PUBLIC NOTICE

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

THE REGULAR WORKSHOP MEETING
OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS
WILL BE HELD ON MONDAY, JUNE 10, 2019 AT 6:30 P.M.

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

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

1. **CALL TO ORDER**

2. **ROLL CALL FOR QUORUM**

3. **PLEDGE OF ALLEGIANCE –** Led by Audience Member

4. **APPROVAL OF MINUTES**

   A. May 28, 2019 Regular Workshop Meeting Minutes

   B. May 28, 2019 Regular Workshop Executive Session Minutes (***Not for public release***)

5. **PRESENTATIONS**

   A. North Shore Convention and Visitors Bureau – Executive Director Gina Speckman

   B. Fire & Police Commission – Annual Report presented by Chairman Sharon Hoffman

6. **APPOINTMENTS/CONFIRMATIONS AND PROCLAMATIONS**

7. **PUBLIC COMMENT (Agenda Matters)**

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

8. STAFF, ELECTED OFFICIALS, and COMMISSION REPORTS

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

10. OLD BUSINESS

11. NEW BUSINESS

A. R-19-15 Resolution and Agreement to Sell 11 E. Camp McDonald Road Property

B. Staff Memo and Request by Gene's Towing for Appeal/Reconsideration of Request for Proposal Award of Police Towing Services Contract, Authorized by City Council at the July 23, 2018 Regular City Council Meeting (***Tabled from May 13th Workshop Meeting***) (***Request from Mayor Helmer to Remove Item from the Agenda***)

C. R-19-16 Staff Memo and Resolution Approving Addie's Subdivision 303 S Parkway, SD Enterprises, Scott DeGraf (owner)

D. O-19-17 Staff Memo and Ordinance Annexing to the City of Prospect Heights Approximately 1.46 Acres Located at 3020 Milwaukee Avenue in Prospect Heights, IL (***1st Reading***)

12. DISCUSSION TOPICS FOR WORKSHOP MEETING:

A. Commissions/Committees/Boards Membership Review

B. Liquor License Code Review

C. Economic Redevelopment

13. APPROVAL OF WARRANTS

A. Approval of Expenditures

General Fund	$154,051.12
Motor Fuel Tax Fund	$0.00
Palatine/Milwaukee Tax Increment Financing District	$0.00
Tourism District	$49,500.00
Development Fund	$0.00

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

Drug Enforcement Agency Fund	$0.00
Solid Waste Fund	$0.00
Special Service Area #1	$0.00
Special Service Area #2	$0.00
Special Service Area #3	$0.00
Special Service Area #4	$0.00
Special Service Area #5	$0.00
Special Service Area #8 – Levee Wall #37	$0.00
Special Service Area-Constr #6 (Water Main)	$0.00
Special Service Area- Debt #6	$0.00
Capital Improvements	$23,668.25
Palatine Road Tax Increment Financing District	$0.00
Road Construction	$0.00
Road Construction Debt	$0.00
Water Fund	$5,345.28
Parking Fund	$57.45
Sanitary Sewer Fund	$4,861.58
Road/Building Bond Escrow	$14,900.00
TOTAL	**$252,383.68**
Wire Payments	
6/7/2019 PAYROLL POSTING	**$153,024.53**
MAY ILLINOIS MUNICIPAL RETIREMENT FUND	**$17,401.45**
TOTAL WARRANT	**$422,809.66**

14. PUBLIC COMMENT (Non-Agenda Matters)

15. EXECUTIVE SESSION

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

16. ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED

17. ADJOURNMENT

Posted: by Karen Schultheis by 5:00PM, June 5, 2019

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

RESOLUTION NO. R-19-15

A RESOLUTION DIRECTING THE SALE OF THE PROPERTY COMMONLY KNOWN AS 11 EAST CAMP MCDONALD ROAD

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

WHEREAS, Section 5/11-76-4.1 of the Illinois Municipal Code, 65 ILCS 5/11-76-4.1 (the "Statute"), grants the power to Illinois municipalities having a population of less than 500,000 inhabitants to sell surplus real property; and

WHEREAS, the City owns certain surplus real property located at 11 East Camp McDonald Road ("Property") legally described as Exhibit A; and

WHEREAS, the Property is approximately 21,025 square feet, Zoned B-1—Retail Business District; and

WHEREAS, the Property is currently vacant and is available for any use permitted in the B-1 Zoning District; and

WHEREAS, the value of the Property has been determined by a written MAI certified appraisal dated March 20, 2019 by Vincent A. Solano and A. Anthony Solano, of V.A. Solano & Associates, Inc. ("Appraisal"); and

WHEREAS, the Appraisal is on file and has been available for public inspection; and

WHEREAS, the City Council finds that the Property is surplus property and finds further that it is necessary, convenient and in the public interest to sell it; and

WHEREAS, the proposed sale price is not less than 80% of the appraised value of the Property.

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

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

SECTION 2: The Property is hereby declared to be surplus property and the Mayor, City Administrator and staff are hereby directed to offer the property for sale and to receive proposals to purchase the property at the price of not less than 80% of $210,000.00 and in accordance with the terms of this Resolution, provided that any agreement to sell the property must be approved by the City Council in accordance with the Statute.

SECTION 3: This Resolution shall be published at the first opportunity following its passage in the Prospect Heights Journal and Topics. The portions of the Appraisal addressing this Property and all exhibits to this Resolution shall be available for public inspection during city hall business hours at City Hall, 8 N. Elmhurst Rd, Prospect Heights, IL 60070.

SECTION 4: 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 June, 2019.

NICHOLAS J. HELMER, MAYOR

ATTEST:

CITY CLERK

AYES:

NAYS:

ABSENT:

EXHIBIT A

LEGAL DESCRIPTION

4833-7407-1448, v. 1

REAL ESTATE PURCHASE AND SALES CONTRACT

THIS REAL ESTATE PURCHASE AND SALES CONTRACT (the "**Contract**") is made as this ___ day of May, 2019 (the "**Effective Date**") by and between MBA Investment Group, Inc, an Illinois corporation (the "**Buyer**"), and the City of Prospect Heights, an Illinois non-home rule municipal corporation (the "**Seller**"). The Seller and the Buyer are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS:

WHEREAS, Seller owns a parcel of land commonly known as 11 East Camp McDonald Road, Prospect Heights, Illinois 60070, and improved with a parking lot, altogether as more particularly described on Exhibit A attached hereto and made a part hereof (the "**Property**"); and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Property on the terms and conditions contained in this Contract; and

WHEREAS, Seller desires to sell to Buyer the Property contingent on Buyer's purchase of real property commonly known as 9 East Camp McDonald Road, Prospect Heights, Illinois 60070 (the "**Plaza Property**");

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree to the following:

AGREEMENT:

1. INCORPORATION OF RECITALS. The foregoing recitals are incorporated herein by reference as though fully set forth in this Section 1.

2. SALE. The Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, upon the terms and conditions set forth in this Contract, fee simple title to the Property.

3. PURCHASE PRICE. The purchase price for the purchase of the Property by Buyer is **One Hundred and Seventy-Five Thousand and NO/100 dollars ($175,000.00)** (the "**Purchase Price**").

4. EARNEST MONEY DEPOSIT. Within five (5) business days of the Effective Date, acting by and through their respective attorneys, the Parties and the Title Company (as hereinafter defined) shall establish a joint order escrow pursuant to the Title Company's standard Strict Joint Order Escrow Instructions. On the same day the Joint Order Escrow is established, the Buyer shall deposit into the Strict Joint Order Escrow earnest money in the amount of **Ten Thousand and NO/100 Dollars ($10,000.00)** (the "**Earnest Money**"). The Earnest Money shall be refundable only under the circumstances as provided in this Agreement. In the event the Earnest Money, or any part of it, is placed into an interest-bearing or investment account at the request of the Buyer, all interest or earnings shall accrue and be added to the Earnest Money and credited to the Buyer at Closing, provided that Buyer will be solely responsible for the payment of any investment fee(s) associated with the Earnest Money.

5. CLOSING DATE. The closing (the "**Closing**") of the contemplated purchase and sale of the Property shall take place through a deed and money escrow (the "**Escrow**") within 30 days following the Due Diligence Period. The Closing shall occur at Chicago Title Insurance Company's (the "**Title Company**") downtown Chicago, Illinois national commercial services offices. It shall be a

condition to Seller's obligation to close hereunder that the Closing of the transaction contemplated by this Contract occur simultaneously with or after the closing of Buyer's purchase of the Plaza Property.

6. CONTINUED OPERATION INCENTIVE. Buyer agrees to continue operating the Deli 4 You Grocery located at the Plaza Property for a period of five (5) years after the Closing (the "**Continued Operation Term**"). If Buyer (i) ceases operation of the Deli 4 You Grocery, (ii) operates a business that generates comparably less sales tax for the City of Prospect Heights than the Deli 4 You Grocery, or (iii) sells the Plaza Property to an entity that generates comparably less sales tax for the City of Prospect Heights than Deli 4 You during the Continued Operation Term, it shall pay a to Seller a penalty calculated by multiplying the prior year's annual sale taxes due to Seller by the remaining year(s) of the Continued Operation Term. ~~Seller~~ Buyer agrees to provide Seller with all necessary documentation, including but not limited to relevant Illinois Department of Revenue ST-2 forms, to ascertain the appropriate penalty.

7. DUE DILIGENCE. The Seller shall deliver to the Buyer all of the documents listed on Exhibit B (collectively the "**Due Diligence Documents**") which are in Seller's possession within five (5) business days of the Effective Date. If the Seller cannot locate any of the Due Diligence Documents, the Seller shall provide the Buyer written notice of the same. As part of the due diligence process, Buyer shall be entitled to verify and approve the physical condition of the Property, in addition to all studies, leases, amendments to leases, and contracts in Seller's possession and control, as well as title to the Property (the "Investigations"). Seller has made available to Buyer copies of all studies, leases, amendments to leases, reciprocal easement agreements, contracts, loan documents, surveys, environmental reports, landlord/tenant disputes, litigation, and other information in Seller's possession or control related to the Property.

Seller will provide Buyer and its agents with reasonable access to the Property in order to make visual inspections required by engineering and environmental investigations that may be recommended by the consultants of Buyer. No boring, drilling, or other physical intrusion on the structures or ground comprising the Property will be made without the prior written consent of Seller. All inspections and reviews performed by Buyer will be conducted at reasonable times agreed upon in advance by Buyer and Seller.

6. BUYER'S OPTION TO TERMINATE CONTRACT. During the Due Diligence Period, if the Buyer is not satisfied with the condition of the Property for any reason or no reason in the Buyer's sole discretion, then the Buyer shall have the right, upon written notice to the Seller on or prior to the expiration of the Due Diligence Period, to terminate the Contract, in which event the Earnest Money shall be immediately released to the Buyer. If notice of the Buyer's election to terminate this Contract is not served within the time specified herein, the provisions of this Section shall be deemed waived by the Buyer and this Contract shall remain in full force and effect. The Due Diligence Period , other than with respect to title issues and survey issues, shall expire on June 7, 2019.

7. TITLE INSURANCE. Within fifteen (15) calendar days of the Effective Date, Seller shall, at its sole cost and expense, obtain a commitment for an owner's title insurance policy issued by the Title Company in the amount of the Purchase Price (the "**Title Commitment**"), together with true, complete and legible copies of all recorded covenants, conditions, easements, restrictions and other title exceptions affecting the Property. The Title Commitment shall contain an agreement by the Title Company that the title insurance policy will be issued pursuant to the Title Commitment (the "**Title Policy**"). If the Title Commitment or the Survey (defined below) discloses exceptions to title, which are not acceptable to Buyer (the "**Unpermitted Exceptions**"), then the Buyer shall have ten (10) business days from the later of the delivery of the Title Commitment or the Survey to object to the Unpermitted Exceptions by sending to the Seller a letter listing the same (the "**Buyer's Objection Letter**"). If after

giving Buyer's Objection Letter to Seller, Buyer receives any amendment or update to the Title Commitment or Survey which shows new Unpermitted Exceptions, Buyer shall have five (5) business days to provide Seller an updated Buyer's Objection Letter. All items on the Title Commitment or the Survey that are not objected to within ten (10) business days from the later of the delivery of the Title Commitment or the Survey or within five (5) business days from the receipt of any update to the Title Commitment or Survey (the "**Permitted Exceptions**") shall be deemed accepted by Buyer. Seller shall then have ten (10) business days from the date of receipt of the Buyer's Objection Letter to respond (the "**Response Notice**") outlining which Unpermitted Exceptions Seller agrees to cure on or before Closing and which Unpermitted Exceptions Seller is not willing to cure on or before Closing. The failure of Seller to deliver a Response Notice shall be deemed Seller's election not to cure the Unpermitted Exceptions. If Buyer is not satisfied with Seller's Response Notice (or lack thereof), then the Buyer, as its sole and exclusive remedy, may elect to (i) terminate this Contract, in which case the Earnest Money will not be immediately released to the Buyer; (ii) extend the period of time for Seller to remedy such Unpermitted Exceptions or defects by no more than thirty (30) days, provided that if Seller cannot remedy such Unpermitted Exceptions or defects within said thirty (30) day period, Buyer may elect to proceed under (i) or (iii) hereunder; or (iii) proceed to Closing with the Parties acknowledging that this Contract is for the sale and purchase of the Property in the condition reflected in the Title Commitment and Survey, with a deduction from the Purchase Price in an amount necessary to discharge any unpermitted liens or encumbrances of a definite or ascertainable amount.

8. **SURVEY**. Within 30 days of the Effective Date, the Buyer shall obtain a certified ALTA/ NSPS survey of the Property (the "**Survey**") to be performed by a surveyor, which Survey shall contain such additional "Table A" items as may be required by Buyer. Buyer shall be solely responsible for the cost of the Survey.

9. **DEED**. The Seller shall convey to Buyer or its nominee fee simple title to the Property by a recordable special warranty deed (the "**Deed**") subject only to the Permitted Exceptions.

10. **CLOSING DOCUMENTS**. On the date of Closing, the obligations of the Parties shall be as follows:

A. The Seller shall deliver or cause to be delivered to the Title Company or Buyer, as necessary to consummate the Closing:

- **i.** the original executed and properly notarized Deed;
- **ii.** the original executed and properly notarized Affidavit of Title;
- **iii.** the Title Policy;
- **iv.** A quitclaim bill of sale, executed by Seller, for any personal property located at the Property;
- **v.** A non-foreign (FIRPTA) affidavit in a customary and satisfactory form;
- **vi.** counterpart originals of Seller's Closing Statement;
- **vii.** such other standard closing documents or other documentation as required by applicable law or the Title Company to effectuate the transaction contemplated herein, including, without limitation, an ALTA Statement and GAP Undertaking; and
- **viii.** True and correct copies of all surveys, contracts, or agreements affecting the Property, if any.
- **ix.** a completed MyDec Declaration

B. The Buyer shall deliver or cause to be delivered to the Title Company:

i. One Hundred and Seventy-Five Thousand and NO/100 dollars ($175,000.00);
ii. Executed original of the Note;
iii. counterpart originals of Seller's Closing Statement; and
iv. such standard closing documents or other documentation as required by applicable law or the Title Company to effectuate the transaction contemplated herein.

11. REAL ESTATE TAXES. Seller represents to Buyer that the Property is currently tax-exempt and that there are no real estate taxes outstanding on the Property. As a consequence, the Buyer will not receive any credit for real estate taxes at Closing and shall assume responsibility for all real estate taxes accruing on and after the date of Closing.

12. CLOSING COSTS. At Closing, the Seller shall pay for all title charges and expenses of or relating to the owner's Title Policy and Title Commitment, including a Standard Exception Waiver Endorsement (extended coverage) for the owner's policy, and one-half (1/2) of the fees for the Escrow, including GAP Coverage. At Closing, the Buyer shall pay one-half (1/2) of the fees for the Escrow, including GAP Coverage, the premium for a lender's title insurance policy, if any, the recording fee for the Deed and Mortgage (the latter if applicable) and any endorsements requested by the lender, or requested by the Buyer. All other charges and fees shall be paid by the Party customarily responsible for such charges and fees.

13. CONVEYANCE TAXES. The Parties acknowledge that because Seller is a governmental entity, this transaction is exempt from any State, County or local real estate transfer tax. Nevertheless, the Seller shall furnish all real estate transfer declarations as required by State, County and local law.

14. CONDEMNATION. In the event that between the date hereof and the Closing any condemnation or eminent domain proceedings are initiated or threatened which might result in the taking of any part of the Property, Seller shall promptly notify Buyer of same in writing, and then Buyer, at its sole option, may elect to terminate this Contract without costs, obligation or liability on the part of Buyer, in which event all rights and obligations of the Parties shall cease and the Earnest Money shall be immediately released to Buyer. In the event Buyer elects not to so terminate this Contract, Seller shall assign to Buyer at Closing all of Seller's title and interest in and to any award pertaining to the Property made in connection with such condemnation or eminent domain proceedings. Buyer shall notify Seller within thirty (30) days after its receipt of written notice of the initiation or threat of such condemnation or eminent domain proceedings whether it elects to exercise its right to terminate this Contract; provided, however, if Buyer timely notifies Seller that it elects not to exercise its right to terminate this Contract, at the election of Buyer, the Closing shall be delayed by thirty (30) days for Buyer to make such election. If Buyer fails to notify Seller of its election within said thirty (30) day period, such failure shall constitute an election to terminate this Contract as aforesaid.

15. COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER. Seller covenants, represents and warrants to the Buyer as to the following matters, each of which is so warranted to be true and correct as of the Effective Date and also on the date of Closing:

A. Title & Survey Matters.

(i) The Seller has good and marketable fee simple title to the Property subject only to the matters disclosed in the Title Commitment and the Survey.

(ii) Except for this Contract and the brokerage contract referenced in Section 19, Seller is not a party to any contract, lease, agreement or commitment to sell, convey, lease, assign, transfer or otherwise dispose of any portion or portions of the Property. Seller has enjoyed the continuous and uninterrupted quiet possession, use and operation of the Property without any material complaint or objection by any person.

(iii) Between the date hereof and the Closing, Seller shall not negotiate or enter into any contracts, agreements or leases pertaining to the Property with any party other than Buyer which would survive the Closing and be binding upon Buyer or the Property.

(iv) The Property abuts on at least one side a public street or road in a manner so as to permit reasonable, customary and adequate commercial and non-commercial vehicular and pedestrian ingress, egress and access to each parcel thereof, or has adequate easements across an intervening property to permit reasonable, customary and adequate commercial and non-commercial vehicular and pedestrian ingress, egress and access to each parcel thereof from a public street or road. There are no unreasonable restrictions on entrance to or exit from the Property to adjacent public streets and no conditions which will result in the termination of the present access from the Property to existing highways or roads.

B. **Violations of Zoning and Other Laws.** The Seller has received no notice, written or otherwise, from any governmental agency alleging any violations of any statute, ordinance, regulation or code, except as provided as part of the Due Diligence Documents. The Property is in compliance with all applicable private restrictions, ordinances, codes, rules, regulations and other laws, including, without limitation, those relating to zoning, subdivision, health or safety. Seller has not received any notice that any permanent certificate of occupancy or other permit required by applicable governmental or regulatory authorities having jurisdiction over the Property has not been issued, has not been paid for, or is no longer in full force and effect.

C. **Litigation.** Seller is not a party to any litigation, arbitration or administrative proceeding (a) with any person or entity concerning any aspect of the Property or having or claiming any interest in the Property, (b) which affects or questions Seller's title to the Property or Seller's ability to perform its obligation under the Contract, or (c) which otherwise affects or relates to the Property. To the Seller's actual knowledge, there are no pending or threatened matters of litigation, administrative action or examination, claim or demand whatsoever relating to the Property.

D. **Eminent Domain.** There is no pending eminent domain, condemnation or other governmental taking of the Property or any part thereof, and to the actual knowledge and belief of the Seller, there is no threatened eminent domain, condemnation or other governmental taking of the Property or any part thereof. There are no actions which are pending or, to the actual knowledge and belief of the Seller, threatened against the Property or Seller which could reasonably be expected to affect the continued use or possible development of the Property. There exists no unfulfilled obligation on the part of Seller to dedicate or grant an easement or easements over any portion or portions of the Property to any governmental or regulatory authority.

E. **Assessments.** Seller has not received any notice of any special or general assessment or lien affecting the Property. To the Seller's actual knowledge, there are no special or general assessments pending against or affecting the Property.

F. **Authority of Signatories; No Breach of Other Agreements; etc.** The execution, delivery of and performance under this Contract by the Seller is pursuant to authority validly and duly conferred upon the signatory hereto. The Contract is, and all other closing documents to be executed and delivered by Seller will be on the Closing, valid and binding obligations of Seller.

G. **All Information.** The Seller shall provide all of the Due Diligence Documents and shall not withhold any of the same.

H. **Organization.**

(i) Seller is duly organized and validly existing under the laws of the State of Illinois, and has the full right, power, and authority to sell and convey the Property as provided in this Contract and to carry out Seller's obligations hereunder, without the joinder of any other person or entity, and all requisite action necessary to authorize Seller to enter into this Contract and carry out its obligations hereunder has been or by the Closing will have been taken.

(ii) Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and any applicable regulations promulgated thereunder.

I. **Not a Prohibited Person**. Seller, its City Council, nor any of their respective brokers or other agents acting in any capacity in connection with the transactions contemplated by this Contract is a Prohibited Person (as defined below).

J. **Environmental Conditions**. Seller has provided to the Buyer all information in its possession related to the environmental condition of the Property, including any environmental reports and studies. The staff of the Seller has no knowledge related to the environmental condition of the Property that is not contained within the environmental reports and studies provided to the Buyer.

K. **Insurance**. Seller has not received, with respect to the Property, any notice(s) from any insurance company, governmental or regulatory authority or any other person of, nor are there any facts or circumstances which could give rise to any condition, defect, or inadequacy affecting the Property that, if not corrected, would result in termination of insurance coverage or materially increase its cost.

For purposes of this Section 15, the Buyer acknowledges that any clause relating to the knowledge or actual knowledge of the Seller shall mean solely the knowledge of the Seller's current Mayor, City Administrator and City Council.

16. **COVENANTS, REPRESENTATIONS AND WARRANTIES OF BUYER.** Buyer covenants, represents and warrants to the Seller as to the following matters, each of which is so warranted to be true and correct as of the Effective Date and also on the date of Closing:

A. **Duly Organized.** The Buyer is duly organized and capable of entering into and fulfilling this Contract.

B. **No Breach.** Execution and fulfillment of this Contract by the Buyer will not create a breach of or conflict with any other agreement that Buyer is a party to.

C. **Pending and Threatened Litigation.** To the Buyer's best knowledge, no pending or threatened litigation exists which if determined adversely would impact this Contract.

D. **No Representations**. Except as provided in this Contract, the Buyer has not relied on any representation, statement, or warranty of the Seller in connection with this Contract and the acquisition of the Property.

E. **Not a Prohibited Person.** Buyer, Buyer's investors, Buyer's officers and Buyer's affiliates are not a Prohibited Person (as defined below).

F. **No Money Laundering.** The funds or other assets Buyer will transfer to Seller under this Contract are not the proceeds of specified unlawful activity as defined by 18 U.S.C. § 1956(c)(7)

17. **DEFAULT AND CONDITIONS PRECEDENT TO CLOSING**.

A. This Contract is conditioned on the following matters (collectively, the "**Conditions Precedent**"):

i. fee simple title to the Property is shown to be good and marketable, subject only to the Permitted Exceptions;

ii. the covenants, representations and warranties of the Seller contained in Section 16 are true and accurate on the date of Closing or waived by Buyer in writing before the date of Closing;

iii. Any and all leases encumbering the Property shall have been terminated, and any and all parties in possession of the Property shall have vacated the same.

B. **Seller's Default.** If, before the date of Closing, the Buyer becomes aware of any breach of this Contract by the Seller, and the Buyer has not breached this Contract, then the Buyer's sole and exclusive remedy for such breach shall be either to (1) bring an action for specific performance to enforce the terms of this Contract or (2) terminate this Contract and receive a full refund of the Earnest Money.

C. **Buyer's Default.** If, before the date of Closing, the Seller shall become aware of any breach of this Contract by the Buyer, and Buyer fails to cure such default within ten (10) business days following receipt of written notice from Seller, then Seller's sole remedy shall be to terminate the Contract and retain the Earnest Money as liquidated damages. The Parties acknowledge that Seller's actual damages in the event that any uncured default by Buyer occurs hereunder would be extremely difficult or impracticable to determine. Therefore, the Parties acknowledge that the liquidated damages set forth above have been agreed upon, after negotiation, as the Parties' reasonable estimate of Seller's damages and as Seller's sole and exclusive remedy against Buyer in the event that Buyer defaults under this Contract and fails to cure such default within ten (10) business days following receipt of written notice from Seller.

18. **BINDING EFFECT**. This Contract shall inure to the benefit of and shall be binding upon the managers, members, owners, and/or successors-in-interest of any kind whatsoever of the Parties hereto. The Buyer has the right to assign this Contract to an entity controlled and managed by the Buyer; provided, however, that any assignee of the Buyer shall be jointly and severally liable with the Buyer for all the obligations and responsibilities of the Buyer under this Contract. Should Buyer choose to assign

the Contract within the requirements of this Section 18, Buyer must provide written notice to Seller, including a copy of the assignment, no later than five (5) business days prior to the Closing.

19. **BROKERAGE**. Both Parties represent and warrant that they have not worked with nor employed any real estate broker, finder or consultant in conjunction with the transaction contemplated herein.

20. **NOTICES.** Any and all notices, demands, consents and approvals required under this Contract shall be sent and deemed received: (A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or (B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as FedEx or UPS) for guaranteed next business day delivery, or (C) by email transmission on the day of transmission if sent before 5:00 P.M. Chicago time on a business day, with the sender retaining a copy of the confirmation of transmission, and if sent after 5:00 P.M. Chicago time then on the next business day, or (D) by personal delivery on the day of delivery. All notices shall be sent to the Parties as follows:

To Seller:	City of Prospect Heights 8 North Elmhurst Road Prospect Heights, IL 60070 Attn: City Administrator Email: jwade@prospect-heights.org
With a copy to:	Tressler LLP 223 South Wacker Drive, 22nd Floor Chicago, IL 60606 Attn: Kevin Kearney & John O'Driscoll Email: kkearney@tresslerllp.com; jodriscoll@tresslerllp.com
To Buyer:	MBA Investment Group, Inc. 9 E. Camp McDonald Road Prospect Heights, IL 60070 Email: mantonik@aol.com
With a copy to:	Richard A. Hirschenbein, Esq. 7742 W. Higgins Road, Suite C-102 Chicago, IL 60631 Email: rahirschlaw@gmail.com

Either Party hereto may change the name(s) and address(es) of the designee to whom notice shall be sent by giving written notice of such change to the other Party hereto in the same manner as all other notices are required to be delivered hereunder. For the sake of clarification, all notices, demands, consents and approvals may be sent by Buyer's attorney or by Seller's attorney, on Buyer's or Seller's behalf, as applicable, and such notices sent by Buyer's attorney or Seller's attorney, as applicable, shall be effective notices as if sent by Buyer or Seller, as applicable.

21. **MISCELLANEOUS.**

A. **Time is of the Essence.** The Parties agree that time is of the essence throughout the term of this Contract and every provision hereof. If any date for performance of any of the

terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

B. **Interpretation.** This Contract provides for the purchase and sale of property located in the State of Illinois, and is to be performed within the State of Illinois. Accordingly, this Contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.

C. **Section Headings.** The headings contained in this Contract are for convenience only and shall in no way enlarge or limit the scope or meaning of the various provisions herein.

D. **Singular and Plural.** Whenever used in this Contract, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

E. **Litigation.** The Parties agree that, for the purpose of any litigation related to this Contract and its enforcement, venue shall be in the State Circuit Court of Cook County, Illinois. Further, the prevailing Party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' and paralegals' fees as a result thereof from the non-prevailing Party.

F. **No Recording.** Buyer may not record this Contract or any memorandum thereof against the Property, and any such recording by shall be deemed to be a default by Buyer hereunder.

G. **Savings Clause.** If any of the provisions of this Contract, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Contract shall not be affected thereby, and every other provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

H. **Counterparts.** This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Electronic or facsimile signatures to this Contract shall be deemed sufficient for execution so long as original signatures are delivered to the other party hereto promptly thereafter.

I. **Buyer is Not Disqualified.** The persons signing this Contract on behalf of the Buyer ("**Buyer's Signatories**") swear and affirm hereby that to their actual knowledge, the Buyer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless: (a) the Buyer is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax; or (b) the Buyer has contracted with the Department of Revenue for the payment of all such taxes that are due and is in compliance with that contract.

J. **Prohibited Person.** As used in this Contract, the term "Prohibited Person" means any of the following: (a) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the "**Executive Order**"); (b) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a person or entity that is

named as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") at its official website, http://www.treas.gov/offices/enforcement/ofac; (d) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (e) a person or entity that is affiliated with any person or entity identified in clause (a), (b), (c) and/or (d) above.

22. CONTRACT MODIFICATION. This Contract and the Exhibits attached hereto and made a part hereof embody the entire understanding between the Parties with respect to the Property. This Contract supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal, regarding the Parties and the Property. No extensions, modifications or amendments to this Contract, of any kind whatsoever, shall be made or claimed unless the same is signed by both Parties and dated later than the Effective Date.

23. EXHIBITS. The following Exhibits are attached hereto and made a part hereof by reference:

Exhibit A Legal Description of the Property

Exhibit B Due Diligence Documents

Exhibit C The Personal Guaranty of Margaret Antonik

24. NO WAIVER OF TORT IMMUNITY. Nothing contained in this Contract shall constitute a waiver by the Seller of any right, privilege or defense to which Seller is entitled under statutory or common law, including but not limited to the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq*.

25. PERSONAL GUARANTEE. This Real Estate Purchase and Sales Contract is contingent upon Margaret Antonik (the "Guarantor") executing the Personal Guarantee attached hereto and made a part hereof as Exhibit C. Both parties to this Contract acknowledge that Seller would not enter into this Contract but for the Guarantor's execution of the Personal Guarantee which is part of the consideration for the Seller entering into this Contract. Guarantor agrees to comply with all reasonable requests by Seller for financial disclosures related to the Personal Guarantee. This Section 25 shall survive the Closing for an indefinite period.

remainder of this page left blank

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the Effective Date.

SELLER:	**BUYER:**
CITY OF PROSPECT HEIGHTS, an Illinois non-home rule municipal corporation	**MBA INVESTMENT GROUP, INC.,** an Illinois corporation
_____	_____
BY: Nicholas J. Helmer, Mayor	BY: Margaret Antonik, President

Exhibit A

Legal Description of the Property

LEGAL DESCRIPTION:

LOT IN BLOCK 1 IN SMITH AND DAWSON'S 7TH ADDITION TO THE COUNTY OF CLUB ACRES PROSPECT HEIGHTS, ILLINOIS. A SUBDIVISION OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 03-27-202-001
COMMON ADDRESS: 11 East Camp McDonald Road, Prospect Heights, IL 60070

Exhibit B

Due Diligence Documents

1. All surveys in Seller's possession;
2. All environmental reports in Seller's possession, including, but not limited to, any Phase I or Phase II reports;
3. All service contracts associated with the Property, including, but not limited to, waste removal, janitorial services, management agreement and the like;
4. All communications, letters, complaints or other correspondence from any governmental authority regarding any zoning, building or environmental violation or issue;
5. All engineering reports and architectural reports in Seller's possession for any building on the Property;
6. All title reports in Seller's possession, including all title exception documents in Seller's possession;
7. Any leases in Seller's possession;
8. Structural Engineering Report; and
9. Any engineering reports on the retention pond.

Exhibit C

Personal Guaranty

This Personal Guaranty is made and signed on the _____day of _____, 2019 by Margaret Antonik (the "Guarantor") to and in favor of the City of Prospect Heights, an Illinois Municipal Corporation (the "Seller"). The Real Estate Purchase and Sales Contract for the sale of the parcel of land commonly known as 11 East Camp McDonald road is legally described in Exhibit A to said Contract. The Contract is between the Seller and MBA Investment Group, Inc. an Illinois corporation (the "Buyer") WHEREAS, the Buyer wished to buy the Property on the terms and conditions of that particular Contract executed between the Buyer and the City, dated _____, 2019, the Contract being incorporated herein by reference.

WHEREAS, the Seller has required Guarantor to execute this Guaranty ("Guaranty") as a condition to Seller's entering into the Contract with Buyer and the Seller would not enter into the Contract if this Guaranty was not executed; and; and

WHEREAS, the Guarantor will derive direct or indirect benefit from Seller's entering into the Contract with Buyer.

NOW, THEREFORE, in order to induce the Seller in enter into the Contract and for other good and valuable consideration, the undersigned Guarantor agrees as follows:

1. Margaret Antonik (the "Guarantor") hereby absolutely, unconditionally, and irrevocably guarantees all obligations of Buyer to Seller pursuant to the Contract.
2. The death or incompetence of Margaret Antonik shall not revoke this Guarantee.
3. Margaret Antonik waives presentment, demand for payment, and notice of dishonor or nonpayment. Seller shall not be required to first resort for payment of obligations of the Buyer to any other persons or their properties, or first to enforce, realize upon r exhaust any collateral or security for any of the obligations, before enforcing this Guaranty.
4. The liability of Guarantor under this Guaranty is not waived, released , discharged, impaired or affected by (a) any waiver or failure to enforce or delay in enforcing any of the obligations of this Guaranty, (b) extending time frames to the Guarantor, (c) any merger, reorganization, release, or discharge of the Guarantor in any voluntary or involuntary receivership, bankruptcy or creditor's proceedings.
5. Guarantor's liability is not released by any modification or amendment to the Contract.
6. Guarantor promises prompt payment of Seller's reasonable attorneys' fees, costs, and expenses incurred in collecting or attempting to collect on this Guaranty, whether or not litigation was utilized or completed. All of the Seller's rights and remedies under this Guaranty are cumulative and may be exercised singly or concurrently
7. This Guaranty remains in full force and effect until all the obligations have been paid or performed to the reasonable satisfaction of Seller.
8. This Guaranty may not be changed, modified, discharged, or terminated orally or in any manner other than by a written agreement by the Guarantor and Seller.
9. All terms, agreements, and conditions of this Guaranty extend to and are binding on Guarantor, the Guarantor's heirs, executors, personal administrators, and/or successors, and assigns of Guarantor.

10. This Guaranty is entered into in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of where the Property is located.
11. If any provision of this Guaranty or the application thereof to any person or circumstances shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Guaranty and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law. This Guaranty shall be construed without regard to any presumption or other rule requiring construction against the party causing this Guaranty to be drafted.

IN WITNESS WHEREOF. This Guaranty is executed and delivered on the date set for above.

GUARANTOR

_____
Margaret Antonik

SELLER

_____
City of Prospect Heights

Notary Public

Margaret Antonik appeared before me this ____day of _____, 2019

_____
Notary Public. My Commission Expires _____

Notary Public

_____appeared before me this ____day of _____, 2019

_____
Notary Public. My Commission Expires _____

4840-8968-0792, v. 1

To: Mayor Helmer and Members of the City Council

From: Joe Wade, City Administrator

Subject: Request from Gene's Towing for Appeal/Reconsideration of Request for Proposal Award of Police Towing Services Contract, Authorized by City Council at

Date: May 7, 2019

Background

Last year, the City of Prospect Heights solicited competitive request for proposals for police towing services. This RFP covers vehicle accident tows and administrative tows (vehicle towing and impoundment due to arrest of driver for various violations). The City averages approximately 120 vehicle accident tows and 100 administrative tows annually.

The Request for Proposal established evaluation criteria such as: vehicles, equipment and supplies; storage facility; vehicle release provisions; service availability and response; and schedule of prices for a variety of towing services.

Prior to this formalized request for proposal process, the City authorized towing services in a non-competitive, less regulated and formalized manner. Towing services were divided among area service providers and the pricing structure of towing services was at the discretion of each towing company. Three towing services had been used for different purposes and geographical areas, which could be confusing for citizens, officers, dispatchers and even the towing companies. Additionally, it had been expressed to Chief Steffen that the shared-service arrangement was not satisfactory to the appellant towing company.

On May 25, 2018, the attached request for proposal was released and an invitation was made for qualified vendors to submit proposals for Police Towing Service, Vehicle Relocation and Vehicle Storage. Bids were due to the Police Department on June 22, 2016 and three vendors responded.

Chief Steffen and Police staff evaluated the proposals and advised Council of the recommendation of Hillside Towing at the July 9, 2018 Council meeting. The Chief's recommendation was to award a one-year term to Hillside Towing (note: The RFP provided for the City to enter into a one (1) year contract with a possible two (2) year extensions from the date of award). The matter was formally approved by Council at the July 23, 2018 meeting (minutes of these meetings are attached).

Gene's Village Towing sent the attached letter of appeal to Mayor Helmer, March 8, 2019, requesting appeal of the RFP award, with subsequent award of the contract to them. The letter cited the Company's reasoning for their appeal, including loss of sales tax revenue to the City, local preference of contract and the company's support for and participation in local events.

On April 19, ownership representatives of Gene's Towing met with Mayor Helmer, Chief Zawlocki and the City Administrator to present their appeal. As the RFP was formally awarded by Council, an appeal/reversal must also be made by Council. Consequently, this appeal/request for award of contract is scheduled for the May 13 Council meeting.

Analysis

Chief Steffen's recommendation was made with the concurrence of the City Administrator. The intention of the RFP process was to provide for competitive responses, After the meeting of appeal, Chief Zawlocki met with Police staff to evaluate the services provided by Hillside Towing. The Police staff expressed satisfaction with Hillside's performance.

The appeal asks consideration of local preference factors to counter the award of the service based upon price.

Gene's
VILLAGE TOWING

871 E Palatine Rd.
Prospect Heights, IL 60070
Office: 847-537-9693
Fax: 847-520-3165

March 8, 2019

Mayor Nick Helmer
City of Prospect Heights
8 N. Elmhurst Road
Prospect Heights, IL 60070

Dear Mayor Helmer:

Gene's Village Towing has shared a portion of city towing for six to seven years, without a complaint. In June of 2018, Prospect Heights decided to change to a single tow contract. In July of 2018, the contract went out to bid. Hillside Towing and Gene's Village Towing were neck and neck on pricing. In August of 2018, Hillside was awarded the contract due to misinformation they presented, as well as a lower bid by a few dollars. The contract clearly states the city has the right to accept the bid proposal that is in the city's sole judgement, the best and most favorable to the interest of the city and the public. It also states the city has the right to reject the lowest bidder.

My question is, why would they award a contract to a business outside the city, when we constantly hear that the city wants to keep business and tax dollars in the city? Gene's Village Towing has a large building and tow yard and pays a lot of real estate taxes in Prospect Heights. Also, since August, tax revenue lost to the city is based on $149,000, due to body shop and mechanical repairs directly derived from Gene's and Prospect Heights tow contract. Gene's also employs 13 people with families that spend money in the city. For many years, Gene's has contributed cars and use of our tow yard for three-day training sessions for the Prospect Heights Fire Department. Gene's has donated generously for bands and fireworks for the 4th of July parade and Run the Runway events since its inception. Gene's has participated in the 4th of July parade every year. Family members, owners, and employees have not only run in the event, but also contributed their time to parade celebrations.

Please note, none of these actions have ever been received from Hillside Towing, even though we shared the contract with them for many years. Ultimately, they were still awarded the contract. My question is why?

Sincerely,

Joseph D. Pascucci, Jr.
President
Gene's Village Towing

HEIGHTS BODY & MOTOR

WITH P.H. CONTRACT		*WITHOUT P.H. CONTRACT*		
2017-18	**Amount**	**2018-19**	**Amount**	**Difference**
August	$62,654.29	August	$61,630.33	-$1,023.96
September	$56,199.27	September	$49,805.93	-$6,393.34
October	$64,892.02	October	$49,070.89	-$15,821.13
November	$105,625.52	November	$51,450.86	-$54,174.66
December	$54,306.17	December	$50,667.66	-$3,638.51
January	$54,231.86	January	$53,041.56	-$1,190.30
February	$80,194.23	February	$69,071.36	-$11,122.87
March	$91,343.37	March	$68,132.56	-$23,210.81
April	$62,056.75	April	*$26,522.92*	-$35,533.83
May	$73,203.12	May		
June	$82,836.57	June		
July	$46,205.09	July		
Total	**$833,748.26**	**Total**	**$479,394.07**	**-$152,109.41**

GENE'S P.H. TOWS TOTAL	
2017	$40,697.85
2018	$17,325.00

THE REGULAR WORKSHOP MEETING MINUTES
OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS
HELD ON MONDAY, JULY 9, 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

CALL TO ORDER – At 6:32 PM, Mayor Nicholas J. Helmer called to order the July 9, 2018 Regular City Council Workshop at 8 N. Elmhurst Road, Prospect Heights, IL 60070.

ROLL CALL FOR QUORUM – City Clerk Morgan-Adams called roll. There was a quorum present.
ELECTED OFFICIALS PRESENT – Mayor Helmer, Treasurer Tibbits, City Clerk Morgan-Adams Aldermen – Williamson, Dolick Rosenthal, Ludvigsen
ABSENT – Alderman Messer (by prior notification)
OTHER OFFICIALS PRESENT – City Administrator Wade, Assistant to the City Administrator Falcone, Police Chief Steffen, Digital Communications Technician Colvin, City Attorney Kearney, Director of Building and Development Peterson, Public Works Superintendent Roscoe, Deputy Clerk Schultheis and Finance Director DuCharme.

PLEDGE OF ALLEGIANCE - Audience Participation – led by Mr. George Nixon

INVOCATION – Rajinder Singh Mago – Sikh Religious Society

APPROVAL OF MINUTES
A.June 25, 2018 City Council Regular Meeting Minutes
B.June 25, 2018 City Council Regular Meeting Executive Session Minutes (***Not for public release***)
C.June 27, 2018 Chicago Executive Airport Joint Workshop Minutes
D.June 11, 2018 City Council Workshop Executive Session Minutes (***Not for public release***)
Alderman Rosenthal called for omnibus approval of June 25, 2018 City Council Regular Meeting Minutes; June 25, 2018 City Council Regular Meeting Executive Session Minutes (*Not for public release;* June 27, 2018 Chicago Executive Airport Joint Workshop Minutes; June 11, 2018 City Council Workshop

Executive Session Minutes (*Not for public release*); seconded by Alderman Dolick.
VOICE VOTE: All Ayes, No Nays

Motion carried 4 – 0; Alderman Messer absent

PRESENTATIONS - None

APPOINTMENTS/CONFIRMATIONS AND PROCLAMATIONS - None

CITIZEN CONCERNS AND COMMENTS (agenda matters)
Bree Higgins – said that she was speaking regarding the trucking issues on the east side of the City. She said that the possibility of a 24-7 trucking company on Piper Lane would be a problem for all of the residents on the east side. She noted that the east side of Prospect Heights brings a substantial amount of money for the City, and that the City should show more respect for the residents there.

STAFF, ELECTED OFFICIALS, and COMMISSION REPORTS
Finance Director DuCharme – said that the 2017-18 vehicle stickers – sent out 1500 stickers for unpaid vehicle stickers. $48,000 has been collected. Two hundred tickets have been voided. Two hundred and one have been returned in the mail. There were 856 – no responses. These will be sent to collection.
When asked how this compared to previous years, Finance Director DuCharme stated that there was sporadic collection in past years due to issues with unpaid fees.
It was noted by the City Administrator that two letters were sent to delinquent residents before the tickets were sent. – **No action was taken.**

Director of Building and Development – Stated that there is a high grass ordinance in effect, and that residents are required to maintain their yards and right-of-ways. – **No action was taken.**

Police Chief Steffen – Discussed the Police Towing contract. He said that in the past, the Police utilized all three services, but this led to some confusion. There was an RFP invitation for bid for Police Towing Services sent out on May 25, 2018. The bids were unsealed on June 26, 2018 with witnesses present. It was noted that all three towing companies submitted a bid – Gene's, Fries, and Hillside. Hillside was the clear low bidder. It was noted that a contract would need to be constructed. It will be a one year contract with an option for two more years.
The consensus of the Council is to move forward with contract with Hillside.
It was noted by Council that it is normal for municipalities to engage tow companies even if the cost is borne by another party. It was also noted that the contact would have a clause prioritizing response time.
Police Chief Steffen said that the Police Department can sever ties with Hillside at will.

Aldermen Williamson, Rosenthal and Dolick, Treasurer Tibbits and Mayor Helmer – praised the Fourth of July festivities including Run the Runway, Rock the Runway and the Fourth of July Parade.

DISCUSSION TOPICS FOR WORKSHOP MEETING:

A. Home Rule Discussion – the Mayor circulated a memo on Home Rule. He said that he had met with a Home Rule professional consultant. It was noted that the City lost upwards of $750,000 per year for the flooding and drainage issues by not being Home Rule.

There was discussion regarding the merits of a third party consultant, as well as discussion regarding the ability to expedite the education process so that the referendum can be placed on the November ballot. It was noted that the deadline to place the Referendum on the ballot is August 20.

It was noted by Counsel that the City may not spend money to advocate, only to educate. No City Staff or resources may be spent in dollars or time to advocate a position.

It was noted that there was still a great deal of information from the time that Home Rule was put on the ballot in 2012. It was also pointed out that in the past, each time Home Rule was put on the ballot it garnered a greater percentage of votes.

Treasurer Tibbits read into the record a letter regarding Home Rule noting that revenues can be increased without raising taxes; and that Home Rule is a proactive way that voters can help the community.

There was a consensus to have a special meeting in the next ten days.

B. Organization and Operation of City Council – **Tabled.**

C. City Investments – Alderman Rosenthal said that he would like the Council to be able to review regular reports from the City and the Police Pension Fund. It was noted that the City needed to see measure of performance, understand the statutory and legal parameters, and see what benchmarking was used.

Action Item is to have the Investment Manager from the Police Pension Board and Finance Director DuCharme give updates at a future Workshop.

CONSENT AGENDA - None

OLD BUSINESS

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

NEW BUSINESS

A. O-18-25 Staff Memo and Ordinance Granting a Special Use Permit for 411 N. Wheeling Road for an Electric Message Center Sign (***1st Reading***) (***Request from Petitioner to Waive 1st Reading***) – **Alderman Rosenthal moved to waive first reading of O-18-25 - the Ordinance Granting a Special Use Permit for 411 N. Wheeling Road for an Electric Message Center Sign; seconded by Alderman Dolick.**

ROLL CALL VOTE:	AYES -	Rosenthal, Williamson, Ludvigsen, Dolick
	NAYS -	NONE
	ABSENT -	Messer

Motion carried 4 – 0, one absent

Alderman Ludvigsen moved to approve O-18-25 - the Ordinance Granting a Special Use Permit for 411 N. Wheeling Road for an Electric Message Center Sign; seconded by Alderman Dolick.

ROLL CALL VOTE:	AYES -	Rosenthal, Williamson, Ludvigsen, Dolick
	NAYS -	NONE
	ABSENT -	Messer

Motion carried 4 – 0, one absent

B. O-18-26 Staff Memo and Ordinance Amending an Existing Special Use Permit for a Drive-Through Restaurant at 1200 N. Milwaukee Avenue (***1st Reading***) – City Administrator Wade said that there was a request for an additional Drive Thru lane and Menu Board in order to expedite service. In the audience was Joe Kirschner, representing McDonald's.
Director of Building and Development Peterson said that the Drive Thru and menu sign did not alter parking (which would remain code compliant. He said that the Code Amendment would be effective city-wide, allowing for a second menu. – **No action was taken.**

C. R-18-15 Staff Memo and Resolution Authorizing the Transfer of $300,000 from the Tourism District Fund to the General Fund for Apple Drive and Winkleman Road Repairs – City Administrator Wade said that this item was discussed previously in the Budget Meeting and at the Tourism District Board Meeting, and was recommended to proceed. – **Alderman Ludvigsen moved to approve R-18-15 Resolution Authorizing the Transfer of $300,000 from the Tourism District Fund to the General Fund for Apple Drive and Winkleman Road; seconded by Alderman Dolick.**

ROLL CALL VOTE:	AYES -	Rosenthal, Williamson, Ludvigsen, Dolick
	NAYS -	NONE
	ABSENT -	Messer

Motion carried 4 – 0, one absent

APPROVAL OF WARRANTS
A. Approval of Expenditures

General Fund	$60,926.47
Motor Fuel Tax Fund	$785.22
Palatine/Milwaukee Tax Increment Financing District	$0.00
Tourism District	$0.00
Development Fund	$0.00

Drug Enforcement Agency Fund	$0.00
Solid Waste Fund	$0.00
Special Service Area #1	$0.00
Special Service Area #2	$0.00
Special Service Area #3	$0.00
Special Service Area #4	$0.00
Special Service Area #5	$209.30
Special Service Area #8 – Levee Wall #37	$218.33
Special Service Area-Constr #6 (Water Main)	$0.00
Special Service Area- Debt #6	$0.00
Capital Improvements	$20,640.00
Road Construction	$0.00
Road Construction Debt	$550.00
Water Fund	$7,653.96
Parking Fund	$448.56
Sanitary Sewer Fund	$5,286.85
Road/Building Bond Escrow	$0.00
Police Pension	$0.00
TOTAL	**$96,718.69**
Wire Payments	
7/6/2018 PAYROLL POSTING	**$153,424.64**
JUNE ILLINOIS MUNICIPAL RETIREMENT FUND	**$18,893.79**
TOTAL WARRANT	**$269,037.12**

City Clerk Morgan-Adams read the warrants.
Alderman Rosenthal moved to approve the warrants as presented; seconded by Alderman Dolick to include a TOTAL of $96,718.69; 7/6/2018 PAYROLL POSTING

of $153,424.64; JUNE ILLINOIS MUNICIPAL RETIREMENT FUND of $18,893.79; and a TOTAL WARRANT of $269,037.12.

ROLL CALL VOTE: AYES - Dolick, Williamson, Ludvigsen, Rosenthal
NAYS - NONE
ABSENT - Messer

Motion carried 4 – 0, one absent

RESIDENT COMMENTS (Non-agenda matters) - NONE

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

ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED

ADJOURNMENT – At 7:40 PM, Alderman Rosenthal moved to end Open Session and go into Executive Session to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees and the sale or lease of property owned by public body; seconded by Alderman Ludvigsen.

ROLL CALL VOTE: AYES - Ludvigsen, Williamson, Dolick, Rosenthal
NAYS - NONE
ABSENT - Messer

Motion carried 4 – 0, one absent

Approved by the Prospect Heights City Council on this the 23rd of July, 2018.

City Clerk Morgan-Adams

Mayor Nicholas J. Helmer

THE REGULAR COUNCIL MEETING MINUTES
OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS
HELD ON TUESDAY, JULY 23, 2018 AT 6:30 P.M.

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

CALL TO ORDER – At 6:35 PM, Mayor Nicholas J. Helmer called to order the July 23, 2018 City Council Regular Meeting at 8 North Elmhurst Road, Prospect Heights, IL 60070.

ROLL CALL FOR QUORUM – City Clerk Morgan-Adams read the roll. A quorum was present.
ELECTED OFFICIALS PRESENT – Mayor Helmer, Treasurer Tibbits, City Clerk Morgan-Adams
Aldermen – Williamson, Ludvigsen, Rosenthal, Messer, Dolick
ABSENT – None
OTHER OFFICIALS PRESENT – Police Chief Steffen, City Administrator Wade, Assistant to the City Administrator Falcone, Director of Building and Development Peterson, Assistant Finance Director Graefen, Public Works Superintendent Roscoe; Deputy Clerk Schultheis, and City Attorney Kearney.

PLEDGE OF ALLEGIANCE – Led by Audience Member – led by Deputy Police Chief Zawlocki

Police Chief Steffen gave a brief invocation in honor of the first responders, the victims, the community and the surrounding communities in the wake of the tragic fire.

APPROVAL OF MINUTES

A. July 9, 2018 Regular Workshop Meeting Minutes
B. July 16, 2018 Special Meeting Minutes
C. July 16, 2018 Special Meeting Executive Session Minutes ***(not for public release)*** –

Alderman Messer moved for omnibus approval of the July 9, 2018 Regular Workshop Meeting Minutes, July 16, 2018 Special Meeting Minutes, and July 16, 2018 Special Meeting Executive Session Minutes *(not for public release);* seconded by Alderman Rosenthal. There was unanimous approval.
VOICE VOTE: All Ayes, No Nays

Motion carried 5 - 0

PRESENTATION
A.Natural Resources Commission Presentation on Improving Public Access and Enjoyment of Hillcrest Lake and Slough – Natural Resources Commissioner Sievertson gave a presentation regarding the plan for improving access to the Slough and Hillcrest Lake. He said that the NRC was also seeking to restore the habitat, improve the watershed, ensure ecological procedures and create a plan.

It was noted that plants by the shore line are kept low so that residents have a view of the water. Over the last few years, 30,000 plugs from the Greenhouse have been planted. Native plants have increased 800% and there have been several prescribed burns. Ridding the grounds of the invasive species and increasing native species has brought back the egrets and the herons, and the frog population has become robust by getting rid of amphibian-harmful buckthorn.
NRC made several recommendations including repairing the buffers, removing invasives, adding shorter plants to the shorelines, adding boardwalks and benches and garbage receptacles, and solar lights, as well as interactive signage.
Funding would come from – NRC provided native seeds grown in greenhouses, NRC volunteers, Scout Troops working on Eagle badges; grants and Park and City budgeting money. Public Works would also provide mowing and cutting services.
NRC would need budget for interns, supplies, maintenance. The Boardwalk would need to be made of replaceable sections for maintenance
Alderman Rosenthal moved to accept the report regarding the Slough and Hillcrest Lake as presented; seconded by Alderman Dolick. There was unanimous approval.
VOICE VOTE: All Ayes, No Nays

Motion carried 5 - 0

City Administrator Wade said that the Staff is coordinating a presentation with MWRD. Community meetings will be set up. First the City, the County and MWRD must agree that the project is to be started.

Seth from the NRC said that Commission is seeking approval to approach the MWRD about their plan to alleviate the flooding. They believe that the City should have some say in the final plan of the MWRD, although they agree that the flooding should be addressed.

It was noted by the Council needs to speak with Building and Development to make certain that all of the implications are understood. – **No action was taken.**

APPOINTMENTS/CONFIRMATIONS AND PROCLAMATIONS
A. Recognition of Retiring Police Sergeant Jerry Coglianese – Police Chief Steffen read the Proclamation for retiring officer Coglianese.

B. Promotion of Corporal William Caponigro to Sergeant of the Prospect Heights Police Department – Mayor Helmer administered the Oath of Office after Police Chief Steffen gave background on Sergeant Caponigro's tenure in the Police Department.

PUBLIC COMMENT (agenda matters) - None

STAFF, ELECTED OFFICIALS, and COMMISSION REPORTS
All Aldermen thanked the first responders, Public Works, the Police Department and Fire District and Staff. Mayor Helmer added that he was impressed with the neighboring communities and people far away that came to assist in the relief effort. He also noted that there were no fatalities or injuries. It was noted by all, with gratitude, the immediate and professional assistance of the Red Cross.

Director of Building and Development Peterson said that families faced the tragedy with dignity in the face of adversity. He added that the Hilton, Crowne Plaza and Ramada offered to take in 96

families if needed; and stores gave donations to clothe and feed victims. He said that there was an Inspection and Assessment and families were allowed to search their apartments.
Police Chief Steffen – Said that the operational period is ongoing. He noted that the Illinois law Enforcement Alarm System was sounded alerting all Illinois areas to send assistance to the scene. He noted that the Police Department was supplying social workers who are multi-lingual. He noted that the Emergency Plan to assist victims in a crisis had worked as planned.
Public Works Superintendent Roscoe – said that there was a lot of work done behind the scenes by Public Works, such as debris pick up. They also helped escort residents into the building to inspect their apartments. Public Works also assisted in the transportation of truckloads of donations.
City Clerk Morgan-Adams – also thanked the Rotary Club for their donations.
Assistant to the City Administrator Falcone – said that the Staff has acted as the "switchboard" for the relief process – handling phone calls and updating concerned citizens as to the latest in donation needs and drop off areas, as well as fielding questions from victims.
Mayor Helmer – Said that he is facilitating Post Office pick up from Mount Prospect to Prospect Heights for the convenience of the affected residents.

Non – Fire related reports:
Alderman Dolick – announced that there will be a third Outreach event for local-area children.
Director of Building and Development Peterson – Discussed Plaza Drive and repair. He noted that this area is within the TIF district. He requested direction from the Council as to whether the City should handle the repairs and have the property owners reimburse the City for their part of the road or have each property owner take care of their portion first and the City only repair the portion that the City owns. The City still needs to get specs, and the intention is that once the repairs have been made, the property owners will vacate the area and deed it to the City. Director Peterson said that the road repair needs to be done this year. It was also noted that all of the repairs are to be made to City specifications. **Alderman Rosenthal moved to direct Staff to prepare the necessary bid documentation to have the City conduct the Road Program for Plaza Drive with reimbursement from the property owners; seconded by Alderman Williamson. There was unanimous approval.**

ROLL CALL VOTE:	AYES –	Williamson, Dolick, Rosenthal, Messer, Ludvigsen
	NAYS –	None
	ABSENT -	None

Motion carried 5 – 0

A. Chicago Executive Airport Report Presented by Director William Kearns – CEA Representative Kearns said that the Customs Facility location had been narrowed down to Hangar 4 but the cost was prohibitive at $2.7 million; so they will do more engineering so that they can give more direction to their design team.
- He noted that the Collins Foundation – war aircraft will be brought in. It will be staged behind the Ramada. Tours and flights will be on the website.
- the CEA donated gift cards and clothing and help with drone coverage of the fire area.
- the implementation of Phase III of the master plan.

Director Peterson thanked the CEA Staff and maintenance for their assistance.

B. June Treasurer's Report Presented by Assistant Finance Director Cheri Graefen – was available to respond to questions regarding the Treasurers Report.

C. Pending Sale of Greenbrier to Pathways and City Review and Approval Procedures – Discussion followed – **No action was taken.**

CONSENT AGENDA

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

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

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

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

Alderman Rosenthal moved for omnibus approval of Consent Agenda Items R-18-16 Resolution Authorizing Refinancing of Special Service Area #6 Bonds and Acceptance of Engagement Letter from Bernardi Securities, to Serve as Underwriter, R-18-17 Resolution Authorizing Agreement with Hillside Towing Services for Police Towing Services, R-18-18 Resolution Authorizing the Chicago Executive Airport Manager to Execute a Real Estate Contract for Purchase of 206 Industrial Lane, and O-18-26 Ordinance Amending an Existing Special Use Permit for a Drive-Through Restaurant at 1200 N. Milwaukee Avenue; seconded by Alderman Messer. There was unanimous approval.

ROLL CALL VOTE:	AYES –	Williamson, Dolick, Rosenthal, Messer, Ludvigsen
	NAYS –	None
	ABSENT -	None

Motion carried 5 – 0

OLD BUSINESS

A. R-18-19 Discussion of Home Rule Status and Consideration of Resolution Authorizing Home Rule Referendum – Attorney Kearney said that statutory forms would need to be completed in order to have the referendum on the November 6th ballot. City Clerk Morgan-Adams asked if the language could be modified after it had already been approved. City Attorney Kearney replied that the language on the Resolution would have to be used. he also noted that August 20, 2018 was the deadline for the referendum to be put on the November ballot. **Alderman Messer moved to approve R-18-19 Resolution Authorizing Home Rule Referendum; seconded by Alderman Rosenthal.**

ROLL CALL VOTE:	AYES –	Messer, Ludvigsen, Dolick, Rosenthal
	NAYS-	Williamson
	ABSENT -	None

Motion carried 4 – 1

Alderman Rosenthal asked that there be a steering committee made up of citizens from each of the five wards to educate the public on Home Rule. Mayor Helmer asked that each Alderman choose someone from their ward to be on the committee.

NEW BUSINESS

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

City Council Meeting) – It was noted that there was nothing new to report. The motion has already been tabled and will stay tabled.

B. *Request to Waive Frist Reading* O-18-27 Staff Memo and Ordinance Providing for the Regulation of and Application for Small Wireless Facilities (***1st Reading***) – **Alderman Messer moved to waive the first reading of O-18-27 Ordinance Providing for the Regulation of and Application for Small Wireless Facilities; seconded by Alderman Dolick. There was unanimous approval.**

ROLL CALL VOTE:	AYES –	Williamson, Dolick, Rosenthal, Messer, Ludvigsen
	NAYS –	None
	ABSENT -	None

Motion carried 5 – 0

C. O-18-27 Staff Memo and Ordinance Providing for the Regulation of and Application for Small Wireless Facilities (***2nd Reading***) – Director Peterson noted that in order to address small cellphone companies that want to go on the public right of way. The law has changed so the City needs to look at zoning tweaks for stealth coverage and mandatory co-location. Attorney Kearney stated that this is a hot button issue and applicable to all municipalities. This must be codified by July 31. Director Peterson noted that this does provide for some revenue from permits on a one-time basis. **Alderman Dolick moved to approve O-18-27 Ordinance Providing for the Regulation of and Application for Small Wireless Facilities; seconded by Alderman Rosenthal. There was unanimous approval.**

ROLL CALL VOTE:	AYES –	Williamson, Dolick, Rosenthal, Messer, Ludvigsen
	NAYS –	None
	ABSENT -	None

Motion carried 5 – 0

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

A. Discussion of Home Rule Status
B. Organization and Operation of City Council
C. City Investments

Alderman Ludvigsen asked that there be an update on the drainage project added.

APPROVAL OF WARRANTS

A. Approval of Expenditures

General Fund	$124,223.23
Motor Fuel Tax Fund	$0.00
Palatine/Milwaukee Tax Increment Financing District	$1,325.00
Tourism District	$1,128.57

Development Fund	$0.00
Drug Enforcement Agency Fund	$2,447.18
Solid Waste Fund	$0.00
Special Service Area #1	$0.00
Special Service Area #2	$0.00
Special Service Area #3	$0.00
Special Service Area #4	$0.00
Special Service Area #5	$746.07
Special Service Area #8 – Levee Wall #37	$0.00
Special Service Area-Constr #6 (Water Main)	$0.00
Special Service Area- Debt #6	$0.00
Capital Improvements	$88,672.47
Road Construction	$0.00
Road Construction Debt	$0.00
Water Fund	$2,217.42
Parking Fund	$312.18
Sanitary Sewer Fund	$2,964.00
Road/Building Bond Escrow	$4,552.00
Police Pension	$0.00
TOTAL	**$228,558.12**
Wire Payments	
7/20/2018 PAYROLL POSTING	**$174,129.26**
TOTAL WARRANT	**$421,581.17**

City Clerk Morgan-Adams read the warrants.
Alderman Rosenthal moved to approve the warrants as presented; seconded by Alderman Dolick to include a TOTAL of $228,558.12; 7/20/2018 PAYROLL POSTING of $174,129.26; and a TOTAL WARRANT of $421,581.17. There was unanimous approval.

ROLL CALL VOTE:	AYES –	Williamson, Dolick, Rosenthal, Messer, Ludvigsen
	NAYS –	None
	ABSENT -	None

Motion carried 5 – 0

PUBLIC COMMENT (Non-agenda matters) - NONE

EXECUTIVE SESSION - Pursuant to 5 ILCS 120/2 (c) (1) and (6) to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees and the sale or lease of property owned by public body. – **None requested.**

ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED

ADJOURNMENT – At 8:33 PM, Alderman Dolick moved to Adjourn; seconded by Alderman Messer. There was unanimous approval.
VOICE VOTE: All Ayes, No Nays

Motion carried 5 – 0

Approved by the City Council of Prospect Heights on this the 27th day of August, 2018.

City Clerk Morgan-Adams

Mayor Nicholas J. Helmer

Prospect Heights Police Department

City of Prospect Heights
14 East Camp McDonald Road, Prospect Heights Illinois, 60070
Office: 847/398-5511 FAX: 847/398-6080
www.prospect-heights.il.us

MEMORANDUM

10 accidents per month
8 admin. tows per month

Date: July 2nd, 2018

To: Joseph Wade, City Administrator

From: Al Steffen, Chief of Police

Subject: **TOWING BID RESULTS**

On May 25th 2018 we released and publicized an invitation for qualifying companies to submit a bid for a Prospect Heights Police Towing Service, Vehicle Relocation and Vehicle Storage contract. The bids were due at the police department on June 22, 2016.

As background, since 1990 the City of Prospect Heights has utilized three different firms for Police Towing services, the current matrix involves a mix of all three for different purposes and geographical areas, it is confusing for the citizens, our officers, dispatchers and even the contractors providing the service.

On June 26th, the bids which had been kept by Records Manager Bolger were unsealed;

- Three companies responded with the appropriate bid paperwork.
- They are the same three companies currently providing services to the Prospect Heights Police Department.
- Fries Automotive, Gene's Towing and Hillside. Genes and Fries both operate in Prospect Heights (Gene's as Heights Automotive).
- Gene's and Hillside provide tow services for a number of police departments and IDOT, Fries is an excellent company who has been working with the PHPD since 2009.
- Hillside of Arlington Heights was the clear low bidder;
- Staff recommends a one year contract with Hillside, provided they meet certain provisions with the possibility of two one year extensions if the terms of service are met.
- We've sought the best deal for the citizens of Prospect Heights, however the City retains the right to end the agreement at any time

Notice of Request for Proposals

Proposals will be received at:

City of Prospect Heights Police Department
8 N Elmhurst Road,
Prospect Heights,
Illinois 60070, for:

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

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

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

Bids for City of Prospect Heights, Illinois

Towing & Vehicle Storage

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

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

Dated this 22 day of May 2018.

BID PROPOSAL DOCUMENTS

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

NO WITHDRAWAL OF BIDS

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

QUALIFICATION OF BIDDERS

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

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

INSTRUCTIONS TO BIDDERS

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

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

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

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

RESERVATION OF RIGHTS

The City reserves the following rights regarding the bidding process:

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

SCHEDULE OF PRICES (cont.)

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

SCHEDULE OF PRICES (cont.)

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

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

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

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

SCHEDULE OF PRICES (cont.)

SUBCONTRACTOR LISTING

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

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

ACKNOWLEDGEMENT OF ADDENDA

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

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

CONTRACTOR SIGNATURE and CONTACT INFORMATION

_____ _____

Date Phone

_____ _____

Legal Entity E-mail

_____

(Sign here)

_____

(Print Name)

REFERENCE LIST

Contact Name: _____

Municipality/Business: _____

Dates Employed: _____ to _____

Phone Number and E-mail address: _____

Contact Name: _____

Municipality/Business: _____

Dates Employed: _____ to _____

Phone Number and E-mail address: _____

Contact Name: _____

Municipality/Business: _____

Dates Employed: _____ to _____

Phone Number and E-mail address: _____

Contact Name: _____

Municipality/Business: _____

Dates Employed: _____ to _____

Phone Number and E-mail address: _____

DESCRIPTION OF THE WORK

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

A. GENERAL INSTRUCTIONS

1. INTENT:

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

2. SCOPE:

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

3. INTERRUPTED SERVICE:

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

B. RESPONSIBILITIES OF CONTRACTOR

1. VEHICLES, EQUIPMENT AND SUPPLIES:

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

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

2. STORAGE FACILITY:

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

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

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

3. PERSONNEL:

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

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

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

4. VEHICLE RELEASE:

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

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

1. Date and time towed.

2. Location towed from.

3. Vehicle description, including license plate number and state.

4. Tow driver's name.

5. Police case number.

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

7. Date and time released.

8. Total itemized charges.

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

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

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

5. AVAILABILITY and RESPONSE

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

6. LICENSE

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

7. CITY VEHICLES

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

C. ABANDONED VEHICLES and ADMINISTRATIVE TOW FEE PROGRAM VEHICLES

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

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

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

D. EVIDENCE IMPOUNDS

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

E. INVESTIGATIVE TOWS

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

F. VEHICLE IMMOBILIZATION

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

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

G. ASSET SEIZURE:

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

H. TRIAL PERIOD:

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

I. HISTORY:

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

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

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

Prospect Heights Police Department
Vehicle Seizure Bond Payment

Date/Time of Seizure:_____ Report Number:_____ LEADS#:_____

Cancelled By CDC Operator#:_____ Location:_____

Make:_____ Model:_____ Year:_____ Color:_____

License Plate #:_____ State:_____ Month/Year:_____

Name:_____

Address:_____ City:_____ State:_____ ZIP:_____

CONDUCT PROHIBITED

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

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

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

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

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

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

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

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

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

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

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

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

ADMINISTRATIVE FEES

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

ACKNOWLEDGEMENT

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

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

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

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

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

Date:_____Time: _____

(check one) Cash_____Certified Check_____Money Order _____

Owner Signature: _____

Officer Signature:_____Badge Number: _____

TOWING & VEHICLE STORAGE CONTRACT

Towing & Vehicle Storage Contract (the "**Contract**") is entered between the City of Prospect Heights (hereinafter the "**City**" or "**Owner**"), an Illinois unit of government, and Hillside Auto Body & Service, Incorporated an [Illinois Corporation] (hereinafter the "**Contractor**") on this 1st day of August, 2018 (the "**Effective Date**"). The City and the Contractor are hereinafter sometimes collectively referred to as the "**Parties**" and individually as a "**Party**".

RECITALS

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

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

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

ARTICLE I - WORK TO BE DONE BY THE CONTRACTOR

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

ARTICLE II - CONTRACT DOCUMENTS

The following documents shall be submitted by the contractor:

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

ARTICLE III - CONTRACT AMOUNT

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

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

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

ARTICLE IV – APPLICATION FOR PAYMENT

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

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

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

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

ARTICLE V – CONTRACT TIME

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

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

ARTICLE VI – PERFORMANCE and PAYMENT BOND

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

ARTICLE VII – ACCIDENT PREVENTION

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

ARTICLE VIII – INDEMNIFICATION

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

ARTICLE IX – INSURANCE

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

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

.

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

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

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

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

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

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

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

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

ARTICLE X – CERTIFICATE OF AUTHORITY AND SURETY CERTIFICATE

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

ARTICLE XI – COPYRIGHTS AND LICENSES

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

ARTICLE XII – NOTICE

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

IF TO THE CITY:

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

8 N Elmhurst Road,
Prospect Heights,
Illinois 60070

IF TO THE CONTRACTOR:

Hillside Auto Body & Services, Inc.
120 W. University Drive
Arlington Heights, IL 60004
Cbalek@hillsidetowing.net
ATTN: Mark Balek/Colleen Balek

ARTICLE XIII – CHANGE ORDERS

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

ARTICLE XIV – NOTICE OF STARTING WORK

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

ARTICLE XV – SEQUENCE OF THE WORK

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

ARTICLE XVI – SUPERVISION

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

ARTICLE XVII – STANDARD OF WORK AND WORKERS

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

ARTICLE XVIII – CONDITIONS OF THE WORK SITE

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

ARTICLE XIX – WARRANTY PERIOD

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

ARTICLE XX – ACCIDENTS

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

ARTICLE XXI – NO ASSIGNMENT

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

ARTICLE XXII – DEFAULT

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

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

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

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

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

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

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

ARTICLE XXIII – DELAYS

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

ARTICLE XXIV – COMPLIANCE WITH LAWS

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

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

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

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

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

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

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

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

ARTICLE XXV – NO WAIVER OF RIGHTS

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

ARTICLE XXVI – CONTROLLING LAW AND VENUE

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

ARTICLE XXVII – MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

City of Prospect Heights

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

MEMORANDUM

Date: May 31, 2019

To: Mayor Helmer and City Council

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

Subject: Resolution #R-19-16 Addie's Subdivision
ZBA Case No. 19-08 Resubdivision – 303 S. Parkway

Issue: SD Enterprises, Scott DeGraf, has applied for approval of Final Plat of subdivision to create a legal lot of record for 303 S. Parkway for the purpose of constructing a new single family home.

Background: Mr. DeGraf owns the vacant property at 303 S. Parkway which is one of the parcels that make up Lot 14 in Smith & Dawson's sixth addition to Country Club Acres subdivision. According to Section 5-3-17 (E2) of the City of Prospect Heights Municipal Code, the owner is required to create a single lot of record for the property.

E. Resubdivision Into Lots Of Record: All zoning lots shall consist of a single lot of record. Zoning lots which existed prior to July 1, 2008, may continue to be used as zoning lots without the need to subdivide into a single lot of record subject to the following:

2. If the proposed construction is the demolition of an existing principal building and replacement with a new principal building or the cost of any construction or alteration to the principal building exceeds fifty percent (50%) of the assessed value of the combined land and building for that zoning lot as determined by the Cook County assessor, no permit for the alteration or construction of any building shall be issued until such time as the owner submits a plat of subdivision (which complies with title 6, "Subdivisions", of this code) in recordable form which consolidates the property into a single lot of record. (Ord. 0-08-24, 6-16-2008, eff. 6-27-2008)

The Plan Commission held a public meeting on May 23, 2019 and unanimously voted to recommend approval of the plat of resubdivision.

Recommendation: Approve Resolution No. R-19-16 Approving the Addie's Subdivision

Attached: Copy of Addie's ReSubdivision Resolution
Exhibit B: Copy of Addie's ReSubdivision Plat

Resolution No. R-19-16

A RESOLUTION APPROVING THE ADDIE'S RESUBDIVISION

Whereas, the owner of the property located at 303 S. Parkway, SD Enterprises, Scott DeGraf. (the Owner) has submitted a final plat of resubdivision for the subject property, legally described in Exhibit A; and

Whereas, the City Engineer has reviewed the final plat of resubdivision and recommended approval to the Plan/Zoning Board of Appeals;

Whereas, the Plan/Zoning Board of Appeals (PZBA) reviewed the final plat of resubdivision at the May 23, 2019 meet and recommended approval; and

Whereas, the Mayor and City Council have reviewed the recommendation of the PZBA;

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

Section 1: That the final plat of resubdivision attached hereto as Exhibit B is hereby approved.

Section 2: That this resolution and all Exhibits attached hereto shall be recorded at the Cook County Recorder of Deeds at the expense of the Owner.

Passed and approved this 10th day of June 2019.

_____

Nicholas J. Helmer, Mayor

Attest:

_____

City Clerk

Ayes:

Nays:

Absent:

Exhibit A

Addie's ReSubdivision

Creating a Single Lot of Record

THE WEST 123 FEET OF THE EAST 492 FEET OF LOT 14 IN SMITH AND DAWSON'S 6TH ADDITION TO COUNTRY CLUB ACRES, PROSPECT HEIGHTS, ILLINOIS BEING A SUBDIVISION IN THE WEST HALF OF THE NORTHWES QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 1944 AS DOCUMENT #13261439, IN COOK COUNTY, ILLINOIS.

PIN #03-22-100-039-0000

EXHIBIT B

ADDIE'S SUBDIVISION

Plat prepared by Roy G. Lawniczak

ADDIE'S RESUBDIVISION

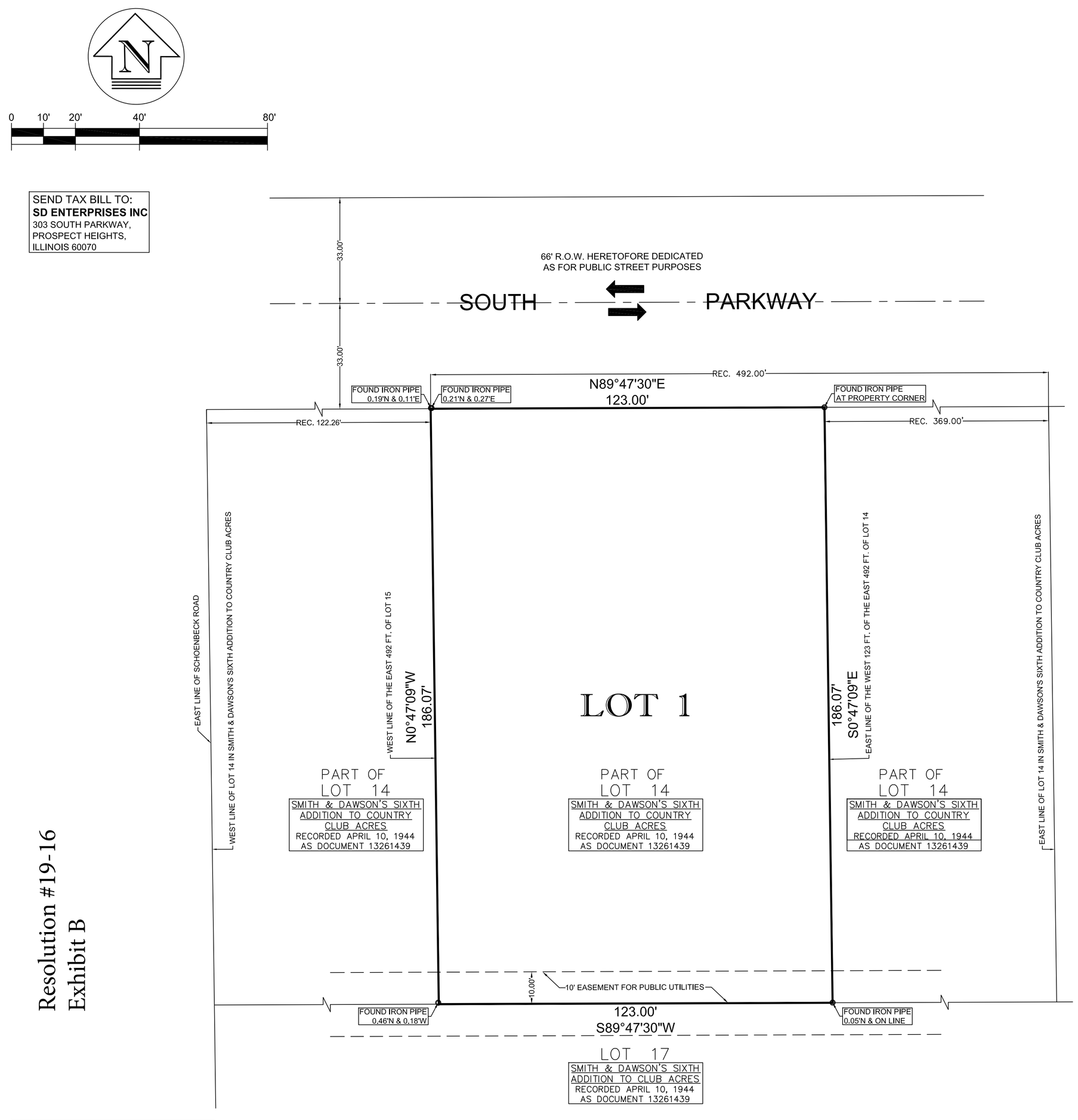
OF

THE WEST 123 FEET OF THE EAST 492 FEET OF LOT 14 IN SMITH AND DAWSON'S 6TH ADDITION TO COUNTRY CLUB ACRES, PROPSECT HEIGHTS, ILLINOIS BEING A SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 1944 AS DOCUMENT NUMBER 13261439, IN COOK COUNTY, ILLINOIS.

KNOWN AS : **307 SOUTH PARKWAY, PROSPECT HEIGHTS, ILLINOIS 60070**

COOK COUNTY PERMANENT IDENTIFICATION NUMBER:
03 - 22 - 100 - 039 - 0000

AREA = 22,885.35 SQ. FT. OR 0.525 ACRE



Resolution #19-16
Exhibit B

LEGEND

- BOUNDARY LINE OF SUBDIVISION
- RIGHT-OF-WAY LINE
- LOT - PROPOSED LOT NUMBER
- LOT - EXISTING LOT NUMBER
- TRAFFIC FLOW DIRECTIONAL'S

PROJECT No.: 2019 - 26695	PLAT PREPARED FOR: **SD ENTERPRISES INC** 303 SOUTH PARKWAY, PROSPECT HEIGHTS, ILLINOIS 60070
ISSUE DATE: 4/15/19	
SCALE: 1"=20'	
SHEET NUMBER 1 OF 1	

PLAT PREPARED BY:
UNITED SURVEY SERVICE, LLC
CONSTRUCTION AND LAND SURVEYORS
7710 CENTRAL AVENUE, RIVER FOREST, ILLINOIS, 60305
TEL.: (847) 299 - 1010 FAX : (847) 299 - 5887
E-MAIL: USURVEY@USANDCS.COM

NO.	REVISIONS	DATE
1	REVISED PER COMMENTS	5/28/2019
2	REVISED PER COMMENTS	6/4/2019
3		
4		
5		
6		

OWNER'S CERTIFICATE:

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE LEGAL OWNER OF THE LAND DESCRIBED ON THE ATTACHED PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND PLATTED AS SHOWN BY THE PLAT FOR THE USES AND PURPOSES AS INDICATED.

DATED THIS _____DAY OF_____,A.D. 20__.

OWNER: _____
SD ENTERPRISES INC
303 SOUTH PARKWAY,
PROSPECT HEIGHTS, ILLINOIS 60070

NOTARY CERTIFICATE:

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE _____ PRESIDENT OF _____, AND _____, SECRETARY OF SAID CORPORATION, AND PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND SEVERALLY ACKNOWLEDGED THAT AS SUCH _____ PRESIDENT AND THE _____ SECRETARY OF SAID CORPORATION, THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT, FOR THE PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____ AD 201___

_____
NOTARY PUBLIC (SEAL)

CITY COLLECTOR

I DO HEREBY CERTIFY THAT THERE ORE NO DEFERRED SPECIAL ASSESSMENTS OR UNPAID CURRENT ASSESSMENTS DUE AGAINST THE LAND INCLUDED IN THE ABOVE PLAT.

DATED THIS _____DAY OF _____, 2019

SIGNED: _____
CITY COLLECTOR

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

WE HEREBY CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR THE DIVERSION AND DETENTION OF SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WITHIN THE RIGHTS OF THE SUBDIVIDER AND THAT SUCH SURFACE WATER WILL NOT BE DEPOSITED ON ADJACENT LAND OWNERS PROPERTY IN SUCH CONCENTRATION AS MAY CAUSE DAMAGE BY EROSION OR SEDIMENTATION TO SUCH PROPERTY BECAUSE OF CONSTRUCTION OF THE SUBDIVISION.

BY: _____ DATED _____
OWNER

BY: _____ DATED _____
ILLINOIS PROFESSIONAL ENGINEER

CITY ENGINEER

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

THIS PLAT HAS BEEN CHECKED FOR CONFORMANCE TO THE CITY OF PROSPECT HEIGHTS STANDARDS AND REQUIREMENTS, AND WORKING DRAWING AND SPECIFICATIONS FOR IMPROVEMENTS HAVE BEEN PREPARED IN CONFORMANCE WITH THE CITY STANDARDS AND REQUIREMENTS, AND ENGINEERING FEES DUE TO THE CITY OF PROSPECT HEIGHTS HAVE BEEN PAID.

DATED THIS _____DAY OF _____, 2019

SIGNED: _____
CITY ENGINEER

PLAN COMMISSION

APPROVED BY THE PLAN COMMISSION OF THE CITY OF PROSPECT HEIGHTS, COOK COUNTY, ILLINOIS, THIS

_____ DAY OF _____, 2019

SIGNED: _____ ATTEST: _____
CHAIRMAN SECRETARY

EASEMENT PROVISIONS

WHENEVER THE WORDS "PUBLIC UTILITIES" OR "PUBLIC UTILITIES AND DRAINAGE EASEMENT SHALL APPEAR ON THIS PLAT, THE CITY OF PROSPECT HEIGHTS, COOK COUNTY, ILLINOIS, AND ITS SUCCESSORS OR ASSIGNS, JOINTLY AND SEVERALLY SHALL HOLD A PERPETUAL EASEMENT UNDER, OVER AND ACROSS THE SURFACE OF THE PROPERTY SHOWN WITHIN THE LINES ON THE PLAT MARKED AS SUCH FOR THE INSTALLATION, CONSTRUCTION, USE, REPAIR AND MAINTENANCE OF ALL PUBLIC UTILITY EQUIPMENT, INCLUDING BUT NOT LIMITED TO, FACILITIES USED IN CONNECTION WITH THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SOUNDS AND SIGNALS, WATER AND SEWAGE MAINS AND PIPING, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS, AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF THE GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN ANY MANNER SO AS TO UNREASONABLY INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

CITY COUNCIL

APPROVED BY THE CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS, COOK COUNTY, ILLINOIS, THIS

_____ DAY OF _____, 2019

SIGNED: _____ ATTEST: _____
MAYOR CITY CLERK

SCHOOL DISTRICT BOUNDARY STATEMENT

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

THE UNDERSIGNED DO HEREBY CERTIFY THAT, AS OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE, AND KNOWN AS _____ TO THE BEST OF THEIR KNOWLEDGE, IS LOCATED WITHIN THE BOUNDARIES OF THE _____ ELEMENTARY SCHOOL DISTRICT AND THE _____ HIGH SCHOOL DISTRICT IN COOK COUNTY, ILLINOIS.

DATED AT _____, ILLINOIS THIS ___ DAY OF _____, 20___.

BY:_____

SURVEYOR'S CERTIFICATE:

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

LEGAL DESCRIPTION:
THE WEST 123 FEET OF THE EAST 492 FEET OF LOT 14 IN SMITH AND DAWSON'S 6TH ADDITION TO COUNTRY CLUB ACRES, PROPSECT HEIGHTS, ILLINOIS BEING A SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 1944 AS DOCUMENT NUMBER 13261439, IN COOK COUNTY, ILLINOIS.

I, **ROY G. LAWNICZAK**, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND STAKED THE PROPERTY DESCRIBED IN THE ABOVE CAPTION, AND THAT I HAVE MONUMENTED ALL CORNERS OF ALL LOTS SHOWN HEREON WITH IRON PIPES, AND THAT THE PLAT HEREON DRAWN IS A TRUE AND CORRECT PRESENTATION OF THE SURVEY AND STAKING.

I DO HEREBY CERTIFY THAT ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 68 DEGREES FAHRENHEIT.

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF CITY OF PROSPECT HEIGHTS, COOK COUNTY, ILLINOIS.

I DO HEREBY FURTHER CERTIFY THAT THE DESCRIBED LAND, BASED UPON A REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY NUMBER 170919, PANEL NUMBER 0202 J, MAP NUMBER 17031 C 0202 J, IN COOK COUNTY, STATE OF ILLINOIS, WITH AN EFFECTIVE DATE OF AUGUST 19, 2008, IT IS IN MY PROFESSIONAL OPINION THAT SAID DESCRIBED PROPERTY IS WITHIN UNSHADED ZONE -"X", DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY SAID MAP.

THIS PLAT OF RESUBDIVISION IS DRAWN TO THE SCALE OF ONE INCH PER 20 FEET.

DATED AT RIVER FOREST, ILLINOIS, THIS 4th DAY OF JUNE, A.D. 2019.

BY: _____
ROY G. LAWNICZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 35-2290
LICENSE EXPIRES: NOVEMBER 30, 2020
PROFESSIONAL DESIGN FIRM LICENSE NO.: 184-004576
LICENSE EXPIRES: APRIL 30, 2021

ROY G. LAWNICZAK
35-002290
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
CHICAGO, IL

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: June 4, 2019

To: Mayor Helmer & City Council

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

Subject: Public Hearing to Consider a Petition for Annexation
Lutheran Church Charities
3020 Milwaukee Ave., Northbrook, IL 60062

Background: Please be advised that the Lutheran Church Charities, Tim Hetzner, President/CEO, has submitted a "Petition for Annexation" to annex two parcels they own in unincorporated Cook County into the City of Prospect Heights. Lutheran Church Charities owns three parcels of land on Milwaukee Ave. One of the parcels, 2978 Milwaukee Ave. is currently within the City boundaries and is in the B2 General Commercial District. The two lots known as, 3020 Milwaukee Ave., are outside of the City boundaries. They are contiguous with the parcel in the City and are eligible for annexation.

Lutheran Church Charities has expressed their desire to bring all their property into the City and be fully within the City. This annexation will clean-up the southeastern border of the City. The organization will operate within one jurisdiction. Lutheran Church Charities operates their administrative offices, emergency response teams, comfort dog program and training from this property. Lutheran Church Charities also has expansion plans for new buildings in the future. The services provided by this organization benefit our residents, River Trails Fire, as well as folks around the country that have experienced disasters of one kind or another and need assistance.

Should the Council approve the petition for annexation, the annexed property by default will received a zoning classification as R1 Single Family. Lutheran Church Charities has submitted an application for a map amendment to rezone all three lots to B3 Commercial, Wholesale and General Services District. The use classification of their property is Public Services Uses. Per Section 5-7-5 B of the City of Prospect Heights Zoning Code, Public Services Uses are a permitted use in the B3 Zoning District and would not requires any other special use or variations in the district.

.

Recommendation: Staff recommends approval of the petition for annexation.

Action Requested: This is a first reading and for discussion only.

Attachments: Petition for Annexation
Plat of Annexation
Draft Ordinance of Annexation

ORDINANCE NO. O-19-17

AN ORDINANCE ANNEXING TO THE CITY OF PROSPECT HEIGHTS APPROXIMATELY 1.46 ACRES LOCATED AT 3020 MILWAUKEE AVENUE IN PROSPECT HEIGHTS, IL

WHEREAS, the Clerk of the City of Prospect Heights has received a Petition for Annexation of certain territory into the City pursuant to Chapter 65, Act 5, Section 7-1-8 of the Illinois Compiled Statutes attached here to as Exhibit A; and

WHEREAS, the territory (PIN# 04-19-300-003-0000 and #04-19-300-004-0000) is described on the Plat of Annexation attached hereto as Exhibit B; and

WHEREAS, the territory described in the Petition for Annexation is not within the corporate limits of any municipality but is contiguous to the City of Prospect Heights; and

WHEREAS, legal notices regarding the intention of the City to annex said territory have been sent to all public bodies required to receive such notice; and

WHEREAS, the legal owners of record of said territories have submitted all required petitions and documents authorizing the annexation of the territory; and

WHEREAS, the land proposed to be annexed will continue to be serviced by the same Glenbrook Fire District; and

WHEREAS, it is in the best interests of the City of Prospect Heights that the territory be annexed thereto.

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

SECTION 1: That the following described territory, being indicated on an accurate map of the annexed territory, (attached hereto as Exhibit "B") is hereby annexed to the City of Prospect Heights, County of Cook, Illinois.

SECTION 2: That the City Clerk is hereby directed to record with the Recorder of Deeds and to file with the County Clerk a certified copy of this Ordinance together with an accurate map of the territory annexed appended to this Ordinance.

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

SECTION 4: All Ordinances or parts of Ordinances in conflict herewith shall be and the same are hereby repealed.

PASSED and APPROVED this ____day of June, 2019.

_____
Nicholas J. Helmer, Mayor

ATTEST:

_____
City Clerk

AYES:
NAYS:
ABSENT:

Published in pamphlet form:

Exhibit A

Petition for Annexation

Exhibit B

Plat of Annexation

4839-3701-8008, v. 1

PETITION FOR ANNEXATION

RECEIVED
CITY OF PROSPECT HEIGHTS
2019 MAY -8 AM 8:51

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS, COOK COUNTY, IL.

This Petition is made by Lutheran Church Charities (hereinafter referred to as the "PETITIONER(S)"). The PETITIONER(S) state the following under oath:

1. The subject of this Petition is a tract of real estate in unincorporated Cook County, commonly known as Tract 2 and Tract 3 and legally described on Exhibit "A" attached hereto and incorporated herein (the "SUBJECT REALTY").
2. The PETITIONER(S) are the sole owner(s) of record of the SUBJECT REALTY.
3. No part of the SUBJECT REALTY is within the corporate limits of any municipality.
4. The SUBJECT REALTY is contiguous to the City of Prospect Heights.
5. No electors reside on the SUBJECT REALTY or, in the alternative, at least fifty-one percent (51%) of the electors residing on the SUBJECT REALTY have executed this Petition.
6. This Petition is made subject to the conditions hereinafter stated. THE PETITIONER(S) HEREBY STATE AND REQUEST:

   A. That the SUBJECT REALTY be annexed to the City of Prospect Heights by Ordinance passed and approved by the Mayor and City Council of the City pursuant to Section 7-1-8 of the Illinois Municipal Code.
   B. That the annexation requested herein is contingent upon the City of Prospect Heights and PETITIONER(S) entering into a mutually agreeable Annexation Agreement concerning the SUBJECT REALTY to govern the annexation and development of the SUBJECT REALTY in a manner satisfactory to PETITIONER(S) (and subject to the terms and conditions stated therein), all in accordance with Section 11-15.1-1 et seq. of the Illinois Municipal Code.
   C. That such other action be taken by the City as may be necessary or appropriate to give effect to this Petition.

To the best of the undersigned's information and belief, the statements contained herein are true and correct.

DATED this 16th day of April, 2019.

I understand that I am responsible for actual costs of professional fees incurred by the City.

Timothy Hogan
Petitioner

Petitioner

SUBSCRIBED AND SWORN to before me this

The 16th day of APRIL, 2019.

Debra L. Potts
Notary Public

DEBRA L POTTS
Official Seal
Notary Public - State of Illinois
My Commission Expires Jul 20, 2019

RECEIVED
CITY OF NORTHBROOK

ANNEXATION FEES

2019 MAY -8 AM 8:51

In addition to the application fee, a $1,500.00 deposit shall be required for all annexation applications. In the event that multiple applications requiring a deposit are being requested simultaneously, only one deposit, equal to largest deposit required, shall be paid with the application fees. Upon notification by the City, the deposit shall be replenished if the fees incurred exceed the initial deposit amount, and staff review shall cease until such time as the deposit is replenished. Any remaining balance on a deposit shall be refunded in a timely manner once all fees have been paid.

All required items shall be submitted together. Staff review shall not begin until staff has determined that all required items have been submitted and are complete. All documents shall be folded to fit into a legal size folder. Staff may request other documents as deemed necessary.

APPLICANT INFORMATION

NAME Lutheran Church Charities

ADDRESS 3020 Milwaukee Ave, Northbrook, IL 60062

PHONE NO. (866) 455-6466

E-MAIL ADDRESS LCC@LutheranChurchCharities.org

ATTORNEY INFORMATION

NAME Jonathan Groll

ADDRESS 830 North Blvd, Suite A, Oak Park, IL 60301

PHONE NO. (708) 358-8565

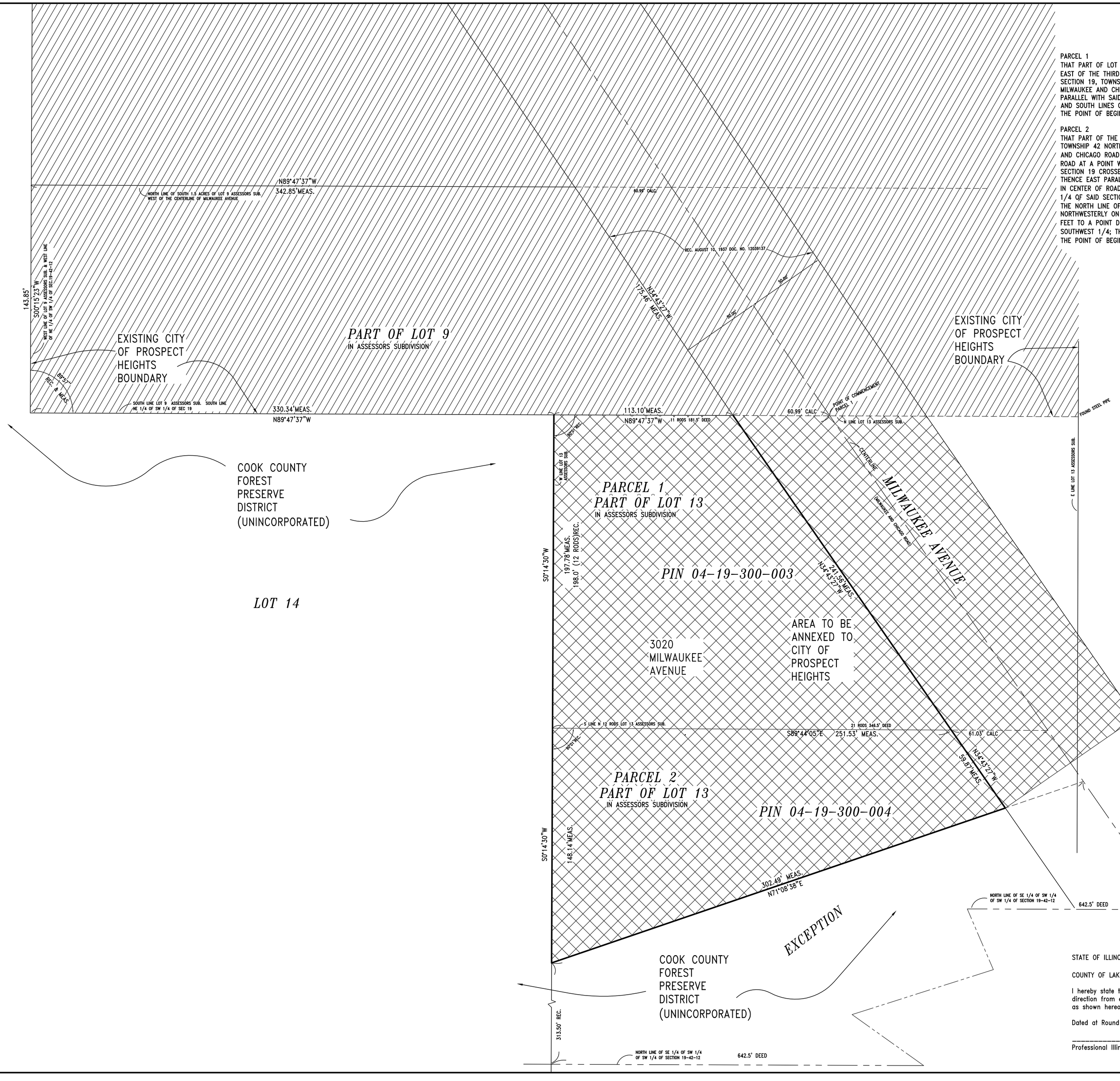
E-MAIL ADDRESS Jonathan@Groll-Law.com

PLAT OF ANNEXATION

OF

PARCEL 1
THAT PART OF LOT 13 IN ASSESSORS SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEING PART OF LOT 13, RESUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING IN THE CENTER LINE OF MILWAUKEE AND CHICAGO ROAD AT A POINT WHERE THE NORTH LINE OF LOT 13 CROSSES SAID ROAD, RUNNING THENCE WEST PARALLEL WITH SAID NORTH LINE OF LOT 13, 11 RODS; THENCE SOUTH 12 RODS; THENCE EAST PARALLEL WITH THE NORTH AND SOUTH LINES OF SAID LOT, 21 RODS TO THE CENTER OF ROAD; THENCE NORTHWESTERLY IN CENTER OF SAID ROAD TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 2
THAT PART OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CENTER LINE OF MILWAUKEE AND CHICAGO ROAD (EXCEPT THAT PART THEREOF DESCRIBED AS COMMENCING IN THE CENTER OF MILWAUKEE AND CHICAGO ROAD AT A POINT WHERE THE NORTH LINE OF LOT 13 IN ASSESSOR'S RESUBDIVISION OF THE SOUTHWEST 1/4 OF SAID SECTION 19 CROSSES SAID ROAD; THENCE WEST ON THE NORTH LINE OF SAID LOT 13, 11 RODS; THENCE SOUTH 12 RODS; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 13, 21 RODS TO THE CENTER OF ROAD; THENCE NORTHWESTERLY IN CENTER OF ROAD TO THE POINT OF BEGINNING AND EXCEPTING THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19 DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF MILWAUKEE AVENUE AND THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19; THENCE NORTHWESTERLY ON THE CENTER LINE OF MILWAUKEE AVENUE 528 FEET; THENCE SOUTHWESTERLY IN A STRAIGHT LINE 356.5 FEET TO A POINT DISTANT 313.5 FEET NORTH OF THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH 313.5 FEET TO THE SAID NORTH LINE; THENCE EAST ON SAID NORTH LINE 642.5 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.



STATE OF ILLINOIS)
)SS
COUNTY OF LAKE)

I hereby state that the above described plat has been prepared by me or under my direction from existing surveys and plats of record for the purpose of annexing the same as shown hereon. Measurements are given in feet and decimal parts thereof.

Dated at Round Lake, Illinois, this 30th day of March A.D., 2019.

_____

Professional Illinois Land Surveyor No. 35-2410 My License expires 11/30/2020

PREPARED FOR:
LUTHERAN CHURCH CHARITIES
320 MILWAUKEE AVENUE
NORTHBROOK, ILLINOIS 60062

JAMES R. DIETZ
519 N. Cedar Lake Road
Round Lake, IL 60073
(847) 546-9411

SCALE: 1"=30' JOB NO.:PH-19-04

6/10/2019

Checks		
General Fund	**$**	**154,051.12**
Motor Fuel Tax Fund		**-**
Palatine/Milwaukee Tax Increment Financing District		**-**
Tourism District		**49,500.00**
Development Fund		**-**
Drug Enforcement Agency Fund		**-**
Solid Waste Fund		**-**
Special Service Area #1		**-**
Special Service Area #2		**-**
Special Service Area #3		**-**
Special Service Area #4		**-**
Special Service Area #5		**-**
Special Service Area #8 - Levee Wall #37		**-**
Special Service Area-Constr#6(Water Main)		**-**
Special Service Area-Debt#6		**-**
Capital Improvements		**23,668.25**
Palatine Road Tax Increment Financing		**-**
Road Construction		**-**
Road Construction Debt		**-**
Water Fund		**5,345.28**
Parking Fund		**57.45**
Sanitary Sewer Fund		**4,861.58**
Road/Building Bond Escrow		**14,900.00**
TOTAL	**$**	**252,383.68**
Wire Payments		
6/7/19 PAYROLL POSTING		**153,024.53**
MAY ILLINOIS MUNICIPAL RETIREMENT FUND		**17,401.45**
	$	**422,809.66**

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
AARON GLASS	I541244	SQUAD 612 WINDSHIELD	04/09/2019	01-350-5020	195.00	.00	
Total AARON GLASS:					195.00	.00	
ADMINISTRATIVE CONSULTING	1322	GRANT CONTRACT	05/10/2019	01-370-5102	9,000.00	.00	
Total ADMINISTRATIVE CONSULTING SPECIALIST:					9,000.00	.00	
ALAN THIBEAULT	5/6/19	TUITION REIMBURSEMENT	05/06/2019	01-360-5340	1,100.00	.00	
Total ALAN THIBEAULT:					1,100.00	.00	
ALLISON KIRBY & TRAVIS HOYI	6/4/19	CONSTRUCTION EASEMENT P	06/04/2019	30-550-7060	700.00	.00	
Total ALLISON KIRBY & TRAVIS HOYING:					700.00	.00	
BANK OF AMERICA	0UNDROEKSL	INTEREST PAYMENT	05/20/2019	01-400-6010	17,936.02	.00	
Total BANK OF AMERICA:					17,936.02	.00	
BRADLEY SIGSWORTH	6/3/19	CITIZEN'S POLICE ACADEMY	06/03/2019	01-360-5710	46.00	.00	
Total BRADLEY SIGSWORTH:					46.00	.00	
BROWNELLS INC	17565208.00	PD RANGE SUPPLIES	05/16/2019	01-360-5740	159.98	.00	
Total BROWNELLS INC:					159.98	.00	
CANON FINANCIAL SERVICES	20114496	BUILDING SUPPLIES	05/22/2019	01-340-7020	217.31	.00	
Total CANON FINANCIAL SERVICES:					217.31	.00	
CARDMEMBER SERVICE	5/21/19	BATTERY FOR CITY HALL AED	04/30/2019	01-350-5710	152.10	.00	
CARDMEMBER SERVICE	5/21/19	PD KEYS	04/30/2019	01-350-5710	19.95	.00	
CARDMEMBER SERVICE	5/21/19	COMCAST	04/30/2019	01-320-5410	283.07	.00	
CARDMEMBER SERVICE	5-21-19	POSTAGE	05/21/2019	01-320-5200	7.70	.00	
CARDMEMBER SERVICE	5-21-19	GASOLINE	05/21/2019	01-360-5751	32.83	.00	
CARDMEMBER SERVICE	5-21-19	POSTAGE	05/21/2019	01-320-5200	7.60	.00	
CARDMEMBER SERVICE	5-21-19	SWEARING IN CEREMONY	05/21/2019	01-310-5300	76.68	.00	
CARDMEMBER SERVICE	5-21-19	PW TRAINING	05/21/2019	01-350-5330	30.00	.00	
CARDMEMBER SERVICE	5-21-19	PW TRAINING	05/21/2019	01-350-5330	19.13	.00	
CARDMEMBER SERVICE	5-21-19	PW TRAINING	05/21/2019	01-350-5330	29.71	.00	
CARDMEMBER SERVICE	5-21-19	PW TRAINING	05/21/2019	01-350-5330	13.49	.00	
CARDMEMBER SERVICE	5-21-19	PW TRAINING	05/21/2019	01-350-5330	30.00	.00	
CARDMEMBER SERVICE	5-21-19	PW TRAINING	05/21/2019	01-350-5330	732.48	.00	
CARDMEMBER SERVICE	5-21-19	SQUAD REAR LIGHT	05/21/2019	01-350-5020	70.97	.00	
CARDMEMBER SERVICE	5-21-19	SIGNS	05/21/2019	01-350-5721	23.98	.00	
CARDMEMBER SERVICE	5-21-19	ALDERMAN IPAD	05/21/2019	01-310-7020	9.99	.00	
CARDMEMBER SERVICE	5-21-19	PW TRAINING	05/21/2019	01-350-5330	315.00	.00	
CARDMEMBER SERVICE	5-21-19	PD EQUIPMENT	05/21/2019	01-360-5710	39.99	.00	
CARDMEMBER SERVICE	5-21-19	PD EQUIPMENT	05/21/2019	01-360-5710	59.99	.00	
CARDMEMBER SERVICE	5-21-19	COMCAST	05/21/2019	01-320-5410	241.85	.00	
CARDMEMBER SERVICE	5-21-19	COMCAST	05/21/2019	01-320-5410	151.85	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
CARDMEMBER SERVICE	5-21-19	COMCAST	05/21/2019	01-320-5410	12.07	.00	
CARDMEMBER SERVICE	5-21-19	COMCAST	05/21/2019	01-320-5410	256.85	.00	
CARDMEMBER SERVICE	5-21-19	COMCAST	05/21/2019	01-320-5410	157.90	.00	
CARDMEMBER SERVICE	5-21-19	AWARDS FOR ALDERMAN	05/21/2019	01-310-5300	42.00	.00	
CARDMEMBER SERVICE	5-21-19	NRC SUPPLIES	05/21/2019	01-310-5960	207.99	.00	
Total CARDMEMBER SERVICE:					3,025.17	.00	
CONSERV FS INC.	102012249	GASOLINE	05/16/2019	01-350-5751	2,305.71	.00	
Total CONSERV FS INC.:					2,305.71	.00	
CONSTELLATION NEWENERGY	14954017201	8285853	05/20/2019	01-350-5411	469.88	.00	
CONSTELLATION NEWENERGY	14954077001	8285851	05/20/2019	01-350-5411	249.08	.00	
Total CONSTELLATION NEWENERGY INC.:					718.96	.00	
CROWNE PLAZA	6/3/19	TOURISM GRANT	06/03/2019	13-300-5920	21,500.00	.00	
Total CROWNE PLAZA:					21,500.00	.00	
DE LAGE LANDEN FINANCIAL S	63615701	COPIER	05/17/2019	01-360-5220	1,252.35	.00	
Total DE LAGE LANDEN FINANCIAL SERVICES INC:					1,252.35	.00	
DEKIND COMPUTER CONSULT	26325	COMPUTER CONSULTANT	06/01/2019	01-320-5130	3,510.00	.00	
DEKIND COMPUTER CONSULT	26335	PD PHONES	05/31/2019	01-360-5700	99.98	.00	
DEKIND COMPUTER CONSULT	26363	COMPUTER CONSULTANT	06/03/2019	01-320-5130	577.50	.00	
Total DEKIND COMPUTER CONSULTANTS:					4,187.48	.00	
ERIC CHELUGET	6/4/19	CONSTRUCTION EASEMENT P	06/04/2019	30-550-7060	200.00	.00	
Total ERIC CHELUGET:					200.00	.00	
FLEXSOURCE, LLC	19498	FSA & HRA ADMIN FEES	05/25/2019	01-320-5100	135.00	.00	
Total FLEXSOURCE, LLC:					135.00	.00	
FOOD & ALCOHOL SERVICE TR	2019-07	FOOD SANITATION INSPECTIO	05/31/2019	01-340-5100	715.00	.00	
FOOD & ALCOHOL SERVICE TR	2019-6	FOOD SANITATION INSPECTIO	04/30/2019	01-340-5100	1,365.00	.00	
Total FOOD & ALCOHOL SERVICE TRAINING INC:					2,080.00	.00	
GUY M KARM	5/14/19	CITY PROSECUTOR	04/30/2019	01-324-5122	6,500.00	.00	
Total GUY M KARM:					6,500.00	.00	
HILTON - CHICAGO/NORTHBRO	6/4/19	TOURISM GRANT	06/04/2019	13-300-5920	28,000.00	.00	
Total HILTON - CHICAGO/NORTHBROOK:					28,000.00	.00	
HMO ILLINOIS	6/5/19	HEALTH INSURANCE	06/05/2019	01-360-4100	6,626.00	.00	
Total HMO ILLINOIS:					6,626.00	.00	
ILLINOIS RURAL WATER ASSO	25859	MEMBERSHIP	05/20/2019	01-350-5310	479.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total ILLINOIS RURAL WATER ASSOCIATION:					479.00	.00	
IMPACT NETWORKING LLC	1448427	COPIER	05/29/2019	01-360-5700	62.00	.00	
Total IMPACT NETWORKING LLC:					62.00	.00	
IUOE LOCAL 150 ADMIN	#150 A 5/24/19	LOCAL 150 ADMIN DUES	05/24/2019	01-000-2050	354.60	.00	
IUOE LOCAL 150 ADMIN	#150 A 6/7/19	LOCAL 150 ADMIN DUES	06/07/2019	01-000-2050	354.60	.00	
Total IUOE LOCAL 150 ADMIN:					709.20	.00	
IUOE LOCAL 150 MEMBERSHIP	#150 M 05/24/1	LOCAL 150 MEMBERSHIP DUES	05/24/2019	01-000-2050	70.62	.00	
IUOE LOCAL 150 MEMBERSHIP	#150 M 06/07/1	LOCAL 150 MEMBERSHIP DUES	06/07/2019	01-000-2050	70.62	.00	
Total IUOE LOCAL 150 MEMBERSHIP:					141.24	.00	
JEFFREY L BAUREIS	42	ELECTRICAL INSPECTIONS	05/26/2019	01-340-5100	1,462.00	.00	
Total JEFFREY L BAUREIS:					1,462.00	.00	
JG UNIFORMS INC	55590	PD CLOTHING	05/28/2019	01-360-5741	319.35	.00	
Total JG UNIFORMS INC:					319.35	.00	
KAREN LEE	6/4/19	CONSTRUCTION EASEMENT P	06/04/2019	30-550-7060	200.00	.00	
Total KAREN LEE:					200.00	.00	
KBG CONSTRUCTION	18-438	ROAD BOND REFUND	05/29/2019	72-000-2310	1,333.00	.00	
Total KBG CONSTRUCTION:					1,333.00	.00	
LAUTERBACH & AMEN LLP	36716	ACCOUNTING SERVICES	04/30/2019	01-322-5541	540.00	.00	
LAUTERBACH & AMEN LLP	36717	ACCOUNTING SERVICES	04/30/2019	01-322-5101	15,871.84	.00	
LAUTERBACH & AMEN LLP	36717	ACCOUNTING SERVICES	04/30/2019	51-300-5101	2,846.58	.00	
LAUTERBACH & AMEN LLP	36717	ACCOUNTING SERVICES	04/30/2019	53-300-5101	2,846.58	.00	
Total LAUTERBACH & AMEN LLP:					22,105.00	.00	
LEROY'S LAWN EQUIPMENT IN	21120	MOWER REPAIR PARTS	05/17/2019	01-350-5610	164.65	.00	
Total LEROY'S LAWN EQUIPMENT INC.:					164.65	.00	
LINDCO EQUIPMENT SALES IN	1808271	PLOW FOR TRUCK	04/25/2019	30-550-7020	10,881.00	.00	
LINDCO EQUIPMENT SALES IN	1808271.01	TRUCK 837 WORK	04/25/2019	30-550-7020	156.25	.00	
LINDCO EQUIPMENT SALES IN	1808281	UNDER BODY PLOW	04/25/2019	30-550-7020	10,881.00	.00	
Total LINDCO EQUIPMENT SALES INC:					21,918.25	.00	
MAILBOX PLUS	5/16/19	BOXING	05/16/2019	01-360-5200	24.95	.00	
Total MAILBOX PLUS:					24.95	.00	
METROPOLITAN ALLIANCE OF	#252 6/2019	MAP #252 DUES	06/07/2019	01-000-2052	576.00	.00	
METROPOLITAN ALLIANCE OF	#253 6/2019	MAP #253 DUES	06/07/2019	01-000-2052	180.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total METROPOLITAN ALLIANCE OF POLICE:					756.00	.00	
MICHAEL MOSIER	18-310	ROAD BOND REFUND	05/29/2019	72-000-2310	468.00	.00	
Total MICHAEL MOSIER:					468.00	.00	
MICHAEL PORZYCKI	5/24/19	PHONE REIMBURSEMENT	05/24/2019	01-340-5100	42.25	.00	
Total MICHAEL PORZYCKI:					42.25	.00	
MOE FUNDS	7/2019	JULY PREMIUMS	06/05/2019	01-350-4100	8,060.00	.00	
MOE FUNDS	7/2019	JULY PREMIUMS	06/05/2019	51-300-4100	2,015.00	.00	
MOE FUNDS	7/2019	JULY PREMIUMS	06/05/2019	53-300-4100	2,015.00	.00	
Total MOE FUNDS:					12,090.00	.00	
MPC COMMUNICATIONS & LIG	19-1163	SQUAD CAR MAINTENANCE	05/20/2019	01-360-5610	57.50	.00	
MPC COMMUNICATIONS & LIG	19-1171	SQUAD CAR MAINTENANCE	04/26/2019	01-360-5610	133.75	.00	
MPC COMMUNICATIONS & LIG	19-1181	REMOVE SQUAD EQUIPMENT	05/30/2019	30-550-7040	650.00	.00	
Total MPC COMMUNICATIONS & LIGHTING INC:					841.25	.00	
NAPA-HEIGHTS AUTOMOTIVE	3563-189254	CREDIT MEMO	04/27/2019	01-350-5020	200.39-	.00	
NAPA-HEIGHTS AUTOMOTIVE	3563-197438	AUTO PARTS	05/28/2019	01-350-5020	13.86	.00	
Total NAPA-HEIGHTS AUTOMOTIVE:					186.53-	.00	
NICOR GAS	05/22/19	PW 94-82-27-0000 4	05/22/2019	01-320-5410	247.02	.00	
NICOR GAS	05-22-19	METRA 20-24-74-0000 3	05/22/2019	52-300-5410	57.45	.00	
NICOR GAS	5/22/19	20-93-79-2787 7	05/22/2019	01-320-5410	217.75	.00	
NICOR GAS	5/23/19	WTR 70-06-34-0000 9	05/23/2019	51-300-5410	443.69	.00	
NICOR GAS	5-22-19	PD SRVC 98-65-54-0000 4	05/22/2019	01-320-5410	149.38	.00	
Total NICOR GAS:					1,115.29	.00	
NORTH EAST MULTI-REGIONAL	255509	PD TRAINING	05/15/2019	01-360-5330	600.00	.00	
Total NORTH EAST MULTI-REGIONAL TRAINING INC.:					600.00	.00	
NORTH SUBURBAN EMPLOYEE	5/2019	MAY 2019 MEDICAL INSURANC	06/05/2019	01-320-4100	1,498.00	.00	
NORTH SUBURBAN EMPLOYEE	5/2019	MAY 2019 MEDICAL INSURANC	06/05/2019	01-340-4100	4,370.00	.00	
NORTH SUBURBAN EMPLOYEE	5/2019	MAY 2019 MEDICAL INSURANC	06/05/2019	01-350-4100	2,240.00	.00	
NORTH SUBURBAN EMPLOYEE	5/2019	MAY 2019 MEDICAL INSURANC	06/05/2019	01-360-4100	32,289.00	.00	
NORTH SUBURBAN EMPLOYEE	5/2019	MAY 2019 MEDICAL INSURANC	06/05/2019	01-370-4101	1,620.00	.00	
Total NORTH SUBURBAN EMPLOYEE BENEFIT COOPERAT:					42,017.00	.00	
NSACOP	5/28/19	ADMIN ASSISTANTS LUNCH	05/28/2019	01-360-5330	25.00	.00	
Total NSACOP:					25.00	.00	
NW CENTRAL DISPATCH SYST	8772	MEMBER ASSESSMENT - JULY	06/01/2019	01-360-5240	21,593.31	.00	
Total NW CENTRAL DISPATCH SYSTEM:					21,593.31	.00	
PAM CONSTRUCTION	5/29/19	ROAD BOND REFUND	05/29/2019	72-000-2310	3,311.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total PAM CONSTRUCTION:					3,311.00	.00	
PURCHASE POWER	5/24/19	METER	05/24/2019	01-320-5700	11.89	.00	
Total PURCHASE POWER:					11.89	.00	
RAY O'HERRON CO INC	1929336-IN	PD CLOTHING	05/24/2019	01-360-5741	141.48	.00	
RAY O'HERRON CO INC	1931206-IN	PD CLOTHING	06/04/2019	01-360-5741	49.99	.00	
Total RAY O'HERRON CO INC:					191.47	.00	
READY PRESS LLC	82142	NAMEPLATES	05/20/2019	01-320-5221	11.00	.00	
READY PRESS LLC	82177	INSPECTION REPORTS	05/31/2019	01-320-5221	67.00	.00	
READY PRESS LLC	82178	BUSINESS CARDS	05/31/2019	01-320-5221	122.00	.00	
Total READY PRESS LLC:					200.00	.00	
ROY'S TREE SERVICE	5/28/19	TREE REMOVAL	05/28/2019	01-350-5103	1,550.00	.00	
Total ROY'S TREE SERVICE:					1,550.00	.00	
SIG SAUER INC	3291196	RANGE SUPPLIES	05/14/2019	01-360-5740	2,310.00	.00	
Total SIG SAUER INC:					2,310.00	.00	
STITCH BY STITCH	43206	PD CLOTHING	05/23/2019	01-360-5741	35.00	.00	
Total STITCH BY STITCH:					35.00	.00	
TRIPLE CROWN PRODUCTS	206028	PW UNIFORM SHIRTS	02/20/2019	01-350-7023	421.94	.00	
Total TRIPLE CROWN PRODUCTS:					421.94	.00	
TRUGREEN PROCESSING CEN	102574044	LAWN SERVICE	05/28/2019	01-350-5103	42.23	.00	
Total TRUGREEN PROCESSING CENTER:					42.23	.00	
UNIFIRST CORPORATION	0811385933	PW UNIFORM	05/24/2019	01-350-5104	110.69	.00	
UNIFIRST CORPORATION	0811387797	PW UNIFORM	05/31/2019	01-350-5104	110.69	.00	
Total UNIFIRST CORPORATION:					221.38	.00	
VERIZON WIRELESS	9830743008	SCADA SYSTEM	05/23/2019	51-300-5410	40.01	.00	
Total VERIZON WIRELESS:					40.01	.00	
WALTER DANIELS	18-439	ROAD BOND REFUND	06/06/2019	72-000-2310	9,788.00	.00	
Total WALTER DANIELS:					9,788.00	.00	
WAREHOUSE DIRECT OFFICE	4300788-0	OFFICE SUPPLIES	05/23/2019	01-320-5700	17.89	.00	
WAREHOUSE DIRECT OFFICE	4300788-0	OFFICE SUPPLIES	05/23/2019	01-340-5700	18.68	.00	
WAREHOUSE DIRECT OFFICE	4303537-0	OFFICE SUPPLIES	05/28/2019	01-320-5700	39.72	.00	
WAREHOUSE DIRECT OFFICE	4304969-0	OFFICE SUPPLIES	05/29/2019	01-320-5700	19.28	.00	
Total WAREHOUSE DIRECT OFFICE PROD INC.:					95.57	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Grand Totals:					252,383.68	.00	

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							
01-000-2050 W/H LOCAL 15O UNION	IUOE LOCAL 150 ADMIN	#150 A 5/24/19	LOCAL 150 ADMIN DUES	05/24/2019	354.60	.00	
01-000-2050 W/H LOCAL 15O UNION	IUOE LOCAL 150 ADMIN	#150 A 6/7/19	LOCAL 150 ADMIN DUES	06/07/2019	354.60	.00	
01-000-2050 W/H LOCAL 15O UNION	IUOE LOCAL 150 MEMBERSHIP	#150 M 05/24/1	LOCAL 150 MEMBERSHIP DUES	05/24/2019	70.62	.00	
01-000-2050 W/H LOCAL 15O UNION	IUOE LOCAL 150 MEMBERSHIP	#150 M 06/07/1	LOCAL 150 MEMBERSHIP DUES	06/07/2019	70.62	.00	
01-000-2052 WITHHOLDING POLICE U	METROPOLITAN ALLIANCE OF	#252 6/2019	MAP #252 DUES	06/07/2019	576.00	.00	
01-000-2052 WITHHOLDING POLICE U	METROPOLITAN ALLIANCE OF	#253 6/2019	MAP #253 DUES	06/07/2019	180.00	.00	
Total :					1,606.44	.00	
CITY COUNCIL & BOARDS							
01-310-5300 ALDERMANIC EXPENSE	CARDMEMBER SERVICE	5-21-19	SWEARING IN CEREMONY	05/21/2019	76.68	.00	
01-310-5300 ALDERMANIC EXPENSE	CARDMEMBER SERVICE	5-21-19	AWARDS FOR ALDERMAN	05/21/2019	42.00	.00	
01-310-5960 NRC OPERATIONS	CARDMEMBER SERVICE	5-21-19	NRC SUPPLIES	05/21/2019	207.99	.00	
01-310-7020 EQUIPMENT	CARDMEMBER SERVICE	5-21-19	ALDERMAN IPAD	05/21/2019	9.99	.00	
Total CITY COUNCIL & BOARDS:					336.66	.00	
ADMINISTRATION							
01-320-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	5/2019	MAY 2019 MEDICAL INSURANC	06/05/2019	1,498.00	.00	
01-320-5100 PROFESSIONAL SERVIC	FLEXSOURCE, LLC	19498	FSA & HRA ADMIN FEES	05/25/2019	135.00	.00	
01-320-5130 COMPUTER CONSULTAN	DEKIND COMPUTER CONSULT	26325	COMPUTER CONSULTANT	06/01/2019	3,510.00	.00	
01-320-5130 COMPUTER CONSULTAN	DEKIND COMPUTER CONSULT	26363	COMPUTER CONSULTANT	06/03/2019	577.50	.00	
01-320-5200 POSTAGE	CARDMEMBER SERVICE	5-21-19	POSTAGE	05/21/2019	7.70	.00	
01-320-5200 POSTAGE	CARDMEMBER SERVICE	5-21-19	POSTAGE	05/21/2019	7.60	.00	
01-320-5221 PRINTING	READY PRESS LLC	82142	NAMEPLATES	05/20/2019	11.00	.00	
01-320-5221 PRINTING	READY PRESS LLC	82177	INSPECTION REPORTS	05/31/2019	67.00	.00	
01-320-5221 PRINTING	READY PRESS LLC	82178	BUSINESS CARDS	05/31/2019	122.00	.00	
01-320-5410 UTILITIES	CARDMEMBER SERVICE	5/21/19	COMCAST	04/30/2019	283.07	.00	
01-320-5410 UTILITIES	CARDMEMBER SERVICE	5-21-19	COMCAST	05/21/2019	241.85	.00	
01-320-5410 UTILITIES	CARDMEMBER SERVICE	5-21-19	COMCAST	05/21/2019	151.85	.00	
01-320-5410 UTILITIES	CARDMEMBER SERVICE	5-21-19	COMCAST	05/21/2019	12.07	.00	
01-320-5410 UTILITIES	CARDMEMBER SERVICE	5-21-19	COMCAST	05/21/2019	256.85	.00	
01-320-5410 UTILITIES	CARDMEMBER SERVICE	5-21-19	COMCAST	05/21/2019	157.90	.00	
01-320-5410 UTILITIES	NICOR GAS	05/22/19	PW 94-82-27-0000 4	05/22/2019	247.02	.00	
01-320-5410 UTILITIES	NICOR GAS	5/22/19	20-93-79-2787 7	05/22/2019	217.75	.00	
01-320-5410 UTILITIES	NICOR GAS	5-22-19	PD SRVC 98-65-54-0000 4	05/22/2019	149.38	.00	
01-320-5700 OFFICE SUPPLIES	PURCHASE POWER	5/24/19	METER	05/24/2019	11.89	.00	
01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	4300788-0	OFFICE SUPPLIES	05/23/2019	17.89	.00	
01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	4303537-0	OFFICE SUPPLIES	05/28/2019	39.72	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	4304969-0	OFFICE SUPPLIES	05/29/2019	19.28	.00	
Total ADMINISTRATION:					7,742.32	.00	
FINANCE							
01-322-5101 AUDIT & FINANCE FEES	LAUTERBACH & AMEN LLP	36717	ACCOUNTING SERVICES	04/30/2019	15,871.84	.00	
01-322-5541 ACCTG SERVICE FEES	LAUTERBACH & AMEN LLP	36716	ACCOUNTING SERVICES	04/30/2019	540.00	.00	
Total FINANCE:					16,411.84	.00	
LEGAL							
01-324-5122 CITY PROSECUTOR	GUY M KARM	5/14/19	CITY PROSECUTOR	04/30/2019	6,500.00	.00	
Total LEGAL:					6,500.00	.00	
BUILDING DEPARTMENT							
01-340-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	5/2019	MAY 2019 MEDICAL INSURANC	06/05/2019	4,370.00	.00	
01-340-5100 PROFESSIONAL SERVIC	FOOD & ALCOHOL SERVICE TR	2019-07	FOOD SANITATION INSPECTIO	05/31/2019	715.00	.00	
01-340-5100 PROFESSIONAL SERVIC	FOOD & ALCOHOL SERVICE TR	2019-6	FOOD SANITATION INSPECTIO	04/30/2019	1,365.00	.00	
01-340-5100 PROFESSIONAL SERVIC	JEFFREY L BAUREIS	42	ELECTRICAL INSPECTIONS	05/26/2019	1,462.00	.00	
01-340-5100 PROFESSIONAL SERVIC	MICHAEL PORZYCKI	5/24/19	PHONE REIMBURSEMENT	05/24/2019	42.25	.00	
01-340-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	4300788-0	OFFICE SUPPLIES	05/23/2019	18.68	.00	
01-340-7020 EQUIPMENT	CANON FINANCIAL SERVICES	20114496	BUILDING SUPPLIES	05/22/2019	217.31	.00	
Total BUILDING DEPARTMENT:					8,190.24	.00	
PUBLIC WORKS							
01-350-4100 HEALTH INSURANCE	MOE FUNDS	7/2019	JULY PREMIUMS	06/05/2019	8,060.00	.00	
01-350-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	5/2019	MAY 2019 MEDICAL INSURANC	06/05/2019	2,240.00	.00	
01-350-5020 VEHICLE MAINTENANCE	AARON GLASS	I541244	SQUAD 612 WINDSHIELD	04/09/2019	195.00	.00	
01-350-5020 VEHICLE MAINTENANCE	CARDMEMBER SERVICE	5-21-19	SQUAD REAR LIGHT	05/21/2019	70.97	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA-HEIGHTS AUTOMOTIVE	3563-189254	CREDIT MEMO	04/27/2019	200.39-	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA-HEIGHTS AUTOMOTIVE	3563-197438	AUTO PARTS	05/28/2019	13.86	.00	
01-350-5103 PROF SERVICES - FORE	ROY'S TREE SERVICE	5/28/19	TREE REMOVAL	05/28/2019	1,550.00	.00	
01-350-5103 PROF SERVICES - FORE	TRUGREEN PROCESSING CEN	102574044	LAWN SERVICE	05/28/2019	42.23	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	0811385933	PW UNIFORM	05/24/2019	110.69	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	0811387797	PW UNIFORM	05/31/2019	110.69	.00	
01-350-5310 MEMBERSHIPS	ILLINOIS RURAL WATER ASSO	25859	MEMBERSHIP	05/20/2019	479.00	.00	
01-350-5330 TRAINING	CARDMEMBER SERVICE	5-21-19	PW TRAINING	05/21/2019	30.00	.00	
01-350-5330 TRAINING	CARDMEMBER SERVICE	5-21-19	PW TRAINING	05/21/2019	19.13	.00	
01-350-5330 TRAINING	CARDMEMBER SERVICE	5-21-19	PW TRAINING	05/21/2019	29.71	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-350-5330 TRAINING	CARDMEMBER SERVICE	5-21-19	PW TRAINING	05/21/2019	13.49	.00	
01-350-5330 TRAINING	CARDMEMBER SERVICE	5-21-19	PW TRAINING	05/21/2019	30.00	.00	
01-350-5330 TRAINING	CARDMEMBER SERVICE	5-21-19	PW TRAINING	05/21/2019	732.48	.00	
01-350-5330 TRAINING	CARDMEMBER SERVICE	5-21-19	PW TRAINING	05/21/2019	315.00	.00	
01-350-5411 WATER AND ELECTRIC P	CONSTELLATION NEWENERGY	14954017201	8285853	05/20/2019	469.88	.00	
01-350-5411 WATER AND ELECTRIC P	CONSTELLATION NEWENERGY	14954077001	8285851	05/20/2019	249.08	.00	
01-350-5610 EQUIPMENT MAINTENAN	LEROY'S LAWN EQUIPMENT IN	21120	MOWER REPAIR PARTS	05/17/2019	164.65	.00	
01-350-5710 OPERATING SUPPLIES	CARDMEMBER SERVICE	5/21/19	BATTERY FOR CITY HALL AED	04/30/2019	152.10	.00	
01-350-5710 OPERATING SUPPLIES	CARDMEMBER SERVICE	5/21/19	PD KEYS	04/30/2019	19.95	.00	
01-350-5721 SIGNS	CARDMEMBER SERVICE	5-21-19	SIGNS	05/21/2019	23.98	.00	
01-350-5751 GASOLINE	CONSERV FS INC.	102012249	GASOLINE	05/16/2019	2,305.71	.00	
01-350-7023 SAFETY EQUIPMENT	TRIPLE CROWN PRODUCTS	206028	PW UNIFORM SHIRTS	02/20/2019	421.94	.00	
Total PUBLIC WORKS:					17,649.15	.00	
PUBLIC SAFETY							
01-360-4100 HEALTH INSURANCE	HMO ILLINOIS	6/5/19	HEALTH INSURANCE	06/05/2019	6,626.00	.00	
01-360-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	5/2019	MAY 2019 MEDICAL INSURANC	06/05/2019	32,289.00	.00	
01-360-5200 POSTAGE	MAILBOX PLUS	5/16/19	BOXING	05/16/2019	24.95	.00	
01-360-5220 PHOTOCOPY	DE LAGE LANDEN FINANCIAL S	63615701	COPIER	05/17/2019	1,252.35	.00	
01-360-5240 NORTHWEST CENTRAL	NW CENTRAL DISPATCH SYST	8772	MEMBER ASSESSMENT - JULY	06/01/2019	21,593.31	.00	
01-360-5330 TRAINING	NORTH EAST MULTI-REGIONAL	255509	PD TRAINING	05/15/2019	600.00	.00	
01-360-5330 TRAINING	NSACOP	5/28/19	ADMIN ASSISTANTS LUNCH	05/28/2019	25.00	.00	
01-360-5340 TUITION REIMBURSEME	ALAN THIBEAULT	5/6/19	TUITION REIMBURSEMENT	05/06/2019	1,100.00	.00	
01-360-5610 EQUIPMENT MAINTENAN	MPC COMMUNICATIONS & LIG	19-1163	SQUAD CAR MAINTENANCE	05/20/2019	57.50	.00	
01-360-5610 EQUIPMENT MAINTENAN	MPC COMMUNICATIONS & LIG	19-1171	SQUAD CAR MAINTENANCE	04/26/2019	133.75	.00	
01-360-5700 OFFICE SUPPLIES	DEKIND COMPUTER CONSULT	26335	PD PHONES	05/31/2019	99.98	.00	
01-360-5700 OFFICE SUPPLIES	IMPACT NETWORKING LLC	1448427	COPIER	05/29/2019	62.00	.00	
01-360-5710 OPERATING SUPPLIES	BRADLEY SIGSWORTH	6/3/19	CITIZEN'S POLICE ACADEMY	06/03/2019	46.00	.00	
01-360-5710 OPERATING SUPPLIES	CARDMEMBER SERVICE	5-21-19	PD EQUIPMENT	05/21/2019	39.99	.00	
01-360-5710 OPERATING SUPPLIES	CARDMEMBER SERVICE	5-21-19	PD EQUIPMENT	05/21/2019	59.99	.00	
01-360-5740 RANGE SUPPLIES	BROWNELLS INC	17565208.00	PD RANGE SUPPLIES	05/16/2019	159.98	.00	
01-360-5740 RANGE SUPPLIES	SIG SAUER INC	3291196	RANGE SUPPLIES	05/14/2019	2,310.00	.00	
01-360-5741 CLOTHING	JG UNIFORMS INC	55590	PD CLOTHING	05/28/2019	319.35	.00	
01-360-5741 CLOTHING	RAY O'HERRON CO INC	1929336-IN	PD CLOTHING	05/24/2019	141.48	.00	
01-360-5741 CLOTHING	RAY O'HERRON CO INC	1931206-IN	PD CLOTHING	06/04/2019	49.99	.00	
01-360-5741 CLOTHING	STITCH BY STITCH	43206	PD CLOTHING	05/23/2019	35.00	.00	
01-360-5751 GASOLINE	CARDMEMBER SERVICE	5-21-19	GASOLINE	05/21/2019	32.83	.00	
Total PUBLIC SAFETY:					67,058.45	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
REIMBURSABLE EXP							
01-370-4101 RETIREE HEALTH INSUR	NORTH SUBURBAN EMPLOYEE	5/2019	MAY 2019 MEDICAL INSURANC	06/05/2019	1,620.00	.00	
01-370-5102 GRANT WRITER	ADMINISTRATIVE CONSULTING	1322	GRANT CONTRACT	05/10/2019	9,000.00	.00	
Total REIMBURSABLE EXP:					10,620.00	.00	
DEBT SERVICE							
01-400-6010 INTEREST	BANK OF AMERICA	0UNDROEKSL	INTEREST PAYMENT	05/20/2019	17,936.02	.00	
Total DEBT SERVICE:					17,936.02	.00	
Total GENERAL FUND:					154,051.12	.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	CROWNE PLAZA	6/3/19	TOURISM GRANT	06/03/2019	21,500.00	.00	
13-300-5920 GRANT - HOTELS	HILTON - CHICAGO/NORTHBRO	6/4/19	TOURISM GRANT	06/04/2019	28,000.00	.00	
Total EXPENSES:					49,500.00	.00	
Total TOURISM DISTRICT:					49,500.00	.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	1808271	PLOW FOR TRUCK	04/25/2019	10,881.00	.00	
30-550-7020 EQUIPMENT - PW	LINDCO EQUIPMENT SALES IN	1808271.01	TRUCK 837 WORK	04/25/2019	156.25	.00	
30-550-7020 EQUIPMENT - PW	LINDCO EQUIPMENT SALES IN	1808281	UNDER BODY PLOW	04/25/2019	10,881.00	.00	
30-550-7040 VEHICLES - PS	MPC COMMUNICATIONS & LIG	19-1181	REMOVE SQUAD EQUIPMENT	05/30/2019	650.00	.00	
30-550-7060 SIDEWALKS	ALLISON KIRBY & TRAVIS HOYI	6/4/19	CONSTRUCTION EASEMENT P	06/04/2019	700.00	.00	
30-550-7060 SIDEWALKS	ERIC CHELUGET	6/4/19	CONSTRUCTION EASEMENT P	06/04/2019	200.00	.00	
30-550-7060 SIDEWALKS	KAREN LEE	6/4/19	CONSTRUCTION EASEMENT P	06/04/2019	200.00	.00	
Total :					23,668.25	.00	
Total CAPITAL IMPROVEMENTS:					23,668.25	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
WATER FUND							
EXPENSES							
51-300-4100 HEALTH INSURANCE	MOE FUNDS	7/2019	JULY PREMIUMS	06/05/2019	2,015.00	.00	
51-300-5101 AUDIT	LAUTERBACH & AMEN LLP	36717	ACCOUNTING SERVICES	04/30/2019	2,846.58	.00	
51-300-5410 UTILITIES	NICOR GAS	5/23/19	WTR 70-06-34-0000 9	05/23/2019	443.69	.00	
51-300-5410 UTILITIES	VERIZON WIRELESS	9830743008	SCADA SYSTEM	05/23/2019	40.01	.00	
Total EXPENSES:					5,345.28	.00	
Total WATER FUND:					5,345.28	.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	NICOR GAS	05-22-19	METRA 20-24-74-0000 3	05/22/2019	57.45	.00	
Total EXPENSES:					57.45	.00	
Total PARKING FUND:					57.45	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SANITARY SEWER FUND							
EXPENSES							
53-300-4100 HEALTH INSURANCE	MOE FUNDS	7/2019	JULY PREMIUMS	06/05/2019	2,015.00	.00	
53-300-5101 AUDIT & ACCTG SERVIC	LAUTERBACH & AMEN LLP	36717	ACCOUNTING SERVICES	04/30/2019	2,846.58	.00	
Total EXPENSES:					4,861.58	.00	
Total SANITARY SEWER FUND:					4,861.58	.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	KBG CONSTRUCTION	18-438	ROAD BOND REFUND	05/29/2019	1,333.00	.00	
72-000-2310 DEPOSIT ROAD/BUILDE	MICHAEL MOSIER	18-310	ROAD BOND REFUND	05/29/2019	468.00	.00	
72-000-2310 DEPOSIT ROAD/BUILDE	PAM CONSTRUCTION	5/29/19	ROAD BOND REFUND	05/29/2019	3,311.00	.00	
72-000-2310 DEPOSIT ROAD/BUILDE	WALTER DANIELS	18-439	ROAD BOND REFUND	06/06/2019	9,788.00	.00	
Total :					14,900.00	.00	
Total ROAD & BUILDING BOND ESCROW:					14,900.00	.00	
Grand Totals:					252,383.68	.00	

GL Account and Title	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND			
Total GENERAL FUND:	154,051.12	.00	
TOURISM DISTRICT			
Total TOURISM DISTRICT:	49,500.00	.00	
CAPITAL IMPROVEMENTS			
Total CAPITAL IMPROVEMENTS:	23,668.25	.00	
WATER FUND			
Total WATER FUND:	5,345.28	.00	
PARKING FUND			
Total PARKING FUND:	57.45	.00	
SANITARY SEWER FUND			
Total SANITARY SEWER FUND:	4,861.58	.00	
ROAD & BUILDING BOND ESCROW			
Total ROAD & BUILDING BOND ESCROW:	14,900.00	.00	
Grand Totals:	252,383.68	.00	