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 CITY COUNCIL WORKSHOP MEETING
OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS
WILL BE HELD ON MONDAY, NOVEMBER 14, 2022 AT 6:30 P.M.

IN PERSON IN THE COUNCIL CHAMBERS, PROSPECT HEIGHTS CITY HALL
8 NORTH ELMHURST ROAD, PROSPECT HEIGHTS, ILLINOIS
AND SIMULCAST ON ZOOM
ACTING MAYOR MATTHEW DOLICK PRESIDING

THIS MEETING WILL BE BROADCAST LIVE ON CABLE CHANNELS: COMCAST AND WOW CHANNEL 17 AND AT&T U-VERSE CHANNEL 99. IT WILL ALSO BE RECORDED AND TELEVISED ON COMCAST AND WOW CHANNEL 17 AND AT&T U-VERSE CHANNEL 99.

ATTENDEES WHO WISH TO SPEAK ON AGENDA OR NON-AGENDA ITEMS WILL BE PROVIDED AN OPPORTUNITY DURING THE MEETING.
THERE IS A FIVE MINUTE TIME LIMIT FOR SPEAKERS.

1. CALL TO ORDER AND ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES

A. October 24, 2022 City Council Regular Meeting Minutes
Action Requested: (Motion, Second, Roll Call Vote)

4. PRESENTATION

A. Presentation by Police Chief William Caponigro on the Status of the City's Police Social Services and Social Workers

5. APPOINTMENTS, CONFIRMATIONS, AND PROCLAMATIONS

6. PUBLIC COMMENT ON AGENDA MATTERS (*Five Minute Time Limit*)
(Citizens are asked to identify the agenda item they would like to address and will be provided the opportunity to speak to the issue after its presentation and before City Council action)

7. 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.
Action Requested: (Motion, Second, Roll Call Vote)

A. **R-22-40** Staff Memo and Resolution Approving Bid and Contract for Sanitary Sewer CIP lining with Insituform Technologies USA, LLC., Through the Municipal Partnering Initiative (MPI) Program for an amount not to exceed $100,000

B. **R-22-41** Staff Memo and Resolution Accepting Bid and Contract Award with Crowne Industries, Ltd. for the Public Works Fuel Tank Replacement at an estimated total cost of $270,400 ($245,808.00 plus 10% contingency for unforeseen underground conditions)

C. Natural Resources Commission Memo and Request for Council Approval to Conduct Several Prescribed Burns in the Fall of 2022 and Spring of 2023 in Prospect Heights

8. OLD BUSINESS

None

9. NEW BUSINESS

A. **R-22-42** Staff Memo and Resolution Authorizing the City of Prospect Heights to Purchase the Parcel (03-27-216-018-0000) at 214 S. Wheeling, Prospect Heights, IL 60070 for a Purchase Price of $365,000 in Conjunction with the Metropolitan Water Reclamation District's Flood Prone Property Acquisition Program
Action Requested: (Motion, Second, Roll Call Vote)

B. **R-22-43** Staff Memo and Resolution Authorizing the Initiation of Police Social Worker Position and Approving Associated Recruitment and Selection Process
Action Requested: (Motion, Second, Roll Call Vote)

C. **R-22-44** Staff Memo and Resolution Authorizing the Execution of an Intergovernmental Agreement Between the City of Prospect Heights and Prospect Heights Park District for the Construction, Operation and Maintenance of a Compensatory Storage Area in Prospect Heights, Illinois
Action Requested: (Motion, Second, Roll Call Vote)

D. **R-22-45** Staff Memo and Resolution Authorizing the Execution of an Intergovernmental Agreement Between the City of Prospect Heights and Our Redeemer Lutheran Church for a License and Easement Agreement
Action Requested: (Motion, Second, Roll Call Vote)

10. STAFF, ELECTED OFFICIALS, AND COMMISSION REPORTS

11. DISCUSSION TOPIC IDEAS FOR THIS WORKSHOP MEETING:

A. Review of City Liquor Code

12. APPROVAL OF WARRANTS

A. Approval of Expenditures
Action Requested: (Motion, Second, Roll Call Vote)

General Fund	$422,210.93
Motor Fuel Tax Fund	$0.00
Palatine/Milwaukee Tax Increment Financing District	$0.00
Tourism District	$8,550.80
Development Fund	$0.00
Drug Enforcement Agency Fund	$37,598.39
Solid Waste Fund	$29,788.00
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	$250.50
Special Service Area-Constr #6 (Water Main)	$0.00
Special Service Area- Debt #6	$197,552.50
Capital Improvements	$100,110.55
Palatine Road Tax Increment Financing District	$0.00
Road Construction	$0.00
Road Construction Debt	$1,142,241.25
Water Fund	$115,715.55
Parking Fund	$270.74
Sanitary Sewer Fund	$4,651.50
Road/Building Bond Escrow	$1,052.00
Police Pension	$0.00

TOTAL	**$2,079,992.71**
Wire Payments **10/21/2022 PAYROLL** **11/01/2022 PAYROLL – LONGEVITY** **11/04/2022 PAYROLL** **ILLINOIS MUNICIPAL RETIREMENT FUND - OCTOBER**	 **$181,195.99** **$19,346.00** **$209,783.80** **$20,306.07**
TOTAL WARRANT	**$2,510,624.57**

14. PUBLIC COMMENT ON NON-AGENDA MATTERS (*Five Minute Time Limit*)

15. EXECUTIVE SESSION (No Items)

16. ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED

17. ADJOURNMENT
Action Requested: (Motion, Second, Voice Vote)

Posted by 5:00 PM, November 10, 2022

INSTRUCTIONS TO VIEW THE ZOOM SIMULCAST

FOR ZOOM VIDEO

Join by Cell Phone, Tablet, or Computer: **https://us02web.zoom.us/j/86028608426**
Meeting ID: **860 2860 8426**

FOR AUDIO ONLY

Join by Phone: 1-312-626-6799
Meeting ID: **860 2860 8426**

Items for Public Comment may be emailed to kschultheis@prospect-heights.org by 4:30pm on the day of the meeting to be read at the meeting.

City of Prospect Heights

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

October 17, 2022

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

Re: Phase 3 Sanitary Sewer Rehabilitation
Contract Recommendation – Insituform Technologies USA, LLC.

Dear Mr. Wade:

In 2020 and 2021, the City completed the first two phases of sanitary sewer maintenance efforts which included televising, cleaning, lining, and repairing the existing sanitary sewer system. This approach has proven to be a cost-effective method to address existing issues and prolong the life of the sanitary sewer system.

Earlier this year Insituform Technologies USA, LLC was selected as the low bidder in the Municipal Partnering Initiative (MPI) joint pipe lining bid for Arlington Heights, Glenview, Mount Prospect, Northbrook, Wheeling, and Winnetka. Insituform has agreed to complete sanitary sewer pipe lining work for the City of Prospect Heights at these bid prices, generally \$39-\$47 per foot based on pipe diameter. The proposed scope would include lining approximately 2,300 linear feet of sanitary sewer to utilize approximately \$100,000 of budgeted funds. Based on the contractor's existing workload this work is anticipated to occur in the early spring of 2023.

We recommend that the City Council approve the award of the sanitary sewer pipelining contract to Insituform Technologies USA, LLC in an amount not to exceed \$100,000.00. Please feel free to contact me with any questions or comments.

Sincerely,
City of Prospect Heights

Daniel J. Strahan

Daniel J. Strahan, P.E., CFM
City Engineer
dstrahan@gha-engineers.com

cc: Mark Roscoe, Public Works Director
Wadee Rafati, P.E., GHA
Mike Grinnell, GHA

RESOLUTION NO. R-22-40

A Resolution Approving Bid and Contract for Sanitary Sewer CIP lining with Insituform Technologies USA, LLC., Through the Municipal Partnering Initiative (MPI) Program for an amount not to exceed $100,000.

WHEREAS, the City of Prospect Heights is a member of the Municipal Partnering Initiative (MPI) program which allows municipalities to work together and utilize the power of bulk purchasing to solicited the most competitive bids for municipal services and commodities; and

WHEREAS, the Municipal Partnering Initiative (MPI) program solicited bids for municipal CIP sewer lining with Insituform Technologies USA, LLC., submitting the lowest bid; and

WHEREAS, the City Engineer and Public Works Staff have assessed the pipe sections and recommend the City Council authorize the award of a contract with Insituform Technologies USA, for 2,300 linear feet of CIP lining in an amount not to exceed $100,000;

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

Section One: That the Contract (attached hereto as Exhibit A) with Insituform Technologies USA, LLC., for sewer lining is hereby approved and accepted.

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

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

PASSED AND APPROVED this 14th day of November, 2022.

____
Matt Dolick, Acting Mayor

ATTEST:

____
City Clerk

AYES: ____

NAYES:____

ABSENT: ____

Exhibit A

Contract with Insituform Technologies USA, LLC.,

Schedule of Prices

Items	Unit	Arlington Heights	Glenview	Mount Prospect	Northbrook	Wheeling	Winnetka	Quantity Total	$ Total for LF	Total Amount
8" Cured in Place Pipe	LF	7,450	9,938	5,211	5,230	625	2,354	30,808	$ 39.06	$ 1,203,230.95
10" Cured in Place Pipe	LF	6,800	855	577		415		8,647	$ 39.85	$ 344,552.10
12" Cured in Place Pipe	LF	1,250			360	148	883	2,641	$ 47.57	$ 125,638.57
15" Cured in Place Pipe	LF	500						500	$ 69.80	$ 34,900.00
18" Cured in Place Pipe	LF			699			282	981	$ 96.45	$ 94,622.22
20" x 30" Brick	LF						258	258	$ 186.48	$ 48,111.84
21" Cured in Place Pipe	LF							-	$	$
24" Cured in Place Pipe	LF			317				317	$ 149.10	$ 47,264.70
27" Cured in Place Pipe	LF			1,125				1,125	$ 147.90	$ 166,387.50
30" Cured in Place Pipe	LF			4,789				4,789	$ 144.85	$ 693,669.89
33" Cured in Place Pipe	LF			935				935	$ 188.10	$ 175,873.50
36" Cured in Place Pipe	LF			1,396				1,396	$ 194.70	$ 271,801.20
8" Easement	LF					2,552		2,552	$ 39.85	$ 101,692.10
Heavy Cleaning	LF	4,000	1,000	1,000				6,000	$ 2.00	$ 12,000.00
Reinstatement of Service-Sanitary Sewer	Each	300	229	182	107	53	72	943	$ 105.54	$ 99,528.47
Protruding Tap Removal	Each					1		1	$ 251.50	$ 251.50
8" End Seals	Each	90				32	16	138	$ 118.37	$ 16,335.08
10" End Seals	Each	60				4		64	$ 123.62	$ 7,911.60
12" End Seals	Each	15				2	8	25	$ 148.53	$ 3,713.37
15" End Seals	Each	2						2	$ 154.50	$ 309.00
18" End Seals	Each						4	4	$ 181.40	$ 725.60
20" End Seals	Each							-	$	$
21" End Seals	Each							-	$	$
24" End Seals	Each							-	$	$
27" End Seals	Each							-	$	$
30" End Seals	Each							-	$	$
33" End Seals	Each							-	$	$
36" End Seals	Each							-	$	$
20" x 30" End Seals	Each						2	2	$ 337.80	$ 675.60
							Grand Totals	62,128	$	$ 3,449,194.78

Summary of Prices

Total Base Bid

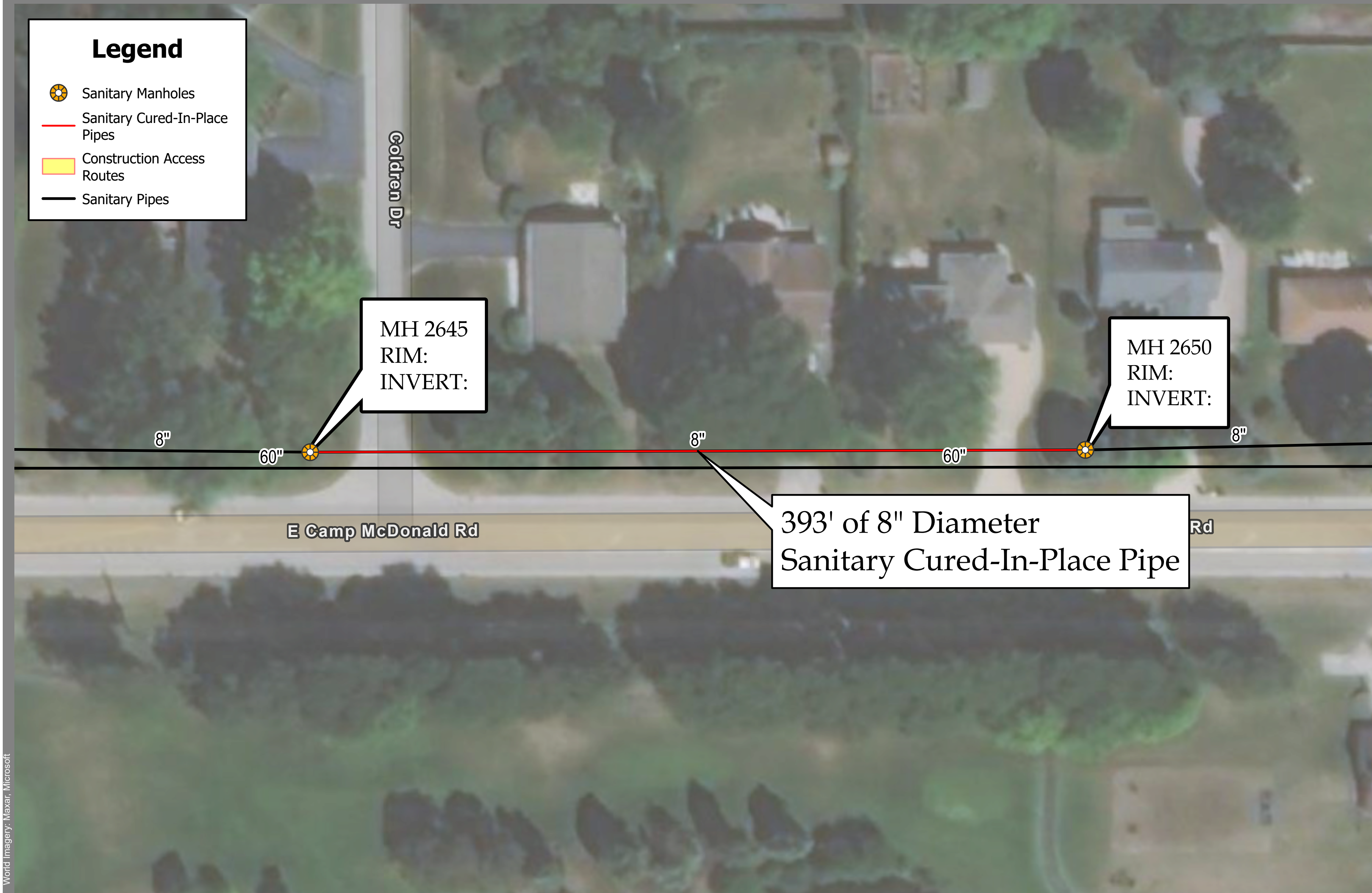
Total base bid price (The sum of extensions of the bid sheet)

Three million, four hundred forty nine thousand, one hundred ninety four Dollars and seventy eight Cents
(In Writing) (In Writing)

$3,449,194 Dollars and 78 Cents
(In Figures) (In Figures)

Submitted this 21st day of MARCH, 2022.

Updated: March 14, 2022



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Drawn By: rjoas

GHA GEWALT HAMILTON ASSOCIATES, INC.
CONSULTING ENGINEERS
www.gha-engineers.com

SITE PLAN
2022 SEWER REHABILITATION

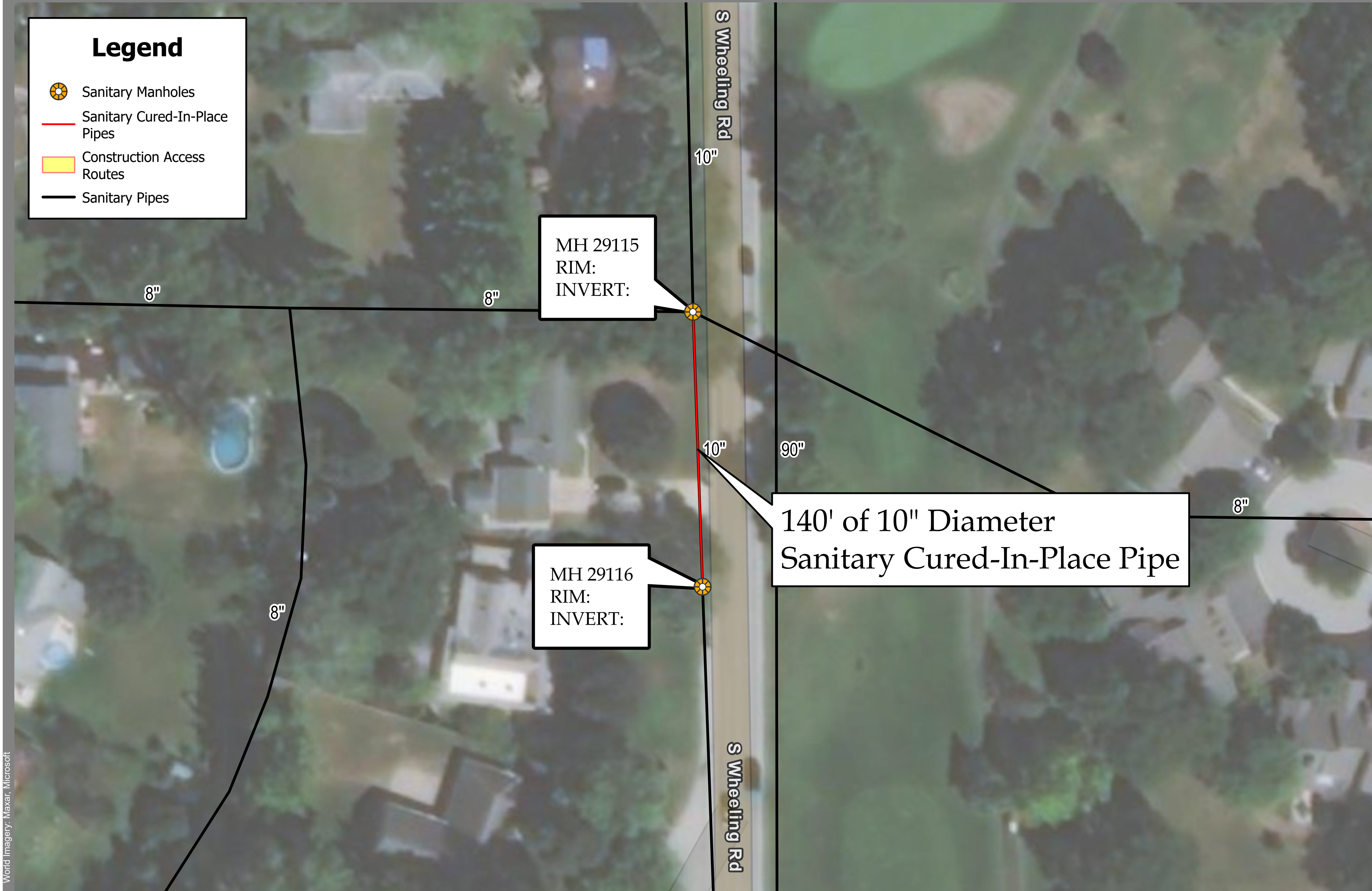
CITY OF PROSPECT HEIGHTS, ILLINOIS

1 inch = 60 Feet

N

Map Center: 87.91681°W 42.0953°N

Date: 11/4/2022 Project: 4755.074



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Drawn By: rjoas

GEWALT HAMILTON ASSOCIATES, INC.
CONSULTING ENGINEERS
www.gha-engineers.com

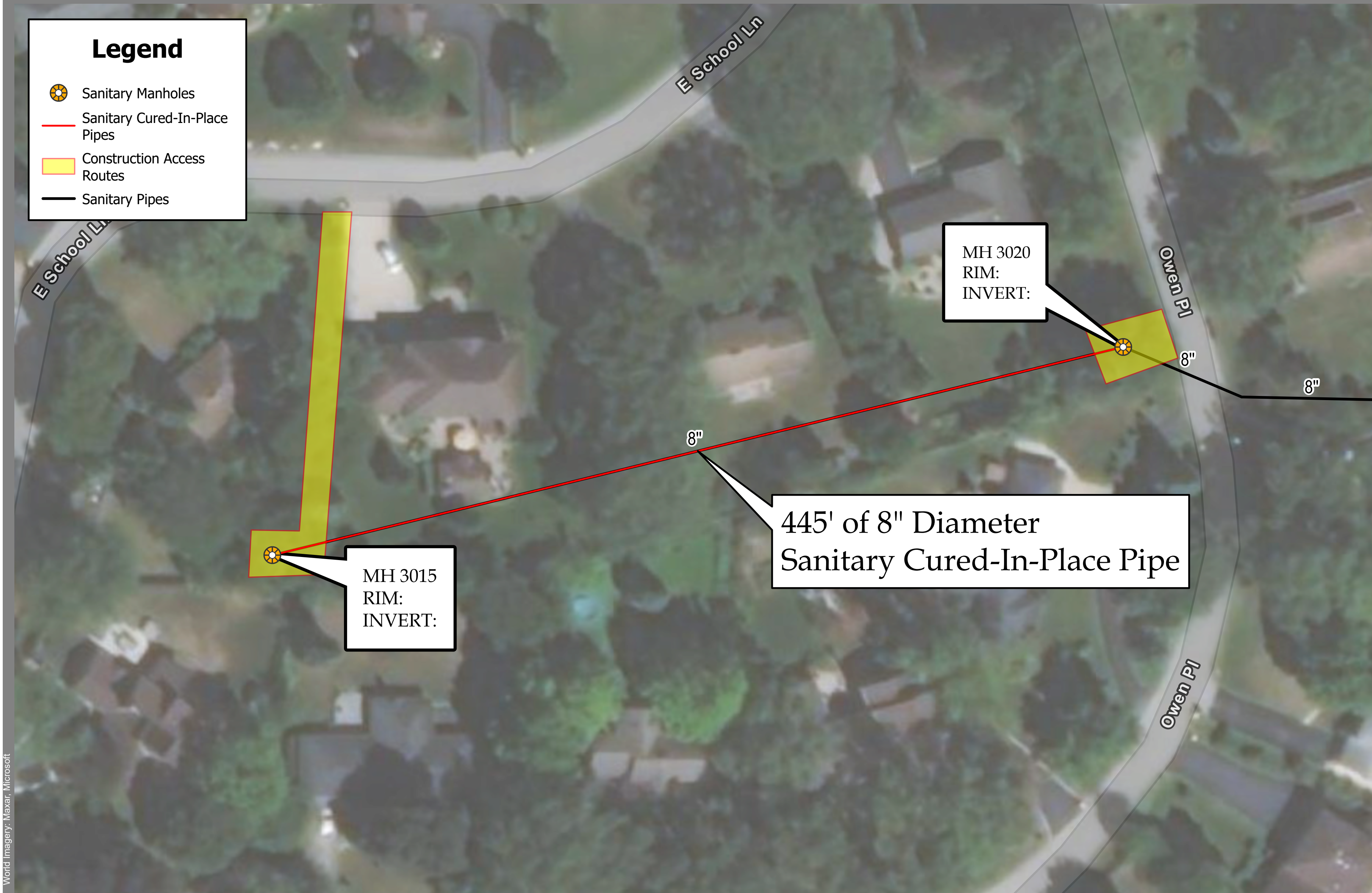
SITE PLAN
2022 SEWER REHABILITATION
CITY OF PROSPECT HEIGHTS, ILLINOIS

1 inch = 60 Feet

N

Map Center: 87.92724°W 42.09311°N

Date: 11/4/2022 Project: 4755.074



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Drawn By: rjoas

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SITE PLAN
2022 SEWER REHABILITATION
CITY OF PROSPECT HEIGHTS, ILLINOIS

1 inch = 60 Feet

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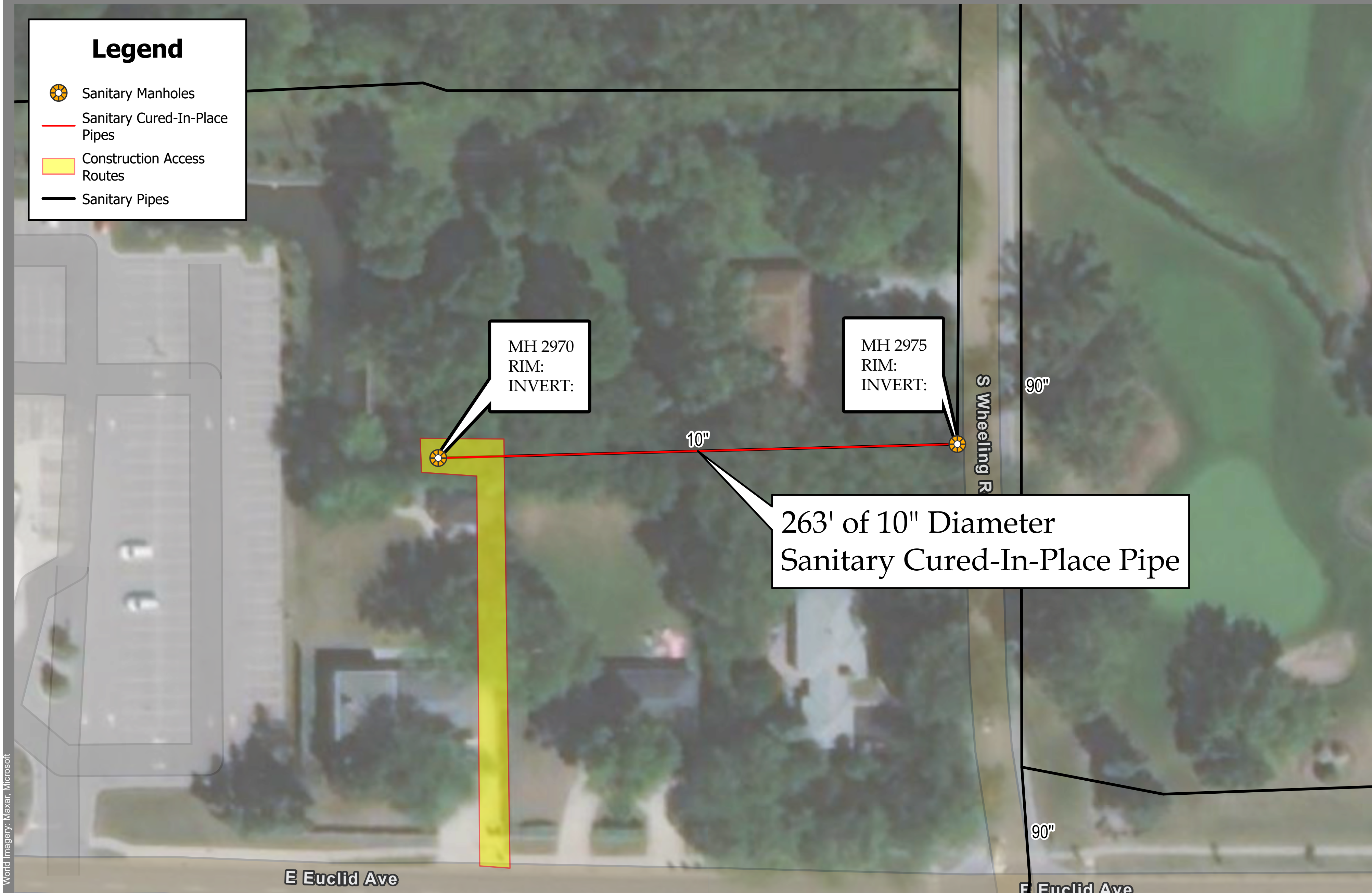
Map Center: 87.92981°W 42.09325°N

Date: 11/4/2022 Project: 4755.074



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SITE PLAN
2022 SEWER REHABILITATION
CITY OF PROSPECT HEIGHTS, ILLINOIS

1 inch = 60 Feet

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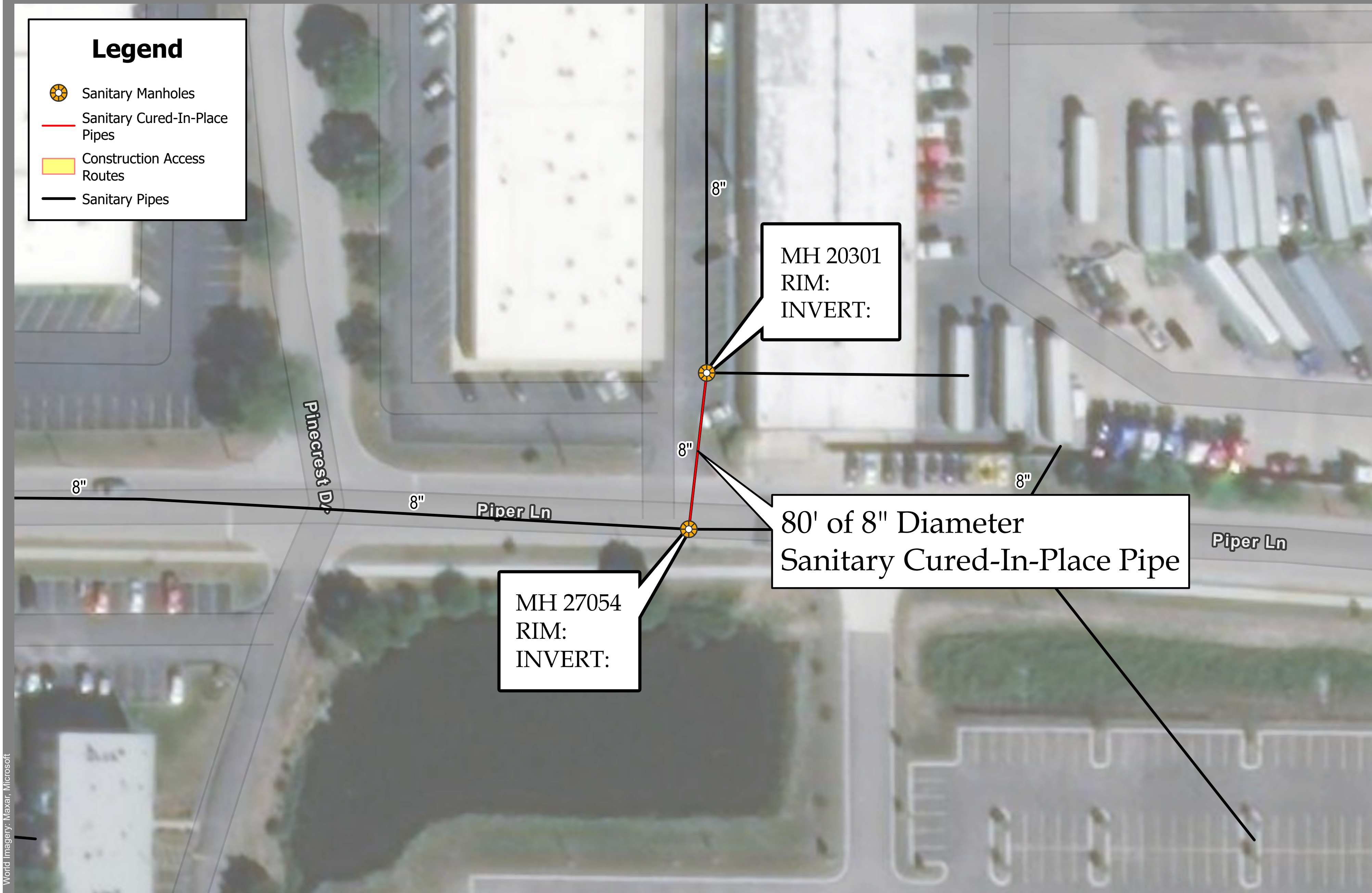
Map Center: 87.92771°W 42.08852°N

Date: 11/4/2022 Project: 4755.074



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Drawn By: rjoas

GEWALT HAMILTON ASSOCIATES, INC.
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SITE PLAN
2022 SEWER REHABILITATION
CITY OF PROSPECT HEIGHTS, ILLINOIS

1 inch = 60 Feet

N

Map Center: 87.90332°W 42.10789°N

Date: 11/4/2022 Project: 4755.074

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE PERFORMED ACCORDING TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" LATEST EDITION, THE "SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS" LATEST EDITION, THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS" LATEST EDITION, THE ILLINOIS PLUMBING CODE, THE DETAILS IN THESE PLANS, THE CONTRACT DOCUMENTS, ALL APPLICABLE REQUIREMENTS OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION, THE IEPA AND ORDINANCES OF AUTHORITIES HAVING JURISDICTION AND ALL ADDENDA THERETO.
2. EASEMENTS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE AND UTILITIES WITHIN PUBLIC RIGHTS-OF-WAY ARE SHOWN ON THE PLANS ACCORDING TO AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITY LINES AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY SO THAT THE CONFLICT MAY BE RESOLVED.
3. WHENEVER, DURING CONSTRUCTION OPERATIONS, ANY LOOSE MATERIAL IS DEPOSITED IN THE FLOW LINE OF GUTTERS, DRAINAGE STRUCTURES, DITCHES, ETC. SUCH THAT THE NATURAL FLOW LINE OF WATER IS OBSTRUCTED, THE LOOSE MATERIAL WILL BE REMOVED AT THE CLOSE OF EACH WORKING DAY. AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL DRAINAGE STRUCTURES AND FLOW LINES SHALL BE FREE FROM DIRT AND DEBRIS. THIS WORK SHALL BE CONSIDERED INCLUDED IN THE CONTRACT. THE CONTRACTOR'S FAILURE TO PROVIDE THE ABOVE WILL PRECLUDE ANY POSSIBLE ADDED COMPENSATION REQUESTED DUE TO DELAYS OR UNSUITABLE MATERIALS CREATED AS A RESULT THEREOF.
4. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS AFFECTING THEIR WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE PRIOR TO ORDERING MATERIALS. IN ADDITION, THE CONTRACTOR MUST VERIFY THE LINE AND GRADES. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONSTRUCTION PLANS, STANDARD SPECIFICATIONS AND/OR SPECIAL DETAILS, THE CONTRACTOR SHALL SECURE WRITTEN INSTRUCTION FROM THE ENGINEER PRIOR TO PROCEEDING WITH ANY PART OF THE WORK AFFECTED BY OMISSION OR DISCREPANCIES. FAILING TO SECURE SUCH INSTRUCTION, THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT HIS/HER OWN RISK AND EXPENSE AND NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR ANY COSTS INCURRED.
5. ALL PAVEMENT DIMENSIONS ARE SHOWN TO EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
6. WHERE SECTION OR SUBSECTION MONUMENTS ARE ENCOUNTERED, THE ENGINEER SHALL BE NOTIFIED BEFORE THE MONUMENTS ARE REMOVED. THE CONTRACTOR SHALL CAREFULLY PRESERVE ALL PROPERTY MARKS AND MONUMENTS UNTIL THE OWNER, AUTHORIZED SURVEYOR OR AGENT HAS WITNESSED OR OTHERWISE REFERENCED THEIR LOCATION.
7. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 72 HOURS PRIOR TO BEGINNING WORK.
8. IF DURING CONSTRUCTION THE CONTRACTOR ENCOUNTERS OR OTHERWISE BECOMES AWARE OF ANY SEWERS OR UNDERDRAINS OTHER THAN THOSE SHOWN ON THE PLANS, HE/SHE SHALL INFORM THE ENGINEER, WHO SHALL DIRECT THE WORK NECESSARY TO MAINTAIN OR REPLACE THE FACILITIES IN SERVICE AND TO PROTECT THEM FROM DAMAGE DURING CONSTRUCTION IF MAINTAINED. EXISTING FACILITIES TO BE MAINTAINED THAT ARE DAMAGED BECAUSE OF NONCOMPLIANCE WITH THIS PROVISION SHALL BE REPLACED AT THE CONTRACTOR'S OWN EXPENSE.
9. THE CONTRACTOR SHALL PROVIDE TEMPORARY TOILET FACILITIES AND HAND SANITIZING STATIONS FOR THE USE OF ALL THE CONTRACTORS PERSONNEL EMPLOYED ON THE WORK SITE. THE FACILITIES SHALL BE MAINTAINED IN PROPER SANITARY CONDITION THROUGHOUT THE PROJECT. THE LOCATION OF THE TEMPORARY FACILITIES SHALL BE APPROVED BY THE ENGINEER.
10. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE NPDES PERMIT AND SWPPP MANUAL. IF NO NPDES PERMIT OR SWPPP MANUAL IS NEEDED FOR THE PROJECT THE CONTRACTOR SHALL PERFORM SOIL EROSION SEDIMENT CONTROL BEST PRACTICES OR AS DIRECTED BY THE OWNER TO PREVENT ILLICIT DISCHARGES FROM THE SITE.

PROJECT SPECIFIC NOTES

1. THE CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS THAT INCLUDE; CRITICAL SPOT GRADES SUCH AS OVERFLOW ELEVATIONS, SPOT ELEVATIONS NEAR ENTRANCES, SPOT ELEVATIONS ALONG THE DESIGNATED ADA ROUTE, SUFFICIENT INFORMATION SUCH THAT THE ENGINEER MAY VERIFY DETENTION VOLUMES, RIM AND INVERT ELEVATIONS OF ALL SEWERS, RIM AND TOP OF PIPE ELEVATIONS OF ALL WATER MAIN, LOCATIONS OF ALL INSTALLED UNDERGROUND UTILITIES, LOCATIONS OF ALL BURIED BENDS AND FITTINGS AND ALL FIELD CHANGES FROM THE APPROVED DRAWINGS.
2. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF 12 MONTHS FROM THE DATE OF INITIAL ACCEPTANCE OF THE WORK BY THE OWNER AGAINST ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE.
3. ALL CONSTRUCTION WILL BE INSPECTED BY THE OWNER'S REPRESENTATIVE. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE MUNICIPALITY AS WELL AS THE STANDARD SPECIFICATIONS.
4. ALL PUBLIC SANITARY SEWER MAINS MUST BE ACCEPTED BY THE CITY OF PROSPECT HEIGHTS.
5. THE SEWER AND WATER CONTRACTOR SHALL BE REQUIRED TO BE LICENSED AND BONDED WITH THE CITY OF PROSPECT HEIGHTS BEFORE WORK IS STARTED.
6. CONTRACTOR SHALL NOTIFY THE CITY OF PROSPECT HEIGHTS (847-398-6070) AND THE PROJECT ENGINEER (847-478-9700) AT LEAST 72 HOURS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT.
7. THE CONTRACTOR SHALL INDEMNIFY THE OWNER, ENGINEER, THE MUNICIPALITY AND THEIR AGENTS, FROM ALL LIABILITY INVOLVED IN CONSTRUCTION, INSTALLATION AND TESTING OF THE WORK ON THIS PROJECT.
8. THE CONTRACTOR MUST CARRY INSURANCE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS. ALL OFFICIALS, EMPLOYEES AND AGENTS OF GEWALT HAMILTON ASSOCIATES MUST BE LISTED AS ADDITIONAL INSURED.
9. ALL ELEVATIONS ARE ON NAVD 88 VERTICAL DATUM.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL TRAFFIC CONTROL TO ADEQUATELY INFORM AND PROTECT THE PUBLIC OF ALL CONSTRUCTION OPERATIONS.
11. STOCKPILING MATERIAL WITHIN THE 100 YEAR FLOOD PLAIN AND OR THE FLOODWAY IS STRICTLY PROHIBITED
12. ALL SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE MOST RECENT VERSION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND ILLINOIS SUPPLEMENT OR ILLINOIS DEPARTMENT OF TRANSPORTATION DETAILS.
13. All SIGNAGE NOT ATTACHED TO SIGNAL OR LIGHTING POLES SHALL BE MOUNTED ON TELESCOPING STEEL SIGN SUPPORTS WITH BREAKAWAY BASES IN ACCORDANCE WITH SECTION 728.
14. ALL SIGNAGE SHALL HAVE TYPE ZZ SHEETING.

EROSION CONTROL NOTES

1. AT A MINIMUM, THE CONTRACTOR SHALL INSTALL AND MAINTAIN SOIL EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN THE LATEST EDITION OF THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY'S URBAN MANUAL.
2. DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS.
3. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFFSITE SEDIMENT TRACKING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING ANY ROAD OF MATERIAL THAT IS FROM THE PROJECT. THIS WILL BE DONE AT THE CLOSE OF EACH DAY OF WORK OR MORE FREQUENTLY AS FIELD CONDITIONS WARRANT.
4. ALL STORM WATER STRUCTURES WITH OPEN LIDS SHALL BE PROTECTED WITH INLET FILTER BASKETS. DURING CONSTRUCTION, SEDIMENT SHALL BE REMOVED AS NEEDED, AND BASKETS SHALL BE REPAIRED OR REPLACED AS NEEDED.
5. AFTER ACHIEVING PERMANENT VEGETATION, ALL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE REMOVED, AND THE DRAINAGE STRUCTURES SHALL BE CLEANED.
6. THE CONTRACTOR SHALL KEEP A WATER SOURCE AT THEIR DISPOSAL FOR THE PURPOSE OF WATERING DOWN SOIL ON SITE AND ADJACENT ROADWAYS WHICH OTHERWISE MAY BECOME AIRBORNE.
7. THE CONTRACTOR SHALL STABILIZE ALL IDLE, DISTURBED AREAS WITHIN SEVEN DAYS OF CESSATION OF THE CONSTRUCTION ACTIVITIES IN THAT AREA.
8. THE CONTRACTOR IS EXPRESSLY ADVISED NOT TO DISTURB AREAS WHICH ARE OUTSIDE THOSE NECESSARY TO PROVIDE THE IMPROVEMENTS AS CALLED FOR IN THE PLANS.
9. ALL EROSION CONTROL MEASURES SHALL BE REPLACED IF DAMAGED OR MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
10. ALL BYPASS CHANNELS, MUST BE CONSTRUCTED SO THAT CHANNEL FLOWS WILL NOT CAUSE EROSION OF EXCAVATED MATERIAL. IN EACH CASE A SEDIMENTATION BASIN MUST BE CONSTRUCTED SO AS TO ALLOW THE SEDIMENT TO SETTLE PRIOR TO THE DOWNSTREAM OUTLET OF THE PROJECT AREA.
11. PUMPS MAY BE USED AS BYPASS DEVICES, BUT IN NO CASE WILL THE WATER BE DIVERTED OUTSIDE THE PROJECT LIMIT. ALL PUMPED WATER SHALL BE FREE OF SILT. PUMPING MAY REQUIRE THE USE OF A SEDIMENT CONTAINMENT FILTER BAG AND OTHER SUPPLEMENTAL SEDIMENT CONTROL MEASURES.
12. CONCRETE WASHOUT FACILITIES SHALL BE MADE AVAILABLE IF NEEDED, AND PROPERLY MAINTAINED THROUGHOUT THE PROJECT.
13. PROPERLY MANAGE ALL MATERIAL STORAGE AREAS, PORTABLE TOILETS, AND EQUIPMENT FUELING, CLEANING, AND MAINTENANCE AREAS TO ENSURE THESE AREAS ARE FREE OF SPILLS, LEAKS, OR OTHER POTENTIAL POLLUTANTS.
14. WASTE, CONSTRUCTION DEBRIS, AND BUILDING MATERIALS SHALL BE COLLECTED AND PLACED IN APPROVED RECEPTACLES.

City of Prospect Heights

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

November 1, 2022

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

Re: Public Works Fuel Storage Tank Replacement
Bid Recommendation

Dear Mr. Wade:

The City received two bids for this project on October 27, 2022, at 11:00 AM. We have reviewed all bids and the bid price extensions. The bids ranged from \$245,808.00 to \$248,648.00. The engineer's opinion of probable cost was \$321,326.00. A detailed tabulation of all bids is attached.

The low bid of \$245,808.00 was received from Crowne Industries, Ltd. Crowne Industries, Ltd., has worked on many similar projects in other municipalities and we are confident they have the experience to successfully complete this complicated project.

We recommend award of the contract to Crowne Industries, Ltd., at the unit prices bid and an estimated total cost of \$245,808.00. We further recommend that the Council allow for a 10% contingency for unforeseen underground conditions that may arise during construction.

Please feel free to contact me with any questions or comments.

Sincerely,

Daniel J. Strahan, P.E., CFM
City Engineer

cc: Mark Roscoe, PW Director
Brian Sears, GHA

RESOLUTION NO. R-22-40

A Resolution Accepting Bid and Authorizing Contract Award with Crowne Industries, Ltd. for the Public Works Fuel Tank Replacement

WHEREAS, the Public Works fuel storage tank is over 30 years old and is past its useful life; and

WHEREAS, The City of Prospect Heights posted a bid and two responses for the tank replacement project were received, with Crowne Industries, Ltd. submitting the lowest responsible bid for an estimated cost of $245,808; and

WHEREAS, the City Engineer and City Staff assessed the replacement to cost considerably higher, Staff is recommending Council allow for a 10% contingency for unforeseen underground conditions that may arise during construction ($245,808 + $24,580.80 = $270,388.80);

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

Section One: That the Bids and Staff recommendation (attached hereto as Exhibit A) for the Public Works fuel tank replacement is hereby approved and accepted.

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

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

PASSED AND APPROVED this 14th day of November, 2022

____
Matt Dolick, Acting Mayor

ATTEST:

____
City Clerk

AYES: ____

NAYES: ____

ABSENT: ____

Exhibit A

Bid Results for Public Works Fuel Storage Tank Replacement

GEWALT HAMILTON ASSOCIATES, INC.

Client:	City of Prospect Heights	**Bid Opening Date:**	10/27/2022
Project:	Public Works Fuel Storage Tank Replacement	**Bid Opening Time:**	11:00 AM
GHA Project No:	4755.075	**Bid Opening Location:**	Prospect Heights City Hall
Project Manager:	Dan Strahan		

				Engineer's Estimate of Probable Cost		***BID TABULATION***			
						Crowne Industries, Ltd.		***Stenstrom Petroleum Services Group***	
Item No.	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOBILIZATION	1	L SUM	$3,500.00	$3,500.00	$3,000.00	$3,000.00	$2,500.00	$2,500.00
2	PCC PAVEMENT REMOVAL	120	SY	$15.00	$1,800.00	$33.00	$3,960.00	$18.00	$2,160.00
3	PCC PAVEMENT, 8"	112	SY	$90.00	$10,080.00	$250.00	$28,000.00	$145.00	$16,240.00
4	PCC MEDIAN PAVEMENT, 5"	6	SY	$85.00	$510.00	$1,650.00	$9,900.00	$125.00	$750.00
5	PCC VERITCAL CURB, 6"	42	FT	$30.00	$1,260.00	$59.00	$2,478.00	$52.00	$2,184.00
6	AGGREGATE BASE COURSE, TY B, 6"	112	SY	$10.00	$1,120.00	$12.00	$1,344.00	$14.00	$1,568.00
7	AGGREGATE BASE COURSE, TY B, 4"	8	SY	$7.00	$56.00	$12.00	$96.00	$12.00	$96.00
8	PERIMETER EROSION BARRIER	70	FT	$3.00	$210.00	$20.00	$1,400.00	$18.00	$1,260.00
9	INLET FILTER	2	EA	$120.00	$240.00	$100.00	$200.00	$250.00	$500.00
10	EROSION CONTROL BLANKET	40	SY	$1.25	$50.00	$15.00	$600.00	$10.00	$400.00
11	FUEL TANK REMOVAL AND REPLACEMENT	1	L SUM	$300,000.00	$300,000.00	$194,830.00	$194,830.00	$220,690.00	$220,690.00
12	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	1	L SUM	$2,500.00	$2,500.00	$0.00	$0.00	$300.00	$300.00
	Total Base Bid				**$321,326.00**		**$245,808.00**		**$248,648.00**

City Council Meeting Agenda Item

Meeting Date:	November 14, 2022
Item:	Request for permission to conduct several prescribed burns in the fall of 2022 and spring of 2023 in Prospect Heights.
Action:	We would like the City to make the motion and approve the prescribed burns.
Staff Contact:	Agnes Wojnarski, Dana Sievertson

Purpose:

The purpose of a controlled burn is to manage the natural areas of Prospect Heights. Burning is the most important tool in the restoration tool box. It is the single most effective tool for removal of invasive buckthorn re-sprouts and other invasive woody vegetation and fire intolerant species. Burning saves countless hours of volunteer labor, while promoting strong new growth of fire tolerant native plants. Burning is necessary to achieve a healthy, biodiverse habitat and is widely conducted across Cook County and the United States.

Background:

PHNRC has conducted prescribed burns in Prospect Heights since 2016 without incident. The Burn crew is headed by PHNRC Chairperson and Burn Boss Agnes Wojnarski, a veteran of 80 plus burns and S-130 and S-190 certified. She will construct the burn plans, oversee the conditions and run the burn crew. The burn crew will consist of 6 PHNRC Commissioners and certified former interns. All of the crew members have completed Chicago Wilderness Burn Crew training and are certified burn crew. The NRC supplies all the necessary burn safety equipment.

The proposed burns are small with no logistical problems. They will take place somewhere in-between November 16th and December 31st. This year, we are also looking to burn the cattails at the Slough in winter. WDNR has permitted and championed the idea for some time in Wisconsin and it does make sense as access is easier on ice. All burns are dependent on weather and ground conditions at burn time so it is expected that a window of 2-3 days will be about as much advance notice that can be given. If favorable conditions do not present for a given burn, there will be no burn of that area. Safety and control are the only important matters. The EPA burn permit was approved on September 2nd, 2022 and is good until September 2nd, 2023.

As of this request the fuels are still green in many places, making it very hard to present a concrete timeline. The decision on what to burn starts with the condition of the fuel at each site, concern for wildlife and insects then finally weather conditions at the time of the burn. Hard frost will get the fuel ready which is in about a week. We anticipate a small percentage of the burns will happen in the fall and winter with the bulk happening in the spring.

PHNRC will work with Peter Falcone of the City Administrators office to keep residents informed and up to date. The NRC will also keep the Police and Fire Departments informed.

Financial Impact:

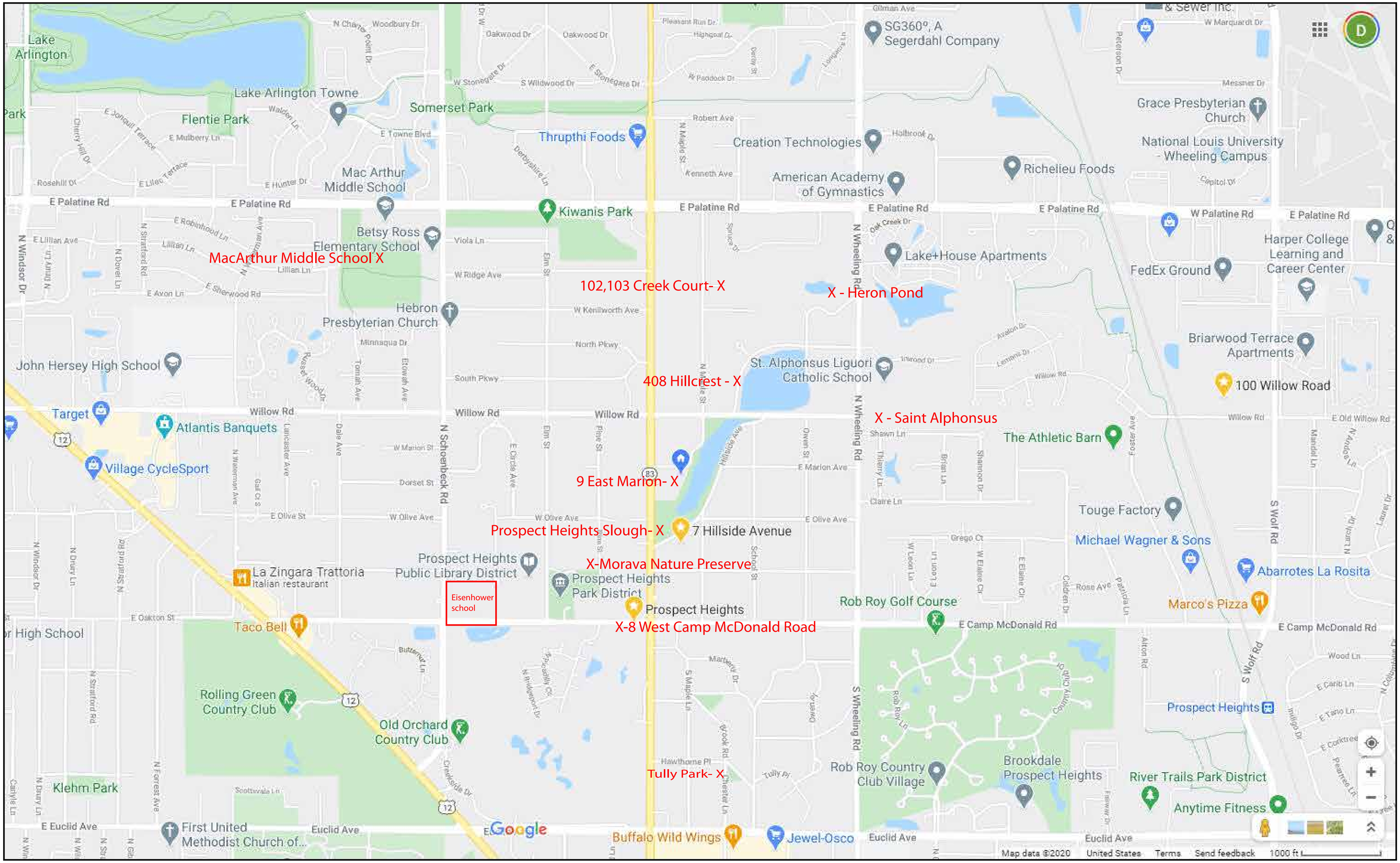
There is no expense to the city. PHNRC is all volunteer organization and have covered their expenses outside of their budget.

Recommendations:

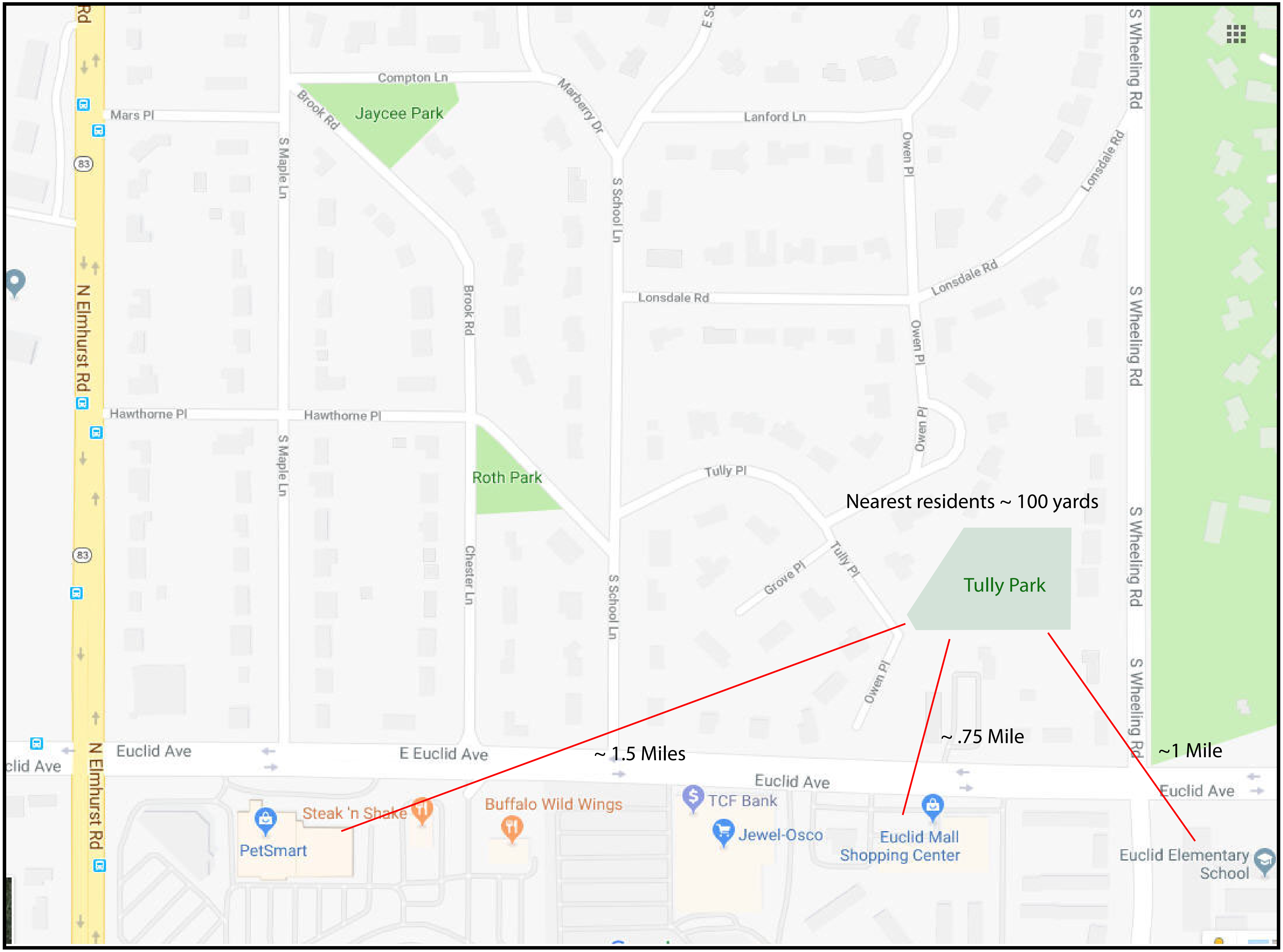
Approve this burn.

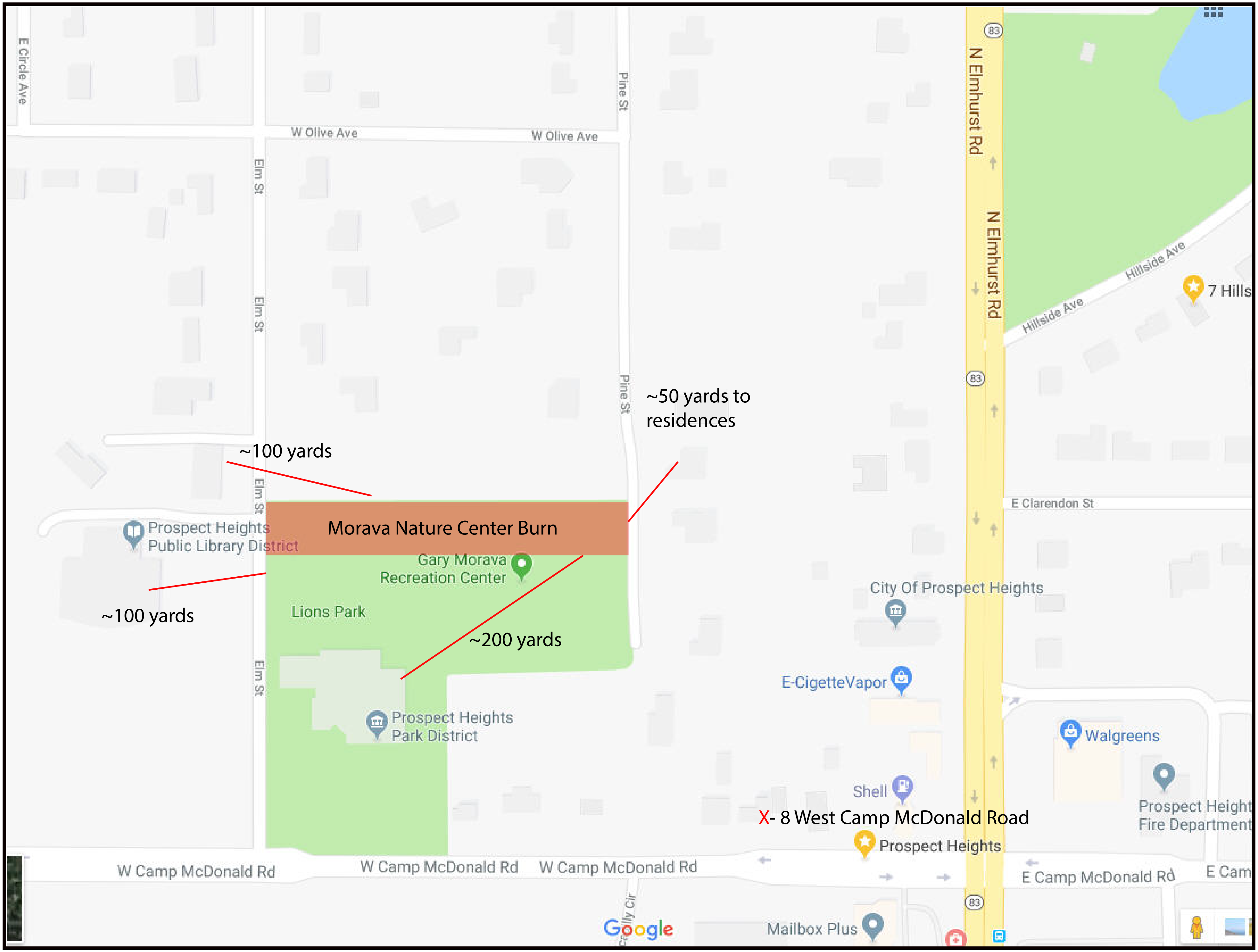
Attachments:

Burn area maps for fall 2022-2023

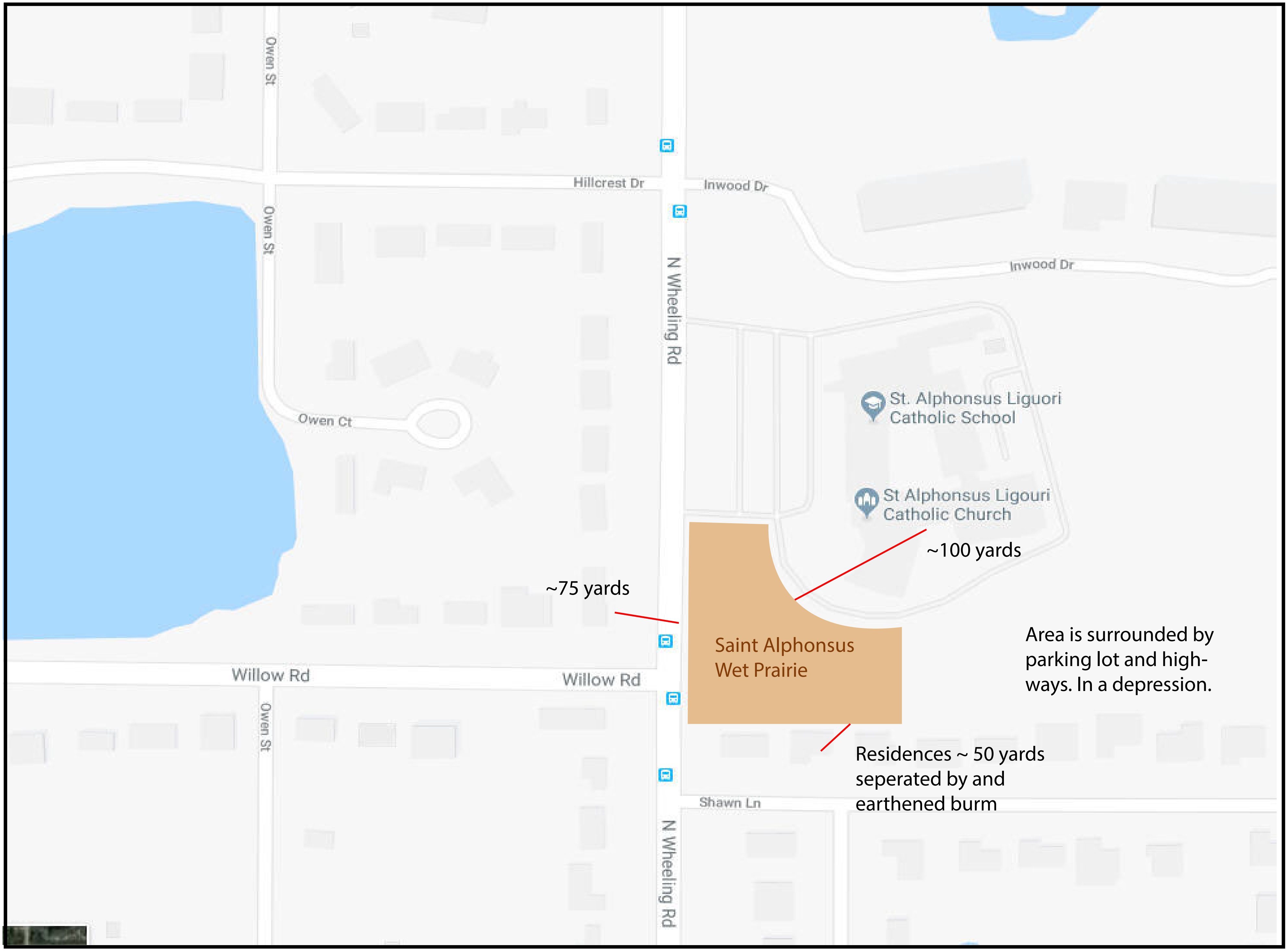


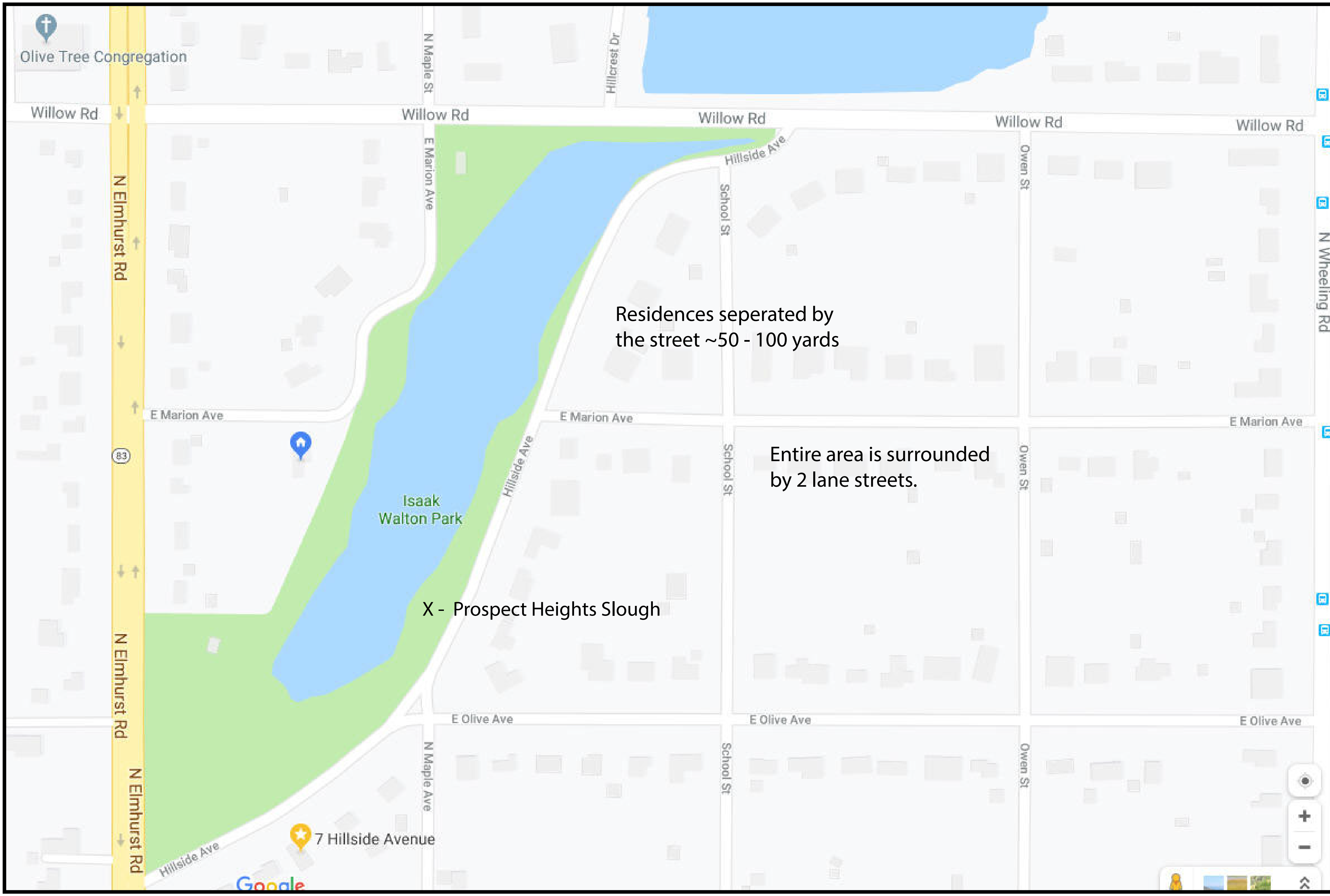
Prospect Heights Natural Resources Commission - Prescribed burns 2022 - 2023- Overall View general area


Compton Ln
Jaycee Park
Brook Rd
Mars Pl
Marberry Dr
Lanford Ln
S Wheeling Rd
Owen Pl
Lonsdale Rd
S Maple Ln
S School Ln
Brook Rd
N Elmhurst Rd
83
Hawthorne Pl
Hawthorne Pl
Roth Park
Tully Pl
Nearest residents ~ 100 yards
Tully Park
Grove Pl
Tully Pl
Chester Ln
Owen Pl
~ .75 Mile
~1 Mile
~ 1.5 Miles
Euclid Ave
E Euclid Ave
Euclid Ave
Euclid Ave
Steak 'n Shake
Buffalo Wild Wings
TCF Bank
Jewel-Osco
PetSmart
Euclid Mall
Shopping Center
Euclid Elementary
School

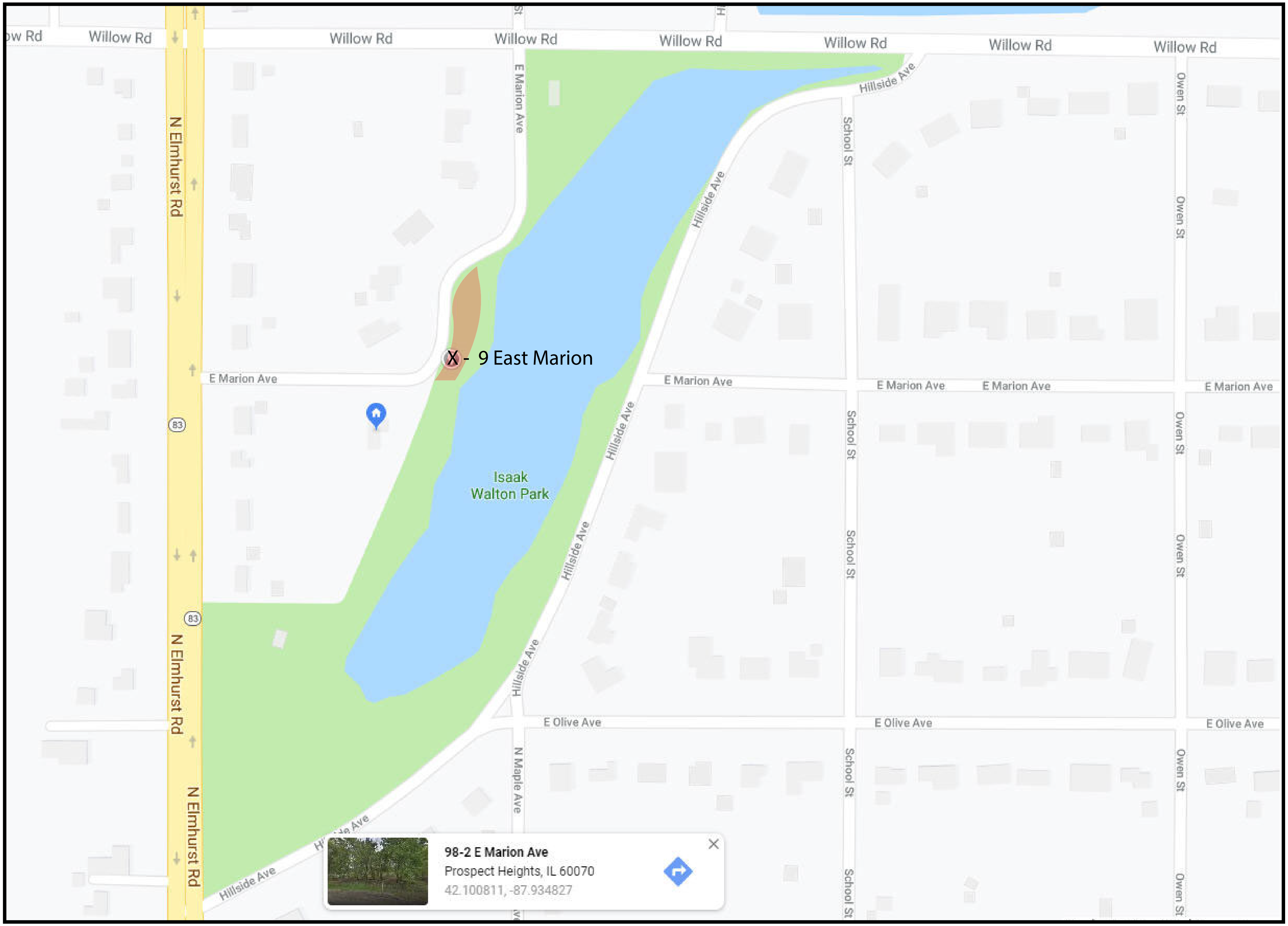

E Circle Ave
W Olive Ave
W Olive Ave
Pine St
Elm St
Elm St
N Elmhurst Rd
N Elmhurst Rd
83
Hillside Ave
Hillside Ave
7 Hills
~50 yards to
residences
~100 yards
Elm St
Morava Nature Center Burn
Prospect Heights
Public Library District
Gary Morava
Recreation Center
Lions Park
~100 yards
~200 yards
E Clarendon St
City Of Prospect Heights
E-CigetteVapor
Elm St
Prospect Heights
Park District
Walgreens
Shell
X- 8 West Camp McDonald Road
Prospect Heights
Fire Department
Prospect Heights
W Camp McDonald Rd
W Camp McDonald Rd
W Camp McDonald Rd
E Camp McDonald Rd
Mailbox Plus
Google

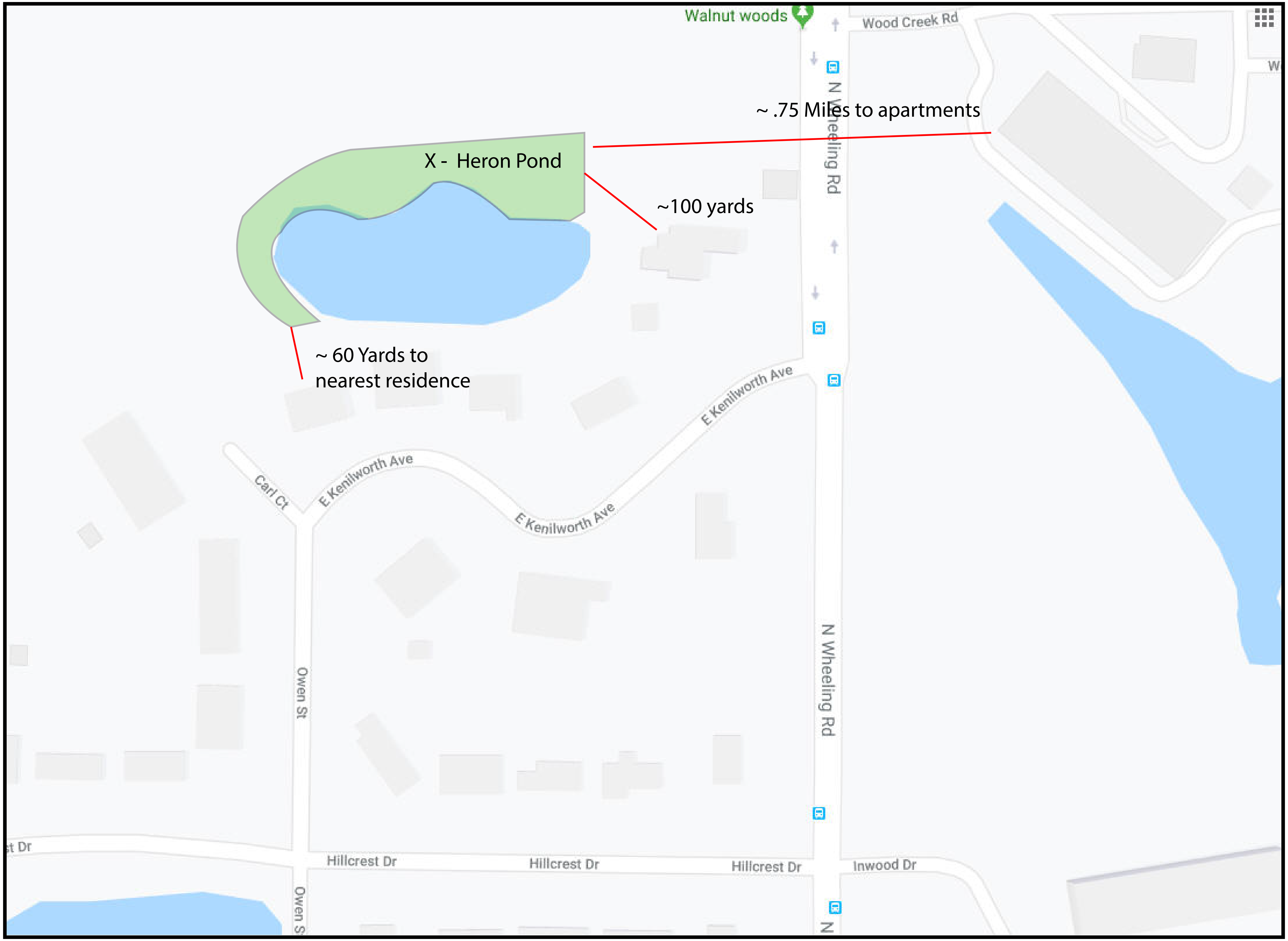

Burn area is ~100 yards
from any residence.
X
408 Hillcrest
Prairie
Hillcrest Dr
Hill Ct
Owen St
Owen Ct
N Maple St
N Wheeling Rd
Willow Rd
Hillside Ave
School St
E Marion Ave

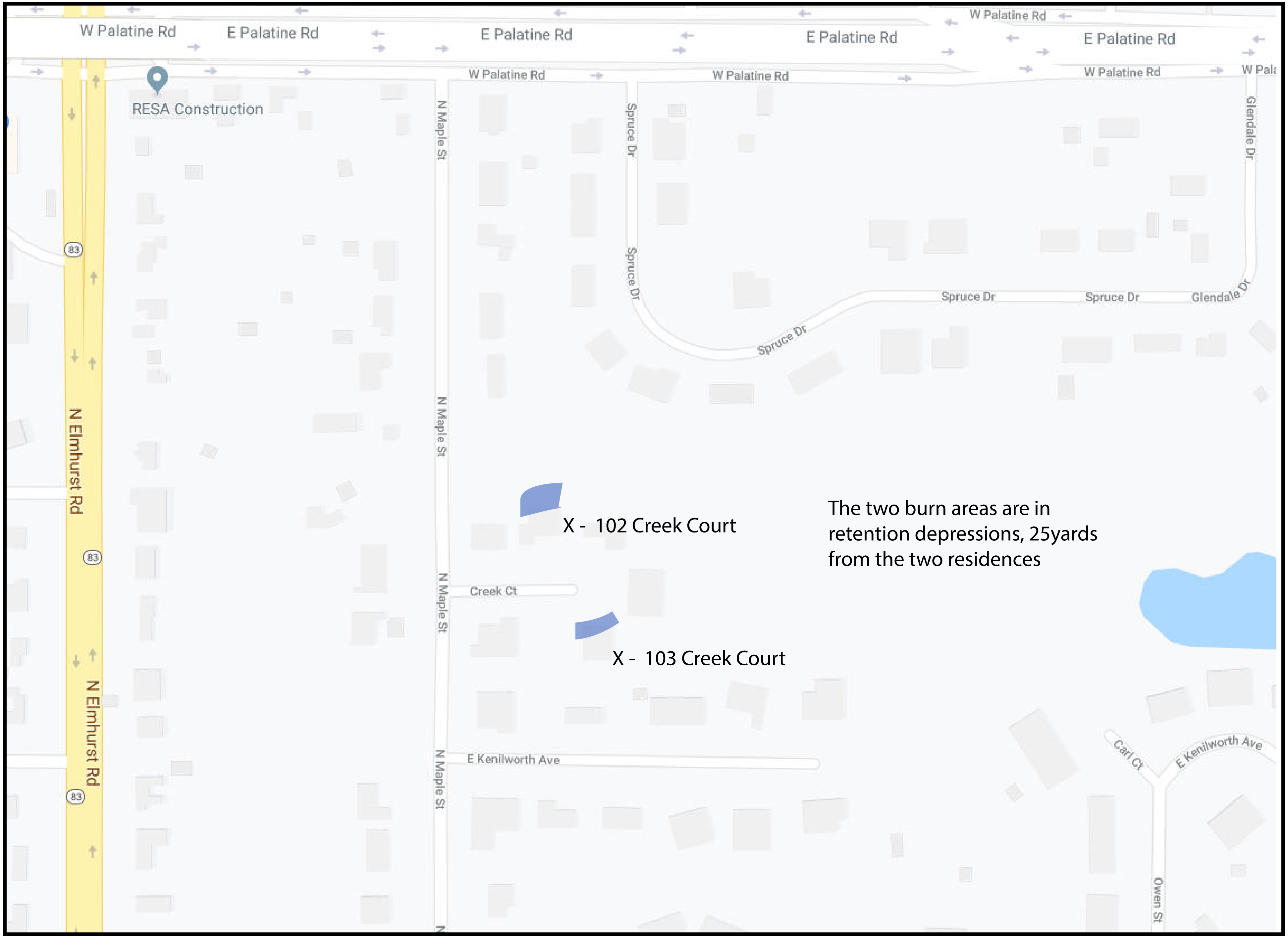

Owen St
Hillcrest Dr
Inwood Dr
Inwood Dr
N Wheeling Rd
Owen St
Owen Ct
St. Alphonsus Liguori
Catholic School
St Alphonsus Ligouri
Catholic Church
~100 yards
~75 yards
Saint Alphonsus
Wet Prairie
Area is surrounded by
parking lot and high-
ways. In a depression.
Willow Rd
Willow Rd
Owen St
Residences ~ 50 yards
seperated by and
earthened burm
Shawn Ln
N Wheeling Rd



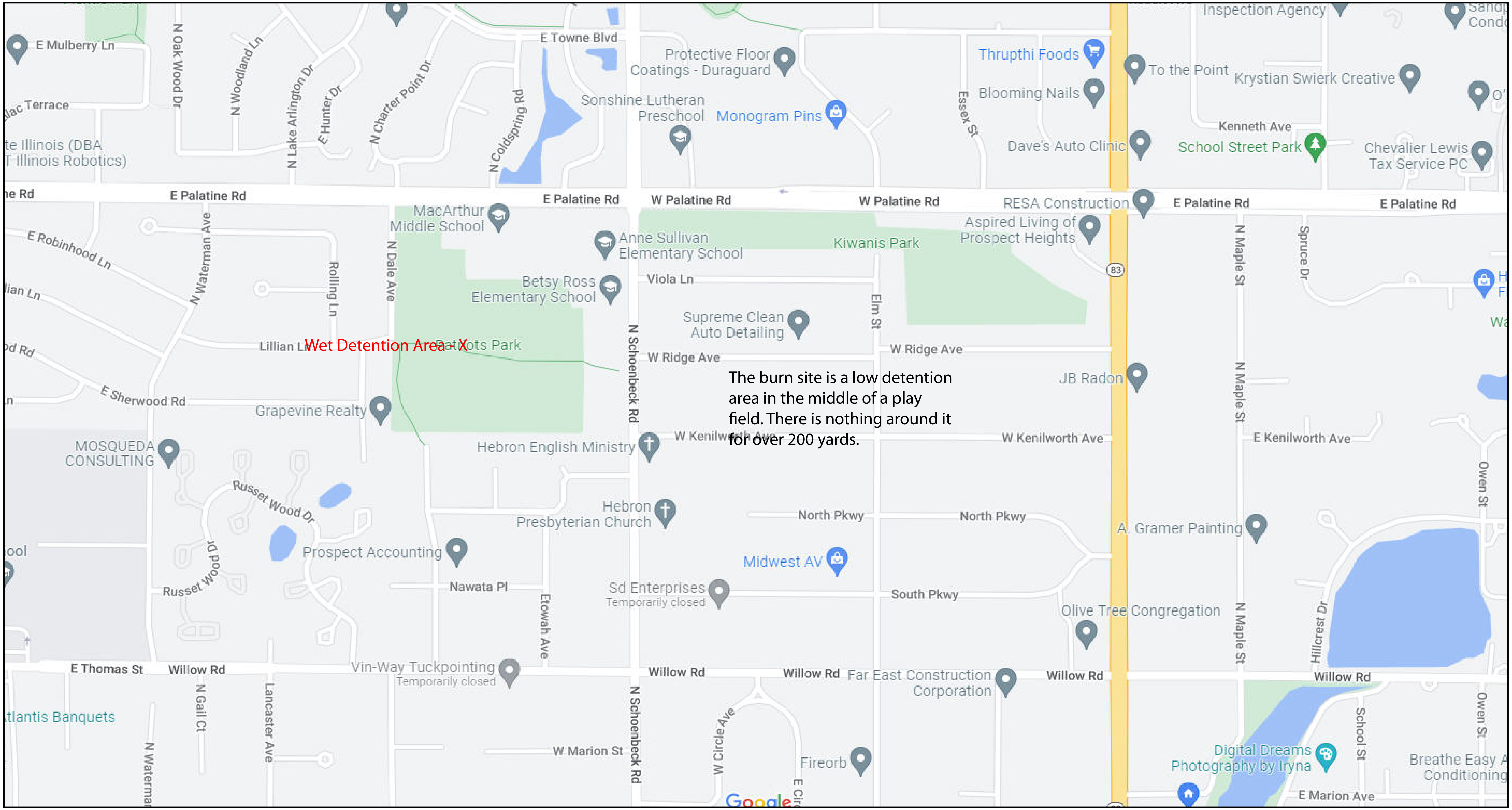
Olive Tree Congregation
Willow Rd
N Maple St
Hillcrest Dr
N Elmhurst Rd
E Marion Ave
Hillside Ave
School St
Owen St
N Wheeling Rd
Residences seperated by
the street ~50 - 100 yards
Entire area is surrounded
by 2 lane streets.
83
Isaak
Walton Park
X - Prospect Heights Slough
E Olive Ave
N Maple Ave
7 Hillside Avenue
Google


Willow Rd
N Elmhurst Rd
E Marion Ave
X - 9 East Marion
Isaak
Walton Park
Hillside Ave
School St
Owen St
E Olive Ave
N Maple Ave
98-2 E Marion Ave
Prospect Heights, IL 60070
42.100811, -87.934827


Walnut woods
Wood Creek Rd
~ .75 Miles to apartments
X - Heron Pond
~100 yards
N Wheeling Rd
~ 60 Yards to
nearest residence
E Kenilworth Ave
Carl Ct
E Kenilworth Ave
E Kenilworth Ave
Owen St
N Wheeling Rd
Hillcrest Dr
Hillcrest Dr
Hillcrest Dr
Inwood Dr



W Palatine Rd
E Palatine Rd
E Palatine Rd
E Palatine Rd
W Palatine Rd
E Palatine Rd
W Palatine Rd
W Palatine Rd
W Palatine Rd
RESA Construction
N Maple St
Spruce Dr
Glendale Dr
Spruce Dr
Spruce Dr
Glendale Dr
Spruce Dr
N Elmhurst Rd
83
X - 102 Creek Court
The two burn areas are in retention depressions, 25yards from the two residences
Creek Ct
X - 103 Creek Court
E Kenilworth Ave
Carl Ct
E Kenilworth Ave
Owen St


E Mulberry Ln
lac Terrace
te Illinois (DBA
T Illinois Robotics)
N Oak Wood Dr
N Woodland Ln
N Lake Arlington Dr
E Hunter Dr
N Charter Point Dr
N Coldspring Rd
E Towne Blvd
Protective Floor
Coatings - Duraguard
Sonshine Lutheran
Preschool
Monogram Pins
Essex St
Thrupthi Foods
Blooming Nails
Dave's Auto Clinic
To the Point
Krystian Swierk Creative
Inspection Agency
Kenneth Ave
School Street Park
Chevalier Lewis
Tax Service PC
ne Rd
E Palatine Rd
E Palatine Rd
W Palatine Rd
W Palatine Rd
RESA Construction
E Palatine Rd
E Palatine Rd
E Robinhood Ln
N Waterman Ave
Rolling Ln
N Dale Ave
MacArthur
Middle School
Anne Sullivan
Elementary School
Kiwanis Park
Aspired Living of
Prospect Heights
83
N Maple St
Spruce Dr
Betsy Ross
Elementary School
Viola Ln
Elm St
Supreme Clean
Auto Detailing
Lillian Ln
Wet Detention Area - X
Patriots Park
N Schoenbeck Rd
W Ridge Ave
W Ridge Ave
The burn site is a low detention
area in the middle of a play
field. There is nothing around it
for over 200 yards.
JB Radon
E Sherwood Rd
Grapevine Realty
MOSQUEDA
CONSULTING
Hebron English Ministry
W Kenilworth Ave
W Kenilworth Ave
E Kenilworth Ave
Owen St
Russet Wood Dr
Hebron
Presbyterian Church
North Pkwy
North Pkwy
A. Gramer Painting
Prospect Accounting
Midwest AV
Russet Wood Dr
Nawata Pl
Etowah Ave
Sd Enterprises
Temporarily closed
South Pkwy
Olive Tree Congregation
Hillcrest Dr
E Thomas St
Willow Rd
Vin-Way Tuckpointing
Temporarily closed
Willow Rd
Willow Rd
Far East Construction
Corporation
Willow Rd
Willow Rd
tlantis Banquets
N Gail Ct
Lancaster Ave
N Waterman
W Marion St
N Schoenbeck Rd
W Circle Ave
Fireorb
Digital Dreams
Photography by Iryna
School St
Owen St
Breathe Easy
Conditioning
E Marion Ave
Google

The City of Prospect Heights

To: Mayor Dolick and Members of the City Council

From: Joe Wade, City Administrator

Subject: Resolution Authorizing the City of Prospect Heights to Purchase the Parcel at 214 S. Wheeling, Prospect Heights, IL 60070 in Conjunction with the Metropolitan Water Reclamation District's Flood Prone Property Acquisition Program

Date: November 9, 2022

Background
The City Council previously authorized participation in the MWRD's Flood- Prone Property Acquisition Program for the specific purchase of qualifying property at 214 S. Wheeling. The Flood-Prone Property Acquisition Program provides for intergovernmental agreements with municipalities and townships, for the acquisition of specific flood-prone structures. A competitive and ranked application process awards process qualifies properties for this program throughout the MWRD jurisdiction.

The 214 S. Wheeling property has experienced five flooding events from Tully Creek resulting in structural damage.

The property is adjacent to Tully Park. As Tully Park has very limited access, it has been a long-time goal of the Prospect Heights Park District to develop a more visible and accessible entryway to the Park. Because the purchase of 214 S. Wheeling also presents an opportunity to access and expand Tully Park, the Prospect Heights Park District has provided a letter of intent for transfer of the property to the Park District and reimbursement of costs.

Within this past month, the property owner, and City, through prescribed MWRD purchasing rules including comparative appraisals, came to agreement on the sale of the property and established closing procedures. A short-term lease for the convenience of the citizen to facilitate moving has also been addressed and is recommended.

The agreed price is $365,000, of which the MWRD will pay 96 per cent.

MWRD requires the structures of the property to be removed and places a deed restriction to ensure perpetual open-space use and maintenance of the property.

As the participatory applicant, City responsibilities involve the management of the acquisition process, including: acquire comparative appraisals; utilize an agent to negotiate a purchase; coordinate and manage closing for the accepted offer; seek reimbursement from the MWRD; and coordinate structure demolition and property restoration.

Analysis

This proposed purchase offers benefits to our community. It provides compensation and relief to the homeowner, who has suffered repetitive losses. Importantly, it also provides a visible and accessible public access point to Tully Park, and additional parkland. Without the assistance of the MWRD Flood-Prone Properties Program, it is arguable whether the City and Park District could undertake this improvement.

Recommendation

Earlier City Council authorization was obtained to participate in this program. Staff recommends the purchase of the property and associated short-term lease agreement with the citizen.

RESOLUTION NO. R-22-42

RESOLUTION AUTHORIZING THE CITY OF PROSPECT HEIGHTS TO PURCHASE THE PARCEL AT 214 S. WHEELING, PROSPECT HEIGHTS, IL 60070 IN CONJUNCTION WITH THE METROPOLITAN WATER RECLAMATION DISTRICT'S FLOOD PRONE PROPERTY ACQUISITION PROGRAM

Whereas, the City Council of Prospect Heights previously authorized participation in the MWRD's Flood-Prone Property Acquisition Program for the specific purchase of qualifying property at 214 S. Wheeling; and,

Whereas, the purchase of the property enables community benefit including the removal of property from the floodplain which has experienced structural flood damage five times and the reuse of the property by the Prospect Heights Park District to provide improved access and addition to Tully Park; and,

Whereas, the City of Prospect Heights has followed prescribed rules by the MWRD for the purchase of 214 S. Wheeling and has established a contractual agreement with the owner of a sale amount of $365,000 with reimbursement from the MWRD as provided by program rules; and

Whereas, in order to meet MWRD program deadlines for 2022 and also accommodate the relocation of the property owner, the City is providing for a property purchase in 2022 and short-term lease to the resident; and,

Whereas, without the assistance of the MWRD Flood-Prone Property Purchase Program, it would be challenging for the City to remove this structure from the floodplain and for the Park District to obtain the site for the improvement of Tully Park.

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

Section One: The contract proposal for the purchase of 214 S. Wheeling and temporary lease to the resident is hereby approved and accepted with the purchase price of $365,000.

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

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

Passed and approved this 14th day of November, 2022

____
Matthew Dolick, Mayor

Attest:

____
Deputy City Clerk

Ayes: ____

Nays: ____

Absent: ____

MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0

1. THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties."
Buyer Name(s) *[PLEASE PRINT]* **City of Prospect Heights, Illinois**
Seller Name(s) *[PLEASE PRINT]* **Nancy J. Lutton Trust**
If Dual Agency applies, check here ☐ and complete Optional Paragraph 29.

2. THE REAL ESTATE: Real Estate is defined as the property, all improvements, the fixtures and Personal Property included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with approximate lot size or acreage of **100x207.4x100x208.5** commonly known as:

214 S. Wheeling Rd		**Prospect Heights**	**IL**	**60070**	
Address	Unit # (If applicable)	City	State	Zip	County

Permanent Index Number(s): **03-27-216-018-0000** ☐ Single Family Attached ☑ Single Family Detached ☐ Multi-Unit
If Designated Parking is Included: # of space(s) ______; identified as space(s) # ______; location ________
[CHECK TYPE] ☐ deeded space, PIN: ____________ ☐ limited common element ☐ assigned space.
If Designated Storage is Included: # of space(s) ______; identified as space(s) # ______; location ________
[CHECK TYPE] ☐ deeded space, PIN: ____________ ☐ limited common element ☐ assigned space.

3. FIXTURES AND PERSONAL PROPERTY AT NO ADDED VALUE: All of the fixtures and included Personal Property are owned by Seller and to Seller's knowledge are in operating condition on Date of Acceptance, unless otherwise stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing, and well systems together with the following items at no added value by Bill of Sale at Closing *[CHECK OR ENUMERATE APPLICABLE ITEMS]*:

X_ Refrigerator	_ Wine/Beverage Refrigerator	X_ Light Fixtures, as they exist	_ Fireplace Gas Log(s)
X_ Oven/Range/Stove	_ Sump Pump(s)	X_ Built-in or attached shelving	_ Smoke Detectors
_ Microwave	X_ Water Softener (unless rented)	X_ All Window Treatments & Hardware	_ Carbon Monoxide Detectors
X_ Dishwasher	X_ Central Air Conditioning	_ Satellite Dish	_ Invisible Fence System, Collar & Box
_ Garbage Disposal	_ Central Humidifier	_ Wall Mounted Brackets (AV/TV)	_ Garage Door Opener(s) with all Transmitters
_ Trash Compactor	_ Central Vac & Equipment	_ Security System(s) (unless rented)	
X_ Washer	_ All Tacked Down Carpeting	_ Intercom System	_ Outdoor Shed
X_ Dryer	X_ Existing Storms & Screens	_ Electronic or Media Air Filter(s)	_ Outdoor Playset(s)
_ Attached Gas Grill	_ Window Air Conditioner(s)	_ Backup Generator System	_ Planted Vegetation
X_ Water Heater	_ Ceiling Fan(s)	_ Fireplace Screens/Doors/Grates	_ Hardscape

Other Items Included at No Added Value: ____________
Items Not Included: ____________
Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in operating condition at Possession except: ____________.
A system or item shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.
If Home Warranty applies, check here ☐ and complete Optional Paragraph 32.

4. PURCHASE PRICE AND PAYMENT: The Purchase Price is $ **365,000**. After the payment of Earnest Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in "Good Funds" as defined by law.

a) **CREDIT AT CLOSING:** *[IF APPLICABLE]* Provided Buyer's lender permits such credit to show on the final settlement statement or lender's closing disclosure, **and if not, such lesser amount as the lender permits,** Seller agrees to credit $ ________ to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

b) **EARNEST MONEY:** Earnest Money of $ **0** shall be tendered to Escrowee on or before ____ Business Days after Date of Acceptance. Additional Earnest Money, if any, of $ ________ shall be tendered by ________, 20___. Earnest Money shall be held in trust for the mutual benefit of the Parties by

[CHECK ONE]: ☐ Seller's Brokerage; ☐ Buyer's Brokerage; ☐ As otherwise agreed by the Parties, as "Escrowee." **In the event the Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 26.**

c) **BALANCE DUE AT CLOSING:** The Balance Due at Closing shall be the Purchase Price, plus or minus prorations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing.

5. **CLOSING:** Closing shall be on Nov. 29, 20 22 or at such time as mutually agreed by the Parties in writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its issuing agent that will issue the Owner's Policy of Title Insurance, whichever is situated nearest the Real Estate.

6. **POSSESSION:** Unless otherwise provided in Optional Paragraph 35, Seller shall deliver possession to Buyer at Closing. Possession shall be deemed to have been delivered when Seller and all occupants (if any) have vacated the Real Estate and delivered keys to the Real Estate to Buyer or to the office of the Seller's Brokerage.

7. **FINANCING:** *[INITIAL ONLY ONE OF THE FOLLOWING SUBPARAGRAPHS a, b, or c]*

___ ___ ___ ___ a) **LOAN CONTINGENCY:** Not later than **forty-five (45) days after Date of Acceptance or five (5) Business Days prior to the date of Closing**, whichever is earlier, ("Loan Contingency Date") Buyer shall provide written evidence from Buyer's licensed lending institution confirming that Buyer has received loan approval subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan as follows: *[CHECK ONE]* ☐ fixed; ☐ adjustable; *[CHECK ONE]* ☐ conventional; ☐ FHA; ☐ VA; ☐ USDA; ☐ other ____________ loan for ____ % of the Purchase Price, plus private mortgage insurance (PMI), if required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed ____ % per annum, amortized over not less than ____ years. Buyer shall pay discount points not to exceed ____ % of the loan amount. Buyer shall pay origination fee(s), closing costs charged by lender, and title company escrow closing fees.

If Buyer, having applied for the loan specified above, is unable to provide such loan approval and serves Notice to Seller not later than the Loan Contingency Date, this Contract shall be null and void. If Buyer is unable to provide such written evidence not later than the date specified herein or by any extension date agreed to by the Parties, Seller shall have the option of declaring this Contract terminated by giving Notice to Buyer. If prior to the Seller serving such Notice to terminate, Buyer provides written evidence of such loan approval, this Contract shall remain in full force and effect.

Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan application and pay all fees required for such application to proceed and the appraisal to be performed, Seller shall have the option to declare this Contract terminated by giving Notice to Buyer not later than five (5) Business Days thereafter or any extension thereof agreed to by the Parties in writing.

A Party causing delay in the loan approval process shall not have the right to terminate under this subparagraph. In the event neither Party elects to declare this Contract terminated as specified above, or as otherwise agreed, then this Contract shall continue in full force and effect without any loan contingencies.

Unless otherwise provided in Paragraph 30, this Contract is not contingent upon the sale and/or closing of Buyer's existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this subparagraph if Buyer obtains a loan approval in accordance with the terms of this subparagraph even though the loan is conditioned on the sale and/or closing of Buyer's existing real estate.

If Buyer is seeking FHA, VA, or USDA financing, **required amendments and disclosures shall be attached to this Contract.** If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP), shall be paid by Buyer.

NY ___ ___ b) **CASH TRANSACTION WITH NO MORTGAGE:** *[ALL CASH]* If this selection is made, Buyer will pay at Closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the Balance Due at Closing, shall constitute a material breach of this Contract by Buyer. The Parties shall share the title company escrow closing fee equally. **Unless otherwise provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate.**

____________ c) **CASH TRANSACTION, MORTGAGE ALLOWED:** If this selection is made, Buyer will pay at closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real Estate to satisfy Buyer's obligations to pay the Balance Due at Closing. Such cooperation shall include the performance in a timely manner of all of Seller's pre-closing obligations under this Contract. **This Contract shall NOT be contingent upon Buyer obtaining financing.** Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the Balance Due at Closing shall constitute a material breach of this Contract by Buyer. Buyer shall pay the title company escrow closing fee if Buyer obtains a mortgage; provided however, if Buyer elects to close without a mortgage loan, the Parties shall share the title company escrow closing fee equally. **Unless otherwise provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate.**

8. **STATUTORY DISCLOSURES:** If applicable, prior to signing this Contract, Buyer:
[CHECK ONE] ☐ has ☐ has not received a completed Illinois Residential Real Property Disclosure;
[CHECK ONE] ☐ has ☐ has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home;"
[CHECK ONE] ☐ has ☐ has not received a Lead-Based Paint Disclosure;
[CHECK ONE] ☐ has ☐ has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions;"
[CHECK ONE] ☐ has ☐ has not received the Disclosure of Information on Radon Hazards.

9. **PRORATIONS:** The requirements contained in this paragraph shall survive the Closing. Proratable items shall be prorated to and including the Date of Closing and shall include without limitation, general real estate taxes, rents and deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing only; utilities, water and sewer, pre-purchased fuel; and Homeowner or Condominium Association fees (and Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable item.

a) The general real estate taxes shall be prorated to and including the date of Closing based on **100** % of the most recent ascertainable full year tax bill. All general real estate tax prorations shall be final as of Closing, except as provided in Paragraph 23. If the amount of the most recent ascertainable full year tax bill reflects a homeowner, senior citizen, disabled veteran or other exemption, a senior freeze or senior deferral, then Seller has submitted or will submit in a timely manner all necessary documentation to the appropriate governmental entity, before or after Closing, to preserve said exemption(s). **The proration shall not include exemptions to which the Seller is not lawfully entitled.**

b) Seller represents, if applicable, that as of Date of Acceptance Homeowner/Condominium Association(s) fees are $ ______________ per __________ (and, if applicable, Master/Umbrella Association fees are $ ______________ per __________). Seller agrees to pay prior to or at Closing the remaining balance of any special assessments by the Association(s) confirmed prior to Date of Acceptance.

c) Special Assessment Area or Special Service Area installments due after the year of Closing shall not be proratable items and shall be paid by Buyer, unless otherwise provided by ordinance or statute.

10. ATTORNEY REVIEW: Within five (5) Business Days after Date of Acceptance, the attorneys for the respective Parties, by Notice, may:

a) Approve this Contract; or

b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or

c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the proposal is not a counteroffer. If after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by the Parties with respect to resolution of all proposed modifications, either Party may terminate this Contract by serving Notice, whereupon this Contract shall be immediately deemed terminated; or

d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer. Any proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to subparagraph c) as a modification. If proposals made with specific reference to this subparagraph d) are not agreed upon, **neither** Buyer nor Seller may declare this contract null and void, and this contract shall remain in full force and effect.

If Notice of disapproval or proposed modifications is not served within the time specified herein, the provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect. If Notice of termination is given, said termination shall be absolute and the Contract rendered null and void upon the giving of Notice, notwithstanding any language proffered by any Party purporting to permit unilateral reinstatement by withdrawal of any proposal(s).

11. WAIVER OF PROFESSIONAL INSPECTIONS: *[INITIAL IF APPLICABLE]* ny ______ Buyer acknowledges the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such inspections of the Real Estate, and further agrees that the provisions of Paragraph 12 shall not apply.

12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES: *[NOT APPLICABLE IF PARAGRAPH 11 IS INITIALED]* Buyer may conduct at Buyer's expense (unless payment for such expense is otherwise required by governmental regulation) any or all of the following inspections of the Real Estate by one or more licensed or certified inspection services: home, radon, environmental, lead-based paint, lead-based paint hazards or wood-destroying insect infestation, or any other inspections desired by Buyer in the exercise of reasonable due diligence. Seller agrees to make all areas of the Real Estate accessible for inspection(s) upon reasonable notice and to have all utilities turned on during the time of such inspections. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by any acts of Buyer or any person performing any inspection on behalf of Buyer.

a) The request for repairs shall cover only the major components of the Real Estate, limited to central heating and cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings, floors, appliances and foundation. A major component shall be deemed to be in operating condition, and therefore not defective within the meaning of this paragraph, if it does not constitute a current threat to health or safety, and performs the function for which it is intended, regardless of age or if it is near or at the end of its useful life. Minor repairs, routine maintenance items and painting, decorating or other items of a cosmetic nature, no matter the cost to remedy same, do not constitute defects, are not a part of this contingency and shall not be a basis for the Buyer to cancel this Contract. **A request by Buyer for credits or repairs in violation of the terms of this subparagraph shall allow Seller to declare this Contract terminated and direct the return of Buyer's Earnest Money.** If radon mitigation is performed, Seller shall pay for any retest.

b) Buyer shall serve Notice upon Seller or Seller's attorney of any major component defects disclosed by any inspection for which Buyer requests resolution by Seller within five (5) Business Days (ten (10) calendar days for a lead-based paint or lead-based paint hazard inspection) after Date of Acceptance. **Buyer shall not send any portion of the inspection report with the Notice provided under this subparagraph unless such inspection report, or any part thereof, is specifically requested in writing by Seller or Seller's attorney.** If after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by the Parties with respect to resolution of all inspection issues, either Party may terminate this Contract by serving Notice to the other Party, whereupon this Contract shall be immediately deemed terminated.

c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller within five (5) Business Days after Date of Acceptance, this Contract shall be null and void. Said Notice shall not include any portion of the inspection reports unless requested by Seller.

d) **Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a waiver of Buyer's rights to terminate this Contract under this Paragraph 12 and this Contract shall remain in full force and effect.**

13. HOMEOWNER INSURANCE: This Contract is contingent upon Buyer obtaining evidence of insurability for an Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business Days after Date of Acceptance. **If Buyer is unable to obtain evidence of insurability and serves Notice with proof of same to Seller within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect.**

14. FLOOD INSURANCE: Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special flood hazard area. **If Notice of the option to declare contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.** Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

15. CONDOMINIUM/COMMON INTEREST ASSOCIATIONS: *[IF APPLICABLE]* The Parties agree that the terms contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms, and shall apply to property subject to the Illinois Condominium Property Act and the Common Interest Community Association Act or other applicable state association law ("Governing Law").

a) Title when conveyed shall be good and merchantable, subject to terms and provisions of the Declaration of Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all amendments; public and utility easements including any easements established by or implied from the Declaration/CCRs or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Governing Law; installments due after the date of Closing of general assessments established pursuant to the Declaration/CCRs.

b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for all special assessments confirmed prior to Date of Acceptance.

c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement relative to payment thereof. Absent such agreement either Party may declare the Contract null and void.

d) Seller shall, within ten (10) Business Days from Date of Acceptance, apply for those items of disclosure upon sale as described in the Governing Law, and provide same in a timely manner, but no later than the time period provided for by law. This Contract is subject to the condition that Seller be able to procure and provide to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to purchase created by the

Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or additional documentation, Buyer agrees to comply with same.

e) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the Real Estate or would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then Buyer may declare this Contract null and void by giving Notice to Seller within five (5) Business Days after the receipt of the documents and information required by this paragraph, listing those deficiencies which are unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in full force and effect.

f) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.

16. THE DEED: Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to: covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable at the time of Closing.

17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:

a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-closing inspection or disclosure requirement, municipal Transfer Tax or other similar ordinances. Cost of transfer taxes, inspection fees, and any repairs required by an inspection pursuant to municipal ordinance shall be paid by the Party designated in such ordinance unless otherwise agreed to by the Parties.

b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal Revenue Code, the Foreign Investment in Real Property Tax Act (FIRPTA), and the Real Estate Settlement Procedures Act of 1974, as amended.

18. TITLE: At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to Date of Acceptance, subject only to items listed in Paragraph 16 and shall cause a title policy to be issued with an effective date as of Closing. The requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. **If the title commitment discloses any unpermitted exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title insurer commit to either insure against loss or damage that may result from such exceptions or survey matters or insure against any court-ordered removal of the encroachments.** If Seller fails to have such exceptions waived or insured over prior to Closing, Buyer may elect to take title as it then is with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish to Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy.

19. PLAT OF SURVEY: Not less than one (1) Business Day prior to Closing, except where the Real Estate is a condominium, Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of Survey that conforms NK to the current Minimum Standard of Practice for boundary surveys, is dated not more than six (6) months prior to the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way, easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at all accessible corners of the land. **All such corners shall also be visibly staked or flagged.** The Plat of Survey shall include the following statement placed near the professional land surveyor's seal and signature: "This professional service conforms to the current Illinois Minimum Standards for a boundary survey." A Mortgage Inspection, as defined, is not a boundary survey and is not acceptable.

20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING: If prior to delivery of the deed the Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of Earnest Money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract, except as modified by this paragraph.

21. CONDITION OF REAL ESTATE AND INSPECTION: Seller agrees to leave the Real Estate in broom clean condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real Estate, fixtures and included Personal Property prior to Possession to verify that the Real Estate, improvements and included Personal Property are in substantially the same condition as of Date of Acceptance, normal wear and tear excepted.

22. SELLER REPRESENTATIONS: Seller's representations contained in this paragraph shall survive the Closing. Seller represents that with respect to the Real Estate, Seller has no knowledge of, nor has Seller received any written notice from any association or governmental entity regarding:

a) zoning, building, fire or health code violations that have not been corrected;
b) any pending rezoning;
c) boundary line disputes;
d) any pending condemnation or Eminent Domain proceeding;
e) easements or claims of easements not shown on the public records;
f) any hazardous waste on the Real Estate;
g) real estate tax exemption(s) to which Seller is not lawfully entitled; or
h) any improvements to the Real Estate for which the required initial and final permits were not obtained.

Seller further represents that:

[INITIALS] nx ____ There *[CHECK ONE]* ☐ are ☑ are not improvements to the Real Estate which are not included in full in the determination of the most recent tax assessment.

[INITIALS] nx ____ There *[CHECK ONE]* ☐ are ☑ are not improvements to the Real Estate which are eligible for the home improvement tax exemption.

[INITIALS] nx ____ There *[CHECK ONE]* ☐ is ☑ is not an unconfirmed pending special assessment affecting the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.

[INITIALS] nx ____ The Real Estate *[CHECK ONE]* ☐ is ☑ is not located within a Special Assessment Area or Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.

All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of matters that require modification of the representations previously made in this Paragraph 22, Seller shall promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may terminate this Contract by Notice to Seller and this Contract shall be null and void.

23. REAL ESTATE TAX ESCROW: In the event the Real Estate is improved, but has not been previously taxed for the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at Closing. When the exact amount of the taxes to be prorated under this Contract can be ascertained, the taxes shall be prorated by Seller's attorney at the request of either Party and Seller's share of such tax liability after proration shall be paid to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller's obligation after such proration exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon demand.

24. BUSINESS DAYS/HOURS: Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours are defined as 8 a.m. to 6 p.m. Chicago time. In the event the Closing or Loan Contingency Date described in this Contract does not fall on a Business Day, such date shall be the next Business Day.

25. ELECTRONIC OR DIGITAL SIGNATURES: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be produced by scanning an original, hand-signed document and transmitting same by electronic means. An acceptable digital signature may be produced by use of a qualified, established electronic security procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually acceptable electronic method, such as creating a PDF ("Portable Document Format") document incorporating the digital signature and sending same by electronic mail.

26. DIRECTION TO ESCROWEE: In every instance where this Contract shall be deemed null and void or if this Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of competent jurisdiction."

In the event either Party has declared the Contract null and void or the transaction has failed to close as provided for in this Contract and if Escrowee has not received joint written direction by the Parties or such court order, the Escrowee may elect to proceed as follows:

a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends to disburse in the absence of any written objection. If no written objection is received by the date indicated in the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties. **If any Party objects in writing** to the intended disbursement of Earnest Money then Earnest Money shall be held until receipt of joint written direction from all Parties or until receipt of an order of a court of competent jurisdiction.

b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited with the Court the amount necessary to reimburse Escrowee for court costs and reasonable attorney's fees incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify Escrowee for additional costs and fees incurred in filing the Interpleader action.

27. NOTICE: Except as provided in Paragraph 30 c) 2) regarding the manner of service for "kick-out" Notices, all Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

a) By personal delivery; or

b) By mailing to the addresses recited herein on Page 13 by regular mail and by certified mail, return receip requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; o

c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that th Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted durin non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; o

d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out of future e-mail Notice by any form of Notice provided by this Contract; or

e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.

f) If a Party fails to provide contact information herein, as required, Notice may be served upon the Party's Designated Agent in any of the manners provided above.

g) The Party serving a Notice shall provide courtesy copies to the Parties' Designated Agents. Failure to provide such courtesy copies shall not render Notice invalid.

28. PERFORMANCE: Time is of the essence of this Contract. In any action with respect to this Contract, the Parties are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to collect reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.

THE FOLLOWING NUMBERED PARAGRAPHS ARE A PART OF THIS CONTRACT ONLY IF INITIALED BY THE PARTIES.

[INITIALS] ____ ____ ____ ____ **29. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to ______________________ *[LICENSEE]* acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.

____ ____ ____ ____ **30. SALE OF BUYER'S REAL ESTATE:**

a) **REPRESENTATIONS ABOUT BUYER'S REAL ESTATE:** Buyer represents to Seller as follows:

1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of:

____.
Address City State Zip

2) Buyer *[CHECK ONE]* ☐ has ☐ has not entered into a contract to sell Buyer's real estate.
If Buyer has entered into a contract to sell Buyer's real estate, that contract:
a) *[CHECK ONE]* ☐ is ☐ is not subject to a mortgage contingency.
b) *[CHECK ONE]* ☐ is ☐ is not subject to a real estate sale contingency.
c) *[CHECK ONE]* ☐ is ☐ is not subject to a real estate closing contingency.

3) Buyer *[CHECK ONE]* ☐ has ☐ has not publicly listed Buyer's real estate for sale with a licensed real estate broker and in a local multiple listing service.

4) If Buyer's real estate is not publicly listed for sale with a licensed real estate broker and in a local multiple listing service, Buyer *[CHECK ONE]*:
a) ☐ Shall publicly list real estate for sale with a licensed real estate broker who will place it in a local multiple listing service within five (5) Business Days after Date of Acceptance.
[FOR INFORMATION ONLY] Broker: ______________________
Broker's Address: ______________________ Phone: ______________
b) ☐ Does not intend to list said real estate for sale.

b) CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:

1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is in full force and effect as of ________________, 20 ____. Such contract should provide for a closing date not later than the Closing Date set forth in this Contract. **If Notice is served on or before the date set forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this Contract shall be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's real estate is not served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force and effect.** (If this paragraph is used, then the following paragraph __must__ be completed.)

2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 30 b) 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real estate on or before ________________ 20 ____. **If Notice that Buyer has not closed the sale of Buyer's real estate is served before the close of business on the next Business Day after the date set forth in the preceding sentence, this Contract shall be null and void. If Notice is not served as described in the preceding sentence, Buyer shall have deemed to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force and effect.**

3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph 30 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 30 b) 1)), Buyer shall, within three (3) Business Days of such termination, notify Seller of said termination. **Unless Buyer, as part of said Notice, waives all contingencies in Paragraph 30 and complies with Paragraph 30 d), this Contract shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served within the time specified, Buyer shall be in default under the terms of this Contract.**

c) SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE: During the time of this contingency, Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:

1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in Paragraph 30 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have ____ hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 30 b), subject to Paragraph 30 d).

2) Seller's Notice to Buyer (commonly referred to as a "kick-out" Notice) shall be in writing and shall be served on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such "kick-out" Notice should be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:
   a) By personal delivery effective at the time and date of personal delivery; or
   b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be effective at 10 a.m. on the morning of the second day following deposit of Notice in the U.S. Mail; or
   c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4 p.m. Chicago time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.

3) If Buyer complies with the provisions of Paragraph 30 d) then this Contract shall remain in full force and effect.

4) If the contingencies set forth in Paragraph 30 b) are NOT waived in writing within said time period by Buyer, this Contract shall be null and void.

5) Except as provided in Paragraph 30 c) 2) above, all Notices shall be made in the manner provided by Paragraph 27 of this Contract.

6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.

d) **WAIVER OF PARAGRAPH 30 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in Paragraph 30 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest money in the amount of $ _______________ in the form of a cashier's or certified check within the time specified. **If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed ineffective and this Contract shall be null and void.**

e) **BUYER COOPERATION REQUIRED:** Buyer authorizes Seller or Seller's agent to verify representations contained in Paragraph 30 at any time, and Buyer agrees to cooperate in providing relevant information.

________ ________ **31. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before _______________ 20 ____. **In the event the prior contract is not cancelled within the time specified, this Contract shall be null and void. If prior contract is subject to Paragraph 30 contingencies, Seller's notice to the purchaser under the prior contract should not be served until after Attorney Review and Professional Inspections provisions of this Contract have expired, been satisfied or waived.**

________ ________ **32. HOME WARRANTY:** Seller shall provide at no expense to Buyer a Home Warranty at a cost of $ _______________. Evidence of a fully pre-paid policy shall be delivered at Closing.

________ ________ **33. WELL OR SANITARY SYSTEM INSPECTIONS:** Seller shall obtain at Seller's expense a well water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental Health Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating that the well and water supply and the private sanitary system are in operating condition with no defects noted. Seller shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of remedying a defect or deficiency and the cost of landscaping together exceed $3,000, and if the Parties cannot reach agreement regarding payment of such additional cost, this Contract may be terminated by either Party. Additional testing recommended by the report shall be obtained at the Seller's expense. If the report recommends additional testing after Closing, the Parties shall have the option of establishing an escrow with a mutual cost allocation for necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall deliver a copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to Closing.

________ ________ **34. WOOD DESTROYING INFESTATION:** Notwithstanding the provisions of Paragraph 12, within ten (10) Business Days after Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written report, dated not more than six (6) months prior to the Date of Closing, by a licensed inspector certified by the appropriate state regulatory authority in the subcategory of termites, stating that there is no visible evidence of active infestation by termites or other wood destroying insects. Unless otherwise agreed between the Parties, if the report discloses evidence of active infestation or structural damage, Buyer has the option within five (5) Business Days of receipt of the report to proceed with the purchase or to declare this Contract null and void.

________ ________ **35. POSSESSION AFTER CLOSING:** Possession shall be delivered no later than 11:59 p.m. on the date that is *[CHECK ONE]* ☐ ____ days after the date of Closing or ☐ _______________ 20 ____ ("the Possession Date"). Seller shall be responsible for all utilities, contents and liability insurance, and home maintenance expenses until delivery of possession. Seller shall deposit in escrow at Closing with an escrowee as agreed, the sum of $ _______________ (if left blank, two percent (2%) of the Purchase Price) and disbursed as follows:

a) The sum of $ _______________ per day for use and occupancy from and including the day after Closing to and including the day of delivery of Possession if on or before the Possession Date;

b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and

c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 hav been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrov deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Partie:

____ ____ ____ ____ **36. "AS IS" CONDITION:** This Contract is for the sale and purchase of the Real Estate in its "As Is' condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with respec to the condition of the Real Estate have been made by Seller or Seller's Designated Agent other than those knowı defects, if any, disclosed by Seller. Buyer may conduct at Buyer's expense such inspections as Buyer desires. In tha event, Seller shall make the Real Estate available to Buyer's inspector at reasonable times. Buyer shall indemnify Selle and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any persor performing any inspection. **In the event the inspection reveals that the condition of the Real Estate is unacceptabl to Buyer and Buyer so notifies Seller within five (5) Business Days after Date of Acceptance, this Contract shall be null and void. Buyer's notice SHALL NOT include a copy of the inspection report, and Buyer shall not be obligated to send the inspection report to Seller absent Seller's written request for same. Failure of Buyer to notify Seller oı to conduct said inspection operates as a waiver of Buyer's right to terminate this Contract under this paragraph and this Contract shall remain in full force and effect.** Buyer acknowledges that the provisions of Paragraph 12 and the warranty provisions of Paragraph 3 do not apply to this Contract. Nothing in this paragraph shall prohibit the exercise of rights by Buyer in Paragraph 33, if applicable.

____ ____ ____ ____ **37. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the Real Estate by ________________________ Buyer's Specified Party, within five (5) Business Days after Date of Acceptance. In the event Buyer's Specified Party does not approve of the Real Estate and Notice is given to Seller within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, this provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

____ ____ ____ ____ **38. ATTACHMENTS:** The following attachments, if any, are hereby incorporated into this Contract *[IDENTIFY BY TITLE]*: ____

____.

____ ____ ____ ____ **39. MISCELLANEOUS PROVISIONS:** Buyer's and Seller's obligations are contingent upon the Parties entering into a separate written agreement consistent with the terms and conditions set forth herein, and with such additional terms as either Party may deem necessary, providing for one or more of the following *[CHECK APPLICABLE BOXES]*:

☐ Articles of Agreement for Deed or Purchase Money Mortgage	☐ Assumption of Seller's Mortgage	☐ Commercial/Investment
	☐ Cooperative Apartment	☐ New Construction
☐ Short Sale	☐ Tax-Deferred Exchange	☐ Vacant Land
☐ Multi-Unit (4 Units or fewer)	☐ Interest Bearing Account	☐ Lease Purchase

MAINSTREET ORGANIZATION OF REALTORS®
COOK COUNTY RESIDENTIAL LEASE

For Apartments, Condominium Units, Single Family Homes, and Townhomes

(See exhibits for list of living arrangements not covered)

NOT TO BE USED FOR CHICAGO PROPERTY;
OTHER COMMUNITIES MAY IMPOSE ADDITIONAL REQUIREMENTS
CHECK APPLICABLE MUNICIPALITY

Intended to be a Binding Contract

Term of		Monthly Rent	Security Deposit (if any)
Lease Beginning Date	Lease Ending Date & Time		
Nov. 29, 2022	April 15, 2023 or sooner/later	$2000	
Illinois Financial Institution (Name and Address)* where any Security Deposit shall be or is held (if any):			

**If during the pendency of the Lease, Landlord transfers the security deposit from one financial institution to another, Landlord shall notify Tenant in writing of the name and address of the new financial institution within 14 days of the transfer or within a reasonable time, given all circumstances.*

Leased Premises Address:	214 S. Wheeling Rd, Prospect Heights, IL 60070			
Identification of Tenant(s):		**Date of Birth***	**Landlord(s) or Authorized Management Agent:**	
Name(s):	Nancy J. Lutton		Name(s):	City of Prospect Heights, Illinois
			Address:	
Telephone:	847-828-3217		Telephone:	847-398-6070
Email:	njlutton@aol.com		Email:	jwade@prospect-heights.org
				dstrahan@gha-engineers.com

**If required by municipal ordinance.*

[CHECK IF APPLICABLE] ☐ Nancy J. Lutton (TENANT NAME) is a real estate licensee in the State of Illinois.

[CHECK IF APPLICABLE] ☐ ____________ (LANDLORD NAME) is a real estate licensee in the State of Illinois and has direct or indirect interest in the Premises.

Name(s) of Persons Authorized to Occupy Premises:	Person Authorized to Act on Behalf of Owner for the Purpose of Service of Process and Accepting Notices:	
NANCY LUTTON	Name:	
	Address:	
	Telephone:	

1 The individual occupancy of the dwelling unit may not be changed without an amendment to the existing rental agreement reflecting the change in occupancy and shall in no case exceed the maximum occupancy permitted elsewhere in the Municipal Code for that size unit.

4 **For valuable consideration, the sufficiency of which is hereby acknowledged, Landlord(s) agrees to lease to Tenant(s) and Tenant(s) agree to lease the Premises from Landlord(s) for use as a private dwelling, and for no purpose not permitted by the Cook County Residential Tenant and Landlord Ordinance, together with all fixtures and personal property, listed below (if any) in the Premises, for the above Term of Lease, subject to all the terms and conditions of the Lease. Along with the dwelling unit described herein, the premises include the following *[CHECK ALL THAT APPLY]*:**

9 ☐ Parking space(s) (Identified as ________ and containing ________ parking space(s)).

10 ☐ Garage (Identified as ______________ and containing ________ parking space(s) and ____ transmitter(s)).

11 ☐ Refrigerator ☐ Oven/Range/Stove ☐ Microwave ☐ Dishwasher ☐ Washer ☐ Dryer ☐ Window Air Conditioner(s) (# _____)

12 ☐ Storage Locker (Identified as ____________) ☐ Other (description: ______________________________)

Landlord Initials ______ *Landlord Initials* NL *Tenant Initials* ______ *Tenant Initials*

THE PARTIES ACKNOWLEDGE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND IS SUBJECT TO THE COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.

THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.

THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0.

Buyer	Seller
10/4/22	10/26/22
Date of Offer	DATE OF ACCEPTANCE
	Nancy Lutton
Buyer Signature	Seller Signature
Buyer Signature	Seller Signature
City of Prospect Heights, Illinois	**Nancy J. Lutton Trust**
Print Buyer(s) Name(s) *[REQUIRED]*	Print Seller(s) Name(s) *[REQUIRED]*
8 N. Elmhurst Rd	**214 S. Wheeling Rd**
Address *[REQUIRED]*	Address *[REQUIRED]*
Prospect Heights IL 60070	**Prospect Heights IL 60070**
City, State, Zip *[REQUIRED]*	City, State, Zip *[REQUIRED]*
Phone E-mail	Phone E-mail

FOR INFORMATION ONLY

Buyer's Brokerage	MLS #	State License #	Seller's Brokerage	MLS #	State License #
RE/MAX Suburban	**8100**				

Address	City	Zip	Address	City	Zip
330 E Northwest Hwy.	**Mt Prospect**	**60056**			

Buyer's Designated Agent	MLS #	State License #	Seller's Designated Agent	MLS #	State License #
Dawn Simmons	**85211**	**475125202**			

Phone	Fax	Phone	Fax
(847) 259-0202			

E-mail	E-mail
simsre2000@yahoo.com	

Buyer's Attorney	E-mail	Seller's Attorney	E-mail
James J. Hess	Jhess@Tresslerllp.Com	Jeffrey Marks	jmarks@bussepc.com

Address	City	State	Zip	Address	City	State	Zip
550 E. Boughton Rd Ste 250	Bolingbrook						

Phone	Fax	Phone	Fax
312-768-2230		312 2090 7340	

Mortgage Company	Phone	Homeowner's/Condo Association (if any)	Phone

Loan Officer	Phone/Fax	Management Co./Other Contact	Phone

Loan Officer E-mail	Management Co./Other Contact E-mail

Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.

Seller rejection: This offer was presented to Seller on ______________, 20____ at ___:___ a.m./p.m. and rejected on ______________, 20____ at ___:___ a.m./p.m. ______ *[SELLER INITIALS]*

LEASE COVENANTS AND AGREEMENTS

1. APPLICATION: Tenant covenants that all representations made in the Application for this Lease are incorporated into this Lease and made a part of it. Tenant covenants that all information contained in the Application is true and that this information was given as an inducement for Landlord to enter into this Lease, and therefore constitutes a material covenant.

Tenant Acknowledgement ______ ______ ______ ______

2. TENANT INSPECTION PRIOR TO OCCUPANCY - BUILDING CODE VIOLATIONS: Tenant has inspected the Premises and all common areas of the property to which Tenant has lawful access during the Lease Term, and is satisfied with their general condition and appearance. Tenant further acknowledges that attached hereto are copies, if any, of notices received from the County of Cook or applicable municipality during utility services. Tenant acknowledges that the Premises are in good repair, except as specified below, and that no representations as to the condition or repair thereof have been made by the Landlord, or Landlord's Designated Agent, prior to or at the Date of Acceptance of this Lease, that are not herein expressed. DEFECTS (if any) ______________________

____

Landlord Acknowledgement ______ ______ ______ ______ **Tenant Acknowledgement** NY ______ ______

3. TENANT RESPONSIBILITY REGARDING BED BUG INFESTATION: Tenant shall be responsible for all requirements and obligations set forth in any applicable municipal or Cook County ordinance deemed "Tenant responsibility" and shall be liable for any and all damages which may occur as a result of Tenant's failure to strictly abide by any requirement as set forth in any applicable municipal or Cook County ordinance concerning any infestation. In the event that an infestation of bed bugs is detected in the Premises the Tenant is to notify the Landlord within forty-eight (48) hours of finding bed bugs and Landlord shall within ten (10) days after (a) a bed bug is found or reasonably suspected anywhere in the Premises or (b) being notified in writing by Tenant of a known or reasonably suspected bed bug infestation in the Premises, provide pest control services by a pest management professional until no evidence of bed bugs can be found and verified.

Tenant Acknowledgement NY ______ ______

4. THE RENT: All rent shall be due as of the 1st day of each month, (if blank, then the first day of each month). Unless otherwise agreed in writing, rent shall be uniformly apportioned from day to day.

5. LATE FEE: The Monthly Rent shall be automatically increased $10, plus 5% of the amount by which the Monthly Rent exceeds $1,000, as additional rent, if received by Landlord more than five (5) days after the due date in the month in which it is due.

6. RETURNED BANK ITEMS: If any check or other bank instrument tendered for payment of any Tenant obligation hereunder is returned for insufficient funds, Tenant shall pay Landlord a $ ________ fee as additional rent, which fee shall not exceed Landlord's actual cost incurred for such check or instrument returned for insufficient funds. Landlord shall further have the right to demand that any such returned item be replaced by a cashier's check or money order. If Tenant tenders more than two checks or bank drafts during the term of this Lease which are returned for insufficient funds, Landlord shall have the right to demand that all future obligations hereunder be paid by cashier's check or money order.

7. POSSESSION: Landlord will tender possession of Premises not later than the beginning date of this Lease. Possession shall be deemed to have been given when Landlord delivers to Tenant the keys for the vacant Premises. If Landlord does not deliver possession of the Premises to Tenant as stipulated herein, Tenant may cancel and terminate this Lease, with written notice to Landlord. In this instance, neither party will be liable to the other and any sums paid by Tenant under this Lease will be refunded within forty-eight (48) hours or Tenant may elect to demand performance of this Lease, in which case Tenant may maintain an action for possession of the Premises against Landlord or any person wrongfully in possession thereof, and recover damages sustained by Tenant. If Tenant accepts late delivery of the Premises, then the rent will be reduced on a pro-rated daily basis for that monthly term from the date of actual possession. The term of this Lease will not be extended by any such late delivery.

8. SECURITY DEPOSIT: *[IF APPLICABLE]* If Landlord has accepted a Security Deposit to insure Tenant's specific performance of each and every agreement, covenant, rule and obligation contained in this Lease, Landlord shall have the right, but not the obligation, to use the Security Deposit in whole or part, as a setoff against any default, either in payment of rent or other breach, which results in any loss to Landlord. If Tenant has complied with all obligations under this Lease, Landlord shall, within thirty (30) days after Tenant vacates the Premises, refund the Security Deposit. The Security Deposit shall be held in a Federally Insured account in a bank, savings and loan association, or other financial institution located in the State of Illinois. Interest on the Security Deposit need not be paid unless required by state law or local ordinance. The Security Deposit shall not be allocated by Tenant toward payment of rent. Upon termination of the tenancy, in the case of damage to the Premises, Landlord may deduct from the Security Deposit any reasonable amount necessary to repair any damage caused to the Premises by Tenant (reasonable wear and tear excepted). Landlord shall deliver or mail to Tenant's last known address, within thirty (30) days, an itemized statement of the damages allegedly caused to the Premises and the estimated or actual cost for repairing or replacing each item on the statement, attaching copies of the paid receipts for the repair or replacement; if the estimated cost is provided, Landlord shall provide Tenant with copies of paid receipts, or a certification of actual costs of repairs if the work was performed by Landlord's employees, not more than thirty (30) days from the date the statement showing estimated costs was provided to Tenant.

Pets ☒ are ☐ are not permitted under this Lease. If pets are permitted, such permission is limited as follows: type/breed: ______ weight: ______ number of: ______. Further, the following additional conditions apply (pet deposit/rent): ∅ ______.

No Pet restrictions

The following are incorporated into this Lease when indicated	
Non-Refundable Move-In Fee (if any): *[ATTACH MOVE-IN FEE DISCLOSURE]*	$
Landlord's Property Insurer (Required for properties with 4 units or more): *[NAME, ADDRESS, AND PHONE OF HOMEOWNER INSURANCE COMPANY]*	
Tenant's Property Insurer: *[NAME, ADDRESS, AND PHONE OF HOMEOWNER INSURANCE COMPANY]*	
Additional Agreements and Covenants:	

NOTE: This is a form lease prepared by the Mainstreet Organization of REALTORS® and is not specific to the legal requirements of all municipalities in Cook County. The applicable laws and regulations for residential leases frequently change and differ between municipalities. It is important that you consult with an attorney prior to using this lease.

Tenant Acknowledgement ny ______ ______ ______

Lead-Based Paint and Radon Disclosures: *[SEPARATE DOCUMENTS]* Lead-Based Paint Hazard Disclosure and Protect Your Family From Lead in Your Home Pamphlet (if property built prior to 1978): ☐ Both Attached Separately ☒ Not Applicable

Disclosure of Radon Hazards: ☐ Attached Separately ☒ Not Applicable

The Tenant acknowledges receiving and separately executing the above applicable document(s).

Tenant Acknowledgement ny ______ ______ ______

Notice of Conditions Affecting Habitability:

☒ None Known

☐ See Attached

Tenant hereby acknowledges that Landlord has disclosed any code violations, code enforcements litigation and/or compliance board proceedings during the previous twelve (12) months for the Premises and common areas and any notice of intent to terminate utility service, copies of which, if any, are attached to this Lease.

Tenant Acknowledgement ny ______ ______

Tenant hereby acknowledges receipt of the following:

☐ Written Notice of Building Code Violation(s) (if any);

✓ Environmental Protection Agency Pamphlet on bed bug prevention, detection and control;

✓ Cook County Renter's Rights and Landlord Protections summary pamphlet;

☐ Security Deposit Receipt (if applicable);

☐ Homeowners Association Rules & Regulations (if applicable).

Tenant Acknowledgement ny ______ ______ ______

Confirmation of Dual Agency: *[IF APPLICABLE]* Only complete if Licensee is acting as a Dual Agent. Landlord and Tenant confirm that they have previously consented and agreed to ______________________ ("Licensee") acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this Lease. *[INITIAL ONLY IF APPLICABLE]*

Landlord Acknowledgement ______ ______ ______ ______ **Tenant Acknowledgement** ______ ______ ______ ______

Addendum to Lease Agreement between City of Prospect Heights and Nancy Lutton

This is an addendum to the LEASE AGREEMENT dated October 26, 2022, and is made and entered into this _______ day of ___________, 2022, by and between the City of Prospect Heights, an Illinois Municipality ("Landlord"), and Nancy J. Lutton, individual ("Tenant").

TAXES

1. **Personal Property Taxes.** The Tenant shall be liable for all taxes levied against any leasehold interest of the Tenant or personal property and trade fixtures owned or placed by the Tenant in the Leased Premises.

2. **Real Estate Taxes.** During the term of this Lease, Landlord shall deliver to Tenant a copy of any real estate taxes and assessments against the Leased Property. From and after the Commencement Date, the Tenant shall pay to Landlord not later than twenty-one (21) days after the day on which the same may become initially due, all real estate taxes and assessments applicable to the Leased Premises, together with any interest and penalties lawfully imposed thereon as a result of Tenant's late payment thereof, which shall be levied upon the Leased Premises during the term of this Lease. The amount payable to the Landlord shall be calculated on a per day basis, prorated for the term of the lease agreement, and reduced by the Real Estate Tax Credit applied at the closing of the City's purchase of 214 S. Wheeling Road, Prospect Heights, IL, from Tenant.

INDEMNITY BY TENANT

1. **Indemnification.** Tenant waives all claims against Landlord for any damage to any property in or about the Leased Premises or Landlord's property, for any loss of business or income, and for injury to or death of any persons, regardless of the cause of any such loss or event (including negligence) or time of occurrence. Tenant will indemnify, protect, defend, and hold harmless Landlord from and against all claims, losses, damages, causes of action, costs, expenses, and liabilities, including reasonable legal fees, arising out of Tenant's business, any default by Tenant, and/or any act, omission or neglect (including violations of any Federal, State or Local laws) of Tenant or its agents, contractors, employees, suppliers, licensees or invitees, successors or assigns.

2. **Non-Liability of Landlord.** Except as provided by Illinois law, Landlord shall not be liable for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about the Leased Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property. Notwithstanding anything to the contrary contained herein, Landlord shall in no event be liable for (i) injury to Tenant's business or any loss of income or profit therefrom or for consequential damages or events of force majeure; or (ii) sums up to the amount of insurance proceeds received by Tenant (or which would have been received by Tenant under any insurance coverage required to be maintained by Tenant hereunder) for any loss.

INSURANCE

1. **Tenant's Insurance.** Tenant will not do or permit anything to be done within or about the Leased Premises or Landlord's property that will increase the existing rate of any insurance on any portion of Landlord's property or cause the cancellation of any insurance policy covering any portion of the Landlord's property (including, without limitation, any liability coverage). Tenant will, at its sole cost and expense, comply with any requirements of any insurer of Landlord. Tenant shall carry insurance during the entire term of this Agreement. Naming Landlord as an additional insured, with terms, coverages, and companies satisfactory to Landlord. Lessee shall maintain the following coverages in the following amounts:

    a. Standard renter's insurance covering injury or damage to persons and property, including general liability insurance, covering Tenant as a named insured and Landlord, and its officers, officials, employees, agents, and volunteers as additional insureds.

2. **Certificates of insurance.** Tenant shall furnish to Landlord, prior to the Commencement Date, policies or certificates evidencing such coverage, which policies or certificates shall state that such insurance coverage may not be reduced, cancelled, or not renewed without at least thirty (30) days' prior written notice to Landlord and Tenant (unless such cancellation is due to nonpayment of premium, and in that case, only ten (10) days' prior written notice shall be sufficient).

TORT IMMUNITY

1. **No Waiver of Tort Immunity Defenses.** Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to Landlord under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., with respect to claims by third parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written or have caused this Agreement to be executes by their respective officers thereunto duly authorized.

NANCY LUTTON	**CITY OF PROSPECT HEIGHTS**
______________________________	______________________________

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF PROSPECT HEIGHTS AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE ACQUISITION, CONVERSION TO OPEN SPACE, AND MAINTENANCE OF A FLOOD PRONE PARCEL OF REAL PROPERTY LOCATED ALONG MCDONALD CREEK TRIBUTARY B

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of the Effective Date, defined herein, by and between the Metropolitan Water Reclamation District of Greater Chicago ("District"), a unit of local government and body corporate and politic, organized and existing under the laws of the State of Illinois, and the City of Prospect Heights ("City"), a municipal corporation and home rule unit of government organized and existing under Article VII, Section 7 of the 1970 Constitution of the State of Illinois ("Constitution") and the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.* ("Code"). For convenience, the District and the City may be referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (hereinafter the "Act"); and

WHEREAS, the Act declares that stormwater management in Cook County shall be under the general supervision of the District; and

WHEREAS, the Act as amended on June 18, 2014 by Public Act 98-0652 specifically authorizes the District to plan, implement, and finance regional and local activities relating to stormwater management in Cook County; and

WHEREAS, the amended Act further authorizes the District to acquire by purchase from a willing seller in a voluntary transaction real property in furtherance of the District's stormwater management activities; and

WHEREAS, the City is located within the boundaries of Cook County; and

WHEREAS, pursuant to Article 11 of the Code, the City has the authority to improve and maintain waterways within its corporate limits; and

WHEREAS, McDonald Creek Tributary B is a regional waterway running through the City; and

WHEREAS, a certain residential parcel in the City, located at 214 S. Wheeling Road and identified on Exhibit A, attached hereto and incorporated herein by reference, and depicted on the map attached hereto as Exhibit B and incorporated herein by reference ("Parcel"), is located along McDonald Creek Tributary B in the Lower Des Plaines River Watershed 100-year inundation area; and

WHEREAS, the structure currently located on the Parcel ("Structure") has sustained repetitive flood damage; and

WHEREAS, it is therefore in the public interest that the Parcel be acquired, converted to open space to enhance the riverine system, and maintained as such in perpetuity (collectively, "Project"), in accordance with this Agreement; and

WHEREAS, pursuant to Article 11 of the Code, the City has the authority to acquire real property for public purposes; and

WHEREAS, the Parties are "units of local government" and "public agencies" as defined in the Constitution and in the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq*.), respectively, and, as such, are authorized to jointly enjoy and/or exercise powers, privileges, functions or authority, and to contract or otherwise associate among themselves except as expressly prohibited by law; and

WHEREAS, the Project may be approached more effectively, economically, and comprehensively with the City and District cooperating and using their joint efforts and resources; and

WHEREAS, on December 02, 2021, the District's Board of Commissioners authorized the District to enter into an intergovernmental agreement with the City, wherein among other items the District would commit an amount not to exceed Three Hundred Seventy-Six Thousand Dollars ($376,000.00) towards this Project; and

WHEREAS, on December 13, 2021, the City Council authorized the City to enter into an intergovernmental agreement with the District;

NOW THEREFORE, in consideration of the matters set forth, the mutual covenants and agreements contained in this Agreement and, for other good and valuable consideration, the City and District hereby agree as follows:

Article 1. Incorporation of Recitals. The recitals set forth above are incorporated herein by reference and made a part hereof.

Article 2. Acquisition of Parcel.

1. Exhibit A identifies the Parcel included in the Project by common address and Permanent Index Number (PIN). No additional properties will be included in the Project without written consent of both the City and the District, and an amendment to the Agreement.
2. The City shall establish and manage a process to purchase the Parcel that is voluntarily offered for sale by the current owner pursuant to the procedures described in this Section. Specifically, no eminent domain actions are to be considered for the Project.
3. The City will retain two (2) certified real estate appraisers ("Appraisers") to perform appraisals on the Parcel (each, an "Appraisal"), at the City's sole cost and expense. Each Appraiser shall be pre-approved by the District. If the two appraised values for the Parcel are equal, that amount shall be the offered purchase price for that Parcel. In the event of a difference in the Appraisals for the Parcel, the average of the two appraised values shall be the offered purchase price for the Parcel. However, as set out more fully herein, any and all monies paid to the Parcel owner above 96.00% of the initial offer shall be the sole financial responsibility of the City.
4. The City may, in its discretion and at its sole cost and expense utilize the services of an agent or a third party for coordinating Offers to, and responses from, the Parcel owner.
5. The Parcel owner shall have thirty (30) days from the date the Offer is conveyed to accept the Offer. Failure to accept an Offer within said 30-day period shall be deemed a rejection of the Offer.

6. Any rejected offers will be recorded in the City's local floodplain property files, with confirmation sent to the District.
7. The City shall coordinate the closing for the accepted Offer, and shall be responsible for all legal, title, and associated buyer closing costs, at its sole expense. The seller shall be responsible for all associated seller closing costs.

Article 3. Reimbursement by the District.

1. The City shall seek reimbursement from the District for the Parcel within ninety (90) days after acquisition. The maximum reimbursement amount paid by the District for the Parcel shall not exceed 96.00% of the Offer for said Parcel.
2. The Parties acknowledge that the District's reimbursement ("Reimbursement Funds") is strictly limited to no more than 96.00% of the Offer price paid for the Parcel and shall not include reimbursement for closing costs, taxes, title fees, or any other costs or expenses. In no event will the total Reimbursement Funds exceed $376,000.00.
3. Prior to execution of this Agreement, the City shall provide the District with each of the following (collectively, the "Initial City Deposits"):

    a. Certified copies of ordinances or resolutions of the City's Mayor and City Council (collectively, the "Corporate Authorities") authorizing the City to purchase the Parcel and to execute and deliver this Agreement and all other documents necessary to transfer and convey to the City the respective interests in the Parcel and all other actions contemplated pursuant to this Agreement; and

    b. Duly executed and certified Incumbency Certificate of the City with respect to the individual or individuals duly authorized to execute documents and bind the City with respect to the transaction set forth in this Agreement.

4. The City, following the acquisition of the Parcel, shall provide the District with the following items with respect to such Parcel (collectively, the "Subsequent Deposits"):

    a. Copy of the recorded warranty deed conveying to the City, free and clear of all liens, encumbrances or adverse interests, fee simple title to the Parcel described in Exhibit A. Such warranty deed shall be in form and substance consistent with the

Model Deed Restriction attached hereto as Exhibit C. The warranty deed shall include a reference to the common address and PIN for such Parcel;

b. Copies of the Affidavit of Title, GAP Undertaking, and ALTA Statement for such Parcel;

c. Copy of a title insurance policy insuring the City as the owner of the Parcel, free and clear of all liens, encumbrances, or adverse interests, except for the usual and customary title exceptions and subject only to permanent easements in favor of the Parties hereto for the purposes set forth in this Agreement, and otherwise in form and substance reasonably acceptable to the City ("Title Policy"). The City shall pay all costs of said Title Policy.

d. Copy of the recorded blanket utility and drainage easement in favor of the District in form and substance as required by Exhibit C;

e. Copy of the fully executed HUD and/or Closing Statement for the acquisition of such Parcel.

5. The City acknowledges that the District shall receive each of the Initial City Deposits and Subsequent Deposits before disbursing the Reimbursement Funds to the City.

6. The District will reimburse the City in amounts sufficient to cover the City's expenditures for the Parcel no later than sixty (60) days after the District receives a satisfactory written reimbursement request with respect to the Parcel, with such sum not to exceed a total amount of $376,000.

7. The maximum reimbursement amount under this Agreement is based on the funding amount that the MWRD's Board of Commissioners appropriated for the calendar year in which the Agreement is executed. Any additional funding from the MWRD beyond that which was approved and appropriated for the initial calendar year is subject to the approval of the MWRDGC's Board of Commissioners..

<u>Article 4 Ownership; Maintenance; Conversion to Open Space</u>.

1. The City will obtain all federal and state permits, in the name of the City, as may be necessary to implement and maintain the Project. The City will be responsible for paying

any and all permit fees that may be required for the issuance of a permit for the Project. The City will be responsible for obtaining any local permits required to construct and maintain the Project and will provide copies of all such permits obtained to the District. Execution of this Agreement does not relieve the City from obtaining any permits required by the District.

2. The City will be responsible for abiding by all federal, state, and local laws, ordinances, rules, and regulations during construction, operation, and maintenance of the Project.

3. The City shall be responsible for demolishing the Structure located on the acquired Parcel, at its sole cost and expense. All demolition of the Structure shall comply with the Cook County Demolition Debris Diversion Ordinance (Chapter 30, Environment, Article V, Sec. 30-769 through 30-775 of the Cook County Code).

4. The City shall be responsible, at its sole cost and expense, for all tasks related to the conversion of the acquired Parcel to open space including, without limitation, grading and re-seeding of the Parcel after the Structure located thereon has been demolished.

5. The City shall be responsible, at its sole cost and expense, for ensuring perpetual public ownership and maintenance as open space of the acquired Parcel. The Parties acknowledge and agree open space may include public improvements open on all sides and functionally related to a designated open space or recreational use; public restrooms; or improvements compatible with open space and that conserve the natural function of the floodplain.

6. In the event of failure of the City to maintain the Project as described above to the satisfaction of the District, the District may issue a sixty (60) day written notice, as further provided in Article 22 of this Agreement, to the City directing the City to perform such maintenance. If the maintenance requested by the District has not been accomplished on or before sixty (60) days after such notice, the District may cause such maintenance to be performed, and the City shall reimburse the District for any reasonable costs incurred to perform the required maintenance, with such reimbursement being paid by the City to the District within sixty (60) days after the District submits its invoices to the City.

7. The City may only transfer the Parcel to a unit of state or local government for public use in accordance with this Agreement, including the requirements of the Model Deed

Restriction (Exhibit C). Any proceeds from the sale of the Parcel acquired pursuant to this Agreement, other than nominal consideration, must be reimbursed to the District.

8. Nothing in this Agreement shall be construed as creating an ownership or property interest for the District in the Parcel purchased in conjunction with this Agreement.

Article 5. Termination. Prior to the conveyance of the first Offer to the Parcel owner, either Party may, at its option, and upon giving notice to the other Party in the manner provided in Article 22 below, terminate this Agreement as it pertains to the entire Project.

Article 6. Effective Date. This Agreement becomes effective on the date that the last signature is affixed hereto ("Effective Date").

Article 7. Duration. Subject to the terms and conditions of Article 4, above, this Agreement shall remain in full force and effect for perpetuity.

Article 8. Non-Assignment. Neither Party may assign its rights or obligations hereunder without the written consent of the other Party.

Article 9. Waiver of Personal Liability. No official, employee, or agent of either Party to this Agreement shall be charged personally by the other Party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a Party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

Article 10. Indemnification. The City shall defend, indemnify, and hold harmless the District, its Commissioners, officers, employees, and other agents ("District Parties") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (including, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District Parties and arise out of or are in any way related to: (1) the exercise of any right, privilege, or authority granted to the City under this Agreement; or (2) the purchase or failure to purchase the Parcel set forth in this Agreement.

Article 11. Representations of the City. The City covenants, represents, and warrants as follows:

1. The City has full authority to execute, deliver, and perform or cause to be performed this Agreement;
2. The individuals signing this Agreement and all other documents executed on behalf of the City are duly authorized to sign same on behalf of and to bind the City;
3. The execution and delivery of this Agreement, the consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the City or any instrument to which the City is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation; and
4. The City has secured necessary funds for this Project in addition to the funds to be provided by the District under this Agreement.

Article 12. Representations of the District. The District covenants, represents, and warrants as follows:

1. The District has full authority and financial capacity to execute, deliver, and perform or cause to be performed this Agreement;
2. The individuals signing this Agreement and all other documents executed on behalf of the District are duly authorized to sign same on behalf of and to bind the District; and
3. The execution and delivery of this Agreement, the consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the District or any instrument to which the District is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

Article 13. Disclaimers. This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between the District and any party other than the City.

<u>Article 14. Waivers</u>. Whenever a Party to this Agreement by proper authority waives the other Party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

<u>Article 15. Severability</u>. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

<u>Article 16. Joint Cooperation</u>. Each Party agrees to execute and deliver all further documents and take all further action reasonably necessary to effectuate the purpose of this Agreement.

<u>Article 17. Compliance with Applicable Laws and Deemed Inclusion of Same</u>. Provisions required (as of the Effective Date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either Party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement. The Parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement, including the Equal Opportunity clause set forth in Appendix A to the Illinois Department of Human Rights' regulations, which is incorporated by reference in its entirety as though fully set forth herein.

Article 18. Entire Agreement. This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the Parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

Article 19. Amendments. This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both Parties.

Article 20. References to Documents. All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both Parties hereto are privy.

Article 21. Judicial and Administrative Remedies. The Parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The Parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is an appropriate Court of competent jurisdiction located in Cook County, Illinois.

The rights and remedies of the District or the City shall be cumulative, and election by the District or the City of any single remedy shall not constitute a waiver of any other remedy that such Party may pursue under this Agreement.

Article 22. Notices. Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the Party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, or by electronic mail. A written notice shall be deemed to have been given to the recipient Party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by overnight courier service, on the next business day following deposit with the overnight courier; (c) with respect to notices sent by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (d) with respect to notices sent by electronic mail, on the date of notification of delivery receipt, if delivery was during the normal business hours of the recipient, or on the next day, if delivery was outside the normal business hours of the recipient. The name of this Agreement i.e., "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF PROSPECT HEIGHTS AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE ACQUISITION, CONVERSION TO OPEN SPACE, AND MAINTENANCE OF A FLOOD PRONE PARCEL OF REAL PROPERTY LOCATED ALONG MCDONALD CREEK TRIBUTARY B", or the agreed-upon short title "MWRD/PROSPECT HEIGHTS FLOOD PRONE PROPERTY IGA" must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this Agreement, or that either Party desires to give to the other, shall be addressed as set forth in Article 23, unless otherwise specified and agreed to by the parties.

Article 23. Representatives. Immediately upon execution of this Agreement, the following individuals will represent the Parties as a primary contact and for receipt of notice in all matters under this Agreement.

For the District:
Director of Engineering
Metropolitan Water Reclamation District
of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-7905
Fax: (312) 751-5681
Email: OConnorC@mwrd.org

For the City:
Mayor
City of Prospect Heights
8 N. Elmhurst Road
Prospect Heights, Illinois 60070
Phone: (847) 398-6070 Ext. 231
Fax: (847) 392-4244
Email: mdolick@prospect-heights.org

Each Party agrees to promptly notify the other Party of any change in its designated representative, which notice shall include the name, address, telephone number, and email address of the representative for such Party for the purpose hereof.

Article 24. Interpretation and Execution.

1. The Parties agree that this Agreement shall not be construed against a Party by reason of who prepared it.

2. The headings appearing in this Agreement have been inserted for the purpose of convenience and reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope of the clauses to which they pertain.

3. Each Party agrees to provide a certified copy of the ordinance, bylaw, or other authority demonstrating that the person(s) signing this Agreement is/are authorized to do so and that this Agreement is a valid and binding obligation of the Party.

4. **Article 25. Exhibits and Attachments.** The following Exhibits are attached to and incorporated into this Agreement, with any amended versions of the below documents attached as they become available.

Exhibit A: Identification of Parcel

Exhibit B: Parcel Map

Exhibit C: Model Deed Restriction

Exhibit D: District Board Order

Exhibit E: Reimbursement Form

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the City of Prospect Heights, the Parties hereto, have each caused this Agreement to be executed by their duly authorized officers, duly attested and their seals hereunto affixed.

[SIGNATURE PAGES FOLLOW]

CITY OF PROSPECT HEIGHTS

BY: DocuSigned by: D44FBB3461E6430...
Matthew Dolick, Acting Mayor

DATE: 4/29/2022 | 2:01 PM CDT

ATTEST: DocuSigned by: Karen Schultheis 60C710A4979E4B4...
Karen Schultheis, City Clerk

DATE: 4/29/2022 | 2:35 PM CDT

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

DocuSigned by:
E7C1719E97034F6...
5/2/2022 | 4:37 PM CDT

Chairman of the Committee on Finance Date

DocuSigned by:
Brian Perkovich
814773C96867434...
5/2/2022 | 1:52 PM CDT

Executive Director Date

ATTEST:

DocuSigned by:
Jacqueline Torres
D2E2C0C0E55E4D9...
5/3/2022 | 10:37 AM CDT

Clerk Date

DS

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

DocuSigned by:
Catherine A. O'Connor
B3D559EEBD4C4EE...
5/2/2022 | 10:06 AM CDT

Director of Engineering Date

APPROVED AS TO FORM AND LEGALITY:

DS
JMP

DocuSigned by:
Jorge Mihalopoulos
A460BC5C214142C...
5/2/2022 | 10:43 AM CDT

Head Assistant Attorney Date

DocuSigned by:
Susan Morakalis
60AB3D28A7F44AC...
5/2/2022 | 1:09 PM CDT

General Counsel Date

EXHIBIT A

THE PARCEL

THE PARCEL

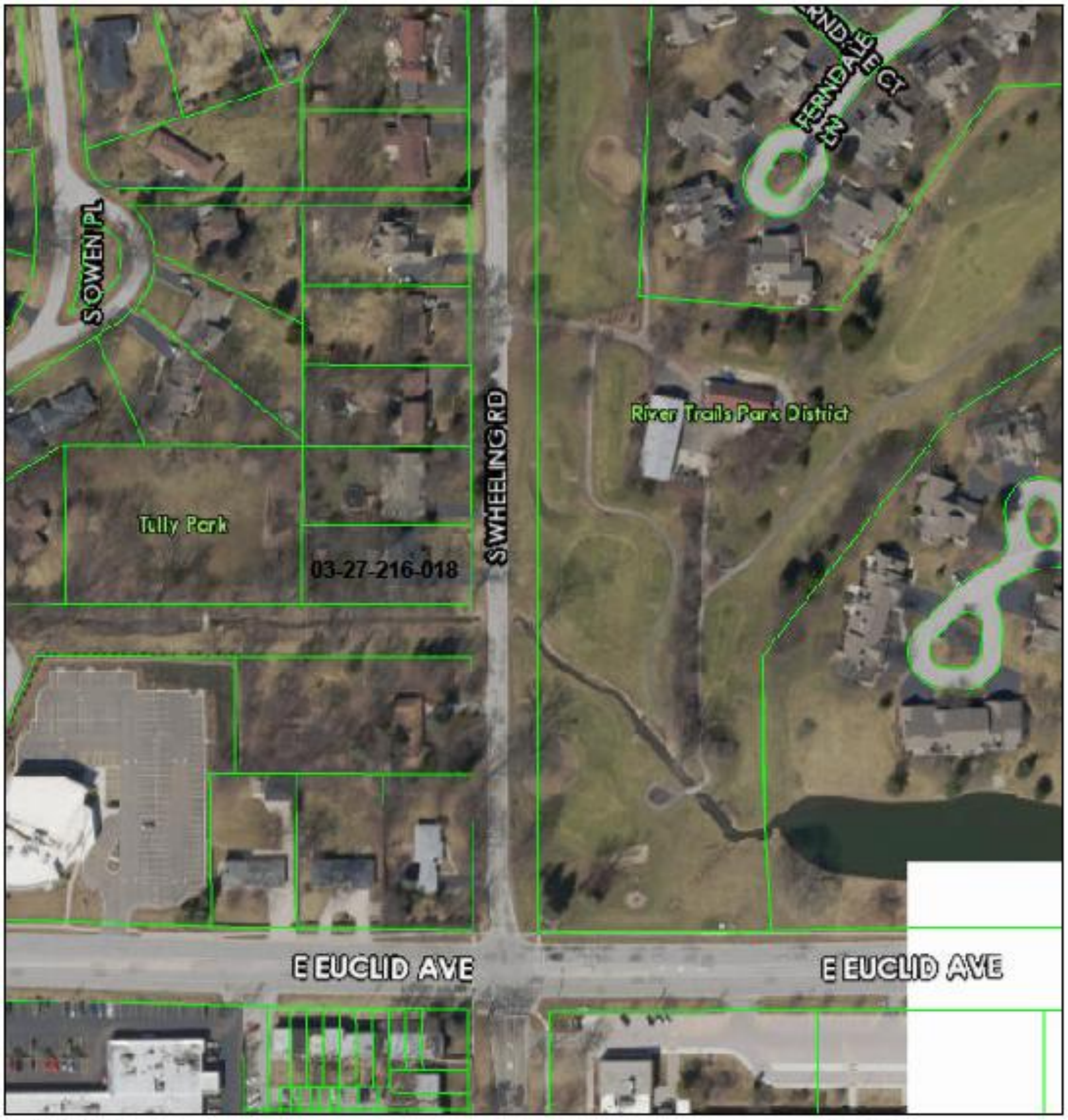
PIN

PIN	Address
03-27-216-018-0000	**214 S. Wheeling Road, Prospect Heights, IL. 60070**

EXHIBIT B

PARCEL MAP

03-27-216-018-0000



April 15, 2021

1:2,083

0 0.0175 0.035 0.07 mi

0 0.0275 0.055 0.11 km

Cook County GIS Dept

EXHIBIT C
MODEL DEED RESTRICTION

EXHIBIT C

MODEL DEED RESTRICTION

Instructions: Exhibit Cis the Metropolitan Water Reclamation District's Model Deed Restriction for properties acquired under the District's Flood-Prone Property Acquisition Program. The deed conveying the property shall reference and incorporate Exhibit C (or equivalent name) as set out below. Any variation from this Model Deed Restriction must be approved by the District's General Counsel. The exhibit below shall be attached to the deed when recorded.

Exhibit C

WHEREAS, the Metropolitan Water Reclamation District of Greater Chicago ("District"), as authorized by the Metropolitan Water Reclamation District Act (70 ILCS 2605/1 *et seq*.), administers a Flood-Prone Property Acquisition Program ("Program");

WHEREAS, the Program provides a process for units of local government to apply to the District for funds to assist in acquiring interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of such property as open space in perpetuity for the conservation of natural floodplain functions;

WHEREAS, the [City/Village], acting through the [City/Village] Board, has applied for, and has been awarded, District funds, pursuant to an Intergovernmental Agreement with the District for the Acquisition, Conversion To and Maintenance of Open Space of a Flood Prone Parcel located along McDonald Creek Tributary B ("Intergovernmental Agreement") to carry out the Project described therein;

WHEREAS, the terms of the Program require that the [City/Village] agree to conditions that restrict the use of the land to public open space in perpetuity;

Now, therefore, the grant is made subject to the following conditions:

1. Terms. Pursuant to the terms of the Intergovernmental Agreement by and between the [City/Village] and the District, the following conditions and restrictions shall apply in perpetuity to the parcel described in the attached deed (the "Parcel(s)") and acquired by the [City/Village] (the "City/Village") for open space:

    a. Compatible uses. The Parcel shall be dedicated and maintained in perpetuity as open space for the preservation and conservation of natural floodplain functions. Such uses may include, but are not necessarily limited to: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with the Project.

b. Structures. No new structures or improvements shall be erected on the Parcel other than:

i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
ii. A public rest room; or
iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1(a), above.

Any improvements on the Parcel shall be in accordance with proper floodplain management policies and practices. Structures built on the Parcel according to paragraph (b) of this section shall be floodproofed or elevated to at least the base flood level plus one foot of freeboard, or greater, if required by the Federal Emergency Management Agency ("FEMA"), the District, or if required by any State, Tribal, County or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Parcel, nor may any application for such assistance be made to any Federal entity or source.

d. Transfer/Sale. Any subsequent transfer or sale of the Parcel, by the [City/Village] or one of its successors in interest, must comply with this deed restriction. For any proposed transfer or sale, the District must give prior written approval, in accordance with the following requirements:

i. The [City/Village], or any successor in interest, may convey a property interest to the United States or any agency of the federal government, an agency of the State, or to a unit of local government. Conveyance of any property interest must reference and incorporate this original deed restriction, and it must incorporate a provision for the property interest to revert to the [City/Village] in the event that the transferee ceases to exist or loses its eligible status.

ii. The request by the [City/Village], or any successor in interest, to transfer or sell the Parcel must include a signed statement from the proposed transferee in which it acknowledges and agrees to be bound by the terms of this deed restriction.

2. Inspection. The District, its representatives and assigns shall have the right to enter upon the Parcel, at reasonable times and with reasonable notice, for the purpose of inspecting the Parcel to ensure compliance with the terms of this

deed restriction, the Parcel conveyance and the terms of the Intergovernmental Agreement.

3. Monitoring and Reporting. Every three years on July 1, beginning in 2022, the [City/Village], in coordination with any current successor in interest, shall submit to the District a report certifying that the City has inspected the Parcel within the month preceding the report, and that the Parcel continues to be maintained consistent with the Intergovernmental Agreement.

4. Enforcement. The [City/Village] and its respective representatives, successors and assigns, is responsible for taking measures to bring the Parcel back into compliance if the Parcel is not maintained according with the terms of this deed restriction. The relative rights and responsibilities of the [City/Village] and subsequent holders of the property interest at the time of enforcement (collectively, the "Successor in Interest"), shall include the following:

    a. The [City/Village] shall notify the Successor in Interest in writing of any violations and advise them that they have 60 days to correct the violations.

        i. If the Successor in Interest fails to demonstrate a good faith effort to come into compliance with the terms of the Agreement within the 60-day period, the [City/Village] shall enforce the terms of the Agreement by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

        ii. The District, its representatives, and assignees may enforce the terms of the deed restriction by taking any measures it deems appropriate, including but not limited to one or more of the following:

            a) Requiring transfer of title back to the [City/Village] as required in 1(d)(i). The Successor in Interest or the current holder of the property interest shall bear the costs of bringing the Parcel back into compliance with the terms of the Agreement; or

            b) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the [City/Village] and its respective successors. The [City/Village] or its respective successor shall pay all reasonable attorneys' fees.

5. Perpetual/Permanent Easement in favor of the District. The [City/Village], or any Successor in Interest, acknowledges that in

the future, the District may require use of the purchased Parcel for the purpose of constructing a flood control or sewer project, including, but not limited to, reservoirs, floodwalls, levees, bio-retention systems, porous pavement, bioswales, constructed wetlands, underground storage, and conveyance improvements. To that end, this deed restriction, which is applicable to the [City/Village] and any Successor in Interest, shall constitute a perpetual and permanent easement in favor of the District for any and each of the above-referenced items contained herein.

EXHIBIT D

DISTRICT BOARD ORDER

Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Details (With Text)

File #:	21-1142	**Version:**	1
Type:	Agenda Item	**Status:**	Adopted
File created:	11/22/2021	**In control:**	Stormwater Management Committee
On agenda:	12/2/2021	**Final action:**	12/2/2021

Title: Authority to enter into an intergovernmental agreement with and make payment to the City of Prospect Heights for the acquisition of a flood-prone property (20-IGA-28) in an amount not to exceed $376,000.00, Account 501-50000-612400, Requisition 1572269

Sponsors:

Indexes:

Code sections:

Attachments: 1. 20-IGA-28 Exhibit 1 Prospect Heights Property.pdf

Date	Ver.	Action By	Action	Result
12/2/2021	1	Board of Commissioners	Approved	Pass

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 2, 2021

<u>COMMITTEE ON STORMWATER MANAGEMENT</u>

Mr. Brian A. Perkovich, Executive Director

Authority to enter into an intergovernmental agreement with and make payment to the City of Prospect Heights for the acquisition of a flood-prone property (20-IGA-28) in an amount not to exceed $376,000.00, Account 501 -50000-612400, Requisition 1572269

Dear Sir:

Authority is requested to enter into an intergovernmental agreement (IGA) with and make payment to the City of Prospect Heights (City) for the acquisition of a flood-prone property (20-IGA-28) in an amount not to exceed $376,000.00.

Per the policy on the selection and prioritization of projects for acquiring flood-prone property adopted by the Board of Commissioners on August 7, 2014, the Engineering Department solicited proposals between December 2019 and February 2020 from municipalities, townships, and other governmental agencies for District assistance. From this solicitation, the City’s application was one of five projects identified that met the requirements of the District’s policy.

The flood-prone properties identified by the City in its application were recommended by the Engineering Department for acquisition, and on May 7, 2020, the Board of Commissioners granted authority to negotiate an IGA with the City of Prospect Heights.

The City and the District have agreed in principle to the terms of the IGA, which include payment by the District towards the acquisition of one flood-prone property depicted in the attached exhibit, in an amount not to exceed $376,000.00. The terms of the IGA also require the City to obtain appraisals, prepare an offer, perform closing, deconstruct the purchased structure and restore property to open space, and ensure long term maintenance of the property. The City anticipates acquiring the property in 2022.

Based on the foregoing, it is requested that the Board of Commissioners grant authority for the District to enter into an IGA with and make payment to the City in an amount not to exceed $376,000.00. It is further requested that the Chairman of the Committee on Finance, Executive Director and Clerk be authorized to execute said IGA on behalf of the District, as well as any documents necessary to effectuate the transaction and conveyance, upon approval by the Director of Engineering as to technical matters and by the General Counsel as to form and legality.

Funds for the 2022 expenditure in the amount of $376,000.00 are available in Account 501-50000-612400 and are contingent on the Board of Commissioners' approval of the District's budget for 2022.

Requested, Catherine A. O'Connor, Director of Engineering, KMF:JK
Recommended Brian A. Perkovich, Executive Director
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for December 2, 2021

Attachment

EXHIBIT E

REIMBURSEMENT FORM

Protecting Our Water Environment

Metropolitan Water Reclamation District of Greater Chicago

Intergovernmental Agency Reimbursement Request Form

see full instructions on page 4

Reimbursement Request No.: ____________
Request Date: ____________
Due Date: ____________
Construction Period From: ____________
Construction Period To: ____________

Agency: ______________________________ Agency Zip Code: __________

Project Name and Description: ______________________________

Total Reimbursement Requested: $ ______________

All submittals shall include the following as attachments to this form:

- *Schedule of payments made to Prime Contractor(s) and the amounts attributable to Protected Class Enterprises (PCE).*
- *All related paid invoices and schedules to support amount requested.*
- *Waivers of lien and copies of cancelled checks to support the Prime's payments to PCE subcontractor(s).*

MWRD Internal Use Only

IGA Number: ____________
A/P Purchase Order: ____________
Total MWRD Contribution Amount: $ ____________
Invoiced to Date (including this request): $ ____________
Amount Estimated to Complete: $ ____________
Percentage of Contract Paid (including this request): ______ %

Check One:
☐ Bond Fund 401
☐ Stormwater Fund 501
☐ Escrow

MWRD Approvals:

____________	____________	____________
Assistant Director	Managing Civil Engineer	Project Engineer

Note for Finance (MWRD Project Manager must check one option below)

☐ For 1st or other non-final reimbursement requests: *After payment is processed by Finance, we request that ____________/Stormwater be notified when a check has been issued. Stormwater will send a follow up letter to ensure payment is received.*

☐ For FINAL reimbursement requests: *After Final IGA payment is processed by Finance, we request that the check be held for pickup by Stormwater, and ____________ ____________ (insert name and email) be notified when the check is ready. Stormwater will mail the check with a letter to remind them of their remaining obligations under the IGA.*

AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF COOK

I, ______________________________, the Project Manager and authorized agent for ______________________________, acknowledge and confirm that I have read the attached Payment Request, for the amount of $________________, and that I have full and complete knowledge of the contents thereof, that the same was prepared under my supervision, management and control; and hereby certify (a) that all of the items on the Payment Request are true and correct; (b) that all of the costs listed have been paid and that all of the items on the Payment Request are related to ____ that formed the basis of an Intergovernmental Agreement between the Water Reclamation District and ______________________________; (c) that no part of the amount due under this Payment Request has been heretofore received; and (d) that there are no liens whatsoever on this project in favor of the United States, the State of Illinois, or anyone else.

The Affidavit is made for the purpose of inducing the Water Reclamation District to act upon this Payment Request under an Intergovernmental Agreement between the Water Reclamation District and ______________________________, and with the knowledge and understanding of affiant that the Water Reclamation District will rely upon the representation made in the Affidavit and on the Payment Request and based thereon will make said payment to ______________________________, except for such corrections made by the Water Reclamation District for any and all claims and liens.

State of Illinois
County of Cook
Subscribed and sworn to before me
This date _________________

____
(Notary Public)

____
Authorized Agent
Government Agency

Intergovernmental Agency Reimbursement Request Summary

Agency: ____

Project Name and Description: ____

Reimbursement Request No.: ______ Date: _______________

Were MWRD Biosolids used on this project? ☐ **Yes** ☐ **No**

If YES, please indicate the total quantity use on your *final reimbursement request* here:

_____________ tons / CY (circle one)

If NO, please explain below why they were not used, or if there were no opportunities to use biosolids on your project due to its scope, please check here: ☐

____

If PCE participation does not apply, check here: ☐, and provide explanation below:

Prime Contractor(s)*	Total Paid to Prime	MWRD Share
1.		
2.		
3.		
Totals:	$ 0.00	$ 0.00

Notes:
1. **If this is not the 1st reimbursement request, please enter cumulative values.**
2. **Attach all invoices paid to Prime Contractor(s) as support to this Reimbursement Request.**
3. **If there is more than one Prime Contractor, list them all in the box above.**

Prime Contractor 1: _________________________

PCE Subcontractor Firm Name	PCE Status (select M/W/S/VBE from dropdown):	Total Amount Committed from Prime	Total Paid by Prime Contractor
	Totals:	$ 0.00	$ 0.00

Notes:
1. **If this is not the 1st reimbursement request, please enter cumulative values.**
2. **Use the table below if there are more than 5 PCE subcontractors, or attach additional sheets.**

Prime Contractor 2 (if applicable): _________________________

PCE Subcontractor Firm Name	PCE Status (select M/W/S/VBE from dropdown):	Total Amount Committed from Prime	Total Paid by Prime Contractor
	Totals:	$ 0.00	$ 0.00

Protecting Our Water Environment

Metropolitan Water Reclamation District of Greater Chicago

Intergovernmental Agency Reimbursement Request Instructions

The above pages 1-3 must be completed and submitted with each Reimbursement Request Package. Pages 1-3 may be filled out electronically and emailed as an initial submission. Once the affidavit is signed and notarized, that page can be scanned and emailed. The full reimbursement request package with the original signature on the affidavit must also be mailed to MWRD.

Page 1: Reimbursement Request Form

a. Reimbursement Request Number – Identify the reimbursement request in sequential order beginning with the number 1.
b. Reimbursement Request Date – Record the date the payment reimbursement request is submitted.
c. Due Date – Indicate the date by which reimbursement is requested.
d. Construction Period From – Enter the start date of the construction period for which payment reimbursement is requested.
e. Construction Period To – Enter the end date of construction period for which payment reimbursement is requested.
f. Total Reimbursement Requested - Enter total reimbursement amount requested.

Page 2: Affidavit - (must be signed and notarized)

Page 3: Reimbursement Request Summary (Required supplemental information to support payment request):

a. Please indicate whether or not MWRD biosolids were used on this project and if so, in what quantity. If you unsure or would like more information, contact your MWRD project manager. An answer for this question is required for the final reimbursement request.
b. Protected Class Enterprises (PCE) information is required of all projects with such participation. If PCE participation does not apply to the project, check off the box and provide an explanation.
c. Payment Summary detailed itemization of requested reimbursement categorized by:
    i. Prime Contractor Costs – List by company name all payments made to the prime contractor(s) and indicate MWRD share.
    ii. PCE Sub-contractor Costs per Prime Contractor – List by company name all payments made to PCE sub-contractors and indicate company status.
    iii. For all subsequent reimbursement requests after the first, use cumulative values of the totals paid to each company.
d. Invoices – Include ALL invoices paid by the Agency for which reimbursement is sought.
e. For PCE sub-contractors, attach the following as required in Article 2 of the IGA:
    i. Partial and/or full waiver(s) of lien AND corresponding copies of cancelled checks to provide backup of the amount paid *by the prime contractor to the sub-contractor*; and
    ii. Affirmative Action and VBE Status Report.

The City of
Prospect Heights

To: Mayor Dolick and Members of the City Council

From: Joe Wade, City Administrator

Subject: Request for Authorization to Establish Full-time Police Social Worker Position and Initiate Hiring Process

Date: November 8, 2022

Background

Recently, one of the City's contracted police social workers resigned. As the City is under contract with Omni Youth Services for this service, the organization has advertised and sought a replacement for this position. After approximately one month, Omni's president has advised no responses have been received. The Omni president has also advised the City would be better served in hiring its own police social worker.

The Police Department relationship with Omni Youth Services began when the City obtained a State grant for victims' advocacy services several years ago. The grant and contract stipulated the services Omni would provide. As the grant was intended to offer developmental support, it lapsed and the City assumed the program's cost which is presently $83,800.

The primary services offered from the Omni contract are victims' assistance, which is reactive. While this has worked well for victims' needs, the proactive use of police services has been lacking. Additionally, the contractual structure places the individuals under both Omni and City authority, which is not a preferred management practice.

The grant and Omni relationship has provided services Prospect Heights did not previously have. However, this transition enables us to review how these services are provided and identify an improved method.

Analysis

While victims' advocacy/assistance would continue to be an important responsibility of the position, we would no longer be bound by the structure of the contract and would also include proactive police social services.

Areas that are presently lacking include: crisis intervention and short-term immediate help to individuals who have experienced an event that produces mental, physical, emotional and behavioral distress through referral and follow up to appropriate agencies; community-based outreach and collaboration with other agencies; case management to residents including the provision of resources and referrals; short term counseling; community outreach; public education programs or events for citizens on areas pertaining to social services.

Coupling these services with victims' assistance work, this is the social service model of a large majority of area communities.

Recommendation
The staff proposal is to hire a police social worker with a starting salary of $70,000, with a three-year step increase to $80,000 present value. (For comparison purposes, a salary survey of this position of 20 north and northwest suburban communities had an average starting salary of $72,329 and a top salary of $101,285).

With benefits, (Please remember we calculate the cost of all new positions with maximum family health care.) the present total cost to the City is $113,689. At top salary, after three years, the total cost to the City is $125,513.

In evaluating this transition, Chief Caponigro and I believe the additional $30,000 to $40,000 annual cost to the City will provide value added social services to the community.

As our present police social service structure is diminishing, and Omni has not been able to restore the resigned position, this is the opportune time to address this matter.

Chief Caponigro recommends, with City Administrator concurrence, the authorization of this position within the City roster of positions, and to begin the recruitment and selection process.

RESOLUTION NO. R-22-43

RESOLUTION AUTHORIZING THE INITIATION OF POLICE SOCIAL WORKER POSITION AND APPROVING ASSOCIATED RECRUITMENT AND SELECTION PROCESS

Whereas, the City of Prospect Heights has contracted with Omni Youth Services for Victims' Advocates Services; and

Whereas, staffing changes within the Omni contract have recently left a vacancy in staff and services; and

Whereas, the Police Chief and City Administrator have evaluated the service needs of the community; and

Whereas, it is the recommendation of the Chief and City Administrator for the City to authorize a police social worker position and associated pay and benefits, which will provide added value to City services.

Whereas, the Omni vacancy and recommended action is not corresponding with the City's budget timeframe and process, causing Council consideration outside of the normal budget process.

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

Section One: The recommendation to initiate the police social worker position within the City's staffing is hereby approved and authorized.

Section Two: The City Administrator, or his designee, is authorized to take all necessary steps to initiate, recruit, select and fill this position.

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

Passed and approved this 14th day of November, 2022

____
Matthew Dolick, Mayor

Attest:

____
Deputy City Clerk

Ayes: ____

Nays: ____

Absent: ____

The City of
Prospect Heights

To: Mayor Dolick and Members of the City Council

From: Joe Wade, City Administrator

Subject: Agreement with the Prospect Heights Park District for Compensatory Storm Water Storage for Willow Road Flood Control Project

Background
Willow Road typically experiences closure during significant storm water events. For example, the roadway was closed for eight days in 2020.

The City of Prospect Heights recently approved an agreement with the Metropolitan Water Reclamation District and Cook County for a flood control project, which will raise the grade of approximately 900 linear feet of Willow Road, 2-4 feet, and Owen Street, 1-2 feet, to improve storm water flow and prevent flooding. Essentially, the elevation change and culvert installation will cause water which presently stands on the street surface, to flow under the roadways.

While culverts will be added under Willow Road, there will be no change to the hydrology of the Slough and Hillcrest Lake system. Slough and Lake levels will not be impacted. The culverts under Willow Road are designed to maintain the same hydraulic conditions as presently exist. Also, there will be no change to the outflow of Hillcrest Lake.

Willow Road will close for 6-9 months, largely due to the allowance of time needed for soil settling. As the project involves fill replacement in the regulatory floodplain, City and other regulatory agencies require excavation of a commensurate amount of floodplain volume. Project managers have secured compensatory storm water storage and associated easement agreements through the cooperative assistance of Our Redeemer Lutheran Church and the Prospect Heights Park District. The use of Church and Somerset Park locations have received preliminary conceptual regulatory approval.

Analysis
The agreement with the Park District provides for the construction, operation and maintenance of the compensatory storm water storage area. The agreement addresses construction and property restoration items.

The compensation to the Park District is based on a calculation of $1/SF, with the total amount being $12,700.

Recommendation

The City is grateful to the Church and Prospect Heights Park District for the use of their property to enable the construction of the Willow Road Flood Control Improvement. Staff recommends approval of the agreement.

RESOLUTION NO. R-22-44

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PROSPECT HEIGHTS AND PROSPECT HEIGHTS PARK DISTRICT FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A COMPENSATORY STORAGE AREA IN PROSPECT HEIGHTS, ILLINOIS

WHEREAS, the City of Prospect Heights (the "City") is a municipal entity duly organized and operating pursuant to the laws of the State of Illinois; and

WHEREAS, the Prospect Heights Park District ("Park District") seeks to enhance the quality of life for all residents of the District through the development and maintenance of park lands and facilities, utilizing available resources, as well as to promote community involvement through a variety of recreation programs, educational opportunities and special events within the City of Prospect Heights; and

WHEREAS, the City, together with the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"), has undertaken to design and construct a Compensatory Storage Area for stormwater storge; and

WHEREAS, the Park District is the owner of certain property located adjacent to McDonald Creek generally located near the northeast corner of Schoenbeck Road and Palatine Road, commonly referred to as Somerset Park in the City of Prospect Heights, Illinois ("Subject Park District Property"); and

WHEREAS, the City requires access to land owned by the Park District for construction of one of the Compensatory Storage Areas contemplated by the project ("Compensatory Storage Area #1"); and

WHEREAS, the Park District is willing to allow the City to use a portion of its property for the construction, operation, and maintenance of the Compensatory Storage Areas in the Subject Park District Property, namely Compensatory Storage Area #1; and

WHEREAS, an intergovernmental agreement between the City and Park District, attached hereto, has been prepared in order to set forth the fees to be paid to the Park District in support of the agreement and in exchange for the temporary construction and perpetual access for maintenance; and

WHEREAS, the City and Park District are authorized by the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act to make an agreement with each other;

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

Section 1: The recitals set forth hereinabove shall be and are hereby incorporated as findings as if said recitals were fully set forth within this Section One.

Section 2: The City Council agrees that the intergovernmental agreement between the City and the Park District furthers the goals of both the City and Park District and is in the best interest of the parties.

Section 3: Any and all policies or resolutions of the City of Prospect Heights that conflict with the provisions of this resolution shall be and are hereby repealed to the extent of such conflict.

Section 4: The Resolution shall be in full force and effect from and after its passage as provided by law.

Passed and Approved this ______ day of ______, 2022

____
Matthew Dolick, Acting Mayor

ATTEST:

____
City Clerk

AYES:

NAYS:

ABSENT:

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PROSPECT HEIGHTS AND PROSPECT HEIGHTS PARK DISTRICT FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A COMPENSATORY STORAGE AREA IN PROSPECT HEIGHTS, ILLINOIS

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") between the City of Prospect Heights, an Illinois municipal corporation ("City"), and the Prospect Heights Park District, an Illinois park district and unit of local government ("Park District"). Individually, the City and the Park District shall be referred to in this Agreement as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the City has undertaken the construction of two Compensatory Storage Areas for stormwater storage ("Compensatory Storage Areas"); and

WHEREAS, the City requires access to land owned by the Park District for construction of one of the Compensatory Storage Areas contemplated by the project ("Compensatory Storage Area #1"); and

WHEREAS, the City requires access to land owned by Our Redeemer Lutheran Church for construction of one of the Compensatory Storage Areas contemplated by the project ("Compensatory Storage Area #2"); and

WHEREAS, the Park District is the owner of certain property located adjacent to McDonald Creek generally located near the northeast corner of Schoenbeck Road and Palatine Road, commonly referred to as Somerset Park in the City of Prospect Heights, Illinois ("Subject Park District Property"); and

WHEREAS, the Park District is willing to allow the City to use a portion of its property for the construction, operation, and maintenance of the Compensatory Storage Areas in the Subject Park District Property, namely Compensatory Storage Area #1; and

WHEREAS, the Parties reasonably believe that the construction, operation and maintenance of certain compensatory storage area in portions of Subject Park District Property is expected to reduce the frequency and severity of flooding within the Parties' respective corporate boundaries; and

WHEREAS, based on the foregoing, the Park District has determined that it is in the public's interest to grant certain easement rights to the City in order to facilitate the construction, operation, and maintenance of Compensatory Storage Area #1; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the Parties wish to define and establish their respective rights, responsibilities and obligations with respect to the construction, operation, and maintenance of the Compensatory Storage Area that is located within the Subject Park District Property.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference and made a part hereof as though fully set forth herein, the same constituting the factual basis for this Agreement.

2. Compensatory Storage Area. The City shall, at its sole cost and expense, design and construct two Compensatory Storage Areas for storm water storage. One of the areas is on property located within the Subject Park District Property owned by the Park District, known a Compensatory Storage Area #1. The majority of the proposed compensatory storage area is located within the floodplain and therefore construction of the storage area will have minimal impact on the Subject Park District Property. The City's design and construction plan for the compensatory storage are attached hereto as Exhibit A. The Parties specifically acknowledge that the plans and specifications attached hereto as Exhibit A at the time of execution of this Agreement may be preliminary in nature and may not be the Final Approved Plans and Specifications. Accordingly, the Parties agree that the Approved Plans and Specifications, once completed and agreed upon by both Parties, shall be attached to this Agreement as Exhibit A and shall replace any preliminary plans and specifications attached hereto at the time of execution. The Parties, through their respective City Administrator and Executive Director, shall execute an appropriate document confirming the attachment of the Approved Plans and Specifications to this Agreement.

3. Compensation. The Parties have mutually agreed to compensation for the City's use of the Park District Subject Property. The majority of the proposed Compensatory Storage Area is located within the floodplain. The Parties have agreed that the City will compensate the Park District for a license to utilize the portion of the Subject Park District Property located outside the floodplain. The agreed to compensation is in the amount of $1 per square foot. The Parties have agreed that the fair and equitable compensation for license to utilize this portion is in the amount of $12,700.00. The process for the Park District to receive payment shall be as follows:

   a. The Parties approve and execute this Intergovernmental Agreement;

   b. The approval and execution of the "Intergovernmental Agreement By And Between The City Of Prospect Heights, The County Of Cook, And The Metropolitan Water Reclamation District Of Greater Chicago For Design, Construction, Operation, And Maintenance Of A Flood Control Project At Willow Road On McDonald Creek Tributary A", attached hereto as Exhibit D; and;

   c. Final review of and approval of the City's Plans and Specifications as outlined in Paragraph 5.

4. Easements. To facilitate the construction, operation and maintenance of the Compensatory Storage Area, the Park District shall grant to the City certain temporary construction easement rights and certain perpetual access and maintenance easement rights in and to the Park District Subject Property to be used for stormwater storage purposes. The temporary construction easement and perpetual access and maintenance agreement shall be in substantially the form attached hereto as Exhibit B and incorporated herein by reference, subject to such additional modifications as mutually agreed to by the Parties in writing.

5. Review of City's Plans and Specifications. The City shall submit to the Park District for review and comment the proposed plans and specifications for Compensatory Storage Area #1to be constructed by the City in the Park District Subject Property pursuant to this Agreement. The proposed plans and specifications shall be prepared in accordance with all applicable City ordinances, County of Cook Ordinances, and State and Federal statutes, rules, and regulations.

6. Schedule of Construction. The Parties shall reasonably cooperate in coordination of the construction, operation and maintenance contemplated by this Agreement or any exhibits hereto, so as to minimize any adverse impact on Park District property and operations. The City shall notify the Park District in writing at least thirty (30) days prior to commencement of construction, staging or site preparation for any construction, operation and maintenance contemplated by this Agreement or any exhibits attached hereto. The City shall also provide the Park District with a copy of the construction schedule for any construction, operation and maintenance contemplated by this Agreement or any exhibits attached hereto, as the same may be revised from time to time.

7. Restoration of the Park District Property.

a. Following the City's completion of the Compensatory Storage Area, the City shall, at its sole cost and expense, restore all affected portions of the Park District Subject Property to the same or similar condition as existed prior to the commencement of any construction thereon by the City, which is further detailed in Exhibit C.

b. All restoration, repair and replacement shall be completed to the reasonable satisfaction of Park District within thirty (90) days after the completion of the Compensatory Storage Area or, if due to weather conditions or other circumstances which in the Parties opinion would make any such restoration, repair and replacement inadvisable, then within such later time period as the Parties reasonably agree.

8. Maintenance and Repair of the Compensatory Storage Area. The City shall maintain the Compensatory Storage Area in such a manner so as to ensure that the Storage Area remain in good working order and repair at all times and will further ensure that the Compensatory Storage Area comply at all times with applicable federal, state and local law, including the ordinances and regulations of the County of Cook and the City of Prospect Heights. The Specifications for Restoration and Maintenance of the Compensatory Storage Area are further detailed in Exhibit C.

9. Indemnification and Hold Harmless. To the fullest extent permitted by law, the Parties agree to indemnify, defend, save and hold harmless the one another and their elected and appointed officials, officers, employees, agents, and volunteers (individually and collectively, the "Indemnitees") from and against any and all liabilities, claims, losses, and/or demands for personal injury and/or property damage, including reasonable attorneys' fees, arising out of or caused by any act or omission of the City or Park District, any contractors or subcontractors, anyone directly or indirectly employed or engaged by any of them, or anyone for whose acts any of them may be liable, arising out of or in connection with any work or activity performed pursuant to this Agreement, the grants of easement contemplated by this Agreement, any work or activity performed on or in the Subject Park District Property which relates to or involves the compensatory Storage Area constructed and installed by the City, and/or any work or activity performed in connection with the City's construction, operation, or maintenance of the Compensatory Storage Area.

10. Subsequent Modifications. The Park District retains the right of access to and use of the Subject Park District Property in any manner not inconsistent with the rights granted to the City under this Agreement or any exhibits attached hereto. The City shall not modify any Compensatory Storage Area constructed pursuant to the terms of this Agreement or any exhibits attached hereto, or add any additional improvements not specifically included in this Agreement or any exhibits or addenda attached hereto, without the prior, express written approval of the Park District.

11. Insurance. At all times while this Agreement remains in effect, each Party shall procure adequate insurance and/or self-insurance to protect itself, its officers, employees and agents from any liability for bodily injury, death and/or property damage in connections with the stormwater improvements constructed pursuant to this Agreement or any exhibits attached hereto.

12. Termination.

A. The City may, in its sole discretion and prior to the construction of any Compensatory Storage Area, declare this Agreement, including any exhibits attached hereto, null and void by sending the Park District the appropriate written notice pursuant to paragraph 18 below.

B. The Park District may, in its sole discretion, declare this Agreement, including any exhibits attached hereto, null and void by sending the City the appropriate written notice pursuant to paragraph 18 below in the event the City does not enter into an agreement for the construction of the Compensatory Storage Area contemplated by this Agreement or by any exhibits attached hereto within two (2) years from the execution date of this Agreement.

13. No Waiver. No waiver of any rights which either Party has in the event of any default or breach by City under this Agreement shall be implied from the failure by the other Party to take any action on account of such breach or default, and no express waiver shall affect any

breach or default other than the breach or default specified in the express waiver and then only for the time and to the extent therein stated.

14. Entire Agreement**.** This instrument contains the entire agreement between the Parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect, and any modifications to this Agreement must be in writing and must be signed by all Parties to this Agreement.

15. Severability**.** Invalidation by judgment or court order of any one or more of the covenants or restrictions contained herein shall in no way affect any other provisions which shall remain in full force and effect.

16. Law Governing**.** The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance.

17. Captions and Paragraph Headings. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

18. Notices. All notices provided for herein shall be served upon the Parties by personal delivery, email, fax or Certified United States mail, return receipt requested, at the following locations, or at such other location or locations as the Parties may from time to time designate in writing:

Notice to Park District:	Notice to City:
Christina Ferraro	Joe Wade
Executive Director	City Administrator
Prospect Heights Park District	City of Prospect Heights
110 W. Camp McDonald Rd.	8 N. Elmhurst Road
Prospect Heights, IL 60070	Prospect Heights, IL 60070

Notices shall be deemed given and effective upon receipt by the Party to whom it was sent.

19. No Waiver of Tort Immunity. Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to either Party under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

20. No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty to any third party.

21. Compliance with Laws. The Parties shall comply with all applicable federal, state, county, and local statutes, ordinances, rules, regulations, and codes.

22. Counterparts. This Agreement may be executed in counterparts that, taken together, will be effective as if they were a single document. Signatures transmitted by a Portable Document Format (.pdf) file or facsimile shall be treated as originals.

23. Prevailing Party. The prevailing party in any suit or action to enforce the provisions of this Agreement shall be entitled to recover his or her costs in enforcing this Agreement, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

PROSPECT HEIGHTS PARK DISTRICT	**CITY OF PROSPECT HEIGHTS**
______________________________	______________________________
President, Board of Park Commissioners	Acting Mayor
ATTEST:	ATTEST:
______________________________	______________________________
Secretary, Board of Park Commissioners	City Clerk

EXHIBIT A

Approved Plans and Specifications

EXHIBIT B

Form Temporary Construction Easement and Perpetual Access
and Maintenance Easement Agreement

EXHIBIT C

Specifications for Restoration and Maintenance

EXHIBIT D

Intergovernmental Agreement By And Between The City Of Prospect Heights, The County Of Cook, And The Metropolitan Water Reclamation District Of Greater Chicago For Design, Construction, Operation, And Maintenance Of A Flood Control Project At Willow Road On McDonald Creek Tributary A

The City of Prospect Heights

To: Mayor Dolick and Members of the City Council

From: Joe Wade, City Administrator

Subject: License for Use, Temporary Construction easement and Perpetual Access and Maintenance Easement Agreement with Our Redeemer Lutheran Church for Compensatory Storm Water Storage

Background
Willow Road typically experiences closure during significant storm water events. For example, the roadway was closed for eight days in 2020.

The City of Prospect heights recently approved an agreement with the Metropolitan Water Reclamation District and Cook County for a flood control project, which will raise the grade of approximately 900 linear feet of Willow Road, 2-4 feet, and Owen Street, 1-2 feet, to improve storm water flow and prevent flooding. Essentially, the elevation change and culvert installation will cause water which presently stand on the street surface, to flow under the roadways.

While culverts will be added under Willow Road, there will be no change to the hydrology of the Slough and Hillcrest Lake system. Slough and Lake levels will not be impacted. The culverts under Willow Road are designed to maintain the same hydraulic conditions as presently exist. Also, there will be no change to the outflow of Hillcrest Lake.

Willow Road will close for 6-9 months, largely due to the allowance of time needed for soil settling. As the project involves fill replacement in the regulatory floodplain, City and other regulatory agencies require excavation of a commensurate amount of floodplain volume. Project managers have secured compensatory storm water storage and associated easement agreements through the cooperative assistance of Our Redeemer Lutheran Church and the Prospect Heights Park District. The use of Church and Somerset Park locations have received preliminary conceptual regulatory approval.

Analysis
The license agreement with Our Redeemer Lutheran Church provides for the construction, operation and maintenance of a portion of Church property for the purpose of compensatory storm water storage.

The City will pay the Church $51,000 for this licensure.

Recommendation

The City is grateful to the Church and Prospect Heights Park District for the use of their property to enable the construction of the Willow Road Flood Control Improvement. Staff recommends approval of the agreement.

RESOLUTION NO. R-22-45

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PROSPECT HEIGHTS AND OUR REDEEMER LUTHERAN CHURCH FOR A LICENSE AND EASEMENT AGREEMENT

WHEREAS, the City of Prospect Heights (the "City") is a municipal entity duly organized and operating pursuant to the laws of the State of Illinois; and

WHEREAS, the City, together with the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"), has undertaken to design and construct a Compensatory Storage Area for stormwater storge; and

WHEREAS, Our Redeemer Lutheran Church ("Church") is the owner of certain property located adjacent to McDonald Creek and generally located near the northeast corner of Schoenbeck Road and Palatine Road, in the City of Prospect Heights, Illinois ("Subject Church Property"); and

WHEREAS, the City requires access to land owned by Our Redeemer Lutheran Church for construction of one of the Compensatory Storage Areas contemplated by the project ("Compensatory Storage Area #2"); and

WHEREAS, the Church is willing to allow the City to use a portion of Subject Church Property to construct the Compensatory Storage Area; and

WHEREAS, an License for Use, Temporary Construction Easement and Perpetual Access and Maintenance Easement Agreement ("Agreement"), attached hereto, between the City and Church has been prepared in order to set forth the fees to be paid to the Church in support of the agreement and in exchange for the temporary construction and perpetual access for maintenance;

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

Section 1: The recitals set forth hereinabove shall be and are hereby incorporated as findings as if said recitals were fully set forth within this Section One.

Section 2: The City Council agrees that the agreement between the City and the Church furthers the goals of both the City and Church and is in the best interest of the parties.

Section 3: Any and all policies or resolutions of the City of Prospect Heights that conflict with the provisions of this resolution shall be and are hereby repealed to the extent of such conflict.

Section 4: The Resolution shall be in full force and effect from and after its passage as provided by law.

Passed and Approved this ______ day of ______, 2022

Matthew Dolick, Acting Mayor

ATTEST:

City Clerk

AYES:

NAYS:

ABSENT:

LICENSE FOR USE, TEMPORARY CONSTRUCTION EASEMENT AND PERPETUAL ACCESSAND MAINTENANCE EASEMENT AGREEMENT

THIS LICENSE FOR USE, TEMPORARY CONSTRUCTION EASEMENT AND PERPETUAL ACCESS AND MAINTENANCE EASEMENT AGREEMENT ("Agreement") is made and entered into as of this ___ day of ___________, 2022 ("Effective Date") by and between the City of Prospect Heights, an Illinois municipal corporation ("City"), and the Our Redeemer Lutheran Church, ("Church"). City and Church are hereinafter sometimes referred to individually as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, the City, together with the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"), has undertaken to design and construct a Compensatory Storage Area for stormwater storge; and

WHEREAS, the Church is the owner of certain property located adjacent to McDonald Creek and generally located near the northeast corner of Schoenbeck Road and Palatine Road, in the City of Prospect Heights, Illinois ("Subject Church Property"); and

WHEREAS, the City requires access to land owned by the Park District for construction of one of the Compensatory Storage Areas contemplated by the project ("Compensatory Storage Area #1"); and

WHEREAS, the City requires access to land owned by Our Redeemer Lutheran Church for construction of one of the Compensatory Storage Areas contemplated by the project ("Compensatory Storage Area #2"); and

WHEREAS, the Church is willing to allow the City to use a portion of Subject Church Property to construct the Compensatory Storage Area; and

WHEREAS, the Parties have expressed mutual agreement for the construction and maintenance of a Compensatory Storage Area on portions of the Subject Church Property, and in furtherance of this mutual agreement recognize that the Church must grant the City a temporary construction and permanent access and maintenance easement in order to facilitate the construction maintenance of the Compensatory Storage Area; and

WHEREAS, the Church has determined that it is in its best interest to grant such an easement to the City, subject to the terms and conditions of this Agreement; and

WHEREAS, the Parties desire to formally establish their respective rights and obligations regarding the construction, use, maintenance, and repair of the property in furtherance of the development of the Compensatory Storage Area.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference and made a part hereof as though fully set forth in this paragraph 1, the same constituting the factual basis for this Agreement.

2. Compensatory Storage Area. The City shall, at its sole cost and expense, design and construct two Compensatory Storage Areas for storm water storage. One of the areas is on property located within the Subject Park District Property owned by the Church, known as Compensatory Storage Area #2. The majority of the proposed compensatory storage area is located within the floodplain and therefore construction of the storage area will have minimal impact on the Subject Church Property. The City's design and construction plan for the compensatory storage are attached hereto as Exhibit A. The Parties specifically acknowledge that the plans and specifications attached hereto as Exhibit A at the time of execution of this Agreement may be preliminary in nature and may not be the Final Approved Plans and Specifications. Accordingly, the Parties agree that the Approved Plans and Specifications, once completed and agreed upon by both Parties, shall be attached to this Agreement as Exhibit A and shall replace any preliminary plans and specifications attached hereto at the time of execution. The Parties, through their respective City Administrator and Executive Director, shall execute an appropriate document confirming the attachment of the Approved Plans and Specifications to this Agreement.

3. Compensation. The Parties have mutually agreed upon compensation for the license to utilize the Subject Church Property and for the costs to restore the Subject Church Property to an agreed upon condition as follows:

(a.) License For Use Compensation. The majority of the proposed Compensatory Storage Area is located within the floodplain and therefore construction and grading will have a minimal impact on the Subject Church Property. The Parties have mutually agreed that the fair compensation rate for use of land outside the floodplain shall be at the rate of $1/square foot. Based on this rate the City shall pay the Church $11,300.00 for the portion of the Subject Church Property impacted by the Compensatory Storage Area that is outside the floodplain.

(b.) Restoration Compensation. The Parties have agreed that the City shall pay the Church $51,000.00 for the cost to restore the Church property impacted by the construction of the Compensatory Storage Area as detailed further in Paragraph 8 and Exhibits A, B and C.

4. Grant of Temporary Construction Easement. Subject to the terms and conditions of this Agreement, Church hereby grants to City, and any of City's agents, representatives, employees, contractors, subcontractors, material suppliers, successors or assigns, a temporary construction easement under, over, on and across those portions of the Church Property legally

described in Exhibit A and depicted in Exhibit B, both of which are attached hereto and incorporated herein by reference ("Temporary Construction Easement Premises"), for the purpose of constructing the Compensatory Storage Area ("Temporary Construction Easement").

5. Term of Temporary Construction Easement. The Temporary Construction Easement granted pursuant to paragraph 3 of this Agreement shall begin on the Effective Date of this Agreement and shall expire thirty (30) days after final completion of the Compensatory Storage Area project.

6. Grant of Non-exclusive Perpetual Access and Maintenance Easement. Subject to the terms and conditions of this Agreement, Church hereby grants to City, and any of City's agents, representatives, employees, contractors, subcontractors, material suppliers, successors or assigns, a non-exclusive perpetual access and maintenance easement over and across those portions of the Church Property legally described in Exhibit A and depicted in Exhibit B ("Access and Maintenance Easement Premises" and, together with the Temporary Construction Easement Premises collectively referred to as the "Easement Premises") for access, ingress, and egress for vehicles and pedestrians solely for the maintenance and repair of the Compensatory Storage Area (the "Access and Maintenance Easement"); provided, however, that major maintenance, including any construction or reconstructions, shall require, prior to such work, the prior express written consent of Church.

7. Term of the Perpetual Access and Maintenance Easement. The Access and Maintenance Easement granted pursuant to paragraph 5 of this Agreement shall begin following final completion of the Compensatory Storage Area and shall be perpetual in nature. Notwithstanding the above, the Parties hereto, or their successors or assigns, may mutually agree in writing to modify the Access and Maintenance Easement at any time.

8. Scope of Work. The construction of the Compensatory Storage Area shall be performed in accordance with the plans, specifications, drawings, and other related documents prepared by the MWRD and the City's engineers and attached hereto as Exhibit C and incorporated herein by reference, subject to any changes or modifications agreed to in writing by both Parties ("Final Plans").

9. Restoration Obligations. Upon termination of the Temporary Construction Easement, or upon completion of any work contemplated by this Agreement and performed pursuant to the Access and Maintenance Easement granted pursuant to paragraph 5, City shall pay the Church $51,000.00 as set forth in paragraph 2(b). This mutually agreed upon amount is for the cost to resurface approximately 1,700 square yards of parking lot space which is anticipated to require resurfacing following construction.

10. Hold Harmless. City shall conduct its operations on the Subject Church Property entirely at its own risk. To the fullest extent permitted by the laws of the State of Illinois, City hereby forever waives, relinquishes and discharges and holds harmless Church, its elected and appointed officials, officers, employees, agents, and volunteers from any and all claims of every nature whatsoever, which City may have at any time against Church, its elected and appointed officials, officers, employees, agents, and/or volunteers, including without

limitation claims for personal injury or property damage sustained or incurred by City or any person claiming by, through or under City, relating directly or indirectly to the Compensatory Storage Area, the construction of the Compensatory Storage Area or the exercise of the rights and privileges granted hereunder.

11. Indemnification. City shall defend, indemnify and hold harmless Church, its elected and appointed officials, officers, employees, agents, and volunteers against and from any and all liabilities, claims, losses, costs, damages and expenses of every nature whatsoever, including without limitation reasonable attorneys' and paralegal fees, suffered, incurred or sustained by any such indemnified persons, including without limitation liabilities for the death of or injury to any person or the loss, destruction or theft of or damage to any property, relating directly or indirectly to, or arising directly or indirectly from, the exercise by City, its employees, agents, or contractors, or any other person acting on its or their behalf, or with its or their authority or permission, of the rights and privileges granted City under this Agreement. City shall defend, indemnify and hold harmless Church against and from any and all claims, losses, costs, damages and expenses, including without limitation reasonable attorneys' and paralegal fees, suffered, sustained or incurred by Church as a result of City's breach of any provision of this Agreement or otherwise incurred by Church in enforcing the terms of this Agreement.

12. Insurance.

(a) City shall keep in full force and effect at all times during this Agreement commercial general liability insurance, including contractual liability coverage, Workers' Compensation insurance, and such other types of insurance in such amounts and with such companies or self-insurance pools as are reasonably acceptable to Church, but, in any event, not less than the coverages and amounts set forth in Exhibit D. The minimum insurance coverage specified in this Paragraph 12 may be provided by self-insurance, participation in a risk management pool, commercial policies of insurance, or a combination thereof. City shall name the Church, its elected and appointed officials, officers, employees, agents, and volunteers as an additional insured on any such insurance, and shall provide Church with a copy of a Certificate of Insurance and Additional Insured Endorsement evidencing same prior to commencing any work or activity on the Subject Church Property, and said insurance shall not be modified, terminated, canceled or not renewed without at least thirty (30) days advanced written notice to the Church.

(b) In addition to, and in furtherance and not in limitation of, City's insurance obligations set forth above, and at no cost to Church, City shall require any contractor(s) or subcontractor(s) performing any of the work contemplated by this Agreement to obtain and keep in full force and effect for so long as any claim relating to the Compensatory Storage Area legally may be asserted, comprehensive general liability and property damage insurance written to include the coverages and for not less than the minimum limits, or greater if required by law, as provided in Exhibit D attached hereto and incorporated herein by reference, and to otherwise comply with all other requirements set forth therein.

City shall similarly require any contractor(s) or subcontractor(s) performing any of the work contemplated by this Agreement to defend, indemnify and hold harmless Church in accordance with and as more fully set forth in Subsection D of Exhibit D attached hereto.

13. Lien Indemnification. City shall not cause or suffer or permit to be created any mechanics' or materialmen's liens or claims against the Subject Church Property. City shall defend, indemnify and hold harmless Church from and against any such claims or liens.

14. No Waiver. No waiver of any rights which Church has in the event of any default or breach by City under this Agreement shall be implied from failure by Church to take any action on account of such breach or default, and no express waiver shall affect any breach or default other than the breach or default specified in the express waiver and then only for the time and to the extent therein stated.

15. Tort Immunity. Nothing contained in this Agreement shall be construed or deemed to diminish or constitute a waiver or relinquishment of the rights, privileges, defenses and immunities available or afforded to the City under the Illinois Local Governmental and Governmental Employee's Tort Immunity Act or under other State statutes affording similar protections.

16. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, intended or otherwise, and no claim as a third party beneficiary under this Agreement may or shall be made, or be valid against, either Party.

17. Notices. All notices provided for herein shall be served upon the Parties by personal delivery, email, fax or Certified United States mail, return receipt requested, at the following locations, or at such other location or locations as the Parties may from time to time designate in writing:

Notice to Church:

Our Redeemer Lutheran Church
304 W. Palatine Road
Prospect Heights, IL 60070

Notice to City:
Joe Wade
City Administrator
City of Prospect Heights
8 N. Elmhurst Road
Prospect Heights, IL 60070

*Notices shall be deemed given when received by the Party to whom it was sent.

18. Modification. This Agreement contains the entire agreement between the Parties with respect to the use of the Subject Church Property by City in connection with the Compensatory Storage Area and cannot be modified except in a writing, dated subsequent to the date hereof and signed by both Parties.

19. Counterparts. This Agreement may be executed in counterparts that, taken together, will be effective as if they were a single document. Signatures transmitted by a Portable Document Format (.pdf) file or facsimile shall be treated as originals..

20. Independent Agreement. Nothing in this Agreement shall be deemed to create any joint venture or partnership between the Parties. Neither Church nor City shall have the power to bind or obligate the other except as to the extent expressly set forth in this Agreement.

21. Governing Laws. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by a duly authorized officer thereof, as of the year and date first above written.

OUR REDEEMER LUTHERAN CHURCH	**CITY OF PROSPECT HEIGHTS**
______________________________	______________________________
	Acting Mayor
ATTEST:	ATTEST:
______________________________	______________________________
	City Clerk

GRANTOR'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____________________ 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 acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this __ day of _________, 2022.

____
Notary Public

My Commission expires:_____________

GRANTEE'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ______________________ 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 acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this __ day of __________, 2022.

____
Notary Public

My Commission expires:______________

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT CHURCH PROPERTY, TEMPORARY CONSTRUCTION EASEMENT PREMISES AND ACCESS AND MAINTENANCE EASEMENT PREMISES

EXHIBIT B
PLAT OF EASEMENT

EXHIBIT C
FINAL PLANS

EXHIBIT D
INSURANCE REQUIREMENTS

11/14/2022

Checks		
General Fund	**$**	**442,210.93**
Motor Fuel Tax Fund		**-**
Palatine/Milwaukee Tax Increment Financing District		**-**
Tourism District		**8,550.80**
Development Fund		**-**
Drug Enforcement Agency Fund		**37,598.39**
Solid Waste Fund		**29,788.00**
Special Service Area #1		**-**
Special Service Area #2		**-**
Special Service Area #3		**-**
Special Service Area #4		**-**
Special Service Area #5		**-**
Special Service Area #8 - Levee Wall #37		**250.50**
Special Service Area-Constr#6(Water Main)		**-**
Special Service Area-Debt#6		**197,552.50**
Capital Improvements		**100,110.55**
Palatine Road Tax Increment Financing		**-**
Road Construction		**-**
Road Construction Debt		**1,142,241.25**
Water Fund		**115,715.55**
Parking Fund		**270.74**
Sanitary Sewer Fund		**4,651.50**
Road/Building Bond Escrow		**1,052.00**
Police Pension		**-**
TOTAL	**$**	**2,079,992.71**
Wire Payments		
10/21/22 PAYROLL		**181,195.99**
11/1/2022 PAYROLL-LONGEVITY		**19,346.00**
11/4/2022 PAYROLL		**209,783.80**
IMRF-OCTOBER		**20,306.07**
	$	**2,510,624.57**

Report Criteria:
Detail report.
Invoices with totals above $0.00 included.
Paid and unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
AFLAC	370466	DEC 22 WITHOLDING	10/25/2022	01-000-2031	227.04	.00	
Total AFLAC:					227.04	.00	
AMERICAN WATER WORKS AS	SO6226	AWWA MEMBERSHIP DUES202	10/01/2022	51-300-5310	383.00	.00	
Total AMERICAN WATER WORKS ASSN:					383.00	.00	
ANDREW HART	10/18/22	NWBOCA TRAINING	10/18/2022	01-340-5330	30.00	.00	
ANDREW HART	10/18/22-2	SAFETY GRANT BOOTS	10/18/2022	01-340-7020	274.98	.00	
Total ANDREW HART:					304.98	.00	
Anna Zaharopoulos	11/7/22 RFND	REFUND OVERPAYMENT	11/07/2022	53-000-1020	3,000.00	.00	
Total Anna Zaharopoulos:					3,000.00	.00	
APPLIED CONCEPTS INC	#S278230	4 FOOT ANTENNA CABLE	11/04/2022	01-360-5610	104.00	.00	
Total APPLIED CONCEPTS INC:					104.00	.00	
ATECH SURVEILLANCE LLC	INV0402	NEW INHOUSE CAMERAS	11/02/2022	01-560-7020	7,930.10	.00	
Total ATECH SURVEILLANCE LLC:					7,930.10	.00	
AZAVAR AUDIT SOLUTIONS	156294	HOTEL TAX AUDIT	09/30/2022	13-100-3020	4,268.29	.00	
Total AZAVAR AUDIT SOLUTIONS:					4,268.29	.00	
BEST TECHNOLOGY SYSTEMS	BTL-22211	bullet trap inspect & clean, hazard	10/22/2022	01-360-5740	1,012.50	.00	
BEST TECHNOLOGY SYSTEMS	BTL-22211	bullet trap inspect & clean, hazard	10/22/2022	01-360-5610	1,012.50	.00	
Total BEST TECHNOLOGY SYSTEMS INC:					2,025.00	.00	
CANON FINANCIAL SERVICES	29462359	NOV 22 BUILDING COPIER	11/01/2022	01-340-7020	173.97	.00	
Total CANON FINANCIAL SERVICES:					173.97	.00	
CARDMEMBER SERVICE	09/21/22	ZOOM 8/23-9/22	09/21/2022	01-310-5300	50.00	50.00	10/27/2022
CARDMEMBER SERVICE	09/21/22	OFFICE SUPPLIES AMAZON	09/21/2022	01-340-5700	141.32	141.32	10/27/2022
CARDMEMBER SERVICE	09/21/22	NRC SUPPLIES KEYSTONE	09/21/2022	01-310-5960	414.74	414.74	10/27/2022
CARDMEMBER SERVICE	09/21/22	PD 8/7-9/6 COMCAST	09/21/2022	01-320-5410	326.50	326.50	10/27/2022
CARDMEMBER SERVICE	09/21/22	TRAINING ILI CRIME FREE ASS	09/21/2022	01-340-5330	31.05	31.05	10/27/2022
CARDMEMBER SERVICE	09/21/22	METRA SVC 8/16-9/15	09/21/2022	52-300-5410	156.85	156.85	10/27/2022
CARDMEMBER SERVICE	09/21/22	PW DATA 8/13-9/12 COMCAST	09/21/2022	01-350-5410	248.85	248.85	10/27/2022
CARDMEMBER SERVICE	09/21/22	KITCHEN SUPPLIES COSTCO	09/21/2022	01-320-5700	72.65	72.65	10/27/2022
CARDMEMBER SERVICE	09/21/22	KITCHEN SUPPLIES COSTCO	09/21/2022	01-360-5700	33.98	33.98	10/27/2022
CARDMEMBER SERVICE	09/21/22	KITCHEN SUPPLIES COSTCO	09/21/2022	01-350-5700	36.99	36.99	10/27/2022
CARDMEMBER SERVICE	09/21/22	IACE TRAINING SAINS	09/21/2022	01-340-5330	50.00	50.00	10/27/2022
CARDMEMBER SERVICE	09/21/22	CH SVC 8/22-9/21 COMCAST	09/21/2022	01-320-5410	263.85	263.85	10/27/2022
CARDMEMBER SERVICE	09/21/22	PD LICENSE RENEWAL ILSOS	09/21/2022	01-360-5321	154.40	154.40	10/27/2022
CARDMEMBER SERVICE	09/21/22	POLICE POSTAGE	09/21/2022	01-360-5200	8.95	8.95	10/27/2022
CARDMEMBER SERVICE	09/21/22	SCADA 8/28-9/27 COMCAST	09/21/2022	51-300-5410	157.90	157.90	10/27/2022

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
CARDMEMBER SERVICE	09/21/22	AUG 22 PHONE/FAX AT&T	09/21/2022	01-320-5410	404.62	404.62	10/27/2022
CARDMEMBER SERVICE	09/21/22	AUG 22 PHONE/FAX AT&T	09/21/2022	01-320-5410	42.27	42.27	10/27/2022
CARDMEMBER SERVICE	09/21/22	AUG 22 PHONE/FAX AT&T	09/21/2022	51-300-5410	262.33	262.33	10/27/2022
CARDMEMBER SERVICE	09/21/22	SPEED SIGN BATTERIES SPAC	09/21/2022	01-350-5721	44.00	44.00	10/27/2022
CARDMEMBER SERVICE	09/21/22	SPEED SIGN BATTERIES SPAC	09/21/2022	01-350-5721	745.86	745.86	10/27/2022
CARDMEMBER SERVICE	09/21/22	AED PADS CH AED SUPERSTO	09/21/2022	01-350-7023	83.92	83.92	10/27/2022
CARDMEMBER SERVICE	09/21/22	VEHICLE PARTS 501 AMAZON	09/21/2022	01-350-5020	73.98	73.98	10/27/2022
CARDMEMBER SERVICE	09/21/22	AV CONTROLLER AMAZON	09/21/2022	01-310-7020	459.00	459.00	10/27/2022
CARDMEMBER SERVICE	09/21/22	FIRST AID KITS SAFETY GRANT	09/21/2022	01-320-5700	119.64	119.64	10/27/2022
CARDMEMBER SERVICE	09/21/22	AV PARTS RICH AMAZON	09/21/2022	01-310-7020	63.78	63.78	10/27/2022
CARDMEMBER SERVICE	09/21/22	BOUNCIE VEHICLE TRACKING	09/21/2022	01-350-7025	16.00	16.00	10/27/2022
CARDMEMBER SERVICE	09/21/22	RETIREMENT PARTY DRINKS T	09/21/2022	01-350-5710	24.24	24.24	10/27/2022
CARDMEMBER SERVICE	09/21/22	TIBIITS AV PARTS AMAZON	09/21/2022	01-310-7020	16.82	16.82	10/27/2022
CARDMEMBER SERVICE	09/21/22	TIBBITS AV PARTS AMAZON	09/21/2022	01-310-7020	45.56	45.56	10/27/2022
CARDMEMBER SERVICE	09/21/22	NAT HYFIN VENT AMAZON	09/21/2022	01-360-5740	314.33	314.33	10/27/2022
CARDMEMBER SERVICE	09/21/22	SCHOOL RAFFLE PRIZE WINNE	09/21/2022	01-360-5710	16.35	16.35	10/27/2022
CARDMEMBER SERVICE	09/21/22	CHEIFS SEMINAR CULVERS	09/21/2022	01-360-5330	8.12	8.12	10/27/2022
CARDMEMBER SERVICE	09/21/22	CHEIFS SEMINAR GAS	09/21/2022	01-360-5330	25.00	25.00	10/27/2022
CARDMEMBER SERVICE	09/21/22	LUNCH FOR POLICE FIRE COM	09/21/2022	01-360-5710	57.92	57.92	10/27/2022
CARDMEMBER SERVICE	09/21/22	LUNCH FOR POLICE FIRE COM	09/21/2022	01-360-5710	22.74	22.74	10/27/2022
CARDMEMBER SERVICE	09/21/22	OTTERBOX	09/21/2022	16-300-5720	223.42	223.42	10/27/2022
CARDMEMBER SERVICE	09/21/22	SCREEN PROTECTOR	09/21/2022	16-300-5720	44.97	44.97	10/27/2022
Total CARDMEMBER SERVICE:					5,262.90	5,262.90	
CHICAGO PARTS AND SOUND L	1-0314309	SQUAD TPMS PARTS	11/02/2022	01-350-5020	224.44	.00	
Total CHICAGO PARTS AND SOUND LLC:					224.44	.00	
CONSERV FS INC.	102024229	GASOLINE	10/17/2022	01-350-5751	3,993.07	.00	
Total CONSERV FS INC.:					3,993.07	.00	
COOK COUNTY TREASURER	10/20/22	MIL/PAL RD TIP SURPLUS	10/20/2022	01-000-2000	272,959.87	.00	
Total COOK COUNTY TREASURER:					272,959.87	.00	
CORE & MAIN LP	R755486	Billing Software Support	10/13/2022	51-300-5100	2,500.00	.00	
Total CORE & MAIN LP:					2,500.00	.00	
CUTLER WORK WEAR INC.	PS-INV011399	HI V12 CREW JACKETS	11/02/2022	01-350-7023	472.43	.00	
Total CUTLER WORK WEAR INC.:					472.43	.00	
DACRA TECH LLC	DT 2022-10-28	DACRA Tech October 2022	10/31/2022	01-360-5100	261.25	.00	
Total DACRA TECH LLC:					261.25	.00	
DAILY HERALD	232763	TREASURER REPORT	10/31/2022	01-320-5222	555.66	.00	
DAILY HERALD	243495 SUBS	CH 11/15/22 - 1/10/23	11/09/2022	01-320-5222	96.20	.00	
Total DAILY HERALD:					651.86	.00	
DE LAGE LANDEN FINANCIAL S	77925083	DEC PD COPIER	10/17/2022	01-360-5220	1,152.02	.00	
Total DE LAGE LANDEN FINANCIAL SERVICES INC:					1,152.02	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
DEKIND COMPUTER CONSULT	34342	dec 22 comp sonsult	11/01/2022	01-320-5130	526.50	.00	
DEKIND COMPUTER CONSULT	34342	dec 22 comp sonsult	11/01/2022	01-350-5100	351.00	.00	
DEKIND COMPUTER CONSULT	34342	dec 22 comp sonsult	11/01/2022	01-360-5100	1,404.00	.00	
DEKIND COMPUTER CONSULT	34342	dec 22 comp sonsult	11/01/2022	51-300-5100	702.00	.00	
DEKIND COMPUTER CONSULT	34342	dec 22 comp sonsult	11/01/2022	53-300-5100	526.50	.00	
DEKIND COMPUTER CONSULT	34466	TRIP CHARGES OCT 2022	11/01/2022	01-320-5130	135.00	.00	
DEKIND COMPUTER CONSULT	34502	BACK UP SERVER REPLACE	11/04/2022	01-320-7020	9,671.42	.00	
DEKIND COMPUTER CONSULT	34503	SERVER LICENSES + POWER S	11/04/2022	01-320-7020	1,177.34	.00	
Total DEKIND COMPUTER CONSULTANTS:					14,493.76	.00	
DELTA DENTAL OF ILLINOIS	1619425	NOV 22 HMO DENTAL	10/21/2022	01-360-4100	61.05	.00	
DELTA DENTAL OF ILLINOIS	1619426	NOV 22 RETIREE	10/21/2022	01-370-4101	49.92	.00	
DELTA DENTAL OF ILLINOIS	1621390	NOV 22 PPO VISION	10/21/2022	01-310-4100	6.53	.00	
DELTA DENTAL OF ILLINOIS	1621390	NOV 22 PPO VISION	10/21/2022	01-320-4100	40.19	.00	
DELTA DENTAL OF ILLINOIS	1621390	NOV 22 PPO VISION	10/21/2022	01-340-4100	32.65	.00	
DELTA DENTAL OF ILLINOIS	1621390	NOV 22 PPO VISION	10/21/2022	01-360-4100	290.94	.00	
DELTA DENTAL OF ILLINOIS	1621390	NOV 22 PPO VISION	10/21/2022	01-350-4100	20.60	.00	
DELTA DENTAL OF ILLINOIS	1621390	NOV 22 PPO VISION	10/21/2022	01-370-4101	46.40	.00	
DELTA DENTAL OF ILLINOIS	1621406	NOV 22 HMO	10/21/2022	01-360-4100	32.33	.00	
Total DELTA DENTAL OF ILLINOIS:					580.61	.00	
DES PLAINES MATERIAL & SUP	#506320	Storm Pipe Form	10/24/2022	01-350-5635	162.99	.00	
DES PLAINES MATERIAL & SUP	#507918	STORM GRATE 305 Pine St	11/03/2022	01-350-5635	120.00	.00	
Total DES PLAINES MATERIAL & SUPPLY:					282.99	.00	
EAGLE POINT GUN T J MORRIS	145393	AMMUNITION	10/13/2022	01-360-5740	1,521.00	.00	
Total EAGLE POINT GUN T J MORRIS & SONS:					1,521.00	.00	
EL-COR INDUSTRIES INC	120460	Sign Hardware	08/15/2022	01-350-5721	85.37	.00	
Total EL-COR INDUSTRIES INC:					85.37	.00	
FEDEX	7-926-18112	WATER SHIPPING	10/26/2022	51-300-5200	39.75	.00	
Total FEDEX:					39.75	.00	
FLEXSOURCE, LLC	23903	OCT 22 FSA/HRA FEES	10/25/2022	01-320-5100	150.00	.00	
Total FLEXSOURCE, LLC:					150.00	.00	
FOOD & ALCOHOL SERVICE TR	2022-11	HEALTH INSPECTION OCT 22	10/31/2022	01-340-5100	1,480.00	.00	
Total FOOD & ALCOHOL SERVICE TRAINING INC:					1,480.00	.00	
FRIES AUTOMOTIVE SERVICES	64077	Oil Pan Install 838	10/03/2022	01-350-5020	667.02	.00	
Total FRIES AUTOMOTIVE SERVICES:					667.02	.00	
GEWALT HAMILTON ASSOCIAT	10/21/22	SEP 22 ENGINEERING	10/21/2022	01-320-5105	2,005.00	.00	
GEWALT HAMILTON ASSOCIAT	10/21/22	SEP 22 ENGINEERING	10/21/2022	28-300-5100	250.50	.00	
GEWALT HAMILTON ASSOCIAT	10/21/22	SEP 22 ENGINEERING	10/21/2022	01-340-5111	1,182.00	.00	
GEWALT HAMILTON ASSOCIAT	10/21/22	SEP 22 ENGINEERING	10/21/2022	01-320-5106	2,558.00	.00	
GEWALT HAMILTON ASSOCIAT	10/21/22	SEP 22 ENGINEERING	10/21/2022	30-550-7064	3,012.50	.00	
GEWALT HAMILTON ASSOCIAT	10/21/22	SEP 22 ENGINEERING	10/21/2022	01-320-5105	167.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
GEWALT HAMILTON ASSOCIAT	10/21/22	SEP 22 ENGINEERING	10/21/2022	30-550-7063	167.00	.00	
GEWALT HAMILTON ASSOCIAT	10/21/22	SEP 22 ENGINEERING	10/21/2022	53-300-5050	747.00	.00	
GEWALT HAMILTON ASSOCIAT	10/21/22	SEP 22 ENGINEERING	10/21/2022	30-550-7020	2,529.50	.00	
GEWALT HAMILTON ASSOCIAT	10/21/22	SEP 22 ENGINEERING	10/21/2022	01-320-5105	120.00	.00	
GEWALT HAMILTON ASSOCIAT	10/21/22	SEP 22 ENGINEERING	10/21/2022	30-550-7065	34,905.00	.00	
Total GEWALT HAMILTON ASSOCIATES INC.:					47,643.50	.00	
GONSALO SAINS	10/27/22	SAFETY GRANT REIMBURSEM	10/27/2022	01-340-7020	247.31	.00	
Total GONSALO SAINS:					247.31	.00	
HMO ILLINOIS	10/17/22	NOV 22 HMO	10/17/2022	01-360-4100	4,606.55	.00	
HMO ILLINOIS	10/17/22	NOV 22 HMO	10/17/2022	01-370-4101	1,561.54	.00	
Total HMO ILLINOIS:					6,168.09	.00	
HOME DEPOT CREDIT SERVIC	10/28/22	SUPPLIES	10/28/2022	01-350-5710	383.86	.00	
Total HOME DEPOT CREDIT SERVICES:					383.86	.00	
IL DEPT OF TRANSPORTATION	125052	SIGNAL Upgrade 2014	11/01/2022	01-350-5031	439.47	.00	
IL DEPT OF TRANSPORTATION	4755.180-2	Wolf SW Phase II #2	08/29/2022	30-550-7060	48,263.18	.00	
IL DEPT OF TRANSPORTATION	4755.180-4	Wolf SW Phase II #4	11/04/2022	30-550-7060	11,233.37	.00	
Total IL DEPT OF TRANSPORTATION:					59,936.02	.00	
IL MUNICIPAL LEAGUE	2023 MEMBER	2023 CITY MEMBERSHIP DUES	11/04/2022	01-310-5310	1,500.00	.00	
Total IL MUNICIPAL LEAGUE:					1,500.00	.00	
ILLINOIS COUNTIES RISK MAN	10/12/22	REIMBURSE CLAIN 220504W02	10/12/2022	01-155-3730	5,234.00	.00	
Total ILLINOIS COUNTIES RISK MANAGEMENT TRUST:					5,234.00	.00	
ILLINOIS-AMERICAN WATER C	10/14/22-1674	1217 CAMP MCDONALD 9/1-9/3	10/14/2022	51-300-5412	19,768.85	.00	
ILLINOIS-AMERICAN WATER C	11/1/22-5309	700 MIL 10/1-10/31/22	11/01/2022	13-300-5108	358.83	.00	
ILLINOIS-AMERICAN WATER C	11/1/22-5629	401 PIPER 10/1-10/31	11/01/2022	01-350-5410	238.49	.00	
ILLINOIS-AMERICAN WATER C	11/1/22-5667	401 PIPER 11/1-11/30/22	11/01/2022	01-350-5411	46.96	.00	
ILLINOIS-AMERICAN WATER C	11/4/22-5316	1250 RIVER 10/01-10/31/22	11/04/2022	13-300-5108	369.68	.00	
Total ILLINOIS-AMERICAN WATER CO.:					20,782.81	.00	
IMAGING ESSENTIALS	SINV102013	INK/PLOTTER	08/09/2022	01-340-5700	425.00	.00	
Total IMAGING ESSENTIALS:					425.00	.00	
INNOVATIVE TELEPHONE & DA	589054	NOV 2022 Phone System	11/01/2022	01-320-5410	514.06	.00	
INNOVATIVE TELEPHONE & DA	589054	NOV 2022 Phone System	11/01/2022	51-300-5412	22.02	.00	
INNOVATIVE TELEPHONE & DA	589054	NOV 2022 Phone System	11/01/2022	01-350-5410	198.24	.00	
INNOVATIVE TELEPHONE & DA	589054	NOV 2022 Phone System	11/01/2022	01-360-5410	616.10	.00	
Total INNOVATIVE TELEPHONE & DATA SOLUTION:					1,350.42	.00	
IUOE LOCAL 150 ADMIN	#150 A 10/07/2	LOCAL 150 ADMIN DUES 10/7/2	10/07/2022	01-000-2050	305.54	.00	
IUOE LOCAL 150 ADMIN	#150 A 10/21/2	LOCAL 150 ADMIN DUES 10/21/	10/21/2022	01-000-2050	305.54	.00	

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Total IUOE LOCAL 150 ADMIN:					611.08	.00	
IUOE LOCAL 150 MEMBERSHIP	#150 M 10/07/2	LOCAL 150 MEMBER DUES 10/7	10/07/2022	01-000-2050	60.00	.00	
IUOE LOCAL 150 MEMBERSHIP	#150 M 10/21/2	LOCAL 150 MEMBER 10/21/22	10/21/2022	01-000-2050	60.00	.00	
Total IUOE LOCAL 150 MEMBERSHIP:					120.00	.00	
JG UNIFORMS INC	105327	PD CLOTHING	10/19/2022	01-360-5741	115.95	.00	
Total JG UNIFORMS INC:					115.95	.00	
JOCELYN GARZA	10/27/22	DUTY BELT	10/27/2022	01-360-5741	111.27	.00	
Total JOCELYN GARZA:					111.27	.00	
KOSCO FLAGS & FLAGPOLES,	21400	CITY AMERICAN FLAGS	11/01/2022	01-320-5721	1,047.60	.00	
Total KOSCO FLAGS & FLAGPOLES, LLC:					1,047.60	.00	
LA PORTE CHRYSLER INC	10/25/22	car	10/25/2022	16-300-5720	37,330.00	37,330.00	10/26/2022
Total LA PORTE CHRYSLER INC:					37,330.00	37,330.00	
LOGSDON OFFICE SUPPLY	1129106-0001	OFFICE SUPPLIES	10/20/2022	01-360-5700	160.40	.00	
Total LOGSDON OFFICE SUPPLY:					160.40	.00	
MADISON NATIONAL LIFE	1525116	NOV 22 LIFE INS	10/24/2022	01-310-4110	7.58	.00	
MADISON NATIONAL LIFE	1525116	NOV 22 LIFE INS	10/24/2022	01-320-4110	30.94	.00	
MADISON NATIONAL LIFE	1525116	NOV 22 LIFE INS	10/24/2022	01-340-4110	41.25	.00	
MADISON NATIONAL LIFE	1525116	NOV 22 LIFE INS	10/24/2022	01-350-4110	40.81	.00	
MADISON NATIONAL LIFE	1525116	NOV 22 LIFE INS	10/24/2022	01-360-4110	205.43	.00	
MADISON NATIONAL LIFE	1525116	NOV 22 LIFE INS	10/24/2022	51-300-4110	10.31	.00	
MADISON NATIONAL LIFE	1525116	NOV 22 LIFE INS	10/24/2022	01-000-2030	19.70	.00	
Total MADISON NATIONAL LIFE:					356.02	.00	
MasterHitch	72125	TOW HITCH 852	10/21/2022	01-350-5020	691.40	.00	
Total MasterHitch:					691.40	.00	
MENARDS	07160	Concrete Sidewalk Repair	10/16/2022	52-300-5710	113.89	.00	
MENARDS	07954	SHOP SUPPLY	10/31/2022	01-350-5710	163.52	.00	
MENARDS	07996	Cord for PD	11/01/2022	01-350-5710	42.97	.00	
MENARDS	7515	PLOW TRUCK PAINT	10/25/2022	01-350-5020	188.01	.00	
Total MENARDS:					508.39	.00	
METROPOLITAN ALLIANCE OF	#252 10/2022	MAP # 252 DUES 10/7/22	10/07/2022	01-000-2052	765.00	.00	
METROPOLITAN ALLIANCE OF	#253 10/2022	MAP# 253 DUES 10/7/22	10/07/2022	01-000-2052	180.00	.00	
Total METROPOLITAN ALLIANCE OF POLICE:					945.00	.00	
METROPOLITAN INDUSTRIES I	INV043700	WATER DATA OCT 2022	10/15/2022	51-300-5100	213.00	.00	
Total METROPOLITAN INDUSTRIES INC:					213.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Midwest Print & Imaging	52025	Court Supplies	11/03/2022	01-360-5710	780.76	.00	
Total Midwest Print & Imaging:					780.76	.00	
MOE FUNDS	10.2022 PADIL	PADILLA 10.2022 PREMIUM	11/03/2022	01-350-4100	839.00	.00	
MOE FUNDS	11.2022 PADIL	PADILLA 11.2022 PREMIUM	11/03/2022	01-350-4100	839.00	.00	
MOE FUNDS	12/2022	PW 12.2022 PREMIUMS	11/03/2022	51-300-5100	2,558.00	.00	
MOE FUNDS	12/2022	PW 12.2022 PREMIUMS	11/03/2022	01-350-4100	11,071.00	.00	
Total MOE FUNDS:					15,307.00	.00	
NAPA-HEIGHTS AUTOMOTIVE	084899	SQUAD FILTERS	10/26/2022	01-350-5020	269.00	.00	
NAPA-HEIGHTS AUTOMOTIVE	085025	SHOP AUTO SUPPLY	10/26/2022	01-350-5020	18.27	.00	
Total NAPA-HEIGHTS AUTOMOTIVE:					287.27	.00	
NICOR GAS	10/21/22-2093	CITY HALL OCT 2022	10/21/2022	01-320-5410	302.54	.00	
NICOR GAS	10/24/22-2024	METRA 9/22-10/24/22	10/24/2022	01-320-5410	93.25	.00	
NICOR GAS	10/24/22-7006	NICOR WELL HOUSE OCT 22	10/24/2022	51-300-5410	120.22	.00	
NICOR GAS	10/24/22-9482	PW 9/22-10/24/22	10/24/2022	01-320-5410	204.89	.00	
NICOR GAS	10/24/22-9865	PD 9/22-10/24/22	10/24/2022	01-320-5410	320.48	.00	
Total NICOR GAS:					1,041.38	.00	
NORTH EAST MULTI-REGIONAL	312850	TRAINING FARINA HANDGUN	10/24/2022	01-360-5330	200.00	.00	
NORTH EAST MULTI-REGIONAL	313023	TRAINING DEOL SECURITY	10/26/2022	01-360-5330	150.00	.00	
Total NORTH EAST MULTI-REGIONAL TRAINING INC.:					350.00	.00	
NORTH SHORE SIGN	122930	NOV 22 Sign Maintenance	11/01/2022	01-320-5100	243.00	.00	
Total NORTH SHORE SIGN:					243.00	.00	
NORTH SUBURBAN EMPLOYEE	1022D	OCT 22 PPO DENTAL COUNCIL/	11/04/2022	01-310-4100	57.00	.00	
NORTH SUBURBAN EMPLOYEE	1022D	OCT 22 PPO DENTAL ADMINIST	11/04/2022	01-320-4100	253.00	.00	
NORTH SUBURBAN EMPLOYEE	1022D	OCT 22 PPO DENTAL BLDG/CO	11/04/2022	01-340-4100	285.00	.00	
NORTH SUBURBAN EMPLOYEE	1022D	OCT 22 PPO DENTAL POLICE	11/04/2022	01-360-4100	2,263.00	.00	
NORTH SUBURBAN EMPLOYEE	1022D	OCT 22 PPO DENTAL PUBLIC W	11/04/2022	01-350-4100	164.00	.00	
NORTH SUBURBAN EMPLOYEE	1022D	OCT 22 PPO DENTAL WATER	11/04/2022	51-300-4100	82.00	.00	
NORTH SUBURBAN EMPLOYEE	1022D	OCT 22 PPO DENTAL RETIREES	11/04/2022	01-370-4101	393.00	.00	
NORTH SUBURBAN EMPLOYEE	1022M	COUNCIL / AV	11/04/2022	01-310-4100	866.46	.00	
NORTH SUBURBAN EMPLOYEE	1022M	ADMINISTRATION	11/04/2022	01-320-4100	3,028.53	.00	
NORTH SUBURBAN EMPLOYEE	1022M	BLDG/CODE ENFORCEMENT	11/04/2022	01-340-4100	3,465.84	.00	
NORTH SUBURBAN EMPLOYEE	1022M	PUBLIC WORKS	11/04/2022	01-350-4100	2,591.21	.00	
NORTH SUBURBAN EMPLOYEE	1022M	POLICE OPS	11/04/2022	01-360-4100	34,631.53	.00	
NORTH SUBURBAN EMPLOYEE	1022M	WATER	11/04/2022	51-300-4100	1,295.61	.00	
NORTH SUBURBAN EMPLOYEE	1022M	RETIREES	11/04/2022	01-370-4101	6,196.01	.00	
Total NORTH SUBURBAN EMPLOYEE BENEFIT COOPERAT:					55,572.19	.00	
PENTEGRA SYSTEMS LLC	65146	SERVICE AND REPAIR EVIDEN	09/22/2022	01-560-7020	1,372.50	.00	
Total PENTEGRA SYSTEMS LLC:					1,372.50	.00	
PETTY CASH PD	10/25/22	WINDOW WASHING	10/25/2022	01-350-5104	104.00	.00	
PETTY CASH PD	10/25/22	PRISONER BLANKETS MEALS	10/25/2022	01-360-5140	126.93	.00	
PETTY CASH PD	10/25/22	EXP FOR PROMOS/BIRTHDAYS	10/25/2022	01-360-5710	72.56	.00	
PETTY CASH PD	10/25/22	MEETINGS/NWCD/CCPA	10/25/2022	01-360-5330	82.54	.00	

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PETTY CASH PD	10/25/22	MISC	10/25/2022	01-360-5710	5.42	.00	
Total PETTY CASH PD:					391.45	.00	
PRINTING SYSTEMS INC.	2118830	CHECK PRINTING	10/31/2022	01-320-5221	234.84	.00	
PRINTING SYSTEMS INC.	2118830	CHECK PRINTING	10/31/2022	01-320-5221	259.06	.00	
Total PRINTING SYSTEMS INC.:					493.90	.00	
PROSAFETY INC	2/890610	Sewer Paint Locates	10/19/2022	53-300-5050	378.00	.00	
Total PROSAFETY INC:					378.00	.00	
PURCHASE POWER	10/24/22	ADMIN POSTAGE	10/24/2022	01-320-5510	31.63	.00	
Total PURCHASE POWER:					31.63	.00	
RAY O'HERRON CO INC	2228238	PD CLOTHING	10/20/2022	01-360-5741	109.99	.00	
Total RAY O'HERRON CO INC:					109.99	.00	
ROSE MARY JURINEK	10/26/22	COURT REPORTING OCT 22	10/26/2022	01-360-5100	240.00	.00	
Total ROSE MARY JURINEK:					240.00	.00	
ROY'S TREE SERVICE	10/25/22	210 E. Marion Tree Removals	10/25/2022	01-350-5103	2,500.00	.00	
Total ROY'S TREE SERVICE:					2,500.00	.00	
RUSH TRUCK CENTERS	3029909899	INTL OIL PAN	10/27/2022	01-350-5020	1,123.82	.00	
Total RUSH TRUCK CENTERS:					1,123.82	.00	
RUSS CONSTRUCTION	21-182	21-182B REFUND	10/19/2022	72-000-2310	1,052.00	.00	
Total RUSS CONSTRUCTION:					1,052.00	.00	
RUSSO POWER EQUIPMENT IN	SPI11280307	Chainsaw Oil	10/26/2022	01-350-5650	147.50	.00	
RUSSO POWER EQUIPMENT IN	SPI11280330	Safety Gear PW	10/26/2022	01-350-7023	2,323.88	.00	
RUSSO POWER EQUIPMENT IN	SPI11280429	Safety Gloves PW	10/26/2022	01-350-7023	131.96	.00	
Total RUSSO POWER EQUIPMENT INC.:					2,603.34	.00	
SOLID WASTE AGENCY	7145	DEC 22 O&M COSTS	11/01/2022	17-300-5420	29,788.00	.00	
Total SOLID WASTE AGENCY:					29,788.00	.00	
STREICHER'S	I1594284	MARKING ROUNDS	10/10/2022	01-360-5740	591.50	.00	
Total STREICHER'S:					591.50	.00	
TEMPERATURE EQUIPMENT C	7449091-00	PW SHOP HEAT PIPE	10/20/2022	01-350-5710	139.87	.00	
Total TEMPERATURE EQUIPMENT CORP:					139.87	.00	
THOMPSON ELEVATOR INSPEC	22-1959	ELEVATOR INSPECTION	10/09/2022	01-340-5100	129.00	.00	
THOMPSON ELEVATOR INSPEC	22-1996	ELEVATOR INSPECTION 5/27/22	08/15/2022	01-340-5100	100.00	.00	
THOMPSON ELEVATOR INSPEC	22-2230	ELEVATOR INSPECTION	09/09/2022	01-340-5100	215.00	.00	

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Total THOMPSON ELEVATOR INSPECT SVC INC:					444.00	.00	
T-MOBILE	102122	WIRELESS 9/21 - 10/20/22	10/21/2022	01-320-5410	43.29	.00	
T-MOBILE	102122	WIRELESS 9/21 - 10/20/22	10/21/2022	01-320-5410	79.36	.00	
T-MOBILE	102122	WIRELESS 9/21 - 10/20/22	10/21/2022	01-350-5410	281.38	.00	
T-MOBILE	102122	WIRELESS 9/21 - 10/20/22	10/21/2022	01-360-5410	317.45	.00	
Total T-MOBILE:					721.48	.00	
TRESSLER LLP	454961	CITY ATTORNEY OCT 22	11/09/2022	01-324-5120	16,757.50	.00	
Total TRESSLER LLP:					16,757.50	.00	
TRIPLE CROWN PRODUCTS	311161	Uniform Shirts	11/03/2022	01-350-5104	404.94	.00	
Total TRIPLE CROWN PRODUCTS:					404.94	.00	
TRUGREEN PROCESSING CEN	168500240	PD LAWN SERVICE	10/28/2022	01-350-5650	94.13	.00	
Total TRUGREEN PROCESSING CENTER:					94.13	.00	
UNIFIRST CORPORATION	061 1493862	Carpets Police Dept	10/27/2022	01-350-5104	100.13	.00	
UNIFIRST CORPORATION	081 1718388	Carpets + Uniforms PLC	10/14/2022	01-350-5104	121.81	.00	
UNIFIRST CORPORATION	081 1720324	Carpets + Uniforms PLC	10/21/2022	01-350-5104	121.81	.00	
UNIFIRST CORPORATION	081 1722292	Carpets + Uniforms PW	10/28/2022	01-350-5104	121.81	.00	
UNIFIRST CORPORATION	081 1724240	CARPET & UNIFORMS PW	11/04/2022	01-350-5104	251.13	.00	
Total UNIFIRST CORPORATION:					716.69	.00	
US BANK NA	2108577	SERIES 2010 INT	10/24/2022	51-400-6010	5,380.00	.00	
US BANK NA	2108577	SERIES 2010 PRIN	10/24/2022	51-400-6000	70,000.00	.00	
US BANK NA	2108577	SERIES 2013 INT	10/24/2022	41-400-6010	22,366.25	.00	
US BANK NA	2108577	SERIES 2013 PRIN	10/24/2022	41-400-6000	400,000.00	.00	
US BANK NA	2108577	SERIES 2020 intERST	10/24/2022	41-400-6010	89,875.00	.00	
US BANK NA	2108577	SERIES 2020 PRIN	10/24/2022	41-400-6000	630,000.00	.00	
US BANK NA	2108582	SERIES 2018 INT	10/24/2022	46-400-6010	21,947.50	.00	
US BANK NA	2108582	SERIES 2018 PRIN	10/24/2022	46-400-6000	175,000.00	.00	
US BANK NA	6709735	SERIES 2018 ADMIN FEES	10/25/2022	46-300-5430	605.00	.00	
Total US BANK NA:					1,415,173.75	.00	
Vanguard Archives	257974	CITY HALL/PD SHREDDING	10/28/2022	01-320-5220	910.00	.00	
Total Vanguard Archives:					910.00	.00	
VERIZON WIRELESS	9918897655	SCADA 9/24-10/23/22	10/23/2022	51-300-5410	40.01	.00	
Total VERIZON WIRELESS:					40.01	.00	
VILLAGE OF MOUNT PROSPEC	10/15/22-3287-	SEP 22 3287-001	10/15/2022	51-300-5412	329.95	.00	
Total VILLAGE OF MOUNT PROSPECT:					329.95	.00	
WAREHOUSE DIRECT OFFICE	5360230-0	OFFICE SUPPLIES	10/27/2022	01-320-5700	20.78	.00	
Total WAREHOUSE DIRECT OFFICE PROD INC.:					20.78	.00	

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WATER PRODUCTS COMPANY	0312677 - 10/1	HYDRANT REBUILDING PARTS	10/17/2022	51-300-5050	11,172.25	.00	
WATER PRODUCTS COMPANY	0312707 - 10/1	HYDRANT PARTS	10/18/2022	51-300-5050	578.85	.00	
WATER PRODUCTS COMPANY	0312737 - 10/1	HYDRANT PARTS	10/19/2022	51-300-5050	99.50	.00	
Total WATER PRODUCTS COMPANY OF AURORA INC.:					11,850.60	.00	
WHEEL INN BODY & MOTORS	H-4200	4/21/22 CLAIM REPAIR	10/21/2022	01-155-3730	240.24	.00	
WHEEL INN BODY & MOTORS	H-4531	7/31/22 CLAIM REPAIRS	08/10/2022	01-155-3730	3,261.20	.00	
Total WHEEL INN BODY & MOTORS WORKS:					3,501.44	.00	
ZENON	7165	Tour Bus Banners	10/27/2022	13-300-5108	3,554.00	.00	
Total ZENON:					3,554.00	.00	
Grand Totals:					2,079,992.71	42,592.90	

Dated: ______________________________

Mayor: ______________________________

City Council: ______________________________

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City Recorder: ______________________________

Report Criteria:
- Detail report.
- Invoices with totals above $0.00 included.
- Paid and unpaid invoices included.

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND							
01-000-2000 ACCOUNTS PAYABLE	COOK COUNTY TREASURER	10/20/22	MIL/PAL RD TIP SURPLUS	10/20/2022	272,959.87	.00	
01-000-2030 WITHHOLDING INSURAN	MADISON NATIONAL LIFE	1525116	NOV 22 LIFE INS	10/24/2022	19.70	.00	
01-000-2031 WITHHOLDING - Q AFLA	AFLAC	370466	DEC 22 WITHOLDING	10/25/2022	227.04	.00	
01-000-2050 W/H LOCAL 15O UNION	IUOE LOCAL 150 ADMIN	#150 A 10/07/2	LOCAL 150 ADMIN DUES 10/7/2	10/07/2022	305.54	.00	
01-000-2050 W/H LOCAL 15O UNION	IUOE LOCAL 150 ADMIN	#150 A 10/21/2	LOCAL 150 ADMIN DUES 10/21/	10/21/2022	305.54	.00	
01-000-2050 W/H LOCAL 15O UNION	IUOE LOCAL 150 MEMBERSHIP	#150 M 10/07/2	LOCAL 150 MEMBER DUES 10/7	10/07/2022	60.00	.00	
01-000-2050 W/H LOCAL 15O UNION	IUOE LOCAL 150 MEMBERSHIP	#150 M 10/21/2	LOCAL 150 MEMBER 10/21/22	10/21/2022	60.00	.00	
01-000-2052 WITHHOLDING POLICE U	METROPOLITAN ALLIANCE OF	#252 10/2022	MAP # 252 DUES 10/7/22	10/07/2022	765.00	.00	
01-000-2052 WITHHOLDING POLICE U	METROPOLITAN ALLIANCE OF	#253 10/2022	MAP# 253 DUES 10/7/22	10/07/2022	180.00	.00	
Total :					274,882.69	.00	
REIMBURSABLE INCOME							
01-155-3730 INSURANCE REIMBURS	ILLINOIS COUNTIES RISK MAN	10/12/22	REIMBURSE CLAIN 220504W02	10/12/2022	5,234.00	.00	
01-155-3730 INSURANCE REIMBURS	WHEEL INN BODY & MOTORS	H-4200	4/21/22 CLAIM REPAIR	10/21/2022	240.24	.00	
01-155-3730 INSURANCE REIMBURS	WHEEL INN BODY & MOTORS	H-4531	7/31/22 CLAIM REPAIRS	08/10/2022	3,261.20	.00	
Total REIMBURSABLE INCOME:					8,735.44	.00	
CITY COUNCIL & BOARDS							
01-310-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1621390	NOV 22 PPO VISION	10/21/2022	6.53	.00	
01-310-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	1022D	OCT 22 PPO DENTAL COUNCIL/	11/04/2022	57.00	.00	
01-310-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	1022M	COUNCIL / AV	11/04/2022	866.46	.00	
01-310-4110 LIFE INSURANCE COUN	MADISON NATIONAL LIFE	1525116	NOV 22 LIFE INS	10/24/2022	7.58	.00	
01-310-5300 ALDERMANIC EXPENSE	CARDMEMBER SERVICE	09/21/22	ZOOM 8/23-9/22	09/21/2022	50.00	50.00	10/27/2022
01-310-5310 MEMBERSHIPS	IL MUNICIPAL LEAGUE	2023 MEMBER	2023 CITY MEMBERSHIP DUES	11/04/2022	1,500.00	.00	
01-310-5960 NRC OPERATIONS	CARDMEMBER SERVICE	09/21/22	NRC SUPPLIES KEYSTONE	09/21/2022	414.74	414.74	10/27/2022
01-310-7020 EQUIPMENT	CARDMEMBER SERVICE	09/21/22	AV CONTROLLER AMAZON	09/21/2022	459.00	459.00	10/27/2022
01-310-7020 EQUIPMENT	CARDMEMBER SERVICE	09/21/22	AV PARTS RICH AMAZON	09/21/2022	63.78	63.78	10/27/2022
01-310-7020 EQUIPMENT	CARDMEMBER SERVICE	09/21/22	TIBIITS AV PARTS AMAZON	09/21/2022	16.82	16.82	10/27/2022
01-310-7020 EQUIPMENT	CARDMEMBER SERVICE	09/21/22	TIBBITS AV PARTS AMAZON	09/21/2022	45.56	45.56	10/27/2022
Total CITY COUNCIL & BOARDS:					3,487.47	1,049.90	
ADMINISTRATION							
01-320-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1621390	NOV 22 PPO VISION	10/21/2022	40.19	.00	
01-320-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	1022D	OCT 22 PPO DENTAL ADMINIST	11/04/2022	253.00	.00	
01-320-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	1022M	ADMINISTRATION	11/04/2022	3,028.53	.00	
01-320-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1525116	NOV 22 LIFE INS	10/24/2022	30.94	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-320-5100 PROFESSIONAL SERVIC	FLEXSOURCE, LLC	23903	OCT 22 FSA/HRA FEES	10/25/2022	150.00	.00	
01-320-5100 PROFESSIONAL SERVIC	NORTH SHORE SIGN	122930	NOV 22 Sign Maintenance	11/01/2022	243.00	.00	
01-320-5105 PROFESSIONAL FEES -	GEWALT HAMILTON ASSOCIAT	10/21/22	SEP 22 ENGINEERING	10/21/2022	2,005.00	.00	
01-320-5105 PROFESSIONAL FEES -	GEWALT HAMILTON ASSOCIAT	10/21/22	SEP 22 ENGINEERING	10/21/2022	167.00	.00	
01-320-5105 PROFESSIONAL FEES -	GEWALT HAMILTON ASSOCIAT	10/21/22	SEP 22 ENGINEERING	10/21/2022	120.00	.00	
01-320-5106 PROFESSIONAL FEES -	GEWALT HAMILTON ASSOCIAT	10/21/22	SEP 22 ENGINEERING	10/21/2022	2,558.00	.00	
01-320-5130 COMPUTER CONSULTAN	DEKIND COMPUTER CONSULT	34342	dec 22 comp sonsult	11/01/2022	526.50	.00	
01-320-5130 COMPUTER CONSULTAN	DEKIND COMPUTER CONSULT	34466	TRIP CHARGES OCT 2022	11/01/2022	135.00	.00	
01-320-5220 PHOTOCOPY	Vanguard Archives	257974	CITY HALL/PD SHREDDING	10/28/2022	910.00	.00	
01-320-5221 PRINTING	PRINTING SYSTEMS INC.	2118830	CHECK PRINTING	10/31/2022	234.84	.00	
01-320-5221 PRINTING	PRINTING SYSTEMS INC.	2118830	CHECK PRINTING	10/31/2022	259.06	.00	
01-320-5222 LEGAL NOTICES	DAILY HERALD	232763	TREASURER REPORT	10/31/2022	555.66	.00	
01-320-5222 LEGAL NOTICES	DAILY HERALD	243495 SUBS	CH 11/15/22 - 1/10/23	11/09/2022	96.20	.00	
01-320-5410 UTILITIES	CARDMEMBER SERVICE	09/21/22	PD 8/7-9/6 COMCAST	09/21/2022	326.50	326.50	10/27/2022
01-320-5410 UTILITIES	CARDMEMBER SERVICE	09/21/22	CH SVC 8/22-9/21 COMCAST	09/21/2022	263.85	263.85	10/27/2022
01-320-5410 UTILITIES	CARDMEMBER SERVICE	09/21/22	AUG 22 PHONE/FAX AT&T	09/21/2022	404.62	404.62	10/27/2022
01-320-5410 UTILITIES	CARDMEMBER SERVICE	09/21/22	AUG 22 PHONE/FAX AT&T	09/21/2022	42.27	42.27	10/27/2022
01-320-5410 UTILITIES	INNOVATIVE TELEPHONE & DA	589054	NOV 2022 Phone System	11/01/2022	514.06	.00	
01-320-5410 UTILITIES	NICOR GAS	10/21/22-2093	CITY HALL OCT 2022	10/21/2022	302.54	.00	
01-320-5410 UTILITIES	NICOR GAS	10/24/22-2024	METRA 9/22-10/24/22	10/24/2022	93.25	.00	
01-320-5410 UTILITIES	NICOR GAS	10/24/22-9482	PW 9/22-10/24/22	10/24/2022	204.89	.00	
01-320-5410 UTILITIES	NICOR GAS	10/24/22-9865	PD 9/22-10/24/22	10/24/2022	320.48	.00	
01-320-5410 UTILITIES	T-MOBILE	102122	WIRELESS 9/21 - 10/20/22	10/21/2022	43.29	.00	
01-320-5410 UTILITIES	T-MOBILE	102122	WIRELESS 9/21 - 10/20/22	10/21/2022	79.36	.00	
01-320-5510 RENTAL EQUIPMENT	PURCHASE POWER	10/24/22	ADMIN POSTAGE	10/24/2022	31.63	.00	
01-320-5700 OFFICE SUPPLIES	CARDMEMBER SERVICE	09/21/22	KITCHEN SUPPLIES COSTCO	09/21/2022	72.65	72.65	10/27/2022
01-320-5700 OFFICE SUPPLIES	CARDMEMBER SERVICE	09/21/22	FIRST AID KITS SAFETY GRANT	09/21/2022	119.64	119.64	10/27/2022
01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	5360230-0	OFFICE SUPPLIES	10/27/2022	20.78	.00	
01-320-5721 SIGNS	KOSCO FLAGS & FLAGPOLES,	21400	CITY AMERICAN FLAGS	11/01/2022	1,047.60	.00	
01-320-7020 EQUIPMENT	DEKIND COMPUTER CONSULT	34502	BACK UP SERVER REPLACE	11/04/2022	9,671.42	.00	
01-320-7020 EQUIPMENT	DEKIND COMPUTER CONSULT	34503	SERVER LICENSES + POWER S	11/04/2022	1,177.34	.00	
Total ADMINISTRATION:					26,049.09	1,229.53	
LEGAL							
01-324-5120 CITY ATTORNEY	TRESSLER LLP	454961	CITY ATTORNEY OCT 22	11/09/2022	16,757.50	.00	
Total LEGAL:					16,757.50	.00	
BUILDING DEPARTMENT							
01-340-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1621390	NOV 22 PPO VISION	10/21/2022	32.65	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-340-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	1022D	OCT 22 PPO DENTAL BLDG/CO	11/04/2022	285.00	.00	
01-340-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	1022M	BLDG/CODE ENFORCEMENT	11/04/2022	3,465.84	.00	
01-340-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1525116	NOV 22 LIFE INS	10/24/2022	41.25	.00	
01-340-5100 PROFESSIONAL SERVIC	FOOD & ALCOHOL SERVICE TR	2022-11	HEALTH INSPECTION OCT 22	10/31/2022	1,480.00	.00	
01-340-5100 PROFESSIONAL SERVIC	THOMPSON ELEVATOR INSPEC	22-1959	ELEVATOR INSPECTION	10/09/2022	129.00	.00	
01-340-5100 PROFESSIONAL SERVIC	THOMPSON ELEVATOR INSPEC	22-1996	ELEVATOR INSPECTION 5/27/22	08/15/2022	100.00	.00	
01-340-5100 PROFESSIONAL SERVIC	THOMPSON ELEVATOR INSPEC	22-2230	ELEVATOR INSPECTION	09/09/2022	215.00	.00	
01-340-5111 BILLABLE ENGINEERING	GEWALT HAMILTON ASSOCIAT	10/21/22	SEP 22 ENGINEERING	10/21/2022	1,182.00	.00	
01-340-5330 TRAINING	ANDREW HART	10/18/22	NWBOCA TRAINING	10/18/2022	30.00	.00	
01-340-5330 TRAINING	CARDMEMBER SERVICE	09/21/22	TRAINING ILI CRIME FREE ASS	09/21/2022	31.05	31.05	10/27/2022
01-340-5330 TRAINING	CARDMEMBER SERVICE	09/21/22	IACE TRAINING SAINS	09/21/2022	50.00	50.00	10/27/2022
01-340-5700 OFFICE SUPPLIES	CARDMEMBER SERVICE	09/21/22	OFFICE SUPPLIES AMAZON	09/21/2022	141.32	141.32	10/27/2022
01-340-5700 OFFICE SUPPLIES	IMAGING ESSENTIALS	SINV102013	INK/PLOTTER	08/09/2022	425.00	.00	
01-340-7020 EQUIPMENT	ANDREW HART	10/18/22-2	SAFETY GRANT BOOTS	10/18/2022	274.98	.00	
01-340-7020 EQUIPMENT	CANON FINANCIAL SERVICES	29462359	NOV 22 BUILDING COPIER	11/01/2022	173.97	.00	
01-340-7020 EQUIPMENT	GONSALO SAINS	10/27/22	SAFETY GRANT REIMBURSEM	10/27/2022	247.31	.00	
Total BUILDING DEPARTMENT:					8,304.37	222.37	
PUBLIC WORKS							
01-350-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1621390	NOV 22 PPO VISION	10/21/2022	20.60	.00	
01-350-4100 HEALTH INSURANCE	MOE FUNDS	10.2022 PADIL	PADILLA 10.2022 PREMIUM	11/03/2022	839.00	.00	
01-350-4100 HEALTH INSURANCE	MOE FUNDS	11.2022 PADIL	PADILLA 11.2022 PREMIUM	11/03/2022	839.00	.00	
01-350-4100 HEALTH INSURANCE	MOE FUNDS	12/2022	PW 12.2022 PREMIUMS	11/03/2022	11,071.00	.00	
01-350-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	1022D	OCT 22 PPO DENTAL PUBLIC W	11/04/2022	164.00	.00	
01-350-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	1022M	PUBLIC WORKS	11/04/2022	2,591.21	.00	
01-350-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1525116	NOV 22 LIFE INS	10/24/2022	40.81	.00	
01-350-5020 VEHICLE MAINTENANCE	CARDMEMBER SERVICE	09/21/22	VEHICLE PARTS 501 AMAZON	09/21/2022	73.98	73.98	10/27/2022
01-350-5020 VEHICLE MAINTENANCE	CHICAGO PARTS AND SOUND L	1-0314309	SQUAD TPMS PARTS	11/02/2022	224.44	.00	
01-350-5020 VEHICLE MAINTENANCE	FRIES AUTOMOTIVE SERVICES	64077	Oil Pan Install 838	10/03/2022	667.02	.00	
01-350-5020 VEHICLE MAINTENANCE	MasterHitch	72125	TOW HITCH 852	10/21/2022	691.40	.00	
01-350-5020 VEHICLE MAINTENANCE	MENARDS	7515	PLOW TRUCK PAINT	10/25/2022	188.01	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA-HEIGHTS AUTOMOTIVE	084899	SQUAD FILTERS	10/26/2022	269.00	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA-HEIGHTS AUTOMOTIVE	085025	SHOP AUTO SUPPLY	10/26/2022	18.27	.00	
01-350-5020 VEHICLE MAINTENANCE	RUSH TRUCK CENTERS	3029909899	INTL OIL PAN	10/27/2022	1,123.82	.00	
01-350-5031 SIGNAL MAINTENANCE	IL DEPT OF TRANSPORTATION	125052	SIGNAL Upgrade 2014	11/01/2022	439.47	.00	
01-350-5100 PROFESSIONAL SERVIC	DEKIND COMPUTER CONSULT	34342	dec 22 comp sonsult	11/01/2022	351.00	.00	
01-350-5103 PROF SERVICES - FORE	ROY'S TREE SERVICE	10/25/22	210 E. Marion Tree Removals	10/25/2022	2,500.00	.00	
01-350-5104 PROF SERVICES - BUILD	PETTY CASH PD	10/25/22	WINDOW WASHING	10/25/2022	104.00	.00	
01-350-5104 PROF SERVICES - BUILD	TRIPLE CROWN PRODUCTS	311161	Uniform Shirts	11/03/2022	404.94	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	061 1493862	Carpets Police Dept	10/27/2022	100.13	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	081 1718388	Carpets + Uniforms PLC	10/14/2022	121.81	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	081 1720324	Carpets + Uniforms PLC	10/21/2022	121.81	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	081 1722292	Carpets + Uniforms PW	10/28/2022	121.81	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	081 1724240	CARPET & UNIFORMS PW	11/04/2022	251.13	.00	
01-350-5410 UTILITIES	CARDMEMBER SERVICE	09/21/22	PW DATA 8/13-9/12 COMCAST	09/21/2022	248.85	248.85	10/27/2022
01-350-5410 UTILITIES	ILLINOIS-AMERICAN WATER C	11/1/22-5629	401 PIPER 10/1-10/31	11/01/2022	238.49	.00	
01-350-5410 UTILITIES	INNOVATIVE TELEPHONE & DA	589054	NOV 2022 Phone System	11/01/2022	198.24	.00	
01-350-5410 UTILITIES	T-MOBILE	102122	WIRELESS 9/21 - 10/20/22	10/21/2022	281.38	.00	
01-350-5411 WATER AND ELECTRIC P	ILLINOIS-AMERICAN WATER C	11/1/22-5667	401 PIPER 11/1-11/30/22	11/01/2022	46.96	.00	
01-350-5635 STORM SEWER & PIPE	DES PLAINES MATERIAL & SUP	#506320	Storm Pipe Form	10/24/2022	162.99	.00	
01-350-5635 STORM SEWER & PIPE	DES PLAINES MATERIAL & SUP	#507918	STORM GRATE 305 Pine St	11/03/2022	120.00	.00	
01-350-5650 LANDSCAPE SUPPLIES	RUSSO POWER EQUIPMENT IN	SPI11280307	Chainsaw Oil	10/26/2022	147.50	.00	
01-350-5650 LANDSCAPE SUPPLIES	TRUGREEN PROCESSING CEN	168500240	PD LAWN SERVICE	10/28/2022	94.13	.00	
01-350-5700 OFFICE SUPPLIES	CARDMEMBER SERVICE	09/21/22	KITCHEN SUPPLIES COSTCO	09/21/2022	36.99	36.99	10/27/2022
01-350-5710 OPERATING SUPPLIES	CARDMEMBER SERVICE	09/21/22	RETIREMENT PARTY DRINKS T	09/21/2022	24.24	24.24	10/27/2022
01-350-5710 OPERATING SUPPLIES	HOME DEPOT CREDIT SERVIC	10/28/22	SUPPLIES	10/28/2022	383.86	.00	
01-350-5710 OPERATING SUPPLIES	MENARDS	07954	SHOP SUPPLY	10/31/2022	163.52	.00	
01-350-5710 OPERATING SUPPLIES	MENARDS	07996	Cord for PD	11/01/2022	42.97	.00	
01-350-5710 OPERATING SUPPLIES	TEMPERATURE EQUIPMENT C	7449091-00	PW SHOP HEAT PIPE	10/20/2022	139.87	.00	
01-350-5721 SIGNS	CARDMEMBER SERVICE	09/21/22	SPEED SIGN BATTERIES SPAC	09/21/2022	44.00	44.00	10/27/2022
01-350-5721 SIGNS	CARDMEMBER SERVICE	09/21/22	SPEED SIGN BATTERIES SPAC	09/21/2022	745.86	745.86	10/27/2022
01-350-5721 SIGNS	EL-COR INDUSTRIES INC	120460	Sign Hardware	08/15/2022	85.37	.00	
01-350-5751 GASOLINE	CONSERV FS INC.	102024229	GASOLINE	10/17/2022	3,993.07	.00	
01-350-7023 SAFETY EQUIPMENT	CARDMEMBER SERVICE	09/21/22	AED PADS CH AED SUPERSTO	09/21/2022	83.92	83.92	10/27/2022
01-350-7023 SAFETY EQUIPMENT	CUTLER WORK WEAR INC.	PS-INV011399	HI V12 CREW JACKETS	11/02/2022	472.43	.00	
01-350-7023 SAFETY EQUIPMENT	RUSSO POWER EQUIPMENT IN	SPI11280330	Safety Gear PW	10/26/2022	2,323.88	.00	
01-350-7023 SAFETY EQUIPMENT	RUSSO POWER EQUIPMENT IN	SPI11280429	Safety Gloves PW	10/26/2022	131.96	.00	
01-350-7025 SOFTWARE	CARDMEMBER SERVICE	09/21/22	BOUNCIE VEHICLE TRACKING	09/21/2022	16.00	16.00	10/27/2022
Total PUBLIC WORKS:					33,564.14	1,273.84	
PUBLIC SAFETY							
01-360-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1619425	NOV 22 HMO DENTAL	10/21/2022	61.05	.00	
01-360-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1621390	NOV 22 PPO VISION	10/21/2022	290.94	.00	
01-360-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1621406	NOV 22 HMO	10/21/2022	32.33	.00	
01-360-4100 HEALTH INSURANCE	HMO ILLINOIS	10/17/22	NOV 22 HMO	10/17/2022	4,606.55	.00	
01-360-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	1022D	OCT 22 PPO DENTAL POLICE	11/04/2022	2,263.00	.00	
01-360-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	1022M	POLICE OPS	11/04/2022	34,631.53	.00	
01-360-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1525116	NOV 22 LIFE INS	10/24/2022	205.43	.00	
01-360-5100 PROFESSIONAL SERVIC	DACRA TECH LLC	DT 2022-10-28	DACRA Tech October 2022	10/31/2022	261.25	.00	
01-360-5100 PROFESSIONAL SERVIC	DEKIND COMPUTER CONSULT	34342	dec 22 comp sonsult	11/01/2022	1,404.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-360-5100 PROFESSIONAL SERVIC	ROSE MARY JURINEK	10/26/22	COURT REPORTING OCT 22	10/26/2022	240.00	.00	
01-360-5140 PRISONERS CARE	PETTY CASH PD	10/25/22	PRISONER BLANKETS MEALS	10/25/2022	126.93	.00	
01-360-5200 POSTAGE	CARDMEMBER SERVICE	09/21/22	POLICE POSTAGE	09/21/2022	8.95	8.95	10/27/2022
01-360-5220 PHOTOCOPY	DE LAGE LANDEN FINANCIAL S	77925083	DEC PD COPIER	10/17/2022	1,152.02	.00	
01-360-5321 AUTO EXPENSE	CARDMEMBER SERVICE	09/21/22	PD LICENSE RENEWAL ILSOS	09/21/2022	154.40	154.40	10/27/2022
01-360-5330 TRAINING	CARDMEMBER SERVICE	09/21/22	CHEIFS SEMINAR CULVERS	09/21/2022	8.12	8.12	10/27/2022
01-360-5330 TRAINING	CARDMEMBER SERVICE	09/21/22	CHEIFS SEMINAR GAS	09/21/2022	25.00	25.00	10/27/2022
01-360-5330 TRAINING	NORTH EAST MULTI-REGIONAL	312850	TRAINING FARINA HANDGUN	10/24/2022	200.00	.00	
01-360-5330 TRAINING	NORTH EAST MULTI-REGIONAL	313023	TRAINING DEOL SECURITY	10/26/2022	150.00	.00	
01-360-5330 TRAINING	PETTY CASH PD	10/25/22	MEETINGS/NWCD/CCPA	10/25/2022	82.54	.00	
01-360-5410 UTILITIES	INNOVATIVE TELEPHONE & DA	589054	NOV 2022 Phone System	11/01/2022	616.10	.00	
01-360-5410 UTILITIES	T-MOBILE	102122	WIRELESS 9/21 - 10/20/22	10/21/2022	317.45	.00	
01-360-5610 EQUIPMENT MAINTENAN	APPLIED CONCEPTS INC	#S278230	4 FOOT ANTENNA CABLE	11/04/2022	104.00	.00	
01-360-5610 EQUIPMENT MAINTENAN	BEST TECHNOLOGY SYSTEMS	BTL-22211	bullet trap inspect & clean, hazard	10/22/2022	1,012.50	.00	
01-360-5700 OFFICE SUPPLIES	CARDMEMBER SERVICE	09/21/22	KITCHEN SUPPLIES COSTCO	09/21/2022	33.98	33.98	10/27/2022
01-360-5700 OFFICE SUPPLIES	LOGSDON OFFICE SUPPLY	1129106-0001	OFFICE SUPPLIES	10/20/2022	160.40	.00	
01-360-5710 OPERATING SUPPLIES	CARDMEMBER SERVICE	09/21/22	SCHOOL RAFFLE PRIZE WINNE	09/21/2022	16.35	16.35	10/27/2022
01-360-5710 OPERATING SUPPLIES	CARDMEMBER SERVICE	09/21/22	LUNCH FOR POLICE FIRE COM	09/21/2022	57.92	57.92	10/27/2022
01-360-5710 OPERATING SUPPLIES	CARDMEMBER SERVICE	09/21/22	LUNCH FOR POLICE FIRE COM	09/21/2022	22.74	22.74	10/27/2022
01-360-5710 OPERATING SUPPLIES	Midwest Print & Imaging	52025	Court Supplies	11/03/2022	780.76	.00	
01-360-5710 OPERATING SUPPLIES	PETTY CASH PD	10/25/22	EXP FOR PROMOS/BIRTHDAYS	10/25/2022	72.56	.00	
01-360-5710 OPERATING SUPPLIES	PETTY CASH PD	10/25/22	MISC	10/25/2022	5.42	.00	
01-360-5740 RANGE SUPPLIES	BEST TECHNOLOGY SYSTEMS	BTL-22211	bullet trap inspect & clean, hazard	10/22/2022	1,012.50	.00	
01-360-5740 RANGE SUPPLIES	CARDMEMBER SERVICE	09/21/22	NAT HYFIN VENT AMAZON	09/21/2022	314.33	314.33	10/27/2022
01-360-5740 RANGE SUPPLIES	EAGLE POINT GUN T J MORRIS	145393	AMMUNITION	10/13/2022	1,521.00	.00	
01-360-5740 RANGE SUPPLIES	STREICHER'S	I1594284	MARKING ROUNDS	10/10/2022	591.50	.00	
01-360-5741 CLOTHING	JG UNIFORMS INC	105327	PD CLOTHING	10/19/2022	115.95	.00	
01-360-5741 CLOTHING	JOCELYN GARZA	10/27/22	DUTY BELT	10/27/2022	111.27	.00	
01-360-5741 CLOTHING	RAY O'HERRON CO INC	2228238	PD CLOTHING	10/20/2022	109.99	.00	
Total PUBLIC SAFETY:					52,880.76	641.79	
REIMBURSABLE EXP							
01-370-4101 RETIREE HEALTH INSUR	DELTA DENTAL OF ILLINOIS	1619426	NOV 22 RETIREE	10/21/2022	49.92	.00	
01-370-4101 RETIREE HEALTH INSUR	DELTA DENTAL OF ILLINOIS	1621390	NOV 22 PPO VISION	10/21/2022	46.40	.00	
01-370-4101 RETIREE HEALTH INSUR	HMO ILLINOIS	10/17/22	NOV 22 HMO	10/17/2022	1,561.54	.00	
01-370-4101 RETIREE HEALTH INSUR	NORTH SUBURBAN EMPLOYEE	1022D	OCT 22 PPO DENTAL RETIREES	11/04/2022	393.00	.00	
01-370-4101 RETIREE HEALTH INSUR	NORTH SUBURBAN EMPLOYEE	1022M	RETIREES	11/04/2022	6,196.01	.00	
Total REIMBURSABLE EXP:					8,246.87	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
PUBLIC SAFETY CAPITAL OUTLAY							
01-560-7020 EQUIPMENT - POLICE	ATECH SURVEILLANCE LLC	INV0402	NEW INHOUSE CAMERAS	11/02/2022	7,930.10	.00	
01-560-7020 EQUIPMENT - POLICE	PENTEGRA SYSTEMS LLC	65146	SERVICE AND REPAIR EVIDEN	09/22/2022	1,372.50	.00	
Total PUBLIC SAFETY CAPITAL OUTLAY:					9,302.60	.00	
Total GENERAL FUND:					442,210.93	4,417.43	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
TOURISM DISTRICT							
REVENUES							
13-100-3020 HOTEL TAXES	AZAVAR AUDIT SOLUTIONS	156294	HOTEL TAX AUDIT	09/30/2022	4,268.29	.00	
Total REVENUES:					4,268.29	.00	
EXPENSES							
13-300-5108 BEAUTIFICATION	ILLINOIS-AMERICAN WATER C	11/1/22-5309	700 MIL 10/1-10/31/22	11/01/2022	358.83	.00	
13-300-5108 BEAUTIFICATION	ILLINOIS-AMERICAN WATER C	11/4/22-5316	1250 RIVER 10/01-10/31/22	11/04/2022	369.68	.00	
13-300-5108 BEAUTIFICATION	ZENON	7165	Tour Bus Banners	10/27/2022	3,554.00	.00	
Total EXPENSES:					4,282.51	.00	
Total TOURISM DISTRICT:					8,550.80	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
DEA SEIZURE FUND							
EXPENSES							
16-300-5720 SMALL EQUIPMENT	CARDMEMBER SERVICE	09/21/22	OTTERBOX	09/21/2022	223.42	223.42	10/27/2022
16-300-5720 SMALL EQUIPMENT	CARDMEMBER SERVICE	09/21/22	SCREEN PROTECTOR	09/21/2022	44.97	44.97	10/27/2022
16-300-5720 SMALL EQUIPMENT	LA PORTE CHRYSLER INC	10/25/22	car	10/25/2022	37,330.00	37,330.00	10/26/2022
Total EXPENSES:					37,598.39	37,598.39	
Total DEA SEIZURE FUND:					37,598.39	37,598.39	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SOLID WASTE DISPOSAL FUND							
EXPENSES							
17-300-5420 SWANCC CHARGES	SOLID WASTE AGENCY	7145	DEC 22 O&M COSTS	11/01/2022	29,788.00	.00	
Total EXPENSES:					29,788.00	.00	
Total SOLID WASTE DISPOSAL FUND:					29,788.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SSA #8							
EXPENSES							
28-300-5100 PROFESSIONAL SERVIC	GEWALT HAMILTON ASSOCIAT	10/21/22	SEP 22 ENGINEERING	10/21/2022	250.50	.00	
Total EXPENSES:					250.50	.00	
Total SSA #8:					250.50	.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	GEWALT HAMILTON ASSOCIAT	10/21/22	SEP 22 ENGINEERING	10/21/2022	2,529.50	.00	
30-550-7060 SIDEWALKS	IL DEPT OF TRANSPORTATION	4755.180-2	Wolf SW Phase II #2	08/29/2022	48,263.18	.00	
30-550-7060 SIDEWALKS	IL DEPT OF TRANSPORTATION	4755.180-4	Wolf SW Phase II #4	11/04/2022	11,233.37	.00	
30-550-7063 DRAINAGE IMPROVEME	GEWALT HAMILTON ASSOCIAT	10/21/22	SEP 22 ENGINEERING	10/21/2022	167.00	.00	
30-550-7064 DRAINAGE IMPR - WILLO	GEWALT HAMILTON ASSOCIAT	10/21/22	SEP 22 ENGINEERING	10/21/2022	3,012.50	.00	
30-550-7065 DRAINAGE IMPROVEME	GEWALT HAMILTON ASSOCIAT	10/21/22	SEP 22 ENGINEERING	10/21/2022	34,905.00	.00	
Total :					100,110.55	.00	
Total CAPITAL IMPROVEMENTS:					100,110.55	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ROAD CONSTRUCTION DEBT							
DEBT SERVICE							
41-400-6000 PRINCIPAL	US BANK NA	2108577	SERIES 2013 PRIN	10/24/2022	400,000.00	.00	
41-400-6000 PRINCIPAL	US BANK NA	2108577	SERIES 2020 PRIN	10/24/2022	630,000.00	.00	
41-400-6010 INTEREST	US BANK NA	2108577	SERIES 2013 INT	10/24/2022	22,366.25	.00	
41-400-6010 INTEREST	US BANK NA	2108577	SERIES 2020 intERST	10/24/2022	89,875.00	.00	
Total DEBT SERVICE:					1,142,241.25	.00	
Total ROAD CONSTRUCTION DEBT:					1,142,241.25	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SSA #6 DEBT							
EXPENSES							
46-300-5430 BANK FEES	US BANK NA	6709735	SERIES 2018 ADMIN FEES	10/25/2022	605.00	.00	
Total EXPENSES:					605.00	.00	
DEBT SERVICE							
46-400-6000 PRINCIPAL	US BANK NA	2108582	SERIES 2018 PRIN	10/24/2022	175,000.00	.00	
46-400-6010 INTEREST	US BANK NA	2108582	SERIES 2018 INT	10/24/2022	21,947.50	.00	
Total DEBT SERVICE:					196,947.50	.00	
Total SSA #6 DEBT:					197,552.50	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
WATER FUND							
EXPENSES							
51-300-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	1022D	OCT 22 PPO DENTAL WATER	11/04/2022	82.00	.00	
51-300-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	1022M	WATER	11/04/2022	1,295.61	.00	
51-300-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1525116	NOV 22 LIFE INS	10/24/2022	10.31	.00	
51-300-5050 SYSTEM MAINTENANCE	WATER PRODUCTS COMPANY	0312677 - 10/1	HYDRANT REBUILDING PARTS	10/17/2022	11,172.25	.00	
51-300-5050 SYSTEM MAINTENANCE	WATER PRODUCTS COMPANY	0312707 - 10/1	HYDRANT PARTS	10/18/2022	578.85	.00	
51-300-5050 SYSTEM MAINTENANCE	WATER PRODUCTS COMPANY	0312737 - 10/1	HYDRANT PARTS	10/19/2022	99.50	.00	
51-300-5100 PROFESSIONAL SERVIC	CORE & MAIN LP	R755486	Billing Software Support	10/13/2022	2,500.00	.00	
51-300-5100 PROFESSIONAL SERVIC	DEKIND COMPUTER CONSULT	34342	dec 22 comp sonsult	11/01/2022	702.00	.00	
51-300-5100 PROFESSIONAL SERVIC	METROPOLITAN INDUSTRIES I	INV043700	WATER DATA OCT 2022	10/15/2022	213.00	.00	
51-300-5100 PROFESSIONAL SERVIC	MOE FUNDS	12/2022	PW 12.2022 PREMIUMS	11/03/2022	2,558.00	.00	
51-300-5200 POSTAGE	FEDEX	7-926-18112	WATER SHIPPING	10/26/2022	39.75	.00	
51-300-5310 MEMBERSHIPS	AMERICAN WATER WORKS AS	SO6226	AWWA MEMBERSHIP DUES202	10/01/2022	383.00	.00	
51-300-5410 UTILITIES	CARDMEMBER SERVICE	09/21/22	SCADA 8/28-9/27 COMCAST	09/21/2022	157.90	157.90	10/27/2022
51-300-5410 UTILITIES	CARDMEMBER SERVICE	09/21/22	AUG 22 PHONE/FAX AT&T	09/21/2022	262.33	262.33	10/27/2022
51-300-5410 UTILITIES	NICOR GAS	10/24/22-7006	NICOR WELL HOUSE OCT 22	10/24/2022	120.22	.00	
51-300-5410 UTILITIES	VERIZON WIRELESS	9918897655	SCADA 9/24-10/23/22	10/23/2022	40.01	.00	
51-300-5412 WATER	ILLINOIS-AMERICAN WATER C	10/14/22-1674	1217 CAMP MCDONALD 9/1-9/3	10/14/2022	19,768.85	.00	
51-300-5412 WATER	INNOVATIVE TELEPHONE & DA	589054	NOV 2022 Phone System	11/01/2022	22.02	.00	
51-300-5412 WATER	VILLAGE OF MOUNT PROSPEC	10/15/22-3287-	SEP 22 3287-001	10/15/2022	329.95	.00	
Total EXPENSES:					40,335.55	420.23	
DEBT SERVICE							
51-400-6000 PRINCIPAL	US BANK NA	2108577	SERIES 2010 PRIN	10/24/2022	70,000.00	.00	
51-400-6010 INTEREST	US BANK NA	2108577	SERIES 2010 INT	10/24/2022	5,380.00	.00	
Total DEBT SERVICE:					75,380.00	.00	
Total WATER FUND:					115,715.55	420.23	

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	CARDMEMBER SERVICE	09/21/22	METRA SVC 8/16-9/15	09/21/2022	156.85	156.85	10/27/2022
52-300-5710 OPERATING SUPPLIES	MENARDS	07160	Concrete Sidewalk Repair	10/16/2022	113.89	.00	
Total EXPENSES:					270.74	156.85	
Total PARKING FUND:					270.74	156.85	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SANITARY SEWER FUND							
53-000-1020 VBT - MONEY MARKET	Anna Zaharopoulos	11/7/22 RFND	REFUND OVERPAYMENT	11/07/2022	3,000.00	.00	
Total :					3,000.00	.00	
EXPENSES							
53-300-5050 SYSTEM MAINTENANCE	GEWALT HAMILTON ASSOCIAT	10/21/22	SEP 22 ENGINEERING	10/21/2022	747.00	.00	
53-300-5050 SYSTEM MAINTENANCE	PROSAFETY INC	2/890610	Sewer Paint Locates	10/19/2022	378.00	.00	
53-300-5100 PROFESSIONAL SERVIC	DEKIND COMPUTER CONSULT	34342	dec 22 comp sonsult	11/01/2022	526.50	.00	
Total EXPENSES:					1,651.50	.00	
Total SANITARY SEWER FUND:					4,651.50	.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	RUSS CONSTRUCTION	21-182	21-182B REFUND	10/19/2022	1,052.00	.00	
Total :					1,052.00	.00	
Total ROAD & BUILDING BOND ESCROW:					1,052.00	.00	
Grand Totals:					2,079,992.71	42,592.90	

GL Account and Title	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND			
Total GENERAL FUND:	442,210.93	4,417.43	
TOURISM DISTRICT			
Total TOURISM DISTRICT:	8,550.80	.00	
DEA SEIZURE FUND			
Total DEA SEIZURE FUND:	37,598.39	37,598.39	
SOLID WASTE DISPOSAL FUND			
Total SOLID WASTE DISPOSAL FUND:	29,788.00	.00	
SSA #8			
Total SSA #8:	250.50	.00	
CAPITAL IMPROVEMENTS			
Total CAPITAL IMPROVEMENTS:	100,110.55	.00	
ROAD CONSTRUCTION DEBT			
Total ROAD CONSTRUCTION DEBT:	1,142,241.25	.00	
SSA #6 DEBT			
Total SSA #6 DEBT:	197,552.50	.00	
WATER FUND			
Total WATER FUND:	115,715.55	420.23	
PARKING FUND			
Total PARKING FUND:	270.74	156.85	
SANITARY SEWER FUND			
Total SANITARY SEWER FUND:	4,651.50	.00	
ROAD & BUILDING BOND ESCROW			
Total ROAD & BUILDING BOND ESCROW:	1,052.00	.00	
Grand Totals:	2,079,992.71	42,592.90	