**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 WORKSHOP MEETING**
**OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS**
**WILL BE HELD ON MONDAY, DECEMBER 10, 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** - Audience Participation

4. **APPROVAL OF MINUTES**

   **A.** November 26, 2018 City Council Regular Meeting Minutes

   **B.** November 12, 2018 City Council Executive Session Minutes

5. **PRESENTATION**

   **A.** Police Department Awards

   **B.** Commission Reports – Dana Sievertson of the Natural Resources Commission

**C.** Mid-Year Budget Report by Finance Director Mike DuCharme

**D.** Residential and Commercial Solid Waste, Recycling, and Landscape Collection Request for Proposal Discussion and Request for Council Decision

**6. APPOINTMENTS/CONFIRMATIONS AND PROCLAMATIONS**

**A.** Announcement of Resignation of Police Chief Al Steffen, Effective January 1, 2019, and Appointment of Jim Zawlocki as Police Chief, Effective January 1, 2019

**B.** A Proclamation in Honor of the Exceptional Public Service Contributions by Police Chief Al Steffen to the City of Prospect Heights

**7. PUBLIC CONCERNS AND COMMENTS (agenda matters)**

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

**9. DISCUSSION TOPICS FOR WORKSHOP MEETING:**

**A.** Staggered Elections

**B.** Sanitary Sewer Delinquent Payments

**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. O-18-36** An Ordinance for the Levy and Assessment of 2018 Taxes for the Fiscal Year Beginning May 1, 2018 and ending April 30, 2019 in and for the City of Prospect Heights Police Pension Fund (***2nd Reading***)

**B. O-18-37** An Ordinance for the Levy and Assessment of 2018 Taxes for the Fiscal Year Beginning May 1, 2018 and ending April 30, 2019 in and for the City of Prospect Heights Special Service Area Number One (***2nd Reading***)

**C. O-18-38** An Ordinance for the Levy and Assessment of 2018 Taxes for the Fiscal Year Beginning May 1, 2018 and ending April 30, 2019 in and for the City of Prospect Heights Special Service Area Number Two (***2nd Reading***)

**D. O-18-39** An Ordinance for the Levy and Assessment of 2018 Taxes for the Fiscal Year Beginning May 1, 2018 and ending April 30, 2019 in and for the City of Prospect Heights Special Service Area Number Three (***2nd Reading***)

**E. O-18-40** An Ordinance for the Levy and Assessment of 2018 Taxes for the Fiscal Year Beginning May 1, 2018 and ending April 30, 2019 in and for the City of Prospect Heights Special Service Area Number Four (***2nd Reading***)

**F. O-18-41** An Ordinance for the Levy and Assessment of 2018 Taxes for the Fiscal Year Beginning May 1, 2018 and ending April 30, 2019 in and for the City of Prospect Heights Special Service Area Number Five (***2nd Reading***)

**G. O-18-42** An Ordinance for the Levy and Assessment of 2018 Taxes for the Fiscal Year Beginning May 1, 2018 and ending April 30, 2019 in and for the City of Prospect Heights Special Service Area Number Eight (***2nd Reading***)

**H.** Approval of 2019 City Council Meeting Calendar

## 11. OLD BUSINESS

**A. O-18-35** Staff Memo and Ordinance Approving a Special Use Permit for an Automobile Storage Facility at 1326 N. Rand Rd. in the City's B-3 Commercial, Wholesale and General Services District (***2nd Reading***) ***Tabled from November 26th Workshop Meeting***

## 12. NEW BUSINESS

**A. Requested Wavier of 1st Reading O-18-44** Staff Memo and Ordinance Approving a Special Use Permit to Allow an Automobile Laundry and Car Wash Facility at 1320 N. Rand Rd, Arlington Heights, IL

**B. O-18-44** Staff Memo and Ordinance Approving a Special Use Permit to Allow an Automobile Laundry and Car Wash Facility at 1320 N. Rand Rd, Arlington Heights, IL

**C. Requested Wavier of 1st Reading O-18-43** A Staff Memo and Ordinance Approving a Special Use Permit to Allow a Sit Down Restaurant at 1 E. Camp McDonald Road (***1st Reading***)

**D. O-18-43** A Staff Memo and Ordinance Approving a Special Use Permit to Allow a Sit Down Restaurant at 1 E. Camp McDonald Road (***2nd Reading***)

**E. R-18-46** Staff Memo and Resolution Authorizing an Agreement for Financial Services with Lauterbach and Amen

**F. R-18-47** Staff Memo and Resolution Authorizing the City Administrator to Enter into an Agreement with FlexSource, LLC to Manage the City's Health Reimbursement Account 105 Plan for Union Police Sergeants and Officers

**G. R-18-48** Staff Memo and Resolution Approving Bid and Contract with Midwest Salt, LLC for Purchase and Delivery of Salt for the 2018-2019 Season at a Cost Not to Exceed $81,835.94

**H. R-18-49** Staff Memo and Resolution Approving a Proposal for Professional Services for Phase I Engineering of the Wolf Road Sidewalk with Gewalt Hamilton Associates, Inc. for a Cost Not to Exceed $92,104.00

**I. R-18-50** Resolution Adopting City of Prospect Heights Qualifications-Based Selection Written Policy and Procedure in Compliance with State of Illinois Local Government Professional Services Selection Act, 50 ILCS 510

**J. R-18-51** Authorizing the Execution of Contracts to Accept the Donation of Real Property Located on Plaza Drive

**K.** Staff Memo for Request for Discussion/Direction Regarding Lexington Homes Request for Lake Water Service from Village of Wheeling

## 13. APPROVAL OF WARRANTS

**A.** Approval of Expenditures

| | |
|---|---|
| General Fund | $464,558.91 |
| Motor Fuel Tax Fund | $0.00 |
| Palatine/Milwaukee Tax Increment Financing District | $0.00 |
| Tourism District | $62,764.75 |
| Development Fund | $0.00 |
| Drug Enforcement Agency Fund | $0.00 |
| Solid Waste Fund | $27,484.34 |
| 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 | $892.17 |
| Special Service Area #8 – Levee Wall #37 | $1,400.90 |
| Special Service Area-Constr #6 (Water Main) | $0.00 |
| Special Service Area- Debt #6 | $0.00 |
| Capital Improvements | $68,470.81 |
| Palatine Road Tax Increment Financing | $3,917.00 |

| | |
|---|---|
| Road Construction | $0.00 |
| Road Construction Debt | $0.00 |
| Water Fund | $30,529.91 |
| Parking Fund | $847.71 |
| Sanitary Sewer Fund | $8,349.53 |
| Road/Building Bond Escrow | $1,630.00 |
| **TOTAL** | **$670,846.03** |
| **Wire Payments** | |
| **11/23/2018 PAYROLL POSTING** | **$136,881.51** |
| **12/7/2018 PAYROLL POSTING** | **$152,309.71** |
| **TOTAL WARRANT** | **$960,037.25** |

**14. PUBLIC COMMENTS** (Non-agenda matters)

**15. EXECUTIVE SESSION**

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

**17. ADJOURNMENT**

Posted: by Karen Schultheis by 12:00PM, December 7th, 2018

The City of Prospect Heights

December 5, 2018

To: City Administrator Joe Wade

From: Deputy Chief Zawlocki

Subject: Presentation of Awards 12-10-18

Joe,

On Monday, 12-10-18 the police department will present awards to officers and civilians for their community service, the officer of the year and a retirement proclamation.

Here's the list of presentations:

**Community Service Awards:**

Community Outreach Program, Torch Run, Cop On a Rooftop, Plane Pull, Thanksgiving Food Drive, Movember Cancer Collection, National Night Out, Community Day, Coffee with a Cop.

Sergeants: Stone, Caponigro

Corporals: Pufundt, Lange, Smith

Officers: Derman,Willis,Thibeault,Coglianese,Simpson,Oconnor,Garza,Weber,Deol,Zitkus,Savas

Records: Bolger, Mendez, Martinez

Part Time Desk: Furlan, Pawlus, Sigsworth

City Hall: Batten

**Officer Of The Year:** Corporal Mark Pufundt

The City of
Prospect Heights
8 N. Elmhurst Road, Prospect Heights, IL 60070
Phone: 847-398-6070
Fax: 847-392-4244

5C

December 3,2018

To: Joe Wade , City Administrator

From : Michael DuCharme , Director of Finance

Subject : Six month Budget Review

Background:

Midway through the fiscal year, I wanted to provide the City Council with an update of how the actual revenues and expenses were tracking with the budget that was approved last April. You may recall that we had conversations during the budget meetings and one of our goals was to prepare a budget that would hopefully mirror what we expected to receive in revenue and expenses. I was hopeful that we could eliminate the numerous budget amendments that had been discussed and approved in previous fiscal years.

Analysis:

After review of the actual revenue and expense report as of October 31,2018 I am happy to report that most line items are well within the range we projected midway through the budget year. There are a few line items both revenue and expense that I wanted to bring to your attention to show where I expect to see variances at year-end. When all of the variances are taken into account the net difference is a positive one in relation to the bottom line of the City of Prospect Heights. Attached for your review is a schedule showing the positive and negative variances by fund that I expect to see at year-end based on our actual collections and expenses six months in to the fiscal year.

I will be present at the workshop meeting on December 10th and I will be happy to discuss and answer any questions you may have related to the six month budget review provided.

Action Required:

At this point in time there is no formal action that is required to be taken. My intent is to make you aware of these items so that down the road you don't look to me and inquire as to why you were not made aware of the situation. I t should also be pointed out that during the remainder of the fiscal year there may be additional line items that warrant discussion and I will continue to bring those to your attention via the monthly financial report.

# 2018/2019 Potential Budget Variances

## General Fund

| Positive Variances | | |
|---|---|---|
| Revenue Source | Amount | Description |
| Income Tax Revenue | $95,000 | Adjustment to LGDF Reduction |
| Interest Income | $60,000 | Increasing Interest Rates |
| Building Permits | $60,000 | Based on actual |
| Use Tax | $20,000 | Adjusted Per Capita Revenue |
| Total | $235,000 | |

| Negative Variances | | |
|---|---|---|
| Expense Source | Amount | Description |
| Legal Fees | $118,000 | Est. expense balance of year |
| Total | $118,000 | |

## Motor Fuel Tax Fund

| Positive Variance | | |
|---|---|---|
| Revenue Source | Amount | Description |
| Interest Income | $17,000 | Increase in Interest Rates |
| Total | $17,000 | |

## Tourism

| Negative Variances | | |
|---|---|---|
| Revenue Source | Amount | Description |
| Interfund transfer to Capital Projects | $300,000 | Transfer to Capital Projects |
| Total | $300,000 | |

## Capital Projects Fund

| Positive Variances | | |
|---|---|---|
| Expense Source | Amount | Description |
| Interfund transfer from Tourism | $300,000 | Funding for Street Project |
| Total | $300,000 | |

December 6, 2018

To: Joe Wade, City Administrator

From: Peter Falcone, Assistant to the Administrator

Subject: Final Residential/Commercial Garbage, Recycling and Landscape Collection Proposals

As requested by the City Council, the three finalists submitted final proposals for the City's residential and commercial garbage, recycling and landscape waste collection services. The three finalists are the current vendor Republic Services, Flood Brothers, and Lake Shore Recycling Services. The final proposals were due by 5:00pm on Monday, December 3rd and all three vendors submitted their final proposals on time. All three proposals were opened and the rates were read aloud with me as a witness. These proceedings were recorded in the Council Chambers and are available for viewing on DVD or via a secure link if requested.

The data to follow are the last best rates of the final three vendors as of December 3, 2018 at 5:00pm. No late rate changes have been submitted.

The next step in the process is for the City Council to decide upon a vendor for residential garbage, recycling, and landscape waste collection and a vendor for commercial garbage and recycling collection.

**Attachment #1** is the final revised breakdown of the proposals of the final three vendors for the collection of residential garbage, recycling, and landscape waste and commercial garbage and recycling collection.

**The current residential rates are as follows:**

| | |
|---|---|
| Total Single Family with Unlimited Yard Waste | $20.02 |
| Back-Door - Waste and Recycling | $34.45 |
| 2x week - Waste and Recycling | $26.32 |
| Total Townhome with Unlimited Yard Waste | $11.98 |
| Total Multi-Family with Unlimited Yard Waste | $9.81 |

**Final Proposed Residential Rate Changes from Current Rates**

| | |
|---|---|
| **Republic** | Single Family collection decreased (-19%)<br>Back-Door - Waste and Recycling (+16)<br>2x week - Waste and Recycling (+23%)<br>Townhome collection increased (+28%)<br>Multi-Family collection decreased (-15%) |
| **Flood Brothers** | Single Family collection decreased (-24%)<br>Back-Door - Waste and Recycling (-25)<br>2x week - Waste and Recycling (-12%)<br>Townhome collection decreased (-25%)<br>Multi-Family collection increased (-18%) |
| **LakeShore** | Single Family collection decreased (-22%)<br>Back-Door - Waste and Recycling (-13)<br>2x week - Waste and Recycling (-1%)<br>Townhome collection decreased (-7%)<br>Multi-Family collection increased (-15%) |

**Total Monthly Costs for all Residential Services for the Final Three Vendors are as Follows:**

**Current Rates** **Total Monthly Cost: $87,411.89**

| | | | |
|---|---|---|---|
| Total Single Family w/ Yard Waste | 2197 | $20.02 | $43,983.94 |
| back-door collection | 8 | $34.45 | $275.60 |
| 2x week collection | 56 | $26.32 | $1,473.92 |
| Total Townhome w/ Yard Waste | 753 | $11.98 | $9,020.94 |
| Total Multi-Family w/ Yard Waste | 3329 | $9.81 | $32,657.49 |
| **Total** | | | **$87,411.89** |

**Republic** **Total Monthly Cost: $76,904.11**

| | | | |
|---|---|---|---|
| Total Single Family w/ Yard Waste | 2197 | $16.15 | $35,481.55 |
| back-door collection | 8 | $40.09 | $320.72 |
| 2x week collection | 56 | $32.37 | $1,812.72 |
| Total Townhome w/ Yard Waste | 753 | $15.35 | $11,558.55 |
| Total Multi-Family w/ Yard Waste | 3329 | $8.33 | $27,730.57 |
| **Total** | | | **$76,904.11** |

**Flood Brothers** **Total Monthly Cost: $68,197.55**

| | | | |
|---|---|---|---|
| Total Single Family w/ Yard Waste | 2197 | $15.15 | $33,284.55 |
| back-door collection | 8 | $25.88 | $207.04 |
| 2x week collection | 56 | $23.16 | $1,296.96 |
| Total Townhome w/ Yard Waste | 753 | $9.00 | $6,777.00 |
| Total Multi-Family w/ Yard Waste | 3329 | $8.00 | $26,632.00 |
| **Total** | | | **$68,197.55** |

**LakeShore** **Total Monthly Cost: $72,033.50**

| | | | |
|---|---|---|---|
| Total Single Family w/ Yard Waste | 2197 | $15.60 | $34,273.20 |
| back-door collection | 8 | $30.00 | $240.00 |
| 2x week collection | 56 | $26.00 | $1,456.00 |
| Total Townhome w/ Yard Waste | 753 | $11.20 | $8,433.60 |
| Total Multi-Family w/ Yard Waste | 3329 | $8.30 | $27,630.70 |
| **Total** | | | **$72,033.50** |

**Annual Residential Price Increases:**

- **Republic countered with a 3.0% annual increase for years 2-3; 4.0% for years 4-7**

| Residential Rate with 3.0% Increase | Current Rate | Year 1 | Year 7 |
|---|---|---|---|
| Total Single Family w/ Yard Waste | $20.02 | $16.15 | $19.28 |
| Back-Door - Waste, Recycling, and Yard Waste | $34.45 | $40.09 | $47.87 |
| 2x week - Waste, Recycling, and Yard Waste | $26.32 | $32.37 | $38.65 |
| Total Townhome w/ Yard Waste | $11.98 | $15.35 | $18.33 |
| Total Multi-Family w/ Yard Waste | $9.81 | $8.33 | $9.95 |
| **Combined Total** | **$102.58** | **$112.29** | **$134.08** |

- **Flood Brothers agreed to the City's annual range increase of 1.5% to 3.5%**

| Residential Rate with 3.0% Increase | Current Rate | Year 1 | Year 7 |
|---|---|---|---|
| Total Single Family w/ Yard Waste | $20.02 | $15.15 | $18.09 |
| Back-Door - Waste, Recycling, and Yard Waste | $34.45 | $25.88 | $30.90 |
| 2x week - Waste, Recycling, and Yard Waste | $26.32 | $23.16 | $27.65 |
| Total Townhome w/ Yard Waste | $11.98 | $9.00 | $10.75 |
| Total Multi-Family w/ Yard Waste | $9.81 | $8.00 | $9.55 |
| **Combined Total** | **$102.58** | **$81.19** | **$96.95** |

- **LakeShore countered with an annual range increase of 2% to 3.5%**

| Residential Rate with 3.0% Increase | Current Rate | Year 1 | Year 7 |
|---|---|---|---|
| Total Single Family w/ Yard Waste | $20.02 | $15.60 | $18.63 |
| Back-Door - Waste, Recycling, and Yard Waste | $34.45 | $30.00 | $35.82 |
| 2x week - Waste, Recycling, and Yard Waste | $26.32 | $26.00 | $31.05 |
| Total Townhome w/ Yard Waste | $11.98 | $11.20 | $13.37 |
| Total Multi-Family w/ Yard Waste | $9.81 | $8.30 | $9.91 |
| **Combined Total** | **$102.58** | **$91.10** | **$108.78** |

**The Current Commercial Rates are as Follows:**

| | |
|---|---|
| 95 gal Toter | $43.53 |
| 1 Yard Dumpster | $80.67 |
| 2 Yard Dumpster | $98.76 |
| 3 Yard Dumpster | $121.08 |
| 4 Yard Dumpster | $143.40 |
| 6 Yard Dumpster | $188.06 |
| 8 Yard Dumpster | $230.59 |

**Final Proposed Commercial Rate Changes from Current Rates**

| | |
|---|---|
| **Republic** | 95 gal Toter (-16%)<br>1 Yard Dumpster (-6%)<br>2 Yard Dumpster (-19%)<br>3 Yard Dumpster (+2%)<br>4 Yard Dumpster (-1%)<br>6 Yard Dumpster (0%)<br>8 Yard Dumpster (+1%) |
| **Flood Brothers** | 95 gal Toter (-20%)<br>1 Yard Dumpster (-28%)<br>2 Yard Dumpster (-25%)<br>3 Yard Dumpster (-30%)<br>4 Yard Dumpster (-34%)<br>6 Yard Dumpster (-37%)<br>8 Yard Dumpster (-39%) |
| **LakeShore** | 95 gal Toter (-31%)<br>1 Yard Dumpster (-32%)<br>2 Yard Dumpster (-29%)<br>3 Yard Dumpster (-26%)<br>4 Yard Dumpster (-23%)<br>6 Yard Dumpster (-20%)<br>8 Yard Dumpster (-20%) |

**Total Monthly Costs for all Commercial Services for the Final Three Vendors are as Follows:**

**Current Rates** **Total Monthly Cost: $11,527.81**

| | | | |
|---|---|---|---|
| 95 gal Toter | 15 | $43.53 | $652.95 |
| 1 Yard Dumpster | 8 | $80.67 | $645.36 |
| 2 Yard Dumpster | 55 | $98.76 | $5,431.80 |
| 3 Yard Dumpster | 5 | $121.08 | $605.40 |
| 4 Yard Dumpster | 11 | $143.40 | $1,577.40 |
| 6 Yard Dumpster | 9 | $188.06 | $1,692.54 |
| 8 Yard Dumpster | 4 | $230.59 | $922.36 |
| **Total** | | | **$11,527.81** |

**Republic** **Total Monthly Cost: $10,371.62**

| | | | |
|---|---|---|---|
| 95 gal Toter | 15 | $36.58 | $548.70 |
| 1 Yard Dumpster | 8 | $76.07 | $608.56 |
| 2 Yard Dumpster | 55 | $80.15 | $4,408.25 |
| 3 Yard Dumpster | 5 | $123.00 | $615.00 |
| 4 Yard Dumpster | 11 | $142.14 | $1,563.54 |
| 6 Yard Dumpster | 9 | $188.01 | $1,692.09 |
| 8 Yard Dumpster | 4 | $233.87 | $935.48 |
| **Total** | | | **$10,371.62** |

**Flood Brothers** **Total Monthly Cost: $8,162.61**

| | | | |
|---|---|---|---|
| 95 gal Toter | 15 | $34.82 | $522.30 |
| 1 Yard Dumpster | 8 | $58.14 | $465.12 |
| 2 Yard Dumpster | 55 | $74.07 | $4,073.85 |
| 3 Yard Dumpster | 5 | $84.38 | $421.90 |
| 4 Yard Dumpster | 11 | $94.69 | $1,041.59 |
| 6 Yard Dumpster | 9 | $119.05 | $1,071.45 |
| 8 Yard Dumpster | 4 | $141.60 | $566.40 |
| **Total** | | | **$8,162.61** |

**LakeShore** **Total Monthly Cost: $8,490.00**

| | | | |
|---|---|---|---|
| 95 gal Toter | 15 | $30.00 | $450.00 |
| 1 Yard Dumpster | 8 | $55.00 | $440.00 |
| 2 Yard Dumpster | 55 | $70.00 | $3,850.00 |
| 3 Yard Dumpster | 5 | $90.00 | $450.00 |
| 4 Yard Dumpster | 11 | $110.00 | $1,210.00 |
| 6 Yard Dumpster | 9 | $150.00 | $1,350.00 |
| 8 Yard Dumpster | 4 | $185.00 | $740.00 |
| **Total** | | | **$8,490.00** |

# A PROCLAMATION IN HONOR OF THE EXCEPTIONAL PUBLIC SERVICE CONTRIBUTIONS BY CHIEF ALAN "AL" STEFFEN TO THE CITY OF PROSPECT HEIGHTS

**WHEREAS,** the men and women who devote their time and energy as Professional Law Enforcement Officers have assumed the responsibilities essential for the safety of their fellow citizens; and

**WHEREAS, Al Steffen** was one of the seventeen (17) original police officers of the Prospect Heights Police Department after its establishment in 1990, after serving previously with the United States Army; and

**WHEREAS, Al Steffen,** is a hard working dedicated law enforcement professional who served the department and community in the roles of Patrol Officer, Juvenile Officer, Detective, Sergeant, Commander, Deputy Chief and Chief during his tenure with the Prospect Heights Police Department; and

**WHEREAS, Al Steffen,** served proudly with Major Case Assistance Team (MCAT) Violent Crimes Task Force as an investigator and later as Chairman of the Board of Directors and while representing the Prospect Heights Police Department dutifully and with distinction; and

**WHEREAS, Al Steffen** successfully completed The F.B.I. National Training Academy and The School of Police Staff and Command at Northwestern University's Traffic Institute; and

**WHEREAS, Al Steffen** has been recognized with numerous awards and commendations for his exemplary professional performance including, Cook County Sheriffs Law Enforcement Merit Award, fourteen Departmental Commendations, seven honorable mentions and many letters of appreciation from residents, organizations and neighboring departments; and

**WHEREAS, Al Steffen,** has served the citizens of Prospect Heights and is retiring from his position as Chief of Police, bringing to a close a career with the Prospect Heights Police Department that has spanned over 28 years, the City of Prospect Heights wishes to honor Al Steffen for his exceptional leadership and for his contributions to the community and thank him for his dedication to the City of Prospect Heights.

**NOW, THEREFORE, BE IT RESOLVED, THAT I**, Nicholas J. Helmer, Mayor of the City of Prospect Heights, Illinois, take great pride and pleasure in drawing special public attention to **Chief Al Steffen**, for his record of service and concern for the protection of life and property in the City of Prospect Heights, and extends to him sincere best wishes for continued success in all future endeavors.

**DATED,** this 10th day of December, 2018.

_____

Nicholas J. Helmer, Mayor

December 5, 2018

To: Joe Wade, City Administrator

From: Cheri Graefen, Assistant Finance Director

Subject: Past Due Sewer Billing

In mid-November, the City sent out past due notices to all residents with a water/sewer balance that was over $100 and over 90 days past due. Shown below are the results of this collection effort:

| Date | # of past due accounts | Amount over 90 days |
|---|---|---|
| 10.31.18 | 201 | $58,398 |
| 12.4.18 | 157 | $45,048 |

As you can see, the City has collected $13,350 or 23% of the amounts over 90 days within the past three weeks since notices were sent. Finance staff plans to send past due notices on a regular basis going forward and are considering additional steps in the collection process.

**ORDINANCE NO. O-18-36**

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF 2018 TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2018 AND ENDING APRIL 30, 2019 IN AND FOR THE CITY OF PROSPECT HEIGHTS POLICE PENSION FUND**

**BE IT ORDAINED** by the City Council of the City of Prospect Heights, Cook County, Illinois as follows:

**Section 1. Findings.**
The City of Prospect Heights Police Pension Fund has been created by Ordinance No. 0-90-34 entitled:

**"AN ORDINANCE RELATING TO THE POLICE PENSION FUND FOR THE CITY OF PROSPECT HEIGHTS, ILLINOIS"**

adopted August 20, 1990. Said Ordinance provides that the City Council shall annually levy a tax upon all the taxable property of the City at the rate on the dollar of all such taxable property which will produce an amount which, when added to the deductions from the salaries of wages of police officers, and revenues available from all other sources as hereinafter referred to, will equal a sufficient sum to meet the annual requirements of the Police Pension Fund. The annual requirements to be provided by such tax levy are equal to (1) the normal cost of the pension fund for the year involved, plus (2) the amount necessary to amortize the fund unfunded accrued liabilities pursuant to State statute.

**Section 2. Levy.**
A tax for the sum of Three Hundred Sixty-Eight Thousand Two Hundred Thirteen Dollars ($368,213) be and the same is hereby levied for the purposes specified in Ordinance No. 0-90-34 against all taxable property in the City of Prospect Heights for the fiscal year commencing on the 1st day of May, 2018 and ending on the 30th day of April, 2019.

**Section 3. Authority.**
This tax is levied pursuant to Chapter 108-1/2, Illinois Compiled Statutes, Sec. 3-125 and pursuant to Ordinance 0-90-34, "An Ordinance Relating to the Police Pension Fund for the City of Prospect Heights, Illinois."

**Section 4. Filing.**
There is hereby certified to the County Clerk of Cook County, Illinois the sum aforesaid, constituting the total amount the said City of Prospect Heights Police Pension Fund requires to be raised for the current fiscal year, and the City Clerk is hereby directed to file with the County Clerk of Cook County on or before the time required by law, a certified copy of this ordinance.

**Section 5.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED and APPROVED this 10th of December 2018

ATTEST:

_____ _____

CITY CLERK MAYOR

AYES:

NAYS:

ABSENT:

Ordinance No. O-18-36
Published in pamphlet form: December 10th, 2018
Effective date: December 10th, 2018

**ORDINANCE NO. O-18-37**

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF 2018 TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2018 AND ENDING APRIL 30, 2019 IN AND FOR THE CITY OF PROSPECT HEIGHTS**
**SPECIAL SERVICE AREA NUMBER ONE**

**WHEREAS,** City of Prospect Heights Special Service Area Number One has been created by Ordinance 0-79-30 entitled, "**AN ORDINANCE ESTABLISHING CITY OF PROSPECT HEIGHTS SPECIAL SERVICE AREA NUMBER ONE FOR THE PURPOSE OF PROVIDING FOR THE COLLECTION AND DISPOSAL OF SEWAGE IN THE AREA OF THE CITY FORMERLY SERVED BY THE PROSPECT HEIGHTS SANITARY DISTRICT"**, as amended; and

**WHEREAS,** Ordinance No. 0-79-30, as amended, authorizes an annual rate of the annual tax levy of thirty-five one-hundredths of one percent (.35%) of the assessed value, as equalized, of the property in said special service area; and

**WHEREAS,** said Special Service Area Number One consists of the territory described in the ordinances aforesaid; and

**WHEREAS**, the City of Prospect Heights is authorized to levy taxes for special services in said Special Service Area.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Prospect Heights, Cook County, Illinois, as follows:

**Section 1**. The facts and statements contained in the preamble to this Ordinance are hereby found to be true and correct and are hereby incorporated as part of this Ordinance.

**Section 2.** The total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number One is ascertained to be the sum of Zero Dollars ($0.00).

**Section 3.** The sum of Zero Dollars ($0.00) be and the same hereby is levied upon the taxable property (as defined in the Revenue act of 1939) in City of Prospect Heights Special Service Area Number One, said tax to be levied for the fiscal year beginning May 1, 2018 and ending April 30, 2019 for the purpose of providing additional revenues for maintaining and installing necessary and required improvements to the sewer system.

**Section 4.** This tax is levied pursuant to Article VII, Section 7 of the Constitution of the State of Illinois and Section 1301, et.seq. of Chapter 120 of the Illinois Compiled Statutes, as amended, and pursuant to An Ordinance Establishing City of Prospect Heights Special Service Area Number One, as amended.

**Section 5.** There is hereby certified to the County Clerk of Cook County, Illinois, the sum aforesaid, constituting said total amount of Zero Dollars ($0.00), which said total amount the said City of Prospect Heights Special Service Area Number One requires to be raised by taxation for the current fiscal year of said City, and the City Clerk of said City is hereby ordered and directed to file with the County Clerk of said County on or before the time required by law a certified copy of this Ordinance.

**Section 6.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED and APPROVED this 10th of December 2018.

ATTEST:

_____ _____

CITY CLERK MAYOR

AYES:

NAYS:

ABSENT:

Ordinance No. O-18-37
Published in pamphlet form: December 10th, 2018
Effective date: December 10th, 2018

**ORDINANCE NO. O-18-38**

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF 2018 TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2018 AND ENDING APRIL 30, 2019 IN AND FOR THE CITY OF PROSPECT HEIGHTS**
**SPECIAL SERVICE AREA NUMBER TWO**

**WHEREAS,** City of Prospect Heights Special Service Area Number Two has been created by Ordinance 0-79-32 entitled, "**AN ORDINANCE ESTABLISHING CITY OF PROSPECT HEIGHTS SPECIAL SERVICE AREA NUMBER TWO FOR THE PURPOSE OF PROVIDING FOR THE COLLECTION AND DISPOSAL OF SEWAGE IN THE AREA OF THE CITY FORMERLY SERVED BY THE WOLF MANDEL SANITARY DISTRICT"**, as amended; and

**WHEREAS,** Ordinance No. 0-79-32, as amended, authorizes an annual rate of the annual tax levy ninety-three one-hundredths of one percent (.93%) of the assessed value, as equalized, of the property in said special service area; and

**WHEREAS,** said Special Service Area Number Two consists of the territory described in the ordinances aforesaid; and

**WHEREAS**, the City of Prospect Heights is authorized to levy taxes for special services in said Special Service Area.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Prospect Heights, Cook County, Illinois, as follows:

**Section 1**. The facts and statements contained in the preamble to this Ordinance are hereby found to be true and correct and are hereby incorporated as part of this Ordinance.

**Section 2.** The total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number Two is ascertained to be the sum of Zero Dollars ($0.00).

**Section 3.** The sum of Zero Dollars ($0.00) be and the same hereby is levied upon the taxable property (as defined in the Revenue act of 1939) in City of Prospect Heights Special Service Area Number Two, said tax to be levied for the fiscal year beginning May 1, 2018 and ending April 30, 2019 for the purpose of providing additional revenues for maintaining and installing necessary and required improvements to the sewer system.

**Section 4.** This tax is levied pursuant to Article VII, Section 7 of the Constitution of the State of Illinois and Section 1301, et.seq. of Chapter 120 of the Illinois Compiled Statutes, as amended, and pursuant to An Ordinance Establishing City of Prospect Heights Special Service Area Number Two, as amended.

**Section 5.** There is hereby certified to the County Clerk of Cook County, Illinois, the sum aforesaid, constituting said total amount of Zero Dollars ($0.00), which said total amount the said City of Prospect Heights Special Service Area Number Two requires to be raised by taxation for the current fiscal year of said City, and the City Clerk of said City is hereby ordered and directed to file with the County Clerk of said County on or before the time required by law a certified copy of this Ordinance.

**Section 6.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED and APPROVED this 10th of December 2018.

ATTEST:

_____ _____

CITY CLERK MAYOR

AYES:

NAYS:

ABSENT:

Ordinance No. O-18-38
Published in pamphlet form: December 10th, 2018
Effective date: December 10th, 2018

**ORDINANCE NO. O-18-39**

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF 2018 TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2018 AND ENDING APRIL 30, 2019 IN AND FOR THE CITY OF PROSPECT HEIGHTS**
**SPECIAL SERVICE AREA NUMBER THREE**

**WHEREAS,** City of Prospect Heights Special Service Area Number Three has been created by Ordinance 0-79-34 entitled, "**AN ORDINANCE ESTABLISHING CITY OF PROSPECT HEIGHTS SPECIAL SERVICE AREA NUMBER THREE FOR THE PURPOSE OF PROVIDING FOR THE COLLECTION AND DISPOSAL OF SEWAGE IN THE AREA OF THE CITY FORMERLY SERVED BY THE COUNTRY GARDENS SANITARY DISTRICT"**, as amended; and

**WHEREAS,** Ordinance No. 0-79-34, as amended, authorizes an annual rate of the annual tax levy of forty-nine one-hundredths of one percent (.49%) of the assessed value, as equalized, of the property in said special service area; and

**WHEREAS,** said Special Service Area Number Three consists of the territory described in the ordinances aforesaid; and

**WHEREAS**, the City of Prospect Heights is authorized to levy taxes for special services in said Special Service Area.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Prospect Heights, Cook County, Illinois, as follows:

**Section 1**. The facts and statements contained in the preamble to this Ordinance are hereby found to be true and correct and are hereby incorporated as part of this Ordinance.

**Section 2.** The total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number Three is ascertained to be the sum of Zero Dollars ($0.00).

**Section 3.** The sum of Zero Dollars ($0.00) be and the same hereby is levied upon the taxable property (as defined in the Revenue act of 1939) in City of Prospect Heights Special Service Area Number Three, said tax to be levied for the fiscal year beginning May 1, 2018 and ending April 30, 2019 for the purpose of providing additional revenues for maintaining and installing necessary and required improvements to the sewer system.

**Section 4.** This tax is levied pursuant to Article VII, Section 7 of the Constitution of the State of Illinois and Section 1301, et.seq. of Chapter 120 of the Illinois Compiled Statutes, as amended, and pursuant to An Ordinance Establishing City of Prospect Heights Special Service Area Number Three, as amended.

**Section 5.** There is hereby certified to the County Clerk of Cook County, Illinois, the sum aforesaid, constituting said total amount of Zero Dollars ($0.00), which said total amount the said City of Prospect Heights Special Service Area Number Three requires to be raised by taxation for the current fiscal year of said City, and the City Clerk of said City is hereby ordered and directed to file with the County Clerk of said County on or before the time required by law a certified copy of this Ordinance.

**Section 6.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED and APPROVED this 10th of December 2018.

ATTEST:

_____ _____

CITY CLERK MAYOR

AYES:

NAYS:

ABSENT:

Ordinance No. O-18-39
Published in pamphlet form: December 10th, 2018
Effective date: December 10th, 2018

**ORDINANCE NO. O-18-40**

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF 2018 TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2018 AND ENDING APRIL 30, 2019 IN AND FOR THE CITY OF PROSPECT HEIGHTS**
**SPECIAL SERVICE AREA NUMBER FOUR**

**WHEREAS,** City of Prospect Heights Special Service Area Number Four has been created by Ordinance 0-82-27 entitled, "**AN ORDINANCE ESTABLISHING CITY OF PROSPECT HEIGHTS SPECIAL SERVICE AREA NUMBER FOUR FOR THE PURPOSE OF PROVIDING FOR THE COLLECTION AND DISPOSAL OF SEWAGE IN THE AREA OF THE CITY FORMERLY SERVED BY THE COUNTRY GARDENS SANITARY DISTRICT"**, as amended; and

**WHEREAS,** Ordinance No. 0-82-27, as amended, authorizes an annual rate of the annual tax levy of ninety-one one-hundredths of one percent (.91%) of the assessed value, as equalized, of the property in said special service area; and

**WHEREAS,** said Special Service Area Number Four consists of the territory described in the ordinances aforesaid; and

**WHEREAS**, the City of Prospect Heights is authorized to levy taxes for special services in said Special Service Area.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Prospect Heights, Cook County, Illinois, as follows:

**Section 1**. The facts and statements contained in the preamble to this Ordinance are hereby found to be true and correct and are hereby incorporated as part of this Ordinance.

**Section 2.** The total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number Four is ascertained to be the sum of Zero Dollars ($0.00).

**Section 3.** The sum of Zero Dollars ($0.00) be and the same hereby is levied upon the taxable property (as defined in the Revenue act of 1939) in City of Prospect Heights Special Service Area Number Four, said tax to be levied for the fiscal year beginning May 1, 2018 and ending April 30, 2019 for the purpose of providing additional revenues for maintaining and installing necessary and required improvements to the sewer system.

**Section 4.** This tax is levied pursuant to Article VII, Section 7 of the Constitution of the State of Illinois and Section 1301, et.seq. of Chapter 120 of the Illinois Compiled Statutes, as amended, and pursuant to An Ordinance Establishing City of Prospect Heights Special Service Area Number Four, as amended.

**Section 5.** There is hereby certified to the County Clerk of Cook County, Illinois, the sum aforesaid, constituting said total amount of Zero Dollars ($0.00), which said total amount the said City of Prospect Heights Special Service Area Number Four requires to be raised by taxation for the current fiscal year of said City, and the City Clerk of said City is hereby ordered and directed to file with the County Clerk of said County on or before the time required by law a certified copy of this Ordinance.

**Section 6.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED and APPROVED this 10th of December 2018.

ATTEST:

_____ _____

CITY CLERK MAYOR

AYES:

NAYS:

ABSENT:

Ordinance No. O-18-40
Published in pamphlet form: December 10th, 2018
Effective date: December 10th, 2018

**ORDINANCE NO. O-18-41**

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF 2018 TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2018 AND ENDING APRIL 30, 2019 IN AND FOR THE CITY OF PROSPECT HEIGHTS**
**SPECIAL SERVICE AREA NUMBER FIVE**

**WHEREAS,** City of Prospect Heights Special Service Area Number Five has been created by Ordinance 0-99-25 entitled, "**AN ORDINANCE ESTABLISHING CITY OF PROSPECT HEIGHTS SPECIAL SERVICE AREA NUMBER FIVE FOR THE PURPOSE OF PROVIDING FOR THE COLLECTION AND DISPOSAL OF STORM WATER"**, as amended; and

**WHEREAS,** Ordinance No. 0-99-25, as amended, authorizes an annual rate of the annual tax levy of eighteen one hundredths of one percent (.18%) of the assessed value, as equalized, of the property in said special service area; and

**WHEREAS,** said Special Service Area Number Five consists of the territory described in the ordinances aforesaid; and

**WHEREAS**, the City of Prospect Heights is authorized to levy taxes for special services in said Special Service Area.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Prospect Heights, Cook County, Illinois, as follows:

**Section 1**. The facts and statements contained in the preamble to this Ordinance are hereby found to be true and correct and are hereby incorporated as part of this Ordinance.

**Section 2.** The total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number Five is ascertained to be the sum of Twenty-Five Thousand Dollars ($25,000.00).

**Section 3.** The sum of Twenty-Five Thousand Dollars ($25,000.00) be and the same hereby is levied upon the taxable property (as defined in the Revenue act of 1939) in City of Prospect Heights Special Service Area Number Five, said tax to be levied for the fiscal year beginning May 1, 2018 and ending April 30, 2019 for the purpose of providing additional revenues for maintaining and installing necessary and required improvements to the storm sewer system.

**Section 4.** This tax is levied pursuant to Article VII, Section 7 of the Constitution of the State of Illinois and Section 1301, et.seq. of Chapter 120 of the Illinois Compiled Statutes, as amended, and pursuant to An Ordinance Establishing City of Prospect Heights Special Service Area Number Five, as amended.

**Section 5.** There is hereby certified to the County Clerk of Cook County, Illinois, the sum aforesaid, constituting said total amount of Twenty-Five Thousand Dollars ($25,000.00), which said total amount the said City of Prospect Heights Special Service Area Number Five requires to be raised by taxation for the current fiscal year of said City, and the City Clerk of said City is hereby ordered and directed to file with the County Clerk of said County on or before the time required by law a certified copy of this Ordinance.

**Section 6.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED and APPROVED this 10th of December 2018.

ATTEST:

_____ _____

CITY CLERK MAYOR

AYES:

NAYS:

ABSENT:

Ordinance No. O-18-41
Published in pamphlet form: December 10th, 2018
Effective date: December 10th, 2018

**ORDINANCE NO. O-18-42**

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF 2018 TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2018 AND ENDING APRIL 30, 2019 IN AND FOR THE CITY OF PROSPECT HEIGHTS**
**SPECIAL SERVICE AREA NUMBER EIGHT**

**WHEREAS,** City of Prospect Heights Special Service Area Number Eight has been created by Ordinance 0-11-11 entitled, "**AN ORDINANCE establishing Special Service Area Number 8 of the City of Prospect Heights, Cook County, Illinois, and the issuance of bonds in an amount not to exceed $500,000 and the imposition of a tax at a maximum rate of 1.41% in any year to pay the cost of providing special services in and for such Area."**, as amended; and

**WHEREAS,** Ordinance No. 0-11-11, as amended, authorizes an annual rate of the annual tax levy of one and forty-one one hundredths of one percent (1.41%) of the assessed value, as equalized, of the property in said special service area; and

**WHEREAS,** said Special Service Area Number Eight consists of the territory described in the ordinances aforesaid; and

**WHEREAS**, the City of Prospect Heights is authorized to levy taxes for special services in said Special Service Area.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Prospect Heights, Cook County, Illinois, as follows:

**Section 1**. The facts and statements contained in the preamble to this Ordinance are hereby found to be true and correct and are hereby incorporated as part of this Ordinance.

**Section 2.** The total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number Eight is ascertained to be the sum of One Hundred Twenty-Eight Thousand and One Hundred Ninety-Six Dollars ($128,196.00).

**Section 3.** The sum of One Hundred Twenty-Eight Thousand and One Hundred Ninety-Six Dollars ($128,196.00) be and the same hereby is levied upon the taxable property (as defined in the Revenue act of 1939) in City of Prospect Heights Special Service Area Number Eight, said tax to be levied for the fiscal year beginning May 1, 2018 and ending April 30, 2019 for the purpose of providing additional revenues for the operation, maintenance and repair of Levee 37 and related storm water management services.

**Section 4.** This tax is levied pursuant to Article VII, Section 7 of the Constitution of the State of Illinois and Article 27 of the Illinois Property Tax Code, as amended, and pursuant to AN ORDINANCE establishing Special Service Area Number 8 of the City of Prospect Heights, Cook County, Illinois, and the issuance of bonds in an amount not to exceed $500,000 and the imposition of a tax at a maximum rate of 1.41% in any year to pay the cost of providing special services in and for such Area, as amended.

**Section 5.** There is hereby certified to the County Clerk of Cook County, Illinois, the sum aforesaid, constituting said total amount of One Hundred Twenty-Eight Thousand and One Hundred Ninety-Six Dollars ($128,196.00), which said total amount the said City of Prospect Heights Special Service Area Number Eight requires to be raised by taxation for the current fiscal year of said City, and the City Clerk of said City is hereby ordered and directed to file with the County Clerk of said County on or before the time required by law a certified copy of this Ordinance.

**Section 6.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED and APPROVED this 10th of DECEMBER 2018.

ATTEST:

_____ _____
CITY CLERK MAYOR

AYES:

NAYS:

ABSENT:

Ordinance No. O-18-42
Published in pamphlet form: DECEMBER 10th, 2018
Effective date: DECEMBER 10th, 2018

**2019 City Council Meeting Calendar**

| | |
|---|---|
| **Date:** | **November 26, 2018** |
| ***Item:*** | ***2019 Calendar*** |
| **From:** | **Staff** |
| **To:** | **City Council** |

Please note the following potential date conflicts:
Monday, May 27, 2019 - Memorial Day
October 14, 2019 – Columbus Day
November 11, 2019 – Veterans Day

# Prospect Heights City Council 2019 Meeting Calendar

**Meetings are held at 6:30 PM every 2nd Monday pf the month as a Regular Workshop and 4th Monday of the month as a Regular City Council Meeting unless otherwise specified. Meetings are held at City Hall – 8 N. Elmhurst Road, Prospect Heights, IL 60070.**

**January 14, 2019**

**January 28, 2019**

**February 11, 2019**

**February 25, 2019**

**March 11, 2019**

**March 25, 2019**

**April 8, 2019**

**April 22, 2019**

**May 13, 2019**

**May 27, 2019*****

**June 10, 2019**

**June 24, 2019**

**July 8, 2019**

**July 22, 2019**

**August 12, 2019 – NO MEETING**

**August 26, 2019**

**September 9, 2019**

**September 23, 2019**

**October 14, 2019***

**October 28, 2019**

**November 11, 2019****

**November 25, 2019**

**December 9, 2019**

**December 23, 2019 – NO MEETING**

***October 14 is Columbus Day; **November 11 is Veteran's Day; ***May 27 is Memorial Day**

# 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: October 15, 2018

To: Mayor Helmer and City Council

Cc: Joe Wade, City Administrator

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

Subject: Ordinance #O-18-35 Approving a Special Use Permit for an Automobile Storage Facility 1326 N. Rand Road, Prospect Heights, IL – Village Cycle Sports

**ISSUE:** Consideration of a Special Use Permit for an Automobile Storage Facility located at 1326 N. Rand Road, Prospect Heights, IL – Village Cycle Sports

**BACKGROUND:**

The PZBA held a public hearing on September 25, 2018 to hear ZBA Case #18-11 SU, an application for a Special Use Permit to allow an automobile storage facility in the B-3 Commercial, Wholesale and General Service District.. The applicant, Joe Eberhardt, Village Cycle Sport, is proposing to use 6,850 sq. ft. of the western portion of his existing parking lot as rental automobile storage. There is surplus parking on site that the owner would like to use for this purpose. The parking classification per code is Class #10 and the retail store requires 36 parking spaces for a 6,000 sq. ft. retail store. The surplus area would support approximately 15 leasable parking spaces. The site plan shows that the 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 an automobile storage facility in the B-3 Commercial, Wholesale and General Services District with conditions. The conditions include:

1. Lease vehicle storage shall be restricted to the west 6,850 sq. ft. of the parking lot shown in Exhibit B.
2. Semi-Truck and trailer parking is prohibited.
3. Storage of construction material and equipment are not allowed.
4. Idling of vehicles after 11:00 p.m. and prior to 7:00 a.m. is prohibited.
5. The wooden fence along the west property line shall be repaired and in a sound condition.
6. The property owner shall provide upon demand the ownership and contact information of all vehicles stored on the property.

The applicant has requested a waiver of first reading. Staff concurs with the recommendation.

**RECOMMENDATION:** Waive 1st reading and Approve an Ordinance #O-18-35 granting a Special Use Permit for an Automobile Storage Facility, 1326 N. Rand Road, Prospect Heights, IL – Village Cycle Sports

**ORDINANCE NO. O-18-35**

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW AN AUTOMOBILE STORAGE FACILITY AT 1326 N. RAND ROAD, ARLINGTON HEIGHTS, IL**

**WHEREAS**, the Zoning Ordinance requires a Special Use Permit to permit automobile storage facility in the B-3 Commercial, Wholesale and General Service District; and

**WHEREAS**, The Joe Eberhardt, (Petitioner), has filed an application for an automobile storage facility not to exceed 20 parking spaces at 1326 N. Rand Road, Arlington Heights, Illinois (the "Property"); and

**WHEREAS**, the Plan Zoning Board of Appeals (PZBA) held a public hearing on September 27, 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 an automobile storage facility on the Property and shall run with the use and not with the land.

**SECTION THREE.** The above approval is granted with the following conditions:

1. Lease vehicle storage shall be restricted to the west 6,850 sq. ft. of the parking lot shown in Exhibit B.
2. Semi-Truck and trailer parking is prohibited.
3. Construction material storage is prohibited.
4. Idling of vehicles after 11:00 p.m. and prior to 7:00 a.m. is prohibited.
5. The wooden fence along the west property line shall be repaired and in a sound condition.
6. The property owner shall provide upon demand the ownership and contact information of all vehicles stored on the property.

**SECTION FOUR.** That this Ordinance shall be in full force and effect from and after its passage and approval as 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

## Exhibit A

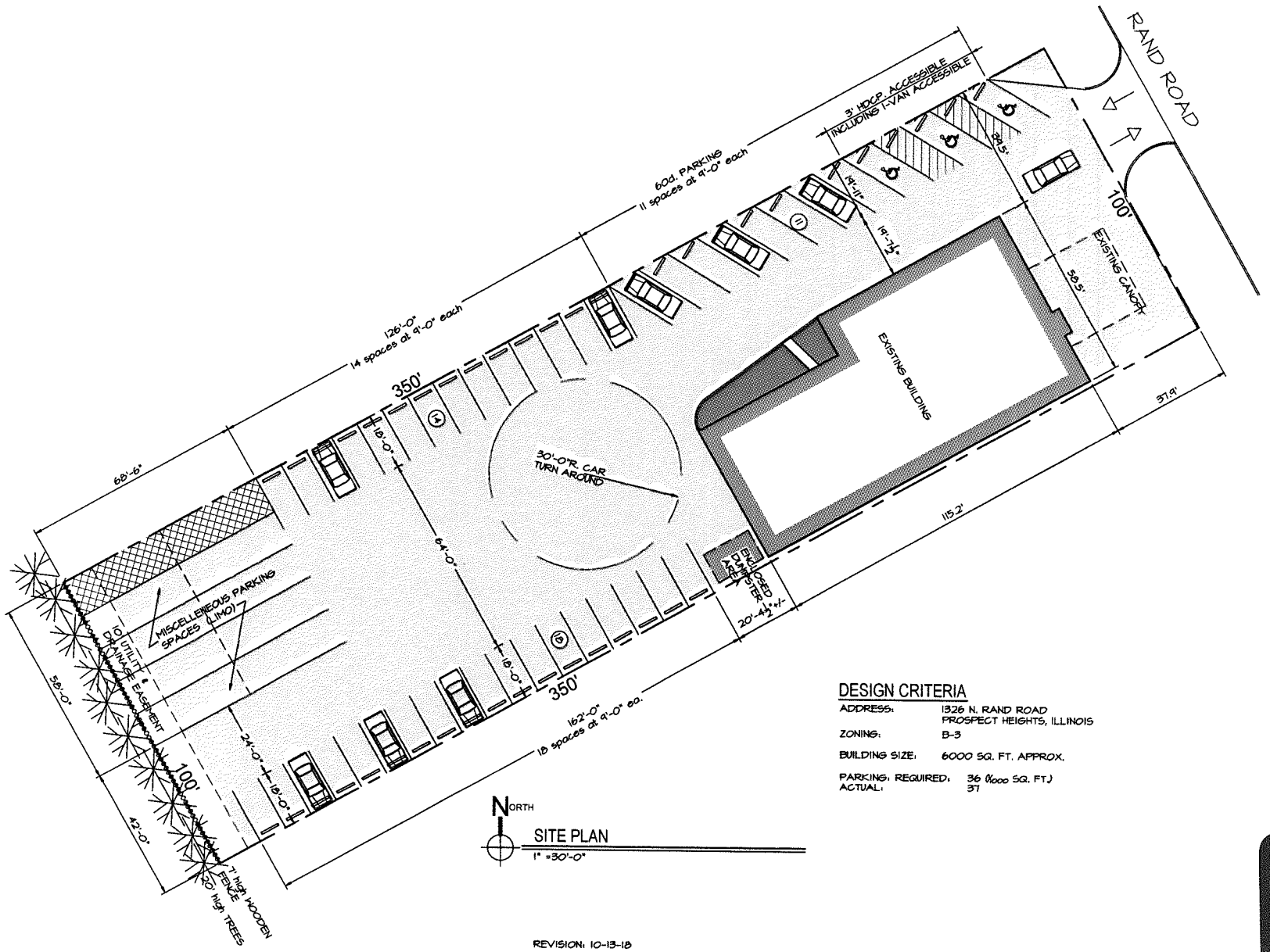
**Legal Description 1326 N. Rand Rd., Arlington Heights, IL 60004**

LOTS 4 AND 5 IN C.H. TAYLOR'S SECOND ARLINGTON HEIGHTS ACRES, BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN. LYING SOUTH OF RAND ROAD, IN COOK COUNTY, ILLINOIS.

Pin #03-21-304-006-0000 AND #03-21-304-007-0000

# Exhibit B

## Site Plan Date 10-13-18




## DESIGN CRITERIA

| | |
|---|---|
| ADDRESS: | 1326 N. RAND ROAD<br>PROSPECT HEIGHTS, ILLINOIS |
| ZONING: | B-3 |
| BUILDING SIZE: | 6000 SQ. FT. APPROX. |
| PARKING: REQUIRED:<br>ACTUAL: | 36 (1/000 SQ. FT.)<br>37 |

REVISION: 10-13-18

EXHIBIT B

tabbies

1326 N Rand Rd
Arlington Heights, IL 60004
(847) 398-1650

VILLAGE CYCLESPORT

234 W Northwest Hwy
Barrington, IL 60010
(847) 382-9200

To Prospect Hts City Council,

After review of the concerns of the city council towards my application for special use permit I would like to address these before the next meeting for your review.

1. Other businesses in the city will try to ask for a special use permit or park vehicles in their lots.

Response: The property at 1326 Rand Rd is one of only 3 properties in the city that are zoned B3 and could apply for this Special Use. (see attached zoning map ) Except for the airport.

2. Would not look good from the street.

Response: The requested parking would be in the back 60' of the parking lot which is 350' deep. It is surrounded by the car dealer with hundreds of cars and trucks, the bicycle shop building in front, the proposed car wash to fill the empty lot on the east and in the back is a 7' high wooden fence with 20 – 30' trees. Only one neighbor attended the zoning meeting and after a brief discussion seemed satisfied with the responses. The zoning commission then recommended allowing the special use unanimously. The limo company uses all late model vehicles in excellent condition.

3. No income for the city.

Response: Way to Go limo service would apply for and purchase a business license in PH and purchase commercial vehicle stickers for all vehicles which should generate about $2000 every year. Way to Go would be an asset to have in the community and has agreed to work with the city on special events and donate use of one trolley and driver to be used the day after Thanksgiving to shuttle people to the tree lighting.
This additional income for Village CycleSport will help us to continue doing business in Prospect Hts where we do contribute a substantial amount of sales tax which the city receives a portion of.

I would be willing to try a one year period to be reviewed again after that period to make sure all concerns are met. I would also be willing to restrict the additional paid parking to the Way to Go limo company during this time if necessary.

Thank you for reviewing my responses and your consideration for this special use permit.

Sincerely

Joe Eberhardt

WAY TO GO
Bus & Limousine Rental
(855) 791-LIMO

**Way To Go Limousine, Inc**
Village Cycle Sport
1326 E Rand Rd
Arlington Heights IL 60004

November 2nd 2018

**Village of Prospect Heights**
8 N Elmhurst Road,
Prospe3ct Heights IL 60070

To Whom It May Concern:

**Way To Go Limousine Contribution to the Village of Prospect Heights**

- **Vehicle Stickers**
  - Contributing towards putting Vehicle sticker on limousines
  - Vehicle: 8 (8,000lb-26,000lb)
  - Estimated Revenue: **$1650 - $2000 a year**
- **License Fee**
  - Annual license fee as per village pertain
- **Donations & Charity Contributions**
  - If needed, Way To Go will contribute his part towards donations & Charities.
- **Contributing Limousine Services for Village's Special Events**
  - Actively participating in the Village & community events. Vehicles include limousines up to 10 passengers or party buses/Trolleys up to 30 passengers for the Village Special Events.
- **Convenience**
  - Conveniently located at Village Cycle Sport parking lot to render services to the community and staff members at a discounted rate.

Looking forward to working with Village Rules & Regulation and to be in compliance.

Thank you

**Way To Go Management**
Faisal Rafaqat

Legend
City Limits
Parcel Boundaries
Zoning Type
B1 - Retail Business
B2 - General Commercial
B2A - General/Special Commercial
B3 - General Service
B4 - General Service P U D
O1 - Office/Research Park
R1 - Residential Single Family
R1A - Commercial Specialties
R1A PUD - Planned Unit Development
R2 - Residential Multi-Family
B1
R1
B4
B1
B2A
B3
B4
B3
R1
B1
B4
B1
B2A
R1A PUD
R1A
B1
B3
B1
B4
B2
B2
R2
R1
O1
R1
B2
R1
B1
GHA GEWALT HAMILTON ASSOCIATES, INC.
www.gha-engineers.com
N
1 inch = 600 Feet
Prospect Heights
2018 Zoning Map
City of Prospect Heights

## 5-7-5: B-3 COMMERCIAL, WHOLESALE AND GENERAL SERVICE DISTRICT:

A. Description Of District: The B-3 commercial, wholesale and general service district is intended to provide sites to accommodate those uses that serve large segments of the population with a wide variety of business and commercial uses. Included in the permitted uses are certain wholesale and warehousing uses, and some limited industrial activities that are normally associated with commercial uses. Also permitted are industrial firms that have high standards of performance and that can locate in close proximity to residential and business uses without creating nuisances and with sufficient control of external effects to protect one industry from another. In this district outdoor storage must be completely screened and all industrial operations must be in an enclosed building, except as permitted under special uses in this section. The district is normally located on primary thoroughfares, and contains parcels that are relatively large in size.

B. Permitted Uses: The following business and service uses are permitted:

Any uses permitted in the B-2 general commercial district except those uses listed as permitted in B-1 retail business district.

Assembly firms, without fabrication of completely fabricated parts.

Automobile repair garages.

Automobile undercoating service.

Automotive vehicle sales and leasing, new, including sales of used vehicles in conjunction therewith.

Bakeries, manufacturing of goods.

Beverage distributors.

Boat and marine showroom and sales.

Bottled gas dealers.

Bottling works.

Building material supplies, sales, and service.

Business, professional and governmental offices.

Contractor or construction offices and yards.

Dry cleaning establishments, central plant serving more than one retail outlet.

Electrical shops.

Equipment rental and leasing service.

Funeral parlors.

Furnace supplies and service.

Furniture cleaning, upholstering and repair shops.

Glazing shops.

Greenhouses, retail sales.

Laundries, central plant serving more than one retail outlet.

Lawn mower sales and repair shops.

Linen, towel, diaper and similar supply services.

Machine shops.

Machinery sales.

Motorcycle sales, service and repair shops.

Music schools.

Nurseries, retail sales.

Personnel training centers.

Plumbing and heating showrooms and shops.

Printing, publishing, and lithography establishments.

Public services uses:

Electric substations, gas regulator stations.

Police and fire stations.

Public water towers, water works and wells.

Pumping stations and reservoirs.

Railroad rights of way (not including railroad yards and maintenance shops.

Telephone exchanges and repeater stations.

Other similar public service uses.

Roofing sales and service.

Schools, music, trade, vocational.

Sewer and septic tank cleaning and rodding service.

Sheet metal shops.

Sign contractors.

Snowmobile sales and service.

Swimming pool sales and service.

Trade schools.

Truck sales and service.

Undertaking establishments.

Vocational schools.

Warehouses.

Water softener service.

Welding shops.

Wholesale establishments.

Window cleaning firms.

Other permitted uses:

Accessory uses as defined in chapter 3 of this title.

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

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

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

C. Special Uses: The following uses may be allowed by special use permit in accordance with the provisions of chapter 10 of this title:

Same special uses as are allowed by special use permit in the B-2 general commercial district.

Air freight terminals.

Airports.

Automobile paint shops.

Automobile rentals.

Automobile sales, new and used, permitted in enclosed buildings and on open lot areas.

Automobile storage facilities.

Dairy products manufacturing.

Extermination shops.

Filtration plants, public.

Greenhouses, wholesale.

Heliports, private and commercial.

Highway maintenance shops and yards.

Indoor skating rinks.

Launderers, industrial.

Mobile home dealers.

Nurseries, wholesale.

Recreational vehicle sales.

Residence of the proprietor, caretaker, or watchman of a commercial or industrial use.

Skating rinks, indoor.

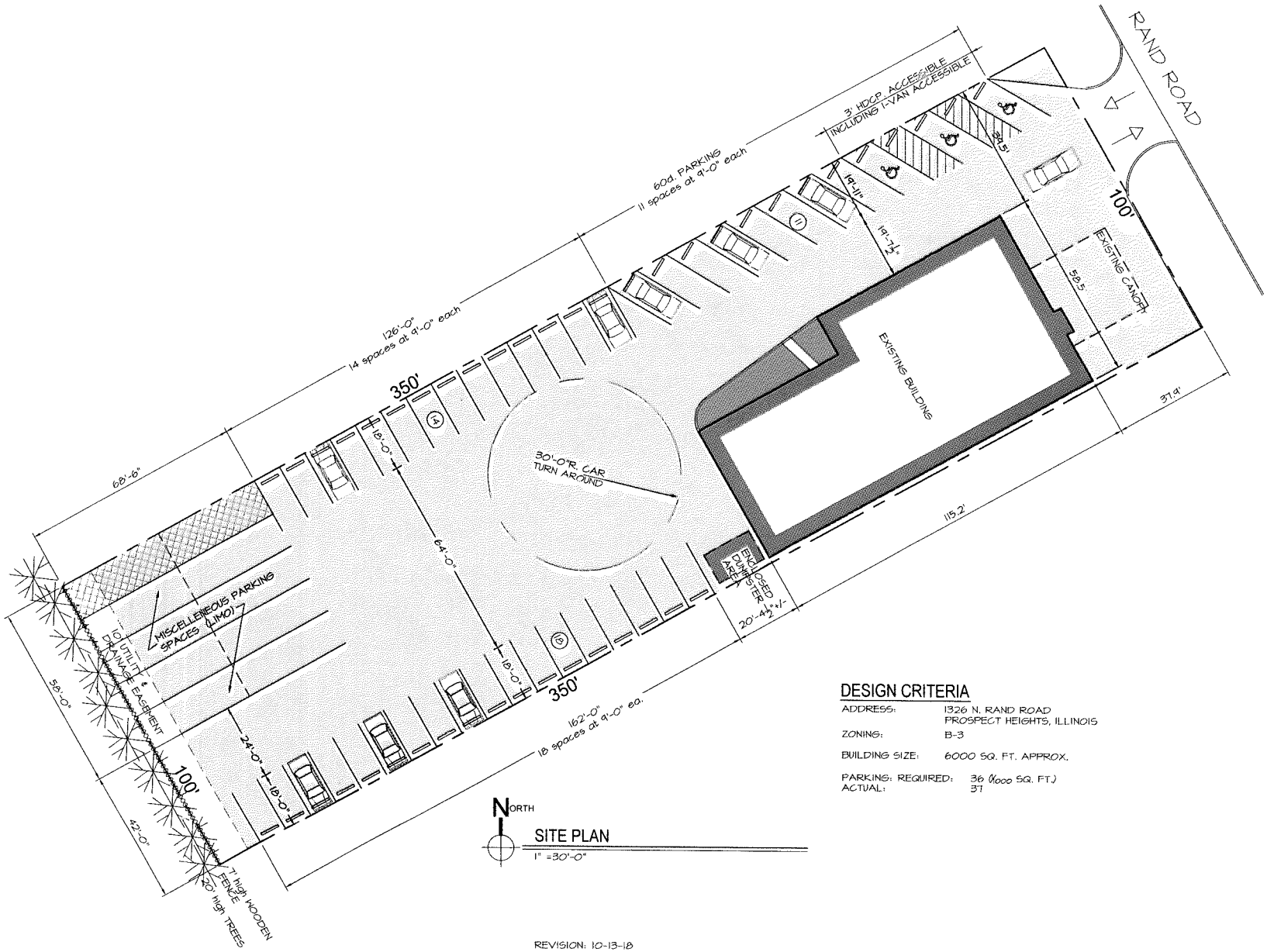
Swim clubs, swimming pools and buildings for indoor swimming pools.

Telephone microwave relay towers.

Tennis clubs, tennis courts and buildings for indoor tennis and similar establishments.

Trailer sales and rentals.

Woodworking and wood products manufacturing. (Ord. 0-77-27, 7-18-1977)




## DESIGN CRITERIA

| | |
|---|---|
| ADDRESS: | 1326 N. RAND ROAD<br>PROSPECT HEIGHTS, ILLINOIS |
| ZONING: | B-3 |
| BUILDING SIZE: | 6000 SQ. FT. APPROX. |
| PARKING: REQUIRED: | 36 (1/000 SQ. FT.) |
| ACTUAL: | 37 |

REVISION: 10-13-18

# 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: December 4, 2018

To: Mayor Helmer and City Council

Cc: Joe Wade, City Administrator

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

Subject: Ordinance #O-18-44 Approving a Special Use Permit for an Automobile Laundry and Car Wash Facility at 1320 N. Rand Road, Prospect Heights, IL

**ISSUE:** Consideration of a Special Use Permit for an Automobile Laundry and Car Wash Facility located at 132 N. Rand Road, Prospect Heights, IL – Everclean CW, LLC.

**BACKGROUND:**

The PZBA held a public hearing on November 15, 2018 to hear ZBA Case #18-16 SU, an application for a Special Use Permit to allow for the construction and operation of a car wash facility in the B-3 Commercial, Wholesale and General Service District.. The applicant, David Shin, Everclean CW LLC., is proposing to purchase the vacant southern lot from Village Cycle Sport and construct a new car wash facility.

After hearing testimony and deliberation, the PZBA voted unanimously to recommend to the City Council approval of the Special Use Permit for an automobile laundry and car wash facility in the B-3 Commercial, Wholesale and General Services District without conditions.

Due to urgency related to the contractual obligations the applicant has requested a waiver of first reading.

Please be advised that the applicant is aware of the Rand Road Business Corridor ordinance and understands that a financial agreement with the City is required before the project can be permitted or constructed. His request is to approve the special use permit and allow time to complete the financial agreement.

**RECOMMENDATION:** Waive first reading and approve an Ordinance #O-18-44 granting a Special Use Permit for an Automobile Laundry and Car Wash facility, 1320 N. Rand Road, Prospect Heights, IL

## Peter Falcone

**From:** Thomas Kim <thomas@morningsidecap.com>
**Sent:** Tuesday, December 04, 2018 2:02 PM
**To:** Dan Peterson
**Cc:** David (Suggey) Shin
**Subject:** Request Waiver of First Reading

Hi Dan!

Due to urgency related to the contractual obligations, please kindly consider my request for waiver of first reading. At our 12/10 meeting, I'd like to request the Board take a vote on our use.

Regarding the economic agreement, I'd also like to request that does NOT hold up the vote on the Special Use. If possible, some kind of a conditional approval would help me charge forward after Monday to close on this property.

Thank you very much!

**Thomas Kim**
*Principal*
Mobile: +1.847.833.7058

**ORDINANCE NO. O-18-44**

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW AN AUTOMOBILE LAUNDRY AND CAR WASH FACILITY AT 1320 N. RAND ROAD, ARLINGTON HEIGHTS, IL**

**WHEREAS**, the Zoning Ordinance requires a Special Use Permit to permit automobile laundry and car wash facility in the B-3 Commercial, Wholesale and General Service District; and

**WHEREAS**, David Shin, Everclean CW, LLC. (Petitioner), has filed an application for a special use to construct and operate a car wash facility at 1320 N. Rand Road, Arlington Heights, Illinois (the "Property"); and

**WHEREAS**, the Plan Zoning Board of Appeals (PZBA) held a public hearing on November 15, 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 an automobile laundry and car wash facility 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 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

## Exhibit A

### Legal Description 132 N. Rand Rd., Arlington Heights, IL 60004

LOTS 4 IN C.H. TAYLOR'S SECOND ARLINGTON HEIGHTS ACRES, BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN. LYING SOUTH OF RAND ROAD, IN COOK COUNTY, ILLINOIS.

Pin #03-21-304-007-0000

## Exhibit B

**Includes the following documents B1 – B4**

**B1. Plat of Survey, Haeger Engineering, dated 09-17-2018**

**B2. Preliminary Site Plan, Haeger Engineering, dated 10-04-18**

**B3. Preliminary Engineering Plan, Haeger Engineering, dated 10-04-18**

**B4. Landscape Plan, Ringers Landscape Services, dated 10-04-2018**

EXHIBIT

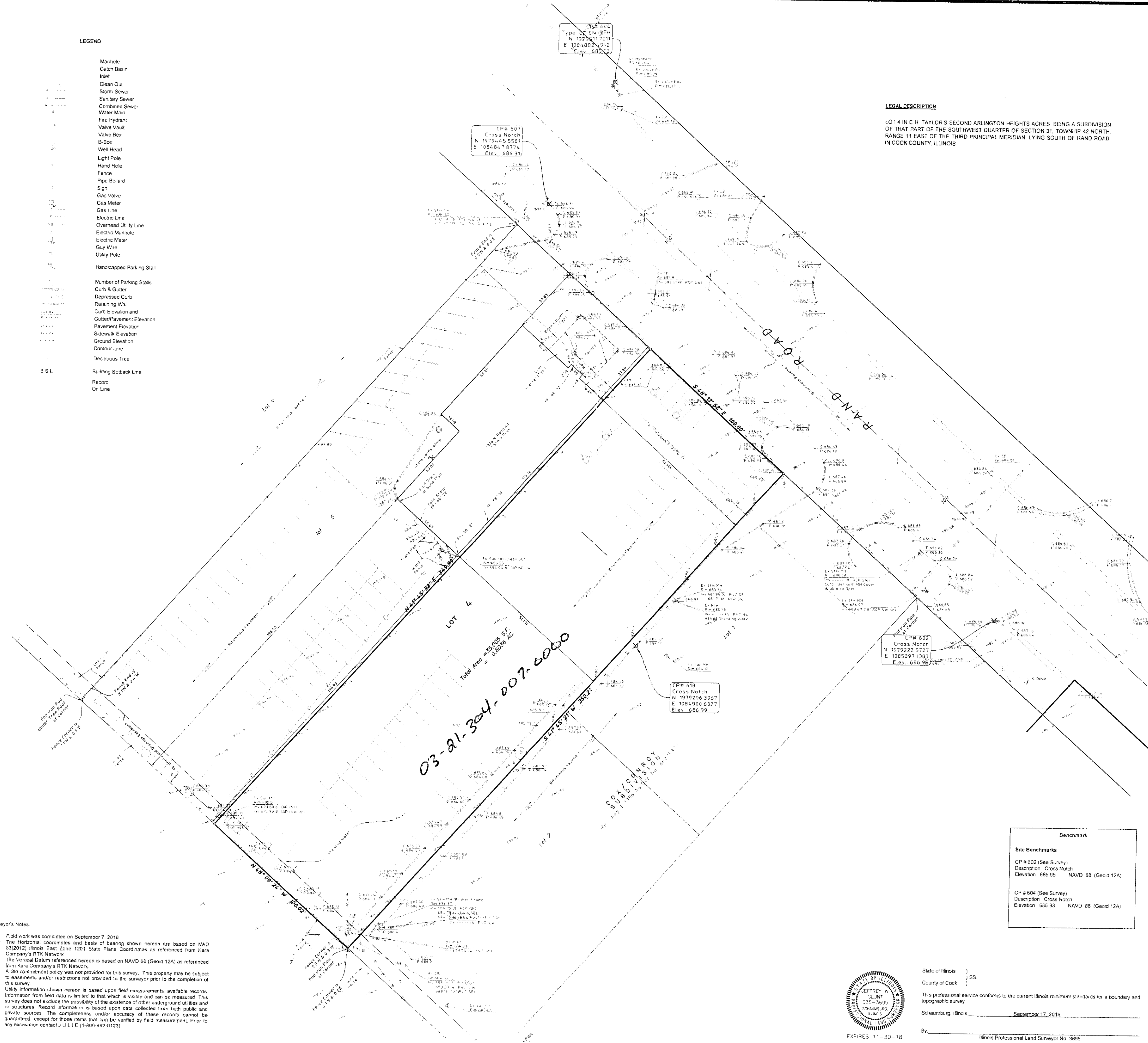
B-1

LEGEND

- Manhole
- Catch Basin
- Inlet
- Clean Out
- Storm Sewer
- Sanitary Sewer
- Combined Sewer
- Water Main
- Fire Hydrant
- Valve Vault
- Valve Box
- B-Box
- Well Head
- Light Pole
- Hand Hole
- Fence
- Pipe Bollard
- Sign
- Gas Valve
- Gas Meter
- Gas Line
- Electric Line
- Overhead Utility Line
- Electric Manhole
- Electric Meter
- Guy Wire
- Utility Pole
- Handicapped Parking Stall
- Number of Parking Stalls
- Curb & Gutter
- Depressed Curb
- Retaining Wall
- Curb Elevation and Gutter/Pavement Elevation
- Pavement Elevation
- Sidewalk Elevation
- Ground Elevation
- Contour Line
- Deciduous Tree
- B S L — Building Setback Line
- Record
- On Line

LEGAL DESCRIPTION

LOT 4 IN C H TAYLOR'S SECOND ARLINGTON HEIGHTS ACRES BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF RAND ROAD IN COOK COUNTY, ILLINOIS




Surveyor's Notes.

1. Field work was completed on September 7, 2018
2. The Horizontal coordinates and basis of bearing shown hereon are based on NAD 83(2012) Illinois East Zone 1201 State Plane Coordinates as referenced from Kara Company's RTK Network.
3. The Vertical Datum referenced hereon is based on NAVD 88 (Geoid 12A) as referenced from Kara Company's RTK Network.
4. A title commitment policy was not provided for this survey. This property may be subject to easements and/or restrictions not provided to the surveyor prior to the completion of this survey.
5. Utility information shown hereon is based upon field measurements, available records. Information from field data is limited to that which is visible and can be measured. This survey does not exclude the possibility of the existence of other underground utilities and or structures. Record information is based upon data collected from both public and private sources. The completeness and/or accuracy of these records cannot be guaranteed, except for those items that can be verified by field measurement. Prior to any excavation contact J U L I E (1-800-892-0123)

Benchmark

**Site Benchmarks**

CP # 602 (See Survey)
Description Cross Notch
Elevation 685 95 NAVD 88 (Geoid 12A)

CP # 604 (See Survey)
Description Cross Notch
Elevation 685 93 NAVD 88 (Geoid 12A)

STATE OF ILLINOIS JEFFREY W GLUNT 035-3695 SCHAUMBURG, ILLINOIS PROFESSIONAL LAND SURVEYOR

EXPIRES 11-30-18

State of Illinois )
) SS.
County of Cook )

This professional service conforms to the current Illinois minimum standards for a boundary and topographic survey

Schaumburg, Illinois September 17, 2018

By ____________________
Illinois Professional Land Surveyor No 3695

| No. | Date | Revision |
|---|---|---|

HAEGER ENGINEERING
consulting engineers · land surveyors
100 East State Parkway, Schaumburg, IL 60173 Tel: 847.394.6600 Fax: 847.394.6608
Illinois Professional Design Firm License No 184-003152
www.haegerengineering.com

BOUNDARY & TOPOGRAPHIC SURVEY
1326 N. RAND ROAD
PROSPECT HEIGHTS, ILLINOIS

| | |
|---|---|
| Project Manager: | MLA |
| Engineer: | JWG |
| Date: | 2018-09-17 |
| Project No | 18131 |
| Sheet | 1 |

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EXHIBIT B-2

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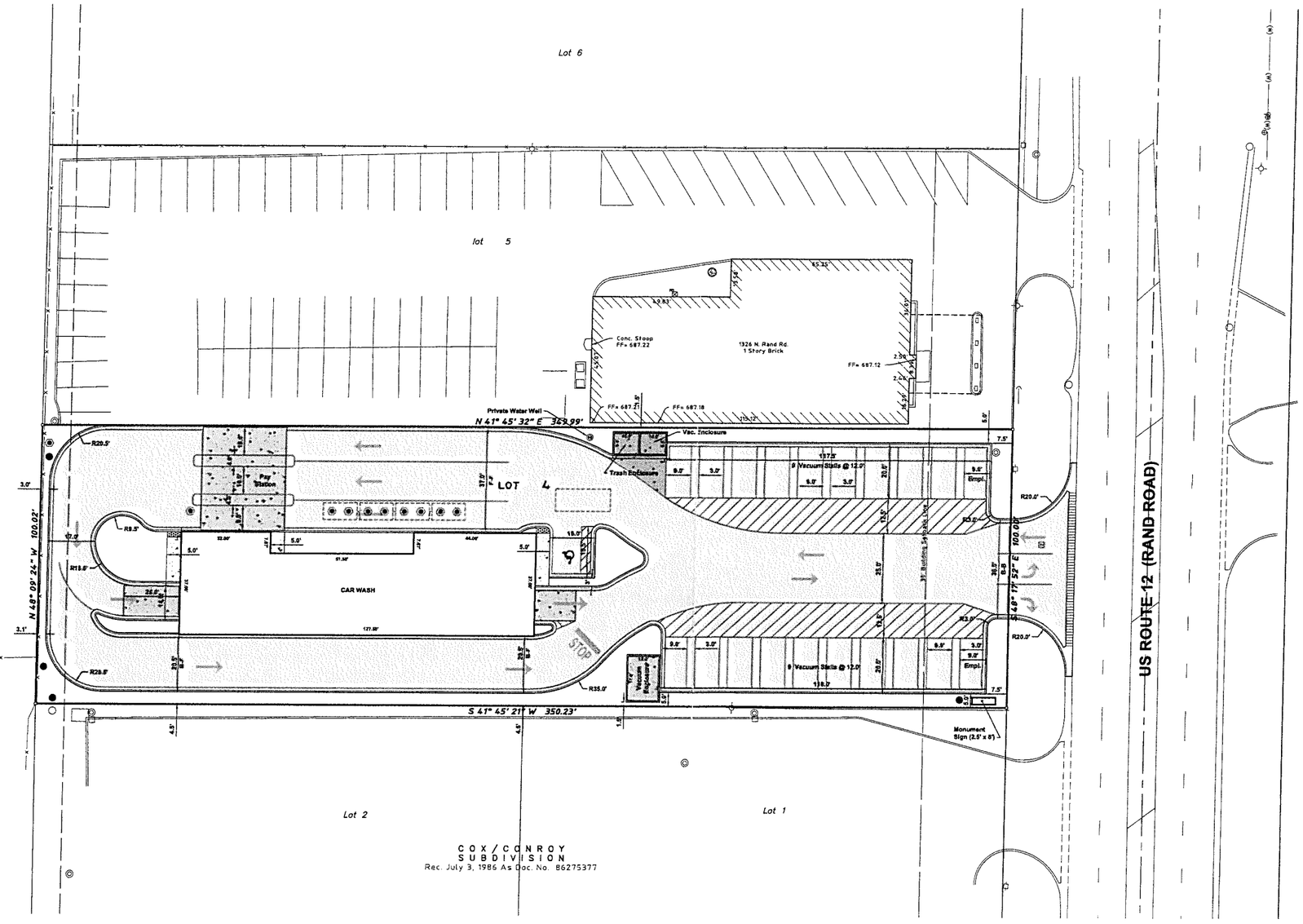


NORTH
10 0 20
Scale: 1" = 20'

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| No. | Date | Revision |
|---|---|---|

**PAVING LEGEND**

**Standard Pavement**
-1 1/2" Hot Mix Asphalt Surface Course, Mix D, N50
-1 1/2" Hot Mix Asphalt Binder Course, IL-19, N50
-10" CA-6 Crushed Aggregate Base Course

**Concrete Pay Station, Wash Aprons, & Vacuum Pads**
-6" Portland Cement Concrete
-6" CA-6 Crushed Aggregate Base Course

**Concrete Sidewalk**
-5" Portland Cement Concrete
-4" CA-6 Crushed Aggregate Base Course

**DIMENSION LEGEND**

| | |
|---|---|
| B-B | Back of Curb to Back of Curb |
| F-F | Face of Curb to Face of Curb |
| E-E | Edge of Pavement to Edge of Pavement |

**IMPERVIOUS COVERAGE CALCULATIONS**

LOT AREA = 35,605

| EXISTING | | PROPOSED | |
|---|---|---|---|
| BUILDING | - | BUILDING | 4,322 |
| PAVEMENT / CURB | 32,495 | PAVEMENT / CURB | 23,341 |
| CONCRETE PAD / WALK AREAS | - | CONCRETE PAD / WALK AREAS | 2,405 |
| TOTAL IMPERVIOUS | 32,495 | TOTAL IMPERVIOUS | 29,669 |
| PERVIOUS | | PERVIOUS | 5,936 |
| % IMPERVIOUS | 92.83% | % IMPERVIOUS | 84.78% |
| | | NET DECREASE | -2,826 |

**NOTES:**

1. All dimensions are to back of curb, face of wall and face of building unless otherwise noted.
2. Refer to Plat of Subdivision for additional lot information.


HAEGER ENGINEERING
consulting engineers • land surveyors
100 East State Parkway, Schaumburg, IL 60173 Tel: 847.394.6600 Fax: 847.394.6608
Illinois Professional Design Firm License No. 184.003152
www.haegerengineering.com


# PRELIMINARY SITE PLAN

## EVERWASH CAR WASH FACILITY
## 1326 N. RAND ROAD
PROSPECT HEIGHTS, ILLINOIS

| | |
|---|---|
| Project Manager: | M L A |
| Engineer: | M L A |
| Date: | 10-04-2018 |
| Project No. | 18-131 |
| Sheet | 1 of 3 |

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Plot Date: Oct 04, 2018 - 2:24pm Plotted By: mlaco
File Name: P:\2018\18131\Drawings\Preliminary\18131-Prelim Eng.dwg

EXHIBIT

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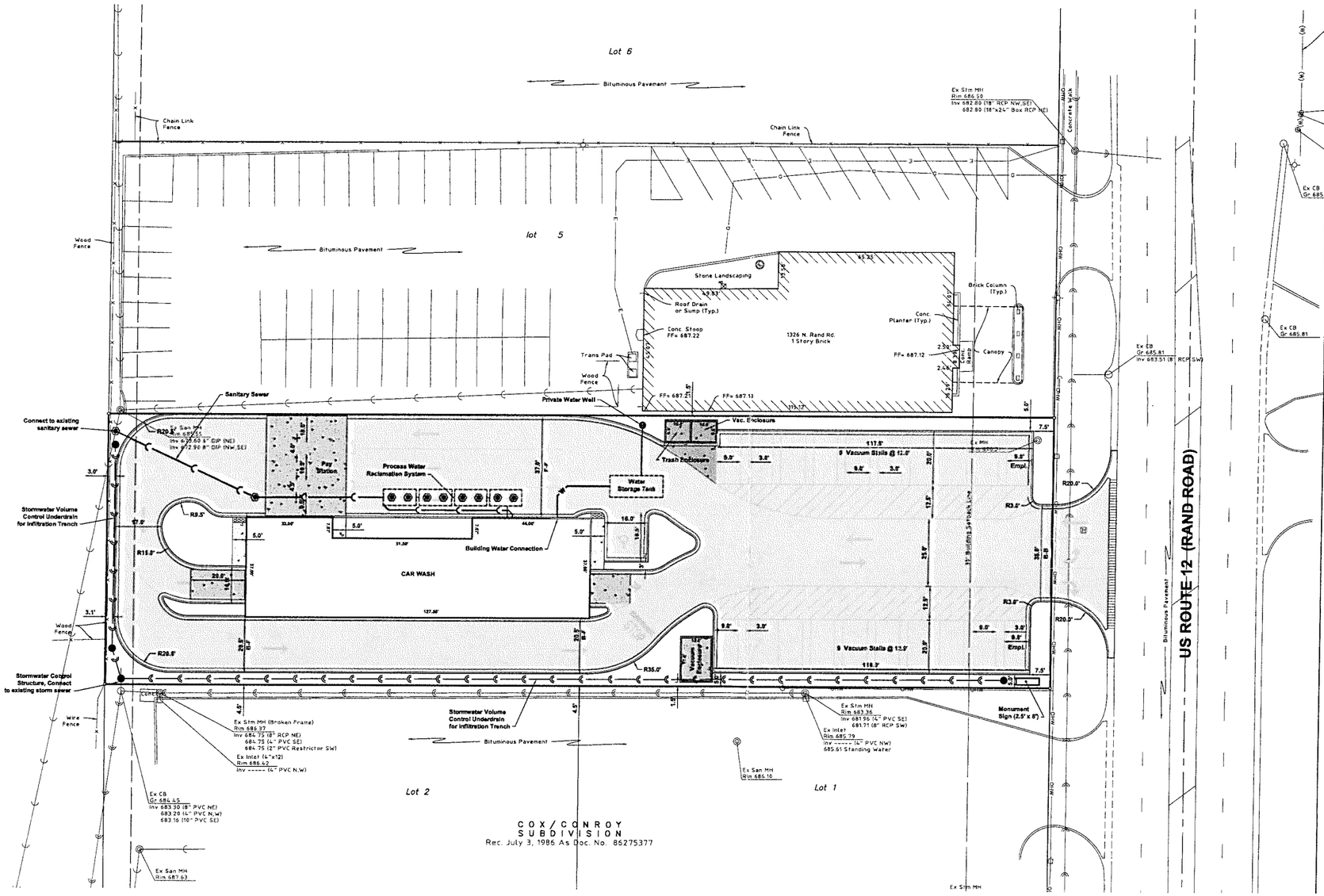
B3




NORTH

10 0 20

Scale: 1" = 20'

## IMPERVIOUS COVERAGE CALCULATIONS

LOT AREA = 35,005

| EXISTING | | PROPOSED | |
|---|---|---|---|
| BUILDING | - | BUILDING | 4,322 |
| PAVEMENT / CURB | 32,495 | PAVEMENT / CURB | 23,341 |
| CONCRETE PAD / WALK AREAS | - | CONCRETE PAD / WALK AREAS | 2,996 |
| TOTAL IMPERVIOUS | 32,495 | TOTAL IMPERVIOUS | 29,669 |
| PERVIOUS | | PERVIOUS | 5,336 |
| % IMPERVIOUS | 92.89% | % IMPERVIOUS | 84.70% |
| | | NET DECREASE | 2,826 |

**PAVING LEGEND**

**Standard Pavement**
-1 1/2" Hot Mix Asphalt Surface Course, Mix D, N50
-1 1/2" Hot Mix Asphalt Binder Course, IL-19, N50
-10" CA-6 Crushed Aggregate Base Course

**Concrete Pay Station, Wash Aprons, & Vacuum Pads**
-6" Portland Cement Concrete
-8" CA-6 Crushed Aggregate Base Course

**Concrete Sidewalk**
-5" Portland Cement Concrete
-4" CA-6 Crushed Aggregate Base Course

**DIMENSION LEGEND**

B-B Back of Curb to Back of Curb

F-F Face of Curb to Face of Curb

E-E Edge of Pavement to Edge of Pavement

**NOTES:**

1. All dimensions are to back of curb, face of wall and face of building unless otherwise noted.
2. Refer to Plat of Subdivision for additional lot information.

| No. | Revision | Date |
|---|---|---|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consulting engineers • land surveyors
100 East State Parkway, Schaumburg, IL 60173 Tel: 847.394.6600 Fax: 847.394.6608
Illinois Professional Design Firm License No. 184.003152
www.haegerengineering.com


# PRELIMINARY SITE AND ENGINEERING PLAN

## EVERWASH CAR WASH FACILITY
## 1326 N. RAND ROAD
PROSPECT HEIGHTS, ILLINOIS

| | |
|---|---|
| Project Manager: | M L A |
| Engineer: | M L A |
| Date: | 10-04-2018 |
| Project No. | 18-131 |
| Sheet | 1 of 1 |

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Plot Date: Oct 04, 2018 - 2:24pm Plotted By: mike-s
File Name: P:\2018\18131\Drawings\Preliminary\18131-Prelim Eng.dwg

EXHIBIT
B4

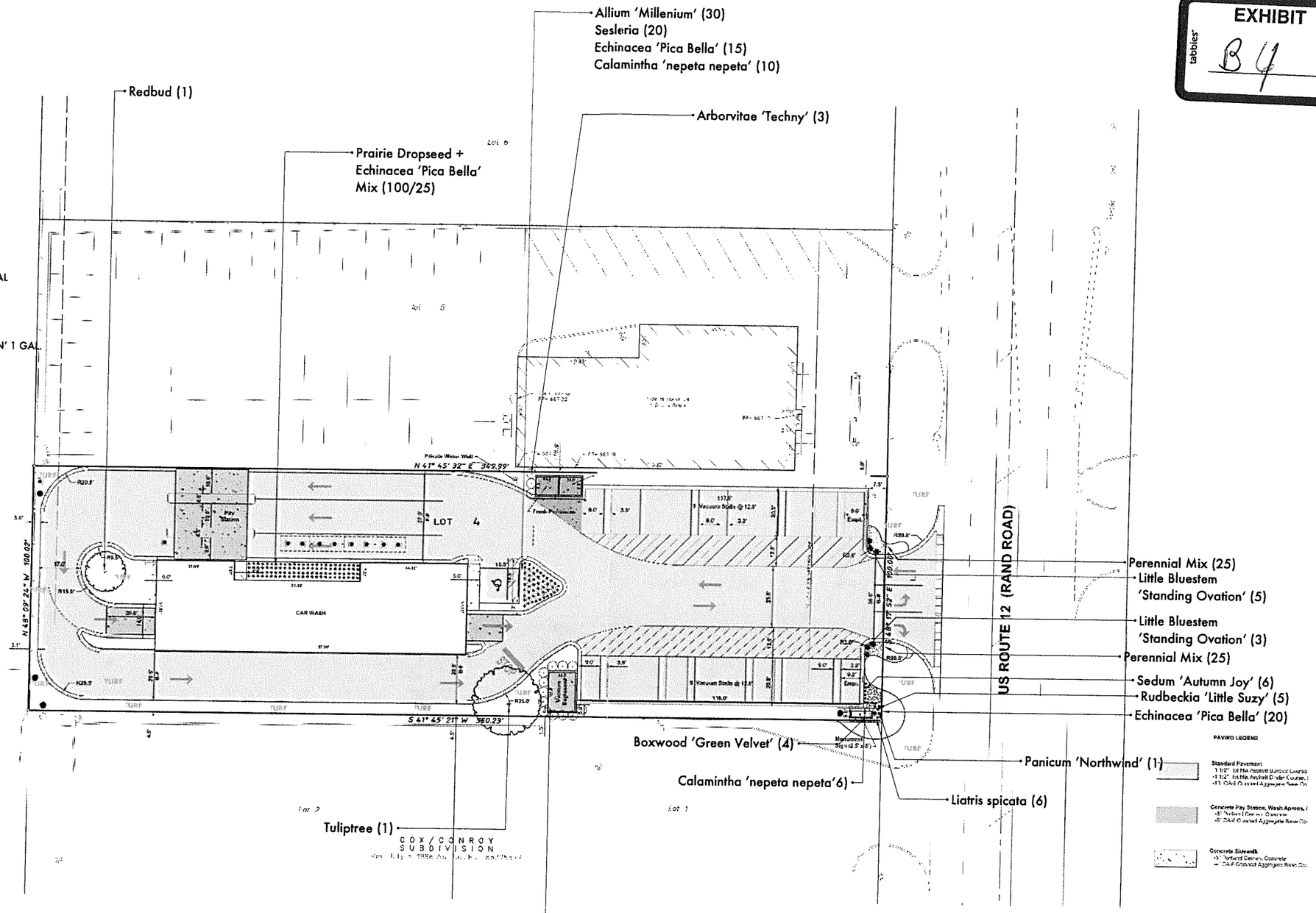
## PLANT SCHEDULE

1 / TULIPTREE 3"
1 / EASTERN REDBUD 10' CLUMP
15 / ARBORVITAE 'TECHNY' 8'

4 / BOXWOOD 'GREEN VELVET' 24"

1 / PANICUM 'NORTHWIND' 1 GAL.
16 / CALAMINTHA 'NEPETA NEPETA' 1 GAL
30 / ALLIUM 'MILLENIUM' 1 GAL.
60 / ECHINACEA 'PICA BELLA' 1 GAL.
100 / PRAIRIE DROPSEED 1 GAL.
5 / RUDBECKIA 'LITTLE SUZY' 1 GAL.
8 / LITTLE BLUESTEM 'STANDING OVATION' 1 GAL.
6 / LIATRIS SPICATA
6 / SEDUM 'AUTUMN JOY' 1 GAL.
50 / SUN PERENNIAL MIX

MULCH BEDS /
TURF AREAS /




PAVING LEGEND

Standard Pavement
Concrete Pay Station, Wash Aprons
Concrete Sidewalk

DIMENSION LEGEND

B-B Back of Curb to Back of Curb
F-F Face of Curb to Face of Curb
E-E Edge of Pavement to Edge of Pavement

IMPERVIOUS COVERAGE CALCULATIONS

LOT AREA 35,005

| EXISTING | | PROPOSED | |
|---|---|---|---|
| BUILDING | - | BUILDING | 1,522 |
| PAVEMENT / CURB | 32,195 | PAVEMENT / CURB | 29,341 |
| CONCRETE PAD / WALK AREAS | | CONCRETE PAD / WALK AREAS | 2,605 |
| TOTAL IMPERVIOUS | 32,195 | TOTAL IMPERVIOUS | 29,652 |
| PERVIOUS | | PERVIOUS | 5,353 |
| % IMPERVIOUS | 92.02% | % IMPERVIOUS | 84.70% |
| | | NET DECREASE | -2,826 |

NOTES:
1. All dimensions are to back of curb, face of wall and face of [illegible] unless otherwise noted.
2. Refer to Plan of Subdivision for additional information.

RECEIVED
CITY OF PROSPECT HEIGHTS
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fingers LANDSCAPE SERVICES, INC

CLIENT
Everwash
1326 N. RAND ROAD
PROSPECT HEIGHTS, IL

ISSU
10/4

RE-ISSUE
<ReIssueDate>

SCALE
1"=20'

PROJECT
New Construction

DRAWING
Planting Plan

DRAWN BY
BJL

1

EVERCLEAN

EVERCLEAN CW LLC
623 MEADOW CT.
ELK GROVE VILLAGE, IL 60007

EXHIBIT
tabbies
2

October 4, 2018

Dan Peterson
Director Building & Development
City of Prospect Heights
8 N Elmhurst Rd
Prospect Heights, IL 60070

Re: New development at 1326 N. Rand Road, Prospect Heights, IL 60070

Dear Mr. Peterson:

First off, thank you for all your time and consideration so far and helping us reach this point. We are now pleased to formally present this potential development in Prospect Heights!

After surveying real estate within Prospect Heights for the past two years, we have concluded that the vacant lot located at 1326 N. Rand Road would make a great new home for us.

We would like to replace this vacant lot with Everclean, a state-of-the-art and environmentally-sensitive car wash facility that employs local labor for the benefit of the community. As repeat operators, we are proud of vibrant locations in Lake in the Hills, Bartlett, and St. Charles, where it received the 2016 Civic Image Award from the St. Charles Chamber of Commerce.

Needless to say, this is atypical for a car wash. The facility is constructed with modern design and branding while also providing world-class customer service. Our business model focuses on unlimited members whose cars that are ALWAYS clean. From our experience, this creates an overall lift for the roads, parking lots, and driveways of the neighborhood.

In order to make this property feasible for our use, we are requesting:
1) a Special Use Permit in accordance with Ordinance Section 5-7-3C
2) and we kindly request an Appearance Review per Ordinance Chapter 14.

Submitted with this letter are the requested plans, application, and fees. In addition, please find the traffic study of our busiest site below in Appendix A.

We hope you would kindly consider Everclean as a use for 1326 N. Rand Road.

Sincerely,

Thomas Kim
Manager

RECEIVED
CITY OF PROSPECT HEIGHTS
2018 OCT 12 PM 12:21

EVERCLEAN CW LLC
623 MEADOW CT.
ELK GROVE VILLAGE, IL 60007

## APPENDIX A: HISTORICAL TRAFFIC DATA

| | CARS WASHED | MEMBERS | % MEMBERS | CARS PER HOUR |
|---|---|---|---|---|
| 3-Feb | 381 | 300 | 79% | 27.2 |
| 10-Feb | 535 | 474 | 89% | 38.2 |
| 17-Feb | 508 | 354 | 70% | 36.3 |
| 24-Feb | 353 | 309 | 88% | 25.2 |
| **AVG SATURDAY** | **444.25** | **359.3** | **81%** | **31.7** |

Table 1. Lake in the Hills February 2018 Car Counts

Saturdays are our busiest days. When reviewing historical car counts at Lake in the Hills, IL, we observe that a busy Saturday averages 444 cars over 14 hours, or 31 cars per hour. Table 2 shows the breakdown by hour of our busiest Saturday on February 10th. The maximum for that day was 85 cars during 3:00-3:59pm.

Our customer car wash patterns are different than most other car washes because we're mainly membership driven. 81% of our car wash counts are unlimited members. This means members do NOT try to time washes with the weather since they can wash whenever they want. They especially avoid the busiest days with the lines. Therefore, we don't see the same levels of peaks and valleys as other car washes. Our slow days are not as slow and our busy days are not as busy. Additionally, when members do visit, they do not create significant queue delays as there is no payment processing required. They go through our "members only" lane with an RFID tag, much like I-pass Tolls.

EVERCLEAN CW LLC
623 MEADOW CT.
ELK GROVE VILLAGE, IL 60007

| TIME | CARS WASHED | MEMBERS |
|---|---|---|
| 00:00-00:59 AM | 0 | 0 |
| 01:00-01:59 AM | 0 | 0 |
| 02:00-02:59 AM | 0 | 0 |
| 03:00-03:59 AM | 0 | 0 |
| 04:00-04:59 AM | 0 | 0 |
| 05:00-05:59 AM | 0 | 0 |
| 06:00-06:59 AM | 0 | 0 |
| 07:00-07:59 AM | 6 | 5 |
| 08:00-08:59 AM | 4 | 3 |
| 09:00-09:59 AM | 15 | 12 |
| 10:00-10:59 AM | 20 | 20 |
| 11:00-11:59 AM | 43 | 37 |
| 12:00-12:59 PM | 54 | 50 |
| 13:00-13:59 PM | 55 | 49 |
| 14:00-14:59 PM | 70 | 63 |
| 15:00-15:59 PM | 85 | 76 |
| 16:00-16:59 PM | 70 | 62 |
| 17:00-17:59 PM | 44 | 40 |
| 18:00-18:59 PM | 24 | 19 |
| 19:00-19:59 PM | 32 | 26 |
| 20:00-20:59 PM | 13 | 12 |
| 21:00-21:59 PM | 0 | 0 |
| 22:00-22:59 PM | 0 | 0 |
| 23:00-23:59 PM | 0 | 0 |

Table 2. February 10 Hourly Car Counts

tabbies

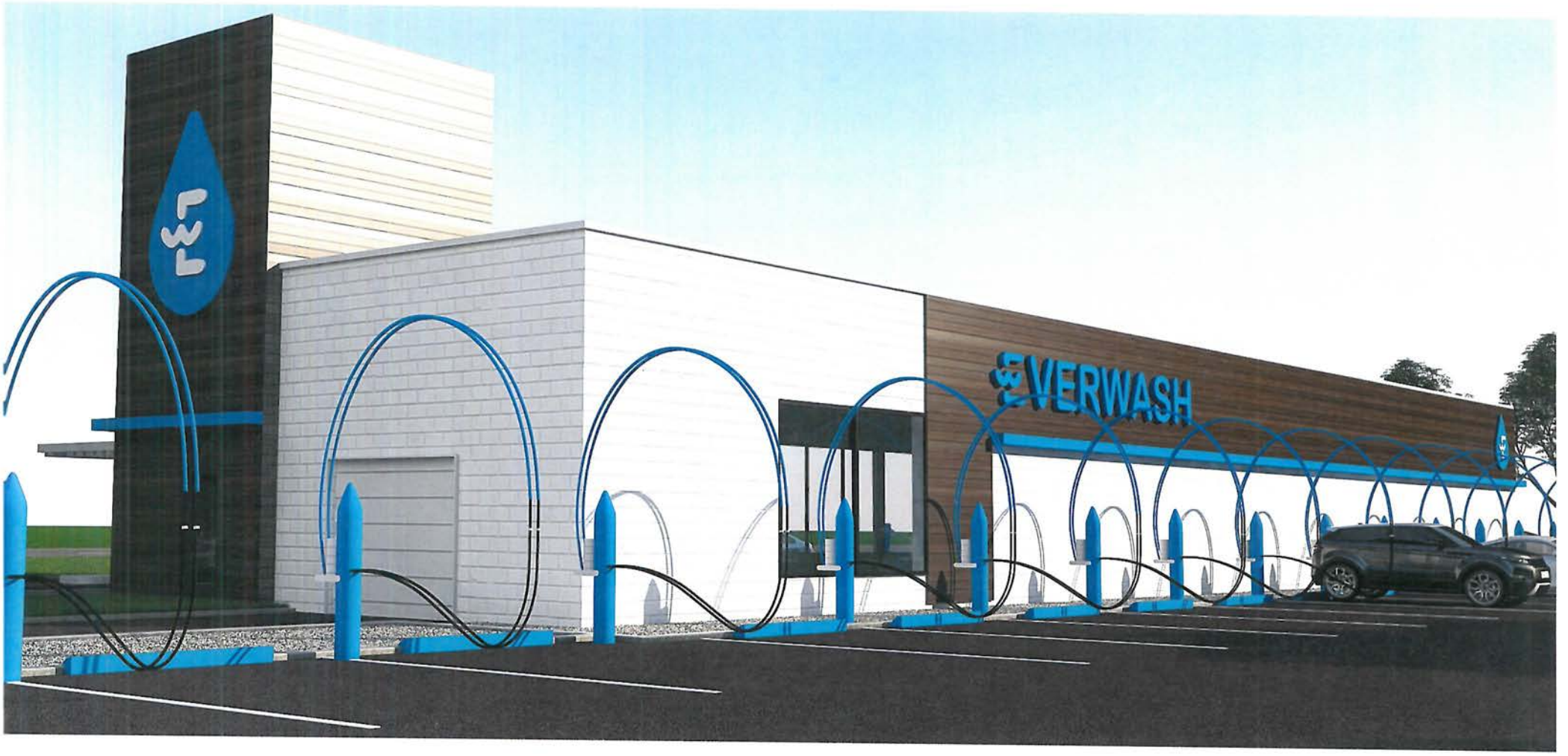
EXHIBIT

7

Pg 184

Pg 2 of 4

PB 3 of 4




P& 4 of 4

# 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: November 28, 2018

To: Mayor Helmer and City Council

Cc: Joe Wade, City Administrator

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

Subject: Ordinance #O-18-43 - Approving a Special Use Permit for a Sit Down Restaurant
1 E. Camp McDonald Rd., Prospect Heights, IL

**ISSUE:** Consideration of a Special Use Permit for a Sit Down Restaurant at 1 E. Camp McDonald Rd., Prospect Heights, IL 60070

**BACKGROUND:**

The PZBA opened a public hearing on October 25, 2018 and continued the hearing to November 15, 2018, to consider ZBA Case #18-14 SU, an application for a Special Use Permit to allow a sit down restaurant in the B-1 Retail Business District. The applicant, George Selis, is proposing a build out of an existing 3,600 square foot, vacant tenant space at 1 E Camp McDonald Rd. in the Prospect Heights Plaza shopping center. The restaurant will have seating for 40 patrons plus a dedicated kid's game room and a conference/meeting room that could hold up to 20 more patrons. The parking classification per code is Class #16, and based upon the definition to determine off-street parking the use would require fifteen (36) parking spaces. The current parking lot is legal non-conforming is deficient in the parking spaces. The City owned parking lot supports the shopping center parking and will provide parking for 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 sit down restaurant in the B-1 Retail Business District, without conditions. Staff concurs with the recommendation.

The applicant has requested a waiver of first reading.

**RECOMMENDATION:** Waiver of first reading and Approve an Ordinance #O-18-43 granting a Special Use Permit for a Sit Down Restaurant for 1 E. Camp McDonald Rd., Prospect Heights, IL 60070

**ORDINANCE NO. O-18-43**

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW A SIT DOWN RESTAURANT AT 1 E. CAMP MCDONALD ROAD, PROSPECT HEIGHTS, IL**

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

**WHEREAS**, George Selis, (Petitioner), has filed an application for a sit down restaurant at 1 E. Camp McDonald Road, Prospect Heights, Illinois (the "Property"); and

**WHEREAS**, the Plan Zoning Board of Appeals (PZBA) held a public hearings on October 25, 2018, and November 15, 2018 regarding said application; and

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

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

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

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

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

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

**PASSED** and **APPROVED** this 10th day of December 2018.

_____
Nicholas J. Helmer, Mayor

ATTEST:

_____
City Clerk

**AYES:**
**NAYS:**
**ABSENT:**

Published in pamphlet form: December 10, 2018

# City of Prospect Heights

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


## MEMORANDUM

Date: October 2, 2018

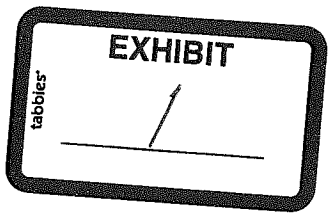
To: Danielle Dash – Chairman
Plan/Zoning Board Commissioners

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

Subject: ZBA Case No. 18-14 SU – 1 E. Camp McDonald Road
Special Use Permit for a sit down restaurant

Please be advised that a Special Use Permit is required for a sit down restaurant in a B-1 Retail Business District. The applicant, George Selis, is proposing a build out of an existing 3,600 square foot, vacant tenant space at 1 E. Camp McDonald Rd. The parking classification per code is Class #16, and based upon the definition to determine off-street parking, the gross area applicable is 3,600 sq. ft. and would require thirty-six (36)) parking spaces. The current parking lot is legal non-conforming and does not currently meet the required parking standards. A full building permit will be issued upon successful completion of the Special Use Permit process. The City Council will hear and consider an anticipated Beer/Wine License application. Any request for video gaming will be processed through the Illinois Gaming Board.

Thank you.




FOR OFFICE USE ONLY:
FEE PAID _____
RECIEIPT # _____
DATE _____
RECV'D BY _____
CASE # _____
MEETING DATE _____

**PLAN/ZONING BOARD OF APPEALS**
**APPLICATION**

Special use ($400)
Variation ($150)
Text Amendment ($300)

Map Amendment (Refer to Ord. 0-03-18)
Subdivision/PUD (Refer to Ord. 0-03-18)
Lot Consolidation (Refer to Ord. 0-03-18)
Appearance Review

**APPLICANT:** George Sellis
**ADDRESS:** 4407 Miller Dr
Glenview IL 60026

**PHONE:** 847-800-9019

**E-MAIL:** gsellis73@hotmail.com

**ADDRESS OF SUBJECT PROPERTY:** 1 E Camp McDonald Rd

**PROPERTY IS LOCATED IN THE** B1 **ZONING DISTRICT.**

**APPLICABLE SECTION OF ORDINANCE:** 5-7-2C

**DESCRIPTION OF REQUEST:** Special Use Permit for A Saloon Restrant

Are there any covenants, conditions, restrictions or floodplain issues concerning type of improvements, setbacks, area or height requirements, occupancy or use limitations, etc. placed on the property and now of record: YES_____ NO X
If yes, pelase describe: _____

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

The follow items MUST be sumitted at time of filling:

1. Application **(12 copies)**
2. Plat of **Survey (12 copies)** – must be drawn to scale and indicate the location of the proposed addition or construction and must contain the legal description of the property, along with additional information to support the application. **(12 copies)** *Note - please include one copy for file no longer than 11x17.
3. Proof of Ownership **(1 copy)**
4. Letter indicating Hardship **(for variations only 12 copies)**
5. Notice to Property Owners **(1 copy)**
6. List of Property Owners (1 copy) obtained from the **Wheeling Township Office, 1616 N. Arlington Heights Rd. Arlington Heights, IL 60004 – Tel.847-259-1515** of all properties lying within 350ft. of property line/subject's property once approved confirmation letter from the City of Prospect Heights is received.
7. Application Fee (cash or check made payable to: City of Prospect Heights)

10/11/18
Date:

Signature of Applicant

EXHIBIT
3

# NATIONAL SURVEY SERVICE, INC.

SURVEY NO. N-109469 STAKE — DATE: JULY 9, 1985
SOUTH LINE MONUMENTED — JULY 22, 1985
N-117668 LOCATION — MARCH 29, 1993
N-118498 LOCATION — MARCH 29, 1994
N-120130 LOCATION — JUNE 14, 1996
N-120513 ADDED SURVEYOR CERT. — DEC. 16, 1996
N-125531 LOCATION — APRIL 20, 2004

## ALTA/ACSM LAND TITLE SURVEY

## Plat of Survey

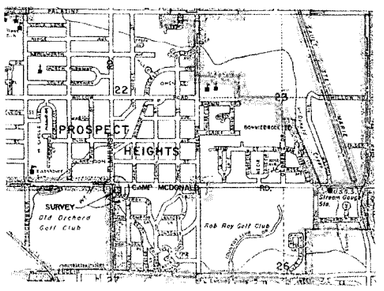
ALL OF BLOCK 4 IN SMITH AND DAWSON'S SEVENTH ADDITION TO COUNTRY CLUB ACRES PROSPECT HEIGHTS, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 13736697.

AREA = 61,307 SQUARE FEET OR 1.4074 ACRES

KNOWN AS: ONE EAST CAMP McDONALD ROAD, PROSPECT HEIGHTS, ILLINOIS

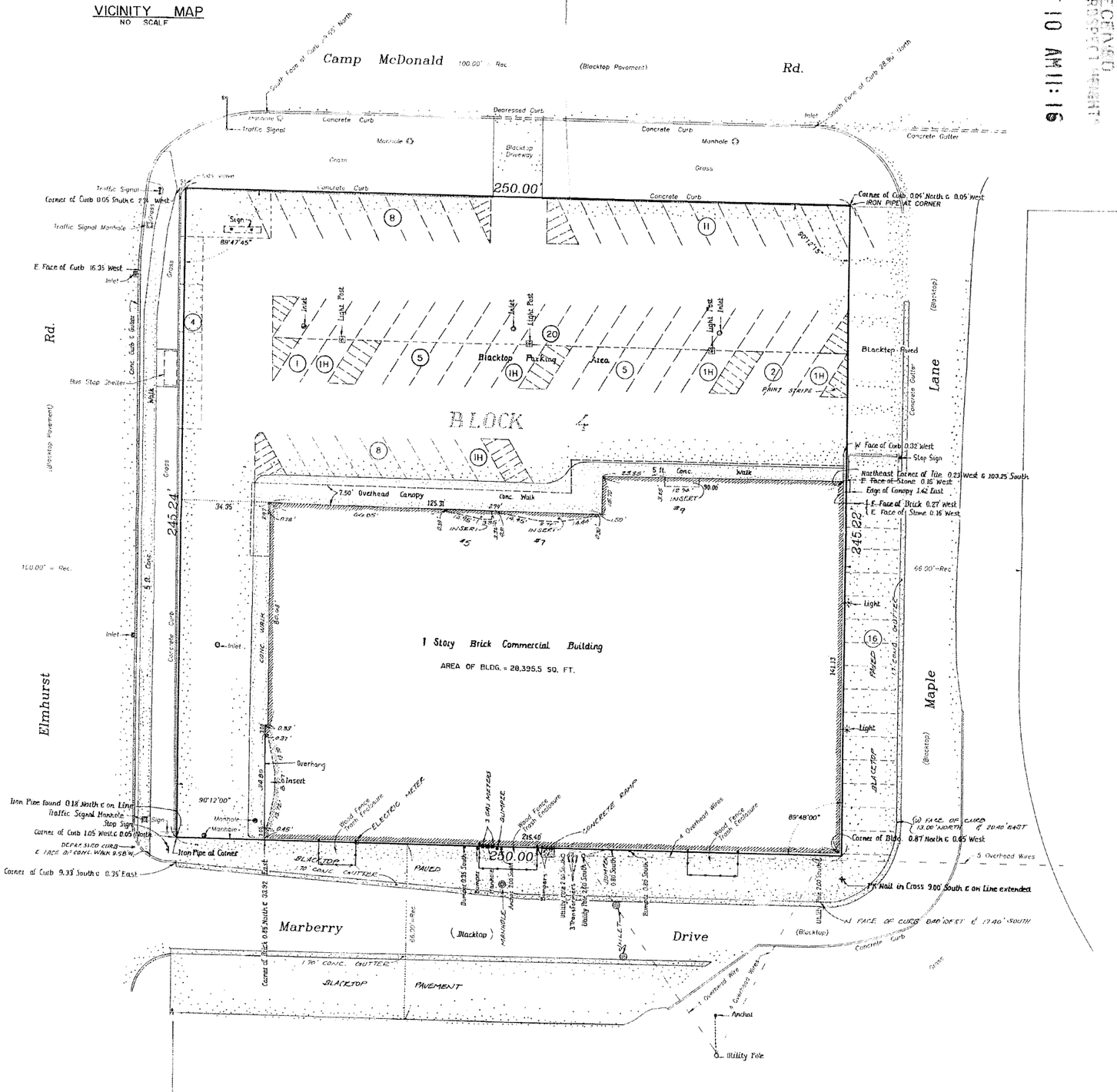
STAKE FOR: CROWLEY, BARRETT & KARABA

LOCATION FOR: INLAND REAL ESTATE CORPORATION




VICINITY MAP
NO SCALE

RECEIVED
VILLAGE OF PROSPECT HEIGHTS
2004 OCT 10 AM 11:15




(11) DENOTES REGULAR PARKING SPACES

(1H) DENOTES HANDICAPPED PARKING SPACES

TOTAL REGULAR PARKING SPACES ON PREMISES = 64
TOTAL HANDICAPPED PARKING SPACES = 5
TOTAL REGULAR STREET PARKING SPACES = 16

FLOOD HAZARD INFORMATION:

THE SUBJECT PROPERTY IS DESIGNATED AS ZONE "X" DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP (FIRM) FOR THE CITY OF PROSPECT HEIGHTS, ILLINOIS, COMMUNITY NO. 170919, PANEL NO. 0206, MAP NUMBER 17031C0206 F, WITH AN EFFECTIVE DATE OF NOVEMBER 6, 2000, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

IMPORTANT

NO DIMENSIONS SHOULD BE ASSUMED BY SCALE MEASUREMENTS UPON THIS PLAT

DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF, THUS: 4.57 MEANS 4 FEET AND .57 FEET, OR IN FEET AND INCHES, THUS 4'-6 1/2"

CONTRACTORS AND BUILDERS SHOULD BE NOTIFIED TO CAREFULLY TEST AND CONFIRM, ON THE GROUND, THE POINTS, MEASUREMENTS, ETC. AS NOTED ON THIS PLAT, AS TO THE STAKES, POINTS, ETC. GIVEN ON THE PROPERTY BEFORE BUILDING ON THE SAME, AND AT ONCE REPORT ANY SEEMING OR APPARENT DIFFERENCE BETWEEN THE SAME TO THE SURVEYORS THAT MISUNDERSTANDING OR DISPLACEMENT OF POINTS MAY BE CORRECTED BEFORE DAMAGE IS DONE

UTILITY DATA OTHER THAN PHYSICAL EVIDENCE VISIBLE ON THE GROUND IS SHOWN FROM RECORDS OBTAINED FROM PRIVATE AND PUBLIC SOURCES AS INDICATED AND SHOULD BE ASSUMED TO BE APPROXIMATE

© NATIONAL SURVEY SERVICE, INC. 2004 "ALL RIGHTS RESERVED"

NOTE: REFER TO "PROTECTIVE COVENANTS" CONTAINED IN THE PLAT OF SUBDIVISION ENTITLED SMITH AND DAWSON'S SEVENTH ADDITION TO COUNTRY CLUB ACRES, PROSPECT HEIGHTS, ILL., RECORDED MARCH 8, 1946 AS DOC.# 13736697 WITH REGARDS TO (BUT NOT RESTRICTED TO):

1) USE, CHARACTER, NUMBER, HEIGHT, SPECIFICATIONS OF PLANS, DESIGN AND LOCATION OF BUILDINGS, LOCATION AND CONSTRUCTION OF WATER WELLS AND DISPOSAL SYSTEMS, AND THAT NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON SAID PREMISES, NOR SHALL THERE BE ANY CHICKENS, DUCKS, GEESE OR SIMILAR FOWL OR HOGS, CATTLE, HORSES OR GOATS RAISED ON SAID PREMISES.

2) BUILDING SETBACK LINES AS SHOWN.

3) NO BUILDING SHALL BE BUILT NEARER THAN 10.00 FEET TO THE SIDE LOT LINES.

GRAPHIC SCALE

20 0 10 20 40 80

( IN FEET )
1 inch = 20 ft.

TO: FOSTER BANK;
WON SUN JUNG AND EUN HEE JUNG;
INLAND REAL ESTATE CORPORATION;
CHICAGO TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM AND NSPS IN 1999, AND INCLUDES ITEMS 1, 2, 3, 4, 7A, 7B-1, 8, 9, 10 AND 11A OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, NSPS AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT THE SURVEY MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE "MINIMUM ANGLE, DISTANCE, AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS WHICH CONTROL LAND BOUNDARIES FOR ALTA/ACSM LAND TITLE SURVEYS".

COMMITMENT NUMBER: 1401 006225048 D2

EFFECTIVE DATE: MARCH 26, 2004

DATE: APRIL 20, 2004

Robert M. Raimondi
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3579

ROBERT M. RAIMONDI 3579 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS CHICAGO, IL

MY LICENSE EXPIRES 11/30/2004

N-125531 LOCATION — APRIL 20, 2004
N-120513 ADDED SURVEYOR CERT. — DEC. 16, 1996
N-120130 LOCATION — JUNE 14, 1996
N-118498 LOCATION — MARCH 29, 1994
N-117668 LOCATION — MARCH 29, 1993
SOUTH LINE MONUMENTED — JULY 22, 1985
SURVEY NO. N-109469 STAKE — DATE: JULY 9, 1985

State of Illinois, County of Cook, } ss.

**We Hereby Cerlify** that we have surveyed the above described property in accordance with official records and that the above plat is a true representation of said survey. Dimensions are corrected to a temperature of 62° Fahrenheit. This professional service conforms to the current Illinois minimum standards for a boundary survey.

NATIONAL SURVEY SERVICE, INC.
PROFESSIONAL LAND SURVEYORS
30 S. MICHIGAN AVENUE, SUITE 200
CHICAGO, ILLINOIS 60603
TEL: 312-630-9480 FAX: 312-630-9484

BY Robert M. Raimondi
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3579

DRAWN BY: R.M.R.

LAND PROJECTS 3\N125531\5531.DWG CD-22

EXHIBIT

tabbies

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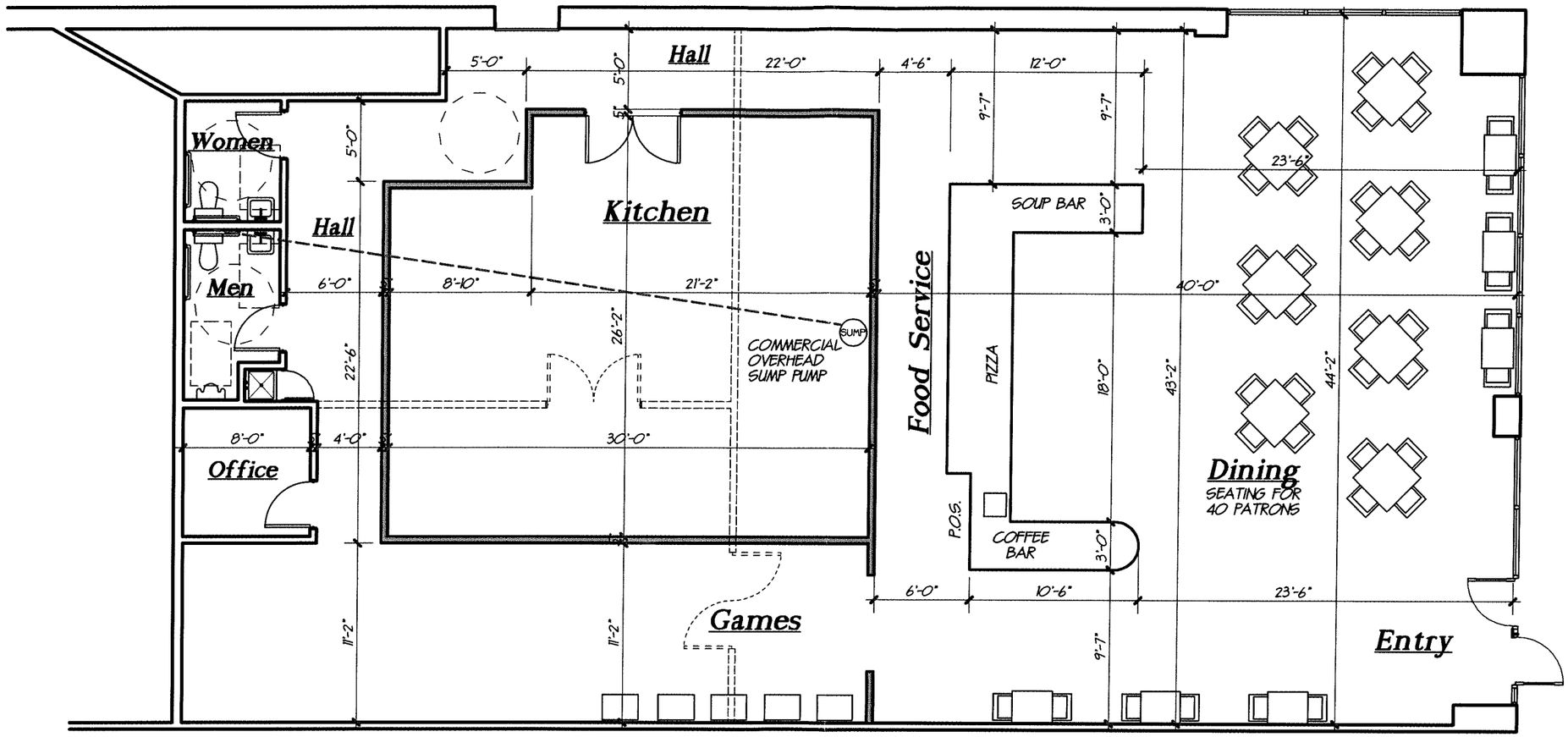



Wall Legend

- DEMO-WALL TO BE REMOVED PROVIDE TEMPORARY SUPPORT OR BRACING AS REQUIRED TO MAINTAIN STRUCTURAL INTEGRITY OF THE REMAINING BUILDING
- EXISTING WALL TO REMAIN PROTECT AND/OR REPAIR WALLS CEILING AND FLOOR AS REQUIRED
- NEW WALLS SEE PLAN AND CONSTRUCTION DETAILS FOR ASSEMBLY

## Floor Plan

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

North

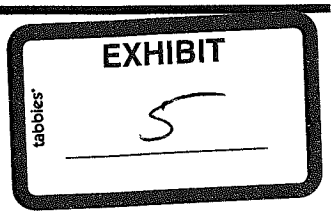
# Interior Renovation for Dining

## 1 E. Camp McDonald Road
## Prospect Heights - Illinois

09/16/2018

## Dan Peterson

**From:** George Sellis <GSellis73@hotmail.com>
**Sent:** Friday, October 19, 2018 3:08 PM
**To:** Dan Peterson
**Subject:** 1 E Camp




Susie's Café Hour's of operation will be weekdays from 8am to 10pm weekends from 8am to 12am. Morning from 8am to 10 am the focusing on coffee , donut, muffins, Danish and other breakfast items. Lunch and dinner we will be offering 6 to 8 home made soups bar as well as a pizza bar witch will be all you can eat as well as carry out. There will be 2 rooms 1 for kids pizza party room as well as a hi end conference room for corporate meets and lunch ins. There will be a few arcade games for the kids. On the opposite side there is room to put adult gaming for 21 and over, also for adults we will be offering beer and wine.

We believe this will be good place for community gathering place for family entertainment. Priced affordable for everyone with all you can eat soup and pizza bar. We own and operate business for over 27 years in Prospect Heights with 2 locations currently and believe this will be a great addition to the town

Thank you
George Sellis
Rocky's American Grill
Union Ale House
E:george@rockyvanders.com
C:847-800-9019

EXHIBIT
tabbies
7

# Zoning Review

| | |
|---|---|
| Date: | October 9, 2018 |
| Reviewer: | Daniel A. Peterson, Director of Building & Development |
| Applicant: | City of Prospect Heights |
| Subject Property: | 1 E. Camp McDonald Road |
| Application: | ZBA 18-14 SU |
| | Special Use Permit for Sit Down Restaurant in a B-1 District |
| Project: | Sit Down Restaurant |

Documents Reviewed:

A. Application prepared by George Selis
B. Plat of Survey dated April 20, 2004
C. Floor plan prepared by George Selis

**Professionally prepared kitchen plan and floor plan signed and sealed by an Illinois Licensed Design Professional are required.**

Applicable Zoning Code Sections: Special Uses: 5-10-9 and 5-7-2 C

| | |
|---|---|
| Current Zoning: | B-1 |
| Proposed: | B-1 |
| Current Use: | Vacant Retail Tenant Space |
| Proposed: | Sit Down Restaurant |
| Unit Area ±: | 3,600 sq. ft. |

**5-10-9: SPECIAL USES:**

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

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

**Response:** **The applicant, George Selis, has a lease interest in the space and has right to apply for the Special Use Permit.**

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

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

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

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

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

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

**Response:** **The sit down restaurant is consistent with similar uses in the shopping center and will not be reasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. The applicant is proposing to occupy a retail space that was previously the DomIT Furniture store. The applicant is proposing to operate the restaurant from 8:00 a.m. – 12:00 a.m.**

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

**Response:** **The special use for a sit down restaurant is consistent with similar sit down restaurants in the B-1 Retail Business District and will not diminish or impair property values with the community.**

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

**Response:** **The shopping center is an existing building and the use will occupy an existing vacant tenant space and will not impede the normal and orderly development and improvements of surrounding property for uses permitted in the district.**

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

**Response:** **The special use is for an existing vacant space and all improvements are currently provided.**

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

**Response:** **Complies. The existing access to the parking lot will remain unchanged.**

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

**Response:** **The special use application conforms to the applicable regulations of the B-1 Retail Business Zoning District. Be advised that the property was developed as a retail shopping center prior to the City becoming incorporated and the property is legal non-conforming related to parking. There is an existing parking deficiency. (Parking evaluation is attached to this review.)**

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

**Response:** **The property does lie within a floodplain. However, the property meets the requirements for storage, runoff control and floodwater retention.**

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

**Response:** **No additional conditions or restrictions are necessary for this application.**

## Conclusion:

The project meets both the general requirements and standards for a Special Use Permit for a sit down restaurant. The applicant shall submit a complete kitchen equipment plan and floor plan to determine occupancy of the facility.

The City Council will consider all applications for liquor licenses.

The State of Illinois will determine if video gaming shall be permitted.

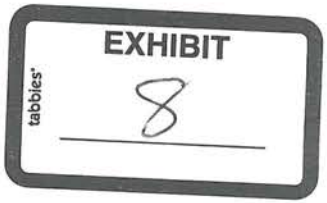
Prospect Heights Plaza Shopping Center
Parking Analysis

October 8, 2018

| Unit Number | Tenant/Use | Unit Sq. Ft. | Parking Classification | Parking/Use Ratio | Parking Required | Total Parking Provided | City Parking Lot |
|---|---|---|---|---|---|---|---|
| 1 | Vacant (Restaurant) | 3,600 | 16 | 10/1000 | 36 | | |
| 1B | Hair Snips | 1,764 | 10 | 6/1000 | 11 | | |
| 3 | Discount Beverage | 2,550 | 10 | 6/1000 | 16 | | |
| 5 | Dentist Office | 2,000 | 6 | 2 per exam room and 1/500 of waiting area | 5 | | |
| 7 | Mr. Kim's Furniture | 4,680 | 9 | 5/1000 | 24 | | |
| 9 | Deli 4 You | 12,600 | 6 | 6/1000 | 76 | | |
| | Mezzanine | 1,285 | 7 | 3/1000 | 4 | | |
| | | 28,479 | | | 172 | 92 (87 Reg. + 5 HC) 102 Available Spaces (Only 10 are leased to Deli 4 You | 44 (42 Reg. + 2 HC) 34 General Parking Total Available - 136 |

A. Parking is deficient by 70 spaces, 36 including all the the City parking lot.
B. The parking for the shopping center is probably legal non-conforming as the building and parking lot were constructed prior to the City adopting the current zoning codes.
C. Parking became deficient when the grocery store that proceeded Deli 4 You was approved
D. 8 parking spaces were added to the property after the the 2004 plat was drawn.





# Prospect Heights Plaza

1-9 East Camp McDonald Road
Prospect Heights, Illinois 60070

EXHIBIT
tabbies
9

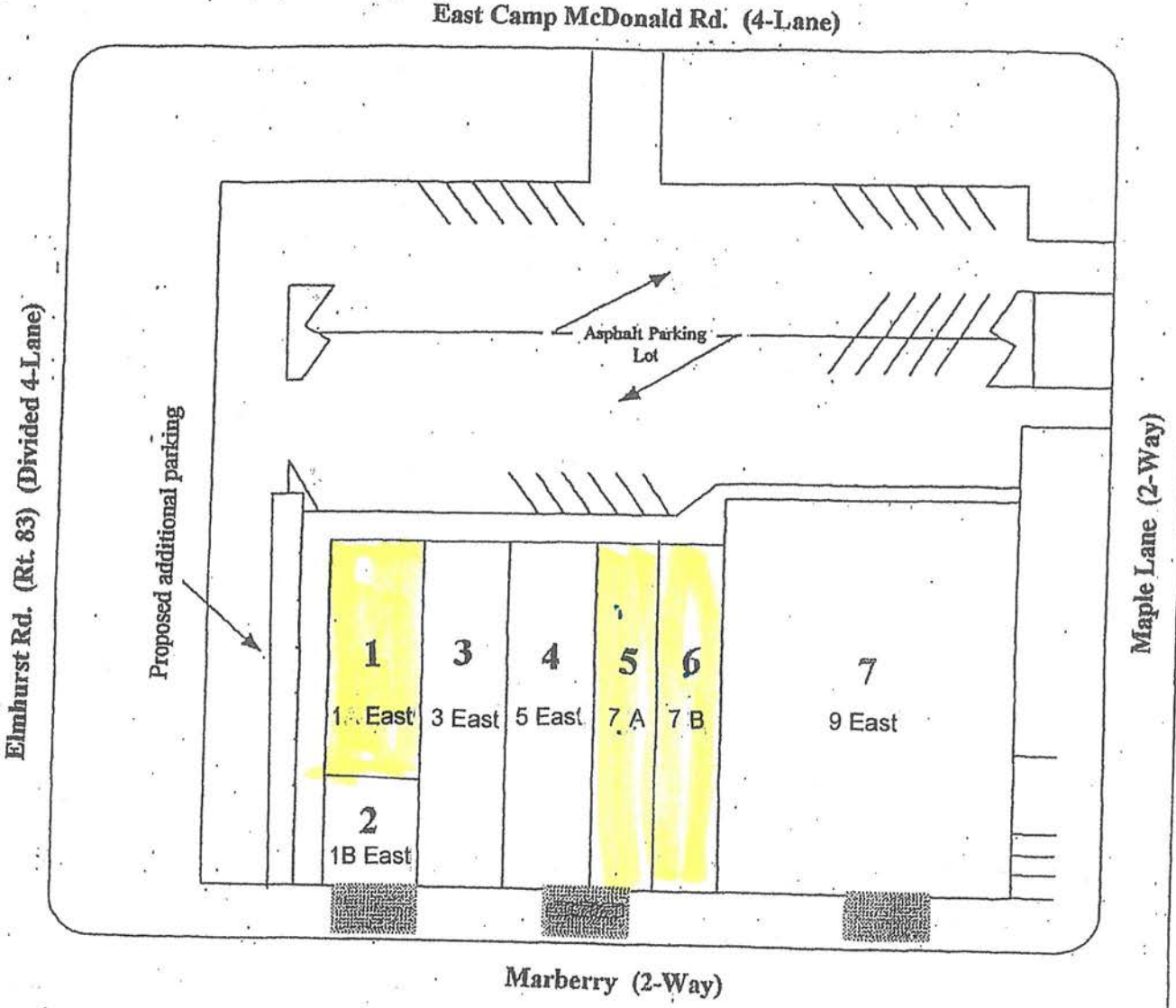
| Demographics | 1M | 2M | 3M |
|---|---|---|---|
| 2002 Population | 11,106 | 52,668 | 123,312 |
| 2002 Households | 4,585 | 20,627 | 47,294 |
| 2002 Average HH Income | $92,356 | $92,228 | $88,935 |

Traffic Count:
19,200 CPD Route 83
5,500 CPD Camp McDonald Road

## STORE LISTING

| | ADDRESS | sq-ft. | TENANT |
|---|---|---|---|
| 1. | 1 | 3,600 | Dom Itp Ltd. |
| 2. | 1B | 1,764<br>886 | HAIR SNIPS<br>BASEMENT AVAILABLE |
| 3. | 3 | 2,550 | DISCOUNT BEVERAGE |
| 4. | 5 | 2,000 | WILLIAM BECK, DDS |
| 5. | 7A | 2,340 | BOOKSTORE |
| 6. | 7B | 2,340 | BH RESTAURANT |
| 7. | 9 | 12,600<br>1,285 | DELI 4 YOU<br>MEZZANINE |

**TOTAL APPROXIMATE SQUARE FEET:**
**MAIN FLOOR: 28,479 sq ft.**




NORTH

HIGHLAND MANAGEMENT
May 10, 2006

75

EXHIBIT
tabbies
10

I PAUL JUNG give permission to George Sellis to speak on behalf of 1 E. Camp McDonald 3d. at zoning meeting on Oct. 25 2018 at 7:00pm

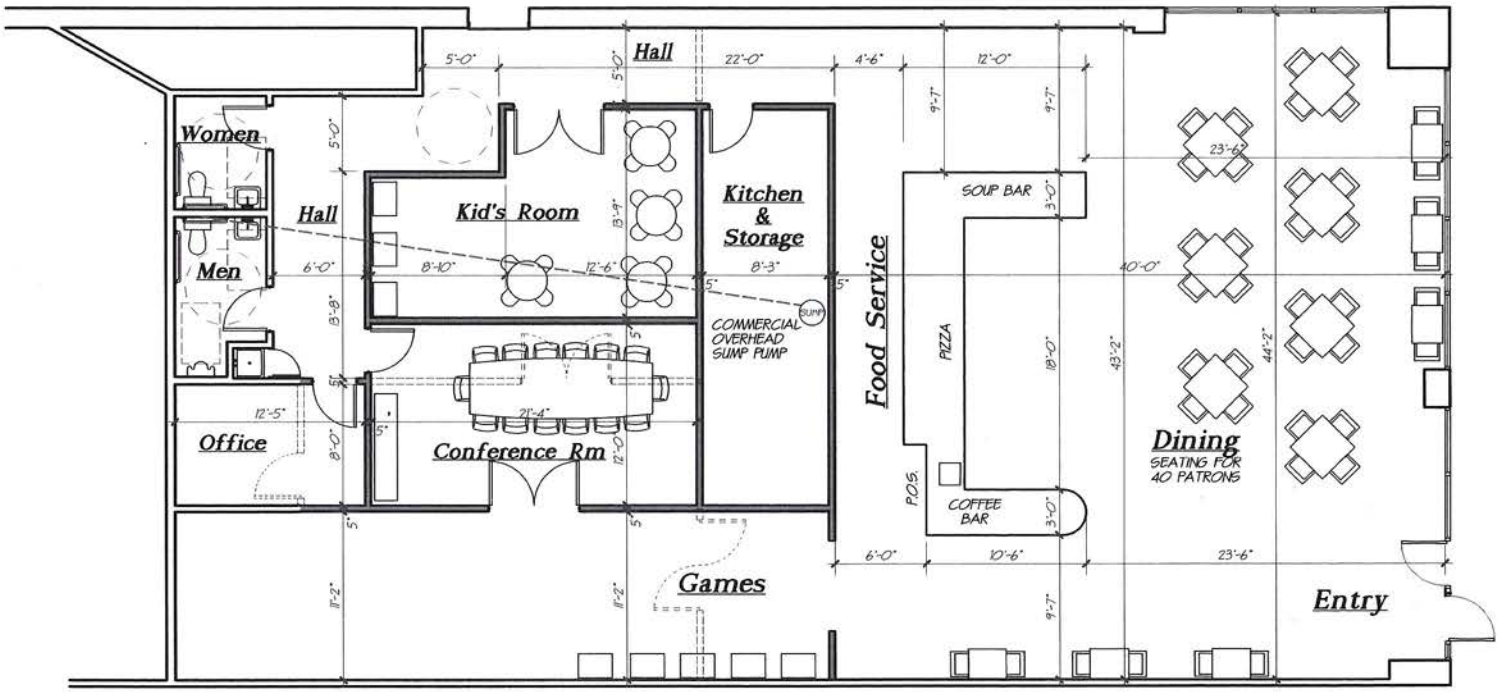
signature Paul Jung

date 10/18/18

2018 OCT 19 PM 3:01
RECEIVED

EXHIBIT

tabbies' 11




Wall Legend

DEMO-WALL TO BE REMOVED PROVIDE TEMPORARY SUPPORT OR BRACING AS REQUIRED TO MAINTAIN STRUCTURAL INTEGRITY OF THE REMAINING BUILDING

EXISTING WALL TO REMAIN PROTECT AND/OR REPAIR WALLS CEILING AND FLOOR AS REQUIRED

NEW WALLS SEE PLAN AND CONSTRUCTION DETAILS FOR ASSEMBLY

## Floor Plan

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

North

# Interior Renovation for Dining

## 1 E. Camp McDonald Road
## Prospect Heights - Illinois

11/02/2018

RECEIVED
CITY OF PROSPECT HEIGHTS
2018 NOV -5 PM 4:15

To: Mayor Helmer and Members of the City Council

From: Joe Wade, City Administrator

Subject: Resolution Authorizing Financial Management Services Renewal Agreement with Lauterbach and Amen, LLP

**Background:**
In April, 2017, Lauterbach and Amen was selected by the City Council to fill the City's financial management function. Since that time, their performance in meeting the City's financial management needs has been exemplary. Among important changes are: collections have increased in the areas of p-tickets, red light violations and vehicle licenses; regular monthly financial reporting has been routinized; and, budget procedures have been revised to eliminate inter fund service charges and the customary use of budget amendments. Additionally, Lauterbach and Amen completed a backlog of reconciliations, a 6-year MFT audit/reconciliation process and addressed Council requested system enhancements to the City's on-line payment system.

Because of the firm's level of performance, renewal terms are recommended to be incorporated into the previous services agreement.

**Analysis:**
Experience has given Lauterbach and Amen a better understanding of the needs of filling the City's financial management account. Consequently, proposed additional hours are included with the renewal terms. Please note the firm has also absorbed what previously were outside payroll services, as well as support services to the Police Department, which were previously administered by the assistant to the chief position, which remains unfilled.

Despite the additional service demands and hours, the City still realizes savings for financial management services in comparison with prior years. The attached "Finance Costs" sheet provides this cost comparison.

**Recommendation:**
Renewal of the agreement with Lauterbach and Amen under the proposed updated terms is recommended.

**Resolution R-18-46**
**Resolution Authorizing Renewal Agreement for Contracted Financial Management Services with Lauterbach and Amen**

**WHEREAS**, the City of Prospect Heights operates a Finance Department which is responsible for the overarching financial management of the City, encompassing a multitude of functions, including, but not limited to accounting, operational and capital budgeting, financial forecasting, utility billing, payroll management, tax levy preparation, special service area administration, audit preparation, banking and investment management, administration of debt portfolio, maintenance and preparation of financial statements and reports, special studies/policy recommendations, accounts receivable/payable management, Police Pension Fund administration, purchasing policies and controls, customer service initiatives and other assorted services; and

**WHEREAS**, these tasks have been successfully managed by Lauterbach and Amen since May, 2017; and

**WHEREAS**, the City of Prospect Heights has evaluated the service renewal proposal of Lauterbach and Amen, LLP, and has found it to meet the needs of the City and a fair value.

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

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

**SECTION TWO**: The City hereby authorizes the agreement with Lauterbach and Amen, LLP, subject to final approval by the City Attorney.

**PASSED and APPROVED this 10th day of December, 2018**

_____
Nicholas J. Helmer, Mayor

Attest:

_____
City Clerk

Ayes: _____

Nays: _____

Absent: _____

November 29, 2018

To the Honorable Mayor and Members of the City Council
City of Prospect Heights, Illinois
Prospect Heights, Illinois

Subject: Renewal of Lauterbach and Amen Contract 2019-2022

The current contract with Lauterbach and Amen is set to expire on November 30, 2018. During the past 18 months, we have provided accounting and financial services for the City. During that time, we have learned a lot about the City and its operations. Some of the major accomplishments include:

- Regular monthly financial reporting to the City Council and management including ongoing discussions of various operational topics
- Revised budget procedures to include workshops and presentations and eliminated inter fund service charges to more accurately reflect the City's results of operations
- Initiated and completed Series 2018 bond refunding with a net savings of $202,000
- Successful completion, without any findings, of a 6-year MFT audit along with the annual financial audits
- Improved collection procedures and increased revenue collected in FY18 by $125,000 (18%) for vehicle sticker sales and ordinance violations
- Assisted with preparation and passage of the City's Capital Improvement Plan and provided various funding options
- Initiated and continued ongoing collaboration between Finance and other City departments and the City Council

Our initial agreement was for $225,000 annually with a monthly cost of $18,750. Based on our actual results during this period, we found that the engagement has required 534.50 more hours of staff time than originally envisioned - an 18% overage with a cost of $40,500. After meeting with Administration to discuss the challenges of the past year and looking ahead, we propose to split the overage and absorb half of this cost. In analyzing the workload, we believe with careful planning, additional efficiencies and some changes in our processes and procedures, that we can absorb half of the overage. One of the changes planned is to assume responsibility for payroll services, currently provided by Pro Data.

As detailed in the attached proposal, the base fee under this renewal contract reflects an increase of 9%. This agreement is for 3.5 years with scheduled renewals to coincide with the City's fiscal year-end.

We are invested in our ongoing professional relationship and look forward to our partnership with the City to accomplish its strategic plans and goals.

Cordially,

Lauterbach + Amen LLP

LAUTERBACH & AMEN, LLP

Lauterbach & Amen, LLP
CERTIFIED PUBLIC ACCOUNTANTS

668 N. RIVER ROAD • NAPERVILLE, IL 60563
PHONE 630.393.1483 • FAX 630.393.2516
www.lauterbachamen.com

November 7, 2018

To the Honorable Mayor and Members of the City Council
City of Prospect Heights, Illinois
Prospect Heights, Illinois

We are pleased to confirm our understanding of the services we are to provide for the City of Prospect Heights, Illinois.

It is our understanding that Lauterbach & Amen, LLP will provide monthly accounting assistance for the City of Prospect Heights for the fiscal years ending April 30, 2019, April 30, 2020, April 30, 2021 and April 30, 2022 with the optional years of April 30, 2023 and April 30, 2024. Such assistance will be arranged between the City and Lauterbach & Amen, LLP and will be billed at the rates noted below. If for any reason this arrangement becomes unacceptable, it can be terminated by either party with 60 days written notice.

| Services Provided | For the 5 months Ended 4/30/2019 | For the Year Ended 4/30/2020 | For the Year Ended 4/30/2021 | For the Year Ended 4/30/2022 | For the Optional Year Ended 4/30/2023 | For the Optional Year Ended 4/30/2024 |
|---|---|---|---|---|---|---|
| Monthly Accounting | $21,065 Monthly | $21,486 Monthly | $21,916 Monthly | $22,354 Monthly | $22,801 Monthly | $23,257 Monthly |
| Payroll Services | $500 Monthly | $510 Monthly | $520 Monthly | $530 Monthly | $540 Monthly | $550 Monthly |
| **Total Fees** | $ 107,825 | $ 263,952 | $ 269,232 | $ 274,608 | $ 280,092 | $ 285,684 |

These services cannot be relied upon to detect errors, irregularities, or illegal acts that may exist. However, we will inform you of any such matters that may come to our attention.

Please indicate your acceptance of the above understanding by signing below. If your needs change, the nature of our services can be adjusted accordingly.

Cordially,

Lauterbach & Amen LLP

LAUTERBACH & AMEN, LLP

RESPONSE:

This letter correctly sets forth the understanding of the City of Prospect Heights:

Accepted by: _____

Title: _____

CITY OF PROSPECT HEIGHTS
FINANCE COSTS

| | | | | | | | *Cumulative Savings* |
|---|---|---|---|---|---|---|---|
| Annual Savings | 72,634 | 65,999 | 48,749 | 51,287 | 53,893 | | 292,562 |

| | actual | | | projected | | | | |
|---|---|---|---|---|---|---|---|---|
| **Finance costs - PRE L&A** | 4.30.15 | 4.30.16 | 4.30.17 | 4.30.18 | 4.30.19 | 4.30.20 | 4.30.21 | 4.30.22 |
| Salaries and Benefits | | | | | | | | |
| Finance Director | 214,942 | 215,227 | 187,455 | 192,141 | 196,945 | 201,869 | 206,915 | 212,088 |
| Finance Analyst | 68,998 | 79,539 | 94,509 | 96,872 | 99,294 | 101,776 | 104,321 | 106,929 |
| Police dept. staff (10 hrs/mo) | 2,700 | 2,750 | 2,800 | 2,870 | 2,942 | 3,015 | 3,091 | 3,168 |
| Outside Payroll Service | 5,200 | 5,300 | 5,620 | 5,750 | 5,894 | 6,041 | 6,192 | 6,316 |
| | 291,840 | 302,816 | 290,384 | 297,634 | 305,074 | 312,701 | 320,519 | 328,501 |

| **Finance costs - L&A** | 4.30.15 | 4.30.16 | 4.30.17 | 4.30.18 | 4.30.19 | 4.30.20 | 4.30.21 | 4.30.22 |
|---|---|---|---|---|---|---|---|---|
| Initial Contract 6/1/17-11/30/18 | - | - | - | 225,000 | 131,250 | | | |
| Renewal 12/1/18 - 4/30/22 | | | | | 107,825 | 263,952 | 269,232 | 274,608 |
| | - | - | - | 225,000 | 239,075 | 263,952 | 269,232 | 274,608 |

To: Joe Wade, City Administrator

From: Peter P. Falcone, Assistant to the City Administrator PPF

Subject: FlexSource Services Third Party Service Agreement for Health Reimbursement Account

Date: December 5, 2018

**BACKGROUND:**
The City of Prospect Heights is a member of the (NSEBC) North Suburban Employee Benefit Cooperative which provides health, dental, and vision insurance benefits to our employees. As cost savings measures, the NSEBC recently approved increases in out of pocket expenses and limits on therapy coverage. These cost savings measures have been viewed by the Police Sergeants and Patrol Officers Union as reductions in coverage. To address the union's concerns, the City has set-up a health reimbursement account to cover any reductions in coverage.

**FINANCIALLY:**
There will be a onetime setup fee of $400.00 and the monthly costs associated with the agreement will be $99.00 for the 22 employees covered by the health reimbursement plan.

A breakdown of the costs to implement are as follows:

| | |
|---|---|
| One Time Setup Fee - | $ 400.00 |
| Monthly Participant Fee ($4.50 x 22) - | $ 99.00 |
| Total Monthly Cost for first year | $ 132.33 |
| | |
| Annual Maintenance Fee - | $ 200.00 |
| Monthly Participant Fee ($4.50 x 22) - | $ 99.00 |
| Total Monthly Cost for following year | $ 116.00 |

**RECOMMENDATION:**
Staff recommends the Council approve Resolution R-18-47 authorizing a service agreement with FlexSource, LLC to provide third party administration of the City's 105 Health Reimbursement Plan.

**Resolution R-18-47**
**A Resolution Approving Agreement for Health Reimbursement Account**

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

**WHEREAS**, the City solicited proposals for a Third Party Administrator ("TPA") for a Health Reimbursement Account ("HRA"); and

**WHEREAS**, the City Council of the City of Prospect Heights finds that the City's current TPA, Flex Source, LLC, has effectively administered the City's flex spending program; and

**WHEREAS**, it is in the best interest of the City to approve an agreement with Flex Source, LLC for third party administration of the City's HRA; and

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Prospect Heights, Cook County, Illinois as follows:**

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

**SECTION TWO:** That the agreement (attached hereto as Exhibit A) with Flex Source, LLC for third party administration of the City's health reimbursement account is hereby approved and accepted.

**SECTION THREE:** That the Mayor, or his designee, is authorized to take all necessary steps to implement this Resolution.

**SECTION FOUR:** The City hereby authorizes the agreement with Flex Source, LLC subject to final approval by the City Attorney.

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

**PASSED AND APPROVED this 10th day of December, 2018.**

_____

Nicholas J. Helmer, Mayor

ATTEST:

_____

City Clerk

AYES: _____

NAYES: _____

ABSENT: _____

**Exhibit A**

**Agreement with Flex Source, LLC**

# FlexSource, LLC TPA Services Agreement

## RECITALS

**A.** City of Prospect Heights (EMPLOYER) has established certain employee benefit arrangements (collectively referred to as the "Program"), including the following: A health reimbursement arrangement plan (HRA) under Internal Revenue Code §105.

**B.** Some or all of the arrangements under the Program may be "welfare benefit plans" within the meaning of ERISA §3(1); some or all may be subject to requirements under the Code; and some or all may be subject to requirements under Health Care Reform.

**C.** Employer operates in multiple roles with respect to the Program. FlexSource, LLC (TPA) is in the business of assisting with the performance of various services related to employee benefit programs.

**D.** Employer has requested FlexSource, LLC to assist it, and act on its behalf, with respect to a variety of services, including making payment of certain benefits, and providing recordkeeping and other administrative services as described in this Agreement.

**E.**FlexSource, LLC may be considered a "business associate" under HIPAA with regard to one or more employee benefit plans or arrangements offered as part of the Program. To that extent, a separate agreement (referred to as "Business Associate Contract") exists between each of the employee benefit programs considered to be a "covered entity" for purposes of HIPAA and FlexSource, LLC (as business associate) to document compliance with HIPAA's privacy, security, and electronic data interchange (EDI) requirements.

In consideration of the mutual promises contained in this Agreement, Employer and FlexSource, LLC agree as follows:

### ARTICLE I. INTRODUCTION

**1.1 Effective Date and Term** The effective date of this Agreement is January 1, 2019 ("Effective Date"). The initial term shall be the initial plan year (2019); thereafter, this Agreement will renew automatically for successive periods of twelve (12) months unless this Agreement is terminated in accordance with the provisions of Section 7.8.

**1.2 Scope of Undertaking** Employer has sole and final authority to establish, maintain, control, and manage the operation of the Program. TPA is and shall remain an independent contractor with respect to the services being performed hereunder and shall not for any purpose be deemed an employee of Employer. Nor shall TPA and Employer be deemed partners, engaged in a joint venture or governed by any legal relationship other than that of independent contractor. TPA does not assume any responsibility for the general policy design of the Program, the adequacy of its funding, or any act or omission or breach of duty by Employer. Nor is TPA in any way to be deemed an insurer, underwriter, or guarantor with respect to any benefits payable under the Program. With respect to payment of benefits, TPA generally provides reimbursement services only and does not assume any financial risk or obligation with respect to claims for benefits payable by Employer under the Program. TPA does not intend to be the "named fiduciary," "plan sponsor," or "plan administrator" (as a party to such terms are described in ERISA, other applicable law, or the Program documentation) or assume any of the administrative duties or responsibilities commensurate with those designations. Unless required by applicable law, nothing in this Agreement shall be deemed to (a) render the TPA a party to the Program; (b) confer upon TPA any authority or control respecting management of the Program, authority or responsibility in connection with administration of the Program, or responsibility for the terms or validity of the Program; or (c) impose upon TPA any obligation to any employee of Employer or any person who is participating in the Program ("Participant") or otherwise entitled to benefits through the Program.

**1.3 Definitions" Agreement "** means this TPA Services Agreement , including all Appendices hereto.

**"Appendix"** or **"Appendices"** means one or more appendices to this Agreement, which are incorporated by reference into and form part of this Agreement.

**"Business Associate Contract"** means any separate agreement entered into between one or more employee benefit plans or arrangements under the Program and the TPA (as business associate) to document compliance with HIPAA's privacy, security, and electronic data interchange (EDI) requirements.

**"COBRA"** means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including regulations thereunder.

**"Code"** means the Internal Revenue Code of 1986, as amended, including regulations thereunder.

**"Eligibility Reports"** have the meaning described in Section 2.3.

**"Employer"** has the meaning given in the Recitals and refers to the Employer in its various roles, including Named Fiduciary, Plan Administrator, and Plan Sponsor.

**"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended, including regulations thereunder.

**"Effective Date"** has the meaning given in Section 1.1.

**"Electronic PHI"** or **"ePHI"** is a type of PHI and has the meaning assigned to such term under HIPAA.

**"Health Care Reform"** means the Patient Protection and Affordable Care Act (PPACA), as amended by the Health Care and Education Reconciliation Act of 2010 (HCERA), and as further amended from time to time, including regulations thereunder.

**"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, as amended, including regulations thereunder.

**"Named Fiduciary"** means the named fiduciary as defined in ERISA §402(a)(1).

**"Participant"** has the meaning given in Section 1.2.

**"Plan"** means the portion of the HRA Program through which benefits are provided.

**"Plan Administrator"** means the administrator as defined in ERISA §3(16)(A).

**"Plan Sponsor"** means the Employer.

**"Program"** has the meaning given in the Recitals and refers to the Plans collectively.

**"Protected Health Information"** or **"PHI"** has the meaning assigned to such term under HIPAA.

**"TPA"** has the meaning given in the Recitals.

## ARTICLE II. EMPLOYER RESPONSIBILITIES

**2.1 Sole Responsibilities**

*(a) General.* Employer has the sole authority and responsibility for the Program and its operation, including the authority and responsibility for establishing, administering, construing, and interpreting the provisions of the Program and making all determinations thereunder. Employer gives TPA the authority to act on behalf of Employer in connection with the Program, but only as expressly stated in this Agreement or as mutually agreed in writing by Employer and TPA. All final determinations as to a Participant's entitlement to Program benefits are to be made by Employer, including any determination upon appeal of a denied claim for Program benefits. Employer is considered the Plan Administrator and Named Fiduciary of the Program benefits for purposes of ERISA.

*(b) Responsibilities.* Without limiting Employer's responsibilities described herein, it shall be Employer's sole responsibility (as Plan Administrator) and duty to ensure compliance with COBRA; perform required nondiscrimination testing; amend the Plans as necessary to ensure ongoing compliance with applicable law; file any required tax or governmental returns (including Form 5500 returns) relating to the Plans; collect and forward any fees related to the Programs; determine if and when a valid election change has occurred; handle Participant claim appeals; execute and retain required Plan and claims documentation; and take all other steps necessary to maintain and operate the Plans in compliance with applicable provisions of the Plans, ERISA, HIPAA, the Code, Health Care Reform, and other applicable federal and state laws.

**2.2 Service Charges; Funding** Employer shall pay TPA the service charges set forth in the Appendices hereto, as described in Article V. Employer shall promptly make funds available for the payment of Program benefits as described in Article IV. It is the Employer's intent that the Program be operated to fall within an exception or non-enforcement policy with respect to ERISA's trust requirement for plan assets. To the extent TPA administers the remittance of fees or expenses for which Employer is responsible (e.g., certain fees under Health Care Reform), Employer shall promptly make funds available to the TPA for such remittance. Funds forwarded to TPA from Employer for the payment of Program benefits are not plan assets and are considered general assets of the Employer.

**2.3 Information to TPA** Employer shall furnish the information requested by TPA as determined necessary to perform TPA's functions hereunder, including information concerning the Program and the eligibility of individuals to participate in and receive Program benefits. Such information shall be provided to TPA in the time and in the manner agreed to by Employer and TPA. TPA shall have no responsibility with regard to benefits paid (or not paid) in error, or with regard to failure to timely provide required notices or other

communications, due to Employer's failure to timely update such information. From time to time thereafter, at least as frequently as necessary to enable employer and TPA to discharge their respective responsibilities under applicable law, TPA shall provide Employer with updated reports summarizing the eligibility data provided by Employer ("Eligibility Reports") by electronic medium unless otherwise agreed by the parties. The Eligibility Reports shall specify the effective date for each Participant who is added to or terminated from participation in the Program. Employer shall be responsible for ensuring the accuracy of its Eligibility Reports, and bears the burden of proof in any dispute with TPA relating to the accuracy of any Eligibility Report. TPA shall have no liability to Employer or any Participant as a consequence of an inaccurate Eligibility Report, and TPA shall not have any obligation to credit Employer for any claims expenses or administrative fees incurred or paid to TPA as a consequence of Employer failing to review Eligibility Reports for accuracy. TPA shall assume that all such information is complete and accurate, and is under no duty to question the completeness or accuracy of such information. With respect to any Plan subject to the HIPAA privacy rule, such Eligibility Reports shall be considered PHI, and when transmitted by or maintained in electronic media shall be considered ePHI, subject to the privacy and security rules under HIPAA and the applicable separate Business Associate Contract.

**2.4 Plan Documents** Employer is responsible for the Program's compliance with all applicable federal and state laws and regulations, including amending Plan documents as necessary to comply with applicable law changes and reflect changes to the benefit arrangements. Employer shall provide TPA with all relevant documentation, including but not limited to, the Program documents (attached hereto as Appendices) and any Program amendments. To the best of its ability, Employer will notify TPA of any changes to the Program at least thirty (30) days before the effective date of such changes. Employer acknowledges that TPA is not providing tax or legal advice and that Employer shall be solely responsible for determining the legal and tax status of the Program.

**2.5 Financial Responsibility for Claims** Employer is responsible for payment of claims made pursuant to, and the benefits to be provided by, the Program. TPA does not insure or underwrite the liability of Employer under the Program. Except for (a) expenses required for TPA to be in the business of providing services under this Agreement; and (b) expenses specifically assumed by TPA in this Agreement, Employer is responsible for all expenses incident to the Program.

**2.6 Medical Records** Employer shall, if required by law or regulation, (a) notify each Participant and provide each Participant with an opportunity to opt out (if required); or (b) obtain from each Participant such written authorization for release of any personal financial records and medical records in accordance with applicable state and federal law (including HIPAA and the Gramm-Leach-Bliley Act) to permit Employer and/or TPA to perform their obligations under this Agreement.

**2.7 HIPAA Privacy and Security** With respect to any arrangement under the Program that is subject to the HIPAA privacy rule, Employer shall provide TPA with certification that the applicable Plan document has been amended as required by the privacy rule to permit disclosures of PHI to Employer for plan administration purposes and that Employer agrees to the conditions set forth in applicable Plan documentation. Upon request, Employer will provide a copy of any applicable Plan amendments to TPA. Other aspects of the HIPAA privacy rule are reflected in the separate applicable Business Associate Contract.

## ARTICLE III. TPA RESPONSIBILITIES

**3.1 Limited Responsibilities** TPA's sole responsibilities shall be as described in this Agreement, including the obligations listed in any Appendix to this Agreement. TPA generally provides certain reimbursement, recordkeeping, and other administrative services, as described further below. The TPA will carry out its duties in accordance with the Plan documents and applicable law.

**3.2 Customer Service** TPA shall provide customer service personnel during normal business hours as determined by TPA (and consented to by Employer, which consent shall not be unreasonably withheld) by telephone and shall provide electronic administrative services ten (10) hours per day, five (5) days per week. TPA shall not be deemed in default of this Agreement, nor held responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, act of God, labor controversy, civil disturbance, disruption of the public markets, war or armed conflict, or the inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, or any change in or the adoption of any law, judgment, or decree.

**3.3 Benefit Processing and Payment** TPA shall, on behalf of Employer, operate under the express terms of this Agreement and the Program. TPA shall accept and process claims of Participants received by TPA for benefits under the Program in accordance with the terms and conditions, including timeframes, of the applicable Plan (as set forth in the Plan document) and applicable law. TPA shall initially determine if persons covered by the Program (as described in the Eligibility Reports) are entitled to benefits under the Program and shall adjudicate and pay Program benefits to Participants, as set forth in this Article III and Article IV, in accordance with Plan terms and in its usual and customary manner. Where a claim is not paid in full, TPA shall provide written denial notices in accordance with the terms and conditions, including timeframes, of the applicable Plan (as set forth in the Plan document) and applicable law. TPA shall have no duty or obligation with respect to claims incurred prior to the Effective Date ("Prior Reimbursement Requests"), if any, or Program administration (or other) services arising prior to the Effective Date ("Prior Administration"), if any, regardless of whether such services were/are to be performed prior to or after the Effective Date. Employer agrees that: (a) TPA has no responsibility or obligation

with respect to Prior Reimbursement Requests and/or Prior Administration; (b) Employer will be responsible for processing Prior Reimbursement Requests (including any run-out claims submitted after the Effective Date) and maintaining legally required records of all Prior Reimbursement Requests and Prior Administration sufficient to comply with applicable legal (e.g., IRS substantiation) requirements; and (c) Employer shall indemnify and hold TPA harmless for any liability relating to Prior Reimbursement Requests and/or Prior Administration.

**3.4 Bonding and Insurance Coverage** TPA has, and will maintain, a fidelity bond for all persons involved in collecting money or making claim payments, and all officers of TPA. This bond covers the handling of Employer's and Participants' money and must protect such money from losses by dishonesty, theft, forgery or alteration, and unexplained disappearance. Such bond shall be in an amount sufficient to at least satisfy the fidelity bonding requirement under ERISA §412 and any other applicable bonding requirement(s). TPA shall also maintain business liability coverage in the amount of at least $1 million. TPA shall provide proof of such bonding and business liability coverage upon Employer's request and shall notify Employer of any material changes, including change of carrier, change in amount of coverage, etc.

**3.5 Reporting** As permitted under, and in accordance with, a Business Associate Contract, TPA shall make available to Employer at least monthly via electronic medium (unless otherwise agreed by the parties) a master report showing the payment history and status of Participant claims and the amounts and transactions of Participant accounts during the preceding month. TPA shall also make available to Participants at least monthly via electronic medium a report showing individual payment history, status of claims, and the amounts and transactions of the individual accounts during the preceding month.

**3.6 Claims Appeals** TPA shall refer to Employer or its designee, for final determination, any claim for benefits or coverage that is appealed after initial denial by TPA or any class of claims that Employer may specify, including (a) any question of eligibility or entitlement of the claimant for coverage under the Program; (b) any question with respect to the amount due; or (c) any other appeal.

**3.7 Additional Documents** If Employer requests, and Employer and TPA mutually agree upon payment of applicable fees, then TPA shall furnish Employer with (a) sample documents to be reviewed by Employer with its legal counsel, for creation of customized documentation for the Program to be approved and executed by Employer, including board resolutions, summary plan descriptions (SPDs), plan documents and plan amendments (if any); and (b) sample administrative forms needed for TPA to perform its duties under this Agreement. Employer acknowledges that Employer is solely responsible for determining the legal and tax status of the Program.

**3.8 Recordkeeping** TPA shall maintain, for the duration of this Agreement , the usual and customary books, records and documents, including electronic records, that relate to the Program and its Participants that TPA has prepared or that have otherwise come within its possession. These books, records, and documents, including electronic records, are the property of Employer, and Employer has the right of continuing access to them during normal business hours at TPA's offices with reasonable prior notice. No documentation shall be destroyed by TPA. If this Agreement terminates, TPA shall deliver all such books, records, and documents to Employer, subject to TPA's right to retain copies of any records it deems appropriate. Employer shall be required to pay TPA reasonable charges for transportation of such records.

Provided, however, that upon termination of this Agreement, TPA must comply with the terms of the applicable separate Business Associate Contract with respect to the destruction or return of all PHI, including PHI that is in the possession of subcontractors or agents of TPA.

**3.9 Standard of Care; Erroneous Payments** TPA shall use reasonable care and due diligence in the exercise of its powers and the performance of its duties under this Agreement , provided that a higher standard of care will be exercised where required by applicable law. If TPA makes any payment under this Agreement to an ineligible person, or if more than the correct amount is paid, TPA shall promptly notify Employer and make diligent efforts to recover any payment made to or on behalf of an ineligible person or any overpayment. To the extent electronic payment cards are used, TPA shall follow the Plan language and applicable legal requirements regarding the efforts to be made. TPA will not be financially responsible for such erroneous payment, unless TPA would otherwise be financially responsible under another provision of this Agreement.

**3.10 Notices to Employer** TPA shall provide to Employer all notices (including any required opt-out notice) reflecting its privacy policies and practices as required by state and/or federal law (including HIPAA and the Gramm-Leach-Bliley Act).

**3.11 Non-Discretionary Duties; Additional Duties** TPA and Employer agree that, to the fullest extent permitted by applicable law, the duties to be performed under this Agreement by TPA are non-discretionary duties. TPA and Employer may agree to additional duties in writing as may be specified in an amendment to this Agreement, including amendment to any of the Appendices from time to time. With respect to any such additional duties, TPA and Employer agree that, to the fullest extent permitted by applicable law, any such additional duties shall be non-discretionary duties.

**3.12 Subcontractors** TPA may engage subcontractors to assist TPA in the performance of its obligations under this Agreement. Subcontractors may include, among others, vendors of debit card services. The Employer must be promptly notified of the initial engagement of a subcontractor and any subsequent material modifications to the subcontractor relationship, including changing subcontractors, discontinuing use of a subcontractor, and change in scope of subcontractor responsibilities. TPA guarantees the subcontractor's performance to the same degree as if the TPA provided the services directly. TPA will ensure that, if necessary, a Business Associate Contract is in place with respect to applicable services provided by a subcontractor.

## ARTICLE IV. BENEFIT PROGRAM PAYMENT; EMPLOYER'S FUNDING RESPONSIBILITY

**4.1 Payment of Benefits** Employer authorizes TPA to pay Program benefits by checks written (or other draft payment or debit) on one or more bank accounts established and maintained in the name of Employer for the payment of Program benefits. Each week or at such other interval as mutually agreed upon, TPA will notify Employer of the amount needed to pay approved benefit claims and Employer shall pay or transfer into the applicable bank account the amount needed for the payment of Program benefits. Employer shall enter into such agreements and provide instructions to its bank as are necessary to implement this Section 4.1. TPA shall have authority to provide whatever notifications, instructions, or directions as may be necessary to accomplish the disbursement of such Program funds to or on behalf of Participants in payment of approved claims.

**4.2 Funding of Benefits** Funding for any benefit payment to (or on behalf of) the Participants under the Program, including but not limited to, all benefits to Participants in accordance with the Program, is the sole responsibility of Employer. Employer agrees to accept liability for, and provide sufficient funds to satisfy, all payments to Participants under the Program, including claims for reimbursement for covered expenses as described in the applicable Plan documents, if such expenses are incurred and the claim is presented for payment during the term of this Agreement.

## ARTICLE V. TPA COMPENSATION

**5.1 Service Charges** The monthly service charges of TPA are described in the Appendices. TPA may change the amount of such charges by providing at least sixty (60) days written or electronic notice to Employer. TPA may also change the monthly service charges as of the date of any Program change.

**5.2 Billing of Charges** All service charges of TPA, whether provided for in this or any other Section, shall be billed separately from statements for payment of claims so that proper accounting can be made by Employer of the respective amounts paid for claims and for administrative expenses.

**5.3 Payment of Charges** All charges under this Article V shall be determined by TPA and billed to Employer monthly. Employer shall make payment to TPA within ten (10) business days of receipt of notice of the amount due, or such amount will automatically be deducted from the bank account maintained by Employer as described in Article IV.

**5.4 Compensation Disclosures** TPA shall disclose direct and indirect sources of compensation received by TPA, other than the items discussed above, attributable to this Agreement. Total compensation received by TPA for the performance of services under this Agreement, including direct and indirect sources of compensation, may not exceed what is considered to be "reasonable" for purpose of ERISA's prohibited transaction exemption for services provided to a plan.

## ARTICLE VI. Indemnification and Hold Harmless

**6.1 Indemnification by Employer** Employer shall indemnify TPA and hold it harmless from and against all loss, liability, damage, expense, attorney's fees, or other obligations resulting from, or arising out of, any act or omission of Employer in connection with the Program, or claim, demand, or lawsuit by Program Participants and beneficiaries against TPA in connection with benefit payments or services performed (or not performed) hereunder. In addition, Employer shall indemnify TPA and hold it harmless from and against any liability, expense, demand, or other obligation resulting from or arising out of any premium charge, tax, or similar assessment (federal or state), for which the Program or Employer is liable. Employer shall also have the indemnification obligation described in Section 3.3.

**6.2 Indemnification by TPA** TPA shall indemnify Employer and hold it harmless from and against all loss, liability, damage, expense, attorney's fees or other obligations resulting from, or arising out of, any act or omission of TPA in connection with the Program, or claim, demand, or lawsuit by Program Participants and beneficiaries against Employer in connection with benefit payments or services performed (or not performed) by TPA hereunder. In addition, TPA shall indemnify Employer and hold it harmless from and against any liability, expense, demand, or other obligation resulting from or arising out of any premium charge, tax, or similar assessment (federal or state), for which the TPA is liable.

## ARTICLE VII. GENERAL PROVISIONS

**7.1 Severability; Headings** If any term of this Agreement is declared invalid by a court, the same will not affect the validity of any other provision, provided that the basic purposes of this Agreement are achieved through the remaining valid provisions. The headings of Sections and subsections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**7.2 Compliance; Non-Waiver** Failure by Employer or TPA to insist upon strict performance of any provision of this Agreement will not modify such provision, render it unenforceable, or waive any subsequent breach. No waiver or modification of any of the terms or provisions of this Agreement shall be valid unless in each instance the waiver or modification is accomplished pursuant to the amendment provisions of Section 7.3.

**7.3 Assignment; Amendment** Neither Employer nor TPA can assign this Agreement without the other party's written consent, in which consent will not be unreasonably withheld. This Agreement may be amended only by written agreement of duly authorized officers of Employer and TPA.

**7.4 Audits** Each party shall be authorized to perform audits of the records of payment to all Participants and other data specifically related to performance of the parties under this Agreement upon reasonable prior written notice to the other. Audits shall be performed during normal working hours. Audits may be performed by an agent of either party provided such agent signs an acceptable confidentiality agreement. Each party agrees to provide reasonable assistance and information to the auditors. Employer acknowledges and agrees that if it requests an audit, it shall reimburse TPA for TPA's reasonable expenses, including copying and labor costs, in assisting Employer to perform the audit. Each party also agrees to provide such additional information and reports as the other party shall reasonably request.

**7.5 Non-Disclosure of Proprietary Information**

(a) *General.* Employer and TPA each acknowledge that in contemplation of entering into this Agreement (and as a result of the contractual relationship created hereby), each party has revealed and disclosed, and shall continue to reveal and disclose to the other, information which is proprietary and/or confidential information of such party. Employer and TPA agree that each party shall: (1) keep such proprietary and/or confidential information of the other party in strict confidence; (2) not disclose confidential information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; and (3) shall not use confidential information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure).

(b) *Confidential Information Defined.* Information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under this Agreement shall not be considered confidential information for purposes hereof: (1) if, when, and to the extent such information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the information; (2) if the unrestricted use of such information by the party receiving or disclosing the information has been expressly authorized in writing and in advance by an authorized representative of the other party; or (3) if required by applicable law. For purposes of this Section, confidential information is any information in written, human-readable, machine-readable, or electronically recorded form (and legended as confidential and/or proprietary, or words of similar import) and information disclosed orally in connection with this Agreement and identified as confidential and/or proprietary (or words of similar import); and programs, policies, practices, procedures, files, records, and correspondence concerning the parties' respective businesses or finances. The terms and conditions of this Section 7.5 shall survive the termination of this Agreement.

**7.6 Arbitration** Any controversy or claim arising out of or relating to this Agreement between Employer and TPA, or the breach thereof, shall be subject to non-binding arbitration prior to the filing of a complaint in a court of law; provided, however, that such arbitration shall be final and binding and may be enforced in any court with the requisite jurisdiction if the parties agree in advance, in writing, that such arbitration shall have final, binding effect. All arbitration, whether binding or non-binding, shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Illinois. Nothing precludes the parties from waiving, in writing, the requirement to first pursue arbitration.

**7.7 Notices and Communications**

(a) *Notices.* All notices provided for herein shall be sent by confirmed facsimile, or guaranteed overnight mail, with tracing capability, or by first class United States mail, with postage prepaid, addressed to the other party at their respective addresses set forth below or such other addresses as either party may designate in writing to the other from time to time for such purposes. All notices provided for herein shall be deemed given or made when received.

(b) *Addresses.*

Employer's address for notices as described above is:

8 N. Elmhurst Rd., Prospect Heights, IL 60070

TPA's address for notices as described above is:

894 Euclid Ave., Elmhurst, IL 60126

(c) *Communications.* Employer agrees that TPA may communicate confidential, protected, privileged or otherwise sensitive information to Employer through a named contact designated by Employer (Named Contact) and specifically agrees to indemnify TPA and hold it harmless: (1) for any such communications directed to Employer through the Named Contact attempted via telefax, mail, telephone, email or any other media, acknowledging the possibility that such communications may be inadvertently misrouted or intercepted; and (2) from any claim for the improper use or disclosure of any PHI by TPA if such information is used or disclosed in a manner consistent with its duties and responsibilities hereunder or under the separate applicable Business Associate Contract.

**7.8 Termination of Agreement**

(a) *Automatic.* Unless specifically agreed to otherwise in a written amendment to this Agreement, this Agreement shall automatically terminate as of the earliest of the following: (1) the effective date of any legislation which makes the Program and/or this Agreement illegal; (2) the date either party becomes insolvent, or bankrupt, or subject to liquidation, receivership, or conservatorship; or (3) the termination date of the Program, subject to any agreement between Employer and TPA regarding payment of benefits after the Program is terminated.

(b) *Limited Continuation After Termination.* If the Program is terminated, Employer and TPA may mutually agree in writing as an amendment to this Agreement that this Agreement shall continue for the purpose of payment of any Program benefit, expense, or claims incurred prior to the date of Program termination. In addition, if this Agreement is terminated while the Program continues in effect, Employer and TPA may mutually agree in writing as an amendment to this Agreement that this Agreement shall continue for the purpose of payment of any claims for which requests for reimbursements have been received by TPA before the date of such termination. If this Agreement is continued in accordance with this subsection (c), Employer shall pay the monthly service charges incurred during the period that this Agreement is so continued.

(d) *Survival of Certain Provisions.* Termination of this Agreement shall not terminate (1) the rights or obligations of either party arising out of a period prior to such termination; (2) the indemnity, confidentiality, privacy, and security provisions of this Agreement; or (3) any provision in this Agreement that specifically provides for survival following termination of this Agreement.

**7.9 Complete Agreement; Governing Law**

This Agreement (including the Appendices) is the full Agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and representations between the parties, other than the separate applicable Business Associate Contract between any Plan subject to the HIPAA privacy rule and TPA. This Agreement shall be construed, enforced and governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, Employer and TPA have caused this Agreement to be executed in their names by their undersigned officers, the same being duly authorized to do so.

| | |
|---|---|
| Employer: City of Prospect Heights | FlexSource, LLC |
| By: _____ | By: _____ |
| Title:_____ | Title:_____ |
| Date:_____ | Date:_____ |

## FlexSource, LLC Services Agreement

## Appendix A- HRA Guidelines

Capitalized terms used in this Appendix and not defined have the meanings given in the Agreement.

**Initial Setup Fee:**

**$** $400.00, payable upon execution of the Agreement.

**Monthly Service Charges:**

The monthly fees charged for each Participant enrolled in the HRA as of the first day of each month for the term of the Agreement shall be $**4.50** per Participant per month or a minimum of $55.

Annual Re-Enrollment for the HRA Plan is $200 which covers preparing the plan for the new plan year and the annual Nondiscrimination Testing.

If there is a legislative change that requires an amendment to the plan, FlexSource will prepare that amendment and the fee will be $100 per amendment.

**Services Included:** Employer is responsible for all legal requirements and administrative obligations with regard to the HRA except for the following administrative duties to be performed by TPA or a subcontractor of TPA engaged in accordance with the Agreement:

1. TPA shall make available (by electronic medium and paper copy) enrollment and reimbursement forms and instructions for filing Participant claims.
2. Upon receiving instructions from Employer with regard to a Participant's change in status or other event that permits an election change under applicable laws, including IRS regulations, TPA shall make the requested change in the Participant's election as soon as practicable.
3. TPA shall prepare the information necessary to enable Employer to satisfy its Form 5500 filing obligation with regard to the HRA Plan. Employer shall be responsible for reviewing the information provided by TPA to ensure its accuracy, and, unless otherwise agreed by the parties in writing, Employer shall submit any Form 5500 electronically.
4. TPA shall assist Employer in preparing preliminary, midyear, and final nondiscrimination tests for the HRA Plan.
5. TPA shall make initial decisions with regard to Participant claims as specified in the applicable underlying Plan document. Disbursement of benefit payments that it determines to be due shall be made promptly. Unless special circumstances exist, including denial of all or a portion of the claim, payment shall be disbursed within five (5) business days of the day on which TPA receives the claim. Unless the Plan document provides otherwise, benefit payments shall be made by check or direct deposit payable to the Participant
6. TPA shall notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission, and provide an adequate period of time for the Participant to resubmit the claim. TPA shall follow the requirements of ERISA as reflected in the Plan document with regard to denial of claims.

**Services Not Included:** TPA is not responsible for any of the following:

1. Payment of claims from other than an Employer general assets account.
2. Employer's compliance with COBRA or USERRA, if applicable.
3. Employer's compliance with HIPAA portability provisions (including notifications such as certificates of creditable coverage), if applicable, or with HIPAA privacy and security provisions (including notification obligations), if applicable (but TPA will comply with applicable provisions of HIPAA's privacy and security rules in carrying out its duties).

# 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


November 27, 2018

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

Re: Salt Purchase for 2018-19 Winter Season
Bid Recommendation

Dear Mr. Wade:

The City bid a MFT contract for purchase and delivery of Salt to Public Works Yard, which was approved by IDOT and was released for bid on September 27th. The bid date was October 23, 2018 at 10:00am. There were five plan holders for the project. There were not any questions from bidders during the bid period. The City didn't receive any bids for this project on October 23rd. I followed up with a few of the plan holders and asked why they didn't submit a bid. Their answer ranged from no comment, to the project is too small, to the MFT process for such a small project is overly burdensome for their office.

So the City elected to re-bid the project. The re-bid project didn't utilize IDOT – MFT money, instead, local money would be used to fund the purchase and delivery of the salt. The City released the project for bid on October 25th. The bid date was November 13, 2018 at 10:00am. There were four plan holders for this project. There were not any questions from bidders during the bid period. The City received one bid for this project from Midwest Salt, LLC. The low bid from Midwest Salt totaled $81,835.94 or $104.75 per ton of salt delivered to the Public Works yard.

As with all projects, this project was advertised publicly with a few companies initially expressing interest in it. In addition, I emailed the bid documents directly to contractors that I thought were capable of completing this contract.

I have discussed these bids and process with Mark Roscoe extensively. We have worked together to provide the best possible solution that we could find for the City to purchase salt for the 2018-2019 season. Considering that the salt price is above the budgeted amount per ton ($65/ton), the City will limit to the best of our ability the amount of salt purchased this season from Midwest Salt. Currently the City has about 400 tons stored at Public Works and a "typical" season could use around 600 tons. The City anticipates purchasing less than 400 tons on this contract ($42,000), but has the ability to purchase up to 780 tons if the season is busy. The City will be part of the Illinois Joint Purchasing Agreement for the 2019-20 season, which will eliminate the local bid process and also bring more consistent pricing for salt.

Based upon all the above, I recommend award of the project to Midwest Salt, LLC. at the unit prices bid and an estimated total maximum cost of $81,835.94.

Sincerely,

Steven D. Berecz, P.E.
City Engineer

Cc: Mark Roscoe, Director of Public Works

**Resolution R-18-48**
**A Resolution Approving Bid and Contract for Midwest Salt, LLC**

**WHEREAS**, the City of Prospect Heights solicited bids for purchase and delivery of Salt for the 2018-2019 season; and

**WHEREAS**, the City Council of the City of Prospect Heights finds that the lowest responsible bidder to the City's request for bids is Midwest Salt, LLC at a cost not to exceed $81,835.94; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Prospect Heights, Cook County, Illinois as follows:

**Section One:** That the contract (attached hereto as Exhibit A) with Midwest Salt, LLC for purchase and delivery of Salt for the 2018-19 season is hereby approved and accepted.

**Section Two:** That the Mayor, or his designee, is authorized to take all necessary steps to implement this Resolution.

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

**PASSED AND APPROVED this 10th day of December 2018.**

_____

Nicholas J. Helmer, Mayor

ATTEST:

_____

City Clerk

AYES: _____

NAYES: _____

ABSENT: _____

**Exhibit A**

**Contract with Midwest Salt, LLC**

# Bid Documents, Contracts and Specifications

## 2018 Salt Purchase

for the

## City of Prospect Heights, Illinois

Prepared by:

GHA GEWALT HAMILTON ASSOCIATES, INC.
CONSULTING ENGINEERS

625 Forest Edge Drive
Vernon Hills, Illinois 60061
(847) 478-9700

GHA Project No. 4755.011
October 2018

Illinois Department of Transportation

**Material Proposal**
**Schedule of Prices**

| Group No. | Items | Delivery | Unit | Quantity | Unit Price | Total |
|---|---|---|---|---|---|---|
| III | Salt | 401 Piper Lane | TN | 781.25 | 104.75 | 81835.94 |
| | | | | | | |
| | | | | | | |
| | Material shall conform to the | | | | | |
| | attached specification a haul | | | | | |
| | rate of $0.40 per mile up to | | | | | |
| | 5 miles, $0.50 per ton mile | | | | | |
| | from five miles to ten miles, | | | | | |
| | $0.75 per ton mile from ten | | | | | |
| | miles to 15 miles, and $1.00 | | | | | |
| | per ton mile for distance | | | | | |
| | beyond 15 miles will be used | | | | | |
| | to detemine the low bid. | | | | | |
| | Measures from 401 Piper | | | | | |
| | Lane, Prospect Heights. | | | | | |
| | | | | | | |
| | Source of supply is | | | | | |
| | located: LEMONT, ILLINOIS | | | | | |
| | | | | | | |
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| | | | | | | |
| | | | | | | |
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| | | | | | | |

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid rotating.

Allen A. Adams
Signature of Bidder

MIDWEST SALT, LLC
1300 W WASHINGTON ST WEST CHICAGO IL 60185
Address

**Prevailing Wage rates for Cook County effective Sept. 1, 2017**

| Trade Title | Region | Type | Class | Base Wage | Fore-man Wage | M-F OT | OSA | OSH | H/W | Pension | Vacation | Training |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ASBESTOS ABT-GEN | ALL | ALL | | 41.20 | 42.20 | 1.5 | 1.5 | 2 | 14.65 | 12.32 | 0.00 | 0.50 |
| ASBESTOS ABT-MEC | ALL | BLD | | 37.46 | 39.96 | 1.5 | 1.5 | 2 | 11.62 | 11.06 | 0.00 | 0.72 |
| BOILERMAKER | ALL | BLD | | 48.49 | 52.86 | 2 | 2 | 2 | 6.97 | 19.61 | 0.00 | 0.90 |
| BRICK MASON | ALL | BLD | | 45.38 | 49.92 | 1.5 | 1.5 | 2 | 10.45 | 16.68 | 0.00 | 0.90 |
| CARPENTER | ALL | ALL | | 46.35 | 48.35 | 1.5 | 1.5 | 2 | 11.79 | 18.87 | 0.00 | 0.63 |
| CEMENT MASON | ALL | ALL | | 44.25 | 46.25 | 2 | 1.5 | 2 | 14.00 | 17.16 | 0.00 | 0.92 |
| CERAMIC TILE FNSHER | ALL | BLD | | 38.56 | 38.56 | 1.5 | 1.5 | 2 | 10.65 | 11.18 | 0.00 | 0.68 |
| COMM. ELECT. | ALL | BLD | | 43.10 | 45.90 | 1.5 | 1.5 | 2 | 8.88 | 13.22 | 1.00 | 0.85 |
| ELECTRIC PWR EQMT OP | ALL | ALL | | 50.50 | 55.50 | 1.5 | 1.5 | 2 | 11.69 | 16.69 | 0.00 | 3.12 |
| ELECTRIC PWR GRNDMAN | ALL | ALL | | 39.39 | 55.50 | 1.5 | 1.5 | 2 | 9.12 | 13.02 | 0.00 | 2.43 |
| ELECTRIC PWR LINEMAN | ALL | ALL | | 50.50 | 55.50 | 1.5 | 1.5 | 2 | 11.69 | 16.69 | 0.00 | 3.12 |
| ELECTRICIAN | ALL | ALL | | 47.40 | 50.40 | 1.5 | 1.5 | 2 | 14.33 | 16.10 | 1.00 | 1.18 |
| ELEVATOR CONSTRUCTOR | ALL | BLD | | 51.94 | 58.43 | 2 | 2 | 2 | 14.43 | 14.96 | 4.16 | 0.90 |
| FENCE ERECTOR | ALL | ALL | | 39.58 | 41.58 | 1.5 | 1.5 | 2 | 13.40 | 13.90 | 0.00 | 0.40 |
| GLAZIER | ALL | BLD | | 42.45 | 43.95 | 1.5 | 1.5 | 2 | 14.04 | 20.14 | 0.00 | 0.94 |
| HT/FROST INSULATOR | ALL | BLD | | 50.50 | 53.00 | 1.5 | 1.5 | 2 | 12.12 | 12.96 | 0.00 | 0.72 |
| IRON WORKER | ALL | ALL | | 47.33 | 49.33 | 2 | 2 | 2 | 14.15 | 22.39 | 0.00 | 0.35 |
| LABORER | ALL | ALL | | 41.20 | 41.95 | 1.5 | 1.5 | 2 | 14.65 | 12.32 | 0.00 | 0.50 |
| LATHER | ALL | ALL | | 46.35 | 48.35 | 1.5 | 1.5 | 2 | 11.79 | 18.87 | 0.00 | 0.63 |
| MACHINIST | ALL | BLD | | 47.56 | 50.06 | 1.5 | 1.5 | 2 | 7.05 | 8.95 | 1.85 | 1.47 |
| MARBLE FINISHERS | ALL | ALL | | 33.95 | 33.95 | 1.5 | 1.5 | 2 | 10.45 | 15.52 | 0.00 | 0.47 |
| MARBLE MASON | ALL | BLD | | 44.63 | 49.09 | 1.5 | 1.5 | 2 | 10.45 | 16.28 | 0.00 | 0.59 |
| MATERIAL TESTER I | ALL | ALL | | 31.20 | 31.20 | 1.5 | 1.5 | 2 | 14.65 | 12.32 | 0.00 | 0.50 |
| MATERIALS TESTER II | ALL | ALL | | 36.20 | 36.20 | 1.5 | 1.5 | 2 | 14.65 | 12.32 | 0.00 | 0.50 |
| MILLWRIGHT | ALL | ALL | | 46.35 | 48.35 | 1.5 | 1.5 | 2 | 11.79 | 18.87 | 0.00 | 0.63 |

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| OPERATING ENGINEER | ALL | BLD | 1 | 50.10 | 54.10 | 2 | 2 | 2 | 18.80 | 14.35 | 2.00 | 1.30 |
| OPERATING ENGINEER | ALL | BLD | 2 | 48.80 | 54.10 | 2 | 2 | 2 | 18.80 | 14.35 | 2.00 | 1.30 |
| OPERATING ENGINEER | ALL | BLD | 3 | 46.25 | 54.10 | 2 | 2 | 2 | 18.80 | 14.35 | 2.00 | 1.30 |
| OPERATING ENGINEER | ALL | BLD | 4 | 44.50 | 54.10 | 2 | 2 | 2 | 18.80 | 14.35 | 2.00 | 1.30 |
| OPERATING ENGINEER | ALL | BLD | 5 | 53.85 | 54.10 | 2 | 2 | 2 | 18.80 | 14.35 | 2.00 | 1.30 |
| OPERATING ENGINEER | ALL | BLD | 6 | 51.10 | 54.10 | 2 | 2 | 2 | 18.80 | 14.35 | 2.00 | 1.30 |
| OPERATING ENGINEER | ALL | BLD | 7 | 53.10 | 54.10 | 2 | 2 | 2 | 18.80 | 14.35 | 2.00 | 1.30 |
| OPERATING ENGINEER | ALL | FLT | 1 | 55.90 | 55.90 | 1.5 | 1.5 | 2 | 18.05 | 13.60 | 1.90 | 1.30 |
| OPERATING ENGINEER | ALL | FLT | 2 | 54.40 | 55.90 | 1.5 | 1.5 | 2 | 18.05 | 13.60 | 1.90 | 1.30 |
| OPERATING ENGINEER | ALL | FLT | 3 | 48.40 | 55.90 | 1.5 | 1.5 | 2 | 18.05 | 13.60 | 1.90 | 1.30 |
| OPERATING ENGINEER | ALL | FLT | 4 | 40.25 | 55.90 | 1.5 | 1.5 | 2 | 18.05 | 13.60 | 1.90 | 1.30 |
| OPERATING ENGINEER | ALL | FLT | 5 | 57.40 | 55.90 | 1.5 | 1.5 | 2 | 18.05 | 13.60 | 1.90 | 1.30 |
| OPERATING ENGINEER | ALL | FLT | 6 | 38.00 | 55.90 | 1.5 | 1.5 | 2 | 18.05 | 13.60 | 1.90 | 1.30 |
| OPERATING ENGINEER | ALL | HWY | 1 | 48.30 | 52.30 | 1.5 | 1.5 | 2 | 18.80 | 14.35 | 2.00 | 1.30 |
| OPERATING ENGINEER | ALL | HWY | 2 | 47.75 | 52.30 | 1.5 | 1.5 | 2 | 18.80 | 14.35 | 2.00 | 1.30 |
| OPERATING ENGINEER | ALL | HWY | 3 | 45.70 | 52.30 | 1.5 | 1.5 | 2 | 18.80 | 14.35 | 2.00 | 1.30 |
| OPERATING ENGINEER | ALL | HWY | 4 | 44.30 | 52.30 | 1.5 | 1.5 | 2 | 18.80 | 14.35 | 2.00 | 1.30 |
| OPERATING ENGINEER | ALL | HWY | 5 | 43.10 | 52.30 | 1.5 | 1.5 | 2 | 18.80 | 14.35 | 2.00 | 1.30 |
| OPERATING ENGINEER | ALL | HWY | 6 | 51.30 | 52.30 | 1.5 | 1.5 | 2 | 18.80 | 14.35 | 2.00 | 1.30 |
| OPERATING ENGINEER | ALL | HWY | 7 | 49.30 | 52.30 | 1.5 | 1.5 | 2 | 18.80 | 14.35 | 2.00 | 1.30 |
| ORNAMNTL IRON WORKER | ALL | ALL | | 46.75 | 49.25 | 2 | 2 | 2 | 13.90 | 19.79 | 0.00 | 0.75 |
| PAINTER | ALL | ALL | | 45.55 | 51.24 | 1.5 | 1.5 | 1.5 | 11.56 | 11.44 | 0.00 | 1.87 |
| PAINTER SIGNS | ALL | BLD | | 37.45 | 42.05 | 1.5 | 1.5 | 2 | 2.60 | 3.18 | 0.00 | 0.00 |
| PILEDRIVER | ALL | ALL | | 46.35 | 48.35 | 1.5 | 1.5 | 2 | 11.79 | 18.87 | 0.00 | 0.63 |
| PIPEFITTER | ALL | BLD | | 47.50 | 50.50 | 1.5 | 1.5 | 2 | 10.05 | 17.85 | 0.00 | 2.12 |
| PLASTERER | ALL | BLD | | 42.75 | 45.31 | 1.5 | 1.5 | 2 | 14.00 | 15.71 | 0.00 | 0.89 |
| PLUMBER | ALL | BLD | | 49.25 | 52.20 | 1.5 | 1.5 | 2 | 14.34 | 13.35 | 0.00 | 1.28 |
| ROOFER | ALL | BLD | | 42.30 | 45.30 | 1.5 | 1.5 | 2 | 9.08 | 12.14 | 0.00 | 0.58 |
| SHEETMETAL WORKER | ALL | BLD | | 43.50 | 46.98 | 1.5 | 1.5 | 2 | 11.03 | 23.43 | 0.00 | 0.78 |
| SIGN HANGER | ALL | BLD | | 31.31 | 33.81 | 1.5 | 1.5 | 2 | 4.85 | 3.28 | 0.00 | 0.00 |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|
| SPRINKLER FITTER | ALL | BLD | | 47.20 | 49.20 | 1.5 | 1.5 | 2 | 12.25 | 11.55 | 0.00 | 0.55 |
| STEEL ERECTOR | ALL | ALL | | 42.07 | 44.07 | 2 | 2 | 2 | 13.45 | 19.59 | 0.00 | 0.35 |
| STONE MASON | ALL | BLD | | 45.38 | 49.92 | 1.5 | 1.5 | 2 | 10.45 | 16.68 | 0.00 | 0.90 |
| TERRAZZO FINISHER | ALL | BLD | | 40.54 | 40.54 | 1.5 | 1.5 | 2 | 10.65 | 12.76 | 0.00 | 0.73 |
| TERRAZZO MASON | ALL | BLD | | 44.38 | 47.88 | 1.5 | 1.5 | 2 | 10.65 | 14.15 | 0.00 | 0.82 |
| TILE MASON | ALL | BLD | | 45.49 | 49.49 | 1.5 | 1.5 | 2 | 10.65 | 13.88 | 0.00 | 0.86 |
| TRAFFIC SAFETY WRKR | ALL | HWY | | 33.50 | 35.85 | 1.5 | 1.5 | 2 | 6.00 | 7.25 | 0.00 | 0.50 |
| TRUCK DRIVER | E | ALL | 1 | 35.60 | 36.25 | 1.5 | 1.5 | 2 | 8.56 | 11.50 | 0.00 | 0.15 |
| TRUCK DRIVER | E | ALL | 2 | 35.85 | 36.25 | 1.5 | 1.5 | 2 | 8.56 | 11.50 | 0.00 | 0.15 |
| TRUCK DRIVER | E | ALL | 3 | 36.05 | 36.25 | 1.5 | 1.5 | 2 | 8.56 | 11.50 | 0.00 | 0.15 |
| TRUCK DRIVER | E | ALL | 4 | 36.25 | 36.25 | 1.5 | 1.5 | 2 | 8.56 | 11.50 | 0.00 | 0.15 |
| TRUCK DRIVER | W | ALL | 1 | 35.98 | 36.53 | 1.5 | 1.5 | 2 | 8.25 | 10.14 | 0.00 | 0.15 |
| TRUCK DRIVER | W | ALL | 2 | 36.13 | 36.53 | 1.5 | 1.5 | 2 | 8.25 | 10.14 | 0.00 | 0.15 |
| TRUCK DRIVER | W | ALL | 3 | 36.33 | 36.53 | 1.5 | 1.5 | 2 | 8.25 | 10.14 | 0.00 | 0.15 |
| TRUCK DRIVER | W | ALL | 4 | 36.53 | 36.53 | 1.5 | 1.5 | 2 | 8.25 | 10.14 | 0.00 | 0.15 |
| TUCKPOINTER | ALL | BLD | | 45.42 | 46.42 | 1.5 | 1.5 | 2 | 8.32 | 15.42 | 0.00 | 0.80 |

**Legend**

**M-F OT** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

**OSA** Overtime pay required for every hour worked on Saturdays

**OSH** Overtime pay required for every hour worked on Sundays and Holidays

**H/W** Health/Welfare benefit

Explanations COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum;

Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.;

Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

**Prevailing Wage and Waiver Procedure**

Prevailing Rate of Wages Notice and Requirements

The Contractor shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) and the Owner's Ordinances requiring payment of prevailing wages. The Contractor shall pay or cause to be paid not less than the prevailing rate of hourly wage in the county the work is performed as determined by the Illinois Department of Labor for the month in which the work is performed including but not limited to all laborers, workers and mechanics. All contractors and subcontractors rendering services under this contract must comply with all requirements under the Act, including but not limited to, all wage, notice and record keeping duties.

The Contractor is required to verify current prevailing wage prior to the first day of each month and to pay the then-current prevailing wage rate as determined by the Illinois Department of Labor, regardless of the rates contained in the Contract Documents. Any increases in costs to the Contractor due to the changes in the prevailing wage during the term of this Contract shall be at the expense of Contractor and not at the expense of Owner. Current prevailing wage rates are published at the following website:

http://www.state.il.us/agency/idol/Rates/EVENMO/COUNTY.HTM.

The Contractor agrees to indemnify and hold harmless the Owner for any violations of the Prevailing Wage Act.

The Contractor shall also: (1) insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of hourly wage to all laborers, workers, and mechanics performing work under the contract; and (2) require each subcontractor to insert into each lower-tiered contract and the project specifications for each lower-tiered subcontract, a stipulation that the subcontractor shall not pay less than prevailing rate of hourly wage to all laborers, workers, and mechanics performing work under the contract.

The Contractor shall include on all bonds and shall cause all subcontractors' bonds required under the Contract Documents to guarantee compliance with the Prevailing Wage Act.

Additionally, the Contractor and each subcontractor shall make and keep, for a period of not less than 3 years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the Project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. The Contractor shall submit monthly, no later than the 10th day of each calendar month, in person, by mail, or electronically a certified payroll to the Owner with each monthly pay request in a form in accordance with the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which states that: (i) he or she has examined

the certified payroll 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 this Act; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. The Contractor may rely on the certification of a lower tier subcontractor, provided the Contractor does not knowingly rely upon a subcontractor's false certification. The records submitted in accordance with this payroll submittal provision shall be considered public records pursuant to Section 5 of the Prevailing Wage Act, 820 ILCS 130/5 (2004, as amended by P.A. 94-515). The Owner may, at its option, immediately terminate the Contract in the event that Contractor violates any provision of this paragraph or the Prevailing Wage Act.

Contractor shall also post the prevailing wage rates for each craft or type of worker or mechanic needed to complete the project at either: (1) a location on the project site easily accessible to the workers engaged on the project; or (2) in lieu of posting on the project site, if the Contractor has a business location where laborers, workers, ands mechanics may regularly visit, the Contractor may either post the prevailing rate of wages in each county the Contractor works in a conspicuous location or provide the laborers, workers or mechanics engaged on the project a written notice indicating the prevailing rate of wages for the project.

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 Owner, and its officers and agents.

Waiver Procedure/Format

Contractor's progress payment applications shall be accompanied by the Contractor's and Subcontractor's Partial Waiver of Lien to date for the full amount of the payment. The Final Waiver of the Contractor shall be for the full amount of the Contract and the Final Waiver of a Subcontractor shall be for he full amount of its Subcontract. All applications for payment shall be accompanied by affidavits from the Contractor, in triplicate, containing such information and in such form to comply with the Illinois Mechanics Lien Act (770 ILCS 60/001 et seq.) and showing in detail the sources of all labor and materials used and contracted to be used on the Project, including names and addresses of subcontractors and material suppliers, amounts paid and remaining to be paid to each, together with all other documents as shall be necessary, in the sole judgment of the Owner, to waive all claims of liens to date and comply with all applicable state and local laws.

All waivers (partial and final) shall include language as applicable indicating either that:

1. All materials were taken from fully paid stock and delivered to the job site in our own vehicles and all labor has been fully paid in accordance with prevailing wage laws; or

2. Materials were provided by the following suppliers from whom wavier of lien are attached and all labor has been fully paid in accordance with prevailing wage laws.

615118

**PROJECT: 2018 Road Program – City of Prospect Heights**

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

**Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.**

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.

B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.

C. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the wage determination included with the Contract Documents and any subsequent determinations issued by the Illinois Department of Labor which shall supersede the determination included in the Contract Documents, all in accordance with applicable law. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act.

D. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a

statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

E. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 *et seq.*) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Owner.

F. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

G. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.

H. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

I. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

J. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.

K. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Village of Prospect Height's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR

By: Glenn A. Adams

Its: GOVERNMENT BID MANAGER MIDWEST SALT, LLC

STATE OF ILLINOIS )
)SS
COUNTY OF COOK )

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that GLENN A. ADAMS appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: 11/12/18

Carol J. Adams
(Notary Public)

(SEAL)

CAROL T ADAMS
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
July 27, 2019

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., ("Act") prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one],** by its undersigned representative, hereby certifies and represents to the Village of Prospect Heights that **[Contractor/Subcontractor must complete either Part A or Part B below]**:

A. The (Contractor)/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/*1 et seq.* **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

MIDWEST SALT, LLC
Name of Contractor/Subcontractor (print or type)

GLENN A. ADAMS GOVERNMENT BID MANAGER
Name and Title of Authorized Representative (print or type)

Glenn A. Adams Dated: 11-12-18
Signature of Authorized Representative

B. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*

_____
Name of Contractor/Subcontractor (print or type)

_____
Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

615121

To: Mayor Helmer and Members of the City Council

From: Joe Wade, City Administrator

Subject: Agreement for Phase I Engineering Services for RTA Access to Transit Grant, Wolf Road Sidewalk, Metra Station to Old Willow

Date: December 5, 2018

**Background:**

The need for a Wolf Road sidewalk has been identified as a goal of the City's Comprehensive Plan. In May, the Mayor and Council authorized the City to apply for an Access to Transit Grant, sponsored by the Regional Transportation Agency, for the purpose of constructing a sidewalk on Wolf Road, from the Metra Station to Old Willow.

The City has been advised by the RTA this project is included in the Agency's Congestion Mitigation and Air Quality funding. However, as a precondition of award, the City must provide Phase I Preliminary Engineering Study, at a cost of $92,000. The estimated total project cost for this sidewalk is $750,000.

**Analysis:**

Participation in the Access to Transit funding program requires the City to pay Phase I Preliminary Engineering expenses, plus 10 per cent of the total project cost. The City's total contribution is estimated at $150,000, for a project costing $750,000. This is one of 10 projects the RTA is awarding this year. The agency received 28 applications.

Like other Prospect Heights sidewalks, costs are increased because of the challenge of constructing sidewalks in open drainage swales. It is anticipated culverts addressing storm water needs, will require installation to provide level ground for sidewalk construction.

**Resolution No. R-18-49**
**Resolution Authorizing Professional Services Agreement for Phase I Preliminary Engineering, Wolf Road Sidewalk: Metra Station to Old Willow Road**

**WHEREAS**, the Regional Transportation has selected Prospect Heights' Access to Transit Grant Application for inclusion in the Agency's Congestion Mitigation and Air Quality Program Funding for the purpose of constructing a sidewalk along Wolf Road, from the Metra Station to Old Willow Road; and

**WHEREAS**, a requirement of this grant and funding is the City of Prospect Heights must provide the necessary Phase I Preliminary Engineering for this project; and

**WHEREAS**, the City of Prospect Heights has determined the proposal by Gewalt Hamilton Associates, Inc. will address this need efficiently and effectively.

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

**SECTION ONE**: The recitals set forth herein above are incorporated herein by reference as the factual basis of this authorization.

**SECTION TWO**: The City Council of the City of Prospect Heights formally authorizes the City Administrator to execute the Proposal for Professional Services Phase I Engineering Wolf Road Sidewalk: Metra Station to Old Willow Road agreement, at a cost not to exceed $92,104.

**PASSED AND APPROVED this 10th day of December 2018**

_____
Nicholas J. Helmer, Mayor

Attest:

_____
City Clerk

Ayes: _____

Nays: _____

Absent: _____

**Exhibit A**
**Agreement with Gewalt Hamilton Associates, Inc.**

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

November 19, 2018

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

Re: Proposal for Professional Services
Phase I Preliminary Engineering
Wolf Road Sidewalk: METRA Station to Old Willow Road
City of Prospect Heights
GHA Proposal No. 2018.T240

Dear Mr. Wade:

Gewalt Hamilton Associates, Inc. (GHA) is pleased to submit our proposal for professional engineering consulting services with respect to the above referenced project.

Our proposal is based the City's submittal to RTA for the Access to Transit Program and the November 1, 2018 letter informing the City that its application will be submitted by the RTA for Congestion Mitigation and Air Quality (CMAQ) and Transportation Alternatives Program – Local (TAP-L) funding in the first quarter of 2019. As CMAQ requires that projects have initiated Phase I engineering prior to the formal application, the enclosed proposal is for Phase I Preliminary Engineering.

While the Phase I engineering will identify any Right of Way or easement (both Temporary and Permanent) needs, the formal preparation of a Plat of Highways for the any Right of Way and easement needs will be completed during Phase II.

Should you have any questions, or if we can be of additional assistance, please feel free to contact GHA at (847) 478-9700.

Thank you, as always, for the opportunity to be of service to the City of Prospect Heights. We look forward to working with you on this important project.

Sincerely,
Gewalt Hamilton Associates, Inc.

Steven D Berecz, P.E.
Associate
sberece@gha-engineers.com

Daniel P. Brinkman, P.E., PTOE
Assistant Director of Transportation
dbrinkman@gha-engineers.com

Encl.: GHA Proposal No..2018.T240 Wolf Rd South Sidewalk Cover - Prospect Hts 111918.docx

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

# Agreement for Professional Services
# Phase I Preliminary Engineering
# Wolf Road South Sidewalk
# METRA Station to Old Willow Road
# Prospect Heights, Illinois
# GHA Proposal No. 2018.T240

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

## I. Project Understanding

Gewalt Hamilton Associates, Inc. (GHA) will provide Phase I Engineering Services to the City of Prospect Heights (City) for the proposed Wolf Road sidewalk project to be constructed along the east side of Wolf Road between East Old Willow Road and the Prospect Heights METRA station. The City has received confirmation that RTA will be submitting the project for consideration of CMAQ funding in early 2019 and as a condition of the CMAQ program wishes to commence Phase I Engineering for the project.

Our Phase I scope will identify any anticipated right-of-way and easement needs. However, preparation of a Plat of Highways for submittal and review by IDOT as well as property negotiations and acquisitions, utility relocation coordination, and preparation of contract plans and specifications and estimates (PS&E) will occur in Phase II.

## II. Phase I Scope of Services

All work will be performed in accordance with current IDOT and City standards and guidelines. Based on the anticipated scope of work and anticipated need for easements and / or Right of Way acquisition, we are anticipating that the project will be processed as a State Approved Categorical Exclusion (formerly CE-I with report) generally following IDOT form BLR 22211. We have organized our Phase I Scope of Services into eight (8) primary tasks, detailed below:

### A. Task A – Project Initiation, Coordination & Data Collection

Coordination is a large part of any Phase I Engineering Study. GHA will coordinate with federal, state, and local agencies throughout the duration of the project. It is assumed that, as studies and analyses achieve closure on design and environmental issues, the project will be presented at an FHWA / IDOT BDE coordination meeting(s). The following tasks are anticipated during this phase of the project.

1. Coordination with City of Prospect Heights
   GHA will provide regular communication with the City, including copies of all transmittals and regular updates on milestone approvals as documents, reports and Subconsultant deliverables are received.

2. Coordination with IDOT
   Representatives from GHA will attend a formal Kickoff meeting with City staff, IDOT Bureau of Local Roads staff, and the Northwest Council Liaison. BLRS staff will provide initial direction regarding required environmental clearances, document the scope of work and provide preliminary concurrence with the project termini. GHA will prepare an agenda and meeting minutes and distribute to all attendees

3. Coordination with FHWA
Representatives from GHA will attend an IDOT BDE / FHWA Coordination meeting with City staff. The FHWA will confirm the project termini and make final decisions regarding processing requirements and if necessary Design Variances. GHA will complete the Initial Coordination Meeting Data form (BLR 22410), prepare meeting minutes and distribute to all attendees.

4. Cook County Department of Transportation and Highways
Wolf Road throughout the project limits is under the jurisdiction of the Cook County Department of Transportation and Highways (CCDOTH). GHA will include the County on all necessary coordination and make submittals to the County throughout the duration of the project.

5. Coordination with Illinois Commerce Commission (ICC)
The proposed sidewalk project will require a new at-grade crossing of the Canadian National (CN) / METRA tracks north of the METRA station and south of Camp McDonald Road. Petitioning for this crossing to the ICC will be required. This coordination will include preparation of a separate crossing design exhibit as part of the crossing petition.

6. Coordination with Utility Agencies
GHA will coordinate with local utility agencies through the JULIE Design Stage process. Limits of the project will be provided to the utility companies and requests for atlas information will be made. Upon receipt of utility information, the utility company data will be added to the existing condition / base drawings.

7. Coordination with MWRD
GHA collect any historical permits within the project corridor from the Metropolitan Water Reclamation District (MWRD) and coordinate with MWRD regarding stormwater requirements.

8. Coordination with PACE

GHA will contact PACE representatives to review potential locations for future PACE stops and / or shelters along the proposed sidewalk improvements and review connectivity to the existing PACE stop south of Old Willow Road.

9. Coordination with Village of Wheeling
It is our understanding that the west side of Wolf Road is within the Village of Wheeling from Old Willow Road south to Camp McDonald Road. We anticipate that IDOT will require a minimal amount of coordination with Wheeling to be documented in the Project Development Report. We are anticipating that the City will need to request that Wheeling agree to be a supporting but not participating party to the improvements.

10. Data Collection
GHA will request available historical data and information (e.g. engineering plans, subdivision plans, easement plats, drainage reports, as-built plans, utility atlases, roadway plans, tax maps, USGS maps, FEMA maps, etc.) from the above referenced agencies during the coordination process.

B. Task B – Project Administration & Meetings

1. Public Meeting
The CE-I processing requires public input for the project. Given the potential for easement and ROW acquisition, we anticipate that a single Public Information Meeting will be sufficient for the Wolf Road South Sidewalk project. The proposed improvements, potential right-of-way and easement needs, and other design proposals will be presented to the public at the Public Information Meeting. Comments received at the Public Information Meeting will be incorporated in the Project Development Report. GHA will prepare a newspaper notice for the City to publish, prepare handouts, sample resident invitation letter and comment forms, and prepare for and staff an open-house format meeting.

2. Preparation & Submittal of Reports
GHA will submit the pre-final reports and documents to the City for review. We will also submit the various reports and preliminary plans to the corresponding agencies as directed by the City. All final plans and reports (e.g. Phase I Engineering Report, Drainage Report, geotechnical report, etc.) will be provided to the City in hard copy and electronic format.

C. Task C – Topographic Survey, ROW Survey & Base Plan Preparation

1. GHA will prepare a topographic survey which will meet or exceed the Minimum Standards of Practice as set forth by Illinois Administrative Code for a Topographic Survey. Accordingly, we will provide the following services for the Wolf Road corridor:

   a. Obtain benchmark information (NAVD88) from USGS, Cook County, the City of Prospect Heights or Trimble VRS Now Network.

   b. Horizontal coordinates shall be referenced to the State Plane Coordinate System, Illinois East Zone, NAD83 adjustment. Vertical elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88). All units shall be U.S. Survey feet and decimal parts thereof.

   c. Establish permanent site benchmark(s) (i.e. crosses or boxes cut on concrete, flange bolts on fire hydrants, etc.) on site.

   d. Contours will be provided at 1'-0" intervals, with an error not to exceed one-half the contour interval.

   e. Elevations will be taken at 50-foot cross sections from the west edge of pavement east across the right-of-way width along the limits of survey, including spot grades at high points, low points, and grade changes. Points required are located at the right-of-way line, sidewalk, driveways and aprons, back of curb, flow line, centerline/concrete median, etc. The topography will extend approximately 15 feet beyond the existing east ROW. The survey limits will also extend 50 feet into the intersecting public side streets along the project limits.

   f. The survey will show the location of the visible ground features, physical improvements with the project limits including location and elevation of light poles, utility poles, traffic lights, sidewalks, driveways, fences, guard rails, signage, striping, overhead wires, etc.

   g. The location of underground utilities, both observed and from record information such as City utility atlases, will be provided and will including location and size of water mains, fire hydrants and valves. The survey will show depth, size, and direction of flow for all sanitary, storm drains, and culverts serving the property. The location of all manholes, catch basins and all pipe inverts that are accessible from will be depicted.

   h. Location of "dry" utilities such as telephone, electric, gas and cable T.V. lines, etc. will be depicted based on visual surface evidence and available utility atlas information from the respective utility companies. The cost for marking of private utilities is not included in this proposal, but GHA will include this information if the Client arranges to have private utilities marked in the field prior to our field visit.

   i. Locate existing tree and brush lines in the right-of-way (ROW). Individual free-standing trees of 6" caliper or greater at breast height (DBH) will be individually located (tagging and identification are not included); and will be shown as deciduous or coniferous. Groupings of trees or landscaped areas will be shown in mass.

2. Right of Entry Permit – Canadian National Railroad

   To complete the topographic and boundary survey work within the Canadian National Railroad Right of Way, GHA will be required to secure a Right of Entry Permit, provide insurance and compensate the CN for their Flagger personnel to be on site while work is occurring.

3. Right of Way Research and Boundary Survey

   GHA will research and establish the existing Right of Way along the Wolf Road corridor. This work will include:

   a. Survey and establish the roadway centerlines based on recovered monumentation and research of available plats and property records.

   b. Locate and survey the existing property monumentation in the project area and confirm the position of the property lines within the project limits.

   c. Right-of-way shall be based on field located property corners and other survey markers, etc., as well as recorded subdivision plats, recorded dedication plats, recorded easement documents, recorded survey plats and other information available through the County Recorder's website.

4. Base Plan Preparation

   a. Establish alignment and stationing of roadways based on record information and field surveys, and develop alignment and stationing for intersecting streets.

   b. Prepare cross sections on station and at 50-foot intervals including cross sections at all intersections, cross streets and driveways, extending from ROW to ROW. Cross sections will extend up each intersecting public side streets as previously noted.

D. Task D – Traffic & Crash Analyses

GHA will review the current and projected traffic volumes along the corridor.

1. Traffic Data Collection
   We anticipate conducting traffic counts at the following locations:

   a. Wolf Road at Camp McDonald Road

   b. Wolf Road at Edwards Road / METRA Access

   Miovision Video Collection Units (VCUs) offers improved accuracy and efficiency for larger intersections. Additionally, Miovision can be deployed for a single 24-hour period and collect turning movements as well as ADT data for all approaches. Vehicle classification data will be collected along with the turning movement volumes, as well as pedestrian and bicycle data.

2. Future 2050 Traffic Volumes
   GHA will request a 2050 traffic projection for the corridor and key intersections from the Chicago Metropolitan Agency for Planning (CMAP). The accepted 2050 projections with vehicle classification will be documented in the Project Development Report and serve as the basis for any traffic analyses required.

3. Crash Data & Analysis
   GHA will request the most recent five (5) years of crash statistics from IDOT Division of Traffic Safety in Springfield, IL. We will also request crash reports from the City's Police Department. The data will be analyzed according to federal guidelines. GHA will prepare a summary of the analyses as well as collision diagrams for the intersections. Day versus night, and potential wet cluster crash locations will also be reviewed. Recommendations will be made for mitigation needs, if necessary.

4. Capacity Analyses

   GHA will prepare Intersection Capacity Analyses at the termini intersections and provide a summary of the existing and 2050 signalized operations. As no intersection capacity improvements are currently planned or anticipated our scope does not include an Intersection Design Study (IDS) at any corridor intersections.

E. Task E – Environmental Studies

GHA will prepare the required submittals and ensure the necessary coordination is completed so the project can receive Design Approval (DA) clearances for Biological, Cultural, and Special Waste impacts.

1. Environmental Field Review/Reconnaissance

   a. GHA will conduct an environmental field review to identify the presence of any environmental resources within the project corridor.

   b. GHA will prepare and submit the IDOT Environmental Survey Request (ESR) Form. This includes completing the form and creating the attachments.

2. Wetlands
   GHA will conduct a review of the corridor and if necessary complete a wetland delineation, a wetland report and submit for Jurisdictional Determination to the Army Corp of Engineers. GHA will also complete and submit the Wetland Impact Evaluation (WIE) form through the IDOT on-line portal.

3. Preliminary Environmental Site Assessment (PESA)
   GHA will engage Huff & Huff as a sub-consultant to prepare the Local Agency PESA and provide preliminary research for the intimal Special Waste Clearance. Any potential special waste issues will be addressed in Phase II Design Engineering. The Huff & Huff proposal is attached as Exhibit C.

4. Archaeological and Historic Preservation
   GHA will initiate coordination for archaeological and historic preservation consultation through the submittal of the ESR for Cultural Clearance.

5. Threatened and Endangered (T/E) Species
   GHA will initiate coordination for federal and state threatened and endangered species through the submittal of the ESR for Biological Clearance.

6. Section 4(f) Processing
   No publicly owned recreational properties are adjacent to the corridor, therefore no 4(f) coordination or processing is anticipated.

F. Task F – Preliminary Drainage & Analysis

GHA will prepare preliminary drainage evaluation and perform required analysis in accordance with the stormwater requirement of the MWRD Watershed Management Ordinance (WMO), CCDOTH, and the City of Prospect Heights:

1. Collect pertinent as-built plans, USGS maps, County topographic maps, FEMA maps, MWRD permits in the vicinity of the project area, and other pertinent data. Collect and review of reports of flooding problems (flood-prone areas, roadway overtops, etc.) of both adjacent properties and the roadway facility. GHA will coordinate with the City of Prospect Heights, the CCDOTH, and the MWRD for information regarding historical flooding issues throughout the project limits.

2. Perform an evaluation of existing drainage conditions through a review of record roadway plans, maps, reports and field reconnaissance trips. Identify existing drainage patterns, drainage systems, and major

drainage features. Evaluate sensitivity and suitability of the existing drainage systems and outlets to determine adequacy for continued use.

3. Evaluate stormwater runoff requirement and alternatives for in accordance with the WMO. Stormwater detention and volume control are not anticipated by the MWRD.
4. Evaluate storm sewer and ditch design criteria and perform preliminary storm sewer and ditch design including hydraulic grade line computations.
5. Identify permit requirement and coordinate with the City, CCDOTH, and MWRD for permit needs.
6. Evaluate the needs for additional rights-of-way and drainage easement for drainage purposes.

G. Task G – Preliminary Engineering

1. GHA will develop typical sections (existing and proposed) and preliminary plans for the proposed sidewalk improvements. Improvements are expected to consist of a 5-foot wide sidewalk constructed along the east side of the roadway and potentially enclosing portions of the open ditch to maintain the required setback (2-ft from curb and 10-ft from the edge of pavement).
2. GHA will identify any preliminary easement and or Right of Way needs.
3. GHA will prepare a preliminary Engineers Opinion of Probable Cost for the improvements utilizing current IDOT pay items.
4. As the preliminary plans are developed, they will be submitted to the respective utility companies identified within the project limits for the purpose of determining any potential conflicts caused by the proposed improvements.
5. GHA will review existing City utilities within the project limits and coordinate with the City to determine the extent of local utility improvements that may be constructed at the same time as the roadway reconstruction. Storm sewer improvements are generally eligible for federal participation, while water main replacement is not.

H. Task H – Project Development Report

The Phase I Engineering Study culminates in the completion and submittal of the Project Development Report (PDR). GHA will prepare Pre-Final (draft) and final versions of the PDR document and attachments. The PDR will follow the requirements of IDOT BLR 22211, which addresses processing the project as a State Approved Categorical Exclusion (formerly CE-I with report).

## III. Schedule

GHA is prepared to commence work immediately upon receipt of written authorization from the Client. Topographic and ROW survey data collection will typically commence within 3 weeks of authorization and GHA will contact the Council Liaison to set up the kickoff meeting as soon as practical. The following preliminary schedule for milestones is anticipated:

December 2018 – Commence Phase I
January 2019 – Submit Environmental Survey Request (ESR)
August 2019 – Submit Draft Project Development Report (minimum 6-8 months after ESR Submittal)
October 1, 2019 – Receive IDOT Design Approval

## IV. Key Personnel

Mr. Steven Berecz an Associate of the Firm will function as the Project Manager. Mr. Daniel Brinkman, PE, PTOE an Associate of the firm and Assistant Director of Transportation Services will lead and oversee the Environmental Processing and coordination of the Subconsultants as well as the Transportation components of the Engineering Analyses. Mr. Kevin Belgrave, PE, PTOE will oversee detailed preliminary sidewalk design. They will be assisted as needed by additional GHA professional and technical staff.

## V. Compensation for Services

For the above described services, GHA proposes billing on a time-and-materials (T&M) basis a not-to-exceed (NTE) fee of $92,104 in accordance with the City's rates currently on file. A detailed estimate of man-hours and direct costs are provided in Exhibits A and B respectively.

## VI. Authorization

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

Gewalt Hamilton Associates, Inc.

Steven D Berecz, PE
Associate / Senior Engineer

City of Prospect Heights

Name: _____

Title: _____

Date: _____

Encl. A Manhour Estimate
B Direct Expenses
C H&H Proposal

| | Principal $162 | CE VI $152 | CE V $138 | CE IV $138 | CE III $126 | CE II $120 | CE I $110 | LS IV $126 | LS II $110 | LS I $110 | GISP II $116 | GISP I $110 | EC II $116 | EC I $110 | ET V $136 | ET IV $118 | ET III $110 | ET II $96 | ET I $72 | AD I $60 | Total Hours | Fee |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A. Project Initiation, Coordination & Data Collection | | | | | | | | | | | | | | | | | | | | | | |
| Coordination with City | | | | 4 | | | | | | | | | | | | | | | | | 4 | $ 552 |
| Coordination with IDOT BLRS | | | 8 | | | | | | | | | | | | | | | | | | 8 | $ 1,104 |
| Coordination with FHWA | | | 8 | | | | | | | | | | | | | | | | | | 8 | $ 1,104 |
| Cook County DOTH | | | 8 | 16 | | | | | | | | | | | | | | | | | 24 | $ 3,312 |
| Coordination with ICC | | | 12 | 12 | | | | | | | | | | | | | | 16 | | | 40 | $ 4,848 |
| Coordination with MWRD | | | | 4 | | | 4 | | | | | | | | | | | | | | 8 | $ 992 |
| Coordination with Utility Agencies | | | | | | | 4 | | | | | | | | | | | | | 6 | 10 | $ 800 |
| Coordination with Wheeling | | | | 4 | | | | | | | | | | | | | | | | | 4 | $ 552 |
| Data Collection | | | 4 | | | | 4 | | | | | | | | | | | | | | 8 | $ 992 |
| Task A Subtotal | 0 | 0 | 40 | 40 | 0 | 0 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | 0 | 6 | 114 | $ 14,256 |
| **B. Project Administration & Meetings** | | | | | | | | | | | | | | | | | | | | | | |
| Public Meeting | | | 16 | 8 | | | | | | | | | | | | | | 20 | | 8 | 52 | $ 5,712 |
| Project Submittals | | | 6 | 12 | | | | | | | | | | | | | | | | 12 | 30 | $ 3,204 |
| Task B Subtotal | 0 | 0 | 22 | 20 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 20 | 0 | 20 | 82 | $ 8,916 |
| **C. Topographic Survey, ROW Survey & Base Plan Preparation** | | | | | | | | | | | | | | | | | | | | | | |
| Survey Coordination / CN Permitting | | | | | | | | 4 | | | | | | | | | | | | | 4 | $ 504 |
| ROW Boundary - Field Work | | | | | | | | 8 | 20 | | | | | | | | | | | | 28 | $ 3,208 |
| ROW Boundary - Office | | | | | | | | 12 | | | | | | | | | | | | | 12 | $ 1,512 |
| Topographic Survey - Field | | | | | | | | | 60 | | | | | | | | | | | | 60 | $ 6,600 |
| Field Reduction & Base Plan Preparation | | | | | | | | | | | | | | | | | | 60 | | | 60 | $ 5,760 |
| Task C Subtotal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 24 | 80 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 60 | 0 | 0 | 164 | $ 17,584 |
| **D. Traffic & Crash Analyses** | | | | | | | | | | | | | | | | | | | | | | |
| Traffic Data Collection | | | 1 | | | | | | | | | | | | | | 8 | | | 4 | 13 | $ 1,258 |
| 2050 Traffic Projections | | | | | | | | | | | | | | | | | | 4 | | | 4 | $ 384 |
| Crash Data & Traffic Analyses | | | 8 | | | | | | | | | | | | | | | 8 | | | 16 | $ 1,872 |
| Capacity Analyses | | | 6 | | | | | | | | | | | | | | | | | | 6 | $ 828 |
| Task D Subtotal | 0 | 0 | 15 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 12 | 0 | 4 | 39 | $ 4,342 |
| **E. Environmental Studies** | | | | | | | | | | | | | | | | | | | | | | |
| Environmental Field Review | | | | | | | | | | | | | 8 | | | | | | | | 8 | $ 928 |
| Wetland Delineation and Report | | | | | | | | | | | | | 16 | | | | | | | | 16 | $ 1,856 |
| Environmental Survey Request & Supporting Documentation | | | 4 | | | | 4 | | | | | | 8 | | | | 4 | | | | 20 | $ 2,360 |
| Task E Subtotal | 0 | 0 | 4 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 32 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 44 | $ 5,144 |
| **F. Preliminary Drainage Analyses** | | | | | | | | | | | | | | | | | | | | | | |
| Research and Evaluate Existing Drainage System | | | 2 | 4 | | | 12 | | | | | | | | | | | 4 | | | 22 | $ 2,532 |
| Evaluate Design Criteria and Permit Requirements | | | 2 | 4 | | | 8 | | | | | | | | | | | | | | 14 | $ 1,708 |
| Stormwater Runoff Control | | | 1 | 2 | | | 4 | | | | | | | | | | | | | | 7 | $ 854 |
| Storm Sewer and Ditch Design | | | 2 | 4 | | | 24 | | | | | | | | | | | 8 | | | 38 | $ 4,236 |
| Task F Subtotal | 0 | 0 | 7 | 14 | 0 | 0 | 48 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | 0 | 0 | 81 | $ 9,330 |
| **G. Preliminary Engineering** | | | | | | | | | | | | | | | | | | | | | | |
| Preliminary Plans | | 8 | 8 | 32 | | | | | | | | | | | | | 40 | | | | 88 | $ 11,136 |
| Typical Cross Section Design | | | | 4 | | | 2 | | | | | | | | | | | | | | 6 | $ 772 |
| City Utilities | | | | 6 | | | 8 | | | | | | | | | | | | | | 14 | $ 1,708 |
| Task G Subtotal | 0 | 8 | 8 | 42 | 0 | 0 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 40 | 0 | 0 | 0 | 108 | $ 13,616 |
| **H. Project Development Report** | | | | | | | | | | | | | | | | | | | | | | |
| Prepare Draft Project Development Report | | | 20 | | | | 8 | | | | | | | | | | | | | 4 | 32 | $ 3,880 |
| Prepare EOPC | | 2 | | 4 | | | | | | | | | | | | | | | | | 6 | $ 856 |
| Prepare Final Project Development Report | | | 8 | | | | 6 | | | | | | | | | | | | | 4 | 18 | $ 2,004 |
| Task H Subtotal | 0 | 2 | 28 | 4 | 0 | 0 | 14 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 56 | $ 6,740 |
| Total Labor | | | | | | | | | | | | | | | | | | | | | 688 | $ 79,928 |
| Reimbursable Expenses | | | | | | | | | | | | | | | | | | | | | | $ 12,176 |
| **Total Labor + Reimbursables** | | | | | | | | | | | | | | | | | | | | | | **$ 92,104** |

## Exhibit B - Direct Expense Costs

| PHASE I SERVICES | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Mileage** | | | | | | | |
| Meetings | 8 | trips at | 40 | miles/ea. | $0.50 | /mile | $160.00 |
| Survey | 14 | trips at | 40 | miles/ea. | $0.50 | /mile | $280.00 |
| Data Collection | 2 | trips at | 40 | miles/ea. | $0.50 | /mile | $40.00 |
| | | | | | | Mileage Subtotal | $480.00 |
| **Postage & Shipping** | | | | | | | |
| Shipping Overnight | 8 | pkgs | | | $25.00 | | $200.00 |
| | | | | | | Postage & Shipping Subtotal | $200.00 |
| **Video Data Processing** | | | | | | | |
| Miovision (TMC Counts) | 2 | intersections | 24 | hours | $18.00 | /hr. | $864.00 |
| Miovision (ALPR Counts) | 0 | lanes | 0 | hours | $30.00 | /hr. | $0.00 |
| | | | | | | Video Data Processing Subtotal | $864.00 |
| **Printing and Reproduction** | | | | | | | |
| Working Drawings | 1 | sets | 60 | sheets/ea. | $1.50 | /sheet | $90.00 |
| Intersection Design Studies | | sets | | sheets/ea. | $2.50 | /sheet | $0.00 |
| Location Drainage Technical Memo | 4 | sets | 60 | sheets/ea. | $0.25 | /sheet | $60.00 |
| | 4 | sets | 10 | sheets/ea. | $1.50 | /sheet | $60.00 |
| Draft Project Development Report | 4 | sets | 60 | sheets/ea. | $0.25 | /sheet | $60.00 |
| | 4 | sets | 15 | sheets/ea. | $1.50 | /sheet | $90.00 |
| Final Project Development Report | 3 | sets | 70 | sheets/ea. | $0.25 | /sheet | $52.50 |
| | 3 | sets | 15 | sheets/ea. | $1.50 | /sheet | $67.50 |
| Presentation Boards | 1 | sets | 15 | sheets/ea. | $10.00 | /sheet | $150.00 |
| | | | | | | Printing and Reproduction Subtotal | $630.00 |
| **Railroad Right of Way Access** | | | | | | | |
| Permitting | | | | | | | $1,000.00 |
| Insurance | | | | | | | $4,000.00 |
| Flagger | | | | | | | $1,000.00 |
| | | | | | | Railroad Right of Way Access Subtotal | $6,000.00 |
| **Sub-Consultants** | | | | | | | |
| Huff & Huff / GZA | Environmental | | | | | | $4,001.85 |
| | | | | | | Sub-Consultant Subtotal | $4,001.85 |
| | | | | | | **Total Direct Expenses** | **$12,175.85** |

Huff & Huff incorporated
A Subsidiary of GZA

GEOTECHNICAL
ENVIRONMENTAL
ECOLOGICAL
WATER
CONSTRUCTION MANAGEMENT

915 Harger Road
Suite 330
Oak Brook, IL 60523
T: 630.684.9100
F: 630.684.9120
www.huffnhuff.com
www.gza.com

November 14, 2018 via email: dbrinkman@gha-engineers.com

Mr. Daniel P. Brinkman, P.E., PTOE
Associate/Senior Transportation Engineer
Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills, Illinois 60061

**Re: Phase I Environmental Services – PESA**
**Wolf Road (south) Sidewalk Improvements – Prospect Heights, Cook County, Illinois**
**Proposal No. 81.PT00119.19**

Dear Mr. Brinkman:

Huff & Huff, Inc. (H&H), a subsidiary of GZA GeoEnvironmental, Inc. (Consultant) is pleased to submit this proposal to Gewalt Hamilton Associates, Inc., (Client) to conduct a Preliminary Environmental Site Assessment (PESA) for the proposed Wolf Road Improvements Project. The proposed project corridor along Wolf Road extends from the intersection of Edward Road to Old Willow Road, an approximate length of 0.70 miles, in Prospect Heights, Illinois.

Currently, we understand the project includes ADA sidewalk improvements along the east side of Wolf Road. This proposal presents our project approach, the scope of services, cost, and schedule for completing the project. If possible, we would anticipate combining efforts for this scope of services with the previously submitted scope of services (81.PT00087.18) for the north potion of the Project Corridor from Old Willow Road to Palatine/Willow Road. This is further discussed in Section 3 of this proposal.

## 1. SCOPE OF SERVICES

From our experience is working near this project corridor, we anticipate that this project is associated with multiple potentially impacted properties along the project corridor.

### Task 1 – Preliminary Environmental Site Assessment (PESA)

The process will follow general protocols contained within:

- A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation (IDOT) Highway Projects (Erdmann et al., 2012)
- ASTM International (ASTM) standard 1527-13
- The IDOTs Bureau of Design and Environment (BDE) Procedure Memorandum Number 10-07, *Special Waste Procedures*. This memo was incorporated into Chapter 27-3 of the IDOT BDE Manual in June 2012.
- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, July 2013.
- Public Act 96-1416
- Clean Construction or Demolition Debris Fill Operations (CCDD) and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100. Effective on August 27, 2012.



An Equal Opportunity Employer M/F/V/H

**A. Historical Research**

The site's historical land use/ownership record will be developed from standard historical sources. Historic aerial photographs will be reviewed to identify land use over time and potential areas of environmental concern, such as areas of surface disturbance and outside storage.

**B. Site Evaluation**

Current environmental features and conditions of sites adjacent to the right-of-way/project area will be evaluated. A site walkover of potential right-of-way/project areas designated for excavation and/or acquisition will be conducted for first-hand evaluation of current environmental conditions within the project limits. All of the features and conditions listed above will be investigated and, as appropriate, documented in photographs. The land-use and housekeeping practices of adjacent properties also will be evaluated in accordance with ASTM protocols.

**C. Records Review**

A records review will be conducted to determine potential environmental concerns within the study area. It will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. This search is based on the outline of the study area.

Specifically, H&H will search each database to identify any potential sources requiring further investigation. As appropriate, Freedom of Information Act (FOIA) requests will be filed with the IEPA to obtain additional data pertaining to identified sites.

**D. Report Preparation**

One report summarizing the results of the evaluation will be prepared. The following information will be included in this report:

a) The project location and description
b) Historical uses of corridor.
c) The area geology and hydrology.
d) The environmental status of sites adjacent to the corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, and hazardous waste, and PCBs.
e) An analysis of the site inspection.
f) A summary of the findings regarding any environmental concerns. This will include IDOT's requirements per Memo 66-10 and identification of Potentially Impacted Properties (PIPs) per Subpart F, Section 1100, 35 IAC, related to Clean Construction Demolition Debris management.

**Task 2 – <u>QA/QC</u>**

Time under this task includes QA/QC time for the PESA report as described above.

**Task 3 – <u>Project Management</u>**

Time under this task includes project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, document production and other in-house management activities.

## 2. PROJECT COSTS

The project costs for the proposed tasks are included on the attached spreadsheets.

## 3. LEVEL OF EFFORT AND SCHEDULE

PESA work will commence within 5 business days of project approval, with a target completion date of four weeks from the date of approval. Please note, it is our intent to coordinate field efforts with the north portion of the project under separate contract (Old Willow Road to Palatine/Willow Road) and we have adjusted the labor accordingly. In addition, if Prospect Heights wishes to have a single report for both the north and south portions, we anticipate additional savings on labor can be realized.

## 4. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

**CONDITIONS OF ENGAGEMENT**

The conditions of engagement are proposed to be in accordance with the AGREEMENT between Gewalt Hamilton Associates, Inc., 625 Forest Edge Drive, Vernon Hills, Illinois 60061 ("GHA") and Huff & Huff, Inc. A subsidiary of GZA GeoEnvironmental located at 915 Harger Road, suite 330 Oak Brook, IL 60523 ("SUBCONSULTANT") dated May 15, 2015. The terms and conditions of the AGREEMENT will be reproduced by GHA and incorporated with each specific assigned work order.

**ACCEPTANCE**

Upon issuance, both parties will execute the project specific Subconsultant Work Order consistent with the terms and conditions of the AGREEMENT.

We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-9100 with any questions.

Very truly yours,

**Huff & Huff, Inc.**

Jeremy J. Reynolds
Associate Principal
Attachments: Cost Plus Fixed Fee Spreadsheets

Illinois Department of Transportation

**Payroll Escalation Table**
**Fixed Raises**

| | | | |
|---|---|---|---|
| **FIRM NAME** | Huff & Huff, Inc. | **DATE** | 11/14/2018 |
| **PRIME/SUPPLEMENT** | Gewalt Hamilton Associates, Inc. | **PTB NO.** | |

| | | | | | |
|---|---|---|---|---|---|
| **CONTRACT TERM** | 12 | **MONTHS** | **OVERHEAD RATE** | 186.64% |
| **START DATE** | 11/26/2018 | | **COMPLEXITY FACTOR** | 0 |
| **RAISE DATE** | 3/1/2019 | | **% OF RAISE** | 3.00% |

## ESCALATION PER YEAR

| 11/26/2018 - 3/1/2019 | 3/2/2019 - 12/1/2019 | | | |
|---|---|---|---|---|
| 3 / 12 | 9 / 12 | | | |
| = 25.00% | 77.25% | | | |
| = 1.0225 | | | | |

**The total escalation for this project would be:** **2.25%**

Illinois Department of Transportation

## Payroll Rates

**FIRM NAME** Huff & Huff, Inc. **DATE** 11/14/2018
**PRIME/SUPPLEMENT** Gewalt Hamilton Associates, Inc.
**PTB NO.**

**ESCALATION FACTOR** 2.25%

| CLASSIFICATION | CURRENT RATE | ESCALATED RATE |
|---|---|---|
| Senior Principal | $70.00 | $70.00 |
| Principal | $70.00 | $70.00 |
| Associate Principal II | $70.00 | $70.00 |
| Associate Principal I | $60.26 | $61.62 |
| Senior Consultant | $67.18 | $68.69 |
| Senior Geotechnical Consultant | $62.87 | $64.28 |
| Senior Project Manager III | $60.00 | $61.35 |
| Senior Project Manager II | $45.56 | $46.59 |
| Senior Project Manager I | $44.00 | $44.99 |
| Senior Landscape Architect | $52.11 | $53.28 |
| Senior Planning PM | $49.90 | $51.02 |
| Senior Geologist PM | $43.33 | $44.30 |
| Senior Technical Specialist | $44.64 | $45.64 |
| Senior Scientist PM II | $46.14 | $47.18 |
| Senior Scientist PM I | $42.00 | $42.95 |
| Senior Technical Scientist | $39.50 | $40.39 |
| Senior CADD Specialist | $33.75 | $34.51 |
| Scientist PM II | $42.25 | $43.20 |
| Scientist PM I | $31.00 | $31.70 |
| Engineer PM I | $36.18 | $36.99 |
| Planning PM | $35.15 | $35.94 |
| Architect PM | $37.54 | $38.38 |
| Assistant PM Engineer II | $39.02 | $39.90 |
| Assistant PM Engineer I | $34.74 | $35.52 |
| Engineer I | $34.13 | $34.90 |
| Scientist EI | $26.98 | $27.59 |
| Scientist E2 | $23.17 | $23.69 |
| Administrative Managers | $40.57 | $41.48 |
| Senior Administrative Assistant | $27.89 | $28.52 |
| | | $0.00 |
| | | $0.00 |
| | | $0.00 |
| | | $0.00 |
| | | $0.00 |
| | | $0.00 |
| | | $0.00 |
| | | $0.00 |

Illinois Department of Transportation

**Cost Estimate of Consultant Services**
**(CPFF)**

| | |
|---|---|
| Firm | Huff & Huff, Inc. |
| Route | Wolf Road Sidewalk |
| Section | Edward to Old Willow |
| County | Cook |
| Job No. | |
| PTB & Item | |

Date 11/14/2018

Overhead Rate **186.64%**

Complexity Factor **0**

| Item | Manhours | Payroll | Overhead & Fringe Benefits | In-House Direct Costs | Fixed Fee | Outside Direct Costs | Services By Others | Total | % of Grand Total |
|---|---|---|---|---|---|---|---|---|---|
| PESA | 30 | 933.38 | 1,742.07 | 0.00 | 387.94 | 300.00 | 0.00 | 3,363.39 | 84.05% |
| QAQC | 3 | 150.23 | 280.38 | 0.00 | 62.44 | 0.00 | 0.00 | 493.04 | 12.32% |
| Project Management | 1 | 44.30 | 82.69 | 0.00 | 18.41 | 0.00 | 0.00 | 145.41 | 3.63% |
| | | | | | | | | | |
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| | | | | | | | | | |
| | | | | | | | | | |
| **TOTALS** | 34 | 1,127.91 | 2,105.14 | 0.00 | 468.79 | 300.00 | 0.00 | 4,001.85 | 100.00% |

Method of Compensation:

| | | |
|---|---|---|
| Cost Plus Fixed Fee 1 | [X] | 14.5%[DL + R(DL) + OH(DL) + IHDC] |
| Cost Plus Fixed Fee 2 | [ ] | 14.5%[DL + R(DL) + 1.4(DL) + IHDC] |
| Cost Plus Fixed Fee 3 | [ ] | 14.5%[(2.3 + R)DL + IHDC] |
| Specific Rate | [ ] | |
| Lump Sum | [ ] | |

Illinois Department of Transportation

# Average Hourly Project Rates

| | |
|---|---|
| **Route** | Wolf Road Sidewalk |
| **Section** | Edward to Old Willow |
| **County** | Cook |
| **Job No.** | |
| **PTB/Item** | |

**Consultant** Huff & Huff, Inc.

**Date** 11/14/2018

**Sheet** 1 **OF** 1

| Payroll Classification | Avg Hourly Rates | Total Project Rates | | | PESA | | | QAQC | | | Project Management | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg |
| Senior Principal | 70.00 | 0 | | | | | | | | | | | | | | | | | |
| Principal | 70.00 | 0 | | | | | | | | | | | | | | | | | |
| Associate Principal II | 70.00 | 0 | | | | | | | | | | | | | | | | | |
| Associate Principal I | 61.62 | 1 | 2.94% | 1.81 | | | | 1 | 33.33% | 20.54 | | | | | | | | | |
| Senior Consultant | 68.69 | 0 | | | | | | | | | | | | | | | | | |
| Senior Geotechnical Consultant | 64.28 | 0 | | | | | | | | | | | | | | | | | |
| Senior Project Manager III | 61.35 | 0 | | | | | | | | | | | | | | | | | |
| Senior Project Manager II | 46.59 | 0 | | | | | | | | | | | | | | | | | |
| Senior Project Manager I | 44.99 | 0 | | | | | | | | | | | | | | | | | |
| Senior Landscape Architect | 53.28 | 0 | | | | | | | | | | | | | | | | | |
| Senior Planning PM | 51.02 | 0 | | | | | | | | | | | | | | | | | |
| Senior Geologist PM | 44.30 | 3 | 8.82% | 3.91 | | | | 2 | 66.67% | 29.54 | 1 | 100.00% | 44.30 | | | | | | |
| Senior Technical Specialist | 45.64 | 0 | | | | | | | | | | | | | | | | | |
| Senior Scientist PM II | 47.18 | 0 | | | | | | | | | | | | | | | | | |
| Senior Scientist PM I | 42.95 | 0 | | | | | | | | | | | | | | | | | |
| Senior Technical Scientist | 40.39 | 0 | | | | | | | | | | | | | | | | | |
| Senior CADD Specialist | 34.51 | 3 | 8.82% | 3.04 | 3 | 10.00% | 3.45 | | | | | | | | | | | | |
| Scientist PM II | 43.20 | 0 | | | | | | | | | | | | | | | | | |
| Scientist PM I | 31.70 | 0 | | | | | | | | | | | | | | | | | |
| Engineer PM I | 36.99 | 0 | | | | | | | | | | | | | | | | | |
| Planning PM | 35.94 | 0 | | | | | | | | | | | | | | | | | |
| Architect PM | 38.38 | 0 | | | | | | | | | | | | | | | | | |
| Assistant PM Engineer II | 39.90 | 0 | | | | | | | | | | | | | | | | | |
| Assistant PM Engineer I | 35.52 | 0 | | | | | | | | | | | | | | | | | |
| Engineer I | 34.90 | 11.5 | 33.82% | 11.80 | 11.5 | 38.33% | 13.38 | | | | | | | | | | | | |
| Scientist EI | 27.59 | 14.5 | 42.65% | 11.77 | 14.5 | 48.33% | 13.33 | | | | | | | | | | | | |
| Scientist E2 | 23.69 | 0 | | | | | | | | | | | | | | | | | |
| Administrative Managers | 41.48 | 0 | | | | | | | | | | | | | | | | | |
| Senior Administrative Assistant | 28.52 | 1 | 2.94% | 0.84 | 1 | 3.33% | 0.95 | | | | | | | | | | | | |
| | | 0 | | | | | | | | | | | | | | | | | |
| **TOTALS** | | 34 | 100% | $33.17 | 30 | 100% | $31.11 | 3 | 100% | $50.08 | 1 | 100% | $44.30 | 0 | 0% | $0.00 | 0 | 0% | $0.00 |

# HUFF & HUFF, INC.
# SUMMARY OF INHOUSE DIRECT COSTS
Project: GHA Wolf Rd South PESA

| | | | | DIRECT |
|---|---|---|---|---|
| ***Task 01 - PESA*** | | | | |
| | 0 x | $ - | = $ | - |
| | | **Task Total** | **$** | **-** |
| ***Task 02 - QAQC*** | | | | |
| | 0 x | $ - | = $ | - |
| | | **Task Total** | **$** | **-** |
| ***Task 03 - PM*** | | | | |
| | 0 x | $ - | = $ | - |
| | | **Task Total** | **$** | **-** |
| | | **GRAND TOTAL** | **$** | **-** |

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# HUFF & HUFF, INC.
# SUMMARY OF OUTSIDE DIRECT COSTS
Project: GHA Wolf Rd South PESA

| | | | | | | OUTSIDE |
|---|---|---|---|---|---|---|
| ***Task 01 - PESA*** | | | | | | |
| Records Search | 1 | x | $ 300.00 | = | $ | 300.00 |
| | 0 | x | $ - | = | $ | - |
| | | | **Task Total** | | **$** | **300.00** |
| ***Task 02 - QAQC*** | | | | | | |
| | | | **Task Total** | | **$** | **-** |
| ***Task 03 - PM*** | | | | | | |
| | | | **Task Total** | | **$** | **-** |
| | | | **GRAND TOTAL** | | **$** | **300.00** |

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# HUFF & HUFF, INC.
# SUMMARY OF SERVICES BY OTHERS
Project: GHA Wolf Rd South PESA

| | | | OUTSIDE |
|---|---|---|---|
| ***Task 01 - PESA*** | | | |
| | **Task Total** | **$** | **-** |
| ***Task 02 - QAQC*** | | | |
| | **Task Total** | **$** | **-** |
| ***Task 03 - PM*** | | | |
| | **Task Total** | **$** | **-** |
| | **GRAND TOTAL** | **$** | **-** |

\\Gzachicago\finance\PROPOSALS\Proposal-FY2019\GHA\Prospect Heights\[81.PT00119.19 GHA Wolf Rd South PESA

To: Mayor Helmer and Members of the City Council

From: Joe Wade, City Administrator

Subject: Resolution and Policy Regarding Required Use of Qualifications-Based Selection Process for Architectural, Engineering, and Land Surveying Services when Utilizing Federal Funding

Date: November 29, 2018

Background

The City has been informed of a change in law regarding the selection of design professionals by the City's legal counsel. In Illinois, architectural, engineering, or land surveying service vendors must be selected by the City in accordance with the Local Government Professional Services Selection Act when federal funds are used.

The proposed resolution and policy is a product of information from Tressler and Gewalt Hamilton. As IDOT is the gatekeeper of federal funding for transportation projects, the proposed policy has been developed to provide compliance with Bureau of Local Roads and Streets requirements.

Information obtained from Tressler addresses applicable situations where a waiver of this requirement is permissible.

Analysis

Federal funding of local projects through such vehicles as Surface Transportation Program, Congestion Mitigation and Air Quality, or Safe Routes to Schools grants is common among municipalities. As the Local Government Professional Services Selection Act establishes requirements of municipalities in the selection of municipal services, the attached resolution and policy memorializes Prospect Heights' compliance with this law through identified policies and procedures.

Recommendation

Staff recommends the adoption of the resolution and policy.

**RESOLUTION R-18-50**

**Resolution Adopting City of Prospect Heights Qualifications-Based Selection Written Policy and Procedure in Compliance with State of Illinois Local Government Professional Services Selection Act, 50 ILCS 510**

**Whereas**, 50 ILCS 510, the Local Government Professional Services Selection Act, governs the selection of architectural, engineering, and land surveying services; and

**Whereas**, the City of Prospect Heights utilizes federal funds for assorted Public Works projects, which requires the use of Qualifications-Based Selection for architectural, engineering and land surveying services; and

**Whereas**, an adopted written policy concerning the City of Prospect Heights' Qualifications-Based Selection practices provides compliance with the Illinois Department of Transportation requirements;

**Now, Therefore, Be It Resolved By the City Council Of The City Of Prospect Heights, Cook County, Illinois, As Follows:**

**Section One**: The recitals set forth hereinabove are true and correct.

**Section Two**: The City Administrator is authorized to implement the Qualifications-Based Selection Policy and Procedure in Compliance with State of Illinois Local Government Professional Services Selection Act.

**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 10th day of December, 2018.

_____
Nicholas J. Helmer, Mayor

Attest:

_____
City Clerk

Ayes: _____

Nays: _____

Absent: _____

**City of Prospect Heights**

**Qualifications-Based Selection Written Policy and Procedure**

The City of Prospect Heights receives federal funds, which may be used to fund engineering and design related consultant services. The City's written policies and procedures as described herein for Qualifications-Based Selection (QBS) will meet the requirements of 23 CFR 172 and the Brooks Act.

1. Initial Administration- The City of Prospect Heights' QBS policy and procedures assigns responsibilities to the City Administrator, Department of Public Works and the Finance Department for the procurement, management and administration of consultant services.
2. Written Policies and Procedures- The City of Prospect Heights believes he adopted QBS written policies and procedures substantially follow Section 5-5 of the Bureau of Local Roads and Streets (BLRS) Manual and specifically Section 5-5.06 (e), therefore; approval from the Illinois Department of Transportation (IDOT) is not required.
3. Project Description-The City of Prospect Heights will use the following five items when developing the project description and may include additional items when unique circumstances exist.
   - A general description of the need, purpose, and objective of the project;
   - Identification of the various project components;
   - A desired timetable for the effort;
   - Identification of any expected problems;
   - The anticipated total project budget.
4. Public Notice-When seeking engineering and/or design consultants in connection with a project, the City of Prospect Heights will post an announcement on our website https://www.prospecct-heights.il.us/ and/or publish an ad in a newspaper with appropriate circulation. The item will be advertised for at least 14 days prior to the acceptance of proposals, and at least twice in the newspaper.
5. Conflict of Interest-The City of Prospect Heights will require consultants to submit a disclosure statement with their procedures through the use of the IDOT BDE Disc 2 template as the conflict of interest disclosure form.
6. Waiver Ability and Procedure to Waive Portions of Local Government Professional Services Selection Act- the Act allows for the City of Prospect Heights to consider the cost of architectural, engineering and land surveying services and waive portions of the statutory requirements if those services are expected to be below $40,000. The City may memorialize this authority and decision through specific resolutions for specific projects.

7. Suspension and Debarment-The City of Prospect heights will use the Federal System of Award Management (SAM) exclusions. IDOT's Chief Procurement Officer (CPO) website and the three other state of Federal CPO's websites to verify the eligibility of firms short listed and selected for projects.
8. Evaluation Factors-The City of Prospect Heights allows the City Administrator to set the evaluation factors for each project, but they must include a minimum of 5 criteria and stay within the established weighing range. The maximum of DBE and local presence combined will not be more than 10% on projects where federal funds are used.

   Criteria and weighting per the City of Prospect Heights' QBS procedures:

   Technical Approach (10-30%)
   Firm Experience (10-30%)
   Specialized Expertise (10-30%)
   Staff Capabilities (Prime/Sub) (10-30%)
   Work Load Capacity (10-30%)
   Past Performance (10-30%)
   Local Presence*
   Participation of Qualified ad Certified DBE Sub-consultants*
   (*The combined total of these two items cannot exceed 10%)

   Price and cost related items, including cost proposals, direct salaries/wage rates; indirect costs (overhead), and other direct costs shall not be used as a factor in the evaluation, ranking and selection.

9. Selection-The City of Prospect Heights requires a three person selection committee, with members selected by the City Administrator. The selection committee members must certify they do not have a conflict of interest. Selection committee members are chosen by the City Administrator for each project. The City Administrator will determine if interviews will be required for each project. The City of Prospect Heights requires each member of the selection committee to provide an independent score for each proposal using standardized criteria as exhibited below:

| **Criteria** | **Weighting** | **Points** | **Firm 1** | **Firm 2** | **Firm 3** |
|---|---|---|---|---|---|
| Criterion 1 | | | | | |
| Criterion 2 | | | | | |
| Total | !00% | | | | |

The selection committee members' scores are averaged for a committee score which is used to establish a short list of three firms. The committee score is adjusted by the committee based on group discussion and information gained from presentations and interviews to develop final scoring and ranking. If there are other firms within 10% of the minimum score, the City Administrator may choose to expand the short list to include more than three firms.

10. Independent Estimate- the City of Prospect Heights will prepare an independent estimate for the project prior to contract negotiation. The estimate is used in negotiations.

11. Contract Negotiation-The City of Prospect Heights requires a minimum two-person team to negotiate with firms. The team typically consists of the City Administrator and the Director of Public Works/Director of Building and Community Development/Director of Finance. Members of the negotiation team may delegate this responsibility to staff members. If a contract cannot be negotiated with the selected consultant, the team shall attempt to negotiate a contract with the second-ranked consultant. If this negotiation fails, the City of Prospect Heights shall recommence the QBS process.

12. Acceptable Costs-The City of Prospect Heights requires the Finance Director to review the contract costs and the indirect costs to assure they are compliant with Federal cost principles prior to submission to IDOT.

13. Invoice Processing-The City of Prospect Heights requires the Finance Director to review and approve all invoices for any project using federal funds prior to payment and submission to IDOT for reimbursement.

14. Project Administration-The City of Prospect Heights requires the selected Project Manager to monitor work on the project in accordance with the contract and to file reports with the Director of Public works, who will determine compliance with the conditions, and specifications of the contract. The City of Prospect Heights' procedures require an evaluation of the consultant's work at the end of each project. These reports are maintained in the City of Prospect Heights consultant information file. The City of Prospect Heights follows IDOT's requirements and the required submission of BLRS Form 05613 to the IDOT district at contract close-out along with the final invoice.

**RESOLUTION NO. R-18-51**

**A RESOLUTION AUTHORIZING THE EXECUTION OF CONTRACTS TO ACCEPT THE DONATION OF REAL PROPERTY LOCATED ON PLAZA DRIVE**

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

WHEREAS, the City desires to accept the donation of portions of eight separate parcels, commonly known as 821 Piper Lane, 841 Piper Lane, 861 Piper Lane, 874 Piper Lane, 884 Piper Lane, 888 Piper Lane, 890 Piper Lane, and 898 Piper Lane, located in Prospect Heights, Illinois, from the owners of the respective properties, as shown in Attachment A; and

WHEREAS, the donation area of each property contains a part of Plaza Drive, a public street that runs north and south between Palatine Frontage Road to Apple Drive; and

WHEREAS, the City and the donors have set forth the terms of the donations as described in the Donation Agreements attached hereto; and

WHEREAS, it is in the best interest of the City of Prospect Heights for the Mayor or his designee to execute the Donation Agreements for the acceptance of the property from the donors as set forth in the agreements attached hereto;

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

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

**SECTION 2:** The City Council of the City of Prospect Heights approves and authorizes the Mayor of his designee to execute the documents and take all actions necessary to accept the donations of property in accordance with the terms set forth in the Donation Agreements, attached hereto as Exhibits B – I, subject to review by the City Attorney.

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

**Passed and Approved** this __ day of December, 2018

_____

Nicholas J. Helmer, Mayor

**Attest:**

_____

City Clerk

Ayes:

Nays:

Absent:

**Attachment A**
**Location of Properties**

**Attachments B**
**Donation Agreement for 821 Piper Lane**

**Attachment C**
**Donation Agreement for 841 Piper Lane**

**Attachment D**
**Donation Agreement for 861 Piper Lane**

**Attachment E**
**Donation Agreement for 874 Piper Lane**

**Attachment F**
**Donation Agreement for 884 Piper Lane**

**Attachment G**
**Donation Agreement for 888 Piper Lane**

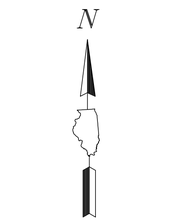
**Attachment H**
**Donation Agreement for 890 Piper Lane**

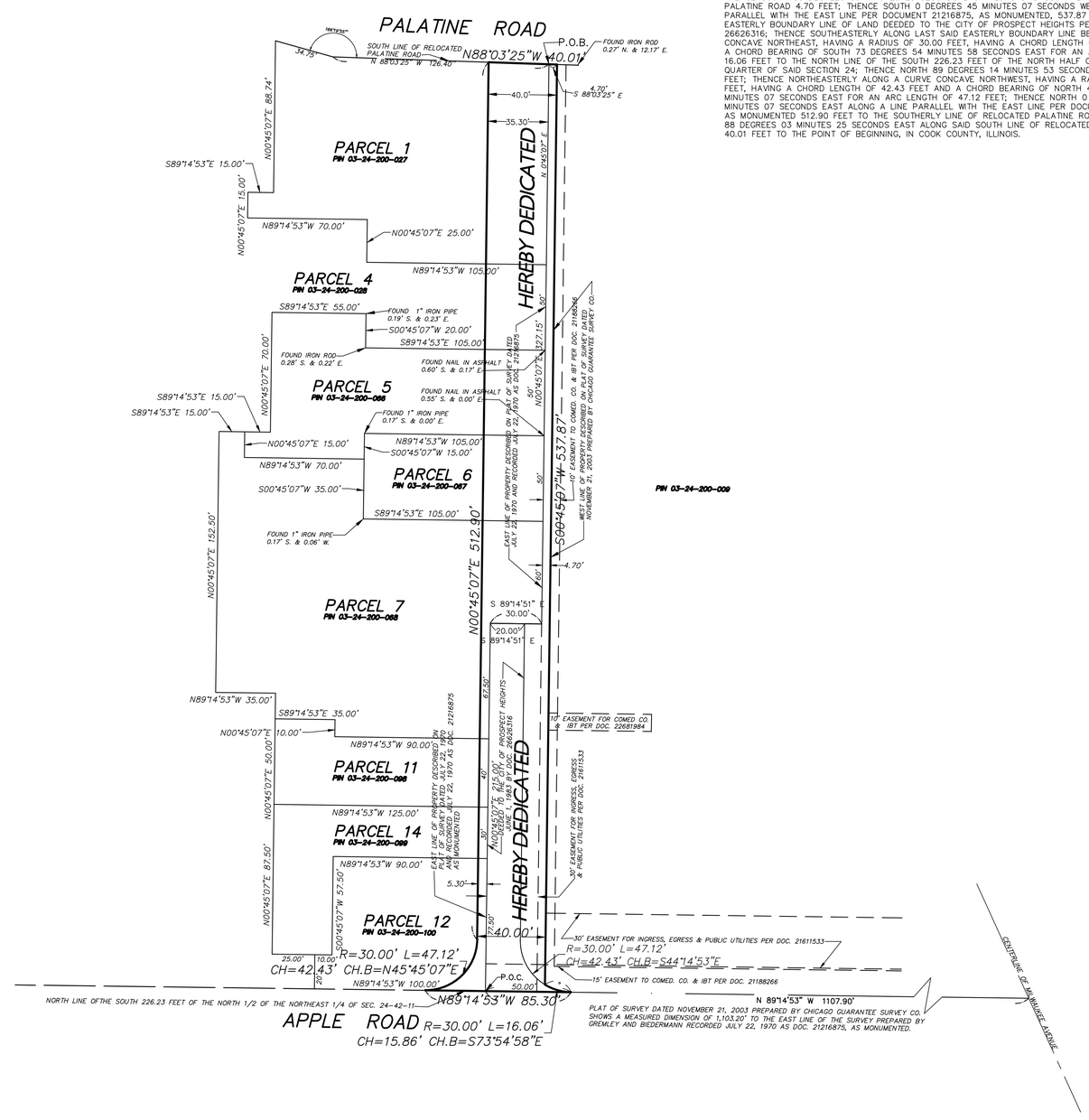
**Attachment I**
**Donation Agreement for 898 Piper Lane**

# PLAT OF DEDICATION

## OF

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE) (SAID POINT BEING THE SOUTHEAST CORNER OF THE *SURVEY PREPARED BY GREMLEY AND BIEDERMANN RECORDED JULY 22, 1970 AS DOC. 21216875, AS MONUMENTED*); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET, THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD FOR A POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 03 MINUTES 25 SECONDS EAST ALONG SAID SOUTH LINE OF RELOCATED PALATINE ROAD 4.70 FEET; THENCE SOUTH 0 DEGREES 45 MINUTES 07 SECONDS WEST ALONG A LINE PARALLEL WITH THE EAST LINE PER DOCUMENT 21216875, AS MONUMENTED, 537.87 FEET TO THE EASTERLY BOUNDARY LINE OF LAND DEEDED TO THE CITY OF PROSPECT HEIGHTS PER DOCUMENT 26626316; THENCE SOUTHEASTERLY ALONG LAST SAID EASTERLY BOUNDARY LINE BEING A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 30.00 FEET, HAVING A CHORD LENGTH OF 15.86 FEET AND A CHORD BEARING OF SOUTH 73 DEGREES 54 MINUTES 58 SECONDS EAST FOR AN ARC LENGTH OF 16.06 FEET TO THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE NORTH 89 DEGREES 14 MINUTES 53 SECONDS WEST 85.30 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 30.00 FEET, HAVING A CHORD LENGTH OF 42.43 FEET AND A CHORD BEARING OF NORTH 45 DEGREES 45 MINUTES 07 SECONDS EAST FOR AN ARC LENGTH OF 47.12 FEET; THENCE NORTH 0 DEGREES 45 MINUTES 07 SECONDS EAST ALONG A LINE PARALLEL WITH THE EAST LINE PER DOCUMENT 21216875 AS MONUMENTED 512.90 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD; THENCE SOUTH 88 DEGREES 03 MINUTES 25 SECONDS EAST ALONG SAID SOUTH LINE OF RELOCATED PALATINE ROAD 40.01 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.




| AREA | | |
|---|---|---|
| PIN: 03-24-200-027 | 4,149 SQ.FT. | 0.095 AC. |
| PIN: 03-24-200-028 | 1,765 SQ.FT. | 0.0405 AC. |
| PIN: 03-24-200-066 | 1,765 SQ.FT. | 0.0405 AC. |
| PIN: 03-24-200-067 | 1,765 SQ.FT. | 0.0405 AC. |
| PIN: 03-24-200-068 | 2,475 SQ.FT. | 0.057 AC. |
| PIN: 03-24-200-098 | 212 SQ.FT. | 0.005 AC. |
| PIN: 03-24-200-099 | 159 SQ.FT. | 0.004 AC. |
| PIN: 03-24-200-100 | 604 SQ.FT. | 0.014 AC. |
| PIN: 03-24-200-068 | 9,019 SQ.FT. | 0.207 AC. |
| TOTAL | 21,913 SQ.FT. | 0.503 AC. |

### CITY TREASURER CERTIFICATE

STATE OF ILLINOIS)
S.S.
COUNTY OF COOK)

I, _____CITY TREASURER FOR THE CITY OF PROSPECT HEIGHTS, ILLINOIS, FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUE AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT

DATED THIS_____DAY OF _____, 2018.

SIGNED: _____.
CITY TREASURER

### CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
S.S.
COUNTY OF COOK)

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS, COOK COUNTY, ILLINOIS THIS_____DAY OF _____, 2018.

SIGNED: _____, ATTEST: _____.
MAYOR. CITY CLERK

### CITY ENGINEER CERTIFICATE

STATE OF ILLINOIS)
S.S.
COUNTY OF COOK)

APPROVED BY THE CITY ENGINEER OF THE CITY OF PROSPECT HEIGHTS, COOK COUNTY, ILLINOIS THIS_____DAY OF _____, 2018.

SIGNED: _____.
CITY ENGINEER

### COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
S.S.
COUNTY OF COOK)

I, _____, COUNTY CLERK OF COOK COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, NO DELINQUENT OR UNPAID CURRENT SPECIAL ASSESSMENTS, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE DESCRIBED PROPERTY. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____ , A.D. 2018.

_____
COOK COUNTY CLERK

### SURVEYOR'S NOTES

1. PLAT OF SURVEY PREPARED BY GREMLEY AND BIEDERMANN *DATED JULY 22, 1970 AND RECORDED JULY 22, 1970 AS DOC. 21216875* IS THE BASIS OF ALL OWNERSHIP IN THE MULTI-FAMILY RESIDENCES ALONG PLAZA DRIVE. PARCELS 1, 4, 5, 6, 7, 11, 12 AND 14 ARE AS SHOWN ON SAID SURVEY.
2. DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF. DO NOT SCALE DIMENSION FROM THIS PLAT
3. TITLE COMMITMENTS WERE NOT PROVIDED FOR SURVEYORS USE.
4. CONTACT J.U.L.I.E. BEFORE DIGGING. J.U.L.I.E. MAY BE REACHED AT 811.

### SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
S.S.
COUNTY OF LAKE)

GEWALT HAMILTON ASSOCIATES INC. DO HEREBY CERTIFY THAT WE HAVE PREPARED THIS PLAT FROM OFFICIAL PLATS AND RECORDS FOR THE PURPOSE OF DEDICATING THE PROPERTY HEREON DESCRIBED AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID PROPERTY. ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED THIS 11TH DAY OF OCTOBER, 2018.

GEWALT HAMILTON ASSOCIATES, INC.
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-000922

_____
EDWARD A. HEDGE
PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 3026
MY LICENSE EXPIRES NOVEMBER 30, 2018

STATE OF ILLINOIS
Vernon Hills
EDWARD A. HEDGE
035-003026
PROFESSIONAL LAND SURVEYOR


GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive ■ Vernon Hills, IL. 60061
TEL 847.478.9700 ■ FAX 847.478.9701



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# PLAT OF DEDICATION

## PLAZA ROAD
## VILLAGE OF PROSPECT HEIGHTS

| NO. | BY | DATE | REVISION |
|---|---|---|---|

| NO. | BY | DATE | REVISION |
|---|---|---|---|

FILE: 4755.052-POD.dwg
DRAWN BY: EAH
DATE: 11-01-18
GHA PROJECT # 4755.052
CHECKED BY: JFP
DATE: 11-11-18
SCALE: 1"=40'
SHEET NUMBER: 1
OF 2 SHEETS




P:\4700\4755 PROSPECT HEIGHTS PROJECTS\4755.052 PROSPECT HTS-PLAZA RD PLAT OF DEDICATION\SURVEY\4755.052-POD.DWG 11/12/2018 7:54 AM

**DONATION AGREEMENT**
**821 PIPER LANE**

THIS DONATION AGREEMENT (the "**Agreement**") is made as of this 10th day of December, 2018 (the "**Effective Date**") by and between the City of Prospect Heights, a non-home rule municipal corporation (the "**City**"), and KTPS LLC – Series IV, an Illinois series limited liability company (the "**Donor**"). The City and the Donor are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

## RECITALS

**WHEREAS**, the Donor is the owner in fee simple of certain real estate commonly known as 890 Piper Lane, Prospect Heights, IL 60070 (the "**Property**"), which is more particularly described on Exhibit A attached hereto; and

**WHEREAS**, the eastern portion of the Property (the "**Donation Area**"), more particularly described on Exhibit B attached hereto, contains a part of Plaza Drive, a public street that runs north and south between Palatine Frontage Road to Apple Drive; and

**WHEREAS**, the Parties desire to have Plaza Drive maintained by the City, donated to the City, and resurface and improved by the City; and

**WHEREAS**, in order for the City to maintain, resurface and improve all of Plaza Drive, the City has entered into contracts similar to this Agreement with Chicago Title Land Trust Company as Trustee under Trust #1112374 dated August 27, 2003 who owns 888 Piper Lane, Prospect Heights, IL 60070; Intrepid Rental Properties LLC who owns 874 Piper Lane, Prospect Heights, IL 60070; Vasilios S Apostolakis and Maria V. Apostolakis who own 890 Piper Lane, Prospect Heights, IL 60070; Community Savings Bank as Trustee under Trust #LT-299 dated March 16, 1989 who owns 841 Piper Lane, Prospect Heights, IL 60070; Yacoub Rayyan and Martha Rayyan who own 884 Piper Lane, Prospect Heights, IL 60070; Victor A. Mattison who owns 861 Piper Lane, Prospect Heights, IL 60070; and Leonardo A. Figliola who owns 898 Piper Lane, Prospect Heights, IL 60070 (collectively the aforementioned property owners are referred to hereinafter as the "**Pledge Owners**", and collectively the aforementioned agreements are referred to hereinafter as the "**Pledge Contracts**"); and

**WHEREAS**, after this Agreement and the Pledge Contracts have been consummated, the City of Prospect Heights will have title to all of Plaza Drive; and

**WHEREAS**, the Parties desire that the Donor donates the Donation Area to the City on the terms and conditions stated herein.

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

**1. INCORPORATION OF RECITALS.** The Recitals above are hereby incorporated into this Agreement as if set forth verbatim herein.

**2. DONATION BY DONOR.** The Donor shall donate the Donation Area to the City free and clear of any claims, title encumbrances and mortgages along with One Thousand Dollars ($1,000.00)

which sum shall be placed into an escrow and used to resurface and improve Plaza Drive. The closing (the "**Closing**") of the contemplated donation shall take place at Chicago Title Insurance Company (the "**Title Company**") located at 10 S. LaSalle Street, Chicago, Illinois 60603 on February 15, 2019.

**3. TITLE INSURANCE.** Prior to Closing, the City shall obtain a title insurance commitment for the Donation Area from Chicago Title Insurance Company (the "**Title Commitment**"). If the Title Commitment shows any claims, title encumbrances, mortgages or other exceptions to title which are not acceptable to the City, then the Parties shall cooperate together to remove the same.

**4. PLAT OF DONATION.** Prior to Closing, the City may obtain, at the City's sole cost and expense, a plat showing the Donation Area and establishing that it shall be donated and/or vacated (the "**Plat**").

**5. CONDITIONS PRECEDENT TO CLOSING.** The City's obligation to proceed to Closing is contingent on the following:

**a.** The City is satisfied, in its sole and absolute discretion, with title to the Donation Area;
**b.** All the Pledge Contracts remain in full force and effect;
**c.** None of the Pledge Owners are in default under any of the Pledge Contracts; and
**d.** All the Pledge Owners are ready, willing and able to consummate their obligations as fully set forth on in the Pledge Contracts on the date of Closing.

**6. CLOSING DOCUMENTS.** At Closing, the Donor shall provide to the City the following:

**a.** An original, executed and notarized quit claim deed ("**Deed**") as set forth on Exhibit C;
**b.** Such other standard closing documents or documentation as required by law or by the Title Company to effectuate the transaction contemplated herein;
**c.** An original, executed Escrow Agreement as set forth on Exhibit D along with $1,000.00 which sum shall be wired into the escrow established by the Escrow Agreement; and
**d.** An original, executed and notarized Plat.

**7. COSTS.** The City shall pay all fees associated with the Title Commitment (including any update fees, search fees, and the premium of the owner's policy), any escrow fees, and costs to record the Deed and Plat. The Donor shall only be responsible for the fees associated with their own legal counsel and tax counsel, if any.

**8. REPRESENTATIONS AND WARRANITES.** The Donor does hereby represent and warrant to the City as follows, which representations and warranties shall be deemed remade as of, and shall survive, the Closing and shall not merge into the Deed:

**a.** there are no leases, licenses, occupancy agreements, management agreements, maintenance agreements or other contracts related to the Donation Area that will survive the Closing; and
**b.** the Donor will not record any covenants, declarations, restrictions or the like against the Donation Area;
**c.** the Donor possesses all necessary legal authority to enter into this Agreement, execute the Deed and Plat, and consummate the transaction(s) contemplated herein;
**d.** this Agreement constitutes a valid and binding obligation of the Donor in accordance with its terms; and

**e.** the Donor has not relied on the City for any tax advice regarding the transaction(s) described herein.

**9. REAL ESTATE TAXES.** The City is a unit of local government and land owned by it within its corporate limits will be considered tax-exempt. Immediately after the date of Closing, the City will take steps to ensure that the Donation Area will be tax-exempt. The Donor will be responsible for any and all general real estate taxes for the Donation Area that have accrued prior to the date of Closing. The provisions of this Section 9 shall survive the Closing and shall not merge into the Deed.

**10. CONVEYANCE TAXES.** The Parties acknowledge that because the City is a governmental entity, the donation described herein is exempt from State, County and local real estate transfer taxes. Nevertheless, the City shall furnish all real estate transfer declarations as required by the State, County and local law.

**11. NOTICES.** Any and all notices, demands, consents and approvals required under this Agreement 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, 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 City:
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 Donor: _____
_____
_____
_____
Email: _____

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 the City's attorney on behalf of the City shall be effective notices as if sent by the City.

**12. EXHIBITS.** The following Exhibits are attached hereto and made a part hereof by reference:

| | |
|---|---|
| Exhibit A | Legal Description of Property |
| Exhibit B | Legal Description of Donation Area |
| Exhibit C | Quit Claim Deed |
| Exhibit D | Escrow Agreement |

**13. BROKERAGE.** Each Party represents and warrants to the other Party that in connection with this transaction contemplated herein that they have not engaged any broker or finder and that no broker or finder is owed any commission or finder's fee. The representations and warranties made in this Section 11 shall survive the Closing for an indefinite period.

**14. MISCELLANEOUS PROVISIONS.**

**a. Time is of the Essence.** The Parties agree that time is of the essence throughout the term of this Agreement 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 Agreement, 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 Agreement 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 Agreement, 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 Agreement 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. Savings Clause.** If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**g. Counterparts.** This Agreement 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 Agreement shall be deemed sufficient for execution so long as original signatures are delivered to the other Party hereto promptly thereafter.

**h.** **Buyer is Not Disqualified.** The person signing this Agreement on behalf of the Donor swears and affirms hereby that to their actual knowledge, the Donor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless: (a) the Donor 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 Donor has contracted with the Department of Revenue for the payment of all such taxes that are due and is in compliance with that contract.

**i.** **Prohibited Person.** As used in this Agreement, 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.

* * * *

*Remainder of this page left blank*

* * * *

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date

| | |
|---|---|
| **CITY OF PROSPECT HEIGHTS,**<br>a non-home rule municipal corporation | **KTPS LLC – Series IV**<br>an Illinois series limited liability company |
| By:_____<br>Joe Wade, City Administrator | By:_____<br>Its: _____ |

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

**LEGAL DESCRIPTION:** THE EAST 90.0 FEET OF THE NORTH 30.0 FEET OF THE SOUTH 107.50 FEET AND THE WEST 35.0 FEET OF THE EAST 125.0 FEET OF THE NORTH 87.50 FEET OF THE SOUTH 107.50 FEET AND THE WEST 85.0 FEET OF THE EAST 385.0 FEET OF THE SOUTH 55.0 FEET AND THE WEST 15.0 FEET OF THE EAST 385.0 FEET OF THE NORTH 15.0 FEET OF THE SOUTH 70.0 FEET; ALL BEING OF THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 24 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 30.0 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, IN COOK COUNTY, ILLINOIS

**PINS:** 03-24-200-099-0000

**COMMONLY KNOWN AS:** 821 Piper Lane, Prospect Heights, IL 60070

## EXHIBIT B

### LEGAL DESCRIPTION OF DONATION AREA

**LEGAL DESCRIPTION:** THE EAST 15 FEET OF PROPERTY DESCRIBED ON EXHIBIT A.

* in the event that the legal description for the Donation Area is different on the Plat created by the surveyor/engineer, the legal description on the Plat shall be used in the Deed.

**EXHIBIT C**

**THIS DOCUMENT HAS BEEN PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:**

TRESSLER LLP
233 SOUTH WACKER DRIVE
22ND FLOOR
CHICAGO, IL 60606
ATTN: KEVIN KEARNEY

***(Reserved for Recorder's Use Only)***

**QUIT CLAIM DEED**

**THE GRANTOR,** KTPS LLC – Series IV, an Illinois series limited liability company, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, CONVEY(S) AND QUIT CLAIMS(S) to the City of Prospect Heights, a non-home rule municipal corporation, all interest in the following real estate to wit:

THE EAST 5.30 FEET OF THE NORTH 30.0 FEET OF THE SOUTH 107.50 FEET, BEING OF THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET, THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS.

**PART OF PIN**: 03-24-200-099-0000
**COMMONLY KNOWN AS**: Plaza Drive

*Hereby releasing and waving all rights under and by virtue of any homestead exemption laws of the State of Illinois.*

This Quit Claim Deed is made as of February 15, 2019.

This Quit Claim is exempt under Illinois' Property Tax Code, 35 ILCS 200/31-45(b), and Cook County Ordinance 93-O-27 par. 2.

_____
Kevin Kearney, City Attorney

**IN WITNESS WHEREOF**, the Grantor has executed this deed as of date and year first written above.

**KTPS LLC – SERIES IV,**
An Illinois series limited liability company

By:_____
Its: _____

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, the _____ of KTPS LLC – Series IV, an Illinois series limited liability company, and personally known to me to be the same person whose name is subscribed to this instrument, appeared before me this day and acknowledged that he/she signed this instrument as his/her free and voluntary act and as the free and voluntary act of KTPS LLC – Series IV.

Given under my hand and official seal as of date and year first written above

_____
Notary Public

Commission expires:_____

**SEND SUBSEQUENT TAX BILLS TO:**

City of Prospect Heights
8 North Elmhurst Road
Prospect Heights, IL 60070

# EXHIBIT D

## ESCROW AGREEMENT

**DONATION AGREEMENT**
**841 PIPER LANE**

THIS DONATION AGREEMENT (the "**Agreement**") is made as of this 10th day of December, 2018 (the "**Effective Date**") by and between the City of Prospect Heights, a non-home rule municipal corporation (the "**City**"), and Community Savings Bank as Trustee under Trust #LT-299 dated March 16, 1989 (the "**Donor**"). The City and the Donor are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

## RECITALS

**WHEREAS**, the Donor is the owner in fee simple of certain real estate commonly known as 841 Piper Lane, Prospect Heights, IL 60070 (the "**Property**"), which is more particularly described on Exhibit A attached hereto; and

**WHEREAS**, the eastern portion of the Property (the "**Donation Area**"), more particularly described on Exhibit B attached hereto, contains a part of Plaza Drive, a public street that runs north and south between Palatine Frontage Road to Apple Drive; and

**WHEREAS**, the Parties desire to have Plaza Drive maintained by the City, donated to the City, and resurface and improved by the City; and

**WHEREAS**, in order for the City to maintain, resurface and improve all of Plaza Drive, the City has entered into contracts similar to this Agreement with Chicago Title Land Trust Company as Trustee under Trust #1112374 dated August 27, 2003 who owns 888 Piper Lane, Prospect Heights, IL 60070; Vasilios S. Apostolakis and Maria V. Apostolakis who own 890 Piper Lane, Prospect Heights, IL 60070; Intrepid Rental Properties LLC who owns 874 Piper Lane, Prospect Heights, IL 60070; Leonardo A. Figliola who owns 898 Piper Lane, Prospect Heights, IL 60070; Yacoub Rayyan and Martha Rayyan who own 884 Piper Lane, Prospect Heights, IL 60070; KTPS LLC – Series IV, an Illinois series limited liability company, who owns 821 Piper Lane, Prospect Heights, IL 60070; and Victor A. Mattison who owns 861 Piper Lane, Prospect Heights, IL 60070 (collectively the aforementioned property owners are referred to hereinafter as the "**Pledge Owners**", and collectively the aforementioned agreements are referred to hereinafter as the "**Pledge Contracts**"); and

**WHEREAS**, after this Agreement and the Pledge Contracts have been consummated, the City of Prospect Heights will have title to all of Plaza Drive; and

**WHEREAS**, the Parties desire that the Donor donates the Donation Area to the City on the terms and conditions stated herein.

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

**1. INCORPORATION OF RECITALS.** The Recitals above are hereby incorporated into this Agreement as if set forth verbatim herein.

**2. DONATION BY DONOR.** The Donor shall donate the Donation Area to the City free and clear of any claims, title encumbrances and mortgages along with One Thousand Three Hundred

Dollars ($1,300.00) which sum shall be placed into an escrow and used to resurface and improve Plaza Drive. The closing (the "**Closing**") of the contemplated donation shall take place at Chicago Title Insurance Company (the "**Title Company**") located at 10 S. LaSalle Street, Chicago, Illinois 60603 on February 15, 2019.

**3. TITLE INSURANCE.** Prior to Closing, the City shall obtain a title insurance commitment for the Donation Area from Chicago Title Insurance Company (the "**Title Commitment**"). If the Title Commitment shows any claims, title encumbrances, mortgages or other exceptions to title which are not acceptable to the City, then the Parties shall cooperate together to remove the same.

**4. PLAT OF DONATION.** Prior to Closing, the City may obtain, at the City's sole cost and expense, a plat showing the Donation Area and establishing that it shall be donated and/or vacated (the "**Plat**").

**5. CONDITIONS PRECEDENT TO CLOSING.** The City's obligation to proceed to Closing is contingent on the following:

**a.** The City is satisfied, in its sole and absolute discretion, with title to the Donation Area;
**b.** All the Pledge Contracts remain in full force and effect;
**c.** None of the Pledge Owners are in default under any of the Pledge Contracts; and
**d.** All the Pledge Owners are ready, willing and able to consummate their obligations as fully set forth on in the Pledge Contracts on the date of Closing.

**6. CLOSING DOCUMENTS.** At Closing, the Donor shall provide to the City the following:

**a.** An original, executed and notarized quit claim deed ("**Deed**") as set forth on Exhibit C;
**b.** Such other standard closing documents or documentation as required by law or by the Title Company to effectuate the transaction contemplated herein;
**c.** An original, executed Escrow Agreement as set forth on Exhibit D along with $1,300.00 which sum shall be wired into the escrow established by the Escrow Agreement; and
**d.** An original, executed and notarized Plat.

**7. COSTS.** The City shall pay all fees associated with the Title Commitment (including any update fees, search fees, and the premium of the owner's policy), any escrow fees, and costs to record the Deed and Plat. The Donor shall only be responsible for the fees associated with their own legal counsel and tax counsel, if any.

**8. REPRESENTATIONS AND WARRANITES.** The Donor does hereby represent and warrant to the City as follows, which representations and warranties shall be deemed remade as of, and shall survive, the Closing and shall not merge into the Deed:

**a.** there are no leases, licenses, occupancy agreements, management agreements, maintenance agreements or other contracts related to the Donation Area that will survive the Closing; and
**b.** the Donor will not record any covenants, declarations, restrictions or the like against the Donation Area;
**c.** the Donor possesses all necessary legal authority to enter into this Agreement, execute the Deed and Plat, and consummate the transaction(s) contemplated herein;

**d.** this Agreement constitutes a valid and binding obligation of the Donor in accordance with its terms; and

**e.** the Donor has not relied on the City for any tax advice regarding the transaction(s) described herein.

**9. REAL ESTATE TAXES.** The City is a unit of local government and land owned by it within its corporate limits will be considered tax-exempt. Immediately after the date of Closing, the City will take steps to ensure that the Donation Area will be tax-exempt. The Donor will be responsible for any and all general real estate taxes for the Donation Area that have accrued prior to the date of Closing. The provisions of this Section 9 shall survive the Closing and shall not merge into the Deed.

**10. CONVEYANCE TAXES.** The Parties acknowledge that because the City is a governmental entity, the donation described herein is exempt from State, County and local real estate transfer taxes. Nevertheless, the City shall furnish all real estate transfer declarations as required by the State, County and local law.

**11. NOTICES.** Any and all notices, demands, consents and approvals required under this Agreement 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, 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 City: 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 Donor: _____
_____
_____
_____
Email: _____

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 the City's attorney on behalf of the City shall be effective notices as if sent by the City.

**12. EXHIBITS.** The following Exhibits are attached hereto and made a part hereof by reference:

| | |
|---|---|
| Exhibit A | Legal Description of Property |
| Exhibit B | Legal Description of Donation Area |
| Exhibit C | Quit Claim Deed |
| Exhibit D | Escrow Agreement |

**13. BROKERAGE.** Each Party represents and warrants to the other Party that in connection with this transaction contemplated herein that they have not engaged any broker or finder and that no broker or finder is owed any commission or finder's fee. The representations and warranties made in this Section 11 shall survive the Closing for an indefinite period.

**14. MISCELLANEOUS PROVISIONS.**

**a. Time is of the Essence.** The Parties agree that time is of the essence throughout the term of this Agreement 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 Agreement, 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 Agreement 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 Agreement, 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 Agreement 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. Savings Clause.** If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**g. Counterparts.** This Agreement 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 Agreement shall be deemed

sufficient for execution so long as original signatures are delivered to the other Party hereto promptly thereafter.

**h.** **Buyer is Not Disqualified.** The person signing this Agreement on behalf of the Donor swears and affirms hereby that to their actual knowledge, the Donor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless: (a) the Donor 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 Donor has contracted with the Department of Revenue for the payment of all such taxes that are due and is in compliance with that contract.

**i.** **Prohibited Person.** As used in this Agreement, 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.

* * * *

*Remainder of this page left blank*

* * * *

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date

| | |
|---|---|
| **CITY OF PROSPECT HEIGHTS,**<br>a non-home rule municipal corporation | **COMMUNITY SAVINGS BANK, TRUSTEE FOR TRUST #LT-299** |
| By:_____<br>Joe Wade, City Administrator | By:_____<br>Its: _____ |

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

**LEGAL DESCRIPTION:** THE EAST 90.0 FEET OF THE NORTH 40.0 FEET OF THE SOUTH 147.50 FEET AND THE WEST 35.0 FEET OF THE EAST 125.0 FEET OF THE NORTH 50.0 FEET OF THE SOUTH 157.50 FEET AND THE WEST 15.0 FEET OF THE EAST 230.0 FEET OF THE NORTH 15.0 FEET OF THE SOUTH 85.0 FEET AND THE WEST 85.0 FEET OF THE EAST 300.0 FEET OF THE NORTH 55.0 FEET OF THE SOUTH 140.0 FEET OF THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 24 LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD

**PINS:** 03-24-200-098-0000

**COMMONLY KNOWN AS:** 841 Piper Lane, Prospect Heights, IL 60070

## EXHIBIT B

### LEGAL DESCRIPTION OF DONATION AREA

**LEGAL DESCRIPTION:** THE EAST 15 FEET OF THE PROPERTY DESCRIBED ON EXHIBIT A.

* in the event that the legal description for the Donation Area is different on the Plat created by the surveyor/engineer, the legal description on the Plat shall be used in the Deed.

**EXHIBIT C**

**THIS DOCUMENT HAS BEEN PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:**

TRESSLER LLP
233 SOUTH WACKER DRIVE
22ND FLOOR
CHICAGO, IL 60606
ATTN: KEVIN KEARNEY

***(Reserved for Recorder's Use Only)***

**TRUSTEE'S QUIT CLAIM DEED**

**THE GRANTOR,** Community Savings Bank as Trustee under Trust #LT-299, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, CONVEY(S) AND QUIT CLAIMS(S) to the City of Prospect Heights, a non-home rule municipal corporation, all interest in the following real estate to wit:

THE EAST 5.30 FEET OF THE NORTH 40.0 FEET OF THE SOUTH 147.50 FEET, BEING OF THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET, THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS.

**PART OF PIN**: 03-24-200-098-0000
**COMMONLY KNOWN AS**: Plaza Drive

*Hereby releasing and waving all rights under and by virtue of any homestead exemption laws of the State of Illinois.*

This Quit Claim Deed is made as of February 15, 2019.

This Quit Claim is exempt under Illinois' Property Tax Code, 35 ILCS 200/31-45(b), and Cook County Ordinance 93-O-27 par. 2.

_____
Kevin Kearney, City Attorney

**IN WITNESS WHEREOF**, the Grantor has executed this deed as of date and year first written above.

**COMMUNITY SAVINGS BANK, TRUSTEE FOR TRUST #LT-299**

By:_____
Its: _____

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, the _____ of Community Savings Bank, and personally known to me to be the same person whose name is subscribed to this instrument, appeared before me this day and acknowledged that he/she/it signed this instrument as he/she/its free and voluntary act.

Given under my hand and official seal as of date and year first written above

_____
Notary Public

Commission expires:_____

**SEND SUBSEQUENT TAX BILLS TO:**

City of Prospect Heights
8 North Elmhurst Road
Prospect Heights, IL 60070

# EXHIBIT D

## ESCROW AGREEMENT

**DONATION AGREEMENT**
**861 PIPER LANE**

THIS DONATION AGREEMENT (the "**Agreement**") is made as of this 10th day of December, 2018 (the "**Effective Date**") by and between the City of Prospect Heights, a non-home rule municipal corporation (the "**City**"), and Victor A. Mattison (the "**Donor**"). The City and the Donor are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

## RECITALS

**WHEREAS**, the Donor is the owner in fee simple of certain real estate commonly known as 861 Piper Lane, Prospect Heights, IL 60070 (the "**Property**"), which is more particularly described on Exhibit A attached hereto; and

**WHEREAS**, the eastern portion of the Property (the "**Donation Area**"), more particularly described on Exhibit B attached hereto, contains a part of Plaza Drive, a public street that runs north and south between Palatine Frontage Road to Apple Drive; and

**WHEREAS**, the Parties desire to have Plaza Drive maintained by the City, donated to the City, and resurface and improved by the City; and

**WHEREAS**, in order for the City to maintain, resurface and improve all of Plaza Drive, the City has entered into contracts similar to this Agreement with Chicago Title Land Trust Company as Trustee under Trust #1112374 dated August 27, 2003 who owns 888 Piper Lane, Prospect Heights, IL 60070; Vasilios S. Apostolakis and Maria V. Apostolakis who own 890 Piper Lane, Prospect Heights, IL 60070; Intrepid Rental Properties LLC, an Illinois limited liability company, who owns 874 Piper Lane, Prospect Heights, IL 60070; Community Savings Bank as Trustee under Trust #LT-299 dated March 16, 1989 who owns 841 Piper Lane, Prospect Heights, IL 60070; Yacoub Rayyan and Martha Rayyan who own 884 Piper Lane, Prospect Heights, IL 60070; KTPS LLC – Series IV, an Illinois series limited liability company, who owns 821 Piper Lane, Prospect Heights, IL 60070; and Leonardo A. Figliola who owns 898 Piper Lane, Prospect Heights, IL 60070 (collectively the aforementioned property owners are referred to hereinafter as the "**Pledge Owners**", and collectively the aforementioned agreements are referred to hereinafter as the "**Pledge Contracts**"); and

**WHEREAS**, after this Agreement and the Pledge Contracts have been consummated, the City of Prospect Heights will have title to all of Plaza Drive; and

**WHEREAS**, the Parties desire that the Donor donates the Donation Area to the City on the terms and conditions stated herein.

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

**1. INCORPORATION OF RECITALS.** The Recitals above are hereby incorporated into this Agreement as if set forth verbatim herein.

**2. DONATION BY DONOR.** The Donor shall donate the Donation Area to the City free and clear of any claims, title encumbrances and mortgages along with Two Thousand Seven Hundred

Dollars ($2,700.00) which sum shall be placed into an escrow and used to resurface and improve Plaza Drive. The closing (the "**Closing**") of the contemplated donation shall take place at Chicago Title Insurance Company (the "**Title Company**") located at 10 S. LaSalle Street, Chicago, Illinois 60603 on February 15, 2019.

**3. TITLE INSURANCE.** Prior to Closing, the City shall obtain a title insurance commitment for the Donation Area from Chicago Title Insurance Company (the "**Title Commitment**"). If the Title Commitment shows any claims, title encumbrances, mortgages or other exceptions to title which are not acceptable to the City, then the Parties shall cooperate together to remove the same.

**4. PLAT OF DONATION.** Prior to Closing, the City may obtain, at the City's sole cost and expense, a plat showing the Donation Area and establishing that it shall be donated and/or vacated (the "**Plat**").

**5. CONDITIONS PRECEDENT TO CLOSING.** The City's obligation to proceed to Closing is contingent on the following:

**a.** The City is satisfied, in its sole and absolute discretion, with title to the Donation Area;
**b.** All the Pledge Contracts remain in full force and effect;
**c.** None of the Pledge Owners are in default under any of the Pledge Contracts; and
**d.** All the Pledge Owners are ready, willing and able to consummate their obligations as fully set forth on in the Pledge Contracts on the date of Closing.

**6. CLOSING DOCUMENTS.** At Closing, the Donor shall provide to the City the following:

**a.** An original, executed and notarized quit claim deed ("**Deed**") as set forth on Exhibit C;
**b.** Such other standard closing documents or documentation as required by law or by the Title Company to effectuate the transaction contemplated herein;
**c.** An original, executed Escrow Agreement as set forth on Exhibit D along with $2,700.00 which sum shall be wired into the escrow established by the Escrow Agreement; and
**d.** An original, executed and notarized Plat.

**7. COSTS.** The City shall pay all fees associated with the Title Commitment (including any update fees, search fees, and the premium of the owner's policy), any escrow fees, and costs to record the Deed and Plat. The Donor shall only be responsible for the fees associated with their own legal counsel and tax counsel, if any.

**8. REPRESENTATIONS AND WARRANITES.** The Donor does hereby represent and warrant to the City as follows, which representations and warranties shall be deemed remade as of, and shall survive, the Closing and shall not merge into the Deed:

**a.** there are no leases, licenses, occupancy agreements, management agreements, maintenance agreements or other contracts related to the Donation Area that will survive the Closing; and
**b.** the Donor will not record any covenants, declarations, restrictions or the like against the Donation Area;
**c.** the Donor possesses all necessary legal authority to enter into this Agreement, execute the Deed and Plat, and consummate the transaction(s) contemplated herein;

**d.** this Agreement constitutes a valid and binding obligation of the Donor in accordance with its terms; and

**e.** the Donor has not relied on the City for any tax advice regarding the transaction(s) described herein.

**9. REAL ESTATE TAXES.** The City is a unit of local government and land owned by it within its corporate limits will be considered tax-exempt. Immediately after the date of Closing, the City will take steps to ensure that the Donation Area will be tax-exempt. The Donor will be responsible for any and all general real estate taxes for the Donation Area that have accrued prior to the date of Closing. The provisions of this Section 9 shall survive the Closing and shall not merge into the Deed.

**10. CONVEYANCE TAXES.** The Parties acknowledge that because the City is a governmental entity, the donation described herein is exempt from State, County and local real estate transfer taxes. Nevertheless, the City shall furnish all real estate transfer declarations as required by the State, County and local law.

**11. NOTICES.** Any and all notices, demands, consents and approvals required under this Agreement 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, 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 City: 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 Donor: _____
_____
_____
_____
Email: _____

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 the City's attorney on behalf of the City shall be effective notices as if sent by the City.

**12. EXHIBITS.** The following Exhibits are attached hereto and made a part hereof by reference:

| | |
|---|---|
| Exhibit A | Legal Description of Property |
| Exhibit B | Legal Description of Donation Area |
| Exhibit C | Quit Claim Deed |
| Exhibit D | Escrow Agreement |

**13. BROKERAGE.** Each Party represents and warrants to the other Party that in connection with this transaction contemplated herein that they have not engaged any broker or finder and that no broker or finder is owed any commission or finder's fee. The representations and warranties made in this Section 11 shall survive the Closing for an indefinite period.

**14. MISCELLANEOUS PROVISIONS.**

**a. Time is of the Essence.** The Parties agree that time is of the essence throughout the term of this Agreement 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 Agreement, 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 Agreement 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 Agreement, 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 Agreement 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. Savings Clause.** If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**g. Counterparts.** This Agreement 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 Agreement shall be deemed

sufficient for execution so long as original signatures are delivered to the other Party hereto promptly thereafter.

**h.** **Buyer is Not Disqualified.** The person signing this Agreement on behalf of the Donor swears and affirms hereby that to their actual knowledge, the Donor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless: (a) the Donor 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 Donor has contracted with the Department of Revenue for the payment of all such taxes that are due and is in compliance with that contract.

**i.** **Prohibited Person.** As used in this Agreement, 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.

* * * *

*Remainder of this page left blank*

* * * *

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date

**CITY OF PROSPECT HEIGHTS,**
a non-home rule municipal corporation

By:_____ By:_____
Joe Wade, City Administrator Victor A. Mattison

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

**LEGAL DESCRIPTION:** THE EAST 90 FEET OF THE SOUTH 77.50 FEET AND THE WEST 10 FEET OF THE EAST 100 FEET OF THE SOUTH 20 FEET AND THE WEST 15 FEET OF THE EAST 245 FEET OF THE NORTH 15 FEET OF THE SOUTH 85 FEET AND THE WEST 55 FEET OF THE EAST 300 FEET OF THE SOUTH 85 FEET ALL BEING OF THAT PART OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, BAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 225.23 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 30 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 21216875, AND REGISTERED AS DOCUMENT NO. LR 2522806.

**PINS:** 03-24-200-100-0000

**COMMONLY KNOWN AS:** 861 Piper Lane, Prospect Heights, IL 60070

## EXHIBIT B

### LEGAL DESCRIPTION OF DONATION AREA

**LEGAL DESCRIPTION:** THE EAST 15 FEET OF PROPERTY DESCRIBED ON EXHIBIT A.

* in the event that the legal description for the Donation Area is different on the Plat created by the surveyor/engineer, the legal description on the Plat shall be used in the Deed.

**EXHIBIT C**

**THIS DOCUMENT HAS BEEN PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:**

TRESSLER LLP
233 SOUTH WACKER DRIVE
22ND FLOOR
CHICAGO, IL 60606
ATTN: KEVIN KEARNEY

***(Reserved for Recorder's Use Only)***

**QUIT CLAIM DEED**

**THE GRANTOR,** Victor A. Mattison, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, CONVEY(S) AND QUIT CLAIMS(S) to the City of Prospect Heights, a non-home rule municipal corporation, all interest in the following real estate to wit:

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE CONTINUING NORTH 89 DEGREES 14 MINUTES, 53 SECONDS WEST ALONG LAST SAID NORTH LINE OF THE SOUTH 226.23 FEET FOR 35.30 FEET; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 30.00 FEET, HAVING A CHORD LENGTH OF 42.43 FEET AND A CHORD BEARING OF NORTH 45 DEGREES 45 MINUTES 07 SECONDS EAST FOR AN ARC LENGTH OF 47.12 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES, 45 MINUTES, 07 SECONDS EAST 47.50 FEET TO THE NORTH LINE OF THE SOUTH 303.73 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES, 14 MINUTES, 53 SECONDS EAST ALONG LAST SAID LINE 5.30 FEET TO A LINE THAT IS AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET NORTH OF THE POINT OF BEGINNING, THENCE SOUTH 00 DEGREES, 45 MINUTES, 07 SECONDS WEST TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PART OF PIN**: 03-24-200-100-0000
**COMMONLY KNOWN AS**: Plaza Drive

*Hereby releasing and waving all rights under and by virtue of any homestead exemption laws of the State of Illinois.*

This Quit Claim Deed is made as of February 15, 2019.

This Quit Claim is exempt under Illinois' Property Tax Code, 35 ILCS 200/31-45(b), and Cook County Ordinance 93-O-27 par. 2.

_____
Kevin Kearney, City Attorney

**IN WITNESS WHEREOF**, the Grantor has executed this deed as of date and year first written above.

By:_____
Victor A Mattison

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Victor A Mattison, personally known to me to be the same person whose name is subscribed to this instrument, appeared before me this day and acknowledged that he signed this instrument as his free and voluntary act.

Given under my hand and official seal as of date and year first written above

_____
Notary Public

Commission expires:_____

**SEND SUBSEQUENT TAX BILLS TO:**

City of Prospect Heights
8 North Elmhurst Road
Prospect Heights, IL 60070

**EXHIBIT D**

**ESCROW AGREEMENT**

**DONATION AGREEMENT**
**874 PIPER LANE**

THIS DONATION AGREEMENT (the "**Agreement**") is made as of this 10th day of December, 2018 (the "**Effective Date**") by and between the City of Prospect Heights, a non-home rule municipal corporation (the "**City**"), and Intrepid Rental Properties LLC, an Illinois limited liability company (the "**Donor**"). The City and the Donor are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

## RECITALS

**WHEREAS**, the Donor is the owner in fee simple of certain real estate commonly known as 874 Piper Lane, Prospect Heights, IL 60070 (the "**Property**"), which is more particularly described on Exhibit A attached hereto; and

**WHEREAS**, the eastern portion of the Property (the "**Donation Area**"), more particularly described on Exhibit B attached hereto, contains a part of Plaza Drive, a public street that runs north and south between Palatine Frontage Road to Apple Drive; and

**WHEREAS**, the Parties desire to have Plaza Drive maintained by the City, donated to the City, and resurface and improved by the City; and

**WHEREAS**, in order for the City to maintain, resurface and improve all of Plaza Drive, the City has entered into contracts similar to this Agreement with Chicago Title Land Trust Company as Trustee under Trust #1112374 dated August 27, 2003 who owns 888 Piper Lane, Prospect Heights, IL 60070; KTPS LLC – Series IV who owns 821 Piper Lane, Prospect Heights, IL 60070; Vasilios S Apostolakis and Maria V. Apostolakis who own 890 Piper Lane, Prospect Heights, IL 60070; Community Savings Bank as Trustee under Trust #LT-299 dated March 16, 1989 who owns 841 Piper Lane, Prospect Heights, IL 60070; Yacoub Rayyan and Martha Rayyan who own 884 Piper Lane, Prospect Heights, IL 60070; Victor A. Mattison who owns 861 Piper Lane, Prospect Heights, IL 60070; and Leonardo A. Figliola who owns 898 Piper Lane, Prospect Heights, IL 60070 (collectively the aforementioned property owners are referred to hereinafter as the "**Pledge Owners**", and collectively the aforementioned agreements are referred to hereinafter as the "**Pledge Contracts**"); and

**WHEREAS**, after this Agreement and the Pledge Contracts have been consummated, the City of Prospect Heights will have title to all of Plaza Drive; and

**WHEREAS**, the Parties desire that the Donor donates the Donation Area to the City on the terms and conditions stated herein.

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

**1. INCORPORATION OF RECITALS.** The Recitals above are hereby incorporated into this Agreement as if set forth verbatim herein.

**2. DONATION BY DONOR.** The Donor shall donate the Donation Area to the City free and clear of any claims, title encumbrances and mortgages along with Eight Thousand One Hundred

Dollars ($8,100.00) which sum shall be placed into an escrow and used to resurface and improve Plaza Drive. The closing (the "**Closing**") of the contemplated donation shall take place at Chicago Title Insurance Company (the "**Title Company**") located at 10 S. LaSalle Street, Chicago, Illinois 60603 on February 15, 2019.

**3. TITLE INSURANCE.** Prior to Closing, the City shall obtain a title insurance commitment for the Donation Area from Chicago Title Insurance Company (the "**Title Commitment**"). If the Title Commitment shows any claims, title encumbrances, mortgages or other exceptions to title which are not acceptable to the City, then the Parties shall cooperate together to remove the same.

**4. PLAT OF DONATION.** Prior to Closing, the City may obtain, at the City's sole cost and expense, a plat showing the Donation Area and establishing that it shall be donated and/or vacated (the "**Plat**").

**5. CONDITIONS PRECEDENT TO CLOSING.** The City's obligation to proceed to Closing is contingent on the following:

**a.** The City is satisfied, in its sole and absolute discretion, with title to the Donation Area;
**b.** All the Pledge Contracts remain in full force and effect;
**c.** None of the Pledge Owners are in default under any of the Pledge Contracts; and
**d.** All the Pledge Owners are ready, willing and able to consummate their obligations as fully set forth on in the Pledge Contracts on the date of Closing.

**6. CLOSING DOCUMENTS.** At Closing, the Donor shall provide to the City the following:

**a.** An original, executed and notarized quit claim deed ("**Deed**") as set forth on Exhibit C;
**b.** Such other standard closing documents or documentation as required by law or by the Title Company to effectuate the transaction contemplated herein;
**c.** An original, executed Escrow Agreement as set forth on Exhibit D along with $8,100.00 which sum shall be wired into the escrow established by the Escrow Agreement; and
**d.** An original, executed and notarized Plat.

**7. COSTS.** The City shall pay all fees associated with the Title Commitment (including any update fees, search fees, and the premium of the owner's policy), any escrow fees, and costs to record the Deed and Plat. The Donor shall only be responsible for the fees associated with their own legal counsel and tax counsel, if any.

**8. REPRESENTATIONS AND WARRANITES.** The Donor does hereby represent and warrant to the City as follows, which representations and warranties shall be deemed remade as of, and shall survive, the Closing and shall not merge into the Deed:

**a.** there are no leases, licenses, occupancy agreements, management agreements, maintenance agreements or other contracts related to the Donation Area that will survive the Closing; and
**b.** the Donor will not record any covenants, declarations, restrictions or the like against the Donation Area;
**c.** the Donor possesses all necessary legal authority to enter into this Agreement, execute the Deed and Plat, and consummate the transaction(s) contemplated herein;

**d.** this Agreement constitutes a valid and binding obligation of the Donor in accordance with its terms; and

**e.** the Donor has not relied on the City for any tax advice regarding the transaction(s) described herein.

**9. REAL ESTATE TAXES.** The City is a unit of local government and land owned by it within its corporate limits will be considered tax-exempt. Immediately after the date of Closing, the City will take steps to ensure that the Donation Area will be tax-exempt. The Donor will be responsible for any and all general real estate taxes for the Donation Area that have accrued prior to the date of Closing. The provisions of this Section 9 shall survive the Closing and shall not merge into the Deed.

**10. CONVEYANCE TAXES.** The Parties acknowledge that because the City is a governmental entity, the donation described herein is exempt from State, County and local real estate transfer taxes. Nevertheless, the City shall furnish all real estate transfer declarations as required by the State, County and local law.

**11. NOTICES.** Any and all notices, demands, consents and approvals required under this Agreement 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, 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 City:
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 Donor:
_____
_____
_____
_____
Email: _____

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 the City's attorney on behalf of the City shall be effective notices as if sent by the City.

**12. EXHIBITS.** The following Exhibits are attached hereto and made a part hereof by reference:

| | |
|---|---|
| Exhibit A | Legal Description of Property |
| Exhibit B | Legal Description of Donation Area |
| Exhibit C | Quit Claim Deed |
| Exhibit D | Escrow Agreement |

**13. BROKERAGE.** Each Party represents and warrants to the other Party that in connection with this transaction contemplated herein that they have not engaged any broker or finder and that no broker or finder is owed any commission or finder's fee. The representations and warranties made in this Section 11 shall survive the Closing for an indefinite period.

**14. MISCELLANEOUS PROVISIONS.**

**a. Time is of the Essence.** The Parties agree that time is of the essence throughout the term of this Agreement 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 Agreement, 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 Agreement 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 Agreement, 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 Agreement 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. Savings Clause.** If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**g. Counterparts.** This Agreement 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 Agreement shall be deemed

sufficient for execution so long as original signatures are delivered to the other Party hereto promptly thereafter.

**h.** **Buyer is Not Disqualified.** The person signing this Agreement on behalf of the Donor swears and affirms hereby that to their actual knowledge, the Donor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless: (a) the Donor 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 Donor has contracted with the Department of Revenue for the payment of all such taxes that are due and is in compliance with that contract.

**i.** **Prohibited Person.** As used in this Agreement, 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.

* * * *

*Remainder of this page left blank*

* * * *

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date

**CITY OF PROSPECT HEIGHTS,**
a non-home rule municipal corporation

By:_____
Joe Wade, City Administrator

**INTREPID RENTAL PROPERTIES LLC**
an Illinois limited liability company

By:_____
Purwa Bhatt, Manager

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

**LEGAL DESCRIPTION:** THE EAST 105.0 FEET OF THE NORTH 50.0 FEET OF THE SOUTH 325.0 FEET AND THE WEST 15.0 FEET OF THE EAST 175.0 FEET OF THE NORTH 15.0 FEET OF THE SOUTH 340.0 FEET AND THE WEST 85.0 FEET OF THE EAST 245.0 FEET OF THE NORTH 55.0 FEET OF THE SOUTH 395.0 FEET ALL BEING OF THAT PART OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 24, 1,107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE) THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET, THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 30.00 FEET, THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS ACCORDING TO PLAT OF SURVEY REGISTERED AS DOCUMENT NUMBER 2522806 IN COOK COUNTY, ILLINOIS.

**PINS:** 03-24-200-067-0000

**COMMONLY KNOWN AS:** 874 Piper Lane, Prospect Heights, IL 60070

## EXHIBIT B

### LEGAL DESCRIPTION OF DONATION AREA

**LEGAL DESCRIPTION:** THE EAST 40 FEET OF PROPERTY DESCRIBED ON EXHIBIT A.

* in the event that the legal description for the Donation Area is different on the Plat created by the surveyor/engineer, the legal description on the Plat shall be used in the Deed.

**EXHIBIT C**

**THIS DOCUMENT HAS BEEN PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:**

TRESSLER LLP
233 SOUTH WACKER DRIVE
22ND FLOOR
CHICAGO, IL 60606
ATTN: KEVIN KEARNEY

***(Reserved for Recorder's Use Only)***

**TRUSTEE'S QUIT CLAIM DEED**

**THE GRANTOR,** Intrepid Rental Properties LLC, an Illinois limited liability company, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, CONVEY(S) AND QUIT CLAIMS(S) to the City of Prospect Heights, a non-home rule municipal corporation, all interest in the following real estate to wit:

THE EAST 35.30 FEET OF THE NORTH 50.0 FEET OF THE SOUTH 325.0 FEET, BEING OF THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET, THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS.

**PART OF PIN**: 03-24-200-067-0000
**COMMONLY KNOWN AS**: Plaza Drive

*Hereby releasing and waving all rights under and by virtue of any homestead exemption laws of the State of Illinois.*

This Quit Claim Deed is made as of February 15, 2019.

This Quit Claim is exempt under Illinois' Property Tax Code, 35 ILCS 200/31-45(b), and Cook County Ordinance 93-O-27 par. 2.

_____
Kevin Kearney, City Attorney

**IN WITNESS WHEREOF**, the Grantor has executed this deed as of date and year first written above.

**Intrepid Rental Properties LLC,**
an Illinois limited liability company

By:_____
Purwa Bhatt, Manager

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Purwa Bhatt, the Manager of Intrepid Rental Properties LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to this instrument, appeared before me this day and acknowledged their signature of this instruments as their free and voluntary act.

Given under my hand and official seal as of date and year first written above

_____
Notary Public

Commission expires:_____

**SEND SUBSEQUENT TAX BILLS TO:**

City of Prospect Heights
8 North Elmhurst Road
Prospect Heights, IL 60070

# EXHIBIT D

## ESCROW AGREEMENT

**DONATION AGREEMENT**
**884 PIPER LANE**

THIS DONATION AGREEMENT (the "**Agreement**") is made as of this 10th day of December, 2018 (the "**Effective Date**") by and between the City of Prospect Heights, a non-home rule municipal corporation (the "**City**"), and Yacoub Rayyan and Martha Rayyan (collectively the "**Donor**"). The City and the Donor are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

## RECITALS

**WHEREAS**, the Donor is the owner in fee simple of certain real estate commonly known as 884 Piper Lane, Prospect Heights, IL 60070 (the "**Property**"), which is more particularly described on Exhibit A attached hereto; and

**WHEREAS**, the eastern portion of the Property (the "**Donation Area**"), more particularly described on Exhibit B attached hereto, contains a part of Plaza Drive, a public street that runs north and south between Palatine Frontage Road to Apple Drive; and

**WHEREAS**, the Parties desire to have Plaza Drive maintained by the City, donated to the City, and resurface and improved by the City; and

**WHEREAS**, in order for the City to maintain, resurface and improve all of Plaza Drive, the City has entered into contracts similar to this Agreement with Chicago Title Land Trust Company as Trustee under Trust #1112374 dated August 27, 2003 who owns 888 Piper Lane, Prospect Heights, IL 60070; Vasilios S. Apostolakis and Maria V. Apostolakis who own 890 Piper Lane, Prospect Heights, IL 60070; Intrepid Rental Properties LLC, an Illinois limited liability company, who owns 874 Piper Lane, Prospect Heights, IL 60070; Leonardo A. Figliola who owns 898 Piper Lane, Prospect Heights, IL 60070; Community Savings Bank as Trustee under Trust #LT-299 dated March 16, 1989 who owns 841 Piper Lane, Prospect Heights, IL 60070; KTPS LLC – Series IV, an Illinois series limited liability company, who owns 821 Piper Lane, Prospect Heights, IL 60070; and Victor A. Mattison who owns 861 Piper Lane, Prospect Heights, IL 60070 (collectively the aforementioned property owners are referred to hereinafter as the "**Pledge Owners**", and collectively the aforementioned agreements are referred to hereinafter as the "**Pledge Contracts**"); and

**WHEREAS**, after this Agreement and the Pledge Contracts have been consummated, the City of Prospect Heights will have title to all of Plaza Drive; and

**WHEREAS**, the Parties desire that the Donor donates the Donation Area to the City on the terms and conditions stated herein.

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

**1. INCORPORATION OF RECITALS.** The Recitals above are hereby incorporated into this Agreement as if set forth verbatim herein.

**2. DONATION BY DONOR.** The Donor shall donate the Donation Area to the City free and clear of any claims, title encumbrances and mortgages along with Nineteen Thousand Two Hundred Dollars ($19,200.00) which sum shall be placed into an escrow and used to resurface and improve Plaza Drive. The closing (the "**Closing**") of the contemplated donation shall take place at Chicago Title Insurance Company (the "**Title Company**") located at 10 S. LaSalle Street, Chicago, Illinois 60603 on February 15, 2019.

**3. TITLE INSURANCE.** Prior to Closing, the City shall obtain a title insurance commitment for the Donation Area from Chicago Title Insurance Company (the "**Title Commitment**"). If the Title Commitment shows any claims, title encumbrances, mortgages or other exceptions to title which are not acceptable to the City, then the Parties shall cooperate together to remove the same.

**4. PLAT OF DONATION.** Prior to Closing, the City may obtain, at the City's sole cost and expense, a plat showing the Donation Area and establishing that it shall be donated and/or vacated (the "**Plat**").

**5. CONDITIONS PRECEDENT TO CLOSING.** The City's obligation to proceed to Closing is contingent on the following:

**a.** The City is satisfied, in its sole and absolute discretion, with title to the Donation Area;
**b.** All the Pledge Contracts remain in full force and effect;
**c.** None of the Pledge Owners are in default under any of the Pledge Contracts; and
**d.** All the Pledge Owners are ready, willing and able to consummate their obligations as fully set forth on in the Pledge Contracts on the date of Closing.

**6. CLOSING DOCUMENTS.** At Closing, the Donor shall provide to the City the following:

**a.** An original, executed and notarized quit claim deed ("**Deed**") as set forth on Exhibit C;
**b.** Such other standard closing documents or documentation as required by law or by the Title Company to effectuate the transaction contemplated herein;
**c.** An original, executed Escrow Agreement as set forth on Exhibit D along with $19,200.00 which sum shall be wired into the escrow established by the Escrow Agreement; and
**d.** An original, executed and notarized Plat.

**7. COSTS.** The City shall pay all fees associated with the Title Commitment (including any update fees, search fees, and the premium of the owner's policy), any escrow fees, and costs to record the Deed and Plat. The Donor shall only be responsible for the fees associated with their own legal counsel and tax counsel, if any.

**8. REPRESENTATIONS AND WARRANITES.** The Donor does hereby represent and warrant to the City as follows, which representations and warranties shall be deemed remade as of, and shall survive, the Closing and shall not merge into the Deed:

**a.** there are no leases, licenses, occupancy agreements, management agreements, maintenance agreements or other contracts related to the Donation Area that will survive the Closing; and
**b.** the Donor will not record any covenants, declarations, restrictions or the like against the Donation Area;

**c.** the Donor possesses all necessary legal authority to enter into this Agreement, execute the Deed and Plat, and consummate the transaction(s) contemplated herein;

**d.** this Agreement constitutes a valid and binding obligation of the Donor in accordance with its terms; and

**e.** the Donor has not relied on the City for any tax advice regarding the transaction(s) described herein.

**9. REAL ESTATE TAXES.** The City is a unit of local government and land owned by it within its corporate limits will be considered tax-exempt. Immediately after the date of Closing, the City will take steps to ensure that the Donation Area will be tax-exempt. The Donor will be responsible for any and all general real estate taxes for the Donation Area that have accrued prior to the date of Closing. The provisions of this Section 9 shall survive the Closing and shall not merge into the Deed.

**10. CONVEYANCE TAXES.** The Parties acknowledge that because the City is a governmental entity, the donation described herein is exempt from State, County and local real estate transfer taxes. Nevertheless, the City shall furnish all real estate transfer declarations as required by the State, County and local law.

**11. NOTICES.** Any and all notices, demands, consents and approvals required under this Agreement 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, 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 City: 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 Donor: _____
_____
_____
_____
Email: _____

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 the City's attorney on behalf of the City shall be effective notices as if sent by the City.

**12. EXHIBITS.** The following Exhibits are attached hereto and made a part hereof by reference:

| | |
|---|---|
| Exhibit A | Legal Description of Property |
| Exhibit B | Legal Description of Donation Area |
| Exhibit C | Quit Claim Deed |
| Exhibit D | Escrow Agreement |

**13. BROKERAGE.** Each Party represents and warrants to the other Party that in connection with this transaction contemplated herein that they have not engaged any broker or finder and that no broker or finder is owed any commission or finder's fee. The representations and warranties made in this Section 11 shall survive the Closing for an indefinite period.

**14. MISCELLANEOUS PROVISIONS.**

**a. Time is of the Essence.** The Parties agree that time is of the essence throughout the term of this Agreement 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 Agreement, 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 Agreement 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 Agreement, 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 Agreement 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. Savings Clause.** If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**g. Counterparts.** This Agreement 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 Agreement shall be deemed sufficient for execution so long as original signatures are delivered to the other Party hereto promptly thereafter.

**h.** **Buyer is Not Disqualified.** The person signing this Agreement on behalf of the Donor swears and affirms hereby that to their actual knowledge, the Donor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless: (a) the Donor 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 Donor has contracted with the Department of Revenue for the payment of all such taxes that are due and is in compliance with that contract.

**i.** **Prohibited Person.** As used in this Agreement, 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.

* * * *

*Remainder of this page left blank*

* * * *

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date

**CITY OF PROSPECT HEIGHTS,**
a non-home rule municipal corporation

By:_____
Joe Wade, City Administrator

_____
Yacoub Rayyan

_____
Martha Rayyan

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

**LEGAL DESCRIPTION:** THE EAST 105.0 FEET (EXCEPT THE SOUTH 425.0 FEET) AND THE WEST 55.0 FEET OF THE EAST 160.0 FEET (EXCEPT THE SOUTH 450.0 FEET) AND THE WEST 15.0 FEET OF THE EAST 175.0 FEET OF THE NORTH 15.0 FEET OF THE SOUTH 465.0 FEET, ALL BEING OF THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 2126.23 FEET OF SAID NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE) THENCE NORTH AT R2GHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET THELFCF EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 30.0 FEET? THBKCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS, ACCORDING TO PLAT OF SURVEY REGISTERED AS DOCUMENT NUMBER 2522806.

**PINS:** 03-24-200-027-0000

**COMMONLY KNOWN AS:** 884 Piper Lane, Prospect Heights, IL 60070

## EXHIBIT B

### LEGAL DESCRIPTION OF DONATION AREA

**LEGAL DESCRIPTION:** THE EAST 40 FEET OF THE PROPERTY DESCRIBED ON EXHIBIT A.

* in the event that the legal description for the Donation Area is different on the Plat created by the surveyor/engineer, the legal description on the Plat shall be used in the Deed.

**EXHIBIT C**

**THIS DOCUMENT HAS BEEN PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:**

TRESSLER LLP
233 SOUTH WACKER DRIVE
22ND FLOOR
CHICAGO, IL 60606
ATTN: KEVIN KEARNEY

***(Reserved for Recorder's Use Only)***

**QUIT CLAIM DEED**

**THE GRANTOR,** Yacoub Rayyan and Martha Rayyan, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, CONVEY(S) AND QUIT CLAIMS(S) to the City of Prospect Heights, a non-home rule municipal corporation, all interest in the following real estate to wit:

THE EAST 35.30 FEET (EXCEPT THE SOUTH 425.0 FEET) OF THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET, THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS.
**PART OF PIN**: 03-24-200-027-0000
**COMMONLY KNOWN AS**: Plaza Drive

*Hereby releasing and waving all rights under and by virtue of any homestead exemption laws of the State of Illinois.*

This Quit Claim Deed is made as of February 15, 2019.

This Quit Claim is exempt under Illinois' Property Tax Code, 35 ILCS 200/31-45(b), and Cook County Ordinance 93-O-27 par. 2.

_____

Kevin Kearney, City Attorney

**IN WITNESS WHEREOF**, the Grantor has executed this deed as of date and year first written above.

_____
Yacoub Rayyan

_____
Martha Rayyan

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Yacoub Rayyan and Martha Rayyan, personally known to me to be the same people whose names are subscribed to this instrument, appeared before me this day and acknowledged that they have signed this instrument as their free and voluntary act.

Given under my hand and official seal as of date and year first written above

_____
Notary Public

Commission expires:_____

**SEND SUBSEQUENT TAX BILLS TO:**

City of Prospect Heights
8 North Elmhurst Road
Prospect Heights, IL 60070

**EXHIBIT D**

**ESCROW AGREEMENT**

**DONATION AGREEMENT**
**888 PIPER LANE**

THIS DONATION AGREEMENT (the "**Agreement**") is made as of this 10th day of December, 2018 (the "**Effective Date**") by and between the City of Prospect Heights, a non-home rule municipal corporation (the "**City**"), and Chicago Title Land Trust Company as Trustee under Trust #1112374 dated August 27, 2003 (the "**Donor**"). The City and the Donor are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

## RECITALS

**WHEREAS**, the Donor is the owner in fee simple of certain real estate commonly known as 888 Piper Lane, Prospect Heights, IL 60070 (the "**Property**"), which is more particularly described on Exhibit A attached hereto; and

**WHEREAS**, the eastern portion of the Property (the "**Donation Area**"), more particularly described on Exhibit B attached hereto, contains a part of Plaza Drive, a public street that runs north and south between Palatine Frontage Road to Apple Drive; and

**WHEREAS**, the Parties desire to have Plaza Drive maintained by the City, donated to the City, and resurface and improved by the City; and

**WHEREAS**, in order for the City to maintain, resurface and improve all of Plaza Drive, the City has entered into contracts similar to this Agreement with KTPS LLC – Series IV who owns 821 Piper Lane, Prospect Heights, IL 60070; Intrepid Rental Properties LLC who owns 874 Piper Lane, Prospect Heights, IL 60070; Vasilios S Apostolakis and Maria V. Apostolakis who own 890 Piper Lane, Prospect Heights, IL 60070; Community Savings Bank as Trustee under Trust #LT-299 dated March 16, 1989 who owns 841 Piper Lane, Prospect Heights, IL 60070; Yacoub Rayyan and Martha Rayyan who own 884 Piper Lane, Prospect Heights, IL 60070; Victor A. Mattison who owns 861 Piper Lane, Prospect Heights, IL 60070; and Leonardo A. Figliola who owns 898 Piper Lane, Prospect Heights, IL 60070 (collectively the aforementioned property owners are referred to hereinafter as the "**Pledge Owners**", and collectively the aforementioned agreements are referred to hereinafter as the "**Pledge Contracts**"); and

**WHEREAS**, after this Agreement and the Pledge Contracts have been consummated, the City of Prospect Heights will have title to all of Plaza Drive; and

**WHEREAS**, the Parties desire that the Donor donates the Donation Area to the City on the terms and conditions stated herein.

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

**1. INCORPORATION OF RECITALS.** The Recitals above are hereby incorporated into this Agreement as if set forth verbatim herein.

**2. DONATION BY DONOR.** The Donor shall donate the Donation Area to the City free and clear of any claims, title encumbrances and mortgages along with Eight Thousand Four Hundred Dollars ($8,400.00) which sum shall be placed into an escrow and used to resurface and improve Plaza

Drive. The closing (the "**Closing**") of the contemplated donation shall take place at Chicago Title Insurance Company (the "**Title Company**") located at 10 S. LaSalle Street, Chicago, Illinois 60603 on February 15, 2019.

**3. TITLE INSURANCE.** Prior to Closing, the City shall obtain a title insurance commitment for the Donation Area from Chicago Title Insurance Company (the "**Title Commitment**"). If the Title Commitment shows any claims, title encumbrances, mortgages or other exceptions to title which are not acceptable to the City, then the Parties shall cooperate together to remove the same.

**4. PLAT OF DONATION.** Prior to Closing, the City may obtain, at the City's sole cost and expense, a plat showing the Donation Area and establishing that it shall be donated and/or vacated (the "**Plat**").

**5. CONDITIONS PRECEDENT TO CLOSING.** The City's obligation to proceed to Closing is contingent on the following:

**a.** The City is satisfied, in its sole and absolute discretion, with title to the Donation Area;
**b.** All the Pledge Contracts remain in full force and effect;
**c.** None of the Pledge Owners are in default under any of the Pledge Contracts; and
**d.** All the Pledge Owners are ready, willing and able to consummate their obligations as fully set forth on in the Pledge Contracts on the date of Closing.

**6. CLOSING DOCUMENTS.** At Closing, the Donor shall provide to the City the following:

**a.** An original, executed and notarized quit claim deed ("**Deed**") as set forth on Exhibit C;
**b.** Such other standard closing documents or documentation as required by law or by the Title Company to effectuate the transaction contemplated herein;
**c.** An original, executed Escrow Agreement as set forth on Exhibit D along with $8,400.00 which sum shall be wired into the escrow established by the Escrow Agreement; and
**d.** An original, executed and notarized Plat.

**7. COSTS.** The City shall pay all fees associated with the Title Commitment (including any update fees, search fees, and the premium of the owner's policy), any escrow fees, and costs to record the Deed and Plat. The Donor shall only be responsible for the fees associated with their own legal counsel and tax counsel, if any.

**8. REPRESENTATIONS AND WARRANITES.** The Donor does hereby represent and warrant to the City as follows, which representations and warranties shall be deemed remade as of, and shall survive, the Closing and shall not merge into the Deed:

**a.** there are no leases, licenses, occupancy agreements, management agreements, maintenance agreements or other contracts related to the Donation Area that will survive the Closing; and
**b.** the Donor will not record any covenants, declarations, restrictions or the like against the Donation Area;
**c.** the Donor possesses all necessary legal authority to enter into this Agreement, execute the Deed and Plat, and consummate the transaction(s) contemplated herein;
**d.** this Agreement constitutes a valid and binding obligation of the Donor in accordance with its terms; and

**e.** the Donor has not relied on the City for any tax advice regarding the transaction(s) described herein.

**9. REAL ESTATE TAXES.** The City is a unit of local government and land owned by it within its corporate limits will be considered tax-exempt. Immediately after the date of Closing, the City will take steps to ensure that the Donation Area will be tax-exempt. The Donor will be responsible for any and all general real estate taxes for the Donation Area that have accrued prior to the date of Closing. The provisions of this Section 9 shall survive the Closing and shall not merge into the Deed.

**10. CONVEYANCE TAXES.** The Parties acknowledge that because the City is a governmental entity, the donation described herein is exempt from State, County and local real estate transfer taxes. Nevertheless, the City shall furnish all real estate transfer declarations as required by the State, County and local law.

**11. NOTICES.** Any and all notices, demands, consents and approvals required under this Agreement 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, 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 City:
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 Donor: _____
_____
_____
_____
Email: _____

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 the City's attorney on behalf of the City shall be effective notices as if sent by the City.

**12.** **EXHIBITS.** The following Exhibits are attached hereto and made a part hereof by reference:

| | |
|---|---|
| Exhibit A | Legal Description of Property |
| Exhibit B | Legal Description of Donation Area |
| Exhibit C | Quit Claim Deed |
| Exhibit D | Escrow Agreement |

**13.** **BROKERAGE.** Each Party represents and warrants to the other Party that in connection with this transaction contemplated herein that they have not engaged any broker or finder and that no broker or finder is owed any commission or finder's fee. The representations and warranties made in this Section 11 shall survive the Closing for an indefinite period.

**14.** **MISCELLANEOUS PROVISIONS.**

**a.** **Time is of the Essence.** The Parties agree that time is of the essence throughout the term of this Agreement 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 Agreement, 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 Agreement 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 Agreement, 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 Agreement 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.** **Savings Clause.** If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**g.** **Counterparts.** This Agreement 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 Agreement shall be deemed sufficient for execution so long as original signatures are delivered to the other Party hereto promptly thereafter.

**h.** **Buyer is Not Disqualified.** The person signing this Agreement on behalf of the Donor swears and affirms hereby that to their actual knowledge, the Donor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless: (a) the Donor 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 Donor has contracted with the Department of Revenue for the payment of all such taxes that are due and is in compliance with that contract.

**i.** **Prohibited Person.** As used in this Agreement, 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.

* * * *

*Remainder of this page left blank*

* * * *

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date

**CITY OF PROSPECT HEIGHTS,**
a non-home rule municipal corporation

By:_____
Joe Wade, City Administrator

**CHICAGO TITLE LAND TRUST COMPANY, TRUSTEE FOR TRUST #1112374 DATED 8-27-2003**

By:_____
Its: _____

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

**LEGAL DESCRIPTION:** THE EAST 105.0 FEET OF THE NORTH 50.0 FEET OF THE SOUTH 425.0 FEET AND THE WEST 85.0 FEET OF THE EAST 190.0 FEET OF THE NORTH 55.0 FEET OF THE SOUTH 450.0 FEET AND THE WEST 15.0 FEET OF THE EAST 190.0 FEET OF THE NORTH 15.0 FEET OF THE SOUTH 465.0 FEET ALL BEING OF THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO THE NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SURVEY REGISTERED AS DOCUMENT NUMBER 2522806.

**PINS:** 03-24-200-028-0000

**COMMONLY KNOWN AS:** 888 Piper Lane, Prospect Heights, IL 60070

## EXHIBIT B

### LEGAL DESCRIPTION OF DONATION AREA

**LEGAL DESCRIPTION:** THE EAST 40 FEET OF PROPERTY DESCRIBED ON EXHIBIT A.

* in the event that the legal description for the Donation Area is different on the Plat created by the surveyor/engineer, the legal description on the Plat shall be used in the Deed.

**EXHIBIT C**

**THIS DOCUMENT HAS BEEN PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:**

TRESSLER LLP
233 SOUTH WACKER DRIVE
22ND FLOOR
CHICAGO, IL 60606
ATTN: KEVIN KEARNEY

***(Reserved for Recorder's Use Only)***

**TRUSTEE'S QUIT CLAIM DEED**

**THE GRANTOR,** Chicago Title Land Trust Company as Trustee under Trust #1112374 dated August 27, 2003, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, CONVEY(S) AND QUIT CLAIMS(S) to the City of Prospect Heights, a non-home rule municipal corporation, all interest in the following real estate to wit:

THE EAST 35.30 FEET OF THE NORTH 50.0 FEET OF THE SOUTH 425.0 FEET, BEING OF THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24, AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET, THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS.

**PART OF PIN**: 03-24-200-028-0000
**COMMONLY KNOWN AS**: Plaza Drive

*Hereby releasing and waving all rights under and by virtue of any homestead exemption laws of the State of Illinois.*

This Quit Claim Deed is made as of February 15, 2019.

This Quit Claim is exempt under Illinois' Property Tax Code, 35 ILCS 200/31-45(b), and Cook County Ordinance 93-O-27 par. 2.

_____
Kevin Kearney, City Attorney

**IN WITNESS WHEREOF**, the Grantor has executed this deed as of date and year first written above.

**Chicago Title Land Trust Company, as**
**Trustee for Trust #1112374 dated 8-27-2003**

By:_____
Its: _____

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, the _____ of Chicago Title Land Trust Company, and personally known to me to be the same person whose name is subscribed to this instrument, appeared before me this day and acknowledged that he/she signed this instrument as his/her free and voluntary act.

Given under my hand and official seal as of date and year first written above

_____
Notary Public

Commission expires:_____

**SEND SUBSEQUENT TAX BILLS TO:**

City of Prospect Heights
8 North Elmhurst Road
Prospect Heights, IL 60070

# EXHIBIT D

## ESCROW AGREEMENT

**DONATION AGREEMENT**
**890 PIPER LANE**

THIS DONATION AGREEMENT (the "**Agreement**") is made as of this 10th day of December, 2018 (the "**Effective Date**") by and between the City of Prospect Heights, a non-home rule municipal corporation (the "**City**"), and Vasilios S. Apostolakis and Maria V. Apostolakis (collectively the "**Donor**"). The City and the Donor are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

## RECITALS

**WHEREAS**, the Donor is the owner in fee simple of certain real estate commonly known as 890 Piper Lane, Prospect Heights, IL 60070 (the "**Property**"), which is more particularly described on Exhibit A attached hereto; and

**WHEREAS**, the eastern portion of the Property (the "**Donation Area**"), more particularly described on Exhibit B attached hereto, contains a part of Plaza Drive, a public street that runs north and south between Palatine Frontage Road to Apple Drive; and

**WHEREAS**, the Parties desire to have Plaza Drive maintained by the City, donated to the City, and resurface and improved by the City; and

**WHEREAS**, in order for the City to maintain, resurface and improve all of Plaza Drive, the City has entered into contracts similar to this Agreement with Chicago Title Land Trust Company as Trustee under Trust #1112374 dated August 27, 2003 who owns 888 Piper Lane, Prospect Heights, IL 60070; KTPS LLC – Series IV who owns 821 Piper Lane, Prospect Heights, IL 60070; Intrepid Rental Properties LLC, an Illinois limited liability company, who owns 874 Piper Lane, Prospect Heights, IL 60070; Community Savings Bank as Trustee under Trust #LT-299 dated March 16, 1989 who owns 841 Piper Lane, Prospect Heights, IL 60070; Yacoub Rayyan and Martha Rayyan who own 884 Piper Lane, Prospect Heights, IL 60070; Victor A. Mattison who owns 861 Piper Lane, Prospect Heights, IL 60070; and Leonardo A. Figliola who owns 898 Piper Lane, Prospect Heights, IL 60070 (collectively the aforementioned property owners are referred to hereinafter as the "**Pledge Owners**", and collectively the aforementioned agreements are referred to hereinafter as the "**Pledge Contracts**"); and

**WHEREAS**, after this Agreement and the Pledge Contracts have been consummated, the City of Prospect Heights will have title to all of Plaza Drive; and

**WHEREAS**, the Parties desire that the Donor donates the Donation Area to the City on the terms and conditions stated herein.

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

**1. INCORPORATION OF RECITALS.** The Recitals above are hereby incorporated into this Agreement as if set forth verbatim herein.

**2. DONATION BY DONOR.** The Donor shall donate the Donation Area to the City free and clear of any claims, title encumbrances and mortgages along with Eight Thousand One Hundred

Dollars ($8,100.00) which sum shall be placed into an escrow and used to resurface and improve Plaza Drive. The closing (the "**Closing**") of the contemplated donation shall take place at Chicago Title Insurance Company (the "**Title Company**") located at 10 S. LaSalle Street, Chicago, Illinois 60603 on February 15, 2019.

**3. TITLE INSURANCE.** Prior to Closing, the City shall obtain a title insurance commitment for the Donation Area from Chicago Title Insurance Company (the "**Title Commitment**"). If the Title Commitment shows any claims, title encumbrances, mortgages or other exceptions to title which are not acceptable to the City, then the Parties shall cooperate together to remove the same.

**4. PLAT OF DONATION.** Prior to Closing, the City may obtain, at the City's sole cost and expense, a plat showing the Donation Area and establishing that it shall be donated and/or vacated (the "**Plat**").

**5. CONDITIONS PRECEDENT TO CLOSING.** The City's obligation to proceed to Closing is contingent on the following:

**a.** The City is satisfied, in its sole and absolute discretion, with title to the Donation Area;
**b.** All the Pledge Contracts remain in full force and effect;
**c.** None of the Pledge Owners are in default under any of the Pledge Contracts; and
**d.** All the Pledge Owners are ready, willing and able to consummate their obligations as fully set forth on in the Pledge Contracts on the date of Closing.

**6. CLOSING DOCUMENTS.** At Closing, the Donor shall provide to the City the following:

**a.** An original, executed and notarized quit claim deed ("**Deed**") as set forth on Exhibit C;
**b.** Such other standard closing documents or documentation as required by law or by the Title Company to effectuate the transaction contemplated herein;
**c.** An original, executed Escrow Agreement as set forth on Exhibit D along with $8,100.00 which sum shall be wired into the escrow established by the Escrow Agreement; and
**d.** An original, executed and notarized Plat.

**7. COSTS.** The City shall pay all fees associated with the Title Commitment (including any update fees, search fees, and the premium of the owner's policy), any escrow fees, and costs to record the Deed and Plat. The Donor shall only be responsible for the fees associated with their own legal counsel and tax counsel, if any.

**8. REPRESENTATIONS AND WARRANITES.** The Donor does hereby represent and warrant to the City as follows, which representations and warranties shall be deemed remade as of, and shall survive, the Closing and shall not merge into the Deed:

**a.** there are no leases, licenses, occupancy agreements, management agreements, maintenance agreements or other contracts related to the Donation Area that will survive the Closing; and
**b.** the Donor will not record any covenants, declarations, restrictions or the like against the Donation Area;
**c.** the Donor possesses all necessary legal authority to enter into this Agreement, execute the Deed and Plat, and consummate the transaction(s) contemplated herein;

**d.** this Agreement constitutes a valid and binding obligation of the Donor in accordance with its terms; and

**e.** the Donor has not relied on the City for any tax advice regarding the transaction(s) described herein.

**9. REAL ESTATE TAXES.** The City is a unit of local government and land owned by it within its corporate limits will be considered tax-exempt. Immediately after the date of Closing, the City will take steps to ensure that the Donation Area will be tax-exempt. The Donor will be responsible for any and all general real estate taxes for the Donation Area that have accrued prior to the date of Closing. The provisions of this Section 9 shall survive the Closing and shall not merge into the Deed.

**10. CONVEYANCE TAXES.** The Parties acknowledge that because the City is a governmental entity, the donation described herein is exempt from State, County and local real estate transfer taxes. Nevertheless, the City shall furnish all real estate transfer declarations as required by the State, County and local law.

**11. NOTICES.** Any and all notices, demands, consents and approvals required under this Agreement 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, 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 City:
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 Donor:
_____
_____
_____
_____
Email: _____

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 the City's attorney on behalf of the City shall be effective notices as if sent by the City.

**12. EXHIBITS.** The following Exhibits are attached hereto and made a part hereof by reference:

| | |
|---|---|
| Exhibit A | Legal Description of Property |
| Exhibit B | Legal Description of Donation Area |
| Exhibit C | Quit Claim Deed |
| Exhibit D | Escrow Agreement |

**13. BROKERAGE.** Each Party represents and warrants to the other Party that in connection with this transaction contemplated herein that they have not engaged any broker or finder and that no broker or finder is owed any commission or finder's fee. The representations and warranties made in this Section 11 shall survive the Closing for an indefinite period.

**14. MISCELLANEOUS PROVISIONS.**

**a. Time is of the Essence.** The Parties agree that time is of the essence throughout the term of this Agreement 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 Agreement, 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 Agreement 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 Agreement, 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 Agreement 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. Savings Clause.** If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**g. Counterparts.** This Agreement 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 Agreement shall be deemed

sufficient for execution so long as original signatures are delivered to the other Party hereto promptly thereafter.

**h.** **Buyer is Not Disqualified.** The person signing this Agreement on behalf of the Donor swears and affirms hereby that to their actual knowledge, the Donor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless: (a) the Donor 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 Donor has contracted with the Department of Revenue for the payment of all such taxes that are due and is in compliance with that contract.

**i.** **Prohibited Person.** As used in this Agreement, 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.

* * * *

*Remainder of this page left blank*

* * * *

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date

**CITY OF PROSPECT HEIGHTS,**
a non-home rule municipal corporation

By:_____
Joe Wade, City Administrator

_____
Vasilios S. Apostolakis

_____
Maria V. Apostolakis

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

**LEGAL DESCRIPTION:** THE EAST 105.0 FEET OF THE NORTH 50.0 FEET OF THE SOUTH 375.0 FEET AND THE WEST 55.6 FEET OF THE EAST 160.0 FEET OF THE NORTH 85.0 FEET OF THE SOUTH 395.0 FEET AND THE WEST 15.0 FEET OF THE EAST 175.0 FEET OF THE WORTH 15.0 FEET OF THE SOUTH 325.0 FEET, ALL BEING OF THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 24 AND LYING SOUTH OF THIS SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 30,00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS, ACCORDING TO PLAT OF SURVEY REGISTERED AS DOCUMENT NUMBER 2522806, (EXCEPTING THEREFROM THOSE PARTS THEREOF LYING SOUTH A LINE DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID NORTHEAST 1/4 AND SOUTH LINE OF THE NORTH 15 CHAINS THEREOF, SAID POINT BEING 990 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE EAST ON SAID SOUTH LINE OF THE NORTH 15 CHAINS OF SAID NORTHEAST 1/4 , 886.50 FEET; THENCE NORTHERLY 246 FEET TO A POINT WHICH IS 891 FEET EAST OF THE WEST LINE OF SAID NORTHEAST 1/4 (MEASURED ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4) AND 744 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST ¼ (MEASURED ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4); THENCE EAST 1425 FEET TO A POINT ON THE CENTER LINE OF MILWAUKEE AVENUE WHICH POINT IS 738.18 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 (MEASURED ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4) , ALL IN COOK COUNTY, ILLINOIS.

**PINS:** 03-24-200-066-0000

**COMMONLY KNOWN AS:** 890 Piper Lane, Prospect Heights, IL 60070

## EXHIBIT B

### LEGAL DESCRIPTION OF DONATION AREA

**LEGAL DESCRIPTION:** THE EAST 40 FEET OF PROPERTY DESCRIBED ON EXHIBIT A.

* in the event that the legal description for the Donation Area is different on the Plat created by the surveyor/engineer, the legal description on the Plat shall be used in the Deed.

**EXHIBIT C**

**THIS DOCUMENT HAS BEEN PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:**

TRESSLER LLP
233 SOUTH WACKER DRIVE
22ND FLOOR
CHICAGO, IL 60606
ATTN: KEVIN KEARNEY

***(Reserved for Recorder's Use Only)***

**QUIT CLAIM DEED**

**THE GRANTOR,** Vasilios S. Apostolakis and Maria V. Apostolak, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, CONVEY(S) AND QUIT CLAIMS(S) to the City of Prospect Heights, a non-home rule municipal corporation, all interest in the following real estate to wit:

THE EAST 35.30 FEET OF THE NORTH 50.0 FEET OF THE SOUTH 375.0 FEET, BEING OF THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET, THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS.

**PART OF PIN**: 03-24-200-066-0000
**COMMONLY KNOWN AS**: Plaza Drive

*Hereby releasing and waving all rights under and by virtue of any homestead exemption laws of the State of Illinois.*

This Quit Claim Deed is made as of February 15, 2019.

This Quit Claim is exempt under Illinois' Property Tax Code, 35 ILCS 200/31-45(b), and Cook County Ordinance 93-O-27 par. 2.

_____
Kevin Kearney, City Attorney

**IN WITNESS WHEREOF**, the Grantor has executed this deed as of date and year first written above.

_____
Vasilios S. Apostolakis

_____
Maria V. Apostolakis

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Vasilios and Maria Apostolakis, the people whose names are subscribed to this instrument, appeared before me today and acknowledged that they signed this instrument as their free and voluntary act.

Given under my hand and official seal as of date and year first written above

_____
Notary Public

Commission expires:_____

**SEND SUBSEQUENT TAX BILLS TO:**

City of Prospect Heights
8 North Elmhurst Road
Prospect Heights, IL 60070

**EXHIBIT D**

**ESCROW AGREEMENT**

**DONATION AGREEMENT**
**898 PIPER LANE**

THIS DONATION AGREEMENT (the "**Agreement**") is made as of this 10th day of December, 2018 (the "**Effective Date**") by and between the City of Prospect Heights, a non-home rule municipal corporation (the "**City**"), and Leonardo A. Figliola (the "**Donor**"). The City and the Donor are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

## RECITALS

**WHEREAS**, the Donor is the owner in fee simple of certain real estate commonly known as 898 Piper Lane, Prospect Heights, IL 60070 (the "**Property**"), which is more particularly described on Exhibit A attached hereto; and

**WHEREAS**, the eastern portion of the Property (the "**Donation Area**"), more particularly described on Exhibit B attached hereto, contains a part of Plaza Drive, a public street that runs north and south between Palatine Frontage Road to Apple Drive; and

**WHEREAS**, the Parties desire to have Plaza Drive maintained by the City, donated to the City, and resurface and improved by the City; and

**WHEREAS**, in order for the City to maintain, resurface and improve all of Plaza Drive, the City has entered into contracts similar to this Agreement with Chicago Title Land Trust Company as Trustee under Trust #1112374 dated August 27, 2003 who owns 888 Piper Lane, Prospect Heights, IL 60070; Vasilios S. Apostolakis and Maria V. Apostolakis who own 890 Piper Lane, Prospect Heights, IL 60070; Intrepid Rental Properties LLC, an Illinois limited liability company, who owns 874 Piper Lane, Prospect Heights, IL 60070; Community Savings Bank as Trustee under Trust #LT-299 dated March 16, 1989 who owns 841 Piper Lane, Prospect Heights, IL 60070; Yacoub Rayyan and Martha Rayyan who own 884 Piper Lane, Prospect Heights, IL 60070; KTPS LLC – Series IV, an Illinois series limited liability company, who owns 821 Piper Lane, Prospect Heights, IL 60070; and Victor A. Mattison who owns 861 Piper Lane, Prospect Heights, IL 60070 (collectively the aforementioned property owners are referred to hereinafter as the "**Pledge Owners**", and collectively the aforementioned agreements are referred to hereinafter as the "**Pledge Contracts**"); and

**WHEREAS**, after this Agreement and the Pledge Contracts have been consummated, the City of Prospect Heights will have title to all of Plaza Drive; and

**WHEREAS**, the Parties desire that the Donor donates the Donation Area to the City on the terms and conditions stated herein.

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

**1. INCORPORATION OF RECITALS.** The Recitals above are hereby incorporated into this Agreement as if set forth verbatim herein.

**2. DONATION BY DONOR.** The Donor shall donate the Donation Area to the City free and clear of any claims, title encumbrances and mortgages along with Fourteen Thousand Two Hundred

Dollars ($14,200.00) which sum shall be placed into an escrow and used to resurface and improve Plaza Drive. The closing (the "**Closing**") of the contemplated donation shall take place at Chicago Title Insurance Company (the "**Title Company**") located at 10 S. LaSalle Street, Chicago, Illinois 60603 on February 15, 2019.

**3.** **TITLE INSURANCE.** Prior to Closing, the City shall obtain a title insurance commitment for the Donation Area from Chicago Title Insurance Company (the "**Title Commitment**"). If the Title Commitment shows any claims, title encumbrances, mortgages or other exceptions to title which are not acceptable to the City, then the Parties shall cooperate together to remove the same.

**4.** **PLAT OF DONATION.** Prior to Closing, the City may obtain, at the City's sole cost and expense, a plat showing the Donation Area and establishing that it shall be donated and/or vacated (the "**Plat**").

**5.** **CONDITIONS PRECEDENT TO CLOSING.** The City's obligation to proceed to Closing is contingent on the following:

**a.** The City is satisfied, in its sole and absolute discretion, with title to the Donation Area;
**b.** All the Pledge Contracts remain in full force and effect;
**c.** None of the Pledge Owners are in default under any of the Pledge Contracts; and
**d.** All the Pledge Owners are ready, willing and able to consummate their obligations as fully set forth on in the Pledge Contracts on the date of Closing.

**6.** **CLOSING DOCUMENTS.** At Closing, the Donor shall provide to the City the following:

**a.** An original, executed and notarized quit claim deed ("**Deed**") as set forth on Exhibit C;
**b.** Such other standard closing documents or documentation as required by law or by the Title Company to effectuate the transaction contemplated herein;
**c.** An original, executed Escrow Agreement as set forth on Exhibit D along with $14,200.00 which sum shall be wired into the escrow established by the Escrow Agreement; and
**d.** An original, executed and notarized Plat.

**7.** **COSTS.** The City shall pay all fees associated with the Title Commitment (including any update fees, search fees, and the premium of the owner's policy), any escrow fees, and costs to record the Deed and Plat. The Donor shall only be responsible for the fees associated with their own legal counsel and tax counsel, if any.

**8.** **REPRESENTATIONS AND WARRANITES.** The Donor does hereby represent and warrant to the City as follows, which representations and warranties shall be deemed remade as of, and shall survive, the Closing and shall not merge into the Deed:

**a.** there are no leases, licenses, occupancy agreements, management agreements, maintenance agreements or other contracts related to the Donation Area that will survive the Closing; and
**b.** the Donor will not record any covenants, declarations, restrictions or the like against the Donation Area;
**c.** the Donor possesses all necessary legal authority to enter into this Agreement, execute the Deed and Plat, and consummate the transaction(s) contemplated herein;

**d.** this Agreement constitutes a valid and binding obligation of the Donor in accordance with its terms; and

**e.** the Donor has not relied on the City for any tax advice regarding the transaction(s) described herein.

**9. REAL ESTATE TAXES.** The City is a unit of local government and land owned by it within its corporate limits will be considered tax-exempt. Immediately after the date of Closing, the City will take steps to ensure that the Donation Area will be tax-exempt. The Donor will be responsible for any and all general real estate taxes for the Donation Area that have accrued prior to the date of Closing. The provisions of this Section 9 shall survive the Closing and shall not merge into the Deed.

**10. CONVEYANCE TAXES.** The Parties acknowledge that because the City is a governmental entity, the donation described herein is exempt from State, County and local real estate transfer taxes. Nevertheless, the City shall furnish all real estate transfer declarations as required by the State, County and local law.

**11. NOTICES.** Any and all notices, demands, consents and approvals required under this Agreement 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, 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 City:
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 Donor:
_____
_____
_____
_____
Email: _____

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 the City's attorney on behalf of the City shall be effective notices as if sent by the City.

**12. EXHIBITS.** The following Exhibits are attached hereto and made a part hereof by reference:

| | |
|---|---|
| Exhibit A | Legal Description of Property |
| Exhibit B | Legal Description of Donation Area |
| Exhibit C | Quit Claim Deed |
| Exhibit D | Escrow Agreement |

**13. BROKERAGE.** Each Party represents and warrants to the other Party that in connection with this transaction contemplated herein that they have not engaged any broker or finder and that no broker or finder is owed any commission or finder's fee. The representations and warranties made in this Section 11 shall survive the Closing for an indefinite period.

**14. MISCELLANEOUS PROVISIONS.**

**a. Time is of the Essence.** The Parties agree that time is of the essence throughout the term of this Agreement 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 Agreement, 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 Agreement 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 Agreement, 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 Agreement 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. Savings Clause.** If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**g. Counterparts.** This Agreement 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 Agreement shall be deemed

sufficient for execution so long as original signatures are delivered to the other Party hereto promptly thereafter.

**h.** **Buyer is Not Disqualified.** The person signing this Agreement on behalf of the Donor swears and affirms hereby that to their actual knowledge, the Donor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless: (a) the Donor 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 Donor has contracted with the Department of Revenue for the payment of all such taxes that are due and is in compliance with that contract.

**i.** **Prohibited Person.** As used in this Agreement, 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.

* * * *

*Remainder of this page left blank*

* * * *

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date

**CITY OF PROSPECT HEIGHTS,**
a non-home rule municipal corporation

By:_____ By:_____
Joe Wade, City Administrator Leonardo A. Figliola

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

**LEGAL DESCRIPTION:** THE WEST 15.0 FEET OF THE EAST 190.0 FEET OF THE NORTH 15.0 FEET OF THE SOUTH 325.0 FEET AND THE WEST 85.0 FEET OF THE EAST 190.0 FEET OF THE NORTH 35 FEET OF THE SOUTH 310.0 FEET AND THE EAST 190.0 FEET OF THE NORTH 60.0 FEET OF THE SOUTH 275.0 FEET AND THE EAST 160.0 FEET OF THE NORTH 42.50 FEET OF THE SOUTH 215.0 FEET AND THE EAST 125.0 FEET OF THE NORTH 15.0 FEET OF THE SOUTH 172.50 FEET AND THE EAST 90.0 FEET OF THE NORTH 10.0 FEET OF THE SOUTH 157.50 FEET, ALL BEING OF THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 24 LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS

**PINS:** 03-24-200-068-0000

**COMMONLY KNOWN AS:** 898 Piper Lane, Prospect Heights, IL 60070

## EXHIBIT B

### LEGAL DESCRIPTION OF DONATION AREA

**LEGAL DESCRIPTION:** THE EAST 40 FEET OF THE NORTH 65 FEET AND THE EAST 15 FEET (EXCEPT THE NORTH 65 FEET THEREOF) OF THE PROPERTY DESCRIBED ON EXHIBIT A.

* in the event that the legal description for the Donation Area is different on the Plat created by the surveyor/engineer, the legal description on the Plat shall be used in the Deed.

**EXHIBIT C**

**THIS DOCUMENT HAS BEEN PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:**

TRESSLER LLP
233 SOUTH WACKER DRIVE
22ND FLOOR
CHICAGO, IL 60606
ATTN: KEVIN KEARNEY

***(Reserved for Recorder's Use Only)***

**TRUSTEE'S QUIT CLAIM DEED**

**THE GRANTOR,** Leonardo A. Figliola, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, CONVEY(S) AND QUIT CLAIMS(S) to the City of Prospect Heights, a non-home rule municipal corporation, all interest in the following real estate to wit:

THE EAST 35.30 FEET OF THE NORTH 60.0 FEET OF THE SOUTH 275.0 FEET AND THE EAST 5.30 FEET OF THE NORTH 67.50 FEET OF THE SOUTH 215.0 FEET, BEING OF THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET, THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS.

**PART OF PIN**: 03-24-200-068-0000
**COMMONLY KNOWN AS**: Plaza Drive

*Hereby releasing and waving all rights under and by virtue of any homestead exemption laws of the State of Illinois.*

This Quit Claim Deed is made as of February 15, 2019.

This Quit Claim is exempt under Illinois' Property Tax Code, 35 ILCS 200/31-45(b), and Cook County Ordinance 93-O-27 par. 2.

_____
Kevin Kearney, City Attorney

**IN WITNESS WHEREOF**, the Grantor has executed this deed as of date and year first written above.

By:_____
Leonardo A. Figliola

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Leonardo Figliola, personally known to me to be the same person whose name is subscribed to this instrument, appeared before me this day and acknowledged that he signed this instrument as his free and voluntary act.

Given under my hand and official seal as of date and year first written above

_____
Notary Public

Commission expires:_____

**SEND SUBSEQUENT TAX BILLS TO:**

City of Prospect Heights
8 North Elmhurst Road
Prospect Heights, IL 60070

# EXHIBIT D

## ESCROW AGREEMENT

**Joe Wade**

**From:** Nate Wynsma <NWynsma@lexingtonchicago.com>
**Sent:** Wednesday, November 28, 2018 10:32 AM
**To:** Joe Wade; Dan Peterson
**Cc:** Thomas R. Burney
**Subject:** JFH Academy property
**Attachments:** 18219-Wheeling Water Connection Request_2018-11-27 (DRAFT 01).pdf

Joe/Dan,

Please take a look at the attached draft letter to Wheeling requesting water service be provided to the JFH Academy property. We are sending this under the direction of Mark Janeck as a first-step in the formal process.

I anticipate that Wheeling may require an intergovernmental agreement vs. an agreement between Wheeling and a Private Entity/HOA. As such, we believe that including a letter from Prospect Heights, supporting the request, would be very helpful.

Please let me know if you could provide such a letter for us to include with our submittal.

Thanks in advance for your consideration. Please let me know if you have any questions.

Regards,

Nate Wynsma
Vice President
Lexington Homes
1731 N. Marcey St. Suite 200 Chicago, IL 60614
Dir 773-598-8407 | Cell 847-899-4663
www.lexingtonchicago.com

LexingtonHomes

HAEGER ENGINEERING
consulting engineers · land surveyors

100 East State Parkway
Schaumburg, Illinois 60173
tel: 847.394.6600
fax: 847.394.6608

EMAIL

November 27, 2018

Mark Janeck
Director of Public Works
Village of Wheeling
Public Works Department
77 West Hintz Road
Wheeling, IL 60090
T: (847) 279-6900
E: mjaneck@wheelingil.gov

**RE: 1001 Oak Avenue, Prospect Heights, IL**
**Request for Water Connection for Residential Development**
**Our File: 18219**

Dear Mr. Janeck:

Our client, Lexington Homes, is in the due diligence stage for the potential redevelopment of the Subject Property located at 1001 Oak Avenue in Prospect Heights, IL to a multi-family residential townhome project. As illustrated on the attached exhibits, the subject property is located within the limits of the City of Prospect Heights and is bounded by City Prospect Heights on the north and south and the Village of Wheeling on the east and west. One of the challenges with the redevelopment of the Subject Property is that the City of Prospect Heights does not have a water main located near the Subject Property.

Per previous coordination with the Village of Wheeling, the Village of Wheeling has water mains located adjacent to the westerly property line of the Subject Property and located on the east side of Honeysuckle Drive located east of the Subject Property. Enclosed please find exhibits illustrating the water main overlay on an aerial and GIS background, delineating the Subject Property and the municipal limits in question.

On behalf of Lexington Homes, we are requesting that the Village of Wheeling consider agreeing to furnishing water to the Subject Property in a manner acceptable to the Village of Wheeling and Lexington Homes.

This concludes our submittal. Should you have any questions or if additional information is needed, please contact me at 847-394-6600.

Sincerely,
**HAEGER ENGINEERING LLC**

Todd A. Shaffer, P.E.
Principal

## 12/10/18 WARRANT LIST

| | | |
|---|---|---|
| **Checks** | | |
| General Fund | **$** | **464,558.91** |
| Motor Fuel Tax Fund | | **-** |
| Palatine/Milwaukee Tax Increment Financing District | | **-** |
| Tourism District | | **62,764.75** |
| Development Fund | | **-** |
| Drug Enforcement Agency Fund | | **-** |
| Solid Waste Fund | | **27,484.34** |
| Special Service Area #1 | | **-** |
| Special Service Area #2 | | **-** |
| Special Service Area #3 | | **-** |
| Special Service Area #4 | | **-** |
| Special Service Area #5 | | **892.17** |
| Special Service Area #8 - Levee Wall #37 | | **1,400.90** |
| Special Service Area-Constr#6(Water Main) | | **-** |
| Special Service Area-Debt#6 | | **-** |
| Capital Improvements | | **68,470.81** |
| Palatine Road Tax Increment Financing | | **3,917.00** |
| Road Construction | | **-** |
| Road Construction Debt | | **-** |
| Water Fund | | **30,529.91** |
| Parking Fund | | **847.71** |
| Sanitary Sewer Fund | | **8,349.53** |
| Road/Building Bond Escrow | | **1,630.00** |
| **TOTAL** | **$** | **670,846.03** |
| | | |
| **Wire Payments** | | |
| 11/23/18 PAYROLL POSTING | | **136,881.51** |
| 12/7/18 PAYROLL POSTING | | **152,309.71** |
| | **$** | **960,037.25** |

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 |
|---|---|---|---|---|---|---|---|
| AT&T LONG DISTANCE | 11/4/18 | LONG DISTANCE STATEMENT | 11/04/2018 | 01-320-5410 | 167.84 | .00 | |
| Total AT&T LONG DISTANCE: | | | | | 167.84 | .00 | |
| BANK OF AMERICA | 0JGDIBG5XI | SERIES 2008 DEBT PAYMENT-P | 11/19/2018 | 01-400-6000 | 145,000.00 | .00 | |
| BANK OF AMERICA | 0JGDIBG5XI | SERIES 2008 DEBT PAYMENT-I | 11/19/2018 | 01-400-6010 | 20,969.13 | .00 | |
| Total BANK OF AMERICA: | | | | | 165,969.13 | .00 | |
| BRADFORD & KENT | 18-339 | ROAD BOND REFUND | 12/04/2018 | 72-000-2310 | 1,068.00 | .00 | |
| Total BRADFORD & KENT: | | | | | 1,068.00 | .00 | |
| CAROL FLYNN | 18-131 | ROAD BOND REFUND | 12/03/2018 | 72-000-2310 | 562.00 | .00 | |
| Total CAROL FLYNN: | | | | | 562.00 | .00 | |
| CONSERV FS INC. | 102010920 | GASOLINE | 11/15/2018 | 01-350-5751 | 978.88 | .00 | |
| CONSERV FS INC. | 102010921 | GASOLINE | 11/15/2018 | 01-350-5751 | 1,442.78 | .00 | |
| CONSERV FS INC. | 65064324 | METRA SALT | 11/07/2018 | 52-300-5632 | 400.85 | .00 | |
| Total CONSERV FS INC.: | | | | | 2,822.51 | .00 | |
| CONSTELLATION NEWENERGY | 13271454001 | 8285854 | 11/13/2018 | 01-350-5411 | 151.05 | .00 | |
| CONSTELLATION NEWENERGY | 13299738401 | 8285852 | 11/09/2018 | 25-300-5050 | 10.39 | .00 | |
| CONSTELLATION NEWENERGY | 13299749201 | 8285846 | 11/09/2018 | 52-300-5410 | 119.31 | .00 | |
| CONSTELLATION NEWENERGY | 13299779001 | 8285848 | 11/09/2018 | 52-300-5410 | 235.89 | .00 | |
| CONSTELLATION NEWENERGY | 13299779401 | 8285849 | 11/09/2018 | 25-300-5050 | 128.42 | .00 | |
| CONSTELLATION NEWENERGY | 13343022701 | 8285853 | 11/15/2018 | 01-350-5411 | 451.45 | .00 | |
| Total CONSTELLATION NEWENERGY INC.: | | | | | 1,096.51 | .00 | |
| COUNTRY INN & SUITES | 12/6/18 | TOURISM GRANT | 12/06/2018 | 13-300-5920 | 5,924.00 | .00 | |
| Total COUNTRY INN & SUITES: | | | | | 5,924.00 | .00 | |
| CROWNE PLAZA | 12/6/18 | TOURISM GRANT | 12/06/2018 | 13-300-5920 | 25,249.25 | .00 | |
| Total CROWNE PLAZA: | | | | | 25,249.25 | .00 | |
| DAILY HERALD | 11/30/18 | SUBSCRIPTION | 11/30/2018 | 01-360-5820 | 64.40 | .00 | |
| Total DAILY HERALD: | | | | | 64.40 | .00 | |
| DE LAGE LANDEN FINANCIAL S | 61396616 | COPIER | 11/10/2018 | 01-320-5220 | 861.06 | .00 | |
| DE LAGE LANDEN FINANCIAL S | 61406170 | COPIER | 11/10/2018 | 01-320-5220 | 1,144.32 | .00 | |
| Total DE LAGE LANDEN FINANCIAL SERVICES INC: | | | | | 2,005.38 | .00 | |
| DEKIND COMPUTER CONSULT | 25349 | COMPUTER CONSULTANT | 12/03/2018 | 01-320-5130 | 3,510.00 | .00 | |
| DEKIND COMPUTER CONSULT | 25386 | TRIP CHARGES | 12/03/2018 | 01-320-5130 | 120.00 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | GL Account Number | Net Invoice Amt | Amount Paid | Date Paid |
|---|---|---|---|---|---|---|---|
| Total DEKIND COMPUTER CONSULTANTS: | | | | | 3,630.00 | .00 | |
| EL-COR INDUSTRIES INC | 105091 | VEHICLE MAINTENANCE SUPP | 10/31/2018 | 01-350-5020 | 170.46 | .00 | |
| Total EL-COR INDUSTRIES INC: | | | | | 170.46 | .00 | |
| FOOD & ALCOHOL SERVICE TR | 2018-15 | FOOD SERVICE SANITATION IN | 12/03/2018 | 01-340-5100 | 780.00 | .00 | |
| Total FOOD & ALCOHOL SERVICE TRAINING INC: | | | | | 780.00 | .00 | |
| GEWALT HAMILTON ASSOCIAT | 10-9-18 | ENGINEERING SERVICES | 10/09/2018 | 01-320-5105 | 4,041.00 | .00 | |
| GEWALT HAMILTON ASSOCIAT | 10-9-18 | ENGINEERING SERVICES | 10/09/2018 | 01-320-5107 | 1,168.50 | .00 | |
| GEWALT HAMILTON ASSOCIAT | 10-9-18 | ENGINEERING SERVICES | 10/09/2018 | 01-320-5105 | 895.51 | .00 | |
| GEWALT HAMILTON ASSOCIAT | 10-9-18 | ENGINEERING SERVICES | 10/09/2018 | 01-320-5105 | 77.00 | .00 | |
| GEWALT HAMILTON ASSOCIAT | 10-9-18 | ENGINEERING SERVICES | 10/09/2018 | 01-320-5106 | 1,760.00 | .00 | |
| GEWALT HAMILTON ASSOCIAT | 10-9-18 | ENGINEERING SERVICES | 10/09/2018 | 53-300-5100 | 77.00 | .00 | |
| GEWALT HAMILTON ASSOCIAT | 10-9-18 | ENGINEERING SERVICES | 10/09/2018 | 30-550-7060 | 20,732.46 | .00 | |
| GEWALT HAMILTON ASSOCIAT | 10-9-18 | ENGINEERING SERVICES | 10/09/2018 | 30-550-7051 | 25,976.35 | .00 | |
| GEWALT HAMILTON ASSOCIAT | 10-9-18 | ENGINEERING SERVICES | 10/09/2018 | 18-300-5100 | 2,573.00 | .00 | |
| GEWALT HAMILTON ASSOCIAT | 10-9-18 | ENGINEERING SERVICES | 10/09/2018 | 01-320-5105 | 77.00 | .00 | |
| GEWALT HAMILTON ASSOCIAT | 10-9-18 | ENGINEERING SERVICES | 10/09/2018 | 01-320-5105 | 13,030.50 | .00 | |
| GEWALT HAMILTON ASSOCIAT | 10-9-18 | ENGINEERING SERVICES | 10/09/2018 | 18-300-5100 | 1,344.00 | .00 | |
| GEWALT HAMILTON ASSOCIAT | 10-9-18 | ENGINEERING SERVICES | 10/09/2018 | 01-320-5105 | 569.00 | .00 | |
| GEWALT HAMILTON ASSOCIAT | 10-9-18 | ENGINEERING SERVICES | 10/09/2018 | 01-320-5105 | 77.00 | .00 | |
| Total GEWALT HAMILTON ASSOCIATES INC.: | | | | | 72,398.32 | .00 | |
| HILTON - CHICAGO/NORTHBRO | 12/6/18 | TOURISM GRANT | 12/06/2018 | 13-300-5920 | 31,591.50 | .00 | |
| Total HILTON - CHICAGO/NORTHBROOK: | | | | | 31,591.50 | .00 | |
| HMO ILLINOIS | 11/28/18 | HEALTH INSURANCE | 11/28/2018 | 01-360-4100 | 4,493.48 | .00 | |
| Total HMO ILLINOIS: | | | | | 4,493.48 | .00 | |
| ILLINOIS DIRECTOR OF EMPLO | 12/4/18 | UNEMPLOYMENT | 12/04/2018 | 01-360-4120 | 7,524.00 | .00 | |
| Total ILLINOIS DIRECTOR OF EMPLOYMENT: | | | | | 7,524.00 | .00 | |
| ILLINOIS PUBLIC RISK FUND | 52029 | WORKERS COMPENSATION | 11/14/2018 | 01-320-5530 | 255.40 | .00 | |
| ILLINOIS PUBLIC RISK FUND | 52029 | WORKERS COMPENSATION | 11/14/2018 | 01-340-5530 | 295.52 | .00 | |
| ILLINOIS PUBLIC RISK FUND | 52029 | WORKERS COMPENSATION | 11/14/2018 | 01-350-5530 | 1,248.52 | .00 | |
| ILLINOIS PUBLIC RISK FUND | 52029 | WORKERS COMPENSATION | 11/14/2018 | 01-360-5530 | 8,459.93 | .00 | |
| ILLINOIS PUBLIC RISK FUND | 52029 | WORKERS COMPENSATION | 11/14/2018 | 51-300-5530 | 217.30 | .00 | |
| ILLINOIS PUBLIC RISK FUND | 52029 | WORKERS COMPENSATION | 11/14/2018 | 53-300-5530 | 54.33 | .00 | |
| Total ILLINOIS PUBLIC RISK FUND: | | | | | 10,531.00 | .00 | |
| IUOE LOCAL 150 ADMIN | #150 A 12/7/18 | LOCAL 150 ADMIN DUES | 12/07/2018 | 01-000-2050 | 312.29 | .00 | |
| Total IUOE LOCAL 150 ADMIN: | | | | | 312.29 | .00 | |
| IUOE LOCAL 150 MEMBERSHIP | #150 M 12/7/18 | LOCAL 150 MEMBERSHIP DUES | 12/07/2018 | 01-000-2050 | 58.85 | .00 | |
| Total IUOE LOCAL 150 MEMBERSHIP: | | | | | 58.85 | .00 | |
| JEFFREY L BAUREIS | 36 | ELECTRICAL INSPECTIONS | 12/01/2018 | 01-340-5100 | 1,161.00 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | GL Account Number | Net Invoice Amt | Amount Paid | Date Paid |
|---|---|---|---|---|---|---|---|
| Total JEFFREY L BAUREIS: | | | | | 1,161.00 | .00 | |
| JG UNIFORMS INC | 45683 | PD UNIFORM | 11/15/2018 | 01-360-5741 | 17.99 | .00 | |
| JG UNIFORMS INC | 45754 | PD UNIFORM | 11/16/2018 | 01-360-5741 | 228.06 | .00 | |
| JG UNIFORMS INC | 45756 | PD UNIFORM | 11/16/2018 | 01-360-5741 | 225.06 | .00 | |
| JG UNIFORMS INC | 45759 | PD UNIFORM | 11/16/2018 | 01-360-5741 | 215.06 | .00 | |
| JG UNIFORMS INC | 46053 | PD UNIFORM | 11/19/2018 | 01-360-7022 | 820.89 | .00 | |
| JG UNIFORMS INC | 46357 | PD UNIFORM | 11/26/2018 | 01-360-5741 | 585.45 | .00 | |
| Total JG UNIFORMS INC: | | | | | 2,092.51 | .00 | |
| KINGS KENNELS | 11/10/18 | KENNEL FEES | 11/10/2018 | 01-360-5141 | 120.00 | .00 | |
| Total KINGS KENNELS: | | | | | 120.00 | .00 | |
| LAUTERBACH & AMEN, LLP | 32243 | ACCOUNTING SERVICES | 11/12/2018 | 01-322-5101 | 13,800.00 | .00 | |
| LAUTERBACH & AMEN, LLP | 32243 | ACCOUNTING SERVICES | 11/12/2018 | 51-300-5101 | 2,475.00 | .00 | |
| LAUTERBACH & AMEN, LLP | 32243 | ACCOUNTING SERVICES | 11/12/2018 | 53-300-5101 | 2,475.00 | .00 | |
| Total LAUTERBACH & AMEN, LLP: | | | | | 18,750.00 | .00 | |
| LINDCO EQUIPMENT SALES IN | 1808251.01 | VEHICLE MAINTENANCE SUPP | 11/20/2018 | 01-350-5020 | 156.25 | .00 | |
| LINDCO EQUIPMENT SALES IN | 180825I | UNDER BODY PLOW | 11/20/2018 | 30-550-7020 | 10,881.00 | .00 | |
| LINDCO EQUIPMENT SALES IN | 1808261.01 | VEHICLE MAINTENANCE SUPP | 11/21/2018 | 01-350-5020 | 156.25 | .00 | |
| LINDCO EQUIPMENT SALES IN | 180826I | UNDER BODY PLOW | 11/21/2018 | 30-550-7020 | 10,881.00 | .00 | |
| Total LINDCO EQUIPMENT SALES INC: | | | | | 22,074.50 | .00 | |
| LISA BARRET | 11/30/18 | OVERPAYMENT REFUND | 11/30/2018 | 01-140-3505 | 90.00 | .00 | |
| Total LISA BARRET: | | | | | 90.00 | .00 | |
| LOGSDON OFFICE SUPPLY | 1042137-001 | OFFICE SUPPLIES | 11/14/2018 | 01-320-5700 | 69.90 | .00 | |
| Total LOGSDON OFFICE SUPPLY: | | | | | 69.90 | .00 | |
| MADISON NATIONAL LIFE | 1321886 | LIFE INSURANCE | 12/01/2018 | 01-000-2030 | 152.02 | .00 | |
| MADISON NATIONAL LIFE | 1321886 | LIFE INSURANCE | 12/01/2018 | 01-320-4110 | 22.69 | .00 | |
| MADISON NATIONAL LIFE | 1321886 | LIFE INSURANCE | 12/01/2018 | 01-340-4110 | 32.85 | .00 | |
| MADISON NATIONAL LIFE | 1321886 | LIFE INSURANCE | 12/01/2018 | 01-350-4110 | 41.25 | .00 | |
| MADISON NATIONAL LIFE | 1321886 | LIFE INSURANCE | 12/01/2018 | 01-360-4110 | 221.08 | .00 | |
| MADISON NATIONAL LIFE | 1321886 | LIFE INSURANCE | 12/01/2018 | 51-300-4110 | 10.31 | .00 | |
| Total MADISON NATIONAL LIFE: | | | | | 480.20 | .00 | |
| MDH SYNTHETICS | 1156 | VEHICLE MAINTENANCE SUPP | 11/20/2018 | 01-350-5020 | 103.44 | .00 | |
| Total MDH SYNTHETICS: | | | | | 103.44 | .00 | |
| MENARDS | 26953 | VEHICLE MAINTENANCE | 11/20/2018 | 01-350-5020 | .89 | .00 | |
| Total MENARDS: | | | | | .89 | .00 | |
| MESIROW INSURANCE SERVIC | 759917 | ANNUAL INSTALLMENT | 11/30/2018 | 01-320-5500 | 1,084.00 | .00 | |
| MESIROW INSURANCE SERVIC | 967403 | PREMIUM | 12/04/2018 | 01-350-5500 | 5,204.00 | .00 | |
| MESIROW INSURANCE SERVIC | 967428 | GENERAL LIABILITY | 11/30/2018 | 01-320-5500 | 19,254.34 | .00 | |
| MESIROW INSURANCE SERVIC | 967428 | GENERAL LIABILITY | 11/30/2018 | 01-340-5500 | 332.71 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | GL Account Number | Net Invoice Amt | Amount Paid | Date Paid |
|---|---|---|---|---|---|---|---|
| MESIROW INSURANCE SERVIC | 967428 | GENERAL LIABILITY | 11/30/2018 | 01-350-5500 | 22,900.96 | .00 | |
| MESIROW INSURANCE SERVIC | 967428 | GENERAL LIABILITY | 11/30/2018 | 01-360-5500 | 27,218.63 | .00 | |
| MESIROW INSURANCE SERVIC | 967428 | GENERAL LIABILITY | 11/30/2018 | 25-300-5500 | 429.73 | .00 | |
| MESIROW INSURANCE SERVIC | 967428 | GENERAL LIABILITY | 11/30/2018 | 28-300-5500 | 643.39 | .00 | |
| MESIROW INSURANCE SERVIC | 967428 | GENERAL LIABILITY | 11/30/2018 | 51-300-5500 | 14,401.22 | .00 | |
| MESIROW INSURANCE SERVIC | 967428 | GENERAL LIABILITY | 11/30/2018 | 53-300-5500 | 3,276.02 | .00 | |
| MESIROW INSURANCE SERVIC | 967446 | AUTO INSURANCE POLICY | 11/30/2018 | 01-320-5500 | 7,910.96 | .00 | |
| MESIROW INSURANCE SERVIC | 967446 | AUTO INSURANCE POLICY | 11/30/2018 | 01-340-5500 | 136.70 | .00 | |
| MESIROW INSURANCE SERVIC | 967446 | AUTO INSURANCE POLICY | 11/30/2018 | 01-350-5500 | 9,409.23 | .00 | |
| MESIROW INSURANCE SERVIC | 967446 | AUTO INSURANCE POLICY | 11/30/2018 | 01-360-5500 | 11,183.22 | .00 | |
| MESIROW INSURANCE SERVIC | 967446 | AUTO INSURANCE POLICY | 11/30/2018 | 25-300-5500 | 176.56 | .00 | |
| MESIROW INSURANCE SERVIC | 967446 | AUTO INSURANCE POLICY | 11/30/2018 | 28-300-5500 | 264.35 | .00 | |
| MESIROW INSURANCE SERVIC | 967446 | AUTO INSURANCE POLICY | 11/30/2018 | 51-300-5500 | 5,916.98 | .00 | |
| MESIROW INSURANCE SERVIC | 967446 | AUTO INSURANCE POLICY | 11/30/2018 | 53-300-5500 | 1,346.01 | .00 | |
| MESIROW INSURANCE SERVIC | 967459 | UMBRELLA POLICY | 11/30/2018 | 01-320-5500 | 5,910.36 | .00 | |
| MESIROW INSURANCE SERVIC | 967459 | UMBRELLA POLICY | 11/30/2018 | 01-340-5500 | 102.13 | .00 | |
| MESIROW INSURANCE SERVIC | 967459 | UMBRELLA POLICY | 11/30/2018 | 01-350-5500 | 7,029.74 | .00 | |
| MESIROW INSURANCE SERVIC | 967459 | UMBRELLA POLICY | 11/30/2018 | 01-360-5500 | 8,355.11 | .00 | |
| MESIROW INSURANCE SERVIC | 967459 | UMBRELLA POLICY | 11/30/2018 | 25-300-5500 | 131.91 | .00 | |
| MESIROW INSURANCE SERVIC | 967459 | UMBRELLA POLICY | 11/30/2018 | 28-300-5500 | 197.50 | .00 | |
| MESIROW INSURANCE SERVIC | 967459 | UMBRELLA POLICY | 11/30/2018 | 51-300-5500 | 4,420.64 | .00 | |
| MESIROW INSURANCE SERVIC | 967459 | UMBRELLA POLICY | 11/30/2018 | 53-300-5500 | 1,005.62 | .00 | |
| MESIROW INSURANCE SERVIC | 967628 | CYBER INSURANCE POLICY | 11/30/2018 | 01-320-5500 | 679.13 | .00 | |
| MESIROW INSURANCE SERVIC | 967628 | CYBER INSURANCE POLICY | 11/30/2018 | 01-340-5500 | 11.74 | .00 | |
| MESIROW INSURANCE SERVIC | 967628 | CYBER INSURANCE POLICY | 11/30/2018 | 01-350-5500 | 807.75 | .00 | |
| MESIROW INSURANCE SERVIC | 967628 | CYBER INSURANCE POLICY | 11/30/2018 | 01-360-5500 | 960.04 | .00 | |
| MESIROW INSURANCE SERVIC | 967628 | CYBER INSURANCE POLICY | 11/30/2018 | 25-300-5500 | 15.16 | .00 | |
| MESIROW INSURANCE SERVIC | 967628 | CYBER INSURANCE POLICY | 11/30/2018 | 28-300-5500 | 22.69 | .00 | |
| MESIROW INSURANCE SERVIC | 967628 | CYBER INSURANCE POLICY | 11/30/2018 | 51-300-5500 | 507.95 | .00 | |
| MESIROW INSURANCE SERVIC | 967628 | CYBER INSURANCE POLICY | 11/30/2018 | 53-300-5500 | 115.55 | .00 | |
| Total MESIROW INSURANCE SERVICES INC: | | | | | 161,362.03 | .00 | |
| METROPOLITAN ALLIANCE OF | #252 12/2018 | MAP #252 DUES | 12/07/2018 | 01-000-2052 | 504.00 | .00 | |
| METROPOLITAN ALLIANCE OF | #253 12/2018 | MAP #253 DUES | 12/07/2018 | 01-000-2052 | 180.00 | .00 | |
| Total METROPOLITAN ALLIANCE OF POLICE: | | | | | 684.00 | .00 | |
| MICHAEL PORZYCKI | 12/3/18 | PHONE REIMBURSEMENT | 12/03/2018 | 01-340-5100 | 40.00 | .00 | |
| Total MICHAEL PORZYCKI: | | | | | 40.00 | .00 | |
| MOE FUNDS | 12/4/18 | JAN PREMIUMS | 12/04/2018 | 01-350-4100 | 8,060.00 | .00 | |
| MOE FUNDS | 12/4/18 | JAN PREMIUMS | 12/04/2018 | 51-300-4100 | 2,015.00 | .00 | |
| Total MOE FUNDS: | | | | | 10,075.00 | .00 | |
| NICOR GAS | 11/19/18 | 20-93-79-2787 7 | 11/19/2018 | 01-320-5410 | 98.42 | .00 | |
| NICOR GAS | 11/20/18 | WTR 70-06-34-0000 9 | 11/20/2018 | 51-300-5410 | 72.52 | .00 | |
| NICOR GAS | 11/21/18 | PW 94-82-27-0000 4 | 11/21/2018 | 01-320-5410 | 481.58 | .00 | |
| NICOR GAS | 11-20-18 | METRA 20-24-74-0000 3 | 11/20/2018 | 52-300-5410 | 91.66 | .00 | |
| NICOR GAS | 11-21-18 | PD SRVC 98-65-54-0000 4 | 11/21/2018 | 01-320-5410 | 262.13 | .00 | |
| Total NICOR GAS: | | | | | 1,006.31 | .00 | |
| NORTH SUBURBAN EMPLOYEE | 12/4/18 | NOVEMBER MEDICAL INSURAN | 12/04/2018 | 01-320-4100 | 1,358.00 | .00 | |
| NORTH SUBURBAN EMPLOYEE | 12/4/18 | NOVEMBER MEDICAL INSURAN | 12/04/2018 | 01-340-4100 | 4,417.00 | .00 | |
| NORTH SUBURBAN EMPLOYEE | 12/4/18 | NOVEMBER MEDICAL INSURAN | 12/04/2018 | 01-350-4100 | 2,030.00 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | GL Account Number | Net Invoice Amt | Amount Paid | Date Paid |
|---|---|---|---|---|---|---|---|
| NORTH SUBURBAN EMPLOYEE | 12/4/18 | NOVEMBER MEDICAL INSURAN | 12/04/2018 | 01-360-4100 | 27,118.00 | .00 | |
| NORTH SUBURBAN EMPLOYEE | 12/4/18 | NOVEMBER MEDICAL INSURAN | 12/04/2018 | 01-370-4101 | 4,404.00 | .00 | |
| Total NORTH SUBURBAN EMPLOYEE BENEFIT COOPERAT: | | | | | 39,327.00 | .00 | |
| NORTHSHORE OMEGA | 207814211-111 | PD MEDICAL EXAM | 11/16/2018 | 01-360-5100 | 55.00 | .00 | |
| Total NORTHSHORE OMEGA: | | | | | 55.00 | .00 | |
| OHANA FARMS, INC. | 4252-1 | PAY BALANCE | 10/15/2018 | 01-350-5103 | 2,212.50 | .00 | |
| Total OHANA FARMS, INC.: | | | | | 2,212.50 | .00 | |
| PREISER PROFESSIONAL VET | 133983 | PD KENNEL FEES | 10/29/2018 | 01-360-5141 | 150.55 | .00 | |
| Total PREISER PROFESSIONAL VETERINARY ENTER.: | | | | | 150.55 | .00 | |
| PRINTING SYSTEMS INC. | 205767 | CHECK PRINTING | 11/16/2018 | 01-320-5221 | 233.13 | .00 | |
| Total PRINTING SYSTEMS INC.: | | | | | 233.13 | .00 | |
| PRO DATA PAYROLL SERVICES | 406751 | PAYROLL PROCESSING | 11/19/2018 | 01-322-5540 | 211.80 | .00 | |
| Total PRO DATA PAYROLL SERVICES INC.: | | | | | 211.80 | .00 | |
| PROSPECT HEIGHTS PARK DIS | 2018-20-11 | BLOCK PARTY | 11/20/2018 | 01-310-5950 | 9,406.51 | .00 | |
| Total PROSPECT HEIGHTS PARK DISTRICT: | | | | | 9,406.51 | .00 | |
| RAY ALLEN MANUFACTURING, | RINV078400-B | PD EQUIPMENT | 10/23/2018 | 01-360-7022 | 7.00 | .00 | |
| Total RAY ALLEN MANUFACTURING, LLC: | | | | | 7.00 | .00 | |
| RAY O'HERRON CO INC | 1860924-IN | PD CLOTHING | 11/16/2018 | 01-360-5741 | 104.49 | .00 | |
| Total RAY O'HERRON CO INC: | | | | | 104.49 | .00 | |
| READY PRESS LLC | 81545 | ENVELOPES | 11/14/2018 | 01-320-5221 | 415.00 | .00 | |
| Total READY PRESS LLC: | | | | | 415.00 | .00 | |
| RICHARD GAUSSELIN | 11/29/18 | UNIFORM REIMBURSEMENT | 11/29/2018 | 01-360-5741 | 95.03 | .00 | |
| Total RICHARD GAUSSELIN: | | | | | 95.03 | .00 | |
| RICHARD TIBBITS | 12/5/18 | WATER SYSTEM STUDY REIMB | 12/05/2018 | 01-340-5100 | 6,900.00 | .00 | |
| Total RICHARD TIBBITS: | | | | | 6,900.00 | .00 | |
| ROY'S TREE SERVICE | 11/16/18 | TREE REMOVAL | 11/16/2018 | 01-350-5103 | 275.00 | .00 | |
| Total ROY'S TREE SERVICE: | | | | | 275.00 | .00 | |
| SOLID WASTE AGENCY | 6064 | O&M COSTS | 12/01/2018 | 17-300-5420 | 27,484.34 | .00 | |
| Total SOLID WASTE AGENCY: | | | | | 27,484.34 | .00 | |
| STENSTROM PETROLEUM SER | S135293 | SUPPLY & INSTALL TANK MONI | 11/21/2018 | 01-350-7011 | 9,672.00 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | GL Account Number | Net Invoice Amt | Amount Paid | Date Paid |
|---|---|---|---|---|---|---|---|
| STENSTROM PETROLEUM SER | S135621 | SUPPLY & INSTALL FUEL MANA | 11/21/2018 | 01-350-7011 | 13,259.00 | .00 | |
| Total STENSTROM PETROLEUM SERVICES: | | | | | 22,931.00 | .00 | |
| STERLING CODIFIERS INC | 21492 | ANNUAL HOSTING FEE | 12/03/2018 | 01-320-5100 | 500.00 | .00 | |
| Total STERLING CODIFIERS INC: | | | | | 500.00 | .00 | |
| STREICHER'S | I1339222 | PD EQUIPMENT | 11/13/2018 | 01-360-5741 | 115.00 | .00 | |
| STREICHER'S | I1340077 | PD UNIFORM | 11/20/2018 | 01-360-7022 | 249.00 | .00 | |
| Total STREICHER'S: | | | | | 364.00 | .00 | |
| SUBURBAN ACCENTS INC. | 27397 | VEHICLE SIGNS | 11/15/2018 | 01-350-5721 | 1,350.00 | .00 | |
| Total SUBURBAN ACCENTS INC.: | | | | | 1,350.00 | .00 | |
| THOMPSON ELEVATOR INSPEC | 18-2561 | ELEVATOR REINSPECTION | 08/28/2018 | 01-340-5100 | 143.00 | .00 | |
| THOMPSON ELEVATOR INSPEC | 18-2637 | ELEVATOR INSPECTIONS | 08/30/2018 | 01-340-5100 | 172.00 | .00 | |
| THOMPSON ELEVATOR INSPEC | 18-3067 | ELEVATOR INSPECTION | 10/12/2018 | 01-340-5100 | 100.00 | .00 | |
| THOMPSON ELEVATOR INSPEC | 18-3068 | ELEVATOR INSPECTION | 10/12/2018 | 01-340-5100 | 43.00 | .00 | |
| Total THOMPSON ELEVATOR INSPECT SVC INC: | | | | | 458.00 | .00 | |
| UNIFIRST CORPORATION | 0811336130 | PW UNIFORMS | 11/16/2018 | 01-350-5104 | 98.70 | .00 | |
| UNIFIRST CORPORATION | 0811337968 | PW UNIFORMS | 11/23/2018 | 01-350-5104 | 98.70 | .00 | |
| UNIFIRST CORPORATION | 0811339791 | PW UNIFORMS | 11/30/2018 | 01-350-5104 | 98.70 | .00 | |
| Total UNIFIRST CORPORATION: | | | | | 296.10 | .00 | |
| VERIZON WIRELESS | 9817489833 | NOVEMBER STATEMENT | 11/01/2018 | 01-320-5410 | 131.62 | .00 | |
| VERIZON WIRELESS | 9817489833 | NOVEMBER STATEMENT | 11/01/2018 | 01-360-5410 | 455.80 | .00 | |
| VERIZON WIRELESS | 9817489833 | NOVEMBER STATEMENT | 11/01/2018 | 51-300-5410 | 56.04 | .00 | |
| VERIZON WIRELESS | 9817489833 | NOVEMBER STATEMENT | 11/01/2018 | 01-350-5410 | 280.20 | .00 | |
| VERIZON WIRELESS | 9818166885 | NOVEMBER STATEMENT | 11/10/2018 | 01-360-5610 | 570.17 | .00 | |
| Total VERIZON WIRELESS: | | | | | 1,493.83 | .00 | |
| VILLAGE OF BUFFALO GROVE | 2018-0000000 | LEVEE 37 SIGNS | 11/13/2018 | 28-300-5100 | 272.97 | .00 | |
| Total VILLAGE OF BUFFALO GROVE: | | | | | 272.97 | .00 | |
| VILLAGE OF MOUNT PROSPEC | 11/15/18 | 3288-001 | 11/15/2018 | 51-300-5412 | 436.95 | .00 | |
| Total VILLAGE OF MOUNT PROSPECT: | | | | | 436.95 | .00 | |
| WAREHOUSE DIRECT OFFICE | 4105826-0 | OFFICE SUPPLIES | 11/19/2018 | 01-320-5700 | 243.88 | .00 | |
| WAREHOUSE DIRECT OFFICE | 4106103-0 | OFFICE SUPPLIES | 11/19/2018 | 01-320-5700 | 2.39 | .00 | |
| Total WAREHOUSE DIRECT OFFICE PROD INC.: | | | | | 246.27 | .00 | |
| XTIVITY SOLUTIONS INC. | 1386 | PHONE BILL | 11/20/2018 | 01-320-5410 | 1,090.86 | .00 | |
| Total XTIVITY SOLUTIONS INC.: | | | | | 1,090.86 | .00 | |
| Grand Totals: | | | | | 670,846.03 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | GL Account Number | Net Invoice Amt | Amount Paid | Date Paid |
|---|---|---|---|---|---|---|---|

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

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** | | | | | | | |
| 01-000-2030 WITHHOLDING INSURAN | MADISON NATIONAL LIFE | 1321886 | LIFE INSURANCE | 12/01/2018 | 152.02 | .00 | |
| 01-000-2050 W/H LOCAL 15O UNION | IUOE LOCAL 150 ADMIN | #150 A 12/7/18 | LOCAL 150 ADMIN DUES | 12/07/2018 | 312.29 | .00 | |
| 01-000-2050 W/H LOCAL 15O UNION | IUOE LOCAL 150 MEMBERSHIP | #150 M 12/7/18 | LOCAL 150 MEMBERSHIP DUES | 12/07/2018 | 58.85 | .00 | |
| 01-000-2052 WITHHOLDING POLICE U | METROPOLITAN ALLIANCE OF | #252 12/2018 | MAP #252 DUES | 12/07/2018 | 504.00 | .00 | |
| 01-000-2052 WITHHOLDING POLICE U | METROPOLITAN ALLIANCE OF | #253 12/2018 | MAP #253 DUES | 12/07/2018 | 180.00 | .00 | |
| Total : | | | | | 1,207.16 | .00 | |
| **PUBLIC SAFETY FINES & FEES** | | | | | | | |
| 01-140-3505 ORDINANCE & PARKING | LISA BARRET | 11/30/18 | OVERPAYMENT REFUND | 11/30/2018 | 90.00 | .00 | |
| Total PUBLIC SAFETY FINES & FEES: | | | | | 90.00 | .00 | |
| **CITY COUNCIL & BOARDS** | | | | | | | |
| 01-310-5950 SPECIAL EVENTS | PROSPECT HEIGHTS PARK DIS | 2018-20-11 | BLOCK PARTY | 11/20/2018 | 9,406.51 | .00 | |
| Total CITY COUNCIL & BOARDS: | | | | | 9,406.51 | .00 | |
| **ADMINISTRATION** | | | | | | | |
| 01-320-4100 HEALTH INSURANCE | NORTH SUBURBAN EMPLOYEE | 12/4/18 | NOVEMBER MEDICAL INSURAN | 12/04/2018 | 1,358.00 | .00 | |
| 01-320-4110 LIFE INSURANCE | MADISON NATIONAL LIFE | 1321886 | LIFE INSURANCE | 12/01/2018 | 22.69 | .00 | |
| 01-320-5100 PROFESSIONAL SERVIC | STERLING CODIFIERS INC | 21492 | ANNUAL HOSTING FEE | 12/03/2018 | 500.00 | .00 | |
| 01-320-5105 PROFESSIONAL FEES - | GEWALT HAMILTON ASSOCIAT | 10-9-18 | ENGINEERING SERVICES | 10/09/2018 | 4,041.00 | .00 | |
| 01-320-5105 PROFESSIONAL FEES - | GEWALT HAMILTON ASSOCIAT | 10-9-18 | ENGINEERING SERVICES | 10/09/2018 | 895.51 | .00 | |
| 01-320-5105 PROFESSIONAL FEES - | GEWALT HAMILTON ASSOCIAT | 10-9-18 | ENGINEERING SERVICES | 10/09/2018 | 77.00 | .00 | |
| 01-320-5105 PROFESSIONAL FEES - | GEWALT HAMILTON ASSOCIAT | 10-9-18 | ENGINEERING SERVICES | 10/09/2018 | 77.00 | .00 | |
| 01-320-5105 PROFESSIONAL FEES - | GEWALT HAMILTON ASSOCIAT | 10-9-18 | ENGINEERING SERVICES | 10/09/2018 | 13,030.50 | .00 | |
| 01-320-5105 PROFESSIONAL FEES - | GEWALT HAMILTON ASSOCIAT | 10-9-18 | ENGINEERING SERVICES | 10/09/2018 | 569.00 | .00 | |
| 01-320-5105 PROFESSIONAL FEES - | GEWALT HAMILTON ASSOCIAT | 10-9-18 | ENGINEERING SERVICES | 10/09/2018 | 77.00 | .00 | |
| 01-320-5106 PROFESSIONAL FEES - | GEWALT HAMILTON ASSOCIAT | 10-9-18 | ENGINEERING SERVICES | 10/09/2018 | 1,760.00 | .00 | |
| 01-320-5107 PROFESSIONAL FEES - | GEWALT HAMILTON ASSOCIAT | 10-9-18 | ENGINEERING SERVICES | 10/09/2018 | 1,168.50 | .00 | |
| 01-320-5130 COMPUTER CONSULTAN | DEKIND COMPUTER CONSULT | 25349 | COMPUTER CONSULTANT | 12/03/2018 | 3,510.00 | .00 | |
| 01-320-5130 COMPUTER CONSULTAN | DEKIND COMPUTER CONSULT | 25386 | TRIP CHARGES | 12/03/2018 | 120.00 | .00 | |
| 01-320-5220 PHOTOCOPY | DE LAGE LANDEN FINANCIAL S | 61396616 | COPIER | 11/10/2018 | 861.06 | .00 | |
| 01-320-5220 PHOTOCOPY | DE LAGE LANDEN FINANCIAL S | 61406170 | COPIER | 11/10/2018 | 1,144.32 | .00 | |
| 01-320-5221 PRINTING | PRINTING SYSTEMS INC. | 205767 | CHECK PRINTING | 11/16/2018 | 233.13 | .00 | |
| 01-320-5221 PRINTING | READY PRESS LLC | 81545 | ENVELOPES | 11/14/2018 | 415.00 | .00 | |
| 01-320-5410 UTILITIES | AT&T LONG DISTANCE | 11/4/18 | LONG DISTANCE STATEMENT | 11/04/2018 | 167.84 | .00 | |
| 01-320-5410 UTILITIES | NICOR GAS | 11/19/18 | 20-93-79-2787 7 | 11/19/2018 | 98.42 | .00 | |

| GL Account and Title | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|---|---|---|---|---|---|---|
| 01-320-5410 UTILITIES | NICOR GAS | 11/21/18 | PW 94-82-27-0000 4 | 11/21/2018 | 481.58 | .00 | |
| 01-320-5410 UTILITIES | NICOR GAS | 11-21-18 | PD SRVC 98-65-54-0000 4 | 11/21/2018 | 262.13 | .00 | |
| 01-320-5410 UTILITIES | VERIZON WIRELESS | 9817489833 | NOVEMBER STATEMENT | 11/01/2018 | 131.62 | .00 | |
| 01-320-5410 UTILITIES | XTIVITY SOLUTIONS INC. | 1386 | PHONE BILL | 11/20/2018 | 1,090.86 | .00 | |
| 01-320-5500 LIABILITY INSURANCE | MESIROW INSURANCE SERVIC | 759917 | ANNUAL INSTALLMENT | 11/30/2018 | 1,084.00 | .00 | |
| 01-320-5500 LIABILITY INSURANCE | MESIROW INSURANCE SERVIC | 967428 | GENERAL LIABILITY | 11/30/2018 | 19,254.34 | .00 | |
| 01-320-5500 LIABILITY INSURANCE | MESIROW INSURANCE SERVIC | 967446 | AUTO INSURANCE POLICY | 11/30/2018 | 7,910.96 | .00 | |
| 01-320-5500 LIABILITY INSURANCE | MESIROW INSURANCE SERVIC | 967459 | UMBRELLA POLICY | 11/30/2018 | 5,910.36 | .00 | |
| 01-320-5500 LIABILITY INSURANCE | MESIROW INSURANCE SERVIC | 967628 | CYBER INSURANCE POLICY | 11/30/2018 | 679.13 | .00 | |
| 01-320-5530 WORKERS COMPENSATI | ILLINOIS PUBLIC RISK FUND | 52029 | WORKERS COMPENSATION | 11/14/2018 | 255.40 | .00 | |
| 01-320-5700 OFFICE SUPPLIES | LOGSDON OFFICE SUPPLY | 1042137-001 | OFFICE SUPPLIES | 11/14/2018 | 69.90 | .00 | |
| 01-320-5700 OFFICE SUPPLIES | WAREHOUSE DIRECT OFFICE | 4105826-0 | OFFICE SUPPLIES | 11/19/2018 | 243.88 | .00 | |
| 01-320-5700 OFFICE SUPPLIES | WAREHOUSE DIRECT OFFICE | 4106103-0 | OFFICE SUPPLIES | 11/19/2018 | 2.39 | .00 | |
| Total ADMINISTRATION: | | | | | 67,502.52 | .00 | |
| **FINANCE** | | | | | | | |
| 01-322-5101 AUDIT & FINANCE FEES | LAUTERBACH & AMEN, LLP | 32243 | ACCOUNTING SERVICES | 11/12/2018 | 13,800.00 | .00 | |
| 01-322-5540 PAYROLL SERVICE FEES | PRO DATA PAYROLL SERVICES | 406751 | PAYROLL PROCESSING | 11/19/2018 | 211.80 | .00 | |
| Total FINANCE: | | | | | 14,011.80 | .00 | |
| **BUILDING DEPARTMENT** | | | | | | | |
| 01-340-4100 HEALTH INSURANCE | NORTH SUBURBAN EMPLOYEE | 12/4/18 | NOVEMBER MEDICAL INSURAN | 12/04/2018 | 4,417.00 | .00 | |
| 01-340-4110 LIFE INSURANCE | MADISON NATIONAL LIFE | 1321886 | LIFE INSURANCE | 12/01/2018 | 32.85 | .00 | |
| 01-340-5100 PROFESSIONAL SERVIC | FOOD & ALCOHOL SERVICE TR | 2018-15 | FOOD SERVICE SANITATION IN | 12/03/2018 | 780.00 | .00 | |
| 01-340-5100 PROFESSIONAL SERVIC | JEFFREY L BAUREIS | 36 | ELECTRICAL INSPECTIONS | 12/01/2018 | 1,161.00 | .00 | |
| 01-340-5100 PROFESSIONAL SERVIC | MICHAEL PORZYCKI | 12/3/18 | PHONE REIMBURSEMENT | 12/03/2018 | 40.00 | .00 | |
| 01-340-5100 PROFESSIONAL SERVIC | RICHARD TIBBITS | 12/5/18 | WATER SYSTEM STUDY REIMB | 12/05/2018 | 6,900.00 | .00 | |
| 01-340-5100 PROFESSIONAL SERVIC | THOMPSON ELEVATOR INSPEC | 18-2561 | ELEVATOR REINSPECTION | 08/28/2018 | 143.00 | .00 | |
| 01-340-5100 PROFESSIONAL SERVIC | THOMPSON ELEVATOR INSPEC | 18-2637 | ELEVATOR INSPECTIONS | 08/30/2018 | 172.00 | .00 | |
| 01-340-5100 PROFESSIONAL SERVIC | THOMPSON ELEVATOR INSPEC | 18-3067 | ELEVATOR INSPECTION | 10/12/2018 | 100.00 | .00 | |
| 01-340-5100 PROFESSIONAL SERVIC | THOMPSON ELEVATOR INSPEC | 18-3068 | ELEVATOR INSPECTION | 10/12/2018 | 43.00 | .00 | |
| 01-340-5500 LIABILITY INSURANCE | MESIROW INSURANCE SERVIC | 967428 | GENERAL LIABILITY | 11/30/2018 | 332.71 | .00 | |
| 01-340-5500 LIABILITY INSURANCE | MESIROW INSURANCE SERVIC | 967446 | AUTO INSURANCE POLICY | 11/30/2018 | 136.70 | .00 | |
| 01-340-5500 LIABILITY INSURANCE | MESIROW INSURANCE SERVIC | 967459 | UMBRELLA POLICY | 11/30/2018 | 102.13 | .00 | |
| 01-340-5500 LIABILITY INSURANCE | MESIROW INSURANCE SERVIC | 967628 | CYBER INSURANCE POLICY | 11/30/2018 | 11.74 | .00 | |
| 01-340-5530 WORKERS COMPENSATI | ILLINOIS PUBLIC RISK FUND | 52029 | WORKERS COMPENSATION | 11/14/2018 | 295.52 | .00 | |
| Total BUILDING DEPARTMENT: | | | | | 14,667.65 | .00 | |

| GL Account and Title | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|---|---|---|---|---|---|---|
| PUBLIC WORKS | | | | | | | |
| 01-350-4100 HEALTH INSURANCE | MOE FUNDS | 12/4/18 | JAN PREMIUMS | 12/04/2018 | 8,060.00 | .00 | |
| 01-350-4100 HEALTH INSURANCE | NORTH SUBURBAN EMPLOYEE | 12/4/18 | NOVEMBER MEDICAL INSURAN | 12/04/2018 | 2,030.00 | .00 | |
| 01-350-4110 LIFE INSURANCE | MADISON NATIONAL LIFE | 1321886 | LIFE INSURANCE | 12/01/2018 | 41.25 | .00 | |
| 01-350-5020 VEHICLE MAINTENANCE | EL-COR INDUSTRIES INC | 105091 | VEHICLE MAINTENANCE SUPP | 10/31/2018 | 170.46 | .00 | |
| 01-350-5020 VEHICLE MAINTENANCE | LINDCO EQUIPMENT SALES IN | 1808251.01 | VEHICLE MAINTENANCE SUPP | 11/20/2018 | 156.25 | .00 | |
| 01-350-5020 VEHICLE MAINTENANCE | LINDCO EQUIPMENT SALES IN | 1808261.01 | VEHICLE MAINTENANCE SUPP | 11/21/2018 | 156.25 | .00 | |
| 01-350-5020 VEHICLE MAINTENANCE | MDH SYNTHETICS | 1156 | VEHICLE MAINTENANCE SUPP | 11/20/2018 | 103.44 | .00 | |
| 01-350-5020 VEHICLE MAINTENANCE | MENARDS | 26953 | VEHICLE MAINTENANCE | 11/20/2018 | .89 | .00 | |
| 01-350-5103 PROF SERVICES - FORE | OHANA FARMS, INC. | 4252-1 | PAY BALANCE | 10/15/2018 | 2,212.50 | .00 | |
| 01-350-5103 PROF SERVICES - FORE | ROY'S TREE SERVICE | 11/16/18 | TREE REMOVAL | 11/16/2018 | 275.00 | .00 | |
| 01-350-5104 PROF SERVICES - BUILD | UNIFIRST CORPORATION | 0811336130 | PW UNIFORMS | 11/16/2018 | 98.70 | .00 | |
| 01-350-5104 PROF SERVICES - BUILD | UNIFIRST CORPORATION | 0811337968 | PW UNIFORMS | 11/23/2018 | 98.70 | .00 | |
| 01-350-5104 PROF SERVICES - BUILD | UNIFIRST CORPORATION | 0811339791 | PW UNIFORMS | 11/30/2018 | 98.70 | .00 | |
| 01-350-5410 UTILITIES | VERIZON WIRELESS | 9817489833 | NOVEMBER STATEMENT | 11/01/2018 | 280.20 | .00 | |
| 01-350-5411 WATER AND ELECTRIC P | CONSTELLATION NEWENERGY | 13271454001 | 8285854 | 11/13/2018 | 151.05 | .00 | |
| 01-350-5411 WATER AND ELECTRIC P | CONSTELLATION NEWENERGY | 13343022701 | 8285853 | 11/15/2018 | 451.45 | .00 | |
| 01-350-5500 LIABILITY INSURANCE P | MESIROW INSURANCE SERVIC | 967403 | PREMIUM | 12/04/2018 | 5,204.00 | .00 | |
| 01-350-5500 LIABILITY INSURANCE P | MESIROW INSURANCE SERVIC | 967428 | GENERAL LIABILITY | 11/30/2018 | 22,900.96 | .00 | |
| 01-350-5500 LIABILITY INSURANCE P | MESIROW INSURANCE SERVIC | 967446 | AUTO INSURANCE POLICY | 11/30/2018 | 9,409.23 | .00 | |
| 01-350-5500 LIABILITY INSURANCE P | MESIROW INSURANCE SERVIC | 967459 | UMBRELLA POLICY | 11/30/2018 | 7,029.74 | .00 | |
| 01-350-5500 LIABILITY INSURANCE P | MESIROW INSURANCE SERVIC | 967628 | CYBER INSURANCE POLICY | 11/30/2018 | 807.75 | .00 | |
| 01-350-5530 WORKERS COMPENSATI | ILLINOIS PUBLIC RISK FUND | 52029 | WORKERS COMPENSATION | 11/14/2018 | 1,248.52 | .00 | |
| 01-350-5721 SIGNS | SUBURBAN ACCENTS INC. | 27397 | VEHICLE SIGNS | 11/15/2018 | 1,350.00 | .00 | |
| 01-350-5751 GASOLINE | CONSERV FS INC. | 102010920 | GASOLINE | 11/15/2018 | 978.88 | .00 | |
| 01-350-5751 GASOLINE | CONSERV FS INC. | 102010921 | GASOLINE | 11/15/2018 | 1,442.78 | .00 | |
| 01-350-7011 IMPROVEMENTS - PW | STENSTROM PETROLEUM SER | S135293 | SUPPLY & INSTALL TANK MONI | 11/21/2018 | 9,672.00 | .00 | |
| 01-350-7011 IMPROVEMENTS - PW | STENSTROM PETROLEUM SER | S135621 | SUPPLY & INSTALL FUEL MANA | 11/21/2018 | 13,259.00 | .00 | |
| Total PUBLIC WORKS: | | | | | 87,687.70 | .00 | |
| **PUBLIC SAFETY** | | | | | | | |
| 01-360-4100 HEALTH INSURANCE | HMO ILLINOIS | 11/28/18 | HEALTH INSURANCE | 11/28/2018 | 4,493.48 | .00 | |
| 01-360-4100 HEALTH INSURANCE | NORTH SUBURBAN EMPLOYEE | 12/4/18 | NOVEMBER MEDICAL INSURAN | 12/04/2018 | 27,118.00 | .00 | |
| 01-360-4110 LIFE INSURANCE | MADISON NATIONAL LIFE | 1321886 | LIFE INSURANCE | 12/01/2018 | 221.08 | .00 | |
| 01-360-4120 UNEMPLOYMENT INSUR | ILLINOIS DIRECTOR OF EMPLO | 12/4/18 | UNEMPLOYMENT | 12/04/2018 | 7,524.00 | .00 | |
| 01-360-5100 PROFESSIONAL SERVIC | NORTHSHORE OMEGA | 207814211-111 | PD MEDICAL EXAM | 11/16/2018 | 55.00 | .00 | |
| 01-360-5141 KENNEL FEES | KINGS KENNELS | 11/10/18 | KENNEL FEES | 11/10/2018 | 120.00 | .00 | |
| 01-360-5141 KENNEL FEES | PREISER PROFESSIONAL VET | 133983 | PD KENNEL FEES | 10/29/2018 | 150.55 | .00 | |
| 01-360-5410 UTILITIES | VERIZON WIRELESS | 9817489833 | NOVEMBER STATEMENT | 11/01/2018 | 455.80 | .00 | |
| 01-360-5500 LIABILITY INSURANCE P | MESIROW INSURANCE SERVIC | 967428 | GENERAL LIABILITY | 11/30/2018 | 27,218.63 | .00 | |

| GL Account and Title | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|---|---|---|---|---|---|---|
| 01-360-5500 LIABILITY INSURANCE P | MESIROW INSURANCE SERVIC | 967446 | AUTO INSURANCE POLICY | 11/30/2018 | 11,183.22 | .00 | |
| 01-360-5500 LIABILITY INSURANCE P | MESIROW INSURANCE SERVIC | 967459 | UMBRELLA POLICY | 11/30/2018 | 8,355.11 | .00 | |
| 01-360-5500 LIABILITY INSURANCE P | MESIROW INSURANCE SERVIC | 967628 | CYBER INSURANCE POLICY | 11/30/2018 | 960.04 | .00 | |
| 01-360-5530 WORKERS COMPENSATI | ILLINOIS PUBLIC RISK FUND | 52029 | WORKERS COMPENSATION | 11/14/2018 | 8,459.93 | .00 | |
| 01-360-5610 EQUIPMENT MAINTENAN | VERIZON WIRELESS | 9818166885 | NOVEMBER STATEMENT | 11/10/2018 | 570.17 | .00 | |
| 01-360-5741 CLOTHING | JG UNIFORMS INC | 45683 | PD UNIFORM | 11/15/2018 | 17.99 | .00 | |
| 01-360-5741 CLOTHING | JG UNIFORMS INC | 45754 | PD UNIFORM | 11/16/2018 | 228.06 | .00 | |
| 01-360-5741 CLOTHING | JG UNIFORMS INC | 45756 | PD UNIFORM | 11/16/2018 | 225.06 | .00 | |
| 01-360-5741 CLOTHING | JG UNIFORMS INC | 45759 | PD UNIFORM | 11/16/2018 | 215.06 | .00 | |
| 01-360-5741 CLOTHING | JG UNIFORMS INC | 46357 | PD UNIFORM | 11/26/2018 | 585.45 | .00 | |
| 01-360-5741 CLOTHING | RAY O'HERRON CO INC | 1860924-IN | PD CLOTHING | 11/16/2018 | 104.49 | .00 | |
| 01-360-5741 CLOTHING | RICHARD GAUSSELIN | 11/29/18 | UNIFORM REIMBURSEMENT | 11/29/2018 | 95.03 | .00 | |
| 01-360-5741 CLOTHING | STREICHER'S | I1339222 | PD EQUIPMENT | 11/13/2018 | 115.00 | .00 | |
| 01-360-5820 PUBLICATIONS | DAILY HERALD | 11/30/18 | SUBSCRIPTION | 11/30/2018 | 64.40 | .00 | |
| 01-360-7022 POLICE TECH/SAFETY S | JG UNIFORMS INC | 46053 | PD UNIFORM | 11/19/2018 | 820.89 | .00 | |
| 01-360-7022 POLICE TECH/SAFETY S | RAY ALLEN MANUFACTURING, | RINV078400-B | PD EQUIPMENT | 10/23/2018 | 7.00 | .00 | |
| 01-360-7022 POLICE TECH/SAFETY S | STREICHER'S | I1340077 | PD UNIFORM | 11/20/2018 | 249.00 | .00 | |
| Total PUBLIC SAFETY: | | | | | 99,612.44 | .00 | |
| **REIMBURSABLE EXP** | | | | | | | |
| 01-370-4101 RETIREE HEALTH INSUR | NORTH SUBURBAN EMPLOYEE | 12/4/18 | NOVEMBER MEDICAL INSURAN | 12/04/2018 | 4,404.00 | .00 | |
| Total REIMBURSABLE EXP: | | | | | 4,404.00 | .00 | |
| **DEBT SERVICE** | | | | | | | |
| 01-400-6000 PRINCIPAL | BANK OF AMERICA | 0JGDIBG5XI | SERIES 2008 DEBT PAYMENT-P | 11/19/2018 | 145,000.00 | .00 | |
| 01-400-6010 INTEREST | BANK OF AMERICA | 0JGDIBG5XI | SERIES 2008 DEBT PAYMENT-I | 11/19/2018 | 20,969.13 | .00 | |
| Total DEBT SERVICE: | | | | | 165,969.13 | .00 | |
| Total GENERAL FUND: | | | | | 464,558.91 | .00 | |

| GL Account and Title | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|---|---|---|---|---|---|---|
| **TOURISM DISTRICT** | | | | | | | |
| **EXPENSES** | | | | | | | |
| 13-300-5920 GRANT - HOTELS | COUNTRY INN & SUITES | 12/6/18 | TOURISM GRANT | 12/06/2018 | 5,924.00 | .00 | |
| 13-300-5920 GRANT - HOTELS | CROWNE PLAZA | 12/6/18 | TOURISM GRANT | 12/06/2018 | 25,249.25 | .00 | |
| 13-300-5920 GRANT - HOTELS | HILTON - CHICAGO/NORTHBRO | 12/6/18 | TOURISM GRANT | 12/06/2018 | 31,591.50 | .00 | |
| Total EXPENSES: | | | | | 62,764.75 | .00 | |
| Total TOURISM DISTRICT: | | | | | 62,764.75 | .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 | 6064 | O&M COSTS | 12/01/2018 | 27,484.34 | .00 | |
| Total EXPENSES: | | | | | 27,484.34 | .00 | |
| Total SOLID WASTE DISPOSAL FUND: | | | | | 27,484.34 | .00 | |

| GL Account and Title | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|---|---|---|---|---|---|---|
| **PALATINE ROAD TIF FUND** | | | | | | | |
| **EXPENSES** | | | | | | | |
| 18-300-5100 PROFESSIONAL SERVIC | GEWALT HAMILTON ASSOCIAT | 10-9-18 | ENGINEERING SERVICES | 10/09/2018 | 2,573.00 | .00 | |
| 18-300-5100 PROFESSIONAL SERVIC | GEWALT HAMILTON ASSOCIAT | 10-9-18 | ENGINEERING SERVICES | 10/09/2018 | 1,344.00 | .00 | |
| Total EXPENSES: | | | | | 3,917.00 | .00 | |
| Total PALATINE ROAD TIF FUND: | | | | | 3,917.00 | .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 | 13299738401 | 8285852 | 11/09/2018 | 10.39 | .00 | |
| 25-300-5050 SYSTEM MAINTENANCE | CONSTELLATION NEWENERGY | 13299779401 | 8285849 | 11/09/2018 | 128.42 | .00 | |
| 25-300-5500 LIABILITY INSURANCE | MESIROW INSURANCE SERVIC | 967428 | GENERAL LIABILITY | 11/30/2018 | 429.73 | .00 | |
| 25-300-5500 LIABILITY INSURANCE | MESIROW INSURANCE SERVIC | 967446 | AUTO INSURANCE POLICY | 11/30/2018 | 176.56 | .00 | |
| 25-300-5500 LIABILITY INSURANCE | MESIROW INSURANCE SERVIC | 967459 | UMBRELLA POLICY | 11/30/2018 | 131.91 | .00 | |
| 25-300-5500 LIABILITY INSURANCE | MESIROW INSURANCE SERVIC | 967628 | CYBER INSURANCE POLICY | 11/30/2018 | 15.16 | .00 | |
| Total EXPENSES: | | | | | 892.17 | .00 | |
| Total SSA #5: | | | | | 892.17 | .00 | |

| GL Account and Title | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|---|---|---|---|---|---|---|
| **SSA #8** | | | | | | | |
| **EXPENSES** | | | | | | | |
| 28-300-5100 PROFESSIONAL SERVIC | VILLAGE OF BUFFALO GROVE | 2018-0000000 | LEVEE 37 SIGNS | 11/13/2018 | 272.97 | .00 | |
| 28-300-5500 LIABILITY INSURANCE | MESIROW INSURANCE SERVIC | 967428 | GENERAL LIABILITY | 11/30/2018 | 643.39 | .00 | |
| 28-300-5500 LIABILITY INSURANCE | MESIROW INSURANCE SERVIC | 967446 | AUTO INSURANCE POLICY | 11/30/2018 | 264.35 | .00 | |
| 28-300-5500 LIABILITY INSURANCE | MESIROW INSURANCE SERVIC | 967459 | UMBRELLA POLICY | 11/30/2018 | 197.50 | .00 | |
| 28-300-5500 LIABILITY INSURANCE | MESIROW INSURANCE SERVIC | 967628 | CYBER INSURANCE POLICY | 11/30/2018 | 22.69 | .00 | |
| Total EXPENSES: | | | | | 1,400.90 | .00 | |
| Total SSA #8: | | | | | 1,400.90 | .00 | |

| GL Account and Title | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|---|---|---|---|---|---|---|
| **CAPITAL IMPROVEMENTS** | | | | | | | |
| 30-550-7020 EQUIPMENT - PW | LINDCO EQUIPMENT SALES IN | 180825I | UNDER BODY PLOW | 11/20/2018 | 10,881.00 | .00 | |
| 30-550-7020 EQUIPMENT - PW | LINDCO EQUIPMENT SALES IN | 180826I | UNDER BODY PLOW | 11/21/2018 | 10,881.00 | .00 | |
| 30-550-7051 ROAD PROGRAM - 2018 | GEWALT HAMILTON ASSOCIAT | 10-9-18 | ENGINEERING SERVICES | 10/09/2018 | 25,976.35 | .00 | |
| 30-550-7060 SIDEWALKS | GEWALT HAMILTON ASSOCIAT | 10-9-18 | ENGINEERING SERVICES | 10/09/2018 | 20,732.46 | .00 | |
| Total : | | | | | 68,470.81 | .00 | |
| Total CAPITAL IMPROVEMENTS: | | | | | 68,470.81 | .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 | MOE FUNDS | 12/4/18 | JAN PREMIUMS | 12/04/2018 | 2,015.00 | .00 | |
| 51-300-4110 LIFE INSURANCE | MADISON NATIONAL LIFE | 1321886 | LIFE INSURANCE | 12/01/2018 | 10.31 | .00 | |
| 51-300-5101 AUDIT | LAUTERBACH & AMEN, LLP | 32243 | ACCOUNTING SERVICES | 11/12/2018 | 2,475.00 | .00 | |
| 51-300-5410 UTILITIES | NICOR GAS | 11/20/18 | WTR 70-06-34-0000 9 | 11/20/2018 | 72.52 | .00 | |
| 51-300-5410 UTILITIES | VERIZON WIRELESS | 9817489833 | NOVEMBER STATEMENT | 11/01/2018 | 56.04 | .00 | |
| 51-300-5412 WATER | VILLAGE OF MOUNT PROSPEC | 11/15/18 | 3288-001 | 11/15/2018 | 436.95 | .00 | |
| 51-300-5500 LIABILITY INSURANCE | MESIROW INSURANCE SERVIC | 967428 | GENERAL LIABILITY | 11/30/2018 | 14,401.22 | .00 | |
| 51-300-5500 LIABILITY INSURANCE | MESIROW INSURANCE SERVIC | 967446 | AUTO INSURANCE POLICY | 11/30/2018 | 5,916.98 | .00 | |
| 51-300-5500 LIABILITY INSURANCE | MESIROW INSURANCE SERVIC | 967459 | UMBRELLA POLICY | 11/30/2018 | 4,420.64 | .00 | |
| 51-300-5500 LIABILITY INSURANCE | MESIROW INSURANCE SERVIC | 967628 | CYBER INSURANCE POLICY | 11/30/2018 | 507.95 | .00 | |
| 51-300-5530 WORKERS COMPENSATI | ILLINOIS PUBLIC RISK FUND | 52029 | WORKERS COMPENSATION | 11/14/2018 | 217.30 | .00 | |
| Total EXPENSES: | | | | | 30,529.91 | .00 | |
| Total WATER FUND: | | | | | 30,529.91 | .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 | 13299749201 | 8285846 | 11/09/2018 | 119.31 | .00 | |
| 52-300-5410 UTILITIES | CONSTELLATION NEWENERGY | 13299779001 | 8285848 | 11/09/2018 | 235.89 | .00 | |
| 52-300-5410 UTILITIES | NICOR GAS | 11-20-18 | METRA 20-24-74-0000 3 | 11/20/2018 | 91.66 | .00 | |
| 52-300-5632 ICE CONTROL MAINTEN | CONSERV FS INC. | 65064324 | METRA SALT | 11/07/2018 | 400.85 | .00 | |
| Total EXPENSES: | | | | | 847.71 | .00 | |
| Total PARKING FUND: | | | | | 847.71 | .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 | 10-9-18 | ENGINEERING SERVICES | 10/09/2018 | 77.00 | .00 | |
| 53-300-5101 AUDIT | LAUTERBACH & AMEN, LLP | 32243 | ACCOUNTING SERVICES | 11/12/2018 | 2,475.00 | .00 | |
| 53-300-5500 LIABILITY INSURANCE | MESIROW INSURANCE SERVIC | 967428 | GENERAL LIABILITY | 11/30/2018 | 3,276.02 | .00 | |
| 53-300-5500 LIABILITY INSURANCE | MESIROW INSURANCE SERVIC | 967446 | AUTO INSURANCE POLICY | 11/30/2018 | 1,346.01 | .00 | |
| 53-300-5500 LIABILITY INSURANCE | MESIROW INSURANCE SERVIC | 967459 | UMBRELLA POLICY | 11/30/2018 | 1,005.62 | .00 | |
| 53-300-5500 LIABILITY INSURANCE | MESIROW INSURANCE SERVIC | 967628 | CYBER INSURANCE POLICY | 11/30/2018 | 115.55 | .00 | |
| 53-300-5530 WORKER'S COMP INSUR | ILLINOIS PUBLIC RISK FUND | 52029 | WORKERS COMPENSATION | 11/14/2018 | 54.33 | .00 | |
| Total EXPENSES: | | | | | 8,349.53 | .00 | |
| Total SANITARY SEWER FUND: | | | | | 8,349.53 | .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 | BRADFORD & KENT | 18-339 | ROAD BOND REFUND | 12/04/2018 | 1,068.00 | .00 | |
| 72-000-2310 DEPOSIT ROAD/BUILDE | CAROL FLYNN | 18-131 | ROAD BOND REFUND | 12/03/2018 | 562.00 | .00 | |
| Total : | | | | | 1,630.00 | .00 | |
| Total ROAD & BUILDING BOND ESCROW: | | | | | 1,630.00 | .00 | |
| Grand Totals: | | | | | 670,846.03 | .00 | |

| GL Account and Title | Net Invoice Amount | Amount Paid | Date Paid |
|---|---|---|---|
| **GENERAL FUND** | | | |
| Total GENERAL FUND: | 464,558.91 | .00 | |
| **TOURISM DISTRICT** | | | |
| Total TOURISM DISTRICT: | 62,764.75 | .00 | |
| **SOLID WASTE DISPOSAL FUND** | | | |
| Total SOLID WASTE DISPOSAL FUND: | 27,484.34 | .00 | |
| **PALATINE ROAD TIF FUND** | | | |
| Total PALATINE ROAD TIF FUND: | 3,917.00 | .00 | |
| **SSA #5** | | | |
| Total SSA #5: | 892.17 | .00 | |
| **SSA #8** | | | |
| Total SSA #8: | 1,400.90 | .00 | |
| **CAPITAL IMPROVEMENTS** | | | |
| Total CAPITAL IMPROVEMENTS: | 68,470.81 | .00 | |
| **WATER FUND** | | | |
| Total WATER FUND: | 30,529.91 | .00 | |
| **PARKING FUND** | | | |
| Total PARKING FUND: | 847.71 | .00 | |
| **SANITARY SEWER FUND** | | | |
| Total SANITARY SEWER FUND: | 8,349.53 | .00 | |
| **ROAD & BUILDING BOND ESCROW** | | | |
| Total ROAD & BUILDING BOND ESCROW: | 1,630.00 | .00 | |
| Grand Totals: | 670,846.03 | .00 | |