01-140-3505	ORDINANCE & PARKING FINES	42,953.71	155,947.89	250,000.00	94,052.11	62.4
01-140-3515	VEHICLE SEIZURE FEE	4,500.00	10,000.00	60,000.00	50,000.00	16.7
01-140-3520	DUI ASSESSMENTS	1,298.67	2,115.33	8,000.00	5,884.67	26.4
01-140-3525	POLICE ALARM LICENSES & FEES	230.00	770.00	11,000.00	10,230.00	7.0
	TOTAL PUBLIC SAFETY FINES & FEES	74,008.32	173,851.90	629,000.00	455,148.10	27.6
	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	3,367.24	16,362.24	13,000.00	(3,362.24)	125.9
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	991.44	991.44	13,000.00	12,008.56	7.6
	TOTAL PUBLIC SAFETY SPECIAL REVENUE	4,358.68	22,941.38	58,700.00	35,758.62	39.1

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2018

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	INTERFUND SERVICE CHARGES					
01-150-3613	CVB/TOURISM SERVICE CHARGE	5,833.33	17,499.99	70,000.00	52,500.01	25.0
01-150-3617	SOLID WASTE SERVICE CHARGE	10,250.00	30,750.00	123,000.00	92,250.00	25.0
	TOTAL INTERFUND SERVICE CHARGES	16,083.33	48,249.99	193,000.00	144,750.01	25.0
	REIMBURSABLE INCOME					
01-155-3700	EMPLOYEE SALARY REIMBURSEMENT	7,734.11	14,061.89	35,000.00	20,938.11	40.2
01-155-3702	EMPLOYEE INS. REIMBURSEMENT	4,294.38	12,883.14	52,260.00	39,376.86	24.7
01-155-3703	RETIREE HEALTH INS REIMBURSE	3,290.00	10,380.00	80,039.00	69,659.00	13.0
01-155-3720	FIRE DISTRICT GAS REIMB.	.00	.00	6,600.00	6,600.00	.0
01-155-3730	INSURANCE REIMBURSEMENTS	2,373.34	2,373.34	140,000.00	137,626.66	1.7
01-155-3741	BUILDING & ENG DEPT REIMB FEES	184.46	493.23	500.00	6.77	98.7
01-155-3743	PUBLIC WORKS REIMBURSABLE FEES	.00	934.68	.00	(934.68)	.0
	TOTAL REIMBURSABLE INCOME	17,876.29	41,126.28	314,399.00	273,272.72	13.1
	OTHER REVENUES					
01-160-3800	INTEREST INCOME	16,038.28	43,801.59	32,500.00	(11,301.59)	134.8
01-160-3801	INTEREST INCOME - DEBT	.00	.00	5,750.00	5,750.00	.0
01-160-3810	NEWSLETTER ADVERTISING	400.00	400.00	2,000.00	1,600.00	20.0
01-160-3811	BUS SHELTERS AD REVENUE	.00	.00	3,000.00	3,000.00	.0
01-160-3815	SPONSORSHIP & CONTRIBUTIONS	60.00	4,810.00	7,000.00	2,190.00	68.7
01-160-3820	SALE OF CITY PROPERTY	.00	.00	7,500.00	7,500.00	.0
01-160-3899	MISCELLANEOUS INCOME	466.47	2,186.96	15,000.00	12,813.04	14.6
	TOTAL OTHER REVENUES	16,964.75	51,198.55	72,750.00	21,551.45	70.4
	OTHER FINANCING SOURCES					
01-200-3990	INTERFUND TRANSFER IN	72,162.50	72,162.50	288,651.00	216,488.50	25.0
	TOTAL OTHER FINANCING SOURCES	72,162.50	72,162.50	288,651.00	216,488.50	25.0
	TOTAL FUND REVENUE	781,373.27	1,953,129.03	8,576,560.16	6,623,431.13	22.8

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CITY COUNCIL & BOARDS					
01-310-4000	WAGES	2,250.00	6,750.00	27,000.00	20,250.00	25.0
01-310-4003	WAGES - PART TIME	.00	.00	4,500.00	4,500.00	.0
01-310-4200	SOCIAL SECURITY	139.50	418.50	1,960.00	1,541.50	21.4
01-310-4210	MEDICARE	32.66	97.98	460.00	362.02	21.3
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	774.70	10,225.70	12,600.00	2,374.30	81.2
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	.00	1,544.00	22,000.00	20,456.00	7.0
01-310-7020	EQUIPMENT	89.88	830.18	14,890.00	14,059.82	5.6
	TOTAL CITY COUNCIL & BOARDS	3,286.74	19,866.36	90,910.00	71,043.64	21.9

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION					
01-320-4000	WAGES	24,560.71	65,380.64	317,120.00	251,739.36	20.6
01-320-4003	WAGES - PART-TIME	4,753.81	10,925.01	29,770.00	18,844.99	36.7
01-320-4010	OVERTIME	.00	420.75	.00	(420.75)	.0
01-320-4100	HEALTH INSURANCE	181.50	1,902.50	24,230.00	22,327.50	7.9
01-320-4110	LIFE INSURANCE	.00	44.96	250.00	205.04	18.0
01-320-4200	SOCIAL SECURITY	1,792.11	4,439.80	21,510.00	17,070.20	20.6
01-320-4210	MEDICARE	419.12	1,096.57	5,030.00	3,933.43	21.8
01-320-4220	IMRF	2,890.66	5,866.95	40,200.00	34,333.05	14.6
01-320-5100	PROFESSIONAL SERVICES	115.00	191.00	25,000.00	24,809.00	.8
01-320-5105	PROFESSIONAL FEES - ENGR	6,596.00	11,161.00	46,000.00	34,839.00	24.3
01-320-5106	PROFESSIONAL FEES - GOV IT SYS	.00	1,650.00	21,000.00	19,350.00	7.9
01-320-5107	PROFESSIONAL FEES - REIMB	.00	847.00	7,000.00	6,153.00	12.1
01-320-5120	CITY ATTORNEY	(21,732.00)	.00	.00	.00	.0
01-320-5122	CITY PROSECUTOR	(180.00)	.00	.00	.00	.0
01-320-5130	COMPUTER CONSULTANT	105.00	7,170.00	60,000.00	52,830.00	12.0
01-320-5200	POSTAGE	64.59	72.21	14,000.00	13,927.79	.5
01-320-5220	PHOTOCOPY	1,896.12	4,565.64	19,000.00	14,434.36	24.0
01-320-5221	PRINTING	.00	2,343.15	15,000.00	12,656.85	15.6
01-320-5222	LEGAL NOTICES	457.14	521.30	2,000.00	1,478.70	26.1
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	40.00	40.00	3,500.00	3,460.00	1.1
01-320-5410	UTILITIES	2,724.39	12,410.20	61,500.00	49,089.80	20.2
01-320-5430	CREDIT CARD & BANK CHARGES	(.18)	154.24	11,000.00	10,845.76	1.4
01-320-5500	LIABILITY INSURANCE	2,201.72	22,455.39	36,700.00	14,244.61	61.2
01-320-5501	INSURANCE DEDUCTIBLES	.00	.00	12,500.00	12,500.00	.0
01-320-5530	WORKERS COMPENSATION INSURANCE	271.58	1,614.34	3,400.00	1,785.66	47.5
01-320-5540	PAYROLL SERVICE FEES	(191.00)	.00	.00	.00	.0
01-320-5700	OFFICE SUPPLIES	967.66	2,093.61	12,000.00	9,906.39	17.5
01-320-5710	OPERATING SUPPLIES	90.28	90.28	.00	(90.28)	.0
01-320-5751	GASOLINE	.00	.00	300.00	300.00	.0
01-320-7020	EQUIPMENT	413.99	1,298.49	28,750.00	27,451.51	4.5
	TOTAL ADMINISTRATION	28,438.20	159,939.03	825,460.00	665,520.97	19.4
	FINANCE					
01-322-5101	AUDIT & FINANCE FEES	13,800.00	13,800.00	185,000.00	171,200.00	7.5
01-322-5310	MEMBERSHIPS	.00	.00	850.00	850.00	.0
01-322-5540	PAYROLL SERVICE FEES	371.25	576.60	6,200.00	5,623.40	9.3
01-322-5541	ACCTG SERVICE FEES	1,391.10	1,391.10	4,500.00	3,108.90	30.9
	TOTAL FINANCE	15,562.35	15,767.70	196,550.00	180,782.30	8.0

CITY OF PROSPECT HEIGHTS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2018

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	LEGAL					
01-324-5120	CITY ATTORNEY	21,732.00	21,732.00	120,000.00	98,268.00	18.1
01-324-5121	HOUSING ATTORNEY	.00	.00	13,200.00	13,200.00	.0
01-324-5122	CITY PROSECUTOR	180.00	180.00	30,000.00	29,820.00	.6
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	21,912.00	21,912.00	223,200.00	201,288.00	9.8
	BUILDING DEPARTMENT					
01-340-4000	WAGES	23,809.60	63,747.10	309,370.00	245,622.90	20.6
01-340-4100	HEALTH INSURANCE	423.00	5,686.00	55,660.00	49,974.00	10.2
01-340-4110	LIFE INSURANCE	.00	64.84	400.00	335.16	16.2
01-340-4200	SOCIAL SECURITY	1,439.20	3,853.17	19,190.00	15,336.83	20.1
01-340-4210	MEDICARE	336.58	901.13	4,490.00	3,588.87	20.1
01-340-4220	IMRF	2,942.87	5,864.23	39,210.00	33,345.77	15.0
01-340-5100	PROFESSIONAL SERVICES	2,385.53	23,344.63	62,300.00	38,955.37	37.5
01-340-5111	BILLABLE ENGINEERING	290.00	3,571.50	12,000.00	8,428.50	29.8
01-340-5221	PRINTING	35.70	476.70	2,000.00	1,523.30	23.8
01-340-5222	LEGAL NOTICES	240.60	733.83	2,000.00	1,266.17	36.7
01-340-5310	MEMBERSHIPS	.00	.00	920.00	920.00	.0
01-340-5330	TRAINING	35.00	244.00	4,500.00	4,256.00	5.4
01-340-5500	LIABILITY INSURANCE	.00	339.00	1,000.00	661.00	33.9
01-340-5530	WORKERS COMPENSATION INSURANCE	314.24	1,658.00	3,900.00	2,242.00	42.5
01-340-5700	OFFICE SUPPLIES	506.98	592.91	3,500.00	2,907.09	16.9
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	32,759.30	111,077.04	536,360.00	425,282.96	20.7

CITY OF PROSPECT HEIGHTS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2018

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC WORKS					
01-350-4000	WAGES	29,622.40	79,304.60	395,700.00	316,395.40	20.0
01-350-4001	ALLOCATED WAGES & BENEFITS	.00	.00	(45,000.00)	(45,000.00)	.0
01-350-4003	WAGES - PART-TIME	1,804.00	2,772.00	10,560.00	7,788.00	26.3
01-350-4010	OVERTIME	2,561.06	10,210.69	40,000.00	29,789.31	25.5
01-350-4100	HEALTH INSURANCE	8,232.00	24,696.00	115,500.00	90,804.00	21.4
01-350-4110	LIFE INSURANCE	.00	82.50	500.00	417.50	16.5
01-350-4200	SOCIAL SECURITY	2,083.17	5,657.30	27,630.00	21,972.70	20.5
01-350-4210	MEDICARE	487.18	1,323.07	6,460.00	5,136.93	20.5
01-350-4220	IMRF	4,576.39	8,208.71	55,130.00	46,921.29	14.9
01-350-5000	BUILDING MAINTENANCE	.00	522.29	.00	(522.29)	.0
01-350-5020	VEHICLE MAINTENANCE	1,628.24	4,822.54	50,000.00	45,177.46	9.7
01-350-5031	SIGNAL MAINTENANCE	.00	1,086.00	36,000.00	34,914.00	3.0
01-350-5100	PROFESSIONAL SERVICES	1,788.29	4,543.34	15,000.00	10,456.66	30.3
01-350-5103	PROF SERVICES - FORESTRY	2,675.00	2,808.25	63,800.00	60,991.75	4.4
01-350-5104	PROF SERVICES - BUILDING MAIN	2,374.87	7,542.10	76,000.00	68,457.90	9.9
01-350-5106	PROF SERVICES - STREETS/DRAIN	.00	.00	75,000.00	75,000.00	.0
01-350-5310	MEMBERSHIPS	47.40	47.40	4,500.00	4,452.60	1.1
01-350-5330	TRAINING	.00	.00	4,500.00	4,500.00	.0
01-350-5410	UTILITIES	279.00	614.40	.00	(614.40)	.0
01-350-5411	WATER AND ELECTRIC PURCHASES	187.40	1,924.81	11,000.00	9,075.19	17.5
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	26,165.00	49,100.00	22,935.00	53.3
01-350-5510	RENTAL EQUIPMENT	226.95	226.95	4,000.00	3,773.05	5.7
01-350-5530	WORKERS COMPENSATION INSURANCE	1,327.60	9,726.10	16,500.00	6,773.90	59.0
01-350-5610	EQUIPMENT MAINTENANCE	73.98	200.53	5,000.00	4,799.47	4.0
01-350-5634	STONE & CONCRETE	165.06	165.06	5,000.00	4,834.94	3.3
01-350-5635	STORM SEWER & PIPE	.00	561.78	10,000.00	9,438.22	5.6
01-350-5650	LANDSCAPE SUPPLIES	(187.11)	599.63	15,000.00	14,400.37	4.0
01-350-5700	OFFICE SUPPLIES	126.96	166.95	1,500.00	1,333.05	11.1
01-350-5710	OPERATING SUPPLIES	186.29	1,264.91	30,000.00	28,735.09	4.2
01-350-5721	SIGNS	83.25	83.25	30,000.00	29,916.75	.3
01-350-5730	TOOLS	.00	.00	5,500.00	5,500.00	.0
01-350-5751	GASOLINE	43.00	12,378.69	20,000.00	7,621.31	61.9
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	485.37	485.37	5,000.00	4,514.63	9.7
01-350-7025	SOFTWARE	.00	.00	14,000.00	14,000.00	.0
	TOTAL PUBLIC WORKS	60,877.75	208,190.22	1,192,480.00	984,289.78	17.5

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC SAFETY					
01-360-4000	WAGES	38,514.50	108,765.75	575,470.00	466,704.25	18.9
01-360-4001	WAGES - SWORN OFFICERS	166,395.63	405,865.18	1,864,290.00	1,458,424.82	21.8
01-360-4002	WAGES - EXTRA STRAIGHT PAY	4,414.65	5,669.22	46,375.00	40,705.78	12.2
01-360-4004	WAGES - PART-TIME SWORN OFFCRS	8,064.00	20,926.18	122,500.00	101,573.82	17.1
01-360-4010	OVERTIME	453.50	525.07	2,500.00	1,974.93	21.0
01-360-4011	OVERTIME - SWORN OFFICERS	15,594.99	36,975.43	140,000.00	103,024.57	26.4
01-360-4100	HEALTH INSURANCE	16,181.60	67,403.20	465,850.00	398,446.80	14.5
01-360-4110	LIFE INSURANCE	.00	440.90	2,660.00	2,219.10	16.6
01-360-4200	SOCIAL SECURITY	1,607.13	4,571.78	25,725.00	21,153.22	17.8
01-360-4210	MEDICARE	3,306.58	8,184.91	39,465.00	31,280.09	20.7
01-360-4220	IMRF	1,625.45	3,432.47	28,690.00	25,257.53	12.0
01-360-4230	PENSION CONTRIBUTION - R/E TAX	93,188.16	96,212.79	350,000.00	253,787.21	27.5
01-360-4231	PENSION CONTRIBUTION-CITY GF	.00	.00	447,149.00	447,149.00	.0
01-360-5100	PROFESSIONAL SERVICES	1,767.34	3,853.34	23,700.00	19,846.66	16.3
01-360-5101	PROFESSIONAL FEES - VOCA	6,673.67	6,673.37	80,100.00	73,426.63	8.3
01-360-5140	PRISONERS CARE	109.41	109.41	2,500.00	2,390.59	4.4
01-360-5141	KENNEL FEES	159.24	356.24	4,000.00	3,643.76	8.9
01-360-5200	POSTAGE	17.75	1,131.84	3,000.00	1,868.16	37.7
01-360-5221	PRINTING	237.00	325.00	5,000.00	4,675.00	6.5
01-360-5240	NORTHWEST CENTRAL DISPATCH	21,554.65	86,218.60	260,811.00	174,592.40	33.1
01-360-5310	MEMBERSHIPS	4,758.00	35,636.00	50,100.00	14,464.00	71.1
01-360-5321	AUTO EXPENSE	102.00	258.00	2,500.00	2,242.00	10.3
01-360-5330	TRAINING	1,343.59	4,583.18	26,900.00	22,316.82	17.0
01-360-5340	TUITION REIMBURSEMENT	.00	.00	8,000.00	8,000.00	.0
01-360-5410	UTILITIES	453.93	908.65	.00	(908.65)	.0
01-360-5500	LIABILITY INSURANCE PREMIUM	.00	27,737.00	46,400.00	18,663.00	59.8
01-360-5510	RENTAL EQUIPMENT	.00	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	8,995.75	29,488.09	111,600.00	82,111.91	26.4
01-360-5610	EQUIPMENT MAINTENANCE	1,319.77	5,582.83	16,500.00	10,917.17	33.8
01-360-5611	RADIO MAINTENANCE	636.76	636.76	1,000.00	363.24	63.7
01-360-5700	OFFICE SUPPLIES	492.46	1,207.82	7,500.00	6,292.18	16.1
01-360-5710	OPERATING SUPPLIES	.00	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	2,031.49	3,516.81	25,700.00	22,183.19	13.7
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	.00	4,039.67	15,205.00	11,165.33	26.6
	TOTAL PUBLIC SAFETY	399,999.00	986,225.31	4,896,720.00	3,910,494.69	20.1
	PUBLIC SAFETY-SPECIAL ACCT EXP					
01-365-5981	DUI EXPENSE	3,273.00	1,974.33	20,000.00	18,025.67	9.9
01-365-5982	NARCOTICS EXPENSE	.00	700.00	.00	(700.00)	.0
01-365-5983	SEIZED ASSET - EXPENSE	317.25	317.25	.00	(317.25)	.0
	TOTAL PUBLIC SAFETY-SPECIAL ACCT EXP	3,590.25	2,991.58	20,000.00	17,008.42	15.0

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REIMBURSABLE EXP					
01-370-4101	RETIREE HEALTH INSURANCE	414.00	4,178.00	80,039.00	75,861.00	5.2
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	414.00	4,178.00	106,789.00	102,611.00	3.9
	OTHER EXPENSES					
01-380-5970	REFUNDS	132.58	132.58	2,000.00	1,867.42	6.6
01-380-5975	SALES TAX REBATE	41,729.34	26,486.75	168,000.00	141,513.25	15.8
01-380-5999	MISCELLANEOUS EXPENSE	.00	.00	1,500.00	1,500.00	.0
	TOTAL OTHER EXPENSES	41,861.92	26,619.33	171,500.00	144,880.67	15.5
	GRANTS					
01-390-5900	GRANT - GENERAL EXPENSE	.00	.00	1,500.00	1,500.00	.0
01-390-5910	GRANT - VOCA EXPENSE	.00	6,673.97	.00	(6,673.97)	.0
01-390-5947	GRANT-POLICE TOBACCO EXPENSE	.00	50.00	.00	(50.00)	.0
	TOTAL GRANTS	.00	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	.00	20,969.13	41,972.00	21,002.87	50.0
	TOTAL DEBT SERVICE	.00	20,969.13	186,972.00	166,002.87	11.2
	TOTAL FUND EXPENDITURES	608,701.51	1,584,459.67	8,448,441.00	6,863,981.33	18.8
	NET REVENUE OVER EXPENDITURES	172,671.76	368,669.36	128,119.16	(240,550.20)	287.8

MOTOR FUEL TAX FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
11-100-3800	INTEREST INCOME	2,290.13	6,431.12	5,000.00	(1,431.12)	128.6
	TOTAL REVENUES	2,290.13	6,431.12	5,000.00	(1,431.12)	128.6
	INTERGOVERNMENTAL REVENUES					
11-110-3120	MOTOR FUEL TAX	31,397.87	102,872.39	415,000.00	312,127.61	24.8
	TOTAL INTERGOVERNMENTAL REVENUES	31,397.87	102,872.39	415,000.00	312,127.61	24.8
	TOTAL FUND REVENUE	33,688.00	109,303.51	420,000.00	310,696.49	26.0

CITY OF PROSPECT HEIGHTS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2018

MOTOR FUEL TAX FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENSES					
11-300-5100	PROFESSIONAL SERVICES	392.61	392.61	.00	(392.61)	.0
11-300-5632	ICE CONTROL MAINTENANCE	.00	.00	50,000.00	50,000.00	.0
	TOTAL EXPENSES	392.61	392.61	50,000.00	49,607.39	.8
	TOTAL FUND EXPENDITURES	392.61	392.61	50,000.00	49,607.39	.8
	NET REVENUE OVER EXPENDITURES	33,295.39	108,910.90	370,000.00	261,089.10	29.4

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2018

PALATINE/MILWAUKEE TIF FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
12-100-3000	REAL ESTATE TAXES	312,277.85	337,825.64	670,000.00	332,174.36	50.4
12-100-3800	INTEREST INCOME	41.82	629.59	.00	(629.59)	.0
12-100-3899	MISCELLANEOUS INCOME	.00	64.37	.00	(64.37)	.0
	TOTAL REVENUES	312,319.67	338,519.60	670,000.00	331,480.40	50.5
	TOTAL FUND REVENUE	312,319.67	338,519.60	670,000.00	331,480.40	50.5

PALATINE/MILWAUKEE TIF FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENSES					
12-300-5100	PROFESSIONAL SERVICES	650.00	3,025.00	.00	(3,025.00)	.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	650.00	3,025.00	2,250.00	(775.00)	134.4
	TOTAL FUND EXPENDITURES	650.00	3,025.00	2,250.00	(775.00)	134.4
	NET REVENUE OVER EXPENDITURES	311,669.67	335,494.60	667,750.00	332,255.40	50.2

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2018

TOURISM DISTRICT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
13-100-3020	HOTEL TAXES	98,058.72	249,394.48	845,000.00	595,605.52	29.5
13-100-3800	INTEREST INCOME	125.48	225.06	125.00	(100.06)	180.1
	TOTAL REVENUES	98,184.20	249,619.54	845,125.00	595,505.46	29.5
	TOTAL FUND REVENUE	98,184.20	249,619.54	845,125.00	595,505.46	29.5

CITY OF PROSPECT HEIGHTS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2018

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	10,441.00	27,851.05	103,500.00	75,648.95	26.9
13-300-5310	MEMBERSHIPS	55,620.00	55,620.00	63,000.00	7,380.00	88.3
13-300-5401	SERVICE CHARGE - GENERAL FUND	5,833.33	17,499.99	70,000.00	52,500.01	25.0
13-300-5920	GRANT - HOTELS	.00	56,840.75	288,650.00	231,809.25	19.7
	TOTAL EXPENSES	71,894.33	159,906.79	528,150.00	368,243.21	30.3
	OTHER FINANCING USES					
13-600-8090	INTERFUND TRANSFER OUT	72,162.50	372,162.50	288,650.00	(83,512.50)	128.9
	TOTAL OTHER FINANCING USES	72,162.50	372,162.50	288,650.00	(83,512.50)	128.9
	TOTAL FUND EXPENDITURES	144,056.83	532,069.29	816,800.00	284,730.71	65.1
	NET REVENUE OVER EXPENDITURES	(45,872.63)	(282,449.75)	28,325.00	310,774.75	(997.2)

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2018

DEA SEIZURE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
16-100-3551	POLICE REVENUE-TASK FORCE	.00	21,066.82	.00	(21,066.82)	.0
16-100-3800	INTEREST INCOME	230.73	670.45	.00	(670.45)	.0
	TOTAL REVENUES	230.73	21,737.27	.00	(21,737.27)	.0
	TOTAL FUND REVENUE	230.73	21,737.27	.00	(21,737.27)	.0

CITY OF PROSPECT HEIGHTS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2018

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	659.25	4,000.00	3,340.75	16.5
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	659.25	77,500.00	76,840.75	.9
	CAPITAL OUTLAY GENERAL					
16-500-7020	EQUIPMENT - CAPITAL	4,839.38	4,839.38	60,000.00	55,160.62	8.1
	TOTAL CAPITAL OUTLAY GENERAL	4,839.38	4,839.38	60,000.00	55,160.62	8.1
	TOTAL FUND EXPENDITURES	4,839.38	5,498.63	137,500.00	132,001.37	4.0
	NET REVENUE OVER EXPENDITURES	(4,608.65)	16,238.64	(137,500.00)	(153,738.64)	11.8

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2018

SOLID WASTE DISPOSAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
17-100-3355	SOLID WASTE FEES	38,542.50	115,643.00	475,000.00	359,357.00	24.4
17-100-3800	INTEREST INCOME	220.88	535.74	2,500.00	1,964.26	21.4
	TOTAL REVENUES	38,763.38	116,178.74	477,500.00	361,321.26	24.3
	TOTAL FUND REVENUE	38,763.38	116,178.74	477,500.00	361,321.26	24.3

SOLID WASTE DISPOSAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENSES					
17-300-5401	SERVICE CHARGE - GENERAL FUND	10,250.00	30,750.00	123,000.00	92,250.00	25.0
17-300-5420	SWANCC CHARGES	.00	81,272.58	327,726.00	246,453.42	24.8
	TOTAL EXPENSES	10,250.00	112,022.58	450,726.00	338,703.42	24.9
	TOTAL FUND EXPENDITURES	10,250.00	112,022.58	450,726.00	338,703.42	24.9
	NET REVENUE OVER EXPENDITURES	28,513.38	4,156.16	26,774.00	22,617.84	15.5

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2018

PALATINE ROAD TIF FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
18-100-3000	REAL ESTATE TAXES	9,826.34	9,826.34	150,000.00	140,173.66	6.6
18-100-3800	INTEREST INCOME	43.36	128.23	100.00	(28.23)	128.2
	TOTAL REVENUES	9,869.70	9,954.57	150,100.00	140,145.43	6.6
	TOTAL FUND REVENUE	9,869.70	9,954.57	150,100.00	140,145.43	6.6

CITY OF PROSPECT HEIGHTS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2018

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	9,869.70	9,954.57	(140,025.00)	(149,979.57)	7.1

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	8.11	24.05	.00	(24.05)	.0
	TOTAL REVENUES	8.11	121.73	.00	(121.73)	.0
	TOTAL FUND REVENUE	8.11	121.73	.00	(121.73)	.0
	NET REVENUE OVER EXPENDITURES	8.11	121.73	.00	(121.73)	.0

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2018

SSA #2

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
22-100-3800	INTEREST INCOME	22.52	68.87	.00	(68.87)	.0
	TOTAL REVENUES	22.52	68.87	.00	(68.87)	.0
	TOTAL FUND REVENUE	22.52	68.87	.00	(68.87)	.0

CITY OF PROSPECT HEIGHTS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2018

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	22.52	68.87	(38,153.00)	(38,221.87)	.2

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	128.50	384.16	.00	(384.16)	.0
	TOTAL REVENUES	128.50	493.53	.00	(493.53)	.0
	TOTAL FUND REVENUE	128.50	493.53	.00	(493.53)	.0

CITY OF PROSPECT HEIGHTS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2018

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	128.50	493.53	(328,265.00)	(328,758.53)	.2

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2018

SSA #4

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
24-100-3800	INTEREST INCOME	18.76	57.92	.00	(57.92)	.0
	TOTAL REVENUES	18.76	57.92	.00	(57.92)	.0
	TOTAL FUND REVENUE	18.76	57.92	.00	(57.92)	.0

CITY OF PROSPECT HEIGHTS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2018

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	18.76	57.92	(36,719.00)	(36,776.92)	.2

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2018

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	43.81	142.99	275.00	132.01	52.0
	TOTAL REVENUES	43.81	1,398.66	25,275.00	23,876.34	5.5
	TOTAL FUND REVENUE	43.81	1,398.66	25,275.00	23,876.34	5.5

SSA #5

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENSES					
25-300-5050	SYSTEM MAINTENANCE	706.12	1,458.95	9,000.00	7,541.05	16.2
25-300-5100	PROFESSIONAL SERVICES	.00	570.00	25,000.00	24,430.00	2.3
25-300-5500	LIABILITY INSURANCE	.00	438.00	.00	(438.00)	.0
	TOTAL EXPENSES	706.12	2,466.95	34,000.00	31,533.05	7.3
	TOTAL FUND EXPENDITURES	706.12	2,466.95	34,000.00	31,533.05	7.3
	NET REVENUE OVER EXPENDITURES	(662.31)	(1,068.29)	(8,725.00)	(7,656.71)	(12.2)

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 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	129.87	395.82	750.00	354.18	52.8
	TOTAL REVENUES	129.87	7,299.69	125,911.00	118,611.31	5.8
	TOTAL FUND REVENUE	129.87	7,299.69	125,911.00	118,611.31	5.8

CITY OF PROSPECT HEIGHTS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2018

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
28-300-5500	LIABILITY INSURANCE	.00	656.00	.00	(656.00)	.0
28-300-7020	EQUIPMENT	218.33	327.63	.00	(327.63)	.0
	TOTAL EXPENSES	218.33	1,073.23	23,000.00	21,926.77	4.7
	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	218.33	1,073.23	125,000.00	123,926.77	.9
	NET REVENUE OVER EXPENDITURES	(88.46)	6,226.46	911.00	(5,315.46)	683.5

CAPITAL IMPROVEMENTS

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

CITY OF PROSPECT HEIGHTS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2018

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	81,655.97	90,755.97	1,731,720.00	1,640,964.03	5.2
30-550-7060	SIDEWALKS	.00	16,120.50	79,279.00	63,158.50	20.3
30-550-7063	DRAINAGE IMPROVEMENTS	1,082.00	1,082.00	232,000.00	230,918.00	.5
30-550-7064	DRAINAGE IMPR - WILLOW RD	.00	375.00	.00	(375.00)	.0
	TOTAL DEPARTMENT 550	82,737.97	108,333.47	2,253,749.00	2,145,415.53	4.8
	TOTAL FUND EXPENDITURES	82,737.97	108,333.47	2,253,749.00	2,145,415.53	4.8
	NET REVENUE OVER EXPENDITURES	(82,737.97)	191,666.53	(2,253,749.00)	(2,445,415.53)	8.5

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2018

ROAD CONSTRUCTION DEBT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
41-100-3000	REAL ESTATE TAXES	337,078.42	349,043.42	1,298,705.00	949,661.58	26.9
41-100-3800	INTEREST INCOME	344.82	1,540.14	2,500.00	959.86	61.6
	TOTAL REVENUES	337,423.24	350,583.56	1,301,205.00	950,621.44	26.9
	TOTAL FUND REVENUE	337,423.24	350,583.56	1,301,205.00	950,621.44	26.9

CITY OF PROSPECT HEIGHTS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2018

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	550.00	1,000.00	850.00	(150.00)	117.7
	TOTAL EXPENSES	550.00	1,000.00	2,350.00	1,350.00	42.6
	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	550.00	140,392.50	1,301,135.00	1,160,742.50	10.8
	NET REVENUE OVER EXPENDITURES	336,873.24	210,191.06	70.00	(210,121.06)	30027

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2018

SSA #6 DEBT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
46-100-3000	REAL ESTATE TAXES	54,728.00	54,728.00	237,142.00	182,414.00	23.1
46-100-3800	INTEREST INCOME	31.05	140.10	500.00	359.90	28.0
	TOTAL REVENUES	54,759.05	54,868.10	237,642.00	182,773.90	23.1
	TOTAL FUND REVENUE	54,759.05	54,868.10	237,642.00	182,773.90	23.1

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	54,759.05	(1,203.15)	500.00	1,703.15	(240.6)

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2018

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
51-100-3800	INTEREST INCOME	2,776.87	7,838.62	7,500.00	(338.62)	104.5
51-100-3880	WATER SALES	20,712.58	63,464.52	257,000.00	193,535.48	24.7
51-100-3881	WATER DELIVERY CHARGE	29,255.38	87,457.27	370,000.00	282,542.73	23.6
51-100-3882	WATER INFRASTRUCTURE RESERVE	12,605.54	37,684.54	150,000.00	112,315.46	25.1
51-100-3883	WATER DEBT RETIREMENT CHARGE	6,583.01	19,704.74	75,000.00	55,295.26	26.3
51-100-3885	PENALTY	262.82	584.77	2,500.00	1,915.23	23.4
	TOTAL REVENUES	72,196.20	216,734.46	862,000.00	645,265.54	25.1
	TOTAL FUND REVENUE	72,196.20	216,734.46	862,000.00	645,265.54	25.1

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENSES					
51-300-4000	WAGES	5,574.80	14,924.58	73,200.00	58,275.42	20.4
51-300-4010	OVERTIME	86.10	645.75	5,000.00	4,354.25	12.9
51-300-4100	HEALTH INSURANCE	2,076.50	17,779.50	26,800.00	9,020.50	66.3
51-300-4110	LIFE INSURANCE	.00	20.48	150.00	129.52	13.7
51-300-4200	SOCIAL SECURITY	350.80	964.89	5,200.00	4,235.11	18.6
51-300-4210	MEDICARE	82.05	225.68	1,250.00	1,024.32	18.1
51-300-4220	IMRF	879.71	1,563.31	10,600.00	9,036.69	14.8
51-300-5000	BUILDING MAINTENANCE	.00	.00	4,000.00	4,000.00	.0
51-300-5050	SYSTEM MAINTENANCE	590.44	6,024.05	56,000.00	49,975.95	10.8
51-300-5100	PROFESSIONAL SERVICES	3,941.71	14,796.19	25,000.00	10,203.81	59.2
51-300-5101	AUDIT	2,475.00	2,475.00	34,500.00	32,025.00	7.2
51-300-5200	POSTAGE	.00	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	.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	1,187.03	2,441.24	15,000.00	12,558.76	16.3
51-300-5412	WATER	18,857.70	58,750.77	235,000.00	176,249.23	25.0
51-300-5430	CREDIT CARD & BANK CHARGES	861.75	2,643.56	7,500.00	4,856.44	35.3
51-300-5500	LIABILITY INSURANCE	.00	14,675.00	27,600.00	12,925.00	53.2
51-300-5530	WORKERS COMPENSATION INSURANCE	231.07	1,238.89	2,900.00	1,661.11	42.7
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	37,194.66	140,601.54	562,500.00	421,898.46	25.0
	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	.00	99,495.00	106,000.00	6,505.00	93.9
	TOTAL CAPITAL OUTLAY GENERAL	.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 3 MONTHS ENDING JULY 31, 2018

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	37,194.66	250,651.54	879,610.00	628,958.46	28.5
NET REVENUE OVER EXPENDITURES	35,001.54	(33,917.08)	(17,610.00)	16,307.08	(192.6)

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2018

PARKING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
52-100-3330	PARKING FEES	4,392.98	16,858.43	64,000.00	47,141.57	26.3
	TOTAL REVENUES	4,392.98	16,858.43	64,000.00	47,141.57	26.3
	TOTAL FUND REVENUE	4,392.98	16,858.43	64,000.00	47,141.57	26.3

CITY OF PROSPECT HEIGHTS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 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	893.87	1,483.54	9,500.00	8,016.46	15.6
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	893.87	1,483.54	94,450.00	92,966.46	1.6
	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	893.87	1,483.54	126,450.00	124,966.46	1.2
	NET REVENUE OVER EXPENDITURES	3,499.11	15,374.89	(62,450.00)	(77,824.89)	24.6

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2018

SANITARY SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
53-100-3884	SANITARY SEWER CHARGES	205,336.35	206,588.35	672,000.00	465,411.65	30.7
53-100-3885	PENALTY	2,711.84	2,694.97	.00	(2,694.97)	.0
	TOTAL REVENUES	208,048.19	209,283.32	672,000.00	462,716.68	31.1
	TOTAL FUND REVENUE	208,048.19	209,283.32	672,000.00	462,716.68	31.1

SANITARY SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENSES					
53-300-4000	WAGES	982.80	2,631.32	62,800.00	60,168.68	4.2
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	162.67	3,900.00	3,737.33	4.2
53-300-4210	MEDICARE	14.22	38.07	950.00	911.93	4.0
53-300-4220	IMRF	121.48	242.07	8,000.00	7,757.93	3.0
53-300-5050	SYSTEM MAINTENANCE	.00	.00	72,000.00	72,000.00	.0
53-300-5100	PROFESSIONAL SERVICES	1,501.85	4,465.85	57,000.00	52,534.15	7.8
53-300-5101	AUDIT	2,475.00	2,475.00	33,000.00	30,525.00	7.5
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
53-300-5500	LIABILITY INSURANCE	.00	3,338.00	.00	(3,338.00)	.0
53-300-5530	WORKER'S COMP INSURANCE	57.77	1,065.59	1,000.00	(65.59)	106.6
	TOTAL EXPENSES	5,213.88	14,418.57	258,275.00	243,856.43	5.6
	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	5,213.88	14,418.57	450,775.00	436,356.43	3.2
	NET REVENUE OVER EXPENDITURES	202,834.31	194,864.75	221,225.00	26,360.25	88.1

POLICE PENSION

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
71-100-3000	REAL ESTATE TAXES	93,188.16	96,212.79	350,000.00	253,787.21	27.5
71-100-3800	INTEREST INCOME	17.54	47.00	75,000.00	74,953.00	.1
71-100-3860	CITY CONTRIBUTION	.00	.00	447,149.00	447,149.00	.0
71-100-3861	EMPLOYEE CONTRIBUTION	17,190.14	50,262.44	210,000.00	159,737.56	23.9
	TOTAL REVENUES	110,395.84	146,522.23	1,082,149.00	935,626.77	13.5
	TOTAL FUND REVENUE	110,395.84	146,522.23	1,082,149.00	935,626.77	13.5

CITY OF PROSPECT HEIGHTS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2018

POLICE PENSION

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENSES					
71-300-4232	DISABILITY BENEFITS	10,981.60	32,944.80	135,000.00	102,055.20	24.4
71-300-4233	PENSION PAYMENTS	53,674.79	153,259.93	610,000.00	456,740.07	25.1
71-300-5100	PROFESSIONAL SERVICES	5,359.08	10,577.41	25,000.00	14,422.59	42.3
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	70,015.47	196,782.14	808,500.00	611,717.86	24.3
	TOTAL FUND EXPENDITURES	70,015.47	196,782.14	808,500.00	611,717.86	24.3
	NET REVENUE OVER EXPENDITURES	40,380.37	(50,259.91)	273,649.00	323,908.91	(18.4)

ROAD & BUILDING BOND ESCROW

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
72-100-3899	MISCELLANEOUS INCOME	58.91	167.15	.00	(167.15)	.0
	TOTAL DEPARTMENT 100	58.91	167.15	.00	(167.15)	.0
	TOTAL FUND REVENUE	58.91	167.15	.00	(167.15)	.0

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	58.91	162.65	.00	(162.65)	.0

City of Prospect Heights
Department of Public Works
401 Piper Lane, Prospect Heights Illinois, 60070-6070
Office:847/398-6070 x 264 -FAX: 847/459-0618
www.prospect-heights.il.us

MEMORANDUM

Date: 8/1/2018

To: Joe Wade

Cc: Peter Falcone

From: Mark W. Roscoe, Superintendent of Public Works

Subject: Fresh Water Underground Tank Inspections- 2018

Joe,

We are due to have our water reservoirs inspected per IEPA guidelines this year. This was a forecasted expense that we budgeted in for 2018/2019.

Our two underground tanks have the capacity of 550,000 gallons of fresh water. Our last inspection was done in August 2013- The IEPA states the inspection and cleaning interval can vary based on the type of tank and water quality. Generally, a water storage tank should be inspected at least every five years, or more often, depending on local conditions. Cleaning and repairs should be addressed based on the findings of the tank inspection. Additional inspections between maintenance intervals are encouraged. The reason behind this is Water storage tanks need to be periodically inspected and cleaned to help maintain good water quality in the distribution system, and to help extend the life of the tank. Regular tank inspections can also help to identify small problems that may develop into major problems that can create health related issues, lead to costly repairs or premature tank failure. Tanks that are not periodically cleaned can cause contamination events that can harm human health or can contribute to customers' aesthetic complaints. Tank inspection and cleaning can be done by draining the water tank. Another option becoming more popular is using divers or remotely operated vehicles (ROVs). Whichever method is selected, testing of the water according to American Water Works Association (AWWA) C652 is required. AWWA Standards are incorporated into Illinois Environmental Protection Agency (Agency) regulations by reference.

Our first choice is using a diver for inspections. This is a simpler process and more environmentally friendly as we are not draining out 550,000 gallons of water. We are due for required testing and there are two company's we received bids from- J.F. Brennan Company –total cost $7,250 for both tanks, and Dixon Inspection Service for $5,630 for both tanks. As a reference the cost in 2013 was $4,250.

My recommendation is to contract Dixon Inspection Services $5,630.00 to complete our IEPA tank inspections. They are a well-established service provider with decades of work in the water industry.

Thank You, Mark Roscoe

DIXON
ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY

4811 S. 76th St. Ste. 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

July 30, 2018

Mr. Sean Heber
Village of Prospect Heights
8 N. Elmhurst Road
Prospect Heights, IL 60070

Subject: Inspection Services Proposal for 250,000 Gallon Concrete Reservoir

Dear Mr. Heber:

Enclosed is a preliminary maintenance proposal for a dive with float inspection of the 250,000 gallon concrete reservoir.

Our Proposal/Contract form consists of the Contract Provisions and Schedules A, B, and C. Schedule A includes a detailed Scope of Services for both the Owner and DIXON. Schedule B includes fees and terms of payment. Schedule C provides billing rates for additional services that may be provided during the inspection. The Proposal/Contract form becomes a Contract when the proposal is accepted and signed by the Owner, and then signed by DIXON.

We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to contact me at (414) 429-3430 or kayla.mulcahy@dixonengineering.net.

250,000 GAL
$2,815.00

FOR DIXON ENGINEERING, INC.,

Kayla Mulcahy

Kayla Mulcahy
Project Manager

$2815.00
2815.00
$5,630.00
BOTH TANKS

Enclosure

TANK #1

1 of 3

DIXON
ENGINEERING & INSPECTION SERVICES FOR THE COATING INDUSTRY

4811 S. 76th St. Ste. 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

SHORT FORM OF AGREEMENT BETWEEN OWNER AND DIXON FOR PROFESSIONAL SERVICES

250,000 Gallon Concrete Reservoir, #99-16-32-02

THIS IS AN AGREEMENT effective as of [________________] ("Effective Date") between [**Village of Prospect Heights, Illinois**] ("Owner") and Engineer ("Dixon Engineering, Inc.").

1.01 SIGNATURES:

Kayla Mulcahy, Project Manager — July 30, 2018
PROPOSED by DIXON (not a contract until approved by Project Manager or Officer) — Proposal Date

____
CONTRACT Approved by Owner — Position — Date

____
CO SIGNATURE (If Required) — Date

____
CONTRACT APPROVED by DIXON PROJECT MANAGER — Date

Address for OWNER'S receipt of Notices
____
____
____

Address for DIXON'S receipt of Notices
4811 S. 76th St. Ste. 109
Greenfield, WI 53220

1.02 CONTRACT/PROPOSAL:

A. Signatures acknowledge that this Contract consists of **10** pages.

B. Owner's Project, of which DIXON's services under this Agreement are a part, is generally identified as follows: [**250,000 Gallon Concrete Reservoir**] ("Project").

C. DIXON's services under this Agreement are generally identified as follows, and further definition of Services by both Owner and DIXON are included as **Preliminary Maintenance Inspection Services (Dive & Float) per Schedule A**

TANK #1

2 of 3

Owner and DIXON further agree as follows:

2.01 BASIC AGREEMENT:

A. DIXON shall provide or furnish the Services set forth in this Agreement. Services are delineated for both the Owner and DIXON in Schedule A – Scope of Services. If authorized by Owner, or if required because of changes in the Project, DIXON shall furnish services in addition to those set forth above ("Additional Services").

B. DIXON shall complete its Services within a reasonable period of time.

C. If, through no fault of DIXON, such periods of time or dates are changed, or the orderly and continuous progress of DIXON's Services is impaired, or DIXON's Services are delayed or suspended, then the time for completion of DIXON's Services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably.

3.01 PAYMENT PROCEDURES:

A. *Invoices:* DIXON will prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Additional financial terms are found in Schedule B.

B. *Payment:* As compensation for DIXON providing or furnishing Services and Additional Services, Owner shall pay DIXON as set forth in Paragraphs 3.01 (Payment Procedures), 3.02 (Basis of Payment), and 3.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

3.02 BASIS OF PAYMENT:

A. Owner shall pay DIXON for services as follows:

1. Lump Sum amount of **Two Thousand, Eight Hundred, and Fifteen Dollars** (**$2,815.00**). See Schedule B for cost breakdown of services.

3.03 ADDITIONAL SERVICES: For Additional Services, Owner shall pay DIXON an amount equal to the cumulative hours charged in providing the Additional Services by each of DIXON's employees, times standard hourly rates for each applicable billing classification; plus reimbursement of expenses incurred in connection with providing the Additional Services and DIXON's consultants' charges, if any. DIXON's standard hourly rates and terms are attached as Schedule C.

4.01 ATTACHMENTS:

1. Schedule A – Scope of Work of both the Owner and DIXON.
2. Schedule B – Cost breakdown per phase of Work and Additional Terms of Payments.
3. Schedule C – DIXON Employee Billable Rates and Terms.

TANK
\# 1

3 of 3

DIXON
ENGINEERING & INSPECTION SERVICES FOR THE COATING INDUSTRY

4811 S. 76th St. Ste. 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

July 30, 2018

Mr. Sean Heber
Village of Prospect Heights
8 N. Elmhurst Road
Prospect Heights, IL 60070

Subject: Inspection Services Proposal for 300,000 Gallon Concrete Reservoir

Dear Mr. Heber:

Enclosed is a preliminary maintenance proposal for a dive with float inspection of the 300,000 gallon concrete reservoir.

Our Proposal/Contract form consists of the Contract Provisions and Schedules A, B, and C. Schedule A includes a detailed Scope of Services for both the Owner and DIXON. Schedule B includes fees and terms of payment. Schedule C provides billing rates for additional services that may be provided during the inspection. The Proposal/Contract form becomes a Contract when the proposal is accepted and signed by the Owner, and then signed by DIXON.

We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to contact me at (414) 429-3430 or kayla.mulcahy@dixonengineering.net.

300,000 GAL
$2815.00

FOR DIXON ENGINEERING, INC.,

Kayla Mulcahy

Kayla Mulcahy
Project Manager

TANK #2

Enclosure

DIXON
ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY

4811 S. 76th St. Ste. 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

SHORT FORM OF AGREEMENT BETWEEN OWNER AND DIXON FOR PROFESSIONAL SERVICES
300,000 Gallon Concrete Reservoir, #99-16-32-03

THIS IS AN AGREEMENT effective as of [__________________] ("Effective Date") between [**Village of Prospect Heights, Illinois**] ("Owner") and Engineer ("Dixon Engineering, Inc.").

1.01 SIGNATURES:

Kayla Mulcahy, Project Manager		July 30, 2018
PROPOSED by DIXON (not a contract until approved by Project Manager or Officer)		Proposal Date
CONTRACT Approved by Owner	Position	Date
CO SIGNATURE (If Required)		Date
CONTRACT APPROVED by DIXON PROJECT MANAGER		Date

Address for OWNER'S receipt of Notices	Address for DIXON'S receipt of Notices
____________________	4811 S. 76th St. Ste. 109
____________________	Greenfield, WI 53220
____________________	

1.02 CONTRACT/PROPOSAL:

A. Signatures acknowledge that this Contract consists of **10** pages.

B. Owner's Project, of which DIXON's services under this Agreement are a part, is generally identified as follows: [**300,000 Gallon Concrete Reservoir**] ("Project").

C. DIXON's services under this Agreement are generally identified as follows, and further definition of Services by both Owner and DIXON are included as **Preliminary Maintenance Inspection Services (Dive & Float) per Schedule A**

Owner and DIXON further agree as follows:

2.01 BASIC AGREEMENT:

A. DIXON shall provide or furnish the Services set forth in this Agreement. Services are delineated for both the Owner and DIXON in Schedule A – Scope of Services. If authorized by Owner, or if required because of changes in the Project, DIXON shall furnish services in addition to those set forth above ("Additional Services").

B. DIXON shall complete its Services within a reasonable period of time.

C. If, through no fault of DIXON, such periods of time or dates are changed, or the orderly and continuous progress of DIXON's Services is impaired, or DIXON's Services are delayed or suspended, then the time for completion of DIXON's Services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably.

3.01 PAYMENT PROCEDURES:

A. *Invoices:* DIXON will prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Additional financial terms are found in Schedule B.

B. *Payment:* As compensation for DIXON providing or furnishing Services and Additional Services, Owner shall pay DIXON as set forth in Paragraphs 3.01 (Payment Procedures), 3.02 (Basis of Payment), and 3.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

3.02 BASIS OF PAYMENT:

A. Owner shall pay DIXON for services as follows:

1. Lump Sum amount of **Two Thousand, Eight Hundred, and Fifteen Dollars** (**$2,815.00**). See Schedule B for cost breakdown of services.

3.03 ADDITIONAL SERVICES: For Additional Services, Owner shall pay DIXON an amount equal to the cumulative hours charged in providing the Additional Services by each of DIXON's employees, times standard hourly rates for each applicable billing classification; plus reimbursement of expenses incurred in connection with providing the Additional Services and DIXON's consultants' charges, if any. DIXON's standard hourly rates and terms are attached as Schedule C.

4.01 ATTACHMENTS:

1. Schedule A – Scope of Work of both the Owner and DIXON.
2. Schedule B – Cost breakdown per phase of Work and Additional Terms of Payments.
3. Schedule C – DIXON Employee Billable Rates and Terms.

SCHEDULE A

Preliminary Maintenance Inspection (Dive & Float)

300,000 Gallon Concrete Reservoir, #99-16-32-03

Prospect Heights, Illinois

A. Scope of Services Performed by Owner (Dive):

1. Provide scheduling for mutually agreeable inspection date.
2. Provide access to DIXON personnel to all areas scheduled for inspection.
3. Provide insurance for Owner's personnel. They are not covered by DIXON's insurance.
4. Perform bacteriological testing after completion of the inspection.
5. Operate the system at higher capacity or near overflow with the tank out-of-service or with low positive flow.

B. Scope of Services Performed by Owner (Float):

1. Provide scheduling for mutually agreeable inspection date.
2. Provide access to DIXON personnel to all areas scheduled for inspection.
3. Provide insurance for Owner's personnel. They are not covered by DIXON's insurance.
4. Maintain water level at full capacity, or a level which allows a raft and inspector access without interference with the roof.
5. The Owner is not required to provide personnel to climb the tank; however, he is welcome to do so. A hard hat is required on this employee and any employee on the ground. DIXON does carry additional safety harnesses which can be used by the Owner's personnel; however, if the tank contains a fall prevention device, that device shall be used. DIXON personnel carry their own personal safety equipment for that purpose. DIXON will assist the Owner's personnel in inspecting the exterior of the tank on the balcony and roof. If there is a bottom manhole into the wet interior of a sphere, hydropillar, or composite, or a ladder from the roof manhole, the Owner's personnel may enter. If DIXON is required to rig the tank using their own rope ladder and/or rigged line for descent through the riser, the Owner's personnel will not be allowed access. Owner's personnel shall not be permitted in the interior of the tank.
6. Operate the system or isolate the tank with the tank in-service at full capacity.

C. Scope of Services Performed by DIXON (Dive):

1. Perform visual inspection of concrete reservoir.
2. Inspect concrete surfaces for spalling, erosion, or other deterioration.
3. Inspect concrete for cracking and quantify cracks, if any.

4. Visually inspect concrete for evidence of corrosion or rebar, quantify exposed rebar, and condition, if any. (Note: Corrosion study of covered rebar will not be performed.)

5. Inspect the exterior coating.

6. Review all exterior appurtenances for damage due to corrosion.

7. Review the exterior of the exposed foundations.

8. Review all safety requirements for ladders, cages, etc.

9. Review all health requirements of the tank, including screening of the vent, overflow pipe, and other possible contamination sources. Notification of failed areas will be provided to the Owner on site.

10. Prepare a report documenting all items found and recommendations for repair, including budgetary items. The engineering report is to include: Conclusions and recommendations, base report, and digital photographs with descriptions.

D. Scope of Services Performed by DIXON (Float):

1. Interior roof to be inspected by inflatable raft. Inspection results will be documented in final report described in DIXON Dive Scope of Services.

SCHEDULE B

Preliminary Maintenance Inspection (Dive & Float)

300,000 Gallon Concrete Reservoir, #99-16-32-03

Prospect Heights, Illinois

1. Payment for Items 1 through 9, DIXON (Float) Scope of Services, travel time, and preparation of report as outlined in Schedule A –Scope of Services Performed by DIXON is a lump sum amount of $**2,815.00**.

2. All DIXON service invoices which are paid within ten (10) days of date of issue shall be discounted (Owner's favor) one percent (1%).

3. All DIXON service invoices which are outstanding more than sixty (60) days from invoice date shall be assessed (DIXON's favor) one percent (1%) per month interest from date thirty days after invoice date.

SCHEDULE C
Illinois, Iowa, Minnesota, and Wisconsin
Employee Billable Rates and Terms

Labor Class	Per Hour	Overtime Rate*
Principal	$259.00	
Expert Witness (Office, Travel & Court)	$250.00	
Associate	$175.00	$262.50
Project Manager	$150.00	$232.00
Assistant Project Manager	$104.00	$156.00
Registered Professional Engineer	$181.00	$271.50
Structural Engineer	$155.00	$232.50
Staff Engineer	$129.00	$193.50
CAWI or CWI Welding Inspector	$129.00	$193.50
Certified NACE Inspector	$129.00	$193.50
Resident Project Representative – Level III	$98.00	$147.00
Resident Project Representative – Level II	$88.00	$132.00
Resident Project Representative – Level I	$78.00	$117.00
Contract Support Staff	$104.00	$156.00
Project or Board Meetings	Time & Expenses – Including Preparation Time**	

*All Saturday, Sunday, and holiday inspections, plus any time over 40 hours per week are at overtime rate. Overtime rate is 1 ½ times the hourly rate. Overtime rate does not apply to Principal.

**All meetings held on Saturday, Sunday, or holidays are considered overtime for invoicing purposes.

Expenses	Metropolitan	Out-State
Mileage	$0.70/mile + tolls	$0.60/mile
Meals & Lodging	$155.00 per diem	$145.00 per diem
Without Lodging	$40.00 per diem	$35.00 per diem
Air Travel	Business fare from Chicago O'Hare, Des Moines, Minneapolis, Madison, or Milwaukee + full size car rental	
Material (gaskets, cathodic caps, light bulbs, vent screens, etc.)	Labor & Material + 20%	

FEES EFFECTIVE THROUGH: December 31, 2018

Revised: 11/07/2017

Owner and DIXON further agree as follows:

5.01 TERMINATION:

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay DIXON for its services is a substantial failure to perform and a basis for termination.

b. By DIXON:

1) upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or

2) upon seven days written notice if the DIXON's Services are delayed for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 7.01.I.

c. DIXON shall have no liability to Owner on account of a termination for cause by DIXON.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 5.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon DIXON's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 5.01, DIXON will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services

C. Effective Date of Termination: The terminating party under Paragraph 5.01.A.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Costs associated with any further work that is needed to prevent adverse impact on the project are to be negotiated and considered Additional Services.

6.01 SUCCESSORS, ASSIGNS, AND BENEFICIARIES:

A. Owner and DIXON are hereby bound and the successors, executors, administrators, and legal representatives of Owner and DIXON (and to the extent permitted by Paragraph 6.01.B the assigns of Owner and DIXON) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor DIXON may assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or DIXON to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

7.01 GENERAL CONSIDERATIONS:

A. The standard of care for all professional related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by DIXON. Subject to the foregoing standard of care, DIXON and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. DIXON shall not be responsible for the acts or omissions of any Constructor.

C. DIXON neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work without regard to DIXON's relation to that Work.

D. DIXON's opinions (if any) of probable construction cost are to be made on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, DIXON cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by DIXON. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. DIXON shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by DIXON or its consultants.

F. All documents prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by DIXON of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by DIXON, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by DIXON;
2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by DIXON, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to DIXON or to its officers, directors, members, partners, agents, employees, and consultants;
3. Owner shall indemnify and hold harmless DIXON and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by DIXON; and such limited license to Owner shall not create any rights in third parties.

G. Owner and DIXON may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

H. To the fullest extent permitted by law, Owner and DIXON (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that DIXON's total liability to Owner under this Agreement shall be limited to $100,000 or the total amount of compensation received by DIXON, whichever is greater.
1. *Limitation of Liability:* DIXON and Owner agree that they shall each be responsible for their own negligence and that neither party shall, under any circumstances, be responsible for the negligent acts or omissions of the other party.
2. *Percentage Share of Negligence*: To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, and all other negligent entities and individuals.

I. The parties acknowledge that DIXON's Services do not include any services related to unknown or undisclosed Constituents of Concern. If DIXON or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then DIXON may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
1. Constituents of Concern normally associated with coating projects can be hidden or occur as a result of the Work. These include metals and organic solvents. These material still are considered as Constituents of Concern only they are known or anticipated. But these constituents of concern, including lead, chrome, cadmium, mercury, and coating solvents shall not be a trigger for project termination by either DIXON or Owner.

J. Owner and DIXON agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If Owner/DIXON negotiations are unsuccessful in resolving the dispute, then the dispute shall be negotiated by a third party agreeable to both parties and the neutral negotiator's determination shall be legally binding on both parties.

K. This Agreement is to be governed by the law of the state in which the Project is located.

L. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

8.01 TOTAL AGREEMENT:

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 DEFINITIONS:

A. *Constructor* – Any person or entity (not including the DIXON, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

B. *Constituent of Concern* – Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

PROPOSAL #:5RJ18056 Prospect Heights Water Tank Inspections Divers

J. F. Brennan Company, Inc.

820 Bainbridge Street
La Crosse, WI 54602

Contact: Randy Jacobs

Ottawa Office: 501 Illinois AvenueOttawa, IL 61350

Phone: Direct: 608.519.5342 Cell: 815.343.4507

Date: 7/12/2018
Quote To: Sean Heber
City of Prospect Heights
Prospect Heights, IL
Phone: 847-398-6070 ext 267
Email: sheber@prospect-heights.org

Job Name: Prospect Heights Water Tank Inspections using Divers
Location:
Discription: Inspection of two water tanks using divers. Provide report and video.

Thank you for this opportunity.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Dive Mobilization	1.00	LS	1,590.00	1,590.00
20	Dive Inspection (Production)	1.00	LS	4,960.00	4,960.00
30	Dive Reports	1.00	LS	700.00	700.00
GRAND TOTAL					**$7,250.00**

FOR BOTH TANK'S QUOTE

NOTES:

This proposal includes the following:
- One (1) round trip mobilization from our Ottawa, IL office.
- Materials: By owner or others
- ADCI qualified dive team.
- If report is required please provide required information needed for observation and recording.
- Reasonable site access is assumed.
- Dive days will be billed out in full once the dive team is onsite.
- Expected duration:One (1) 10 hour day.
- Weekend and holiday work hours can be provided if requested.

This proposal excludes the following:
- Working with any hazardous materials.
- Disposal of materials and debris.
- Permits, licenses, or fees of any kind.
- Traffic control or railroad flagging.
- Utility location services.

$7,250.00 BOTH TANKS

Any repairs or modifications considered based on Brennan's inspection reports are recommendations only and based upon constructability and our knowledge of successful repairs previously performed in similar circumstances. These recommendations should be reviewed by a qualified individual for concurrence, to verify the recommended method will perform effectively, and to finalize the design details within appropriate codes and regulations.
It is assumed that a contract with mutually agreeable terms and conditions will be arrived at.
This proposal is good for 30 days.

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: May 23, 2018

To: Mayor Helmer and Alderman

cc: Joe Wade, City Administrator

From: Steven Berecz, City Engineer

Subject: Resolution R-18-20 Appropriating Motor Fuel Tax (MFT) Funds
Fiscal Year Ending April 30, 2019

BACKGROUND:

The expenditure of MFT funds requires the approval and supervision of the Illinois Department of Transportation. The first step for the municipality is a resolution which appropriates MFT funds for one or more purposes typically covering one fiscal year.

The attached Resolution R-18-20 appropriates $50,000 in MFT funds for the purchase of road salt for 2018-19. This is in the 2018-19 City Budget.

Upon adoption of the Resolution R-18-20, the City Clerk should provide four certified original copies that can be delivered to IDOT for approval.

ACTION:

Adopt resolution R-18-20 appropriating Motor Fuel Tax Funds

Illinois Department of Transportation

Resolution for Maintenance Under the Illinois Highway Code

Resolution Number	Resolution Type	Section Number
R-18-20	Original	19-00000-00-GM

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type) of Prospect Heights (Name of Local Public Agency) Illinois that there is hereby appropriated the sum of Fifty thousand Dollars ($50,000.00) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/18 (Beginning Date) to 04/30/19 (Ending Date).

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City (Local Public Agency Type) of Prospect Heights (Name of Local Public Agency) shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

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

I Wendy Morgan-Adams (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type) of Prospect Heights (Name of Local Public Agency) in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council (Governing Body Type) of Prospect Heights (Name of Local Public Agency) at a meeting held on ______ (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this ______ (Day) day of ______ (Month, Year).

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date

Municipal Estimate of Maintenance Costs

Illinois Department of Transportation

Submittal Type: Original

Local Public Agency	County	Section Number	Maintenance Period Beginning	Maintenance Period Ending
City of Prospect Heights	Cook	19-00000-00-GM	5/1/18	04/30/19

Estimated Cost of Maintenance Operations

Maintenance Operation (No. and Description)	Maint. Eng. Group	Insp. Req.	For Group I, IIA, IIB or III Item	Unit	Quantity	Unit Price	Item Cost	Est Total Operation Cost
Snow and Ice Removal - Salt	I	N	Salt	TN	781.25	$64.00	$50,000.00	$50,000.00

Add Row

Total Estimated Maintenance Operation Cost **$50,000.00**

Estimated Cost of Maintenance Engineering

Preliminary Engineering	$0.00
Engineering Inspection	$0.00
Material Testing	$0.00
Advertising	$0.00
Bridge Inspections	$0.00
Total Estimated Maintenance Engineering Cost	**$0.00**

Maintenance Program Estimated Costs

	Estimated Cost	MFT Portion	Other Funds
Maint Oper	$50,000.00	$50,000.00	$0.00
Maint Eng	$0.00	$0.00	$0.00
Totals	$50,000.00	$50,000.00	$0.00

Total Estimated Maintenance Cost **$50,000.00**

Submitted

Municipal Official

Date

Title

Mayor

Approved

Regional Engineer

Department of Transportation

Date

10C

Resolution for Improvement Under the Illinois Highway Code

Illinois Department of Transportation

Resolution Number	Resolution Type	Section Number
R-18-21	Original	14-00053-00-RS

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type) of Prospect Heights (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor)

For Roadway/Street improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
See attached				

For Structures:

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

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Consists of HMA pavement surface removal, utility structure adjustments, culvert removal and replacement, storm sewer installation, grading and shaping of ditches, parkway restoration with sod, driveway removal and replacement, HMA binder and surface courses and other required work to complete the improvements.

2. That there is hereby appropriated the sum of One million three hundred thousand and no cents Dollars ($1,300,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Wendy Morgan-Adams (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type) of Prospect Heights (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by Council (Governing Body Type) of Prospect Heights (Name of Local Public Agency) at a meeting held on August 27, 2018 (Date)

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this ______ (Day) day of ______ (Month, Year)

(SEAL)

Clerk Signature

Approved

Regional Engineer
Department of Transportation

Date

Section #14-00053-00-RS
City of Prospect Heights
Listing of Streets in Project

Kerry Court - Woodview Drive to End	870 feet
Pin Oak Drive - Kerry Court to End	166 feet
Meadow Ridge Lane - Kerry Court to Schoenbeck Road	1,081 feet
Drury Lane - Olive Street to Oakton Street	1,296 feet
Stratford Road - Rand Road to Oakton Street	1,377 feet
Forrest Avenue - Rand Road to Oakton Street	990 feet
Phelps Avenue - Rand Road to Oakton Street	640 feet
Pinecrest Drive - Piper Lane to Palatine Rd frontage	526 feet
Piper Lane - Wolf Road to Burning Bush	2,790 feet
Fairway Court - Fairway Drive to End	650 feet
Fairway Drive - Euclid Ave to Golfview Circle	838 feet
Golfview Circle - Fairway Drive to Ed	1,408 feet
Mandel Lane - Camp McDonald to Old Willow	2,605 feet
Alderman Avenue - Wolf Road to Mangel Lane	687 feet
Roberts Lane - Work Road to Mandel Lane	678 feet
Greystone Lane - Country Club Drive to End	357 feet
Williamsburg Lane - Country Club Drive to End	350 feet
Ferndale Lane - Country Club Drive to End	984 feet
Willow Hills Lane - Country Club Drive to End	468 feet
Edinburgh Lane - Country Club Drive to End	600 feet
Thistle Lane - Country club Drive to End	759 feet
Loch Lomond Lane - Country Club Drive to End	380 feet
Marion Avenue - Hillside Avenue to Wheeling Road	1,646 feet
E. Olive Avenue - Hillside Avenue to Wheeling Road	1,929 feet
E. Clarendon Street - Elmhurst Road to Wheeling Road	2,491 feet
Court Street - Elmhurst Road to Camp McDonald Road	595 feet
Maple Lane from Euclid to Marberry Drive	2,495 feet
Chester Lane - Euclid Avenue to Brook Road	801 feet
Brook Road - Maple Lane to School Lane	1,554 feet
School Lane - Euclid Ave to Wheeling Road	3,098 feet
Grove Place - Tully Place to End	400 feet
Owen Place - Tully Place to Camp McDonald Rd	2,929 feet
Tully Place - School Lane to End	925 feet
Marberry Drive - Elmhurst Road to School Lane	1,701 feet
Compton Lane - Maple Lane to Marberry Drive	584 feet
Mars Place - Elmhurst Road to Maple Lane	445 feet
Lanford Land - School Lane to Owen Place	659 feet
Lonsdale Road - School Lane to Wheeling Road	1,489 feet
Hawthorne Place - Elmhurst Road to Chester Lane	873 feet

To: Mayor Helmer and Members of the City Council

From: Joe Wade, City Administrator

Subject: Intergovernmental Agreement between The City of Prospect Heights and Cook County for $75,000 to be Used for Phase I Engineering, for the City's Wolf Road Sidewalk Connectivity Project

Background:

Last year the City was awarded a $170,000 grant from Cook County Department of Transportation's "Invest in Cook" Program, for a Wolf Road sidewalk, between Willow and Palatine Frontage. County officials were advised the City was in the process of applying for an Illinois Transportation Enhancement Program (ITEP) grant to supplement this approximately $900,000 project, with particularly expensive costs related to the placement of storm sewer culverts to fill in the Wolf Road drainage ditches.

Prospect Heights submitted a detailed ITEP grant application with a Council resolution and letters endorsing the project from Harper College and Pace Suburban Bus Agency, which maintains a bus stop without pedestrian access, and a local business..

Unfortunately, the City's application was understood to be late drop for consideration of this year's ITEP grants. As the Cook County award is not a savings account, County officials were notified, and graciously have restructured the grant to provide for Phase I Engineering, which will ultimately be needed for a Wolf Road sidewalk project.

The next round of ITEP grants is autumn, 2019. As Wolf Road presents a potentially dangerous situation (e.g. pedestrians walking on the edge of the road because they cannot walk in the ditches, snow forcing pedestrians further into the road and periodic cars going into the ditch) it is highly recommended the City reapply for the ITEP grant in 2019. ITEP is project specific, and cannot be used for other than grant specific transportation enhancement designated purposes.

Analysis

Cook County understands and supports the need of a Wolf Road sidewalk. The Agency's offer to reduce the amount to pay for Phase I engineering reaffirms their commitment and participation in a Wolf Road sidewalk, while recognizing the City failed in its last attempt to obtain an ITEP grant.

Recommendation

Approve the intergovernmental agreement for Phase I engineering services.

AN INITIATIVE OF: CONNECTING COOK COUNTY

INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT** (the "AGREEMENT") is entered into this _____ day of ______________, 2018, by and between the COUNTY OF COOK (the "COUNTY"), a body corporate and politic of the State of Illinois, acting by and through its DEPARTMENT OF TRANSPORTATION AND HIGHWAYS (the "DEPARTMENT"), and the CITY OF PROSPECT HEIGHTS (the "GRANTEE" or "CITY"), a municipal corporation of the State of Illinois. The COUNTY and GRANTEE are sometimes referred to herein collectively as the "PARTIES."

RECITALS

WHEREAS, the Chicago metropolitan area is the freight center of North America and a transportation hub for the nation with 266,000 companies and 3.8 million jobs; and

WHEREAS, the transportation infrastructure that was an essential element in the development of our regional economy needs to be maintained, updated, expanded, and improved in order for us to remain competitive and grow; and

WHEREAS, *Connecting Cook County,* the COUNTY's first long range transportation plan (LRTP) in 75 years, takes stock of our transportation assets, deficiencies and future needs; measures them against the community and economic opportunities that transportation can facilitate; and outlines a new direction and a more expansive role for the COUNTY in funding and collaborating on projects across jurisdictional boundaries and in achieving greater integration of the system across all transportation modes; and

WHEREAS, the LRTP identifies five key priorities: (1) prioritize transit and other transportation alternatives; (2) support the region's role as North America's freight capital; (3) promote equal access to opportunities; (4) maintain and modernize existing transportation facilities; and (5) increase investments in transportation; and

WHEREAS, Invest in Cook, an annual initiative of *Connecting Cook County*, gives local and regional governments and private partners the opportunity to apply for up to $8.5 million in transportation funds to cover the cost of planning and feasibility studies, engineering and construction of improvements that implement and advance the priorities set forth in the LRTP; and

WHEREAS, the COUNTY has agreed to award the CITY up to $75,000.00 of Invest in Cook funds toward the cost of a Phase I engineering study for the CITY's Wolf Road Sidewalk Connectivity Project (the "PROJECT"), herein designated as COUNTY section number 17-IICBP-05-SW; and

WHEREAS, the scope of work for the PROJECT consists of conducting a Phase I engineering study for the construction of a new 2,400-foot sidewalk along the east side of Wolf Road, linking Old Willow Road to Palatine Road; and

WHEREAS, the PROJECT implements the goals of the LRTP to

- prioritize transit and other transportation alternatives by filling gaps in the pedestrian network and providing safe pedestrian access to existing transit routes;

- promote equal access to opportunities for an underserved community;

- increase investments in transportation by leveraging other funding; and

WHEREAS, a map showing the PROJECT limits is incorporated into this AGREEMENT and attached hereto as EXHIBIT A; and

WHEREAS, the PARTIES by this instrument desire to determine and establish their respective responsibilities toward Phase I engineering, funding and reporting of the PROJECT; and

WHEREAS, the COUNTY by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1 *et seq*., and the Illinois Highway Code, 605 ILCS 5/1-101 *et seq*., is authorized to enter into this AGREEMENT; and

WHEREAS, the CITY by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized under Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

I. PHASE I ENGINEERING STUDY

A. The GRANTEE shall enter into a contract with a qualified consultant to complete a Phase I engineering study for the PROJECT.

B. In awarding and administering the contract, the GRANTEE shall comply with all applicable State and Federal statutes, rules, regulations and procedures.

C. Prior to execution, the COUNTY shall review the contract for conformance with the executed AGREEMENT.

D. The GRANTEE shall forward a copy of the contract to the COUNTY no later than 14 calendar days after execution.

E. Upon request by the COUNTY, the GRANTEE shall provide the COUNTY with copies of all deliverables produced by the consultant and submitted to the GRANTEE, including, but not limited to, any and all surveys, studies, reports, charts, maps, drawings, agreements, data, plans, specifications, estimates, plats, permits and special provisions.

F. The GRANTEE and/or its consultant shall coordinate and conduct any public meetings or hearings required by the Illinois Department of Transportation (IDOT) as part of the Phase I engineering study.

G. The GRANTEE and/or its consultant shall provide IDOT with any and all documents necessary to secure IDOT approval of the Project Development Report (PDR) for the PROJECT. Upon completion, the GRANTEE shall provide the COUNTY with one paper copy and an electronic copy of the final PDR.

H. The GRANTEE agrees to assume overall responsibility for the PROJECT, including ensuring that all required permits and joint participation and/or force account agreements are secured in support of the general PROJECT schedules and deadlines.

I. The COUNTY shall grant and consent to any and all permits, rights of access (ingress or egress), and temporary use of its property within the PROJECT limits to the GRANTEE and/or its agents, without charge of permit fees to the GRANTEE. Any permit for rights of access and/or temporary use of any of the COUNTY's property shall not be unreasonably withheld by the COUNTY.

J. All submittals required under this section of the AGREEMENT shall be directed to the Bureau Chief of Project Development, Cook County Department of Transportation and Highways, 69 W. Washington Street, 23rd Floor, Chicago, IL 60602.

II. FINANCES

A. It is agreed by the PARTIES that the total estimated cost of the Phase I engineering study for the PROJECT is $75,000.00.

B. The GRANTEE agrees to pay all actual PROJECT-related costs, including, but not limited to, the cost of the Phase I engineering study, subject to reimbursement by the COUNTY as hereinafter stipulated.

C. The COUNTY agrees to reimburse the GRANTEE up to **$75,000.00** toward the cost of the Phase I engineering study, in accordance with the approved PROJECT budget, which is incorporated into this AGREEMENT and attached hereto as EXHIBIT B.

D. It is understood and agreed to by the PARTIES that the COUNTY will not reimburse the GRANTEE for any expenditures that are:

1. contrary to the provisions of this AGREEMENT;

2. not directly for conducting the Phase I engineering study for the PROJECT;

3. of a regular and continuing nature, including, but not limited to, administrative costs, staff and overhead costs, rent, utilities and maintenance costs;

4. incurred without the consent of the COUNTY after written notice of the suspension or termination of any or all of the COUNTY's obligations under this AGREEMENT; or

5. in excess of the amount set forth in Section II (C) of this AGREEMENT.

E. The COUNTY agrees that upon award of the Phase I engineering contract and receipt of an invoice from the GRANTEE, the COUNTY will make an advance payment to the GRANTEE in the amount of $26,250.00. This amount represents 35% of the COUNTY's total obligation incurred under this AGREEMENT. After these initial funds have been expended by the GRANTEE, the GRANTEE shall provide the COUNTY with the following documents related to the advance payment in order to be eligible to receive additional funding from the COUNTY:

1. a cover letter addressed to the Bureau Chief of Project Development, which includes the name of the PROJECT and its associated section number;

2. a copy of the cancelled check(s) paid to the consultant(s) (or a copy of the associated bank ledger reflecting the payment(s)), or a letter from the consultant(s) confirming payment was received for the service(s) rendered; and

3. a copy of the associated invoice(s) submitted by the consultant(s) for the service(s) rendered.

F. The COUNTY will pay the GRANTEE the balance of its obligation incurred under this AGREEMENT as additional funds are expended by the GRANTEE. The GRANTEE may seek reimbursement from the COUNTY no more frequently than on a monthly basis. In order to receive reimbursement from the COUNTY, the GRANTEE must provide the COUNTY with the following:

1. a cover letter addressed to the Bureau Chief of Project Development;
2. an invoice requesting payment, which includes the name of the PROJECT and its associated section number;
3. a copy of the cancelled check(s) paid to the consultant(s) (or a copy of the associated bank ledger reflecting the payment(s)), or a letter from the consultant(s) confirming payment was received for the service(s) rendered; and
4. a copy of the associated invoice(s) submitted by the consultant(s) for the service(s) rendered.

G. If the documentation submitted by the GRANTEE for reimbursement is deemed by the COUNTY as not sufficiently documenting the work completed, the COUNTY may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this AGREEMENT.

H. It is further agreed by the PARTIES that notwithstanding the estimated or actual cost of the Phase I engineering study for the PROJECT, the COUNTY's financial responsibility pursuant to this AGREEMENT shall not exceed $75,000.00.

I. Either PARTY may request, after the Phase I engineering contract is let by the GRANTEE, that supplemental work that increases the total cost of Phase I engineering study or costlier substitute work be added to the contract. The GRANTEE will cause said supplemental work or such substitute work to be added to the contract, provided that said work will not unreasonably delay the PROJECT schedule. Whichever of the PARTIES requesting or causing said supplemental work or costlier substitute work shall pay for the cost increases of said work in full.

III. REPORTING

A. The GRANTEE shall submit quarterly performance reports to the COUNTY no later than 30 days after the reporting period as determined by the COUNTY. The reports shall be directed to the Bureau Chief of Strategic Planning and Policy, Cook County Department of Transportation and Highways, 69 W. Washington Street, 23rd Floor, Chicago, IL 60602.

B. Quarterly performance reports shall include the following information:

1. a cover letter addressed to the Bureau Chief of Strategic Planning and Policy, which includes the name of the PROJECT and its associated section number;

2. an estimate of the percentage of Phase I engineering work completed for the PROJECT;

3. a statement indicating whether Phase I engineering work for the PROJECT is on, behind or ahead of schedule;

4. a record of Phase I engineering activities and expenditures to date and for the current reporting period;

5. a forecast of quarterly Phase I engineering activities and expenditures for the remainder of the PROJECT; and

6. any significant changes to the PROJECT schedule.

C. The GRANTEE shall use whatever forms or documents are required for use by the COUNTY in submitting the quarterly and final performance reports.

D. Quarterly performance reports will be used by the COUNTY to compare the rate of GRANTEE's actual expenditures to the planned amounts in the approved PROJECT budget (EXHIBIT B) and to track Phase I engineering activities and progress against the approved milestones in the PROJECT schedule, which is incorporated into this AGREEMENT and attached hereto as EXHIBIT C.

E. The GRANTEE shall submit a final performance report with its last request for reimbursement. The final report should describe the cumulative activities of the Phase I engineering phase of the PROJECT, including a complete description of the GRANTEE's achievements with respect to the PROJECT objectives and milestones. The COUNTY will not issue a final reimbursement until the final report is submitted.

F. The COUNTY may at its sole discretion extend the due date of any quarterly performance report upon receiving a justified request from the GRANTEE.

G. The GRANTEE understands and agrees that the failure to submit timely and complete performance reports will result in the delay of funds and/or the denial of future funding.

IV. GENERAL PROVISIONS

A. Entire Agreement. This AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.

B. Recitals. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

C. Project Start and Finish. The work of the GRANTEE is to commence as soon as practicable after receipt of a "Notice to Proceed" from the COUNTY. This AGREEMENT terminates upon completion of the Phase I engineering study for the PROJECT and payment by the COUNTY of the final invoice submitted by the GRANTEE, or August 31, 2020, whichever date is earlier. The PARTIES may agree to extend the termination date of the AGREEMENT in a letter signed by the Superintendent of the DEPARTMENT and an authorized representative of the GRANTEE.

D. Schedule. The GRANTEE represents to the COUNTY that the Phase I engineering study for the PROJECT shall be completed within 13 months from receipt of a "Notice to Proceed" from the COUNTY. Any requests for extension beyond the 13 months to complete the Phase I engineering study must be submitted in writing 30 days before the end of the 13 months to complete. Upon completion or work stoppage, unused and/or unencumbered funds are to be promptly returned to the COUNTY.

E. Inactivity. This AGREEMENT and the covenants contained herein shall become null and void in the event that the Phase I engineering contract is not awarded within one year subsequent to the date of execution of this AGREEMENT by the PARTIES.

F. Suspension or Termination of Agreement. The GRANTEE agrees that, if the COUNTY determines that the GRANTEE has not complied with or is not complying with, has failed to perform or is failing to perform, has not met or is not meeting significant PROJECT milestones, or is in default under any of the provisions of the AGREEMENT, whether due to failure or inability to perform or any other cause whatsoever, the COUNTY, after written notification to the GRANTEE of said non-compliance or default and failure by the GRANTEE to correct said violations within 30 calendar days, may:

1. suspend or terminate this AGREEMENT in whole or in part by written notice, and/or:

2. demand refund of any funds disbursed to GRANTEE;

3. deduct any refunds or repayments from any funds obligated to, but not expended by the GRANTEE, whether from this or any other project;

4. temporarily withhold cash payments pending correction of deficiencies by the GRANTEE or more severe enforcement action by the COUNTY;

5. disallow all or part of the cost of the activity or action not in compliance;

6. take other remedies legally available; or

7. take appropriate legal action.

G. Designation of Representatives. Not later than 10 calendar days after execution of this AGREEMENT each of the PARTIES shall designate in writing a full-time representative for the carrying out of the AGREEMENT. Each of the representatives shall have authority, on behalf of the PARTIES, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other.

H. Timely Review and Approval. Wherever in this AGREEMENT approval or review by either the COUNTY or the GRANTEE is provided for, said approval or review shall not be unreasonably delayed or withheld.

I. Indemnification. The GRANTEE shall indemnify, defend and hold harmless the COUNTY and its commissioners, officers, directors, employees and agents, and their respective heirs, successors and assigns, from and against any and all claims, liabilities, damages, losses, and expenses, including, but not limited to, legal defense costs, attorney's fees, settlements or judgments, caused by the negligent acts, omissions or willful misconduct of the GRANTEE, its officers, directors, employees, agents, consultants, contractors, subcontractors or suppliers, in connection with or arising out of the performance of this AGREEMENT.

J. Conflicts of Interest. The GRANTEE understands and agrees that no director, officer, agent or employee of the GRANTEE may have an interest, whether directly or indirectly, in any contract or the performance of any work pertaining to this AGREEMENT; represent, either as agent or otherwise, any person, trust or corporation, with respect to any application or bid for any contract or work pertaining to this AGREEMENT; and take, accept or solicit, either directly or indirectly, any money or thing of value as a gift or bribe or means of influencing his or her vote or actions. Any contract made and procured in violation of this provision is void and no funds under this AGREEMENT may be used to pay any cost under such a contract.

K. Compliance with Laws, Rules and Regulations. The PARTIES shall at all times observe and comply with all laws, ordinances, rules or regulations of the Federal, State, County and local governments, as amended from time to time, which may in any manner affect the performance of this AGREEMENT.

L. Disputes. In the event of a dispute between the COUNTY and the GRANTEE in the carrying out of the terms of this AGREEMENT, the representatives of the PARTIES shall meet and resolve the issue. In the event they cannot mutually agree on the resolution of the dispute, the decision of the Superintendent of the DEPARTMENT shall be final.

M. Default. The failure by the COUNTY or the GRANTEE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the COUNTY or GRANTEE unless such provision is waived in writing.

N. Governing Law and Venue. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Cook County, Illinois.

O. Notices. Unless otherwise specified, all written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered or mailed via first class, certified or registered U.S. Mail or electronic mail delivery to the following persons at the following addresses:

To the COUNTY:	Cook County Department of Transportation and Highways 69 W. Washington Street, 24th Floor Chicago, IL 60602 Attn: John Yonan, P.E., Superintendent E-mail: john.yonan@cookcountyil.gov
To the GRANTEE:	City of Prospect Heights 8 N. Elmhurst Road Prospect Heights, IL 60070 Attn: Mayor Nicholas J. Helmer E-mail: helmer@iglrealestate.com

P. Records Maintenance. The GRANTEE shall maintain during the term of this AGREEMENT and for a period of three years thereafter complete and adequate financial records, accounts and other records to support all PROJECT expenditures. These records and accounts shall include, but not be limited to, records providing a full description of each activity being assisted with COUNTY funds; a general ledger that supports the costs being charged to the COUNTY; records documenting procurement of goods and services; contracts for goods and services; invoices; billing statements; cancelled checks; bank statements; schedules containing comparisons of budgeted amounts and actual expenditures; and constriction progress schedules, if applicable.

Q. Reviews and Audits. The GRANTEE will give the COUNTY access to all books, accounts, records, reports, files, and other papers pertaining to the administration, receipt and use of COUNTY funds to necessitate any reviews or audits.

R. Modification. This AGREEMENT may only be modified by a written instrument executed by duly authorized representatives of both PARTIES.

S. Severability. If any term of this AGREEMENT is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

T. Binding Successors. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.

U. Force Majeure. Neither of the PARTIES shall be liable for any delay or non-performance of its obligations caused by any contingency beyond its control, including but not limited to, acts of God, war, civil unrest, labor strikes or walkouts, fires and natural disasters.

V. Conflict with Exhibits. In the event there is a conflict between the terms contained in this document and any attached exhibits, the terms included in this document shall control.

W. Authority to Execute. The PARTIES hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the PARTIES intend to be bound by the terms and conditions contained herein.

X. <u>Counterparts</u>. This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

Y. <u>Section Headings</u>. The descriptive headings used in this section are for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

EXECUTED BY COUNTY OF COOK:

____
Toni Preckwinkle
President
Cook County Board of Commissioners

This ____ day of ___________, 2018

ATTEST: ______________________
County Clerk

(SEAL)

EXECUTED BY CITY OF PROSPECT HEIGHTS:

____
Nicholas Helmer
Mayor

This ____ day of ___________, 2018

ATTEST: ______________________
City Clerk

(SEAL)

RECOMMENDED BY:

____
John Yonan, P.E.
Superintendent
County of Cook
Department of Transportation and Highways

APPROVED AS TO FORM:
Kimberly M. Foxx, State's Attorney

By: __________________________
Assistant State's Attorney

DRAFT

EXHIBIT A

Location Map for Wolf Road Sidewalk Connectivity Project

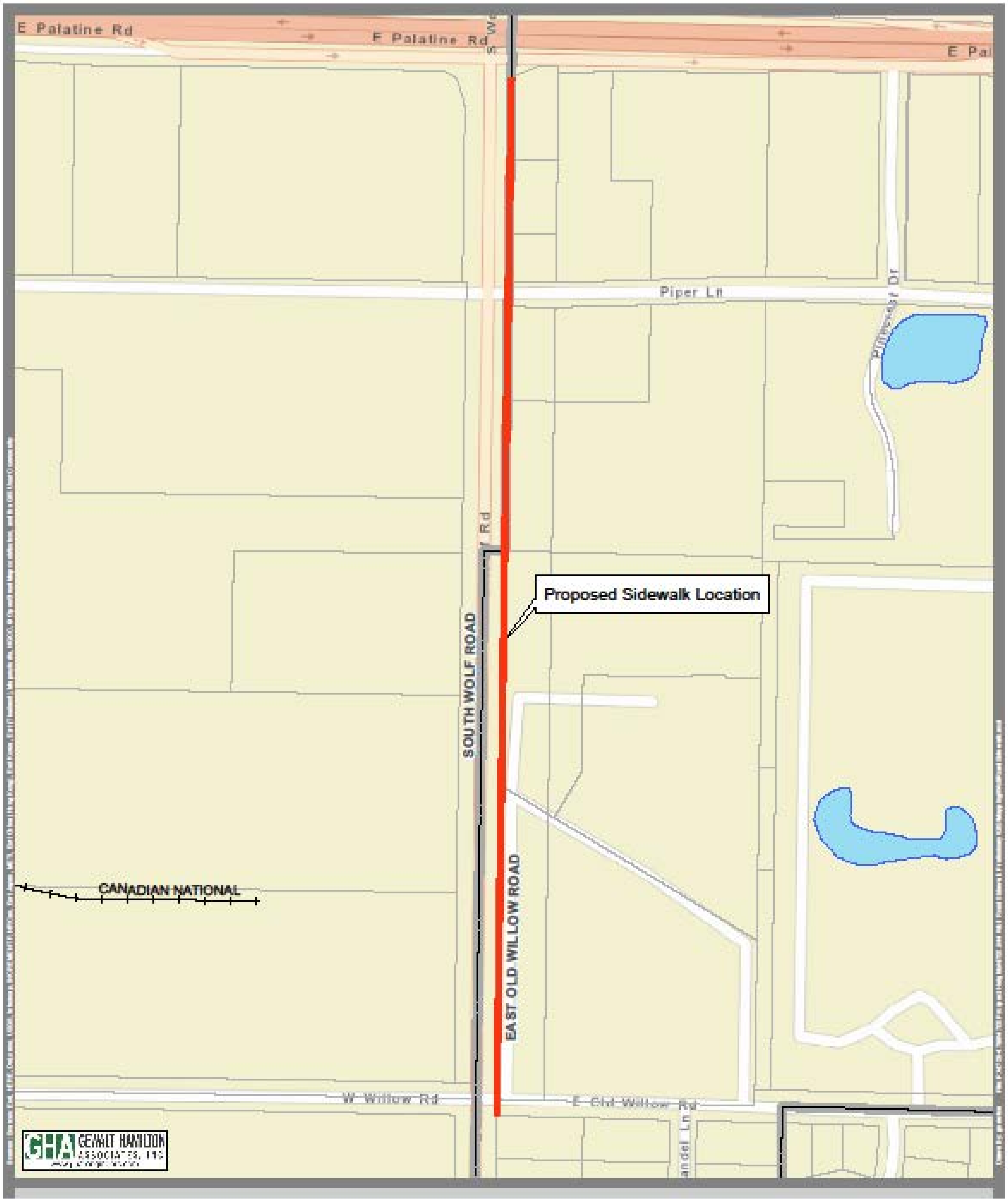


EXHIBIT B

Funding Breakdown for
Wolf Road Sidewalk Connectivity Project

ITEM	TOTAL ESTIMATED COST	CITY SHARE	COUNTY SHARE
Phase I Engineering	$75,000	Balance in excess of $75,000	Up to $75,000

EXHIBIT C

Schedule for
Wolf Road Sidewalk Connectivity Project

October 1, 2018 – Commence Phase I

November 1, 2018 – Submit Environmental Survey Request (ESR)
IDOT ESR review and clearance timeframe – 6 to 8 months

April 1, 2019 – Submit Plat of Highway, Legal Descriptions, Title Reports to IDOT
IDOT POH review and approval timeframe – 3 months

August 1, 2019 – Submit FINAL Project Development Report
IDOT PDR review and approval timeframe – 1 to 2 months

October 1, 2019 – Receive IDOT Design Approval

SOIL AND MATERIAL CONSULTANTS, INC.

Office: 847-870-0544
Fax: 847-870-0661
us@soilandmaterialconsultants.com
www.soilandmaterialconsultants.com

August 6, 2018
Proposal No. 16,874

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

Re: Soil and Construction Material Testing
2018 Road Program
Prospect Heights, Illinois

Dear Mr. Wade:

Submitted for your consideration is our proposal to provide soil and construction material testing on a will-call basis initiated by your office or representative.

We understand the testing requirements of the IDOT QC/QA program are applicable. We propose to be the QA project manager, provide QA plant testing and provide QA jobsite testing.

Attached is our Schedule of Fees for anticipated services. Note that hourly rates are inclusive of mileage and equipment charges. Based on available information and our experience on similar projects, we estimate a charge of $4,370.00 may be incurred for the anticipated services. Actual billing will be on a unit price basis and you will only be billed for those services actually provided. Final billing may be less than or greater than the estimated charge. Requests for services not included within the scope of this proposal will be provided at our established unit prices.

Thank you for the opportunity of submitting this proposal, which includes the attached General Conditions. If acceptable, please sign and return one copy to our office. Further, please include applicable plans and specifications, if not already submitted.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.

Reid Steinbach

Reid T. Steinbach, P.E.
Director of Engineering

Proposal Accepted By:

Client ____

Street ____

Town ______________________________ State _______ Zip Code __________

Phone (   ) __________________ E-Mail Address________________________

Signature ____________________________ Position ____________________

Printed Name ___________________________ Date ____________________

SOIL AND MATERIAL CONSULTANTS, INC. SCHEDULE OF FEES

Effective 1-1-18 BITUMINOUS CONCRETE

Service	Estimated Units		Fee			Cost	
Field Testing							
Technician with Nuclear Gauge	28	hours	$	85.00 340.00	/hour /day min.	$	2,380.00
Engineering							
Senior Engineer (P.E.) - QA Project Manager, includes project administration, field/laboratory engineering, mix design review, consultation and report review	2	hours	$	140.00	/hour	$	280.00
					Estimated Cost:	$	2,660.00

Estimates:

Item	Tons	Contractor Working Days	Est. Days - 20% QA
HMA Surface, N50	5,530	6.0	2.0
HMA Binder, N50	3,550	4.0	1.0
Leveling Binder, N	1,000	2.0	--
HMA Driveway	198	1.0	0.5
Class D Patches	202	1.0	--
Total:	10,480	14.0	3.5

Billing Notes: Hourly Charges: Portal To Portal Saturdays: Hourly Rate x 1.5
Weekdays over 8 hours/day: Hourly Rate x 1.5 Sundays: Hourly Rate x 2.0

SOIL AND MATERIAL CONSULTANTS, INC. — SCHEDULE OF FEES

Effective 1-1-18 — PORTLAND CEMENT CONCRETE

Service	Est. Work Units		Fee			Cost	
Field Testing							
Technician - includes temperature, slump, air and cylinders	12	hours	$	85.00 340.00	/hour /day min.	$	1,020.00
Cylinder Pick-up	2	hours	$	85.00	/hour	$	170.00
Laboratory Testing							
Cylinder Compressive Strength	16	each	$	15.00	each	$	240.00
Engineering							
Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	2	hours	$	140.00	/hour	$	280.00
				Estimated Cost:		$	1,710.00

Estimates:

Item	Quantity	CY	Contractor Working Days	Est. Days - 20% QA	Cyls.
PCC Combined C & G	2,900 Ft.	161	2.5	1.0	8
PCC Sidewalk	1,500 SF	23	1.0	0.25	4
PCC Pavement	480 SY	80	1.5	0.25	4
Total:		264	5.0	1.5	16

Billing Notes: Hourly Charges: Portal To Portal — Saturdays: Hourly Rate x 1.5
Weekdays over 8 hours/day: Hourly Rate x 1.5 — Sundays: Hourly Rate x 2.0

TERMS AND CONDITIONS

Soil and Material Consultants, Inc. (SMC) scope of work defined in the proposal was based on information provided by the client. If incomplete, inaccurate or if unexpected site conditions are discovered, the scope of work may change.

GEOTECHNICAL INVESTIGATIONS

Client will furnish SMC with right-of-access to the site. SMC will take reasonable precautions to minimize site damage due to its operations, but has not included in the fee the cost of restoration of any resulting damage. SMC shall not be liable for damage or injury due to encountering subsurface structures (pipes, tanks, utilities or others) not called to SMC's attention in writing or are not correctly shown on the drawings furnished by client or client's representative. If the client desires, SMC will restore any damage to the site and add the cost of restoration to the fee.

Field work, laboratory testing and engineering analysis will be performed in accordance with generally accepted soil and foundation engineering practices. Samples are retained in our laboratory for 30 days from date of report and then destroyed unless other disposition is requested. The data reported applies only to the soils sampled and the conditions encountered at each boring location. This does not imply or guarantee that soils between borings will be identical in character. Isolated inclusions of better or poorer soils can be found on any site. SMC will not be liable for extra work or other consequences due to changed conditions encountered between borings.

Any exploration, testing and analysis associated with the investigation will be performed by SMC for the client's sole use to fulfill the purpose of this Agreement. SMC is not responsible for use or interpretation of the information by others. The client recognizes that subsurface conditions may vary from those encountered in borings or explorations. Information and recommendations developed by SMC are based solely on available information and for the currently proposed improvement.

TESTING SERVICES

Client shall furnish SMC with at least one working day's notice on any part-time (less than 8 hours/day) job when field personnel are requested. SMC shall make reasonable effort to provide field personnel in a timely manner but reserves the right to schedule field personnel as deemed appropriate. Minimum charges will be billed when work cancellations are received after field personnel have left for the project site.

SMC personnel will provide a professional service based on observations and testing of the work of a contractor, subcontractor, or other service/material provider, as specifically requested. SMC field personnel will look for general conformance with project specifications, plans and/or soil report but does not accept the responsibility to control or direct the work of others. Discrepancies noted by SMC office or field personnel will be referred to client or client's representative.

Testing Services furnished by SMC are defined as the taking of soil and/or material tests at various locations and the making of visual observations relating to earthwork, foundations, and/or materials as specifically requested by the client and agreed to by SMC, and will be limited to those specifically agreed services. Such services will be performed by SMC using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the profession practicing in this or similar localities.

Observations and testing of soils and/or materials by SMC in no way implies a guarantee or warranty of the work of the contractor, subcontractor, or other service/material provider. SMC's work or failure to perform same shall in no way excuse such contractor, subcontractor or other service/material provider from liability in the event of subsequently discovered defects, omissions, errors, deficiencies or failure to perform in accordance with the project plans and specifications. SMC field personnel shall not be responsible for superintendence of the construction process nor direction of the work of the contractor, subcontractor, or other service/material provider. SMC's work shall not include determining or implementing the means, methods, techniques, sequences or procedures of construction. SMC shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare.

Documents including but not limited to technical reports, original boring logs, field data, field notes, laboratory test data, calculations, reports of inspection and testing, geotechnical reports, technical reports, submittals and estimates furnished to the client or its agents pursuant to this agreement are not intended or represented to be suitable for reuse by the client or others on extensions of this project or on any other project. Any reuse without SMC's written consent will be at user's sole risk and without liability or legal exposure to SMC. User shall indemnify and hold harmless SMC from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. To the maximum extent permitted by law, the Client agrees to limit SMC liability for clients' damages to $100,000 or the fee, whichever is lesser. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Soil and Material Consultants, Inc. is a Professional Engineering Corporation. Engineering services are often completed by extension through technical staff. The unit rates presented in this proposal do not reflect charges associated with organized labor. Future agreements, if any, with organized labor will invalidate some of the unit rates presented. Required rate adjustments will be presented to the client for acceptance prior to providing services at the adjusted rates.

Services are invoiced monthly for the preceding period. Client agrees to pay each invoice within thirty (30) days of receipt and further agrees to pay interest on all amounts not paid at the rate of 2.0% per month, an annual rate of 24%, from the due date. Client agrees to pay all reasonable costs of collection including staff time, court costs, Attorneys' fees and related expenses, if this account becomes delinquent. Client agrees that reports furnished to the client but not paid for in full remain the sole property of SMC and will not be used for design, construction, permits, licensing, sales or other gain.

To: Mayor Helmer and Members of the City Council

From: Joe Wade, City Administrator

Subject: Resolution Authorizing Participation in Flood Control Project on Willow road at McDonald Creek Tributary A in Prospect Heights in Partnership with the Metropolitan Water Reclamation District and Cook County Department of Transportation

Attachments - MWRD Letter and Project Description Letter Provided to Area Residents

Date: August 22, 2018

Background:

The Willow Road Flood Control project has developed a project cost structure and initial scope of work. A basic project description can be found in the attached information sheet provided to area residents. The proposed cost sharing is as follows:

Potential MWRD Cost Share	$1,800,000
Potential Prospect Heights Cost Share	$475,000
Potential Cook County Department of Transportation Share	$725,000

While MWRD is willing to advance final design of the project, commitment from the City is needed through the proposed resolution. Responsibilities for construction, operations, maintenance and land acquisition of the project will be negotiated and finalized through an intergovernmental agreement. Additionally, the City will need to secure compensatory detention space at three identified sites.

Analysis:

This project addresses an area of the City which experiences chronic flooding during significant and not irregular rainfall. Without this proposed partnership with the MWRD and Cook County, it is unlikely the City could garner capital projects money to provide storm water management improvements to this area.

Recommendation:

Approve this resolution and participate in this storm water management project.

Protecting Our Water Environment

Metropolitan Water Reclamation District of Greater Chicago

100 EAST ERIE STREET CHICAGO, ILLINOIS 60611-3154 312.751.5600

John P. Murray, P.E.
Acting Executive Director

312.751.7900 f: 312.751.7926
john.murray@mwrd.org

June 29, 2018

Honorable Nicholas J. Helmer, Mayor
City of Prospect Heights
8 North Elmhurst Road
Prospect Heights, IL 60070

Dear Mayor Helmer:

Subject: Flood Control Project on Willow Road at McDonald Creek Tributary A in Prospect Heights, Illinois

During prior cost sharing discussions with your staff and Cook County Department of Transportation and Highways officials, it was noted that the City was no longer considering Illinois Department of Transportation's (IDOT) Local Surface Transportation Program (STP) funding for use as the City's contribution, but instead, the City has budgeted $475,000.00 of its own funds toward the subject project, and would continue to look for additional funding sources to contribute towards the project cost. Based on the preliminary engineering performed by the Metropolitan Water Reclamation District of Greater Chicago (MWRD), the total estimated project cost is $3,000,000.00. Currently, the proposed cost sharing between all stakeholders is as follows:

- Potential MWRD Cost Share - $1,800,000.00
- Potential Prospect Heights Cost Share - $475,000.00
  (includes $400,000.00 for construction and $75,000.00 for property acquisition)
- Potential CCDTH Cost Share - $725,000.00

MWRD is willing to advance final design of the project while the City continues to pursue other funding sources and grant opportunities. Please note that the advancement of design and final cost sharing arrangements for the project are subject to approval by our Board of Commissioners. Also note that the responsibilities for construction, operations, maintenance, and land acquisition of the project will be negotiated and finalized through an intergovernmental agreement. Please provide the City's written concurrence and/or comments in regard to the aforementioned plan for project implementation. If any additional information is required, please contact Mr. Cedric Robertson at (312) 751-3257.

Very truly yours,

John P. Murray
Acting Executive Director

CO'C:WSS:JK:cw
Enclosure

cc: Mr. John Yonan, Superintendent-CCDTH

Willow Road, Hillcrest Drive and Owen Court Storm Water Management Presentation Scheduled for August 27 City Council Meeting, 6:30pm, City Hall

The City of Prospect Heights has been working with the Metropolitan Water Reclamation District and Cook County Department of Transportation, to examine possible methods to prevent these streets from being closed during significant storm water events. A project presentation by the MWRD will be made to the Prospect Heights City Council, at the August 27 City Council Meeting, 6:30 pm, City Hall, 8 N. Elmhurst Road. Interested persons are invited to attend the Council meeting to learn about the proposed storm water management improvement.

Project Background

Flooding, and resultant street closures, are not uncommon on Willow, Hillcrest and Owen during significant storm water events. For example, Willow Road was closed between Hillcrest Lake and the Slough, for six days, during June, 2018.

As Willow Road is a Cook County highway and collector arterial for Prospect Heights, this is an impediment to area traffic circulation. Additionally, the periodic closure of Willow, Hillcrest and Owen, due to street flooding, is a challenge to public safety responses.

Proposed Solution

Working in partnership, the Metropolitan Water Reclamation District, Cook County Department of Transportation and City of Prospect Heights are proposing a capital project to address this situation and mitigate street flooding occurrences in this area.

Project Description

The proposed project would raise the grade of approximately 900 linear feet of Willow, 2-4 feet, and Hillcrest and Owen; 1-2 feet to improve storm water flow and prevent street flooding. The Hillcrest and Owen grade increases are needed to prevent water from dispersing to lower elevations. While culverts will be added under Willow Road, there will be no change to the hydrology of the Slough/Hillcrest Lake system. Slough and Lake levels will not be impacted. The culverts under Willow Road are designed to maintain the same hydraulic conditions as presently exist. Also, there will be no change to the outflow of Hillcrest Lake.

Willow Road would close for 6-9 months, largely due to the allowance of time needed for soil settling. As the project involves fill placement in the regulatory floodplain, City and Illinois Department of Natural Resources regulations require excavation of a commensurate amount of floodplain volume. Project managers have identified three possible compensatory sites.

The widths and alignment of the roadways will remain as they presently exist. A guardrail is planned for both sides of Willow, and there is a planned 4ft. wide paved pathway. Approximately 6 ft. wide paved shoulders are proposed for both sides of Willow. Driveways along Hillcrest and Owen will be elevated to meet the proposed roadway elevations. The shallow ditches adjacent to the roads will be regraded along with the grassed areas adjacent to the roads and driveways.

In most areas, the slope between the roadway and Lake will be gentle and will accommodate natural plantings. Exceptions will be some areas on Willow Road culverts and Owens Court where the slopes will be too steep for erosion control. In these cases, riprap is planned.

For Hillcrest and Owen Court construction, temporary disruption of access to residential areas will be unavoidable due to the lack of alternative access paths. Providing a temporary gravel roadway on the land side of the existing road would provide access to the driveways during construction, but will require temporary rights of way or easements, as well as additional restoration costs. Project construction will be performed in stages to reduce disruptions.

Estimated Cost Sharing

Potential MWRD Cost Share	$1,800,000
Potential City of Prospect Heights Cost Share	$475,000
Potential Cook County Department of Transportation Cost Share	$725,000

City of Prospect Heights

Resolution No. R-18-22

Resolution Authorizing Participation in Metropolitan Water Reclamation District Flood Control Project on Willow Road at McDonald Creek Tributary A in Prospect Heights, Illinois

Whereas, the City of Prospect Heights has consistently experienced flooding problems in the Hillcrest Lake/Slough area, resulting in periodic closure of Willow, Hillcrest and Owen; and

Whereas, the Metropolitan Water Reclamation District is offering assistance to the City through a local flood control grant, which includes the participation of the Cook County Highway Department and the City of Prospect Heights; and

Whereas, the project will entail flood control measures and the raising of the grades of Willow, Hillcrest and Owen; and

Whereas, based on preliminary engineering performed by the Metropolitan Water Reclamation District of Greater Chicago, the total estimated project cost is $3,000,000, with the proposed cost sharing between all stakeholders as follows:

> Potential MWRD Cost Share-$1,800,000
>
> Potential Prospect Heights Cost Share-$475,000 (includes $400,000 for construction and $75,000 for property acquisition
>
> Potential Cook County Department of Transportation Share-$725,000

Whereas, MWRD is willing to advance final design of the project; and

Whereas; responsibilities for construction, operations, maintenance, and land acquisition of the project will be negotiated through an intergovernmental agreement.

Now, therefore be it resolved by the Mayor and City Council of the City of Prospect Heights, County of Cook, State of Illinois as Follows:

Section 1: That the recitals set forth herein above are incorporated herein by reference as the factual basis for this resolution.

Section 2: That the City of Prospect Heights, through adoption of this resolution provides written concurrence to the MWRD's proposed participation terms and endorses final design of the project.

Section 3: That this resolution shall be in full force and effect from and after its assage and approval according to law.

Passed and approved this 27th day of August, 2018

____

Nicholas J. Helmer, Mayor

Attest

____

Karen Schultheis, Deputy City Clerk

Ayes:

Nays:

Absent:

City of Prospect Heights

Department of Engineering
8 North Elmhurst Road, Prospect Heights Illinois, 60070-6070
Office:847/398-6070 x 210-FAX: 847/590-1854
www.prospect-heights.il.us

August 20, 2018

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

Re: 2018 Road Program - Bid Recommendation

Dear Mr. Wade:

The City received six bids on August 20th at 10:00 AM for this project. I have checked all bids and the bid price extensions. The low bid of $1,459,459.00 was received from Builders Paving LLC. The bids ranged from $1,459,459 to $1,709,075. The engineer's opinion of probable cost was $1,578,840. Attached is a detailed bid tabulation of all bids. The highest bid had a very slight math error, which had no effect on the bid results.

As with all projects, this project was advertised publicly with many companies expressing interest in it. Nine contractors ended up picking up the contract documents. This contract also includes all work on Apple Drive and Winkleman Road in the tourism district. The subtotal of this work is about $200,000.

I have not worked directly with Builders Paving, but other engineers at Gewalt Hamilton have. The results from these recent projects has been positive. I believe that their work is generally at or above industry standards. I am confident that they will complete this project in general conformance with the plans, specifications and in a timely manner.

Based upon all the above, I recommend award of the project to Builders Paving LLC at the unit prices bid and an estimated total cost of $1,459,459.00.

Sincerely,

Steven D. Berecz

Steven D. Berecz, P.E.
City Engineer

Cc: Mark Roscoe

Resolution R-18-23

A Resolution Accepting Bid Award for Prospect Heights 2018 Street Resurfacing Program

Whereas, the City of Prospect heights solicited bids for the 2018 street resurfacing program; and

Whereas, the City Council of the City of Prospect Heights finds the lowest responsible bidder to the City's request for bids is Builders Paving, LLC at a cost not to exceed $1,459,459.00; and

Whereas, the 2018 street resurfacing program was approved with the adoption of the 2018 Capital Improvements Planning Budget; and

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

Section One: The bid of Builders Paving, LLC is hereby approved and accepted.

Section Two: The City Administrator is authorized to take all necessary steps to implement this Resolution.

Section Three: This Resolution shall be in full force and effect from and after its passage and approval as required by law.

Passed and Approved this 27th day of August, 2018.

____

Nicholas J. helmer, Mayor

Attest:

____

Karen Schultheis, Deputy City Clerk

Ayes:____

Nayes:____

Absent:____

Exhibit A

2018 Road Program Bids

Client:	City of Prospect Heights
Project:	2018 Road Program
GHA Project No:	4755.048
Project Manager:	Steven Berecz

Fee:	$20.00
Payable to:	Gewalt Hamilton Associates, Inc.
Bid Opening:	08/20/18
Bid Opening Location:	8 N. Elmhurst Road, Prospect Heights

				Engineer's Estimate of Probable Cost		***BID TABULATION*** *Builder's Paving, LLC Hillside, IL*		*Arrow Road Construction Mount Prospect, IL*		*Brother's Asphalt Paving, Inc. Addison, IL*		*J.A. Johnson Paving, Co. Arlington Heights, IL*		*Plote Construction, Inc. Hoffman Estates, IL*		*A Lamp Concrete Contractors, Inc. Schaumburg, IL*	
Item No.	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Removal and Disposal of Unsuitable Material	100	CY	$35.00	$3,500.00	$45.00	$4,500.00	$53.00	$5,300.00	$60.00	$6,000.00	$85.00	$8,500.00	$20.00	$2,000.00	$45.00	$4,500.00
2	Aggregate for Temporary Access	240	TN	$20.00	$4,800.00	$20.00	$4,800.00	$20.00	$4,800.00	$40.00	$9,600.00	$12.00	$2,880.00	$10.00	$2,400.00	$1.00	$240.00
3	Preparation of Base	24300	SY	$1.25	$30,375.00	$1.05	$25,515.00	$1.10	$26,730.00	$1.50	$36,450.00	$0.90	$21,870.00	$0.10	$2,430.00	$1.15	**$27,823.50**
4	Aggregate Base Repair	2150	TN	$20.00	$43,000.00	$20.00	$43,000.00	$16.55	$35,582.50	$1.00	$2,150.00	$1.00	$2,150.00	$8.00	$17,200.00	$10.00	$21,500.00
5	HMA Leveling Binder (Special)	1000	TN	$75.00	$75,000.00	$76.00	$76,000.00	$72.45	$72,450.00	$80.00	$80,000.00	$76.00	$76,000.00	$75.00	$75,000.00	$93.00	$93,000.00
6	Hot-Mix Asphalt Surface Removal - Butt Joint	950	SY	$5.00	$4,750.00	$10.00	$9,500.00	$6.85	$6,507.50	$5.00	$4,750.00	$2.00	$1,900.00	$5.00	$4,750.00	$8.00	$7,600.00
7	Temporary Ramp	630	SY	$15.00	$9,450.00	$13.00	$8,190.00	$13.75	$8,662.50	$10.00	$6,300.00	$3.00	$1,890.00	$1.00	$630.00	$1.00	$630.00
8	Hot-Mix Asphalt Binder Course (Special)	3550	TN	$70.00	$248,500.00	$62.00	$220,100.00	$65.90	$233,945.00	$77.00	$273,350.00	$76.00	$269,800.00	$75.00	$266,250.00	$85.00	$301,750.00
9	Hot-Mix Asphalt Surface Course (Special)	5530	TN	$75.00	$414,750.00	$69.00	$381,570.00	$72.50	$400,925.00	$78.00	$431,340.00	$77.00	$425,810.00	$75.00	$414,750.00	$89.00	$492,170.00
10	Bituminous Materials (Tack Coat)	33000	LBS	$0.50	$16,500.00	$0.01	$330.00	$1.20	$39,600.00	$0.20	$6,600.00	$0.01	$330.00	$0.01	$330.00	$0.01	$330.00
11	Portland Cement Concrete Driveway Pavement, 6 Inch	480	SY	$45.00	$21,600.00	$60.00	$28,800.00	$65.00	$31,200.00	$68.25	$32,760.00	$78.00	$37,440.00	$65.00	$31,200.00	$60.00	$28,800.00
12	Portland Cement Concrete Sidewalk 5 Inch	1500	SF	$5.50	$8,250.00	$5.00	$7,500.00	$6.75	$10,125.00	$7.08	$10,620.00	$5.00	$7,500.00	$6.75	$10,125.00	$8.00	$12,000.00
13	Detectable Warnings	25	SF	$25.00	$625.00	$30.00	$750.00	$27.00	$675.00	$28.35	$708.75	$30.00	$750.00	$27.00	$675.00	$30.00	$750.00
14	Pavement Removal (Special)	24400	SY	$8.00	$195,200.00	$3.65	$89,060.00	$4.15	$101,260.00	$4.25	$103,700.00	$6.25	$152,500.00	$6.50	$158,600.00	$5.75	$140,300.00
15	Hot-Mix Asphalt Surface Removal, 2.75" (average)	22200	SY	$3.05	$67,710.00	$2.60	$57,720.00	$1.75	$38,850.00	$3.00	$66,600.00	$3.65	$81,030.00	$2.00	$44,400.00	$3.85	$85,470.00
16	Driveway Pavement Removal	1650	SY	$15.00	$24,750.00	$15.75	$25,987.50	$10.00	$16,500.00	$10.50	$17,325.00	$1.00	$1,650.00	$21.25	$35,062.50	$10.00	$16,500.00
17	Combination Curb and Gutter Removal	1850	FT	$5.00	$9,250.00	$3.00	$5,550.00	$4.00	$7,400.00	$4.20	$7,770.00	$3.00	$5,550.00	$4.00	$7,400.00	$4.85	$8,972.50
18	Sidewalk Removal	1500	SF	$2.00	$3,000.00	$1.50	$2,250.00	$1.00	$1,500.00	$1.05	$1,575.00	$1.50	$2,250.00	$1.00	$1,500.00	$1.40	$2,100.00
19	Class D Patches, Type III, 4 Inch	300	SY	$20.00	$6,000.00	$36.50	$10,950.00	$18.50	$5,550.00	$50.00	$15,000.00	$32.00	$9,600.00	$45.00	$13,500.00	$56.00	$16,800.00
20	Class D Patches, Type IV, 4 Inch	150	SY	$20.00	$3,000.00	$33.00	$4,950.00	$18.50	$2,775.00	$50.00	$7,500.00	$32.00	$4,800.00	$45.00	$6,750.00	$56.00	$8,400.00
21	Class D Patches, Type III, 6 Inch	150	SY	$35.00	$5,250.00	$57.25	$8,587.50	$24.00	$3,600.00	$55.00	$8,250.00	$48.00	$7,200.00	$51.00	$7,650.00	$74.00	$11,100.00
22	Class D Patches, Type IV, 6 Inch	150	SY	$30.00	$4,500.00	$50.00	$7,500.00	$24.00	$3,600.00	$55.00	$8,250.00	$48.00	$7,200.00	$51.00	$7,650.00	$74.00	$11,100.00
23	Catch Basins to be Adjusted	4	EA	$320.00	$1,280.00	$500.00	$2,000.00	$320.00	$1,280.00	$525.00	$2,100.00	$320.00	$1,280.00	$500.00	$2,000.00	$350.00	$1,400.00
24	Manholes to be Adjusted	5	EA	$430.00	$2,150.00	$500.00	$2,500.00	$600.00	$3,000.00	$525.00	$2,625.00	$600.00	$3,000.00	$500.00	$2,500.00	$350.00	$1,750.00
25	Manholes to be Reconstructed	4	EA	$300.00	$1,200.00	$1,550.00	$6,200.00	$1,200.00	$4,800.00	$1,627.50	$6,510.00	$1,200.00	$4,800.00	$1,550.00	$6,200.00	$1,800.00	$7,200.00
26	Frames and Lids to be Adjusted	8	EA	$550.00	$4,400.00	$500.00	$4,000.00	$600.00	$4,800.00	$525.00	$4,200.00	$600.00	$4,800.00	$500.00	$4,000.00	$350.00	$2,800.00
27	Combination Concrete Curb and Gutter, Type B-6.12 (Special)	1200	FT	$22.00	$26,400.00	$24.00	$28,800.00	$26.00	$31,200.00	$27.30	$32,760.00	$24.00	$28,800.00	$26.00	$31,200.00	$31.50	$37,800.00
28	Spot Comb. Concrete Curb and Gutter, Type M-3.12 (Special)	1200	FT	$28.00	$33,600.00	$23.00	$27,600.00	$21.00	$25,200.00	$22.05	$26,460.00	$23.00	$27,600.00	$21.00	$25,200.00	$24.00	$28,800.00
29	Combination Concrete Curb and Gutter, Type M-3.12	500	FT	$20.00	$10,000.00	$25.00	$12,500.00	$21.00	$10,500.00	$22.05	$11,025.00	$25.00	$12,500.00	$21.00	$10,500.00	$24.00	$12,000.00
30	Raised Reflective Pavement Marker Removal	18	EA	$25.00	$450.00	$20.00	$360.00	$20.00	$360.00	$25.00	$450.00	$2.00	$36.00	$21.00	$378.00	$1.00	$18.00
31	Raised Reflective Pavement Markers	18	EA	$225.00	$4,050.00	$98.00	$1,764.00	$98.00	$1,764.00	$262.97	$4,733.46	$98.00	$1,764.00	$98.00	$1,764.00	$113.00	$2,034.00
32	Silt Fence	485	FT	$5.00	$2,425.00	$4.70	$2,279.50	$6.00	$2,910.00	$5.50	$2,667.50	$3.50	$1,697.50	$10.00	$4,850.00	$1.00	$485.00
33	Mobilization	1	LS	$30,000.00	$30,000.00	$87,500.00	$87,500.00	$47,500.00	$47,500.00	$135,304.00	$135,304.00	$90,000.00	$90,000.00	$116,000.00	$116,000.00	$100,000.00	$100,000.00
34	Thermoplastic Pavement Marking - Letters and Symbols	200	SF	$12.00	$2,400.00	$4.40	$880.00	$4.40	$880.00	$5.25	$1,050.00	$4.40	$880.00	$4.40	$880.00	$5.10	$1,020.00
35	Thermoplastic Pavement Marking - Line 4"	1200	FT	$1.00	$1,200.00	0.99	$1,188.00	$0.99	$1,188.00	$1.10	$1,320.00	$0.99	$1,188.00	$0.99	$1,188.00	$1.15	$1,380.00
36	Thermoplastic Pavement Marking - Line 6"	200	FT	$2.00	$400.00	$1.50	$300.00	$1.50	$300.00	$1.71	$342.00	$1.50	$300.00	$1.50	$300.00	$1.75	$350.00
37	Thermoplastic Pavement Marking - Line 12"	200	FT	$4.00	$800.00	$1.95	$390.00	$1.95	$390.00	$3.42	$684.00	$1.95	$390.00	$1.95	$390.00	$2.25	$450.00
38	Thermoplastic Pavement Marking - Line 24"	225	FT	$8.00	$1,800.00	$4.40	$990.00	$4.40	$990.00	$6.84	$1,539.00	$4.40	$990.00	$4.40	$990.00	$5.10	$1,147.50
39	Grading & Shaping Ditches	700	FT	$15.00	$10,500.00	$11.30	$7,910.00	$9.55	$6,685.00	$14.00	$9,800.00	$12.00	$8,400.00	$17.00	$11,900.00	$8.00	$5,600.00
40	Detector Loop Replacement	275	LF	$35.00	$9,625.00	$16.00	$4,400.00	$16.00	$4,400.00	$16.80	$4,620.00	$16.50	$4,537.50	$16.50	$4,537.50	$19.00	$5,225.00
41	Traffic Control and Protection (Special)	1	LS	$25,000.00	$25,000.00	$20,047.50	$20,047.50	$11,300.00	$11,300.00	$21,215.25	$21,215.25	$46,104.00	$46,104.00	$94,500.00	$94,500.00	$49,000.00	$49,000.00
42	Brick Driveway Removal and Replacement	400	SF	$15.00	$6,000.00	$11.50	$4,600.00	$11.00	$4,400.00	$26.25	$10,500.00	$12.00	$4,800.00	$15.00	$6,000.00	$20.00	$8,000.00
43	Hot-Mix Asphalt Driveway Pavement, 3"	1180	SY	$40.00	$47,200.00	$31.50	$37,170.00	$48.75	$57,525.00	$22.00	$25,960.00	$38.00	$44,840.00	$17.00	$20,060.00	$30.00	$35,400.00
44	Aggregate Shoulder Type B (Special)	4000	SY	$11.00	$44,000.00	$21.50	$86,000.00	$20.10	$80,400.00	$5.00	$20,000.00	$15.00	$60,000.00	$11.50	$46,000.00	$14.25	$57,000.00
45	Restoration Sod (Special)	6300	SY	$11.00	$69,300.00	$12.50	$78,750.00	$12.00	$75,600.00	$12.86	$81,018.00	$12.00	$75,600.00	$12.25	$77,175.00	$5.00	$31,500.00
46	24" Dia. Catch Basin	2	EA	$3,500.00	$7,000.00	$1,750.00	$3,500.00	$1,800.00	$3,600.00	$1,837.50	$3,675.00	$1,800.00	$3,600.00	$1,750.00	$3,500.00	$2,000.00	$4,000.00
47	12" RCP Cl IV Storm Sewer	12	FT	$150.00	$1,800.00	$65.00	$780.00	$60.00	$720.00	$68.25	$819.00	$60.00	$720.00	$65.00	$780.00	$100.00	$1,200.00
48	24" Inlet	3	EA	$2,200.00	$6,600.00	$1,500.00	$4,500.00	$1,500.00	$4,500.00	$1,575.00	$4,725.00	$1,500.00	$4,500.00	$1,500.00	$4,500.00	$1,800.00	$5,400.00
49	8" PVC SDR 26 Storm Sewer	236	FT	$125.00	$29,500.00	$40.00	$9,440.00	$68.00	$16,048.00	$49.01	$11,566.36	$68.00	$16,048.00	$40.00	$9,440.00	$69.00	$16,284.00
	Total Base Bid				**$1,578,840.00**		**$1,459,459.00**		**$1,459,777.50**		**$1,564,267.32**		**$1,577,775.00**		**$1,596,985.00**		**$1,709,079.50**
																As Read:	$1,709,201.00

Construction & Geotechnical Material Testing, Inc.

60 Martin Lane, Elk Grove Village, Illinois 60007
♦ Telephone (630) 595-1111 ♦ Fax (630) 595-1110

August 13, 2018

VIA EMAIL

Mr. Joe Wade, City Administrator
City of Prospect Heights
8 N. Elmhurst Road
Prospect Heights, Illinois 60070

Subject: **Proposal to Provide Construction Materials Engineering Quality Assurance Services**
2018 Road Program – Prospect Heights, Illinois
Proposal No.: 18P0253

Dear Mr. Wade:

Construction & Geotechnical Material Testing, Inc. (CGMT) is pleased to offer this proposal to provide material testing services to the City of Prospect Heights for the above referenced project. This proposal was prepared after a review of the Request for Proposal (RFP) requested you or your representative on August 6, 2018. **A reasonable estimate has been presented based on CGMT's past experience with Quality Assurance (QA) services.**

General Information

Construction & Geotechnical Material Testing, Inc. (CGMT) opened its' laboratory doors on August 1, 2002 to provide geotechnical and material engineering, material testing, construction inspection, reporting and laboratory services for governmental agencies, municipalities, and private clients. CGMT is fully qualified to provide professional material testing services to the City.

Facilities & Certifications

All projects are served by our facilities in Elk Grove Village with a state-of-the-art QC/QA Laboratory. The formal address of our facility is 60 Martin Lane, Elk Grove Village, Illinois 60007. CGMT is a 100 % minority owned business and complies with **MBE** requirements. We are also a member of the **DBE** program. CGMT is a State of Illinois licensed Professional Design Firm, Professional Engineering Corporation, and an Illinois Department of Transportation IDOT Pre-qualified Consultant. CGMT's laboratory has been inspected by the Illinois Department of Transportation (**IDOT**) and AASHTO Material Resource Laboratory (**AMRL**) and the Cement and Concrete Reference Laboratory (**CCRL**). As part of the pre-qualification program CGMT continues to earn accreditations to further advance our professional firm.

Personnel and Ethics

CGMT is honored to have assembled a qualified, highly educated and trained team of engineers, technicians and support staff. They hold the appropriate degrees, licenses and certifications to perform the required Scope of Services in the State of Illinois. We have a proven record of commitment and we continue to demonstrate successful team work needed to perform the quality, reliable and professional services that our clients have come to expect. Our team's strength is in their experience, understanding of the requirements and scope of a project, thoroughness, communication ability and compliance. This high standard is what will assure our qualifications to perform the Construction Observation and Testing Service this project will require. All are committed to complete the required tasks and have the experience to back it up.

Experience

CGMT Principals have been directly responsible for civil works, IDOT and private corporate projects ranging from various transportation-related projects to commercial development across northeastern Illinois. CGMT has performed a similar scope of service for all sizes of Quality Control/Quality Assurance (QC/QA) projects for numerous municipality projects. CGMT has established a growing list of municipality QC/QA projects within municipalities like The City of Chicago, The City of Elmhurst, The City of Wheaton, The Village of Arlington Heights, The Village of Bensenville, The Village of Franklin Park, The Village of Elgin, The Village of Glendale Heights, The Village of Hinsdale, The Village of Hoffman Estates, The Village of LaGrange, The Village of Libertyville, The Village of South Elgin, The Village of West Dundee, and more.

Scope of Services

CGMT will provide the following services as a QA representative, as requested in the RFP:

- Hot Mix Asphalt (HMA) Plant & Field Observations
    - 6 Field (Part Time) Days
- Portland Cement Concrete Field Observation
    - 4 Visit Concrete Drives, Sidewalk, Curb
- QA Management

Fee Schedule

CGMT has completed an estimate in accordance to the estimated quantities and prior experience with the project type:

Based on our review of the project plans and the generalized schedule provided, CGMT estimates the testing scope value of **$5,195** would be appropriate. Please refer below to *Table 1 – Estimated Cost to Provide Material Testing Services* for greater detail. The estimate reflects certain assumptions including the contractor's schedule, over which CGMT has no control. Invoices will be based on the unit rates for actual units incurred. It should be noted that this value assumed standard 8-hour work days and that no overtime would be incurred. This estimate also assumes that all work for each project would be performed discretely.

Table I - Estimated Cost To Provide Material Testing Services					
ITEM	CGMT to Provide	UNIT	UNIT RATES		
			Regular	Unit	Estimate
Field Testing of Concrete	Labor	Hour	$77.00	16.0	$1,232.00
Concrete Plant Inspection	Labor	Hour	$82.00	0.0	$0.00
Dry Gradation (ASTM C 136)	Laboratory Testing	Hour	$65.00	0.0	$0.00
Washed Gradation (ASTM D 1140 & C 136)	Laboratory Testing	Hour	$80.00	0.0	$0.00
Pick up Cylinder Samples	Labor	Trip	$80.00	4.0	$320.00
Concrete Compressive Strength Testing (incl. mold)	Laboratory Testing	Test	$14.00	20.0	$280.00
Field Asphalt Placement Monitoring	Labor	Hour	$77.00	24.0	$1,848.00
Asphalt Plant Monitoring	Labor	Hour	$82.00	0.0	$0.00
Ignition Oven (A/C Content) w/washed gradation	Laboratory Testing	Test	$140.00	0.0	$0.00
Bulk Specific Gravity (T166)	Laboratory Testing	Test	$95.00	0.0	$0.00
Maximum Specific Gravity (T209)	Laboratory Testing	Test	$85.00	0.0	$0.00
Core Bulk Density Determination	Laboratory Testing	Test	$35.00	0.0	$0.00
Nuclear Density Gauge	Equipment	Day	$35.00	6.0	$210.00
Daily Travel	Travel	Day	$30.00	10.0	$300.00
Word Processing	Labor	Hour	$35.00	3.0	$105.00
Sr. Project Engineer (P.E.)	Labor	Hour	$90.00	10.0	$900.00
			2018 Road Program		**$5,195.00**

These costs are based on the following assumptions:

- Client will secure the necessary permits and other legal documentation to access the sites and to perform work.
- All time spent on site shall be approved in advance by the client. Unit rates for this additional time will be in accordance with the Attached Table I.
- Invoicing will be in accordance to attached Table I.

- CGMT will attend all pre-construction meetings that are required by client.
- All field activities will be documented and presented to the client
- All final reports prepared by CGMT will be reviewed by an engineer registered in the State of Illinois.

In order to complete these activities, CGMT will provide the following (as requested in the RFQ):

- Plant monitoring, sampling and testing of Portland Cement and Hot Mix Asphalt when the contractor is placing/paving.
- Field compaction testing of Hot Mix Asphalt by the use of a nuclear density gauge whenever the contractor is placing Hot Mix Asphalt, binder and surface materials.
- Field testing of Portland Cement Concrete when contractor is placing concrete.
- Laboratory Material Testing at the request of the City.
- All testing and documentation in accordance with the requirements of IDOT (QA/QC) specifications.
- CGMT will attend all pre-construction meetings that are required by client.
- All field activities will be documented and presented to the Client.
- All final reports prepared by CGMT will be reviewed by an engineer registered in the State of Illinois.

Scheduling

CGMT will provide personnel at the request of the client when:

- CGMT is notified by the client by telephone, fax or email detailing description of work, number of technicians, location of work and start time.
- If possible, CGMT would appreciate the request for personnel from the client before 4:00 P.M. of the work day prior to the requested day.

We look forward to establishing a great working relationship with the City of Prospect Heights.

If you have any questions or if require additional information, do not hesitate to call our office at (630) 595-1111. You can also email me pkpatel@cgmtinc.com or visit our website http://www.cgmtinc.com.

Respectfully Submitted,
CONSTRUCTION & GEOTECHNICAL MATERIAL TESTING, INC.
Pratik Patel
Pratik K. Patel, P.E.
Vice President

Attachments: Table II – Unit Cost to Provide Material Testing Services
CGMT Certifications
Terms and Condition

CGMT Proposal No.: 18P0253
August 13, 2018

Authorization to Proceed: 18P0253

The below signed authorization indicated acceptance of the proposal in its entirety.

Signature: ______________________________

Name: ______________ Company: ______________

Title: ______________ Date: ______________

Please provide CGMT the Invoicing Information below.

The party listed below shall be financially responsible for the services provided.

Name: ______________ Title: ______________

Company: ______________________________

Address: ______________________________

____

Phone: ______________ Alt. No.: ______________

Fax: ______________ E-mail: ______________

Proposals must be signed and returned to CGMT's office prior to scheduling inspection services. This process can be expedited by sending a fax or e-mail signed copy of the authorization to proceed to the CGMT office.

CGMT Certification and Licenses

PROFESSIONAL DESIGN FIRM

State of Illinois
Department of Financial and Professional Regulation
Division of Professional Regulation

LICENSE NO.
184.004370-0002
062.050947

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below:

EXPIRES:
04/30/2019

DESIGN FIRM - PROFESSIONAL ENGINEERING

CONST & GEOTECHNICAL MATERIAL TESTING INC
60 MARTIN LN
ELK GROVE VILLAGE, IL 60007-1308

BRYAN A. SCHNEIDER
SECRETARY

JESSICA BAER
DIRECTOR

The official status of this license can be verified at www.idfpr.com

11609392

AASHTO

American Association of State Highway and Transportation Officials
AASHTO Accreditation Program Certificate of Accreditation

This is to signify that

Construction & Geotechnical Material Testing, Inc.
in
Elk Grove, Illinois

has demonstrated proficiency for the testing of construction materials and has conformed to the minimum requirements established in AASHTO R 18 set forth by the AASHTO Highway Subcommittee on Materials (HSOM).

The scope of accreditation can be viewed on the AAP Directory of Accredited Laboratories on www.amrl.net.

Bud Wright, Executive Director

Moe Jamshidi, AASHTO HSOM Chair

AASHTO
THE VOICE OF TRANSPORTATION

AAP
AASHTO R18

IDOT Prequalification Listing

CONSTR, & GEO, MATRL TESTING, INC,		Pratik Patel	Phone:	(630) 595-1111	Ext:
Is DBE?	☒	60 Martin Lane Elk Grove Village, IL 60007	Fax:	(630) 595-1110	

Categories: Geotechnical Services - General Geotechnical Services, Geotechnical Services - Subsurface Explorations, Special Services - Quality Assurance HMA & Aggregate, Special Services - Quality Assurance PCC & Aggregate

IDOT Materials Letter

Illinois Department of Transportation
Office of Highways Project Implementation / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

March 17, 2017

Mr. Pratik Patel
President
Construction and Geotechnical Material Testing, Inc.
60 Martin Lane
Elk Grove Village, IL 60007

Dear Mr. Patel:

The inspection of your Elk Grove Village facility, lab number 1381, was completed on February 22, 2017, by representatives of the Illinois Department of Transportation. The laboratory is approved for Aggregate, PCC and HMA Testing.

All tests shall be performed in accordance with the Department's current version of the Manual of Test Procedures for Materials. Any personnel performing these tests shall be appropriately trained and certified via State approved courses.

If you have any questions or need additional information, please contact Ms. Katherine Au, P.E., at (847) 705-4299.

Very truly yours,

Anthony J. Quigley, P.E.
Region One Engineer

By:
George Houston, P.E.
Bureau Chief of Materials

IDOT Geotechnical Letter

Illinois Department of Transportation
Division of Highways/District 1
201 West Center Court/Schaumburg, Illinois/60196-1096

Consultant: **Construction & Geotechnical Material Testing, Inc**
60 Martin Ln, Elk Grove Village, IL 60007

The above consultant has the required equipment to perform the following tests: (only checked items apply)

Item	Requirements
TOPSOIL ✓	Page 1: A & I, Page 2: Organic content, pH apparatus
LABORATORY ✓	Page 1: B-H, Page 1 & 2: up to Specific Gravity
LAB and FIELD ✓	Page 3 & 4

All equipment, as indicated above, has been reviewed and is physically present at the captioned facility. Any exceptions are noted and no approval for that portion is now given. This equipment inspection in no way attests to the ability or qualification of the caption consultant facility to perform the required tests. Re-inspection is required on an annual basis. This certification expires one year from the signed date below.

This inspection does not relieve you from AMRL inspection requirements which are required for I.D.O.T. design work. We will not require full accreditation in the soils area, but there are four crucial tests that impact foundation design, embankment stability analysis, and construction recommendations. The four tests are unconfined compression test (AASHTO T-208), consolidation test (AASHTO T-216), UU triaxial compression test (AASHTO T-296), and CU triaxial compression test (AASHTO T-297).

I.D.O.T. Representative: Youth Phaiboun
Date: 02/28/2017

January 3, 2017

Army Corp

DEPARTMENT OF THE ARMY
ENGINEER RESEARCH AND DEVELOPMENT CENTER, CORPS OF ENGINEERS
GEOTECHNICAL AND STRUCTURES LABORATORY
WATERWAYS EXPERIMENT STATION, 3909 HALLS FERRY ROAD
VICKSBURG, MISSISSIPPI 39180-6199

February 2, 2018

Reply to the Attention of:
Concrete and Materials Branch

Pratik K. Patel, P.E.
Construction & Geotechnical Material Testing, Inc.
60 Martin Lane
Elk Grove Village, IL 60007

Dear Mr. Patel:

In reference to your check no. 7119, dated December 18, 2017, and audit agreement, dated December 7, 2017, an audit based on your AASHTO Accreditation was performed on documents submitted by your laboratory. We examined the AMRL On-site Assessment Report No. 20752, dated December 28, 2015, the CCRL Inspection Report No. W-1150, dated March 23, 2017 and the AASHTO accreditation certificate effective February 2, 2018.

Your Quality System meets the requirements of the U.S. Army Corps of Engineers. The material test methods that you are validated to perform for the U.S. Army Corps of Engineers were determined from the inspection reports from AASHTO and are as follows:

Aggregate Tests: ASTM C117, C127, C128, C136, C29, C566, and C702.

Bituminous Tests: ASTM D2041, D2172, D2726, D3203, D4867, and D6307.

Concrete Tests: ASTM C31, C39, C138, C143, C172, C231, C1064, C511, C1077, and C1231.

Soil Tests: ASTM D421, D422, D698, D1557, D2216, D4318, and D6938.

We will add your laboratory to the list of commercial laboratories qualified to conduct material tests for the U.S. Army Corps of Engineers; see the Materials Testing Center homepage at http://www.erdc.usace.army.mil/Media/FactSheets/FactSheetArticleView/tabid/9254/Article/476661/materials-testing-center.aspx. All Corps offices will be notified of this decision and will have the opportunity to use your services. Construction & Geotechnical Material Testing, Inc. Elk Grove Village, IL will remain on our list of laboratories qualified to conduct material tests until **February 2, 2020** (2) years from the date of the audit. In the event your AASHTO accreditation is suspended in whole or part, Construction & Geotechnical Material Testing, Inc. Elk Grove Village, IL is to notify the Materials Testing Center immediately to perform a re-evaluation of your laboratory's validation. Failure to notify the Materials Testing Center will result in immediate suspension of your U.S. Army Corps of Engineers validation.

Sincerely,

Alfred B. Crawley, PE
Director
Materials Testing Center

Copy Furnished:
Chicago District, Kent Smith

MBE

DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JAN 09 2018

Kanti Patel
Construction & Geotechnical Material Testing, Inc., d/b/a CGMT, Inc.
60 Martin Lane
Elk Grove Village, IL 60007

Dear Kanti Patel:

We are pleased to inform you that **Construction & Geotechnical Material Testing, Inc., d/b/a CGMT, Inc.** has been certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **1/01/2023**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

DBE

DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

NOV - 3 2017

Kanti Patel
Construction & Geotechnical Material Testing, Inc.,
d/b/a CGMT, Inc.
60 Martin Lane
Elk Grove Village, IL 60007-1308

Dear Kanti Patel:

The City of Chicago has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm, **Construction & Geotechnical Material Testing, Inc., d/b/a CGMT, Inc.,** continues to meet the **Disadvantaged Business Enterprise ("DBE")** certification program eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit is due October 15, 2018.

GENERAL TERMS AND CONDITIONS

1. Relationship between Engineer and Client: Construction & Geotechnical Material Testing, Inc. (CGMT) (Engineer) shall serve as Client's geotechnical and materials engineering consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

2. Responsibility of the Engineer: Engineer will render engineering services in a manner consistent with that level of skill and care ordinarily exercised by competent members of the same profession providing similar services in the same region. Engineer makes not warranty, either expressed or implied, with respect to its services.

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

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order Engineer shall immediately comply with its terms and take all reasonable steps to reduce the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed, in the event the period of any suspension exceeds thirty (30) days. Client will reimburse Engineer for the cost of such suspension and remobilization.

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

6. Documents Property of Client: Drawings, specifications, reports, and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Client. Engineer shall have the right to retain copies of all documents and drawings for its files.

7. Reuse of Documents:

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

8. Compliance with Laws: The Engineer shall exercise usual and customary professional care in his efforts to comply with those laws, codes, ordinance and regulations, which are in effect as of the date of this Agreement.

9. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of its net fee for the services from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Engineer, or to the amount of the Engineer’s insurance, whichever is less.

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

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

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

12. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and insure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

14. Waiver of contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provision: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

18. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.

19. Designation of Authorized Representative: Each party shall designate one or more persons to act with authority in its behalf in respect to all aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

20. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

21 Payment for Services Invoices for the work are to be submitted on the 15th and last day of the month for work done during each respective time frame. An itemized invoice of services performed, based on the appropriate man-hours and unit prices provided in our schedule of fees, would be provided at each billing cycle. Terms of payment for our services are net due at the time of receipt of the final report and our invoice. If this account is delinquent per the terms of this contract, an interest charge of 1.5 percent will be assessed on a monthly basis.

22. Limitation of Liability: Client agrees to allocate certain of the risks associated with the project by limiting Engineer’s total liability to Client, subject to available insurance proceeds, arising from Engineer’s professional acts, errors, or omissions and for any and all causes under this agreement to the fullest extent permitted by law as follows. For projects where Engineer’s fee estimate or proposed fees are:

a. less than $10,000 or less, Engineer’s total aggregate liability shall not exceed $5,000, or the total fee for the services rendered, whichever is greater.

b. greater than $10,000, Engineer’s total aggregate liability shall not exceed $25,000 or the total fee for the services rendered, whichever is greater.

August 6, 2018

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

Re: Construction Observation Services Agreement
2018 Road Program
GHA Proposal No. 2018.CS119

Dear Mr. Wade:

On behalf of Gewalt Hamilton Associates, Inc. (GHA), we thank you for the opportunity to submit this proposal to assist the City with construction observation services for your Roadway Improvement program. Members of our staff have enjoyed long-term professional relationships with the City and have assisted in the completion of similar roadway improvement projects throughout the area.

We trust that our proposal will meet with your favorable review. We look forward to further discussing your project and ideas for implementation with you and your staff in greater detail.

Sincerely,
Gewalt Hamilton Associates, Inc.

Steven D. Berecz

Steven D. Berecz, PE
Senior Engineer
sberecz@gha-engineers.com

Encl.: GHA Proposal No. 2018.CS119

GHA GEWALT HAMILTON ASSOCIATES, INC.
CONSULTING ENGINEERS
625 Forest Edge Drive, Vernon Hills, IL 60061
Tel 847.478.9700 ■ Fax 847.478.9701
www.gha-engineers.com

Construction Observation Services Agreement
2018 Road Program
Prospect Heights, Illinois
GHA Proposal No. 2018.CS119

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

I. Project Understanding

The City of Prospect Heights is bidding a project to upgrade its roadway infrastructure by improving portions of the system located along various routes within the City. The street segments considered are:

1. Rob Roy Lane from Camp McDonald Road to Country Club Drive
2. Edward Cul-de-sac from Edward Road to dead end
3. Edward Road from Wolf Road to dead end
4. Tomah Avenue from Willow Road to dead end
5. Minnaqua Drive from Tomah Avenue to Schoenbeck Road
6. Etowah Avenue from Willow Road to Minnaqua Drive
7. Maple Lane from Camp McDonald Road to Marberry Drive
8. Hillside Avenue from Elmhurst Road to Willow Road
9. Nawata Place from Etowah Avenue to dead end
10. East Circle Avenue from Olive Avenue to Manor Avenue
11. Olive Avenue from Prospect Court to Pine Street
12. Apple Drive from Milwaukee Avenue, west about 600’ (tourism district)
13. Winkleman Road from Milwaukee Avenue, east about 900’ (tourism district)

The work scope has been based on the bid documents that GHA prepared for the 2018 Road Program. The bid documents have an anticipated start date of September 10th and a completion date of November 17th. Our time efforts anticipated have been based on this construction scheduled. The preliminary engineer’s opinion of probable construction cost for this project is $1,550,000.

The following project approach is based on our discussions with the City and our experience with similar projects in this neighborhood. As such, GHA proposes to provide Construction Observation services which include the following:

II. Scope of Services – Construction Observation Services

1. Attendance at one (1) pre-construction meeting is included. The City will be provided a summary in the form of Minutes for their records.
2. An allowance for construction layout, on a one-time basis, has been provided. Paint layout marking will be utilized to identify removal items.
3. Review of shop drawings pertaining to civil improvements.
4. Prepare field orders, change orders and clarification throughout the construction duration.

5. Construction Engineering and Observation Services
    a. Construction engineering and observation services will be full-time for an estimated 50 to 55 working day schedule. This schedule includes GHA punch list generation and work completion by the contractor. One GHA engineering technician will be assigned to this project and is anticipated to provide an average of 45 hours on site during an average week for the duration of the project. If additional time or observation personal are necessary in order to expedite the construction schedule, or if multiple crew coverage is desired by the City, these services will be provided on an as-needed basis, upon approval from the City. This will require an adjustment to our proposed fees based on any duration that exceeds the anticipated single equivalent amount. The proposed fee reflects all anticipated construction observation services, plus project management time and administrative services within the 50 to 55 working day schedule.
    b. GHA will prepare a project punch list at the completion of major construction activities and will follow up with the contractor regarding its timely completion.
    c. GHA will maintain the project quantity book over the duration of construction.
    d. GHA will maintain the weekly summary report over the duration of the project.
    e. GHA will communicate daily progress to City staff by email, in-person or telephone.
    f. GHA will assist the City staff with resident issues/complaints, as needed.
6. Progress Meetings and Project Management
    a. Client will be provided copies of the Inspector's Weekly Report on a weekly basis.
    b. GHA will coordinate with the contractor regarding the processing and approval of pay requests, force accounts, and change orders.
7. Material Testing Services - GHA recommends that the City contract separately for these services.
8. Project Closeout Documentation
    a. GHA will prepare project closeout documentation for the City's files.
    b. GHA will provide the City a copy of the daily diary pages and quantity book at project closeout for their files, along with collected project load tickets.

III. Compensation for Services

In accordance with IDOT guidelines for a MFT roadway resurfacing project, a standard professional service fee for design phase services and for construction phase services is typically 5% for design services and 5% for construction services based upon the total construction estimate. The estimated construction costs for the 2018 Roadway program in Prospect Heights is $1,550,000.

Based on prior projects, we have found that a design fee of 2.75% and construction phase service fee of 5% to 6% are more representative of the labor time expended during each phase.

For construction observation services, GHA proposes to invoice on a time and material basis in accordance with our 2018 City hourly rate structure. We propose a time and material budget of $78,500 for this project plus $1,300 for reimbursable expenses.

Reimbursable expenses, including items such as printing, messenger service, mileage, etc. will be billed to the Client without markup.

All services, including any additional services requested and authorized by the City, will be billed in accordance with the hourly rates currently on file with the City.

IV. Notes, Clarifications and Assumptions

1. Meetings beyond those specified in *II. Scope of Services* are not included and will be billed on a time-and-materials (T&M) basis as an additional service.
2. Environmental assessments, wetland delineations or permitting are not included.
3. Construction specifications will reference the "Standard Specifications for Road and Bridge Construction", latest edition, adopted by the Illinois Department of Transportation.
4. No plans are to be generated as part of the work other than indicated above.
5. The Client will be responsible for all bid advertising costs.
6. No Clean Construction and Demolition Debris (CCDD) investigations will be conducted.

V. General Conditions of this Agreement

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

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

GHA, Inc. shall not have control of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for job site safety measures. Such control is the sole responsibility of the Client's contractor.

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

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

By signing below you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.	City of Prospect Heights
Steven D. Berecz	
Steven D. Berecz, P.E.	
Senior Engineer	Name: ______________
	Title: ______________
	Date: ______________

Encl.: Attachment A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Prospect Heights City Redevelopment Committee (PCRD)

Proposed Structure and Charge

Structure

The Committee will consist of a Chair, home owner residents, business representatives, City staff and other individuals interested and committed to the redevelopment of the City Center. The Committee will build on the results of the Strategic Directions Committee (SDC) deliberations and recommendations with respect to the redevelopment of the Prospect Heights city center redevelopment.

All interested parties will be eligible to participate. From those expressing willingness to participate a nine member steering sub-committee will be established that will develop plans for carrying out the Committee's mission.

Mission

The Committee will be the disseminator of information and plans for the City Center redevelopment.

Charge

1. Secure input from the Prospect Heights community of what a City Center redevelopment project would entail in both the near, mid and long term.
2. Provide for an exchange of ideas between the City residents, the elected leadership and the City staff of what should be the vision for a redevelopment initiative.
3. Plan, develop and execute distribution of the necessary educational materials to the City residents that will provide them with the necessary information that provide informed knowledge of the initiative.
4. Act as the contact point for developers interested in participating in this initiative
5. Provide a quarterly report to the community and to the elected officials of the activities, hurdles and opportunities for the project moving forward.
6. Secure approval of the City Council where necessary either by Council direction or statutory requirement.
7. Perform other duties related to this initiative as may be directed by an action of the City Council.

Resolution No. R-18-24

A RESOLUTION ESTABLISHING AN AD HOC PROSPECT HEIGHTS CITY REDEVELOPMENT COMMITTEE

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

SECTION ONE: The City Council desires to establish a committee to provide for the redevelopment and implementation of City Center.

SECTION TWO: There is hereby established an ad hoc PROSPECT HEIGHTS CITY REDEVELOPMENT ("Committee"). The Committee shall consist of seven members.

SECTION THREE: Members shall be appointed by the Mayor with the advice and consent of the City Council. At the time of appointment, one member shall be designated by the Mayor as the Chairman and one member shall be designated as the secretary. Additional staff and officials may be added on an *ad hoc* basis at the discretion of the Chairman and the City Administrator. Members sit at the pleasure of the Mayor and may be removed from the Committee by the order of the Mayor.

SECTION FOUR: The Committee shall have the responsibility to do the following:

(A) Secure input from the Prospect Heights community of what a City Center redevelopment project would entail in both the near, mid and long term;

(B) Provide for an exchange of ideas between the City residents, the elected leadership and the City staff of what should be the vision for a redevelopment initiative;

(C) Plan, develop and execute distribution of the necessary educational materials to the City residents that will provide them with the necessary information that provide informed knowledge of the initiative;

(D) Act as the contact point for developers interested in participating in this initiative; and

(E) Provide reporting to the community and to the elected officials of the activities, hurdles and opportunities for the project moving forward;

SECTION FIVE: The Committee shall comply with the Open Meetings Act and the Freedom of Information Act. The Committee shall set its own meeting schedule and may adopt its own rules of procedure. From time to time the Committee shall report and make recommendations to the City Council as it sees fit or as directed by the City Council. The Committee shall have no authority to make expenditures or hire employees.

SECTION SIX: The City Council may abolish the Committee at any time by resolution or motion.

PASSED AND APPROVED this 27th day of August, 2018.

____

Nicholas J. Helmer, Mayor

ATTEST:

____
City Clerk

AYES: ____

NAYES: ____

ABSENT: ____

#4845-6721-0352

Resolution No. R-18-14

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	**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

BY: [signature] MAYOR

BY: ____________________

CORNERSTONE COMMERCIAL PARTNERS, LLC

BY: [signature]
Peter L. Karlis

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	**CORNERSTONE COMMERCIAL PARTNERS, LLC**
By: ______ Nick Helmer, Mayor	By: ______ Peter L. Karlis
By: ______	By: Ronald W. Reese ______ 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

BY: ______________ Mayor

BY: ______________

DATE: November 22, 2016

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

CORNERSTONE COMMERCIAL PARTNERS, LLC

BY: ______________
Peter L. Karlis

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

BY: [signature] MAYOR

BY: ____________________

CORNERSTONE COMMERCIAL PARTNERS, LLC

BY: [signature]
Peter L. Karlis

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

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~~July, 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~~Thirty Thousand and NO/100 dollars ($2,~~750~~730,000.00)** (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~~21/100 Dollars ($6.~~26~~21) 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~~230 calendar days ~~following~~of the ~~Due Diligence Period~~Effective Date. 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~~sixty (60) calendar days from the ~~Approval~~Effective 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.~~C. **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~~6C 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~~Effective 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~~remedies, 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. SURVEY. Within 90 days of the ~~Approval~~Effective 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. DEED. 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. CLOSING DOCUMENTS. 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. **<u>Title & Survey Matters</u>.**

(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~~<u>20</u>, 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. **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~~ Seller has 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~~26 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~~.~~; and

~~v.~~vi. Within 200 days of the Effective Date, the Buyer has either received a No Further Remediation Letter from the Illinois Environmental Protection Agency for the Property or waived its right to receive the same before the date of Closing.

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~~remedies 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~~19, 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. <u>CONTRACT MODIFICATION</u>. 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. <u>EXHIBITS</u>. The following Exhibits are attached hereto and made a part hereof by reference:

<u>Exhibit A</u> Legal Description of the Property

<u>Exhibit B</u> Due Diligence Documents

<u>Exhibit C</u> Draft Site Plan

25. <u>NO WAIVER OF TORT IMMUNITY</u>. 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. <u>6B APPLICATION</u>. 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. <u>APPROVAL DATE</u>.** 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

<u>Exhibit A</u>

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

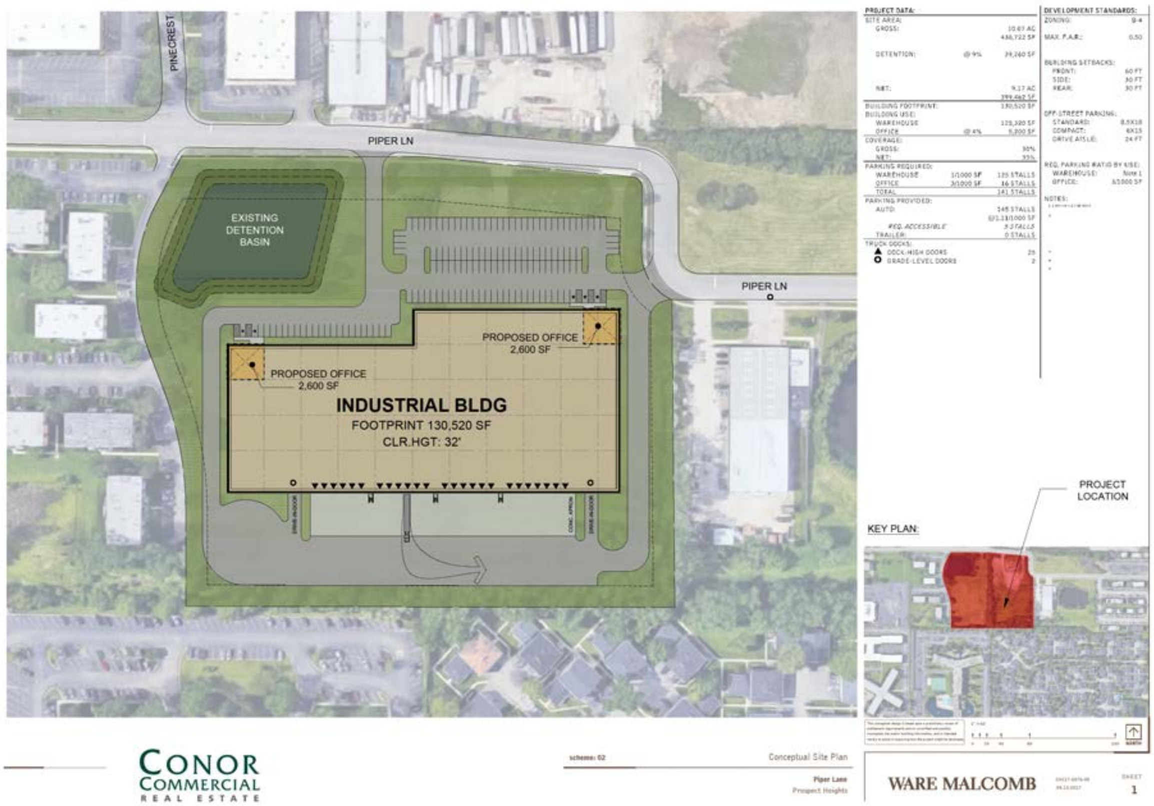
<u>Exhibit B</u>

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.

Exhibit C

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,

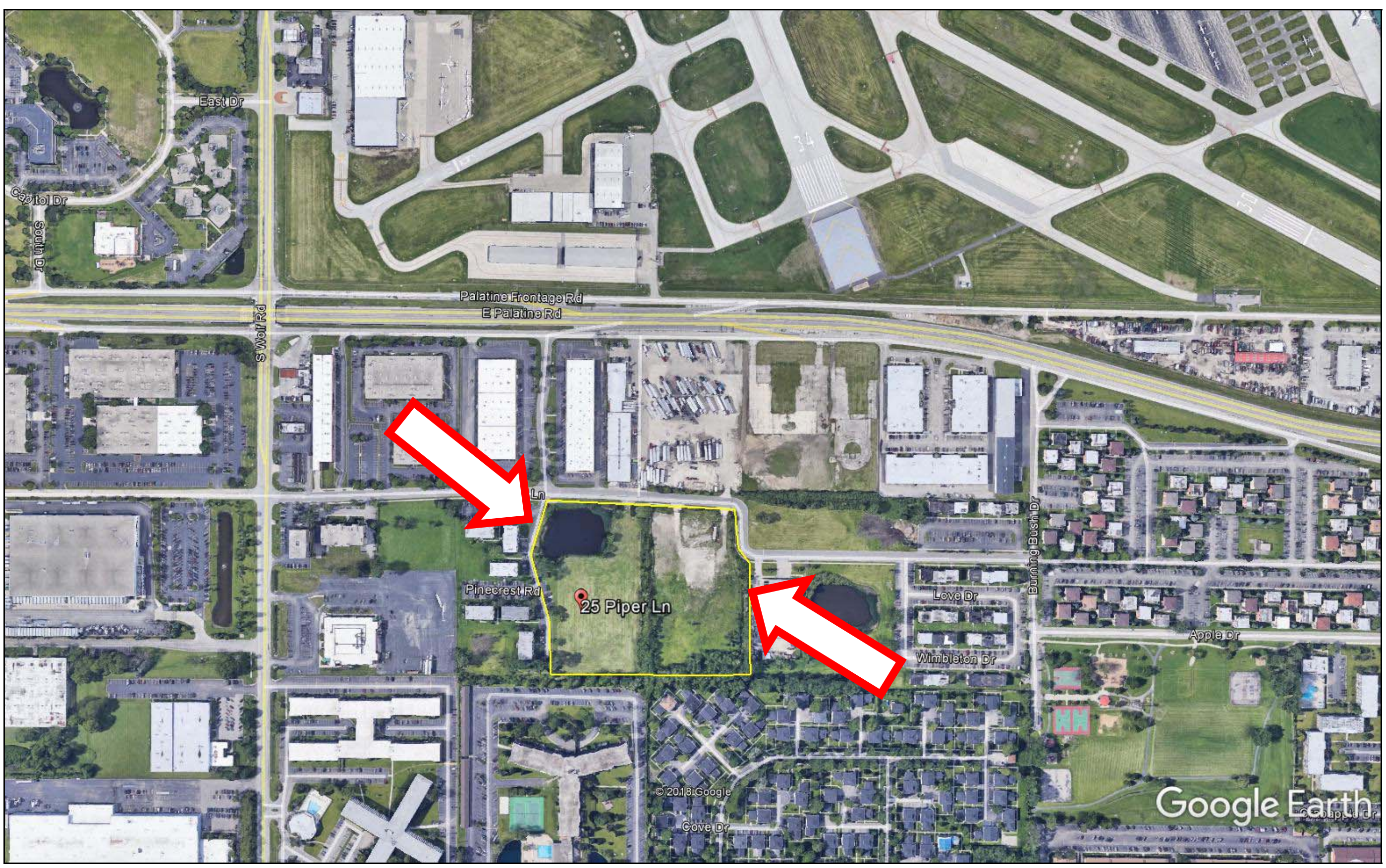
Matthew T. Kang
Appraiser
Associate Real Estate Trainee Appraiser
Illinois License No. 557.006393
Expiration Date: 09/30/2019

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

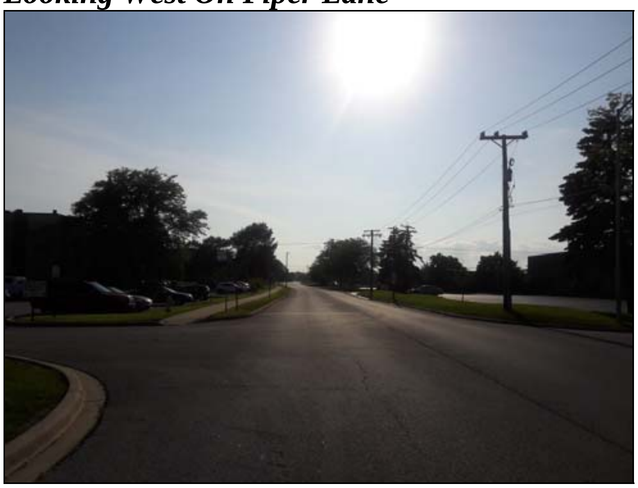
View From Piper Lane

View Of Retention At The SW Corner Of Site

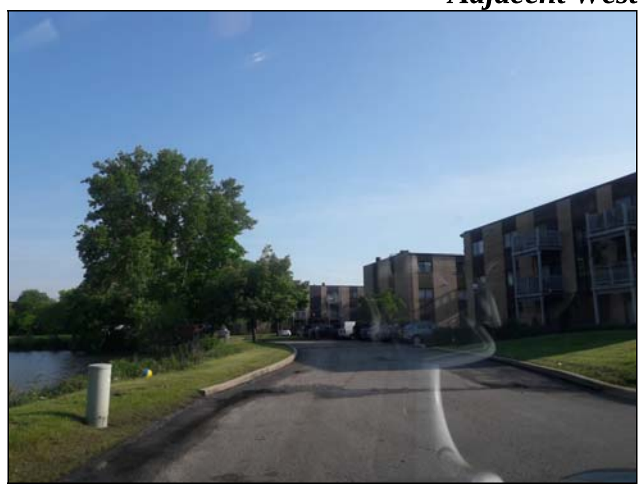
Looking East On Piper Lane

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.

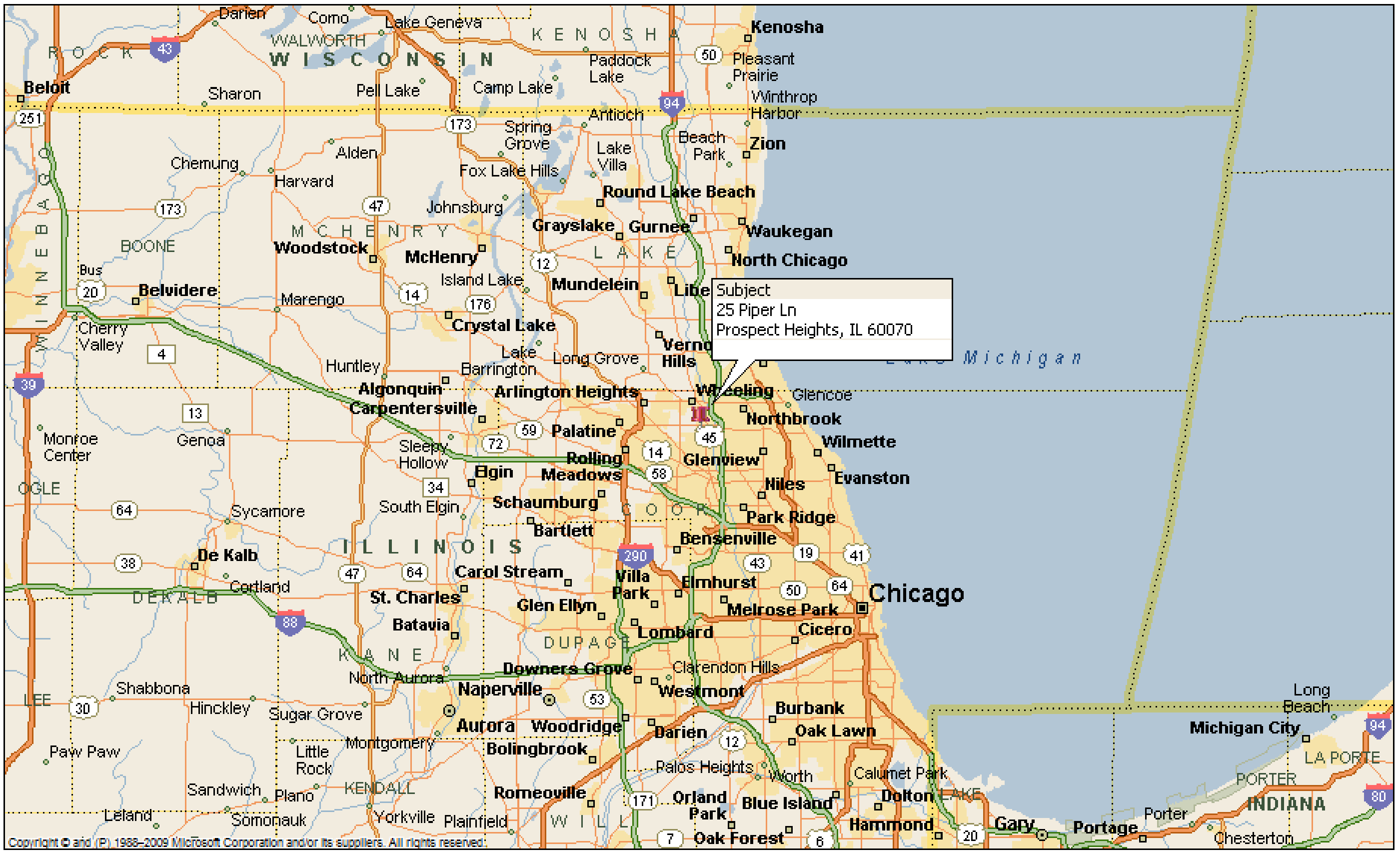
ENVIRONMENTAL

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.

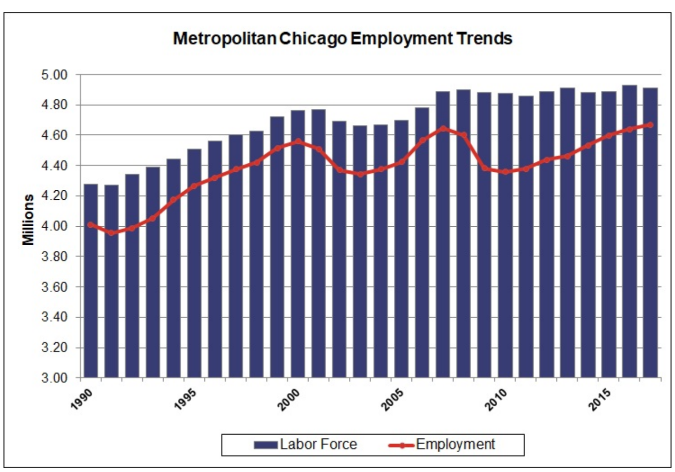
[2] The Chicago-Naperville-Elgin, IL-IN-WI CBSA Core Based Statistical Area (CBSA) includes the counties of Cook, DeKalb, DuPage, Grundy, Kane, Kendall, Lake, McHenry, and Will in Illinois; Jasper, Lake, Newton and Porter in Indiana; and Kenosha in Wisconsin

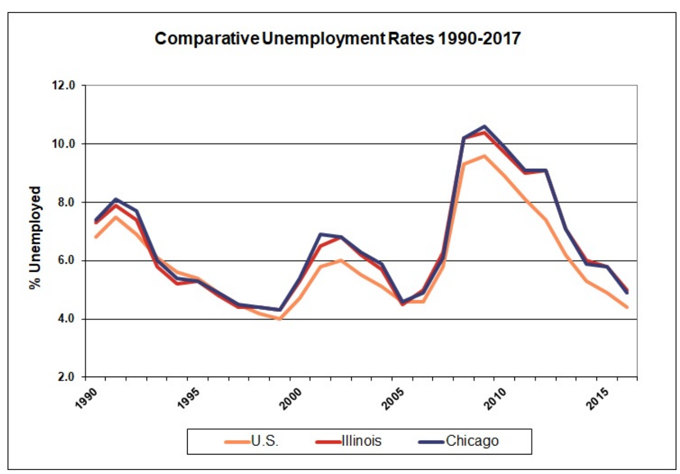
REGIONAL ANALYSIS – Continued

RECENT CHICAGO CBSA (IL PORTION) CIVILIAN LABOR FORCE DATA, 1990-2017

Year	Labor Force	Unemployed	Employment	% Change	Unemployment Rate (%) 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





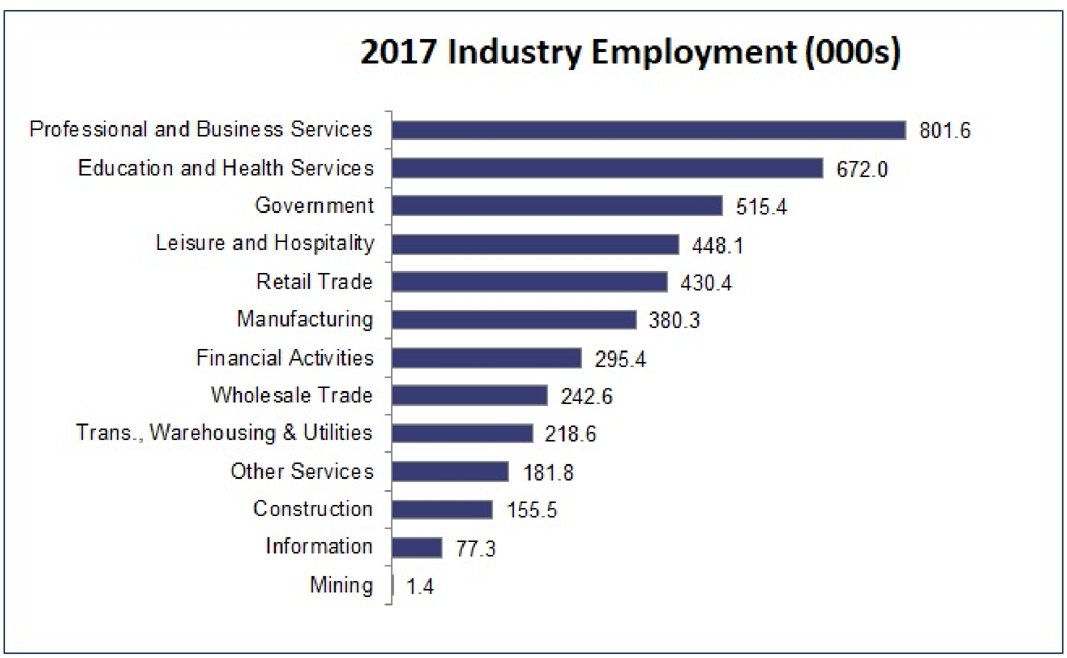
REGIONAL ANALYSIS – Continued

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



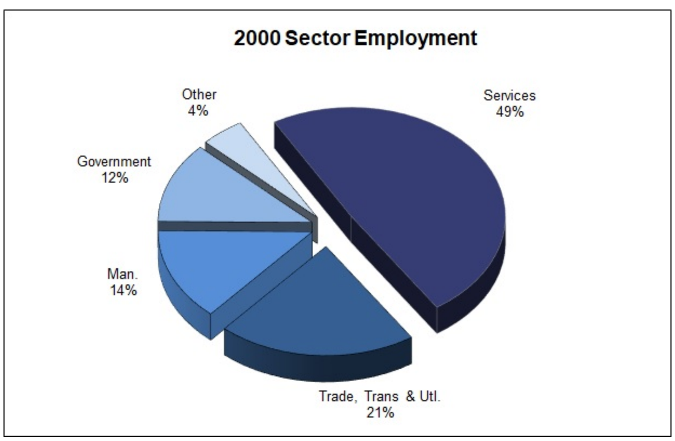
REGIONAL ANALYSIS – Continued

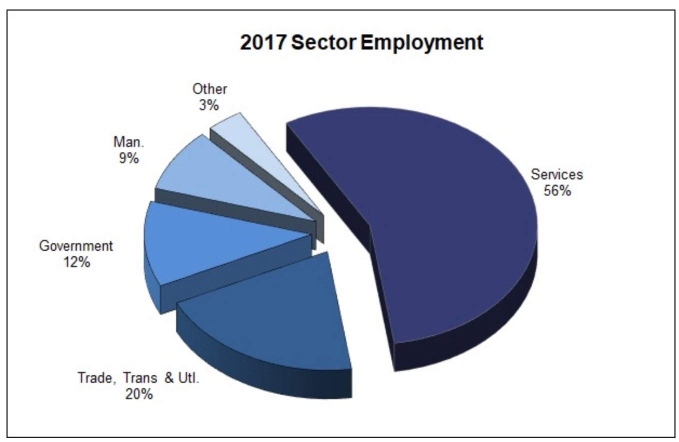
The region has a two-tiered economic base characterized by highly cyclical durable goods manufacturing, and less cyclical non-durable manufacturing, finance, services, and trade. The region's economy has shifted away from resource and transportation-based manufacturing toward more of an advanced service 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.

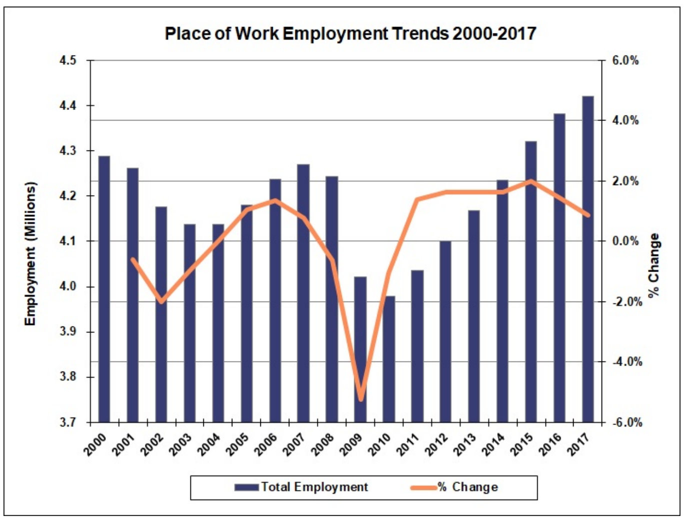
Professional and business services have surpassed trade and manufacturing to become the region’s largest sector, with 18% of all jobs. The education and health services, and the leisure and hospitality sectors also exceed manufacturing in total employment. The size and breadth of the Chicago economy 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.

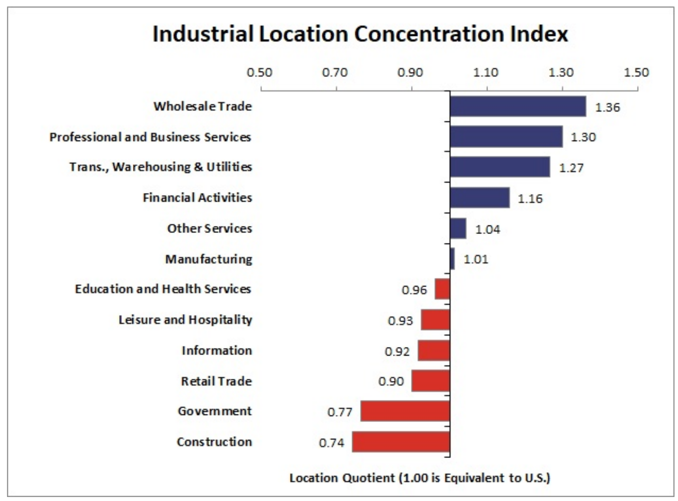
Current Conditions

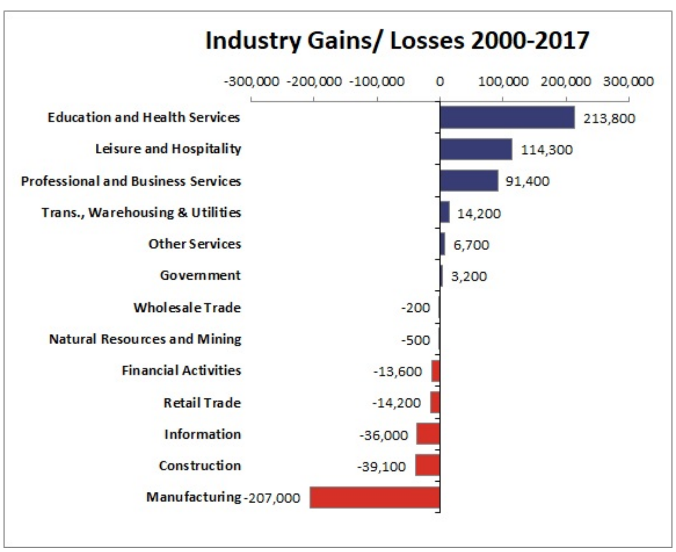
The economy entered a severe recession in late 2007. Unemployment has spiked, household income and net worth declined while consumer confidence fell to historic lows. Realty (especially housing) and equities markets suffered significant reverses. Although the recession technically ended in June 2009, 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.

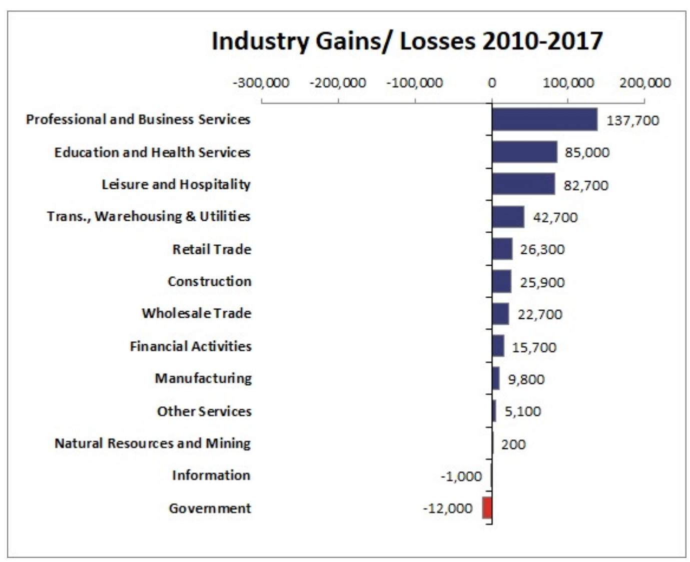
<u>REGIONAL ANALYSIS</u> – Continued

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

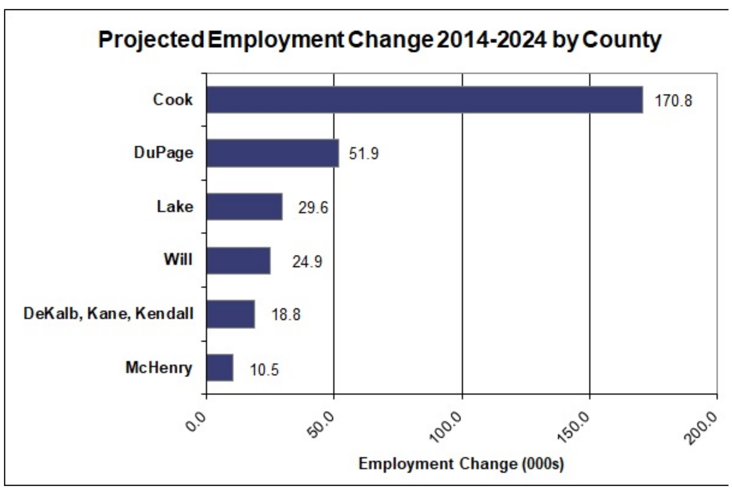
Projected Employment

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.

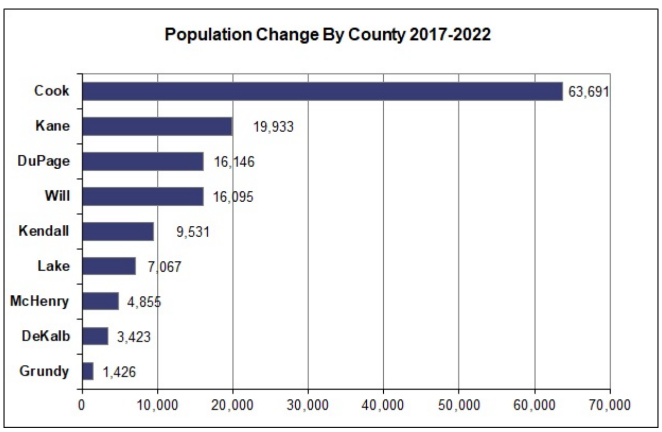
[3] The Chicago Metropolitan Agency for Planning (CMAP) is the official comprehensive planning agency for the region which includes the seven counties of Cook, DuPage, Kane, Kendall Lake, McHenry and Will. Formed in 2005, CMAP integrates planning for land use and transportation in the seven counties 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.

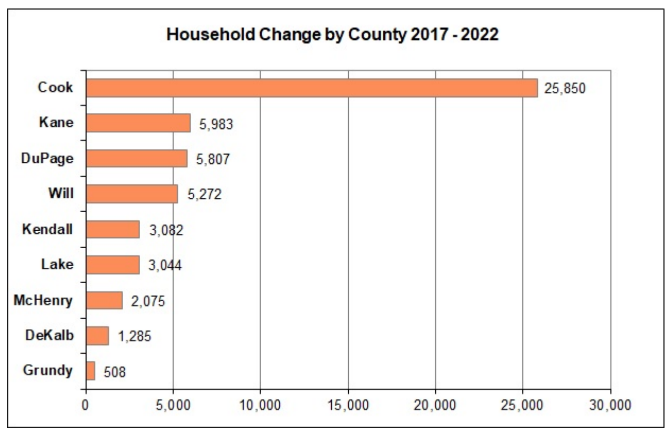
REGIONAL ANALYSIS – Continued

PROJECTED POPULATION TRENDS, 1990 – 2022

County	1990	2000	2010	2017 Estimate	2022 Projection	% Change 2010 to 2017	% Change 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*





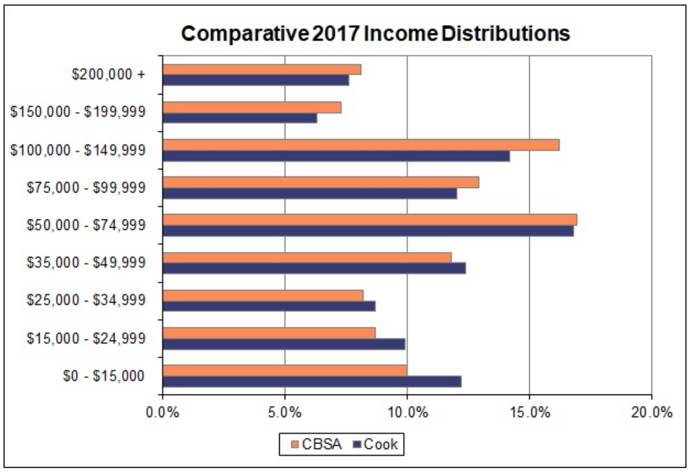
Cook County, in which the subject is located, will grow by just 1.1% between 2015 and 2020, but will account for an estimated 47% of the region's overall population growth.

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.

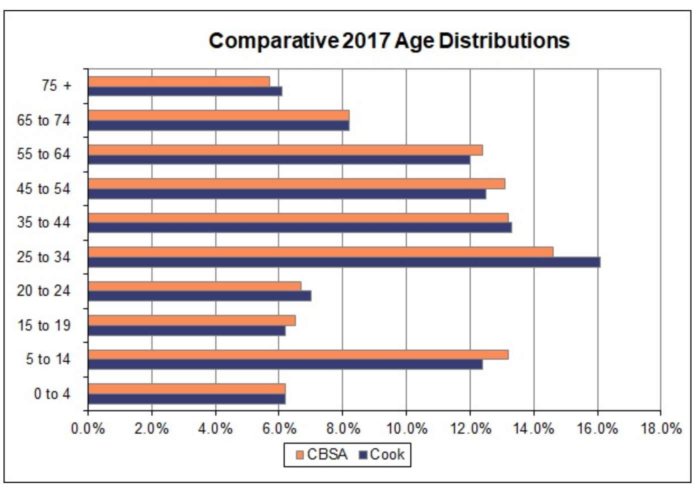
COMPARATIVE HOUSEHOLD INCOME DISTRIBUTION 2017



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

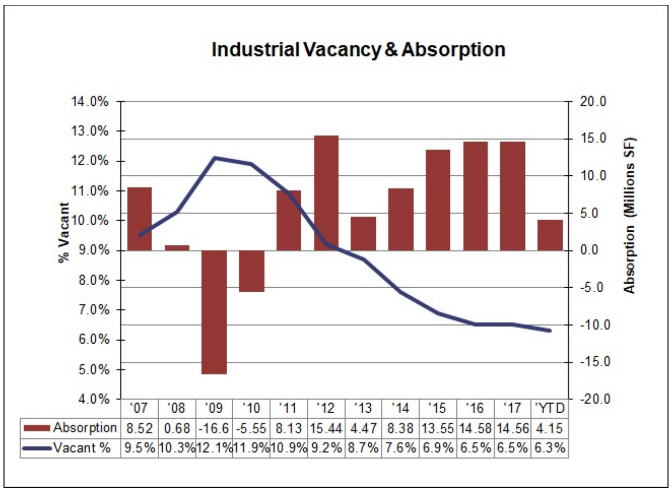
Source: CoStar Property

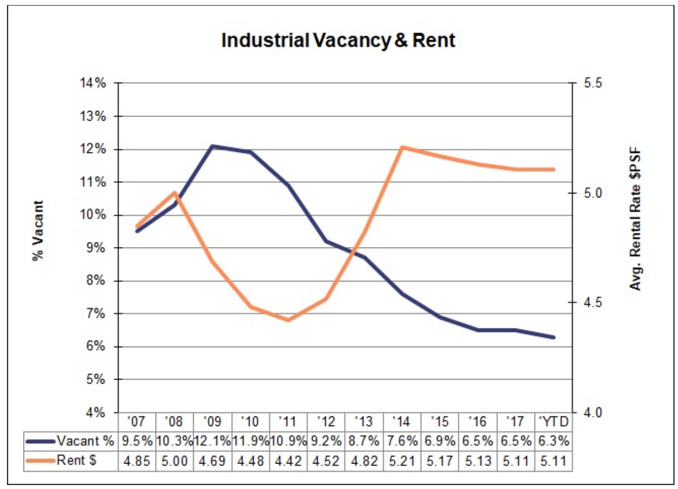
4 CoStar *Industrial Advisory Report Q4 2017*

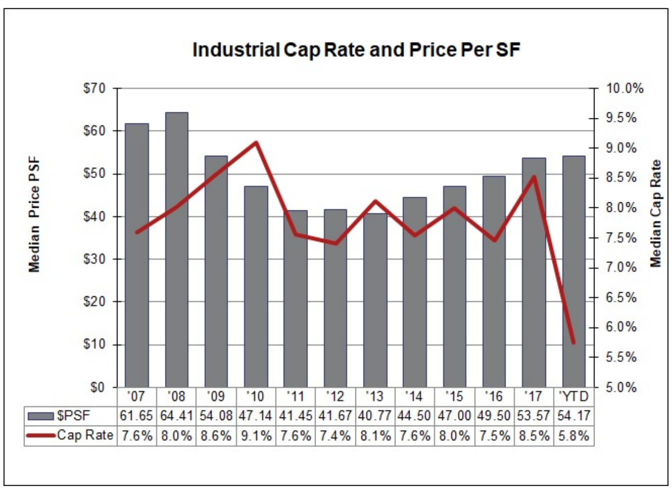
INDUSTRIAL MARKET OVERVIEW - Continued

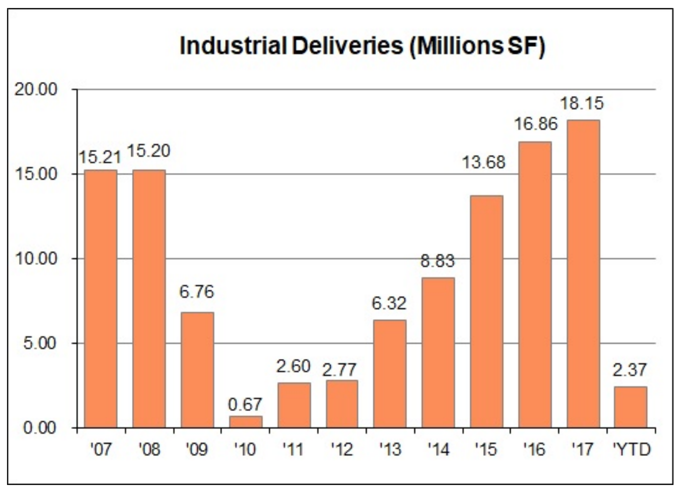
The following charts show trends in key 6-county (Cook, DuPage, Kane, Lake, McHenry and Will) industrial real estate indices including vacancy, rents, average sales prices, absorption, cap rates and construction based on data from CoStar, Inc. The data differ from the preceding table due to differences 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

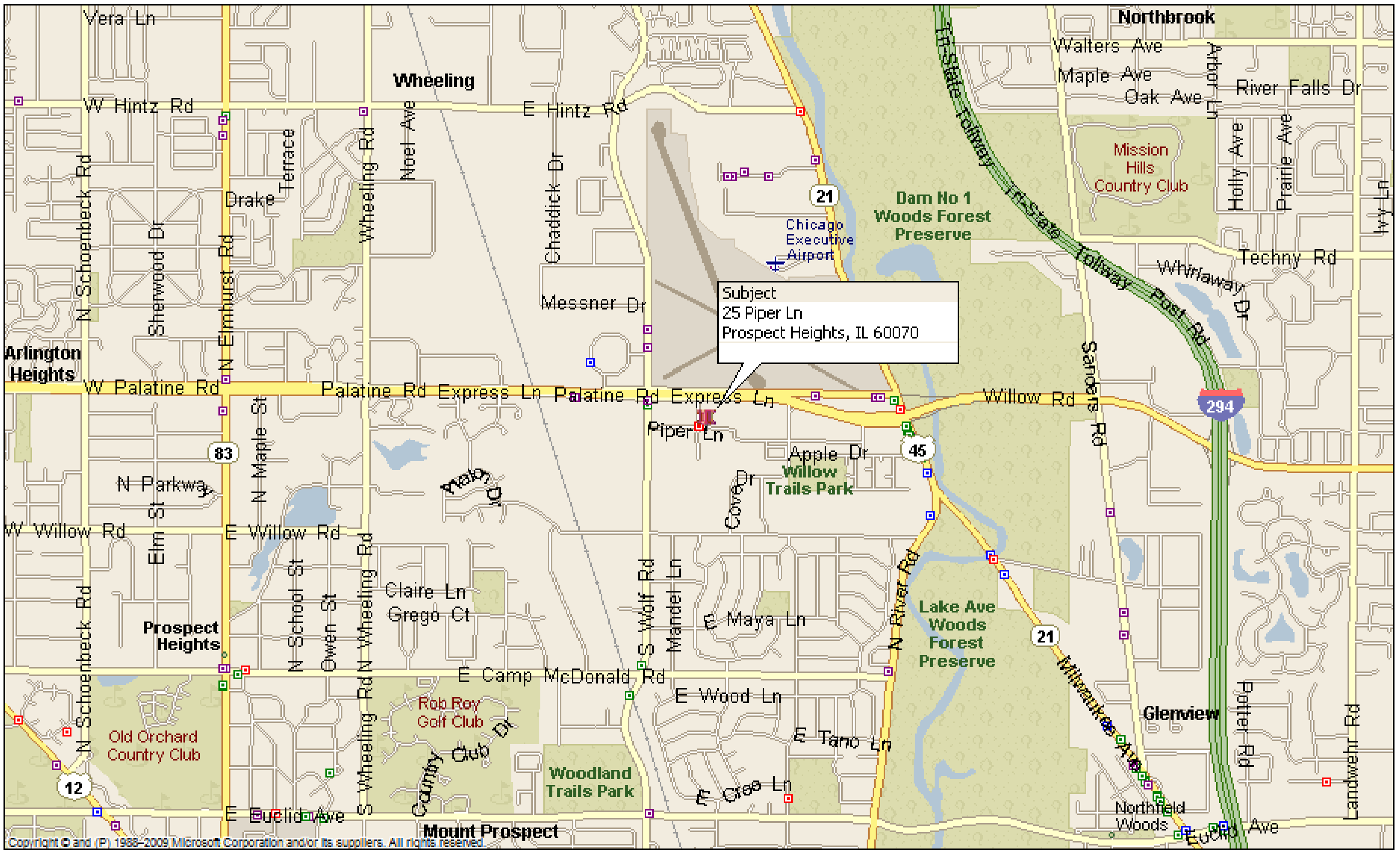
Although speculative development is increasing, build-to-suit activity continued to dominate in 2017. E-commerce, automotive manufacturing, aerospace energy, food processing and third-party logistics continue to be the sources of strength. Candidates for large increments include firms that previously 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
East Dr
Capitol Dr
South Dr
S Wolf Rd
Piper Ln
Pinecrest Dr
Piper Ln
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 Andoa Ln
E Aztec Ln
N Ataia Dr
N Aspen Dr
N Oneida Ln
300 yards
bing
Robert Ln
E Mohawk Ln
© 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

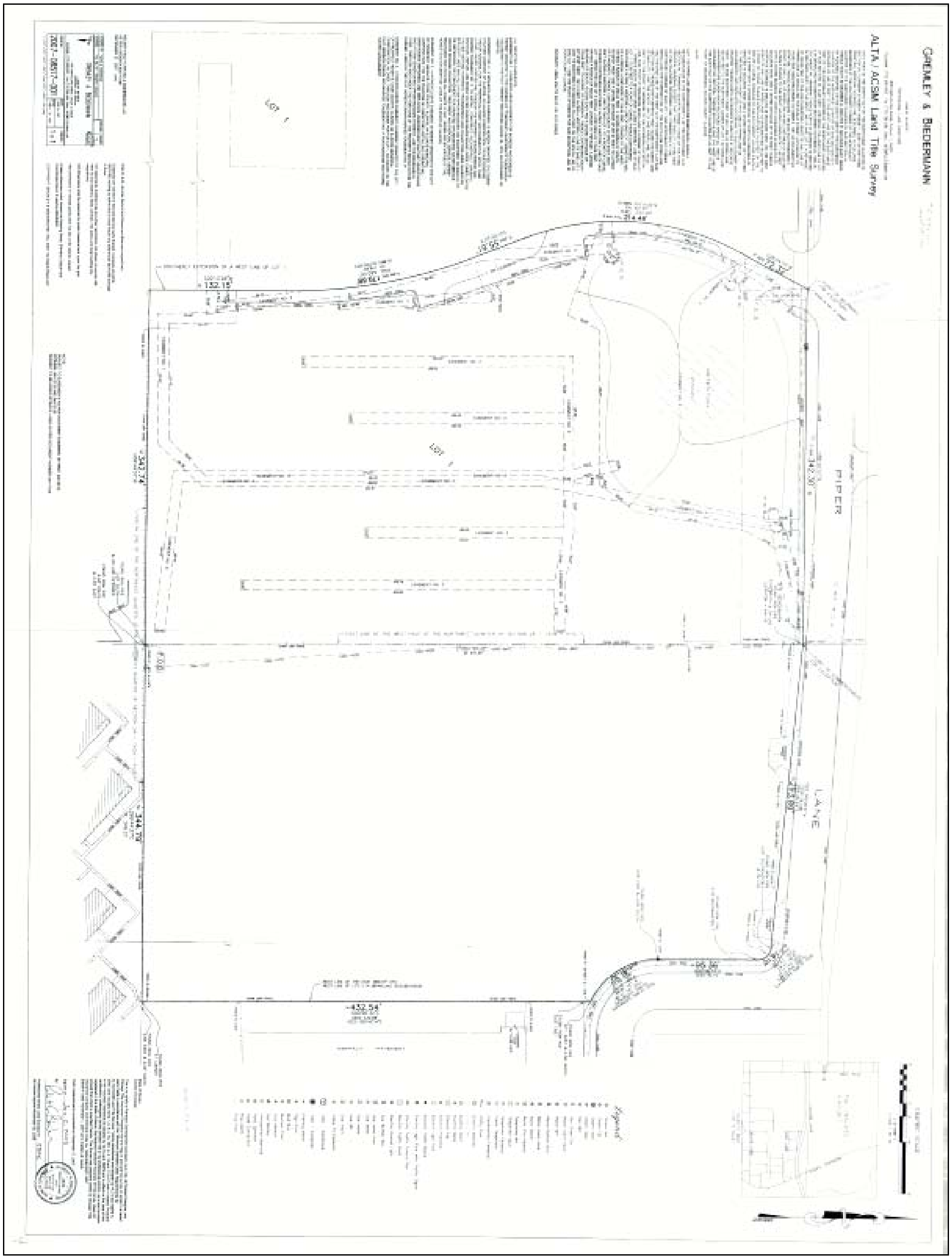
FLOOD MAP II


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
Pinecrest Dr
Piper Ln
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 Seneca Ln
N Arapaho Ln
E Aztec Ln
N Arapaho Dr
N Aspen Dr
N Oneida 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

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

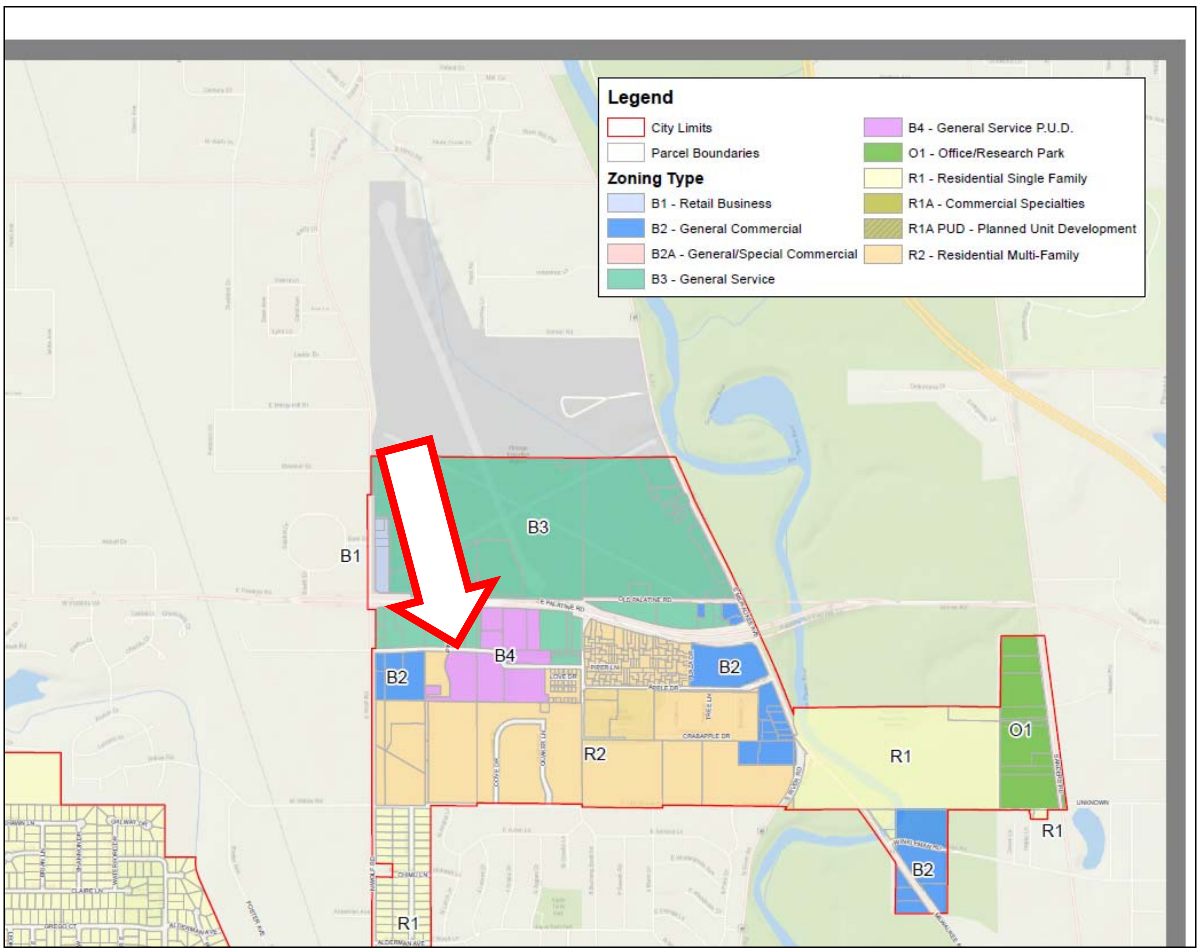
Draft Site Plan

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

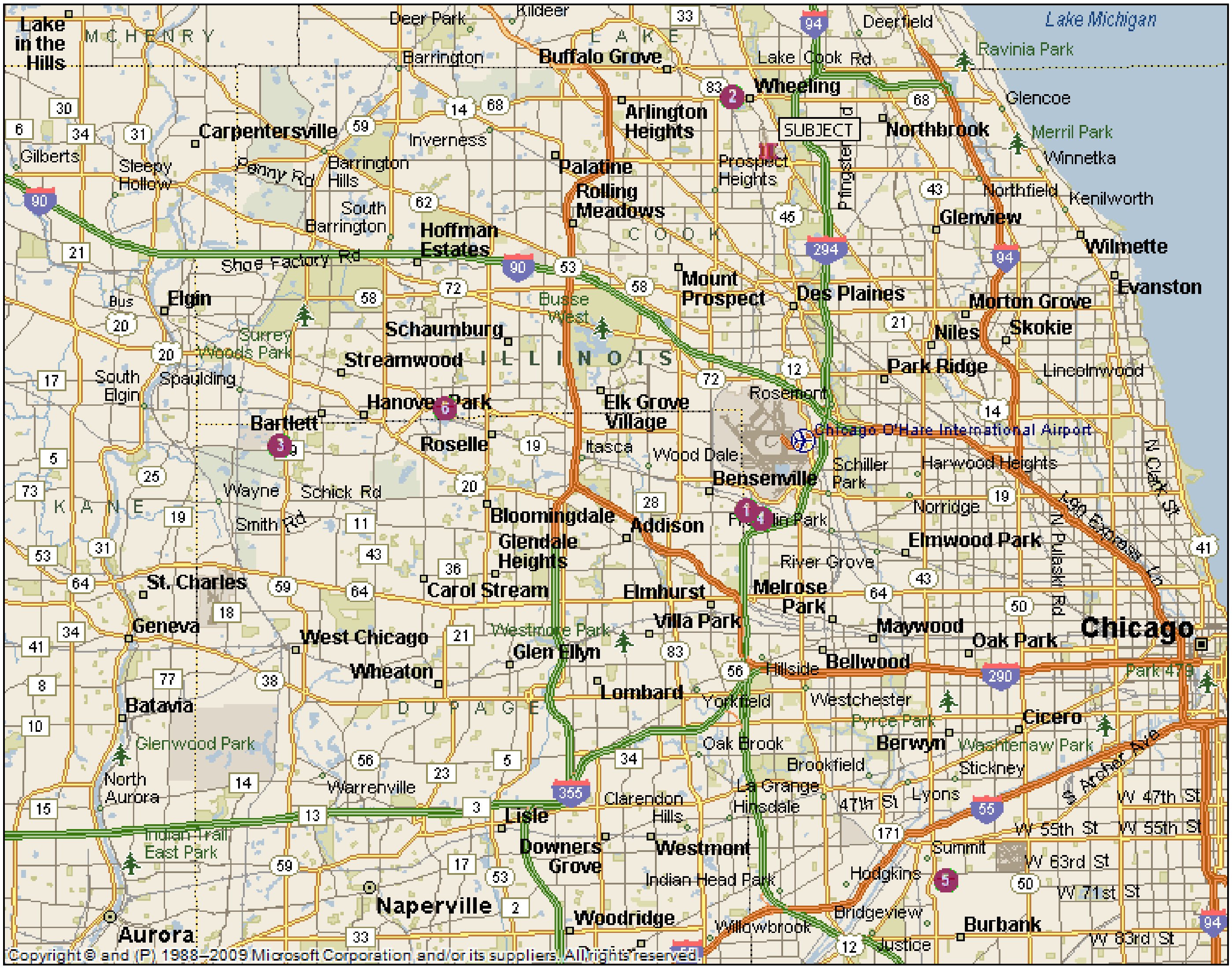
COMPARABLE SALES SUMMARY

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.

<u>SALES COMPARISON APPROACH</u> – Continued

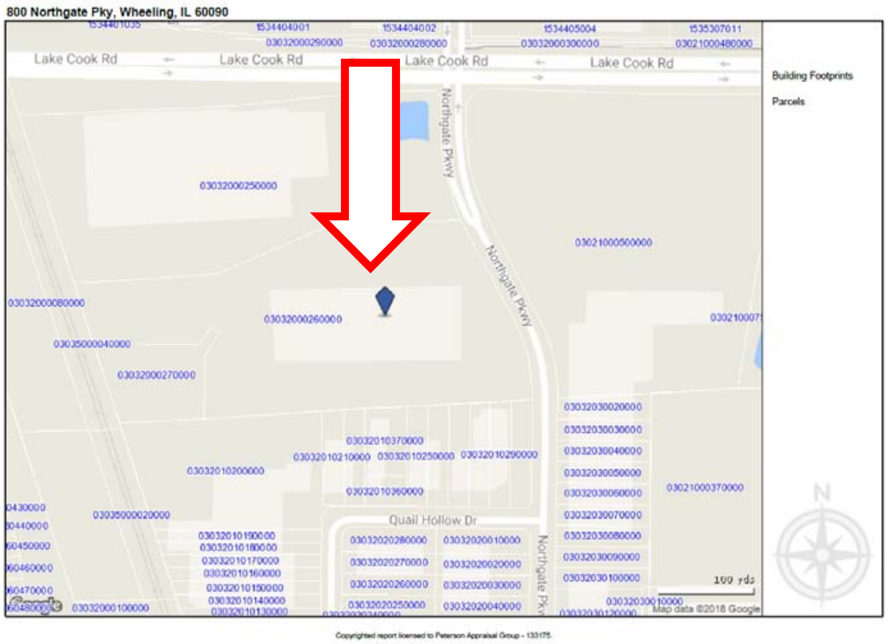
<u>LAND SALES MAP</u>



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.

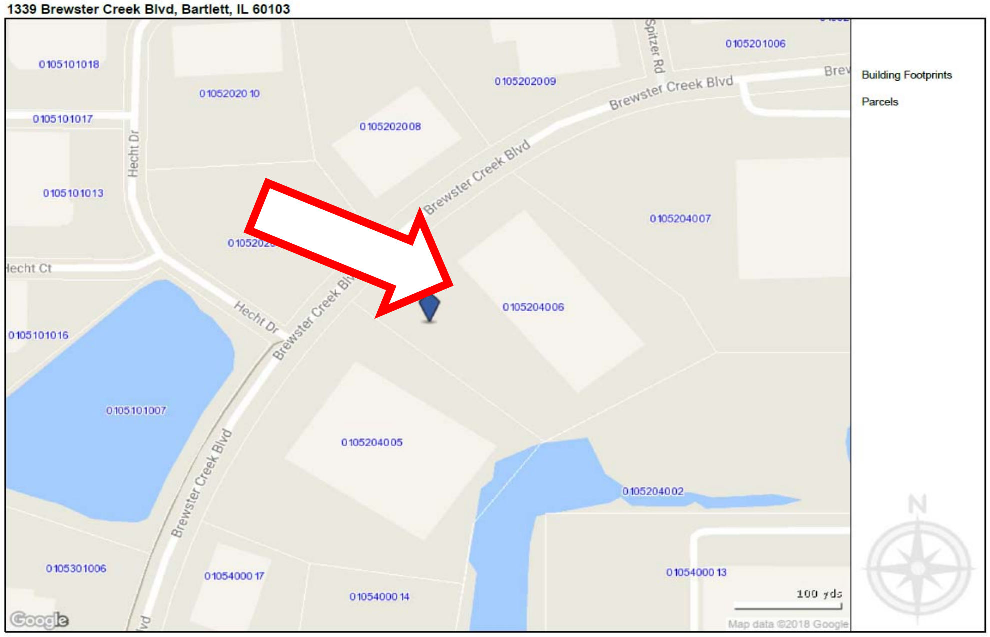
Land Sale 2



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.

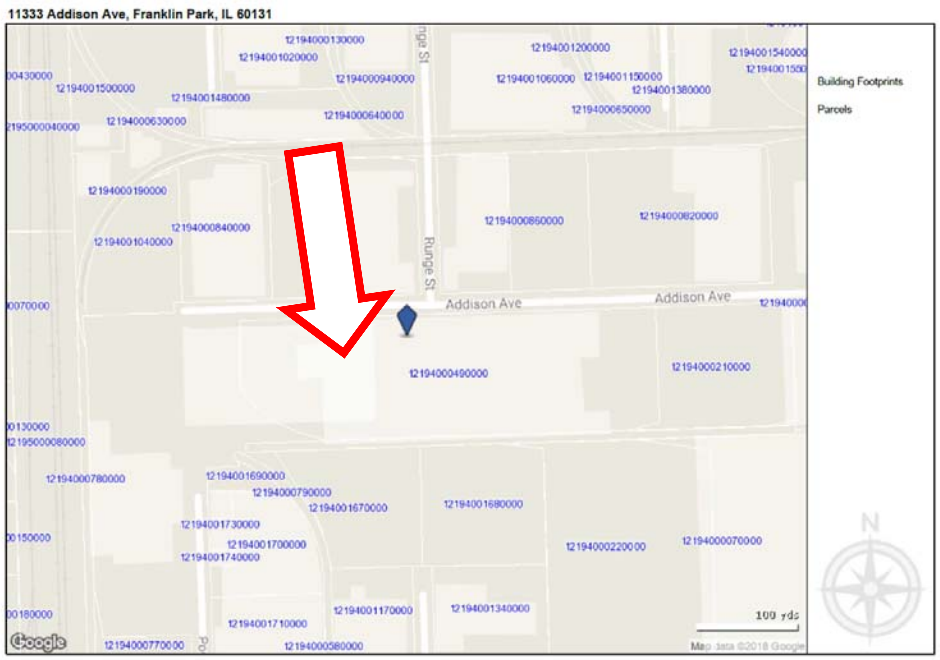
Land Sale 3

1339 Brewster Creek Blvd, Bartlett, IL 60103



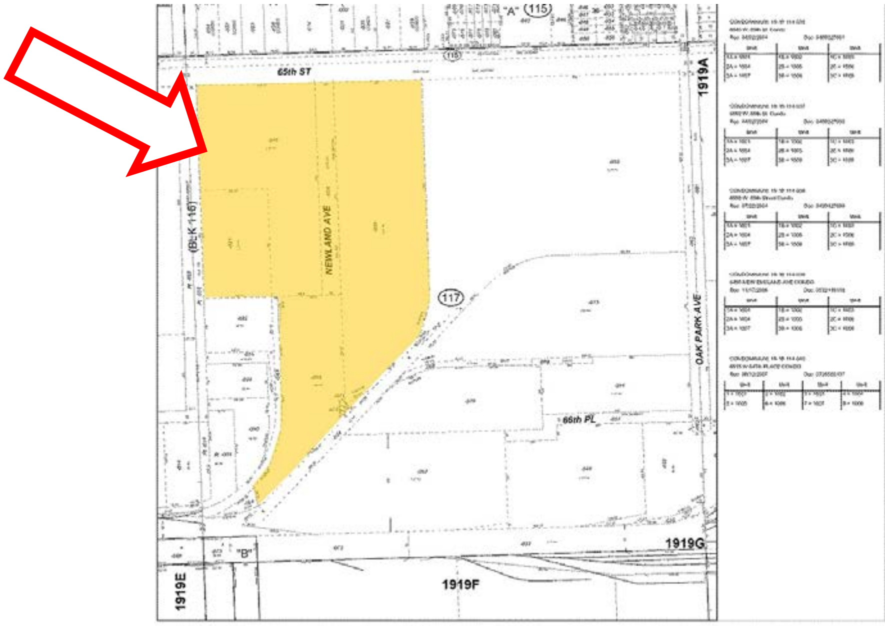
Location:	1365 Brewster Creek Boulevard (based on DuPage parcel information) Bartlett, IL
Property Index Number(s):	01-05-204-006-0000
Lot Size (SF):	457,380 square-feet
Zoning:	I
Shape:	Generally regular
Corner:	No
Sale Date:	07/12/2017
Document Number:	R17-080775
Data Source:	CoStar ID: 399622/ Deed/ 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



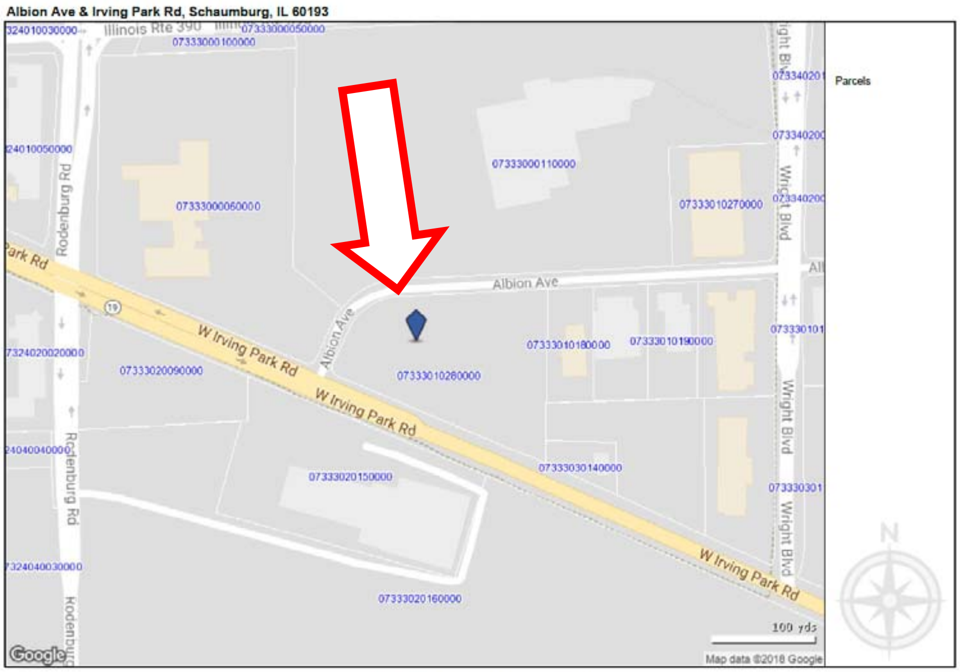
Location:	11333-411 Addison Avenue Franklin Park, IL
Property Index Number(s):	12-19-400-049-0000
Lot Size (SF):	443,675 square-feet
Zoning:	I-2
Shape:	Irregular
Corner:	No
Sale Date:	05/19/2015
Document Number:	1514910009
Data Source:	CoStar ID: 3634562/ Deed / Cook County Tax Portal/ Franklin Park 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. 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. **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

Exhibit C

Draft Site Plan

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.

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

14B/C

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: August 14, 2018

To: Mayor Helmer and City Council

Cc: Joe Wade, City Administrator

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

Subject: Ordinance #O-18-28 Approving a Special Use Permit for a Daycare Center
11 S. Wolf Road, Prospect Heights, IL – Happy Moomins Daycare

ISSUE: Consideration of a Special Use Permit for a Daycare Center at 11 S. Wolf Road, Prospect Heights, IL 60070

BACKGROUND:

The PZBA held a public hearing on July 26, 2018 to hear ZBA Case #18-10 SU, an application for a Special Use Permit to allow a daycare center in the B-1 Retail Business District. The applicant, Joanna Zychowska, owner Happy Moomins Daycare, and the current dance studio. Ms. Zychowska is proposing to close the existing dance studio, CREA dance studio, and open a daycare center in the current space. The daycare center will provide care Monday – Friday 7:00 a.m. to 6:00 p.m. for children 2 ½ to 5 years of age. A licensed catering service will provided meals and is subject to inspections by the City Health Inspector. The parking classification per code is Class #12, and based upon the definition to determine off-street parking the use would require six (6) parking spaces. The current parking lot is capable of providing the required spaces necessary to accommodate the use.

After hearing testimony and deliberation, the PZBA voted unanimously to recommend to the City Council approval of the Special Use Permit for a daycare center in the B1 Retail Business District for Happy Moomins daycare without conditions. Staff concurs with the recommendation.

The Applicant has requested a waiver of first reading. Staff concurs.

RECOMMENDATION: Waive the first reading and Approve Ordinance #O-18-28 granting a Special Use Permit for a Daycare Center at 11 S. Wolf Rd, Prospect Heights, IL 60070

ORDINANCE NO. O-18-28

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW A DAYCARE CENTER AT 11 S. WOLF ROAD, PROSPECT HEIGHTS, IL

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

WHEREAS, The Joanna Zychowska, (Petitioner), has filed an application for a daycare center at 11 S. Wolf Road, Prospect Heights, Illinois (the “Property”); and

WHEREAS, the Plan Zoning Board of Appeals (PZBA) held a public hearing on July 26, 2018, regarding said application; and

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

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

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

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

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

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

PASSED and **APPROVED** this ______ day of __________, 2018.

____
Nicholas J. Helmer, Mayor

ATTEST:

____
City Clerk

AYES:
NAYS:
ABSENT:

Published in pamphlet form: ________, 2018

14D

Meeting Date: August 27, 2018

Item: An Ordinance Establishing the Prevailing Wage Rate for the City of Prospect Heights, Cook County, Illinois

Motion: I move to approve the ordinance establishing the prevailing wage rate for the City of Prospect Heights, Cook County, Illinois

Staff Contact: Joe Wade, Village Administrator, 847-398-6070, ext. 202

Purpose: State of Illinois Prevailing Wage Act provides, "It is a policy of the State of Illinois that a wage of no less than the general prevailing hourly rate is paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The law also provides that municipalities shall determine the prevailing wage, which shall be attached to all contract specifications. A certified copy of the City's prevailing wage ordinance shall also be filed with the Secretary of State and Illinois Department of labor.

Background: Consideration and adoption of ordinances establishing the prevailing wage is an annual action of Illinois municipalities. Cities and Villages utilize the prevailing wage rates for their respective labor markets as determined by the Illinois Department of Labor.

Analysis: Prevailing Wage Act requires Cities and Villages to set the prevailing wages each year and to follow designated filing and reporting procedures, such as filing with Illinois Secretary of State and Illinois Department of Labor. Additionally, prevailing wage rates are to be included in applicable bid specifications and contracts for public works. "Public Works" as defined by the Prevailing Wage Act means all "fixed works as constructed by any public body, whether or not it is done under public supervision. "Construction" means all work on public works, regardless of scope and size, and whether or not the project was bid. "Public Works" also includes "maintenance, repair, assembly, or disassembly work performed on equipment." Contractors performing work for municipalities must follow other regulations and compliance measures of the Prevailing Wage Act.

Fiscal Impact: The City considers and complies with the Prevailing Wage Act in utilizing the required wage information in such matters as cost estimates, budget and bid development. Vendor contracts also reflect the Prevailing Wage Act.

Staff Recommendation: Adoption of the Prevailing Wage Ordinance in Compliance with State of Illinois Prevailing Wage Act.

ORDINANCE NO. 0-18-30

AN ORDINANCE ESTABLISHING THE PREVAILING WAGE RATE FOR THE CITY OF PROSPECT HEIGHTS, COOK COUNTY, ILLINOIS

WHEREAS, the State of Illinois has enacted the Prevailing Wage Act, approved June 26, 1941, as amended, being 820 ILCS 130/0.01 through 130/12 (the "Act"); and

WHEREAS, the Act requires that during the month of June of each calendar year the City Council of the City of Prospect Heights (the "City") investigate and ascertain the prevailing rate of wages, as defined in said Act, in the "locality" of the City of Prospect Heights for laborers, mechanics and other workers performing construction of public works for the City of Prospect Heights;

NOW, THEREFORE, IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Prospect Heights, Cook County, Illinois, as follows:

Section 1: To the extent and as required by the Act, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of the City of Prospect Heights is hereby ascertained to be the same as the prevailing rate of wages for construction work in Cook County, as determined by the Department of Labor of the State of Illinois (the "Department"), a copy of those determinations being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department shall supersede the Department's June determination and apply to any and all public works construction or demolition undertaken by the City of Prospect Heights. The definition of any terms appearing in this Ordinance which are also used in the Act shall be the same as in the Act.

Section 2: Nothing herein contained is intended to apply nor shall be construed to apply said prevailing rate of wages as herein ascertained to any work or employment performed on behalf of the City of Prospect Heights except public works construction or demolition to the extent required by the Act.

Section 3: The City Clerk shall publicly post or keep available for inspection by any interested party in the City Hall of the City of Prospect Heights this determination of prevailing rate of wages. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications, and for works awarded to a contractor without a public bid, contract or project specification, shall be attached to the purchase order related to the work to be done or in a separate document.

Section 4: The City Clerk shall promptly file a certified copy of this Ordinance with the Illinois Department of Labor in Springfield, Illinois.

Section 5: Within thirty (30) days after filing a certified copy of this Ordinance with the Illinois Department of Labor, the City Clerk shall post a notice of this determination on the City of Prospect Height's website with a hyperlink to the prevailing wage schedule for the locality that is published on the official website of the Department.

Section 6: The City Clerk shall mail a copy of this Ordinance to any employer, and to any association of employers and to any person or association of employees who have filed or file their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Adopted by roll call vote this _______ day of _______________, 2018.

AYES:

NAYS:

ABSENT:

ABSTAIN:

____

Nicholas J. Helmer, Mayor

ATTEST:

____

City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF ___________)

CITY CLERK'S CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Deputy City Clerk of the City of Prospect Heights, Cook County, Illinois, and as such official, I am keeper of the records, ordinances, files and seal of said City of Prospect Heights, and

I HEREBY CERTIFY that the foregoing instrument is a true and correct copy of Ordinance No. O-18-30.

AN ORDINANCE ADOPTING PREVAILING WAGE RATES TO BE PAID TO LABORERS, MECHANICS AND OTHER WORKERS PERFORMING CONSTRUCTION OF PUBLIC WORKS FOR THE CITY OF PROSPECT HEIGHTS

adopted at a duly called Regular Meeting of the City of Prospect Heights, held at ______________________,_____________, Illinois, in said City of Prospect Heights at 6:30 p.m. on the _____ day of _____________, 2018.

I do further certify that the deliberations of the Mayor and City Council on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the City of Prospect Heights Code of the State of Illinois, as amended, and that the City of Prospect Heights has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the City of Prospect Heights.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said City of Prospect Heights at _______________, Illinois, this ________ day of ________________, 2018.

/s/ Wendy Morgan-Adams, CITY CLERK

By:_____________________________
Karen Schultheis, Deputy City Clerk
City of Prospect Heights

OFFICIAL SEAL:

#183384

PREVAILING WAGE ACT NOTICE CONTRACTOR/SUBCONTRACTOR REQUIREMENTS
(to be attached to Public Agency Purchase Order when requirements are not already incorporated in the text of the purchase order, contract or specifications)

Any public works project (including demolition projects) must adhere to all elements of the Prevailing Wage Act (820 ILCS 130/1-12). Not less than the most recent prevailing wage rate (as determined by the Illinois Department of Labor, "IDOL") must be paid to all laborers, workers, and mechanics performing work on the project.

A. The most recent Prevailing Wage Rate Determination for the County in which the project is located may be accessed online at https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx. Contractors performing work on this project are responsible for determining the applicable prevailing wage rates at the time of the Contract as well as at all times during the performance of the Work. Failure of a bidder/contractor to make such determination shall not relieve it of its Contract obligations.

The Contractor acknowledges and agrees that the foregoing notice of periodic revisions to the prevailing wage rates satisfies any obligation of the Public Agency to notify the Contractor of any such revisions to the prevailing wage rates during the term of the Contract.

B. The Contractor must include the same prevailing wage requirements in its project specifications and contracts for any subcontractors, which, in turn, must write the same requirements into their project specifications and contracts for lower tiered subcontractors or suppliers.

C. The Contractor and each subcontractor must make and keep, for a period of not less than five years from the date of the last payment on a contract or subcontract for public works, records of all laborers, mechanics and other workers employed by them on the project. The records must include the worker's name, the worker's address, the worker's telephone number when available, the worker's social security number, the worker's classification or classifications, the worker's gross and net wages paid in each pay period, the worker's number of hours worked each day, the worker's starting and ending times of work each day, the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. Upon seven business days notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the records identified in 820 ILCS 130/5(a)(1) to the Public Agency, and its officers and agents.

D. The Contractor and each subcontractor must, no later than the fifteenth day of each calendar month, file a certified payroll for the immediately preceding month with the Public Agency in charge of the project. A certified payroll must be filed for only those calendar months during which construction on a public works project has occurred. The certified payroll must consist of a complete copy of the records required by 820 ILCS 130/5(a)(1), except the starting and ending times of each work day. The certified payroll must also be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the Contractor or subcontractor representing that: (i) he or she has examined the certified payroll records required to be submitted by the Wage Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Wage Act; and (iii) the Contractor or the subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

E. The Contractor must also post, at a location on the project site of the public works that is easily accessible to the workers engaged on the project, the prevailing wage rates for each craft or type of worker or mechanic needed to execute the Contract or project or work to be performed. In lieu of posting on the project site, a Contractor which has a business location where laborers, workers, and mechanics regularly visit may: (1) post in a conspicuous location at that business the current prevailing wage rates for each county in which the Contractor is performing work; or (2) provide such laborer, worker, or mechanic engaged on the public works project a written notice indicating the prevailing wage rates for the public works project. The failure to post or provide the requisite prevailing wage rate is a violation of the Wage Act.

F. In addition to the foregoing, the Contractor's adherence to all requirements of the State of Illinois is guaranteed by the Contractor, and Contractor affirms that it shall abide by same in order to perform this public works project.

<u>EXHIBIT A</u>

ILLINOIS DEPARTMENT OF LABOR
DETERMINATION OF PREVAILING WAGES AND BENEFITS
APPLICABLE TO PUBLIC WORKS PROJECTS IN COOK COUNTY, ILLINOIS

AUGUST, 2018

County	Trade Title	Region	Type	Class	Base Wage	Foreman Wage	OT M-F	OT Sa	OT Su	OT Hol	H/W	Pension	Vacation	Training	Other Fringe Benefit
Cook	ASBESTOS ABT-GEN	All	ALL		42.72	43.72	1.5	1.5	2	2	14.9	12.57	0	0.68	0
Cook	ASBESTOS ABT-MEC	All	BLD		37.88	40.38	1.5	1.5	2	1.5	12.92	11.82	0	0.72	0
Cook	BOILERMAKER	All	BLD		49.46	53.91	1.5	1.5	2	2	6.97	20.4	0	1.6	0
Cook	BRICK MASON	All	BLD		46.19	50.8	1.5	2	2	2	10.65	17.92	0	1.77	0
Cook	CARPENTER	All	ALL		47.35	49.35	1.5	1.5	2	2	11.79	20.41	0	0.63	0
Cook	CEMENT MASON	All	ALL		45.25	47.25	2	1.5	2	2	14.25	17.03	0	1.1	1.36
Cook	CERAMIC TILE FNSHER	All	BLD		39.56		2	1.5	2	2	10.75	12.02	0	0.97	0
Cook	COMM. ELECT.	All	BLD		43.96	46.76	1.5	1.5	2	2	9.85	13.26	1.25	0.85	0
Cook	ELECTRIC PWR EQMT OP	All	ALL		51.9	56.9	1.5	1.5	2	2	12.04	17.18	0	3.23	0
Cook	ELECTRIC PWR GRNDMAN	All	ALL		39.39		1.5	1.5	2	2	3.77	24.62	0	0	0
Cook	ELECTRIC PWR LINEMAN	All	ALL		50.5	55.5	1.5	1.5	2	2	11.69	17.2	0	2.61	0
Cook	ELECTRICIAN	All	ALL		48.35	51.35	1.5	1.5	2	2	15.13	16.52	1.25	1.28	0
Cook	ELEVATOR CONSTRUCTOR	All	BLD		54.85		2	2	2	2	15.43	16.61	4.39	0.61	0
Cook	FENCE ERECTOR	All	ALL		40.88	42.88	1.5	1.5	2	1.5	13.59	14.76	0	0.65	0
Cook	GLAZIER	All	BLD		43.85	45.35	1.5	2	2	2	14.37	21.11	0	0.94	0
Cook	HT/FROST INSULATOR	All	BLD		50.5	53	1.5	1.5	2	2	12.92	13.16	0	0.87	0
Cook	IRON WORKER	All	ALL		48.33	51.83	2	2	2	2	14.15	23.28	0	0.35	0
Cook	LABORER	All	ALL		42.72	44.32	1.5	1.5	2	2	14.9	12.57	0	0.72	0
Cook	LATHER	All	ALL		47.35	49.35	1.5	1.5	2	2	11.79	20.41	0	0.63	0
Cook	MACHINIST	All	BLD		48.38	50.88	1.5	1.5	2	2	7.23	8.95	1.85	1.32	0
Cook	MARBLE FINISHERS	All	ALL		34.65	47.7	1.5	1.5	2	2	10.65	16.46	0	0.49	0
Cook	MARBLE MASON	All	BLD		45.43	49.97	1.5	1.5	2	2	10.65	17.39	0	0.61	0
Cook	MATERIAL TESTER I	All	ALL		32.72		1.5	1.5	2	2	13.77	13.7	0	0.72	0
Cook	MATERIALS TESTER II	All	ALL		40.37		1.5	1.5	2	2	18.55	8.85	0	1.1	1.5
Cook	MILLWRIGHT	All	ALL		46.35	48.35	1.5	1.5	2	2	13.05	18.87	0	0	0
Cook	OPERATING ENGINEER	All	BLD	1	51.1		2	2	2	2	18.8	14.35	2	1.3	0
Cook	OPERATING ENGINEER	All	BLD	2	48.8		2	2	2	2	18.8	14.35	2	1.3	0
Cook	OPERATING ENGINEER	All	BLD	3	46.75		1.5	1.5	2	2	15.05	19.13	2	1.3	0
Cook	OPERATING ENGINEER	All	BLD	4	44.5		2	2	2	2	18.8	14.35	2	1.3	0
Cook	OPERATING ENGINEER	All	BLD	5	54.85	55.1	2	2	2	2	19.65	15.1	2	1.4	0
Cook	OPERATING ENGINEER	All	BLD	6	53.1		2	2	2	2	0	0	0	0	36.45
Cook	OPERATING ENGINEER	All	BLD	7	54.1	55.1	2	2	2	2	19.65	15.1	2	1.4	0
Cook	OPERATING ENGINEER	All	FLT	1	57.05	57.05	1.5	1.5	2	2	18.8	14.35	2	1.3	0
Cook	OPERATING ENGINEER	All	FLT	2	55.55	57.05	1.5	1.5	2	2	18.8	14.35	2	1.3	0
Cook	OPERATING ENGINEER	All	FLT	3	49.45	57.05	1.5	1.5	2	2	18.8	14.35	2	1.3	0
Cook	OPERATING ENGINEER	All	FLT	4	41.1	57.05	1.5	1.5	2	2	18.8	14.35	2	1.3	0
Cook	OPERATING ENGINEER	All	FLT	5	58.55	57.05	1.5	1.5	2	2	18.8	14.35	2	1.3	0
Cook	OPERATING ENGINEER	All	FLT	6	38	57.05	1.5	1.5	2	2	18.8	14.35	2	1.3	0
Cook	OPERATING ENGINEER	All	HWY	1	48.3		1.5	1.5	2	2	18.8	12.05	2	4.63	0
Cook	OPERATING ENGINEER	All	HWY	2	48.75		1.5	1.5	2	2	19.65	15.1	2	1.4	0
Cook	OPERATING ENGINEER	All	HWY	3	48.7		1.5	1.5	2	2	19.65	12.55	2	5	0
Cook	OPERATING ENGINEER	All	HWY	4	51.2		1.5	1.5	2	2	18	21.28	1.5	0.15	0

Cook	OPERATING ENGINEER	All	HWY	5	43.1		1.5	1.5	2	2	18.8	14.35	2	1.3	0
Cook	OPERATING ENGINEER	All	HWY	6	52.3		1.5	1.5	2	2	19.65	15.1	2	1.4	0
Cook	OPERATING ENGINEER	All	HWY	7	50.3		1.5	1.5	2	2	19.65	15.1	2	1.4	0
Cook	ORNAMNTL IRON WORKER	All	ALL		48.05	50.55	2	2	2	2	14.09	20.59	0	1.25	0.38
Cook	PAINTER	All	ALL		46.55	47.55	1.5	1.5	1.5	2	11.81	11.94	0	2.24	0
Cook	PAINTER SIGNS	All	BLD		39.24	0	1.5	1.5	1.5	2	2.6	3.18	0	0	0
Cook	PILEDRIVER	All	ALL		47.35	49.35	1.5	1.5	2	2	11.79	20.41	0	0.63	0
Cook	PIPEFITTER	All	BLD		48.5	51.5	1.5	1.5	2	1.5	10.05	18.94	0	2.54	0
Cook	PLASTERER	All	BLD		43.25	45.85	1.5	1.5	2	2	14.25	16.69	0	1.35	0
Cook	PLUMBER	All	BLD		50.25	53.25	1.5	1.5	2	1.5	14.34	14.42	0	1.7	0
Cook	ROOFER	All	BLD		43.65	47.65	1.5	1.5	2	2	9.73	12.44	0	0.53	0
Cook	SHEETMETAL WORKER	All	BLD		44.25	47.79	1.5	1.5	2	2	11.35	24.68	0	1.68	0
Cook	SIGN HANGER	All	BLD		31.31		1.5	1.5	2	2	4.85	3.28	0	0	0
Cook	SPRINKLER FITTER	All	BLD		48.1	50.6	1.5	1.5	2	2	13.25	15.9	0	0.68	0
Cook	STEEL ERECTOR	ALL	ALL		42.07	44.07	2	2	2	2	13.45	19.59	0	0.35	0
Cook	STONE MASON	All	BLD		46.19	50.81	1.5	1.5	2	2	10.65	17.92	0	0.92	0
Cook	TERRAZZO FINISHER	All	BLD		41.54	44.54	1.5	1.5	2	2	10.75	13.47	0	0.4	0
Cook	TERRAZZO MASON	All	BLD		45.38	48.38	1.5	1.5	2	2	10.75	15.89	0	0.4	0
Cook	TILE MASON	All	BLD		46.49		2	1.5	2	2	10.75	14.99	0	1.13	0
Cook	TRAFFIC SAFETY WRKR	All	HWY		37	38.6	1.5	1.5	2	2	8.9	9.27	0	0.5	0
Cook	TRUCK DRIVER	E	ALL	1	35.6		1.5	1.5	2	2	8.6	10.61	1	0.15	1
Cook	TRUCK DRIVER	E	ALL	2	36.7	37.1	1.5	1.5	2	2	9.68	13.25	0	0.15	0
Cook	TRUCK DRIVER	E	ALL	3	36.9		1.5	1.5	2	2	9.68	13.25	0	0.15	0
Cook	TRUCK DRIVER	E	ALL	4	37.1		1.5	1.5	2	2	9.68	13.25	0	0.15	0
Cook	TRUCK DRIVER	W	ALL	1	37.69		1.5	1.5	2	2	10.5	8.5	0	0.15	0
Cook	TRUCK DRIVER	W	ALL	2	36.13		1.5	1.5	2	2	18.85	8.85	0	2.6	0
Cook	TRUCK DRIVER	W	ALL	3	40.34		1.5	1.5	2	2	10.47	12.5	0	0.5	2.81
Cook	TRUCK DRIVER	W	ALL	4	38.16		1.5	1.5	2	2	8.9	11.16	0	0.5	0
Cook	TUCKPOINTER	All	BLD		46	48	1.5	1.5	2	2	8.34	16.81	0	1.76	0

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: August 14, 2018

To: Mayor Helmer and City Council

Cc: Joe Wade, City Administrator
Kevin Kearney, City Attorney

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

Subject: Consideration of Ordinance #O-18-29 Granting Text Amendments to Title 9: Signs
PZBA Case #18-12 TA - Text Amendments to Zoning Code Title 9: Signs

BACKGROUND:

A conflict was identified in the zoning code pertaining to the City's requirement for a special use permit for menu boards and the application for two drive-thru lanes with the McDonalds. City code requires drive-through restaurants to be approved by a special use process. Additionally, menu boards that are part of drive-thru restaurants require separate approval by special use process. Furthermore, the Code restricts the number of menu boards to one and limits the size to a maximum of 16 sq. ft. The current process is redundant, confusing and restrictive. It requires an applicant to apply for two separate special use permits for a single use function.

At the June 28, 2018, regular meeting the PZBA directed staff to research surrounding communities and propose a text amendment for consideration at the next regular meeting.

On July 26, 2018, the PZBA held a public hearing regarding the proposed text amendment. The text amendment adds and deletes certain language to Title 5, Section 9: Signs of the City of Prospect Heights Zoning Code. The following is a complete summary of the changes as recommended for approval by the PZBA.

(Additions are in bold underline type and deletions have strikethroughs.)

5-9-1: DEFINITIONS:

Add: Definition of Menu board:

"Menu board" Signs: Means a sign or signs that lists items for sale at an establishment with drive-through facilities.

.

5-9-3: PERMANENT SIGNS:
Add: New Section 5-9-3B1(g)

g. Menu boards are permitted for all drive-through facilities.

1. Menu boards are limited to fifty (50) square feet in sign area and eight feet in height. The menu board may be designed as separate freestanding signs grouped together and may include the use of preview boards designed as separate freestanding signs installed a distance earlier in the drive-through lane, however the total area of all signs must not exceed fifty (50) square feet.

2. Menu boards are permitted an additional ten (10) square feet of sign area for temporary signs attached to the top or sides of the menu board.

3. Menu boards must be located a minimum of fifteen (15) feet from any residential district lot line. This is measured from sign face to lot line, including any public right-of-way.

4 Menu boards may be internally illuminated. Menu boards may also contain an electronic screen that displays order information for each customer.

5-9-5: SPECIAL USES:

Delete: Section 5-9-5 C1 and renumber 5-9-5D to 5-9-5C

~~**C. Menu Board:**~~

~~**1. One menu board for a drive-in or drive-through restaurant shall be permitted in addition to other signs permitted under these regulations, provided such sign does not exceed sixteen (16) square feet in area or six feet (6') in height from the established average grade.**~~

C~~D.~~ Rotating Signs:

1. A rotating sign shall only be permitted in the business zoning districts and shall conform to all applicable regulations as specified in this chapter. (Ord., 7-1989)

Staff concurs with the recommendation and requests a waiver of first reading.

Recommendation: Request waiver of first reading and approval of Ordinance #O-18-29 amending certain Sections of Title 5 Chapter 9 of the City of Prospect Heights Zoning Code.

ORDINANCE NO. O-18-29

AN ORDINANCE AMENDING TITLE 5 OF THE CITY CODE RELATING TO SIGNS

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

WHEREAS, amendments to the City's zoning ordinance have been proposed to regulate the installation of signage in the City; and

WHEREAS, the Plan/Zoning Board of Appeals held a public hearing on July 26, 2018 to determine whether the proposed amendments should be approved, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, the Plan/Zoning Board of Appeals has unanimously recommended the proposed amendments be approved and has made the necessary finding therefore; and

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

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

SECTION ONE: That Title 5, Chapter 9, Section 5-9-1, Definitions, of the Prospect Heights City Code, as amended, is hereby further amended with additions shown in underline text and deletions shown in strikethrough text so that the same shall be read as follows:

* * *

MANSARD ROOF: An architectural designation of a roof/wall design which exhibits a vertical or nearly vertical face. For the purposes of this title, the vertical or nearly vertical face shall be considered a wall.

MENU BOARD SIGNS: Means a sign or signs that lists items for sale at an establishment with drive-through facilities.

* * *

SECTION TWO: That Title 5, Chapter 9, Section 5-9-3, Permanent Signs, of the Prospect Heights City Code, as amended, is hereby further amended with additions shown in underline text and deletions shown in strikethrough text so that the same shall be read as follows:

g. Menu boards are permitted for all drive-through facilities.

1. Menu boards are limited to fifty (50) square feet in sign area and eight feet in height. The menu board may be designed as separate freestanding signs grouped together and may include the use of preview boards designed as separate freestanding signs installed a distance earlier in the drive-through lane, however the total area of all signs must not exceed fifty (50) square feet.

2. Menu boards are permitted an additional ten (10) square feet of sign area for temporary signs attached to the top or sides of the menu board.

3. Menu boards must be located a minimum of fifteen (15) feet from any residential district lot line. This is measured from sign face to lot line, including any public right-of-way.

4 Menu boards may be internally illuminated. Menu boards may also contain an electronic screen that displays order information for each customer.

* * *

SECTION THREE: That Title 5, Chapter 9, Section 5-9-5, Special Uses of the Prospect Heights City Code, as amended, is hereby further amended with additions shown in underline text and deletions shown in strikethrough text so that the same shall be read as follows:

5-9-5: Special Uses

~~**C. Menu Board:**~~

~~**1. One menu board for a drive-in or drive-through restaurant shall be permitted in addition to other signs permitted under these regulations, provided such sign does not exceed sixteen (16) square feet in area or six feet (6') in height from the established average grade.**~~

C~~D.~~ Rotating Signs:

1. A rotating sign shall only be permitted in the business zoning districts and shall conform to all applicable regulations as specified in this chapter. (Ord., 7-1989)

* * *

SECTION FOUR: 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 SIX: 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 and APPROVED this ___ day of __________, 2018.

____
Nicholas J. Helmer, Mayor

ATTEST:

____
City Clerk

AYES:

NAYS:

ABSENT:

Published in pamphlet form: ____________, 2018

City of Prospect Heights

Department of Building & Zoning
8 North Elmhurst Road, Prospect Heights Illinois, 60070-6070
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MEMORANDUM

Date:	March 18, 2018
To:	Mayor Helmer and City Council
Cc:	Joe Wade, City Administrator
From:	Daniel A. Peterson, Director of Building & Development
Subject:	Ordinance #O-18-31 Approving a Special Use Permit for the Property commonly known as 708 N. Elmhurst Rd, Prospect Heights, IL

ISSUE: Ordinance #O-14-21 granting a Special Use Permit to Greenbrier Assisted Living LLC requires a new special use permit to allow for the transfer of the property as the ordinance was for the applicant and not to the land. Greenbrier is in the process of selling the property to Pathway Property Owner Prospect Heights LLC. Prospect Heights, IL 60070

BACKGROUND:

The PZBA held a special meeting and public hearing on August 16, 2018 to hear ZBA Case #18-13 SU, an application for a Special Use Permit to allow the transfer of ownership of property and to change the special to run with the land and not the applicant as Ordinance #O-14-21 currently reads. The applicant is seeking to close on the property by September 1, 2018. The applicant, Jeff Rappin, Greenbrier Assisted Living LLC is requesting the amendment to allow the transfer of property to the operator Pathway Property Owner Prospect Heights LLC, the current operator of the assisted living facility. Mr. Larry Freedman provided information to consider in evaluation the request to amend the ordinance to run with the land. A copy of his email is attached for review.

After hearing testimony and deliberation, the PZBA voted unanimously to recommend to the City Council approval of the Special Use Permit to allow the transfer of ownership, amend the ordinance to run with the land without conditions. Staff concurs with the recommendation.

RECOMMENDATION: Waive first reading and approve Ordinance #O-18-31 Approving a Special Use Permit amending Ordinance #O-14-21 for transfer of ownership of Grandbrier Assisted Living Facility 708 N. Elmhurst Rd, Prospect Heights, IL 60070

Dan Peterson

From: Lawrence M. Freedman <lmfreedman@aflaw.com>
Sent: Friday, August 17, 2018 1:31 PM
To: Dan Peterson
Subject: Greenbrier

Dan: Based on our discussions we are aware that in deciding whether to amend the special use to run with the land rather than with ownership the City is concerned as to whether the nature of our particular business is such that the special use should be tied into some type of review of the owner's qualifications. We believe that it is important to note that this is a regulated business which licensed by the State, so there is already a significant review of both the owner and operator at the State level as a prerequisite to operating our facility. The State review includes the following:

1. Owner financials
2. Operator history
3. Owner's operating history
4. Plans for owners operations, including lease agreements and quality improvement/assurance programs
5. Review of insurance

We appreciate the need of the City to review the design, operation, and impact of the facility, all of which has been extensively addressed in the special use process. Given the State's regulatory role regarding ownership and operations, however, we submit that having to seek City approval for a change in ownership is unnecessarily duplicative. Please consider this when discussing our request with the City Council and the City Attorney, Thank you. Larry.

LAWRENCE M. FREEDMAN

LAW OFFICES
ASH, ANOS, FREEDMAN & LOGAN, LLC

77 WEST WASHINGTON STREET - SUITE 1211
CHICAGO, ILLINOIS 60602

(312) 346-1390
FAX (312) 346-7847

lmfreedman@aflaw.com

map | email

ORDINANCE NO. O-18-31

An Ordinance Amending a Special Use Permit for the Property Commonly Known as 708 North Elmhurst Road

WHEREAS, Greenbrier Assisted Living of Prospect Heights, LLC (hereinafter "Applicant") filed a petition to amend an existing Special Use Permit, Ordinance #O-14-21, to approve transfer of the existing special use to Pathway Property Owner Prospect Heights, LLC, which is acquiring the property commonly known as 708 North Elmhurst Road, Prospect Heights, Illinois, and to further amend the special use permit to run with the land; and

WHEREAS, the Planning/Zoning Board of Appeals held a public hearing on August 16, 2018, regarding said petition; and

WHEREAS, the Plan/Zoning Board of Appeals has found the petition meets the standards for all of the relief requested and has recommended that the City Council grant such relief; and

WHEREAS, the Mayor and City Council have reviewed the documents pertinent to the application and the recommendations of the Plan/Zoning Board of Appeals, and determined that the standards for the requested relief have been met;

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

SECTION ONE. The City Council hereby incorporates the above recitals into this ordinance as if fully set forth in the body of the ordinance.

SECTION TWO. An Amended Special Use Permit is hereby granted for the property legally described in **Exhibit A** transferring said special use from Applicant to Pathway Property Owner Prospect Heights, LLC. The Amended Special Use Permit shall run with the land.

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

PASSED and APPROVED this ____day of _______, 2018.

____
Nicholas J. Helmer, Mayor

ATTEST:

____
City Clerk

AYES:

NAYS:

ABSENT:

Published in pamphlet form:

EXHIBIT A—Legal Description

THAT PART OF THE EAST HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT
6

10/23/2014

ORDINANCE NO. O - 14-21

An Ordinance Granting a Special Use Permit and Approving a Re-subdivision of the Property Commonly Known as 702, 704, and 706 North Elmhurst Road and 7 and 9 West Palatine Road

WHEREAS, Greenbrier Assisted Living of Prospect Heights, LLC (hereinafter "Applicant") has filed a petition for a special use permit to allow the construction and operation of an assisted living facility and a petition for approval of a plat of consolidation to re-subdivide the property legally described in Exhibit A and commonly known as **702, 704, and 706 North Elmhurst Road and 7 and 9 West Palatine Road** (hereinafter "Property"); and

WHEREAS, the Planning/Zoning Board of Appeals held a public hearing on September 25, 2014, regarding said petition; and

WHEREAS, the Plan/Zoning Board of Appeals has found the petition meets the standards for all of the relief requested and has recommended that the City Council grant such relief; and

WHEREAS, the Mayor and City Council have reviewed the documents pertinent to the application and the recommendations of the Plan/Zoning Board of Appeals, and determined that the standards for the requested relief have been met;

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

SECTION ONE. The City Council hereby incorporates the above recitals into this ordinance as if fully set forth in the body of the ordinance.

SECTION TWO. A special use permit is hereby granted for an ASSISTED LIVING FACILITY (the "Development") on the property legally described in **Exhibit A** to be constructed in accord with the approved plans and substantially as presented by the Applicant at the hearing before the Plan/Zoning Board of appeals on September 25, 2014. The Special Use Permit shall not run with the land but shall be for this Applicant.

SECTION THREE. The plat of consolidation, substantially in the form attached as **Exhibit B**, which re-subdivides the Property into a single lot of record is hereby approved.

SECTION FOUR. The above approvals are expressly granted on the following conditions:

1. Applicant shall construct the Development substantially in conformance with the site plan, landscape plan, and elevations dated August 28, 2014 by Worn Jerabek Architects, P.C. attached as **Group Exhibit C.**

2. Applicant shall install a deep well to provide potable water to the Development prior to receiving a certificate of occupancy for the development. Shallow wells as the primary source of potable water shall not be permitted.

3. Applicant shall comply with all other ordinances of the City and applicable statutes in the construction of the Development.

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

PASSED and APPROVED this 28th day of October, 2014.

Nicholas J. Helmer, Mayor

ATTEST:

City Clerk

AYES: LUDVIGSEN, WILLIAMSON, MENDEZ, STYLER

NAYS: NONE

ABSENT: HIGGINS

CITY OF PROSPECT HEIGHTS CORPORATE SEAL Incorporated A.D. 1976 ILLINOIS

Published in pamphlet form: October 28th, 2014

To: Mayor Helmer and Members of the City Council

From: Michael DuCharme, Director of Finance

Subject: Refinancing the City's Special Tax Refunding Bond Series 2018 (SSA #6)

Date: August 22, 2018

Background:
Earlier this year the City Council approved an agreement for the bond counsel and underwriter services to assist in the refinancing the City's Special Tax Refunding Bond Series 2018 (SSA #6). The current SSA #6 bonds can be optionally called beginning September 15, 2018.

Analysis:
The Attached Parameters Bond Ordinance sets forth the security and not to exceed pricing parameters for the SSA # Refunding Bonds. This ordinance provides authorization from the Council to sell the refunding bonds and enter into a bond purchase agreement with Bernardi Securities, Inc. once the bonds have been priced, which is tentatively scheduled for the week of 9/3. Speer Financial as Financial Advisor for the City in a fiduciary capacity will review preliminary numbers before Bernardi Securities, Inc. goes to market and will provide this information with the City. After pricing a bond order will be prepared by Chapman and Cutler (Bond Counsel) that will supplement the Parameters Bond Ordinance with the final pricing terms (interest rates ,yield, principal amounts , special tax levies.)

Dan Forbes, Financial Advisor for the City of Prospect Heights and President of Speer Financial will be present at the City Council meeting on August 27th to answer any questions that the City Council may have.

Recommendation:
Staff recommends the passage of Ordinance o-18-32 to refinance the City's Special Tax Refunding Bond Series 2018 (SSA #6)

MINUTES of a regular public meeting of the City Council of the City of Prospect Heights, Cook County, Illinois, held at the City Council Chambers, City Hall, 8 North Elmhurst Road, Prospect Heights, Illinois, in said City at 6:30 o'clock P.M., on the 27th day of August, 2018.

*   *   *

The Mayor, Nicholas J. Helmer, called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, the following Aldermen were physically present at said location: ____

____

The following Aldermen were allowed by a majority of the members of the City Council in accordance with and to the extent allowed by rules adopted by the City Council to attend the meeting by video or audio conference: ____________________________

____

No Alderman was not permitted to attend the meeting by video or audio conference.

The following Aldermen were absent and did not participate in the meeting in any manner or to any extent whatsoever: ____________________________

____

Various business was conducted.

The Mayor announced that the next item for consideration was approval of an ordinance providing for the issue of not to exceed $1,975,000 Special Service Area Number 6 Refunding Bonds, Series 2018, of the City for the purpose of refunding certain outstanding Special Service Area Bonds and that the City Council would consider the adoption of an ordinance providing for the issue of said bonds, the levy of a direct annual tax against all of the taxable property in that part of the City known as Special Service Area Number 6 to pay the principal and interest thereon, the sale of said bonds to the purchaser thereof and the execution of an escrow letter agreement in connection with such refunding. The Mayor then explained that the ordinance sets forth the parameters for the issuance of said bonds and sale thereof by designated officials of the City and summarized the pertinent terms of said parameters, including the specific parameters governing the manner of sale, length of maturity, rates of interest, purchase price and tax levy for said bonds.

WHEREUPON, Alderman __________________________ presented, and the City Clerk made available to the Aldermen and interested members of the public, complete copies of an ordinance entitled:

> AN ORDINANCE providing for the issue of not to exceed $1,975,000 Special Service Area Number 6 Refunding Bonds, Series 2018, of the City of Prospect Heights, Cook County, Illinois, for the purpose of refunding certain outstanding special service area bonds of the City, providing for the levy of a direct annual tax against all of the taxable property in that part of said City known as Special Service Area Number 6 to pay the principal and interest on said bonds, authorizing the sale of said bonds to the purchaser thereof and authorizing the execution of an escrow letter agreement in connection with the issuance of said bonds.

(the *"Bond Ordinance"*).

Alderman ______________________ then moved and Alderman ______________________ seconded the motion that the Bond Ordinance as presented be adopted and that the requirement of a second reading be waived with respect to this Bond Ordinance.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon the motion to adopt the Bond Ordinance.

Upon the roll being called, the following Aldermen voted AYE: ______________________

____

____

and the following Aldermen voted NAY: ____

WHEREUPON, the Mayor declared the motion carried, the requirement of a second reading waived and the Bond Ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the City Clerk to record the same in full in the records of the City Council of the City of Prospect Heights, Cook County, Illinois.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made and carried, the meeting adjourned.

____

City Clerk

ORDINANCE NO. O-18-32

> AN ORDINANCE providing for the issue of not to exceed $1,975,000 Special Service Area Number 6 Refunding Bonds, Series 2018, of the City of Prospect Heights, Cook County, Illinois, for the purpose of refunding certain outstanding special service area bonds of the City, providing for the levy of a direct annual tax against all of the taxable property in that part of said City known as Special Service Area Number 6 to pay the principal and interest on said bonds, authorizing the sale of said bonds to the purchaser thereof and authorizing the execution of an escrow letter agreement in connection with the issuance of said bonds.

*   *   *

WHEREAS, pursuant to the provisions of Section 7 of Article VII of the Constitution of the State of Illinois (the *"Constitution"*), the City of Prospect Heights, Cook County, Illinois (the *"City"*), is authorized to create special service areas in and for the City; and

WHEREAS, special service areas are established by non-home rule units pursuant to Section 7(6) of Article VII of the Constitution, which provides:

> Counties and municipalities which are not home rule units shall have only the powers granted to them by law and the powers . . . to levy or impose additional taxes upon areas within their boundaries in the manner provided by law for the provision of special services to those areas and for the payment of debt incurred in order to provide those special services.

and are established as required "in the manner provided by law" pursuant to the provisions of the Special Service Area Tax Law, as amended, and supplemented from time to time, and as supplemented by the Omnibus Bond Acts of the State of Illinois, as amended (the *"Act"*), and pursuant to the provisions of the Property Tax Code, as amended; and

WHEREAS, the City has heretofore issued bonds for the Special Service Area Number 6 of the City (the *"Area"*) known as the Special Service Area Number 6 Bonds, Series 2009, dated January 29, 2009 (the *"Prior Bonds"*); and

WHEREAS, the Act provides authority to the City to refund, in whole or in part, the Prior Bonds upon such terms as the City Council (the *"Corporate Authorities"*) of the City may determine provided that the term of such refunding bonds does not exceed the term of the Prior Bonds; and

WHEREAS, it is necessary and desirable to refund all or a portion of the Prior Bonds (such refunding including provisions for the costs thereof may be hereinafter referred to as the *"Refunding"* and said Prior Bonds to be refunded being referred to herein as the *"Refunded Bonds"*) in order to realize debt service savings for the taxpayers within the Area; and

WHEREAS, the Refunded Bonds shall be fully described in the Bond Notification (as hereinafter defined) and are presently outstanding and unpaid and are binding and subsisting legal obligations of the City; and

WHEREAS, in accordance with the terms of the Refunded Bonds, the Refunded Bonds may be called for redemption in advance of their maturity, and it is necessary and desirable to make such call for redemption of the Refunded Bonds on their earliest possible call date, and provide for the giving of proper notice to the registered owners of the Refunded Bonds; and

WHEREAS the Property Tax Extension Limitation Law of the State of Illinois, as amended, imposes certain limitations on the "aggregate extension" of certain property taxes levied by the City, but provides that the extension for a special service area is not included in the "aggregate extension"; and

WHEREAS the County Clerk of the County of Cook, Illinois (the *"County Clerk"*), is therefore authorized to extend and collect within the Area said direct annual an valorem tax so levied for the payment of the hereinafter defined Bonds without limitation as to rate or amount:

NOW, THEREFORE, Be It Ordained by the City Council of the City of Prospect Heights, Cook County, Illinois, as follows:

Section 1. Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are full, true and correct and do incorporate them into this Ordinance by this reference.

Section 2. Authorization. The Corporate Authorities hereby find that the City is authorized to issue bonds in an amount not to exceed $1,975,000 for the purpose of paying the cost of the Refunding. It is hereby found and determined that such borrowing of money is necessary for the welfare of the government and affairs of the City, is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

Section 3. Bond Details. In order to raise an amount not to exceed $1,975,000 for the purpose aforesaid, there be borrowed on the credit of and for and on behalf of the City an amount not to exceed $1,975,000 for the payment of the cost of the Refunding. Such bonds, if issued, shall be payable solely and only from ad valorem taxes levied against all of the taxable property in the Area, without limit as to rate or amount, shall be issued in said amount and shall be designated "Special Service Area Number 6 Refunding Bonds, Series 2018" (the *"Bonds"*), or with such other series designation as set forth in the Bond Notification. The Bonds shall be dated the date of issuance thereof (not earlier than September 1, 2018, and not later than March 1, 2019) as set forth in the Bond Notification, shall also bear the date of authentication, shall be in denominations of $5,000 each and authorized integral multiples thereof (except as a lower denomination may be necessitated by redemption) (unless otherwise provided in the Bond Notification) (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Bonds shall become due and payable serially or be subject to mandatory redemption (without option of prior redemption) on December 15 of each of the years (not later than 2028), in the amounts (not exceeding $215,000 per year) and bearing interest at the rates per annum (not exceeding 5.00% per annum) as set forth in the Bond Notification. The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 15 and December 15 of each year, commencing on the date set forth in the Bond Notification.

Interest on each Bond shall be paid by check or draft of the U.S. Bank National Association, Chicago, Illinois (the *"Bond Registrar"*), payable upon presentation in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 1st day of the month of any interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America at the principal corporate trust office of the Bond Registrar.

The seal of the City shall be affixed to or printed on each of the Bonds, and the Bonds shall be signed by the manual or facsimile signature of the Mayor of the City (the *"Mayor"*) and attested by the manual or facsimile signature of the City Clerk of the City (the *"City Clerk"*), as they shall determine, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar, as authenticating agent of the City for the Bonds and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 4. Registration of Bonds; Persons Treated as Owners. (a) *General*. The City shall cause books (the *"Bond Register"*) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the City for this issue. The City is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his and her attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, *provided, however,* that the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 1st day of the month of the interest payment date on such Bond and ending on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his and her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) *Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 3 hereof. Upon initial issuance, the ownership of each such Bond may be registered in the Bond Register in the name of Cede & Co., or any successor thereto (*"Cede"*), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns (*"DTC"*). In such event, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The Mayor and City Clerk and the Bond Registrar are each authorized to execute and deliver, on behalf of the City, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the *"Representation Letter"*), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the City and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a *"DTC Participant"*) or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to the principal of or interest on the Bonds. The City and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the City to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 3 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 1st day of the month of the applicable interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the City, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the City determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the City may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the City, or such depository's agent or designee, and if the City does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 4(a) hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

Section 5. Redemption. (a) *Mandatory Redemption*. The Bonds maturing on the date or dates, if any, indicated in the Bond Notification shall be subject to mandatory redemption, in integral multiples of $5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, on December 15 of the years, if any, and in the principal amounts, if any, as indicated in the Bond Notification.

On or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the Corporate Authorities shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

(b) *General*. The Bonds shall be redeemed only in the principal amount of $5,000 and integral multiples thereof. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any $5,000 Bond or $5,000 portion of a Bond shall be as likely to be called for redemption as any other such $5,000 Bond or $5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the City in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 6. Redemption Procedure. Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

(1) the redemption date,

(2) the redemption price,

(3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,

(4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar, and

(6) such other information then required by custom, practice or industry standard.

Prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 7. Form of Bond. The Bonds shall be in substantially the following form; *provided, however*, that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, "See Reverse Side for Additional Provisions", shall be omitted and paragraph [6] and the paragraphs thereafter, as may be appropriate, shall be inserted immediately after paragraph [1]:

[Form of Bond - Front Side]

REGISTERED
No. _______

REGISTERED
$_________

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF COOK

CITY OF PROSPECT HEIGHTS

SPECIAL SERVICE AREA NUMBER 6 REFUNDING BOND, SERIES 2018

See Reverse Side for Additional Provisions

Interest	Maturity	Dated	
Rate: ____%	Date: December 15, 20__	Date: _________, 2018	CUSIP: 74348V ___

Registered Owner: CEDE & CO.

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that the City of Prospect Heights, Cook County, Illinois (the "*City*"), a municipality and political subdivision of the State of Illinois, hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, solely from the collection of taxes levied against all of the taxable property in that part of said City known as Special Service Area Number 6, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of the Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on June 15 and December 15 of each year, commencing __________ 15, 20__, until said Principal Amount is paid. The principal of this Bond is payable in lawful money of the United States of America at the principal corporate trust office of U.S. Bank National Association, Chicago, Illinois, as bond

registrar and paying agent (the *"Bond Registrar"*). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Bond Registrar at the close of business on the 1st day of the month of the interest payment date and shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, have happened, been done and performed in regular and due form and time as required by law; and that provision has been made for the collection of a direct annual tax in said Special Service Area sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NO HOLDER OF THIS BOND SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE GENERAL TAXING POWER OF THE CITY FOR PAYMENT OF PRINCIPAL HEREOF OR INTEREST HEREON.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] IN WITNESS WHEREOF, said City of Prospect Heights, Cook County, Illinois, by its City Council, has caused its corporate seal to be imprinted by facsimile hereon or hereunto affixed, and this bond to be signed by the manual or duly authorized facsimile signature of the Mayor of the City and attested by the manual or duly authorized facsimile signature of the City Clerk, all as of the Dated Date identified above.

SPECIMEN
Mayor

Attest:

SPECIMEN
City Clerk

Date of Authentication: __________, 20__

CERTIFICATE
OF
AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Ordinance and is one of the Special Service Area Number 6 Refunding Bonds, Series 2018, of the City of Prospect Heights, Cook County, Illinois.

U.S. BANK NATIONAL ASSOCIATION,
as Bond Registrar

By SPECIMEN
Authorized Officer

Bond Registrar and Paying Agent:
U.S. Bank National Association,
Chicago, Illinois

[Form of Bond - Reverse Side]

CITY OF PROSPECT HEIGHTS

COOK COUNTY, ILLINOIS

SPECIAL SERVICE AREA NUMBER 6 REFUNDING BOND, SERIES 2018

[6] This bond is one of a series of bonds issued by the City for the purpose of paying the cost of refunding a portion of the outstanding Special Service Area Number 6 Bonds, Series 2009, of the City, pursuant to and in all respects in compliance with the provisions of Section 7(6) of Article VII of the 1970 Constitution of the State of Illinois, and the Special Service Area Tax Law, as amended, and in compliance with an ordinance providing for the issue of this series of bonds duly passed by the City Council of the City (the *"Bond Ordinance"*), in all respects as by law required.

[7] [Mandatory redemption provisions, as applicable, will be inserted here.]

[8] [Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.]

[9] This Bond is transferable by the registered holder hereof in person or by his and her attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond.

Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[10] The Bonds are issued in fully registered form in minimum denominations of $5,000 each and authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Bond Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 1st day of the month of any interest payment date on such Bond and ending at the opening of business on such interest payment date[, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds].

[11] The City and the Bond Registrar may deem and treat the registered holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto ____________________

____

____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint ________________________

____

attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: ______________________________ ______________________________

Signature guaranteed: ______________________________

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 8. Sale of Bonds. The Mayor and Director of Finance (the *"Designated Representatives"*) are hereby authorized to proceed not later than the 27th day of February, 2019, without any further authorization or direction from the Corporate Authorities, to sell the Bonds upon the terms as prescribed in this Ordinance. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Bond Notification as may be, and thereupon be deposited with the Treasurer of the City (the *"Treasurer"*), and, after authentication thereof by the Bond Registrar, be by said Treasurer delivered to the purchaser thereof (the *"Purchaser"*), upon receipt of the purchase price therefor, the same being not less than 98% of the principal amount of the Bonds (net of original issue discount, if any) plus accrued interest, if any, to date of delivery. The Purchaser of the Bonds shall be: (a) Bernardi Securities, Inc., Chicago, Illinois (*"Bernardi"*); or (b) in a private placement, (i) a bank or financial institution authorized to do business in the State of Illinois, (ii) a governmental unit as defined in the Local Government Debt Reform Act of the State of Illinois, as amended or (iii) an "accredited investor" as defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933, as amended; *provided, however,* that the Purchaser as set forth in either (a) or (b) shall be selected only upon the recommendation of Speer Financial, Inc., Chicago, Illinois (*"Speer"*), that the sale of such Bonds on a negotiated or private placement basis to the Purchaser is in the best interest of the City because of (i) the pricing of such Bonds by the Purchaser, (ii) then current market conditions or (iii) the timing of the sale of such Bonds; and further *provided,* that the Purchaser as set forth in (b) may be selected through the utilization of

Bernardi, as a placement agent, after consultation with Speer if the use of such placement agent is determined by the Designated Representatives to be in the best interest of the City.

Prior to the sale of the Bonds, either of the Designated Representatives or other business official of the City is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Bonds, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Bonds treating the fee paid as interest on the Bonds) is less than the present value of the interest reasonably expected to be saved on the Bonds over the term of the Bonds as a result of the Municipal Bond Insurance Policy.

Upon the sale of the Bonds, the Designated Representatives shall prepare a Notification of Sale of the Bonds, which shall include the pertinent details of sale as provided herein (the "*Bond Notification*"). In the Bond Notification, the Designated Representatives shall find and determine that the Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Bonds does not exceed the maximum rate otherwise authorized by applicable law and that the net present value debt service savings to the City as a result of the issuance of the Bonds and the refunding of the Refunded Bonds is not less than 5.00% of the principal amount of the Refunded Bonds. The Bond Notification shall be entered into the records of the City and made available to the Corporate Authorities at the next regular meeting thereof; but such action shall be for information purposes only, and the Corporate Authorities shall have no right or authority at such time to approve or reject such sale as evidenced in the Bond Notification.

Upon the sale of the Bonds, as evidenced by the execution and delivery of the Bond Notification by the Designated Representatives, the Designated Representatives and any other officers of the City, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the contract for the sale of the Bonds between the City and the Purchaser (the *"Purchase Contract"*). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine that no person holding any office of the City either by election or appointment, is in any manner financially interested directly in his and her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the *"Official Statement"*) is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the Corporate Authorities are hereby authorized to take any action as may be required on the part of the City to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the Official Statement and the Bonds.

Section 9. Tax Levy. For the purpose of providing the funds required to pay the interest on the Bonds as it falls due, and also to pay and discharge the principal thereof at maturity, there be and there shall be levied upon all the taxable property within the Area a direct annual tax for each of the years while the Bonds or any of them are outstanding in amounts sufficient for that purpose, and that there be and there is levied upon all of the said taxable property in the Area in addition to all other taxes the following direct annual tax, to-wit (the *"Pledged Taxes"*):

For the Year	A Tax Sufficient to Produce the sum of:	
2018	$240,517.50	for principal and interest up to and including December 15, 2019
2019	$238,362.50	for principal and interest
2020	$240,382.50	for principal and interest
2021	$241,832.50	for principal and interest
2022	$242,712.50	for principal and interest
2023	$242,512.50	for principal and interest
2024	$241,712.50	for principal and interest
2025	$240,312.50	for principal and interest
2026	$242,812.50	for principal and interest
2027	$244,375.00	for principal and interest

Whenever other funds from any lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the taxes levied herein for the payment of same, the Corporate Authorities shall, by proper proceedings, direct the deposit of such funds into the hereinafter defined Bond Fund and further shall direct the abatement of the taxes by the amount so deposited. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerk in a timely manner to effect such abatement.

The City and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund. The City covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the Pledged Taxes.

To the extent that the taxes levied above exceed the amount necessary to pay debt service on the Bonds as set forth in the Bond Notification, the Mayor, City Clerk and Treasurer are hereby authorized to direct the abatement of such taxes to the extent of the excess of such levy in each year over the amount necessary to pay debt service on the Bonds in the following bond year. Proper notice of such abatement shall be filed with the County Clerk in a timely manner to effect such abatement.

Section 10. Filing of Ordinance and Certificate of Reduction of Taxes. Forthwith as soon as this Ordinance becomes effective, the City Clerk be and is hereby directed to file a copy of this Ordinance with the County Clerk, and it shall be the duty of the County Clerk in and for each of the years 2018 to 2027, inclusive, to ascertain the rate percent required to produce the aggregate tax hereinbefore levied, and extend the same for collection on the tax books against all of the taxable property within the Area, in addition to other taxes levied in each of said years in the Area in order to raise the respective amounts levied aforesaid, and such tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general corporate purposes of the City, and when collected, the tax hereby levied shall be placed to the credit of a special fund to be designated and known as the "City of Prospect Heights Special Service Area Number 6 Bond and Interest Fund of 2018" (the *"Bond Fund"*), and the Bond Fund is hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds.

The Mayor, City Clerk and Treasurer be and the same are hereby directed to prepare and file with the County Clerk, a Certificate of Reduction of Taxes Heretofore Levied for the Payment of Bonds showing the Refunded Bonds and directing the abatement of the taxes heretofore levied for the years 2018 to 2027, inclusive, to pay the Refunded Bonds.

Section 11. Creation of Funds and Appropriations; Call of Refunded Bonds. The funds derived from the levy made in Section 9 hereof be and the same are hereby appropriated and set aside for the sole and only purpose of paying principal of and interest on the Bonds when and as the same become due.

Accrued interest, if any, and any premium received upon the sale of the Bonds shall be and are hereby appropriated for the purpose of paying the interest due on the Bonds, and, to that end, are hereby ordered deposited into the Bond Fund.

Simultaneously with the delivery of the Bonds, all of the funds then on deposit in the City of Prospect Heights Special Service Area Number 6 Bond and Interest Fund, Series 2008, established in connection with the issuance of the Prior Bonds shall be credited to and deposited pursuant to the direction of the Treasurer or his and her designee in the Bond Fund. All interest earned in the Bond Fund shall be deposited in the Bond Fund.

Simultaneously with the delivery of the Bonds, the sum necessary, together with funds of the City on hand and lawfully available, shall be used to provide for the Refunding, including the payment of such expenses as may be designated, and that portion not needed to pay such expenses is hereby ordered deposited (i) with the paying agent for the Prior Bonds (the *"Prior Paying Agent"*) or (ii) in escrow pursuant to an Escrow Letter Agreement to be entered into between the City and an escrow agent which shall be a bank or trust company with a corporate trust office located in the State of Illinois (the *"Escrow Agent"*), in substantially the form attached hereto as *Exhibit A* (the *"Escrow Agreement"*), for the purpose of paying the principal of and interest on the Refunded Bonds as such become due as set forth in the Escrow Agreement. The Escrow Agreement is hereby approved and the officers appearing signatory to the Escrow Agreement are hereby authorized and directed to execute the same, their execution to constitute conclusive proof of action in accordance with this Ordinance.

In accordance with the redemption provisions of the ordinance authorizing the issuance of the Prior Bonds, the City does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Bonds) the Refunded Bonds for redemption on their earliest possible and practicable redemption date as determined by the Designated Representatives in the Bond Notification.

Section 12. Non-Arbitrage and Tax-Exemption. The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the *"Code"*), or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service (the *"IRS"*) of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the City may be treated as a "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The City also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Corporate Authorities hereby authorize the officials of the City responsible for issuing the Bonds, the same being the Mayor, City Clerk and Treasurer, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the City and the Corporate Authorities further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Section 13. Designation of Issue. The City hereby designates each of the Bonds as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code.

Section 14. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 15. Use of Taxes Heretofore Levied. All proceeds received or to be received from any taxes heretofore levied to pay principal and interest on the Refunded Bonds, including the proceeds received or to be received from the taxes levied for the year 2017 for such purposes, shall be used to pay principal and interest on the Refunded Bonds and to the extent that such proceeds are not needed for such purpose, the same shall be deposited into the Bond Fund and used to pay principal and interest on the Bonds in accordance with all of the provisions of this Ordinance.

Section 16. Duties of Bond Registrar. If requested by the Bond Registrar, the Mayor and City Clerk are authorized to execute the Bond Registrar's standard form of agreement between the City and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

(a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of Bonds as provided herein;

(d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 17. Continuing Disclosure Undertaking. The Mayor is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the *"Continuing Disclosure Undertaking"*). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees and agents of the City, and the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

Section 18. *Municipal Bond Insurance.* In the event the payment of principal and interest on the Bonds is insured pursuant to a municipal bond insurance policy (the *"Municipal Bond Insurance Policy"*) issued by a bond insurer (the *"Bond Insurer"*), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the City and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer upon payment of the Bonds by the Bond Insurer, amendment hereof, or other terms, as approved by the Mayor on advice of counsel, his approval to constitute full and complete acceptance by the City of such terms and provisions under authority of this Section.

Section 19. *Record-Keeping Policy and Post-Issuance Compliance Matters*. On June 13, 2011, the Corporate Authorities adopted a record-keeping policy (the *"Policy"*) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the City, the interest on which is excludable from "gross income" for federal income tax purposes or which enable the City or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Corporate Authorities and the City hereby reaffirm the Policy.

Section 20. *Severability*. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 21. Repealer and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby repealed and this Ordinance shall be in full force and effect immediately and forthwith upon its passage and approval.

ADOPTED: August 27, 2018.

AYES: ______________________________

____

____

NAYS: ______________________________

ABSENT: ______________________________

Approved: August 27, 2018.

____
Mayor, City of Prospect Heights,
Cook County, Illinois

Attest:

____
City Clerk, City of Prospect Heights,
Cook County, Illinois

EXHIBIT A

FORM OF ESCROW AGREEMENT

____________, 2018

U.S. Bank National Association
Chicago, Illinois

Re: City of Prospect Heights, Cook County, Illinois
$________ Special Service Area Number 6 Refunding Bonds, Series 2018

Ladies and Gentlemen:

The City of Prospect Heights, Cook County, Illinois (the *"City"*), by an ordinance adopted by the City Council of the City on the 27th day of August, 2018 (as supplemented by a notification of sale of bonds dated ___________, 2018, the *"Bond Ordinance"*), has authorized the issue and delivery of $__________ Special Service Area Number 6 Refunding Bonds, Series 2018, dated ___________, 2018 (the *"Bonds"*). The City has authorized by the Bond Ordinance that proceeds of the Bonds be used to pay and redeem on December 15, 2018, $____________ of the City's outstanding and unpaid Special Service Area Number 6 Bonds, Series 2009, dated January 29, 2009, due serially or subject to mandatory redemption on December 15 of the years and in the amounts and bearing interest as follows:

Year of Maturity	Principal Amount	Interest Rate
2019	$135,000	5.30%
2020[1]	140,000	5.70%
2021[1]	150,000	5.70%
2022	160,000	5.70%
2023[2]	170,000	6.00%
2024[2]	180,000	6.00%
2025	190,000	6.00%
2026[3]	200,000	6.25%
2027[3]	215,000	6.25%
2028	230,000	6.25%

(the *"Refunded Bonds"*).

The City hereby deposits with you $____________ from the proceeds of the Bonds and $____________ from funds of the City on hand and lawfully available (collectively, the *"Deposit"*) and you are hereby instructed as follows with respect thereto:

1. [Upon deposit, you are directed to hold the Deposit in an irrevocable trust fund account (the *"Trust Account"*) for the City to the benefit of the holders of the Refunded Bonds.] [Upon deposit, you are directed to purchase U.S. Treasury Securities State and Local Government Series Certificates of Indebtedness in the amount of $____________ and maturing as described on *Exhibit A* hereto (the *"Securities"*). You are further instructed to fund a beginning cash escrow deposit on demand in the amount of $____________. The beginning deposit and the Securities are to be held in an irrevocable trust fund account (the *"Trust Account"*) for the City to the benefit of the holders of the Refunded Bonds.]

2. [You shall hold the Deposit in the Trust Account in cash for the sole and exclusive benefit of the holders of the Refunded Bonds until redemption of the Refunded Bonds on December 15, 2018, is made.] [You shall hold the Securities and any interest income or profit derived therefrom and any uninvested cash in the Trust Account for the sole and exclusive benefit of the holders of the Refunded Bonds until redemption of the Refunded Bonds on December 15, 2018, is made.]

3. You shall promptly collect the principal, interest or profit from the proceeds deposited in the Trust Account and promptly apply the same as necessary to the payment of the Refunded Bonds as herein provided.

[1] Mandatory sinking fund payment for the December 15, 2022, maturity.

[2] Mandatory sinking fund payment for the December 15, 2025, maturity.

[3] Mandatory sinking fund payment for the December 15, 2028, maturity.

4. The City has called the Refunded Bonds for redemption and payment prior to maturity on December 15, 2018. You are hereby directed to provide for and give timely notice of the call for redemption of the Refunded Bonds. The form and time of the giving of such notice regarding the Refunded Bonds shall be as specified in the resolution authorizing the issuance of the Refunded Bonds. The City agrees to reimburse you for any actual out-of-pocket expenses incurred in the giving of such notice, but the failure of the City to make such payment shall not in any respect whatsoever relieve you from carrying out any of the duties, terms or provisions of this Agreement.

5. In addition, in your separate role as paying agent for the Refunded Bonds, you are hereby directed to give notice of the call of the Refunded Bonds, on or before the date the notice of such redemption is given to the holders of the Refunded Bonds, to the Municipal Securities Rulemaking Board (the *"MSRB"*) through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. Information with respect to procedures for submitting notice can be found at https://msrb.org.

6. You shall use the sum of $___________ on December 15, 2018, to pay the principal of and interest on the Refunded Bonds on such date, and such remittance shall fully release and discharge you from any further duty or obligation thereto under this Agreement.

7. You shall make no payment of fees, due or to become due, of the bond registrar and paying agent on the Bonds or the Refunded Bonds. The City shall pay the same as they become due.

8. If at any time it shall appear to you that the funds on deposit in the Trust Account will not be sufficient to pay the principal of and interest on the Refunded Bonds, you shall notify the City not less than five (5) days prior to such payment date and the City shall make up the anticipated deficit from any funds legally available for such purpose so that no default in the making of any such payment will occur.

9. Upon final disbursement of funds sufficient to pay the Refunded Bonds as hereinabove provided for, you shall transfer any balance remaining in the Trust Account to the City and thereupon this Agreement shall terminate.

Very truly yours,

CITY OF PROSPECT HEIGHTS,
COOK COUNTY, ILLINOIS

By ___________________________________
Mayor

By ___________________________________
City Clerk

Accepted this _____ day of ____________________, 2018.

U.S. BANK NATIONAL ASSOCIATION,
Chicago, Illinois

By ___________________________________
Its _________________________________

STATE OF ILLINOIS)
) SS
COUNTIES OF COOK)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Prospect Heights, Cook County, Illinois (the *"City"*), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the City Council thereof (the *"Corporate Authorities"*).

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the 27th day of August, 2018, insofar as the same relates to the adoption of an Ordinance No. ______ entitled:

> AN ORDINANCE providing for the issue of not to exceed \$1,975,000 Special Service Area Number 6 Refunding Bonds, Series 2018, of the City of Prospect Heights, Cook County, Illinois, for the purpose of refunding certain outstanding special service area bonds of the City, providing for the levy of a direct annual tax against all of the taxable property in that part of said City known as Special Service Area Number 6 to pay the principal and interest on said bonds, authorizing the sale of said bonds to the purchaser thereof and authorizing the execution of an escrow letter agreement in connection with the issuance of said bonds.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 72 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City, this 27th day of August, 2018.

City Clerk

(SEAL)
[Attach *Exhibit A*]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois and as such official I do further certify that on the ____ day of __________, 2018, there was filed in my office a duly certified copy of Ordinance No. ______ entitled:

> AN ORDINANCE providing for the issue of not to exceed $1,975,000 Special Service Area Number 6 Refunding Bonds, Series 2018, of the City of Prospect Heights, Cook County, Illinois, for the purpose of refunding certain outstanding special service area bonds of the City, providing for the levy of a direct annual tax against all of the taxable property in that part of said City known as Special Service Area Number 6 to pay the principal and interest on said bonds, authorizing the sale of said bonds to the purchaser thereof and authorizing the execution of an escrow letter agreement in connection with the issuance of said bonds.

duly adopted by the City Council of the City of Prospect Heights, Cook County, Illinois, on the 27th day of August, 2018, that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of The County of Cook, Illinois, this ____ day of __________, 2018.

____
County Clerk of The County of Cook, Illinois

(SEAL)

8/27/18 WARRANT LIST

Checks		
General Fund	$	**152,663.64**
Motor Fuel Tax Fund		-
Palatine/Milwaukee Tax Increment Financing District		-
Tourism District		**1,305.72**
Development Fund		-
Drug Enforcement Agency Fund		**3,765.40**
Solid Waste Fund		**27,590.86**
Special Service Area #1		-
Special Service Area #2		-
Special Service Area #3		-
Special Service Area #4		-
Special Service Area #5		**184.74**
Special Service Area #8 - Levee Wall #37		-
Special Service Area-Constr#6(Water Main)		-
Special Service Area-Debt#6		-
Capital Improvements		**24,000.25**
Road Construction		-
Road Construction Debt		-
Water Fund		**29,732.05**
Parking Fund		**332.83**
Sanitary Sewer Fund		**3,504.98**
Road/Building Bond Escrow		**6,338.00**
TOTAL	**$**	**249,418.47**
Wire Payments		
8/17/18 PAYROLL POSTING		**140,523.91**
JULY ILLINOIS MUNICIPAL RETIREMENT FUND		**17,365.26**
POLICE PENSION PAYMENTS		**68,140.22**
	$	**475,447.86**

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
AFLAC	794361	AFLAC WITHHOLDING	08/07/2018	01-000-2031	201.02	.00	
Total AFLAC:					201.02	.00	
ALAN THIBEAULT	06/25/18	PD TRAINING	06/25/2018	01-360-5330	150.00	.00	
Total ALAN THIBEAULT:					150.00	.00	
ANDERSON LOCK COMPANY L	0983369	STANDARD CUT KEY	08/16/2018	01-360-5610	19.95	.00	
Total ANDERSON LOCK COMPANY LTD:					19.95	.00	
ARLINGTON HEIGHTS FORD IN	837212	VEHICLE MAINTENANCE PART	07/05/2018	01-350-5020	46.69	.00	
ARLINGTON HEIGHTS FORD IN	841084	VEHICLE MAINTENANCE PART	08/16/2018	01-350-5020	21.44	.00	
Total ARLINGTON HEIGHTS FORD INC.:					68.13	.00	
AT&T LONG DISTANCE	08/04/18	LONG DISTANCE STATEMENT	08/04/2018	01-320-5410	59.93	.00	
Total AT&T LONG DISTANCE:					59.93	.00	
BP CAR WASH	2401	CAR WASH	08/01/2018	01-360-5321	108.50	.00	
Total BP CAR WASH:					108.50	.00	
CANON FINANCIAL SERVICES	18873724	SERVICE CONTRACT	07/22/2018	01-340-5700	249.39	.00	
Total CANON FINANCIAL SERVICES:					249.39	.00	
CITYTECH USA INC	3286	PUBLIC SALARY ANNUAL MEM	08/09/2018	01-320-5310	390.00	.00	
Total CITYTECH USA INC:					390.00	.00	
CIVIC PLUS	175385	ANNUAL FEE	08/14/2018	01-320-5230	137.50	.00	
CIVIC PLUS	175773	ANNUAL FEES	08/22/2018	01-320-5230	6,757.64	.00	
Total CIVIC PLUS:					6,895.14	.00	
COM ED	08/09/18	218 FAIRWAY CT	08/09/2018	51-300-5410	33.34	.00	
COM ED	08/9/18	IRIGATION SYSTEM	08/09/2018	13-300-5108	33.83	.00	
COM ED	8/9/18	11 E. CAMP MCDONALD RD	08/09/2018	01-320-5410	36.84	.00	
COM ED	8-9-18	IRIGATION SYSTEM	08/09/2018	13-300-5108	40.91	.00	
Total COM ED:					144.92	.00	
CONSERV FS INC.	102009498	GASOLINE	07/12/2018	01-350-5751	3,031.49	.00	
CONSERV FS INC.	102009652	DIESEL FUEL	07/25/2018	01-350-5751	1,537.33	.00	
CONSERV FS INC.	102009653	GASOLINE	07/25/2018	01-350-5751	2,615.17	.00	
CONSERV FS INC.	102009894	GASOLINE	08/14/2018	01-350-5751	3,685.80	.00	
CONSERV FS INC.	65058546	CONSERV SHIPPING	07/19/2018	01-350-5751	935.00	.00	
Total CONSERV FS INC.:					11,804.79	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
CONSTELLATION NEWENERGY	12638101001	8285853	07/24/2018	01-350-5411	907.07	.00	
CONSTELLATION NEWENERGY	12638136601	8285851	07/24/2018	01-350-5411	202.10	.00	
CONSTELLATION NEWENERGY	12713804101	8285845	08/01/2018	51-300-5410	1,297.24	.00	
CONSTELLATION NEWENERGY	12734078001	8285854	08/13/2018	01-350-5411	148.59	.00	
CONSTELLATION NEWENERGY	12768341401	8285855	08/10/2018	52-300-5410	77.08	.00	
CONSTELLATION NEWENERGY	12768389501	8285852	08/13/2018	25-300-5050	50.81	.00	
CONSTELLATION NEWENERGY	12768396701	8285846	08/10/2018	52-300-5410	109.57	.00	
CONSTELLATION NEWENERGY	12768410701	8285847	08/10/2018	25-300-5050	34.30	.00	
CONSTELLATION NEWENERGY	12768412801	8285848	08/10/2018	52-300-5410	146.18	.00	
CONSTELLATION NEWENERGY	12768413101	8285850	08/10/2018	01-350-5411	40.11	.00	
CONSTELLATION NEWENERGY	12768417701	8285849	08/10/2018	25-300-5050	99.63	.00	
Total CONSTELLATION NEWENERGY INC.:					3,112.68	.00	
CROWN TROPHY	10992	PD RECOGNITION	07/09/2018	01-360-5100	75.00	.00	
CROWN TROPHY	10993	PD RECOGNITION	07/09/2018	01-360-5100	50.00	.00	
Total CROWN TROPHY:					125.00	.00	
CYNTHIA LA MANTIA	07/27/18	COURT REPORTING SERVICES	07/27/2018	01-324-5122	630.00	.00	
Total CYNTHIA LA MANTIA:					630.00	.00	
DAILY HERALD	08/04/18	BID ADVERTISEMENT	08/04/2018	01-320-5222	248.40	.00	
Total DAILY HERALD:					248.40	.00	
DAN PETERSON	08/21/18	RIVER TRAILS FIRE LUNCH ME	08/21/2018	01-340-5100	61.44	.00	
Total DAN PETERSON:					61.44	.00	
DAVID BANASZYNSKI	08/16/18	HEALTH INSPECTION	08/16/2018	01-340-5100	150.00	.00	
Total DAVID BANASZYNSKI:					150.00	.00	
DE LAGE LANDEN FINANCIAL S	60283916	COPIER	08/11/2018	01-320-5220	751.80	.00	
DE LAGE LANDEN FINANCIAL S	60287152	COPIER	08/11/2018	01-320-5220	1,144.32	.00	
Total DE LAGE LANDEN FINANCIAL SERVICES INC:					1,896.12	.00	
DEKIND COMPUTER CONSULT	24795	PD HARDWARE	08/06/2018	16-500-7020	1,196.10	.00	
DEKIND COMPUTER CONSULT	24814	PD HARDWARE	08/13/2018	16-500-7020	1,196.10	.00	
DEKIND COMPUTER CONSULT	24815	PD HARDWARE	08/13/2018	16-500-7020	177.10	.00	
DEKIND COMPUTER CONSULT	24864	PD Computer Equipment	08/20/2018	16-500-7020	1,196.10	.00	
Total DEKIND COMPUTER CONSULTANTS:					3,765.40	.00	
EL-COR INDUSTRIES INC	103837	SAFETY TAPE	07/18/2018	01-350-7023	39.16	.00	
Total EL-COR INDUSTRIES INC:					39.16	.00	
FRANCZEK RADELET	185776	LABOR LEGAL FEES	08/20/2018	01-324-5123	690.00	.00	
Total FRANCZEK RADELET:					690.00	.00	
GEWALT HAMILTON ASSOCIAT	07/22/18	ENGINEERING SERVICES	07/22/2018	01-320-5105	4,164.00	.00	
GEWALT HAMILTON ASSOCIAT	07/22/18	ENGINEERING SERVICES	07/22/2018	01-320-5106	3,104.00	.00	
GEWALT HAMILTON ASSOCIAT	07/22/18	ENGINEERING SERVICES	07/22/2018	53-300-5100	172.21	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
GEWALT HAMILTON ASSOCIAT	07/22/18	ENGINEERING SERVICES	07/22/2018	01-320-5105	1,274.00	.00	
GEWALT HAMILTON ASSOCIAT	07/22/18	ENGINEERING SERVICES	07/22/2018	30-550-7050	11,558.00	.00	
GEWALT HAMILTON ASSOCIAT	07/22/18	ENGINEERING SERVICES	07/22/2018	30-550-7048	3,375.00	.00	
GEWALT HAMILTON ASSOCIAT	07/22/18	ENGINEERING SERVICES	07/22/2018	30-550-7049	7,296.25	.00	
GEWALT HAMILTON ASSOCIAT	07/22/18	ENGINEERING SERVICES	07/22/2018	30-550-7063	1,771.00	.00	
Total GEWALT HAMILTON ASSOCIATES INC.:					32,714.46	.00	
GRAINGER INC.	9876560864	PW OPERATING SUPPLIES	08/15/2018	01-350-5710	48.60	.00	
Total GRAINGER INC.:					48.60	.00	
GUY M KARM	07/30/18	CITY PROSECUTOR	07/30/2018	01-324-5122	8,450.00	.00	
Total GUY M KARM:					8,450.00	.00	
HACH COMPANY	11062225	WATER QUALITY TESTING UNI	07/25/2018	51-300-5050	196.47	.00	
Total HACH COMPANY:					196.47	.00	
HOME DEPOT CREDIT SERVIC	1616461	SAFETY GEAR	07/16/2018	01-350-7023	36.66	.00	
HOME DEPOT CREDIT SERVIC	1616462	VEHICLE PARTS	07/16/2018	01-350-5020	50.88	.00	
HOME DEPOT CREDIT SERVIC	3072779	LANDSCAPING SUPPLIES	07/24/2018	01-350-5650	65.86	.00	
HOME DEPOT CREDIT SERVIC	4011888	MANHOLE PATCH	07/23/2018	01-350-5635	25.40	.00	
HOME DEPOT CREDIT SERVIC	4080019	LANDSCAPING SUPPLIES	07/13/2018	01-350-5650	98.13	.00	
HOME DEPOT CREDIT SERVIC	4080026	BUILDING SUPPLIES	07/13/2018	01-350-5710	23.26	.00	
HOME DEPOT CREDIT SERVIC	5084548	PW SUPPLIES	07/02/2018	01-350-5710	25.09	.00	
HOME DEPOT CREDIT SERVIC	8072347	LANDSCAPE REPAIR	07/19/2018	51-300-5050	60.40	.00	
HOME DEPOT CREDIT SERVIC	8605424	BUILDING SUPPLIES	06/29/2018	01-350-5710	35.68	.00	
HOME DEPOT CREDIT SERVIC	8605425	BUILDING SUPPLIES	06/29/2018	01-350-5710	3.42	.00	
Total HOME DEPOT CREDIT SERVICES:					424.78	.00	
IL DEPT OF TRANSPORTATION	54666	IDOT TRAFFIC SIGNAL MAINT.	08/02/2018	01-350-5031	2,343.90	.00	
Total IL DEPT OF TRANSPORTATION:					2,343.90	.00	
IL LAW ENFORCEMENT ALARM	DUES7891	MEMBERSHIP DUES	07/01/2018	01-360-5310	120.00	.00	
Total IL LAW ENFORCEMENT ALARM SYSTM:					120.00	.00	
ILLINOIS PUBLIC RISK FUND	50198	OCTOBER 2018	08/13/2018	01-320-5530	271.58	.00	
ILLINOIS PUBLIC RISK FUND	50198	OCTOBER 2018	08/13/2018	01-340-5530	314.24	.00	
ILLINOIS PUBLIC RISK FUND	50198	OCTOBER 2018	08/13/2018	01-350-5530	1,327.60	.00	
ILLINOIS PUBLIC RISK FUND	50198	OCTOBER 2018	08/13/2018	01-360-5530	8,995.75	.00	
ILLINOIS PUBLIC RISK FUND	50198	OCTOBER 2018	08/13/2018	51-300-5530	231.07	.00	
ILLINOIS PUBLIC RISK FUND	50198	OCTOBER 2018	08/13/2018	53-300-5530	57.77	.00	
Total ILLINOIS PUBLIC RISK FUND:					11,198.01	.00	
ILLINOIS SECRETARY OF STAT	08/13/18	LICENSE PLATE RENEWAL	08/13/2018	01-360-5321	101.00	.00	
Total ILLINOIS SECRETARY OF STATE:					101.00	.00	
ILLINOIS STATE POLICE	07/01/18	LIQUOR LICENSE BACKGROUN	07/01/2018	01-320-5100	27.00	.00	
Total ILLINOIS STATE POLICE:					27.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
ILLINOIS-AMERICAN WATER C	08/01/18	1025-210002055667	08/01/2018	01-320-5410	42.00	.00	
ILLINOIS-AMERICAN WATER C	08/02/18	1025-210004321674	08/02/2018	51-300-5412	23,797.05	.00	
ILLINOIS-AMERICAN WATER C	08/03/18	1025-220011635309	08/03/2018	13-300-5108	232.63	.00	
ILLINOIS-AMERICAN WATER C	8/1/18	1025-210002055629	08/01/2008	01-320-5410	366.62	.00	
ILLINOIS-AMERICAN WATER C	8/2/18	1025-220011635316	08/02/2018	13-300-5108	489.43	.00	
Total ILLINOIS-AMERICAN WATER CO.:					24,927.73	.00	
JAMES BREDBERG	08/01/18	PASSENGER STICKERS REFUN	08/01/2018	01-120-3300	40.00	.00	
Total JAMES BREDBERG:					40.00	.00	
JEFFREY L BAUREIS	32	ELECTRICAL INSPECTIONS	08/04/2018	01-340-5100	1,075.00	.00	
Total JEFFREY L BAUREIS:					1,075.00	.00	
JENNIFER PARSHALL	08/16/18	NEWSLETTER	08/16/2018	01-320-5100	471.25	.00	
Total JENNIFER PARSHALL:					471.25	.00	
JG UNIFORMS INC	39828	PD UNIFORMS	07/27/2018	01-360-5741	45.85	.00	
JG UNIFORMS INC	40258	PD UNIFORMS	08/07/2018	01-360-5741	162.00	.00	
JG UNIFORMS INC	40312	PD UNIFORMS	08/08/2018	01-360-5741	28.95	.00	
JG UNIFORMS INC	40408	PD UNIFORMS	08/08/2018	01-360-5741	218.06	.00	
JG UNIFORMS INC	40409	PD UNIFORMS	08/08/2018	01-360-5741	805.00	.00	
JG UNIFORMS INC	40410	PD UNIFORMS	08/08/2018	01-360-5741	248.06	.00	
JG UNIFORMS INC	40411	PD UNIFORMS	08/08/2018	01-360-5741	20.00	.00	
JG UNIFORMS INC	40412	PD UNIFORMS	08/08/2018	01-360-5741	197.00	.00	
Total JG UNIFORMS INC:					1,724.92	.00	
JOURNAL & TOPICS NEWSPAP	177582	LEGAL NOTICE	08/01/2018	01-340-5222	136.34	.00	
Total JOURNAL & TOPICS NEWSPAPERS INC.:					136.34	.00	
LANDSCAPE CONCEPTS MANA	147990	LANDSCAPE MAINTENANCE	08/01/2018	13-300-5108	508.92	.00	
Total LANDSCAPE CONCEPTS MANAGEMENT:					508.92	.00	
LAPORT INC	218560	OPERATING SUPPLIES	07/25/2018	01-350-5710	2,113.07	.00	
LAPORT INC	218714	OPERATING SUPPLIES	07/25/2018	01-350-5710	134.60	.00	
Total LAPORT INC:					2,247.67	.00	
LAUTERBACH & AMEN, LLP	29464	ACCOUNTING SERVICES	07/16/2018	01-322-5101	13,800.00	.00	
LAUTERBACH & AMEN, LLP	29464	ACCOUNTING SERVICES	07/16/2018	51-300-5101	2,475.00	.00	
LAUTERBACH & AMEN, LLP	29464	ACCOUNTING SERVICES	07/16/2018	53-300-5101	2,475.00	.00	
Total LAUTERBACH & AMEN, LLP:					18,750.00	.00	
LEROY'S LAWN EQUIPMENT IN	18811	LAWN MOWER PARTS	07/09/2018	01-350-5610	141.70	.00	
Total LEROY'S LAWN EQUIPMENT INC.:					141.70	.00	
LEXISNEXIS RISK SOLUTIONS	1290571-2018	MONTHLY ACTIVITY	07/31/2018	01-360-5100	185.47	.00	
Total LEXISNEXIS RISK SOLUTIONS:					185.47	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
LOGSDON OFFICE SUPPLY	1034008-001	SUPPLIES	08/10/2018	01-320-5700	89.22	.00	
Total LOGSDON OFFICE SUPPLY:					89.22	.00	
M.E. SIMPSON CO INC	32042	LEAK SURVEY	07/31/2018	51-300-5100	395.00	.00	
Total M.E. SIMPSON CO INC:					395.00	.00	
METROPOLITAN MAYORS CAU	2018-215	2017-2018 CAUCUS DUES	07/31/2018	01-310-5310	731.52	.00	
Total METROPOLITAN MAYORS CAUCUS:					731.52	.00	
MT. PROSPECT PUBLIC WORK	07/18/18	CROSS CONNECTION CONTRO	07/18/2018	01-350-5104	30.00	.00	
MT. PROSPECT PUBLIC WORK	27524	CROSS CONNECTION CONTRO	07/18/2018	01-350-5104	20.00	.00	
Total MT. PROSPECT PUBLIC WORKS DEPARTMENT:					50.00	.00	
NAC SUPPLY INC	42251	ROAD STRIPE PAINT & ROAD B	07/30/2018	01-350-5721	340.90	.00	
Total NAC SUPPLY INC:					340.90	.00	
NAPA-HEIGHTS AUTOMOTIVE	3563-110081	VEHICLE MAINTENANCE SUPP	07/13/2018	01-350-5020	146.74	.00	
NAPA-HEIGHTS AUTOMOTIVE	3563113493	VEHICLE MAINTENANCE SUPP	07/25/2018	01-350-5710	9.98	.00	
NAPA-HEIGHTS AUTOMOTIVE	3563-118559	VEHICLE MAINTENANCE SUPP	08/13/2018	01-350-5020	19.92	.00	
Total NAPA-HEIGHTS AUTOMOTIVE:					176.64	.00	
NICOR GAS	07/23/18	20-93-79-2787 7	07/23/2018	01-320-5410	110.99	.00	
NICOR GAS	07/24/18	WTR 70-06-34-0000 9	07/24/2018	51-300-5410	28.33	.00	
Total NICOR GAS:					139.32	.00	
NORTH EAST MULTI-REGIONAL	239761	PD TRAINING	07/30/2018	01-360-5330	300.00	.00	
NORTH EAST MULTI-REGIONAL	240200	PD TRAINING	08/07/2018	01-360-5330	35.00	.00	
NORTH EAST MULTI-REGIONAL	240252	PD TRAINING	08/10/2018	01-360-5330	125.00	.00	
Total NORTH EAST MULTI-REGIONAL TRAINING INC.:					460.00	.00	
NORTH SHORE SIGN	118452	SIGN MAINTENANCE	08/01/2018	01-320-5100	38.00	.00	
Total NORTH SHORE SIGN:					38.00	.00	
NORTH SUBURBAN EMPLOYEE	06/01/18	JUNE MEDICAL INSURANCE	06/01/2018	01-320-4100	1,358.00	.00	
NORTH SUBURBAN EMPLOYEE	06/01/18	JUNE MEDICAL INSURANCE	06/01/2018	01-340-4100	4,417.00	.00	
NORTH SUBURBAN EMPLOYEE	06/01/18	JUNE MEDICAL INSURANCE	06/01/2018	01-350-4100	2,030.00	.00	
NORTH SUBURBAN EMPLOYEE	06/01/18	JUNE MEDICAL INSURANCE	06/01/2018	01-360-4100	31,055.00	.00	
NORTH SUBURBAN EMPLOYEE	06/01/18	JUNE MEDICAL INSURANCE	06/01/2018	01-370-4101	2,936.00	.00	
NORTH SUBURBAN EMPLOYEE	9/1/18	DENTAL & VISION INSURANCE	08/22/2018	01-320-4100	181.50	.00	
NORTH SUBURBAN EMPLOYEE	9/1/18	DENTAL & VISION INSURANCE	08/22/2018	01-340-4100	423.00	.00	
NORTH SUBURBAN EMPLOYEE	9/1/18	DENTAL & VISION INSURANCE	08/22/2018	01-360-4100	2,782.00	.00	
NORTH SUBURBAN EMPLOYEE	9/1/18	DENTAL & VISION INSURANCE	08/22/2018	01-350-4100	172.00	.00	
NORTH SUBURBAN EMPLOYEE	9/1/18	DENTAL & VISION INSURANCE	08/22/2018	51-300-4100	61.50	.00	
NORTH SUBURBAN EMPLOYEE	9/1/18	DENTAL & VISION INSURANCE	08/22/2018	01-370-4101	648.00	.00	
Total NORTH SUBURBAN EMPLOYEE BENEFIT COOPERAT:					46,064.00	.00	
NORTHWEST MUNICIPAL CONF	10415-2	2018 NWMC ANNUAL GALA	06/22/2018	01-310-5300	80.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total NORTHWEST MUNICIPAL CONFERENCE:					80.00	.00	
OFFICE DEPOT INC.	9877411	PD SUPPLIES	07/31/2018	01-360-5700	462.53	.00	
Total OFFICE DEPOT INC.:					462.53	.00	
OMNI YOUTH SERVICES INC.	02COPH18	VOCA GRANT EXPENSE - JULY	08/01/2018	01-360-5101	6,673.67	.00	
Total OMNI YOUTH SERVICES INC.:					6,673.67	.00	
OPP FRANCHISING INC. DBA J	CHC08180733	CLEANING SERVICES	08/01/2018	01-350-5104	1,164.83	.00	
Total OPP FRANCHISING INC. DBA JANI-KING IL:					1,164.83	.00	
ORANGE CRUSH LLC	57366	STR PATCH MATERIALS	07/23/2018	01-350-5634	1,594.88	.00	
Total ORANGE CRUSH LLC:					1,594.88	.00	
PDC LABORATORIES INC	I9318217	WATER TESTING	04/17/2018	51-300-5100	58.00	.00	
PDC LABORATORIES INC	I9320359	WATER TESTING	05/03/2018	51-300-5100	44.00	.00	
PDC LABORATORIES INC	I9327669	WATER TESTING	06/30/2018	51-300-5100	73.50	.00	
PDC LABORATORIES INC	I9331786	WATER TESTING	07/31/2018	51-300-5100	73.50	.00	
Total PDC LABORATORIES INC:					249.00	.00	
PRO DATA PAYROLL SERVICE	402185	PAYROLL PROCESSING	07/31/2018	01-322-5540	179.00	.00	
PRO DATA PAYROLL SERVICE	402750	PAYROLL PROCESSING	08/14/2018	01-322-5540	197.45	.00	
Total PRO DATA PAYROLL SERVICES INC.:					376.45	.00	
RACEWAY CAR WASH	111	PD SQUAD EXPENSE	08/09/2018	01-360-5321	176.95	.00	
Total RACEWAY CAR WASH:					176.95	.00	
RAY O'HERRON CO INC	1842736-IN	PD UNIFORMS	08/16/2018	01-360-5741	369.88	.00	
RAY O'HERRON CO INC	1843408-IN	PD CLOTHING	08/20/2018	01-360-5741	27.93	.00	
RAY O'HERRON CO INC	1843409-IN	PD CLOTHING	08/20/2018	01-360-5741	49.95	.00	
Total RAY O'HERRON CO INC:					447.76	.00	
READY PRESS LLC	81134	Window Envelopes	07/31/2018	01-320-5221	175.00	.00	
Total READY PRESS LLC:					175.00	.00	
RIZE PROPERTIES	17-845	ROAD BOND REFUND	08/22/2018	72-000-2310	6,338.00	.00	
Total RIZE PROPERTIES:					6,338.00	.00	
S D ENTERPRISES INC	08/13/18	SANITARY SEWER INSPECTIO	08/13/2018	53-300-5100	800.00	.00	
Total S D ENTERPRISES INC:					800.00	.00	
SAFEBUILT INC.	0051430-IN	INSPECTIONS	07/31/2018	01-340-5100	916.50	.00	
Total SAFEBUILT INC.:					916.50	.00	
SOLID WASTE AGENCY	08/13/18	RECYCLING EVENT	08/13/2018	17-300-5420	500.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
SOLID WASTE AGENCY	5995	O&M COSTS	08/22/2018	17-300-5420	27,090.86	.00	
Total SOLID WASTE AGENCY:					27,590.86	.00	
SUBURBAN ACCENTS INC.	26927	GRAPHICS & LETTERING	08/07/2018	01-360-5610	300.00	.00	
Total SUBURBAN ACCENTS INC.:					300.00	.00	
T.O.P.S. IN DOG TRAINING COR	20068	K-9 TRAINING	08/01/2018	01-360-5100	300.00	.00	
Total T.O.P.S. IN DOG TRAINING CORP.:					300.00	.00	
TERRACE SUPPLY CO	70409366	WELDING SUPPLIES	07/25/2018	01-350-5020	89.50	.00	
Total TERRACE SUPPLY CO:					89.50	.00	
TINAGLIA ARCHITECTS, INC.	5143	ARCHITECTURAL SERVICES	08/09/2018	01-320-5100	12,000.00	.00	
Total TINAGLIA ARCHITECTS, INC.:					12,000.00	.00	
TRAFFIC CONTROL & PROTEC	93554	BARRICADES	08/16/2018	01-350-5721	1,668.25	.00	
Total TRAFFIC CONTROL & PROTECTION:					1,668.25	.00	
TRUGREEN PROCESSING CEN	88458930	LAWN SERVICE	07/27/2018	01-350-5104	41.00	.00	
TRUGREEN PROCESSING CEN	89434859	LAWN SERVICE	08/11/2018	01-350-5103	92.25	.00	
Total TRUGREEN PROCESSING CENTER:					133.25	.00	
UNIFIRST CORPORATION	0811307767	PW UNIFORMS	07/27/2018	01-350-5104	98.70	.00	
UNIFIRST CORPORATION	0811309520	PW UNIFORMS	08/03/2018	01-350-5104	99.20	.00	
UNIFIRST CORPORATION	0811311276	PW UNIFORMS	08/10/2018	01-350-5104	98.70	.00	
UNIFIRST CORPORATION	0811313033	PW UNIFORMS	08/17/2018	01-350-5104	98.70	.00	
Total UNIFIRST CORPORATION:					395.30	.00	
US BANK NA	5068950	SERIES 2010	07/25/2018	51-300-5430	550.00	.00	
Total US BANK NA:					550.00	.00	
VERIZON WIRELESS	9811895617	MONTHLY SERVICE	08/01/2018	01-320-5410	131.36	.00	
VERIZON WIRELESS	9811895617	MONTHLY SERVICE	08/01/2018	01-360-5410	453.93	.00	
VERIZON WIRELESS	9811895617	MONTHLY SERVICE	08/01/2018	51-300-5410	55.80	.00	
VERIZON WIRELESS	9811895617	MONTHLY SERVICE	08/01/2018	01-350-5410	279.00	.00	
VERIZON WIRELESS	9812563547	PD CELL PHONES	08/10/2018	01-360-5610	570.15	.00	
Total VERIZON WIRELESS:					1,490.24	.00	
VILLAGE OF MOUNT PROSPEC	08/15/18	3288-001	08/15/2018	51-300-5412	301.85	.00	
Total VILLAGE OF MOUNT PROSPECT:					301.85	.00	
WAREHOUSE DIRECT OFFICE	3981646-0	OFFICE SUPPLIES	07/31/2018	01-320-5700	237.38	.00	
WAREHOUSE DIRECT OFFICE	3985766-0	OFFICE SUPPLIES	08/03/2018	01-320-5700	77.08	.00	
WAREHOUSE DIRECT OFFICE	3986099-0	OFFICE SUPPLIES	08/03/2018	01-320-5700	17.49	.00	
WAREHOUSE DIRECT OFFICE	3993033-0	OFFICE SUPPLIES	08/09/2018	01-320-5700	238.63	.00	
WAREHOUSE DIRECT OFFICE	3994047-0	OFFICE SUPPLIES	08/10/2018	01-320-5700	87.09	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total WAREHOUSE DIRECT OFFICE PROD INC.:					657.67	.00	
WHEELING/PROSPECT HEIGHT	5230	ANNUAL STATE OF PROSPECT	07/01/2018	01-310-5300	30.00	.00	
WHEELING/PROSPECT HEIGHT	5234	ANNUAL STATE OF PROSPECT	07/01/2018	01-310-5300	30.00	.00	
WHEELING/PROSPECT HEIGHT	5235	ANNUAL STATE OF PROSPECT	07/01/2018	01-310-5300	30.00	.00	
WHEELING/PROSPECT HEIGHT	5236	ANNUAL STATE OF PROSPECT	07/01/2018	01-310-5300	90.00	.00	
WHEELING/PROSPECT HEIGHT	5237	ANNUAL STATE OF PROSPECT	07/01/2018	01-310-5300	150.00	.00	
WHEELING/PROSPECT HEIGHT	5238	ANNUAL STATE OF PROSPECT	07/01/2018	01-310-5300	60.00	.00	
WHEELING/PROSPECT HEIGHT	5241	ANNUAL STATE OF PROSPECT	07/01/2018	01-310-5300	30.00	.00	
Total WHEELING/PROSPECT HEIGHTS CC & INDUSTRY:					420.00	.00	
XTIVITY SOLUTIONS INC.	1292	PHONE AND INTERNET SERVIC	07/01/2018	01-320-5410	1,226.00	.00	
XTIVITY SOLUTIONS INC.	1293	SERVICE AND SECURITY SUPP	07/01/2018	01-320-5410	750.00	.00	
XTIVITY SOLUTIONS INC.	600	PHONE AND INTERNET SERVIC	08/16/2018	01-320-5410	1,308.76	.00	
XTIVITY SOLUTIONS INC.	CM1212	CREDIT MEMO	08/09/2018	01-320-5410	1,146.30-	.00	
XTIVITY SOLUTIONS INC.	CM1231	CREDIT MEMO	08/09/2018	01-320-5410	1,162.53-	.00	
XTIVITY SOLUTIONS INC.	CM1250	CREDIT MEMO	08/09/2018	01-320-5410	1,069.46-	.00	
XTIVITY SOLUTIONS INC.	CM1268	CREDIT MEMO	08/09/2018	01-320-5410	1,082.64-	.00	
Total XTIVITY SOLUTIONS INC.:					1,176.17-	.00	
ZONATHERM PRODUCTS INC	41083	OIL FILTERS FOR CITY HALL	08/14/2018	01-350-5104	114.36	.00	
Total ZONATHERM PRODUCTS INC:					114.36	.00	
Grand Totals:					249,418.47	.00	

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	794361	AFLAC WITHHOLDING	08/07/2018	201.02	.00	
Total :					201.02	.00	
LICENSES & FEES							
01-120-3300 VEHICLE STICKERS	JAMES BREDBERG	08/01/18	PASSENGER STICKERS REFUN	08/01/2018	40.00	.00	
Total LICENSES & FEES:					40.00	.00	
CITY COUNCIL & BOARDS							
01-310-5300 ALDERMANIC EXPENSE	NORTHWEST MUNICIPAL CONF	10415-2	2018 NWMC ANNUAL GALA	06/22/2018	80.00	.00	
01-310-5300 ALDERMANIC EXPENSE	WHEELING/PROSPECT HEIGHT	5230	ANNUAL STATE OF PROSPECT	07/01/2018	30.00	.00	
01-310-5300 ALDERMANIC EXPENSE	WHEELING/PROSPECT HEIGHT	5234	ANNUAL STATE OF PROSPECT	07/01/2018	30.00	.00	
01-310-5300 ALDERMANIC EXPENSE	WHEELING/PROSPECT HEIGHT	5235	ANNUAL STATE OF PROSPECT	07/01/2018	30.00	.00	
01-310-5300 ALDERMANIC EXPENSE	WHEELING/PROSPECT HEIGHT	5236	ANNUAL STATE OF PROSPECT	07/01/2018	90.00	.00	
01-310-5300 ALDERMANIC EXPENSE	WHEELING/PROSPECT HEIGHT	5237	ANNUAL STATE OF PROSPECT	07/01/2018	150.00	.00	
01-310-5300 ALDERMANIC EXPENSE	WHEELING/PROSPECT HEIGHT	5238	ANNUAL STATE OF PROSPECT	07/01/2018	60.00	.00	
01-310-5300 ALDERMANIC EXPENSE	WHEELING/PROSPECT HEIGHT	5241	ANNUAL STATE OF PROSPECT	07/01/2018	30.00	.00	
01-310-5310 MEMBERSHIPS	METROPOLITAN MAYORS CAU	2018-215	2017-2018 CAUCUS DUES	07/31/2018	731.52	.00	
Total CITY COUNCIL & BOARDS:					1,231.52	.00	
ADMINISTRATION							
01-320-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	06/01/18	JUNE MEDICAL INSURANCE	06/01/2018	1,358.00	.00	
01-320-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	9/1/18	DENTAL & VISION INSURANCE	08/22/2018	181.50	.00	
01-320-5100 PROFESSIONAL SERVIC	ILLINOIS STATE POLICE	07/01/18	LIQUOR LICENSE BACKGROUN	07/01/2018	27.00	.00	
01-320-5100 PROFESSIONAL SERVIC	JENNIFER PARSHALL	08/16/18	NEWSLETTER	08/16/2018	471.25	.00	
01-320-5100 PROFESSIONAL SERVIC	NORTH SHORE SIGN	118452	SIGN MAINTENANCE	08/01/2018	38.00	.00	
01-320-5100 PROFESSIONAL SERVIC	TINAGLIA ARCHITECTS, INC.	5143	ARCHITECTURAL SERVICES	08/09/2018	12,000.00	.00	
01-320-5105 PROFESSIONAL FEES -	GEWALT HAMILTON ASSOCIAT	07/22/18	ENGINEERING SERVICES	07/22/2018	4,164.00	.00	
01-320-5105 PROFESSIONAL FEES -	GEWALT HAMILTON ASSOCIAT	07/22/18	ENGINEERING SERVICES	07/22/2018	1,274.00	.00	
01-320-5106 PROFESSIONAL FEES -	GEWALT HAMILTON ASSOCIAT	07/22/18	ENGINEERING SERVICES	07/22/2018	3,104.00	.00	
01-320-5220 PHOTOCOPY	DE LAGE LANDEN FINANCIAL S	60283916	COPIER	08/11/2018	751.80	.00	
01-320-5220 PHOTOCOPY	DE LAGE LANDEN FINANCIAL S	60287152	COPIER	08/11/2018	1,144.32	.00	
01-320-5221 PRINTING	READY PRESS LLC	81134	Window Envelopes	07/31/2018	175.00	.00	
01-320-5222 LEGAL NOTICES	DAILY HERALD	08/04/18	BID ADVERTISEMENT	08/04/2018	248.40	.00	
01-320-5230 WEBSITE	CIVIC PLUS	175385	ANNUAL FEE	08/14/2018	137.50	.00	
01-320-5230 WEBSITE	CIVIC PLUS	175773	ANNUAL FEES	08/22/2018	6,757.64	.00	
01-320-5310 MEMBERSHIPS	CITYTECH USA INC	3286	PUBLIC SALARY ANNUAL MEM	08/09/2018	390.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-320-5410 UTILITIES	AT&T LONG DISTANCE	08/04/18	LONG DISTANCE STATEMENT	08/04/2018	59.93	.00	
01-320-5410 UTILITIES	COM ED	8/9/18	11 E. CAMP MCDONALD RD	08/09/2018	36.84	.00	
01-320-5410 UTILITIES	ILLINOIS-AMERICAN WATER C	08/01/18	1025-210002055667	08/01/2018	42.00	.00	
01-320-5410 UTILITIES	ILLINOIS-AMERICAN WATER C	8/1/18	1025-210002055629	08/01/2008	366.62	.00	
01-320-5410 UTILITIES	NICOR GAS	07/23/18	20-93-79-2787 7	07/23/2018	110.99	.00	
01-320-5410 UTILITIES	VERIZON WIRELESS	9811895617	MONTHLY SERVICE	08/01/2018	131.36	.00	
01-320-5410 UTILITIES	XTIVITY SOLUTIONS INC.	1292	PHONE AND INTERNET SERVIC	07/01/2018	1,226.00	.00	
01-320-5410 UTILITIES	XTIVITY SOLUTIONS INC.	1293	SERVICE AND SECURITY SUPP	07/01/2018	750.00	.00	
01-320-5410 UTILITIES	XTIVITY SOLUTIONS INC.	600	PHONE AND INTERNET SERVIC	08/16/2018	1,308.76	.00	
01-320-5410 UTILITIES	XTIVITY SOLUTIONS INC.	CM1212	CREDIT MEMO	08/09/2018	1,146.30-	.00	
01-320-5410 UTILITIES	XTIVITY SOLUTIONS INC.	CM1231	CREDIT MEMO	08/09/2018	1,162.53-	.00	
01-320-5410 UTILITIES	XTIVITY SOLUTIONS INC.	CM1250	CREDIT MEMO	08/09/2018	1,069.46-	.00	
01-320-5410 UTILITIES	XTIVITY SOLUTIONS INC.	CM1268	CREDIT MEMO	08/09/2018	1,082.64-	.00	
01-320-5530 WORKERS COMPENSATI	ILLINOIS PUBLIC RISK FUND	50198	OCTOBER 2018	08/13/2018	271.58	.00	
01-320-5700 OFFICE SUPPLIES	LOGSDON OFFICE SUPPLY	1034008-001	SUPPLIES	08/10/2018	89.22	.00	
01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	3981646-0	OFFICE SUPPLIES	07/31/2018	237.38	.00	
01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	3985766-0	OFFICE SUPPLIES	08/03/2018	77.08	.00	
01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	3986099-0	OFFICE SUPPLIES	08/03/2018	17.49	.00	
01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	3993033-0	OFFICE SUPPLIES	08/09/2018	238.63	.00	
01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	3994047-0	OFFICE SUPPLIES	08/10/2018	87.09	.00	
Total ADMINISTRATION:					32,812.45	.00	
FINANCE							
01-322-5101 AUDIT & FINANCE FEES	LAUTERBACH & AMEN, LLP	29464	ACCOUNTING SERVICES	07/16/2018	13,800.00	.00	
01-322-5540 PAYROLL SERVICE FEE	PRO DATA PAYROLL SERVICE	402185	PAYROLL PROCESSING	07/31/2018	179.00	.00	
01-322-5540 PAYROLL SERVICE FEE	PRO DATA PAYROLL SERVICE	402750	PAYROLL PROCESSING	08/14/2018	197.45	.00	
Total FINANCE:					14,176.45	.00	
LEGAL							
01-324-5122 CITY PROSECUTOR	CYNTHIA LA MANTIA	07/27/18	COURT REPORTING SERVICES	07/27/2018	630.00	.00	
01-324-5122 CITY PROSECUTOR	GUY M KARM	07/30/18	CITY PROSECUTOR	07/30/2018	8,450.00	.00	
01-324-5123 LABOR ATTORNEY	FRANCZEK RADELET	185776	LABOR LEGAL FEES	08/20/2018	690.00	.00	
Total LEGAL:					9,770.00	.00	
BUILDING DEPARTMENT							
01-340-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	06/01/18	JUNE MEDICAL INSURANCE	06/01/2018	4,417.00	.00	
01-340-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	9/1/18	DENTAL & VISION INSURANCE	08/22/2018	423.00	.00	
01-340-5100 PROFESSIONAL SERVIC	DAN PETERSON	08/21/18	RIVER TRAILS FIRE LUNCH ME	08/21/2018	61.44	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-340-5100 PROFESSIONAL SERVIC	DAVID BANASZYNSKI	08/16/18	HEALTH INSPECTION	08/16/2018	150.00	.00	
01-340-5100 PROFESSIONAL SERVIC	JEFFREY L BAUREIS	32	ELECTRICAL INSPECTIONS	08/04/2018	1,075.00	.00	
01-340-5100 PROFESSIONAL SERVIC	SAFEBUILT INC.	0051430-IN	INSPECTIONS	07/31/2018	916.50	.00	
01-340-5222 LEGAL NOTICES	JOURNAL & TOPICS NEWSPAP	177582	LEGAL NOTICE	08/01/2018	136.34	.00	
01-340-5530 WORKERS COMPENSATI	ILLINOIS PUBLIC RISK FUND	50198	OCTOBER 2018	08/13/2018	314.24	.00	
01-340-5700 OFFICE SUPPLIES	CANON FINANCIAL SERVICES	18873724	SERVICE CONTRACT	07/22/2018	249.39	.00	
Total BUILDING DEPARTMENT:					7,742.91	.00	
PUBLIC WORKS							
01-350-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	06/01/18	JUNE MEDICAL INSURANCE	06/01/2018	2,030.00	.00	
01-350-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	9/1/18	DENTAL & VISION INSURANCE	08/22/2018	172.00	.00	
01-350-5020 VEHICLE MAINTENANCE	ARLINGTON HEIGHTS FORD IN	837212	VEHICLE MAINTENANCE PART	07/05/2018	46.69	.00	
01-350-5020 VEHICLE MAINTENANCE	ARLINGTON HEIGHTS FORD IN	841084	VEHICLE MAINTENANCE PART	08/16/2018	21.44	.00	
01-350-5020 VEHICLE MAINTENANCE	HOME DEPOT CREDIT SERVIC	1616462	VEHICLE PARTS	07/16/2018	50.88	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA-HEIGHTS AUTOMOTIVE	3563-110081	VEHICLE MAINTENANCE SUPP	07/13/2018	146.74	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA-HEIGHTS AUTOMOTIVE	3563-118559	VEHICLE MAINTENANCE SUPP	08/13/2018	19.92	.00	
01-350-5020 VEHICLE MAINTENANCE	TERRACE SUPPLY CO	70409366	WELDING SUPPLIES	07/25/2018	89.50	.00	
01-350-5031 SIGNAL MAINTENANCE	IL DEPT OF TRANSPORTATION	54666	IDOT TRAFFIC SIGNAL MAINT.	08/02/2018	2,343.90	.00	
01-350-5103 PROF SERVICES - FORE	TRUGREEN PROCESSING CEN	89434859	LAWN SERVICE	08/11/2018	92.25	.00	
01-350-5104 PROF SERVICES - BUILD	MT. PROSPECT PUBLIC WORK	07/18/18	CROSS CONNECTION CONTRO	07/18/2018	30.00	.00	
01-350-5104 PROF SERVICES - BUILD	MT. PROSPECT PUBLIC WORK	27524	CROSS CONNECTION CONTRO	07/18/2018	20.00	.00	
01-350-5104 PROF SERVICES - BUILD	OPP FRANCHISING INC. DBA J	CHC08180733	CLEANING SERVICES	08/01/2018	1,164.83	.00	
01-350-5104 PROF SERVICES - BUILD	TRUGREEN PROCESSING CEN	88458930	LAWN SERVICE	07/27/2018	41.00	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	0811307767	PW UNIFORMS	07/27/2018	98.70	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	0811309520	PW UNIFORMS	08/03/2018	99.20	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	0811311276	PW UNIFORMS	08/10/2018	98.70	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	0811313033	PW UNIFORMS	08/17/2018	98.70	.00	
01-350-5104 PROF SERVICES - BUILD	ZONATHERM PRODUCTS INC	41083	OIL FILTERS FOR CITY HALL	08/14/2018	114.36	.00	
01-350-5410 UTILITIES	VERIZON WIRELESS	9811895617	MONTHLY SERVICE	08/01/2018	279.00	.00	
01-350-5411 WATER AND ELECTRIC	CONSTELLATION NEWENERGY	12638101001	8285853	07/24/2018	907.07	.00	
01-350-5411 WATER AND ELECTRIC	CONSTELLATION NEWENERGY	12638136601	8285851	07/24/2018	202.10	.00	
01-350-5411 WATER AND ELECTRIC	CONSTELLATION NEWENERGY	12734078001	8285854	08/13/2018	148.59	.00	
01-350-5411 WATER AND ELECTRIC	CONSTELLATION NEWENERGY	12768413101	8285850	08/10/2018	40.11	.00	
01-350-5530 WORKERS COMPENSATI	ILLINOIS PUBLIC RISK FUND	50198	OCTOBER 2018	08/13/2018	1,327.60	.00	
01-350-5610 EQUIPMENT MAINTENA	LEROY'S LAWN EQUIPMENT IN	18811	LAWN MOWER PARTS	07/09/2018	141.70	.00	
01-350-5634 STONE & CONCRETE	ORANGE CRUSH LLC	57366	STR PATCH MATERIALS	07/23/2018	1,594.88	.00	
01-350-5635 STORM SEWER & PIPE	HOME DEPOT CREDIT SERVIC	4011888	MANHOLE PATCH	07/23/2018	25.40	.00	
01-350-5650 LANDSCAPE SUPPLIES	HOME DEPOT CREDIT SERVIC	3072779	LANDSCAPING SUPPLIES	07/24/2018	65.86	.00	
01-350-5650 LANDSCAPE SUPPLIES	HOME DEPOT CREDIT SERVIC	4080019	LANDSCAPING SUPPLIES	07/13/2018	98.13	.00	
01-350-5710 OPERATING SUPPLIES	GRAINGER INC.	9876560864	PW OPERATING SUPPLIES	08/15/2018	48.60	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-350-5710 OPERATING SUPPLIES	HOME DEPOT CREDIT SERVIC	4080026	BUILDING SUPPLIES	07/13/2018	23.26	.00	
01-350-5710 OPERATING SUPPLIES	HOME DEPOT CREDIT SERVIC	5084548	PW SUPPLIES	07/02/2018	25.09	.00	
01-350-5710 OPERATING SUPPLIES	HOME DEPOT CREDIT SERVIC	8605424	BUILDING SUPPLIES	06/29/2018	35.68	.00	
01-350-5710 OPERATING SUPPLIES	HOME DEPOT CREDIT SERVIC	8605425	BUILDING SUPPLIES	06/29/2018	3.42	.00	
01-350-5710 OPERATING SUPPLIES	LAPORT INC	218560	OPERATING SUPPLIES	07/25/2018	2,113.07	.00	
01-350-5710 OPERATING SUPPLIES	LAPORT INC	218714	OPERATING SUPPLIES	07/25/2018	134.60	.00	
01-350-5710 OPERATING SUPPLIES	NAPA-HEIGHTS AUTOMOTIVE	3563113493	VEHICLE MAINTENANCE SUPP	07/25/2018	9.98	.00	
01-350-5721 SIGNS	NAC SUPPLY INC	42251	ROAD STRIPE PAINT & ROAD B	07/30/2018	340.90	.00	
01-350-5721 SIGNS	TRAFFIC CONTROL & PROTEC	93554	BARRICADES	08/16/2018	1,668.25	.00	
01-350-5751 GASOLINE	CONSERV FS INC.	102009498	GASOLINE	07/12/2018	3,031.49	.00	
01-350-5751 GASOLINE	CONSERV FS INC.	102009652	DIESEL FUEL	07/25/2018	1,537.33	.00	
01-350-5751 GASOLINE	CONSERV FS INC.	102009653	GASOLINE	07/25/2018	2,615.17	.00	
01-350-5751 GASOLINE	CONSERV FS INC.	102009894	GASOLINE	08/14/2018	3,685.80	.00	
01-350-5751 GASOLINE	CONSERV FS INC.	65058546	CONSERV SHIPPING	07/19/2018	935.00	.00	
01-350-7023 SAFETY EQUIPMENT	EL-COR INDUSTRIES INC	103837	SAFETY TAPE	07/18/2018	39.16	.00	
01-350-7023 SAFETY EQUIPMENT	HOME DEPOT CREDIT SERVIC	1616461	SAFETY GEAR	07/16/2018	36.66	.00	
Total PUBLIC WORKS:					27,892.71	.00	
PUBLIC SAFETY							
01-360-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	06/01/18	JUNE MEDICAL INSURANCE	06/01/2018	31,055.00	.00	
01-360-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	9/1/18	DENTAL & VISION INSURANCE	08/22/2018	2,782.00	.00	
01-360-5100 PROFESSIONAL SERVIC	CROWN TROPHY	10992	PD RECOGNITION	07/09/2018	75.00	.00	
01-360-5100 PROFESSIONAL SERVIC	CROWN TROPHY	10993	PD RECOGNITION	07/09/2018	50.00	.00	
01-360-5100 PROFESSIONAL SERVIC	LEXISNEXIS RISK SOLUTIONS	1290571-2018	MONTHLY ACTIVITY	07/31/2018	185.47	.00	
01-360-5100 PROFESSIONAL SERVIC	T.O.P.S. IN DOG TRAINING COR	20068	K-9 TRAINING	08/01/2018	300.00	.00	
01-360-5101 PROFESSIONAL FEES -	OMNI YOUTH SERVICES INC.	02COPH18	VOCA GRANT EXPENSE - JULY	08/01/2018	6,673.67	.00	
01-360-5310 MEMBERSHIPS	IL LAW ENFORCEMENT ALARM	DUES7891	MEMBERSHIP DUES	07/01/2018	120.00	.00	
01-360-5321 AUTO EXPENSE	BP CAR WASH	2401	CAR WASH	08/01/2018	108.50	.00	
01-360-5321 AUTO EXPENSE	ILLINOIS SECRETARY OF STAT	08/13/18	LICENSE PLATE RENEWAL	08/13/2018	101.00	.00	
01-360-5321 AUTO EXPENSE	RACEWAY CAR WASH	111	PD SQUAD EXPENSE	08/09/2018	176.95	.00	
01-360-5330 TRAINING	ALAN THIBEAULT	06/25/18	PD TRAINING	06/25/2018	150.00	.00	
01-360-5330 TRAINING	NORTH EAST MULTI-REGIONAL	239761	PD TRAINING	07/30/2018	300.00	.00	
01-360-5330 TRAINING	NORTH EAST MULTI-REGIONAL	240200	PD TRAINING	08/07/2018	35.00	.00	
01-360-5330 TRAINING	NORTH EAST MULTI-REGIONAL	240252	PD TRAINING	08/10/2018	125.00	.00	
01-360-5410 UTILITIES	VERIZON WIRELESS	9811895617	MONTHLY SERVICE	08/01/2018	453.93	.00	
01-360-5530 WORKERS COMPENSATI	ILLINOIS PUBLIC RISK FUND	50198	OCTOBER 2018	08/13/2018	8,995.75	.00	
01-360-5610 EQUIPMENT MAINTENA	ANDERSON LOCK COMPANY L	0983369	STANDARD CUT KEY	08/16/2018	19.95	.00	
01-360-5610 EQUIPMENT MAINTENA	SUBURBAN ACCENTS INC.	26927	GRAPHICS & LETTERING	08/07/2018	300.00	.00	
01-360-5610 EQUIPMENT MAINTENA	VERIZON WIRELESS	9812563547	PD CELL PHONES	08/10/2018	570.15	.00	
01-360-5700 OFFICE SUPPLIES	OFFICE DEPOT INC.	9877411	PD SUPPLIES	07/31/2018	462.53	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-360-5741 CLOTHING	JG UNIFORMS INC	39828	PD UNIFORMS	07/27/2018	45.85	.00	
01-360-5741 CLOTHING	JG UNIFORMS INC	40258	PD UNIFORMS	08/07/2018	162.00	.00	
01-360-5741 CLOTHING	JG UNIFORMS INC	40312	PD UNIFORMS	08/08/2018	28.95	.00	
01-360-5741 CLOTHING	JG UNIFORMS INC	40408	PD UNIFORMS	08/08/2018	218.06	.00	
01-360-5741 CLOTHING	JG UNIFORMS INC	40409	PD UNIFORMS	08/08/2018	805.00	.00	
01-360-5741 CLOTHING	JG UNIFORMS INC	40410	PD UNIFORMS	08/08/2018	248.06	.00	
01-360-5741 CLOTHING	JG UNIFORMS INC	40411	PD UNIFORMS	08/08/2018	20.00	.00	
01-360-5741 CLOTHING	JG UNIFORMS INC	40412	PD UNIFORMS	08/08/2018	197.00	.00	
01-360-5741 CLOTHING	RAY O'HERRON CO INC	1842736-IN	PD UNIFORMS	08/16/2018	369.88	.00	
01-360-5741 CLOTHING	RAY O'HERRON CO INC	1843408-IN	PD CLOTHING	08/20/2018	27.93	.00	
01-360-5741 CLOTHING	RAY O'HERRON CO INC	1843409-IN	PD CLOTHING	08/20/2018	49.95	.00	
Total PUBLIC SAFETY:					55,212.58	.00	
REIMBURSABLE EXP							
01-370-4101 RETIREE HEALTH INSUR	NORTH SUBURBAN EMPLOYEE	06/01/18	JUNE MEDICAL INSURANCE	06/01/2018	2,936.00	.00	
01-370-4101 RETIREE HEALTH INSUR	NORTH SUBURBAN EMPLOYEE	9/1/18	DENTAL & VISION INSURANCE	08/22/2018	648.00	.00	
Total REIMBURSABLE EXP:					3,584.00	.00	
Total GENERAL FUND:					152,663.64	.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	08/9/18	IRIGATION SYSTEM	08/09/2018	33.83	.00	
13-300-5108 BEAUTIFICATION	COM ED	8-9-18	IRIGATION SYSTEM	08/09/2018	40.91	.00	
13-300-5108 BEAUTIFICATION	ILLINOIS-AMERICAN WATER C	08/03/18	1025-220011635309	08/03/2018	232.63	.00	
13-300-5108 BEAUTIFICATION	ILLINOIS-AMERICAN WATER C	8/2/18	1025-220011635316	08/02/2018	489.43	.00	
13-300-5108 BEAUTIFICATION	LANDSCAPE CONCEPTS MANA	147990	LANDSCAPE MAINTENANCE	08/01/2018	508.92	.00	
Total EXPENSES:					1,305.72	.00	
Total TOURISM DISTRICT:					1,305.72	.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	24795	PD HARDWARE	08/06/2018	1,196.10	.00	
16-500-7020 EQUIPMENT - CAPITAL	DEKIND COMPUTER CONSULT	24814	PD HARDWARE	08/13/2018	1,196.10	.00	
16-500-7020 EQUIPMENT - CAPITAL	DEKIND COMPUTER CONSULT	24815	PD HARDWARE	08/13/2018	177.10	.00	
16-500-7020 EQUIPMENT - CAPITAL	DEKIND COMPUTER CONSULT	24864	PD Computer Equipment	08/20/2018	1,196.10	.00	
Total CAPITAL OUTLAY GENERAL:					3,765.40	.00	
Total DEA SEIZURE FUND:					3,765.40	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SOLID WASTE DISPOSAL FUND							
EXPENSES							
17-300-5420 SWANCC CHARGES	SOLID WASTE AGENCY	08/13/18	RECYCLING EVENT	08/13/2018	500.00	.00	
17-300-5420 SWANCC CHARGES	SOLID WASTE AGENCY	5995	O&M COSTS	08/22/2018	27,090.86	.00	
Total EXPENSES:					27,590.86	.00	
Total SOLID WASTE DISPOSAL FUND:					27,590.86	.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	12768389501	8285852	08/13/2018	50.81	.00	
25-300-5050 SYSTEM MAINTENANCE	CONSTELLATION NEWENERGY	12768410701	8285847	08/10/2018	34.30	.00	
25-300-5050 SYSTEM MAINTENANCE	CONSTELLATION NEWENERGY	12768417701	8285849	08/10/2018	99.63	.00	
Total EXPENSES:					184.74	.00	
Total SSA #5:					184.74	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
CAPITAL IMPROVEMENTS							
30-550-7048 STREETS - TOURISM - A	GEWALT HAMILTON ASSOCIAT	07/22/18	ENGINEERING SERVICES	07/22/2018	3,375.00	.00	
30-550-7049 STREETS - TOURISM - W	GEWALT HAMILTON ASSOCIAT	07/22/18	ENGINEERING SERVICES	07/22/2018	7,296.25	.00	
30-550-7050 STREET RESURFACING	GEWALT HAMILTON ASSOCIAT	07/22/18	ENGINEERING SERVICES	07/22/2018	11,558.00	.00	
30-550-7063 DRAINAGE IMPROVEME	GEWALT HAMILTON ASSOCIAT	07/22/18	ENGINEERING SERVICES	07/22/2018	1,771.00	.00	
Total :					24,000.25	.00	
Total CAPITAL IMPROVEMENTS:					24,000.25	.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	9/1/18	DENTAL & VISION INSURANCE	08/22/2018	61.50	.00	
51-300-5050 SYSTEM MAINTENANCE	HACH COMPANY	11062225	WATER QUALITY TESTING UNI	07/25/2018	196.47	.00	
51-300-5050 SYSTEM MAINTENANCE	HOME DEPOT CREDIT SERVIC	8072347	LANDSCAPE REPAIR	07/19/2018	60.40	.00	
51-300-5100 PROFESSIONAL SERVIC	M.E. SIMPSON CO INC	32042	LEAK SURVEY	07/31/2018	395.00	.00	
51-300-5100 PROFESSIONAL SERVIC	PDC LABORATORIES INC	I9318217	WATER TESTING	04/17/2018	58.00	.00	
51-300-5100 PROFESSIONAL SERVIC	PDC LABORATORIES INC	I9320359	WATER TESTING	05/03/2018	44.00	.00	
51-300-5100 PROFESSIONAL SERVIC	PDC LABORATORIES INC	I9327669	WATER TESTING	06/30/2018	73.50	.00	
51-300-5100 PROFESSIONAL SERVIC	PDC LABORATORIES INC	I9331786	WATER TESTING	07/31/2018	73.50	.00	
51-300-5101 AUDIT	LAUTERBACH & AMEN, LLP	29464	ACCOUNTING SERVICES	07/16/2018	2,475.00	.00	
51-300-5410 UTILITIES	COM ED	08/09/18	218 FAIRWAY CT	08/09/2018	33.34	.00	
51-300-5410 UTILITIES	CONSTELLATION NEWENERGY	12713804101	8285845	08/01/2018	1,297.24	.00	
51-300-5410 UTILITIES	NICOR GAS	07/24/18	WTR 70-06-34-0000 9	07/24/2018	28.33	.00	
51-300-5410 UTILITIES	VERIZON WIRELESS	9811895617	MONTHLY SERVICE	08/01/2018	55.80	.00	
51-300-5412 WATER	ILLINOIS-AMERICAN WATER C	08/02/18	1025-210004321674	08/02/2018	23,797.05	.00	
51-300-5412 WATER	VILLAGE OF MOUNT PROSPEC	08/15/18	3288-001	08/15/2018	301.85	.00	
51-300-5430 CREDIT CARD & BANK C	US BANK NA	5068950	SERIES 2010	07/25/2018	550.00	.00	
51-300-5530 WORKERS COMPENSATI	ILLINOIS PUBLIC RISK FUND	50198	OCTOBER 2018	08/13/2018	231.07	.00	
Total EXPENSES:					29,732.05	.00	
Total WATER FUND:					29,732.05	.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	12768341401	8285855	08/10/2018	77.08	.00	
52-300-5410 UTILITIES	CONSTELLATION NEWENERGY	12768396701	8285846	08/10/2018	109.57	.00	
52-300-5410 UTILITIES	CONSTELLATION NEWENERGY	12768412801	8285848	08/10/2018	146.18	.00	
Total EXPENSES:					332.83	.00	
Total PARKING FUND:					332.83	.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	07/22/18	ENGINEERING SERVICES	07/22/2018	172.21	.00	
53-300-5100 PROFESSIONAL SERVIC	S D ENTERPRISES INC	08/13/18	SANITARY SEWER INSPECTIO	08/13/2018	800.00	.00	
53-300-5101 AUDIT	LAUTERBACH & AMEN, LLP	29464	ACCOUNTING SERVICES	07/16/2018	2,475.00	.00	
53-300-5530 WORKER'S COMP INSUR	ILLINOIS PUBLIC RISK FUND	50198	OCTOBER 2018	08/13/2018	57.77	.00	
Total EXPENSES:					3,504.98	.00	
Total SANITARY SEWER FUND:					3,504.98	.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	RIZE PROPERTIES	17-845	ROAD BOND REFUND	08/22/2018	6,338.00	.00	
Total :					6,338.00	.00	
Total ROAD & BUILDING BOND ESCROW:					6,338.00	.00	
Grand Totals:					249,418.47	.00	

GL Account and Title	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND			
Total GENERAL FUND:	152,663.64	.00	
TOURISM DISTRICT			
Total TOURISM DISTRICT:	1,305.72	.00	
DEA SEIZURE FUND			
Total DEA SEIZURE FUND:	3,765.40	.00	
SOLID WASTE DISPOSAL FUND			
Total SOLID WASTE DISPOSAL FUND:	27,590.86	.00	
SSA #5			
Total SSA #5:	184.74	.00	
CAPITAL IMPROVEMENTS			
Total CAPITAL IMPROVEMENTS:	24,000.25	.00	
WATER FUND			
Total WATER FUND:	29,732.05	.00	
PARKING FUND			
Total PARKING FUND:	332.83	.00	
SANITARY SEWER FUND			
Total SANITARY SEWER FUND:	3,504.98	.00	
ROAD & BUILDING BOND ESCROW			
Total ROAD & BUILDING BOND ESCROW:	6,338.00	.00	
Grand Totals:	249,418.47	.00	